



# City of Santa Clara

## Meeting Agenda

### Council and Authorities Concurrent Meeting

Tuesday, March 26, 2019

3:30 PM

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

Closed Session - 3:30 PM | Joint Dinner - 5:00 PM | Regular Meeting - 6:00 PM

#### 3:30 PM CLOSED SESSION

Call to Order in the Council Chambers

Confirmation of a Quorum

#### Public Comment

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

- 19-367** [Conference with Labor Negotiators \(CC\)](#)  
[Pursuant to Gov. Code § 54957.6](#)  
[City representative: Deanna J. Santana, City Manager \(or designee\)](#)  
[Employee Organization\(s\):](#)  
[Unit #1 - Santa Clara Firefighters Association, IAFF, Local 1171](#)  
[Unit #2 - Santa Clara Police Officer's Association](#)  
[Unit #3 - IBEW Local 1245 \(International Brotherhood of Electrical Workers\)](#)  
[Unit #4 - City of Santa Clara Professional Engineers](#)  
[Units #5, 7 & 8 - City of Santa Clara Employees Association](#)  
[Unit #6 - AFSCME Local 101 \(American Federation of State, County and Municipal Employees\)](#)  
[Unit #9 - Miscellaneous Unclassified Management Employees](#)  
[Unit #9A - Unclassified Police Management Employees](#)  
[Unit #9B - Unclassified Fire Management Employees](#)  
[Unit #10 - PSNSEA \(Public Safety Non-Sworn Employees Association\)](#)

- 19-370** [Conference with Legal Counsel-Existing Litigation \(CC\)](#)  
[Pursuant to Gov. Code § 54956.9\(d\)\(1\)](#)  
[Gaffney, et al. v. City of Santa Clara, United States District](#)  
[Court, Northern District of California Case No. 5:18-cv-6500-NC](#)

Convene to Closed Session (Council Conference Room)

**5:00 PM JOINT DINNER**

Call to Order in the Council Chambers

Confirmation of a Quorum

- 19-1072** [5:00 P.M. Informational Joint Dinner Meeting with the Bicycle](#)  
[Pedestrian Advisory Committee](#)

**6:00 PM COUNCIL REGULAR MEETING**

Call to Order

Pledge of Allegiance and Statement of Values

Roll Call

1. **19-071** [Consideration of Silicon Valley Power Quarterly Strategic Plan](#)  
[Update](#)  
**Recommendation:** Note and file the SVP Quarterly Strategic Plan  
Update.
2. **19-313** [Action on Selecting Relay for Life City Team Name for the 2019](#)  
[American Cancer Society fundraiser](#)  
**Recommendation:** There is no staff recommendation.

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

**CONTINUANCES/EXCEPTIONS**

**SPECIAL ORDER OF BUSINESS**

*\*Special Order of Business not to be heard prior to 7:00 PM.*

3. **19-130** [Introductory Remarks from Santa Clara County District 4](#)  
[Supervisor Susan Ellenberg](#)

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## **CONSENT CALENDAR**

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

**4.A 19-020** [Council and Authorities Concurrent Meeting Minutes](#)

**Recommendation:** Note and file the Council and Authorities Concurrent Meeting Minutes of February 19, 2019 and March 5, 2019.

**4.B 19-023** [Board, Commissions and Committee Meeting Minutes](#)

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

1. Parks & Recreation Commission Minutes - September 18, 2018
2. Parks & Recreation Commission Minutes - October 16, 2018
3. Parks & Recreation Commission Minutes - November 20, 2018
4. Parks & Recreation Commission Minutes - December 18, 2018
5. Youth Commission Minutes - November 13, 2018
6. Youth Commission Minutes - December 11, 2018
7. Audit Committee Minutes - December 3, 2018
8. Planning Commission Minutes - January 9, 2019
9. Planning Commission Minutes - February 27, 2019
10. Historical and Landmarks Commission Minutes - November 1, 2018
11. Historical and Landmarks Commission Minutes - January 3, 2019

**4.C 19-142** [Action on Bills and Claims Report \(CC\) for the period February 15th - February 28th](#)

**Recommendation:** Approve the list of Bills and Claims for February 15, 2019 - February 28, 2019.

**4.D 19-1659** [Action on the Santa Clara Convention Center 2nd Quarter Financial Status Report](#)

**Recommendation:** Note and file the Santa Clara Convention Center Financial Status Report for the second quarter ended December 31, 2018, as submitted by the Santa Clara Chamber of Commerce.

**4.E 19-150** [Action on Monthly Financial Status and Investment Reports for January 2019](#)

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

**4.F 19-264** [Action to Revise Job Specification for Human Resources Division Manager](#)

**Recommendation:** Approve the revised job description for Human Resources Division Manager.

**4.G 19-1209** [Action on Agreements for On-Call Construction Management and Inspection Services for Public Works Projects](#)

**Recommendation:**

1. Approve and authorize the City Manager to execute agreements for the Performance of Services with Propcon Corp. (\$325,000) and CSG Consultants, Inc. (\$325,000) to perform on-call construction management and inspection services for a combined amount not-to-exceed \$650,000 over the three-year terms of the agreements;
2. Authorize the City Manager to amend agreement not-to-exceed amounts as long as the cumulative total does not exceed \$650,000 subject to annual appropriations; and
3. Authorize the City Manager to exercise up to two one-year extensions for each agreement with no increase in compensation in the event that the work is not completed by the Agreement end dates and make minor modifications to the agreements, if necessary.

**4.H 19-1410** [Action on an Agreement for Services with e-Builder, Inc. for a Capital Projects Management System and Approve Related Budget Amendment](#)

**Recommendation:** Approve and authorize the City Manager to execute an Agreement for Services with e-Builder, Inc. for a capital projects management system, in an amount not-to-exceed \$1,015,490 and approve Related Budget Amendment.



**4.I 19-1578** [Action on the Award of the Public Works Contract for the Caltrain Pole Replacement Project](#)

**Recommendation:** 1. Award the Public Works Contract for the Caltrain Pole Replacement Project (Contract No. 2421) to the lowest responsive and responsible bidder, Hot Line Construction, Inc., in the amount of \$1,631,958 and authorize the City Manager to execute any and all documents necessary for the award, completion and acceptance of the Project;  
2. Authorize the City Manager to execute change orders up to 10% of the original contract amount, or \$163,196, for a total not-to-exceed amount of \$1,795,154 for Contract No. 2421.

**4.J 19-1602** [Action on the Investment Policy: Annual Statement and Annual Investment Policy Review and Approval](#)

**Recommendation:**

1. Adopt a resolution to amend Council Policy 017 Investment Policy: Annual Statement; and
2. Approve the Investment Policy for the City of Santa Clara, its agencies and corporations.

**4.K 19-1656** [Action on the Single Audit Report for Fiscal Year 2017/18](#)

**Recommendation:** Note and file the City of Santa Clara Single Audit Report for the year ended June 30, 2018, as recommended by the Council Audit Committee.

**4.L 19-018** [Action on a Design Professional Services Agreement with W-Trans for the Warburton Avenue - Civic Center Drive Area Parking Analysis and Related Budget Amendment](#)

- Recommendation:**
1. Award the Design Professional Services Agreement for the Warburton Avenue - Civic Center Drive Area Parking Analysis to Whitlock & Weinberger Transportation, Inc., a California corporation doing business as W-Trans, in the not-to-exceed amount of \$66,156 including additional services up to 10% of the contract amount and up to \$200 reimbursable expenses; and
  2. Approve the related budget amendment transferring \$66,156 from the General Fund Contingency Reserves - Budget Stabilization Reserve to the General Fund - Public Works-Traffic Contractual Services for the Warburton Avenue - Civic Center Drive Area Parking Analysis.

**4.M 19-091** [Action on Resolutions of the City of Santa Clara Amending Rate Schedules for Electric Service for All Classes of Customers Effective April 1, 2019 and Authorizing the City Manager to Amend City Rate Schedules for the Electric Utility Service for changes of the State Surcharge](#)

- Recommendation:**
1. Adopt a Resolution of the City of Santa Clara Amending Rate Schedules for Electric Service for all Classes of Customers Effective April 1, 2019; and
  2. Adopt a Resolution of the City of Santa Clara Authorizing City Manager to amend City Rate Schedules for Electric Utility Service for changes of the State Surcharge.

**4.N 19-154** [Action on a Resolution for the Use of City Electric Forces at Various Locations](#)

- Recommendation:**
- Adopt a Resolution approving the use of City Electric Forces for the installation of facilities at 3800 Bassett Street, 737 Matthew Street, Reed Street at Grant Street, west side of Grant Street south of Reed Street, Agate Drive at Calabazas Creek, 3045 Stender Way, and Scott Boulevard at Montgomery Drive.

**4.O 19-101** [Action on Designating the Assistant City Clerk as the Clerk or Secretary of the Housing Authority, Sports and Open Space Authority, and Public Financing Facilities Corporation](#)

**Recommendation:** 1. Adopt a Housing Authority Resolution amending Housing Authority Resolution No. 11-3 Designating the Assistant City Clerk as the Clerk of the Housing Authority;  
2. Adopt a Sports and Open Space Authority Resolution amending Sports and Open Space Authority Resolution No. 94-1 Designating the Assistant City Clerk as the Ex-Officio Secretary of the Sport and Open Space Authority; and  
3. Adopt a Public Facilities Financing Corporation Resolution amending Public Facilities Financing Corporation Resolution No. 97-1 Designating the Assistant City Clerk as Secretary

**4.P 19-227** [Action on Amendment No. 3 to the Agreement with EBIX, Inc., BPO Division \(EBIX BPO\) for Insurance Compliance Tracking Services](#)

**Recommendation:** 1. Authorize the City Manager to execute Amendment No. 3 to the Agreement with EBIX, Inc. to extend the term of the agreement by two years ending on March 27, 2021, and increase compensation by \$96,000 for a total maximum amount not-to-exceed \$342,334.  
2. Authorize the City Manager to execute amendments not-to-exceed \$10,000 as contingency, in the event actual usage exceeds estimated usage, subject to the appropriation of funds.

**4.Q 19-272** [Action on the Fourth Amendment to the Joint Exercise of Powers Agreement for the Santa Clara Stadium Authority Designating Assistant City Clerk as the Secretary of the Stadium Authority](#)

- Recommendation:**
1. Adopt a Resolution approving the Fourth Amendment to the Joint Exercise of Powers Agreement for the Santa Clara Stadium Authority amending Section 3.2 designating the Assistant City Clerk as the Secretary of the Stadium Authority.
  2. City Council acting as the governing board of the Successor Agency to the former Redevelopment Agency of the City of Santa Clara adopt a Resolution approving the Fourth Amendment to the Joint Exercise of Powers Agreement for the Santa Clara Stadium Authority amending Section 3.2 designating the Assistant City Clerk as the Secretary of the Stadium Authority.
  3. The Board of the Bayshore North Project Enhancement Authority adopt a Resolution approving the Fourth Amendment to the Joint Exercise of Powers Agreement for the Santa Clara Stadium Authority amending Section 3.2 designating the Assistant City Clerk as the Secretary of the Stadium Authority.

**4.R 19-292** [Action on a Resolution Approving the Salary Setting Commission 2019 Additional Meeting Schedule](#)

- Recommendation:** Adopt a Resolution approving the 2019 Salary Setting Commission additional meeting dates for April and May 2019.

**PUBLIC PRESENTATIONS**

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

**CONSENT ITEMS PULLED FOR DISCUSSION**

**PUBLIC HEARING/GENERAL BUSINESS**

5.      19-316      [Action on Cancellation of the Public Hearing for the Gateway Crossings Project located at 1205 Coleman Avenue and direction to renote when the project is ready to be heard](#)

**Recommendation:** Cancel the Public Hearing for the Gateway Crossings Project located at 1205 Coleman Avenue and direction to renote when the project is ready to be heard.

6.      19-015      [Public Hearing: FY 2019/2020 Draft Annual Action Plan for the use of Federal Housing and Urban Development Grant Funds](#)

**Recommendation:** Approve the FY 2019/2020 Draft Annual Action Plan, and direct staff to incorporate all public comments into the final version, which shall be presented to City Council on May 7, 2019.

7.      19-317      [Action on Resolutions Approving a Purchase and Sale Agreement and Other Documents as Necessary Related to the Sale of the Great America Theme Park Parcels located at 1 Great America Parkway \[APNs: 104-42-014 and 104-42-019\]](#)

**Recommendation:** 1. That the City Council acting as the governing board of the Successor Agency to the Redevelopment Agency of the City of Santa Clara adopt a Resolution approving the Purchase and Sale Agreement between the Successor Agency to the Redevelopment Agency of the City of Santa Clara and Cedar Fair Southwest, Inc. for the Great America Theme Park Parcels located at 1 Great America Parkway (APNs: 104-42-014 and 104-42-019) at a purchase price of \$150,250,000 and authorizing the City Manager to execute all documents necessary, including minor modifying amendments, to implement the Purchase and Sale Agreement and close escrow.

2. That the City Council adopt a Resolution authorizing the City Manager to negotiate and execute a Parking Agreement and Easement for the Main Lot and a Sign Agreement for an electronic sign with Cedar Fair Southwest, Inc.

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

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

**19-318**    [Tentative Meeting Agenda Calendar](#)

### **ADJOURNMENT**

The next regular scheduled meeting is on Tuesday evening, April 9, 2019 in the City Hall Council Chambers.

### **MEETING DISCLOSURES**

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

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

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

LEGEND: City Council (CC); Stadium Authority (SA); Sports and Open Space Authority (SOSA); Housing Authority (HA); Successor Agency to the City of Santa Clara Redevelopment Agency (SARDA)

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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."



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## Agenda Report

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**19-367**

**Agenda Date: 3/26/2019**

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### **SUBJECT**

Conference with Labor Negotiators (CC)

Pursuant to Gov. Code § 54957.6

City representative: Deanna J. Santana, City Manager (or designee)

Employee Organization(s):

Unit #1 - Santa Clara Firefighters Association, IAFF, Local 1171

Unit #2 - Santa Clara Police Officer's Association

Unit #3 - IBEW Local 1245 (International Brotherhood of Electrical Workers)

Unit #4 - City of Santa Clara Professional Engineers

Units #5, 7 & 8 - City of Santa Clara Employees Association

Unit #6 - AFSCME Local 101 (American Federation of State, County and Municipal Employees)

Unit #9 - Miscellaneous Unclassified Management Employees

Unit #9A - Unclassified Police Management Employees

Unit #9B - Unclassified Fire Management Employees

Unit #10 - PSNSEA (Public Safety Non-Sworn Employees Association)



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## Agenda Report

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**19-370**

**Agenda Date: 3/26/2019**

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### **SUBJECT**

Conference with Legal Counsel-Existing Litigation (CC)

Pursuant to Gov. Code § 54956.9(d)(1)

*Gaffney, et al. v. City of Santa Clara*, United States District Court, Northern District of California Case No. 5:18-cv-6500-NC





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## Agenda Report

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19-1072

Agenda Date: 3/26/2019

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### REPORT TO COUNCIL

#### **SUBJECT**

5:00 P.M. Informational Joint Dinner Meeting with the Bicycle Pedestrian Advisory Committee

#### **BACKGROUND**

On July 19, 2016, the City Council approved publicly noticed joint dinner meetings in an effort to increase communication between City Council and City Board, Committees, and Commissions.

#### **DISCUSSION**

As a continued commitment to enhance communication with board, committees, and commissions, the City Council will meet with Board and Commissions for regular updates.

The Bicycle Pedestrian Advisory Committee will provide the City Council with an update on current activities and potential future projects.

#### **PUBLIC CONTACT**

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Reviewed by: Lynn Garcia, Executive Assistant to the Mayor and City Council

Approved by: Deanna J. Santana, City Manager



## Agenda Report

19-071

Agenda Date: 3/26/2019

### REPORT TO COUNCIL

#### SUBJECT

Consideration of Silicon Valley Power Quarterly Strategic Plan Update

#### BACKGROUND

On December 4, 2018, Council adopted a strategic plan for the City's Electric Utility Department, dba Silicon Valley Power (SVP). SVP is a recognized industry leader with a strong history and reputation of providing excellent customer service. The electric industry is rapidly changing and undergoing a fundamental transformation shifting from a centralized resource grid toward an increasing decentralized electrical grid with distributed energy resources with more renewables (e.g. wind, solar), shifting variability in supply, and greater customer choice.

To maintain our competitive advantage and respond to these changes, the City adopted the strategic plan to ensure continued growth and actions that support our mission. SVP must focus on offering our customers products and services that are innovative, intuitive and engaging. The strategic plan establishes a framework that aligns the utility's Mission, Vision, and Values to the specific measureable initiatives to achieve its objectives of customer value and community focus. The strategic plan focuses on measuring and reporting, and actively managing outcomes. The report to be presented to Council in the form of a Power Point presentation is the first quarterly update on the implementation of the strategic plan. Staff has scheduled future quarterly updates for June 25, September, and December and will provide updates with advancing the strategic plan and current conditions within this industry.

#### DISCUSSION

The strategic plan had 30 initiatives, and 12 of them had a near-term implementation focus. The implementation of these 12 initiatives all have different timeframes that ranged from one to three years. Per the Strategic Plan these initiatives are grouped into four strategic areas:

- **Utility Performance Excellence**
  - Phase I: Business Process Improvement (first two years)
  - Organizational Design Evaluation (first two years)
  - Employee Communication (first two years)
  - Utility Bench Marking (first two years)
  - Project Management Development Plan (first three years)
- **Customer Engagement and Satisfaction**
  - Online Customer Portal (first two years)
  - City Stakeholder Engagement Plan (first two years)
  - Customer Engagement Plan (first two years)
- **Progress and Innovation**

- Innovation Think Tank (first two years)
- **Community and Environmental Engagement**
  - Joint Smart City Planning (first two years)
  - Electric Vehicle Blueprint (first two years)
  - Integrated Resource Plan (first three years)

The status and action items for each of the twelve initial initiatives will be discussed in quarterly update presentation.

In addition updates on utility growth and revenues, wildfire mitigation planning and current legislative and regulatory issues will be included.

### **ENVIRONMENTAL REVIEW**

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

### **FISCAL IMPACT**

There is no fiscal impact associated with the approval of the 2018 Strategic Plan. Implementation of certain elements of the Strategic Plan will require funding that will be appropriated through the normal budget process.

### **COORDINATION**

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

### **PUBLIC CONTACT**

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### **RECOMMENDATION**

Note and file the SVP Quarterly Strategic Plan Update.

Reviewed by: Manuel Pineda, Assistant City Manager/Interim Chief Electric Utility Officer

Approved by: Deanna J. Santana, City Manager



## Agenda Report

19-313

Agenda Date: 3/26/2019

### REPORT TO COUNCIL

#### SUBJECT

Action on Selecting Relay for Life City Team Name for the 2019 American Cancer Society fundraiser

#### BACKGROUND

At the January 29, 2019 meeting, the City Council heard a presentation by Santa Clara Relay for Life about its 2019 signature fundraiser for the American Cancer Society. The Relay for Life raises funds for life-saving cancer research studies, crucial patient care programs, and education and prevention initiatives, as well as brings communities together to remember loved ones lost and honor survivors of all cancers. Santa Clara Relay for Life will host its next annual walk on April 27-28, 2019 at Townsend Field at Buchser Middle School.

Following the presentation, the Council decided to form a City of Santa Clara team to participate in the 2019 Relay for Life and directed staff to hold a contest for the public to suggest a City team name.

#### DISCUSSION

From Feb. 4 - Feb. 22, 2019, staff conducted a social media contest on Twitter, Facebook and Nextdoor for the public to submit team name suggestions. Twelve submissions were received and are, as follows:

Team Name Submission
Clara 4 Life
The Santa Clara Cure-Ators
The Santa Clara Conquerors
The Santa Clara Superheroes
The Walk and Rollers
Mission City Trailblazers
Walkers United
Center of What's Possible
Run for your Life
Team Santa Clara: City on a Mission to Find a Cure
Mission City Impossible
Mission City Miracles

To select the City's 2019 Relay for Life team name, the City Council can determine the process from the following options:

- **Option 1-** Follow a voting method similar to the Commission voting method.
  - Per these rules, if there are five (5) or more team names which there are, the Council will cast one vote each for their two desired names. Only one vote per team name is allowed. A Councilmember may choose to vote for only one applicant but will relinquish the other vote.
  - For the vote tally, the Clerk will announce the two names that received the highest number of votes. The Council then has an opportunity to deliberate regarding the remaining two names. The Council will then cast one vote each for their desired team name. The City Clerk will announce the winner.
  - If there is a tie, there will be 3 re-votes for the Council to reconsider the applicants. The Council has the opportunity to deliberate between each round of re-voting.
  - The Council votes, with the team name receiving the highest number of votes being the winner. The City Clerk will announce the City's Relay for Life team name.
  - A Council Member makes a motion to select the team name that received the highest number of votes. The Council has the opportunity to vote unanimously to announce the team name, using the Council Chambers electronic voting equipment.
- **Option 2** - Make a motion for one of the name submissions, followed by a Council vote.
- **Option 3** - Choose a different process for voting.

Once the Council chooses the City's Relay for Life team name, staff will notify the individual who made the submission within the coming week. For his/her efforts, the individual, who submitted the winning entry, will receive a selection of City-branded goods and recognition on social media.

The City has already registered a 2019 Relay for Life team, with the name "to be determined." City staff will follow up with organizers to update the team name once it's been selected by the Council. Mayor and Council Office staff is in the process of recruiting participants for the City's Relay for Life team.

### **ENVIRONMENTAL REVIEW**

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

### **FISCAL IMPACT**

There's no fiscal impact other than staff time.

### **PUBLIC CONTACT**

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**RECOMMENDATION**

There is no staff recommendation.

Reviewed by: Lenka Wright, Director of Communications

Approved by: Deanna J. Santana, City Manager



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## Agenda Report

19-130

Agenda Date: 3/26/2019

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### REPORT TO COUNCIL

#### **SUBJECT**

Introductory Remarks from Santa Clara County District 4 Supervisor Susan Ellenberg

#### **BACKGROUND**

Susan Ellenberg was elected to represent Santa Clara County's 4<sup>th</sup> Supervisorial District on the Board of Supervisors on November 6, 2018. Prior to her election to the Santa Clara County Board of Supervisors, Susan Ellenberg served as Trustee Area 2 Member on the San Jose Unified Board of Education from 2014 to 2018, and served as Board Vice President in 2017 and as Board President in 2018.

#### **DISCUSSION**

As a Special Order of Business, Santa Clara County Supervisor Susan Ellenberg will address the City Council, staff and the community.

Supervisor Susan Ellenberg serves Santa Clara County's 4<sup>th</sup> Supervisorial District which spans the cities of Santa Clara, Campbell, much of west San Jose, and the unincorporated Cambrian and Burbank districts.

#### **ENVIRONMENTAL REVIEW**

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

#### **FISCAL IMPACT**

There is no fiscal impact other than staff time.

#### **PUBLIC CONTACT**

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Reviewed by: Lynn Garcia, Executive Assistant to the Mayor and City Council

Approved by: Deanna J. Santana, City Manager



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## Agenda Report

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**19-020**

**Agenda Date: 3/26/2019**

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**SUBJECT**

Council and Authorities Concurrent Meeting Minutes

**RECOMMENDATION**

Note and file the Council and Authorities Concurrent Meeting Minutes of February 19, 2019 and March 5, 2019.





# City of Santa Clara

## Meeting Minutes

### Council and Authorities Concurrent Meeting

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02/19/2019

5:00 PM

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

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**\*\* Revisions:**

- (1) Change the start time to 5:00 PM.
- (2) Closed Sessions canceled and removed from Agenda.

Councilmember Hardy will be attending remotely from the following location:

418 Phoenix Circle  
Lincoln, CA 95648

#### **5:00 PM JOINT DINNER**

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

**Mayor Gillmor** called the Joint Dinner meeting to order at 5:12 PM.

##### **Confirmation of a Quorum**

**Assistant City Clerk** Pimentel confirmed a quorum.

[19-1073](#) Informational Joint Dinner Meeting with the Planning Commission

#### **6:00 PM COUNCIL REGULAR MEETING**

##### **Call to Order**

**Mayor Gillmor** called the Regular Meeting to order at 6:18 PM.

##### **Pledge of Allegiance and Statement of Values**

##### **Roll Call**

**Present:** 6 - Councilmember Teresa O'Neill, Mayor Lisa M. Gillmor, Councilmember Debi Davis, Councilmember Kathy Watanabe, Councilmember Karen Hardy, and Councilmember Raj Chahal

**Absent:** 1 - Vice Mayor Patricia M. Mahan

**A motion was made by Councilmember Davis, seconded by Councilmember O'Neill, to excuse Vice Mayor Mahan from the meeting.**

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

**Absent:** 1 - Vice Mayor Mahan

### **STUDY SESSION**

[19-682](#) Presentation by the California High-Speed Rail Authority on the Status and Next Steps on the California High-Speed Rail Project

**Boris Lipkin**, Northern California Regional Director, California High Speed Rail, presented a PowerPoint.

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

Closed Sessions were canceled and removed from the agenda.

### **CONTINUANCES/EXCEPTIONS**

**None.**

### **SPECIAL ORDER OF BUSINESS**

**1.A** [19-1660](#) Recognition of Mr. Tino Silva, Mr. Fred Maguire, and the Santa Clara Youth Soccer League for \$2,999.85 donation of K-9 Protective Vests to support the Police Department's Canine Program

**Police Chief Sellers** gave a verbal presentation.

**1.B** [19-105](#) Recognition of Outgoing Commissioner: Former Planning Commissioner Raj Chahal

**Community Development Director Crabtree** gave a verbal presentation.

**1.C** [19-233](#) Proclamation of Black History Month

**Milan Balinton, Executive Director** of the African American Community Services Agency accepted the Proclamation.

### **CONSENT CALENDAR**

**A motion was made by Councilmember Davis, seconded by Councilmember O'Neill, to approve the balance of Consent Calendar (except 2.G, 2.M, 2.C and 2.J).**

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

**Excused:** 1 - Councilmember Mahan

**2.A**     [19-174](#)     Action on the Council and Authorities Concurrent Meeting Minutes

**Recommendation:** Note and file the Council and Authorities Minutes of January 15, 2019 and January 29, 2019.

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

**2.B**     [19-021](#)     Board, Commissions and Committee Minutes

**Recommendation:** Note and file the Minutes of:  
Parks & Recreation Commission Meeting Minutes - May 15, 2018  
Parks & Recreation Commission Meeting Minutes - June 19, 2018  
Senior Advisory Commission Meeting Minutes - August 27, 2018  
Senior Advisory Commission Meeting Minutes - September 24, 2018  
Youth Commission Meeting Minutes - April 10, 2018  
Youth Commission Meeting Minutes - August 28, 2018  
Planning Commission Meeting Minutes - September 26, 2018  
Planning Commission Meeting Minutes - October 24, 2018  
Planning Commission Meeting Minutes - November 14, 2018  
Board of Library Trustees Meeting Minutes - December 3, 2018  
Board of Library Trustees Meeting Minutes - January 14, 2019  
Housing Rehabilitation Loan Committee Meeting Minutes - November 15, 2018  
Audit Committee Meeting Minutes - August 27, 2018

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

- 2.D     [19-206](#)     Action on a Resolution Amending in Part Resolution 5195, Approving the 2019 Cultural Commission Calendar of Meetings, and Setting the Number and Start Time of the Regular Meetings of the Cultural Commission

**Recommendation:** Adopt a Resolution amending in part Resolution 5195, approving the 2019 Cultural Commission Calendar of Meetings, and setting the number and start time of regular Cultural Commission meetings.

**A motion was made by Councilmember Davis, seconded by Councilmember O'Neill, to adopt Resolution No. 19-8667.**

- 2.E     [19-1243](#)     Action on an Agreement with SEL Engineering Services, Inc. to Provide Protection Engineering Support Services for Substation Upgrades

**Recommendation:** Approve and authorize the City Manager to execute an Agreement for Services with SEL Engineering Services, Inc. to provide protection engineering support services for substation upgrades an amount not to exceed \$387,074

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

- 2.F     [19-177](#)     Action on Revised Salary Schedule for the Santa Clara Firefighters, International Association of Firefighters (IAFF), Local 1171 (Unit 1) and Related Budget Amendment

**Recommendation:** Adopt a resolution approving the revised 2018 Salary Schedule for the Santa Clara Firefighters, International Association of Firefighters (IAFF), Local 1171 (Unit 1), effective December 16, 2018 and Approve the Related Budget Amendment to increase the Fire Department budget by \$300,000 in the General Fund.

**A motion was made by Councilmember Davis, seconded by Councilmember O'Neill, to adopt Resolution No. 19-8668.**

- 2.H     [19-167](#)     Action to Add an Electric Program Manager to Manage and Support the State and City Goals to Reduce Greenhouse Gas Emissions

**Recommendation:** Add one (1) Electric Program Manager Position in the Electric Utility's Electric Operating Grant Trust Fund

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

- 2.I [19-1583](#) Action on Award of Contract for the Lafayette Street Signal Timing Project and Related Budget Amendment

**Recommendation:**

1. Award the Public Works Contract for the Lafayette Street Signal Timing Project (CE 17-18-15) to the lowest and responsive bidder, Daleo, Inc., in the amount of \$772,856, and authorize the City Manager to execute all documents associated with and necessary for the award, completion and acceptance of the Project;
2. Authorize the City Manager to execute change orders up to 10% of the original contract price, or \$77,285, for a total not-to-exceed amount of \$850,141; and
3. Approve the budget amendment transferring \$429,000 from Street and Highways Funds - Replacement of Traffic Signals in ECR-Lafayette St.-Newhall St.-Scott Blvd. Area (533-1224) to the Lafayette Street Signal Timing Project.

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

- 2.K [19-1607](#) Action on an Agreement for Services with Packet Fusion, Inc. to provide Support and Maintenance on the City's Telephony System.

**Recommendation:** Authorize the City Manager to execute a five-year agreement for Telephone System Support and Maintenance Services with Packet Fusion, Inc. for a maximum compensation amount not-to-exceed \$326,670 and subject to the appropriation of funds over the five year term of the agreement.

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

- 2.L [19-1626](#) Action on California Library Literacy Services Grant and Related Budget Amendment

**Recommendation:** Accept the California Library Literacy Services grant award of \$48,072 into the Library Adult Literacy Grant Fund and approve the related budget amendment to appropriate the funds to Adult Literacy accounts for As-Needed Salary, Salary Overtime, Contractual Services and Operating Supplies. (Requires five affirmative votes by the City Council)

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

- 2.N     [19-012](#)     Action on an Affordable Housing Agreement with SHAC LS Apartments II, LLC for 3580 Rambla Place Building A (APN# 216-59-001)

**Recommendation:** Approve and authorize the City Manager to execute the Affordable Housing Agreement with SHAC LS Apartments II, LLC, to execute amendments thereto, and to take any other action necessary to implement the requirement for the provision of fifty-two (52) affordable rental units at 3580 Rambla Place Building A (APN# 216-59-001)

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

- 2.O     [19-013](#)     Action on an Affordable Housing Agreement with SHAC LS Apartments I, LLC for 3560 Rambla Place Building B (APN# 216-59-003)

**Recommendation:** Approve and authorize the City Manager to execute the Affordable Housing Agreement with SHAC LS Apartments I, LLC, to execute amendments thereto, and to take any other action necessary to implement the requirement for the provision of forty-six (46) affordable rental units at 3560 Rambla Place Building B (APN# 216-59-003).

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

- 2.P     [19-078](#)     Action on a Resolution for the Use of City Electric Forces at Various Locations

**Recommendation:** Adopt a Resolution approving the use of City Electric Forces for the installation of facilities at 1705 Wyatt Drive, 125 Tyler Street, 952 Maryann Drive, 477 Washington Street, 830 & 840 Civic Center Drive and 1530 Alviso Street, 917 Warburton Avenue, Zeno Substation, and 1110 El Camino Real.

**Mayor Gillmor** abstained from this item due to property close proximity to one of the requests.

**A motion was made by Councilmember Davis, seconded by Councilmember O'Neill, to adopt Resolution No. 19-8669.**

**Aye:** 5 - Councilmember O'Neill, Councilmember Davis, Councilmember Watanabe, Councilmember Hardy, and Councilmember Chahal

**Excused:** 1 - Councilmember Mahan

**Abstained:** 1 - Mayor Gillmor

- 2.Q [19-006](#) Action on Proposed Amendments to Water Supply Agreement with the City and County of San Francisco

**Recommendation:** Adopt a resolution approving amendments to the 2009 Water Supply Agreement with the City and County of San Francisco.

**A motion was made by Councilmember Davis, seconded by Councilmember O'Neill, to adopt Resolution No. 19-8670.**

- 2.R [19-201](#) Action on Adoption of an Ordinance to add section 12.25.230 ("Pavement Preservation") to Chapter 12.25 ("Excavation and Use of City Rights-of-Way") of Title 12 ("Streets, Sidewalks, and Public Places") of "The Code of the City of Santa Clara, California"

**Recommendation:** Adopt Ordinance No. 1998 to add section 12.25.230 ("Pavement Preservation") to Chapter 12.25 ("Excavation and Use of City Rights-of-Way") of Title 12 ("Streets, Sidewalks, and Public Places") of "The Code of the City of Santa Clara, California"

**A motion was made by Councilmember Davis, seconded by Councilmember O'Neill, to adopt Ordinance No. 1998.**

#### STADIUM AUTHORITY CONSENT ITEMS

- 2.S [19-1644](#) Action on Bills and Claims for the month of December 2018 (Stadium Authority)

**Recommendation:** Approve the list of Bills and Claims for December 2018.

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

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

**Excused:** 1 - Boardmember Mahan

- 2.T [19-057](#) Action on Report of Dates and Purpose of Stadium Authority and ManCo Meetings for the Period October 1, 2018 to December 31, 2018 (Stadium Authority)

**Recommendation:** Note and file the quarterly report on Stadium Authority and ManCo Meetings for the period of October 1, 2018 to December 31, 2018.

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

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

**Excused:** 1 - Boardmember Mahan

### **PUBLIC PRESENTATIONS**

**Robert Sherman** expressed comments of concern regarding traffic and litter during NFL events and the increasing number of people living in RV's, Vans, and cars parked in the Northside neighborhood.

**Martha Sherman** expressed comments of concern regarding the people living in RV's, Vans, and parked cars in the Northside neighborhood.

By consensus, Council referred the Northside neighborhood concerns to the City Manager's Office.

**Mark Richardson** and **Eduardo** expressed comments about creating City job opportunities for at-risk teenagers.

By consensus, Council referred the request to create City job opportunities for at-risk teenagers to the City Manager's Office.

### **CONSENT ITEMS PULLED FOR DISCUSSION**

**2.C**     [19-1657](#)     Action on Bills and Claims Report (CC) for the period January 18th - January 31st

**Recommendation:** Approve the list of Bills and Claims for January 18, 2019 - January 31, 2019.

**Councilmember Chahal** pulled this item for further clarification.

**Director of Finance Kraetsch** addressed Council questions.

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

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

**Excused:** 1 - Councilmember Mahan



- 2.J      [19-061](#)      Action on Summary of the December 13, 2018 City Council Governance Session

**Recommendation:** Note and file Reports related to the December 13, 2018 City Council Governance Session

**Councilmember Chahal** pulled this item for further clarification.

**Chief Operating Officer Rossmann** indicated this report will be available on the City's website page regarding Council Districts.

**A motion was made by Councilmember Chahal, seconded by Councilmember O'Neill, to approve staff recommendation.**

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

**Excused:** 1 - Councilmember Mahan

- 2.G      [19-1403](#)      Action on Award of Contract for the Homestead Road and Lick Mill Boulevard Signal Timing Project and Related Budget Amendment

**Recommendation:**

1. Award the Public Works Contract for the Homestead Road and Lick Mill Boulevard Signal Timing Project (CE 17-18-11) to the lowest responsive and responsible bidder, Bear Electric Solutions, Inc., in the amount of \$873,295, and authorize the City Manager to execute and all documents associated with and necessary for the award, completion and acceptance of the Project;
2. Authorize the City Manager to execute change orders up to approximately 10% of the original contract price, or \$87,330, for a total not-to-exceed amount of \$960,625; and
3. Approve the related budget amendment transferring \$172,000 from the CIP Santa Clara Citywide ITS Project 1 (533-1385) and \$30,000 from the Traffic Signal Controller Replacement Project (533-1223) to the Homestead Road and Lick Mill Boulevard Signal Timing Project.

**Councilmember Watanabe** pulled this item.

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

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

**Excused:** 1 - Councilmember Mahan

- 2.M**      [19-1649](#)      Action on Award of Contract for the Agnew Road-De La Cruz Boulevard Signal Timing Project and Related Budget Amendment

**Recommendation:**

1. Award the Public Works Contract for the Agnew Road-De La Cruz Boulevard Signal Timing Project (CE 18-19-02) to the lowest responsive and responsible bidder, Daleo, Inc., in the amount of \$786,053, and authorize the City Manager to execute all documents associated with and necessary for the award, completion, and acceptance of the Project;
2. Authorize the City Manager to execute change orders up to 10% of the original contract amount, or \$78,605, for a total not-to-exceed amount of \$864,658; and
3. Approve the related budget amendment transferring \$85,000 from the Streets and Highway Fund in the Traffic Signal Enhancement Program (533-1219), \$78,000 from the Streets and Highway Fund in the Controller Replacement Program (533-1223) and \$260,000 from the Streets and Highway Fund in the Traffic Signal Controller Upgrade Program (533-1357) to the Agnew Road-De La Cruz Boulevard Signal Timing Project.

**Councilmember Watanabe** pulled this item.

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

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

**Excused:** 1 - Councilmember Mahan

#### **PUBLIC HEARING/GENERAL BUSINESS**

- 3.**      [19-1229](#)      Public Hearing: Action on a Rezone and Tentative Parcel Map for the Development of Three Single-family Dwellings Located at 1444 Madison Street and 1411 Lewis Street

**Recommendation:** Alternatives 1. and 2.:

1. Approve the Rezone from Medium-density Multiple Dwelling (R3-36D) to Planned Development (PD) for the development of three detached single-family dwellings on three individual lots on the property located at 1444 Madison Street.
2. Approve the Tentative Parcel Map to subdivide one parcel into three individual parcels.

**Community Development Director Crabtree** presented a PowerPoint.

**Public Speaker(s):** Applicant  
Public Speaker(1)

**A motion was made by Councilmember Davis, seconded by Councilmember Watanabe, to close the Public Hearing.**

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

**Excused:** 1 - Councilmember Mahan

**A motion was made by Councilmember Davis, seconded by Councilmember Chahal, to approve (1) the Rezone from Medium-Density Multiple Dwelling (R3-36D) to Planned Development (PD) for the development of three detached single-family dwellings on three individual lots on the property located at 1444 Madison Street (Resolution No. 19-8671) and approve (2) the Tentative Parcel Map to subdivide one parcel into three individuals parcels (Resolution No. 19-8672).**

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

**Excused:** 1 - Councilmember Mahan

4. [19-131](#) Action on Loan Agreement with Allied 2904 Corvin, LP for a Loan of up to \$5,000,000 to Support the Construction of 145 Affordable Housing Units at 2904 Corvin Drive and Approve the Related Budget Amendment

**Recommendation:** Alternative 1 and 2.:

Adopt a resolution approving and authorizing the City Manager execute a Loan Agreement with Allied 2904 Corvin, LP for a loan of up to \$5,000,000 to support the construction of 145 affordable housing units located at 2904 Corvin Drive; to make modifications to the Loan Agreement and attachments consistent with the Term Sheet and as reviewed by the City Attorney for form and consistency; to execute all documents necessary (including Deeds of Trust, Promissory Notes, and Affordable Housing Agreements) to implement the Loan Agreement and close escrow and Approve the Related Budget Amendment.

**Housing and Community Services Division Manager Veach** presented a PowerPoint.

**Public Speaker(s):** Applicant  
Mitchell Mankin  
Public Speakers (2)

**A motion was made by Councilmember Davis, seconded by Councilmember O'Neill, to (1) adopt Resolution No. 19-8673 approving and authorizing the City Manager to execute a Loan Agreement with Allied 2904 Corvin, LP for a loan of up to \$5,000,000 to support the construction of 145 affordable housing units located at 2904 Corvin Drive; (2) to make modifications to the Loan Agreement and attachments consistent with the Term Sheet and as reviewed by the City Attorney for form and consistency; (3) to execute all documents necessary (including Deeds of Trust, Promissory Notes, and Affordable Housing Agreements) to implement the Loan Agreement and close escrow; and (4) approve the related budget amendment.**

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

**Excused:** 1 - Councilmember Mahan

5. [19-1149](#) Commercial Cannabis Policy Implementation Update

**Recommendation:** Provide direction to staff regarding cannabis regulations.

**Assistant City Manager Shikada** presented a PowerPoint.

**Assistant City Manager Shikada** requested direction on the following areas:

- The types of commercial cannabis licenses allowed in the City
- Initial maximum number of retail store front allowed
- Frequency of Collection of business tax
- Allowable zoning designations to establish cannabis licenses

**Neil Hall**, SCI Consulting Group addressed Council questions.

**Public Speaker(s):**

Todd Dickson	Sean Kali-Rai
Rob Jerdonek	Armando Lopez
Dwight Christensen	Hanna Ritchey
C. Roy Novak	Ryan Gray
Cindi Sweet	Larry Hoang
Kim Chrestenson	James Tsolinas
Cheri Heberling	

By Consensus, **Council** directed staff to return with information on:

- What is the impact on City resources; particularly the Police Department
- Information on City of San Jose implementation, the impacts, and management of the program
- Cost Analysis and Cash Management
- Information on previous Santa Clara Cannabis establishment Angels Care

Staff will also return with a request on an extension on the Cannabis Moratorium.

**STADIUM AUTHORITY GENERAL BUSINESS ITEM**

6. [19-1666](#) Corrective Action to Cure Violation of Section 2.1 of the First Amendment to the Stadium Management Agreement, Stadium Procurement Contracts by Retroactive Approval of an Agreement for NEx Systems for Stadium Floor Improvements and Stadium Manager Disclosure of Contracts Issued Through Delegated Authority from \$100,000 to \$250,000

**Recommendation:** Alternative 1:  
Corrective Action to Cure Violation of Section 2.1 of the First Amendment to the Stadium Management Agreement, Stadium Procurement Contracts by Retroactive Approval of an Agreement for NEx Systems for Stadium Floor Improvements and Stadium Manager Disclosure of Contracts Issued Through Delegated Authority from \$100,000 to \$250,000

**Stadium Authority Treasurer Kraetsch** gave a verbal presentation.

**A motion was made by Boardmember Watanabe, seconded by Boardmember Davis, to continue this item to the March 5, 2019 meeting.**

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

**Excused:** 1 - Boardmember Mahan

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

**None.**

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

**Chief Operating Officer Rossmann** announced that the Stadium Authority Budget Study Session has been moved from March 6 to March 19 as well as the adoption of the Stadium Authority Budget has been pushed back from March 19 to March 27 as noted in the Tentative Meeting Agenda Calendar (TMAC).

**Councilmember Chahal** reported on his attendance at the Valley Transportation Authority Policy Advisory Committee meeting.

[19-229](#) Tentative Meeting Agenda Calendar

#### **ADJOURNMENT**

The meeting was adjourned at 10:05 PM.

**A motion was made by Councilmember O'Neill, seconded by Councilmember Chahal, to adjourn the meeting.**

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

**Excused:** 1 - Councilmember Mahan

The next regular scheduled meeting is on Tuesday evening, March 5, 2019 in the City Hall Council Chambers.

## **MEETING DISCLOSURES**

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

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

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

LEGEND: City Council (CC); Stadium Authority (SA); Sports and Open Space Authority (SOSA); Housing Authority (HA); Successor Agency to the City of Santa Clara Redevelopment Agency (SARDA)

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



# City of Santa Clara

## Meeting Minutes

### Council and Authorities Concurrent Meeting

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03/05/2019

4:00 PM

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

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#### 4:00 PM CLOSED SESSION

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

**Mayor Gillmor** called the Closed Session to order at 4:04 PM.

##### Confirmation of a Quorum

**Assistant City Clerk Pimentel** confirmed a quorum.

##### Public Comment

**None.**

[19-268](#)

Conference with Labor Negotiators (CC)

Pursuant to Gov. Code § 54957.6

City representative: Deanna J. Santana, City Manager (or designee)

Employee Organization(s):

Unit #1 - Santa Clara Firefighters Association, IAFF, Local 1171

Unit #2 - Santa Clara Police Officer's Association

Unit #3 - IBEW Local 1245 (International Brotherhood of Electrical Workers)

Unit #4 - City of Santa Clara Professional Engineers

Units #5, 7 & 8 - City of Santa Clara Employees Association

Unit #6 - AFSCME Local 101 (American Federation of State, County and Municipal Employees)

Unit #9 - Miscellaneous Unclassified Management Employees

Unit #9A - Unclassified Police Management Employees

Unit #9B - Unclassified Fire Management Employees

Unit #10 - PSNSEA (Public Safety Non-Sworn Employees Association)



- [19-269](#) Conference with Legal Counsel-Anticipated Litigation (CC)  
Pursuant to Gov. Code § 54956.9(a) - Exposure to litigation  
Number of potential cases: 1  
(Facts and Circumstances)  
City as potential defendant: Letter from Gibson Dunn law firm, representing  
Related Santa Clara LLC, dated September 24, 2018 regarding Force  
Majeure under DDA
- [19-270](#) Threat to Public Services or Facilities (CC, SA)  
Pursuant to Gov. Code § 54957(a)  
Consultation with: City Manager, City of Santa Clara and Chief of Police,  
Santa Clara Police Department
- [19-274](#) Conference with Real Property Negotiators (CC, SARDA)  
Pursuant to Gov. Code § 54956.8  
Property: 4701 Great America Parkway/2600 Tasman Drive, APNs  
104-42-019, 104-42-014, 104-43-052  
City/Authority Negotiator: Deanna J. Santana, City Manager/Executive  
Director (or designee)  
Negotiating Parties: Duffield Milkie, Executive Vice President, Cedar Fair  
Under Negotiation: Purchase/Sale/Exchange/Lease of Real Property  
(provisions, price and terms of payment)

**Convene to Closed Session (Council Conference Room)**

**6:00 PM COUNCIL REGULAR MEETING**

**Call to Order**

**Mayor Gillmor** called the regular meeting to order at 6:17 PM.

**Pledge of Allegiance and Statement of Values**

**Roll Call**

**Present:** 6 - Councilmember Teresa O'Neill, Mayor Lisa M. Gillmor,  
Councilmember Debi Davis, Councilmember Kathy Watanabe,  
Councilmember Karen Hardy, and Councilmember Raj Chahal

**Absent:** 1 - Vice Mayor Patricia M. Mahan

**A motion was made by Councilmember Davis, seconded by  
Councilmember O'Neill, to excuse Vice Mayor Mahan from the  
meeting.**

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

**Excused:** 1 - Vice Mayor Mahan

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

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

## **CONTINUANCES/EXCEPTIONS**

[19-275](#) Continuance of Corrective Action to Cure Violation of Section 2.1 of the First Amendment to the Stadium Management Agreement, Stadium Procurement Contracts by Retroactive Approval of an Agreement for NEx Systems for Stadium Floor Improvements and Stadium Manager Disclosure of Contracts Issued Through Delegated Authority from \$100,000 to \$250,000

**Recommendation:** Continue the Corrective Action to Cure Violation of Section 2.1 of the First Amendment to the Stadium Management Agreement, Stadium Procurement Contracts by Retroactive Approval of an Agreement for NEx Systems for Stadium Floor Improvements and Stadium Manager Disclosure of Contracts Issued Through Delegated Authority from \$100,000 to \$250,000 to March 27, 2019.

**A motion was made by Boardmember Davis, seconded by Boardmember Watanabe, to continue this item to the March 27, 2019 meeting.**

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

**Excused:** 1 - Boardmember Mahan

## **CONSENT CALENDAR**

**A motion was made by Councilmember Davis, seconded by Councilmember Hardy, to approve the balance of the Consent Calendar (Except Item 2.F).**

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

**Excused:** 1 - Councilmember Mahan

2.A [19-069](#) Council and Authorities Concurrent Meeting Minutes

**Recommendation:** Note and file the Council and Authorities Concurrent Meeting Minutes of February 5, 2019.

**A motion was made by Councilmember Davis, seconded by Councilmember Hardy, to note and file the minutes.**

2.B [19-022](#) Board, Commissions and Committee Minutes

**Recommendation:** Note and file the Minutes of:  
Cultural Commission Meeting Minutes - December 3, 2018  
Cultural Commission Meeting Minutes - January 7, 2019  
Parks & Recreation Commission Meeting Minutes - July 17, 2018  
Parks & Recreation Commission Meeting Minutes - August 21, 2018  
Senior Advisory Commission Meeting Minutes - October 22, 2018  
Senior Advisory Commission Meeting Minutes - November 26, 2018  
Youth Commission Meeting Minutes - September 11, 2018  
Youth Commission Meeting Minutes - October 9, 2018

**A motion was made by Councilmember Davis, seconded by Councilmember Hardy, to note and file the minutes.**

2.C [19-047](#) Action on Bills and Claims Report (CC) for the period February 1st - February 14th

**Recommendation:** Approve the list of Bills and Claims for February 1, 2019 - February 14, 2019.

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

2.D [19-1658](#) Action on Monthly Financial Status and Investment Reports for December 2018 and Approve the Related Budget Amendments

**Recommendation:** Note and file the Monthly Financial Status and Investment Reports for December 2018 as presented and Approve the Related Budget Amendments.

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

- 2.E**      [19-1709](#)      Action on Award of Contract for the Bowers Avenue Signal Timing Project and Related Budget Amendment

**Recommendation:**

1. Award the Public Works contract for the Bowers Avenue Signal Timing Project (CE 17-18-13) to the lowest responsive and responsible bidder, St. Francis Electric, LLC, in the amount of \$572,700, and authorize the City Manager to execute all documents associated with and necessary for the award, completion, and acceptance of the Project;
2. Authorize the City Manager to execute change orders up to 10% of the original contract amount, or \$57,270, for a total not-to-exceed amount of \$629,970; and
3. Authorize the related budget amendment transferring \$98,000 from Streets and Highway Fund in Central Control Traffic Signal Upgrade Program to the Bowers Avenue Signal Timing Project.

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

- 2.G**      [19-237](#)      Action on the Award of the Public Works Contract for the Parker Interconnection Project and Related Budget Amendment

**Recommendation:**

1. Award the Public Works Contract for the Parker Interconnection Project (Contract No. 2124) to the lowest responsive and responsible bidder, Hot Line Construction, Inc., in the amount of \$943,057.20 and authorize the City Manager to execute any and all documents necessary for the award, completion and acceptance of the Project;
2. Authorize the City Manager to execute change orders up to 10% of the original contract amount, or \$94,305.72, for a total not-to-exceed amount of \$1,037,362.92 for Contract No. 2124 and make any minor modifications;
3. Approve the related FY 2018/19 budget amendment recognizing \$2,350,000 in the Developer Contributions revenue category in the Parker Substation project and appropriating \$2,350,000 in the Parker Substation project; and
4. Amend the FY 2019/20 Adopted CIP Budget and approve the related FY 2019/20 budget amendment to decrease the Parker Substation project and associated Developer Contributions revenues and expenditures by \$1,050,000 due to the acceleration of the project schedule to FY 2018/19.

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

**CONSENT ITEMS PULLED FOR DISCUSSION**

- 2.F [19-1681](#) Action on Award of Contract for the Safe Routes to School Pedestrian Infrastructure Improvements Project and Related Budget Amendment

**Recommendation:** 1. Award the Public Works Contract for the SRTS Pedestrian Infrastructure Improvements Project (CE 18-19-05) to the lowest and responsive bidder, J.J.R. Construction, Inc. in the amount of \$345,269 and authorize the City Manager to execute any and all documents associated with and necessary for the award, completion, and acceptance of the Project;  
2. Authorize the City Manager to execute change orders up to 10% of the original contract amount, or \$34,527 for a total not-to-exceed amount of \$379,796; and  
3. Approve the related budget amendment transferring \$133,022 from City's Neighborhood Traffic Calming Project to the SRTS Pedestrian Infrastructure Improvements Project.

**Councilmember Chahal** pulled this item for additional information.

**Director of Public Works Mobeck** addressed Council questions.

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

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

**Excused:** 1 - Councilmember Mahan

#### **PUBLIC HEARING/GENERAL BUSINESS**

3. [19-204](#) Action on a Written Petition submitted by Ken Kim requesting to proclaim a section of El Camino Real as Korea Town

**Recommendation:** Staff makes no recommendation.

**Public Speaker(s):** Ken Kim

Staff to return with a report on background history regarding previous request to designate a portion of El Camino Real as Korea Town.

**A motion was made by Councilmember Hardy, seconded by Councilmember Watanabe, to agendize this item for a future meeting.**

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

**Excused:** 1 - Councilmember Mahan

4. [19-1630](#) Action on Purchase Agreement for Real Property with SummerHill Lawrence Station for the Lawrence Expressway Grade Separation Project and Related Budget Amendment

**Recommendation:** 1. Approve and authorize the City Manager to execute the Purchase Agreement for Real Property with SummerHill Lawrence Station, LLC and all documents necessary to implement the terms of the Agreement and close escrow for the purchase of approximately 0.72 acres at a purchase price of \$4,092,200; and  
2. Approve the Related Budget Amendment to transfer existing funds from the Transportation Environmental Mitigation and Regional Traffic Mitigation Fee Deposit Funds to the Streets and Highways Fund for the Lawrence Grade Separation Project.

**Director of Public Works Mobeck** presented a PowerPoint.

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

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

**Excused:** 1 - Councilmember Mahan

7. [19-115](#) Action on a Resolution of Intention to Establish Community Facilities District (CFD) 2019-1 (Lawrence Station) to finance certain Public Services

**Recommendation:** Alternative 1.:  
Adopt the Resolution of Intention to Establish the Community Facilities District 2019-1 (Lawrence Station) to finance certain Public Services, and set a public hearing on the matter for April 9, 2019.

**Director of Parks and Recreation Teixeira** presented a PowerPoint.

**A motion was made by Councilmember Davis, seconded by Councilmember Chahal, to adopt Resolution 19-8674 of Intention to Establish the Community Facilities District 2019-1 (Lawrence Station) to finance certain Public Services, and set a public hearing on the matter for April 9, 2019. (Alternative 1)**

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

**Excused:** 1 - Councilmember Mahan

## **SPECIAL ORDER OF BUSINESS**

1. [19-178](#) Presentation by the Historic Preservation Society of Santa Clara and the Old Quad Residents Association Tour Committee on Funds Raised from 2018 Historic Home Tour

**Nancy Biagini** and **Michael Cole** gave a verbal presentation and presented the proceeds to local community organizations.

### **PUBLIC PRESENTATIONS**

**Tom Pyke** (District Director for Congressman Ro Khanna) expressed gratitude for City collaboration and announced local town halls.

5. [19-175](#) Direction to Prepare an Amendment to the Zoning Code, SCCC Chapter 18.76 Architectural Review

**Recommendation:** Alternative 1:  
Direct staff to prepare an Ordinance to amend Chapter 18.76 Architectural Review of the City of Santa Clara Zoning Code to replace the existing Architectural Committee process with an alternate Administrative Level Hearing Process (Development Review Hearing) including identifying the permits or projects subject to the approval of the Administrative Level Hearing Process, Planning Commission, or the City Council; identifying the hearing body that is responsible for the review on appeal based on the types of permit or project; and limiting any planning application to a maximum of one potential appeal.

**Director of Community Development Crabtree** presented a PowerPoint.

**Public Speaker(s):** Adam Thompson  
Rob Mayer  
Mark Kelsey  
Public Speaker (1)

**A motion was made by Councilmember Davis, seconded by Councilmember Watanabe, to approve staff recommendation (Alternative 1).**

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

**Excused:** 1 - Councilmember Mahan

6. [19-118](#) Action on Request for City Financial Support for a New Special Event-Parade of Champions

**Recommendation:** Staff does not have a recommendation. However, if the Council approves the Parade in concept, a 2020 timeframe is more realistic within the context of City staff capacity and already planned events and allows more adequate time for SPOC to raise necessary funds to address the issues mentioned in the report.

**Director of Parks and Recreation Teixeira** presented a PowerPoint.

<b>Public Speaker(s):</b> Ana Vargas Smith	Patti Allmon
Nancy Biagini	Jodi Muirhead
Andy Ratermann	Tino Silva
Mary Grizzle	Charles Frost
Adam Thompson	Rod Dunham
Gautom Barve	

**A motion was made by Councilmember Davis, seconded by Councilmember Hardy, to conditionally approve the parade subject to non-profit status, cap of \$71,028 to be allocated for City Services and to set a deadline for proof of sponsorship (June 25 to take Council action on appropriation).**

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

**Excused:** 1 - Councilmember Mahan

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

**Councilmember Davis** announced a Tequila Tasting event at Triton Museum on March 22, 2019.

**Councilmember O'Neill** reported on her attendance at the Public Power Associations Winter Legislative Rally.

**Councilmember Watanabe** reported on her attendance at the Caltrain meeting and the Santa Clara Aviation Roundtable Committee meeting.

**Councilmember Chahal** reported on his attendance at the Regional Economic Reform meeting with **Councilmember O'Neill**.

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



[19-266](#)

Verbal Update on the Convention Center Operator Transition

**City Manager Santana** provided a verbal update on the Convention Center Operator Transition with Spectra.

[19-077](#)

Monthly Update on City Council and Stadium Authority Staff Referrals

**City Attorney Doyle** reported on the Smoking Ordinance informational to be included with leases a one sheet double-sided.

[19-248](#)

Tentative Meeting Agenda Calendar

## **ADJOURNMENT**

The meeting was adjourned at 9:11 PM in **memory of Jack Gilbert Stewart** (Former City of Santa Clara Employee and Longtime Resident), **Mary Stella Vera** (Longtime Santa Clara Resident), **Clyde Robert LeBaron** (Santa Clara University Alumnus and soon-to-be Hall of Fame Inductee), and **Doris Driggs** (Longtime Santa Clara Resident).

**A motion was made by Councilmember Davis, seconded by Councilmember O'Neill, to adjourn the meeting.**

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

**Excused:** 1 - Councilmember Mahan

[19-254](#)

Adjournment Post Meeting Material

The next regular scheduled meeting is on Tuesday evening, March 19, 2019 (Stadium Authority) in the City Hall Council Chambers.

## **MEETING DISCLOSURES**

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

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

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

LEGEND: City Council (CC); Stadium Authority (SA); Sports and Open Space Authority (SOSA); Housing Authority (HA); Successor Agency to the City of Santa Clara Redevelopment Agency (SARDA)

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



# City of Santa Clara

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

## Agenda Report

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**19-023**

**Agenda Date: 3/26/2019**

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### **SUBJECT**

Board, Commissions and Committee Meeting Minutes

### **RECOMMENDATION**

Note and file the Minutes of:

1. Parks & Recreation Commission Minutes - September 18, 2018
2. Parks & Recreation Commission Minutes - October 16, 2018
3. Parks & Recreation Commission Minutes - November 20, 2018
4. Parks & Recreation Commission Minutes - December 18, 2018
5. Youth Commission Minutes - November 13, 2018
6. Youth Commission Minutes - December 11, 2018
7. Audit Committee Minutes - December 3, 2018
8. Planning Commission Minutes - January 9, 2019
9. Planning Commission Minutes - February 27, 2019
10. Historical and Landmarks Commission Minutes - November 1, 2018
11. Historical and Landmarks Commission Minutes - January 3, 2019



# City of Santa Clara

## Meeting Minutes

### Parks & Recreation Commission

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09/18/2018

7:00 PM

City Hall - Cafeteria East Wing

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

##### **This matter was Quorum Confirmed**

**Present** 5 - Commissioner Andrew Knaack, Commissioner George Guerra, Commissioner Tino Silva, Commissioner Kevan Michael Walke, and Commissioner Roseann Alderete LaCoursiere

**Excused** 2 - Commissioner Joe Martinez, and Commissioner Burt Field

#### **CONSENT CALENDAR**

1.A [18-1174](#) Approve the Parks & Recreation Commission Minutes of August 21, 2018

**A motion was made by Commissioner Alderete LaCoursiere, seconded by Commissioner Walke, that this Consent Calendar be recommended for approval. The motion carried by a unanimous vote.**

#### **PUBLIC PRESENTATIONS**

**Raymond G. Gamma addressed the Commission and described the merits of synthetic turf over natural turf at dog parks and off-leash dog areas.**

#### **GENERAL BUSINESS**

2 [18-1276](#) Parks & Recreation Commission Work Plan Goals for FY2018-19 Update

**The Parks & Recreation Commission completed FY2018-19 Work Plan Goal (d) host the 38th Annual Art & Wine Festival.**

3 [18-1279](#) 38th Annual Art & Wine Festival-Event Evaluation

**Noted and filed**

4 [18-1288](#) Discuss Annual Holiday Tree Lighting Event and Potential "Honorary Holiday Tree Lighter" Nominations for December 2018

**Continued**

**STAFF REPORT**

Deputy Director Seale reviewed current Parks Projects with the Commission, including Bowers & Machado Parks projects, Agnew Park and the recent Grand Opening at San Tomas & Monroe Neighborhood Park & Community Garden.

**COMMISSIONERS REPORT**

Commissioner Walke: Attended the Art & Wine Festival, and commented on the condition of some of the Santa Clara Unified School District sports fields.

Commissioner Knaack: Attended the 38th Annual Art & Wine Festival and complemented staff on the great condition of Central Park after the Art & Wine Festival. Visited San Tomas & Monroe Neighborhood Park & Community Garden, Henry Schmidt Park and Mission City Memorial Park.

Commissioner Silva: Attended the 38th Annual Art & Wine Festival. He identified a pedestrian pathway and a ramp in the Pavilion parking lot area that need to be inspected for repaired.

Commissioner Field: Attended the ground breaking for the Reed & Grant Street Sports Park, and the 38th Annual Art & Wine Festival. He mentioned how the sports fields at Cabrillo Middle School are drying out.

Commissioner Martinez: Attended the 38th Annual Art & Wine Festival.

Commissioner LaCoursiere: Attended the 38th Annual Art & Wine Festival.

Commissioner Guerra: Attended the San Tomas & Monroe Neighborhood Park & Community Garden grand opening and how impressive the facility and attendance were. Attended the 38th Art & Wine Festival. He expressed thanks to Parks & Recreation staff, volunteers, and the Rotary Club of Santa Clara for their efforts in having a successful Art & Wine Festival.

**ADJOURNMENT**

A motion was made by Commissioner Silva, seconded by Commissioner Martinez, the meeting was adjourned.

**Aye:** 7 - Commissioner Knaack, Commissioner Martinez, Commissioner Guerra, Commissioner Silva, Commissioner Field, Commissioner Walke, and Commissioner Alderete LaCoursiere

The next regular scheduled meeting is October 16, 2018.

#### PUBLIC PRESENTATIONS

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#### Americans with Disabilities Act (ADA)

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#### Appeal of Council/Board/Commission/Committee Action

Pursuant to Government Code section 65009, any challenge of Public Hearing matters in court may be limited to only those issues raised at the Public Hearing, or in writing submitted before or at the Public Hearing. Any challenge to a Public Hearing matter must be filed in accordance with the provisions of Civil Code section 1094.6, including applicable time limitations.



# City of Santa Clara

## Meeting Minutes

### Parks & Recreation Commission

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10/16/2018

7:00 PM

City Hall - East Wing - Cafeteria  
1500 Warburton Avenue  
Santa Clara, CA 95050

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

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

**Present** 5 - Commissioner Andrew Knaack, Commissioner Joe Martinez, Commissioner George Guerra, Commissioner Tino Silva, and Commissioner Roseann Alderete LaCoursiere

**Excused** 2 - Commissioner Burt Field , and Commissioner Kevan Michael Walke

**A motion was made by Commissioner Knaack, seconded by Commissioner Alderete LaCoursiere to excuse Commissioners Field and Walke.**

**Aye:** 5 - Commissioner Knaack, Commissioner Martinez, Commissioner Guerra, Commissioner Silva, and Commissioner Alderete LaCoursiere

**Absent:** 2 - Commissioner Field , and Commissioner Walke

#### **CONSENT CALENDAR**

**A motion was made by Commissioner Knaack, seconded by Commissioner Alderete LaCoursiere to approve the consent calendar.**

**Aye:** 5 - Commissioner Knaack, Commissioner Martinez, Commissioner Guerra, Commissioner Silva, and Commissioner Alderete LaCoursiere

**Absent:** 2 - Commissioner Field , and Commissioner Walke

- 1.A     [18-1277](#)     Action on the Parks and Recreation Commission Minutes of the September 18, 2018 Meeting

**Recommendation:** Approve the Parks and Recreation Commission Minutes of the September 18, 2018 Meeting

**A motion was made by Commissioner Knaack, seconded by Commissioner Alderete LaCoursiere to approve the minutes as part of the consent calendar.**

- 1.B     [18-1411](#)     Non-Resident Youth Sports Participant Fee and Wade Brummal Youth Sports Grant Fund Update

**Recommendation:** Note and File.

**A motion was made by Commissioner Knaack, seconded by Commissioner Alderete LaCoursiere to note and file the report as part of the consent calendar.**

### **PUBLIC PRESENTATIONS**

**Ana Vargas-Smith** (Historic & Landmarks Commission member) addressed the Commission regarding Reclaiming Our Downtown (a grassroots organization focused on rebuilding Santa Clara's old downtown), and reintroducing the Santa Clara Parade of Champions after a 25 year hiatus.

### **GENERAL BUSINESS**

- 1         [18-1408](#)     Art & Wine Festival 2018 Commission Grant Recommendations

**Recommendation:** Discuss the amount of net revenues available to be distributed among grant applicants that provided volunteers to Parks & Recreation Commission booths at Art & Wine Festival 2018 and make recommendation to Council.

**A motion was made by Commissioner Silva, seconded by Commissioner Martinez, that this item be sent to Council for approval of grant recommendations.**

**Aye:** 4 - Commissioner Knaack, Commissioner Martinez, Commissioner Guerra, and Commissioner Silva

**Absent:** 2 - Commissioner Field , and Commissioner Walke

**Abstained:** 1 - Commissioner Alderete LaCoursiere



- 2      [18-1407](#)      Discuss Annual Holiday Tree Lighting Event and Potential “Honorary Holiday Tree Lighter” Nominations for December 2018
- A motion was made by Commissioner Silva, seconded by Commissioner Alderete LaCoursiere, to recommend Chuck Blair (Former Parks & Recreation Commissioner), and Linda & Craig Connelly (Santa Clara Lions Youth Football & Cheer) as Honorary Holiday Tree Lighters for the Tree Lighting Ceremony.**
- Aye:** 5 - Commissioner Knaack, Commissioner Martinez, Commissioner Guerra, Commissioner Silva, and Commissioner Alderete LaCoursiere
- Absent:** 2 - Commissioner Field , and Commissioner Walke
- 3      [18-1275](#)      Parks & Recreation Commission Work Plan Goals for FY2018-19 Update
- The Commission reviewed the Work Plan Goals and by consensus will consider utilizing Inside Santa Clara for Work Plan Goal (a) inform and educate the community to improve understanding of parks and recreation infrastructure needs, future funding needs and potential new funding sources.**
- 4      [18-1398](#)      Adding an Item to a City Commission Agenda
- Commissioner Field** entered the meeting at 8:00 PM.
- Deputy Director Seale** provided a report on Adding an Item to a City Commission Agenda. No further action needed.

### **STAFF REPORT**

**Director Teixeira** reviewed the Raymond G. Gamma Dog Park and off-leash dog area concerns, and the grant application for all inclusive playground that is planned for the Arbors Area in Central Park. **Deputy Director Seale** reviewed current Park Projects with the Commission, including those at Bowers Park, Machado Park, Homeridge Park, Agnew Park, and Fuller Street Park.

**COMMISSIONERS REPORT**

**Commissioner Knaack:** visited Earl R. Carmichael Park, Maywood Park, Bowers Park, San Tomas & Monroe Neighborhood Park & Community Garden.

**Commissioner Martinez:** visited San Tomas & Monroe Neighborhood Park & Community Garden, and attended a Reclaiming Our Downtown meeting.

**Commissioner LaCoursiere:** visited Henry Schmidt Park and attended a celebration of life memorial for the late Don Korn (Parks & Recreation employee). Visited Steve Carli Park--Westside Little League Field and expressed concern about the condition of the baseball field. She also visited San Tomas & Monroe Neighborhood Park & Community Garden.

**Commissioner Guerra:** Visited Earl R. Carmichael Park, Steve Carli Park, Mary Gomez Park and shared his concern about children crossing the street safely after attending Santa Clara Swim Club programs at the pool. Thanked City Council for approving the naming of the Jerry Marsalli Multipurpose Building at the Reed & Grant Street Sports Park.

**ADJOURNMENT**

**The meeting was adjourned at 9:05 PM.**

The next regular scheduled meeting is November 20, 2018

#### Public Presentations

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# City of Santa Clara

## Meeting Minutes

### Parks & Recreation Commission

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11/20/2018

7:00 PM

City Hall - East Wing Cafeteria

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

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

**Present** 6 - Commissioner Joe Martinez, Commissioner George Guerra, Commissioner Tino Silva, Commissioner Burt Field, Commissioner Kevan Michael Walke, and Commissioner Roseann Alderete LaCoursiere

**Excused** 1 - Commissioner Andrew Knaack

**A motion was made by Commissioner Walke, seconded by Commissioner Martinez to excuse Commissioner Knaack.**

**Aye:** 6 - Commissioner Martinez, Commissioner Guerra, Commissioner Silva, Commissioner Field, Commissioner Walke, and Commissioner Alderete LaCoursiere

**Absent:** 1 - Commissioner Knaack

#### **CONSENT CALENDAR**

**A motion was made by Commissioner Alderete LaCoursiere, seconded by Commissioner Martinez to approve the consent calendar.**

**Aye:** 6 - Commissioner Martinez, Commissioner Guerra, Commissioner Silva, Commissioner Field, Commissioner Walke, and Commissioner Alderete LaCoursiere

**Absent:** 1 - Commissioner Knaack

**1.A**     [18-1547](#)     Action on the Parks and Recreation Commission Minutes of the October 16, 2018 Meeting

**Recommendation:** Approve the Parks and Recreation Commission Minutes of the October 16, 2018 Meeting.

- 1.B      [18-1526](#)      Consider a Request from Santa Clara Police Activities League (SCPAL) for a financial Grant in the amount of \$1,000 from the Wade Brummal Youth Sports Grant Fund

**Recommendation:** That the Commission recommend that Santa Clara Police Activities League receive a financial grant in the amount of \$1,000 for program registrations for 20 youth soccer and 6 youth softball participants in SCPAL programs from the Wade Brummal Youth Sports Grant Fund.

### **PUBLIC PRESENTATIONS**

**AP-Government Class (Wilcox HS)** attended the Parks & Recreation Commission Meeting.

### **GENERAL BUSINESS**

1.      [18-849](#)      Dog Park Updates Report

**Recommendation:** Note and file report.

**Noted and filed**

### **STAFF REPORT**

**Deputy Director Seale** provided an update to the Commission on current Park Projects, such as Bowers & Machado which is currently out for bid. He reviewed the upcoming Tree Lighting Ceremony (December 7, 2018) and that staff will inform the Commissioners regarding details about volunteering to work at the event.

2.      [18-1550](#)      Parks & Recreation Commission Work Plan Goals for FY2018-19 Update

**The Commission discussed all of the Work Plan Goals for FY2018-19. The Commission will discuss at the December meeting, which Commissioners will form the sub-committee for Work Plan Goal (b) review existing park rehabilitation needs and new residential development park project plans.**

**COMMISSIONERS REPORT**

**Commissioner Alderete LaCoursiere:** Visited Steve Carli Park, San Tomas & Monroe Neighborhood Park & Community Garden. Noted the construction progress at the Reed & Grant Streets Sports Park site and at the Raymond G. Gamma Dog Park site.

**Commissioner Martinez:** Attended the Placemaking Workshop at the Mission Branch Library in October.

**Commissioner Guerra:** Noted the impressive progress of construction at the Reed & Grant Streets Sports Park site. The San Tomas & Monroe Neighborhood Park & Community Garden looks fantastic as does the community garden area.

**Commissioner Silva:** Would like staff to provide an update on the condition and timeline of repairs to the asphalt pedestrian pathway near the Pavilion Parking lot in Central Park.

**Commissioner Walke:** Visited Steve Carli Park, San Tomas & Monroe Neighborhood Park & Community Garden and the off-leash dog area there. He observed the progress of construction at the Reed & Grant Streets Sports Park site.

**ADJOURNMENT**

**The meeting was adjourned at 8:08 PM.**

The next meeting will be December 18, 2018.

#### Public Presentations

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#### Americans with Disabilities Act (ADA)

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# City of Santa Clara

## Meeting Minutes

### Parks & Recreation Commission

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12/18/2018

7:00 PM

City Hall - East Wing Cafeteria

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

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

**Present** 6 - Commissioner Andrew Knaack, Commissioner Joe Martinez, Commissioner George Guerra, Commissioner Tino Silva, Commissioner Kevan Michael Walke, and Commissioner Roseann Alderete LaCoursiere

**Absent** 1 - Commissioner Burt Field

#### **CONSENT CALENDAR**

1.A [18-1618](#) Action on the Parks and Recreation Commission Minutes of the November 20, 2018 Meeting

**Recommendation:** Approve the Parks and Recreation Commission Minutes of the November 20, 2018 Meeting.

**A motion was made by Commissioner Walke, seconded by Commissioner Silva to approve the minutes.**

**Aye:** 5 - Commissioner Martinez, Commissioner Guerra, Commissioner Silva, Commissioner Walke, and Commissioner Alderete LaCoursiere

**Absent:** 1 - Commissioner Field

**Abstained:** 1 - Commissioner Knaack

#### **PUBLIC PRESENTATIONS**

#### **GENERAL BUSINESS**

2. [18-1671](#) Citywide Special Events ABC Permit Planning & Logistics

**Recommendation:** There is no staff recommendation for this item.

**Recreation Manager Castro** reviewed the ABC Permit Planning and Logistics report. The Commission reviewed the Tree Lighting Event and emphasized the need for timely communications during the planning stage for major events.

**Noted and filed**



**STAFF REPORT**

3. [18-1651](#) Parks & Recreation Commission Work Plan Goals for FY2018-19 Update

**Director Teixeira and Deputy Director Seale** reviewed and explained the 2017 Facilities Condition Assessment (FCA), Executive Summary. The Executive Summary provides the background and starting point for the Commission to consider the selection of a subcommittee to address Work Plan Goal (b) review existing park rehabilitation needs and new residential development park project plans.

**COMMISSIONERS REPORT**

**Commissioner Alderete LaCoursiere:** Attended the Tree Lighting Event. Participated with meals for homebound seniors. Participated as a docent for the Home Tour.

**Commissioner Knaack:** Attended Tree Lighting Event. Visited Bowers Park and San Tomas & Monroe Neighborhood Park & Community Garden.

**Commissioner Martinez:** Attended Tree Lighting Event and passed by the Central Park Annex.

**Commissioner Guerra:** Attended the Tree Lighting event and thought it was great. Thanked the City staff who worked on the event.

**Commissioner Silva:** Attended the Tree Lighting Event.

**Commissioner Walke:** Visited Larry J. Marsalli Park, and Fremont Park. Attended the Tree Lighting Event, and commented how everyone enjoyed the Entourage Band.

**ADJOURNMENT**

**The meeting was adjourned at 8:28 PM.**

The next meeting will be January 15, 2019.



# City of Santa Clara

## Meeting Minutes

### Youth Commission

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11/13/2018

6:00 PM Santa Clara Teen Center - 2446 Cabrillo Avenue Santa Clara CA 95051

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#### CALL TO ORDER AND ROLL CALL

Vice Chair Grewal called the meeting to order at 18:03. Member Vince Kloes seconded.

#### **Approved**

**Present** 12 - Member Ria Grewal, Member Bella Jimenez, Member Jasmine Kelly-Tanti, Member Vincent Kloes, Member Adrienne Krivokapic-Zhou, Member Damarah Madriaga, Member Kayla Phan, Member Siya Sharma, Member Meera Suresh, Member Smrithi Suresh, Member Natasha Yen, and Member Sanjana Yerramaneni

**Excused** 3 - Member Yusra Arub, Member Antonio Davila, and Member Caroline Kloes

#### CONSENT CALENDAR

**1.A**     [18-1479](#)     Youth Commission Minutes of October 9, 2018

**A motion was made by Member Yerramaneni, seconded by Member Vince Kloes, that this item be recommended for approval. The motion carried by the following vote:**

**Aye:** 12 - Member Grewal, Member Jimenez, Member Kelly-Tanti, Member Kloes, Member Krivokapic-Zhou, Member Madriaga, Member Phan, Member Sharma, Member Suresh, Member Suresh, Member Yen, and Member Yerramaneni

**Excused:** 3 - Member Arub, Member Davila, and Member Kloes

#### PUBLIC PRESENTATIONS

#### GENERAL BUSINESS

**2**      [18-1474](#)      Youth Commission 2018-19 Work Plan & Goals Update

Youth Commissioners will concentrate on three areas for their 2018-19 term work plan including: 5K run at Central Park, Inclusive Makerspace, and Public Outreach.

**A motion was made by Member Yerramaneni, seconded by Member Madriaga, that this item be approved. The motion carried by the following vote:**

**Aye:** 12 - Member Grewal, Member Jimenez, Member Kelly-Tanti, Member Kloes, Member Krivokapic-Zhou, Member Madriaga, Member Phan, Member Sharma, Member Suresh, Member Suresh, Member Yen, and Member Yerramaneni

**Excused:** 3 - Member Arub, Member Davila, and Member Kloes

**3**      [18-1480](#)      Youth Commission 2018-19 Review Calendar of Upcoming Events

Youth Commissioners reviewed upcoming events and dates. Commissioners will be selling pizza slices at the Holiday Tree Lighting event on Friday, December 7, 2018 to raise funds for scholarships and activities.

**STAFF REPORT****COMMISSIONERS REPORT****ADJOURNMENT**

Member Vince Kloes made a motion to adjourn the meeting at 19:30. Member Madriaga seconded.

**A motion was made by Member Vince Kloes, seconded by Member Madriaga, that this item be Adjourned. The motion carried by the following vote:**

The next regular scheduled meeting is December 11, 2018

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# City of Santa Clara

## Meeting Minutes Youth Commission

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12/11/2018

6:00 PM Santa Clara Teen Center - 2446 Cabrillo Avenue, Santa Clara, CA 95051

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

**Secretary Yerramaneni called the meeting to order at 18:04. Member Phan seconded.**

**Present** 13 - Member Yusra Arub, Member Antonio Davila, Member Bella Jimenez, Member Jasmine Kelly-Tanti, Member Caroline Kloes, Member Vincent Kloes, Member Adrienne Krivokapic-Zhou, Member Damarah Madriaga, Member Kayla Phan, Member Siya Sharma, Member Smrithi Suresh, Member Natasha Yen, and Member Sanjana Yerramaneni

**Excused** 2 - Member Ria Grewal, and Member Meera Suresh

### **CONSENT CALENDAR**

**1      18-1611      Youth Commission Minutes of November 13, 2018**

**A motion was made by Member Yerramaneni; seconded by Member Madriaga, that this item be recommended for approval. The motion carried by the following vote:**

**Aye:** 13 - Member Arub, Member Davila, Member Jimenez, Member Kelly-Tanti, Member Kloes, Member Kloes, Member Krivokapic-Zhou, Member Madriaga, Member Phan, Member Sharma, Member Suresh, Member Yen, and Member Yerramaneni

**Excused:** 2 - Member Grewal, and Member Suresh

### **PUBLIC PRESENTATIONS**

Tabitha Kappeler-Hurley, co-chair for the 2019 Santa Clara Relay for Life presented information on how community members can participate, volunteer, and support the event. The dates for the event are April 27 and 28, 2019.

### **GENERAL BUSINESS**

**2        18-1612        Youth Commission 2018-19 Review Calendar of Upcoming Events**

Youth Commissioners discussed Holiday Tree Lighting event food sales, determined volunteer shifts for the January 11, 2019 Sunset Cinema at the Central Library, and scheduled a winter social/retreat for Sunday, January 13, 2019 at the Teen Center.

**STAFF REPORT****COMMISSIONERS REPORT****3        18-1613        Youth Commission Committee Report for Public Outreach**

Committee members provided a brief update on their goals for Public Outreach, including raising awareness of the Youth Commission and its role, youth in government and voting, environmental issues, and more. The committee will begin planning their outreach methods and strategies at the December 18 committee meeting.

**4        18-1614        Youth Commission Committee Report for 5K Fun Run**

Committee members provided a brief update on their goals for the 5K Fun Run, including sharing the tentative date of Sunday, April 28, 2019 in Central Park. The committee will begin planning the event at the December 18 committee meeting.

**5        18-1615        Youth Commission Committee Report for Inclusive Makerspace**

Committee members provided a brief update on their goals for the Inclusive Makerspace, including sharing the tentative date of Saturday, June 1, 2019 at the Central Library from 10:00am-1:00pm. This will be a collaborative effort between the Youth Commission, Library, and the Therapeutic Recreation Services program. The committee will begin planning the event at the December 18 committee meeting.

**ADJOURNMENT**

**A motion was made by Member Daila, seconded by Member Phan, that this item be Adjourned. The motion carried by the following vote:**

**Aye:** 13 - Member Arub, Member Davila, Member Jimenez, Member Kelly-Tanti, Member Kloes, Member Kloes, Member Krivokapic-Zhou, Member Madriaga, Member Phan, Member Sharma, Member Suresh, Member Yen, and Member Yerramaneni

**Excused:** 2 - Member Grewal, and Member Suresh

The next meeting will be on January 8, 2019, Tuesday, at 6:00 PM.



# City of Santa Clara

## Meeting Minutes

### Audit Committee

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12/03/2018

5:00 PM

CMO Staff Conference Room  
1500 Warburton Avenue  
Santa Clara, CA 95050

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#### CALL TO ORDER AND ROLL CALL

**Chairperson Kolstad** called the meeting to order at 5:00 P.M.

**Present** 3 - Patrick Kolstad, Lisa M. Gillmor, and Kathy Watanabe

#### CONSENT CALENDAR

- 1.A [18-1503](#) Audit Committee Minutes

**Recommendation:** Approve the Audit Committee minutes of August 27, 2018.

**A motion was made by Council Member Watanabe, seconded by Council Member Gillmor to approve staff recommendation.**

**Aye:** 3 - Kolstad, Gillmor, and Watanabe

#### PUBLIC PRESENTATIONS

None.

#### GENERAL BUSINESS

2. [18-1504](#) Overview of the draft City of Santa Clara Audited Comprehensive Annual Financial Report (CAFR), Audited Silicon Valley Power (SVP) Financial Statements, and Audited Transportation Development Act (TDA) Financial Statements for Fiscal Year Ended June 30, 2018

**Recommendation:** Accept the City of Santa Clara Audited Comprehensive Annual Financial Report, Silicon Valley Power Financial Statements, and Transportation Development Act Financial Statements for Fiscal Year Ended June 30, 2018 and recommend that the reports are forwarded for note and file to the full Council at the January 15, 2019 Council and Authorities Concurrent meeting.

**Council Member Gillmor left after this item was heard but before a motion was made.**

**A motion was made by Council Member Watanabe, seconded by Council Member Kolstad to approve staff recommendation.**



**Aye:** 2 - Kolstad, and Watanabe

**Absent:** 1 - Gillmor

3. [18-1586](#) Action on the Audit Work Plan for Fiscal Year 2018/19 and 2019/20

**Recommendation:** Approve the Audit Work Plan for Fiscal Year 2019 (mid-year) and 2020 to the City Council

**A motion was made by Council Member Watanabe, seconded by Council Member Kolstad to approve staff recommendation.**

**Aye:** 2 - Kolstad, and Watanabe

**Absent:** 1 - Gillmor

#### **STAFF REPORT**

#### **COMMITTEE REPORT**

#### **ADJOURNMENT**

**Chairperson Kolstad** adjourned the meeting at 5:40 P.M.

Future Audit Committee Meetings will be scheduled at future date.



# City of Santa Clara

## Meeting Minutes

### Planning

### Commission

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01/09/2019

6:00 PM

City Hall Council Chambers

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#### **6:00 PM REGULAR MEETING**

##### **Call to Order**

**Chair Jain** called the meeting to order at 6:00 p.m.

##### **Roll Call**

**Present** 5 - Commissioner Steve Kelly, Commissioner Yuki Ikezi, Chair  
Sudhanshu Jain, Commissioner Lance Saleme, and Commissioner  
Anthony Becker

**Absent** 1 - Commissioner Shawn Williams

**A motion was made by Commissioner Becker, seconded by  
Commissioner Saleme to excuse Commissioner Williams from the  
meeting.**

**Aye:** 5 - Commissioner Kelly, Commissioner Ikezi, Chair Jain, Commissioner  
Saleme, and Commissioner Becker

**Excused:** 1 - Commissioner Williams

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

**Chair Jain** read the Declaration of Commission Procedures.

#### **CONTINUANCES/EXCEPTIONS**

None.

#### **CONSENT CALENDAR**

1.A [19-1667](#) Planning Commission Meeting Minutes of December 12, 2018.

**Recommendation:** Approve the Planning Commission Minutes of the December 12, 2018 Meeting.

**This item was pulled by Commission Ikezi who requested minor modifications be made. A motion was made by Commissioner Ikezi and seconded by Commission Kelly that this item be approved with minor modifications.**

**Aye:** 5 - Commissioner Kelly, Commissioner Ikezi, Chair Jain, Commissioner Saleme, and Commissioner Becker

**Excused:** 1 - Commissioner Williams

1.B [19-1207](#) Consent: Action on Use Permit for ABC License Type 41 for Shake Shack Located at 2855 Stevens Creek Boulevard

**Recommendation:** Adopt a resolution approving a Use Permit for the sale and consumption of beer and wine (ABC License Type 41) in the new Shake Shack restaurant located at 2855 Stevens Creek Boulevard, subject to conditions of approval.

**Item was pulled from consent calendar by Applicant Jeremy Layton. Applicant requested to alter the Conditions of Approval, Item C5 to alter the hours of operation and service of beer and wine with food. A motion was made by Commissioner Becker and seconded by Commissioner Ikezi that this item be approved with the following conditions: approval of use permit for hours of service to be until 12 a.m. on Friday and Saturday evenings with a six-month and twelve month review to take place. If there is excessive police activity during that timeperiod, hours of operation can be restricted to 11 p.m. after one year.**

**Public Speaker: Jeremy Layton - Applicant**

**Aye:** 5 - Commissioner Kelly, Commissioner Ikezi, Chair Jain, Commissioner Saleme, and Commissioner Becker

**Excused:** 1 - Commissioner Williams

## **PUBLIC PRESENTATIONS**

None.

## **PUBLIC HEARING**

2. [19-1700](#) Selection of Planning Commission Vice Chair

**Chair Jain made a motion to vote for Commissioner Becker to fill the partial term of Vice Chair through June 30, 2019. Commissioner Becker was selected by 3 votes.**

**Aye:** 3 - Commissioner Kelly, Commissioner Ikezi, and Commissioner Becker

**Nay:** 1 - Commissioner Saleme

**Absent:** 1 - Commissioner Williams

**Abstained:** 1 - Chair Jain

**Chair Jain made a motion to vote for Commissioner Saleme to fill the partial term of Vice Chair through June 30, 2019. Motion Failed.**

**Aye:** 2 - Chair Jain, and Commissioner Saleme

**Nay:** 1 - Commissioner Ikezi

**Absent:** 1 - Commissioner Williams

**Abstained:** 2 - Commissioner Kelly, and Commissioner Becker

3. [19-1661](#) Public Hearing: Action on Use Permit to allow the conversion of a service station building into a retail convenience store and potential restaurant at 3725 El Camino Real

**Recommendation:** Adopt a resolution approving a Use Permit to allow the conversion of an existing service station building for a convenience store with off-site beer and wine sales (ABC Type 20 License) and potential restaurant (that would not serve beer and wine for on-site consumption) on the property located at 3725 El Camino Real.

**A motion was made by Commissioner Becker and seconded by Commisisoner Kelly to close Public Hearing**

**Aye:** 5 - Commissioner Kelly, Commissioner Ikezi, Chair Jain, Commissioner Saleme, and Commissioner Becker

**Excused:** 1 - Commissioner Williams

**A motion was made by Commissioner Becker, seconded by Commissioner Kelly, that this item be approved.**

**Aye:** 5 - Commissioner Kelly, Commissioner Ikezi, Chair Jain, Commissioner Saleme, and Commissioner Becker

**Excused:** 1 - Commissioner Williams

**STUDY SESSION**[19-1665](#)

Study Session: Due Process and Housing Legislation

**Assistant City Attorney Alexander Abbe** provided an overview of Due Process and Housing Legislation.

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

**Commissioner Becker** expressed concerns regarding pedestrian safety crossing Benton near Las Palmas.

1. Announcements/Other Items
2. Board or Committee Assignments
3. Architectural Committee
4. Commissioner Travel and Training Reports, Requests to attend Trainings

**A motion was made by Commissioner Kelly and seconded by Commissioner Ikezi to approve allocation of \$4500 for up to 3 Commissioners to attend APA Conference and Leadership Santa Clara,**

**Aye:** 5 - Commissioner Kelly, Commissioner Ikezi, Chair Jain, Commissioner Saleme, and Commissioner Becker

**Excused:** 1 - Commissioner Williams

**A motion was made by Commissioner Ikezi and seconded by Commissioner Jain to approve up to \$1500 to be allocated towards one Commissioner to attend the League of California Cities Planning Commissioner Academy.**

**Aye:** 5 - Commissioner Kelly, Commissioner Ikezi, Chair Jain, Commissioner Saleme, and Commissioner Becker

**Excused:** 1 - Commissioner Williams

**DIRECTOR OF COMMUNITY DEVELOPMENT REPORTS:**

**Development Review Officer Gloria Sciara** and **Planning Manager Reena Brilliot** reported on Council action items.

1. Planning Commission Budget Updates

2. Upcoming Agenda Items

**Planning Manager Reena Brilliot** provided updates.

3. City Council Actions

**ADJOURNMENT:**

The meeting adjourned at 8:22 p.m. The next regular scheduled meeting is on February 27, 2019 at 6:00 PM in the City Hall Council Chambers.



# City of Santa Clara

## Meeting Minutes

### Planning Commission.

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02/27/2019

6:00 PM

City Hall Council Chambers

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#### **6:00 PM REGULAR MEETING**

##### **Call to Order**

**Chair Jain** called the meeting to order at 6:08 p.m.

##### **Pledge of Allegiance and Statement of Values**

##### **Roll Call**

**Present** 4 - Commissioner Steve Kelly, Commissioner Yuki Ikezi, Chair  
Sudhanshu Jain, and Commissioner Anthony Becker

**Absent** 2 - Commissioner Lance Saleme, and Commissioner Shawn Williams

**A motion was made by Commissioner Ikezi, seconded by  
Commissioner Kelly to excuse Commissioner Saleme and  
Commissioner Williams from the meeting.**

**Aye:** 4 - Commissioner Kelly, Commissioner Ikezi, Chair Jain, and  
Commissioner Becker

**Excused:** 2 - Commissioner Saleme, and Commissioner Williams

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

**Chair Jain** read the Declaration of Commission Procedures.

#### **CONTINUANCES/EXCEPTIONS**

None

#### **CONSENT CALENDAR**

**A motion was made by Commissioner Becker, seconded by  
Commissioner Ikezi that Item 1B be approved.**

**Aye:** 4 - Commissioner Kelly, Commissioner Ikezi, Chair Jain, and  
Commissioner Becker

**Absent:** 2 - Commissioner Saleme, and Commissioner Williams

- 1.B [19-1588](#) Consent: Action on Use Permit for ABC License Type 47 for Element Hotel located at 1950 Wyatt Drive

**Recommendation:** Adopt a Resolution approving a Use Permit for sales and consumption of beer and wine (ABC License Type 47) in a new restaurant within the previously approved Element Hotel, subject to conditions of approval.

**A motion was made by Commissioner Becker, seconded by Commissioner Ikezi that this item be approved.**

**Aye:** 4 - Commissioner Kelly, Commissioner Ikezi, Chair Jain, and Commissioner Becker

**Absent:** 2 - Commissioner Saleme, and Commissioner Williams

- 1.A [19-171](#) Planning Commission Meeting Minutes of January 9, 2019.

**Recommendation:** Approve the Planning Commission Minutes of the January 9, 2019 Meeting.

**This item was pulled by Chair Jain who requested minor modifications be made to reflect the failed motion for the selection of Planning Commission Vice Chair. A motion was made by Commissioner Ikezi and seconded by Commissioner Kelly that this item be approved with minor modifications.**

**Aye:** 4 - Commissioner Kelly, Commissioner Ikezi, Chair Jain, and Commissioner Becker

**Absent:** 2 - Commissioner Saleme, and Commissioner Williams

- 1.C [19-088](#) Consent: Action on Time Extension for the Residential Mixed-Use Project located at 2232-2240 El Camino Real

**Recommendation:** Recommend that the City Council approve a two-year extension of the rezone from Community Commercial (CC) to Planned Development (PD) for the residential mixed-use project located at 2232-2240 El Camino Real.

**This item was pulled by Chair Jain who had questions on the extension process and number of affordable housing units . Planning Manager Reena Brilliot clarified that additional conditions could not be made at this time. A motion was made by Commissioner Ikezi and seconded by Commissioner Kelly to recommend City Council approval.**

**Aye:** 4 - Commissioner Kelly, Commissioner Ikezi, Chair Jain, and Commissioner Becker

**Absent:** 2 - Commissioner Saleme, and Commissioner Williams



**PUBLIC PRESENTATIONS**

None

**PUBLIC HEARING**

2. [19-1663](#) Public Hearing: Action on Use Permit to allow a hydrogen vehicle fueling facility at 1375 Norman Avenue

**Recommendation:** Adopt a Resolution approving a Use Permit to allow a hydrogen vehicle fueling facility at 1375 Norman Avenue.

**Public Speaker:** Charlie Sohn

**A motion was made by Commissioner Kelly and seconded by Commissioner Ikezi that this item be approved with an additional condition that the property owner shall install a security camera to monitor the site at all times.**

**Aye:** 4 - Commissioner Kelly, Commissioner Ikezi, Chair Jain, and Commissioner Becker

**Absent:** 2 - Commissioner Saleme, and Commissioner Williams

3. [19-098](#) Public Hearing: Action on a Variance from the parking requirement for the single family residence at 648 Robin Drive

**Recommendation:** Alternative 1: Adopt a resolution denying the variance to allow an 891 square feet rear addition, resulting in a 4 bedroom and 3 bathroom one-story single family residence with an existing 292 square feet one car garage to remain.

**Public Speakers:** Sean and Jessica Randolph (Applicant)

**A motion to approve this item was made by Commissioner Becker. This motion died due to lack of seconder.**

**A motion was made by Commissioner Ikezi and seconded by Commissioner Kelly to reopen the Public Hearing.**

**Aye:** 4 - Commissioner Kelly, Commissioner Ikezi, Chair Jain, and Commissioner Becker

**Absent:** 2 - Commissioner Saleme, and Commissioner Williams

**A motion was made by Commissioner Ikezi and seconded by Commissioner Becker to continue the item to the March 13, 2019 Planning Commission Meeting.**

**Aye:** 4 - Commissioner Kelly, Commissioner Ikezi, Chair Jain, and Commissioner Becker

**Absent:** 2 - Commissioner Saleme, and Commissioner Williams

4. [19-151](#) Public Hearing: Action on a Conditional Use Permit for BMI Fitness to allow a gym at 1678 Coleman Avenue

**Recommendation:** Adopt a Resolution to Approve a Use Permit to allow a gym located at 1678 Coleman Avenue, subject to conditions of approval.

**A motion was made by Commissioner Ikezi and seconded by Commissioner Becker to continue the item to the March 13, 2019 Planning Commission meeting as the business owner was not in attendance at the meeting.**

**Aye:** 4 - Commissioner Kelly, Commissioner Ikezi, Chair Jain, and Commissioner Becker

**Absent:** 2 - Commissioner Saleme, and Commissioner Williams

5. [19-1674](#) Public Hearing: Action on a Use Permit for a Proposed Massage Establishment at 2529 Scott Boulevard

**Recommendation:** 1. Adopt a Resolution approving a Use Permit to allow conversion of an existing acupuncture office to provide a massage establishment located at 2529 Scott Boulevard, subject to conditions of approval.

**A motion was made by Commissioner Ikezi and seconded by Commissioner Kelly that this item be approved.**

**Aye:** 4 - Commissioner Kelly, Commissioner Ikezi, Chair Jain, and Commissioner Becker

**Absent:** 2 - Commissioner Saleme, and Commissioner Williams

6. [19-108](#) Selection of Planning Commission Secretary

**Chair Jain called for nominations to fill the partial term of Secretary through June 30, 2019. Chair Jain then nominated Commissioner Ikezi to fill the position. With no other nominations on the floor, Chair Jain called for the vote on whether to elect Commissioner Ikezi to fill the partial term of Secretary through June 30, 2019.**

**Aye:** 4 - Commissioner Kelly, Commissioner Ikezi, Chair Jain, and Commissioner Becker

**Absent:** 2 - Commissioner Saleme, and Commissioner Williams

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

1. Announcements/Other Items
2. Board or Committee Assignments
3. Architectural Committee
4. Commissioner Travel and Training Reports, Requests to attend Trainings

**Chair Jain** attended the State of the Valley Conference.

**DIRECTOR OF COMMUNITY DEVELOPMENT REPORTS:**

1. Planning Commission Budget Updates

**Development Review Officer/Staff Liaison Gloria Sciara** provided a Budget Update.

2. Upcoming Agenda Items
3. City Council Actions

**Development Review Officer/Staff Liaison Gloria Sciara and Planning Manager Reena Brilliot** provided updates.

4. Upcoming City Council Discussion of the Architectural Review Process

**Planning Manager Reena Brilliot** provided information on the upcoming Architectural Review Process item that will be heard at the March 5, 2019 Council Meeting.

**ADJOURNMENT:**

**The meeting adjourned at 8:17 p.m. The next regular scheduled meeting is on March 13, 2019.**



# City of Santa Clara

## Meeting Minutes

### Historical & Landmarks Commission

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11/01/2018

7:00 PM

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

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#### CALL TO ORDER AND ROLL CALL

**Chair Cherukuru** called the meeting to order at 7:00 p.m.

**Present** 5 - Commissioner Nancy A. Biagini, Commissioner Patricia Leung, Commissioner Priya Cherukuru, Commissioner Stephen Estes, and Commissioner Ana Vargas-Smith

**Absent** 2 - Commissioner J.L. "Spike" Standifer, and Commissioner Michael Celso

#### DECLARATION OF COMMISSION PROCEDURES

**Chair Cherukuru** reviewed the Historical and Landmarks Commission procedures.

#### REQUESTS FOR EXCEPTIONS, WITHDRAWALS AND CONTINUANCES

None

#### CONSENT CALENDAR

**1.A.**     [18-1381](#)     Action on Historical and Landmarks Commission Minutes of October 4, 2018

**Recommendation:** Approve the Historical and Landmarks Commission Minutes of October 4, 2018.

**A motion was made by Commissioner Vargas-Smith and seconded by Commissioner Estes to approve the Minutes for the meeting of September 6, 2018 with minor spelling edits to names.**

**Aye:** 5 - Commissioner Biagini, Commissioner Leung, Commissioner Cherukuru, Commissioner Estes, and Commissioner Vargas-Smith

**Absent:** 2 - Commissioner Standifer, and Commissioner Celso

#### PUBLIC PRESENTATION

None

**PUBLIC HEARING / GENERAL BUSINESS**

2. [18-1404](#) Public Hearing: Listing on the City's Historic Resources Inventory, Mills Act Contract, and Design Review and SPA Permit for 820 Civic Center Drive

**Recommendation:** Staff recommends the Historical and Landmarks Commission find that the house will retain sufficient integrity as a significant example of Spanish Colonial Revival architecture through the construction of the proposed addition, subject to the procedures outlined in the September 17, 2018 Preservation Plan prepared by Bonnie Bamburg of Urban Programmers, and recommend approval of the following:

- 1) That, based upon the historic survey (DPR) and the evaluations of the proposed remodel and additions to the property, the Commission forward a recommendation to the City Council for approval of the designation and addition of this property to the City's Historic Resource Inventory;
- 2) That, based upon the analysis and findings of the historical evaluation, the Commission forward a recommendation to the City Council for approval of the Mills Act Contract application, including the adoption of a 10-Year Rehabilitation and Maintenance Plan associated with this historical preservation agreement; and,
- 3) That, based upon the analysis and findings of the historical evaluation, the Commission forward a recommendation of approval for issuance of a Significant Property Alteration (SPA) Permit to the Director of Community Development for the proposed addition, subject to the procedures outlined in the September 17, 2018 Preservation Plan prepared by Bonnie Bamburg of Urban Programmers, and subject to the additional condition that an updated Historic Survey (DPR) be prepared by the property owner and submitted to the City for the property following completion of the above-referenced addition and remodel improvements to house.

**Public Speaker(s):** Michael Fisher, Cheryl Fisher, 1 Member of the Public

**A motion was made by Commissioner Biagini and seconded by Commissioner Leung to recommend approval of the historic designation and addition of the property to the City's Historic Resource Inventory.**

**Aye:** 5 - Commissioner Biagini, Commissioner Leung, Commissioner Cherukuru, Commissioner Estes, and Commissioner Vargas-Smith

**Absent:** 2 - Commissioner Standifer, and Commissioner Celso

**A motion was made by Commissioner Estes and seconded by Commissioner Biagini to recommend approval of the requested Mills Act Contract, including the adoption of the proposed associated 10-year Rehabilitation and Maintenance Plan, considering the option of the property owners to include in the 10-year plan, the preservation or restoration or rehabilitation of the adobe brick retaining wall and lamp pillars.**

**Aye:** 5 - Commissioner Biagini, Commissioner Leung, Commissioner Cherukuru, Commissioner Estes, and Commissioner Vargas-Smith

**Absent:** 2 - Commissioner Standifer, and Commissioner Celso

**A motion was made by Commissioner Estes and seconded by Commissioner Biagini to recommend approval of the issuance of a Significant Property Alteration (SPA) Permit for the proposed addition and covered parking placement, subject to the recommended conditions of approval in the staff report, and subject to the added condition that the adobe brick retaining wall and pillars not be removed as part of the scope of the SPA, consideration of which depends upon further review of how the State Historic Building Code may be applied to preserve the status of the existing wall and pillars.**

**Aye:** 5 - Commissioner Biagini, Commissioner Leung, Commissioner Cherukuru, Commissioner Estes, and Commissioner Vargas-Smith

**Absent:** 2 - Commissioner Standifer, and Commissioner Celso

**A motion was made by Commissioner Leung and seconded by Commissioner Vargas-Smith to authorize the order of a small bronze plaque to be inscribed with the date "c.1935" for placement on the property upon approval of the requested Mills Act Contract.**

**Aye:** 5 - Commissioner Biagini, Commissioner Leung, Commissioner Cherukuru, Commissioner Estes, and Commissioner Vargas-Smith

**Absent:** 2 - Commissioner Standifer, and Commissioner Celso

3. [18-1460](#) Public Hearing: Mills Act Contract for 1217 Harrison Street

**Recommendation:** Based upon the analysis and findings of the historical evaluation survey, staff recommends that the Commission forward a recommendation to the City Council for approval of the Mills Act Contract application, including the adoption of 10-Year Rehabilitation and Maintenance Plan associated with this historical preservation agreement.

**Public Speaker(s):** Suyog Kishor Kotecha

**A motion was made by Commissioner Biagini and seconded by Commissioner Vargas-Smith to recommend City Council approval of the Mills Act contract, including the adoption of the 10-Year Rehabilitation and Maintenance Plan.**

**Aye:** 5 - Commissioner Biagini, Commissioner Leung, Commissioner Cherukuru, Commissioner Estes, and Commissioner Vargas-Smith

**Absent:** 2 - Commissioner Standifer, and Commissioner Celso

**A motion was further made by Commissioner Leung and seconded by Commissioner Vargas-Smith to authorize the order of a small bronze plaque to be inscribed with the date “c.1891” for placement on the property upon approval of the requested Mills Act Contract.**

**Aye:** 5 - Commissioner Biagini, Commissioner Leung, Commissioner Cherukuru, Commissioner Estes, and Commissioner Vargas-Smith

**Absent:** 2 - Commissioner Standifer, and Commissioner Celso

4. [18-1355](#) Public Hearing: Consideration of 2017-2018 Historical Property Preservation Agreement Audit (Mills Act Contracts)

**Recommendation:** Staff recommends that the Commission note and file 2017-2018 Mills Act Contracts Audit; and Based on the updated 2017-2018 Mills Act Contracts Audit, that the Commission forward a recommendation of cancellation or nonrenewal of Mills Act Contracts for the following properties:

- 1895 Catherine Street
- 1236 Jackson Street
- 742 Jefferson Street
- 1711 Main Street
- 741 Lincoln Street
- 1751 Benton Street
- 1695 Market Street
- 1212 Pierce Street
- 864 Madison Street
- 758 Jackson Street
- 906 Monroe/1341 Homestead

**Public Speaker(s):** Tim Hatch, Paul Yang, Tim Harper, Ivan Lam, Jonathan Evans, Butch Disessa, Patrick and Tedra Nikolai (not present/submitted letter)

**A motion was made by Commissioner Estes and seconded by Commissioner Leung to note and file the 2017-2018 Mills Act Contracts Audit.**

**Aye:** 5 - Commissioner Biagini, Commissioner Leung, Commissioner Cherukuru, Commissioner Estes, and Commissioner Vargas-Smith

**Absent:** 2 - Commissioner Standifer, and Commissioner Celso

**A motion was made by Commissioner Estes and seconded by Commissioner Biagini to recommend that staff formalize a Mills Act Contract Enforcement Plan to ensure that property owners know of their obligations and contractual requirements, include making the 10 Year plans contract terms reasonable, flexible, and enforceable, and to hold public comment on the Plan.**

**Aye:** 5 - Commissioner Biagini, Commissioner Leung, Commissioner Cherukuru, Commissioner Estes, and Commissioner Vargas-Smith

**Absent:** 2 - Commissioner Standifer, and Commissioner Celso



**A motion was made by Commissioner Estes and seconded by Commissioner Cherukuru to recommend that staff, based on the public comment received, work with the property owners that have responded to the audit, to review information based on the efforts of maintenance and upkeep of the historical resource based on Secretary of Interior Standards, and to based the whole of the audit on the good faith efforts and not just on the 10 year plan.**

**Aye:** 5 - Commissioner Biagini, Commissioner Leung, Commissioner Cherukuru, Commissioner Estes, and Commissioner Vargas-Smith

**Absent:** 2 - Commissioner Standifer, and Commissioner Celso

**A motion was made by Commissioner Estes and seconded by Commissioner Cherukuru to recommend that staff send out request via Certified Mail for participation in the Mills Act audit for those that have not responded and report back to the Historical and Landmarks Commission.**

**Aye:** 5 - Commissioner Biagini, Commissioner Leung, Commissioner Cherukuru, Commissioner Estes, and Commissioner Vargas-Smith

**Absent:** 2 - Commissioner Standifer, and Commissioner Celso

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

Announcements / Other Items

None

Board or Committee Assignments

**Commissioners** present reported on assignments.

Commissioner Travel and Training Reports, Requests to attend Trainings

**Commissioner Cherukuru** provided an updated on CEQA training she attended.

**HLC LIAISON REPORT**

## City Council and Planning Commission Actions

**Staff Liaison Yen Han Chen** reported on Council and Planning Commission items.

## Upcoming Agenda Items

**Staff Liaison Yen Han Chen** provided updates on upcoming agenda items. Chair Cherukuru requested that the Fiscal Work Plan and Preservation Month Activities be added to the next meeting agenda.

**ADJOURNMENT**

**A motion was made by Vice-Chair Estes to adjourn the meeting and by consent voice vote the meeting was adjourned at 11:30 p.m.**

The next regular scheduled meeting is on Thursday, December 6, 2018 at 7:00 p.m. in the City Council Chambers.



# City of Santa Clara

## Meeting Minutes

### Historical & Landmarks Commission

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01/03/2019

7:00 PM

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

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#### CALL TO ORDER AND ROLL CALL

**Vice-Chair Estes** called the meeting to order at 7:08 p.m.

**Present** 5 - Commissioner Nancy A. Biagini, Commissioner Stephen Estes, Commissioner J.L. "Spike" Standifer, Commissioner Ana Vargas-Smith, and Commissioner Michael Celso

**Absent** 2 - Commissioner Patricia Leung, and Commissioner Priya Cherukuru

#### DECLARATION OF COMMISSION PROCEDURES

**Vice-Chair Estes** reviewed the Historical & Landmarks Commission procedures.

#### REQUESTS FOR EXCEPTIONS, WITHDRAWALS AND CONTINUANCES

None

#### CONSENT CALENDAR

**1.A.** [19-1715](#) Action on Historical and Landmarks Commission Minutes of September 6, 2018

**Recommendation:** Note and File the corrected Historical and Landmarks Commission Minutes of September 6, 2018.

**A motion was made by Commissioner Biagini and seconded by Commissioner Vargas-Smith to approve staff recommendation.**

**Aye:** 5 - Commissioner Biagini, Commissioner Estes, Commissioner Standifer, Commissioner Vargas-Smith, and Commissioner Celso

**Absent:** 2 - Commissioner Leung, and Commissioner Cherukuru

- 1.B. [19-1714](#) Action on Historical and Landmarks Commission Minutes of November 1, 2018

**Recommendation:** Approve the Historical and Landmarks Commission Minutes of November 1, 2018.

**The vote failed due to a lack of a quorum of HLC members present at the November 1, 2018 meeting. The request to approve of the HLC Meeting Minutes of November 1, 2018 was continued to the February 7, 2019 meeting.**

### **PUBLIC PRESENTATIONS**

None

### **PUBLIC HEARING / GENERAL BUSINESS**

2. [19-1716](#) Review CLG Annual Report for 2017-2018

**Recommendation:** 1) That the each Commissioner completes the Statement of Qualifications, provide information on Section II.D. Training Received.

2) That the Commission reviews the Annual Report Template and provide guidance on Additional Information for the NPS and OHP found on pages 8-12.

**Staff Liaison Yen Han Chen noted receiving information on Section II.D. Training Received from Commissioners. Mr. Chen reviewed key accomplishments, including adoption of Historical Preservation Ordinance by City Council. Mr. Chen noted the initiation of the Historical Preservation Agreement (Mills Act Contract) Audit.**

### **REPORTS OF COMMISSION / COMMITTEE**

Announcements / Other Items

Discussion on Fiscal Work Plan and Preservation Month Activities moved to next HLC meeting.

Board or Committee Assignments

Commissioners present reported on assignments.

Commissioner Travel and Training Reports, Requests to Attend Training

Commissioners Celso, Vargas-Smith, and Leung indicated interest to participate in the 2019 Leadership Santa Clara Program.

**HLC LIAISON REPORT**

## City Council and Planning Commission Actions

**Staff Liaison Yen Han Chen** reported on Council and Planning Commission items.

## Upcoming Agenda Items

**Staff Liaison Yen Han Chen** noted the Council and HLC Joint Dinner is scheduled for March 5, 2019.

**ADJOURNMENT**

**A motion was made by Commissioner Biagini to adjourn the meeting and by consent voice the meeting was adjourned at 9:13 p.m.**

The next regular scheduled meeting is on Thursday, February 7, 2019 at 7:00 p.m. in the City Council Chambers.



## Agenda Report

19-142

Agenda Date: 3/26/2019

### REPORT TO COUNCIL

#### SUBJECT

Action on Bills and Claims Report (CC) for the period February 15<sup>th</sup> - February 28<sup>th</sup>

#### 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 Northern California Power Agency in the amount of \$12,793,755 for February 2019 all resources bill and Western Restoration Fund.
- Payment to MSR Public Power Agency in the amount of \$2,376,175 for January and February 2019 energy purchases.
- Payment to Tri-Dam Project in the amount of \$2,317,789 for January 2019 Hydroelectric purchase.
- Payment to EDF Trading in the amount of \$1,921,963 for January 2019 gas purchase.
- Payment to MSR Energy Authority in the amount of \$1,456,496 for January 2019 gas purchase.
- Payment to City of San Jose in the amount of \$1,449,489 for October to December 2018 recycled water sales.

#### 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 \$31,784,306 were appropriated to various funds with the adoption of the Fiscal Year 2018/19 Budget, as amended.

**PUBLIC CONTACT**

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

**RECOMMENDATION**

Approve the list of Bills and Claims for February 15, 2019 - February 28, 2019.

Reviewed by: Linh Lam, Assistant Finance Director/City Auditor

Approved by: Deanna J. Santana, City Manager

**ATTACHMENTS**

1. Bills and Claims Approved for Payment Report



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

Run Date 2/14/2019  
Run Time 11:29:26 AM

Sorted by Payment Number

**Payment No: 631478**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/15/2019	CA FRANCHISE TAX BOARD	00439966	01/27/19-02/09/19CB	WAGE ATTACHMENT B1904	Payroll Liability&ClearingAcct	150.00
				Total for Payment No.:		150.00

**Payment No: 631479**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/15/2019	CA FRANCHISE TAX BOARD	00439968	01/27/19-02/09/19NG	WAGE ATTACHMENT B1904	Payroll Liability&ClearingAcct	660.29
				Total for Payment No.:		660.29

**Payment No: 631480**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/15/2019	CA FRANCHISE TAX BOARD	00439971	01/27/19-02/09/19JR	WAGE ATTACHMENT B1904	Payroll Liability&ClearingAcct	161.00
				Total for Payment No.:		161.00

**Payment No: 631481**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/15/2019	CA FRANCHISE TAX BOARD	00439974	01/27/19-02/09/19AV	WAGE ATTACHMENT B1904	Payroll Liability&ClearingAcct	711.38
				Total for Payment No.:		711.38

**Payment No: 631482**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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02/15/2019	CAL PERS LONG TERM CARE PROGRAM	00439982	12699748	BIWEEKLY PR CALPERS LT	Payroll Liability&ClearingAcct	378.74
Total for Payment No.:						378.74
<b>Payment No: 631483</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
02/15/2019	U.S. BANK	00439984	01/27/19-02/09/19	BIWKLY PAYROLL DED PARS	Fringe Benefits	15,504.91
Total for Payment No.:						15,504.91
<b>Payment No: 631484</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
02/15/2019	US TREASURY	00439977	01/27/19-02/09/19ND	WAGE ATTACHMENT B1904	Payroll Liability&ClearingAcct	1,476.93
Total for Payment No.:						1,476.93
<b>Payment No: 631485</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
02/15/2019	US TREASURY	00439978	01/27/19-02/09/19NM	WAGE ATTACHMENT B1904	Payroll Liability&ClearingAcct	150.00
Total for Payment No.:						150.00
<b>Payment No: 631486</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
02/15/2019	US TREASURY	00439980	01/27/19-02/09/19JO	WAGE ATTACHMENT B1904	Payroll Liability&ClearingAcct	50.00
Total for Payment No.:						50.00
Overall Total						19,243.25





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

Run Date 2/14/2019  
Run Time 11:14:27 AM

Sorted by Payment Number

Payment No: 011438

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/19/2019	CARIE T ROSE	00439945	01/27/19-02/09/19DR	WAGE ATTACHMENT B1904	Payroll Liability&ClearingAcct	1,153.85
				Total for Payment No.:		1,153.85

Payment No: 011439

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/19/2019	WORKTERRA	00439959	01/27/19-02/09/19	FLEX SPENDING DEP/HEALTH B1904	Payroll Liability&ClearingAcct	0.00
02/19/2019	WORKTERRA	00439959	01/27/19-02/09/19	FLEX SPENDING DEP/HEALTH B1904	Payroll Liability&ClearingAcct	0.00
02/19/2019	WORKTERRA	00439959	01/27/19-02/09/19	FLEX SPENDING DEP/HEALTH B1904	Payroll Liability&ClearingAcct	0.00
02/19/2019	WORKTERRA	00439959	01/27/19-02/09/19	FLEX SPENDING DEP/HEALTH B1904	Payroll Liability&ClearingAcct	13,009.26
				Total for Payment No.:		13,009.26
				Overall Total		14,163.11





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

Run Date 2/19/2019  
Run Time 16:00:37 PM

Sorted by Payment Number

Payment No: 011440

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	3DEGREES GROUP INC	00439659	16527	NAT WIND BULK REC SUPPLY DEC18	Electric Utility	321.60
02/21/2019	3DEGREES GROUP INC	00439659	16527	SC GRN PWR MARKET REC DEC18	Electric Utility	33,615.45
02/21/2019	3DEGREES GROUP INC	00439659	16527	WEST/NTL WIND BULK REC DEC18	Electric Utility	1,909.50
02/21/2019	3DEGREES GROUP INC	00439659	16527	BILLING ERROR REC MAY18-SEP18	Electric Utility	855.15
				Total for Payment No.:		36,701.70

Payment No: 011441

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	AMERESCO	00439657	34463	ENERGY (FORWARD LF GAS) JAN19	Electric Utility	320,595.90
				Total for Payment No.:		320,595.90

Payment No: 011442

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	ARINI GEOGRAPHICS LLC	00440162	000203	GIS Common Operational Picture	General Fund	285.75
02/21/2019	ARINI GEOGRAPHICS LLC	00440163	000201	GIS Professional Services-Perm	General Government - Other	6,648.75
02/21/2019	ARINI GEOGRAPHICS LLC	00440165	000200	CIP GIS Professional Services	General Government - Other	47,641.00
02/21/2019	ARINI GEOGRAPHICS LLC	00440166	000199	GIS Professional Services-Publ	General Government - Other	2,906.50
02/21/2019	ARINI GEOGRAPHICS LLC	00440167	000198	GIS Professional Services-Docu	General Government - Other	15.88
02/21/2019	ARINI GEOGRAPHICS LLC	00440167	000198	GIS Professional Services-Docu	General Government - Other	15.87
				Total for Payment No.:		57,513.75

**Payment No: 011443**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	BASE ENERGY INC	00439715	1901465	EE WTR SYS PROG 17-1 JAN19	Elec OperatingGrant Trust Fund	472.50
				Total for Payment No.:		472.50

**Payment No: 011444**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	BUCKLES-SMITH	00440059	1913667-00	PARTS & SUPPLIES	Sewer Utility	256.49
02/21/2019	BUCKLES-SMITH	00440065	3130554-00	PARTS & SUPPLIES	Sewer Utility	374.20
02/21/2019	BUCKLES-SMITH	00440090	3120737-00	RECORDS ROOM	General Fund	281.35
				Total for Payment No.:		912.04

**Payment No: 011445**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	BURLINGTON SAFETY LAB INC	00439658	37805A	RETEST INSULT HOSE NON TAX	Electric Utility	350.00
02/21/2019	BURLINGTON SAFETY LAB INC	00439658	37805A	RETEST CLASS 2 BLANKET NON-TAX	Electric Utility	168.00
02/21/2019	BURLINGTON SAFETY LAB INC	00439658	37805A	RETEST CLASS 4 BLANKET NON-TAX	Electric Utility	75.00
02/21/2019	BURLINGTON SAFETY LAB INC	00439658	37805A	RUBBER GLOVE RETEST NON-TAX	Electric Utility	1,120.00
02/21/2019	BURLINGTON SAFETY LAB INC	00439658	37805A	BLACK RUBBER GLOVE S10 TAX	Electric Utility	63.86
02/21/2019	BURLINGTON SAFETY LAB INC	00439658	37805A	YEL/BLK GLOVE S10 TAX	Electric Utility	214.24
02/21/2019	BURLINGTON SAFETY LAB INC	00439922	CM37487	RETURN OF 2 EA THREADED FERRUL	Electric Utility	-351.22
02/21/2019	BURLINGTON SAFETY LAB INC	00439923	37755	UNIVERSAL FERRULE PROOF TESTED	Electric Utility	420.89
				Total for Payment No.:		2,060.77

**Payment No: 011446**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	CAL MOTO	00439943	5118907 2	REPAY DUP CREDIT 5119178	Automotive Services	180.79
				Total for Payment No.:		180.79

**Payment No: 011447**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	CALIFORNIA SPORTS CENTER	00440135	15240-17518	COURSE PAYMENT FOR FALL 2018-S	General Fund	2,860.50
02/21/2019	CALIFORNIA SPORTS CENTER	00440136	14245-14625	COURSE PAYMENT FOR FALL 2018-S	General Fund	21,457.93
				Total for Payment No.:		24,318.43

**Payment No: 011448**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	CENTRAL MEDICAL LABORATORY	00440110	17865	LAB FEES JAN 2019	General Fund	1,825.00
				Total for Payment No.:		1,825.00

**Payment No: 011449**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	CHAPARRAL AT CALAVERAS INC	00440134	15802	CONTRACTOR PAYMENT FOR CLASSES	General Fund	122.50
				Total for Payment No.:		122.50

**Payment No: 011450**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	CINTAS CORP #630	00438689	630582440	FC4 NEUTRAL FLR CLNR	General Fund	36.47
02/21/2019	CINTAS CORP #630	00438690	630582439	FC4 NEUTRAL FLR CLNR	General Fund	36.48
02/21/2019	CINTAS CORP #630	00438692	630575463	FC4 NEUTRAL FLR CLNR	General Fund	36.47
02/21/2019	CINTAS CORP #630	00438693	630575462	FC4N NEUTRAL FLR CLNR	General Fund	36.48
02/21/2019	CINTAS CORP #630	00438694	630591214	UNIFORMS PARKS YARD	General Fund	376.63
02/21/2019	CINTAS CORP #630	00438694	630591214	SANIS BOWL CLIP	General Fund	4.44
02/21/2019	CINTAS CORP #630	00439321	630594565	FC4 NEUTRAL FLR CLNR	General Fund	36.47
02/21/2019	CINTAS CORP #630	00439322	630585869	FC4 NEUTRAL FLR CLNR	General Fund	36.47
02/21/2019	CINTAS CORP #630	00439323	630585868	FC4 NEUTRAL FLR CLNR	General Fund	36.48
02/21/2019	CINTAS CORP #630	00439325	630589313	FC4 NEUTRAL FLR CLNR	General Fund	36.48
02/21/2019	CINTAS CORP #630	00439326	630589314	FC4 NEUTRAL CLNR	General Fund	36.47

02/21/2019	CINTAS CORP #630	00439328	630598129	FC4 NEUTRAL FLR CLNR	General Fund	36.47
02/21/2019	CINTAS CORP #630	00439329	630598128	UNIFORMS CEMETERY	Cemetery	35.00
02/21/2019	CINTAS CORP #630	00439330	630594653	CLEAM CHEM SYSTEM	General Fund	122.09
02/21/2019	CINTAS CORP #630	00439334	630594652	FC4 NEUTRAL FLR CLNR	General Fund	36.47
02/21/2019	CINTAS CORP #630	00439336	630594651	UNIFORMS CEMETERY	Cemetery	35.00
02/21/2019	CINTAS CORP #630	00439338	630594650	PARK YARD UNIFORMS	General Fund	373.53
02/21/2019	CINTAS CORP #630	00439338	630594650	SANIS BOWL CLIP	General Fund	4.44
02/21/2019	CINTAS CORP #630	00439352	630598127	UNIFORMS PARKS YARD	General Fund	373.53
02/21/2019	CINTAS CORP #630	00439352	630598127	SANIS BOWL CLIP	General Fund	4.44
				Total for Payment No.:		1,730.31

**Payment No: 011451**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	COUNTY OF SANTA CLARA	00440146	1800066216	TRANSPORT SVCS 1/7	General Fund	7,304.14
02/21/2019	COUNTY OF SANTA CLARA	00440147	1800066203	CROWD CONTROL 1/7	General Fund	20,820.89
				Total for Payment No.:		28,125.03

**Payment No: 011452**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	DALEO INC	00439716	SV838-01	2004D AERIAL FIBER MASTER CONT	Electric Utility Construction	10,224.03
				Total for Payment No.:		10,224.03

**Payment No: 011453**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	DIESEL DIRECT WEST	00439769	83002709	FIRE STATION 8, TANK 67	Automotive Services	869.16
02/21/2019	DIESEL DIRECT WEST	00439770	83002708	FIRE STATION 7, TANK 66	Automotive Services	460.08
02/21/2019	DIESEL DIRECT WEST	00439771	83002711	FIRE STATION 10, TANK 69	Automotive Services	1,068.08
02/21/2019	DIESEL DIRECT WEST	00439772	83002710	FIRE STATION 9, TANK 68	Automotive Services	356.77



Total for Payment No.: 2,754.09

**Payment No: 011454**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	DOCUMENT MANAGEMENT TECHNOLOGY	00439526	SVP14519	CLEANING/BOOKMARKING 26HRS	Electric Utility	1,300.00
02/21/2019	DOCUMENT MANAGEMENT TECHNOLOGY	00439526	SVP14519	LINKING/BOOKMARKING 32.3HRS	Electric Utility	1,625.00
Total for Payment No.:						2,925.00

**Payment No: 011455**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	EAGLE SECURITY SERVICES	00439752	SVP0206	DVR SUB CAMERA REPAIR JAN19	Electric Utility	1,043.00
Total for Payment No.:						1,043.00

**Payment No: 011456**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	EL CAMINO BODY SHOP INC	00439951	33784	LABOR #3414	Automotive Services	1,342.50
02/21/2019	EL CAMINO BODY SHOP INC	00439951	33784	MTRL & PAINT #3414	Automotive Services	223.23
Total for Payment No.:						1,565.73

**Payment No: 011457**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	FARWEST LINE SPECIALTIES LLC	00439534	270672	10FT CURCE HEAD TAMP	Electric Utility	382.64
02/21/2019	FARWEST LINE SPECIALTIES LLC	00439646	271821	FLEXIBLE NAMHOLE HOOK	Electric Utility	1,235.38
Total for Payment No.:						1,618.02

**Payment No: 011458**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	FINISH LINE TOWING	00440111	96129	SCPD CASE#19-0129047	General Fund	1,500.00

Total for Payment No.: 1,500.00

**Payment No: 011459**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	GARDENLAND POWER EQUIPMENT	00439388	641360	PARTS & SUPPLIES	Water Utility	107.83
02/21/2019	GARDENLAND POWER EQUIPMENT	00439389	642315	PARTS & SUPPLIES	Sewer Utility	891.44
Total for Payment No.:						999.27

**Payment No: 011460**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	GRAINGER	00439393	9051874635	PARTS & SUPPLIES	Sewer Utility	62.64
Total for Payment No.:						62.64

**Payment No: 011461**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	GRAINGER-SAN JOSE	00439380	9056719017	DISPOSABLE GLOVES	General Fund	981.57
02/21/2019	GRAINGER-SAN JOSE	00439382	9058009573	RAIN SUIT JACKET	General Fund	46.71
02/21/2019	GRAINGER-SAN JOSE	00439647	9060415826	SPIGOT	Water Utility	71.74
02/21/2019	GRAINGER-SAN JOSE	00439647	9060415826	SPIGOT	Electric Utility	71.75
02/21/2019	GRAINGER-SAN JOSE	00439649	9070094520	HEX BUSHING	Water Utility	629.48
02/21/2019	GRAINGER-SAN JOSE	00439650	9072629380	WARNING FLAG	Electric Utility	116.94
02/21/2019	GRAINGER-SAN JOSE	00439650	9072629380	WARNING FLAG	Water Utility	116.94
02/21/2019	GRAINGER-SAN JOSE	00439651	9076635342	COLD GALVANIZED COMPOUND	Electric Utility	359.00
02/21/2019	GRAINGER-SAN JOSE	00439781	9069013457	NEW EQUIP INSTALL - VEH # 3537	Vehicle Replacement Fund	5,683.81
02/21/2019	GRAINGER-SAN JOSE	00439782	9067116864	NOZZLE - VEH # 2899	Automotive Services	120.50
02/21/2019	GRAINGER-SAN JOSE	00440001	9068987404	HOSE REEL	General Fund	650.02
Total for Payment No.:						8,848.46

**Payment No: 011462**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	GRANITE ROCK CO #29145	00440056	1151688	SAND	Water Utility Construction	85.34
02/21/2019	GRANITE ROCK CO #29145	00440056	1151688	SAND	Water Utility	64.01
02/21/2019	GRANITE ROCK CO #29145	00440056	1151688	SAND	Electric Utility Construction	213.34
02/21/2019	GRANITE ROCK CO #29145	00440056	1151688	SAND	Water Utility	42.67
02/21/2019	GRANITE ROCK CO #29145	00440056	1151688	SAND	Sewer Utility	21.33
02/21/2019	GRANITE ROCK CO #29145	00440058	1151868	SAND	Water Utility Construction	165.25
02/21/2019	GRANITE ROCK CO #29145	00440058	1151868	SAND	Water Utility	123.94
02/21/2019	GRANITE ROCK CO #29145	00440058	1151868	SAND	Electric Utility Construction	413.13
02/21/2019	GRANITE ROCK CO #29145	00440058	1151868	SAND	Water Utility	82.63
02/21/2019	GRANITE ROCK CO #29145	00440058	1151868	SAND	Sewer Utility	41.31
				Total for Payment No.:		1,252.95

**Payment No: 011463**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	IMPERIAL SPRINKLER SUPPLY INC	00439384	3604001-00	90 ELL SCH 80	General Fund	33.20
02/21/2019	IMPERIAL SPRINKLER SUPPLY INC	00439391	3604957-00	GLUE GREY LOW VOC	General Fund	130.40
02/21/2019	IMPERIAL SPRINKLER SUPPLY INC	00439395	3605756-00	COUPLING	General Fund	73.28
02/21/2019	IMPERIAL SPRINKLER SUPPLY INC	00439397	3613403-00	PARTS & SUPPLIES	Water Utility	146.44
02/21/2019	IMPERIAL SPRINKLER SUPPLY INC	00439399	3606390-00	WILKINS 2" PRESSURE	General Fund	1,296.07
02/21/2019	IMPERIAL SPRINKLER SUPPLY INC	00439402	3607128-00	PIPESDR	General Fund	67.18
02/21/2019	IMPERIAL SPRINKLER SUPPLY INC	00440003	3612021-00	UNDERHILL BIG BULP	General Fund	280.72
02/21/2019	IMPERIAL SPRINKLER SUPPLY INC	00440005	3613388-00	TOOLCORO	General Fund	148.53
02/21/2019	IMPERIAL SPRINKLER SUPPLY INC	00440007	3619187-00	FTGSWDRN	General Fund	15.91
				Total for Payment No.:		2,191.73

**Payment No: 011464**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	INTERSTATE TRAFFIC CONTROL	00438741	229336	SIGN 24X18 CUSTOM	General Fund	374.73
				Total for Payment No.:		374.73

**Payment No: 011465**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	KATHLEEN SG HUGHES	00440117	8963FEB2019A	REIMB CMUA DAY	Electric Utility	334.84
				Total for Payment No.:		334.84

**Payment No: 011466**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	KNORR SYSTEMS INC	00438742	SI208372	DIAPHRAMGM	General Fund	535.14
02/21/2019	KNORR SYSTEMS INC	00439408	SI208542	DIAPHRAGM	General Fund	1,967.38
02/21/2019	KNORR SYSTEMS INC	00439410	SI208664	DIAPHRAGM	General Fund	1,386.10
				Total for Payment No.:		3,888.62

**Payment No: 011467**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	KRISAMA JUESEEKUL	00440155	328934	ELEC DIV MGR JPA 2/5	General Fund	46.50
				Total for Payment No.:		46.50

**Payment No: 011468**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	MIDWEST TAPE LLC	00439523	96890969	1241 AD DVD'S	General Fund	75.87
02/21/2019	MIDWEST TAPE LLC	00439523	96890969	1231 Juv DVD'S	General Fund	153.30
02/21/2019	MIDWEST TAPE LLC	00439525	96894503	1241 AD ABKS	General Fund	210.32
02/21/2019	MIDWEST TAPE LLC	00439528	96912612	BM AD DVD'S	General Fund	57.48
02/21/2019	MIDWEST TAPE LLC	00439528	96912612	1241 AD DVD'S	General Fund	366.34

02/21/2019	MIDWEST TAPE LLC	00439528	96912612	1233 AD DVD'S	General Fund	49.30
02/21/2019	MIDWEST TAPE LLC	00439528	96912612	1235 AD DVD'S	General Fund	84.99
				Total for Payment No.:		997.60

**Payment No: 011469**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	MISSION TRAIL WASTE SYSTEMS	00439940	1839FEB2019	JANUARY GARBAGE COLLECTION	Solid Waste Program	882,378.64
02/21/2019	MISSION TRAIL WASTE SYSTEMS	00439940	1839FEB2019	JANUARY GARBAGE COLLECTION	Solid Waste Program	169,320.94
				Total for Payment No.:		1,051,699.58

**Payment No: 011470**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	MSR PUBLIC POWER AGENCY	00439906	020219R	PUR POWER SAN JUAN FEB19 ACT	Electric Utility	21,147.00
02/21/2019	MSR PUBLIC POWER AGENCY	00439906	020219R	PUR POWER SAN JUAN FEB19 ACT	Electric Utility	99,429.05
02/21/2019	MSR PUBLIC POWER AGENCY	00439906	020219R	PUR POWER SAN JUAN FEB19 ACT	Electric Utility	804,415.15
02/21/2019	MSR PUBLIC POWER AGENCY	00439906	020219R	RENEWABLE ADMIN COSTS FEB19	Electric Utility	48,876.80
				Total for Payment No.:		973,868.00

**Payment No: 011471**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	MT TIRE SERVICE	00439996	10173	FLEET SERVICE 1/11/19	Automotive Services	120.00
				Total for Payment No.:		120.00

**Payment No: 011472**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	NO CALIF POWER AGENCY	00439665	CVP0219002	WAPA REST FUND LEVELIZED FEB19	Electric Utility	217,505.14
02/21/2019	NO CALIF POWER AGENCY	00439665	CVP0219002	WAPA REST FUND LEVELIZED FEB19	Electric Utility	-67,505.14
				Total for Payment No.:		150,000.00

**Payment No: 011473**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	NORTHERN CALIF POWER AGENCY	00439873	006002-0219023	GEO1 FIXED FEB19	Electric Utility	989,199.00
02/21/2019	NORTHERN CALIF POWER AGENCY	00439873	006002-0219023	GEO1 VAR FEB19	Electric Utility	-1,646,786.00
02/21/2019	NORTHERN CALIF POWER AGENCY	00439873	006002-0219023	GEO1 DEBT FEB19	Electric Utility	182,626.00
02/21/2019	NORTHERN CALIF POWER AGENCY	00439873	006002-0219023	CT FIXED FEB19	Electric Utility	115,251.00
02/21/2019	NORTHERN CALIF POWER AGENCY	00439873	006002-0219023	CT VAR FEB19	Electric Utility	239,642.00
02/21/2019	NORTHERN CALIF POWER AGENCY	00439873	006002-0219023	HYDRO FIXED FEB19	Electric Utility	349,647.00
02/21/2019	NORTHERN CALIF POWER AGENCY	00439873	006002-0219023	HYDRO VAR FEB19	Electric Utility	-437,506.00
02/21/2019	NORTHERN CALIF POWER AGENCY	00439873	006002-0219023	HYDRO DEBT FEB19	Electric Utility	1,184,353.00
02/21/2019	NORTHERN CALIF POWER AGENCY	00439873	006002-0219023	LEC FUEL FEB19	Electric Utility	1,831,785.00
02/21/2019	NORTHERN CALIF POWER AGENCY	00439873	006002-0219023	LEC VARIABLE FEB19	Electric Utility	-2,269,498.00
02/21/2019	NORTHERN CALIF POWER AGENCY	00439873	006002-0219023	LEC FIXED FEB19	Electric Utility	334,821.00
02/21/2019	NORTHERN CALIF POWER AGENCY	00439873	006002-0219023	LEC DEBT FEB19	Electric Utility	642,188.00
02/21/2019	NORTHERN CALIF POWER AGENCY	00439873	006002-0219023	LEGIS & REG ASSESS FEB19	Electric Utility	385,526.00
02/21/2019	NORTHERN CALIF POWER AGENCY	00439873	006002-0219023	PASS THRU CHGS (NON BAMX)FEB19	Electric Utility	6,623.00
02/21/2019	NORTHERN CALIF POWER AGENCY	00439873	006002-0219023	CONTRACT SVCS-BLACK&VEATCH0073	Electric Utility Construction	5,955.00
02/21/2019	NORTHERN CALIF POWER AGENCY	00439873	006002-0219023	CONTRACT SVCS-ADV TURBINE 0085	Electric Utility	10,682.00
02/21/2019	NORTHERN CALIF POWER AGENCY	00439873	006002-0219023	CONTRACT SVCS-ADV TURBINE 0088	Electric Utility	8,454.00
02/21/2019	NORTHERN CALIF POWER AGENCY	00439873	006002-0219023	REC ENERGY - ALAMEDA	Electric Utility	-111,600.00
02/21/2019	NORTHERN CALIF POWER AGENCY	00439873	006002-0219023	REC - ALAMEDA	Electric Utility	-43,349.00
02/21/2019	NORTHERN CALIF POWER AGENCY	00439873	006002-0219023	CAPACITY SALE - PALO ALTO	Electric Utility	-113,623.00
02/21/2019	NORTHERN CALIF POWER AGENCY	00439873	006002-0219023	CISO MKT EST FEB19	Electric Utility	10,979,365.00
02/21/2019	NORTHERN CALIF POWER AGENCY	00439873	006002-0219023	CISO GMC DEC18,NOV18,OTHER	Electric Utility	208,736.86
02/21/2019	NORTHERN CALIF POWER AGENCY	00439873	006002-0219023	CISO MKT DEC18,NOV18,OTHER	Electric Utility	-2,802,354.59
02/21/2019	NORTHERN CALIF POWER AGENCY	00439873	006002-0219023	CISO XMN DEC18,NOV18,OTHER	Electric Utility	2,942,969.50
02/21/2019	NORTHERN CALIF POWER AGENCY	00439873	006002-0219023	CISO CRR DEC18,NOV18,OTHER	Electric Utility	-164,488.13
02/21/2019	NORTHERN CALIF POWER AGENCY	00439873	006002-0219023	CISO A/S DEC18,NOV18,OTHER	Electric Utility	-184,863.64
				Total for Payment No.:		12,643,755.00

**Payment No: 011474**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	ONESOURCE DISTRIBUTORS LLC	00439654	S6012313.004	FREIGHT	Electric Utility	98.60
02/21/2019	ONESOURCE DISTRIBUTORS LLC	00440040	S6053256.002	BRACE, VERTICAL, 6FT-10IN LG.	Electric Utility	431.57
02/21/2019	ONESOURCE DISTRIBUTORS LLC	00440041	S6054168.001	INSULATOR, 12KV, SUSPENSION, C	Electric Utility	4,408.94
				Total for Payment No.:		4,939.11

**Payment No: 011475**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	PENINSULA BUILDING MATERIALS	00439427	17534	JUTE NETTING 6" STAPLE	General Fund	392.40
02/21/2019	PENINSULA BUILDING MATERIALS	00439428	20406	ATLAS #370 BK NIT	General Fund	17.06
				Total for Payment No.:		409.46

**Payment No: 011476**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	PG&E	00439725	2937321050-8 FEB2019	COGEN GAS HEATERS JAN19	Electric Utility	233.97
				Total for Payment No.:		233.97

**Payment No: 011477**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	PG&E	00439798	6738869084-3 FEB2019	GAS TRANSPORT DVR JAN19	Electric Utility	803,283.90
				Total for Payment No.:		803,283.90

**Payment No: 011478**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	PG&E	00439799	6960110313-3 FEB19	GAS TRANSPORT GIANERA JAN19	Electric Utility	250.10

Total for Payment No.: 250.10

**Payment No: 011479**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	PG&E	00439800	6751776993-0 FEB19	GAS TRANSPORT COGEN JAN19	Electric Utility	59,575.96
Total for Payment No.:						59,575.96

**Payment No: 011480**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	PITNEY BOWES	00439903	3102892447	MAIL MACHINE LEASE	General Fund	1,359.76
Total for Payment No.:						1,359.76

**Payment No: 011481**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	PITNEY BOWES	00439904	8977FEB2019	MAIL MACHINE POSTAGE	General Fund	8,350.00
Total for Payment No.:						8,350.00

**Payment No: 011482**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	POWER SYSTEMS OPERATIONS	00439662	1116	VERA VALIDATION UPDATES JAN19	Electric Utility	9,271.79
Total for Payment No.:						9,271.79

**Payment No: 011483**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	R & R INDUSTRIES INC	00440037	553187	VEST, SURVEYOR SAFETY, LARGE S	Water Utility	249.69
02/21/2019	R & R INDUSTRIES INC	00440037	553187	VEST, SURVEYOR SAFETY, XX-LARG	Water Utility	374.53
02/21/2019	R & R INDUSTRIES INC	00440037	553187	VEST, SURVEYOR SAFETY, XXX-LAR	Water Utility	124.85
Total for Payment No.:						749.07



**Payment No: 011484**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	SANTA CLARA VALLEY WATER DIST	00440010	GM101235	PUMP TAX NOVEMBER 2018	Water Utility	1,195,341.26
				Total for Payment No.:		1,195,341.26

**Payment No: 011485**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	SHUMS CODA ASSOC	00440140	4257	CHANGE ORDER #1, CONTRACT AMEN	General Fund	12,920.00
				Total for Payment No.:		12,920.00

**Payment No: 011486**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	SUPERCO SPECIALTY PRODUCTS	00439439	PSI270649	SUPERCO ALTERNATIVE	General Fund	633.77
				Total for Payment No.:		633.77

**Payment No: 011487**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	SUPPLYWORKS	00439524	476913124	FACILITIES SUPPLIES	General Fund	74.50
				Total for Payment No.:		74.50

**Payment No: 011488**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	SUPPLYWORKS	00439440	470830399	TOILET PLUNGER	General Fund	12.72
02/21/2019	SUPPLYWORKS	00439441	470976564	MASTER PLUNGER	General Fund	27.77
02/21/2019	SUPPLYWORKS	00439442	470830407	BLEND CORN JANITOR	General Fund	1,987.50
02/21/2019	SUPPLYWORKS	00439667	474953254	JANITORIAL SUPPLIES	General Fund	-673.38
02/21/2019	SUPPLYWORKS	00439669	475181491	JANITORIAL SUPPLIES	General Fund	-488.23
02/21/2019	SUPPLYWORKS	00439673	469834733	RENWOWN HAND SOAP	Water Utility	43.47
02/21/2019	SUPPLYWORKS	00439675	468964747	JANITORIAL SUPPLIES	Water Utility	294.51

02/21/2019	SUPPLYWORKS	00439677	472274299	JANITORIAL SUPPLIES	General Fund	383.87
02/21/2019	SUPPLYWORKS	00439679	472274307	JANITORIAL SUPPLY	General Fund	221.26
02/21/2019	SUPPLYWORKS	00439680	473647154	JANITORIAL SUPPLIES	Water Utility	322.84
02/21/2019	SUPPLYWORKS	00439681	473647170	JANITORIAL SUPPLIES	Electric Utility	143.14
02/21/2019	SUPPLYWORKS	00439682	473647139	JANITORIAL SUPPLIES	General Fund	374.34
02/21/2019	SUPPLYWORKS	00439683	473647147	JANITORIAL SUPPLIES	General Fund	282.18
02/21/2019	SUPPLYWORKS	00439685	473647162	JANITORIAL SUPPLIES	Automotive Services	74.60
02/21/2019	SUPPLYWORKS	00439685	473647162	JANITORIAL SUPPLIES	General Fund	50.87
02/21/2019	SUPPLYWORKS	00439688	473905859	JANITORIAL SUPPLIES	General Fund	105.84
02/21/2019	SUPPLYWORKS	00439690	47364188	JANITORIAL SUPPLIES	Water Utility	156.71
02/21/2019	SUPPLYWORKS	00440077	473430023	RENOWN LNR	General Fund	29.45
02/21/2019	SUPPLYWORKS	00440078	473168771	RENOWN LNR 24X32	General Fund	849.37
02/21/2019	SUPPLYWORKS	00440081	473371383	MASTER PLUNGER	General Fund	27.77
02/21/2019	SUPPLYWORKS	00440085	474275260	FOAMY Q&A	General Fund	101.33
				Total for Payment No.:		4,327.93

**Payment No: 011489**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	THERMAL MECHANICAL INC	00439934	75247	DVR PM COMPLETED JAN19	Electric Utility	2,599.00
				Total for Payment No.:		2,599.00

**Payment No: 011490**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	TRANSMISSION AGENCY OF NORTHERN CA	00439905	JANUARY 2019	DEBT - TAX EXEMPT JAN19	Electric Utility	144,124.00
02/21/2019	TRANSMISSION AGENCY OF NORTHERN CA	00439905	JANUARY 2019	TANC A&G JAN19	Electric Utility	97,318.67
02/21/2019	TRANSMISSION AGENCY OF NORTHERN CA	00439905	JANUARY 2019	COTP O&M JAN19	Electric Utility	132,220.33
02/21/2019	TRANSMISSION AGENCY OF NORTHERN CA	00439905	JANUARY 2019	SOT TRANS SVC JAN19	Electric Utility	96,692.84

Total for Payment No.: 470,355.84

**Payment No: 011491**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	US DEPT OF ENERGY	00439765	NNPB000270119	POWER BILL JAN19	Electric Utility	286,502.33
02/21/2019	US DEPT OF ENERGY	00439765	NNPB000270119	WREGIS PASS-THRU CHGS JAN19	Electric Utility	271.91
02/21/2019	US DEPT OF ENERGY	00439765	NNPB000270119	CVP O&M FUNDING CREDIT	Electric Utility	-231,568.00
Total for Payment No.:						55,206.24

**Payment No: 011492**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	WAXIE SANITARY SUPPLY	00439447	77960625	SCOTT JRT	General Fund	2,678.32
02/21/2019	WAXIE SANITARY SUPPLY	00439466	77971384	IN SIGHT JRT JR	General Fund	232.45
Total for Payment No.:						2,910.77

**Payment No: 011493**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	WESTERN RENEWABLE ENERGY	00439913	WR11460	DELIVERABILITY-NERC TAG	Electric Utility	212.00
02/21/2019	WESTERN RENEWABLE ENERGY	00439915	WR11244	CERTS CREATED	Electric Utility	126.83
Total for Payment No.:						338.83

**Payment No: 011494**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	WESTERN STATES OIL CO	00440022	423929	TANK 91 PD MOTORCYCLE GAS	Automotive Services	336.58
Total for Payment No.:						336.58

Overall Total 17,968,096.35





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

Run Date 2/19/2019  
Run Time 13:15:10 PM

Sorted by Payment Number

**Payment No: 631487**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	ADAM WILSON	00439819	23340FEB2019	PER DIEM AWILSON WIRETAP COURS	General Fund	17.00
				Total for Payment No.:		17.00

**Payment No: 631488**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	ALLEN REYES	00439826	3842FEB2019	PER DIEM AREYES JAIL LEGAL	General Fund	201.00
				Total for Payment No.:		201.00

**Payment No: 631489**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	CAROLINE CHEN	00439832	31969FEB2019	PER DIEM CCHEN BWC	General Fund	529.68
				Total for Payment No.:		529.68

**Payment No: 631490**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	CAROLINE CHEN	00439833	31969FEB2019A	PER DIEM CCHEN MOBILE DEVISE	General Fund	23.00
				Total for Payment No.:		23.00

**Payment No: 631491**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	CHRISTOPHER GILMER	00439821	24594FEB2019	PER DIEM CGILMER UNDERCOVER	General Fund	17.00
				Total for Payment No.:		17.00

**Payment No: 631492**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	CHRISTOPHER GILMER	00440143	24594FEB2019A	FIREARMS INSTRUCTOR COURSE	General Fund	140.00
				Total for Payment No.:		140.00

**Payment No: 631493**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	CONTRA COSTA CO LIBRARY	00440144	21155FEB2019	REIMB FOR LOST BOOK	General Fund	115.00
				Total for Payment No.:		115.00

**Payment No: 631494**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	FRANK L DESOUSA	00439761	0854FEB2019	ASE Reimbursement	Automotive Services	165.00
				Total for Payment No.:		165.00

**Payment No: 631495**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	GREGORY HILL	00439829	1296FEB2019	PER DIEM GHILL MGMT SCHOOL	General Fund	722.87
				Total for Payment No.:		722.87

**Payment No: 631496**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	JAIME CONTRERAS	00439931	31911FEB2019	BOOT/CLOTHING REIMBURSE 18/19	Electric Utility	280.00
				Total for Payment No.:		280.00

**Payment No: 631497**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	JERRY OGG	00440141	21427FEB2019	K9 BASIC COURSE	Police Operating Grant Fund	1,380.00

Total for Payment No.:	1,380.00
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**Payment No: 631498**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	JIM TUCKER	00439866	3940FEB2019	SAFTY BOOTS/CLOTH REIMB FY2019	Electric Utility	146.04
Total for Payment No.:						146.04

**Payment No: 631499**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	JOHN BAYDO	00439759	23570FEB2019	SAFETY BOOTS/CLOTH REIMB 2019	Electric Utility	267.64
Total for Payment No.:						267.64

**Payment No: 631500**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	JOHN N HSUEH-MARTIN JR	00439470	1714JAN2019	TOOL REIMBURSEMENT18-19	Automotive Services	261.56
Total for Payment No.:						261.56

**Payment No: 631501**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	JORDAN FACHKO	00439823	24595FEB2019	PER DIEM JFACHKO UNDERCOVER	General Fund	17.00
Total for Payment No.:						17.00

**Payment No: 631502**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	JOSH HIGGINS	00440142	18430FEB2019	K9 BASIC COURSE	Police Operating Grant Fund	1,778.82
Total for Payment No.:						1,778.82

**Payment No: 631503**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	KEVIN CORNELIUS	00439793	742FEB2019	REIMBURSEMENT RJJT EQUIPMENT	Recreation Program Operations	129.64
				Total for Payment No.:		129.64

**Payment No: 631504**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	KONSTANTIN KHEYFETS	00439742	26325JAN2019	Raingear Reimbursement FY1819	General Fund	120.00
02/21/2019	KONSTANTIN KHEYFETS	00439898	26325FEB2019	ICC Building Single Cert Renew	General Fund	115.00
				Total for Payment No.:		235.00

**Payment No: 631505**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	L.O.C.T. ASSOCIATES, LLC	00439733	20180706	REGISTRATION COVERT ENTRY TRN	Other City Dept Op Grant Fund	18,750.00
				Total for Payment No.:		18,750.00

**Payment No: 631506**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	LANE MILLER	00439757	17416FEB2019	MTRL FR MANHOLE LID 600 WALSH	Electric Utility	270.59
02/21/2019	LANE MILLER	00439758	17416JAN2019	SAFETY BOOTS/CLOTH REIMFY 2019	Electric Utility	267.64
				Total for Payment No.:		538.23

**Payment No: 631507**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	LESLIE J MASUNAGA	00440031	PRCK#80680	REPLACE OUTSTANDING PR CHECK	Payroll Liability&ClearingAcct	159.09
				Total for Payment No.:		159.09

**Payment No: 631508**



Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	MANUEL PINEDA	00439804	30411FEB2019	CMUA CAPITOL DAY, SACRAMENTO	Electric Utility	373.67
				Total for Payment No.:		373.67

**Payment No: 631509**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	MICHAEL KEATE	00439863	20468FEB2019	SAFTY BOOT/CLOTH REIMB FY 2019	Electric Utility	109.25
				Total for Payment No.:		109.25

**Payment No: 631510**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	MIKE CARLETON	00439825	12288FEB2019	PER DIEM MCARLETON WRITE TELL	General Fund	17.00
				Total for Payment No.:		17.00

**Payment No: 631511**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	PAUL DIDSAYABUTRA	00440153	31955FEB2019	REIMB ELEC DIV MGR JPA	Electric Utility	316.59
				Total for Payment No.:		316.59

**Payment No: 631512**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	PHIL ORR	00440158	9007FEB2019	REIMB FOR WATERS	Cemetery	45.12
				Total for Payment No.:		45.12

**Payment No: 631513**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	ROY ALVAREZ	00440152	31956FEB2019	REIMB - ELEC DIV MGR JPA	Electric Utility	227.96
				Total for Payment No.:		227.96

**Payment No: 631514**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	SUNNYVALE DEPT OF PUBLIC SAFETY	00440025	JFA 2018-2	JOINT FIRE ACADEMY COSTS	General Fund	14,000.00
				Total for Payment No.:		14,000.00

**Payment No: 631515**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	WALTER ROSSMANN	00440145	30410FEB2019	REIMB GFOA JAN 2019	General Fund	1,162.34
				Total for Payment No.:		1,162.34

**Payment No: 631516**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	WILLIAM RIZOS	00439627	31954FEB2019	REIMBURSEMENT - Rizos	Cemetery	20.00
				Total for Payment No.:		20.00

**Payment No: 631517**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	AT&T	00439846	4087328988330FEB2019	FS #9-FINAL PAYMENT	General Fund	7.38
02/21/2019	AT&T	00439847	40898085779733FEB2019	FS #10-FINAL PAYMENT	General Fund	6.95
02/21/2019	AT&T	00439849	40824448584719FEB2019	FS #7-FINAL PAYMENT	General Fund	7.75
				Total for Payment No.:		22.08

**Payment No: 631518**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	CA EMPLOYMENT DEVELOPMENT DEPT	00440132	515FEB2019	GARNISHMENT 636509184	Deposit Funds.	3,445.00
				Total for Payment No.:		3,445.00

**Payment No: 631519**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	AAA FURNACE & AIR CONDITIONING	00438721	I331893	WILLIAMS MONTEREY FURANCE	General Fund	3,431.00
				Total for Payment No.:		3,431.00

**Payment No: 631520**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	ALLIANCE OCCUPATIONAL MEDICINE	00440154	00997898-00	PHYSICALS	General Fund	1,375.00
02/21/2019	ALLIANCE OCCUPATIONAL MEDICINE	00440154	00997898-00	PHYSICALS	Electric Utility	130.00
02/21/2019	ALLIANCE OCCUPATIONAL MEDICINE	00440154	00997898-00	PHYSICALS	General Fund	130.00
02/21/2019	ALLIANCE OCCUPATIONAL MEDICINE	00440154	00997898-00	PHYSICALS	General Fund	85.00
02/21/2019	ALLIANCE OCCUPATIONAL MEDICINE	00440154	00997898-00	PHYSICALS	General Fund	155.00
02/21/2019	ALLIANCE OCCUPATIONAL MEDICINE	00440154	00997898-00	PHYSICALS	Sewer Utility	470.00
02/21/2019	ALLIANCE OCCUPATIONAL MEDICINE	00440154	00997898-00	PHYSICALS	Water Utility	810.00
02/21/2019	ALLIANCE OCCUPATIONAL MEDICINE	00440154	00997898-00	PHYSICALS	General Fund	415.00
				Total for Payment No.:		3,570.00

**Payment No: 631521**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	ALPHA POWER SYSTEMS, INC.	00440053	118811IN	INSULATOR, 12KV, SUSPENSION, W	Electric Utility Construction	156.31
02/21/2019	ALPHA POWER SYSTEMS, INC.	00440054	118810IN	INSULATOR, 12KV, SUSPENSION, W	Electric Utility Construction	2,284.56
				Total for Payment No.:		2,440.87

**Payment No: 631522**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	AMERICAN TEXTILE & SUPPLY INC	00439643	97886	LATEX EXAM GLOVES	Water Utility	1,065.48
				Total for Payment No.:		1,065.48

**Payment No: 631523**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	ANBE ROOFING	00440071	31971FEB2019	BLDG permit Rfnd BLD2018-528	General Fund	136.48
02/21/2019	ANBE ROOFING	00440071	31971FEB2019	Bldg Stds	Deposit Funds.	1.00
02/21/2019	ANBE ROOFING	00440071	31971FEB2019	Seismic	Deposit Funds.	1.02
02/21/2019	ANBE ROOFING	00440071	31971FEB2019	Tech Fee Permit	General Fund	3.41
				Total for Payment No.:		141.91

**Payment No: 631524**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	AVANGRID RENEWABLES LLC	00439844	83217-SNCL	CAPACITY PURCHASE JAN19	Electric Utility	24,750.00
				Total for Payment No.:		24,750.00

**Payment No: 631525**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	AZCO SUPPLY, INC.	00440036	250985	PHOTO-EYE, MULTI-TAP, VOLTAGE	Electric Utility	9,981.03
				Total for Payment No.:		9,981.03

**Payment No: 631526**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	BANK OF NEW YORK MELLON	00439747	252-2173040	ELEC REV BOND 2008B 5/18-12/18	Electric Utility-Debt Services	508.15
02/21/2019	BANK OF NEW YORK MELLON	00439747	252-2173040	ELEC REV BOND 2008B 5/18-12/18	Electric Utility-Debt Services	41.85
				Total for Payment No.:		550.00

**Payment No: 631527**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	BANK UP CORP	00439510	3579	OUTSOURCE CASH RECEIPTS	General Fund	3,378.73
				Total for Payment No.:		3,378.73

**Payment No: 631528**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	BATEMAN SENIOR MEALS	00439938	INV4650000057	BATEMAN MEALS FY 18-19	Park and Rec Opr GrantTst Fund	1,664.00
				Total for Payment No.:		1,664.00

**Payment No: 631529**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	BAUER COMPRESSORS INC	00440026	0000249234	SCBA LENS/FACEPIECES - 10EA	General Fund	1,366.06
02/21/2019	BAUER COMPRESSORS INC	00440026	0000249234	SCBA POUCHES - 10EA	General Fund	2,404.26
02/21/2019	BAUER COMPRESSORS INC	00440026	0000249234	SCBA VALVES - 10EA	General Fund	71.03
02/21/2019	BAUER COMPRESSORS INC	00440027	00000249235	SCBA SPECTACLE KIT - 2EA	General Fund	238.90
02/21/2019	BAUER COMPRESSORS INC	00440028	0000249345	SCBA DUST COVER - 10EA	General Fund	318.58
02/21/2019	BAUER COMPRESSORS INC	00440028	0000249345	SCBA DUST COVER QUICK FILL 10E	General Fund	280.90
				Total for Payment No.:		4,679.73

**Payment No: 631530**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	BAY AREA AIR QUALITY	00439346	4EY07	ANNUAL PERMIT RENEW 2019-2021	Water Utility	1,996.00
				Total for Payment No.:		1,996.00

**Payment No: 631531**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	BLMYER ENGINEERS INC	00440156	40769	AGREEMENT FOR DESIGN SERVICES	Public Buildings	6,865.00
				Total for Payment No.:		6,865.00

**Payment No: 631532**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	BW ASSOCIATES	00439795	45639-01 CPV JAN-2019	PBI SOLAR PROD PYMT #50 JAN-19	Elec OperatingGrant Trust Fund	194.89

Total for Payment No.:	194.89
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**Payment No: 631533**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	CONLEFF PLUMBING SUPPLY CO	00438704	188066	C100 500 KIT	General Fund	32.92
02/21/2019	CONLEFF PLUMBING SUPPLY CO	00439354	188072	3/8 BIB WASHERS	General Fund	9.33
02/21/2019	CONLEFF PLUMBING SUPPLY CO	00439357	188150	1/8 X 12 FLEX	General Fund	22.76
Total for Payment No.:						65.01

**Payment No: 631534**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	CONSOLIDATED ELECTRICAL DIST. INC	00439939	7488-451259	WIRE, SUBSTATION, #14, GRAY, C	Electric Utility	651.65
Total for Payment No.:						651.65

**Payment No: 631535**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	CONSOLIDATED PARTS INC	00440070	5052512	PARTS & SUPPLIES	Sewer Utility	21.80
Total for Payment No.:						21.80

**Payment No: 631536**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	CRESCO EQUIPMENT RENTALS	00439350	4830939-0002	EQUIPMENT RENTAL	Water Utility	244.01
02/21/2019	CRESCO EQUIPMENT RENTALS	00439350	4830939-0002	PROP TAX RECOVERY FEE	Water Utility	2.32
02/21/2019	CRESCO EQUIPMENT RENTALS	00439350	4830939-0002	SUPPLIES	Water Utility	65.36
Total for Payment No.:						311.69

**Payment No: 631537**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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02/21/2019	CREST POINT GLOBAL INC	00439887	R19-SLR-0124	LTG REB 18799-2 CHOICE AUTO	Elec OperatingGrant Trust Fund	1,515.85
02/21/2019	CREST POINT GLOBAL INC	00439889	R19-SLR-0018	LTG REB 43167-6 PREMIER AUTO	Elec OperatingGrant Trust Fund	1,278.32
02/21/2019	CREST POINT GLOBAL INC	00439890	R19-SLR-0088	LTG REB 18238-3 SAL'S AIRPORT	Elec OperatingGrant Trust Fund	2,440.85
02/21/2019	CREST POINT GLOBAL INC	00439891	R19-SLR-0021	LTG REB 45643-4 TINT WORLD	Elec OperatingGrant Trust Fund	600.00
02/21/2019	CREST POINT GLOBAL INC	00439892	R19-SLR-0269	LTG REB 61518-1 DOMINAR, INC	Elec OperatingGrant Trust Fund	4,000.00
02/21/2019	CREST POINT GLOBAL INC	00439893	R19-SLR-0327	LTG REB 15871-1 DOMINAR, INC	Elec OperatingGrant Trust Fund	226.19
02/21/2019	CREST POINT GLOBAL INC	00439894	R19-SLR-0168	LTG REB 16417-5 MFS PAINT	Elec OperatingGrant Trust Fund	1,300.00
02/21/2019	CREST POINT GLOBAL INC	00439895	R19-SLR-0184	LTG REB 15851-6 NOR CAL DISTR	Elec OperatingGrant Trust Fund	1,012.11
02/21/2019	CREST POINT GLOBAL INC	00439896	R19-SLR-0185	LTG REB 15850-5 NOR CAL DISTR	Elec OperatingGrant Trust Fund	1,430.48
02/21/2019	CREST POINT GLOBAL INC	00439897	R19-SLR-0294	LTG REB 61894-3 SUPERIOR SURFC	Elec OperatingGrant Trust Fund	2,187.73
02/21/2019	CREST POINT GLOBAL INC	00439900	R19-SLR-0170	LTG REB 63021-4 SUPERIOR SCRN	Elec OperatingGrant Trust Fund	2,206.20
Total for Payment No.:						18,197.73

**Payment No: 631538**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	CRIME SCENE CLEANERS INC	00440108	69694	VEHICLE #3208	General Fund	70.00
Total for Payment No.:						70.00

**Payment No: 631539**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	D&M TRAFFIC SERVICES	00439356	62925	PART & SUPPLIES	Water Utility	45.73
02/21/2019	D&M TRAFFIC SERVICES	00439645	62926	REFLECTIVE CONES	Water Utility	271.60
02/21/2019	D&M TRAFFIC SERVICES	00439645	62926	REFLECTIVE CONES	Water Utility	271.60
02/21/2019	D&M TRAFFIC SERVICES	00439645	62926	REFLECTIVE CONES	Sewer Utility	271.58

02/21/2019	D&M TRAFFIC SERVICES	00439645	62926	STENCIL CHARGES	Sewer Utility	25.00
				Total for Payment No.:		885.51

**Payment No: 631540**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	DAVEY TREE SURGERY	00439732	913256487	TREE TRIMMING PWR LINES NOV18	Electric Utility	138,033.88
02/21/2019	DAVEY TREE SURGERY	00439732	913256487	DUMP FEES NOV18	Electric Utility	7,381.50
				Total for Payment No.:		145,415.38

**Payment No: 631541**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	DELL MARKETING LP	00439902	10279147951	PRECISION 5820s FOR STADIUM	General Government - Other	3,784.67
02/21/2019	DELL MARKETING LP	00439902	10279147951	NON TAXABLE	General Government - Other	299.92
				Total for Payment No.:		4,084.59

**Payment No: 631542**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	DESTINATION ADVANTAGE LLC	00440112	311	JUL-SEPT18 INTERNET MKTG SRVCS	Deposit Funds.	9,000.00
				Total for Payment No.:		9,000.00

**Payment No: 631543**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	DOWNTOWN FORD SALES	00440116	309803	ONE (1) 2019 FORD F350 REG CAB	Vehicle Replacement Fund	32,063.44
02/21/2019	DOWNTOWN FORD SALES	00440116	309803	STILES WATER METER TRUCK UPFIT	Vehicle Replacement Fund	19,930.65
02/21/2019	DOWNTOWN FORD SALES	00440116	309803	DELIVERY/TIRE TAX	Vehicle Replacement Fund	407.00
				Total for Payment No.:		52,401.09



**Payment No: 631544**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	DUNN-EDWARDS CORP	00438739	2011147336	ULTRA GRIP PREMIUM	General Fund	190.07
02/21/2019	DUNN-EDWARDS CORP	00439368	2011147424	EVERSHIELD	General Fund	124.75
02/21/2019	DUNN-EDWARDS CORP	00439370	2011147425	ROLLER TRAY	General Fund	14.36
02/21/2019	DUNN-EDWARDS CORP	00439372	2011147430	SHURLOCK	General Fund	36.44
02/21/2019	DUNN-EDWARDS CORP	00439376	2011147474	EVERSHIELD	General Fund	92.61
				Total for Payment No.:		458.23

**Payment No: 631545**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	EJ PIRES TRUCKING INC	00439364	92744	HAULING SERVICES	Water Utility	460.12
02/21/2019	EJ PIRES TRUCKING INC	00439366	92801	HAULING SERVICES	Water Utility	3,351.60
02/21/2019	EJ PIRES TRUCKING INC	00439369	92843	HAULING SERVICES	Water Utility	1,111.52
				Total for Payment No.:		4,923.24

**Payment No: 631546**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	ENERGY & RESOURCE SOLUTIONS	00439714	11014	BUSINESS PB PROG 17-2 JAN19	Elec OperatingGrant Trust Fund	8,616.53
02/21/2019	ENERGY & RESOURCE SOLUTIONS	00439714	11014	BUSINESS PB PROG 17-2 JAN19	Elec OperatingGrant Trust Fund	6,266.57
02/21/2019	ENERGY & RESOURCE SOLUTIONS	00439714	11014	BUSINESS PB PROG 17-2 JAN19	Elec OperatingGrant Trust Fund	1,566.64
02/21/2019	ENERGY & RESOURCE SOLUTIONS	00439714	11014	BUSINESS PB PROG 17-2 JAN19	Elec OperatingGrant Trust Fund	31,332.85
02/21/2019	ENERGY & RESOURCE SOLUTIONS	00439714	11014	BUSINESS PB PROG 17-2 JAN19	Elec OperatingGrant Trust Fund	1,566.64
02/21/2019	ENERGY & RESOURCE SOLUTIONS	00439714	11014	BUSINESS PB PROG 17-2 JAN19	Elec OperatingGrant Trust Fund	7,833.22
02/21/2019	ENERGY & RESOURCE SOLUTIONS	00439714	11014	BUSINESS PB PROG 17-2 JAN19	Elec OperatingGrant Trust Fund	21,149.68
				Total for Payment No.:		78,332.13

**Payment No: 631547**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	EUROFINS EATON ANALYTICAL INC	00439387	L0434413	WATER SAMPLING	Water Utility	720.00
				Total for Payment No.:		720.00

**Payment No: 631548**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	FAST UNDERCAR SANTA CLARA	00439946	779242	BELT V#2053	Automotive Services	43.27
				Total for Payment No.:		43.27

**Payment No: 631549**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	FRONTIER ENERGY, INC.	00439713	182162	FOOD SRV PLUG LOAD JAN19	Elec OperatingGrant Trust Fund	4,576.78
				Total for Payment No.:		4,576.78

**Payment No: 631550**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	GAMETIME	00440069	PJI-0100716	PLAYGROUND EQUIPMENT FOR MACHA	Parks And Recreation	84,093.70
02/21/2019	GAMETIME	00440069	PJI-0100716	FREIGHT	Parks And Recreation	5,600.00
02/21/2019	GAMETIME	00440073	PJI-0100704	PLAYGROUND EQUIPMENT FOR BOWER	Parks And Recreation	85,101.11
02/21/2019	GAMETIME	00440073	PJI-0100704	FREIGHT	Parks And Recreation	5,600.00
				Total for Payment No.:		180,394.81

**Payment No: 631551**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	GEXPRO	00440042	S122900281.007	TRANSFORMER, PAD, 1000 KVA, 48	Electric Utility	22,179.32
02/21/2019	GEXPRO	00440043	S122900281.005	TRANSFORMER, PAD, 1000 KVA, 48	Electric Utility	44,358.64
02/21/2019	GEXPRO	00440049	s122900281.003	TRANSFORMER, PAD, 1000 KVA, 48	Electric Utility	22,179.32

02/21/2019	GEXPRO	00440051	s122900281.001	TRANSFORMER, PAD, 1000 KVA, 48	Electric Utility	44,358.64
Total for Payment No.:						133,075.92

**Payment No: 631552**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	GRANICUS, INC.	00440133	107887	AGENDA MGMT SYSTEM	General Fund	51,093.00
Total for Payment No.:						51,093.00

**Payment No: 631553**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	HUGHES NETWORK SYSTEMS LLC	00439805	B1-337189126	METER SVC G2 ENERGY FEB19	Electric Utility	101.94
Total for Payment No.:						101.94

**Payment No: 631554**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	INDUSTRIAL PLUMBING SUPPLY	00438740	75412	SAFETY MIX	General Fund	254.00
Total for Payment No.:						254.00

**Payment No: 631555**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	INDUSTRIAL SCIENTIFIC CORP	00439400	2176034	MANDATED SAFETY - JAN. 2019	Sewer Utility	554.47
Total for Payment No.:						554.47

**Payment No: 631556**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	JACK DOHENY COMPANIES	00440074	W96663	PARTS	Sewer Utility	961.70
02/21/2019	JACK DOHENY COMPANIES	00440074	W96663	LABOR	Sewer Utility	1,625.00
02/21/2019	JACK DOHENY COMPANIES	00440074	W96663	SUPPLIES	Sewer Utility	162.50

Total for Payment No.:	2,749.20
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**Payment No: 631557**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	JULIE M. ROCHA,	00440169	02/12/19 CLASS REFUND	PARKS DEPT REFUND	Recreation Program Operations	161.33
Total for Payment No.:						161.33

**Payment No: 631558**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	KGO TELEVISION	00439937	S118050296	SOC MED 30-90 SECOND VIDEO	Deposit Funds.	3,690.00
Total for Payment No.:						3,690.00

**Payment No: 631559**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	KORTICK MANUFACTURING CO	00439652	060612	OH NUTS, BOLTS & WASHERS	Electric Utility	1,714.06
02/21/2019	KORTICK MANUFACTURING CO	00440038	060433	EXTENSION, BRACKET, 14IN, FOR	Electric Utility	300.28
Total for Payment No.:						2,014.34

**Payment No: 631560**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	LINCOLN AQUATICS	00438743	36947066	BULK LIQUID CHLORINE	General Fund	856.63
02/21/2019	LINCOLN AQUATICS	00438743	36947066	PESTICIDE ASSESMENT	General Fund	51.50
Total for Payment No.:						908.13

**Payment No: 631561**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	LUPE LIMA	00440131	32899	TOWING CASE#19-0102053	General Fund	3,445.00
02/21/2019	LUPE LIMA	00440131	32899	WITHHOLDING ORDER - EDD	Deposit Funds.	-3,445.00

Total for Payment No.: 0.00

**Payment No: 631562**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	MARIA VELASCO	00440171	02/12/19 CLASS REFUND	PARKS DEPT REFUND	Recreation Program Operations	10.00
Total for Payment No.:						10.00

**Payment No: 631563**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	MEMORIAL IMPRESSIONS INC.	00439340	26720	INSCRIPTIONS & INSTALLATIONS	Cemetery	4,542.00
Total for Payment No.:						4,542.00

**Payment No: 631564**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	MOTOROLA SOLUTIONS INC	00440149	41262056	EQUIP & SERVICES TO INMPLEMENT	General Government - Other	6,499.35
02/21/2019	MOTOROLA SOLUTIONS INC	00440149	41262056	FSA IMPLEMENTATION SERVICES TO	Fire Department	5,000.00
02/21/2019	MOTOROLA SOLUTIONS INC	00440149	41262056	CEN HARWARE	General Government - Other	4,360.00
Total for Payment No.:						15,859.35

**Payment No: 631565**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	MOUNTAIN VIEW GARDEN CENTER	00439425	97695	1 YARD 6 SACK	General Fund	177.67
Total for Payment No.:						177.67

**Payment No: 631566**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	MUNICIPAL MAINTENANCE EQUIPMNT	00440008	0134974-IN	PARTS #3119	Automotive Services	206.02

02/21/2019	MUNICIPAL MAINTENANCE EQUIPMNT	00440009	0135017-IN	HARNESS V#3119	Automotive Services	996.80
Total for Payment No.:						1,202.82
<b>Payment No: 631567</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
02/21/2019	MYERS TIRE SUPPLY	00439783	93501284	PARTS - SHOP USE	Automotive Services	228.05
02/21/2019	MYERS TIRE SUPPLY	00439785	93501314	PARTS - SHOP USE	Automotive Services	31.86
Total for Payment No.:						259.91
<b>Payment No: 631568</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
02/21/2019	NANCY MCMORRIS	00440170	02/12/19 CLASS REFUND	PARKS DEPT REFUND	Recreation Program Operations	200.00
Total for Payment No.:						200.00
<b>Payment No: 631569</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
02/21/2019	NI GOVERNMENT SERVICES	00440109	9011274282	MONTHLY FEES SATTELITE RADIOS	General Fund	77.37
Total for Payment No.:						77.37
<b>Payment No: 631570</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
02/21/2019	ORION SAFETY PRODUCTS	00440150	00282453	FLARES	General Fund	948.60
Total for Payment No.:						948.60
<b>Payment No: 631571</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
02/21/2019	ORION SECURITY	00439521	104709	SECURITY SERVICES	General Fund	7,426.57
Total for Payment No.:						7,426.57

**Payment No: 631572**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	ORLAND UNIT WATER USERS ASSN.	00439731	2031FEB2019	STONY CRK HYDRO EXPENSES JAN19	Electric Utility	14,883.22
02/21/2019	ORLAND UNIT WATER USERS ASSN.	00439731	2031FEB2019	STONY CRK HYDRO EXPENSES JAN19	Electric Utility	5,650.30
02/21/2019	ORLAND UNIT WATER USERS ASSN.	00439731	2031FEB2019	STONY CRK HYDRO EXPENSES JAN19	Electric Utility	113.42
02/21/2019	ORLAND UNIT WATER USERS ASSN.	00439731	2031FEB2019	STONY CRK HYDRO EXPENSES JAN19	Electric Utility	28.36
02/21/2019	ORLAND UNIT WATER USERS ASSN.	00439731	2031FEB2019	STONY CRK HYDRO EXPENSES JAN19	Electric Utility	12,298.18
02/21/2019	ORLAND UNIT WATER USERS ASSN.	00439731	2031FEB2019	STONY CRK HYDRO EXPENSES JAN19	Electric Utility	598.26
				Total for Payment No.:		33,571.74

**Payment No: 631573**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	PERMIT SERVICES	00439901	31961FEB2019	Rfnd Elect Permt BLD2018-52463	General Fund	40.00
02/21/2019	PERMIT SERVICES	00439901	31961FEB2019	Rfnd Plumb Permt BLD2018-52463	General Fund	40.00
				Total for Payment No.:		80.00

**Payment No: 631574**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	PG&E	00439933	0007814607-3	GRIZZLY PROJ O&M 15% COO JAN19	Electric Utility	4,318.96
				Total for Payment No.:		4,318.96

**Payment No: 631575**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	PINE CONE LUMBER CO	00439429	795181	RED DSV SCREW	General Fund	58.45
02/21/2019	PINE CONE LUMBER CO	00439430	793599	FREUD DB CARB	General Fund	142.30
02/21/2019	PINE CONE LUMBER CO	00440050	786513	5/8" 4X8 ACX	General Fund	385.50
02/21/2019	PINE CONE LUMBER CO	00440052	785450	3/8" FLAT WASHER	General Fund	74.31
				Total for Payment No.:		660.56

**Payment No: 631576**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	PW STEPHENS ENVIRONMENTAL INC	00439912	42-37838	ASBESTOS REMEDIATION - NGUYEN	H.U.D Capital Projects	7,126.00
02/21/2019	PW STEPHENS ENVIRONMENTAL INC	00439912	42-37838	NGUYEN - 10541	H.U.D Capital Projects	7,126.00
02/21/2019	PW STEPHENS ENVIRONMENTAL INC	00439912	42-37838	NGUYEN - 10541	H.U.D Capital Projects	-7,126.00
				Total for Payment No.:		7,126.00

**Payment No: 631577**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	QUICK CRETE PRODUCTS	00439433	0109999-IN	16" SQ GALVANIZED TABLE	General Fund	2,910.31
				Total for Payment No.:		2,910.31

**Payment No: 631578**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	R & B CO	00439412	S1791519.002	PARTS & SUPPLIES - RETURNED	Water Utility	-1,391.71
02/21/2019	R & B CO	00439416	S1810627.001	PARTS & SUPPLIES	Water Recycling Program	301.34
02/21/2019	R & B CO	00439432	S1811539.001	PARTS & SUPPLIES	Water Recycling Program	272.50
02/21/2019	R & B CO	00440033	S1813861.001	COUPLING, HYMAX, 12", PART #86	Water Utility	1,087.62
02/21/2019	R & B CO	00440035	S1810082.001	HYMAX GRIP COUPLING 8", RANGE:	Water Utility	1,334.84
02/21/2019	R & B CO	00440035	S1810082.001	HYMAX GRIP COUPLING 10", RANGE	Water Utility	4,518.46
				Total for Payment No.:		6,123.05

**Payment No: 631579**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	R&B EQUIPMENT	00439656	S1808976.001	CONCRETE VALVE BOX	Sewer Utility	212.32
				Total for Payment No.:		212.32



**Payment No: 631580**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	R&B HEAT & A/C	00439917	61742	R&R FURNACE & DUCTS - AMBRIZ	H.U.D Capital Projects	6,900.00
02/21/2019	R&B HEAT & A/C	00439917	61742	AMBRIZ - 10550	H.U.D Capital Projects	6,900.00
02/21/2019	R&B HEAT & A/C	00439917	61742	AMBRIZ - 10550	H.U.D Capital Projects	-6,900.00
				Total for Payment No.:		6,900.00

**Payment No: 631581**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	RECOLOGY SOUTH BAY	00439813	January-19	Recycling Disposal-Jan 2019	Solid Waste Program	136,602.24
				Total for Payment No.:		136,602.24

**Payment No: 631582**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	REED & GRAHAM INC	00439814	938262	Benton/Main St Permits	General Fund	1,650.08
02/21/2019	REED & GRAHAM INC	00439815	938376	Shafer Trench Permits	General Fund	1,751.36
02/21/2019	REED & GRAHAM INC	00439816	938707	360 Los Padres Recon	General Fund	2,032.09
02/21/2019	REED & GRAHAM INC	00440061	938568	COLD MIX & BASE ROCK	Water Utility Construction	122.36
02/21/2019	REED & GRAHAM INC	00440061	938568	COLD MIX & BASE ROCK	Water Utility	48.94
02/21/2019	REED & GRAHAM INC	00440061	938568	COLD MIX & BASE ROCK	Electric Utility Construction	61.18
02/21/2019	REED & GRAHAM INC	00440061	938568	COLD MIX & BASE ROCK	Sewer Utility	12.24
02/21/2019	REED & GRAHAM INC	00440064	938905	COLD MIX & BASE ROCK	Water Utility Construction	207.73
02/21/2019	REED & GRAHAM INC	00440064	938905	COLD MIX & BASE ROCK	Water Utility	83.10
02/21/2019	REED & GRAHAM INC	00440064	938905	COLD MIX & BASE ROCK	Electric Utility Construction	103.87
02/21/2019	REED & GRAHAM INC	00440064	938905	COLD MIX & BASE ROCK	Sewer Utility	20.77
				Total for Payment No.:		6,093.72

**Payment No: 631583**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	RICHARD AVELAR & ASSOCIATES, INC.	00440097	1004	HAINES SWIM CENTER	Parks And Recreation	3,590.00
				Total for Payment No.:		3,590.00

**Payment No: 631584**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	ROMERO, SALVADOR	00440168	02/12/19 CLASS REFUND	PARKS DEPT REFUND	Recreation Program Operations	200.00
				Total for Payment No.:		200.00

**Payment No: 631585**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	S&P GLOBAL	00439529	11363694	SURVEILL REV 2011A FEB19-JAN20	Electric Utility	10,000.00
				Total for Payment No.:		10,000.00

**Payment No: 631586**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	SAFETY-KLEEN SYSTEMS INC	00439434	78704114	50G VAT PARTS WASHER	General Fund	779.66
02/21/2019	SAFETY-KLEEN SYSTEMS INC	00440017	79080279	WASTE OIL PICK-UP	Automotive Services	65.00
				Total for Payment No.:		844.66

**Payment No: 631587**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	SAN FRANCISCO SHERIFF'S DEPT	00440148	12867FEB2019A	12/31 & 1/7	General Fund	45,770.47
				Total for Payment No.:		45,770.47

**Payment No: 631588**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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02/21/2019	SANTA CLARA BUILDING MAINTENANCE	00439518	3643	LABOR TO REPLACE PUMP	Electric Utility Construction	280.31
02/21/2019	SANTA CLARA BUILDING MAINTENANCE	00439518	3643	1/3 HP SUBMERSIBLE PUMP	Electric Utility Construction	435.79
02/21/2019	SANTA CLARA BUILDING MAINTENANCE	00439717	3692	LABOR LIGHT REPLACEMENT FEB19	Electric Utility Construction	875.00
02/21/2019	SANTA CLARA BUILDING MAINTENANCE	00439717	3692	2 EMERGENCY BALLASTS - TAX	Electric Utility Construction	424.64
02/21/2019	SANTA CLARA BUILDING MAINTENANCE	00439717	3692	1 CF26 4PIN BALLAST - TAX	Electric Utility Construction	215.49
02/21/2019	SANTA CLARA BUILDING MAINTENANCE	00439717	3692	12 COMPACT LIGHTS - TAX	Electric Utility Construction	103.99
02/21/2019	SANTA CLARA BUILDING MAINTENANCE	00439717	3692	2 FLORESCENT TUBES - TAX	Electric Utility Construction	173.31
02/21/2019	SANTA CLARA BUILDING MAINTENANCE	00439717	3692	3 BALLAST F32 T8 RAPID - TAX	Electric Utility Construction	81.39
02/21/2019	SANTA CLARA BUILDING MAINTENANCE	00439717	3692	1 FO25 LIGHT BULB - TAX	Electric Utility Construction	5.40
02/21/2019	SANTA CLARA BUILDING MAINTENANCE	00439717	3692	RECYCLING SERVICES	Electric Utility Construction	42.51
				Total for Payment No.:		2,637.83

**Payment No: 631589**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	SANTA CLARA CO TAX COLLECTOR	00440137	984-12-011-61 18/19	MORSE MANSION	General Fund	10,432.93
02/21/2019	SANTA CLARA CO TAX COLLECTOR	00440138	984-12-011-00 18/19	MORSE MANSION	General Fund	6,446.60
02/21/2019	SANTA CLARA CO TAX COLLECTOR	00440139	984-12-011-E7 18/19	MORSE MANSION	General Fund	15,140.02
				Total for Payment No.:		32,019.55

**Payment No: 631590**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	SANTA CLARA CONVENTION CENTER	00440157	TID-QB	QUICKBOOKS ONLINE RENEW-KAREN F	Deposit Funds.	645.00
02/21/2019	SANTA CLARA CONVENTION CENTER	00440161	1807019-SUB	SUBSIDY JW CONV 7/6 - 7/8/18	Deposit Funds.	16,950.00
02/21/2019	SANTA CLARA CONVENTION CENTER	00440161	1807019-SUB	SUBSIDY JW CONV 7/13 - 7/15/18	Deposit Funds.	16,950.00

02/21/2019	SANTA CLARA CONVENTION CENTER	00440161	1807019-SUB	SUBSIDY JW CONV 7/27- 7/29/18	Deposit Funds.	16,950.00
				Total for Payment No.:		51,495.00

**Payment No: 631591**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	SANTA CLARA LIGHTING, INC.	00439436	13413	FO32/841/ECO	General Fund	235.44
02/21/2019	SANTA CLARA LIGHTING, INC.	00439437	13427	1100 LUMEN LED TALL PACK	General Fund	65.35
02/21/2019	SANTA CLARA LIGHTING, INC.	00440057	13430	LED HID	General Fund	1,045.09
02/21/2019	SANTA CLARA LIGHTING, INC.	00440060	13565	GREEN LED EXIT SIGN	General Fund	152.60
02/21/2019	SANTA CLARA LIGHTING, INC.	00440063	13525	M400/U/ED37	General Fund	137.01
02/21/2019	SANTA CLARA LIGHTING, INC.	00440066	13632	FO32/84/ECO	General Fund	16.68
02/21/2019	SANTA CLARA LIGHTING, INC.	00440067	13617	150W FLOOD FIXTURE	General Fund	495.55
02/21/2019	SANTA CLARA LIGHTING, INC.	00440068	13722	20W LED PAR	General Fund	207.10
				Total for Payment No.:		2,354.82

**Payment No: 631592**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	SCI CONSULTING GROUP	00440151	C8029	Development of Cannabis Regula	General Fund	1,954.50
				Total for Payment No.:		1,954.50

**Payment No: 631593**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	SCP DISTRIBUTORS LLC	00439438	36946686	EZP-007	General Fund	278.45
				Total for Payment No.:		278.45

**Payment No: 631594**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	SIDAM, MARA	00439764	31962FEB2019	SEWER CLEANOUT REFUND	Sewer Utility	1,326.00
				Total for Payment No.:		1,326.00

**Payment No: 631595**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	SUBURBAN PROPANE	00439435	2726JAN2019	EQUIPMENT RENTAL	Sewer Utility	155.00
				Total for Payment No.:		155.00

**Payment No: 631596**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	SYNERGETIC CONSULTING INC	00439888	18-0552	Inspection Module Maintenance	General Government - Other	5,218.20
				Total for Payment No.:		5,218.20

**Payment No: 631597**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	TARGET SPECIALTY PRODUCTS INC	00439443	PI0911058	DISMISS CA TURF	General Fund	556.97
02/21/2019	TARGET SPECIALTY PRODUCTS INC	00439444	PI0910609	DISMISS CA TURF	General Fund	276.11
				Total for Payment No.:		833.08

**Payment No: 631598**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	THE NEW YORK TIMES	00439746	29032FEB2019	1241 AD DB	General Fund	995.90
				Total for Payment No.:		995.90

**Payment No: 631599**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	THE STUART RENTAL COMPANY	00439907	179288	TREE LIGHTING 2018/19 - STUART	General Fund	2,218.00
02/21/2019	THE STUART RENTAL COMPANY	00439908	176514	ART & WINE 2018/19 - STUART RE	General Fund	12,818.00
				Total for Payment No.:		15,036.00

**Payment No: 631600**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	THYSSENKRUPP ELEVATOR CORPORATION	00440159	5000992998	FY 2018-19 ELEVATOR MAINTENANC	Convention Cnt Maintenance Dis	279.00
02/21/2019	THYSSENKRUPP ELEVATOR CORPORATION	00440160	3004351316	FY 2018-19 ELEVATOR MAINTENANC	Convention Cnt Maintenance Dis	334.36
				Total for Payment No.:		613.36

**Payment No: 631601**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	ULINE	00439446	105059679	POLY FORK	General Fund	67.47
				Total for Payment No.:		67.47

**Payment No: 631602**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	UNIQUE TOWING	00440107	00013960	TAG #112447	General Fund	107.50
				Total for Payment No.:		107.50

**Payment No: 631603**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	UNITED PARCEL SERVICE	00440118	00009882E5039A	DELIVERY	General Fund	14.50
02/21/2019	UNITED PARCEL SERVICE	00440118	00009882E5039A	DELIVERY	Electric Utility	21.02
02/21/2019	UNITED PARCEL SERVICE	00440118	00009882E5039A	DELIVERY	Water Utility	23.69
02/21/2019	UNITED PARCEL SERVICE	00440118	00009882E5039A	DELIVERY	General Fund	43.22
02/21/2019	UNITED PARCEL SERVICE	00440119	00009882E5528A	DELIVERY	General Fund	29.00
02/21/2019	UNITED PARCEL SERVICE	00440119	00009882E5528A	DELIVERY	General Fund	11.67
02/21/2019	UNITED PARCEL SERVICE	00440119	00009882E5528A	DELIVERY	Water Utility	22.54
02/21/2019	UNITED PARCEL SERVICE	00440120	00009882E5059A	DELIVERY	General Fund	14.50
02/21/2019	UNITED PARCEL SERVICE	00440120	00009882E5059A	DELIVERY	Automotive Services	10.86
02/21/2019	UNITED PARCEL SERVICE	00440120	00009882E5059A	DELIVERY	General Fund	104.18
02/21/2019	UNITED PARCEL SERVICE	00440120	00009882E5059A	DELIVERY	General Fund	295.56

Total for Payment No.:	590.74
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**Payment No: 631604**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	VERIZON WIRELESS	00439851	9822872591	CMO	General Fund	210.05
02/21/2019	VERIZON WIRELESS	00439851	9822872591	CMO	General Fund	1.53
Total for Payment No.:						211.58

**Payment No: 631605**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	VERIZON WIRELESS	00439858	9822884223	METER READERS	General Fund	193.53
Total for Payment No.:						193.53

**Payment No: 631606**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	VERIZON WIRELESS	00439859	9822872590	FIRE	General Fund	404.93
Total for Payment No.:						404.93

**Payment No: 631607**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	VERIZON WIRELESS	00439861	9822888602	FIRE EMS	General Fund	178.16
Total for Payment No.:						178.16

**Payment No: 631608**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	WASHINGTON TRUST BANK	00439748	190201-218088	JAN 2019 VEBA CUSTODY FEE	General Fund	2,004.51
Total for Payment No.:						2,004.51

**Payment No: 631609**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	WEISSMAN DESIGNS FOR DANCE	00439789	0015406276	SPRING RECITAL 2019 COSTUMES	Recreation Program Operations	7,134.23
				Total for Payment No.:		7,134.23

**Payment No: 631610**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	WEST COAST ARBORISTS INC	00439822	144468	Emergency Tree Work	General Fund	720.00
02/21/2019	WEST COAST ARBORISTS INC	00439822	144468	Tree Planting	Street Beautification	1,245.00
				Total for Payment No.:		1,965.00

**Payment No: 631611**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	WONDER ICE CREAM INC	00440023	90001575	CERTIFIED WEIGHT SVC	Automotive Services	15.00
				Total for Payment No.:		15.00

**Payment No: 631612**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/21/2019	ZORO TOOLS INC.	00439467	INV5416437	CARTRIDGE FILTER	General Fund	22.48
				Total for Payment No.:		22.48

Overall Total	1,228,997.60
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City of Santa Clara  
List of All Bills and Claims Approved for Payment

Run Date 2/26/2019  
Run Time 15:26:08 PM

Sorted by Payment Number

Payment No: 011495

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	ACT ENVIRO	00439929	221920	ANAYLTICALS 1/23/19 GAS TEST	Electric Utility	1,000.00
02/28/2019	ACT ENVIRO	00439929	221920	FUEL & ENERGY RECOVERY FEE	Electric Utility	80.00
02/28/2019	ACT ENVIRO	00440103	221924	ANALYTICALS 1/9/19	Electric Utility	6,750.00
02/28/2019	ACT ENVIRO	00440103	221924	ANALYTICALS 1/9/19	Electric Utility	750.00
02/28/2019	ACT ENVIRO	00440103	221924	FUEL & ENERGY RECOVERY FEE	Electric Utility	754.16
02/28/2019	ACT ENVIRO	00440103	221924	8 HRS LABOR CHEMIST 1/9/19	Electric Utility	536.00
02/28/2019	ACT ENVIRO	00440103	221924	8 HRS ON SITE TECHNICIAN 1/9/1	Electric Utility	440.00
02/28/2019	ACT ENVIRO	00440103	221924	SUPPLIES	Electric Utility	150.00
02/28/2019	ACT ENVIRO	00440103	221924	SUPPLIES	Electric Utility	610.00
02/28/2019	ACT ENVIRO	00440103	221924	LARGE HAND PUMP	Electric Utility	50.00
02/28/2019	ACT ENVIRO	00440103	221924	PPE GEAR LEVEL D	Electric Utility	16.00
02/28/2019	ACT ENVIRO	00440103	221924	GEAR(BOBTAIL)TRUCK USE 1/9/19	Electric Utility	125.00
02/28/2019	ACT ENVIRO	00440104	221007	ANALYTICALS 1/23/19	Electric Utility	3,250.00
02/28/2019	ACT ENVIRO	00440104	221007	FUEL & ENERGY RECOVERY FEE	Electric Utility	329.52
02/28/2019	ACT ENVIRO	00440104	221007	8 HRS LABOR CHEMIST 1/23/19	Electric Utility	536.00
02/28/2019	ACT ENVIRO	00440104	221007	SUPPLIES	Electric Utility	150.00
02/28/2019	ACT ENVIRO	00440104	221007	LARGE HAND PUMP	Electric Utility	50.00
02/28/2019	ACT ENVIRO	00440104	221007	PPE GEAR LEVEL D	Electric Utility	8.00
02/28/2019	ACT ENVIRO	00440104	221007	GEAR(BOBTAIL)TRUCK USE 1/23/19	Electric Utility	125.00
02/28/2019	ACT ENVIRO	00440105	222378	NON PCB TRANSFORMER OIL 1/2/19	Electric Utility	348.00
02/28/2019	ACT ENVIRO	00440105	222378	WASTE PAINT RELATED MAT 1/2/19	Electric Utility	265.00
02/28/2019	ACT ENVIRO	00440105	222378	LOOSE PACK GAS CANS 1/2/19	Electric Utility	265.00
02/28/2019	ACT ENVIRO	00440105	222378	AERSOLS 1/2/19	Electric Utility	165.00

02/28/2019	ACT ENVIRO	00440105	222378	OILY DEBRIS 1/2/19	Electric Utility	1,875.00
02/28/2019	ACT ENVIRO	00440105	222378	CUBIC YARD BOX W/PALLET TAX	Electric Utility	85.02
02/28/2019	ACT ENVIRO	00440105	222378	15 GALLON RECON METAL DRUM TAX	Electric Utility	92.65
02/28/2019	ACT ENVIRO	00440105	222378	55 GALLON RECON METAL DRUM TAX	Electric Utility	170.04
02/28/2019	ACT ENVIRO	00440105	222378	55 GALLON RECON METAL DRUM TAX	Electric Utility	119.90
02/28/2019	ACT ENVIRO	00440105	222378	55 GALLON RCON POLY DRUM TAX	Electric Utility	189.66
02/28/2019	ACT ENVIRO	00440105	222378	U0TUBES COMPACTS/CIR 1/2/19	Electric Utility	356.25
02/28/2019	ACT ENVIRO	00440105	222378	ANALYTICALS 1/2/19	Electric Utility	1,250.00
02/28/2019	ACT ENVIRO	00440105	222378	FUEL & ENERGY RECOVERY FEE	Electric Utility	618.34
02/28/2019	ACT ENVIRO	00440105	222378	MANIFEST FEE 1/2/19	Electric Utility	30.00
02/28/2019	ACT ENVIRO	00440105	222378	8 HRS LABOR CHEMIST 1/2/19	Electric Utility	536.00
02/28/2019	ACT ENVIRO	00440105	222378	1.5 HRS OT LABOR CHEMIST1/2/19	Electric Utility	151.50
02/28/2019	ACT ENVIRO	00440105	222378	8 HRS LABOR ONSITE TECH 1/2/19	Electric Utility	440.00
02/28/2019	ACT ENVIRO	00440105	222378	1.5 HRS OT LABOR ONSITE TECH	Electric Utility	124.50
02/28/2019	ACT ENVIRO	00440105	222378	SUPPLIES	Electric Utility	150.00
02/28/2019	ACT ENVIRO	00440105	222378	LARGE HAND PUMP	Electric Utility	50.00
02/28/2019	ACT ENVIRO	00440105	222378	PPE GEAR LEVEL D	Electric Utility	16.00
02/28/2019	ACT ENVIRO	00440105	222378	EMPTY METAL DRUMS DISPOSAL	Electric Utility	25.00
02/28/2019	ACT ENVIRO	00440105	222378	TRANSPORT OF 15 GAL. DRUM 1/2/	Electric Utility	25.00
02/28/2019	ACT ENVIRO	00440105	222378	TRANSPORT OF 55 GAL DRUM 1/2/1	Electric Utility	264.00
02/28/2019	ACT ENVIRO	00440105	222378	TRANSPORT CUBIC YARD BOX 1/2/1	Electric Utility	500.00
02/28/2019	ACT ENVIRO	00440105	222378	GEAR (BOBTAIL)TRUCK USE1/2/19	Electric Utility	125.00
02/28/2019	ACT ENVIRO	00440105	222378	PCB OIL ABSORBANT 1/2/19	Electric Utility	165.00
02/28/2019	ACT ENVIRO	00440106	221774	FUEL & ENERGY RECOVERY FEE	Electric Utility	69.52
02/28/2019	ACT ENVIRO	00440106	221774	8 HRS LABOR CHEMIST 1/30/19	Electric Utility	536.00
02/28/2019	ACT ENVIRO	00440106	221774	SUPPLIES	Electric Utility	150.00
02/28/2019	ACT ENVIRO	00440106	221774	LARGE HAND PUMP	Electric Utility	50.00
02/28/2019	ACT ENVIRO	00440106	221774	PPE GEAR LEVEL D	Electric Utility	8.00
02/28/2019	ACT ENVIRO	00440106	221774	GEAR (BOBTAIL)TRUCK USE1/30/19	Electric Utility	125.00
				Total for Payment No.:		25,050.06

**Payment No: 011496**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	ALL GUARD ALARM SYSTEMS INC	00439842	S92124	SERVICE CALL HEADEN INMAN HOUS	General Fund	130.00
02/28/2019	ALL GUARD ALARM SYSTEMS INC	00440227	J23386	Range Alarm upgrade	General Fund	2,530.00
				Total for Payment No.:		2,660.00

**Payment No: 011497**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	ALTERNATIVE OFFICE SOLUTIONS	00440313	100213	5 STANDING DESKS RES TAX	Electric Utility Construction	4,627.05
02/28/2019	ALTERNATIVE OFFICE SOLUTIONS	00440313	100213	INSTALL LABOR STANDING DESKS	Electric Utility Construction	545.00
02/28/2019	ALTERNATIVE OFFICE SOLUTIONS	00440314	100207	TOGGLERS QUANTITY 18	Electric Utility Construction	34.14
02/28/2019	ALTERNATIVE OFFICE SOLUTIONS	00440314	100207	LABOR TO PULL PRODUCT/INSTALL	Electric Utility Construction	225.00
02/28/2019	ALTERNATIVE OFFICE SOLUTIONS	00440315	100226	NEW HOTEL CUBES MAT. 881MAR	Electric Utility Construction	4,407.83
02/28/2019	ALTERNATIVE OFFICE SOLUTIONS	00440315	100226	LABOR TO TEAR DOWN OLD HOTEL	Electric Utility Construction	763.00
02/28/2019	ALTERNATIVE OFFICE SOLUTIONS	00440315	100226	LABOR TO PICK UP/ADD GLAZE KIT	Electric Utility Construction	490.50
02/28/2019	ALTERNATIVE OFFICE SOLUTIONS	00440315	100226	INSTALL NEW HOTEL CUBES 881MAR	Electric Utility Construction	981.00
				Total for Payment No.:		12,073.52

**Payment No: 011498**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	AMERICAN POWER SOLUTIONS	00440287	R19-SLR-0310	LTG REB 61641-1 MANSION GROVE	Elec OperatingGrant Trust Fund	689.08
				Total for Payment No.:		689.08

**Payment No: 011499**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	ARINI GEOGRAPHICS LLC	00440241	000204	POST IMPLEMENTATION CAD SRVCS	General Government - Other	34,234.75
				Total for Payment No.:		34,234.75

**Payment No: 011500**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	AVALON TRANSPORTATION LLC	00439841	57699	ATG TRIP CASH CREEK CASINO1/29	Community Activities	1,150.00
				Total for Payment No.:		1,150.00

**Payment No: 011501**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	BAKER & TAYLOR BOOKS	00439734	NS19020245	CONTENT CAFE REVIEW4/1-3/31/20	General Fund	5,520.81
02/28/2019	BAKER & TAYLOR BOOKS	00439735	4012457985	1233 AD BK	General Fund	139.48
02/28/2019	BAKER & TAYLOR BOOKS	00439817	CI206826	1241 AD BK	General Fund	450.46
02/28/2019	BAKER & TAYLOR BOOKS	00440211	CI207136	1241 AD BK	General Fund	1,762.01
				Total for Payment No.:		7,872.76

**Payment No: 011502**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	BARRY S MILSTONE	00440328	11946	Third party review for CityPla	Deposit Funds.	20,279.93
				Total for Payment No.:		20,279.93

**Payment No: 011503**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	BELL ELECTRICAL SUPPLY	00439760	5574763	CARLON SOLVENT CEMENT PINT	Electric Utility Construction	7.48
02/28/2019	BELL ELECTRICAL SUPPLY	00439760	5574763	ELBOW UA7AF FITTINGS, ELBOWS	Electric Utility Construction	2.58
02/28/2019	BELL ELECTRICAL SUPPLY	00439760	5574763	1-IN PVC CONDUIT COUP	Electric Utility Construction	0.52

02/28/2019	BELL ELECTRICAL SUPPLY	00439760	5574763	1-IN PVC CONDUIT SCH 40	Electric Utility Construction	5.49
02/28/2019	BELL ELECTRICAL SUPPLY	00439760	5574763	PVC 1 FEMALE ADAPT E942F	Electric Utility Construction	0.62
02/28/2019	BELL ELECTRICAL SUPPLY	00439760	5574763	KON 1"THDLESS RGD COMP	Electric Utility Construction	10.46
02/28/2019	BELL ELECTRICAL SUPPLY	00439762	5574797	BRDGPORT 1-IN EMT NAIL STRAP	Electric Utility Construction	1.19
02/28/2019	BELL ELECTRICAL SUPPLY	00440099	5574115	UGLY ELECTRICAL REFERENCE BOOK	Electric Utility	28.23
				Total for Payment No.:		56.57

**Payment No: 011504**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	BEST BEST & KRIEGER LLP	00440540	824596	LEGAL SERVICES	Electric Utility	1,122.00
02/28/2019	BEST BEST & KRIEGER LLP	00440541	826957	LEGAL SERVICES	Electric Utility	187.00
02/28/2019	BEST BEST & KRIEGER LLP	00440542	829153	LEGAL SERVICES	Electric Utility	765.00
02/28/2019	BEST BEST & KRIEGER LLP	00440543	835849	LEGAL SERVICES	Electric Utility	391.00
02/28/2019	BEST BEST & KRIEGER LLP	00440544	838137	LEGAL SERVICES	Special Liability Insurance	19,779.87
02/28/2019	BEST BEST & KRIEGER LLP	00440553	841104	LEGAL SERVICES	Special Liability Insurance	3,502.97
02/28/2019	BEST BEST & KRIEGER LLP	00440554	841103	LEGAL SERVICES	Electric Utility	238.00
				Total for Payment No.:		25,985.84

**Payment No: 011505**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	BOUNDTREE MEDICAL LLC	00440228	83110018	Gloves	General Fund	2,556.00
02/28/2019	BOUNDTREE MEDICAL LLC	00440329	83103909	FY18-19 EXPENDABLE EMERGENCY M	General Fund	298.50
				Total for Payment No.:		2,854.50

**Payment No: 011506**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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02/28/2019	BRUCE BARTON PUMP SERVICE INC	00440091	0099388-IN	OLD PD BASEMENT	General Fund	140.47
02/28/2019	BRUCE BARTON PUMP SERVICE INC	00440092	0099405-IN	OLD PD BASEMENT	General Fund	237.62
				Total for Payment No.:		378.09

**Payment No: 011507**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	BUCKLES-SMITH	00439920	3132456-00	ATMR1 600V 1A CC FUSE	Electric Utility	48.92
02/28/2019	BUCKLES-SMITH	00440100	3130525-01	SK C10SK TERMINAL RING TONGUE	Electric Utility Construction	53.54
02/28/2019	BUCKLES-SMITH	00440121	3122971-00	4448GNK 48 SC STRAIGHT SECTION	Electric Utility Construction	57.33
02/28/2019	BUCKLES-SMITH	00440121	3122971-00	44LCOMBO SC WIREWAY ELBOW	Electric Utility Construction	76.36
02/28/2019	BUCKLES-SMITH	00440121	3122971-00	44C WIREWAY CONNECTOR	Electric Utility Construction	12.60
02/28/2019	BUCKLES-SMITH	00440121	3122971-00	44GF WIREWAY END FLANGE	Electric Utility Construction	24.94
02/28/2019	BUCKLES-SMITH	00440122	3127550-00	PSPT-250-1-WT PERMASLEEVE LABEL	Electric Utility Construction	310.61
02/28/2019	BUCKLES-SMITH	00440124	3127799-00	OMNI CABLE ON WOODEN REEL	Electric Utility	283.40
02/28/2019	BUCKLES-SMITH	00440125	3126682-00	110-S 4" CONDUIT LOCKNUT	Electric Utility	3.22
				Total for Payment No.:		870.92

**Payment No: 011508**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	BURKE, WILLIAMS & SORENSEN LLP	00440534	235124	LEGAL SERVICES	Deposit Funds.	2,910.00
02/28/2019	BURKE, WILLIAMS & SORENSEN LLP	00440535	234361	LEGAL SERVICES	Special Liability Insurance	6,319.50
02/28/2019	BURKE, WILLIAMS & SORENSEN LLP	00440536	235247	LEGAL SERVICES	Special Liability Insurance	1,622.02
02/28/2019	BURKE, WILLIAMS & SORENSEN LLP	00440537	235123	LEGAL SERVICES	Deposit Funds.	35,767.72
02/28/2019	BURKE, WILLIAMS & SORENSEN LLP	00440548	235824	LEGAL SERVICES	Deposit Funds.	51,224.57
				Total for Payment No.:		97,843.81

**Payment No: 011509**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	CA DEPT OF JUSTICE	00439796	353217	Regular	General Fund	258.00
02/28/2019	CA DEPT OF JUSTICE	00439796	353217	PD Applicants	General Fund	132.00
				Total for Payment No.:		390.00

**Payment No: 011510**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	CAVENDISH SQUARE PUBLISHING LLC	00439739	CAL316666I	1233 Juv BK	General Fund	235.06
02/28/2019	CAVENDISH SQUARE PUBLISHING LLC	00439740	CAL316668I	1231 Juv BK	General Fund	704.76
02/28/2019	CAVENDISH SQUARE PUBLISHING LLC	00440215	CAL316667I	1235 Juv BK	General Fund	479.00
02/28/2019	CAVENDISH SQUARE PUBLISHING LLC	00440215	CAL316667I	TAXABLE	General Fund	470.00
				Total for Payment No.:		1,888.82

**Payment No: 011511**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	CINTAS CORP #630	00439949	630598044	FC4 NEUTRAL FLR CLNR	General Fund	36.47
02/28/2019	CINTAS CORP #630	00439960	630598043	UNIFORMS NORTH AREA	General Fund	65.34
02/28/2019	CINTAS CORP #630	00439962	630601605	KENTON SHIRTS	General Fund	122.66
02/28/2019	CINTAS CORP #630	00439963	630601603	UNIFORMS CEMETERY	Cemetery	35.00
02/28/2019	CINTAS CORP #630	00439964	630601602	FC4 NEUTRAL FLR CLNR	General Fund	36.47
02/28/2019	CINTAS CORP #630	00439967	630603153	FC4 NEUTRAL FLR CLNR	General Fund	36.47
02/28/2019	CINTAS CORP #630	00439970	630603152	FC4 NEUTRAL FLR CLNR	General Fund	36.48
02/28/2019	CINTAS CORP #630	00439973	630599643	FC4 NEUTRAL FLR CLNR	General Fund	36.48
02/28/2019	CINTAS CORP #630	00439975	630603519	UNIFORMS CEMETERY	Cemetery	35.00
02/28/2019	CINTAS CORP #630	00439981	630603518	FC4 NEUTRAL FLR CLNR	General Fund	36.47
02/28/2019	CINTAS CORP #630	00439983	630603520	UNIFORMS PARKS YARD	General Fund	374.57
02/28/2019	CINTAS CORP #630	00439983	630603520	SANIS SCENT CLIP	General Fund	4.44
02/28/2019	CINTAS CORP #630	00439985	630601604	UNIFOMRS PARKS YARD	General Fund	381.25



02/28/2019	CINTAS CORP #630	00439985	630601604	SANIS SCENT CLIP	General Fund	4.44
02/28/2019	CINTAS CORP #630	00440199	630581891	New uniform order	General Fund	156.01
02/28/2019	CINTAS CORP #630	00440200	630581890	Street Uniform Service	General Fund	346.46
02/28/2019	CINTAS CORP #630	00440200	630581890	Fleet Uniform Service	Automotive Services	139.09
02/28/2019	CINTAS CORP #630	00440200	630581890	SAFEWASHER SVC	General Fund	30.49
02/28/2019	CINTAS CORP #630	00440201	630606079	Street Uniform Service	General Fund	345.48
02/28/2019	CINTAS CORP #630	00440201	630606079	Fleet Uniform Service	Automotive Services	139.09
02/28/2019	CINTAS CORP #630	00440201	630606079	SAFEWASHER SVC	General Fund	30.49
02/28/2019	CINTAS CORP #630	00440229	630584710	UNIFORM SERVICES	General Fund	124.07
02/28/2019	CINTAS CORP #630	00440231	630588153	UNIFORM SERVICES	General Fund	114.76
02/28/2019	CINTAS CORP #630	00440238	630591554	UNIFORM SERVICES	General Fund	112.19
02/28/2019	CINTAS CORP #630	00440239	630595013	UNIFORM SERVICES	General Fund	112.19
02/28/2019	CINTAS CORP #630	00440240	630598501	UNIFORM SERVICES	General Fund	116.84
				Total for Payment No.:		3,008.70

**Payment No: 011512**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	COAST COUNTIES TRUCK	00439768	0171428P	FILTER AIR - VEH # 3217	Automotive Services	104.02
				Total for Payment No.:		104.02

**Payment No: 011513**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	COMCAST	00440581	1/23/19AC815540065018221 3	CH 1500 Warburton Ave	General Fund	233.47
02/28/2019	COMCAST	00440581	1/23/19AC815540065018221 3	IT 1405 Civic Cntr Dr	General Fund	55.79
02/28/2019	COMCAST	00440581	1/23/19AC815540065018221 3	PD 1990 Walsh Ave	General Fund	147.53
02/28/2019	COMCAST	00440581	1/23/19AC815540065018221 3	FIRE 1177 Alviso St	General Fund	33.62
02/28/2019	COMCAST	00440581	1/23/19AC815540065018221 3	PD 601 El Camino Real	General Fund	159.82

02/28/2019	COMCAST	00440581	1/23/19AC815540065018221 3	PD 3992 RIVERMARK PLZ	General Fund	34.61
02/28/2019	COMCAST	00440581	1/23/19AC815540065018221 3	SR CNTR 1303 FREMONT ST	General Fund	61.37
				Total for Payment No.:		726.21

**Payment No: 011514**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	COMMERCIAL TREE CARE	00439914	34920	TREE REMOVAL& REDUCTION-PORITZ	H.U.D Capital Projects	1,600.00
02/28/2019	COMMERCIAL TREE CARE	00439914	34920	PORITZ - 10564	H.U.D Capital Projects	1,600.00
02/28/2019	COMMERCIAL TREE CARE	00439914	34920	PORITZ - 10564	H.U.D Capital Projects	-1,600.00
02/28/2019	COMMERCIAL TREE CARE	00440202	35141	Tree Pruning Agreement	Electric Utility	9,860.00
				Total for Payment No.:		11,460.00

**Payment No: 011515**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	DICK BROWN'S TECHNICAL SERVICE	00439935	47425	INSTRUMENT TECH1 12/20, 1/25	Electric Utility	741.00
02/28/2019	DICK BROWN'S TECHNICAL SERVICE	00439935	47425	1 TON TRUCK 12/20/18, 1/25/19	Electric Utility	247.00
02/28/2019	DICK BROWN'S TECHNICAL SERVICE	00439935	47425	FREIGHT 1/25/19	Electric Utility	20.00
02/28/2019	DICK BROWN'S TECHNICAL SERVICE	00439935	47425	LTE TEST STATION (TAXABLE)	Electric Utility	1,504.20
				Total for Payment No.:		2,512.20

**Payment No: 011516**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	EBSCO SUBSCRIPTION SERVICES	00440212	1901599	1241 AD PR	General Fund	167.90
				Total for Payment No.:		167.90

**Payment No: 011517**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	EFFICIENCY SERVICES GROUP, LLC	00439928	2229	CALL17-3 EXTER LITE PROG JAN19	Elec OperatingGrant Trust Fund	4,225.00
02/28/2019	EFFICIENCY SERVICES GROUP, LLC	00439928	2229	CALL17-3 EXTER LITE PROG JAN19	Elec OperatingGrant Trust Fund	25,435.00
				Total for Payment No.:		29,660.00

**Payment No: 011518**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	ELB US INC.	00440351	JC106861	Cafeteria audio upgrade	General Government - Other	6,085.26
02/28/2019	ELB US INC.	00440351	JC106861	DELIVERY/FREIGHT	General Government - Other	6,849.00
02/28/2019	ELB US INC.	00440352	JC106860	10% contingency budget for un	General Government - Other	964.46
02/28/2019	ELB US INC.	00440352	JC106860	DELIVERY OF GOODS-TAXABLE	General Government - Other	748.55
02/28/2019	ELB US INC.	00440353	JC106859	10% contingency budget for un	General Government - Other	760.32
02/28/2019	ELB US INC.	00440353	JC106859	DELIVERY OF GOODS-TAXABLE	General Government - Other	2,145.19
02/28/2019	ELB US INC.	00440355	JC106853	10% contingency budget for un	General Government - Other	175.00
02/28/2019	ELB US INC.	00440355	JC106853	TLM-700HD	General Government - Other	865.15
				Total for Payment No.:		18,592.93

**Payment No: 011519**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	ELECTRICAL CONSULTANTS INC	00440296	79802	TRANSMISSION ENGINEERING SRVCS	Electric Utility Construction	20,210.51
02/28/2019	ELECTRICAL CONSULTANTS INC	00440297	79803	TRANSMISSION ENGINEERING SRVCS	Electric Utility Construction	3,162.00
				Total for Payment No.:		23,372.51

**Payment No: 011520**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	ESSENSE PARTNERS	00440164	1698	MARKETING/PR RETAINER JAN19	Elec OperatingGrant Trust Fund	4,600.00
02/28/2019	ESSENSE PARTNERS	00440164	1698	MARKETING/PR RETAINER JAN19	Elec OperatingGrant Trust Fund	2,500.00
02/28/2019	ESSENSE PARTNERS	00440164	1698	MARKETING/PR RETAINER JAN19	Elec OperatingGrant Trust Fund	600.00
02/28/2019	ESSENSE PARTNERS	00440164	1698	MARKETING/PR RETAINER JAN19	Elec OperatingGrant Trust Fund	1,000.00
02/28/2019	ESSENSE PARTNERS	00440164	1698	MARKETING/PR RETAINER JAN19	Elec OperatingGrant Trust Fund	1,000.00
02/28/2019	ESSENSE PARTNERS	00440164	1698	MARKETING/PR RETAINER JAN19	Electric Utility	15,716.00
				Total for Payment No.:		25,416.00

**Payment No: 011521**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	FARWEST LINE SPECIALTIES LLC	00439921	272350	COFFING LSB 1500B RATCHET LEVE	Electric Utility	361.56
02/28/2019	FARWEST LINE SPECIALTIES LLC	00439921	272350	HUSKY 1/2"-12 STRAND ADJ TRANS	Electric Utility	37.26
02/28/2019	FARWEST LINE SPECIALTIES LLC	00439921	272350	BRUSH WITH HANDLE AND COVER	Electric Utility	147.04
02/28/2019	FARWEST LINE SPECIALTIES LLC	00439921	272350	TWISTARP 10'X10'	Electric Utility	542.86
02/28/2019	FARWEST LINE SPECIALTIES LLC	00439921	272350	YOUNGSTOWN ARC RATED GLOVE	Electric Utility	98.57
02/28/2019	FARWEST LINE SPECIALTIES LLC	00439921	272350	YOUNGSTOWN ARC RATED GLOVE	Electric Utility	197.16
02/28/2019	FARWEST LINE SPECIALTIES LLC	00439921	272350	YOUNGSTOWN ARC RATED GLOVE	Electric Utility	197.16
02/28/2019	FARWEST LINE SPECIALTIES LLC	00439921	272350	KUNZ 552 GLOVES	Electric Utility	394.31
02/28/2019	FARWEST LINE SPECIALTIES LLC	00439921	272350	KUNZ 552 GLOVES	Electric Utility	394.31
02/28/2019	FARWEST LINE SPECIALTIES LLC	00440291	272693	ALUMINUM COIL CHAIN HOISTRA-40	Electric Utility	678.20
02/28/2019	FARWEST LINE SPECIALTIES LLC	00440291	272693	ALUMINUM COIL CHAIN HOISTRA-30	Electric Utility	634.37
02/28/2019	FARWEST LINE SPECIALTIES LLC	00440291	272693	KLEIN HARD BODY BAB 5144BHB140	Electric Utility	150.98
02/28/2019	FARWEST LINE SPECIALTIES LLC	00440291	272693	KLEIN LINEMANS INSULATING WREN	Electric Utility	87.43
				Total for Payment No.:		3,921.21

**Payment No: 011522**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	GALE/CENGAGE LEARNING	00439909	66436555	1241 AD BK	General Fund	136.46
02/28/2019	GALE/CENGAGE LEARNING	00439911	66437081	1241 AD BK	General Fund	118.50
02/28/2019	GALE/CENGAGE LEARNING	00439916	66459816	1241 AD BK	General Fund	54.75
				Total for Payment No.:		309.71

**Payment No: 011523**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	GARDENLAND POWER EQUIPMENT	00439806	644763	No Spill Gas Can	General Fund	104.66
02/28/2019	GARDENLAND POWER EQUIPMENT	00439998	643967	APRON CHAPS	General Fund	1,103.61
02/28/2019	GARDENLAND POWER EQUIPMENT	00440316	646916	Tree Maintenance Equipment	General Fund	220.47
				Total for Payment No.:		1,428.74

**Payment No: 011524**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	GRAINGER-SAN JOSE	00439808	9079258670	Tire Inflator	General Fund	37.26
02/28/2019	GRAINGER-SAN JOSE	00439999	9073374473	CHANGING STATION	General Fund	680.46
02/28/2019	GRAINGER-SAN JOSE	00440339	9088254702	STORAGE RACK - STATION 1	General Fund	342.54
02/28/2019	GRAINGER-SAN JOSE	00440342	9088254710	STRETCH WRAP	General Fund	20.43
02/28/2019	GRAINGER-SAN JOSE	00440342	9088254710	MASKING TAPE	General Fund	35.84
02/28/2019	GRAINGER-SAN JOSE	00440342	9088254710	MASKING TAPE END CAPS	General Fund	8.28
02/28/2019	GRAINGER-SAN JOSE	00440385	9072629398	PLIERS, 6IN LONG NOSE. KLEIN #	Electric Utility	216.54
02/28/2019	GRAINGER-SAN JOSE	00440385	9072629398	PLIERS, 9IN SIDE CUTTING KLEIN	Electric Utility	1,080.06
02/28/2019	GRAINGER-SAN JOSE	00440385	9072629398	TAPE RULE, 3/4IN WIDE X 25FT L	Electric Utility	341.78
02/28/2019	GRAINGER-SAN JOSE	00440385	9072629398	VOLTAGE TESTER, KNOPP MODEL #K	Electric Utility	391.42
02/28/2019	GRAINGER-SAN JOSE	00440385	9072629398	SCREWDRIVER, ROUND SHANK, STAN	Electric Utility	34.53
02/28/2019	GRAINGER-SAN JOSE	00440386	9076635359	LAMP, TELEPHONE, 24V, .035A, T	Electric Utility	169.49
02/28/2019	GRAINGER-SAN JOSE	00440387	9084708503	SAFETY GLASSES, AMBER SMITH &	Electric Utility	173.44

02/28/2019	GRAINGER-SAN JOSE	00440387	9084708503	SHACKLE, 1IN ANCHOR TYPE, DROP	Electric Utility	328.92
02/28/2019	GRAINGER-SAN JOSE	00440519	9084136549	WOOD RULE, 6FT FOLDING, INSIDE	Electric Utility	280.02
02/28/2019	GRAINGER-SAN JOSE	00440519	9084136549	WRENCH, RATCHET, 1/2IN SQ. DRI	Electric Utility	212.09
02/28/2019	GRAINGER-SAN JOSE	00440519	9084136549	SCREWDRIVER, ROUND SHANK, STAN	Electric Utility	63.44
02/28/2019	GRAINGER-SAN JOSE	00440519	9084136549	SCREWDRIVER, 4IN PHILLIPS #2 C	Electric Utility	167.69
02/28/2019	GRAINGER-SAN JOSE	00440519	9084136549	HAMMER, 36 OZ. HEAD, FIBERGLAS	Electric Utility	339.43
02/28/2019	GRAINGER-SAN JOSE	00440519	9084136549	COOLER, WATER, 3 GALLON, WITH	Electric Utility	192.08
02/28/2019	GRAINGER-SAN JOSE	00440519	9084136549	HAMMER, 20 OZ. CUSHION GRIP WI	Electric Utility	285.60
02/28/2019	GRAINGER-SAN JOSE	00440519	9084136549	WRENCH, 6IN ADJUSTABLE KLEIN #	Electric Utility	349.22
02/28/2019	GRAINGER-SAN JOSE	00440520	9078387702	LAMP, TELEPHONE, 24V, 0.032A T	Electric Utility	266.07
Total for Payment No.:						6,016.63

**Payment No: 011525**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	GREEN HALO SYSTEMS	00440203	1977	Hosting & Maintenance Feb 2019	Solid Waste Program	459.72
Total for Payment No.:						459.72

**Payment No: 011526**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	HI-TECH EMERGENCY VEHICLE SERVICE INC	00439986	163190	HANDLE ASSY #3121	Automotive Services	357.39
02/28/2019	HI-TECH EMERGENCY VEHICLE SERVICE INC	00439989	163191	PART #3121	Automotive Services	124.13
Total for Payment No.:						481.52

**Payment No: 011527**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	HILL BROTHERS CHEMICAL CO	00440175	07048994	DVR AMMONIA DELIVERY 2/11/19	Electric Utility	4,087.84
02/28/2019	HILL BROTHERS CHEMICAL CO	00440175	07048994	FUEL SURCHARGE	Electric Utility	21.80
Total for Payment No.:						4,109.64

**Payment No: 011528**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	IMPERIAL SPRINKLER SUPPLY INC	00439809	3622575-01	Landscape Supplies	General Fund	451.04
				Total for Payment No.:		451.04

**Payment No: 011529**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	INGRAM LIBRARY SERVICES INC	00439741	38653050	BM Juv BK	Library Trust - Donations	171.70
02/28/2019	INGRAM LIBRARY SERVICES INC	00439743	38683549	1241 AD BK	General Fund	2,352.99
02/28/2019	INGRAM LIBRARY SERVICES INC	00439743	38683549	1231 Juv BK	General Fund	1,615.38
02/28/2019	INGRAM LIBRARY SERVICES INC	00439743	38683549	1232 YA BK	General Fund	201.08
02/28/2019	INGRAM LIBRARY SERVICES INC	00439743	38683549	1233 AD/Juv BK	General Fund	216.71
02/28/2019	INGRAM LIBRARY SERVICES INC	00439743	38683549	BM Juv BK	General Fund	7.19
02/28/2019	INGRAM LIBRARY SERVICES INC	00439744	38683563	1235 AD/Juv/YA BK	General Fund	513.49
02/28/2019	INGRAM LIBRARY SERVICES INC	00439824	38681356	BM AD BK	Library Trust - Donations	18.93
02/28/2019	INGRAM LIBRARY SERVICES INC	00439827	38699727	BM Juv BK	Library Trust - Donations	1,519.26
02/28/2019	INGRAM LIBRARY SERVICES INC	00439828	38719112	BM AD BK	Library Trust - Donations	21.37
02/28/2019	INGRAM LIBRARY SERVICES INC	00439830	38744900	BM AD BK	Library Trust - Donations	163.21
02/28/2019	INGRAM LIBRARY SERVICES INC	00440216	38789541	1241 AD BK	General Fund	1,188.55
02/28/2019	INGRAM LIBRARY SERVICES INC	00440216	38789541	1231 Juv BK	General Fund	641.03
02/28/2019	INGRAM LIBRARY SERVICES INC	00440216	38789541	1232 YA BK	General Fund	182.20
02/28/2019	INGRAM LIBRARY SERVICES INC	00440216	38789541	1233 AD/Juv BK	General Fund	49.34
02/28/2019	INGRAM LIBRARY SERVICES INC	00440217	38789556	1235 AD/YA/Juv BK	General Fund	376.50
02/28/2019	INGRAM LIBRARY SERVICES INC	00440218	38802503	1232 YA BK	General Fund	36.44
02/28/2019	INGRAM LIBRARY SERVICES INC	00440219	38804789	1232 YA BK	General Fund	32.36
02/28/2019	INGRAM LIBRARY SERVICES INC	00440220	38804790	BM Juv BK	Library Trust - Donations	64.14

02/28/2019	INGRAM LIBRARY SERVICES INC	00440221	38839356	1232 YA BK	General Fund	28.63
Total for Payment No.:						9,400.50

**Payment No: 011530**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	INTERSTATE TRAFFIC CONTROL	00439992	229837	Striping Paint	General Fund	101.60
Total for Payment No.:						101.60

**Payment No: 011531**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	KATTEN MUCHIN ZAVIS ROSENMAN	00440508	1301521875	VEBA LEGAL SERVICE 1.31.19	General Fund	180.00
Total for Payment No.:						180.00

**Payment No: 011532**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	LEHR AUTO ELECTRIC	00439993	S124990	GAS SPRING #2905	Automotive Services	43.02
Total for Payment No.:						43.02

**Payment No: 011533**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	LPA, INC.	00440062	88058	Youth Soccer Park & Athletic	Parks And Recreation	3,868.90
02/28/2019	LPA, INC.	00440062	88058	RETENTION	Parks And Recreation	-386.89
Total for Payment No.:						3,482.01

**Payment No: 011534**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	METROPOLITAN PLANNING GROUP	00440453	1000893	TASMAN EAST PARCEL 11	Deposit Funds.	210.00
02/28/2019	METROPOLITAN PLANNING GROUP	00440455	1000891	TASMAN EASTCALLE DEL MUNDO	Deposit Funds.	2,712.50



02/28/2019	METROPOLITAN PLANNING GROUP	00440456	1000892	TASMAN EAST CALLE DE LUNA	Deposit Funds.	465.00
				Total for Payment No.:		3,387.50

**Payment No: 011535**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	MGT OF AMERICA INC	00440462	35075	CHANGE ORDER #1 ADD FUNDS FOR	General Fund	2,950.00
				Total for Payment No.:		2,950.00

**Payment No: 011536**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	MIDWEST TAPE LLC	00439531	96927123	1241 AD ABKS	General Fund	130.77
02/28/2019	MIDWEST TAPE LLC	00439533	96927124	1241 AD ABK	General Fund	43.59
02/28/2019	MIDWEST TAPE LLC	00439745	96926053	1233 AD/Juv DVD	Library Trust - Donations	783.83
02/28/2019	MIDWEST TAPE LLC	00439745	96926053	1241 AD DVD	General Fund	163.96
02/28/2019	MIDWEST TAPE LLC	00439745	96926053	1235 AD DVD	General Fund	193.77
02/28/2019	MIDWEST TAPE LLC	00439745	96926053	BM AD DVD	General Fund	28.33
02/28/2019	MIDWEST TAPE LLC	00439831	96940318	1233 Juv DVD	Library Trust - Donations	57.72
02/28/2019	MIDWEST TAPE LLC	00439831	96940318	1241 AD DVD	General Fund	78.43
02/28/2019	MIDWEST TAPE LLC	00439831	96940318	1231 Juv DVD	General Fund	23.95
02/28/2019	MIDWEST TAPE LLC	00440224	96957985	1233 AD/Juv DVD	Library Trust - Donations	122.55
02/28/2019	MIDWEST TAPE LLC	00440224	96957985	1241 AD DVD	General Fund	370.25
02/28/2019	MIDWEST TAPE LLC	00440224	96957985	1231 Juv DVD	General Fund	74.06
02/28/2019	MIDWEST TAPE LLC	00440224	96957985	1241 AD MCD	General Fund	37.57
02/28/2019	MIDWEST TAPE LLC	00440224	96957985	1235 AD DVD	General Fund	210.31
02/28/2019	MIDWEST TAPE LLC	00440224	96957985	BM AD DVD	General Fund	73.53
02/28/2019	MIDWEST TAPE LLC	00440224	96957985	1233 AD DVD	General Fund	22.61
				Total for Payment No.:		2,415.23

**Payment No: 011537**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	MILLER STARR REGALIA, PLC	00440545	378711	CHANGE ORDER - LEGAL SERVICES	General Fund	396.00
02/28/2019	MILLER STARR REGALIA, PLC	00440546	378714	CHANGE ORDER - LEGAL SERVICES	General Fund	3,528.00
02/28/2019	MILLER STARR REGALIA, PLC	00440547	378703	CHANGE ORDER - LEGAL SERVICES	General Fund	2,268.00
02/28/2019	MILLER STARR REGALIA, PLC	00440550	379773	CHANGE ORDER - LEGAL SERVICES	General Fund	6,397.59
02/28/2019	MILLER STARR REGALIA, PLC	00440551	379784	CHANGE ORDER - LEGAL SERVICES	General Fund	4,788.00
02/28/2019	MILLER STARR REGALIA, PLC	00440552	379781	CHANGE ORDER - LEGAL SERVICES	General Fund	216.00
02/28/2019	MILLER STARR REGALIA, PLC	00440556	380292	CHANGE ORDER - LEGAL SERVICES	General Fund	3,024.00
02/28/2019	MILLER STARR REGALIA, PLC	00440557	380302	CHANGE ORDER - LEGAL SERVICES	General Fund	4,591.90
				Total for Payment No.:		25,209.49

**Payment No: 011538**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	MILTON SECURITY GROUP LLC	00439801	Q31117	COULTER, ETHAN 1/26/19-2/8/19	Electric Utility	9,280.00
02/28/2019	MILTON SECURITY GROUP LLC	00439802	Q31115	AMI/MDMS PROJECT SUPPORT	Electric Utility Construction	7,200.00
02/28/2019	MILTON SECURITY GROUP LLC	00439803	Q31116	CYBER SECURITY/SSG SUPPORT	Electric Utility	4,408.00
				Total for Payment No.:		20,888.00

**Payment No: 011539**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	MSR PUBLIC POWER AGENCY	00440082	021119	BIG HORN 2 POWER JAN19	Electric Utility	384,972.22
				Total for Payment No.:		384,972.22

**Payment No: 011540**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	MT TIRE SERVICE	00439854	10478	5 TIRES 14PLY	Automotive Services	1,446.25
02/28/2019	MT TIRE SERVICE	00439854	10478	FED TIRE TAX	Automotive Services	22.20

02/28/2019	MT TIRE SERVICE	00439854	10478	MOUNT/DISM LABOR #3015	Automotive Services	150.00
02/28/2019	MT TIRE SERVICE	00439854	10478	CALIF TIRE TAX	Automotive Services	8.75
02/28/2019	MT TIRE SERVICE	00439855	10477	FED TIRE TAX	Automotive Services	26.64
02/28/2019	MT TIRE SERVICE	00439855	10477	LABOR MOUNT/DISM #3117	Automotive Services	180.00
02/28/2019	MT TIRE SERVICE	00439855	10477	6 14PLY TIRES	Automotive Services	1,735.50
02/28/2019	MT TIRE SERVICE	00439855	10477	CA TIRE TAX	Automotive Services	10.50
02/28/2019	MT TIRE SERVICE	00439856	10479	FLEET SERVICE 2/8/19	Automotive Services	120.00
02/28/2019	MT TIRE SERVICE	00440006	10476	FED TIRE TAX	Automotive Services	4.84
02/28/2019	MT TIRE SERVICE	00440006	10476	14 PLY TIRE STOCK	Automotive Services	288.69
02/28/2019	MT TIRE SERVICE	00440006	10476	CALIF TIRE TAX	Automotive Services	1.91
				Total for Payment No.:		3,995.28

**Payment No: 011541**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	OC JONES & SONS INC	00440566	70330R	AGREEMENT FOR REED ST-GRANT ST	Parks And Recreation	361,028.50
				Total for Payment No.:		361,028.50

**Payment No: 011542**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	ONESOURCE DISTRIBUTORS LLC	00440253	S6061423.001	HVBT-4-R-01(B2) TAPE BUS BAR	Electric Utility Construction	2,948.78
				Total for Payment No.:		2,948.78

**Payment No: 011543**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	ORACLE AMERICA INC	00440463	44129165	PEOPLESFT TECH SUPPORT 2/3/18	General Fund	2,613.96
				Total for Payment No.:		2,613.96

**Payment No: 011544**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	OVERDRIVE INC	00439835	00910CO19022179	1241 AD EBK	General Fund	270.41
02/28/2019	OVERDRIVE INC	00439836	00910DA19023288	1241 AD EBK	General Fund	75.99
02/28/2019	OVERDRIVE INC	00439837	00910DA19023289	1241 AD EBK	General Fund	778.96
02/28/2019	OVERDRIVE INC	00439838	00910CO19024949	1241 AD EBK	General Fund	76.00
02/28/2019	OVERDRIVE INC	00439839	00910CO19026489	1241 AD EBK	General Fund	729.45
02/28/2019	OVERDRIVE INC	00439840	00910CO19027334	1241 AD EBK	General Fund	726.30
02/28/2019	OVERDRIVE INC	00439918	00910DA19028166	1241 AD EBK	General Fund	137.99
02/28/2019	OVERDRIVE INC	00439919	00910DA19028167	1241 AD EBK	General Fund	379.99
				Total for Payment No.:		3,175.09

**Payment No: 011545**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	PARAGON PARTNERS LTD	00440213	0018384-IN	FIBER SUPPT/BUSINESS MGMT SVCS	Electric Utility Construction	16,803.35
				Total for Payment No.:		16,803.35

**Payment No: 011546**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	RICOH CORP	00440276	9026972508	City Attorney	General Fund	225.95
02/28/2019	RICOH CORP	00440276	9026972508	City Clerks	General Fund	225.96
02/28/2019	RICOH CORP	00440276	9026972508	City Clerks	General Fund	339.64
02/28/2019	RICOH CORP	00440276	9026972508	City Clerks - retention ctr	General Fund	137.60
02/28/2019	RICOH CORP	00440276	9026972508	City Mgr	General Fund	222.58
02/28/2019	RICOH CORP	00440276	9026972508	City Mgr - Communication	General Fund	141.21
02/28/2019	RICOH CORP	00440276	9026972508	Comm Dev CDD - HCS	General Fund	226.16
02/28/2019	RICOH CORP	00440276	9026972508	Comm Dev CDD - Planning	General Fund	353.83
02/28/2019	RICOH CORP	00440276	9026972508	Comm Dev CDD - Planning Inspec	General Fund	284.79
02/28/2019	RICOH CORP	00440276	9026972508	Comm Dev CDD - Planning Permit	General Fund	208.21
02/28/2019	RICOH CORP	00440276	9026972508	Finance - ACCT	General Fund	208.21

02/28/2019	RICOH CORP	00440276	9026972508	Finance - Muni	General Fund	190.86
02/28/2019	RICOH CORP	00440276	9026972508	Finance - Muni	General Fund	190.87
02/28/2019	RICOH CORP	00440276	9026972508	Finance - Purchasing/Payroll	General Fund	70.60
02/28/2019	RICOH CORP	00440276	9026972508	Finance - Purchasing/Payroll	General Fund	70.60
02/28/2019	RICOH CORP	00440276	9026972508	Fire Admin	General Fund	208.21
02/28/2019	RICOH CORP	00440276	9026972508	Fire Annex	General Fund	226.16
02/28/2019	RICOH CORP	00440276	9026972508	Fire Court House	General Fund	284.79
02/28/2019	RICOH CORP	00440276	9026972508	Fire Court House	General Fund	141.21
02/28/2019	RICOH CORP	00440276	9026972508	Fire Training	General Fund	208.21
02/28/2019	RICOH CORP	00440276	9026972508	Fire Training	General Fund	141.21
02/28/2019	RICOH CORP	00440276	9026972508	FS#1	General Fund	41.88
02/28/2019	RICOH CORP	00440276	9026972508	FS#10	General Fund	41.88
02/28/2019	RICOH CORP	00440276	9026972508	FS#2	General Fund	41.88
02/28/2019	RICOH CORP	00440276	9026972508	FS#3	General Fund	41.88
02/28/2019	RICOH CORP	00440276	9026972508	FS#4	General Fund	41.88
02/28/2019	RICOH CORP	00440276	9026972508	FS#5	General Fund	41.88
02/28/2019	RICOH CORP	00440276	9026972508	FS#6	General Fund	41.88
02/28/2019	RICOH CORP	00440276	9026972508	FS#7	General Fund	41.88
02/28/2019	RICOH CORP	00440276	9026972508	FS#8	General Fund	41.88
02/28/2019	RICOH CORP	00440276	9026972508	FS#9	General Fund	41.88
02/28/2019	RICOH CORP	00440276	9026972508	HR - benefits	General Fund	142.40
02/28/2019	RICOH CORP	00440276	9026972508	HR - recruitment	General Fund	142.41
02/28/2019	RICOH CORP	00440276	9026972508	HR admin	General Fund	71.80
02/28/2019	RICOH CORP	00440276	9026972508	IT Admin	General Fund	141.21
02/28/2019	RICOH CORP	00440276	9026972508	IT Admin	General Fund	141.21
02/28/2019	RICOH CORP	00440276	9026972508	IT DATA CENTER	General Fund	65.80
02/28/2019	RICOH CORP	00440276	9026972508	Library - Northside	General Fund	141.21
02/28/2019	RICOH CORP	00440276	9026972508	Library Central Park	General Fund	208.21
02/28/2019	RICOH CORP	00440276	9026972508	Library Central Park	General Fund	226.16
02/28/2019	RICOH CORP	00440276	9026972508	Library Central Park	General Fund	226.16

02/28/2019	RICOH CORP	00440276	9026972508	Library Central Read Santa Cla	General Fund	65.81
02/28/2019	RICOH CORP	00440276	9026972508	Library Mission	General Fund	123.17
02/28/2019	RICOH CORP	00440276	9026972508	Library Mission	General Fund	123.17
02/28/2019	RICOH CORP	00440276	9026972508	Library Mission	General Fund	123.17
02/28/2019	RICOH CORP	00440276	9026972508	Library Mission	General Fund	123.17
02/28/2019	RICOH CORP	00440276	9026972508	Mayor Council Offices	General Fund	141.21
02/28/2019	RICOH CORP	00440276	9026972508	Parks Rec - Svc Ctr Admin	General Fund	141.21
02/28/2019	RICOH CORP	00440276	9026972508	Parks Rec - Svc Ctr Admin	General Fund	41.88
02/28/2019	RICOH CORP	00440276	9026972508	Parks Rec Admin	General Fund	226.16
02/28/2019	RICOH CORP	00440276	9026972508	Parks Rec Cemetary	General Fund	77.78
02/28/2019	RICOH CORP	00440276	9026972508	Parks Rec Community Ctr	General Fund	172.32
02/28/2019	RICOH CORP	00440276	9026972508	Parks Rec Community Ctr	General Fund	226.16
02/28/2019	RICOH CORP	00440276	9026972508	Parks Rec Senior Ctr	General Fund	381.72
02/28/2019	RICOH CORP	00440276	9026972508	Parks Rec Senior Ctr	General Fund	172.32
02/28/2019	RICOH CORP	00440276	9026972508	Parks Rec Teen Ctr	General Fund	141.21
02/28/2019	RICOH CORP	00440276	9026972508	Parks Rec -Youth Activity Ctr	General Fund	141.21
02/28/2019	RICOH CORP	00440276	9026972508	PD - Stadium Briefing Room	General Fund	77.78
02/28/2019	RICOH CORP	00440276	9026972508	PD - Stadium manager's office	General Fund	70.85
02/28/2019	RICOH CORP	00440276	9026972508	Police Admin	General Fund	226.16
02/28/2019	RICOH CORP	00440276	9026972508	Police Admin	General Fund	226.16
02/28/2019	RICOH CORP	00440276	9026972508	Police Detective	General Fund	141.21
02/28/2019	RICOH CORP	00440276	9026972508	Police Detective	General Fund	141.21
02/28/2019	RICOH CORP	00440276	9026972508	Police Dispatch	General Fund	208.21
02/28/2019	RICOH CORP	00440276	9026972508	POLICE EVIDENCE	General Fund	41.88
02/28/2019	RICOH CORP	00440276	9026972508	Police motorcycle garage	General Fund	41.88
02/28/2019	RICOH CORP	00440276	9026972508	Police nuisance suppression	General Fund	77.78
02/28/2019	RICOH CORP	00440276	9026972508	Police PAL	General Fund	141.21
02/28/2019	RICOH CORP	00440276	9026972508	Police Patrol	General Fund	226.16
02/28/2019	RICOH CORP	00440276	9026972508	Police Records - back	General Fund	381.72
02/28/2019	RICOH CORP	00440276	9026972508	Police records - front	General Fund	184.29

02/28/2019	RICOH CORP	00440276	9026972508	Police Report Writing	General Fund	137.60
02/28/2019	RICOH CORP	00440276	9026972508	Police special operation Room	General Fund	141.21
02/28/2019	RICOH CORP	00440276	9026972508	Police Substn	General Fund	137.60
02/28/2019	RICOH CORP	00440276	9026972508	Police training room	General Fund	41.88
02/28/2019	RICOH CORP	00440276	9026972508	Public Works	General Fund	141.21
02/28/2019	RICOH CORP	00440276	9026972508	Public Works - Court House	General Fund	141.21
02/28/2019	RICOH CORP	00440276	9026972508	Public Works Bldg Maint	General Fund	65.81
02/28/2019	RICOH CORP	00440276	9026972508	Public Works Bldg Maint	General Fund	77.78
02/28/2019	RICOH CORP	00440276	9026972508	Public Works Bldg Maint	General Fund	141.21
02/28/2019	RICOH CORP	00440276	9026972508	Public Works Engineering	General Fund	440.36
02/28/2019	RICOH CORP	00440276	9026972508	Purchasing Whse	General Fund	141.21
02/28/2019	RICOH CORP	00440276	9026972508	Street Automotive	Automotive Services	137.60
02/28/2019	RICOH CORP	00440276	9026972508	Street Repairs	General Fund	226.16
02/28/2019	RICOH CORP	00440276	9026972508	Street Sign Shop	General Fund	41.88
02/28/2019	RICOH CORP	00440276	9026972508	SVP	Electric Utility	141.21
02/28/2019	RICOH CORP	00440276	9026972508	SVP	Electric Utility	141.21
02/28/2019	RICOH CORP	00440276	9026972508	SVP - trading room	Electric Utility	226.16
02/28/2019	RICOH CORP	00440276	9026972508	SVP Fiber Optics Group	Electric Utility	141.21
02/28/2019	RICOH CORP	00440276	9026972508	SVP - In Trading Room	Electric Utility	141.21
02/28/2019	RICOH CORP	00440276	9026972508	SVP - IT support	Electric Utility	270.44
02/28/2019	RICOH CORP	00440276	9026972508	SVP - Marketing	Elec OperatingGrant Trust Fund	381.72
02/28/2019	RICOH CORP	00440276	9026972508	SVP - Resources	Elec OperatingGrant Trust Fund	226.16
02/28/2019	RICOH CORP	00440276	9026972508	SVP - Yard	Electric Utility	226.16
02/28/2019	RICOH CORP	00440276	9026972508	SVP Cogent Power Stn	Electric Utility	77.78
02/28/2019	RICOH CORP	00440276	9026972508	SVP Control Room	Electric Utility	141.21
02/28/2019	RICOH CORP	00440276	9026972508	SVP Electric	Electric Utility	495.30
02/28/2019	RICOH CORP	00440276	9026972508	SVP Power Plant	Electric Utility	226.16
02/28/2019	RICOH CORP	00440276	9026972508	SVP-OVERHEAD DIV	Electric Utility	226.16
02/28/2019	RICOH CORP	00440276	9026972508	Water Corp Yard	Water Utility	70.60

02/28/2019	RICOH CORP	00440276	9026972508	Water Corp Yard	Sewer Utility	70.60
02/28/2019	RICOH CORP	00440276	9026972508	Water Sewer	Water Utility	152.70
02/28/2019	RICOH CORP	00440276	9026972508	Water Sewer	Sewer Utility	114.52
02/28/2019	RICOH CORP	00440276	9026972508	Water Sewer	General Fund	114.50
02/28/2019	RICOH CORP	00440276	9026972508	Water Sewer - Compliance Trail	Water Utility	141.21
02/28/2019	RICOH CORP	00440276	9026972508	PD - Stadium manager's office	General Fund	1.97
02/28/2019	RICOH CORP	00440276	9026972508	FIRE PREV / HAZMAT wide format	General Fund	315.00
02/28/2019	RICOH CORP	00440276	9026972508	FIRE - EOC	General Fund	20.36
02/28/2019	RICOH CORP	00440304	9027094895	City Attorney	General Fund	226.09
02/28/2019	RICOH CORP	00440304	9027094895	City Clerks	General Fund	226.09
02/28/2019	RICOH CORP	00440304	9027094895	City Clerks	General Fund	339.83
02/28/2019	RICOH CORP	00440304	9027094895	City Mgr	General Fund	222.57
02/28/2019	RICOH CORP	00440304	9027094895	City Mgr - lower	General Fund	360.79
02/28/2019	RICOH CORP	00440304	9027094895	City Mgr - lower	General Fund	360.79
02/28/2019	RICOH CORP	00440304	9027094895	City Mgr - Communication	General Fund	141.20
02/28/2019	RICOH CORP	00440304	9027094895	Comm Dev CDD - HCS	General Fund	226.15
02/28/2019	RICOH CORP	00440304	9027094895	Comm Dev CDD - Planning	General Fund	353.82
02/28/2019	RICOH CORP	00440304	9027094895	Comm Dev CDD - Planning Inspec	General Fund	284.78
02/28/2019	RICOH CORP	00440304	9027094895	Comm Dev CDD - Planning Permit	General Fund	208.20
02/28/2019	RICOH CORP	00440304	9027094895	Finance - ACCT	General Fund	208.20
02/28/2019	RICOH CORP	00440304	9027094895	Finance - Muni	General Fund	190.85
02/28/2019	RICOH CORP	00440304	9027094895	Finance - Muni	General Fund	190.86
02/28/2019	RICOH CORP	00440304	9027094895	Finance - Purchasing/Payroll	General Fund	70.60
02/28/2019	RICOH CORP	00440304	9027094895	Finance - Purchasing/Payroll	General Fund	70.60
02/28/2019	RICOH CORP	00440304	9027094895	Fire Admin	General Fund	208.20
02/28/2019	RICOH CORP	00440304	9027094895	Fire Annex	General Fund	226.15
02/28/2019	RICOH CORP	00440304	9027094895	Fire Court House	General Fund	284.78
02/28/2019	RICOH CORP	00440304	9027094895	Fire Court House	General Fund	141.20
02/28/2019	RICOH CORP	00440304	9027094895	Fire Training	General Fund	208.20
02/28/2019	RICOH CORP	00440304	9027094895	Fire Training	General Fund	141.20



02/28/2019	RICOH CORP	00440304	9027094895	FS#1	General Fund	41.88
02/28/2019	RICOH CORP	00440304	9027094895	FS#10	General Fund	41.88
02/28/2019	RICOH CORP	00440304	9027094895	FS#2	General Fund	41.88
02/28/2019	RICOH CORP	00440304	9027094895	FS#3	General Fund	41.88
02/28/2019	RICOH CORP	00440304	9027094895	FS#4	General Fund	41.88
02/28/2019	RICOH CORP	00440304	9027094895	FS#5	General Fund	41.88
02/28/2019	RICOH CORP	00440304	9027094895	FS#6	General Fund	41.88
02/28/2019	RICOH CORP	00440304	9027094895	FS#7	General Fund	41.88
02/28/2019	RICOH CORP	00440304	9027094895	FS#8	General Fund	41.88
02/28/2019	RICOH CORP	00440304	9027094895	FS#9	General Fund	41.88
02/28/2019	RICOH CORP	00440304	9027094895	HR - benefits	General Fund	142.39
02/28/2019	RICOH CORP	00440304	9027094895	HR - recruitment	General Fund	142.40
02/28/2019	RICOH CORP	00440304	9027094895	HR admin	General Fund	71.80
02/28/2019	RICOH CORP	00440304	9027094895	IT Admin	General Fund	141.20
02/28/2019	RICOH CORP	00440304	9027094895	IT Admin	General Fund	141.20
02/28/2019	RICOH CORP	00440304	9027094895	IT DATA CENTER	General Fund	65.80
02/28/2019	RICOH CORP	00440304	9027094895	Library - Northside	General Fund	141.20
02/28/2019	RICOH CORP	00440304	9027094895	Library Central Park	General Fund	208.20
02/28/2019	RICOH CORP	00440304	9027094895	Library Central Park	General Fund	226.15
02/28/2019	RICOH CORP	00440304	9027094895	Library Central Park	General Fund	226.15
02/28/2019	RICOH CORP	00440304	9027094895	Library Central Read Santa Cla	General Fund	65.81
02/28/2019	RICOH CORP	00440304	9027094895	Library Mission	General Fund	123.17
02/28/2019	RICOH CORP	00440304	9027094895	Mayor Council Offices	General Fund	141.20
02/28/2019	RICOH CORP	00440304	9027094895	Parks Rec - Svc Ctr Admin	General Fund	141.20
02/28/2019	RICOH CORP	00440304	9027094895	Parks Rec - Svc Ctr Admin	General Fund	41.88
02/28/2019	RICOH CORP	00440304	9027094895	Parks Rec Admin	General Fund	226.15
02/28/2019	RICOH CORP	00440304	9027094895	Parks Rec Cemetary	General Fund	77.78
02/28/2019	RICOH CORP	00440304	9027094895	Parks Rec Community Ctr	General Fund	172.31
02/28/2019	RICOH CORP	00440304	9027094895	Parks Rec Community Ctr	General Fund	226.15
02/28/2019	RICOH CORP	00440304	9027094895	Parks Rec Senior Ctr	General Fund	381.71

02/28/2019	RICOH CORP	00440304	9027094895	Parks Rec Senior Ctr	General Fund	172.31
02/28/2019	RICOH CORP	00440304	9027094895	Parks Rec Teen Ctr	General Fund	141.20
02/28/2019	RICOH CORP	00440304	9027094895	Parks Rec -Youth Activity Ctr	General Fund	141.20
02/28/2019	RICOH CORP	00440304	9027094895	PD - Stadium Briefing Room	General Fund	77.78
02/28/2019	RICOH CORP	00440304	9027094895	PD - Stadium manager's office	General Fund	70.85
02/28/2019	RICOH CORP	00440304	9027094895	Police Admin	General Fund	226.15
02/28/2019	RICOH CORP	00440304	9027094895	Police Admin	General Fund	226.15
02/28/2019	RICOH CORP	00440304	9027094895	Police Detective	General Fund	141.20
02/28/2019	RICOH CORP	00440304	9027094895	Police Detective	General Fund	141.20
02/28/2019	RICOH CORP	00440304	9027094895	Police Dispatch	General Fund	208.20
02/28/2019	RICOH CORP	00440304	9027094895	POLICE EVIDENCE	General Fund	41.88
02/28/2019	RICOH CORP	00440304	9027094895	Police motorcycle garage	General Fund	41.88
02/28/2019	RICOH CORP	00440304	9027094895	Police nuisance suppression	General Fund	77.78
02/28/2019	RICOH CORP	00440304	9027094895	Police PAL	General Fund	141.20
02/28/2019	RICOH CORP	00440304	9027094895	Police Patrol	General Fund	226.15
02/28/2019	RICOH CORP	00440304	9027094895	Police Records - back	General Fund	381.71
02/28/2019	RICOH CORP	00440304	9027094895	Police records - front	General Fund	184.28
02/28/2019	RICOH CORP	00440304	9027094895	Police Report Writing	General Fund	137.60
02/28/2019	RICOH CORP	00440304	9027094895	Police special operation Room	General Fund	141.20
02/28/2019	RICOH CORP	00440304	9027094895	Police Substn	General Fund	137.60
02/28/2019	RICOH CORP	00440304	9027094895	Police training room	General Fund	41.88
02/28/2019	RICOH CORP	00440304	9027094895	Public Works	General Fund	141.20
02/28/2019	RICOH CORP	00440304	9027094895	Public Works - Court House	General Fund	141.20
02/28/2019	RICOH CORP	00440304	9027094895	Public Works Bldg Maint	General Fund	65.81
02/28/2019	RICOH CORP	00440304	9027094895	Public Works Bldg Maint	General Fund	77.78
02/28/2019	RICOH CORP	00440304	9027094895	Public Works Bldg Maint	General Fund	141.20
02/28/2019	RICOH CORP	00440304	9027094895	Public Works Engineering	General Fund	440.34
02/28/2019	RICOH CORP	00440304	9027094895	Purchasing Whse	General Fund	141.20
02/28/2019	RICOH CORP	00440304	9027094895	Street Automotive	Automotive Services	137.60
02/28/2019	RICOH CORP	00440304	9027094895	Street Repairs	General Fund	226.15

02/28/2019	RICOH CORP	00440304	9027094895	Street Sign Shop	General Fund	41.88
02/28/2019	RICOH CORP	00440304	9027094895	SVP	Electric Utility	141.20
02/28/2019	RICOH CORP	00440304	9027094895	SVP	Electric Utility	141.20
02/28/2019	RICOH CORP	00440304	9027094895	SVP - trading room	Electric Utility	226.15
02/28/2019	RICOH CORP	00440304	9027094895	SVP Fiber Optics Group	Electric Utility	141.20
02/28/2019	RICOH CORP	00440304	9027094895	SVP - In Trading Room	Electric Utility	141.20
02/28/2019	RICOH CORP	00440304	9027094895	SVP - IT support	Electric Utility	270.43
02/28/2019	RICOH CORP	00440304	9027094895	SVP - Marketing	Elec OperatingGrant Trust Fund	381.71
02/28/2019	RICOH CORP	00440304	9027094895	SVP - Resources	Elec OperatingGrant Trust Fund	226.15
02/28/2019	RICOH CORP	00440304	9027094895	SVP - Yard	Electric Utility	226.15
02/28/2019	RICOH CORP	00440304	9027094895	SVP Cogent Power Stn	Electric Utility	77.78
02/28/2019	RICOH CORP	00440304	9027094895	SVP Control Room	Electric Utility	141.20
02/28/2019	RICOH CORP	00440304	9027094895	SVP Electric	Electric Utility	495.46
02/28/2019	RICOH CORP	00440304	9027094895	SVP Power Plant	Electric Utility	226.15
02/28/2019	RICOH CORP	00440304	9027094895	SVP-OVERHEAD DIV	Electric Utility	226.15
02/28/2019	RICOH CORP	00440304	9027094895	Water Corp Yard	Water Utility	70.60
02/28/2019	RICOH CORP	00440304	9027094895	Water Corp Yard	Sewer Utility	70.60
02/28/2019	RICOH CORP	00440304	9027094895	Water Sewer	Water Utility	152.69
02/28/2019	RICOH CORP	00440304	9027094895	Water Sewer	Sewer Utility	114.52
02/28/2019	RICOH CORP	00440304	9027094895	Water Sewer	General Fund	114.50
02/28/2019	RICOH CORP	00440304	9027094895	Water Sewer - Compliance Trail	Water Utility	141.20
02/28/2019	RICOH CORP	00440304	9027094895	City Attorney	General Fund	226.15
02/28/2019	RICOH CORP	00440304	9027094895	City Clerks	General Fund	226.15
02/28/2019	RICOH CORP	00440304	9027094895	City Clerks	General Fund	339.83
02/28/2019	RICOH CORP	00440304	9027094895	City Mgr	General Fund	222.57
02/28/2019	RICOH CORP	00440304	9027094895	City Mgr - lower	General Fund	360.79
02/28/2019	RICOH CORP	00440304	9027094895	City Mgr - Communication	General Fund	141.20
02/28/2019	RICOH CORP	00440304	9027094895	Comm Dev CDD - HCS	General Fund	226.15
02/28/2019	RICOH CORP	00440304	9027094895	Comm Dev CDD - Planning	General Fund	353.82

02/28/2019	RICOH CORP	00440304	9027094895	Comm Dev CDD - Planning Inspec	General Fund	284.78
02/28/2019	RICOH CORP	00440304	9027094895	Comm Dev CDD - Planning Permit	General Fund	208.20
02/28/2019	RICOH CORP	00440304	9027094895	Finance - ACCT	General Fund	208.20
02/28/2019	RICOH CORP	00440304	9027094895	Finance - Muni	General Fund	190.85
02/28/2019	RICOH CORP	00440304	9027094895	Finance - Muni	General Fund	190.86
02/28/2019	RICOH CORP	00440304	9027094895	Finance - Purchasing/Payroll	General Fund	70.60
02/28/2019	RICOH CORP	00440304	9027094895	Finance - Purchasing/Payroll	General Fund	70.60
02/28/2019	RICOH CORP	00440304	9027094895	Fire Admin	General Fund	208.20
02/28/2019	RICOH CORP	00440304	9027094895	Fire Annex	General Fund	226.15
02/28/2019	RICOH CORP	00440304	9027094895	Fire Court House	General Fund	284.78
02/28/2019	RICOH CORP	00440304	9027094895	Fire Court House	General Fund	141.20
02/28/2019	RICOH CORP	00440304	9027094895	Fire Training	General Fund	208.20
02/28/2019	RICOH CORP	00440304	9027094895	Fire Training	General Fund	141.20
02/28/2019	RICOH CORP	00440304	9027094895	FS#1	General Fund	41.88
02/28/2019	RICOH CORP	00440304	9027094895	FS#10	General Fund	41.88
02/28/2019	RICOH CORP	00440304	9027094895	FS#2	General Fund	41.88
02/28/2019	RICOH CORP	00440304	9027094895	FS#3	General Fund	41.88
02/28/2019	RICOH CORP	00440304	9027094895	FS#4	General Fund	41.88
02/28/2019	RICOH CORP	00440304	9027094895	FS#5	General Fund	41.88
02/28/2019	RICOH CORP	00440304	9027094895	FS#6	General Fund	41.88
02/28/2019	RICOH CORP	00440304	9027094895	FS#7	General Fund	41.88
02/28/2019	RICOH CORP	00440304	9027094895	FS#8	General Fund	41.88
02/28/2019	RICOH CORP	00440304	9027094895	FS#9	General Fund	41.88
02/28/2019	RICOH CORP	00440304	9027094895	HR - benefits	General Fund	142.39
02/28/2019	RICOH CORP	00440304	9027094895	HR - recruitment	General Fund	142.40
02/28/2019	RICOH CORP	00440304	9027094895	HR admin	General Fund	71.80
02/28/2019	RICOH CORP	00440304	9027094895	IT Admin	General Fund	141.20
02/28/2019	RICOH CORP	00440304	9027094895	IT Admin	General Fund	141.20
02/28/2019	RICOH CORP	00440304	9027094895	IT DATA CENTER	General Fund	65.80
02/28/2019	RICOH CORP	00440304	9027094895	Library - Northside	General Fund	141.20

02/28/2019	RICOH CORP	00440304	9027094895	Library Central Park	General Fund	208.20
02/28/2019	RICOH CORP	00440304	9027094895	Library Central Park	General Fund	226.15
02/28/2019	RICOH CORP	00440304	9027094895	Library Central Park	General Fund	226.15
02/28/2019	RICOH CORP	00440304	9027094895	Library Central Read Santa Cla	General Fund	65.81
02/28/2019	RICOH CORP	00440304	9027094895	Library Mission	General Fund	123.17
02/28/2019	RICOH CORP	00440304	9027094895	Mayor Council Offices	General Fund	141.20
02/28/2019	RICOH CORP	00440304	9027094895	Parks Rec - Svc Ctr Admin	General Fund	141.20
02/28/2019	RICOH CORP	00440304	9027094895	Parks Rec - Svc Ctr Admin	General Fund	41.88
02/28/2019	RICOH CORP	00440304	9027094895	Parks Rec Admin	General Fund	226.15
02/28/2019	RICOH CORP	00440304	9027094895	Parks Rec Cemetary	General Fund	77.78
02/28/2019	RICOH CORP	00440304	9027094895	Parks Rec Community Ctr	General Fund	172.31
02/28/2019	RICOH CORP	00440304	9027094895	Parks Rec Community Ctr	General Fund	226.15
02/28/2019	RICOH CORP	00440304	9027094895	Parks Rec Senior Ctr	General Fund	381.71
02/28/2019	RICOH CORP	00440304	9027094895	Parks Rec Senior Ctr	General Fund	172.31
02/28/2019	RICOH CORP	00440304	9027094895	Parks Rec Teen Ctr	General Fund	141.20
02/28/2019	RICOH CORP	00440304	9027094895	Parks Rec -Youth Activity Ctr	General Fund	141.20
02/28/2019	RICOH CORP	00440304	9027094895	PD - Stadium Briefing Room	General Fund	77.78
02/28/2019	RICOH CORP	00440304	9027094895	PD - Stadium manager's office	General Fund	70.85
02/28/2019	RICOH CORP	00440304	9027094895	Police Admin	General Fund	226.15
02/28/2019	RICOH CORP	00440304	9027094895	Police Admin	General Fund	226.15
02/28/2019	RICOH CORP	00440304	9027094895	Police Detective	General Fund	141.20
02/28/2019	RICOH CORP	00440304	9027094895	Police Detective	General Fund	141.20
02/28/2019	RICOH CORP	00440304	9027094895	Police Dispatch	General Fund	208.20
02/28/2019	RICOH CORP	00440304	9027094895	POLICE EVIDENCE	General Fund	41.88
02/28/2019	RICOH CORP	00440304	9027094895	Police motorcycle garage	General Fund	41.88
02/28/2019	RICOH CORP	00440304	9027094895	Police nuisance suppression	General Fund	77.78
02/28/2019	RICOH CORP	00440304	9027094895	Police PAL	General Fund	141.20
02/28/2019	RICOH CORP	00440304	9027094895	Police Patrol	General Fund	226.15
02/28/2019	RICOH CORP	00440304	9027094895	Police Records - back	General Fund	381.71
02/28/2019	RICOH CORP	00440304	9027094895	Police records - front	General Fund	184.28

02/28/2019	RICOH CORP	00440304	9027094895	Police Report Writing	General Fund	137.60
02/28/2019	RICOH CORP	00440304	9027094895	Police special operation Room	General Fund	141.20
02/28/2019	RICOH CORP	00440304	9027094895	Police Substn	General Fund	137.60
02/28/2019	RICOH CORP	00440304	9027094895	Police training room	General Fund	41.88
02/28/2019	RICOH CORP	00440304	9027094895	Public Works	General Fund	141.20
02/28/2019	RICOH CORP	00440304	9027094895	Public Works - Court House	General Fund	141.20
02/28/2019	RICOH CORP	00440304	9027094895	Public Works Bldg Maint	General Fund	65.81
02/28/2019	RICOH CORP	00440304	9027094895	Public Works Bldg Maint	General Fund	77.78
02/28/2019	RICOH CORP	00440304	9027094895	Public Works Bldg Maint	General Fund	141.20
02/28/2019	RICOH CORP	00440304	9027094895	Public Works Engineering	General Fund	440.34
02/28/2019	RICOH CORP	00440304	9027094895	Purchasing Whse	General Fund	141.20
02/28/2019	RICOH CORP	00440304	9027094895	Street Automotive	Automotive Services	137.60
02/28/2019	RICOH CORP	00440304	9027094895	Street Repairs	General Fund	226.15
02/28/2019	RICOH CORP	00440304	9027094895	Street Sign Shop	General Fund	41.88
02/28/2019	RICOH CORP	00440304	9027094895	SVP	Electric Utility	141.20
02/28/2019	RICOH CORP	00440304	9027094895	SVP	Electric Utility	141.20
02/28/2019	RICOH CORP	00440304	9027094895	SVP - trading room	Electric Utility	226.15
02/28/2019	RICOH CORP	00440304	9027094895	SVP Fiber Optics Group	Electric Utility	141.20
02/28/2019	RICOH CORP	00440304	9027094895	SVP - In Trading Room	Electric Utility	141.20
02/28/2019	RICOH CORP	00440304	9027094895	SVP - IT support	Electric Utility	270.43
02/28/2019	RICOH CORP	00440304	9027094895	SVP - Marketing	Elec OperatingGrant Trust Fund	381.71
02/28/2019	RICOH CORP	00440304	9027094895	SVP - Resources	Elec OperatingGrant Trust Fund	226.15
02/28/2019	RICOH CORP	00440304	9027094895	SVP - Yard	Electric Utility	226.15
02/28/2019	RICOH CORP	00440304	9027094895	SVP Cogent Power Stn	Electric Utility	77.78
02/28/2019	RICOH CORP	00440304	9027094895	SVP Control Room	Electric Utility	141.20
02/28/2019	RICOH CORP	00440304	9027094895	SVP Electric	Electric Utility	495.36
02/28/2019	RICOH CORP	00440304	9027094895	SVP Power Plant	Electric Utility	226.15
02/28/2019	RICOH CORP	00440304	9027094895	SVP-OVERHEAD DIV	Electric Utility	226.15
02/28/2019	RICOH CORP	00440304	9027094895	Water Corp Yard	Water Utility	70.60

02/28/2019	RICOH CORP	00440304	9027094895	Water Corp Yard	Sewer Utility	70.60
02/28/2019	RICOH CORP	00440304	9027094895	Water Sewer	Water Utility	152.69
02/28/2019	RICOH CORP	00440304	9027094895	Water Sewer	Sewer Utility	114.52
02/28/2019	RICOH CORP	00440304	9027094895	Water Sewer	General Fund	114.50
02/28/2019	RICOH CORP	00440304	9027094895	Water Sewer - Compliance Trail	Water Utility	141.20
02/28/2019	RICOH CORP	00440304	9027094895	PD - Stadium manager's office	General Fund	5.19
02/28/2019	RICOH CORP	00440304	9027094895	Fire	General Fund	144.97
02/28/2019	RICOH CORP	00440304	9027094895	Police	General Fund	45.00
				Total for Payment No.:		50,338.66

**Payment No: 011547**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	RODNEY C PEOPLES	00439812	R190201	Landfill Gas Collection	Solid Waste Utility-Constructi	12,346.43
				Total for Payment No.:		12,346.43

**Payment No: 011548**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	SBW CONSULTING INC	00439751	SVP05-19-01	COMPR AIR MGMT 17-1 JAN19	Elec OperatingGrant Trust Fund	4,884.75
				Total for Payment No.:		4,884.75

**Payment No: 011549**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	SC FUELS	00440020	3848315	UNLEADED FUEL	Automotive Services	18,746.35
				Total for Payment No.:		18,746.35

**Payment No: 011550**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	SUPPLYWORKS	00439880	477145890	FACILITIES SUPPLIES	General Fund	29.80

02/28/2019	SUPPLYWORKS	00439883	477211403	FACILITIES SUPPLIES	General Fund	401.13
				Total for Payment No.:		430.93

**Payment No: 011551**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	SUPPLYWORKS	00440083	475351417	SCOTT MULTI	General Fund	3,345.73
02/28/2019	SUPPLYWORKS	00440084	475339230	FOAMY Q&A	General Fund	101.33
02/28/2019	SUPPLYWORKS	00440086	476442587	SCOTT HI-CAP	General Fund	641.31
02/28/2019	SUPPLYWORKS	00440087	476667241	MARSHAL CLASSIC	General Fund	556.10
02/28/2019	SUPPLYWORKS	00440444	476942941	PAINT, SPRAY SAFETY GREEN AERV	Electric Utility	26.03
02/28/2019	SUPPLYWORKS	00440444	476942941	PAINT, SPRAY, SAFETY RED AERVO	Electric Utility	52.06
				Total for Payment No.:		4,722.56

**Payment No: 011552**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	SUSAN SOLEDAD ROBLEDO	00429302	PRCK#56941	REPLACE PR CK#56941 9/20/13	Payroll Liability&ClearingAcct	85.76
				Total for Payment No.:		85.76

**Payment No: 011553**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	TECHNOLOGY, ENGINEERING & CONSTRUCTION	00440400	196017	2 HRS LABOR FUEL ISLAND	Automotive Services	150.00
02/28/2019	TECHNOLOGY, ENGINEERING & CONSTRUCTION	00440401	196257	JAN-FEB INSPECTIONS (10)	Automotive Services	750.00
				Total for Payment No.:		900.00

**Payment No: 011554**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	TENNYSON ELECTRIC INC	00440569	1180575	AGREEMENT FOR PRUNERIDGE AVE A	Streets And Highways	3,600.00



02/28/2019	TENNYSON ELECTRIC INC	00440569	1180575	10% CONTINGENCY.	Streets And Highways	22,186.66
02/28/2019	TENNYSON ELECTRIC INC	00440569	1180575	RETENTION	Streets And Highways	-1,289.33
				Total for Payment No.:		24,497.33

**Payment No: 011555**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	THE GOODYEAR TIRE & RUBBER COMPANY	00439969	189-1100600	10 TIRES STOCK	Automotive Services	1,078.66
02/28/2019	THE GOODYEAR TIRE & RUBBER COMPANY	00439969	189-1100600	CALIF WASTE TIRE FEE	Automotive Services	19.10
				Total for Payment No.:		1,097.76

**Payment No: 011556**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	TONY JANOVICH	00440505	15650-15656	CONTRACTOR PAYMENT FOR CLASSES	General Fund	2,304.15
				Total for Payment No.:		2,304.15

**Payment No: 011557**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	UNIQUE MGMT SERVICES INC	00439878	494792	COLLECTIONS	General Fund	492.25
				Total for Payment No.:		492.25

**Payment No: 011558**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	US BANK NATIONAL ASSOCIATION	00440346	EO&M000270319	CVP O&M FUNDING #5 FY2020	Electric Utility	230,761.00
				Total for Payment No.:		230,761.00

**Payment No: 011559**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	WESTERN PACIFIC CRANE & EQUIPMENT LLC	00440409	J02059	TAXABLE PARTS #3282	Automotive Services	363.08
02/28/2019	WESTERN PACIFIC CRANE & EQUIPMENT LLC	00440409	J02059	LABOR #3282	Automotive Services	975.00
				Total for Payment No.:		1,338.08

**Payment No: 011560**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	WILLDAN FINANCIAL SERVICES	00440359	010-40532	Impact Fee Study Update	Parks And Recreation	3,030.00
				Total for Payment No.:		3,030.00
				Overall Total		1,566,047.87



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

Run Date 2/26/2019  
Run Time 11:14:13 AM

Sorted by Payment Number

**Payment No: 631613**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	ANTHONY LAYTON	00440235	01581FEB2019	Motor Gloves Reimbursement	General Fund	76.42
				Total for Payment No.:		76.42

**Payment No: 631614**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	AUSTIN LIN	00440177	12752FEB2019	SULZER MSD TRANING 12/3-12/6	Electric Utility	1,148.60
				Total for Payment No.:		1,148.60

**Payment No: 631615**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	BALCH PETROLEUM	00440570	1774-6R	10% CONTINGENCY.	Public Buildings	7,906.00
02/28/2019	BALCH PETROLEUM	00440570	1774-6R	RETENTION	Public Buildings	-395.30
				Total for Payment No.:		7,510.70

**Payment No: 631616**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	BILL LUTZ	00440467	18432FEB2019	CRIA CONFERENCE VEGAS	General Fund	232.23
				Total for Payment No.:		232.23

**Payment No: 631617**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	BRECHT FRANCOIS	00418162	27541-21 Utility Refund	UTILITY REFUND	General Fund	275.77

Total for Payment No.: 275.77

**Payment No: 631618**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	BROCELIANDE	00440113	27373FEB2019	FRIDAY NIGHT LIVE PERFORM 3/1	General Fund	525.00
Total for Payment No.:						525.00

**Payment No: 631619**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	CHEYNA HERESA	00440247	31995FEB2019	EXP ELEC UTIL IND OVR ROSEVILL	Electric Utility	399.72
Total for Payment No.:						399.72

**Payment No: 631620**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	EJIGAYEHU AT LAW	00430551	21854-07 Utility Refund	UTILITY REFUND	General Fund	72.55
Total for Payment No.:						72.55

**Payment No: 631621**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	GE SUPPLY	00440256	3233FEB2019	REGISTRATION FEE A. AGATEP	Electric Utility	3,100.00
02/28/2019	GE SUPPLY	00440256	3233FEB2019	REGISTRATION FEE K. PATEL	Electric Utility	3,100.00
Total for Payment No.:						6,200.00

**Payment No: 631622**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	GILL NORRIS	00440223	31574FEB2019	LASERFICHE CONFERENCE	General Fund	304.49
Total for Payment No.:						304.49

**Payment No: 631623**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	JAMIE ELLIS	00440602	18428FEB2019	DRUG ENDANGERED CHILDREN	General Fund	17.00
				Total for Payment No.:		17.00

**Payment No: 631624**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	JUSTIN WEBB	00440176	28584FEB2019	VALV TRIM/BODY MAINT. IA JAN19	Electric Utility	1,584.74
				Total for Payment No.:		1,584.74

**Payment No: 631625**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	MICHAEL ROBINSON	00440605	30278FEB2019	DRUG ENDANGERED CHILDREN	General Fund	17.00
				Total for Payment No.:		17.00

**Payment No: 631626**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	MIKE HORN	00440466	15075FEB2019	CRIA CONFERENCE VEGAS	General Fund	79.01
				Total for Payment No.:		79.01

**Payment No: 631627**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	PHIL ORR	00419707	2/22/2018-2/24/2018	REIMB. SAN LUIS OBISPO CAPC	Cemetery	422.68
				Total for Payment No.:		422.68

**Payment No: 631628**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	RANDY VAN DIEMEN	00440236	23950FEB2019	Uniform Pant Reimburse	General Fund	60.00

Total for Payment No.: 60.00

**Payment No: 631629**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	ROBERT J. PRITCHARD	00440088	2204FEB2019	CAISO WESTERN INTERCONNECT	Electric Utility	184.89
Total for Payment No.:						184.89

**Payment No: 631630**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	STEPHEN SELBERG	00440604	13802FEB2019	DRUG ENDANGERED CHILDREN	General Fund	17.00
Total for Payment No.:						17.00

**Payment No: 631631**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	STEVE HANCE	00440248	1232FEB2019	NCPA ANNUAL CONF. 9/25-9/28/18	Electric Utility	1,772.76
Total for Payment No.:						1,772.76

**Payment No: 631632**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	THE MECHANICS BANK	00440565	1772FEB2019	EXCROW AGREEMENT FOR THE REED	Parks And Recreation	19,001.50
Total for Payment No.:						19,001.50

**Payment No: 631633**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	TOM FARFAN	00440039	31963FEB2019	TOOL REIMBURSEMENT FY 18-19	Automotive Services	468.08
Total for Payment No.:						468.08

**Payment No: 631634**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	ALEXANDER KIRNBAUER	00440257	72504-08 Utility Refund	UTILITY REFUND	General Fund	81.64
				Total for Payment No.:		81.64

**Payment No: 631635**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	ARVIND CHAUDHARY	00440258	24698-17 Utility Refund	UTILITY REFUND	General Fund	57.07
				Total for Payment No.:		57.07

**Payment No: 631636**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	DEENA STEWARD	00440259	60953-17 Utility Refund	UTILITY REFUND	General Fund	13.67
				Total for Payment No.:		13.67

**Payment No: 631637**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	ERAN ASHKENAZI	00440260	10696-04 Utility Refund	UTILITY REFUND	General Fund	157.47
				Total for Payment No.:		157.47

**Payment No: 631638**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	FOUR RINGS WORKSHOP	00440261	17086-06 Utility Refund	UTILITY REFUND	General Fund	121.89
				Total for Payment No.:		121.89

**Payment No: 631639**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	GOLDEN BAY HEALTH CENTER LLC	00440262	28688-09 Utility Refund	UTILITY REFUND	General Fund	297.51
				Total for Payment No.:		297.51

**Payment No: 631640**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	JESUS ZERMENO-ARAIZA	00440264	30474-11 Utility Refund	UTILITY REFUND	General Fund	145.73
				Total for Payment No.:		145.73

**Payment No: 631641**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	JOHNSON, TIMOTHY	00440272	68392-17 Utility Refund	UTILITY REFUND	General Fund	196.39
				Total for Payment No.:		196.39

**Payment No: 631642**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	JOSEPH HUMPHREY	00440265	33920-01 Utility Refund	UTILITY REFUND	General Fund	47.37
				Total for Payment No.:		47.37

**Payment No: 631643**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	KOSTA, SHAKTI	00440270	78192-03 Utility Refund	UTILITY REFUND	General Fund	83.60
				Total for Payment No.:		83.60

**Payment No: 631644**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	MANISH UPADHYE	00440267	10211-07 Utility Refund	UTILITY REFUND	General Fund	57.82
				Total for Payment No.:		57.82

**Payment No: 631645**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	MICHAEL GRANT	00440268	75429-08 Utility Refund	UTILITY REFUND	General Fund	120.91



Total for Payment No.: 120.91

**Payment No: 631646**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	MICHAEL GRISE	00440269	13671-14 Utility Refund	UTILITY REFUND	General Fund	30.35
Total for Payment No.:						30.35

**Payment No: 631647**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	MORENO, LAURA	00440266	27792-05 Utility Refund	UTILITY REFUND	General Fund	40.42
Total for Payment No.:						40.42

**Payment No: 631648**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	POLLACK, JEFF	00440263	25668-15 Utility Refund	UTILITY REFUND	General Fund	56.76
Total for Payment No.:						56.76

**Payment No: 631649**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	SUSHIL POKHAREL	00440271	57922-21 Utility Refund	UTILITY REFUND	General Fund	238.10
Total for Payment No.:						238.10

**Payment No: 631650**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	YURIKA SAKAMOTO	00440273	46917-17 Utility Refund	UTILITY REFUND	General Fund	7.12
Total for Payment No.:						7.12

**Payment No: 631651**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	EL CAMINO ROOF SYSTEMS CO INC	00439910	11329	NEW ROOF-75%PAYMENT -HIDROGO	H.U.D Capital Projects	13,575.00
02/28/2019	EL CAMINO ROOF SYSTEMS CO INC	00439910	11329	HIDROGO - 10563	H.U.D Capital Projects	13,575.00
02/28/2019	EL CAMINO ROOF SYSTEMS CO INC	00439910	11329	HIDROGO - 10563	H.U.D Capital Projects	-13,575.00
02/28/2019	EL CAMINO ROOF SYSTEMS CO INC	00440430	11329A	FINAL CONTRACT PAYMENT-HIDROGO	H.U.D Capital Projects	4,523.00
02/28/2019	EL CAMINO ROOF SYSTEMS CO INC	00440430	11329A	HIDROGO - 10563	H.U.D Capital Projects	4,523.00
02/28/2019	EL CAMINO ROOF SYSTEMS CO INC	00440430	11329A	HIDROGO - 10563	H.U.D Capital Projects	-4,523.00
02/28/2019	EL CAMINO ROOF SYSTEMS CO INC	00440431	11347	C.O. 5DOWNSPOUTS - HIDROGO	H.U.D Capital Projects	325.00
02/28/2019	EL CAMINO ROOF SYSTEMS CO INC	00440431	11347	HIDROGO - 10563	H.U.D Capital Projects	325.00
02/28/2019	EL CAMINO ROOF SYSTEMS CO INC	00440431	11347	HIDROGO - 10563	H.U.D Capital Projects	-325.00
				Total for Payment No.:		18,423.00

**Payment No: 631652**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	CA DEPT OF CONSERVATION	00440465	508FEB2019	QUARTER ENDING 12/31/18	Deposit Funds.	192,718.29
				Total for Payment No.:		192,718.29

**Payment No: 631653**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	ABB INC	00440320	7104163390	(PART NO. 1KGT034400R0001) 520	Electric Utility Construction	270.00
02/28/2019	ABB INC	00440320	7104163390	(PART NO 1KGT033100R0002) 520A	Electric Utility Construction	215.00
02/28/2019	ABB INC	00440321	7104163388	(PART NO. 1KGT034400R0001) 520	Electric Utility Construction	276.00
02/28/2019	ABB INC	00440321	7104163388	(PART NO. 1KGT031500R0001) 520	Electric Utility Construction	276.00

02/28/2019	ABB INC	00440322	7104163389	(PART NO 1KGT028000R0035) 560C	Electric Utility Construction	1,300.00
Total for Payment No.:						2,337.00
<b>Payment No: 631654</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
02/28/2019	ABODE SERVICES	00440526	TBRA-11-2018	ABODE- HSCAG/SB341 TBRA FY18/1	Housing Successor	19,077.62
02/28/2019	ABODE SERVICES	00440526	TBRA-11-2018	ABODE- HOME TBRA FY18/19	H.U.D Capital Projects	40,649.50
Total for Payment No.:						59,727.12
<b>Payment No: 631655</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
02/28/2019	ACE PARKING MANAGEMENT INC	00440361	152957	CONVENTION CNT - 3077 - PARKIN	Convention Cnt Maintenance Dis	21,059.56
02/28/2019	ACE PARKING MANAGEMENT INC	00440361	152957	HOTEL - 3078 PARKING CONTROL F	Convention Cnt Maintenance Dis	2,846.47
02/28/2019	ACE PARKING MANAGEMENT INC	00440361	152957	TECH MART- 3079 PARKING CONTRO	Convention Cnt Maintenance Dis	2,846.47
Total for Payment No.:						26,752.50
<b>Payment No: 631656</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
02/28/2019	ADVANCED DATA PROCESSING, INC.	00440348	INVADPI28656	MILESTONE #5	General Fund	1,000.00
02/28/2019	ADVANCED DATA PROCESSING, INC.	00440348	INVADPI28656	MILESTONE #2	General Fund	1,000.00
02/28/2019	ADVANCED DATA PROCESSING, INC.	00440348	INVADPI28656	5 TRIPS @ \$26/PER TRIP	General Fund	130.00
Total for Payment No.:						2,130.00
<b>Payment No: 631657</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
02/28/2019	AIRGAS USA, LLC	00440181	9959690062	RENTAL CYLINDERS FOR DVR JAN19	Electric Utility	596.85

02/28/2019	AIRGAS USA, LLC	00440181	9959690062	HAZMAT CHARGE	Electric Utility	9.25
				Total for Payment No.:		606.10

**Payment No: 631658**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	ALSCO SAN JOSE	00440029	LSJO1096696	LINEN SERVICE - ST. 7	General Fund	267.30
02/28/2019	ALSCO SAN JOSE	00440334	LSJO1100769	LINEN SERVICE ST. 7	General Fund	275.40
02/28/2019	ALSCO SAN JOSE	00440335	LSJO1098352	LINEN SERVICE - ST. 10	General Fund	180.78
02/28/2019	ALSCO SAN JOSE	00440337	LSJO1094289	LINEN SERVICE - ST. 10	General Fund	175.47
02/28/2019	ALSCO SAN JOSE	00440338	LSJO1102381	LINEN SERVICE - ST. 10	General Fund	182.12
				Total for Payment No.:		1,081.07

**Payment No: 631659**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	AMERICAN LIBRARY ASSN	00439885	137FEB2019	ALA MEMBERSHIP RENEWAL	General Fund	220.00
				Total for Payment No.:		220.00

**Payment No: 631660**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	AMERICAN TEXTILE & SUPPLY INC	00440441	97978	RAGS, BLUE CREPED SONTARA, APP	Electric Utility	566.80
				Total for Payment No.:		566.80

**Payment No: 631661**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	ANIMAL DAMAGE MANAGEMENT	00440183	1580C	Landscape Rodent Control	General Fund	895.00
				Total for Payment No.:		895.00

**Payment No: 631662**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	ANIXTER INC.	00440362	4099303-02	BOLT - OVALEYE - 5/8IN X 6IN L	Electric Utility	487.23
02/28/2019	ANIXTER INC.	00440363	4099303-01	ATTACHMENT - GUY, FOR 5/8IN OR	Electric Utility	510.12
02/28/2019	ANIXTER INC.	00440364	4094553-00	MARKER, LETTER, L, 2-7/8INX1-3	Electric Utility	163.50
02/28/2019	ANIXTER INC.	00440364	4094553-00	MARKER, LETTER, M, 2-7/8INX1-3	Electric Utility	163.50
02/28/2019	ANIXTER INC.	00440364	4094553-00	MARKER, LETTER, N, 2-7/8INX1-3	Electric Utility	163.50
02/28/2019	ANIXTER INC.	00440364	4094553-00	MARKER, LETTER, U, 2-7/8INX1-3	Electric Utility	65.40
02/28/2019	ANIXTER INC.	00440364	4094553-00	MARKER, LETTER, Y, 2-7/8INX1-3	Electric Utility	65.40
02/28/2019	ANIXTER INC.	00440365	4094891-02	SPLICE KIT, 115kv, 600A, COLD	Electric Utility	73,910.18
02/28/2019	ANIXTER INC.	00440366	4094891-01	WEDGE CLAMP, #1/O AL TRIPLEX A	Electric Utility	1,653.80
02/28/2019	ANIXTER INC.	00440366	4094891-01	WASHER, SQUARE, FLAT, W/SLOT,	Electric Utility	579.88
02/28/2019	ANIXTER INC.	00440366	4094891-01	WASHER, SQUARE, CURVED, 4IN X	Electric Utility	664.90
02/28/2019	ANIXTER INC.	00440367	4094891-00	INSULATOR, 600V, STRAIN, 4-1/4	Electric Utility	630.98
02/28/2019	ANIXTER INC.	00440367	4094891-00	WEDGE CLAMP, #1/O AL TRIPLEX A	Electric Utility	291.85
02/28/2019	ANIXTER INC.	00440368	4061365-01	WIRE, GUY, 1/4IN GALV. STEEL,	Electric Utility	414.20
02/28/2019	ANIXTER INC.	00440369	4061538-03	FUSE, 5 AMP TYPE K. COOPER #FL	Electric Utility	416.38
02/28/2019	ANIXTER INC.	00440370	4061538-04	BRACKET, POLE TOP PIN INSULATO	Electric Utility	1,324.35
02/28/2019	ANIXTER INC.	00440370	4061538-04	CUTOUT, OH, 100 AMP, 15KV, TYP	Electric Utility	7,324.26
02/28/2019	ANIXTER INC.	00440371	4061538-05	BRACE, CROSS ARM, 36IN LG X 1-	Electric Utility	782.58
02/28/2019	ANIXTER INC.	00440371	4061538-05	WIRE, BARE, AL, #4, SOLID, SOF	Electric Utility	391.04
02/28/2019	ANIXTER INC.	00440372	4061538-01	FUSE, 3 AMP TYPE K. KEARNEY #	Electric Utility	413.11
02/28/2019	ANIXTER INC.	00440372	4061538-01	INSULATOR, 12KV, PINTYPE-TIE T	Electric Utility	1,284.13
02/28/2019	ANIXTER INC.	00440372	4061538-01	CUTOUT FUSEHOLDER, OH, 15KV, T	Electric Utility	6,106.73
02/28/2019	ANIXTER INC.	00440374	4106850-03	ARM, ST LT, AL 8FT MAST, 2IN O	Electric Utility	2,502.10
02/28/2019	ANIXTER INC.	00440375	4106850-00	CONNECTOR, GUY, 1/4IN ST. LINE	Electric Utility	81.53
02/28/2019	ANIXTER INC.	00440376	4106850-01	CLAMP, OH, GUY, 1/2IN, HOT DIP	Electric Utility	555.90
02/28/2019	ANIXTER INC.	00440378	4112778-02	ADAPTER, RISER, PVC TRANSITION	Electric Utility	3,079.25
02/28/2019	ANIXTER INC.	00440379	4124820-00	WASHER, SQUARE, CURVED, 3IN X	Electric Utility	204.92
02/28/2019	ANIXTER INC.	00440379	4124820-00	BOLT, ALL THD, 5/8IN X 26IN LG	Electric Utility	40.55
02/28/2019	ANIXTER INC.	00440380	4133547-02	RING, METER SEALING, STAINLESS	Electric Utility	1,667.70

02/28/2019	ANIXTER INC.	00440381	4133547-03	LETTER, ALUMINUM, S, 3IN TALL.	Electric Utility	154.78
02/28/2019	ANIXTER INC.	00440440	4128220-00	BRACE, ALLEY ARM 84 INCHES LON	Electric Utility	1,648.08
02/28/2019	ANIXTER INC.	00440440	4128220-00	BRACE, ALLEY ARM 106 INCHES LO	Electric Utility	1,968.54
02/28/2019	ANIXTER INC.	00440440	4128220-00	CROSSARM, ALLEY ARM, 9' PUPI,	Electric Utility	2,820.38
02/28/2019	ANIXTER INC.	00440525	4094553-01	MARKER, LETTER, B, 2-7/8INX1-3	Electric Utility	163.50
02/28/2019	ANIXTER INC.	00440525	4094553-01	MARKER, #4, 2-7/8INX1-3/4IN, 2	Electric Utility	163.50
02/28/2019	ANIXTER INC.	00440525	4094553-01	MARKER, #8, 2-7/8INX1-3/4IN, 2	Electric Utility	163.50
02/28/2019	ANIXTER INC.	00440525	4094553-01	MARKER, #0, 2-7/8INX1-3/4IN, 2	Electric Utility	163.50
02/28/2019	ANIXTER INC.	00440525	4094553-01	MARKER, LETTER, S, 2-7/8INX1-3	Electric Utility	65.40
02/28/2019	ANIXTER INC.	00440527	4075975-01	CONNECTOR, TYPE IPC, TALON INS	Electric Utility	9,586.01
02/28/2019	ANIXTER INC.	00440529	4058711-00	PIN, STL, 12KV, CROSSARM HVY,	Electric Utility	4,349.10
02/28/2019	ANIXTER INC.	00440531	4061365-03	BRACE, CROSS ARM, 36IN LG X 1-	Electric Utility	946.67
02/28/2019	ANIXTER INC.	00440532	4037549-00	CUTOUT, OH, 100 AMP, 15KV, TYP	Electric Utility	10,496.70
02/28/2019	ANIXTER INC.	00440533	4061456-00	TRANSFORMER, OH, 75 KVA, 240/4	Electric Utility	3,651.50
02/28/2019	ANIXTER INC.	00440533	4061456-00	TRANSFORMER, OH, 75 KVA, 240/4	Electric Utility	1,825.75
Total for Payment No.:						144,105.88

**Payment No: 631664**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	ARAMARK UNIFORM SERVICES	00440173	760078696	CLEANING SVC/SHOP TOWELS DVR	Electric Utility	390.49
02/28/2019	ARAMARK UNIFORM SERVICES	00440179	000760067181	CLEANING SVC/SHOP TOWELS DVR	Electric Utility	390.49
Total for Payment No.:						780.98

**Payment No: 631665**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	ASSOCIATED RIGHT OF WAY SVCS	00440326	000000016854	Consulting Services for City P	Expendable Trust Funds	3,407.50
Total for Payment No.:						3,407.50

**Payment No: 631666**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	AT&T CALNET	00439730	000012557889	STO WAN CKTS 1/1/19-1/31/19	Electric Utility	2,318.48
				Total for Payment No.:		2,318.48

**Payment No: 631667**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	AT&T PHOENIX PO BOX 78214,5094	00440255	195113393-FEB2019	INTERNET BACKUP 1/10-2/10/19	Electric Utility	60.00
				Total for Payment No.:		60.00

**Payment No: 631668**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	BAY AREA AIR QUALITY	00440184	4FA12	Permit Renewal- Site No. B7245	Storm Drain	815.00
02/28/2019	BAY AREA AIR QUALITY	00440185	4FA13	Permit Renewal-Site No. B7246	Storm Drain	863.00
02/28/2019	BAY AREA AIR QUALITY	00440186	4FA14	Permit Renewal-Site No. B7247	Storm Drain	639.00
02/28/2019	BAY AREA AIR QUALITY	00440187	4FA15	Permit Renewal-Site No. B7246	Storm Drain	639.00
02/28/2019	BAY AREA AIR QUALITY	00440188	4FA16	Permit Renewal-Site No. B7250	Storm Drain	639.00
02/28/2019	BAY AREA AIR QUALITY	00440189	4FA19	Permit Renewal-Site No. B7322	General Fund	1,227.00
02/28/2019	BAY AREA AIR QUALITY	00440190	4FA20	Permit Renewal-Site No. B7323	Electric Utility	1,227.00
02/28/2019	BAY AREA AIR QUALITY	00440191	4FA21	Permit Renewal-Site No. B7326	General Fund	589.00
02/28/2019	BAY AREA AIR QUALITY	00440192	4EZ53	Permit Renewal-Site No. B5255	General Fund	1,227.00
02/28/2019	BAY AREA AIR QUALITY	00440193	275565	Annual Permit Renewal	Storm Drain	455.00
02/28/2019	BAY AREA AIR QUALITY	00440194	275567	Annual Permit Renewal	Storm Drain	455.00
02/28/2019	BAY AREA AIR QUALITY	00440195	275610	Annual Permit Renewal	General Fund	342.00
				Total for Payment No.:		9,117.00

**Payment No: 631669**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	BAY AREA TREE SPECIALISTS	00440196	63904	Emergency Tree Service	General Fund	1,020.00

02/28/2019	BAY AREA TREE SPECIALISTS	00440197	63905	Emergency Tree Service	General Fund	765.00
02/28/2019	BAY AREA TREE SPECIALISTS	00440198	63912	Emergency Tree Service	General Fund	510.00
				Total for Payment No.:		2,295.00

**Payment No: 631670**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	BENCHMARK	00440432	E17-702A	ASBESTOS REPORT - NGUYEN	H.U.D Capital Projects	210.00
				Total for Payment No.:		210.00

**Payment No: 631671**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	BEST BUY FOR BUSINESS	00440513	3707624	Sanus-Premium Series Advanced	Water Utility Construction	49.05
02/28/2019	BEST BUY FOR BUSINESS	00440513	3707624	Samsung-55" Class-LED-NU8000 S	Water Utility Construction	817.49
02/28/2019	BEST BUY FOR BUSINESS	00440513	3707624	Delivery/Shipping	Water Utility Construction	101.34
				Total for Payment No.:		967.88

**Payment No: 631672**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	BEST ENVIRONMENTAL SERVICES	00439930	8892	COMPLIANCE TESTING DEC18	Electric Utility	4,850.00
				Total for Payment No.:		4,850.00

**Payment No: 631673**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	CA HIGHWAY PATROL	00440459	0000001178626	TRAFFIC CONTROL 1/7/19	General Fund	89,617.58
				Total for Payment No.:		89,617.58



**Payment No: 631674**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	CENTURY GRAPHICS	00440232	50818	Blue Polo Shirts	General Fund	180.74
				Total for Payment No.:		180.74

**Payment No: 631675**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	CHAPEL OF FLOWERS	00440123	30874FEB2019	BRONZE URNS 5.7 x 5.7 x 7	Cemetery	6,773.00
				Total for Payment No.:		6,773.00

**Payment No: 631676**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	CHEUNG, KASIE	00440522	80518	TRANSLATION OF 2 MAILERS	General Fund	600.00
				Total for Payment No.:		600.00

**Payment No: 631677**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	CITY OF SAN JOSE	00439850	1257624	TRAFFIC PRMT TASMAN DR CONDUIT	Electric Utility Construction	1,817.00
				Total for Payment No.:		1,817.00

**Payment No: 631678**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	CLARA KUO	00440289	R218-RPV-137	PV REB REIM PERMIT FEE 79834-1	Elec OperatingGrant Trust Fund	206.00
02/28/2019	CLARA KUO	00440289	R218-RPV-137	PV REB 79834-1	Elec OperatingGrant Trust Fund	5,000.00
				Total for Payment No.:		5,206.00

**Payment No: 631679**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	CLARK SECURITY PRODUCTS	00440093	22K302117	HR DOUBLE DOORS	General Fund	693.12
				Total for Payment No.:		693.12

**Payment No: 631680**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	CLEARBLU ENVIROMENTAL	00440373	20109	LABOR PREV MAINTENANCE	Automotive Services	565.00
02/28/2019	CLEARBLU ENVIROMENTAL	00440373	20109	WASH RACK OIL & PARTS	Automotive Services	166.60
02/28/2019	CLEARBLU ENVIROMENTAL	00440382	20124	FREIGHT WASH RACK PARTS	Automotive Services	229.87
02/28/2019	CLEARBLU ENVIROMENTAL	00440382	20124	SHOP WASH RACK PARTS	Automotive Services	3,051.81
				Total for Payment No.:		4,013.28

**Payment No: 631681**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	CONLEFF PLUMBING SUPPLY CO	00439987	188253	3/8 BIBB FLAT LARGE	General Fund	33.34
				Total for Payment No.:		33.34

**Payment No: 631682**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	CONSOLIDATED ENGINEERING	00440567	159748	CHANGE ORDER #1 ADD FUNDS	Sewer Utility Construction	638.40
				Total for Payment No.:		638.40

**Payment No: 631683**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	CORIX WATER PRODUCTS	00439990	17913002557	V12 DRAIN BOX	General Fund	160.83
02/28/2019	CORIX WATER PRODUCTS	00439995	17913002373	V12 DRAIN BOX	General Fund	299.93
				Total for Payment No.:		460.76

**Payment No: 631684**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	CORODATA RECORDS MANAGEMENT, INC	00440394	RS3047407	OFFSITE RECORD STORAGE	General Fund	197.60
				Total for Payment No.:		197.60

**Payment No: 631685**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	CREST POINT GLOBAL INC	00440278	R19-SLR-0142	LTG REB 47755-3 HAIR SPA SALON	Elec OperatingGrant Trust Fund	303.69
02/28/2019	CREST POINT GLOBAL INC	00440279	R19-SLR-0033	LTG REB 65732-8 WELDER'S HVN	Elec OperatingGrant Trust Fund	1,700.00
02/28/2019	CREST POINT GLOBAL INC	00440280	R19-SLR-0016	LTG REB 43168-6 HI TECH AUTO	Elec OperatingGrant Trust Fund	841.97
02/28/2019	CREST POINT GLOBAL INC	00440281	R19-SLR-0095	LTG REB 18800-3 WST COAST AUTO	Elec OperatingGrant Trust Fund	2,204.57
02/28/2019	CREST POINT GLOBAL INC	00440282	R19-SLR-0291	LTG REB 16646-4 SIL VLY LASER	Elec OperatingGrant Trust Fund	785.51
02/28/2019	CREST POINT GLOBAL INC	00440283	R19-SLR-0290	LTG REB 74422-1 SIL VLY LASER	Elec OperatingGrant Trust Fund	1,400.00
02/28/2019	CREST POINT GLOBAL INC	00440284	R19-SLR-0289	LTG REB 61910-5 SIL VLY LASER	Elec OperatingGrant Trust Fund	2,300.00
02/28/2019	CREST POINT GLOBAL INC	00440285	R19-SLR-0357	LTG REB 17839-3 ANCHOR ELCTRN	Elec OperatingGrant Trust Fund	744.04
02/28/2019	CREST POINT GLOBAL INC	00440286	R19-SLR-0356	LTG REB 17838-1 ANCHOR ELCTRN	Elec OperatingGrant Trust Fund	2,022.03
				Total for Payment No.:		12,301.81

**Payment No: 631686**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	CURRIE & BROWN INC.	00440358	7004125	Professional Review & Analysis	Parks And Recreation	12,775.00
				Total for Payment No.:		12,775.00

**Payment No: 631687**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	D&M TRAFFIC SERVICES	00440102	63066	2 PERSON TRAFFIC 8HR 2/8/19	Electric Utility Construction	1,325.00
				Total for Payment No.:		1,325.00

**Payment No: 631688**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	DELL MARKETING LP	00439941	10297845875	LAPTOP & DOCK FOR LIBRARY	Library Operating Grant Fund	1,259.94
02/28/2019	DELL MARKETING LP	00439941	10297845875	NON TAXABLE	Library Operating Grant Fund	224.10
				Total for Payment No.:		1,484.04

**Payment No: 631689**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	DIRECTV INC	00440254	35798415632	TV SVC (881) 22JAN19-21FEB19	Electric Utility	317.95
02/28/2019	DIRECTV INC	00440254	35798415632	LATE FEE JAN19 PAYMENT	Electric Utility	4.25
				Total for Payment No.:		322.20

**Payment No: 631690**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	DOWNTOWN FORD SALES	00440399	309837	ONE (1) 2019 FORD F150 4X2 SUP	Vehicle Replacement Fund	22,924.88
02/28/2019	DOWNTOWN FORD SALES	00440399	309837	ACCESSORIES - BACKUP ALARM, FA	Vehicle Replacement Fund	3,255.83
02/28/2019	DOWNTOWN FORD SALES	00440399	309837	FREIGHT	Vehicle Replacement Fund	300.00
02/28/2019	DOWNTOWN FORD SALES	00440399	309837	CA TIRE TAX	Vehicle Replacement Fund	8.75
02/28/2019	DOWNTOWN FORD SALES	00440399	309837	DISCOUNT FOR EARLY PAYMENT	Vehicle Replacement Fund	-545.00
02/28/2019	DOWNTOWN FORD SALES	00440402	309854	TWO (2) FORD ESCAPE 4X2, INC	Vehicle Replacement Fund	22,277.42
02/28/2019	DOWNTOWN FORD SALES	00440402	309854	DOCUMENT FEE	Vehicle Replacement	87.20

					Fund	
02/28/2019	DOWNTOWN FORD SALES	00440402	309854	DELIVERY	Vehicle Replacement Fund	200.00
02/28/2019	DOWNTOWN FORD SALES	00440402	309854	TIRE TAX	Vehicle Replacement Fund	8.75
02/28/2019	DOWNTOWN FORD SALES	00440402	309854	DISCOUNT FOR EARLY PAYMENT	Vehicle Replacement Fund	-545.00
02/28/2019	DOWNTOWN FORD SALES	00440549	309339	ONE (1) 2019 FORD EXPLORER; 4X	Electric Utility	30,384.84
02/28/2019	DOWNTOWN FORD SALES	00440549	309339	DELIVERY	Electric Utility	300.00
02/28/2019	DOWNTOWN FORD SALES	00440549	309339	CA TIRE TAX FEE	Electric Utility	8.75
				Total for Payment No.:		78,666.42

**Payment No: 631691**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	ED JONES CO INC	00440243	42703	Badges K9	General Fund	806.34
02/28/2019	ED JONES CO INC	00440244	42572	5 Hat Pieces	General Fund	4,822.64
				Total for Payment No.:		5,628.98

**Payment No: 631692**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	EL RADIATOR DOCTOR	00440433	688	SPECIAL CORE	Automotive Services	672.98
				Total for Payment No.:		672.98

**Payment No: 631693**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	ENERGY & RESOURCE SOLUTIONS	00440435	10014	BUSINESS PB PROG 17-2 JAN19	Elec OperatingGrant Trust Fund	8,616.53
02/28/2019	ENERGY & RESOURCE SOLUTIONS	00440435	10014	BUSINESS PB PROG 17-2 JAN19	Elec OperatingGrant Trust Fund	6,266.57
02/28/2019	ENERGY & RESOURCE SOLUTIONS	00440435	10014	BUSINESS PB PROG 17-2 JAN19	Elec OperatingGrant Trust Fund	1,566.64
02/28/2019	ENERGY & RESOURCE SOLUTIONS	00440435	10014	BUSINESS PB PROG 17-2 JAN19	Elec OperatingGrant	1,566.64

					Trust Fund	
02/28/2019	ENERGY & RESOURCE SOLUTIONS	00440435	10014	BUSINESS PB PROG 17-2 JAN19	Elec OperatingGrant Trust Fund	31,332.85
02/28/2019	ENERGY & RESOURCE SOLUTIONS	00440435	10014	BUSINESS PB PROG 17-2 JAN19	Elec OperatingGrant Trust Fund	7,833.22
02/28/2019	ENERGY & RESOURCE SOLUTIONS	00440435	10014	BUSINESS PB PROG 17-2 JAN19	Elec OperatingGrant Trust Fund	21,149.68
				Total for Payment No.:		78,332.13

**Payment No: 631694**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	EQUIFAX CREDIT INFORMATION SVC	00439797	5220334	Credit Background	General Fund	18.52
				Total for Payment No.:		18.52

**Payment No: 631695**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	FAST UNDERCAR SANTA CLARA	00439852	808322	AUTO BATTERIES	Automotive Services	1,029.18
02/28/2019	FAST UNDERCAR SANTA CLARA	00439852	808322	CALIF BATTERY FEES	Automotive Services	8.00
02/28/2019	FAST UNDERCAR SANTA CLARA	00439948	809577	RTN'D BATTERIES CR 809586	Automotive Services	941.56
02/28/2019	FAST UNDERCAR SANTA CLARA	00439950	809586	RTN'D BATTERIES INV 809577	Automotive Services	-941.56
02/28/2019	FAST UNDERCAR SANTA CLARA	00440308	812813	PARTS - VEH # 3089	Automotive Services	104.40
				Total for Payment No.:		1,141.58

**Payment No: 631696**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	FEDERAL EXPRESS PO BOX 7221	00440172	6-454-42910	MISC. SHIPPING DVR	Electric Utility	6.65
02/28/2019	FEDERAL EXPRESS PO BOX 7221	00440180	6-455-17460	MISC. SHIPPING DVR	Electric Utility	11.06
02/28/2019	FEDERAL EXPRESS PO BOX 7221	00440349	6-461-89016	MISC. SHIPPING DVR	Electric Utility	6.56
02/28/2019	FEDERAL EXPRESS PO BOX 7221	00440349	6-461-89016	MISC. SHIPPING MARKETING	Electric Utility	8.22
				Total for Payment No.:		32.49

**Payment No: 631697**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	FIDELITY NATIONAL TITLE CO	00440384	FSBC-TO19000055-1	LOT BOOK - SIEGFRIED	H.U.D Capital Projects	100.00
				Total for Payment No.:		100.00

**Payment No: 631698**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	FISHER SCIENTIFIC	00440495	7328597	Personal Radiation Detectors	General Fund	10,624.54
02/28/2019	FISHER SCIENTIFIC	00440495	7328597	HOLSTERS	General Fund	398.44
				Total for Payment No.:		11,022.98

**Payment No: 631699**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	FLEETPRIDE INC	00439773	20060527	PARTS - VEH # 3256	Automotive Services	408.73
				Total for Payment No.:		408.73

**Payment No: 631700**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	FOLSOM LAKE FORD	00440558	FL9593	FIVE 2019 UTILITY INTERCEPTOR	Vehicle Replacement Fund	37,219.85
02/28/2019	FOLSOM LAKE FORD	00440558	FL9593	CA TIRE FEE	Vehicle Replacement Fund	8.75
02/28/2019	FOLSOM LAKE FORD	00440558	FL9593	FREIGHT	Vehicle Replacement Fund	125.00
02/28/2019	FOLSOM LAKE FORD	00440558	FL9593	DISCOUNT FOR EARLY PYMNT	Vehicle Replacement Fund	-545.00
02/28/2019	FOLSOM LAKE FORD	00440559	FL9592	FIVE 2019 UTILITY INTERCEPTOR	Vehicle Replacement Fund	37,219.85
02/28/2019	FOLSOM LAKE FORD	00440559	FL9592	CA TIRE FEE	Vehicle Replacement Fund	8.75
02/28/2019	FOLSOM LAKE FORD	00440559	FL9592	FREIGHT	Vehicle Replacement Fund	125.00

02/28/2019	FOLSOM LAKE FORD	00440559	FL9592	DISCOUNT FOR EARLY PYMNT	Vehicle Replacement Fund	-545.00
02/28/2019	FOLSOM LAKE FORD	00440560	FL9606	FIVE 2019 UTILITY INTERCEPTOR	Vehicle Replacement Fund	37,219.85
02/28/2019	FOLSOM LAKE FORD	00440560	FL9606	CA TIRE FEE	Vehicle Replacement Fund	8.75
02/28/2019	FOLSOM LAKE FORD	00440560	FL9606	FREIGHT	Vehicle Replacement Fund	125.00
02/28/2019	FOLSOM LAKE FORD	00440560	FL9606	DISCOUNT FOR EARLY PYMNT	Vehicle Replacement Fund	-545.00
02/28/2019	FOLSOM LAKE FORD	00440562	FL9591	FIVE 2019 UTILITY INTERCEPTOR	Vehicle Replacement Fund	37,219.85
02/28/2019	FOLSOM LAKE FORD	00440562	FL9591	CA TIRE FEE	Vehicle Replacement Fund	8.75
02/28/2019	FOLSOM LAKE FORD	00440562	FL9591	FREIGHT	Vehicle Replacement Fund	125.00
02/28/2019	FOLSOM LAKE FORD	00440562	FL9591	DISCOUNT FOR EARLY PYMNT	Vehicle Replacement Fund	-545.00
02/28/2019	FOLSOM LAKE FORD	00440563	FL9562	FREIGHT	Vehicle Replacement Fund	125.00
02/28/2019	FOLSOM LAKE FORD	00440563	FL9562	DISCOUNT FOR EARLY PYMNT	Vehicle Replacement Fund	-545.00
02/28/2019	FOLSOM LAKE FORD	00440563	FL9562	FIVE 2019 UTILITY INTERCEPTOR	Vehicle Replacement Fund	37,219.85
02/28/2019	FOLSOM LAKE FORD	00440563	FL9562	CA TIRE FEE	Vehicle Replacement Fund	8.75
02/28/2019	FOLSOM LAKE FORD	00440564	FL9630	DISCOUNT FOR EARLY PYMNT	Vehicle Replacement Fund	-545.00
02/28/2019	FOLSOM LAKE FORD	00440564	FL9630	ONE (1) 2019 NEW/UNUSED SEDAN	Vehicle Replacement Fund	28,130.18
02/28/2019	FOLSOM LAKE FORD	00440564	FL9630	COURTESY LAMP DISABLE; NOISE S	Vehicle Replacement Fund	2,633.44
02/28/2019	FOLSOM LAKE FORD	00440564	FL9630	CA TIRE TAX FEE	Vehicle Replacement Fund	8.75
02/28/2019	FOLSOM LAKE FORD	00440564	FL9630	DELIVERY	Vehicle Replacement Fund	125.00
				Total for Payment No.:		214,395.37

Payment No: 631701



Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	FRONTIER FORD	00439774	635918	PARTS - STOCK	Automotive Services	5.38
02/28/2019	FRONTIER FORD	00439775	635940	SEAT BELT - VEH # 3284	Automotive Services	72.17
02/28/2019	FRONTIER FORD	00439776	635832	PARTS - VEH # 2904	Automotive Services	349.41
02/28/2019	FRONTIER FORD	00439777	636004	PARTS - VEH # 2830	Automotive Services	494.61
02/28/2019	FRONTIER FORD	00439778	636009	PARTS - VEH# 3195	Automotive Services	326.91
02/28/2019	FRONTIER FORD	00439956	635942	AUTO PART #3100	Automotive Services	872.69
02/28/2019	FRONTIER FORD	00439958	635976	MOULDING #3109	Automotive Services	80.53
02/28/2019	FRONTIER FORD	00439961	636047	PARTS #3469	Automotive Services	488.04
02/28/2019	FRONTIER FORD	00439965	636085	GRILLE ASSY #3117	Automotive Services	697.47
02/28/2019	FRONTIER FORD	00440309	636087	PARTS - VEH # 3484	Automotive Services	343.43
02/28/2019	FRONTIER FORD	00440310	636163	PARTS - VEH # 3484	Automotive Services	26.76
				Total for Payment No.:		3,757.40

**Payment No: 631702**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	GLR FASTENERS INC	00439807	79063-1	Sign Shop Supplies	General Fund	1,810.82
				Total for Payment No.:		1,810.82

**Payment No: 631703**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	GRAYBAR ELECTRIC	00440214	9308508057	LITHIUM ION 18V BATTERY PACK	Electric Utility Construction	81.37
				Total for Payment No.:		81.37

**Payment No: 631704**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	GRIFFIN AUTO PARTS	00439779	1-250559	PARTS - VEH # 3053	Automotive Services	38.46
02/28/2019	GRIFFIN AUTO PARTS	00439780	1-250602	PARTS - VEH # 3409	Automotive Services	35.50

02/28/2019	GRIFFIN AUTO PARTS	00439972	1-250627	PARTS #3022	Automotive Services	178.00
02/28/2019	GRIFFIN AUTO PARTS	00439976	1-250630	OIL COOLER PART #2905	Automotive Services	28.43
02/28/2019	GRIFFIN AUTO PARTS	00439979	1-250684	PARTS #2991	Automotive Services	577.85
02/28/2019	GRIFFIN AUTO PARTS	00440311	1-250741	PARTS - VEH # 3089	Automotive Services	47.16
02/28/2019	GRIFFIN AUTO PARTS	00440312	1-250751	PARTS - VEH # 2670	Automotive Services	77.89
				Total for Payment No.:		983.29

**Payment No: 631705**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	H&E EQUIPMENT SERVICES, INC	00439853	94289193	TAXABLE ENVIRONMENTAL	Automotive Services	3.82
02/28/2019	H&E EQUIPMENT SERVICES, INC	00439853	94289193	LABOR & SUPPLIES #3191	Automotive Services	207.00
				Total for Payment No.:		210.82

**Payment No: 631706**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	HALREC INC	00439788	292133	PARTS - VEH # 3490, STOCK	Automotive Services	299.63
				Total for Payment No.:		299.63

**Payment No: 631707**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	HANSON BRIDGETT LLP	00440538	1227541	LEGAL SERVICES	Special Liability Insurance	1,665.75
02/28/2019	HANSON BRIDGETT LLP	00440539	1228923	LEGAL SERVICES	Special Liability Insurance	14,730.45
02/28/2019	HANSON BRIDGETT LLP	00440555	1231985	LEGAL SERVICES	Special Liability Insurance	5,091.40
				Total for Payment No.:		21,487.60

**Payment No: 631708**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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02/28/2019	HERC RENTAL INC	00440204	30575904-001	Forklift Safety Training	General Fund	875.00
02/28/2019	HERC RENTAL INC	00440204	30575904-001	Forklift Safety Training	General Fund	875.00
02/28/2019	HERC RENTAL INC	00440204	30575904-001	Forklift Safety Training	General Fund	250.00
02/28/2019	HERC RENTAL INC	00440204	30575904-001	Forklift Safety Training	Automotive Services	875.00
02/28/2019	HERC RENTAL INC	00440204	30575904-001	Forklift Safety Training	Solid Waste Program	250.00
				Total for Payment No.:		3,125.00

**Payment No: 631709**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	HI-LINE UTILITY SUPPLY	00440292	10114876	GRIP-ALL CLAMPSTICK LENGTH 6.5	Electric Utility	578.30
02/28/2019	HI-LINE UTILITY SUPPLY	00440292	10114876	WIRE PULLER HOOK	Electric Utility	178.19
				Total for Payment No.:		756.49

**Payment No: 631710**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	HILLARY WICHT	00440511	103	4 HOUR TRAINING ON INFLUENTIAL	General Fund	5,000.00
				Total for Payment No.:		5,000.00

**Payment No: 631711**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	ICE US OTC COMMODITY MARKETS LLC	00440354	0119000868088	ENERGY BROKER COMM JAN19	Electric Utility	5,475.00
				Total for Payment No.:		5,475.00

**Payment No: 631712**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	IGUANA DESIGN & PRINT	00439794	1807104	PD Letter Head	General Fund	2,074.07
				Total for Payment No.:		2,074.07

**Payment No: 631713**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	INDUSTRIAL PLUMBING SUPPLY	00440014	75930	3.5 GPF REGAL	General Fund	469.03
				Total for Payment No.:		469.03

**Payment No: 631714**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	INDUSTRIAL SCIENTIFIC CORP	00440293	2184412	INET SUBSCRIPT 2/1/19-2/28/19	Electric Utility	677.11
				Total for Payment No.:		677.11

**Payment No: 631715**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	INNER-TITE	00440514	136142	PART NUMBER C4-0001-06A TWIST	Electric Utility	1,526.00
02/28/2019	INNER-TITE	00440514	136142	PART NUMBER C4-0008-06A TWIST	Electric Utility	1,526.00
02/28/2019	INNER-TITE	00440514	136142	PART NUMBER C4-0002-06A TWIST	Electric Utility	1,526.00
02/28/2019	INNER-TITE	00440514	136142	PART NUMBER C4-0014-06A TWIST	Electric Utility	1,526.00
				Total for Payment No.:		6,104.00

**Payment No: 631716**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	INTEGRA CHEMICAL CO	00440443	0129945-IN	VITA-D-CHLOR140. 140 TABLETS P	Water Utility	4,549.65
				Total for Payment No.:		4,549.65

**Payment No: 631717**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	IRON MOUNTAIN	00439834	201810582	DATA STORAGE	General Fund	1,690.67
				Total for Payment No.:		1,690.67

**Payment No: 631718**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	JERRY WOLF	00440524	31996FEB2019	CITATION #26171 PARTIAL REFUND	General Fund	250.00
				Total for Payment No.:		250.00

**Payment No: 631719**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	JULIA WANG	00432942	10/23/18 CLASS REFUND	PARKS DEPT REFUND	Recreation Program Operations	120.00
				Total for Payment No.:		120.00

**Payment No: 631720**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	KANO LABORATORIES	00440252	81229610	AEROKROIL	Electric Utility	295.45
02/28/2019	KANO LABORATORIES	00440252	81229610	AEROKROIL	Water Utility	295.46
				Total for Payment No.:		590.91

**Payment No: 631721**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	KELLY PAPER	00440234	9589137	Copy Paper 2 flats	General Fund	2,866.43
				Total for Payment No.:		2,866.43

**Payment No: 631722**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	KINOKUNIYA BOOKSTORES OF AMERICA CO. LTD	00440222	SUB-0036813	1241 AD PR	General Fund	224.29
				Total for Payment No.:		224.29

**Payment No: 631723**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	KOFF & ASSOCIATES	00440391	5033	COMPENSATION STUDY	General Fund	268.00
				Total for Payment No.:		268.00

**Payment No: 631724**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	KOFFLER	00439726	0091303-IN	LBR TO PRESS/INSTALL 6BUSHINGS	Electric Utility	1,015.00
02/28/2019	KOFFLER	00439727	0091245-IN	LBR FOR ALIGNMENT CHECK 2 GEN	Electric Utility	1,512.00
02/28/2019	KOFFLER	00439728	0091288-IN-REV	MATERIALS-MOTOR #KLFT289U015	Electric Utility	7,415.27
02/28/2019	KOFFLER	00439728	0091288-IN-REV	LBR INSTALL MOTOR #KLFT289U015	Electric Utility	4,072.00
				Total for Payment No.:		14,014.27

**Payment No: 631725**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	KORTICK MANUFACTURING CO	00440442	060528	PIN, STL, 12KV, CROSSARM HVY,	Electric Utility	951.57
				Total for Payment No.:		951.57

**Payment No: 631726**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	LAERDAL MEDICAL CORP	00439718	2019/2000008967	ACLS PROVIDER ECARDS	General Fund	65.29
02/28/2019	LAERDAL MEDICAL CORP	00439719	2019/2000009104	PALS PROVIDER ECARDS	General Fund	75.33
02/28/2019	LAERDAL MEDICAL CORP	00439720	2019/2000009487	BLS PROVIDER ECARD - SNY	General Fund	20.09
02/28/2019	LAERDAL MEDICAL CORP	00440350	2019/2000012454	BLS PROVIDER E-CARD - SNY	General Fund	22.32
				Total for Payment No.:		183.03

**Payment No: 631727**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	LANGUAGE LINE SOLUTIONS	00439843	4489137	TRANSLATION SERVICE	General Fund	1,753.39
				Total for Payment No.:		1,753.39

**Payment No: 631728**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	LC ACTION POLICE SUPPLY	00440237	393013	Academy holster/blue gun	General Fund	235.33
				Total for Payment No.:		235.33

**Payment No: 631729**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	LEAGUE OF CALIF CITIES	00440452	1503	MEMBERSHIP PENINSULA DIV 2019	General Fund	100.00
				Total for Payment No.:		100.00

**Payment No: 631730**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	LET'S CONCRETE	00440388	10510	CONCRETE POURED FOR FOUNDATION	Police Operating Grant Fund	4,000.00
				Total for Payment No.:		4,000.00

**Payment No: 631731**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	LINCOLN AQUATICS	00440018	36949054	PESTICIDE/FUEL SURCHARGE	General Fund	71.81
02/28/2019	LINCOLN AQUATICS	00440018	36949054	BULK CHLORINE	General Fund	2,051.11
02/28/2019	LINCOLN AQUATICS	00440032	36949334	PESTICIDE ASSESMENT	General Fund	51.94
02/28/2019	LINCOLN AQUATICS	00440032	36949334	MURIATIC ACID	General Fund	880.17
02/28/2019	LINCOLN AQUATICS	00440034	36949335	PESTICIDE ASSESMENT	General Fund	43.59
02/28/2019	LINCOLN AQUATICS	00440034	36949335	LIQUID CHLORINE	General Fund	354.47
02/28/2019	LINCOLN AQUATICS	00440044	36949332	MURIATIC ACID	General Fund	498.13
02/28/2019	LINCOLN AQUATICS	00440044	36949332	PESTICIDE ASSESMENT	General Fund	45.72
02/28/2019	LINCOLN AQUATICS	00440045	36949333	BULK LIQUID CHLORINE	General Fund	354.47
02/28/2019	LINCOLN AQUATICS	00440045	36949333	PESTICIDE ASSESMENT	General Fund	43.59
				Total for Payment No.:		4,395.00

**Payment No: 631732**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	LIVESCAN IDENTITY	00440357	CSC020	LIVESCAN-FINGERPRINTING FOR VO	General Fund	390.00
				Total for Payment No.:		390.00

**Payment No: 631733**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	LUCITY INC	00439784	88937-1	STR (TREES) LUCITY MAINT PROG	General Fund	4,593.57
02/28/2019	LUCITY INC	00439784	88937-1	CMO - LUCITY MAINT. PROGRAM	General Fund	1,766.76
02/28/2019	LUCITY INC	00439784	88937-1	PARKS-LUCITY MAINT PROGRAM	General Fund	4,593.57
02/28/2019	LUCITY INC	00439784	88937-1	WATER-LUCITY MAINT PROGRAM	Water Utility	6,713.68
02/28/2019	LUCITY INC	00439784	88937-1	SEWER-LUCITY MAINT PROGRAM	Sewer Utility	6,713.68
02/28/2019	LUCITY INC	00439784	88937-1	FACILITIES-LUCITY MAINTPROGRAM	Public Buildings	4,593.57
				Total for Payment No.:		28,974.83

**Payment No: 631734**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	M-I-C INC	00440438	3838	JORDAN 50HP-075-S6/PTS6W6A9S6M	Electric Utility	3,865.64
02/28/2019	M-I-C INC	00440438	3838	JORDAN 50HP-100-S6 / PTS6W6A9S	Electric Utility	5,421.80
				Total for Payment No.:		9,287.44

**Payment No: 631735**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	MALLORY SAFETY & SUPPLY LLC	00440330	4590924	SWEATSHIRT 11OZ HRC2 NAVY ZIP/	Electric Utility	629.52
02/28/2019	MALLORY SAFETY & SUPPLY LLC	00440330	4590924	LOGO SILICON VALLEY POWER CITY	Electric Utility	17.77
02/28/2019	MALLORY SAFETY & SUPPLY LLC	00440330	4590924	LOGL SMALL LOGO FRONT LEFT 3"X	Electric Utility	12.75
02/28/2019	MALLORY SAFETY & SUPPLY LLC	00440330	4590924	LOGO SILICON VALLEY POWER CITY	Electric Utility	26.65
02/28/2019	MALLORY SAFETY & SUPPLY LLC	00440330	4590924	LOGL SMALL LOGO FRONT LEFT 3"X	Electric Utility	19.13
				Total for Payment No.:		705.82



**Payment No: 631736**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	MATTHEWS INTERNATIONAL CORP	00440130	92415349	INSCRIPTION - CHARLES YUAM	Cemetery	318.28
				Total for Payment No.:		318.28

**Payment No: 631737**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	MAZCON, A KURTZ BROS COMPANY LLC	00440445	19489	PN# BM-1720-311-M -BLACKHAWK I	Electric Utility	140.00
02/28/2019	MAZCON, A KURTZ BROS COMPANY LLC	00440445	19489	PN# BM-1316-312-M - BLACKHAWK	Electric Utility	585.00
02/28/2019	MAZCON, A KURTZ BROS COMPANY LLC	00440445	19489	PN# BM-2828-313-M - BLACKHAWK	Electric Utility	510.00
02/28/2019	MAZCON, A KURTZ BROS COMPANY LLC	00440445	19489	SHIPPING	Electric Utility	560.94
				Total for Payment No.:		1,795.94

**Payment No: 631738**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	MAZE & ASSOC	00440460	30866	CITY MANAGER	General Fund	5,400.00
				Total for Payment No.:		5,400.00

**Payment No: 631739**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	MCAVOY & MARKHAM ENGINEERING AND SALES	00440509	15902	ITRON CENTRON C1SDR3, FM2S, CL	Electric Utility Construction	9,995.30
				Total for Payment No.:		9,995.30

**Payment No: 631740**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	METRO MOBILE COMMUNICATIONS	00440446	43149	MOTOR HELMET WITH COMM GRATNY	General Fund	1,058.13
02/28/2019	METRO MOBILE COMMUNICATIONS	00440446	43149	LABOR	General Fund	76.09
				Total for Payment No.:		1,134.22

**Payment No: 631741**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	MINTIER HARNISH LP	00440458	SANTA CLARA ZCU-15	PROFESSIONAL SERVICES TO PREPA	General Government - Other	9,868.85
				Total for Payment No.:		9,868.85

**Payment No: 631742**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	MISSION VALLEY FORD TRUCK	00440392	259646	LABOR #3143	Automotive Services	4,277.70
				Total for Payment No.:		4,277.70

**Payment No: 631743**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	MOORE IACOFANO GOLTSMAN, INC	00440568	0057004	AGREEMENT FOR AN AMERICANS WIT	Public Buildings	5,298.25
				Total for Payment No.:		5,298.25

**Payment No: 631744**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	MTH ENGINEERS INC	00439750	12211	ELECT ENG PARKER SUB OCT-NOV18	Electric Utility Construction	14,531.00
				Total for Payment No.:		14,531.00

**Payment No: 631745**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	MUNICIPAL MAINTENANCE EQUIPMNT	00439857	0134427-IN	LABOR & TRAVEL #3119	Automotive Services	362.50
02/28/2019	MUNICIPAL MAINTENANCE EQUIPMNT	00439860	0134655-IN	PARTS & SUPPLIES #3119	Automotive Services	1,157.68
02/28/2019	MUNICIPAL MAINTENANCE EQUIPMNT	00439860	0134655-IN	LABOR #3119	Automotive Services	1,160.00
				Total for Payment No.:		2,680.18

**Payment No: 631746**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	MUSSON THEATRICAL	00440245	00434869	SET BUILDING SUPPLIES "HONK"	Recreation Program Operations	278.93
02/28/2019	MUSSON THEATRICAL	00440246	00434951	MAKE UP FOR "HONK"	Recreation Program Operations	149.11
				Total for Payment No.:		428.04

**Payment No: 631747**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	NAPA AUTO PARTS	00439862	5983-448625	4 GA 6-FT CABLE #3468	Automotive Services	47.86
02/28/2019	NAPA AUTO PARTS	00439864	5983-449449	BRAKE SHOES #1909	Automotive Services	33.70
02/28/2019	NAPA AUTO PARTS	00439865	5983-449450	WIRES FOR SHOP USE	Automotive Services	170.48
02/28/2019	NAPA AUTO PARTS	00439867	5983-449584	OIL SEALS #1909	Automotive Services	22.56
02/28/2019	NAPA AUTO PARTS	00439869	5983-449627	2 INCH LAMP #3188	Automotive Services	2.53
02/28/2019	NAPA AUTO PARTS	00439870	5983-449659	AUTO PARTS STOCK	Automotive Services	203.82
02/28/2019	NAPA AUTO PARTS	00439872	5983-449661	AIR BRAKE HOSE #3254	Automotive Services	56.55
02/28/2019	NAPA AUTO PARTS	00439874	5983-449724	IDLER PULLER #3053	Automotive Services	14.69
02/28/2019	NAPA AUTO PARTS	00439875	5983-449870	ROCKER SWITCH #3498	Automotive Services	3.34
02/28/2019	NAPA AUTO PARTS	00439876	5983-449962	PARTS #3273	Automotive Services	18.04
02/28/2019	NAPA AUTO PARTS	00439877	5983-450056	FUEL FILTER #3256	Automotive Services	25.68
02/28/2019	NAPA AUTO PARTS	00439879	5983-450305	PARTS #3181	Automotive Services	52.12
02/28/2019	NAPA AUTO PARTS	00439881	5983-450362	FUEL FILTER #3204	Automotive Services	25.03
02/28/2019	NAPA AUTO PARTS	00439882	5983-450380	RELAY #3414	Automotive Services	64.34
02/28/2019	NAPA AUTO PARTS	00440307	5983-451329	FILTER - VEH # 3408	Automotive Services	5.46
				Total for Payment No.:		746.20

**Payment No: 631748**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	NI GOVERNMENT SERVICES	00440030	9011274292	SATELLITE PHONE SERVICE	General Fund	77.37

Total for Payment No.: 77.37

**Payment No: 631749**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	OCLC INC	00439884	0000643423	CATALOG & METADATA	General Fund	2,685.12
Total for Payment No.:						2,685.12

**Payment No: 631750**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	OES-NA, LLC	00440383	1252	2019 CETAC CONF. 8 ENROLLMNT	Electric Utility	7,200.00
Total for Payment No.:						7,200.00

**Payment No: 631751**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	PAC MACHINE CO	00439810	75255	Diesel Pumpset & Suction Hose	Storm Drain	2,649.79
02/28/2019	PAC MACHINE CO	00439997	75321	Strainer Connect/suction hose	Storm Drain	1,445.39
Total for Payment No.:						4,095.18

**Payment No: 631752**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	PACIFIC PRODUCTS & SERVICES INC	00440000	24571	Big Sandy	General Fund	12,759.54
Total for Payment No.:						12,759.54

**Payment No: 631753**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	PAPE MATERIAL HANDLING, INC	00439886	1060238	LABOR #3142	Automotive Services	363.00
02/28/2019	PAPE MATERIAL HANDLING, INC	00439886	1060238	PARTS #3142	Automotive Services	40.43
Total for Payment No.:						403.43

**Payment No: 631754**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	PETERSON TRACTOR CO	00440015	PC001643664	SOLENOID V# 2834	Automotive Services	111.52
				Total for Payment No.:		111.52

**Payment No: 631755**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	PETERSON TRUCKS	00440012	404947P	FILTERS STOCK	Automotive Services	610.42
02/28/2019	PETERSON TRUCKS	00440013	405003P	TIE DOWN STRAPS V# 3200	Automotive Services	26.57
				Total for Payment No.:		636.99

**Payment No: 631756**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	PG&E	00439944	0007813265-1	COO NONRULE 2 LES/230KV FEB19	Electric Utility	3,231.16
02/28/2019	PG&E	00439947	0007813264-4	COO 115KV NRS (TFA) FEB19	Electric Utility	6,600.59
				Total for Payment No.:		9,831.75

**Payment No: 631757**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	PINE CONE LUMBER CO	00440055	796400	3/4" 4X8 CDX	General Fund	272.60
				Total for Payment No.:		272.60

**Payment No: 631758**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	PRINTS CHARLES REPROGRAPHICS	00440046	87824	Prints - Homeridge Park Plans	Parks And Recreation	308.20
02/28/2019	PRINTS CHARLES REPROGRAPHICS	00440406	87187	CE18-19-05 FTP FILES	Streets And Highways	76.30
				Total for Payment No.:		384.50

**Payment No: 631759**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	PROFESSIONAL METERS, INC	00440129	171021.10	AMI METER INSTALLATION	Electric Utility Construction	71,042.90
				Total for Payment No.:		71,042.90

**Payment No: 631760**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	PURETEC INDUSTRIAL WATER	00439721	1688759	COG WTR VESSEL EXCHANGE JAN19	Electric Utility	894.68
02/28/2019	PURETEC INDUSTRIAL WATER	00439721	1688759	COG QTRLY RENT 2/1/19-4/30/19	Electric Utility	547.88
02/28/2019	PURETEC INDUSTRIAL WATER	00439721	1688759	COG MAINT SRV LABOR JAN19	Electric Utility	691.60
02/28/2019	PURETEC INDUSTRIAL WATER	00439721	1688759	COG WTR VESSEL EX JAN19 (TAX)	Electric Utility	102.74
02/28/2019	PURETEC INDUSTRIAL WATER	00439722	1693696	DVR WATER VESSEL EXCH AUG18	Electric Utility	1,787.46
02/28/2019	PURETEC INDUSTRIAL WATER	00439722	1693696	DVR WATER VESSEL RENT DEC18	Electric Utility	662.03
02/28/2019	PURETEC INDUSTRIAL WATER	00439722	1693696	FUEL SURCHARGE	Electric Utility	15.00
02/28/2019	PURETEC INDUSTRIAL WATER	00439723	1697028	FUEL SURCHARGE	Electric Utility	15.00
02/28/2019	PURETEC INDUSTRIAL WATER	00439723	1697028	DVR MOBILE TRAILER 53' 2/1/19	Electric Utility	6,480.00
02/28/2019	PURETEC INDUSTRIAL WATER	00439723	1697028	ROUND TRIP MILEAGE	Electric Utility	800.00
02/28/2019	PURETEC INDUSTRIAL WATER	00439724	1695140	GIA QTRLY RENT 2/1/19-4/30/19	Electric Utility	365.25
				Total for Payment No.:		12,361.64

**Payment No: 631761**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	R & B CO	00440523	S1805616.001	CLAMP, FULL CIRCLE, 8" x 22-1/	Water Utility	5,950.96
02/28/2019	R & B CO	00440523	S1805616.001	CLAMP, FULL CIRCLE, 8" x 15",	Water Utility	904.16
				Total for Payment No.:		6,855.12

**Payment No: 631762**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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02/28/2019	R3 CONSULTING GROUP, INC.	00439811	9027	NEF Hauler Audit No. 2	General Fund	2,927.50
02/28/2019	R3 CONSULTING GROUP, INC.	00440325	9011	EXCLUSIVE FRANCHISE AGREEMENT	Solid Waste Program	20,502.50
				Total for Payment No.:		23,430.00

**Payment No: 631763**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	REED & GRAHAM INC	00439818	938797	Shafer Trench	General Fund	1,508.12
02/28/2019	REED & GRAHAM INC	00439820	938904	Shafer Trench	General Fund	1,759.34
02/28/2019	REED & GRAHAM INC	00440002	939184	Shafer Trench	General Fund	2,069.58
02/28/2019	REED & GRAHAM INC	00440004	939250	Shafer Trench Permits	General Fund	2,163.69
02/28/2019	REED & GRAHAM INC	00440206	939364	Specpatch cold mix	General Fund	1,966.50
02/28/2019	REED & GRAHAM INC	00440207	939401	Shafer Trench	General Fund	2,162.89
02/28/2019	REED & GRAHAM INC	00440317	939497	Recon-Pruneridge@Kiely	General Fund	2,285.71
				Total for Payment No.:		13,915.83

**Payment No: 631764**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	REGENTS OF THE UNIV OF CALIF	00439845	2018-2019	CLTC AFFILIATE OCT18-SEP19	Elec OperatingGrant Trust Fund	10,000.00
				Total for Payment No.:		10,000.00

**Payment No: 631765**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	ROBERT E. VAN HEUIT	00440327	1079	AMENDMENT NO. 3 INCREASE PO BY	Expendable Trust Funds	11,665.13
				Total for Payment No.:		11,665.13

**Payment No: 631766**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	ROTO-ROOTER SERVICES COMPANY	00439848	19320748054	LABOR 881 SEWER PIPE CLEANOUT	Electric Utility	650.00

02/28/2019	ROTO-ROOTER SERVICES COMPANY	00439848	19320748054	PARTS 881 SEWER PIPE CLEANOUT	Construction	
					Electric Utility	139.84
					Construction	
				Total for Payment No.:		789.84

**Payment No: 631767**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	ROYAL BRASS INC	00439763	887108-001	1/2X3/8 PTR-S PIPE THREAD RED	Electric Utility	2.64
02/28/2019	ROYAL BRASS INC	00439763	887108-001	8-1/2 F5OF-S	Electric Utility	8.55
02/28/2019	ROYAL BRASS INC	00439763	887108-001	INBOUND FRT IS	Electric Utility	3.43
02/28/2019	ROYAL BRASS INC	00439763	887108-001	BODY ASSEMBLY	Electric Utility	80.46
02/28/2019	ROYAL BRASS INC	00439763	887108-001	NOSE PIECE ASSE	Electric Utility	32.74
02/28/2019	ROYAL BRASS INC	00439763	887108-001	1/2"TEFLON TAPE	Electric Utility	1.72
02/28/2019	ROYAL BRASS INC	00440016	887823-001	PARTS #3258	Automotive Services	38.61
				Total for Payment No.:		168.15

**Payment No: 631768**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	SAN DIEGO POLICE EQUIPMENT CO	00440230	636246	SIMunition Order	General Fund	7,075.54
				Total for Payment No.:		7,075.54

**Payment No: 631769**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	SAN JOSE BMW	00440011	257695	LABOR DIAGNOSTIC #3313	Automotive Services	75.00
				Total for Payment No.:		75.00

**Payment No: 631770**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	SANTA CLARA LIGHTING, INC.	00440072	13846	42W SPRINGLAMP	General Fund	183.56



Total for Payment No.: 183.56

**Payment No: 631771**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	SANTA CLARA WEEKLY	00440294	1242954	INVITING BIDS CONTRACT 2421	Electric Utility Construction	1,944.00
02/28/2019	SANTA CLARA WEEKLY	00440295	1242955	INVITING BIDS CONTRACT 2124	Electric Utility Construction	1,848.00
Total for Payment No.:						3,792.00

**Payment No: 631772**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	SANTA CLARA WINDUSTRIAL CO	00438325	67934801	Graffiti	General Fund	474.28
02/28/2019	SANTA CLARA WINDUSTRIAL CO	00440436	679595 01	PARTS & SUPPLIES	Water Utility	30.54
Total for Payment No.:						504.82

**Payment No: 631773**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	SCS ENGINEERS	00440318	0343143	Solid Waste Consulting	Solid Waste Program	590.00
Total for Payment No.:						590.00

**Payment No: 631774**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	SGS TESTCOM	00440398	62309833	13 INSPECTIONS-JAN 2019	Automotive Services	14.09
Total for Payment No.:						14.09

**Payment No: 631775**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	SHRED-IT USA LLC	00440576	8126587636	INFORMATION TECHNOLOGY	General Fund	189.91

02/28/2019	SHRED-IT USA LLC	00440576	8126587636	CCO - RECORDS CENTER	General Fund	94.89
02/28/2019	SHRED-IT USA LLC	00440576	8126587636	CITY ATTORNEY'S OFFICE	General Fund	34.76
02/28/2019	SHRED-IT USA LLC	00440576	8126587636	FINANCE - ACCOUNTING SERVICES	General Fund	189.91
02/28/2019	SHRED-IT USA LLC	00440576	8126587636	FINANCE - MUNICIPAL SERVICES	General Fund	94.95
02/28/2019	SHRED-IT USA LLC	00440576	8126587636	HOUSING	General Fund	94.95
02/28/2019	SHRED-IT USA LLC	00440576	8126587636	HUMAN RESOURCES	General Fund	94.95
				Total for Payment No.:		794.32

**Payment No: 631776**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	SOFTWAREONE	00439942	US-PSI-761726	AZURE OVERAGES-1/1/18-11/30/18	General Fund	468.86
				Total for Payment No.:		468.86

**Payment No: 631777**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	SPX FLOW US, LLC	00440323	92576470	PN# V364083 - VARISEAL, GS/SD	Electric Utility	2,181.34
02/28/2019	SPX FLOW US, LLC	00440323	92576470	PN# V286713 - TRIM GASKET	Electric Utility	55.61
02/28/2019	SPX FLOW US, LLC	00440323	92576470	PN# V195964 - DIAPHRAGM	Electric Utility	1,433.39
02/28/2019	SPX FLOW US, LLC	00440323	92576470	PN# V286653 - BODY/BONNET GASK	Electric Utility	321.41
02/28/2019	SPX FLOW US, LLC	00440323	92576470	PN# V286709 - TRIM GASKET	Electric Utility	84.06
02/28/2019	SPX FLOW US, LLC	00440323	92576470	PN# V286660 - TRIM GASKET	Electric Utility	543.85
02/28/2019	SPX FLOW US, LLC	00440323	92576470	PN# V364095 - VARISEAL RETAINE	Electric Utility	3,646.49
02/28/2019	SPX FLOW US, LLC	00440323	92576470	PN# V269015 - PISTON RINGS	Electric Utility	4,729.52
02/28/2019	SPX FLOW US, LLC	00440512	92576475	PN# V372742425108 - SPRAY TUBE	Electric Utility	21,699.48
				Total for Payment No.:		34,695.15

**Payment No: 631778**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	STEVE SWANSON	00440521	18440FEB2019	REIMB FOR HDMI CABLES	Fire Department	128.54

Total for Payment No.: 128.54

**Payment No: 631779**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	SUNE W12DG-C, LLC	00439766	CA-12-0396-2	ENERGY PURCH (SOLAR) JAN19	Electric Utility	4,945.05
Total for Payment No.:						4,945.05

**Payment No: 631780**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	SUNNYVALE FORD	00439786	141512FOW	PARTS- STOCK	Automotive Services	1,667.11
02/28/2019	SUNNYVALE FORD	00439787	141719FOW	PARTS - VEH # 3053	Automotive Services	270.36
Total for Payment No.:						1,937.47

**Payment No: 631781**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	SWA SERVICES GROUP	00440331	20470	JANITORIAL SERVICES ISC AND SP	General Fund	3,520.27
Total for Payment No.:						3,520.27

**Payment No: 631782**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	SYN-TECH SYSTEMS INC	00439767	183442	ENCODER ASSEMBLY	Automotive Services	694.65
Total for Payment No.:						694.65

**Payment No: 631783**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	SYSTEM OPERATIONS SUCCESS INTL	00440101	1122124	AIREFARE FOR JAN19 VISIT	Electric Utility	2,330.09
02/28/2019	SYSTEM OPERATIONS SUCCESS INTL	00440101	1122124	HOTEL FOR JAN19 VISIT	Electric Utility	3,457.68
02/28/2019	SYSTEM OPERATIONS SUCCESS INTL	00440101	1122124	CAR RENTAL/TRANSPORT TO AIRPOR	Electric Utility	352.06

02/28/2019	SYSTEM OPERATIONS SUCCESS INTL	00440101	1122124	2019 MANAGED TRAINING HRSJAN19	Electric Utility	24,675.00
02/28/2019	SYSTEM OPERATIONS SUCCESS INTL	00440101	1122124	TRAVEL TIME FOR ONSITE VISIT	Electric Utility	2,800.00
				Total for Payment No.:		33,614.83

**Payment No: 631784**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	TARGET SPECIALTY PRODUCTS INC	00440089	PI0922490	TURFLON ESTER	General Fund	774.81
				Total for Payment No.:		774.81

**Payment No: 631785**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	TECH AIR OF NORTHERN CA, LLC	00440333	04637069	MEDICAL OXYGEN ST. 1	General Fund	146.06
02/28/2019	TECH AIR OF NORTHERN CA, LLC	00440344	04637071	MEDICAL OXYGEN ST. 6	General Fund	106.38
02/28/2019	TECH AIR OF NORTHERN CA, LLC	00440345	04637070	MEDICAL OXYGEN ST. 3	General Fund	86.55
				Total for Payment No.:		338.99

**Payment No: 631786**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	TESLA ENERGY OPERATIONS	00440290	R218-RPV-140	PV REB 79826-1 H. NAJAR	Elec OperatingGrant Trust Fund	3,253.00
02/28/2019	TESLA ENERGY OPERATIONS	00440290	R218-RPV-140	PV REB REIM PERMIT FEE 79826-1	Elec OperatingGrant Trust Fund	150.00
				Total for Payment No.:		3,403.00

**Payment No: 631787**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	THOMSON REUTERS WEST	00440242	839804922	Juvenile Laws	General Fund	444.72
				Total for Payment No.:		444.72

**Payment No: 631788**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	TJH2B ANALYTICAL SERVICES INC	00440019	19-134415	VARIOUS ANALYSIS @ SUBSTATIONS	Electric Utility	3,230.00
				Total for Payment No.:		3,230.00

**Payment No: 631789**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	TRANSCANADA TURBINES INC	00440437	1011863	PN# 382A1379P0001 - SENSOR,FLA	Electric Utility	16,621.15
				Total for Payment No.:		16,621.15

**Payment No: 631790**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	TRANSCAT	00440439	1457756	PP0404-3 - Calibration without	Electric Utility	129.36
02/28/2019	TRANSCAT	00440439	1457756	PN# PP0401-3 - Calibration wit	Electric Utility	204.96
02/28/2019	TRANSCAT	00440439	1457756	PN# PP0101-3 - Calibration wit	Electric Utility	116.76
02/28/2019	TRANSCAT	00440439	1457756	PN# PP0404-3 - Calibration wit	Electric Utility	129.36
02/28/2019	TRANSCAT	00440439	1457756	SHIPPING TAXABLE	Electric Utility	44.61
02/28/2019	TRANSCAT	00440439	1457756	PN# PP0501-3 - Calibration wit	Electric Utility	204.96
02/28/2019	TRANSCAT	00440439	1457756	PN# PP0202-3 - Calibration wit	Electric Utility	129.36
02/28/2019	TRANSCAT	00440439	1457756	PN# PP0501-3 - Calibration wit	Electric Utility	409.92
02/28/2019	TRANSCAT	00440439	1457756	PN# PP0303-3 - Calibration wit	Electric Utility	129.36
02/28/2019	TRANSCAT	00440439	1457756	PN# PP0401-3 - Calibration wit	Electric Utility	204.96
				Total for Payment No.:		1,703.61

**Payment No: 631791**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	TRB AND ASSOCIATES, INC.	00440530	2631	AMENMENT NO. 2 - APPROVED BY C	General Fund	8,817.50
				Total for Payment No.:		8,817.50

**Payment No: 631792**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	UNIFIRST CORPORATION	00439753	385 0323704	NEW CLOTHES PHILIP ESQUEDA	Electric Utility	14.17
02/28/2019	UNIFIRST CORPORATION	00439753	385 0323704	GARMENT RENT/CLEANING SVC CH	Electric Utility	175.78
02/28/2019	UNIFIRST CORPORATION	00439754	385 0323615	DELIVERY FEE SVP	Electric Utility	10.00
02/28/2019	UNIFIRST CORPORATION	00439754	385 0323615	GARMENT RENTAL/CLEANING SVP IT	Electric Utility	41.28
02/28/2019	UNIFIRST CORPORATION	00439755	385 0323618	GARMENT RENTAL/CLEANING 881ENG	Electric Utility	92.81
02/28/2019	UNIFIRST CORPORATION	00439756	385 0323614	GARMENT RENT/CLEAN SVCS DVR	Electric Utility	666.34
02/28/2019	UNIFIRST CORPORATION	00439756	385 0323614	NEW CLOTHES JAIME CONTRERAS	Electric Utility	134.88
02/28/2019	UNIFIRST CORPORATION	00440126	385 0324501	DELIVERY FEE SVP	Electric Utility	10.00
02/28/2019	UNIFIRST CORPORATION	00440126	385 0324501	GARMENT RENTAL/CLEANING SVP IT	Electric Utility	41.28
02/28/2019	UNIFIRST CORPORATION	00440127	385 0324504	GARMENT RENTAL/CLEANING 881ENG	Electric Utility	92.81
02/28/2019	UNIFIRST CORPORATION	00440128	385 0324500	GARMENT RENT/CLEAN SVCS DVR	Electric Utility	636.34
02/28/2019	UNIFIRST CORPORATION	00440178	385 0324587	LOST CLOTHES J. ROUKEMA	Electric Utility	117.78
02/28/2019	UNIFIRST CORPORATION	00440178	385 0324587	GARMENT RENT/CLEANING SVC CH	Electric Utility	138.92
02/28/2019	UNIFIRST CORPORATION	00440178	385 0324587	LOST CLOTHES F. LAIGO	Electric Utility	41.35
02/28/2019	UNIFIRST CORPORATION	00440298	385 0324507	GARMENT RENT/CLEAN SVCS SUB	Electric Utility	644.73
02/28/2019	UNIFIRST CORPORATION	00440298	385 0324507	LOST CLOTHING S.POPIEL	Electric Utility	67.01
02/28/2019	UNIFIRST CORPORATION	00440299	385 0325371	GARMENT RENT/CLEAN SVCS SUB	Electric Utility	644.73
02/28/2019	UNIFIRST CORPORATION	00440300	385 0324502	GARMENT RENTAL/CLEANING T&D	Electric Utility	1,070.48
02/28/2019	UNIFIRST CORPORATION	00440301	385 0325366	GARMENT RENTAL/CLEANING T&D	Electric Utility	1,072.48
02/28/2019	UNIFIRST CORPORATION	00440301	385 0325366	NEW CLOTHES GABRIEL SOSA	Electric Utility	26.97
02/28/2019	UNIFIRST CORPORATION	00440302	385 0325372	GARMENT RENT/CLEAN SVCS AD1705	Electric Utility	83.93
02/28/2019	UNIFIRST CORPORATION	00440303	385 0324508	GARMENT RENT/CLEAN SVCS AD1705	Electric Utility	83.93
02/28/2019	UNIFIRST CORPORATION	00440340	385 0325365	GARMENT RENTAL/CLEANING SVP IT	Electric Utility	41.28
02/28/2019	UNIFIRST CORPORATION	00440340	385 0325365	DELIVERY FEE SVP	Electric Utility	10.00
02/28/2019	UNIFIRST CORPORATION	00440341	385 0325368	GARMENT RENTAL/CLEANING 881ENG	Electric Utility	92.81
02/28/2019	UNIFIRST CORPORATION	00440343	385 0325364	GARMENT RENT/CLEAN SVCS DVR	Electric Utility	636.34
02/28/2019	UNIFIRST CORPORATION	00440356	385 0325452	GARMENT RENT/CLEANING SVC CH	Electric Utility	132.52
				Total for Payment No.:		6,820.95

**Payment No: 631793**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	UNIQUE TOWING	00440390	00014086	TOW TAG 112965	General Fund	107.50
				Total for Payment No.:		107.50

**Payment No: 631794**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	UNITED PARCEL SERVICE	00440393	00009882E5069A	ENGINEERING DESIGN	General Fund	27.43
02/28/2019	UNITED PARCEL SERVICE	00440393	00009882E5069A	CITY CLERK	General Fund	29.00
				Total for Payment No.:		56.43

**Payment No: 631795**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	UNITED SITE SERVICES INC	00439924	114-7996869	RESTROOM RENT@HOM1/30-2/26/19	Electric Utility	10.90
02/28/2019	UNITED SITE SERVICES INC	00439924	114-7996869	WKLY RSTRM SRV@HOM1/30-2/26/19	Electric Utility	62.15
02/28/2019	UNITED SITE SERVICES INC	00439924	114-7996869	DELIVERY AND SET UP	Electric Utility	54.50
02/28/2019	UNITED SITE SERVICES INC	00439924	114-7996869	ENVIRONMENTAL FEE	Electric Utility	13.14
02/28/2019	UNITED SITE SERVICES INC	00439925	114-7990113	ENVIRONMENTAL FEE	Electric Utility	6.99
02/28/2019	UNITED SITE SERVICES INC	00439925	114-7990113	2 SINKS @ JUL 1/29-2/25/19	Electric Utility	10.91
02/28/2019	UNITED SITE SERVICES INC	00439925	114-7990113	WKLY SRV @ JUL 1/29-2/25/19	Electric Utility	55.00
02/28/2019	UNITED SITE SERVICES INC	00439926	114-7990114	2 SINKS @ MAT 1/29-2/25/19	Electric Utility	10.91
02/28/2019	UNITED SITE SERVICES INC	00439926	114-7990114	WKLY SVC @ MAT 1/29-2/25/19	Electric Utility	55.00
02/28/2019	UNITED SITE SERVICES INC	00439926	114-7990114	ENVIRONMENTAL FEE	Electric Utility	6.99
02/28/2019	UNITED SITE SERVICES INC	00439927	114-7987824	ENVIRONMENTAL FEE	Electric Utility	6.99
02/28/2019	UNITED SITE SERVICES INC	00439927	114-7987824	2 SINKS @ NRS 1/28/-2-24/19	Electric Utility	10.91
02/28/2019	UNITED SITE SERVICES INC	00439927	114-7987824	WKLY SVC @ NRS 1/28/-2-24/19	Electric Utility	55.00
				Total for Payment No.:		359.39

**Payment No: 631796**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	UNIVAR USA INC	00439729	SJ925116	DVR CHEM DEL SOD HYP 2/4/19	Electric Utility	1,278.53
02/28/2019	UNIVAR USA INC	00439729	SJ925116	CALIFORNIA MILL FEE	Electric Utility	27.81
02/28/2019	UNIVAR USA INC	00439932	SJ925672	DVR CHEM DEL SUL ACID 02/08/19	Electric Utility	6,518.83
02/28/2019	UNIVAR USA INC	00440174	SJ926053	DVR CHEM DEL SOD HYP 2/11/19	Electric Utility	559.36
02/28/2019	UNIVAR USA INC	00440174	SJ926053	CALIFORNIA MILL FEE	Electric Utility	12.16
				Total for Payment No.:		8,396.69

**Payment No: 631797**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	VALLEY OIL CO	00440021	961331	UNLEADED TANK 61 FIRE STN 1	Automotive Services	2,414.32
				Total for Payment No.:		2,414.32

**Payment No: 631798**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	VALLEY POWER SYSTEMS INC	00440403	K54578	ANNUAL SVC #3446	Automotive Services	1,200.00
02/28/2019	VALLEY POWER SYSTEMS INC	00440405	K54678	LABOR #2753	Automotive Services	1,210.00
02/28/2019	VALLEY POWER SYSTEMS INC	00440407	K54522RB	ANNUAL SVC #1656	Automotive Services	920.00
				Total for Payment No.:		3,330.00

**Payment No: 631799**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	WASHINGTON TRUST BANK	00440249	3024FEB2019	MAINT ANALYSIS FEE JAN2019	General Fund	21.89
				Total for Payment No.:		21.89

**Payment No: 631800**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	WESCO DISTRIBUTION INC	00439936	305491	POST 4X7 PREM BOLLARD THREAD	Electric Utility	157.45
				Total for Payment No.:		157.45



**Payment No: 631801**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	WEST COAST ARBORISTS INC	00440208	142824-A	Tree Pruning Agreement	General Fund	2,640.00
02/28/2019	WEST COAST ARBORISTS INC	00440209	143874-A	Tree Pruning Agreement	General Fund	720.00
				Total for Payment No.:		3,360.00

**Payment No: 631802**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	WEST COAST CODE CONSULTANTS INC	00440377	218-012-004-01	Contract Services Plan Review	General Fund	6,160.00
				Total for Payment No.:		6,160.00

**Payment No: 631803**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	WRA, INC.	00440319	23001-1-35051	Westside Basin Desilting	Storm Drain	7,228.00
				Total for Payment No.:		7,228.00

**Payment No: 631804**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	YANG, LINLIN	00440288	R218-RPV-125	PV REB 79827-1	Elec OperatingGrant Trust Fund	2,583.00
02/28/2019	YANG, LINLIN	00440288	R218-RPV-125	PV REB REIM PERMIT FEE 79827-1	Elec OperatingGrant Trust Fund	150.00
				Total for Payment No.:		2,733.00

**Payment No: 631805**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/28/2019	YWCA OF SILICON VALLEY	00440528	YWCA-18-001	YWCA of SILICON VALLEY - SERVI	H.U.D Capital Projects	2,790.21
				Total for Payment No.:		2,790.21

Overall Total

1,589,879.20

City of Santa Clara Finance Department  
Accounting Services

Supplement to Bills & Claims  
Expenditures Paid by Wire Transfer  
For the Period of February 15th, 2019 through February 28th, 2019

\$	1,921,962.95	EDF Trading North America LLC--Gas Purchases DVR/Cogen/Jan-19
	1,864,530.50	Tri-Dam Project - Purchase of Hydroelectric Jan 2019
	1,456,496.25	MSR Energy Authority-Gas Purchase-DVR/Cogen Jan-19
	1,449,489.34	City of San Jose--Oct 2018-Dec 2018 Wholesale RCW Sales; 2Q FY2018-19 Wholesale RCW Sales
	842,263.78	M-S-R Public Power Agency--Big Horn Wind Project Energy--Jan 2019
	476,646.70	San Francisco Public Utilities Commission--Water Purchases
	453,258.26	Tri-Dam Power Authority - Purchase of Hydroelectric Jan 2019
	339,725.78	Manzana Wind LLC--Purchase of Energy (Wind Generated)-Jan 2019
	301,934.40	Recurrent Energy Rosamond One LLC--Purchase of Energy (Solar Generated) Jan 2019
	175,071.00	M-S-R Public Power Agency--Big Horn Wind Project Shaping Fee--Jan 2019
	42,800.00	Shell Energy North America--Net Purchase/Sale of Capacity-Jan 2019
	37,400.00	Korn Ferry - Recruitment for City Staff
	36,300.00	Korn Ferry - Recruitment for City Staff

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\$	9,397,878.96
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## Agenda Report

19-1659

Agenda Date: 3/26/2019

### REPORT TO COUNCIL

#### SUBJECT

Action on the Santa Clara Convention Center 2<sup>nd</sup> Quarter Financial Status Report

#### BACKGROUND

The Santa Clara Convention Center Financial Status Report for the second quarter ending December 31, 2018 provides current information on the business activities of the Santa Clara Convention Center (SCCC) under the management of the Chamber.

Staff is transmitting to the City Council the Chamber's SCCC status report for compliance with agreement terms and has not separately audited or validated the information.

#### DISCUSSION

Submitted for City Council consideration is the SCCC Financial Status Report for the second quarter ending December 31, 2018, as submitted by the Santa Clara Convention Center. This report is unaudited and therefore, subject to change. The delay in submitting this second quarterly report is due to working with the Convention Center staff to correct clerical errors in the submitted Financial Status Report.

It is important to note that during the second quarter of the current fiscal year, the financial performance at the Convention Center declined in comparison to the second quarter of the prior fiscal year. The current second quarter ended with a year to date (YTD) net operating income of \$550,321 compared to net income of \$825,888 in the prior year.

It should be noted that information included in prior quarterly reports such as room rental nights, convention attendees, and estimated revenues for convention center rental and Transient Occupancy Tax associated with CVB bookings is not included in this report. Further, this will be final report from the current operator as its contract ends on March 17, 2019. The first quarterly report from Spectra, the operator of the Convention Center, will be scheduled for Council review in August or September 2019.

#### ENVIRONMENTAL REVIEW

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

#### FISCAL IMPACT

The financial status of the Convention Center operation as reflected in the attached quarterly report is one of several aspects of the City's overall financial obligation related to the Convention Center. In

addition to the general management and day-to-day operation of the Convention Center as captured in the quarterly report, in FY 2018/19 the City budgeted funds for the Convention Center's Capital Improvement Program (CIP) in the amount of \$55,800; a contribution of \$706,591 into Maintenance District 183 (an agreement between the Convention Center, TechMart, and Hyatt for maintenance of the common area). The budgeted General Fund subsidy for the Convention Center program overall (i.e., Convention Center operation, CIP and Maintenance District) was \$561,751 for FY 2018/19. However, the actual General Fund subsidy for FY2018/19 is subject to change depending on the final net operating results and capital expenditures for the remainder of the fiscal year.

**PUBLIC CONTACT**

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

**RECOMMENDATION**

Note and file the Santa Clara Convention Center Financial Status Report for the second quarter ended December 31, 2018, as submitted by the Santa Clara Chamber of Commerce.

Reviewed by: Angela Kraetsch, Director of Finance

Approved by: Deanna J. Santana, City Manager

**ATTACHMENTS**

1. SCCC Activity Report for Fiscal Year 2018/19 Second Quarter



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# **SANTA CLARA CONVENTION CENTER FINANCIAL STATUS REPORT (Unaudited) Quarter Ending December 31, 2018**



**March 26, 2019**



## Overview

The Santa Clara Convention Center (SCCC) is strategically located in the heart of Silicon Valley, a prime location for conventions, trade shows, and exhibitions. The SCCC is minutes from hotels, restaurants, Levi's Stadium, Great America Theme Park, and many of the largest and most influential technology companies in the world, with easy access to freeways and Norman Y. Mineta San Jose International Airport and only 45 miles south of San Francisco.

The Convention Center features 100,000 square feet of exhibit space, a 22,400 square foot ballroom, 31 breakout rooms and a 607-seat theater and attracts over 350,000 visitors annually. The facility is an integral economic component to Santa Clara, generating economic benefits through attendee direct and indirect spending and sustaining over 500 local jobs.

For more information, please visit [santaclaraconventioncenter.org](http://santaclaraconventioncenter.org).



## Santa Clara Convention Center Fiscal Year 2018-19 2nd Quarter

**87,527**  
Total Attendance

**131**  
Total Events

**\$2,934,601**  
Total SCCC Revenue

**\$5,553,451**  
Direct Economic  
Impact generated from  
SCCC Events

Gross Estimated Economic Impact Second Quarter 2018-19				
Event Category	# of Events	Avg Event Days	Attendees	Estimated Total Revenue*
Banquet	21	1	14,810	\$ 999,780
Conventions	9	3	8,000	1,685,400
Meetings	82	1	39,217	2,382,590
Public Shows	15	1	18,500	149,745
Trade Shows	4	2	7,000	335,936
<b>TOTAL</b>	<b>131</b>	<b>2</b>	<b>87,527</b>	<b>\$ 5,553,451</b>

\* Includes space rental, food/beverage, audio visual, digital advertising and telecommunications



## 3rd Quarter Projection

Currently, 96 events with a total potential attendance of 103,700 are scheduled for the 3rd Quarter.

3rd Quarter 2018-19 Projection	
Events	96
Attendees	103,700

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## Financial Results

### Revenue

Revenue through the second quarter of 2018-19 was \$4,167,988 representing 54% of the overall annual budget for revenue. This is an increase in revenue of \$129,828 when compared to the prior year. This is due to a transfer in from the general fund resulting from an approved budget adjustment to cover the cost of additional contracts related to the convention center.

### Expenses

Expenses through the second quarter totaled \$3,617,617, representing 48% of the annual budget for expenses. This is an increase of \$405,459 when compared to the prior year. This is due to the increase in City Allocated contract costs of \$160,880, an increase in utilities of \$66,410, and increased payroll and benefit costs that were included in the approved budget.

### Net Income

The Convention Center ended the second quarter with an YTD income of \$550,321.

**SANTA CLARA CONVENTION CENTER**

Quarter Ending December 31, 2018

Santa Clara Convention Center Income Statement Comparisons									
	YTD for Quarter Ending December 31, 2018				YTD for Quarter Ending December 31, 2017				
	Annual Budget	YTD Actuals	Remaining Balance	% Used	Annual Budget	YTD Actuals	Remaining Balance	% Used	
<b>Revenues</b>									
Space Rental	\$ 3,100,000	\$ 1,819,536	\$ 1,280,464	59%	\$ 2,800,000	\$ 1,768,955	\$ 1,031,045	63%	
Event Revenue	482,000	271,496	210,504	56%	455,575	294,853	160,722	65%	
Audio-Visual	847,647	333,439	514,207	39%	927,052	338,262	588,790	36%	
Catering	2,650,000	1,101,376	1,548,624	42%	2,647,923	1,242,278	1,405,646	47%	
Telecommunications	330,000	336,136	(6,136)	102%	330,000	237,199	92,801	72%	
Other	244,020	306,004	(61,984)	125%	104,000	156,613	(52,613)	151%	
<b>Total Revenues</b>	<b>7,653,667</b>	<b>4,167,988</b>	<b>3,485,679</b>	<b>54%</b>	<b>7,264,551</b>	<b>4,038,160</b>	<b>3,226,390</b>	<b>56%</b>	
<b>Labor &amp; Operating Expenses</b>									
<b>Employee Related Expenses</b>									
Wages, Taxes & Insurance	4,327,177	2,085,492	2,241,684	48%	4,156,776	1,922,562	2,234,214	46%	
Benefits	1,270,739	554,851	715,888	44%	1,204,751	475,864	728,887	39%	
<b>Operating Expenses</b>									
Insurance	206,900	99,078	107,822	48%	197,376	91,243	106,133	46%	
Maintenance & Supplies	316,255	125,693	190,562	40%	229,721	78,807	150,914	34%	
Management Fee	-	-	-	-	145,291	72,644	72,647	50%	
Monthly Service Contracts	167,717	83,712	84,005	50%	146,923	70,860	76,063	48%	
Office & Legal	190,270	40,566	149,704	21%	229,930	104,593	125,337	45%	
Parking Fees & Rentals	25,000	8,286	16,714	33%	30,000	3,000	27,000	10%	
Utilities	819,266	424,735	394,531	52%	806,065	358,325	447,740	44%	
City Allocated Costs	155,020	195,255	(40,235)	126%	-	34,375	(34,375)		
<b>Total Labor &amp; Operating Exp.</b>	<b>7,478,344</b>	<b>3,617,667</b>	<b>3,860,677</b>	<b>48%</b>	<b>7,146,833</b>	<b>3,212,272</b>	<b>3,934,560</b>	<b>45%</b>	
<b>Net Income/(Loss)</b>	<b>\$ 175,323</b>	<b>\$ 550,321</b>	<b>\$ (374,998)</b>		<b>\$ 117,718</b>	<b>\$ 825,888</b>			

NOTE: Totals may not add due to rounding

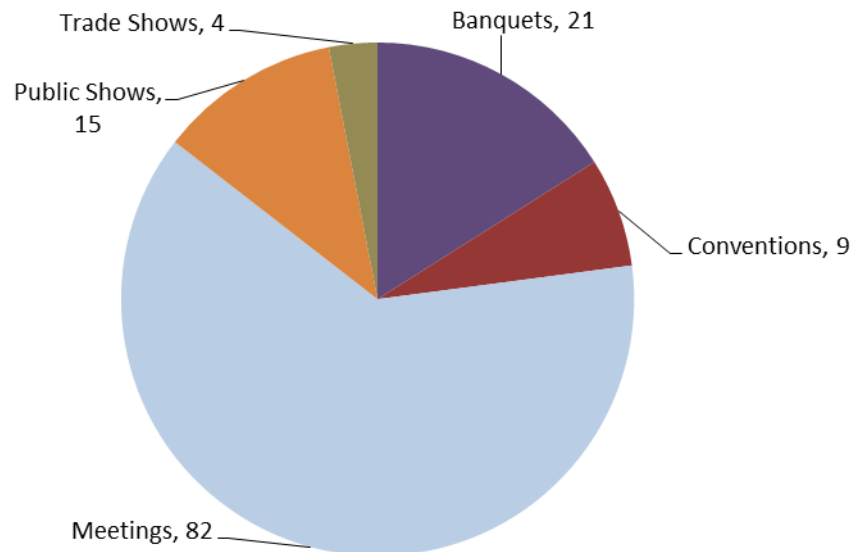
NOTE: City allocated costs is trending higher than budget due to additional contract costs that were approved for the convention center.

An additional appropriation of \$175,000 was approved by Council on February 5, 2019 and will be reflected in the quarter ended March 2019 report.

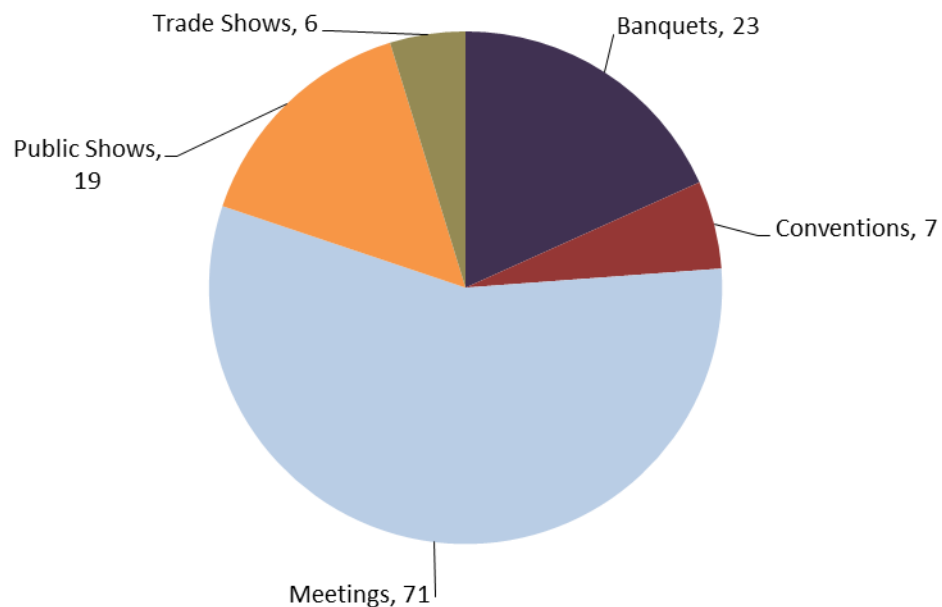
## Event Mix Statistics

Results	Q2 2018-19	Q2 2017-18
Number of Events	131	126
Number of Event Days	211	192
Attendance	87,527	95,388

### 2018-2019



### 2017-2018



## Revenue

General Fund sales tax and transient occupancy tax (TOT) collections result from the direct and indirect economic activity related to Convention Center events. In addition, other businesses in Santa Clara benefit from the influx of people coming into town to attend various events, resulting in additional sales tax collections.

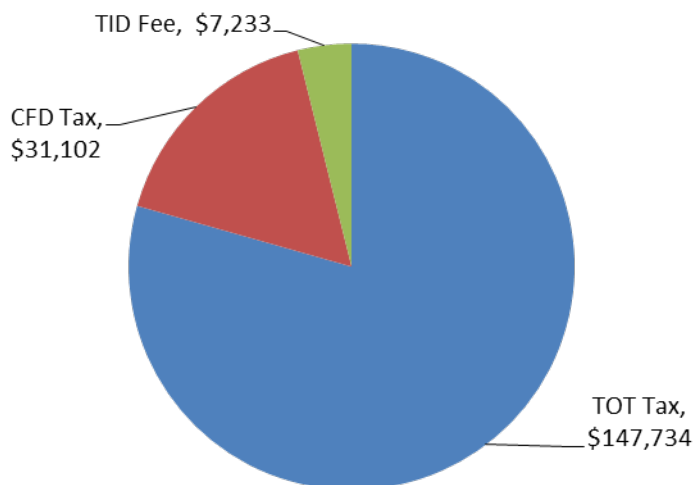
## Sales Tax Revenue

Sales generated from food and beverage, audio-visual and telecommunication sales are taxable, resulting in sales tax revenue for the City. The 2nd Quarter 2018-19 sales tax collections indicate that sales transactions at the Convention Center generated \$415,942 of sales tax revenue, with \$46,216 benefitting the General Fund.

## Hotel Revenue

During 2nd Quarter 2018-19, the events generated an estimated \$1,555,095 in Hotel Revenue. Due to the dissolution of the CVB, we were only able to provide room nights for events that had an offset in their contract. This is based on 7,233 room nights based on an Average Daily Rate of \$215.

Hotel Tax Revenue includes the Tourism Improvement District Fee (TID), Community Facilities District Tax (CFD), and Transient Occupancy Tax (TOT). Total Hotel Tax Revenue for the quarter was \$186,069.



## **2018-19 Capital Improvement Program Budget**

The Convention Center capital improvement program budget for fiscal year 2018-19 totals \$55,800. The following table provides a breakdown of the budget as of 2nd Quarter 2018-19.

Santa Clara Convention Center Capital Improvement Projects 2018-19				
Description	QTY	Annual Budget	Actual to Date	Budget Remaining
Design Study for Terrace	1	\$ 10,000	\$ -	\$ 10,000
Surveillance System Expansion/Upgrade	1	30,800	-	\$ 30,800
Chilled water and HVAC Design Study	1	15,000	-	\$ 15,000
TOTAL		\$ 55,800	\$ -	\$ 55,800





## Agenda Report

19-150

Agenda Date: 3/26/2019

### REPORT TO COUNCIL

#### SUBJECT

Action on Monthly Financial Status and Investment Reports for January 2019

#### BACKGROUND

In compliance with the Charter of the City of Santa Clara and the adopted Investment Policy, the following reports for January 2019 are submitted for your information. The financial review as of January 31, 2019 provides a year-to-date financial update to the City Council for the current fiscal year. Analysis of the revenues collected and all expenditures through January 31, 2019 measures the level of adherence to the established resource allocation plan and allows the City to monitor and project revenues and expenditures throughout the year.

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

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

#### DISCUSSION

##### Monthly Financial Status Report (Attachment 1)

The attached report summarizes the City's financial performances as of January 31, 2019. Financial analysis for the report is provided for the General Fund, select Special Revenue Funds, Enterprise Operating Funds, and Capital Improvement Funds.

With seven months or 58% of the fiscal year complete, General Fund revenues are trending higher than budget at 64%, largely due to an increase in building permit and planning fees received from a large commercial development (not discretionary General Fund dollars), and General Fund expenditures are at 56% of budget which is within budgeted expectations. Total revenues for Enterprise Funds (Electric, Water, Sewer, Cemetery, Solid Waste, and Water Recycling) are at 66% while total expenses are at 65%.

In the month of January, the City received \$25 in donations increasing the amount for the fiscal year to \$159,297.

**Monthly Investment Report (Attachment 2)**

All securities held by the City of Santa Clara as of January 31, 2019 were in compliance with the City's Investment Policy Statement regarding current market strategy and long-term goals and objectives. All securities held are rated "A" or higher by two nationally recognized rating agencies. There is adequate cash flow and maturity of investments to meet the City's needs for the next six months.

The City's investment strategy for January 2019 was to invest funds not required to meet current obligations, in securities listed in the prevailing Investment Policy Statement, with maturities not to exceed five years from the date of purchase. This strategy ensures safety of the City's funds, provides liquidity to meet the City's cash needs, and earns a reasonable portfolio return of 1.90%.

**ENVIRONMENTAL REVIEW**

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

**FISCAL IMPACT**

There is no fiscal impact related to this report.

**PUBLIC CONTACT**

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

**RECOMMENDATION**

Note and file the Monthly Financial Status and Investment Reports for January 2019 as presented.

Reviewed by: Angela Kraetsch, Director of Finance

Approved by: Deanna J. Santana, City Manager

**ATTACHMENTS**

1. Monthly Financial Status Report January 2019
2. Monthly Investment Report January 2019





# **City of Santa Clara**

The Center of What's Possible

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## **MONTHLY FINANCIAL STATUS REPORT**

**January 2019**

## Financial Status Report as of January 31, 2019

This report summarizes the City's financial performance for the month ended January 31, 2019. Financial analysis for the report is provided for the General Fund, select Special Revenue Funds, Enterprise Operating Funds, and Capital Improvement Funds. Financial information included in this report is unaudited.

### **General Fund**

The General Fund is the major operating fund for the City and includes multiple programs, services, and activities for the citizens of the City.

For fiscal year 2018-19, the City is projected to maintain a positive operating position. At the end of January 2019, revenues were approximately 5% ahead of budget; and expenditures were within budgetary expectations for this time of year.

The adopted budget for both operating revenues and expenditures for fiscal year 2018-19 is \$239.7 million. The amended budget for both has been revised to \$251.7 million respectively due to carryover appropriations from fiscal year 2017-18 and various budget amendments in the current fiscal year.

## Financial Status Report as of January 31, 2019

### General Fund Revenues

As of January 31, 2019, \$161.2 million or 64.1% of the General Fund estimated revenue had been received. Revenues in the General Fund as a whole are performing approximately 5% higher than the expected budgeted levels.

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

Function	FISCAL YEAR 2018-19				PY REVENUE COMPARISON		
	Adopted Budget	Amended Budget	Actual Through 1/31/2019	Percentage Received	Actual Through 1/31/2018	\$ Change From Prior Year	Percentage Change
<b>TAXES</b>							
Sales Tax	\$ 56,530,000	\$ 56,530,000	\$ 35,666,029	63.09%	\$ 31,531,156	\$ 4,134,873	13.11%
Property Tax	60,300,000	60,300,000	32,719,160	54.26%	30,452,254	2,266,906	7.44%
Transient Occupancy Tax	21,000,000	21,000,000	14,423,727	68.68%	14,020,108	403,619	2.88%
Other Taxes	6,287,638	6,287,638	3,297,820	52.45%	3,499,027	(201,207)	-5.75%
<b>Total Taxes</b>	<b>144,117,638</b>	<b>144,117,638</b>	<b>86,106,736</b>	<b>59.75%</b>	<b>79,502,545</b>	<b>6,604,191</b>	<b>8.31%</b>
<b>LICENSES &amp; PERMITS</b>							
Business Licenses	3,065,000	3,065,000	540,043	17.62%	532,076	7,967	1.50%
Building Permits	4,500,000	4,500,000	5,026,958	111.71%	2,135,676	2,891,282	135.38%
Electric Permits	600,000	600,000	455,914	75.99%	210,876	245,038	116.20%
Plumbing Permits	500,000	500,000	378,248	75.65%	159,634	218,614	136.95%
Mechanical Permits	450,000	450,000	359,298	79.84%	140,839	218,459	155.11%
Miscellaneous Permits	63,000	63,000	63,062	100.10%	371,911	(308,849)	-83.04%
<b>Total Licenses &amp; Permits</b>	<b>9,178,000</b>	<b>9,178,000</b>	<b>6,823,523</b>	<b>74.35%</b>	<b>3,551,012</b>	<b>3,272,511</b>	<b>92.16%</b>
<b>FINES &amp; PENALTIES</b>	<b>1,580,500</b>	<b>1,580,500</b>	<b>1,127,133</b>	<b>71.31%</b>	<b>1,088,347</b>	<b>38,786</b>	<b>3.56%</b>
<b>INTERGOVERNMENTAL</b>	<b>702,000</b>	<b>766,800</b>	<b>1,646,282</b>	<b>214.70%</b>	<b>3,903,870</b>	<b>(2,257,588)</b>	<b>-57.83%</b>
<b>CHARGES FOR SERVICES</b>	<b>34,447,858</b>	<b>34,447,858</b>	<b>24,821,530</b>	<b>72.06%</b>	<b>21,940,143</b>	<b>2,881,387</b>	<b>13.13%</b>
<b>CONTRIBUTION IN LIEU</b>	<b>23,094,590</b>	<b>23,094,590</b>	<b>13,471,844</b>	<b>58.33%</b>	<b>12,636,110</b>	<b>835,734</b>	<b>6.61%</b>
<b>USE OF MONEY &amp; PROPERTY</b>							
Interest	4,000,000	4,000,000	2,610,983	65.27%	1,973,260	637,723	32.32%
Rent	7,831,522	7,845,587	4,759,979	60.67%	5,352,469	(592,490)	-11.07%
<b>Total Use of Money &amp; Property</b>	<b>11,831,522</b>	<b>11,845,587</b>	<b>7,370,962</b>	<b>62.23%</b>	<b>7,325,729</b>	<b>45,233</b>	<b>0.62%</b>
<b>MISCELLANEOUS REVENUES</b>	<b>757,308</b>	<b>857,308</b>	<b>358,446</b>	<b>41.81%</b>	<b>381,018</b>	<b>(22,572)</b>	<b>-5.92%</b>
<b>OTHER FINANCING SOURCES</b>							
Operating Transfer in - Storm Drain	1,447,000	1,447,000	1,447,000	100.00%	1,276,661	170,339	13.34%
Operating Transfer In - Reserves	3,029,538	3,816,125	3,816,125	100.00%	2,948,460	867,665	29.43%
Operating Transfer In - Fund Balances <sup>(1)</sup>		10,459,221	10,459,221	100.00%	5,033,801	5,425,420	107.78%
Operating Transfer In - Miscellaneous	54,250	54,250	54,250	100.00%	110,000	(55,750)	-50.68%
<b>Total Other Financing Sources</b>	<b>4,530,788</b>	<b>15,776,596</b>	<b>15,776,596</b>	<b>100.00%</b>	<b>9,368,922</b>	<b>6,407,674</b>	<b>68.39%</b>
<b>STADIUM OPERATION</b>							
Charges for Services	6,242,072	6,784,367	3,157,155	46.54%	-	3,157,155	N/A
Rent and Licensing	3,231,500	3,231,500	559,158	17.30%	-	559,158	N/A
<b>Total Stadium Operation</b>	<b>9,473,572</b>	<b>10,015,867</b>	<b>3,716,313</b>	<b>37.10%</b>	<b>-</b>	<b>3,716,313</b>	<b>N/A</b>
<b>TOTAL GENERAL FUND</b>	<b>\$ 239,713,776</b>	<b>\$ 251,680,744</b>	<b>\$ 161,219,365</b>	<b>64.06%</b>	<b>\$ 139,697,696</b>	<b>\$ 21,521,669</b>	<b>15.41%</b>

(1) The Operating Transfer In - Fund Balances is the rolled over encumbrances of open purchase orders as of June 30, 2018 and mid year budget amendment from reserves.

### General Fund Revenues

**Sales Tax:** The City of Santa Clara sales tax rate is 9% of which the City receives 1%. Seven months of local one percent of sales tax equaled \$35.7 million, which was approximately 4.8% higher than anticipated for this time of year.

**Property Tax:** The majority of property tax revenue is collected in December and April each year. Compared to the prior year, property tax increased 7.4%, which can be attributed to higher property values and an increase in development.

**Transient Occupancy Tax (TOT):** TOT is calculated as a percentage of City hotel/motel room charges. The City's current TOT rate is 9.5%. Seven months of TOT revenue reached \$14.4 million, and is trending ahead of estimated revenue.

**Other Taxes:** Includes franchise tax and documentary transfer tax. Both franchise tax and documentary transfer tax were slightly lower than budgeted level due to timing of receipt of revenues.

**Licenses & Permits:** Includes business licenses, building permits, and other building and planning permits and fees. Overall licenses and permits revenue are outperforming expectations due to \$2 million in permit and planning fees from a large commercial development within the City in October 2018.

**Fines & Penalties:** Includes vehicle, parking, court fines, and miscellaneous penalty fines. These revenues are trending higher than expected due to higher collection from traffic fines and past due charges of utility accounts.

**Intergovernmental:** Includes motor vehicle fees, state homeowner tax relief, state mandated reimbursement, and redistribution of land sale proceeds and ground leases from the Successor Agency. Current year Intergovernmental revenue exceeds expectation due to redistribution of property sale proceeds from the Successor Agency. The decrease of \$2.2 million from prior fiscal year was mainly due to the redistribution of \$2.3 million from the sale of Successor Agency Property (Hilton) in July 2017.

**Charges for Services:** Includes various plan check and zoning related fees, engineering fees, administrative fees, and community service revenue from various recreational activities. This revenue is trending ahead of budget for this time of year. As of January 31, 2019, planning and zoning fee was \$0.5 million ahead of budget and fire prevention fee was \$1.1 million ahead of budget.

**Contribution in Lieu:** In accordance with the City's charter, Silicon Valley Power pays 5% of gross revenues as contribution-in-lieu of taxes. These revenues provide funding for general government services such as public safety, public works, parks and recreation, library, and administration. The 6.6% increase from the comparable previous year is a result of the increase in Electric Utility revenues.

**Use of Money & Property:** Includes realized investment income and rental income. Both interest income and rent revenue are slightly ahead of budget.

**Miscellaneous Revenues:** Includes developer fees, donations, damage recovery, sale of scrap, and one time miscellaneous revenues. These revenues vary from year to year.

**Stadium Operation:** In order to provide more transparency, the revenues and expenditures related to Stadium operations are presented in one central location in the report instead of in individual departments as presented in the past. Stadium operating revenue is trending lower than budget due to timing, as a large portion of the budget is for performance rent that is not recorded until the end of March 2019.

### General Fund Expenditures

As of January 31, 2019, \$140.2 million or 55.7% of the General Fund operating budget had been expended. Expenditures in the General Fund as a whole are performing within the expected budgeted levels.

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

Function	FISCAL YEAR 2018-19				PY EXPENDITURES COMPARISON		
	Adopted Budget	Amended Budget	Actual Through 1/31/2019	Percentage Used	Actual Through 1/31/2018	\$ Change From Prior Year	Percentage Change
<b>GENERAL GOVERNMENT</b>							
Non-departmental	\$ 7,810,527	\$ 8,755,507	\$ 1,362,796	15.57%	\$ 987,232	\$ 375,564	38.04%
City Council	833,851	833,851	447,162	53.63%	417,215	29,947	7.18%
City Clerk	1,872,604	2,212,709	1,236,099	55.86%	752,721	483,378	64.22%
City Manager	5,747,949	7,067,736	3,402,165	48.14%	3,441,398	(39,233)	-1.14%
City Attorney	2,129,011	2,187,159	1,041,445	47.62%	948,747	92,698	9.77%
Human Resources	3,640,473	3,640,473	1,780,568	48.91%	1,867,063	(86,495)	-4.63%
Finance	11,734,247	12,050,165	6,856,559	56.90%	6,099,123	757,436	12.42%
Information Technology	11,165,807	13,127,860	5,452,173	41.53%	4,513,996	938,177	20.78%
<b>Total General Government</b>	<b>44,934,469</b>	<b>49,875,460</b>	<b>21,578,967</b>	<b>43.27%</b>	<b>19,027,495</b>	<b>2,551,472</b>	<b>13.41%</b>
<b>PUBLIC WORKS</b>	<b>25,446,506</b>	<b>25,709,627</b>	<b>14,514,256</b>	<b>56.45%</b>	<b>13,417,436</b>	<b>1,096,820</b>	<b>8.17%</b>
<b>COMMUNITY DEVELOPMENT</b>	<b>14,188,110</b>	<b>15,835,545</b>	<b>6,924,361</b>	<b>43.73%</b>	<b>6,234,316</b>	<b>690,045</b>	<b>11.07%</b>
<b>PARKS AND RECREATION</b>	<b>19,447,561</b>	<b>19,845,650</b>	<b>11,079,615</b>	<b>55.83%</b>	<b>9,956,569</b>	<b>1,123,046</b>	<b>11.28%</b>
<b>PUBLIC SAFETY</b>							
Fire	46,683,831	48,169,013	30,980,657	64.32%	27,794,406	3,186,251	11.46%
Police	68,446,889	68,678,193	38,200,937	55.62%	40,051,868	(1,850,931)	-4.62%
<b>Total Public Safety</b>	<b>115,130,720</b>	<b>116,847,206</b>	<b>69,181,594</b>	<b>59.21%</b>	<b>67,846,274</b>	<b>1,335,320</b>	<b>1.97%</b>
<b>LIBRARY</b>	<b>10,426,621</b>	<b>10,466,088</b>	<b>5,933,507</b>	<b>56.69%</b>	<b>5,613,925</b>	<b>319,582</b>	<b>5.69%</b>
<b>OTHER FINANCING USES</b>							
Operating Transfer Out - Special Revenue Funds	885,578	885,578	885,578	100.00%	853,540	32,038	3.75%
Operating Transfer Out - Rental income	-	14,065	14,065	100.00%	-	14,065	N/A
Operating Transfer Out - Debt Services	2,501,494	2,501,494	2,501,494	100.00%	2,504,721	(3,227)	-0.13%
Operating Transfer Out - Special Liability	-	2,200,000	2,200,000	100.00%	1,900,000	300,000	15.79%
Operating Transfer Out - Cemetery	618,081	618,081	618,081	100.00%	-	618,081	N/A
Operating Transfer Out- SCGTC/Convention Center	548,829	703,849	155,020	22.02%	-	155,020	N/A
Operating Transfer Out- CIP	-	50,000	50,000	100.00%	-	50,000	N/A
<b>Total Other Financing Uses</b>	<b>4,553,982</b>	<b>6,973,067</b>	<b>6,424,238</b>	<b>92.13%</b>	<b>5,258,261</b>	<b>1,165,977</b>	<b>22.17%</b>
<b>STADIUM OPERATION</b>	<b>5,585,806</b>	<b>6,128,101</b>	<b>4,556,630</b>	<b>74.36%</b>	<b>-</b>	<b>4,556,630</b>	<b>N/A</b>
<b>TOTAL GENERAL FUND</b>	<b>\$ 239,713,775</b>	<b>\$ 251,680,744</b>	<b>\$ 140,193,168</b>	<b>55.70%</b>	<b>\$ 127,354,276</b>	<b>\$ 12,838,892</b>	<b>10.08%</b>

### General Fund Expenditures

Below is an explanation of certain budget to actual expenditure variances by program. Other program expenditures not described below are trending as expected.

**Non-Departmental:** Includes expenditures that are not attributable to a single department but a function of the City in general. With 58.3% of the year complete, expenditures are at 15.6% of budget due to salaries and benefits savings from vacant positions, savings from budgeted contract services that have yet to begin, and savings from the Convention and Visitor's Bureau (CVB) budget allocation.

**Community Development:** Consists of three divisions: Planning, Building, and Housing and Community Services. Departmental expenditures were below budget due to lower contractual services expenditures.

**Operating Transfer Out – Santa Clara Gold & Tennis Center (SCGTC):** This transfer is to the SCGTC management company, American Golf, to reimburse them for the actual monthly expenses of operating the facility. This expenditure is at 22% of budget or three months of activity due to a delay in receiving financial reports from American Golf. The City continues to work with American Golf to obtain complete financial reports and accurately record the remaining month's activities.

# Financial Status Report as of January 31, 2019

## Special Revenue Funds

The table below is the summary of revenues and expenditures of select Special Revenue Funds as of January 31, 2019. The amended budget for both has been revised due to carryover appropriations from fiscal year 2017-18 and various budget amendments in the current fiscal year.

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

Fund Description	REVENUES - FISCAL YEAR 2018-19				PRIOR YEAR REVENUE COMPARISON		
	Adopted Budget	Amended Budget	Actual Through 1/31/2019	Percentage received	Actual Through 1/31/2018	\$ Change From Prior Year	Percent Change
Housing Authority Fund	\$ 260,000	\$ 281,998	\$ 145,619	51.64%	\$ 57,035	\$ 88,584	155.32%
City Affordable Housing Fund	696,703	1,089,854	86,157	7.91%	1,351,690	(1,265,533)	-93.63%
Housing Successor Fund	581,000	806,000	1,246,464	154.65%	1,122,536	123,928	11.04%
Housing and Urban Development	2,671,456	3,824,498	912,560	23.86%	705,884	206,676	29.28%
<b>TOTAL</b>	<b>\$ 4,209,159</b>	<b>\$ 6,002,350</b>	<b>\$ 2,390,800</b>	<b>39.83%</b>	<b>\$ 3,237,145</b>	<b>\$ (846,345)</b>	<b>-26.14%</b>

Fund Description	EXPENDITURES - FISCAL YEAR 2018-19				PRIOR YEAR EXPENDITURE COMPARISON		
	Adopted Budget	Amended Budget	Actual through 1/31/2019	Percentage Used	Actual through 1/31/2018	\$ Change From Prior Year	Percent Change
Housing Authority Fund	\$ 288,989	\$ 310,987	\$ 15,848	5.10%	\$ 30,384	\$ (14,536)	-47.84%
City Affordable Housing Fund	1,638,098	2,031,249	191,654	9.44%	211,837	(20,183)	-9.53%
Housing Successor Fund	688,327	913,327	243,048	26.61%	310,630	(67,582)	-21.76%
Housing and Urban Development	3,504,232	4,657,274	581,940	12.50%	640,179	(58,239)	-9.10%
<b>TOTAL</b>	<b>\$ 6,119,646</b>	<b>\$ 7,912,837</b>	<b>\$ 1,032,490</b>	<b>13.05%</b>	<b>\$ 1,193,030</b>	<b>\$ (160,540)</b>	<b>-13.46%</b>



### Governmental Capital Improvement Funds

The re-appropriation of prior year budget amounts “carryforwards” is necessary when services or projects are started but not completed at the end of fiscal year. This is especially true for the Capital Improvement Program (CIP) that typically spans several years.

The table below lists the total amended budget amount which consists of current year appropriations and prior year carryforwards in Governmental Capital Improvement Funds. The Street Beautification, Gas Tax, and Traffic Mitigation CIP funds have been combined with the Streets & Highways CIP fund beginning in fiscal year 2018-19.

### CITY OF SANTA CLARA GOVERNMENTAL CAPITAL IMPROVEMENT FUNDS SUMMARY OF EXPENDITURES

EXPENDITURES - FISCAL YEAR 2018-19					
Fund Description	Current Year Appropriation	Prior Year Carryforward	Total Amended Budget	Actual Through 1/31/2019	Percentage Used
Parks & Recreation	\$ 4,451,400	\$ 33,034,145	\$ 37,485,545	\$ 5,775,152	15.41%
Streets & Highways	32,882,791	13,769,073	46,651,864	6,432,972	13.79%
Storm Drain	1,995,000	2,183,435	4,178,435	200,777	4.81%
Fire	556,513	637,376	1,193,889	211,940	17.75%
Library	220,000	2,025,888	2,245,888	1,978,049	88.07%
Public Buildings	3,838,592	3,433,354	7,271,946	1,508,791	20.75%
General Gov't - Other	11,899,525	14,008,833	25,908,358	10,741,273	41.46%
<b>TOTAL</b>	<b>\$ 33,061,973</b>	<b>\$ 91,922,242</b>	<b>\$ 124,984,215</b>	<b>\$ 26,848,954</b>	<b>21.48%</b>

# Financial Status Report as of January 31, 2019

## Enterprise Funds

The tables below are a summary of revenues and expenses of Enterprise Operating Funds and summary of expenses of Enterprise Capital Improvement Funds as of January 31, 2019.

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

Fund Description	REVENUES - FISCAL YEAR 2018-19				PRIOR YEAR REVENUE COMPARISON		
	Adopted Budget	Amended Budget	Actual Through 1/31/2019	Percentage received	Actual Through 1/31/2018	\$ Change From Prior Year	Percent Change
Electric Utility Fund	\$ 450,091,800	\$ 451,141,192	\$ 310,641,752	68.86%	\$ 254,234,759	\$ 56,406,993	22.19%
Water Utility Fund	50,333,600	52,786,856	29,816,259	56.48%	28,595,057	1,221,202	4.27%
Sewer Utility Fund	41,742,075	41,799,661	23,867,577	57.10%	24,040,452	(172,875)	-0.72%
Cemetery Fund	600,150	600,685	335,973	55.93%	302,336	33,637	11.13%
Solid Waste Utility Fund	24,726,835	25,344,682	14,864,074	58.65%	13,539,618	1,324,456	9.78%
Water Recycling Fund	7,080,000	7,940,000	4,450,099	56.05%	3,338,571	1,111,528	33.29%
<b>TOTAL REVENUE</b>	<b>\$ 574,574,460</b>	<b>\$ 579,613,076</b>	<b>\$ 383,975,734</b>	<b>66.25%</b>	<b>\$ 324,050,793</b>	<b>\$ 59,924,941</b>	<b>18.49%</b>

Fund Description	EXPENSES - FISCAL YEAR 2018-19				PRIOR YEAR EXPENSE COMPARISON		
	Adopted Budget	Amended Budget	Actual through 1/31/2019	Percentage Used	Actual through 1/31/2018	\$ Change From Prior Year	Percent Change
Electric Utility Fund	\$ 421,626,016	\$ 421,932,329	\$ 284,403,907	67.41%	\$ 227,266,651	\$ 57,137,256	25.14%
Water Utility Fund	44,431,411	46,613,978	24,400,783	52.35%	19,645,578	4,755,205	24.20%
Sewer Utility Fund	26,014,588	26,072,174	17,505,236	67.14%	17,186,258	318,978	1.86%
Cemetery Fund	1,245,504	1,246,039	734,508	58.95%	594,917	139,591	23.46%
Solid Waste Utility Fund	24,346,883	25,215,730	12,377,135	49.08%	11,744,510	632,625	5.39%
Water Recycling Fund	4,934,172	5,794,172	3,322,481	57.34%	2,566,930	755,551	29.43%
<b>TOTAL - Operating Appropriations</b>	<b>\$ 522,598,574</b>	<b>\$ 526,874,422</b>	<b>\$ 342,744,050</b>	<b>65.05%</b>	<b>\$ 279,004,844</b>	<b>\$ 63,739,206</b>	<b>22.85%</b>

### CITY OF SANTA CLARA ENTERPRISE CAPITAL IMPROVEMENT FUNDS SUMMARY OF EXPENSES

Fund Description	EXPENSES - FISCAL YEAR 2018-19				
	Current Year Appropriation	Prior Year Carryforward	Total Amended Budget	Actual Through 1/31/2019	Percentage Used
Electric Utility Fund	\$ 43,680,854	\$ 96,448,368	\$ 140,129,222	\$ 11,807,936	8.43%
Street Lighting <sup>(1)</sup>	800,206	5,375,199	6,175,405	31,681	0.51%
Water Utility Fund	5,808,689	10,757,055	16,565,744	2,200,788	13.29%
Sewer Utility Fund	22,590,086	29,155,623	51,745,709	11,533,022	22.29%
Cemetery Fund	-	28,085	28,085	19,077	67.93%
Solid Waste Utility Fund	470,000	1,148,875	1,618,875	315,638	19.50%
Water Recycling Fund	50,000	277,217	327,217	-	0.00%
<b>TOTAL - CIP Appropriations</b>	<b>\$ 73,399,835</b>	<b>\$ 143,190,422</b>	<b>\$ 216,590,257</b>	<b>\$ 25,908,142</b>	<b>11.96%</b>

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

Below is an explanation of certain budget to actual revenue or expense variances by enterprise activity. Other enterprise revenues or expenses not described below are trending as expected.

**Electric Utility Fund:** Accounts for the activities of Silicon Valley Power (SVP). Revenue and expenses are trending higher than budget due to SVP issuing \$55 million 2018A Revenue Bonds in order to retire the balance of the 2008B Revenue Bonds on December 18, 2018. A request to approve a budget adjustment to record the proceeds of the 2018A debt issuance and the corresponding retirement of the 2008B bonds was approved by Council in March 2019. This adjustment will be reflected in the March 2019 financial status report.

**Sewer Utility Fund:** Accounts for the construction, operation, and maintenance of the sewer system within the City limits. Expenses were ahead of budget at January 31, 2019 due to timing of quarterly operating and maintenance payment to the Waste Water Facility with the City of San Jose.

### Fund Reserves

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

- Budget Stabilization Reserve is set aside for weathering economic downturns, emergency financial crisis, or disaster situations. The reserve target is equal to the expenditures of the City's General Fund operations for three months (90-day or 25% General Fund Adopted Operating Budget).
- Capital Projects Reserve earmarks funds for the Capital Improvement Program.

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

- Building Inspection Reserve is to account for surplus funds from user fees in the Community Development Department's Building Inspection Division, and is restricted to fund Building Division costs.
- Land Sale Reserve is net proceeds from the sale of City owned land, and is available to be appropriated for General Fund expenditures.
- The Electric Utility Reserve assures that rates were set properly and sufficient operating cash is available to ensure debt service coverage.
- The Replacement and Improvement Reserve in the Water and Sewer Utility Funds is for future capital improvement.
- The Water Conservation Reserve is to enhance water conservation activities in response to the drought.

The table below summarizes the reserve balances.

	GENERAL FUND	ELECTRIC	WATER	SEWER
Budget Stabilization Reserve	\$ 63,248,116			
Capital Projects Reserve	24,768,836			
Building Inspection Reserve	9,271,328			
Land Sale Reserve	21,229,741			
Rate Stabilization Fund Reserve		\$ 25,000,000		
Cost Reduction Fund Reserve		95,708,577		
DVR Power Plant Contracts Reserve		5,078,163		
Replacement & Improvement			\$ 303,090	\$ 1,507,553
Water Conservation			33,125	
<b>TOTALS</b>	<b>\$ 118,518,021</b>	<b>\$ 125,786,740</b>	<b>\$ 336,215</b>	<b>\$ 1,507,553</b>

# City of Santa Clara

## Financial Status Report as of January 31, 2019

### Long-Term Interfund Advances

The funds below have made advances which are not expected to be repaid within the next year.

DETAIL OF LONG TERM INTERFUND ADVANCE BALANCES:		
Fund Receiving Advance/Commitment	Fund Making Advance/Commitment	Amount of Advance/Commitment
Cemetery	General Fund	\$ 6,275,256
Santa Clara Golf & Tennis Club	General Fund	4,224,133
Parks and Recreation Facilities	General Fund	10,227,098
<b>TOTALS</b>		<b>\$ 20,726,487</b>

### Donations to the City of Santa Clara

Donations received by department during the month of January 2019, and for fiscal year 2018-19 are shown in the table below.

Department	January 2019	Fiscal Year 2018-19 Year To Date	Donor	Designated Use
Finance	\$ 25	\$ 125	Various	Utility Bill Assistance
Library		150,000	Library Foundation	Library Furnishings
Park & Recreation	-	537	Various	Various Parks & Rec programs
Police		7,000	Batton Foundation	Police K-9 program
Cemetery	-	1,635	Anonymous	Cemetery tree
<b>TOTALS</b>	<b>\$ 25</b>	<b>\$ 159,297</b>		



# **City of Santa Clara**

The Center of What's Possible

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## **MONTHLY INVESTMENT REPORT**

**January 2019**

# **City of Santa Clara**

## **Monthly Investment Report**

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**CITY OF SANTA CLARA  
SUMMARY OF INVESTMENT PORTFOLIO**

All securities held by the City of Santa Clara as of January 31, 2019 were in compliance with the City's Investment Policy Statement regarding current market strategy and long-term goals and objectives. All securities held are rated "A" or higher by two nationally recognized rating agencies. There is adequate cash flow and maturity of investments to meet the City's needs for the next six months.

The following table provides the breakdown of the total portfolio among the City, the Sports and Open Space Authority (SOSA), and the Housing Authority (HA) as of January 31, 2019.

	<b><u>BOOK VALUE</u></b>	<b><u>PERCENTAGE</u></b>
City	\$705,245,742	99.49%
SOSA	460,187	0.06%
HA	<u>3,152,713</u>	<u>0.45%</u>
Unrestricted	\$708,858,642	<u>100.00%</u>
Restricted Bond Proceeds	<u>2,099,608</u>	
Total Investments	<u>\$710,958,250</u>	

On January 31, 2019 the book value and market value of the City's unrestricted pooled cash portfolio were \$708,858,642 and \$704,378,845, respectively.

**Investment Strategy and Market Update**

The City's investment strategy for January 2019 was to invest funds not required to meet current obligations, in securities listed in the prevailing Investment Policy Statement, with maturities not to exceed five years from date of purchase. This strategy ensures safety of the City's funds, provides liquidity to meet the City's cash needs, and earns a reasonable portfolio return.

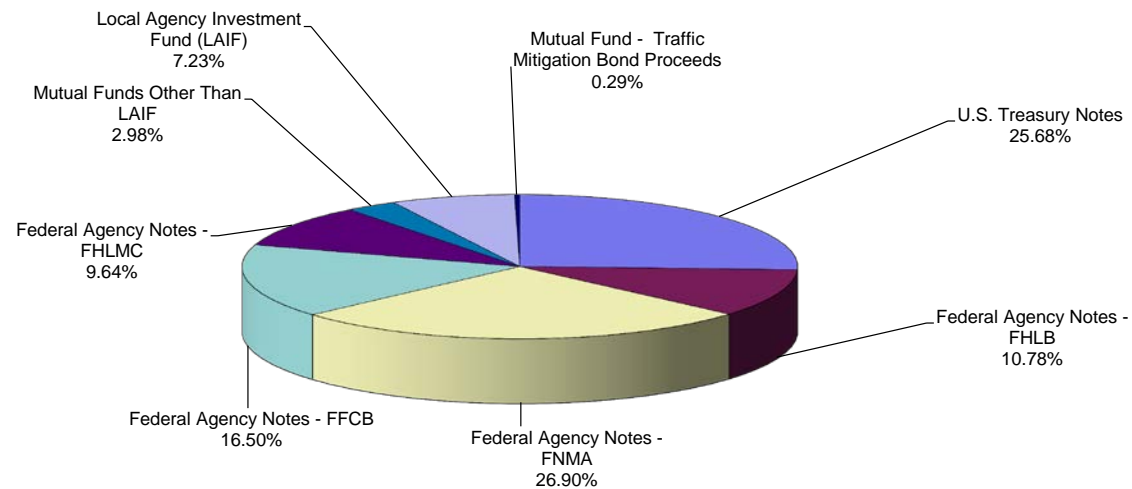
As of January 31, 2019, 63.82% of the City's portfolio consists of securities issued by four different Federal Agencies. In addition, to comply with the 1986 Tax Reform Act's arbitrage regulations, a portion of the City's bond proceeds is invested in yield-restricted investments. These yield-restricted investments are not included in the calculation of the City's portfolio yield. The average maturity of the City's portfolio was 2.08 years and the City's portfolio yield vs. the 12-month moving average yield of two-year Treasury Notes (Benchmark Return) was as follows:

<b><u>PERIOD</u></b>	<b><u>CITY'S PORTFOLIO RETURN</u></b>	<b><u>BENCHMARK RETURN</u></b>	<b><u>AVERAGE DAYS TO MATURITY</u></b>
January 2019	1.90%	2.55%	760
December 2018	1.84%	2.53%	751
January 2018	1.36%	1.50%	705



**CITY OF SANTA CLARA  
SUMMARY OF INVESTMENTS JANUARY 31, 2019**

<u>INVESTMENT TYPE</u>	<u>BOOK VALUE</u>	<u>% OF PORTFOLIO</u>	<u>PER INVESTMENT POLICY</u>
U.S. Treasury Notes	182,552,023	25.68%	No Limit
Federal Agency Notes - FHLB	76,647,295	10.78%	40%
Federal Agency Notes - FNMA	191,253,415	26.90%	40%
Federal Agency Notes - FFCB	117,279,539	16.50%	40%
Federal Agency Notes - FHLMC	68,527,656	9.64%	40%
Mutual Funds Other Than LAIF	21,180,539	2.98%	10% Per Fund
Local Agency Investment Fund (LAIF)	51,418,175	7.23%	\$65 M
Mutual Fund - Traffic Mitigation Bond Proceeds	2,099,608	0.29%	10% Per Fund
<b>TOTAL INVESTMENTS</b>	<b>\$ 710,958,250</b>	<b>100.00%</b>	



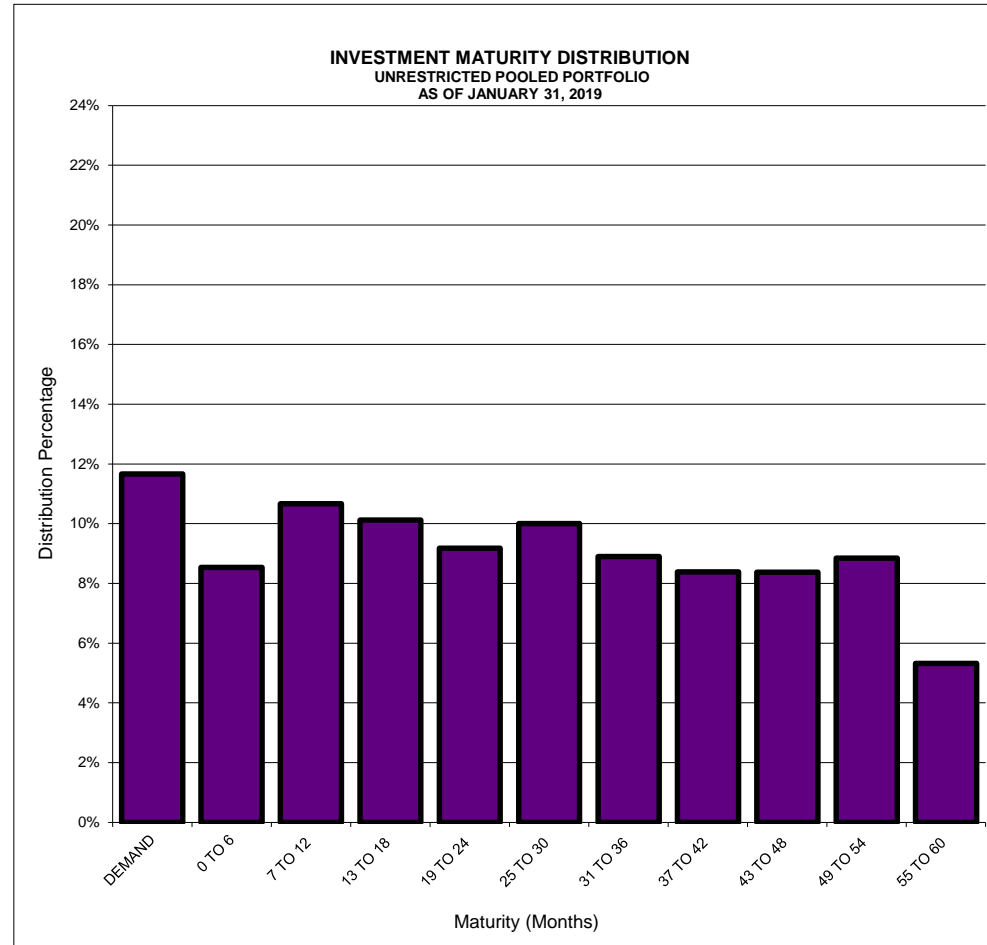
CITY OF SANTA CLARA

**INVESTMENT MATURITY DISTRIBUTION  
AS OF JANUARY 31, 2019  
UNRESTRICTED POOLED PORTFOLIO**

<b>MATURITY (IN MONTHS)</b>	<b>BOOK VALUE</b>	<b>NUMBER OF INVESTMENTS</b>	<b>DISTRIBUTION</b>
DEMAND	\$ 82,624,247 (a)	3	11.66%
0 TO 6	60,545,437	9	8.54%
7 TO 12	75,633,624	10	10.67%
13 TO 18	71,750,144	11	10.12%
19 TO 24	65,161,534	8	9.18%
25 TO 30	70,858,925	13	10.00%
31 TO 36	63,057,404	11	8.90%
37 TO 42	59,470,106	11	8.39%
43 TO 48	59,306,547	11	8.37%
49 TO 54	62,721,890	9	8.85%
55 TO 60	37,728,784	7	5.32%
<b>TOTAL</b>	<b>\$ 708,858,642</b>	<b>103</b>	<b>100.00%</b>

Average Maturity of Unrestricted Pool: 2.08 Years

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



**CITY OF SANTA CLARA**

**List of Securities Brokers and Primary Dealers  
in U.S. Government Securities and Mutual Funds**

Raymond James

Higgins Capital, Inc.

Wedbush Securities

Cantor Fitzgerald & Company

Mutual Securities, Inc.

UnionBanc Investment Services, LLC.

Ladenburg Thalmann & Co. Inc.

UBS Financial Services

All individuals securities purchased by the City of Santa Clara from Securities Brokers/Primary Dealers are delivered to the City's safekeeping account with Wells Fargo Bank, N.A..

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FINANCE DEPARTMENT  
CITY OF SANTA CLARA  
INVESTMENT INVENTORY WITH MARKET VALUE

ATTACHMENT A

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(RPTMKT)

INVESTMENTS OUTSTANDING AS OF 01/31/19

MAJOR SORT KEY IS ICC#

INVEST NUMBER	DESCRIPTION PURCHASE MATURITY DATE	CUSIP	BANK BROK	FUND SAFE	CPN RATE YTM TR	PAR/SHARES BOOK	MARKET VALUE MARKET PRICE	CURR ACCR INT PRICE SOURCE	UNREALIZED GAIN UNREALIZED LOSS
A 17295	TREASURY NOTES 01/13/17 06/30/19	912828WS5	25 32	1 000	1.6250 1.3017	5,000,000.00 5,007,829.90	4,983,205.00 99.66410000000	7,182.32 IDC	-24,624.90
A 17296	TREASURY NOTES 02/14/17 03/31/21	912828Q37	25 31	1 000	1.2500 1.8037	5,000,000.00 4,933,646.66	4,875,390.00 97.50780000000	21,291.21 IDC	-58,256.66
A 17322	TREASURY NOTES 06/19/18 04/15/21	9128284G2	25 34	1 000	2.3750 2.6621	5,000,000.00 4,965,618.94	4,990,430.00 99.80860000000	35,559.75 IDC	24,811.06
A 17338	TREASURY NOTES 01/17/19 10/15/21	9128285F3	25 31	1 000	2.8750 2.5432	5,000,000.00 5,080,676.94	5,054,885.00 101.09770000000	43,046.01 IDC	11,330.31
A 17321	TREASURY NOTES 05/22/18 11/30/21	912828U65	25 31	1 000	1.7500 2.8056	10,000,000.00 9,700,785.20	9,811,330.00 98.11330000000	30,288.46 IDC	110,544.80
A 17306	TREASURY NOTES 11/09/17 12/31/21	912828U81	25 30	1 000	2.0000 1.9150	5,000,000.00 5,012,156.37	4,940,430.00 98.80860000000	8,839.78 IDC	-71,726.37
A 17312	TREASURY NOTES 02/26/18 01/31/22	912828V72	25 31	1 000	1.8750 2.5306	5,000,000.00 4,907,001.31	4,918,360.00 98.36720000000	258.98 IDC	11,358.69
A 17297	TREASURY NOTES 03/03/17 02/28/22	912828J43	25 25	1 000	1.7500 2.0678	5,000,000.00 4,947,504.11	4,898,635.00 97.97270000000	37,223.76 IDC	-48,869.11
A 17334	TREASURY NOTES 12/14/18 02/28/22	912828J43	25 34	1 000	1.7500 2.7633	5,000,000.00 4,870,692.33	4,898,635.00 97.97270000000	37,223.75 IDC	53,322.50
A 17309	TREASURY NOTES 01/25/18 03/31/22	912828W89	25 34	1 000	1.8750 2.3684	5,000,000.00 4,918,278.49	4,916,405.00 98.32810000000	31,936.81 IDC	-1,873.49
A 17308	TREASURY NOTES 01/22/18 04/30/22	912828X47	25 30	1 000	1.8750 2.3610	5,000,000.00 4,919,591.38	4,912,500.00 98.25000000000	24,084.94 IDC	-7,091.38
A 17300	TREASURY NOTES 06/09/17 05/31/22	912828XD7	25 33	1 000	1.8750 1.7728	5,000,000.00 5,017,021.10	4,910,350.00 98.20700000000	16,225.96 IDC	-106,671.10
A 17335	TREASURY NOTES 12/21/18 06/30/22	912828XG0	25 30	1 000	2.1250 2.6384	5,000,000.00 4,914,797.01	4,949,415.00 98.98830000000	9,392.27 IDC	34,617.99
A 17315	TREASURY NOTES 03/27/18 07/31/22	9128282P4	25 30	1 000	1.8750 2.5915	5,000,000.00 4,882,221.77	4,906,445.00 98.12890000000	258.98 IDC	24,223.23
A 17303	TREASURY NOTES 09/29/17 08/31/22	912828L24	25 25	1 000	1.8750 1.9133	5,000,000.00 4,992,700.00	4,903,905.00 98.07810000000	39,882.60 IDC	-88,795.00
A 17304	TREASURY NOTES 10/06/17 09/30/22	912828L57	25 34	1 000	1.7500 1.9583	5,000,000.00 4,960,516.83	4,880,470.00 97.60940000000	29,807.69 IDC	-80,046.83
A 17318	TREASURY NOTES 04/20/18 09/30/22	9128282W9	25 31	1 000	1.8750 2.7400	5,000,000.00 4,838,282.70	4,903,710.00 98.07420000000	31,936.81 IDC	65,427.30
A 17305	TREASURY NOTES 10/31/17 10/31/22	912828M49	25 31	1 000	1.8750 2.0717	5,000,000.00 4,962,832.87	4,899,415.00 97.98830000000	24,084.94 IDC	-63,417.87
A 17307	TREASURY NOTES 12/18/17 11/30/22	912828M80	25 30	1 000	2.0000 2.1689	5,000,000.00 4,968,140.73	4,920,310.00 98.40620000000	17,307.69 IDC	-47,830.73
A 17320	TREASURY NOTES 05/15/18 12/31/22	912828N30	25 34	1 000	2.1250 2.8356	10,000,000.00 9,735,585.45	9,882,810.00 98.82810000000	18,784.53 IDC	147,224.55
A 17311	TREASURY NOTES 02/14/18 01/31/23	912828P38	25 32	1 000	1.7500 2.5665	5,000,000.00 4,847,664.87	4,868,555.00 97.37110000000	241.71 IDC	20,890.13
A 17314	TREASURY NOTES 02/28/18 02/28/23	912828P79	25 34	1 000	1.5000 2.6828	10,000,000.00 9,505,722.89	9,635,940.00 96.35940000000	63,812.15 IDC	130,217.11
A 17317	TREASURY NOTES 04/11/18 03/31/23	912828Q29	25 25	1 000	1.5000 2.6243	10,000,000.00 9,528,922.41	9,628,120.00 96.28120000000	51,098.90 IDC	99,197.59
A 17319	TREASURY NOTES 05/09/18 04/30/23	912828R28	25 31	1 000	1.6250 2.8244	10,000,000.00 9,500,452.33	9,670,310.00 96.70310000000	41,747.24 IDC	169,857.67

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INVESTMENT INVENTORY WITH MARKET VALUE

ATTACHMENT A

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INVESTMENTS OUTSTANDING AS OF 01/31/19  
MAJOR SORT KEY IS ICC#

INVEST NUMBER	DESCRIPTION PURCHASE MATURITY DATE	CUSIP	BANK BROK	FUND SAFE	CPN RATE YTM TR	PAR/SHARES BOOK	MARKET VALUE MARKET PRICE	CURR ACCR INT PRICE SOURCE	UNREALIZED GAIN UNREALIZED LOSS	
A 17323	TREASURY NOTES 07/17/18 05/31/23	912828R69	25 32	1 000	1.6250 2.7633	10,000,000.00 9,524,083.05	9,662,500.00 96.62500000000	28,125.00 IDC	138,416.95	
A 17339	TREASURY NOTES 01/17/19 06/30/23	912828S35	25 34	1 000	1.3750 2.5493	5,000,000.00 4,757,525.47	4,776,760.00 95.53520000000	6,077.35 IDC	22,463.12	
A 17326	TREASURY NOTES 09/18/18 07/31/23	912828Y61	25 32	1 000	2.7500 2.8995	5,000,000.00 4,968,796.93	5,065,040.00 101.30080000000	379.83 IDC	96,243.07	
A 17328	TREASURY NOTES 09/28/18 07/31/23	912828Y61	25 33	1 000	2.7500 2.9617	5,000,000.00 4,955,887.10	5,065,040.00 101.30080000000	379.83 IDC	109,152.90	
A 17324	TREASURY NOTES 09/13/18 08/31/23	9128282D1	25 31	1 000	1.3750 2.8673	5,000,000.00 4,659,500.17	4,769,140.00 95.38280000000	29,247.23 IDC	112,108.75	
A 17330	TREASURY NOTES 11/14/18 09/30/23	912828T26	25 31	1 000	1.3750 3.0114	7,500,000.00 6,959,916.94	7,147,560.00 95.30080000000	35,130.49 IDC	200,392.03	
A 17340	TREASURY NOTES 01/28/19 10/31/23	912828T91	25 31	1 000	1.6250 2.5795	5,000,000.00 4,807,671.14	4,816,990.00 96.33980000000	20,873.62 IDC	29,294.69	
SUBTOTAL (Inv Type) 12 TREASURY NOTES					25.97%(M)	1.8303 2.5059	187,500,000.00 182,552,023.39	183,462,990.00 97.84692800000	741,730.59	1,611,094.44 -599,203.44
A 17219	FHLB MEDIUM TERM NOTES 10/08/15 12/13/19	3130A0JR2	25 25	1 000	2.3750 1.3001	7,250,000.00 7,325,333.34	7,237,522.75 99.82790000000	22,958.33 IDC	-87,810.59	
A 17280	FHLB MEDIUM TERM NOTES 11/09/16 03/13/20	313378J77	25 31	1 000	1.8750 1.1239	5,000,000.00 5,055,002.79	4,960,040.00 99.20080000000	35,937.50 IDC	-94,962.79	
A 17256	FHLB MEDIUM TERM NOTES 07/22/16 09/11/20	313370US5	25 31	1 000	2.8750 1.1759	5,000,000.00 5,165,094.91	5,027,245.00 100.54490000000	55,902.78 IDC	-137,849.91	
A 17282	FHLB MEDIUM TERM NOTES 11/18/16 06/11/21	3130A1W95	25 33	1 000	2.2500 1.6966	5,000,000.00 5,066,237.70	4,960,975.00 99.21950000000	15,625.00 IDC	-105,262.70	
A 17286	FHLB MEDIUM TERM NOTES 11/29/16 07/14/21	3130A8QS5	25 30	1 000	1.1250 1.8143	5,000,000.00 4,917,831.90	4,845,075.00 96.90150000000	2,656.25 IDC	-72,756.90	
A 17277	FHLB MEDIUM TERM NOTES 11/01/16 09/10/21	313378JP7	25 31	1 000	2.3750 1.4290	5,000,000.00 5,136,535.51	4,979,655.00 99.59310000000	46,510.42 IDC	-156,880.51	
A 17333	FHLB MEDIUM TERM NOTES 12/13/18 09/09/22	313383WD9	25 31	1 000	3.1250 2.8980	5,000,000.00 5,080,598.61	5,085,995.00 101.71990000000	61,631.94 IDC	46,195.00	
A 17336	FHLB MEDIUM TERM NOTES 01/09/19 12/08/23	3130A0F70	25 34	1 000	3.3750 2.7275	5,000,000.00 5,162,401.25	5,172,490.00 103.44980000000	24,843.75 IDC	24,620.00	
SUBTOTAL (Inv Type) 21 FHLB MEDIUM TERM NOTES					5.98%(M)	2.4264 1.7451	42,250,000.00 42,909,036.01	42,268,997.75 100.04496500000	266,065.97	70,815.00 -655,523.40
A 17249	FHLB COUPON NOTES 06/06/16 03/01/19	3130A86L2	25 26	1 000	1.2000 1.2000	5,000,000.00 5,000,000.00	4,995,050.00 99.90100000000	25,000.00 IDC	-4,950.00	
A 17294	FHLB COUPON NOTES 01/27/17 04/27/20	3130AAJZ2	25 32	1 000	1.7500 1.7500	3,750,000.00 3,750,000.00	3,716,235.00 99.09960000000	17,135.42 IDC	-33,765.00	
A 17253	FHLB COUPON NOTES 07/13/16 07/13/20	3130A8NS8	25 25	1 000	1.2400 1.2824	5,000,000.00 4,996,916.84	4,905,215.00 98.10430000000	3,100.00 IDC	-91,701.84	
A 17235	FHLB COUPON NOTES 02/26/16 08/26/20	3130A7CT0	25 26	1 000	1.5600 1.5669	10,000,000.00 9,998,667.07	9,853,510.00 98.53510000000	67,166.67 IDC	-145,157.07	

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INVESTMENTS OUTSTANDING AS OF 01/31/19

MAJOR SORT KEY IS ICC#

INVEST NUMBER	DESCRIPTION PURCHASE MATURITY DATE	CUSIP	BANK BROK	FUND SAFE	CPN RATE YTM TR	PAR/SHARES BOOK	MARKET VALUE MARKET PRICE	CURR ACCR INT PRICE SOURCE	UNREALIZED GAIN UNREALIZED LOSS
A 17278	FHLB COUPON NOTES 11/01/16 09/30/21	3130A9MG3	25 34	1 000	1.5000 1.5508	5,000,000.00 4,992,675.59	4,854,270.00 97.08540000000	25,208.33 IDC	-138,405.59
A 17299	FHLB COUPON NOTES 05/25/17 05/25/22	3130ABH66	25 30	1 000	2.0800 2.0800	5,000,000.00 5,000,000.00	4,935,020.00 98.70040000000	19,066.67 IDC	-64,980.00
SUBTOTAL (Inv Type) 22 FHLB COUPON NOTES					4.71%(M)	1.5486 1.5644	33,750,000.00 33,738,259.50	33,259,300.00 98.54607400000	156,677.09 .00 -478,959.50
A 17239	FNMA COUPON NOTE 03/24/16 06/07/19	3136G3AQ8	25 34	1 000	1.3200 1.3874	11,500,000.00 11,494,385.64	11,453,367.50 99.59450000000	60,720.00 IDC	-41,018.14
A 17263	FNMA COUPON NOTE 08/10/16 07/26/19	3135G0M91	25 32	1 000	1.1250 1.1546	10,000,000.00 9,998,566.67	9,933,570.00 99.33570000000	1,562.50 IDC	-64,996.67
A 17285	FNMA COUPON NOTE 11/23/16 08/02/19	3136G3K38	25 30	1 000	1.2600 1.3937	5,000,000.00 4,993,466.90	4,968,715.00 99.37430000000	31,325.00 IDC	-24,751.90
A 17252	FNMA COUPON NOTE 06/30/16 09/30/19	3136G3WV3	25 32	1 000	1.1000 1.1000	10,000,000.00 10,000,000.00	9,905,320.00 99.05320000000	36,972.22 IDC	-94,680.00
A 17260	FNMA COUPON NOTE 07/26/16 10/28/19	3135G0J95	25 33	1 000	1.3500 1.3508	5,000,000.00 4,999,954.08	4,955,730.00 99.11460000000	17,437.50 IDC	-44,224.08
A 17246	FNMA COUPON NOTE 05/25/16 02/25/20	3136G3QV0	25 33	1 000	1.5000 1.5000	10,000,000.00 10,000,000.00	9,893,150.00 98.93150000000	27,500.00 IDC	-106,850.00
A 17275	FNMA COUPON NOTE 10/24/16 03/30/20	3135G0Q63	25 31	1 000	1.3000 1.3095	5,000,000.00 4,999,302.79	4,930,145.00 98.60290000000	21,847.22 IDC	-69,157.79
A 17273	FNMA COUPON NOTE 10/13/16 06/30/20	3136G4DC4	25 32	1 000	1.3000 1.3139	5,000,000.00 4,998,991.52	4,917,450.00 98.34900000000	5,597.22 IDC	-81,541.52
A 17258	FNMA COUPON NOTE 07/27/16 07/27/20	3136G3S89	25 26	1 000	1.4200 1.4200	4,025,000.00 4,025,000.00	3,962,306.60 98.44240000000	635.06 IDC	-62,693.40
A 17259	FNMA COUPON NOTE 07/28/16 07/28/20	3136G3T39	25 25	1 000	1.3500 1.3500	5,000,000.00 5,000,000.00	4,908,655.00 98.17310000000	562.50 IDC	-91,345.00
A 17251	FNMA COUPON NOTE 06/30/16 09/30/20	3136G3WY7	25 26	1 000	1.2700 1.2700	10,000,000.00 10,000,000.00	9,802,650.00 98.02650000000	42,686.11 IDC	-197,350.00
A 17270	FNMA COUPON NOTE 09/29/16 03/29/21	3136G4BD4	25 33	1 000	1.3500 1.3500	5,540,000.00 5,540,000.00	5,408,425.00 97.62500000000	25,345.50 IDC	-131,575.00
A 17266	FNMA COUPON NOTE 08/30/16 05/28/21	3136G33W3	25 26	1 000	1.5000 1.5000	5,800,000.00 5,800,000.00	5,652,854.00 97.46300000000	15,225.00 IDC	-147,146.00
A 17267	FNMA COUPON NOTE 08/30/16 05/28/21	3136G33W3	25 26	1 000	1.5000 1.5000	4,200,000.00 4,200,000.00	4,093,446.00 97.46300000000	11,025.00 IDC	-106,554.00
A 17262	FNMA COUPON NOTE 07/27/16 07/27/21	3136G3T21	25 34	1 000	1.6000 1.6000	5,000,000.00 5,000,000.00	4,878,220.00 97.56440000000	888.89 IDC	-121,780.00
A 17276	FNMA COUPON NOTE 11/01/16 09/30/21	3136G4CY7	25 26	1 000	1.5000 1.5423	3,400,000.00 3,395,849.50	3,299,975.40 97.05810000000	17,141.67 IDC	-95,874.10
A 17272	FNMA COUPON NOTE 10/28/16 10/28/21	3136G4EV1	25 32	1 000	1.6250 1.6250	5,000,000.00 5,000,000.00	4,837,830.00 96.75660000000	20,989.58 IDC	-162,170.00
SUBTOTAL (Inv Type) 23 FNMA COUPON NOTE					15.26%(M)	1.3461 1.3644	109,465,000.00 109,445,517.10	107,801,809.50 98.48061900000	337,460.97 .00 -1,643,707.60

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INVESTMENTS OUTSTANDING AS OF 01/31/19  
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INVEST NUMBER	DESCRIPTION PURCHASE MATURITY DATE	CUSIP	BANK BROK	FUND SAFE	CPN RATE YTM TR	PAR/SHARES BOOK	MARKET VALUE MARKET PRICE	CURR ACCR INT PRICE SOURCE	UNREALIZED GAIN UNREALIZED LOSS	
A 17208	FNMA MEDIUM TERM NOTE 07/22/15 02/19/19	3135G0ZA4	25	1	1.8750	10,000,000.00	9,996,630.00	84,375.00		
			25	000	1.3503	10,025,533.26	99.96630000000	IDC	-28,903.26	
A 17215	FNMA MEDIUM TERM NOTE 09/23/15 10/24/19	3136G0T68	25	1	1.3300	10,000,000.00	9,911,470.00	35,836.11		
			25	000	1.3842	9,994,754.69	99.11470000000	IDC	-83,284.69	
A 17225	FNMA MEDIUM TERM NOTE 10/21/15 01/21/20	3135G0A78	25	1	1.6250	10,000,000.00	9,910,910.00	4,513.89		
			34	000	1.3745	10,024,141.66	99.10910000000	IDC	-113,231.66	
A 17226	FNMA MEDIUM TERM NOTE 10/23/15 06/22/20	3135G0D75	25	1	1.5000	10,000,000.00	9,860,190.00	16,249.99		
			26	000	1.4280	10,010,368.60	98.60190000000	IDC	-150,178.60	
A 17238	FNMA MEDIUM TERM NOTE 03/17/16 11/30/20	3135G0F73	25	1	1.5000	10,000,000.00	9,821,560.00	25,416.67		
			32	000	1.6011	9,980,592.79	98.21560000000	IDC	-159,032.79	
A 17279	FNMA MEDIUM TERM NOTE 11/16/16 12/28/20	3135G0H55	25	1	1.8750	5,000,000.00	4,944,125.00	8,593.75		
			25	000	1.5842	5,028,024.62	98.88250000000	IDC	-83,899.62	
A 17248	FNMA MEDIUM TERM NOTE 06/03/16 05/07/21	3136G02F7	25	1	1.6000	2,000,000.00	1,959,922.00	7,466.67		
			26	000	1.4741	2,006,036.20	97.99610000000	IDC	-46,114.20	
A 17268	FNMA MEDIUM TERM NOTE 08/25/16 08/17/21	3135G0N82	25	1	1.2500	10,000,000.00	9,703,180.00	56,944.43		
			31	000	1.2981	9,986,086.63	97.03180000000	IDC	-282,906.63	
A 17271	FNMA MEDIUM TERM NOTE 10/11/16 10/07/21	3135G0Q89	25	1	1.3750	5,000,000.00	4,856,500.00	21,770.83		
			31	000	1.4501	4,989,182.22	97.13000000000	IDC	-132,682.22	
A 17329	FNMA MEDIUM TERM NOTE 10/11/18 01/05/22	3135G0S38	25	1	2.0000	5,000,000.00	4,929,235.00	7,222.22	72,780.05	
			32	000	3.0125	4,856,454.95	98.58470000000	IDC		
A 17310	FNMA MEDIUM TERM NOTE 01/29/18 10/05/22	3135G0T78	25	1	2.0000	5,000,000.00	4,910,170.00	32,222.22	3,447.78	
			26	000	2.4969	4,906,722.22	98.20340000000	IDC		
SUBTOTAL (Inv Type) 24 FNMA MEDIUM TERM NOTE					11.44%(M)	1.5875	82,000,000.00	80,803,892.00	300,611.78	76,227.83
						1.5821	81,807,897.84	98.54133200000		-1,080,233.67
A 17234	FFCB MEDIUM TERM NOTES 02/18/16 02/10/21	3133EFYZ4	25	1	1.3750	10,000,000.00	9,770,960.00	65,312.50		
			26	000	1.4900	9,972,363.94	97.70960000000	IDC	-201,403.94	
A 17316	FFCB MEDIUM TERM NOTES 03/29/18 12/16/22	3133EJGU7	25	1	2.7100	5,000,000.00	5,021,710.00	16,937.50	8,207.33	
			34	000	2.6380	5,013,502.67	100.43420000000	IDC		
A 17332	FFCB MEDIUM TERM NOTES 11/29/18 06/19/23	3133EJSD2	25	1	2.8900	5,000,000.00	5,071,415.00	16,858.33	90,915.60	
			30	000	2.9831	4,980,499.40	101.42830000000	IDC		
A 17327	FFCB MEDIUM TERM NOTES 09/18/18 08/14/23	3133EJWV7	25	1	2.9000	5,000,000.00	5,066,380.00	67,263.88	89,330.00	
			31	000	3.0010	4,990,744.44	101.32760000000	IDC		
A 17331	FFCB MEDIUM TERM NOTES 11/28/18 10/02/23	3133EJD48	25	1	3.0500	7,575,000.00	7,727,302.95	76,370.73	143,682.60	
			34	000	3.0240	7,619,559.52	102.01060000000	IDC		
SUBTOTAL (Inv Type) 26 FFCB MEDIUM TERM NOTES					4.62%(M)	2.4366	32,575,000.00	32,657,767.95	242,742.94	332,135.53
						2.4844	32,576,669.97	100.25408400000		-201,403.94
A 17261	FFCB COUPON NOTES 07/26/16 10/07/19	3133EGJY2	25	1	1.1400	7,309,000.00	7,241,676.80	26,385.49		
			31	000	1.1999	7,304,740.51	99.07890000000	IDC	-63,063.71	
A 17264	FFCB COUPON NOTES 08/11/16 11/25/19	3133EGBK0	25	1	1.3000	10,000,000.00	9,900,070.00	23,833.33		
			34	000	1.3014	9,999,848.46	99.00070000000	IDC	-99,778.46	

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FINANCE DEPARTMENT  
CITY OF SANTA CLARA  
INVESTMENT INVENTORY WITH MARKET VALUE

ATTACHMENT A

PAGE: 5

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INVESTMENTS OUTSTANDING AS OF 01/31/19  
MAJOR SORT KEY IS ICC#

INVEST NUMBER	DESCRIPTION PURCHASE MATURITY DATE	CUSIP	BANK BROK	FUND SAFE	CPN RATE YTM TR	PAR/SHARES BOOK	MARKET VALUE MARKET PRICE	CURR ACCR INT PRICE SOURCE	UNREALIZED GAIN UNREALIZED LOSS
A 17221	FFCB COUPON NOTES 10/14/15 04/14/20	3130A6JG3	25 32	1 000	1.7000 1.6849	8,950,000.00 8,951,935.63	8,860,759.55 99.002900000000	45,222.36 IDC	-91,176.08
A 17255	FFCB COUPON NOTES 07/15/16 10/13/20	3133EGLG8	25 33	1 000	1.3700 1.4079	10,000,000.00 9,992,704.71	9,808,080.00 98.080800000000	41,100.00 IDC	-184,624.71
A 17254	FFCB COUPON NOTES 07/12/16 01/12/21	3133EGLH6	25 32	1 000	1.4200 1.4384	10,000,000.00 9,996,449.85	9,788,600.00 97.886000000000	7,494.44 IDC	-207,849.85
A 17245	FFCB COUPON NOTES 05/19/16 02/17/21	3133EGAZ8	25 34	1 000	1.5800 1.6200	6,290,000.00 6,283,992.48	6,170,049.70 98.093000000000	45,274.02 IDC	-113,942.78
A 17250	FFCB COUPON NOTES 06/23/16 04/05/21	3133EFX36	25 31	1 000	1.6800 1.6198	7,175,000.00 7,185,300.46	7,043,819.48 98.171700000000	38,840.67 IDC	-141,480.98
A 17283	FFCB COUPON NOTES 11/18/16 06/14/21	3133EGEV3	25 31	1 000	1.6200 1.7211	5,000,000.00 4,987,896.46	4,893,095.00 97.861900000000	10,575.00 IDC	-94,801.46
A 17298	FFCB COUPON NOTES 03/23/17 03/23/22	3133EHDP5	25 32	1 000	2.2700 2.2700	5,000,000.00 5,000,000.00	4,934,930.00 98.698600000000	40,355.56 IDC	-65,070.00
A 17301	FFCB COUPON NOTES 06/20/17 06/20/22	3133EHNV1	25 26	1 000	2.0500 2.0500	10,000,000.00 10,000,000.00	9,828,320.00 98.283200000000	23,347.22 IDC	-171,680.00
A 17337	FFCB COUPON NOTES 01/23/19 01/23/23	3133EJ5R6	25 25	1 000	2.9900 2.9900	5,000,000.00 5,000,000.00	5,006,685.00 100.133700000000	3,322.22 IDC	6,685.00
SUBTOTAL (Inv Type) 27 FFCB COUPON NOTES					11.82%(M)	1.6683 1.6825	84,724,000.00 84,702,868.56	83,476,085.53 98.527083000000	305,750.31 -1,233,468.03
A 17290	FHLMC MEDIUM TERM NOTES 12/20/16 03/27/19	3137EACA5	25 34	1 000	3.7500 1.4151	5,000,000.00 5,056,535.67	5,010,345.00 100.206900000000	64,583.33 IDC	-46,190.67
A 17284	FHLMC MEDIUM TERM NOTES 11/22/16 04/15/19	3137EADZ9	25 34	1 000	1.1250 1.2521	5,000,000.00 4,996,898.77	4,986,415.00 99.728300000000	16,562.50 IDC	-10,483.77
A 17209	FHLMC MEDIUM TERM NOTES 08/05/15 05/30/19	3137EADG1	25 30	1 000	1.7500 1.3840	10,000,000.00 10,017,513.83	9,976,970.00 99.769700000000	29,652.78 IDC	-40,543.83
A 17213	FHLMC MEDIUM TERM NOTES 09/04/15 08/01/19	3137EADK2	25 25	1 000	1.2500 1.3752	6,000,000.00 5,992,730.20	5,962,836.00 99.380600000000	37,500.00 IDC	-29,894.20
A 17233	FHLMC MEDIUM TERM NOTES 12/07/15 05/01/20	3137EADR7	25 32	1 000	1.3750 1.6350	10,000,000.00 9,962,626.01	9,854,820.00 98.548200000000	34,375.00 IDC	-107,806.01
SUBTOTAL (Inv Type) 28 FHLMC MEDIUM TERM NOTES					5.07%(M)	1.7572 1.4380	36,000,000.00 36,026,304.48	35,791,386.00 99.420517000000	182,673.61 -234,918.48
A 17289	FHLMC COUPON NOTES 12/15/16 03/14/19	3134GAA79	25 26	1 000	1.2500 1.3182	3,975,000.00 3,974,352.06	3,969,717.23 99.867100000000	6,486.98 IDC	-4,634.83
A 17274	FHLMC COUPON NOTES 10/26/16 04/26/19	3134GASB1	25 30	1 000	1.1000 1.1264	5,000,000.00 4,999,354.99	4,984,175.00 99.683500000000	14,513.89 IDC	-15,179.99
A 17288	FHLMC COUPON NOTES 12/23/16 12/23/19	3134GAA61	25 32	1 000	1.5500 1.5778	5,000,000.00 4,998,653.70	4,949,970.00 98.999400000000	8,180.56 IDC	-48,683.70
A 17269	FHLMC COUPON NOTES 09/30/16 12/30/20	3134GANV2	25 32	1 000	1.5000 1.5000	5,000,000.00 5,000,000.00	4,902,730.00 98.054600000000	6,458.33 IDC	-97,270.00
A 17302	FHLMC COUPON NOTES 07/27/17 04/27/22	3134GBZS4	25 33	1 000	2.1500 2.1500	5,000,000.00 5,000,000.00	4,912,920.00 98.258400000000	28,069.44 IDC	-87,080.00



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FINANCE DEPARTMENT  
CITY OF SANTA CLARA  
INVESTMENT INVENTORY WITH MARKET VALUE  
  
INVESTMENTS OUTSTANDING AS OF 01/31/19  
MAJOR SORT KEY IS ICC#

INVEST NUMBER	DESCRIPTION PURCHASE MATURITY DATE	CUSIP	BANK BROK	FUND SAFE	CPN RATE YTM TR	PAR/SHARES BOOK	MARKET VALUE MARKET PRICE	CURR ACCR INT PRICE SOURCE	UNREALIZED GAIN UNREALIZED LOSS
A 17313	FHLMC COUPON NOTES 02/28/18 02/24/23	3134GSFR1	25 33	1 000	3.0000 3.0000	5,000,000.00 5,000,000.00	5,000,665.00 100.0133000000	65,416.67 IDC	665.00
A 17325	FHLMC COUPON NOTES 09/13/18 09/13/23	3134GSVB8	25 34	1 000	3.2500 3.2871	3,535,000.00 3,528,990.50	3,537,725.49 100.0771000000	44,040.21 IDC	8,734.99
SUBTOTAL (Inv Type) 29 FHLMC COUPON NOTES					4.57%(M)	1.9364 1.9571	32,510,000.00 32,501,351.25	32,257,902.72 99.22455500000	173,166.08 9,399.99 -252,848.52
A 16059	STATE OF CA DEMAND DEP 09/30/97 02/01/19		96 96	1 000	2.3665 2.3665	51,418,174.62 51,418,174.62	51,418,174.62 100.0000000000	122,198.19 USERPR	0.00
SUBTOTAL (Inv Type) 99 LOCAL AGENCY INVESTMENT					7.28%(M)	2.3665 2.3665	51,418,174.62 51,418,174.62	51,418,174.62 100.0000000000	122,198.19 .00
A 17046	MUTUAL FUNDS-FIDELITY 11/01/08 02/01/19		25 101	1 000	2.2835 2.2835	21,180,539.34 21,180,539.34	21,180,539.34* 100.0000000000	.00 BOOK	0.00
A 17236	MUTUAL FUNDS-FIDELITY 03/08/16 02/01/19		101 101	494 000	1.8411 1.8411	.00 .00	.00* .000000000000	.00 BOOK	0.00
SUBTOTAL (Inv Type) 305 MUTUAL FUNDS-FIDELITY					3.00%(M)	2.2835 2.2835	21,180,539.34 21,180,539.34	21,180,539.34 100.0000000000	.00 .00
A 16064	DREYFUS TREASURY CASH MANAGEMEN 10/31/97 02/01/19		20 102	800 000	2.2697 2.2697	2,099,608.08 2,099,608.08	2,099,608.08 100.0000000000	.00 USERPR	0.00
A 17201	MUTUAL FUNDS-DREYFUS 06/16/14 02/01/19		5 102	51 000	1.5888 1.5888	.00 .00	.00* .000000000000	.00 BOOK	0.00
SUBTOTAL (Inv Type) 315 MUTUAL FUNDS-DREYFUS					.30%(M)	2.2697 2.2697	2,099,608.08 2,099,608.08	2,099,608.08 100.0000000000	.00 .00
GRAND TOTAL						1.8136 1.9375	715,472,322.04 710,958,250.14	706,478,453.49 98.74294700000	2,829,077.53 2,106,357.79 -6,380,266.58

\* MARKET = BOOK LESS PURCHASE INTEREST



## Agenda Report

19-264

Agenda Date: 3/26/2019

### REPORT TO COUNCIL

#### SUBJECT

Action to Revise Job Specification for Human Resources Division Manager

#### BACKGROUND

The Human Resources Division Manager position is a management position in the City's unclassified service and the incumbent will serve at the discretion of the City Manager in an "at will" basis. Sections 4 and 6 of the Personnel and Salary Resolution require City Council approval of new job classifications and specifications.

#### DISCUSSION

The Human Resources Division Manager job description incorporates the expectations for the incumbents to adhere to the City's Code of Ethics and Values, and demonstrate strong professional and service-oriented leadership. The job description has been reviewed by and discussed with the appropriate bargaining unit.

This is a professional managerial position in the Unclassified Service responsible for supervising a Division of the Human Resources Department.

Key changes include clarifying that this position may supervise one or more divisions within the Human Resources Department, and adding employee and labor relations to the duties (see Attachments 1 and 2 for the redlined and final version of the job description).

#### ENVIRONMENTAL REVIEW

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

#### FISCAL IMPACT

There is no fiscal impact to the City in approving the revised job description. The Human Resources Division Manager salary range remains the same and the position is currently budgeted.

#### COORDINATION

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

#### PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a

Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email [clerk@santaclaraca.gov](mailto:clerk@santaclaraca.gov) <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

**RECOMMENDATION**

Approve the revised job description for Human Resources Division Manager.

Reviewed by: Teresia Zadroga-Haase, Director, Human Resources

Approved by: Deanna J. Santana, City Manager

**ATTACHMENTS**

1. Revised Job Description - Human Resources Division Manager

LEGEND:

Additions

~~Deletions~~

Approved December, 2018

Proposed March, 2019

**CITY OF SANTA CLARA, CALIFORNIA**  
**HUMAN RESOURCES DIVISION MANAGER**

(Unclassified)

(139)

**EDUCATION AND EXPERIENCE**

- Graduation from an accredited college with a Bachelor's Degree in industrial relations, personnel administration, public administration, business administration, psychology or a closely related field; and
- Three (3) years of professional journey-level experience in personnel administration or an approved related field.

**Desirable Qualifications:**

- A Master's degree in public administration, personnel administration, or a closely related field is desirable.
- Certification in Human Resources Management from an accredited program/institution is desirable.

**LICENSE**

Possession of a valid California Class C driver's license is required at the time of appointment and for the duration of employment.

**DISTINGUISHING CHARACTERISTICS**

This is a professional managerial position in the Unclassified Service responsible for supervising ~~a~~one or more Divisions of the Human Resources Department. An incumbent in this classification exercises independent judgement and discretion; manages, controls and directs employees; and formulates administrative policies for the effective use of assigned personnel.

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.

**TYPICAL DUTIES**

Duties may include, but are not limited to, the following:

**Testing & Classification Division**

Under general direction:

- Manage the Testing and Classification Division of the Human Resources Department;
- Direct the City's employment function including recruitment and testing of applicants

## HUMAN RESOURCES DIVISION MANAGER (continued)

- seeking entrance into or working within regular City service;
- Oversee and perform complex classification and compensation projects; provide technical consultation and direction to staff on test construction and administration; manage classification, compensation administration and analysis, and organizational issues;
- Supervise assigned staff in the construction, analysis, review and administration of a wide variety of personnel selection procedures including written, performance and oral examinations; and
- Conduct surveys on comparative employee salaries and fringe benefits and research comparison benefit programs.

### Records & Benefits Division

Under general direction:

- Manage the benefits and Human Resource Information System citywide;
- Direct the City's benefit and insurance programs and the maintenance of master personnel files and verification of payroll;
- Supervise assigned staff in the administration and maintenance of the City's benefit and insurance programs for employees including medical, accident, life, workers' compensation and unemployment insurances; sick leave, vacation and other benefits; and in the collection and maintenance of all personnel records and files including comprehensive individual employee records, rosters and files;
- Supervise the administration of the employees' retirement system;
- Review personnel status changes, new appointments, promotions and transfers for budgetary control;
- Administer the new employee orientation and induction program;
- Supervise the City's employee performance evaluation program; and
- Direct the City's temporary employment program including recruiting and processing applicants for temporary work assignments within City service.

For ~~Both-All~~ Divisions:

In addition to the above Division responsibilities, the Human Resources Division Manager:

- Plans, organizes and directs Human Resources Division activities including benefits administration, recruitment and selection, classification and compensation, employee and labor relations, and other related activities
- Recommend policy regarding personnel rules, regulations and procedures;
- Make appropriate recommendations following established City rules and regulations and state and federal laws and guidelines;
- Serve as staff liaison, as assigned, to city commissions and/or committees
- Assist the Director of Human Resources in performing special studies, surveys and other assignments related to personnel administration including personnel and financial matters of the assigned division;
- Perform special studies, investigations and other work as directed by the City Manager;
- Assist in budget implementation and participate in forecasting additional funds needed for staffing, equipment, materials and supplies
- Supervise or act as lead employee to staff involved in any of the assignments; and
- Perform other work as assigned.

## **HUMAN RESOURCES DIVISION MANAGER (continued)**

### **KNOWLEDGE SKILLS AND ABILITIES**

Considerable knowledge of:

- The principles and practices of personnel administration, including state and federal laws, regulations and guidelines affecting personnel administration in a municipal government;
- The objectives and programs of municipal management;
- Research methods and statistical analysis;
- Budgeting procedures and techniques
- Pertinent local, State and Federal rules, regulations and laws; and
- Occupations found in City government and employee benefit and insurance programs.

Ability to:

- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations to resolve specific issues, complaints or problems involving individuals or organizational units;
- Present statistical and narrative reports or correspondence clearly, concisely, logically, accurately and convincingly in oral and written form;
- Establish and maintain tactful and constructive relationships by collaborating with City employees including elected and senior officials and managers, the general public, and other governmental representatives;
- Work effectively and coordinate multiple projects and complex tasks simultaneously in time-sensitive situations and meet deadlines;
- Understand, interpret, and apply rules, standards, or procedures and persuade others to accept or adopt recommendations;
- Formulate reasonable and effective conclusions;
- Conduct thorough investigations, determine methodologies and obtain basic data necessary to evaluate solutions to complex problems and issues with multiple variables;
- Train, supervise, or evaluate assigned staff and their work; and
- Walk or stand for extended periods of time and bend, stoop, crawl, climb, and lift 25 pounds as necessary to perform assigned duties

### **SUPERVISION RECEIVED**

Works under the general direction of the Director of Human Resources or Assistant Director of Human Resources as assigned.

### **SUPERVISION EXERCISED**

Supervises staff or acts as lead supervisor to those assigned to a task, program or project.

### **CONFLICT OF INTEREST**

Incumbents in this position are required to file a Conflict of Interest Statement upon assuming office, annually, and upon leaving office, in accordance with City Manager's Directive 100.

**CITY OF SANTA CLARA, CALIFORNIA**  
**HUMAN RESOURCES DIVISION MANAGER**

(Unclassified)

(139)

**EDUCATION AND EXPERIENCE**

- Graduation from an accredited college with a Bachelor's Degree in industrial relations, personnel administration, public administration, business administration, psychology or a closely related field; and
- Three (3) years of professional journey-level experience in personnel administration or an approved related field.

**Desirable Qualifications:**

- A Master's degree in public administration, personnel administration, or a closely related field is desirable.
- Certification in Human Resources Management from an accredited program/institution is desirable.

**LICENSE**

Possession of a valid California Class C driver's license is required at the time of appointment and for the duration of employment.

**DISTINGUISHING CHARACTERISTICS**

This is a professional managerial position in the Unclassified Service responsible for supervising one or more Divisions of the Human Resources Department. An incumbent in this classification exercises independent judgement and discretion; manages, controls and directs employees; and formulates administrative policies for the effective use of assigned personnel.

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.

**TYPICAL DUTIES**

Duties may include, but are not limited to, the following:

**Testing & Classification Division**

Under general direction:

- Manage the Testing and Classification Division of the Human Resources Department;
- Direct the City's employment function including recruitment and testing of applicants seeking entrance into or working within regular City service;
- Oversee and perform complex classification and compensation projects; provide technical consultation and direction to staff on test construction and administration; manage classification, compensation administration and analysis, and organizational issues;

## **HUMAN RESOURCES DIVISION MANAGER (continued)**

- Supervise assigned staff in the construction, analysis, review and administration of a wide variety of personnel selection procedures including written, performance and oral examinations; and
- Conduct surveys on comparative employee salaries and fringe benefits and research comparison benefit programs.

### **Records & Benefits Division**

Under general direction:

- Manage the benefits and Human Resource Information System citywide;
- Direct the City's benefit and insurance programs and the maintenance of master personnel files and verification of payroll;
- Supervise assigned staff in the administration and maintenance of the City's benefit and insurance programs for employees including medical, accident, life, workers' compensation and unemployment insurances; sick leave, vacation and other benefits; and in the collection and maintenance of all personnel records and files including comprehensive individual employee records, rosters and files;
- Supervise the administration of the employees' retirement system;
- Review personnel status changes, new appointments, promotions and transfers for budgetary control;
- Administer the new employee orientation and induction program;
- Supervise the City's employee performance evaluation program; and
- Direct the City's temporary employment program including recruiting and processing applicants for temporary work assignments within City service.

### **For All Divisions:**

In addition to the above Division responsibilities, the Human Resources Division Manager:

- Plans, organizes and directs Human Resources Division activities including benefits administration, recruitment and selection, classification and compensation, employee and labor relations, and other related activities
- Recommend policy regarding personnel rules, regulations and procedures;
- Make appropriate recommendations following established City rules and regulations and state and federal laws and guidelines;
- Serve as staff liaison, as assigned, to city commissions and/or committees
- Assist the Director of Human Resources in performing special studies, surveys and other assignments related to personnel administration including personnel and financial matters of the assigned division;
- Perform special studies, investigations and other work as directed by the City Manager;
- Assist in budget implementation and participate in forecasting additional funds needed for staffing, equipment, materials and supplies
- Supervise or act as lead employee to staff involved in any of the assignments; and
- Perform other work as assigned.

## **KNOWLEDGE SKILLS AND ABILITIES**

Considerable knowledge of:

- The principles and practices of personnel administration. including state and federal laws, regulations and guidelines affecting personnel administration in a municipal government;



## **HUMAN RESOURCES DIVISION MANAGER (continued)**

- The objectives and programs of municipal management;
- Research methods and statistical analysis;
- Budgeting procedures and techniques
- Pertinent local, State and Federal rules, regulations and laws; and
- Occupations found in City government and employee benefit and insurance programs.

### **Ability to:**

- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations to resolve specific issues, complaints or problems involving individuals or organizational units;
- Present statistical and narrative reports or correspondence clearly, concisely, logically, accurately and convincingly in oral and written form;
- Establish and maintain tactful and constructive relationships by collaborating with City employees including elected and senior officials and managers, the general public, and other governmental representatives;
- Work effectively and coordinate multiple projects and complex tasks simultaneously in time-sensitive situations and meet deadlines;
- Understand, interpret, and apply rules, standards, or procedures and persuade others to accept or adopt recommendations;
- Formulate reasonable and effective conclusions;
- Conduct thorough investigations, determine methodologies and obtain basic data necessary to evaluate solutions to complex problems and issues with multiple variables;
- Train, supervise, or evaluate assigned staff and their work; and
- Walk or stand for extended periods of time and bend, stoop, crawl, climb, and lift 25 pounds as necessary to perform assigned duties

### **SUPERVISION RECEIVED**

Works under the general direction of the Director of Human Resources or Assistant Director of Human Resources as assigned.

### **SUPERVISION EXERCISED**

Supervises staff or acts as lead supervisor to those assigned to a task, program or project.

### **CONFLICT OF INTEREST**

Incumbents in this position are required to file a Conflict of Interest Statement upon assuming office, annually, and upon leaving office, in accordance with City Manager's Directive 100.



## Agenda Report

19-1209

Agenda Date: 3/26/2019

### REPORT TO COUNCIL

#### **SUBJECT**

Action on Agreements for On-Call Construction Management and Inspection Services for Public Works Projects

#### **BACKGROUND**

The Department of Public Works oversees construction management and construction inspection for various capital projects including pavement rehabilitation, traffic signal and transportation infrastructure, parks, storm drain and sanitary sewer improvements, building renovations, and capital maintenance. When numerous projects are in the construction phase concurrently, the City relies on consultant resources to supplement City staff to perform the construction management and construction inspection services.

The purpose and scope of these agreements (Attachments 1 and 2) provide on-call construction management and inspection services to supplement City staff for various Public Works projects.

#### **DISCUSSION**

A Request for Qualifications (RFQ) process was utilized to solicit proposals for on-call construction management and inspection services. The RFQ was advertised December 2018 and eight proposals were received on January 14, 2019. Public Works staff evaluated the qualifications of the proposers and Propcon Corp. and CSG Consultants, Inc. were selected as the top two ranked firms due to their performance track record, qualified staffing, and experience.

Based on Capital Improvement Plan projections and the volume of projects that will be in the construction phase, the estimated need for on-call consultant services to accommodate this increase in workload for the remainder of the current fiscal year and the next two fiscal years is approximately \$550,000. An additional \$100,000 agreement capacity is being requested to account for unforeseen needs that may arise (new projects and projects not currently detailed). Staff is requesting the approval of agreements with two different consultants so there is flexibility in case one of them cannot provide timely services to the City based on workload. Because of this, approval is also being requested for the City Manager to have the capability to shift funding between the agreements as long as the total combined aggregate of \$650,000 for both agreements is not exceeded.

Staff is recommending approval of two (2) three-year agreements, each with a not-to-exceed amount of \$325,000, for a total not-to-exceed amount of \$650,000.

#### **ENVIRONMENTAL REVIEW**

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably

foreseeable indirect physical change in the environment.

**FISCAL IMPACT**

The amount to be paid to contractors for construction management and inspection services over the three-year term of the agreements is estimated to be \$650,000, subject to future budget appropriations. The amounts to be paid to Propcon Corp. shall not exceed \$325,000 and CSG Consultants, Inc. shall not exceed \$325,000 over the three-year terms of each respective agreement. Sufficient funding for the remainder of the current fiscal year in the amount of \$175,000 was included in the FY 2018/19 Adopted Operating Budget. Funding beyond FY 2018/19 will be included as part of future year's budget development process.

**COORDINATION**

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

**PUBLIC CONTACT**

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

**RECOMMENDATION**

1. Approve and authorize the City Manager to execute agreements for the Performance of Services with Propcon Corp. (\$325,000) and CSG Consultants, Inc. (\$325,000) to perform on-call construction management and inspection services for a combined amount not-to-exceed \$650,000 over the three-year terms of the agreements;
2. Authorize the City Manager to amend agreement not-to-exceed amounts as long as the cumulative total does not exceed \$650,000 subject to annual appropriations; and
3. Authorize the City Manager to exercise up to two one-year extensions for each agreement with no increase in compensation in the event that the work is not completed by the Agreement end dates and make minor modifications to the agreements, if necessary.

Reviewed by: Craig Mobeck, Director of Public Works

Approved by: Deanna J. Santana, City Manager

**ATTACHMENTS**

1. Agreement with Propcon Corp. DBA APC International, Inc.
2. Agreement with CSG Consultants, Inc.

**AGREEMENT FOR  
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
PROPCON CORP.**

**PREAMBLE**

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and **PROPCON CORP.**, a California corporation doing business as APC INTERNATIONAL, INC. (Consultant). City and Consultant may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

**RECITALS**

- A. Consultant agrees to provide professional consulting services in the area of Construction Management and Inspection Services ("Services") on an on-call basis;
- B. Consultant represents that it, and its subconsultants, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

**AGREEMENT TERMS AND CONDITIONS**

**1. AGREEMENT DOCUMENTS**

The documents forming the entire Agreement between City and Consultant shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Rates and Charges

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

## **2. TERM OF AGREEMENT**

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on April 15, 2019 and terminate on April 14, 2022.

## **3. SCOPE OF SERVICES & SERVICE ORDERS**

Consultant shall provide professional consulting services described in Exhibit A to the City on an as-needed basis pursuant to individual service orders ("Service Orders") issued in accordance with the Terms and Conditions of this Agreement.

Each Service Order will describe the services and deliverables (collectively "Work") the Consultant must provide, the time limit within which the Consultant must complete the Work, and the compensation for the Work. Exhibit A further describes the procedure for Service Orders.

The City will not compensate the Consultant for any Work until the City has executed the service order for such Work ("Approved Service Order").

Each Approved Service Order incorporates the Terms and Conditions of this Agreement.

The City has no obligation to issue any Approved Service Orders under this Agreement. The City may issue any number of Approved Service Orders provided that the sum of the maximum compensation of all Approved Service Orders cannot exceed the Maximum Total Compensation defined in Section 6 below.

To the extent possible, the professional services to be provided under this Agreement shall be performed in the City of Santa Clara

## **4. WARRANTY**

Consultant expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Consultant agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Consultant. If Consultant fails to promptly correct or replace materials or services, City may

make corrections or replace materials or services and charge Consultant for the cost incurred by City.

## **5. QUALIFICATIONS OF CONSULTANT - STANDARD OF CARE**

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

## **6. COMPENSATION AND PAYMENT**

There is a maximum total compensation for this Agreement and a separate maximum compensation for each Approved Service Order.

- A. Maximum Total Compensation – Agreement: The maximum total, aggregate compensation the City will pay the Consultant for all professional fees for all Approved Service Orders issued under this Agreement shall not exceed Three Hundred Twenty-Five Thousand Dollars (\$325,000) ("Maximum Total Compensation"). All work performed or materials provided in excess of the Total Maximum Compensation shall be at Consultant's expense. Consultant shall not be entitled to any payment above the Total Maximum Compensation under any circumstance.
- B. Maximum Compensation – Service Order: Each Approved Service Order will specify the maximum amount payable to the Consultant for all professional fees related to the Consultant providing the Work ("Maximum Service Order Compensation"). The Consultant shall fully complete all Work required by the Approved Service Order for no more than that Maximum Service Order Compensation. Exhibit B sets forth a schedule of the Consultant's rates and charges ("Schedule of Rates and Charges") that applies to any services provided in an Approved Service Order.

## **7. TERMINATION**

Termination for Convenience. City shall have the right to terminate this Agreement or any Service Order under this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Consultant.

Termination for Default. If Consultant fails to perform any of its material obligations under this Agreement or any Service Order under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Consultant.

Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Consultant will deliver to City all City information or material that Consultant has in its possession.

## **8. ASSIGNMENT AND SUBCONTRACTING**

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

Consultant shall be as fully responsible to City for the acts and omissions of its subconsultants, and of persons either directly or indirectly employed by them, as Consultant is for the acts and omissions of persons directly employed by it.

## **9. NO THIRD PARTY BENEFICIARY**

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

## **10. INDEPENDENT CONTRACTOR**

Consultant and all person(s) employed by or contracted with Consultant to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Consultant has full rights to manage its employees in their performance of Services under this Agreement.

## **11. CONFIDENTIALITY OF MATERIAL**

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

## **12. OWNERSHIP OF MATERIAL**

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused

to be prepared under this Agreement shall be the property of City but Consultant may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Consultant shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

### **13. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT**

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Consultant for the purpose of verifying any and all charges made by Consultant in connection with Consultant compensation under this Agreement, including termination of Consultant. Consultant agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Consultant shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Consultant shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Consultant agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Consultant's Services hereunder.

### **14. HOLD HARMLESS/INDEMNIFICATION**

To the extent permitted by law, Consultant agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Consultant pursuant to this Agreement – including claims of any kind by Consultant's employees or persons contracting with Consultant to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.

Consultant's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Consultant, against City (either alone, or jointly with Consultant),



regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

To the extent Consultant is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Consultant warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Consultant's responsibilities under the Act.

## **15. INSURANCE REQUIREMENTS**

During the term of this Agreement, and for any time period set forth in Exhibit C, Consultant shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

## **16. WAIVER**

Consultant agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

## **17. NOTICES**

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

City of Santa Clara  
Attention: Department of Public Works  
1500 Warburton Avenue  
Santa Clara, CA 95050  
and by e-mail at [ctemple@santaclaraca.gov](mailto:ctemple@santaclaraca.gov), and  
[manager@santaclaraca.gov](mailto:manager@santaclaraca.gov)

And to Consultant addressed as follows:

Allan T. Butler, President  
PROPCON CORP.  
396 Industrial Street  
Campbell, CA 95008  
and by e-mail at [APCIntl@aol.com](mailto:APCIntl@aol.com)

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

## **18. COMPLIANCE WITH LAWS**

Consultant shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Consultant's attention is called to California Health and Safety Code section 26250, and the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Consultant has read and agrees to comply with City's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

## **19. CONFLICTS OF INTEREST & ECONOMIC DISCLOSURE**

Consultant certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Consultant and that no person associated with Consultant has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Consultant is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Consultant will advise City if a conflict arises. Furthermore, due to the nature of the Services to be performed hereunder, Consultant shall promptly file a Statement of Economic Interests (Form 700) upon commencement of the Agreement in accordance with California Government Code section 87200.

## **20. FAIR EMPLOYMENT**

Consultant shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

## **21. NO USE OF CITY NAME OR EMBLEM**

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

## **22. GOVERNING LAW AND VENUE**

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

in the United States District Court, Northern District of California, San Jose, California.

**23. SEVERABILITY CLAUSE**

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

**24. AMENDMENTS**

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

**25. COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

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

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

Approved as to Form: \_\_\_\_\_

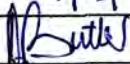
Dated: \_\_\_\_\_

\_\_\_\_\_  
BRIAN DOYLE  
City Attorney

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

"CITY"

**PROPCON CORP.,**  
a California corporation,  
DBA APC INTERNATIONAL, INC.

Dated: 2/12/19  
By (Signature):   
Name: Allan T. Butler  
Title: President  
Principal Place of  
Business Address: 396 Industrial Street, Campbell, CA 95008  
Email Address: APCIntl@aol.com  
Telephone: (408) 583-0510  
Fax: (408) 583-0515  
"CONSULTANT"

**EXHIBIT A**  
**SCOPE OF SERVICES**

**1. GENERAL**

The Consultant will provide professional construction management and inspection consulting services pursuant to individual service orders. The consulting services shall include, but not limited to, the following:

**1.1. Field Inspection**

- 1.1.1. Develop and maintain familiarity with the City's Standard Details and Specifications
- 1.1.2. Develop and maintain familiarity with the City's Project Plans and Specifications (Contract Documents)
- 1.1.3. Develop and maintain familiarity with relevant permits and permit conditions
- 1.1.4. Inspect, monitor and ensure the quality of work
- 1.1.5. Verify work is in compliance with plans and specifications
- 1.1.6. Verify work is in compliance with approved material submittals, field directives, requests for information (RFIs), etc.
- 1.1.7. Monitor quantity of work in place
- 1.1.8. Anticipate issues and work pro-actively to resolve them
- 1.1.9. Monitor safety of construction operations
- 1.1.10. Inspect traffic control for proper implementation, safety, and compliance with approved traffic control plan(s)
- 1.1.11. Inspect work areas for impacts to public safety and convenience and resolve issues identified
- 1.1.12. Verify work is in compliance with stormwater regulations and requirements
- 1.1.13. Develop punchlist(s) of incomplete and/or deficient work

- 1.1.14. Interact with the public
- 1.1.15. Verify construction contractor is updating as-builts
- 1.1.16. Monitor and document contractor work effort (manpower, equipment and materials) associated with time and material payment items or contract changes
- 1.1.17. Perform preliminary and final inspections

## **1.2. Coordination**

- 1.2.1. Coordinate work activities and issue resolution with City Departments
- 1.2.2. Coordinate work activities and issue resolution with other public agencies (if applicable)
- 1.2.3. Ensure contractor complies with all relevant permits and permit conditions
- 1.2.4. Coordinate work activities and issue resolution with utility owners
- 1.2.5. Coordinate work activities and issue resolution with materials testing provider(s)
- 1.2.6. Coordinate work activities and issue resolution with the City's special inspections consultant
- 1.2.7. Coordinate and/or monitor work activities and issue resolution with the City's building code inspection staff (if required)
- 1.2.8. Attend pre-construction meeting
- 1.2.9. Attend regularly scheduled meetings
- 1.2.10. Attend issue-specific meetings

## **1.3. Reporting and Management**

- 1.3.1. Complete, maintain and organize daily reports (daily reports to include: work completed and in progress; contractor manpower, equipment and materials; weather; key issues; etc.)
- 1.3.2. Prepare and communicate a Weekly Statement of Working Days
- 1.3.3. Review and/or process contractor submittals

- 1.3.4. Review and/or process contractor RFIs
- 1.3.5. Review and/or process contractor requests for substitution
- 1.3.6. Maintain photographic documentation for work progress and issue management
- 1.3.7. Provide weekly project status updates to City
- 1.3.8. Direct and notify contractor for any non-compliance, track all incidences, and work with contractor to correct as soon as practicable
- 1.3.9. Prepare, review and/or process field directives
- 1.3.10. Review contractor pay requests, resolve issues, and recommend payment amounts
- 1.3.11. Develop and distribute draft and final meeting minutes as required
- 1.3.12. Track all materials testing and maintain log of events and results
- 1.3.13. Track and/or monitor tracking of all building code and special inspections and reports
- 1.3.14. Monitor contractor's compliance with the City's requirements for Construction and Demolition Debris Recycling
- 1.3.15. Track and maintain documentation related to LEED certification requirements
- 1.3.16. Review, monitor and report on contractor's schedule status (on-schedule, ahead, behind)
- 1.3.17. Monitor and/or manage construction impacts to the public, other agencies, utilities, etc.
- 1.3.18. Monitor, evaluate and report on potential contract changes (potential change orders) and advise City regarding change resolution and/or negotiation
- 1.3.19. Provide independent cost estimates for potential contract changes as required
- 1.3.20. Manage punchlist process and closeout from substantial completion through to final completion and acceptance of work

- 1.3.21. Review contractor as-builts and coordinate corrections as necessary to ensure accurate record drawings
- 1.3.22. Ensure all warranties, operations & maintenance manuals and related documentation are submitted
- 1.3.23. Manage the construction inspection and management team to ensure successful completion of services, and within budget

#### **1.4. Land Surveying**

- 1.4.1. Perform topographic surveys to determine and verify locations and elevations of existing/proposed improvements, structures and topographic features including utility valves/vaults, etc.
- 1.4.2. Determine locations of property lines, boundaries, easements, and rights-of-way
- 1.4.3. Prepare legal descriptions and plat maps for easements and/or property and right-of-way boundaries
- 1.4.4. Create plat maps from existing legal descriptions
- 1.4.5. Establish and adjust benchmarks
- 1.4.6. Perform research and survey work related to public and private land ownership, public easements, etc.
- 1.4.7. Prepare and interpret deeds and descriptions
- 1.4.8. Establish horizontal and vertical controls
- 1.4.9. Perform photogrammetric control surveys and prepare photogrammetric mapping/orthophotos
- 1.4.10. Create, stamp and sign subdivision maps, parcel maps, lot line adjustments and other documents (if requested)
- 1.4.11. Perform quality assurance checks of construction contractor-provided survey work
- 1.4.12. Provide construction staking (if requested)



## **2. PROCEDURE FOR SERVICE ORDERS**

- 2.1.1. City will provide a description of the desired Work to be performed by Consultant. City will indicate to Consultant if any City staff (part-time or full-time) is available to participate in delivering the Work. (Refer to Section 3 below regarding staffing coordination.)
- 2.1.2. Consultant will prepare a written service order proposal in accordance with the City's request. Consultant shall consider and incorporate into the proposal the City's input regarding City staffing availability to participate in the delivery of the Work. The proposal must include, but is not limited to, the following:
  - 2.1.2.1. The proposed scope of Work;
  - 2.1.2.2. The name and assignment of each of Consultant's professional employees who will be principally responsible for performing the Work;
  - 2.1.2.3. A time schedule and total cost for providing the Work; and
  - 2.1.2.4. Any other information requested by the City.
- 2.1.3. City will review and provide comments to Consultant. Or, City will accept Consultant's written proposal without comments.
- 2.1.4. If the City provides comments on Consultant's proposal, Consultant shall revise the proposal to address City's comments.
- 2.1.5. Once the Consultant and the City agree on the terms of the proposed Service Order, the City will prepare the final Service Order.
- 2.1.6. Consultant will be authorized to proceed with the Work under the Approved Service Order upon notification by the City that the Approved Service Order has been executed by the City or at some later date as designated by the City in writing.

## **3. STAFFING IN COORDINATION WITH CITY**

The City may be in a position to have City staff perform some of the responsibilities of the construction management and inspection team for a specified scope of services. The City staff may be either part-time or full-time. Consultant should therefore anticipate the possibility that City staff will need to be integrated into the construction management and inspection team. This will necessarily displace Consultant staff for these functions. All staffing considerations and decisions are anticipated to be a collaborative effort between the City and Consultant; however, in

case of a dispute, the City shall have final decision authority regarding staffing for the scope of services. If the City indicates that no City staffing support is available, the Consultant will be requested to propose on a complete team to perform all of the desired scope of services.

## **EXHIBIT B SCHEDULE OF RATES AND CHARGES**

This Exhibit B sets forth Consultant's rates that apply to any services provided in an Approved Service Order. The rates shall remain fixed for the term of the Agreement.

The hourly rates are inclusive of all incidental costs, including but not limited to, travel time, vehicle costs, materials, equipment, administration and overhead.

<b>Position</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
Construction Manager/Inspector I	\$92.00	\$94.53	\$97.13	\$99.80
Construction Manager/Inspector II	\$97.00	\$99.67	\$102.41	\$105.23
Project Manager	\$130.00	\$133.58	\$137.25	\$141.02

### **Invoicing:**

1. If an Approved Service Order requires invoicing to be generated in a timesheet format, Consultant shall provide information for each Consultant staff person including name and position title (i.e. relevant role with respect to work performed under the service order). Position hourly rates shall comply with the rates included in the table above.

In addition, the itemization on each monthly invoice shall set forth the amount of time (recorded in quarter hours) for each employee, the name of the employee and a description of each task performed. After setting forth the time spent on a daily basis, the itemization will provide a summary, at its end, of the total hours spent by each employee for the month, the hourly rate charged for that employee, and the total value of the service rendered by that employee for the month. The amount billed for Work shall then be determined by adding the value for the Work rendered by each employee for that particular month.

2. If an Approved Service Order requires invoicing to be generated in a progress or percent complete format, Consultant shall provide information describing in detail the services performed and how those services correlate to the percent complete. The detailed descriptions shall be for each category of services as identified in the Approved Service Order.

3. Within thirty (30) days of receipt of an itemized written invoice from the Consultant, City shall pay Consultant the amount billed for Work performed under the Approved Service Order during that billing period.

## **EXHIBIT C**

### **INSURANCE REQUIREMENTS**

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

#### **A. COMMERCIAL GENERAL LIABILITY INSURANCE**

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:
  - \$1,000,000 Each Occurrence
  - \$2,000,000 General Aggregate
  - \$2,000,000 Products/Completed Operations Aggregate
  - \$1,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Consultant; 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 Consultant to comply with the insurance requirements of this Agreement:
  - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
  - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
  - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

#### **B. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

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

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

#### C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Consultant 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 Consultant or any subconsultant under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

#### D. COMPLIANCE WITH REQUIREMENTS

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

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Consultant'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 Consultant 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 Consultant's insurance.

3. Cancellation.

- a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
- b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

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

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Consultant and City agree as follows:

1. Consultant agrees to ensure that subconsultants, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Consultant, provide the same minimum insurance coverage required of Consultant, except as with respect to limits. Consultant 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. Consultant agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subconsultants and others engaged in the project will be submitted to City for review.
2. Consultant 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 Consultant 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 Consultant in the event of material noncompliance with the insurance requirements set forth in this Agreement.

#### F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Consultant, and each and every subconsultant (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. Consultant shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

#### G. EVIDENCE OF COMPLIANCE

Consultant 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, Consultant 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 [\*insert City department name here]

P.O. Box 100085 – S2

or

1 Ebix Way

Duluth, GA 30096

John's Creek, GA 30097

Telephone number: 951-766-2280

Fax number: 770-325-0409

Email address: ctsantaclara@ebix.com

#### H. QUALIFYING INSURERS

All of the insurance companies providing insurance for Consultant shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or



shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

## **EXHIBIT D LABOR COMPLIANCE ADDENDUM**

This Agreement is subject to the requirements of California Labor Code section 1720 *et seq.* requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

### **A. Prevailing Wage Requirements**

1. Consultant shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at [www.dir.ca.gov](http://www.dir.ca.gov) and are on file with the City Clerk's office, which shall be available to any interested party upon request. Consultant is also required to have a copy of the applicable wage determination posted and/or available at each job site.
2. Specifically, consultants are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.
3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Consultants and subconsultants are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at [www.dir.ca.gov](http://www.dir.ca.gov).
4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.
5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Consultant agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subconsultants) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 *et seq.*, as well as any additional documentation

requested by the City or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Consultant and all subconsultants shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.
7. No consultant or subconsultant may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
8. No consultant or subconsultant may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Consultants MUST be a registered "public works consultant" with the DIR AT THE TIME OF BID. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.
9. All consultants/subconsultants and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works 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 consultant or subconsultants not be a registered public works contractor and perform work on the project, Consultant agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.
11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

#### B. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at

any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

C. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.
2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.
3. The City is not obligated to make any payment due to Consultant until Consultant has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Consultant until all required documentation is submitted. Any payment by the City despite Consultant's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

City or the California Department of Industrial Relations may impose penalties upon consultants and subconsultants for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violation identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.

**AGREEMENT FOR  
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
CSG CONSULTANTS, INC.**

**PREAMBLE**

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and **CSG CONSULTANTS, INC.**, a California corporation (Consultant). City and Consultant may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

**RECITALS**

- A. Consultant agrees to provide professional consulting services in the area of Construction Management and Inspection Services ("Services") on an on-call basis;
- B. Consultant represents that it, and its subconsultants, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

**AGREEMENT TERMS AND CONDITIONS**

**1. AGREEMENT DOCUMENTS**

The documents forming the entire Agreement between City and Consultant shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Rates and Charges

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

## **2. TERM OF AGREEMENT**

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on April 15, 2019 and terminate on April 14, 2022.

## **3. SCOPE OF SERVICES & SERVICE ORDERS**

Consultant shall provide professional consulting services described in Exhibit A to the City on an as-needed basis pursuant to individual service orders ("Service Orders") issued in accordance with the Terms and Conditions of this Agreement.

Each Service Order will describe the services and deliverables (collectively "Work") the Consultant must provide, the time limit within which the Consultant must complete the Work, and the compensation for the Work. Exhibit A further describes the procedure for Service Orders.

The City will not compensate the Consultant for any Work until the City has executed the service order for such Work ("Approved Service Order").

Each Approved Service Order incorporates the Terms and Conditions of this Agreement.

The City has no obligation to issue any Approved Service Orders under this Agreement. The City may issue any number of Approved Service Orders provided that the sum of the maximum compensation of all Approved Service Orders cannot exceed the Maximum Total Compensation defined in Section 6 below.

To the extent possible, the professional services to be provided under this Agreement shall be performed in the City of Santa Clara

## **4. WARRANTY**

Consultant expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Consultant agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Consultant. If Consultant fails to promptly correct or replace materials or services, City may

make corrections or replace materials or services and charge Consultant for the cost incurred by City.

## **5. QUALIFICATIONS OF CONSULTANT - STANDARD OF CARE**

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

## **6. COMPENSATION AND PAYMENT**

There is a maximum total compensation for this Agreement and a separate maximum compensation for each Approved Service Order.

- A. Maximum Total Compensation – Agreement: The maximum total, aggregate compensation the City will pay the Consultant for all professional fees for all Approved Service Orders issued under this Agreement shall not exceed Three Hundred Twenty-Five Thousand Dollars (\$325,000) ("Maximum Total Compensation"). All work performed or materials provided in excess of the Total Maximum Compensation shall be at Consultant's expense. Consultant shall not be entitled to any payment above the Total Maximum Compensation under any circumstance.
- B. Maximum Compensation – Service Order: Each Approved Service Order will specify the maximum amount payable to the Consultant for all professional fees related to the Consultant providing the Work ("Maximum Service Order Compensation"). The Consultant shall fully complete all Work required by the Approved Service Order for no more than that Maximum Service Order Compensation. Exhibit B sets forth a schedule of the Consultant's rates and charges ("Schedule of Rates and Charges") that applies to any services provided in an Approved Service Order.

## **7. TERMINATION**

Termination for Convenience. City shall have the right to terminate this Agreement or any Service Order under this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Consultant.

Termination for Default. If Consultant fails to perform any of its material obligations under this Agreement or any Service Order under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Consultant.

Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Consultant will deliver to City all City information or material that Consultant has in its possession.

**8. ASSIGNMENT AND SUBCONTRACTING**

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

Consultant shall be as fully responsible to City for the acts and omissions of its subconsultants, and of persons either directly or indirectly employed by them, as Consultant is for the acts and omissions of persons directly employed by it.

**9. NO THIRD PARTY BENEFICIARY**

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

**10. INDEPENDENT CONTRACTOR**

Consultant and all person(s) employed by or contracted with Consultant to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Consultant has full rights to manage its employees in their performance of Services under this Agreement.

**11. CONFIDENTIALITY OF MATERIAL**

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

**12. OWNERSHIP OF MATERIAL**

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused



to be prepared under this Agreement shall be the property of City but Consultant may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Consultant shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

### **13. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT**

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Consultant for the purpose of verifying any and all charges made by Consultant in connection with Consultant compensation under this Agreement, including termination of Consultant. Consultant agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Consultant shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Consultant shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Consultant agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Consultant's Services hereunder.

### **14. HOLD HARMLESS/INDEMNIFICATION**

To the extent permitted by law, Consultant agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Consultant pursuant to this Agreement – including claims of any kind by Consultant's employees or persons contracting with Consultant to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.

Consultant's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Consultant, against City (either alone, or jointly with Consultant),

regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

To the extent Consultant is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Consultant warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Consultant's responsibilities under the Act.

#### **15. INSURANCE REQUIREMENTS**

During the term of this Agreement, and for any time period set forth in Exhibit C, Consultant shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

#### **16. WAIVER**

Consultant agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

#### **17. NOTICES**

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

City of Santa Clara  
Attention: Department of Public Works  
1500 Warburton Avenue  
Santa Clara, CA 95050  
and by e-mail at [ctemple@santaclaraca.gov](mailto:ctemple@santaclaraca.gov), and  
[manager@santaclaraca.gov](mailto:manager@santaclaraca.gov)

And to Consultant addressed as follows:

Nourdin Khayata, Vice President  
CSG Consultants, Inc.  
3150 Almaden Expressway, #255  
San Jose, CA 95118  
and by e-mail at [nourdin@csgengr.com](mailto:nourdin@csgengr.com)

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

**18. COMPLIANCE WITH LAWS**

Consultant shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Consultant's attention is called to California Health and Safety Code section 26250, and regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Consultant has read and agrees to comply with City's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

**19. CONFLICTS OF INTEREST & ECONOMIC DISCLOSURE**

Consultant certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Consultant and that no person associated with Consultant has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Consultant is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Consultant will advise City if a conflict arises. Furthermore, due to the nature of the Services to be performed hereunder, Consultant shall promptly file a Statement of Economic Interests (Form 700) upon commencement of the Agreement in accordance with California Government Code section 87200.

**20. FAIR EMPLOYMENT**

Consultant shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

**21. NO USE OF CITY NAME OR EMBLEM**

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

**22. GOVERNING LAW AND VENUE**

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

in the United States District Court, Northern District of California, San Jose, California.

**23. SEVERABILITY CLAUSE**

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

**24. AMENDMENTS**

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

**25. COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

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

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

Approved as to Form:


Dated: \_\_\_\_\_

\_\_\_\_\_  
BRIAN DOYLE  
City Attorney

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

"CITY"

**CSG CONSULTANTS, INC.**  
a California corporation

Dated: 03-13-19  
By (Signature):   
Name: Nourdin Khayata  
Title: Vice President  
Principal Place of Business Address: 3150 Almaden Expressway, #255, San Jose, CA 95118  
Email Address: nourdin@csgengr.com  
Telephone: (408) 618-8300  
Fax: (408) 618-8310

"CONSULTANT"

**EXHIBIT A**  
**SCOPE OF SERVICES**

**1. GENERAL**

The Consultant will provide professional construction management and inspection consulting services pursuant to individual service orders. The consulting services shall include, but not limited to, the following:

**1.1. Field Inspection**

- 1.1.1. Develop and maintain familiarity with the City's Standard Details and Specifications
- 1.1.2. Develop and maintain familiarity with the City's Project Plans and Specifications (Contract Documents)
- 1.1.3. Develop and maintain familiarity with relevant permits and permit conditions
- 1.1.4. Inspect, monitor and ensure the quality of work
- 1.1.5. Verify work is in compliance with plans and specifications
- 1.1.6. Verify work is in compliance with approved material submittals, field directives, requests for information (RFIs), etc.
- 1.1.7. Monitor quantity of work in place
- 1.1.8. Anticipate issues and work pro-actively to resolve them
- 1.1.9. Monitor safety of construction operations
- 1.1.10. Inspect traffic control for proper implementation, safety, and compliance with approved traffic control plan(s)
- 1.1.11. Inspect work areas for impacts to public safety and convenience and resolve issues identified
- 1.1.12. Verify work is in compliance with stormwater regulations and requirements
- 1.1.13. Develop punchlist(s) of incomplete and/or deficient work

- 1.1.14. Interact with the public
- 1.1.15. Verify construction contractor is updating as-builts
- 1.1.16. Monitor and document contractor work effort (manpower, equipment and materials) associated with time and material payment items or contract changes
- 1.1.17. Perform preliminary and final inspections

## **1.2. Coordination**

- 1.2.1. Coordinate work activities and issue resolution with City Departments
- 1.2.2. Coordinate work activities and issue resolution with other public agencies (if applicable)
- 1.2.3. Ensure contractor complies with all relevant permits and permit conditions
- 1.2.4. Coordinate work activities and issue resolution with utility owners
- 1.2.5. Coordinate work activities and issue resolution with materials testing provider(s)
- 1.2.6. Coordinate work activities and issue resolution with the City's special inspections consultant
- 1.2.7. Coordinate and/or monitor work activities and issue resolution with the City's building code inspection staff (if required)
- 1.2.8. Attend pre-construction meeting
- 1.2.9. Attend regularly scheduled meetings
- 1.2.10. Attend issue-specific meetings

## **1.3. Reporting and Management**

- 1.3.1. Complete, maintain and organize daily reports (daily reports to include: work completed and in progress; contractor manpower, equipment and materials; weather; key issues; etc.)
- 1.3.2. Prepare and communicate a Weekly Statement of Working Days
- 1.3.3. Review and/or process contractor submittals

- 1.3.4. Review and/or process contractor RFIs
- 1.3.5. Review and/or process contractor requests for substitution
- 1.3.6. Maintain photographic documentation for work progress and issue management
- 1.3.7. Provide weekly project status updates to City
- 1.3.8. Direct and notify contractor for any non-compliance, track all incidences, and work with contractor to correct as soon as practicable
- 1.3.9. Prepare, review and/or process field directives
- 1.3.10. Review contractor pay requests, resolve issues, and recommend payment amounts
- 1.3.11. Develop and distribute draft and final meeting minutes as required
- 1.3.12. Track all materials testing and maintain log of events and results
- 1.3.13. Track and/or monitor tracking of all building code and special inspections and reports
- 1.3.14. Monitor contractor's compliance with the City's requirements for Construction and Demolition Debris Recycling
- 1.3.15. Track and maintain documentation related to LEED certification requirements
- 1.3.16. Review, monitor and report on contractor's schedule status (on-schedule, ahead, behind)
- 1.3.17. Monitor and/or manage construction impacts to the public, other agencies, utilities, etc.
- 1.3.18. Monitor, evaluate and report on potential contract changes (potential change orders) and advise City regarding change resolution and/or negotiation
- 1.3.19. Provide independent cost estimates for potential contract changes as required
- 1.3.20. Manage punchlist process and closeout from substantial completion through to final completion and acceptance of work



- 1.3.21. Review contractor as-builts and coordinate corrections as necessary to ensure accurate record drawings
- 1.3.22. Ensure all warranties, operations & maintenance manuals and related documentation are submitted
- 1.3.23. Manage the construction inspection and management team to ensure successful completion of services, and within budget

#### **1.4. Land Surveying**

- 1.4.1. Perform topographic surveys to determine and verify locations and elevations of existing/proposed improvements, structures and topographic features including utility valves/vaults, etc.
- 1.4.2. Determine locations of property lines, boundaries, easements, and rights-of-way
- 1.4.3. Prepare legal descriptions and plat maps for easements and/or property and right-of-way boundaries
- 1.4.4. Create plat maps from existing legal descriptions
- 1.4.5. Establish and adjust benchmarks
- 1.4.6. Perform research and survey work related to public and private land ownership, public easements, etc.
- 1.4.7. Prepare and interpret deeds and descriptions
- 1.4.8. Establish horizontal and vertical controls
- 1.4.9. Perform photogrammetric control surveys and prepare photogrammetric mapping/orthophotos
- 1.4.10. Create, stamp and sign subdivision maps, parcel maps, lot line adjustments and other documents (if requested)
- 1.4.11. Perform quality assurance checks of construction contractor-provided survey work
- 1.4.12. Provide construction staking (if requested)

## **2. PROCEDURE FOR SERVICE ORDERS**

- 2.1.1. City will provide a description of the desired Work to be performed by Consultant. City will indicate to Consultant if any City staff (part-time or full-time) is available to participate in delivering the Work. (Refer to Section 3 below regarding staffing coordination.)
- 2.1.2. Consultant will prepare a written service order proposal in accordance with the City's request. Consultant shall consider and incorporate into the proposal the City's input regarding City staffing availability to participate in the delivery of the Work. The proposal must include, but is not limited to, the following:
  - 2.1.2.1. The proposed scope of Work;
  - 2.1.2.2. The name and assignment of each of Consultant's professional employees who will be principally responsible for performing the Work;
  - 2.1.2.3. A time schedule and total cost for providing the Work; and
  - 2.1.2.4. Any other information requested by the City.
- 2.1.3. City will review and provide comments to Consultant. Or, City will accept Consultant's written proposal without comments.
- 2.1.4. If the City provides comments on Consultant's proposal, Consultant shall revise the proposal to address City's comments.
- 2.1.5. Once the Consultant and the City agree on the terms of the proposed Service Order, the City will prepare the final Service Order.
- 2.1.6. Consultant will be authorized to proceed with the Work under the Approved Service Order upon notification by the City that the Approved Service Order has been executed by the City or at some later date as designated by the City in writing.

## **3. STAFFING IN COORDINATION WITH CITY**

The City may be in a position to have City staff perform some of the responsibilities of the construction management and inspection team for a specified scope of services. The City staff may be either part-time or full-time. Consultant should therefore anticipate the possibility that City staff will need to be integrated into the construction management and inspection team. This will necessarily displace Consultant staff for these functions. All staffing considerations and decisions are anticipated to be a collaborative effort between the City and Consultant; however, in

case of a dispute, the City shall have final decision authority regarding staffing for the scope of services. If the City indicates that no City staffing support is available, the Consultant will be requested to propose on a complete team to perform all of the desired scope of services.

**EXHIBIT B**  
**SCHEDULE OF RATES AND CHARGES**

This Exhibit B sets forth Consultant's rates that apply to any services provided in an Approved Service Order. The rates shall remain fixed for the term of the Agreement.

The hourly rates are inclusive of all incidental costs, including but not limited to, travel time, vehicle costs, materials, equipment, administration and overhead.

<b>Position</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
Inspector	\$140.00	\$143.85	\$147.81	\$151.87
Inspector (Overtime)	\$189.00	\$194.20	\$199.54	\$205.03
Office Engineer	\$140.00	\$143.85	\$147.81	\$151.87
Assistant Resident Engineer	\$160.00	\$164.40	\$168.92	\$173.57
Resident Engineer	\$190.00	\$195.23	\$200.60	\$206.12
Structure Representative	\$190.00	\$195.23	\$200.60	\$206.12

**Invoicing:**

1. If an Approved Service Order requires invoicing to be generated in a timesheet format, Consultant shall provide information for each Consultant staff person including name and position title (i.e. relevant role with respect to work performed under the service order). Position hourly rates shall comply with the rates included in the table above.

In addition, the itemization on each monthly invoice shall set forth the amount of time (recorded in quarter hours) for each employee, the name of the employee and a description of each task performed. After setting forth the time spent on a daily basis, the itemization will provide a summary, at its end, of the total hours spent by each employee for the month, the hourly rate charged for that employee, and the total value of the service rendered by that employee for the month. The amount billed for Work shall then be determined by adding the value for the Work rendered by each employee for that particular month.

2. If an Approved Service Order requires invoicing to be generated in a progress or percent complete format, Consultant shall provide information describing in detail the services performed and how those services correlate to the percent complete. The

detailed descriptions shall be for each category of services as identified in the Approved Service Order.

3. Within thirty (30) days of receipt of an itemized written invoice from the Consultant, City shall pay Consultant the amount billed for Work performed under the Approved Service Order during that billing period.

## EXHIBIT C

### INSURANCE REQUIREMENTS

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

#### A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:
  - \$1,000,000 Each Occurrence
  - \$2,000,000 General Aggregate
  - \$2,000,000 Products/Completed Operations Aggregate
  - \$1,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Consultant; 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 Consultant to comply with the insurance requirements of this Agreement:
  - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
  - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
  - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

#### B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

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

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

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Consultant 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 Consultant or any subconsultant under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

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

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Consultant'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 Consultant 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 Consultant's insurance.

3. Cancellation.

- a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
- b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

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

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Consultant and City agree as follows:

1. Consultant agrees to ensure that subconsultants, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Consultant, provide the same minimum insurance coverage required of Consultant, except as with respect to limits. Consultant 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. Consultant agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subconsultants and others engaged in the project will be submitted to City for review.
2. Consultant 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 Consultant 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 Consultant in the event of material noncompliance with the insurance requirements set forth in this Agreement.

#### F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Consultant, and each and every subconsultant (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. Consultant shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

#### G. EVIDENCE OF COMPLIANCE

Consultant 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, Consultant 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 [\*insert City department name here]

P.O. Box 100085 – S2

or 1 Ebix Way

Duluth, GA 30096

John's Creek, GA 30097

Telephone number: 951-766-2280

Fax number: 770-325-0409

Email address: ctsantacleara@ebix.com

#### H. QUALIFYING INSURERS

All of the insurance companies providing insurance for Consultant shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or

shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

**EXHIBIT D**  
**LABOR COMPLIANCE ADDENDUM**

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

**A. Prevailing Wage Requirements**

1. Consultant shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at [www.dir.ca.gov](http://www.dir.ca.gov) and are on file with the City Clerk's office, which shall be available to any interested party upon request. Consultant is also required to have a copy of the applicable wage determination posted and/or available at each job site.
2. Specifically, consultants are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.
3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Consultants and subconsultants are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at [www.dir.ca.gov](http://www.dir.ca.gov).
4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.
5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Consultant agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subconsultants) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq., as well as any additional documentation

requested by the City or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Consultant and all subconsultants shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.
7. No consultant or subconsultant may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
8. No consultant or subconsultant may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Consultants MUST be a registered "public works consultant" with the DIR AT THE TIME OF BID. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.
9. All consultants/subconsultants and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works 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 consultant or subconsultants not be a registered public works contractor and perform work on the project, Consultant agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.
11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

B. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at

any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

C. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.
2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.
3. The City is not obligated to make any payment due to Consultant until Consultant has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Consultant until all required documentation is submitted. Any payment by the City despite Consultant's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

City or the California Department of Industrial Relations may impose penalties upon consultants and subconsultants for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violation identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.



## Agenda Report

19-1410

Agenda Date: 3/26/2019

### REPORT TO COUNCIL

#### SUBJECT

Action on an Agreement for Services with e-Builder, Inc. for a Capital Projects Management System and Approve Related Budget Amendment

#### BACKGROUND

City staff manages approximately 225 Capital Improvement Program (CIP) projects with the majority of the projects being administered by the Electric Utility Department, Public Works Department, and Water and Sewer Utilities Department. The project scopes of these projects widely vary and require extensive monitoring, scheduling, budgeting and reporting. Currently, staff utilizes Microsoft Office products to manage project design and construction processes, and other software applications, such as PeopleSoft Financials, to order materials and process payments. These products are inadequate to efficiently handle the City's CIP projects. With an appropriated CIP budget of approximately \$83 million for Fiscal Year 2018-2019, and \$510 million expected over the next five (5) years, it is critical the City acquire a projects management system to integrate project phases, schedules, budgets, funding, project payments and stakeholders.

#### DISCUSSION

On August 28, 2018, staff issued a Request for Proposal (RFP) for a capital projects management system and nine (9) proposals were received. The proposals were evaluated by staff from the City Manager's Office, the Electric Utility Department, Public Works Department, and Water and Sewer Utilities Department. After the team's initial evaluation of the proposals, City staff interviewed the top three finalists (Aurigo Software Technologies Inc., e-Builder, Inc., and HKA Global, Inc.) and selected e-Builder, Inc. as the finalist.

e-Builder, Inc. was selected for several reasons, including but not limited to:

- Experience at comparable municipalities
- Robust implementation process that includes integration with City's financial system, PeopleSoft Financials
- Data migration/interoperability capabilities
- System administration will be provided in the annual software subscription that includes unlimited projects, unlimited document storage, maintenance releases and 24x7 technical support
- Data security as e-Builder integration specialists will work with City to securely exchange data with on-premise applications through the use of external and internal firewalls
- Ability to meet the City's software requirements for usability.

The system will be utilized by City staff and contractors and both parties will be able to communicate directly through the system and provide real-time project updates, including while out

in the field. In addition, the system has a comprehensive and diverse reporting system which will accurately produce project performance reports and forecasts. This system is aligned with the 2019 Council Goals and Priorities and will streamline the City's work management system, enhancing the City's capabilities to deliver high quality services. e-Builder, Inc. is proposed to launch in spring 2019 and the implementation will begin in late 2019 and will extend into 2020.

The proposed Agreement includes the City's standard hold harmless/indemnification requirements, but does include a limitation of liability for claims of personal injury and property damage caused by gross negligence or willful misconduct, breach of confidentiality, and intellectual property infringement. The limitation of liability is equal to up to twelve months subscription fees or \$154,642. This limitation of liability is greater than neighboring jurisdictions, which had limits of one (1) month or six (6) months of subscription fees.

Staff has negotiated the first five years for implementation and annual license fees and therefore recommends entering into a five-year Agreement for Services with e-Builder, Inc.

### **ENVIRONMENTAL REVIEW**

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

### **FISCAL IMPACT**

The total cost of the Agreement for Services with e-Builder, Inc. is \$1,015,490, including \$205,440 for implementation, \$36,800 for as-needed travel and related expenses, and \$154,642 for software licensing per year over the initial five-year term. Year one (FY 2018/19) cost is \$396,882, which will be paid from Electric Utility Capital Improvement Program Fund, Project Operations and Planning Technology (591-2395). As e-Builder will be used by Electric Utility Department, Public Works Department, and Water and Sewer Utilities Department, funding for this Agreement will be shared equally between the three departments.

**Total Year 1 Investment - \$396,881.24**

**Total Year 2 Investment - \$154,641.87**

**Total Year 3 Investment - \$154,641.87**

**Total Year 4 Investment - \$154,641.87**

**Total Year 5 Investment - \$154,641.87**

**Total Initial Term Investment - \$1,015,448.74**

The Public Works Department and Water and Sewer Utilities Department have not previously budgeted for implementation of e-Builder in FY 2018/19; therefore, the budget amendment recommended below transfers the equal shared costs (\$132,627) from the Water and Sewer Capital Improvement Program funds and the General Fund Capital Project reserves for this cost. These amounts will be transferred into the Electric Utility Capital Improvement Program (CIP) Fund to cover the project costs, as discussed above.

**Budget Amendment  
FY 2018/19**

	<b>Current</b>	<b>Increase/ (Decrease)</b>	<b>Revised</b>
<b>Water Utility Capital Fund (592)</b>			
<u>Transfers Out</u>			
Transfer to the Electric Utility Capital Fund	\$0	\$66,313	\$66,313
<u>Reserves</u>			
Ending Fund Balance	\$2,529,272	(\$66,313)	\$2,462,959
<b>Sewer Utility Capital Fund (594)</b>			
<u>Transfers Out</u>			
Transfer to the Electric Utility Capital Fund	\$0	\$66,314	\$66,314
<u>Reserves</u>			
Ending Fund Balance	\$26,178,020	(\$66,314)	\$26,111,706
<b>General Fund Reserves (063)</b>			
<u>Transfers Out</u>			
Transfer to the Electric Utility Capital Fund	\$0	\$132,627	\$132,627
<u>Reserves</u>			
Capital Project Reserve	\$24,768,836	(\$132,627)	\$24,636,209
<b>Electric Utility Capital Fund (591)</b>			
<u>Transfers In</u>			
Transfer from the Water Capital Fund	\$0	\$66,313	\$66,313
Transfer to the Sewer Capital Fund	\$0	\$66,314	\$66,314
Transfer to the General Fund Capital	\$0	\$132,627	\$132,627
<u>Projects Reserve</u>			
<u>Reserves</u>			
Ending Fund Balance	\$4,933,496	\$265,254	\$5,198,750

It is important to note that these costs do not reflect staff time required to implement e-Builder. Staff will propose additional funding as part of the budget process for internal implementation. If this funding is not approved, the City would still implement e-Builder but the transition period would be extended.

### **COORDINATION**

This report has been coordinated with the City Manager's Office, City Attorney's Office, Risk Manager, Department of Public Works, Water and Sewer Utilities Department, and Finance Department.

### **PUBLIC CONTACT**

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a



Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email [clerk@santaclaraca.gov](mailto:clerk@santaclaraca.gov) <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

**RECOMMENDATION**

Approve and authorize the City Manager to execute an Agreement for Services with e-Builder, Inc. for a capital projects management system, in an amount not-to-exceed \$1,015,490 and approve Related Budget Amendment.

Reviewed by: Manuel Pineda, Assistant City Manager/Interim 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  
E-BUILDER**

**PREAMBLE**

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation ("City") and e-Builder, Inc. a Florida corporation ("Contractor" or "e-Builder"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

**RECITALS**

- A. City desires to secure the services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

**AGREEMENT TERMS AND CONDITIONS**

**1. AGREEMENT DOCUMENTS**

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions

of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

## **2. DEFINITIONS**

“Confidential Information” means: (i) all information relating to e-Builder offerings that are marked Confidential; and (ii) customer information received by e-Builder;. Notwithstanding the foregoing, confidential information shall not include information that: (i) is or becomes generally known or available by publication, commercial use or otherwise through no fault of the receiving party; (ii) was in the receiving party’s possession at the time of disclosure without violation of any confidentiality restriction and without any restriction on the receiving party’s further use or disclosure; or (iii) is independently developed by the receiving party without use of the disclosing party’s confidential information. For purposes of clarity, confidential information shall mean information in any medium including hard copy, electronically stored or stored in any other means or manner.

“e-Builder offerings” means the products and services provided by e-Builder to City as defined in paragraph 13 and shall include, without limitation, any software or hardware configurations created by e-Builder for customer.

“Materials” means all manuals, specifications, instructions, training documents and content provided by e-Builder in connection with the e-Builder offerings, whether in written form or on a URL.

“Professional Services” means services provided by e-Builder as defined in Exhibits A, B and D

“Renewal Term” means any roll-over term that follows expiration of an initial term and as specified in paragraph 3 below.

“SaaS Service(s)” means software-as-a-service, consisting of e-Builder’s proprietary multi-user system developed, maintained and owned by e-builder for use by customers including, without limitation, the architecture, databases, infrastructure, software, basic software support, technology and web services deployed by e-Builder.

## **3. TERM OF AGREEMENT**

Unless otherwise set forth in this agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on March 26, 2019 (“Effective Date”) and terminate on March 26, 2024 (60 Months) following the payment terms in Exhibit B.

#### **4. SCOPE OF SERVICES & PERFORMANCE SCHEDULE**

Contractor shall perform those Services specified in Exhibit A. The performance schedule will be created and mutually agreed upon during the discovery phase of the implementation. The Parties agree that time is of the essence once the schedule is created.

#### **5. WARRANTY**

e-Builder represents and warrants that the e-Builder offerings will be provided in a professional manner in accordance with industry best practices by e-Builder employees or subcontractors that are qualified to provide such services. e-Builder shall address any issues with the SaaS service in accordance with e-Builder's Service Level Agreement, version 4.0 (dated in 2017), incorporated herein by reference.

#### **6. 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.

#### **7. COMPENSATION AND PAYMENT**

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "Schedule of Fees". The maximum compensation of this Agreement is 1,015,448.74, subject to budget appropriations, which includes all payments that may be authorized for Services and for travel and 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.

The Parties agree that the City is purchasing unlimited licenses based on its capital program spend per annum (the "Capital Spend Model"). The proposed annual subscription fees for unlimited e-Builder Enterprise Users is based on the City's estimated average annual capital spend of \$58,867,714.00.

Contractor reserves the right to adjust the Annual Software Subscription accordingly to align with the actual average annual capital spend once per renewal term upon written notification to City. Annual Capital Spend are the

expenses incurred to demolish, build, repair, remodel and furnish a building or site over a period of one (1) year. For purposes of clarity, expenses under this paragraph shall not include (1) the City's expenses towards the acquisition of the real estate and (2) any expenses related to projects in which the City has no role in administering or managing, but is only affiliated with the project because it provides funds to the project.

If City objects to an item on an invoice, it shall deliver a written objection thereof by no later by the date of payment after invoice transmission (the "Objection Notice"). If the Objection Notice is not timely delivered, City shall waive its right to object. Notwithstanding delivery of an Objection Notice, City will make payment of the undisputed invoice amount as specified in the invoice. If, after reasonable investigation, Contractor agrees (in whole or in part) with a dispute included within an Objection Notice, it shall credit such amount against subsequent invoices issued to City. The notice shall detail the dispute and explain what amounts owed are disputed and why. A hard copy shall be also be sent by overnight mail to the following address: e-Builder, Attn.: Billings and Collections, e-Builder, Inc., 1800 NW 69th Avenue, Suite 201, Plantation, Florida 33313.

If City fails to make timely payment, Contractor may charge City interest thereon at a rate of one-half (0.5%) percent per month on the undisputed portions of the invoice once the invoice is sixty (60) days overdue. City's payment of sums owed will not waive or extend any obligation of City to make ongoing payments, when due. Contractor may also suspend access to the e-Builder Offerings if City fails to timely remit payment or is otherwise in material default hereunder, and fails to timely cure such default. Any notices of default/termination and suspension may be combined.

All payments for the e-Builder Offerings are exclusive of Federal, state, local and foreign taxes, levies and assessments. Each Party shall be responsible for its own taxes (whether Federal, state or local), together with all governmental filings related thereto, which arise out of the e-Builder Offerings rendered hereunder. If the City is a tax-free entity, it must provide a tax exemption certificate to Contractor upon the signing of the Agreement.

## **8. TERMINATION**

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor. If City terminates the Agreement under this Paragraph, all previously paid or properly due subscription fees for the current contract year shall be non-refundable and forfeited. Furthermore, all earned, but unpaid, fees for Professional Services must be paid in full before the termination becomes effective.
- B. Termination for Default by City. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies

provided by law, the City may terminate this Agreement by providing notice to the Contractor and allowing sixty (60) days to cure such default. If the City terminated this Agreement for Default, it shall be entitled to a refund of any prepaid, but unused fees.

- C. Termination for Default. If the City fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, the Contractor may terminate this Agreement by providing notice to the breaching party and allowing sixty (60) days to cure such default. Upon a termination under this Paragraph, Contractor may seek remedies for all sums owed under the remaining Term.
- D. Upon termination and the City's payment for a data base archive, Contractor shall export for City all City data in an agreed upon database format, along with all City files uploaded to the City's document libraries. 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 ninety (90) days after the notice of termination, Contractor shall deliver to City all City data contained within the SaaS Service

## **9. ASSIGNMENT AND SUBCONTRACTING**

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

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

## **10. NO THIRD PARTY BENEFICIARY**

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

## **11. INDEPENDENT CONTRACTOR**

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.

## **12. CONFIDENTIALITY OF MATERIAL**

All memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or submitted by the City 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.

To the extent permitted by applicable law, including the California Public Records Act (California Government Code section 6250 et seq), each Party, to the extent that it receives Confidential Information of the other Party under this Agreement, will take reasonable steps, and exercise reasonable care, to hold such Confidential Information in confidence, and to not use it or disclose it (or willingly allow it to be used or disclosed) to any other person or entity.

## **13. SYSTEM ACCESS; USE; SUPPORT; UPDATES; OWNERSHIP OF MATERIAL**

City's use of the e-Builder Offerings includes a limited license to e-Builder software, subject to the restrictions contained herein. City acknowledges that title to and copyright in the software applications supplied by City (including but not limited to the e-Builder Enterprise™, e-Builder Professional™, e-Builder mobile applications, and other e-Builder add on software) are reserved by Contractor. City acquires no right in any software, copyrights, patents or any other intellectual property belonging to or licensed by Contractor, other than the limited rights to use the e-Builder Offerings. Contractor is and shall remain the sole owner of all copyrights, trademarks, patents and other proprietary rights in and to all aspects of the SaaS Offerings (including, without limitation, all software, code, business process and designs used in providing the SaaS Offerings). City acknowledges that the e-Builder software may be modified or upgraded from time to time, and that the e-Builder Offerings shall include the most recent version thereof.

City's use of the e-Builder Offerings is provided on a limited, non-exclusive, non-transferable basis during the Term of this Agreement. Except as authorized by Contractor in writing, City agrees not to do the following: (i) access or use the e-Builder Offerings to provide any products or services to third parties; (ii) access or use the e-Builder Offerings, except through the terms hereof including only for the specific number of seats outlined in the Capital Spend Model or Subscription Seat Model; (iii) resell, sublicense, lease, encumber, copy, distribute, publish, exhibit, transmit, provide access to, or provide use of the e-Builder Offerings to any third party, multiple computer or user arrangement or network that includes access by any third party; (iv) derive specifications from, reverse engineer,

reverse compile, disassemble, translate, record or create derivative works based on the e-Builder Offerings; or (v) use the e-Builder Offerings, or any part or aspect thereof, for any unlawful purpose or to mislead or harass anyone. Use of or access to the e-Builder Offerings in violation of the terms hereof is strictly prohibited. Permission to access or use the e-Builder Offerings may be limited or suspended immediately if, in Contractor's discretion, this Section has been violated. City agrees that a violation of this Section will cause Contractor irreparable and immediate harm, and that Contractor is entitled to injunctive relief to prevent such violation. For purposes of this Paragraph, a third party shall not include consultants, contractors, lawyers, accountants, and part-time or temporary workers.

Contractor maintains and staffs a customer service help desk ("Customer Care Team") that provides 24x7 customer support from the Contractor Customer Care Team. City will also be assigned business and technical account managers within to ensure continued success.

During the Term, Contractor will provide City with the latest new releases, updates, patches, fixes and changes to the e-Builder Enterprise software used to operate the SaaS Offerings at no additional charge. The updates referenced herein do not include any new or different products provided by Contractor to its customer base for which additional fees apply.

Except for the limited right to use the "e-Builder Offerings" subject to the terms and conditions contained herein, this Agreement does not confer upon City a license or interest in, or ownership of, the e-Builder Offerings. The e-Builder Offerings were developed exclusively at private expense by Contractor. City agrees that the e-Builder Offerings include, without limitation, enhancements, edits, improvements, additions, modifications and derivations thereto, and will remain the exclusive property of Contractor. Contractor will have the unrestricted and permanent right to use and implement all ideas, advice, recommendations or proposals of City with respect to the e-Builder Offerings in any manner and in any media, which Contractor shall own. Should Contractor provide Professional Services to City that results in the creation of derivative works from the e-Builder Offerings or any new technology, Contractor shall own all right, title and interest therein, which City hereby assigns to Contractor. For purposes of clarity: (1) Contractor shall own all software and hardware configurations, regardless of who builds them and (2) the City shall retain ownership of all City-owned data uploaded to the SaaS Offering.

#### **14. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR**

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this



Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City reports concerning its performance related to Professional Services under this Agreement that may be requested by City in writing. Such reports will not contain any cost information if the performance is related to firm fixed price engagements. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

## **15. AUDIT RIGHTS**

Once per renewal term Contractor will have the right, during normal business hours and upon at least ten (10) days' prior written notice to City, to have an independent firm audit the amount of Annual Capital Spend. The audit will be conducted at Contractor's sole expense for the express purpose of adjusting the software subscription fee.

## **16. HOLD HARMLESS/INDEMNIFICATION**

- A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected to: (i) Contractor's breach of confidentiality; (ii) Contractor's gross negligence; (iii) Contractor's willful misconduct; (iv) a claim that the e-Builder Offerings infringe, any copyright, patent or other intellectual property rights; or (v) personal injury, death, or property damage to the extent caused by Contractor's gross negligence or willful misconduct. 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. The foregoing indemnification obligations of Contractor relating to third party infringement shall not apply with respect to: (a) the e-Builder Offerings that, after shipment or delivery, are modified or used by any party other than Contractor, in a manner where such modification or use was not recommended, authorized in writing or required by Contractor, and where such modification or use is the basis of the third party claim;

and (b) the e-Builder Offerings are combined or bundled with any non-Contractor products, processes or materials that were not recommended, authorized or provided by Contractor, if such liability would not have arisen but for such combination or bundling.

- 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.

## **17. 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.

## **18. DISCLAIMER AND LIMITATION OF LIABILITY**

CONTRACTOR DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM ITS NETWORK AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CITY'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH CONTRACTOR WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, CONTRACTOR CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, CONTRACTOR DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS. EXCEPT FOR THE WARRANTIES SPECIFICALLY AND EXPRESSLY MADE HEREIN, CONTRACTOR MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR WARRANTIES OF FITNESS, AND ALL SUCH WARRANTIES ARE DISCLAIMED.

EXCEPT FOR PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, BREACH OF CONFIDENTIALITY, OR IP INFRINGEMENT FOR ANY ONE OR MORE BREACHES OF THIS AGREEMENT OR DEFAULTS HEREUNDER, THE ENTIRE LIABILITY OF THE PARTY IN BREACH OR DEFAULT, AND THE EXCLUSIVE REMEDY OF THE OTHER PARTY, SHALL BE PAYMENT OF THE ACTUAL DAMAGES PROXIMATELY CAUSED BY SUCH BREACH OR DEFAULT, WHICH SHALL NOT EXCEED THE AMOUNT OF TWELVE (12) MONTH'S SUBSCRIPTION FEES PAID BY CITY FOR THE PRODUCT OR SERVICE GIVING RISE TO THE CLAIM. EXCEPT FOR BREACH OF

CONFIDENTIALITY, IP INFRINGEMENT, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, LOSSES, OR EXPENSES INCLUDING, WITHOUT LIMITATION, FAILURE TO REALIZE EXPECTED SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT. EXCEPT AS STATED ABOVE, THESE LIMITATIONS ON THE LIABILITY OF EITHER PARTY SHALL APPLY TO ANY AND ALL CAUSES OF ACTION THAT EITHER PARTY MAY HAVE AGAINST THE OTHER, IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING A CLAIM, DEMAND OR ACTION, INCLUDING, WITHOUT LIMITATION, WHETHER IT SOUNDS IN CONTRACT OR TORT.

## **19. 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.

## **20. 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  
and by e-mail at [svpcontracts@santaclaraca.gov](mailto:svpcontracts@santaclaraca.gov), and  
[manager@santaclaraca.gov](mailto:manager@santaclaraca.gov)

And to Contractor addressed as follows:

e-Builder, Inc.  
Attention: CFO  
1800 NW 69<sup>th</sup> Avenue, Suite 201  
Plantation, FL 33313  
[JPrayther@e-Builder.net](mailto:JPrayther@e-Builder.net)

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.

## **21. 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>).

## **22. 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.

## **23. 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.

## **24. 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.

## **25. FORCE MAJEURE**

No failure, delay or default in performance of any obligation under this Agreement will constitute a breach hereof if it is caused by strike, fire, shortage of materials, act of a public authority, unavoidable casualty, civil disorder, riot, insurrection, vandalism, war, severe weather, natural disaster or other act of God, failure of the Internet, failure or error of an Internet services provider or other provider of connectivity, any lines of transmission, any other third party equipment or software through which Internet transmissions occur, or any telecommunications carrier; hacking or electronic vandalism; terrorism; or other

cause that is beyond the reasonable control of the Party otherwise chargeable, for so long as such cause continues and for a reasonable period of time thereafter.

**26. 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.

**27. SEVERABILITY CLAUSE**

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

**28. AMENDMENTS**

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

**29. COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

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

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

Approved as to Form:

Dated: \_\_\_\_\_

\_\_\_\_\_  
BRIAN DOYLE  
City Attorney

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

"CITY"

**E-BUILDER, INC.**  
a Florida corporation

Dated: \_\_\_\_\_

By (Signature): \_\_\_\_\_

Name: Jeanne Prayther

Title: CFO

Principal Place of Business Address: 1800 NW 69<sup>th</sup> Avenue, Suite 201  
Plantation, FL 33313

Email Address: [JPrayther@e-Builder.net](mailto:JPrayther@e-Builder.net)

Telephone: (954) 556-6701

Fax: (954) 792-5949

"CONTRACTOR"

## EXHIBIT A

### SCOPE OF SERVICES

#### Implementation Services Scope

Phase & Deliverables	Scope	Comments
<b>Project Kickoff &amp; Discovery</b>		
<b>Kick-off Meeting</b>	Included	2-4 weeks after contract execution
<b>Implementation Goals</b>	Included	Defined during Kickoff
<b>Success Matrix</b>	Included	Defined during Kickoff
<b>Initial Project Schedule</b>	Included	Defined during Discovery  See a tentative schedule incorporated at the end of Exhibit A. This schedule is provided for information purposes only. The Initial Project Schedule will be developed during this stage of the Implementation. This deliverable will be the agreed upon project schedule.
<b>Data Gathering Guide</b>	Included	Defined during Discovery
<b>Project Design &amp; Requirements</b>		
<b>Solution Document</b>	Included	Requirements & Solution Design
<b>Project Configuration &amp; Testing</b>		
<b>Core Modules</b>	Home Projects Calendar Contacts Setup	
<b>Planning Module</b>	1-Template	
<b>Cost &amp; Funding Module</b>	3-Templates	<ul style="list-style-type: none"> <li>• Funding</li> <li>• Budget</li> <li>• Cash Flow</li> </ul>
<b>Portfolio Management Level Cost</b>	Standard	<ul style="list-style-type: none"> <li>• Master Funding</li> <li>• Master Commitments</li> <li>• Master Commitment Changes</li> <li>• Master Invoices</li> </ul>
<b>Process Module</b>	5-Processes	Structured Workflow(s): <ul style="list-style-type: none"> <li>• Budget Change (BC)</li> <li>• Commitment Approval (CA)</li> <li>• Potential Change Order (PCO)</li> <li>• Change Order (CO)</li> <li>• Payment Application (PA)</li> </ul>

Phase & Deliverables	Scope	Comments
<b>Forms Module</b>	1-Form	Form Type(s): <ul style="list-style-type: none"> <li>Meeting Minutes Action Item</li> </ul> +60 Standard Forms
<b>Schedule Module</b>	1-Template	
<b>Document Module</b>	2-Templates	
<b>Dashboard Module</b>	1-Dashboard	<ul style="list-style-type: none"> <li>Program Management Summary</li> <li>Project Management Summary</li> </ul> +1 Admin Dashboard
<b>Reports Module</b>	9-Reports	From Forms & Processes listed above: <ul style="list-style-type: none"> <li>(5) Process Log reports</li> <li>(1) Meeting Minutes Form</li> <li>(3) Summary reports <ul style="list-style-type: none"> <li>Executive</li> <li>Project Summary</li> <li>Program Summary</li> </ul> </li> </ul> +120 Standard Reports
<b>Submittal Module</b>	Standard	
<b>Import Toolkit</b>	Standard	+Use Training
<b>EZ File Transfer Tool</b>	Standard	+Use Training
<b>AppXchange Integrations</b>	Standard	See per the <b>AppXchange™ Integration Scope</b> section below
<b>AppXchange Open API (oData)</b>	Standard	See per the <b>AppXchange Open API (oData)</b> section below +Setup
<b>Bluebeam API</b>	Standard	
<b>Project Training &amp; Adoption</b>		
<b>Admin Training</b>	1- Session Onsite	3 days Duration/ 5 Users Maximum
<b>End User Training</b>	2- Sessions Onsite	2 days Duration Each/15 Users Maximum
<b>Train-the-Trainer</b>	1- Session Onsite	2 days Duration/8 Users Maximum
<b>Onsite Support</b>	1- Session Onsite Hands On	4 Days Duration Each Session
<b>Adoption Calls</b>	4-Calls	Weekly call for 4-Weeks – Scheduled and Conducted by e-Builder Professional Services.



## AppXchange™ Integration Scope

During the Discovery Phase of the implementation, the e-Builder Project Team will conduct an integration discovery session to identify and document the detailed system integration requirements. The scope of the integration is based on information provided by Customer at the time of contract execution and is subject to change based on the detailed requirements.

## Integration Methodology

e-Builder AppXchange will be used to integrate and share data between e-Builder Enterprise and **PeopleSoft**.

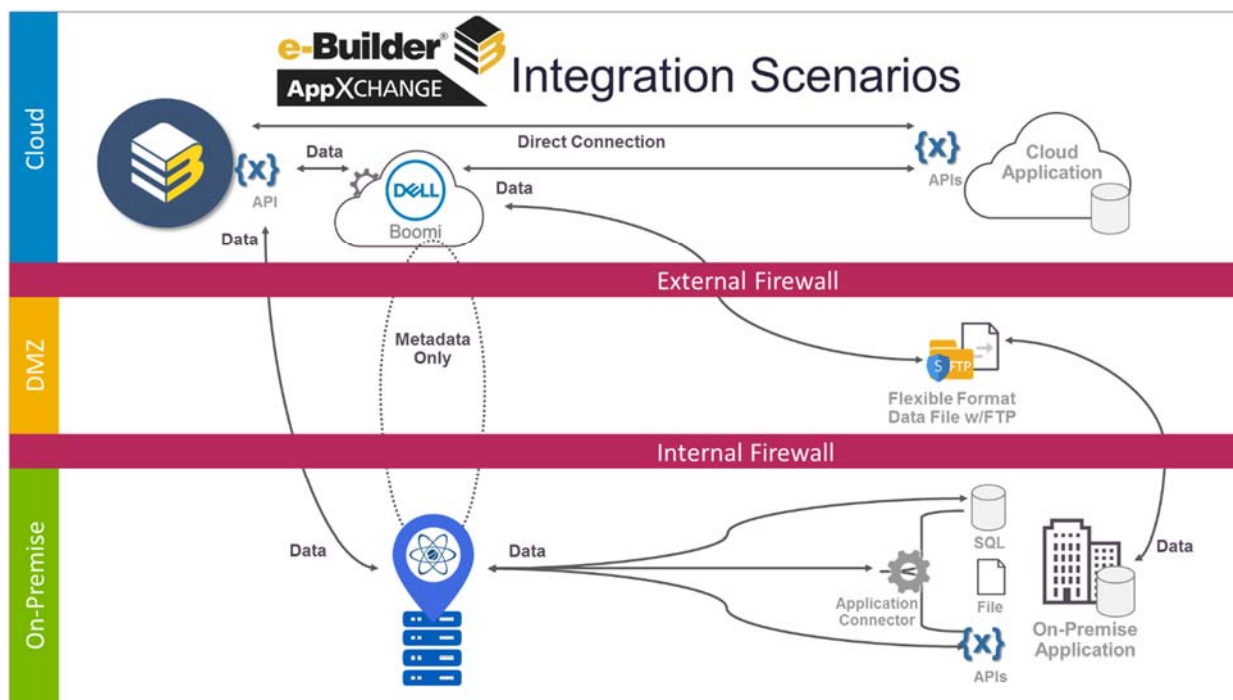
The e-Builder AppXchange integration platform includes options to deliver proven, configurable pre-built system integrations, self-service tools, and an extensible framework that delivers the power and flexibility capital construction owners need to easily solve complex business challenges.

e-Builder has partnered with Dell Boomi™, the market leading Integration Platform as a Service (iPaaS), to easily, and cost-effectively, support all application integration needs across a hybrid IT infrastructure.

As part of the implementation, certified e-Builder AppXchange integration specialists work closely with business and IT teams to configure, test, and deploy each integration to ensure the final solution meets your needs. To accelerate the process, the integration specialists begin with application-specific integration workflow templates from the e-Builder AppXchange library. Then, visual drag-and-drop tools are used to efficiently design and configure integration workflows, field mappings, and data transformation rules to match e-Builder Enterprise configurations and the target application requirements.

## Integration Scenarios

The e-Builder AppXchange integration platform supports virtually any integration scenario, connecting e-Builder Enterprise to other SaaS applications in the cloud, securely exchanging data with on-premise applications behind your firewall, or any combination of the two. Organizational policy may place certain constraints on or dictate specific approaches for integrating applications. e-Builder AppXchange has the flexibility to accommodate these requirements.



e-Builder AppXchange supports integration with cloud applications through both direct API-to-API native integration and integration workflows modeled within the Dell Boomi platform available within e-Builder Enterprise. On-premise application integrations are executed from a small integration runtime engine installed by the customer on their network, where it can reach the target application.

## Integration Points

Based on the discussions with the Customer, the e-Builder team has identified the following integration data objects, which are included in this Order Form:

Integration Data Objects	Originating System	Receiving System	Description of Integration Point(s)
<b>Budgets</b>	PeopleSoft	e-Builder Enterprise	A Budget Approval process will be submitted and approved in e-Builder Enterprise. When the Budget Approval process reaches a specific step, PeopleSoft will send budget data to e-Builder.
<b>Commitments</b>	PeopleSoft	e-Builder Enterprise	PeopleSoft will issue the Purchase Order and send to e-Builder Enterprise the Purchase Order Number and date approved.
<b>Commitment Invoices (Paid)</b>	PeopleSoft	e-Builder Enterprise	PeopleSoft will settle the invoice and integrate to e-Builder Enterprise with the paid status, paid date, check number, and any other detailed data fields from the settled invoice.

<b>Integration Data Objects</b>	<b>Originating System</b>	<b>Receiving System</b>	<b>Description of Integration Point(s)</b>
<b>General Invoices</b>	PeopleSoft	e-Builder Enterprise	General Invoices (P-Card Transactions, Journal Vouchers and other non-committed costs) are entered directly in PeopleSoft. A one-way integration will occur from PeopleSoft to e-Builder Enterprise to send all general invoices with the approval date.
<b>Vendors</b>	PeopleSoft	e-Builder Enterprise	Vendors will be exported from PeopleSoft to e-Builder Enterprise as a one-way integration

### Integration Assumptions

- An Integration Point is defined as an integration data object transferred in one direction from one system to another via a single integration workflow.
- The integration pricing is based on the discussions and details provided by the Customer at the time of execution of this Order Form. Should additional details or requirements be identified during integration requirements session conducted by the e-Builder Project Team, such items may require additional scoping and will require approval by the customer, before being implemented.
- The Customer will configure and maintain the Secure FTP (SFTP) site for batch file transfer, if required for the integration.
- The Customer is responsible for making any configuration, development, programming or reporting changes to their respective internal system in order to support the integration method(s) and templates implemented.
- Any custom development provided under this Order Form is in support of the identified Data Objects, which represent individual integration instances between e-Builder and the Customer System. Additional integration points, integration instances, or systems not identified in this Order Form are subject to a change in scope.
- If the Customer requests that an e-Builder Developer is required to repair a non-functioning data point, due to a change in the Customers Data Source. A separately executed, Customer approved, Work Order detailing the scope and cost will be required. The Work Order will be developed and delivered by the e-Builder Account Manager assigned to the Customer's account.

## Annual Software Subscription Includes

- Unlimited Projects
- Unlimited Document Storage
- 24x7 Technical Support
- Quarterly Enhancement/Upgrades
- Maintenance Releases
- EZ File Transfer Tool
- AppXchange Platform (5 Integration Points)
- oData Maintenance Fee (included in AppXchange subscription)
- SQL Data Extra (1 per year)

## EZ File Transfer Tool (EZ File)

e-Builder Enterprise provides an Easy File Transfer tool (EZ File) for the movement of document files. The EZ File tool makes it easier for our clients to upload and download many files on a frequent basis. For example, clients that wish to support the BIM file coordination process within e-Builder Enterprise would find value with this service. The EZ File is a supported file transfer service built into the e-Builder Enterprise architecture. It provides a “doorway” into the folders and files stored on the e-Builder servers. Using the e-Builder EZ File, our clients can upload and download files and folders between e-Builder and their computers without having to work directly within the e-Builder application in a browser. EZ File utilizes an industry standard file transfer method called WebDAV (Web-based Distributed Authoring and Versioning). WebDAV is commonly used to publish and manage files and directories on a remote web server. EZ File requires the client to use a 3rd party WebDAV user interface client to manage the upload and download process. For both manual uploads and automated using the EZ File, the folder location(s) is determined by the user.

## AppXchange Open API (oData)

**Open Integration Layer Design** - The e-Builder Enterprise Application Architecture has a tiered design with an Integration Layer which uses the Microsoft .NET framework to promote interfacing and exchanging data with our customers' existing or future systems. The options for interfacing and exchanging data are managed with e-Builder Enterprise's included tools to support:

- ✓ Ad-Hoc or On-demand Interfacing
- ✓ Batch Interfacing
- ✓ Web Services, Real-time Interfacing
- ✓ Workflow Driven Interfacing with Application Programming Interfaces (API's)

Our RESTful Web Services API's support integration with other systems and facilitate real-time data exchanges. The API includes a service based on the Open Data Protocol (oData); an open protocol for sharing data is also an industry-standard XML data exchange format. oData is a REST

(Representational State Transfer) protocol; therefore, a simple Web browser can view the data exposed through an oData Service.

As part of our efforts to improve our integration capabilities, our AppXchange offering provides customers with the option to integrate with e-Builder Enterprise using Dell Boomi's Integration Platform as a Service (iPaaS). This enables customers to use application connectors (e.g., ERP, accounting, etc.) to quickly configure new integrations between e-Builder and the most commonly used enterprise applications (e.g., Oracle, Lawson, Salesforce, SAP, etc.).

### **SQL Data Extract**

The Annual Software Subscription contains one (1) SQL Data Extract per year. Customer may purchase additional SQL Data Extracts at cost of \$500.00 each during the first three (3) years. This cost shall increase by 3% year over year the term moves into Year 4 and beyond.

### **Customer Responsibilities & Implementation Assumptions**

The following responsibilities and assumptions are necessary for the successful completion of this implementation. In the event that an item below does not occur in the manner or time-frame defined, e-Builder may request to meet with the Customer and mutually agree upon an adjustment to the schedule, work activities and fees.

- The Customer will make best efforts to ensure the committed participation of all appropriate technical and user personnel throughout the project, including but not limited to periodic status reviews. Customer resources provided during the technical and functional sessions must be empowered to make decisions on project direction.
- The e-Builder implementation team will work jointly with the Customer team to resolve all issues including those impacting the scope and timeline. Issues that may impact the progress and the schedule will be documented. If the issue is critical, e-Builder will present the issue to the Customer in writing as quickly as possible. Once the issue is presented in writing the Customer is expected to respond within two (2) business days. If the issue cannot be resolved within two days, they will notify e-Builder and arrange a meeting with all relevant personnel to resolve this issue. Failure to do so could impact the cost and schedule of the e-Builder implementation project.
- All necessary content (data, text and graphics) will be provided to e-Builder prior to the creative processes (if applicable).
- The Customer will reimburse reasonable travel expenses for any travel associated with the engagement.
- Unless specifically identified as deliverables within this document, Customer will enter any historical data from past projects to enable historical analysis.
- Unless specifically identified as deliverables within this document, data migration, system integrations or custom development of any kind is not included within the scope of the e-Builder implementation project. These items can be included through the change management process if identified as required items.

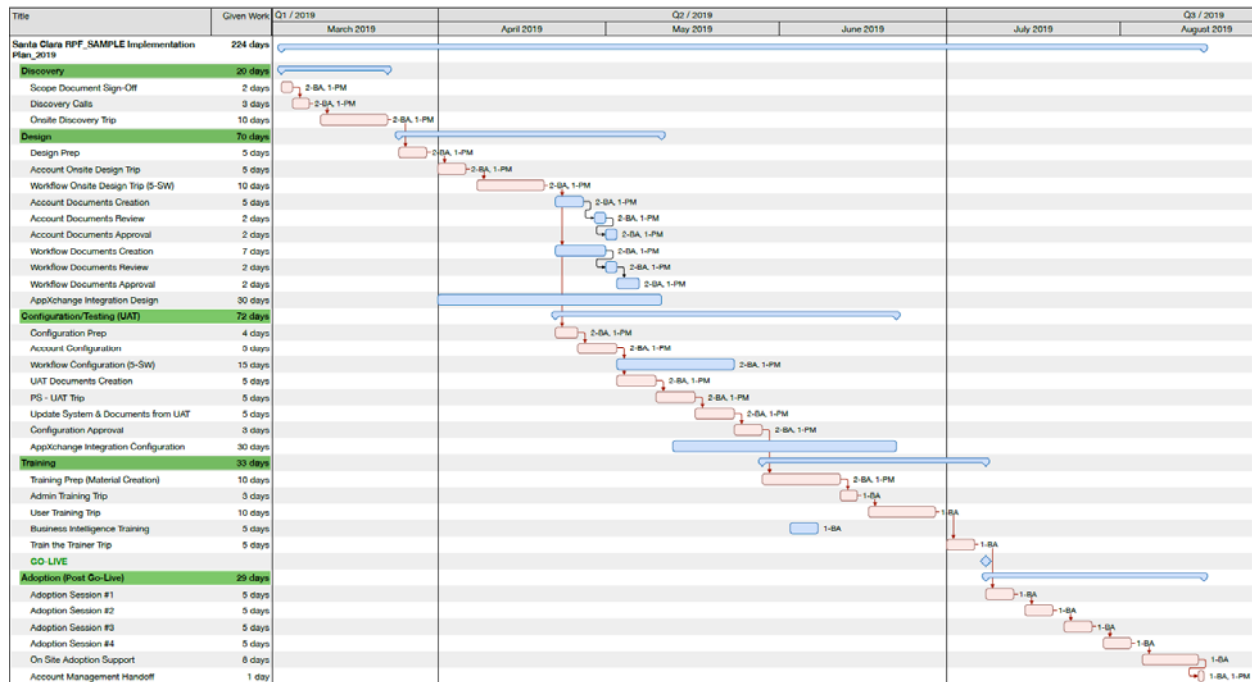
- All change requests received and approved will be listed on a contract Addendum or Work Order. Each Addendum or Work Order must be signed and accepted prior to initiating additional work by the e-Builder.

The information provided in this document shall not be disclosed outside the recipient's organization and shall not be disclosed in whole or in part for any purpose other than to evaluate the information. During the evaluation process, the recipient may duplicate this document only for distribution to evaluators within the recipient's organization. If a contract is awarded to e-Builder as a result of or in connection with the submission of this information, the recipient shall have the right to duplicate, use or disclose the information to the extent provided in the contract. This restriction does not limit the right of the recipient to use information contained if it is obtained from another source without restriction.

In the event that the recipient is served with a request to disclose any or all of e-Builder's confidential information pursuant to the requirements of applicable law, a judicial or governmental request, requirement or order or otherwise, e-Builder asks to be promptly notified in order to provide sufficient time to object to such request, understanding that the recipient will take reasonable steps to cooperate with and assist e-Builder in contesting such request, requirement, or order or in otherwise protecting e-Builder's rights prior to disclosure.

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### **Preliminary Schedule (For Informational Purposes Only)**



**EXHIBIT B**

**SCHEDULE OF FEES**

**Annual Software Subscription**

Annual Item	Scope Variable	Annual Price
Number of Users	Unlimited  Per the <b>Annual Software Subscription Includes</b> section below	\$154,641.87
<b>Total Annual Software Subscription</b>		<b>\$154,641.87</b>

**One-Time Implementation Services**

Item	Scope Variable	Price
e-Builder Enterprise Implementation, Setup, Deployment & Training	Per <b>Implementation Services Scope</b> section in Exhibit A	\$205,439.37
<b>Total One-Time Implementation Services</b>		<b>\$205,439.37</b>

**Total e-Builder Enterprise Investment - Year 1**

Item	Price
<b>Total Annual Software Subscription</b>	\$154,641.87
<b>Total One-Time Implementation Services</b>	\$205,439.37
<b>Travel Expenses (Not to Exceed)</b>	\$36,800.00
<b>Total Year 1 Investment</b>	<b>\$396,881.24</b>

**Total e-Builder Enterprise Investment - Initial Term**

Item	Price
<b>Total Year 1 Investment</b>	\$396,881.24
<b>Total Year 2 Investment</b>	\$154,641.87
<b>Total Year 3 Investment</b>	\$154,641.87
<b>Total Year 4 Investment</b>	\$154,641.87
<b>Total Year 5 Investment</b>	\$154,641.87
<b>Total Initial Term Investment</b>	<b>\$1,015,448.74</b>

**Payment Terms**

- **Payment of the first (1st) year's Annual Software Subscription term** is due upon the Effective Date of the MSA. Payments for all subsequent Annual Software Subscriptions shall be prepaid for the then current-year and due on the then current-year annual anniversary of the Effective Date of the MSA.

- **Payment for Total One-Time Implementation Services is as follows:** fees for Professional Services shall be invoiced, and be due and payable, as follows: (i) ten (10%) percent on the Effective Date hereof; (ii) thirty (30%) percent upon completion of Design & Requirements; (iii) thirty (30%) percent upon completion of Configuration & Testing; and (iv) thirty (30%) percent upon completion of Training on use of the SaaS Service.
- **Travel and Expenses** - Travel expenses and course material reproduction (if requested) are not included in the above investment for the Total One-Time Implementation Services. Travel Expenses are included in the above Year 1 Total Investment as a Not To Exceed. These expenses will be billed as incurred and as actuals. **The (NTE) Not to Exceed Travel Expense are calculated as follows: 16 Man trips @ \$ 2,300.00 per trip = \$36,800.00.**



## **EXHIBIT C**

### **INSURANCE REQUIREMENTS**

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

#### **A. COMMERCIAL GENERAL LIABILITY INSURANCE**

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:  
  
\$1,000,000 Each Occurrence  
\$2,000,000 General Aggregate  
\$2,000,000 Products/Completed Operations Aggregate  
\$1,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
  - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
  - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
  - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

#### **B. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

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

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated

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

#### C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

#### D. COMPLIANCE WITH REQUIREMENTS

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

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or their equivalents.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

- a. Each insurance policy shall not be cancelled or adversely modified due to non-payment of premiums 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 not be cancelled or adversely modified for any cause save and except non-payment of premiums until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

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

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

#### F. EVIDENCE OF COVERAGE

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

#### G. EVIDENCE OF COMPLIANCE

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

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

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

#### H. QUALIFYING INSURERS

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



## Agenda Report

19-1578

Agenda Date: 3/26/2019

### REPORT TO COUNCIL

#### SUBJECT

Action on the Award of the Public Works Contract for the Caltrain Pole Replacement Project

#### BACKGROUND

On February 20, 2019, the City's Electric Utility, dba Silicon Valley Power (SVP) opened bids for the Caltrain Pole Replacement Project (Contract No. 2421). The Project is required by the Peninsula Corridor Joint Powers Board in connection with Caltrain's Peninsula Corridor Electrification Project. The work consists of raising SVP's existing 60 kV transmission line to meet clearance requirements between SVP and Peninsula Corridor Joint Powers Board facilities. Per the terms and conditions of the Indenture with Peninsula Corridor Joint Powers Board executed in January 1963, the City is responsible for funding and performing the relocation work on the 60kV transmission line within the Peninsula Corridor Joint Powers Board's right-of-way at SVP's sole cost and expense.

#### DISCUSSION

One bid was received for the Caltrain Pole Replacement Project. The Engineer's Estimate and the evaluated bid are as follows:

Engineer's Estimate	\$831,852
Hot Line Construction, Inc.	\$1,631,958

Hot Line Construction, Inc.'s bid is \$800,106 over the Engineer's Estimate. The Engineer's Estimate was prepared by the City's structural engineer consultant, Electrical Consultants, Inc. (ECI). Staff and ECI analyzed the bid and determined the high bid is a result of the non-standard overnight and weekend night working hours required by Peninsula Corridor Joint Powers Board. The effects of the non-standard working hours were not expected to be as significant in the engineers estimate. The Project is currently scheduled for completion by May 2019. The bid was reviewed for compliance with terms and conditions of the Contract Documents and meets the critical time constraints of the Project. Hot Line Construction, Inc. is a qualified contractor who has successfully performed similar work for the City in the past, therefore staff recommends awarding the contract to Hot Line Construction, Inc.

#### ENVIRONMENTAL REVIEW

The actions being considered are exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines sections 15302(c) Class 2 - Replacement or Reconstruction) because this involve the replacement or reconstruction of existing utility systems involving negligible or no expansion of capacity.

#### FISCAL IMPACT

The cost of the contract is \$1,631,958, plus a 10% contingency in the amount of \$163,196, for a not-to-exceed amount of \$1,795,154. There are sufficient funds budgeted for the Caltrain Pole Replacement Project within the Relocation of Electric Crossings for Caltrain project, in the 2018/19 Capital Improvement Project (591-2421).

**COORDINATION**

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

**PUBLIC CONTACT**

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

**RECOMMENDATION**

1. Award the Public Works Contract for the Caltrain Pole Replacement Project (Contract No. 2421) to the lowest responsive and responsible bidder, Hot Line Construction, Inc., in the amount of \$1,631,958 and authorize the City Manager to execute any and all documents necessary for the award, completion and acceptance of the Project;
2. Authorize the City Manager to execute change orders up to 10% of the original contract amount, or \$163,196, for a total not-to-exceed amount of \$1,795,154 for Contract No. 2421.

Reviewed by: Manuel Pineda, Assistant City Manager/Interim Chief Electric Utility Officer

Approved by: Deanna J. Santana, City Manager



## Agenda Report

19-1602

Agenda Date: 3/26/2019

### REPORT TO COUNCIL

#### **SUBJECT**

Action on the Investment Policy: Annual Statement and Annual Investment Policy Review and Approval

#### **BACKGROUND**

Council Policy 017 Investment Policy: Annual Statement provides the framework and guidance for managing the City's investment portfolio. The City's Investment Policy expands on the Council Policy framework by providing further guidance and processes.

As part of the Annual Investment Policy (Investment Policy) review, staff reviewed Council Policy 017 Investment Policy: Annual Statement (Attachment 1). Although the City's Investment Policy had historically been updated and approved annually by Council, Council Policy 017 had not been updated for over 14 years, and reflected the City's Investment Policy dated January 2005.

Section 904 of the City Charter states that the Director of Finance is required to have custody of all investments and invested funds of the City government, or in possession of such government in a fiduciary capacity, and have the safe-keeping of all bonds and notes of the City and the receipt and delivery of City bonds and notes for transfer, registration or exchange. In accordance with Government Code §53646, City Council adopted an investment policy and the Director of Finance brings that policy to Council on an annual basis, particularly highlighting any changes to the policy, for consideration and approval by Council. In addition, the Investment Policy itself (Section P) requires annual approval by Council.

The Investment Policy is a written document that governs the selection of investments and provides staff with guidance for consistent, informed investment decision making. The policy is reviewed and updated regularly in order to encourage prudent investment decisions and to stay compliant with State and Federal laws.

#### **DISCUSSION**

##### Council Policy 017 Investment Policy: Annual Statement

Based on review of Council Policy 017, staff recommends to fully replace Council Policy 017 (Attachment 2) to incorporate updated Investment Policy language and to formally establish a process on investment management in accordance with the newly established Council Policy Manual format. If the new Council Policy 017, as recommended, is approved through approval of the attached resolution (Attachment 3), the Policy will be published on the City's website. Staff will continue to review the Investment Policy annually and present to Council for approval as an attachment to Council Policy 017.

### Investment Policy

The City's Investment Policy is continually monitored to determine if periodic updates are necessary. As part of this review, staff is recommending four substantive changes to the Investment Policy. These changes are shown in the attached redline version of the policy and summarized below:

- Reduce the maximum allowable callable government agency securities from 60% of the portfolio to 50%. This change will reduce investment rate risk to the portfolio.
- Added clarifying language in Mutual Funds and Investment Pools description to include Money Market Funds since it is an allowable investment under the Investment Policy. The previous language did not explicitly identify Money Market Funds even though it is a Mutual Fund and an allowable investment.
- Revised the Annual Audit language as recommended by the City's external auditor to remove the language that states that the City's external auditor reviews cash management accounting and operational practices. The City's external auditor will perform an annual compliance review of the Investment Policy.
- Updated the investment reporting requirements under the Reporting section to include a comparison of the rate of return on the City's unrestricted investment portfolio to the 24-month moving average yield of 2-year Treasury Notes. The current comparison uses the 12-month moving average of 2-Year Treasury Notes. The revised benchmark will provide for a better measurement of the portfolio's performance by more closely aligning the benchmark with the portfolio's target weighted average maturity of less than three years.

The amended Investment Policy (Attachment 4 - redline and Attachment 5) as submitted is in compliance with the City Charter and the California Government Code relevant to the investment of public funds by local agencies.

The approved Investment Policy will be updated in the City of Santa Clara Council Policy Manual as Council Policy 017 and published on the City's website.

### **ENVIRONMENTAL REVIEW**

Not a project per 14 CCR §15378(b)(4) in that it is a government fiscal activity, which does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.

### **FISCAL IMPACT**

There is no cost to the City other than administrative staff time and expense.

### **COORDINATION**

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

### **PUBLIC CONTACT**

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



**RECOMMENDATION**

1. Adopt a resolution to amend Council Policy 017 Investment Policy: Annual Statement; and
2. Approve the Investment Policy for the City of Santa Clara, its agencies and corporations.

Reviewed by: Angela Kraetsch, Director of Finance

Approved by: Deanna J. Santana, City Manager

**ATTACHMENTS**

1. Investment Policy: Annual Statement (2005)
2. Council Policy 017 Investment Policy: Annual Statement
3. Resolution to Amend Council Policy 017 Investment Policy: Annual Statement
4. Investment Policy 2019 (redline)
5. Investment Policy 2019



## INVESTMENT POLICY: ANNUAL STATEMENT

### A. Purpose, Authority, Scope and Prudence

- **Purpose** It is the policy of the City of Santa Clara (City) to invest public funds, including bond proceeds, reserves and other special City funds, in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the City and conforming to all state and local statutes governing the investment of public funds.
- **Authority** Article IX, Section 904 of the City of Santa Clara Charter gives the Director of Finance the authority and responsibility to deposit and invest all City funds. It authorizes the Director to invest City's idle cash in allowable investment vehicles with a maximum remaining maturity of five years at the time of purchase. The City Council may grant express authority either specifically or as part of an approved investment program to invest in vehicles with remaining maturity that exceeds the five-year restriction. Authority must be given to the Director at least three months prior to the investment. California Government Code Section 53601 also allows the City to invest in the same investment vehicles as authorized by the City Council.
- **Scope** This policy applies to all assets of the City, its subsidiaries, the Redevelopment Agency and the Sport and Open Space Authority. These funds are accounted for in the City's Comprehensive Annual Financial Report and include the General Fund, Special Revenue Funds, Debt Service Funds, Capital Project Funds, Trust and Agency Funds, and Enterprise Funds.
- **Prudence** Investments shall be made with judgment and care – under circumstances then prevailing – which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

The standard of prudence to be used by investment officials shall be the "prudent person" and/or "prudent investor" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

### B. Investment Objectives and Criteria

The primary objectives, in priority order, of the City's investment activities shall be:



## INVESTMENT POLICY: ANNUAL STATEMENT (cont.)

- **Safety.** Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, the City will diversify its investments by investing funds among a variety of securities offering independent returns and financial institutions.
- **Liquidity.** The investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements, which might be reasonably anticipated.
- **Return on Investment.** The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow characteristics of the portfolio.

### C. Delegation of Authority

Authority to manage the City's investment program is derived from the City Charter. Management responsibility for the investment program is hereby delegated to the Director of Finance who shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials and their procedures in the absence of the Director of Finance.

The Director of Finance shall establish written investment policy procedures for the operation of the investment program consistent with this policy. The procedures should include reference to: safekeeping, PSA repurchase agreements, wire transfer agreements, banking service contracts and collateral/depository agreements. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Director of Finance.

### D. Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or impair their ability to make impartial investment decisions. Employees and investment officials shall disclose in their annual conflict of interest statement all material financial interests in financial institutions that conduct business within the City, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the City.



## INVESTMENT POLICY: ANNUAL STATEMENT (cont.)

### E. Authorized Financial Dealers and Institutions

The Director of Finance will maintain a list of financial institutions authorized to provide investment services. In addition, a list will also be maintained of approved security broker/dealers selected by credit worthiness who are authorized to provide investment services in the State of California. These may include "primary" dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (uniform net capital rule). No public deposit shall be made except in a qualified public depository as established by State laws.

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must provide audited financial statements, proof of required licenses or registration, and written confirmations of having read and abide by the City's investment policy.

Financial conditions and registrations of financial institutions and broker/dealers that deal with the City shall be reviewed periodically by the Director of Finance.

### F. Authorized and Suitable Investments

Special care must be taken to ensure that the list of instruments includes only those allowed by law and those that local investment managers are trained and competent to handle. The City is empowered by the State of California Government Code and the City Charter to invest in the following types of securities. Additionally, bond proceeds are invested in accordance with the requirements outlined in the specific Bond Indenture of Trust.

- **U.S. Treasury Bills, Notes and Bonds** issued by the U.S. Treasury, local agencies, federal agencies such as the Federal Home Loan Bank (FHLB), the Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC), the Federal Farm Credit Bank (FFCB), and other U. S. government-sponsored enterprises.
- **Negotiable Certificates of Deposit** issued by a nationally or state-chartered bank or by a state-licensed branch of a foreign bank. Purchases may not exceed 30% of City's idle funds.
- **Bankers Acceptances** of any domestic or foreign commercial bank which are acceptable to the Federal Reserve. Purchases may not exceed 180 days maturity or 40% of idle funds that may be invested.
- **Commercial Paper** of "prime" quality of the highest ranking or of the highest letter and numerical rating as provided by Moody's Investors Service, Inc., Standard and Poor's Corporation, or Fitch Financial Services, Inc. Eligible paper is further limited to paper issued by any U.S. corporation having total assets in excess of \$500 million and having an



## INVESTMENT POLICY: ANNUAL STATEMENT (cont.)

“A” or higher rating for the issuer’s debt. Purchases of eligible commercial paper may not exceed 270 days maturity nor represent more than 10% of the outstanding paper of an issuing corporation. Total commercial paper may not exceed 25% of City’s idle funds.

- **Local Agency Investment Fund of the State of California.** Purchases may not exceed \$40 million per account.
- **Repurchase Agreements** can be entered subject to requirements of the California Government Code Sections 53601(i). A Master Repurchase Agreement must be signed with the bank or dealer. The market value of securities that underlay a repurchase agreement shall be valued at 102 percent or greater of the funds borrowed against those securities and the value shall be adjusted no less than quarterly.
- **Reverse Repurchase Agreements.** Reverse repurchase agreements can be entered with the prior approval of the City Council and subject to requirements of the California Government Code Sections 53601(i).
- **Tax Exempt Securities** purchased for yield restriction purposes.
- **Negotiable Certificates of Deposit** issued by nationally or state-chartered banks and savings associations, a state or federal credit union, or a state-licensed branch of a foreign bank.
- **Medium Term Corporate Notes** issued by corporations doing business in the United States with remaining maturity less than five years at time of purchase. These corporations must be rated in the top three rating categories by two of the three largest nationally recognized rating services. Purchases may not exceed 15% of idle funds.
- **Mutual Funds and Investment Pools** consisting of investment vehicles permitted under Sections 53601 and 53635 of the California Government Code. To be eligible for City investments, companies providing mutual funds shall have either of the following:
  1. The highest rating provided by not less than two of the three largest nationally recognized rating services.
  2. An investment advisor registered with the Securities and Exchange Commission for not less than five years having investment experience in the underlying securities and with assets under management in excess of \$500 million.
  3. The purchase price of the shares shall not include any commission that these companies may charge, and investment



## INVESTMENT POLICY: ANNUAL STATEMENT (cont.)

in mutual fund should not exceed 20% of the City's portfolio and may not exceed 10% in any one mutual fund.

A thorough investigation of the pool/fund is required prior to investing, and on a continual basis. Evaluation shall include creditworthiness, size, safety, ease of investment liquidation, frequency of earnings distributions, frequency of account statements, and investment portfolio strategy.

- **Joint Powers Authority Investment Pools** organized pursuant to Section 6509.7 that invests in the securities and obligations under Sections 53601 of the California Government Code. To be eligible for City investments, the joint powers authority issuing the shares shall have retained an investment adviser that meets all of the following criteria:
  1. The adviser is registered or exempt from registration with the Securities and Exchange Commission.
  2. The adviser has not less than five years of experience investing in the securities and obligations authorized in under Section 53601.
  3. The adviser has assets under management in excess of five hundred million dollars (\$500,000,000).

### G. Collateralization

Collateralization of marketable securities will be required on certificates of deposit and repurchase agreements in accordance with California Government Code Section 53601. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be at least 102% of market value of principal and accrued interest.

Collateral will always be held by an independent third party with whom the entity has a current custodial agreement. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the entity and retained. The right of collateral substitution is granted.

### H. Safekeeping and Custody

All security transactions, including collateral for repurchase agreements, entered into by the City shall be conducted on a delivery-versus-payment (DVP) basis. Securities shall be held by a third party custodian designated by the Director of Finance and evidenced by safekeeping receipts.



## **INVESTMENT POLICY: ANNUAL STATEMENT (cont.)**

### **I. Diversification**

The City will diversify its investments by security type and institution. With the exception of U.S. Treasury and Federal Agencies securities, and unless stated elsewhere in this policy statement, no more than 5% or the maximum percentage allowed under the California Government Code Section 53601 of the City's idle funds shall be invested in a single security type or with a single financial institution. No more than 10% may be invested in any one mutual fund.

### **J. Maximum Term of Investment**

To the extent possible, the City will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than five years from the date of purchase without Council approval. Effective May 25, 1998, the City Council has authorized staff to purchase securities with maturities greater than five years, specifically for the Electric Cost Reduction Fund.

Reserve funds may be invested in securities exceeding five years if the maturity of such investments is made to coincide as nearly as practicable with the expected use of the funds.

### **K. Internal Control**

The Director of Finance shall establish a process of independent review by an external auditor. This review shall provide internal control by assuring compliance with policies and procedures.

### **L. Performance Standard**

The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles commensurate with investment risk constraints and the cash flow needs.

### **M. Reporting**

The Director of Finance shall provide monthly investment reports to the City Council. The reports shall contain, but not limited to, the following:

- A listing of individual securities held at the end of the reporting period by authorized investment category
- The return of unrestricted investment portfolio
- Final maturity of all investment listed
- Coupon, discount or earnings rate



## INVESTMENT POLICY: ANNUAL STATEMENT (cont.)

- Par value, amortized book value and market value
- Percentage of the portfolio represented by each investment category

### N. Investment Policy Adoption

The City's investment policy shall be adopted by resolution of the City Council. The policy shall be reviewed annually by the City Council and any modifications made thereto must be approved by the City Council.

## GLOSSARY

**AGENCIES:** Federal agency securities and/or Government-sponsored enterprises.

**ASKED:** The price at which securities are offered.

**BANKERS' ACCEPTANCE (BA):** A draft or bill or exchange accepted by a bank of trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

**BID:** The price offered by a buyer of securities. (When you are selling securities you ask for a bid.) See offer.

**BROKER:** A broker brings buyers and sellers together for a commission.

**CERTIFICATE OF DEPOSIT (CD):** A time deposit with a specific maturity evidenced by a certificate. Large-denomination CD's are typically negotiable.

**COLLATERAL:** Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

**COMMERCIAL PAPER:** Short-term obligations with maturity ranging from 2 to 270 days issued by banks, corporations, and other borrowers to investors with temporarily idle cash. Such instruments are unsecured and usually discounted, although some are interest-bearing.

**COUPON:** Interest rate on a debt security the issuer promises to pay to the holder until maturity, expressed as an annual percentage of face value.

**DEBENTURE:** A bond secured only by the general credit of the issuer.

**DELIVERY VERSUS PAYMENT:** There are two methods of delivery of securities: delivery versus payment and delivery versus receipt. Delivery versus payment is delivery of securities with





## INVESTMENT POLICY: ANNUAL STATEMENT (cont.)

an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

**DERIVATIVES:** (1) Financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a leveraging factor, (2) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities or commodities).

**DISCOUNT:** The difference between the cost price of a security and its maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

**DISCOUNT RATE:** Interest rate that the Federal Reserve charges member banks for loans, using government securities or eligible paper as collateral.

**DISCOUNT SECURITIES:** Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g., U.S. Treasury Bills.

**DISCOUNT YIELD:** Yield on a security sold at a discount.

**DIVERSIFICATION:** Dividing investment funds among a variety of securities offering independent returns.

**FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC):** A federal agency that insures bank deposits.

**FEDERAL FUNDS RATE:** The rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

**FEDERAL HOME LOAN BANKS (FHLB):** Government sponsored wholesale banks which lend funds and provide correspondent banking services to member commercial banks, thrift institutions, credit unions and insurance companies. The mission of the FHLBs is to liquefy the housing related assets of its members who must purchase stock in their district Bank.

**FEDERAL FARM CREDIT BANK (FFCB):** A government-sponsored institution that consolidates the financing activities of the Federal Land Banks, the Federal Intermediate Credit Banks, and the Banks for Cooperatives.

**FEDERAL HOME LOAN MORTGAGE CORPORATION (FHLMC):** A publicly chartered agency that buys qualifying residential mortgages from lenders, packages them into new securities backed by those pooled mortgages, provides certain guarantees, and then resells the securities on



## INVESTMENT POLICY: ANNUAL STATEMENT (cont.)

the open market. FHLMC's stock is owned by savings institutions across the U.S. and is held in trust by the FHLB System.

**FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA):** FNMA, like GNMA was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

**FEDERAL OPEN MARKET COMMITTEE:** Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member, while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

**FEDERAL RESERVE SYSTEM:** The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C., 12 regional banks and about 5,700 commercial banks that are members of the system.

**GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA or Ginnie Mae):** Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. Security holders are protected by the full faith and credit of the U.S. Government. Ginnie Mae securities are backed by the FHA, VA or FmHA mortgages. The term "pass-throughs" is often used to describe Ginnie Maes.

**GUARANTEED INVESTMENT CONTRACT (GIC):** A contract between an insurance company and a corporate profit-sharing or pension plan that guarantees a specific rate of return on the invested capital over the life of the contract.

**IDLE FUNDS:** Money in the treasury not required for the immediate needs of the local agency.

**LIQUIDITY:** A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.



## INVESTMENT POLICY: ANNUAL STATEMENT (cont.)

**MARKET VALUE:** The price at which a security is trading and could presumably be purchased or sold.

**MASTER REPURCHASE AGREEMENT:** A written contract covering all future transactions between the parties to repurchase---reverse repurchase agreements that establishes each party's rights in the transactions. A master agreement often specifies, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

**MATURITY:** The date upon which the principal or stated value of an investment becomes due and payable.

**MONEY MARKET:** The market in which short-term debt instruments (bills, commercial paper, banker's acceptances, etc.) are issued and traded.

**OFFER:** The price asked by a seller of securities. (When you are buying securities, you ask for an offer.) See Asked and Bid.

**OPEN MARKET OPERATIONS:** Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

**PORTFOLIO:** A combined holding of a variety of investments. The purpose of a portfolio is to reduce risk by diversification.

**PRIMARY DEALER:** A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include the Securities and Exchange Commission (SEC)-registered securities broker-dealers, banks, and a few unregulated firms.

**PRIMARY MARKET:** A market for new issues of securities. A market is primary if the proceeds of sales go to the issuer of the securities sold.

**PRUDENT-PERSON RULE:** An investment standard. In some states the law requires that a fiduciary, such as a trustee, may invest money only in a list of securities selected by the custody state---the so-called legal list. In other states the trustee may invest in a security if it is one which would be bought by a prudent person of discretion and intelligence who is seeking a reasonable income and preservation of capital.



## INVESTMENT POLICY: ANNUAL STATEMENT (cont.)

**QUALIFIED PUBLIC DEPOSITORIES:** A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, which has segregated for the benefit of the commission eligible collateral eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

**RATE OF RETURN:** The yield obtainable on a security based on its purchase price or its current market price.

**REPURCHASE AGREEMENT (RP or REPO):** A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security “buyer” in effect lends the “seller” money for the period of the agreement, and the terms of the agreement are structured to compensate him/her for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money, that is, increasing bank services.

**SAFEKEEPING:** A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank’s vault for protection.

**SECONDARY MARKET:** A market made for the purchase and sale of outstanding issues following the initial distribution.

**SECURITIES AND EXCHANGE COMMISSION:** Agency created by Congress to protect investors in securities transactions by administering securities legislation.

**SEC RULE 15C3-1:** See Uniform Net Capital Rule

**STRUCTURED NOTES:** Notes issued by Government Sponsored Enterprises (FHLB, FNMA, SLMA, etc.) and Corporations that have imbedded options (e.g., call features, step-up coupons, floating rate coupons, derivative-based returns) into their debt structure. Their market performance is impacted by the fluctuation of interest rates, the volatility of the imbedded options and shifts in the shape of the yield curve.

**TREASURY BILLS:** A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months or one year.

**TREASURY BONDS:** Long-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturity more than 10 years.

**TREASURY NOTES:** Medium-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturity from two to 10 years.



## INVESTMENT POLICY: ANNUAL STATEMENT (cont.)

**UNIFORM CAPITAL RULE:** Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called the net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

**YIELD:** The rate of annual income return on an investment, expressed as a percentage.

(a) **INCOME YIELD** is obtained by dividing the current dollar income by the current market price for the security. (b) **NET YIELD** or **YIELD TO MATURITY** is the current income yield minus any premium above par or plus any discount from par in the purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

**Reference:** *Annual Statement for 2005, Approved by City Council*



## **INVESTMENT POLICY: ANNUAL STATEMENT**

### **PURPOSE**

To provide the framework and guidance for managing the City's investment portfolio. It is the policy of the City of Santa Clara (City) to invest public funds, including bond proceeds, reserves and other special City funds, in a manner that maximizes safety and liquidity while earning a market rate of return commensurate with the investment risk; meets the daily cash flow demands of the City; and conforms to all state and local statutes governing the investment of public funds.

### **POLICY**

The investment policy of the City (the "Investment Policy") is intended to provide for the prudent and efficient investment of the City's temporarily idle cash while safely maximizing returns within carefully defined investment parameters. The City shall invest public funds, including bond proceeds, reserves and other special City funds, in a manner consistent with this Investment Policy while meeting the daily cash flow demands of the City and conforming to all state and local statutes governing the investment of public funds.

#### **Authority, Scope and Prudence**

- **Authority** - The City Charter, Article IX, Section 904 gives the Director of Finance (the "Director") the authority and responsibility to deposit and invest all City funds.
- **Scope** - The Investment Policy applies to all deposits, investments and other assets of the City, its subsidiaries, the Successor Agency for the Redevelopment Agency of the City of Santa Clara, the Sports and Open Space Authority, the Stadium Authority, and the Housing Authority.
- **Prudence** - Employees delegated responsibility for the investment of public monies by the Director ("Investment Personnel"), as trustees of public monies, shall adhere to the "prudent investor" standard when managing the City's funds in light of the purposes, terms, and other circumstances of the City. Investment Personnel shall refrain from engaging in any activity that impairs, or has the potential to impair, their ability to make impartial investment decisions for the City.

### **PROCEDURE**

#### **Investment Objectives and Criteria**

The primary objectives, in priority order, of the City's investment activities shall be safety, liquidity, and yield.

#### **Internal Controls**

The City's Finance Department shall establish internal controls that are designed to prevent losses due to fraud, negligence, third-party misrepresentation, and



## **INVESTMENT POLICY: ANNUAL STATEMENT**

other foreseeable circumstances that may arise in the operations of the investment function. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived and (2) the valuation of costs and benefits requires estimates and judgments by management.

### **Reporting**

The Director of Finance shall provide periodic investment reports to the City Council. The reports shall contain, but not be limited to, the following:

- A listing of individual securities held at the end of the reporting period by authorized investment category.
- The rate of return on the unrestricted investment portfolio compared to selected benchmark.
- Final maturity of all investments listed.
- Weighted average maturity of the unrestricted investment portfolio.
- Coupon, discount or earnings rate.
- Par value, amortized book value and market value.
- Percentage of the portfolio represented by each investment category.

### **Investment Policy Adoption**

The Investment Policy shall be reviewed annually by the City Council and any modifications made thereto must be approved by the City Council.

#### **Attachments:**

1. Investment Policy

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF SANTA CLARA,  
CALIFORNIA AMENDING COUNCIL POLICY MANUAL P&P  
017 INVESTMENT POLICY: ANNUAL STATEMENT**

**BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

**WHEREAS**, amending the P&P 017 Investment Policy: Annual Statement, attached hereto as Attachment 1, to provide guidelines for the prudent and efficient investment of City cash and the selection of investments;

**WHEREAS**, the P&P 017 Investment Policy: Annual Statement details the primary objectives of the City's investment activity, establishes authorized investments, specifies required internal controls, establishes performance standards, and defines reporting requirements;

**NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

1. That P&P 017 Investment Policy: Annual Statement, attached hereto as Attachment 1, is hereby amended.
2. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2019, BY THE FOLLOWING VOTE:

AYES:	COUNCILORS:
NOES:	COUNCILORS:
ABSENT:	COUNCILORS:
ABSTAINED:	COUNCILORS:

ATTEST: \_\_\_\_\_  
NORA PIMENTEL  
ASSISTANT CITY CLERK  
CITY OF SANTA CLARA

Attachments incorporated by reference:

1. P&P 017 Investment Policy: Annual Statement



CITY OF SANTA CLARA

# Investment Policy

ANNUAL  
~~~~~  
2019  
~~~~~

## Finance Department

1500 Warburton Avenue  
Santa Clara, CA 95050  
Phone: 408-615-2340  
Fax: 408-243-8687

**Office Hours**  
Monday - Friday  
8:00A - 5:00P



**City of  
Santa Clara**  
The Center of What's Possible

# CITY OF SANTA CLARA INVESTMENT POLICY

## A. Introduction

The investment policy of the City of Santa Clara (the "Investment Policy") is intended to provide for the prudent and efficient investment of the City of Santa Clara's temporarily idle cash while safely maximizing returns within carefully defined investment parameters. The City of Santa Clara (the "City") shall invest public funds, including bond proceeds, reserves and other special City funds, in a manner consistent with this Investment Policy while meeting the daily cash flow demands of the City and conforming to all state and local statutes governing the investment of public funds.

It is the City's full intent, at the time of purchase, to hold all investments until maturity in order to ensure the return of all invested principal. Through the maintenance of sufficient diversification of investments of varying maturities, the forced liquidation of investments at a loss shall be avoided, if at all possible.

For a list of terms and definitions commonly used in cash management, see "Appendix A - Glossary of Cash Management Terms".

## B. Authority, Scope and Prudence

- **Authority** - The City of Santa Clara Charter, Article IX, Section 904 gives the Director of Finance (the "Director") the authority and responsibility to deposit and invest all City funds. It authorizes the Director to invest the City's idle cash in allowable investment vehicles with a maximum remaining maturity of five years at the time of purchase. The City Council may grant express authority either specifically or as part of an approved investment program to invest in securities with remaining maturities that exceed the five-year restriction. Authority must be given to the Director at least three months prior to the investment. California Government Code Section 53601 also allows the City to invest in the same investment securities as authorized by the City Council.
- **Scope** - The Investment Policy applies to all deposits, investments and other assets of the City, its subsidiaries, the Successor Agency for the Redevelopment Agency of the City of Santa Clara, the Sports and Open Space Authority, the Stadium Authority, and the Housing Authority. These funds are reported in the City's Comprehensive Annual Financial Report and include the General Fund, Special Revenue Funds, Debt Service Funds, Capital Project Funds, Trust and Agency Funds, and Enterprise Funds. Deposit of funds is in accordance with the provision of the State Constitution and the laws of the State of California (Government Code Sections 53601 and 53635) governing the handling, depositing and securing of public funds. Investment of City issued debt proceeds and debt reserve funds are separately governed by individual bond indentures adopted by the City Council.

Investment of the Forrest and Evalyne Bentzien Trust Fund is governed by the Agreement By and Between the City of Santa Clara, California and the Mission City Community Fund Regarding the Investment, Disbursement and Distribution of Funds in the Forrest and Evalyne Bentzien Non-Expendable Trust Fund approved by City Council and dated July 25, 2000 (the "Bentzien Trust Fund Agreement"), and is not subject to the provisions of this

Investment Policy. The Bentzien Trust Fund Agreement defines the rights and responsibilities of the City in its capacity as Trustee and the Mission City Community Fund as the beneficiary of the Trust, to assure compliance with the California Probate Code and the Evalyne Bentzien Will.

- **Prudence** - Employees delegated responsibility for the investment of public monies by the Director ("Investment Personnel"), as trustees of public monies, shall adhere to the "prudent investor" standard when managing the City's funds in light of the purposes, terms, and other circumstances of the City. This standard requires the exercise of reasonable care, skill, and caution, and is to be applied to investments in the context of the total portfolio and as part of an overall investment strategy, which should incorporate risk and return objectives reasonably suitable to the City. Duties must be performed with the care, prudence and diligence that a person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the City.

Investment Personnel shall refrain from engaging in any activity that impairs, or has the potential to impair, their ability to make impartial investment decisions for the City.

Investment Personnel acting in accordance with written procedures and the Investment Policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

### **C. Investment Objectives and Criteria**

The primary objectives, in priority order, of the City's investment activities shall be:

- **Safety** - Safety of principal is the foremost objective of the investment program. Investment of City funds shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The City shall diversify its investments by investing funds among a variety of financial institutions and securities offering independent returns, all in accordance with this Investment Policy.
- **Liquidity** - The investment portfolio will remain sufficiently liquid to enable the City to meet all cash needs, which may be reasonably anticipated, for the operation of the City.
- **Yield** - The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow characteristics of the portfolio.

### **D. Delegation of Authority**

Authority to manage the City's banking depository and investment program is derived from the City Charter. Management responsibility for the banking depository and investment program is hereby delegated to the Director of Finance who shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities and procedures of Investment Personnel.

### **E. Ethics and Conflicts of Interest**

Officers and Investment Personnel involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or impair their ability to make impartial investment decisions. Officers and Investment Personnel shall disclose in their annual conflict of interest statement all material financial interests in financial institutions that conduct

business within the City, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the City.

#### **F. Authorized Financial Institutions**

The Director of Finance, or his/her designee, shall maintain a list of financial institutions and broker/dealers authorized to provide investment services to the City ("Authorized Financial Institutions"). Authorized Financial Institutions must be authorized to provide investment services in the State of California and may include "primary" dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (uniform net capital rule). No public deposit shall be made except in a qualified public depository as established by State laws.

All financial institutions and broker/dealers who desire to become an Authorized Financial Institution must provide audited financial statements, proof of required licenses or registration, and written confirmation that they have read and shall abide by the City's Investment Policy.

Authorized Financial Institutions shall be expected to actively participate in the bid/offer process for securities in which they are market makers. In addition, it will be expected that the Authorized Financial Institutions will be able to fill the entire order being solicited and that there shall be no delay in completing the transaction on the contractual settlement date.

The Director of Finance, or his/her designee, periodically reviews the financial conditions and registrations of financial institutions and broker/dealers that deal with the City. The City is under no obligation to transact business with any financial institution and may at any time remove a financial institution from the list of Authorized Financial Institutions at the City's discretion.

#### **G. Competitive Bidding Process**

When practicable, Investment Personnel of the City shall enter into transactions for the purchase or sale of securities on a competitive bid basis. From time to time the City may enter into transactions involving securities for which there is not an active secondary market or where other Authorized Financial Institutions do not have the security available for sale and therefore, competitive bidding is not available. If competitive bidding on a security is not practicable or possible, Investment Personnel will seek to verify pricing by other reasonable means.

The bidding process shall be fully documented for all transactions and complete records shall be available for audit and reporting purposes.

In all cases, placement shall be made consistent with the safety, liquidity and yield objectives of this Investment Policy.

#### **H. Authorized and Suitable Investments**

Special care must be taken to ensure that the list of instruments includes only those allowed by law and those that local investment managers are trained and competent to handle. The City is empowered by the State of California Government Code and the City Charter to invest in the following types of securities. Additionally, bond proceeds are invested in accordance with the requirements outlined in the specific bond indenture of trust.

##### **➤ U.S. Treasury Bills, Notes and Bonds**

Maximum Holdings =	100% of portfolio dollars
Maximum per Issuer =	100% of portfolio dollars
Maximum Maturity =	5 year final maturity

➤ **Securities Guaranteed or Backed by the Full Faith and Credit of the U.S. Government**

Maximum Holdings = 100% of portfolio dollars  
Maximum per Issuer = 100% of portfolio dollars  
Maximum Maturity = 5 year final maturity

➤ **U.S. Government Agency Securities** (exclusive of Agency MBS or CMO Securities) such as the Federal Home Loan Bank (FHLB), the Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC), the Federal Farm Credit Bank (FFCB), local agencies, and other U. S. government-sponsored enterprises. These investments must be rated in the top three rating categories by two of the three largest nationally recognized statistical rating organizations (NRSROs).

Maximum Holdings = 80% of portfolio dollars  
Maximum per Issuer = 40% of portfolio dollars  
Maximum Callable = ~~69~~50% of portfolio dollars  
Maximum Maturity = 5 year final maturity

➤ **Negotiable Certificates of Deposit** issued by a nationally or state-chartered bank or by a state-licensed branch of a foreign bank.

Maximum Holdings = 25% of portfolio dollars  
Maximum per Issuer = 5% of portfolio dollars  
Maximum Maturity = 1 year final maturity

➤ **Bankers Acceptances** of any domestic or foreign commercial bank that are acceptable to the Federal Reserve.

Maximum Holdings = 25% of portfolio dollars  
Maximum per Issuer = 5% of portfolio dollars  
Maximum Maturity = 180 days

➤ **Commercial Paper** of "prime" quality of the highest ranking or of the highest letter and numerical rating as provided by Moody's Investors Service, Inc., Standard and Poor's Corporation, or Fitch Financial Services, Inc. Eligible paper is further limited to paper issued by any U.S. corporation having total assets in excess of \$500 million and having an "A" or higher rating for the issuer's debt.

Maximum Holdings = 25% of portfolio dollars  
Maximum per Issuer = 10% of portfolio dollars  
Maximum Maturity = 270 days

➤ **Local Agency Investment Fund of the State of California.** Purchases may be made up to the maximum amount allowed by the State of California. Securities owned in the Local Agency Investment Fund of the State of California will not count towards maximum percentages of other categories.

- **Repurchase Agreements** subject to requirements of the California Government Code Section 53601(j). A Master Repurchase Agreement must be signed with the bank or dealer. The market value of securities that underlay a repurchase agreement shall be valued at 102 percent or greater of the funds borrowed against those securities and the value shall be adjusted no less than quarterly.

Maximum Holdings = 50% of portfolio dollars  
Maximum per Issuer = 20% of portfolio dollars  
Maximum Maturity = 60 days

- **Reverse Repurchase Agreements.** Reverse repurchase agreements with the prior approval of the City Council and subject to requirements of the California Government Code Sections 53601(j).

Maximum Holdings = 20% of portfolio dollars  
Maximum per Issuer = 10% of portfolio dollars  
Maximum Maturity = 92 days

- **Securities of Local Agencies of California.** Includes bonds, notes, warrants and other evidences of indebtedness of any local agency.

Maximum Holdings = 20% of portfolio dollars  
Maximum per Issuer = 5% of portfolio dollars  
Maximum Maturity = 5 year final maturity

- **Medium Term Corporate Notes** issued by corporations doing business in the United States. These corporations must be rated in the top three rating categories by two of the three largest NRSROs.

Maximum Holdings = 15% of portfolio dollars  
Maximum per Issuer = 5% of portfolio dollars  
Maximum Maturity = 5 year final maturity

- **Mutual Funds, Money Market Funds, and Investment Pools** consisting of investment vehicles permitted under Sections 53601 and 53635 of the California Government Code. To be eligible for City investments, companies providing mutual funds shall have the following:

1. The highest rating provided by not less than two of the three largest NRSROs.
2. An investment advisor registered with the Securities and Exchange Commission for not less than five years having investment experience in the underlying securities and with assets under management in excess of \$500 million.
3. The purchase price of the shares shall not include any commission fees.

Money Market Funds must meet either 1 or 2 above and 3. A thorough analysis of the pool/fund is required prior to investing, and on a continual basis. Analysis shall include creditworthiness, size, safety, ease of investment liquidation, frequency of earnings distributions, frequency of account statements, and investment portfolio strategy. Securities

owned in mutual funds and investment pools will not count towards maximum percentages of other categories.

Maximum Holdings = 20% of portfolio dollars  
Maximum per Issuer = 10% of portfolio dollars

- **Joint Powers Authority Investment Pools** organized pursuant to Section 6509.7 that invests in the securities and obligations under Sections 53601 of the California Government Code. To be eligible for City investments, the joint powers authority issuing the shares shall have retained an investment adviser that meets all of the following criteria:

1. The adviser is registered or exempt from registration with the Securities and Exchange Commission.
2. The adviser has not less than five years of experience investing in the securities and obligations authorized in under Section 53601.
3. The adviser has assets under management in excess of \$500 million.

Maximum Holdings = 100% of portfolio dollars  
Maximum per Issuer = 100% of portfolio dollars

## **I. Collateralization**

Collateralization of marketable securities will be required on certificates of deposit and repurchase agreements in accordance with California Government Code Section 53601. In order to anticipate market changes and provide a level of security for all funds, the collateralization level shall be at least 102% of market value of principal and accrued interest. The City reserves the right to require additional collateral if the City believes such additional amount is warranted.

Collateral shall always be held by an independent third party with whom the City or the counterparty has a current custodial agreement. Clearly marked evidence of ownership (safekeeping receipt) must be supplied to the City and retained. The counterparty shall have the right to substitute substantially the same securities as originally deposited as collateral.

## **J. Safekeeping and Custody**

All security transactions, including collateral for repurchase agreements, entered into by the City shall be conducted on a delivery-versus-payment (DVP) basis. Securities shall be held by a third party custodian designated by the Director of Finance, or his/her designee, and evidenced by safekeeping receipts.

## **K. Diversification**

The City will diversify its investments by security type and institution. Maximum percentage holdings for each security type and institution shall conform to this Investment Policy and the maximum allowed under the California Government Code Section 53601.

All percentage restrictions on authorized investments are based on the amortized book value of the portfolio as of the trade date of the investment. In the event that portfolio percentage restrictions are violated due to a reduction in book value of the portfolio, the City may, but will not be required to, liquidate securities to meet the maximum holdings requirements.

## **L. Maximum Term of Investment**

To the extent possible, the City will attempt to match its investments with anticipated cash flow requirements. The City will not directly invest in securities maturing more than five years from the date of purchase without Council approval. Effective May 25, 1998, the City Council authorized staff to purchase securities with maturities greater than five years, specifically for the Electric Cost Reduction Fund.

Reserve funds may be invested in securities exceeding five years if the maturity of such investments is made to coincide as nearly as practicable with the expected use of the funds.

## **M. Internal Controls**

The City's Finance Department shall establish internal controls that are designed to prevent losses due to fraud, negligence, third-party misrepresentation, and other foreseeable circumstances that may arise in the operations of the investment function. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived and (2) the valuation of costs and benefits requires estimates and judgments by management.

The internal controls shall address the following points:

- **Collusion** - Collusion is a situation where two or more employees are working together to defraud their employer.
- **Separation of duties** - By separating the persons who perform and authorize the transactions from the people who record or otherwise account for the transactions, a separation of duties is achieved.
- **Safekeeping** - Securities purchased from any broker or dealer shall be placed with the City's depository bank in its trust department for safekeeping. Securities shall be held in a manner that establishes the City's right of ownership. Evidence of ownership shall be demonstrated by a monthly safekeeping statement which shall be reconciled on a timely basis to internal holding reports.
- **Clear Delegation of Authority** - Subordinate staff members must have a clear understanding of their authority and responsibility to avoid improper actions.
- **Written Confirmation** - Due to the potential for error arising from telephone transactions, all telephone transactions shall be supported by written communications and approved by appropriate Investment Personnel.
- **Delivery** - Where applicable, investment transactions of the City shall be conducted using standard delivery-vs-payment procedures.
- **Daily Procedures** - Detailed written procedures shall be created and regularly maintained so that critical investment functions may be performed in the absence of the person normally responsible for performing such work. The procedures should include reference to custody and safekeeping, wire transfer agreements, banking service contracts and collateral/depository agreements. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in a depository or investment transaction except as provided under the terms of this Investment Policy and the procedures established by the Director of Finance.



- **Annual Audit** - On an annual basis, the City's financial statements and business practices are audited by an external auditor. Included in the ~~auditor's annual review~~ audit shall be a ~~review~~ testing of the City's compliance with the Investment and cash management accounting and operational practices Policy.

## N. Performance Standard

As preservation of capital is the City's top priority, the City's investment strategy shall assume that an investment is being held to maturity or other redemption date as set forth in the security's official offering documentation (i.e., callable securities). Trading in response to economic conditions and market valuations will be permitted if the sale of a security can be justified.

The City also recognizes the importance of obtaining an adequate rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and cash flow requirements. The investment portfolio shall be measured as follows:

- The portfolio's yield shall be compared to the ~~twelve~~24-month moving average yield of 2-year Treasury Notes.
- The portfolio's weighted average maturity shall be less than three years.

In accordance with generally accepted accounting principles, the City shall mark-to-market its investments on a monthly basis using an independent pricing source. Market values will be looked upon as indications of market movements and volatility in making investment decisions rather than an indication of performance.

## O. Reporting

The Director of Finance shall provide periodic investment reports to the City Council. The reports shall contain, but not be limited to, the following:

- A listing of individual securities held at the end of the reporting period by authorized investment category.
- The rate of return on the unrestricted investment portfolio compared to the ~~twelve~~24-month moving average yield of 2-year Treasury Notes.
- Final maturity of all investments listed.
- Weighted average maturity of the unrestricted investment portfolio.
- Coupon, discount or earnings rate.
- Par value, amortized book value and market value.
- Percentage of the portfolio represented by each investment category.

## P. Investment Policy Adoption

~~The City's Investment Policy shall be adopted by resolution of the City Council.~~ The Investment Policy shall be reviewed annually by the City Council and any modifications made thereto must be approved by the City Council.

## **APPENDIX A**

### **GLOSSARY OF CASH MANAGEMENT TERMS**

**AGENCIES:** A debt security issued by a federal or federally sponsored agency. Federal agencies are backed by the full faith and credit of the U.S. Government. Federally sponsored agencies (FSAs) are backed by each particular agency with a market perception that there is an implicit government guarantee. An example of a federal agency is the Government National Mortgage Association (GNMA). An example of an FSA is the Federal National Mortgage Association (FNMA).

**ASK:** The price at which securities are offered.

**BANKERS' ACCEPTANCE (BA):** A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

**BASIS POINT** - A unit of measurement used in the valuation of fixed-income securities equal to 1/100 of 1 percent of yield (e.g., 1/4 of 1 percent is equal to 25 basis points).

**BID:** The price offered by a buyer of securities. (When you are selling securities you ask for a bid.) See Offer.

**BOOK VALUE** - The value at which a security is carried on the financial records of an investor. The book value may differ significantly from the security's current value in the market.

**BROKER:** A broker brings buyers and sellers together for a commission.

**CALLABLE BOND** - A bond issue in which all or part of its outstanding principal amount may be redeemed prior to maturity by the issuer under specified conditions.

**CALL PRICE** - The price at which an issuer may redeem a bond prior to maturity.

**CERTIFICATE OF DEPOSIT (CD):** A time deposit with a specific maturity evidenced by a certificate. Large-denomination CD's are typically negotiable.

**COLLATERAL:** Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

**COMMERCIAL PAPER:** Short-term obligations with maturity ranging from 2 to 270 days issued by banks, corporations, and other borrowers to investors with temporarily idle cash. Such instruments are unsecured and usually discounted, although some are interest-bearing.

**COUPON:** Interest rate on a debt security the issuer promises to pay to the holder until maturity, expressed as an annual percentage of face value.

**DEBENTURE:** A bond secured only by the general credit of the issuer.

**DELIVERY VERSUS PAYMENT (DVP):** There are two methods of delivery of securities: delivery versus payment and delivery versus receipt. Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

**DERIVATIVES:** (1) Financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a leveraging factor, (2) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities or commodities).

**DISCOUNT:** The difference between the cost price of a security and its maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

**DISCOUNT RATE:** Interest rate that the Federal Reserve charges member banks for loans, using government securities or eligible paper as collateral.

**DISCOUNT SECURITIES:** Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g., U.S. Treasury Bills.

**DISCOUNT YIELD:** Yield on a security sold at a discount.

**DIVERSIFICATION:** Dividing investment funds among a variety of securities offering independent returns.

**FEDERAL DEPOSIT INSURANCE CORPORATON (FDIC):** A federal agency that insures bank deposits.

**FEDERAL FUNDS (FED FUNDS) -** Funds placed in Federal Reserve banks by depository institutions in excess of current reserve requirements. These depository institutions may lend Fed Funds to each other overnight or on a longer term basis. Depository institutions may also transfer funds among each other on a same-day basis through the Federal Reserve banking system. Fed Funds are considered to be immediately available funds.

**FEDERAL FUNDS RATE:** The rate of interest at which Federal Funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

**FEDERAL HOME LOAN BANKS (FHLB):** Government sponsored wholesale banks which lend funds and provide correspondent banking services to member commercial banks, thrift institutions, credit unions and insurance companies. The mission of the FHLBs is to liquefy the housing related assets of its members who must purchase stock in their district Bank.

**FEDERAL FARM CREDIT BANK (FFCB):** The Federal Farm Credit Banks Funding Corporation is an integral part of the Farm Credit System, a leading provider of loans, leases and services to U.S. agriculture and rural America. FFCB is a government-sponsored enterprise that consolidates the financing activities of the Federal Land Banks, the Federal Intermediate Credit Banks, and the Banks for Cooperatives.

**FEDERAL HOME LOAN MORTGAGE CORPORATION (FHLMC):** A publicly chartered agency that buys qualifying residential mortgages from lenders, packages them into new securities backed by those pooled mortgages, provides certain guarantees, and then resells the securities on the open market. FHLMC's stock is owned by savings institutions across the U.S. and is held in trust by the FHLB System.

**FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA or Fannie Mae):** FNMA, like GNMA was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the

corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

**FEDERAL OPEN MARKET COMMITTEE (FOMC):** Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member, while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

**FEDERAL RESERVE SYSTEM:** The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C., 12 regional banks and about 5,700 commercial banks that are members of the system.

**GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA or Ginnie Mae):** Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. Security holders are protected by the full faith and credit of the U.S. Government. Ginnie Mae securities are backed by the FHA, VA or FmHA mortgages. The term "pass-throughs" is often used to describe Ginnie Maes.

**GUARANTEED INVESTMENT CONTRACT (GIC):** A contract between an insurance company and a corporate profit-sharing or pension plan that guarantees a specific rate of return on the invested capital over the life of the contract.

**IDLE FUNDS:** Money in the treasury not required for the immediate needs of the local agency.

**INVESTMENT-GRADE OBLIGATIONS -** An investment instrument suitable for purchase by institutional investors under the prudent investor rule. Investment-grade is restricted to those obligations rated BBB or higher by a rating agency.

**LIQUIDITY:** A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

**MARKET VALUE:** The price at which a security is trading and could presumably be purchased or sold.

**MASTER REPURCHASE AGREEMENT:** A written contract covering all future transactions between the parties to repurchase---reverse repurchase agreements that establishes each party's rights in the transactions. A master agreement often specifies, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

**MATURITY:** The date upon which the principal or stated value of an investment becomes due and payable.

**MONEY MARKET:** The market in which short-term debt instruments (bills, commercial paper, banker's acceptances, etc.) are issued and traded.

**NATIONALLY RECOGNIZED STATISTICAL RATING ORGANIZATION (NRSRO):** A credit rating agency that issues credit ratings that the U.S. Securities and Exchange Commission permits other financial firms to use for certain regulatory purposes.

**OFFER:** The price asked by a seller of securities. (When you are buying securities, you ask for an offer.) See Ask and Bid.

**OPEN MARKET OPERATIONS:** Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

**PREMIUM** - The amount by which the price paid for a security exceeds the security's par value.

**PORTFOLIO:** A combined holding of a variety of investments. The purpose of a portfolio is to reduce risk by diversification.

**PRIMARY DEALER:** A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include the Securities and Exchange Commission (SEC)-registered securities broker-dealers, banks, and a few unregulated firms.

**PRIMARY MARKET:** A market for new issues of securities. A market is primary if the proceeds of sales go to the issuer of the securities sold.

**PRIME RATE** - A preferred interest rate charged by commercial banks to their most creditworthy customers. Many interest rates are keyed to this rate.

**PRINCIPAL** - The face value or par value of a debt instrument.

**PRUDENT INVESTOR RULE:** A guideline that states that a fiduciary must consider the needs of the beneficiaries, the provision of regular income, minimize risk and preserve assets. The Prudent Investor Rule applies to the investment decision-making process and no single investment decision should be judged in isolation, but rather as part of the entire portfolio. The Prudent Investor Rule mandates fiduciaries apply the principle of diversification when constructing portfolios.

**RATE OF RETURN:** The yield obtainable on a security based on its purchase price or its current market price.

**REPURCHASE AGREEMENT (RP or REPO):** A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate him/her for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money that is, increasing bank services.

**SAFEKEEPING:** A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vault for protection.

**SECONDARY MARKET:** A market made for the purchase and sale of outstanding issues following the initial distribution.

**SECURITIES AND EXCHANGE COMMISSION:** Agency created by Congress to protect investors in securities transactions by administering securities legislation.

**STRUCTURED NOTES:** Notes issued by Government Sponsored Enterprises (FHLB, FNMA, etc.) and Corporations that have imbedded options (e.g., call features, step-up coupons, floating rate coupons,

derivative-based returns) into their debt structure. Their market performance is impacted by the fluctuation of interest rates, the volatility of the imbedded options and shifts in the shape of the yield curve.

**TREASURY BILLS:** A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months or one year.

**TREASURY BONDS:** Long-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturity more than ten years.

**TREASURY NOTES:** Medium-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturity from two to ten years.

**WEIGHTED AVERAGE MATURITY (WAM)** - The average maturity of all the securities that comprise a portfolio.

**YIELD:** The rate of annual income return on an investment, expressed as a percentage. (a) **INCOME YIELD** is obtained by dividing the current dollar income by the current market price for the security. (b) **NET YIELD** or **YIELD TO MATURITY** is the current income yield minus any premium above par or plus any discount from par in the purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

**YIELD-TO-CALL (YTC)** - The rate of return an investor earns from a security assuming the security is redeemed (called) prior to its stated final maturity date.

**YIELD-TO-MATURITY (YTM)** - The rate of return an investor earns on a security held to maturity when both interest payments and the investor's potential capital gain or loss are included in the calculation of return.

CITY OF SANTA CLARA

# Investment Policy

ANNUAL  
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2019  
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## Finance Department

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**Office Hours**  
Monday - Friday  
8:00A - 5:00P



**City of  
Santa Clara**  
The Center of What's Possible

# CITY OF SANTA CLARA INVESTMENT POLICY

## A. Introduction

The investment policy of the City of Santa Clara (the "Investment Policy") is intended to provide for the prudent and efficient investment of the City of Santa Clara's temporarily idle cash while safely maximizing returns within carefully defined investment parameters. The City of Santa Clara (the "City") shall invest public funds, including bond proceeds, reserves and other special City funds, in a manner consistent with this Investment Policy while meeting the daily cash flow demands of the City and conforming to all state and local statutes governing the investment of public funds.

It is the City's full intent, at the time of purchase, to hold all investments until maturity in order to ensure the return of all invested principal. Through the maintenance of sufficient diversification of investments of varying maturities, the forced liquidation of investments at a loss shall be avoided, if at all possible.

For a list of terms and definitions commonly used in cash management, see "Appendix A - Glossary of Cash Management Terms".

## B. Authority, Scope and Prudence

- **Authority** - The City of Santa Clara Charter, Article IX, Section 904 gives the Director of Finance (the "Director") the authority and responsibility to deposit and invest all City funds. It authorizes the Director to invest the City's idle cash in allowable investment vehicles with a maximum remaining maturity of five years at the time of purchase. The City Council may grant express authority either specifically or as part of an approved investment program to invest in securities with remaining maturities that exceed the five-year restriction. Authority must be given to the Director at least three months prior to the investment. California Government Code Section 53601 also allows the City to invest in the same investment securities as authorized by the City Council.
- **Scope** - The Investment Policy applies to all deposits, investments and other assets of the City, its subsidiaries, the Successor Agency for the Redevelopment Agency of the City of Santa Clara, the Sports and Open Space Authority, the Stadium Authority, and the Housing Authority. These funds are reported in the City's Comprehensive Annual Financial Report and include the General Fund, Special Revenue Funds, Debt Service Funds, Capital Project Funds, Trust and Agency Funds, and Enterprise Funds. Deposit of funds is in accordance with the provision of the State Constitution and the laws of the State of California (Government Code Sections 53601 and 53635) governing the handling, depositing and securing of public funds. Investment of City issued debt proceeds and debt reserve funds are separately governed by individual bond indentures adopted by the City Council.

Investment of the Forrest and Evalyne Bentzien Trust Fund is governed by the Agreement By and Between the City of Santa Clara, California and the Mission City Community Fund Regarding the Investment, Disbursement and Distribution of Funds in the Forrest and Evalyne Bentzien Non-Expendable Trust Fund approved by City Council and dated July 25, 2000 (the "Bentzien Trust Fund Agreement"), and is not subject to the provisions of this



Investment Policy. The Bentzien Trust Fund Agreement defines the rights and responsibilities of the City in its capacity as Trustee and the Mission City Community Fund as the beneficiary of the Trust, to assure compliance with the California Probate Code and the Evalyne Bentzien Will.

- **Prudence** - Employees delegated responsibility for the investment of public monies by the Director ("Investment Personnel"), as trustees of public monies, shall adhere to the "prudent investor" standard when managing the City's funds in light of the purposes, terms, and other circumstances of the City. This standard requires the exercise of reasonable care, skill, and caution, and is to be applied to investments in the context of the total portfolio and as part of an overall investment strategy, which should incorporate risk and return objectives reasonably suitable to the City. Duties must be performed with the care, prudence and diligence that a person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the City.

Investment Personnel shall refrain from engaging in any activity that impairs, or has the potential to impair, their ability to make impartial investment decisions for the City.

Investment Personnel acting in accordance with written procedures and the Investment Policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

### **C. Investment Objectives and Criteria**

The primary objectives, in priority order, of the City's investment activities shall be:

- **Safety** - Safety of principal is the foremost objective of the investment program. Investment of City funds shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The City shall diversify its investments by investing funds among a variety of financial institutions and securities offering independent returns, all in accordance with this Investment Policy.
- **Liquidity** - The investment portfolio will remain sufficiently liquid to enable the City to meet all cash needs, which may be reasonably anticipated, for the operation of the City.
- **Yield** - The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow characteristics of the portfolio.

### **D. Delegation of Authority**

Authority to manage the City's banking depository and investment program is derived from the City Charter. Management responsibility for the banking depository and investment program is hereby delegated to the Director of Finance who shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities and procedures of Investment Personnel.

### **E. Ethics and Conflicts of Interest**

Officers and Investment Personnel involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or impair their ability to make impartial investment decisions. Officers and Investment Personnel shall disclose in their annual conflict of interest statement all material financial interests in financial institutions that conduct

business within the City, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the City.

#### **F. Authorized Financial Institutions**

The Director of Finance, or his/her designee, shall maintain a list of financial institutions and broker/dealers authorized to provide investment services to the City ("Authorized Financial Institutions"). Authorized Financial Institutions must be authorized to provide investment services in the State of California and may include "primary" dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (uniform net capital rule). No public deposit shall be made except in a qualified public depository as established by State laws.

All financial institutions and broker/dealers who desire to become an Authorized Financial Institution must provide audited financial statements, proof of required licenses or registration, and written confirmation that they have read and shall abide by the City's Investment Policy.

Authorized Financial Institutions shall be expected to actively participate in the bid/offer process for securities in which they are market makers. In addition, it will be expected that the Authorized Financial Institutions will be able to fill the entire order being solicited and that there shall be no delay in completing the transaction on the contractual settlement date.

The Director of Finance, or his/her designee, periodically reviews the financial conditions and registrations of financial institutions and broker/dealers that deal with the City. The City is under no obligation to transact business with any financial institution and may at any time remove a financial institution from the list of Authorized Financial Institutions at the City's discretion.

#### **G. Competitive Bidding Process**

When practicable, Investment Personnel of the City shall enter into transactions for the purchase or sale of securities on a competitive bid basis. From time to time the City may enter into transactions involving securities for which there is not an active secondary market or where other Authorized Financial Institutions do not have the security available for sale and therefore, competitive bidding is not available. If competitive bidding on a security is not practicable or possible, Investment Personnel will seek to verify pricing by other reasonable means.

The bidding process shall be fully documented for all transactions and complete records shall be available for audit and reporting purposes.

In all cases, placement shall be made consistent with the safety, liquidity and yield objectives of this Investment Policy.

#### **H. Authorized and Suitable Investments**

Special care must be taken to ensure that the list of instruments includes only those allowed by law and those that local investment managers are trained and competent to handle. The City is empowered by the State of California Government Code and the City Charter to invest in the following types of securities. Additionally, bond proceeds are invested in accordance with the requirements outlined in the specific bond indenture of trust.

##### **➤ U.S. Treasury Bills, Notes and Bonds**

Maximum Holdings =	100% of portfolio dollars
Maximum per Issuer =	100% of portfolio dollars
Maximum Maturity =	5 year final maturity

➤ **Securities Guaranteed or Backed by the Full Faith and Credit of the U.S. Government**

Maximum Holdings = 100% of portfolio dollars  
Maximum per Issuer = 100% of portfolio dollars  
Maximum Maturity = 5 year final maturity

➤ **U.S. Government Agency Securities** (exclusive of Agency MBS or CMO Securities) such as the Federal Home Loan Bank (FHLB), the Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC), the Federal Farm Credit Bank (FFCB), local agencies, and other U. S. government-sponsored enterprises. These investments must be rated in the top three rating categories by two of the three largest nationally recognized statistical rating organizations (NRSROs).

Maximum Holdings = 80% of portfolio dollars  
Maximum per Issuer = 40% of portfolio dollars  
Maximum Callable = 50% of portfolio dollars  
Maximum Maturity = 5 year final maturity

➤ **Negotiable Certificates of Deposit** issued by a nationally or state-chartered bank or by a state-licensed branch of a foreign bank.

Maximum Holdings = 25% of portfolio dollars  
Maximum per Issuer = 5% of portfolio dollars  
Maximum Maturity = 1 year final maturity

➤ **Bankers Acceptances** of any domestic or foreign commercial bank that are acceptable to the Federal Reserve.

Maximum Holdings = 25% of portfolio dollars  
Maximum per Issuer = 5% of portfolio dollars  
Maximum Maturity = 180 days

➤ **Commercial Paper** of "prime" quality of the highest ranking or of the highest letter and numerical rating as provided by Moody's Investors Service, Inc., Standard and Poor's Corporation, or Fitch Financial Services, Inc. Eligible paper is further limited to paper issued by any U.S. corporation having total assets in excess of \$500 million and having an "A" or higher rating for the issuer's debt.

Maximum Holdings = 25% of portfolio dollars  
Maximum per Issuer = 10% of portfolio dollars  
Maximum Maturity = 270 days

➤ **Local Agency Investment Fund of the State of California.** Purchases may be made up to the maximum amount allowed by the State of California. Securities owned in the Local Agency Investment Fund of the State of California will not count towards maximum percentages of other categories.

- **Repurchase Agreements** subject to requirements of the California Government Code Section 53601(j). A Master Repurchase Agreement must be signed with the bank or dealer. The market value of securities that underlay a repurchase agreement shall be valued at 102 percent or greater of the funds borrowed against those securities and the value shall be adjusted no less than quarterly.

Maximum Holdings = 50% of portfolio dollars  
Maximum per Issuer = 20% of portfolio dollars  
Maximum Maturity = 60 days

- **Reverse Repurchase Agreements.** Reverse repurchase agreements with the prior approval of the City Council and subject to requirements of the California Government Code Sections 53601(j).

Maximum Holdings = 20% of portfolio dollars  
Maximum per Issuer = 10% of portfolio dollars  
Maximum Maturity = 92 days

- **Securities of Local Agencies of California.** Includes bonds, notes, warrants and other evidences of indebtedness of any local agency.

Maximum Holdings = 20% of portfolio dollars  
Maximum per Issuer = 5% of portfolio dollars  
Maximum Maturity = 5 year final maturity

- **Medium Term Corporate Notes** issued by corporations doing business in the United States. These corporations must be rated in the top three rating categories by two of the three largest NRSROs.

Maximum Holdings = 15% of portfolio dollars  
Maximum per Issuer = 5% of portfolio dollars  
Maximum Maturity = 5 year final maturity

- **Mutual Funds, Money Market Funds, and Investment Pools** consisting of investment vehicles permitted under Sections 53601 and 53635 of the California Government Code. To be eligible for City investments, companies providing mutual funds shall have the following:

1. The highest rating provided by not less than two of the three largest NRSROs.
2. An investment advisor registered with the Securities and Exchange Commission for not less than five years having investment experience in the underlying securities and with assets under management in excess of \$500 million.
3. The purchase price of the shares shall not include any commission fees.

Money Market Funds must meet either 1 or 2 above and 3. A thorough analysis of the pool/fund is required prior to investing, and on a continual basis. Analysis shall include creditworthiness, size, safety, ease of investment liquidation, frequency of earnings distributions, frequency of account statements, and investment portfolio strategy. Securities owned in mutual funds and investment pools will not count towards maximum percentages of other categories.

Maximum Holdings = 20% of portfolio dollars  
Maximum per Issuer = 10% of portfolio dollars

- **Joint Powers Authority Investment Pools** organized pursuant to Section 6509.7 that invests in the securities and obligations under Sections 53601 of the California Government Code. To be eligible for City investments, the joint powers authority issuing the shares shall have retained an investment adviser that meets all of the following criteria:

1. The adviser is registered or exempt from registration with the Securities and Exchange Commission.
2. The adviser has not less than five years of experience investing in the securities and obligations authorized in under Section 53601.
3. The adviser has assets under management in excess of \$500 million.

Maximum Holdings = 100% of portfolio dollars  
Maximum per Issuer = 100% of portfolio dollars

## **I. Collateralization**

Collateralization of marketable securities will be required on certificates of deposit and repurchase agreements in accordance with California Government Code Section 53601. In order to anticipate market changes and provide a level of security for all funds, the collateralization level shall be at least 102% of market value of principal and accrued interest. The City reserves the right to require additional collateral if the City believes such additional amount is warranted.

Collateral shall always be held by an independent third party with whom the City or the counterparty has a current custodial agreement. Clearly marked evidence of ownership (safekeeping receipt) must be supplied to the City and retained. The counterparty shall have the right to substitute substantially the same securities as originally deposited as collateral.

## **J. Safekeeping and Custody**

All security transactions, including collateral for repurchase agreements, entered into by the City shall be conducted on a delivery-versus-payment (DVP) basis. Securities shall be held by a third party custodian designated by the Director of Finance, or his/her designee, and evidenced by safekeeping receipts.

## **K. Diversification**

The City will diversify its investments by security type and institution. Maximum percentage holdings for each security type and institution shall conform to this Investment Policy and the maximum allowed under the California Government Code Section 53601.

All percentage restrictions on authorized investments are based on the amortized book value of the portfolio as of the trade date of the investment. In the event that portfolio percentage restrictions are violated due to a reduction in book value of the portfolio, the City may, but will not be required to, liquidate securities to meet the maximum holdings requirements.

## **L. Maximum Term of Investment**

To the extent possible, the City will attempt to match its investments with anticipated cash flow requirements. The City will not directly invest in securities maturing more than five years from the

date of purchase without Council approval. Effective May 25, 1998, the City Council authorized staff to purchase securities with maturities greater than five years, specifically for the Electric Cost Reduction Fund.

Reserve funds may be invested in securities exceeding five years if the maturity of such investments is made to coincide as nearly as practicable with the expected use of the funds.

## **M. Internal Controls**

The City's Finance Department shall establish internal controls that are designed to prevent losses due to fraud, negligence, third-party misrepresentation, and other foreseeable circumstances that may arise in the operations of the investment function. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived and (2) the valuation of costs and benefits requires estimates and judgments by management.

The internal controls shall address the following points:

- **Collusion** - Collusion is a situation where two or more employees are working together to defraud their employer.
- **Separation of duties** - By separating the persons who perform and authorize the transactions from the people who record or otherwise account for the transactions, a separation of duties is achieved.
- **Safekeeping** - Securities purchased from any broker or dealer shall be placed with the City's depository bank in its trust department for safekeeping. Securities shall be held in a manner that establishes the City's right of ownership. Evidence of ownership shall be demonstrated by a monthly safekeeping statement which shall be reconciled on a timely basis to internal holding reports.
- **Clear Delegation of Authority** - Subordinate staff members must have a clear understanding of their authority and responsibility to avoid improper actions.
- **Written Confirmation** - Due to the potential for error arising from telephone transactions, all telephone transactions shall be supported by written communications and approved by appropriate Investment Personnel.
- **Delivery** - Where applicable, investment transactions of the City shall be conducted using standard delivery-vs-payment procedures.
- **Daily Procedures** - Detailed written procedures shall be created and regularly maintained so that critical investment functions may be performed in the absence of the person normally responsible for performing such work. The procedures should include reference to custody and safekeeping, wire transfer agreements, banking service contracts and collateral/depository agreements. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in a depository or investment transaction except as provided under the terms of this Investment Policy and the procedures established by the Director of Finance.
- **Annual Audit** - On an annual basis, the City's financial statements and business practices are audited by an external auditor. Included in the annual audit shall be testing of the City's compliance with the Investment Policy.

## **N. Performance Standard**

As preservation of capital is the City's top priority, the City's investment strategy shall assume that an investment is being held to maturity or other redemption date as set forth in the security's official offering documentation (i.e., callable securities). Trading in response to economic conditions and market valuations will be permitted if the sale of a security can be justified.

The City also recognizes the importance of obtaining an adequate rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and cash flow requirements. The investment portfolio shall be measured as follows:

- The portfolio's yield shall be compared to the 24-month moving average yield of 2-year Treasury Notes.
- The portfolio's weighted average maturity shall be less than three years.

In accordance with generally accepted accounting principles, the City shall mark-to-market its investments on a monthly basis using an independent pricing source. Market values will be looked upon as indications of market movements and volatility in making investment decisions rather than an indication of performance.

## **O. Reporting**

The Director of Finance shall provide periodic investment reports to the City Council. The reports shall contain, but not be limited to, the following:

- A listing of individual securities held at the end of the reporting period by authorized investment category.
- The rate of return on the unrestricted investment portfolio compared to the 24-month moving average yield of 2-year Treasury Notes.
- Final maturity of all investments listed.
- Weighted average maturity of the unrestricted investment portfolio.
- Coupon, discount or earnings rate.
- Par value, amortized book value and market value.
- Percentage of the portfolio represented by each investment category.

## **P. Investment Policy Adoption**

The Investment Policy shall be reviewed annually by the City Council and any modifications made thereto must be approved by the City Council.

## **APPENDIX A**

### **GLOSSARY OF CASH MANAGEMENT TERMS**

**AGENCIES:** A debt security issued by a federal or federally sponsored agency. Federal agencies are backed by the full faith and credit of the U.S. Government. Federally sponsored agencies (FSAs) are backed by each particular agency with a market perception that there is an implicit government guarantee. An example of a federal agency is the Government National Mortgage Association (GNMA). An example of an FSA is the Federal National Mortgage Association (FNMA).

**ASK:** The price at which securities are offered.

**BANKERS' ACCEPTANCE (BA):** A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

**BASIS POINT** - A unit of measurement used in the valuation of fixed-income securities equal to 1/100 of 1 percent of yield (e.g., 1/4 of 1 percent is equal to 25 basis points).

**BID:** The price offered by a buyer of securities. (When you are selling securities you ask for a bid.) See Offer.

**BOOK VALUE** - The value at which a security is carried on the financial records of an investor. The book value may differ significantly from the security's current value in the market.

**BROKER:** A broker brings buyers and sellers together for a commission.

**CALLABLE BOND** - A bond issue in which all or part of its outstanding principal amount may be redeemed prior to maturity by the issuer under specified conditions.

**CALL PRICE** - The price at which an issuer may redeem a bond prior to maturity.

**CERTIFICATE OF DEPOSIT (CD):** A time deposit with a specific maturity evidenced by a certificate. Large-denomination CD's are typically negotiable.

**COLLATERAL:** Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

**COMMERCIAL PAPER:** Short-term obligations with maturity ranging from 2 to 270 days issued by banks, corporations, and other borrowers to investors with temporarily idle cash. Such instruments are unsecured and usually discounted, although some are interest-bearing.

**COUPON:** Interest rate on a debt security the issuer promises to pay to the holder until maturity, expressed as an annual percentage of face value.

**DEBENTURE:** A bond secured only by the general credit of the issuer.

**DELIVERY VERSUS PAYMENT (DVP):** There are two methods of delivery of securities: delivery versus payment and delivery versus receipt. Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.



**DERIVATIVES:** (1) Financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a leveraging factor, (2) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities or commodities).

**DISCOUNT:** The difference between the cost price of a security and its maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

**DISCOUNT RATE:** Interest rate that the Federal Reserve charges member banks for loans, using government securities or eligible paper as collateral.

**DISCOUNT SECURITIES:** Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g., U.S. Treasury Bills.

**DISCOUNT YIELD:** Yield on a security sold at a discount.

**DIVERSIFICATION:** Dividing investment funds among a variety of securities offering independent returns.

**FEDERAL DEPOSIT INSURANCE CORPORATON (FDIC):** A federal agency that insures bank deposits.

**FEDERAL FUNDS (FED FUNDS) -** Funds placed in Federal Reserve banks by depository institutions in excess of current reserve requirements. These depository institutions may lend Fed Funds to each other overnight or on a longer term basis. Depository institutions may also transfer funds among each other on a same-day basis through the Federal Reserve banking system. Fed Funds are considered to be immediately available funds.

**FEDERAL FUNDS RATE:** The rate of interest at which Federal Funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

**FEDERAL HOME LOAN BANKS (FHLB):** Government sponsored wholesale banks which lend funds and provide correspondent banking services to member commercial banks, thrift institutions, credit unions and insurance companies. The mission of the FHLBs is to liquefy the housing related assets of its members who must purchase stock in their district Bank.

**FEDERAL FARM CREDIT BANK (FFCB):** The Federal Farm Credit Banks Funding Corporation is an integral part of the Farm Credit System, a leading provider of loans, leases and services to U.S. agriculture and rural America. FFCB is a government-sponsored enterprise that consolidates the financing activities of the Federal Land Banks, the Federal Intermediate Credit Banks, and the Banks for Cooperatives.

**FEDERAL HOME LOAN MORTGAGE CORPORATION (FHLMC):** A publicly chartered agency that buys qualifying residential mortgages from lenders, packages them into new securities backed by those pooled mortgages, provides certain guarantees, and then resells the securities on the open market. FHLMC's stock is owned by savings institutions across the U.S. and is held in trust by the FHLB System.

**FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA or Fannie Mae):** FNMA, like GNMA was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the

corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

**FEDERAL OPEN MARKET COMMITTEE (FOMC):** Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member, while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

**FEDERAL RESERVE SYSTEM:** The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C., 12 regional banks and about 5,700 commercial banks that are members of the system.

**GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA or Ginnie Mae):** Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. Security holders are protected by the full faith and credit of the U.S. Government. Ginnie Mae securities are backed by the FHA, VA or FmHA mortgages. The term "pass-throughs" is often used to describe Ginnie Maes.

**GUARANTEED INVESTMENT CONTRACT (GIC):** A contract between an insurance company and a corporate profit-sharing or pension plan that guarantees a specific rate of return on the invested capital over the life of the contract.

**IDLE FUNDS:** Money in the treasury not required for the immediate needs of the local agency.

**INVESTMENT-GRADE OBLIGATIONS -** An investment instrument suitable for purchase by institutional investors under the prudent investor rule. Investment-grade is restricted to those obligations rated BBB or higher by a rating agency.

**LIQUIDITY:** A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

**MARKET VALUE:** The price at which a security is trading and could presumably be purchased or sold.

**MASTER REPURCHASE AGREEMENT:** A written contract covering all future transactions between the parties to repurchase---reverse repurchase agreements that establishes each party's rights in the transactions. A master agreement often specifies, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

**MATURITY:** The date upon which the principal or stated value of an investment becomes due and payable.

**MONEY MARKET:** The market in which short-term debt instruments (bills, commercial paper, banker's acceptances, etc.) are issued and traded.

**NATIONALLY RECOGNIZED STATISTICAL RATING ORGANIZATION (NRSRO):** A credit rating agency that issues credit ratings that the U.S. Securities and Exchange Commission permits other financial firms to use for certain regulatory purposes.

**OFFER:** The price asked by a seller of securities. (When you are buying securities, you ask for an offer.) See Ask and Bid.

**OPEN MARKET OPERATIONS:** Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

**PREMIUM** - The amount by which the price paid for a security exceeds the security's par value.

**PORTFOLIO:** A combined holding of a variety of investments. The purpose of a portfolio is to reduce risk by diversification.

**PRIMARY DEALER:** A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include the Securities and Exchange Commission (SEC)-registered securities broker-dealers, banks, and a few unregulated firms.

**PRIMARY MARKET:** A market for new issues of securities. A market is primary if the proceeds of sales go to the issuer of the securities sold.

**PRIME RATE** - A preferred interest rate charged by commercial banks to their most creditworthy customers. Many interest rates are keyed to this rate.

**PRINCIPAL** - The face value or par value of a debt instrument.

**PRUDENT INVESTOR RULE:** A guideline that states that a fiduciary must consider the needs of the beneficiaries, the provision of regular income, minimize risk and preserve assets. The Prudent Investor Rule applies to the investment decision-making process and no single investment decision should be judged in isolation, but rather as part of the entire portfolio. The Prudent Investor Rule mandates fiduciaries apply the principle of diversification when constructing portfolios.

**RATE OF RETURN:** The yield obtainable on a security based on its purchase price or its current market price.

**REPURCHASE AGREEMENT (RP or REPO):** A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate him/her for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money that is, increasing bank services.

**SAFEKEEPING:** A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vault for protection.

**SECONDARY MARKET:** A market made for the purchase and sale of outstanding issues following the initial distribution.

**SECURITIES AND EXCHANGE COMMISSION:** Agency created by Congress to protect investors in securities transactions by administering securities legislation.

**STRUCTURED NOTES:** Notes issued by Government Sponsored Enterprises (FHLB, FNMA, etc.) and Corporations that have imbedded options (e.g., call features, step-up coupons, floating rate coupons,

derivative-based returns) into their debt structure. Their market performance is impacted by the fluctuation of interest rates, the volatility of the imbedded options and shifts in the shape of the yield curve.

**TREASURY BILLS:** A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months or one year.

**TREASURY BONDS:** Long-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturity more than ten years.

**TREASURY NOTES:** Medium-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturity from two to ten years.

**WEIGHTED AVERAGE MATURITY (WAM)** - The average maturity of all the securities that comprise a portfolio.

**YIELD:** The rate of annual income return on an investment, expressed as a percentage. (a) **INCOME YIELD** is obtained by dividing the current dollar income by the current market price for the security. (b) **NET YIELD** or **YIELD TO MATURITY** is the current income yield minus any premium above par or plus any discount from par in the purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

**YIELD-TO-CALL (YTC)** - The rate of return an investor earns from a security assuming the security is redeemed (called) prior to its stated final maturity date.

**YIELD-TO-MATURITY (YTM)** - The rate of return an investor earns on a security held to maturity when both interest payments and the investor's potential capital gain or loss are included in the calculation of return.



## Agenda Report

19-1656

Agenda Date: 3/26/2019

### REPORT TO COUNCIL

#### SUBJECT

Action on the Single Audit Report for Fiscal Year 2017/18

#### BACKGROUND

The City's annual financial statement audit also includes the federally mandated "Single Audit" which is designed to meet the special reporting requirements of federal granting agencies, specifically Office of Management and Budget (OMB) Uniform Guidance 2.CFR.200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (formerly OMB A-133). The standards governing Single Audit engagements require that agencies expending more than \$750,000 in federal monies in a fiscal year have an independent audit not only on the fair presentation of the financial statements, but also on internal controls for compliance with the administrative requirements of federal awards. The Single Audit was performed by the City's financial statement auditor, Maze & Associates.

City staff and Maze & Associates met with the City Council Audit Committee on February 25, 2019. Present were Committee members Gillmor, Watanabe and Mahan. During the Committee meeting, Maze & Associates gave a presentation about the audit process and scope of work, as well as the auditor's opinion. Staff answered various questions with regards to the Single Audit. The Audit Committee unanimously accepted the Single Audit Report presented at the Committee meeting and recommended that the City Council note and file the reports at the March 26, 2019 Council meeting. After the Council meeting, the Single Audit Report will be published on the City's website.

#### DISCUSSION

Based on their audit, Maze & Associates issued an unmodified opinion with regard to the fair presentation of the financial statements and that the City is in compliance with internal control over financial reporting. However, as part of the audit, one finding was reported in the Assistance to Firefighters Grant related to inventory requirements when purchasing equipment with federal funds. The City received a monitoring visit from FEMA in July 2018 which determined that the City was out of compliance with the inventory requirement. The City provided a corrective action to FEMA and the area of non-compliance was resolved and closed by FEMA in November 2018. However, since this finding was contained in the original monitoring visit report, Maze and Associates is required to present the finding in the Single Audit Report. The City is confident that existing procedures are in compliance with the equipment inventory guidelines and that this finding will not occur in the future.

#### ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(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.

**COORDINATION**

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

**FISCAL IMPACT**

The staff and the external auditor costs associated with the audit and financial reports production are included in the FY 2018/19 Adopted Budget.

**PUBLIC CONTACT**

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

**RECOMMENDATION**

Note and file the City of Santa Clara Single Audit Report for the year ended June 30, 2018, as recommended by the Council Audit Committee.

Reviewed by: Angela Kraetsch, Director of Finance

Approved by: Deanna J. Santana, City Manager

**ATTACHMENTS**

1. Single Audit Report June 30, 2018

**CITY OF SANTA CLARA**  
**SINGLE AUDIT REPORT**  
**FOR THE YEAR ENDED JUNE 30, 2018**

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**CITY OF SANTA CLARA**  
**SINGLE AUDIT REPORT**  
**For the Year Ended June 30, 2018**

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**CITY OF SANTA CLARA**

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
For the Year Ended June 30, 2018**

**SECTION I—SUMMARY OF AUDITOR'S RESULTS**

**Financial Statements**

Type of report the auditor issued on whether the financial statements audited were prepared in accordance with GAAP

Unmodified

Internal control over financial reporting:

- Material weakness(es) identified?            Yes       X       No
- Significant deficiency(ies) identified?       X       Yes            None Reported

Noncompliance material to financial statements noted?            Yes       X       No

**Federal Awards**

Internal control over major federal programs:

- Material weakness(es) identified?            Yes       X       No
- Significant deficiency(ies) identified?       X       Yes            None Reported

Type of auditor's report issued on compliance for major federal programs:

Unmodified

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?       X       Yes            No

Identification of major programs:

<u>CFDA #(s)</u>	<u>Name of Federal Program or Cluster</u>
<u>14.239</u>	<u>HOME Investment Partnerships Program</u>
<u>97.044</u>	<u>Assistance to Firefighters Grant</u>

Dollar threshold used to distinguish between type A and type B programs: \$750,000

Auditee qualified as low-risk auditee?       X       Yes            No

## SECTION II – FINANCIAL STATEMENT FINDINGS

Our audit did disclose significant deficiencies, but no material weaknesses or instances of noncompliance material to the basic financial statements. We have also issued a separate Memorandum on Internal Control dated December 3, 2018, which is an integral part of our audits and should be read in conjunction with this report.

## SECTION III – FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

Our audit disclosed the following findings and questioned costs required to be reported in accordance with Uniform Guidance.

**Finding reference number:** SA2018-001 Equipment Management Requirements

**CFDA number:** 97.044

**CFDA Title:** Assistance to Firefighters Grant

**Name of Federal Agency:** Department of Homeland Security

**Federal Award Identification Number:** EMW-2015-FO-07248 and EMW-2016-FO-06694

**Criteria:** Title 2 Part 200 Subpart D Subgroup Property Standards Section 200.313(d) of the Code of Federal Regulations requires that recipients of grant funds who use federal funds to purchase equipment adhere to certain management requirements for the equipment. These requirements include a physical inventory of the equipment at least once every two years.

**Condition:** The U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA), Region IX Grants Management Division performed an on-site monitoring review of the City's inventory procedures on July 23, 2018 related to the EMW-2016-FO-06694 grant and determined that the City was out of compliance with the physical inventory requirement noted above under Title 2 Part 200 Subpart D Subgroup Property Standards Section 200.313(d)(1-3) of the Code of Federal Regulations.

The City did subsequently provide a corrective action plan to FEMA, which included documentation that the required physical inventory had been completed, and the area of non-compliance was resolved and closed by FEMA in its letter dated November 16, 2018.

**Effect:** The City was not in compliance with the management requirements of Title 2 Part 200 Subpart D Subgroup Property Standards Section 200.313(d) of the Code of Federal Regulations.

**Cause:** It appears that this was due to an oversight on the part of City and Fire Department staff.

**Recommendation:** The City should develop procedures to ensure that the required physical inventory of equipment purchased in whole or in part with Federal funds is taken at least once every two years and reconciled with the equipment records.

**View of Responsible Officials and Planned Corrective Actions:** Please see Corrective Action Plan separately prepared by the City.

**CITY OF SANTA CLARA**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
For the Fiscal Year Ended June 30, 2018

Federal Grantor/ Pass-Through Grantor/Program or Cluster Title	Federal CFDA Number	Pass-Through Identifying Number	Pass-Through To Subrecipients	Federal Expenditures
<b>U.S. Department of Housing and Urban Development Direct Programs</b>				
Community Development Block Grant - Entitlement Grant	14.218		\$184,610	\$922,892
Home Investment Partnerships Program	14.239		701,148	731,070
<b>Total U.S. Department of Housing and Urban Development</b>			<u>885,758</u>	<u>1,653,962</u>
<b>U.S. Department of Justice Direct Program</b>				
Equitable Sharing Program	16.922			153,540
<b>U.S. Department of Transportation Pass-Through Programs From:</b>				
State of California Department of Transportation				
Highway Planning and Construction	20.205	CML-5019 (033)		45,227
Metropolitan Transportation Commission				
Priority Development Area Planning Grant	20.205	1812		103,290
<b>Program subtotal</b>				148,517
State of California Office of Traffic Safety				
State and Community Highway Safety	20.600	PS18030		23,203
<b>Total U.S. Department of Transportation</b>				<u>171,720</u>
<b>U.S. Department of Homeland Security</b>				
<b>Pass-Through Programs From:</b>				
California Task Force 3 Urban Search and Rescue				
National Urban Search and Rescue Response System	97.025	CA-TF3		170,659
California Governor's Office of Emergency Services				
Disaster Grants - Public Assistance (Presidentially Declared Disasters)	97.036	FEMA-4301-DR-CA 085-69084		48,464
County of Santa Clara Office of Emergency Services				
Homeland Security Grant Program	97.067	SHSGP		18,500
<b>Direct Program</b>				
Federal Emergency Management Agency				
Assistance to Firefighters Grant	97.044			826,724
<b>Total U.S. Department of Homeland Security</b>				<u>1,064,347</u>
<b>Total Expenditures of Federal Awards</b>			<u>\$885,758</u>	<u>\$3,043,569</u>

See Accompanying Notes to Schedule of Expenditures of Federal Awards

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## **CITY OF SANTA CLARA**

### **NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS For the Year Ended June 30, 2018**

#### **NOTE 1-REPORTING ENTITY**

The Schedule of Expenditure of Federal Awards (the Schedule) includes expenditures of federal awards for the City of Santa Clara, California, and its component units as disclosed in the notes to the Basic Financial Statements, except for federal awards of the Santa Clara Stadium Authority (Stadium Authority). Federal awards expended by the Stadium Authority, if any, are excluded from the Schedule and are subject to a separate Single Audit performed by other auditors.

#### **NOTE 2-SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Basis of accounting refers to *when* revenues and expenditures or expenses are recognized in the accounts and reported in the financial statements, regardless of the measurement focus applied. All governmental funds and agency funds are accounted for using the modified accrual basis of accounting. All proprietary funds are accounted for using the accrual basis of accounting. Expenditures of Federal Awards reported on the Schedule are recognized when incurred.

#### **NOTE 3 – INDIRECT COST ELECTION**

The City has elected not to use the 10% de minimis indirect cost rate allowed under the Uniform Guidance.

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**SINGLE AUDIT  
FOR THE YEAR ENDED JUNE 30, 2018**

**CORRECTIVE ACTION PLAN**

**FINANCIAL STATEMENT FINDINGS - CURRENT YEAR**

**Finding Reference Number: 2018-01 Franchise Fees Remittance Errors**

- **Name(s) of the contact person:** David Noce, Accounting Division Manager
- **Corrective Action Plan:** The City has established procedures in the Accounts Receivable function of the Accounting Division to ensure that franchise agreements are monitored for collection and accuracy of payment. An additional audit will review the existing NEF hauler agreements and prepare suggestions for the next iteration of these agreements for the 2019-2022 term. This task will also include the creation of an online reporting form to facilitate the ease and accuracy of payments and continued review for accuracy during the 2019-2022 reporting periods.
- **Anticipated Completion Date:** Implemented in fiscal year 2018/19.

**FEDERAL AWARD FINDINGS - CURRENT YEAR**

**Finding Reference Number: SA2018-001 Equipment Management Requirements**

- **Name(s) of the contact person:** *Nicole Gresham, Staff Analyst*
- **Corrective Action Plan:** The City provided the inventory records to the granting agency as required. The finding arose due to the timing of when the records were submitted and not that the inventory did not take place. The City has proper controls in place to conduct the inventories as required and has identified additional procedures to inform the granting agency in multiple ways.
- **Anticipated Completion Date:** *Implemented in November 2018.*

SINGLE AUDIT  
FOR THE YEAR ENDED JUNE 30, 2018

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS

FINANCIAL STATEMENT FINDINGS – PRIOR AUDIT

Finding Reference Number: 2017-01 Payroll Database Access

Fiscal Year of Initial Finding: 2016/17

Name(s) of the contact person: David Noce, Accounting Division Manager

Current Status:

As recommended, beginning in the third quarter of fiscal year 2018, staff from the Human Resources Department is reviewing and approving all payroll database changes each and every pay period for validity. Additionally, the City continues to look at realigning duties and implementing technology enhancements to strengthen controls.

FEDERAL AWARD FINDINGS – PRIOR AUDIT

Finding Reference Number: SA2017-001 Monitoring HOME Program Activities for Compliance with HOME Program Rules and Regulations

Fiscal Year of Initial Finding: 2016/17

Name(s) of the contact person: Jonathan Veach, Housing and Community Services Division Manager

Current Status:

The seven step process to ensure that federal funds are not obligated in IDIS in advance of a signed commitment by the applicant, and to ensure that staff completes the environmental review prior to any commitment of funds has been implemented.

The seven steps described below present a summary of HUD approved administrative steps that ensure HOME program activities are occurring in an appropriate sequence.

- 1) The NCIP Administrator receives and reviews applications and if the application is approved, will oversee the preparation of a property valuation to determine the funding source (CDBG or HOME) for which the project qualifies.
- 2) The NCIP Housing Inspector conducts a site visit and inspection of the property. The physical and financial scope of work is assessed, including substandard code corrective requirements, and the inspection is discussed with the homeowner. At this time the homeowner will sign an Owner Participation Agreement which covers any grant expenditures. At this time Environmental and historical forms and any required disclosures will be executed

- 3) The NCIP Administrator will request an NCIP activity number and the direct time payroll code from the City's Finance Department to start documenting costs attributed to the project.
- 4) If the scope of work determined will require a loan, the NCIP Administrator will request Lot Book and Judgment Tax Lien Guarantees from a Title Company. If the property has less than three liens reported and a City loan will be within third position, a loan will be offered to the homeowner.
- 5) The project is scheduled for review at the next Rehabilitation Loan Committee Meeting. Once the loan is approved, a Promissory Note is drawn and a Deed of Trust is recorded for the project.
- 6) Once all necessary documents have been fully executed with a written legally binding agreement under which HUD assistance will be provided to the homeowner, a HOME/CDBG activity and commitment will be set up in IDIS. The Housing and Community Services Division Management Analyst will process the first draw once an amount over \$ 1,000 has been spent on the project.
- 7) The NCIP Administrator will sign off on the draw vetting that all the necessary documents have been executed before the draw is processed and approved in IDIS.

Further, a Housing Development Officer (HDO) and a Housing Rehabilitation Inspector (HRI) with substantial HUD experience have been hired. The HDO has attended numerous HUD-sponsored Environmental Review trainings, and the HRI has over 15 years of experience administering federally funded homeowner rehabilitation projects.

We finalized and implemented a comprehensive Tenant Based Rental Assistance (TBRA) manual and are in the final steps completing our Neighborhood Conversation and Improvement Program (NCIP) manual with the City Attorney's Office. In addition, in its letter dated February 22, 2019, the grantor indicated that it considers the finding closed.



## Agenda Report

19-018

Agenda Date: 3/26/2019

### REPORT TO COUNCIL

#### SUBJECT

Action on a Design Professional Services Agreement with W-Trans for the Warburton Avenue - Civic Center Drive Area Parking Analysis and Related Budget Amendment

#### BACKGROUND

During the July 10, 2018 Council Meeting, residents addressed the Council regarding public street parking concerns related to a proposed residential project (Project) on Warburton Avenue. This Project, located at 1900 Warburton Avenue, proposes to construct 12 townhomes on a 0.5 acre lot in an existing General Office Zoning District. The site was approved for rezoning from General Office to Planned Development and is required to provide 2 parking spaces (garages) per unit, as well as 6 parking spaces for visitors for a total of 30 parking spaces within the property. Residents from a nearby multifamily development at 1700 Civic Center Drive voiced concerns about the lack of available parking within their own development, as well as along Civic Center Drive and Warburton Avenue. The residents stated that approving the development with 2 parking spaces per unit will exacerbate the situation further. City Council directed staff to conduct a parking study for the area surrounding the Project site, detailed in the Location Map (Attachment 1), and to coordinate with nearby residents to identify their current parking issues. This project was added to the Department's work plan after approval of the budget and, therefore, did not have identified funding.

#### DISCUSSION

On October 30, 2018, staff issued a Request for Proposal for a private consultant to perform data collection, complete a parking demand evaluation, and to propose solutions, if needed. The scope of work includes completing the parking demand evaluation, proposing solutions if needed, attending council and community meetings, and coordinating with the residents in the study area. Two proposals were received from Iteris, Inc. and Whitlock & Weinberger Transportation, Inc., a California corporation, doing business as W-Trans. Staff reviewed both proposals and found that W-Trans proposed a project team consisting of more experienced and appropriate staff that is consistent with staff's expectations. W-Trans's proposed scope of work included more detail, with identification of study elements that will provide better information and determination of current and potential future parking demand in the area. Based on the proposals received and staff's evaluation of these proposals, staff believes that W-Trans will provide a better final product, with detailed information for City Council, staff, and members of the public to make a determination on parking demand.

It is important to note that although the proposed Design Professional Services Agreement is within the City Manager's delegated authority to approve (i.e. less than \$100,000); a budget amendment is needed to fund this Council direction as this work is not included within the Department's work plan for Fiscal Year 2018-19. Should the Council like to proceed with the Project, staff is proposing that funds be allocated from the General Fund Budget Stabilization Reserve since this effort was added after adoption of the FY 2018/19 budget. If approved, staff estimates that this project will be

completed by late 2019 and be presented to City Council in early 2020 for further discussion.

### **ENVIRONMENTAL REVIEW**

The action being considered is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15301 "Existing Facilities" as the activity consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities mechanical equipment or topographical features involving negligible or no expansion of use beyond that existing at the time of the lead agencies determination.

### **FISCAL IMPACT**

The cost of the Design Professional Services Agreement is \$59,960, plus 10% contingency in the amount of \$5,996 for any potential additional services and \$200 of reimbursable expenses, for a total not-to-exceed amount of \$66,156. Total appropriations of \$66,156 are needed and if approved, staff is proposing that funding be allocated from the General Fund Reserves.

The budget amendment below allocates funding from the General Fund Contingency Reserves - Budget Stabilization Reserves into the General Fund for contractual services as recommended in this report.

#### **Budget Amendment FY 2018/19**

	<b>Current</b>	<b>Increase/ (Decrease)</b>	<b>Revised</b>
<b>Fund 001 - General Fund</b>			
<u>Transfers In</u>			
Transfer from Budget Stabilization Reserve	\$930,303	\$66,156	\$996,459
<u>Expenditures</u>			
Public Works - Traffic - Contractual Services	\$3,750	\$66,156	\$69,906
<b>Fund 063 -General Contingency Reserves</b>			
<u>Transfers Out</u>			
Transfer to General Fund	\$930,303	\$66,156	\$996,459
<u>Reserves</u>			
Budget Stabilization Reserve	\$62,915,716	(\$66,156)	\$62,849,560

### **COORDINATION**

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

### **PUBLIC CONTACT**

Public contact was made by posting the Council agenda on the City's official-notice bulletin board

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

**RECOMMENDATION**

1. Award the Design Professional Services Agreement for the Warburton Avenue - Civic Center Drive Area Parking Analysis to Whitlock & Weinberger Transportation, Inc., a California corporation doing business as W-Trans, in the not-to-exceed amount of \$66,156 including additional services up to 10% of the contract amount and up to \$200 reimbursable expenses; and
2. Approve the related budget amendment transferring \$66,156 from the General Fund Contingency Reserves - Budget Stabilization Reserve to the General Fund - Public Works-Traffic Contractual Services for the Warburton Avenue - Civic Center Drive Area Parking Analysis.

Reviewed by: Craig Mobeck, Director of Public Works

Approved by: Deanna J. Santana, City Manager

**ATTACHMENTS**

1. Location Map
2. Agreement



# Location Map

Civic Center Dr. - Don Ave. - Warburton Ave. -  
Scott Blvd. - Lincoln Ave. - Don Ct.

## Legend

- Area
- On-Street Study Area
- Proposed Development

The Palms  
Complex

Greenpoint  
Apartment

Civic  
Plaza  
Apartment

Park Vista  
Complex

Proposed Development  
1900 Warburton Ave.

Executive House  
1700 Civic Center Dr.

Verona  
Complex

Boulevard Complex

Triton  
Court  
Complex

Santa Clara

Hillebrant Pl

Triton Ct

Par  
Vista Ct





**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
WHITLOCK & WEINBERGER TRANSPORTATION, INC., DBA W-TRANS**

**PREAMBLE**

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Whitlock & Weinberger Transportation, Inc., a California corporation, doing business as W-Trans, with its principle place of business located at 490 Mendocino Avenue, Suite 201, Santa Rosa, California 95401 ("Contractor"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

**RECITALS**

- A. City desires to secure the design professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";
- B. "Design professional" includes licensed architects, licensed landscape architects, registered professional engineers and licensed professional land surveyors;
- C. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- D. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

**AGREEMENT TERMS AND CONDITIONS**

**1. AGREEMENT DOCUMENTS**

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements



## Exhibit D – Labor Compliance Addendum (if applicable)

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

### **2. TERM OF AGREEMENT**

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the April 1, 2019 and terminate on December 31, 2021

### **3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE**

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

- A. All reports, costs estimates, plans and other documentation which may be submitted or furnished by Contractor shall be approved and signed by an appropriate qualified licensed professional in the State of California.
- B. The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the design professional responsible for their preparation.

### **4. WARRANTY**

Contractor expressly warrants that all materials and services covered by this Agreement shall be 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 Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is Sixty-Six Thousand, One Hundred Fifty-Six Dollars (\$66,156), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

## **7. TERMINATION**

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.
- B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

## **8. ASSIGNMENT AND SUBCONTRACTING**

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

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

**9. NO THIRD PARTY BENEFICIARY**

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

**10. INDEPENDENT CONTRACTOR**

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

**11. CONFIDENTIALITY OF MATERIAL**

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

**12. OWNERSHIP OF MATERIAL**

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

**13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR**

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the

cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

#### **14. HOLD HARMLESS/INDEMNIFICATION**

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, to the extent arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of the Contractor, its employees, subcontractors, or agents in the performance, or non-performance, of Services under this Agreement.

#### **15. INSURANCE REQUIREMENTS**

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

#### **16. WAIVER**

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

#### **17. NOTICES**

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

City of Santa Clara  
Attention: Department of Public Works -Traffic Engineer  
1500 Warburton Avenue  
Santa Clara, CA 95050  
and by e-mail at [ncam@santaclaraca.gov](mailto:ncam@santaclaraca.gov), and  
[manager@santaclaraca.gov](mailto:manager@santaclaraca.gov)

And to Contractor addressed as follows:

W-Trans  
505 17<sup>th</sup> Street, 2<sup>nd</sup> Floor, Oakland CA 94612  
and by e-mail at mspencer@w-trans.com

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

## **18. COMPLIANCE WITH LAWS**

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

## **19. CONFLICTS OF INTEREST**

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

## **20. FAIR EMPLOYMENT**

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

## **21. NO USE OF CITY NAME OR EMBLEM**

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

**22. GOVERNING LAW AND VENUE**

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

**23. SEVERABILITY CLAUSE**

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

**24. AMENDMENTS**

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

**25. COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

**CONTINUED ON PAGE 8**

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

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

Approved as to Form:

Dated: \_\_\_\_\_


\_\_\_\_\_  
BRIAN DOYLE  
City Attorney

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

"CITY"

**WHITLOCK & WEINBERGER TRANSPORTATION, INC.**  
a California corporation  
DBA W-TRANS

Dated: March 15, 2019

By (Signature): 

Name: Mark Spencer, PE

Title: Senior Principal

Principal Place of Business Address: 505 17<sup>th</sup> Street, 2<sup>nd</sup> Floor  
Oakland, CA 94612

Email Address: [mspencer@w-trans.com](mailto:mspencer@w-trans.com)

Telephone: (510) 444-2600

Fax: (707) 542-9590

"CONTRACTOR"

## **EXHIBIT A**

### **SCOPE OF SERVICES**

The Services to be performed for the City by the Contractor under this Agreement are set forth below.

#### **I. GENERAL**

Contractor shall provide complete engineering services for City's parking demand study ("Off-street Study") of the area consisting of Civic Center Drive between Lincoln Street and Warburton Avenue, Warburton Avenue between Lincoln Street and Scott Boulevard, Scott Boulevard between Bray Avenue and El Camino Real, Don Avenue between Warburton Avenue and Monroe Street, and Don Court ("Study Area").

The Study Area shall specifically include the Boulevard Complex at 1958 Hillebrant Place, the Executive House at 1700 Civic Center Drive, Verona Complex at 1690 Civic Center Drive, Triton Court complex on Triton Court, Greenpointe Apartments at 1599 Warburton Avenue, the Civic Plaza Apartments at 1495 Don Avenue, the Palms at 1835 Palm View Place, and the Park Vista Complex on Park Vista Circle.

#### **III. BASIC SCOPE OF SERVICES**

A general description of the services, tasks, and responsibilities required for the Project are as follows:

##### **Task 1: Data Collection and Current Parking Demand Evaluation**

- 1.1 Contractor shall attend a kick-off meeting with City staff to review the Off-street Study goals, scope, costs, and schedule.
- 1.2 Contractor shall participate in no less than one (1) meeting with the community, which shall include local residents, property owners, and business representatives, to identify the current parking issues within the Study Area related to parking operations, enforcement and other relevant conditions ("Kick Off meeting(s)").
- 1.3 Contractor shall collect field information related to current public and private parking availability within the Study Area.
- 1.4 Contractor shall conduct actual parking counts during peak (3:00 AM) and off-peak (12:00 PM) hours for Tuesday, Wednesday, and Thursday of the week.
- 1.5 Contractor shall estimate additional future parking demand based on anticipated development in and around the Study Area. Contractor shall



coordinate with City's Community Development Department.

- 1.6 Contractor shall complete a parking supply/demand analysis and identify if there are immediate (0-6 months), near term (6 months–2 years), and/or long term (2-5 years) needs for parking within the Study Area.
- 1.7 Contractor shall summarize the community input, field information, data collection, analysis, conclusions in a draft Parking Demand Study Evaluation Memo. Contractor shall present the draft of this memo in an person meeting with City staff.
- 1.8 Contractor shall revise and resubmit the draft Parking Demand Study Evaluation Memo based on City comments.
- 1.9 Contractor shall participate in no less than one (1) meeting with the community to present the findings of the draft Parking Demand Study Evaluation Memo and received feedback regarding the Memo's conclusions.
- 1.10 Contractor shall revise and resubmit, as appropriate, the Final Parking Demand Study Evaluation Memo based on community and additional City comments.
- 1.11 For Task 1, Contractor shall provide the following deliverables:
  - a. Meeting minutes from Kick-off meeting(s)
  - b. Meeting minutes from all Community meetings
  - c. Data collected and field observations
  - d. Draft Parking Demand Study Evaluation Memo
  - e. Response to City comments on Parking Demand Study Evaluation Memo
  - f. Response to community and additional City comments on Parking Demand Study Evaluation Memo
  - g. Final Parking Demand Study Evaluation Memo

## **Task 2: Immediate, Near-term and Long-term improvement recommendations**

- 2.1 If the Parking Demand Study Evaluation Memo concludes that there are immediate, near-term, and/or long-term parking availability issues that should be addressed, the Contractor, at the direction of City, shall provide immediate, near-term, and/or long-term recommendations on how to address parking issues within the Study Area.
- 2.2 Contractor shall prepare a draft Parking Demand Recommendations Memo, conceptual/schematic designs, and budge level cost estimates for the immediate, near-term and long-term recommendations.

- 2.3 Contractor shall revise and resubmit the draft Parking Demand Recommendations Memo based on City comments.
- 2.4 Contractor shall participate in no less than one (1) meeting with the community to present the findings of the draft Parking Demand Recommendations Memo and received feedback regarding the Memo's conclusions.
- 2.5 Contractor shall revise and resubmit, as appropriate, the Final Parking Demand Recommendations Memo based on community and additional City comments.
- 2.6 Contractor shall prepare meeting material including memos, exhibits, for presentation of the Final Parking Demand Recommendations Memo at a future City Council meeting. Contractor shall attend the City Council meeting and support City staff in addressing City Council questions and/or comments.
- 2.7 For Task 2, Contract shall provide the following deliverables:
  - a. Draft Parking Demand Recommendations Memo
  - b. Response to City comments on draft Parking Demand Recommendations Memo
  - c. Meeting minutes from Community meeting regarding draft Parking Demand Recommendations Memo
  - d. Response to community and additional City comments on Parking Demand Recommendations Memo
  - e. Final Parking Demand Recommendations Memo
  - f. City Council presentation materials

## **EXHIBIT B**

### **SCHEDULE OF FEES**

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

#### **ORIGINAL PAYMENT AMOUNT**

The total payment to the Contractor for all work necessary for performing all tasks, as stated in Scope of Services (**Exhibit A**), shall be Sixty-Six Thousand, One Hundred Fifty-Six Dollars (\$66,156), plus Additional Services, which shall not exceed the sum of Five Thousand Eight Hundred Dollars (\$5,996), plus Reimbursable Expenses, which shall not exceed the sum of Two Hundred Dollars (\$200). Billing shall be on a monthly basis proportionate to the services performed for each task completed. In no event shall the amount billed to City by Contractor for services under this Agreement exceed Sixty-Six Thousand, One Hundred Fifty-Six Dollars (\$66,156), subject to budget appropriations.

#### **II. ADDITIONAL SERVICES**

Additional Services shall be provided at the fixed hourly rates shown below in Section V, RATE SCHEDULE, or at an agreed negotiated price. Additional Services are allowed only if written proposal is received, reviewed and written authorization is given by City's Director of Public Works or his/her designee in advance of the work to be performed. Additional Services shall not exceed \$5,996 without approval by the City.

#### **III. REIMBURSABLE EXPENSES**

Reimbursable Expenses are in addition to compensation for Basic and Additional Services. Reimbursable Expenses shall be billed at cost plus ten percent (10%). The following items are included as part of the Basic Services and are not considered Reimbursable Expenses:

- Basic Office Expenses such as overhead, paper, pens, pencils, ink cartridges
- Insurance Expenses, Applicable Taxes, Computer Time
- Local Travel Expenses
- Faxes
- Telephone Expenses
- US Mail
- Paper Cost
- Copying Cost
- Plotting Cost

Reimbursable Expenses may include but are not limited to:

- Outside Duplication Cost for PS&E as specified in Section III, BASIC SCOPE

- OF SERVICES, of Exhibit A
- Presentation Materials, Art works, News letters
- Overnight Delivery Services when requested by the City
- Courier Services when requested by the City

All Reimbursable Expenses, other than those listed above, shall be approved in advance by the City.

Reimbursable Expenses shall not exceed \$200 without approval by the City. The Contractor shall notify the City when approximately 75% of the Reimbursable Expenses budget has been billed to the City and shall provide a revised estimate of Reimbursable Expenses through Project completion. City may review estimate and may approve all or part of additional cost. The City shall be under no obligation to provide any Reimbursable Expenses in excess of the approved maximum reimbursable budget.

#### IV. PAY RATE SCHEDULE

##### **Basic Services:**

Compensation shall be in proportion to services rendered and shall be billed monthly as percentages of completion for each phase listed below. Invoices submitted shall include, but not be limited to, description of work/task performed, percentage of completion for each task, amount for current invoice, invoiced-to-date amount, contract amount, and remaining contract amount (or in format acceptable by the City), and all supporting documentation for amount requested for payments. Fees shall be paid in lump sum and not-to-exceed per task as listed below:

##### **1. Data Collection and Current Parking Demand Evaluation**

Task 1.1, 1.2, 1.9 – Kick Off Meetings (1) & Community Meetings (2) .....	\$7,990
Task 1.3, 1.4 – Parking Inventory and Utilization Surveys .....	\$11,235
Task 1.5, 1.6 – Future Parking Demand, Supply/Demand Analysis .....	\$4,905
Task 1.7, 1.8, 1.10 – Parking Demand Study Evaluation Memo(s) .....	\$7,560

##### **2. Immediate, Near-Term and Long-Term Improvement Recommendations**

Task 2.1 – Parking Recommendations .....	\$7,205
Task 2.2, 2.3, 2.5 – Parking Demand Recommendation Memo(s) .....	\$15,830
Task 2.4, 2.6 – Community Meeting (1), City Council Meeting (1) .....	\$5,235

**TOTAL for Tasks 1 and 2** (not-to-exceed) ... \$59,960

## V. RATE SCHEDULE

<b>Name/Title</b>	<b>Rate/Hour</b>
Mark Spencer – Senior Principal .....	\$245
Steve Weinberger – Principal .....	\$255
Andre Huff - Project Manager .....	\$110
Engineer/Planner .....	\$155
Associate Engineer/Planner .....	\$130
Assistant Engineer/Planner .....	\$110
Technician/Administration Staff .....	\$100
Interns .....	\$50
Technician/Administration Staff .....	\$20

## **EXHIBIT C**

### **INSURANCE REQUIREMENTS**

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Contractor's insurance. The minimum coverages, provisions and endorsements are as follows:

#### **A. COMMERCIAL GENERAL LIABILITY INSURANCE**

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:  
  
\$1,000,000 Each Occurrence  
\$2,000,000 General Aggregate  
\$2,000,000 Products/Completed Operations Aggregate  
\$1,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
  - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
  - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
  - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

#### **B. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at

least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of one million dollars (\$1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

#### C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

#### D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Contractor. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per claim or two million dollars (\$2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

#### E. COMPLIANCE WITH REQUIREMENTS

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

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.
3. Cancellation.
  - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
  - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to



limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

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

#### G. EVIDENCE OF COVERAGE

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

#### H. EVIDENCE OF COMPLIANCE

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

EBIX Inc.

City of Santa Clara - Department of Public Works

P.O. Box 100085 – S2

or

1 Ebix Way

Duluth, GA 30096

John's Creek, GA 30097

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

I. QUALIFYING INSURERS

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

## **EXHIBIT D LABOR COMPLIANCE ADDENDUM**

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

### **J. Prevailing Wage Requirements**

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at [www.dir.ca.gov](http://www.dir.ca.gov) and are on file with the City Clerk's office, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.
2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.
3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at [www.dir.ca.gov](http://www.dir.ca.gov).
4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.
5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by the City or its designee including, but not limited to: certified

payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.
7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors **MUST** be a registered "public works contractor" with the DIR **AT THE TIME OF BID**. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.
9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those 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.

#### K. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is

practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

L. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.
2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.
3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violation identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.



## Agenda Report

19-091

Agenda Date: 3/26/2019

### REPORT TO COUNCIL

#### SUBJECT

Action on Resolutions of the City of Santa Clara Amending Rate Schedules for Electric Service for All Classes of Customers Effective April 1, 2019 and Authorizing the City Manager to Amend City Rate Schedules for the Electric Utility Service for changes of the State Surcharge

#### BACKGROUND

The City Council adopted a Resolution (No.18-8620) at its regularly scheduled meeting on November 13, 2018 to amend City rate schedules for Electric Utility Service to increase Electric rates and charges in each rate schedule by two percent (2.0%) beginning January 1, 2019 (Bill Cycle 680). At its regularly scheduled meeting on November 27, 2018, the City Council adopted a Resolution (No. 18-8629) Establishing New Electric Rate Schedules for Large Customers.

The State Surcharge is a non-bypassable charge required by the Energy Resources Surcharge Law (California Revenue & Taxation Code section 40001 et seq.). In California, consumed electrical energy purchased from an electrical utility on and after January 1, 1975 is subject to the surcharge. Every electric utility in California, including Silicon Valley Power (SVP), making energy sales to consumers must collect and remit to the state the amount of surcharge applicable to its consumers.

The California Energy Commission (CEC) determines the State Surcharge Rate in each November for the next calendar year, and under no circumstances may the rate exceed \$0.0003 per kWh.

#### DISCUSSION

In late December 2018, the City received a notice from the California Department of Tax and Fee Administration informing that the Electric Energy Surcharge Rate will increase from \$0.00029 per kWh to \$0.0003 per kWh, effective January 1 through December 31, 2019. The State Surcharge Rate, which might be subject to future changes in the law and is subject annually to changes as determined by the CEC, is equal to kWh consumed in each billing period times \$0.0003 per kWh. SVP needs to amend all the electric rate schedules to account for this state surcharge increase to pass the correct amount to the State.

Since the effective date for the new Surcharge Rate is January 1, 2019 and the proposed effective date for the amended Rate Schedules for Electric Services is April 1, 2019, there will be three months of the difference in state surcharge the Electric Department will be responsible for, the estimated cost of which is less than \$9,000.

Although the State Surcharge Rate had not changed in the previous five years until now, it was and is subject to future revisions by CEC. Therefore the staff is proposing to amend all the rate schedules to replace the fixed figure shown on the rate schedules with a link to SVP's website showing the current State Surcharge Rate. Staff is also proposing to adopt a Resolution that authorizes the City Manager

to amend all rates schedules, as needed, if the CEC, or any successor State agency, revises the State Surcharge Rate in the future This will allow SVP to avoid requiring future Council votes on a Resolution amending rate schedules only for the purpose of a new State Surcharge Rate.

### **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**

Since the effective date for the new Surcharge Rate is January 1, 2019 and the proposed effective date for the amended Rate Schedules for Electric Services is April 1, 2019, there will be three months of the difference in state surcharge the Electric Department will be responsible for, the estimated cost of which is less than \$9,000. Going forward there will be no financial impact on SVP or City as the State Surcharge is a pass through charge and the rate schedules will adjust without requiring new Council approval.

### **COORDINATION**

This Report was coordinated with the City Finance Department and City Attorney's Office.

### **PUBLIC CONTACT**

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

### **RECOMMENDATION**

1. Adopt a Resolution of the City of Santa Clara Amending Rate Schedules for Electric Service for all Classes of Customers Effective April 1, 2019; and
2. Adopt a Resolution of the City of Santa Clara Authorizing City Manager to amend City Rate Schedules for Electric Utility Service for changes of the State Surcharge.

Reviewed by: Manuel Pineda, Assistant City Manager/Interim Chief Electric Utility Officer

Approved by: Deanna J. Santana, City Manager

### **ATTACHMENTS**

1. Resolution Amending Rate Schedules for Electric Services for all Classes of Customers
2. Rate Schedules to be effective April 1, 2019
3. Resolution Authorizing City Manager to Amend Rate Schedules for State Surcharge

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SANTA CLARA, CALIFORNIA, AMENDING CITY RATE  
SCHEDULES FOR ELECTRIC UTILITY SERVICE TO  
INCREASE STATE SURCHARGE BEGINNING APRIL 1, 2019**

**BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

**WHEREAS**, all electric energy and power furnished to customers of the Electric Department of the City of Santa Clara, California, doing business as Silicon Valley Power, shall be supplied and charged to such customers, and paid for by such customers in accordance with certain electric rate schedules, tariffs and rules and regulations adopted and amended from time to time by the City Council;

**WHEREAS**, Chapter 13.05 of the Santa Clara City Code ("Code") pertains to Operation of an Electric Utility, and Section 13.05.040 of the Code provides that the City Council may, by resolution, from time to time as it deems necessary for the administration or implementation of the intent of this chapter, review, revise, adopt and/or promulgate new or amended rate schedules and regulations concerning the operation or administration of the Electric Utility;

**WHEREAS**, the City Council adopted a Resolution (No. 18-8620) at its regularly scheduled meeting on November 13, 2018 to amend City rate schedules for Electric Utility Service to increase Electric rates and charges in each rate schedule by two percent (2.0%) beginning January 1, 2019;

**WHEREAS**, the City Council adopted a Resolution (No. 18-8629) at its regularly scheduled meeting on November 27, 2018 to Establish New Electric Rate Schedules for Large Customers;

**WHEREAS**, the State Surcharge is a non-bypassable charge required by the Energy Resources Surcharge Law (California Revenue & Taxation Code section 40001 et seq.) and is determined by the California Energy Commission (CEC) each November for the following calendar year, not to exceed \$0.0003 per kWh. The State Surcharge rate will increase from \$0.00029 per kWh to

\$0.0003 per kWh, effective January 1 through December 31, 2019;



**WHEREAS**, the Electric Department presented a Report To Council at its regularly scheduled meeting on March 26, 2019 to amend the City of Santa Clara Electric Rate Schedules ("Rate Schedules") to reflect the new State Surcharge rate; and

**WHEREAS**, the City Council reviewed and approved the recommendations contained in the Report to Council, which included the recommendation to the City Council to amend the Rate Schedules for utility service to account for changes in the State Surcharge Rate.

**NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

1. That the Rate Schedules, which are attached to this Resolution and incorporated by reference, are amended to include and memorialize the changes as presented by City Staff to the City Council during its regularly scheduled meeting on March 26, 2019 to replace the fixed Surcharge Rate with a link to SVP's website posting the current State Surcharge Rate.;
2. That the amended Rate Schedules attached to this Resolution are hereby approved and adopted by the City Council and said Rate Schedules designated to become effective and operative April 1, 2019 (Bill Cycle 683);
3. That a true and correct copy of the Resolution, including amended Rate Schedules, shall be kept on file in the Office of the City Clerk and in the Billing Division of the City Finance Department at all times while the rates are effective and, until further amended or replaced, shall be open to public investigation and inspection during the regular business hours of such offices;
5. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 26<sup>TH</sup> DAY OF MARCH, 2019, BY THE FOLLOWING VOTE:

AYES:

COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: \_\_\_\_\_  
NORA PIMENTEL, MMC  
ASSISTANT CITY CLERK  
CITY OF SANTA CLARA

Attachments incorporated by reference:

1. Rate Schedules to be Effective April 1, 2019

**CITY OF SANTA CLARA  
SILICON VALLEY POWER  
RATE SCHEDULES  
TO BE EFFECTIVE APRIL 1, 2019**

**RATE SCHEDULE D-1  
DOMESTIC SERVICE**

**RATE SCHEDULE C-1  
GENERAL SERVICE**

**RATE SCHEDULE CB-1  
GENERAL SERVICE DEMAND METERED**

**RATE SCHEDULE CB-3  
LARGE GENERAL SERVICE DEMAND METERED**

**RATE SCHEDULE CB-6  
LARGE COMBINED GENERAL SERVICE**

**RATE SCHEDULE CB-7  
LARGE COMBINED GENERAL SERVICE – MARKET BASED OPTION**

**RATE SCHEDULE CB-8  
CUSTOMER LOAD RETENTION**

**RATE SCHEDULE SB-1  
LARGE STANDBY GENERAL SERVICE  
DEMAND METERED**

**RATE SCHEDULE NM  
NET ENERGY METERING SERVICE**

**RATE SCHEDULE P-1  
GENERAL POWER-CONNECTED LOAD BASE**

**RATE SCHEDULE SL-1  
STREET AND HIGHWAY LIGHTING**

**RATE SCHEDULE SL-2  
PRIVATE OUTDOOR AREA LIGHTING SERVICE**

**RATE SCHEDULE TC  
TRAFFIC CONTROL SERVICE**

**RATE SCHEDULE IC  
IRRIGATION CONTROLLER SERVICE**

**RATE SCHEDULE TS-1**

**NON-METERED TRANSIT SHELTER  
ADVERTISEMENT LIGHTING**

**RATE SCHEDULE A  
MUNICIPAL WATER DEPARTMENT**

**CITY OF SANTA CLARA  
SILICON VALLEY POWER**

**RATE SCHEDULE D-1  
DOMESTIC SERVICE**

**Sheet 1 of 2**

DESCRIPTION OF SERVICE

This schedule is applicable to single phase residential service for single-family dwellings, condominium house meters, townhouse house meters, cooperative apartment house meters, flats and apartments separately metered by Silicon Valley Power. The Time Of Use (TOU) Option is available to all customers. Customers who utilize the TOU option will be responsible for the installed cost of a TOU meter, as set forth in Note (B) below.

This schedule is not applicable for services to common areas of apartment houses.

RATES:

Non-Time of Use

Time of Use Option

METER CHARGE, per meter per month

\$3.43

\$3.43

ENERGY CHARGE (to be added to the Customer Charge)

Non-Time of Use

Time of Use Option

Peak

Off-Peak

First 300 kWh, per kWh

\$0.10488

\$0.12066

\$0.09196

Excess Over 300 kWh, per kWh

\$0.12056

\$0.13634

\$0.10764

SURCHARGES

Public Benefits Charge and State Surcharge, as set forth in Note A, will be added to the above charges.

NOTES:

(A) SURCHARGES:

PUBLIC BENEFITS CHARGE: The Public Benefits Charge is a state required non-bypassable surcharge imposed on all sales of electricity and electrical services. It is used to fund public goods research, development, and demonstration, as well as, energy efficiency activities, renewable energy and low income assistance programs. The surcharge is equal to the sum of the Meter Charge and the Energy Charge times 0.0285.

STATE SURCHARGE: The state surcharge is required by California state law, and supports funding for the California Energy Commission. The surcharge is equal to kWh billed times the State Surcharge Rate. The current State Surcharge Rate can be found on SVP's website at:

<http://www.siliconvalleypower.com/svp-and-community/rules-and-regulations>

**Date Effective: April 2019  
Bill Cycle 683, Series 100**

**Resolution No. \_\_\_\_\_**

**Supersedes Rate Effective: January 2019  
Bill Cycle 680, Series 100**

**Resolution No. 18-8620**

**CITY OF SANTA CLARA  
SILICON VALLEY POWER**

**RATE SCHEDULE D-1  
DOMESTIC SERVICE**

**Sheet 2 of 2**

(B) TIME OF USE (TOU) OPTION:

Customers who select the time of use option will pay a one-time TOU Meter Installation Charge, which is the cost of a TOU meter, plus its installation cost. This Charge is set forth in the City of Santa Clara Municipal Fee Schedule. The manufacturer and model of such meter shall be at the sole discretion of Silicon Valley Power. Time of use periods are as set forth below:

Peak Period: Monday through Saturday, except holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day), beginning at 6:00 AM and ending at 10:00 PM.

Off-Peak Period: All other hours.

The TOU meter is used to measure kWhr usage in the peak and off-peak periods. The ratio of peak kWhr to total kWhr will be used to determine the portion of the First 300 kWhr that falls in the peak period. This ratio will also be used to determine the portion of kWhr usage above 300 kWhr that falls in the peak period.

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**CITY OF SANTA CLARA  
SILICON VALLEY POWER**

<b>RATE SCHEDULE A MUNICIPAL WATER DEPARTMENT</b>	<b>Sheet 1 of 1</b>
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**DESCRIPTION OF SERVICE:**

The schedule is applicable to electricity used by the Municipal Water Department for water and sewer pumping service.

**RATES:**

All kWh, per kWh

\$ 0.10151

**SURCHARGE:**

Public Benefits Charge and State Surcharge, as set forth in Note A, will be added to the above charge.

**NOTES:**

**(A) SURCHARGES:**

**PUBLIC BENEFITS CHARGE:**

The Public Benefits Charge is a state required non-bypassable surcharge imposed on all sales of electricity and electrical services. It is used to fund public goods research, development, and demonstration, as well as, energy efficiency activities, renewable energy and low income assistance programs. The surcharge is equal to kWh billed times 2.85%.

**STATE SURCHARGE:** The state surcharge is required by California state law, and supports funding for the California Energy Commission. The surcharge is equal to kWh billed times the State Surcharge Rate. The current State Surcharge Rate can be found on SVP's website at:

<http://www.siliconvalleypower.com/svp-and-community/rules-and-regulations>

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**CITY OF SANTA CLARA  
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**RATE SCHEDULE CB-1  
GENERAL SERVICE DEMAND  
METERED**

**Sheet 1 of 3**

**DESCRIPTION OF SERVICES:**

This schedule is applicable to commercial or industrial services whose monthly use of energy has exceeded 8,000 kWh for three (3) consecutive months, or where the initial connected load indicates use above 8,000 kWh per billing period. When either of these qualifications has been met, this schedule as well as a Maximum Demand meter will be installed as promptly as is practicable. Both the Schedule CB-1 and the Maximum Demand meter will be continued in service until the monthly use of energy has fallen below 6,000 kWh for 12 consecutive months. At that time, and at the option of Silicon Valley Power, Schedule C-1 will be applicable and the Maximum Demand meter may be removed. Also, this schedule is applicable to those customers that were served under Schedule CB-2 for a period of (15) years or more. The Time of Use Option is available to all customers. Customers who utilize the TOU option will be responsible for the installed cost of a TOU meter, if necessary, as set forth in Note (E) below.

**RATES:**

<u>S:</u>	<u>Non-Time of Use</u>	<u>Time of Use</u>	
<u>CUSTOMER CHARGE</u> , per meter per month	\$67.49	\$67.49	
<u>DEMAND CHARGE:</u>			
		<u>Time of Use</u>	
		<u>Peak</u>	<u>Off-Peak</u>
All kW of Billing Demand, per kW	\$8.16	\$8.16	\$0.00
<u>ENERGY CHARGE:</u>	<u>Non-Time of Use</u>	<u>Time of Use</u>	
		<u>Peak</u>	<u>Off-Peak</u>
All kWh, per kWh	\$0.10842	\$0.12422	\$0.09550

**MINIMUM CHARGE:**

The Demand Charge constitutes the Minimum Charge.

**SURCHARGES:**

Public Benefits Charge and State Surcharge, as set forth in Note D, will be added to the above charges.

**NOTES:**

**(A) MAXIMUM DEMAND:**

The Maximum Demand in any month will be the average kW delivery of the 15-minutes interval in which such delivery is greater than in any other 15-minute interval in the month, provided, however, that in case the load is intermittent or subject of violent fluctuations, Silicon Valley Power may use a 5-minute interval instead of a 15-minute interval.

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SILICON VALLEY POWER**

**RATE SCHEDULE CB-1  
GENERAL SERVICE DEMAND  
METERED**

**Sheet 2 of 3**

(B) BILLING DEMAND:

The Billing Demand to be used in computing charges under this schedule will be the mean of the Maximum Demand for the current month and the highest such demand occurring in the year ending with current month.

(C) VOLTAGE:

Single-phase or three-phase service on this schedule will be supplied at the secondary voltage available, or at the option of the customer, at the primary voltage available, subject to the rules and regulations for electric service.

(D) SURCHARGES:

PUBLIC BENEFITS CHARGE: The Public Benefits Charge is a state required non-bypassable surcharge imposed on all sales of electricity and electrical services. It is used to fund public goods research, development, and demonstration, as well as, energy efficiency activities, and low income assistance programs. The surcharge is equal to the sum of the Customer Charge, Demand Charge and Energy Charge, including adjustment for Primary Voltage and Power Factor, times 0.0285.

STATE SURCHARGE: The state surcharge is required by California state law, and supports funding for the California Energy Commission. The surcharge is equal to kWh billed times the State Surcharge Rate. The current State Surcharge Rate can be found on SVP's website at:

<http://www.siliconvalleypower.com/svp-and-community/rules-and-regulations>

(E) TIME OF USE OPTION:

Customers who select the time of use option will pay a one-time TOU Meter Installation Charge, which reflects the cost difference (including installation) between a non-time of use meter and a time of use meter. This Charge is set forth in the City of Santa Clara Municipal Fee Schedule. The manufacturer and model of such meter shall be at the sole discretion of Silicon Valley Power. Time of use periods are as set forth below:

Peak Period: Monday through Saturday, except holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day), beginning at 6:00 AM and ending at 10:00 PM.

Off-Peak Period: All other hours.

The TOU meter is used to measure kWhr and kW in the peak and off-peak periods.

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**CITY OF SANTA CLARA  
SILICON VALLEY POWER**

**RATE SCHEDULE CB-1  
GENERAL SERVICE DEMAND  
METERED**

**Sheet 3 of 3**

**(F) PRIMARY VOLTAGE DISCOUNT:**

When delivery is made at the same voltage as that of the distribution line from which the service is supplied, a discount of \$1.02 per kW of Billing Demand for 12kV line voltages will be allowed, provided, however, Silicon Valley Power is not required to supply service at a particular line voltage where it has (or will install) ample facilities for supplying at another voltage equally or better suited to the customer's electrical requirements. Silicon Valley Power retains the right to change its line voltage at any time, after reasonable advance notice to any customer receiving a discount hereunder and affected by such change, and such customer then has the option to change their system so as to receive service at the new line voltage or to accept service (without voltage discount) through transformers to be supplied by Silicon Valley Power.

**(G) POWER FACTOR:**

When the Billing Demand has exceeded 300 kW for three consecutive months and thereafter until it has fallen below 200 kW for twelve consecutive months, bills will be adjusted for weighted monthly average Power Factor as follows:

The total charge (except when Minimum Charge only) for any month as computed on the above rates will be decreased or increased, respectively, by 0.1% for each 1% that the average Power Factor of customer's load in that month, was greater or less than 85%, such average Power Factor to be computed (to the nearest whole percent) from the ratio of lagging kilovolt-ampere-hours to kilowatt-hours consumed in the month.

**(H) OFF-PEAK DEMAND – NON TIME OF USE:**

Any customer may, upon request, have their Maximum Demand measured by a recording type meter, and all demands occurring between 10:00 PM and 6:00 AM of the following day and on Sundays and legal holidays will not be counted in determining the Billing Demand.

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**CITY OF SANTA CLARA  
SILICON VALLEY POWER**

**RATE SCHEDULE CB-3  
LARGE GENERAL SERVICE DEMAND  
METERED**

**Sheet 1 of 3**

**DESCRIPTION OF SERVICE**

This schedule is applicable to industrial and commercial services whose monthly billing demands have exceeded 4,000 kilowatts for three consecutive months, or where the initial connected load indicates a demand above 4,000 kilowatts. Customers served under this Schedule CB-3 will be continued in service until the monthly billing demand has fallen below 4,000 kilowatts for 12 consecutive billing periods. The Time of Use Option is available to all customers. Customers who utilize the TOU option will be responsible for the installed cost of a TOU meter, if necessary, as set forth in Note (E) below.

**RATES:**

	<u>Non-time of use</u>	<u>Time of Use</u>	
<u>CUSTOMER CHARGE – per meter per month</u>	\$67.49	\$67.49	
<u>DEMAND CHARGE:</u>	<u>Non-time of use</u>	<u>Time of Use</u>	
		<u>Peak</u>	<u>Off-Peak</u>
All kW of Billing Demand, per KW	\$10.87	\$10.87	\$0.00
<u>ENERGY CHARGE:</u>	<u>Non-time of use</u>	<u>Time of Use</u>	
		<u>Peak</u>	<u>Off-Peak</u>
All kWh, per kWhr	\$0.09985	\$0.11562	\$0.08691

**MINIMUM CHARGE:**

The Demand Charge constitutes the Minimum Charge.

**SURCHARGES:**

Public Benefits Charge and State Surcharge, as set forth in Note D, will be added to the above charges.

**NOTES:**

(A) **MAXIMUM DEMAND:**

The Maximum Demand in any month will be the average kW delivery of the 15-minute interval in which such delivery greater than in any other 15-minute interval in the month, provided, however, that in case the load is intermittent or subject to violent fluctuations, Silicon Valley Power may use a 5-minute instead of a 15-minute interval.

(B) **BILLING DEMAND:**

The Billing Demand to be used in computing charges under this schedule will be the mean of the actual Maximum Demand for the current month and the highest such demand occurring in the year ending with the current month.

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**RATE SCHEDULE CB-3  
LARGE GENERAL SERVICE DEMAND  
METERED**

**Sheet 2 of 3**

- (C) VOLTAGE:  
Service on this schedule will be supplied at the primary voltage available or, at the option of Silicon Valley Power, at the secondary voltage available, subject to the rules and regulations for electric service.

- (D) SURCHARGES:

PUBLIC BENEFITS CHARGE:

The Public Benefits Charge is a state required non-bypassable surcharge imposed on all sales of electricity and electrical services. It is used to fund public goods research, development, and demonstration, as well as, energy efficiency activities, and low income assistance programs. The surcharge is equal to the sum of the Customer Charge, Demand Charge, and Energy Charge, including adjustment for primary Factor and Primary Voltage, times 0.0285.

STATE SURCHARGE: The state surcharge is required by California state law, and supports funding for the California Energy Commission. The surcharge is equal to kWh billed times the State Surcharge Rate. The current State Surcharge Rate can be found on SVP's website at:

<http://www.siliconvalleypower.com/svp-and-community/rules-and-regulations>

- (E) TIME OF USE OPTION:

Customers who select the time of use option will pay a one-time TOU Meter Installation Charge, which reflects the cost difference (including installation) between a non-time of use meter and a time of use meter. This Charge is set forth in the City of Santa Clara Municipal Fee Schedule. The manufacturer and model of such meter shall be at the sole discretion of Silicon Valley Power. Time of use periods are as set forth below:

Peak Period: Monday through Saturday, except holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day), beginning at 6:00 AM and ending at 10:00 PM.

Off-Peak Period: All other hours.

The TOU meter is used to measure kWhr and kW in the peak and off-peak periods.

- (F) PRIMARY VOLTAGE DISCOUNT:

When delivery is made at the same voltage as that of the distribution line from which the service is supplied, a discount of \$1.02 per kW of Billing Demand for 12kV or higher available line voltages will be allowed, provided, however, Silicon Valley Power is not required to supply service at a particular line voltage where it has (or will install) ample facilities for supplying at another voltage equally or better suited to the customer's electrical requirements. Silicon Valley Power retains the right to change its line voltage at any time, after reasonable advance notice to any customer receiving a discount hereunder and affected by such change, and such customer then has the option to change their system so as to receive service

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<b>RATE SCHEDULE CB-3 LARGE GENERAL SERVICE DEMAND METERED</b>	<b>Sheet 3 of 3</b>
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at the new line voltage or to accept service (without voltage discount) through transformers to be supplied by Silicon Valley Power.

(G) **POWER FACTOR:**

The total charge (except when Minimum Charge only) for any month as computed on the above rates will be decreased or increased, respectively, by 0.1% for each 1% that the average Power Factor of customer's load in that month is greater or less than 85%. Such average Power Factor to be computed (to the nearest whole percent) from the ratio of lagging kilovolt-ampere-hours to kilowatt-hours consumed in the month, provided, however, that no Power Factor correction will be made for any month when customer's Maximum Demand is less than 10% of the highest demand in the preceding eleven months.

(H) **OFF-PEAK DEMAND:**

Any customer served under this Rate Schedule may, upon request, have their Maximum Demand measured by a recording type meter, and all demands occurring between 10:00 P.M. and 6:00 A.M. of the following day and on Sundays and legal holidays will be discounted in determining the Billing Demand.

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**CITY OF SANTA CLARA  
SILICON VALLEY POWER**

**RATE SCHEDULE CB-6  
LARGE COMBINED GENERAL  
SERVICE**

**Sheet 1 of 3**

DESCRIPTION OF SERVICE

This Schedule is optional to Customers who occupy one or more demand-metered service addresses served by Silicon Valley Power (SVP), where electric service from SVP is in Customer's name, and where Customer's combined monthly electric billing demand is 5,000 kW or more. Customers with self-generation may also be subject to Schedule SB-1. Customers who select this rate option will need to provide at least one month written notice and continue with this rate option for at least one year. This Schedule is closed to Customers covered by a separate Electric Sales Agreement between Customer and SVP.

RATE OPTIONS:

Non Time of Use

Time of Use

CUSTOMER CHARGE

For Each Service Address – per meter per month

\$306.00

\$306.00

DEMAND CHARGE:

All kW of Billing Demand, per kW:

\$19.84

Peak

\$19.84

Off-Peak

\$0.00

ENERGY CHARGE:

First 5,000,000 kWh, per kWh

\$0.07548

\$0.07874

\$0.07262

Next 10,000,000 kWh, per kWh

\$0.07344

\$0.07670

\$0.07058

Next 5,000,000 kWh, per kWh

\$0.06936

\$0.07262

\$0.06650

Over 20,000,000 kWh, per kWh

\$0.06324

\$0.06650

\$0.06038

SURCHARGES:

Public Benefits Charge and State Surcharge, as set forth in Note E, will be added to the above charges.

NOTES:

(A) MAXIMUM DEMAND

The Maximum Demand in any month will be the sum of the highest average kW delivery, at each service address, of any 15-minute interval occurring between 1:00 PM and 10:00 PM Monday through Saturday, excluding holidays. However, in case the load is intermittent or subject to violent fluctuations, Silicon Valley Power may use a 5-minute interval instead of a 15-minute interval.

(B) BILLING DEMAND

The Billing Demand to be used in computing charges under this schedule will be sum of the mean of the actual Maximum Demand for the current month at each service address and the highest such demand occurring in the year ending with the current month at each service address, but not less than 5,000 kw.

(C) VOLTAGE ADJUSTMENT:

For each Service Address served at less than 12,000 volts, the Demand Charge will be increased by

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**CITY OF SANTA CLARA  
SILICON VALLEY POWER**

**RATE SCHEDULE CB-6  
LARGE COMBINED GENERAL  
SERVICE**

**Sheet 2 of 3**

\$1.02 per kW. For each Service Address served at 60,000 volts directly from a customer owned substation or from a SVP-owned substation directly paid for by customer, the Demand Charge will be reduced by \$1.275 per kW. However, Silicon Valley Power is not required to supply service at a particular line voltage where it has (or will install) ample facilities for supplying at another voltage equally or better suited to the customer's electrical requirements. Silicon Valley Power retains the right to change its line voltage at any time, after reasonable advance notice to any customer receiving a discount hereunder and affected by such change, and such customer then has the option to change their system so as to receive service at the new line voltage or to accept service (without voltage discount) through transformers to be supplied by Silicon Valley Power.

**(D) POWER FACTOR:**

For each service address where Billing Demand has exceeded 300 kW for three consecutive months, bills will be adjusted for weighted monthly average Power Factor as follows: the sum of Customer Charge, Demand Charge, Energy Charge, Secondary Voltage Adjustment (as applicable) and 60kV Delivery Adjustment (as applicable) for any month as computed on the above rates will be decreased or increased, respectively, by 0.1 % for each 1 % that the average Power Factor is greater or less than 85%. Such average Power Factor to be computed (to the nearest whole percent) from the ratio of lagging kilovolt-ampere-hours to kilowatt- hours consumed in the month, provided, however, that no Power Factor correction will be made for any month when the Maximum Demand of such service address, is less than 10% of the highest demand in the preceding eleven months.

Power Factor Adjustment will be discontinued for any service address that falls below 200 kW for 12 consecutive months.

**(E) SURCHARGES:**

**PUBLIC BENEFITS CHARGE:**

The Public Benefits Charge is a state required non-bypassable surcharge on all sales of electricity and electrical services. It is used to fund public goods research, development, and demonstration, as well as, energy efficiency activities, renewable energy, and low income assistance programs. The surcharge is equal to the sum of the Customer Charge, Demand Charge, Energy Charge, Voltage and Power Factor Adjustment, times 0.0285.

**STATE SURCHARGE:**

The State Surcharge is required by California state law, and supports funding for the California Energy Commission. The surcharge is equal to kWh billed times the State Surcharge Rate. The current State Surcharge Rate can be found on SVP's website at:

<http://www.siliconvalleypower.com/svp-and-community/rules-and-regulations>

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**RATE SCHEDULE CB-6  
LARGE COMBINED GENERAL  
SERVICE**

**Sheet 3 of 3**

(F) **CALCULATION OF ENERGY CHARGES AT EACH SERVICE ADDRESS:**

The energy charges calculated under this Schedule CB-6 will be apportioned to each service address as follows:

1. Energy Charges for each service address will be determined as the ratio of the kWh usage at each service address divided by the sum of kWh usage at all applicable service addresses.
2. After such apportionment, each service address will be subject to the applicable Voltage Adjustment, Power Factor Adjustment, Public Benefits Charge and State Surcharge provisions set forth above.
3. Payment for bills rendered at each service address shall be made by wire transfer, automated clearing house (ACH) transfer, check or credit card. Payments made by credit card will be subject to the applicable credit card transaction fees.

(G) **TIME OF USE OPTION:**

Customers who select the time of use option will need to provide at least one month written notice and continue with this option for at least one year. Customers who select the time of use option will pay a one-time TOU Meter Installation Charge, which reflects the cost difference (including installation) between a non-time of use meter and a time of use meter. This Charge is set forth in the City of Santa Clara Municipal Fee Schedule. The manufacturer and model of such meter shall be at the sole discretion of Silicon Valley Power. Time of use periods are as set forth below:

Peak Period: Monday through Saturday, except holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day), beginning at 1:00 PM and ending at 10:00 PM.

Off-Peak Period: All other hours. The TOU meter is used to measure kWh and kW in the peak and off-peak period.

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# CITY OF SANTA CLARA

<b>RATE SCHEDULE CB-7 LARGE COMBINED GENERAL SERVICE – MARKET BASED OPTION</b>	<b>Sheet 1 of 6</b>
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**DESCRIPTION OF SERVICE**

This Schedule is optional to Customers who occupy one or more demand-metered service addresses served by Silicon Valley Power (SVP), where electric service from SVP is in Customer's name, and where Customer's combined monthly electric billing demand is 5,000 kW or more. Customers with self-generation may also be subject to Schedule SB-1. Under this Schedule, Customers may designate a portion of their monthly energy purchased from SVP to be priced based on Note H. Customer who select this rate option will continue with this option for the full kWh volume subscribed for at least one year. Customer must also provide at least three months' written notice to terminate this option and to be billed under other applicable rate schedule. This Schedule is closed to Customers covered by a separate Electric Sales Agreement between Customer and SVP. The total combined energy for all SVP customers that may be served under this rate schedule is 30,000,000 kWh per month.

**RATE OPTIONS:**

**Non Time of Use**

**Time of Use**

**CUSTOMER CHARGE**

For Each Service Address – per meter per month

\$306.00

\$306.00

**DEMAND CHARGE:**

All kW of Billing Demand, per kW:

\$19.84

**Peak**  
\$19.84

**Off-Peak**  
\$0.00

**ENERGY CHARGE:**

First 5,000,000 kWh, per kWh

\$0.07548

\$0.07874

\$0.07262

Next 10,000,000 kWh, per kWh

\$0.07344

\$0.07670

\$0.07058

Next 5,000,000 kWh, per kWh

\$0.06936

\$0.07262

\$0.06650

Over 20,000,000 kWh, per kWh

\$0.06324

\$0.06650

\$0.06038

**MARKET-BASED PRICING ADJUSTMENT:**

See NOTE H

**SURCHARGES:**

Public Benefits Charge and State Surcharge, as set forth in Note E, will be added to the above charges.

**NOTES:**

(A) **MAXIMUM DEMAND**

The Maximum Demand in any month will be the sum of the highest average kW delivery, at each service address, of any 15-minute interval occurring between 1:00 PM and 10:00 PM Monday through Saturday, excluding holidays. However, in case the load is intermittent or subject to violent fluctuations, Silicon Valley Power may use a 5-minute interval instead of a 15-minute interval.

(B) **BILLING DEMAND**

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## **RATE SCHEDULE CB-7 LARGE COMBINED GENERAL SERVICE – MARKET BASED OPTION**

**Sheet 2 of 6**

The Billing Demand to be used in computing charges under this schedule will be sum of the mean of the actual Maximum Demand for the current month at each service address and the highest such demand occurring in the year ending with the current month at each service address, but not less than 5,000 KW.

**(C) VOLTAGE ADJUSTMENT:**

For each Service Address served at less than 12,000 volts, the Demand Charge will be increased by \$1.02 per kW. For each Service Address served at 60,000 volts directly from a customer owned substation or from a SVP-owned substation directly paid for by customer, the Demand Charge will be reduced by \$1.275 per kW. However, Silicon Valley Power is not required to supply service at a particular line voltage where it has (or will install) ample facilities for supplying at another voltage equally or better suited to the customer's electrical requirements. Silicon Valley Power retains the right to change its line voltage at any time, after reasonable advance notice to any customer receiving a discount hereunder and affected by such change, and such customer then has the option to change their system so as to receive service at the new line voltage or to accept service (without voltage discount) through transformers to be supplied by Silicon Valley Power.

**(D) POWER FACTOR ADJUSTMENT:**

For each service address where Billing Demand has exceeded 300 kW for three consecutive months bills will be adjusted for weighted monthly average Power Factor as follows: the sum of Customer Charge, Demand Charge, Energy Charge, Secondary Voltage Adjustment (as applicable) and 60kV Delivery Adjustment (as applicable) for any month as computed on the above rates will be decreased or increased, respectively, by 0.1 % for each 1 % that the average Power Factor is greater or less than 85%. Such average Power Factor to be computed (to the nearest whole percent) from the ratio of lagging kilovolt-ampere-hours to kilowatt- hours consumed in the month, provided, however, that no Power Factor correction will be made for any month when the Maximum Demand of such service address, is less than 10% of the highest demand in the preceding eleven months.

Power Factor Adjustment will be discontinued for any service address that falls below 200 kW for 12 consecutive months.

**(E) SURCHARGES:**

**PUBLIC BENEFITS CHARGE:**

The Public Benefits Charge is a state required non-bypassable surcharge on all sales of electricity and electrical services. It is used to fund public goods research, development, and demonstration, as well as, energy efficiency activities, renewable energy, and low income assistance programs. The surcharge is equal to the sum of the Meter Charge and Capacity Reservation Charge, times 0.0285.

**STATE SURCHARGE:**

The State Surcharge is required by California state law, and supports funding for the California Energy

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## **RATE SCHEDULE CB-7 LARGE COMBINED GENERAL SERVICE – MARKET BASED OPTION**

**Sheet 3 of 6**

Commission. The surcharge is equal to kWh billed times the State Surcharge Rate. The current State Surcharge Rate can be found on SVP's website at:

<http://www.siliconvalleypower.com/svp-and-community/rules-and-regulations>

**(F) CALCULATION OF ENERGY CHARGES AT EACH SERVICE ADDRESS:**

The energy charges calculated under this Schedule CB-7 will be apportioned to each service address as follows:

1. Energy Charges for each service address will be determined as the ratio of the kWh usage at each service address divided by the sum of kWh usage at all applicable service addresses.
2. After such apportionment, each service address will be subject to the applicable Voltage Adjustment, Power Factor Adjustment, Public Benefits Charge and State Surcharge provisions set forth above.
3. Payment for bills rendered at each service address shall be made by wire transfer, automated clearing house (ACH) transfer, check or credit card. Payments made by credit card will be subject to the applicable credit card transaction fees.

**(G) TIME OF USE OPTION:**

Customers who select the time of use option will need to provide at least one month written notice and continue with this option for at least one year. Customers who select the time of use option will pay a one-time TOU Meter Installation Charge, which reflects the cost difference (including installation) between a non-time of use meter and a time of use meter. This Charge is set forth in the City of Santa Clara Municipal Fee Schedule. The manufacturer and model of such meter shall be at the sole discretion of Silicon Valley Power. Time of use periods are as set forth below:

Peak Period: Monday through Saturday, except holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day), beginning at 1:00 PM and ending at 10:00 PM.

Off-Peak Period: All other hours. The TOU meter is used to measure kWh and kW in the peak and off-peak period.

**(H) MARKET BASED PRICING ADJUSTMENT (MBPA):**

Upon at least 30 days' notice, customers may designate up to 100%, but not less than 2,000,000 kWh of their monthly usage to be priced based on market indices as set forth below. The total combined amount of energy that may be available (Total Available) to all Customers under this MBPA shall be determined solely by SVP and it's on a first come first serve basis. SVP shall give 90 days' notice of any change in such total amount, and endeavor to make such changes effective January 1 of each calendar year. If the Total Available is changed to an amount lower than actually being allowed, SVP

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# CITY OF SANTA CLARA

<b>RATE SCHEDULE CB-7 LARGE COMBINED GENERAL SERVICE – MARKET BASED OPTION</b>
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<b>Sheet 4 of 6</b>
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will reduce existing customers' allowable amounts on a prorated basis, and this schedule will be closed to new customers.

Market Based Pricing Adjustment is calculated as the Market Cost Adjustment Rate times the full kWh subscribed under this rate option. The Market Cost Adjustment Rate is the Current Market Cost of Energy minus the Base Energy Rate. Such difference may be positive or negative.

The Current Market Cost of Energy is determined as set forth in the CB-7 Market Based Option Bill Determinants attached here and as posted. The Current Market Cost of Energy for each calendar month will be sent to Customer served under this option with the monthly bill.

The Base Energy Rate is reflected in the above Energy Charge rates, and is SVP's determination of the annualized unit cost that a creditworthy customer would incur for receiving bundled energy with renewable and GHG characteristics from publicly owned energy service providers like SVP. The Base Energy Rate will be updated annually in conjunction with changes in the Energy Charge rates.

The Market Based Pricing Adjustment, which can be positive or negative, will be applied to the Energy Charge prior to Voltage Adjustment, Power Factor Adjustment and Surcharges.

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# CITY OF SANTA CLARA

## RATE SCHEDULE CB-7 LARGE COMBINED GENERAL SERVICE – MARKET BASED OPTION

Sheet 5 of 6

### CB-7 MARKET BASED OPTION BILL DETERMINANTS

The total combined amount of energy that is available (Total Available) to all Customers under MBPA for Calendar Year 2019 is **30,000,000 kWh per month**.

**Base Energy Rate for Calendar Year 2019 is \$0.0588 per kWh.**

Current Market Cost of Energy includes:

1. PG&E Hourly DLAP Price which is the CAISO DLAP\_PGAE - APND for the Day Ahead Market (DAM). If any hourly DLAP Price is less than zero, the effective DLAP price for such hour shall be zero.
2. Transmission loss which is 2% of PG&E Hourly DLAP price calculated above.
3. CAISO High Voltage Transmission Access Charge (“HV TAC”) for month (\$/MWh)

The CAISO HV TAC price is the daily average PG&E effective HV TAC rate for Santa Clara for the applicable month, and is obtained using the following site(s) information:

<http://www.caiso.com/market/Pages/Settlements/Default.aspx>

4. CAISO Low Voltage Transmission Access Charge (“LV TAC”) price is the daily average PG&E effective LV TAC rate for Santa Clara for the applicable month, expressed in \$/MWh, and multiplied by 0.5. The CAISO LV TAC monthly price is the PG&E listed price for Santa Clara, and is obtained using the following site(s) information:

<http://www.caiso.com/market/Pages/Settlements/Default.aspx>.

5. Market Price of Renewable Energy Credit =

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## **RATE SCHEDULE CB-7 LARGE COMBINED GENERAL SERVICE – MARKET BASED OPTION**

**Sheet 6 of 6**

Market price of RECs for Month \* 33% (SVP applicable RPS percentage for current compliance year)

The average monthly market price of RECs is obtained using the following site(s) information:

The data for California Bucket 1, 2, and 3 RECs are obtained from Megawatt Daily. The average monthly market price is then calculated based on SVP weighted average for Bucket 1, 2 and 3 RECs. For current compliance year, the Bucket 1 is 75%, Bucket 2 is 15% and Bucket 3 is 10%.

6. CAISO Grid Management Charge (“GMC”) (\$/MWh) = Charge Code 4560 (Market Services Charge) + Charge Code 4561 (System Operations Charge)

The CAISO GMC is obtained using the following site(s) information (and will be updated as it is updated at the CAISO:

[http://www.caiso.com/Documents/GMCRatesfor2004-2018EffectiveAug12018\\_071218.pdf](http://www.caiso.com/Documents/GMCRatesfor2004-2018EffectiveAug12018_071218.pdf) If any of the sources for the above described rate components are no longer available, SVP will diligently seek an alternative but equivalent source for that rate component.

If new or additional components affect the Current Market Cost of Energy due to new legislation or other circumstances, bill determinants will be added or adjusted to reflecting any impacting mandates or regulations. Customers will be provided notification of such additions or adjustments no less than 30 days prior to implementation. .

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**CITY OF SANTA CLARA  
SILICON VALLEY POWER**

<b>RATE SCHEDULE CB-8 CUSTOMER LOAD RETENTION</b>	<b>Sheet 1 of 1</b>
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**DESCRIPTION OF SERVICE**

This rate schedule is available to customers eligible for service under Schedules CB-6 or CB-7 who, but for the provisions of this rate schedule, would cease operations in the City of Santa Clara, and would not engage in any substantially similar operation in the State of California for a period of at least five years. Customer must submit a signed affidavit attesting to this effect. The cumulative maximum billing demand for all SVP customers that may be served under this rate schedule at any one time is 20,000 kW.

**RATES:**

Customers' bills under Schedule CB-6 or CB-7, prior to Public Benefit Charge and State Surcharge, will be reduced by up to 12% for a period of not more than five years. The effective percentage reduction and the term of such percentage reduction, will be as approved by the Chief Electric Utility Officer.

**NOTES:**

1. **Marginal Cost to Serve:**  
In no event shall service under this rate schedule result in customer being served at less than SVP's marginal cost of providing service to said customer.
2. **Forfeiture of Discounts:**  
If a customer fails to comply with the terms of this rate schedule, SVP will seek repayment of the dollar amount of all discounts provided under this rate schedule.
3. **First Come, First Served:**  
This rate schedule is available on a first come, first served basis on a monthly basis. However, preference will be given to customers with a long history of doing business in Santa Clara, to customers that help SVP maintain a diversified sales base, and to the number and type of jobs that may be preserved.

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**CITY OF SANTA CLARA  
SILICON VALLEY POWER**

**RATE SCHEDULE IC  
IRRIGATION CONTROLLER SERVICE**

**Sheet 1 of 2**

APPLICATION:

This schedule is applicable to non-metered service to irrigation controller or sprinkler controllers located either in public streets, highways, and places, or private areas.

RATES:

SERVICE CHARGE:

For each sprinkler or  
irrigation controller \$6.96 per unit per month

MINIMUM CHARGE: \$6.96 per month

SURCHARGES:

Public Benefits Charge and State Surcharge, as set forth in Note A, are included in the above charge.

NOTES:

(A) SURCHARGES:

PUBLIC BENEFITS CHARGE:

The Public Benefits Charge is a state required non-bypassable surcharge imposed on all sales of electricity and electrical services. It is used to fund public goods research, development, and demonstration, as well as, energy efficiency activities, renewable energy, and low income assistance programs. The surcharge is equal to 2.85% of the otherwise applicable rate.

STATE SURCHARGE: The state surcharge is required by California state law, and supports funding for the California Energy Commission. The surcharge is equal to estimated kWh per controller times the State Surcharge Rate. The current State Surcharge Rate can be found on SVP's website at:

<http://www.siliconvalleypower.com/svp-and-community/rules-and-regulations>

(B) TYPE OF SERVICE:

Energy will be supplied at 120 volts, single phase, two wire service. Where only other voltages are available, applicant shall pay, in advance, Silicon Valley Power's cost to convert from the available voltage to 120 volts.

(C) POINT OF DELIVERY:

Delivery will be made from Silicon Valley Power's existing electric lines at a point mutually agreed upon, without extension thereof to customer's system.

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<b>RATE SCHEDULE IC IRRIGATION CONTROLLER SERVICE</b>	<b>Sheet 2 of 2</b>
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(D) SERVICE CONNECTION:

Silicon Valley Power will provide overhead or underground service in accordance with the current Rules and Regulations for Electric Service. However, applicant shall pay to Silicon Valley Power, in advance, the amount, if any, by which Silicon Valley Power's costs to provide underground service exceeds its cost to provide an overhead service.

(E) MAINTENANCE:

Maintenance will be performed by the customer.

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**RATE SCHEDULE NM  
NET ENERGY METERING SERVICE**

**Sheet 1 of 3**

With 2019 Excess Energy Rate

**APPLICABILITY:**

This Net Energy Metering rate schedule is applicable to all customers served by Silicon Valley Power (SVP), who own and operate a solar or a wind turbine electrical generating facility, or a hybrid system of both. Such facility shall be located on the customer's premises, shall operate in parallel with SVP's transmission and distribution facilities, shall not exceed 1000 kilowatts, and shall be used primarily to offset part or all of the customer's own electrical requirements. Availability of this schedule to such "customer-generators" will be on a first-come first-served basis, until the total rated generating capacity operated by eligible customer-generators equals 5.0 percent of SVP's annual peak distribution demand.

**RATES:**

All rates charged under this schedule shall be the same as the rates charged under the eligible customer generator's otherwise applicable rate schedule (OAS). An eligible customer-generator served under this schedule shall be responsible for all charges under the otherwise applicable rate schedule, except that energy usage will be metered and billed on a net basis. An annual bill will be rendered, as required by Section 2827 of the California Public Utilities Code. A monthly statement of accumulated charges and credits shall be provided. Monthly statements shall be subject to SVP's payment provisions pursuant to Municipal Service Rule and Regulation No. 6, except that customers whose OAS is Schedule CB-1, CB-3, CB-6, CB-7, or CB-8 shall be subject to monthly payment of bills, and be subject to annual true-up as necessary. If the energy generated exceeds the energy consumed during the annual billing cycle, at the customer-generator's option, payment shall be made for such excess energy delivered to SVP's distribution facilities as set forth below, or applied as a credit to the next annual billing cycle.

**METERING:**

Net energy metering is the use of a single meter to measure the flow of electricity in two directions. If the existing electrical meter of an eligible customer-generator is not capable of measuring the flow of electricity in two directions the customer-generator shall be responsible for all expenses involved in purchasing and installing a meter that is able to measure electricity flow in two directions. Any additional meter or meters to monitor the flow of electricity in each direction may be installed with the consent of the customer-generator, at SVP expense. Such additional metering shall be used only to provide information necessary to accurately bill or credit the customer-generator, or to collect performance standards on the customer's solar and/or wind electric generating systems.

**INTERCONNECTION:**

Prior to interconnection, the customer-generator shall execute an interconnection agreement with SVP and shall comply with SVP's Rules and Regulations regarding parallel generation, except that service under a standby rate schedule shall not be required. The customer-generator must also meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the California Public Utilities Commission regarding safety and reliability.

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<b>RATE SCHEDULE NM NET ENERGY METERING SERVICE</b>	<b>Sheet 2 of 3</b>
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With 2019 Excess Energy Rate

**PAYMENT RATE FOR EXCESS ENERGY:**

The Payment Rate for Excess Energy shall be revised and effective January 1 of each calendar year, and shall consist of the sum of an avoided energy cost charge and an avoided renewable energy value charge. The avoided energy cost is equal to 8000 Btu/KWhr times SVP's avoided cost of gas in \$/million Btu. The avoided cost of gas shall be the average of the 12 monthly values for PG&E Citygate taken from Natural Gas Intelligence, adjusted to include transportation to Santa Clara, ending in October of the year prior to the effective date of the Payment Rate for Excess Energy. The avoided renewable energy value charge shall be equal to the average value of renewable energy credits used for SVP's Green Power Program in the 12 months ending In October of the year prior to the effective date of the Payment Rate for Excess Energy.

Payment Rate for Excess Energy effective January 1, 2019:   \$ 0.04948 per kWhr

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<b>RATE SCHEDULE NM NET ENERGY METERING SERVICE</b>	<b>Sheet 3 of 3</b>
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With 2019 Excess Energy Rate

**Exhibit A**

**Rate Schedule NM  
Derivation of Payment Rate for Excess Energy**

1. Avoided energy cost charge:

Average of the monthly values for PG&E Citygate from Natural Gas Intelligence for the 12 months ending October 2018: \$2.98 per MMBtu

Average cost of transportation from PG&E Citygate to Santa Clara for the 12 months ending October 2018: \$ 1.3254 per MMBtu

Total average delivered cost of gas: \$4.31 per MMBtu

Avoided energy cost = \$4.31 per MMBtu x 8000 Btu/kWhr = \$0.03448/kWhr

2. Avoided renewable energy value charge:

Average value of renewable energy credits used for SVP's Green Power Programs for the 12 months ending October 2018: \$0.015 per kWhr

3. Payment Rate for Excess Energy beginning January 2019:

	<u>\$/kWhr</u>
Avoided energy cost charge	\$0.03448
Avoided renewable energy value charge	\$0.01500
Total	\$0.04948

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**CITY OF SANTA CLARA  
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**RATE SCHEDULE P-1  
GENERAL POWER-CONNECTED  
LOAD BASIS**

**Sheet 1 of 2**

DESCRIPTION OF SERVICE:

This schedule is applicable to alternating current used in motors, heating and cooking devices, and rectifiers for battery charging; but is not applicable to current used for lighting, either directly or through transforming or converting equipment.

RATES:

ENERGY CHARGE

<u>HP of Connected Load</u>	<u>First 50 kWh per HP</u>	<u>Next 50 kWh per HP</u>	<u>Next 150 kWh per HP</u>	<u>all over 250 kWh per HP</u>
2 - 9.9 HP	\$0.24643	\$0.17565	\$0.14147	\$0.13236
10 - 24.9 HP	\$0.23006	\$0.17348	\$0.13667	\$0.13236
25 HP and over	\$0.20746	\$0.16654	\$0.13470	\$0.12998

MINIMUM CHARGE:

\$3.72 per HP per month for the first 50 HP plus \$2.47 per HP per month for any excess, provided, however, that in no case will the minimum charge be less than \$7.35 per month for single phase service and \$11.04 per month for three phase service.

SURCHARGES:

Public Benefits Charge and State Surcharge, as set forth in Note A, will be added to the above charges.

NOTES:

(A) SURCHARGES:

PUBLIC BENEFITS CHARGE:

The Public Benefits Charge is a state required non-bypassable surcharge imposed on all sales of electricity and electrical services. It is used to fund public goods research, development, and demonstration, as well as, energy efficiency activities, renewable energy, and low income assistance programs. The surcharge is equal to the Energy Charge times 0.0285.

STATE SURCHARGE: The state surcharge is required by California state law, and supports funding for the California Energy Commission. The surcharge is equal to kWh billed times the State Surcharge Rate. The current State Surcharge Rate can be found on SVP's website at:

<http://www.siliconvalleypower.com/svp-and-community/rules-and-regulations>

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**RATE SCHEDULE P-1  
GENERAL POWER-CONNECTED  
LOAD BASIS**

**Sheet 2 of 2**

- (B) VOLTAGE:  
Single-phase or three-phase service on this schedule will be supplied at the voltage available, subject to Silicon Valley Power's rules and regulations for electric service.
- (C) CONNECTED LOAD:  
For purposes of this schedule, this is the sum of the rated capacities of all of the customer's equipment that may be connected to the Silicon Valley Power's lines at the same time, computed to the nearest one-tenth of a horsepower. Motors will be counted at their name plate ratings in horsepower and other devices at their name plate ratings converted to horsepower at 1kVA per HP. Where such equipment includes a transformer used to supply other devices, the rating of such transformer will be used in lieu of the devices supplied by it. Where the original nameplate of any motor device has been removed or altered, the manufacturer's catalog rating will be used, or the capacity may be determined by test.
- (D) GUARANTEED LOAD:  
Any customer may obtain rates and conditions of service for connected load larger than his actual connected load by guaranteeing the charges (including the minimum charge) applicable to such larger connected load. Such a guaranteed load may not be changed more than once per year.

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**CITY OF SANTA CLARA  
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**RATE SCHEDULE SB-1  
STANDBY GENERAL SERVICE  
DEMAND METERED**

**Sheet 1 of 2**

**DESCRIPTION OF SERVICE**

This schedule is applicable to standby service for on-site customer self-generation operated in parallel with service from SVP under Rate Schedules CB-1, CB-3, CB-6, or CB-7, where such self-generation is not eligible for service under Schedule NEM. Monthly Capacity Reservation Charges under this Schedule SB-1 will be coordinated with monthly ratcheted Demand Charges under Rate Schedule CB-1, CB-3, CB-6, or CB-7. The sum of customer's otherwise applicable CB-1, CB-3, CB-6, or CB-7 Billing Demand (as applicable) and SB-1 Base Capacity Reservation Amount shall not exceed the Billing Demand at customer's premise that would have occurred in the absence of customer's self-generation. This Schedule does not apply to customer on-site self-generation from solar or wind sources where Schedule NEM is applicable.

**RATES:**

**CUSTOMER CHARGE:**

The Customer Charge is equal to the applicable Customer Charge set forth in Customer's otherwise applicable rate schedule.

**CAPACITY RESERVATION CHARGE (CRC):**

The Capacity Reservation Charge per kW is equal to the applicable Demand Charge per kW set forth in Customer's otherwise applicable rate schedule.

**SURCHARGES:**

Public Benefits Charge, as set forth in Note F, will be added to the above charges.

**NOTES:**

(A) **BASE CAPACITY RESERVATION AMOUNT (BCRA)**

The Base Capacity Reservation Amount will initially be 50% of the nameplate rating of customer's applicable self-generation ("Initial BCRA"). During any billing period, if customer's self-generation should fail to operate as intended, which results in customer using more capacity from the SVP system than the Initial BCRA during any 15-minute period, then SVP will increase the BCRA to reflect the difference between such use of SVP system capacity and the Initial BCRA. This revised BCRA will then replace the Initial BCRA to be used in determining future billings under this rate schedule. If customer's applicable self-generation demonstrates no need for more capacity reservation than the Initial BCRA from the SVP system for eighteen consecutive months, then the Initial BCRA will be reinstated beginning with the following billing cycle and will continue to be the BCRA unless customer's self-generation should again fail to operate as intended. However, in no event shall the BCRA exceed 85% of the rating of customer's applicable self-generation. Applicable self-generation output shall be metered in a manner acceptable to SVP, including SVP access to such metering, and shall be available to SVP electronically at all times. Any fluctuation in the output of customer's generation will thus be recorded.

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**RATE SCHEDULE SB-1  
STANDBY GENERAL SERVICE  
DEMAND METERED**

**Sheet 2 of 2**

(B) MONTHLY EFFECTIVE CAPACITY RESERVATION – COORDINATION WITH BILLING DEMAND UNDER CUSTOMER'S OTHERWISE APPLICABLE RATE SCHEDULE

Fluctuations in customer's generation will cause commensurate fluctuations in customer's demand on SVP under the OAS. During any billing period, if customer's Billing Demand under the OAS, plus the BCRA, exceeds the Billing Demand that would have occurred under the OAS in the absence of customer's self-generation, then the BCRA will be reduced to be the difference between customer's Billing Demand without self-generation and customer's Billing Demand on the OAS for the applicable billing period.

(C) FLUCTUATIONS IN CUSTOMER'S SELF-GENERATION OUTPUT:

Customer shall coordinate with SVP's System Dispatcher for changes of 2000 kW or more in the output of customer's self-generation. If operationally necessary and practical, the System Dispatcher may require customer to schedule the return to service of customer's self-generation. Such coordination shall not relieve Customer from Capacity Reservation charges determined under Notes (A) and (B) above.

(D) VOLTAGE DISCOUNT:

If customer receives a primary voltage discount on the OAS, then charges under this Schedule SB-1 will also receive a primary voltage discount

(E) SURCHARGES:

PUBLIC BENEFITS CHARGE:

The Public Benefits Charge is a state required non-bypassable surcharge imposed on all sales of electricity and electrical services. It is used to fund public goods research, development, and demonstration, as well as, energy efficiency activities, renewable energy, and low income assistance programs. The surcharge is equal to the sum of the Meter Charge and Capacity Reservation Charge, times 0.0285.

(F) POWER FACTOR:

If customer is subject to a power factor adjustment on the OAS, then charges under this Schedule SB-1 will receive the same power factor adjustment.

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**CITY OF SANTA CLARA  
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**RATE SCHEDULE SL-1  
STREET AND HIGHWAY LIGHTING**

**Sheet 1 of 4**

APPLICATION:

This schedule is applicable for service to street and highway lighting systems which illuminate publicly-dedicated streets and highways by means of incandescent filament, mercury vapor, or high pressure sodium vapor lamps. This schedule is applicable only to those instances where the customer owns the lighting fixtures, street light supporting structure and interconnecting circuits.

CLASSES OF SERVICES OFFERED:

- Class A. Silicon Valley Power provides energy and switching\* only.
- Class B. Silicon Valley Power provides energy, switching\* and maintenance service for lamps and glass.
- Class C. Silicon Valley Power provides energy, switching\* and maintenance service for complete lighting system.

BURNING SCHEDULE: All night (unless otherwise specified).

RATES (Per Lamp)

<u>Incandescent Lamps</u>		<u>kWh\lamp</u>	<u>Class A</u>	<u>Class B</u>	<u>Class C</u>	<u>Half-hour Adjustment (All Classes)</u>
4,000 lumens		94	\$19.75	\$21.57	\$22.65	\$0.474
6,000 lumens		130	27.88	29.63	30.93	0.655
<u>Mercury Vapor Lamps</u>						
<u>Watts</u>	<u>Initial lumens</u>					
175	7,500	61	\$14.99	\$ 15.92	\$17.39	\$ 0.337
250	11,000	88	20.70	21.86	23.40	0.457
400	21,500	140	31.52	32.58	34.06	0.702
700	37,000	245	52.37	54.55	56.10	1.225
1,000	57,000	350	74.09	76.01	77.48	1.712

\* Switching Service is closed to new installations.

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**RATE SCHEDULE SL-1  
STREET AND HIGHWAY LIGHTING**

**Sheet 2 of 4**

High Pressure Sodium Vapor Lamps

<u>Watts</u>	<u>Initial lumens</u>	<u>kWh/lamp</u>	<u>Class A</u>	<u>Class B</u>	<u>Class C</u>	<u>Half-hour Adjustment (All Classes)</u>
100	8,500	35	\$7.88	\$ 9.79	\$11.23	\$ 0.214
150	16,000	53	14.72	16.96	18.09	0.327
250	30,000	88	22.85	27.73	29.18	0.504
400	50,000	140	33.02	36.35	37.86	0.752

**SURCHARGES:**

The above rates include an adjustment for a Public Benefits Charge and State Surcharge as defined in Note A.

**NOTES:**

(A) **SURCHARGES:**

**PUBLIC BENEFITS CHARGE:**

The Public Benefits Charge is a state required non-bypassable surcharge imposed on all sales of electricity and electrical services. It is used to fund public goods research, development, and demonstration, as well as, energy efficiency activities, renewable energy, and low income assistance programs. The surcharge is equal to 2.85% of the otherwise applicable rate.

**STATE SURCHARGE:** The state surcharge is required by California state law, and supports funding for the California Energy Commission. The surcharge is equal to kWh billed times the State Surcharge Rate. The current State Surcharge Rate can be found on SVP's website at:

<http://www.siliconvalleypower.com/svp-and-community/rules-and-regulations>

(C) **TYPE OF SERVICE:**

This rate schedule is applicable to multiple street lighting systems. Multiple current will be supplied at nominal voltage level of 120/240 volts or 120/208 volts at the discretion of Silicon Valley Power, three-wire, single phase.

(D) **ANNUAL OPERATING SCHEDULES:**

The above rates for All-Night service assume 11 hours operation per night and apply to lamps which will be turned on and off once each night in accordance with a regular operating schedule agreeable to the customer but not exceeding 4,100 hours per year.

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**RATE SCHEDULE SL-1  
STREET AND HIGHWAY LIGHTING**

**Sheet 3 of 4**

**(E) OPERATING SCHEDULES OTHER THAN ALL-NIGHT:**

Rates for regular operating schedules other than full all-night will be the All-Night rate plus or minus, respectively, the half-hour adjustment for each half-hour more or less than an average of 11 hours per night. This adjustment will apply only to lamps on regular operating schedules of not less than 1,095 hours per year, or 3 hours per night, nor more than 4,500 hours per year.

**(F) OVERHEAD DELIVERY POINT:**

Delivery will be made from Silicon Valley Power's existing overhead lines without extension to the customer's system or at a point mutually agreed upon, not to exceed 150 feet except in special situations at Silicon Valley Power's convenience. Silicon Valley Power will provide at its expense an overhead service drop to a customer-owned inter-connected group of lamps having a connected load of not less than 2 kW. For a customer-owned inter-connected group of lamps having a connected load of less than 2 kW or individual customer electroliers with a self-contained photo cell switch, Silicon Valley Power will connect the customer's overhead service wire to Silicon Valley Power's overhead lines at the customer's expense.

**(G) UNDERGROUND SERVICE:**

Silicon Valley Power will provide underground service connection to a mutually agreed upon point from its overhead or underground system to one electrolier of each group of interconnected electroliers provided that the lighting system has been arranged for the least number of practical service points, there is at least 3 kW of connected load, and there are at least ten electroliers in the group. This service connection shall not exceed 25 feet from the base of the Silicon Valley Power pole in an overhead line or 40 feet of an underground line. In the event distances exceed 25 feet from a pole in an overhead system or 40 feet in an underground system, customer shall pay to Silicon Valley Power the actual expense of extending the underground feeder circuitry to the point of connection to Silicon Valley Power's overhead or underground system. In the event the customer requests service to a system of less than 10 electroliers, or less than 3 kW of connected load, customer shall install and own the extension from his system to Silicon Valley Power's distribution system and shall pay Silicon Valley Power the actual costs of connection to the system.

**(H) MAINTENANCE:**

Class B and C rates include all labor and material necessary for the cleaning or replacement of lamps and glassware, but is limited to glassware such as is commonly used and manufactured in reasonably large quantities. Charges will be made for lamps or glassware requiring replacement more than two (2) times in one year. Under Class C rates Silicon Valley Power will also isolate any trouble in customer's system which has resulted in outages or diminished light output. Silicon Valley Power will make necessary repairs without replacement on accessible wiring between poles and on equipment and wiring in and on poles to keep the system in

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STREET AND HIGHWAY LIGHTING**

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operating condition. Silicon Valley Power will provide labor for the replacement of material such as ballast's, photo-electric controls, relays, fixtures, individual poles, individual cable runs between poles where such runs are in conduit, and other individual parts of the system. The customer shall compensate Silicon Valley Power for any materials furnished. The Class C rate does not provide for any major excavation or any major replacement at Silicon Valley Power's expense of circuits, conduits, poles or fixtures owned by the customer.

This schedule does not provide for maintenance to low pressure sodium vapor or metal halide lamps; however, at the request of the customer, Silicon Valley Power will perform any of the routine maintenance described above on a time and material cost basis provided Silicon Valley Power's regular standard maintenance equipment and procedures can be used.

**(I) LAMPS OTHER THAN STANDARDS:**

Lamps other than the standard types and wattages referred to above may be used in Class A service only and will be billed at an average rate per watt per month of \$ 0.094. LED street lighting falls in this category.

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**RATE SCHEDULE SL-2  
PRIVATE OUTDOOR AREA  
LIGHTING SERVICE**

**Sheet 1 of 3**

**APPLICATION**

This schedule is applicable to private all night outdoor area lighting service which illuminates privately-owned lands and property supplied from an overhead source. This schedule is applicable only to those instances where Silicon Valley Power installs, owns and maintains all facilities required to service in accordance with the Municipal Code of the City of Santa Clara and the Rules and Regulations for Electric Service. Service to lamps hereunder shall be continuous and temporary disconnection shall not be made.

**BURNING SCHEDULE:**

Each lamp shall be turned on and off once each night from dusk to dawn in accordance with a regular burning schedule, not to exceed forty-one hundred (4,100) hours per year.

**RATES:**

	<u>Rate per Lamp Per Month</u>
250 Watt mercury-vapor floodlight or 150 Watt high pressure sodium vapor floodlight	\$31.84

This rate schedule is applicable to alternating current service at a frequency of approximately 60 cycles, 120 or 240 volts, single phase. The 250 Watt mercury-vapor floodlamp type luminaire shall be mounted from a bracket attached or supported to Silicon Valley Power-owned wood poles and actuated by a photo-electric cell.

**SURCHARGES:**

Public Benefits Charge and State Surcharge, as defined below in Note A, is included in the above charge.

Public Benefits Charge	\$0.90 per Lamp
State Surcharge	<u>\$0.02</u>
Total	\$0.92

**NOTES:**

(A) **SURCHARGES:**

**PUBLIC BENEFITS CHARGE:**

The Public Benefits Charge is a state required non-bypassable surcharge imposed on all sales of electricity and electrical services. It is used to fund public goods research, development, and demonstration, as well as, energy efficiency activities, renewable energy, and low income assistance programs. The surcharge is equal to 2.85% of the otherwise applicable rate.

**STATE SURCHARGE:**

The state surcharge is required by California state law, and supports funding for the California Energy Commission. The surcharge is equal to estimated kWh per lamp times the State Surcharge Rate. The

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**RATE SCHEDULE SL-2  
PRIVATE OUTDOOR AREA  
LIGHTING SERVICE**

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current State Surcharge Rate can be found on SVP's website at:

<http://www.siliconvalleypower.com/svp-and-community/rules-and-regulations>

**(B) BILLING:**

Presentation of billing shall coincide with that of the customer's primary premise account, where such account exists at the same location and no bill will be rendered for the first partial month of service. If the customer does not have a primary premise account, a monthly bill shall be prepared and presented in accordance with the rate and terms of this schedule.

No credit will be given for non-burning lamp time resulting from a fixture failure of any cause which is repaired by Silicon Valley Power in a reasonable period of time. No billing shall be apportioned among two or more customers or tenants. At the customer's option, charges may be paid in advance.

**(C) CONTRACTS:**

When service is requested by a tenant under this schedule, Silicon Valley Power may require the property owner(s) to enter into a contract with Silicon Valley Power concerning placement of special lighting facilities before service is established.

**(D) NOTIFICATION AND REMOVAL:**

The latest effective Schedule SL-2 is applicable until canceled on thirty (30) days prior written notice by the customer, or by Silicon Valley Power, at which time the light will be removed.

**(E) INSTALLATION - MATERIALS AND MAINTENANCE:**

Silicon Valley Power will not install floodlight luminaries for private use at the rate established in this schedule on anything but Silicon Valley Power's wood poles, supporting lines and guys existing on easement for Silicon Valley Power facilities.

Silicon Valley Power will not install any material for private use other than the floodlight, mastarm or bracket, and necessary wire, moulding and other materials necessary to connect energy to the floodlight from the secondary line. Said installation shall not exceed an extension of ten (10) feet, including the mastarm or bracket from the pole measured at right angles to the secondary line.

Upon receipt of notice from a customer of the failure of a lamp to operate as scheduled, Silicon Valley Power will, within a reasonable period of time, make the necessary repairs during normal working hours. It shall be the responsibility of the customer to notify Silicon Valley Power of any malfunctions.

**(F) EXTENDING SECONDARY:**

Silicon Valley Power shall extend its secondary lines one span to supply energy not to exceed 150 feet to the mercury-vapor floodlight at the basic rate in this schedule at no extra cost to the customer.

Additional extensions of secondary facilities shall be limited to three spans, but not to exceed six hundred

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<b>RATE SCHEDULE SL-2 PRIVATE OUTDOOR AREA LIGHTING SERVICE</b>	<b>Sheet 3 of 3</b>
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(600) feet total. The cost of the material, labor and equipment for such extension shall be computed and added to the billing for the first month.

- (G) RELOCATION:  
Silicon Valley Power shall, upon customer's written request, relocate its lighting facilities, provided that the customer reimburses Silicon Valley Power for all costs incurred by Silicon Valley Power to complete such relocation.

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**CITY OF SANTA CLARA  
SILICON VALLEY POWER**

**RATE SCHEDULE TC  
TRAFFIC CONTROL SERVICE**

**Sheet 1 of 2**

APPLICATION:

This schedule is applicable to non-metered service for traffic directional sign or signal lighting systems owned by governmental agencies and located on outdoor publicly owned street, highways and places.

RATES:

SERVICE CHARGE:

For each Standard Service Connection:	\$20.89 per 2 or 3-signal head per month \$20.89 per pedestrian signal unit per month
Minimum Charge:	\$20.89 per month
For each Red LED Service Connection:	\$15.26 per 2 or 3-signal head per month \$15.26 per pedestrian signal unit per month
Minimum Charge:	\$15.26 per month
For each Red and Green LED Service Connection:	\$11.08 per 2 or 3-signal head per month \$11.08 per pedestrian signal unit per month
Minimum Charge:	\$11.08 per month

SURCHARGES:

Public Benefits Charge and State Surcharge, as defined below in Note A, are included in the above charges.

	<u>Standard</u>	<u>Red LED</u>	<u>Red+Green LED</u>
Public Benefits Charge	\$0.57	\$0.37	\$0.32
State Surcharge	\$0.01	\$0.01	\$0.00
Total	\$0.58	\$0.38	\$0.32

NOTES:

(A) SURCHARGES:

PUBLIC BENEFITS CHARGE:

The Public Benefits Charge is a non-bypassable surcharge imposed on all sales of electricity and electrical services. It is used to fund public goods research, development, and demonstration, as well as, energy efficiency activities, and low income assistance programs. The surcharge is equal to 2.85% of the otherwise applicable rate.

STATE SURCHARGE: The state surcharge is required by California state law, and supports funding for the California Energy Commission. The amount included is equal to estimated kWh per signal head times the State Surcharge Rate. The current State Surcharge Rate can be found on SVP's website at:

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**RATE SCHEDULE TC  
TRAFFIC CONTROL SERVICE**

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<http://www.siliconvalleypower.com/svp-and-community/rules-and-regulations>

- (B) TYPE OF SERVICE:  
Energy will be supplied at 120/240 volt single phase service (120/208 volts star in certain localities) unless the customer pays the additional initial cost of a 277/480 volt supply. However, service at 277/480 volts from underground systems will be made available only for new services at the option of Silicon Valley Power when this type of service is practical from Silicon Valley Power's engineering standpoint.
- (C) POINT OF DELIVERY:  
Delivery will be made from Silicon Valley Power's existing electric lines at a point mutually agreed upon, without extension thereof to customer's system.
- (D) SERVICE CONNECTION:  
Silicon Valley Power will provide, at its expense, an overhead service drop to the customer-owned system; however, where the customer requests and underground service the customer will install and own the extension from his system to the Silicon Valley Power's nearest junction box or to the base of the pole where service is readily available and will pay the amount, if any, by which the cost of connecting to the Silicon Valley Power's distribution system exceeds the cost of an overhead service drop.
- (E) METERING:  
Each point of delivery will be billed separately.
- (F) SWITCHING AND MAINTENANCE:  
Switching and maintenance will be performed by the customer.

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## RATE SCHEDULE TS-1 NON-METERED TRANSIT SHELTER ADVERTISEMENT LIGHTING

**Sheet 1 of 1**

DESCRIPTION OF SERVICE:

This rate schedule is applicable to non-metered service provided for transit shelter advertisement lighting on public streets, highways, other public places, and private areas. Under this schedule, each transit shelter with a lighted advertisement feature shall contain no more than a single six-foot, four-lamp high-output fluorescent lighting fixture, or equivalent fixture with a wattage rating of not more than 385 watts, and shall be photosensor controlled so as to provide illumination from dusk to dawn.

RATES:

For each Transit Shelter	\$32.85 per fixture per month
Advertisement Lighting Fixture	

SURCHARGES:

Public Benefits Charge and State Surcharge, as set forth below in Note A, is included in the above charge.

Public Benefits Charge	\$0.92
State Surcharge	<u>\$0.02</u>
Total	\$0.94

NOTES:

(A) SURCHARGES:

PUBLIC BENEFITS CHARGE:

The Public Benefits Charge is a non-bypassable surcharge imposed on all sales of electricity and electrical services. It is used to fund public goods research, development, and demonstration, as well as, energy efficiency activities, renewable energy, and low income assistance programs. The amount included is equal to 2.85% of the otherwise applicable rate.

**STATE SURCHARGE:** The state surcharge is required by California state law, and supports funding for the California Energy Commission. The surcharge is equal to estimated kWh per shelter times the State Surcharge Rate. The current State Surcharge Rate can be found on SVP's website at:

<http://www.siliconvalleypower.com/svp-and-community/rules-and-regulations>

(B) POINT OF DELIVERY:

Delivery will be made from Silicon Valley Power's existing electric lines at a point mutually agreed upon, without extension thereof to customer's system.

(C) MAINTENANCE:

**MAINTENANCE:**  
Maintenance will be performed by the customer.

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**RATE SCHEDULE C-1  
GENERAL SERVICE**

**Sheet 1 of 2**

DESCRIPTION OF SERVICE:

This schedule is applicable to alternating current service through one meter, for power and heating alone or combined with lighting. This schedule is applicable to customers who do not qualify for Schedule D-1, CB-1, CB-3, CB-6, CB-7 or CB-8. The Time Of Use (TOU) Option is available to all customers. Customers who utilize the TOU option will be responsible for the installed cost of a TOU meter, as set forth in Note (B) below.

RATES:

Non-Time of Use

Time of Use Option

SINGLE-PHASE SERVICE:

CUSTOMER CHARGE, per meter per month:                      \$ 3.72                      \$ 3.72

ENERGY CHARGE: (In addition to the Customer Charge)

		<u>Peak</u>	<u>Off-Peak</u>
First 800 kWh, per kWh	\$0.17884	\$0.19463	\$0.16592
Excess Over 800 kWh, per kWh	\$0.16235	\$0.17814	\$0.14943

MINIMUM CHARGE: \$3.72 per meter per month but not less than \$2.30 per month per kVA of connected welder load, rectifier load, x-ray and x-ray type equipment load, fusing machine load, and other types of welding equipment load.

THREE-PHASE SERVICE: The single-phase rate plus \$2.91 per meter per month.

MINIMUM CHARGE: \$6.62 per month, but not less than \$2.30 per month per kVA of connected welder load and per horsepower of polyphase connected load, rectifier load, x-ray and x-ray type equipment load, fusing machine load, and other types of welding load.

SURCHARGES:

Public Benefits Charge and State Surcharge, as set forth in Note A, will be added to the above charges.

NOTES:

(A) SURCHARGES:

PUBLIC BENEFITS CHARGE:

The Public Benefits Charge is a state required non-bypassable surcharge imposed on all sales of electricity and electrical services. It is used to fund public goods research, development, and demonstration, as well as, energy efficiency activities, and low income assistance programs. The surcharge is equal to the sum of the Customer Charge and the Energy Charge times 0.0285.

STATE SURCHARGE: The state surcharge is required by California state law, and supports funding for

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**RATE SCHEDULE C-1  
GENERAL SERVICE**

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the California Energy Commission. The surcharge is equal to kWh billed times the State Surcharge Rate. The current State Surcharge Rate can be found on SVP's website at:

<http://www.siliconvalleypower.com/svp-and-community/rules-and-regulations>

**(B) TIME OF USE (TOU) OPTION:**

Customers who select the time of use option will pay a one-time TOU Meter Installation Charge, which is the cost of a TOU meter, plus its installation cost. This Charge is set forth in the City of Santa Clara Municipal Fee Schedule. The manufacturer and model of such meter shall be at the sole discretion of Silicon Valley Power. Time of use periods are as set forth below:

Peak Period: Monday through Saturday, except holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day), beginning at 6:00 AM and ending at 10:00 PM.

Off-Peak Period: All other hours.

The TOU meter is used to measure kWhr usage in the peak and off-peak periods. The ratio of peak kWhr to total kWhr will be used to determine the portion of the First 800 kWhr that falls in the peak period. This ratio will also be used to determine the portion of kWhr usage above 800 kWhr that falls in the peak period.

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**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SANTA CLARA, CALIFORNIA, AUTHORIZING CITY MANAGER  
TO AMEND CITY RATE SCHEDULES FOR ELECTRIC UTILITY  
SERVICE FOR CHANGES OF THE STATE SURCHARGE AS  
NECESSARY**

**BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

**WHEREAS**, all electric energy and power furnished to customers of the Electric Department of the City of Santa Clara, California, doing business as Silicon Valley Power, shall be supplied and charged to such customers, and paid for by such customers in accordance with certain electric rate schedules, tariffs and rules and regulations adopted and amended from time to time by the City Council;

**WHEREAS**, Chapter 13.05 of the Santa Clara City Code ("Code") pertains to Operation of an Electric Utility, and Section 13.05.040 of the Code provides that the City Council may, by resolution, from time to time as it deems necessary for the administration or implementation of the intent of this chapter, review, revise, adopt and/or promulgate new or amended rate schedules and regulations concerning the operation or administration of the Electric Utility;

**WHEREAS**, the State Surcharge is a non-bypassable charge required by the Energy Resources Surcharge Law (California Revenue & Taxation Code section 40001 et seq.) and is determined by the California Energy Commission (CEC) each November for the following calendar year and is currently not to exceed \$0.0003 per kWh. The State Surcharge rate will increase from \$0.00029 per kWh to \$0.0003 per kWh, effective January 1 through December 31, 2019;

**WHEREAS**, the Electric Department presented a Report To Council at its regularly scheduled meeting on March 26, 2019 to amend the City of Santa Clara Electric Rate Schedules ("Rate Schedules") to reflect the new State Surcharge rate; and

**WHEREAS**, the City Council reviewed and approved the recommendations contained in the Report to Council, which included the recommendation to the City Council to authorize the City

Manager to amend the Rate Schedules for utility service as necessary to account for any future changes in the State Surcharge Rate or other State mandated non-bypassable charges.

**NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

1. That the City Council authorizes the City Manager to amend the Rate Schedules for utility service as necessary to account for any future changes in the State Surcharge Rate or other State mandated non-bypassable charges;
2. That a true and correct copy of the Resolution shall be kept on file in the Office of the City Clerk and in the Billing Division of the City Finance Department at all times while the rates are effective and, until further amended or replaced, shall be open to public investigation and inspection during the regular business hours of such offices;
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 26<sup>TH</sup> DAY OF MARCH, 2019, BY THE FOLLOWING VOTE:

AYES:	COUNCILORS:
NOES:	COUNCILORS:
ABSENT:	COUNCILORS:
ABSTAINED:	COUNCILORS:

ATTEST: \_\_\_\_\_  
NORA PIMENTEL, MMC  
ASSISTANT CITY CLERK  
CITY OF SANTA CLARA



## Agenda Report

19-154

Agenda Date: 3/26/2019

### REPORT TO COUNCIL

#### SUBJECT

Action on a Resolution for the Use of City Electric Forces at Various Locations

#### BACKGROUND

Charter Section 1310 titled Contracts on Public Works states, in part, "that every contract involving an expenditure of more than one thousand dollars (\$1,000) for the construction or improvement (excluding maintenance and repair) of public buildings, works, streets, drains, sewers, utilities, parks and playgrounds shall be let to the lowest responsible bidder." The section further states that "the City Council may declare and determine that, in its opinion, the work in question may be performed better or more economically by the City with its own employees, and after the adoption of a resolution to this effect by at least four affirmative votes, it may proceed to have said work done in the manner stated, without further observance of the provisions of this section."

#### DISCUSSION

Staff believes that the work described below is best and most efficiently performed with City Forces based upon the following factors: (1) the work is limited in size and scope; (2) the in-house work force has knowledge and training in operating and maintaining the electric system that can be leveraged to more economically perform this work; and (3) bidding out the work and contracting with a private entity would not likely result in a lower overall cost or time savings. Therefore, staff recommends that the City Council make a finding that City Forces can best perform the installation of the following electric facilities and approve the use of City Forces.

Estimate Number: 35348  
Location: 3800 Bassett Street  
Type of Service: Load Increase  
Description of Work: Replace existing 3-phase 750kVA padmounted transformer with a new 3-phase 2500kVA padmounted transformer. Replace 1200A meter main with 3000A meter main.  
Estimated Cost: \$46,213.77  
Appropriation: Electric Utility Fund (591) Project 2005 - New Business Estimate Work  
Source of Revenue: Customer/Developer Contribution, Salvage Plant

Estimate Number: 35573  
Location: 737 Matthew Street  
Type of Service: Temporary Power  
Description of Work: Install new group-operated switch on existing pole 57E16. Pull 3-/0 AL from new switch at pole 57E16 to V-737 to MH-1737 to new 12kV 600A meter service.  
Estimated Cost: \$37,246.49

Appropriation:	Electric Utility Fund (591) Project 2005 - New Business Estimate Work
Source of Revenue:	Customer/Developer Contribution
Estimate Number:	<u>35660</u>
Location:	Reed Street at Grant Street
Type of Service:	Reliability
Description of Work:	Replace 3 wood poles, hardware and guying. Rearrange 2 other poles and overhead circuits to provide clearance for improvements at future City Soccer Park.
Estimated Cost:	\$35,975.71
Appropriation:	Electric Utility Fund (591) Project 2006 - Distribution Capital Maintenance and Betterments
Source of Revenue:	Salvage Plant, Customer Service Charges
Estimate Number:	<u>35700</u>
Location:	west side of Grant Street south of Reed Street
Type of Service:	Reliability
Description of Work:	Install 800' underground 12kV cable and splices. Remove 6 poles and all hardware, remove 2000' 12kV conductors.
Estimated Cost:	\$50,939.39
Appropriation:	Electric Utility Fund (591) Project 2006 - Distribution Capital Maintenance and Betterments
Source of Revenue:	Salvage Plant, Customer Service Charges
Estimate Number:	<u>35206</u>
Location:	Agate Drive at Calabazas Creek
Type of Service:	Reliability
Description of Work:	Replace 3 wood poles and framing. Install 2 12kV air switches. Install 3 new downguys, transfer overhead facilities at 6 locations. Job requires CalTrain permit, training and flagging.
Estimated Cost:	\$69,738.21
Appropriation:	Electric Utility Fund (591) Project 2421 - Relocation of Electric Crossings for CalTrain
Source of Revenue:	Salvage Plant, Customer Service Charges
Estimate Number:	<u>35217</u>
Location:	3045 Stender Way
Type of Service:	New Business
Description of Work:	Install 6 high voltage switches, 4500' underground high voltage cable, 84 connectors and 72 splices in 22 manholes and vaults. Install metering for 4-12kV services.
Estimated Cost:	\$525,953.88
Appropriation:	Electric Utility Fund (591) Project 2005 - New Business Estimate Work
Source of Revenue:	Customer/Developer Contribution, Salvage Plant
Estimate Number:	<u>35767</u>



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Location:	Scott Boulevard at Montgomery Drive
Type of Service:	Street Lights
Description of Work:	Remove streetlight and replace conductor between adjacent streetlight and SLPB
Estimated Cost:	\$2,428.81
Appropriation:	Street Lighting Fund (534) Project 2872 - New Development Street Lighting
Source of Revenue:	Salvage Plant, Customer Service Charges

### **ENVIRONMENTAL REVIEW**

The actions being considered are exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines sections 15302(c) (Class 2 - Replacement or Reconstruction) because they involve the replacement or reconstruction of existing utility systems and/or facilities involving negligible expansion of capacity, and 15303(d) (Class 3 - New Construction or Conversion of Small Structures), because they involve the construction of new electric utility extensions.

### **FISCAL IMPACT**

The funds to support the staff time and related construction materials for the work detailed in this report, totaling \$768,496.26, are included in the Adopted Fiscal Year 2018/19 Capital Improvement Program Budget, as indicated by each project appropriation.

### **COORDINATION**

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

### **PUBLIC CONTACT**

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

### **RECOMMENDATION**

Adopt a Resolution approving the use of City Electric Forces for the installation of facilities at 3800 Bassett Street, 737 Matthew Street, Reed Street at Grant Street, west side of Grant Street south of Reed Street, Agate Drive at Calabazas Creek, 3045 Stender Way, and Scott Boulevard at Montgomery Drive.

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

### **ATTACHMENTS**

1. Use of City Electric Forces Resolution

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA  
AUTHORIZING THE USE OF CITY ELECTRIC FORCES  
PURSUANT TO CHARTER SECTION 1310**

**BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

**WHEREAS**, the City of Santa Clara's Charter section 1310 requires all contracts involving an expenditure of over \$1,000 for public works to be let to the lowest responsible bidder;

**WHEREAS**, Charter section 1310 permits the City to use its own employees if the City Council determines that the public works may be done better or more economically by the City's own employees, and, upon such determination, the City may proceed to have the public works done without further observance of Charter section 1310;

**WHEREAS**, the City's Electric Utility desires to perform certain public works, including the installation of electric facilities, as set forth in the Report to Council dated March 26, 2019, by its own employees;

**WHEREAS**, the City has in-house knowledge and trained personnel operating and maintaining the electrical system that can be leveraged to complete the limited size and scope of this work; and,

**WHEREAS**, the City Council has declared and determined that the work in question may be performed better or more economically by the City with its own employees.

**NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

1. The City Council of the City of Santa Clara does hereby declare and determine that the public works set forth in the March 26, 2019 Report to Council, attached hereto and incorporated by this reference, may be performed better or more economically by the City with its own employees.

2. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED  
AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING  
THEREOF HELD ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2019, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: \_\_\_\_\_  
NORA PIMENTEL, MMC  
ASSISTANT CITY CLERK  
CITY OF SANTA CLARA

Attachments incorporated by reference: March 26, 2019 Report to Council.

F:\COUNCIL\Action\Use of City Forces\UCF Resolutions\Use of City Forces Resolution 3-26-19.doc



# City of Santa Clara

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

## Agenda Report

19-101

Agenda Date: 3/26/2019

### **REPORT TO HOUSING AUTHORITY/SPORTS & OPEN SPACE AUTHORITY/PUBLIC FINANCING FACILITIES CORPORATION**

#### **SUBJECT**

Action on Designating the Assistant City Clerk as the Clerk or Secretary of the Housing Authority, Sports and Open Space Authority, and Public Financing Facilities Corporation

#### **BACKGROUND**

On July 17, 2018, the City Council adopted Ordinance 1983 (Attachment 1), which outlines the duties of the Assistant City Clerk. One of the primary roles and responsibilities of the Assistant City Clerk is the recording and maintaining of a full and true record of all proceedings of the City Council. This would also include recording and maintaining a full and true record of all proceedings of the Housing Authority (HA), Sports and Open Space Authority (SOSA), Public Financing Facilities Corporation (PFFC), Santa Clara Stadium Authority (SCSA), and Bayshore North Project Enhancement Authority (BNPEA).

#### **DISCUSSION**

In order to effectuate Ordinance 1983 to apply to these entities, adoption of amending resolutions (HA, SOSA, PFFC), an amendment to the Santa Clara Stadium Authority joint powers agreement, and adoption of an amending ordinance (BNPEA) are required. The amending resolutions for HA, SOSA, and PFFC (Attachments 2, 3 and 4, respectively) are required to establish and designate the Assistant City Clerk to serve as the Clerk to the Housing Authority, ex officio Secretary of Sports and Open Space Authority, and the Secretary of the Public Financing Facilities Corporation, respectively.

The amendment to the Santa Clara Stadium Authority Joint Powers Agreement and the amending ordinance for Bayshore North Project Enhancement Authority will be brought to Council as separate agenda items during an upcoming City Council/Stadium Authority meeting.

#### **FISCAL IMPACT**

There was no fiscal impact in preparation of this report.

#### **COORDINATION**

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

#### **PUBLIC CONTACT**

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

**RECOMMENDATION**

1. Adopt a Housing Authority Resolution amending Housing Authority Resolution No. 11-3 Designating the Assistant City Clerk as the Clerk of the Housing Authority;
2. Adopt a Sports and Open Space Authority Resolution amending Sports and Open Space Authority Resolution No. 94-1 Designating the Assistant City Clerk as the Ex-Officio Secretary of the Sport and Open Space Authority; and
3. Adopt a Public Facilities Financing Corporation Resolution amending Public Facilities Financing Corporation Resolution No. 97-1 Designating the Assistant City Clerk as Secretary

Reviewed by: Nadine Nader, Assistant City Manager

Approved by: Deanna J. Santana, Executive Director/Contract Administrator

**ATTACHMENTS**

1. Ordinance No. 1983
2. Housing Authority Resolution Designating Assistant City Clerk as Clerk (HA)
3. Sports & Space Authority Resolution Designating Assistant City Clerk as Ex-Officio Secretary
4. Public Facilities Financing Resolution Designating Assistant City Clerk as Secretary

**ORDINANCE NO. 1983**

**AN ORDINANCE OF THE CITY OF SANTA CLARA, CALIFORNIA,  
ADDING A NEW SECTION 2.20.015 (COMPENSATION), AMENDING  
SECTION 2.20.020 ("DUTIES AND RESPONSIBILITIES") AND  
AMENDING SECTION 2.20.030 ("ASSISTANT CITY CLERK") OF  
CHAPTER 2.20 ("CITY CLERK") OF "THE CODE OF THE CITY OF  
SANTA CLARA, CALIFORNIA"**

**BE IT ORDAINED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

**WHEREAS**, the City Clerk position is an elected position under City Charter Section 600;

**WHEREAS**, the powers and duties of the City Clerk position are enumerated under City Charter Section 903;

**WHEREAS**, the City Council may, in its discretion, appoint any other officer or employee of the City as City Clerk and grant such person additional compensation for the performance of such duties, under City Charter Section 903;

**WHEREAS**, the City Council deems it to be in the best interest of the City of Santa Clara to formally assign professional responsibilities of the City Clerk to a City employee possessing substantive knowledge of professional standards and methods in democratic processes and legislative actions in compliance with federal, state, and local statutes that govern the City Clerk's Office; and

**WHEREAS**, the City Council hereby designates the Assistant City Clerk as responsible for the day-to-day operations of the City Clerk's Office and expands the assigned duties to include overseeing all professional administrative aspects of the City Clerk's Office.

**NOW THEREFORE, BE IT FURTHER ORDAINED BY THE CITY OF SANTA CLARA, AS FOLLOWS:**

**SECTION 1:** Chapter 2.20 (entitled "City Clerk") of Title 2 (entitled "Administration and Personnel") of "The Code of the City of Santa Clara, California," ("SCCC") is amended to add a new section to be numbered and entitled and to read as follows:

**2.20.015      City Clerk – Compensation.**

The elected City Clerk shall receive as compensation the sum of two thousand dollars (\$2,000) per month. Commencing on July 1, 2019, and every two years on July 1 thereafter, the compensation of the City Clerk shall be set by a Salary Setting Commission consisting of five members to be

appointed by the Civil Service Commission, as set forth in City Charter Section 702.

**SECTION 2:** That Section 2.20.020 of Chapter 2.20 of Title 2 of “The Code of the City of Santa Clara, California,” (“SCCC”) is amended to read as follows:

Except for the following the duties and responsibilities of the City Clerk as set forth in City Charter Section 903 shall performed by the Assistant City Clerk as appointed to do so in Section 2.20.030:

- (a) Be the custodian of the seal of the City
- (b) Have charge of all City elections.

**SECTION 3:** That Section 2.20.030 (entitled “Assistant City Clerk”) of Chapter 2.20 (entitled “City Clerk”) of Title 2 (entitled “Administration and Personnel”) of “The Code of the City of Santa Clara, California,” (“SCCC”) is amended to read as follows:

**“2.20.030      Assistant City Clerk – Duties and responsibilities.**

The position of Assistant City Clerk is hereby created, which position is placed in the unclassified service of the office of the City Clerk. The Assistant City Clerk shall assist the City Clerk in the performance of the Clerk's duties and shall act for the City Clerk in his/her absence. The City Council hereby appoints the Assistant City Clerk pursuant to Section 903 of the City Charter to perform the following duties and responsibilities:

- (a) The recording and maintaining of a full and true record of all the proceedings of the City Council.
- (b) Publishing and attesting the publication of all official notices.
- (c) Administering oaths or affirmations and taking affidavits and depositions pertaining to the affairs of the City.
- (d) The issuance of certified copies of official records as required and requested.
- (e) Officially recording the rights, titles and interests in all real properties acquired by the City.
- (f) The handling of all Council correspondence unless otherwise specifically designated.
- (g) Preparing of the agenda and supplemental material for Council meetings in cooperation with the City Manager.

(h) Routing Council assignments to the respective officers having primary responsibility for their execution.

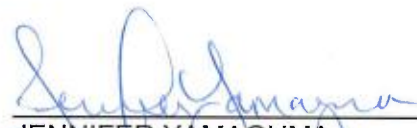
(i) Duplicating and distributing the minutes, ordinances, resolutions, policies and orders of the City Council to the various boards, commissions and administrative officers."

**SECTION 4:** This ordinance shall take effect thirty (30) days after its final adoption; however, prior to its final adoption it shall be published in accordance with the requirements of Section 808 and 812 of "The Charter of the City of Santa Clara, California."

**PASSED FOR THE PURPOSE OF PUBLICATION** this 5<sup>th</sup> day of JULY, 2018, by the following vote:

AYES:	COUNCILORS:	Davis, Kolstad, O'Neill, and Watanabe and Mayor Gillmor
NOES:	COUNCILORS:	Mahan
ABSENT:	COUNCILORS:	None
ABSTAINED:	COUNCILORS:	None

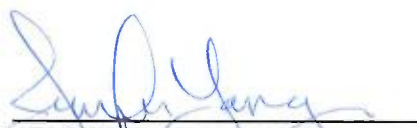
ATTEST:

  
JENNIFER YAMAGUMA  
ACTING CITY CLERK  
CITY OF SANTA CLARA

**FINALLY PASSED AND ADOPTED** BY THE CITY COUNCIL OF THE CITY OF SANTA CLARA this 17<sup>th</sup> day of JULY, 2018, by the following vote:

AYES:	COUNCILORS:	Davis, Kolstad, O'Neill, and Watanabe and Mayor Gillmor
NOES:	COUNCILORS:	Mahan
ABSENT:	COUNCILORS:	None
ABSTAINED:	COUNCILORS:	None

ATTEST:

  
JENNIFER YAMAGUMA  
ACTING CITY CLERK  
CITY OF SANTA CLARA

Attachments incorporated by reference:

1. None



**RESOLUTION NO. \_\_\_\_\_ (HA)**

**A RESOLUTION OF THE CITY OF SANTA CLARA HOUSING  
AUTHORITY AMENDING RESOLUTION NO. 11-3 DESIGNATING  
THE CLERK OF THE HOUSING AUTHORITY**

**BE IT RESOLVED BY THE CITY OF SANTA CLARA HOUSING AUTHORITY AS FOLLOWS:**

**WHEREAS**, on February 22, 2011, by City of Santa Clara Resolution No. 11-7827, the City of Santa Clara made findings and determined that there is a need for a housing authority to function in the City of Santa Clara and established the City of Santa Clara Housing Authority (the "Housing Authority"), pursuant to Section 34242 of the Housing Authorities Law;

**WHEREAS**, Resolution No. 11-3 was adopted on March 15, 2011 by the Housing Authority (HA), which designated Officers, set the place and time for regular meetings, authorized per diem pay for commissioners, and established rules of procedure;

**WHEREAS**, the Housing Authority may designate a Clerk, pursuant to Section 34278 of the Housing Authorities Law, and had designated the City Clerk as Clerk in HA Resolution No. 11-3;

**WHEREAS**, Ordinance No. 1983 was adopted on July 17, 2018 by the Santa Clara City Council, which shifted certain duties and responsibilities from the City Clerk to the Assistant City Clerk; and,

**WHEREAS**, the Housing Authority desires to effectuate Ordinance No. 1983 by designating the Assistant City Clerk as the Clerk of the Housing Authority.

**NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA HOUSING  
AUTHORITY AS FOLLOWS:**

1. That the Housing Authority hereby finds that the above Recitals are true and correct and by this reference makes them a part of hereof.

2. That the Housing Authority hereby amends Housing Authority Resolution 11-3 by removing the following text from the Resolution:

“That the City Clerk for the City of Santa Clara shall be designated the Clerk of the Housing Authority.”

3. That the Assistant City Clerk for the City of Santa Clara shall be designated the Clerk of the

Housing Authority.

4. That the Clerk of the Housing Authority is hereby directed to complete and file with the Secretary of State a form for listing the Housing Authority on the State Roster of Public Agencies, pursuant to California Government Code section 53051.

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 HOUSING AUTHORITY, AT A REGULAR MEETING THEREOF HELD ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2019, BY THE FOLLOWING VOTE:

AYES: COMMISSIONERS:

NOES: COMMISSIONERS:

ABSENT: COMMISSIONERS:

ABSTAINED: COMMISSIONERS:

ATTEST:

\_\_\_\_\_  
HOSAM HAGGAG  
CITY CLERK  
CITY OF SANTA CLARA HOUSING AUTHORITY

Attachments incorporated by reference:

1. Ordinance No. 1983
2. HA Resolution No. 11-3

**RESOLUTION NO. \_\_\_\_\_(SOSA)**

**A RESOLUTION OF THE SPORTS AND OPEN SPACE  
AUTHORITY OF THE CITY OF SANTA CLARA, CALIFORNIA,  
AMENDING RESOLUTION NO. 94-1 DESIGNATING THE EX-  
OFFICIO SECRETARY OF THE SPORTS AND OPEN SPACE  
AUTHORITY**

**BE IT RESOLVED BY THE SPORTS AND OPEN SPACE AUTHORITY OF THE CITY OF SANTA CLARA AS FOLLOWS:**

**WHEREAS**, the Sports and Open Space Authority (SOSA) adopted Resolution No. 94-1 on July 5, 1994 amending and restating the By-Laws of the Sports and Open Space Authority of the City of Santa Clara;

**WHEREAS**, Ordinance No. 1983 was adopted on July 17, 2018 by the Santa Clara City Council, which shifted certain duties and responsibilities from the City Clerk to the Assistant City Clerk; and

**WHEREAS**, SOSA desires to effectuate Ordinance No. 1983 by amending the SOSA By-Laws to designate the Assistant City Clerk as the ex officio Secretary of the Sports and Open Space Authority.

**NOW THEREFORE, BE IT FURTHER RESOLVED BY THE SPORTS AND OPEN SPACE AUTHORITY OF THE CITY OF SANTA CLARA AS FOLLOWS:**

1. That the Sports and Open Space Authority hereby finds that the above Recitals are true and correct and by this reference makes them a part of hereof.

2. That the Sports and Open Space Authority hereby amends Sports and Open Space Authority Resolution 94-1 (SOSA) by amending Section 1 ("SOSA Members") of Article II ("Officers") of the By-Laws of the Sports and Open Space Authority to read as follows:

"The governing members of SOSA (SOSA Board) shall be members of the legislative body of the City of Santa Clara (City) by virtue of holding the latter office. The Assistant City Clerk of the City shall be the ex officio Secretary of SOSA. The City Manager of the City shall be the ex officio Contractor Administrator of SOSA. The Director of Finance shall be the ex officio Director of Finance of SOSA."

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 SPORTS AND OPEN SPACE AUTHORITY OF THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE \_\_\_ DAY OF \_\_\_\_\_, 2019, BY THE FOLLOWING VOTES:

AYES:            AUTHORITY BOARD MEMBERS:

NOES:           AUTHORITY BOARD MEMBERS:

ABSENT:        AUTHORITY BOARD MEMBERS:

ABSTAINED: AUTHORITY BOARD MEMBERS:

ATTEST:

\_\_\_\_\_  
HOSAM HAGGAG  
CITY CLERK  
SPORTS AND OPEN SPACE AUTHORITY  
CITY OF SANTA CLARA

Attachments incorporated by reference:

1. Ordinance No. 1983
2. SOSA Resolution No. 94-1

**RESOLUTION NO. \_\_\_\_\_ (PFFC)**

**A RESOLUTION OF THE CITY OF SANTA CLARA PUBLIC  
FACILITIES FINANCING CORPORATION AMENDING THE  
BYLAWS TO DESIGNATE THE ASSISTANT CITY CLERK AS THE  
SECRETARY**

**BE IT RESOLVED BY THE CITY OF SANTA CLARA PUBLIC FACILITIES FINANCING  
CORPORATION AS FOLLOWS:**

**WHEREAS**, the Public Facilities Financing Corporation adopted Resolution No. 97-1 (PFFC) on May 20, 1997 stating the Bylaws;

**WHEREAS**, Ordinance No. 1983 was adopted on July 17, 2018 by the Santa Clara City Council, which shifted certain duties and responsibilities from the City Clerk to the Assistant City Clerk; and

**WHEREAS**, PFFC desires to effectuate Ordinance No. 1983 by amending the PFFC By-Laws to designate the Assistant City Clerk as the Secretary of the Public Facilities Financing Corporation.

**NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA PUBLIC  
FACILITIES FINANCING CORPORATION AS FOLLOWS:**

1. That the Public Facilities Financing Corporation hereby finds that the above Recitals are true and correct and by this reference makes them a part of hereof.

2. That the Public Facilities Financing Corporation hereby amends Public Facilities Financing Corporation Resolution 97-1 (PFFC) by amending Article III ("OFFICERS"), Section 2 (Designation of Officers") of the By-Laws of the Public Facilities Financing Corporation to read as follows:

"The Mayor of the City shall be the President of the Corporation. The City Manager of the City shall be the Executive Director of the Corporation. The Finance Director of the City shall be the Director of Finance of the Corporation. The Assistant City Clerk shall be the Secretary of the Corporation."

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 PUBLIC FACILITIES FINANCING CORPORATION,

AT A REGULAR MEETING THEREOF HELD ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2019, BY THE  
FOLLOWING VOTE:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAINED: BOARD MEMBERS:

ATTEST:

\_\_\_\_\_  
HOSAM HAGGAG  
SECRETARY OF THE SANTA CLARA PUBLIC  
FACILITIES FINANCING CORPORATION

Attachments incorporated by reference:

1. Ordinance No. 1983
2. SOSA Resolution No. 97-1
3. By-Laws of the City of Santa Clara Public Facilities Financing Corporation



## Agenda Report

19-227

Agenda Date: 3/26/2019

### REPORT TO COUNCIL

#### SUBJECT

Action on Amendment No. 3 to the Agreement with EBIX, Inc., BPO Division (EBIX BPO) for Insurance Compliance Tracking Services

#### BACKGROUND

In March 2012, Council authorized the City Manager to execute an agreement with EBIX BPO to provide insurance tracking and compliance services for a three-year period with two one-year renewal periods. Both renewal periods were exercised.

In March 2017 and March 2018, Council approved Amendments No. 1 and 2 to the Agreement to extend the term by one year each. The current term is due to expire on March 27, 2019.

#### DISCUSSION

EBIX BPO provides insurance tracking and compliance services to ensure that the City's vendors maintain compliance with the City's insurance requirements. EBIX BPO services include managing Certificates of Insurance, identifying and following up on any deficiencies in coverages, issuing renewal notices, and maintaining an on-line database that City staff can query and view insurance status.

As part of the FY 2018/19 Adopted Budget, the City Council authorized the addition of a Risk Manager. In January 2019, the City hired a Risk Manager, whose responsibility includes reviewing and implementing process improvements to the City's insurance and risk management practices. Amendment No. 3 to the Agreement will allow sufficient time for the Risk Manager to assess the City's existing processes and develop modified insurance assessment and compliance practices, as necessary.

EBIX BPO has agreed to maintain the current annual compensation amount of \$48,000 during the two year Amendment term. This fee is an estimate based on annual usage. The term of the agreement will terminate on March 27, 2021. The current contract with EBIX BPO for services related to insurance tracking and compliance has a total not-to-exceed amount of \$246,334. Amendment No. 3 increases compensation by \$96,000 for a revised not-to-exceed maximum compensation amount of \$342,334.

The Agreement has a termination for convenience provision that allows the City to terminate at any time, for any reason, with thirty days' notice.

#### ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(a) as it has no

potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. Furthermore, the action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

**COORDINATION**

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

**FISCAL IMPACT**

In the current fiscal year, funds are available in the Special Liability Insurance Internal Service Fund Contractual Services. Appropriations in future years will be incorporated as part of the budget development process for FY 2019/20.

**PUBLIC CONTACT**

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

**RECOMMENDATION**

1. Authorize the City Manager to execute Amendment No. 3 to the Agreement with EBIX, Inc. to extend the term of the agreement by two years ending on March 27, 2021, and increase compensation by \$96,000 for a total maximum amount not-to-exceed \$342,334.
2. Authorize the City Manager to execute amendments not-to-exceed \$10,000 as contingency, in the event actual usage exceeds estimated usage, subject to the appropriation of funds.

Reviewed by: Angela Kraetsch, Director of Finance

Approved by: Deanna J. Santana, City Manager

**ATTACHMENTS**

1. Amendment No. 3



**AMENDMENT NO. 3  
TO THE AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
EBIX, INC.**

**PREAMBLE**

This agreement ("Amendment No. 3") is entered into between the City of Santa Clara, California, a chartered California municipal corporation ("City") and EBIX, Inc., a Delaware corporation ("Contractor" or "EBIX BPO"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

**RECITALS**

- A. The Parties previously entered into an agreement entitled "Agreement for Professional Services by and between the City of Santa Clara and EBIX, Inc., BPO Division", dated March 27, 2012 (the "Original Agreement");
- B. The Original Agreement was previously amended by Amendment No. 1, dated May 11, 2017, Amendment No. 2, dated March 22, 2018, and is again amended by this Amendment No. 3. The Original Agreement and all previous amendments are collectively referred to herein as the "Original Agreement as Amended"; and
- C. The Parties entered into the Original Agreement as Amended for the purpose of having Contractor provide insurance tracking and compliance services, and the Parties now wish to amend the Original Agreement as Amended to add two one-year renewal periods to extend the term through March 27, 2021 and increase compensation by \$96,000 for a revised not-to-exceed maximum compensation amount of \$342,334.

The Parties agree as follows:

**AGREEMENT TERMS AND CONDITIONS**

**1. AMENDMENT TERMS AND CONDITIONS**

That Section 2 of the Original Agreement as Amended, entitled "Term of Agreement", is hereby amended to read as follows:

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this

Agreement and terminate three (3) years from the effective date with six (6) one-year renewal periods, depending on satisfactory performance of services described in Exhibit A by EBIX BPO, subject to the Parties' rights to termination pursuant to Section 12. If no action is taken by City, the Agreement will continue for the six one-year renewal periods through March 27, 2021.

## 2. TERMS

All other terms of the Original Agreement as Amended which are not in conflict with the provisions of this Amendment No. 3 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement as Amended and this Amendment No. 3, the provisions of this Amendment No. 3 shall control.

## 3. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 3 as evidenced by the following signatures of their duly authorized representatives.

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

Approved as to Form:

Dated: \_\_\_\_\_

\_\_\_\_\_  
BRIAN DOYLE  
City Attorney

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

"CITY"

**EBIX, INC.**  
a Delaware corporation

Dated: 2/28/19

By (Signature): \_\_\_\_\_

Name: Robin Raina

Title: Chairman & CEO  
Principal Place of  
Business Address: One Ebix Way, Johns Creek, GA 30097  
Email Address: \_\_\_\_\_  
Telephone: (678) 281-2020  
Fax: (678) 281-2019  
"CONTRACTOR"





## Agenda Report

19-272

Agenda Date: 3/26/2019

### **REPORT TO COUNCIL/SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY/BAYSHORE NORTH PROJECT ENHANCEMENT AUTHORITY**

#### **SUBJECT**

Action on the Fourth Amendment to the Joint Exercise of Powers Agreement for the Santa Clara Stadium Authority Designating Assistant City Clerk as the Secretary of the Stadium Authority

#### **BACKGROUND**

On February 22, 2011, by the City of Santa Clara Resolution No. 11-7825, the City authorized the execution of a Joint Exercise of Powers Agreement ("JPA Agreement") with the Redevelopment Agency of the City of Santa Clara (the "Former RDA") to form the Santa Clara Stadium Authority.

On June 28, 2011, the City and the Former RDA executed the First Amendment to the Joint Exercise of Powers Agreement for the Santa Clara Stadium Authority, adding the Bayshore North Project Enhancement Authority ("BNPEA") as a member to the Stadium Authority and making certain other amendments to the JPA Agreement.

On November 13, 2012, the Second Amendment to the JPA Agreement was executed to reflect the dissolution of the Former RDA and to clarify implementation of the Stadium Authority procurement policies and procedures.

On June 27, 2017, the Third Amendment to the JPA Agreement was executed to separate the duties of the Current Stadium Finance Director/Treasurer/Auditor function into two positions - Stadium Authority Treasurer and Stadium Authority Auditor.

#### **DISCUSSION**

On July 17, 2018, the City Council adopted Ordinance 1983, which outlines the duties of the Assistant City Clerk. One of the primary roles and responsibilities of the Assistant City Clerk is the recording and maintaining of a full and true record of all proceedings of the City Council. This would also include recording and maintaining a full and true record of all proceedings of the Santa Clara Stadium Authority (SCSA). In order to effectuate Ordinance 1983 to apply to SCSA, an amendment to the SCSA joint powers agreement (JPA), is required to establish and designate the Assistant City Clerk to serve as the Secretary to the Stadium Authority.

#### **FISCAL IMPACT**

There was no fiscal impact in preparation of this report.

#### **COORDINATION**

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

#### **PUBLIC CONTACT**

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

### **RECOMMENDATION**

1. Adopt a Resolution approving the Fourth Amendment to the Joint Exercise of Powers Agreement for the Santa Clara Stadium Authority amending Section 3.2 designating the Assistant City Clerk as the Secretary of the Stadium Authority.
2. City Council acting as the governing board of the Successor Agency to the former Redevelopment Agency of the City of Santa Clara adopt a Resolution approving the Fourth Amendment to the Joint Exercise of Powers Agreement for the Santa Clara Stadium Authority amending Section 3.2 designating the Assistant City Clerk as the Secretary of the Stadium Authority.
3. The Board of the Bayshore North Project Enhancement Authority adopt a Resolution approving the Fourth Amendment to the Joint Exercise of Powers Agreement for the Santa Clara Stadium Authority amending Section 3.2 designating the Assistant City Clerk as the Secretary of the Stadium Authority.

Reviewed by: Nora Pimentel, Assistant City Clerk

Approved by: Deanna J. Santana, Executive Director

### **ATTACHMENTS**

1. Resolution No. 11-7825 (SA)
2. Fourth Amendment to JPA
3. Stadium Authority JPA Resolution
4. BNPEA Resolution
5. SARDA Resolution
6. Ordinance No. 1983

## **RESOLUTION NO. 11-7825**

### **A RESOLUTION OF THE CITY OF SANTA CLARA AUTHORIZING THE EXECUTION OF A JOINT POWERS AGREEMENT WITH THE REDEVELOPMENT AGENCY OF THE CITY OF SANTA CLARA TO AUTHORIZE THE CREATION OF THE SANTA CLARA STADIUM AUTHORITY**

#### **BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

**WHEREAS**, the Redevelopment Agency of the City of Santa Clara(the "Agency") desires to partner with the City of Santa Clara (the "City") in the construction and operation of a stadium suitable for professional football and other large events (the "Stadium Project") as a means of reducing physical and economic blight in the Bayshore North Project Area (the "Project Area");

**WHEREAS**, on June 8, 2010, the citizens of the City approved Measure J, "The Santa Clara Stadium Taxpayer Protection and Economic Progress Act" which endorses the development of the Stadium Project and calls for the creation of the Santa Clara Stadium Authority (the "Stadium Authority") to own, develop, construct, operate and maintain the Stadium Project;

**WHEREAS**, in order to facilitate the Stadium Project and to fulfill the mandates of Measure J, the Agency and City desire to form the Stadium Authority which will operate within the jurisdiction of the City;

**WHEREAS**, the Stadium Authority's activities would include the ownership and operation of the Stadium Project;

**WHEREAS**, the Stadium Authority would exercise its powers in accordance with Measure J, and other City and applicable state and federal laws; and

**WHEREAS**, in order to form the Stadium Authority, the Agency and the City desire to enter into that certain Joint Exercise of Powers Agreement for the Santa Clara Stadium Authority, which establishes the governing and operational structure of the Stadium Authority in greater

detail and appoints the Board Members of the Stadium Authority, and the form of which is on file with the Agency Secretary and City Clerk (the "JPA Agreement").

**NOW, THEREFORE BE IT RESOLVED BY OF THE CITY OF SANTA CLARA AS FOLLOWS:**

1. That the City Council hereby approves the JPA Agreement and the formation of the Santa Clara Stadium Authority and authorizes the City Manager to execute the JPA Agreement on behalf of the City.
2. That the City Council hereby directs City staff to cooperate with the Agency in implementing the purpose of the JPA Agreement and the City Manager is hereby authorized to take such further actions as may be necessary or appropriate to carry out the City's obligations pursuant to this Resolution and the JPA Agreement.
3. That the City Council authorizes and directs staff to undertake any and all action necessary to ensure that members of the Stadium Authority's governing board receive any assistance necessary to perform their function as members of the governing board of the Stadium Authority.
4. The City Clerk shall certify to the adoption of this Resolution.
5. That this Resolution shall take immediate effect upon its adoption.

///

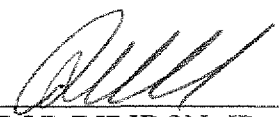
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6. If any section, subsection, sentence, clause, phrase, or word of this resolution is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the resolution. The City Council of the City of Santa Clara hereby declares that it would have passed this resolution and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 22<sup>nd</sup> DAY OF FEBRUARY, 2011, BY THE FOLLOWING VOTE:

AYES:	COUNCILORS:	Gillmor, Kennedy, Kolstad, Mahan, McLeod and Moore and Mayor Matthews
NOES:	COUNCILORS:	None
ABSENT:	COUNCILORS:	None
ABSTAINED:	COUNCILORS:	None

ATTEST:   
ROD DIRIDON, JR.  
CITY CLERK  
CITY OF SANTA CLARA

Attachments Incorporated by Reference:

1. Joint Exercise Of Powers Agreement Establishing The Santa Clara Stadium Authority



JOINT EXERCISE OF POWERS AGREEMENT  
ESTABLISHING THE  
SANTA CLARA STADIUM AUTHORITY

by and between

THE CITY OF SANTA CLARA

AND

REDEVELOPMENT AGENCY OF THE CITY OF SANTA CLARA

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EXHIBIT A: Map Showing City Property

JOINT EXERCISE OF POWERS AGREEMENT  
ESTABLISHING THE  
SANTA CLARA STADIUM AUTHORITY

This Joint Exercise of Powers Agreement ("Agreement") is entered into as of February 22, 2011, by and between the City of Santa Clara, a charter city ("City") and the Redevelopment Agency of the City of Santa Clara, a public body corporate and politic ("Agency"), with reference to the following:

RECITALS

A. The City is the owner of certain property as more particularly described in Exhibit A (the "City Property")

B. The City has adopted and the Agency is implementing the Redevelopment Plan for the Bayshore North Redevelopment Project (the "Redevelopment Plan") which was adopted pursuant to the authority of the Community Redevelopment Law (Health & Safety Code Sections 33000 *et seq.*).

C. In furtherance of the implementation of the Redevelopment Plan, the City and the Agency have cooperated in exploring the feasibility of developing and operating a stadium on the City Property suitable for professional football and other events (the "Stadium").

D. The City and the Agency contemplate that the design, construction and operation of the Stadium will require close cooperation and coordination between the City and the Agency in order to ensure that the Stadium serves the goals of both the City and the Agency.

E. Articles 1 through 4 of Chapter 5 of Title 1 of the Government Code (Government Code Sections 6500 *et seq.*) (the "JPA Law") authorize the City and the Agency to create a joint exercise of powers entity to jointly exercise any powers common to the City and the Agency and to exercise the powers granted under the JPA Law.

F. Chapter 17.20 of the Santa Clara Municipal Code, which was approved by the voters on June 9, 2010, provides that any lease of the City Property for development and operation of a Stadium shall be to a joint powers authority created by the City and the Agency.

G. The City and the Agency are empowered by law to undertake certain projects and programs and possess the power and authorization to buy and sell, own and lease property, to construct, maintain and operate public improvements, to incur debts and other obligations, and to protect public health, safety and welfare.

H. The City and the Agency desire to enter into this Agreement and create the Santa Clara Stadium Authority (the "Stadium Authority") as a means of accomplishing the cooperation and coordination among them necessary to provide for development and operation of the Stadium.

ARTICLE 1.  
DEFINITIONS AND EXHIBITS

Section 1.1 Definitions. For the purpose of this Agreement, the meaning of the capitalized terms used in the Agreement shall be the following:

- (a) "Agency" means Redevelopment Agency of the City of Santa Clara, a public agency corporate and politic.
- (b) "Agreement" means this Joint Exercise of Powers Agreement.
- (c) "Board" means the governing body of the Stadium Authority.
- (d) "Board Members" means the members of the governing Board of the Stadium Authority.
- (e) "Budget" means the approved budget applicable to the expenses of the Stadium Authority.
- (f) "City Property" means the real property in Santa Clara, California which property is shown on the map attached to this Agreement as Exhibit A.
- (g) "Disposition Agreement" means the agreement to be entered into by and among the Stadium Authority, the Private Tenant and the Agency providing for the development of the Stadium to be owned by the Stadium Authority.
- (h) "Executive Director" means chief executive officer of the Authority as set forth in Section 3.11
- (i) "Fiscal Year" means the period from July 1 in any calendar year, to and including June 30 in the succeeding calendar year.
- (j) "Ground Lease" means the lease to be entered into between the City and the Stadium Authority to lease the City Property.
- (k) "JPA Law" means Articles 1 through 4 (commencing with Section 6500) of Chapter 5, Division 7, Title 1, of the California Government Code, as such may be amended.

(l) "Member" means an entity that is a party to this Agreement and a member of the Stadium Authority. The Members of the Stadium Authority are the City and the Agency.

(m) "Operation and Maintenance Plan" shall mean the plan for the operation and maintenance of the Stadium adopted annually by the Stadium Authority.

(n) "Other Public Improvements" means the public improvements and infrastructure necessary for development of the Stadium; the Other Public Improvements may include improvements to streets, roads, plazas, pedestrian walkways and bridges, public parking, community facilities, and other improvements.

(o) "Private Tenant" means the private party that enters into a Stadium Lease with the Stadium Authority as provided in Chapter 17.20 of the Santa Clara Municipal Code.

(p) "Project Area" shall mean the Bayshore North Redevelopment Project Area.

(q) "Public Safety Agreement" shall mean the agreement to be entered into between the Stadium Authority and the City, pursuant to which the Stadium Authority will agree to reimburse the City for Public Safety Costs.

(r) "Public Safety Costs" shall mean the actual and reasonable costs of police, traffic control, fire, emergency services and similar services attributable to Stadium events incurred in implementing the approved Public Safety Plan, including the fair share of reasonable capital expenditures required for public safety for the Stadium as more specifically described in the Public Safety Agreement.

(s) "Public Safety Plan" shall mean the plan describing procedures for traffic management, security and public safety at large events, including NFL Games at the Stadium, which will include police and fire personnel stationed in and around the Stadium, as well as private security to be developed by the City (including, without limitation, its Chief of Police) and the Stadium Authority, in consultation with the Private Tenant, as updated as needed.

(t) "Redevelopment Plan" means the Redevelopment Plan for the Bayshore North Redevelopment Project, adopted by the City Council of the City.

(u) "Stadium Authority" means the Santa Clara Stadium Authority created under this Agreement.

(v) "Stadium Lease" shall mean that certain lease to be entered into by and between the Private Tenant and the Stadium Authority for the leasing of the Stadium.

ARTICLE 2.  
PURPOSE AND POWERS

Section 2.1 Purpose of the Agreement. Each of the Members has in common the authority to study, plan for, acquire, maintain, operate, lease, sell, finance or construct public facilities on the City Property and surrounding property and to purchase, sell, own or lease property in the Project Area for redevelopment purposes and to issue bonds and pay for all or part of the costs of public improvements. The purpose of this Agreement is to jointly exercise the foregoing common powers in the manner set forth in this Agreement.

Section 2.2 Stadium Authority Created. There is hereby created a public entity known as the "Santa Clara Stadium Authority". The Stadium Authority is formed pursuant to the JPA Law and shall be a public entity separate from any Member.

Section 2.3 Effective Date. The effective date of this Agreement and the date on which the Stadium Authority shall be deemed formed and existing shall be the first date on which City and the Agency have each approved this Agreement.

Section 2.4 Boundaries of the Stadium Authority. The geographic boundaries of the Stadium Authority shall be coextensive with the Project Area.

Section 2.5 Powers. The Stadium Authority shall have the power in its own name to do any of the following:

(a) To study, plan, design, construct, own, finance, manage, maintain, and operate the Stadium and ancillary facilities including parking facilities and to construct such Other Public Improvements.

(b) To exercise the powers conferred upon it by the JPA Law and this Agreement necessary or convenient to the accomplishment of the purposes of this Agreement.

(c) To participate in financing or refinancing of public facilities on or related to the Stadium in accordance with any terms and conditions imposed by the JPA Law and applicable law.

(d) To make and enter into contracts upon the recommendation of the Executive Director necessary to the full exercise of its powers.

(e) To contract for the services of consultants upon the recommendation by the Executive Director

(f) To acquire, own, construct, manage, maintain and operate any facilities on or related to the Stadium.

(g) To acquire and to hold and dispose, of real and personal property by sale, lease or other conveyance, including but not limited to seat licenses and naming rights, necessary to the full exercise of its powers, unless such power is otherwise restricted by the provisions of the Redevelopment Plan.

(h) To incur debts, liabilities and/or obligations subject to limitations herein set forth, provided, however, that the debts, liabilities and obligations of the Stadium Authority shall not constitute any debt, liability or obligation of any of the Members.

(i) To hire employees as necessary to carry out the business of the Stadium Authority. All employees shall be appointed and removed by the Executive Director and all Employees shall serve at the pleasure of the Executive Director.

(j) To sue and be sued in its own name.

(k) To apply for, accept and receive state, federal or local licenses, permits, grants, loans or other aid from any agency of the United States of America, or of the State of California necessary for the Stadium Authority's full exercise of its powers.

(l) To perform all acts necessary or proper to carry out fully the purpose of this Agreement and not inconsistent with the JPA Law.

(m) To invest any money in the treasury pursuant to Sections 6509.5 and 6505.5 of the JPA Law which is not required for the immediate necessities of the Stadium Authority, as the Stadium Authority determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the Government Code of the State of California.

(n) To apply for letters of credit or other form of financial guarantees in order to secure the repayment of its obligation and enter into agreements in connection therewith.

(o) To accept security, collateral or other property interests to secure payment of loans or other obligations to the Stadium Authority.

(p) To carry out and enforce all the provisions of this Agreement.

(q) To finance or refinance indebtedness incurred by the Stadium Authority or third parties in connection with any of the purposes hereof.

(r) To the extent not herein specifically provided for, to exercise any powers in the manner and according to methods provided under the laws applicable to the Agency.



Section 2.6 Additional Powers to be Exercised. In addition to those powers common to each of the Members, the Stadium Authority shall have those powers conferred upon it by the JPA Law.

Section 2.7 Restrictions on Exercise of Powers. The Act and the powers of the Stadium Authority shall be exercised in the manner provided in the JPA Law, and, except for those powers set forth in Article 4 of the JPA Law, shall be subject (in accordance with Section 6509 of the JPA Law) to the restrictions upon the manner of exercising such powers that are imposed upon the Agency as such powers exist on the date of execution of this Agreement (or, if the Agency is no longer a Member, the City) in the exercise of similar powers. Notwithstanding the foregoing, with respect to the award of design-build contracts, the Stadium Authority may elect to exercise its powers in the manner provided in Section 6532 of the JPA Law.

Section 2.8 Obligations of Stadium Authority. The debts, liabilities and obligations of the Stadium Authority shall not be the debts, liabilities and obligations of the Members. The Members shall not be liable for the debts, liabilities or obligations of the Stadium Authority.

Section 2.9 Non-Liability for Obligations of Stadium Authority. No Member, officer, agent or employee of the Stadium Authority shall be individually or personally liable for the payment of the principal or for premium or interest on any obligations of the Stadium Authority or be subject to any personal liability or accountability by reason of any obligations of the Stadium Authority; but nothing herein contained shall relieve any such party, officer, agent or employee from the performance of any official duty provided by law or by the instruments authorizing the issuance of any obligations of the Stadium Authority.

Section 2.10 Stadium Authority Facilities. All public facilities constructed or acquired by the Stadium Authority may be held in the name of the Stadium Authority for the benefit of the Stadium Authority in accordance with the terms of this Agreement unless conveyed to and accepted by the City or the Agency.

### ARTICLE 3. ORGANIZATION

Section 3.1 Membership. The Members of the Stadium Authority shall be the City and the Agency.

Section 3.2 Governing Body of the Stadium Authority.

(a) The business of the Stadium Authority shall be conducted by a Board which shall consist of seven (7) members of the City Council, of the City of Santa Clara. All voting power of the Stadium Authority shall reside in the Board.

(b) The Mayor of the City shall serve as the Chair of the Board of the Stadium Authority and the City Clerk of the City shall serve as the Secretary of the Stadium Authority. The Board may appoint a vice-chair.

Section 3.3 Principal Office. The principal office of the Stadium Authority shall be 1500 Warburton Avenue, Santa Clara, California. The Board is hereby granted full power and authority to change said principal office from one location to another. Any change shall be noted by the Secretary under this section, but shall not be considered an amendment to this Agreement.

Section 3.4 Meetings. The Board shall meet at the Stadium Authority's principal office or at such other place as may be designated by the Board. The time and place of regular meetings of the Board shall be determined by resolution adopted by the Board; a copy of such resolution shall be furnished to each party hereto, provided, however, in the event the Board fails to adopt a resolution setting regular meetings, regular meetings shall be held on the same date as the City's regular Council meetings. Regular, adjourned and special meetings shall be called, noticed, held, and conducted in the manner as provided in the Ralph M. Brown Act (Chapter 9, Division 2, Title 5, of the Government Code of the State of California (commencing at Section 54950)) or any successor legislation hereinafter enacted.

Section 3.5 Quorum. A simple majority of the Board Members shall constitute a quorum for the purpose of transacting the Stadium Authority's general business. Except as otherwise provided by law, the vote of a majority of the Board Members attending a duly called and constituted meeting shall be required for the Stadium Authority to take action. Each Board Member shall have one vote.

Section 3.6 Powers and Limitations. All the power and authority of the Stadium Authority shall be exercised by the Board, subject, however, to the provisions of this Agreement, the JPA Law, and the rights reserved by the Members as herein set forth.

Section 3.7 Minutes. The Stadium Authority shall cause to be kept minutes of regular, adjourned and special meetings of the Board, and shall cause a copy of the minutes to be forwarded to each Board Member and to each of the Members hereto.

Section 3.8 Bylaws; Rules. The Board may adopt from time to time such bylaws and rules and regulations for the conduct of its affairs as may be necessary or advisable for the purposes of this Agreement.

Section 3.9 Vote or Assent of Members. The vote, assent, or approval of the City and the Agency as Members in any matter requiring such vote, assent or approval hereunder, shall be evidenced by a certified copy of the resolution of the governing board of such Member filed with the Stadium Authority.

Section 3.10 Stadium Authority Executive Director. The Stadium Authority Executive Director shall be the City Manager of the City of Santa Clara. The Executive Director shall be the chief executive officer of the Stadium Authority and shall be responsible to the Board for the proper and efficient administration of all of the affairs of the Stadium Authority. In addition to other powers and duties herein provided, the Executive Director shall have the power:

(a) Under policy direction of the Board, to plan, organize and direct all Stadium Authority activities.

(b) Prepare and submit to the Board for its approval an annual budget and be responsible for its administration after its adoption.

(c) Prepare and submit to the Board at the end of each fiscal year a complete report on the finances and administration of the Stadium Authority for the preceding year.

(d) Keep the Board advised of the financial condition and future needs of the Stadium Authority and to make such recommendations as may seem advisable to him/her.

(e) To appoint and to remove all Stadium Authority employees, if any, all of whom shall serve at the pleasure of the Executive Director, except as is otherwise provided by law.

(f) To authorize expenditures within the designations and limitations of the approved Budget.

(g) To authorize expenditures within the designations and limitations of the approved Budget. The Executive Director shall have the authority to approve expenditures for amounts of fifty thousand dollars (\$50,000) or less, provided, however, this limitation may be modified by resolution of the Stadium Authority Board.

(h) To execute contracts on behalf of the Stadium Authority.

(i) To make recommendations to and requests of the Board concerning all of the matters and things which are to be performed, done or carried out by said Board.

(j) To make investigations into the affairs of the Stadium Authority or any contract or the proper performance of any obligation of the Stadium Authority.

(k) Such other duties and powers as may be delegated by the Stadium Authority Board by resolution or motion.

### Section 3.11 Treasurer and Financial Auditor.

(a) The Finance Director of the City shall be the Treasurer and financial auditor of the Stadium Authority. Except as otherwise required under any bond documents or other agreements, the Finance Director/Treasurer/Auditor shall be the depository, shall have the custody of all the money of the Stadium Authority from whatever source, and shall have the duties and obligations of the Treasurer and Auditor as set forth in Sections 6505 and 6505.5 of the Act. The Finance Director/Treasurer/Auditor shall assure strict accountability of all receipts and disbursements of the Stadium Authority and shall make arrangements with a certified public accountant or firm of certified public accountants for the annual independent audit of accounts and records of the Stadium Authority.

(b) The Finance Director/Treasurer/ Auditor of the Stadium Authority is designated as the public officer or person who has charge of, handles, or has access to any property or funds of the Stadium Authority, and shall be bonded as required by Government Code Section 6505.1, and the amount of such bond shall be fixed by resolution. From time to time the Board may designate other persons in addition to the Finance Director/Treasurer/Auditor who have charge of, handle, or have access to any property or funds of the Stadium Authority.

Section 3.12 Stadium Authority Counsel. The Stadium Authority Counsel shall be the City Attorney of the City of Santa Clara. The Stadium Authority Counsel shall be responsible for all legal matters pertaining to the Stadium Authority and its operations.

Section 3.13 Liability of Board. The Stadium Authority shall defend, indemnify and hold harmless any Member, Board Member, officer or employee for their actions taken within the scope of the authority of the Stadium Authority. Except as otherwise provided in this Agreement, the funds of the Stadium Authority shall be used to defend, indemnify and hold harmless the Stadium Authority and any Member, Board Member, officer or employee for their actions taken within the scope of the authority of the Stadium Authority. Nothing herein shall limit the right of the Stadium Authority to purchase insurance to provide such coverage. The Stadium Authority's duty to indemnify each Member (and its board members, officers, employees and agents) shall survive the Member's withdrawal from the Stadium Authority.

## ARTICLE 4. FINANCING

Section 4.1 Budget. The Board shall adopt the Initial Annual Stadium Operating Budget for the first year of operation of the Stadium Authority within sixty days of formation of the Stadium Authority. Each year thereafter, prior to the commencement of the Fiscal Year, the Board shall adopt the Annual Stadium Operating Budget for the ensuing Fiscal Year. The Annual Stadium Operating Budget shall contain a detailed budget for the succeeding year and a projection of operating expenses and revenues over the succeeding five (5) year period. The Annual Stadium Operating

Budget will contain an estimate of operating revenue for the upcoming Fiscal Year as well as all projected costs of operating, maintaining and repairing the Stadium and all costs attributable to operating parking lots and structures under the control of the Stadium Authority and for Public Safety Costs.

Section 4.2 CFD Funds. The City has formed a Community Facilities District consisting of the hotels located in the vicinity of the City Property and the proposed Stadium. The Stadium Authority is expected to enter into a reimbursement agreement with the CFD whereby the CFD will reimburse the Stadium Authority for certain costs associated with the development and operation of the Stadium and the Other Public Improvements. The Stadium Authority shall comply with Government Code Section 6532 with regard to the use of any CFD Funds for construction of the Stadium and the Other Public Improvements. Funds paid to the Stadium Authority by the CFD are referred to herein as "CFD Funds".

Section 4.3 Agency Funding. Pursuant to the terms of a funding agreement to be entered into between the Agency and the Stadium Authority (the "Agency Funding Agreement"), the Agency is expected to contribute tax increment funds to the Stadium Authority for use in the construction of the Stadium in an amount not to exceed Forty Million Dollars (\$40,000,000). Pursuant to the terms of the Agency Funding Agreement, the Agency is also expected to pay to the City up to One Million Seven Hundred Thousand Dollars (\$1,700,000) on behalf of the Stadium Authority for the payment of development fees owed to the City related to construction of the Stadium. The terms of the Agency contribution shall be as set forth in the funding agreement, and funds so contributed are referred to herein as "Agency Funds." The Stadium Authority shall comply with Government Code Section 6532 with regard to the use of the Agency Funds for the construction of the Stadium.

Section 4.4 Contributions for Operating Expenses.

(a) The City shall have no obligation to contribute any City funds, including general funds or enterprise (utility) funds to the construction, operation or maintenance of the Stadium or the costs and expenses of the administration of the Stadium Authority other than the CFD funds set forth in Section 4.2 above. The Agency shall have no obligation to contribute any Agency funds to the construction, operation or maintenance of the Stadium or the costs and expenses of the administration of the Stadium Authority other than as set forth in the Agency Funding Agreement. The City or the Agency may contract with the Stadium Authority for the use of personnel, equipment or property provided such contract provides for full reimbursement of the City's or the Agency's costs associated with such contract. The Stadium Authority shall reimburse the City the direct and indirect costs of City employees performing the duties of the Executive Director, the Finance Director/Treasurer/Auditor, the Stadium Authority Counsel and the Secretary, and for other out of pocket expenses for outside services and other reimbursable expenses authorized by the Stadium Authority, all in accordance with the approved Annual Stadium Operating Budget.

(b) Expenses of the Stadium Authority shall be paid from operating revenue, rent and other revenues generated by the Stadium.

(c) In accordance with Government Code Section 6512.1, repayment or return to the Members of all or part of any contributions made by the Members may be directed by the Board at such time, and upon such terms as may be consistent with the JPA Law, and/or any revenue bond issue. The Stadium Authority shall hold title to all funds, property and facilities acquired by it during the term of this Agreement.

Section 4.5 General Bond Provisions. Upon approval of the Board, the Stadium Authority may, in any given year, issue bonds, or enter into other financing arrangements, to finance activities or facilities in accordance with the provisions of any applicable law and the JPA Law. Neither the City nor the Agency shall be obligated under any bonds issued by, or other financing arrangements entered into by, the Stadium Authority and no revenue, funds or property of either the City or the Agency shall be pledged toward repayment of any such bonds.

Section 4.6 Revenue Bonds. The Stadium Authority, upon approval of the Board, shall have the power and authority to issue revenue bonds for the purposes and in accordance with the procedures and requirements set forth in the JPA Law. Only the revenues of the Stadium Authority may be pledged to any such revenue bonds issued by the Stadium Authority and no funds of either the Agency or the City shall be pledged toward the repayment of any revenue bonds issued by the Stadium Authority.

Section 4.7 Disposition of Revenue. Stadium Authority revenues shall be used in accordance with the requirements of the Disposition Agreement, the Ground Lease and the Stadium Lease. To the extent that the Stadium Authority has revenue which is not needed to meet its obligations to pay Stadium related costs and Public Safety Costs, or unless otherwise restricted by contract, the Stadium Authority may pay any excess revenue to the City pursuant to the Ground Lease.

## ARTICLE 5. OTHER OBLIGATIONS OF THE STADIUM AUTHORITY

Section 5.1 Construction of Stadium. The Stadium may enter into design build agreements for the construction of the Stadium provided that such agreement or agreements comply with the requirements of Government Code Section 6532 and further provided that to the extent the Stadium Authority is using the CFD funds provided for in Section 4.2 or the Agency funds provided for in Section 4.3, the Stadium Authority shall ensure that such funds are only used for payment of subcontracts complying with the requirements of Government Code Section 6532 (e).

Section 5.2 Operation of Stadium. The Stadium Authority shall be responsible for operating the Stadium in accordance with the terms of the Disposition Agreement, the

Ground Lease and the Stadium Lease. Upon the recommendation of the Executive Director, the Stadium Authority may contract with a facilities manager or make other arrangements to oversee the day to day operations of the Stadium. The Stadium Authority will annually adopt an Operation and Maintenance Plan.

Section 5.3 Public Safety. The Stadium Authority shall be responsible for reimbursing the City for all Public Safety Costs incurred by the City as a result of the Stadium to the extent such costs are not otherwise paid for or reimbursed through other fees or charges. The City and the Stadium Authority shall enter into the Public Safety Agreement, which agreement shall be updated regularly to provide for the payment of such Public Safety Costs.

Section 5.4 Stadium Lease. The Stadium Authority is expected to enter into the Stadium Lease with the Private Tenant providing the terms and conditions under which the Private Tenant leases the Stadium.

Section 5.5 Transportation Management and Operation Plan. The Stadium Authority shall participate with the City and other public entities as well as the Private Tenant in the development and implementation of a Transportation Management and Operation Plan that will address traffic, transit, pedestrian, and bicycle movements related to Stadium events as well as parking management and operations. The Stadium Authority will be responsible, in cooperation with other public agencies, and the Private Tenant, for ensuring that the Transportation Management and Operation Plan meets the requirements of the Environmental Impact Report prepared related to the Stadium.

Section 5.6 Capital Expenditure Plan. The Stadium Authority shall adopt a capital expenditure plan for the Stadium annually. The Capital Expenditure Plan will include an annual projection of capital expenditures, as well as a five (5) year projection of anticipated expenditures.

## ARTICLE 6. ACCOUNTING AND AUDITS

Section 6.1 Accounts and Reports. The Finance Director/Treasurer/Auditor shall establish and maintain such funds and accounts as may be required by good accounting practice or by any provision of any trust agreement entered into with respect to the proceeds of any bonds issued by the Stadium Authority. The books and records of the Stadium Authority in the hands of a trustee or the Finance Director/Treasurer/Auditor shall be open to inspection at all reasonable times by representatives of the Members. The Finance Director/Treasurer/Auditor, within 120 days after the close of each Fiscal Year, shall give a complete written report of all financial activities for such Fiscal Year to the Executive Director and Members. The trustee appointed under any trust agreement shall establish suitable funds, furnish financial reports and provide suitable accounting procedures to carry out the provisions of said trust agreement. Said trustee may be given such duties in said trust agreement as may be desirable to carry out this Agreement.

Subject to the applicable provisions of any trust agreement or indenture which the Stadium Authority may enter into, which may provide for a trustee to receive, have custody of, and disburse Stadium Authority funds, the Finance Director/Treasurer/Auditor of the Stadium Authority shall receive, have the custody of, and disburse Stadium Authority funds on warrants drawn by the auditor as nearly as possible in accordance with generally accepted accounting practices, shall make the disbursements required by this Agreement, and shall take such other actions as are necessary to implement or to carry out any of the provisions or purposes of this Agreement.

Section 6.2 Audit. The records and the accounts of the Stadium Authority shall be audited annually by an independent certified public accountant designated by the Executive Director, and copies of such independent audit reports shall be filed as public records with the county auditor of Santa Clara County and with each Member within twelve months of the end of the Fiscal Year under examination, and shall be sent to any public agency or person in California that submits a written request to the Stadium Authority.

## ARTICLE 7. RESCISSION, TERMINATION, WITHDRAWAL, ASSIGNMENT.

Section 7.1 Term. The Stadium Authority shall continue to exercise the powers conferred upon it by this Agreement until this Agreement is rescinded or terminated as herein provided. If not earlier terminated or rescinded the term of this Agreement shall terminate upon the end of the term of the Stadium Lease as such term may be extended pursuant to the terms of the Stadium Lease.

Section 7.2 Rescission or Termination. This Agreement may be rescinded and the Stadium Authority terminated by unanimous consent of the Members; provided that no such termination or rescission shall occur so long as the Stadium Authority has any outstanding obligations including, but not limited to, outstanding revenue bonds, or so long as the Stadium Lease is in effect.

Section 7.3 Disposition of Property Upon Termination. Pursuant to Government Code Section 6512, upon termination of this Agreement, any surplus funds on hand shall be paid out to the City and the facilities, rights and interests of the Stadium Authority shall be transferred to the City.

Section 7.4 Withdrawal. No Member may withdraw from the Stadium Authority without the written consent of each of the other Members.



ARTICLE 8.  
GENERAL PROVISIONS.

Section 8.1 Amendments. This Agreement may be amended only by the unanimous consent of all Members. To be effective, all amendments and modifications must be in writing and signed by all Members.

Section 8.2 Assignment. The rights and duties of the Members may not be assigned or delegated without the written consent of all other Members. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indemnities and other obligations of the Stadium Authority then in effect.

Section 8.3 Breach. If a Member breaches any covenant contained in this Agreement, such default shall not excuse any other Member from fulfilling its obligations under this Agreement and all Members shall continue to be liable for the payment of contributions and the performance of all conditions herein contained. The Members hereby declare that this Agreement is entered into for the benefit of the Stadium Authority created hereby and the Members hereby grant to the Stadium Authority the right to enforce by whatever lawful means the Stadium Authority deems appropriate all of the obligations of each of the Members hereunder. Each and all of the remedies given to the Stadium Authority hereunder or by any law now or hereafter enacted are cumulative and the exercise of one right or remedy shall not impair the right of the Stadium Authority to any or all other remedies.

Section 8.4 Notice. Any notice or instrument required to be given shall be delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, by hand delivery or by overnight delivery service and shall be addressed to the addressee of the Members as follows:

City	City of Santa Clara 1500 Warburton Santa Clara, CA 95050 Attn: City Manager
Agency:	Redevelopment Agency of the City of Santa Clara 1500 Warburton Santa Clara, CA 95050 Attn: Executive Director

Such notice shall be effective upon receipt or refusal to accept receipt.

Section 8.5 Severability. Should any part, term or provision of this Agreement be decided by any court of competent jurisdiction to be illegal or in conflict with any law

of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

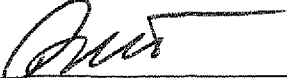
Section 8.6 Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto, respectively, whether by agreement or operation of law. Any reference in this Agreement to a specifically named party shall be deemed to apply to any successor of such party who has acquired an interest in compliance with terms of this Agreement, or under law.

Section 8.7 Liability of Stadium Authority, Members, Officers and Employees. The debts, liabilities and obligations of the Stadium Authority shall not be the debts, liabilities and obligations of any of the Members or any of their respective officers, directors, employees or agents. No Member or its directors, officers, employees or agents shall be responsible for any action taken or omitted by any other Member or its directors, officers, employees or agents.

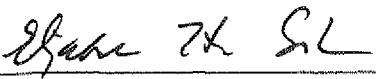
Section 8.8 Board Member Stipend. Board Members shall receive a stipend for meeting attendance equal to the stipend received by Agency members for attending Agency Board meetings. In addition to the meeting stipend Board Members may be reimbursed for expenses incurred by such Board Members in the conduct of the Stadium Authority's business subject to any applicable policy of the Stadium Authority and as approved by the Stadium Authority Board.

Section 8.9 Conflicts of Interest Code. To the extent required pursuant to Government Code Section 87300 or other provision of law, the Stadium Authority by resolution shall adopt a conflicts of interest code as required by law.

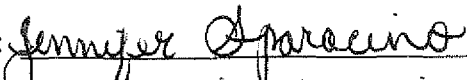
ATTEST:

  
Secretary

APPROVED AS TO FORM:

  
City Attorney

CITY OF SANTA CLARA

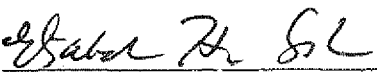
By:   
Name: Jennifer Sparacino

Title: City Manager

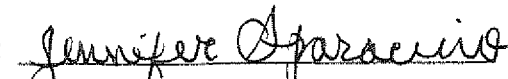
ATTEST:

  
Secretary

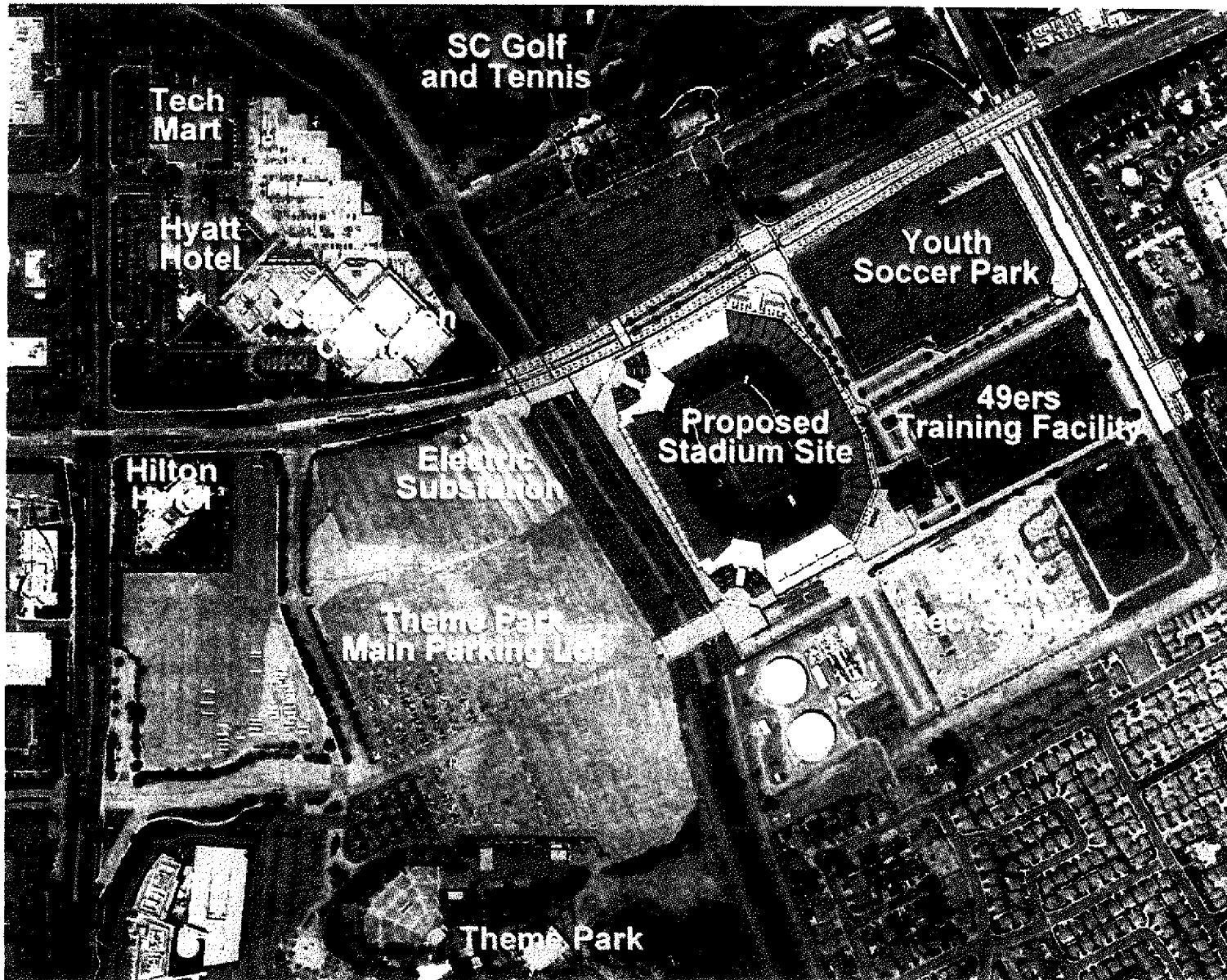
APPROVED AS TO FORM:

  
Agency Counsel

REDEVELOPMENT AGENCY OF THE  
CITY OF SANTA CLARA

By:   
Name: Jennifer Sparacino

Title: Executive Director



**Map of Stadium Project Area**

FOURTH AMENDMENT TO  
JOINT EXERCISE OF POWERS AGREEMENT  
ESTABLISHING THE  
SANTA CLARA STADIUM AUTHORITY

by and between

THE CITY OF SANTA CLARA

AND

SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE  
CITY OF SANTA CLARA

AND

BAYSHORE NORTH PROJECT ENHANCEMENT AUTHORITY

**FOURTH AMENDMENT TO THE  
JOINT EXERCISE OF POWERS AGREEMENT  
FOR THE  
SANTA CLARA STADIUM AUTHORITY**

**PREAMBLE**

This agreement ("Amendment No. 4") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City), the Bayshore North Project Enhancement Authority, a public authority ("BNPEA"), and the Successor Agency to the Redevelopment Agency of the City of Santa Clara, a separate public entity (the "Successor Agency"), as the successor in interest to the dissolved Redevelopment Agency of the City of Santa Clara (the "Former RDA") and with reference to the following:

**RECITALS**

- A. On February 15, 2011, the City and the Agency entered into the Joint Exercise of Powers Agreement for the Santa Clara Stadium Authority ("Original Agreement") and created the Santa Clara Stadium Authority (the "Stadium Authority") as a means of accomplishing the cooperation and coordination among them necessary to provide for development and operation of the Stadium.
- B. Through the execution of the First Amendment to the Joint Exercise of Powers Agreement for the Santa Clara Stadium Authority (the "First Amendment") the City and the Agency amended the Original Agreement to add the Bayshore North Project Enhancement Authority as a member of the Stadium Authority.
- C. Through the execution of the Second Amendment to the Joint Exercise of Powers Agreement for the Santa Clara Stadium Authority (the "Second Amendment") the dissolution of the Former RDA was reflected and the implementation of the Stadium Authority procurement policies and procedures were clarified.
- D. Through the execution of the Third Amendment to the Joint Exercise of Powers Agreement for the Santa Clara Stadium Authority (the "Third Amendment") the description of the Treasurer and Financial Auditor was amended. The Original Agreement, First Amendment, Second Amendment and Third Amendment are collectively hereinafter referred to as the Joint Exercise of Powers Agreement ("Agreement").
- E. On July 17, 2018, the City Council adopted Ordinance 1983, which outlines the duties of the Assistant City Clerk to include recording and maintaining a full and true record of all proceedings of the City Council. This would also include recording and maintaining a full and true record of all proceedings of the Santa Clara Stadium Authority.

- F. The Parties desire to further amend the Joint Exercise of Powers Agreement to designate the Assistant City Clerk as the Secretary of the Stadium Authority.

The Parties agree as follows:

## **AGREEMENT TERMS AND CONDITIONS**

### **1. AMENDMENT TERMS AND CONDITIONS**

That subsection (b) of Section 3.2 ("Governing Body of the Stadium Authority") of Article 3 ("Organization") of the Original Agreement is hereby amended to read as follows:

Section 3.2 Governing Body of the Stadium Authority

(b) The Mayor of the City shall serve as the Chair of the Board of the Stadium Authority and the Assistant City Clerk shall serve as the Secretary of the Stadium Authority. The Board may appoint a vice-chair.

### **2. TERMS**

All other terms of the Original Agreement which are not in conflict with the provisions of this Fourth Amendment shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement and this Fourth Amendment, the provisions of this Fourth Amendment shall control.

### **3. COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 4 as evidenced by the following signatures of their duly authorized representatives.

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

APPROVED AS TO FORM:

Approved as to Form:

Dated: \_\_\_\_\_

\_\_\_\_\_  
BRIAN DOYLE  
City Attorney

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

"CITY"

APPROVED AS TO FORM:

SUCCESSOR AGENCY TO THE  
FORMER REDEVELOPMENT AGENCY  
OF THE CITY OF SANTA CLARA

\_\_\_\_\_  
BRIAN DOYLE  
Successor Agency Counsel

\_\_\_\_\_  
DEANNA J. SANTANA  
Executive Director

APPROVED AS TO FORM:

BAYSHORE NORTH PROJECT  
ENHANCEMENT AUTHORITY

\_\_\_\_\_  
BRIAN DOYLE  
Authority Counsel

\_\_\_\_\_  
DEANNA J. SANTANA  
Executive Director



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF SANTA CLARA,  
CALIFORNIA APPROVING THE FOURTH AMENDMENT TO  
THE JOINT EXERCISE OF POWERS AGREEMENT AMENDING  
SECTION 3.2 FOR THE SANTA CLARA STADIUM AUTHORITY**

**BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

**WHEREAS**, on June 8, 2010, the citizens of the City of Santa Clara (the "City") approved Measure J, "The Santa Clara Stadium Taxpayer Protection and Economic Progress Act," which endorsed the development of a stadium suitable for professional football and other large events (the "Stadium Project") and called for the creation of the Santa Clara Stadium Authority (the "Stadium Authority") to own, develop, construct, operate and maintain the Stadium Project;

**WHEREAS**, on February 22, 2011, by City of Santa Clara Resolution No. 11-7825, the City authorized the execution of a Joint Exercise of Powers Agreement ("JPA Agreement") with the Redevelopment Agency of the City of Santa Clara (the "Former RDA") to form the Santa Clara Stadium Authority;

**WHEREAS**, on June 28, 2011, the City and the Former RDA executed the certain First Amendment to the Joint Exercise of Powers Agreement for the Santa Clara Stadium Authority, adding the Bayshore North Project Enhancement Authority ("BNPEA") as a member to the Stadium Authority and making certain other amendments to the JPA Agreement;

**WHEREAS**, the California state legislature enacted Assembly Bill x1 26 (the "Dissolution Act") to dissolve redevelopment agencies formed under the Community Redevelopment Law (Health and Safety Code Section 33000 et seq.);

**WHEREAS**, on November 13, 2012, the City, Former RDA and BNPEA executed a Second Amendment to the Joint Exercise of Powers Agreement for the Santa Clara Stadium Authority to recognize the dissolution of the Former RDA and to clarify the Stadium Authority procurement procedures;

**WHEREAS**, on June 27, 2017, the City, Former RDA and BNPEA executed a Third Amendment

to the Joint Exercise of Powers Agreement for the Santa Clara Stadium Authority to separate the duties of the current Stadium Finance Director/Treasurer/Auditor Function into Two Positions – Stadium Authority Treasurer and Stadium Authority Auditor;

**WHEREAS**, Ordinance No. 1983 was adopted on July 17, 2018 by the City Council adding a new Section 2.20.015 (Compensation), amending the Section 2.20.020 (“Duties and Responsibilities”) and Amending Section 2.20.030 (“Assistant City Clerk”) of Chapter 2.20 (“City Clerk”) of “The Code of the City of Santa Clara, California”; and

**WHEREAS**, it has become necessary to adhere with Ordinance No. 1983 designating the Assistant City Clerk as the Secretary of the Stadium Authority through the execution of the Fourth Amendment to the Joint Exercise of Powers Agreement.

**NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

1. That the City Council hereby finds that the above Recitals are true and correct and by this reference makes them a part of hereof.
2. That the City Council hereby approves the Fourth Amendment to the Joint Exercise of Powers Agreement and authorizes the City Manager to execute it on behalf of the City of Santa Clara.
3. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2019, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: \_\_\_\_\_  
NORA PIMENTEL, MMC  
ASSISTANT CITY CLERK  
CITY OF SANTA CLARA

Attachments incorporated by reference:  
1. Fourth Amendment to JPA Agreement  
2. Ordinance No. 1983

**RESOLUTION NO. \_\_\_\_\_ (BNPEA)**

**A RESOLUTION OF THE CITY OF SANTA CLARA,  
CALIFORNIA APPROVING THE FOURTH AMENDMENT TO  
THE JOINT EXERCISE OF POWERS AGREEMENT AMENDING  
SECTION 3.2 FOR THE SANTA CLARA STADIUM AUTHORITY**

**BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

**WHEREAS**, on June 8, 2010, the citizens of the City of Santa Clara (the "City") approved Measure J, "The Santa Clara Stadium Taxpayer Protection and Economic Progress Act," which endorsed the development of a stadium suitable for professional football and other large events (the "Stadium Project") and called for the creation of the Santa Clara Stadium Authority (the "Stadium Authority") to own, develop, construct, operate and maintain the Stadium Project;

**WHEREAS**, on February 22, 2011, by City of Santa Clara Resolution No. 11-7825, the City authorized the execution of a Joint Exercise of Powers Agreement ("JPA Agreement") with the Redevelopment Agency of the City of Santa Clara (the "Former RDA") to form the Santa Clara Stadium Authority;

**WHEREAS**, on June 28, 2011, the City and the Former RDA executed the certain First Amendment to the Joint Exercise of Powers Agreement for the Santa Clara Stadium Authority, adding the Bayshore North Project Enhancement Authority ("BNPEA") as a member to the Stadium Authority and making certain other amendments to the JPA Agreement;

**WHEREAS**, the California state legislature enacted Assembly Bill x1 26 (the "Dissolution Act") to dissolve redevelopment agencies formed under the Community Redevelopment Law (Health and Safety Code Section 33000 et seq.);

**WHEREAS**, on November 13, 2012, the City, Former RDA and BNPEA executed a Second Amendment to the Joint Exercise of Powers Agreement for the Santa Clara Stadium Authority to recognize the dissolution of the Former RDA and to clarify the Stadium Authority procurement procedures;

**WHEREAS**, on on June 27, 2017, the City, Former RDA and BNPEA executed a Third Amendment to the Joint Exercise of Powers Agreement for the Santa Clara Stadium Authority to separate the duties of the current Stadium Finance Director/Treasurer/Auditor Function into Two Positions – Stadium Authority Treasurer and Stadium Authority Auditor;

**WHEREAS**, Ordinance No. 1983 was adopted on July 17, 2018 by the Santa Clara City Council, which shifted certain duties and responsibilities from the City Clerk to the Assistant City Clerk; and

**WHEREAS**, it has become necessary to adhere with Ordinance No. 1983 designating the Assistant City Clerk as the Secretary of the Stadium Authority through the execution of the Fourth Amendment to the Joint Exercise of Powers Agreement. **NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA BAYSHORE NORTH PROJECT ENHANCEMENT AUTHORITY AS FOLLOWS:**

1. That the Board of the Bayshore North Project Enhancement Authority of the City of Santa Clara hereby finds that the above Recitals are true and correct and by this reference makes them a part of hereof.
2. That the Board of the Bayshore North Project Enhancement Authority of the City of Santa Clara hereby approves the Fourth Amendment to the Joint Exercise of Powers Agreement and authorizes the Executive Director to execute it on behalf of the Bayshore North Project Enhancement Authority.

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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 BAYSHORE NORTH PROJECT ENHANCEMENT AUTHORITY, AT A REGULAR MEETING THEREOF HELD ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2019, BY THE FOLLOWING VOTE:

AYES: AUTHORITY BOARD MEMBERS:

NOES: AUTHORITY BOARD MEMBERS:

ABSENT: AUTHORITY BOARD MEMBERS:

ABSTAINED: AUTHORITY BOARD MEMBERS:

ATTEST:

\_\_\_\_\_  
HOSAM HAGGAG  
SECRETARY OF THE SANTA CLARA  
BAYSHORE NORTH PROJECT ENHANCEMENT  
AGENCY

Attachments incorporated by reference:  
1. Fourth Amendment to JPA Agreement  
2. Ordinance No. 1983

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF SANTA CLARA,  
CALIFORNIA ACTING AS THE GOVERNING BODY FOR THE  
SUCCESSOR AGENCY OF THE CITY OF SANTA CLARA  
REDEVELOPMENT AGENCY, APPROVING THE FOURTH  
AMENDMENT TO THE JOINT EXERCISE OF POWERS  
AGREEMENT AMENDING SECTION 3.2 FOR THE SANTA  
CLARA STADIUM AUTHORITY**

**BE IT RESOLVED BY THE CITY OF SANTA CLARA ACTING AS THE GOVERNING BODY  
OF THE SUCCESSOR AGENCY FOR THE REDEVELOPMENT AGENCY OF THE CITY OF  
SANTA CLARA AS FOLLOWS:**

**WHEREAS**, on June 8, 2010, the citizens of the City of Santa Clara (the "City") approved Measure J, "The Santa Clara Stadium Taxpayer Protection and Economic Progress Act," which endorsed the development of a stadium suitable for professional football and other large events (the "Stadium Project") and called for the creation of the Santa Clara Stadium Authority (the "Stadium Authority") to own, develop, construct, operate and maintain the Stadium Project;

**WHEREAS**, on February 22, 2011, by City of Santa Clara Resolution No. 11-7825, the City authorized the execution of a Joint Exercise of Powers Agreement ("JPA Agreement") with the Redevelopment Agency of the City of Santa Clara (the "Former RDA") to form the Santa Clara Stadium Authority;

**WHEREAS**, on June 28, 2011, the City and the Former RDA executed the certain First Amendment to the Joint Exercise of Powers Agreement for the Santa Clara Stadium Authority, adding the Bayshore North Project Enhancement Authority ("BNPEA") as a member to the Stadium Authority and making certain other amendments to the JPA Agreement;

**WHEREAS**, the California state legislature enacted Assembly Bill x1 26 (the "Dissolution Act") to dissolve redevelopment agencies formed under the Community Redevelopment Law (Health and Safety Code Section 33000 et seq.);

**WHEREAS**, on November 13, 2012, the City, Former RDA and BNPEA executed a Second Amendment to the Joint Exercise of Powers Agreement for the Santa Clara Stadium Authority to

recognize the dissolution of the Former RDA and to clarify the Stadium Authority procurement procedures;

**WHEREAS**,... on June 27, 2017, the City, Former RDA and BNPEA executed a Third Amendment to the Joint Exercise of Powers Agreement for the Santa Clara Stadium Authority to separate the duties of the current Stadium Finance Director/Treasurer/Auditor Function into Two Positions – Stadium Authority Treasurer and Stadium Authority Auditor

**WHEREAS**, Ordinance No. 1983 was adopted on July 17, 2018 by the City Council adding a new Section 2.20.015 (Compensation), amending the Section 2.20.020 (“Duties and Responsibilities”) and Amending Section 2.20.030 (“Assistant City Clerk”) of Chapter 2.20 (“City Clerk”) of “The Code of the City of Santa Clara, California”; and

**WHEREAS**, it has become necessary to adhere with Ordinance No. 1983 designating the Assistant City Clerk as the Secretary of the Stadium Authority through the execution of the Fourth Amendment to the Joint Exercise of Powers Agreement.

**NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA  
ACTING AS THE GOVERNING BODY OF THE SUCCESSOR AGENCY FOR THE  
REDEVELOPMENT AGENCY OF THE CITY OF SANTA CLARA AS FOLLOWS:**

1. That the City Council finds that the above recitals are accurate
2. That the City Council hereby approves the Fourth Amendment to the Joint Exercise of Powers Agreement and authorizes the Executive Officer/City Manager to execute it on behalf of the City of Santa Clara.

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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 \_\_\_\_ DAY OF \_\_\_\_\_, 2019, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: \_\_\_\_\_  
NORA PIMENTEL, MMC  
ASSISTANT CITY CLERK  
CITY OF SANTA CLARA

Attachments incorporated by reference:  
1. Fourth Amendment to JPA Agreement  
2. Ordinance No. 1983

**ORDINANCE NO. 1983**

**AN ORDINANCE OF THE CITY OF SANTA CLARA, CALIFORNIA,  
ADDING A NEW SECTION 2.20.015 (COMPENSATION), AMENDING  
SECTION 2.20.020 ("DUTIES AND RESPONSIBILITIES") AND  
AMENDING SECTION 2.20.030 ("ASSISTANT CITY CLERK") OF  
CHAPTER 2.20 ("CITY CLERK") OF "THE CODE OF THE CITY OF  
SANTA CLARA, CALIFORNIA"**

**BE IT ORDAINED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

**WHEREAS**, the City Clerk position is an elected position under City Charter Section 600;

**WHEREAS**, the powers and duties of the City Clerk position are enumerated under City Charter Section 903;

**WHEREAS**, the City Council may, in its discretion, appoint any other officer or employee of the City as City Clerk and grant such person additional compensation for the performance of such duties, under City Charter Section 903;

**WHEREAS**, the City Council deems it to be in the best interest of the City of Santa Clara to formally assign professional responsibilities of the City Clerk to a City employee possessing substantive knowledge of professional standards and methods in democratic processes and legislative actions in compliance with federal, state, and local statutes that govern the City Clerk's Office; and

**WHEREAS**, the City Council hereby designates the Assistant City Clerk as responsible for the day-to-day operations of the City Clerk's Office and expands the assigned duties to include overseeing all professional administrative aspects of the City Clerk's Office.

**NOW THEREFORE, BE IT FURTHER ORDAINED BY THE CITY OF SANTA CLARA, AS FOLLOWS:**

**SECTION 1:** Chapter 2.20 (entitled "City Clerk") of Title 2 (entitled "Administration and Personnel") of "The Code of the City of Santa Clara, California," ("SCCC") is amended to add a new section to be numbered and entitled and to read as follows:

**2.20.015      City Clerk – Compensation.**

The elected City Clerk shall receive as compensation the sum of two thousand dollars (\$2,000) per month. Commencing on July 1, 2019, and every two years on July 1 thereafter, the compensation of the City Clerk shall be set by a Salary Setting Commission consisting of five members to be

appointed by the Civil Service Commission, as set forth in City Charter Section 702.

**SECTION 2:** That Section 2.20.020 of Chapter 2.20 of Title 2 of “The Code of the City of Santa Clara, California,” (“SCCC”) is amended to read as follows:

Except for the following the duties and responsibilities of the City Clerk as set forth in City Charter Section 903 shall performed by the Assistant City Clerk as appointed to do so in Section 2.20.030:

- (a) Be the custodian of the seal of the City
- (b) Have charge of all City elections.

**SECTION 3:** That Section 2.20.030 (entitled “Assistant City Clerk”) of Chapter 2.20 (entitled “City Clerk”) of Title 2 (entitled “Administration and Personnel”) of “The Code of the City of Santa Clara, California,” (“SCCC”) is amended to read as follows:

**“2.20.030      Assistant City Clerk – Duties and responsibilities.**

The position of Assistant City Clerk is hereby created, which position is placed in the unclassified service of the office of the City Clerk. The Assistant City Clerk shall assist the City Clerk in the performance of the Clerk's duties and shall act for the City Clerk in his/her absence. The City Council hereby appoints the Assistant City Clerk pursuant to Section 903 of the City Charter to perform the following duties and responsibilities:

- (a) The recording and maintaining of a full and true record of all the proceedings of the City Council.
- (b) Publishing and attesting the publication of all official notices.
- (c) Administering oaths or affirmations and taking affidavits and depositions pertaining to the affairs of the City.
- (d) The issuance of certified copies of official records as required and requested.
- (e) Officially recording the rights, titles and interests in all real properties acquired by the City.
- (f) The handling of all Council correspondence unless otherwise specifically designated.
- (g) Preparing of the agenda and supplemental material for Council meetings in cooperation with the City Manager.

(h) Routing Council assignments to the respective officers having primary responsibility for their execution.

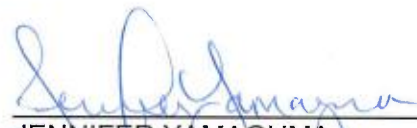
(i) Duplicating and distributing the minutes, ordinances, resolutions, policies and orders of the City Council to the various boards, commissions and administrative officers."

**SECTION 4:** This ordinance shall take effect thirty (30) days after its final adoption; however, prior to its final adoption it shall be published in accordance with the requirements of Section 808 and 812 of "The Charter of the City of Santa Clara, California."

**PASSED FOR THE PURPOSE OF PUBLICATION** this 5<sup>th</sup> day of JULY, 2018, by the following vote:

AYES:	COUNCILORS:	Davis, Kolstad, O'Neill, and Watanabe and Mayor Gillmor
NOES:	COUNCILORS:	Mahan
ABSENT:	COUNCILORS:	None
ABSTAINED:	COUNCILORS:	None

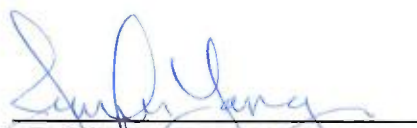
ATTEST:

  
JENNIFER YAMAGUMA  
ACTING CITY CLERK  
CITY OF SANTA CLARA

**FINALLY PASSED AND ADOPTED** BY THE CITY COUNCIL OF THE CITY OF SANTA CLARA this 17<sup>th</sup> day of JULY, 2018, by the following vote:

AYES:	COUNCILORS:	Davis, Kolstad, O'Neill, and Watanabe and Mayor Gillmor
NOES:	COUNCILORS:	Mahan
ABSENT:	COUNCILORS:	None
ABSTAINED:	COUNCILORS:	None

ATTEST:

  
JENNIFER YAMAGUMA  
ACTING CITY CLERK  
CITY OF SANTA CLARA

Attachments incorporated by reference:  
1. None



## Agenda Report

19-292

Agenda Date: 3/26/2019

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### REPORT TO COUNCIL

#### **SUBJECT**

Action on a Resolution Approving the Salary Setting Commission 2019 Additional Meeting Schedule

#### **BACKGROUND**

City Charter Section 1003 states that each of the boards and commissions of the City shall hold regular meetings as required by City Code. City Code Section 2.120.030 states that each board or commission shall hold regular meetings at the times and on the days indicated by resolution of the City Council, which resolutions may be amended from time to time by further resolution of the Council.

#### **DISCUSSION**

At the March 14, 2019, Salary Setting Commission meeting, the Commission recommended to the City Council its modified schedule for 2019, which proposes five additional meeting dates in April and May (Attachment 1).

A proposed resolution setting as regular meetings the Salary Setting Commission's additional meeting dates is attached (Attachment 2).

#### **ENVIRONMENTAL REVIEW**

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

#### **FISCAL IMPACT**

There is no direct fiscal impact associated with this action other than administrative time and expense to set the meetings.

#### **COORDINATION**

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

#### **PUBLIC CONTACT**

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

**RECOMMENDATION**

Adopt a Resolution approving the 2019 Salary Setting Commission additional meeting dates for April and May 2019.

Reviewed by: Teresia Zadroga-Haase, Director, Human Resources

Approved by: Deanna J. Santana, City Manager

**ATTACHMENTS**

1. Salary Setting Commission 2019 Additional Meeting Dates
2. Recommended Resolution



**City of  
Santa Clara**  
The Center of What's Possible

**SALARY SETTING COMMISSION**  
CITY COUNCIL CHAMBERS  
1500 Warburton Avenue  
Santa Clara, CA 95050

## Schedule of Meetings 2019

Regular meetings are held at 7:00 p.m., in the City Council Chambers at 1500 Warburton Avenue, Santa Clara, in accordance with the following schedule.

### Additional Meeting Dates:

April 11, 2019

April 18, 2019

May 9, 2019

May 23, 2019

May 30, 2019

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA  
APPROVING THE SALARY SETTING COMMISSION**

**BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

**WHEREAS**, Section 2.120.030 of the Santa Clara City Code ("SCCC") requires City boards and commissions to hold regular meetings at the times and on the days indicated by resolution of the Council;

**WHEREAS**, the Salary Setting Commission recommended to the City Council its modified meeting schedule for 2019, which proposes five (5) additional meetings.

**NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

1. That the City Council hereby finds that the above Recitals are true and correct and by this reference makes them a part hereof.
2. That the City Council hereby approves the attached hereto.
3. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2019, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: \_\_\_\_\_  
NORA PIMENTEL, MMC  
ASSISTANT CITY CLERK  
CITY OF SANTA CLARA

Attachments incorporated by reference:



1. Salary Setting Commission 2019 Additional Meeting Schedule



## Agenda Report

19-316

Agenda Date: 3/26/2019

### REPORT TO COUNCIL

#### **SUBJECT**

Action on Cancellation of the Public Hearing for the Gateway Crossings Project located at 1205 Coleman Avenue and direction to renote when the project is ready to be heard

#### **BACKGROUND**

The Gateway Crossings Project includes a General Plan Amendment to Santa Clara Station Very High Density Residential (51-120 du/ac) with a minimum commercial floor area ratio (FAR) of 0.20, Creation of a new Very High Density Mixed-Use Zoning District and Rezoning to that District, Vesting Tentative Subdivision Map, Development Agreement, Environmental Impact Report, and Mitigation Monitoring and Reporting Program.

The project was previously heard at the December 4, 2018 City Council meeting and following public hearing was continued to the February 5, 2019 Council meeting date for expanded public outreach and engagement with the residents of the Old Quad. On February 5, 2019, City Council approved the request to defer the public hearing to March 26, 2019 to allow the applicant time to conduct additional outreach and engagement with Old Quad residents, interested parties and staff, and related environmental analysis.

#### **DISCUSSION**

The Public Hearing Item on the Gateway Crossing project located at 1205 Coleman Avenue was scheduled for hearing on March 26, 2019. Staff is recommending that the Council cancel the Public Hearing for the Gateway Crossings Project located at 1205 Coleman Avenue and renote when the project is ready to be heard. The continuance would allow the applicant to complete final alterations to the plan and staff to conclude the requisite environmental analysis related to changes in the project.

In response to the February 5, 2019 City Council meeting, the applicant has expanded community outreach to include all properties within the Old Quad for notification and engagement in the process. The applicant has met with residents of the Old Quad, convened with Old Quad Association representatives, conducted two community meetings, and is currently working on final alterations to the development plan in response to the community, staff and City Council comments.

#### **ENVIRONMENTAL REVIEW**

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 associated with this action other than administrative time and expense.

**PUBLIC CONTACT**

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

**RECOMMENDATION**

Cancel the Public Hearing for the Gateway Crossings Project located at 1205 Coleman Avenue and direction to renote when the project is ready to be heard.

Reviewed by: Andrew Crabtree, Director of Community Development

Approved by: Deanna J. Santana, City Manager



## Agenda Report

19-015

Agenda Date: 3/26/2019

### REPORT TO COUNCIL

#### **SUBJECT**

Public Hearing: FY 2019/2020 Draft Annual Action Plan for the use of Federal Housing and Urban Development Grant Funds

#### **BACKGROUND**

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 two opportunities to offer input on the development of the AAP; once during the development of the draft AAP, and once prior to submission of the final version of the AAP to HUD for review. This hearing satisfies the first public hearing requirement. The final version of the AAP will be presented to City Council for consideration on May 7, 2019 so that it can be submitted to HUD prior to the May 15 deadline.

#### **DISCUSSION**

Because HUD has not yet announced allocation amounts for the 2019/2020 program year, the Draft Annual Action Plan uses an estimated allocation conservatively based on a 5 percent reduction from last year's allocation. HUD typically will announce actual allocations before May 7, 2019 so that the Annual Action Plan can be updated before the final version is presented to the City Council.

Based on the estimated allocations combined with a carryover of funds from the prior year, the Community Development Department is anticipating a total availability of \$1,383,759 of CDBG funds and \$942,358 of HOME funds for FY 2019/2020. The following table breaks down the available federal resources:

RESOURCES	FY 19/20 Estimated Entitlement	Prior Year Balance	Estimated Program Income CDBG FY19/20 HOME FY18/19	FY19/20 Total Expected Resources
CDBG funds	\$920,486	\$106,273	\$357,000	\$1,383,759
HOME funds	\$422,358	\$370,000	\$150,000	\$942,358

A portion (15 percent) of the HOME funds are reserved by HUD for distribution to a Community Housing Development Organization (CHDO). A CHDO is defined as a private, non-profit, community-based, service organization that develops affordable housing in the local community. HUD procedures allow a set percentage of both HOME and CDBG funds to be allocated by the local jurisdiction for administrative costs.

Attachment A ("Funding Proposals Summary") details how the proposed distribution of estimated HUD funds and local funds to provide public services and support affordable housing options. The Public Service Agencies identified in the proposed distribution are currently under a 2-year contract with the City to provide such services. Fiscal Year 2019/2020 will be the second year of the contract. Note that previously the City made the decision to provide funding for one of the Public Service Agencies using the General Fund as the total requested by Public Service Agencies exceeded the amount of HUD funds available for distribution.

HUD requires local jurisdictions to include contingency language in the Annual Action Plan to address differences between the estimated amounts and the final allocation amounts. The draft Annual Action Plan includes the following contingency provisions that align with the ConPlan goals.

*Contingency Provision for CDBG:*

1. If the total of HUD's allocation and the FY 2018/2019 program income is over \$100,000 more than what is estimated, \$15,000 will be used to fund the one agency that is proposed to be funded with General Fund dollars; thus, freeing up those General Fund dollars. Any balance above \$100,000 will be used to fund the Neighborhood Conservation & Improvement Program (NCIP).
2. If the total of HUD's allocation and the FY 2018/2019 program income is less than \$100,000, but more than what is estimated, the excess funds will be used to fund NCIP.
3. If the total of HUD's allocation is less than the estimated amount, funding for the NCIP program would be reduced. If the decrease should result in the lowering of the Public Service Cap, negotiations would occur with the public service agencies to determine which agency (ies) would have their funding reduced.
4. One public service agency is proposed to be funded with City General Funds in the amount of \$15,000. If General Funds are not approved in the City's budget process, funding for all programs and agencies will be reassessed and funded in accordance to the Public Service Cap. If this Action Plan is approved by HUD prior to the approval of general funds, an amendment to the Annual Action Plan will be completed.

*Contingency Provision for HOME:*

1. If the total of HUD's allocation is more than the estimated amount, the difference - after the CHDO set-aside and Program Administration are recalculated - will go to fund the Tenant Based Rental Assistant (TBRA) program.
2. If the total of HUD's allocation is less than the estimated amount, the difference - after the CHDO set-aside and Program Administration are recalculated - will reduce funding for TBRA.

Staff is recommending that the City Council direct staff to publish the 2019/2020 Draft Annual Action Plan for 30 days to receive public comment.

### **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 estimated entitlement amounts for FY 2019/2020 are \$1,383,759 in CDBG resources and \$942,358 in HOME funds. This proposed allocation of the City's available CDBG and HOME grant and program income funds would be used to support the goals set forth in the City's Consolidated Plan.

In addition, the FY 2019/2020 Recommended Operating Budget will include a \$15,000 one-time General Fund allocation to fund one of the Public Service Agencies as the total requested by Public Service Agencies exceeded the amount of HUD funds available for distribution.

The combined (CDBG and HOME) FY 2019/2020 federal entitlement grants and a one-time General Fund allocation are assumed in the development of the upcoming FY 2019/2020 and 2020/2021 Biennial Budget.

### **COORDINATION**

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

### **PUBLIC CONTACT**

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

Preparation of the draft AAP follows a procedure determined by HUD and has included two public hearings to identify community needs and objectives, and to review priorities for the City's HUD funding allocations. The first public hearing is the March 26, 2019 Council Meeting, and the second will be the May 7, 2019 City Council meeting. Comments made at the two public hearings will be noted in the final AAP.

The AAP will also be made available for public review and comment for a 30 day period. Noticing of the 30-day public comment period will be published on March 6, 2019 in The Santa Clara Weekly. The draft AAP will also be made available on the City's website, and at public locations including the City Clerk's Office, the Housing and Community Services Division, and City libraries. Notification of the availability of the draft AAP will also be emailed to interested parties which include local nonprofit agencies.

**ALTERNATIVES**

1. Approve the 2019/2020 Draft Annual Action Plan, and direct staff to incorporate all public comments into the final version, which shall be presented to City Council on May 7, 2019.
2. Any other Council direction.

**RECOMMENDATION**

Approve the FY 2019/2020 Draft Annual Action Plan, and direct staff to incorporate all public comments into the final version, which shall be presented to City Council on May 7, 2019.

Reviewed by: Andrew Crabtree, Director of Community Development

Approved by: Deanna J. Santana, City Manager

**ATTACHMENTS**

1. Attachment A ("Funding Proposals Summary")
2. 2019 Annual Action Plan (FY 2019/2020) DRAFT

**CITY OF SANTA CLARA**  
**FISCAL YEAR 2019-2020 CDBG/HOME ALLOCATION**  
**Funding Proposals Summary**

<b>TOTAL EXPECTED RESOURCES</b>	<b>FY 19-20 Estimated Entitlement</b>	<b>Prior Year Balance</b>	<b>Estimated PI CDBG FY19-20 HOME FY18-19</b>	<b>FY 19-20 Total Expected Resources</b>
Community Development Block Grant (CDBG)	\$920,486	\$186,854	\$357,000	\$1,464,340
Home Investment Partnership Program (HOME)	\$422,358	\$625,202	\$200,000	\$1,247,560

<b>#</b>	<b>Program Administration</b>	<b>Allowable Administrative</b>	<b>Staff Recommendation</b>
1A	CDBG Administration (from allocation)	maximum 20%	\$184,097
1B	CDBG Administration (from PI)	maximum 20%	\$71,400
1C	HOME Administration (from allocation)	maximum 10%	\$42,235
1C	HOME Administration (from PI)	maximum 10%	\$10,000

<b>CDBG Funds Available for Public Service Requests</b>	<b>Estimated Funds Available</b>
CDBG Entitlement Funds Available	\$920,486
FY 18/19 Anticipated Program Income	\$456,200
CDBG Funds Available for Public Services	\$206,502

<b>#</b>	<b>Public Service Agency</b>	<b>Funding Requested (CDBG)</b>	<b>Funding Requested (HOME)</b>	<b>Staff Recommendation</b>
1	Bill Wilson Center Individual/ Couple & Family Therapy/School Outreach Counseling	\$45,000	XXX	\$ 45,000
2	Catholic Charities Ombudsman Long-Term Care Ombudsman Program	\$10,000	XXX	\$ 10,000
3	Santa Clara Senior Center Senior Nutrition Program	\$24,000	XXX	\$ 24,000
4	Young Women's Christian Association (YWCA) Domestic Violence Support Services	\$15,000	XXX	\$ 15,000
5	Heart of the Valley Volunteer Coordinator Support and Transportation Subsidy	\$10,000	XXX	\$ 10,000
6	St. Justin Community Ministry Food Assistance for Needy	\$17,500	XXX	\$ 17,500
7	Next Door Solutions Crisis and Support Services for Victims of Domestic Violence	\$20,000	XXX	\$ 20,000
8	Bill Wilson Center Family Advocacy Services	\$35,000	XXX	\$ 35,000
9	Senior Adult Legal Assistance (SALA) Legal Assistance to Elders	\$15,000	XXX	\$ 15,000
10	Live Oak Adult Day Services	\$15,000	XXX	\$ 15,000
Public Service Total:		\$206,500		\$ 206,500

<b>#</b>	<b>Public Service Agency</b>	<b>Funding Requested (CDBG)</b>	<b>Funding Requested (HOME)</b>	<b>Alternative Funding (General Funds)</b>
11	Silicon Valley Independent Living Center (SVILC) Housing Program for Persons with Disabilities	\$15,000	XXX	\$15,000
Public Services Total:		\$15,000	XXX	\$15,000

<b>#</b>	<b>City Housing Programs</b>	<b>Funding Requested (CDBG)</b>	<b>Funding Requested (HOME)</b>	<b>Staff Recommendation</b>
12	Neighborhood Conservation & Improvement Program (NCIP)	\$952,343	XXX	\$952,343
13	Rebuilding Together Silicon Valley - Minor Repair Program	\$50,000	\$0	\$50,000
14	Tenant Based Rental Assistance Program	XXX	\$1,131,972	\$1,131,972
15	Affordable Rental Housing (Acq./New Dev./Rehab.)	XXX	\$0	\$0
16	Community Housing Development Organization (CHDO)	XXX	\$63,353	\$63,353
City Housing Programs Total:		\$1,002,343	\$1,195,325	\$2,197,668

<b>#</b>	<b>Budget Summary</b>	<b>CDBG</b>	<b>HOME</b>	<b>Total</b>
1	Program Administration	\$255,497	\$52,235	\$307,732
2	Public Service Agency	\$206,500	\$0	\$206,500
3	City Housing Programs	\$1,002,343	\$1,195,325	\$2,197,668
HUD Budget Total:		\$1,464,340	\$1,247,560	\$2,711,900





# ANNUAL ACTION PLAN

PROGRAM YEAR 2019-2020

OF THE  
COMMUNITY DEVELOPMENT BLOCK  
GRANT (CDBG) PROGRAM

AND THE  
HOME INVESTMENT PARTNERSHIP PROGRAM  
(HOME)

Prepared by  
Housing and Community Services Division,  
Community Development Department  
*1500 Warburton Ave,  
Santa Clara, CA 95050  
(408) 615-2490*

City Submission Date to HUD: by May 15, 2019

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## AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

### **1. Introduction**

The City of Santa Clara (City) is a Lead Agency for the United States Department of Housing and Urban Development (HUD) entitlement programs. The City's Housing and Community Services Division is responsible for the administration of HUD Entitlements which includes the Community Development Block Grant Program (CDBG) and Home Investment Partnerships Program (HOME). By federal law, each Lead Agency is required to submit to HUD a Five-Year Consolidated Plan listing the Agency's priorities and strategies for the use of federal funds. The City anticipates receiving grants for approximately \$5,059,865 in CDBG funds and \$2,617,200 in HOME funds for the 2015-2020 Five Year Consolidated Plan period.

The Five Year Consolidated Plan acts as a guide to how the City will use its federal funds to meet the housing and community development needs of its population. In preparation of the 2015-2020 Consolidated Plan, the City worked collaboratively with the County of Santa Clara (County) and other entitlement jurisdictions in the County to identify and prioritize housing and housing-related needs across the region, and strategies to meet those needs. The City's Five Year Consolidated Plan includes an analysis of the jurisdiction's market, affordable housing and community development conditions.

In addition to the Five Year Consolidated Plan, the City is required to submit an Annual Action Plan that identifies how annual funding allocations will help meet the Five Year Consolidated Plan goals.

Finally, at the end of the program year, the City is required to submit to HUD its Consolidated Annual Performance Evaluation Report (CAPER). This report details to HUD the City's performance on its Annual Action Plan.

### **Needs Assessment Overview**

The County lies within the Silicon Valley, an area known for its technological enterprise, wealth and proximity to the San Francisco Bay Area. It is a region of high socio-economic stratification, containing many of the wealthiest households in the nation and yet simultaneously one of the least affordable places to live, with 42 percent of residents experiencing housing cost burden.<sup>1</sup> The region boasts the highest national median household income at \$90,737 and is the third-most expensive rental market in the U.S.<sup>2</sup>

These statistics highlight a widening gap between the highest earners and the middle and lower income population within the region. Many lower income residents struggle with severe housing costs driven by a tight and competitive housing market that caters to the demands of the highest earning households, driving up the cost of for-sale and rental housing units. In order to maintain housing affordability and meet the needs of a diverse and growing population, the jurisdictions within the County must work to preserve and expand the supply of housing for all income levels. This will be critical to maintaining the wellbeing and economic prosperity of the region.

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<sup>1</sup> 2011-2015 Comprehensive Housing Affordability Strategy ("CHAS") data

<sup>2</sup> National Low Income Housing Coalition. "Out of Reach." 2018. [https://nlihc.org/sites/default/files/oor/OOR\\_2018.pdf](https://nlihc.org/sites/default/files/oor/OOR_2018.pdf)

The City of Santa Clara, situated in the northern area of the County, is home to approximately 124,600. The City covers 18 square miles and is located in the center of Silicon Valley. The surge in high paying jobs within the area makes it critical to maintain affordable housing opportunities for residents who do not have the skills to qualify for these new jobs and ensure that they are not left behind – and placed at risk of homelessness – in this period of growth. The City is tasked both with determining the areas of greatest need and those in which community investment can have the most impact given the limited resources available. To adequately address the City's community needs and support its thriving economy, the City has identified and assessed the areas that could benefit the most from federal investment through the U.S. Department of Housing and Urban Development (HUD).

## **2. Summary of the objectives and outcomes identified in the Plan**

- **Affordable Housing Support.** Affordable housing for low income and special needs households. Includes funding affordable developments, rent subsidies, and rehabilitation of single and multi-family housing.
- **Public Services.** Support activities that provide basic needs to lower income households and special needs populations.
- **Homelessness.** Support activities to end homelessness including rental assistance, 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.
- **Economic Development.** Support economic development programs and activities that strengthen neighborhoods. Targeted to the residents and businesses in the low income Census Blocks of the El Camino Real Focus Area and to low income jobs.
- **Public Facilities.** Improve accessibility for persons with physical disabilities by identifying and repairing intersections for accessibility, mostly through curb cuts and through the retrofit of City Hall premises.

## **3. Evaluation of past performance**

The City is on pace to meet or exceed eight of their ten goals stated in its Five-Year Consolidated Plan. According to the 2017 Consolidated Annual Performance Report (CAPER), the last full year in which data is available, the City met many of its annual goals such as:

- 1) Addressing homelessness through Tenant Based Rental Assistance (TBRA);
- 2) Providing Fair Housing services to Santa Clara residents;
- 3) Delivering public services through its nonprofit partners; and
- 4) Improvement of public facilities through focused accessibility and public works projects.

Due to the cost of development in the City of Santa Clara, and the lack of non-profit developers developing within the City, Santa Clara has struggled to meet its Community Housing Development Organization (CHDO) commitment and expenditures. Further, HOME regulations enacted in 2013 regarding Grant-Based Accounting and the definition of "commitment" as it relates to when CHDO funds can be committed, have only increased the challenge of using CHDO set-aside funds expeditiously. The City of Santa Clara will continue to reach out to non-profit developers and non-profit service providers to acquire a CHDO.

#### **4. Summary of citizen participation process and consultation process**

During the development of the 2019-2020 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.* Two community outreach meetings were held prior to the drafting of the Annual Action Plan. The first meeting was held at the City Hall cafeteria on December 13, 2018 from 6:00 – 7:00pm, in which 8 people attended, and the second was held at the Central Branch Library on December 14, 2018 from 10:30 – 11:30am in which 11 people attended. These meetings were advertised online on the City's website and Facebook site, Next Door app, via email-blast to area nonprofits, and flyers placed in the council chambers, libraries, and city offices.

*Public Hearings.* Two public hearings took place for the Annual Action Plan. The first Hearing took place on March 26, 2019 at the regularly scheduled City Council Meeting. This Hearing satisfied the Citizen Participation Plan's need to hold at least one meeting during the drafting phase of the Annual Action Plan, and provide the public another opportunity to provide input apart from the two community meetings. The second Hearing took place on May 7, 2019 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, emails to non-profits, and to members of the public which were identified during the 2015-2020 Annual Action Plan process. The noticing adhered to the City's Citizen Participation Plan requirements.

#### **5. Summary of public comments**

During the public outreach meetings for the 2019-2020 Annual Action Plan, City staff reviewed the 2015-2020 Consolidated Action Plan process, the Plan's needs and goals, and explained how the 2019-2020 Annual Action Plan's programs and activities would support the Consolidated Action Plan. City staff also included an exercise where meeting participants would be able to spend "HUD Bucks" in a manner similar to how the funds are allocated. The following is a summary of the feedback received on services and projects that the attendants viewed as most necessary:

- Top Requested Public Services: Homeless Services, Senior Services, and Youth Services.
- Top Requested CDBG Capital Improvements: Home Rehabilitation (NCIP), Traffic Calming, and City Facilities.
- Top Requested HOME Affordable Housing Options: TBRA, Homeless Families, Senior Housing.

Finally, a community survey was posted for 30 days from December 13, 2018 to January 13, 2019 on the City's OpenGov website for the purpose of gathering community input on the types of public services, housing, and programs the community felt were of greatest need. There were 88 views of the survey, and 21 people responded to the survey. The following summarizes the results of the survey:

- Top 5 services: Homeless Services, Fair Housing Services, Mental Health Services, Health Services, and Senior Services
- Top 3 capital projects: Home Rehabilitation (NCIP), Traffic Calming, Street Improvements.

- Top 4 types of affordable housing options: Rental Construction, For-Sale Housing, and Home Rehabilitation (NCIP), and TBRA.
- Top 3 populations most in need of affordable housing: Homeless Families, Homeless Veterans, and Seniors.

The Final Draft Annual Plan will be available for public comment beginning April 4, 2019 through May 7, 2019. Notice of the Draft Annual Action Plan's availability will be published in the local newspaper, emailed to interest groups, and posted in the City Manager's weekly blog. A draft will be available on the City's website, and at City Hall, and City libraries.

## **6. Summary of comments or views not accepted and the reasons for not accepting them**

None.

### **PR-05 Lead & Responsible Agencies – 91.200(b)**

#### **Agency/entity responsible for preparing/administering the Consolidated Plan**

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

**Table 1 – Responsible Agencies**

<b>Agency Role</b>	<b>Name</b>	<b>Department/Agency</b>
CDBG Administrator	SANTA CLARA	Community Development
HOME Administrator	SANTA CLARA	Community Development

#### **Consolidated Plan Public Contact Information**

Andrew Crabtree, Director of Community Development,  
ACrabtree@santaclaraca.gov  
408-615-2451

## AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

### **1. Introduction**

**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))**

During the development of the 2015-2020 Consolidated Plan, a Regional Needs Survey was conducted to solicit input from residents and workers in the region. Respondents were informed that participating jurisdictions were updating their respective Consolidated Plans for federal funds that primarily serve low- and moderate-income (LMI) residents and areas. The Regional Needs Survey polled respondents about the level of need in their respective neighborhoods for various types of improvements that could be addressed by entitlement funds.

A total of 1,472 survey responses were obtained from September 19, 2014 to November 15, 2014, including 1,078 surveys collected electronically and 394 collected via print surveys.

The Entitlement Jurisdictions held three regional public forums to identify housing and community development needs and priorities for the next five years. The public forums were conducted as part of a collaborative regional approach to help the participating jurisdictions make data-driven, place-based investment decisions for federal funds. Seventy-six (76) people attended the regional forums, including community members, service providers, nonprofit representatives, and interested stakeholders.

Approximately 4,847 entities, organizations, agencies, and persons were directly engaged via outreach efforts and asked to share materials with their beneficiaries, partners, and contacts. These stakeholders were also encouraged to promote attendance at the public forums and to solicit responses to the Regional Needs Survey. Stakeholder engagement included phone calls, targeted emails, newsletter announcements, social media posts, and personalized requests from staff of the Entitlement Jurisdictions. Each participating jurisdiction also promoted the regional forums and regional survey links on their respective websites and announced the Consolidated Plan process through electronic mailing lists. Outreach materials and the survey links (including materials in Spanish) were emailed to over 4,000 entities, organizations, and persons. Approximately 1,225 printed flyers providing public notice about the regional forums were distributed throughout the County at libraries, recreation centers, community meeting locations, and organizations benefiting LMI residents and areas. These flyers were available in English and Spanish. Print newspaper display ads also were posted in the Gilroy Dispatch (English), Mountain View Voice (English), El Observador (Spanish), La Oferta (Spanish), Thoi Bao (Vietnamese), Philippine News (Tagalog), World Journal (Chinese) and San Jose Mercury News (English). In addition, an online display ad was placed in the San Jose Mercury News to reach readers electronically.

**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's 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 County's Office of Supportive Housing serves as the Collaborative Applicant for the CoC, and is responsible for implementing by-laws and protocols that govern the operations of the CoC. The Office of Supportive Housing is also responsible for ensuring that the CoC meets the requirements outlined under the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH).<sup>34</sup>

In the winter of 2015, Destination: Home and the CoC released a Community Plan to End Homelessness in Santa Clara County (the Plan), which outlines a roadmap for community-wide efforts to end homelessness in the County by 2020. The strategies and action steps included in the Plan were informed by members who participated in a series of community summits designed to address the needs of homeless populations from April to August 2014. The Plan identifies strategies to address the needs of homeless persons in the County, including chronically homeless individuals and families, families with children, veterans, and unaccompanied youth. Additionally, it also intended to address the needs of persons at risk of homelessness.

To address the needs of homeless individuals and individuals at risk of homelessness, the Plan aims to implement the following strategies:<sup>5</sup>

- Disrupt systems: Develop disruptive strategies and innovative prototypes that transform the systems related to housing homeless people.
- Build the solution: Secure the right amount of funding needed to provide housing and services to those who are homeless and those at risk of homelessness.
- Serve the person: Adopt an approach that recognizes the need for client-centered strategies with different responses for different levels of need and different groups, targeting resources to the specific individual or household.

Over the next five years, the Plan seeks to identify approximately 6,000 new housing opportunities for the homeless, intending to house 2,518 homeless individuals, 718 homeless veterans, and more than 2,333 children, unaccompanied youth, and homeless individuals living with families.

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<sup>3</sup> County of Santa Clara. "Housing Element 2015-2022." 2014.

[http://www.sccgov.org/sites/planning/PlansPrograms/GeneralPlan/Housing/Documents/HE\\_2015\\_Adopted\\_Final.pdf](http://www.sccgov.org/sites/planning/PlansPrograms/GeneralPlan/Housing/Documents/HE_2015_Adopted_Final.pdf)

<sup>4</sup> Santa Clara County. "Continuum of Care Governance Charter." 2013.

<sup>5</sup> Santa Clara County CoC. "Community Plan to End Homelessness in Santa Clara County 2015-2020." 2014.



On February 23, 2016, the Santa Clara City Council, in response to a request from the Cities Association of Santa Clara County for support in regional coordination towards addressing homelessness and the housing needs of our communities, adopted a resolution to endorse the Community Plan to End Homelessness in Santa Clara County. In August 2016, the CoC Board submitted a request to HUD of \$20.5 million to fund various non-profit agencies within Santa Clara County.

Much of the effort described in the Community Plan relates to the work of various county agencies that provide health care, housing, social services, corrections, and related services. Participating cities will most likely be involved with Build the Solution strategy, which relates to development of affordable housing units through various methods. Such methods include development of new permanent supportive housing (PSH) units, rehabilitation or retrofitting of existing housing or other structures (e.g., motels) into new affordable units, and use of long-term subsidies such as rental vouchers to make existing market-rate or affordable housing more affordable for homeless or at-risk households.

The City has already funded and implemented efforts related to "Building the Solution" for a number of years, including the City's HOME-funded Tenant Based Rental Assistance (TBRA) program for homeless and at-risk households, and supportive housing projects such as Homesafe Santa Clara, Sobrato Family Living Center, Bill Wilson Center and Silicon Valley Independent Living Center. 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 consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS**

The City is not an ESG entitlement jurisdiction.

**2. Describe agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities.**

**Table 2 – Agencies, groups, organizations who participated**

1	<b>Agency/Group/Organization</b>	Bill Wilson Center
	<b>Agency/Group/Organization Type</b>	Housing Services Children Services-homeless
	<b>What section of the Plan was addressed by Consultation?</b>	Homelessness Needs – Unaccompanied youth Non-Homeless Special Needs
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Attended the February 26, 2018 CAC meeting to present their proposals for the PY 2018-2019.  Attended the March 20, 2018 City Council meeting to present their proposals, and support the staff's recommendations.
2	<b>Agency/Group/Organization</b>	SANTA CLARA UNIFIED SCHOOL DISTRICT
	<b>Agency/Group/Organization Type</b>	Services-Education
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs – Families with children Homelessness Needs – Unaccompanied youth
	<b>How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Attended the February 26, 2018 CAC meeting to support one of Bill Wilsons' proposed programs for the PY 2018-2019.  Attended the March 20, 2018 City Council meeting to present their proposals, and support the staff's recommendations.

3	<b>Agency/Group/Organization</b>	YWCA of Silicon Valley
	<b>Agency/Group/Organization Type</b>	Services-Victims of Domestic Violence
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment, Homeless Needs – Families with children Non-Homeless Special Needs
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Attended the February 26, 2018 CAC meeting to present their proposals for the PY 2018-2019.  Attended the March 20, 2018 City Council meeting to present their proposals, and support the staff's recommendations.
4	<b>Agency/Group/Organization</b>	Catholic Charities SCC, Long Term Care Ombudsman
	<b>Agency/Group/Organization Type</b>	Services-Elderly Persons Services-Persons with Disabilities
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Attended the February 26, 2018 CAC meeting to present their proposals for the PY 2018-2019.  Attended the March 20, 2018 City Council meeting to present their proposals, and support the staff's recommendations.
5	<b>Agency/Group/Organization</b>	Next Door Solutions to Domestic Violence
	<b>Agency/Group/Organization Type</b>	Housing Services – Victims of Domestic Violence
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs – Families with children, Non-Homeless Special Needs
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Attended the February 26, 2018 CAC meeting to present their proposals for the PY 2018-2019.  Attended the March 20, 2018 City Council meeting to present their proposals, and support the staff's recommendations.

6	<b>Agency/Group/Organization</b>	Santa Clara Senior Center – Nutrition Program
	<b>Agency/Group/Organization Type</b>	Services – Seniors
	<b>What section of the Plan was addressed by Consultation?</b>	Public Service activities other than LMI Housing
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Attended the March 20, 2018 City Council meeting to present their proposals, and support the staff's recommendations.
7	<b>Agency/Group/Organization</b>	Heart of the Valley
	<b>Agency/Group/Organization Type</b>	Services – Seniors
	<b>What section of the Plan was addressed by Consultation?</b>	Public Service activities other than LMI Housing
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Attended the February 26, 2018 CAC meeting to present their proposals for the PY 2018-2019. Attended the March 20, 2018 City Council meeting to present their proposals, and support the staff's recommendations.
8	<b>Agency/Group/Organization</b>	Abode Services
	<b>Agency/Group/Organization Type</b>	Homeless Needs – Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs – Families with children
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Staff met with Abode Services (TBRA administrator) to discuss 2018-2019 improvements to the TBRA program; specifically focusing on families with children.
9	<b>Agency/Group/Organization</b>	County of Santa Clara Office of Supportive Housing
	<b>Agency/Group/Organization Type</b>	Homeless Needs – Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs – Families with children
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Staff met with the County's COC to discuss 2018-2019 improvements to the TBRA program; specifically focusing on families with children.

**Identify any Agency Types not consulted and provide rationale for not consulting**

Not applicable

## Other local/regional/state/federal planning efforts considered when preparing the Plan

**Table 3 – Other local / regional / federal planning efforts**

<b>Name of Plan</b>	<b>Lead Organization</b>	<b>How do the goals of your Strategic Plan overlap with the goals of each plan?</b>
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	Santa Clara County HIV Planning Council for Prevention and Care	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.
Community Plan to End Homelessness in Santa Clara	Destination Home	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.

## AP-12 Participation – 91.105, 91.200(c)

### **1. Summary of citizen participation process/Efforts made to broaden citizen participation**

The City's outreach efforts to obtain community input included two community meetings, two public hearings before City Council, and a community-wide survey. The community survey was new to the efforts in gaining community input in the creation of the Annual Action Plan. The table below summarizes the results of the City's efforts.

**Table 4 – Citizen Participation Outreach**

<b>CDBG/ HOME Funding Cycle Activity</b>	<b>Mode of Outreach</b>	<b>Target Of Outreach</b>	<b>Summary of Response/ Attendance</b>	<b>Summary of Comments Received</b>	<b>Summary of comment not accepted and reason</b>	<b>URL (If applicable</b>
<p><i>Community Outreach Meetings</i> held prior to the drafting of the Annual Action Plan.</p> <p>Meeting #1 held in the evening hours at the City Hall cafeteria; 12/13/2018</p> <p>Meeting #2 held in the morning hours at the Main Library; 12/13/2018</p>	<p>Meetings were noticed via email blast to 245 people who work for local area non-profits. The City requested that they share the notice and participate in the meeting</p> <p>Also posted on the Housing &amp; Community Services webpage, the City's Facebook page, and local NextDoor apps.</p>	<p>Broad community outreach to all members of the public and targeted outreach to service providers</p>	<p>8 people attended the first meeting, and 12 people attended the second meeting.</p>	<p><u><i>Top Requested Public Services:</i></u></p> <ol style="list-style-type: none"> <li>1. Homeless</li> <li>2. Senior</li> <li>3. Youth</li> </ol> <p><u><i>Top Requested CDBG Capital Improvements:</i></u></p> <ol style="list-style-type: none"> <li>1. Home Rehabilitation (NCIP),</li> <li>2. Traffic Calming, and City Facilities.</li> </ol> <p><u><i>Top Requested Affordable Housing Needs:</i></u></p> <ol style="list-style-type: none"> <li>1. TBRA,</li> <li>2. Homeless Families,</li> <li>3. Senior Housing.</li> </ol>	N/A	

CDBG/ HOME Funding Cycle Activity	Mode of Outreach	Target Of Outreach	Summary of Response/ Attendance	Summary of Comments Received	Summary of comment not accepted and reason	URL (If applicable
<p><i>Community Survey:</i></p> <p>Online survey available from December 13, 2018 to January 13, 2019.</p>	Advertised online, in the City Manager blog, the City's Facebook page, and emailed to local area non-profits	Broad community outreach to all members of the public and targeted outreach to service providers	Received 23 responses.	<p><u>Top Requested Public Services:</u></p> <ol style="list-style-type: none"> <li>1. Homeless</li> <li>2. Fair Housing</li> <li>3. Mental Health</li> </ol> <p><u>Top Requested Capital Improvement Projects:</u></p> <ol style="list-style-type: none"> <li>1. Home Rehab. (NCIP)</li> <li>2. Traffic Calming</li> <li>3. Street Impr.</li> </ol> <p><u>Top Requested Affordable Housing Needs:</u></p> <ol style="list-style-type: none"> <li>1. Rental</li> <li>2. For-Sale Housing,</li> <li>3. Home Rehab. (NCIP),</li> <li>4. TBRA.</li> </ol> <p><u>Top 3 populations most in need of affordable housing:</u></p> <ol style="list-style-type: none"> <li>1. Homeless Families,</li> <li>2. Homeless Vets</li> <li>3. Seniors.</li> </ol>	N/A	

CDBG/ HOME Funding Cycle Activity	Mode of Outreach	Target of Outreach	Summary of Response/ Attendance	Summary of Comments Received	Summary of comment not accepted and reason	URL (If applicable
Public Hearings for Annual Action Plan:  March 26, 2019  May 7, 2019	Newspaper ad, Website posting, Emails to nonprofits and members of the public interest list created	Broad community outreach to all members of the public and targeted outreach to service providers and grant recipients	TBD	TBD	None	<a href="http://www.santaclaraca.gov/government/council-meetings/view-online-meetings">http://www.santaclaraca.gov/government/council-meetings/view-online-meetings</a>
Draft Annual Plan Circulation	Newspaper ad, Website posting, Emails to nonprofits and members of the public interest list	Broad community outreach to all members of the public and targeted outreach to service providers and grant recipients	TBD	TBD	N/A	<a href="http://santacclaraca.gov/government/departments/city-manager/using-community-services-division">http://santacclaraca.gov/government/departments/city-manager/using-community-services-division</a>



## AP-15 Expected Resources – 91.220(c) (1, 2)

### **Introduction**

The City of Santa Clara is estimating the following federal and local funding resources for the 2019 Program Year (PY):

### **FEDERAL**

**CDBG Funds:** The total amount of CDBG resources expected is \*\$1,464,340. This is made up of the City's annual CDBG 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 CDBG projects). The sources are broken out as such:

- Estimated Entitlement Funds               \*\$920,486
- Estimated Prior Year Balance           \*\$186,854
- Estimated 18/19 Program Income       \*\$357,000

**HOME Funds:** The total amount of HOME resources expected is \*\$1,247,560. This is made up of the City's 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 sources are broken out as such:

- Estimated Entitlement Funds               \*\$422,358
- Estimated Prior Year Balance           \*\$625,202
- Estimated 18/19 Program Income       \*\$200,000
  - HOME Program Income (2019). The City estimates it will receive \$100,000 in PI in the 2019-2020 Program Year. Ten percent; or \$10,000 will be programmed in this 2019 Annual Action Plan for administrative costs as allowed by HOME regulations. The other 90% (\$90,000) will be programmed in the 2020 Annual Action Plan.

For PY2018, the City anticipates that it will leverage approximately \*\$522,000 in new local match.

### **LOCAL**

The HOME match requirement will be met through the waiving of property taxes for the City's past HOME-funded multi-family developments. The City anticipates that it will leverage approximately \*\$315,000 with local funds for programs and activities also funded with federal funds. The local funds are as follows:

General Funds: The total amount of General Funds expected to be made available is \*\$15,000

City Affordable Housing Funds: The total amount of City Affordable Housing Funds expected to be made available is \*\$160,000

Successor Housing Agency Program Income: The total amount of Successor Housing Agency Program Income funds expected to be made available is \*\$140,000.

## **CONTINGENCY PROVISIONS**

The following details what would occur if HUD funding is less/more than what is being estimated. The purpose of the Contingency Language section is so that the AAP would not need to go back before council to approve minor adjustments.

### *Contingency Provision for CDBG:*

1. If the total of HUD's allocation and the 18/19 program income is over \$100,000 more than what is estimated, \$15,000 will be used to fund the one agency that is funded with General Fund dollars; thus, freeing up those General Fund dollars. Any balance above \$100,000 will be used to fund the Neighborhood Conservation & Improvement Program (NCIP).
2. If the total of HUD's allocation and the 18/19 program income is less than \$100,000, but more than what is estimated, the excess funds will be used to fund NCIP.
3. If the total of HUD's allocation is less than the estimated amount, funding for the NCIP program would be reduced. If the decrease should result in the lowering of the Public Service Cap, negotiations would occur with the public service agencies to determine which agency(ies) would have their funding reduced.
4. One public service agency is proposed to be funded with City General Funds in the amount of \$15,000. If General Funds are not approved in the City's budget process, funding for all programs and agencies will be reassessed and funded in accordance to the Public Service Cap. If this Action Plan is approved by HUD prior to the approval of general funds, an amendment to the Annual Action Plan will be completed.

### *Contingency Provision for HOME:*

1. If the total of HUD's allocation is more than the estimated amount, the difference – after the CHDO set-aside and Program Administration are recalculated – will go to fund the Tenant Based Rental Assistant (TBRA) program.
2. If the total of HUD's allocation is less than the estimated amount, the difference – after the CHDO set-aside and Program Administration are recalculated – will reduce funding for TBRA.

**Table 5 - Expected Resources – Priority Table**

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 3				Expected Amount Available Remainder of ConPlan	Narrative Description
			Annual Allocation	Program Income	Prior Year Resource	Total:		
			\$	\$	\$	\$	\$	
CDBG	Public-Federal	Acquisition, Admin and Planning, Economic Development, Housing, Public Improvements, Public Services	*920,486	*186,854	*357,000	*1,464,340	0	Admin. and Planning activities, Homeowner rehab and accessibility retrofit. Rehab of low income multifamily properties. Public services targeted to low income and special needs households. Public infrastructure made accessible.
HOME	Public-Federal	CHDO and regular HOME rental projects, such as property acquisition, new const., and/or rehabilitation.  Homebuyer assistance.  Homeowner Rehabilitation  TBRA	*422,358	*200,000	*625,202	\$1,247,560	0	Admin. and Planning for HOME programs and activities.  It's estimated that the City will receive \$100,000 in Program Income (PI) during the Program Year (PY) 19/20. 10% will be programmed and used for administrative purposes. If 19/20 PI exceeds \$100,000, the City will continue using 10% for admin. costs. The remaining 90% of 19/20 PI will be programmed in the 20/21 AAP.  Of the *\$625,202 of prior year resources, approximately *\$200,000 is 18/19 program income, approximately \$370,202 are prior year entitlement funds that were unprogrammed when PI replaced committed entitlement dollars, and approximately \$255,000 are funds that will be deobligated from TBRA and re-obligated back to TBRA in the new program year.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 3				Expected Amount Available Remainder of ConPlan	Narrative Description
			Annual Allocation	Program Income	Prior Year Resource	Total:		
			\$	\$	\$	\$		
General Fund	Public-Local	Public Services	15,000	0	0	15,000	0	Silicon Independent Living Center
			22,197					Fair Housing Services (Project Sentinel)
			72,803					Tenant-landlord dispute resolution services.
			\$5,000					United Way of Bay Area 211 info and referral services.
City Affordable Housing Fund (CAHF)	Public-Local	Acquisition, Admin and Planning, Homebuyer assistance, Homeowner rehab, Multifamily rental-new construction, Multifamily rental-rehab, New construction for ownership, TBRA	1,313,307	0	0	1,313,307	n/a	<p>*\$838,307 for first-time homebuyer down payment assistance for Below Market Purchase Program (BMP) which targets moderate income homebuyers and admin costs for BMP program.</p> <p>*\$200,000 for Multi-family Energy Rehabilitation.</p> <p>\$160,000 will supplement services in the City's expanded TBRA program.</p> <p>\$115,000 will fund case management services for chronically homeless individuals and families, leveraging housing subsidies from the County's Office of Supportive Housing.</p>

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 3				Expected Amount Available Remainder of ConPlan	Narrative Description
			Annual Allocation	Program Income	Prior Year Resource	Total:		
			\$	\$	\$	\$		
Successor Housing Agency Program Income	Public-Local	Acquisition Admin and Planning Housing Multifamily rental new construction Multifamily rental rehab Public Services TBRA	200,000	0	0	200,000	0	<p>\$110,000 will fund case management services for chronically homeless individuals and families, leveraging housing subsidies from the County's Office of Supportive Housing.</p> <p>\$140,000 will provide services to leverage the TBRA rental subsidy program for homeless individuals and families carried out by Abode Services per contract with the City.</p> <p>\$50,000 will be used for administration of the City's affordable housing programs.</p>
Land Held for Develop.	Public-Local	Admin and Planning, Homebuyer assistance, Housing Multifamily rental and home ownership new construction.	12,000,000	0	0	12,000,000		Commitment of \$5.4 million from the City's Land Held for Development

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

Federal funds such as Section 8 housing choice vouchers, Veterans Administration Supportive Housing (VASH) housing subsidies for veterans, McKinney Act competitive funding for homeless services and housing, Emergency Solutions Grant (ESG) administered by San Jose, Housing Opportunities for Persons with AID (HOWPA) program administered by the Health Trust for all the jurisdictions in the county, and the Affordable Housing Program (AHP) from the Federal Home Loan Bank will augment local funds used to benefit homeless and other low-income residents. In most cases, the City would not be the applicant for such funding sources as many of these programs offer assistance to affordable housing developers or nonprofit service providers rather than to local jurisdictions.

The local match requirement for HOME funds (i.e., 25% of all disbursements in the program year) will come in the form of waived property taxes previously HOME-funded affordable housing developments, and City Affordable Housing Funds.

**If appropriate, describe publically 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) Fire Station #6 at 3575 De La Cruz Boulevard, and 3) Vacant land at 2330 Monroe Street.

The City entered into an Exclusive Negotiation Rights Agreement (ENA) with Core Affordable Housing, LLC on April 21, 2016 for the BAREC site. The City will conduct outreach to potential affordable housing developers for the other properties in the upcoming program year. The types of affordable units are yet to be determined with the exception of 165 senior affordable units at the BAREC site.

On December 7, 2017, the Housing and Community Services Division held a Community Engagement Meeting at City Hall to discuss plans for the future development of the City-owned site at 2330 Monroe Street. The RFP will be issued in April 2018 with a development award expected in July 2018.

On January 29, 2018, the Housing and Community Services Division held a Community Engagement Meeting at the Northside Library to discuss plans for the future development of the City-owned site at 3575 De La Cruz Boulevard. The RFP will be issued in April 2018 with a development award expected in July 2018.

## AP-20 Annual Goals and Objectives - 91.420, 91.220(c) (3) & (e)

**Table 6 – Goals Summary**

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Affordable Housing	2019	2020	Affordable Housing	Citywide	Affordable Housing	CDBG: *\$952,343 NCIP (includes Program Income)	Homeowner Housing Rehabilitated: 50 Household Housing Units
							HOME: *\$63,353 CHDO	1 CHDO-developed rental unit.
2	Public Services	2019	2020	Non-Homeless Special Needs	Citywide	Public Services	CDBG: *\$206,500  Gen. Funds: *\$15,000 (pending council approval)	Public service activities other than Low/Moderate Income Housing Benefit: *11,000 Persons Assisted
3	Homelessness	2019	2020	Homeless	Citywide	Homelessness	HOME: *\$1,131,972. This includes approx. *\$200,000 in PI and prior year EN funds.  Successor Housing Agency Program Income: \$140,000  City Affordable Housing Fund (CAHF): \$160,697	TBRA: 40 Households Assisted  TBRA staffing, Case management services  TBRA Staffing and administration
4	Fair Housing	2018	2019	Affordable Housing Non-Homeless Special Needs	Citywide	Fair Housing	HOME:\$0  CDBG: \$0  General Funds: \$22,197	Public service activities other than Low/Mod. Income Housing Benefit: 44 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Economic Development	2018	2019	Non-Housing Community Development	El Camino Real Focus Area	Economic Development	CDBG: \$0	Support economic development programs and activities that strengthen neighborhoods
6	Public Facilities	2018	2019	Non-Housing Community Development	Citywide	Public Facilities	CDBG: \$0	Public Facility or Infrastructure Activities other than Low/Mod. Income Housing Benefit: 0 Persons Assisted
7	Administration	2018	2019	Administration of CDBG and HOME programs	Citywide	n/a	CDBG: *255,497 HOME: *52,235	



**Table 7 – Goal Descriptions**

1	<b>Goal Name</b>	Affordable Housing
	<b>Goal Description</b>	Support affordable housing for low income and special needs households. Includes funding affordable housing developments, rent subsidies, rehabilitation of single and multi-family housing.
2	<b>Goal Name</b>	Public Services
	<b>Goal Description</b>	Support activities that provide basic needs to lower income households and special needs populations.
3	<b>Goal Name</b>	Homelessness
	<b>Goal Description</b>	Support activities to end homelessness including rental assistance, homeless prevention programs, case management, outreach activities and support of facilities.
4	<b>Goal Name</b>	Fair Housing
	<b>Goal Description</b>	Promote Fair Housing choice through funding informational and investigative services for tenants and landlords.
5	<b>Goal Name</b>	Economic Development
	<b>Goal Description</b>	Support economic development programs and activities that strengthen neighborhoods.
6	<b>Goal Name</b>	Public Facilities
	<b>Goal Description</b>	Improve accessibility for persons with physical disabilities by identifying and repairing intersections for accessibility, identifying and modifying accessibility barriers in public buildings.
7	<b>Goal Name</b>	Administration
	<b>Goal Description</b>	Provide management, planning and implementation of the City's CDBG and 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 2019-2020 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 of these activities are eligible for the indicated funding type based on federal regulations associated with these grants, and all of them meet one or more priority needs as identified through the City's citizen participation process.

**Table 8 – Project Information**

#	Project Name
1	Bill Wilson Center – Family Therapy/School Outreach/Grief Counseling
2	Catholic Charities – Long-Term Care Ombudsman Program
3	Santa Clara Senior Center – Senior Nutrition Program
4	YWCA - Services for Domestic Violence Survivors
5	Heart of The Valley
6	St. Justin Community Ministry – Food Assistance for Needy
7	Next Door Solutions – HomeSafe Santa Clara
8	Bill Wilson Center – Family Advocacy Services
9	Senior Adults Legal Assistance – Elders Legal Assistance
10	Live Oak Adult Day Services – Senior Day Services
11	Neighborhood Conservation and Improvement Program
12	Tenant Based Rental Assistance
13	Community Housing Development Organization (CHDO) Project
14	CDBG Administration
15	HOME Administration

### **Describe the reasons for allocation priorities and any obstacles to addressing underserved needs**

The allocation of funds is based on the needs and priorities identified in the 2015-2020 Consolidated Plan. The City prioritizes allocations of its CDBG and HOME funds to projects that serve the lowest income households, from 0-50% of Area Median Income (AMI). In addition, public services are an identified funding priority in the Consolidated Plan, and funding is recommended to 8 organizations that provide needed services in the community.

## AP-38 Projects Summary

**Table 9 – Project Summary**

1	<b>Project Name</b>	Bill Wilson Center – Family Therapy/School Outreach/Grief Counseling
	<b>Target Area</b>	Citywide
	<b>Goals Supported</b>	Public Services
	<b>Needs Addressed</b>	Public Services
	<b>Funding</b>	CDBG: *\$45,000
	<b>Description</b>	Bill Wilson Center will provide services through 3 counseling programs: Family Therapy, School Outreach and Grief Counseling. The purpose of the three counseling programs is a reduction in high-risk behavior choices, a reduction in family conflict; and an increase in coping skills.
	<b>Target Date</b>	6/30/2020
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Bill Wilson Center is proposing to serve 200 individuals through their three counseling programs and will provide approximately 950 counseling sessions.
2	<b>Location Description</b>	Citywide
	<b>Project Name</b>	Catholic Charities – Long-Term Care Ombudsman Program
	<b>Target Area</b>	Citywide
	<b>Goals Supported</b>	Public Services
	<b>Needs Addressed</b>	Public Services
	<b>Funding</b>	CDBG: *\$10,000
	<b>Description</b>	Catholic Charities provides advocacy, complaint investigation, including violations of personal rights and elder abuse, and problem resolution for primarily elderly residents in the City's two nursing facilities and 15 assisted living/residential care facilities for the elderly.
	<b>Target Date</b>	6/30/2020
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Catholic Charities is proposing to serve 756 individuals and provide 149 site visits.
	<b>Location Description</b>	Citywide

3	<b>Project Name</b>	Santa Clara Senior Center - Senior Nutrition Program
	<b>Target Area</b>	Citywide
	<b>Goals Supported</b>	Public Services
	<b>Needs Addressed</b>	Public Services
	<b>Funding</b>	CDBG: *\$24,000
	<b>Description</b>	The senior nutrition program provides daily, balanced meals to persons 60 years and older, targeting frail, isolated senior citizens.
	<b>Target Date</b>	6/30/2020
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	The senior nutrition program will serve an estimated 382 clients and will serve approximately 18,278 meals.
	<b>Location Description</b>	Senior Center, 1303 Fremont St., Santa Clara
4	<b>Project Name</b>	YWCA – Services for Domestic Violence Survivors
	<b>Target Area</b>	Citywide
	<b>Goals Supported</b>	Public Services
	<b>Needs Addressed</b>	Public Services
	<b>Funding</b>	CDBG: *\$15,000
	<b>Description</b>	YWCA provides an array of services to women and children who are victims of domestic violence.
	<b>Target Date</b>	6/30/2020
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	YWCA is proposing to serve 40 clients and providing 90 counseling sessions.
	<b>Location Description</b>	Citywide

5	<b>Project Name</b>	Heart of the Valley – Senior Transportation
	<b>Target Area</b>	Citywide
	<b>Goals Supported</b>	Public Services
	<b>Needs Addressed</b>	Public Services
	<b>Funding</b>	CDBG: *\$10,000
	<b>Description</b>	Heart of the Valley provides numerous services to seniors living independently in their home, including transportation services.
	<b>Target Date</b>	6/30/2020
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Heart of the Valley will assist approximately 73 seniors and provide 165 roundtrip rides.
	<b>Location Description</b>	Citywide
6	<b>Project Name</b>	St. Justin Community Ministry - Food Assistance for Needy
	<b>Target Area</b>	Citywide
	<b>Goals Supported</b>	Public Services
	<b>Needs Addressed</b>	Public Services
	<b>Funding</b>	CDBG: *\$17,500
	<b>Description</b>	The program focuses on food services currently being provided by St. Justin, such as grocery items and lunches.
	<b>Target Date</b>	6/30/2020
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	St. Justin expects to assist approximately 9,131 individuals with bags of food and lunches.
	<b>Location Description</b>	2655 Homestead Rd., Santa Clara

7	<b>Project Name</b>	Next Door Solutions – HomeSafe Santa Clara
	<b>Target Area</b>	Citywide
	<b>Goals Supported</b>	Public Services
	<b>Needs Addressed</b>	Public Services
	<b>Funding</b>	CDBG: *\$20,000
	<b>Description</b>	This program provides case management support services and shelter for residents of the HomeSafe Santa Clara, an affordable transitional housing program for survivors of domestic violence located in the City of Santa Clara or at Next Door Solutions' emergency shelter in San Jose.
	<b>Target Date</b>	6/30/2020
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Next Door estimates that they will serve 74 women and children who reside in Santa Clara and are victims of domestic violence.
	<b>Location Description</b>	Confidential
8	<b>Project Name</b>	Bill Wilson Center – Family Advocacy Services (FAS)
	<b>Target Area</b>	Citywide
	<b>Goals Supported</b>	Public Services
	<b>Needs Addressed</b>	Public Services
	<b>Funding</b>	CDBG: *\$35,000
	<b>Description</b>	FAS is a school-based, family and youth homeless prevention and intervention service at Santa Clara high schools. FAS was developed to address the needs of extremely low-income families who are homeless or on the verge of becoming homeless so the children can remain in school; giving them the best chance of academic success. FAS services include short-term, intensive case management, educational resources, budgeting and financial management assistance, legal needs assistance, parent education workshops, and linkage to emergency financial resources (e.g., rental assistance).
	<b>Target Date</b>	6/30/2020
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	140 individuals/families served.
	<b>Location Description</b>	Citywide

9	<b>Project Name</b>	Senior Adult Legal Assistance (SALA) – Elders Legal Services
	<b>Target Area</b>	Citywide
	<b>Goals Supported</b>	Public Services
	<b>Needs Addressed</b>	Public Services
	<b>Funding</b>	CDBG: *\$15,000
	<b>Description</b>	Provide free, civil, legal services to seniors (age 60 and older).
	<b>Target Date</b>	6/30/2020
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	SALA will serve approximately 100 clients and provide 36 intake days.
	<b>Location Description</b>	Citywide
10	<b>Project Name</b>	Live Oak Adult Day Care
	<b>Target Area</b>	Citywide
	<b>Goals Supported</b>	Public Services
	<b>Needs Addressed</b>	Public Services
	<b>Funding</b>	CDBG: *\$15,000
	<b>Description</b>	Provide free or low-cost day care for seniors.
	<b>Target Date</b>	6/30/2020
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Live Oak will assist 40 beneficiaries.
	<b>Location Description</b>	Citywide

11	<b>Project Name</b>	Neighborhood Conservation and Improvement Program
	<b>Target Area</b>	Citywide
	<b>Goals Supported</b>	Affordable Housing
	<b>Needs Addressed</b>	Affordable Housing
	<b>Funding</b>	CDBG: *\$952,343
	<b>Description</b>	The NCIP provides rehabilitation to owner-occupied single family homes whose incomes are at or below 80% of the County's AMI. The City recommends the funding levels to City Council without including program income in the budget. This is with the historical understanding that program income received during the program year will be applied to the NCIP.
	<b>Target Date</b>	6/30/2020
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	The NCIP will assist approximately 50 households with housing rehabilitation.
	<b>Location Description</b>	Citywide



12	<b>Project Name</b>	Tenant Based Rental Assistance
	<b>Target Area</b>	Citywide
	<b>Goals Supported</b>	Homelessness
	<b>Needs Addressed</b>	Homelessness
	<b>Funding</b>	HOME: *\$1,131,972
	<b>Description</b>	The Tenant-Based Rental Assistance (TBRA) program will provide rental assistance for approximately 40 homeless households or those at risk of homelessness. The activity will also continue drawing down funds programmed in previous years.
	<b>Target Date</b>	6/30/2020
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	It is estimated that approximately 40 households will be served in this fiscal year.
13	<b>Location Description</b>	Countywide
	<b>Project Name</b>	Community Housing Development Organization Project
	<b>Target Area</b>	Citywide and contiguous jurisdictions
	<b>Goals Supported</b>	Affordable Housing
	<b>Needs Addressed</b>	Affordable Housing
	<b>Funding</b>	HOME: *\$63,353
	<b>Description</b>	Commitment of funding expected to be made in PY 2018-19 along with prior years' HOME funds and leveraged funding from local sources.
	<b>Target Date</b>	6/30/2020
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	1 Household
	<b>Location Description</b>	Citywide and possibly in neighboring jurisdictions.

14	<b>Goals Supported</b>	Administration
	<b>Needs Addressed</b>	
	<b>Funding</b>	CDBG: *\$255,497
	<b>Description</b>	Program administration for CDBG program activities.
	<b>Target Date</b>	6/30/2020
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	
	<b>Location Description</b>	
15	<b>Project Name</b>	HOME Administration
	<b>Target Area</b>	Citywide
	<b>Goals Supported</b>	Administration
	<b>Needs Addressed</b>	
	<b>Funding</b>	HOME: *\$52,235
	<b>Description</b>	Administration expenses to carry out HOME activities
	<b>Target Date</b>	6/30/2020
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	
	<b>Location Description</b>	

*Note: Silicon Valley Independent Living Center is proposed to be funded with \$15,000 in General Fund dollars if approved through the City's budget.*

## 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 and related capital projects, homeless services and related capital projects, fair housing services and public services for special needs populations.

### **Geographic Distribution**

**Table 10 - Geographic Distribution**

Target Area	Percentage of Funds New in 2018-19	Including Carryovers
El Camino Real Focus Area	0%	0%
Citywide	100%	100%

### **Rationale for the priorities for allocating investments geographically**

Due to difficulty in finding CDBG-eligible projects, the El Camino Real Focus Area will not be addressed in Program Year 2019-2020; however, other activities will be available Citywide.

HOME funds may be spent in a contiguous jurisdiction. A HOME CHDO project has yet to be identified.

## 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 Program Year 2019-2020.

**Table 11 - One Year Goals for Affordable Housing by Support Requirement**

<b>One Year Goals for the Number of Households to be Supported (by Population Type)</b>	
Homeless – Housing assistance for units <u>reserved</u> for homeless individuals and households.	0
Non-Homeless – Housing assistance for all units NOT reserved for homeless individuals and households.	0
Special-Needs – Housing assistance for units reserved for households that are not homeless but require specialized housing or supportive services.	1
Total	1

**Table 12 - One Year Goals for Affordable Housing by Support Type**

<b>One Year Goals for the Number of Households Supported Through (by Program Type)</b>	
Rental Assistance – Housing assistance for programs such as tenant-based rental assistance (TBRA) and one-time payments to prevent homelessness.	40
The Production of New Units – New units, including the conversion of non-residential properties.	0
Rehab of Existing Units – Rehabilitation of existing units, including reconstruction. If unit will be acquired and rehabilitated, report the unit only once.	40
Acquisition of Existing Units – Housing assistance for programs such as down payment assistance. If the unit will be acquired and rehabilitated, report the unit only once.	1
Total	81

## AP-60 Public Housing – 91.220(h)

### **Introduction**

The Santa Clara County Housing Authority (SCCHA) is a participating member of the CDBG Coordinators Committee. The City has a successful working relationship with the SCCHA. The City's Housing Authority, using funds from the now-defunct Redevelopment Agency (RDA), has developed seven housing projects in the City with 340 affordable housing units over the last decade.

### **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. The City will continue to work closely with the SCCHA to address any needs identified during the program year.

### **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 agency's policy-making process. The SCCHA board includes two tenant commissioners that provide input from the tenant's 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**

The City of Santa Clara region is home to the fourth-largest population of homeless individuals and the highest percentage of unsheltered homeless of any major city. As of the 2019 Point in Time Homeless Census, the City had 272 homeless residents, and over 73 percent of were unsheltered; living in a place not fit for human habitation. Santa Clara clients (those who report that their last permanent zip code was in the City of Santa Clara) represent approximately 4 percent of the homeless persons identified in the County's Point-In-Time count. The homeless assistance program planning network is operated countywide and governed by the Santa Clara Continuum of Care (CoC) board, which is made up of the same individuals who sit on the Destination: Home Leadership board. The membership of the CoC is a collaboration of representatives from local jurisdictions comprised of community-based organizations, the Santa Clara County Housing Authority, governmental departments, health service agencies, homeless advocates, consumers, the faith community, and research, policy and planning groups. The management information system utilized by the CoC is referred to as the Homeless Management Information System (HMIS). The HMIS monitors outcomes and performance measures for all the homeless services agencies funded by the County.

### **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 in PY 2019-2020 for two years to provide intensive case management to approximately 20 chronically homeless individuals identified by the City's police department. This includes 20 individuals receiving assistance in PY 2018-2019. 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. In PY 2019, the City will continue to collaborate with the County in their new county wide homelessness prevention program, which will assist approximately 20 households over the next two years.

#### **Addressing the emergency shelter and transitional housing needs of homeless persons**

The City will fund a number of agencies that serve homeless persons accessing emergency and transitional shelters. Much of the funding will come from CDBG funds for agencies like public service agencies with CDBG funding, such as NextDoor Solutions for their program at HomeSafe Santa Clara program, and Silicon Valley Independent Living Center for its Housing Program for the Disabled.

**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 years' HOME funds in its agreement with the Housing Trust of Silicon Valley to provide TBRA security deposits to the homeless or those at risk of homelessness with an expected 40 households to benefit.

Countywide, there were 294 homeless families with children counted. Homeless families are typically underrepresented in Santa Clara's Homeless Survey. Oftentimes, homeless families are using shelters or transitional housing facilities, vehicles, and/or splitting up and couch surfing. This results in an under represented 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."<sup>6</sup>

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 City's TBRA program will continue to focus on assisting the City's 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 low-income 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.

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<sup>6</sup> 2017 Santa Clara County Homeless Census and Survey Report (page 33)

**HOPWA Funds**

The City does not receive HOPWA funds.

<b>One year goals for the number of households to be provided housing through the use of HOPWA for:</b>	
Short-term rent, mortgage, and utility assistance to prevent homelessness of the individual or family	
Tenant-based rental assistance	
Units provided in housing facilities (transitional or permanent) that are being developed, leased, or operated	
Units provided in transitional short-term housing facilities developed, leased, or operated with HOPWA funds	
Total: N/A	



## 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, in order to ensure a healthy economy, the region must focus on strategies and investment that provide housing for much of the region's workforce – sales clerks and secretaries, firefighters and police, teachers and health service workers – whose incomes significantly limit their housing choices.

### **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's 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 accessory 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-85 Other Actions – 91.220(k)

### **Introduction**

This section discusses the City's 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's 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 a loan. Terms are flexible and below market, depending on the homeowner's 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 1,750 homeowners. For PY 2019, the City has budgeted \*\$952,343 in CDBG funds for NCIP (this includes program income).

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 City's 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 City's Consolidated Plan for Program Years 2015-16 through 2019-2020.

The City has a Below Market Purchase Program (BMP) that is authorized by its Housing Element. This program requires developers to set aside ten percent of newly constructed units for housing affordable to moderate income homebuyers. The City's BMP Program is currently administered by Housing Trust Silicon Valley. The BMP 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 from that recapture are deposited in the CAHF. Use of CAHF funds is not subject to federal or state restrictions or requirements. 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 City's Consolidated Plan 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 City's 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 people's 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 the next program year and that has not yet been reprogrammed	200,000
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	0
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 planned use has not been included in a prior statement or plan.	0
5. The amount of income from float-funded activities	0
Total Program Income	200,000

#### **Other CDBG Requirements**

1. The amount of urgent need activities	0
2. 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.	100.00%

**HOME Investment Partnership Program (HOME)  
Reference 24 CFR 91.220(l) (2)**

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

The City does not use HOME funds beyond those identified in Section 92.205.

2. 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's 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 City's 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 City's HOME investment, the City would forgive any of the HOME investment that could not be repaid from the remaining Shared Net Proceeds.

3. 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.

4. 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.

5. 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 County's 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 participant's vulnerability and placement in the Queue. Further, the City's program-specific filters (e.g., families with children) will result in referrals to the City's TBRA program from the Queue.

While it would be ideal for participants to locate housing within the City's limits, the program will allow participants to find housing located anywhere within the County of Santa Clara.



## Agenda Report

19-317

Agenda Date: 3/26/2019

### REPORT TO COUNCIL AND SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF SANTA CLARA

#### **SUBJECT**

Action on Resolutions Approving a Purchase and Sale Agreement and Other Documents as Necessary Related to the Sale of the Great America Theme Park Parcels located at 1 Great America Parkway [APNs: 104-42-014 and 104-42-019]

#### **BACKGROUND**

California Redevelopment Dissolution Laws require the Successor Agency to sell all of its assets pursuant to a Department of Finance approved Long Range Property Management Plan (LRPMP). The Successor Agency has sold several parcels as required by law including: Santa Clara Gateway Parcel #2, Santa Clara Hilton, and the North South parcel. Proceeds from the sale of assets were first used to retire Successor Agency debt, and once all debt was retired, land sale proceeds are now being distributed to taxing agencies.

The Successor Agency owns approximately 112 acres of land located at 1 Great America Parkway (Property) [APNs: 104-42-014 and 104-42-019]. The Property is encumbered by a long term ground lease with Cedar Fair Southwest (Tenant) and currently being utilized as the Great America Theme Park (Park) and a portion of the surface parking for the Park.

The Ground Lease was first executed by the Redevelopment Agency in 1989 and has been amended four times since. Shortly following the announcement of dissolution of redevelopment, the former Redevelopment Agency transferred ownership of the Property to the City. The most recent amendment, the 4<sup>th</sup> Amendment to the Ground Lease, was executed by the City with an effective date of January 2012, just prior to the dissolution of redevelopment agencies on February 1, 2012. Following litigation with the County of Santa Clara, Santa Clara Unified School District and other taxing entities, the City transferred ownership of the Property back to the Successor Agency.

The existing Ground Lease provides for several terms of note:

- The remaining term of the lease plus extensions is approximately 56 years (2074).
- The principal parking field for the Park is on property owned by the City of Santa Clara (Main Lot). The Ground Lease allows parking on the City's property for the benefit of the Park during the remaining term of the Lease.
- The Ground Lease provides that the Main Lot would be reconfigured to accommodate not less than 6,500 parking spaces with a goal of providing 7,000 parking spaces.
- The Successor Agency provides the Tenant with access and use of an electronic billboard sign located off Interstate 101. The easement over private property for the sign and the electronic sign itself are owned by the Successor Agency. (There is currently an agreement with a third party for the operation of the sign)



- Tenant has a right to match any offer made for the purchase of the land (First Refusal Purchase Rights).

In July 2018 the Successor Agency's broker, Eastdil Secured, commenced marketing the site to potential buyers. In September 2018, two bidding rounds were conducted. At the conclusion of the second round of bidding, potential buyers were requested to provide the Successor Agency with a sealed bid with their highest and best offer.

Bids from four firms were opened on September 25, 2018. The highest bidder, submitted an offer with a purchase price of \$158,000,000 but required many modifications to the form Purchase and Sale Agreement including an extended due diligence period; and continued use of the Main Lot beyond the Theme Park lease. In consultation with the Oversight Board Subcommittee, after several weeks of unsuccessful negotiations, the Successor Agency commenced discussions with the second highest bidder, iStar, at a purchase price of \$150,250,000.

On November 1, 2018, iStar as Safety, Income & Growth Inc., executed a Purchase and Sale Agreement to purchase the Property. Pursuant to the terms of the Cedar Fair Ground Lease, the Successor Agency sent the Tenant a notice of the purchase offer triggering a thirty (30) day period for the Tenant's First Refusal Purchase Rights.

On November 28, 2018, Cedar Fair Southwest provided a notice to the Successor Agency of its election to exercise its purchase option matching the principal terms of the iStar offer which has been negotiated into the attached Purchase and Sale Agreement.

## **DISCUSSION**

Key terms of the proposed Purchase and Sale Agreement (Agreement) between the Successor Agency and Cedar Fair Southwest (Buyer) for the Property include:

Purchase Price:	\$150,250,000
Deposit:	A deposit of \$30,000,000 (Deposit) to be deposited into escrow, three days following the execution of Purchase and Sale Agreement. The Deposit will become non-refundable after the expiration of the Diligence Period.
Diligence Period:	The later of three (3) days following the execution of the Agreement and March 28, 2019.
Closing:	Closing to five (5) days following the expiration of the Diligence Period with three options to extent the closing date by 30 days each.
Billboard:	Included in the transfer is the ownership of an easement for the electronic billboard located off Interstate 101 and ownership of the billboard itself.

Since neither the City nor the Successor Agency would have an ongoing property interest in the Theme Park property, the Buyer and the City staff have agreed that entering into a separate agreement regarding parking would provide more clarity on the parties' respective rights and obligations in the future. The proposed Parking Agreement and Easement restates the rights already provided for in the Ground Lease and does not modify the terms. In summary:

- Cedar Fair will make annual lease payments to the City for use of the Main Lot and the North South lot. Rents are currently \$29,923 for the North South Lot and \$121,606 for the balance

of the Main Lot.

- The parties acknowledge that there is a deficiency in the minimum number of parking spaces (6,500 parking spaces) on the Main Lot which may be further impacted by requirements under the Americans with Disabilities Act. The City and Cedar Fair agree that it will meet and confer to discuss potential alternate solutions.

In addition, the proposed Sign Agreement would transfer the ownership of the easement and electronic sign from Cedar Fair (after the sale from the Successor Agency is complete) to the City of Santa Clara. All other terms regarding the use of the sign would remain the same. Currently the time on the sign is broken out in the following manner:

- 50% Sign operator (Digitron Media)
- 40% Great America
- 5% City/Convention Center
- 5% Public Service Announcements

The existing agreement for the operation of the sign between Cedar Fair and Digitron Media Inc. expires in 2022.

### **ENVIRONMENTAL REVIEW**

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to the CEQA Guidelines section 15378(a) as it has no potential for resulting in either direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

### **FISCAL IMPACT**

The sale of Great America Theme Park Parcels will provide \$150,250,000 in sales proceeds (less customary closing costs and broker fees) to the Successor Agency. Sales proceeds will be distributed to the taxing entities and the City of Santa Clara, as a taxing entity will receive approximately 10% of any sale proceeds.

### **COORDINATION**

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

### **PUBLIC CONTACT**

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

### **RECOMMENDATION**

1. That the City Council acting as the governing board of the Successor Agency to the Redevelopment Agency of the City of Santa Clara adopt a Resolution approving the Purchase and Sale Agreement between the Successor Agency to the Redevelopment Agency of the City of Santa Clara and Cedar Fair Southwest, Inc. for the Great America Theme Park Parcels located at 1 Great America Parkway (APNs: 104-42-014 and 104-42-019) at a purchase price of \$150,250,000 and authorizing the City Manager to execute all documents necessary,

including minor modifying amendments, to implement the Purchase and Sale Agreement and close escrow.

2. That the City Council adopt a Resolution authorizing the City Manager to negotiate and execute a Parking Agreement and Easement for the Main Lot and a Sign Agreement for an electronic sign with Cedar Fair Southwest, Inc.

Reviewed by: Ruth Shikada, Assistant City Manager

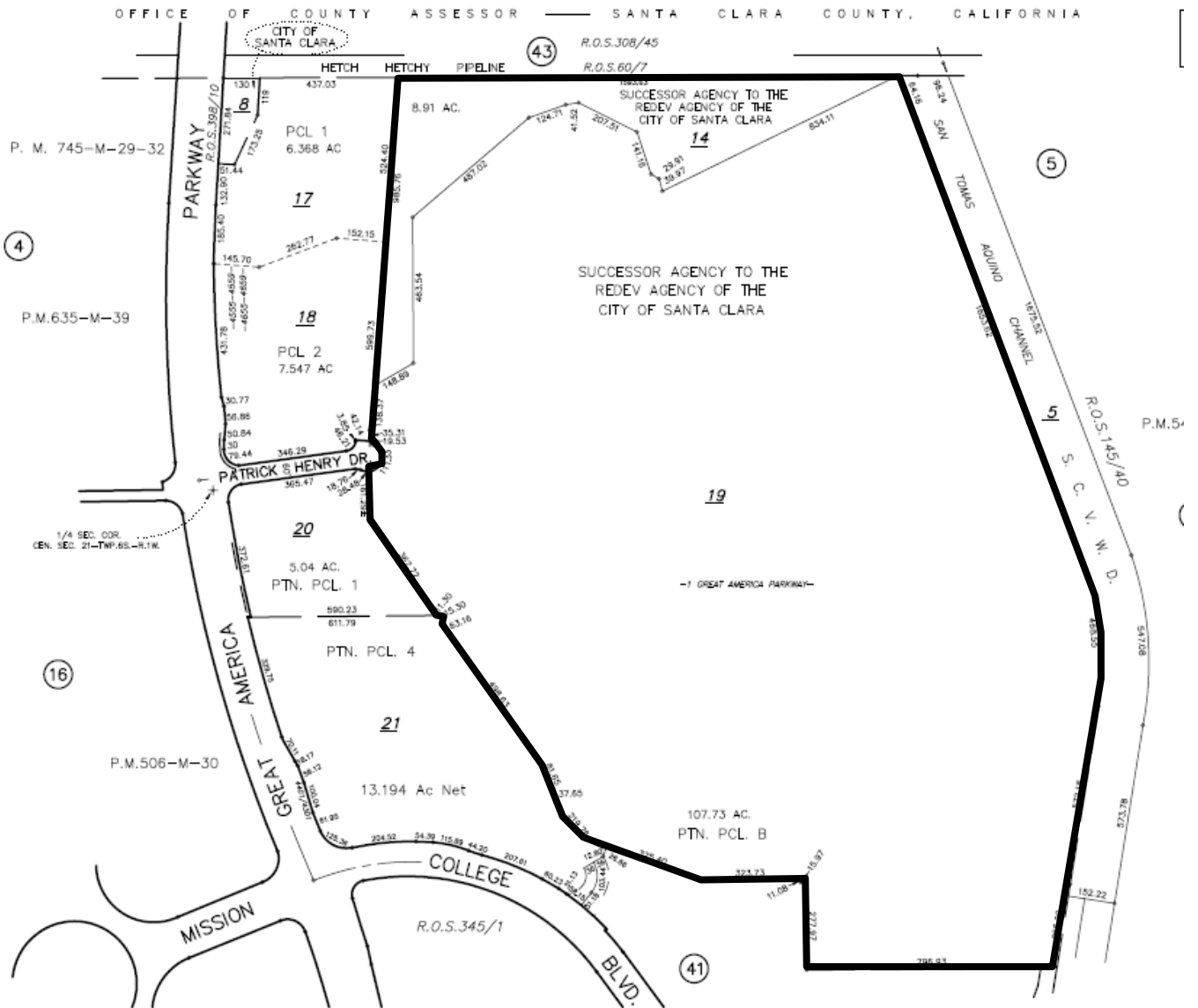
Approved by: Deanna J. Santana, City Manager

#### **ATTACHMENTS**

1. Map
2. Purchase and Sale Agreement
3. Resolution - Successor Agency
4. Resolution - City

# GREAT AMERICA THEME PARK PARCELS

APNs: 104-42-014 and 104-42-019



AGREEMENT FOR PURCHASE AND SALE OF PROPERTY

SELLER:

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY  
OF SANTA CLARA

And

BUYER:

CEDAR FAIR SOUTHWEST INC.

PROPERTY:

ADDRESS: 1 Great America Parkway, Santa Clara,

EXECUTION DATE: \_\_\_\_\_, **2019**

## **AGREEMENT FOR PURCHASE AND SALE OF PROPERTY**

This Agreement for Purchase and Sale of Property (this "**Agreement**") is executed and entered into by and between Seller, as identified in the Key Terms (as set forth below), and Buyer, as identified in the Key Terms as of the Execution Date (as defined in the Defined Terms below). Buyer and Seller hereby agree that Seller shall sell to Buyer and Buyer shall purchase from Seller, upon the following terms and conditions and for the Purchase Price set forth in the Key Terms, the Property, as defined in the Defined Terms.

### **LIMITATION OF SELLER'S LIABILITY AND BUYER'S WAIVER OF IMPORTANT RIGHTS:**

SELLER ACKNOWLEDGES AND AGREES THAT, NOTWITHSTANDING THAT CEDAR FAIR SOUTHWEST INC. IS ALSO THE TENANT UNDER THE THEME PARK LEASE (AS DEFINED BELOW), THE FOLLOWING LIMITATIONS AND WAIVERS ARE MADE AND GIVEN BY CEDAR FAIR SOUTHWEST INC. SOLELY IN ITS CAPACITY AS THE BUYER UNDER THIS AGREEMENT. NOTHING HEREIN SHALL BE DEEMED A LIMITATION ON ANY RIGHT OR REMEDY AVAILABLE TO TENANT UNDER THE THEME PARK LEASE NOR DEEMED TO BE AN AMENDMENT, MODIFICATION, OR SUPPLEMENT TO THE THEME PARK LEASE.

**BUYER AGREES THAT, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, SECTION 9.2) AND THE DOCUMENTS TO BE DELIVERED BY SELLER PURSUANT TO SECTION 7.3, BUYER IS BUYING THE PROPERTY "AS IS, WHERE IS WITH ALL FAULTS AND LIMITATIONS" (AS MORE FULLY SET FORTH IN THIS AGREEMENT).**

**EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER'S LIABILITY AND BUYER'S SOLE AND EXCLUSIVE REMEDY IN ALL CIRCUMSTANCES AND FOR ALL CLAIMS (AS THAT TERM IS DEFINED IN THE DEFINED TERMS, AND ALL REFERENCES IN THIS AGREEMENT TO "CLAIMS," "CLAIM," "Claims," or "Claim" SHALL HAVE SUCH MEANING) ARISING OUT OF THIS AGREEMENT AND THE SALE OF THE PROPERTY TO BUYER INCLUDING, BUT NOT LIMITED TO, SELLER'S BREACH OR TERMINATION OF THIS AGREEMENT, THE CONDITION OR QUALITY OF THE PROPERTY, SELLER'S TITLE TO THE PROPERTY, THE OCCUPANCY STATUS OF THE PROPERTY, THE SIZE, SQUARE FOOTAGE, BOUNDARIES, OR LOCATION OF THE PROPERTY, ANY COST OR EXPENSE INCURRED BY BUYER IN CONDUCTING ITS INVESTIGATION AND/OR DUE DILIGENCE IN PREPARATION FOR THE PURCHASE OF THE PROPERTY, OBTAINING OTHER ACCOMMODATIONS, MOVING, STORAGE OR RELOCATION EXPENSES, OR ANY OTHER COSTS OR EXPENSES INCURRED BY BUYER IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED AS PROVIDED IN ARTICLE IX AND SECTION 11.2 OF THIS AGREEMENT.**

**IF BUYER HAS DELIVERED AN APPROVAL NOTICE, BUYER SHALL NOT BE ENTITLED TO A RETURN OF THE DEPOSIT (AS DEFINED IN THE KEY TERMS)**

**IN THE EVENT THAT THIS AGREEMENT IS TERMINATED BY SELLER SOLELY AS A RESULT OF BUYER'S BREACH OF THE TERMS OF THIS AGREEMENT (FOLLOWING WRITTEN NOTICE TO BUYER AND A REASONABLE OPPORTUNITY TO CURE); PROVIDED THAT (A) ALL CONDITIONS PRECEDENT IN FAVOR OF BUYER HEREUNDER HAVE BEEN SATISFIED OR WAIVED BY BUYER, (B) SELLER HAS PERFORMED FULLY OR TENDERED PERFORMANCE OF ITS MATERIAL CLOSING OBLIGATIONS HEREUNDER, (C) SELLER IS NOT OTHERWISE IN BREACH OF THE TERMS OF THIS AGREEMENT, AND (D) SELLER IS OTHERWISE WILLING AND ABLE TO CONVEY THE PROPERTY PURSUANT TO THIS AGREEMENT.**

**EXCEPT AS EXPRESSLY SET FORTH HEREIN, EACH PARTY AGREES THAT THE PARTIES SHALL NOT BE LIABLE TO EACH OTHER UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR ANY OTHER LEGAL OR EQUITABLE PRINCIPLE, THEORY, OR CAUSE OF ACTION ARISING OUT OF OR RELATED IN ANY WAY TO ANY CLAIM, INCLUDING, BUT NOT LIMITED TO, THE AFOREMENTIONED CLAIMS.**

**ANY REFERENCE TO A RETURN OF THE DEPOSIT CONTAINED IN THIS AGREEMENT SHALL MEAN A RETURN OF THE DEPOSIT, LESS ANY ESCROW CANCELLATION FEES PAYABLE BY BUYER UNDER THIS AGREEMENT AND LESS FEES AND COSTS PAYABLE FOR SERVICES AND PRODUCTS PROVIDED TO BUYER AT BUYER'S REQUEST BY ESCROW AGENT. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND WITHOUT LIMITING BUYER'S REMEDIES EXPRESSLY PROVIDED IN THIS AGREEMENT, BUYER WAIVES ANY CLAIMS THAT THE PROPERTY IS UNIQUE AND BUYER ACKNOWLEDGES THAT A RETURN OF ITS DEPOSIT CAN ADEQUATELY AND FAIRLY COMPENSATE BUYER FOR ALL CLAIMS ARISING SOLELY UNDER THIS AGREEMENT. UPON RETURN OF THE DEPOSIT TO BUYER, THIS AGREEMENT SHALL BE TERMINATED, AND BUYER AND SELLER SHALL HAVE NO FURTHER LIABILITY, OBLIGATION, OR RESPONSIBILITY TO EACH OTHER IN CONNECTION WITH THIS AGREEMENT, EXCEPT FOR THE TERMS, COVENANTS, AND CONDITIONS OF THIS AGREEMENT THAT EXPRESSLY SURVIVE THE CLOSING OR ANY TERMINATION OF THIS AGREEMENT (AS APPLICABLE) INCLUDING, WITHOUT LIMITATION, ANY INDEMNITY OBLIGATIONS, WHICH EXPRESSLY SURVIVE THE CLOSING OR TERMINATION OF THIS AGREEMENT (AS APPLICABLE). IF THE CLOSING OCCURS, THEN BUYER AND SELLER SHALL HAVE NO FURTHER LIABILITY, OBLIGATION, OR RESPONSIBILITY TO EACH OTHER IN CONNECTION WITH THIS AGREEMENT EXCEPT AS TO ANY PROVISIONS OF THIS AGREEMENT WHICH EXPRESSLY SURVIVE CLOSING.**

**SELLER'S LIMITATION OF LIABILITY AND BUYER'S WAIVERS PROVIDED IN THIS AGREEMENT ARE A MATERIAL PART OF THE CONSIDERATION TO BE**

**RECEIVED BY SELLER UNDER THIS AGREEMENT AS AGREED TO BY BUYER AND SELLER.**

**EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BUYER FURTHER WAIVES THE FOLLOWING, TO THE FULLEST EXTENT PERMITTED BY LAW:**

- (A) EXCEPT IN CONNECTION WITH THE EXERCISE OF ANY RIGHT TO SEEK SPECIFIC PERFORMANCE PURSUANT TO THIS AGREEMENT, ANY RIGHT TO RECORD A LIS PENDENS AGAINST THE PROPERTY OR TO RECORD THIS AGREEMENT OR A MEMORANDUM THEREOF IN THE REAL PROPERTY RECORDS;**
- (B) EXCEPT IN CONNECTION WITH THE EXERCISE OF ANY RIGHT TO SEEK SPECIFIC PERFORMANCE PURSUANT TO THIS AGREEMENT, ANY RIGHT TO INVOKE ANY EQUITABLE REMEDY THAT WOULD PREVENT SELLER FROM CONVEYING THE PROPERTY TO A THIRD-PARTY BUYER FOLLOWING THE TERMINATION OF THIS AGREEMENT;**
- (C) ANY CLAIMS ARISING FROM THE ADJUSTMENTS OR PRORATIONS OR ERRORS IN CALCULATING THE ADJUSTMENTS OR PRORATIONS THAT ARE OR MAY BE DISCOVERED AFTER CLOSING, EXCEPT TO THE EXTENT SUCH CLAIMS MAY BE RESOLVED IN ACCORDANCE WITH THE PROVISIONS OF SECTION 5.2(E) OF THIS AGREEMENT;**
- (D) RESERVED;**
- (E) ANY RIGHT TO A TRIAL BY JURY IN ANY LITIGATION ARISING FROM OR RELATED IN ANY WAY TO THIS AGREEMENT;**
- (F) ANY RIGHT TO AVOID THE SALE OF THE PROPERTY OR REDUCE THE PRICE OR HOLD SELLER LIABLE FOR ANY CLAIMS ARISING OUT OF OR RELATED IN ANY WAY TO THE CONDITION, CONSTRUCTION, REPAIR, OR TREATMENT OF THE PROPERTY, OR ANY DEFECTS, APPARENT OR LATENT, THAT MAY NOW OR HEREAFTER EXIST WITH RESPECT TO THE PROPERTY, INCLUDING BUT NOT LIMITED TO ANY CLAIMS RELATING TO ANY ORDINANCES AND ANY REPAIR COSTS REQUIRED THEREUNDER, EXCEPT TO THE EXTENT EXPRESSLY AGREED BY THE PARTIES IN A WRITTEN AMENDMENT HEREOF;**
- (G) ANY CLAIMS ARISING OUT OF OR RELATING IN ANY WAY TO THE EXISTENCE OF ENCROACHMENTS, EASEMENTS, BOUNDARIES, SHORTAGES IN AREA OR ANY OTHER MATTER THAT WOULD BE DISCLOSED OR REVEALED BY A SURVEY OR INSPECTION OF THE PROPERTY OR SEARCH OF PUBLIC REAL PROPERTY RECORDS;**



- (H) ANY CLAIMS ARISING OUT OF OR RELATING IN ANY WAY TO THE SQUARE FOOTAGE, SIZE, OR LOCATION OF THE PROPERTY, OR ANY INFORMATION PROVIDED ON THE MULTIPLE LISTING SERVICE, OR BROCHURES OR WEB SITES OF SELLER OR SELLER'S AGENT OR LISTING BROKER OR ANY STATEMENTS, ACTIONS OR CONDUCT OF SELLER'S AGENT OR LISTING BROKER; AND
- (I) ANY CLAIMS ARISING OUT OF OR RELATING IN ANY WAY TO TENANTS OR OCCUPANTS OF THE PROPERTY OR INCOME, IF ANY, TO BE DERIVED FROM THE PROPERTY OR HAZARDOUS MATERIALS (AS DEFINED IN THE DEFINED TERMS OF THIS AGREEMENT).

[SIGNATURE PAGE FOLLOWS]

**THE ABOVE PROVISIONS SHALL SURVIVE THE CLOSING OF THE TRANSACTION CONTEMPLATED HEREBY, OR THE EARLIER TERMINATION OF THE AGREEMENT, IF NOT SET FORTH TO THE CONTRARY ELSEWHERE IN THIS AGREEMENT. IF THERE IS A CONFLICT BETWEEN THE ABOVE PROVISIONS AND THE REMAINDER OF THIS AGREEMENT, THE PROVISIONS OF THE REMAINDER OF THIS AGREEMENT SHALL PREVAIL.**

**SELLER'S INITIALS \_\_\_\_\_/\_\_\_      BUYER'S INITIALS \_\_\_\_\_/\_\_\_**

[SIGNATURE PAGE A TO PSA]

**THE ABOVE PROVISIONS SHALL SURVIVE THE CLOSING OF THE TRANSACTION CONTEMPLATED HEREBY, OR THE EARLIER TERMINATION OF THE AGREEMENT, IF NOT SET FORTH TO THE CONTRARY ELSEWHERE IN THIS AGREEMENT. IF THERE IS A CONFLICT BETWEEN THE ABOVE PROVISIONS AND THE REMAINDER OF THIS AGREEMENT, THE PROVISIONS OF THE REMAINDER OF THIS AGREEMENT SHALL PREVAIL.**

**SELLER'S INITIALS** \_\_\_\_\_/\_\_\_\_ **BUYER'S INITIALS**  \_\_\_\_\_/\_\_\_\_

## KEY TERMS

1.1 **"Seller":** Successor Agency to the Redevelopment Agency of the City of Santa Clara

**"Seller's Notice Address":**

With copies to:

City Attorney's Office  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Attn: Brian Doyle

Goldfarb & Lipman, LLP  
1300 Clay Street 11<sup>th</sup> Floor  
Oakland, CA 94612  
Attn: Karen Tiedemann

**"Specify Buyer Entity Type":** a Delaware corporation

**"Buyer's Contact Person":** Duffield Milkie, EVP and General Counsel

**"Buyer's Notice Address":**

One Cedar Point Drive  
Sandusky, OH 44870

With a copy to:  
Gibson, Dunn & Crutcher LLP

555 Mission Street, Suite 3000  
San Francisco, CA 94105  
Attn: Mary G. Murphy, Esq.

- 1.3 **"Purchase Price"**: One Hundred Fifty Million Two Hundred Fifty Thousand and 00/100 Dollars (\$150,250,000.00)
- 1.4 **"Deposit"**: An amount equal to Thirty Million and 00/100 Dollars (\$30,000,000.00), which Deposit shall be delivered to Escrow Agent by wire transfer no later than three (3) Business Days after the Execution Date. If Buyer delivers an Approval Notice, the Deposit will be non-refundable from and after the expiration of the Diligence Period except upon a default by Seller or as otherwise specifically provided in this Agreement. In addition to, and not in lieu of the delivery to the Escrow Agent of the Deposit, concurrently with the execution of this Agreement, Buyer shall also deliver by wire transfer to the Escrow Agent, for delivery to Seller, the amount of One Thousand and 00/100 Dollars (\$1,000.00) (the **"Independent Consideration"**), which Independent Consideration Seller and Buyer hereby mutually acknowledge and agree represents adequate bargained for consideration for Seller's execution and delivery of this Agreement and Buyer's right to elect to purchase the Property as provided herein. Said Independent Consideration is in addition to and independent of any other consideration or payment provided for in this Agreement, is nonrefundable to Buyer in all events and shall not be applied to the Purchase Price at Closing. The Escrow Agent is hereby authorized and directed by Buyer and Seller to release the Independent Consideration to Seller immediately upon the Escrow Agent's receipt thereof, without further direction.
- 1.5 **"Closing Date"**: The date that is five (5) Business Days following the expiration of the Diligence Period, as the same may be extended as provided in this Agreement, or such earlier date as is mutually agreed by the parties; provided, Buyer shall have a the right to extend the Closing Date by up to three (3) consecutive periods of up to thirty (30) days each, each by delivering written notice to Seller and Escrow Agent, which notice may be by email, on or prior to the date and time that is 5:00 p.m. (California time) on the then-scheduled Closing Date.
- 1.6 **"County"**: Santa Clara County located in the State.
- 1.7 **"State"**: California.

## ARTICLE II.

### **DEFINED TERMS**

- 2.1 **Definitions.** The following **"Defined Terms"** shall have the following meanings when used in this Agreement:

- (a) **"Agreement"**: This Agreement for Purchase and Sale of Property executed by both Seller and Buyer.
- (b) **"Assignment of Lease"**: As defined in Section 7.3.
- (c) **"Bid Package"**: All documentation and information provided to Buyer on or prior to the Execution Date by Seller, by Seller's agent or on the Seller's website and/or data site related to the Property.
- (d) **"Bill of Sale"**: As defined in Section 7.3.
- (e) **"Business Day"**: Any day, other than a Saturday, Sunday or legal holiday, on which business is conducted by national banking institutions in San Francisco, California.
- (f) **"Claims"**: In connection solely with the matters contained in this Agreement, any and all claims, demands, causes of action, whether administrative or judicial, losses, costs (including any and all actual and reasonable attorneys' fees, court costs, and reasonable costs of investigation, litigation, and settlement), expenses, sanctions, orders, curtailments, interest, liabilities, penalties, fines, expenses, liens, judgments, compensation, fees, loss of profits, injuries, death, response costs and/or damages, of any kind whatsoever, whether direct or indirect, known or unknown, fixed or contingent, joint or several, criminal or civil, or in law or in equity. For the avoidance of doubt, "Claims" shall not include any Claims arising under the Theme Park Lease.
- (g) **"Closing"**: The closing of the transaction contemplated by this Agreement;
- (h) **"Deed"**: The grant deed conveying fee title to the Real Property to Buyer, duly executed by Seller and acknowledged and in proper form for recordation in the County.
- (i) **"Diligence Period"**: The period commencing on December 1, 2018 and ending on the later of (1) three (3) Business Days after the Execution Date and (2) March 28, 2019.
- (j) **"Escrow Agent"**: First American Title Insurance Company, National Commercial Services, 1737 North First Street, Suite 500, San Jose, California (Escrow Officer: Linda Tugade; email: ltugade@firstam.com; telephone; (408) 579-8340).
- (k) **"Event"**: Any fire or other casualty affecting the Property or any actual or threatened (to the extent that Seller has current actual knowledge thereof) taking or condemnation of all or any portion of the Property.

- (l) **"Execution Date"**: The date set forth on the cover page of this Agreement, which date shall be the later of the date (i) Buyer has executed and delivered to Seller this Agreement, (ii) Seller has executed and delivered to Buyer this Agreement, and (iii) the Board Approvals (as defined below) have been granted.
- (m) **"Hazardous Materials"**: Any toxic, radioactive, caustic or otherwise hazardous substance, including petroleum, its derivatives, by-products and other hydrocarbons, or any substance having any constituent elements displaying any of the foregoing characteristics. The term **"Hazardous Materials"** includes, without limitation, any substance regulated under any and all federal, state and local statutes, laws (including case law), regulations, ordinances, rules, judgments, orders, decrees, codes, plans, injunctions, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions, whether now or hereafter in effect, relating to human health, the environment or to emissions, discharges or releases of pollutants, contaminants, toxic substances, hazardous substances or wastes into the environment including, without limitation, ambient air, surface water, ground water, or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, hazardous materials or wastes or the clean-up or other remediation thereof.
- (n) **"Hazardous Materials Laws"**: all federal, state and local laws, ordinances, rules and regulations now or hereafter in force, as amended from time to time, and all federal and state court decisions, consent decrees and orders interpreting or enforcing any of the foregoing, in any way relating to or regulating human health or safety, or industrial hygiene or environmental conditions, or protection of the environment, or pollution or contamination of the air, soil, surface water or groundwater, and includes, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 United States Code section 9601, et seq., the Resource Conservation and Recovery Act, 42 United States Code section 6901, et seq., and the Clean Water Act, 33 United States Code section 1251, et seq.; the California Hazardous Waste Control Act, California Health & Safety Code ("**H.&S.C.**") §§25100 et seq.; California Hazardous Substance Account Act, H.&S.C. §§25300 et seq.; the California Safe Drinking Water and Toxic Enforcement Act, H.&S.C. §§25249 et seq.; the California Hazardous Waste Management Act, H.&S.C. §§25170.1 et seq.; H.&S.C. §§25501 et seq (Hazardous Materials Response Plans and Inventory); the Porter Cologne Water Control Act, Ca. Water Code §§13000 et seq.; H.&S.C. §§25280, et seq. (Underground Storage of Hazardous Substances); H.&S.C. §25915 et seq; H.&S.C. §25359.7; H.&S.C. §§2595 et seq.; Cal Labor Code §§6501.5 et seq.; and Title 22 of the California Code of Regulations, all as amended to the date hereof.

- (o) **"Hazardous Materials Reports"**: Any and all studies, reports, analyses, information, or other written records regarding the presence or absence of Hazardous Materials at, on, in, under or relating to the Land.
- (p) **"Intangible Property"**: The Permits and any other personal property that is not physical in nature that is owned by Seller and that relates to or involves the Real Property, including, without limitation intellectual property, trademarks, and goodwill.
- (q) **"Land"**: The real property more particularly described on the attached **Exhibit A**.
- (r) **"Leases"**: The Theme Park Lease and any and all other leases, tenancies, licenses and other rights of occupancy or use of or for any portion of the Real Property or the Personal Property (including all amendments and renewals thereof).
- (s) **"Net Proceeds"**: The Proceeds less any sums reasonably incurred by Seller and reasonably approved in writing by Buyer to process and resolve a claim with Seller's insurance company or any condemning authority, including but not limited to actual, reasonable attorneys' fees and costs.
- (t) **"Permits"**: Any and all licenses, entitlements, permits, authorizations, certificates of occupancy and other approvals that are in effect for the use and operation of the Property.
- (u) **"Personal Property"** or **"Personalty"**: All tangible personal property and fixtures owned by Seller and located on or attached to the Real Property, not including property owned by others such as Tenants under Leases or insurance policies, utility deposits or bank accounts.
- (v) **"Pre-Existing Insurance Claims"**: Any insurance claims made or to be made by Seller for any Event occurring prior to the Execution Date relating to the Property.
- (w) **"Proceeds"**: Any insurance proceeds or condemnation awards payable to Seller on account of any Event.
- (x) **"Proceeds from Pre-Existing Insurance Claims"**: Any proceeds resulting from any Pre-Existing Insurance Claims, regardless of whether such proceeds are received prior to or after Closing.
- (y) **"Property"**: Collectively, the Real Property, the Personal Property and the Intangible Property.
- (z) **"Prorations Date"**: The day immediately prior to the Closing Date.



- (aa) **"Real Property"**: The Land, together with Seller's right, title and interest in the buildings and other improvements and fixtures located on the Land or attached to the Land, together with Seller's right, title and interest in all rights of ways, streets, alleys, air rights, mineral rights, development rights, water rights, riparian rights and to water stock, ingress and egress, easements, other rights, privileges, hereditaments and appurtenances thereto or in any way appertaining thereto.
- (bb) **"Service Contracts"**: Any and all management, service, maintenance, supply or operating contracts, or other agreements, however termed, written or oral, affecting the use, ownership, maintenance or operation of all or any part of the Property (but specifically excluding Leases).
- (cc) **"Tenants"**: The tenant under the Theme Park Lease and those other persons or entities holding rights under Leases, if any.
- (dd) **"Theme Park Lease"**: That certain Ground Lease with First Refusal Purchase Rights dated June 1, 1989 and recorded June 13, 1989 in the Official Records of Santa Clara County (the "Official Records") as instrument number 10131593, as amended by the First Amendment to Ground Lease with First Refusal Purchase Rights dated October 4, 1994 and recorded October 7, 1994 in the Official Records as instrument number 12678908, as further amended by the Second Amendment to Ground Lease with First Refusal Purchase Rights dated March 18, 1997 and recorded March 25, 1997 in the Official Records as instrument number 13648418, as further amended by the Third Amendment to Ground Lease with First Refusal Purchase Rights dated May 25, 1999 and recorded July 8, 1999 in the Official Records as instrument number 14887081 and as further amended by the Fourth Amendment to Ground Lease with First Refusal Purchase rights dated January 1, 2012 and recorded March 23, 2012 in the Official Records as instrument number 21596990 (the "Fourth Amendment"), between the former Redevelopment Agency of the City of Santa Clara or its successor in interest and Cedar Fair Southwest, Inc. or its predecessor in interest, and as such Theme Park Lease was further stipulated, clarified, assigned and/or transferred, in whole or in part, pursuant to that certain Settlement Agreement dated January 11, 2016 by and among the City of Santa Clara and the other parties thereto.
- (ee) **"Title Commitment"**: The commitment for issuance of an owner's title insurance policy issued by the Title Company in favor of Buyer in the full amount of the Purchase Price.
- (ff) **"Title Company"**: First American Title Insurance Company at the office selected by the Escrow Agent.

- (gg) **“Title Policy”**; A 2006 ALTA extended Owner’s Title Insurance Policy insuring Buyer in the amount of the Purchase Price, subject only to the Acceptable Encumbrances, and including such endorsements as are agreed to by the Title Company prior to the end of the Diligence Period.
- (hh) **“Title Report”**: The First American Title Insurance Company Preliminary Title Report with an effective date as of January 8, 2019, Order Number: NCS- 886981-SC.

2.2 **Other Defined Terms.** Other capitalized terms contained in this Agreement shall have the meanings assigned to them herein.

### ARTICLE III.

#### CONDITION

- 3.1 Information Regarding Property. Seller has provided and may in the future provide to Buyer documents and information pertaining to the Property, including without limitation, the Bid Package. All of such information is provided simply as an accommodation to Buyer, and except with respect to express representations made in Section 9.2 and 13.16 (the **“Express Representations”**) or as otherwise provided in this Agreement or in any documents delivered by Seller pursuant to Section 7.3, Seller makes no representations as to the accuracy or completeness of such documents or information. Buyer understands that some of the foregoing documents and information were provided by others to Seller and were not prepared by or verified by Seller. In no event shall Seller be obligated to deliver or make available to Buyer any of Seller's internal memoranda, attorney-client privileged materials or appraisals of the Property, if any.
- 3.2 Diligence Period. Buyer shall during the Diligence Period conduct any and all due diligence investigations of the Property deemed necessary or desirable by Buyer. Buyer shall have the right, for any reason or no reason, during the Diligence Period, to terminate this Agreement and receive a return of the Deposit. If Buyer fails, for any reason or no reason, to waive such termination right by giving Seller and Escrow Agent written notice of such waiver (the **“Approval Notice”**) on or prior to the expiration of the Diligence Period, then this Agreement will automatically terminate and the Deposit shall be returned immediately to Buyer. If Buyer delivers an Approval Notice before the expiration of the Diligence Period, the Buyer shall be deemed to have elected to proceed to Closing pursuant to the terms of this Agreement.
- 3.3 Access. Subject to the rights of the Tenant pursuant to the Theme Park Lease, until the Closing Date, provided this Agreement is not earlier terminated as permitted herein, Buyer and Buyer's agents and contractors shall be entitled to enter upon the Property at all reasonable times, but only for the purpose of conducting tests and making site inspections and investigations. In doing so, however, Buyer agrees (a) that no invasive testing may be conducted without

Seller's prior consent, which may be withheld by Seller in its sole discretion, (b) not to cause any material damage or make any physical changes to the Property, and (c) not to unreasonably interfere with the rights of Tenants or others who may have a legal right to use or occupy the Property. Seller or its representative shall have the right to be present to observe any testing or other inspection performed on the Property; provided, Seller's inability to be present shall not delay such testing or other inspection. Under no circumstances shall the right of entry granted herein be interpreted as delivery of possession of the Property prior to Closing. Buyer and Buyer's agents and contractors shall maintain (or cause to be maintained) at all times during their entry upon the Property, commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) combined single limit, bodily injury, death and property damage insurance per occurrence with proper endorsements naming Seller as an additional insured, which obligation may be satisfied by the coverage maintained by the Tenant under the Theme Park Lease. At Seller's request, Buyer, Buyer's agents and contractors shall each deliver a certificate issued by the insurance carrier of each such policy to Seller evidencing the endorsements naming Seller as an additional insured prior to entry upon the Property.

- 3.4 Indemnification. Buyer hereby agrees to indemnify, protect, hold harmless and defend (by counsel reasonably satisfactory to Seller) Seller, its board members, its officers, its employees and its Oversight Board members from and against any and all Claims to the extent resulting from, arising from, or occasioned in whole or in part by any act or omission by Buyer, its agents, contractors, employees, representatives or invitees resulting from Buyer's inspection, examination and inquiry on the Property pursuant to Section 3.3 (but not including any Claims resulting from the discovery or disclosure of pre-existing physical or environmental conditions or the non-negligent aggravation of pre-existing physical or environmental conditions on, in, under or about the Property), except to the extent resulting from, arising from, or occasioned in whole or in part by any negligence or willful misconduct of Seller, its board members, officers, agents, employees and/or Oversight Board members. The provisions of this Section shall survive Closing or termination of this Agreement for a period of one (1) year.
- 3.5 Buyer's Obligations with Respect to Inspections. If, following Seller's prior written approval, Buyer or its agents, employees or contractors take any sample from the Property in connection with any testing, Buyer shall, upon the request of Seller, provide to Seller a portion of such sample being tested to allow Seller, if it so chooses, to perform its own testing. Promptly after Buyer's physical examinations of the Property, but in no event later than ten (10) Business Days after any material damage is caused by Buyer or its agents, Buyer shall repair the damage, if any, caused by such physical examinations. Buyer shall promptly pay for all inspections and shall not suffer or permit the filing of any liens arising from such inspections against the Property. If any such liens are filed, Buyer shall promptly cause them to be released or otherwise eliminated from being a lien upon the Property. In the event the transaction contemplated by this Agreement is not closed for any reason whatsoever, Buyer shall remain obligated with respect

to the indemnities contained in Section 3.4 and the repair obligations set forth in this Section 3.5. The provisions of this Section shall survive termination of this Agreement for a period of one (1) year.

3.6 Condition of the Property. Buyer hereby acknowledges that prior to the expiration of the Diligence Period Seller is obligated to have provided Buyer sufficient opportunity to make such independent factual, physical and legal examinations and inquiries as Buyer deems necessary and desirable with respect to the Property and the transaction contemplated by this Agreement. Any inspections conducted by Buyer after the expiration of the Diligence Period do not and shall not in any way relieve Buyer of any of its obligations under this Agreement, and the following provisions shall survive Closing:

- (a) As of the Closing, Buyer does hereby acknowledge, represent, warrant and agree to and with Seller that, except as otherwise expressly provided in this Agreement (including, without limitation, the Express Representations) and the Deed and the other documents delivered pursuant to Section 7.3, (i) Buyer is expressly purchasing the Property in its existing condition "**AS IS, WHERE IS, AND WITH ALL FAULTS**" whether known or unknown with respect to all facts, circumstances, conditions and defects, both patent and latent; (ii) Seller has no obligation to inspect for, repair or correct any such facts, circumstances, conditions or defects or to compensate Buyer for same; (iii) Seller specifically bargained for the assumption by Buyer of all responsibility to inspect and investigate the Property and of all risk of adverse conditions and has structured the Purchase Price and other terms of this Agreement in consideration thereof; (iv) Buyer undertook all such inspections and investigations of the Property as Buyer deems necessary or appropriate with respect to the Property and the suitability of the Property for Buyer's intended use, and based upon same, Buyer is relying strictly and solely upon the Express Representations and upon such inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel and officers and Buyer is and will be fully satisfied that the Purchase Price is fair and adequate consideration for the Property; (v) except as set forth in the Express Representations, Seller is not making and has not made any warranty or representation with respect to any materials, any marketing information, or offering memoranda, or pamphlets listing or describing the property, or other data provided by Seller or others on behalf of Seller to Buyer (whether prepared by or for the Seller or others) or the education, skills, competence or diligence of the preparers thereof or the physical condition or quality or any other aspect of all or any part of the Property as an inducement to Buyer to enter into this Agreement and thereafter to purchase the Property or for any other purpose; (vi) prior to the expiration of the Diligence Period, Buyer had full access to the Bid Package and thoroughly reviewed (to the extent it deemed necessary) or had a reasonable opportunity to review this Agreement and the contents of the Bid Package and freely consulted with

persons of Buyer's own choosing regarding the terms and conditions of this Agreement and the Bid Package, including but not limited to consultation with legal counsel of its own choosing; and (vii) by reason of all the foregoing, Buyer is assuming the full risk of any loss or damage occasioned by any fact, circumstance, condition or defect pertaining to the Property, except as expressly set forth in this Agreement.

- (b) EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, THE EXPRESS REPRESENTATIONS), THE DEED, AND THE OTHER DOCUMENTS TO BE DELIVERED PURSUANT TO SECTION 7.3, SELLER HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING WARRANTIES OF HABITABILITY AND FITNESS FOR PARTICULAR PURPOSES), WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES WITH RESPECT TO THE PROPERTY, TAX LIABILITIES, ZONING, LAND VALUE, AVAILABILITY OF ACCESS OR UTILITIES, INGRESS OR EGRESS, GOVERNMENTAL APPROVALS, OR THE SOIL CONDITIONS OF THE LAND. BUYER FURTHER ACKNOWLEDGES THAT BUYER IS BUYING THE PROPERTY "AS IS" AND IN ITS PRESENT CONDITION AND THAT EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, THE EXPRESS REPRESENTATIONS), THE DEED AND THE OTHER DOCUMENTS TO BE DELIVERED PURSUANT TO SECTION 7.3, BUYER IS NOT RELYING UPON ANY REPRESENTATION OF ANY KIND OR NATURE MADE BY SELLER, OR ANY OF ITS EMPLOYEES OR AGENTS WITH RESPECT TO THE LAND OR THE PROPERTY, AND THAT, IN FACT, NO SUCH REPRESENTATIONS WERE MADE EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, THE EXPRESS REPRESENTATIONS), THE DEED AND THE OTHER DOCUMENTS TO BE DELIVERED PURSUANT TO SECTION 7.3.
- (c) WITHOUT IN ANY WAY LIMITING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, THE EXPRESS REPRESENTATIONS), THE DEED AND THE OTHER DOCUMENTS TO BE DELIVERED PURSUANT TO SECTION 7.3, SELLER MAKES NO WARRANTY WITH RESPECT TO THE PRESENCE ON OR BENEATH THE LAND (OR ANY PARCEL IN PROXIMITY THERETO) OF HAZARDOUS MATERIALS. BY ACCEPTANCE OF THE DEED, BUYER ACKNOWLEDGES THAT BUYER'S OPPORTUNITY FOR INSPECTION AND INVESTIGATION OF SUCH LAND HAS BEEN ADEQUATE TO ENABLE BUYER TO MAKE BUYER'S OWN DETERMINATION WITH RESPECT TO THE

PRESENCE ON OR BENEATH THE LAND OF SUCH HAZARDOUS MATERIALS.

- (d) EXCEPT TO THE EXTENT THE SAME CONSTITUTES A BREACH OF AN EXPRESS REPRESENTATION, BUYER ACKNOWLEDGES AND AGREES THAT THE SELLER SHALL NOT BE RESPONSIBLE FOR ANY CLAIMS ARISING OUT OF OR RELATING TO MOLD AND/OR OTHER MICROSCOPIC ORGANISMS AT THE PROPERTY INCLUDING BUT NOT LIMITED TO PROPERTY DAMAGES, PERSONAL INJURY, ADVERSE HEALTH EFFECTS, LOSS OF INCOME, EMOTIONAL DISTRESS, DEATH, LOSS OF USE OR LOSS OF VALUE AND BUYER HEREBY IRREVOCABLY RELEASES SELLER, ITS BOARD MEMBERS, ITS OFFICERS, ITS EMPLOYEES AND ITS OVERSIGHT BOARD MEMBERS FROM THE SAME. BUYER HEREBY ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THIS DISCLOSURE AND RELEASE AND AGREES TO THE PROVISIONS CONTAINED HEREIN.
- (e) Buyer acknowledges that the Land does not include the land adjacent to the Land commonly referred to as the Main Lot in Section 4.2 of the Fourth Amendment, other than that portion of the Main Lot designated as Parcel Six in the description of the Main Lot attached to the Fourth Amendment.
- (f) Other than as expressly set forth in this Agreement (including, without limitation, the Express Representations), in the Deed and in the other documents to be delivered by Seller pursuant to Section 7.3, neither Seller nor any agents, representatives, or employees of Seller have made any representations or warranties, direct or indirect, oral or written, express or implied, to Buyer or any agents, representatives, or employees of Buyer with respect to the Property, including, without limitation, (i) the physical condition of the Property (including the presence or absence of Hazardous Materials), zoning, set-back and other ordinances, codes, regulations, rules, requirements and orders affecting occupancy or operation of the Property, plans, specifications, any affordable housing restrictions or requirements, costs or other estimates, projections, including income and expense projections concerning the same, and (ii) the Property's compliance with any environmental laws, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.), the Clean Water Act (33 U.S.C. Section 1251 et seq.), the Safe Drinking Water Act (42 U.S.C. Section 300f et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801 et seq.), the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.), the California Hazardous Waste Control Law (California Health and Safety Code Sections 25100-25600), the Porter-Cologne Water Quality Control Act (California Health



and Safety Code Section 13000 et seq.), and the Safe Drinking Water and Toxic Enforcement Act (California Health and Safety Code Section 25249.5 et seq.). Buyer specifically waives and releases Seller and its respective successors, assigns, board members, Oversight Board members, representatives, employees, agents, adjustors, accountants, officers, officials, and attorneys from (1) all warranties, express, implied, statutory or otherwise (including warranties of merchantability and warranties of fitness for use or acceptability for the purpose intended by Buyer) with respect to the Property or its condition or the prospects, operations or results of operations of the Property except with respect to the express representations and warranties contained in this Agreement, the Deed and the other documents to be delivered pursuant to Section 7.3, and (2) except with respect to Claims arising out of Seller's breach of any representation, warranty, covenant or agreement in this Agreement (including, without limitation, the Express Representations), the Deed and any other documents delivered by Seller pursuant to Section 7.3, all Claims that Buyer would have against Seller under this Agreement.

- (g) Notwithstanding anything to the contrary in this Agreement, nothing contained in this Agreement shall constitute a disclaimer, waiver, release or termination of the implied warranties in connection with the Deed pursuant to Section 1113 of the California Civil Code.

[SIGNATURE PAGE FOLLOWS]

In connection with this Section 3.6, Buyer expressly waives the benefits of Section 1542 of the California Civil Code, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR EXPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN TO HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

Thus, notwithstanding the provisions of Section 1542 or of any similar statute, and for the purpose of implementing a full and complete release, Buyer expressly acknowledges that this Agreement is intended to include in its effect, without limitation, all Claims which are known and all Claims which Buyer does not know or suspect to exist in Buyer's favor at the time of execution of this Agreement and that this Agreement contemplates the extinguishment of all such Claims except as expressly set forth in this Agreement.

Initials of Buyer: \_\_\_\_\_

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In connection with this Section 3.6, Buyer expressly waives the benefits of Section 1542 of the California Civil Code, which provides as follows:

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Initials of Buyer: \_\_\_\_\_

<sup>DS</sup>  
BW

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## ARTICLE IV.

### **CONDITIONS FOR CLOSING**

- 4.1 Seller Conditions. The parties acknowledges that Seller's execution of this Agreement and the effectiveness of Buyer's execution of this Agreement are each subject to the approval of (i) Seller's Governing Board and (ii) Seller's Oversight Board (collectively, the "**Board Approvals**"). If Buyer has executed this Agreement prior to receipt of the Board Approvals and thereafter the Board Approvals are not obtained by March 26, 2019, then, from and after such date and without limitation of Buyer's rights hereunder, Buyer shall have the right, by delivering written notice to Seller and Escrow Agent, to rescind its execution of this Agreement and, upon such notice of recession, the Deposit (to the extent any has been deposited by Buyer) shall be returned immediately to Buyer in full by Escrow Agent and the parties shall have no further rights and obligations to each other hereunder. Seller shall use commercially reasonable efforts to obtain the Board Approvals within the applicable time periods set forth above and shall provide Buyer with prompt notice of Seller's receipt of the Board Approvals. If this Agreement is disapproved by any of these entities, Seller shall immediately notify Buyer in writing of the disapproval and this Agreement shall automatically terminate, the Deposit (to the extent any has been deposited by Buyer) shall be returned immediately to Buyer in full by Escrow Agent and the parties shall have no further rights and obligations to each other hereunder.
- 4.2 Buyer's Conditions. The obligation of Buyer to purchase the Property from Seller, and to perform the obligations required to be performed by Buyer at the Closing, are subject to each of the following conditions precedent ("**Buyer's Conditions**"):
- (a) Closing Documents. Seller shall have tendered at Closing all closing documents to which Seller is a party or which Seller is required to deliver.
  - (b) Compliance with Agreement. Seller shall have performed and complied in all material respects with its obligations under this Agreement.
  - (c) Representations and Warranties. All of Seller's representations and warranties under Section 9.2, Section 13.16 and elsewhere in this Agreement shall have been true and correct as of the Execution Date and shall be true and correct in all material respects as of Closing.
  - (d) Title Policy. The Title Company shall have irrevocably committed to issue, but for payment of premium (other than premium or other cost to be paid by the Seller pursuant to this Agreement), a 2006 ALTA extended Owner's Title Policy in the form of Schedule 4.2 attached hereto.
  - (e) Theme Park Lease. The Theme Park Lease shall be in full force and effect.

- (f) Seller Approval. The Board Approvals shall have been secured (and shall not have been revoked or rescinded) and Buyer shall not have terminated this Agreement pursuant to Section 4.1.
  - (g) Parking Agreement. The City of Santa Clara shall have deposited on or before the conclusion of the Diligence Period with Escrow Agent an executed parking and easement agreement concerning the “Main Lot” and the “Main Lot Parking Easement” (as described, and on similar terms to those, in the Lease) in form and substance reasonably agreeable to the Buyer and the City of Santa Clara (“**Parking Agreement**”) to be effective as of the Closing Date, together with written authorization from the City of Santa Clara to record the same against title to the “Main Lot” at Closing.
- 4.3 Effect of Non-Satisfaction of a Condition. If any condition set forth in this Article IV is not satisfied or waived by Buyer on or before the Closing Date, Buyer may, in its sole and absolute discretion, terminate this Agreement by notice to the Seller. If this Agreement is terminated pursuant to this Section 4.3, notwithstanding any other provision of this Agreement, all Buyer documents and funds, including the Deposit and any interest thereon, shall be returned to Buyer, and neither party shall have any further rights or obligations hereunder, except for any obligations which expressly survive the termination of this Agreement and the payment of any escrow and title cancellation fees which shall be borne equally by Buyer and Seller.

## ARTICLE V.

### **TERMS OF PAYMENT: CLOSING ADJUSTMENTS**

- 5.1 Payment of Purchase Price. The Purchase Price shall be paid as follows:
- (a) Credit for Deposit. If Buyer fails to deliver the Deposit as and when required by this Agreement, Seller, at Seller's sole discretion, may terminate this Agreement by providing notice to Buyer of such termination and, thereafter, this Agreement shall be terminated and neither party shall have any further rights or obligations hereunder, except for those provisions that expressly survive termination. From and after Buyer's delivery of the Approval Notice, the Deposit shall be non-refundable except as otherwise provided herein. If and only to the extent Buyer in its sole discretion and dealing entirely with the Escrow Agent (it being acknowledged by Buyer that Seller shall have no responsibility or liability in connection therewith) supplies Buyer's Taxpayer Identification Number to the Escrow Agent and executes all necessary forms required by the Escrow Agent, the Deposit shall be held in an interest bearing account with a financial institution selected by Buyer. Any accrued interest shall belong to Buyer. At Closing Buyer shall receive a credit against the

Purchase Price in the amount of the Deposit (less any accrued interest thereon) and the Deposit (less any accrued interest thereon) shall be delivered to Seller. Any accrued interest on the Deposit shall be delivered upon Closing by the Escrow Agent to Buyer by wire transfer of good federal funds from the Escrow Agent. Upon Buyer's delivery of the Approval Notice, the Deposit shall become immediately non-refundable to Buyer except as otherwise expressly provided in this Agreement, including, without limitation, in the event that this Agreement is terminated (A) due to a default by Seller, (B) due to the Seller Conditions set forth in Section 4.1 not being met; or (C) as a result of the failure of a condition to Closing benefiting Buyer. If the sale is not consummated solely because of the Buyer's default in its obligation to close hereunder (subject to all applicable extensions and notice and cure periods) with all conditions to Buyer's obligation to close having been satisfied, the terms of Section 11.1 shall apply.

- (b) Payment at Closing. The balance of the Purchase Price, subject to the prorations and adjustments for which provision is herein made, shall be paid by Buyer to the Escrow Agent by wire transfer to Escrow Agent's account at the time of Closing, and the Escrow Agent shall immediately upon Closing disburse such funds pursuant to the Closing Statement. Buyer understands and acknowledges that the purchase of the Property and this Agreement IS NOT contingent on Buyer obtaining financing for the purchase of the Property. Wired funds must be received in the Escrow Agent's account prior to 12:00 p.m. Pacific Standard Time on the Closing Date for Seller to receive the benefit of such funds. Accordingly, if funds are received after 12:00 p.m. Pacific Standard Time on the Closing Date, the Closing Date shall be automatically adjourned to the next Business Day, unless otherwise mutually agreed by the parties.

5.2 Prorations; Adjustments; Closing Costs. The following adjustments and prorations shall be computed as of 11:59 p.m. on the Prorations Date and the Purchase Price shall be adjusted to reflect such prorations; provided, however, the figures utilized by Seller for the proration of rents, security deposits and other expenses for the Property may be calculated using information from a date prior to the Prorations Date, but in no event more than four (4) Business Days prior to the Prorations Date. All costs and expenses of the Property with respect to the period on and prior to the Prorations Date shall be charged to Seller. All costs and expenses of the Property with respect to the period after the Prorations Date shall be charged to Buyer.

- (a) Revenues and Expenses. Seller shall be entitled to receive all revenues and shall be charged with all expenses relating to the ownership and operation of the Property through the Prorations Date. All revenues and expenses shall be prorated as of the Prorations Date. If, as of Closing, any rent is in arrears for the calendar month in which Closing occurs but not for prior periods there shall be no proration of delinquent rent or revenues. All

revenues from the Property collected by Seller after Closing shall be credited first to the obligations then owing to Seller for its period of ownership, remitting the balance due to Buyer for the period after the Closing, if any, but Seller will not institute litigation against any such tenant until six months after the Closing and no such litigation shall seek termination of the Lease in question, termination of the Tenant's right to possession under such Lease or seek to obtain all or any part of any security for such Lease. All revenues from the Property received by Buyer after the Closing shall be applied to rent for the period on and after the Closing Date before payment by Buyer to Seller for application to revenues delinquent as of the Closing. Buyer will use reasonable efforts for a period of not more than one hundred eighty (180) days following the Closing to include in its rent invoices, the amount of any delinquent rents as of the Closing. In no event shall Buyer be obligated to bring any suit against any Tenant or exercise any of its rights or remedies under any Lease in order to collect any such revenue. The provisions of this Section 5.2(a) shall survive Closing.

- (b) Lease Prepayments; Lease Obligations. Buyer shall receive credits against the Purchase Price at Closing to the extent of any prepaid rents paid to Seller by a Tenant.
- (c) Taxes and Assessments; Pending and Certified Liens. To the extent applicable, taxes and assessments for the year of Closing shall be prorated as of the Prorations Date upon the amount of such taxes for the year of Closing if the amount of such taxes is known at the time of Closing; if such amount cannot be then ascertained, proration shall be based upon the amount of the taxes for the preceding year. If any tax proration shall be based upon the amount of taxes for the year preceding the year of Closing, such taxes, at the request of either party, shall be re-prorated and adjusted between the parties, on the basis of the tax bills for the year of Closing when received. City/County, public liens and/or similar liens (collectively, "**Public Liens**"), if any, for which payment is due in full as of the Closing shall be paid by Seller. Any Public Liens for which an installment payment is due and/or for which the owner of the Property has the right to make installment payments on an annual basis (as opposed to being paid in a lump sum) shall be prorated for the year of Closing. Buyer shall assume all obligations for any other Public Liens to the extent payable from and after Closing. Other assessments not included on the regular property tax bills, license fees for transferred licenses, and state or municipal fees and taxes for the Property for the applicable fiscal period during which Closing takes place shall be adjusted as of the Prorations Date on the basis of the most recent ascertainable assessments and rates, and shall be re-prorated as necessary pursuant to Section (f) below. The provisions of this Section shall survive Closing.

- (d) Other Prorations. In addition to the previously stated adjustments and prorations at Closing, the parties shall also make such adjustments and prorations to the Purchase Price as are customary and usual in transactions similar to the transaction contemplated by this Agreement for properties located in the County, unless otherwise expressly provided in this Agreement.
- (e) Re-proration and Post-Closing Adjustments. In the event that any adjustments or prorations under this Section 5.2 cannot be apportioned or adjusted at Closing by reason of the fact that final or liquidated amounts have not been ascertained, or are not available as of such date, the parties hereto agree to apportion or adjust such items on the basis of their best estimates of the amounts at Closing and to re-prorate any and all of such amounts promptly after the final or liquidated amounts are ascertained. In the event of any omission or mathematical error on the Closing Statement, or if the prorations, apportionments and computations shall prove to be incorrect for any reason, the same shall be promptly adjusted when determined and the appropriate party paid any monies owed. This provision shall survive Closing for a period of twelve (12) months.
- (f) Tenant Pay Items. Notwithstanding anything to the contrary in this Section 5.2, (A) to the extent the Tenant is obligated by the Theme Park Lease to pay any expenses (including, without limitation, real property taxes and assessments and/or utility charges) otherwise subject to proration hereunder directly to the applicable governmental entity, utility or services provider, or other third party, no proration of such expenses shall be made at Closing, and (B) to the extent that the Tenant is responsible for payment of any category of expenses otherwise subject to proration in the form of operating expense reimbursements under the Lease, no proration of such expenses shall be made at Closing.

5.3 Costs and Expenses. At Closing, Seller shall pay (i) all state, county and city transfer taxes, deed stamps or similar amounts, (ii) the cost of the portion of the premium for the Title Policy attributable to CLTA coverage and (iii) one-half of Escrow Agent's escrow fee. At Closing, Buyer shall pay (a) the cost of portion of the premium for the Title Policy attributable to extended coverage and the cost of any endorsements obtained by Buyer and (b) one-half of Escrow Agent's escrow fee. All other Closing and Escrow costs shall be allocated between Buyer and Seller in accordance with the custom of Santa Clara County. Attorneys' fees, consulting fees, and other due diligence expenses shall be borne by the party incurring such expense. The provisions of this Section shall survive Closing.

## ARTICLE VI.

### TITLE

- 6.1 Title Report. The Title Report was included in the Bid Package. Buyer shall take title to the Real Property subject to the following, all of which shall be deemed "**Acceptable Encumbrances**":
- (a) Exceptions Numbers: 1-25.
  - (b) Liens for real property taxes and assessments not yet due and payable, subject to any prorations provided for herein;
  - (c) The standard printed exceptions contained in owner's title insurance policies, including, without limitation, rights of tenants and/or other occupants of the Property, if any;
  - (d) If a survey is not obtained, matters that would be disclosed by an accurate survey or personal inspection of the Property;
  - (e) Zoning and other regulatory laws and ordinances affecting the Property;
  - (f) Any matters that are approved in writing by Buyer.
- 6.2 Updated Title Report. Buyer and/or Seller may cause the Title Company to update the Title Report and, at Buyer's election, Buyer may obtain a new survey or revise, modify or re-certify an existing survey as necessary in order for the Title Company to delete the survey exception from the Title Policy or to otherwise satisfy the Buyer's objectives. If the updated Title Report contains exceptions that do not constitute Acceptable Encumbrances, Buyer may deliver to Seller written objection thereto prior to the completion of the Closing. If Buyer timely and properly delivers written objection(s) to any such item(s) other than an Acceptable Encumbrance, then Seller shall notify Buyer in writing within three (3) Business Days after receipt of Buyer's notice of Buyer's title objections (but, in any event, prior to the Closing Date) whether Seller elects to remove, discharge or correct the same (and Seller's failure to respond in writing within such period shall be deemed an election by Seller not to remove, discharge or correct Buyer's title objections), and Seller shall have the right but not the obligation to use reasonable diligence to remove, discharge or correct such liens, encumbrances or objections and shall have a period of thirty (30) days after receipt of notice thereof in which to do so (and if necessary the Closing Date shall be extended on a day for day basis); provided, however, Buyer shall be deemed to object to any consensual liens or encumbrances disclosed in the updated Title Report without any need to object to such items in writing or otherwise. Seller shall not in any event be obligated to pay any sums of money or to litigate any matter in order to remove, discharge or correct any lien, encumbrance or objection; provided, however, Seller shall be obligated to remove, discharge or correct any consensual liens and encumbrances disclosed in the updated Title Report and, to the extent the cost therefor does not exceed two percent (2%) of the Purchase Price, nonconsensual liens. Any attempt by Seller to remove other title exceptions (i.e., exceptions that Seller is not obligated to remove pursuant to the preceding



sentence or otherwise in this Article VI) shall not impose an obligation upon Seller to remove such exceptions. If Seller shall be unwilling or unable to or is not required to, remove or discharge the applicable liens, encumbrances or objections within such period, then Buyer may, at its option, no later than five (5) Business Days after Seller notifies Buyer in writing of Seller's unwillingness or inability, or that Seller is not required, to remove or discharge such lien, encumbrance or objection, either terminate this Agreement or accept title in its then existing condition without reduction of the Purchase Price; provided, at Buyer's election, the Closing Date shall be delayed to give effect to such five (5)-Business Day period. If Buyer shall elect to terminate this Agreement, the Deposit shall be returned to Buyer, this Agreement shall terminate, and thereafter neither Seller nor Buyer shall have any further rights or obligations hereunder except such obligations of this Agreement which specifically survive termination. If the updated Title Report contains no exceptions other than those reflected on the Title Report and other Acceptable Encumbrances or if Buyer fails to give written notice of objection(s) to Seller prior to completion of Closing, all matters reflected on the updated Title Commitment shall, except with respect to matters that are deemed objections of Buyer, be deemed Acceptable Encumbrances, this Agreement shall remain in full force and effect and Buyer shall, subject to satisfaction of the conditions set forth in Section 4.2 and further subject to Section 13.1 and the other terms and conditions of this Agreement, be obligated to proceed to Closing in accordance with this Agreement. For the avoidance of doubt, Seller shall cause all mortgages, security agreements and deeds of trust encumbering the Property, other than those encumbering the Theme Park Lease, to be released of record not later than Closing.

## **ARTICLE VII.**

### **ESCROW AND CLOSING**

- 7.1 Escrow Instructions. Upon execution of this Agreement, the parties hereto shall deposit an executed counterpart of this Agreement with the Escrow Agent, and this Agreement shall serve as the instructions to the Escrow Agent as the escrow holder for consummation of the purchase and sale contemplated hereby. Seller and Buyer agree to execute such reasonable additional and supplementary escrow instructions as may be appropriate to enable the Escrow Agent to complete the transaction; provided, however, that in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement shall control.
- 7.2 Time and Place. Closing shall take place on the Closing Date (subject to extension rights expressly set forth herein) or such earlier date as may be mutually acceptable to the parties with all deliveries to be made in escrow to the Escrow Agent prior to the Closing Date.
- 7.3 Seller's Deposit of Documents. At or before Closing, Seller shall deposit or cause to be deposited into escrow with the Escrow Agent the following items:



- (a) an executed and acknowledged Deed in recordable form with respect to the Real Property, in the form of **Exhibit B** hereto, together with any State, County and local transfer tax declarations and forms required to be executed by Seller;
- (b) an executed Certificate of Non-Foreign Status;
- (c) an executed combined Buyer - Seller Closing Statement prepared by the Escrow Agent reflecting all financial aspects of the transaction ("**Closing Statement**");
- (d) a completed State of California Form 593-C;
- (e) two (2) executed duplicate originals of an Assignment and Assumption of Lease (the "**Assignment of Leases**") in the form of Exhibit E;
- (f) An executed Bill of Sale (the "**Bill of Sale**") in the form of Exhibit F;
- (g) Such affidavits, indemnities, resolutions, evidence of existence, good standing, qualification in California (if applicable), and other authorization reasonably satisfactory to Buyer and satisfactory to the Title Company regarding this Agreement and the consummation of the transaction contemplated by this Agreement and reflecting that the documents executed by Seller at Closing were duly authorized and executed;
- (h) An executed and acknowledged Owners Affidavit, to the extent and in such form as the Title Company shall require in order for the Title Policy to be issued at Closing;
- (i) A GAP indemnity to the extent and in such form as the Title Company shall require in order to close on the Closing Date;
- (j) An executed Seller Closing Certificate that all of Seller's warranties and representations remain true and correct in all material respects as of Closing in the form of **Exhibit C**.

7.4 Buyer's Deposit of Documents. At or before Closing, Buyer shall deposit or cause to be deposited into escrow with the Escrow Agent the following items:

- (a) in the balance of the Purchase Price in the amount required by Section 5.1(b) hereof;
- (b) any State, County and local transfer tax declarations and forms required to be executed by Buyer;
- (c) an executed Closing Statement;

- (d) an executed Certificate of Buyer that all of Buyer's warranties and representations remain true in all material respects as of Closing in the form of **Exhibit C** hereto;
  - (e) evidence reasonably satisfactory to the Escrow Agent reflecting that all documents executed by Buyer at Closing were duly authorized and executed;
  - (f) a Certificate of Good Standing from the Secretary of State in which Buyer is organized (if Buyer is a corporation, limited partnership or limited liability company);
  - (g) a completed Preliminary Change of Ownership form;
  - (h) Two (2) duplicate originals executed by Buyer of the Assignment of Leases.
- 7.5 Other Documents. Buyer and Seller shall each deliver such other documents as are otherwise required by this Agreement to consummate the purchase and sale of the Property in accordance with the terms hereof. Unless the parties otherwise agree in writing, the Escrow Agent is hereby designated as the "**Reporting Person**" for the transaction pursuant to Section 6045(e) of the United States Code and the regulations promulgated thereunder. If requested in writing by either party, the Escrow Agent shall confirm its status as the "**Reporting Person**" in writing, which such writing shall comply with the requirements of Section 6045(e) of the United States Code and the regulations promulgated thereunder.
- 7.6 Possession. Possession of the Property, subject to the Lease, shall be surrendered to Buyer at Closing.
- 7.7 Tenant and Service Contractor Notices. Immediately after Closing, Buyer shall deliver to the tenant under the Theme Park Lease a notice of the sale. The provisions of this Section 7.7 shall survive the Closing.
- 7.8 Recording by Escrow Agent. On the Closing Date, upon written authorization by the parties, Escrow Agent shall cause to be recorded in the Official Records (in the order that follows): (a) the Deed; (b) the Parking Agreement; and (c) against the "Main Lot" (as defined in the Lease), a release of the Lease in form and substance reasonably acceptable to, and executed by, the parties.

## **ARTICLE VIII.**

### **ENVIRONMENTAL MATTERS**

- 8.1 Release. Except with respect to a breach of any Express Representation or covenant hereunder by Seller for which Buyer does not release Seller under this Section 8.1, Buyer hereby specifically and irrevocably releases the Seller, its board members, its officers, its employees and its Oversight Board members

(collectively, the “**Released Parties**”) from any and all Claims relating to the presence of Hazardous Materials existing on or under the Property, or the escape, seepage, leakage, spillage, discharge, emission or release of any Hazardous Materials from the Property, if any, including without limitation, any residual contamination, in, on, under or about the Property or affecting natural resources, whether prior to or following Closing, and also including, without limitation, any liability due to asbestos-containing materials at the Property. BUYER'S CLOSING HEREUNDER SHALL BE DEEMED TO CONSTITUTE AN EXPRESS WAIVER OF BUYER'S AND ITS SUCCESSORS' AND ASSIGNS' RIGHTS TO SUE SELLER WITH RESPECT TO ANY CLAIM EXPRESSLY RELEASED BY BUYER UNDER THIS SECTION 8.1 UNDER ANY FEDERAL, STATE OR LOCAL LAW, RULE, ACT, OR REGULATION NOW EXISTING OR HEREAFTER ENACTED OR AMENDED WHICH PROHIBITS OR REGULATES THE USE, HANDLING, STORAGE, TRANSPORTATION OR DISPOSAL OF HAZARDOUS MATERIALS OR WHICH REQUIRES REMOVAL OR REMEDIAL ACTION WITH RESPECT TO SUCH HAZARDOUS MATERIALS, SPECIFICALLY INCLUDING BUT NOT LIMITED TO FEDERAL “**CERCLA**”, “**RCRA**”, AND “**SARA**” ACTS. The acknowledgments of Buyer and the release contained in this Section of this Agreement shall survive Closing or termination of this Agreement.

8.2 Reserved.

8.3 Confidentiality of Hazardous Materials Reports. Unless and until the Closing actually occurs, Buyer, its agents, consultants and employees shall keep confidential all Hazardous Materials Reports and other information concerning the Property, received or completed by Buyer in Buyer’s independent factual, physical and legal examinations and inquiries of the Property, except that: (a) Buyer shall if requested by Seller in writing promptly after receipt provide copies thereof to Seller; and (b) Buyer may disclose same to (i) its consultants if Buyer notifies such consultant of the confidential nature thereof, (ii) as required by applicable law, (iii) in connection with litigation or other judicial proceedings, (iv) its attorneys, accountants and advisors and (v) the extent any such Hazardous Materials Reports or other information is public or has become public through no fault of Buyer. Unless and until the Closing actually occurs, neither the contents nor the results of any test, report, analysis, opinion or other information with respect to the Property conducted by Buyer shall be disclosed by Buyer, its agents, consultants and employees without Seller’s prior written approval (not to be unreasonably withheld, delayed or conditioned) unless and until Buyer is legally required to make such disclosure (in which case Buyer shall have the right to make such disclosure); provided, however, Buyer may disclose as permitted under the foregoing clauses (a) through (b) of this Section 8.3 prior to Closing and to anyone after Closing. The provisions of this Section 8.3 shall survive the termination of this Agreement.

## ARTICLE IX.

### **WARRANTIES AND REPRESENTATIONS AND COVENANTS**

- 9.1 Buyer's Representations and Warranties. Buyer warrants and represents that: (a) Buyer has the full right, power, and authority to purchase the Property from Seller as provided in this Agreement and to carry out Buyer's obligations hereunder; (b) if Buyer is an entity, Buyer is duly formed and in good standing under the laws of the state in which it is organized and at Closing will be duly authorized to conduct business in the State or if Buyer is an individual, Buyer is lawfully capable of entering into and performing the obligations under this Agreement, provided however, in the event that Buyer assigns this Agreement to an entity pursuant to the terms of Article IX of this Agreement, any such entity shall be duly formed and in good standing under the laws of the state of its formation and at Closing qualified to transact business in the State; (c) all requisite action necessary to authorize Buyer to enter into this Agreement and to carry out Buyer's obligations has been obtained; (d) this Agreement has been duly authorized, executed and delivered by Buyer; and (e) the execution of this Agreement and the Closing to occur hereunder do not and will not violate any contract, covenant or other agreement to which Buyer may be a party or by which Buyer may be bound. The provisions of this Section shall survive Closing.
- 9.2 Seller's Representations and Warranties. Seller represents and warrants to Buyer:
- (a) Authorization. Seller is an existing public entity under the laws of the State of California. Seller has the full right, power, and authority to execute and deliver this Agreement, the Deed and the other documents to be executed by Seller pursuant to Section 7.3 and sell, assign, transfer and convey fee simple title to the Property as provided in this Agreement, and to carry out Seller's obligations hereunder, and, upon receipt of the Board Approvals, all requisite action necessary to authorize Seller to enter into this Agreement and to carry out Seller's obligations hereunder has been, or at the Closing will have been, taken. As of Seller's execution of this Agreement, Seller has received all Board Approvals.
  - (b) No Conflict. Seller is not prohibited from consummating the transactions contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order or judgment.
  - (c) No Bankruptcy Proceedings. There are no assignments for the benefit of creditors, receiverships, conservatorships, or voluntary or involuntary proceedings in bankruptcy or pursuant to any other debtor relief laws contemplated or filed by Seller or pending against Seller or the Property.
  - (d) Litigation. There are no suits or other proceedings or causes of action which are pending or, to Seller's knowledge, threatened against or affecting Seller or the Property in any court of competent jurisdiction.

- (e) Leases. The only Lease currently in effect is the Theme Park Lease, and there are no other leases, licenses or occupancy agreements with respect to the Property. The Theme Park Lease is in full force and effect on the terms set forth therein and Seller has delivered to Buyer true, correct and complete copies of the Theme Park Lease. Such Theme Park Lease has not been amended or modified except pursuant to written modifications or amendments, true, correct and complete copies of which have been delivered by Seller to Buyer. To the best of Seller's knowledge, there are no defaults by Tenant under the Theme Park Lease. Seller has good title to the Theme Park Lease and has not assigned or pledged the Theme Park Lease. Seller has not entered into any non-disturbance or analogous agreements with any subtenants.
- (f) Service Contracts. The Seller is not party to, nor is the Seller's interest in the Property bound by, any property management agreement or other Service Contract.
- (g) Compliance With Law. Seller has not received any written notice stating that the Property violates any federal, state, municipal and other governmental statutes, ordinances, by-laws, rules, regulations or any other legal requirements and which have not been cured and, to Seller's knowledge, no such violation exists.
- (h) Hazardous Materials Reports. Seller has provided to Buyer all Hazardous Materials Reports in Seller's possession or control.
- (i) No Violation. The execution of this Agreement and the Closing to occur hereunder do not and will not violate any contract, covenant or other agreement to which Seller may be a party or by which Seller may be bound.
- (j) No Rights to Purchase. No other person or entity, other than Tenant, has a contract or option to purchase, letter of intent, right of first refusal or first offer, or similar rights with respect to the Property that is now outstanding.
- (k) No Condemnation. Seller has not received any notice that any condemnation or eminent domain proceedings are pending or threatened against the Property and Seller knows of no plans by the City or County of Santa Clara to pursue condemnation or eminent domain proceedings against the Property or the Theme Park Lease.
- (l) No Unrecorded Agreements. Seller has not entered into or executed any unrecorded agreement or lease that would be binding on the Property and/or Buyer as of the Closing, other than the Theme Park Lease.
- (m) Employees. Seller has no employees with respect to the Property
- (n) Ownership. Seller is the owner of the Personalty and Intangibles.

- (o) ERISA. Neither the Property nor any portion thereof is the asset of an employee benefit plan as defined in Section 3(3) of ERISA or covered under Title I, Part 4 of ERISA or Section 4975 of the Internal Revenue Code.
- (p) OFAC. Seller (i) is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Department of the Treasury as a terrorist, “Specially Designated and Blocked Persons”, or other banned or blocked person, group, entity, nation or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Asset Control (“**OFAC**”) of the United States Department of the Treasury; and (ii) is not engaged, directly or indirectly, in any dealings or transactions and is not otherwise associated with such person, group, entity or nation.

9.3 Seller’s Knowledge; Survival. For purposes of this Agreement, Seller’s “knowledge” or words of similar import means the actual knowledge of Ruth Shikada, after reasonable and diligent inquiry and investigation including, without limitation, inquiry of the Tenant. The representations and warranties of Seller contained in this Agreement shall survive the Closing and the recordation of the Deed for a period of nine (9) months, at which time they will be deemed to be merged into and superseded by the Deed and other documents executed by Seller and delivered pursuant to Section 7.3, except with respect to claims made in accordance with Section 9.4.

9.4 Limitations. Notwithstanding anything in this Agreement to the contrary, Seller’s liability for breaches of the representations and warranties set forth in Section 9.2 discovered by Buyer after Closing is subject to the following limitations:

- (a) Filing of Claim. Any claim by Buyer against Seller for a breach of a covenant, representation or warranty must be asserted during the period of nine (9) months following the Closing and, any litigation related to such claim must be brought within twelve (12) months following the Closing.
- (b) Actual Knowledge. If Buyer proceeds with Closing despite having the right to terminate this Agreement on account of any breach of a representation or warranty by Seller as to which Buyer has actual knowledge of before Closing, Buyer shall have no claim for any such breach of such representation or warranty, and, by proceeding with Closing as aforesaid, Buyer shall be deemed to have waived all claims based on or resulting from the breach of any such representations or warranties. For purposes of this Agreement, Buyer’s “knowledge” or words of similar import means the actual knowledge of Duffield Milkie without any independent investigation and does not include any imputed or constructive knowledge that may be attributed to such individual(s).

- (c) **Threshold Amount.** Buyer shall have no recourse against Seller until the aggregate claims for breach of any of Seller's covenants, representations or warranties under this Agreement exceed \$25,000.00 (the "**Threshold Amount**"). Once the Threshold Amount has been reached as to any one or more matters in the aggregate, Buyer shall be entitled to recourse against the Seller for the dollar value of all aggregate claims, subject to Sections 9.5 and 9.6.
- 9.5 **Aggregate Liability.** If the Closing occurs, the aggregate liability of Seller arising pursuant to a breach of the representations and warranties of Seller under this Agreement or any document executed or delivered in connection herewith shall not exceed an amount equal to two percent (2%) of the Purchase Price ("**Liability Limitation**"); provided, for the avoidance of doubt, the Liability Limitation shall not apply to Seller's obligations under Sections 5.2, 13.16 or 16.1. The provisions of this Section shall survive Closing.
- 9.6 **Consequential or Punitive Damages.** Neither Seller nor Buyer shall be liable to the other under this Agreement for special, incidental or consequential damages or for punitive or exemplary damages except (i) where such Party's acts or omissions constitute fraud or willful misconduct and (ii) to the extent awarded against Seller or Buyer, as applicable, in favor of a third party.
- 9.7 **Seller's Covenants.** Seller covenants and agrees as follows until the Closing:
- (a) **Insurance.** Seller shall cause to be maintained in force Seller's existing Property coverage insurance and commercial general liability insurance upon the Property in the amounts not less than such amounts as are, on the Execution Date, carried by Seller.
- (b) **Operation and Maintenance.** Seller shall, subject to the terms and conditions of the Leases, operate, maintain, and repair the Property in substantially the same manner as prior to the Execution Date pursuant to its normal course of business. Except to the extent required to comply with applicable law or as the tenants under the Leases are permitted to do without Seller's consent, the Seller shall not materially alter the Property (or permit the material alteration of the Property) after the Execution Date without Buyer's prior written consent.
- (c) **Personalty.** Seller shall not remove any Personalty from the Property unless Seller replaces the same before the Closing with Personalty of equivalent or better utility and quality to the items removed.
- (d) **Title.** Seller shall not further encumber the Property in any consensual manner without the written consent of Buyer. Seller will not apply for any entitlement, variance, change or modification with respect to any zoning of the Property or use of the Property without Buyer's written consent.



- (e) Leases. Seller shall not enter into, terminate, modify or amend any Leases. Seller shall not grant any consent or approval under any Leases. Seller shall not waive any conditions or obligations under any Leases or guarantees of Lease. Seller shall not enter into any non-disturbance or analogous agreements with any subtenants. Seller will, promptly, and, in any event, not later than one Business Day following receipt, give Buyer a true and complete copy of any notices, reports, statements, demand or material correspondence received from Tenants. Seller will not give a notice of default to any Tenant without Buyer's consent.
- (f) Notice of Material Changes. Upon learning of any event or changed condition or circumstance or receiving any notice or documentation or otherwise acquiring knowledge (any of the foregoing being referred to herein as a "**Changed Condition**") which makes any representation or warranty of Seller to Buyer under this Agreement untrue or misleading in any material way or any default by the tenant under any Leases, Seller shall promptly notify Buyer in writing thereof.

Within five (5) Business Days after notification in writing by Seller to Buyer of any such Changed Condition, Seller, at Seller's own option and expense, may elect by written notice to Buyer to remedy the Changed Condition such that Seller's representations and warranties are accurate, and the Closing Date may be extended for up to ten (10) days after the scheduled Closing Date in order for Seller to effectuate such remedy. If Seller does not elect to effectuate such remedy so as to cause Seller's representations and warranties to be accurate, or if Seller so elects but then fails to complete such remedy within such ten (10) day period, then Buyer may elect, by written notice to Seller given at any time thereafter, to terminate this Agreement, in which event (1) neither Buyer nor Seller shall have any further obligation under this Agreement, except for the obligations which expressly survive the termination of this Agreement, and (2) the Deposit together with accrued interest thereon shall be returned to Buyer.

- (g) No Other Contract. Seller will not enter into any other agreement or option to sell the Property or any portion of, or interest in, the Property. Seller will not market the Property for sale. Seller shall not enter into any contract, including, without limitation, any Service Contract, that will be binding on the Property or Buyer at Closing without Buyer's written consent.
- (h) Seller will, promptly, and, in any event, not later than one Business Day following receipt, give Buyer a true and complete copy of any written notices of any violation of law, any hazardous materials or the filing of any litigation affecting the Property.



## ARTICLE X.

### ASSIGNMENT

Buyer may not, prior to the Closing, assign this Agreement, nor may any of Buyer's rights hereunder be transferred in any manner, nor may any of Buyer's rights hereunder or any ownership interest in Buyer be transferred in any manner to any person or entity, without Seller's specific prior written consent, which consent may be withheld by Seller for any reason whatsoever except, however, that Buyer shall have the right to assign this Agreement, without Seller's consent, to an entity controlled by, or under common control with, Buyer; provided, however, any such assignment shall be binding on Seller only to the extent Buyer provides Seller with written intent to so assign, specifically naming the assignee and providing the signature block for the assignee, no later than the Closing Date and a certification by Buyer that the assignee is controlled by, or under common control with, Buyer. If Buyer assigns this Agreement pursuant to the terms hereof: (a) the assignee shall be liable (jointly and severally with assignor) for all of Buyer's obligations hereunder; (b) the assignor (i.e., the original Buyer hereunder) shall remain obligated (but jointly and severally with assignee) with respect to all of Buyer's obligations hereunder; and (c) the assignor and any assignee shall execute such instruments of assignment and assumption in form reasonably acceptable to Seller in confirmation of the provisions hereof. "**Control**" means (a) the power to direct the management and policies, directly or indirectly, of an entity through the ownership of voting securities, contract or otherwise or (b) the ownership, directly or indirectly, of at least fifty percent (50%) of the ownership interests of an entity.

## ARTICLE XI.

### DEFAULT

- 11.1 Buyer's Default. If Buyer shall fail to close the transaction contemplated hereby as and when required solely as a result of a default by Buyer (subject to the terms of this Section 11.1), except to the extent such failure is a result of any Seller default or failure of a closing condition, the Deposit shall be paid over to Seller, as Seller's sole and exclusive remedy, as liquidated damages and not as a penalty, it being acknowledged by Buyer and Seller that in such event Seller will suffer substantial damages but such damages are incapable of exact ascertainment. After payment to Seller of the Deposit, neither Seller nor Buyer shall have any further rights or obligations hereunder except that Buyer and Seller shall remain obligated with respect to the obligations which specifically survive termination. If subsequent to Closing Buyer shall fail to comply with its obligations contained herein which survive Closing, Seller, in addition to any rights and remedies provided herein, shall be entitled to any and all remedies available at law or in equity. Notwithstanding anything contained in this Section 11.1 or this Agreement, no default hereunder shall be deemed to have occurred unless and until Buyer receives written notice from Seller that such event or condition of default has occurred and is continuing and Buyer has failed to cure same within ten (10) Business Days after receipt of written notice of such failure from Seller

or, if cure would reasonably require more than ten (10) Business Days to complete, within such time as would be reasonable under the circumstances.

[SIGNATURE PAGE FOLLOWS]

SELLER AND BUYER ACKNOWLEDGE THAT IN THE EVENT BUYER SHOULD FAIL TO CLOSE THE TRANSACTION CONTEMPLATED HEREBY SOLELY AS A RESULT OF A DEFAULT BY BUYER, THEN SELLER'S DAMAGES WOULD BE DIFFICULT TO DETERMINE, AND THAT THE DEPOSIT IS A REASONABLE ESTIMATE OF SELLER'S DAMAGES RESULTING FROM SUCH FAILURE TO CLOSE THE TRANSACTION RESULTING SOLELY FROM A DEFAULT BY BUYER. SELLER AND BUYER FURTHER AGREE THAT THIS SECTION 11.1 IS INTENDED TO AND DOES LIQUIDATE THE AMOUNT OF DAMAGES DUE SELLER, AND SHALL BE SELLER'S EXCLUSIVE REMEDY AGAINST BUYER, BOTH AT LAW AND IN EQUITY, ARISING FROM OR RELATED TO A FAILURE OF BUYER TO CONSUMMATE THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT, OTHER THAN WITH RESPECT TO BUYER'S INDEMNITY AND CONFIDENTIALITY OBLIGATIONS HEREUNDER. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677.

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Buyer

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Seller

[AGREEMENT CONTINUES ON FOLLOWING PAGE]

[SIGNATURE PAGE C TO PSA]

SELLER AND BUYER ACKNOWLEDGE THAT IN THE EVENT BUYER SHOULD FAIL TO CLOSE THE TRANSACTION CONTEMPLATED HEREBY SOLELY AS A RESULT OF A DEFAULT BY BUYER, THEN SELLER'S DAMAGES WOULD BE DIFFICULT TO DETERMINE, AND THAT THE DEPOSIT IS A REASONABLE ESTIMATE OF SELLER'S DAMAGES RESULTING FROM SUCH FAILURE TO CLOSE THE TRANSACTION RESULTING SOLELY FROM A DEFAULT BY BUYER. SELLER AND BUYER FURTHER AGREE THAT THIS SECTION 11.1 IS INTENDED TO AND DOES LIQUIDATE THE AMOUNT OF DAMAGES DUE SELLER, AND SHALL BE SELLER'S EXCLUSIVE REMEDY AGAINST BUYER, BOTH AT LAW AND IN EQUITY, ARISING FROM OR RELATED TO A FAILURE OF BUYER TO CONSUMMATE THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT, OTHER THAN WITH RESPECT TO BUYER'S INDEMNITY AND CONFIDENTIALITY OBLIGATIONS HEREUNDER. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677.

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Buyer

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Seller

[AGREEMENT CONTINUES ON FOLLOWING PAGE]

[SIGNATURE PAGE C TO PSA]

11.2 Seller's Default. If Seller is in default of this Agreement before or at the Closing, Buyer may elect either:

- (a) to terminate this Agreement, in which case the Deposit (plus accrued interest) shall be returned to Buyer, Seller shall reimburse Buyer for its actual out-of-pocket costs and expenses incurred in connection with the transaction contemplated by this Agreement, in an amount not to exceed One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) in the aggregate, and neither Buyer nor Seller shall have any further liability hereunder; or
- (b) to seek specific performance of Seller's obligations hereunder plus recover the costs and expenses of enforcing this Agreement.
- (c) Notwithstanding anything in this Section 11.2 to the contrary, if Buyer is unable to remedy a default by Seller with specific performance, or if Seller's default results from Seller's fraud, intentional misrepresentation or willful misconduct, then Buyer may recover actual damages arising out of Seller's default.

Buyer expressly waives all other remedies, including suit for damages, provided that nothing herein precludes a claim against Seller after Closing for a breach of any representations and warranties, subject to the limitations of Section 9.4 hereof. If Buyer does not bring suit within six (6) months of the scheduled Closing, Buyer shall be deemed to have elected option (a) above.

11.3 No Obligation of Seller after Closing. Buyer expressly acknowledges and agrees that Seller has no obligations with respect to the Property that survive Closing, except as specifically set forth in this Agreement. The provisions of this Section shall survive Closing. Nothing contained in this Section 11.3 shall be deemed to limit any rights of the Tenant under the Theme Park Lease.

## **ARTICLE XII.**

### **NO JOINT VENTURE**

Buyer acknowledges and agrees that Seller is not a venturer, co-venturer, insurer, guarantor or partner of Buyer in Buyer's development of, construction upon and resale of the Property, and that Seller shall bear no liability whatsoever resulting from or arising out of Buyer's ownership and development of, and construction upon, the Property. The provisions of this Article shall survive Closing.

## ARTICLE XIII.

### MISCELLANEOUS

#### 13.1 Risk of Loss.

- (a) Seller shall, subject to the rights of Tenants, retain all rights with respect to any Pre-Existing Insurance Claims and any Proceeds from Pre-Existing Insurance Claims.
- (b) Seller agrees to give Buyer prompt notice of any Event occurring after the Execution Date and before the Closing Date.
- (c) If on or after the Execution Date and prior to Closing, any Event ("**Termination Event**") shall occur (i) which would cost an amount, greater than, or equal to \$2,000,000 (as estimated by a third party contractor approved by Buyer) to repair and/or restore or in the case of an Event that is a condemnation, an impairment in value of the Property in an amount greater than, or equal to \$2,000,000 (as estimated by a third party contractor approved by Buyer) or (ii) (A) which would materially interfere with the present use of such Property and/or permit the Tenant to terminate the Theme Park Lease or abate rent or (B) with respect to which any mortgagee of the Tenant is not required to apply (or does not apply) proceeds of insurance or condemnation awards, as applicable sufficient to complete such restoration and/or repair, as applicable or (iii) which is not fully covered by Seller's or Tenant's insurance policies and that is not Tenant's obligation to repair and restore pursuant to the Lease, Buyer shall have the right to terminate this Agreement by giving notice to Seller within ten (10) Business Days after Buyer has received notice from Seller of the Event and the Closing Date shall be extended, if necessary, to provide sufficient time for Buyer to make such election (and Buyer's failure to make such election shall be deemed Buyer's election not to terminate this Agreement). Upon such termination, the Deposit shall be returned to Buyer, and neither party shall have any further rights or obligations hereunder except with respect to the provisions of this Agreement which specifically survive termination. If Buyer or Seller does not so timely elect to terminate this Agreement, Seller shall not be obligated to repair the Property, Closing shall take place as provided herein and at Closing Seller shall assign to Buyer all interest of Seller in and to the Net Proceeds (if any).
- (d) If, on or after the expiration of the Diligence Period and prior to Closing, any Event that is not a Termination Event shall occur, Buyer may not terminate this Agreement on account of such Event, Seller shall not be obligated to repair the Property, and Closing shall take place as provided herein, and at Closing Seller shall assign to Buyer all interest of Seller in and to the Net Proceeds.

- (e) At Closing, (i) Buyer shall, to the extent not the obligation of Tenants, reimburse Seller for any reasonable, out-of-pocket sums paid by Seller prior to Closing to repair damage caused by the Event and (ii) Buyer shall receive a credit for any Net Proceeds received by Seller prior to Closing. From and after Closing, Buyer shall, subject to the Theme Park Lease, have the exclusive right to process and handle the claim with Seller's insurance company. Seller makes no representation or warranty with respect to the amount of the Net Proceeds, including, without limitation, whether Buyer will be entitled to the actual cash value or the replacement cost of the Property. Seller and Buyer agree to use good faith efforts to cooperate with each other in negotiating and resolving the amount of the Net Proceeds, including, without limitation, promptly providing any and all materials requested by the insurance company and promptly responding to any and all inquiries from the insurance company.
- (f) Seller and Buyer each expressly waive the provisions of California Civil Code Section 1662 and hereby agree that the provisions of this Agreement shall govern the parties' obligations in the event of any damage or destruction to the Real Property or the taking of all or any part of the Real Property, as applicable.
- (g) The provisions of this Section shall survive Closing.

13.2 Construction. The terms "**Seller**" and "**Buyer**" whenever used in this Agreement shall include the heirs, personal representatives, successors and assigns of the respective parties hereto; provided, however, that Buyer's right of assignment is restricted pursuant to Article X hereof. Whenever used, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders. The term "**including**" as used herein shall in all instances mean "**including, but not limited to**". The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the interpretation of this Agreement. This Agreement and any related instruments shall not be construed more strictly against one party than against the other by virtue of the fact that initial drafts may have been prepared by counsel for one of the parties, it being recognized that this Agreement and any related instruments are the product of extensive negotiations between the parties hereto.

13.3 Counterparts and Electronic Signatures. This Agreement may be executed in multiple counterparts by the parties hereto. All counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original Agreement all of which shall constitute one agreement to be valid as of the date of this Agreement. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures. Seller and Buyer agree that this Agreement or any other

document necessary for the consummation of the transaction contemplated by this Agreement may be accepted, executed or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act ("**E-Sign Act**"), Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act ("**UETA**") and any applicable state law. Any document accepted, executed or agreed to in conformity with such laws will be binding on both Seller and Buyer the same as if it were physically executed and Buyer hereby consents to the use of any third party electronic signature capture service providers as may be chosen by Seller.

- 13.4 Severability and Waiver. Invalidation of any one Section or provision of this Agreement by judgment or court order shall in no way affect any other Section or provision. Failure of any party to this Agreement to insist on the full performance of any of its provisions by the other party (or parties) shall not constitute a waiver of such performance unless the party failing to insist on full performance of the provision declares in writing signed by it that it is waiving such performance. A waiver of any breach under this Agreement by any party, unless otherwise expressly declared in writing, shall not be a continuing waiver or waiver of any subsequent breach of the same or other provision of this Agreement. The provisions of this Section shall survive Closing.
- 13.5 Governing Law. The laws of the State of California (without regard to conflicts of law) shall govern the validity, construction, enforcement and interpretation of this Agreement.
- 13.6 Further Acts. In addition to the acts and deeds recited in this Agreement and contemplated to be performed, executed, and/or delivered under this Agreement, Seller and Buyer agree to perform, execute and/or deliver or cause to be delivered, executed and/or delivered at Closing or after Closing all further acts, fees, and assurances reasonably necessary to consummate the transactions contemplated hereby.
- 13.7 Notices. All notices, demands, requests, and other communications required or permitted hereunder shall be in writing. Any notice given by a party's attorney shall be deemed notice given by such party. All such notices, demands, requests and other communications (and copies thereof) shall be deemed to be delivered: (a) if sent by messenger, upon personal delivery to the party to whom the notice is directed; (b) if sent by email on (i) the Business Day sent so long as such email notice is sent within business hours (i.e., 8 A.M. Pacific Time – 5 P.M. Pacific Time) on that Business Day (unless a different time period is provided here) or (ii) the next Business Day if sent after business hours (i.e., 8 A.M. Pacific Time – 5 P.M. Pacific Time) on the Business Day sent or sent on a day other than a Business Day, and in either case such email notice is followed by notice pursuant to provisions (a) or (b) of this Section or the party to whom such email notice is given acknowledges receipt; or (c) if sent by overnight courier, with request for next Business Day delivery, on the next Business Day after sending; addressed as



follows (or to such other address as the parties may specify by notice given pursuant to this Section):

TO SELLER: To the attention of the Seller's Contact Person in the Key Terms to the Seller's Notice Address in the Key Terms

TO BUYER: To the Buyer's Notice Address set forth in the Key Terms

- 13.8 Entire Agreement and Amendment. This Agreement contains the entire understanding between Buyer and Seller with respect to the subject matter hereof. Neither this Agreement nor any provision hereof may be modified, amended, changed, waived, discharged or terminated orally. Any such action may occur only by an instrument in writing signed by the party against whom enforcement of the modification, change, waiver, discharge or termination is sought.
- 13.9 Recording. This Agreement shall not be recorded and Buyer agrees that recording shall constitute a default by Buyer.
- 13.10 Exhibits. The Exhibits that are referenced in and attached to this Agreement are incorporated in, and made a part of, this Agreement for all purposes.
- 13.11 Time of the Essence. Seller and Buyer expressly agree that time is of the essence with respect to this Agreement. If the final day of any period or any date of performance under this Agreement falls on a date which is not a Business Day, then the final day of the period or the date of performance, as applicable, shall be extended to the next day which is a Business Day.
- 13.12 No Third Party Beneficiary. This Agreement is solely between Seller and Buyer and no other party shall be entitled to rely upon any provision hereof for any purpose whatsoever.
- 13.13 Limitation on Liability. Buyer expressly agrees that the obligations and liabilities of Seller under this Agreement and any document referenced herein shall not constitute personal obligations of the officers, directors, shareholders, employees, agents, representatives, trustees, partners, members, certificate holders, or other principals of Seller. Notwithstanding anything to the contrary, Seller's liability, if any, arising in connection with this Agreement or with the Property shall be limited to the amount set forth in Section 9.5 above to the extent provided therein for the recovery of any judgment against Seller, and Seller shall not be personally liable for any such judgment or deficiency after full recovery thereon. The limitations of liability contained in this paragraph shall apply equally and inure to the benefit of all of Seller's board members, officers, employees and Oversight Board members. The provisions of this Section shall survive termination and Closing.
- 13.14 Legal Counsel and Joint Authorship. Each of Buyer and Seller has received independent legal advice from attorneys of its choice with respect to the advisability of making and executing this Agreement and the documents which,

under the terms of this Agreement, are to be executed and delivered by Seller or Buyer or both at Closing (the "**Closing Documents**") or waived its right to do so. Buyer hereby acknowledges that Seller's counsel is not representing the Buyer or any interests of Buyer in connection with this Agreement or any other matter and that, unless Buyer is represented by counsel, Buyer has made the informed decision to not consult with an attorney of Buyer's choice prior to the execution of this Agreement. In the event of any dispute or controversy regarding authorship of this Agreement or the Closing Documents, Buyer and Seller shall be conclusively deemed to be the joint authors of this Agreement and the Closing Documents and no provision of this Agreement or the Closing Documents shall be interpreted against Buyer or Seller by reason of authorship.

13.15 **Prohibited Persons.** Neither Buyer nor, to Buyer's knowledge, any of its respective officers, directors, shareholders, partners, members or affiliates (including without limitation indirect holders of equity interests in Buyer) is or will be an entity or person (i) that is listed in the Annex to, or is otherwise subject to the provisions of Executive Order 13224 issued on September 24, 2001 ("**EO13224**"), (ii) whose name appears on the United States Treasury Department's Office of Foreign Assets Control ("**OFAC**") most current list of "**Specifically Designated National and Blocked Persons**" (which list may be published from time to time in various mediums including, but not limited to, the OFAC website) (iii) who commits, threatens to commit or supports "**terrorism**", as that term is defined in EO13224, (iv) is subject to sanctions of the United States government or is in violation of any federal, state, municipal or local laws, statutes, codes, ordinances, orders, decrees, rules or regulations relating to terrorism or money laundering, including, without limitation, EO13224 and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, or (v) who is otherwise affiliated with any entity or person listed above (any and all parties or persons described in clauses (i) – (v) above are herein referred to as a "**Prohibited Person**"). Buyer covenants and agrees that neither Buyer nor, to Buyer's knowledge, any of its respective officers, directors, shareholders, partners, members or affiliates (including without limitation indirect holders of equity interests in Buyer) shall (aa) conduct any business, nor engage in any transaction or dealing, with any Prohibited Person, including, but not limited to, the making or receiving of any contribution of funds, goods, or services, to or for the benefit of a Prohibited Person, or (bb) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in EO13224. The provisions of this Section shall survive Closing or termination of this Agreement.

13.16 **Broker.** Seller represents and warrants to Buyer that Seller has not incurred, and shall not have incurred as of the Closing, any liability for the payment of any brokerage fee or commission in connection with the transaction contemplated in this Agreement, other than to Eastdil Secured ("**Eastdil**"). Seller shall pay a commission to Eastdil at Closing pursuant to the terms of a separate written agreement between Seller and Eastdil. Buyer represents and warrants to Seller

that Buyer has not incurred, and shall not have incurred as of the Closing, any liability for the payment of any brokerage fee or commission in connection with the transaction contemplated in this Agreement. Seller and Buyer hereby agree to defend, indemnify and hold harmless the other from and against any and all claims of any other person claiming a brokerage fee or commission through the indemnifying party. The provisions of this Section 13.16 shall survive Closing or termination of this Agreement.

13.17. **Tax deferred exchange.** Either party may consummate the purchase or sale of the Property as part of a like kind exchange ("**Exchange**") pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended ("**Code**") provided: (i) Close of Escrow shall not be affected by the Exchange, nor shall the consummation or accomplishment of the Exchange be a condition to either party's obligations under this Agreement; (ii) the party consummating the Exchange ("**Electing Party**") shall effect the Exchange through an assignment of this Agreement, or its rights under this Agreement, to a qualified intermediary; (iii) the other party (the "**Other Party**") shall not be required to take an assignment of the purchase agreement for the relinquished property or be required to acquire or hold title to any real property; (iv) the Electing Party shall indemnify, defend and hold the Other Party harmless from and against any Claim arising from or related to such Exchange that would not have been incurred by the Other Party if the transaction were not subject of an Exchange; and (v) the Exchange is not a Closing Condition of either party.

13.18 **No Merger.** Seller and Buyer hereby acknowledge and agree that, in accordance with Section 903 of the Theme Park Lease, it is their express intention that neither the Theme Park Lease nor the estate created and/or conveyed by the Theme Park Lease shall merge with the fee estate in and to the Property regardless of the ownership, either directly or indirectly, of such estates in connection with this Agreement or the transactions contemplated hereby.

#### **ARTICLE XIV.**

#### **ESCROW TERMS**

The Escrow Agent shall hold the Deposit in escrow on the following terms and conditions:

- (a) The Escrow Agent shall deliver the Deposit to Seller or Buyer, as the case may be, in accordance with and subject to the terms and conditions of this Agreement.
- (b) Any notice to or demand upon the Escrow Agent shall be in writing and shall be sufficient only if received by the Escrow Agent within the applicable time periods set forth herein, if any. Notices to or demands upon the Escrow Agent shall be sent in accordance with Section 13.7 hereof, to the Contact Person and address set forth in the Defined Terms.

Notices from the Escrow Agent to Seller or Buyer shall be delivered to them in accordance with Section 13.7 of this Agreement.

- (c) If the Escrow Agent shall have received notice signed by either party advising that litigation between the parties over entitlement to the Deposit has been commenced, the Escrow Agent shall, on demand of either party, deposit the Deposit with the clerk of the court in which such litigation is pending. If at any time the Escrow Agent is uncertain of its duties hereunder or if Escrow Agent for any other reason is no longer willing to serve as escrow agent, the Escrow Agent may, on notice to the parties, take such affirmative steps as it may, at its option, elect in order to terminate its duties as the Escrow Agent, including, but not limited to, the deposit of the Deposit with a court of competent jurisdiction and the commencement of an action for interpleader, the reasonable costs of which shall be borne by whichever of the parties is the losing party. Upon the taking by the Escrow Agent of such action described, the Escrow Agent shall be released of and from all liability hereunder as escrow agent, except for the gross negligence or willful misconduct of Escrow Agent.
- (d) The Escrow Agent shall not incur any liability in acting upon any signature, notice, demand, request, waiver, consent, receipt or other paper or document believed by the Escrow Agent to be genuine. The Escrow Agent may assume that any person purporting to give it any notice on behalf of any party in accordance with the provisions hereof has been duly authorized to do so, or is otherwise acting or failing to act under this Section except in the case of the Escrow Agent's gross negligence or willful misconduct.
- (e) The terms and provisions of this Article shall create no right in any person or entity other than the parties and their respective successors and permitted assigns and no third party shall have the right to enforce or benefit from the terms hereof.
- (f) The Escrow Agent has executed this Agreement for the sole purpose of agreeing to act as such in accordance with the terms of this Agreement.

## **ARTICLE XV.**

### **OTHER DISCLOSURES**

- 15.1 Radon. Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines may have been found in buildings in the state where the Property is located. Additional information regarding radon and radon testing may be obtained from your county or state health unit. Buyer represents and warrants that he/she/it has

not relied on the accuracy or completeness of any representations that have been made by the Seller and/or Listing Broker as to the presence of radon and that the Buyer has not relied on the Seller's or Listing Broker's failure to provide information regarding the presence or effects of any radon found on the Property. Real estate brokers and agents are not generally qualified to advise buyers on radon treatment or its health and safety risks.

- 15.2 Non-Discrimination Notice. To the extent required by Seller's vesting deed, the Deed will include any required nondiscrimination language.

## **ARTICLE XVI.**

### **LITIGATION**

- 16.1 Attorneys' Fees; Jurisdiction; Venue. In the event of any litigation arising out of or under this Agreement, the prevailing party shall be entitled to collect from the non-prevailing party reasonable attorneys' fees and costs. Buyer and Seller hereby submit to the jurisdiction of the Civil Courts of the State and the United States District Courts located in the State in respect of any suit or other proceeding brought in connection with or arising out of this Agreement and venue shall be in the County. The provisions of this Section shall survive Closing.
- 16.2 **WAIVER OF JURY TRIAL. TO THE EXTENT PERMITTED BY LAW, THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY DOCUMENT EXECUTED IN CONNECTION HERewith OR RELATED HERETO, OR ANY COURSE OR CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS TRANSACTION. NOTWITHSTANDING THE FOREGOING, IN THE EVENT THAT THE JURY TRIAL WAIVER CONTAINED HEREIN SHALL BE HELD OR DEEMED TO BE UNENFORCEABLE, EACH OF THE PARTIES TO THIS AGREEMENT HEREBY EXPRESSLY AGREES TO SUBMIT TO JUDICIAL REFERENCE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTIONS 638 THROUGH 645.1 ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING HEREUNDER FOR WHICH A JURY TRIAL WOULD OTHERWISE BE APPLICABLE OR AVAILABLE. PURSUANT TO SUCH JUDICIAL REFERENCE, EACH OF THE PARTIES TO THIS AGREEMENT AGREE TO THE APPOINTMENT OF A SINGLE REFEREE AND SHALL USE THEIR BEST EFFORTS TO AGREE ON THE SELECTION OF A REFEREE. IF THE PARTIES ARE UNABLE TO AGREE ON A SINGLE A REFEREE, A REFEREE SHALL BE APPOINTED BY THE COURT UNDER CALIFORNIA CODE OF CIVIL PROCEDURE SECTIONS**

638 AND 640 TO HEAR ANY DISPUTES HEREUNDER IN LIEU OF ANY SUCH JURY TRIAL. EACH OF THE PARTIES TO THIS AGREEMENT ACKNOWLEDGES AND AGREES THAT THE APPOINTED REFEREE SHALL HAVE THE POWER TO DECIDE ALL ISSUES IN THE APPLICABLE ACTION OR PROCEEDING, WHETHER OF FACT OR LAW, AND SHALL REPORT A STATEMENT OF DECISION THEREON; PROVIDED, HOWEVER, THAT ANY MATTERS WHICH WOULD NOT OTHERWISE BE THE SUBJECT OF A JURY TRIAL WILL BE UNAFFECTED BY THIS WAIVER AND THE AGREEMENTS CONTAINED HEREIN. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY AGREE THAT THE PROVISIONS CONTAINED HEREIN HAVE BEEN FAIRLY NEGOTIATED ON AN ARMS-LENGTH BASIS, WITH BOTH SIDES AGREEING TO THE SAME KNOWINGLY AND BEING AFFORDED THE OPPORTUNITY TO HAVE THEIR RESPECTIVE LEGAL COUNSEL CONSENT TO THE MATTERS CONTAINED HEREIN. ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF EACH OF THE PARTIES TO THIS AGREEMENT TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY AND THE AGREEMENTS CONTAINED HEREIN REGARDING THE APPLICATION OF JUDICIAL REFERENCE IN THE EVENT OF THE INVALIDITY OF SUCH JURY TRIAL WAIVER. THE PROVISIONS OF THIS SECTION 16.2 SHALL SURVIVE THE CLOSING OR THE TERMINATION HEREOF.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

Buyer and Seller have executed this Agreement as of the Execution Date.

SELLER:

**SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE  
CITY OF SANTA CLARA,  
A separate public entity**

APPROVED AS TO FORM

\_\_\_\_\_  
BRIAN DOYLE  
Agency General Counsel

\_\_\_\_\_  
DEANNA J. SANTANA  
Executive Director  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771  
Date:\_\_\_\_\_

[SIGNATURE PAGE TO PSA]

BUYER:

**CEDAR FAIR SOUTHWEST INC.,**

a Delaware corporation

By: \_\_\_\_\_

Name: Brian C. Witherow

Title: Executive Vice President & Chief Financial Officer

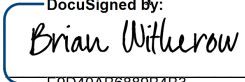
[SIGNATURE PAGE TO PSA]



BUYER:

**CEDAR FAIR SOUTHWEST INC.,**

a Delaware corporation

By:  *Brian Witherow*

Name: Brian C. Witherow

Title: Executive Vice President & Chief Financial Officer

[SIGNATURE PAGE TO PSA]

EXECUTION BY ESCROW AGENT

The Escrow Agent executes this Agreement for the purposes of acknowledging its Agreement to serve as escrow agent in accordance with the terms of the Agreement and to acknowledge receipt of the Deposit of Thirty Million and 00/100 Dollars (\$30,000,000) (if in the form of a check, subject to clearance) from Buyer as the Deposit due thereunder.

First American Title Insurance Company

By: \_\_\_\_\_

Date: \_\_\_\_\_, 2019

[SIGNATURE PAGE TO PSA]

EXHIBIT A

LEGAL DESCRIPTION

PARCEL ONE:

ALL OF PARCEL B, AS SHOWN UPON THAT CERTAIN MAP ENTITLED, "PARCEL MAP BEING A RESUBDIVISION OF A PORTION OF THE LANDS OF THE MARRIOTT CORPORATION SUCCESSORS BY MERGER TO FESPAR ENTERPRISES, INC., AND MARRIOTT HOTELS, INC., AND LANDS OF DORCICH FARMS AS SHOWN ON THE RECORD OF SURVEY RECORDED IN BOOK 345 OF MAPS, PAGES 1 TO 8 INCLUSIVE, SANTA CLARA COUNTY RECORDS", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON MAY 29, 1985 IN BOOK 543 OF MAPS, PAGES 52 AND 53.

EXCEPTING THEREFROM ANY AND ALL BUILDINGS AND IMPROVEMENTS NOW LOCATED THEREON, WHICH BUILDINGS AND IMPROVEMENTS ARE AND SHALL REMAIN REAL PROPERTY, AS GRANTED IN THE DEED TO KINGS ENTERTAINMENT COMPANY, A NORTH CAROLINA CORPORATION, RECORDED JUNE 01, 1989 AS INSTRUMENT NO. 10131589.

ALSO EXCEPTING THEREFROM THAT PORTION OF SAID PARCEL B DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEASTERLY CORNER OF SAID PARCEL B AS SHOWN UPON SAID PARCEL MAP;

THENCE FROM SAID POINT OF BEGINNING ALONG THE NORTHERLY LINE OF SAID PARCEL B, NORTH 89° 33' 00" WEST, 1593.63 FEET, TO A LINE COMMON TO PARCELS A AND B OF SAID MAP;

THENCE ALONG SAID COMMON LINE SOUTH 5° 06' 02" WEST, 985.76 FEET;  
THENCE LEAVING SAID COMMON LINE NORTH 60° 41' 22" EAST, 148.89 FEET;  
THENCE NORTH 0° 18' 47" EAST, 463.54 FEET;  
THENCE NORTH 50° 02' 10" EAST, 487.02 FEET;  
THENCE NORTH 71° 10' 24" EAST, 124.71 FEET;  
THENCE NORTH 82° 53' 18" EAST, 41.52 FEET;  
THENCE SOUTH 62° 44' 53" EAST, 207.51 FEET;  
THENCE SOUTH 17° 49' 11" EAST, 141.16 FEET;  
THENCE SOUTH 58° 56' 42" EAST, 29.91 FEET;  
THENCE SOUTH 14° 12' 01" EAST, 39.97 FEET;  
THENCE NORTH 64° 33' 36" EAST, 834.11 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID PARCEL B AS SHOWN UPON SAID PARCEL MAP;

THENCE FROM SAID POINT OF BEGINNING ALONG THE NORTHERLY LINE OF SAID PARCEL B,

NORTH 89° 33' 00" WEST, 1593.63 FEET, TO A LINE COMMON TO PARCELS A AND B OF SAID MAP;  
THENCE ALONG SAID COMMON LINE SOUTH 5° 06' 02" WEST, 985.76 FEET;  
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THENCE NORTH 64° 33' 36" EAST, 834.11 FEET TO THE POINT OF BEGINNING.

PARCEL THREE:

AN EASEMENT FOR THE PURPOSE OF USE, MAINTENANCE, AND REPAIR OF A WATER WELL AND RELATED EQUIPMENT, PIPING AND UTILITIES, SHOWN AS "PRIVATE WATER EASEMENT" UPON THAT CERTAIN MAP ENTITLED, "PARCEL MAP, BEING A RESUBDIVISION OF A PORTION OF THE LANDS OF THE MARRIOTT CORPORATION, SUCCESSOR BY MERGER TO FESPAR ENTERPRISES, INC. AND MARRIOTT HOTELS, INC., AND LANDS OF DORCICH FARMS AS SHOWN ON THE RECORD OF SURVEY RECORDED IN BOOK 345 OF MAPS, PAGES 1 TO 8, INCLUSIVE, SANTA CLARA COUNTY RECORDS", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON NOVEMBER 22, 1982 IN BOOK 506 OF MAP, PAGES 30, 31, 32 AND 33.

PARCEL FOUR:

A NON-EXCLUSIVE EASEMENT 20.00 FEET WIDE FOR THE PURPOSE OF INGRESS AND EGRESS TO AN EXISTING SIGN EASEMENT, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING ON THE SOUTHERLY LINE OF FREEDOM CIRCLE AT THE NORTHERLY COMMON CORNER OF PARCELS 3 AND 4 AS SAID CIRCLE AND PARCELS ARE SHOWN ON THAT PARCEL MAP FILED IN BOOK 410 OF MAPS, PAGES 29 AND 30, SANTA CLARA COUNTY RECORDS; THENCE NORTHEASTERLY ALONG THE SOUTHERLY LINE OF FREEDOM CIRCLE ON A CURVE TO THE LEFT WITH A RADIUS OF 336 FEET THROUGH A CENTRAL ANGLE OF 0° 54' 09" AN ARC DISTANCE OF 5.29 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE FROM SAID TRUE POINT OF BEGINNING CONTINUING ALONG SAID CURVE TO THE LEFT WITH A RADIUS OF 336 FEET THROUGH A CENTRAL ANGLE OF 3° 38' 21" AN ARC DISTANCE OF 21.34 FEET;  
THENCE SOUTH 15° 11' 58" WEST 134.19 FEET;

THENCE SOUTH 14° 48' 02" EAST 40.00 FEET;  
THENCE SOUTH 15° 11' 58" WEST 233.34 FEET;  
THENCE SOUTH 70° 14' 53" EAST 207.87 FEET TO THE WESTERLY LINE OF A 50  
FOOT BY 40 FOOT SIGN EASEMENT AS SHOWN ON THE ABOVE MENTIONED  
PARCEL MAP;  
THENCE ALONG THE WESTERLY LINE OF SAID 50 FOOT BY 40 FOOT SIGN  
EASEMENT, SOUTH  
19° 45' 07" WEST 20.00 FEET TO THE NORTHERLY LINE OF A 35 FOOT WIDE STORM  
DRAINAGE EASEMENT AS SHOWN ON THE ABOVE MENTIONED PARCEL MAP;  
THENCE ALONG THE NORTHERLY LINE OF SAID 35 FOOT WIDE STORM DRAINAGE  
EASEMENT NORTH 70° 14' 53" WEST 226.21 FEET;  
THENCE NORTH 15° 11' 58" EAST 246.30 FEET;  
THENCE NORTH 14° 48' 02" WEST 40.00 FEET;  
THENCE NORTH 15° 11' 58" EAST 131.73 FEET TO THE POINT OF BEGINNING.

PARCEL FIVE:

AN EASEMENT FOR THE PURPOSE OF A SIGN, SHOWN AS "PROPOSED SIGN  
EASEMENT UPON THAT CERTAIN MAP ENTITLED, "PARCEL MAP BEING A  
RESUBDIVISION OF LANDS OF MARRIOTT CORPORATION, SUCCESSOR BY  
MERGER TO FESPAR ENTERPRISES, INC. AND MARRIOTT HOTELS INC., AND  
STEPHEN & MARY DORCICH AS SHOWN ON RECORD OF SURVEY RECORDED ON  
JANUARY 12, 1977 IN BOOK 386 OF MAPS, PAGE 54 SANTA CLARA COUNTY  
RECORDS", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE  
RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON  
DECEMBER 29, 1977 IN BOOK 410 OF MAPS, PAGES 29 AND 30.

PARCEL SIX:

REAL PROPERTY RIGHTS AS SET FORTH IN THE DEED TO CITY AND COUNTY OF  
SAN FRANCISCO RECORDED NOVEMBER 2, 1950 IN BOOK 2088, PAGE 546 OF  
OFFICIAL RECORDS.

**EXHIBIT B**

**FORM OF GRANT DEED**

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

\_\_\_\_\_

Attention:

MAIL TAX STATEMENT TO:

Attention:

\_\_\_\_\_  
(Space Above Line for Recorder's Use Only)

The undersigned grantor(s) declare(s):

Documentary transfer tax is: \$\_\_\_\_\_

( ) Computed on full value of property conveyed, or

( ) Computed on full value less value of liens and encumbrances remaining at time of sale.

( ) Unincorporated area: ( ) City of \_\_\_\_\_, and

**GRANT DEED**

**FOR VALUE RECEIVED**, the receipt and sufficiency of which are hereby acknowledged, **SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SANTA CLARA**, successor to the former Redevelopment Agency of the City of Santa Clara, California, a separate public entity, hereby grants to \_\_\_\_\_, a \_\_\_\_\_, all of that certain real property more particularly described in Schedule 1 attached hereto and incorporated herein by this reference, together with any and all tenements, hereditaments, easements, rights-of-way, appurtenances, development rights or intangible property anyway appertaining to the same.

By acceptance of this Grant Deed, Grantee herein covenants by and for itself, its successors and assigns that there shall be no discrimination against or segregation of a person or of a group of persons on account of race, color, religion, creed, national origin, ancestry, disability (actual or perceived), medical condition, age, source of income, familial status, marital status, domestic partner status, sex, sexual preference/orientation, Acquired Immune Deficiency Syndrome (AIDS) acquired or perceived, or any additional basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, as such provisions may be amended from time to time, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed nor shall Grantee or any person claiming under or through Grantee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees,

vendees, or employees in the property herein conveyed. The foregoing covenant shall run with the land.

Grantor disclaims any and all express or implied warranties regarding the Property by virtue of this Grant Deed other than the implied warranties stated in Section 1113 of the California Civil Code.

**SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE  
CITY OF SANTA CLARA,  
A separate public entity**

APPROVED AS TO FORM

\_\_\_\_\_  
BRIAN DOYLE  
Agency General Counsel

ATTEST:

\_\_\_\_\_  
NORMA PIMENTAL  
Agency Secretary

\_\_\_\_\_  
DEANNA J. SANTANA  
Executive Director  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

Date:\_\_\_\_\_

\_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2019 before me,  
(here insert name and title of the officer), personally appeared

to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)



SCHEDULE 1  
LEGAL DESCRIPTION

PARCEL ONE:

ALL OF PARCEL B, AS SHOWN UPON THAT CERTAIN MAP ENTITLED, "PARCEL MAP BEING A RESUBDIVISION OF A PORTION OF THE LANDS OF THE MARRIOTT CORPORATION SUCCESSORS BY MERGER TO FESPAR ENTERPRISES, INC., AND MARRIOTT HOTELS, INC., AND LANDS OF DORCICH FARMS AS SHOWN ON THE RECORD OF SURVEY RECORDED IN BOOK 345 OF MAPS, PAGES 1 TO 8 INCLUSIVE, SANTA CLARA COUNTY RECORDS", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON MAY 29, 1985 IN BOOK 543 OF MAPS, PAGES 52 AND 53.

EXCEPTING THEREFROM ANY AND ALL BUILDINGS AND IMPROVEMENTS NOW LOCATED THEREON, WHICH BUILDINGS AND IMPROVEMENTS ARE AND SHALL REMAIN REAL PROPERTY, AS GRANTED IN THE DEED TO KINGS ENTERTAINMENT COMPANY, A NORTH CAROLINA CORPORATION, RECORDED JUNE 01, 1989 AS INSTRUMENT NO. 10131589.

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AN EASEMENT FOR THE PURPOSE OF USE, MAINTENANCE, AND REPAIR OF A WATER WELL AND RELATED EQUIPMENT, PIPING AND UTILITIES, SHOWN AS "PRIVATE WATER EASEMENT" UPON THAT CERTAIN MAP ENTITLED, "PARCEL MAP, BEING A RESUBDIVISION OF A PORTION OF THE LANDS OF THE MARRIOTT CORPORATION, SUCCESSOR BY MERGER TO FESPAR ENTERPRISES, INC. AND MARRIOTT HOTELS, INC., AND LANDS OF DORCICH FARMS AS SHOWN ON THE RECORD OF SURVEY RECORDED IN BOOK 345 OF MAPS, PAGES 1 TO 8, INCLUSIVE, SANTA CLARA COUNTY RECORDS", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON NOVEMBER 22, 1982 IN BOOK 506 OF MAP, PAGES 30, 31, 32 AND 33.

#### PARCEL FOUR:

A NON-EXCLUSIVE EASEMENT 20.00 FEET WIDE FOR THE PURPOSE OF INGRESS AND EGRESS TO AN EXISTING SIGN EASEMENT, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING ON THE SOUTHERLY LINE OF FREEDOM CIRCLE AT THE NORTHERLY COMMON CORNER OF PARCELS 3 AND 4 AS SAID CIRCLE AND PARCELS ARE SHOWN ON THAT PARCEL MAP FILED IN BOOK 410 OF MAPS, PAGES 29 AND 30, SANTA CLARA COUNTY RECORDS; THENCE NORTHEASTERLY ALONG THE SOUTHERLY LINE OF FREEDOM CIRCLE ON A CURVE TO THE LEFT WITH A RADIUS OF 336 FEET THROUGH A CENTRAL ANGLE OF 0° 54' 09" AN ARC DISTANCE OF 5.29 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE FROM SAID TRUE POINT OF BEGINNING CONTINUING ALONG SAID CURVE TO THE LEFT WITH A RADIUS OF 336 FEET THROUGH A CENTRAL ANGLE OF 3° 38' 21" AN ARC DISTANCE OF 21.34 FEET; THENCE SOUTH 15° 11' 58" WEST 134.19 FEET;

THENCE SOUTH 14° 48' 02" EAST 40.00 FEET;  
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THENCE SOUTH 70° 14' 53" EAST 207.87 FEET TO THE WESTERLY LINE OF A 50  
FOOT BY 40 FOOT SIGN EASEMENT AS SHOWN ON THE ABOVE MENTIONED  
PARCEL MAP;  
THENCE ALONG THE WESTERLY LINE OF SAID 50 FOOT BY 40 FOOT SIGN  
EASEMENT, SOUTH  
19° 45' 07" WEST 20.00 FEET TO THE NORTHERLY LINE OF A 35 FOOT WIDE STORM  
DRAINAGE EASEMENT AS SHOWN ON THE ABOVE MENTIONED PARCEL MAP;  
THENCE ALONG THE NORTHERLY LINE OF SAID 35 FOOT WIDE STORM DRAINAGE  
EASEMENT NORTH 70° 14' 53" WEST 226.21 FEET;  
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PARCEL FIVE:

AN EASEMENT FOR THE PURPOSE OF A SIGN, SHOWN AS "PROPOSED SIGN  
EASEMENT UPON THAT CERTAIN MAP ENTITLED, "PARCEL MAP BEING A  
RESUBDIVISION OF LANDS OF MARRIOTT CORPORATION, SUCCESSOR BY  
MERGER TO FESPAR ENTERPRISES, INC. AND MARRIOTT HOTELS INC., AND  
STEPHEN & MARY DORCICH AS SHOWN ON RECORD OF SURVEY RECORDED ON  
JANUARY 12, 1977 IN BOOK 386 OF MAPS, PAGE 54 SANTA CLARA COUNTY  
RECORDS", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE  
RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON  
DECEMBER 29, 1977 IN BOOK 410 OF MAPS, PAGES 29 AND 30.

PARCEL SIX:

REAL PROPERTY RIGHTS AS SET FORTH IN THE DEED TO CITY AND COUNTY OF  
SAN FRANCISCO RECORDED NOVEMBER 2, 1950 IN BOOK 2088, PAGE 546 OF  
OFFICIAL RECORDS.

**EXHIBIT C**

**FORM OF CERTIFICATE OF BUYER/SELLER**

\_\_\_\_\_, a \_\_\_\_\_ as the [ Buyer/Seller] under that certain Agreement for Purchase and Sale of Property dated \_\_\_\_\_, 2019, by and between Buyer and Seller (the "**Agreement**") does hereby certify that all representations and warranties of [Buyer/Seller] set forth in the Agreement remain true in all material respects as of \_\_\_\_\_, 2019. [Seller confirms that the condition set forth in Section 4.1 of the Agreement has been satisfied.]

\_\_\_\_\_  
A \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT D**

**INTENTIONALLY OMITTED**

## EXHIBIT E

### ASSIGNMENT AND ASSUMPTION OF LEASE

**THIS ASSIGNMENT AND ASSUMPTION OF LEASE** (this “**Assignment**”) is made and entered into as of \_\_\_\_\_, 2019, by and between the Successor Agency to the Redevelopment Agency of the City of Santa Clara, a separate public entity (“**Assignor**”), and \_\_\_\_\_ (“**Assignee**”).

#### Recitals

A. Assignor, as seller, and Assignee, as buyer, entered into that certain Agreement of Purchase and Sale dated as of \_\_\_\_\_, 2019 (the “**Agreement**”), pursuant to which Assignor agreed to sell to Assignee, and Assignee agreed to acquire from Assignor, among other things, Assignor’s ownership interest in the land legally described on **Exhibit A** attached hereto and all of Assignor’s right, title and interest in the building located at such parcel commonly known as 1 Great America Parkway, Santa Clara, California (the “**Property**”), including Assignor’s interest in certain leases related thereto.

B. As part of the acquisition transaction contemplated by the Agreement, Assignor has agreed to assign to Assignee, and Assignee has agreed to assume, Assignor’s interest as landlord (together with all rights and obligations relating thereto) under the Leases (as defined in the Agreement), a schedule of which Leases is attached hereto as **Exhibit B** and incorporated herein by this reference (herein, the “**Leases**”).

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Transfer and Assignment by Assignor.** Assignor hereby transfers and assigns to Assignee all of Assignor’s right, title and interest, in, to and under the Leases.

2. **Assumption by Assignee.** Assignee hereby accepts the foregoing assignment and assumes and agrees to perform all of the duties, obligations, liabilities, commitments and covenants of Assignor, accruing from and after the date hereof with respect to or arising under each of the Leases.

3. **Indemnification by Assignor.** Assignor hereby agrees to indemnify, defend and hold harmless Assignee, and its partners, directors, members, shareholders, affiliates, managers, employees and agents, from, of and against any and all claims, demands, liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorneys’ fees) arising out of or relating to the breach by Assignor of any of the obligations, terms or covenants of Assignor, under or pursuant to the Leases, which obligations, terms or covenants accrued prior to the Closing Date (as defined in the Agreement); provided, however, that Assignor shall have no obligation hereunder to so indemnify, defend or hold harmless the aforementioned parties with respect to non-material breaches by Assignor of obligations, terms or covenants under or pursuant to the Leases that relate to the physical or environmental condition of the Property, regardless of whether such obligations, terms or covenants arose or accrued (or arise or accrue)

prior to, on or after Closing and regardless of whether such conditions exist or come into existence prior to, on or after Closing. The indemnification obligation contained in this Section 3 shall be subject to the limitations on liabilities and other provisions contained in the Agreement relating to the Assignor's liability, except to the extent of Assignor's gross negligence or willful misconduct.

4. **Indemnification by Assignee.** Assignee hereby agrees to indemnify, defend and hold harmless Assignor, and its partners, officers, directors, members, shareholders, affiliates, managers, employees and agents, from, of and against any and all claims, demands, liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of or relating to the breach by Assignee of any of the other obligations, terms or covenants of Assignor, under or pursuant to the Leases, which other obligations, terms or covenants accrue from and after the date hereof. The indemnification obligation contained in this Section 4 shall be subject to all applicable limitations on liabilities and other provisions contained in the Agreement relating to Assignee's liability.

5. **Further Assurances.** The parties hereto covenant and agree to execute such further instruments and take such further action as may be reasonably required by either party to fully effectuate the terms and provisions of this Assignment and the transactions contemplated herein.

6. **Survival of Provisions.** The covenants and obligations contained in this Assignment shall survive the consummation of the closing of the transactions contemplated by the Agreement and this Assignment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

7. **Attorneys' Fees and Costs.** If either party commences an action for the judicial interpretation, reformation, enforcement or rescission hereof, the prevailing party will be entitled to a judgment against the other party for an amount equal to reasonable attorneys' fees and court and other costs incurred.

8. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of California.

9. **Counterparts.** This Assignment may be executed in counterparts which, when integrated, shall constitute one original of this Assignment.

10. **Conflict.** In the event of any conflict or inconsistency between the terms hereof and the terms of the Agreement, the terms of the Agreement shall govern and control. Without limitation of the foregoing, all waivers, releases and other limitations on liability expressly set forth in the Agreement shall apply to this Assignment and the liabilities of the parties hereunder.

11. **No Representation.** Except as expressly set forth in the Agreement or this Assignment, it is hereby acknowledged that Assignor makes no representation or warranty of any kind or nature relative to the Leases. Assignor represents and warrants that it has good title to and has not assigned or pledged the Lease

12. **No Merger of Fee and Leasehold Estates.** Assignor and Assignee hereby acknowledge and agree that it is their express intention, in accordance with Section 903 of the Theme Park Lease, that neither the Theme Park Lease nor the estate created and/or conveyed by the Theme Park Lease shall merge with the fee estate in and to the Property regardless of the ownership, either directly or indirectly of such estates resulting in connection with this Assignment and/or the Agreement.

*[signatures on following page]*



**IN WITNESS WHEREOF**, the parties hereto have caused this Assignment to be executed by their duly authorized officers on the date first written above.

ASSIGNOR:

**SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE  
CITY OF SANTA CLARA,  
A separate public entity**

APPROVED AS TO FORM

\_\_\_\_\_  
BRIAN DOYLE  
Agency General Counsel

\_\_\_\_\_  
DEANNA J. SANTANA  
Executive Director  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771  
Date:\_\_\_\_\_

ASSIGNEE:

[CEDAR FAIR SIGNATURE BLOCK TBD]\_\_\_\_\_

By:\_\_\_\_\_

Its:\_\_\_\_\_

**EXHIBIT A TO ASSIGNMENT AND ASSUMPTION OF LEASES**

**LEGAL DESCRIPTION OF PROPERTY**

## **EXHIBIT B TO ASSIGNMENT AND ASSUMPTION OF LEASES**

### **SCHEDULE OF LEASES**

That certain Ground Lease with First Refusal Purchase Rights dated June 1, 1989 and recorded June 13, 1989 in the Official Records of Santa Clara County (the "Official Records") as instrument number 10131593, as amended by the First Amendment to Ground Lease with First Refusal Purchase Rights dated October 4, 1994 and recorded October 7, 1994 in the Official Records as instrument number 12678908, as further amended by the Second Amendment to Ground Lease with First Refusal Purchase Rights dated March 18, 1997 and recorded March 25, 1997 in the Official Records as instrument number 13648418, as further amended by the Third Amendment to Ground Lease with First Refusal Purchase Rights dated May 25, 1999 and recorded July 8, 1999 in the Official Records as instrument number 14887081 and as further amended by the Fourth Amendment to Ground Lease with First Refusal Purchase rights dated January 1, 2012 and recorded March 23, 2012 in the Official Records as instrument number 21596990 (the "Fourth Amendment"), between the former Redevelopment Agency of the City of Santa Clara or its successor in interest and Cedar Fair Southwest, Inc. or its predecessor in interest, and as such Theme Park Lease was further stipulated, clarified, assigned and/or transferred, in whole or in part, pursuant to that certain Settlement Agreement dated January 11, 2016 by and among the City of Santa Clara and the other parties thereto.

## **EXHIBIT F**

### **BILL OF SALE**

**THIS BILL OF SALE** is made by the undersigned, **SUCCESSOR AGENCY TO REDEVELOPMENT AGENCY OF THE CITY OF SANTA CLARA**, a separate public body (“**Seller**”), in favor of and to \_\_\_\_\_ (“**Buyer**”).

**WHEREAS**, Seller, as seller, and Buyer, as buyer, entered into that certain Agreement of Purchase and Sale dated as of \_\_\_\_\_, 2019 (the “**Agreement**”), pursuant to which Seller agreed to sell to Buyer, and Buyer agreed to acquire from Seller, among other things, Seller’s ownership interest in the land legally described on **Exhibit A** attached hereto and all of Seller’s right, title and interest in the building located at such parcel commonly known as 1 Great America Parkway, Santa Clara, California (the “**Property**”), including Seller’s interest in certain real and personal property related thereto;

**WHEREAS**, as part of the acquisition transaction contemplated by the Agreement, Seller is to sell, convey, and transfer to Buyer, by bill of sale, the Personalty (as defined in the Agreement) and the Intangible Property (as defined in the Agreement).

**NOW, THEREFORE**, pursuant to the Agreement, and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller by these presents does GIVE, GRANT, CONVEY, ASSIGN, TRANSFER, BARGAIN, SELL, REMISE, RELEASE, ALIENATE, SET OVER, and CONFIRM, unto Buyer, its successors and assigns, forever, as an entirety, all of Seller’s right, title, and interest, if any, in and to (a) the Personalty (as defined in the Agreement); and (b) the Intangible Property (as defined in the Agreement).

Except as otherwise expressly provided in the Agreement, Seller makes no representations or warranties whatsoever, regarding said Personalty or the Intangible Property, including, without limitation, any representations or warranties related to title, quality, merchantability or fitness for a particular purpose.

In the event of any conflict or inconsistency between the terms hereof and the terms of the Agreement, the terms of the Agreement shall govern and control. Without limitation of the foregoing, all limitations on liability expressly set forth in the Agreement shall apply to this Bill of Sale and the liabilities of Seller hereunder.

**IN WITNESS WHEREOF**, Seller has caused this Bill of Sale to be executed by its duly authorized officer this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE  
CITY OF SANTA CLARA,  
A separate public entity**

APPROVED AS TO FORM

\_\_\_\_\_  
BRIAN DOYLE  
Agency General Counsel

\_\_\_\_\_  
DEANNA J. SANTANA  
Executive Director  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771  
Date: \_\_\_\_\_

## **EXHIBIT A TO BILL OF SALE**

### **LEGAL DESCRIPTION**

#### **PARCEL ONE:**

ALL OF PARCEL B, AS SHOWN UPON THAT CERTAIN MAP ENTITLED, "PARCEL MAP BEING A RESUBDIVISION OF A PORTION OF THE LANDS OF THE MARRIOTT CORPORATION SUCCESSORS BY MERGER TO FESPAR ENTERPRISES, INC., AND MARRIOTT HOTELS, INC., AND LANDS OF DORCICH FARMS AS SHOWN ON THE RECORD OF SURVEY RECORDED IN BOOK 345 OF MAPS, PAGES 1 TO 8 INCLUSIVE, SANTA CLARA COUNTY RECORDS", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON MAY 29, 1985 IN BOOK 543 OF MAPS, PAGES 52 AND 53.

EXCEPTING THEREFROM ANY AND ALL BUILDINGS AND IMPROVEMENTS NOW LOCATED THEREON, WHICH BUILDINGS AND IMPROVEMENTS ARE AND SHALL REMAIN REAL PROPERTY, AS GRANTED IN THE DEED TO KINGS ENTERTAINMENT COMPANY, A NORTH CAROLINA CORPORATION, RECORDED JUNE 01, 1989 AS INSTRUMENT NO. 10131589.

ALSO EXCEPTING THEREFROM THAT PORTION OF SAID PARCEL B DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEASTERLY CORNER OF SAID PARCEL B AS SHOWN UPON SAID PARCEL MAP;

THENCE FROM SAID POINT OF BEGINNING ALONG THE NORTHERLY LINE OF SAID PARCEL B, NORTH 89° 33' 00" WEST, 1593.63 FEET, TO A LINE COMMON TO PARCELS A AND B OF SAID MAP;

THENCE ALONG SAID COMMON LINE SOUTH 5° 06' 02" WEST, 985.76 FEET;  
THENCE LEAVING SAID COMMON LINE NORTH 60° 41' 22" EAST, 148.89 FEET;  
THENCE NORTH 0° 18' 47" EAST, 463.54 FEET;  
THENCE NORTH 50° 02' 10" EAST, 487.02 FEET;  
THENCE NORTH 71° 10' 24" EAST, 124.71 FEET;  
THENCE NORTH 82° 53' 18" EAST, 41.52 FEET;  
THENCE SOUTH 62° 44' 53" EAST, 207.51 FEET;  
THENCE SOUTH 17° 49' 11" EAST, 141.16 FEET;  
THENCE SOUTH 58° 56' 42" EAST, 29.91 FEET;  
THENCE SOUTH 14° 12' 01" EAST, 39.97 FEET;  
THENCE NORTH 64° 33' 36" EAST, 834.11 FEET TO THE POINT OF BEGINNING.

#### **PARCEL TWO:**

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID PARCEL B AS SHOWN UPON SAID PARCEL MAP;  
THENCE FROM SAID POINT OF BEGINNING ALONG THE NORTHERLY LINE OF SAID PARCEL B,

NORTH 89° 33' 00" WEST, 1593.63 FEET, TO A LINE COMMON TO PARCELS A AND B OF SAID MAP;

THENCE ALONG SAID COMMON LINE SOUTH 5° 06' 02" WEST, 985.76 FEET;  
THENCE LEAVING SAID COMMON LINE NORTH 60° 41' 22" EAST, 148.89 FEET;  
THENCE NORTH 0° 18' 47" EAST, 463.54 FEET;  
THENCE NORTH 50° 02' 10" EAST, 487.02 FEET;  
THENCE NORTH 71° 10' 24" EAST, 124.71 FEET;  
THENCE NORTH 82° 53' 18" EAST, 41.52 FEET;  
THENCE SOUTH 62° 44' 53" EAST, 207.51 FEET;  
THENCE SOUTH 17° 49' 11" EAST, 141.16 FEET;  
THENCE SOUTH 58° 56' 42" EAST, 29.91 FEET;  
THENCE SOUTH 14° 12' 01" EAST, 39.97 FEET;  
THENCE NORTH 64° 33' 36" EAST, 834.11 FEET TO THE POINT OF BEGINNING.

#### PARCEL THREE:

AN EASEMENT FOR THE PURPOSE OF USE, MAINTENANCE, AND REPAIR OF A WATER WELL AND RELATED EQUIPMENT, PIPING AND UTILITIES, SHOWN AS "PRIVATE WATER EASEMENT" UPON THAT CERTAIN MAP ENTITLED, "PARCEL MAP, BEING A RESUBDIVISION OF A PORTION OF THE LANDS OF THE MARRIOTT CORPORATION, SUCCESSOR BY MERGER TO FESPAR ENTERPRISES, INC. AND MARRIOTT HOTELS, INC., AND LANDS OF DORCICH FARMS AS SHOWN ON THE RECORD OF SURVEY RECORDED IN BOOK 345 OF MAPS, PAGES 1 TO 8, INCLUSIVE, SANTA CLARA COUNTY RECORDS", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON NOVEMBER 22, 1982 IN BOOK 506 OF MAP, PAGES 30, 31, 32 AND 33.

#### PARCEL FOUR:

A NON-EXCLUSIVE EASEMENT 20.00 FEET WIDE FOR THE PURPOSE OF INGRESS AND EGRESS TO AN EXISTING SIGN EASEMENT, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING ON THE SOUTHERLY LINE OF FREEDOM CIRCLE AT THE NORTHERLY COMMON CORNER OF PARCELS 3 AND 4 AS SAID CIRCLE AND PARCELS ARE SHOWN ON THAT PARCEL MAP FILED IN BOOK 410 OF MAPS, PAGES 29 AND 30, SANTA CLARA COUNTY RECORDS; THENCE NORTHEASTERLY ALONG THE SOUTHERLY LINE OF FREEDOM CIRCLE ON A CURVE TO THE LEFT WITH A RADIUS OF 336 FEET THROUGH A CENTRAL ANGLE OF 0° 54' 09" AN ARC DISTANCE OF 5.29 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE FROM SAID TRUE POINT OF BEGINNING CONTINUING ALONG SAID CURVE TO THE LEFT WITH A RADIUS OF 336 FEET THROUGH A CENTRAL ANGLE OF 3° 38' 21" AN ARC DISTANCE OF 21.34 FEET; THENCE SOUTH 15° 11' 58" WEST 134.19 FEET;

THENCE SOUTH 14° 48' 02" EAST 40.00 FEET;  
THENCE SOUTH 15° 11' 58" WEST 233.34 FEET;  
THENCE SOUTH 70° 14' 53" EAST 207.87 FEET TO THE WESTERLY LINE OF A 50  
FOOT BY 40 FOOT SIGN EASEMENT AS SHOWN ON THE ABOVE MENTIONED  
PARCEL MAP;  
THENCE ALONG THE WESTERLY LINE OF SAID 50 FOOT BY 40 FOOT SIGN  
EASEMENT, SOUTH  
19° 45' 07" WEST 20.00 FEET TO THE NORTHERLY LINE OF A 35 FOOT WIDE STORM  
DRAINAGE EASEMENT AS SHOWN ON THE ABOVE MENTIONED PARCEL MAP;  
THENCE ALONG THE NORTHERLY LINE OF SAID 35 FOOT WIDE STORM DRAINAGE  
EASEMENT NORTH 70° 14' 53" WEST 226.21 FEET;  
THENCE NORTH 15° 11' 58" EAST 246.30 FEET;  
THENCE NORTH 14° 48' 02" WEST 40.00 FEET;  
THENCE NORTH 15° 11' 58" EAST 131.73 FEET TO THE POINT OF BEGINNING.

PARCEL FIVE:

AN EASEMENT FOR THE PURPOSE OF A SIGN, SHOWN AS "PROPOSED SIGN  
EASEMENT UPON THAT CERTAIN MAP ENTITLED, "PARCEL MAP BEING A  
RESUBDIVISION OF LANDS OF MARRIOTT CORPORATION, SUCCESSOR BY  
MERGER TO FESPAR ENTERPRISES, INC. AND MARRIOTT HOTELS INC., AND  
STEPHEN & MARY DORCICH AS SHOWN ON RECORD OF SURVEY RECORDED ON  
JANUARY 12, 1977 IN BOOK 386 OF MAPS, PAGE 54 SANTA CLARA COUNTY  
RECORDS", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE  
RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON  
DECEMBER 29, 1977 IN BOOK 410 OF MAPS, PAGES 29 AND 30.

PARCEL SIX:

REAL PROPERTY RIGHTS AS SET FORTH IN THE DEED TO CITY AND COUNTY OF  
SAN FRANCISCO RECORDED NOVEMBER 2, 1950 IN BOOK 2088, PAGE 546 OF  
OFFICIAL RECORDS.



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA  
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA  
CLARA ACTING AS THE GOVERNING BODY OF THE SUCCESSOR  
AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF  
SANTA CLARA APPROVING THE SALE OF 1 GREAT AMERICA  
PARKWAY ("THEME PARK PROPERTY"), AUTHORIZING THE  
EXECUTION OF A PURCHASE AND SALE AGREEMENT WITH  
CEDAR FAIR SOUTHWEST INC, MINOR AMENDMENTS AND  
DOCUMENTS NECESSARY TO ACCOMPLISH THE TRANSFER**

**BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

**WHEREAS**, the former Redevelopment Agency of the City of Santa Clara ("Former RDA"), prior to its dissolution effective February 1, 2012, acquired certain properties including the property located at 1 Great America Parkway ("Theme Park Property") for redevelopment purposes;

**WHEREAS**, the City in accordance with the Dissolution Act elected to act as the successor agency to the Former RDA;

**WHEREAS**, the Former RDA, along with all redevelopment agencies in the State of California, was dissolved effective February 1, 2012 in accordance with AB 1X 26 (the "Dissolution Act");

**WHEREAS**, the Dissolution Act, as amended by AB 1484, clarified that the successor agency is a separate legal entity from the City;

**WHEREAS**, in accordance with the Dissolution Act the assets of the Former RDA were transferred to the Successor Agency to the Former RDA;

**WHEREAS**, the Successor Agency prepared a Long Range Property Management Plan ("LRPMP") in accordance with the Dissolution Act, which LRPMP was approved by the Oversight Board to the Successor Agency and the California Department of Finance ("DOF");

**WHEREAS**, the LRPMP calls for the Successor Agency to dispose of the Theme Park Property and the proceeds of sale to be used first to pay enforceable obligations of the Successor Agency and if there are remaining proceeds after payment of enforceable obligations, for the distribution of the remaining proceeds to the affected taxing entities;

**WHEREAS**, the Oversight Board to the Successor Agency authorized a disposition process for the

disposition of the Former RDA's properties, including the Theme Park Property, including hiring a real estate broker to solicit offers for the Theme Park Property;

**WHEREAS**, the Successor Agency is charged with securing the highest offer possible in the sale of its assets;

**WHEREAS**, in addition to the Theme Park Property, the Successor Agency owns an electronic billboard and an easement for the billboard near Interstate 101 which is used for the benefit of the Theme Park and the sale includes the Successor Agency-owned easement and the billboard;

**WHEREAS**, the Successor Agency received several offers to purchase the Theme Park Property and following a review and negotiating process, the highest responsive bidder was determined to be iStar with a purchase price of \$150,250,000.

**WHEREAS**, the Theme Park Property is leased to Cedar Fair Southwest, Inc. (Tenant) to operate a theme park ("Theme Park Lease");

**WHEREAS**, pursuant to the terms of the Theme Park Lease, the Successor Agency sent the Tenant a notice of the purchase offer triggering a thirty (30) day period for the Tenant's First Refusal Purchase Rights;

**WHEREAS**, on November 28, 2018, the Tenant provided a notice to the Successor Agency of its election to exercise its purchase option matching the principal terms of the iStar offer and has submitted an executed Purchase and Sale Agreement;

**WHEREAS**, pursuant to Dissolution Laws, the Countywide Oversight Board approved the Purchase and Sale Agreement with Cedar Fair Southwest on March 15, 2019; and,

**WHEREAS**, the City Council acting as the governing board of the Successor Agency has determined that sale of the Theme Park Property to Cedar Fair Southwest is in the best interest of the Successor Agency, meets the requirements of the LRPMP and is consistent with the Dissolution Laws.

**NOW THEREFORE, BE IT FURTHER RESOLVED BY SUCCESSOR AGENCY TO THE**

**REDEVELOPMENT AGENCY OF THE THE CITY OF SANTA CLARA AS FOLLOWS:**

1. That the City Council acting as the Governing Body of the Successor Agency to the Redevelopment Agency of the City of Santa Clara finds the above recitals are accurate.
2. The City Council acting as the Governing Body of the Successor Agency to the Redevelopment Agency of the City of Santa Clara hereby approves the sale of the Great America Theme Park Property to Cedar Fair Southwest Inc in accordance with the terms and conditions of the Purchase and Sale Agreement, authorizes the City Manager acting as the Executive Officer of the Successor Agency to execute the Purchase and Sale Agreement and any and all documents necessary to accomplish the transfer of the Theme Park Property, including, but not limited to, bills of sales, assignment and assumptions agreements, grant deeds, estoppel certificates, and ancillary documents.
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 COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA ACTING AS THE GOVERNING BODY OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SANTA CLARA, AT A REGULAR MEETING THEREOF HELD ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2019, BY THE FOLLOWING VOTE:

AYES:	COUNCILORS:
NOES:	COUNCILORS:
ABSENT:	COUNCILORS:
ABSTAINED:	COUNCILORS:

ATTEST: \_\_\_\_\_  
NORA PIMENTEL, MMC  
ASSISTANT CITY CLERK  
CITY OF SANTA CLARA

Attachments incorporated by reference:  
1. Purchase and Sale Agreement

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA  
AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND  
EXECUTE A PARKING AGREEMENT AND EASEMENT AND A  
SIGN AGREEMENT WITH CEDAR FAIR SOUTHWEST LLC  
RELATED TO THE SALE OF THE GREAT AMERICA THEME  
PARK PARCELS LOCATED AT 1 GREAT AMERICA PARKWAY**

**BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

**WHEREAS**, the former Redevelopment Agency of the City of Santa Clara ("Former RDA"), prior to its dissolution effective February 1, 2012, acquired certain properties including the property located at 1 Great America Parkway ("Theme Park Property") for redevelopment purposes;

**WHEREAS**, the City in accordance with the Dissolution Act elected to act as the successor agency to the Former RDA;

**WHEREAS**, the Former RDA, along with all redevelopment agencies in the State of California, was dissolved effective February 1, 2012 in accordance with AB 1X 26 (the "Dissolution Act");

**WHEREAS**, the Successor Agency prepared a Long Range Property Management Plan ("LRPMP") in accordance with the Dissolution Act, and the LRPMP calls for the Successor Agency to dispose of the Theme Park Property;

**WHEREAS**, the Theme Park Property is leased to Cedar Fair Southwest, Inc (Cedar Fair) to operate a theme park ("Theme Park Lease");

**WHEREAS**, the Theme Park Lease provides Cedar Fair with certain rights related to parking on the land owned by the City ("Main Lot") and access to an electronic sign near Interstate 101;

**WHEREAS**, the Successor Agency conducted a marketing / bidding process consistent with the LRPMP and at the conclusion of that effort identified the highest bidder.

**WHEREAS**, pursuant to the terms of the Theme Park Lease, the Successor Agency sent Cedar Fair a notice of the purchase offer triggering a thirty (30) day period for the Tenant's First Refusal Purchase Rights;

**WHEREAS**, on November 28, 2018, Cedar Fair provided a notice to the Successor Agency of its

election to exercise a purchase option and subsequently executed Purchase and Sale Agreement;

**WHEREAS**, in addition to the Theme Park properties the Successor Agency owns an electronic billboard near Interstate 101 and an easement for the billboard, which pursuant to the Theme Park Ground Lease is used for the benefit of the Theme Park;

**WHEREAS**, the Purchase and Sale Agreement provides for the transfer ownership of the billboard and easement from the Successor Agency to Cedar Fair and Cedar Fair has in turn agreed to transfer ownership of the easement and sign to the City; and,

**WHEREAS**, City and Cedar Fair have agreed that entering into a separate agreement regarding parking on the Main Lot would provide more clarity on the parties' respective rights and obligations in the future.

**NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

1. That the City Council finds the above recitals are accurate.
2. The City Council hereby authorizes the City Manager to negotiate and execute a Parking Agreement and Easement with Cedar Fair Southwest Inc. and any other documents necessary related to the use and operation of the Main Lot (including the North South parcel) generally consistent with the terms set forth in the Theme Park Lease.
3. The City Council hereby authorizes the City Manager to negotiate and execute a Sign Agreement with Cedar Fair Southwest Inc. and any other documents necessary to accept conveyance of the electronic sign and a sign easement to the City.
4. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2019, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: \_\_\_\_\_  
NORA PIMENTEL, MMC  
ASSISTANT CITY CLERK  
CITY OF SANTA CLARA



# City of Santa Clara

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

## Agenda Report

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19-318

Agenda Date: 3/26/2019

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### REPORT TO COUNCIL

#### SUBJECT

Tentative Meeting Agenda Calendar

#### 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

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#### **Monday, April 1, 2019 – City Council Special Meeting**

**19-197**      5:00 P.M. Interviews and Appointment of Planning Commission (16 applicants)

#### **Tuesday, April 9, 2019 – Council and Authorities Concurrent Meeting**

##### **Joint Dinner**

**19-1346**      5:00 P.M. Informational Joint Dinner Meeting with the Civil Service Commission

##### **Study Session**

**19-200**      Study Session on Objectives for the Patrick Henry and Freedom Circle Specific Plans

##### **Special Order of Business**

**19-321**      Presentation of Cultural Commission Work Plan Updates and Upcoming Events in April & May 2019

**19-345**      Recognition of Local Business Owner Anna Warren Cebrian

**19-346**      Presentation by Santa Clara Sister Cities Association on Exchange Visit to Coimbra, Portugal

##### **Public Hearing/General Business**

**19-215**      Action on the Annual Report and Resolution of Intention for Levy of Annual Assessment for the Santa Clara Tourism Improvement District (TID)

**19-517**      Action on a Resolution Establishing the Parkland In Lieu Fee Schedule for New Residential Development FY2018-19

**19-249**      Action on a Resolution to Establish Community Facilities District 2019-1 (Lawrence Station) to finance certain Public Services, Conduct a Special Election for the CFD Formation, and Introduce an Ordinance Ordering a Levy of Special Taxes for the CFD

#### **Tuesday, April 23, 2019 – Council and Authorities Concurrent Meeting**

##### **Joint Dinner**

**19-1345**      5:00 P.M. Historical & Landmarks Commission Joint Dinner Meeting  
3/22/2019 2:46:26 PM



## **Study Session**

- 19-267** Presentation by the Santa Clara Valley Transportation Authority on the BART Phase II Project and Transit-Oriented Development Corridor Strategies and Access Planning Study

## **Special Order of Business**

- 19-271** Follow-up Presentation by Relay for Life

## **Public Hearing/General Business**

- 19-295** Informational memorandum Report on El Camino Real Specific Plan right-of-way alternative 3A

## **Tuesday, April 30, 2019 – Santa Clara Stadium Authority Board Meeting**

### **Public Hearing/General Business**

- 19-1605** Action on the Santa Clara Stadium Authority Financial Status Report for Quarter Ending December 31, 2018 and Related Budget Amendments
- 19-239** Informational Report Regarding Notice of Breach of Agreement and Audit of Stadium Manager Delegated Procurement Authority
- 19-366** Information Report Transmitting Levi's Stadium Manager Responses to Stadium Board Inquiries (Stadium Authority)

## **Tuesday, May 7, 2019 – Council and Authorities Concurrent Meeting**

### **Joint Dinner**

- 19-1347** 5:00 P.M. Informational Joint Dinner Meeting with the Housing Rehabilitation Loan Committee

## **Study Session**

- 19-1608** Joint Study Session to Review Proposed FY 2019/20 and FY 2020/21 Biennial Operating Budget and CIP Changes

## **Special Order of Business**

- 19-304** Presentation by the Santa Clara City Library Foundation and Friends Fiscal Year 2018/19 Accomplishments

## **Public Hearing/General Business**

- 19-255** Follow Up on a Written Petition and Potential Action on Establishing a Portion of El Camino as Korea Town (TENTATIVE)
- 19-085** FY 2019-2020 Final Annual Action Plan for the Use of Federal Housing and Urban Development Funds

## **Tuesday, May 21, 2019 – Council and Authorities Concurrent Meeting**

### **Study Session**

**19-104**      6:00 P.M. Study Session to Review Report on the Cost of Services (User Fee) Study

### **Public Hearing/General Business**

**19-008**      **Public Hearing:** Adoption of a Resolution Setting the Rates for the Storm Drain Compliance Fee

**19-009**      **Public Hearing:** Adoption of a Resolution Setting Overall Solid Waste Services, Annual Clean-up Campaign, and Household Hazardous Waste in the Exclusive Franchise Area

**19-1685**      **Public Hearing:** Action on Resolution Approving Water, Recycled Water and Sewer Rates to be Effective July 1, 2019

**19-1387**      Action on Approval of Non-Exclusive Franchise Agreements for the Hauling of Industrial Refuse and Recyclables

## **Tuesday, June 4, 2019 – Council and Authorities Concurrent Meeting**

### **Study Session**

**19-303**      Caltrans Current Programs in Santa Clara County

### **Public Hearing/General Business**

**19-1609**      **Public Hearing:** Proposed Biennial Operating Budget and Changes to the Capital Improvement Program

**19-095**      **Public Hearing:** Resolution Overruling Any Other Protests and Ordering that the Alternative Method for the Levy of Benefit Assessment be Made Avail to the Santa Clara Convention Center Maintenance District No. 183

**19-238**      Action on the 2019 Evaluation Report of the Local Hazard Mitigation Plan

**19-298**      Action on the Adoption of a Resolution Approving the Attesting of the Veracity of the 2018 Power Source Disclosure Report and the Submission of the Report to the California Energy Commission

**19-363**      Direction to Enter into a Memorandum of Understanding for Building Permit Review with the City of San Jose for the Property at 1205 Coleman Avenue, Santa Clara

**19-373**      Progress Update on the Development of a Bicycle and Scooter Share Program

### **City Manager/Executive Director Report**

Parade of Champions Update on Non-Profit Status and Fundraising Efforts

**Tuesday, June 18, 2019 – Santa Clara Stadium Authority Board Meeting**

**Public Hearing/General Business**

**19-496**      Agenda Items Pending – To Be Scheduled

**Tuesday, June 25, 2019 – Council and Authorities Concurrent Meeting**

**Public Hearing/General Business**

**19-1603**      **Public Hearing:** Adoption of the Fiscal Year 2019/20 Municipal Fee Schedule

**19-1610**      **Public Hearing:** Adoption of Proposed Biennial Operating Budget and Changes to the Capital Improvement Program

**19-072**      Silicon Valley Power Quarterly Strategic Plan Update

**19-211**      Action on the 2019 Evaluation Report of the Local Hazard Mitigation Plan

**Tuesday, July 2, 2019 – Council and Authorities Concurrent Meeting**

**Public Hearing/General Business**

**19-324**      Action on an Amendment to the Zoning Code, SCCC Chapter 18.76 Architectural Review

**Tuesday, July 16, 2019 – Council and Authorities Concurrent Meeting**

**Public Hearing/General Business**

**19-496**      Agenda Items Pending – To Be Scheduled

**July 17, 2019 – August 16, 2019 Council Recess**

**August 20, 2019 Joint Council and Authorities Concurrent and Stadium Authority Meeting**

**Public Hearing/General Business**

**19-496**      Agenda Items Pending – To Be Scheduled