

City of Santa Clara

Joint Meeting Agenda

Council and Authorities Concurrent

Stadium Authority

Bayshore North Project Enhancement Authority

Successor Agency to the City of Santa Clara Redevelopment Agency



Tuesday, November 5, 2019

3:30 PM

City Hall Council Chambers

1500 Warburton Avenue

Santa Clara, CA 95050

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.

19-1293 [Public Employee Performance Evaluation \(CC\)](#)

[Pursuant to Gov. Code § 54957](#)

[Title: City Manager](#)

19-1294 [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 \(Public Safety Non-Sworn Employees Association\)](#)

- 19-1283** [Conference with Legal Counsel - Anticipated Litigation Significant Exposure to Litigation Pursuant to Government Code § 54956.9\(d\)\(2\) \(1\) Item of Anticipated Litigation](#)

Convene to Closed Session (Council Conference Room)

5:00 PM REGULAR MEETING

Call to Order

Pledge of Allegiance and Statement of Values

Roll Call

STUDY SESSION

- 19-1005** [Overview and Update on Proposed Changes to the City's Transportation Analysis Methodology and Processes to Comply with State Law](#)

REPORTS OF ACTION TAKEN IN CLOSED SESSION MATTERS

CONTINUANCES/EXCEPTIONS

SPECIAL ORDER OF BUSINESS

- 1.A 19-1242** [Acknowledge Winners of the Santa Clara Cultural Commission 2019 Halloween Home Decoration Contest](#)

Recommendation: Recognize the annual Halloween Home Decoration Contest awardees for 2019: "Kellog Way "Zombies" theme in the category of "Scariest"; Mesuite Drive's "Haunted Pirate Ship" in the category of "Most Original" and, the "People's Choice" winner Nobili Avenue's "Dia De Los Muertos" theme.

- 1.B 19-1291** [Proclamation of November 2019 as Sikh Appreciation and Awareness Month and 550th Anniversary](#)

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.]

2.A 19-1201 [Council and Authorities Concurrent Meeting Minutes of September 24, 2019](#)

Recommendation: Note and file the Council and Authorities Concurrent Meeting Minutes of September 24, 2019.

2.B 19-038 [Board, Commissions and Committee Minutes](#)

Recommendation: Note and file the Minutes of:
Planning Commission - September 25, 2019
Charter Review Committee - September 21, 2019
Charter Review Committee - September 26, 2019

2.C 19-341 [Action on Adoption of a Resolution Amending Resolution No. 6047 Regarding the Youth Commission](#)

Recommendation: Action on Adoption of a Resolution Amending Resolution No. 6047 Regarding the Youth Commission

2.D 19-875 Action on Adoption of a Resolution Establishing the Necessary Findings of Fact for Modifications to the California Building Standards; Action on Introduction of an Ordinance Amending and Adding Chapters to Title 15 (“Buildings and Construction”) of “The Code of the City of Santa Clara, California” for the Adoption of the 2019 California Building Standards Code; and Setting November 19, 2019 for a Public Hearing on Adoption of such Ordinance

Recommendation:

1. Introduce an Ordinance adding a new Chapter 15.18 ("International Property Maintenance Code") and a new Chapter 15.39 ("Expedited Permitting Process for Electric Vehicle Charging Stations"), and amending Chapter 15.05 ("Administrative Code"), Chapter 15.15 ("Building Code"), Chapter 15.17 ("Residential Code"), Chapter 15.20 ("Electric Code"), Chapter 15.30 ("Mechanical Code"), Chapter 15.35 ("Plumbing Code"), Chapter 15.36 ("Energy Code"), Chapter 15.37 ("Historical Building Code"), Chapter 15.38 ("Green Building Standards Code"), and Chapter 15.75 ("Existing Building Code") of Title 15 ("Buildings and Construction") of "The Code of the City of Santa Clara, California" for the adoption of the 2019 California Building Standards Code;
2. Adopt a Resolution Making Findings of Fact Necessary for the Specified Modifications to the 2019 California Building Code and 2019 California Residential Code Reflected in the Proposed Ordinance; and
3. Set a public hearing on November 19th, 2019 pursuant to California Government Code Section 50022.3 for adoption of the Ordinance.

- 2.E 19-964** [Action on Adoption of a Resolution Establishing the Necessary Findings of Fact for Amendments to the California Building Standards; Action on Introduction of an Ordinance Adopting the 2019 California Fire Code, as Amended, as the 2019 Santa Clara Municipal Fire and Environmental Code and Setting November 19, 2019 for a Public Hearing on Adoption of said Ordinance.](#)

Recommendation: 1. Approve introduction of an ordinance amending Chapter 15.60 of the Santa Clara City Code ("Santa Clara Municipal Fire and Environmental Code") to adopt the 2019 California Fire Code, as amended;
2. Adopt a Resolution establishing the findings of fact necessary for the specified amendments to the 2019 California Fire Code reflected in the proposed Ordinance, as a subset of the California Building Standards; and
3. Set a public hearing on November 19, 2019, for final adoption of the ordinance amending Chapter 15.60 of the Santa Clara City Code ("Santa Clara Municipal Fire and Environmental Code") to adopt the 2019 California Fire Code, as amended.

- 2.F 19-1008** [Action on Introduction of an Ordinance Extending a Temporary Moratorium on Motorized Scooter and Bicycle Share Programs](#)

Recommendation: Introduce an Ordinance Extending the Temporary Moratorium on Motorized Scooter and Bicycle Share Programs.

- 2.G 19-1058** [Action on Mills Act Contract for 908 Fremont Street](#)

Recommendation: Authorize the City Manager to execute a Mills Act contract and adopt the 10-Year Restoration and Maintenance Plan associated with the Historic Property Preservation Agreement for the property at 908 Fremont Street with applicants Todd and Kristy Rosenbaum; PLN2019-13897.

2.H 19-1089 [Action on Amendment No. 1 to an Agreement with Advantage Office Solutions, Inc. for On-Call Furniture Moving and Cubicle Installation and Reconfiguration](#)

Recommendation: 1. Approve and authorize the City Manager to execute Amendment No. 1 with Advantage Office Solutions, Inc. for on-call furniture and cubicle installation services for an amount not-to-exceed \$290,000, subject to future budget appropriations; and
2. Authorize the City Manager to make minor modifications to Amendment No. 1, if necessary; and
3. Authorize the City Manager to extend the term of the agreement with no increase in compensation in the event that the work is not completed by the agreement end date.

2.I 19-1091 [Action on Amendment No. 1 to an Agreement with Fairway Painting, Inc., for On-Call Painting Services with Fairway Painting, Inc.](#)

Recommendation: 1. Approve and authorize the City Manager to execute Amendment No. 1 with Fairway Painting, Inc., for on-call painting services for an amount not-to-exceed \$400,000, subject to future budget appropriations;
2. Authorize the City Manager to make minor modifications to Amendment No. 1, if necessary; and
3. Authorize the City Manager to extend the term of the agreement with no increase in compensation in the event that the work is not completed by the agreement end date.

2.J 19-1167 [Action on Resolution Approving the Annexation of Two Hotel Parcels \(AC Hotel located at 2950 Lakeside Drive and Element Hotel located at 1950 Wyatt Drive\) into Community Facilities District No. 2010-1](#)

Recommendation: 1. Adopt a Resolution approving the annexation of the Hotel Parcels into the CFD; and
2. Approve Amendment No. 1 to the Notice of Special Tax Lien and the Amended Boundary Map - CFD 2010-1, and authorize recordation thereof.

- 2.K 19-1222** [Action on Amendment No. 1 to an Agreement for Services with Rosendin Electric, Inc. for Specialized Electrical Services to Support SVP's Generation Facilities.](#)

Recommendation: Authorize the City Manager to execute Amendment No. 1 to an Agreement for Services with Rosendin Electric, Inc. to increase the not-to-exceed compensation amount by \$200,000 to \$329,764.89 to support the Donald Von Raesfeld Steam Turbine Major Overhaul Project.

- 2.L 19-1232** [Approval of Fifth Amendment to Joint Exercise of Powers Agreement; Resolution declaring the necessity of board approval prior to entering into Stadium Authority contracts](#)

Recommendation:

1. Approve the Fifth Amendment to Joint Exercise of Powers Agreement to eliminate the authority of Executive Director to enter into Stadium Authority contracts without prior Board approval; and
2. Adopt Resolution declaring the necessity of Stadium Authority Board approval prior to entering into Stadium Authority contracts.

- 2.M 19-1258** [Action on a Resolution Approving Application\(s\) for "Per Capita" Grant Funds from the California State Department of Parks and Recreation](#)

Recommendation: Adopt a Resolution authorizing the City Manager and/or designee to submit the City's Application and Administer Per Capita grant funds.

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

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3. **19-1104** [Discussion of, and Possible Direction On, Review of Potential General Fund Revenue Opportunities for the November 2020 Ballot; Authorize the City Manager to Negotiate and Execute Contracts for Community Research and Outreach](#)

Recommendation: 1. Review and provide direction on the Potential General Fund Revenue Opportunities for the November 2020 Ballot; and
2. Authorize the City Manager to negotiate and execute agreements with contractors to conduct the required community research and outreach within appropriated funds.

4. **19-907** [Action on FY 2018/19 Budget Year-End Report, Approve Seven New Positions, and Approve the Related Budget Amendments](#)

Recommendation: Alternatives 1, 2, 3 and 4:
1. Note and file the FY 2018/19 Budget Year-End Report;
2. Approve the Budget Amendments set forth in the Budget Year-End Report (five affirmative Council votes required for revenue actions only);
3. Approve the addition of one Sr. Management Analyst, one Utility Services Technician, one Customer Service Supervisor, one Contracts Manager, and two Customer Service Representatives in the Finance Department and one Meter Data Analyst in the Electric Utility Department, and
4. Approve the related FY 2018/19 and FY 2019/20 Budget Amendments as set forth in this Report (five affirmative Council votes required for revenue actions only).

5. **19-1004** [Approval of Charter Review Committee Recommendations Regarding District Elections](#)

Recommendation: Staff does not have a recommendation on this item. This is a recommendation from the Charter Review Committee and staff requests Council direction on language to include in a draft charter amendment.

REPORTS OF MEMBERS AND SPECIAL COMMITTEES

CITY MANAGER/EXECUTIVE DIRECTOR REPORT

19-424 [Informational Report on City Council Referral regarding The Mercury News Article](#)

Recommendation: Note and file the Informational Report on City Council Referral regarding The Mercury News Article.

19-1157 [Monthly Update on City Council and Stadium Authority Staff Referrals, Both Open and Closed](#)

19-441 [Tentative Meeting Agenda Calendar \(TMAC\)](#)

ADJOURNMENT

The next scheduled meeting is on Tuesday evening, November 12, 2019 in the City Hall Council Chambers.

MEETING DISCLOSURES

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

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

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

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

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

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



City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
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Agenda Report

19-1293

Agenda Date: 11/5/2019

SUBJECT

Public Employee Performance Evaluation (CC)

Pursuant to Gov. Code § 54957

Title: City Manager



City of Santa Clara

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Agenda Report

19-1294

Agenda Date: 11/5/2019

SUBJECT

Conference with Labor Negotiators (CC)

Pursuant to Gov. Code § 54957.6

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

Employee Organization(s):

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

Unit #2 - Santa Clara Police Officer's Association

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

Unit #4 - City of Santa Clara Professional Engineers

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

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

Unit #9 - Miscellaneous Unclassified Management Employees

Unit #9A - Unclassified Police Management Employees

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Agenda Report

19-1283

Agenda Date: 11/5/2019

SUBJECT

Conference with Legal Counsel - Anticipated Litigation
Significant Exposure to Litigation
Pursuant to Government Code § 54956.9(d)(2)
(1) Item of Anticipated Litigation



Agenda Report

19-1005

Agenda Date: 11/5/2019

REPORT TO COUNCIL

SUBJECT

Overview and Update on Proposed Changes to the City's Transportation Analysis Methodology and Processes to Comply with State Law

BACKGROUND

Staff will conduct a study session with the City Council to provide an overview and update on proposed changes to the City's transportation analysis methodology and process for new development projects required to implement changes in State law.

In September 2013, the State of California Legislature passed, and Governor Brown signed, Senate Bill 743 - Steinberg (Attachment 1). SB 743 changes the way transportation impacts should be analyzed under the California Environmental Quality Act (CEQA) by removing automobile Level of Service (LOS) from environmental transportation analysis and replacing it with the State recommended Vehicle Miles Traveled (VMT) methodology or other measures that "promote the reduction of greenhouse gas emissions, the development of multimodal transportation networks, and a diversity of land uses." While LOS measures traffic delay at signalized intersections or roadway segments, VMT generally measures the distance a vehicle will travel to a destination.

In December 2018, the State of California Natural Resources Agency certified and adopted an updated CEQA Guidelines package, including the Guidelines section implementing Senate Bill 743 (Section 15064.3). Additionally, the Governor's Office of Planning and Research has published a technical guidance document titled, "Technical Advisory on Evaluating Transportation Impacts in CEQA", which contains technical recommendations on how CEQA lead agencies should assess VMT, create and evaluate thresholds of significance related to VMT impacts, and require and monitor impact mitigation measures. All California lead agencies, which includes cities, counties, etc., are required to implement VMT as the methodology for conducting CEQA analysis for projects by July 2020. The Valley Transportation Authority is working with all Santa Clara County member agencies to provide technical support and promote consistencies between cities in transitioning from LOS to VMT in environmental documents.

DISCUSSION

The City of Santa Clara currently relies on LOS to complete CEQA analysis as the City's standard for the evaluation of potential environmental effects for proposed projects upon transportation resources. The State mandates that automobile delay, as measured by LOS and other similar metrics, generally no longer be used as the standard to identify a significant environmental effect for the evaluation of potential environmental impacts required to complete a CEQA analysis. To comply with State law, the City of Santa Clara is required to adopt and implement a new standard by July 2020 for analyzing transportation impacts. The State recommends VMT as the most appropriate measure for determining transportation impacts under CEQA.

City staff is currently analyzing the effects of adopting a new methodology on land development and transportation projects, as well as evaluating the consistency of such a methodology with the City's General Plan.

At the Study Session on November 5, 2019, staff will provide the following:

- a presentation on the concepts of LOS and VMT
- background information about how the City currently analyzes transportation impacts
- the areas of interest that staff will analyze in relation to this proposed change in transportation analysis methodology
- the status of other local agencies efforts towards adopting VMT
- the proposed workplan and schedule for the City to comply with the July 2020 State deadline.

Additionally, staff will seek Council's input on the overall effort to adopt changes to the City's transportation analysis methodology and processes.

ENVIRONMENTAL REVIEW

The action being considered is exempt from formal review under the California Environmental Quality Act ("CEQA") pursuant to Public Resources Code Section 21080(b)(1) and CEQA Guidelines Section 15268(a), which provide that ministerial actions are exempt from the requirements of CEQA. The proposed implementation of VMT as the methodology for conducting future CEQA analyses is mandated by SB 743 and thus constitutes a ministerial action.

FISCAL IMPACT

There is no additional cost to the City other than staff time and expense.

COORDINATION

This report has been coordinated with the City Attorney's Office and the Community Development 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 or at the public information desk at any City of Santa Clara public library.

Reviewed by: Craig Mobeck, Director, Public Works

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Senate Bill 743 - VMT Statute

Senate Bill No. 743

CHAPTER 386

An act to amend Sections 65088.1 and 65088.4 of the Government Code, and to amend Sections 21181, 21183, 21186, 21187, 21189.1, and 21189.3 of, to add Section 21155.4 to, to add Chapter 2.7 (commencing with Section 21099) to Division 13 of, to add and repeal Section 21168.6.6 of, and to repeal and add Section 21185 of, the Public Resources Code, relating to environmental quality.

[Approved by Governor September 27, 2013. Filed with
Secretary of State September 27, 2013.]

LEGISLATIVE COUNSEL'S DIGEST

SB 743, Steinberg. Environmental quality: transit oriented infill projects, judicial review streamlining for environmental leadership development projects, and entertainment and sports center in the City of Sacramento.

(1) The Jobs and Economic Improvement Through Environmental Leadership Act of 2011 requires a party bringing an action or proceeding alleging that a lead agency's approval of a project certified by the Governor as an environmental leadership development project is in violation of the California Environmental Quality Act to file the action or proceeding with the Court of Appeal with geographic jurisdiction over the project and requires the Court of Appeal to issue its decision within 175 days of the filing of the petition. The Jobs and Economic Improvement Through Environmental Leadership Act of 2011 requires the lead agency to concurrently prepare the record of proceeding for the leadership project with the review and consideration of the project. The Jobs and Economic Improvement Through Environmental Leadership Act of 2011 provides that the above provision does not apply to a project for which a lead agency fails to certify an environmental impact report on or before June 1, 2014. The Jobs and Economic Improvement Through Environmental Leadership Act of 2011 is repealed by its own terms on January 1, 2015.

This bill would instead require the Judicial Council, on or before July 1, 2014, to adopt a rule of court to establish procedures applicable to actions or proceedings seeking judicial review of a public agency's action in certifying the environmental impact report and in granting project approval that requires the actions or proceedings, including any appeals therefrom, be resolved, within 270 days of the certification of the record of proceedings. The bill would extend the operation of the judicial review procedures unless the lead agency fails to certify an environmental impact report for an environmental leadership project on or before January 1, 2016. The bill would provide that the above provisions do not apply to a project if the Governor does not certify the project as an environmental leadership

development project prior to January 1, 2016. Because this bill would extend the time period for which a lead agency would be required to concurrently prepare the record of proceeding with the review and consideration of the environmental leadership development projects, this bill would impose a state-mandated local program. The bill would require the lead agency, within 10 days of the Governor's certification, to issue, at the applicant's expense, a specified public notice, thereby imposing a state-mandated local program. The bill would repeal the Jobs and Economic Improvement Through Environmental Leadership Act of 2011 on January 1, 2017.

(2) The California Environmental Quality Act, commonly known as CEQA, requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of, an environmental impact report on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect. CEQA also requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. CEQA establishes a procedure by which a person may seek judicial review of the decision of the lead agency made pursuant to CEQA.

This bill would provide that aesthetic and parking impacts of a residential, mixed-use residential, or employment center project, as defined, on an infill site, as defined, within a transit priority area, as defined, shall not be considered significant impacts on the environment. The bill would require the Office of Planning and Research to prepare and submit to the Secretary of the Natural Resources Agency, and the secretary to certify and adopt, revisions to the guidelines for the implementation of CEQA establishing criteria for determining the significance of transportation impacts of projects within transit priority areas.

This bill would, except for specified circumstances, exempt from CEQA residential, employment center, and mixed-use development projects meeting specified criteria. Because a lead agency would be required to determine the applicability of this exemption, this bill would impose a state-mandated local program.

This bill would require the public agency, in certifying the environmental impact report and in granting approvals for a specified entertainment and sports center project located in the City of Sacramento, including the concurrent preparation of the record of proceedings and the certification of the record of proceeding within 5 days of the filing of a specified notice, to comply with specified procedures. Because a public agency would be required to comply with those new procedures, this bill would impose a state-mandated local program. The bill would require the Judicial Council, on or before July 1, 2014, to adopt a rule of court to establish procedures applicable to actions or proceedings seeking judicial review of a public agency's action in certifying the environmental impact report and in granting project approval that requires the actions or proceedings, including any

appeals therefrom, be resolved, to the extent feasible, within 270 days of the certification of the record of proceedings. The bill would provide that the above provisions are inoperative and repealed on January 1 of the following year if the applicant fails to notify the lead agency before the release of the draft environmental impact report for public comment that the applicant is electing to proceed pursuant to the above provisions.

(3) Existing law requires the development, adoption, and updating of a congestion management program for each county that includes an urbanized area, as defined. The plan is required to contain specified elements and to be submitted to regional agencies, as defined, for determination of whether the program is consistent with regional transportation plans. The regional agency is then directed to monitor the implementation of all elements of each congestion management program. The required elements include traffic level of service standards for a system of designated highways and roadways. Existing law defines “infill opportunity zone” for purposes of the above-described provisions and exempts streets and highways in an infill opportunity zone from the level of service standards specified in the above-described provisions and instead requires alternate level of service standards to be applied. Existing law prohibits a city or county from designating an infill opportunity zone after December 31, 2009.

This bill would revise the definition of “infill opportunity zone,” as specified. The bill would authorize the designation of an infill opportunity zone that is a transit priority area within a sustainable communities strategy or alternative planning strategy adopted by an applicable metropolitan planning organization.

(4) Existing law terminates the designation of an infill opportunity zone if no development project is completed within that zone within 4 years from the date of the designation.

This bill would repeal this provision.

This bill would make findings and declarations as to the necessity of a special statute for the City of Sacramento.

(5) The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

The people of the State of California do enact as follows:

SECTION 1. (a) The Legislature finds and declares the following:

(1) With the adoption of Chapter 728 of the Statutes of 2008, popularly known as the Sustainable Communities and Climate Protection Act of 2008, the Legislature signaled its commitment to encouraging land use and transportation planning decisions and investments that reduce vehicle miles traveled and contribute to the reductions in greenhouse gas emissions required in the California Global Warming Solutions Act of 2006 (Division

25.5 (commencing with Section 38500) of the Health and Safety Code). Similarly, the California Complete Streets Act of 2008 (Chapter 657 of the Statutes of 2008) requires local governments to plan for a balanced, multimodal transportation network that meets the needs of all users of streets, roads, and highways for safe and convenient travel.

(2) Transportation analyses under the California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code) typically study changes in automobile delay. New methodologies under the California Environmental Quality Act are needed for evaluating transportation impacts that are better able to promote the state's goals of reducing greenhouse gas emissions and traffic-related air pollution, promoting the development of a multimodal transportation system, and providing clean, efficient access to destinations.

(b) It is the intent of the Legislature to do both of the following:

(1) Ensure that the environmental impacts of traffic, such as noise, air pollution, and safety concerns, continue to be properly addressed and mitigated through the California Environmental Quality Act.

(2) More appropriately balance the needs of congestion management with statewide goals related to infill development, promotion of public health through active transportation, and reduction of greenhouse gas emissions.

SEC. 2. The Legislature further finds and declares all of the following:

(a) The Federal Reserve has stated that “[m]ost policymakers estimate the longer-run normal rate of unemployment is between 5.2 and 6 percent.” At 7.6 percent, the current United States unemployment rate remains markedly higher than the normal rate and both the unemployment rates in Sacramento County and California are higher than the current national unemployment rate.

(b) The California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code) requires that the environmental impacts of development projects be identified and mitigated. The act also guarantees the public an opportunity to review and comment on the environmental impacts of a project and to participate meaningfully in the development of mitigation measures for potentially significant environmental impacts.

(c) The existing home of the City of Sacramento's National Basketball Association (NBA) team, the Sleep Train Arena, is an old and outmoded facility located outside of the City of Sacramento's downtown area and is not serviced by the region's existing heavy and light rail transportation networks. It was constructed 25 years ago and a new, more efficient entertainment and sports center located in downtown Sacramento is needed to meet the city's and region's needs.

(d) The City of Sacramento and the region would greatly benefit from the addition of a multipurpose event center capable of hosting a wide range of events including exhibitions, conventions, sporting events, as well as musical, artistic, and cultural events in downtown Sacramento.

(e) The proposed entertainment and sports center project is a public-private partnership between the City of Sacramento and the applicant that will result in the construction of a new state-of-the-art multipurpose event center, and surrounding infill development in downtown Sacramento as described in the notice of preparation released by the City of Sacramento on April 12, 2013.

(f) The project will generate over 4,000 full-time jobs including employees hired both during construction and operation of the entertainment and sports center project. This employment estimate does not include the substantial job generation that will occur with the surrounding development uses, which will generate additional hospitality, office, restaurant, and retail jobs in Sacramento's downtown area.

(g) The project also presents an unprecedented opportunity to implement innovative measures that will significantly reduce traffic and air quality impacts and mitigate the greenhouse gas emissions resulting from the project. The project site is located in downtown Sacramento near heavy and light rail transit facilities, situated to maximize opportunities to encourage nonautomobile modes of travel to the entertainment and sports center project, and is consistent with the policies and regional vision included in the Sustainable Communities Strategy adopted pursuant to Chapter 728 of the Statutes of 2008 by the Sacramento Area Council of Governments in April of 2012. The project is also located within close proximity to three major infill development areas including projects (The Bridge District, Railyards, and Township Nine) that received infill infrastructure grants from the state pursuant to Proposition 1C.

(h) It is in the interest of the state to expedite judicial review of the entertainment and sports center project, as appropriate, while protecting the environment and the right of the public to review, comment on, and, if necessary, seek judicial review of, the adequacy of the environmental impact report for the project.

SEC. 3. Section 65088.1 of the Government Code is amended to read:

65088.1. As used in this chapter the following terms have the following meanings:

(a) Unless the context requires otherwise, "agency" means the agency responsible for the preparation and adoption of the congestion management program.

(b) "Bus rapid transit corridor" means a bus service that includes at least four of the following attributes:

- (1) Coordination with land use planning.
- (2) Exclusive right-of-way.
- (3) Improved passenger boarding facilities.
- (4) Limited stops.
- (5) Passenger boarding at the same height as the bus.
- (6) Prepaid fares.
- (7) Real-time passenger information.
- (8) Traffic priority at intersections.
- (9) Signal priority.

(10) Unique vehicles.

(c) “Commission” means the California Transportation Commission.

(d) “Department” means the Department of Transportation.

(e) “Infill opportunity zone” means a specific area designated by a city or county, pursuant to subdivision (c) of Section 65088.4, that is within one-half mile of a major transit stop or high-quality transit corridor included in a regional transportation plan. A major transit stop is as defined in Section 21064.3 of the Public Resources Code, except that, for purposes of this section, it also includes major transit stops that are included in the applicable regional transportation plan. For purposes of this section, a high-quality transit corridor means a corridor with fixed route bus service with service intervals no longer than 15 minutes during peak commute hours.

(f) “Interregional travel” means any trips that originate outside the boundary of the agency. A “trip” means a one-direction vehicle movement. The origin of any trip is the starting point of that trip. A roundtrip consists of two individual trips.

(g) “Level of service standard” is a threshold that defines a deficiency on the congestion management program highway and roadway system which requires the preparation of a deficiency plan. It is the intent of the Legislature that the agency shall use all elements of the program to implement strategies and actions that avoid the creation of deficiencies and to improve multimodal mobility.

(h) “Local jurisdiction” means a city, a county, or a city and county.

(i) “Multimodal” means the utilization of all available modes of travel that enhance the movement of people and goods, including, but not limited to, highway, transit, nonmotorized, and demand management strategies including, but not limited to, telecommuting. The availability and practicality of specific multimodal systems, projects, and strategies may vary by county and region in accordance with the size and complexity of different urbanized areas.

(j) (1) “Parking cash-out program” means an employer-funded program under which an employer offers to provide a cash allowance to an employee equivalent to the parking subsidy that the employer would otherwise pay to provide the employee with a parking space. “Parking subsidy” means the difference between the out-of-pocket amount paid by an employer on a regular basis in order to secure the availability of an employee parking space not owned by the employer and the price, if any, charged to an employee for use of that space.

(2) A parking cash-out program may include a requirement that employee participants certify that they will comply with guidelines established by the employer designed to avoid neighborhood parking problems, with a provision that employees not complying with the guidelines will no longer be eligible for the parking cash-out program.

(k) “Performance measure” is an analytical planning tool that is used to quantitatively evaluate transportation improvements and to assist in determining effective implementation actions, considering all modes and

strategies. Use of a performance measure as part of the program does not trigger the requirement for the preparation of deficiency plans.

(l) “Urbanized area” has the same meaning as is defined in the 1990 federal census for urbanized areas of more than 50,000 population.

(m) Unless the context requires otherwise, “regional agency” means the agency responsible for preparation of the regional transportation improvement program.

SEC. 4. Section 65088.4 of the Government Code is amended to read:

65088.4. (a) It is the intent of the Legislature to balance the need for level of service standards for traffic with the need to build infill housing and mixed use commercial developments within walking distance of mass transit facilities, downtowns, and town centers and to provide greater flexibility to local governments to balance these sometimes competing needs.

(b) Notwithstanding any other provision of law, level of service standards described in Section 65089 shall not apply to the streets and highways within an infill opportunity zone.

(c) The city or county may designate an infill opportunity zone by adopting a resolution after determining that the infill opportunity zone is consistent with the general plan and any applicable specific plan, and is a transit priority area within a sustainable communities strategy or alternative planning strategy adopted by the applicable metropolitan planning organization.

SEC. 5. Chapter 2.7 (commencing with Section 21099) is added to Division 13 of the Public Resources Code, to read:

CHAPTER 2.7. MODERNIZATION OF TRANSPORTATION ANALYSIS FOR
TRANSIT-ORIENTED INFILL PROJECTS

21099. (a) For purposes of this section, the following terms mean the following:

(1) “Employment center project” means a project located on property zoned for commercial uses with a floor area ratio of no less than 0.75 and that is located within a transit priority area.

(2) “Floor area ratio” means the ratio of gross building area of the development, excluding structured parking areas, proposed for the project divided by the net lot area.

(3) “Gross building area” means the sum of all finished areas of all floors of a building included within the outside faces of its exterior walls.

(4) “Infill site” means a lot located within an urban area that has been previously developed, or on a vacant site where at least 75 percent of the perimeter of the site adjoins, or is separated only by an improved public right-of-way from, parcels that are developed with qualified urban uses.

(5) “Lot” means all parcels utilized by the project.

(6) “Net lot area” means the area of a lot, excluding publicly dedicated land and private streets that meet local standards, and other public use areas as determined by the local land use authority.

(7) “Transit priority area” means an area within one-half mile of a major transit stop that is existing or planned, if the planned stop is scheduled to be completed within the planning horizon included in a Transportation Improvement Program adopted pursuant to Section 450.216 or 450.322 of Title 23 of the Code of Federal Regulations.

(b) (1) The Office of Planning and Research shall prepare, develop, and transmit to the Secretary of the Natural Resources Agency for certification and adoption proposed revisions to the guidelines adopted pursuant to Section 21083 establishing criteria for determining the significance of transportation impacts of projects within transit priority areas. Those criteria shall promote the reduction of greenhouse gas emissions, the development of multimodal transportation networks, and a diversity of land uses. In developing the criteria, the office shall recommend potential metrics to measure transportation impacts that may include, but are not limited to, vehicle miles traveled, vehicle miles traveled per capita, automobile trip generation rates, or automobile trips generated. The office may also establish criteria for models used to analyze transportation impacts to ensure the models are accurate, reliable, and consistent with the intent of this section.

(2) Upon certification of the guidelines by the Secretary of the Natural Resources Agency pursuant to this section, automobile delay, as described solely by level of service or similar measures of vehicular capacity or traffic congestion shall not be considered a significant impact on the environment pursuant to this division, except in locations specifically identified in the guidelines, if any.

(3) This subdivision does not relieve a public agency of the requirement to analyze a project’s potentially significant transportation impacts related to air quality, noise, safety, or any other impact associated with transportation. The methodology established by these guidelines shall not create a presumption that a project will not result in significant impacts related to air quality, noise, safety, or any other impact associated with transportation. Notwithstanding the foregoing, the adequacy of parking for a project shall not support a finding of significance pursuant to this section.

(4) This subdivision does not preclude the application of local general plan policies, zoning codes, conditions of approval, thresholds, or any other planning requirements pursuant to the police power or any other authority.

(5) On or before July 1, 2014, the Office of Planning and Research shall circulate a draft revision prepared pursuant to paragraph (1).

(c) (1) The Office of Planning and Research may adopt guidelines pursuant to Section 21083 establishing alternative metrics to the metrics used for traffic levels of service for transportation impacts outside transit priority areas. The alternative metrics may include the retention of traffic levels of service, where appropriate and as determined by the office.

(2) This subdivision shall not affect the standard of review that would apply to the new guidelines adopted pursuant to this section.

(d) (1) Aesthetic and parking impacts of a residential, mixed-use residential, or employment center project on an infill site within a transit priority area shall not be considered significant impacts on the environment.

(2) (A) This subdivision does not affect, change, or modify the authority of a lead agency to consider aesthetic impacts pursuant to local design review ordinances or other discretionary powers provided by other laws or policies.

(B) For the purposes of this subdivision, aesthetic impacts do not include impacts on historical or cultural resources.

(e) This section does not affect the authority of a public agency to establish or adopt thresholds of significance that are more protective of the environment.

SEC. 6. Section 21155.4 is added to the Public Resources Code, to read:

21155.4. (a) Except as provided in subdivision (b), a residential, employment center, as defined in paragraph (1) of subdivision (a) of Section 21099, or mixed-use development project, including any subdivision, or any zoning, change that meets all of the following criteria is exempt from the requirements of this division:

(1) The project is proposed within a transit priority area, as defined in subdivision (a) of Section 21099.

(2) The project is undertaken to implement and is consistent with a specific plan for which an environmental impact report has been certified.

(3) The project is consistent with the general use designation, density, building intensity, and applicable policies specified for the project area in either a sustainable communities strategy or an alternative planning strategy for which the State Air Resources Board, pursuant to subparagraph (H) of paragraph (2) of subdivision (b) of Section 65080 of the Government Code, has accepted a metropolitan planning organization's determination that the sustainable communities strategy or the alternative planning strategy would, if implemented, achieve the greenhouse gas emissions reduction targets.

(b) Further environmental review shall be conducted only if any of the events specified in Section 21166 have occurred.

SEC. 7. Section 21168.6.6 is added to the Public Resources Code, to read:

21168.6.6. (a) For the purposes of this section, the following definitions shall have the following meanings:

(1) "Applicant" means a private entity or its affiliates that proposes the project and its successors, heirs, and assignees.

(2) "City" means the City of Sacramento.

(3) "Downtown arena" means the following components of the entertainment and sports center project from demolition and site preparation through operation:

(A) An arena facility that will become the new home to the City of Sacramento's National Basketball Association (NBA) team that does both of the following:

(i) Receives Leadership in Energy and Environmental Design (LEED) gold certification for new construction within one year of completion of the first NBA season.

(ii) Minimizes operational traffic congestion and air quality impacts through either or both project design and the implementation of feasible mitigation measures that will do all of the following:

(I) Achieve and maintain carbon neutrality or better by reducing to at least zero the net emissions of greenhouse gases, as defined in subdivision (g) of Section 38505 of the Health and Safety Code, from private automobile trips to the downtown arena as compared to the baseline as verified by the Sacramento Metropolitan Air Quality Management District.

(II) Achieve a per attendee reduction in greenhouse gas emissions from automobiles and light trucks compared to per attendee greenhouse gas emissions associated with the existing arena during the 2012–13 NBA season that will exceed the carbon reduction targets for 2020 and 2035 achieved in the sustainable communities strategy prepared by the Sacramento Area Council of Governments for the Sacramento region pursuant to Chapter 728 of the Statutes of 2008.

(III) Achieve and maintain vehicle-miles-traveled per attendee for NBA events at the downtown arena that is no more than 85 percent of the baseline.

(B) Associated public spaces.

(C) Facilities and infrastructure for ingress, egress, and use of the arena facility.

(4) “Entertainment and sports center project” or “project” means a project that substantially conforms to the project description for the entertainment and sports center project set forth in the notice of preparation released by the City of Sacramento on April 12, 2013.

(b) (1) The city may prosecute an eminent domain action for 545 and 600 K Street, Sacramento, California, and surrounding publicly accessible areas and rights-of-way within 200 feet of 600 K Street, Sacramento, California, through order of possession pursuant to the Eminent Domain Law (Title 7 (commencing with Section 1230.010) of Part 3 of the Code of Civil Procedure) prior to completing the environmental review under this division.

(2) Paragraph (1) shall not apply to any other eminent domain actions prosecuted by the City of Sacramento or to eminent domain actions based on a finding of blight.

(c) Notwithstanding any other law, the procedures established pursuant to subdivision (d) shall apply to an action or proceeding brought to attack, review, set aside, void, or annul the certification of the environmental impact report for the project or the granting of any project approvals.

(d) On or before July 1, 2014, the Judicial Council shall adopt a rule of court to establish procedures applicable to actions or proceedings brought to attack, review, set aside, void, or annul the certification of the environmental impact report for the project or the granting of any project approvals that require the actions or proceedings, including any potential appeals therefrom, be resolved, to the extent feasible, within 270 days of certification of the record of proceedings pursuant to subdivision (f).

(e) (1) The draft and final environmental impact report shall include a notice in not less than 12-point type stating the following:

THIS EIR IS SUBJECT TO SECTION 21168.6.6 OF THE PUBLIC RESOURCES CODE, WHICH PROVIDES, AMONG OTHER THINGS, THAT THE LEAD AGENCY NEED NOT CONSIDER CERTAIN COMMENTS FILED AFTER THE CLOSE OF THE PUBLIC COMMENT PERIOD FOR THE DRAFT EIR. ANY JUDICIAL ACTION CHALLENGING THE CERTIFICATION OF THE EIR OR THE APPROVAL OF THE PROJECT DESCRIBED IN THE EIR IS SUBJECT TO THE PROCEDURES SET FORTH IN SECTION 21168.6.6 OF THE PUBLIC RESOURCES CODE. A COPY OF SECTION 21168.6.6 OF THE PUBLIC RESOURCES CODE IS INCLUDED IN THE APPENDIX TO THIS EIR.

(2) The draft environmental impact report and final environmental impact report shall contain, as an appendix, the full text of this section.

(3) Within 10 days after the release of the draft environmental impact report, the lead agency shall conduct an informational workshop to inform the public of the key analyses and conclusions of that report.

(4) Within 10 days before the close of the public comment period, the lead agency shall hold a public hearing to receive testimony on the draft environmental impact report. A transcript of the hearing shall be included as an appendix to the final environmental impact report.

(5) (A) Within five days following the close of the public comment period, a commenter on the draft environmental impact report may submit to the lead agency a written request for nonbinding mediation. The lead agency and applicant shall participate in nonbinding mediation with all commenters who submitted timely comments on the draft environmental impact report and who requested the mediation. Mediation conducted pursuant to this paragraph shall end no later than 35 days after the close of the public comment period.

(B) A request for mediation shall identify all areas of dispute raised in the comment submitted by the commenter that are to be mediated.

(C) The lead agency shall select one or more mediators who shall be retired judges or recognized experts with at least five years experience in land use and environmental law or science, or mediation. The applicant shall bear the costs of mediation.

(D) A mediation session shall be conducted on each area of dispute with the parties requesting mediation on that area of dispute.

(E) The lead agency shall adopt, as a condition of approval, any measures agreed upon by the lead agency, the applicant, and any commenter who requested mediation. A commenter who agrees to a measure pursuant to this subparagraph shall not raise the issue addressed by that measure as a basis for an action or proceeding challenging the lead agency's decision to certify the environmental impact report or to grant one or more initial project approvals.

(6) The lead agency need not consider written comments submitted after the close of the public comment period, unless those comments address any of the following:

(A) New issues raised in the response to comments by the lead agency.

(B) New information released by the public agency subsequent to the release of the draft environmental impact report, such as new information set forth or embodied in a staff report, proposed permit, proposed resolution, ordinance, or similar documents.

(C) Changes made to the project after the close of the public comment period.

(D) Proposed conditions for approval, mitigation measures, or proposed findings required by Section 21081 or a proposed reporting and monitoring program required by paragraph (1) of subdivision (a) of Section 21081.6, where the lead agency releases those documents subsequent to the release of the draft environmental impact report.

(E) New information that was not reasonably known and could not have been reasonably known during the public comment period.

(7) The lead agency shall file the notice required by subdivision (a) of Section 21152 within five days after the last initial project approval.

(f) (1) The lead agency shall prepare and certify the record of the proceedings in accordance with this subdivision and in accordance with Rule 3.1365 of the California Rules of Court. The applicant shall pay the lead agency for all costs of preparing and certifying the record of proceedings.

(2) No later than three business days following the date of the release of the draft environmental impact report, the lead agency shall make available to the public in a readily accessible electronic format the draft environmental impact report and all other documents submitted to or relied on by the lead agency in the preparation of the draft environmental impact report. A document prepared by the lead agency or submitted by the applicant after the date of the release of the draft environmental impact report that is a part of the record of the proceedings shall be made available to the public in a readily accessible electronic format within five business days after the document is prepared or received by the lead agency.

(3) Notwithstanding paragraph (2), documents submitted to or relied on by the lead agency that were not prepared specifically for the project and are copyright protected are not required to be made readily accessible in an electronic format. For those copyright protected documents, the lead agency shall make an index of these documents available in an electronic format no later than the date of the release of the draft environmental impact report, or within five business days if the document is received or relied on by the lead agency after the release of the draft environmental impact report. The index must specify the libraries or lead agency offices in which hardcopies of the copyrighted materials are available for public review.

(4) The lead agency shall encourage written comments on the project to be submitted in a readily accessible electronic format, and shall make any

such comment available to the public in a readily accessible electronic format within five days of its receipt.

(5) Within seven business days after the receipt of any comment that is not in an electronic format, the lead agency shall convert that comment into a readily accessible electronic format and make it available to the public in that format.

(6) The lead agency shall indicate in the record of the proceedings comments received that were not considered by the lead agency pursuant to paragraph (6) of subdivision (e) and need not include the content of the comments as a part of the record.

(7) Within five days after the filing of the notice required by subdivision (a) of Section 21152, the lead agency shall certify the record of the proceedings for the approval or determination and shall provide an electronic copy of the record to a party that has submitted a written request for a copy. The lead agency may charge and collect a reasonable fee from a party requesting a copy of the record for the electronic copy, which shall not exceed the reasonable cost of reproducing that copy.

(8) Within 10 days after being served with a complaint or a petition for a writ of mandate, the lead agency shall lodge a copy of the certified record of proceedings with the superior court.

(9) Any dispute over the content of the record of the proceedings shall be resolved by the superior court. Unless the superior court directs otherwise, a party disputing the content of the record shall file a motion to augment the record at the time it files its initial brief.

(10) The contents of the record of proceedings shall be as set forth in subdivision (e) of Section 21167.6.

(g) (1) As a condition of approval of the project subject to this section, the lead agency shall require the applicant, with respect to any measures specific to the operation of the downtown arena, to implement those measures that will meet the requirements of this division by the end of the first NBA regular season or June of the first NBA regular season, whichever is later, during which an NBA team has played at the downtown arena.

(2) To maximize public health, environmental, and employment benefits, the lead agency shall place the highest priority on feasible measures that will reduce greenhouse gas emissions on the downtown arena site and in the neighboring communities of the downtown arena. Mitigation measures that shall be considered and implemented, if feasible and necessary, to achieve the standards set forth in subclauses (I) to (III), inclusive, of clause (ii) of subparagraph (A) of paragraph (3) of subdivision (a), including, but not limited to:

(A) Temporarily expanding the capacity of a public transit line, as needed, to serve downtown arena events.

(B) Providing private charter buses or other similar services, as needed, to serve downtown arena events.

(C) Paying its fair share of the cost of measures that expand the capacity of a public fixed or light rail station that is used by spectators attending downtown arena events.

(3) Offset credits shall be employed by the applicant only after feasible local emission reduction measures have been implemented. The applicant shall, to the extent feasible, place the highest priority on the purchase of offset credits that produce emission reductions within the city or the boundaries of the Sacramento Metropolitan Air Quality Management District.

(h) (1) (A) In granting relief in an action or proceeding brought pursuant to this section, the court shall not stay or enjoin the construction or operation of the downtown arena unless the court finds either of the following:

(i) The continued construction or operation of the downtown arena presents an imminent threat to the public health and safety.

(ii) The downtown arena site contains unforeseen important Native American artifacts or unforeseen important historical, archaeological, or ecological values that would be materially, permanently, and adversely affected by the continued construction or operation of the downtown arena unless the court stays or enjoins the construction or operation of the downtown arena.

(B) If the court finds that clause (i) or (ii) is satisfied, the court shall only enjoin those specific activities associated with the downtown arena that present an imminent threat to public health and safety or that materially, permanently, and adversely affect unforeseen important Native American artifacts or unforeseen important historical, archaeological, or ecological values.

(2) An action or proceeding to attack, set aside, void, or annul a determination, finding, or decision of the lead agency granting a subsequent project approval shall be subject to the requirements of Chapter 6 (commencing with Section 21165).

(3) Where an action or proceeding brought pursuant to this section challenges aspects of the project other than the downtown arena and those portions or specific project activities are severable from the downtown arena, the court may enter an order as to aspects of the project other than the downtown arena that includes one or more of the remedies set forth in Section 21168.9.

(i) The provisions of this section are severable. If any provision of this section or its application is held invalid, that invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.

(j) (1) This section does not apply to the project and shall become inoperative on the date of the release of the draft environmental impact report and is repealed on January 1 of the following year, if the applicant fails to notify the lead agency prior to the release of the draft environmental impact report for public comment that the applicant is electing to proceed pursuant to this section.

(2) The lead agency shall notify the Secretary of State if the applicant fails to notify the lead agency of its election to proceed pursuant to this section.

SEC. 8. Section 21181 of the Public Resources Code is amended to read:

21181. This chapter does not apply to a project if the Governor does not certify a project as an environmental leadership development project eligible for streamlining provided pursuant to this chapter prior to January 1, 2016.

SEC. 9. Section 21183 of the Public Resources Code is amended to read:

21183. The Governor may certify a leadership project for streamlining pursuant to this chapter if all the following conditions are met:

(a) The project will result in a minimum investment of one hundred million dollars (\$100,000,000) in California upon completion of construction.

(b) The project creates high-wage, highly skilled jobs that pay prevailing wages and living wages and provide construction jobs and permanent jobs for Californians, and helps reduce unemployment. For purposes of this subdivision, “jobs that pay prevailing wages” means that all construction workers employed in the execution of the project will receive at least the general prevailing rate of per diem wages for the type of work and geographic area, as determined by the Director of Industrial Relations pursuant to Sections 1773 and 1773.9 of the Labor Code. If the project is certified for streamlining, the project applicant shall include this requirement in all contracts for the performance of the work.

(c) The project does not result in any net additional emission of greenhouse gases, including greenhouse gas emissions from employee transportation, as determined by the State Air Resources Board pursuant to Division 25.5 (commencing with Section 38500) of the Health and Safety Code.

(d) The project applicant has entered into a binding and enforceable agreement that all mitigation measures required pursuant to this division to certify the project under this chapter shall be conditions of approval of the project, and those conditions will be fully enforceable by the lead agency or another agency designated by the lead agency. In the case of environmental mitigation measures, the applicant agrees, as an ongoing obligation, that those measures will be monitored and enforced by the lead agency for the life of the obligation.

(e) The project applicant agrees to pay the costs of the Court of Appeal in hearing and deciding any case, including payment of the costs for the appointment of a special master if deemed appropriate by the court, in a form and manner specified by the Judicial Council, as provided in the Rules of Court adopted by the Judicial Council pursuant to subdivision (f) of Section 21185.

(f) The project applicant agrees to pay the costs of preparing the administrative record for the project concurrent with review and consideration of the project pursuant to this division, in a form and manner specified by the lead agency for the project.

SEC. 10. Section 21185 of the Public Resources Code is repealed.

SEC. 11. Section 21185 is added to the Public Resources Code, to read:

21185. On or before July 1, 2014, the Judicial Council shall adopt a rule of court to establish procedures applicable to actions or proceedings brought to attack, review, set aside, void, or annul the certification of the environmental impact report for an environmental leadership development

project certified by the Governor pursuant to this chapter or the granting of any project approvals that require the actions or proceedings, including any potential appeals therefrom, be resolved, within 270 days of certification of the record of proceedings pursuant to Section 21186.

SEC. 12. Section 21186 of the Public Resources Code is amended to read:

21186. Notwithstanding any other law, the preparation and certification of the administrative record for a leadership project certified by the Governor shall be performed in the following manner:

(a) The lead agency for the project shall prepare the administrative record pursuant to this division concurrently with the administrative process.

(b) All documents and other materials placed in the administrative record shall be posted on, and be downloadable from, an Internet Web site maintained by the lead agency commencing with the date of the release of the draft environmental impact report.

(c) The lead agency shall make available to the public in a readily accessible electronic format the draft environmental impact report and all other documents submitted to, or relied on by, the lead agency in the preparation of the draft environmental impact report.

(d) A document prepared by the lead agency or submitted by the applicant after the date of the release of the draft environmental impact report that is a part of the record of the proceedings shall be made available to the public in a readily accessible electronic format within five business days after the document is released or received by the lead agency.

(e) The lead agency shall encourage written comments on the project to be submitted in a readily accessible electronic format, and shall make any comment available to the public in a readily accessible electronic format within five days of its receipt.

(f) Within seven business days after the receipt of any comment that is not in an electronic format, the lead agency shall convert that comment into a readily accessible electronic format and make it available to the public in that format.

(g) Notwithstanding paragraphs (b) to (f), inclusive, documents submitted to or relied on by the lead agency that were not prepared specifically for the project and are copyright protected are not required to be made readily accessible in an electronic format. For those copyright-protected documents, the lead agency shall make an index of these documents available in an electronic format no later than the date of the release of the draft environmental impact report, or within five business days if the document is received or relied on by the lead agency after the release of the draft environmental impact report. The index must specify the libraries or lead agency offices in which hardcopies of the copyrighted materials are available for public review.

(h) The lead agency shall certify the final administrative record within five days of its approval of the project.

(i) Any dispute arising from the administrative record shall be resolved by the superior court. Unless the superior court directs otherwise, a party

disputing the content of the record shall file a motion to augment the record at the time it files its initial brief.

(j) The contents of the record of proceedings shall be as set forth in subdivision (e) of Section 21167.6.

SEC. 13. Section 21187 of the Public Resources Code is amended to read:

21187. Within 10 days of the Governor certifying an environmental leadership development project pursuant to this section, the lead agency shall, at the applicant's expense, issue a public notice in no less than 12-point type stating the following:

“THE APPLICANT HAS ELECTED TO PROCEED UNDER CHAPTER 6.5 (COMMENCING WITH SECTION 21178) OF THE PUBLIC RESOURCES CODE, WHICH PROVIDES, AMONG OTHER THINGS, THAT ANY JUDICIAL ACTION CHALLENGING THE CERTIFICATION OF THE EIR OR THE APPROVAL OF THE PROJECT DESCRIBED IN THE EIR IS SUBJECT TO THE PROCEDURES SET FORTH IN SECTIONS 21185 TO 21186, INCLUSIVE, OF THE PUBLIC RESOURCES CODE. A COPY OF CHAPTER 6.5 (COMMENCING WITH SECTION 21178) OF THE PUBLIC RESOURCES CODE IS INCLUDED BELOW.”

The public notice shall be distributed by the lead agency as required for public notices issued pursuant to paragraph (3) of subdivision (b) of Section 21092.

SEC. 14. Section 21189.1 of the Public Resources Code is amended to read:

21189.1. If, prior to January 1, 2016, a lead agency fails to approve a project certified by the Governor pursuant to this chapter, then the certification expires and is no longer valid.

SEC. 15. Section 21189.3 of the Public Resources Code is amended to read:

21189.3. This chapter shall remain in effect until January 1, 2017, and as of that date is repealed unless a later enacted statute extends or repeals that date.

SEC. 16. With respect to certain provisions of this measure, the Legislature finds and declares that a special law is necessary and that a general law cannot be made applicable within the meaning of Section 16 of Article IV of the California Constitution because of the unique need for the development of an entertainment and sports center project in the City of Sacramento in an expeditious manner.

SEC. 17. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because a local agency or school district has the authority to levy service charges, fees, or assessments

sufficient to pay for the program or level of service mandated by this act, within the meaning of Section 17556 of the Government Code.

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Agenda Report

19-1242

Agenda Date: 11/5/2019

REPORT TO COUNCIL

SUBJECT

Acknowledge Winners of the Santa Clara Cultural Commission 2019 Halloween Home Decoration Contest

BACKGROUND

In 2017, the City of Santa Clara Cultural Commission sponsored a pilot Halloween Home Decoration Contest. The Halloween Home Decorating Contest was modeled after the Holiday Home Decoration Contest. The contest was not hosted in 2018. This year, the Cultural Commission endeavored to host a community-wide event which featured three (3) categories: 1) Scariest, 2) Most Original, and 3) People's Choice. Residents submitted their entries on the City's website between October 9 and October 24, 2019. The Cultural Commission reviewed entries for the first two categories and the community voted on the People's Choice. Winners were announced on social media on October 30, 2019 in time for neighbors to visit and see the seasonal creativity of their community. Winners receive a prized lawn sign with bragging rights and have been invited to be recognized at the November 5, 2019 Council meeting.

DISCUSSION

The City thanks our many residents for participating in the annual Halloween Home Decoration Contest by exhibiting their creativity in fun and entertaining displays. The City also appreciates the nearly 300 residents who visited and voted on their neighbors' entries for People's Choice award through social media. This participation demonstrates the best of Santa Clara's "placemaking" and community building.

Awardees for 2019 are:

- 1) "Scariest" - Kellog Way's "Zombies" theme;
- 2) "Most Original" - Mesuite Drive's "Haunted Pirate Ship" theme; and,
- 3) "People's Choice" - Nobili Avenue's "Dia De Los Muertos" theme.

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 except for printing of a yard sign and administrative time to promote participation and process applications and awards.

COORDINATION

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

PUBLIC CONTACT

Public contact was made by posting the Council and Authorities Concurrent Meeting 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, e-mail clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Recognize the annual Halloween Home Decoration Contest awardees for 2019: "Kellog Way "Zombies" theme in the category of "Scariest"; Mesuite Drive's "Haunted Pirate Ship" in the category of "Most Original" and, the "People's Choice" winner Nobili Avenue's "Dia De Los Muertos" theme.

Reviewed by: James Teixeira, Director of Parks & Recreation

Approved by: Deanna J. Santana, City Manager



Agenda Report

19-1291

Agenda Date: 11/5/2019

REPORT TO COUNCIL

SUBJECT

Proclamation of November 2019 as Sikh Appreciation and Awareness Month and 550th Anniversary

BACKGROUND

The month of November is celebrated as Sikh Appreciation and Awareness Month in California. Sikhism is the fifth largest religion in the world, with more than 23 million Sikhs worldwide. An estimated 250,000 Americans of Sikh origin, comprising nearly 40 percent of the nation's estimated Sikh population, reside in California.

Sikh Americans pursue diverse professions in services such as the United States Armed Forces, agriculture, transportation, medicine, engineering, technology, science, education, energy, and small businesses, and make rich contributions to the social, cultural, and economic vibrancy of United States. Sikh Americans have distinguished themselves by fostering greater respect and understanding among all people through faith and service.

Joy of Sewa is a community organization based in Santa Clara. Founded on the principles of Sikhi, Joy of Sewa volunteers actively participate in local events and volunteer initiatives to better their community through "sewa," the self-service of others.

DISCUSSION

As a Special Order of Business on November 5, 2019, the City Council would like to recognize the month of November as Sikh Appreciation and Awareness Month and will present a proclamation to representatives from Joy of Sewa.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

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

PUBLIC CONTACT

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

Reviewed by: Julie Minot, Executive Assistant to the Mayor and City Council
Approved by: Deanna J. Santana, City Manager



City of Santa Clara

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

19-1201

Agenda Date: 11/5/2019

REPORT TO COUNCIL

SUBJECT

Council and Authorities Concurrent Meeting Minutes of September 24, 2019

RECOMMENDATION

Note and file the Council and Authorities Concurrent Meeting Minutes of September 24, 2019.



City of Santa Clara

Meeting Minutes

Council and Authorities Concurrent Meeting

09/24/2019

5:30 PM

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

5:30 PM CLOSED SESSION

Call to Order in the Council Chambers

Mayor Gillmor called the Closed Session to order at 5:30 PM.

Confirmation of a Quorum

Assistant City Clerk Pimentel confirmed a quorum.

Public Comment

None.

[19-1095](#)

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

Convene to Closed Session (Council Conference Room)

6:00 PM COUNCIL REGULAR MEETING

Call to Order

Mayor Gillmor called the meeting to order at 6:16 PM.

Pledge of Allegiance and Statement of Values

Roll Call

Present: 7 - Vice Mayor Patricia M. Mahan, Councilmember Karen Hardy,
Councilmember Teresa O'Neill, Councilmember Debi Davis,
Councilmember Kathy Watanabe, Councilmember Raj Chahal, and
Mayor Lisa M. Gillmor

REPORTS OF ACTION TAKEN IN CLOSED SESSION MATTERS

City Attorney/Stadium Authority Counsel Doyle reported that the City Council/Stadium Authority Board voted unanimously (with all seven members present) to approve the proposed settlement in the case of *Nevarez v. City of Santa Clara, et al.*, United States District Court, Northern District of California, along with a side agreement with the Forty Niners Stadium Management Company and others. The case is a class action arising from ADA (Americans with Disabilities Act) violations at Levi's Stadium. The settlement agreement and side agreement taken together require that the Forty Niners pay class damages in the amount of \$24 million and take responsibility for compliance with class action noticing and other requirements. The Forty Niners will pay plaintiffs attorney's fees in the amount of approximately \$13.5 million. The Forty Niners will complete and pay for the remediation within the Stadium site and in the main lot. The City and Stadium Authority will complete and pay for remediation to the surrounding public rights of way. Forty Niners reserve their rights with regard to Stadium remediation items, as well as part of the attorney's fees. The Court will have oversight of the settlement during the three year compliance period during which time the remediation work will be completed and approved. Remediation work will be completed in accordance with all applicable laws and the settlement agreements will become public documents after they are signed.

CONTINUANCES/EXCEPTIONS

None.

SPECIAL ORDER OF BUSINESS

1. [19-932](#) Recognition of Outgoing Senior Advisory Commissioner Barbara "Bobbi" Estrada and Board of Library Trustee David Kyo

Mayor Gillmor expressed comments of gratification on behalf of the **Council** towards former **Senior Advisory Commissioner Estrada** and former **Board of Library Trustee Kyo** for their service to the City.

Director of Parks and Recreation Teixeira commented on former **Commissioner Estrada's** service to the community.

City Librarian Keith commented on former **Trustee Kyo's** service to the community.

Public Speaker(s): Jan Hintermeister **Vice Mayor Mahan** recused herself from Item 2.G due to her property being within 500-feet of 908 Fremont Street.

CONSENT CALENDAR

Mayor Gillmor pulled Items 2.E and 2.L.

Councilmember Chahal pulled Item 2.J.

A motion was made by Councilmember Davis, seconded by Councilmember Hardy, to approve the balance of the Consent Calendar (except Items 2.E, 2.J and 2.L).

Aye: 7 - Vice Mayor Mahan, Councilmember Hardy, Councilmember O'Neill, Councilmember Davis, Councilmember Watanabe, Councilmember Chahal, and Mayor Gillmor

- 2.A [19-953](#) Action on Council and Authorities Concurrent Meeting Minutes of August 20, 2019, and City Council Special Meeting Minutes of August 26, 2019

Recommendation: Note and file the Council and Authorities Concurrent Meeting Minutes of August 20, 2019, and City Council Special Meeting Minutes of August 26, 2019.

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

- 2.B [19-035](#) Board, Commissions and Committee Minutes

Recommendation: Note and file the Minutes of:
Youth Commission - May 14, 2019
Audit Committee - February 25, 2019
Historical and Landmarks Commission - June 6, 2019
Parks & Recreation Commission - August 20, 2019

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

- 2.C [19-658](#) Action on a Resolution Ordering the Vacation of the Public Utility and Storm Drain Easement at 3755 Tahoe Way

Recommendation: 1. Adopt a Resolution Ordering the Vacation of Public Utility Easement and Storm Drain Easement at 3755 Tahoe Way [APN 205-38-022 (2019-20); SC 19,149]; and
2. Authorize the recordation of the Resolution.

A motion was made by Councilmember Davis, seconded by Councilmember Hardy, to adopt Resolution No. 19-8756 ordering the Vacation of Public Utility Easement and Storm Drain Easement at 3755 Tahoe Way [APN 205-38-022 (2019-20); SC 19,149] and authorize the recordation of the Resolution.

- 2.D** [19-760](#) Action on the Award of Purchase Order to First Alarm Security & Patrol, Inc. dba First Security Services for Security Guard Services at the Santa Clara City Library

Recommendation: 1. Authorize the City Manager to execute a Purchase Order with First Alarm Security & Patrol, Inc., dba First Security Services for an initial term ending on September 30, 2020, for an amount not to exceed \$89,190; and
2. Authorize the City Manager to execute up to nine one-year options to renew the Purchase Order through September 30, 2029 with compensation increases subject to the City Manager's approval.

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

- 2.F** [19-891](#) 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 3420 Central Expressway, 3697 Tahoe Way, Serra Substation, 3655 Kifer Road, 2200 Lawson Lane, 1990 El Camino Real, Tasman Drive and Stars & Stripes Drive, 1500 Memorex Drive, 2264 Benton Street, 2139 King Court, and Kifer Road at Cooper Street.

A motion was made by Councilmember Davis, seconded by Councilmember Hardy, to adopt Resolution No. 19-8757 approving the use of City Electric Forces for the installation of facilities at 3420 Central Expressway, 3697 Tahoe Way, Serra Substation, 3655 Kifer Road, 2200 Lawson Lane, 1990 El Camino Real, Tasman Drive and Stars & Stripes Drive, 1500 Memorex Drive, 2264 Benton Street, 2139 King Court, and Kifer Road at Cooper Street.

- 2.G** [19-900](#) Action on Rezoning from CD - Downtown Commercial to R1-6L Single-Family and Adoption of a Resolution at 908 Fremont Street.

Recommendation: Adopt a Resolution Rezoning the property at 908 Fremont Street from CD - Downtown Commercial to R1-6L Single Family.

Vice Mayor Mahan recused herself from Item 2.G due to her property being within 500-feet of 908 Fremont Street.

A motion was made by Councilmember Davis, seconded by Councilmember Hardy, to adopt Resolution No. 19-8758 rezoning the property at 908 Fremont Street from CD - Downtown Commercial to R1-6L Single Family

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

Recused: 1 - Vice Mayor Mahan

- 2.H [19-901](#) Action on Bills and Claims Report (CC, SA, HA) for the period August 23rd - September 12th

Recommendation: Approve the list of Bills and Claims for August 23, 2019 - September 12, 2019.

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

- 2.I [19-918](#) Action on the Fiscal Operation of the Santa Clara Golf and Tennis Club Report for the 4th Quarter ended June 30, 2019

Recommendation: Note and file the Status Report for the Fiscal Operation of the Santa Clara Golf and Tennis Club for the fourth quarter ended June 30, 2019.

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

- 2.K [19-948](#) Action on Monthly Financial Status and Investment Reports for June 2019 and July 2019

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

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

- 2.M [19-997](#) Action on Agreements with the County of Santa Clara for Use of the Santa Clara City Libraries as Vote Centers

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

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

- 2.N [19-1013](#) Action on Council and Authorities Concurrent and Stadium Authority Meetings for 2020

Recommendation: Set the 2020 calendar year Council and Authorities Concurrent and Stadium Authority as reflected on the attached calendar.

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

- 2.O [19-1052](#) Accept the 2019 Assistance to Firefighters Grant in the amount of \$147,764 for Conducting Safety Officer Training for Department Personnel and Approve the Related Budget Amendment

Recommendation: Accept the 2019 Assistance to Firefighters Grant in the amount of \$147,764 for Conducting Safety Officer Training for Department Personnel and Approve the Related Budget Amendment including the required 10% City match.

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

PUBLIC PRESENTATIONS

None.

CONSENT ITEMS PULLED FOR DISCUSSION

- 2.J [19-937](#) Action on an Agreement for Services with HouseKeys Inc. for Administration of the City's Affordable Rental Program

Recommendation: 1. Approve and authorize the City Manager to execute the Agreement for Services with HouseKeys Inc for Administration of the City's Affordable Rental Program in an amount not to exceed \$211,000, and all related documents for the provision of administrative services for the Affordable Purchase Program effective September 24, 2019; and
2. Approve and authorize an additional \$61,000 appropriation to cover the one-time onboarding fee, which will be paid from Housing Special Revenue Funds.

Councilmember Chahal pulled this item for further discussion.

Housing & Community Services Division Manager Veatch addressed Council questions.

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

Aye: 7 - Vice Mayor Mahan, Councilmember Hardy, Councilmember O'Neill, Councilmember Davis, Councilmember Watanabe, Councilmember Chahal, and Mayor Gillmor

2.E [19-818](#)

Action on Resolutions Dedicating Portions of City-Owned Land for Use as a Street and Utility Easement and Underground Electric Easement Adjacent to Tasman Drive Next to the Santa Clara Youth Soccer Park and Adjacent to Great America Parkway at the Closed Santa Clara Landfill

Recommendation:

1. Adopt a Resolution Dedicating a Portion of City-owned Land located at the Santa Clara Youth Soccer Park adjacent to Tasman Drive for use as a street and utility easement [APN 104-03-056 (2019-20); SC 19,209];
2. Adopt a Resolution Dedicating a Portion of City-owned Land located at the Northwest Corner of Parcel 4 of the closed Santa Clara landfill adjacent to Great America Parkway for use as an underground electric easement [APN 104-03-036 (2019-20); SC 19,208]; and
3. Authorize the recordation of the Resolutions.

Mayor Gillmor pulled this item for further discussion.

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

A motion was made by Councilmember Davis, seconded by Vice Mayor Mahan, to: 1) adopt Resolution No. 19-8759 dedicating a portion of City-owned Land located at the Santa Clara Youth Soccer Park adjacent to Tasman Drive for use as a street and utility easement [APN 104-03-056 (2019-20); SC 19,209]; 2) adopt Resolution No. 19-8760 dedicating a portion of City-owned Land located at the Northwest Corner of Parcel 4 of the closed Santa Clara landfill adjacent to Great America Parkway for use as an underground electric easement [APN 104-03-036 (2019-20); SC 19,208]; 3) to authorize the recordation of the Resolutions and direct staff and the Parks and Recreation Commission to provide input for the artwork and have the developer finance the construction and maintenance for the term of the lease.

Aye: 7 - Vice Mayor Mahan, Councilmember Hardy, Councilmember O'Neill, Councilmember Davis, Councilmember Watanabe, Councilmember Chahal, and Mayor Gillmor

- 2.L [19-956](#) Action on a Resolution Approving an Affordable Housing Agreement with ZAEN Partners, LLC for the Project Located at 2310 Calle Del Mundo

Recommendation: 1. Adopt a Resolution approving and authorizing the City Manager to execute the Affordable Housing Agreement with ZAEN Partners, LLC, and authorizing the City Manager to negotiate, execute, and record any documents necessary to implement the terms of the Affordable Housing Agreement consistent with this Report including amendments to the Affordable Housing Agreement, to implement the terms, covenants, and restrictions associated with the provision of thirty (30) very low-income units at 2310 Calle Del Mundo (APN# 097-05-059); and,
2. Authorize the recordation thereof.

Mayor Gillmor pulled this item to request a continuance for further information.

A motion was made by Councilmember Davis, seconded by Vice Mayor Mahan, to continue item to a future Council date.

Aye: 7 - Vice Mayor Mahan, Councilmember Hardy, Councilmember O'Neill, Councilmember Davis, Councilmember Watanabe, Councilmember Chahal, and Mayor Gillmor

PUBLIC HEARING/GENERAL BUSINESS

3. [19-288](#) Public Hearing on Amendments to the City Code Related to Massage Establishments

Recommendation: Alternative 1:
Introduce the Ordinance on proposed Amendments to Chapters 5.40 and the Planning Commission's recommended Amendments to Chapters 18.34, 18.36, 18.42, 18.56, 18.70 and 18.104 of the Santa Clara City Code.

Police Captain Kazem, Planning Manager Brilliot and Assistant City Attorney Abbe presented the staff report and PowerPoint presentation.

Council comments and questions followed.

Police Captain Kazem, Planning Manager Brilliot and Assistant City Attorney Abbe responded to Council comments and questions.

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

Aye: 7 - Vice Mayor Mahan, Councilmember Hardy, Councilmember O'Neill, Councilmember Davis, Councilmember Watanabe, Councilmember Chahal, and Mayor Gillmor

A motion was made by Councilmember Davis, seconded by Councilmember O'Neill, to introduce Ordinance No. 2006 on proposed Amendments to Chapters 5.40 and the Planning Commission's recommended Amendments to Chapters 18.34, 18.36, 18.42, 18.56, 18.70 and 18.104 of the Santa Clara City Code and direct staff to check the viability to amend for gym use.

Aye: 7 - Vice Mayor Mahan, Councilmember Hardy, Councilmember O'Neill, Councilmember Davis, Councilmember Watanabe, Councilmember Chahal, and Mayor Gillmor

4. [19-905](#) Public Hearing: Fiscal Year 2018-2019 Consolidated Annual Performance and Evaluation Report (CAPER) for the Use of Federal Housing and Urban Development (HUD) Funds

Recommendation: Alternative 1:

1. Approve the FY 2018-2019 Consolidated Annual Performance and Evaluation Report(CAPER) for the use of HUD Funds (Attachment 1), and authorize the City Manager, or her designee, to execute the documents for submission to the U.S. Department of Housing and Urban Development (HUD) by September 30, 2019 unless otherwise directed by HUD.

Housing & Community Services Division Manager Veach gave a PowerPoint presentation.

Council comments and questions followed.

Housing & Community Services Division Manager Veach responded to **Council** comments and questions.

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

Aye: 7 - Vice Mayor Mahan, Councilmember Hardy, Councilmember O'Neill, Councilmember Davis, Councilmember Watanabe, Councilmember Chahal, and Mayor Gillmor

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

Aye: 7 - Vice Mayor Mahan, Councilmember Hardy, Councilmember O'Neill, Councilmember Davis, Councilmember Watanabe, Councilmember Chahal, and Mayor Gillmor

5. [19-073](#) Consideration of Silicon Valley Power Quarterly Strategic Plan Update

Recommendation: Note and file the SVP Quarterly Strategic Plan Update.

Chief Electric Utility Officer Pineda presented the staff report and PowerPoint presentation.

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

Aye: 7 - Vice Mayor Mahan, Councilmember Hardy, Councilmember O'Neill, Councilmember Davis, Councilmember Watanabe, Councilmember Chahal, and Mayor Gillmor

6. [19-004](#) Action on a Resolution Adopting the Santa Clara Bicycle Plan Update 2018

Recommendation: Alternative 1: Adopt a resolution adopting the Santa Clara Bicycle Plan Update 2018.

Director of Public Works Mobeck presented the staff report and PowerPoint presentation.

Public Speaker(s): Erik Lindslog
John Cordes
Betsy Megas
Chris Howden
Mikael "Mike" Bengtsson
Public Speaker (1)

A motion was made by Councilmember Hardy, seconded by Vice Mayor Mahan, to close the Public Hearing.

Aye: 7 - Vice Mayor Mahan, Councilmember Hardy, Councilmember O'Neill, Councilmember Davis, Councilmember Watanabe, Councilmember Chahal, and Mayor Gillmor

A motion was made by Councilmember Hardy, seconded by Councilmember O'Neill, to adopt Resolution No. 19-8761 adopting the Santa Clara Bicycle Plan Update 2018.

Aye: 7 - Vice Mayor Mahan, Councilmember Hardy, Councilmember O'Neill, Councilmember Davis, Councilmember Watanabe, Councilmember Chahal, and Mayor Gillmor

REPORTS OF MEMBERS AND SPECIAL COMMITTEES

Councilmember Watanabe reported on her attendance at a Santa Clara Valley Water District meeting concerning The Guadalupe River flood protection project.

Councilmember O'Neill reported that it is National Rail Safety Month.

Councilmember Hardy reminded everyone about the Parade of Champions happening Saturday, September 28, 2019.

CITY MANAGER/EXECUTIVE DIRECTOR REPORT

In City Manager Santana's absence **Assistant City Manager Pineda** noted there was nothing to report out.

[19-996](#)

Tentative Meeting Agenda Calendar (TMAC)

ADJOURNMENT

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

Aye: 7 - Vice Mayor Mahan, Councilmember Hardy, Councilmember O'Neill, Councilmember Davis, Councilmember Watanabe, Councilmember Chahal, and Mayor Gillmor

The next regular scheduled meeting is on Tuesday evening, October 8, 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."



City of Santa Clara

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Santa Clara, CA 95050
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Agenda Report

19-038

Agenda Date: 11/5/2019

REPORT TO COUNCIL

SUBJECT

Board, Commissions and Committee Minutes

RECOMMENDATION

Note and file the Minutes of:

Planning Commission - September 25, 2019

Charter Review Committee - September 21, 2019

Charter Review Committee - September 26, 2019



City of Santa Clara

Meeting Minutes

Planning Commission

09/25/2019

6:00 PM

City Hall Council Chambers

6:00 PM STUDY SESSION

Confirmation of a Quorum

Chair Becker confirmed a quorum.

[19-1070](#)

Study Session: Ralph M. Brown Act, Due Process, and Conflicts of Interest

The Study Session was called to order at 6:07 p.m. A presentation was made by **Assistant City Attorney Alexander Abbe**.

REGULAR MEETING

Call to Order

Chair Becker called the meeting to order at 7:18 p.m.

Pledge of Allegiance and Statement of Values

Roll Call

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

Absent 1 - Commissioner Steve Kelly

A motion was made by Commissioner Ikezi, seconded by Commissioner Jain to excuse Commissioner Kelly from the meeting.

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

Absent: 1 - Commissioner Kelly

DECLARATION OF COMMISSION PROCEDURES

Chair Becker read the Declaration of Commission Procedures.

CONTINUANCES/EXCEPTIONS

None.

CONSENT CALENDAR

Commissioner Jain pulled Item 1.B

1.A [19-883](#) Planning Commission Meeting Minutes of August 28, 2019

Recommendation: Approve the Planning Commission Minutes of the August 28, 2019 Meeting.

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

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

Excused: 1 - Commissioner Kelly

1.B [19-995](#) 2020 Planning Commission Meeting Dates

Recommendation: Approve the 2020 Planning Commission Meeting Calendar

Commissioner Jain requested additional information on the frequency of meetings in past years.

A motion was made by Commissioner Jain, seconded by Commissioner Ikezi to approve this item.

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

Excused: 1 - Commissioner Kelly

PUBLIC PRESENTATIONS

None.

PUBLIC HEARING

2. [19-1071](#) Transportation Demand Management Programs

Elizabeth Hughes, President of TDM Specialists, Inc. provided a presentation.

A motion was made by Commissioner Ikezi, seconded by Commissioner Biagini to close Public Hearing.

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

Excused: 1 - Commissioner Kelly

3. [19-1069](#) Continuation of September 4, 2019 Study Session on the Zoning Code Comprehensive Update: Safe Parking, Assisted Living, and Continuation of August 20, 2019 Study Session Topics

Principal Planner John Davidson provided information on this item.
Planning Manager Reena Brilliot and **Staff Liaison/Development Review Officer Gloria Sciara** answered questions and provided information.

A motion was made by Commissioner Cherukuru, seconded by Commissioner Jain to close Public Hearing.

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

Excused: 1 - Commissioner Kelly

A motion was made by Commissioner Ikezi, seconded by Commissioner Jain to excuse Chair Saleme from the meeting at 9:30 p.m.

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

Excused: 1 - Commissioner Kelly

4. [19-1028](#) Commissioner Request for Additional Information on Action Meeting Minutes
- A motion was made by Commissioner Ikezi, seconded by Commissioner Jain that the Commission Policies and Procedures be changed to require future meeting minutes articulate the specific changes made to conditions of approval with the item numbers.**
- An amendment was made by Commissioner Jain that minutes contain exact text that is going to the Applicant in any development approval or permit.**
- Aye:** 5 - Commissioner Ikezi, Commissioner Jain, Chair Becker, Commissioner Biagini, and Commissioner Cherukuru
- Excused:** 2 - Commissioner Kelly, and Vice Chair Saleme

REPORTS OF COMMISSION/BOARD LIAISON AND COMMITTEE:

1. Announcements/Other Items

Chair Becker noted that he will attend the Parade of Champions. Chair Becker also noted that he appreciates Santa Clara Weekly's reporting on the Planning Commission meeting actions.

Commissioner Cherukuru requested a future item that that staff address the topic of Climate Emergency Declaration by the County and how City of Santa Clara will address these issues.

Commissioner Cherukuru requested in the future that items such as the TDM Program be presented as a workshop.

Commissioner Jain noted that the City of San Jose Rules Committee approved a Reach Code to ban natural gas in new residential projects under three stories.

2. Board or Committee Assignments

3. Architectural Committee

Chair Becker provided updates.

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

Commissioner Jain attended a conference on Technology and Government in Sacramento.

Chair Becker attended the APA Conference in Santa Barbara and attended many informative sessions.

DIRECTOR OF COMMUNITY DEVELOPMENT REPORTS:

1. Planning Commission Budget Updates

2. Upcoming Agenda Items

Planning Manager Reena Brilliot announced that the October 9, 2019 Planning Commission is canceled.

3. City Council Actions

Development Review Officer/Staff Liaison Gloria Sciara provided updates.

ADJOURNMENT:

The meeting adjourned at 10:00 p.m. The next regular scheduled meeting is on October 23, 2019.

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

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

Excused: 2 - Commissioner Kelly, and Vice Chair Saleme



City of Santa Clara

Meeting Minutes

Charter Review Committee

09/21/2019

12:00 PM

Northside Branch Library, Community Room
695 Moreland Way
Santa Clara, CA 95054

1. Call to Order and Roll Call

Chair Jain called the meeting to order at 12:00 PM.

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

2. Public Presentations

Public Presentations: **Chair Jain** provided comments about the City Attorney's attendance at the Charter Review Committee meeting. Chair Jain extended the public input time per speaker from 2 minutes to 3 minutes.

City Clerk Haggag noted that the City Attorney is available by phone if needed.

Member Cooley asked if public input could be moved to the end of the agenda as no members of the public were present. **Chair Jain** agreed.

3. Approval of the August 15, 2019 Charter Review Committee meeting minutes

[19-1079](#)

Action on the Charter Review Committee Minutes of the August 15, 2019 Meeting

Recommendation: Approve the Charter Review Committee Minutes of the August 15, 2019 meeting.

Chair Jain noted that the minutes were missing the discussion about creating a FAQ. **Chair Jain** noted that he, **Member Almazol** and **Member Ricossa** made this request and **City Clerk Haggag** requested that Committee Members provide questions.

Assistant City Clerk Pimentel noted that the minutes are action minutes meaning only those items where the Committee took action are recorded, but that we would make a notation in the minutes.

A motion was made by Member Almazol and seconded by Vice-Chair Silva to approve the August 15, 2019 meeting minutes as amended.

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

4. Receive public input

Chair Jain opened the meeting for public input.

Public Speaker(s): None

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

[19-1131](#)

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

[19-1080](#)

Verbal Report from City Clerk on Survey Results and Other Feedback Received to Date

City Clerk Haggag provided an update on the feedback received as of the day of the meeting including a brief summary of the survey results.

6. Verbal report from Committee members on public input receive to date

Committee Members provided an overview of the outreach they had conducted and summaries of the feedback they had received as of the day of the meeting.

[19-1132](#)

Verbal report from Committee members on public input receive to date Post Meeting Material

7. Discussion about the number of districts

City Clerk Haggag provided an overview of district model configurations and a discussion followed.

Public Speaker(s): Public Speakers (4)

Chair Jain polled the Committee members on the preferred number of districts.

Chair Jain asked for a straw poll in favor of 6 districts.

Those in favor: Chair Jain and Member Koltermann

Those opposed: Member Almazol, Member Bonito, Member Cooley, Member Ricossa and Vice-Chair Silva

Chair Jain asked for a straw poll in favor of 3 districts.

Those in favor: Member Almazol, Member Bonito, Member Cooley, Member Ricossa and Vice-Chair Silva

Those opposed: Chair Jain and Member Koltermann

A motion was made by Member Cooley and seconded by Member Ricossa to place an agenda item to discuss different forms of three districts and transition on the next agenda.

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

8. Discussion of residency requirements for candidates in a district

City Clerk Haggag gave an overview of residency requirements and a discussion followed.

Public Speaker(s): None.

A motion was made by Member Cooley and seconded by Member Ricossa to place an agenda item to discuss residency requirements, including the effects of redistricting and relocating (inside and outside city) during the term on the next agenda.

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

A motion was made by Member Almazol and seconded by Member Cooley to place an agenda item to discuss possible language related to redistricting on the next agenda.

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

Nay: 1 - Member Ricossa

9. Adjournment

A motion was made by Member Bonito and seconded by Vice-Chair Silva to adjourn the meeting at 1:45 PM.

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



City of Santa Clara

Meeting Minutes

Charter Review Committee

09/26/2019

7:00 PM

Mission Branch Library
Community Room
1098 Lexington St.,
Santa Clara, CA 95050

1. Call to Order and Roll Call

Chair Jain called the meeting to order at 7 PM.

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

2. Public Presentations

Public Presentation(s): City Clerk Haggag made a few meeting housekeeping announcements.

Member Silva asked that speakers note if they are residents of Santa Clara.

Steve Chessin noted he is not a resident of Santa Clara and informed the Committee that the County has signed a contract for new election equipment that can handle ranked choice voting in both single and multi-winner form.

Public Speaker noted he is a resident and gave an example of why it's important to have local representation.

Public Speaker noted she is a resident and in support of more districts because it allows for greater democracy as more people can run for office.

3. Receive Public Input

Chair Jain opened the meeting for public input.

Public Speaker(s): None.

4. Verbal Report from City Clerk on Survey Results and Other Feedback Received to Date[19-1102](#)

Verbal Report from City Clerk on Survey Results and Other Feedback Received to Date

City Clerk Haggag reviewed the public input received as of the day of the meeting and the Committee members discussed.

5. Verbal Report from Committee Members on Public Input Received to Date

Committee Members reported and discussed the public input they had received as of the day of the meeting.

[19-1156](#)

Post Meeting Material for Item 5, 6, and 7

6. Discuss Different Forms of 3 Member Districts and Transition Plans

City Clerk Haggag noted the agenda item was incorrectly stated. The agenda item should have been different forms of 3 districts, not different forms of 3-member districts.

City Clerk Haggag delivered a PowerPoint presentation on the different forms of 3 districts and 6 districts.

Committee Members asked questions and discussed this item.

City Clerk Haggag delivered a PowerPoint presentation on transition plan options.

Member Cooley presented some information on election methods.

Committee Members asked questions and discussed the items.

Public Speaker(s): Public Speakers (6)

[19-1233](#)

Discuss Different Forms of 3 Member Districts and Transition Plans
Post Meeting Material

A motion was made by Member Ricossa and seconded by Member Almazol to adopt 3 districts.

Aye: 5 - Member Cooley, Vice Chair Silva, Member Almazol, Member Ricossa, and Member Bonito

Nay: 2 - Member Koltermann, and Chair Jain

A motion was made by Member Koltermann and seconded by Chair Jain to adopt 6 districts.

Aye: 2 - Member Koltermann, and Chair Jain

Nay: 5 - Member Cooley, Vice Chair Silva, Member Almazol, Member Ricossa, and Member Bonito

A motion was made by Member Ricossa and seconded by Member Bonito to adopt the 3/3 election configuration.

Aye: 5 - Vice Chair Silva, Member Almazol, Chair Jain, Member Ricossa, and Member Bonito

Nay: 2 - Member Cooley, and Member Koltermann

A motion was made by Member Cooley to adopt the 4/2 election configuration. Motion failed for lack of a second.

7. Discuss Residency Requirements, including Effects of Redistricting and Relocating (inside and outside city) During Term

City Clerk Haggag provided some general guidance on this item.

Committee Members discussed the item.

Public Speaker(s): Public speakers (3)

Chair Jain asked the City Clerk to conduct a survey of neighboring Charter cities on residency requirements.

A motion was made by Member Bonito and seconded by Member Cooley for the City Attorney to bring back two language options for Committee consideration related to residency requirements.

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

8. Discuss Possible Language Related to Redistricting

City Clerk Haggag presented some general questions to help guide the discussion.

Committee Members discussed the item and asked questions.

City Attorney Doyle provided information on the item and noted he would bring back some sample language for discussion purposes. He also asked if the Demographer could provide options on combining districts.

Committee Members chose to defer any remaining discussion to the next meeting pending additional information.

Public Speaker(s): Public Speakers (2)

9. Discussion and Action on Recommended Charter Amendment

City Clerk Haggag clarified that the earlier motions will suffice for direction under this item.

A discussion occurred regarding providing some initial map options for 3 districts.

City Attorney Doyle stated he would bring back language from Measure A on how initial districts will be drawn.

Dr. Gobalet stated she would provide information from her past work on Measure A for the Committee.

Public Speaker(s): Public speakers (3)

10. Adjournment

A motion was made by Member Ricossa and seconded by Member Bonito to adjourn the meeting at 9:45 PM.

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



Agenda Report

19-341

Agenda Date: 11/5/2019

REPORT TO COUNCIL

SUBJECT

Action on Adoption of a Resolution Amending Resolution No. 6047 Regarding the Youth Commission

BACKGROUND

The City of Santa Clara Youth Commission was established on June 6, 1995 by Ordinance No. 1673 (Attachment 1), is subject to City Code section 2.120.030, and members are appointed by the City Council. The Youth Commission serves in an advisory capacity to Council and makes recommendations on matters pertaining to the youth and teen population, especially as relates to municipal programs and City projects. The Commission operates under the supervision of a staff liaison designated by the City Manager.

On July 25, 1995, Council passed Resolution No. 6047 (Attachment 2) which further defined eligibility criteria for membership and granted powers and duties to the Commission as follows:

1. The Youth Commission shall be comprised of 15 residents of the City of Santa Clara, ages 12-19;
2. Youth Commission members serve a one-year term with a maximum term of service of four calendar years;
3. Appointees cannot hold a paid office or be employed by the City;
4. The Commission should include at least one representative from each high school and middle school in the City.

On May 21, 2019, Council adopted Resolution No. 19-8707 to amend Resolution No. 6047 to update the Youth Commission Selection process.

The date and time of Commission meetings is not defined in the existing City Resolution. However, it has been the City's practice to hold regular meetings of the Commission on the second Tuesday of each month, September through May, at 6:00 p.m. The purpose of this report is to request approval to amend Resolution 6047 to reflect this practice. In addition, it is recommended that Council also amend the Resolution to set a maximum of six, one-year terms that align to the academic/school year. This will enable middle school appointees to serve throughout their high school careers.

DISCUSSION

Currently, the regular meeting schedule for the Youth Commission is not defined in the Resolution. The proposed Amended Resolution (Attachment 3), if adopted, will set the regular meeting day and time as "the second Tuesday of the month, September through May, at 6:00 p.m." to align to past practice.

Currently, Youth Commission members are limited to four, one-year terms. For those students who

are appointed in middle school, this limits the student's ability to serve in their sophomore through senior years. Amending the term, as proposed, will allow up to six, one-year terms for those students who are appointed in middle school. This may encourage continuity of service, facilitate representation of teens of all ages and may benefit the operational efficiency of the Commission based on the increased experience and knowledge gained over the additional years of service. Moreover, the changes will update the Commission's operations to better reflect best practices and standards related to representation of both middle and high school students.

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 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 Youth Commission 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

Action on Adoption of a Resolution Amending Resolution No. 6047 Regarding the Youth Commission

Reviewed by: James Teixeira, Director of Parks and Recreation

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Ordinance No. 1673
2. Resolution 6047
3. Proposed Amended Resolution

ORDINANCE NO. 1673

AN ORDINANCE OF THE CITY OF SANTA CLARA AMENDING CHAPTER TWO [ENTITLED "ADMINISTRATION"] OF "THE CODE OF THE CITY OF SANTA CLARA, CALIFORNIA" BY AMENDING SEC. 2-90 OF DIVISION 1 OF ARTICLE VII [ENTITLED "BOARDS AND COMMISSIONS GENERALLY"] AND ADDING SEC. 2-101 TO DIVISION 2 OF ARTICLE VII, WHICH SECTIONS PERTAIN TO THE CREATION OF A "YOUTH COMMISSION."

NOW THEREFOR, BE IT ORDAINED BY THE CITY OF SANTA CLARA, as follows:

WHEREAS, Section 1000 of "The Charter of the City of Santa Clara California" ["Charter"] vests the City Council with the authority to create, by ordinance, such boards and commissions as in its judgment are required and to grant to these commissions such powers and duties as are consistent with the provisions of the Charter; and

WHEREAS, the City of Santa Clara's Youth Commission Ad Hoc Committee completed its study on the need to form a City of Santa Clara Youth Commission ["Youth Commission"], and it found and determined and further recommended to the City Council the desire and need for establishing a Youth Commission; and

WHEREAS, the City Council finds and determines that the purpose of this Youth Commission is to encourage civic and neighborhood pride and foster a sense of identity through the knowledge, understanding, and increased involvement of the City's youth in the City's present and future municipal affairs.

NOW THEREFOR, BE IT FURTHER ORDAINED BY THE CITY OF SANTA CLARA as follows:

SECTION 1: That Section 2-90 [entitled "Names, membership, qualifications, and terms of office"] of Division 1 [entitled "Establishment, Powers and Duties Generally"], of Article VII [entitled Boards and Commissions Generally], of Chapter Two [entitled "Administration"] of "The Code of the City of Santa Clara, California," is amended to add a Youth Commission. Section 2-90 is amended to read as follows:

"Sec. 2-90. Names, membership, qualifications, and terms of office.

There shall be and there is established within the City the following boards and commissions:

- (a) Planning Commission. (Sec. 2-93)
- (b) Parks and Recreation Commission. (Sec. 2-94)
- (c) Civil Service Commission. (Sec. 2-95)
- (d) Board of Library Trustees. (Sec. 2-96)
- (e) Cultural Advisory Commission. (Sec. 2-97)
- (f) Historical and Landmarks Commission. (Sec. 2-98)

- (g) Senior Citizens Advisory Commission. (Sec. 2-99)
- (h) International Exchange Commission. (Sec. 2-100)
- (i) Youth Commission. (Sec. 2-101)

All members of boards and commissions, except for members of the Youth Commission, shall be qualified electors of the City and shall serve at the pleasure of the City Council."

SECTION 2: That a Section 2-101, to be entitled "Youth Commission," is added to Division 2 [entitled "Duties and Responsibilities Enumerated"] of Article VII [entitled "Boards and Commissions Generally"], of Chapter Two [entitled "Administration"] of "The Code of the City of Santa Clara, California," to read as follows:

"Sec. 2-101. Youth Commission.

The Youth Commission shall consist of no more than fifteen youth members who shall be residents of the City and be primarily responsible for the following:

(a) To act in an advisory capacity to the City Council in all matters pertaining to the youth and teen population within Santa Clara, especially as related to municipal programs and projects of the City.

(b) To perform such other related functions as may be assigned to them by the City Council.

Additional powers and duties of the Youth Commission shall be as determined by the City Council, by resolution, and may be amended, from time to time, to properly reflect changes in qualifications, composition and responsibilities of the Youth Commission as the City Council deems necessary."

SECTION 3: Constitutionality, severability.

If any section, subsection, sentence, clause, phrase, or word of this ordinance is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

SECTION 4: Savings Clause.

The changes provided for in this ordinance shall not affect any offense or act committed or done or any penalty or forfeiture incurred or any right established or accruing before the effective

date of this ordinance; nor shall it affect any prosecution, suit or proceeding pending or any judgment rendered prior to the effective date of this ordinance.

SECTION 5: Effective Date.

This ordinance shall take effect 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 6th day of June, 1995, by the following vote:

AYES: Councilors : Arno, Ash, DeLozier, Gillmor, Mahan, Procunier and Mayor Nadler

NOES: Councilors : None

ABSENT: Councilors : None

ATTEST:

J. E. Boccignone
J. E. BOCCIGNONE
City Clerk
City of Santa Clara

[I:\DATA\WP\ORDINANC\YOUTH]

FINALLY PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SANTA CLARA
this 20th day of June, 1995, by the following vote:

AYES: COUNCILORS: Arno, Ash, DeLozier, Gillmor, Procunier and Mayor Nadler

NOES: COUNCILORS: None

ABSENT: COUNCILORS: Mahan

ATTEST:

J. E. Boccignone
J. E. BOCCIGNONE
City Clerk
City of Santa Clara

RESOLUTION NO. 19-8706

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA
TO AMEND RESOLUTION NO. 6047 RELATING TO THE YOUTH
COMMISSION SELECTION PROCESS**

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, the City of Santa Clara Youth Commission was established on June 6, 1995 by Ordinance No. 1673 to provide opportunities for youth involvement in, and access to, City government through a formal commission;

WHEREAS, on July 25, 1995 Council passed Resolution No. 6047 which further defined eligibility criteria for membership and granted powers and duties to the Commission, such that the Youth Commission is comprised of 15 residents of the City of Santa Clara, aged 12-19, who serve a one-year term with a maximum term of service of four calendar years, who don't hold a paid office or employment in the City, and include at least one representative from each high school and middle school in the City;

WHEREAS, the Youth Commission serves in an advisory capacity to Council and makes recommendations on matters pertaining to the youth and teen population, especially as related to municipal programs and City projects, and is under supervision of a staff liaison designated by the City Manager;

WHEREAS, the selection process currently stipulates having volunteer college students from Mission College and Santa Clara University interview candidates and make a recommendation to Council on whom should be appointed to the Youth Commission;

WHEREAS, the selection process has not included volunteer college students in the selection and recommendation process for over 20 years, and it is found to add unnecessary steps to the recruitment, interview and recommendation of qualified candidates for service on the Youth Commission; and,

WHEREAS, the City Council now desires to amend Resolution No. 6047 to accurately reflect the selection and recommendation process for membership to the Youth Commission.

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 desires to amend Resolution No. 6047 as follows:

A. Sections 3(c) and 3(d) of Resolution No. 6047 pertaining to use of college students to interview and make recommendations to City Council regarding candidates for the Youth Commission are hereby deleted.

B. Section 3(b) of Resolution No. 6047 is amended to read as follows:

"The Youth Commission Staff Liaison will coordinate the Youth Commission application, candidate interview, and recommendation process. The interviews will be conducted by a panel including the Youth Commission Staff Liaison, a Parks & Recreation Department supervisor and/or manager, and the outgoing Youth Commission Chairperson. The panel shall submit a list of recommendations and alternates to the Youth Commission membership to the City Council."

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 21ST DAY OF MAY, 2019, BY THE FOLLOWING VOTE:


AYES:	COUNCILORS:	Chahal, Davis, Hardy, Mahan, O'Neill, and Watanabe, and Mayor Gillmor
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NOES:	COUNCILORS:	None
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ABSENT:	COUNCILORS:	None
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ABSTAINED:	COUNCILORS:	None
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ATTEST:


NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:

1. Resolution 6047

RESOLUTION NO. 6047

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA CLARA DECLARING THE GENERAL POWERS, DUTIES AND RESPONSIBILITIES OF THE "YOUTH COMMISSION"

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SANTA CLARA, as follows:

WHEREAS, the City of Santa Clara's Youth Commission Ad Hoc Committee completed its study on the need to form a City of Santa Clara Youth Commission ["Youth Commission"] and recommended to the City Council the desire and need for establishing a Youth Commission; and

WHEREAS, the City Council of the City of Santa Clara ["City Council"] found and determined that the purpose of the Youth Commission is to foster and encourage civic and neighborhood pride and a sense of identity through the knowledge, understanding, and increased involvement of the City's youth in the City's present and future municipal affairs; and

WHEREAS, the City Council acting pursuant to the authority provided by Section 1000 of "The Charter of the City of Santa Clara" ["Charter"] established, by ordinance, a new commission entitled "Youth Commission" [City Code §§ 2-90 and 2-101]; and,

WHEREAS, the City Council, pursuant to the authority granted to it by the Charter and in its judgment confers to the Youth Commission such powers and duties as are consistent with the provisions of the Charter and City Code.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF SANTA CLARA as follows:

1. Powers, duties, and responsibilities.

The Youth Commission shall have the following general powers, duties and responsibilities in addition to those set forth in Article X of the City Charter and Article VII of Chapter 2 of the City Code, and it shall be primarily responsible for and have the following duties:

- (a) Act in an advisory capacity to the City Council in all matters pertaining to the youth and teen population within Santa Clara, especially as related to municipal programs and projects of the City.

(b) Foster increased involvement in the affairs of municipal government.

(c) Study problems, issues, activities, and concerns of youth, especially as related to municipal programs and projects of the City of Santa Clara.

(d) Hold forums on problems, issues, activities, and concerns of youth.

(e) Recommend the implementation of community programs which the Youth Commission deems desirable.

(f) Review municipal matters referred to the Youth Commission by the City Council, or by other City Commissions and, as appropriate, make recommendations on such matters.

(g) Perform such other related functions as may be assigned to them by the City Council.

2. Eligibility for the Youth Commission.

The following criteria will be considered in order to be eligible to apply as a member of the Youth Commission:

(a) Applicants must be residents of the City of Santa Clara.

(b) Young people ages 12 to 19 years will be sought for membership.

(c) The Youth Commission shall consist of up to fifteen members each serving a one year term. The maximum term of service is four calendar years.

(d) Members of the Youth Commission shall not hold any paid office or employment in the City of Santa Clara government.

(e) As a minimum, the Youth Commission membership should include at least one representative from each high school and middle school: Santa Clara High, Wilcox High, Buchser Middle School, Cabrillo Middle School.

(f) Officers will be elected by the Youth Commission every September. Officer positions will include: Chair, Vice Chair, and Secretary.

3. Oversight by City staff.

The City Manager and/or designee will oversee the selection process. The Staff liaison will be appointed by the City Manager.

(a) Applications shall be distributed and available to middle school and high school students in the City of Santa Clara.

(b) The Staff Liaison will coordinate the interview process.

(c) Student Volunteers from Santa Clara University and Mission College will be selected to review application forms and conduct interview with qualified applicants.

(d) The Santa Clara University and Mission College volunteer students will submit a list of recommendations and alternates to the Youth Commission membership to the City Council.

(e) City Council approval will be required for final selection and appointment of Youth Commission members.

* * * *

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 25th DAY OF July, 1995, BY THE FOLLOWING VOTES:

AYES: COUNCILORS: Arno, Ash, DeLozier, Gillmor, Mahan, Procunier and Mayor Nadler

NOES: COUNCILORS: None

ABSENT: COUNCILORS: None

ABSTAINED: COUNCILORS: None

ATTEST:

J. E. Boccignone
J. E. BOCCIGNONE
City Clerk
City of Santa Clara

[[DATA\WPARESOLUTION\YOUTH.A]

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA
TO AMEND RESOLUTION No. 6047 TO SET THE DAY, MONTHS
AND TIME OF THE REGULAR YOUTH COMMISSION MEETINGS
AND TO EXTEND THE TERMS OF THE COMMISSIONERS**

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, the City of Santa Clara Youth Commission was established on June 6, 1995 by Ordinance No. 1673 is subject to City Code section 2.120.030 and whose members are appointed by City Council and serves in an advisory capacity to Council and makes recommendations on matters pertaining to the youth and teen population, especially as related to municipal programs and City projects, and is under supervision of a staff liaison designated by the City Manager.

WHEREAS, on July 25, 1995 Council passed Resolution No. 6047 which further defined eligibility criteria for membership and granted powers and duties to the Commission, such that the Youth Commission is comprised of 15 residents of the City of Santa Clara, aged 12-19, who serve a one-year term with a maximum term of service of four calendar years, who don't hold paid office or employment in the City, and include at least one representative from each high school and middle school in the City.

WHEREAS, on May 21, 2019, Council adopted Resolution No. 19-8707 which amended Resolution No. 6047 to update the Youth Commission Selection process.

WHEREAS, Currently the Youth Commission Regular Meeting Schedule is not defined.

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That the City Council hereby finds that the above Recitals are true and correct and by this reference makes them a part hereof.
2. The City Council hereby amends City Council Resolution 6047 by deleting the following text from that Resolution:

“2.d) The Youth Commission shall consist of fifteen members each serving a one-year term. Maximum term of service is four calendar school years.”

and replacing it with:

“2.d) The Youth Commission shall consist of fifteen members each serving a one-year term. The maximum term of service is six, one-year (academic/school year) terms.”

3. The City Council hereby amends City Council Resolution 6047 by adding the following text:

“2.e) The Youth Commission Regular Meeting schedule day, months and time is established as the second Tuesday of each month, September through May, at 6:00 p.m.”

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



Agenda Report

19-875

Agenda Date: 11/5/2019

REPORT TO COUNCIL

SUBJECT

Action on Adoption of a Resolution Establishing the Necessary Findings of Fact for Modifications to the California Building Standards; Action on Introduction of an Ordinance Amending and Adding Chapters to Title 15 ("Buildings and Construction") of "The Code of the City of Santa Clara, California" for the Adoption of the 2019 California Building Standards Code; and Setting November 19, 2019 for a Public Hearing on Adoption of such Ordinance

BACKGROUND

Title 24 of the California Code of Regulations, also referred to as the California Building Standards Code, governs the design and construction of buildings, facilities and associated equipment throughout California. The California Building Standards Commission updates the Building Standards Code on a triennial basis to improve safety, sustainability, and resiliency, and to incorporate new technology, design, and construction methods. Throughout each code adoption cycle, amendments to the building codes are developed through a lengthy public participation process. State Code Advisory Committees, one of which is chaired by the City of Santa Clara's Building Official, provide recommendations to the California Building Standards Commission on proposed building standards. Following this process, the California Building Standards Commission adopted the 2019 California Building Standards Code and published it in July 2019. The 2019 California Building Standards Code will become effective statewide on January 1, 2020.

The California Building Standards Code is developed through a process that includes representation of local jurisdictions throughout the State and accordingly establishes a level of standards that is universally applicable and acceptable to all of those jurisdictions. Local jurisdictions then adopt the California Building Standards Code to act as the governing Building Standards Code within their jurisdiction. The City of Santa Clara adopted the current 2016 Building Standards Code in 2016 so that it has been in effect since 2017. The local adoption process provides an opportunity for each jurisdiction to make minor modifications to the Building Standards Code to align with local concerns, by making findings that local climatic, geographical, or topographical conditions justify making the modifications. Local modifications are commonly made to address local context and concerns that may not be applicable statewide.

Title 15 ("Buildings and Construction") of "The Code of the City of Santa Clara, California" provides for regulations pertaining to design and construction of buildings in the City. For Santa Clara to adopt the 2019 California Building Standards Code, Chapters in Title 15 will need to be amended or added accordingly in the proposed Ordinance. Local modifications are also incorporated into the proposed Ordinance, accompanied by a Resolution of Findings detailing the local climatic, geological, and topographical conditions justifying those modifications. Following adoption by the City, the Building Official will file a copy of the Ordinance and Resolution with the California Building Standards Commission.

DISCUSSION

As part of the triennial code adoption cycle, and pursuant to California Health and Safety Code Sections 17958 and 18941.5, staff recommends that the City Council adopt the 2019 California Building Standards Code. The parts of the 2019 California Building Standards Code that are included in the proposed adoption are the 2019 California Administrative Code, Building Code, Residential Code, Electrical Code, Mechanical Code, Plumbing Code, Existing Building Code, Energy Code, Historical Building Code and Green Building Standards Code.

For the City of Santa Clara, staff is recommending local amendments affecting two of the 2019 California Codes. These local amendments were included in the stakeholder outreach conducted by the City of Santa Clara Building Division. These local amendments are intended to address building safety concerns of relevance to Santa Clara and include the following elements:

- 1) 2019 California Building Code Chapter 9: Additional Automatic Fire Sprinkler Requirements for Group R3 Occupancies.
- 2) 2019 California Building Code, Chapter 10: Additional requirements for safe stairway configuration and the routing of emergency exit paths to facilitate emergency egress out of multi-story buildings.
- 3) 2019 California Residential Code Chapter 3: Additional Automatic Fire Sprinkler System Requirements for Group R3 Occupancies.

These proposed amendments are intended to promote building safety for future residents in the context of Santa Clara's urban environment, particularly as the City is increasingly granting land use entitlements for higher density Type III and in some cases Type I construction, including the use of towers located above podiums. Ongoing evaluation at the State level is considering the requirement of similar measures to facilitate egress from such high-rise construction, particularly of concern in a serious seismic event that would be expected to result in fires as well as earthquake related structural damage.

Adoption of the 2019 California Building Standards Code, incorporating the proposed local amendments, would further the following General Plan policies related to the adoption of building codes and use of the Building Permit process to minimize safety risks for new development:

5.9.3 G1 A safe and secure environment for people and property in the community.

5.9.3-P1 Encourage design techniques that promote public and property safety in new development and public spaces.

5.10.5 P6 Require that new development is designed to meet current safety standards and implement appropriate building codes to reduce risks associated with geologic conditions.

In addition to the proposed adoption of and modifications to the 2019 California Codes, staff is recommending adding a new Chapter 15.39 to the City Code to establish an expedited permitting process for electric vehicle charging stations, in order to bring the City into compliance with State mandates. The proposed ordinance would also adopt a new code, the 2018 International Property Maintenance Code, which would replace the 1997 Uniform Housing Code and support the City's

code enforcement efforts related to building maintenance and blight reduction.

Through a separate effort, the City is also exploring the potential adoption of "Reach Code" standards as part of the City Code. The Reach Code elements are local standards greater than the State's requirements that are intended to encourage the incorporation of features in new building construction that reduce potential greenhouse gas emissions through building electrification and energy efficiency, solar-readiness on non-residential buildings, electric vehicle readiness and EV equipment installation. Staff anticipates proposing adoption of Reach Code elements to the City Council in early 2020.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

There is no cost to the City other than administrative staff time and expense.

COORDINATION

This report has been coordinated with Silicon Valley Power, the Fire Department and the City Attorney's Office.

PUBLIC CONTACT

The Building Division hosted two public outreach community meetings in the Council Chambers; one on August 8, 2019 and the second on August 22, 2019. Attendees at the outreach meetings asked questions about the proposed local amendments but did not express any specific objections. In addition, a public notice of the public hearing to be held on November 19, 2019 is scheduled to be advertised in the Santa Clara Weekly publication on November 6 and November 13, 2019.

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

RECOMMENDATION

1. Introduce an Ordinance adding a new Chapter 15.18 ("International Property Maintenance Code") and a new Chapter 15.39 ("Expedited Permitting Process for Electric Vehicle Charging Stations"), and amending Chapter 15.05 ("Administrative Code"), Chapter 15.15 ("Building Code"), Chapter 15.17 ("Residential Code"), Chapter 15.20 ("Electric Code"), Chapter 15.30 ("Mechanical Code"), Chapter 15.35 ("Plumbing Code"), Chapter 15.36 ("Energy Code"), Chapter 15.37 ("Historical Building Code"), Chapter 15.38 ("Green Building Standards Code"), and Chapter 15.75 ("Existing Building Code") of Title 15 ("Buildings and Construction") of "The Code of the City of Santa Clara, California" for the adoption of the 2019 California Building

Standards Code;

2. Adopt a Resolution Making Findings of Fact Necessary for the Specified Modifications to the 2019 California Building Code and 2019 California Residential Code Reflected in the Proposed Ordinance; and
3. Set a public hearing on November 19th, 2019 pursuant to California Government Code Section 50022.3 for adoption of the Ordinance.

Reviewed by: Andrew Crabtree, Director of Community Development

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Building Division Code Adoption Resolution 2019
2. Building Division Code Adoption Ordinance 2019

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA,
MAKING FINDINGS REQUIRED BY SECTIONS 17958.5 AND
18941.5 OF THE CALIFORNIA HEALTH AND SAFETY CODE
JUSTIFYING CERTAIN LOCAL MODIFICATIONS TO THE 2019
CALIFORNIA BUILDING CODE AND 2019 CALIFORNIA
RESIDENTIAL CODE TO INCREASE BUILDING SAFETY**

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, the State of California recently adopted and amended the Model Codes of the International Code Council and related uniform code publishers, and they will become applicable to all California cities as the California Building Standards Code on January 1, 2020;

WHEREAS, pursuant to California Health and Safety Code sections 18941.5(b) and 17958.5, the City may adopt local amendments to the Model Codes;

WHEREAS, the City of Santa Clara ("City") has worked with other Bay Area jurisdictions and the International Code Council chapters to adopt local amendments which are necessary based upon our climatic, topographical or geological changes; and

WHEREAS, the City must set forth the justifications for those local amendments.

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That it finds and determines there is a need to adopt the changes or modifications because of local climatic, geological, and topographical conditions.

A. Climatic.

a. Precipitation. Average annual rainfall for the City is approximately 18.9 inches per year. The region continues to experience extended periods of drought. The most recent drought required implementation of the City's Water Shortage Contingency Plan in 2014. Following the 2016-2017 winter season, which brought record levels of rain and snow, the region experienced widespread flooding. This cyclical pattern of extreme weather is expected to continue, increasing the fire

and flood risk as the impacts of global warming intensify. Each of these cycles has the potential of adversely impacting the fire department's capabilities, from staffing to response times.

b. Relative Humidity. The average relative humidity ranges from 50% during daytime to 70% at night. It drops to approximately 40% during the summer months and occasionally exceeds 80% in the winter months.

c. Temperatures. Temperatures have been recorded as high as 109° F. and as low as 19°F. Average summer highs are in the 78°–82° F. range and winter lows average 28°–35° F.

d. Winds. Prevailing winds are from the Northwest. However, winds are experienced from virtually every direction throughout the year. Velocities are generally in the 5-mph to 15-mph range, with a mean speed of 5.8 mph, and gusts ranging from 7.4 mph to 30 mph, particularly during the summer months. Extreme winds, up to 60 mph, have been recorded.

e. Climatic Summary. These local climatic conditions affect the acceleration, intensity, and size of fires in the community. Times of little or no rainfall, low humidity, and high temperatures create extremely hazardous fire conditions, particularly as they relate to vegetation and combustible construction. These impacts are only expected to grow as the region's population increases and the effects of global warming intensify. The winds experienced in the Santa Clara area can have a tremendous impact upon structure fires where buildings are in close proximity to one another, which is commonly found in the City. During structure fires, winds can carry embers and burning brands to other structures, spreading the fire and posing the risk of conflagration. In building fires, winds can force fires back into the building and can create a "blowtorch effect," increasing the fire's intensity and speed of spread throughout the building.

B. Geological and Topographical

a. Geographic Location. The City of Santa Clara is located in Santa Clara Valley and is approximately 45 miles south of San Francisco and 382 miles north of Los Angeles.

b. Seismic Location. The City of Santa Clara is situated on alluvial soils between San Francisco Bay and the San Andreas Fault zone. The City's location makes its taller and older structures particularly vulnerable to damage caused by significant seismic events. The relatively young geological processes that created the San Francisco Bay Area are still active today. Seismically, the City sits between two active earthquake faults (San Andreas and the Hayward/Calaveras) and other potentially active faults. According to the Association of Bay Area Governments, the City of Santa Clara is located in a very high-risk seismic zone. This zone includes the City's industrial area, which contains the largest concentration of hazardous materials, and has seen a significant increase in high-density residential development.

c. Seismic Events, Fire and Hazardous Material Releases. Fire following an earthquake may potentially cause greater loss of life and damage than the earthquake itself. A large number of residential dwellings in the City have combustible roofs, which add significantly to the risk of structural fires after an earthquake. Should a significant seismic event occur, hazardous materials, particularly toxic gases, could pose the greatest threat to the largest number of people. In the event of a widespread catastrophic event, public safety service resources would be seriously impacted, and possibly unavailable to effectively respond to all emergencies.

d. Other variables increase the risk from fire and hazardous material releases after a major earthquake including:

1. The extent of damage to the water system;
2. The extent of isolation due to bridge and/or freeway overpass collapse;
3. The extent of roadway damage and/or amount of debris blocking the roadways;
4. Climatic conditions (hot, dry weather with high winds);
5. The time of day will influence the amount of traffic on roadways and could intensify the risk to life during normal business hours;
6. The availability of timely mutual aid or military assistance;
7. The concentration of combustible structures (wood frame) in the residential, mercantile and light industrial zones.

e. Soil Conditions. The City lies at the southern end of San Francisco Bay and is built atop the alluvial deposits that surround the margins of the Bay. The alluvium was created by the flooding of the many streams emptying into the San Francisco Bay depression, and from intermittent seawater inundation that has occurred over the last 2 or 3 million years. The areas closest to the Bay are overlain by unconsolidated fine silty clay, known as Bay Mud, which varies in thickness from a few feet to as much as 30 feet. Generally, the older, more stable alluvium is located to the south and the younger, less stable material is located to the north. Bedrock lies beneath the area at depths of 300 feet or more.

f. Topography. The topography is essentially flat, dropping from an elevation of 94 feet to sea level. The slope across the City is in a northeasterly direction from the high point in the southwest corner to the Bay. The average slope is approximately 0.9%.

g. Geographical and Topographical Summary. The stated local geological and topographical conditions increase the magnitude, exposure, accessibility

problems and fire hazards presented to the Fire Department. Beneath the City of Santa Clara are thick layers of sand, gravel and clay, known as alluvium, which amplify the effects of earthquakes. Based on the damage caused in Santa Clara Valley by the 1906 and 1989 earthquakes and the poor performance of alluvial deposits during earthquakes, the City of Santa Clara areas could be subject to severe damage as a result of a major earthquake.

C. Related City Information:

- a. Size and Population. The City of Santa Clara is the third largest city in Santa Clara County. The City occupies a total of 19.3 square miles and has a population of 129,499 according to 2018 US census data. With the opening of the Levi's Stadium in 2014 we have seen the transitory population increase to more than 200,000 during events.
- b. Future Development. The City is in the process of developing several sites North of the Bayshore Freeway. Over the next 10-20 years the number of residential units could grow by as many as 15,000 units. The City is also in the planning phase of two major Specific Plans that could see a significant increase in density, as well as much taller buildings over the next 20 years.
- c. Public Safety. The Fire Department is comprised of 167 employees in ten stations located throughout the City. The City Fire Department Insurance Service Organization Classification (ISO Rating) is Class 2, with adjacent areas rated between Class 2 and Class 9.
- d. Fire Prevention. The City's fire prevention and hazardous materials philosophy requires that fire detection and suppression occur as quickly as possible to minimize loss of life, property, and the environment. For these reasons, the most advanced fire detection, suppression, and hazardous materials alarms and mitigation measures (such as scrubbers) are required for most new

development within the City. The City has also participated in the County Fire Marshals Association code development process for more than four decades, developing local amendments specific to our needs while maintaining consistency within the county.

e. Traffic. The number of vehicle miles driven in the City has steadily increased over the past decade. Considerable effort is being made to improve conditions impacting traffic in order to ease the crush of commuters through the City. Due to the City's high concentration of jobs, much of the peak traffic (about 75%) consists of nonresidents travelling to or through Santa Clara. The impact of current and future planned developments on traffic conditions will continue to affect the delivery of emergency services.

f. Industry. The City of Santa Clara is the site of more than 1,000 regulated manufacturing, and research and development companies. In addition, to the Fire Code regulations, the Fire Department is a designated Certified Unified Program Agency (CUPA) by Cal-EPA. The largest of these regulated facilities produce a wide range of products, including but not limited to electronic equipment, communication equipment and fiberglass. Many of these manufacturing and research industries use toxic, flammable and explosive chemicals, and other materials in potentially hazardous combinations. Special precautions are required to minimize the risk to adjoining properties which have recently seen the development of high-density housing around many of these facilities.

g. Zoning. The City of Santa Clara is updating its Zoning Code. The City's update will make the code consistent with state and federal law and the direction provided in the 2010–2035 General Plan. All property and land uses in the City are governed by the City's General Plan. The Santa Clara General Plan is a road map to the future that encompasses the hopes, aspirations, values and dreams

of the community. The time frame of the Plan is 2010-2035. The Plan contains the City's official policies on land use and community design, transportation, housing, environmental resources and health and safety.

h. Proximity of Industrial and Residential Uses. High-density residential uses are located near high-risk industries, necessitating specialized fire protection, and hazardous materials regulations being implemented to ensure an adequate level of safety for life, property and the environment.

i. Transportation. The City of Santa Clara is divided by an interstate highway, which could potentially negatively affect fire suppression response times during any nature disaster or significant event.

j. Buildings, Landscaping and Clearances. Many of the designs of the newer large buildings and building complexes greatly limit visibility, approach and accessibility by Public Safety resources. Many houses and other buildings with wood roofs and/or siding are so close together that fire can readily spread by both radiation and convection.

k. Water Supply. The City of Santa Clara supplies its own water for commercial and residential needs. Water services are provided to residents and businesses in the City of Santa Clara by the Water Utility. The Water System consists of approximately 335 miles of water mains, 26 wells and 7 storage tanks with approximately 28.8 million gallons of water capacity. Sources available to the City include an extensive local underground aquifer and imported water supplies delivered by two wholesale water agencies: the Santa Clara Valley Water District (SCVWD) and the San Francisco Hetch-Hetchy system.

l. Electric Power. The City of Santa Clara operates its own electric utility company, Silicon Valley Power (SVP). SVP currently provides over 40 percent of Santa Clara's electricity from carbon free renewable resources. In addition to

using green energy from large-scale wind, solar, geothermal and hydroelectric projects outside of the area, SVP employs innovative ways to locally produce electricity by capturing and burning methane gas from a closed city landfill and using power from solar generating systems on city-owned garages and vacant, unusable land. SVP participates in new technologies such as fiber optic networks, citywide Wi-Fi, advanced metering, digital substation controls, fuel cells, and server virtualization, working to enhance the electric utility.

- D. **Specific Findings.** In addition to changes justified on administrative grounds or by all of the general findings, several substantive sections are justified specifically, as set forth below.

2. **2019 California Building Code, Chapter 9, Fire Protection and Life Safety Systems, Section 903, Automatic Sprinkler Systems, Subsection 903.2.8.1, Group R-3.** (Single family residences and duplexes; fire sprinklers.).

- A. Text Change: Subsection 903.2.8.1, Group R-3, is hereby amended by adding the following text immediately following Section 903.2.8.1:

“Section 903.2.8.1.1 Additions to Group R3, Automatic Fire Sprinkler Systems. An automatic fire sprinkler system installed in accordance with Section 903.3.1.3, shall be provided throughout existing R3 occupancies, when additions are made that increase the R3 occupancy area to more than 3,600 square feet. An automatic sprinkler system shall be provided throughout all new basements regardless of size and throughout existing basements that are expanded by more than 50%.”

- B. General Finding: The weather, including high temperatures and winds, can significantly increase the chance that a structure fire can spread to neighboring properties. Automatic fire sprinkler systems have a proven track record for containing fires and allowing for the control of fires by fewer firefighters than structures not protected by fire sprinklers.

- C. Climatic Findings: The local climatic conditions in the City of Santa Clara can

affect the acceleration, intensity, and size of fire in the community. Times of little or no rainfall, low humidity, and high temperatures create extremely hazardous fire conditions, particularly as they relate to wood shake and shingle roof fires. The winds experienced in the City of Santa Clara area can have a tremendous impact upon structure fires where buildings are in close proximity to one another, which is commonly found in the City of Santa Clara. During wood shake and shingle roof fires, or exposure fires, winds can carry sparks and burning brands to other structures, thus spreading the fire and causing conflagrations. In building fires, winds can literally force fires back into the building and can create a blowtorch effect, in addition to preventing "natural" ventilation and cross-ventilation efforts.

D. Geologic and Topographic Findings:

1. Seismic Location. The City is situated on alluvial soils between San Francisco Bay and the San Andreas Fault zone. The City's location makes its taller and older structures particularly vulnerable to damage caused by significant seismic events. The relatively young geological processes that have created the San Francisco Bay Area are still active today.

Seismically, the City sits between two active earthquake faults (San Andreas and the Hayward/Calaveras) and other potentially active faults. According to the Association of Bay Area Governments, the City of Santa Clara is located in a very high-risk seismic zone.

2. Seismic Events. Fire following an earthquake has the potential of causing greater loss of life and damage than the earthquake itself. A large number of residential dwellings in the City of Santa Clara have combustible roofs which add significantly to the risk of structural fires after an earthquake. In the event of widespread catastrophic event, public safety service resources would be seriously impacted and maybe unavailable to effectively respond to all emergencies.

3. Other variables that increase the risk from fire after a major earthquake:

- a. The extent of damage to the water system;
- b. The extent of isolation due to bridge and/or freeway overpass

collapse;

c. The extent of roadway damage and/or amount of debris blocking the roadways;

d. Climatic conditions (hot, dry weather with high winds);

e. Time of day will influence the amount of traffic on roadways and could intensify the risk to life during normal business hours;

f. The availability of timely mutual aid or military assistance;

g. The concentration of combustible structures (wood frame) in the residential, mercantile and light industry zones.

3. 2019 California Building Code, Chapter 10, Means of Egress, Section 1011, Stairways, Subsection 1011.1, General.

A. Text Change: Subsection 1011.1 General, is hereby amended by adding the following text immediately following Subsection 1011.1:

“Section 1011.1.1 Stairway Configuration. Stairways shafts which are part of a required means of egress and which are required to be fire rated enclosed on any side, shall be entirely vertical without horizontal offsets.”

B. General Findings: The risk of fire for a building is usually greatest during its construction phase. The intensity of a fire involving a building under construction is directly influenced by challenging weather conditions, including but not limited to high temperatures, and winds. Since a building under construction does not generally have active fire protection systems, it is essential to have identified and unobstructed means of egress for the occupants to evacuate the building in an emergency.

C. Climatic Findings: The local climatic conditions in the City of Santa Clara can affect the acceleration, intensity, and size of fire in the community. Times of little or no rainfall, low humidity, and high temperatures create extremely hazardous fire conditions, particularly as they relate to wood shake and shingle roof fires. The winds experienced in the City of Santa

Clara area can have a tremendous impact upon structure fires where buildings are in close proximity to one another, which is commonly found in the City of Santa Clara. During wood shake and shingle roof fires, or exposure fires, winds can carry sparks and burning brands to other structures, thus spreading the fire and causing conflagrations. In building fires, winds can literally force fires back into the building and can create a blowtorch effect, in addition to preventing "natural" ventilation and cross-ventilation efforts.

D. Geologic and Topographic Findings:

1. Seismic Location. The City is situated on alluvial soils between San Francisco Bay and the San Andreas Fault zone. The City's location makes its taller and older structures particularly vulnerable to damage caused by significant seismic events. The relatively young geological processes that have created the San Francisco Bay Area are still active today.

Seismically, the City sits between two active earthquake faults (San Andreas and the Hayward/Calaveras) and other potentially active faults. According to the Association of Bay Area Governments, the City of Santa Clara is located in a very high-risk seismic zone.

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3. Other variables that increase the risk from fire after a major earthquake:

- a. The extent of damage to the water system;
- b. The extent of isolation due to bridge and/or freeway overpass collapse;
- c. The extent of roadway damage and/or amount of debris blocking the roadways;

- d. Climatic conditions (hot, dry weather with high winds);
- e. Time of day will influence the amount of traffic on roadways and could intensify the risk to life during normal business hours;
- f. The availability of timely mutual aid or military assistance;
- g. The concentration of combustible structures (wood frame) in the residential, mercantile and light industry zones.

4. 2019 California Building Code, Chapter 10, Means of Egress, Section 1016, Exit Access, Subsection 1016.1, General.

A. Text Change: Subsection 1016.1, General, is hereby amended by adding the following text immediately following Subsection 1016.1:

“Section 1016.1.1 Exit Access Configuration. Exit Access in multi-story buildings which are part of the required means of egress from a stairway, and which are required to be fire rated, shall be routed to the exterior of the building or structure in the shortest configuration possible.”

B. General Findings: The risk of fire for a building is usually greatest during its construction phase. The intensity of a fire involving a building under construction is directly influenced by challenging weather conditions, including but not limited to high temperatures, and winds. Since a building under construction does not generally have active fire protection systems, it is essential to have identified and unobstructed means of egress for the occupants to evacuate the building in an emergency.

C. Climatic Findings: The local climatic conditions in the City of Santa Clara can affect the acceleration, intensity, and size of fire in the community. Times of little or no rainfall, low humidity, and high temperatures create extremely hazardous fire conditions, particularly as they relate to wood shake and shingle roof fires. The winds experienced in the City of Santa Clara area can have a tremendous impact upon structure fires where buildings are in close proximity to one another, which is commonly found in the City of Santa Clara. During wood

shake and shingle roof fires, or exposure fires, winds can carry sparks and burning brands to other structures, thus spreading the fire and causing conflagrations. In building fires, winds can literally force fires back into the building and can create a blowtorch effect, in addition to preventing "natural" ventilation and cross-ventilation efforts.

D. Geologic and Topographic Findings:

1. Seismic Location. The City is situated on alluvial soils between San Francisco Bay and the San Andreas Fault zone. The City's location makes its taller and older structures particularly vulnerable to damage caused by significant seismic events. The relatively young geological processes that have created the San Francisco Bay Area are still active today. Seismically, the City sits between two active earthquake faults (San Andreas and the Hayward/Calaveras) and other potentially active faults. According to the Association of Bay Area Governments, the City of Santa Clara is located in a very high-risk seismic zone.

2. Seismic Events. Fire following an earthquake has the potential of causing greater loss of life and damage than the earthquake itself. A large number of residential dwellings in the City of Santa Clara have combustible roofs which add significantly to the risk of structural fires after an earthquake. In the event of widespread catastrophic event, public safety service resources would be seriously impacted and maybe unavailable to effectively respond to all emergencies.

3. Other variables that increase the risk from fire after a major earthquake:

- a. The extent of damage to the water system;
- b. The extent of isolation due to bridge and/or freeway overpass collapse;
- c. The extent of roadway damage and/or amount of debris blocking the roadways;
- d. Climatic conditions (hot, dry weather with high winds);
- e. Time of day will influence the amount of traffic on roadways and

could intensify the risk to life during normal business hours;

f. The availability of timely mutual aid or military assistance;

g. The concentration of combustible structures (wood frame) in the residential, mercantile and light industry zones.

5. 2019 California Building Code, Chapter 10, Means of Egress, Section 1022, Exits, Subsection 1022.1. (Interior Exit stairways and Ramps Configuration.)

A. Text Change: Subsection 1022.1, General is hereby amended by adding the following text immediately following Subsection 1022.1:

“Section 1022.1.1 Interior Exit Stairways and Ramps Configuration. Interior Exit Stairways and Ramps in multi-story buildings which are part of the required means of egress, and which are required to be fire rated, shall be routed to the exterior of the building or structure in the shortest configuration possible.”

B. General Findings: The risk of fire for a building is usually greatest during its construction phase. The intensity of a fire involving a building under construction is directly influenced by challenging weather conditions, including but not limited to high temperatures, and winds. Since a building under construction does not generally have active fire protection systems, it is essential to have identified and unobstructed means of egress for the occupants to evacuate the building in an emergency.

C. Climatic Findings: The local climatic conditions in the City of Santa Clara can affect the acceleration, intensity, and size of fire in the community. Times of little or no rainfall, low humidity, and high temperatures create extremely hazardous fire conditions, particularly as they relate to wood shake and shingle roof fires. The winds experienced in the City of Santa Clara area can have a tremendous impact upon structure fires where buildings are in close proximity to one another, which is commonly found in the City of Santa Clara. During wood shake and shingle roof fires, or exposure fires, winds can carry sparks and burning brands to other structures, thus spreading the fire and causing conflagrations. In building fires, winds can

literally force fires back into the building and can create a blowtorch effect, in addition to preventing "natural" ventilation and cross-ventilation efforts.

D. Geologic and Topographic Findings:

1. Seismic Location. The City is situated on alluvial soils between San Francisco Bay and the San Andreas Fault zone. The City's location makes its taller and older structures particularly vulnerable to damage caused by significant seismic events. The relatively young geological processes that have created the San Francisco Bay Area are still active today. Seismically, the City sits between two active earthquake faults (San Andreas and the Hayward/Calaveras) and other potentially active faults. According to the Association of Bay Area Governments, the City of Santa Clara is located in a very high-risk seismic zone.

2. Seismic Events. Fire following an earthquake has the potential of causing greater loss of life and damage than the earthquake itself. A large number of residential dwellings in the City of Santa Clara have combustible roofs which add significantly to the risk of structural fires after an earthquake. In the event of widespread catastrophic event, public safety service resources would be seriously impacted and maybe unavailable to effectively respond to all emergencies.

3. Other variables that increase the risk from fire after a major earthquake:

- a. The extent of damage to the water system;
- b. The extent of isolation due to bridge and/or freeway overpass collapse;
- c. The extent of roadway damage and/or amount of debris blocking the roadways;
- d. Climatic conditions (hot, dry weather with high winds);
- e. Time of day will influence the amount of traffic on roadways and could intensify the risk to life during normal business hours;
- f. The availability of timely mutual aid or military assistance;

g. The concentration of combustible structures (wood frame) in the residential, mercantile and light industry zones.

6. 2019 California Residential Code, Chapter 3, Building Planning, Section R313, Automatic Fire Sprinkler Systems, Subsection R313.1, Townhouse Automatic Fire Sprinkler Systems.

A. Text Change: Subsection R313.1, Townhouse Automatic Fire Sprinkler Systems, is hereby deleted and replaced with the following:

“Section R313.1. Townhouse automatic fire sprinkler systems. An automatic residential fire sprinkler system shall be installed in townhouses.

(a) An automatic sprinkler system shall be provided throughout existing townhouses, when additions are made that increase the townhouse area to more than 3,600 square feet.

(b) An automatic residential fire sprinkler system shall not be required where additions or alterations are made to existing townhouses that do not have an automatic residential fire sprinkler system installed where the additions or alterations will result in a townhouse area of 3,600 square feet or less.

(c) An automatic sprinkler system shall be provided throughout all new basements regardless of size and throughout existing basements that are expanded by more than 50%.”

B. General Finding: The weather, including high temperatures and winds, can significantly increase the chance that a structure fire can spread to neighboring properties. Automatic fire sprinkler systems have a proven track record for containing fires and allowing for the control of fires by fewer firefighters than structures not protected by fire sprinklers.

C. Climatic Findings: The local climatic conditions in the City of Santa Clara can affect the acceleration, intensity, and size of fire in the community. Times of little or no rainfall, low humidity, and high temperatures create extremely hazardous fire conditions, particularly as

they relate to wood shake and shingle roof fires. The winds experienced in the City of Santa Clara area can have a tremendous impact upon structure fires where buildings are in close proximity to one another, which is commonly found in the City of Santa Clara. During wood shake and shingle roof fires, or exposure fires, winds can carry sparks and burning brands to other structures, thus spreading the fire and causing conflagrations. In building fires, winds can literally force fires back into the building and can create a blowtorch effect, in addition to preventing "natural" ventilation and cross-ventilation efforts.

D. Geologic and Topographic Findings:

1. Seismic Location. The City is situated on alluvial soils between San Francisco Bay and the San Andreas Fault zone. The City's location makes its taller and older structures particularly vulnerable to damage caused by significant seismic events. The relatively young geological processes that have created the San Francisco Bay Area are still active today.

Seismically, the City sits between two active earthquake faults (San Andreas and the Hayward/Calaveras) and other potentially active faults. According to the Association of Bay Area Governments, the City of Santa Clara is located in a very high-risk seismic zone.

2. Seismic Events. Fire following an earthquake has the potential of causing greater loss of life and damage than the earthquake itself. A large number of residential dwellings in the City of Santa Clara have combustible roofs which add significantly to the risk of structural fires after an earthquake. In the event of widespread catastrophic event, public safety service resources would be seriously impacted and maybe unavailable to effectively respond to all emergencies.

3. Other variables that increase the risk from fire after a major earthquake:

- a. The extent of damage to the water system;
- b. The extent of isolation due to bridge and/or freeway overpass

collapse;

- c. The extent of roadway damage and/or amount of debris blocking

the roadways;

- d. Climatic conditions (hot, dry weather with high winds);
- e. Time of day will influence the amount of traffic on roadways and could intensify the risk to life during normal business hours;
- f. The availability of timely mutual aid or military assistance;
- g. The concentration of combustible structures (wood frame) in the residential, mercantile and light industry zones.

7. 2019 California Residential Code, Chapter 3, Building Planning, Section R313, Automatic Fire Sprinkler Systems, Subsection R313.2, One- and Two-Family Dwellings Automatic Fire Sprinkler Systems.

A. Text Change: Section R313.2, One- and Two-Family Dwellings Automatic Fire Sprinkler Systems, is hereby deleted and replaced with:

“Section R313.2. One- and two-family dwellings automatic fire sprinkler systems. An automatic residential fire sprinkler system shall be installed in one- and two-family dwellings.

1. An automatic sprinkler system shall be provided throughout existing One and Two Family Dwellings, when additions are made that increase the One and Two Family Dwelling area to more than 3,600 square feet. An automatic residential fire sprinkler system shall not be required for additions or alterations to existing buildings that are not already provided with an automatic residential sprinkler system where the additions or alterations will result in an area of 3,600 square feet or less. An automatic sprinkler system shall be provided throughout all new basements regardless of size and throughout existing basements that are expanded by more than 50%.
2. Accessory Dwelling Unit, provided that all of the following are met:
 - 2.1. The unit meets the definition of an Accessory Dwelling Unit as defined in the Government Code Section 65852.2.

2.2. The existing primary residence does not have automatic fire sprinklers.

2.3. The accessory detached dwelling unit does not exceed 1,200 square feet in size.

2.4 The unit is on the same lot as the primary residence.”

B. General Finding: The weather, including high temperatures and winds, can significantly increase the chance that a structure fire can spread to neighboring properties. Automatic fire sprinkler systems have a proven track record for containing fires and allowing for the control of fires by fewer firefighters than structures not protected by fire sprinklers.

C. Climatic Findings: The local climatic conditions in the City of Santa Clara can affect the acceleration, intensity, and size of fire in the community. Times of little or no rainfall, low humidity, and high temperatures create extremely hazardous fire conditions, particularly as they relate to wood shake and shingle roof fires. The winds experienced in the City of Santa Clara area can have a tremendous impact upon structure fires where buildings are in close proximity to one another, which is commonly found in the City of Santa Clara. During wood shake and shingle roof fires, or exposure fires, winds can carry sparks and burning brands to other structures, thus spreading the fire and causing conflagrations. In building fires, winds can literally force fires back into the building and can create a blowtorch effect, in addition to preventing "natural" ventilation and cross-ventilation efforts.

D. Geologic and Topographic Findings:

1. Seismic Location. The City is situated on alluvial soils between San Francisco Bay and the San Andreas Fault zone. The City's location makes its taller and older structures particularly vulnerable to damage caused by significant seismic events. The relatively young geological processes that have created the San Francisco Bay Area are still active today. Seismically, the City sits between two active earthquake faults (San Andreas and the Hayward/Calaveras) and other potentially active faults. According to the Association of Bay Area Governments, the City of Santa Clara is located in a very high-risk seismic zone.

2. Seismic Events. Fire following an earthquake has the potential of causing

greater loss of life and damage than the earthquake itself. A large number of residential dwellings in the City of Santa Clara have combustible roofs which add significantly to the risk of structural fires after an earthquake. In the event of widespread catastrophic event, public safety service resources would be seriously impacted and maybe unavailable to effectively respond to all emergencies.

3. Other variables that increase the risk from fire after a major earthquake:

- a. The extent of damage to the water system;
- b. The extent of isolation due to bridge and/or freeway overpass collapse;
- c. The extent of roadway damage and/or amount of debris blocking the roadways;
- d. Climatic conditions (hot, dry weather with high winds);
- e. Time of day will influence the amount of traffic on roadways and could intensify the risk to life during normal business hours;
- f. The availability of timely mutual aid or military assistance;
- g. The concentration of combustible structures (wood frame) in the residential, mercantile and light industry zones.

4. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE ____ DAY OF _____, 2019, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference: None

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SANTA CLARA, CALIFORNIA, ADDING A NEW CHAPTER 15.18 ("INTERNATIONAL PROPERTY MAINTENANCE CODE") AND A NEW CHAPTER 15.39 ("EXPEDITED PERMITTING PROCESS FOR ELECTRIC VEHICLE CHARGING STATIONS"), AND AMENDING CHAPTER 15.05 ("ADMINISTRATIVE CODE"), CHAPTER 15.15 ("BUILDING CODE"), CHAPTER 15.17 ("RESIDENTIAL CODE"), , CHAPTER 15.20 ("ELECTRIC CODE"), CHAPTER 15.30 ("MECHANICAL CODE"), CHAPTER 15.35 ("PLUMBING CODE"), CHAPTER 15.36 ("ENERGY CODE"), CHAPTER 15.37 ("HISTORICAL BUILDING CODE"), CHAPTER 15.38 ("GREEN BUILDING STANDARDS CODE"), AND CHAPTER 15.75 ("EXISTING BUILDING CODE"), OF TITLE 15 ("BUILDINGS AND CONSTRUCTION") OF "THE CODE OF THE CITY OF SANTA CLARA, CALIFORNIA" FOR THE ADOPTION OF THE 2019 CALIFORNIA BUILDING STANDARDS CODE, AS AMENDED HEREIN

BE IT ORDAINED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, the California Building Standards Commission has adopted and published an updated Title 24 of the California Code of Regulations, also referred to as the 2019 California Building Standards Code, that will become effective statewide on January 1, 2020; and

WHEREAS, the City of Santa Clara has reviewed and determined to adopt the 2019 California Building Standards Code pursuant to California Health and Safety Code Sections 17958 and 18941.5.

NOW THEREFORE, BE IT FURTHER ORDAINED BY THE CITY OF SANTA CLARA, AS FOLLOWS:

SECTION 1: That Chapter 15.05 ("Administrative Code") of Title 15 ("Buildings and Construction") of "The Code of the City of Santa Clara, California" ("SCCC") is repealed in its entirety and amended to read as follows:

**"Chapter 15.05
ADMINISTRATIVE CODE**

15.05.010 Adoption of Administrative Code.

The 2019 California Administrative Code published by the International Code Council,

Inc. and the California Building Standards Commission in Part 1 of Title 24 of the California Code of Regulations, is hereby adopted and by this reference expressly incorporated and made a part of this Chapter as though fully set forth herein. The 2019 Administrative Code shall be designated and referred to as the “Administrative Code” for the City of Santa Clara.”

SECTION 2: That Chapter 15.15 (“Building Code”) of Title 15 (“Buildings and Construction”) of “The Code of the City of Santa Clara, California” (“SCCC”) is repealed in its entirety and amended to read as follows:

**“Chapter 15.15
BUILDING CODE**

15.15.010 Adoption of Building Code.

The 2019 California Building Code published by the International Code Council, Inc. and the California Building Standards Commission in Part 2 of Title 24 of the California Code of Regulations, is hereby adopted and by this reference expressly incorporated and made a part of this Chapter as though fully set forth herein. The adoption includes Appendix A through Appendix O. The 2019 California Building Code shall be designated and referred to as the “Building Code” for the City of Santa Clara.

15.15.020 Group R3 Automatic Fire Sprinkler Systems

Part 2, Volume 1 of the 2019 California Building Code, Chapter 9, Fire Protection and Life Safety Systems, Section 903, Automatic Sprinkler Systems, Subsection 903.2.8.1, Group R-3, is hereby amended by adding the following text immediately following Subsection 903.2.8.1:

“Section 903.2.8.1.1 Additions to Group R3, Automatic Fire Sprinkler Systems. An automatic fire sprinkler system installed in accordance with Section 903.3.1.3, shall be provided throughout existing R3 occupancies, when additions are made that increase the R3 occupancy area to more than 3,600 square feet. An automatic sprinkler system shall be provided throughout all new basements regardless of size and throughout existing basements that are expanded by more than 50%.”

15.15.030 Stairways

Part 2, Volume 1 of the 2019 California Building Code, Chapter 10, Means of Egress, Section 1011, Stairways, Subsection 1011.1, General, is hereby amended by adding the following text immediately following Subsection 1011.1:

“Section 1011.1.1 Stairway Configuration. Stairways shafts which are part of a required means of egress and which are required to be fire rated enclosed on any side, shall be entirely vertical without horizontal offsets.”

15.15.040 Exit Access

Part 2, Volume 1 of the 2019 California Building Code, Chapter 10, Means of Egress, Section 1016, Exit Access, Subsection 1016.1, General, is hereby amended by adding the following text immediately following Subsection 1016.1:

“Section 1016.1.1 Exit Access Configuration. Exit Access in multi-story buildings which are part of the required means of egress from a stairway, and which are required to be fire rated, shall be routed to the exterior of the building or structure in the shortest configuration possible.”

15.15.050 Interior Exit Stairways and Ramps

Part 2, Volume 1 of the 2019 California Building Code, Chapter 10, Means of Egress, Section 1022, Exits, Subsection 1022.1, General, is hereby amended by adding the following text immediately following Subsection 1022.1:

“Section 1022.1.1 Interior Exit Stairways and Ramps Configuration. Interior Exit Stairways and Ramps in multi-story buildings which are part of the required means of egress, and which are required to be fire rated, shall be routed to the exterior of the building or structure in the shortest configuration possible.”

SECTION 3: That Chapter 15.17 (“Residential Code”) of Title 15 (“Buildings and Construction”) of “The Code of the City of Santa Clara, California” (“SCCC”) is repealed in its entirety and amended to read as follows:

“Chapter 15.17

RESIDENTIAL CODE

15.17.010 Adoption of Residential Code.

The 2019 California Residential Code published by the International Code Council, Inc. and the California Building Standards Commission in Part 2.5 of Title 24 of the California Code of Regulations, is hereby adopted and by this reference expressly incorporated and made a part of this Chapter as though fully set forth herein. The 2019 California Residential Code shall be designated and referred to as the "Residential Code" for the City of Santa Clara."

15.17.020 Townhouse Automatic Fire Sprinkler Systems

Title 24, Part 2.5, of the California Residential Code, Chapter 3, Building Planning, Section R313, Automatic Fire Sprinkler Systems, Subsection R313.1, Townhouse Automatic Fire Sprinkler Systems, is hereby deleted and replaced with the following:

"Section R313.1 Townhouse automatic fire sprinkler systems. An automatic residential fire sprinkler system shall be installed in townhouses.

(a) An automatic sprinkler system shall be provided throughout existing townhouses, when additions are made that increase the townhouse area to more than 3,600 square feet.

(b) An automatic residential fire sprinkler system shall not be required where additions or alterations are made to existing townhouses that do not have an automatic residential fire sprinkler system installed where the additions or alterations will result in a townhouse area of 3,600 square feet or less.

(c) An automatic sprinkler system shall be provided throughout all new basements regardless of size and throughout existing basements that are expanded by more than 50%.

15.17.030 One- and Two-Family Dwellings Automatic Fire Sprinkler Systems

Title 24, Part 2.5, of the California Residential Code, Chapter 3, Building Planning, Section R313, Automatic Fire Sprinkler Systems, Subsection R313.2, One- and Two-Family Dwellings Automatic Fire Sprinkler Systems, is hereby deleted and replaced with:

"Section R313.2. One- and two-family dwellings automatic fire sprinkler systems. An automatic

residential fire sprinkler system shall be installed in one- and two-family dwellings.

1. An automatic sprinkler system shall be provided throughout existing One- and Two-Family Dwellings, when additions are made that increase the One- and Two-Family Dwelling area to more than 3,600 square feet. An automatic residential fire sprinkler system shall not be required for additions or alterations to existing buildings that are not already provided with an automatic residential sprinkler system where the additions or alterations will result in an area of 3,600 square feet or less. An automatic sprinkler system shall be provided throughout all new basements regardless of size and throughout existing basements that are expanded by more than 50%.

2. Accessory Dwelling Unit, provided that all of the following are met:

2.1. The unit meets the definition of an Accessory Dwelling Unit as defined in the Government Code Section 65852.2.

2.2. The existing primary residence does not have automatic fire sprinklers.

2.3. The accessory detached dwelling unit does not exceed 1,200 square feet in size.

2.4 The unit is on the same lot as the primary residence.”

SECTION 4: That a new Chapter 15.18 (“Property Maintenance Code”) is hereby added to Title 15 (“Buildings and Construction”) of “The Code of the City of Santa Clara, California” (“SCCC”) to read as follows:

“Chapter 15.18 PROPERTY MAINTENANCE CODE

15.18.010 Adoption of International Property Maintenance Code

The 2018 International Property Maintenance Code, published by the International Code Council, is hereby adopted and by this reference expressly incorporated and made a part of this Chapter as though fully set forth herein. The 2018 International Property Maintenance Code shall be designated and referred to as the “Property Maintenance Code” for the City of Santa Clara.

15.18.020 References to “Housing Code”.

Any reference to the “Housing Code” contained within the Code of the City of Santa Clara, California shall be interpreted as reference to the Property Maintenance Code.”

SECTION 5: That Chapter 15.20 (“Electric Code”) of Title 15 (“Buildings and Construction”) of “The Code of the City of Santa Clara, California” (“SCCC”) is repealed in its entirety and amended to read as follows:

“Chapter 15.20 ELECTRICAL CODE

15.20.010 Adoption of Electrical Code.

The 2019 California Electrical Code, published by the National Fire Protection Association and the California Building Standards Commission in Part 3 of Title 24 of the California Code of Regulations, is hereby adopted and by this reference expressly incorporated and made a part of this Chapter as though fully set forth herein. The 2019 California Electrical Code shall be designated and referred to as the “Electrical Code” for the City of Santa Clara.”

SECTION 6: That Chapter 15.25 (“Housing Code”) of Title 15 (“Buildings and Construction”) of “The Code of the City of Santa Clara, California” (“SCCC”) is repealed in its entirety.

SECTION 7: That Chapter 15.30 (“Mechanical Code”) of Title 15 (“Buildings and Construction”) of “The Code of the City of Santa Clara, California” (“SCCC”) is repealed in its entirety and amended to read as follows:

“Chapter 15.30 MECHANICAL CODE

15.30.010 Adoption of Mechanical Code.

The 2019 California Mechanical Code, published by the International Association of Plumbing and Mechanical Officials and the California Building Standards Commission in Part 4 of Title 24 of the California Code of Regulations, is hereby adopted and by this reference expressly incorporated and made a part of this Chapter as though fully set forth herein. The 2019 California Mechanical Code shall be designated and referred to as the “Mechanical Code”

for the City of Santa Clara.”

SECTION 8: That Chapter 15.35 (“Plumbing Code”) of Title 15 (“Buildings and Construction”) of “The Code of the City of Santa Clara, California” (“SCCC”) is repealed in its entirety and amended to read as follows:

**“Chapter 15.35
PLUMBING CODE**

15.35.010 Adoption of Plumbing Code.

The 2019 California Plumbing Code, published by the International Association of Plumbing and Mechanical Officials and the California Building Standards Commission in Part 5 of Title 24 of the California Code of Regulations, is hereby adopted and by this reference expressly incorporated and made a part of this Chapter as though fully set forth herein. The adoption includes Appendix A through Appendix M. The 2019 California Plumbing Code shall be designated and referred to as the “Plumbing Code” for the City of Santa Clara.”

SECTION 9: That Chapter 15.36 (“Energy Code”) of Title 15 (“Buildings and Construction”) of “The Code of the City of Santa Clara, California” (“SCCC”) is repealed in its entirety and amended to read as follows:

**“Chapter 15.36
ENERGY CODE**

15.36.010 Adoption of Energy Code.

The 2019 California Energy Code published by the International Code Council, Inc. and the California Building Standards Commission in Part 6 of Title 24 of the California Code of Regulations, is hereby adopted and by this reference expressly incorporated and made a part of this Chapter as though fully set forth herein. The 2019 California Energy Code shall be designated and referred to as the “Energy Code” for the City of Santa Clara.”

SECTION 10: That a new Chapter 15.37 (“Historical Building Code”) is added to Title 15 (“Buildings and Construction”) of “The Code of the City of Santa Clara, California” (“SCCC”) to read as follows:

“Chapter 15.37

HISTORICAL BUILDING CODE

15.37.010 Adoption of Historical Building Code.

The 2019 California Historical Building Code, published by the California Building Standards Commission in Part 8 of Title 24 of the California Code of Regulations, is hereby adopted and by this reference expressly incorporated and made a part of this Chapter as though fully set forth herein. The 2019 California Historical Building Code shall be designated and referred to as the "Historical Building Code" for the City of Santa Clara."

SECTION 11: That a new Chapter 15.38 ("Green Building Standards Code") is added to Title 15 ("Buildings and Construction") of "The Code of the City of Santa Clara, California" ("SCCC") to read as follows:

"Chapter 15.38 GREEN BUILDING STANDARDS CODE

15.38.010 Adoption of Green Building Standards Code.

The 2019 California Green Building Standards Code, published by the California Building Standards Commission in Part 11 of Title 24 of the California Code of Regulations, is hereby adopted and by this reference expressly incorporated and made a part of this Chapter as though fully set forth herein. The 2019 California Green Building Standards Code shall be designated and referred to as the "Green Building Standards Code" for the City of Santa Clara."

SECTION 12: That a new Chapter 15.39 (Expedited Permitting Process for Electric Vehicle Charging Stations), is hereby added to Title 15 ("Buildings and Construction") of "The Code of the City of Santa Clara, California" ("SCCC") to read as follows.

"Chapter 15.39

EXPEDITED PERMITTING PROCESS FOR ELECTRIC VEHICLE CHARGING STATIONS

(a) Permitting. Electric Vehicle Charging Stations which qualify for expedited permit processing, pursuant to Government Code Section 65850.7, shall be subject to the administrative permitting procedures set forth in this Chapter.

(b) Expedited Review Process. Consistent with Government Code Section 65850.7, the Building Official shall implement an expedited administrative permit review process for electric vehicle charging stations and adopt a checklist of all requirements with which electric vehicle charging stations shall comply in order to be eligible for expedited review.

(c) Electronic Submittals. Consistent with Government Code Section 65850.7, the Building Official shall allow for electronic submittal of permit applications covered by this Ordinance and associated supporting documentations. In accepting such permit applications, the Building Official shall also accept electronic signatures on all forms, applications, and other documentation in lieu of a wet signature by any applicant.

(d) Association Approval. Consistent with Government Code Section 65850.7, the Building Official shall not condition the approval for any electric vehicle charging station permit on the approval of such a system by an association, as that term is defined by Civil Code Section 4080.

(e) Permit application Processing. A permit application that satisfies the information requirements in the City's adopted checklist shall be deemed complete and be promptly processed. Upon confirmation by the Building Official that the permit application and supporting documents meets the requirements of the City's adopted checklist, and is consistent with all applicable laws, the Building Official shall, consistent with Government Code Section 65850.7, approve the application and issue all necessary permits. Such approval does not authorize an applicant to energize or utilize the electric vehicle charging station until approval is granted by the City. If the Building Official determines that the permit application is incomplete, he or she shall issue a written correction notice to the applicant, detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.

(f) Technical Review. It is the intent of this Ordinance to encourage the installation of electric vehicle charging stations by removing obstacles to permitting for charging stations so long as the action does not supersede the Building Official's authority to address higher priority life-safety situations. If the Building Official makes a finding based on substantial evidence that the electric

vehicle charging station could have a specific adverse impact upon the public health or safety, as defined in Government Code 65850.7, the City may require the applicant to apply for a use permit.

(g) Appeals. A decision of the Building Official pursuant to this Chapter is appealable in writing to the Planning Commission. Such appeal shall be taken by the filing of a notice in writing to that effect with the City Planner within seven calendar days of the Building Official's decision."

SECTION 13: That Chapter 15.75 ("California Existing Building Code") of Title 15 ("Buildings and Construction") of "The Code of the City of Santa Clara, California" ("SCCC") is repealed in its entirety and amended to read as follows:

**"Chapter 15.75
EXISTING BUILDING CODE**

15.75.010 Adoption of Existing Building Code.

The 2019 California Existing Building Code published by the International Code Council, Inc. and the California Building Standards Commission in Part 10 of Title 24 of the California Code of Regulations, is hereby adopted and by this reference expressly incorporated and made a part of this Chapter as though fully set forth herein. The 2019 California Existing Building Code shall be designated and referred to as the "Existing Building Code" for the City of Santa Clara."

SECTION 14: Savings clause. The changes provided for in this ordinance shall not affect any offense or act committed or done or any penalty or forfeiture incurred or any right established or accruing before the effective date of this ordinance; nor shall it affect any prosecution, suit or proceeding pending or any judgment rendered prior to the effective date of this ordinance. All fee schedules shall remain in force until superseded by the fee schedules adopted by the City Council.

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SECTION 16: Effective date. This ordinance shall take effect thirty (30) days after its final adoption, but no sooner than January 1, 2020; however, prior to its final adoption it shall be published in accordance with the requirements of California Government Code Section 50022.3 and Section 808 and 812 of "The Charter of the City of Santa Clara, California."

PASSED FOR THE PURPOSE OF PUBLICATION this ____ 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: None
I:\BLDG\Ordinance\2019 Code Adoption



Agenda Report

19-964

Agenda Date: 11/5/2019

REPORT TO COUNCIL

SUBJECT

Action on Adoption of a Resolution Establishing the Necessary Findings of Fact for Amendments to the California Building Standards; Action on Introduction of an Ordinance Adopting the 2019 California Fire Code, as Amended, as the 2019 Santa Clara Municipal Fire and Environmental Code and Setting November 19, 2019 for a Public Hearing on Adoption of said Ordinance

BACKGROUND

The International Fire Code (IFC) is a model fire code that regulates minimum fire and life safety requirements for new and existing buildings, facilities, storage and processes. In California, the California Building Standards Commission adopts the IFC with new statewide amendments every three years. This adopted code is known as the California Fire Code (CFC) and is found in Part 9 of Title 24 of the California Code of Regulations. Title 24 is commonly referred to as the California Building Standards Code. The State of California published the CFC on July 1, 2019, with an effective date of January 1st, 2020. If a City wishes to adopt the CFC with amendments, then action must be taken to make certain findings, and adopt the code amendments, prior to the effective date of the CFC. The proposed Resolution and Ordinance state the required factual findings for the proposed amendments to the CFC.

DISCUSSION

The amendments and revisions set forth here establish the requirements of the 2019 Santa Clara Municipal Fire and Environmental Code. All Santa Clara County Fire Departments, through the Santa Clara County Fire Marshal's Fire Code Work Group, (a subcommittee of the Santa Clara County Fire Chiefs' Association), have worked towards making the Code more uniform throughout the County. Many of the proposed amendments to the Santa Clara Municipal Fire and Environmental Code were developed in cooperation with other cities and fire districts within Santa Clara County to provide regulatory consistency. Except for the administrative sections of the Code, many of the amendments presented are proposed for adoption by most fire agencies in Santa Clara County.

Because the code is developed by such a diverse group of interests and regions, the CFC is utilized as a code of minimum standards. Different climates, topography, geology, firefighting tactics, firefighting capabilities, and resources warrant different levels of protection. For these reasons and others, cities and fire districts amend and adopt codes, which are more restrictive than the California Building Standards Code (Title 24, Part 9) or the underlying model codes of the International Code Council. The proposed Resolution sets forth the climactic, topographical, geological and/or geographical reasons for each specific amendment to the CFC.

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 are no economic or fiscal impacts anticipated. Council has previously approved a cost recovery mechanism for the development and inspection mandates in the form of inspection fees as allowed by the Health and Safety Code.

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

1. Approve introduction of an ordinance amending Chapter 15.60 of the Santa Clara City Code ("Santa Clara Municipal Fire and Environmental Code") to adopt the 2019 California Fire Code, as amended;
2. Adopt a Resolution establishing the findings of fact necessary for the specified amendments to the 2019 California Fire Code reflected in the proposed Ordinance, as a subset of the California Building Standards; and
3. Set a public hearing on November 19, 2019, for final adoption of the ordinance amending Chapter 15.60 of the Santa Clara City Code ("Santa Clara Municipal Fire and Environmental Code") to adopt the 2019 California Fire Code, as amended.

Reviewed by: Ruben Torres, Fire Chief, Fire Department

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. A Resolution of the City of Santa Clara, California, finding and determining the need for modifications to the California Fire Code, 2019 edition.
2. An ordinance of the City of Santa Clara, California, amending Chapter 15.60 ("Santa Clara Municipal Fire and Environmental Code") of the Code of the City of Santa Clara to adopt the 2019 California Fire Code, as amended.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SANTA CLARA, CALIFORNIA, AMENDING CHAPTER 15.60 ("SANTA CLARA MUNICIPAL FIRE AND ENVIRONMENTAL CODE") OF TITLE 15 ("BUILDING AND CONSTRUCTION"), OF "THE CODE OF THE CITY OF SANTA CLARA, CALIFORNIA" TO ADOPT THE 2019 CALIFORNIA FIRE CODE, AND THE FULL TEXT OF CERTAIN PORTIONS OF THE CODES OF THE STATE OF CALIFORNIA RELATED TO THE SIX CERTIFIED UNIFIED PROGRAM AGENCY PROGRAMS, AS AMENDED

BE IT ORDAINED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, the State of California recently adopted and amended the 2018 International Fire Code to establish the 2019 California Fire Code;

WHEREAS, the 2019 California Fire Code will automatically go into effect on January 1, 2020;

WHEREAS, the 2019 California Fire Code is contained within, and is a subset of, the California Building Standards Code, which may be amended by a local jurisdiction to establish more restrictive standards, pursuant to California Health and Safety Code §18941.5 and §17958, et seq.;

WHEREAS, restrictive standards established by a local jurisdiction pursuant to this authority must be reasonably necessary because of local climatic, geological, or topographical conditions;

WHEREAS, the City of Santa Clara Fire Department has worked with other Santa Clara County Fire Agencies in the Santa Clara County Fire Code Work Group to develop necessary amendments to the California and International Fire Code; and,

WHEREAS, the City of Santa Clara ("City") finds it necessary to amend the 2019 California Fire Code, as adopted and amended by the State of California, in order to maintain a

reasonable degree of fire and life safety within the City because of local climatic, geological, and/or topographical conditions, which conditions and findings are set forth in the accompanying Resolution.

NOW THEREFORE, BE IT FURTHER ORDAINED BY THE CITY OF SANTA CLARA, AS FOLLOWS:

SECTION 1: That Chapter 15.60 “Santa Clara Fire and Environmental Code” of Title 15 “Building and Construction” of “The Code of the City of Santa Clara” (“SCCC”) is repealed in its entirety and replaced with the following:

“Chapter 15.60

MUNICIPAL FIRE AND ENVIRONMENTAL CODE

Sections:

15.60.010	Title
15.60.020	Adoption by reference
15.60.030	Scope and general requirements
15.60.040	Enforcement
15.60.050	General authority and responsibility
15.60.060	Permits
15.60.070	Fees
15.60.080	Inspections
15.60.090	Appeals process
15.60.100	Violations
15.60.110	Abatement
15.60.120	Stop work orders
15.60.130	Building division plan submittals
15.60.140	General definitions
15.60.150	General storage
15.60.160	Hazard communication
15.60.170	Fire apparatus access roads
15.60.180	Access to building openings and roofs
15.60.190	Premises identification
15.60.200	Fire command center
15.60.210	Emergency responder radio coverage
15.60.220	Fuel-fired appliances
15.60.230	Electrical equipment, wiring and hazards
15.60.240	Commercial kitchen cooking oil storage
15.60.250	Penetrations

- 15.60.260** Decorative materials and artificial decorative vegetations in new and existing buildings
- 15.60.270** General
- 15.60.280** Automatic sprinkler systems
- 15.60.290** Smoke control systems
- 15.60.300** Fire safety during construction and demolition
- 15.60.310** Owner's responsibilities for fire protection and site security
- 15.60.320** Means of egress
- 15.60.330** General – hazardous materials
- 15.60.340** General requirements – hazardous materials
- 15.60.350** General – explosives and fireworks
- 15.60.360** Fireworks displays
- 15.60.370** Storage – hazardous materials
- 15.60.380** Special Operations
- 15.60.390** On-demand mobile fueling
- 15.60.400** Mobile gaseous fueling of hydrogen-fueled vehicles
- 15.60.410** Highly toxic and toxic compressed gases
- 15.60.420** General-liquified petroleum gases
- 15.60.430** Use - pyrophoric materials

15.60.010 Title

This chapter shall be known and may be cited and referred to as the “Municipal Fire and Environmental Code for the City of Santa Clara.”

15.60.020 Adoption by reference

The “2019 California Fire Code” is adopted in its entirety, including Appendices B, C, D, E, F, G, K, L, and M, as published by the International Code Council, Inc. without regard to matrix adoption tables, and amendments to sections adopted by the State Building Standards Commission in California Code of Regulations (CCR) Title 24, Part 9, known as the California Fire Code. The 2019 California Fire Code is amended as specifically set forth in this Chapter.

Pursuant to the approval by the State of California Environmental Protection Agency's (CalEPA) of Santa Clara's application to serve as the Certified Unified Program Agency (CUPA) for the City, the City of Santa Clara assumes authority and

responsibility within the City for the California Unified Hazardous Waste and Hazardous Materials Management Regulatory Program (Unified Program) established by Health and Safety Code, Division 20, Chapter 6.11, Section 25404, et seq. It is the purpose of this Chapter to consolidate to the extent feasible, all the administration and enforcement of six hazardous materials management programs and ensures the coordination and consistency of any regulations adopted pursuant to such program requirements.

Pursuant to the provisions of Section 25502, Subdivision (b) of Chapter 6.95 of Division 20 of the California Health and Safety Code, the City does hereby assume responsibility for the implementation of the provisions of Chapter 6.95 (commencing with Section 25500) of Division 20 of the California Health and Safety Code and shall have exclusive jurisdiction within the jurisdictional boundaries of the City of Santa Clara for the purposes of carrying out the provisions of said chapter. The City also specifically adopts the penalty provisions specified in Section 25515 of the California Health and Safety Code and specifically requires that any person who violates Section 25507 of the California Health and Safety Code shall be subject to the penalties specified in Section 25515 of the Health and Safety Code.

The City does hereby assume responsibility for the enforcement and implementation of the Hazardous Waste Generator Program, Onsite Hazardous Waste Treatment Program, and Tiered Permitting Program and does hereby adopt by reference Health and Safety Code Chapter 6.5, Section 25100, et seq. and Section 25404 et seq.

The City does hereby assume responsibility for the enforcement and implementation of the Aboveground Petroleum Storage Act (APSA) and does hereby adopt by reference Health and Safety Code Chapter 6.67, Section 25270, et seq., and 25404 et seq.

The City does hereby assume responsibility for the enforcement and implementation of the Underground Storage Tank (UST) Permit Program, and does hereby adopt by reference Health and Safety Code Chapter 6.7, Section 25280, et seq., and Section 25404 et seq.

The City does hereby assume responsibility for the enforcement and implementation of the Hazardous Materials Release Response Plans and Inventories (Business Plans) Program, and does hereby adopt by reference, Health and Safety Code Chapter 6.95, Article 1, Section 25500, et seq., and Section 25404 et seq.

The City does hereby assume responsibility for the enforcement and implementation of the Hazardous Materials Area Plan Program, and does hereby adopt by reference Health and Safety Code Chapter 6.95, Article 1, Section 25500 et seq. and Section 25404 et seq.

The City does hereby assume responsibility for the enforcement and implementation of the California Accidental Release Prevention (CalARP) Program, and does hereby adopt by reference Health and Safety Code Chapter 6.95, Article 2, Section 25531, et seq. and Section 25404 et seq.

The foregoing are hereby adopted by reference, with changes and modifications as hereinafter set forth, as the “Municipal Fire and Environmental Code of the City of Santa Clara.”

15.60.030 Scope and general requirements.

California Fire Code Section 101.1 is hereby amended to read:

101.1 Title. These regulations shall be known as the “Municipal Fire and Environmental Code of the City of Santa Clara”, hereinafter referred to as “this code.”

15.60.040 Enforcement.

California Fire Code is hereby amended by adding Section 103.5 to read:

103.5 General Authority. The following designated positions may enforce the provisions of this code by issuance of citations. Peace officers and persons employed in such positions are authorized to exercise the authority provided in Penal Code Section 836.5 and are authorized to issue citations for violations of this code. The designated employee positions are the City Manager or his or her duly authorized agents and representatives.

103.5.1 Peace Officers. The Fire Marshal, Assistant Fire Marshal, and Deputy Fire Marshals, shall have the powers of a peace officer, pursuant to Penal Code Section 830.37, and may issue citations for violations of fire-related laws and ordinances, pursuant to Penal Code Section 836.5.

103.5.2 Administrative Citations. The following designated employee positions may enforce the provisions of this chapter by issuance of administrative citations. Fire Chief, Fire Marshal, Assistant Fire Marshal, Deputy Fire Marshal, Fire Protection Engineer or Fire Prevention Specialist.

103.5.3 Criminal or Civil Penalty for Violations – Funds to Account. Pursuant to the City’s prosecutorial discretion, the City may enforce violations of the provisions of this code in any manner authorized by this section or by any other law, including but not limited to issuance of criminal citation, referral to the

District Attorney, referral to other appropriate agencies, administrative actions, and civil actions. Funds received by the City for criminal or civil penalties shall be paid into the Fire and Environmental Enforcement Fund.

103.5.4 Penalties Authorized by the Health and Safety Code and Related Regulations. Any person who intentionally, accidentally or negligently violates any provision of this chapter, any written authority of the City Manager, the Fire Chief, the Fire Marshal or the Assistant Fire Marshal or his or her duly authorized agents and representatives, or any provision of any permit issued pursuant to this code shall be liable to the City for any and all penalties, fines, fees, and other sanctions which may be authorized by the Health and Safety Code, adopted by reference in this chapter and the regulations related thereto.

15.60.050 General authority and responsibility.

California Fire Code is hereby amended by adding 104.11.4 to read:

104.11.4 Standby fire personnel and fire watch personnel. The fire code official has the authority to require, at no cost to the jurisdiction, standby fire personnel and/or fire watch personnel if in the opinion of the fire code official potentially hazardous conditions or reductions in a life safety feature exist. The owner, agent, or lessee shall provide one or more qualified persons, as required and approved, to be on duty. Such standby fire personnel or fire watch personnel shall be subject to the fire code official's orders at all times and shall remain on duty during the times such places are open to the public, when such activity is being conducted, or as required by the fire code official. Fire watch personnel are not employees or agents of the City.

15.60.060 Permits

California Fire Code Section 105.2 is hereby amended to read:

105.2 Application. Applications for a permit required by this code shall be made to the fire code official in such form and detail as prescribed by the fire code official. Applications for permits shall be accompanied by such plans as prescribed by the fire code official. Said application shall be accompanied by a fee in an amount listed in the City of Santa Clara Municipal Fee Schedule.

California Fire Code is hereby amended by adding Section 105.4.5 to read:

105.4.5 Amended construction documents. Work shall be installed in accordance with the approved construction documents, and any changes made during construction that are not in compliance with the approved construction documents shall be resubmitted for approval as an amended set of construction documents, and additional fees may be applied in accordance with the City adopted fee schedule. As built submittals shall comply with the Santa Clara Fire Department electronic format submittal guideline.

California Fire Code is hereby amended by adding Section 105.6 to read:

105.6 Required Operational Permits. The fire code official is authorized to issue operational permits for the operations set forth in Sections 105.6.1 through 105.6.56. All operational fees shall be due and payable at the time of commencement of occupancy and said permit shall expire no later than twelve (12) months after the date of issuance, or date determined by the City. Fees for the renewal of such permits shall be due and payable upon the expiration of the prior permit. No permit fee paid hereunder shall be refundable by reason of the cessation

of occupancy during the permit period. Every permit fee that is not paid within a period of thirty (30) days from the time the same became due is hereby declared to be delinquent, and a penalty not to exceed five hundred (\$500.00) dollars shall be added to said fee.

California Fire Code Section 105.6.16 is hereby amended to read:

105.6.16 Flammable and combustible liquids. An operational permit is required:

1. To use or operate a pipeline for the transportation within facilities of flammable or combustible liquids. This requirement shall not apply to the offsite transportation in pipelines regulated by the Department of Transportation (DOT) nor does it apply to piping systems.
2. To store, handle or use Class I liquids in excess of 5 gallons (19 L) in a building or in excess of 10 gallons (37.9 L) outside of a building, except that a permit is not required for the following:
 - 2.1 The storage or use of Class I liquids in the fuel tank of a motor vehicle, aircraft, motorboat, mobile power plant or mobile heating plant, unless such storage, in the opinion of the fire code official, would cause an unsafe condition.
 - 2.2 The storage or use of paints, oils, varnishes or similar flammable mixtures when such liquids are stored for maintenance, painting or similar purposes for a period of not more than 30 days.
3. To store, handle or use Class II or Class IIIA liquids in excess of 25 gallons (95 L) in a building or in excess of 60 gallons (227 L) outside a

building, except for fuel oil used in connection with oil burning equipment.

4. To store, handle or use Class IIIB liquids in tanks or portable tanks for fueling motor vehicles at motor fuel-dispensing facilities or where connected to fuel-burning equipment.

Exception: Fuel oil and used motor oil used for space heating or water heating.

5. To remove Class I or II liquids from an underground storage tank used for fueling motor vehicles by any means other than the approved, stationary on-site pumps normally used for dispensing purposes.
6. To operate tank vehicles, equipment, tanks, plants, terminals, wells, fuel-dispensing stations, refineries, distilleries and similar facilities where flammable and combustible liquids are produced, processed, transported, stored, dispensed or used.
7. To place temporarily out of service (for more than 90 days) an underground, protected above-ground or above-ground flammable or combustible liquid tank.
8. To change the type of contents stored in a flammable or combustible liquid tank to a material that poses a greater hazard than that for which the tank was designed and constructed.
9. To manufacture, process, blend or refine flammable or combustible liquids.

10. To engage in the dispensing of liquid fuels into the fuel tanks of motor vehicles at commercial, industrial, governmental or manufacturing establishments in accordance with Section 5706.5.4 or to engage in on-demand mobile fueling operations in accordance with Section 5707.
11. To utilize a site for the dispensing of liquid fuels from tank vehicles into the fuel tanks of motor vehicles, marine craft and other special equipment at commercial, industrial, governmental or manufacturing establishments “in accordance with Section 5706.5.4 or to utilize a site for on-demand mobile fueling operations in accordance with Section 5707”.

California Fire Code Section 105.6.36 is hereby amended as follows:

105.6.36 Outdoor assembly event. An operational permit is required to conduct an outdoor assembly event where planned and/or actual attendance exceeds 300 people.

California Fire Code is hereby amended by adding Section 105.6.52 as follows:

105.5.52 Additive Manufacturing. An operational permit is required to conduct additive manufacturing operations.

California Fire Code is hereby amended by adding Section 105.6.53 as follows:

105.6.53 Emergency responder radio coverage system. An operational permit is required to maintain an emergency responder radio coverage system in accordance with Section 510.

California Fire Code is hereby amended by adding Section 105.6.54 to read:

105.6.54 Lithium batteries. An operational permit is required to collect or store more than 1,000 pounds (454 kg) of lithium batteries.

California Fire Code is hereby amended by adding Section 105.6.55 to read:

105.6.55 Smoke control systems. An operational permit is required for smoke control systems.

California Fire Code is hereby amended by adding Section 105.6.56 to read:

105.6.56 Stored Energy Systems Serving Fire/Life Safety Systems. An operational permit is required for stationary storage battery systems providing power to fire and life safety systems.

15.60.070 Fees

California Fire Code Section 106.1 is hereby amended to read:

106.1 Fees. A permit shall not be issued until the fees have been paid, nor shall an amendment to a permit be released until the additional fee, if any, has been paid. Fees will be collected as specified in the Santa Clara Municipal Fee Schedule. Fees for the renewal of such permits shall be due and payable upon the expiration of the prior permit. No permit fee paid hereunder shall be refundable by reason of the cessation of occupancy during the permit period. Every permit fee that is not paid within a period of thirty (30) days from the time the same became due is hereby declared to be delinquent, and a penalty of one hundred percent (100%) shall be added to said fee.

106.1.1 Certified Unified Program Agency (CUPA) Fees. Pursuant to the appointment of the City of Santa Clara as a Certified Unified Program Agency (CUPA) by the California Environmental Protection Agency, the Fire Department is authorized to collect fees associated with the CUPA programs.

15.60.080 Inspections

California Fire Code is hereby amended by adding Section 107.5 to read:

107.5 Documents. Any person or party who prevents or attempts to prevent any representative of the Fire Department from examining any relevant books or records in the conduct of his or her official duties under this code shall be in violation of this code.

California Fire Code is hereby amended by adding Section 107.6 to read:

107.6 Evidence. Any person or party who prevents or interferes with the preservation of evidence of any violation of any of the provisions of this code or of the rules and regulations promulgated pursuant to this code or any other Federal, State, or local law, rule, or regulation shall be in violation of this code.

California Fire Code is hereby amended by adding Section 107.7 to read:

107.7 Interference. Any person or party who willfully prevents, interferes with, or attempts to hinder in any way the work of any authorized representative of the Fire Department in the lawful enforcement of any provision of this code, or fails to promptly permit entry for the purposes of inspection and examination pursuant to this code shall be in violation of this code.

15.60.090 Appeals process

California Fire Code Section 109 is hereby amended to read:

Section 109 Appeals Process

109.1 Appeals Process Established. In order to hear and decide appeals of orders, decisions or determinations made by the fire code official relative to the application and interpretation of this code, such appeal may be made pursuant to the procedures set forth in Chapter 2.115 of the Santa Clara City Code.

15.60.100 Violations

California Fire Code Section 110.2 is hereby amended to read:

110.2 Owner/occupant responsibility. Correction and abatement of violations of this code shall be the responsibility of the owner or the owner's authorized agent.

Where an occupant creates, or allows to be created, hazardous conditions in violation of this code, the occupant shall be held responsible for the abatement of such hazardous conditions. If any person fails to comply with orders of the fire code official or his/her designated representatives, or if the owner/tenant is unable to be located within a reasonable time, the fire code official or his/her designated representative may take steps necessary to abate the hazard for the protection of public safety. In no event is notice necessary before abatement, when the hazard is a clear and present danger to the public welfare. All costs related to such abatement shall become a lien on the subject property.

California Fire Code Section 110.4 is hereby amended to read:

110.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor punishable by a fine, imprisonment, or both such fine and imprisonment. Each day that violation continues after due notice has been served shall be deemed a separate offense. Pursuant to the City's prosecutorial discretion, the City may enforce violations of the provisions of this code in any manner authorized by this section or by any other law, including but not limited to issuance of criminal citations, referral to the District Attorney, referral to other appropriate agencies, administrative actions and civil actions.

California Fire Code is hereby amended by adding Section 110.4.1 to read:

110.4.1 Penalty Schedule

110.4.1.1 Penalty for Administrative Citation. Each and every violation of this chapter, which is deemed a violation, is punishable by a fine not to exceed one thousand dollars (\$1000.00).

110.4.1.2 Penalty for Infraction. Each and every violation of this chapter, which is deemed an infraction, is punishable by a fine not to exceed two hundred and fifty dollars (\$250.00).

110.4.1.3 Penalty for Misdemeanor. Each and every violation of this chapter, which is deemed a misdemeanor, is punishable by a fine not to exceed one thousand dollars (\$1,000.00) or by imprisonment in the City or County jail for a period not exceeding six months, or by both penalty and imprisonment.

California Fire Code is hereby amended by adding Section 110.4.3 to read:

110.4.3 Civil Penalties. Any person who intentionally, accidentally or negligently violates any provision of this code, any written authority of the City Manager or his or her duly authorized agents and representatives, or any provision of any permit issued pursuant to this code may be civilly liable to the City in the sum not to exceed one thousand dollars (\$1,000.00) per day for each day in which such violation occurs or continues. The City may petition the municipal or superior court to impose, assess, and recover such sums. The civil penalty provided in this Section excludes inspection costs and abatement costs, is cumulative and not exclusive, and shall be in addition to all other remedies available to the City under state and federal law and local ordinances. Funds collected pursuant to

this Section shall be paid to the Fire Prevention and Hazardous Materials Enforcement Fund.

15.60.110 Abatement

California Fire Code Section 111.4 is hereby amended to read:

111.4 Abatement. The owner, the owner's authorized agent, operator or occupant of a building or premises deemed unsafe by the fire code official shall abate or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition or other approved corrective action. If any person fails to comply or is unable to located within a reasonable time, the fire code official or any authorized representative may take such steps as are necessary to abate the hazard for the protection of the public health, safety or the environment. Abatement may include the closure of a facility or a part of a facility. In no event is notice necessary before abatement when the hazard is a clear and present danger to the public welfare, constitutes a fire and life safety hazard, a threat to emergency responders or a threat to the environment. All costs related to such abatement shall become a lien on the subject property. All costs related to such abatement may also be collected from the party responsible for the hazard, whether an owner, occupant, manager or officer of an entity which is an owner, occupant or manager.

15.60.120 Stop work order

California Fire Code Section 111.4 is hereby amended to read:

112.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to

perform to remove a violation or unsafe condition, shall be punishable by a fine not to exceed one thousand dollars (\$1,000.00).

15.60.130 Building division plan submittals

California Fire Code Section 114 is hereby added to read:

SECTION 114 Building Division Plan Submittals

114.1 Building Plan Submittals. The Building Inspection Division shall transmit to the Fire Department a copy of each plan submitted for the construction or alteration of those occupancies classified as A, B, E, H, I, L R-1, R-2, R-2.1, R-3.1, R-4 and all buildings classified as a high-rise as defined in the California Building Code as well as other plans when determined by the fire code official that review by the Fire Department is necessary to ensure and maintain a reasonable degree of fire and life safety.

15.60.140 General definitions

California Fire Code Section 202 is hereby amended by adding the following definitions to read:

“3D printer” shall mean a machine used in the additive manufacturing process for fabricating objects through the deposition of a material using a print head, nozzle, or another printer technology.

“Additive manufacturing” shall mean a process of joining materials to make objects from 3D model data, usually layer upon layer, sometimes referred to as 3D printing.

The Code recognizes two types of additive manufacturing:

1. Industrial additive manufacturing. 3D printing operations that typically utilize combustible powders or metals, an inert gas supply, a combustible

dust collection system. or that create a hazardous (classified) location area or zone outside of the equipment.

2. Non-industrial additive manufacturing. 3D printing operations that do create a hazardous (classified) location area outside of the equipment, and do not utilize an inert gas supply or a combustible dust collection system.

“Corrosive liquid” shall mean any of the following:

1. any liquid which, when in contact with living tissue, will cause destruction irreversible alteration of such tissue by chemical action; or
2. any material exhibiting the characteristics of corrosivity in accordance with Title 22, California Code of Regulations §66261.22.

“Fire code official” shall mean the Fire Marshal is the designated authority charged with the administration and enforcement of this code.

“Secondary containment” shall mean that level of containment that is external to and separate from primary containment and is capable of safely and securely containing the material, without discharge, for a period of time reasonably necessary to ensure detection and remedy of the primary containment failure.

“Spill control” shall mean that level of containment that is external to and separate from the primary containment and is capable of safely and securely containing the contents of the largest container and prevents the materials from spreading to other parts of the room.

“Work Station” shall mean any space or an independent principal piece of equipment using “hazardous materials with a hazard rating of 3 or 4 in accordance with NFPA 704

where a specific function, laboratory procedure or research activity occurs”. Approved or listed hazardous materials storage cabinets, flammable liquid storage cabinets or gas cabinets serving a work station are included as part of the work station. A work station is allowed to contain ventilation equipment, fire protection devices, detection devices, electrical devices and other processing and scientific equipment.

“Unified Program Agency” means the City of Santa Clara Fire Department which has been designated the Certified Program Agency by the State of California Environmental Protection Agency’s (CalEPA). The CUPA protects Californians from hazardous waste and hazardous materials by ensuring consistency throughout the state regarding the implementation of administrative requirements, permits, inspections, and enforcement at the local regulatory level.

15.60.150 General storage

California Fire Code is hereby amended by adding Section 315.8 to read:

315.8 Lithium Battery Storage and Handling. The storage and handling of lithium ion and lithium metal batteries or cells in quantities exceeding 1,000 pounds (4086 kg) shall comply with Section 315.8.1 through 315.8.10, and Chapter 32 where applicable.

315.8.1 Permits. Permits shall be required as set forth in Section 105.6.27.

315.8.2 Maximum quantity in a fire area. The aggregate amount of lithium batteries stored and handled in a single fire area shall not exceed 9,000 pounds (4086 kg).

315.8.3 Construction requirements. Fire areas shall be separated from each other by fire barriers having not less than 2-hour fire resistance rating constructed in

accordance with Section 707 of the Building Code and horizontal assemblies constructed in accordance with Section 711 of the Building Code.

315.8.4 Number of fire areas. The maximum number of fire areas within a building shall be four.

315.8.5 Group H, Division 2 occupancy. Storage and handling of more than 9,000 pounds of lithium batteries per fire area shall be in an approved Group H, Division 2 occupancy constructed in accordance with the Building Code and provided throughout with approved automatic smoke detection and radiant-energy detection systems.

315.8.6 Automatic sprinkler system. Buildings containing fire areas used for lithium battery storage or handling shall be equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1. The design of the sprinkler system within each fire area shall not be less than that required for Extra Hazard Group 2 with a minimum design area of 3,000 square feet. Where the storage arrangement is required by other provisions of this code to be provided with a higher level of sprinkler system protection, the higher level of sprinkler system protection shall be provided.

315.8.7 Automatic smoke detection system. An approved automatic smoke detection system that activates an approved occupant notification system shall be provided throughout each fire area in accordance with Section 907.

315.8.8 Radiant energy detection. An approved radiant-energy detection system that activates an approved occupant notification system shall be installed throughout each fire area in accordance with Section 907.

315.8.9 Collection containers. Containers used to collect or store lithium batteries shall be noncombustible and shall not have an individual capacity exceeding 30 gallons (113.6 L), or be approved for transportation in accordance with the Department of Transportation (DOT).

315.8.10 Storage configuration. Lithium batteries shall be considered a high-hazard commodity in accordance with Chapter 32 and where applicable, lithium battery storage shall comply with Chapter 32 in addition to Section 315.8.

15.60.160 Hazard communication

California Fire Code Section 407.5 is hereby amended to read:

407.5 Hazardous Materials Inventory Statement. Each application for a permit shall submit a Hazardous Materials Inventory Statement (HMIS) in accordance with Section 5001.5.2 whenever hazardous materials are used.

California Fire Code Section 407.6 is hereby amended to read:

407.6 Hazardous Materials Business Plan (HMBP). Where required by the fire code official, facilities shall submit a Hazardous Materials Business Plan (HMBP) as required by California Health & Safety Code (HSC), Chapter 6.95, Sections 25500 through 25545, and Title 19, Division 2, Chapter 4. The HMBP shall be electronically submitted in accordance with the fire code official's requested timeframe and no less frequently than is required by the HSC.

15.60.170 Fire apparatus access roads

California Fire Code Section 503.1 is hereby amended to read:

503.1 Where required. Fire apparatus access roads shall be provided and maintained in accordance with Sections 503.1.1 through 503.2.8 and Santa Clara Fire Department Apparatus Access Standard.

California Fire Code Section 503.2.1 is hereby amended to read:

503.2.1 Dimensions. Fire apparatus access roads shall have a “minimum” unobstructed width of not less than 20 feet exclusive of shoulders for fire engines, or a minimum unobstructed width of 26 feet when required by Appendix D, and a minimum unobstructed vertical clearance of 13 feet 6 inches.

California Fire Code Section 503.2.2 is hereby amended to read:

503.2.2 Authority. The fire code official shall have the authority to require or permit modifications to the required access widths and/or vertical clearance where they are inadequate for fire or rescue operations or where necessary to meet the public safety objectives.

15.60.180 Access to building openings and roofs

California Fire Code Section 504.5 is hereby added to read:

504.5 Access Control Devices. When access control devices including bars, grates, gates, electric or magnetic locks or similar devices, which would inhibit rapid fire department emergency access to within and throughout the building are installed, such devices shall be approved by the fire code official. All electrically powered access control devices shall be provided with an approved means for deactivation or unlocking from a single location or otherwise approved by the fire code official or his/her designee. Access control devices shall also comply with Chapter 10 Egress.

15.60.190 Premises identification

California Fire Code is hereby amended by adding Section 505.3 to read:

505.3 Site directories. When required by the fire code official, approved site directories, illustrating and identifying buildings, important site features, and access roads shall be installed and maintained at multi-building complexes.

15.60.200 Fire command center

California Fire Code Section 508.1.2 is hereby added to read:

508.1.2 Separation. The fire command center shall be separated from the remainder of the building by not less than a 2-hour fire barrier constructed in accordance with Section 707 of the California Building Code or horizontal assembly constructed in accordance with Section 711 of the California Building Code, or both.

15.60.210 Emergency responder radio coverage

California Fire Code Section 510.4.1.2 is hereby amended to read:

510.4.1.2 Minimum signal strength out of the building. The minimum outbound signal strength shall be sufficient to provide usable voice communications throughout the coverage area as specified by the fire code official. The outbound signal level shall be sufficient to provide not less than a DAQ of 3.4 or an equivalent SINR applicable to the technology for either analog or digital signals.

California Fire Code Section 510.4.2.5 is hereby added to read:

510.4.2.5 System monitoring. The emergency responder radio enhancement system shall be monitored as required below:

1. By a listed fire alarm control unit installed with the protected building.
Automatic supervisory signals to the fire alarm shall include all of the following:
 - 1.1. Loss of normal AC power supply.
 - 1.2. System battery charger(s) failure.
 - 1.3. Malfunction of the donor antenna(s).
 - 1.4. Malfunction of area antenna(s).
 - 1.5. Failure of active RF-emitting device(s).
 - 1.6. Low-battery capacity at 70-percent reduction of operating capacity.
 - 1.7. Failure of critical system components.
 - 1.8. The communications link between the fire alarm system and the emergency responder radio enhancement system.
2. System performance shall be continuously monitored by an approved third-party monitoring company capable of monitoring the performance of the ERRC system and initiating an appropriate response if the system begins to operate outside of the established system parameters.

510.4.2.5.1 Remote Off-Switch. The emergency responder radio coverage system shall be equipped with a remote off-switch that can be initiated by the third-party monitoring company with approval of the fire department if the system begins to operate outside of established system parameters, or at the direction of the fire code official.

15.60.220 Fuel-fired appliances

California Fire Code Section 603.4 is hereby amended to read:

603.4 Portable unvented heaters. Portable unvented fuel-fired heating equipment shall be prohibited in occupancies in Groups A, B, E, I, R-1, R-2, R-3 and R-4 and ambulatory care facilities.

California Fire Code Section 603.4.2.1.1 is hereby amended to read:

603.4.2.1.1 Prohibited locations. The storage or use of portable outdoor gas-fired heating appliances is prohibited in any of the following locations:

1. Inside of any occupancy where connected to the fuel gas container.
2. Inside of tents, canopies and membrane structures.
3. On exterior balconies and rooftops.

15.60.230 Electrical equipment, wiring, and hazards

California Fire Code is hereby amended by adding Section 604.12 to read:

604.12 Immersion Heaters. All electrical immersion heaters used in dip tanks, sinks, vats and similar operations shall be provided with approved over-temperature controls and low liquid level electrical disconnects. Manual reset of required protection devices shall be provided.

15.60.240 Commercial kitchen cooking oil storage

California Fire Code is hereby amended by adding Section 608.1 to read:

608.1 General. The storage of cooking oil (grease) in new and existing commercial cooking operations with a capacity greater than 60 gal (227 L) within a building shall comply with Sections 610.2 through 610.7 and NFPA 30. For purposes of this section, cooking oil shall be classified as a Class III-B liquid unless otherwise determined by testing.

15.60.250 Penetrations

California Fire Code Section 703.2 is hereby added to read:

703.2 New Installations. In new R-1 and R-2 occupancies, special inspections for through-penetrations and membrane penetrations firestop systems shall be required in accordance with Section 703.2.1.

703.2.1 Penetration firestops. Inspections of penetration firestop systems that are tested and listed in accordance with California Building Code Sections 714.4.1.2 and 714.5.1.2 shall be conducted by an approved third-party agency in accordance with ASTM E2174.

15.60.260 Decorative materials and artificial decorative vegetation in new and existing buildings

California Fire Code Section 807.5.1.2.2 is hereby amended to read:

807.5.1.2.2 Foam plastics, decorations, textile and film materials. Foam plastics, textile and film materials and other decorative materials and materials containing foam plastics shall be in accordance with the following:

1. Exhibit booth construction shall have a maximum heat-release rate of 100 kilowatts when tested in accordance with UL 1975.
2. Decorative objects, including but not limited to mannequins, murals and signs, shall have a maximum heat-release rate of 150 kilowatts when tested in accordance with UL 1975.

Exception: When the aggregate area of murals, signs or similar decorative objects occupies less than 10 percent of the floor or wall area, this requirement may be waived by the fire code official.

3. Theater, motion picture and television stage settings with or without horizontal projections and simulated caves or caverns shall have a maximum heat-release rate of 100 kilowatts when tested in accordance with UL 1975.

California Fire Code Section 807.5.7 is hereby amended to read:

807.5.7 Group F-1 motion picture and television production studio sound stages, approved production facilities and production locations without live audiences.

807.5.7.1 Foam plastics, decorations, textile and film materials. Foam plastics, textile and film materials and other decorative materials and materials containing foam plastics shall be in accordance with the following:

1. Exhibit booth construction shall have a maximum heat-release rate of 100 kilowatts when tested in accordance with UL 1975.
2. Decorative objects, including but not limited to mannequins, murals and signs, shall have a maximum heat-release rate of 150 kilowatts when tested in accordance with UL 1975.

Exception: When the aggregate area of murals, signs or similar decorative objects occupies less than 10 percent of the floor or wall area, this requirement may be waived by the fire code official.

3. Theater, motion picture and television stage settings with or without horizontal projections and simulated caves or caverns shall have a maximum heat-release rate of 100 kilowatts when tested in accordance with UL 1975.

15.60.270 General

California Fire Code Section 901.6.3 is hereby amended to read:

901.6.3 Records. Records of all system inspections, tests and maintenance required by the referenced standard shall be maintained on the premises for a minimum of five years. Inspections and tests performed on fire and life safety systems shall be documented on NFPA forms. When required, records shall be uploaded to an electronic inspection database of the fire departments choosing at no cost to the jurisdiction.

15.60.280 Automatic sprinkler systems

California Fire Code Section 903.2 is hereby amended to read:

903.2 Where required. Approved automatic sprinkler systems in new and existing buildings and structures shall be provided in the locations described in this Section or Sections 903.2.1 through 903.2.12 whichever is the more restrictive. For the purposes of this section, firewalls and fire barriers used to separate building areas shall be constructed in accordance with the California Building Code and shall be without openings or penetrations.

1. An automatic sprinkler system shall be installed throughout all new buildings and structures greater than 1,200 square feet.

Exception: Group S-2 or U occupancies used exclusively for vehicle parking or solar arrays that do not exceed 5000 square feet.

2. An automatic sprinkler system shall be provided throughout existing Group A, B, E, F, I, L, M, R, S and U buildings and structures, when additions are made that increase the buildings square foot by more than

1200 square feet or the building total square footage exceeds 3,600 square feet.

3. Any change of occupancy or change in use of any building when that change in use would place the building into a more hazardous division of the same occupancy group.

15.60.290 Smoke Control Systems

California Fire Code Section 909.20.1 is hereby amended to read:

909.20.1 Schedule: A routine maintenance and operational testing program shall be initiated immediately after the smoke control system has passed the acceptance tests. A written schedule for routine maintenance and operational testing shall be established and both shall occur at least annually. The requirement for testing to occur at least annually applies to new and existing systems.

15.60.300 Fire safety during construction and demolition

California Fire Code is hereby amended by adding Section 3304.9 to read:

3304.9 Fire Walls. When firewalls are required in combustible construction, the wall construction shall be completed (with all openings protected) immediately after the building is sufficiently weather-protected at the location of the wall(s).

15.60.310 Owner's responsibility for fire protection and site security

California Fire Code is hereby amended by adding Section 3308.3 to read:

3308.3 Pre-fire plans. The fire prevention program superintendent shall develop and maintain an approved pre-fire plan in cooperation with the fire code official. The fire code official shall be notified of changes affecting the utilization of information contained in such pre-fire plans.

California Fire Code 3308.5 is hereby amended to read:

3308.5 Fire protection. All wood frame construction projects exceeding three stories in height, except R-3 occupancies shall be provided with a listed fire alarm system provided with linear heat detection during construction. The fire alarm system is required to be monitored by a listed monitoring company. A permit for the installation and subsequent modifications of the system are required. The design and installation shall comply with the fire department's fire alarm for construction sites standard.

3308.5.1 Fire Protection Devices. The fire prevention program superintendent shall determine that all fire protection equipment is maintained and serviced in accordance with this code. The quantity and type of fire protection equipment shall be approved. Fire protection equipment shall be inspected in accordance with the construction safety plan.

California Fire Code is hereby amended by adding Section 3308.9 to read:

3308.9. Construction Site Security. Construction projects exceeding three stories in height, or when determined necessary by the fire code official shall have an electronic security system installed, except for R-3 occupancies during construction. The electronic data is required to be maintained 24-hours a day, seven days a week. The data is required to be maintain for minimum of 30-days off-site and made available to the fire department upon request. The electronic security camera layout plan shall be incorporated in the construction safety plan and is required to be approved prior to the start of construction.

California Fire Code is hereby amended by adding Section 3308.10. to read:

3308.10. Phased Occupancy Requests. When occupancy of one phase of a construction project is requested prior to the completion of the entire project, a phased occupancy plan is required to be submitted to the fire department for approval. A fire protection engineering firm or fire protection engineer is required to develop the plan, supervise the implementation, and conduct field compliance inspections on a frequency determined necessary by the fire code official, but not less than one a week.

15.60.320 Means of egress

California Fire Code Section 3311.1 is hereby amended to read:

3311.1 Stairways Required. Each level above the first story in multi-story buildings that require two exit stairways shall be provided with at least two usable exit stairways after the floor decking is installed. The stairways shall be continuous and discharge to grade level. Stairways serving more than two floor levels shall be enclosed (with openings adequately protected) after exterior walls/windows are in place. Exit stairs in new and in existing, occupied buildings shall be lighted and maintained clear of debris and construction materials at all times.

Exception: For multi-story buildings, one of the required exit stairs may be obstructed on not more than two contiguous floor levels for the purposes of stairway construction (i.e., installation of gypsum board, painting, flooring, etc.).

15.60.330 General – hazardous materials

California Fire Code is hereby amended by adding Section 5001.2.2.2 to read:

5001.2.2.2 Health Hazards. The material categories listed in this section are classified as health hazards. A material with a primary classification as a health hazard can also pose a physical hazard.

1. Highly toxic and toxic materials.
2. Corrosive materials.

California Fire Code is hereby amended by adding Section 5001.5.3 to read:

5001.5.3 Hazardous Materials Business Plan (HMBP). Where required by the fire code official, facilities shall submit a Hazardous Materials Business Plan (HMBP) as required by California Health & Safety Code (HSC), Chapter 6.95, Sections 25500 through 25545, and Title 19, Division 2, Chapter 4. The HMBP shall be electronically submitted in accordance with the fire code official's requested timeframe and no less frequently than is required by the HSC.

California Fire Code Section 5001.5.3 is hereby amended to read:

5001.6.3 Facility closure plan. Where a facility closure plan is required in accordance with Section 5001.5 to terminate storage, dispensing, handling or use of hazardous materials, it shall be submitted to the fire code official not less than 30 days prior to facility closure. The plan shall demonstrate that hazardous materials that are stored, dispensed, handled or used in the facility will be transported, disposed of or reused in a manner that eliminates the need for further maintenance and any threat to public health and safety. Facilities that are or have been subject to reporting requirements of 5001.5.1, 5001.5.2, or 5001.5.3 are required to submit a facility closure plan in accordance with this section.

15.60.340 General requirements – hazardous materials

California Fire Code is hereby amended by adding Section 5003.1.5 to read:

5003.1.5 Additional Spill Control and Secondary Containment Requirements. In addition to the requirements set forth in Section 5004.2. An approved containment system is required for any quantity of hazardous materials that are liquids or solids at normal temperature, and pressure (NTP) where a spill is determined to be a plausible event and where such an event would endanger people, property or the environment. The approved containment system may be required to include a combination of spill control and secondary containment meeting the design and construction requirements set forth in Section 5004.2.

California Fire Code Section 5003.2.2.1 is hereby amended to read:

5003.2.2.1 Design and Construction. Piping, tubing, valves, fittings and related components used for hazardous materials shall be in accordance with the following:

1. Piping, tubing, valves, fittings and related components shall be designed and fabricated from materials compatible with the material to be contained and shall be of adequate strength and durability to withstand the pressure, structural and seismic stress, and exposure to which they are subject.
2. Piping and tubing shall be identified in accordance with ASME A13.1 and the Santa Clara Fire Department Marking Requirements and Guidelines for Hazardous Materials and Hazardous Waste to indicate the material conveyed.
3. Readily accessible manual valves or automatic remotely activated fail-safe emergency shutoff valves shall be installed on supply piping and tubing at the following locations:
 1. The point of use.

2. The tank, cylinder or bulk use.
4. Manual emergency shutoff valves and controls for remotely activated emergency shutoff valves shall be identified and the location shall be clearly visible accessible and indicated by means of a sign.
5. Backflow prevention or check valves shall be provided when the backflow of hazardous materials could create a hazardous condition or cause the unauthorized discharge of hazardous materials.
6. Where gases or liquids having a hazard ranking of:
 1. Health Class 3 or 4
 2. Flammability Class 4
 3. Instability Class 4

in accordance with NFPA 704 are carried in pressurized piping above 15 pounds per square inch gauge (psig)(103 Kpa), an approved means of leak detection, emergency shutoff or excess flow control shall be provided. Where the piping originates from within a hazardous material storage room or area, the excess flow control shall be located within the storage room or area. Where the piping originates from a bulk source, the excess flow control shall be located as close to the bulk source as practical.

Exceptions:

1. Piping for inlet connections designed to prevent backflow.
2. Piping for pressure relief devices.
7. Secondary containment or equivalent protection from spills or leaks shall be provided for piping for liquid hazardous materials and for highly toxic and toxic

corrosive gases above threshold quantities listed in Tables 6004.2 and 6004.3.

Secondary containment includes but is not limited to double-walled piping.

Exceptions:

1. Secondary containment is not required for toxic corrosive gases if the piping is constructed of inter materials.
 2. Piping under sub-atmospheric conditions if the piping is equipped with an alarm and fail-safe-to-close valve activated by a loss of vacuum.
8. Expansion chambers shall be provided between valves whenever the regulated gas may be subjected to thermal expansion. Chambers shall be sized to provide protection for piping and instrumentation and to accommodate the expansion of regulated materials.

California Fire Code Section 5003.2.2.2 is hereby amended to read:

5003.2.2.2 Additional Regulation for Supply Piping for Health Hazard Materials. Supply piping and tubing for gases and liquids having a health hazard ranking of 3 or 4 shall be in accordance with ASME B31.3 and the following:

1. Piping and tubing utilized for the transmission of toxic, highly toxic, or highly volatile corrosive liquids and gases shall have welded or brazed connections throughout except for connections within an exhausted enclosure if the material is a gas, or an approved method of drainage or containment is provided for connections if the material is a liquid.

2. Piping and tubing shall not be located within corridors, within any portion of a means of egress required to be enclosed in fire-resistance-rated construction or in concealed spaces in areas not classified as Group H Occupancies.

Exception: Piping and tubing within the space defined by the walls of corridors and the floor or roof above or in concealed space above other occupancies when installed in accordance with Section 415.8.6.3 of the California Building Code as required for Group H, Division 5 Occupancies.

3. All primary piping for toxic, highly toxic and moderately toxic gases shall pass a helium leak test of 1×10^{-9} cubic centimeters/second where practical, or shall pass testing in accordance with an approved, nationally recognized standard. Tests shall be conducted by a qualified "third party" not involved with the construction of the piping and control systems.

California Fire Code is hereby amended by adding Section 5003.5.2 to read:

5003.5.2 Ventilation Ducting. Ducts venting hazardous materials operations shall be labeled with the hazard class of the material being vented and the direction of flow.

California Fire Code is hereby amended by adding Section 5003.5.3 to read:

5003.5.3 "H" Occupancies. In "H" occupancies, all piping and tubing may be required to be identified when there is any possibility of confusion with hazardous materials transport tubing or piping. Flow direction indicators are required.

California Fire Code is hereby amended by adding Section 5003.9.11 to read:

5003.9.11 Fire Extinguishing Systems for Workstations Dispensing, Handling or Using Hazardous Materials. Combustible and non-combustible workstations, which dispense,

handle or use hazardous materials, shall be protected by an approved automatic fire extinguishing system in accordance with Section 2703.10, unless otherwise approved.

California Fire Code Section 5003.10.4 is hereby amended to read:

5003.10.4 Elevators utilized to transport hazardous materials.

5003.10.4.1 When transporting hazardous materials, elevators shall have no other passengers other than the individual(s) handling the chemical transport cart.

5003.10.4.2 Hazardous materials liquid containers shall have a maximum capacity of 20 liters (5.28 gal).

5003.10.4.3 Toxic, highly toxic, asphyxiate gases, and corrosive gases shall be limited to a container of a maximum water capacity of 1 lb.

5003.10.4.4 Means shall be provided to prevent the elevator from being summoned to other floors.

15.60.350 General – explosives and fireworks

California Fire Code Section 5601.1.3 is hereby amended to read:

5601.1.3 Fireworks. The possession, manufacture, storage, sale, handling, and use of fireworks, including those fireworks classified as Safe and Sane by the California State Fire Marshal, are prohibited.

Exceptions: The use of fireworks for fireworks displays, pyrotechnics before a proximate audience and pyrotechnic special effects in motion pictures television, theatrical or group entertainment productions as allowed by Section 5608.

15.60.360 Fireworks displays

California Fire Code Section 5608.1 is hereby amended to read:

5608.1 General. Outdoor fireworks displays, use of pyrotechnics before a proximate audience and pyrotechnic special effects in motion picture, television, theatrical and group entertainment productions shall comply with California Code of Regulations, Title 19, Division 1, Chapter 6 Fireworks and this section. Permits can be revoked, denied, or modified to address extreme weather events, poor air quality, or noise when deemed necessary for the protection of the public health and well-being by the fire code official.

5608.1.1 Scope. Fireworks and temporary storage, use, and handling of pyrotechnic special effects material used in motion pictures, television, and theatrical and group entertainment productions shall be in accordance with California Code of Regulations, Title 19, Division 1, Chapter 6 Fireworks.

5608.1.2 Additional Safety Requirements. When determined necessary the fire code official has the authority to require additional safety measures be implemented for the storage and/or use of pyrotechnics of any classification.

15.60.370 Storage – hazardous materials

California Fire Code is hereby amended by adding Section 5704.2.7.5.8 to read:

5704.2.7.5.8 Overfill Prevention. An approved means or method in accordance with Section 5704.2.9.7.5 shall be provided to prevent the overfill of all Class I, II and IIIA liquid storage tanks. Storage tanks in refineries, bulk plants or terminals regulated by Sections 5706.4 or 5706.7 shall have overfill protection in accordance with API 2350. An approved means or method in accordance with Section 5704.2.9.7.6 shall be provided to prevent the overfilling of Class IIIB liquid storage tanks connected to fuel-burning equipment inside buildings.

Exception: Outside aboveground tanks with a capacity of 1320 gallons (5000 L) or less need only comply with Section 5704.2.9.7.5, item 1, sub-item (1.1).

California Fire Code is hereby amended by adding Section 5704.2.7.5.9 to read:

5704.2.7.5.9 Automatic Filling of Tanks. Systems that automatically fill flammable or combustible liquid tanks shall be equipped with overfill protection, approved by the fire code official that sends an alarm signal to a constantly attended location and immediately stops the filling of the tank. The alarm signal and automatic shutoff shall be tested on an annual basis and records of such testing shall be maintained on-site for a period of five (5) years.

15.60.380 Special operations

California Fire Code is hereby amended by adding Section 5706.6.2.1 to read:

5706.6.2.1 Parking near residential, educational and institutional occupancies and other high-risk areas. Tank vehicles shall not be left unattended at any time on residential streets, or within 500 feet (152 m) of a residential area, apartment or hotel complex, educational facility, hospital or care facility. Tank vehicles shall not be left unattended at any other place that would, in the opinion of the fire code official, pose an extreme life hazard.

15.60.390 On-demand mobile fueling

California Fire Code is hereby amended by adding Section 5707.3.3 to read:

5707.3.3 Site plan. A site plan shall be developed for each location at which mobile fueling occurs. The site plan shall be in sufficient detail to indicate: all buildings, structures, lot lines, property lines, and appurtenances on site and their use or function; all uses adjacent to the lot lines of the site; fueling locations, the locations

of all storm drain openings and adjacent waterways or wetlands; information regarding slope, natural drainage, curbing, impounding and how a spill will be retained upon the site property; and the scale of the site plan.

15.60.400 Mobile gaseous fueling of hydrogen-fueled vehicles

California Fire Code is hereby amended by adding Section 5809.3 to read:

5809.3.4 Site plan. Other than emergency roadside service, a site plan shall be developed for each location at which mobile gaseous hydrogen fueling occurs. The site plan shall be in sufficient detail to indicate: all buildings, structures, lot lines, property lines and appurtenances on site and their use and function, and the scale of the site plan.

15.60.410 Highly toxic and toxic compressed gases

California Fire Code Section 6004.1 is hereby amended to read:

6004.1 General. The storage and use of highly toxic and toxic compressed gases shall comply with this section. Materials stored and used as a gas whether or not the material meets the definition of a compressed gas, and meets the definition of a highly toxic, and toxic shall comply with this Section.

6004.1.1 Special limitations for indoor storage and use by occupancy. The indoor storage and use of highly toxic, and toxic compressed gases in certain occupancies shall be subject to the limitations contained in Sections 6004.1.1.1 through 6004.1.1 .3.

6004.1.1.1 Group A, E, I or U occupancies. Highly toxic and toxic compressed gases shall not be stored or used within Group A, E, I or U occupancies.

Exception: Cylinders not exceeding 20 cubic feet (0.566 m³) at normal temperature and pressure (NTP) are allowed within gas cabinets or fume hoods.

6004.1.1.2 Group R occupancies. Highly toxic, and toxic compressed gases shall not be stored or used in Group R occupancies.

6004.1.1.3 Offices, retail sales and classrooms. Highly toxic, and toxic compressed gases shall not be stored or used in offices, retail sales or classroom portions of Group B, F, M or S occupancies.

Exception: In classrooms of Group B occupancies, cylinders with a capacity not exceeding 20 cubic feet (0.566 m³) at NTP are allowed in gas cabinets or fume hoods.

California Fire Code is hereby amended by adding Section 6004.1.5 to read:

6004.1.5 Emergency Control Station. Signals from emergency equipment used for highly toxic and toxic compressed gases shall be transmitted to a control stations, which are continually staffed by trained personnel. The signals to the emergency control station shall also be monitored by an approved third-party monitoring company that contact 911 in the event of an alarm.

California Fire Code is hereby amended by adding Section 6004.2.1.4 to read:

6004.2.1.4 Quantities exceeding the minimum threshold quantities but not exceeding the maximum allowable quantities per control area. The indoor storage or use of highly toxic, and toxic gases in amounts exceeding the minimum threshold quantities per control area set forth in Table 6004.2.1.4 but not exceeding

maximum allowable quantity per control area set forth in Table 5003.1.1(2) shall be in accordance with Sections 5001, 5003, 6001, 6004.1, and 6004.4.

California Fire Code is hereby amended by adding Table 6004.2.1.4 to read:

TABLE 6004.2.1.4 Minimum Threshold Quantities for Highly Toxic and Toxic Gases for Indoor Storage and Use	
Highly Toxic	20 cubic feet
Toxic	405 cubic feet

California Fire Code is hereby amended by adding Section 6004.4 to read:

6004.4 General indoor requirements. The general requirements applicable to the indoor storage and use of highly toxic, and toxic compressed gases shall be in accordance with Sections 6004.3.5.1 through 6004.3.10.

6004.4.1 Cylinder and tank location. Cylinders shall be located within gas cabinets, exhausted enclosures or gas rooms. Portable and stationary tanks shall be located within gas rooms or exhausted enclosures.

Exceptions: Where a gas detection system is provided in accordance with 6004.4.8

6004.4.2 Ventilated areas. The room or area in which gas cabinets or exhausted enclosures are located shall be provided with exhaust ventilation.

Gas cabinets or exhausted enclosures shall not be used as the sole means of exhaust for any room or area.

6004.4.3 Piping and controls. In addition to the requirements of Section 5003.2.2, piping and controls on stationary tanks, portable tanks, and cylinders shall comply with the following requirements:

1. Stationary tanks, portable tanks, and cylinders in use shall be provided with a means of excess flow control on all tank and cylinder inlet or outlet connections.

Exceptions:

1. Inlet connections designed to prevent backflow.
2. Pressure relief devices.

6004.4.4 Gas rooms. Gas rooms shall comply with Section 5003.8.4 and both of the following requirements:

1. The exhaust ventilation from gas rooms shall be directed to an exhaust system.
2. Gas rooms shall be equipped with an approved automatic sprinkler system. Alternative fire- extinguishing systems shall not be used.

6004.4.5 Treatment systems. The exhaust ventilation from gas cabinets, exhausted enclosures and gas rooms, required in Section 6004.4.1 shall be directed to a treatment system. The treatment system shall be utilized to handle the accidental release of gas and to process exhaust ventilation. The treatment system shall be designed in accordance with Sections 6004.2.2.7.1 through 6004.2.2.7.5 and Chapter 5 of the California Mechanical Code.

Exceptions:

1. Highly toxic, and toxic gases - storage. A treatment system is not required for cylinders, containers and tanks in storage where all of the following controls are provided:

1.1 Valve outlets are equipped with gas- tight outlet plugs or caps.

1.2 Hand wheel-operated valves have handles secured to prevent movement.

1.3 Approved containment vessels or containment systems are provided in accordance with Section 6004.2.2.3.

2. Highly toxic, and toxic gases - use. Treatment systems are not required for highly toxic, and toxic gases supplied by stationary tanks, portable tanks, or cylinders where a gas detection system complying with Section 6004.4.8 and listed or approved automatic-closing fail-safe valves are provided. The gas detection system shall have a sensing interval not exceeding 5 minutes. Automatic-closing fail-safe valves shall be located immediately adjacent to cylinder valves and shall close when gas is detected at the permissible exposure limit (PEL) by a gas sensor monitoring the exhaust system at the point of discharge from the gas cabinet, exhausted enclosure, ventilated enclosure or gas room.

6004.4.5.1 Design. Treatment systems shall be capable of diluting, adsorbing, absorbing, containing, neutralizing, burning or otherwise processing the contents of the largest single vessel of compressed gas.

Where a total containment system is used, the system shall be designed to handle the maximum anticipated pressure of release to the system when it reaches equilibrium.

6004.4.5.2 Performance. Treatment systems shall be designed to reduce the maximum allowable discharge concentrations of the gas to one-half immediately dangerous to life and health (IDLH) at the point of discharge to the atmosphere. Where more than one gas is emitted to the treatment system, the treatment system shall be designed to handle the worst-case release based on the release rate, the quantity and the IDLH for all compressed gases stored or used.

6004.4.5.3 Sizing. Treatment systems shall be sized to process the maximum worst-case release of gas based on the maximum flow rate of release from the largest vessel utilized. The entire contents of the largest compressed gas vessel shall be considered.

6004.4.5.4 Stationary tanks. Stationary tanks shall be labeled with the maximum rate of release for the compressed gas contained based on valves or fittings that are inserted directly into the tank. Where multiple valves or fittings are provided, the maximum flow rate of release for valves or fittings with the highest flow rate shall be indicated. Where liquefied compressed gases are in contact with valves or fittings, the liquid flow rate shall be utilized for computation purposes. Flow rates indicated on the label shall be converted to cubic feet per minute (cfm/min) (m³/s) of gas at normal temperature and pressure (NTP).

6004.4.5.5 Portable tanks and cylinders. The maximum flow rate of release for portable tanks and cylinders shall be calculated based on the total release from the cylinder or tank within the time specified in Table 6004.4.6. Where portable tanks or cylinders are equipped with approved excess flow or reduced flow valves, the worst-case release shall be determined by the maximum achievable flow from the valve as determined by the valve manufacturer or compressed gas supplier. Reduced flow and excess flow valves shall be permanently marked by the valve manufacturer to indicate the maximum design flow rate. Such markings shall indicate the flow rate for air under normal temperature and pressure.

6004.4.6. Emergency power. Emergency power shall be provided for the following systems in accordance with Section 604:

1. Exhaust ventilation system.
2. Treatment system.
3. Gas detection system.
4. Smoke detection system.

6004.3.6.1 Fail-safe systems. Emergency power shall not be required for mechanical exhaust ventilation and treatment systems where approved fail-safe systems are installed and designed to stop gas flow.

6004.4.7 Automatic fire detection system. An approved automatic fire detection system shall be installed in rooms or areas where highly toxic, and toxic compressed gases are stored or used. Activation of the detection system shall sound a local alarm. The fire detection system shall comply with Section 907.

6004.4.8 Gas detection system. A gas detection system complying with Section 916 shall be provided to detect the presence of gas at or below the PEL or ceiling limit of the gas for which detection is provided.

Exceptions:

1. A gas detection system is not required for toxic gases when the physiological warning threshold level for the gas is at a level below the accepted PEL for the gas.
2. A gas detection system is not required for highly toxic, and toxic gases where cylinders, portable tanks, and all non-continuously welded connects are within a gas cabinet or exhausted enclosures.

6004.4.8.1 Alarms. The gas detection system shall initiate a local alarm and transmit a signal to an approved location.

6004.4.8.2 Shut off of gas supply. The gas detection system shall automatically close the shut off valve at the source on gas supply piping and tubing related to the system being monitored for whichever gas is detected.

Exception: Emergency shutoff valves that are ready access and constantly attended/supervised.

15.60.420 General – liquefied petroleum gases

California Fire Code Section 6101.3 is hereby amended to read:

6101.3 Construction documents. Where a LP-gas container is 250 gallons or greater in water capacity, the installer shall submit construction documents for such installation.

15.60.430 Use – pyrophoric materials

California Fire Code is hereby amended by adding Section 6405.3.1 to read:

6405.3.4 Silane distribution systems automatic shutdown. Silane distribution systems shall automatically shut down at the source upon activation of the gas detection system at levels above the alarm level and/or failure of the ventilation system for the silane distribution system.”

SECTION 2: Ordinances repealed. With the exception of the provisions protected by the savings clause, all ordinances (or parts of ordinances) in conflict with or inconsistent with this ordinance are hereby repealed.

SECTION 3: Savings clause. The changes provided for in this ordinance shall not affect any offense or act committed or done or any penalty or forfeiture incurred or any right established or accruing before the effective date of this ordinance; nor shall it affect any prosecution, suit, or proceeding pending or any judgment rendered prior to the effective date of this ordinance. All fee schedules shall remain in force until superseded by the fee schedules adopted by the City Council.

SECTION 4: Effective date. This ordinance shall take effect thirty (30) days after its final adoption; however, prior to its final adoption it shall be published in accordance with the requirements of Section 808 and 812 of “The Charter of the City of Santa Clara, California” as well as California Government Code Sections 50022.2, 50022.3, and 6066.

PASSED FOR THE PURPOSE OF PUBLICATION this XX day of XXXXXX, 2019, by the following vote:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST:

NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA,
FINDING AND DETERMINING THE NEED FOR MODIFICATIONS
TO THE CALIFORNIA FIRE CODE, 2019 EDITION**

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, the State of California recently adopted and amended the 2018 International Fire Code, establishing the 2019 California Fire Code;

WHEREAS, the 2019 California Fire Code will automatically go into effect on January 1, 2020;

WHEREAS, the 2019 California Fire Code is contained within, and is a subset of, the California Building Standards Code, which may be amended by a local jurisdiction to establish more restrictive standards, pursuant to California Health and Safety Code, §18941.5 and §17958, et seq.;

WHEREAS, restrictive standards established by a local jurisdiction pursuant to this authority must be reasonably necessary because of local climatic, geological, or topographical conditions;

WHEREAS, restrictive standards established by a local jurisdiction must be supported by the findings required by Health and Safety Code §17958, et seq.;

WHEREAS, the City of Santa Clara Fire Department has worked with other Santa Clara County Fire Agencies in the Santa Clara County Fire Code Work Group to develop necessary amendments to the California and International Fire Code; and,

WHEREAS, the City of Santa Clara ("City") finds it necessary to amend the 2019 California Fire Code, as adopted and amended by the State of California, in order to maintain a reasonable degree of fire and life safety within the City because of local climatic, geological, and/or topographical conditions.

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That it finds and determines there is a need to adopt the changes or modifications because of local climatic, geological, and/or topographical conditions.

A. Climatic.

a. Precipitation. Average annual rainfall for the City is approximately 18.9 inches per year. The region continues to experience extended periods of drought. The most recent drought required implementation of the City's Water Shortage Contingency Plan in 2014. Following the 2016-2017 winter season, which brought record levels of rain and snow, the region experienced widespread flooding. This cyclical pattern of extreme weather is expected to continue, increasing the fire and flood risk as the impacts of global warming intensify. Each of these cycles has the potential of adversely impacting the fire department's capabilities, from staffing to response times.

b. Relative Humidity. The average relative humidity ranges from 50% during daytime to 70% at night. It drops to approximately 40% during the summer months and occasionally exceeds 80% in the winter months.

c. Temperatures. Temperatures have been recorded as high as 109° F. and as low as 19°F. Average summer highs are in the 78°–82° F. range and winter lows average 28°–35° F.

d. Winds. Prevailing winds are from the Northwest. However, winds are experienced from virtually every direction throughout the year. Velocities are generally in the 5-mph to 15-mph range, with a mean speed of 5.8 mph, and gusts ranging from 7.4 mph to 30 mph, particularly during the summer months. Extreme winds, up to 60 mph, have been recorded.

e. Climatic Summary. These local climatic conditions affect the acceleration, intensity, and size of fires in the community. Times of little or no rainfall, low humidity, and high temperatures create extremely hazardous fire conditions, particularly as they relate to vegetation and combustible construction. These impacts are only expected to grow as the region's population increases and the

effects of global warming intensify. The winds experienced in the Santa Clara area can have a tremendous impact upon structure fires where buildings are in close proximity to one another, which is commonly found in the City. During structure fires, winds can carry embers and burning brands to other structures, spreading the fire and posing the risk of conflagration. In building fires, winds can force fires back into the building and can create a “blowtorch effect,” increasing the fire’s intensity and speed of spread throughout the building.

B. Geological and Topographical

a. Geographic Location. The City of Santa Clara is located in Santa Clara Valley and is approximately 45 miles south of San Francisco and 382 miles north of Los Angeles.

b. Seismic Location. The City of Santa Clara is situated on alluvial soils between San Francisco Bay and the San Andreas Fault zone. The City's location makes its taller and older structures particularly vulnerable to damage caused by significant seismic events. The relatively young geological processes that created the San Francisco Bay Area are still active today. Seismically, the City sits between two active earthquake faults (San Andreas and the Hayward/Calaveras) and other potentially active faults. According to the Association of Bay Area Governments, the City of Santa Clara is located in a very high-risk seismic zone. This zone includes the City's industrial area, which contains the largest concentration of hazardous materials, and has seen a significant increase in high-density residential development.

c. Seismic Events, Fire and Hazardous Material Releases. Fire following an earthquake may potentially cause greater loss of life and damage than the earthquake itself. A large number of residential dwellings in the City have combustible roofs, which add significantly to the risk of structural fires after an

earthquake. Should a significant seismic event occur, hazardous materials, particularly toxic gases, could pose the greatest threat to the largest number of people. In the event of a widespread catastrophic event, public safety service resources would be seriously impacted, and possibly unavailable to effectively respond to all emergencies.

d. Other variables increase the risk from fire and hazardous material releases after a major earthquake including:

1. The extent of damage to the water system;
2. The extent of isolation due to bridge and/or freeway overpass collapse;
3. The extent of roadway damage and/or amount of debris blocking the roadways;
4. Climatic conditions (hot, dry weather with high winds);
5. The time of day will influence the amount of traffic on roadways and could intensify the risk to life during normal business hours;
6. The availability of timely mutual aid or military assistance;
7. The concentration of combustible structures (wood frame) in the residential, mercantile and light industrial zones.

e. Soil Conditions. The City lies at the southern end of San Francisco Bay and is built atop the alluvial deposits that surround the margins of the Bay. The alluvium was created by the flooding of the many streams emptying into the San Francisco Bay depression, and from intermittent seawater inundation that has occurred over the last 2 or 3 million years. The areas closest to the Bay are overlain by unconsolidated fine silty clay, known as Bay Mud, which varies in thickness from a few feet to as much as 30 feet. Generally, the older, more stable alluvium is located to the south and the younger, less stable material is located to

the north. Bedrock lies beneath the area at depths of 300 feet or more.

f. Topography. The topography is essentially flat, dropping from an elevation of 94 feet to sea level. The slope across the City is in a northeasterly direction from the high point in the southwest corner to the Bay. The average slope is approximately 0.9%.

g. Geographical and Topographical Summary. The stated local geological and topographical conditions increase the magnitude, exposure, accessibility problems and fire hazards presented to the Fire Department. Beneath the City of Santa Clara are thick layers of sand, gravel and clay, known as alluvium, which amplify the effects of earthquakes. Based on the damage caused in Santa Clara Valley by the 1906 and 1989 earthquakes and the poor performance of alluvial deposits during earthquakes, the City of Santa Clara areas could be subject to severe damage as a result of a major earthquake.

C. Related City Information:

a. Size and Population. The City of Santa Clara is the third largest city in Santa Clara County. The City occupies a total of 19.3 square miles and has a population of 129,499 according to 2018 US census data. With the opening of the Levi's Stadium in 2014 we have seen the transitory population increase to more than 200,000 during events.

b. Future Development. The City is in the process of developing three sites North of the Bayshore Freeway. Over the next 10-20 years the number of residential units could grow by as many as 15,000 units. The City is also in the planning phase of two major Specific Plans that could see a significant increase in density, as well as much taller buildings over the next 20 years.

c. Public Safety. The Fire Department is comprised of 167 employees in ten stations located throughout the City. The City Fire Department Insurance Service

Organization Classification (ISO Rating) is Class 2, with adjacent areas rated between Class 2 and Class 9.

d. Fire Prevention. The City's fire prevention and hazardous materials philosophy requires that fire detection and suppression occur as quickly as possible to minimize loss of life, property, and the environment. For these reasons, the most advanced fire detection, suppression, and hazardous materials alarms and mitigation measures (such as scrubbers) are required for most new development within the City. The City has also participated in the County Fire Marshals Association code development process for more than four decades, developing local amendments specific to our needs while maintaining consistency within the county.

e. Traffic. The number of vehicle miles driven in the City has steadily increased over the past decade. Considerable effort is being made to improve conditions impacting traffic in order to ease the crush of commuters through the City. Due to the City's high concentration of jobs, much of the peak traffic (about 75%) consists of nonresidents travelling to or through Santa Clara. The impact of current and future planned developments on traffic conditions will continue to affect the delivery of emergency services.

f. Industry. The City of Santa Clara is the site of more than 1,000 regulated manufacturing, and research and development companies. In addition, to the Fire Code regulations, the Fire Department is a designated Certified Unified Program Agency (CUPA) by Cal-EPA. The largest of these regulated facilities produce a wide range of products, including but not limited to electronic equipment, communication equipment and fiberglass. Many of these manufacturing and research industries use toxic, flammable and explosive chemicals, and other materials in potentially hazardous combinations. Special precautions are required

to minimize the risk to adjoining properties which have recently seen the development of high-density housing around many of these facilities.

g. Zoning. The City of Santa Clara is updating its Zoning Code. The City's update will make the code consistent with state and federal law and the direction provided in the 2010–2035 General Plan. All property and land uses in the City are governed by the City's General Plan. The Santa Clara General Plan is a road map to the future that encompasses the hopes, aspirations, values and dreams of the community. The time frame of the Plan is 2010-2035. The Plan contains the City's official policies on land use and community design, transportation, housing, environmental resources and health and safety.

h. Proximity of Industrial and Residential Uses. High-density residential uses are located near high-risk industries, necessitating specialized fire protection, and hazardous materials regulations being implemented to ensure an adequate level of safety for life, property and the environment.

i. Transportation. The City of Santa Clara is divided by an interstate highway, which could potentially negatively affect fire suppression response times during any nature disaster or significant event.

j. Buildings, Landscaping and Clearances. Many of the designs of the newer large buildings and building complexes greatly limit visibility, approach and accessibility by Public Safety resources. Many houses and other buildings with wood roofs and/or siding are so close together that fire can readily spread by both radiation and convection.

k. Water Supply. The City of Santa Clara supplies its own water for commercial and residential needs. Water services are provided to residents and businesses in the City of Santa Clara by the Water Utility. The Water System consists of approximately 335 miles of water mains, 26 wells and 7 storage tanks

with approximately 28.8 million gallons of water capacity. Sources available to the City include an extensive local underground aquifer and imported water supplies delivered by two wholesale water agencies: the Santa Clara Valley Water District (SCVWD) and the San Francisco Hetch-Hetchy system.

I. Electric Power. The City of Santa Clara operates its own electric utility company, Silicon Valley Power (SVP). SVP currently provides over 40 percent of Santa Clara's electricity from carbon free renewable resources. In addition to using green energy from large-scale wind, solar, geothermal and hydroelectric projects outside of the area, SVP employs innovative ways to locally produce electricity by capturing and burning methane gas from a closed city landfill and using power from solar generating systems on city-owned garages and vacant, unusable land. SVP participates in new technologies such as fiber optic networks, citywide Wi-Fi, advanced metering, digital substation controls, fuel cells, and server virtualization, working to enhance the electric utility.

D. **Specific Findings.** In addition to changes justified on administrative grounds or by all of the general findings, several substantive sections are justified specifically.

2. The following amendments to the 2019 Fire Code are considered building standards and are listed with the applicable climatic, geologic and topographic conditions:

315.8 Lithium Battery Storage and Handling. The storage and handling of lithium ion and lithium metal batteries or cells in quantities exceeding 1,000 pounds (4086 kg) shall comply with Section 315.8.1 through 315.8.10, and Chapter 32 where applicable.

315.8.1 Permits. Permits shall be required as set forth in Section 105.6.27.

315.8.2 Maximum quantity in a fire area. The aggregate amount of lithium batteries stored and handled in a single fire area shall not exceed 9,000 pounds (4086 kg).

315.8.3 Construction requirements. Fire areas shall be separated from each other by fire barriers having not less than 2-hour fire resistance rating constructed in accordance with Section

707 of the Building Code and horizontal assemblies constructed in accordance with Section 711 of the Building Code.

315.8.4 Number of fire areas. The maximum number of fire areas within a building shall be four.

315.8.5 Group H, Division 2 occupancy. Storage and handling of more than 9,000 pounds of lithium batteries per fire area shall be in an approved Group H, Division 2 occupancy constructed in accordance with the Building Code and provided throughout with approved automatic smoke detection and radiant-energy detection systems.

315.8.6 Automatic sprinkler system. Buildings containing fire areas used for lithium battery storage or handling shall be equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1. The design of the sprinkler system within each fire area shall not be less than that required for Extra Hazard Group 2 with a minimum design area of 3,000 square feet. Where the storage arrangement is required by other provisions of this code to be provided with a higher level of sprinkler system protection, the higher level of sprinkler system protection shall be provided.

315.8.7 Automatic smoke detection system. An approved automatic smoke detection system that activates an approved occupant notification system shall be provided throughout each fire area in accordance with Section 907.

315.8.8 Radiant energy detection. An approved radiant-energy detection system that activates an approved occupant notification system shall be installed throughout each fire area in accordance with Section 907.

315.8.9 Collection containers. Containers used to collect or store lithium batteries shall be noncombustible and shall not have an individual capacity exceeding 30 gallons (113.6 L), or be approved for transportation in accordance with the Department of Transportation (DOTn).

315.8.10 Storage configuration. Lithium batteries shall be considered a high-hazard commodity in accordance with Chapter 32 and where applicable, lithium battery storage shall comply with Chapter 32 in addition to Section 315.8.

General Finding: Energy storage systems are susceptible to cataphoric failure from flooding and seismic events. These energy storage systems produce hydrogen which can cause the rapid development of a fire and the metal components are high water reactive. The decomposition of the batteries also pose a significant environmental hazards if not properly contained.

CLIMATIC FINDINGS:

Climatic Summary. The local climatic conditions in the City of Santa Clara can affect the acceleration, intensity, and size of fire in the community. Times of little or no rainfall, low humidity, and high temperatures create extremely hazardous fire conditions, particularly as they relate to wood shake and shingle roof fires. The winds experienced in the Santa Clara area can have a tremendous impact upon structure fires where buildings are in close proximity to one another, which is commonly found in the City. During wood shake and shingle roof fires, or exposure fires, winds can carry sparks and burning brands to other structures, thus spreading the fire and causing conflagrations. In building fires, winds can literally force fires back into the building and can create a blowtorch effect, in addition to preventing "natural" ventilation and cross-ventilation efforts.

GEOLOGIC AND TOPOGRAPHIC CONDITIONS:

Seismic Location. The City of Santa Clara is situated on alluvial soils between San Francisco Bay and the San Andreas Fault zone. The City's location makes its taller and older structures particularly vulnerable to damage caused by significant seismic events. The relatively young geological processes that have created the San Francisco Bay Area are still active today. Seismically, the City sits between two active earthquake faults (San Andreas and the Hayward/Calaveras) and other potentially active faults. According to the Association of Bay Area Governments the City of Santa Clara is located in a very high-risk seismic zone. This includes the industrial area, which contains the largest concentration of hazardous materials.

Seismic Events, Fire and Hazardous Material Releases. Fire following an earthquake has the

potential of causing greater loss of life and damage than the earthquake itself. A large number of residential dwellings in the City have combustible roofs which add significantly to the risk of structural fires after an earthquake. Should a significant seismic event occur, hazardous materials, particularly toxic gases could pose the greatest threat to the largest number of people. In the event of a widespread catastrophic event, public safety service resources would be seriously impacted and maybe unavailable to effectively respond to all emergencies. Other variables may tend to increase the risk from fire and hazardous material releases after a major earthquake:

1. The extent of damage to the water system;
2. The extent of isolation due to bridge and/or freeway overpass collapse;
3. The extent of roadway damage and/or amount of debris blocking the roadways;
4. Climatic conditions (hot, dry weather with high winds);
5. Time of day will influence the amount of traffic on roadways and could intensify the risk to life during normal business hours;
6. The availability of timely mutual aid or military assistance;
7. The concentration of combustible structures (wood frame) in the residential, mercantile and light industry zones.

Geographical and Topographical Summary. The stated local geological and topographical conditions increase the magnitude, exposure, accessibility problems and fire hazards presented to the fire. Lying beneath the City are thick layers of sand, gravel and clay, known as alluvium, which amplify the effects of earthquakes. Based on the damage caused in Santa Clara Valley by the 1906 earthquake and the poor performance of alluvial deposits during earthquakes, areas in the City of Santa Clara could be subject to severe damage as a result of a major earthquake.

504.5 Access Control Devices. When access control devices including bars, grates, gates, electric or magnetic locks or similar devices, which would inhibit rapid fire department

emergency access to within and throughout the building, are installed, such devices shall be approved by the fire code official. All electrically powered access control devices shall be provided with an approved means for deactivation or unlocking from a single location or otherwise approved by the fire code official or his/her designee. Access control devices shall also comply with Chapter 10 Egress.

General Finding: Unimpeded access into buildings during a natural disaster like an earthquake or flood are essential to public safety. Access control devices can directly and negatively impact the ability of emergency responders to rescue individuals that may be trapped within a building.

CLIMATIC FINDINGS:

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earthquakes, areas in the City of Santa Clara could be subject to severe damage as a result of a major earthquake.

508.1.2 Separation. The fire command center shall be separated from the remainder of the building by not less than a 2-hour fire barrier constructed in accordance with Section 707 of the California Building Code or horizontal assembly constructed in accordance with Section 711 of the California Building Code, or both.

General Finding: After a seismic event the upgraded construction of the room will provide emergency responders a protected area in which operate safely for longer durations if a fire were to occur.

CLIMATIC FINDINGS:

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earthquakes, areas in the City of Santa Clara could be subject to severe damage as a result of a major earthquake.

903.2 Where required. Approved automatic sprinkler systems in new and existing buildings and structures shall be provided in the locations described in this Section or Sections 903.2.1 through 903.2.12 whichever is the more restrictive. For the purposes of this section, firewalls and fire barriers used to separate building areas shall be constructed in accordance with the California Building Code and shall be without openings or penetrations.

1. An automatic sprinkler system shall be installed throughout all new buildings and structures greater than 1,000 square feet.

Exception: Group S-2 or U occupancies used exclusively for vehicle parking or solar arrays that do not exceed 5000 square feet.

2. An automatic sprinkler system shall be provided throughout existing Group A, B, E, F, I, L, M, R, S and U buildings and structures, when additions are made that increase the buildings square footage by more than 1200 square feet or the building total square footage exceeds 3,600 square feet.

3. Any change of occupancy or change in use of any building when that change in use would place the building into a more hazardous division of the same occupancy group.

General Finding: The weather, including high temperatures and winds, can significantly increase the chance that a structure fire can spread to neighboring properties. Automatic fire sprinkler systems have a proven track record for containing fires and allowing for the control of fires by fewer firefighters than structures not protected by fire sprinklers. Structures equipped with automatic fire sprinklers significantly reduce the likelihood that a fire will spread to neighboring properties.

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Seismic Events, Fire and Hazardous Material Releases. Fire following an earthquake has the potential of causing greater loss of life and damage than the earthquake itself. A large number of residential dwellings in the City of Santa Clara have combustible roofs which add significantly to the risk of structural fires after an earthquake.

Should a significant seismic event occur, hazardous materials, particularly toxic gases could

pose the greatest threat to the largest number of people. In the event of widespread catastrophic event, public safety service resources would be seriously impacted and maybe unavailable to effectively respond to all emergencies.

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3304.9 Fire Walls. When firewalls are required in combustible construction, the wall construction shall be completed (with all openings protected) immediately after the building is sufficiently weather-protected at the location of the wall(s).

General Finding: The risk of fire for a building is usually greatest during its construction phase. The intensity of a fire involving a building under construction is directly influenced by

challenging weather conditions, including but not limited to high temperatures, and winds. Firewalls have demonstrated effectiveness in aiding in the control of fires involving buildings under construction.

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3308.5 Fire protection. All wood frame construction projects exceeding three stories in height, except R-3 occupancies shall be provided with a listed fire alarm system provided with linear heat detection during construction. The fire alarm system is required to be monitored by a listed

monitoring company. A permit for the installation and subsequent modifications of the system are required. The design and installation shall comply with the fire departments fire alarm for construction sites standard.

General Finding: The risk of fire is greatest during the construction when wood members are exposed and fire suppression, and detection system are not installation or functional. The intensity of a fire involving a building under construction is directly influenced by challenging weather conditions, including but not limited to high temperatures, and winds. Given the rapid development of these fires and the impacts posed to construction works, emergency responders, and the community early detection and initiation of an effective response is essential.

CLIMATIC FINDINGS:

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Should a significant seismic event occur, hazardous materials, particularly toxic gases could pose the greatest threat to the largest number of people. In the event of widespread catastrophic event, public safety service resources would be seriously impacted and maybe unavailable to effectively respond to all emergencies.

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3308.9. Construction Site Security. Construction projects exceeding three stories in height, or when determined necessary by the fire code official shall have an electronic security system installed, except for R-3 occupancies, during construction. The electronic data is required to be maintained 24-hours a day, seven days a week. The data is required to be maintained for a minimum of 30-days off-site and made available to the fire department upon request. The electronic security camera layout plan shall be incorporated into the construction safety plan and is required to be approved prior to the start of construction.

General Finding: The risk of fire is greatest during the construction when wood members are exposed and fire suppression, and detection system are not installation or functional. The intensity of a fire involving a building under construction is directly influenced by challenging weather conditions, including but not limited to high temperatures, and winds. Given the rapid development of these fires and the impacts posed to construction works, emergency responders, and the community early detection and initiation of an effective response is essential.

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1. The extent of damage to the water system;
2. The extent of isolation due to bridge and/or freeway overpass collapse;
3. The extent of roadway damage and/or amount of debris blocking the roadways;
4. Climatic conditions (hot, dry weather with high winds);

5. Time of day will influence the amount of traffic on roadways and could intensify the risk to life during normal business hours;
6. The availability of timely mutual aid or military assistance;
7. The concentration of combustible structures (wood frame) in the residential, mercantile and light industry zones.

Geographical and Topographical Summary. The stated local geological and topographical conditions increase the magnitude, exposure, accessibility problems and fire hazards presented to the fire. Lying beneath the City of Santa Clara are thick layers of sand, gravel and clay, known as alluvium, which amplify the effects of earthquakes. Based on the damage caused in Santa Clara Valley by the 1906 earthquake and the poor performance of alluvial deposits during earthquakes, areas in the City of Santa Clara could be subject to severe damage as a result of a major earthquake.

3311.1 Stairways Required. Each level above the first story in multi-story buildings that require two exit stairways shall be provided with at least two usable exit stairways after the floor decking is installed. The stairways shall be continuous and discharge to grade level. Stairways serving more than two floor levels shall be enclosed (with openings adequately protected) after exterior walls/windows are in place. Exit stairs in new and in existing, occupied buildings shall be lighted and maintained clear of debris and construction materials at all times.

Exception: For multi-story buildings, one of the required exit stairs may be obstructed on not more than two contiguous floor levels for the purposes of stairway construction (i.e., installation of gypsum board, painting, flooring, etc.).

General Finding: The risk of fire for a building is usually greatest during its construction phase. The intensity of a fire involving a building under construction is directly influenced by challenging weather conditions, including but not limited to high temperatures, and winds. Since a building under construction does not generally have active fire protection systems, it is essential to have two unobstructed means egress for the occupants to evacuate the building in

an emergency.

CLIMATIC FINDINGS:

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Seismic Events, Fire and Hazardous Material Releases. Fire following an earthquake has the potential of causing greater loss of life and damage than the earthquake itself. A large number of residential dwellings in the City of Santa Clara have combustible roofs which add significantly to the risk of structural fires after an earthquake.

Should a significant seismic event occur, hazardous materials, particularly toxic gases could

pose the greatest threat to the largest number of people. In the event of widespread catastrophic event, public safety service resources would be seriously impacted and maybe unavailable to effectively respond to all emergencies.

Other variables may tend to increase the risk from fire and hazardous material releases after a major earthquake:

1. The extent of damage to the water system;
2. The extent of isolation due to bridge and/or freeway overpass collapse;
3. The extent of roadway damage and/or amount of debris blocking the roadways;
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5003.1.5 Additional Spill Control and Secondary Containment Requirements. In addition to the requirements set forth in Section 5004.2. An approved containment system is required for any quantity of hazardous materials that are liquids or solids at normal temperature, and pressure (NTP) where a spill is determined to be a plausible event and where such an event would endanger people, property or the environment. The approved containment system may be

required to include a combination of spill control and secondary containment meeting the design and construction requirements set forth in Section 5004.2.

General Finding: The potential for hazardous material releases during a seismic event are an outcome that must be addressed. Additional spill and secondary containment requirements address the potential hazards essential for the protection of occupants, emergency responders, and the community.

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5003.2.2.1 Design and Construction. Piping, tubing, valves, fittings and related components used for hazardous materials shall be in accordance with the following:

1. Piping, tubing, valves, fittings and related components shall be designed and fabricated from materials compatible with the material to be contained and shall be of adequate strength and durability to withstand the pressure, structural and seismic stress, and exposure to which they are subject.

2. Piping and tubing shall be identified in accordance with ASME A13.1 and the Santa Clara Fire Department Marking Requirements and Guidelines for Hazardous Materials and Hazardous Waste to indicate the material conveyed.

3. Readily accessible manual valves or automatic remotely activated fail-safe emergency shutoff valves shall be installed on supply piping and tubing at the following locations:

1. The point of use.
2. The tank, cylinder or bulk use.
4. Manual emergency shutoff valves and controls for remotely activated emergency shutoff valves shall be identified and the location shall be clearly visible accessible and indicated by means of a sign.
5. Backflow prevention or check valves shall be provided when the backflow of hazardous materials could create a hazardous condition or cause the unauthorized discharge of hazardous materials.
6. Where gases or liquids having a hazard ranking of:
 1. Health Class 3 or 4
 2. Flammability Class 4
 3. Instability Class 4

in accordance with NFPA 704 are carried in pressurized piping above 15 pounds per square inch gauge (psig)(103 Kpa), an approved means of leak detection,

emergency shutoff or excess flow control shall be provided. Where the piping originates from within a hazardous material storage room or area, the excess flow control shall be located within the storage room or area. Where the piping originates from a bulk source, the excess flow control shall be located as close to the bulk source as practical.

Exceptions:

1. Piping for inlet connections designed to prevent backflow.
2. Piping for pressure relief devices.
7. Secondary containment or equivalent protection from spills or leaks shall be provided for piping for liquid hazardous materials and for highly toxic and toxic corrosive gases above threshold quantities listed in Tables 6004.2 and 6004.3. Secondary containment includes but is not limited to double-walled piping.

Exceptions:

1. Secondary containment is not required for toxic corrosive gases if the piping is constructed of inter materials.
2. Piping under sub-atmospheric conditions if the piping is equipped with an alarm and fail-safe-to-close valve activated by a loss of vacuum.
8. Expansion chambers shall be provided between valves whenever the regulated gas may be subjected to thermal expansion. Chambers shall be sized to provide protection for piping and instrumentation and to accommodate the expansion of regulated materials.

General Finding: The accidental release of hazardous materials can threaten large numbers of people and the environment due to the spread of the gases by winds. Specialized piping, and secondary containment measures are designed to help reduce the chances of an accidental release of hazardous materials.

CLIMATIC FINDINGS:

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Should a significant seismic event occur, hazardous materials, particularly toxic gases could pose the greatest threat to the largest number of people. In the event of widespread catastrophic event, public safety service resources would be seriously impacted and maybe unavailable to

effectively respond to all emergencies.

Other variables may tend to increase the risk from fire and hazardous material releases after a major earthquake:

1. The extent of damage to the water system;
2. The extent of isolation due to bridge and/or freeway overpass collapse;
3. The extent of roadway damage and/or amount of debris blocking the roadways;
4. Climatic conditions (hot, dry weather with high winds);
5. Time of day will influence the amount of traffic on roadways and could intensify the risk to life during normal business hours;
6. The availability of timely mutual aid or military assistance;
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5003.2.2.2 Additional Regulation for Supply Piping for Health Hazard Materials. Supply piping and tubing for gases and liquids having a health hazard ranking of 3 or 4 shall be in accordance with ASME B31.3 and the following:

1. Piping and tubing utilized for the transmission of toxic, highly toxic, or highly volatile corrosive liquids and gases shall have welded or brazed connections throughout except for connections within an exhausted enclosure if the material is a gas, or an approved method of drainage or containment is provided for connections if the material is a liquid.

2. Piping and tubing shall not be located within corridors, within any portion of a means of egress required to be enclosed in fire-resistance-rated construction or in concealed spaces in areas not classified as Group H Occupancies.

Exception: Piping and tubing within the space defined by the walls of corridors and the floor or roof above or in concealed space above other occupancies when installed in accordance with Section 415.8.6.3 of the California Building Code as required for Group H, Division 5 Occupancies.

3. All primary piping for toxic, highly toxic and moderately toxic gases shall pass a helium leak test of 1×10^{-9} cubic centimeters/second where practical, or shall pass testing in accordance with an approved, nationally recognized standard. Tests shall be conducted by a qualified "third party" not involved with the construction of the piping and control systems.

General Finding: The accidental release of hazardous materials can threaten large numbers of people and the environment due to the spread of the gases by winds. Threaded or flanged connections pose a significant risk of a release of hazardous materials.

General Finding: The accidental release of hazardous materials can threaten large numbers of people and the environment due to the spread of the gases by winds. Additional piping safeguards are designed to help reduce the chance of an accidental release of hazardous materials.

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Seismic Events, Fire and Hazardous Material Releases. Fire following an earthquake has the potential of causing greater loss of life and damage than the earthquake itself. A large number of residential dwellings in the City of Santa Clara have combustible roofs which add significantly to the risk of structural fires after an earthquake.

Should a significant seismic event occur, hazardous materials, particularly toxic gases could pose the greatest threat to the largest number of people. In the event of widespread catastrophic event, public safety service resources would be seriously impacted and maybe unavailable to effectively respond to all emergencies.

Other variables may tend to increase the risk from fire and hazardous material releases after a major earthquake:

1. The extent of damage to the water system;
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5003.9.11 Fire Extinguishing Systems for Workstations Dispensing, Handling or Using Hazardous Materials. Combustible and non-combustible workstations, which dispense, handle or use hazardous materials, shall be protected by an approved automatic fire extinguishing system in accordance with Section 2703.10, unless otherwise approved.

General Finding: The accidental release of hazardous materials can threaten large numbers of people and the environment due to the spread of the gases by winds. Quickly detecting and extinguishing fires involving hazardous materials is the most effective means of controlling an event.

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6004.1 General. The storage and use of highly toxic and toxic compressed gases shall comply with this section. Materials stored and used as a gas whether or not the material meets the definition of a compressed gas, and meets the definition of a highly toxic, and toxic shall comply with this Section.

6004.1.1 Special limitations for indoor storage and use by occupancy. The indoor storage and use of highly toxic, and toxic compressed gases in certain occupancies shall be subject to the limitations contained in Sections 6004.1.1.1 through 6004.1.1 .3.

6004.1.1.1 Group A, E, I or U occupancies. Highly toxic and toxic compressed gases shall not be stored or used within Group A, E, I or U occupancies.

Exception: Cylinders not exceeding 20 cubic feet (0.566 m³) at normal temperature and pressure (NTP) are allowed within gas cabinets or fume hoods.

6004.1.1.2 Group R occupancies. Highly toxic, and toxic compressed gases shall not be stored or used in Group R occupancies.

6004.1.1.3 Offices, retail sales and classrooms. Highly toxic, and toxic compressed gases shall not be stored or used in offices, retail sales or classroom portions of Group B, F, M or S occupancies.

Exception: In classrooms of Group B occupancies, cylinders with a capacity not exceeding 20 cubic feet (0.566 m³) at NTP are allowed in gas cabinets or fume hoods.

General Finding: The accidental release of hazardous materials can threaten large numbers of people and the environment due to the spread of the gases by winds. Limiting the quantity of material and in which occupancy toxic gases can be stored is an effective means of controlling those hazards.

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6004.1.5 Emergency Control Station. Signals from emergency equipment used for highly toxic and toxic compressed gases shall be transmitted to control stations, which are continually staffed by trained personnel. The signals to the emergency control station shall also be monitored by an approved third-party monitoring company that will contact 911 in the event of an alarm.

General Finding: The accidental release of toxic gases can threaten large numbers of people due to the spread of the gases by winds. Early detection and accurate notification to emergency responders is essential to the control and mitigation of an emergency event.

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6004.4 General indoor requirements. The general requirements applicable to the indoor storage and use of highly toxic, and toxic compressed gases shall be in accordance with Sections 6004.3.5.1 through 6004.3.10.

6004.4.1 Cylinder and tank location. Cylinders shall be located within gas cabinets, exhausted enclosures or gas rooms. Portable and stationary tanks shall be located within gas rooms or exhausted enclosures.

Exceptions: Where a gas detection system is provided in accordance with 6004.4.8

6004.4.2 Ventilated areas. The room or area in which gas cabinets or exhausted enclosures are located shall be provided with exhaust ventilation. Gas cabinets or exhausted enclosures shall not be used as the sole means of exhaust for any room or area.

6004.4.3 Piping and controls. In addition to the requirements of Section 5003.2.2, piping and controls on stationary tanks, portable tanks, and cylinders shall comply with the following requirements:

1. Stationary tanks, portable tanks, and cylinders in use shall be provided with a means of excess flow control on all tank and cylinder inlet or outlet connections.

Exceptions:

1. Inlet connections designed to prevent backflow.
2. Pressure relief devices.

6004.4.4 Gas rooms. Gas rooms shall comply with Section 5003.8.4 and both of the following requirements:

1. The exhaust ventilation from gas rooms shall be directed to an exhaust system.
2. Gas rooms shall be equipped with an approved automatic sprinkler system.

Alternative fire- extinguishing systems shall not be used.

6004.4.5 Treatment systems. The exhaust ventilation from gas cabinets, exhausted enclosures and gas rooms, required in Section 6004.4.1 shall be directed to a treatment system. The treatment system shall be utilized to handle the accidental release of gas and to process exhaust ventilation. The treatment system shall be designed in accordance with Sections 6004.2.2.7.1 through 6004.2.2.7.5 and Chapter 5 of the California Mechanical Code.

Exceptions:

1. Highly toxic, and toxic gases - storage. A treatment system is not required for cylinders, containers and tanks in storage where all of the following controls are provided:
 - 1.1 Valve outlets are equipped with gas- tight outlet plugs or caps.
 - 1.2 Hand wheel-operated valves have handles secured to prevent movement.
 - 1.3 Approved containment vessels or containment systems are provided in accordance with Section 6004.2.2.3.
2. Highly toxic, and toxic gases - use. Treatment systems are not required for highly toxic, and toxic gases supplied by stationary tanks, portable tanks, or cylinders where a gas detection system complying with Section 6004.4.8 and listed or approved automatic-closing fail- safe valves are provided. The gas detection system shall have a sensing interval not exceeding 5 minutes. Automatic-closing fail- safe valves shall be located immediately adjacent to cylinder valves and shall close when gas is detected at the permissible exposure limit (PEL) by a gas sensor monitoring the exhaust system at the

point of discharge from the gas cabinet, exhausted enclosure, ventilated enclosure or gas room.

6004.4.5.1 Design. Treatment systems shall be capable of diluting, adsorbing, absorbing, containing, neutralizing, burning or otherwise processing the contents of the largest single vessel of compressed gas. Where a total containment system is used, the system shall be designed to handle the maximum anticipated pressure of release to the system when it reaches equilibrium.

6004.4.5.2 Performance. Treatment systems shall be designed to reduce the maximum allowable discharge concentrations of the gas to one-half immediately dangerous to life and health (IDLH) at the point of discharge to the atmosphere. Where more than one gas is emitted to the treatment system, the treatment system shall be designed to handle the worst-case release based on the release rate, the quantity and the IDLH for all compressed gases stored or used.

6004.4.5.3 Sizing. Treatment systems shall be sized to process the maximum worst-case release of gas based on the maximum flow rate of release from the largest vessel utilized. The entire contents of the largest compressed gas vessel shall be considered.

6004.4.5.4 Stationary tanks. Stationary tanks shall be labeled with the maximum rate of release for the compressed gas contained based on valves or fittings that are inserted directly into the tank. Where multiple valves or fittings are provided, the maximum flow rate of release for valves or fittings with the highest flow rate shall be indicated. Where liquefied compressed gases are in contact with valves or fittings, the liquid flow rate shall be utilized for computation purposes. Flow rates indicated on the label shall be converted to cubic feet per minute (cfm/min) (m³/s) of gas at normal temperature and pressure (NTP).

6004.4.5.5 Portable tanks and cylinders. The maximum flow rate of release for portable tanks and cylinders shall be calculated based on the total release from the cylinder or tank within the time specified in Table 6004.4.6 Where portable tanks or cylinders are equipped with approved excess flow or reduced flow valves, the worst-case release shall be determined by the maximum achievable flow from the valve as determined by the valve manufacturer or compressed gas supplier. Reduced flow and excess flow valves shall be permanently marked by the valve manufacturer to indicate the maximum design flow rate. Such markings shall indicate the flow rate for air under normal temperature and pressure.

6004.4.6. Emergency power. Emergency power shall be provided for the following systems in accordance with Section 604:

1. Exhaust ventilation system.
2. Treatment system.
3. Gas detection system.
4. Smoke detection system.

6004.3.6.1 Fail-safe systems. Emergency power shall not be required for mechanical exhaust ventilation and treatment systems where approved fail-safe systems are installed and designed to stop gas flow.

6004.4.7 Automatic fire detection system. An approved automatic fire detection system shall be installed in rooms or areas where highly toxic, and toxic compressed gases are stored or used. Activation of the detection system shall sound a local alarm. The fire detection system shall comply with Section 907.

6004.4.8 Gas detection system. A gas detection system complying with Section 916 shall be provided to detect the presence of gas at or below the PEL or ceiling limit of the gas for which detection is provided.

Exceptions:

1. A gas detection system is not required for toxic gases when the physiological warning threshold level for the gas is at a level below the accepted PEL for the gas.
2. A gas detection system is not required for highly toxic, and toxic gases where cylinders, portable tanks, and all non-continuously welded connects are within a gas cabinet or exhausted enclosures.

6004.4.8.1 Alarms. The gas detection system shall initiate a local alarm and transmit a signal to an approved location.

6004.4.8.2 Shut off of gas supply. The gas detection system shall automatically close the shut off valve at the source on gas supply piping and tubing related to the system being monitored for whichever gas is detected.

Exception: Emergency shutoff valves that are ready access and constantly attended/supervised.

General Finding: The accidental release of hazardous materials can threaten large numbers of people and the environment due to the spread of the gases by winds. Gas detection and automated shut-down are effective means of limiting the impacts of a potential release.

CLIMATIC FINDINGS:

Climatic Summary. The local climatic conditions in the City of Santa Clara can affect the acceleration, intensity, and size of fire in the community. Times of little or no rainfall, low humidity, and high temperatures create extremely hazardous fire conditions, particularly as they relate to wood shake and shingle roof fires. The winds experienced in the City of Santa Clara area can have a tremendous impact upon structure fires where buildings are in close proximity to one another, which is commonly found in the City of Santa Clara. During wood shake and shingle roof fires, or exposure fires, winds can carry sparks and burning brands to other structures, thus spreading the fire and causing conflagrations. In building fires, winds can literally force fires back into the building and can create a blowtorch effect, in addition to preventing

"natural" ventilation and cross-ventilation efforts.

GEOLOGIC AND TOPOGRAPHIC CONDITIONS:

Seismic Location. The City is situated on alluvial soils between San Francisco Bay and the San Andreas Fault zone. The City's location makes its taller and older structures particularly vulnerable to damage caused by significant seismic events. The relatively young geological processes that have created the San Francisco Bay Area are still active today. Seismically, the City sits between two active earthquake faults (San Andreas and the Hayward/Calaveras) and other potentially active faults. According to the Association of Bay Area Governments the City of Santa Clara is located in a very high-risk seismic zone. This includes the industrial area, which contains the largest concentration of hazardous materials.

Seismic Events, Fire and Hazardous Material Releases. Fire following an earthquake has the potential of causing greater loss of life and damage than the earthquake itself. A large number of residential dwellings in the City of Santa Clara have combustible roofs which add significantly to the risk of structural fires after an earthquake. Should a significant seismic event occur, hazardous materials, particularly toxic gases could pose the greatest threat to the largest number of people. In the event of widespread catastrophic event, public safety service resources would be seriously impacted and maybe unavailable to effectively respond to all emergencies.

Other variables may tend to increase the risk from fire and hazardous material releases after a major earthquake:

1. The extent of damage to the water system;
2. The extent of isolation due to bridge and/or freeway overpass collapse;
3. The extent of roadway damage and/or amount of debris blocking the roadways;
4. Climatic conditions (hot, dry weather with high winds);
5. Time of day will influence the amount of traffic on roadways and could intensify the risk to life during normal business hours;

6. The availability of timely mutual aid or military assistance;
7. The concentration of combustible structures (wood frame) in the residential, mercantile and light industry zones.

Geographical and Topographical Summary. The stated local geological and topographical conditions increase the magnitude, exposure, accessibility problems and fire hazards presented to the fire. Lying beneath the City of Santa Clara are thick layers of sand, gravel and clay, known as alluvium, which amplify the effects of earthquakes. Based on the damage caused in Santa Clara Valley by the 1906 earthquake and the poor performance of alluvial deposits during earthquakes, areas in the City of Santa Clara could be subject to severe damage as a result of a major earthquake.

6101.3 Construction documents. Where a LP-gas container is 250 gallons or greater in water capacity, the installer shall submit construction documents for such installation.

General Finding: Floods and seismic events can relocate and damage smaller LP-Gas systems. Reducing the threshold amount that requires a plan review to ensure the cylinders are properly secured is essential to the safety of emergency responders, the community, and the environment.

CLIMATIC FINDINGS:

Climatic Summary. The local climatic conditions in the City of Santa Clara can affect the acceleration, intensity, and size of fire in the community. Times of little or no rainfall, low humidity, and high temperatures create extremely hazardous fire conditions, particularly as they relate to wood shake and shingle roof fires. The winds experienced in the City of Santa Clara area can have a tremendous impact upon structure fires where buildings are in close proximity to one another, which is commonly found in the City of Santa Clara. During wood shake and shingle roof fires, or exposure fires, winds can carry sparks and burning brands to other structures, thus spreading the fire and causing conflagrations. In building fires, winds can literally force fires back into the building and can create a blowtorch effect, in addition to preventing

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6405.3.4 Silane distribution systems automatic shutdown. Silane distribution systems shall automatically shut down at the source upon activation of the gas detection system at levels above the alarm level and/or failure of the ventilation system for the silane distribution system.

General Finding: The City of Santa Clara is located in an area that experiences significant seismic activity. Automatic shut off valves are designed to shut-off the flow of gases from the source, thereby reducing the chance of accidental release after a significant earthquake.

CLIMATIC FINDINGS:

Climatic Summary. The local climatic conditions in the City of Santa Clara can affect the acceleration, intensity, and size of fire in the community. Times of little or no rainfall, low humidity, and high temperatures create extremely hazardous fire conditions, particularly as they relate to wood shake and shingle roof fires. The winds experienced in the City of Santa Clara area can have a tremendous impact upon structure fires where buildings are in close proximity to one another, which is commonly found in the City of Santa Clara. During wood shake and shingle roof fires, or exposure fires, winds can carry sparks and burning brands to other structures, thus spreading the fire and causing conflagrations. In building fires, winds can literally

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Should a significant seismic event occur, hazardous materials, particularly toxic gases could pose the greatest threat to the largest number of people. In the event of widespread catastrophic event, public safety service resources would be seriously impacted and maybe unavailable to effectively respond to all emergencies.

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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



Agenda Report

19-1008

Agenda Date: 11/5/2019

REPORT TO COUNCIL

SUBJECT

Action on Introduction of an Ordinance Extending a Temporary Moratorium on Motorized Scooter and Bicycle Share Programs

BACKGROUND

In December 2018 and January 2019, the City Council discussed and took action on the operation of bicycle and scooter share devices in Santa Clara. The Council approved emergency and regular ordinances, which prohibit the operation of bicycle and scooter share programs in Santa Clara from December 20, 2018 to December 19, 2019. The City Council also directed staff to return with a proposed permanent bicycle and scooter share program to allow the City to properly regulate the use of this new mobility option within City limits.

Pursuant to Government Code Section 65858(d), this Report is required to identify the steps that the City has taken to address the conditions that led to adoption of the moratorium. Staff developed and implemented a workplan to help establish a permanent bicycle and scooter share program and provided a detailed progress update at the June 4, 2019 City Council meeting. Based on feedback from that meeting, staff updated the draft Administrative Regulations for a bicycle and scooter share program and conducted additional outreach with the public, operators, and other stakeholders. On June 20, 2019, staff posted the updated draft Administrative Regulations to the City's website.

In addition, at the June 24, 2019 Bicycle and Pedestrian Advisory Committee meeting, staff provided the BPAC with an update on the City's proposed bicycle and scooter share program and the draft Administrative Regulations. After an extensive discussion focused on data-sharing and privacy rights under the program, the BPAC approved a recommendation that the City Council approve the draft Administrative Regulations with the following two amendments: 1) that the Administrative Regulations provide more clarity regarding which rules apply to bicycles, scooters, or both, and 2) that Operators not be allowed to share user data with third party vendors.

DISCUSSION

Recently, there have been several new developments in regard to American Disabilities Act compliance and changes in legislation that have the potential to impact the draft Administrative Regulations. Based on this, the City Attorney's Office has recommended temporarily pausing the development of the bicycle and scooter share program to allow the City sufficient time to evaluate additional considerations including:

- Americans with Disabilities Act compliance
- Evolving State Legislation regarding motorized scooter share and bicycle share programs, including Assembly Bill 1112 and 1286.

As the Council approved the current moratorium while the City was creating the bicycle and scooter share program, staff recommends that the moratorium be extended for an additional year to allow for adequate time to ensure that the proposed program will be successful. The ordinance (Attachment 1) presented today for City Council's consideration would extend the temporary moratorium on all bicycle and scooter share programs in the City until December 20, 2020.

This Report to Council was issued on October 18, 2019, in compliance with Government Code Section 65858(d), which requires a report to be issued at least ten (10) days prior to the extension of a moratorium.

Staff is recommending that the City Council introduce the attached ordinance to extend the moratorium. If approved today, the proposed ordinance will return for Council adoption on November 19, 2019. If adopted, the ordinance will go into effect 30 days after adoption, on December 19, 2019. Pursuant to Government Code Section 65858, this extension requires a four-fifths (4/5) vote of the Council, which would be six (6) votes if all members are present.

ENVIRONMENTAL REVIEW

The action being considered falls under several exemptions found in the California Environmental Quality Act (CEQA). It is exempt under CEQA Guidelines Section 15061(b)(3) because it is designed to preserve the status quo and therefore does not have the potential to significantly impact the environment. It is also categorically exempt under CEQA Guidelines Section 15308 as a regulatory action taken by the City pursuant to its police power and in accordance with Government Code Section 65858 to assure maintenance and protection of the environment pending the evaluation and adoption of potential local legislation, regulation, and policies. It is also categorically exempt from review under CEQA Guidelines Section 15301 ("Existing Facilities") since it will temporarily perpetuate existing environmental conditions.

FISCAL IMPACT

There is no fiscal impact with establishing a moratorium.

COORDINATION

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

PUBLIC CONTACT

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

A notice of the public hearing on the proposed moratorium extension was also published in the Weekly, a newspaper of general circulation, on October 23, 2019.

RECOMMENDATION

Introduce an Ordinance Extending the Temporary Moratorium on Motorized Scooter and Bicycle Share Programs.

Reviewed by: Craig Mobeck, Director of Public Works
Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Ordinance

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF SANTA CLARA,
CALIFORNIA, EXTENDING FOR ONE YEAR THE
TEMPORARY MORATORIUM ON MOTORIZED SCOOTER
AND BIKE SHARE PROGRAMS**

BE IT ORDAINED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, cities around the state and country are currently experiencing the rapid introduction and implementation of shared motorized scooter programs and businesses ("scooter shares") as well as shared bicycles ("bike shares");

WHEREAS, the deployment of scooter shares and bike shares without regulation and oversight by local government presents a significant potential for safety hazards. Motorized scooters and shared bicycles that are carelessly discarded on City streets, sidewalks, or other public rights-of-way are a nuisance and can pose a threat to public safety and community. Motorized scooters and shared bicycles that are used on sidewalks can cause safety hazards because they can travel as fast as 15 miles per hour;

WHEREAS, as a result of these safety concerns, cities across the state and nation have found it necessary to pass ordinances temporarily prohibiting such scooter shares and bike shares from operating within their jurisdiction;

WHEREAS, on December 20, 2018, the City Council of the City of Santa Clara adopted Ordinance No. 1994, establishing a temporary moratorium on motorized scooter share programs and bike share programs in all zoning districts. On January 29, 2019, the City Council adopted Ordinance No. 1997, extending the moratorium for another 10 months, 15 days, and the moratorium is now set to expire on December 19, 2019;

WHEREAS, in Ordinance No. 1994, the City Council declared its findings concerning the

potential negative effects that unregulated scooter share and bike share programs could have on the City, and directed City staff to investigate creating a regulatory framework and/or a pilot program to govern the operation of scooter shares and bike shares;

WHEREAS, the City Council finds and determines that the initiation of scooter share and bike share programs in the City during the moratorium period, during which an amendment to the City Code is being studied, could conflict with the proposed amendment and could undermine the purpose of studying such an amendment, frustrating possible action by the City;

WHEREAS, a properly implemented scooter or bike share program can contribute to a community both as a short-distance transportation device and as an activity that stimulates economic vitality;

WHEREAS, on January 29, 2019, the City Council directed staff to return with a proposed permanent scooter and bicycle share program to allow the City to properly regulate these new mobility options;

WHEREAS, at this time, the City Council has determined that an extension of the temporary moratorium on motorized scooter share programs and bike share programs is necessary to allow the City sufficient time to evaluate additional considerations, including legal implications related to allowing motorized scooter share and bike share programs under the Americans with Disabilities Act, and evolving State Legislation regarding motorized scooter share and bike share programs;

WHEREAS, California Government Code section 65858 permits the City to extend the current moratorium for one year while the Council studies the scooter and bike share operations prohibited by the moratorium. City staff has issued its report to the Council on

the actions being taken to develop appropriate regulations of motorized scooter share programs and bike share programs, to address the conditions that led to the adoption of the moratorium ordinance. Staff has indicated that more time is needed in order to analyze the legal implications of these regulations and proposed state legislation, to follow required enactment procedures, and to bring the regulations to the Council for consideration;

WHEREAS, on October 23, 2019, the City published notice of a public hearing to consider the proposed extension in the Weekly, a newspaper of general circulation;

WHEREAS, pursuant to Government Code Section 65858(d), the City prepared a report describing the measures taken to address the conditions that led to adoption of Emergency Ordinance No. 1994, and placed the Report on file with the City Clerk more than ten (10) days in advance of the public hearing, on October 25, 2019; and,

WHEREAS, on November 5, 2019, the City Council conducted a public hearing to consider the proposed extension to the temporary moratorium, at which time all interested persons were given an opportunity to provide testimony and present evidence, both in support of and in opposition to the proposed extension.

NOW THEREFORE, BE IT FURTHER ORDAINED BY THE CITY OF SANTA CLARA, AS FOLLOWS:

SECTION 1: Immediate threat to health, safety and welfare. The City Council reaffirms the findings made in Ordinance No. 1994 and Ordinance No. 1997 and determines that it is necessary to extend the moratorium for 1 year in order to enable the preparation and processing of appropriate regulations of motorized scooter share programs and bike share programs. Based on the findings set forth herein and the evidence in the Report to Council,

this ordinance is adopted pursuant to Government Code Section 65858 and is required to

Ordinance/Extension of Moratorium on Motorized Scooter and Bike Share Programs Page 3 of 5
Rev: 07-2018

address a current and immediate threat to public health, safety, and welfare. The City Council has determined that allowing motorized scooter share programs and bike share programs to operate prior to the adoption of City regulations could conflict with the proposed regulations and could undermine the purpose of studying a regulatory process, frustrating possible action by the City.

SECTION 2: Moratorium Extension. The Moratorium established by Ordinance No. 1994, “An Emergency Ordinance of the City of Santa Clara, California, Establishing a Temporary Moratorium on Motorized Scooter and Bike Share Programs,” and extended by Ordinance No. 1997, “An Emergency Ordinance of the City of Santa Clara, California, Extending a Temporary Moratorium on Motorized Scooter and Bike Share Programs” is hereby extended in full force and effect for 1 year from the previous expiration date of Ordinance No. 1997, and shall have a new expiration date of December 19, 2020.

SECTION 3: This Ordinance shall not be codified in the Santa Clara City Code.

SECTION 4: Effective date. This ordinance shall take effect thirty (30) days after its final adoption; however, prior to its final adoption it shall be published in accordance with the requirements of Section 808 and 812 of “The Charter of the City of Santa Clara, California.”

PASSED FOR THE PURPOSE OF PUBLICATION this ____ day of XXXXX, 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: None



Agenda Report

19-1058

Agenda Date: 11/5/2019

REPORT TO COUNCIL

SUBJECT

Action on Mills Act Contract for 908 Fremont Street

BACKGROUND

Todd and Kristy Rosenbaum, the homeowners of the residence at 908 Fremont Street, are requesting the approval of a Mills Act Contract, also known as a Historic Property Preservation Agreement, with the City and adoption of an associated 10-Year Restoration and Maintenance Plan.

The State of California enacted legislation that allows owners of historically designated properties to enter into a "Mills Act" contract with the legislative bodies of local agency jurisdictions, pursuant to Government Code Section 50280 and following. Mills Act Contract properties then qualify for property tax incentives contained in the California Revenue and Taxation Code. The purpose of a Mills Act Contract is to offer owner(s) of historically significant properties an economic incentive to maintain and preserve the historic physical integrity of their properties, which thereby also increases the aesthetic and economic health of the surrounding neighborhood and the City. A 10-Year Restoration and Maintenance Plan is required to document specific maintenance and preservation activities proposed to be undertaken by the property owners for the Contract property.

The subject property is currently listed on the City's Historic Resource Inventory (HRI). An updated State Department of Parks and Recreation (DPR) form evaluating the significance of the structure (Historical Survey) was prepared for the current proposal and concluded that the property retains sufficient integrity to continue to merit listing on the Inventory.

The project request was considered by the Historical and Landmarks Commission (HLC) at its meeting on September 5, 2019. The HLC reviewed the Historical Survey and Proposed 10-Year Restoration and Maintenance Plan and recommended Council approval of the requested Mills Act Contract.

DISCUSSION

The City Council established a process for evaluating Mills Act Contract requests on September 4, 1993 (Resolution No. 5843), that set a limit of five contracts per year. In 2004, the City Council increased the number of allowable contracts to ten per year. If approved, the subject proposal would be the third for 2019 and within the City's allowed number of ten contracts for 2019.

The applicants' Statement of Justification and the proposed Mills Act Contract with exhibits, including the DPR and the Proposed 10-year Restoration and Maintenance Plan (attached), demonstrate sufficient intent by the property owners to invest in the property consistent with the purpose for Mills Act Contracts. The City conducts periodic review of Mills Act Contract properties to verify that property owners are performing the maintenance and preservation activities described in the 10-year

Restoration and Maintenance Plan. Notable work to be preformed under the proposed 10-year Restoration and Maintenance Plan includes fumigation of the house, subterranean termite treatment, roof replacement and repainting.

Furthermore, based upon information provided by the applicant, the subject property has sufficient historical value as to warrant use of a Mills Act Contract to promote the ongoing preservation of the property. The staff report for the HLC meeting is attached for reference.

ENVIRONMENTAL REVIEW

The Mills Act program is exempt from CEQA environmental review requirements per CEQA Section 15331, which exempts projects limited to maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation or reconstruction of historical resources in a manner consistent with the Secretary of the Interior Standards.

FISCAL IMPACT

The amount of the property tax reduction depends upon the property, location, size, and comparable properties in the area. Currently, the assessed value of the property as of June 30, 2019 is \$1,632,000 and annual property taxes of \$19,122 (source: Santa Clara County Assessor's Office). The City receives approximately 10% of the base property tax. The Mills Act tax reduction is based on an income capitalization method (ICM) calculation based on the average monthly rent, average maintenance costs, and an amortization schedule to arrive at a reduced appraisal value resulting in lower property taxes. The anticipated reduction in taxes would be between 20% to 80% based on the County's evaluation of the property's age, condition, and local market value factors in accordance with the formula set by state law. Based on the latest information available, the estimated annual fiscal impact for the City for this individual Mills Act Contract would be a decrease of property tax revenue in the range of approximately \$382 to \$1,530. The actual future fiscal impact may be greater due to the reassessment of property value by the County upon a transfer of ownership.

As the current Council policy allows up to ten Mills Act Contracts to be approved each year, the cumulative economic impact for multiple Mills Act Contracts does not significantly reduce the overall property tax income for the City.

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

Authorize the City Manager to execute a Mills Act contract and adopt the 10-Year Restoration and Maintenance Plan associated with the Historic Property Preservation Agreement for the property at 908 Fremont Street with applicants Todd and Kristy Rosenbaum; PLN2019-13897.

Reviewed by: Andrew Crabtree, Director of Community Development
Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Historic Preservation Agreement
2. Historical and Landmarks Commission Staff Report of September 5, 2019

**RECORD WITHOUT FEE
PURSUANT TO GOV'T CODE SECTION 6103**

Recording Requested by:
Office of the City Attorney
City of Santa Clara, California

When Recorded, Mail to:
Office of the City Clerk
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

Form per Gov't Code Section 27361.6

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

HISTORIC PROPERTY PRESERVATION AGREEMENT

This Agreement (herein, "Agreement"), is made and entered into this ____ day of _____, 2019, ("Effective Date"), by and between Todd Stephen Rosenbaum and Kierstin Nicole Rosenbaum, owners of certain real property located at 908 Fremont Street ("OWNERS") and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("CITY"). CITY and OWNERS may be referred to herein individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

A. Recitals.

(1) California Government Code Section 50280, et seq. authorizes the CITY to enter into a contract with the OWNERS of qualified Historical Property to provide for the use, maintenance, and restoration of such Historical Property so as to retain its characteristics as property of historical significance.

(2) OWNERS possess fee title in and to that certain real property, together with associated structures and improvements thereon, shown on the 2018 Santa Clara County Property Tax Rolls as Assessors' Parcel Number 269-16-032, and generally located at the street address 908 Fremont Street, in the City of Santa Clara ("Historic Property"). A legal description of the Historic Property is attached hereto as "Legal Description," marked as "Exhibit A," and incorporated herein by reference.

(3) The Historic Property is on the City of Santa Clara Architecturally or Historically Significant Properties list. OWNERS submitted a Mills Act Proposal to City on May 21, 2019. The Proposal included a Primary Record from the State of California's Department of Parks and Recreation. A true and correct copy of the Proposal is attached to this Agreement as "Exhibit B".

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B. **Agreement.**

NOW, THEREFORE, CITY and OWNERS, in consideration of the mutual covenants and conditions set forth herein, do hereby agree as follows:

(1) **Effective Date and Term of Agreement.** The term of this Agreement shall commence on the effective date of this Agreement and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such term will automatically be extended as provided in paragraph 2, below.

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(a) Each year on the anniversary of the effective date of this Agreement, ("renewal date"), one (1) year shall automatically be added to the term of this Agreement unless notice of nonrenewal is mailed as provided herein.

(b) If either the OWNERS or CITY desires in any year not to renew the Agreement, OWNERS or CITY shall serve written notice of nonrenewal of the Agreement. Unless such notice is served by OWNERS to CITY at least ninety (90) days prior to the annual renewal date, or served by CITY to OWNERS at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the balance of the remaining term of the Agreement as provided herein.

(c) OWNERS may make a written protest of a nonrenewal notice issued by CITY. CITY may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to OWNERS of nonrenewal. If either CITY or OWNERS serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, from either original execution date or the last renewal date of the Agreement, whichever is applicable.

(3) **Standards for Historical Property.** During the term of this Agreement, the Historic Property shall be subject to the following conditions, requirements, and restrictions:

(a) OWNERS shall preserve and maintain the characteristics of historical significance of the Historic Property. "The Secretary of the Interior's Standards for Rehabilitation," marked as "Exhibit C" to this agreement, and incorporated herein by this reference, contains a list of those minimum standards and conditions for maintenance, use, and preservation of the Historic Property, which shall apply to such property throughout the term of this Agreement.

(b) OWNERS shall, when necessary or as determined by the Director of Community Development, restore and rehabilitate the property to conform to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation, the United States Secretary of the Interior Standards for Rehabilitation and the California Historical Building Code and in accordance with the attached schedule of potential home improvements, drafted by the OWNERS and approved by the City Council, attached hereto as "The Description of the Preservation and Restoration Efforts," marked as "Exhibit D" to this agreement, and incorporated herein by this reference.

(c) OWNERS shall allow, and CITY requires, that after five (5) years, and every five (5) years thereafter, an inspection of the property's interior and exterior shall be conducted by a party appointed by CITY, to determine OWNERS' continued compliance with the terms of this Agreement. OWNERS acknowledge that the required inspections of the interior and exterior of the property were conducted prior to the effective date of this Agreement.

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(a) OWNERS hereby agree to furnish CITY with any and all information requested by the CITY to determine compliance with the terms and provisions of this Agreement.

(b) It shall be the duty of the OWNERS to keep and preserve, for the term of the Agreement, all records as may be necessary to determine the eligibility of the property involved, and the OWNERS compliance with the terms and provisions of this Agreement, including, but not limited to blueprints, permits, historical and/or architectural review approvals, and schedules of potential home improvements drafted by the OWNERS and approved by the City Council.

(5) Cancellation.

(a) CITY, following a duly noticed public hearing as set forth in California Government Code Section 50280, et seq., shall cancel this Agreement or bring an action in court to enforce this Agreement if it determines any one of the following:

(i) the OWNERS breached any of the terms or conditions of this Agreement; or

(ii) the OWNERS have allowed the property to deteriorate to the point that it no longer meets standards for a qualified historic property.

(b) CITY may also cancel this Agreement if it determines that:

(i) the OWNERS have allowed the property to deteriorate to the point that it no longer meets building standards of the City Code and the codes it incorporates by reference, including, but not limited to, the Uniform Housing Code, the California Historical Building Code, the California Fire Code, and the Uniform Code for the Abatement of Dangerous Buildings or;

(ii) the OWNERS have not complied with any other local, State, or federal laws and regulations.

(iii) the OWNERS have failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of this Agreement.

(c) In the event of cancellation, OWNERS shall pay those cancellation fees set forth in California Government Code Section 50280, et seq. As an alternative to cancellation, OWNERS may bring an action in court to enforce the Agreement.

(6) **No Waiver of Breach.**

(a) No waiver by CITY of any breach under this Agreement shall be deemed to be a waiver of any other subsequent breach. CITY does not waive any claim of breach by OWNERS if CITY does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for under the terms of this Agreement or in the City's laws and regulations are available to the City.

(7) **Mediation.**

(a) Any controversies between OWNERS and CITY regarding the construction or application of this Agreement, and claim arising out of this contract or its breach, shall be submitted to mediation upon the written request of one party after the service of that request on the other party.

(b) If a dispute arises under this contract, either party may demand mediation by filing a written demand with the other party.

(c) The parties may agree on one mediator. If they cannot agree on one mediator, there shall be three: one named in writing by each of the parties within five days after demand for mediation is given, and a third chosen by the two appointed. Should either party refuse or neglect to join in the appointment of the mediator(s) or to furnish the mediator(s) with any papers or information demanded, the mediator(s) may proceed ex parte.

(d) A hearing on the matter to be arbitrated shall take place before the mediator(s) in the city of Santa Clara, County of Santa Clara, State of California, at the time and place selected by the mediator(s). The mediator(s) shall select the time and place promptly and shall give party written notice of the time and place at least fifteen (15) days before the date selected. At the hearing, any relevant evidence may be presented by either party, and the formal rules of evidence applicable to judicial proceedings shall not govern. Evidence may be admitted or excluded in the sole discretion of the mediator(s). The mediator(s) shall hear and determine the matter and shall execute and acknowledge the award in writing and cause a copy of the writing to be delivered to each of the parties.

(e) The submission of a dispute to the mediator(s) and the rendering of a decision by the mediator(s) shall be a condition precedent to any right of legal action on the dispute. A judgment confirming the award may be given by any Superior Court having jurisdiction, or that Court may vacate, modify, or correct the award in accordance with the prevailing provisions of the California Mediation Act.

(f) Each party shall bear their own cost(s) of mediation.

(8) **Binding Effect of Agreement.**

(a) The OWNERS hereby subjects the Historic Property described in Exhibit "A" hereto to the covenants, reservations, and restrictions as set forth in this Agreement. CITY and OWNERS hereby declare their specific intent that the covenants, reservations, and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the OWNERS successors and assigns in title or interest to the Historic Property. Each and every contract, deed, or other instrument hereinafter executed, covering, encumbering, or conveying the Historic Property, or any portion thereof, shall conclusively be held to have been executed, delivered,

and accepted subject to the covenants, reservations, and restrictions expressed in this Agreement, regardless of whether such covenants, reservations, and restrictions are set forth in such contract, deed, or other instrument.

(b) CITY and OWNERS hereby declare their understanding and intent that the burden of the covenants, reservations, and restrictions set forth herein touch and concern the land in that OWNERS' legal interest in the Historic Property.

(c) CITY and OWNERS hereby further declare their understanding and intent that the benefit of such covenants, reservations, and restrictions touch and concern the land by enhancing and maintaining the historic characteristics and significance of the Historic Property for the benefit of the CITY, public (which includes, but is not limited to the benefit to the public street generally located at 908 Fremont Street), and OWNERS.

(9) **Notice.**

(a) Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by the parties hereto.

CITY: City of Santa Clara
Attn: City Clerk
1500 Warburton Avenue
Santa Clara, CA 95050

OWNERS:	Todd Stephen Rosenbaum	Kierstin Nicole Rosenbaum
	908 Fremont Street	908 Fremont Street
	Santa Clara, CA 95050	Santa Clara, CA 95050

(b) Prior to entering a contract for sale of the Historic Property, OWNERS shall give thirty (30) days notice to the CITY and it shall be provided at the address of the respective parties as specified above or at any other address as may be later specified by the parties hereto.

(10) **No Partnership or Joint Enterprise Created.** None of the terms, provisions, or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors, or assigns; nor shall such terms, provisions, or conditions cause them to be considered joint ventures or members of any joint enterprise.

(11) **Hold Harmless and Indemnification.** To the extent permitted by law, OWNERS agree to protect, defend, hold harmless and indemnify CITY, its City Council, commissions, officers, agents, and employees from and against any claim, injury, liability, loss, cost, and/or expense or damage, however same may be caused, including all costs and reasonable attorney's fees in providing a defense to any claim arising there from for which OWNERS shall become legally liable arising from OWNERS' acts, errors, or omissions with respect to or in any way connected with this Agreement.

(12) **Attorneys' Fees.** In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations, or restrictions contained herein,

or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to costs and other relief ordered by the court.

(13) **Restrictive Covenants Binding.** All of the agreements, rights, covenants, reservations, and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Historic Property, whether by operation of law or in any manner pursuant to this Agreement.

(14) **Mills Act Historic Property Contract Application Requirements.** An application for a Mills Act Historic Property Contract shall be made through the Planning Division and shall include the following:

- a. a Historic Resources Inventory form;
- b. the description of the preservation or restoration efforts to be undertaken as referenced in paragraph 3 (b) as Exhibit "D";
- c. a statement of justification for the Mills Act Historic Property designation and reassessment; and,
- d. the Mills Act Historic Property Contract filing fee pursuant to paragraph 17.

(15) **Mills Act Historic Property Contract Approval.** Based upon the Historical and Landmarks Commission's ("Commission") review of the Mills Act Historic Property Contract criteria and recommendation to Council, and based upon the recommendation and approval by Council, a Mills Act Historic Property Contract may be entered into with OWNERS. The decision of the City Council shall be final and conclusive in the matter.

(16) **Recordation and Notice.** No later than twenty (20) days after the parties execute and enter into this Agreement, the CITY shall cause this Agreement to be recorded in the office of the County Recorder of the County of Santa Clara.

(17) **Fees.** The Planning Department may collect such Mills Act Historic Property Contract application fee of \$5,766.00 (five thousand, seven hundred and sixty six dollars), or other fees for the administration of this contract as are authorized from time to time by the City Council. Such fees do not exceed the reasonable cost of providing the service for which these fees are charged. OWNERS shall pay the County Recorder's Office recordation fees for recordation of this Mills Act Historic Property Contract and the recordation of the OWNERS updated Historic Resources Inventory form.

(18) **Ordinary Maintenance.** Nothing in this contract shall be construed to prevent the ordinary maintenance or repair of any exterior architectural feature in or on any Historic Property covered by this contract that does not involve a change in design, material, or external appearance thereof, nor does this contract prevent the construction, reconstruction, alteration, restoration, demolition, or removal of any such external architectural feature when the Director of Community

Development determines that such action is required for the public safety due to an unsafe or dangerous condition which cannot be rectified through the use of the California Historical Building Code and when such architectural feature can be replaced according to the Secretary of Interior's Standards.

(19) **California Historical Building Code.** The California Historical Building Code ("CHBC") provides alternative building regulations for the rehabilitation, preservation, restoration, or relocation of structures designated as Historic Properties. The CITY's building permit procedure shall be utilized for any Historic Property which is subject to the provisions of this Agreement, except as otherwise provided in this Agreement or the CHBC. Nothing in this Agreement shall be deemed to prevent any fire, building, health, or safety official from enforcing laws, ordinances, rules, regulations, and standards to protect the health, safety, welfare, and property of the OWNERS or occupants of the Historic Property or the public.

(20) **Conservation Easements.**

(a) Conservation easements on the facades of the Historical Property may be acquired by the CITY, or on the CITY's behalf, by a nonprofit group designated by the CITY through purchase, donation, or condemnation pursuant to California Civil Code Section 815.

(b) The OWNERS, occupant, or other person in actual charge of the Historical Property shall keep in good repair all of the exterior portions of the Historic Property, and all interior portions thereof whose maintenance is necessary to prevent deterioration and decay of any exterior architectural feature.

(c) It shall be the duty of the Director of Community Development to enforce this section.

(21) **Severability.** If any section, sentence, clause, or phrase of this Agreement is, for any reason, held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, or by subsequent preemptive legislation, such decision shall not affect the validity and enforceability of the remaining provisions or portions of this Agreement. CITY and OWNERS hereby declare that they would have adopted this Agreement, and each section, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases may be declared invalid or unconstitutional.

(22) **Integrated Agreement - Totality of Agreement.** This Agreement embodies the agreement between CITY and OWNERS and its terms and conditions. No other understanding, agreements, or conversations, or otherwise, with any officer, agent, or employee of CITY prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon CITY.

(23) **Captions.** The captions of the various sections, paragraphs and subparagraphs are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

(24) **Statutes and Law Governing Contract.** This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California.

(25) **Amendments.** This Agreement may be amended, in whole or in part, only by a written recorded instrument executed by the parties hereto.

IN WITNESS WHEREOF, CITY and OWNERS have executed this Agreement on the day and year first written above.

**CITY OF SANTA CLARA, CALIFORNIA,
a chartered California municipal corporation**

APPROVED AS TO FORM:


Brian Doyle
City Attorney

Deanna J. Santana
City Manager

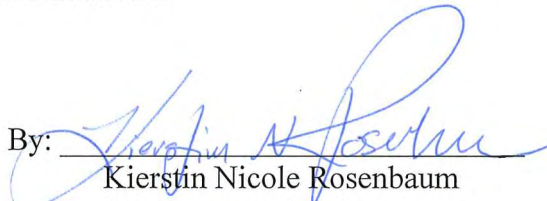
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax Number: (408) 241-6771

“CITY”

**Todd Stephen Rosenbaum and Kierstin Nicole Rosenbaum,
Owners of 908 Fremont Street**

By: 

Todd Stephen Rosenbaum
908 Fremont Street
Santa Clara, CA 95050

By: 

Kierstin Nicole Rosenbaum
908 Fremont Street
Santa Clara, CA 95050

“OWNERS”

Exhibits:

- A – Property Description
- B – Primary Record
- C – Standards for Rehabilitation
- D – Restoration Schedule

\\SRVFSPROD01\Electric\Datafile\PLANNING\2019\Project Files Active\PLN2019-13714 908 Fremont Street\Mills Act Contract\Mills Act Contract.doc

California All-Purpose Acknowledgment

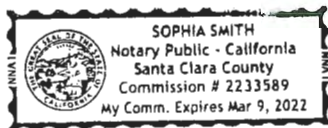
CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
COUNTY OF SANTA CLARA } SS

On **October 24, 2019**, before me, Sophia Smith, a Notary Public, personally appeared **Kiersten N. Rosenbaum** who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

SIGNATURE OF NOTARY PUBLIC

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:
Historic Property Preservation Agreement

California All-Purpose Acknowledgment

CIVIL CODE § 1189

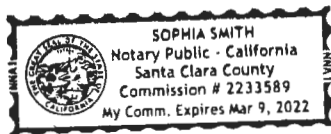
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Sophia Smith

SIGNATURE OF NOTARY PUBLIC

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Historic Property Preservation Agreement



Agenda Report

19-951

Agenda Date: 9/5/2019

REPORT TO HISTORICAL AND LANDMARKS COMMISSION

SUBJECT

Public Hearing: Mills Act Contract for 908 Fremont Street

BACKGROUND

The subject property is known as the Nuttman Residence and was constructed in 1937. The property is comprised of a 3,207 square-foot two-story residence with a single-story wing and detached garage. The residence is situated on a large double lot at the corner of Fremont and Lafayette Streets. The residence was designed in a modified version of the Garrison Colonial style and is the only house of this style in Santa Clara.

Property owners Todd and Kristy Rosenbaum are requesting a Mills Act Contract for the property, and the adoption of a 10-Year Rehabilitation and Maintenance Plan associated with the historical preservation agreement. A requirement of the Mills Act is that the building must be a qualified structure, listed on either a local, State or National Register. The subject property is listed on the City's Historic Resources Inventory (HRI).

A DPR523A was prepared by Lorie Garcia of Beyond Buildings to assess the historical significance of the property as an update to the July 1988 Historic Resources Inventory evaluation. The updated DPR form was prepared on January 19, 2018 and is attached to this report for reference. The property owners have also submitted a statement of justification and 10-Year Rehabilitation and Preservation Plan.

DISCUSSION

The evaluator finds the residence to be a distinguished example of Garrison Colonial architectural style designed by a notable architect and in excellent condition. No alterations have been made to either the house or other buildings or structures on the property since its design and construction. The evaluator finds that the subject residence retains sufficient integrity to qualify as a historic resource and continues to be eligible for listing on the City's HRI.

Some of the notable work to be done per the applicant's proposed 10 Year Rehabilitation and Maintenance Plan includes fumigation of the home, subterranean termite treatment, roof replacement, and house repainting.

Staff finds that the work proposed under the 10-Year Rehabilitation and Maintenance Plan adheres to the Secretary of the Interior's Standards for Rehabilitation. The proposed changes support the preservation, protection, and maintenance of an identified, locally historically significant resource. A copy of the draft contract is also attached to this report.

ENVIRONMENTAL REVIEW

The Mills Act program is exempt from the CEQA environmental review requirements per CEQA Section 15061(b)(3). The activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

PUBLIC CONTACT

No public comments have been received at the time of preparation of this report. A complete agenda packet is available on the City's website.

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.

Prepared by: Rebecca Bustos, Associate Planner

Approved by: Gloria Sciara, Development Review Officer

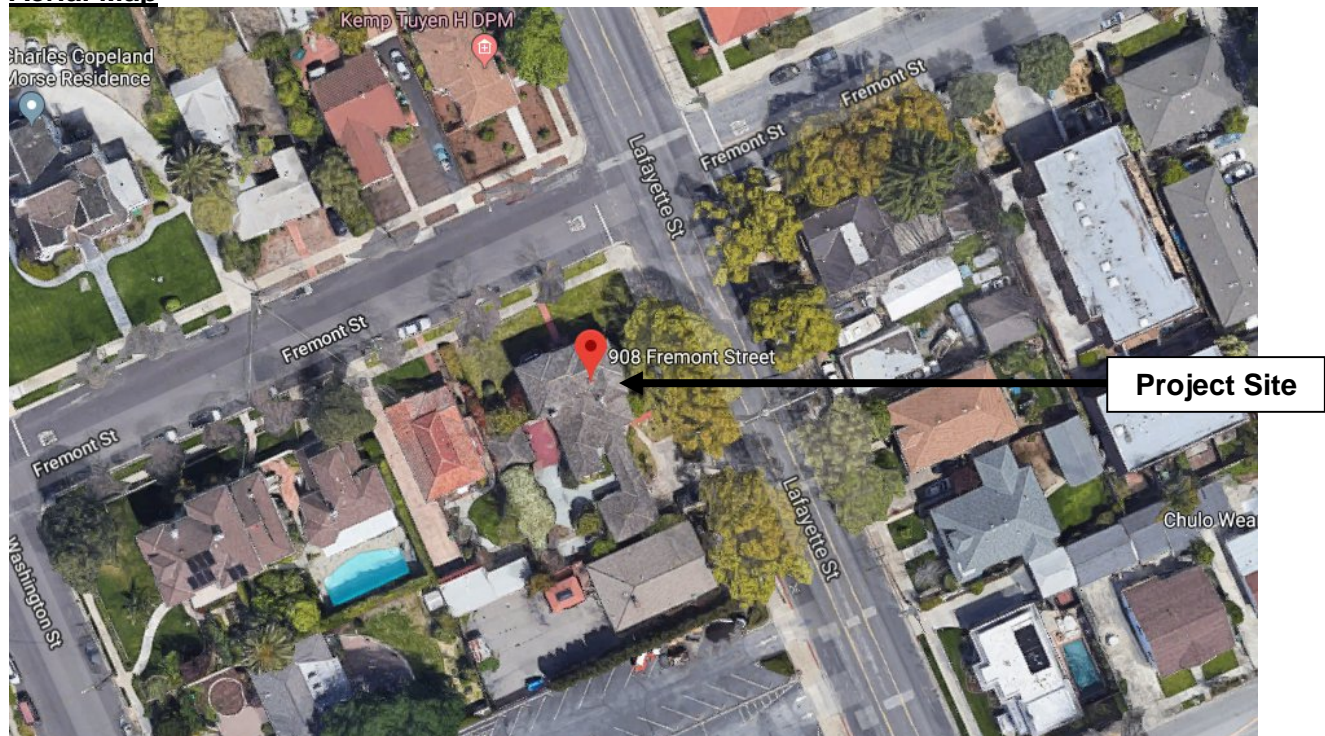
ATTACHMENTS

1. Project Data Sheet
2. Draft Mills Act Contract
3. Legal Description
4. Historic Survey (DPR Form)
5. Secretary of the Interior's Standards for Treatment of Historic Properties
6. 10-Year Rehabilitation Plan
7. Termite Inspection Report
8. Statement of Justification

Project Data

File: PLN2019-13897
Location: 908 Fremont Street, an 11,761 square foot property located on the southwest corner of Fremont Street and Lafayette Street, APN: 269-16-032; property is zoned CD Downtown Commercial
Applicant/Owner: Kristy and Todd Rosenbaum
Request: **Mills Act Contract** for the residence located at 908 Fremont Street
CEQA Determination: Exempt from CEQA review 15601(b)(3)
Project Planner: Rebecca Bustos, Associate Planner
Recommendation: Approve, subject to conditions.

	Existing	Proposed
General Plan Designation	Very Low Density Residential	Same
Zoning District	CD Downtown Commercial	R1-6L Single Family Residential
Lot Size	11,761 square feet	Same
Land Use	Single-family home	Same
Stories / Total Height	Two stories	Same
Parking	Two-car garage	Same

Aerial Map

Zoning Map



General Plan Map



**RECORD WITHOUT FEE
PURSUANT TO GOV'T CODE SECTION 6103**

Recording Requested by:

Office of the City Attorney
City of Santa Clara, California

When Recorded, Mail to:

Office of the City Clerk
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

Form per Gov't Code Section 27361.6

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

HISTORIC PROPERTY PRESERVATION AGREEMENT

This Agreement (herein, "Agreement"), is made and entered into this ____ day of _____, 2019, ("Effective Date"), by and between Todd Rosenbaum and Kristy Rosenbaum, owners of certain real property located at 908 Fremont Street ("OWNERS") and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("CITY"). CITY and OWNERS may be referred to herein individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

A. Recitals.

(1) California Government Code Section 50280, et seq. authorizes the CITY to enter into a contract with the OWNERS of qualified Historical Property to provide for the use, maintenance, and restoration of such Historical Property so as to retain its characteristics as property of historical significance.

(2) OWNERS possesses fee title in and to that certain real property, together with associated structures and improvements thereon, shown on the 2018 Santa Clara County Property Tax Rolls as Assessors' Parcel Number 269-16-032, and generally located at the street address 908 Fremont Street, in the City of Santa Clara ("Historic Property"). A legal description of the Historic Property is attached hereto as "Legal Description," marked as "Exhibit A," and incorporated herein by reference.

(3) The Historic Property is on the City of Santa Clara Architecturally or Historically Significant Properties list. OWNERS submitted a Mills Act Proposal to City on May 21, 2019. The Proposal included a Primary Record from the State of California's Department of Parks and Recreation. A true and correct copy of the Proposal is attached to this Agreement as "Exhibit B".

(4) CITY and OWNERS, for their mutual benefit, now desire to enter into this Agreement both to protect and preserve the characteristics of historical significance of the Historic Property and to qualify the Historic Property for an assessment of valuation pursuant to Section 439.2 of the California Revenue and Taxation Code.

B. **Agreement.**

NOW, THEREFORE, CITY and OWNERS, in consideration of the mutual covenants and conditions set forth herein, do hereby agree as follows:

(1) **Effective Date and Term of Agreement.** The term of this Agreement shall commence on the effective date of this Agreement and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such term will automatically be extended as provided in paragraph 2, below.

(2) **Renewal.**

(a) Each year on the anniversary of the effective date of this Agreement, ("renewal date"), one (1) year shall automatically be added to the term of this Agreement unless notice of nonrenewal is mailed as provided herein.

(b) If either the OWNERS or CITY desires in any year not to renew the Agreement, OWNERS or CITY shall serve written notice of nonrenewal of the Agreement. Unless such notice is served by OWNERS to CITY at least ninety (90) days prior to the annual renewal date, or served by CITY to OWNERS at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the balance of the remaining term of the Agreement as provided herein.

(c) OWNERS may make a written protest of a nonrenewal notice issued by CITY. CITY may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to OWNERS of nonrenewal. If either CITY or OWNERS serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, from either original execution date or the last renewal date of the Agreement, whichever is applicable.

(3) **Standards for Historical Property.** During the term of this Agreement, the Historic Property shall be subject to the following conditions, requirements, and restrictions:

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(b) OWNERS shall, when necessary or as determined by the Director of Community Development, restore and rehabilitate the property to conform to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation, the United States Secretary of the Interior Standards for Rehabilitation and the California Historical Building Code and in accordance with the attached schedule of potential home improvements, drafted by the OWNERS and approved by the City Council, attached hereto as "The Description of the Preservation and Restoration Efforts," marked as "Exhibit D" to this agreement, and incorporated herein by this reference.

(c) OWNERS shall allow, and CITY requires, that after five (5) years, and every five (5) years thereafter, an inspection of the property's interior and exterior shall be conducted by a party appointed by CITY, to determine OWNERS' continued compliance with the terms of this Agreement. OWNERS acknowledge that the required inspections of the interior and exterior of the property were conducted prior to the effective date of this Agreement.

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(a) OWNERS hereby agree to furnish CITY with any and all information requested by the CITY to determine compliance with the terms and provisions of this Agreement.

(b) It shall be the duty of the OWNERS to keep and preserve, for the term of the Agreement, all records as may be necessary to determine the eligibility of the property involved, and the OWNERS compliance with the terms and provisions of this Agreement, including, but not limited to blueprints, permits, historical and/or architectural review approvals, and schedules of potential home improvements drafted by the OWNERS and approved by the City Council.

(5) Cancellation.

(a) CITY, following a duly noticed public hearing as set forth in California Government Code Section 50280, et seq., shall cancel this Agreement or bring an action in court to enforce this Agreement if it determines any one of the following:

(i) the OWNERS breached any of the terms or conditions of this Agreement; or

(ii) the OWNERS have allowed the property to deteriorate to the point that it no longer meets standards for a qualified historic property.

(b) CITY may also cancel this Agreement if it determines that:

(i) the OWNERS have allowed the property to deteriorate to the point that it no longer meets building standards of the City Code and the codes it incorporates by reference, including, but not limited to, the Uniform Housing Code, the California Historical Building Code, the California Fire Code, and the Uniform Code for the Abatement of Dangerous Buildings or;

(ii) the OWNERS have not complied with any other local, State, or federal laws and regulations.

(iii) the OWNERS have failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of this Agreement.

(c) In the event of cancellation, OWNERS shall pay those cancellation fees set forth in California Government Code Section 50280, et seq. As an alternative to cancellation, OWNERS may bring an action in court to enforce the Agreement.

(6) No Waiver of Breach.

(a) No waiver by CITY of any breach under this Agreement shall be deemed to be a waiver of any other subsequent breach. CITY does not waive any claim of breach by OWNERS if CITY does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for under the terms of this Agreement or in the City's laws and regulations are available to the City.

(7) Mediation.

(a) Any controversies between OWNERS and CITY regarding the construction or application of this Agreement, and claim arising out of this contract or its breach, shall be submitted to mediation upon the written request of one party after the service of that request on the other party.

(b) If a dispute arises under this contract, either party may demand mediation by filing a written demand with the other party.

(c) The parties may agree on one mediator. If they cannot agree on one mediator, there shall be three: one named in writing by each of the parties within five days after demand for mediation is given, and a third chosen by the two appointed. Should either party refuse or neglect to join in the appointment of the mediator(s) or to furnish the mediator(s) with any papers or information demanded, the mediator(s) may proceed ex parte.

(d) A hearing on the matter to be arbitrated shall take place before the mediator(s) in the city of Santa Clara, County of Santa Clara, State of California, at the time and place selected by the mediator(s). The mediator(s) shall select the time and place promptly and shall give party written notice of the time and place at least fifteen (15) days before the date selected. At the hearing, any relevant evidence may be presented by either party, and the formal rules of evidence applicable to judicial proceedings shall not govern. Evidence may be admitted or excluded in the sole discretion of the mediator(s). The mediator(s) shall hear and determine the matter and shall execute and acknowledge the award in writing and cause a copy of the writing to be delivered to each of the parties.

(e) The submission of a dispute to the mediator(s) and the rendering of a decision by the mediator(s) shall be a condition precedent to any right of legal action on the dispute. A judgment confirming the award may be given by any Superior Court having jurisdiction, or that Court may vacate, modify, or correct the award in accordance with the prevailing provisions of the California Mediation Act.

(f) Each party shall bear their own cost(s) of mediation.

(8) Binding Effect of Agreement.

(a) The OWNERS hereby subjects the Historic Property described in Exhibit "A" hereto to the covenants, reservations, and restrictions as set forth in this Agreement. CITY and OWNERS hereby declare their specific intent that the covenants, reservations, and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the OWNERS successors and assigns in title or interest to the Historic Property. Each and every contract, deed, or other instrument hereinafter executed, covering, encumbering, or conveying the Historic Property, or any portion thereof, shall conclusively be held to have been executed, delivered,

and accepted subject to the covenants, reservations, and restrictions expressed in this Agreement, regardless of whether such covenants, reservations, and restrictions are set forth in such contract, deed, or other instrument.

(b) CITY and OWNERS hereby declare their understanding and intent that the burden of the covenants, reservations, and restrictions set forth herein touch and concern the land in that OWNERS' legal interest in the Historic Property.

(c) CITY and OWNERS hereby further declare their understanding and intent that the benefit of such covenants, reservations, and restrictions touch and concern the land by enhancing and maintaining the historic characteristics and significance of the Historic Property for the benefit of the CITY, public (which includes, but is not limited to the benefit to the public street generally located at 908 Fremont Street), and OWNERS.

(9) Notice.

(a) Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by the parties hereto.

CITY: City of Santa Clara
Attn: City Clerk
1500 Warburton Avenue
Santa Clara, CA 95050

OWNERS:	Todd Rosenbaum	Kristy Rosenbaum
	908 Fremont Street	908 Fremont Street
	Santa Clara, CA 95050	Santa Clara, CA 95050

(b) Prior to entering a contract for sale of the Historic Property, OWNERS shall give thirty (30) days notice to the CITY and it shall be provided at the address of the respective parties as specified above or at any other address as may be later specified by the parties hereto.

(10) No Partnership or Joint Enterprise Created. None of the terms, provisions, or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors, or assigns; nor shall such terms, provisions, or conditions cause them to be considered joint ventures or members of any joint enterprise.

(11) Hold Harmless and Indemnification. To the extent permitted by law, OWNERS agree to protect, defend, hold harmless and indemnify CITY, its City Council, commissions, officers, agents, and employees from and against any claim, injury, liability, loss, cost, and/or expense or damage, however same may be caused, including all costs and reasonable attorney's fees in providing a defense to any claim arising there from for which OWNERS shall become legally liable arising from OWNERS' acts, errors, or omissions with respect to or in any way connected with this Agreement.

(12) Attorneys' Fees. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations, or restrictions contained herein,

or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to costs and other relief ordered by the court.

(13) Restrictive Covenants Binding. All of the agreements, rights, covenants, reservations, and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Historic Property, whether by operation of law or in any manner pursuant to this Agreement.

(14) Mills Act Historic Property Contract Application Requirements. An application for a Mills Act Historic Property Contract shall be made through the Planning Division and shall include the following:

- a. a Historic Resources Inventory form;
- b. the description of the preservation or restoration efforts to be undertaken as referenced in paragraph 3 (b) as Exhibit "D";
- c. a statement of justification for the Mills Act Historic Property designation and reassessment; and,
- d. the Mills Act Historic Property Contract filing fee pursuant to paragraph 17.

(15) Mills Act Historic Property Contract Approval. Based upon the Historical and Landmarks Commission's ("Commission") review of the Mills Act Historic Property Contract criteria and recommendation to Council, and based upon the recommendation and approval by Council, a Mills Act Historic Property Contract may be entered into with OWNERS. The decision of the City Council shall be final and conclusive in the matter.

(16) Recordation and Notice. No later than twenty (20) days after the parties execute and enter into this Agreement, the CITY shall cause this Agreement to be recorded in the office of the County Recorder of the County of Santa Clara.

(17) Fees. The Planning Department may collect such Mills Act Historic Property Contract application fee of \$5,766.00 (five thousand, seven hundred and sixty six dollars), or other fees for the administration of this contract as are authorized from time to time by the City Council. Such fees do not exceed the reasonable cost of providing the service for which these fees are charged. OWNERS shall pay the County Recorder's Office recordation fees for recordation of this Mills Act Historic Property Contract and the recordation of the OWNERS updated Historic Resources Inventory form.

(18) Ordinary Maintenance. Nothing in this contract shall be construed to prevent the ordinary maintenance or repair of any exterior architectural feature in or on any Historic Property covered by this contract that does not involve a change in design, material, or external appearance thereof, nor does this contract prevent the construction, reconstruction, alteration, restoration, demolition, or removal of any such external architectural feature when the Director of Community

Development determines that such action is required for the public safety due to an unsafe or dangerous condition which cannot be rectified through the use of the California Historical Building Code and when such architectural feature can be replaced according to the Secretary of Interior's Standards.

(19) **California Historical Building Code.** The California Historical Building Code ("CHBC") provides alternative building regulations for the rehabilitation, preservation, restoration, or relocation of structures designated as Historic Properties. The CITY's building permit procedure shall be utilized for any Historic Property which is subject to the provisions of this Agreement, except as otherwise provided in this Agreement or the CHBC. Nothing in this Agreement shall be deemed to prevent any fire, building, health, or safety official from enforcing laws, ordinances, rules, regulations, and standards to protect the health, safety, welfare, and property of the OWNERS or occupants of the Historic Property or the public.

(20) **Conservation Easements.**

(a) Conservation easements on the facades of the Historical Property may be acquired by the CITY, or on the CITY's behalf, by a nonprofit group designated by the CITY through purchase, donation, or condemnation pursuant to California Civil Code Section 815.

(b) The OWNERS, occupant, or other person in actual charge of the Historical Property shall keep in good repair all of the exterior portions of the Historic Property, and all interior portions thereof whose maintenance is necessary to prevent deterioration and decay of any exterior architectural feature.

(c) It shall be the duty of the Director of Community Development to enforce this section.

(21) **Severability.** If any section, sentence, clause, or phrase of this Agreement is, for any reason, held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, or by subsequent preemptive legislation, such decision shall not affect the validity and enforceability of the remaining provisions or portions of this Agreement. CITY and OWNERS hereby declare that they would have adopted this Agreement, and each section, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases may be declared invalid or unconstitutional.

(22) **Integrated Agreement - Totality of Agreement.** This Agreement embodies the agreement between CITY and OWNERS and its terms and conditions. No other understanding, agreements, or conversations, or otherwise, with any officer, agent, or employee of CITY prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon CITY.

(23) **Captions.** The captions of the various sections, paragraphs and subparagraphs are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

(24) **Statutes and Law Governing Contract.** This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California.

(25) **Amendments.** This Agreement may be amended, in whole or in part, only by a written recorded instrument executed by the parties hereto.

IN WITNESS WHEREOF, CITY and OWNERS have executed this Agreement on the day and year first written above.

**CITY OF SANTA CLARA, CALIFORNIA,
a chartered California municipal corporation**

APPROVED AS TO FORM:

Brian Doyle
City Attorney

Deanna J. Santana
City Manager

1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax Number: (408) 241-6771

“CITY”

**Todd Rosenbaum and Kristy Rosenbaum,
Owners of 908 Fremont Street**

By: _____
Todd Rosenbaum
908 Fremont Street
Santa Clara, CA 95050

By: _____
Kristy Rosenbaum
908 Fremont Street
Santa Clara, CA 95050

“OWNERS”

Exhibits:

- A – Property Description
- B – Primary Record
- C – Standards for Rehabilitation
- D – Restoration Schedule

\\VSRVFSPROD01\Electric\Datafile\PLANNING\2019\Project Files Active\PLN2019-13714 908 Fremont Street\Mills Act Contract\Mills Act Contract.doc

ORDER NO. : 0623013643

EXHIBIT A

The land referred to is situated in the County of Santa Clara, City of Santa Clara, State of California, and is described as follows:

BEGINNING at the intersection of the Southerly line of Fremont Street with the Westerly line of Lafayette Street, running thence Westerly along said line of Fremont Street 95 feet; thence Southerly and parallel with the Westerly line of Lafayette Street 124.50 feet; thence Easterly and parallel with the Southerly line of Fremont Street 95 feet to the Westerly line of Lafayette Street and thence Northerly along said line of Lafayette Street 124.50 feet to the point of beginning, and being a part of Block 2 North Range 1 East, according to a Map entitled "Map of the Town and Sub Lots of Santa Clara, Santa Clara County, California" which said map was recorded August 22, 1866 in the office of the County Recorder of Santa Clara County, California in Volume B of Maps, page 103.

APN: 269-16-032

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State of California — The Resources Agency DEPARTMENT OF PARKS AND RECREATION PRIMARY RECORD	Primary# _____ HRI# _____ Trinomial _____ NRHP Status Code _____ <div style="display: flex; justify-content: space-between;"> <div>Other Listings Review Code _____</div> <div>Reviewer _____</div> <div>Date _____</div> </div>
---	---

Page 1 of 23 *Resource Name or #: (Assigned by recorder) *A. W. Nuttman Residence*

P1. Other Identifier: *908 Fremont St., Santa Clara. CA.*

***P2. Location:** ☐ Not for Publication ☒ Unrestricted ***a. County** *Santa Clara*

and (P2c, P2e, and P2b or P2d. Attach a Location Map as necessary.)

***b. USGS 7.5' Quad** *San Jose West* **Date** *1980 photo revised* **T 7S; R 1W; unsectioned; Mt. Diablo B.M.**

c. Address *908 Fremont Street* City *Santa Clara* Zip *95050*

d. UTM: (Give more than one for large and/or linear resources) Zone __, __ mE/ __ mN

e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, etc., as appropriate)

Assessor's Parcel Number: 269-16-032

South side of Fremont Street between Lafayette and Washington Streets

***P3a. Description:** (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)

The subject property at 908 Fremont Street is located in the urban setting of a block of houses with tree lined streets that was primarily developed in the first half of the twentieth century with the southernmost one-third of the block redeveloped in the late 1960s. Due to the differing periods of development, the lots in the northernmost two-thirds of the block have widths that vary from 45' to 100.50' wide and lengths that range from 145' to 157' deep. The homes are setback from the street with urban sized front yards. Like the neighboring blocks, the streetscape is a pleasant one which evokes the sense of an early Santa Clara neighborhood.

(Continued on page 2, form 523L)

***P3b. Resource Attributes:** (List attributes and codes) *HP2 Single – Family Property*

***P4. Resources Present:** ☒ Building ☐ Structure ☐ Object ☐ Site ☐ District ☐ Element of District ☐ Other (Isolates, etc.)

P5a. Photograph or Drawing (Photograph required for buildings, structures, and objects.)



***P5b. Description of Photo:** (view, date, accession #)

Front façade (view toward Southeast) Photo No: 100_2177, 11/2017

***P6. Date Constructed/Age and Source:**

☒ Historic ☐ Prehistoric ☐ Both

1937

Assessor's Records, Architect Records, City Directories, Sanborn Maps,

***P7. Owner and Address:**

Kristy and Todd. Rosenbaum

908 Fremont Street

Santa Clara, CA 95050

***P8. Recorded by:** (Name, affiliation, and address)

Lorie Garcia

Beyond Buildings

P.O. Box 121

Santa Clara, California 95052

***P9. Date Recorded:** *January 19, 2018*

***P10. Survey Type:** (Describe) *Intensive*

***P11. Report Citation:** (Cite survey report and other sources, or enter "none.") *Historic Resources Inventory Form "908 Fremont St.," dated July 1988.*

***Attachments:** ☐ NONE ☒ Location Map ☒ Continuation Sheet ☒ Building, Structure, and Object Record ☐ Archaeological Record ☐ District Record ☐ Linear Feature Record ☐ Milling Station Record ☐ Rock Art Record ☐ Artifact Record ☐ Photograph Record ☐ Other (List):

State of California — The Resources Agency
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*Resource Name or # (Assigned by recorder) A. W. Nuttman Residence

Recorded by: Lorie Garcia

*Date 01/19/2018

☐ Continuation ☒ Update

(Continued from page 1, Form 523A, P3a. Description)

The primary building on the site is a 3,207sq. ft., two-story house, with a one-story wing, that is situated on a large, double, 11,827 sq. ft. lot at the corner of Fremont and Lafayette Streets. Fronting roughly north onto Fremont Street, the house is set back from both streets, allowing for a surrounding open area with lawn and shrubbery. Located adjacent to the south side property line a large concrete driveway, which opens onto Lafayette Street, leads to a detached garage. A wide, straight, patterned concrete walkway, leads from the Fremont Street sidewalk to the front (main) entry. A narrower, patterned concrete walkway leads from the sidewalk on Lafayette Street to a secondary entry in the one-story rear wing.

Constructed in 1937, the residence was designed in a modified version of the Garrison Colonial style and appears to be the sole house of this style existing in Santa Clara. According to McAlester, Garrison Colonial is a sub style of the Colonial Revival architectural style that was mainly built during the period from 1935 to 1955. Sharing many of the same characteristics with the Colonial Revival architectural style, it is almost never seen until the late 1920s and peaked in popularity in the 1930s. Character defining features that distinguish it from its earlier Colonial Revival precedents are an extension of home's second story to overhang the first story wall below along with a masonry-veneered first story and wood siding above. The shape and form of the Garrison Colonial is a two-story rectangular box. Among this style's common derivations are the addition of a single-story wing and differences in the detailing. This home's plan, shape, materials and details reflect its architectural heritage as a Garrison Colonial structure.

The subject residence's plan reflects the architect's slight modification from that of the typical Garrison Colonial plan, which was a rectangular two-story building with a small one-story rectangular wing usually extending from the side elevation. On the subject building, while the main two-story portion of this house is rectangular in form, a larger than usual, square, single-story wing projects from the rear. The house is set over a partial basement, which elevates the living area about 24". Both the two-story main body of the residence and the single-story wing have, medium-pitched, complex hipped roofs with multiple hips. The roofs are sheathed in red cedar shakes (as called for in the original specifications). They have narrow, overhanging, open eaves and exposed rafters. Two masonry covered chimneys with decorative chimney pots, punctuate the roof of the east elevation. A larger, brick, exterior fireplace chimney projects from the rear. The architect who designed this home modified the front facade by altering it from a single flat plane, as was typical, and dividing it into three sections with each section slightly stepped back from the prior section. The east side-elevation was also modified with the rear portion slightly stepped back from the front.

Supplemental Photograph or Drawing



Another architect modification is that on the easternmost and middle sections of the front facade, the east side-elevation, and the east rear facade of the two-story building, instead of an actual second story overhang, a decorative band of projecting trim creates the appearance of one. Wide horizontal siding sheathes this second-story portion of the home with a wide plain band set under the second story's trim. The rear of the east side-elevation first story is cut-away with a carved bracket supporting the overhanging corner of the second story. Excepting the middle front facade section of the first-story, which is sheathed in brick veneer that highlights the main entry, the remainder of the residence is covered with masonry. A projecting angled bay window punctuates the body of the house on the front facade's first story. The bay is supported by a row of bricks with a large brick planter below.

Description of Photo: (view, date, accession #)
(Camera pointing east) Front Facade and west side elevation, Photo No: 100_2182; 11/2017.

(Continued on page 3, Form 523L)

State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
CONTINUATION SHEET

Primary #
HRI #
Trinomial

Page 3 of 23 *Resource Name or # (Assigned by recorder) A. W. Nuttman Residence
Recorded by: Lorie Garcia *Date 01/19/2018 ☐ Continuation ☒ Update

(Continued from page 2, Form 523L)

The main entry is centered on the north front façade and is accessed by three brick steps leading to a small front porch that is absorbed into the perimeter of the house. Typical decorative Garrison Colonial detailing is found on the entry. These include the entry surround with pilasters to either side with a simple decorative trim band and cap across the top, and sidelights flanking a centered, Colonial-style paneled wooden entry door. Each sidelight consists of a fixed window comprised of diamond-shaped lights, set above a decorative wood panel. A secondary entry on the east side elevation provides access into the one-story wing, and a set of 8-paned French doors, flanked by similar single doors, provide entry into this wing from the courtyard.

Fenestration on the first and second stories of the main body of the house is mainly typical Garrison Colonial style; rectangular in form, vertically oriented, multi-light (8-over-8-lights) double-hung windows, flanked by wooden shutters, that are symmetrically placed. A prominent exception is the row of three, four-paned casement windows with shutters, centered in the front facade's second story directly above the main entry. A narrow window box supported by six brackets with carved ends, ornaments this row. The fixed windows of the front-facing bay are comprised of small diamond shaped lights, similar to those of the front entry sidelights. Fenestration of the north side-elevation consists of four, symmetrically placed (two on the second story and two on the first), multi-light (8-over-8-lights) double-hung windows, flanked by wooden shutters. Fenestration of the east side-elevation consists of similar multi-light windows in the front portion but differs in this elevation's inset rear portion. Fenestration of this portion's first story consists of a pair of narrow 8-paned casement windows, followed by a single similar window set into the cut-away face of the elevation. No shutters flank these windows. A pair of casement windows, flanked by shutters and ornamented with a window box similar to that on the front facade, but smaller with four supporting brackets that have carved ends, is set into the second story. All the windows on the two-story body of the house have projecting sills and are surrounded by narrow, plain frames. The multi-light, double-hung windows have a decorative apron.

The most striking difference in the fenestration of the single story wing is the absence of shutters on the double-hung windows. And, although fenestration of both the west side-elevation and rear facade of this wing consists of two multi-light (8-over-8-lights) double-hung windows, the east side-elevation's windows are markedly different. Fenestration of this elevation consists of a ribbon of small, six-light casement windows with shutters with a medium-sized, four-light window set to the side of the secondary entry door. The single-story wing's windows are trimmed similar to those of the two-story body of the house with narrow plain frames. However, they have a plain instead of a decorative apron.

On the east side-elevation and protected by a window well and wrought-iron railing, a basement window allows light and ventilation into this space.

The east facing, hip-roofed, detached garage is located adjacent to the south property line. Located between the garage and the single-story wing, and attached to both buildings, is a covered walkway. This walkway's sheltering structure is open on the interior courtyard side and closed on the street side. An medium-sized opening in the exterior wall is decorated with a grille comprised of turned wooden posts. Both the garage and exterior wall of the connecting walkway's sheltering structure are sheathed in masonry. A brick wall, covered in masonry, leads from the rear of the west side elevation to an east-facing structure that shelters a large brick barbeque. An arched wooden gate set into this wall, adjacent to the barbeque structure, provides access to the courtyard from the front yard. Similar to the garage, this structure's walls are sheathed in masonry and it has a hipped roof. The large side/rear yard includes a courtyard, paved in concrete that is located between the house and barbeque, open space and planting beds.

The property is in excellent condition. No alterations have been made to either the house or other buildings or structures on the property since its design and construction per the specifications of materials to be used, dated May 14, 1937.

State of California c The Resources Agency Primary #
 DEPARTMENT OF PARKS AND RECREATION HRI #
BUILDING, STRUCTURE, AND OBJECT RECORD

*NRHP Status Code N/A

Page 4 of 23*Resource Name or # (Assigned by recorder) A. W. Nuttman ResidenceB1. Historic Name: Nuttman ResidenceB2. Common Name: NoneB3. Original Use: Single family residential B4. Present Use: Single family residential*B5. Architectural Style: Garrison Colonial

*B6. Construction History: (Construction date, alterations, and date of alterations)

The residence was constructed in 1937. There have been no alterations.*B7. Moved? ☒ No ☐ Yes ☐ Unknown Date: _____ Original Location: _____

*B8. Related Features:

Detached garage, walkway and walkway shelter (located between the house and garage), brick barbeque and barbeque structure, wall and gate (located between the house and barbeque structure). Constructed in 1937, concurrent with the residence, and unaltered.

B9a. Architect: Ralph Wyckoffb. Builder: not known*B10. Significance: Theme Architecture and Shelter Area Santa Clara Old QuadPeriod of Significance 1937-1970 Property Type Residential Applicable Criteria none

(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.)

The parcel located at 908 Fremont Street is a portion of a larger parcel that had originally been identified as Block 2 North, Range 1 East of the original survey of the City of Santa Clara. This survey was done July 1866 by J. J. Bowen and recorded on August 22 of that same year. (It is this survey that forms the basis for the part of Santa Clara known as the "Old Quad.")

Block 2N, R1E, framed by Washington, Fremont, Lafayette and Benton Streets, was an un-subdivided, 92261 sq. ft. block in 1866. According to the list of property owners and their improvements, which accompanied the 1866 survey, the block was owned by James P. Pierce, a capitalist. A frame house, barn, vineyard and an orchard are shown as the improvements on this property. Pierce, who owned several properties in Santa Clara, did not live here but instead resided on Sub-Lot 21, his 95 acre farm, in the home he had named New Park.

As shown on the Plat Map of the Town of Santa Clara, drawn circa 1873-75, by now Block 2N, R1E was owned by F. C. Franck. Regarded as "One of the best known and most honored pioneer citizens of Santa Clara County," Franck was eminently successful, invested wisely and had early on acquired substantial property holdings.

(Continued on page 5, Form 523L)

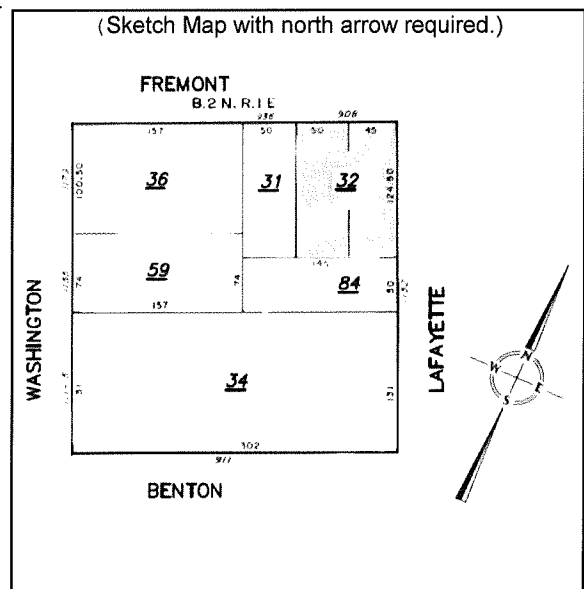
B11. Additional Resource Attributes: (List attributes and codes) HP2 – Single Family Property

*B12. References: Douglas, Jack, "Ralph Wyckoff, Local Architect, Leaves His Mark," 1988; Garcia, Lorie, "Santa Clara: From Mission to Municipality," 1997; Map of the Town of Santa Clara, drawn by C. E. Moore, 1893; McAlester, Virginia & Lee, "A Field Guide to American Houses," 1991; Polk and Husted City Directories, 1937-1985; San Jose Mercury: 02/17/1918, 03/19/1918, "Long-Time Architect Ralph Wyckoff Dies," 08/18/1956; San Jose Mercury Herald: 06/05/1920, 06/12/1920; Sanborn Fire Insurance Maps, 1891, 1901, 1915, 1930, 1950; Santa Clara News: 03/08/1918, 06/13/1919, 11/18/1926, 01/15/1948; Sawyer, Eugene, "History of Santa Clara County," 1922; The Evening News, 02/18/1918, 07/16/1918, 10/30/1918, 08.22/1922; United States Census: 1870, 1880, 1900, 1910, 1920, 1930, 1940.

B13. Remarks:

*B14. Evaluator: Lorie Garcia*Date of Evaluation: January 19, 2018

(This space reserved for official comments.)



State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
CONTINUATION SHEET

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*Resource Name or # (Assigned by recorder) A. W. Nuttman Residence

*Recorded by: Lorie Garcia

*Date 01/19/2018

☐ Continuation

☒ Update

(Continued from page 4, Form 523B, B10. Significance)

Frederick Christian Franck had arrived in America prior to the Gold Rush. Born in Bavaria in 1828, at age 15 he left school to learn the harness and saddle making trade and two years later immigrated to the United States. Here he worked in New York City making saddles for the US government to use in the Mexican-American War. In 1848 he left New York, finding work in Cleveland, Buffalo, Cincinnati, Louisville and New Orleans before starting to California in 1851, where he arrived in San Francisco in February 1852.

Franck set out for the gold mines, but by the end of the following year, he decided that gold mining was not as fruitful as he had hoped and established a shop in S.F. for the manufacture of saddles and harnesses. In 1855, at age 27, he moved to Santa Clara where he became a partner in John Henry Messing's saddle and harness business, and acquired a partial ownership in the Santa Clara Tannery. Two years later, he married Caroline Durmeyer, a native of Strasburg, whose family had arrived in Santa Clara in the early 1850s. In 1859, upon the retirement of Messing, F. C. Franck obtained full ownership of their saddle and harness business. He would run this business, which was located in the Franck Building, the commercial building he owned on Franklin between Washington and Main Streets, for the next 30 years.

In June 1872, his wife, Caroline, had given birth to their first child, a daughter they named Caroline, and the Franck family moved into the existing house on the block (later numbered 1159 Washington Street) from their previous residence in the Franck Building. Two years later, their second child, a son they named Frederick Christian (Fred) after his father, was born.

Over the years, Frederick C. Franck had become highly involved in community affairs and served in many positions of "public trust." From 1866 through 1870 Franck was elected to serve as a Town Trustee for the Town of Santa Clara. In 1871, F. C. Franck was elected as a State Assemblyman and served two consecutive two-year terms. In 1884, he would be elected to serve as a State Senator.

In 1891, F. C. Franck had a new, imposing, residence constructed on the northeast corner of Washington and Benton Streets, next to the original house, and the Franck family moved into this home (1115 Washington Street) and he rented out the original house. The C. E. Moore Map of the Town of Santa Clara, drawn in December 1893 shows that F. C. Franck still owned the entire block. Caroline (Durmeyer) Franck passed away in early 1900 and was followed by Frederick Christian Franck on December 20, 1902. Upon his death, the Franck children, Caroline and Fred, inherited Block 2N, R1E. Caroline, who lived in her family home and was by now married to William Lane with a ten year-old son, Frank, received the southern one-third of the block and Fred (married to Maude) the northern two-thirds. Except for the "new" house and original house, the block was still undeveloped.

By 1905, the original house (1159 Washington St.) had been demolished and that year, Fred C. Franck had a residence constructed for him on the property he had inherited from his father. Located on the southeast corner of Washington and Fremont Streets (1179 Washington Street), this was a large Colonial Revival home, the most popular architectural style of the time. The rest of Block 2N, R1E remained unchanged. The 1915 Sanborn Fire Insurance map shows that by then, both Fred and Caroline had created a new parcel on each of their respective portions of the block and each parcel had a new home on it. The new dwelling on Fred's portion was sited facing Lafayette Street, where at one time the barn had existed, and that on Caroline's portion was located on the northwest corner of Benton and Lafayette Streets, facing Benton Street. The configuration of the block would remain unchanged until the mid-1930s.

Maintaining the western half of the property he had inherited from his father, on which he had constructed his home, in the mid-1930s Fred C. Franck sold the remainder of the eastern half of the property. This portion was divided into two lots, one approximately 47' x 124.50' and one lot 95' x 124.50, with a small residence facing Fremont Street constructed on the smaller lot. As shown on the deed recorded on October 7, 1936, Fred C. Franck and his wife Maude sold the 95' x 124.50' parcel of their B2N, R1E property, located at the northwest corner of Fremont and Lafayette Streets to a prominent Santa Clara businessman, A. W. Nuttman. Nuttman then hired noted architect Ralph Wyckoff to design a "two-story residence to be erected for Mr. A. W. Nuttman at the corner of Lafayette & Fremont in Santa Clara," to be constructed on his newly acquired property. The plans were completed by May 1937, as shown in the "Specifications of Material and Labor to be used in the construction of the Residence, dated May 14, 1937." The City Directories show that by 1938, A. W. Nuttman was living in his new impressive home, which the 1940 Census shows was valued at \$15,000. This is the subject residence at 908 Fremont Street.

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A. (Aloysius) W. Nuttman was born in Santa Clara on December 25, 1891, to John and Rosa Nuttman. Both his parents had immigrated from Germany in 1870, John from Hanover and Rosa from Bavaria, and first settled in Newbury, Illinois. Here, John became a successful farmer, before coming to California in 1888. A. W. was the couple's 6th child and 2nd son. (Later, John and Rosa would have 6 more children.) In Santa Clara, John Nuttman found first employment in the Ice and Coal business and then became the proprietor of a saloon "on a corner close to the campus" of the College of Santa Clara. The saloon "worried the College's Father Raggio" who made John Nuttman "a proposition." If he would close his saloon, Father Raggio would get him a good job." John Nuttman closed his saloon and was given the position of Cemetery Superintendent in the Santa Clara Catholic cemetery.

A. W. Nuttman grew up in the house his father owned at 510 Lincoln Street. In Santa Clara, he received a good education, including attending Santa Clara College.. When A. W. Nuttman was in his teens, the family moved to San Francisco where his father began the manufacturing of caskets, starting on a small scale and enlarging his business until his establishment had become the second largest in the City. It is believed that this contributed to A. W. Nuttman's entering the funeral home profession. An ambitious young man, by the time he was 19 years-old, A. W. Nuttman was employed as an embalmer at an undertaking business in San Francisco.

In 1913, A. (Aloysius) W. Nuttman married his first wife, Lillian (Reineger), a native of San Francisco, and two years later, they had a daughter they named Rose after his mother. In 1917, with his wife and daughter, A. W. Nuttman returned home to Santa Clara and on February 18, 1918, a story in The Evening News announced that, "The undertaking parlors of William Fleury at the corner of Washington and Lexington streets have been purchased by A. W. Nuttman....who will improve and enlarge the establishment. Mr. Nuttman will live here with his family."

In March, Kelly Bros. began the job of moving Fleury's old building to the end of the lot and ground was broken for the new building. The contract for the construction of an entire new building on the site was awarded to Morrison Bros. It was to be "strictly up-to-date in every detail" with "undertaking parlors and a residence and cost an estimated \$8,000. The Nuttman family moved into the residential apartment on the second story of his building at 807 Washington Street and for the following two decades, A. W. Nuttman would reside at that location.

Along with his involvement in his undertaking business, soon after returning home to Santa Clara, A. W. Nuttman became engaged in community affairs. A June, 1919, article in the Santa Clara News stated that, "Since becoming a resident of Santa Clara, less than two years ago, A. W. Nuttman has become known as a very active member of the community in all public events. He is a director of the Santa Clara Chamber of Commerce, served as a member of the War Council and was a particularly enthusiastic worker in all war issues. He is a young man and full of energy, entering wholeheartedly into all civic movements." As an active member of the Hose Brigade, one of Santa Clara's volunteer fire companies, in 1920 Nuttman was elected secretary of that organization and appointed as a member of the committee formed to celebrate the company's 45th anniversary. A member of the Sodality Club of Santa Clara, the Knights of Columbus and the Elks Club in San Jose, A. W. Nuttman was also an active member and officer of the Santa Clara Parlor, No. 100, of Native Sons of the Golden West and an officer of the Chapter Oak Camp No. 321, Woodmen of the World.

As a result of what was considered to be his painstaking attention to detail, during the 1920s A. W. Nuttman's business expanded and his undertaking establishment came to be considered as one of the finest in Santa Clara County with only two others, both in San Jose, thought to be superior to his. His personal life, however, did not fare as well as his business and civic life. By the late 1920s A. W. Nuttman was divorced. His ex-wife, Lillian moved with their daughter Rose, to San Francisco and A. W. Nuttman continued living in his residential quarters at the site where his Funeral Home was located. However, a decade later, significant changes had occurred in his personal life. Along with the purchase of the property and construction of a new residence at 908 Fremont Street, A. W. Nuttman had married for a second time and when he moved into his new home, it was with his new wife, Norma C. (Hughes). A. W. and Norma C. Nuttman would reside in this home the rest of their lives.

A. W. Nuttman continued to prosper and by January 1948, he had been elected President of the Santa Clara County Funeral Directors Association. A. W. Nuttman continued to be actively involved in his business until in the 1960s, when the City of Santa Clara's Urban Redevelopment project virtually destroyed it, as this project resulted in the demolition of the downtown area's eight blocks between Benton & Liberty (Homestead), Monroe & Lafayette Streets. The "downtown" core was effectively removed, as every building, including Nuttman's Funeral Home, which had existed in the impacted area was razed, with the exception of the Main Post Office, a Federal Building.

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Block 2N, R1E, the block on which the Nuttman's residence was located, was also affected by Urban Redevelopment. Like her brother, in the mid-1930s, Caroline (Franck) Lane had sold part of the property she had inherited from her father. The parcel she sold, fronted on Benton Street and ran between the parcel containing Frederick Christian Franck's imposing home and Lafayette Street and, as shown on the 1950 Sanborn Fire Insurance Map, by then three dwellings facing Benton Street, had been erected on the parcel. As a result of Urban Redevelopment, Benton Street was rezoned and Block 2N, R1E's Benton Street face between Washington and Lafayette Streets was completely altered. F. C. Franck's 1891 home was demolished and a new Wells Fargo Bank constructed on the site. The three dwellings adjacent to the site of the 1891 home were demolished for the construction of the bank's parking lot.

On February 20, 1970, A. (Aloysius) W. passed away. His widow, Norma C. inherited the property at 908 Fremont Street and remained living in the residence along with her brother, Arnold "Rocky" Hughes, whom it appears had moved in with her. On November 29, 1980, forty-three years after she and her husband, A. W. Nuttman, had moved into their new home at 908 Fremont Street, Norma passed away. Her brother continued living in the subject residence until 1985. At that time, it was sold to Walter Cavanagh and Nancy D'Amato.

While living here, Walter Cavanagh made the Guinness Book of Records for having the most credit cards of any person in the Country and became well known in Santa Clara, where he would speak at various service clubs and display his collection. In November, 2017, the current owners, Kristy & Todd Rosenbaum, purchased the residence at 908 Fremont Street from Nancy D'Amato.

Historic Evaluation

In order to be considered historically or culturally significant, a property must satisfy certain requirements. It must be 50 years old or older (except in cases of exceptional significance); it must retain historic integrity; it must meet one or more of the National Register of Historic Places criteria for significance, and/or the California Register of Historic Resources criteria for significance, and/or the criteria for listing in a local historic resource inventory.

Age Requirement.

Constructed in 1937, the subject residence at 908 Fremont Street is over 50 years old and thus meets the age requirement..

Integrity Requirement.

Integrity refers to a property's ability to convey its significance. Significance is conveyed by the retention of a resource's visual and physical characteristics and its surroundings. The National Register of Historic Places criteria recognize seven aspects to integrity. These are location, design, setting, materials, workmanship, feeling and association. To retain historic integrity, a property will always possess several and usually most of these aspects. Both the California Register of Historic Resources and the City of Santa Clara Criteria for Local Significance follow the National Register integrity criteria.

The property at 908 Fremont Street has been beautifully maintained and the architectural integrity of the structure has not been diminished. There have been no alterations to the home's interior or exterior since it was constructed and thus, the visual and character defining features of the historic building have been preserved and retained. The residence retains its original configuration and location.. The historical use of the building has not changed and it remains a single family home. The subject property is set within a historic residential setting in the area of Santa Clara known as the "Old Quad," and the immediate surroundings retain the majority of the qualities that reflect the period in which it was constructed.

The subject property retains enough of its historic character and appearance to be recognizable as a historic property and to convey the reason for its significance (integrity).

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National Register of Historic Places Criteria

There are not any events associated with the residence at 908 Fremont Street which have made a significant contribution to the broad patterns of history or cultural heritage. It would therefore appear that the building would not be eligible for the National Register of Historic Places based on Criterion A (associated with events that have made a significant contribution to the broad patterns of our history). The building has had 3 sets of owners over the 80 years of its existence and although the original owner, A. W. Nuttman, is important to the history of the City of Santa Clara, this does not appear to reach the level of significant influence required under Criterion B to be considered eligible for the National Register. Neither do any of the other occupants appear to be significant to the history of the region, Nation or State of California. It would therefore appear that the building at 908 Fremont Street would not be eligible for the National Register based on Criterion B (associated with the lives of persons significant in our past). However, as an stately, unmodified, example of the Garrison Colonial architectural style that was designed in 1937 by Ralph Wyckoff, a noted California architect, under National Register Criterion C the residence at 908 Fremont Street does "embody the distinctive characteristics of a type, period, or method of construction" and "represents the work of a master" and "represent[s] a significant and distinguishable entity whose components may lack individual distinction." Therefore, it does appear that the building may be eligible for the National Register of Historic Places under Criterion C.

California Register of Historic Resources Criteria

The Criteria for listing in the California Register of Historical Places are consistent with those for listing in the National Register. However, they have been modified to better reflect the history of California at both a local and State level. Criterion 1 is the California Register equivalent of the National Register Criterion A (events) and California Register Criterion 2, the equivalent of National Register Criterion B (persons). While the property at 908 Fremont Street does not appear to be eligible for the California Register based on Criterion 1, under Criterion 2, the building does have a direct association with the life of A. W. Nuttman, a person important to local history. Thus it would appear that the building would be eligible for the California Register at a local level based on Criterion 2. Criterion 3 addresses the distinctive characteristics of a type, period, region, or method of construction. Colonial Revival was a dominant style for domestic building throughout the first half of the 20th Century. Designed by Ralph Wyckoff, a noted California architect, the subject building is a fine example of the Garrison Colonial architectural style. It is unmodified and the integrity of the interior and exterior of the residence and its attached structures, i.e. garage, barbeque, arcades, etc., are intact. The property remains as designed and constructed in 1937. Thus it appears to reach the level of significance necessary to be eligible individually for the California Register under Criterion 3.

City of Santa Clara Criteria for Local Significance

In 2004, The City of Santa Clara adopted Criteria for Local Significance. Under these criteria, "any building, site, or property in the city that is 50 years old or older and meets certain criteria of architectural, cultural, historical, geographical or archaeological significance is potentially eligible," to be a "Qualified Historic Resource." The evaluator finds that the property meets the following criteria:

Criteria for Historically or Cultural Significance:

To be Historically or culturally significant a property must meet at least one of the following criterion:

1. The site, building or property has character, interest, integrity and reflects the heritage and cultural development of the city, region, state or nation.

One of the most classic of historic house styles is the Colonial Revival and its various sub styles. Stately and distinguished, these were substantial homes that declared that the owners were persons with a solid center and traditional values. Constructed in 1937

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and designed as a Garrison Colonial style house for a prominent Santa Clara businessman, the unmodified A. W. Nuttman residence has interest, integrity and character and reflects the type of substantial homes built in Santa Clara in the last quarter of the 19th Century and first half of the 20th Century for members of Santa Clara's business and professional community.

3. The property is associated with an important individual or group, who contributed in a significant way to the political, social, and/or cultural life of the community.

The residence at 908 Fremont Street was constructed for A.(Aloysius) W. Nuttman, a leading Santa Clara businessman, who was also " known as a very active member of the community in all public events." With his involvement in Santa Clara's social and business life, he made significant contributions to both its economic and cultural growth.

The subject property does not meet Criteria for Historically or Cultural Significance 2, 4, 5 or 6. However, it does meet Criteria for Historically or Cultural Significance 1 and 3, of the City of Santa Clara Criteria for Local Significance.

Criteria for Architectural Significance:

To be architecturally significant a property must meet at least one of the following criterion:

1. The property characterizes an architectural style associated with a particular era and/or ethnic group.

The residence at 908 Fremont Street was designed and constructed in 1937 as a Garrison Colonial home, an architectural style associated with a particular era. According to McAlester the Garrison Colonial is a variation of the Colonial Revival architectural style that was mainly built during the period from 1935 to 1955. While the Colonial Revival style was hugely popular during the first quarter of the 20th century, the Garrison Colonial sub style, while it shares many of the same characteristics with the Colonial Revival architectural style, is almost never seen until the late 1920s. During the 1930s, the style peaked in popularity, becoming much more common. It remained a popular style into the 1950s when more modern styles begin to emerge.

2. The property is identified with a particular architect, master builder or craftsman.

The residence at 908 Fremont Street was designed by Ralph Wyckoff (1884-1956), a notable California architect who "had a career that was characteristic of the period when California architecture was coming of age." He worked in many styles over the breadth of this career. ranging from Craftsman to Period Revival, Spanish Style and the Moderne Styles of the 20s and 30s, and lastly to the stark functional buildings of the 1950s.

Born in Watsonville, Wyckoff began his training, working as a draftsman for the firm of William H. Weeks in Watsonville. Following the 1906 earthquake he was transferred to Week's San Francisco office. While here, Wyckoff earned a scholarship to the famous Ecole des Beaux Arts in Paris. After the completion of his education at the Ecole des Beaux Arts and earning a certificate in architecture in 1914, he returned to California and received his California architect's license. Wyckoff then opened his first office in Berkeley. The following year, Wyckoff took over the firm of H. B. Douglas and returned to Watsonville, where "During the next four years he designed a number of distinctive buildings in that city," including Radcliff School and the Watsonville Women's Club, which was "designed in the Arts and Crafts motif, similar to Julia Morgan's Saratoga Women's Club of that same period." In 1919 he joined with Hugh White in Salinas and two years later settled in San Jose in response to the building boom that was occurring in the area.

During the 1920s and early 1930s, Wuckoff designed many schools and commercial buildings, including Salinas High School, San Ysidro School in Gilroy, Los Gatos School, Hester School in San Jose. Saratoga School, Willow Glen Grammar School, McKinnon School in Santa Clara, Anne Darling School in San Jose, Natural Science Building (Washington Square Hall), San Jose State College
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and Washington School in Santa Clara. It has been written of him that as the Great Depression was sweeping the country, "his major contributions to the architecture of the area were the WPA work-inspired buildings, one of which, the new Post Office, constructed in 1933, required the architect to travel to Washington D.C. to get the plan approved." This building is listed on the National Register.

In the mid-1930s, Wyckoff was designing residential structures, including the Stauffer House (1936), Seven Springs Ranch, Cupertino (listed on the California Register), the Paul L. Lion House (1936) and the C.J. Haas House (1938) in San Jose, and the Nuttman Residence (1937) in Santa Clara.

Respected professionally, in 1943 and 1944, Ralph Wyckoff was elected treasurer of the State Association of California Architects and in 1946 and 1947, served as chairman of the Central Coast Chapter of the American Institute of Architects. He also served on a California committee in 1948 to aid the State Architect in facilitating backlog of school plans.

3. The property is architecturally unique or innovative.

Although not innovative, the Garrison Colonial architectural style is sufficiently unusual, that absent many more of this form of Colonial Revival houses being found, it is a very unusual style within the City of Santa Clara. Thus the residence at 980 Fremont Street meets this criterion.

5. The property has a visual symbolic meaning or appeal for the community

Prominently located on a larger than usual corner lot, this stately house provides a strong symbolic and visual appeal for Santa Clara as a rare example of the Garrison Colonial.

7. A building's notable or special attributes of an aesthetic or functional nature. These may include massing, proportion, materials, details, fenestration, ornamentation, artwork or functional layout.

Both the exterior and interior of the residence at 908 Fremont Street have been completely unmodified since its construction in 1937 and the building displays the character defining features of the Garrison Colonial architectural style. These include, but are not limited to, its rectangular footprint; medium-pitch hipped roof with narrow eaves; symmetrical facade; second story with a narrow overhang; wood framed, multi-paned, double-hung windows with shutters; prominent centered entrance with pilasters; Colonial style paneled front door with sidelights; its use of horizontal wood and masonry siding and brick veneer. In addition, the attached structures, i.e. garage, connecting walkway, barbeque, etc, which were designed to complement the residence, are also unmodified and contribute both functionally and ornamentally to the entire property's unique layout.

The subject property does not meet Criteria for Architectural Significance 4 or 6. However, it does meet Criteria for Architectural Significance 1, 2, 3, 5 and 7 of the City of Santa Clara Criteria for Local Significance.

Criteria for Geographic Significance:

To be geographically significant a property must meet at least one of the following criterion:

1. A neighborhood, group or unique area directly associated with broad patterns of local area history.

The subject property is located within the area of Santa Clara known as the "Old Quad" neighborhood, the area that reflects the history of the city's early development. Due to its proximity to the Town's business district, the area of the "Old Quad" in which the Nuttman residence is located was from the beginning mostly settled by wealthy businessmen (and women). As the area re-developed during

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the late 19th and early 20th Century and the original properties were sold to new owners, they were divided into smaller lots with new homes constructed on the new lots. However, due to the location of this area of town, these new homes also tended to be owned by members of the professional trades. The historic residential properties, such that at 908 Fremont Street, contribute to the historic setting that reflects the neighborhood's role in the broad patterns of Santa Clara's early development.

2. A building's continuity and compatibility with adjacent buildings and/or visual contribution to a group of similar buildings.

Within the historic "Old Quad," while the southernmost one-third of the block where this home is located was affected by Urban Redevelopment, the majority of the residential structures on the northernmost two-thirds of the block and those on the blocks to the west and north maintain their original configuration and integrity from the time of their construction. Currently all three of the homes located on the parcels of the Fremont Street, B2N, R1E block face that extends from Washington to Lafayette Streets, are listed on the City of Santa Clara's Historically and/or Architecturally Significant Property List. One of these is a 1905 Colonial Revival residence, one a 1937, Spanish Eclectic Cottage and the third is the subject property at 908 Fremont Street, a 1937 Garrison Colonial residence. Due to the fact that no changes, either architectural or lot configuration, have occurred since its construction in 1937, this residence's architectural style, form and massing and character-defining details are all compatible with the neighboring and nearby historic homes in this area of the "Old Quad."

The subject property does not meet Criteria for Geographic Significance 3 or 4. However, it does meet Criteria for Geographic Significance 1 and 2, of the City of Santa Clara Criteria for Local Significance.

Criteria for Archaeological Significance:

As the property at 908 Fremont Street contains no known or unknown prehistoric or historic archaeological resources, it would not be Archaeologically Significant under any of the five of the City of Santa Clara's Criteria for Archaeological Resources. However, should any prehistoric or historic archaeological resources be uncovered in the future, this would be subject to change.

Conclusions and Recommendations

Currently, this property is on The City of Santa Clara Architecturally or Historically Significant Properties list. In this update of the July, 1988 Historic Resources Inventory for the City of Santa Clara, the evaluator finds 908 Fremont Street to be a distinguished example of the Garrison Colonial architectural style designed by a notable architect, and, as it is unmodified from the time of its construction, to retain sufficient integrity to qualify as a historic property. It appears to continue to be, based on compliance with the National Register of Historic Places Criteria, the California Register of Historic Resources Criteria and the City of Santa Clara's Local Significance Criteria, eligible for listing on the City of Santa Clara Architecturally or Historically Significant Properties List.

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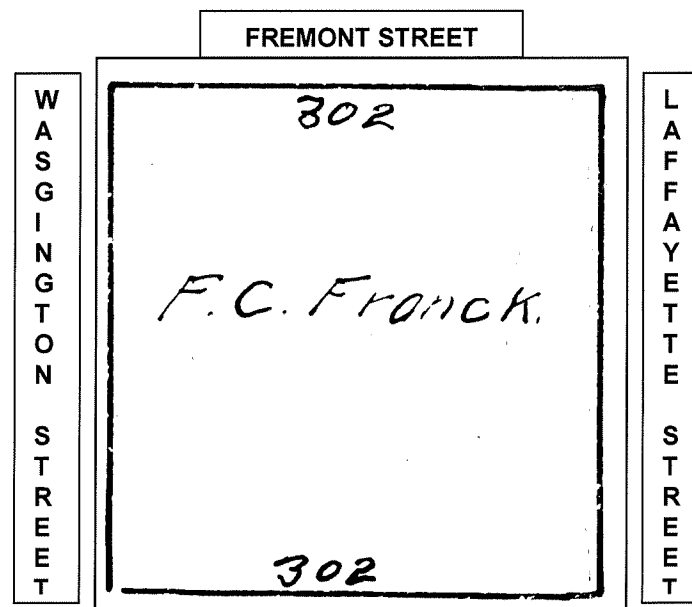
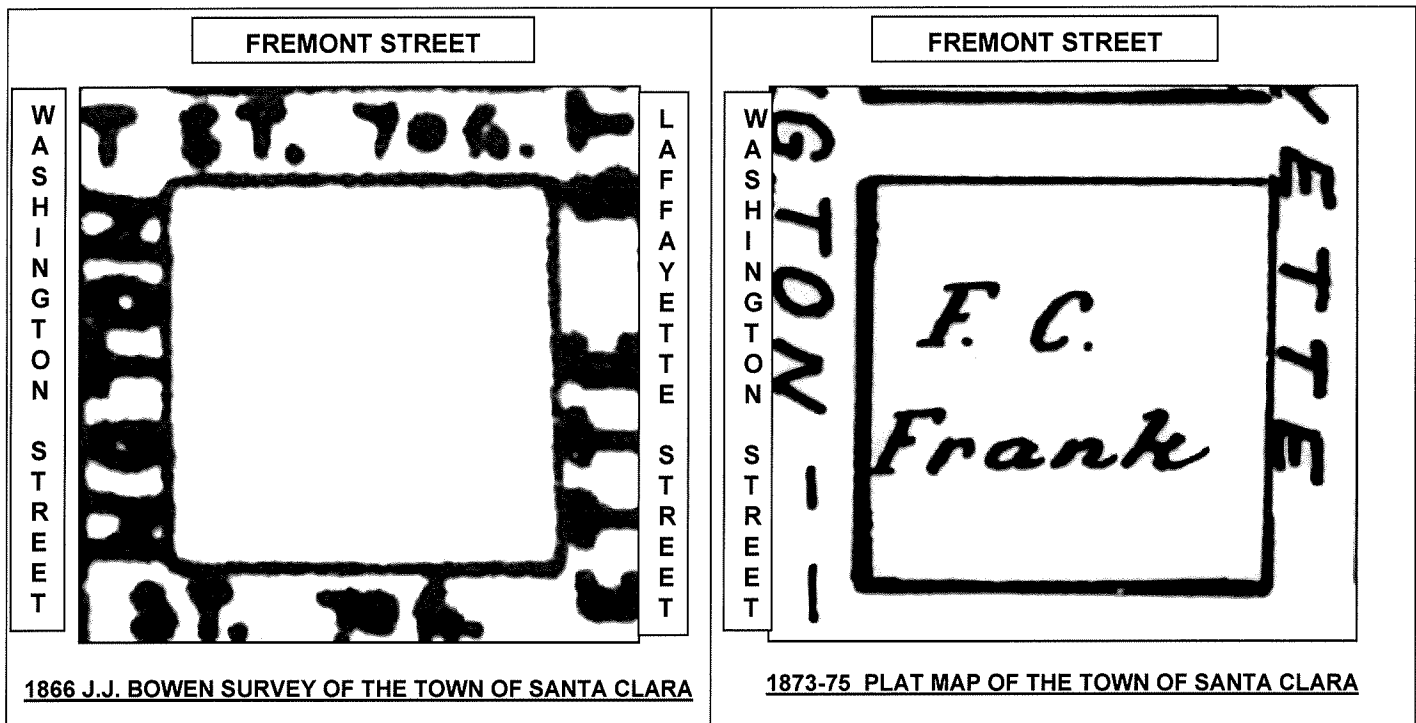
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HISTORIC MAPS



Dec. 1893 - C. E. MOORE MAP OF THE TOWN OF SANTA CLARA

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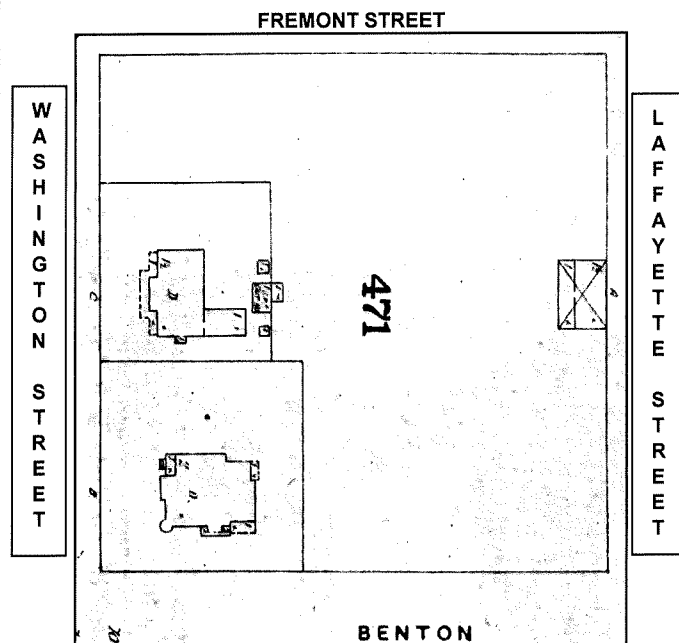
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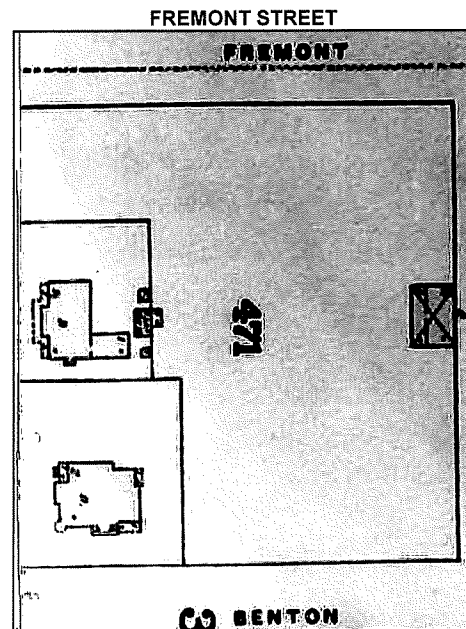
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SANBORN FIRE INSURANCE MAPS

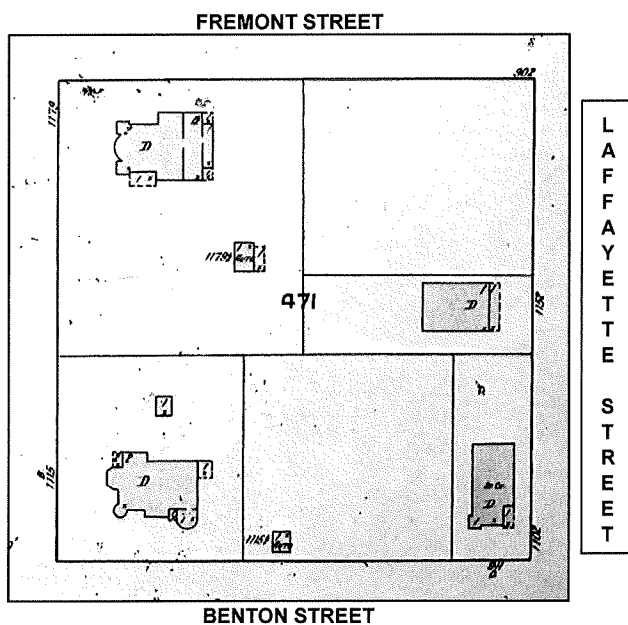
1891 SANBORN MAP



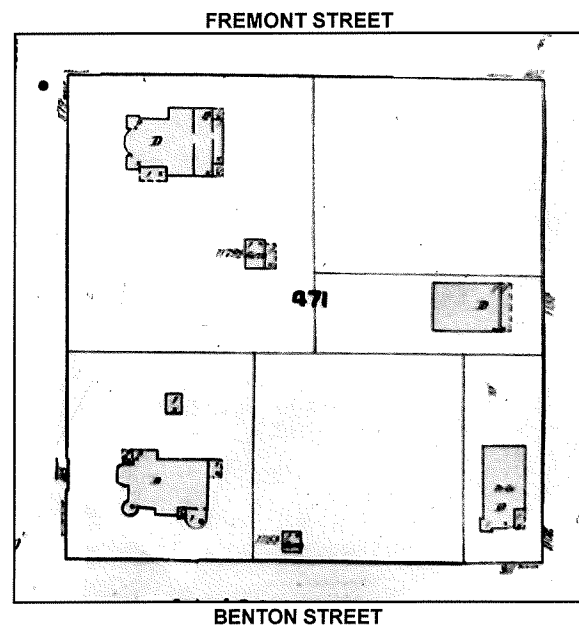
1901 SANBORN MAP



1915 SANBORN MAP



1930 SANBORN MAP



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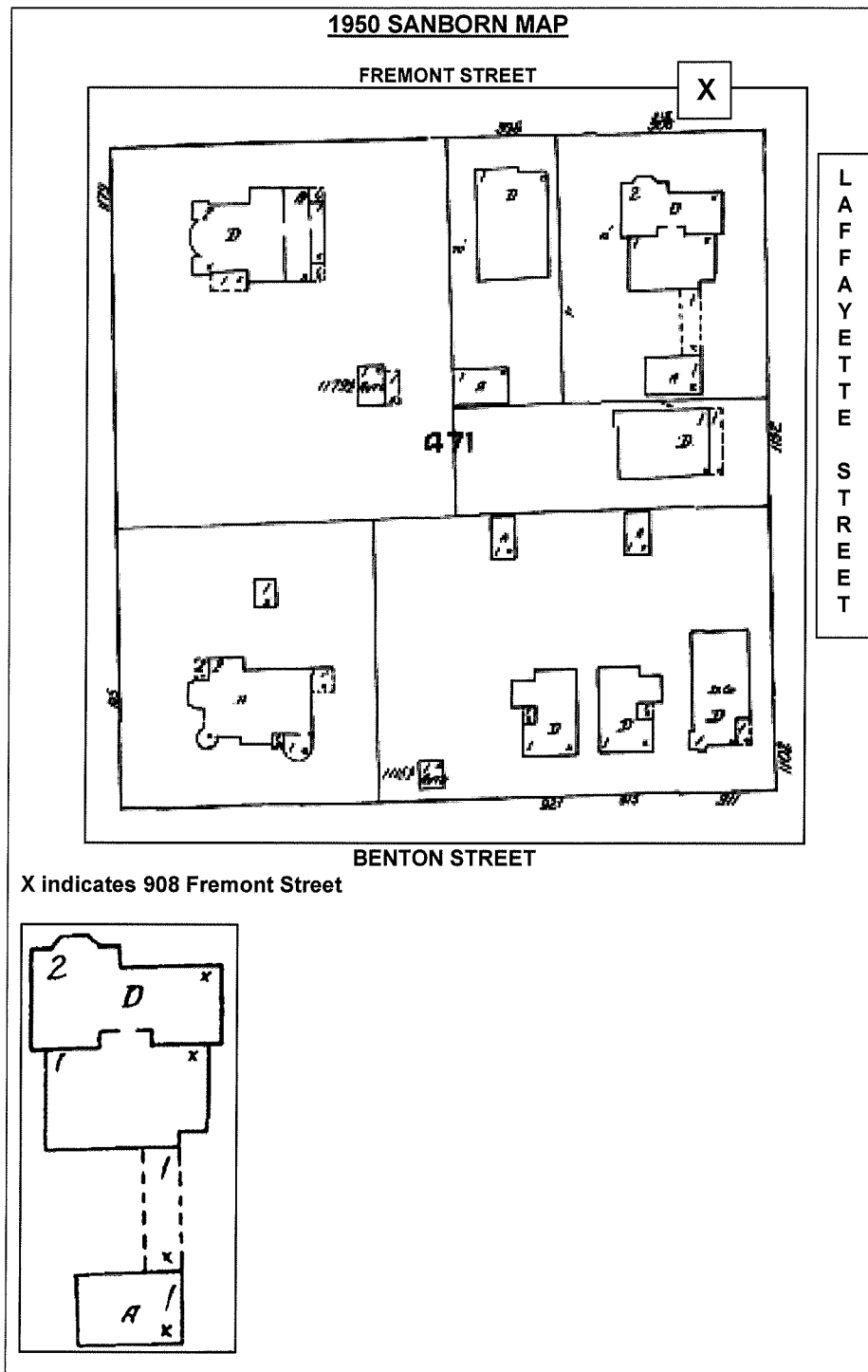
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1950 SANBORN FIRE INSURANCE MAP



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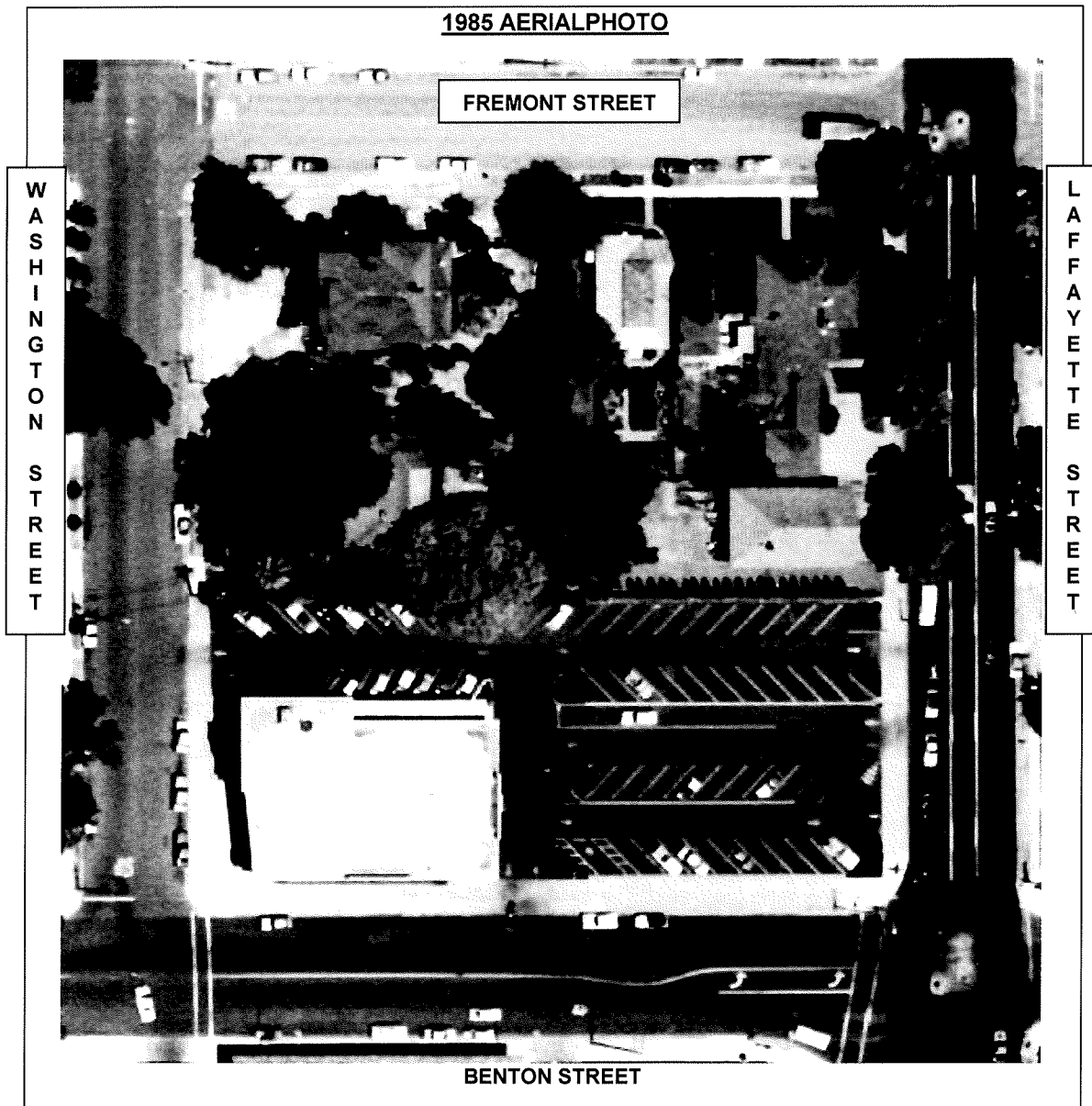
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HISTORIC PHOTOS



This 1985 aerial photograph shows the northern two-thirds of Block2N, R1E, that was inherited by Fred C. Franck from his father, with the A. W. Nuttman residence on the upper right hand corner of the block (Fremont and Lafayette Streets), the F, C, Franck residence on the upper left hand corner of the block (Fremont and Washington Streets) and the Gould home in between (facing Fremont Street). The southernmost one-third of the block that was inherited by Caroline (Franck) Lane, shows the Wells Fargo Bank on the lower left hand corner that was constructed on the site of the 1891 home that her father, Frederick Christian Franck, had built, and which was demolished in the late 1960s during Urban Redevelopment. The remainder of her portion of the block is shown occupied by the Bank's parking lot.

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HISTORIC PHOTOS

Below: 1922 Photo from "*History of Santa Clara County*" by Eugene Sawyer



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*Resource Name or # (Assigned by recorder) A. W. Nuttman Residence

*Recorded by: Lorie Garcia

*Date 01/19/2018

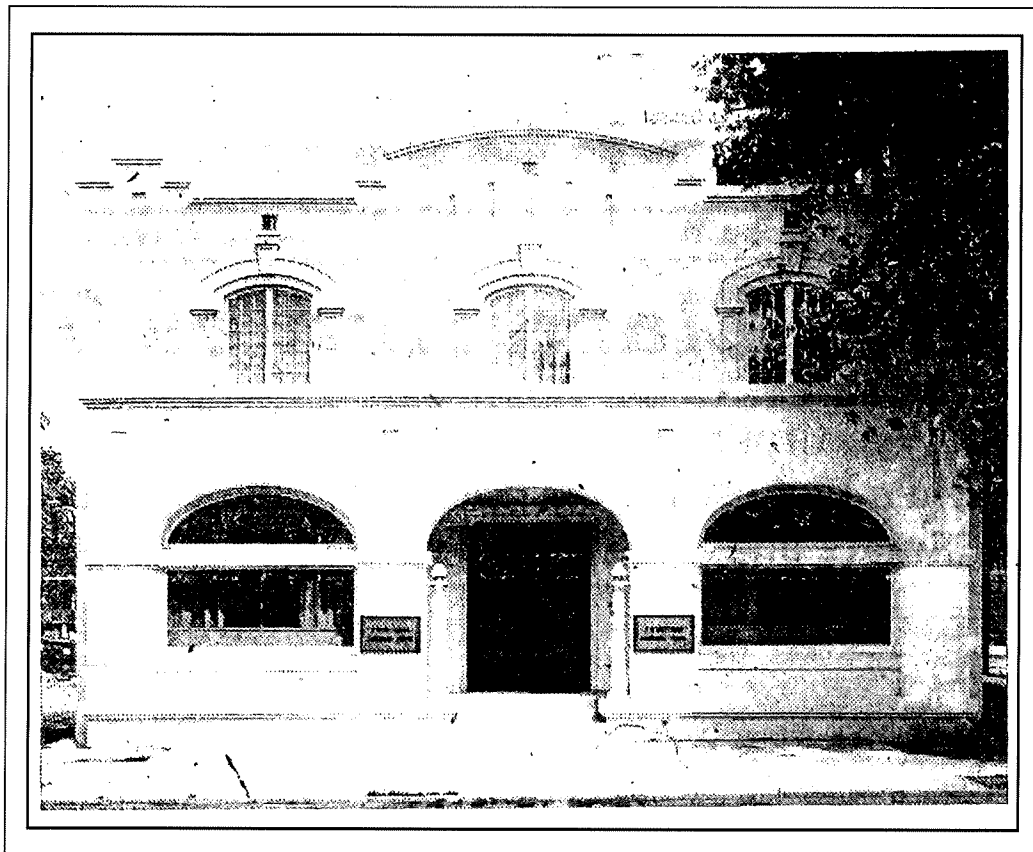
☐ Continuation

☒ Update

HISTORIC BUSINESS PHOTOS

FUNERAL DIRECTOR.
NUTTMAN, A W, SUCCESSOR TO
Wm. Fleury, 807 Washington St.
Phone Santa Clara 30R Funeral
Home—modern new elegant estab-
lishment complete in every respect.
Auto service.

Advertisement for A. W. Nuttman's Funeral Home in *The Evening News*, San Jose, California. July 16, 1918



Article entitled "A. W. Nuttman, One of City's Energetic Men," in the *Santa Clara News*, June 13, 1919, following construction of A. W. Nuttman's new Funeral Home (shown in above photo) at the corner of Washington and Lexington Streets. The story described the structure as "a corner building quite recently built, that is of the standard so much desired as a part of the progress of the City of Santa Clara." It went on to state that the structure, "implies wholesomely the aspect of permanence and dignity. The building was specially planned for the purpose for which it is utilized, and represents perfection in arrangement and equipment from the reception room and parlors throughout every department."

State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
CONTINUATION SHEET

Primary #
HRI #
Trinomial

Page 18 of 23

*Resource Name or # (Assigned by recorder) A. W. Nuttman Residence

*Recorded by: Lorie Garcia

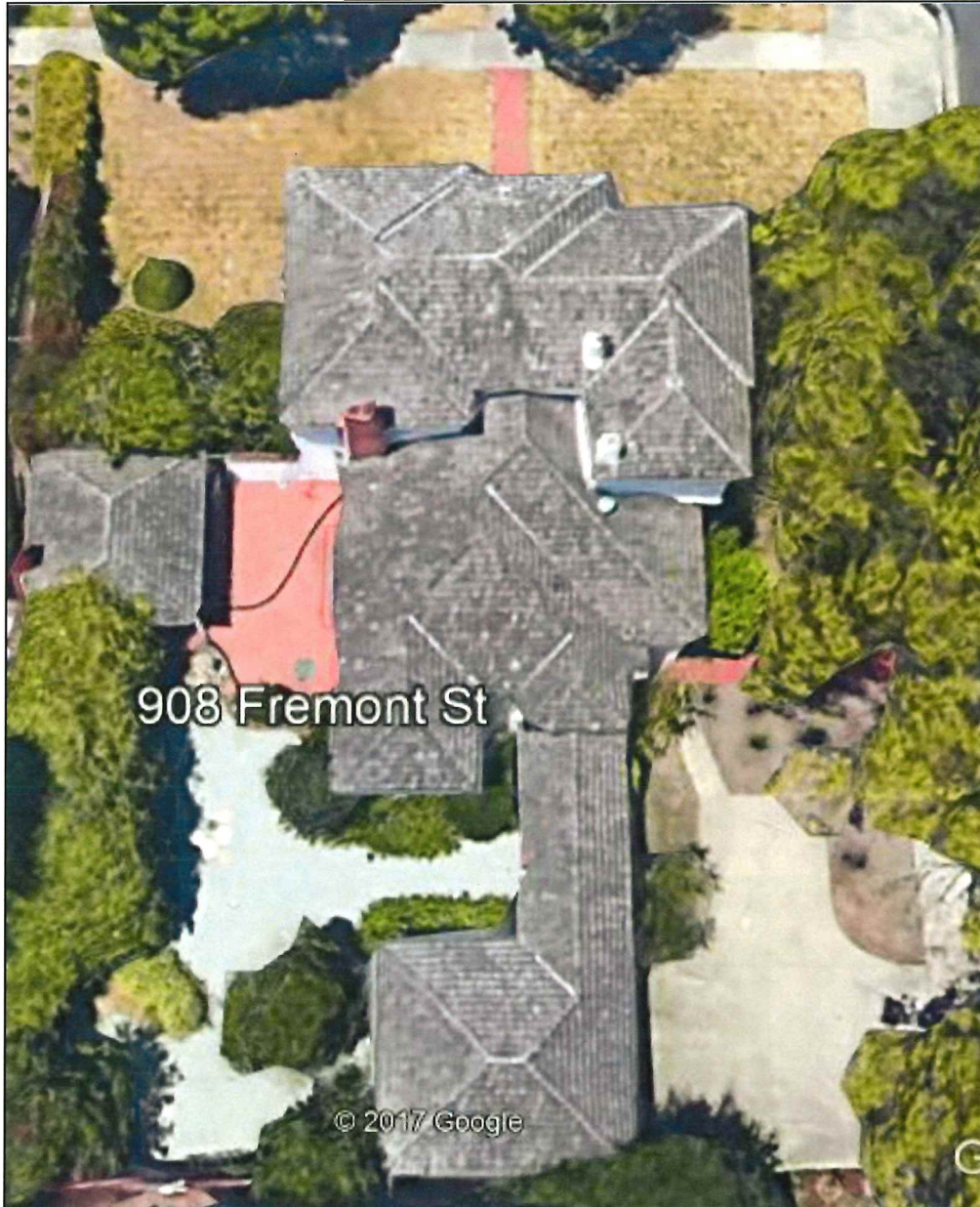
*Date 01/19/2018

☐ Continuation

☒ Update

Additional Photos

FREMONT STREET



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2017 Google aerial showing the hipped roofs of the subject residence, garage, and barbeque shelter and their placement on the lot. Also shown is the roof of the shelter that covers the walkway between the house and garage.

State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
CONTINUATION SHEET

Primary #
HRI #
Trinomial

Page 19 of 23

*Resource Name or # (Assigned by recorder) *A. W. Nuttman Residence*

*Recorded by: Lorie Garcia

*Date 01/19/2018

☐ Continuation

☒ Update

Additional Photos



Photo No: 100_2264; View: East side-elevation of 2-story house & 1-story wing, covered walkway & garage; Photo Date: Nov., 2017; Camera Facing: SW



Photo No: 100_2188
View: Two-story east side-elevation & partial front facade
Photo Date: Nov., 2017; Camera Facing: SW



Photo No: 100_2193
View: Rear (east) Facade & basement entry
Photo Date: Nov., 2017; Camera Facing: W

State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
CONTINUATION SHEET

Primary #
HRI #
Trinomial

Page 20 of 23

*Resource Name or # (Assigned by recorder) *A. W. Nuttman Residence*

*Recorded by: Lorie Garcia

*Date 01/19/2018

☐ Continuation

☒ Update

Additional Photos



Photo No: 100_2192
View: East side-elevation of one-story wing.
Photo Date: Nov., 2017; Camera Facing: S W

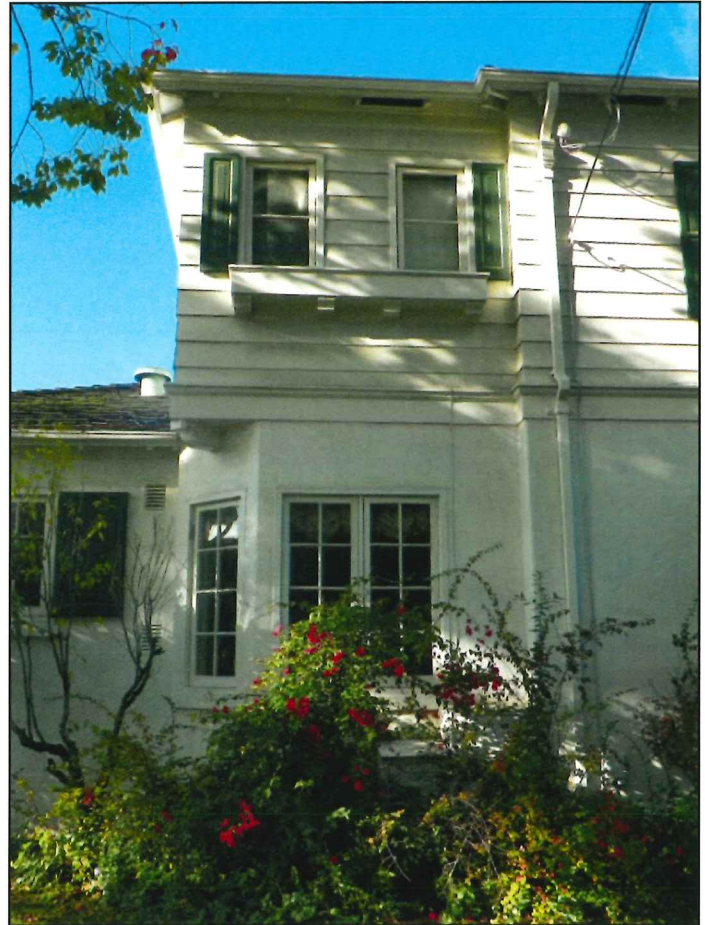


Photo No: 100_2209
View: East side-elevation - 2 & 1-story portions showing first story cutaway corner, 2nd story overhang and windows with window box.
Photo Date: Nov., 2017; Camera Facing: SW

State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
CONTINUATION SHEET

Primary #
HRI #
Trinomial

Page 21 of 23

*Resource Name or # (Assigned by recorder) *A. W. Nuttman Residence*

*Recorded by: Lorie Garcia

*Date 01/19/2018

☐ Continuation

☒ Update

Additional Photos



Photo No: 100_2218

View: West side-elevation & partial rear facade of 2-story, partial west side of one-story wing, wall with gate.

Photo Date: Nov., 2017; Camera Facing: N



Photo No: 100_2215

View: East side-elevation of 1-story wing showing entry with French doors.

Photo Date: Nov., 2017; Camera Facing: E



Photo No: 100_2239

View: Masonry covered wall with wood gate. Photo Date: Nov., 2017; Camera Facing: NW



Photo No: 100_2242

View: Barbeque and sheltering structure..

Photo Date: Nov., 2017; Camera Facing: NW

State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
CONTINUATION SHEET

Primary #
HRI #
Trinomial

Page 22 of 23

*Resource Name or # (Assigned by recorder) *A. W. Nuttman Residence*

*Recorded by: Lorie Garcia

*Date 01/19/2018

☐ Continuation

☒ Update

Additional Photos - Front Facade Details



Photo No: 100_2286
View: Front facade - middle section
Photo Date: Nov., 2017; Camera Facing: SE



Photo No: 100_2212
View: Main entry
Photo Date: Nov., 2017; Camera Facing: SE



Photo No: 100_2184
View: Front facade Bay window
Photo Date: Nov., 2017; Camera Facing: SE

State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
CONTINUATION SHEET

Primary #
HRI #
Trinomial

Page 23 of 23

*Resource Name or # (Assigned by recorder) *A. W. Nuttman Residence*

*Recorded by: Lorie Garcia

*Date 01/19/2018

☐ Continuation

☒ Update

Additional Photos



Photo No: 100_2228

View: Covered walkway from interior open space

Photo Date: Nov., 2017; Camera Facing: NE



Photo No: 100_2254

View: Basement window, window well & wrought-iron railing.

Photo Date: Nov., 2017; Camera Facing: SW



Photo No: 100_2221

View: Partial view of rear yard

Photo Date: Nov., 2017; Camera Facing: SE



Photo No: 100_2199

View: Decorative chimney pot

Photo Date: Nov., 2017; Camera Facing: SW

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Exhibit “C”
Secretary of Interior’s Standards for Rehabilitation

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

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908 Fremont Street
10 Year Plan

2019	Repair gutters and downspouts
2020	Begin termite treatment – fumigate entire structure
2021	Subterranean termite treatment, including soil treatment
2022	Replace all termite damaged wood (eaves, rafter tails, meter box, garage door trim)
2023	Plumbing leak repair (noted as 4F on inspection report), repair loose and missing grouting in two upper showers
2024	Replace roof
2025	Further termite inspection / stucco test holes and inaccessible areas (noted as items 5A, 5B, and 5C in inspection report)
2026	Foundation inspection and repair as needed (noted as 4G in inspection report)
2027	New fireplace caps Clean and rehabilitate mortar in fireplace
2028	Exterior painting

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KILLROY PEST CONTROL, INC.
WORK AUTHORIZATION CONTRACT

Property: 908 Fremont St. Santa Clara 95050
 Action Date: 01/22/2018
 Termite Report #: 227115DF
 Owner / Party of Interest: Kristy & Todd Rosenbaum

THE COST FOR EACH ITEM ON THIS REPORT IS:

SECTION 1 ITEMS: ITEM / COST: 1A, Primary \$1,975.00 OR Secondary \$950.00 / 2A, 2C, 2E, 2F \$2,949.00 /

Mask Pellets \$225.00 / 3B, \$295.00 / 1B, 2B, 2D, 3A Proper tradesman

SECTION 2 ITEMS: ITEM / COST: 4A, 4B, 4C, 4D, 4E, 4F, 4G, Proper tradesman

FURTHER INSPECTION ITEMS: 5A, 5B, 5C

1. **We will not be responsible for buried plumbing or electrical lines damaged during the course of treatment for subterranean termites.**
2. Prices quoted are subject to acceptance within thirty (30) days, and include all labor and materials needed to perform the work as described in the termite report.
3. Payment Terms: Property owner or his/her assigned agent agrees to pay Killroy Pest Control, Inc. the total sums due upon issuance of the "Work Completed Notice". Customer may request billing be submitted to an Escrow Holder, but agrees that if closing of such escrow is delayed beyond 30 days from the date of completion that payment in full will be made by Customer upon demand by Killroy Pest Control. A finance charge computer at a Monthly rate of 1.5% of the unpaid balance (annual percentage rate of 18%) will be added to all accounts past due.
4. Customer agrees to pay reasonable attorney's fees if suit is required by this Killroy Pest Control, Inc. to enforce any terms of this contract, together with the costs of such action, whether or not suit proceeds to judgment.
5. If this report is used for escrow purposes then it is agreed that this Inspection Report and Completion, if any, is part of the ESCROW TRANSACTION. However, if you received written or verbal instructions from any interested parties involved in this escrow (agents, principals, etc.) to not pay our invoice at close of escrow, you are instructed by us not to use these documents to satisfy any conditions or terms of your escrow for purposes of closing the escrow. Further, you are instructed to return all our documents and the most current mailing address you have on file for the property owner.
6. Customer Preparation: Electricity and water service must be on when work is performed. Customer agrees to secure all pets and to remove all appliances, furnishings, carpeting, etc. as required to allow access for treatment or repairs. Killroy Pest Control, Inc. will not replace these items.
7. If additional damage is discovered during repairs, or additional work is required by local agencies, a supplemental report will be issued on your request, which will include prices for additional work.
8. Work will not commence without this authorizations approval by Owner or Owner's Agent.

Local treatments for drywood termites have a one-year warranty from date of treatment, covering retreatment and limited to areas treated, if necessary.

Fumigations for drywood termites have a 4-year warranty from date of fumigation, covering retreatment if necessary, and not including any damage or repairs.

Treatments for subterranean termites have a 5-year warranty from date of treatment, covering retreatment if necessary, limited to areas treated, and not including any damage or repairs.

All warranties and their terms above are transferrable to a new owner of the above property.

NOTICE TO OWNER

Under the California Mechanics Lien Law any structural pest control operator who contracts to do work for you, any contractor, subcontractor, laborer, supplier or other person who helps to improve your property, but is not paid for his work or supplies, has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your contractor in full if the subcontractor, laborers or suppliers remain unpaid. To preserve their rights to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are required to provide you with a document entitled "Preliminary Notice." General contractors and laborers for wages do not have to provide this notice. A Preliminary Notice is not a lien against your property. Its purpose is to notify you of persons who may have a right to file a lien against your property if they are not paid.

WE AUTHORIZE KILLROY PEST CONTROL, INC. TO PERFORM THE FOLLOWING ITEMS # _____

_____ FOR A TOTAL PRICE OF _____ I HAVE READ AND UNDERSTAND

THE TERMS OF THIS CONTRACT AND THE INSPECTION REPORT REFERENCED HEREIN AND AGREE TO THESE TERMS.

ACCEPTED BY:

SIGNED: _____ DATE: _____ (OWNER)

SIGNED: _____ DATE: _____ (AGENT)

FOR KILLROY PEST CONTROL, INC.

SIGNED: DAVID FLOWERS LICENSE# FR 44046

THIRD PAGE OF THE STANDARD INSPECTION REPORT OF THE PROPERTY LOCATED AT:

Address of
Property
Inspected

908	Fremont St.	Santa Clara
Bldg. No.	Street	City
01/22/2018	227115DFRosenbaum.docx	
Date of Inspection	Co. Report	

This is a separated report which is defined as Section 1/Section 2 conditions evident on the date of inspection. Section 1 contains items where there is evidence of active infestation, infection or conditions that have resulted in, or from, infestation and/or infection. Section 2 items are conditions deemed likely to lead to infestation and/or infection, but where no visible evidence of such was found. Further inspection items are defined as recommendations to inspect area(s) which during the original inspection did not allow the inspector access to complete his inspection and cannot be defined as Section 1 and/or Section 2.

NOTICE: Report on this structure prepared by various registered companies should list the same findings (i.e. termite infestations, termite damage, fungus damage, etc.) However, recommendations to correct these findings may vary from company to company. You have a right to seek a second opinion from another company.

NOTICE: The charge for service that this company subcontract to another registered company may include the company's charges for arranging and administering such services that are in addition to the direct costs associated with paying the subcontractor. You may accept Killroy Pest Control's bid or you may contract directly with another registered company licensed to perform the work. If you choose to contract directly with another registered company, Killroy Pest Control will not in any way be responsible for any act or omission in the performance of work that you directly contract with another to perform.

This property was not inspected for the presence or absence of health-related fungi or molds. By California State Law, we are neither qualified, authorized, nor licensed to inspect for health-related molds or fungi. If you desire information on the presence or absence of health-related molds, you should contact an industrial hygienist.

FINDING 1A: Evidence of subterranean termites was found in the cellulose debris and appear to be coming from the soil at his residence, as indicated at 1M on diagram.

PRIMARY RECOMMENDATION: Treat the entire structure, this includes subarea, rod and treat exterior soil, and or trench and treat as necessary, drill and treat exterior concrete areas. Reseal holes with mortar.

NOTE: Subterranean termite treatment is guaranteed for 5 years from the date of treatment and is limited to areas treated. Guarantee is limited to re-treatment only and does not include any damage or repairs.

SECONDARY RECOMMENDATION: Treat soil in area as needed, this may include drilling into concrete areas.
SECTION 1 ITEM.

NOTE: Local treatments for subterranean termites have a 5 year warranty from the date of treatment and is limited to areas treated. Guarantee is limited to re-treatment only and does not include any damage or repairs.

NOTE: We will not be responsible for plumbing or electrical lines which may be buried.

FINDING 1B: Subterranean termites have caused damage to the sub area framing as indicated at 1B on diagram.

RECOMMENDATION: Reinforce all damaged wood. SECTION 1 ITEM.

FIFTH PAGE OF THE STANDARD INSPECTION REPORT OF THE PROPERTY LOCATED AT:

Address of
Property
Inspected

908	Fremont St.	Santa Clara
Bldg. No.	Street	City
01/22/2018	227115DFRosenbaum.docx	
Date of Inspection	Co. Report	

FINDING 2F: Evidence of drywood termites was noted at the garage, indicated at 2F on the diagram.
RECOMMENDATION: As per structural pest control regulations, remove or mask over all accessible pellets.
SECTION 1 ITEM.

FINDING 3A: Fungus damage was found in the garage door trim as indicated at 3A on the diagram.
RECOMMENDATION: Replace all damaged wood. SECTION 1 ITEM.

FINDING 3B: Fungus activity and/or water stains were noted in the sub area indicated at 3B on the diagram.
RECOMMENDATION: Scrape and chemically treat these areas with a registered fungicide. SECTION 1 ITEM.

FINDING 4A: There is an attached planter box in the area(s) indicated at 4A on the diagram. This is considered an adverse condition usually deemed likely to lead to infestation and/or infection.
RECOMMENDATION: Remove and omit this planter box. SECTION 2 ITEM.

FINDING 4B: The stucco is below grade, as indicated by 4B on the diagram.
RECOMMENDATION: Inspect this residence periodically. SECTION 2 ITEM.

FINDING 4C: The metal rain gutters are rusted and deteriorated, as indicated by 4C on the diagram.
RECOMMENDATION: Replace rain gutters to prevent future moisture problems. SECTION 2 ITEM.

FINDING 4D: The grouting is loose and missing around the master bath shower, indicated at 4D on the diagram.
RECOMMENDATION: RegROUT this area as necessary. SECTION 2 ITEM.

FINDING 4E: The grouting is loose and missing around the spare upper bedroom shower, indicated at 4E on the diagram.
RECOMMENDATION: RegROUT this area as necessary. SECTION 2 ITEM.

FINDING 4F: A plumbing leak was noted at the sub area, indicated at 4F on the diagram.
RECOMMENDATION: Refer the owner to repair as necessary or to engage the services of a licensed plumbing contractor for repairs as necessary. SECTION 2 ITEM.

FINDING 4G: Foundation cracks were noted about the structure, indicated at 4G on the diagram.
RECOMMENDATION: Engage the services of a licensed contractor to make a complete survey and repair as necessary. SECTION 2 ITEM.

FINDING 5A: The hollow stucco abutment(s) indicated on the diagram is/are areas where interior wood members are concealed. These are areas where concealed infestations and/or infections often exist.
RECOMMENDATION: Install test holes through the stucco and perform further inspections in these areas. Issue a supplemental report stating any findings and recommendations and a further cost quotation if necessary. Our inspection fee for this item includes patching the test holes but we will do no painting. FURTHER INSPECTION ITEM.

SIXTH PAGE OF THE STANDARD INSPECTION REPORT OF THE PROPERTY LOCATED AT:

Address of
Property
Inspected

908	Fremont St.	Santa Clara
Bldg. No.	Street	City
01/22/2018	227115DFRosenbaum.docx	
Date of Inspection	Co. Report	

FINDING 5B: A portion of the siding was inaccessible due to plant growth as indicated by 5B on the diagram.

RECOMMENDATION: Owner to cut plants back and then contact us to further inspect and issue a supplemental report with findings and recommendations. FURTHER INSPECTION ITEM.

FINDING 5C: The garage area was only partially inspected due to stored personal property, indicated at 5C on the diagram.

RECOMMENDATION: FURTHER INSPECTION RECOMMENDED. If further inspection of this area is desired or required, this company will re-inspect at an additional fee. Any adverse conditions found will be noted on a supplemental report for direction and cost. The owner is to assume responsibility for removal and placement of storage in the garage.

If you have any questions regarding this report please call and ask for David Flowers. Please note that inspectors have full schedules during the day and can be reached early in the morning and late in the afternoon. The inspector will make every effort to make contact with you when he is available.

Thank you for considering Killroy Pest Control, Termite Division, Inc., for your service needs.

Justification for Historical Significance

For 12 years living in Santa Clara my husband and I have admired and hoped to someday own one of the beautiful old property's of our community. We were slowly seeing that dream becoming more and more out of our reach due to extensive renovations to many old homes before even hitting the market. Fortunately in 2017 we were given the incredible opportunity to buy an untouched 1937 colonial home. To our absolute elation our offer was accepted and this beautiful colonial home on 908 Fremont St. became ours. To us this property was no stranger we drove and walked by it often for 12 years admiring it. But as we very soon learned this property was admired and known by many many more who also desired to see this property protected and preserved.

This gorgeous very large example of colonial architecture at 908 Fremont Street has stood as a beacon in Santa Clara on the corner of Fremont Street and Lafayette Street since it was built in 1937. This very well known home is admired by so many in the city of Santa Clara and it's anticipated debut on the Santa Clara home tour in 2018 left people enamored and captivated by its beauty and originality. We sit in the neighborhood of The Old Quad within a stones throw of three of the most prominent homes in the city one of which we share a block with 1179 Washington St. The Frederick C. Frank Jr Residence. We are situated kitty corner across the street from the cities crown jewel 981 Fremont St The Charles Copeland Morris Residence and just around the corner from us is Dr Judson W. Paul's House, 1116 Washington St.

Our home is a beautiful example of colonial architecture custom designed by a prominent architect in Santa Clara County. Some of its unique features include the fact that it is a very large home with very large rooms. The home features a very formal grand entry with a curved staircase featuring a custom oak handrail that wraps around up in the second floor hallway. French doors on each side of the entry leading into a formal dining room on one side and formal living room on the other side. Most of the rooms still feature their original lights including beautiful brass wall sconces. Among the common rooms this house also features a full wet bar and a beautiful sunroom paneled in thick untreated pine off the back of the house. The entire kitchen is still original including floor to ceiling tile on the walls and solid wood cabinets and built-ins in the breakfast nook. All three full bathrooms are completely original. We have a beautiful set of French doors leading to our back patio which still retains its original built in barbecue pit and chimney. The house has a combination of casement windows with pull down screens and sash windows both of which are all original and in operational condition. The entire house features quarter sawn oak hardwood floors with the exception of the kitchen, bar and the bathrooms those of which contain original floor tiles and original linoleum. The ceilings throughout the house including the second story are 9 foot ceilings all but the servants hallway and bathrooms feature beautiful thick crown molding. All the closets including linen closet and two coat closet in the entry hall are lined in Cedar. Doors and all door hardware including main entry front door are original. The entire home including the partially finished basement retain their original plaster walls with very minimal cracking. The home even features its original intercom system that is still operational from the master bedroom, and a cooling cabinet and

milk door in the kitchen. The remaining portions of the property not surrounded by the home are surrounded by a six-foot terra-cotta block wall. I could go on with even more small details the point is this house is completely original!

Our home is the largest example of colonial architecture in Santa Clara and an example of an era that is very overlooked by the untrained eye. We sadly are seeing the era of the 1930s and 40s slowly being gutted stripped and modernized by so many contractors who do not understand or appreciate it's character. In the future there will come a day when all people will recognize the significance of this era and so many of them will be gone. Our hope is to preserve and protect this home through the years so that someday when all will appreciate it, it will still be here fully intact and a beautiful complete museum of this era.

We believe this house is truly a special home that needs to be protected and preserved. Thank you kindly for considering our home to be a candidate for protection under The Mills Act of California.

Todd and Kristy Rosenbaum



Agenda Report

19-1089

Agenda Date: 11/5/2019

REPORT TO COUNCIL

SUBJECT

Action on Amendment No. 1 to an Agreement with Advantage Office Solutions, Inc. for On-Call Furniture Moving and Cubicle Installation and Reconfiguration

BACKGROUND

The Department of Public Works Facility Services Division oversees maintenance and repairs for approximately 900,000 square feet of buildings throughout the City. In order to continue to provide services in a timely and efficient manner, DPW periodically uses various specialty contractors to assist with the workload.

A Request for Proposal (RFP) process was utilized to solicit proposals for on-call furniture and cubicle installation services. The RFP was advertised in January 2018 and four proposals were received and evaluated in February 2018. Advantage Office Solutions, Inc. was selected as the top ranked proposal for several reasons, including past performance, qualified staffing, experience, and cost. The scope of the Agreement with Advantage Office Solutions, Inc. (Attachment 1) provides on-call furniture and cubicle installation services for various projects within City buildings. The Agreement contains a section covering Prevailing Wages.

DISCUSSION

The original agreement was for three years and a total cost of \$90,000. The agreement amount was conservative and Amendment No. 1 (Attachment 2) is being proposed due to various departmental requests that have recently been made for services over the next fiscal year. Facility Services is currently working on numerous projects that will entail furniture moving and installation services and this volume was not contemplated in the original agreement. City Hall projects include the City Manager's Office, City Clerk's Office, Council Offices, City Attorney's Office, key customer service areas (Community Development, Human Resources, and Finance) and various meeting rooms. Additional projects under consideration include the Berman Building, Streets Corporation yard, SVP, as well as yet to be determined future projects. The goal of each project is to maximize space, customer service space, and accommodate additional staff.

Staff is recommending an increase to the existing Agreement with Advantage Office Solutions, Inc., for a total not-to-exceed amount of \$290,000.

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 restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment.

FISCAL IMPACT

The amount to be paid to Advantage Office Solutions, Inc. for on-call services over the three-year term of this agreement may not exceed \$290,000. This cost consists of the original \$90,000 service agreement, and an additional \$200,000 in requested funding to cover the anticipated expenses due to various pending projects. The estimated cost of services is based on past years' expenditures and estimated projected needs. For the current fiscal year, these costs were included in the FY 2019/20 and FY 2020/21 budget in the capital budget (Repairs - Modifications to City Buildings), the Department of Public Works Operating Budget and was included in other various department operating budgets. Subsequent years will be subject to future budget appropriations.

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

1. Approve and authorize the City Manager to execute Amendment No. 1 with Advantage Office Solutions, Inc. for on-call furniture and cubicle installation services for an amount not-to-exceed \$290,000, subject to future budget appropriations; and
2. Authorize the City Manager to make minor modifications to Amendment No. 1, if necessary; and
3. Authorize the City Manager to extend the term of the agreement with no increase in compensation in the event that the work is not completed by the agreement end date.

Reviewed by: Craig Mobeck, Director of Public Works

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Agreement with Advantage Office Solutions, Inc.
2. Amendment No. 1 with Advantage Office Solutions, Inc.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ADVANTAGE OFFICE SOLUTIONS, INC.**

PREAMBLE

This agreement for the performance of services ("Agreement") is by and between Advantage Office Solutions, Inc., a California corporation, with its principal place of business located at 573 Charcot Avenue, San Jose, California 95131 ("Contractor"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to secure professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services"; and
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. EMPLOYMENT OF CONTRACTOR.

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

2. SERVICES TO BE PROVIDED.

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

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

3. COMMENCEMENT AND COMPLETION OF SERVICES.

- A. Contractor shall begin providing the services under the requirements of this Agreement upon receipt of written Notice to Proceed from City. Such notice shall be deemed to have occurred three (3) calendar days after it has been deposited in the regular United States mail. Contractor shall complete the Services within the time limits set forth in the Scope of Services or as mutually determined in writing by the Parties.
- B. When City determines that Contractor has satisfactorily completed the Services, City shall give Contractor written Notice of Final Acceptance. Upon receipt of such notice, Contractor shall not incur any further costs under this Agreement. Contractor may request this determination of completion be made when, in its opinion, the Services have been satisfactorily completed. If so requested by the contractor, City shall make this determination within fourteen (14) days of its receipt of such request.

4. QUALIFICATIONS OF CONTRACTOR - STANDARD OF WORKMANSHIP.

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

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

5. TERM OF AGREEMENT.

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on April 30, 2021.

6. MONITORING OF SERVICES.

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

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

7. WARRANTY.

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect, and shall conform to the specifications, requirements, and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

8. PERFORMANCE OF SERVICES.

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

9. BUSINESS TAX LICENSE REQUIRED.

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

10. RESPONSIBILITY OF CONTRACTOR.

Contractor shall be responsible for the professional quality, technical accuracy and coordination of the Services furnished by it under this Agreement. Neither City's review, acceptance, nor payments for any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and Contractor shall be and remain liable to City in accordance with applicable law for all damages to City caused by Contractor negligent performance of any of the Services furnished under this Agreement.

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

11. COMPENSATION AND PAYMENT.

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

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

12. TERMINATION OF AGREEMENT.

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

13. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.

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

14. NO THIRD PARTY BENEFICIARY.

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

15. INDEPENDENT CONTRACTOR.

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights, however, to manage its employees in their performance of Services under this Agreement. Contractor is not authorized to bind City to any contracts or other obligations.

16. NO PLEDGING OF CITY'S CREDIT.

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

17. CONFIDENTIALITY OF MATERIAL.

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

18. USE OF CITY NAME OR EMBLEM.

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

19. OWNERSHIP OF MATERIAL.

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

20. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR.

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for three (3) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

21. CORRECTION OF SERVICES.

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

22. FAIR EMPLOYMENT.

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

23. HOLD HARMLESS/INDEMNIFICATION.

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

24. INSURANCE REQUIREMENTS.

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

25. AMENDMENTS.

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

26. INTEGRATED DOCUMENT.

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

27. SEVERABILITY CLAUSE.

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

28. WAIVER.

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

29. NOTICES.

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

City of Santa Clara
Attention: Building Maintenance
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408) 247-0594

And to Contractor addressed as follows:
Advantage Office Solutions, Inc.
573 Charcot Avenue
San Jose, California 95131
or by facsimile at (408) 577-1087

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

30. CAPTIONS.

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

31. LAW GOVERNING CONTRACT AND VENUE.

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

32. DISPUTE RESOLUTION.

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

- B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.
- C. The costs of mediation shall be borne by the Parties equally.
- D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit through mediation only. If mediation does not resolve the dispute, the Parties agree that the matter shall be litigated in a court of law, and not subject to the arbitration provisions of the Public Contracts Code.

33. COMPLIANCE WITH ETHICAL STANDARDS.

Contractor shall:

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

34. AFFORDABLE CARE ACT OBLIGATIONS

To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

35. CONFLICT OF INTERESTS.

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

36. PROGRESS SCHEDULE.

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

37. PREVAILING WAGES.

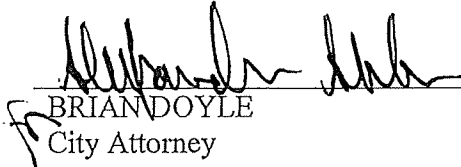
- A. Labor Code Compliance. Contractor must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, section 16000 et seq. Contractor shall register with the Department of Industrial Relations (DIR) pursuant to labor Code Section 1725.5.
- B. Requirements in Subcontracts. Prior to executing this Agreement, Contractor shall ensure that all of its subcontractors are registered with DIR, and Contractor shall include prevailing wage requirements in all subcontracts.

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

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

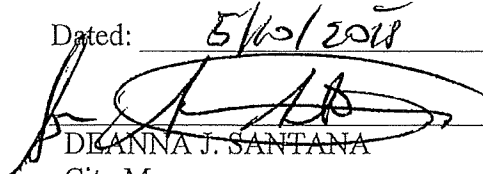
CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:


BRIAN DOYLE
City Attorney

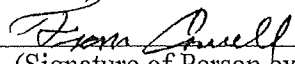
ATTEST:


JENNIFER YAMAGUMA
Acting City Clerk

Dated: 5/16/2018

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

"CITY"

ADVANTAGE OFFICE SOLUTIONS, INC.
a California corporation

Dated: 5-2-18
By: 
(Signature of Person executing the Agreement on behalf of Contractor)
Name: Frances Crewell
Title: Owner
Local Address: 573 Charcot Avenue
San Jose, California 95131
Email Address: frank@advantageofficeinc.com
Telephone: (408) 577-0708
Fax: (408) 577-1087

"CONTRACTOR"

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ADVANTAGE OFFICE SOLUTIONS, INC.**

EXHIBIT A

SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement will be to provide on-call furniture moving, cubicle breakdown, cubicle installation and reconfiguration. Contractor will provide all work materials required including: All labor, tools, equipment, and supplies.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ADVANTAGE OFFICE SOLUTIONS, INC.**

EXHIBIT B

FEE SCHEDULE

In no event shall the amount billed to City by Contractor for services under this Agreement exceed ninety thousand dollars (\$90,000), subject to budget appropriations.

Labor:

	Regular Rate	Overtime Rate
Master Installer	\$90.70	\$118.43
Lead Installer	\$83.67	\$107.88
Install Step 1	\$77.	\$98.43
Install Step 2	\$74.95	\$95.23
Move Lead	\$45.00	\$67.50
Move Help	\$35.00	\$52.50

Material Mark up: Not Applicable %

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ADVANTAGE OFFICE SOLUTIONS, INC.**

EXHIBIT C

INSURANCE REQUIREMENTS

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

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:
 - \$1,000,000 Each Occurrence
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$1,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

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

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

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

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

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the

Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

- a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
- b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

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

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ADVANTAGE OFFICE SOLUTIONS, INC.**

EXHIBIT D

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

Termination of Agreement for Certain Acts.

- A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:
1. If a Contractor¹ does any of the following:
 - a. Is convicted² of operating a business in violation of any Federal, State or local law or regulation;
 - b. Is convicted of a crime punishable as a felony involving dishonesty³;
 - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;
 - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; and/or,
 - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

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

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

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

2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Contractor can be imputed to the Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.
- B. The City may also terminate this Agreement in the event any one or more of the following occurs:
1. The City determines that Contractor no longer has the financial capability⁴ or business experience⁵ to perform the terms of, or operate under, this Agreement; or,
 2. If City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to provide and maintain bonds and/or insurance policies required under this Agreement.
- C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the City's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. The Contractor will have the burden of proof on the appeal. The Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

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

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

AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ADVANTAGE OFFICE SOLUTIONS, INC.

EXHIBIT E

AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS

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

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

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

Advantage Office Solutions, Inc.

a California corporation

By: Francis Crewell
Signature of Authorized Person or Representative

Name: Francis Crewell

Title: OWNER

NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED

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

California All-Purpose Acknowledgment

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

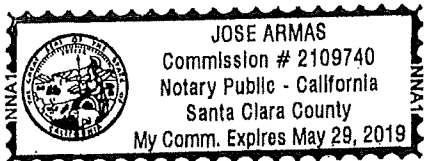
COUNTY OF SANTA CLARA

} ss

On May 2, 2018, before me, Jose Armas, a Notary Public, personally appeared Francis Crewell who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.




SIGNATURE OF NOTARY PUBLIC

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:
Agreement for the Performance of Services
Advantage Office Solutions, Inc.

**AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ADVANTAGE OFFICE SOLUTIONS, INC.**

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Advantage Office Solutions, Inc., a California corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for the Performance of Services By and Between the City of Santa Clara, California and Advantage Office Solutions, Inc.", dated May 10, 2018 (the "Original Agreement"); and
- B. The Parties entered into the Original Agreement for the purpose of having Contractor provide on-call furniture moving, cubicle breakdown, cubicle installation and reconfiguration, and the Parties now wish to amend the Original Agreement to increase the amount of the Agreement.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AMENDMENT TERMS AND CONDITIONS

That the first paragraph of Exhibit B ("Fee Schedule") of the Original Agreement is hereby amended to read as follows:

"In no event shall the amount billed to City by Contractor for services under the Agreement exceed two hundred ninety-nine thousand dollars (\$290,000), subject to budget appropriations.

2. TERMS

All other terms of the Original Agreement which are not in conflict with the provisions of this Amendment No. 1 shall remain unchanged in full force and

effect. In case of a conflict in the terms of the Original Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

3. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: _____

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"

ADVANTAGE OFFICE SOLUTIONS, INC.
California corporation

Dated: 10-9-2019

By (Signature): 

Name: Frances Crewell

Title: Owner

Principal Place of Business Address: 573 Charcot Avenue, San Jose, California
95131

Email Address: frank@advantageofficeinc.com

Telephone: (408) 577-0708

Fax: (408) 577-1087

"CONTRACTOR"



Agenda Report

19-1091

Agenda Date: 11/5/2019

REPORT TO COUNCIL

SUBJECT

Action on Amendment No. 1 to an Agreement with Fairway Painting, Inc., for On-Call Painting Services with Fairway Painting, Inc.

BACKGROUND

The Department of Public Works Facility Services Division oversees maintenance and repairs for approximately 900,000 square feet of buildings throughout the City. In order to continue to provide services in a timely and efficient manner, DPW periodically uses various specialty vendors to assist with the workload.

A Request for Proposal (RFP) process was utilized to solicit proposals for on-call painting services. The RFP was advertised in November 2017 and two proposals were received in December 2017. The proposer's qualifications were evaluated by the Facility Services Division staff and Fairway Painting, Inc. was selected as the top ranked proposal for several reasons, including past performance, qualified staffing, experience, and cost.

The scope of the Agreement with Fairway Painting, Inc. (Attachment 1) provides on-call painting services for various City facilities and Maintenance District No. 183, which consists of the Santa Clara Convention Center complex grounds and parking garage.

DISCUSSION

The original agreement was for three years and a total cost of \$200,000. Amendment No. 1 (Attachment 2) is being proposed to increase funding for this agreement due to various departmental requests for painting services over the next fiscal year that were not contemplated at the time of the original agreement. City Hall projects include the City Manager's Office, City Clerk's Office, Council Offices, City Attorney's Office, key customer service areas (Community Development, Human Resources, and Finance) and various meeting rooms. Additional projects under consideration include the Berman Building, Streets Corporation yard, SVP, as well as yet to be determined future projects. The goal of each project is to maximize space, customer service space, and accommodate additional staff.

Staff is recommending a \$200,000 increase to the existing Agreement with Fairway Painting Inc., for a total not-to-exceed amount of \$400,000. The Agreement includes a section covering Prevailing Wages.

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 restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical

equipment.

FISCAL IMPACT

The amount to be paid to Fairway Painting, Inc. for on-call services over the three-year term of this agreement may not exceed \$400,000. This cost consists of the original \$200,000 service agreement and an additional \$200,000 in requested funding to cover the anticipated expenses due to various projects. The estimated cost of services is based on past years' expenditures and estimated projected needs. These costs were included in the FY 2019/20 Capital Improvement Program Budget including Repairs - Modifications to City Buildings, Civic Center Building Renovation and Street Corporation Yard Renovation and in the FY 2019/20 and FY 2020/21 Operating Budget in various Departmental operating budgets. Subsequent years will be subject to future budget appropriations.

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

1. Approve and authorize the City Manager to execute Amendment No. 1 with Fairway Painting, Inc., for on-call painting services for an amount not-to-exceed \$400,000, subject to future budget appropriations;
2. Authorize the City Manager to make minor modifications to Amendment No. 1, if necessary; and
3. Authorize the City Manager to extend the term of the agreement with no increase in compensation in the event that the work is not completed by the agreement end date.

Reviewed by: Craig Mobeck, Director of Public Works

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Agreement with Fairway Painting, Inc.
2. Amendment No. 1 with Fairway Painting, Inc.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
FAIRWAY PAINTING, INC.
FOR VARIOUS CITY FACILITIES
AND
SANTA CLARA CONVENTION CENTER COMPLEX**

PREAMBLE

This agreement for the performance of services ("Agreement") is by and between Fairway Painting, Inc., a California corporation, with its principal place of business located at 1996 Russell Avenue, Santa Clara, California 95054 ("Contractor"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to secure professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services"; and
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. EMPLOYMENT OF CONTRACTOR.

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

2. SERVICES TO BE PROVIDED.

Except as specified in this Agreement, Contractor shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision

are conducted in accord with applicable City, county, state, and federal requirements. If any action of Contractor constitutes a breach, City may terminate this Agreement pursuant to the provisions described herein.

7. WARRANTY.

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect, and shall conform to the specifications, requirements, and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

8. PERFORMANCE OF SERVICES.

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

9. BUSINESS TAX LICENSE REQUIRED.

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

10. RESPONSIBILITY OF CONTRACTOR.

Contractor shall be responsible for the professional quality, technical accuracy and coordination of the Services furnished by it under this Agreement. Neither City's review, acceptance, nor payments for any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and Contractor shall be and remain liable to City in accordance with applicable law for all damages to City caused by Contractor negligent performance of any of the Services furnished under this Agreement.

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

17. CONFIDENTIALITY OF MATERIAL.

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

18. USE OF CITY NAME OR EMBLEM.

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

19. OWNERSHIP OF MATERIAL.

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

20. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR.

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for three (3) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

28. WAIVER.

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

29. NOTICES.

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

City of Santa Clara
Attention: Building Maintenance
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408)248-0594

And to Contractor addressed as follows:

Fairway Painting, Inc.
1996 Russell Avenue
Santa Clara, California 95054
or by facsimile at (408) 324-3047

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

30. CAPTIONS.

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

31. LAW GOVERNING CONTRACT AND VENUE.

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

32. DISPUTE RESOLUTION.

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

36. CONFLICT OF INTERESTS.

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

37. PROGRESS SCHEDULE.

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

38. PREVAILING WAGES.

Labor Code Compliance. Contractor must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. Contractor agrees to include prevailing wage requirements in its contracts for the Project.

Requirements in Subcontracts. Contractor shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement. Subcontracts shall include all prevailing wage requirements set forth in Contractor's contracts.

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

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
FAIRWAY PAINTING, INC.
FOR VARIOUS CITY FACILITIES
AND
SANTA CLARA CONVENTION CENTER COMPLEX**

EXHIBIT A

SCOPE OF SERVICES

Contractor shall provide all work and materials as described in this Agreement, including all labor, transportation, supplies, materials, parts, tools, scaffolding, machinery, hoists, employee safety equipment, supervision, applicable taxes, and all other work and materials required under this Agreement. All work shall be done in a first class, complete and workmanlike manner, conforming to best industry practices and applicable original manufacturer specifications.

Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with Services and shall comply with all applicable safety laws, best industry standards, and take all reasonable precautions for safety of the public, property tenants and employees, City employees, and other persons on or about the property site.

Contractor shall respond to service requests during normal business days and hours (Monday Friday, 8:00am to 5:00pm.)

Scope of work is to include, but is not limited to, the following:

Painting and repairs at various City facilities per service call.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
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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.

Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

- a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
- b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

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

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
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EXHIBIT D

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

Termination of Agreement for Certain Acts.

- A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:
1. If a Contractor¹ does any of the following:
 - a. Is convicted² of operating a business in violation of any Federal, State or local law or regulation;
 - b. Is convicted of a crime punishable as a felony involving dishonesty³;
 - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;
 - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; and/or,

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

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

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

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
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EXHIBIT E

AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS

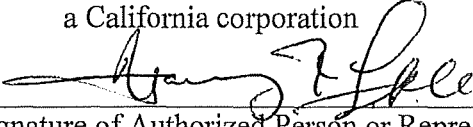
I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Exhibit D. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate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

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

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

Fairway Painting, Inc.

a California corporation

By: 
Signature of Authorized Person or Representative

Name: HARRY FINKLE

Title: OWNER / SECRETARY

NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED

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

See Attached
Acknowledgment ✓
~~Jurat~~

**AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
FAIRWAY PAINTING, INC.**

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Fairway Painting, Inc., a California corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for the Performance of Services by and between the City of Santa Clara, and Fairway Painting Inc., for Various City Facilities and Santa Clara Convention Center Complex", dated February 2, 2018 (the "Original Agreement"); and
- B. The Parties entered into the Original Agreement for the purpose of having Contractor provide painting services and repairs at various City facilities, and the Parties now wish to amend the Original Agreement to increase the amount of the Agreement.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AMENDMENT TERMS AND CONDITIONS

That the first paragraph of Exhibit B ("Fee Schedule") of the Original Agreement is hereby amended to read as follows:

"In no event shall the amount billed to City by Contractor for services under the Agreement exceed four hundred thousand dollars (\$400,000), subject to budget appropriations.

2. TERMS

All other terms of the Original Agreement which are not in conflict with the provisions of this Amendment No. 1 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

3. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

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

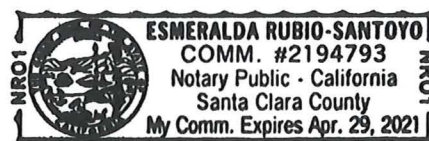
"CITY"

FAIRWAY PAINTING, INC.
a California corporation

Dated: 10/17/19
By (Signature): [Signature]
Name: Harry Finkle
Title: Owner
Principal Place of Business Address: 1996 Russel Avenue, Santa Clara, California 95054
Email Address: harryf@fairwaypainting.net
Telephone: (650) 508-8443
Fax: (650) 324-3047
"CONTRACTOR"

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness accuracy, or validity of that document.

State of California, County of Santa Clara
Subscribed and sworn to (or affirmed) before me
on this 17 day of Oct., 2019.
by Harry Finkle
proved to me on the basis of satisfactory evidence to
be the person(s) who appeared before me.
Signature: [Signature]





Agenda Report

19-1167

Agenda Date: 11/5/2019

REPORT TO COUNCIL

SUBJECT

Action on Resolution Approving the Annexation of Two Hotel Parcels (AC Hotel located at 2950 Lakeside Drive and Element Hotel located at 1950 Wyatt Drive) into Community Facilities District No. 2010-1

BACKGROUND

On May 11, 2010, the City Council (Council) of the City of Santa Clara (City) adopted a resolution entitled "A Resolution of the City of Santa Clara, California, Formation of Community Facilities District: City of Santa Clara Community Facilities District No. 2010-1" (Resolution of Formation), ordering the formation of (i) the City of Santa Clara Community Facilities District No. 2010-1 (CFD) and (ii) the City of Santa Clara Community Facilities District No. 2010-1 (Future Annexation Area), defining the public facilities and public services to be provided by the CFD, authorizing the levy of a special tax on property within the CFD and preliminarily establishing an appropriations limit for the CFD, all pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (Act).

This CFD applies only to hotel properties near Levi's Stadium. At the time of formation, the hotel property owners voted unanimously to place a special tax on hotel room nights equivalent to a 2% transient occupancy tax (TOT). This 2% is in addition to City's current TOT rate of 9.5%. This special tax is pledged to the payment of portions of the publicly owned infrastructure for the stadium project, up to a cap of \$35 million (excluding debt service and other financing costs), and the City was authorized to issue and sell bonds or incur other forms of debt to finance these improvements. The debt is secured by and payable solely from the special taxes to be levied on the hotel properties within the CFD and does not represent an obligation or debt of the City or the General Fund. The current total CFD debt is \$29,946,619.40.

DISCUSSION

The City has received requests from two new hotel property owners, M9 Dev, LLC and Mission Park Hotel, LP, (Hotel Parcels) to annex their parcels into the CFD. M9 Dev, LLC owns the AC Hotel located at 2950 Lakeside Drive and Mission Park Hotel, LP owns the Element Hotel located at 1950 Wyatt Drive. Pursuant to the Act, each property owner executed a Unanimous Approval (Attachments 1 and 2) constituting a unanimous approval and unanimous vote by that property owner in favor of the annexation of its respective property to the CFD and the levy of the special tax.

The recommended action requests Council adoption of a resolution approving the annexation of the Hotel Parcels into the CFD, direction to the Assistant City Clerk to execute and record Amendment No. 1 to the Special Notice of Tax Lien (Attachment 3) evidencing the annexation of the parcels into the CFD and direction to the Assistant City Clerk to execute and record with the Santa Clara County

Recorder's Office an amended boundary map (Attachment 4).

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 other than staff time associated with approval of this item. If approved, the incorporation of the hotels within the CFD will be subject to the 2% TOT Special Tax.

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

1. Adopt a Resolution approving the annexation of the Hotel Parcels into the CFD; and
2. Approve Amendment No. 1 to the Notice of Special Tax Lien and the Amended Boundary Map - CFD 2010-1, and authorize recordation thereof.

Reviewed by: Ruth Shikada, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Unanimous Approval - M9 Dev, LLC
2. Unanimous Approval - Mission Park Hotel, LP
3. Amendment No. 1 to the Notice of Special Tax Lien
4. Amended Boundary Map - CFD 2010-1
5. Resolution Approving the Annexation of Property Located in a Future Annexation Area: City of Sana Clara Community Facilities District No. 2010-1

**UNANIMOUS APPROVAL
of Annexation to a Community Facilities District
and Related Matters**

**CITY OF SANTA CLARA
Community Facilities District No. 2010-1**

June 26, 2019

To the Honorable City Council,
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

Members of the City Council:

This constitutes the Unanimous Approval (the "Unanimous Approval") of the record owner(s) (the "Property Owner") of the fee title to the real property identified below (the "Property") contemplated by Section 53339.3 et seq. of the Mello-Roos Community Facilities Act of 1982, as amended (the "Act") to annexation of the Property to the "City of Santa Clara Community Facilities District No. 2010-1" (the "CFD"), and it states as follows:

1. Property Owner. This Unanimous Approval is submitted by the Property Owner as a record owner of fee title to the Property. The Property Owner has supplied to the City current evidence of its ownership of fee title to the Property.

2. Approval of Annexation. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the annexation of the Property to the CFD. The CFD was formed to finance the public facilities (the "Facilities") and municipal services (the "Services") described in Exhibit A hereto and made a part hereof.

3. Approval of Special Tax, the Facilities and the Services. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the levy of special taxes (the "Special Taxes") on the Property to finance the Facilities and the Services. The Special Taxes will be levied according to the "Rate and Method of Apportionment of Special Tax" attached hereto as Exhibit B and made a part hereof (the "Rate and Method").

4. Waivers and Vote. The Property Owner hereby confirms that this Unanimous Approval constitutes its approval and unanimous vote as described herein and as contemplated by Section 53339.3 et seq. of the Act and Article XIII A of the California Constitution. The Property Owner hereby waives all other rights with respect to the annexation of the Property, the levy of the Special Taxes on the Property and the other matters covered in this Unanimous Approval.

5. Recordation of Amendment to Notice of Special Tax Lien. The Notice of Special Tax Lien for the CFD was recorded in the Office of the County Recorder of the County of Santa Clara, State of California on May 14, 2010, as Document No. 20712468. The Property Owner hereby authorizes and directs the City Clerk to execute and cause to be recorded in the office of the County Recorder of the County of Contra Costa an amendment to the Notice of Special Tax Lien for the CFD as required by Section 3117.5 of the California Streets and Highways Code. The amendment to the Notice of Special Tax Lien shall include the Rate and Method as an exhibit thereto.

6. Authority Warranted. The Property Owner warrants to the City that the presentation of this Unanimous Approval, any votes, consents or waivers contained herein, and other actions mandated by the City for the annexation of the Property to the CFD shall not constitute or be construed as events of default or delinquencies under any existing or proposed financing documents entered into or to be entered into by the Property Owner for the Property, including any "due-on-encumbrance" clauses under any existing security instruments secured by the Property.

7. Due Diligence and Disclosures. The Property Owner agrees to cooperate at no additional material cost to Property Owner with the City and its attorneys and consultants and to provide all information and disclosures reasonably required by the City about the Special Taxes to purchasers of the Property or any part of it.

8. Agreements. The Property Owner further agrees to execute such additional or supplemental agreements as may be reasonably required by the City to provide for any of the actions and conditions described in this Unanimous Approval, including any cash deposit required to pay for the City's costs in annexing the Property to the CFD.

9. The Property. The Property is identified as follows:

Address:

2950 Lakeside Drive
Santa Clara, CA 95054

Santa Clara County Assessor Parcel Numbers:

216-30-047-00

1.70 acres

By executing this Unanimous Approval, the Property Owner agrees to all of the above.

Property Owner
M9 Dev, LLC,
a California limited liability company

By: T2 Management, LLC,
a California limited liability company
Its Manager

By: MKP One, LLC,
a California limited liability company,
Its Manager

By: 
Mayur Patel, Member

Notice Address:
Nilesh Madhav
VP of Administration
T2 Management, LLC
620 Newport Center Drive, Sixteenth
Floor
Newport Beach, CA 92660

EXHIBIT A

CITY OF SANTA CLARA Community Facilities District No. 2010-1

AUTHORIZED FACILITIES AND SERVICES

DESCRIPTION OF AUTHORIZED FACILITIES TO BE FINANCED BY THE CFD

The Facilities shown below are proposed to be financed or funded in whole or in part by the CFD. The Facilities shall be owned and operated by the City or by another public agency, and shall be constructed, whether or not acquired in their completed states, pursuant to the plans and specifications approved by the City and its officials, including the City Engineer.

- (a) utility improvements
- (b) streets, parking lots and paving
- (c) sidewalks, pedestrian pathways and pedestrian bridges
- (d) fencing
- (e) landscaping and lighting
- (f) storm drain and flood protection facilities

The Facilities to be financed or funded shall include, without limitation, the following costs: earthwork related to the Facilities; appurtenances to and improvements related to the Facilities; related landscaping and irrigation; acquiring rights-of-way (including any right-of-way intended to be dedicated by the recording of a final map); design, architecture, engineering and planning; any environmental review or environmental studies, traffic studies, surveys, geotechnical studies, soils testing, or other studies related to the Facilities; permits, plan check and inspection fees; insurance, legal and related overhead costs; project management, coordination and supervision; and any other costs or appurtenances related to any of the foregoing.

The CFD may also finance or fund, and the special taxes may also be used, for any of the following purposes:

1. To pay for the purchase, construction, expansion, improvement or rehabilitation of any of the Facilities, and to reimburse the City or any third parties for advances made to purchase, construct, expand, improve or rehabilitate any of the Facilities.

2. To pay principal of, interest on, and any premium due with respect to, any bonds or other indebtedness issued or entered into by the City with respect to the CFD, and to pay lease payments or installment sale payments with respect to any of the Facilities.

3. To pay all expenses related to the issuance of bonds or other indebtedness by the City with respect to the CFD, including without limitation: underwriters discount; reserve fund; capitalized interest; fees, expenses and premium associated with any letter of credit or other credit enhancement; fees and expenses of bond counsel, disclosure counsel and issuer's counsel; fees

and expenses of the City's financial advisors and special tax consultants, and other City consultants; and all other incidental expenses.

4. To pay annual or periodic administrative fees of the City and the bond trustee or fiscal agent related to the CFD and the bonds, and to reimburse the City for its costs and expenses related to the administration of the CFD and the bonds.

5. To reimburse the City or any third parties for actual costs advanced that are related to the formation of the CFD.

DESCRIPTION OF AUTHORIZED SERVICES TO BE FINANCED BY THE CFD

The Services shown below and authorized to be funded by the CFD and paid by the special taxes shall incorporate and have the meaning given to the term "services" in the Mello-Roos Community Facilities Act of 1982. The cost of the Services include all related administrative costs and expenses, and related reserves for replacement of vehicles, equipment and facilities.

- (a) Police protection services.
- (b) Fire protection and suppression services, and ambulance and paramedic services.

EXHIBIT B

**CITY OF SANTA CLARA
Community Facilities District No. 2010-1**

**RATE AND METHOD OF
APPORTIONMENT OF SPECIAL TAX**

attached

EXHIBIT B

CITY OF SANTA CLARA COMMUNITY FACILITIES DISTRICT No. 2010-1

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in the City of Santa Clara Community Facilities District No. 2010-1 shall be levied and collected according to the tax liability determined by the Administrator through the application of the appropriate amount or rate for Hotel Property, as described below. All of the property in CFD No. 2010-1, unless exempted by law or by the provisions of Section D below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to CFD No. 2010-1, unless a separate Rate and Method of Apportionment of Special Tax is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, (commencing with Section 53311), Division 2 of Title 5 of the California Government Code.

"Administrative Expenses" means any or all of the following: the fees and expenses of any fiscal agent or trustee (including any fees or expenses of its counsel) employed in connection with any Bonds, and the expenses of the City carrying out its duties with respect to CFD No. 2010-1 and the Bonds, including, but not limited to, levying and collecting the Special Tax, the fees and expenses of legal counsel, charges levied by the County in connection with the levy and collection of Special Taxes, costs related to property owner inquiries regarding the Special Tax, amounts needed to pay rebate to the federal government with respect to the Bonds, costs associated with complying with any continuing disclosure requirements for the Bonds and the Special Tax, and all other costs and expenses of the City in any way related to the establishment or administration of CFD No. 2010-1 or administration of the Bonds.

"Administrator" means the Director of Finance for the City, or such other person or entity designated by the Director of Finance of the City to administer the Special Tax according to this RMA.

"Assessor's Parcel" or "Parcel" means a lot or parcel shown on an official map of the County Assessor designating parcels by Assessor's Parcel numbers.

“Authorized Facilities” means those public facilities authorized to be funded by CFD No. 2010-1 as set forth in the CFD formation documents.

“Authorized Services” means those public services authorized to be funded by CFD No. 2010-1 as set forth in the formation documents.

“Base Special Tax” means the Special Tax levied pursuant to this RMA, which equals two percent (2%) of the Rent that is used in the calculation of the Transient Occupancy Tax for Hotel Property.

“Bonds” means bonds or other debt (as defined in the Act), whether in one or more series, issued or assumed by CFD No. 2010-1 to pay for Authorized Facilities.

“CFD No. 2010-1” or **“CFD”** means the City of Santa Clara Community Facilities District No. 2010-1.

“City” means the City of Santa Clara and/or any joint powers agency that becomes the governing authority for issues related to the new professional National Football League Stadium in the City of Santa Clara.

“City Code” means the Santa Clara City Code.

“City Council” means the City Council of the City of Santa Clara, acting as the legislative body of CFD No. 2010-1.

“County” means the County of Santa Clara.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“Future Annexation Areas” means the areas designated for potential future annexation to CFD No. 2010-1 as shown in the CFD No. 2010-1 boundary map that was recorded in the County Recorder’s Office.

“Hotel” or **“Hotel Property”** means any structure, or any portion of any structure within the CFD, that is occupied or intended or designed for occupancy by Transients for dwelling, lodging, or sleeping purposes, including but not limited to, any hotel, inn, tourist home or house, motel, studio hotel, bachelor hotel, lodging house, rooming house, apartment house, dormitory, public or private club, mobile home, or house trailer at a fixed location, or other similar structure or portion thereof. This definition incorporates by reference and shall be deemed to be amended to incorporate any changes made from time to time to Section 3.25.020(b) of the TOT Chapter.

“Indenture” means the bond indenture, fiscal agent agreement, trust agreement, resolution, or other instrument pursuant to which Bonds are issued, as modified, amended, and/or supplemented from time to time, and any instrument replacing or supplementing the same.

“Maximum Special Tax” means the greatest amount of Special Tax that can be collected in accordance with Section B below.

“Operator” means the person or entity who is proprietor of any Hotel Property, whether in the capacity of owner, lessee, sublessee, mortgagee in possession, or licensee, or in any other capacity. Where this person performs his/her functions through a managing agent of any type or character other than as an employee of an operator, the managing agent shall also be deemed an Operator for the purposes of this RMA and shall have the same duties and liabilities as his/her principal. Compliance with the provisions of this RMA by either the principal or the managing agent shall, however, be considered to be compliance by both. This definition incorporates by reference and shall be deemed to be amended to incorporate any changes made from time to time to Section 3.25.020(d) of the TOT Chapter.

“Rent” means the consideration charged, whether or not actually received by Operator, for the occupancy of space in a Hotel valued in money, whether said Rent is received in money, goods, labor, or otherwise, including all receipts, cash, credits, and property and services of any kind or nature, without any deduction therefrom whatsoever. This definition incorporates by reference and shall be deemed to be amended to incorporate any changes made from time to time to Section 3.25.020(f) the TOT Chapter.

“RMA” means this Rate and Method of Apportionment of Special Tax.

“Special Tax” means a special tax collected pursuant to this RMA.

“Stadium Opening Date” means the date of the first pre-season, regular season, or post-season game, whichever comes first, held at the new professional National Football League Stadium located in the City.

“TOT Chapter” means the Transient Occupancy Tax chapter, being Chapter 3.25 (commencing with Section 3.25.010) of the City Code, as it may be amended from time to time.

“Transient” means any person who exercises occupancy by reason of concession, permit, right of access, license, or other agreement for a period of thirty (30) consecutive days or less, counting portions of days as full days. Any such person exercising occupancy in a Hotel shall be deemed to be a Transient until the period of thirty (30) consecutive days has expired. If such person enters into a written agreement with a Hotel pursuant to Section 3.25.020(g) of the TOT Chapter, and such agreement requirements are satisfied, such person shall not be considered a Transient and will not be subject to the Special Tax. This definition incorporates by reference and shall be deemed to be amended to incorporate any changes made from time to time to Section 3.25.020(g) of the TOT Chapter.

“Transient Occupancy Tax” means a tax imposed for the privilege of occupancy in Hotel Property, which each Transient is subject to and is required to pay in accordance with the TOT Chapter.

B. MAXIMUM SPECIAL TAX

In any Special Tax reporting period, the Maximum Special Tax for each Operator shall be equal to the sum of (i) the then-current Base Special Tax, (ii) any Base Special Taxes from prior reporting periods that have not yet been paid, and (iii) penalties and interest that have accrued on the delinquent Special Taxes.

C. COLLECTION OF THE SPECIAL TAXES

Starting in the calendar quarter after the Stadium Opening Date, Special Taxes shall be levied on and collected from each Hotel Property pursuant to this RMA. Each Operator of Hotel Property shall report and remit the Special Taxes in the same manner as outlined in Section 3.25.090 of the TOT Chapter. Specifically, the Operators' duties shall include the following:

- (i) Each Operator shall, on or before the last day of the month following the close of each calendar quarter (or at the close of any shorter reporting period, which may be established by the Administrator), file a Special Tax return with the Administrator, on forms and pursuant to guidelines provided by the Administrator, of the total Rents charged and received and the amount of Special Tax collected for transient occupancies. The Special Tax collected shall be the Maximum Special Tax, unless the Administrator determines a lesser amount shall be collected pursuant to the Indenture or pursuant to any provisions in a term sheet, disposition and development agreement, or other such agreement between the City and the Operators that provide for a reduction of, or credit against, Special Taxes.
- (ii) At the time the return is filed, the full amount of the Special Tax collected shall be remitted to the Administrator.
- (iii) The Administrator may establish shorter reporting periods for any Operator if the Administrator deems it necessary in order to ensure timely collection of the Special Tax, and the Administrator may require further information in the Special Tax return. Special Tax returns and payments of all Special Taxes are due immediately upon cessation of business for any reason.
- (iv) All Special Taxes collected by Operators shall be held by the Operators in trust for the account of the CFD until payment thereof is made to the Administrator.

Special Taxes for CFD No. 2010-1 shall be collected in the same manner and at the same time as Transient Occupancy Taxes, provided, however, that the City may collect Special Taxes at a different time or in a different manner, and may collect delinquent Special Taxes through foreclosure or other available methods as set forth in the Indenture. Special Taxes levied pursuant to this RMA shall be subject to the same penalties and interest applied to delinquent Transient Occupancy Taxes pursuant to Sections 3.25.100 and 3.25.110 of the TOT Chapter. Additionally, Special Taxes will be

subject to the same audit, appeal, and refund procedures as set forth in Sections 3.25.120, 3.25.130, and 3.25.150 of the TOT Chapter.

The Special Tax shall be levied and collected until principal and interest on Bonds have been repaid, the City's costs of constructing or acquiring Authorized Facilities from Special Tax proceeds have been paid, and all Administrative Expenses and Authorized Services have been paid and/or reimbursed. However, in no event shall a Special Tax be levied for more than 40 years beginning with the first calendar quarter after the Stadium Opening Date.

D. EXEMPTIONS

Notwithstanding any other provision of this RMA, no Special Tax shall be collected from (i) any Parcel that is not Hotel Property, and (ii) any person who is exempt from the Transient Occupancy Tax pursuant to Section 3.25.040 of the TOT Chapter.

E. INTERPRETATION OF SPECIAL TAX FORMULA

The City may amend or supplement this RMA, including without limitation changes to mechanisms for collecting the Special Taxes, to clarify or make this RMA consistent with the TOT Chapter. No such amendment, supplement, or change shall increase the Maximum Special Tax that can be collected.

**UNANIMOUS APPROVAL
of Annexation to a Community Facilities District
and Related Matters**

**CITY OF SANTA CLARA
Community Facilities District No. 2010-1**

June 12, 2019

To the Honorable City Council,
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

Members of the City Council:

This constitutes the Unanimous Approval (the "Unanimous Approval") of the record owner(s) (the "Property Owner") of the fee title to the real property identified below (the "Property") contemplated by Section 53339.3 et seq. of the Mello-Roos Community Facilities Act of 1982, as amended (the "Act") to annexation of the Property to the "City of Santa Clara Community Facilities District No. 2010-1" (the "CFD"), and it states as follows:

1. Property Owner. This Unanimous Approval is submitted by the Property Owner as a record owner of fee title to the Property. The Property Owner has supplied to the City current evidence of its ownership of fee title to the Property.

2. Approval of Annexation. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the annexation of the Property to the CFD. The CFD was formed to finance the public facilities (the "Facilities") and municipal services (the "Services") described in Exhibit A hereto and made a part hereof.

3. Approval of Special Tax, the Facilities and the Services. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the levy of special taxes (the "Special Taxes") on the Property to finance the Facilities and the Services. The Special Taxes will be levied according to the "Rate and Method of Apportionment of Special Tax" attached hereto as Exhibit B and made a part hereof (the "Rate and Method").

4. Waivers and Vote. The Property Owner hereby confirms that this Unanimous Approval constitutes its approval and unanimous vote as described herein and as contemplated by Section 53339.3 et seq. of the Act and Article XIII A of the California Constitution. The Property Owner hereby waives all other rights with respect to the annexation of the Property, the levy of the Special Taxes on the Property and the other matters covered in this Unanimous Approval.

5. Recordation of Amendment to Notice of Special Tax Lien. The Notice of Special Tax Lien for the CFD was recorded in the Office of the County Recorder of the County of Santa Clara, State of California on May 14, 2010, as Document No. 20712468. The Property Owner hereby authorizes and directs the City Clerk to execute and cause to be recorded in the office of the County Recorder of the County of Contra Costa an amendment to the Notice of Special Tax Lien for the CFD as required by Section 3117.5 of the California Streets and Highways Code. The amendment to the Notice of Special Tax Lien shall include the Rate and Method as an exhibit thereto.

6. Authority Warranted. The Property Owner warrants to the City that the presentation of this Unanimous Approval, any votes, consents or waivers contained herein, and other actions mandated by the City for the annexation of the Property to the CFD shall not constitute or be construed as events of default or delinquencies under any existing or proposed financing documents entered into or to be entered into by the Property Owner for the Property, including any "due-on-encumbrance" clauses under any existing security instruments secured by the Property.

7. Due Diligence and Disclosures. The Property Owner agrees to cooperate at no additional material cost to Property Owner with the City and its attorneys and consultants and to provide all information and disclosures reasonably required by the City about the Special Taxes to purchasers of the Property or any part of it.

8. Agreements. The Property Owner further agrees to execute such additional or supplemental agreements as may be reasonably required by the City to provide for any of the actions and conditions described in this Unanimous Approval.

9. The Property. The Property is identified as follows:

Address:

1950 Wyatt Drive
Santa Clara, CA 95054

Santa Clara County Assessor Parcel Numbers:

104-38-016

2.47 acres

By executing this Unanimous Approval, the Property Owner agrees to all of the above.

Property Owner
MISSION PARK HOTEL LP,
a Delaware limited partnership

By: Mission Park Hotel GP LLC,
a Delaware limited liability
company, its general partner

By:  _____

Name: Brent Lower

Title: Executive Vice President + Managing Director

Notice Address:
c/o Washington Holdings, LLC
600 University Street, Suite 2820
Seattle, Washington 98101

EXHIBIT A

CITY OF SANTA CLARA Community Facilities District No. 2010-1

AUTHORIZED FACILITIES AND SERVICES

DESCRIPTION OF AUTHORIZED FACILITIES TO BE FINANCED BY THE CFD

The Facilities shown below are proposed to be financed or funded in whole or in part by the CFD. The Facilities shall be owned and operated by the City or by another public agency, and shall be constructed, whether or not acquired in their completed states, pursuant to the plans and specifications approved by the City and its officials, including the City Engineer.

- (a) utility improvements
- (b) streets, parking lots and paving
- (c) sidewalks, pedestrian pathways and pedestrian bridges
- (d) fencing
- (e) landscaping and lighting
- (f) storm drain and flood protection facilities

The Facilities to be financed or funded shall include, without limitation, the following costs: earthwork related to the Facilities; appurtenances to and improvements related to the Facilities; related landscaping and irrigation; acquiring rights-of-way (including any right-of-way intended to be dedicated by the recording of a final map); design, architecture, engineering and planning; any environmental review or environmental studies, traffic studies, surveys, geotechnical studies, soils testing, or other studies related to the Facilities; permits, plan check and inspection fees; insurance, legal and related overhead costs; project management, coordination and supervision; and any other costs or appurtenances related to any of the foregoing.

The CFD may also finance or fund, and the special taxes may also be used, for any of the following purposes:

1. To pay for the purchase, construction, expansion, improvement or rehabilitation of any of the Facilities, and to reimburse the City or any third parties for advances made to purchase, construct, expand, improve or rehabilitate any of the Facilities.

2. To pay principal of, interest on, and any premium due with respect to, any bonds or other indebtedness issued or entered into by the City with respect to the CFD, and to pay lease payments or installment sale payments with respect to any of the Facilities.

3. To pay all expenses related to the issuance of bonds or other indebtedness by the City with respect to the CFD, including without limitation: underwriters discount; reserve fund; capitalized interest; fees, expenses and premium associated with any letter of credit or other credit enhancement; fees and expenses of bond counsel, disclosure counsel and issuer's counsel; fees

and expenses of the City's financial advisors and special tax consultants, and other City consultants; and all other incidental expenses.

4. To pay annual or periodic administrative fees of the City and the bond trustee or fiscal agent related to the CFD and the bonds, and to reimburse the City for its costs and expenses related to the administration of the CFD and the bonds.

5. To reimburse the City or any third parties for actual costs advanced that are related to the formation of the CFD.

DESCRIPTION OF AUTHORIZED SERVICES TO BE FINANCED BY THE CFD

The Services shown below and authorized to be funded by the CFD and paid by the special taxes shall incorporate and have the meaning given to the term "services" in the Mello-Roos Community Facilities Act of 1982. The cost of the Services include all related administrative costs and expenses, and related reserves for replacement of vehicles, equipment and facilities.

- (a) Police protection services.
- (b) Fire protection and suppression services, and ambulance and paramedic services.

EXHIBIT B

**CITY OF SANTA CLARA
Community Facilities District No. 2010-1**

**RATE AND METHOD OF
APPORTIONMENT OF SPECIAL TAX**

attached

EXHIBIT B

CITY OF SANTA CLARA COMMUNITY FACILITIES DISTRICT No. 2010-1

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in the City of Santa Clara Community Facilities District No. 2010-1 shall be levied and collected according to the tax liability determined by the Administrator through the application of the appropriate amount or rate for Hotel Property, as described below. All of the property in CFD No. 2010-1, unless exempted by law or by the provisions of Section D below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to CFD No. 2010-1, unless a separate Rate and Method of Apportionment of Special Tax is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, (commencing with Section 53311), Division 2 of Title 5 of the California Government Code.

"Administrative Expenses" means any or all of the following: the fees and expenses of any fiscal agent or trustee (including any fees or expenses of its counsel) employed in connection with any Bonds, and the expenses of the City carrying out its duties with respect to CFD No. 2010-1 and the Bonds, including, but not limited to, levying and collecting the Special Tax, the fees and expenses of legal counsel, charges levied by the County in connection with the levy and collection of Special Taxes, costs related to property owner inquiries regarding the Special Tax, amounts needed to pay rebate to the federal government with respect to the Bonds, costs associated with complying with any continuing disclosure requirements for the Bonds and the Special Tax, and all other costs and expenses of the City in any way related to the establishment or administration of CFD No. 2010-1 or administration of the Bonds.

"Administrator" means the Director of Finance for the City, or such other person or entity designated by the Director of Finance of the City to administer the Special Tax according to this RMA.

"Assessor's Parcel" or "Parcel" means a lot or parcel shown on an official map of the County Assessor designating parcels by Assessor's Parcel numbers.

“Authorized Facilities” means those public facilities authorized to be funded by CFD No. 2010-1 as set forth in the CFD formation documents.

“Authorized Services” means those public services authorized to be funded by CFD No. 2010-1 as set forth in the formation documents.

“Base Special Tax” means the Special Tax levied pursuant to this RMA, which equals two percent (2%) of the Rent that is used in the calculation of the Transient Occupancy Tax for Hotel Property.

“Bonds” means bonds or other debt (as defined in the Act), whether in one or more series, issued or assumed by CFD No. 2010-1 to pay for Authorized Facilities.

“CFD No. 2010-1” or “CFD” means the City of Santa Clara Community Facilities District No. 2010-1.

“City” means the City of Santa Clara and/or any joint powers agency that becomes the governing authority for issues related to the new professional National Football League Stadium in the City of Santa Clara.

“City Code” means the Santa Clara City Code.

“City Council” means the City Council of the City of Santa Clara, acting as the legislative body of CFD No. 2010-1.

“County” means the County of Santa Clara.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“Future Annexation Areas” means the areas designated for potential future annexation to CFD No. 2010-1 as shown in the CFD No. 2010-1 boundary map that was recorded in the County Recorder’s Office.

“Hotel” or “Hotel Property” means any structure, or any portion of any structure within the CFD, that is occupied or intended or designed for occupancy by Transients for dwelling, lodging, or sleeping purposes, including but not limited to, any hotel, inn, tourist home or house, motel, studio hotel, bachelor hotel, lodging house, rooming house, apartment house, dormitory, public or private club, mobile home, or house trailer at a fixed location, or other similar structure or portion thereof. This definition incorporates by reference and shall be deemed to be amended to incorporate any changes made from time to time to Section 3.25.020(b) of the TOT Chapter.

“Indenture” means the bond indenture, fiscal agent agreement, trust agreement, resolution, or other instrument pursuant to which Bonds are issued, as modified, amended, and/or supplemented from time to time, and any instrument replacing or supplementing the same.

“Maximum Special Tax” means the greatest amount of Special Tax that can be collected in accordance with Section B below.

“Operator” means the person or entity who is proprietor of any Hotel Property, whether in the capacity of owner, lessee, sublessee, mortgagee in possession, or licensee, or in any other capacity. Where this person performs his/her functions through a managing agent of any type or character other than as an employee of an operator, the managing agent shall also be deemed an Operator for the purposes of this RMA and shall have the same duties and liabilities as his/her principal. Compliance with the provisions of this RMA by either the principal or the managing agent shall, however, be considered to be compliance by both. This definition incorporates by reference and shall be deemed to be amended to incorporate any changes made from time to time to Section 3.25.020(d) of the TOT Chapter.

“Rent” means the consideration charged, whether or not actually received by Operator, for the occupancy of space in a Hotel valued in money, whether said Rent is received in money, goods, labor, or otherwise, including all receipts, cash, credits, and property and services of any kind or nature, without any deduction therefrom whatsoever. This definition incorporates by reference and shall be deemed to be amended to incorporate any changes made from time to time to Section 3.25.020(f) the TOT Chapter.

“RMA” means this Rate and Method of Apportionment of Special Tax.

“Special Tax” means a special tax collected pursuant to this RMA.

“Stadium Opening Date” means the date of the first pre-season, regular season, or post-season game, whichever comes first, held at the new professional National Football League Stadium located in the City.

“TOT Chapter” means the Transient Occupancy Tax chapter, being Chapter 3.25 (commencing with Section 3.25.010) of the City Code, as it may be amended from time to time.

“Transient” means any person who exercises occupancy by reason of concession, permit, right of access, license, or other agreement for a period of thirty (30) consecutive days or less, counting portions of days as full days. Any such person exercising occupancy in a Hotel shall be deemed to be a Transient until the period of thirty (30) consecutive days has expired. If such person enters into a written agreement with a Hotel pursuant to Section 3.25.020(g) of the TOT Chapter, and such agreement requirements are satisfied, such person shall not be considered a Transient and will not be subject to the Special Tax. This definition incorporates by reference and shall be deemed to be amended to incorporate any changes made from time to time to Section 3.25.020(g) of the TOT Chapter.

“Transient Occupancy Tax” means a tax imposed for the privilege of occupancy in Hotel Property, which each Transient is subject to and is required to pay in accordance with the TOT Chapter.

B. MAXIMUM SPECIAL TAX

In any Special Tax reporting period, the Maximum Special Tax for each Operator shall be equal to the sum of (i) the then-current Base Special Tax, (ii) any Base Special Taxes from prior reporting periods that have not yet been paid, and (iii) penalties and interest that have accrued on the delinquent Special Taxes.

C. COLLECTION OF THE SPECIAL TAXES

Starting in the calendar quarter after the Stadium Opening Date, Special Taxes shall be levied on and collected from each Hotel Property pursuant to this RMA. Each Operator of Hotel Property shall report and remit the Special Taxes in the same manner as outlined in Section 3.25.090 of the TOT Chapter. Specifically, the Operators' duties shall include the following:

- (i) Each Operator shall, on or before the last day of the month following the close of each calendar quarter (or at the close of any shorter reporting period, which may be established by the Administrator), file a Special Tax return with the Administrator, on forms and pursuant to guidelines provided by the Administrator, of the total Rents charged and received and the amount of Special Tax collected for transient occupancies. The Special Tax collected shall be the Maximum Special Tax, unless the Administrator determines a lesser amount shall be collected pursuant to the Indenture or pursuant to any provisions in a term sheet, disposition and development agreement, or other such agreement between the City and the Operators that provide for a reduction of, or credit against, Special Taxes.
- (ii) At the time the return is filed, the full amount of the Special Tax collected shall be remitted to the Administrator.
- (iii) The Administrator may establish shorter reporting periods for any Operator if the Administrator deems it necessary in order to ensure timely collection of the Special Tax, and the Administrator may require further information in the Special Tax return. Special Tax returns and payments of all Special Taxes are due immediately upon cessation of business for any reason.
- (iv) All Special Taxes collected by Operators shall be held by the Operators in trust for the account of the CFD until payment thereof is made to the Administrator.

Special Taxes for CFD No. 2010-1 shall be collected in the same manner and at the same time as Transient Occupancy Taxes, provided, however, that the City may collect Special Taxes at a different time or in a different manner, and may collect delinquent Special Taxes through foreclosure or other available methods as set forth in the Indenture. Special Taxes levied pursuant to this RMA shall be subject to the same penalties and interest applied to delinquent Transient Occupancy Taxes pursuant to Sections 3.25.100 and 3.25.110 of the TOT Chapter. Additionally, Special Taxes will be

subject to the same audit, appeal, and refund procedures as set forth in Sections 3.25.120, 3.25.130, and 3.25.150 of the TOT Chapter.

The Special Tax shall be levied and collected until principal and interest on Bonds have been repaid, the City's costs of constructing or acquiring Authorized Facilities from Special Tax proceeds have been paid, and all Administrative Expenses and Authorized Services have been paid and/or reimbursed. However, in no event shall a Special Tax be levied for more than 40 years beginning with the first calendar quarter after the Stadium Opening Date.

D. EXEMPTIONS

Notwithstanding any other provision of this RMA, no Special Tax shall be collected from (i) any Parcel that is not Hotel Property, and (ii) any person who is exempt from the Transient Occupancy Tax pursuant to Section 3.25.040 of the TOT Chapter.

E. INTERPRETATION OF SPECIAL TAX FORMULA

The City may amend or supplement this RMA, including without limitation changes to mechanisms for collecting the Special Taxes, to clarify or make this RMA consistent with the TOT Chapter. No such amendment, supplement, or change shall increase the Maximum Special Tax that can be collected.

**RECORDING REQUESTED BY AND
AFTER RECORDATION RETURN TO:**

Assistant City Clerk
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

**AMENDMENT NO. 1 TO
NOTICE OF SPECIAL TAX LIEN**

**CITY OF SANTA CLARA
Community Facilities District No. 2010-1**

Annexation No. 1

Pursuant to the requirements of Section 3117.5 of the Streets and Highways Code of California and the Mello-Roos Community Facilities Act of 1982, as amended, section 53311, et seq., of the California Government Code (the "Act"), the undersigned City Clerk of the City of Santa Clara (the "City"), County of Santa Clara, State of California, hereby gives notice that a lien to secure payment of a special tax, which the City is authorized to levy, is hereby imposed on the property described herein.

This Amendment No. 1 to Notice of Special Tax Lien amends the Notice of Special Tax Lien recorded in the Office of the County Recorder of the County of Santa Clara, State of California, on May 14, 2010, as Document No. 20712468 (the "Notice of Special Tax Lien"), to which reference is hereby made and the provisions of which are hereby incorporated by this reference. This Amendment No. 1 to Notice of Special Tax Lien gives notice that the territory described in Exhibit A hereto has been annexed into the City of Santa Clara Community Facilities District No. 2010-1 (the "CFD"). The territory included in the existing CFD is set forth in the map of the CFD recorded on April 7, 2010, in Book 45 at Pages 40 through 42 of Maps of Assessment and Community Facilities Districts, as Document No. 20670542, in the office of the County Recorder for the County of Santa Clara, to which reference is hereby made.

The special tax secured by this lien is authorized to be levied for the purpose of paying principal and interest on bonds or other indebtedness, the proceeds of which are being used to finance the acquisition and construction of all or a portion of the public facilities described in the Notice of Special Tax Lien, to pay the cost of the public facilities and the public services described in the Notice of Special Tax Lien, and to pay the cost of administering the CFD.

The rate, method of apportionment, and manner of collection of the authorized special tax is set forth in the Notice of Special Tax Lien and attached hereto as Exhibit B. The lien of the special tax is a continuing lien that shall secure the annual levy of the special tax and shall continue in force and effect until the special tax obligation is permanently satisfied and canceled

in accordance with law or until the special tax ceases to be levied and a notice of cessation of special tax is recorded in accordance with Government Code Section 53330.5.

Notice is further given that upon the recording of this notice in the office of the County Recorder for the County of Santa Clara, the obligation to pay the special tax levy shall become a lien upon all nonexempt real property within the territory to be annexed into the CFD in accordance with Section 3115.5 of the Streets and Highways Code.

The assessor's tax parcel numbers of all parcels or any portion thereof that are included in this Amendment No. 1 to Notice of Special Tax Lien, together with the name of the owner thereof, as they appear on the latest secured assessment roll as of the date of recording hereof or as are otherwise known to the City, are as set forth in Exhibit A hereto and hereby made a part hereof.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property subject to this special tax lien, interested persons should contact the Director of Finance, City of Santa Clara, 1500 Warburton Avenue, Santa Clara, California, 95050; Telephone: (408) 615-2340.

Dated: As of _____, 2019

By: _____
Assistant City Clerk,
City of Santa Clara

EXHIBIT A
CITY OF SANTA CLARA
Community Facilities District No. 2010-1

Annexation No. 1

**ASSESSOR'S PARCEL NUMBERS AND OWNERS OF LAND WITHIN
ANNEXATION NO. 1**

Assessor's Parcel Nos.	Names of Property Owners
104-38-016	MISSION PARK HOTEL LP, a Delaware limited partnership
216-30-047-00	M9 Dev, LLC, a California limited liability company

EXHIBIT B

CITY OF SANTA CLARA Community Facilities District No. 2010-1

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in the City of Santa Clara Community Facilities District No. 2010-1 shall be levied and collected according to the tax liability determined by the Administrator through the application of the appropriate amount or rate for Hotel Property, as described below. All of the property in CFD No. 2010-1, unless exempted by law or by the provisions of Section D below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to CFD No. 2010-1, unless a separate Rate and Method of Apportionment of Special Tax is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, (commencing with Section 53311), Division 2 of Title 5 of the California Government Code.

"Administrative Expenses" means any or all of the following: the fees and expenses of any fiscal agent or trustee (including any fees or expenses of its counsel) employed in connection with any Bonds, and the expenses of the City carrying out its duties with respect to CFD No. 2010-1 and the Bonds, including, but not limited to, levying and collecting the Special Tax, the fees and expenses of legal counsel, charges levied by the County in connection with the levy and collection of Special Taxes, costs related to property owner inquiries regarding the Special Tax, amounts needed to pay rebate to the federal government with respect to the Bonds, costs associated with complying with any continuing disclosure requirements for the Bonds and the Special Tax, and all other costs and expenses of the City in any way related to the establishment or administration of CFD No. 2010-1 or administration of the Bonds.

"Administrator" means the Director of Finance for the City, or such other person or entity designated by the Director of Finance of the City to administer the Special Tax according to this RMA.

"Assessor's Parcel" or "Parcel" means a lot or parcel shown on an official map of the County Assessor designating parcels by Assessor's Parcel numbers.

"Authorized Facilities" means those public facilities authorized to be funded by CFD No. 2010-1 as set forth in the CFD formation documents.

“Authorized Services” means those public services authorized to be funded by CFD No. 2010-1 as set forth in the formation documents.

“Base Special Tax” means the Special Tax levied pursuant to this RMA, which equals two percent (2%) of the Rent that is used in the calculation of the Transient Occupancy Tax for Hotel Property.

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“CFD No. 2010-1” or **“CFD”** means the City of Santa Clara Community Facilities District No. 2010-1.

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“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“Future Annexation Areas” means the areas designated for potential future annexation to CFD No. 2010-1 as shown in the CFD No. 2010-1 boundary map that was recorded in the County Recorder’s Office.

“Hotel” or **“Hotel Property”** means any structure, or any portion of any structure within the CFD, that is occupied or intended or designed for occupancy by Transients for dwelling, lodging, or sleeping purposes, including but not limited to, any hotel, inn, tourist home or house, motel, studio hotel, bachelor hotel, lodging house, rooming house, apartment house, dormitory, public or private club, mobile home, or house trailer at a fixed location, or other similar structure or portion thereof. This definition incorporates by reference and shall be deemed to be amended to incorporate any changes made from time to time to Section 3.25.020(b) of the TOT Chapter.

“Indenture” means the bond indenture, fiscal agent agreement, trust agreement, resolution, or other instrument pursuant to which Bonds are issued, as modified, amended, and/or supplemented from time to time, and any instrument replacing or supplementing the same.

“Maximum Special Tax” means the greatest amount of Special Tax that can be collected in accordance with Section B below.

“Operator” means the person or entity who is proprietor of any Hotel Property, whether in the capacity of owner, lessee, sublessee, mortgagee in possession, or licensee, or in any other capacity. Where this person performs his/her functions through a managing agent of any type or character other than as an employee of an operator, the managing agent shall also be deemed an Operator for the purposes of this RMA and shall have the same duties and liabilities as his/her principal. Compliance with the provisions of this RMA by either the principal or the managing agent shall, however, be considered to be compliance by both. This definition incorporates by reference and shall be deemed to be amended to incorporate any changes made from time to time to Section 3.25.020(d) of the TOT Chapter.

“Rent” means the consideration charged, whether or not actually received by Operator, for the occupancy of space in a Hotel valued in money, whether said Rent is received in money, goods, labor, or otherwise, including all receipts, cash, credits, and property and services of any kind or nature, without any deduction therefrom whatsoever. This definition incorporates by reference and shall be deemed to be amended to incorporate any changes made from time to time to Section 3.25.020(f) the TOT Chapter.

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“Special Tax” means a special tax collected pursuant to this RMA.

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- (ii) At the time the return is filed, the full amount of the Special Tax collected shall be remitted to the Administrator.
- (iii) The Administrator may establish shorter reporting periods for any Operator if the Administrator deems it necessary in order to ensure timely collection of the Special Tax, and the Administrator may require further information in the Special Tax return. Special Tax returns and payments of all Special Taxes are due immediately upon cessation of business for any reason.
- (iv) All Special Taxes collected by Operators shall be held by the Operators in trust for the account of the CFD until payment thereof is made to the Administrator.

Special Taxes for CFD No. 2010-1 shall be collected in the same manner and at the same time as Transient Occupancy Taxes, provided, however, that the City may collect Special Taxes at a different time or in a different manner, and may collect delinquent Special Taxes through foreclosure or other available methods as set forth in the Indenture. Special Taxes levied pursuant to this RMA shall be subject to the same penalties and interest applied to delinquent Transient Occupancy Taxes pursuant to Sections 3.25.100 and 3.25.110 of the TOT Chapter.

Additionally, Special Taxes will be subject to the same audit, appeal, and refund procedures as set forth in Sections 3.25.120, 3.25.130, and 3.25.150 of the TOT Chapter.

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D. EXEMPTIONS

Notwithstanding any other provision of this RMA, no Special Tax shall be collected from (i) any Parcel that is not Hotel Property, and (ii) any person who is exempt from the Transient Occupancy Tax pursuant to Section 3.25.040 of the TOT Chapter.

E. INTERPRETATION OF SPECIAL TAX FORMULA

The City may amend or supplement this RMA, including without limitation changes to mechanisms for collecting the Special Taxes, to clarify or make this RMA consistent with the TOT Chapter. No such amendment, supplement, or change shall increase the Maximum Special Tax that can be collected.

CONSOLIDATED BOUNDARIES OF CITY OF SANTA CLARA COMMUNITY FACILITIES DISTRICT NO. 2010-1

SANTA CLARA COUNTY, STATE OF CALIFORNIA

SHEET 1 OF 3

1. FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF SANTA CLARA
THIS _____ DAY OF _____, 2019.

NORA PIMENTEL, MMC
ASSISTANT CITY CLERK

2. I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED
BOUNDARIES OF CITY OF SANTA CLARA, COMMUNITY FACILITIES DISTRICT
NO. 2010-1, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, WAS
APPROVED BY THE CITY COUNCIL OF THE CITY OF SANTA CLARA, AT A
MEETING THEREOF, HELD ON THE _____ DAY OF _____
2019, BY ITS RESOLUTION NO. _____.

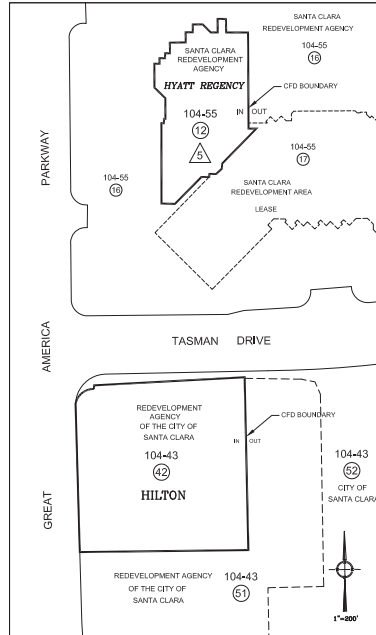
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK

3. FILED THIS _____ DAY OF _____, 2019, AT THE HOUR
OF _____ O'CLOCK _____ M, IN BOOK _____ OF MAPS OF ASSESSMENT AND
COMMUNITY FACILITIES DISTRICTS AT PAGE _____ IN THE OFFICE OF
THE COUNTY RECORDER IN THE COUNTY OF SANTA CLARA, STATE OF
CALIFORNIA.

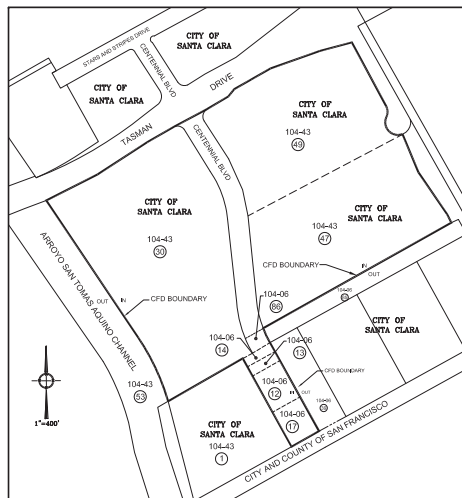
COUNTY RECORDER
COUNTY OF SANTA CLARA

LEGEND

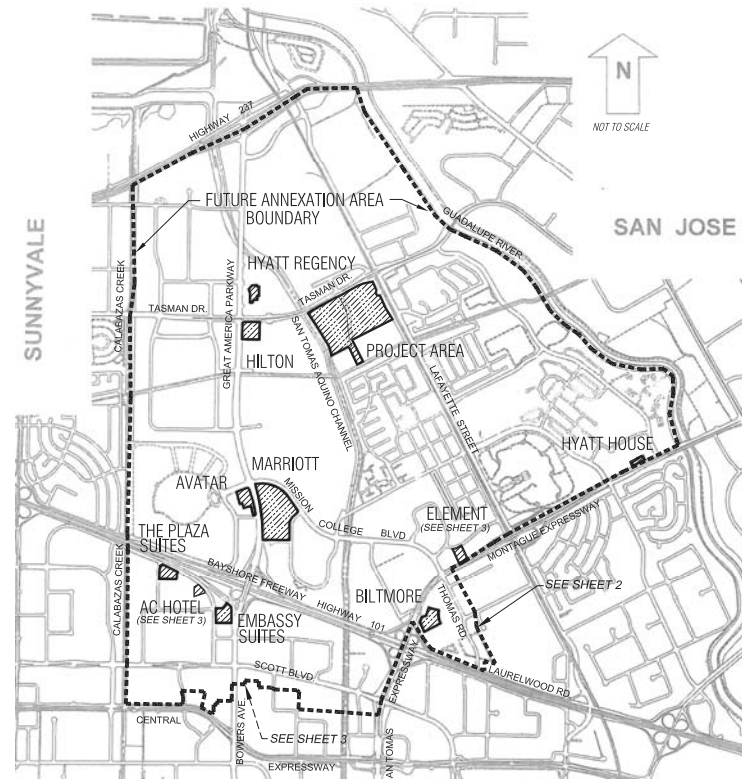
- 104-41 ASSESSOR'S BOOK AND PAGE
- (6) ASSESSOR PARCEL NUMBER
- (5) ASSESSOR PARCEL LEASE NUMBER
- COMMUNITY FACILITIES DISTRICT BOUNDARY
- FUTURE ANNEXATION AREA BOUNDARY

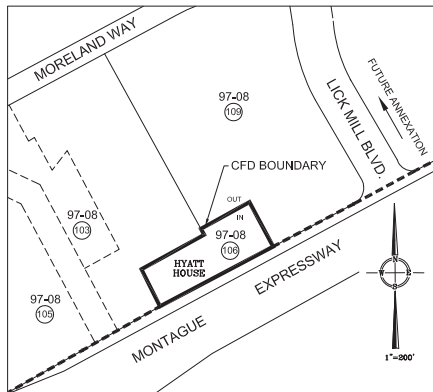


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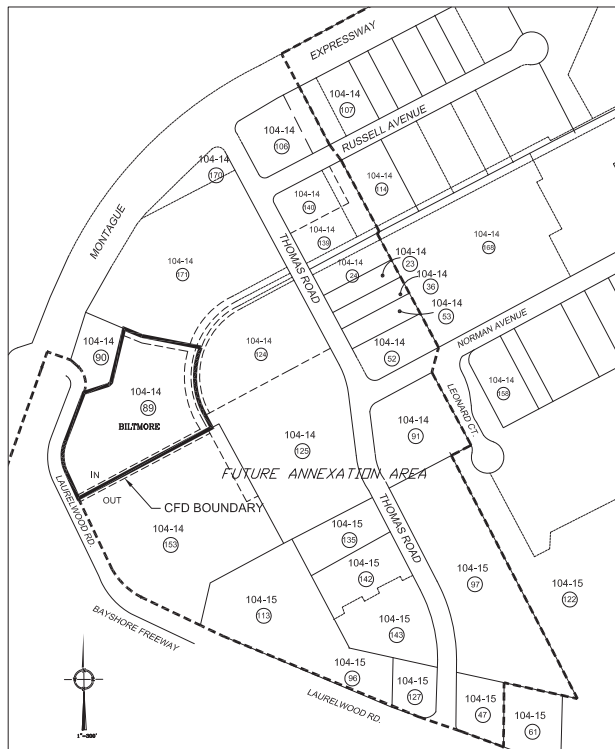


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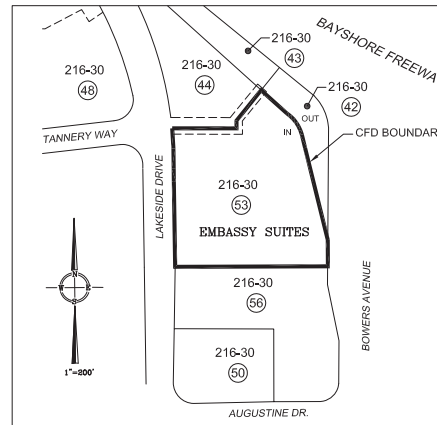




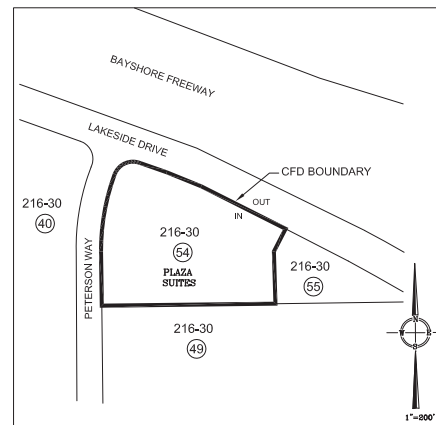
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BILTMORE SITE



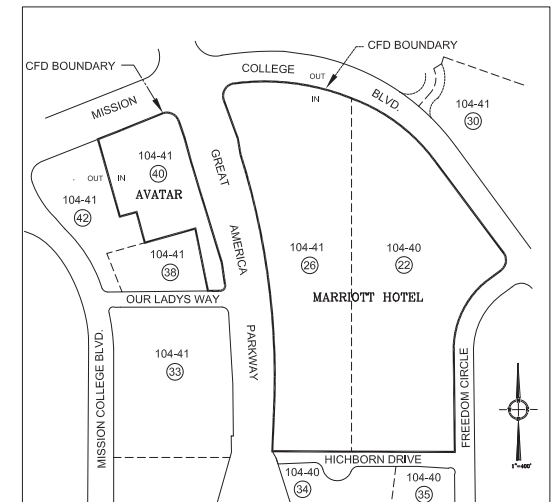
EMBASSY SUITES SITE



PLAZA SUITES SITE

CONSOLIDATED BOUNDARIES OF
CITY OF SANTA CLARA
COMMUNITY FACILITIES DISTRICT NO. 2010-1
SANTA CLARA COUNTY, STATE OF CALIFORNIA

SHEET 2 OF 3



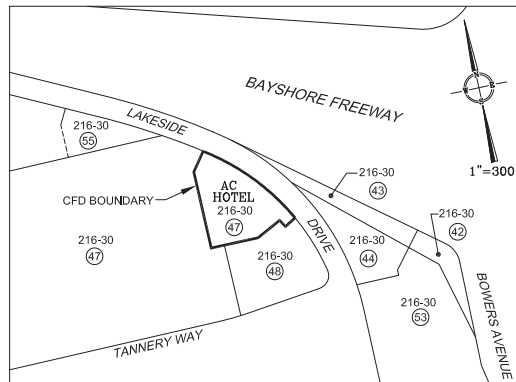
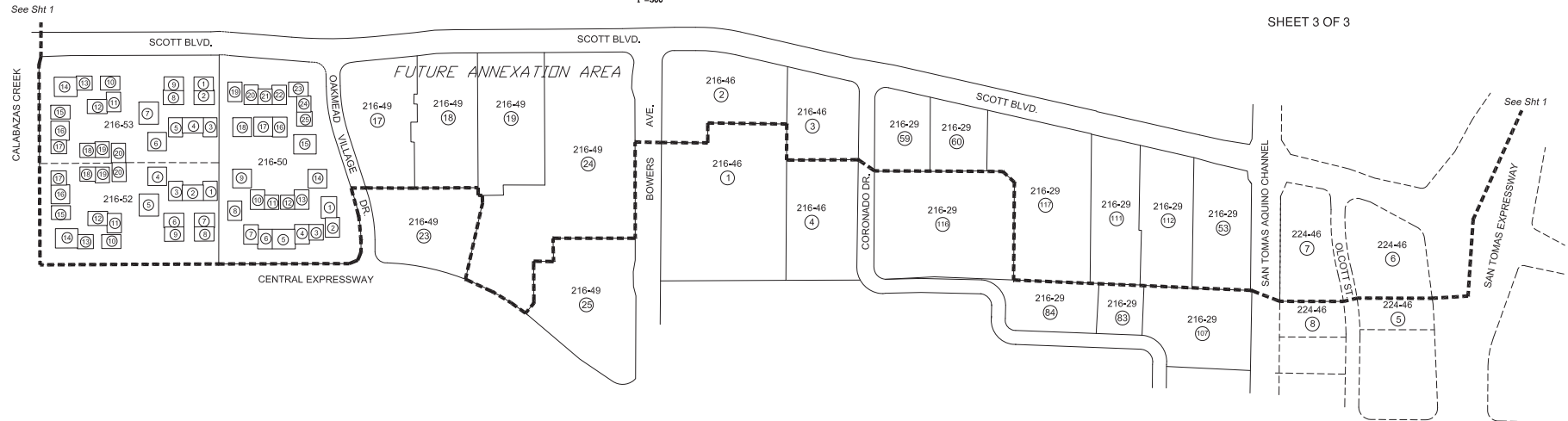
AVATAR AND MARRIOTT HOTEL SITES

LEGEND

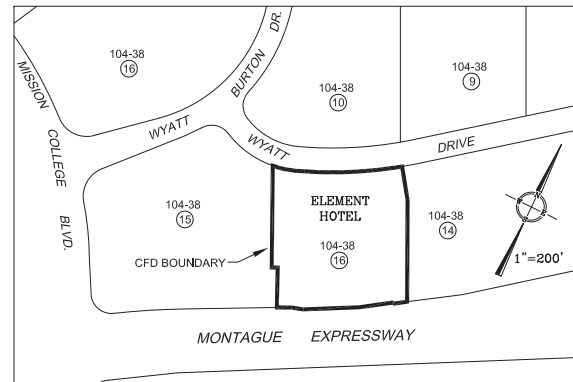
- 104-41 ASSESSOR'S BOOK AND PAGE
- (6) ASSESSOR PARCEL NUMBER
- (5) ASSESSOR PARCEL LEASE NUMBER
- COMMUNITY FACILITIES DISTRICT BOUNDARY
- FUTURE ANNEXATION AREA BOUNDARY

CONSOLIDATED BOUNDARIES OF
CITY OF SANTA CLARA
COMMUNITY FACILITIES DISTRICT NO. 2010-1
SANTA CLARA COUNTY, STATE OF CALIFORNIA

SHEET 3 OF 3



AC HOTEL SITE



ELEMENT HOTEL SITE

LEGEND

- 104-41 ASSESSOR'S BOOK AND PAGE
- ⑥ ASSESSOR'S PARCEL NUMBER
- △ ASSESSOR'S PARCEL LEASE NUMBER
- COMMUNITY FACILITIES DISTRICT BOUNDARY
- FUTURE ANNEXATION AREA BOUNDARY

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA
APPROVING THE ANNEXATION OF PROPERTY LOCATED IN A
FUTURE ANNEXATION AREA: CITY OF SANTA CLARA
COMMUNITY FACILITIES DISTRICT No. 2010-1**

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, on May 11, 2010, the City Council (the "Council") of the City of Santa Clara (the "City") has adopted a resolution entitled "A Resolution of the City of Santa Clara, California, Formation of Community Facilities District: City of Santa Clara Community Facilities District No. 2010-1" (the "Resolution of Formation"), ordering the formation of (i) the City of Santa Clara Community Facilities District No. 2010-1 (the "CFD") and (ii) the City of Santa Clara Community Facilities District No. 2010-1 (Future Annexation Area) (the "Future Annexation Area"), defining the public facilities and public services to be provided by the CFD, authorizing the levy of a special tax on property within the CFD and preliminarily establishing an appropriations limit for the CFD, all pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act");

WHEREAS, under the Resolution of Formation and a resolution calling special election heretofore adopted by this Council, the propositions of the levy of the special tax and the establishment of the appropriations limit were submitted to the qualified electors of the CFD as required by the Act;

WHEREAS, on May 11, 2010, a special election was held among the landowner voters within the CFD, wherein such propositions were approved by the two-thirds vote required by the Act, as confirmed by resolution of this Council;

WHEREAS, on May 14, 2010, a notice of special tax lien (the "Notice of Special Tax Lien") was recorded with the Santa Clara County Recorder's office, thereby giving notice that the lien to secure payment of the Special Tax was imposed on the land in the CFD;

WHEREAS, the owners (the “Property Owners”) of certain hotel properties located within the Future Annexation Area (the “Hotel Parcels”) have agreed to annex the Hotel Parcels into the CFD; and

WHEREAS, pursuant to the Act, each Property Owner has executed a Unanimous Approval constituting a unanimous approval and unanimous vote by that Property Owner in favor of the annexation of its respective Hotel Parcel to the CFD and of the levy of the Special Tax.

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That the foregoing recitals are true and correct.
2. That the City Council hereby determines that the Hotel Parcels are annexed into the CFD.
3. That the City Council hereby directs the Assistant City Clerk to execute and record an Amendment to Notice of Special Tax Lien evidencing the annexation of the hotel Parcels into the CFD, in the form on file with the City Clerk.
4. That the revised boundaries of the CFD including the Hotel Parcels are described in an amended boundary map, which this City Council hereby approves. The City Council hereby directs the Assistant City Clerk to execute and record with the amended boundary map with the Santa Clara County Recorder's office.
5. That the officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate the transactions described herein or to otherwise effectuate the purposes of this resolution. Any actions previously taken by such officers that are consistent with the purposes of this resolution are hereby ratified and confirmed.

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6. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED
AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING
THEREOF HELD ON THE ____ DAY OF _____, 2019, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference: None

S:\Attorney\RESOLUTIONS\Form Resolution-City.doc



Agenda Report

19-1222

Agenda Date: 11/5/2019

REPORT TO COUNCIL

SUBJECT

Action on Amendment No. 1 to an Agreement for Services with Rosendin Electric, Inc. for Specialized Electrical Services to Support SVP's Generation Facilities.

BACKGROUND

The City of Santa Clara's Electric Utility, Silicon Valley Power (SVP), operates three power generation facilities within the city limits: the Donald Von Raesfeld Power Plant (DVR), the Cogeneration Plant (Cogen), and the Gianera Generating Station. The DVR facility is the main plant and is comprised of two gas turbines and one steam turbine with a total capacity of 147 Megawatts of electrical power. The steam turbine, a Mitsubishi Steam Turbine and Generator, is capable of producing up to 50 Megawatts of electrical power with steam produced from the gas turbines waste heat.

DVR's Steam Turbine requires both routine and major maintenance based on the original equipment manufacturer (OEM) time based frequencies and inspection condition criteria. DVR's Steam Turbine has been in commercial operation since March 2005 and is due for its 100,000 hour Major Overhaul and Internal Inspection, currently scheduled for November, 2019.

DISCUSSION

In September 2018, the City entered into a three-year agreement with Rosendin Electric to provide electrical maintenance and construction services to support the operation and maintenance of the City's power generation facilities. The agreement was the result of a competitive Request for Proposal (RFP) process and Rosendin was selected on the basis of lowest cost. The original agreement is attached and includes all City requirements including prevailing wage.

Because the scope of work for the overhaul is consistent with the scope for maintenance services, Staff is proposing to enter into Amendment No. 1 to add additional funding in the amount of \$200,000 for Electrical Maintenance Services to cover the additional cost for work performed by Rosendin for the Steam Turbine Major Overhaul.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

The total cost of Amendment No. 1 to the Agreement for Services with Rosendin Electric will not exceed \$329,764.89. Sufficient funds in FY 2019/2020 are available in the Electric Department Capital Project Generation Capital Maintenance and Betterments (Fund 591, Project No. 2119).

COORDINATION

This Report was coordinated with the Finance Department and City Attorney's Office.

PUBLIC CONTACT

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

RECOMMENDATION

Authorize the City Manager to execute Amendment No. 1 to an Agreement for Services with Rosendin Electric, Inc. to increase the not-to-exceed compensation amount by \$200,000 to \$329,764.89 to support the Donald Von Raesfeld Steam Turbine Major Overhaul Project.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Amendment No. 1
2. Agreement

**AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ROSENDIN ELECTRIC, INC.**

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Rosendin Electric, Inc., a California corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for Services between the City of Santa Clara, California and Rosendin Electric, Inc., dated September 15, 2018 (the "Original Agreement"); and
- B. The Parties entered into the Original Agreement for the purpose of having Contractor provide specialized electrical services to support SVP's generation facilities, and the Parties now wish to amend the Original Agreement.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AMENDMENT TERMS AND CONDITIONS

That paragraph number 1 of Section 6 of the Original Agreement, entitled "Compensation and Payment" is hereby amended by deleting the existing Section 6 in its entirety and replacing it with the following:

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is three hundred twenty-nine thousand seven hundred sixty-four dollars and eighty-nine cents (\$329,764.89), 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.

2. TERMS

All other terms of the Original Agreement which are not in conflict with the provisions of this Amendment No. 1 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

3. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

Approved as to Form:

Dated: _____

BRIAN DOYLE
City Attorney

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

"CITY"

ROSENDIN ELECTRIC, INC.
a California corporation

Dated: _____

By (Signature): _____

Name: ANGELA HART

Title: Vice President

Principal Place of Business Address: 880 Mabury Road
San Jose, California 95133

Email Address: ahart@rosendin.com

Telephone: (408) 793-5005

**AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ROSENDIN ELECTRIC, INC.**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Rosendin Electric, Inc., a California corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to secure the services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – 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 September 15, 2018 and terminate on September 14, 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.

4. WARRANTY

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

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

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is one hundred twenty-nine thousand nine hundred fifty-five dollars and eighty-nine cents (\$129,955.89), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum

compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.
- B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

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

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

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

10. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed

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

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

- A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner

arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees or persons contracting with Contractor to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.

- B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

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

City of Santa Clara
Attention: Electric Department
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at mrevino@santaclaraca.gov, and
manager@santaclaraca.gov

And to Contractor addressed as follows:

Rosendin Electric, Inc.
880 Mabury Road
San Jose, CA 95133
and by e-mail at ahard@rosendin.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

19. CONFLICTS OF INTEREST

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

20. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

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

22. GOVERNING LAW AND VENUE

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

23. SEVERABILITY CLAUSE

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

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:



BRIAN DOYLE
City Attorney

Dated: 8/11/18


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

"CITY"

ROSENDIN ELECTRIC, INC.

Dated: 8/14/18
By (Signature): 
Name: ANGELA HART
Title: Vice President
Principal Place of
Business Address: 880 Mabury Road, San Jose, CA 95133
Email Address: ahart@rosendin.com
Telephone: (408) 793-5005

"CONTRACTOR"

EXHIBIT A
SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are set forth below.

Contractor agrees to furnish all personnel, transportation, labor, equipment, permits and licenses and any other item of expense necessary to provide specialized electrical services to support SVP's generation facilities. Other unique electrical services may include installation, removal of pumps, fans, motors, and other electrical equipment for the Generation Division of Silicon Valley Power.

**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.

Generation Facilities Pricing			
Local Charges Per Technician Per Day	Hourly Rate	Daily Rate	Hours Per Day
Service Electrician - Straight Time	\$ 151.22	\$ 1,209.76	8
Service Electrician - Time & One-Half	\$ 204.26	\$ 408.52	2
Service Electrician - Double Time	\$ 257.28	\$ 514.56	2
Travel	n/a		
Subsistence	n/a		
Mileage	n/a		
Equipment Rental & Tooling Fees	\$ 7.87	\$ 62.96	8
Consumables	\$ 2.50	\$ 20.00	8
Additional Charges (Electronic Devices, Mobile Phones, iPad, Laptops)	\$ 2.00	\$ 16.00	8
Materials (Cost of Materials plus %)	15%		

Total Annual Contract Pricing (3-Years)			
Annual Pricing Totals	Hourly Rate	# of Hours	# of Technicians
Service Electrician - Straight Time	\$ 151.22	240	1
Equipment Rental & Tooling Fees	\$ 7.87	240	1
Consumables	\$ 2.50	240	1
Additional Charges (Electronic Devices, Mobile Phones, iPad, Laptops)	\$ 2.00	240	1
Materials (Cost of Materials plus %)	15%		
			Total Annual Cost Year 1
			\$39,261.60
			Total Annual Cost Year 2
			\$43,187.76
			Total Annual Cost Year 3
			\$47,506.53

Contract Pricing Escalation
Annual Contract Pricing Escalation
Contract escalation not to exceed 10% annually, beginning the anniversary date of year two of the executed contract.
Escalator is intended for union increases during the term of the agreement.

Rate Sheets and Other Standard Pricing Items
Please see attached standard rate sheet

Description	Valid	Classification	Regular	Overtime	Double-time
Service Technician (Foreman)	6/1/2018 - 5/31/2019	Union Labor	\$ 142.60	\$ 191.76	\$ 240.91
Service Technician (Foreman)	6/1/2019 - 5/31/2020	Union Labor	\$ 151.64	\$ 204.74	\$ 257.82
Service Technician (Foreman)	6/1/2020 - 5/31/2021	Union Labor	\$ 159.42	\$ 216.27	\$ 273.11
Service Van	6/1/2018 - 5/31/2021	Equipment	\$ 7.87	\$ 7.87	\$ 7.87
Consumable Supplies	6/1/2018 - 5/31/2021	Equipment	\$ 2.50	\$ 2.50	\$ 2.50
Electronic Devices	6/1/2018 - 5/31/2021	Equipment	\$ 2.00	\$ 2.00	\$ 2.00
Rental Equipment				Hourly	Monthly
BOOM TRUCK; WATER TRUCK	6/1/2018 - 5/31/2021	Rental Equipment		\$ 15.25	\$ 2,642.64
LABORERS DUMP TRUCKS INCLUDES COMPRESSOR ETC	6/1/2018 - 5/31/2021	Rental Equipment		\$ 10.00	\$ 1,733.16
DUMP TRUCK, CARGO TRUCK UP TO 12,000	6/1/2018 - 5/31/2021	Rental Equipment		\$ 7.16	\$ 1,240.20
DUMP TRUCK, CARGO TRUCK 12,000 LBS AND UP	6/1/2018 - 5/31/2021	Rental Equipment		\$ 11.00	\$ 1,906.32
LOADER; BACKHOE, BOBCAT	6/1/2018 - 5/31/2021	Rental Equipment		\$ 9.12	\$ 1,580.28
FORKLIFT, STRAIT UP LIFT	6/1/2018 - 5/31/2021	Rental Equipment		\$ 5.20	\$ 901.68
REACH STRAIGHT UP AND AWAY HORIZONTALLY	6/1/2018 - 5/31/2021	Rental Equipment		\$ 11.34	\$ 1,965.60
UTILITY VAN, STORAGE VAN	6/1/2018 - 5/31/2021	Rental Equipment		\$ 0.66	\$ 113.88
JOB SITE OFFICE TRAILERS	6/1/2018 - 5/31/2021	Rental Equipment		\$ 1.09	\$ 188.76
HOME MADE WIRE TRAILERS	6/1/2018 - 5/31/2021	Rental Equipment		\$ 0.73	\$ 126.36
GENERATOR	6/1/2018 - 5/31/2021	Rental Equipment		\$ 0.82	\$ 141.96
CONTAINER UNIT	6/1/2018 - 5/31/2021	Rental Equipment		\$ 0.41	\$ 71.76
VACUUM TRAILER	6/1/2018 - 5/31/2021	Rental Equipment		\$ 7.36	\$ 1,276.08
BOMAG ROLLER, SHEEPS FOOT ROLLER, CONCRETE SAW	6/1/2018 - 5/31/2021	Rental Equipment		\$ 3.46	\$ 599.04
ALL TERRAIN VEHICLE / RUFF TERAIRN	6/1/2018 - 5/31/2021	Rental Equipment		\$ 1.40	\$ 243.36
GOLF CART	6/1/2018 - 5/31/2021	Rental Equipment		\$ 0.68	\$ 118.56
ARROW BOARD	6/1/2018 - 5/31/2021	Rental Equipment		\$ 2.48	\$ 430.56
EQUIPMENT TRAILER	6/1/2018 - 5/31/2021	Rental Equipment		\$ 0.87	\$ 151.32
75KVA TRANSFORMER CART	6/1/2018 - 5/31/2021	Rental Equipment		\$ 0.90	\$ 156.00
TEMP POWER SKID	6/1/2018 - 5/31/2021	Rental Equipment		\$ 1.80	\$ 312.00
COMPRESSOR & ACCESSORIES	6/1/2018 - 5/31/2021	Rental Equipment		\$ 2.60	\$ 450.84
SERVICE TRUCKS-FIBER SPLICING	6/1/2018 - 5/31/2021	Rental Equipment		\$ 14.25	\$ 2,469.48
SERVICE TRUCKS-FIBER SPLICING	6/1/2018 - 5/31/2021	Rental Equipment		\$ 32.89	\$ 5,700.24
SCISSOR LIFT 19"	6/1/2018 - 5/31/2021	Rental Equipment		\$ 1.82	\$ 315.12
SB 555 BENDER 2" W/PROGRAMMABLE SWITCH	6/1/2018 - 5/31/2021	Rental Equipment		\$ 2.48	\$ 430.56
855 BENDER 2" W/PROGRAMMABLE SWITCH	6/1/2018 - 5/31/2021	Rental Equipment		\$ 3.27	\$ 566.28
854 BENDER 2"	6/1/2018 - 5/31/2021	Rental Equipment		\$ 3.49	\$ 605.28
555 BENDER 2"	6/1/2018 - 5/31/2021	Rental Equipment		\$ 2.73	\$ 472.68
4" BENDER / FLOOR	6/1/2018 - 5/31/2021	Rental Equipment		\$ 3.82	\$ 661.44
4" RIGID BENDER / FLOOR	6/1/2018 - 5/31/2021	Rental Equipment		\$ 4.10	\$ 709.80
4" 881 BENDER	6/1/2018 - 5/31/2021	Rental Equipment		\$ 4.46	\$ 772.20
BATTERY CRIMPER	6/1/2018 - 5/31/2021	Rental Equipment		\$ 0.45	\$ 78.00
SURVEYORS LASER	6/1/2018 - 5/31/2021	Rental Equipment		\$ 1.80	\$ 312.00
FLOOR BANDSAW	6/1/2018 - 5/31/2021	Rental Equipment		\$ 0.86	\$ 148.20
1215 THREADER	6/1/2018 - 5/31/2021	Rental Equipment		\$ 4.30	\$ 745.68
535 THREADER UP TO 2"	6/1/2018 - 5/31/2021	Rental Equipment		\$ 1.49	\$ 258.96
1822 THREADER UP TO 2"	6/1/2018 - 5/31/2021	Rental Equipment		\$ 1.49	\$ 258.96
1224 THREADER UP TO 4"	6/1/2018 - 5/31/2021	Rental Equipment		\$ 3.27	\$ 566.28
10K TUGGER	6/1/2018 - 5/31/2021	Rental Equipment		\$ 0.77	\$ 132.60
SUPER TUGGER	6/1/2018 - 5/31/2021	Rental Equipment		\$ 4.55	\$ 787.80
SUPER TUGGER	6/1/2018 - 5/31/2021	Rental Equipment		\$ 3.27	\$ 566.28
ULTRA TUGGER	6/1/2018 - 5/31/2021	Rental Equipment		\$ 2.62	\$ 453.96
GREENLEE ULTRA CABLE FEEDERS	6/1/2018 - 5/31/2021	Rental Equipment		\$ 4.90	\$ 848.64
PULLER	6/1/2018 - 5/31/2021	Rental Equipment		\$ 2.62	\$ 453.96
SMALL VIBRA PLATE	6/1/2018 - 5/31/2021	Rental Equipment		\$ 2.37	\$ 410.28
VIBRA PLATE, TURTLE	6/1/2018 - 5/31/2021	Rental Equipment		\$ 6.44	\$ 1,115.40
VIBRA PLATE	6/1/2018 - 5/31/2021	Rental Equipment		\$ 7.45	\$ 1,291.68

4" WACKER	6/1/2018 - 5/31/2021	Rental Equipment		\$ 2.52	\$ 436.80
6" WACKER	6/1/2018 - 5/31/2021	Rental Equipment		\$ 2.52	\$ 436.80
12" WACKER	6/1/2018 - 5/31/2021	Rental Equipment		\$ 2.52	\$ 436.80
18" WACKER	6/1/2018 - 5/31/2021	Rental Equipment		\$ 2.52	\$ 436.80
12" DIESEL WACKER	6/1/2018 - 5/31/2021	Rental Equipment		\$ 2.52	\$ 436.80
350P WELDER	6/1/2018 - 5/31/2021	Rental Equipment		\$ 1.81	\$ 313.56

EXHIBIT C INSURANCE REQUIREMENTS

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

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:
 - \$1,000,000 Each Occurrence
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$1,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

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

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated

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

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

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

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

- a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
- b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

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

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

F. EVIDENCE OF COVERAGE

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

G. EVIDENCE OF COMPLIANCE

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

EBIX Inc.

City of Santa Clara [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.

EXHIBIT D
LABOR COMPLIANCE ADDENDUM

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

I. Prevailing Wage Requirements

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov and are on file with the City Clerk's office, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.
2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.
3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov.
4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.
5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 *et seq.*, as well as any additional documentation requested by the City or its designee including, but not limited to: certified

payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.
7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.
9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.
10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.
11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

J. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is

practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

K. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.
2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.
3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violation identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.



Agenda Report

19-1232

Agenda Date: 11/5/2019

REPORT TO COUNCIL/STADIUM AUTHORITY/BAYSHORE NORTH PROJECT ENHANCEMENT AUTHORITY/SUCCESSOR AGENCY TO THE CITY OF SANTA CLARA REDEVELOPMENT AGENCY

SUBJECT

Approval of Fifth Amendment to Joint Exercise of Powers Agreement; Resolution declaring the necessity of board approval prior to entering into Stadium Authority contracts

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 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.

On March 26, 2019, the Fourth Amendment to the JPA Agreement was executed to amend Section 3.2 designating the Assistant City Clerk as the Secretary of the Stadium Authority.

On October 8, the City Council acting as the Stadium Authority Board enacted Ordinance No. 2005 Amending Sections 17.30.080 ("Best Value Selection Procedures"), 17.30.090 ("Formal Bidding Procedure"), And 17.30.120 ("Service Contracts-Signature Authority") Of Title 17 ("Development") Of "The Code Of The City Of Santa Clara, California" to eliminate the authority of Executive Director to enter into Stadium Authority contracts without prior Board approval.

The Joint Powers Agreement that formed the Stadium Authority contained provisions that also recited certain expenditure and contract signing authority that would be inconsistent with the recently enacted ordinance.

DISCUSSION

In order to align the JPA with the recent change in delegated authority, staff proposes that the provisions of the JPA regarding expenditure and contract signing authority be amended to eliminate the authority of Executive Director to enter into Stadium Authority contracts without prior Board approval.

Additionally, staff is recommending adoption of the attached Resolution to put the public on notice that all Stadium Authority contracts must be approved by the Stadium Authority Board prior to execution by the Stadium Manager.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

FISCAL IMPACT

There is no fiscal impact other than administrative expense.

COORDINATION

This report has been coordinated with the Stadium Authority Executive Director.

PUBLIC CONTACT

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

RECOMMENDATION

1. Approve the Fifth Amendment to Joint Exercise of Powers Agreement to eliminate the authority of Executive Director to enter into Stadium Authority contracts without prior Board approval; and
2. Adopt Resolution declaring the necessity of Stadium Authority Board approval prior to entering into Stadium Authority contracts.

Reviewed by: Brian Doyle, City Attorney/Stadium Authority Counsel/Authority Counsel

Approved by: Deanna J. Santana, City Manager/Executive Director

ATTACHMENTS

1. Fifth Amendment to Joint Powers Agreement
2. Resolution declaring the necessity of Stadium Authority Board approval prior to entering into Stadium Authority contracts

FIFTH AMENDMENT TO
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

AND

BAYSHORE NORTH PROJECT ENHANCEMENT AUTHORITY

**FIFTH AMENDMENT TO THE
JOINT EXERCISE OF POWERS AGREEMENT
FOR THE
SANTA CLARA STADIUM AUTHORITY**

This Fifth Amendment to the Joint Exercise of Powers Agreement ("Fifth Amendment") is entered into as of November 5, 2019, by and among the City of Santa Clara, a charter city ("City"), the Redevelopment Agency of the City of Santa Clara, a public body corporate and politic ("Agency"), and the Bayshore North Project Enhancement Authority, a public authority ("BNPEA") with reference to the following:

RECITALS

- A. 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.
- B. On November 13, 2012, the Second Amendment to the JPA Agreement was executed to reflect the dissolution of the Former RDA by adding the Bayshore North Project Enhancement Authority as a party to the Joint Exercise of Powers Agreement and to clarify implementation of the Stadium Authority procurement policies and procedures.
- C. 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.
- D. On March 26, 2019, the Fourth Amendment to the JPA Agreement was executed to amend Section 3.2 designating the Assistant City Clerk as the Secretary of the Stadium Authority.
- E. On October 8, the City Council acting as the Stadium Authority Board enacted Ordinance No. 2005 Amending Sections 17.30.080 ("Best Value Selection Procedures"), 17.30.090 ("Formal Bidding Procedure"), And 17.30.120 ("Service Contracts-Signature Authority") Of Title 17 ("Development") Of "The Code Of The City Of Santa Clara, California" to eliminate the authority of Executive Director to enter into Stadium Authority contracts without prior Board approval.
- F. The City and the Agency desire to amend the Original Agreement to make it consistent with Ordinance No. 2005.

AGREEMENT PROVISIONS

1. AMENDMENT PROVISIONS

Section 3.10 (f) of the Agreement is amended to read as follows:

(f) to authorize expenditures within the designations and limitations of the approved Budget as authorized or limited by the Stadium Authority Board.

Section 3.10 (g) of the Agreement is amended to read as follows:

(g) to execute contracts that have been approved and authorized by the Stadium Authority Board.

Section 3.10 (h) of the Agreement is amended to read as follows:

(h) Reserved.

2. TERMS

All other terms of the Original Agreement as previously amended which are not in conflict with the provisions of this Fifth Amendment shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement as previously amended and this Fifth Amendment, the provisions of this Fifth Amendment shall control.

ATTEST:

CITY OF SANTA CLARA

City Clerk

By: _____

Name: _____

APPROVED AS TO FORM:

Title: _____

City Attorney

ATTEST:

REDEVELOPMENT AGENCY OF THE
CITY OF SANTA CLARA

Secretary

By: _____

APPROVED AS TO FORM:

Name: _____

Agency Counsel

Title: _____

ATTEST:

BAYSHORE NORTH PROJECT
ENHANCEMENT AUTHORITY

Secretary

By: _____

APPROVED AS TO FORM

Name: _____

Authority Counsel

Title: _____

RESOLUTION NO. _____ (STADIUM AUTHORITY)

**A RESOLUTION OF THE SANTA CLARA STADIUM
AUTHORITY MAKING A PUBLIC DECLARATION THAT NO
STADIUM AUTHORITY CONTRACT FOR GOODS OR
SERVICES IS VALID WITHOUT PRIOR STADIUM AUTHORITY
BOARD APPROVAL**

BE IT RESOLVED BY THE SANTA CLARA STADIUM AUTHORITY AS FOLLOWS:

WHEREAS, on October 8, 2019 the Stadium Authority Board acting concurrently as the City Council adopted Ordinance No. 2005 to amend Chapter 17.30 of the Santa Clara City Code to eliminate the Stadium Authority Director's authority to enter into contracts for goods and services for the Stadium Authority without prior Stadium Authority Board approval;

WHEREAS, Ordinance No. 2005 will become effective on November 7, 2019; and,

WHEREAS, on November 5, 2019, the Fifth Amendment to the Joint Powers Agreement was approved in order to bring its provisions into consistency with the provisions of Ordinance No. 2005.

**NOW THEREFORE, BE IT FURTHER RESOLVED BY THE SANTA CLARA STADIUM
AUTHORITY AS FOLLOWS:**

1. ALL PERSONS PLEASE TAKE NOTICE that no contract for the purchase of goods or services for the Santa Clara Stadium Authority shall be considered a valid contract unless it has been approved by the Stadium Authority Board at a public meeting prior to its execution the Stadium Authority Executive Director or the Director's delegee.

2. Effective date. This resolution shall become effective on November 7, 2019.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE SANTA CLARA STADIUM AUTHORITY, 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: _____

NORA PIMENTEL, MMC
SECRETARY OF THE STADIUM AUTHORITY
SANTA CLARA STADIUM AUTHORITY



Agenda Report

19-1258

Agenda Date: 11/5/2019

REPORT TO COUNCIL

SUBJECT

Action on a Resolution Approving Application(s) for “Per Capita” Grant Funds from the California State Department of Parks and Recreation

BACKGROUND

The State of California Department of Parks and Recreation has statewide grant funds available for local governments to rehabilitate, create and improve local parks on a per capita basis. This grant program originates from Proposition 68 (the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018), approved by state voters in June 2018. The funds are available to rehabilitate existing infrastructure and to address deficiencies in neighborhoods lacking access to the outdoors.

In March 2019, the State of California published the Procedural Guide for the Per Capita Program. Sixty percent of the funds are allocated to local governments based on population with a minimum allocation of \$200,000. While as of this report date, the State has not released notification of funding allocations, in order to be eligible, the City must approve an authorizing resolution (Attachment 1) and submit it to the State no later than November 2019. Projects must be for recreational purposes, either acquisition or development, and grantees are encouraged to partner with other grantees on projects. The Per Capita grant funds must be used to supplement existing expenditures, not replace them; a 20% local match is also required. The grant application is due by January 31, 2020. The Projects must be completed by December 2021.

One of the City Council adopted pillars is to “enhance community sports and recreational assets.” Since then, the City of Santa Clara has prioritized rehabilitation of parks and recreation facilities that are inclusionary, environmentally sustainable, age-friendly, and provide measurably increased play value. In 2018, the City completed a Facility Condition Assessment (Kitchell Report) that provided an inventory of existing parks and playgrounds that need rehabilitation. The Parks & Recreation Commission as part of their goals for FY2018/19 reviewed existing park infrastructure conditions, informed the community about parks and recreation rehabilitation and future funding needs, and identified potential new funding sources.

On August 20, 2019 the Santa Clara Parks and Recreation Commission (RTC #19-518) recommended a “top ten” list of potential park playground and/or rehabilitation projects for future consideration as Capital Improvement Program projects given age, condition and funding limitations. These projects would be an appropriate use of the State Per Capita Grant funds.

DISCUSSION

The City has several playground rehabilitation Projects (Project) which would meet the eligibility and completion guidelines for the State grant. The Per Capita Grant program requires that the City

Council adopt a Resolution in the form attached and return it to the State in order to submit a project application. The Resolution serves two primary purposes:

1. It confirms that the City has the funding to complete, operate and maintain the Project to be proposed in the application.
2. It authorizes the City Manager to take all actions and execute all documents necessary to implement the Project proposed for grant funding.

Adoption of the Resolution (Attachment 1) will authorize the City Manager to submit an application for the Proposition 68 Per Capita Grant and authorize the City Manager to administer the Grant, that if awarded, will provide the City with a minimum of \$200,000 for outreach, design, engineering, construction, purchase of playground equipment, and administration for one or more of the City's eligible Project(s). However, based on recent experience and construction bids, a playground Project scope may cost in the amount of \$750,000 to provide new, accessible playground for ages 2-5 and 6-12 that include all elements of play (swinging, climbing, brachiating, sliding, balancing, spinning, and free play) at the beginner, intermediate, and advanced levels of play that will meet the City's inclusive, age friendly, sustainable playground design standards. Therefore, the Resolution also authorizes the City Manager to identify additional funding necessary for the local grant match (a 20% match of \$200,000 is \$40,000) and any additional Project funds needed to complete the Project(s).

If awarded, staff will return to Council with the necessary budget appropriation actions to recognize the grant, specify which Project(s) on which the funds would be used, and appropriate additional funds from potential sources such as Quimby fees, grants and/or community donations.

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

During the grant application process the California Department of Parks and Recreation Office of Grants and Local Services will indicate how much funding has been allocated to the City. The Project would require a 20% local match. It is estimated that the State Grant, if awarded, will provide the City with \$200,000 towards a park playground rehabilitation and require a match of \$40,000 and result in funding a \$240,000 project. However, based on recent playground rehabilitation project costs, approximately \$750,000 would be needed to complete a playground Project. The City has several partially funded Projects in the FY2019/20 Capital Improvement Program Budget that would qualify for and be an appropriate Project and match for the grant funds. If awarded, staff will return to Council with the necessary budget appropriation actions to recognize the grant, specify which Project(s) on which the funds would be used, and appropriate additional funds from potential sources such as Quimby fees, grants and/or community donations as needed to complete the Project(s).

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

RECOMMENDATION

Adopt a Resolution authorizing the City Manager and/or designee to submit the City's Application and Administer Per Capita grant funds.

Reviewed by: James Teixeira, Director of Parks & Recreation

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Proposition 68 Per Capita Grant Resolution
2. Proposition 68 Per Capita Grant Procedural Guide

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA
APPROVING AN APPLICATION FOR STATE OF CALIFORNIA PER
CAPITA GRANT FUNDS**

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s); and,

WHEREAS, said procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and,

WHEREAS, the grantee will enter into a contract with the State of California to complete project(s);

**NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS
FOLLOWS:**

The City of Santa Clara

1. Approves the filing of project application(s) for Per Capita program grant project(s); and
2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and
3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s), and
4. Certifies that all projects proposed will be consistent with the park and recreation element of the City of Santa Clara General Plan or recreation plan (PRC §80063(a)), and
5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)), and
6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code, and

7. (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the “Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters,” dated January 12, 2017, the City of Santa Clara will consider a range of actions that include, but are not limited to, the following:
 - (A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.
 - (B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.
 - (C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.
 - (D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.
 - (E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.
 - (F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.
 - (G) Identifying possible staff liaisons to diverse populations.
8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)).
9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient’s annual expenditures. (PRC §80062(d)).
10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and
11. Delegates the authority to the City Manager, or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and

12. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

13. 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. Per Capita Program Procedural Guide

**Procedural Guide
for the**

**California Drought, Water, Parks, Climate, Coastal Protection,
and Outdoor Access for All Act of 2018**

PER CAPITA PROGRAM

March 2019 Draft



**State of California
The Natural Resources Agency
Department of Parks and Recreation
Office of Grants and Local Services (OGALS)**

"Creating Community through People, Parks, and Programs"

Send Application and correspondence to:

Street Address for Overnight Mail:

**Calif. Dept. of Parks and Recreation
Office of Grants and Local Services
1416 Ninth Street, Room 918
Sacramento, CA 95814**

Mailing Address:

**Calif. Dept. of Parks and Recreation
Office of Grants and Local Services
P.O. Box 942896
Sacramento, CA 94296-0001**

Phone: (916) 653-7423

Website: www.parks.ca.gov/grants

2018-2019 California State Budget, Chapter 29

Budget Item 3790-101-6088 (b) - \$185,000,000 shall be available for the Local Park Rehabilitation, Creation in Urban Areas Program, consistent with subdivision (a) of Section 80061 of the Public Resources Code.

**STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION**



Department Mission

The mission of the California Department of Parks and Recreation is to provide for the health, inspiration, and education of the people of California by helping to preserve the state's extraordinary biological diversity, protecting its most valued natural and cultural resources, and creating opportunities for high-quality outdoor recreation.

Community Engagement Division Mission

The mission of the Community Engagement Division is to encourage healthy communities by connecting people to parks, supporting innovative recreational opportunities, embracing diversity, fostering inclusivity, and delivering superior customer service, with integrity for the enrichment of all.

The Office of Grants and Local Services Mission

The mission of the Office of Grants and Local Services is to address California's diverse recreational, cultural and historical resource needs by developing grant programs, administering funds, offering technical assistance, building partnerships and providing leadership through quality customer service.

OGALS VISION GOALS

To Be:

- A leader among park and recreation professionals.
- Proactive in anticipating public park and recreation needs and how new legislation and grant programs could best meet these needs.
- Honest, knowledgeable and experienced grant administration facilitators.
- Sensitive to local concerns while mindful of prevailing laws, rules and regulations.
- Perceptive to opportunities for partnerships, growth and renewal where few existed before.
- Committed to providing quality customer service in every interaction and transaction.
- Responsive to the needs of applicants, grantees, nonprofit organizations, local governments, legislative members, and department employees.

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Words and terms shown in SMALL CAPS are found in the definitions section.

Per Capita Program Description

Background

This program originates from Proposition 68, placed on the ballot via Senate Bill 5 (DeLeon, Chapter 852, statutes of 2017), and approved by voters on June 5, 2018. Funds for the program were appropriated via State Budget item 3790-101-6088(b). Legislative program information is found in the Public Resources Code (PRC) beginning at §80000 (see page 50).

General Per Capita Program: \$185,000,000

Funds are available for local park rehabilitation, creation, and improvement grants to local governments on a per capita basis. Grant recipients are encouraged to utilize awards to rehabilitate existing infrastructure and to address deficiencies in neighborhoods lacking access to the outdoors (PRC §80061(a)).

Urban County Per Capita: \$13,875,000

Additional funds are available for Per Capita grants to cities and districts in urbanized counties (*a county with a population of 500,000 or more*) providing park and recreation services within jurisdictions of 200,000 or less in population. An entity eligible to receive funds under this subdivision shall also be eligible to receive funds available under the General Per Capita Program (PRC §80061(b)).

Eligible Recipients (PRC §80062)

Sixty percent (60%) of the General Per Capita funds are allocated to the following entities based on population. The minimum allocation is \$200,000.

- Cities
- Eligible Districts, other than a regional park district, regional park and open-space districts, and regional open-space districts¹

Forty percent (40%) of the General Per Capita funds are allocated to the following entities based on population. The minimum allocation is \$400,000.

- Counties
- Regional park districts, regional park and open space districts, and regional open space districts

Allocations

Specific entities eligible for funding and their allocations can be found beginning on page 53.

¹ For purposes of this chapter, “district” means any regional park district, regional park and open-space district, or regional open-space district formed pursuant to Article 3 (commencing with §5500) of Chapter 3 of Division 5, any recreation and park district formed pursuant to Chapter 4 (commencing with §5780) of Division 5, or any authority formed pursuant to Division 26 (commencing with §35100). With respect to any community or unincorporated region that is not included within a district, and in which no city or county provides parks or recreational areas or facilities, “district” also means any other entity, including, but not limited to, a district operating multiple-use parklands pursuant to Division 20 (commencing with §71000) of the Water Code.

Eligible Projects

- PROJECTS must be for recreational purposes, either acquisition or DEVELOPMENT. Do not submit combined acquisition and development projects.
- Up to 5% of the allocation may be used for a COMMUNITY ACCESS PROJECT (PRC §80008(c)(1)).
- Multiple PROJECTS may be completed under one contract; each PROJECT requires a separate APPLICATION PACKET.
- A PROJECT can only have one location. One PROJECT that serves several parks is not permitted.
- GRANTEES are encouraged to partner with other GRANTEES on PROJECTS (PRC §80063(b)). See page 53 for information on allocation transfers.

Match

PROJECTS not serving a “severely disadvantaged community” (median household income less than 60% of the statewide average) require a 20% match (see page 12) (PRC §80061(c)).

No Supplanting

GRANTEES must use Per Capita grant funds to supplement existing expenditures, rather than replace them (PRC §80062(d)). For example, a GRANTEE has a budget for recreational capital expenditures of \$500,000 per year, and is receiving a \$200,000 allocation under the Per Capita program. The budget cannot be reduced to \$300,000, with the Per Capita funds making up the difference.

Similarly, if a PROJECT has been approved by the governing body, and a funding source has been identified, Per Capita funds cannot be swapped in as a new funding source unless the prior funding source is applied to another recreational capital project.

GRANTEES should keep all documents indicating intent to use Per Capita grant funds for PROJECTS.

Grant Process

GRANT PERFORMANCE PERIOD: July 1, 2018 – June 30, 2022

1. **Resolution** (submit no later than November 1, 2019): GRANTEE passes one resolution approving the filing of *all* applications associated with the contract, and forwards a copy to OGALS.
2. **APPLICATION PACKET(s)** (submit no later than January 31, 2020): The GRANTEE defines the PROJECT SCOPE(s) and amount of grant funds needed for each PROJECT. As PROJECTS are identified, the GRANTEE submits individual APPLICATION PACKET(s) to OGALS. OGALS reviews each APPLICATION PACKET and sends a letter of approval to the GRANTEE or requests additional information.
3. **Contract** (sign and submit no later than March 31, 2020): OGALS will forward a contract to the GRANTEE once a PROJECT APPLICATION PACKET has been approved. OGALS will encumber the total amount of approved applications. As GRANTEE submits additional APPLICATION PACKETS, OGALS will amend the contract to reflect the total PROJECT amount for all approved APPLICATION PACKETS, up to the allocation amount.

- a. The contract section, beginning on page 41, includes a sample contract.
 - b. The GRANTEE must return the contract signed by the AUTHORIZED REPRESENTATIVE to OGALS no later than March 31, 2020.
 - c. OGALS returns a copy of the fully executed contract to the GRANTEE.
4. **Payments and end of GRANT PERFORMANCE PERIOD:** GRANTEE requests payments for ELIGIBLE COSTS. The grant payments section, beginning on page 33, provides payment request instructions and forms.
- a. The GRANTEE may request payments after each PROJECT is approved by OGALS.
 - b. The GRANTEE completes PROJECT SCOPE(s) no later than December 31, 2021.
 - c. The GRANTEE sends PROJECT COMPLETION PACKET(s) to OGALS no later than March 31, 2022.
 - d. OGALS processes the final payment request after each PROJECT is complete as documented by the GRANTEE in the PROJECT COMPLETION PACKET, and as verified by OGALS by conducting a site inspection.
5. **Accounting and Audit:** DPR's Audits Office may conduct an audit. The GRANTEE is required to retain all PROJECT records for five years following issuance of the final GRANT payment or PROJECT termination, whichever is later. The Accounting and Audit Section, beginning on page 48, provides directions and an Audit Checklist for DPR audit and accounting requirements.

Authorizing Resolution

GRANTEE passes *one* resolution approving the filing of *all* applications associated with the contract, and forwards a copy to OGALS.

The Authorizing Resolution on the following page may be reformatted; however, the *language provided in the resolution must remain unchanged*.

The Authorizing Resolution serves two purposes:

1. It is the means by which the GRANTEE's Governing Body agrees to the terms of the contract; it provides confirmation that the GRANTEE has the funding to complete, operate and maintain PROJECTS associated with the contract.
2. Designates a position title to represent the Governing Body on all matters regarding PROJECTS associated with the contract. The incumbent in this position is referred to as the AUTHORIZED REPRESENTATIVE.

Resolution items 4, 5, 7, 8 and 9 are all required by Proposition 68.

Complete the highlighted areas of the Authorizing Resolution. The AUTHORIZED REPRESENTATIVE can delegate signatory authority to other individuals (by position title) either in entirety or for particular documents. This may be included in item 11 of the resolution, or the AUTHORIZED REPRESENTATIVE may submit a letter (on letterhead) or email to OGALS delegating authority.

Resolution Form

Resolution No: _____

RESOLUTION OF THE (Title of Governing Body/City Council, Board of Supervisors) OF (City, County, or District) APPROVING APPLICATION(S) FOR PER CAPITA GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS, the grantee will enter into a contract with the State of California to complete project(s);

NOW, THEREFORE, BE IT RESOLVED that the (grantee's governing body) hereby:

1. Approves the filing of project application(s) for Per Capita program grant project(s); and
2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and
3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s), and
4. Certifies that all projects proposed will be consistent with the park and recreation element of the [city/county/district's] general or recreation plan (PRC §80063(a)), and
5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)), and
6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code, and
7. (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the "Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the [city/county/district] will consider a range of actions that include, but are not limited to, the following:
 - (A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.
 - (B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.

(C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.

(D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.

(E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.

(F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.

(G) Identifying possible staff liaisons to diverse populations.

8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)).
9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. (PRC §80062(d)).
10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and
11. Delegates the authority to the (designated position, not name of person occupying position), or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and
12. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Approved and adopted the ____ day of _____, 20____.

I, the undersigned, hereby certify that the foregoing Resolution Number ____ was duly adopted by the (grantee's governing body) following a roll call vote:

Ayes: _____
Noes: _____
Absent: _____

(Clerk)

Application Section

- GRANTEE may submit multiple APPLICATION PACKETS.
- Separate APPLICATION PACKETS are required for each PROJECT site.
- Provide all APPLICATION PACKET items in the order shown in the following checklist.
- Submitted documents need not contain “wet” signatures; but the GRANTEE must keep all original signed documents.
- If submitting hard copies, number all pages of the APPLICATION PACKET.
- GRANTEES are encouraged to submit documents digitally, as .pdf files. E-mail each APPLICATION PACKET item to the PROJECT OFFICER as a separate digital file, labeled as the application item.

OGALS will send a contract to the GRANTEE once a PROJECT APPLICATION PACKET has been approved. OGALS will encumber the total amount of approved applications. As GRANTEE submits additional applications, OGALS will amend the contract to reflect the total PROJECT amount for all approved applications, up to the allocation amount.

Any costs incurred prior to finalizing the contract are at the GRANTEE’S own risk.



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Application Packet Checklist

GRANTEES must complete the checklist below and submit it with the APPLICATION PACKET.
An APPLICATION PACKET is not complete unless all items on the checklist are submitted.
Each PROJECT requires its own APPLICATION PACKET.

Check if included	Check if not applicable	Application Item	Procedural Guide Page #	Check when signed by AUTHORIZED REPRESENTATIVE	Application Packet Page #
<input type="checkbox"/>		Application Packet Checklist	Pg. 10		Pg._____
<input type="checkbox"/>		Application	Pg. 11	<input type="checkbox"/>	Pg._____
<input type="checkbox"/>	<input type="checkbox"/>	Development Project Scope/Cost Estimate, <i>or</i>	Pg. 19	<input type="checkbox"/>	Pg._____
<input type="checkbox"/>	<input type="checkbox"/>	Community Access Project Scope/Cost Estimate, <i>or</i>	Pg. 20	<input type="checkbox"/>	Pg._____
<input type="checkbox"/>	<input type="checkbox"/>	Acquisition Requirements	Pg. 13	<input type="checkbox"/>	Pg._____
<input type="checkbox"/>		Funding Sources Form	Pg. 21	<input type="checkbox"/>	Pg._____
<input type="checkbox"/>		Per Capita Match Calculator	Pg. 12	<input type="checkbox"/>	Pg._____
<input type="checkbox"/>	<input type="checkbox"/>	CEQA Compliance Certification	Pg. 22	<input type="checkbox"/>	Pg._____
<input type="checkbox"/>	<input type="checkbox"/>	Land Tenure documentation	Pg. 23		Pg._____
<input type="checkbox"/>	<input type="checkbox"/>	Sub-Leases or Agreements	Pg. 25		Pg._____
<input type="checkbox"/>	<input type="checkbox"/>	Site Plan	Pg. 25		Pg._____
<input type="checkbox"/>	<input type="checkbox"/>	GHG Emissions Reduction Worksheet	Pg. 25		Pg._____



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Per Capita Project Application Form

PROJECT NAME	REQUESTED GRANT AMOUNT
	\$ _____
PROJECT SITE NAME and PHYSICAL ADDRESS where PROJECT is located (including zip code)	MATCH AMOUNT (if project is not serving a severely disadvantaged community)
	\$ _____
PROJECT SITE NAME and PHYSICAL ADDRESS where PROJECT is located (including zip code)	LAND TENURE (<input checked="" type="checkbox"/> all that apply) (not required for COMMUNITY ACCESS PROJECTS)
	<input type="checkbox"/> Owned in fee simple by GRANTEE <input type="checkbox"/> Available (or will be available) under a _____ year lease or easement
NEAREST CROSS STREET	
(Check one) Project is for Acquisition <input type="checkbox"/> Development <input type="checkbox"/> Community Access <input type="checkbox"/>	
COUNTY OF PROJECT LOCATION	
GRANTEE NAME AND MAILING ADDRESS	
AUTHORIZED REPRESENTATIVE AS SHOWN IN RESOLUTION	
Name (typed or printed) and Title _____ Email address _____ Phone _____	
GRANT CONTACT - For administration of grant (if different from AUTHORIZED REPRESENTATIVE)	
Name (typed or printed) and Title _____ Email address _____ Phone _____	
GRANT SCOPE: I represent and warrant that this APPLICATION PACKET describes the intended use of the requested GRANT to complete the items listed in the attached Grant Scope/Cost Estimate Form or acquisition documentation. I declare under penalty of perjury, under the laws of the State of California, that the information contained in this APPLICATION PACKET, including required attachments, is accurate.	
Signature of AUTHORIZED REPRESENTATIVE as shown in Resolution _____ Date _____	
Print Name _____	
Title _____	

Per Capita Match

PROJECTS that do not serve severely disadvantaged communities (median household income less than 60% of the statewide average) must include 20% match from the GRANTEE (PRC §80061(c)).

Costs incurred to provide match must be eligible costs.

Visit the website parksforcalifornia.org/percapita and follow the instructions; submit the report with the APPLICATION PACKET.

Eligible match sources

- Federal funds
- Local funds
- Private funds
- IN-HOUSE EMPLOYEE SERVICES
- Volunteer labor

Ineligible match source

- State funds

Acquisition Projects

Acquisition Requirements

1. Purchase price cannot exceed the appraised value, even if the GRANTEE is willing to pay the difference.
2. Land cannot be acquired through eminent domain.
3. Associated acquisition costs, such as appraisals, escrow fees, title insurance, etc., combined must be less than 25% of the PROJECT costs.
4. A deed restriction must be recorded on the property after the acquisition is complete.
5. Land must be open to the public for recreational purposes within three years from the date the final payment is issued by the State Controller's Office (SCO).²
6. GRANTEE must provide Title Insurance.
7. PROJECTS must be consistent with the park and recreation element of the [city/county/district's] general or recreation plan (PRC §80063(b)).
8. Per Capita funds must be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)).

Acquisition Grant Scope/Cost Estimate

Provide the following information on a document signed by the AUTHORIZED REPRESENTATIVE:

- A brief description, for example, "Acquisition of approximately (enter total acreage to be acquired) for the development of ____ park by (enter date no later than three years from the date final payment is issued by the SCO)."
- Estimated total costs for land and relocation
- Estimated total costs other than the purchase price and relocation costs, such as appraisals, escrow fees, title insurance fees, deed restriction recordation costs

Acquisition Documentation

For each parcel to be acquired, submit the following documents:

1. An appraisal conducted within the last twelve months
2. A separate letter from an independent third party, AG rated appraiser certified by the California Office of Real Estate Appraisers stating the appraisal was reviewed, and was completed using acceptable methods
3. County Assessor's parcel map, showing parcel number and parcel to be acquired
4. Estimated value of each parcel to be acquired with a description of how that value was determined (such as the listed price on MLS, in-house estimation, website evaluation, assessed value)
5. Acreage of each parcel to be acquired
6. A description of any encumbrances that will remain on the property, such as grazing, timber, mineral rights or easements
7. A brief description of the intended recreational use of the land with the estimated date by which the site will be open to the public for recreational purposes

² Grantees will see this date on their project complete letter – "A final payment was issued by the SCO on xx/xx/20xx"

8. A letter from the seller indicating a willingness to enter into negotiations to sell the property, and indicating the seller's understanding that the State cannot participate in acquisitions for more than the appraised value

For easement acquisitions, in addition to the requirements above, provide:

9. A copy of the proposed easement guaranteeing the authority to use the property for the purposes specified in the application.

For relocation costs, in addition to the requirements above, provide:

10. A letter signed by the AUTHORIZED REPRESENTATIVE, listing the relocation costs for each displaced tenant, certifying that the relocation amount does not exceed the maximum allowed pursuant to Government Code §§7260-7277.

Eligible Acquisition Costs

- IN-HOUSE EMPLOYEE SERVICES – see accounting rules for more information (page 48)
- GRANT administration and accounting
- Public meetings/focus groups/design workshop
- Appraisals, escrow fees, surveying, other costs associated with acquisition
- Cost of land

Ineligible Acquisition Costs – Cannot be charged to the grant

- Acquisitions to fulfill any mitigation requirements imposed by law (PRC §80020)
- Land acquired outside state
- Costs incurred outside the grant performance period
- Development costs
- Acquisitions for less than fee title

Development Projects

Development Project Requirements

1. PROJECTS must be consistent with the park and recreation element of the GRANTEE'S general or recreation plan (PRC §80063(b)).
2. Per Capita funds must be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)).
3. Contracted work must comply with the provisions of §1771.5 of the State Labor Code.
4. GRANTEE must have adequate liability insurance, performance bond, or other security necessary to protect the State and GRANTEE'S interest against poor workmanship, fraud, or other potential loss associated with the completion of the PROJECT.
5. PRE-CONSTRUCTION COSTS may not exceed 25% of the PROJECT amount.
6. The primary purpose of any building constructed or improved must be public recreation. Renovating a gymnasium that includes office space for staff is eligible; renovating GRANTEE'S office building is not.
7. PROJECTS must be accessible, including an accessible path of travel to the PROJECT.

Eligible Development Costs

All costs must be incurred within the GRANT PERFORMANCE PERIOD. Costs listed below are examples of eligible costs, and not inclusive. Contact OGALS if you have any questions regarding a PROJECT cost.

Eligible Pre-construction Costs – up to 25% of PROJECT costs; incurred prior to groundbreaking as determined by the GRANTEE

- Public meetings, focus groups, design workshops
- Plans, specifications, construction documents, and cost estimates
- Permits
- CEQA
- Bid preparation and packages
- IN-HOUSE EMPLOYEE SERVICES prior to groundbreaking
- Grant administration and accounting prior to groundbreaking

Eligible Construction Costs – up to 100% of the PROJECT costs; incurred after groundbreaking.

- Construction – necessary labor and construction activities to complete the PROJECT, including site preparation (demolition, clearing and grubbing, excavation, grading), onsite implementation and construction supervision
- Equipment – Equipment use charges (rental and in-house) must be made in accordance with GRANTEE'S normal accounting practices.
- Bond and other signs
- Premiums on hazard and liability insurance to cover personnel or property
- Site preparation
- Purchase and installation of equipment: security cameras, lighting, signs, display boards, sound systems, video equipment, etc.

- Construction management: including site inspections and PROJECT administration
- Miscellaneous: other costs incurred during the construction phase, such as transporting materials, equipment, or personnel, and communications
- Employee services after groundbreaking
- GRANT administration and accounting after groundbreaking

Ineligible Development Costs – Cannot be charged to the grant

- PRE-CONSTRUCTION COSTS that exceed 25% of the PROJECT costs
- Development to fulfill any mitigation requirements imposed by law (PRC §80020)
- All non-capital costs, including interpretive and recreational programming, software and software development
- Construction or improvements to facilities that are not primarily designated for recreational purposes, such as park district offices
- Furniture or equipment not site specific *and* not necessary for the core function of a new facility (non-capital outlay)
- Costs incurred before or after the GRANT PERFORMANCE PERIOD
- Indirect costs – overhead business expenses of the GRANTEE’S fixed or ordinary operating costs (rent, mortgage payments, property taxes, utilities, etc.)
- Food and beverages
- Out-of-state travel
- Repairs – activities performed to a section of a structure that are intended to allow the continued use.
- Maintenance – activities intended to be performed on a regular basis to maintain the expected useful life of a structure.
- Fundraising

Distinguishing capital outlay from maintenance and repair:

- Capital outlay – building something new, or in regards to existing structures, activities intended to boost the condition beyond its original or current state.
- Repairs – activities performed to a section of a structure that are intended to allow the continued use.
- Maintenance – activities intended to be performed on a regular basis to maintain the expected useful life of a structure.

Examples:

Roof – replacing broken shingles is maintenance; fixing a hole is repair; replacing the roof is capital outlay.

Playground – adding additional fall material is maintenance; fixing the chains on a swing set is repair; replacing the play structures is capital outlay.

Windows – repairing the glazing is maintenance; replacing broken panes is repair; replacing the windows is capital outlay.

Community Access Projects

Community Access Project Requirements

1. PROJECTS must be consistent with the park and recreation element of the GRANTEE'S general or recreation plan (PRC §80063(b)).
2. Per Capita funds must be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)).
3. Contracted work must comply with the provisions of §1771.5 of the State Labor Code.
4. GRANTEE must have adequate liability insurance, performance bond, or other security necessary to protect the State and GRANTEE'S interest against poor workmanship, fraud, or other potential loss associated with the completion of the PROJECT.

Eligible Community Access Project Costs

All costs must be incurred within the GRANT PERFORMANCE PERIOD. Costs listed below are examples of eligible costs, and not inclusive. Contact OGALS if you have any questions regarding a PROJECT cost.

- Meetings: public meetings/focus groups, GRANTEE planning sessions
- PROJECT management (excluding grant writing) and accounting
- Non-capital costs, including interpretive and recreational programming, software and software development
- IN-HOUSE EMPLOYEE SERVICES related to PROJECT activities.
- Equipment (the cost of equipment or vehicle(s) currently owned by the grantee): such equipment or vehicle(s) may be charged to the grant for each use. The GRANTEE shall maintain a log that describes the activities conducted and the time that the equipment or vehicle is used, as related to the grant scope, as well as a license number or vehicle identification number.
 - GRANTEE may also rent or purchase the equipment or vehicle(s), whichever is the most economical use of grant funds.
 - Purchased equipment or vehicle(s): residual market value shall be credited to the project costs upon completion.
- Supplies and materials: activity supplies, educational materials, communication materials, etc. Supplies and materials may be drawn from central stock if claimed costs are no higher than those the grantee would pay if purchased elsewhere.
- Miscellaneous costs: other costs incurred, such as transporting materials or personnel.

Ineligible Community Access Project Costs

- Costs incurred before or after the grant performance period
- Indirect costs – overhead business expenses of the grantee's fixed or ordinary operating costs (rent, mortgage payments, property taxes, utilities, etc.)
- Food and beverages
- Out-of-state travel
- Capital outlay expenditures
- Costs associated with master plans

- Repairs and maintenance by IN-HOUSE EMPLOYEE SERVICES
- Fundraising

Accounting Rules for In-House Employee Services

GRANTEES must follow these accounting practices for services performed by its employees to be eligible for reimbursement:

- Maintain time and attendance records as charges are incurred, identifying the employee through a name or other tracking system, and that employee's actual time spent on the PROJECT.
- Time estimates, including percentages, for work performed on the PROJECT are not acceptable.
- Time sheets that do not identify the specific employee's time spent on the PROJECT are not acceptable.
- Costs of the salaries and wages must be calculated according to the GRANTEE'S wage and salary scales, and may include benefit costs such as vacation, health insurance, pension contributions and workers' compensation.
- Overtime costs may be allowed under the GRANTEE'S established policy, provided that the regular work time was devoted to the same PROJECT.
- May not include overhead or cost allocation. These are the costs generally associated with supporting an employee, such as rent, personnel support, IT, utilities, etc.



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Development Project Scope/Cost Estimate Form

GRANTEE: _____ Project Name: _____

Development project scope (Describe the PROJECT in 30 words or less):			
Project Scope Items - <input checked="" type="checkbox"/> all that apply:			
Install new	Renovate existing	Replace existing	Recreation Element
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pool, aquatic center, splash pad
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trails or walking paths
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Landscaping or irrigation
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Group picnic, outdoor classrooms, other gathering spaces
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Play equipment, outdoor fitness equipment
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sports fields, sports courts, court lighting
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Community center, gym, other indoor facilities
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Restroom, concession stand
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other: _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other: _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Minor elements which support one or more of the recreation elements checked above: benches, lighting, parking, signage, etc.
Total estimated cost for construction:			\$
PRE-CONSTRUCTION (costs incurred prior to ground-breaking, such as design, permits, bid packages, CEQA); up to 25% of total project cost.			\$
Total PROJECT cost:			\$
Subtract GRANTEE match if not in severely disadvantaged community (20% of total PROJECT Cost)			\$ -
Total PROJECT amount requested:			\$
The GRANTEE understands that all elements listed on this form must be complete and open to the public before the final grant payment will be made.			
AUTHORIZED REPRESENTATIVE Signature			Date
Print Name and Title			



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Community Access Project Scope/Cost Estimate Form

GRANTEE: _____ Project Name: _____

Project site:	
Project Scope Items - <input checked="" type="checkbox"/> all that apply and provide a brief description:	
<input type="checkbox"/>	Transportation (for recreation programs)
<input type="checkbox"/>	Physical activity programming (sport leagues, dance, exercise, etc.)
<input type="checkbox"/>	Resource interpretation
<input type="checkbox"/>	Multilingual translation
<input type="checkbox"/>	Natural science
<input type="checkbox"/>	Workforce development and career pathways
<input type="checkbox"/>	Education
<input type="checkbox"/>	Communication related to water, parks, climate, coastal protection, and other outdoor pursuits
Total PROJECT cost: \$	
Subtract GRANTEE match if not in severely disadvantaged community (20% of total PROJECT Cost) \$ -	
Total PROJECT amount requested: \$	
The GRANTEE understands that all elements listed on this form must be complete and available to the public before the final grant payment will be made.	
AUTHORIZED REPRESENTATIVE Signature	Date
Print Name and Title	



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Funding Sources Form

GRANTEE: _____ Project Name: _____

PROJECTS funded by the program are not complete until the grant SCOPE is complete.

If Per Capita grant funds will be used as part of the funding for a larger project, GRANTEES can do one of the following:

1. Identify a smaller subset of the larger project that can be completed. That smaller project will be the grant SCOPE.
2. Incorporate the funds from the Per Capita grant into the larger project. The larger project will be the grant SCOPE.

Per Capita funds will / will not (circle one) be used as part of the funding for a larger project.

If Per Capita grant funds will be used as part of the funding for a larger project, briefly describe the scope of that larger project:

The total cost of the larger project that these grant funds will contribute to is: \$ _____

Anticipated completion date: _____

List all funds that will be used. Submit revised Funding Sources form should funding sources be added or modified.

Funding Source	Date Committed	Amount
Per Capita/State of California	July 1, 2018	\$

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

CEQA Compliance Certification

Not required for COMMUNITY ACCESS PROJECTS

GRANTEE: _____

Project Name: _____

Project Address: _____

Is CEQA complete? ☐ Yes ☐ No Is completing CEQA a project scope item? ☐ Yes ☐ No

What document was filed, or is expected to be filed for this project's CEQA analysis:

Date complete/expected to be completed

- ☐ Notice of Exemption (attach recorded copy if filed) _____
☐ Notice of Determination (attach recorded copy if filed) _____
☐ Other: _____

If CEQA is complete, and a Notice of Exemption or Notice of Determination was not filed, attach a letter from the Lead Agency explaining why, certifying the project has complied with CEQA and noting the date that the project was approved by the Lead Agency.

Lead Agency Contact Information:

Agency Name: _____

Contact Person: _____

Mailing Address: _____

Phone: () _____ Email: _____

Certification:

I hereby certify that the above referenced Lead Agency has complied or will comply with the California Environmental Quality Act (CEQA) and that the project is described in adequate and sufficient detail to allow the project's construction or acquisition.

I further certify that the CEQA analysis for this project encompasses all aspects of the work to be completed with grant funds.

AUTHORIZED REPRESENTATIVE
(Signature)

Date

AUTHORIZED REPRESENTATIVE
(Printed Name and Title)

FOR OGALS USE ONLY		
CEQA Document	Date Received	PO Initials
<input type="checkbox"/> NOE <input type="checkbox"/> NOD		

Land Tenure

The purpose of the land tenure requirement is to verify that the GRANTEE has sufficient legal rights to the property to fulfill the terms of the contract.

- PROJECT amounts up to \$100,000 require at least 20 years of land tenure at the site to be acquired or developed.
- PROJECT amounts greater than \$100,000 require at least 30 years of land tenure at the site to be acquired or developed.
- The 20 or 30 year land tenure requirement begins on July 1, 2018.
- The GRANTEE remains responsible for fulfillment of the terms of the contract, even if the GRANTEE'S land tenure agreement changes within the contract PERFORMANCE PERIOD.
- **Not applicable to COMMUNITY ACCESS PROJECTS.**

Land Tenure Ownership Documentation

If the GRANTEE owns PROJECT site in fee simple, provide one of the following:

- Deed or deed recordation number, or
- Title report, or
- Tract map or assessor's map with owner's name

Land Tenure Non-Ownership Documentation

If the GRANTEE does not own the PROJECT site in fee simple, provide:

- Land Tenure Agreement Checklist (page 24)
- Signed land tenure agreement

If the grantee does not own the project site in fee simple, and the existing land tenure agreement does not meet the requirements shown in the Land Tenure Checklist, provide

- Land Tenure Agreement Checklist (page 24)
- Signed land tenure agreement
- An explanation as to how the existing land tenure agreement adequately protects the State's interest. OGALS will review and determine if the land tenure is sufficient.

Land Tenure Agreement Checklist

If the GRANTEE does not own the land in fee simple, complete this checklist. Attach a copy of the signed land tenure agreement. Identify the page numbers where the required items can be found in the land tenure agreement and highlight the provisions in the agreement where the information is located. *All items are required.*

GRANTEE: _____ Project Name: _____

<input checked="" type="checkbox"/>	Page	Required Item								
<input type="checkbox"/>		Type of agreement: For example: lease, joint powers agreement, easement, memorandum of understanding, etc. _____								
<input type="checkbox"/>		Parties to the agreement (land owner must be public agency or utility) and date signed: <table border="0"> <tr> <td>Party</td> <td>Date Signed</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> </table>	Party	Date Signed	_____	_____	_____	_____	_____	_____
Party	Date Signed									
_____	_____									
_____	_____									
_____	_____									
<input type="checkbox"/>		Term of the agreement: ____ years								
<input type="checkbox"/>		Agreement end date: _____ <ul style="list-style-type: none"> • Grant amounts up to \$100,000 require at least 20 years of land tenure. • Grant amounts above \$100,000 require at least 30 years of land tenure. • The land tenure requirement begins on July 1, 2018. 								
<input type="checkbox"/>		Renewal option: Must include an option, which can be non-binding, for the GRANTEE to renew the agreement beyond the original 20 or 30 year term.								
<input type="checkbox"/>		Termination clause: Any of the following is acceptable: <ul style="list-style-type: none"> • No termination clause – the agreement is non-revocable. • Termination clause specifies the agreement is revocable only for cause. • The termination clause cannot allow the land owner to revoke the agreement without cause, i.e., at will. 								
<input type="checkbox"/>		Site Control, Roles and Responsibilities should the GRANT be awarded, the agreement: <ul style="list-style-type: none"> • Authorizes the GRANTEE to <i>proceed with the construction</i> PROJECT. The GRANTEE may delegate construction to other entities. • Establishes <i>when the general public can use</i> the PROJECT and gives GRANTEE <i>permission to operate</i> the PROJECT site (such as scheduling recreational programs). The GRANTEE may delegate operational roles to other entities but is bound through the contract provisions to ensure full public access for the duration of the land tenure period. • Identifies which entity will <i>maintain</i> the PROJECT site. The GRANTEE may delegate maintenance to other entities but is bound through the contract provisions to ensure maintenance of the PROJECT site for the duration of the land tenure period. 								

Site Plan

Provide a drawing showing where all the items listed in the PROJECT SCOPE/Cost Estimate Form will be located. To ensure that any building use meets the requirements of the program, include the function and approximate square footage of each room within buildings that are part of the SCOPE, and the approximate total square footage of the buildings. It does not need to be a detailed engineering rendering. **Not required for COMMUNITY ACCESS PROJECT applications.**

Sub-leases or Agreements

Provide a list of all *other* leases, agreements, memoranda of understanding, etc., affecting PROJECT property or its operation and maintenance.

Greenhouse Gas Emissions Reduction and Carbon Sequestration.³

If your PROJECT involves tree planting, follow the instructions below. If your PROJECT does not involve tree planting, check the N/A box for this item on the Application Checklist.

Before getting started, gather the following information about your PROJECT:

- Tree species
- Size of trees at planting
- Information on the distance and direction to the nearest building (if applicable)
- Information on the age and climate control of any nearby buildings (if applicable)
- Information about the tree's growing conditions

Getting started:

1. Navigate to the i-Tree site at <https://planting.itreetools.org> and select the tab for a new project.
2. On the Location map, select your state, county and city, and then click Next.
3. Configure the project parameters⁴:
 - "Electricity emissions factor" enter 285 and select kilograms
 - "Fuel emissions factor" enter 53.1 and select kilograms
 - "Years for the project" is the age of the trees 40 years from when they are planted. So, if the trees will be four years old at the time of planting, enter 44.
 - "Tree mortality" enter 0
4. Tree Planting Configurations
 - Enter the tree groups for the project; create a new group for each new species or for each new location.
 - Species – select the species; add multiple species by creating new groups.
 - DBH – tree diameter four feet above the ground at time of planting.
 - Distance to nearest tree – select from drop down menu

³ PRC §80001(b)(7)

⁴ Project parameters are from the California Air Resources Board's "Quantification Methodology for the California Natural Resources Agency Urban Greening Grant Program."

- Tree is (north, south, east or west) of Building – select the direction the tree is located to the nearest climate controlled building.
- Climate controls – select the type of climate controls the nearby building has installed. If a tree is more than 60 feet away from a climate controlled building, select “none.”
- Condition – select the overall health of the trees at the time of planting.
- Exposure to sunlight – select the amount of sun that reaches the tree, based on its surroundings.
- Number of trees – enter the number of trees that are the same species and the same characteristics (e.g. distance to building, location in respect to building, exposure to sunlight, etc.) If some of these characteristics change, multiple lines of the same species should be input into the tool.

Once all the groups are entered, hit next

5. Print the report in landscape mode, and submit it with your application.

Special Requirements

- Status Reports (page 26)
- Bond Act Sign (page 28)
- Deed Restriction (page 29)

Status Report

OGALS will send a Status Report every six months until receipt of a PROJECT COMPLETION PACKET. Payment requests will not be processed if Status Reports are overdue.

Sample Status Report – Due xx/xx/20xx (30 days from mail date)

Grantee:

Project Number:

Project Name:

Project Scope:

Project Phase: ☐ Pre-Construction/Pre-Acquisition ☐ Acquisition and/or Construction
☐ **Community Access**

When will you submit your next payment request?

For how much?

Estimated date of project completion:

Potential obstacles affecting completion:

Is the PROJECT: On Time? yes/no Within Budget? yes/no Within Scope? yes/no If no, explain:

Describe grant-funded work completed since last status report submitted on (DATE):

Provide photos showing work completed since (DATE)

Describe grant-funded work expected to be completed by (MailDate + 6 mos)

If there have been any changes to the proposed funding for this project, attach a revised Funding Sources Form.

Provide information on payments to be submitted over the next three years:

Between 7/1/18 and 6/30/19	Between 7/1/19 and 12/31/19	Between 1/1/20 and 6/30/20	Between 7/1/20 and 12/30/20	Between 1/1/21 and 6/30/21	Between 7/1/21 and 12/30/21	After 1/1/22
\$	\$	\$	\$	\$	\$	\$

The purpose of this data is to help the State estimate borrowing needs; you will not be held to these estimates.

I represent and warrant that I have full authority to execute this Grant Progress Status Report on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this status report, and any accompanying documents, for the above-mentioned Grant is true and correct to the best of my knowledge.

Authorized Representative*

Title

Date

(*Certification to above information requires a signature by a person authorized in the resolution)

Bond Act Sign

A sign acknowledging the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 as the funding source for the PROJECT must be installed during construction and at completion (PRC §80001(b)(3)). **A sign is not required for COMMUNITY ACCESS PROJECTS.**

Types of Signs

- 1) Construction – An acknowledgment sign is required during construction.
- 2) Post Completion - All grantees are required to post a sign at the PROJECT site upon completion of the project. The sign must be available for the final inspection of the PROJECT and remain in place for a minimum of four (4) years from date of PROJECT completion. There is no minimum or maximum size other than the minimum size for the logo, as long as the sign contains the required wording.

If appropriate, the same sign can be used during construction and completion.

Sign Language

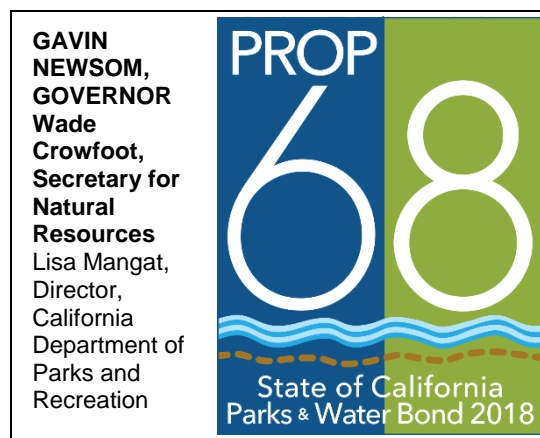
All signs must contain the language shown to the right of this paragraph. Use the names of the current officials. The name of the director of the local agency or other governing body may be added. The sign may also include names (and/or logos) of other partners, organizations, individuals and elected representatives.

Logo

All signs must display the Parks and Water Bond Act logo. The logo is available at

<http://resources.ca.gov/grants/logo-art/>. Display the logo to maximize visibility and durability. Each

edge of the logo must be a minimum of 24" x 24". Exceptions may be approved, when appropriate, at OGALS' discretion.



Sign Construction

All materials used shall be durable and resistant to the elements and graffiti. The California Department of Transportation and DPR standards may be used as a guide for gauge of metal, quality of paints used, mounting specifications, etc.

Sign Cost

The cost of the sign(s) is an eligible PROJECT cost. Permanent signage is encouraged.

Appropriateness of Signs

For projects where the required sign may be out of place or affected by local sign ordinances, OGALS may authorize a sign that is more appropriate to the project.

State Approval

GRANTEE shall submit the proposed number, locations, size, and language of signs for preliminary review. Final payments will not be processed until post completion signage has been approved and installed.

Deed Restriction

The Deed Restriction restricts the title to the property, safeguarding the property for purposes consistent with the GRANT for the duration of the contract PERFORMANCE PERIOD. **A Deed Restriction is not required for COMMUNITY ACCESS PROJECTS.**

If the GRANTEE owns the PROJECT land, a Deed Restriction must be recorded on the title to the property before OGALS will approve any grant payments except an advance into escrow.

A Deed Restriction *is not required* if the GRANTEE does not own the PROJECT land, such as where the GRANTEE is improving property it has access to under a lease agreement.

Deed Restriction Instructions

1. Before filing the Deed Restriction, the GRANTEE must own the PROJECT land, and have an encumbered contract for the GRANT amount.
2. The PROJECT OFFICER will send the Deed Restriction to the GRANTEE. *Do not alter the Deed Restriction.* The GRANTEE takes the following steps:
 1. Add ownership information to **Paragraph I of the Deed Restriction:** [formal name of GRANTEE] *Insert ownership information as it appears on the deed.*
 2. *Create 3 copies (GRANTEE copy, OGALS copy and recorder's copy) of the Deed restriction and the required attachments:*
 - (1) Exhibit A: Label this attachment "Exhibit A (Legal Description of Property)" and include a formal legal description of every parcel of property to which grant funds will be used for the development and/or acquisition thereof. This information can be obtained from the grant deed or title policy. (The assessor's parcel number or a street address is NOT a valid legal description.) and,
 - (2) Exhibit B: Label this attachment "Exhibit B (Grant Contract)" and include a complete copy of the Grant Contract and provisions signed by the AUTHORIZED REPRESENTATIVE and the State of California.
3. *Notarize it:* Take the following documents to a notary. OGALS recommends submitting these documents to the OGALS PROJECT OFFICER for review prior to notarizing.
 - Unsigned and undated Deed Restriction
 - Exhibit A (Legal Description of Property)
 - Exhibit B (Grant Contract)

The AUTHORIZED REPRESENTATIVE dates and signs the Deed Restriction signature page in the presence of a notary. The notary will complete a Notary Acknowledgement (Civil Code §1189).
4. *Record it:* Take the notarized documents bulleted above to the County Recorder's Office of the county in which the property is located. Ask the County Clerk to record the Deed Restriction with Notary Acknowledgement, Exhibit A, and Exhibit B, on the title to the property.
5. *Send it:* Send a copy of the notarized and recorded documents bulleted above to the OGALS PROJECT OFFICER.

RECORDING REQUESTED BY:
California Department of Parks and Recreation
Office of Grants and Local Services

WHEN RECORDED MAIL TO:
Office of Grants and Local Services
PO Box 942896
Sacramento, CA 94296-0001
Attn: [Project Officer]

DEED RESTRICTION

- I. WHEREAS, insert ownership information as it appears on the deed (hereinafter referred to as “Owner(s)” is/are recorded owner(s) of the real property described in Exhibit A, attached and incorporated herein by reference (hereinafter referred to as the “Property”); and
- II. WHEREAS, the California Department of Parks and Recreation (hereinafter referred to as “DPR”) is a public agency created and existing under the authority of section 5001 of the California Public Resources Code (hereinafter referred to as the “PRC”). And
- III. WHEREAS, Owner(s) (or Grantee) received an allocation of grant funds pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program for improvements on the Property; and
- IV. WHEREAS, on (enter date), DPR’s Office of Grants and Local Services conditionally approved Grant [project number], (hereinafter referred to as “Grant”) for improvements on the Property, subject to, among other conditions, recordation of this Deed Restriction on the Property; and
- V. WHEREAS, but for the imposition of the Deed Restriction condition of the Grant, the Grant would not be consistent with the public purposes of the Per Capita Program and the funds that are the subject of the Grant could therefore not have been allocated; and

VI. WHEREAS, Owner(s) has/have elected to comply with the Deed Restriction of the Grant, so as to enable Owner(s), to receive the Grant funds and perform the work described in the Grant;

NOW, THEREFORE, in consideration of the issuance of the Grant funds by DPR, the undersigned Owner(s) for himself/herself/themselves and for his/her/their heirs, assigns, and successors-in-interest, hereby irrevocably covenant(s) with DPR that the condition of the grant (set forth at paragraph(s) 1 through 5 and in Exhibit B hereto) shall at all times on and after the date on which this Deed Restriction is recorded constitute for all purposes covenants, conditions and restrictions on the use and enjoyment of the Property that are hereby attached to the deed to the Property as fully effective components thereof.

1. DURATION. This Deed Restriction shall remain in full force and effect and shall bind Owner(s) and all his/her/their assigns or successors-in-interest for the period running from July 1, 20xx to June 30, 20xx (20 years) or June 30, 20xx (30 years).

2. TAXES AND ASSESMENTS. It is intended that this Deed Restriction is irrevocable and shall constitute an enforceable restriction within the meaning of a) Article XIII, section 8, of the California Constitution; and b) section 402.I of the California Revenue and Taxation Code or successor statute. Furthermore, this Deed Restriction shall be deemed to constitute a servitude upon and burden to the Property within the meaning of section 3712(d) of the California Revenue and Taxation Code, or successor statute, which survives a sale of tax-deeded property.

3. RIGHT OF ENTRY. DPR or its agent or employees may enter onto the Property at times reasonably acceptable to Owner(s) to ascertain whether the use restrictions set forth above are being observed.

4. REMEDIES. Any act, conveyance, contract, or authorization by Owner(s) whether written or oral which uses or would cause to be used or would permit use of the Property contrary to the terms of this Deed Restriction will be deemed a violation and a breach hereof. DPR may pursue any and all available legal and/or equitable remedies to enforce the terms and conditions of this Deed Restriction up to and including a lien sale of the property. In the event of a breach, any forbearance on the part of DPR to

enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding such breach, or any subsequent breach.

5. SEVERABILITY. If any provision of these restrictions is held to be invalid, or for any reason becomes unenforceable, no other provision shall be affected or impaired.

Dated: _____, 20 ____

Business Name (if property is owned by a business):

Signed: _____
Authorized Representative

Signed: _____
Additional signature, as required

Print/Type Name & Title of Above

Print/Type Name & Title of Above

Grant Payment Section

Payments may be requested after a PROJECT is approved and the contract is encumbered. Payment requests are processed through the State Controller's Office and mailed to the GRANTEE approximately six to eight weeks from the date OGALS approves the request.

Payment Requirements

1. Payment requests prior to groundbreaking are limited to 25% of the PROJECT amount.
2. Payments before the final payment may not exceed 80% of the PROJECT amount. 20% of the PROJECT amount is retained for the final reimbursement.
3. A deed restriction is required prior to processing any reimbursements **except COMMUNITY ACCESS PROJECTS** and an acquisition ADVANCE.
4. Group costs together to avoid frequent payment requests. Reimbursement requests greater than \$10,000 are encouraged.
5. For PROJECTS where match is required, GRANTEES must show eligible costs equal to 125% of the requested reimbursement amount.
6. CEQA must be complete prior to requesting any construction reimbursement.
7. **Provide a sample timesheet with the first IN-HOUSE EMPLOYEE SERVICES reimbursement.**
8. **A summary list of bidders, recommendation by reviewer of bidders, awarding by governing body and contract agreement must be provided to the PROJECT OFFICER prior to requesting a reimbursement related to that contract.**
9. Provide construction progress photos, including a photo with the construction sign visible on the PROJECT site (see page 28), with all construction payment requests.
10. Payment may be withheld by OGALS if the GRANTEE has outstanding issues, for example: breach of any other contract with OGALS, an unresolved audit exception, outstanding conversion, or having other park sites closed or inadequately maintained.

Payment Request Form Instructions

- All payment request types (reimbursement, final, ADVANCE) require this form.
- Payment requests may be submitted by e-mail to the PROJECT OFFICER.
- Round all amounts to the nearest whole dollar.
- Complete the Payment Request Form as follows:
 1. PROJECT Number - Number assigned by OGALS when this PROJECT was approved.
 2. Contract Number - As shown in Certification of Funding section of the contract
 3. APPLICANT - GRANTEE name as shown on the contract
 4. PROJECT Title - Name of the PROJECT as shown in the Application
 5. Type of Payment – check appropriate box on form
 6. Payment Information – always round down to the nearest dollar.
 7. Send Warrant To - AGENCY name, address and contact person
 8. Signature of AUTHORIZED REPRESENTATIVE according to the Resolution

Payment Request Form

State of California - Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

PAYMENT REQUEST State Grant Programs

See Instructions on Page 2.

1. PROJECT NUMBER		2. CONTRACT NUMBER	
3. APPLICANT			
4. PROJECT NAME			
5. TYPE OF PAYMENT <input type="checkbox"/> Advance <input type="checkbox"/> Reimbursement <input type="checkbox"/> Final			
6. PAYMENT INFORMATION <i>(Round all figures to the nearest dollar)</i>			
a. Grant Project Amount		\$	
b. Funds Received To Date		\$	
c. Available (a. minus b.)		\$	
d. Amount Of This Request		\$	
e. Remaining Funds After This Payment (c. minus d.)		\$	
7. SEND WARRANT TO:			
AGENCY NAME			
STREET ADDRESS			
CITY/STATE/ZIP CODE			
8. CERTIFICATION AND SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION <i>I represent and warrant that I have full authority to execute this payment request on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this report, and any accompanying documents, for the above-mentioned Grant is true and correct to the best of my knowledge.</i>			
SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION		TITLE	DATE
▶			
FOR CALIFORNIA DEPARTMENT OF PARKS AND RECREATION USE ONLY			
PAYMENT APPROVAL SIGNATURE		DATE	
▶			

DPR 212 (Rev. 3/2015)(Excel 3/3/2015)(Page 1 of 2)

Grant Expenditure Form

All payment requests require a summary of costs incurred. An electronic version of this form is available at www.parks.ca.gov/grants. Grantees may use their own spreadsheet if it contains the required information shown below. Keep copies of invoices or warrants with the PROJECT records, available to OGALS upon request.

Only provide the following information to OGALS:

PROJECT Number _____

Warrant/Check #(1)	Date(2)	Recipient(3)	Purpose(4)	Pre-Construction Amount(5)	Construction Amount(6)
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PRE-CONSTRUCTION Subtotal (5) \$ _____

Construction Subtotal (6) \$ _____

Grand Total (5) + (6) \$ _____

List only ELIGIBLE COSTS charged to the GRANT.

Column (1) Electronic payment numbers/electronic funds transfer numbers in the "Warrant/Check Number" column are acceptable. Include an "EP" next to the electronic payment numbers/electronic funds transfer numbers.

If IN-HOUSE EMPLOYEE SERVICES or GRANTEE'S own equipment was used, a work order or other tracking number can be used instead of a check/warrant number.

Column (2) Date payment was made to recipient. If IN-HOUSE EMPLOYEE SERVICES were used, provide the date range with a summary of actual hours worked.

Column (3) Name of Contractor, IN-HOUSE EMPLOYEE SERVICES, or other entity providing services and/or materials.

Column (4) SCOPE item related to the expenditure and a brief description, such as "playground design," "community center permits," "walkway materials," "sports field construction."

Column (5) PRE-CONSTRUCTION costs eligible for up to 25% of the GRANT amount.

Column (6) DEVELOPMENT **OR COMMUNITY ACCESS PROJECT** costs eligible for up to 100% of GRANT amount.

Project Completion Packet

PROJECT COMPLETION PACKETS must be submitted by March 31, 2022.

The final payment (not less than 20% of the PROJECT amount) will be processed after PROJECT COMPLETION and the following occurs:

1. Approval of the PROJECT COMPLETION PACKET (page 36).
2. Site inspection by the PROJECT OFFICER to verify PROJECT COMPLETION.

To request the final payment and complete the PROJECT, the GRANTEE must submit the following documents:

For COMMUNITY ACCESS PROJECTS:

1. Payment Request Form (page 34)
2. Grant Expenditure Form (page 35)
3. Final Funding Sources Form (page 21)
4. PROJECT COMPLETION Certification Form (page 37)

For development PROJECTS, the GRANTEE must submit these additional documents:

5. Photo of the bond act sign and location (page 28)
6. Recorded Deed Restriction if not already provided (page 29)
7. Completed CEQA if not already provided (page 22)
8. Notice of Completion (optional)⁵

For acquisition PROJECTS, the GRANTEE must submit these additional documents:

1. A copy of the recorded deed to the property
2. A map sufficient to verify the description of the property including parcel numbers and acreage
3. Copy of title insurance policy
4. Copy of title report

⁵ OGALS recommends that the GRANTEE file a Notice of Completion with the County Recorder pursuant to State of California Civil Code §3093. Filing the Notice of Completion is not a PROJECT COMPLETION requirement.

Project Completion Certification Form

Grantee: _____ **Project Number:** _____

Grantee contact for audit purposes

Name: _____

Address: _____

Phone: (____) _____ Email: _____

Project completion – list the grant scope items:

Provide revised Funding Sources Form

Interest earned on advanced funds: \$ _____

Interest spent on eligible costs: \$ _____

Was a Notice of Completion filed with the County Recorder? Yes ___ No ___

Certification:

I hereby certify that all Grant funds were expended on the above named Project and that the Project is complete and we have made final payment for all work done.

I have read California Penal Code §118 and understand that every person who testifies, declares, deposes, or certifies under penalty of perjury and willfully states as true any material matter which he or she knows to be false, is guilty of perjury, which is a felony punishable by imprisonment in state prison for two, three, or four years.

Furthermore, I have read California Penal Code §72 and understand that every person who, with the intent to defraud, presents for allowance or for payment to any state board or officer, or to any county, city, or District board or officer, authorized to allow or pay the same if genuine, any false or fraudulent claim, bill, account, voucher, or writing, is guilty of a felony-misdemeanor punishable either by imprisonment in county jail for a period of not more than one year, by a fine not exceeding one thousand dollars, or both, or by imprisonment in state prison, by a fine not exceeding ten thousand dollars, or both.

I represent and warrant that I have full authority to execute this Project Completion Certification on behalf of the Grantee. I declare under penalty of perjury that the foregoing certification of Project Completion for the above-mentioned Grant is true and correct.

GRANTEE'S AUTHORIZED REPRESENTATIVE
(Printed or Typed name)

Title

GRANTEE'S AUTHORIZED REPRESENTATIVE (Signature)

Date

Advance Payments

- ADVANCE payments are made at the discretion of OGALS. OGALS reserves the right to disapprove ADVANCE payment requests.
 - Past performance, GRANTEE capacity, and the GRANTEE'S financial resources will all be considered before issuing an ADVANCE.
 - GRANTEE'S that are unable to finance a considerable portion of their PROJECTS are encouraged to seek an allocation transfer (page 53).
- ADVANCE payments may be requested for costs the GRANTEE will incur within the next six months.
- ADVANCE funds, and any interest earned on those funds, *must* be spent within six months of receipt, or returned to OGALS.
- The sum of DEVELOPMENT and COMMUNITY ACCESS PROJECT ADVANCES cannot exceed 50% of the PROJECT amount.

Pre-Construction Advance

Payment Type	Maximum Request	When to Request	Documents to Send to PROJECT OFFICER
ADVANCE(s) costs to be incurred in next six months	Preconstruction estimate shown on Development Project SCOPE/Cost Estimate Form	After the contract has been encumbered	<ul style="list-style-type: none">• Payment Request Form• ADVANCE justification (see below)

Construction Advance and Community Access Project Advance

Payment Type	Maximum Request	When to Request	Documents to Send to PROJECT OFFICER
ADVANCE(s) costs to be incurred in next six months	No more than 50% of the grant amount.	After the contract has been encumbered, and construction will commence during the next six months	<ul style="list-style-type: none">• Payment Request Form• ADVANCE justification (see below)• Copy of signed contract and a notice to proceed or IN-HOUSE EMPLOYEE SERVICES schedule• Filed NOD or NOE (page 22)

Advance Justification

Provide the following information:

- Explanation as to why an ADVANCE is needed instead of a reimbursement. Describe any hardships the GRANTEE will experience if a reimbursement were issued instead of an ADVANCE.
- A payment schedule, with a month-by-month estimate, for up to six months, showing the anticipated amount needed, and to whom the funds will be paid (IN-HOUSE EMPLOYEE SERVICES or name of contractor). The six month period should begin six to eight weeks after payment request is submitted.

- A funding plan, indicating how the GRANTEE intends to provide cash flow to the percentage of the PROJECT exceeding the 50% ADVANCE limit.
- A statement indicating the GRANTEE will put the advanced funds into a separate, interest bearing account, and spend any interest earned on the PROJECT.
- An acknowledgement that all invoices and contracts pursuant to which payments are made shall be made available to OGALS on demand.

Clearing the Advance

ADVANCES must be cleared with six months of receipt, or earlier. ADVANCES should be cleared incrementally, that is, as costs are incurred.

An ADVANCE is cleared as follows:

- Submit a grant expenditure form (see page 35) documenting expenditures of eligible costs equal to the ADVANCE amount *plus any earned interest* (or 125% of the ADVANCE amount if match is required).
- Submit photos of construction completed and the construction sign (see page 28) with the ADVANCE funds (for construction ADVANCES).
- Return the balance of unspent GRANT funds to OGALS no later than thirty days after the end of the six month ADVANCE period. OGALS will then return the GRANT funds to the contract balance. OGALS cannot return interest to the contract balance.

Subsequent Payments

ADVANCE payments must be cleared before *any* payments will be approved.

This requirement may be waived in cases where a PROJECT requires timely payments to contractors, and the remaining balance of unspent ADVANCED funds cannot cover the next PROJECT payment. The following are required to request a waiver:

1. A letter to the PROJECT OFFICER, signed by the AUTHORIZED REPRESENTATIVE, explaining why the waiver is needed.
2. A statement in the letter that the majority of ADVANCED funds has been cleared.
3. A payment schedule with month by month estimates detailing the anticipated amount needed including the unspent balance of previously ADVANCED funds, along with the additional requested reimbursement or ADVANCE.

Acquisition Advance

Payment Type	When to Request	Documents to Send
ADVANCES up to 100% of the GRANT and MATCH amounts	After the contract is encumbered and escrow is open	See following instructions 1. Escrow letter 2. Title report cover page 3. Payment request form

The following items are required to request an ADVANCE payment into escrow:

1. A letter on the GRANTEE's letterhead, addressing all of the following elements, and signed by the GRANTEE's AUTHORIZED REPRESENTATIVE:
 - a) Name, address and telephone number of the title company or escrow holder, and the escrow account number to which the GRANT funds will be disbursed.
 - b) Copy of the property appraisal and written concurrence (page 13).
 - c) GRANT contract number and amount of GRANT funds requested.
 - d) A statement by the GRANTEE that "the preliminary title report shows that there are no liens, easements, or any other restrictions that would prevent completion of the PROJECT SCOPE and fulfillment of the contract provisions."
 - e) A statement by the GRANTEE that "all funds (exclusive of the GRANT funds to be provided under this agreement) needed for the completion of the acquisition of the property or properties have been secured and have been or will be deposited to escrow on or about the same date as the requested GRANT funds." In making this statement, the GRANTEE is entitled to reasonably rely on the representations of the seller.
2. Cover page of the preliminary title report.
3. Payment Request Form. The "Send Warrant To" item 7 on the Payment Request Form must be completed using the title company's or escrow holder's name, mailing address, and contact person (see page 34).

After approval by OGALS, the payment will be mailed by the State Controller's Office to the designated escrow company within approximately 30 working days.

Returning Unexpended Advanced Funds for Acquisition

If all or a portion of GRANT funds ADVANCED to the title or escrow company are not expended, the unused portion of the ADVANCED funds must be returned to OGALS within 60 days after completion of the acquisition(s), within 60 days of the acquisition withdrawal, or within 60 days after the end of the GRANT PERFORMANCE PERIOD, *whichever is earliest*.

Per Capita Contract



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Sample Grant Contract Per Capita Program

Grantee: Grantee

Grant Performance Period is from July 1, 20xx through June 30, 20xx

CONTRACT PERFORMANCE PERIOD is from July 1, 20xx through June 30, 20xx

The GRANTEE agrees to the terms and conditions of this Contract, and the State of California, acting through its Director of the Department of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the GRANT SCOPE(s) as defined in the GRANT SCOPE/Cost Estimate Form or acquisition documentation for the application(s) filed with the State of California.

Total State grant amount not to exceed \$ Grant amount

The General and Special Provisions attached are made a part of and incorporated into the Contract.

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By _____

GRANTEE

By

(Typed or printed name of Authorized Representative)

(Signature of AUTHORIZED REPRESENTATIVE)

Title

Date

Date _____

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

AMOUNT OF ESTIMATE \$		CONTRACT NUMBER	FUND		
ADJ. INCREASING ENCUMBRANCE \$		APPROPRIATION			
ADJ. DECREASING ENCUMBRANCE \$		ITEM VENDOR NUMBER			
UNENCUMBERED BALANCE \$		LINE ITEM ALLOTMENT	CHAPTER	STATUTE	FISCAL YEAR
T.B.A. NO.	B.R. NO.	INDEX	Funding Source		OBJ. EXPEND
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.					
SIGNATURE OF ACCOUNTING OFFICER			DATE		

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as “GRANTOR,” “DEPARTMENT” or “STATE”) and [grantee name] (hereinafter referred to as “GRANTEE”).

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as “GRANT MONIES”) not to exceed \$grant amount, subject to the terms and conditions of this CONTRACT and the 20xx/xx California State Budget, Chapter xx, statutes of 20xx, Item number – 3790-xxx-xxxx (appropriation chapter and budget item number hereinafter referred to as “PER CAPITA GRANT”). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 1, 20xx to June 30, 20xx.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term “ACT” means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term “APPLICATION” means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term “DEPARTMENT” or “STATE” means the California Department of Parks and Recreation.
4. The term “DEVELOPMENT” means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term “GRANTEE” means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term “GRANT SCOPE” means the items listed in the GRANT SCOPE/Cost Estimate Form or acquisition documentation found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term “PROCEDURAL GUIDE” means the document identified as the “Procedural Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program.” The PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

B. Project Execution

1. Subject to the availability of GRANT MONIES in the act, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set

forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this contract.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, §21000, et seq., Title 14, California Code of Regulations, §15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.)

C. Procedural Guide

1. GRANTEE agrees to abide by the PROCEDURAL GUIDE.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the PROCEDURAL GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the grant performance period, whichever is earlier.
2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The grant performance period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this contract provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of

the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.

3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or issuance of final payment, whichever is later.
2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this contract. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the

purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.

3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.
5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of

implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.

2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE's and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

N. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

O. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

GRANTEE

By: _____

Signature of Authorized Representative

Title: _____

Date: _____

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By: _____

Date: _____

Accounting and Audits

Accounting Requirements

GRANTEES must use accounting practices that:

- Provide accounting data that clearly records costs incurred on the PROJECT and accurately reflects fiscal transactions, with the necessary controls and safeguards.
- Provide good audit trails, especially the source documents (purchase orders, receipts, progress payments, invoices, time cards, cancelled warrants, warrant numbers, etc.) specific to the PROJECT.

Accounting Rules for Employee Services (IN-HOUSE EMPLOYEE SERVICES)

GRANTEES must follow these accounting practices for employee services:

- Maintain time and attendance records as charges are incurred, identifying the employee through a name or other tracking system, and that employee's actual time spent on the PROJECT.
- Time estimates, including percentages, for work performed on the PROJECT are not acceptable.
- Time sheets that do not identify the specific employee's time spent on the PROJECT are not acceptable.
- Costs of the salaries and wages must be calculated according to the GRANTEE'S wage and salary scales, and may include benefit costs such as vacation, health insurance, pension contributions and workers' compensation.
- Overtime costs may be allowed under the GRANTEE'S established policy, provided that the regular work time was devoted to the same PROJECT.
- May not include overhead or cost allocation. These are costs generally associated with supporting an employee, such as rent, personnel support, IT, utilities, etc.

State Audit

Grants are subject to audit by DPR. (See page 49, Audit Checklist). All PROJECT records must be retained for five years after final payment was issued, or PROJECT terminated, whichever is later.

The GRANTEE must provide the following when an audit date and time has been confirmed by DPR:

- All PROJECT records, including the source documents and cancelled warrants, books, papers, accounts, time sheets, or other records listed in the Audit Checklist or requested by DPR.
- An employee having knowledge of the PROJECT and its records to assist the DPR auditor.

Record Keeping Recommendation

GRANTEES are encouraged to keep records of all eligible costs, including those not submitted to OGALS for payment. This provides a potential source of additional eligible costs, should any submitted expenses be deemed ineligible.

Contact the DPR Audits Office at (916) 657-0370 for questions about these requirements.

Audit Checklist

An audit of the PROJECT may be performed before or following PROJECT completion. The GRANTEE must retain and make available all PROJECT related records for five years following PROJECT termination or final payment of grant funds. Listed below are some of the items the auditor will examine during the review of your records as applicable. It is the responsibility of the GRANTEE to have these records available in a central location ready for review once an audit date and time has been confirmed. If you have any questions regarding these documents, you may contact the State Department of Parks and Recreation Audits Office at (916) 657-0370.

CONTRACTS

- _____ Summary list of bidders (including individual bid packages)
- _____ Recommendation by reviewer of bids
- _____ Awarding by governing body (minutes of the meeting/resolution)
- _____ Construction contract agreement
- _____ Contract bonds (bid, performance, payment)
- _____ Contract change orders
- _____ Contractor's progress billings
- _____ Payments to contractor (cancelled checks/warrants, bank statements and EFT receipts**)
- _____ Stop Notices (filed by sub-contractors and release if applicable)
- _____ Liquidated damages (claimed against the contractor)
- _____ Notice of completion (recorded)

IN-HOUSE EMPLOYEE SERVICES*

- _____ Authorization/work order identifying project
- _____ Daily time sheets signed by employee and supervisor
- _____ Hourly rate (salary schedules/payroll register)
- _____ Fringe benefits (provide breakdown)

IN-HOUSE EQUIPMENT*

- _____ Authorization/work order
- _____ Daily time records identifying the project site
- _____ Hourly rate related backup documents

MINOR CONTRACTS/MATERIALS/SERVICES/ EQUIPMENT RENTALS

- _____ Purchase orders/Contracts/Service Agreements
- _____ Invoices
- _____ Payments (actual cancelled checks/warrants, bank statements and EFT receipts **)

ACQUISITION

- _____ Appraisal Report
 - _____ Did the owner accompany the appraiser?
 - _____ 10 year history
- _____ Statement of just compensation (signed by seller)
- _____ Statement of difference (if purchased above appraisal)
- _____ Waiver of just compensation (if purchased below appraisal: signed by seller)
- _____ Final Escrow Closing Statement
- _____ Cancelled checks/warrants, bank statements and EFT receipts, [payment(s) to seller(s)]
- _____ GRANT deed (vested to the participant) or final order of condemnation
- _____ Title insurance policy (issued to participant)
- _____ Relocation documents
- _____ Income (rental, grazing, sale of improvements, etc.)

INTEREST

- _____ Schedule of interest earned on State funds advanced
Note: Interest on grant advances is accountable, even if commingled in a pooled fund account and/or interest was never allocated back to the grant fund.

AGREEMENT/CONTRACTS

- _____ Leases, agreements, etc., pertaining to developed/acquired property
- _____ Proof of insurance pertaining to developed/acquired property

* Estimated time expended on the projects is not acceptable. Actual time records and all supporting documentation must be maintained as charges are incurred and made available for verification at the time of audit.

** Front and back if copied.

References

Public Resources Code relating to the Per Capita program

80000.

This division shall be known, and may be cited, as the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018.

80001.

(b) It is the intent of the people of California that all of the following shall occur in the implementation of this division:

- (3) To the extent practicable, a project that receives moneys pursuant to this division will include signage informing the public that the project received funds from the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018.
- (5) To the extent practicable, a project that receives moneys pursuant to this division will provide workforce education and training, contractor, and job opportunities for disadvantaged communities.
- (7) To the extent practicable, administering entities should measure or require measurement of greenhouse gas emissions reductions and carbon sequestrations associated with projects that receive moneys pursuant to this division.
- (8) To the extent practicable, as identified in the “Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters,” dated January 12, 2017, the public agencies that receive funds pursuant to this division will consider a range of actions that include, but are not limited to, the following:
 - (A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.
 - (B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.
 - (C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.
 - (D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.
 - (E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.
 - (F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.
 - (G) Identifying possible staff liaisons to diverse populations.

80002.

(d) “Department” means the Department of Parks and Recreation.

(n) “Severely disadvantaged community” means a community with a median household income less than 60 percent of the statewide average.

80008.

(c) (1) Up to 5 percent of funds available pursuant to each chapter of this division shall, to the extent permissible under the State General Obligation Bond Law (Chapter 4 (commencing

with Section 16720) of Part 3 of Division 4 of Title 2 of the Government Code) and with the concurrence of the Director of Finance, be allocated for community access projects that include, but are not limited to, the following:

- (A) Transportation.
- (B) Physical activity programming.
- (C) Resource interpretation.
- (D) Multilingual translation.
- (E) Natural science.
- (F) Workforce development and career pathways.
- (G) Education.
- (H) Communication related to water, parks, climate, coastal protection, and other outdoor pursuits.

80020.

Moneys allocated pursuant to this division shall not be used to fulfill any mitigation requirements imposed by law.

CHAPTER 3. Investments in Protecting, Enhancing, and Accessing California's Local and Regional Outdoor Spaces

80060.

For purposes of this chapter, "district" means any regional park district, regional park and open-space district, or regional open-space district formed pursuant to Article 3 (commencing with §5500) of Chapter 3 of Division 5, any recreation and park district formed pursuant to Chapter 4 (commencing with §5780) of Division 5, or any authority formed pursuant to Division 26 (commencing with §35100). With respect to any community or unincorporated region that is not included within a district, and in which no city or county provides parks or recreational areas or facilities, "district" also means any other entity, including, but not limited to, a district operating multiple-use parklands pursuant to Division 20 (commencing with §71000) of the Water Code.

80061.

- (a) The sum of two hundred million dollars (\$200,000,000) shall be available to the department, upon appropriation by the Legislature, for local park rehabilitation, creation, and improvement grants to local governments on a per capita basis. Grant recipients shall be encouraged to utilize awards to rehabilitate existing infrastructure and to address deficiencies in neighborhoods lacking access to the outdoors.
- (b) The sum of fifteen million dollars (\$15,000,000) shall be available to the department, upon appropriation by the Legislature, for grants to cities and districts in urbanized counties providing park and recreation services within jurisdictions of 200,000 or less in population. For purposes of this subdivision, "urbanized county" means a county with a population of 500,000 or more. An entity eligible to receive funds under this subdivision shall also be eligible to receive funds available under subdivision (a).
- (c) Unless the project has been identified as serving a severely disadvantaged community, an entity that receives an award pursuant to this section shall be required to provide a match of 20 percent as a local share.

80062.

- (a)(1) The department shall allocate 60 percent of the funds available pursuant to subdivision (a) of Section 80061 to cities and districts, other than a regional park district, regional park and open-space district, open-space authority, or regional open-space district. Each city's and district's allocation shall be in the same ratio as the city's or district's population is to the

combined total of the state's population that is included in incorporated and unincorporated areas within the county, except that each city or district shall be entitled to a minimum allocation of two hundred thousand dollars (\$200,000). If the boundary of a city overlaps the boundary of a district, the population in the overlapping area shall be attributed to each jurisdiction in proportion to the extent to which each operates and manages parks and recreational areas and facilities for that population. If the boundary of a city overlaps the boundary of a district, and in the area of overlap the city does not operate and manage parks and recreational areas and facilities, all grant funds for that area shall be allocated to the district.

- (2) On or before April 1, 2020, a city and a district that are subject to paragraph (1), and whose boundaries overlap, shall collaboratively develop and submit to the department a specific plan for allocating the grant funds in accordance with the formula specified in paragraph (1). If, by that date, the plan has not been developed and submitted to the department, the director shall determine the allocation of the grant funds between the affected jurisdictions.
- (b)(1) The department shall allocate 40 percent of the funds available pursuant to subdivision (a) of §80061 to counties and regional park districts, regional park and open-space districts, open-space authorities formed pursuant to Division 26 (commencing with §35100), and regional open-space districts formed pursuant to Article 3 (commencing with §5500) of Chapter 3 of Division 5.
- (2) Each county's allocation under paragraph (1) shall be in the same ratio that the county's population is to the total state population, except that each county shall be entitled to a minimum allocation of four hundred thousand dollars (\$400,000).
- (3) In any county that embraces all or part of the territory of a regional park district, regional park and open-space district, open-space authority, or regional open-space district, and whose board of directors is not the county board of supervisors, the amount allocated to the county shall be apportioned between that district and the county in proportion to the population of the county that is included within the territory of the district and the population of the county that is outside the territory of the district.
- (c) For the purpose of making the calculations required by this section, population shall be determined by the department, in cooperation with the Department of Finance, on the basis of the most recent verifiable census data and other verifiable population data that the department may require to be furnished by the applicant city, county, or district.
- (d) The Legislature intends all recipients of funds pursuant to subdivision (a) of §80061 to use those funds to supplement local revenues in existence on the effective date of the act adding this division. To receive an allocation pursuant to subdivision (a) of §80061, the recipient shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. For purposes of this subdivision, the Controller may request fiscal data from recipients for the preceding three fiscal years. Each recipient shall furnish the data to the Controller no later than 120 days after receiving the request from the Controller.

80063.

- (a) The director of the department shall prepare and adopt criteria and procedures for evaluating applications for grants allocated pursuant to subdivision (a) of §80061. The application shall be accompanied by certification that the project is consistent with the park and recreation element of the applicable city or county general plan or the district park recreation plan, as the case may be.

- (b) To utilize available grant funds as effectively as possible, overlapping and adjoining jurisdictions and applicants with similar objectives are encouraged to combine projects and submit a joint application. A recipient may allocate all or a portion of its per capita share for a regional or state project.

Allocation Tables

Following are the allocations for Per Capita GRANTEES.

Allocation Transfer⁶ – Entities that receive an allocation under the Per Capita program may transfer all or part of that allocation to another eligible entity, provided that the following requirements are met:

1. *All required documentation must be submitted no later than six months from the end of the encumbrance period.*
2. The transferring agency must submit a resolution authorizing the transfer of the allocation. The resolution must name the recipient entity and the transferred amount.
3. The recipient must be eligible to receive Per Capita funds.
4. The recipient must have submitted the authorizing resolution shown on page 6.
5. The recipient must submit a resolution authorizing the receipt of funds; the resolution must state the donor and the transferred amount.

Definitions

Capitalized words and terms used in this guide are defined below.

ADVANCE – payment made to the GRANTEE for work that will occur in the future or work that has already occurred during the GRANT PERFORMANCE PERIOD and has not been paid for by the GRANTEE.

APPLICATION PACKET – the Application form and its required attachments described in the Application Checklist and Directions beginning on page 9.

AUTHORIZED REPRESENTATIVE – the GRANTEE’S designated position authorized in the Resolution to sign all required GRANT documents.

CEQA – the California Environmental Quality Act established policies and procedures requiring GRANTEES to identify, disclose to decision makers and the public, and attempt to lessen, significant impacts to environmental and historical resources that may occur as a result of the GRANTEE’S proposed PROJECT. (Public Resources Code §21000 et seq.; Title 14 California Code of Regulations §15000 et seq.)

COMMUNITY ACCESS PROJECT – a) transportation, b) physical activity programming, c) resource interpretation, d) multilingual translation, e) natural science, f) workforce development and career pathways, g) education, h) communication related to water, parks, climate, coastal protection, and other outdoor pursuits pursuant to Public Resources Code §80008(c)(1)

⁶ Please contact OGALS for sample transfer and recipient resolutions.

CONSTRUCTION COSTS – costs incurred starting with the date when ground-breaking construction activities such as site preparation, grading, or gutting begins, and continuing to the end of the GRANT PERFORMANCE PERIOD.

CONTRACT PERFORMANCE PERIOD – the amount of time stated on the contract agreement, specifying the performance of the contractual grant obligations between the GRANTEE and DPR.

DEVELOPMENT – construction, expansion, or renovation.

DPR – the California Department of Parks and Recreation.

GRANT – funds made available to a GRANTEE for completion of the PROJECT SCOPE(s) during the GRANT PERFORMANCE PERIOD.

GRANTEE – an entity having a fully executed contract with DPR.

GRANT PERFORMANCE PERIOD – period of time that ELIGIBLE COSTS may be incurred by the GRANTEE and paid for by DPR, as specified in the fully executed contract.

IN-HOUSE EMPLOYEE SERVICES – use of the GRANTEE’S employees working on the PROJECT SCOPE.

OGALS – DPR’s Office of Grants and Local Services.

PRE-CONSTRUCTION COSTS – costs incurred within the GRANT PERFORMANCE PERIOD for the planning, design, and permit phase of the PROJECT before construction can begin.

PROJECT – the SCOPE as described in the APPLICATION PACKET to be completed with GRANT funds.

PROJECT COMPLETION – when the PROJECT is complete and the facilities are open and useable by the public.

PROJECT COMPLETION PACKET – The documents listed on page 36 that are required in order to request final payment following PROJECT COMPLETION.

PROJECT OFFICER – an OGALS employee, who acts as a liaison with GRANTEES and administers GRANT funds, facilitates compliance with the Procedural Guide, and the GRANT contract.

SCOPE – the acquisition, recreation features and major support amenities, **or COMMUNITY ACCESS PROJECT** described in the APPLICATION PACKET that must be completed prior to final GRANT payment.

TOTAL PROJECT COST – the combined dollar amount of all funding sources used to complete the acquisition, or recreation features and major support amenities described in the APPLICATION PACKET.



Agenda Report

19-1104

Agenda Date: 11/5/2019

REPORT TO COUNCIL

SUBJECT

Discussion of, and Possible Direction On, Review of Potential General Fund Revenue Opportunities for the November 2020 Ballot; Authorize the City Manager to Negotiate and Execute Contracts for Community Research and Outreach

EXECUTIVE SUMMARY

The purpose of this presentation is to inform the City Council (Council) of staff's efforts to advance the City's priorities to stabilize our fiscal outlook in order to preserve service and staffing levels, generate more revenue to meet expenditure growth demands, and develop strategies for unfunded needs/projects.

During the January/February 2019 Council Goal Setting Session, the City Manager presented the City's Ten-Year Financial Forecast which showed ongoing deficits in years three and four. At the priority setting session, the Council gave direction for staff to return with an analysis of revenue options for Transient Occupancy and Utility Users Tax revenues.

Per Council direction, staff has worked on revenue options for Council consideration. While Council gave staff direction to also explore the establishment of a Utility User Tax (UUT), staff does not recommend creation of a UUT at this time, as discussed further in this report. This report considers the following revenue opportunities:

1. Increase in the Transient Occupancy Tax (TOT) rate,
2. Issue a General Obligation Bond, and
3. Establish an Infrastructure Parcel Tax.

Consistent with past discussions, revenue generating measures need to be evaluated with respect to what voters will likely support and it is generally recommended that measures be limited to two per ballot. City Council input regarding these three revenue opportunities will help staff determine which measures should move forward for further analysis and research for the November 2020 General Election ballot. While these items are viable, it is understood that each requires significant community and stakeholder engagement which, for some, may take more time.

The results of the community research and outreach will be presented to Council in the May/June 2020 timeframe, with final Council action on a recommended ballot measure in July 2020 in order to place the measure on the November 2020 ballot.

BACKGROUND

In May 2018, the City Council discussed and considered five revenue opportunities including: 1) Increase the Transient Occupancy (TOT) rate, 2) Increase the Documentary Transfer Tax, 3)

Establishment of a Utility Users Tax (UUT), 4) Establishment of a Cannabis Tax, and 5) Establishment of an Infrastructure Parcel Tax.

In July 2018, the City Council approved a November 2018 Ballot Measure for a Cannabis Business Tax. In November 2018, the residents of Santa Clara passed Measure M: Santa Clara Marijuana Business Tax with a 76.68% approval percentage. The development of a Cannabis Regulatory Program is underway and will be before the City Council before the end of calendar year 2019.

In January/February 2019, at the City Council Operational and Strategic Priority Setting Session, staff revised and presented the Ten-Year Financial Forecast for the City's General Fund. The forecast presented shows a modest surplus of \$1.1 million in FY 2019/20 and \$0.1 million in FY 2020/21. However, the forecast shows that a deficit in FY 2021/22 and FY 2022/23 is forecasted based on assumptions and risks presented at that time. The forecast also shows a narrow surplus margin, which can change quickly with an economic slowdown or other known risk factors.

FY 2020 -2030 General Fund Ten-Year Financial Forecast										
Net Operating Margin - Ongoing Surplus/(Deficit)										
(\$ in millions)										
2019/20	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30
\$1.1 m	\$0.1 m	(\$1.6 m)	(\$0.5 m)	\$0.7 m	\$1.0 m	\$1.5 m	\$2.6 m	\$2.9 m	\$1.7 m	\$2.6 m
As a percentage of projected operating expenditures										
0.4%	0.0%	(0.6%)	(0.2%)	0.3%	0.3%	0.5%	0.8%	0.9%	0.5%	0.8%

Some of the risk factors not reflected in the forecast are known factors that we have identified as risks, but the list is not an exhaustive set of potential risks:

- Decrease in Stadium Authority revenue (approximately \$2.7 million unrealized revenue to the General Fund)
- Labor negotiations and expenditures beyond assumptions
- CalPERS actuarial changes or any CalPERS reform actions
- Downturn in economy / decline in revenues
- Infrastructure operating budget impacts
- State and federal legislative changes
- Further refinement of major tax revenue projections (example: commercial cannabis deferred implementation, \$600,000 - \$2.4 million potential loss in projected anticipated revenue)
- Revenue and staffing impacts of development projects

While staff has identified the potential fiscal impact of two risk factors, other financial impacts are still unknown and to be determined.

As part of the City Council Operational and Strategic Priority Setting Session, the Council also provided direction to the City Manager to continue work on two revenue strategy options, increasing the TOT and establishing a UUT.

Additionally, as part of the continuing effort to advance the City's priorities to stabilize our fiscal outlook, staff also explored revenue opportunities through a comprehensive review of user fees. In May 2019, the Council began the first phase of a three-phased approach to evaluate fees where the

City is under-collecting the cost of providing services in order to minimize or eliminate the use of limited general tax revenues. This funding gap totaled over \$22 million, therefore, services are being subsidized by other City revenue sources. The Council continued the review of phase two during a study session on October 22, 2019 with approval of changes to the user fees scheduled for November 19, 2019. The last phase of this study is scheduled for December 17, 2019 and the Council's actions to increase cost-recovery of user fees are directly related to freeing up funds available to invest in city services.

The purpose of this report is to provide the Council with an analysis of potential revenue strategies to preserve current service and staffing levels as well as to identify opportunities to support currently unfunded priority projects and anticipated future growth in demands for services.

DISCUSSION

As shown in the ten-year financial forecast, the City will face ongoing deficits in years three and four of the forecast period. While this forecast assumes a mild recession, additional risk factors have been identified since the development of the forecast which add considerable risk to the financial outlook. For example, the performance rent related to Non-NFL Stadium events is anticipated to be close to zero in the near future. In addition, recently approved labor agreements were modestly above the forecast assumptions.

While a forecast update with revised revenue and expenditure assumptions will be brought forward at the upcoming City Council Operational and Strategic Priority Setting Session in January 2020, it is known that the City will need to explore additional revenue options to bridge the projected deficits and create additional capacity for the City's unfunded future needs and liabilities.

Like many other California cities that are members of CalPERS, one of the largest expenditure risks identified in the forecast is the rising cost of pensions, for both retired and active employees, which are relatively beyond the City's control. For example, on December 21, 2016, the CalPERS Board of Administration lowered the CalPERS discount rate assumption, from 7.5% to 7.0% over three years. Lowering the discount rate means that the City will see increases in both the normal cost (the cost of pension benefits accruing in one year for active members) and the accrued liability for a three-year period with contribution costs increasing effective FY 2018/19. Moreover, it is anticipated that additional reductions to the discount rate assumption may occur in the future.

At the City Council Priority Setting Sessions in January and February 2019, the City Council directed staff to pursue two revenue strategy options, increasing the TOT and establishment of a Utility User Tax. Discussion of some of the preliminary analysis is included below. In addition, staff presented a summary of unfunded capital infrastructure needs. This list is provided in Attachment 1. There are continued concerns that our resource levels are below the levels needed to support the workload and capacity.

To create some capacity for the organization, we are in the process of a major update to the fees charged to users for the cost of services. This represented a critical area in our revenue strategies; however, even with the update to fees, the exploration of additional revenue sources is still required. As part of the City's budget stabilizing strategies and addressing the City's infrastructure needs, staff has reviewed and included analysis for further discussion on revenue opportunities regarding:

1. Increase in the Transient Occupancy Tax (TOT) rate,

2. Establishment of a General Obligation Bond, or
3. Establishment of an Infrastructure Parcel Tax.

The TOT ballot measure would have to be approved at a General election by a simple majority (50% plus 1) of voters. A General Obligation Bond or Infrastructure Parcel Tax would require two-thirds (66.66%) voter approval.

Revenue from the taxes discussed in this report (if approved by the voters) would be used to offset future General Fund deficits and address other service needs such as deferred projects, staffing shortages, etc. It is important to note that these options are revenue opportunities that can be presented to the voters at the appropriate time. Included in the recommendation as part of this report, staff would begin community outreach and stakeholder engagement to test feasibility of the revenue options directed by the City Council.

Staff explored the establishment of a UUT for electric customers including commercial and industrial users. Because of research complexity and complications imposing such a tax on specific key users of electricity, and the difficulties in equitably distributing such a tax, this tax is not recommended at this time until more research and analysis is completed. In addition, staff explored the potential to charge a UUT on residential cable or phone services. Due to the financial impact to potential residents, it is unlikely that such a tax would be approved at the ballot, with community research still required to understand the level of support if both measures are presented to the voters on the same ballot. It is recommended that the City Council pursue the revenue options provided below, as these options are more feasible. Residents would generally not be affected by a TOT rate increase and a General Obligation Bond or Parcel Tax would benefit residents with additional facilities. These options, based on successful ballot measures passed in other neighboring jurisdictions, are recommended for further discussion.

Below is a discussion of three revenue opportunities:

I. Increasing the Transient Occupancy Tax

A Transient Occupancy Tax commonly known as a “hotel tax”, is charged by the City to guests of hotels and short-term rentals within the City. In FY 2018/19, TOT revenue collections totaled \$22.5 million or 9.1% of the City’s General Fund revenue. This revenue is used for general local governmental purposes such as Police, Fire, Public Works, Parks and Recreation, and Libraries. During the November 2018 elections, ballot measures increasing the TOT rates passed in the cities of Los Altos (11% to 14%, phased over three years), Sunnyvale (10.5% to 12.5%), Milpitas (10.0% to 14.0%) and Palo Alto (14.0% to 15.5%). The City of Santa Clara’s current TOT rate is 9.5% which is one of the lowest in the County, as shown in Table 3.

Table 3 - TOT by Santa Clara County Cities

 Transient Occupancy Tax by City

City	Rate
Gilroy	9.0%
Santa Clara (w/o CFD)	9.5%
Morgan Hill	10.0%
Saratoga	10.0%
Fremont	10.0%
Mountain View	10.0%
San Jose	10.0%
Santa Clara (w/ CFD)	11.5%
Los Altos	12.0%
Campbell	12.0%
Cupertino	12.0%
Los Gatos	12.0%
Sunnyvale	12.5%
Milpitas	14.0%
Palo Alto	15.5%

In addition to the current TOT rate, in May 2010, the City Council approved the formation of a Community Facilities District (CFD) as part of the Levi's Stadium project. The CFD includes hotel properties in the vicinity of Levi's Stadium. These hotel property owners voted unanimously to place a special tax on hotel room nights equivalent to a 2% TOT rate. There are currently nine hotels that pay CFD special tax, with two proposed to be added on the November 5 Council agenda (RTC #19-1167). This special tax is pledged to finance portions of the publicly owned infrastructure for the stadium project. With the addition of the CFD, hotel guests currently pay 11.5% at the nine hotels located around the Stadium and Convention Center, as noted in Table 3 for comparison purposes.

The CFD exists to pay the debt infrastructure improvements related to Levi's Stadium, which was issued at approximately \$35 million. This debt is secured by and payable solely from the special taxes levied on the hotel properties within the CFD and does not represent an obligation or debt of the City or the City's General Fund. *Section 10.3 - TOT Credit* in the Disposition and Development Agreement (DDA) states in part that the City may increase the TOT rate from time to time. However, if the City increases the TOT by 1%, the funding amount that would go to the Stadium Authority, once the debt has been fully paid, would be reduced proportionately.

The City currently has 37 businesses that pay TOT, including online rentals. The majority of these businesses charge hotel guests the 9.5% TOT rate. However, the nine hotels located in the CFD area provide 75% of the City's overall TOT revenue.

Staff has explored two options regarding the City's TOT rate, with Option 1 being a 1% increase and Option 2 being a 2% increase. These increases would affect all hotels in the City. Table 4 below compares last fiscal year's TOT and CFD collections at the City's current 9.5% with the potential additional revenue to be generated with a 1% and 2% increase. Please note the numbers displayed in Table 4 are based on the FY 2018/19 TOT gross receipts.

**Table 4 - Comparison of Potential TOT Revenue
(\$ in millions)**

	TOT Rate	TOT Revenue	CFD Revenue (2%)	Total TOT and CFD Revenue
FY 18/19 Actual	9.5%	\$ 22.5	\$ 3.8	\$ 26.3
Option 1 - 1% Increase	10.5%	\$ 24.9	\$ 3.8	\$ 28.7
Option 2 - 2% Increase	11.5%	\$ 27.2	\$ 3.8	\$ 31.0

In FY 2018/19, the City's TOT and CFD collections totaled \$26.3 million. If the TOT rate was increased by 1%, as shown in Option 1, total collections could potentially reach \$28.7 million, an increase of \$2.4 million from last fiscal year. As noted in Option 2, a 2% increase could result in additional revenue of \$4.7 million, bringing total TOT and CFD collections to approximately \$31.0 million.

It is important to note that TOT is a volatile revenue source because it is strongly correlated with the state of the economy. For example, in the last recession this revenue source decreased by 28% or \$3.2 million in 2009/10 when compared to the peak of \$11.3 million in 2007/08. In FY 2018/19, this revenue rose to \$22.5 million (normalizing for accruals). While increasing the TOT rate is a viable option, a recession in the future years could substantially reduce this anticipated revenue. Additionally, it should be noted that the consideration to change the Tourism Improvement District fee from \$1 per occupied room night to a percentage of the gross room revenue has not yet been factored in. This discussion is scheduled to be heard at the November 12, 2019 Council meeting.

II. General Obligation Bond

A General Obligation (GO) bond is a common form of long-term capital project financing. This type of bond can only be used to fund a "municipal improvement," which is most often an acquisition or improvement of real property. The issuance of these bonds require a two-thirds supermajority vote of the registered voters pursuant to Article XIIC of the State Constitution. GO bonds are secured by levying ad valorem property taxes at an amount deemed necessary to pay the debt service. This amount is in addition to the 1% general ad valorem property tax.

GO bonds are generally based on assessed values (AV) and can be issued for various lengths of time, with the most common being 30-year bonds. As provided by the County of Santa Clara for FY 2019/20, the taxable assessed values for secured and unsecured property are \$38.5 billion and \$7.6 billion, respectively. Based on this information, Table 5 below shows the potential annual debt service payments for \$100 million, \$200 million, \$300 million and \$400 million bond issuances, over a 30 year-period at an interest rate of 5%. The table also details the impact to residents per bond issuance amount. For example, in Option 1, a \$100 million bond issuance would result in an additional \$142 to the property owner's tax bill per \$1.0 million in AV, annually. With each option increase, the tax bill increases by an additional \$141 per year for both secured and unsecured property.

Table 5 - GO Bond Issuance Comparison

	Bond Issuance Amount	Interest (5%)	Total Debt	Secured & Unsecured - Rate / \$ 1 M	Estimated Annual Debt Service Payment
Option 1	\$ 100 M	\$ 95.2 M	\$ 195.2 M	\$ 142	\$ 6.6 M
Option 2	\$ 200 M	\$ 190.3 M	\$ 390.3 M	\$ 283	\$ 13.1 M
Option 3	\$ 300 M	\$ 285.5 M	\$ 585.5 M	\$ 424	\$ 19.6 M
Option 4	\$ 400 M	\$ 380.6 M	\$ 780.6 M	\$ 565	\$ 26.1 M

III. Infrastructure Parcel Tax

A parcel tax is levied on a property owner's property tax bill and can be a fixed amount or based on a factor, such as the building's square footage. This tax can also be for a predetermined period of time or can be permanent. Parcel taxes can be used for operating and program costs in addition to municipal improvements. Approval of this tax requires a two-thirds supermajority vote.

The most common type of parcel tax is the fixed parcel tax. This tax requires owners of smaller properties to pay the same amount as owners of larger properties. A fixed parcel tax may create fairness issues as owners of lower valued property would pay the same as an owner of a higher valued property (eg. single family home and a larger commercial business). On the other hand, square footage-based measures can be confusing to voters and may be perceived as inequitable as larger parcels would pay a higher tax.

Based on the Santa Clara County Tax Assessor 2019/20 Combined Tax Rolls, the total number of taxable parcels is 28,888. The taxable parcels are separated out by land use categories: residential (27,240), commercial (756) and industrial (892). Generally, properties that are exempt from property tax are also exempt from parcel tax. Table 6 below illustrates four options for a fixed parcel tax rate and how much each could potentially generate, based on 28,888 taxable parcels. Option 1 shows that should \$230 be taxed per parcel, the City could collect approximately \$6.6 million, which would total roughly the annual debt service payment required for a \$100 million bond issuance, as displayed in Table 5. With each option increase, the parcel tax increases by an additional \$225 per year.

Table 6 - Estimated Revenue on Fixed Parcel Rates per Taxable Parcel

	Bond Issuance Amount	Fixed Rate Per Taxable Parcel	Parcel Tax Revenue
Option 1	\$100 M	\$ 230	\$ 6.6 M
Option 2	\$200 M	\$ 455	\$ 13.1 M
Option 3	\$300 M	\$ 680	\$ 19.6 M
Option 4	\$400 M	\$ 905	\$ 26.1 M

For comparison purposes, the cost of an infrastructure parcel tax to a GO Bond for a typical single-family home valued at \$1 million, a GO Bond would cost \$142 and a fixed parcel tax would cost an owner \$230, assuming \$100 million debt capacity.

Next Steps

Based on direction from Council on the preferred revenue-generating strategy or strategies, the next step would be to retain consultant services to assist the City in the successful passage and implementation of proposed measures on the November 2020 ballot. This would include, but not be limited to: 1) working with City staff to identify priority projects and uses of funds; 2) validating funding priorities through community engagement, voter education and polling; 3) drafting appropriate ballot measure language; and 4) ensuring compliance with election requirements. The following is a general timeline of the steps needed to meet the November 2020 ballot:

- December 2020 - Evaluate community research and outreach consultant and execute contract
- January 2020 - Complete data collection and research including updating list of critical projects for infrastructure measure
- March 2020 - Public outreach/engagement including focus groups and community meetings
- May 2020 - Evaluate engagement results and develop recommendations
- June 2020 - Council decision on ballot measures
- July 2020 - Present proposed ballot language to Council
- August 1, 2020 - Final ballot title and summary due

FISCAL IMPACT

Funding of \$100,000 to provide outreach and community engagement on the ballot measures was included in the FY 2019/20 Adopted Operating Budget. If outreach and engagement costs are higher than the budgeted amount, sufficient funds are appropriated to absorb the difference. Actual November 2020 ballot costs will vary based on the number of ballot measures registered at the County. Budget amendments, if necessary, for ballot measure costs with the County will be recommended separately for Council consideration.

COORDINATION

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

ENVIRONMENTAL REVIEW

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

Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(4) in that it is a fiscal activity that does not involve any commitment to any specific project which may result in a potential significant impact on the environment

PUBLIC CONTACT

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

RECOMMENDATION

1. Review and provide direction on the Potential General Fund Revenue Opportunities for the November 2020 Ballot; and
2. Authorize the City Manager to negotiate and execute agreements with contractors to conduct the required community research and outreach within appropriated funds.

Reviewed by: Kenn Lee, Director of Finance

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Unfunded Projects and Infrastructure



UNFUNDED PROJECTS AND INFRASTRUCTURE

The following list inventories known areas that are unfunded or underfunded. It is important to note that this list is dynamic and will change with each budget cycle and as the City identifies new needs or funds items on the list. In general, there is an absence of a Capital Fund strategy to address short-and long-term needs for public facilities, streets, parks and recreation, and other infrastructure. The City would be well-served to establish an “order of magnitude” estimate of capital funding needs to work towards and drive strategy and policy development to address.

Public Facilities and Other Infrastructure

1. New Utilities Building and Civic Center Campus
2. Civic Center Repairs
3. Corporation Yard/Rehabilitation
4. Fire Station Repair/Reconstruction
5. Convention Center Repair/Rehabilitation
6. Cemetery Repair/Rehabilitation
7. Historical Homes Rehabilitation
8. Triton Museum Maintenance
9. Citywide Projects from ADA Transition Plan
10. Parking Lot Maintenance
11. CityPlace multimodal improvement Plan

Streets and Other Infrastructure

1. Storm Pump Station Repair/Rehabilitation
2. Storm Drain Sewer Repair/Rehabilitation
3. Street Pavement
4. Traffic Signal Maintenance
5. Bridge Maintenance
6. Trails and Bike Lanes Improvements
7. Projects from the Bike Master Plan, Pedestrian Master Plan, and Trail Master Plan

Parks and Recreation

1. International Swim Center and Central Park Master Plan
2. Sports Facilities, Fields, and Land Acquisition
3. Park Infrastructure Rehabilitation/Reconstruction
4. CityPlace Park



Agenda Report

19-907

Agenda Date: 11/5/2019

REPORT TO COUNCIL

SUBJECT

Action on FY 2018/19 Budget Year-End Report, Approve Seven New Positions, and Approve the Related Budget Amendments

EXECUTIVE SUMMARY

This report provides the year-end financial condition of the City of Santa Clara on a budgetary basis for the fiscal year ended June 30, 2019 and recommends approval of the related budget amendments. Consistent with the Council pillar to enhance transparency, this report provides the Council and the public with the status of, and recommended increases to, reserves in key funds; detailed descriptions of recommended budget actions (Attachment 1 and 2); summary of year-end performance for the General Fund, Special Revenue Funds, Internal Service Funds, and Enterprise Funds as described in the body of this report (see Attachment 3 tables for other funds details); a summary of a reconciliation of carryover capital projects, special revenues, grants, and donations funds (Attachment 4); and a summary of beginning and ending fund balance adjustments for each fund due to actual results (Attachment 5).

This report also includes an adjustment to the City's budgetary basis for reporting revenues and expenditures. This change aligns the budget with the City's accounting of funds, presents budgetary information consistent with Government Accounting Standards Board (GASB), and transitions the budget to best practices for local government agencies. The actual results (actuals) discussed in this report include detail reflecting the change from a cash basis to a modified accrual budgetary reporting. Additional one-time fund balances are recognized in the majority of the City's funds due to this reporting change.

The General Fund is a major operating fund for the City and includes multiple programs, services, and activities for the residents of the City. Overall, the General Fund ended the year above the final budget by \$57.7 million, primarily from one-time sources or savings. The table below summarizes the impact to the fund balance in the General Fund for FY 2018/19.

	Revenue		Expenditures		Contribution to Reserves	Fund Balance
Net Additional Fund Balance	\$	12.6	\$	18.8	\$ (4.4)	\$ 27.0
Change in Budget Methodology		31.6		(0.9)	0.0	30.7
Total Additional Fund Balance	\$	44.2	\$	17.9	\$ (4.4)	\$ 57.7

As part of assigning the \$57.7 million in total fund balance, this report recommends allocating \$44.3 million to reserves and \$13.4 million to several budget amendments to cover unanticipated expenses in FY 2019/20.

The table below shows an increase of \$19.0 million to the General Fund Budget Stabilization Reserve (BSR), of which \$1.5 million was assumed to be drawn from the adoption of the FY 2019/20 budget.

Staff also recommends \$15.0 million of additional fund balance to be allocated to the Capital Projects Reserve (CPR) bringing the CPR balance to \$27.4 million for FY2019/20. This reserve will be necessary to fund many of the capital improvement projects that will be considered as part of the upcoming Proposed Capital Improvement Program budget cycle. Lastly, \$3.5 million is recommended to be contributed to the General Fund Pension Trust reserve.

For the City's Utility Funds, new Rate Stabilization and Operations and Maintenance Reserves were established during the FY 2019/20 budget adoption process. As shown in the table below, additional contributions of \$22.0 million to these reserves are recommended, as a result of the additional year-end fund balances in the funds.

In \$ Millions								
			2019/20		2019/20		2020/21	
	July 1, 2018	July 1, 2019	2019/20 Adopted	2019/20	2019/20	2020/21	2020/21	
Reserve	Beginning	Beginning	Contributions/	Year-End	Revised	Recommended	Revised	
	Balance	Balance	Use of Reserves	Contribution/	Reserve	Contribution/	Reserve	
				Use of Reserves	Balance	Use of Reserves	Balance	
General Fund Budget Stabilization (BSR)	\$ 55.1	\$ 62.9	\$ (1.5)	\$ 19.0	\$ 80.4	\$ (1.2)	\$ 79.2	
General Fund Capital Projects (CPR)	31.0	22.0	(9.6)	15.0	27.4	(10.2)	17.2	
Land Sale Reserve	29.1	21.5	0.0	0.0	21.5	0.0	21.5	
Pension Trust (all funds)	15.6	20.9	1.8	3.5	26.2	1.3	27.5	
Utility Fund Rate ** Stabilization/O&M (NEW)	0.0	0.0	19.1	10.7	29.8	0.7	30.5	
Electric Rate Stabilization/O&M	121.0	124.0	22.3	11.3	157.6	7.7	165.3	
Total	\$ 251.8	\$ 251.3	\$ 32.1	\$ 59.5	\$ 342.9	\$ (1.7)	\$ 341.2	

** Includes Sewer, Solid Waste, Water, Water Recycling

BACKGROUND

Section 1305 of the Charter of the City of Santa Clara, entitled 'Budget - Appropriations,' states that:

...from the effective date of the budget, the several amounts stated therein as proposed expenditures shall be and become appropriated to the several departments, offices and agencies for the respective objects and purposes therein named; all appropriations shall lapse at the end of the fiscal year to the extent that they shall not have been expended or lawfully encumbered; and at any meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by the affirmative votes of at least five members so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenue not included in the budget.

Based on two Council-adopted Budget Principles highlighted below, staff has prepared this report with recommendations for the allocation of one-time FY 2018/19 General Fund year-end fund balance.

Budget Principles for FY 2019/20, as adopted by the City Council on February 1, 2019 include:

- Use one-time unrestricted revenues (e.g., annual General Fund surplus) for one-time uses such as increasing reserves, funding capital or Information Technology projects, paying off debt, and/or paying off unfunded pension or other post-employment benefits liabilities.
- In accordance with Council policy, continue to maintain the General Fund Budget Stabilization Reserve balance at or above the policy level of 25% of adopted budget expenditures for the long-term fiscal health of the City.

Each year as part of budget development and budget close-out, staff reviews the reserve fund balances and the reserve targets for the General Fund Contingency Reserve which is broken down into the Budget Stabilization Reserve and the Capital Projects Reserve. Per Council Policy, 25% of General Fund Operations for the Budget Stabilization is established and the Capital Projects Reserve is set at a minimum fund balance target of \$5.0 million in the long term. Revised BSR and CPR balances, as shown in above table, well exceed these requirements. Further, during good economic times, the Council is well-positioned to increase reserve balances beyond its own policy requirement in preparation for the inevitable downturn.

A report detailing the additional year-end fund balance and the recommended allocation of those additional funding amounts is brought forward each year after the year-end financial close. The financial review as of June 30, 2019 provides a year-to-date financial update to the City Council for FY 2018/19.

DISCUSSION

This report includes a brief summary of budget to actual revenue and expenditure/ expense performance for the General Fund, Special Revenue Funds, Internal Service Funds, and Enterprise Funds. In most cases, revenues exceeded estimated levels and expenditures/expenses were within budgeted limits.

Based on the City Charter, the legal appropriation control is designated at the department or office level within a fund. In certain Internal Service and Special Revenue Funds, appropriations are allocated by function rather than departments or offices. In these funds, the appropriation control is at the fund level. Below the appropriation level are expenditure categories and line items. In many cases, actual expenditures may exceed the categories or line items within a department; however, savings from other categories and line items within the same department and fund may offset these overages (for example, savings due to staff vacancies may be offset by an increase in contractual services). Attachment 1 - FY 2018/19 Budget Amendments includes a list of appropriations that exceeded the appropriation control authority and are recommended to be adjusted in order to meet the legal appropriation control limit or to reconcile specific reserves to policy requirements.

Reflected throughout this report is a change in the City's budgetary basis for reporting revenues and expenditures. This change aligns the budget with the City's accounting of funds, presents budgetary information consistent with Government Accounting Standards Board (GASB), and transitions the budget to best practices for local government agencies. The actual results (actuals) discussed in this report include detail reflecting the change from a cash basis to a modified accrual budgetary reporting. Additional one-time fund balances are recognized in the majority of the City's funds due to this reporting change.

General Fund

The revenue comparison of budget to actuals is shown in Table 1. As shown in the table, actual

revenue performance was approximately \$44.2 million higher than the budgeted estimate of \$240.2 million primarily attributable to the Sales Tax, Transient Occupancy Taxes (TOT), Licenses and Permits, Revenue from Other Agencies and Other Fees for Services revenue categories. Of this amount, as detailed in the Accrued Revenue column, \$31.6 million of the revenue performance is due to a change in the City's budgetary basis for reporting revenues. These revenues include the recognition of additional Sales Tax payments and the sale of the Great America property. It should be noted that this additional revenue is one-time in nature. Higher revenue performance related to licenses and permits are primarily a result of higher development activity; these revenues are restricted for development purposes. Higher than budgeted revenues in these categories were partially offset by lower than estimated revenues in the Property Tax, Rent and Contribution In Lieu revenue categories.

**Table 1 - General Fund Revenue and Transfers In
Final Budget vs. Actual**

FISCAL YEAR 2018/19						
Description	Final Budget	Cash Revenue	Accrued Revenue	Total Revenue	Variance Favorable/ (Unfavorable)	Percent Variance
Property Tax	\$ 60,300,000	\$ 58,414,948	\$ 199,810	\$ 58,614,758	\$ (1,685,242)	(2.79%)
Sales Tax	56,530,000	58,507,498	10,289,855	68,797,353	12,267,353	21.70%
Taxes - Other	27,287,638	28,671,974	4,831,655	33,503,629	6,215,991	22.78%
Licenses and Permits	9,732,681	14,356,296	14,987	14,371,283	4,638,602	47.66%
Fines and Penalties	1,580,500	1,946,535	134,945	2,081,480	500,980	31.70%
Revenue from Other Agencies	1,532,551	2,714,996	14,834,843	17,549,839	16,017,288	1,045.14%
Revenue from State	165,000	169,058	0	169,058	4,058	2.46%
Other Fees for Services	41,535,249	45,690,288	90,334	45,780,622	4,245,373	10.22%
Interest	4,082,028	5,240,821	1,432,262	6,673,083	2,591,055	63.47%
Rent	11,077,087	9,030,009	(249,064)	8,780,945	(2,296,142)	(20.73%)
Other Revenue	857,308	560,920	2,640	563,560	(293,748)	(34.26%)
Contributions In Lieu	23,094,590	21,304,288	0	21,304,288	(1,790,302)	(7.75%)
Subtotal Revenue	237,774,632	246,607,632	31,582,266	278,189,898	40,415,266	17.00%
Transfers In	2,466,332	6,261,332	0	6,261,332	3,795,000	153.87%
Total Revenue	\$ 240,240,964	\$ 252,868,964	\$ 31,582,266	\$ 284,451,230	\$ 44,210,266	18.40%

The property tax category includes both secured and unsecured taxes. Proceeds from property taxes came in approximately \$1.7 million lower than the budgeted estimate of \$60.3 million. This performance is entirely attributable to the negative decision received from the County regarding a large property tax possessory interest appeal (e.g., Levi's Stadium).

The increase in the sales tax category which includes public safety sales tax is primarily due to the accrual of sales tax proceeds for May and June 2019, totaling \$10.3 million. This revenue category is difficult to forecast due to the volatile nature of business to business and retail sales tax categories. Staff will continue to monitor these revenues and revise future projections in the upcoming budget as necessary.

The Other Taxes category includes franchise tax, TOT, and documentary transfer tax. This revenue category ended the fiscal year \$6.2 million higher than budgeted primarily due to higher collections of

TOT and franchise taxes. Higher than anticipated TOT collections include one-time accruals of \$4.1 million. Normalizing for these accruals, actual performance exceeded the budget by \$1.5 million due to high room and occupancy rates that the City's hotels continue to experience. As these revenues are volatile, the City will continue to watch, and conservatively estimate these revenues in the upcoming forecasts. Franchise taxes came in \$1.0 million higher than its final budget of \$4.3 million.

Licenses and Permits ended the year \$4.6 million above budgeted estimates primarily related to significantly higher activity with building permits issued. These additional revenues are restricted for developer activities and is recommended to be allocated to a separate building reserve as part of this document.

Revenue from Other Agencies includes the redistribution of land sale proceeds and ground leases, in addition to State-mandated reimbursements. This category came in significantly higher than the final budget, with approximately \$17.5 million in actual revenues compared to a budget of \$1.5 million. This major increase is a result of one-time land sale proceeds due to the City from the sale of the Great America Theme Park, discussed earlier, that was accrued at year-end as the property transaction occurred in June 2019.

The Other Fees for Services category encompasses various fees associated to plan check and zoning, engineering, fire prevention, as well as community service revenue from recreational activities. In FY 2018/19, revenue in this category totaled \$45.8 million, or \$4.2 million higher than the final budget. This increase can be attributed to fire permit fees which were \$1.5 million higher than its budget, while plan check and sign fees and plan and zoning fees were \$2.7 million higher than their budgeted estimates.

Interest earnings ended the year \$2.6 million higher than budget due to higher than budgeted investment rates as noted in the monthly investment report for June 2019 as presented to the City Council in September 2019, and accruals.

Rent collections totaled \$8.8 million through June 30, 2019, which was \$2.3 million lower than the budgeted estimate of \$11.1 million. This is primarily a result of lower than anticipated performance rent revenue related to non-NFL events at the Stadium (\$2.7 million). A budget augmentation is included in this document as these revenues are expected to continue to underperform in FY 2019/20.

Contribution In-Lieu revenues are directly related to the revenues collected by the City's Electric Utility Department, Silicon Valley Power (SVP). Per the City's charter, SVP pays 5% of their gross cash revenues as contribution in-lieu of taxes. As a result of SVP's lower cash revenue collections through June 30, 2019, the City's General Fund also received less from this revenue source.

Comparison of budget to actual expenditures are shown in Tables 2 and 3, with Table 2 showing by function and Table 3 showing by category. Overall, departments ended the fiscal year within their final budget, resulting in \$17.9 million in expenditure savings.

**Table 2 - General Fund Expenditures and Transfers Out
Final Budget vs. Actual by Function**

Function	FISCAL YEAR 2018/19					
	Final Budget	Cash Expenditures	Accrued Expenditures	Total Expenditures	Variance Favorable/ (Unfavorable)	Percent Variance
General Government						
Mayor and City Council Offices	\$ 833,851	\$ 763,852	\$ 7,517	\$ 771,369	\$ 62,482	7.49%
City Attorney's Office	2,187,159	2,017,304	4,831	2,022,136	165,023	7.55%
City Clerk's Office	2,212,709	1,625,262	346	1,625,607	587,102	26.53%
City Manager's Office	7,098,487	6,235,682	68,467	6,304,149	794,338	11.19%
Finance	12,434,682	11,903,488	35,367	11,938,854	495,827	3.99%
Human Resources	3,640,473	3,394,931	7,560	3,402,491	237,982	6.54%
Information Technology	13,127,860	12,483,023	0	12,483,023	644,836	4.91%
Total General Government	41,535,220	38,423,541	124,088	38,547,629	2,987,591	7.19%
Public Works	25,775,783	24,310,013	329,690	24,639,703	1,136,080	4.41%
Community Development	15,835,545	13,491,756	5,648	13,497,404	2,338,141	14.77%
Parks and Recreation	19,845,650	19,558,229	158,682	19,716,911	128,739	0.65%
Public Safety						
Fire	50,669,013	50,604,088	59,540	50,663,628	5,385	0.01%
Police	67,378,193	63,082,102	94,551	63,176,653	4,201,540	6.24%
Total Public Safety	118,047,206	113,686,190	154,091	113,840,281	4,206,925	3.56%
Library	10,466,088	10,155,409	47,385	10,202,793	263,294	2.52%
Non-Departmental	15,181,796	8,868,842	39,874	8,908,716	6,273,080	41.32%
Subtotal Expenditures	246,687,288	228,493,981	859,457	229,353,438	17,333,851	7.03%
Transfers Out	28,797,744	28,245,039	0	28,245,039	552,705	1.92%
Total Uses of Funds	\$ 275,485,032	\$ 256,739,020	\$ 859,457	\$ 257,598,477	\$ 17,886,556	6.49%

Expenditure savings occurred primarily due to a difference between how retirement costs were budgeted and how the Unfunded Actuarial Accrued Liability (UAAL) contributions are actually paid. The remaining savings were due to vacancy savings; in total departments generated net salary and benefits savings in the amount of \$12.4 million. To ensure service delivery to our residents, these savings were offset with higher than budgeted as-needed salary and overtime expenditures. Additionally, savings were achieved in the Materials, Services and Supplies and Capital Outlay expenditure categories, resulting in overall expenditure savings of \$17.9 million in the General Fund.

**Table 3 - General Fund Expenditures and Transfers Out
Final Budget vs. Actual by Category**

Category	FISCAL YEAR 2018/19					
	Final Budget	Cash Expenditures	Accrued Expenditures	Total Expenditures	Variance Favorable/ (Unfavorable)	Percent Variance
Salaries						
Salary and Wages - Regular	\$ 102,316,395	\$ 100,679,838	\$0	\$ 100,679,838	\$ 1,636,557	1.60%
Salary and Wages - As Needed	6,232,860	6,414,356	(5,229)	6,409,127	(176,267)	(2.83%)
Overtime	8,409,957	9,292,580	0	9,292,580	(882,623)	(10.49%)
Other	3,141,675	3,911,434	0	3,911,434	(769,759)	(24.50%)
Subtotal Salaries	120,100,887	120,298,207	(5,229)	120,292,978	(192,091)	(0.16%)
Benefits						
Retirement - Safety	26,339,684	23,481,067	0	23,481,067	2,858,617	10.85%
Retirement - Miscellaneous	20,318,555	13,447,015	0	13,447,015	6,871,540	33.82%
Health	9,829,250	8,479,248	0	8,479,248	1,350,002	13.73%
Social Security	3,526,704	3,152,198	0	3,152,198	374,506	10.62%
Retiree Healthcare	3,914,222	3,226,582	0	3,226,582	687,640	17.57%
Other Benefits	4,513,148	4,097,093	4,025	4,101,118	412,030	9.13%
Subtotal Benefits	68,441,563	55,883,203	4,025	55,887,229	12,554,334	18.34%
Materials, Services and Supplies	44,651,768	39,984,274	860,661	40,844,935	3,806,833	8.53%
Interfund Services	11,323,818	11,259,869	0	11,259,869	63,949	0.56%
Capital Outlay	2,169,252	1,068,426	0	1,068,426	1,100,826	50.75%
Transfers Out	28,797,744	28,245,039	0	28,245,039	552,705	1.92%
Total Uses of Funds	\$ 275,485,032	\$ 256,739,019	\$ 859,457	\$ 257,598,477	\$ 17,886,556	6.49%

Through excess revenue of \$44.2 million, expenditure savings of \$17.9 million, and net reallocation to other required reserves of \$4.4 million, the City ended the year with additional fund balance totaling \$57.7 million. As described previously, a net \$30.7 million was attributable to the budgetary change in reporting to a modified accrual basis.

At the end of FY 2018/19, the General Fund ended with a surplus prior to recommended budget amendments in the amount of \$57.7 million. Table 4 below summarizes various recommended budget actions to dispose \$57.7 million in General Fund surplus by funding \$9.8 million in correction/reconciliation items and the carrying over of FY 2018/19 budget allocations, \$14.0 million in new budget augmentations and contributing \$33.9 million to the BSR and CPR.

Budget Amendments to the FY 2019/20 budget include \$1.4 million in carryover funding, \$8.5 million for corrections or reconciling items, and budget augmentations totaling \$14.0 million. These augmentations include a \$6.5 million transfer to the Special Liability Insurance Fund to replenish the required reserve amounts in the fund and fund anticipated payouts. Adjustments related to revised FLSA overtime calculations and the recent settlement for all bargaining units total \$1.0 million, while a \$0.3 million adjustment is recommended to fund a special election for the Chief of Police and ballot measure. There is also a recommended action to contribute \$3.5 million to the Pension Trust reserve, which will enable the City reach funding of approximately 5% of the total General Fund unfunded liability. The final augmentation recommended is a \$2.7 million reduction to the City's rent revenue, as Stadium non-NFL performance rent is not anticipated to generate any revenue in FY 2019/20. An additional contribution to BSR and CPR totaling \$33.9 million is recommended. The CPR contribution will be necessary to fund many of the capital improvement projects that will be considered as part of the upcoming Proposed Capital Improvement Program budget cycle. Additional funding to the BSR will provide for an economic buffer in the event of a potential economic slowdown.

Table 4 - Summary of General Fund FY 2019/20 Budget Amendments

Carryover Budgets from FY 2018/19	\$ in Millions
FLSA Non-Departmental	\$ (1.20)
E-Discovery	(0.20)
Carryover Budgets from FY 2018/19 Subtotal	(1.40)
Correction/Reconciliation	
Police Department Revenue	0.090
Water and Sewer Interdepartmental Charges	0.006
Workers' Compensation Reserve for Claims	(1.400)
Advanced Planning Fee Reserve Reconciliation	(0.600)
Building Inspection Reserve Reconciliation	(6.400)
Correction/Reconciliation Subtotal	(8.304)
Augmentation	
Special Liability Insurance	(6.500)
FLSA Overtime Fire Department	(0.350)
FLSA Non-Departmental	(0.600)
Special Election for Chief of Police and Ballot Measure	(0.270)
Civic Center Campus Renovation	(0.150)
Worker Cooperative Support	(0.100)
Pension Trust Reserve Contribution	(3.500)
Stadium Performance Rent	(2.700)
Augmentation Subtotal	(14.170)
Recommended Contributions to Reserves	
Budget Stabilization Reserve Contribution	(18.850)
Capital Projects Reserve Contribution	(15.000)
Recommended Contributions to Reserves Subtotal	(33.850)
Total General Fund Adjustments	\$ (57.72)

Other Funds

Attachment 3 - Summary of Other Funds Performance summarizes budget to actual performance for the City's Special Revenue Funds, Internal Service Funds, and Enterprise Funds. As previously described, the appropriation control level for special revenue and internal service funds are at the fund level. However, similar to the General Fund, enterprise funds include appropriations at the department level and any overages must be corrected. Budget adjustments for other funds in FY 2018/19 are detailed in Attachment 1.

Special Revenue Funds

Overall, actual revenues ended the year higher than estimates by approximately \$1.8 million and actual expenditures were lower than budget by \$8.2 million. Special Revenue Funds are established to account for specific revenue sources that are legally restricted or committed to particular purposes. By default, year-end savings in the Special Revenue Funds revert to fund balances or re-appropriated to the next year's budget through the recommended carryover of expenditures

(Attachment 4). A discussion of select Special Revenue Funds are included below.

City Affordable Housing Fund

This fund accounts for the City's Below-Market Price Purchase (BMP) Program, promotes and facilitates the construction and retention of affordable housing. Revenues in this fund are received from developer in-lieu fees, principal and interest repayments on housing loans, and interest income on pooled investments. In FY 2018/19, revenues received from developer in-lieu fees and principal and interest repayments on housing loans were \$318,000 lower than anticipated, reflecting a slower year for note repayments and delay on the completion of housing projects, respectively. Expenditures ended the year below budgeted appropriations by approximately \$6.3 million. Of that amount, a \$5.0 million developer loan commitment was approved and appropriated in FY 2018/19 but not disbursed due to the timing of project. This amount will be carried over and anticipated to be disbursed in FY 2019/20. Remaining unspent funds of \$1.3 million are savings from contractual services and special program disbursements resulting from the low number of BMP homeownership and a delay in launching a pilot program.

Housing and Urban Development Fund

This fund accounts for entitlement funding that the City receives annually from the U.S. Department of Housing and Urban Development (HUD) to administer and provide oversight of the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) programs. Expenditures ended the year less than budget by \$1.6 million, reflecting the timing of grant expenditures which will be re-appropriated to be spent in FY 2019/20. The main driver for unspent appropriations is attributed to funds that are set aside for specific activities to be undertaken by a special type of nonprofit called a Community Housing Development Organization (CHDO). Due to the complexity for organizations to become a CHDO, the City has been unable to award funds for a CHDO project. As a result, the funds are re-appropriated at the beginning of each new fiscal year but not spent.

Housing Successor Agency Fund

This fund was established as Housing Successor to the former Redevelopment Agency (RDA) to retain all housing assets, rights, power, duties, obligations and functions previously performed by the RDA in administering its Low- and Moderate-Income Housing Fund. The primary revenue sources are from principal and interest repayments on housing loans and interest on pooled investments. FY 2018/19 revenues exceeded budget by approximately \$1.6 million, reflecting early loan repayment amounts and higher than anticipated interest earn on pooled investments. Expenditures ended the year below budgeted appropriations by \$228,000, primarily in the contractual services category which are re-appropriated and anticipated to be spent in FY 2019/20.

Road Maintenance and Rehabilitation (SB1) Fund

This fund accounts for transportation taxes allocated to cities through the Road Maintenance and Rehabilitation Account (SB1) to enhance highway, transit and local roads including facilities for bicycles and pedestrians throughout the State of California. Funding for SB1 comes from gas tax and vehicle fees collected and disbursed by the State. Most funding revenues eligible for operations and maintenance pay for day-to-day operations of filling potholes, operating traffic signals, repairing equipment and structures as well as responding to emergencies. FY 2018/19 revenues were \$608,000 higher than budget due to the change from a cash basis to modified accrual basis.

While there are overall savings in the Special Revenue funds, actual expenditures exceeded

appropriations in the Convention Center Maintenance District and the Fire Operating Grant Trust Fund. In the Convention Center Maintenance District Fund, expenditures exceeded budget due to accruals (Attachment 1). Furthermore, corrective action for the Fire Operating Grant Trust Fund is discussed in further details in the Capital Projects, Special Revenues, Grants, and Donations Reconciliation section of this report.

Internal Service Funds

Fleet Operations Fund

The Fleet Operations Fund ended the year with actual expenditures exceeding budgeted appropriations by \$15,000 due to an overstatement of encumbrances that carried over to FY 2019/20. An appropriation action is required to increase the budget by \$15,000 using the fund's Unrestricted Fund Balance (Attachment 1). Additionally, staff will liquidate the unneeded amount of the encumbrance to reflect true anticipated costs.

Special Liability Insurance Fund

This fund insures all City owned property as well as property in the City's care, custody or control, and property the City is contractually obligated to insure. The fund is also used to pay for litigation expenses, the City's insurance deductible, and settlements or jury verdicts in litigation matters. The source of revenue for this fund is fees charged to citywide departments. At the end of FY 2018/19, this fund incurred payouts from settlements and higher legal services expenditures that exceeded the budget by approximately \$500,000, which were paid using available balance from reserves. In order to restore the Reserves for Claims balance back to \$4.0 million and in order to provide the anticipated financial resources to cover any settlements paid during FY 2019/20, staff recommends a transfer of \$6.5 million from the General Fund as part of the budget adjustment recommended in this report.

Workers' Compensation Fund

This fund accounts for the costs of premiums, claims administration and claims expenses related to injuries or illnesses sustained by members of the City's workforce. The source of revenue for this fund is fees charged to departments citywide. At the end of FY 2018/19, expenditures exceeded budgeted levels in the Workers' Compensation by approximately \$51,000 due to higher than budgeted claims expenditures, which will require a budget adjustment to correct the overage. Additionally, the City experienced a greater volume of claim activities and those claims along with older maturing claims were paid using available balance from reserves, which decreased the reserve level by \$1.4 million. To maintain the Council authorized reserve level of \$2.5 million and ensure that sufficient resources are available to cover any unforeseen costs arising from the City's Workers' Compensation Insurance Program, staff recommends a transfer of \$1.4 million from the General Fund to replenish this reserve as part of the FY 2019/20 budget adjustment.

Vehicle Replacement Fund

The Vehicle Replacement Fund accounts for the lifecycle replacement, procurement, up-fit and disposal of all vehicles used by City departments. The source of revenue for this fund is fees charged to the departments requiring these services. This fund ended the year below budgeted appropriations by approximately \$1.0 million. Unspent funds were a result of workload that exceeded staffing capacity, which required staff to prioritize new vehicles/equipment purchases rather than vehicle replacements. Additionally, upon further review of existing equipment, staff determined that it was prudent to defer equipment replacements due to their low mileage and good condition.

Enterprise Funds

Cemetery Fund

The Cemetery Fund accounts for the operation of the City's two cemeteries. This fund receives majority of its revenues from interment related service charges at Mission City Memorial Park. Total service charges remained flat year-on-year and was below projected revenues by \$61,000. FY 2018/19 operating costs were \$62,000 lower than budget due to less than expected materials costs relating to lower sales, and capital outlay. Operating costs have been consistently higher than revenues due to the ongoing maintenance required at the properties. Past operations deficits were covered by General Fund transfers and future operations deficits will continue to be subsidized by the General Fund.

Convention Center Enterprise Fund

The Convention Center Enterprise Fund accounts for the operations of the City's Convention Center through third-party agreements. During FY 2018/19, the City transitioned to a new operations management vendor for the Convention Center. The FY 2018/19 final budget reflects the original vendor's operating budget. As of June 30, 2019, both revenues and expenditures came in above the final budgeted amounts due to a change in methodology on how food and beverage revenue and expenditures are reported.

The City's agreement with the new vendor became effective in March 2019. From this period through the end of FY 2018/19, convention center operating surplus totaled \$1.6 million. Of this surplus, \$1.5 million was transferred to the Public Buildings Capital Fund for CIP expenditures, resulting in a net \$0.1 million fund balance change.

Electric Utility Fund

The Electric Utility Fund accounts for the operation of the City's electric utility service. This fund receives majority of its revenues from user service charges collected from residential, business, and industrial customers. Total service charges increased 6.2% when compared to the prior year, including one-time adjustments for the accrual of revenue. Electricity consumption for the twelve-month period was lower than expected, resulting in lower cash revenues collected. Total revenues exceeded budget by approximately \$7 million due to other non-operational activities, such as development related fees, dark fiber lease income, and pooled investment income.

For FY 2018/19, a change in the budgetary basis for reporting revenue and expenditures resulted in additional accrued revenues totaling \$35.8 million with \$34.0 million in service charges; and additional accrued expenses totaling \$17.5 million with \$16.7 million in resource/production costs.

Total unrestricted fund balance ended the year \$30.2 million better than planned. This is mainly attributable to overall operations cost savings of \$3.7 million and recognition of \$20.7 million more in wholesale energy sales credit than budgeted, in addition to the large noncore revenues discussed above. Starting in FY 2019/20, wholesale energy sales transactions will be recorded as revenue instead of a credit net against wholesale resources purchases expense.

Sewer Utility Fund

The Sewer Utility fund accounts for the maintenance of the City's sewer lines and related facilities. These services are provided on a user charge basis to residences and businesses, which is the

primary source of revenue for this fund.

As shown in Attachment 3, actual cash receipts totaled \$38.8 million, which is \$2.0 million under the revenue estimate of \$40.8 million. However, the accrued revenue for services rendered in June that are not billed until July totaled \$2.7 million, resulting in the total revenue coming in slightly higher than the budgeted estimate. Including an accrual of \$0.03 million, actual expenditures totaled \$42.7 million, ending the year \$1.2 million below the final budget. This is primarily due to vacancy savings.

While overall performance of revenues and expenditures resulted in savings of \$1.9 million, the FY 2018/19 budget included a use of fund balance totaling \$3.1 million. A net of \$1.2 million of fund balance was used to cover 2018/19 expenditures.

Solid Waste Fund

The Solid Waste Fund accounts for the operations of the City's solid waste collection and disposal system. This fund receives majority of its revenues from user service charges and other fees for street sweeping, household hazardous waste, and Clean-Up Campaign services. Total service charges increased 17.1% year-on-year and \$2.5 million higher than planned due to rate increase and accrued revenues. Total operating expenses exceeded appropriations by \$1.3 million also due to accrual.

For FY 2018/19, modified accrual accounting methodology was implemented resulting in additional accrued revenues accrued totaled \$1.8 million with \$1.7 million in fees; and additional accrued expenses totaled \$2.3 million with \$1.4 million in resource/production costs. A FY 2018/19 budget amendment is included in Attachment 1 to correct the overage that resulted from the accrual. It should also be noted that the FY 2018/19 budget included a use of fund balance. Fund performance ended with \$1.1 million in excess revenue which partially offsets the programmed use of fund balance.

Water Recycling Fund

The Water Recycling Fund accounts for the ongoing maintenance and operations of the City's wastewater reclamation system. These services are provided on a user charge basis from the sale of non-potable water for irrigation and landscaping. Through the end of FY 2018/19, actual revenues slightly exceeded the budgeted estimate by 1.1% or \$0.08 million. Of the total amount, \$6.5 million is actual cash collections and \$0.6 million is accrued revenue for June services. Actual expenditures exceeded the final budget by approximately \$1.0 million or 16.9%. This overage is attributable to the timing delay in billing in the resource and production costs category. In prior years, the June bill for resource costs was received and paid by City in July of the following fiscal year. In an effort to "catch up" with payments, funds to pay the June 2019 bill were encumbered in the same fiscal year, as opposed to the following fiscal year. This additional encumbrance was not accounted for during the development of the operating budget, leading to the overage. To correct this, a budget amendment is recommended in Attachment 1 to appropriate additional funds from fund balance. After the adjustment above, the total unrestricted fund balance amounts to just over \$4.0 million at year-end. Due to the additional use of fund balance to correct the overage in FY 2018/19, the contribution to the Construction Reserve had to be reduced in FY 2019/20 and FY 2020/21 by \$0.3 million and \$0.2 million, respectively, to ensure the fund ended in a positive position.

Water Utility Fund

The Water Utility Fund account for the operation of the City's water utility services. These services

are provided on a user charge basis to residences and businesses, which is its primary source of revenue.

As of June 30, 2019, cash revenue receipts were just under \$48.0 million, or \$2.3 million below the budgeted estimate of \$50.3 million, while accrued revenue reached \$2.2 million, for total revenue collections of \$50.2 million. Even with accruals for June services not yet billed or received, revenue came in slightly lower than the budget. This is primarily due to lower than budgeted water sales. Actual expenditures also came in lower than anticipated, with \$48.3 million cash expenditures and \$1.2 million accrued expenditures, totaling \$49.5 million. The expenditure savings is primarily due to vacancy savings and wholesale water cost savings. Savings in the latter category is consistent with lower collections in the charges for services revenue category, as the City collected less in water revenue and spent less in the respective water purchases.

Retirement Liability

A contribution of \$3.5 million is recommended in this report from the General Fund to the Pension Trust Fund. As summarized in Table 5, for this fiscal year, a total of \$5.25 million contribution to the pension trust fund is budgeted to address the unfunded liability. In total, reserve levels are projected at \$26.2 million, or approximately 5% of the City's net pension liability amount, based on the figures to be reported in the Consolidated Annual Financial Report GASB 68 Report.

Table 5 - Summary of Unfunded Retirement Liability and Pension Stabilization Reserve

Fund	Pension Stabilization Reserve Balance as of June 30, 2019	FY 2019/20 Amended Budget	Estimated Pension Stabilization Reserve for June 30, 2020	New Projected Unfunded Liability	Projected Pension Stabilization Reserve Percent of Unfunded Liability
General Fund	\$16,381,504	\$3,500,000	\$19,881,504	\$396,400,620	5%
Electric	4,329,866	330,381	4,660,247	94,238,259	5%
Water	140,672	856,425	997,097	20,265,133	5%
Sewer	61,125	330,023	391,148	7,949,753	5%
Water Recycling	9,599	39,460	49,059	997,087	5%
Solid Waste	20,094	194,306	214,400	4,365,625	5%
Total	\$20,942,860	\$5,250,595	\$26,193,455	\$524,216,477	5%

Capital Projects, Special Revenues, Grants, and Donations Carryover Reconciliation

Estimates were used to carryover unspent Capital Improvement Program (CIP) funds from FY2018/19 to FY 2019/20 during the FY 2019/20 and FY 2020/21 adopted budget process. Attachment 4 - FY 2019/20 Amendments - Summary of CIP, Special Revenues, Grants, and Donations details a reconciliation of those project carryover true-up amounts based on actual year-end activity totaling (\$4.6) million with final CIP carryover of \$205 million. The actions included in Attachment 4 are recommended as part of the FY2019/20 Budget Amendment in this report. In addition to the year-end true-up amounts for capital projects, the appropriation carryover of donations and reimbursements of \$2.2 million, grants of \$8.0 million, and unspent special revenues that are

neither donations or grants of \$6.9 million are included in Attachment 4. The Police Department and Fire Department exceeded budgeted appropriations in the Police Operating Grant Trust Fund and Fire Operating Grant Trust Fund, respectively. Revenues are anticipated to be received in FY 2019/20 to reimburse the departments for these expenditures. Budget amendments to recognize the anticipated revenues are detailed in Attachment 2.

Recommended Additional Positions

The approval of several positions is recommended in this report to address critical operational gaps currently in the Finance and Electric Utility Department in several key areas. The Finance Department is responsible for providing utility bills to Santa Clara customers for residential, industrial and commercial uses of electric, water, sewer, and solid waste activities. Over the past several years, the City's electric utility began the roll out of automated meters that transmit usage data, through wireless transmitters to systems that interface daily data to the City's Utility Billing System. Approximately 47,000 of the City's 54,000 electric customers are equipped with automated metering devices. During this roll out, in spring 2019, it was determined that there were insufficient transmitter devices located throughout the City to fully transmit usage data from a customer in order to issue a utility bill. As a result, backlogs have increased, and overtime and temporary staff has been used to address the delayed billing. While additional equipment is on order and will be installed, it has been determined that additional staffing is required to address the backlog, provide sufficient supervision, and manage the City's utility billing systems (including customer service needs). The addition of one Sr. Management Analyst, one Utility Services Technician, one Customer Service Supervisor, and two Customer Service Representatives are recommended in the Finance Department Utility Billing Division. In addition, one Meter Data Analyst position in the Electric Utility Department is recommended to ensure sufficient resources are allocated to research data issues that arise from the transmission of a customer's usage information to the billing system.

Separately, a review of the Electric Utility procurement staffing has necessitated a need for one additional Contracts Manager in the Finance Department to focus on upcoming procurements and ensure contract compliance.

Funding to support these positions, cover temporary staffing and associated supplies and materials costs is recommended in the budget amendments in this document. The estimated costs to be funded by the Electric Utility Operating Fund is approximately \$798,000 in FY 2019/20 and \$1.2 million in FY2020/21. Details of this budget amendment are included in 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)(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 fiscal impact of each fund's results is discussed in detail in the body of this report and attachments. Overall, most City funds ended FY2018/19 in positive net positions. This report includes detailed descriptions of recommended budget amendments (Attachment 1 and 2); summary of year-end performance for the General Fund, Special Revenue Funds, Internal Service Funds, and Enterprise Funds as described in the body of this report (see Attachment 3 tables for other funds details); a summary of a reconciliation of carryover capital projects, special revenue, grant, and

donation funds (Attachment 4); and a summary of beginning and ending fund balance adjustments for each fund due to actual results (Attachment 5). Approval of Budget Amendments included in Attachment 1, 2, 4 and 5 is recommended in this report.

COORDINATION

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

PUBLIC CONTACT

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

ALTERNATIVES

1. Note and file the FY 2018/19 Budget Year-End Report.
2. Approve the Budget Amendments set forth in the Budget Year-End Report (five affirmative Council votes required for revenue actions only).
3. Approve the addition of one Sr. Management Analyst, one Utility Services Technician, one Customer Service Supervisor, one Contracts Manager, and two Customer Service Representatives in the Finance Department and one Meter Data Analyst in the Electric Utility Department.
4. Approve the Budget Amendments for FY 2018/19 and FY 2019/20, as set forth in this Report (five affirmative Council votes required for revenue actions only).
5. Do not note and file the FY 2018/19 Budget Year-End Report and do not approve the related Budget Amendments.
6. Do not approve seven new positions in the Finance and Electric Utility Departments and the related Budget Amendments.
7. Other action the Council deems appropriate.

RECOMMENDATION

Alternatives 1, 2, 3 and 4:

1. Note and file the FY 2018/19 Budget Year-End Report;
2. Approve the Budget Amendments set forth in the Budget Year-End Report (five affirmative Council votes required for revenue actions only);
3. Approve the addition of one Sr. Management Analyst, one Utility Services Technician, one Customer Service Supervisor, one Contracts Manager, and two Customer Service Representatives in the Finance Department and one Meter Data Analyst in the Electric Utility Department, and
4. Approve the related FY 2018/19 and FY 2019/20 Budget Amendments as set forth in this Report (five affirmative Council votes required for revenue actions only).

Reviewed by: Kenn Lee, Director of Finance

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. FY 2018/19 Budget Amendments
2. FY 2019/20 Budget Amendments

3. Summary of Other Funds Performance
4. FY 2019/20 Budget Amendments - Summary of CIP, Special Revenues, Grants, and Donations Reconciliation
5. Summary of Beginning and Ending Fund Balance Adjustments

FY 2018/19 Budget Amendments

Convention Center Maintenance District Fund (026)

Department	Source of Funds	Use of Funds	Explanation
Department of Public Works - Materials, Services and Supplies		25,381	Due to the transitioning of accounting methodology from a cash basis to a modified accrual basis, actual expenditures exceeded budgeted appropriations as a result of accrued invoice payments in FY 2018/19.
Ending Fund Balance		(25,381)	Decreases the ending fund balance to offset the action recommended above.
Total Convention Center Maintenance District Fund	0	0	

Fleet Operations Fund (053)

Department	Source of Funds	Use of Funds	Explanation
Department of Public Works - Materials, Services and Supplies		14,970	At year-end, expenditures in the Fleet Operations Fund exceeded budgeted appropriations due to excess funds that were inadvertently encumbered. Staff will adjust the encumbrance to reflect true amounts needed for services.
Ending Fund Balance		(14,970)	Decreases the ending fund balance to offset the action recommended above.
Total Fleet Operations Fund	0	0	

Workers' Compensation Fund (081)

Department	Source of Funds	Use of Funds	Explanation
Insurance Claims		51,453	Increases the Insurance Claims appropriation to cover higher than budgeted Workers' Compensation Claim expenses. The City has experienced a greater volume of claim activities and those claims along with older maturing claims are being paid. Finance and Human Resources Department will continue to work with a third-party actuary to determine long-term projections for these payments.
Reserve for Claims		(51,453)	Decreases the Reserve for Claims to offset the action recommended above.
Total Workers' Compensation Fund	0	0	

Special Liability Insurance Fund (082)

Department	Source of Funds	Use of Funds	Explanation
Legal Services Agreements		489,597	The City experienced higher levels of activities that require representation from outside counsel. This action increases appropriations for contractual services to cover higher than budgeted legal services in order to aid in the prompt execution and processing of legal services agreements, which can be very time sensitive.
Reserve for Claims		(489,597)	Decreases the Reserve for Claims to offset the action recommended above.
Total Special Liability Insurance Fund	0	0	

FY 2018/19 Budget Amendments

Solid Waste Fund (096)			
Department	Source of Funds	Use of Funds	Explanation
Charges for Services / Department of Public Works - Materials, Services and Supplies and Resources and Production	1,357,376	1,357,376	Garbage collection expenses were accrued for services provided for FY 2018/19 year end. This budget amendment corrects the expense overage, which is offset by related additional revenues.
Total Solid Waste Fund	1,357,376	1,357,376	
Water Recycling Fund (097)			
Department	Source of Funds	Use of Funds	Explanation
Water and Sewer Utilities Department - Resources and Production		986,346	The Water and Sewer Utilities Department makes monthly payments for water purchases. In prior years, the June invoice has been paid the following month and fiscal year; therefore, funding for the June 2019 invoice was not incorporated into the FY 2018/19 operating budget. However, the Department encumbered funds for the June 2019 invoice for water purchases in FY 2018/19, resulting in an over expended budget. This action appropriates additional funding in the Water Recycling Fund to correct the overage.
Ending Fund Balance		(986,346)	Decreases the ending fund balance to offset the action recommended above.
Total Water Recycling Fund	0	0	

FY 2019/20 Budget Amendments

General Fund (001)			
Department	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance	57,764,450		Unrestricted Beginning Fund Balance based on actual FY 2018/19 performance.
Stadium Operation - Rent	(2,700,000)		Decreases the budget estimate for Stadium Operation Rent, specifically for non-NFL performance-based rent.
Encumbrance Carryover		(1,170,040)	As approved in the FY 2019/20 and 2020/21 Adopted Operating Budget, the IT operating budget has been moved to its own internal service fund. This action reduces the encumbrance carryover in the General Fund for all Information Technology encumbrances to transfer to the IT Services Fund.
Transfer to Information Technology Services Fund		1,170,040	Establishes a transfer to the Information Technology Services Fund to reallocate IT's encumbrances from the General Fund to the IT Services Fund.
Non-Departmental - E-Discovery		200,000	Carries over \$0.2 million in the Non-Departmental operating budget for items related to E-Discovery, including, but not limited to, the digitalization of City documents, updating the City's retention schedule and data clean-up.
Transfer to Public Buildings Capital Fund		150,000	Establishes a transfer from the General Fund to the Public Buildings Capital Fund, Civic Center Campus Renovation project for additional needs.
City Manager's Office - Worker Cooperative		100,000	Appropriates funding to the City Manager's Office to provide resources to local businesses looking to transition to the Worker Cooperative Business Model, referred to the City Council for approval by the Economic Development, Communications, and Marketing Committee on September 18, 2019.
Non-Departmental - Fair Labor Standards Act (FLSA)		1,800,000	Carries over \$1.2 million in unspent funding for FLSA payouts and allocates additional \$0.6 million to cover the General Fund portion of retroactive overtime costs associated with FLSA requirements across all bargaining groups and related legal fees.
Interdepartmental Services / Finance Department	713,000	713,000	Increases Interdepartmental Service Revenue from Electric Utility Department for five customer service related staff and one Contracts Manager in Utility Billing and Purchasing divisions, respectively; and appropriate related Salaries and Benefits expenses.
City Clerk's Office		270,000	Increases appropriations in the City Clerk's Office for costs associated with holding a Special Election to appoint a Police Chief and one ballot measure.

FY 2019/20 Budget Amendments

General Fund (001)			
Department	Source of Funds	Use of Funds	Explanation
Building Inspection Reserve		6,432,807	The Building Inspection Reserve was established by the City Council to account for surplus funds generated from user fees in the Community Development Department's Building Inspection Division. Funds accumulated is used to fund Building Division costs in years when current year fees do not cover the full costs of services related to the Building Inspection Division. Based on the final reconciliation of actual activity, restricted funding is recommended to be transferred to the Building Inspection Reserve.
Advanced Planning Reserve		578,374	The Advanced Planning Fee is collected as a portion of planning and building fees. This funding is set aside for future long-range planning activities. Based on the final reconciliation of actual activity, restricted funding is recommended to be transferred to the Advanced Planning Fee Reserve.
Pension Stabilization Reserve		3,500,000	Increases the contribution to the General Fund Pension Stabilization Reserve, to set aside funds in an effort to continue the reduction of the City's Unfunded Actuarial Liability (UAL) for retirement costs.
Transfer to the Special Liability Fund		6,500,000	Establishes a transfer to the Special Liability Fund to increase the Reserve for Claims balance in order to provide funds for anticipated settlements.
Transfer to the Workers' Compensation Fund		1,426,453	Establishes a transfer to the Workers' Compensation Fund to increase the Reserve for Claims balance in order to maintain the \$2.5 million reserve level targeted by the City Council.
Transfer from the Public Buildings Capital Fund	142,896		Establishes a transfer from the Public Buildings Capital Fund from projects with additional savings that can be returned to the General Fund - Capital Projects Reserve.
Fire Department		350,000	Increases the firefighter bargaining group's FLSA eligible overtime pay estimate amount for FY 2019/20.
Transfer from the Recreation Programs Operations Fund	164,716		Increases the transfer from the previously unbudgeted Recreation Programs Operations Fund to close out the fund.
Transfer from the Community Activities Fund	190,514		Increases the transfer from the previously unbudgeted Community Activities Fund to close out the fund.
Transfer to the Parks and Recreation Capital Fund		183,056	Establishes a transfer to the Parks and Recreation Capital Fund for the purchase of gym equipment for the Senior Center. The funding source is from the Health Services account transferred in from the Community Activities Fund.
Other Agencies Revenue (Police Department)	60,000		Increases the revenue estimate for the D.A.R.E. Reimbursement for public schools to reflect the new agreement signed with the Santa Clara Unified School District in August 2019.
Other Agencies Revenue (Police Department)	30,000		Increases the revenue estimate for vehicle release fees related to recovery fees for towed vehicles that was inadvertently omitted from the adopted operating budget.

FY 2019/20 Budget Amendments

General Fund (001)

Department	Source of Funds	Use of Funds	Explanation
Other Fees for Services	6,170		Increases the revenue estimate for interdepartmental services to correspond to the services being charged in the Water Utility and Sewer Utility Funds.
Other Agencies Revenue / Santana West Reserve - Transportation and Housing	5,000,000	5,000,000	Increases the Other Agencies Revenue budget estimate and establishes the Santana West Reserve to recognize and set aside the \$5.0 million settlement payment for Santana West to fund transportation improvements and affordable housing.
Budget Stabilization Reserve		19,025,160	Increases the contribution to the Budget Stabilization Reserve.
Capital Projects Reserve		15,142,896	Increases the contribution to the Capital Projects Reserve.
Total General Fund	61,371,746	61,371,746	

Community Facilities District No. 2019-1 (Lawrence Station) Fund (027)

Department	Source of Funds	Use of Funds	Explanation
Special Tax Revenue / Various Department Expenditures	(226,374)	(181,099)	Decreases special assessment on Lawrence Station community facilities district (CFD) and related expenditures appropriated to various departments involved in servicing the CFD to align with actual building permit activity.
Ending Fund Balance		(45,275)	Decreases the ending fund balance mandated at 20% of special assessment revenues from above action.
Total Community Facilities District No. 2019-1 Fund	(226,374)	(226,374)	

Recreation Programs Operations Fund (041)

Department	Source of Funds	Use of Funds	Explanation
Transfer to the General Fund		164,716	Establishes a transfer to the General Fund to true up the remaining balances of supply fees from this previously unbudgeted fund.
Transfer to the Public Donations Fund		38,366	Establishes a transfer to the Public Donations Fund to true-up the balance from the Arts, Crafts and Wine Festival and Teens - Youth Commission programs fees.
Ending Fund Balance		(203,082)	Decreases the ending fund balance to offset the actions recommended above.
Total Recreation Programs Operations Fund	0	0	

Information Technology Services Fund (045)

Department	Source of Funds	Use of Funds	Explanation
Transfer from General Fund / Encumbrance Carryover	1,170,040	1,170,040	Recognizes a transfer from the General Fund to reallocate all Information Technology Department encumbrances, previously recorded in the General Fund, to the new Information Technology Services Fund.
Total Information Technology Services Fund	1,170,040	1,170,040	

FY 2019/20 Budget Amendments

Communication Acquisitions Fund (048)

Department	Source of Funds	Use of Funds	Explanation
Interdepartmental Charges / Ending Fund Balance	82,311	82,311	Increases the interdepartmental charges revenue to correctly align to the internal service fund allocations for all City departments and increases the fund balance to offset this action.
Total Communication Acquisitions Fund	82,311	82,311	

Public Donations Fund (067)

Department	Source of Funds	Use of Funds	Explanation
Transfer from the Community Activities Fund / Wade Brummal Scholarship Fund	997	997	Recognizes a transfer from the Community Activities Fund for the Wade Brummal Scholarship Fund. This trues-up the Wade Brummal allocation in the Public Donations Fund and closes out the Community Activities Fund.
Transfer from the Recreation Programs Operations Fund / Arts, Crafts and Wine Festival	34,558	34,558	Recognizes a transfer from the Recreation Programs Operations Fund to the Public Donations Fund for the Arts, Crafts and Wine Festival. This trues-up the Arts, Crafts and Wine Festival allocation in the Public Donations Fund and closes out the Recreation Programs Operations Fund.
Transfer from the Recreation Programs Operations Fund / Teens - Youth Commission	3,809	3,809	Recognizes a transfer from the Recreation Programs Operations Fund for the Youth Commission program. This trues-up the Youth Commission allocation in the Public Donations Fund and closes out the Recreation Programs Operations Fund.
Total Public Donations Fund	39,364	39,364	

Expendable Trust Fund (079)

Department	Source of Funds	Use of Funds	Explanation
Developer Contributions / Related	302,000	265,025	Recognizes and appropriates developer contributions relating to City-incurred expenses for the Related Santa Clara project.
Ending Fund Balance		36,975	Increases the ending fund balance to cover expenses incurred in FY 2018/19 pertaining to the Related project.
Transfer to Police Operating Grant Trust Fund / Seized Assets Program	12,920	12,920	Establishes a transfer from the Expendable Trust Fund to the Police Operating Grant Trust Fund for the Seized Assets Program.
Total Expendable Trust Fund	314,920	314,920	

Workers' Compensation Fund (081)

Department	Source of Funds	Use of Funds	Explanation
Transfer from the General Fund / Reserve for Claims	1,426,453	1,426,453	As of June 30, 2019, the Workers' Compensation Fund Reserve for Claims balance was approximately \$1.1 million due to high levels of claim activities that occurred during the fiscal year. The transfer from General Fund will fully fund the Reserve for Claims balance to \$2.5 million.
Total Workers' Compensation Fund	1,426,453	1,426,453	

FY 2019/20 Budget Amendments

Special Liability Insurance Fund (082)

Department	Source of Funds	Use of Funds	Explanation
Transfer from the General Fund / Reserve for Claims	6,500,000	6,500,000	Recognizes a transfer from the General Fund Budget Stabilization Reserve to provide additional resources for liability contingencies arising from the City's self-insurance liability program.
Total Special Liability Insurance Fund	6,500,000	6,500,000	

Community Activities Fund (084)

Department	Source of Funds	Use of Funds	Explanation
Transfer to the General Fund		190,514	Increases the transfer to the General Fund to close out the fund.
Transfer to the Public Donations Fund		997	Establishes a transfer to the Public Donations Fund to true-up the balance from the Wade Brummal Scholarship Fund.
Ending Fund Balance		(191,511)	Decreases the ending fund balance to offset the actions recommended above.
Total Community Activities Fund	0	0	

Electric Utility Fund (091)

Department	Source of Funds	Use of Funds	Explanation
Electric Utility Department - Salaries and Benefits		85,000	Increases the Salaries and Benefits expenditures for adding one Meter Data Analyst.
Interdepartmental Services		713,000	Increases the Interdepartmental Services expenditure to Finance Department for Utility Billing and Purchasing staffing augmentation.
Transfer to the Street Lighting Capital Fund		110,211	Establishes a transfer to the Street Lighting Capital Fund to fully fund a project for uncollected Developer Contribution.
Ending Fund Balance		(908,211)	Decreases the ending fund balance to offset the actions recommended above.
Total Electric Utility Fund	0	0	

City Affordable Housing Fund (165)

Department	Source of Funds	Use of Funds	Explanation
Carryover for Developer Loan for 2904 Corvin Drive		5,000,000	On February 2, 2019, the City Council approved a \$5.0 million loan agreement to support the construction of 145 affordable housing units at 2904 Corvin Drive and funding for the approved loan commitment was appropriated in FY 2018/19. It is anticipated that the loan will be drawn in FY 2019/20 and this action reflects the carryover amounts needed for the loan disbursement.
Ending Fund Balance		(5,000,000)	Decreases the ending fund balance to offset the action recommended above.
Total City Affordable Housing Fund	0	0	

FY 2019/20 Budget Amendments

Police Operating Grant Trust Fund (177)

Department	Source of Funds	Use of Funds	Explanation
Other Agencies Revenue / Abandoned Vehicle Abatement Program	100,000	95,793	The Police Department receives a portion of vehicle registration fees from the County of Santa Clara for abandoned vehicle abatement. This action recognizes and appropriates anticipated funding related to the Abandoned Vehicle Abatement Program.
Transfer from Expendable Trust Fund	12,920		Establishes a transfer from the Expendable Trust Fund to cover costs incurred in the Police Operating Grant Trust Fund for the Seized Assets Program.
Ending Fund Balance		17,127	Increases the ending fund balance to offset the actions recommended above.
Total Police Operating Grant Trust Fund	112,920	112,920	

Fire Operating Grant Trust Fund (178)

Department	Source of Funds	Use of Funds	Explanation
Other Agencies Revenue / Urban Search And Rescue (USAR) Deployment	28,132	26,092	The Fire Department receives Federal Emergency Management Agency (FEMA) reimbursement for deployment upon emergencies. In FY 2018/19, more funds were expended than received and this action corrects that overage.
Ending Fund Balance		2,040	Increases the ending fund balance to offset the action recommended above.
Total Fire Operating Grant Trust Fund	28,132	28,132	

Certified Access Specialist (CASp) Training and Certification Fund (220)

Department	Source of Funds	Use of Funds	Explanation
Transfer from Deposits Fund / Ending Fund Balance	18,318	18,318	Recognizes a transfer from the Deposits Fund to the CASp Fund. This is a newly established fund in FY 2019/20 to track revenues received from the collection of fees and expenditures for CASp related training and certification, which was previously tracked in the City's Deposit Fund. At the end of FY 2018/19, revenues collected were higher than projected and this action will true-up the amount needed to close out the balance in the Deposits Fund.
Total Certified Access Specialist (CASp) Training and Certification Fund	18,318	18,318	

FY 2019/20 Budget Amendments

Public, Educational and Governmental (PEG) Fee Fund (221)

Department	Source of Funds	Use of Funds	Explanation
Transfer From General Government Capital Fund / Information Technology	594,946	594,946	Recognizes a transfer from the Institutional Telecommunications Networks and Broadcast Infrastructure Project in the General Government Capital Fund to the Public, Educational and Governmental (PEG) Fee Fund. PEG fees are restricted use funds and as part of the FY 2019/20 and 2020/21 Adopted Operating Budget, the PEG Fee Fund was established to keep these restricted funds separate from all other funding. This action transfers the remaining PEG fee allocations to the PEG Fee Fund to close out the CIP project.
Transfer From General Government Capital Fund / Encumbrance Carryover	222,006	222,006	Recognizes a transfer from the General Government Capital Fund to reallocate all project encumbrances, previously recorded in the Institutional Telecommunications Networks and Broadcast Infrastructure Project, to the new Information PEG Fee Fund.
Total Public, Educational and Governmental (PEG) Fee Fund	816,952	816,952	

Parks and Recreation Capital Fund (532)

Project	Source of Funds	Use of Funds	Explanation
Transfer from the General Fund / Senior Center Gym Equipment Replacement	183,056	183,056	Establishes a transfer from the General Fund to the Parks and Recreation Capital Fund and establishes a new project for the purchase of gym equipment for the Senior Center. This will fund the purchase of 16 pieces of cardio and full-body resistance equipment. The average age of the current gym equipment is over 20 years old and experiences breakdowns and repairs. The center is used by approximately 120,000 people annually.
Total Parks and Recreation Capital Fund	183,056	183,056	

Street Lighting Capital Fund (534)

Project	Source of Funds	Use of Funds	Explanation
Transfer from the Electric Utility Fund / Ending Fund Balance	110,211	110,211	Recognizes a transfer from the Electric Utility Operating Fund to Street Lighting Capital Fund reserve to fully account for closed New Development Street Lighting capital project, return to fund amount, for uncollected Developer Contribution.
Total Street Lighting Capital Fund	110,211	110,211	

FY 2019/20 Budget Amendments

Public Buildings Capital Fund (538)

Project	Source of Funds	Use of Funds	Explanation
Transfer in from Convention Center Enterprise Fund (Convention Center Condition Assessment Repairs Project)	(1,150,000)		Eliminates the transfer from the Convention Center Enterprise Fund as this revenue will be reflected as developer contributions.
Developer Contributions (Convention Center Condition Assessment Repairs Project)	1,150,000		Increases the developer contributions in the Convention Center Condition Assessment Repairs Project to reflect the Convention Center management vendor's capital contribution.
Transfer in from General Fund / Civic Center Campus Renovation (Multi-Department) Project	150,000	150,000	Recognizes and appropriates funding from the General Fund in the Civic Center Campus Renovation project for additional renovation needs at City Hall.
Transfer to the General Fund - Capital Projects Reserve		68,929	Establishes a transfer to the General Fund Capital Project Reserve from the Overfill-Tank Replacement project savings.
Overfill-Tank Replacement Project		(68,929)	Decreases the appropriation to return project savings to the original funding source.
Transfer to the General Fund - Capital Projects Reserve		73,967	Establishes a transfer to the General Fund Capital Project Reserve from the Repair to Historic Buildings project savings.
Repair to Historic Buildings Project		(73,967)	Decreases the appropriation to return project savings to the original funding source.
	150,000	150,000	

General Government Capital Fund (539)

Project	Source of Funds	Use of Funds	Explanation
Institutional Telecommunications Networks and Broadcast Infrastructure capital project		(816,952)	Eliminates the budget in the Institutional Telecommunications Networks and Broadcast Infrastructure Project and closes out this capital project. These funds will be transferred to the PEG Fee Fund.
Transfer to Public, Educational and Governmental (PEG) Fee Fund		816,952	Establishes a transfer to the Public, Educational and Governmental (PEG) Fee Fund from the General Government Capital Fund to separately account for all PEG related revenue and expenditures.
Total General Government Capital Fund	0	0	

Housing and Urban Development Fund (562)

Project	Source of Funds	Use of Funds	Explanation
HOME Investment Partnership Program and Community Development Block Grant Funding	79,718	(1,140,461)	Increases revenues to reflect the total expected resources from the U.S. Department of Housing and Urban Development in the form of Community Development Block Grant and HOME Investment Partnerships Program (HOME) funds. Additionally, this action decreases appropriations to reflect the final allocation amounts as outlined in the Final Annual Action Plan approved by the City Council in May 7, 2019.
Ending Fund Balance		1,220,179	Increases the ending fund balance to offset the action recommended above.
Total Housing and Urban Development Fund	79,718	79,718	

FY 2019/20 Budget Amendments

Electric Utility Capital Fund (591)

Project	Source of Funds	Use of Funds	Explanation
Public Benefits Program Project		62,553	Increases the Public Benefits Program Project budget due to monies received, but not previously appropriated as expenditures.
Public Benefits Reserve		(62,553)	Decreases the Public Benefits Cash Reserve by the amount in the action recommended above.
Distributed Antenna System Development Project		(192,595)	Decreases the Distributed Antenna System Development Project's remaining balance to reflect year-end true-up and returns these savings to fund balance.
Northwestern Substation Expansion Project		(166,857)	Decreases the Northwestern Substation Expansion Project's remaining balance to reflect year-end true-up and returns these savings to fund balance.
Silicon Valley Power Utility Center Project		6,700,000	Increases the appropriations for the Silicon Valley Power Utility Center Project to offset the revenue shortfall resulting from unmaterialized property sale previously programmed to be transferred in from Electric Utility Operating Fund.
Ending Fund Balance		(6,340,548)	Decreases the ending fund balance to offset the recommended actions above.
Total Electric Utility Capital Fund	0	0	

Sewer Utility Capital Fund (594)

Project	Source of Funds	Use of Funds	Explanation
Sanitary Sewer Hydraulic Modeling Support Project		60,000	Increases funding in the Sanitary Sewer Hydraulic Modeling Support Project to fund expenses related to a sewer lift station study performed by an as-needed consultant that was not included as part of the initial project budget. There are sufficient savings in the Sanitary Sewer Pump Station Improvement project to be transferred over to cover these costs.
Sanitary Sewer Pump Station Improvement Project		(60,000)	Reallocates \$60,000 of funding from the Sanitary Sewer Pump Station Improvement Project to the Sanitary Sewer Hydraulic Modeling Support Project. This action also increases the project appropriation.
Total Sewer Utility Capital Fund	0	0	

Convention Center Enterprise Fund (860)

Department	Source of Funds	Use of Funds	Explanation
Contractual Services		150,000	Appropriates funding for performance audits at the Convention Center related to the prior operations management vendor.
Ending Fund Balance		(150,000)	Decreases the ending fund balance to offset the action recommended above.
Spectra Capital Contribution / Transfer to the Public Buildings Capital Fund	(1,150,000)	(1,150,000)	Eliminates the capital contribution budget and the transfer to Public Buildings Capital Fund as these funds will be directly reflected in the Public Buildings Capital Fund as Developer Contributions in the Convention Center Condition Assessment Repairs capital project.
Total Convention Center Enterprise Fund	(1,150,000)	(1,150,000)	

Summary of Other Funds Performance

Special Revenue Fund Revenues FY 2018/19 Final Budget vs. Actual by Fund

Fund Description	Final Budget	Cash Revenues	Accrued Revenues	Total Revenue	Variance Favorable/ (Unfavorable)	Percent Variance
City Affordable Housing Fund	696,703	378,562	0	378,562	(318,141)	-45.7%
Convention Center Maintenance District Fund	1,563,119	1,569,987	0	1,569,987	6,868	0.4%
Downtown Parking Maintenance District Fund	189,742	191,269	0	191,269	1,527	0.8%
Fire Operating Grant Trust Fund	347,304	508,350	80,363	588,713	241,408	69.5%
Housing and Urban Development Fund	2,914,407	2,212,645	289,847	2,502,492	(411,915)	-14.1%
Housing Authority Fund	260,000	402,776	0	402,776	142,776	54.9%
Housing Successor Agency Fund	581,000	2,227,849	0	2,227,849	1,646,849	283.5%
Parks and Recreation Operating Grant Trust Fund	216,328	129,532	13,469	143,001	(73,327)	-33.9%
Road Maintenance Rehabilitation (SB1) Fund	2,050,000	2,234,223	424,171	2,658,395	608,395	29.7%
Total	8,818,603	9,855,193	807,850	10,663,043	1,844,440	20.9%

Special Revenue Fund Expenditures FY 2018/19 Final Budget vs. Actual by Fund

Fund Description	Final Budget	Cash Expenditures	Accrued Expenditures	Total Expenditures	Variance Favorable/ (Unfavorable)	Percent Variance
City Affordable Housing Fund	7,031,249	757,314	0	757,314	6,273,935	89.2%
Convention Center Maintenance District Fund	1,660,891	1,645,383	40,889	1,686,271	(25,381)	-1.5%
Downtown Parking Maintenance District Fund	345,742	260,616	2,067	262,683	83,059	24.0%
Fire Operating Grant Trust Fund	(19,948)	223,497	0	223,497	(243,445)	1220.4%
Housing and Urban Development Fund	4,900,225	3,285,452	6,051	3,291,503	1,608,722	32.8%
Housing Authority Fund	310,987	87,568	75	87,643	223,344	71.8%
Housing Successor Agency Fund	913,327	621,996	63,330	685,326	228,001	25.0%
Parks and Recreation Operating Grant Trust Fund	214,246	140,073	0	140,073	74,172	34.6%
Road Maintenance Rehabilitation (SB1) Fund	2,749,210	2,749,210	0	2,749,210	0	0.0%
Total	18,105,928	9,771,108	112,412	9,883,520	8,222,408	45.4%

Summary of Other Funds Performance

Internal Service Fund Revenues FY 2018/19 Final Budget vs. Actual by Fund

Fund Description	Final Budget	Cash Revenues	Accrued Revenues	Total Revenues	Variance Favorable/ (Unfavorable)	Percent Variance
Communication Acquisitions Fund	400,000	400,000	0	400,000	0	0.0%
Fleet Operations Fund	4,655,731	4,626,070	1,143	4,627,213	(28,518)	-0.6%
Special Liability Insurance Fund	5,887,270	5,994,810	28,708	6,023,518	136,248	2.3%
Workers' Compensation Fund	4,000,000	4,751,082	0	4,751,082	751,082	18.8%
Unemployment Insurance Fund	71,000	71,000	0	71,000	0	0.0%
Vehicle Replacement Fund	3,926,699	3,615,913	17,302	3,633,215	293,484	7.5%
Total	18,940,700	19,458,875	47,153	19,506,028	1,152,296	6.1%

Internal Service Funds Expenditures FY 2018/19 Final Budget vs. Actual by Fund

Fund Description	Final Budget	Cash Expenditures	Accrued Expenditures	Total Expenditures	Variance Favorable/ (Unfavorable)	Percent Variance
Communication Acquisitions Fund	557,290	220,455	0	220,455	336,835	60.4%
Fleet Operations Fund	4,955,141	4,970,111	0	4,970,111	(14,970)	-0.3%
Special Liability Insurance Fund	6,594,257	7,083,853	0	7,083,853	(489,596)	-7.4%
Workers' Compensation Fund	5,375,000	5,426,453	0	5,426,453	(51,453)	-1.0%
Unemployment Insurance Fund	71,000	58,169	0	58,169	12,831	18.1%
Vehicle Replacement Fund	5,897,420	4,882,173	0	4,882,173	1,015,247	17.2%
Total	23,450,107	22,641,215	0	22,641,215	808,892	3.4%

Summary of Other Funds Performance

Enterprise Fund Revenues FY 2018/19 Final Budget vs. Actual by Fund

Fund Description	Final Budget	Cash Revenue	Accrued Revenue	Total Revenue	Variance Favorable/ (Unfavorable)	Percent Variance
Cemetery Fund	638,485	577,470	(38)	577,432	(61,053)	-9.6%
Convention Center Enterprise Fund	7,858,667	13,151,876	0	13,151,876	5,293,209	67.4%
Electric Utility Fund	441,272,138	412,912,153	35,858,591	448,770,744	7,498,606	1.7%
Sewer Utility Fund	40,804,625	38,754,370	2,758,021	41,512,391	707,766	1.7%
Solid Waste Fund	24,727,035	25,529,666	1,730,792	27,260,458	2,533,423	10.2%
Water Recycling Fund	7,080,000	6,542,289	617,997	7,160,286	80,286	1.1%
Water Utility Fund	50,333,600	47,982,849	2,244,353	50,227,201	(106,399)	-0.2%
Total	572,714,550	545,450,672	43,209,716	588,660,388	15,945,838	2.8%

Enterprise Fund Expenditures FY 2018/19 Final Budget vs. Actual by Fund

Fund Description	Final Budget	Cash Expenditures	Accrued Expenditures	Total Expenditures	Variance Favorable/ (Unfavorable)	Percent Variance
Cemetery Fund	1,249,766	1,177,991	9,978	1,187,969	61,797	4.9%
Convention Center Enterprise Fund	9,645,850	13,049,621	1,346	13,050,967	(3,405,117)	-35.3%
Electric Utility Fund	434,597,823	394,367,229	17,538,732	411,905,961	22,691,862	5.2%
Sewer Utility Fund	43,854,174	42,641,881	27,957	42,669,838	1,184,336	2.7%
Solid Waste Fund	26,275,533	26,210,992	1,421,917	27,632,909	(1,357,376)	-5.2%
Water Recycling Fund	5,844,172	6,830,518	-	6,830,518	(986,346)	-16.9%
Water Utility Fund	51,065,547	48,299,399	1,194,103	49,493,502	1,572,045	3.1%
Total	572,532,865	532,577,631	20,194,034	552,771,664	19,761,201	3.5%

**Year-End CIP Carryover True-Up
Fiscal Year Ending June 30, 2019**

Fund 532 - Parks and Recreation Capital Fund

Project ID	Project Title	Adopted Carryover Balance	Final Carryover Balance	Variance/ True- Up
Revenues				
3183	Central Park Arbor Playground	\$ 1,800,000	\$ 1,800,000	\$ -
3179	Ulistac Natural Area Maintenance	115,655	82,646	(33,009)
	Total	\$ 1,915,655	\$ 1,882,646	\$ (33,009)
Expenditures				
3183	Central Park Arbor Playground	\$ 3,700,000	\$ 3,700,000	\$ -
3184	Montague Park Enhancement	2,579,185	2,579,185	-
3001	Park Improvements	558,967	535,564	(23,403)
3180	Youth Soccer Park Field #3	510,352	512,750	2,398
3177	Youth Soccer Fields & Athletic Facilities- Reed & Grant Street	403,793	140,310	(263,483)
3178	Playground Construction	383,090	376,237	(6,853)
3181	Park Impact Fees (Quimby, MFA, Developer) Monitoring Project New	246,583	244,248	(2,335)
3182	Neighborhood Park & Community Garden (San Tomas & Monroe)	128,250	126,686	(1,564)
3179	Ulistac Natural Area Maintenance	95,813	93,513	(2,300)
3172	International Swim Center, Community Recreation Center, ISHOF Total	89,600	138,893	49,293
		\$ 8,695,633	\$ 8,447,386	\$ (248,247)

Fund 533 - Streets and Highways Capital Fund

Project ID	Project Title	Adopted Carryover Balance	Final Carryover Balance	Variance/ True- Up
Revenues				
1235	Annual Street Maintenance and Rehabilitation Program	\$ 5,422,881	\$ 5,422,881	\$ -
1237	MCB/GAP Intersection Improvement Project	3,056,086	3,056,086	-
1391	Bowers Avenue Signal Timing Project	590,000	590,000	-
1202	Agnew Road At-Grade Crossing	569,410	569,067	(343)
1385	Santa Clara Citywide ITS Project 1 (Tasman, GAP, Homestead, etc.)	500,000	500,000	-
1386	Santa Clara Citywide ITS Project 2 (Lafayette, Benton, and Monroe)	500,000	500,000	-
1376	Vehicle Emissions Reductions Based in School (VERBS) Phase 2	454,615	454,615	-
1208	Homestead Road Signal Timing	300,000	300,000	-
1392	SRTS Pedestrian Infrastructure Improvements Project	290,000	290,000	-
1209	Agnew Road/De La Cruz Blvd Signal Timing	220,000	220,000	-
1390	Lafayette Street Signal Timing Project	210,000	210,000	-
1242	Intersection Improvements - El Camino Real at San Tomas Expressway - Phase "B"	202,451	202,451	-
1244	Scott Boulevard Traffic Signal & Interconnection	200,000	200,000	-
1233	Pedestrian Master Plan*	174,164	145,088	(29,076)
1207	Lick Mill Blvd Signal Timing	166,000	166,000	-
1210	Mission College Bike Lanes Project	109,500	-	(109,500)
1245	Benton Bike Lanes	77,000	77,000	-
1379	Bicycle Plan	75,000	75,000	-
	Total	\$ 13,117,107	\$ 12,978,188	\$ (138,920)

**Year-End CIP Carryover True-Up
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Fund 533 - Streets and Highways Capital Fund

Project ID	Project Title	Adopted Carryover Balance	Final Carryover Balance	Variance/ True- Up
Expenditures				
1237	MCB/GAP Intersection Improvement Project	\$ 6,653,868	\$ 6,631,759	\$ (22,109)
1235	Annual Street Maintenance and Rehabilitation Program	4,723,255	4,962,918	239,663
1226	Uncontrolled Crosswalks Improvements	1,982,358	1,849,708	(132,650)
1227	Changeable Message Signs	1,706,055	1,706,055	-
1213	Annexed Neighborhood Street Improvements	1,464,436	1,464,436	-
1236	Traffic Signal Modification	1,321,840	1,321,840	-
1224	Replacement of Traffic Signals in ECR-Lafayette St.-Newhall St.-Scott Blvd. Area	1,288,490	1,288,490	-
1204	Saratoga Creek Trail (Homeridge Park to Central Park)	1,006,965	506,221	(500,744)
1391	Bowers Avenue Signal Timing Project	637,866	7,896	(629,970)
1202	Agnew Road At-Grade Crossing	569,067	569,067	-
1211	Neighborhood Traffic Calming	540,206	540,206	-
1244	Scott Boulevard Traffic Signal & Interconnection	510,000	418,300	(91,700)
1217	Central Control Traffic Signal Upgrade	504,435	486,216	(18,219)
1386	Santa Clara Citywide ITS Project 2 (Lafayette, Benton, and Monroe)	444,504	435,504	(9,000)
1212	LED Traffic Signal & Safety Light Replacements	406,692	406,692	-
1392	SRTS Pedestrian Infrastructure Improvements Project	382,018	2,222	(379,796)
1239	Adaptive Signal System	350,000	350,000	-
1206	Bicycle Lane Improvements on Pruneridge Avenue at Lawrence Expressway	346,728	346,047	(681)
1230	Public Right-of-Way Landscaping Improvement	309,566	309,566	-
1385	Santa Clara Citywide ITS Project 1 (Tasman, GAP, Homestead, etc.)	284,891	265,391	(19,501)
1220	Pedestrian and Bicycle Enhancement Facilities	262,430	213,944	(48,486)
1218	Traffic Pre-Emptors	257,510	282,265	24,755
1216	Traffic Studies and Signal Needs Assessment/Upgrade	221,533	221,533	-
1221	Traffic Monitoring at Various Locations - Phase "C"	200,717	200,717	-
1203	Annual Creek Trail Rehabilitation Program	200,000	200,000	-
1325	Bridge Maintenance Program	194,894	194,894	-
1214	Coleman Avenue Widening	189,797	189,797	-
1222	Citywide Accessible Pedestrian Signal Installation	188,768	188,768	-
1245	Benton Bike Lanes	150,000	150,000	-
1238	Pedestrian Crosswalk Sensors	150,000	150,000	-
1215	Sidewalk Installation Program	114,062	114,062	-
1219	Traffic Signal Enhancements	97,354	59,224	(38,130)
1205	Pepper Tree Neighborhood Traffic Calming Study	89,745	89,745	-
1357	Traffic Signal Controller Upgrade	80,872	80,872	-
1228	Replacement of Underground Traffic Signal Infrastructure	70,122	70,122	-
1376	Vehicle Emissions Reductions Based in School (VERBS) Phase 2	57,824	57,824	-
1240	Annual Curb Ramp Installation	15,000	15,000	-
1225	Santa Clara Valley Transportation Authority - Congestion Management Program	2,118	2,118	-
1210	Mission College Bike Lanes Project	-	677	677
1246	Lafayette Bassett Bike Lane	-	600,000	600,000
1247	Lick Mill East River HAWK Installation	-	750,000	750,000
Total		\$ 27,975,986	\$ 27,700,095	\$ (275,891)

**Year-End CIP Carryover True-Up
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Fund 534 - Street Lighting Capital Fund

Project ID	Project Title	Adopted Carryover Balance	Final Carryover Balance	Variance/ True- Up
Expenditures				
2875	Great America Street Light Replacement Project	\$ 4,110,230	\$ 4,109,796	\$ (434)
2874	LED Street Lighting Retrofit	1,721,382	1,721,382	-
2876	LED Street Flood Lighting Retrofit	80,000	80,000	-
2871	Miscellaneous Street Lighting	15,536	14,007	(1,529)
	Total	\$ 5,927,148	\$ 5,925,185	\$ (1,963)

Fund 535 - Storm Drains Capital Fund

Project ID	Project Title	Adopted Carryover Balance	Final Carryover Balance	Variance/ True- Up
Expenditures				
1842	Westside Retention Basin Pump Station Pump Replacement Project	\$ 729,121	\$ 729,121	\$ -
1838	Storm Pump Motor and Control Replacement	416,119	347,986	(68,133)
1837	Storm Water Retention Basin Remediation	347,474	347,474	-
1835	Storm Drain Outfall Reconstruction Program	193,143	193,143	-
1841	Laurelwood Pump Station Rehabilitation	134,120	131,755	(2,365)
1834	Storm Drain System Improvements	133,268	133,268	-
1840	Kiely Blvd.-Saratoga Creek Storm Drain Outfall Relocation	125,500	125,500	-
1811	Pump Station Rehabilitation	91,887	91,887	-
1839	Urban Runoff Pollution Prevention Program (URPPP)	81,147	60,226	(20,921)
	Total	\$ 2,251,779	\$ 2,160,360	\$ (91,419)

Fund 536 - Fire Capital Fund

Project ID	Project Title	Adopted Carryover Balance	Final Carryover Balance	Variance/ True- Up
Revenues				
4084	Protective Equipment Replacement	\$ 14,933	\$ -	\$ (14,933)
	Total	\$ 14,933	\$ -	\$ (14,933)
Expenditures				
4084	Protective Equipment Replacement	\$ 226,979	\$ 189,986	\$ (36,993)
4094	Computer Aided Dispatch (CAD) Alerting System Upgrade	188,444	188,456	12
4085	Emergency Operations Center Communications System Upgrade	41,382	40,599	(783)
4086	Emergency Operations Center Capital Refurbishment	39,249	35,573	(3,676)
4097	Diesel Exhaust Removal Systems	35,000	35,000	-
4088	EMS System First Responder Projects	13,116	13,116	-
4095	Emergency Response Technology Updates	11,148	11,148	-
	Total	\$ 555,318	\$ 513,878	\$ (41,440)

**Year-End CIP Carryover True-Up
Fiscal Year Ending June 30, 2019**

Fund 537 - Library Capital Fund

Project ID	Project Title	Adopted Carryover Balance	Final Carryover Balance	Variance/ True- Up
Expenditures				
5049	Public Spaces	\$ 213,180	\$ 173,114	\$ (40,066)
5044	Remodel of Mission Branch Library	9,860	12,322	2,462
	Total	\$ 223,040	\$ 185,436	\$ (37,604)

Fund 538 - Public Buildings Capital Fund

Project ID	Project Title	Adopted Carryover Balance	Final Carryover Balance	Variance/ True- Up
Expenditures				
6154	Convention Center Condition Assessment Repairs	\$ 3,000,000	\$ 3,000,000	\$ -
6158	Consolidate Stationary Standby Generators	2,961,274	2,949,288	(11,985)
6047	City Building Assessment	209,210	209,210	-
6159	Fall Safety Building Improvements	200,000	200,000	-
6137	Hazardous Material Management for Soil and Groundwater on City Properties	192,000	191,698	(302)
6123	Public Building Parking Lot Improvements	162,105	162,105	-
6149	HVAC Chiller Unit	149,796	487,346	337,550
6139	Repair to Historic Buildings	100,000	100,000	-
6054	Street Corporation Yard Renovation	91,276	90,301	(975)
6140	Triton Museum Repair and Modifications	80,000	72,360	(7,640)
6147	Building Security Upgrade	44,989	44,989	-
6153	ADA Self Evaluation and Transition Plan Update	10,529	10,529	-
6085	Cafeteria Upgrade	9,038	8,769	(269)
6150	City Hall Security & Key System Upgrade	-	116,735	116,735
	Total	\$ 7,210,216	\$ 7,643,330	\$ 433,114

Fund 539 - General Government Capital Fund

Project ID	Project Title	Adopted Carryover Balance	Final Carryover Balance	Variance/ True- Up
Revenues				
6118	CAD/RMS System Replacement	\$ 207,000	\$ 207,000	\$ -
	Total	\$ 207,000	\$ 207,000	\$ -
Expenditures				
6547	Convention Center Land Purchase	\$ 4,108,395	\$ 4,108,395	\$ -
6075	Permit Information System	1,525,536	1,476,517	(49,019)
6118	CAD/RMS System Replacement	1,399,787	1,398,863	(924)
6501	FHRMS Update Project	742,056	792,201	50,145
6534	GIS Enterprise System (Geospatial Information System)	461,786	553,598	91,812
6505	Replace Network Equipment	434,840	425,876	(8,964)
6072	Institutional Telecommunications Networks and Broadcast Infrastructure	393,258	549,935	156,677
6555	Office Reconfiguration	379,390	356,191	(23,199)
6559	Downtown Master Plan	310,000	310,000	-
6552	Financial Management System Replacement	272,000	272,000	-
6018	Convention Center Repairs and Upgrades	236,684	236,684	-
6549	Agenda and Document Management Systems	215,726	202,320	(13,406)
6514	Consolidate and Upgrade Servers	216,460	216,460	-

**Year-End CIP Carryover True-Up
Fiscal Year Ending June 30, 2019**

Fund 539 - General Government Capital Fund

Project ID	Project Title	Adopted Carryover Balance	Final Carryover Balance	Variance/ True- Up
Expenditures				
6557	Fire Station Video Conferencing	\$ 198,961	\$ 198,961	\$ -
6003	Broadband Community System General Government Network (GGNET)	175,905	171,518	(4,387)
6532	Intranet Collaboration Suite Implementation	175,375	175,375	-
6550	Cyber Security Risk Mitigation	173,665	140,118	(33,547)
6521	Web Content Management System	151,114	151,114	-
6551	End User/Desktop Transformation	147,112	95,851	(51,261)
6513	Computer Replacement Program	145,646	145,646	-
6520	Zoning Code Update	89,000	86,851	(2,149)
6053	Telephone System Enhancements	56,895	52,118	(4,777)
6558	Morse Mansion Rehabilitation	21,342	20,602	(740)
6541	1021-1031 El Camino Real Development Site	4,517	11,197	6,680
	Total	\$ 12,035,450	\$ 12,148,389	\$ 112,939

Fund 591 - Electric Utility Capital Fund

Project ID	Project Title	Adopted Carryover Balance	Final Carryover Balance	Variance/ True- Up
Revenues				
2433	Parker Substation	\$ 3,500,000	\$ 3,500,000	\$ -
2403	Install Fairview Substation	3,490,000	3,490,000	-
2124	Transmission System Reinforcements	3,000,000	3,000,000	-
2410	Replace 115/60kV Transformers	2,000,000	2,000,000	-
2004	Fiber Development, Design, and Expansion	308,911	305,197	(3,714)
2398	Clean Energy and Carbon Reduction	236,780	236,780	-
2418	Esperanca Substation	150,000	150,000	-
	Total	\$ 12,685,691	\$ 12,681,977	\$ (3,714)
Expenditures				
2126	Silicon Valley Power Utility Center	\$ 25,014,045	\$ 25,014,045	\$ -
2104	Serra Substation Re-Build	15,000,000	14,848,474	(151,526)
2410	Replace 115/60kV Transformers	11,090,420	11,090,420	-
2403	Install Fairview Substation	8,855,336	8,854,543	(793)
2124	Transmission System Reinforcements	6,475,290	6,066,232	(409,058)
2127	Major Engine Overhaul and Repair	6,000,000	6,081,795	81,795
2404	Install Phase Shifting Transformer at NRS	2,800,000	3,873,999	1,073,999
2433	Parker Substation	2,709,524	772,585	(1,936,939)
2421	Relocation of Electric Crossings for CalTrain	2,477,062	2,409,968	(67,094)
2427	Mitsubishi Steam Turbine Major Overhaul	2,400,000	2,436,333	36,333
2111	Implementation of Advanced Metering Infrastructure (AMI)	2,000,000	1,905,367	(94,633)
2004	Fiber Development, Design, and Expansion	1,750,001	1,583,134	(166,867)
2006	Distribution Capital Maintenance and Betterments	1,500,000	1,709,652	209,652
2422	Northwestern Substation Expansion	1,500,000	1,500,000	-
2434	Replace Balance of Plant Control System (DCS)	1,500,000	1,500,000	-
2413	Distributed Antenna System Development	1,300,000	1,300,000	-
2398	Clean Energy and Carbon Reduction	1,281,215	1,212,520	(68,695)
2119	Generation Capital Maintenance and Betterments	1,200,000	1,074,794	(125,206)
2008	Substation Capital Maintenance & Betterments	1,000,000	1,082,473	82,473

**Year-End CIP Carryover True-Up
Fiscal Year Ending June 30, 2019**

Fund 591 - Electric Utility Capital Fund

Project ID	Project Title	Adopted Carryover Balance	Final Carryover Balance	Variance/ True- Up
Expenditures				
2125	Public Benefits Program	\$ 1,000,000	\$ 817,718	\$ (182,282)
2390	Network and Cyber Security Infrastructure	892,380	803,824	(88,556)
2435	DOT Gas Pipeline Upgrades and Repairs	800,000	850,000	50,000
2418	Esperanca Substation	750,000	750,000	-
2395	Operations and Planning Technology	678,818	665,464	(13,354)
2432	Yard Pavement Project	635,000	655,000	20,000
2010	Electric Yard Buildings and Grounds	606,350	605,541	(809)
2431	Homestead Substation Rebuild	500,000	500,000	-
2424	Substation Physical Security Improvements	500,000	500,000	-
2423	Utility Billing CIS Replacement	500,000	500,000	-
2425	DVR Gas Turbine Control System Upgrade	491,840	456,623	(35,217)
2426	DVR SCR and CO Catalyst Replacement	400,000	410,235	10,235
2429	Storm Water Compliance	400,000	400,000	-
2407	Bucks Creek Relicensing	315,105	160,603	(154,502)
2438	Underground/Above Ground Tank Replacement and Maintenance	300,000	300,000	-
2123	Customer Service Program Development	260,000	263,922	3,922
2437	Valve Replacement and Repair	248,253	248,253	-
2436	Piping System Repairs	200,000	268,107	68,107
2439	Hydro Controls Upgrade	150,000	175,000	25,000
2411	Control Center Transmission Outage Application Suite (TOA)	100,000	159,789	59,789
2108	SCADA System II Phase II	93,775	93,775	-
2409	Substation Protective Relay	79,185	7,250	(71,935)
2005	New Business Estimate Work	-	61,019	61,019
Total		\$ 105,753,599	\$ 103,968,457	\$ (1,785,142)

Fund 592 - Water Utility Capital Fund

Project ID	Project Title	Adopted Carryover Balance	Final Carryover Balance	Variance/ True- Up
Expenditures				
7054	Distribution System Replacement/Restoration	\$ 6,704,875	\$ 6,029,090	\$ (675,785)
7058	SCADA Improvements	1,972,919	1,972,919	-
7059	New and Replacement Wells	1,932,380	1,603,003	(329,377)
7060	Tank Rehabilitation	1,400,446	1,335,183	(65,263)
7057	Asset Management Program	925,771	895,771	(30,000)
7005	Buildings and Grounds	694,569	694,569	-
Total		\$ 13,630,960	\$ 12,530,535	\$ (1,100,425)

**Year-End CIP Carryover True-Up
Fiscal Year Ending June 30, 2019**

Fund 594 - Sewer Utility Fund

Project ID	Project Title	Adopted Carryover Balance	Final Carryover Balance	Variance/ True- Up
Expenditures				
1909	Sanitary Sewer Capacity Improvements	\$ 16,181,537	\$ 16,082,282	\$ (99,255)
1912	Sanitary Sewer System Improvements	6,193,129	4,999,732	(1,193,397)
1911	Sanitary Sewer System Condition Assessment	1,894,077	1,793,613	(100,464)
1916	Walsh Avenue @ San Tomas Aquino Creek Sanitary Sewer Siphon	750,000	750,000	-
1907	Development Extensions	220,445	220,445	-
	Total	\$ 25,239,188	\$ 23,846,072	\$ (1,393,116)

Fund 596 - Solid Waste Fund

Project ID	Project Title	Adopted Carryover Balance	Final Carryover Balance	Variance/ True- Up
Expenditures				
6109	Sanitary Landfill Development - Post Closure	\$ 272,922	\$ 81,064	\$ (191,858)
	Total	\$ 272,922	\$ 81,064	\$ (191,858)

**Year-End Grants Carryover
Fiscal Year Ending June 30, 2019**

Fund 001 - General Fund

Department	Grant Name	Final Carryover Balance - Revenue	Final Carryover Balance - Expenditures
City Manager's Office	Tobacco Free Community Grant	\$ 10,774	\$ 3,663
	Total	\$ 10,774	\$ 3,663

Fund 111 - Parks and Recreation Operating Grants Trust Fund

Department	Grant Name	Final Carryover Balance - Revenue	Final Carryover Balance - Expenditures
Parks and Recreation	Senior Nutrition Donation	\$ -	\$ 1,825
Parks and Recreation	Senior Nutrition Programs	-	361
	Total	\$ -	\$ 2,186

Fund 112 - Library Operating Grant Trust Fund

Department	Grant Name	Final Carryover Balance - Revenue	Final Carryover Balance - Expenditures
Library	FY1415 Central Studio	\$ -	\$ 389
Library	Adult Literacy FY18-19	-	23,855
	Total	\$ -	\$ 24,244

Fund 144 - Engineering Operating Grant Trust Fund

Department	Grant Name	Final Carryover Balance - Revenue	Final Carryover Balance - Expenditures
Community Development	One Bay Area Grant FY15-16	\$ 821,036	\$ -
Community Development	One Bay Area Grant City Match	-	52,754
Public Works	Vehicle Replacement Fee Countywide ITS 2015-16	20,000	16,464
	Total	\$ 841,036	\$ 69,217

Fund 177 - Police Operating Grant Trust Fund

Department	Grant Name	Final Carryover Balance - Revenue	Final Carryover Balance - Expenditures
Police	Bullet Proof Vest Program 2019	\$ 8,226	\$ 8,226
Police	Board of State & Community Correction	-	38,544
Police	Citizen Operations Public Safety 17-18	-	278,443
Police	Citizen Operations Public Safety 18-19	-	195,991
Police	Edward Byrne Memorial JAG FY17	12,254	12,254
Police	Tobacco Tax Act of 2016 Grant	364,900	364,564
Police	West Valley College Training Program	-	282,400
	Total	\$ 385,380	\$ 1,180,423

**Year-End Grants Carryover
Fiscal Year Ending June 30, 2019**

Fund 178 - Fire Operating Grant Trust Fund

Department	Grant Name	Final Carryover Balance - Revenue	Final Carryover Balance - Expenditures
Fire	Emergency Medical Service Communication	\$ 7,776	\$ 7,776
Fire	CalEPA Environment Enforcement Training	-	26,096
	Total	\$ 7,776	\$ 33,872

Fund 191 - Electric Operating Grant Trust Fund

Department	Grant Name	Final Carryover Balance - Revenue	Final Carryover Balance - Expenditures
Electric	Demonstration Energy Effectiveness Development	\$ 86,843	\$ 189,284
Electric	DEED Student internship Grant	-	1,000
	Total	\$ 86,843	\$ 190,284

Fund 532 - Parks and Recreation Capital Fund *

Department	Grant Name	Final Carryover Balance - Revenue	Final Carryover Balance - Expenditures
Parks and Recreation	All Inclusive Playground Grant	\$ 1,800,000	\$ 2,700,000
Parks and Recreation	Santa Clara Valley Water District 2016	82,646	82,646
	Total	\$ 1,882,646	\$ 2,782,646

Fund 533 - Streets and Highways CIP Fund *

Department	Grant Name	Final Carryover Balance - Revenue	Final Carryover Balance - Expenditures
Public Works	CalRecycle Grant 2018-19	\$ 274,033	\$ 274,033
Public Works	Congestion Mitigation & Air Quality FY14	454,615	57,824
Public Works	Transportation Development Act FY15-16	75,000	-
Public Works	Transportation Development Act FY18-19	600,000	600,000
Public Works	Transportation Fund for Clean Air 16-17	1,090,000	1,035,114
Public Works	Transportation Fund for Clean Air 17-18	795,500	892,493
Public Works	Transportation Fund for Clean Air 18-19	277,000	-
Public Works	Vehicle Replacement Fee Countywide ITS 2015-16	1,000,000	459,901
	Total	\$ 4,566,148	\$ 3,319,365

* Carryover Expenditures were included in the Adopted CIP Carryover.

**Year-End Grants Carryover
Fiscal Year Ending June 30, 2019**

Fund 536 - Fire Capital Fund *

Department	Grant Name	Final Carryover Balance - Revenue	Final Carryover Balance - Expenditures
Fire	Assistance to Firefighter FY1617	\$ 14,933	\$ 14,933
	Total	\$ 14,933	\$ 14,933

Fund 539 - General Government Capital Fund *

Department	Grant Name	Final Carryover Balance - Revenue	Final Carryover Balance - Expenditures
Police	National Incident Based Report System	\$ 207,000	\$ 207,000
	Total	\$ 207,000	\$ 207,000

Fund 591 - Electric Utility Capital Fund *

Department	Grant Name	Final Carryover Balance - Revenue	Final Carryover Balance - Expenditures
Electric	BAAQMD Clean Air Vehicle BACT	\$ 37,500	\$ 37,500
Electric	CDBG Entitlement Recovery Act	199,280	199,280
	Total	\$ 236,780	\$ 236,780

* Carryover Expenditures were included in the Adopted CIP Carryover.

Year-End Donations Carryover
Fiscal Year Ending June 30, 2019

Fund 67 - Public Donations Fund

Department	Donation Name	Final Carryover Balance - Revenue	Final Carryover Balance - Expenditures
City Manager's Office	S.C. Art In Public Places	\$ -	\$ 37,720
City Manager's Office	Donations - Art In Public Places	-	226
City Manager's Office	Donations - Undesignated	-	25
City Manager's Office	Donations - Mission City Community	-	67
City Manager's Office	Donations - Championship Teams	-	1,344
City Manager's Office	Donations - Help Your Neighbor	-	14,212
City Manager's Office	Bank Of Santa Clara Car Seat Program	-	500
Community Development	Donations - Berryessa Adobe	-	1,150
Community Development	Donations - Historical Preservation	-	4,166
Fire	Donations - Public Education Trust	-	1,384
Fire	Donations - Fire Safety	-	1,960
Parks and Recreation	Teens - Youth Commission	-	3,819 *
Parks and Recreation	Arts, Crafts & Wine Festival	-	194,345 *
Parks and Recreation	Case Management	-	4,969 **
Parks and Recreation	Wade Brummal Scholarship Fund	-	106,335 **
Police	Police - Voucher Program	-	3,540
Police	Police - Bicycle Safety Program	-	1,377
Police	Donation - Police K9 Program	-	7,000
	Total	\$ -	\$ 384,136

Fund 72 - Library Donations Trust Fund

Department	Donation Name	Final Carryover Balance - Revenue	Final Carryover Balance - Expenditures
Library	City Library Foundation Trust	\$ -	\$ 139,444
Library	Library Tote Bags	-	488
Library	Library Donations - Books	-	1,300
Library	Donations - In Memory J. Jaffer	-	1,440
Library	SCSQ Irvine Contribution	-	22,755
Library	Donations - Literacy Program	-	9,041
Library	Donations - In Memory Of M. Dry	-	4,000
Library	Donations - Summer Reading	-	744
	Total	\$ -	\$ 179,212

Fund 79 - Expendable Trust Fund

Department	Donation Name	Final Carryover Balance - Revenue	Final Carryover Balance - Expenditures
Fire	Environment Enforcement Fines - City	\$ -	\$ 32,189
Fire	Environment Enforcement Fines - Fire	-	17,000
Fire	CUPA Administration Enforcement Ordinance Penalties	-	139,509
Fire	Training Classes - Fire	-	20,917
Library	CLSA - Transaction Based Reimbursement	-	1,770
Library	Public Library Foundation	-	17,718
Police	Seized Asset Funds - State	-	246,117
Police	Seized Asset Funds - Local	-	41
Police	Seized Asset Funds - US Justice	-	267,483
Police	Shooting Range Recycled Casings	-	2,320
Police	Bingo Enforcement Fees	-	254,678
Public Works	Environment Enforcement Fines - Street	-	12,875
Public Works	Seized Asset Funds - Local	-	1,617
	Total	\$ -	\$ 1,014,236

* Final Balances are moved to the Public Donations Fund from the closing Recreation Programs Operations Fund

** Final Balances are moved to the Public Donations Fund from the closing Community Activities Fund

**Year-End Donations Carryover
Fiscal Year Ending June 30, 2019**

Fund 41 - Recreation Programs Operations Fund (Closing Fund)

Department	Final Balance to Public Donations Fund*		Final Balance to General Fund**	
Parks and Recreation	\$	198,163	\$	509,305
Total	\$	198,163	\$	509,305

Fund 84 - Community Activities Fund (Closing Fund)

Department	Final Balance to Public Donations Fund*		Final Balance to General Fund**	
Parks and Recreation	\$	111,304	\$	236,906
Total	\$	111,304	\$	236,906

* Final Balances are moved from the closing Recreations Programs Operations Fund and Community Activities Fund to the Public Donations Fund.

** Final Balances are moved from the closing Recreations Programs Operations Fund and Community Activities Fund to the General Fund.

Year-End Special Revenue Funds - Other Carryover
Fiscal Year Ending June 30, 2019

Fund 121 - Gas Tax Fund

Department	Fund Name	Final Carryover Balance - Revenue	Final Carryover Balance - Expenditures
Public Works	Gas Tax	\$ 442,053	\$ 1,798,831
	Total	\$ 442,053	\$ 1,798,831

Fund 122 - Road Maintenance and Rehabilitation (SB1) Fund

Department	Fund Name	Final Carryover Balance - Revenue	Final Carryover Balance - Expenditures
Public Works	Road Maintenance and Rehabilitation	\$ -	\$ 608,394
	Total	\$ -	\$ 608,394

Fund 123 - Traffic Mitigation Fund

Department	Fund Name	Final Carryover Balance - Revenue	Final Carryover Balance - Expenditures
Public Works	Traffic Mitigation	\$ -	\$ 4,442,376
	Total	\$ -	\$ 4,442,376

Summary of Beginning and Ending Fund Balance Adjustments

Fund No.	Fund	Reserve	FY 2018/19	FY 2018/19	Variance	FY 2019/20	FY 2019/20	Variance
			Estimated Ending Fund Balance	Actual Ending Fund Balance		Adopted Ending Fund Balance	Amended Ending Fund Balance	
1	General Fund	Budget Stabilization Reserve	56,465,505	62,930,167	6,464,662	54,944,711	80,434,532	25,489,821
1	General Fund	Capital Projects Reserve	24,304,445	22,044,954	(2,259,491)	14,656,039	27,539,444	12,883,405
1	General Fund	Building Inspection Reserve	9,008,488	9,281,903	273,415	9,224,466	15,930,688	6,706,222
1	General Fund	Advanced Planning Fee Reserve	368,749	368,749	0	368,749	947,123	578,374
1	General Fund	Technology Fee Reserve	0	284,129	284,129	0	284,129	284,129
1	General Fund	Land Sale Reserve	21,103,731	21,531,838	428,107	21,103,731	21,531,838	428,107
1	General Fund	Pension Stabilization Reserve	12,205,975	16,381,504	4,175,529	12,205,978	19,881,504	7,675,526
1	General Fund	Historical Preservation Reserve	88,081	88,445	364	88,081	88,445	364
1	General Fund	Unrestricted Fund Balance	0	57,764,450	57,764,450	0	0	0
1	General Fund	Santana West Reserve	0	0	0	0	5,000,000	5,000,000
25	Downtown Parking Maintenance District Fund	Unrestricted Fund Balance	267,668	352,254	84,586	258,998	343,584	84,586
26	Convention Center Maintenance District Fund	Unrestricted Fund Balance	140,082	121,569	(18,513)	116,390	97,877	(18,513)
27	Community Facilities District No. 2019-1 Fund	Capital Reserve	0	0	0	68,875	23,600	(45,275)
41	Recreation Programs Operations Fund	Unrestricted Fund Balance	353,730	707,468	353,738	0	0	0
48	Communication Acquisitions Fund	Unrestricted Fund Balance	970,704	664,947	(305,757)	877,384	653,938	(223,446)
50	Vehicle Replacement Fund	Unrestricted Fund Balance	3,693,437	2,990,791	(702,646)	3,590,372	2,887,726	(702,646)
53	Fleet Operations Fund	Unrestricted Fund Balance	240,626	318,040	77,414	252,454	329,868	77,414
67	Public Donations Fund	Unrestricted Fund Balance	0	74,664	74,664	0	0	0
72	Library Donations Trust Fund	Unrestricted Fund Balance	45,526	179,221	133,695	45,526	179,221	133,695
77	Endowment Care Fund	Unrestricted Fund Balance	1,570,635	1,578,026	7,391	1,660,635	1,668,026	7,391
79	Expendable Trust Fund	Unrestricted Fund Balance	0	977,262	977,262	0	0	0
81	Workers' Compensation Fund	Reserve for Future Claims	1,125,000	1,125,000	0	2,500,000	2,500,000	0
81	Workers' Compensation Fund	Unrestricted Fund Balance	(175,293)	1,000,302	1,175,595	1,199,707	1,051,755	(147,952)
82	Special Liability Insurance Fund	Reserve for Future Claims	4,000,000	3,724,901	(275,099)	4,000,000	10,000,000	6,000,000
82	Special Liability Insurance Fund	Unrestricted Fund Balance	176,870	(0)	(176,870)	0	224,901	224,901
84	Community Activities Fund	Unrestricted Fund Balance	156,700	348,210	191,510	0	0	0
91	Electric Utility Fund	Pension Stabilization Reserve	4,241,321	4,329,866	88,545	4,660,247	4,748,792	88,545
91	Electric Utility Fund	Unrestricted Fund Balance	57,104,166	102,134,203	45,030,037	26,976,562	38,890,108	11,913,546
91	Electric Utility Fund	Construction Reserve	5,078,163	5,078,163	0	29,061,663	53,045,163	23,983,500
91	Electric Utility Fund	Operations and Maintenance Reserve	95,708,577	98,947,182	3,238,605	101,374,973	112,838,359	11,463,386
92	Water Utility Fund	Pension Stabilization Reserve	138,968	140,672	1,704	997,097	997,097	0
92	Water Utility Fund	Rate Stabilization Reserve	0	0	0	244,093	4,722,214	4,478,121
92	Water Utility Fund	Operations and Maintenance Reserve	0	0	0	2,322,454	4,838,446	2,515,992
92	Water Utility Fund	Unrestricted Fund Balance	3,925,800	11,521,162	7,595,362	351,119	954,071	602,952
93	Cemetery Fund	Unrestricted Fund Balance	65,427	66,170	743	32,775	33,518	743
94	Sewer Utility Fund	Pension Stabilization Reserve	60,387	61,125	738	391,148	391,148	0
94	Sewer Utility Fund	Rate Stabilization Reserve	0	0	0	3,682,062	5,126,296	1,444,234
94	Sewer Utility Fund	Construction Reserve	0	0	0	7,519,142	11,519,142	4,000,000
94	Sewer Utility Fund	Unrestricted Fund Balance	9,523,249	15,242,462	5,719,213	623,615	899,332	275,717
96	Solid Waste Fund	Pension Stabilization Reserve	19,447	20,094	647	214,400	215,047	647
96	Solid Waste Fund	Rate Stabilization Reserve	0	0	0	280,337	2,539,798	2,259,461
96	Solid Waste Fund	Unrestricted Fund Balance	3,485,820	4,960,415	1,474,594	2,238,651	1,453,784	(784,867)
97	Water Recycling Fund	Pension Stabilization Reserve	9,468	9,599	131	49,059	49,059	0
97	Water Recycling Fund	Unrestricted Fund Balance	4,968,773	4,236,916	(731,857)	499,240	67,515	(431,725)
97	Water Recycling Fund	Construction Reserve	0	0	0	2,550,000	2,250,000	(300,000)
111	Parks and Recreation Operating Grant Trust Fund	Unrestricted Fund Balance	0	845	845	0	845	845

Summary of Beginning and Ending Fund Balance Adjustments

Fund No.	Fund	Reserve	FY 2018/19 Estimated Ending Fund Balance	FY 2018/19 Actual Ending Fund Balance	Variance	FY 2019/20 Adopted Ending Fund Balance	FY 2019/20 Amended Ending Fund Balance	Variance
112	Library Operating Grant Trust Fund	Unrestricted Fund Balance	0	24,494	24,494	20,000	44,494	24,494
121	Gas Tax Fund	Unrestricted Fund Balance	1,024,560	1,356,777	332,217	16,512	348,729	332,217
122	Road Maintenance and Rehabilitation (SB1) Fund	Unrestricted Fund Balance	0	373,337	373,337	0	373,337	373,337
123	Traffic Mitigation Fund	Unrestricted Fund Balance	3,030,240	4,448,849	1,418,609	3,030,240	4,448,849	1,418,609
144	Engineering Operating Grant Trust Fund	Unrestricted Fund Balance	0	(774,847)	(774,847)	0	0	0
164	Housing Authority Fund	Unrestricted Fund Balance	2,920,806	3,286,926	366,120	2,634,183	3,000,303	366,120
165	City Affordable Housing Fund	Unrestricted Fund Balance	2,345,809	8,301,604	5,955,795	1,128,626	2,477,572	1,348,946
169	Housing Successor Agency Fund	Unrestricted Fund Balance	10,525,409	12,400,259	1,874,850	9,964,020	11,838,870	1,874,850
177	Police Operating Grant Trust Fund	Unrestricted Fund Balance	0	777,915	777,915	0	0	0
178	Fire Operating Grant Trust Fund	Unrestricted Fund Balance	(3,853)	(2,036)	1,817	(3,852)	0	3,852
220	Certified Access Specialist (CASp) Training and Certification Fund	Unrestricted Fund Balance	0	0	0	24,155	42,473	18,318
221	Public, Educational and Governmental (PEG) Fee Fund	Unrestricted Fund Balance	0	0	0	1,039,457	1,698,774	659,317
562	Housing and Urban Development Fund	Unrestricted Fund Balance	1,437,568	952,583	(484,985)	217,389	544,465	327,076
860	Convention Center Enterprise Fund	Unrestricted Fund Balance	1,606,108	3,422,330	1,816,222	1,052,644	2,718,866	1,666,222



Agenda Report

19-1004

Agenda Date: 11/5/2019

REPORT TO COUNCIL

SUBJECT

Approval of Charter Review Committee Recommendations Regarding District Elections

BACKGROUND

In November 2018, the City of Santa Clara (City) held its first district-based elections as required by a ruling of the Santa Clara Superior Court (Court). The Court ruling implemented district-based elections with six Council districts but did not amend the City Charter. Under the state constitution, the City Charter can only be amended by a vote of the City electorate. Currently, the City Charter still states that City Councilmembers are to be elected “at-large, by seat.”

The City Council placed an advisory measure on the November 2018 ballot to determine if the voters wanted to engage in a public process to draft charter amendment language. The advisory ballot measure (known as “Measure N”) read as follows:

“Shall the City of Santa Clara engage the voters in a public process to draft a Charter Amendment ballot measure to elect its Council Members, other than the Mayor, by district?”

Santa Clara voters approved Measure N, with 70.4% of the vote, on Nov. 6, 2018.

In July 2019, the City Council appointed a 7-member Charter Review Committee (Committee) charged with conducting public outreach and making recommendations related to district elections and a potential ballot measure.

DISCUSSION

Over a four-month period the Committee held five formal public input sessions, five informal listening sessions, received 259 survey responses regarding district elections, received seven e-mails and conducted individual outreach in the community.

At its October 17, 2019 public input session, the Committee voted to approve several recommendations to inform a charter amendment related to district elections. The recommendations are outlined below.

Recommendation 1

The Committee recommends the Santa Clara City Charter, Section 600, be amended to include the following requirements to run for and hold elected office as follows:

1. A candidate must be a qualified and registered elector of the City.
2. A candidate must have been a resident of the City of Santa Clara and, excepting the Mayor, Chief and Police and City Clerk, of the District represented by the person as member, for at

least thirty (30) days prior to close of the nomination period.

3. To hold office, Councilmembers must be a resident in the district represented by the Councilmember office.

The Committee further recommends the Santa Clara City Charter be amended to include the following language:

Upon any redistricting pursuant to the provisions of this section of the Charter or the ordinances enacted hereunder, each incumbent member of the Council will continue, during the remainder of the member's term, to hold office and represent the district by which the member was elected prior to such redistricting, notwithstanding any provision of Section 600 requiring a member to be a resident of the district represented by such member.

Finally, the Committee also recommends staff adjust language in Section 600 to draw a clear distinction between city officials elected by-district versus at-large.

Recommendation 2

The Committee recommends the Santa Clara City Charter be amended to implement six council districts for the November 2020 election followed by a transition plan to three council districts with two representatives per district to be elected in alternate election years beginning in 2022, with one representative serving a two-year term to realign. The transition plan would be as follows:

- November 2020 - One councilmember will be elected to represent each of districts 1, 4, 5, and 6 for a four-year term based on the court ordered districts.
- 2021/2022 - As a result of the new 2020 Census, 3 new districts (named District 1, District 2 and District 3) will be drawn, conforming to requirements under state and federal law.
- November 2022 - One councilmember will be elected to represent each of the newly formed District 1 and District 2 for a four-year term.
- November 2024 - Districts 1 and 2 will each elect one person for a four-year term. The newly formed District 3 will elect two councilmembers. The candidate with the highest number of votes for District 3 will serve a four-year term and the candidate with next highest number of votes will serve a two-year term.
- November 2026 and every election thereafter- Districts 1, 2 and 3 will each elect one councilmember for a four-year term.

Recommendation 3

The Committee recommends the Santa Clara City Charter be amended to state that the method by which Districts are to be drawn and redrawn shall be enacted by ordinance of the City Council in accordance with Elections Code Section 23001. The Committee further recommends including language requiring the use of an independent redistricting committee in compliance with the

California Elections Code Section 23001 which provides:

A local jurisdiction may establish by resolution, ordinance, or charter amendment an independent redistricting commission, a hybrid redistricting commission, or an advisory redistricting commission composed of residents of the local jurisdiction to change the legislative body's district boundaries or to recommend to the legislative body changes to those district boundaries.

Elections Code Section 23003 sets forth the provisions applicable to Independent Redistricting Commissions:

- (a) This section applies to hybrid redistricting commissions and independent redistricting commissions.
- (b) Notwithstanding any other law, the local jurisdiction may prescribe the manner in which members are appointed to the commission, provided that the jurisdiction uses an application process open to all eligible residents and provided that the commissioners are not directly appointed by the legislative body or an elected official of the local jurisdiction.
- (c) A person shall not be appointed to serve on the commission if the person or any family member of the person has been elected or appointed to, or been a candidate for, an elective office of the local jurisdiction in the eight years preceding the person's application.
- (d) A person shall not be appointed to serve on the commission if either of the following applies:
 - (1) The person or his or her spouse has done any of the following in the eight years preceding the person's application:
 - (A) Served as an officer of, employee of, or paid consultant to, a campaign committee or a candidate for elective office of the local jurisdiction.
 - (B) Served as an officer of, employee of, or paid consultant to, a political party or as an elected or appointed member of a political party central committee.
 - (C) Served as a staff member or a consultant to, or who has contracted with, a currently serving elected officer of the local jurisdiction.
 - (D) Been registered to lobby the local jurisdiction.
 - (E) Contributed five hundred dollars (\$500) or more in a year to any candidate for an elective office of the local jurisdiction. The local jurisdiction may adjust this amount by the cumulative change in the California Consumer Price Index, or its successor, in every year ending in zero.
 - (2) A family member of the person, other than his or her spouse, has done any of the following in the four years preceding the person's application:
 - (A) Served as an officer of, employee of, or paid consultant to, a campaign committee or a candidate for elective office of the local jurisdiction.
 - (B) Served as an officer of, employee of, or paid consultant to, a political party or as an elected or appointed member of a political party central committee.
 - (C) Served as a staff member of or consultant to, or has contracted with, a currently serving elected

officer of the local jurisdiction.

(D) Been registered to lobby the local jurisdiction.

(E) Contributed five hundred dollars (\$500) or more in a year to any candidate for an elective office of the local jurisdiction. The local jurisdiction may adjust this amount by the cumulative change in the California Consumer Price Index, or its successor, in every year ending in zero.

(e) A member of the commission shall not do any of the following:

(1) While serving on the commission, endorse, work for, volunteer for, or make a campaign contribution to, a candidate for an elective office of the local jurisdiction.

(2) Be a candidate for an elective office of the local jurisdiction if any of the following is true:

☐

(A) Less than five years has elapsed since the date of the member's appointment to the commission.

(B) The election for that office will be conducted using district boundaries that were adopted by the commission on which the member served, and those district boundaries have not been subsequently readopted by a commission after the end of the member's term on the commission.

(C) The election for that office will be conducted using district boundaries that were adopted by a legislative body pursuant to a recommendation by the commission on which the member served, and those district boundaries have not been subsequently readopted by a legislative body pursuant to a recommendation by a commission after the end of the member's term on the commission.

(3) For four years commencing with the date of his or her appointment to the commission:

(A) Accept employment as a staff member of, or consultant to, an elected official or candidate for elective office of the local jurisdiction.

(B) Receive a noncompetitively bid contract with the local jurisdiction.

(C) Register as a lobbyist for the local jurisdiction.

(4) For two years commencing with the date of his or her appointment to the commission, accept an appointment to an office of the local jurisdiction.

(f) The commission shall not be comprised entirely of members who are registered to vote with the same political party preference.

(g) Each member of the commission shall be a designated employee in the conflict of interest code for the commission pursuant to Article 3 (commencing with Section 87300) of Chapter 7 of Title 9 of the Government Code <[https://1.next.westlaw.com/Link/Document/FullText?](https://1.next.westlaw.com/Link/Document/FullText?findType=L&pubNum=1000211&cite=CAGTS87300&originatingDoc=N049EB160BBAF11E8BE9EBA)

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(h) The commission is subject to the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code

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[C2CD054BA9&refType=LQ&originationContext=document&transitionType=DocumentItem&contextD](https://1.next.westlaw.com/Link/Document/FullText?findType=L&pubNum=1000211&cite=CAGTS54950&originatingDoc=N049EB160BBAF11E8BE9EBA)
[ata=\(sc.Category\)>\)](https://1.next.westlaw.com/Link/Document/FullText?findType=L&pubNum=1000211&cite=CAGTS54950&originatingDoc=N049EB160BBAF11E8BE9EBA) and the California Public Records Act (Chapter 3.5 (commencing with Section

6250) of Division 7 of Title 1 of the Government Code

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[a=\(sc.Category\)>\).](https://1.next.westlaw.com/Link/Document/FullText?findType=L&pubNum=1000211&cite=CAGTS6250&originatingDoc=N049EB160BBAF11E8BE9EBA)

- (i) The commission shall be subject to the same redistricting deadlines, requirements, and restrictions that would otherwise apply to a legislative body. A local jurisdiction may also impose additional requirements and restrictions on the commission, on members of the commission, or on applicants to the commission in excess of those prescribed by this section.
- (j) The commission shall publish a map of the proposed new district boundaries and make that map available to the public for at least seven days before that map may be adopted. The commission shall hold at least three public hearings preceding the hearing at which the new boundaries are adopted.
- (k) The commission shall not draw districts for the purpose of favoring or discriminating against a political party or an incumbent or political candidate.
- (l) District boundaries adopted by an independent redistricting commission or adopted by a legislative body from recommendations provided by a hybrid redistricting commission, shall not be altered by the legislative body or the commission until after the next federal decennial census occurs, unless those boundaries have been invalidated by a final judgment or order of a court of competent jurisdiction.
- (m) For the purposes of subdivisions (c) and (d), "local jurisdiction" does not include a local jurisdiction that contracts with a county independent redistricting commission pursuant to Section 23004 <[https://1.next.westlaw.com/Link/Document/FullText?findType=L&pubNum=1000206&cite=CAELS23004&originatingDoc=N049EB160BBAF11E8BE9EBA C2CD054BA9&refType=LQ&originationContext=document&transitionType=DocumentItem&contextData=\(sc.Category\)>](https://1.next.westlaw.com/Link/Document/FullText?findType=L&pubNum=1000206&cite=CAELS23004&originatingDoc=N049EB160BBAF11E8BE9EBA C2CD054BA9&refType=LQ&originationContext=document&transitionType=DocumentItem&contextData=(sc.Category)>).

Next Steps

Based on the feedback received at this meeting, a request for authorization to adopt a resolution to call the election, consolidate with the County and provide election services to place a measure on ballot and set date for arguments, impartial analysis and rebuttals will be brought to City Council on December 3, 2019. The request will include the ballot measure language, which will need to be finalized at the December 3, 2019 meeting as the final ballot measure language is due to the Registrar of Voters on December 6, 2019 for the March 2020 primary election.

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 approval of this item other than staff time.

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

Staff does not have a recommendation on this item. This is a recommendation from the Charter Review Committee and staff requests Council direction on language to include in a draft charter amendment.

Approved by: Hosam Haggag, City Clerk

ATTACHMENTS

1. Excerpt from Assembly Bill 849

CALIFORNIA ELECTIONS CODE (new provisions adopted in AB 849)

21620

- (a) This article applies to charter cities that elect members of the charter city's legislative body by districts or from districts, as defined in Section 34871 of the Government Code.
- (b) This article shall not be interpreted to limit the discretionary remedial authority of any federal or state court.

21621

- (a) Following each federal decennial census, and using that census as a basis, the council shall, by ordinance or resolution, adopt boundaries for all of the council districts of the city so that the council districts shall be substantially equal in population as required by the United States Constitution.

- (1) Population equality shall be based on the total population of residents of the city as determined by the census.

- (2) Notwithstanding paragraph (1), an incarcerated person, as that term is used in Section 21003, shall not be counted towards a city's population, except for an incarcerated person whose last known place of residence may be assigned to a census block in the city, if information about the last known place of residence for incarcerated persons is included in the computerized database for redistricting that is developed in accordance with subdivision (b) of Section 8253 of the Government Code, and that database is made publicly available.

- (b) The council shall adopt council district boundaries that comply with the United States Constitution, the California Constitution, and the federal Voting Rights Act of 1965 (52 U.S.C. Sec. 10301 et seq.).

- (c) The council shall adopt district boundaries using the following criteria as set forth in the following order of priority:

- (1) To the extent practicable, council districts shall be geographically contiguous. Areas that meet only at the points of adjoining corners are not contiguous. Areas that are separated by water and not connected by a bridge, tunnel, or regular ferry service are not contiguous.

- (2) To the extent practicable, the geographic integrity of any local neighborhood or local community of interest shall be respected in a manner that minimizes its division. A "community of interest" is a population that shares common social or economic interests that should be included within a single district for purposes of its effective and fair representation. Communities of interest do not include relationships with political parties, incumbents, or political candidates.

- (3) Council district boundaries should be easily identifiable and understandable by residents. To the extent practicable, council districts shall be bounded by natural and artificial barriers, by streets, or by the boundaries of the city.

- (4) To the extent practicable, and where it does not conflict with the preceding criteria in this subdivision, council districts shall be drawn to encourage geographical

compactness in a manner that nearby areas of population are not bypassed in favor of more distant populations.

(d) The council shall not adopt council district boundaries for the purpose of favoring or discriminating against a political party.

21622

(a) The boundaries of the council districts shall be adopted by the council no earlier than August 1, 2021, and August 1 in each year ending in the number one thereafter, but no later than 151 days before the city's next regular election occurring after March 1, 2022, and after March 1 in each year ending in the number two thereafter. However, this subdivision does not prohibit the council from holding public hearings or workshops on the placement of council district boundaries before August 1.

(b) This section does not apply to a charter city that has adopted a different redistricting deadline by ordinance or in its city charter before October 1, 2021, and October 1 of each year ending in the number one thereafter.

21623

(a) If the boundaries of a city expand by the addition of new territory, including through annexation of unincorporated territory or consolidation with another city, the council shall add that new territory to the nearest existing council district without changing the boundaries of other council district boundaries.

(b) Notwithstanding subdivision (a), the council may adopt new boundaries for each council district if both of the following conditions are met:

(1) There are more than four years until the council is next required to redistrict pursuant to Section 21621.

(2) The population of the new territory being annexed or consolidated is greater than 25 percent of the city's population as determined by the most recent federal decennial census.

(c) This section does not apply to a charter city that has adopted, by ordinance or in its city charter, a different standard for adding new territory to existing council districts.

21625

(a) After redistricting or districting pursuant to Section 21621 or 21623, a council shall not adopt new council district boundaries until after the next federal decennial census, except under the following circumstances:

(1) A court orders the council to redistrict.

(2) The council is settling a legal claim that its council district boundaries violate the United States Constitution, the federal Voting Rights Act of 1965 (52 U.S.C. Sec. 10301 et seq.), or this article.

(3) The boundaries of the city expand by the addition of new territory pursuant to Section 21623.

(b) This section does not prohibit a council from adopting council districts between federal decennial censuses if the council is adopting council districts for the first time, including when a city adopts council districts for the purpose of transitioning from electing its council members in at-large elections to elections by districts or from districts.

(c) This section does not apply to a charter city that has adopted different rules for mid-cycle redistricting in its city charter.

21626

(a) The term of office of any council member who has been elected and whose term of office has not expired shall not be affected by any change in the boundaries of the district from which the council member was elected.

(b) At the first election for council members in each city following adoption of the boundaries of council districts, a council member shall be elected for each district under the new district plan that has the same district number as a district whose incumbent's term is due to expire.

(c) The successor to the office in a council district for which the boundaries have changed shall be a resident and voter of that council district.

21627

Before adopting the boundaries of a council district pursuant to Section 21621, 21623, or 21624, or for any other reason, the council shall hold public hearings on the proposal, in accordance with Section 21627.1. This section does not apply when a city transitions from at-large to district-based elections.

21627.1

(a) Before adopting a final map, the council shall hold at least four public hearings at which the public is invited to provide input regarding the composition of one or more council districts.

(1) At least one public hearing shall be held before the council draws a draft map or maps of the proposed council boundaries.

(2) At least two public hearings shall be held after the council has drawn a draft map or maps of the proposed council boundaries.

(b) At least one public hearing or public workshop shall be held on a Saturday, on a Sunday, or after 6 p.m. on a weekday Monday through Friday.

(c) Public hearing buildings shall be accessible to persons with disabilities.

(d) If a public hearing is consolidated with a regular or special meeting of the council that includes other substantive agenda items, the public hearing shall begin at a fixed time regardless of its order on the agenda, except that the council may first conclude any item being discussed or acted upon, including any associated public comment, when that time occurs. The time of the public hearing shall be noticed to the public.

(e) The council may have city staff or a consultant conduct one or more public workshops in lieu of holding one of the public hearings required by paragraph (1) of subdivision (a).

(f) The council may establish an advisory redistricting commission pursuant to Section 23002 to hold the public hearings required by paragraph (1) of subdivision (a).

21628

(a) The council shall take steps to encourage residents, including those in underrepresented communities and non-English speaking communities, to participate in the redistricting public review process. These steps shall include a good faith effort to do all of the following:

(1) Providing information to media organizations that provide city news coverage, including media organizations that serve language minority communities.

(2) Providing information through good government, civil rights, civic engagement, or community groups or organizations that are active in the city, including those active in language minority communities, or that have requested to be notified concerning city redistricting.

(b) The council shall arrange for the live translation of a public hearing or workshop held pursuant to this article in an applicable language if a request for translation is made at least 72 hours before the hearing or workshop, unless less than five days' notice are provided for the hearing or workshop, in which case the request shall be made at least 48 hours before the hearing or workshop.

(c) Notwithstanding Section 54954.2 of the Government Code, the council shall publish the date, time, and location for any public hearing or workshop on the internet at least five days before the hearing or workshop. However, if there are fewer than 179 days until the city's next regular election, the council may publish the agenda on the internet for at least three days before the hearing or workshop.

(d)(1) A draft map shall be published on the internet for at least seven days before being adopted as a final map by the council provided that, if there are fewer than 179 days until the city's next regular election, the draft map may instead be published on the internet for at least three days.

(2) Each draft map prepared by a member of the council or by employees of the city shall be accompanied with information on the total population, citizen voting age population, and racial and ethnic characteristics of the citizen voting age population of each proposed council district, to the extent the city has that data.

(e) The council shall allow the public to submit testimony or draft maps in writing and electronically.

(f) The city shall either record or prepare a written summary of each public comment and council deliberation made at every public hearing or workshop held pursuant to this

article. The city shall make the recording or written summary available to the public within two weeks after the public hearing or workshop.

(g) The council shall establish, and maintain for at least 10 years after the adoption of new council district boundaries, an internet web page dedicated to redistricting. The web page may be hosted on the city's existing internet website or another internet website maintained by the city. The web page shall include, or link to, all of the following information:

(1) A general explanation of the redistricting process for the city in English and any applicable language.

(2) The procedures for a member of the public to testify during a public hearing or to submit written testimony directly to the council in English and any applicable language.

(3) A calendar of all public hearing and workshop dates. A calendar listing that includes the time and location of the public hearing or workshop satisfies the notice required by subdivision (c).

(4) The notice and agenda for each public hearing and workshop.

(5) The recording or written summary of each public hearing and workshop.

(6) Each draft map considered by the council at a public hearing.

(7) The adopted final map of council district boundaries.

(h) For purposes of this section, "applicable language" means any language that is spoken by a group of city residents with limited English proficiency who constitute 3 percent or more of the city's total population over four years of age for whom language can be determined. Before January 1, 2021, and before January 1 in every year ending in the number one thereafter, the Secretary of State shall post the applicable languages for each city in a conspicuous location on the Secretary of State's internet website. To determine the applicable languages for each city, in 2020 and in each year ending in the number zero thereafter, the Secretary of State, in consultation with the Statewide Database, shall request a special tabulation from the United States Bureau of the Census of the most recent data on limited English proficiency from the bureau's American Community Survey that satisfies this subdivision. If the bureau is unable to produce that data, the Secretary of State shall base the Secretary of State's determination on the table from the American Community Survey enumerating the number of residents with limited English proficiency that has the largest number of languages included, that is publicly available, and that was produced within the previous ten years.

(i) This section does not apply when a city transitions from at-large to district-based elections.

(j) Before January 1, 2021, and before January in each year ending in the number one thereafter, the Secretary of State shall publish on the internet a template explaining the

city redistricting process that meets the requirements of paragraphs (1) and (2), inclusive, of subdivision (g). The Secretary of State shall publish the template in all of the languages into which ballots are required to be translated in the state pursuant to subdivision (h). The template shall be published in the same conspicuous location on the Secretary of State's internet website that is described in subdivision (h).

21629

(a) If the council does not adopt council district boundaries by the deadlines set forth in Section 21622 or subdivision (a) or (b) of Section 21624, the council shall immediately petition the superior court in the county in which the city is located for an order adopting council district boundaries. If the council does not petition the superior court within five days after the deadline, any resident of the city may file that petition and shall be entitled to recover the resident's reasonable attorney's fees and costs from the city for doing so.

(b)(1) Upon finding that a petition filed pursuant to this subdivision is valid, the superior court shall adopt council district boundaries in accordance with the criteria set forth in Section 21621, which shall be used in the city's next regular election. The superior court may also order the adjustment of electoral deadlines as necessary to implement the new council district boundaries in the next regular election.

(2) The superior court may appoint a special master to assist the court with adopting the council district boundaries. The city shall pay the cost for the special master and associated costs.

(3) The superior court or the special master shall hold one or more public hearings before the superior court adopts the council district boundaries.

(4) Subject to the approval of the superior court, the special master may employ redistricting experts or other consultants or counsel, independent experts in the field of redistricting and computer technology, and other necessary personnel to assist them in their work. In addition, the special master may seek the full cooperation of the city in producing and using whatever data, computer models and programs, and technical assistance that was made available to the council and city personnel who are knowledgeable in the mechanics of drafting redistricting legislation. The superior court may assist the special master in securing the necessary personnel and the physical facilities required for their work, and to prepare for the prompt submission to the city of a request for city funding for the necessary expenses of the special master and the special master's staff.

(5) The council district boundaries adopted by the superior court shall be immediately effective in the same manner as if the court's order were an enacted resolution or ordinance of the city council.

(c) This section does not apply to a charter city that has adopted in its city charter a different method for adopting city council district boundaries when a redistricting deadline is missed.

CALIFORNIA GOVERNMENT CODE (new provisions adopted in AB 849)

34874

(a) An amendatory ordinance altering the boundaries of the legislative districts established pursuant to this article shall not be submitted to the registered voters until the ordinance has been submitted to the planning commission of the city or, in absence of a planning commission, to the legislative body of said city for an examination as to the definiteness and certainty of the boundaries of the legislative districts proposed.

(b) An amendatory ordinance altering the boundaries of legislative districts shall comply with the requirements and criteria of Section 21601 or 21621 of the Elections Code, as applicable.

34877.5

(a) After an ordinance is passed by the voters pursuant to Section 34876.5, or after an ordinance is enacted by the legislative body pursuant to Section 34886, the legislative body shall prepare a proposed map that describes the boundaries and numbers of the districts for the legislative body. In preparing the proposed map, the legislative body * * * shall comply with the requirements and criteria of Section 21601 or 21621 of the Elections Code, as applicable, and shall seek public input, including accepting proposed maps submitted by the public.

(b) If the legislative body is changing from an at-large method of election to a district-based election, as those terms are defined in Section 14026 of the Elections Code, the legislative body shall hold public hearings pursuant to Section 10010 of the Elections Code. If the legislative body is otherwise adjusting the district boundaries, the legislative body shall hold public hearings on the proposed district boundaries pursuant to Section 21607 or 21627 of the Elections Code, as applicable.

34884

(a) If, at the time a vote is held on the subject of incorporation of a new city, a majority of the votes cast is for incorporation and, if, in accordance with Section 57116, a majority of the votes cast on the question of whether members of the city council in future elections are to be elected by district or at large is in favor of election by district, all of the following procedures apply:

(1) Before the first day on which voters may nominate candidates for election at the next regular municipal election, the legislative body shall, by ordinance or resolution, establish the boundaries of the districts of the legislative body. The districts shall be * * * substantially equal in population as * * * required by the United States Constitution. The districts shall comply with * * * the requirements and criteria of Section 21601 or 21621 of the Elections Code, as applicable.

(2) The terms of office of the two members elected with the lowest vote shall expire on the Tuesday succeeding the next regular municipal election. At that election, members shall be elected by district in the even-numbered districts and shall hold office for four years.

(3) The terms of office of the three members elected with the highest vote shall expire on the Tuesday succeeding the second regular municipal election following the incorporation. At that election, members shall be elected by district in the odd-numbered districts and shall hold office for four years.

(b) The result of the vote cast on the question of whether members of the city council in future elections are to be elected by district or at large shall not preclude the submission to the voters at any future election of a measure in accordance with Section 34871.

34886

Notwithstanding Section 34871 or any other law, the legislative body of a city may adopt an ordinance that requires the members of the legislative body to be elected by district or by district with an elective mayor, as described in subdivisions (a) and (c) of Section 34871, without being required to submit the ordinance to the voters for approval. An ordinance adopted pursuant to this section shall comply with the requirements and criteria of Section 21601 or 21621 of the Elections Code, as applicable, and include a declaration that the change in the method of electing members of the legislative body is being made in furtherance of the purposes of the California Voting Rights Act of 2001 (Chapter 1.5 (commencing with Section 14025) of Division 14 of the Elections Code).

UNCODIFIED PROVISIONS

SEC. 43. The district boundary criteria specified in this act apply to supervisorial and council district boundaries that are adopted or readopted on or after January 1, 2020. Supervisorial and council district boundaries adopted before January 1, 2020, shall comply with the applicable district boundary criteria in effect at the time of their adoption.

SEC. 44. If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.



City of Santa Clara

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Agenda Report

19-424

Agenda Date: 11/5/2019

REPORT TO COUNCIL

SUBJECT

Informational Report on City Council Referral regarding The Mercury News Article

BACKGROUND

Per a referral from Councilmember Debi Davis during the Sept. 17, 2019 City Council meeting, Director of Communications Lenka Wright contacted Mercury News reporter Thy Vo whose byline is attached to a Mercury News article about the Rolling Stones concert recently held at Levi's® Stadium.

The article was originally published online on MercuryNews.com Sept. 11, 2019 and later appeared in the print edition on Sept. 12, 2019. The Director of Communications followed up with Ms. Vo via email for an explanation concerning why certain portions of the original article that seemed more critical of the Forty Niners were removed from the print article.

DISCUSSION

Ms. Vo provided a statement from Bay Area News Group senior editor Bert Robinson who said, in part, "*We regularly edit stories for length and clarity. Articles that post online often go through an additional edit before appearing in the next day's print newspaper.*" The responsive email is attached.

The referral is now closed as a response has been received by City staff from The Mercury News, a daily newspaper published in San Jose, Calif.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of a California Environmental Quality Act ("CEQA") pursuant to the CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

COORDINATION

This report has been coordinated with the City Manager's Office.

PUBLIC CONTACT

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

RECOMMENDATION

Note and file the Informational Report on City Council Referral regarding The Mercury News Article.

Reviewed by: Lenka Wright, Director of Communications, City Manager's Office

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. The Mercury News email concerning Rolling Stones concert article

From: Thy Vo <tvo@bayareanewsgroup.com>
Sent: Monday, October 7, 2019 12:15 PM
To: Lenka Wright <LWright@SantaClaraCA.gov>
Subject: Re: Following up re: Rolling Stones article, Sept. 11-12, 2019

Hi Lenka,

Thanks for reaching out.

From our senior editor Bert Robinson - "We regularly edit stories for length and clarity. Articles that post online often go through an additional edit before appearing in the next day's print newspaper."

Thy Vo |
tvo@bayareanewsgroup.com
408-200-1055 Direct
[@thyanhvo](#)



bayareanewsgroup.com

Over 5 million engaged readers weekly

The Mercury News EAST BAY TIMES *Marin Independent Journal*

SUPPORT LOCAL NEWS. SUBSCRIBE NOW!



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Agenda Report

19-1157

Agenda Date: 11/5/2019

REPORT TO COUNCIL

SUBJECT

Monthly Update on City Council and Stadium Authority Staff Referrals, Both Open and Closed

BACKGROUND AND DISCUSSION

During Council and Stadium Authority meetings, the City Council or Stadium Authority Board provide direction on policy issues or refer information requests to staff for follow-up.

The purpose of the City Council and Stadium Authority Referrals Update is to provide the City Council/Stadium Authority Board and the public a monthly status report. Completion of the referrals may be communicated by various means such as: Report to Council, Information Memorandum provided through a Council Agenda, City Manager Biweekly Report/Blog, or a City Manager/Executive report out during a future Council meeting.

The Referrals list will be published monthly in the agenda packet for the first Council meeting of the month at the "City Manager/Executive Director Report" section of the Council Agenda. Reports will include both open and closed referrals.



**CITY COUNCIL AND STADIUM AUTHORITY STAFF REFERRALS
FOR FOLLOW-UP/ACTION**
Updated 10/30/19



	Date Assigned	Source	Referral Description	Assigned Department	Projected Completion	Completed
1.	10/22/19	Council Meeting	Provide an update via the City Manager's Biweekly Report regarding what has already occurred on placemaking activities	Community Development	11/1/19	
2.	10/22/19	Council Meeting	Provide a City Manager Biweekly Report item on why food truck vendors at the Library are being fingerprinted as well as what are food truck permitting requirements	Police	11/1/19	
3.	10/22/19	Council Meeting	Staff to return with budget appropriations in the budget cycle to improve the gazebo area at Mission Branch Library	Finance	May 2020	
4.	10/8/19	Council Meeting	Add for a future Council meeting a Special Order of Business for the Parade of Champions planning team	City Manager	11/12/19	
5.	10/8/19	Council Meeting	Staff to review the expenditure limits for November 2020 – to designate appropriately the expenditure limit for Districts vs. At-Large seats	City Clerk/ City Manager	TBD	
6.	9/24/19	Council Meeting	Staff to review the potential for rebates for the purchase of electric bicycles	SVP	TBD	
7.	9/24/19	Council Meeting	Staff to review the Ordinance and enforcement of illegal street food vendors	Police	TBD	
8.	9/18/19	Economic Development, Communications and Marketing Committee	The Committee referred for Council consideration a request to the City Council to terminate the billboard agreement with All Vision, LLC (staff in process of analyzing further)	City Manager	December 2019	
9.	9/18/19	Economic Development, Communications and Marketing Committee	The Committee referred the next steps on the Worker Cooperative to the City Council for review and approval, which includes directing staff to review the resolution and the process and procedures that the City of Berkeley used for their Worker Cooperative Program, and to have the Council consider allocating \$100,000 in the budget for this effort (funding request to be heard by Council on 11/5/19)	City Manager	10/29/19	10/29/19
10.	9/17/19	Council Meeting	Stadium Financial Audits – Forward comments and suggestions from the Stadium Authority Board to KPMG regarding the financial audits and seeking support documentation for the data in the audit reports	Finance	November 2019	
11.	9/17/19	Council Meeting	Ask the Mercury News why an article published in the print edition concerning the Rolling Stones concert contained some different information than the one that was published in an earlier version online	City Manager	November 2019	
12.	9/17/19	Council Meeting	Complete community outreach for garbage contracts	Public Works	TBD	10/9/19
13.	9/5/19	Governance Session	Review current Santa Clara Code of Ethics and Values and discuss	City Manager	11/21/19	
14.	9/5/19	Governance Session	Discuss framework for January 2020 Council Priority Setting Session	City Manager	11/21/19	
15.	9/5/19	Governance Session	Review current Council referral policy and process; discuss potential updates	City Manager	February 2020	
16.	9/5/19	Governance Session	Council would like a better understanding of staff capacity and current workload	City Manager	January 2020	



**CITY COUNCIL AND STADIUM AUTHORITY STAFF REFERRALS
FOR FOLLOW-UP/ACTION**
Updated 10/30/19



	Date Assigned	Source	Referral Description	Assigned Department	Projected Completion	Completed
			allocation			
17.	9/5/19	Governance Session	Provide increased transparency and education on Public Records Act requests, what drives this workload and how it impacts staff capacity	City Manager	January 2020	
18.	9/5/19	Governance Session	Direction to establish process for scheduling Council and City Manager one-on-ones	City Manager	January 2020	
19.	9/5/19	Governance Session	Define a central location for Council to obtain accurate information from City staff before disseminating	City Manager	January 2020	
20.	9/5/19	Governance Session	Improve communication out to the public from official City staff (easy to understand, timely, accurate)	City Manager	January 2020	
21.	9/5/19	Governance Session	Provide scheduled communications and strategy	City Manager	January 2020	
22.	9/5/19	Governance Session	Need general guidelines for all social media	City Manager	January 2020	
23.	9/5/19	Governance Session	CAO to provide refresher course on the Brown Act as it pertains to confidentiality and what can be covered in closed session, and will include options regarding a "signed pledge;" this course will be in open session	City Attorney	January 2020	
24.	9/5/19	Governance Session	Develop a reporting method to keep Council better informed about the status of referred resident inquiries	City Manager	January 2020	
25.	9/5/19	Governance Session	Council expressed interest in being able to hold their own town halls or community meetings and asked whether City resources could be available, including use of City facilities, etc.	City Manager	January 2020	
26.	9/5/19	Governance Session	Refer discussion about another governance check-in to the Governance Committee	City Manager	January 2020	
27.	8/27/19	Council Meeting	Parkland In Lieu Fee – Return to Council on 9/24/19 with alternatives to phase in the park improvement portion of the fee to longer than 3 years to lessen impact on new housing development and provide the pros and cons. (Remove paragraph 3.C of page 9 of the resolution)	Parks & Rec	10/29/19	10/29/19
28.	8/27/19	Council Meeting	Agendize Korea Town designation for a future Council meeting and return with information about outreach and what Sunnyvale is doing on El Camino Real	City Manager	TBD	
29.	8/27/19	Council Meeting	City North Framework – Accept report to allow staff to continue work on the project with direction to staff to return with more specific policies for density, building height, and traffic mitigation	Community Development	12/10/19	
30.	8/20/19	Council Meeting	Staff to return with report on establishing an ad-hoc committee to make recommendations regarding VTA Governance	City Manager/ Public Works	December 2019	
31.	7/9/19	Council Meeting	Add Lawn Bowl Clubhouse Project to a future agenda and return with information on costs of installation of module. Staff to notify Lawn Bowl Club of Council meeting date so they may update Council on their fundraising efforts.	Parks & Rec	December 2019	



**CITY COUNCIL AND STADIUM AUTHORITY STAFF REFERRALS
FOR FOLLOW-UP/ACTION**
Updated 10/30/19



	Date Assigned	Source	Referral Description	Assigned Department	Projected Completion	Completed
32.	7/9/19	Council Meeting	Update on age-friendly activities per commission annual Work Plan	Parks & Rec	February 2020	
33.	7/9/19	Economic Development, Communications and Marketing Committee	Review if any legal restrictions exist for the City to post or advertise non-City sponsored events on the City's website or social media outlets	City Attorney	TBD	
34.	7/9/19	Economic Development, Communications and Marketing Committee	Procure additional resources to support communications and marketing of local activities to enhance community's awareness of municipal services and activities	City Manager	December 2019	
35.	6/25/19	Council Meeting	Council, by consensus, requested that the City Attorney/staff review the matter related to the Cross at Memorial Cross Park (recent U.S. Supreme Court ruling)	City Attorney	November 2019	
36.	6/4/19	Council Meeting	Comparison study on how the staffing budget and expenses is less in other cities from the general fund; provide a written update on the 1% Development Impact Fee	Finance	10/29/19	10/29/19
37.	6/4/19	Council Meeting	Councilmember O'Neill to provide more clarity on Innovation Zone referral	City Manager	11/19/19	
38.	6/4/19	Council Meeting	Regarding bicycle and scooter share devices: staff to bring back final plan for Council approval – Council asked staff to further look into items such as outreach events, insurance, speed monitoring, data, fee structure and drop-off locations (on hold – pending other public entities' litigation)	Public Works	TBD	
39.	5/21/19	Council Meeting	User Fee Study Session Follow-up: report on Proposed Housing Fee, Recreation Costs as related to Senior Center Space Use (implement space feedback forms and studying the marginal costs) and Nonprofit Room Rental Fees Rates, and Unit or Plot Costs for the Cemetery	Finance	11/19/19	
40.	5/7/19	Council Meeting	Silicon Valley Power (SVP) Strategic Plan: provide information on rebate and community benefits programs	SVP	September 2019	9/24/19
41.	4/30/19	Council Meeting	Number of public transit riders for large stadium events	49ers Stadium Manager	TBD	
42.	4/30/19	Council Meeting	Ask Stadium Manager for analysis to support their position that reducing the cost of parking would likely adversely impact public transit ridership, resulting in more cars on the roads	49ers Stadium Manager	TBD	
43.	4/25/19	Council Meeting	City Clerk Haggag to work with City Attorney's Office on next steps for enforcing the Dark Money Ordinance and the Lobbyist Ordinance	City Attorney/ City Clerk	January 2020	
44.	4/23/19	Council Meeting	Children's Health Screening Service Model: statistics on case management and procurement of services	Parks & Rec	December 2019	
45.	4/9/19	Council Meeting	Street Racing and Sideshows: take steps to make the 2004 ordinance operative and increase enforcement within existing resources	Police	Fall 2019	



**CITY COUNCIL AND STADIUM AUTHORITY STAFF REFERRALS
FOR FOLLOW-UP/ACTION**
Updated 10/30/19



	Date Assigned	Source	Referral Description	Assigned Department	Projected Completion	Completed
46.	1/29/19	Council Meeting	Monitor and update to Council if the City of San Jose waives fees for developments along Steven Creek Blvd	Public Works	Ongoing	10/29/19
47.	11/27/18	Council Meeting	TID: Reconciliation of reserve fund; disclosure of legal fees as determined by the performance auditor; and develop a subsidy policy	Finance	January 2020	
48.	11/13/18	Council Meeting	Review post-agenda material distribution to reduce paper (staff will continue with implementation of the paperless agenda process)	Clerk's Office	Fall 2019	10/29/19
49.	10/9/18	Council Meeting	Dedicate Jerry Marsalli Community Center at grand opening of the facility	Parks & Rec	Spring 2020	
50.	10/2/18	Council Meeting	Amend sign ordinance to prohibit signs on public property	Parks & Rec/ City Attorney	Spring 2020	
51.	7/10/18	Council Meeting	Annual update on PD community engagement efforts	Police	November 2019	
52.	3/13/18	Council Meeting	Develop a Stadium Authority Financial Reporting Policy in conjunction with the Stadium Authority Auditor and the external auditor	Finance	December 2019	
53.	1/19/18	Council Meeting	Explore joint golf course use with City of Sunnyvale due to the forthcoming closure of the Santa Clara golf course	Parks & Rec	October 2019	10/8/19



COMPLETED 2019
CITY COUNCIL AND STADIUM AUTHORITY STAFF REFERRALS
FOR FOLLOW-UP/ACTION
Updated 10/30/19



	Date Assigned	Source	Referral Description	Assigned Department	Projected Completion	Completed	Resolution
1.	11/27/18	Council Meeting	Massage Ordinance: recover administrative enforcement actions; explore charging a fee for non-conforming uses; develop a community engagement program (letters, workshops, in multiple languages)	Police/Finance	9/24/19	9/24/19	Reported at Council Meeting
2.	9/4/19	Council Meeting	Staff was asked if the names of Public Records Act (PRA) requestors could be provided (effective 9/20/19 PRA Log posted weekly online)	City Clerk	9/20/19	9/20/19	Biweekly Report
3.	4/9/19	Civil Service Commission	Work with Civil Service Commission on a Job Fair	Human Resources	9/20/19	9/20/19	Biweekly Report
4.	7/9/19	Council Meeting	Worker Cooperative – referred to a future Economic Development, Communication and Marketing Committee Meeting for City support options (heard by EDCM on 9/18/19; Committee's recommendations to be heard by Council in December 2019)	City Manager	Winter 2019	9/18/19	EDCM Committee
5.	7/9/19	Council Meeting	Provide a status report on the City's existing billboard contract and termination status of contract (heard by EDCM on 9/18/19; Committee's recommendations went to Council on 10/29/19)	City Attorney	9/18/19	9/18/19	EDCM Committee
6.	9/4/19	Council Meeting	Civil Grand Jury Report – Prepare a letter to the Honorable Deborah A. Ryan Presiding Judge, Santa Clara County Superior Court, for the Mayor's signature emphasizing the City Council's concern regarding: the lack of benchmarking that should have taken place during the investigation and inquiring why has the City of Santa Clara been targeted	City Manager/ City Clerk	9/13/19	9/13/19	Incorporated into Grand Jury response letter
7.	8/27/19	BPAC	BPAC Request for Letter regarding Freedom Bridge – Council to draft letter to Santa Clara Valley Water District in support of preserving Freedom Bridge	Public Works	9/10/19	8/30/19	Letter sent by staff on 8/30/19
8.	3/5/19	Council Meeting	Korea Town: legislative record, news article, etc. about previous effort to designate Korea Town (see 8/27/19 referral for follow-up request from Council)	City Manager	8/27/19	8/27/19	Reported at Council Meeting
9.	7/9/19	Council Meeting	Staff to add language to Development Agreement in regard to Phase II of Gateway Crossings being referred to the Architectural Committee	Community Development	8/23/19	8/23/19	Biweekly Report
10.	7/9/19	Council Meeting	Staff to evaluate wild geese at Central Park in response to community member John Haggerty's presentation	Parks & Rec	8/23/19	8/23/19	Biweekly Report
11.	5/21/19	Council Meeting	Reopen public hearing for Gateway Crossing and provide additional information on retail and lease options for PAL	Community Development	7/9/19	7/9/19	Reported at Council Meeting



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COMPLETED 2019
CITY COUNCIL AND STADIUM AUTHORITY STAFF REFERRALS
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	Date Assigned	Source	Referral Description	Assigned Department	Projected Completion	Completed	Resolution
12.	2/5/19	Council Meeting	Anti-Smoking Ordinance: Develop a police department policy regarding enforcement for persons under 21 (Information Report to Council)	Police	7/9/19	7/9/19	Reported at Council Meeting
13.	6/4/19	Council Meeting	Allocate \$70,000 funding in support of the Parade of Champions	Finance	6/25/19	6/25/19	Reported at Council Meeting; funding approved by Council
14.	3/5/19	Council Meeting	Parade of Champions: confirm nonprofit status; report out on fundraising efforts	Parks & Rec	6/4/19	6/4/19	Reported at Council Meeting
15.	5/21/19	Council Meeting	Provide additional public information/outreach on Hauling and Recyclable items	Public Works	June 2019	5/31/19	Biweekly Report
16.	5/7/19	Council Meeting	Saratoga Creek Trail (Homeridge Park to Central Park): provide funding sources	Public Works	5/17/19	5/31/19	Biweekly Report
17.	4/23/19	Council Meeting	Street Trees: for newly developed homes, are street trees required? Who is responsible to water newly planted trees until they are established?	Public Works	5/31/19	5/31/19	Biweekly Report
18.	2/19/19		Attend Community Day School and talk to kids about the opportunities for jobs (staff has been in communication with the school and offered to make a presentation to students about job opportunities; date for event pending school's reply)	Parks & Rec	May 2019	5/21/19	Letter sent by staff on 5/21/19; no response from school to schedule an event
19.	5/22/18	Council Meeting	Review children at dog park signs	Public Works	June 2019	5/21/19	Reported at Council Meeting
20.	5/22/18	Council Meeting	Review use of canine turf at Reed & Grant Dog Park	Parks & Rec	5/21/19	5/21/19	Reported at Council Meeting
21.	4/23/19	Council Meeting	BART Extension: what is the estimated ridership for the future Santa Clara BART Station	Public Works	May 2019	5/3/19	Biweekly Report
22.	3/5/19	Council Meeting	Parade of Champions: SCPOC to respond to City Council Questions	Parks & Rec	5/17/19	5/3/19	Biweekly Report
23.	12/11/18	Council Meeting	Field Seats: Does the Stadium Authority receive revenue? Are the seats permanent or temporary? Are they allowable under the lease?	Stadium Manager	4/30/19	4/30/19	Reported at Stadium Authority Meeting
24.	11/27/18	Council Meeting	Taylor Swift Concerts: how many tickets were given away while we had to cover the full Public Safety costs	Stadium Manager	4/30/19	4/30/19	Reported at Stadium Authority Meeting



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COMPLETED 2019
CITY COUNCIL AND STADIUM AUTHORITY STAFF REFERRALS
FOR FOLLOW-UP/ACTION
Updated 10/30/19



	Date Assigned	Source	Referral Description	Assigned Department	Projected Completion	Completed	Resolution
25.	3/26/19	Council Meeting	Monthly Financial Status Report: add prior year comparative information for Capital Expenditures	Finance	May 2019	4/23/19	Reported at Council Meeting
26.	2/5/19	Council Meeting	El Camino Real - Additional cost and scope to analyze a lane removal on El Camino and verify that whole Council cannot participate in the specific plan	Community Development	4/23/19	4/23/19	Reported at Council Meeting
27.	3/26/19	Council Meeting	Investment Policy: identify whether any investments are linked to oil exploration, production, etc.	Finance	4/19/19	4/5/19	Biweekly Report
28.	3/26/19	Council Meeting	List of Measure A funded projects	Community Development	4/19/19	4/5/19	Biweekly Report
29.	12/11/18	Council Meeting	Parking in neighborhoods around the stadium during event dates: add to FY 2019/20 Stadium Authority Work Plan	Public Works/ Police/City Attorney	Mar 2019	3/27/19	Reported at Stadium Authority Meeting
30.	10/29/18	Council Meeting	Levi's Stadium Consolidated Parking Plan (Board approved – scheduled on FY 2019/20 Work Plan.)	City Manager	Winter 2019	3/27/19	Reported at Stadium Authority Meeting
31.	3/13/18		Work with the Stadium Manager to develop Key Performance Indicators (KPIs) regarding Non-NFL Event Management. (Board approved – scheduled on FY 2019/20 Work Plan.)	City Manager	3/19/19	3/27/19	Reported at Stadium Authority Meeting
32.	1/29/19	Council Meeting	Naming of Relay for Life City Team through outreach campaign	City Manager	3/26/19	3/26/19	Reported at Council Meeting
33.	12/4/18	Council Meeting	Quarterly SVP Strategic Plan Report	SVP	3/26/19	3/26/19	Reported at Council Meeting
34.	2/19/19	Council Meeting	Trash and RV parking along Hope Drive	Police/ Public Works	3/8/19	3/8/19	Biweekly Report
35.	2/19/19	Council Meeting	Post summary of Council's 12/13/18 session on Governance on the City's website	City Manager	3/8/19	3/8/19	Biweekly Report
36.	8/28/18		Workers' Comp Case related to injury at Stadium: does the Stadium Authority pay for these expenses?	HR/ Finance	3/8/19	3/8/19	Biweekly Report
37.	2/5/19	Council Meeting	Convention Center Transition Reports	City Manager	3/5/19	3/5/19	Council Meeting Verbal Report
38.	2/5/19	Council Meeting	Anti-Smoking Ordinance: Work with the Apartment Association to develop a	City Attorney	Apr 2019	3/5/19	CAO completed



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	Date Assigned	Source	Referral Description	Assigned Department	Projected Completion	Completed	Resolution
			condensed version of the ordinance attached to leases (Information Report)				3/5/19; developed 2-sided 1-pager version of ordinance; shared with CA Apt. Assn.
39.	10/9/18	Council Meeting	Parade of Champions: sponsorships, budget (revenues and costs), contact cities in the County to learn from their experiences	Parks & Rec	3/5/19	3/5/19	Reported at Council Meeting
40.	7/16/18	Council Meeting	Provide information on Cannabis insurance and banking issues	City Manager	2/19/19	2/19/19	Reported at Council Meeting
41.	12/11/18	Council Meeting	Lawn Bowling Clubhouse: Analyze health and safety and maintenance issues; explore acquiring a used modular from the school district	Parks & Rec/ Public Works	2/22/19	2/8/19	Biweekly Report
42.	11/15/18	Council Meeting	Convention Center Contract Recommendation RTC: describe reasons for not recommending other proposals	Finance	2/5/19	2/5/19	Reported at Council Meeting
43.	12/11/18	Council Meeting	10-Year Financial Forecast: model a lower CalPERS investment return 6.5% vs. 6%; and deeper recession; quantify impact for trade-offs	Finance	1/31/19	1/31/19	Priority Setting Session
44.	12/11/18	Council Meeting	Provide General Fund Revenue Strategy Options	Finance	1/31/19	1/31/19	Priority Setting Session
45.	1/19/18		Present employees' residence data	Human Resources	1/31/19	1/31/19	Priority Setting Session
46.	10/9/18	Council Meeting	Agrihood Project DDA: Review for potential Project Labor Agreement	City Manager	1/29/19	1/29/19	Reported at Council Meeting
47.	1/15/19	Council Meeting	Enforcement of Sidewalk Vendors vs. SB 946	Police/ City Attorney	1/25/19	1/25/19	Biweekly Report
48.	12/11/18	Council Meeting	Amend Resolution for the annual selection of Vice Mayor and Chaplain during a Council meeting in January	City Manager/ Mayor's Office	1/15/19	1/15/19	Reported at Council Meeting



City of Santa Clara

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Agenda Report

19-441

Agenda Date: 11/5/2019

REPORT TO COUNCIL

SUBJECT

Tentative Meeting Agenda Calendar (TMAC)

BACKGROUND AND DISCUSSION

The purpose of the TMAC is to provide the public advanced notifications of tentative dates of Council Study Sessions, Joint Council/Commission meetings, as well as Council Public Hearing and General Business agenda items. It is important to note that the TMAC is a Tentative Calendar planning tool and reports listed are subject to change due to Public Hearing publication requirements and agenda management.

The TMAC will be published weekly no later than Friday on the City's website.



City of Santa Clara

Tentative Meeting Agenda Calendar

Tuesday, November 12, 2019 Special Council and Authorities Concurrent Meeting

Special Order of Business

- 19-1276** Recognition of Parade of Champions
- 19-1280** Recognition Placeholder for BMX Award
- 19-1287** Presentation by Santa Clara Sister Cities Association on Exchange Visit to Izumo, Japan

Public Hearing/General Business

- 19-450** Action on the Santa Clara Convention Center 4th Quarter Financial Status Report
- 19-915** Discussion and Direction on the Financial Audit Titled “Contract Close Out Review: “Convention and Visitor’s Bureau”
- 19-920** Discussion and Direction on the Conversion of the Santa Clara Tourism Improvement District (TID) Established Under the Parking and Business Improvement Area Law of 1989 to a TID Established under the Property and Business Improvement District Law of 1994
- 19-1257** Update on Progress of the New Destination Marketing Organization (DMO) Entity

City Manager/Executive Director

- 19-1047** Informational Memo on the Beta Website Launch Update

Tuesday, November 19, 2019 Council and Authorities Concurrent Meeting

Public Hearing/General Business

- 19-1193** **Public Hearing:** Action on the Adoption of Phase II of the Fiscal Year 2019/20 Municipal Fee Schedule
- 19-324** Action on an Amendment to the Zoning Code, SCCC Chapter 18.76 Architectural Review
- 19-1083** Consideration of Councilmember O’Neill’s Request Related to the City’s Participation in an “Innovation Zone” with the City of San José for the Stevens Creek Corridor

- 19-1082** Consideration of Councilmember O'Neill's Request to Work Collaboratively with the VTA, County of Santa Clara and the Cities of Cupertino and San Jose Regarding a Stevens Creek Boulevard Corridor Study
- 19-298** Action on Resolution Amending Rate Schedules for Electric Service for All Classes of Customers, Effective January 1, 2020 and establishing Rate Schedule PA-E

Tuesday, December 3, 2019 – Santa Clara Stadium Authority Board Meeting and Special Council and Authorities Concurrent Meeting

Public Hearing/General Business

- 19-806** Consideration of a Successor Agreement with Recology for Residential Recycling
- 19-1081** Action on the Financial Status Report for the Quarter and /Fiscal Year Ending March 31, 2019
- 19-1007** Adopt a Resolution to Call a Special Election to Place a Charter Amendment Measure Regarding District Elections on the March 3, 2020 Ballot, Request that the County Consolidate the Election with the Statewide Primary Election, and Set the Dates for Arguments, Impartial Analysis and Rebuttals
- 19-1275** City Auditor Presentation of the City's Audit Function
- 19-1154** Certify the 2019 Update to the Sanitary Sewer Management Plan (SSMP)

Tuesday, December 10, 2019 Council and Authorities Concurrent Meeting

Joint Dinner – 5:00 PM

- 19-1195** Joint Dinner Meeting with Youth Commission

Public Hearing/General Business

- 19-1199** **Public Hearing:** Action on Patrick Henry Drive Specific Plan Notice of Preparation
- 19-807** Action on a Successor Agreement with Mission Trail Waste Systems for Exclusive Franchise for the Collection and Transportation of Garbage, Organics, and Commercial Recyclables
- 19-451** Update on Requested Information on Commercial Cannabis Activities
- 19-1272** Action on an Agreement with Greenwaste Recovery, Inc. for Solid Waste Processing, Transfer, Transport, Recycling and Disposal Services

Tuesday, December 17, 2019 Council and Authorities Concurrent Meeting

Study Session

- 19-496** **User Fee Phase III**

Public Hearing/General Business

- 19-1225** **Public Hearing:** Action on 3035 El Camino Real Residential Project located at 3035 El Camino Real

- 19-074** SVP Quarterly Strategic Plan Update
- 19-496** Discussion on Community Room Rental Fees
- 19-1260** **Public Hearing:** Action on Amendment No. 1 to Development Agreement with Innovation Commons Owner LLC (Previously Yahoo)
- 19-1279** Action on the City of Santa Clara Audited Comprehensive Annual Financial Report (CAFR), Audited Silicon Valley Power (SVP) Financial Statements, an Audited Transportation Development Act (TDA) Financial Statements for Fiscal Year Ended June 30, 2019, as Recommended by the City Council Audit Committee

Tuesday, January 21, 2020 Council and Authorities Concurrent Meeting

Public Hearing/General Business

- 19-1239** Action on Santa Clara Convention Center 1st Quarter Financial Status Report

Tuesday, January 28, 2020 Council and Authorities Concurrent Meeting

Joint Dinner – 5:00 PM

- 19-1212** Joint Dinner meeting with Cultural Commission

Public Hearing/General Business

20-496 Agenda Items Pending – To Be Scheduled

Thursday, January 30, 2020 City Council Goal and Policy Setting Session (time and location TBD)

Friday, January 31, 2020 City Council Goal and Policy Setting Session (time and location TBD)

Tuesday, February 11, 2020 Council and Authorities Concurrent Meeting

Joint Dinner – 5:00 PM

- 19-1212** Joint Dinner meeting with Library Trustees

Public Hearing/General Business

20-496 Agenda Items Pending – To Be Scheduled

Tuesday, February 18, 2020 Santa Clara Stadium Authority Board Meeting

Public Hearing/General Business

20-496 Agenda Items Pending – To Be Scheduled

Tuesday, February 25, 2020 Council and Authorities Concurrent Meeting

Public Hearing/General Business

20-496 Agenda Items Pending – To Be Scheduled

Tuesday, March 17, 2020 Council and Authorities Concurrent Meeting

Joint Dinner – 5:00 PM

19-1212 Joint Dinner meeting with Historical and Landmarks Commission

Public Hearing/General Business

20-496 Agenda Items Pending – To Be Scheduled

Tuesday, March 31, 2020 Council and Authorities Concurrent Meeting

Public Hearing/General Business

20-496 Agenda Items Pending – To Be Scheduled

AGENDA ITEMS TO BE SCHEDULED TO A FUTURE DATE