



City of Santa Clara

Revised Meeting Agenda

Council and Authorities Concurrent Meeting

Tuesday, February 25, 2020

3:30 PM

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

Revision: *Reflect Councilmember O'Neill's Room Number

Councilmember O'Neill will be attending remotely from the following location:
Mayflower Renaissance Washington
1127 Connecticut Ave NW
Room 606*
Washington, DC 20036

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

3:30 PM CLOSED SESSION

Call to Order in the Council Chambers

Confirmation of a Quorum

Public Comment

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

20-215 [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 \(Public Safety Non-Sworn Employees Association\)](#)

- 20-274** [Conference with Legal Counsel-Anticipated Litigation \(CC\)](#)
[Pursuant to Gov. Code § 54956.9\(d\)\(2\) - Exposure to litigation](#)
[Number of potential cases: 1](#)
[\(Facts and Circumstances\)](#)
[City as potential defendant: Letter from Gibson Dunn law firm,](#)
[representing Related Santa Clara LLC, dated September 24,](#)
[2018 regarding Force Majeure under DDA](#)
- 20-275** [Conference with Legal Counsel-Anticipated Litigation \(CC\)](#)
[Pursuant to Gov. Code § 54956.9\(d\)\(4\) - Initiation of litigation](#)
[Number of potential cases: 2](#)
- 20-282** [Conference with Legal Counsel-Existing Litigation \(CC\)](#)
[Pursuant to Gov't Code § 54956.9\(d\)\(1\)](#)
[Pomeroy Eichler Neighborhood Preservation Society, an](#)
[Unincorporated Association, et al. v. City of Santa Clara, et al.,](#)
[Santa Clara County Superior Court Case No. 18CV334205](#)

Convene to Closed Session (Council Conference Room)

5:00 PM JOINT DINNER

Call to Order in the Council Chambers

Confirmation of a Quorum

- 20-1212** [Joint Dinner Meeting with Cultural Commission](#)

6:00 PM COUNCIL REGULAR MEETING

Call to Order

Pledge of Allegiance and Statement of Values

Roll Call

REPORTS OF ACTION TAKEN IN CLOSED SESSION MATTERS

CONTINUANCES/EXCEPTIONS

SPECIAL ORDER OF BUSINESS

1. 20-27 [Recognition of Pacific Autism Center for Education's 30th Anniversary](#)
2. 20-1434 [Welcome to Father Kevin O'Brien, S.J. as President of Santa Clara University](#)
3. 20-44 [Presentation by County Assessor regarding California Schools and Local Communities Funding Act of 2020](#)

CONSENT CALENDAR

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

- 4.A 20-221 [Action on Council and Authorities Concurrent Meeting Minutes of January 14, 2020 and January 28, 2020 \[Council Pillar: Enhance Community Engagement and Transparency\]](#)

Recommendation: Note and file Council and Authorities Concurrent Meeting Minutes of January 14, 2020 and January 28, 2020.

- 4.B 20-04 [Board, Commissions and Committee Minutes \[Council Pillar: Enhance Community Engagement and Transparency\]](#)

Recommendation: Note and file the Minutes of:

Bicycle and Pedestrian Advisory Committee - March 25, 2019

Bicycle and Pedestrian Advisory Committee - June 24, 2019

Housing Rehabilitation Loan Committee - June 9, 2019

Housing Rehabilitation Loan Committee - November 14, 2019

Senior Advisory Commission - November 25, 2019

Youth Commission - January 14, 2020

- 4.C 20-89 [Action on Bills and Claims Report \(CC, SOSA\) for the period January 17th, 2020 - January 30th, 2020 \[Council Pillar: Enhance Community Engagement and Transparency\]](#)

Recommendation: Approve the list of Bills and Claims for January 17, 2020 - January 30, 2020.

- 4.D 20-235** [Action on a Resolution Amending Silicon Valley Power's Rules and Regulations to Remove the Requirement for New or Modified Self-Generation Facilities to Utilize Renewable Generation and Fuel Sources \[Council Pillar: Sustainability\]](#)

Recommendation: Adoption of a Resolution Amending Silicon Valley Power's Rules and Regulations to Remove the Requirement for New or Modified Self-Generation Facilities to Utilize Renewable Generation and Fuel Sources.

- 4.E 20-1370** [Action on Appointing a City of Santa Clara Bicycle Pedestrian Advisory Committee Member to Serve as the City's Representative on the Santa Clara Valley Transportation Authority Bicycle Pedestrian Advisory Committee \[Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure\]](#)

Recommendation: Appoint the City of Santa Clara Bicycle Pedestrian Advisory Committee member Betsy Megas to serve as the City's representative on the Santa Clara Valley Transportation Authority Bicycle Pedestrian Advisory Committee.

- 4.F 20-1453** [Action on Authorizing the City Manager to Accept the Public Park and Trail Easements at Santa Clara Square from 3255 Scott Boulevard, LLC et al. and to Record the Related Documents \[Council Pillar: Enhance Community Sports & Recreational Assets\]](#)

Recommendation:

1. Approve and authorize City Manager to execute Meadow Park Grant Deed and all documents necessary to transfer the park to the City subject to City Attorney approval as to form;
2. Approve and authorize City Manager to execute "Redwood Trail" and "Trail Connection" easements grant and all documents necessary to grant a nonexclusive easement and right-of-way to the City subject to City Attorney approval as to form; and
3. Authorize City Manager to record previously executed Park Maintenance Agreement, dated April 9, 2019.

4.G 20-180 [Action on an Agreement for Services with Dasher Technologies, Inc. for the Blade Center Replacement Project \[Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure\]](#)

- Recommendation:**
1. Authorize the City Manager, or her designee, to execute an Agreement for Services with Dasher Technologies, Inc. for the Blade Center Replacement Project for a term starting on or about March 1, 2020, and ending on or about June 30, 2025, for a total maximum not-to-exceed of \$797,677.10; and
 2. Authorize the City Manager to make minor modifications to the Agreement for Services with Dasher Technologies, Inc. and execute any and all associated documents and future amendments.

4.H 20-219 [Actions to Approve Various New and Modified Class Specifications, Adopt a Resolution Approving and Adopting Updated Salary Plans for Various Unclassified Positions, and Approve the Related Budget Amendment \[Council Pillar: Manage Strategically Our Workforce Capacity and Resources\]](#)

- Recommendation:**
1. Approve modifications to various class specifications: Revise the Electric Crew Foreperson (Job Code 550) Class Specification; Revise the Service Coordinator Inspector (Job Code 792) Class Specification; Revise the Troubleshooter (Job Code 860) Class Specification; Revise the Senior Plans Examiner (Job Code 773) Class Specification; Revise and retitle the Transportation Manager (Job Code 171; formerly Traffic Engineer) Class Specification; and Create the Chief Assistant City Attorney Class Specification;
 2. Adopt a Resolution to approve the revised salary plans for various unclassified positions to satisfy the requirements of California Code of Regulations Section 570.5; and
 3. Add 1.0 Chief Assistant City Attorney position in FY 2019/20, delete 1.0 Assistant City Attorney in FY 2020/21 and approve the related budget amendment.

4.I 20-220 [Summary of 2020 Council Priority Setting Session and Council Priorities \[Council Pillar: Enhance Community Engagement and Transparency\]](#)

Recommendation: Review and approve 2020 City Council Priority Setting Session Summary and Council Priorities.

4.J 20-101 [Action on a Resolution Approving and Authorizing the City Manager to execute a Loan Agreement with ZAEN Partners, LLC for a loan of up to \\$6,000,000 to support the construction of 150 affordable housing units located at 2302 Calle Del Mundo and Approve the Related Budget Amendment \[Council Pillar: Promote and Enhance Economic and Housing Development\]](#)

Recommendation: Alternative 1 and 2:

1. Adopt a resolution approving and authorizing the City Manager to execute a Loan Agreement with ZAEN Partners, LLC for a loan of up to \$6,000,000 to support the construction of 150 affordable housing units located at 2302 Calle Del Mundo; to make modifications to the Loan Agreement and attachments consistent with the Term Sheet and as reviewed by the City Attorney for form and consistency; to execute all documents necessary (including Deeds of Trust, Promissory Notes, and Affordable Housing Agreements) to implement the Loan Agreement and close escrow; and
2. Approve the Related Budget Amendment to increase the Loan appropriation by \$6,000,000 and decrease the Ending Fund Balance by \$6,000,000 in the Housing Successor Agency Fund.

PUBLIC PRESENTATIONS

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

CONSENT ITEMS PULLED FOR DISCUSSION

PUBLIC HEARING/GENERAL BUSINESS

5. **20-279** [Verbal Report from City Clerk regarding March 2020 Election \[Council Pillar: Enhance Community Engagement and Transparency\]](#)

6. **20-1476** [Public Hearing: Adoption of a Resolution Ordering the Abatement of a Nuisance Consisting of Growing Weeds in Association with the County Weed Abatement Program for 2019-2020 \[Council Pillar: Enhance Community Engagement and Transparency\]](#)

Recommendation: Adopt a Resolution ordering the abatement of a nuisance consisting of growing weeds in the City.

7. **20-1369** [Action on a Resolution Adopting the Santa Clara Pedestrian Master Plan \[Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure\]](#)

Recommendation: Alternative 1: Adopt a resolution adopting the Santa Clara Pedestrian Master Plan.

8. **20-234** [Report on Illegal Street Racing and Sideshow Activity \[Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure\]](#)

Recommendation: Alternative 1: Direct the City Manager to prepare a new ordinance amending Santa Clara City Code, Title 10 ("Vehicles and Traffic"), in consideration of consultant study findings, and to implement recommendations 1, 2, 3, 4, 5, and 6 as presented in this report.

REPORTS OF MEMBERS AND SPECIAL COMMITTEES

CITY MANAGER/EXECUTIVE DIRECTOR REPORT

- 20-96** [Update on City Council and Stadium Authority Staff Referrals \[Council Pillar: Enhance Community Engagement and Transparency\]](#)

- 20-211** [Tentative Meeting Agenda Calendar \(TMAC\) \[Council Pillar: Enhance Community Engagement and Transparency\]](#)

ADJOURNMENT

The next regular scheduled meeting is on Tuesday evening, March 17, 2020 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

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

20-215

Agenda Date: 2/25/2020

SUBJECT

Conference with Labor Negotiators (CC)

Pursuant to Gov. Code § 54957.6

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

Employee Organization(s):

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

Unit #2-Santa Clara Police Officer's Association

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

Unit #4-City of Santa Clara Professional Engineers

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

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

Unit #9-Miscellaneous Unclassified Management Employees

Unit #9A-Unclassified Police Management Employees

Unit #9B-Unclassified Fire Management Employees

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



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Agenda Report

20-274

Agenda Date: 2/25/2020

SUBJECT

Conference with Legal Counsel-Anticipated Litigation (CC)

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

Number of potential cases: 1

(Facts and Circumstances)

City as potential defendant: Letter from Gibson Dunn law firm, representing Related Santa Clara LLC, dated September 24, 2018 regarding Force Majeure under DDA



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Agenda Report

20-275

Agenda Date: 2/25/2020

SUBJECT

Conference with Legal Counsel-Anticipated Litigation (CC)
Pursuant to Gov. Code § 54956.9(d)(4) - Initiation of litigation
Number of potential cases: 2



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Agenda Report

20-282

Agenda Date: 2/25/2020

SUBJECT

Conference with Legal Counsel-Existing Litigation (CC)

Pursuant to Gov't Code § 54956.9(d)(1)

Pomeroy Eichler Neighborhood Preservation Society, an Unincorporated Association, et al. v. City of Santa Clara, et al., Santa Clara County Superior Court Case No. 18CV334205



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Agenda Report

20-1212

Agenda Date: 2/25/2020

REPORT TO COUNCIL

SUBJECT

Joint Dinner Meeting with Cultural Commission

BACKGROUND

On July 19, 2016, the City Council approved publicly noticed joint dinner meetings in an effort to increase communication between City Council and City boards, committees and commissions.

DISCUSSION

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

The Cultural Commission will provide the City Council with an update on current activities and potential future projects

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 staff time.

PUBLIC CONTACT

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

Approved by: Deanna J. Santana, City Manager



Agenda Report

20-27

Agenda Date: 2/25/2020

REPORT TO COUNCIL

SUBJECT

Recognition of Pacific Autism Center for Education's 30th Anniversary

BACKGROUND

The Pacific Autism Center for Education (PACE) was founded in 1989 with a mission to enhance the lives of people impacted by autism through innovation, exceptional education, and compassionate care. PACE started out with just 14 students and two group homes in 1989.

DISCUSSION

Today, PACE serves over 60 students in its preschool and K-12 school, and 36 children and adults in its residential program. PACE provides high-quality programs for children and adults with autism, ranging from music and art to occupational and speech therapies.

PACE is truly a cornerstone in the Santa Clara community and serves the needs of citizens and families whose lives are touched by autism. The work, enthusiasm, dedication, and compassion of the founders and staff have been integral to the success of PACE's students. The City of Santa Clara commends PACE for its commitment to integrating individuals with autism into the community, and the importance of educating the community about autism.

In honor of PACE's 30 years of service to individuals with autism, the Santa Clara City Council will present a Proclamation to call attention to the staff and leaders at PACE who set an example to us all through their tireless efforts and advocacy towards the goal of providing attentive and encouraging environments that enable success.

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 staff time.

PUBLIC CONTACT

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

Approved by: Deanna J. Santana, City Manager



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Agenda Report

20-1434

Agenda Date: 2/25/2020

REPORT TO COUNCIL

SUBJECT

Welcome to Father Kevin O'Brien, S.J. as President of Santa Clara University

BACKGROUND

Established in 1851, Santa Clara University is the oldest operating institution of higher learning in California and has remained in its original location for 168 years.

The City of Santa Clara (City), incorporated in 1852, and Santa Clara University have 167 years of shared history and collaboration toward the achievement of excellence in the community. The City places tremendous value on its special relationship with the University and the common goals espoused by both institutions.

On October 11, 2019, Father Kevin O'Brien, S.J. was inaugurated as the 29th President of Santa Clara University.

DISCUSSION

As a Special Order of Business on February 25, 2020, the City Council will recognize and formally welcome Father Kevin O'Brien to the City of Santa Clara and community.

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.

PUBLIC CONTACT

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

Approved by: Deanna J. Santana, City Manager



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Agenda Report

20-44

Agenda Date: 2/25/2020

REPORT TO COUNCIL

SUBJECT

Presentation by County Assessor regarding California Schools and Local Communities Funding Act of 2020

BACKGROUND

Proposition 13, the People's Initiative to Limit Property Taxation (commonly known as Prop 13) was enacted in 1978. Under Section 1 (a) of Prop 13, "The maximum amount of any ad valorem tax on real property shall not exceed 1% of the full cash value of such property, subject to an inflation factor, not to exceed 2% per year." Prop 13 covers all real estate, residential and commercial.

DISCUSSION

The Schools and Local Communities Funding Act of 2020 (commonly known as the Split Roll Initiative), is a ballot act on the November 2020 ballot. The Split Roll Initiative proposes to tax certain commercial and industrial real property based on fair market value and dedicates a portion of any increased revenue to education and local services.

Santa Clara County Assessor Lawrence E. Stone has requested the opportunity to present the City Council with specific details on the implementation of the Split Roll Initiative. Assessor Stone will present at the February 25, 2020 City Council meeting.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

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

PUBLIC CONTACT

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

Approved by: Deanna J. Santana, City Manager



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Agenda Report

20-221

Agenda Date: 2/25/2020

REPORT TO COUNCIL

SUBJECT

Action on Council and Authorities Concurrent Meeting Minutes of January 14, 2020 and January 28, 2020 [Council Pillar: Enhance Community Engagement and Transparency]

RECOMMENDATION

Note and file Council and Authorities Concurrent Meeting Minutes of January 14, 2020 and January 28, 2020.



City of Santa Clara

Meeting Minutes

Council and Authorities Concurrent Meeting

01/14/2020

3:00 PM

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

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

3:00 PM CLOSED SESSION

Call to Order in the Council Chambers

Councilmember Davis called the Closed Session to order at 3:03 PM.

Confirmation of a Quorum

Assistant City Clerk Pimentel confirmed a quorum.

Public Comment

None.

[20-71](#)

Public Employee Performance Evaluation (CC)
Pursuant to Gov. Code § 54957
Title: City Attorney

[20-70](#)

Conference with Labor Negotiators (CC)
Pursuant to Gov. Code § 54957.6
City representative: Mayor Lisa M. Gillmor
Unrepresented employee: City Manager

Convene to Closed Session (Council Conference Room)

5:00 PM JOINT DINNER

Call to Order in the Council Chambers

Mayor Gillmor called the Joint Dinner Meeting with the **Senior Advisory Commission** to order at 5:11 PM.

Confirmation of a Quorum

[20-1196](#)

Joint Dinner Meeting with Senior Advisory Commission

6:00 PM COUNCIL REGULAR MEETING

Call to Order

Mayor Gillmor called the Regular Meeting to order at 6:17 PM.

Pledge of Allegiance and Statement of Values

Roll Call

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

Absent: 1 - Vice Mayor Patricia M. Mahan

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

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

Absent: 1 - Vice Mayor Mahan

REPORTS OF ACTION TAKEN IN CLOSED SESSION MATTERS

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

CONTINUANCES/EXCEPTIONS

None.

SPECIAL ORDER OF BUSINESS

City Manager Santana gave a PowerPoint presentation on the City of Santa Clara's feature in the Business View magazine.

City Clerk Haggag reported on the City of Santa Clara's Dark Money Ordinance and encouraged the public to report Election related activities.

CONSENT CALENDAR

A motion was made by Councilmember Davis, seconded by Councilmember O'Neill, to approve the balance of the Consent Calendar (except Items 2.I, 2.N, 2.O, and 2.P).

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

Excused: 1 - Vice Mayor Mahan

- 2.A** [20-1452](#) Joint Council and Authorities Concurrent/Stadium Authority/Bayshore North Project Enhancement Authority/Successor Agency to the City of Santa Clara Redevelopment Agency Meeting Minutes of November 5, 2019, Special City Council Meeting Minutes of November 12, 2019 and Council and Authorities Concurrent Meeting Minutes of November 19, 2019 [Council Pillar: Enhance Community Engagement and Transparency]

Recommendation: Note and file the Joint Council and Authorities Concurrent/Stadium Authority/Bayshore North Project Enhancement Authority/Successor Agency to the City of Santa Clara Redevelopment Agency Meeting Minutes of November 5, 2019, Special City Council Meeting Minutes of November 12, 2019 and Council and Authorities Concurrent Meeting Minutes of November 19, 2019.

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

- 2.B** [20-01](#) Board, Commissions and Committee Minutes [Council Pillar: Enhance Community Engagement and Transparency]

Recommendation: Note and file the Minutes of:

Youth Commission - November 12, 2019

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

- 2.C** [20-1469](#) Action on Bills and Claims Report (CC, SA) for the period November 22nd - December 19th [Council Pillar: Enhance Community Engagement and Transparency]

Recommendation: Approve the list of Bills and Claims for November 22, 2019 - December 19, 2019.

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

- 2.D [20-1471](#) Action on Approving the Cultural Commission 2020 Schedule of Regular Meetings [Council Pillar: Enhance Community Engagement and Transparency]

Recommendation: Approve the Cultural Commission 2020 Schedule of Regular Meetings.

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

- 2.E [20-1470](#) Action on Approving the Senior Advisory Commission 2020 Schedule of Regular Meetings [Council Pillar: Enhance Community Engagement and Transparency]

Recommendation: Approve the 2020 Senior Advisory Commission Schedule of Regular Meetings.

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

- 2.F [20-647](#) Action on the Award of the Public Works Contract for the Serra Substation Construction Project [Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure]

Recommendation:

1. Award the Public Works Contract for the Serra Substation Construction Project (Contract No. 2104A) to the lowest responsive and responsible bidder, Newtron, LLC, in the amount of \$4,987,510 and authorize the City Manager to execute any and all documents necessary for the award, completion and acceptance of the Project; and
2. Authorize the City Manager to execute change orders up to 10% of the original contract amount, or \$498,751, for a total not-to-exceed amount of \$5,486,261 for Contract No. 2104A.

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

- 2.G [20-1125](#) Action on Adopting a Resolution Authorizing the City Manager, or Designee, to Execute all California Department of Transportation Disadvantaged Business Enterprise Implementation Agreements [Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure]

Recommendation: Adopt a Resolution authorizing the City Manager, or designee, to execute all California Department of Transportation Disadvantaged Business Enterprise Implementation Agreements.

A motion was made by Councilmember Davis, seconded by Councilmember O'Neill, to adopt Resolution No. 20-8799 authorizing the City Manager, or designee, to execute all California Department of Transportation Disadvantaged Business Enterprise Implementation Agreements.

- 2.H** [20-1429](#) Action on Amendment No. 1 to an Agreement for Services with Hulberg and Associates, Inc. dba Valbridge Property Advisors for Easement and Parcel Assessment Services
[Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure]

Recommendation: Authorize the City Manager to execute Amendment No. 1 to an Agreement for Services with Hulberg and Associates, Inc. dba Valbridge Property Advisors to increase the not-to-exceed compensation by \$200,000 to \$300,000 for easement and parcel assessment services.

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

- 2.J** [20-1239](#) Action on the Santa Clara Convention Center FY 2019/20 1st Quarter Financial Status Report [Council Pillars: Promote and Enhance Economic and Housing Development, Enhance Community Engagement and Transparency, and Sustainability]

Recommendation: Note and file the Santa Clara Convention Center Financial Status Report for the first quarter ended September 30, 2019, as submitted by Spectra.

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

- 2.K** [20-1279](#) Action on the City of Santa Clara Audited Comprehensive Annual Financial Report (CAFR), Audited Silicon Valley Power (SVP) Financial Statements, and Audited Transportation Development Act (TDA) Financial Statements for Fiscal Year Ended June 30, 2019, as Recommended by the City Council Audit Committee [Council Pillars: Enhance Community Engagement and Transparency and Sustainability]

Recommendation: Note and file, as recommended by the City Council Audit Committee:

1. The audited City of Santa Clara Comprehensive Annual Financial Report (CAFR) for fiscal year ended June 30, 2019;
2. The audited City of Santa Clara Electric Utility Enterprise Fund (Silicon Valley Power) Financial Statements for fiscal year ended June 30, 2019; and
3. The audited Transportation Development Act (TDA) Financial Statements for fiscal year ended June 30, 2019.

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

- 2.L [20-1300](#) Action to Authorize the City Manager to Execute an Agreement with Cascadia Consulting Group, Inc. for Climate Action Plan Update Services [Council Pillar: Sustainability]

Recommendation: 1. Authorize the City Manager to execute an agreement with Cascadia Consulting Group, Inc. to provide Climate Action Plan Update Services for an initial two-year term ending December 31, 2021, for a maximum compensation not to exceed \$211,684, subject to the annual appropriation of funds; and
2. Authorize the City Manager to execute two one-year options to extend the term of the Agreement after the initial term through December 31, 2023, subject to the annual appropriation of funds.

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

- 2.M [20-1392](#) Action on Annual Appointment of Vice Mayor and Chaplain [Council Pillar: Enhance Community Engagement and Transparency]

Recommendation: Appoint Karen Hardy as Vice Mayor and appoint Patricia M. Mahan as Chaplain for approximately one year until the appointment of a successor Vice Mayor and successor Chaplain in January 2021.

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

- 2.Q [20-36](#) Budget Action to implement the terms of the settlement of the various Sandau v. City of Santa Clara, et al., Matters [Council Pillar: Enhance Community Engagement and Transparency]

Recommendation: 1. Approve payment from the Special Liability Insurance Fund in the amount of \$416,062.70 to Mr. Sandau and his counsel in accordance with the terms of the settlement agreement; and
2. Approve a Budget Amendment transferring funds from the Electric Utility Fund to the Special Liability Insurance Fund in the amount of \$416,063.

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

- 2.R [20-40](#) Action on Amendment No. 1 to the Agreement for Performance of Services with Davey Tree Surgery Company [Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure]

Recommendation: Authorize the City Manager to execute Amendment No. 1 to the Agreement for Services with Davey Tree Surgery Company.

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

PUBLIC PRESENTATIONS

Public Speaker(s): Michael Fisher
Mary O. Grizzle
Public Speaker (1)

CONSENT ITEMS PULLED FOR DISCUSSION

- 2.I [20-1450](#) Action on Adoption of Ordinance No. 2011 Amending Chapter 18.76, ("Architectural Review") of Title 18 ("Zoning") of "The Code of the City of Santa Clara, California" and Making Other Clarifying Changes
[Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure]

Recommendation: Adopt Ordinance No. 2011 Amending Chapter 18.76, ("Architectural Review") of Title 18 ("Zoning") of "The Code of the City of Santa Clara, California" and Making Other Clarifying Changes.

Councilmember Hardy pulled this item to express comments of concern.

Public Speaker(s): Bob O'Keefe
Public Speaker (1)

A motion was made by Councilmember Davis, seconded by Councilmember O'Neill, to continue this item to the January 28, 2020 Council meeting to modify the ordinance to require a public hearing to construct a second story addition to an existing single family residence, or to demolish an existing single family residence.

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

Excused: 1 - Vice Mayor Mahan

- 2.N [20-1456](#) Action on Agreements with 3fold Communications LLC; Circlepoint, and Singer Associates Inc. for Communications Consulting Services [Council Pillar: Enhance Community Engagement and Transparency]

Recommendation: 1. Adopt a Resolution authorizing the City Manager:

- a. To execute agreements with Circlepoint and 3fold Communications, LLC to provide communications and marketing services for an initial three-year term plus two one-year option terms ending on or about January 14, 2025, provided that both one-year option terms are exercisable at the sole discretion of the City.
- b. To negotiate and execute an agreement with Singer Associates, Inc. to provide communications and marketing services for an initial 30-month term plus two one-year option terms ending on or about January 14, 2025, provided that both one-year option terms are exercisable at the sole discretion of the City.
- c. To execute amendments to each the agreements approved in this resolution to extend services and add funds as required during the initial term of the agreements and to exercise the two one-year options, subject to the appropriation of funds.

Mayor Gillmor pulled this item to amend staff recommendation.

A motion was made by Councilmember Davis, seconded by Councilmember Hardy, to (1) adopt Resolution No. 20-8800 authorizing the City Manager: a.) to execute agreements with Circlepoint and 3fold Communications, LLC to provide communications and marketing services for initial three-year term plus two one-year option terms ending on or about January 14, 2025, provided that both one-year option terms are exercisable at the sole discretion of the City; b.) to negotiate and execute an agreement with Singer Associates, Inc. to provide communications and marketing services for an initial 30-month term plus two one-year option terms ending on or about January 14, 2025, provided that both one-year options terms are exercisable at the sole discretion of the City; c.) to execute amendments to each the agreements approved in this resolution to extend services and add funds as required during the initial term of the agreements and to exercise the two one-year options, subject to the appropriation of funds; and (2) add language to the agreements to have the agreements reviewed annually.

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

Excused: 1 - Vice Mayor Mahan

1. [20-1466](#) Recognition of Santa Clara students for their participation in Santa Clara Valley Science and Engineering Fair Association's Synopsis Championship Science Fair (SCVSEFA Fair)

Council recognized the students for their participation in the Santa Clara Valley Science and Engineering Fair Association's Synopsis Championship Science Fair (SCVSEFA Fair).

Dr. Katey Korsmeyer, Veena Jain and Forrest Williams were called to speak, and introduced and invited the students to come up to be recognized.

- 2.O [20-1465](#) Action on Amendment No. 3 to the Agreement with Jones Lang LaSalle Americas, Inc. for Consulting Services Related to Santa Clara Convention Center and Destination Marketing Organization and Related Budget Amendment [Council Pillars: Promote and Enhance Economic and Housing Development and Sustainability]

Recommendation: Approve and authorize the City Manager to execute Amendment No. 3 with Jones Lang LaSalle America's Inc. to expand the scope of services, increase compensation by \$194,500 for a revised not-to-exceed contract amount of \$549,000, extend the term of the agreement to December 31, 2020, and approve the related budget amendment.

Councilmember Chahal pulled this item for further clarification.

Assistant City Manager Shikada addressed Council questions.

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

Aye: 5 - Councilmember Hardy, Councilmember O'Neill, Councilmember Davis, Councilmember Watanabe, and Mayor Gillmor

Nay: 1 - Councilmember Chahal

Excused: 1 - Vice Mayor Mahan

2.P [20-26](#)

Action on: (1) Agreement with Superior, LLC for Residential and Business Alarm Management Software and (2) Introduction of an Ordinance Amending Chapter 8.40 of the City Code ("False Alarm Regulation") [Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure]

- Recommendation:**
1. Approve a three-year Agreement with Superior LLC, for Residential and Business Alarm Management Software and authorize the City Manager to automatically renew the agreement for additional one-year periods, with a maximum of two additional one-year periods, as necessary, without further Council action; and
 2. Approve Introduction of an Ordinance Amending Chapter 8.40 of the City Code ("False Alarm Regulation").

Councilmember Chahal pulled this item for further clarification.

Police Captain Kazem and Assistant City Attorney Reuter addressed Council questions.

A motion was made by Councilmember Davis, seconded by Councilmember Watanabe, to: (1) approve a three-year agreement with Superior LLC, for Residential and Business Alarm Management Software and authorize the City Manager to automatically renew the agreement for additional one-year periods, with a maximum of two additional one-year periods, as necessary, without further Council action; and (2) approve the introduction of Ordinance No. 2012 amending Chapter 8.40 of the City Code ("False Alarm Regulation").

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

Absent: 1 - Vice Mayor Mahan

PUBLIC HEARING/GENERAL BUSINESS

At this point in the meeting and thereafter, Councilmember Hardy is Vice Mayor Hardy and Vice Mayor Mahan is Councilmember Mahan.

3. [20-51](#) Study Session on the City's Community Room Rental Fee Structure and Use Policies [Council Pillar: Enhance Community Engagement and Transparency]

Recommendation: Review and provide input on the City's Community Room Rental Use Policies and Fee Structure.

Assistant City Manager Bojorquez presented a PowerPoint Presentation on the staff report.

Public Speaker(s): Jan Hintermeister
Public Speaker (1)

Council expressed comments and provided input to staff (no motion taken).

Mayor Gillmor called for a recess at 8:40 PM and reconvened the meeting at 8:46 PM.

4. [20-1260](#) Public Hearing: Action on Amendment No. 1 to Development Agreement with Innovation Commons Owner LLC (Previously Yahoo!) [Council Pillars: Promote and Enhance Economic and Housing Development and Sustainability]

Recommendation: Alternative 1: Introduce an Ordinance to approve the First Amendment to Development Agreement between the City of Santa Clara and Innovation Commons Owner LLC for a three-year extension and adding a requirement for a 25% overall vehicle trip reduction through Transportation Demand Measures.

Director of Community Development Crabtree presented a PowerPoint presentation on the staff report.

Public Speaker(s): Applicant	Marc Goldberg
Mary O. Grizzle	Paul McNamara
Robert Fitch	Kristine Beebe
John Elwood	Cheryl Walsh
Randy Robinson	Suds Jain
Dan Meyberg	Brian Goldenberg

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

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

Excused: 1 - Councilmember Mahan

A motion was made by Vice Mayor Hardy, seconded by Councilmember Chahal, to continue the item to a future Council meeting adding a renegotiation of fees.

No vote was taken as Vice Mayor Hardy withdrew the motion.

A motion was made by Councilmember Watanabe, seconded by Councilmember Davis, to deny the staff recommendation and approve alternative 3: Do not introduce an Ordinance to approve the First Amendment to Development Agreement between the City of Santa Clara and Innovation Commons Owner LLC for a three-year extension.

Aye: 5 - Councilmember O'Neill, Councilmember Davis, Councilmember Watanabe, Councilmember Chahal, and Mayor Gillmor

Nay: 1 - Vice Mayor Hardy

Excused: 1 - Councilmember Mahan

Mayor Gillmor called for a recess at 10:39 PM and reconvened the meeting at 10:43 PM.

5. [20-33](#) Update on the Proposal by the City of San Jose to Modify the North San Jose Area Development Policy [Council Pillars: Deliver and Enhance High Quality Efficient Services and Infrastructure and Promote and Enhance Economic and Housing Development]

Recommendation: Note and file this report regarding the proposal from San Jose to Modify the North San Jose Area Development Policy.

Assistant City Manager Pineda presented the PowerPoint Presentation on the staff report.

Public Speaker(s): Sanjeev Acharya

A motion was made by Councilmember O'Neill, seconded by Councilmember Davis, to note and file the report regarding the proposal from San Jose to modify the North San Jose Area Development Policy.

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

Excused: 1 - Councilmember Mahan

REPORTS OF MEMBERS AND SPECIAL COMMITTEES

Councilmember Davis reported on her attendance at the Santa Clara Police Department Open House and expressed comments of concern regarding a recent news article.

Councilmember Watanabe also reported on her attendance on the well-attended Santa Clara Police Department Open House.

Councilmember Chahal reported on his attendance at the Santa Clara Police Department Open House.

CITY MANAGER/EXECUTIVE DIRECTOR REPORT

[20-72](#)

Informational Report on Corrections to Santa Clara Weekly's Articles regarding City Management Compensation

City Manager Santana presented a PowerPoint Presentation on clarifications to Santa Clara Weekly's articles regarding city management compensation.

City Manager Santana reported on the following:

- The annual calendars are out and being distributed.
- The Council Priority Setting Session is listed on the annual calendar.
- KGO/ABC will be doing a feature on the City's various library services.
- Acknowledged that Magical Bridge Input Meeting will be held on January 18th from 2:00 PM - 4:00 PM at the Community Recreation Center.

[20-42](#)

Update on City Council and Stadium Authority Staff Referrals Council Pillar: Enhance Community Engagement and Transparency

[20-52](#)

Tentative Meeting Agenda Calendar (TMAC) [Council Pillar: Enhance Community Engagement and Transparency]

ADJOURNMENT

The meeting was adjourned at 11:52 PM in **memory** of **Charles "Chuck" Seymour** (retired Santa Clara Police Department Lieutenant) and **E. Jackson Going, Jr.** (longtime Santa Clara resident and founding member of the Santa Clara University Board of Fellows).

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

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

Excused: 1 - Councilmember Mahan

20-108

Adjournment of the January 14, 2020 City Council Meeting Post Meeting
Material

The next regular scheduled meeting is on Tuesday evening, January 28, 2020 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

Meeting Minutes

Council and Authorities Concurrent Meeting

01/28/2020

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

Mayor Gillmor called the Closed Session to order at 3:30 PM.

Confirmation of a Quorum

Assistant City Clerk Pimentel confirmed a quorum.

Public Comment

None.

[20-129](#)

Conference with Legal Counsel-Existing Litigation (CC)
Pursuant to Gov. Code § 54956.9(d)(1)
Bloom Energy Corporation, et al. v. City of Santa Clara, et al., Santa Clara
County Superior Court Case No. 19CV348838

[20-130](#)

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)

- [20-131](#) Conference with Labor Negotiators (CC)
Pursuant to Gov. Code § 54957.6
City representative: Mayor Lisa M. Gillmor
Unrepresented employee: City Attorney
- [20-154](#) Public Employee Performance Evaluation (CC)
Pursuant to Gov. Code § 54957
Title: City Attorney
- [20-155](#) Conference with Legal Counsel-Anticipated Litigation (CC)
Pursuant to Gov. Code § 54956.9(d)(2) - Exposure to litigation
Number of potential cases: 1
Facts and Circumstances: Letter from All Vision LLC dated January 17,
2020 regarding termination of Agreement and costs incurred

Convene to Closed Session (Council Conference Room)

5:30 PM COUNCIL REGULAR MEETING

Call to Order

Mayor Gillmor called the meeting to order at 5:33 PM.

Pledge of Allegiance and Statement of Values

Roll Call

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

1. [20-146](#) Informational Report on Councilmember Patricia Mahan's resignation from City Council

Recommendation: Note and File the staff report.

City Clerk Haggag presented the Informational Report.

Councilmember Mahan expressed it has been an honor and privilege for her to serve Santa Clara and the community throughout her Council years and gave a highlight of her top ten Council accomplishments.

Public Speaker(s): Jeannie Mahan
Bill Davis

Council expressed deep gratitude and appreciation for **Councilmember Mahan's** dedicated years of service to Santa Clara.

A motion was made by Councilmember O'Neill, seconded by Vice Mayor Hardy, to note and file the staff report.

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

Councilmember Mahan left the dais immediately after Item 1 was heard and did not return to the meeting.

2. [20-1376](#) Study Session: Census 2020 Update - Communication and Outreach Plan [Council Pillar: Enhance Community Engagement and Transparency]

Recommendation: Review and provide input on the Census 2020 Update - Communication and Outreach Plan

Management Analyst Davis in conjunction with **Ray Mueller** (Partnership Specialist U.S. Census Bureau, Los Angeles Region) presented the PowerPoint Presentation on the Study Session.

Public Speaker(s): Public Speaker (2)

REPORTS OF ACTION TAKEN IN CLOSED SESSION MATTERS

City Attorney Doyle reported that there was no reportable action taken in Closed Session.

CONTINUANCES/EXCEPTIONS

3. [20-150](#) Request to Defer: Information on Alternate Leasing Plan for Department Stores at Related Santa Clara Project [Council Pillar: Promote and Enhance Economic and Housing Development]

Recommendation: Note and file the request to defer an Information Report on Alternate Leasing Plan for Department Stores at Related Santa Clara Project.

A motion was made by Councilmember Davis, seconded by Councilmember O'Neill, to defer item to a future Council meeting to be determined.

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

Absent: 1 - Councilmember Mahan

SPECIAL ORDER OF BUSINESS

4. [20-1352](#) Recognition of Holiday Decoration Contest Winners

Recommendation: Recognize the winners of the Cultural Commission's citywide Holiday Decoration Contest.

Vice Chair Marinaro and Chair Samara presented the Special Order of Business Report to recognize the winners of the Cultural Commission's citywide Holiday Decoration Contest.

CONSENT CALENDAR

A motion was made by Councilmember Davis, seconded by Councilmember Watanabe, to approve the balance of the Consent Calendar (except Item 5.I).

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

Absent: 1 - Councilmember Mahan

- 5.A [20-74](#) Action on Special City Council Meeting Minutes of July 10, 2019, Stadium Authority and Special City Council Meeting Minutes of December 3, 2019, and Special City Council Meeting Minutes of December 9, 2019 [Council Pillar: Enhance Community Engagement and Transparency]

Recommendation: Note and file Special City Council Meeting Minutes of July 10, 2019, Stadium Authority and Special City Council Meeting Minutes of December 3, 2019, and Special City Council Meeting Minutes of December 9, 2019.

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

- 5.B [20-02](#) Board, Commissions and Committee Minutes [Council Pillar: Enhance Community Engagement and Transparency]

Recommendation: Note and file the Minutes of:

Senior Advisory Commission - October 28, 2019
Cultural Commission - November 4, 2019
Cultural Commission - December 2, 2019
Youth Commission - December 10, 2019

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

- 5.C [20-1269](#) Action on Amendment No. 1 to an Agreement with Waterproofing Associates, Inc. for On-Call Roofing Repair [Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure]

Recommendation:

1. Approve and authorize the City Manager to execute Amendment No. 1 with Waterproofing Associates, Inc. for on-call roofing repair and maintenance services for an amount not-to-exceed \$290,000, 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.

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

- 5.D [20-1428](#) Action on Power Purchase and Sale Agreements between Silicon Valley Power and West Valley-Mission Community College District and SunPower Corporation, Systems [Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure]

Recommendation:

1. Authorize the City Manager to execute a Power Purchase and Sale Agreement with West Valley-Mission Community College District;
2. Authorize the City Manager to execute a Power Purchase and Sale Agreement with SunPower Corporation, Systems; and
3. Authorize the City Manager to make any minor modifications and amendments as required for the life of these Power Purchase and Sale Agreements to maintain the balance of benefits to SVP and the other parties.

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

- 5.E [20-1467](#) Action on the Adoption of a Resolution Accepting the AB1600 Report on Development Impact Fees for Fiscal Year Ended June 30, 2019 [Council Pillar: Enhance Community Engagement and Transparency]

Recommendation: Adopt a Resolution accepting the status report on the receipt and use of AB1600 Development Impact Fees during fiscal year ending June 30, 2019.

A motion was made by Councilmember Davis, seconded by Councilmember Watanabe, to adopt Resolution No. 20-8801 accepting the status report on the receipt and use of AB1600 Development Impact Fees during fiscal year ending June 30, 2019.

- 5.F [20-2456](#) Action on Adoption of a Resolution Declaring Weeds a Public Nuisance and Setting February 25, 2020 for Public Hearing [Council Pillar: Enhance Community Engagement and Transparency]

Recommendation:

1. Adopt a Resolution ordering the abatement of nuisance consisting of growing weeds in the City; and
2. Set February 25, 2020 as the date for the required Public Hearing.

A motion was made by Councilmember Davis, seconded by Councilmember Watanabe, to 1. adopt Resolution No. 20-8802 ordering the abatement of nuisance consisting of growing weeds in the City; and 2. Set February 25, 2020 as the date for the required Public Hearing.

- 5.G [20-1388](#) Approval of the Annual Investment Policy Statement for the City of Santa Clara, its Agencies and Corporations [Council Pillar: Enhance Community Engagement and Transparency]

Recommendation:

Approve the Investment Policy for the City of Santa Clara, its agencies and corporations.

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

- 5.H [20-84](#) Supplementary Declaration of Covenants, Conditions and Restrictions (CC&Rs) for the Catalina Townhomes [Council Pillar: Promote and Enhance Economic and Housing Development]

Recommendation: Note and file the proposed Supplemental Declaration of Covenants, Conditions and Restrictions For the Catalina Townhomes.

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

PUBLIC PRESENTATIONS

None.

CONSENT ITEMS PULLED FOR DISCUSSION

- 5.I [20-73](#) Action on Confirming Strategic Direction for the Civic Center Master Plan from December 17, 2019 Study Session [Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure]

Recommendation: Direct the City Manager to proceed with a phased approach for the development of the Civic Center Master Plan with no private commercial or residential development at City Hall or adjacent parkland. The initial phase shall comprise of the Utility Building and associated Civic Center shared amenities.

Vice Mayor Hardy pulled this item from the Consent Calendar to express comments and concerns and increase public awareness.

Chief Electric Utility Officer Pineda presented the maps of the utility building and Civic Center build out and responded to **Council** comments.

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

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

Absent: 1 - Councilmember Mahan

PUBLIC HEARING/GENERAL BUSINESS

6. [20-148](#) Action on Approval of First Amendment to the City Manager Employment Agreement, and a Resolution to Amend the City Manager Employment Agreement and Approve and Adopt the Updated Salary Plan that includes the Classification of City Manager [Council Pillar: Enhance Community Engagement and Transparency]

Recommendation: Adopt a Resolution approving the First Amendment to the City Manager's Employment Agreement by and between the City of Santa Clara and Deanna J. Santana to eliminate a provision to pay a housing allowance and adjusting the City Manager's base salary to \$448,491 effective October 6, 2019; authorizing the Mayor to execute the Amendment; and updating the salary plans for the classification of City Manager.

A motion was made by Councilmember Watanabe, seconded by Councilmember Davis, to adopt Resolution No. 20-8803 approving the First Amendment to the City Manager's Employment Agreement by and between the City of Santa Clara and Deanna J. Santana to eliminate a provision to pay a housing allowance and adjusting the City Manager's base salary to \$448,491 effective October 6, 2019; authorizing the Mayor to execute the Amendment; and updating the salary plans for the classification of City Manager.

Aye: 5 - Vice Mayor Hardy, Councilmember O'Neill, Councilmember Davis, Councilmember Watanabe, and Mayor Gillmor

Nay: 1 - Councilmember Chahal

Absent: 1 - Councilmember Mahan

7. [20-1437](#) Public Hearing: Action on Project Approvals for the Proposed 65 Residential Unit Affordable Housing Project at 2330 Monroe Street [Council Pillar: Promote and Enhance Economic and Housing Development]

Recommendation: Alternatives 1, 2, 3, and 4:

1. Adopt a resolution to adopt the Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program for the Affordable Housing Project at 2330 Monroe Street;
2. Adopt a resolution to approve a General Plan amendment from Right of Way to Medium Density Residential for the property at 2330 Monroe Street;
3. Adopt a resolution to approve a rezoning from Single Family Residential (R1-6L) to Planned Development (PD) to allow development of 65 rental affordable residential units, landscaped open space, surface parking and site improvements; and
4. Adopt a resolution approving and authorizing the City Manager to negotiate and execute a Disposition and Development Agreement with Monroe Street Housing Partners L.P. for the development of 65 units of housing at 2330 Monroe Street and further authorizing the City Manager to execute all other agreements (including a Ground Lease, Loan Agreements, Deeds of Trust, Promissory Notes, and Affordable Housing Agreement) in a form consistent with the DDA and all other documents necessary or convenient to close escrow and implement the purposes and terms of the DDA

Housing & Community Services Division Manager Veach in collaboration with **Community Development Director Crabtree** presented the PowerPoint Presentation on the staff report.

Robin Zimbler (Applicant/Development Team, Founder of Freebird Development), **Jan Stokley** (Development Team, Executive Director, Housing Choices Coalition), **Paul McElwee** (Development Team, Principal, HKIT Architects) presented a PowerPoint Presentation.

Public Speaker(s): Huascar Castro
Darcy Mccann
Gabriele Cabanilla
Alex Shoor
Neeraj Mehdiratta
Julian Devon
Michael Ojeda
Public Speakers (2)

A motion was made by Councilmember Davis, Councilmember O'Neill, to close Public Hearing.

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

Absent: 1 - Councilmember Mahan

A motion was made by Councilmember Davis, seconded by Councilmember O'Neill, to 1. Adopt Resolution No. 20-8804 to adopt the Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program for the Affordable Housing Project at 2330 Monroe Street;

2. Adopt Resolution No. 20-8805 to approve a General Plan amendment from Right of Way to Medium Density Residential for the property at 2330 Monroe Street;

3. Adopt Resolution No. 20-8806 to approve a rezoning from Single Family Residential (R1-6L) to Planned Development (PD) to allow development of 65 rental affordable residential units, landscaped open space, surface parking and site improvements; and

4. Adopt Resolution No. 20-8807 approving and authorizing the City Manager to negotiate and execute a Disposition and Development Agreement (DDA) with Monroe Street Housing Partners L.P. for the development of 65 units of housing at 2330 Monroe Street and further authorizing the City Manager to execute all other agreements (including a Ground Lease, Loan Agreements, Deeds of Trust, Promissory Notes, and Affordable Housing Agreement) in a form consistent with the DDA and all other documents necessary or convenient to close escrow and implement the purposes and terms of the DDA.

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

Absent: 1 - Councilmember Mahan

8. [20-88](#) Public Hearing: Action on Resolution Amending the Municipal Fee Schedule Regarding New and Increased Alarm System and False Alarm Fees; Action on Adoption of Ordinance No. 2012 Amending Chapter 8.40 of the City Code ("False Alarm Regulation") [Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure]

Recommendation: 1. Adopt a Resolution amending the 2019-20 Municipal Fee Schedule to add new regulatory fees and amend existing regulatory fees relating to alarm systems and false alarm responses; and
2. Adopt Ordinance No. 2012 amending Chapter 8.40 of the City Code ("False Alarm Regulation").

Assistant City Attorney Reuter presented the staff report.

Public Speaker(s): Public Speaker (1)

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

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

Absent: 1 - Councilmember Mahan

A motion was made by Councilmember Davis, seconded by Vice Mayor Hardy, to 1. Adopt Resolution No. 20-8808 amending the 2019-20 Municipal Fee Schedule to add new regulatory fees and amend existing regulatory fees relating to alarm systems and false alarm responses; and 2. Adopt Ordinance No. 2012 amending Chapter 8.40 of the City Code ("False Alarm Regulation").

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

Absent: 1 - Councilmember Mahan

9. [20-135](#) Action on Introduction of Ordinance No. 2011 Amending Chapter 18.76, (“Architectural Review”) of Title 18 (“Zoning”) and Making Other Clarifying Changes
[Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure]

Recommendation: Introduce Ordinance No. 2011 Amending Chapter 18.76, (“Architectural Review”) of Title 18 (“Zoning”) of “The Code of the City of Santa Clara, California” and Making Other Clarifying Changes.

Community Development Director Crabtree presented the staff report.

Public Speaker(s): Public Speaker (1)

A motion was made by Councilmember Davis, seconded by Councilmember O'Neill, to Introduce Ordinance No. 2011 Amending Chapter 18.76, (“Architectural Review”) of Title 18 (“Zoning”) of “The Code of the City of Santa Clara, California” and Making Other Clarifying Changes.

Aye: 5 - Vice Mayor Hardy, Councilmember O'Neill, Councilmember Davis, Councilmember Watanabe, and Mayor Gillmor

Nay: 1 - Councilmember Chahal

Absent: 1 - Councilmember Mahan

10. [20-144](#) Action on Written Petition received from Santa Clara Valley Transportation Authority (VTA) regarding VTA’s BART Phase 2 Transit Oriented Communities (TOCs) Strategy Study and the Santa Clara Station Area Playbook [Council Pillar: Enhance Community Engagement and Transparency]

Recommendation: There is no staff recommendation for this issue.

Public Speaker(s): Public Speaker (1)

A motion was made by Councilmember O'Neill, seconded by Councilmember Davis, to defer the Item for consideration at the upcoming Council Priority Setting Session.

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

Absent: 1 - Councilmember Mahan

REPORTS OF MEMBERS AND SPECIAL COMMITTEES

Mayor Gillmor noted that she just returned from the U.S. Conference of Mayors Meeting and she will prepare a report for the next Council meeting.

Councilmember O'Neill reported that her and **Mayor Gillmor** attended the NCPA (Northern California Power Agency) and CMUA (California Municipal Utilities Association) Capital Day Activities in Sacramento.

Vice Mayor Hardy reported on her attendance at the BPAC (Bicycle and Pedestrian Advisory Committee) meeting.

Councilmember Davis reported on her attendance at the BAWSCA (Bay Area Water Supply and Conservation Agency) meeting.

Councilmember Watanabe reported on her attendance at the Santa Clara/Santa Cruz Counties Airport/Community Roundtable meeting.

CITY MANAGER/EXECUTIVE DIRECTOR REPORT

City Manager Santana reported on the following:

- The upcoming Council Priority Setting Session will take place on Thursday and Friday beginning at 9:00 AM at the Central Park Library;
- St. Clare statue was cleaned per Council request and shared a photo; and
- The Downtown Task Force meeting will be held on February 3, 2020 at 6:00 PM in Council Chambers.

[20-54](#)

Update on City Council and Stadium Authority Staff Referrals [Council Pillar: Enhance Community Engagement and Transparency]

[20-151](#)

Tentative Meeting Agenda Calendar (TMAC) [Council Pillar: Enhance Community Engagement and Transparency]

ADJOURNMENT

The meeting was adjourned at 9:07 PM in **memory** of **Joanne B. DeLozier** (Long term Santa Clara Community member and mother of Former Santa Clara City Councilmember David DeLozier) and **Sebastian D. Carrasco** (Former City of Santa Clara Street Maintenance Employee).

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

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

Absent: 1 - Councilmember Mahan

[20-184](#) Adjournment of the January 28, 2020 City Council Meeting Post Meeting Material

The next regular scheduled meeting is on Tuesday evening, February 11, 2020 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

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Agenda Report

20-04

Agenda Date: 2/25/2020

REPORT TO COUNCIL

SUBJECT

Board, Commissions and Committee Minutes [Council Pillar: Enhance Community Engagement and Transparency]

RECOMMENDATION

Note and file the Minutes of:

Bicycle and Pedestrian Advisory Committee - March 25, 2019
Bicycle and Pedestrian Advisory Committee - June 24, 2019
Housing Rehabilitation Loan Committee - June 9, 2019
Housing Rehabilitation Loan Committee - November 14, 2019
Senior Advisory Commission - November 25, 2019
Youth Commission - January 14, 2020



**MEETING MINUTES
March 25, 2019**

Committee Members

Present:

Karen Hardy– Chair
Thanh Do
Bruce Donoghue
Thomas Granvold
Diane Harrison
Ken Kratz
Craig Larsen
Rafael Rius
Don Sterk

Staff:

Michael Liw (Assistant Director of Public Works)
Dennis Ng (Traffic Engineer)
Carol Shariat (Principal Transportation Planner)
Marshall Johnson (Associate Engineer)
Nick Cusimano (Detective)
Falguni Amin (Principal Engineer - Design)
Praytush Bhatia (Senior Civil Engineer)

Guests:

Jeff Knowles (Alta Planning & Design)
Lola Torney (Alta Planning & Design)
Sandhya Laddh
Suds Jain
Betsy Megas
John Cordes (SVBC)

Matters for Council Action:

City Council to consider drafting a letter to the Santa Clara Valley Water District expressing support for preserving Freedom Bridge (RTC 19-817).

1. Call to Order/Roll Call

The meeting was called to order by Chair Hardy at 4:00 p.m. A quorum was present. Rafael Ruis arrived at 4:30.

2. Public Presentations

A. Ms. Laddh stated that she recently joined the Silicon Bicycle Coalition and is attending this meeting to better understand how the BPAC functions.

3. Approval of January 28, 2019 Minutes

Member Harrison motioned with a 2nd by member Granvold to approve January 28, 2019 meeting minutes with recommended changes. Members unanimously approved the motion with Chair abstaining.

4. Reports for Committee Information

- A. Santa Clara Police Department Update – Detective Cusimano informed the committee that when comparing 2017 to 2018, automobile/pedestrian related collisions had risen 20%. Los Padres @ Monroe and Warburton @ Scott were intersections showing the highest number of this type of collision. Bicycle related collisions for this same period of time had increased from 23 to 40 where 8 out of 10 collisions was the fault of the bicyclist. In 2 of these cases it was the motor vehicles fault resulting in one fatality.
- B. Follow-up items from previous meeting – None
- C. VTA BPAC Update - Member Rius reported on the February and March meetings. He noted that the Board of Directors approved the measure B program projects and allocations. The committee also discussed the Measure B bicycle and pedestrian capital project criteria for competitive grants and Measure B Education and Encouragement 5-year programs. The County staff met with City of Santa Clara staff to review the draft Santa Clara's Bike Plan update with focus on recommended expressway intersection improvements.
- D. 2019 Annual Work Plan – Ms. Shariat noted that the Creek Trail Master Plan update was moved to the June BPAC meeting due to delay in completion of the hydraulic analysis report.
- E. Grant Activity – Ms. Shariat noted that staff will be applying for additional funding for the Lafayette/Basset Street bicycle lane project through a Transportation Development Act grant which was previously discussed at the January 25, 2019 meeting. The grant deadline for this application is April 5, 2019. Staff submitted two Transportation For Clean Air applications on March 15, 2019. The two applications included funding for the planning and design phases for Pruneridge Avenue Bicycle Lanes project (Pomeroy Avenue to Winchester Boulevard) and the design and construction phases of the Saratoga Bike Lane project (San Tomas Expressway to Los Padres Boulevard) as discussed at the October 2018 meeting.
- F. 2018/19 Pavement Maintenance Project (Complete Streets Review) – Ms. Shariat reminded committee members that the list of roadways scheduled for resurfacing for both the 2018/19 and 2019/20 pavement maintenance projects were reviewed by the committee at the August 2018 meeting. From this list, the committee selected Market Street (Monroe Street to The Alameda) and Lick Mill Boulevard (Tasman Drive to Hope Drive) for new bicycle facilities. The segment of Market Street, however, needed to be deferred to the 19/20 project list due to a reduction in funding as a result of the delay in the availability of Measure B funds. The plans for the 2018/19 pavement maintenance were reviewed by the committee for consideration of incorporating complete streets elements. Member Sterk noted that Los Padres Avenue at Homestead Road needs bicycle detection for the northbound direction. Member Kratz suggested rounding of curbs that come to a 90 degree corner on pork-chop islands and commented on the need to warn bicyclists when silt bags are placed in bike lanes. Member Donoghue commented on the handicap ramps in the Franklin Square area and inquired about details relating to the coefficient of friction for the materials used for striping the bike lanes and other specification details.
- G. Bike Share Update – Mr. Bhatia gave a presentation on the City's bicycle and scooter share program. He noted that the current moratorium on bike and scooter share programs mandated by City Council in December 2018 provides time for the City to develop rules and regulations for future operators. In the meantime, the City is looking at what other cities are doing and the

rules and regulations they have adopted. The aspects to be considered as part of the program include establishing priority parking areas, geo fencing, educational outreach, fleet size, customer service, data sharing, permit fees, enforcement, liability and insurance, and fines and penalties. Stakeholder meetings will be held in April which will be followed by a City Council study session in June, a second round of draft regulations to be presented to BPAC in June, and City Council approval sometime in August.

Members comments included: the need to coordinate with neighboring cities that have existing programs, consideration for improving pavement quality in bike lanes to accommodate the smaller wheels of a scooter, recognize regulations need to be different between bikes and scooters, the need for designated parking in residential areas, consideration for electric bikes and docked bikes with one program, consideration for vendors used by adjacent cities, consideration for the use of Clipper card instead of credit cards as means of payment, the inclusion of "Activity Centers" along El Camino Real for consideration when designating docking areas.

- H. Pedestrian Master Plan – Ms. Shariat informed the Committee that the draft vision, goals, objectives, and policies were developed as a result of input from the Committee at the October 2018 meeting. Mr. Knowles presented an overview of the development process of the plan. Members comments included; the need to define adequate sidewalk width to meet the needs of all users and a method for measuring the percentage of City sidewalks that meet this criteria, a means of measuring percentage of accessible crosswalks, consider educational component, adoption of a lighting standard as a goal, review of City standard details and maintenance practices, and add policy related to providing connectivity across barriers.
- I. Developer Fee for Trails – Ms. Shariat highlighted the multiple ways that development projects are paying a fee for the implementation of trails. Currently there are three ways that developers are paying their fair share for the construction of public trails. The first is through the City's Traffic Impact Fee which is a one-time fee charged to new developments to finance capital facilities and infrastructure costs needed to offset new transportation users generated by developments. The second is through the environmental mitigation process. And the third is through a negotiated Development Agreement. Members Kratz and Donoghue commented that they would like the City to be charging higher developer fees and the use of other means besides grants for funding bicycle facilities.
- J. 15 MPH School Zones Follow-up – Mr. Ng led follow-up discussion from the January 2019 committee meeting regarding the proposed reduction of school speed zones from the current 25 mph to 15 mph. This discussion was in response to a member of the public's assertion that a California Assembly Bill was passed that allowed the City of Sunnyvale to enact changes to their school zone speed limits without performing an engineering study. After researching the matter and conferring with Sunnyvale staff, it was determined that Sunnyvale had followed the process outlined by Santa Clara City staff at the January 2019 committee meeting which complies with AB321, the California Vehicle Code, and the California Manual on Uniform Traffic Control Devices requirements. Staff recommends proceeding with the required process of evaluating the speed limit of school zones as the speed limit of the streets adjacent to each school comes up for renewal. Staff will coordinate with the police department, the school districts, and the individual schools to determine if the reduced speed limit is desired. Member Donoghue asked if anyone actively observes the schools in Santa Clara for traffic safety related issues. Mr. Ng noted that the Police Department has school resource officers assigned to the schools and that Officer Nick Cusimano would be able to provide additional information related to this question. Mr. Donoghue also expressed concern over vehicle speeds at the crosswalk located on Mauricia Avenue at Claremont Avenue and he asked the officer if there was data available regarding vehicles that did not stop while pedestrians were in crosswalks.

5. Reports for Committee Action

- A. Bicycle Master Plan Update – Ms. Shariat noted that the Plan is in the final stage of development and is ready for the Committee to consider making a recommendation to City Council to consider adoption of the Plan. Ms. Torney gave a presentation outlining the process involved in developing the Draft Final Plan and facilitated a follow-up discussion regarding the Plan. Member Harrison would like to delay action on the Plan so she could have more time to review it. Member Donoghue would like to see dimensions and any pinch-points called out for the various future bicycle facilities recommended by this Plan. He also had concerns with the installation of bicycle lanes on Mission College Boulevard. Member Donoghue would like the Plan to provide policy guidelines that address non-slip surface treatment for items such as manhole covers, utility vaults, and for preventing slick conditions with the use of thermoplastic material for striping. Member Harrison would like Libraries shown on the maps in the Plan. Member Donoghue motioned with a 2nd by member Kratz to postpone vote on approval of the Plan. The motion passed six to three with members Hardy, Sterk, and Ruis dissenting.
- B. Intel Bridge Letter to Water District – Mr. Liw recapped the history and the issues related to the bridge and outlined the process approved by the City Manager for advancing a Committee sponsored letter in support of preserving the bridge. Member Donoghue commented that he had not seen any structural deficiency report that included existing ADA deficiencies surrounding the bridge and asked if City staff could perform such a study. Chair Hardy noted that the bridge was on private property and not under the jurisdiction of the City. Member Kratz would like a letter from the City Council to the Santa Clara Valley Water District to express support for preserving the bridge and to ask the Water District for a specific list of what would be needed to reconcile their concerns regarding the existing bridge. He noted that the bridge is actively used by the public and he would also like to explore possible support from local businesses for preserving the bridge. Member Kratz motioned with 2nd by member Donoghue for City Council to consider writing letter to the Santa Clara Valley Water District as previously outlined. Members approved the motion eight to one with member Hardy dissenting.

6. Added Agenda Items for Future Meetings

- A. Bicycle/Pedestrian coordinator staff position - Kratz

7. Announcements

- A. Free public transit ride on April 25th - Hardy
- B. Bike To Work Day on May 9th. Volunteers are needed for the Energizer Station - Johnson
- C. Bike to Shop Day on May 25th. Volunteers are needed - Harrison
- D. Joint City Council/BPAC dinner on March 26th- Liw

8. Adjournment: 8:35 p.m.

Member Larsen motioned with 2nd by Granvold to adjourn the meeting. Members unanimously approved the motion. Next meeting date is June 24, 2019.



**MEETING MINUTES
June 24, 2019**

Committee Members

Present:

Karen Hardy– Chair
Thanh Do
Bruce Donoghue
Thomas Granvold
Diane Harrison
Ken Kratz
Don Sterk

Staff:

Michael Liw (Assistant Director of Public Works)
Carol Shariat (Principal Transportation Planner)
Marshall Johnson (Associate Engineer)
Nick Cusimano (Detective)
Falguni Amin (Principal Engineer - Design)
Praytush Bhatia (Senior Civil Engineer)

Guests:

Hugh Loch (Alta Planning & Design)
Lola Torney (Alta Planning & Design)
Beth Martin (Alta Planning & Design)
Jack Lueder
Ryan Caldera
Betsy Megas
John Cordes (SVBC)

Matters for Council Action:

City Council to consider approving resolution to adopt Bike Plan Update 2018.

1. **Call to Order/Roll Call** (0:05:00)
The meeting was called to order by Chair Hardy at 4:06 p.m. A quorum was present.
2. **Public Presentations** (0:05:30)
A. None
3. **Approval of March 25, 2019 Minutes** (0:06:37)
Member Granvold motioned with a 2nd by member Kratz to approve March 25, 2019 meeting minutes with recommended changes. Members unanimously approved the motion.

4. Reports for Committee Information (0:11:00)

- A. Santa Clara Police Department Update – Detective Cusimano provided the committee with a breakdown on bike related collisions for the period from January through May of 2019. He noted that there were 12 injury collisions which included 5 (fault of automobile), 4 (fault of bicyclist), 2 (dual fault), 1 (no fault assigned). Member Kratz requested more specific information related to each collision. Members requested information be provided on pedestrian related collisions as well.
- B. Follow-up items from previous meeting (0:23:00) – Mr. Johnson thanked members Granvold and Larsen for their help with the energizer station for Bike to Work Day. Mr. Liw informed the Committee that City staff were successful in working with Caltrans to reduce the travel lane widths from 12 feet to 11 feet with the current repaving of El Camino Real. This will allow for additional space for the future addition of a bicycle facility. He also noted the El Camino Real Specific Plan is targeted to go before City Council next March for consideration for approval. This plan will consider the removal of parking to allow the inclusion of a bicycle facility on El Camino Real.
- C. VTA BPAC Update (0:23:30) – Mr. Johnson noted that at the VTA BPAC April 10, 2019 meeting, members were shown a presentation on Bicycle Accommodations Guidelines. Members recommended sharing the presentation with individual city BPACs. At their May 8, 2019 meeting, the VTA BPAC recommended the approval of proposed project funding for the FY2019/20 Transportation Development Act Article 3 program. The June 12, 2019 meeting was canceled.
- D. 2019 Annual Work Plan (0:38:30) – Chair Hardy led discussion on the items scheduled for the remainder of the year.
- E. Grant Activity (0:41:30) – Ms. Shariat noted that the City's Transportation Development Act application for Lafayette Street Bike Lanes and the Transportation for Clean Air application for Saratoga Street bike lanes are still pending final approval. The Caltrans Pruneridge Avenue Complete Streets planning grant application has been awarded to the City. It is anticipated that work on this grant will kick off some time in October and be completed in about two years.
- F. 2020 Pavement Preservation Project (Complete Streets Review) (0:54:00) – Ms. Shariat noted that this project involves Homestead Road (Lincoln Avenue to Kiely Boulevard), Scott Boulevard (Harrison Street to Saratoga Avenue), and Newhall Street (Saratoga Avenue to North Winchester Boulevard). The Committee initially reviewed these streets as part of the annual review of the City's pavement surface treatment project at the August of 2018 meeting. For this review, the Committee was being asked to review the project for all elements related to a Complete Streets review. It was noted that the 65% plans do not have the detail yet as to where bicycle detection would be installed. However, the City will put in bike detector loops and symbols at signalized intersections, if not there now. No additional Complete Streets Elements were recommended by the BPAC for the roadway segments included in this project at this time. Member Donoghue submitted written comments regarding treatment of bicycle facilities at the County expressway interface.
- G. Uncontrolled Crosswalk Improvements (1:10:00) – Ms. Shariat noted that in 2016 the City Council directed staff to inventory all the uncontrolled crosswalks existing in the City. As a result, CIP funds have been set aside for annually improving seven selected crosswalks. The current list of seven locations were analyzed by a consultant to determine if improvements were necessary and if so, to design and construct those recommended improvements. Plans for the recommended improvements were shared with the Committee for Complete Street review. In response to member Kratz's concerns, Mr. Bhatia noted that the installation of bulb-outs would not preclude the installation of bike lanes in the future. Member Donoghue

requested additional details regarding illumination levels at the identified crosswalks that staff could not address at this time. No additional Complete Streets Elements were recommended for this project.

- H. Pedestrian Master Plan (1:38:00) – Ms. Shariat noted that the Committee will be reviewing the revised visions, goals, and objectives document and the draft recommendations for the Plan. Ms. Martin gave a brief presentation on the progress of the Plan to date. She noted that the priority pedestrian zones were selected using information from the needs analysis which looked at safety, pedestrian comfort, destination accessibility, and walkable land uses. Mobile workshops are planned for July for gathering feedback on the Plan's project recommendations. The public comment period for comments on the project recommendations ends on July 24th. Comments should be emailed to Ms. Shariat. The dates and locations for the mobile workshops will be announced. Member Granvold would prefer to update the plan every two years instead of every ten years. Member Kratz would like destinations to include bus stops and he would like the collision data in the appendix of the plan. Mr. Donoghue requested that illumination standards for crosswalks be added as an appendix to the Plan.

5. Reports for Committee Action

- A. Bike and Scooter Share Program Regulations (2:15:00) – Mr. Bhatia gave a presentation that gave a history and the process that lead to where we are today. It included initial discussions with the City Council, bike/scooter share companies, and the public. Other cities were looked at in terms of their experience dealing with similar programs and the type of programs enacted. Outreach included discussions with property owners, developers, Levi Stadium, Santa Clara University, Mission College, and Great America Theme Park. Pertinent legislation was also looked at to ensure program compliance with State laws. The administrative regulations were presented to the Committee followed by a period for comments or recommendations. Members expressed concerns about the data being collected under the program. Member Kratz suggested adding the San Tomas Aquino Creek Trail at El Camino Real as a priority parking location. Member Granvold motioned with a 2nd by member Kratz to recommend to Council to adopt the Bike and Scooter Share Mobility Permit Administrative Program Regulations with the understanding that the regulations make clear what does and does not apply to the bike share program and any and all data collected by the operators, in conjunction with the scooter and bike share programs, will not be shared with any entity other than the City of Santa Clara unless legally required. Members approved the motion with four yes votes by members Do, Hardy, Sterk, and Granvold and three no votes by members Kratz, Harrison, and Donoghue.
- B. Bicycle Master Plan Update 2018 (3:19:30) – As a prelude to the presentation, Ms. Shariat informed the Committee that this administrative draft of the Plan took into consideration the comments submitted on the on-line tool and the additional comments submitted by Committee members following the March 25th meeting. She noted that the Plan is a high-level planning document and that some of the comments received can be addressed outside of the Plan. Ms. Torney gave a presentation on the process involved in developing the Plan and a high-level summary of the final edits incorporated into the Plan in response to submitted comments by the BPAC. In response to members wanting to see comments made by individual BPAC members and not allowed because of a Brown Act violation, members Kratz, Harrison, and Donoghue were given time to read their comments followed by staff's explanation of why some of their comments did not get incorporated into the Plan. Member Do motioned with a 2nd by member Sterk to recommend that City Council consider adopting the Bike Plan Update 2018. All members approved the motion except member Donoghue.

6. Added Agenda Items for Future Meetings (4:54:00)

- A. Revisit recommendations from Bike Plan – 6/2019 (Kratz)
- B. Round-a-bouts potential locations – 6/2019 (Harrison)

- C. Traffic Control Signs in Bike Lanes – 6/2019 (Harrison)
- D. Striping unmarked crosswalks – 6/2019 (Harrison)
- E. Crosswalk Lighting – 6/2019 (Donoghue)
- F. Slip-resistant Facilities – 6/2019 (Donoghue)
- G. Pruneridge/Lawrence Improvements – 6/2019 (Donoghue)
- H. Procedure for handling submitted comments on Plans – 6/2019 (Kratz)
- I. Bike Demographic Survey – 6/2019 (Kratz)
- J. City Council/BPAC Dinner Meeting – 6/2019 (Kratz)

7. **Announcements** (5:05:00)

- A. Mr. Liw informed the Committee that the City just received documents from the Santa Clara Valley Water District regarding the Freedom Bridge. He also noted that Intel recently applied for an encroachment permit for the removal of the existing Freedom Bridge. The Committee's request for City Council to draft a letter to the Water District regarding this matter will be going to the Council on August 20th.
- B. Mr. Cordes announced that Silicon Valley Bicycle Coalition (SVBC) will be hosting a Pride Ride on June 29th from 3:00 – 6:00 p.m. at St. James Park in San Jose. SVBC will also be having their Bike Summit in the City of Mountain View on August 1st.
- C. Chair Hardy announced that the Chamber of Commerce proclaimed Santa Clara the "Best City to live in" for California for 2019.

8. **Adjournment:** 9:13 p.m.

Member Sterk motioned with 2nd by Granvold to adjourn the meeting. Members unanimously approved the motion. Next meeting date is August 26, 2019.



**MEETING MINUTES
June 9, 2019 8:00 A.M.**

Committee Members Present:

Carmen Pascual
Bianca Wilczoch

Others in Attendance:

Teresa O'Neill – Council Member

Committee Member Not Present:

Mike Ferrito

Staff:

Andrew Crabtree, Community Development Director
Jonathan Veach, Housing Division Manager
Kathy Flood, Staff Analyst (Staff Liaison)
Carlos Azcona, Building/Housing Inspector
Jennifer Carvalho, Office Specialist

1. Call to Order/Roll Call

Meeting was called to order at 8:00 A.M.

2. Public Presentations

None

3. Review of Approved Minutes from November 15, 2018

4. Items for Discussion

A. Review of Budget Status Reports

Budget reports were reviewed and discussed, data reviewed dated through March 30. Division Manager Veach pointed out the overall increase to the NCIP budget. General discussion on how the funding works, Program Income, and 'timeliness' of spending HUD funds. Director Crabtree addressed that we have returned HOME funds in the past and it could happen again because the funds are too restricted in their use. Committee Member Pascual asked if the Loan Committee can be notified about pending timeliness deadlines. Division Manager Veach indicated that HUD reports compiled by our Housing Development Officer, Eric Calleja, could be given to the Committee. Division Manager Veach discussed our recent NOFA that nobody replied to. He also discussed the possibility of utilizing HOME funds on the Gianara Street property the City owns.

B. Program Status

i. Completed Projects

Before and after photos were displayed of recent completed projects. Committee was pleased to see the quality of the work.

ii. Client Evaluations/Notes

The Committee reviewed the Client Evaluations and expressed high satisfaction with

the great work the Housing team is providing to Santa Clara residents.

5. Items For Action

A. Projects Pending Review and Action

Client #10412

Motion: Approve an amount up to **\$100,000** for identified work, plus a 25% contingency loan, 3% interest and twenty-year deferred payment. Loan is subject to availability of program funds. Not to exceed maximum \$125,000.

Motion approved 2-0

Client #10562

Motion: Approve an amount up to **\$100,000** for identified work, plus a 25% contingency loan, 3% interest and twenty-year deferred payment. Loan is subject to availability of program funds. Not to exceed maximum \$125,000.

Motion approved 2-0

Client #10566

Motion: Approve an amount up to **\$100,000** for identified work, plus a 25% contingency loan, 3% interest and twenty-year deferred payment. Loan is subject to availability of program funds. Not to exceed maximum \$125,000.

Motion approved 2-0

Client #10568

Motion: Approve an amount up to **\$100,000** for identified work, plus a 25% contingency loan, 3% interest and twenty-year deferred payment. Loan is subject to availability of program funds. Not to exceed maximum \$125,000.

Motion approved 2-0

B. Projects For Committee Review

Client #10541

Client was approved for a loan totaling \$87,500 on May 11, 2017. Due to unforeseen repairs requiring change orders, additional funding was needed to complete the project. Division Manager approved an amount of \$15,000 on May 3, 2019 so that the project could continue without stopping for committee approval at the next meeting.

6. Other Business

- A. General discussion about the status of the Committee and possible restructuring.
- B. HUD audit at the end of the month; Division Manager Veach discussed the 'intentional risk' being worth the outcomes as opposed to only doing 'curb-cuts' in order to avoid audit findings -easier to manage than NCIP and Public Service Contracts.
- C. Gratitude expressed to Committee Member Wilczoch for her 8 years of service.
- D. Informed Committee Members about the July 16, 2019 dinner with City Council at 5:00pm.

7. Adjournment – Next meeting scheduled for August 8, 2019 at 8:00 A.M.

Meeting was adjourned at 9:10 A.M.



**City of
Santa Clara**
The Center of What's Possible

**MINUTES OF THE HOUSING REHABILITATION
LOAN COMMITTEE**

City Manager's Staff Conference
Room 1500 Warburton Ave, Santa Clara,
CA, 95050

**MEETING MINUTES
November 14, 2019 8:00 A.M.**

Committee Members Present:

Carmen Pascual
Tahir Naim

Staff:

Jonathan Veach, Housing Division Manager
Kathy Bunce, Staff Analyst (Staff Liaison)
Carlos Azcona, Building/Housing Inspector
Jennifer Carvalho, Staff Aide

1. Call to Order/Roll Call

Meeting was called to order at 8:00 A.M.

2. Public Presentations

None

3. Introduction of new Committee Member

Newest Committee Member, Tahir Naim, introduced himself as a Tax Attorney and resident of Santa Clara since 2014. He is interested in helping to maintain housing standards in the City. Staff took a few minutes to give him a program overview, including that over 2000 people have been helped since 1976 when the program started.

4. Review of Minutes from June 6, 2019

No quorum to approve. Committee Member Wilczoch termed out on June 30, 2019. Committee Member Pascual, the only active Committee Member from the June meeting, stated that the minutes looked fine.

5. Items for Discussion

A. Review of Budget Status Reports

Budget reports were reviewed. General discussion on federal funding and that while FY19/20 funds were approved by HUD in May, we did not receive them until October. Explanation of Program Income (PI) and set asides. There was an increase of PI this past year from loan payoffs and home sales in part due to the implementation of annual Certifications of Owner Occupancy. Committee Member Naim asked about estimates and bids for our projects, and Carlos explained how he manages that portion of the program.

B. Program Status

i. Completed Projects

Before and after photos were displayed of recent completed projects. Committee was pleased to see the quality of work. Committee member Naim asked if we

recommend solar when roof work is needed, Carlos and Division Manager Veach said not currently. Brief discussion on tankless water heaters.

6. Items For Action

Explanation of 500 ft. radius around a project excludes Committee Member from participating in project approval. With each project review below, the address was verbally given so the Committee Members could determine if they lived within this 500 ft radius.

A. Approved Project Funding for Committee Review

Client #10164

Background: Returning client. Client was unable to use furnace as ducting was compromised and needed to be replaced. Division Manager approved an amount of **\$12,000.00** on September 16, 2019, so that the repairs could be done before winter approaches.

Approved Scope: Furnace ducting replacement and possible mold remediation
Brings current loan total to \$87,084.71 (not including today's request for an additional \$30,000.00, below).

Client #10550

Background: Client was approved for a loan totaling \$125,000.00 on August 19, 2018. Due to unforeseen repairs requiring change orders, additional funding was needed to complete the project. Division Manager approved an amount of **\$5,000.00** on September 19, 2019, so that the project could continue without having to stop for Committee approval at the next meeting.

Approved Scope: Replacement of damaged foundation support beams
Total loan not to exceed maximum \$130,000.00

B. Pending Project Funding for Committee Review and Action

Additional Work:

Client #10164

Motion: Approve an amount up to **\$30,000.00** for identified work, 3% interest and twenty-year deferred payment. Loan is subject to availability of program funds. Not to exceed maximum \$120,000.00 Existing Loan of \$87,084.71.

Motion approved 2-0

Client #10562

Motion: Approve an amount up to **\$25,000.00** for identified work, 3% interest and twenty-year deferred payment. Loan is subject to availability of program funds. Not to exceed maximum \$150,000.00 Existing Loan of \$125,000.00.

Motion approved 2-0

New Work:

Client #10570

Motion: Approve an amount up to **\$100,000.00** for identified work, plus a 25% contingency loan, 3% interest and twenty-year deferred payment. Loan is subject to availability of program funds. Not to exceed maximum \$125,000.00.

Motion approved 2-0

Client #10572

Motion: Approve an amount up to **\$125,000.00** for identified work, plus a 25% contingency loan, 3% interest and twenty-year deferred payment. Loan is subject to availability of program funds. Not to exceed maximum \$125,000.00

Motion approved 2-0 with corrected amount of \$100,000.00 plus 25% contingency, not to exceed maximum of \$125,000.00

Client #10573

Motion: Approve an amount up to **\$65,000.00** for identified work, plus a 25% contingency loan, 3% interest and twenty-year deferred payment. Loan is subject to availability of program funds. Not to exceed maximum \$81,250.00.

Motion approved 2-0

Client #10574

Motion: Approve an amount up to **\$100,000.00** for identified work, plus a 25% contingency loan, 3% interest and twenty-year deferred payment. Loan is subject to availability of program funds. Not to exceed maximum \$125,000.00.

Motion approved 2-0

Client #10575

Motion: Approve an amount up to **\$100,00.000** for identified work, plus a 25% contingency loan, 3% interest and twenty-year deferred payment. Loan is subject to availability of program funds. Not to exceed maximum \$125,000.00.

Motion approved 2-0

7. Other Business

- A. Informed Committee Members about the December 17, 2019 dinner with City Council at 5:00 P.M.

8. Adjournment – Next meeting: pending

Meeting was adjourned at 9:05 A.M.



City of Santa Clara

Meeting Minutes

Senior Advisory Commission

11/25/2019

10:00 AM

Northside Branch Library
695 Moreland Way
Santa Clara, CA 95054

CALL TO ORDER AND ROLL CALL

The regular meeting was called to order by Chair Nancy Toledo at 10:10 a.m.

Present 7 - Commissioner Wanda Buck, Commissioner Judy Hubbard, Vice Chair Grant L. McCauley, Commissioner Carolyn Seeger, Chair Nancy Toledo, Commissioner Helen Narciso, and Commissioner Ana Segovia

CONSENT CALENDAR

1.A [19-1339](#) Senior Advisory Commission Minutes of October 28, 2019

Recommendation: Approve the Senior Advisory Commission Minutes of October 28, 2019.

The following changes were made to the minutes:

Item 2. - Relating to goal 2.a. The VA Hospital has a program called NAVARRE for veterans.

Adjournment - Commissioners Narciso and Segovia should be marked as abstaining as they had left the meeting early.

A motion was made by Commissioner Buck, seconded by Commissioner McCauley, to approve the Senior Advisory Commission minutes of October 28, 2019 as amended.

Aye: 7 - Commissioner Buck, Commissioner Hubbard, Vice Chair McCauley, Commissioner Seeger, Chair Toledo, Commissioner Narciso, and Commissioner Segovia

PUBLIC PRESENTATIONS

GENERAL BUSINESS

2. [19-1340](#) Senior Advisory Commission FY2019/20 Work Plan and Goals

Relating to goal 2.a. - Commissioners had an open dialogue discussing the differences between a transportation system on a designated route, that includes specific stops (i.e. train station, libraries, Parks & Recreation facilities, Kaiser etc.), versus an on-call transportation system (i.e. VIA or RYDE). **Commissioners Segovia, Toledo, and Hubbard** spoke of an interest to be a part of a committee to continuing to research existing transportation systems and will report back to the Commission.

Recreation Manager Castro recommended that they focus on the 5 W's (who, what, when, where, and why) as a way to manage their research.

Recreation Supervisor Herb informed the Commission that the El Camino Real Project presentation had to be moved to the January Senior Advisory Commission meeting.

Relating to goal 3.a. **Recreation Supervisor Herb** informed the Commission that the front desk staff at the Senior Center will have completed the Dementia Friends education by the end of January.

Relating to goal 3.b. **Commissioner Buck and Narciso** will meet before the January meeting to discuss trending health topics to focus on for upcoming Senior Center Newsletter article in February.

Relating to goal 4.a. **Commissioner McCauley** reported to the Commission that there have been 35 RSVP's for the Health & Wellness Fair which will be held on Friday, May 29.

Relating to goal 4.b. **Recreation Supervisor Herb** reported to the Commission that she is coordinating schedules with the IT Department for the upcoming hands-on Cyber Security training at the Senior Center.

Commissioner Segovia informed the Commission that she'd like to work with **Recreation Supervisor Herb** in securing a speaker from the Santa Clara Police Department on the topic of Elder Fraud.

STAFF REPORT

Recreation Supervisor Herb reminded the Commission about the Joint Meeting with City Council on January 14, at 5:00 p.m.

Recreation Supervisor Herb informed the Commission about the upcoming Leadership Santa Clara class. **Commissioner Buck** informed the Commission that she would be applying for the program.

Recreation Supervisor Herb reminded the Commission about the upcoming Annual Holiday Tree Lighting event on Friday, December 6, from 5:00 - 9:00 p.m.

COMMISSIONERS REPORT

Commissioner Hubbard informed the Commission that the Holiday Meal for the Senior Center Dining Out Program would be sponsored by the Santa Clara Women's League. She also extended an invitation to the Commission to volunteer and assist in serving the lunches on Thursday, December 19 at 11:30 a.m.

ADJOURNMENT

A motion was made by Commissioner Hubbard, seconded by Commissioner McCauley, that the meeting be adjourned.

Aye: 7 - Commissioner Buck, Commissioner Hubbard, Vice Chair McCauley, Commissioner Seeger, Chair Toledo, Commissioner Narciso, and Commissioner Segovia

The next scheduled meeting is on January 27, 2020 at the Santa Clara Senior Center.



City of Santa Clara

Meeting Minutes Youth Commission

01/14/2020

6:00 PM

Teen Center
2446 Cabrillo Avenue
Santa Clara, CA 95051

CALL TO ORDER AND ROLL CALL

Chair Yerramaneni called the meeting to order at 6:02 p.m.

Commissioner Kloes seconded.

Present 13 - Commissioner Aarav Gupta , Commissioner Ahmad Ismail, Commissioner Jasmine Kelly-Tanti, Vice Chair Vincent Kloes, Commissioner Colin Lim , Commissioner Kayla Phan, Commissioner Siya Sharma, Commissioner Kavya Sriram , Commissioner Meera Suresh, Commissioner Smrithi Suresh , Commissioner Natasha Yen , Chair Sanjana Yerramaneni, and Commissioner Amy Zuo

Absent 2 - Commissioner Adrienne Krivokapic-Zhou , and Commissioner Raksha Sen

A motion was made by Commissioner Sriram, second by Commissioner Smrithi Suresh to excuse Commissioners Sen and Krivokapic-Zhou from the January 14, 2020 meeting. The motion carried by the following vote:

Aye: 13 - Commissioner Gupta, Commissioner Ismail, Commissioner Kelly-Tanti, Vice Chair Kloes, Commissioner Lim, Commissioner Phan, Commissioner Sharma, Commissioner Sriram, Commissioner Suresh, Commissioner Suresh, Commissioner Yen, Chair Yerramaneni, and Commissioner Zuo

Excused: 2 - Commissioner Krivokapic-Zhou, and Commissioner Sen

CONSENT CALENDAR

1.A. [20-1458](#) Youth Commission Minutes of December 10, 2019

Recommendation: Approve the Youth Commission Minutes of December 10, 2019.

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

Aye: 13 - Commissioner Gupta, Commissioner Ismail, Commissioner Kelly-Tanti, Vice Chair Kloes, Commissioner Lim, Commissioner Phan, Commissioner Sharma, Commissioner Sriram, Commissioner Suresh, Commissioner Suresh, Commissioner Yen, Chair Yerramaneni, and Commissioner Zuo

Excused: 2 - Commissioner Krivokapic-Zhou, and Commissioner Sen

PUBLIC PRESENTATIONS

GENERAL BUSINESS

2. [20-1477](#) Census 2020 - Santa Clara Counts Presentation

Karla Alvarez, US Census Bureau, and Kendra Davis, City Manager's Office, presented information on Census 2020. The presentation covered topics such as who is counted, why the count is important for funding and government services, data security and efforts on community outreach. Video public service announcements were also shared with commissioners, providing details on Census 2020 to the general public. Commissioners were asked to think of ways to engage Santa Clara residents and how the Public Outreach committee could assist in the effort. Additional information and resources can be found at: www.2020census.gov and Santa Clara Counts at www.SantaClaraCA.gov/Census2020

3. [20-1459](#) Youth Commission 2019/20 Work Plan & Goals

Jon Kawada, staff liaison, proposed to the Environmentalism and Inclusivness Committees that they consider the possibility of partnering with existing City events to achieve their goals. Specifically, that the Environmentalism Committee consider inviting groups to host a booth at the Egg-Stravaganza event on Saturday, April 11 and the Inclusiveness Committee collaborating with the Cultural Commission on their Friday Night Live events.

STAFF REPORT

4. [20-1464](#) Youth Commission Calendar of Upcoming Events-Spring 2020

Commissioners confirmed registration for the Students for Green High Schools conference on Saturday, January 25. Commissioners also discussed ideas on information to share with conference attendees at their table. Commissioners also confirmed initial interest and registration for the Youth for the Environment and Sustainability (YES) and YAC Attack conferences.

COMMISSIONERS REPORT

5. [20-1460](#) Youth Commission Committee Report on Work Plan Goal-Environmentalism
- Environmentalism Committee members discussed an event that included information and resource booths, that included a tree planting or similar hands-on activity for attendees. A separate park clean-up was also discussed.
6. [20-1462](#) Youth Commission Committee Report on Work Plan Goal-Inclusiveness
- Committee members discussed aspects of the proposed event that would include a balance of performances and food trucks with a tentative event date at the end of April/early May at Central Park.
7. [20-1463](#) Youth Commission Committee Report on Work Plan Goal-Public Outreach
- Committee members discussed fliers that could be distributed physically and electronically on topics such as 2020 Census, alternative transportation, teen financial health, Fast Fact Fridays, and Commissioner bios.

ADJOURNMENT

The next Youth Commission meeting will be held on February 11, 2020 at 6:00 p.m. at the Santa Clara Teen Center.

A motion was made by Commissioner Ismail, seconded by Commissioner Sriram, that this meeting be adjourned at 7:17 p.m. The motion carried by the following vote:

Aye: 13 - Commissioner Gupta, Commissioner Ismail, Commissioner Kelly-Tanti, Vice Chair Kloes, Commissioner Lim, Commissioner Phan, Commissioner Sharma, Commissioner Sriram, Commissioner Suresh, Commissioner Suresh, Commissioner Yen, Chair Yerramaneni, and Commissioner Zuo

Excused: 2 - Commissioner Krivokapic-Zhou, and Commissioner Sen



Agenda Report

20-89

Agenda Date: 2/25/2020

REPORT TO COUNCIL

SUBJECT

Action on Bills and Claims Report (CC, SOSA) for the period January 17th, 2020 - January 30th, 2020
[Council Pillar: Enhance Community Engagement and Transparency]

BACKGROUND

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

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

DISCUSSION

Significant expenditures in this time period include:

- Payment to Northern California Power Agency in the amount of \$11,417,555 for January 2020 all resources bill.
- Payment to Tri-Dam project in the amount of \$3,093,461 for December 2019 Hydroelectric purchase.
- Payment to MSR Public Power Agency in the amount of \$2,330,746 for December 2019 and January 2020 energy purchase.
- Payment to MSR Energy Authority in the amount of \$1,254,996 for December 2019 gas purchase.
- Payment to Pacific Gas & Electric in the amount of \$691,212 for November and December gas purchase.
- Payment to Ameresco in the amount of \$643,706 for December 2019 Vasco energy purchase and operations and maintenance (O&M) activities.

Payments to ManCo are not included in the City's Bills and Claims report as they are currently reported through a separate Stadium Authority Bills and Claims report. Stadium Authority related payments in the City's Bills and Claims report include general administrative, materials, and supplies expenses of approximately \$3,446. These expenses are reimbursed to the City by the Stadium

Authority.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(b)(4) in that it is a fiscal activity that does not involve any commitment to any specific project which may result in a potential significant impact on the environment.

FISCAL IMPACT

The expenditures of \$27,203,920 were appropriated to various funds with the adoption of the Fiscal Year 2019/20 Budget, as amended.

PUBLIC CONTACT

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

RECOMMENDATION

Approve the list of Bills and Claims for January 17, 2020 - January 30, 2020.

Reviewed by: Kenn Lee, Director of Finance

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Bills and Claims Approved for Payment Report



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

Run Date 1/16/2020
Run Time 14:10:30 PM

Sorted by Payment Number

Payment No: 014824

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2020	CARIE T ROSE	00462556	12/29/19-01/11/20DR	WAGE ATTACHMENT B2002	Payroll Liability&ClearingAcct	1,153.85
				Total for Payment No.:		1,153.85

Payment No: 014825

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2020	PREFERRED BENEFIT	00462590	EIA31314	DENTAL PREMIUMS JAN 2020	Payroll Liability&ClearingAcct	4,607.37
				Total for Payment No.:		4,607.37

Payment No: 014826

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2020	WORKTERRA	00462588	12/29/19-01/11/20	FLEX SPENDING DEP/HEALTH	Payroll Liability&ClearingAcct	6,303.47
01/21/2020	WORKTERRA	00462588	12/29/19-01/11/20	FLEX SPENDING DEP/HEALTH	Payroll Liability&ClearingAcct	-15.75
01/21/2020	WORKTERRA	00462588	12/29/19-01/11/20	FLEX SPENDING DEP/HEALTH	Payroll Liability&ClearingAcct	7,642.81
01/21/2020	WORKTERRA	00462588	12/29/19-01/11/20	FLEX SPENDING DEP/HEALTH	Payroll Liability&ClearingAcct	42.70
				Total for Payment No.:		13,973.23
				Overall Total		19,734.45



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

Run Date 1/17/2020
Run Time 9:59:52 AM

Sorted by Payment Number

Payment No: 639808

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/17/2020	ABDALAH LAW OFFICE	00462667	33543JAN2020	SANDAU SETTLEMENT	Special Liability Insurance	416,062.70
				Total for Payment No.:		416,062.70
				Overall Total		416,062.70



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

Run Date 1/16/2020
Run Time 13:33:52 PM

Sorted by Payment Number

Payment No: 639800

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/17/2020	CA FRANCHISE TAX BOARD	00462558	12/29/19-01/11/20CB	WAGE ATTACHMENT B2002	Payroll Liability&ClearingAcct	150.00
				Total for Payment No.:		150.00

Payment No: 639801

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/17/2020	CA FRANCHISE TAX BOARD	00462560	12/29/19-01/11/20RH	WAGE ATTACHMENT B2002	Payroll Liability&ClearingAcct	100.00
				Total for Payment No.:		100.00

Payment No: 639802

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/17/2020	CA FRANCHISE TAX BOARD	00462563	12/29/19-01/11/20WW	WAGE ATTACHMENT B2002	Payroll Liability&ClearingAcct	200.00
				Total for Payment No.:		200.00

Payment No: 639803

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/17/2020	CA FRANCHISE TAX BOARD	00462564	12/29/19-01/11/20MW	WAGE ATTACHMENT B2002	Payroll Liability&ClearingAcct	503.69
				Total for Payment No.:		503.69

Payment No: 639804

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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01/17/2020	CAL PERS LONG TERM CARE PROGRAM	00462594	13196598	BIWEEKLY PR CALPERS LT	Payroll Liability&ClearingAcct	378.74
Total for Payment No.:						378.74
Payment No: 639805						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/17/2020	U.S. BANK	00462595	12/29/19-01/11/20	BIWKLY PAYROLL DED PARS	Fringe Benefits	20,971.31
Total for Payment No.:						20,971.31
Payment No: 639806						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/17/2020	US TREASURY	00462566	12/29/19-01/11/20ND	WAGE ATTACHMENT B2002	Payroll Liability&ClearingAcct	448.66
Total for Payment No.:						448.66
Payment No: 639807						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/17/2020	US TREASURY	00462567	12/29/19-01/11/20JO	WAGE ATTACHMENT B2002	Payroll Liability&ClearingAcct	50.00
Total for Payment No.:						50.00
Overall Total						22,802.40



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

Run Date 1/22/2020
Run Time 8:06:57 AM

Sorted by Payment Number

Payment No: 014827

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	3DEGREES GROUP INC	00462140	3D-1461-SVP	SVP CEC AUDIT 2017	Electric Utility	3,000.00
01/23/2020	3DEGREES GROUP INC	00462140	3D-1461-SVP	SVP CEC AUDIT 2018	Electric Utility	3,000.00
Total for Payment No.:						6,000.00

Payment No: 014828

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	ABBOTT'S PRO-POWER LLC	00462166	137312	SHARPEN CHAINS LABOR - NO TAX	General Fund	135.00
01/23/2020	ABBOTT'S PRO-POWER LLC	00462166	137312	CHAIN LOOPS	General Fund	488.32
Total for Payment No.:						623.32

Payment No: 014829

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	AMERESCO	00462484	37024	ENERGY (FORWARD LF GAS) DEC19	Electric Utility	307,758.26
01/23/2020	AMERESCO	00462484	37024	FORWARD LF O&M CHG DEC19	Electric Utility	9,316.37
01/23/2020	AMERESCO	00462512	37023	ENERGY (VASCO LF GAS) DEC19	Electric Utility	289,528.84
01/23/2020	AMERESCO	00462512	37023	VASCO LF O&M CHARGE DEC19	Electric Utility	13,065.57
Total for Payment No.:						619,669.04

Payment No: 014830

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	ANIXTER INC.	00462683	4352563-02	MARKER, LETTER, E, 2-7/8INX1-3	Electric Utility	26.16
01/23/2020	ANIXTER INC.	00462683	4352563-02	MARKER, LETTER, G, 2-7/8INX1-3	Electric Utility	17.44

01/23/2020	ANIXTER INC.	00462683	4352563-02	MARKER, LETTER, H, 2-7/8INX1-3	Electric Utility	17.44
01/23/2020	ANIXTER INC.	00462684	4400089-01	COMPOUND, ELECTRICAL JOINT, FO	Electric Utility	355.78
01/23/2020	ANIXTER INC.	00462685	4377640-00	TRANSFORMER, VOLTAGE, 12KV, 10	Electric Utility	20,444.04
01/23/2020	ANIXTER INC.	00462686	4414941-02	CONNECTOR, SERVICE DROP, INSUL	Electric Utility	1,278.03
01/23/2020	ANIXTER INC.	00462687	4422298-00	CONNECTOR, SERVICE DROP, INSUL	Electric Utility	267.05
01/23/2020	ANIXTER INC.	00462688	4429606-01	SPRING, GROUNDING CLAMP, #1/O	Electric Utility	1,942.38
01/23/2020	ANIXTER INC.	00462688	4429606-01	SPRING, GROUNDING, CLAMP, 1000	Electric Utility	3,630.48
01/23/2020	ANIXTER INC.	00462692	4433098-00	TAGGING DEVICE, SALISBURY MARS	Electric Utility	770.63
01/23/2020	ANIXTER INC.	00462693	4454904-00	WIRE, 600V, AL, 1/C, #4 STR.,	Electric Utility	2,485.20
Total for Payment No.:						31,234.63

Payment No: 014831

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	BAKER & TAYLOR BOOKS	00462269	2035038310	1233 AD BK	General Fund	120.58
Total for Payment No.:						120.58

Payment No: 014832

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	BAY AREA DATA SUPPLY	00462200	206529	HP TONERS - M402, M506	General Fund	272.50
Total for Payment No.:						272.50

Payment No: 014833

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	BURLINGTON SAFETY LAB INC	00462300	39534	RUBBER GLOVE RETEST NON-TAX	Electric Utility	1,190.00
01/23/2020	BURLINGTON SAFETY LAB INC	00462300	39534	LINEHOSE RETEST NON TAX	Electric Utility	378.00
01/23/2020	BURLINGTON SAFETY LAB INC	00462300	39534	CLASS0 BLANKET RETEST NON-TAX	Electric Utility	240.00
01/23/2020	BURLINGTON SAFETY LAB INC	00462300	39534	CLASS4 BLANKET RETEST NON-TAX	Electric Utility	30.00
01/23/2020	BURLINGTON SAFETY LAB INC	00462300	39534	CL2 LINEHOSE W/ CONNECTOR	Electric Utility	767.87
Total for Payment No.:						2,605.87

Payment No: 014834

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	CA DEPT OF JUSTICE	00461781	419660	FINGERPRINTING	General Fund	1,698.00
				Total for Payment No.:		1,698.00

Payment No: 014835

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	CALIFA GROUP	00462270	3048	1241 AD DB	General Fund	12,325.00
				Total for Payment No.:		12,325.00

Payment No: 014836

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	CENTRAL MEDICAL LABORATORY	00462497	18130	LAB FEES DECEMBER 2019	General Fund	2,350.00
				Total for Payment No.:		2,350.00

Payment No: 014837

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	CHAPARRAL AT CALAVERAS INC	00462710	17837-17838	CONTRACTOR PAYMENT FOR CLASSE	General Fund	157.50
				Total for Payment No.:		157.50

Payment No: 014838

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	CINTAS CORP #630	00461956	630813755	UNIFORM ADVANTAGE	General Fund	35.00
01/23/2020	CINTAS CORP #630	00461957	630813765	NEUTRAL FLR CLNR	General Fund	36.47
01/23/2020	CINTAS CORP #630	00461959	630813763	KENTON SHIRTS	General Fund	232.38
01/23/2020	CINTAS CORP #630	00461960	630813758	UNIFORM ADVANTAGE	General Fund	404.80
01/23/2020	CINTAS CORP #630	00461960	630813758	SANIS SCENT CLIP	General Fund	4.44
01/23/2020	CINTAS CORP #630	00461979	630798525	UNIFORM ADVANTAGE	General Fund	67.54
01/23/2020	CINTAS CORP #630	00461980	630801615	NEUTRAL FLR CLNR	General Fund	36.48

01/23/2020	CINTAS CORP #630	00461981	630801617	NEUTRAL FLR CLNR	General Fund	36.47
01/23/2020	CINTAS CORP #630	00461982	630807421	NEUTRAL FLR CLNR	General Fund	36.48
01/23/2020	CINTAS CORP #630	00461983	630807423	NEUTRAL FLR CLNR	General Fund	36.47
				Total for Payment No.:		926.53

Payment No: 014839

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	CINTAS FIRE PROTECTION #F44	00462174	0F44718523	FIRE EXT SERV PD 601ECR NONTAX	General Fund	297.30
01/23/2020	CINTAS FIRE PROTECTION #F44	00462174	0F44718523	FIRE EXT SERV PD 601 ECR TAXAB	General Fund	232.56
				Total for Payment No.:		529.86

Payment No: 014840

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	CLUB CARE INC	00462158	102998	FITNESS PARTS	General Fund	202.47
				Total for Payment No.:		202.47

Payment No: 014841

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	COMCAST	00461927	12/27/19AC8155100091701239	COMCAST LIB 2635 HOMESTEAD RD	General Fund	25.82
01/23/2020	COMCAST	00462405	12/23/19AC8155400650182213	CH 1500 WARBURTON AVE	Information Technology Service	161.68
01/23/2020	COMCAST	00462405	12/23/19AC8155400650182213	IT 1405 CIVIC CNTR DR	Information Technology Service	56.06
01/23/2020	COMCAST	00462405	12/23/19AC8155400650182213	PD 1990 WALSH AVE	General Fund	148.35
01/23/2020	COMCAST	00462405	12/23/19AC8155400650182213	FIRE 1177 ALVISO ST	General Fund	39.57
01/23/2020	COMCAST	00462405	12/23/19AC8155400650182213	FIRE 1177 ALVISO ST	General Fund	34.08
01/23/2020	COMCAST	00462405	12/23/19AC8155400650182213	PD 601 EL CAMINO REAL	General Fund	177.05

01/23/2020	COMCAST	00462405	12/23/19AC81554006501822 13	PD 3992 RIVERMARK PLZ	General Fund	34.78
01/23/2020	COMCAST	00462405	12/23/19AC81554006501822 13	SR CNTR 1303 FREMONT ST	General Fund	61.64
Total for Payment No.:						739.03

Payment No: 014842

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	DALEO INC	00462264	SV866-01	2004D AERIAL FIBER MASTER CONT	Electric Utility Construction	3,092.50
01/23/2020	DALEO INC	00462265	SV863-01	2004D AERIAL FIBER MASTER CONT	Electric Utility Construction	978.00
01/23/2020	DALEO INC	00462266	SV860-01	2004D AERIAL FIBER MASTER CONT	Electric Utility Construction	12,007.74
01/23/2020	DALEO INC	00462267	SV865-01	2004D AERIAL FIBER MASTER CONT	Electric Utility Construction	5,257.25
01/23/2020	DALEO INC	00462268	SV7127-01	MTCE/REPAIR U/G SUBSTRUCTURES	Electric Utility	5,139.59
01/23/2020	DALEO INC	00462314	SV864-01	2004D AERIAL FIBER MASTER CONT	Electric Utility Construction	23,207.76
Total for Payment No.:						49,682.84

Payment No: 014843

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	DUNCAN WEINBERG GENZER &	00462531	31437 PJS	LEGAL SERVICES NOV19	Electric Utility	72,773.49
01/23/2020	DUNCAN WEINBERG GENZER &	00462531	31437 PJS	LEGAL SVC BUCK CRK CEQA NOV19	Electric Utility Construction	308.45
Total for Payment No.:						73,081.94

Payment No: 014844

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	GALE/CENGAGE LEARNING	00462295	69152541	1241 AD BK	General Fund	198.57
01/23/2020	GALE/CENGAGE LEARNING	00462296	69152954	1241 AD BK	General Fund	146.27
Total for Payment No.:						344.84

Payment No: 014845

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	GEI CONSULTANTS, INC.	00462527	3063118	PRJ MGMT BUCKS CREEK NOV19	Electric Utility Construction	4,970.21
01/23/2020	GEI CONSULTANTS, INC.	00462527	3063118	BUCKS CREEK CEQA NOV19	Electric Utility Construction	14,800.16
				Total for Payment No.:		19,770.37

Payment No: 014846

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	GEORGE HILLS CO	00462709	INV1016951	Administration Monthly Fee	Special Liability Insurance	350.00
01/23/2020	GEORGE HILLS CO	00462711	INV1016910	Claim Adjusting	Special Liability Insurance	180.00
01/23/2020	GEORGE HILLS CO	00462712	INV1016808	Claim Adjusting	Special Liability Insurance	11,035.44
				Total for Payment No.:		11,565.44

Payment No: 014847

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	GRAINGER	00462081	9398828997	MANDATE SAFTY MAGNETIC MH PULL	Sewer Utility	1,740.34
				Total for Payment No.:		1,740.34

Payment No: 014848

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	GRAINGER-SAN JOSE	00461962	9397090284	DISPOSABLE GLOVES	General Fund	412.78
01/23/2020	GRAINGER-SAN JOSE	00462337	9401932505	LAMP, MINIATURE, 55V, 0.05A, T	Electric Utility	206.01
01/23/2020	GRAINGER-SAN JOSE	00462695	9367739969	BATTERY, 6 VOLT, SCREW TERMINA	Electric Utility	47.42
01/23/2020	GRAINGER-SAN JOSE	00462695	9367739969	CRAYON, LUMBER, RED	Electric Utility	46.30
01/23/2020	GRAINGER-SAN JOSE	00462695	9367739969	WRENCH SET, ALLEN HEXAGON KEY	Electric Utility	22.79
01/23/2020	GRAINGER-SAN JOSE	00462695	9367739969	WRENCH, RATCHET, 1/2IN SQ. DRI	Electric Utility	204.97

01/23/2020	GRAINGER-SAN JOSE	00462695	9367739969	SCREWDRIVER, SQUARE SHANK, STA	Electric Utility	33.35
01/23/2020	GRAINGER-SAN JOSE	00462695	9367739969	SOCKET, 15/16IN, KEARNEY TOOL	Electric Utility	25.05
01/23/2020	GRAINGER-SAN JOSE	00462695	9367739969	SOCKET, 1-5/16IN, SALISBURY 80	Electric Utility	54.87
01/23/2020	GRAINGER-SAN JOSE	00462695	9367739969	SOCKET, 1-1/2IN, 3/4IN DRIVE S	Electric Utility	72.14
01/23/2020	GRAINGER-SAN JOSE	00462695	9367739969	PRUNING SHEARS, 32IN OVERALL L	Electric Utility	135.12
01/23/2020	GRAINGER-SAN JOSE	00462695	9367739969	SHACKLE, 3/4IN ANCHOR TYPE, GA	Electric Utility	115.63
01/23/2020	GRAINGER-SAN JOSE	00462695	9367739969	WATER COOLER, 5GAL WITH CUP DI	Electric Utility	50.18
01/23/2020	GRAINGER-SAN JOSE	00462695	9367739969	METAL CASE FOR STANDARD CITY	Electric Utility	148.20
01/23/2020	GRAINGER-SAN JOSE	00462695	9367739969	EYE WASH SOLUTION, 1 FLUID OZ.	Electric Utility	31.83
01/23/2020	GRAINGER-SAN JOSE	00462695	9367739969	DALO MARKER, WHITE PAINT PEN F	Electric Utility	35.10
01/23/2020	GRAINGER-SAN JOSE	00462695	9367739969	BIT, TWIST, DRILL, STRAIGHT SH	Electric Utility	11.84
01/23/2020	GRAINGER-SAN JOSE	00462695	9367739969	HAMMER, 20 OZ. CUSHION GRIP WI	Electric Utility	137.99
				Total for Payment No.:		1,791.57

Payment No: 014849

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	GRANITE ROCK CO #29145	00462328	1214476	SAND	Water Utility Construction	83.95
01/23/2020	GRANITE ROCK CO #29145	00462328	1214476	SAND	Water Utility	62.97
01/23/2020	GRANITE ROCK CO #29145	00462328	1214476	SAND	Electric Utility Construction	209.87
01/23/2020	GRANITE ROCK CO #29145	00462328	1214476	SAND	Water Utility	41.98
01/23/2020	GRANITE ROCK CO #29145	00462328	1214476	SAND	Sewer Utility	20.99
01/23/2020	GRANITE ROCK CO #29145	00462329	1215653	SAND	Water Utility Construction	167.79
01/23/2020	GRANITE ROCK CO #29145	00462329	1215653	SAND	Water Utility	125.85
01/23/2020	GRANITE ROCK CO #29145	00462329	1215653	SAND	Electric Utility Construction	419.52
01/23/2020	GRANITE ROCK CO #29145	00462329	1215653	SAND	Water Utility	83.90
01/23/2020	GRANITE ROCK CO #29145	00462329	1215653	SAND	Sewer Utility	41.95
				Total for Payment No.:		1,258.77

Payment No: 014850

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	GURUS EDUCATIONAL SERVICES	00462714	17801	CONTRACTOR PAYMENT FOR CLASSES	General Fund	1,816.10
				Total for Payment No.:		1,816.10

Payment No: 014851

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	IMAGE X, INC	00461950	221058	ANNUAL BMP REMINDERS 2019 -200	City Affordable Housing	259.14
01/23/2020	IMAGE X, INC	00462730	220829	2020 Santa Clara Calendars	General Fund	29,273.04
				Total for Payment No.:		29,532.18

Payment No: 014852

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	INGRAM LIBRARY SERVICES INC	00462272	43396392	1241 AD BK	General Fund	1,246.15
01/23/2020	INGRAM LIBRARY SERVICES INC	00462272	43396392	1231 Juv BK	General Fund	2,721.27
01/23/2020	INGRAM LIBRARY SERVICES INC	00462272	43396392	1232 YA BK	General Fund	529.65
01/23/2020	INGRAM LIBRARY SERVICES INC	00462272	43396392	1233 AD/Juv BK	General Fund	220.99
01/23/2020	INGRAM LIBRARY SERVICES INC	00462272	43396392	1236 Juv BK	General Fund	115.32
01/23/2020	INGRAM LIBRARY SERVICES INC	00462284	43396408	1235 AD/YA/Juv BK	General Fund	455.03
				Total for Payment No.:		5,288.41

Payment No: 014853

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	KATHY ST. JOHN	00462725	23311JAN2020	LITERACY CONSULTANT	Library Operating Grant Fund	200.00
				Total for Payment No.:		200.00

Payment No: 014854

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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01/23/2020	KRISAMA JUESEEKUL	00462215	329000	BKFST PANEL SVP AD & DM	General Fund	20.50
01/23/2020	KRISAMA JUESEEKUL	00462216	330951	BKFT PANEL STAFF AIDE I	General Fund	26.50
01/23/2020	KRISAMA JUESEEKUL	00462217	330952	BKFT PANEL CUST. SERV. REP	General Fund	24.50
01/23/2020	KRISAMA JUESEEKUL	00462218	330954	BKFT PANEL SENIOR PLANNER	General Fund	17.50
				Total for Payment No.:		89.00

Payment No: 014855

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	MATTHEW SALAZAR	00462427	32128DEC2019	CYBER SECURITY SUMMIT	Electric Utility	1,194.88
				Total for Payment No.:		1,194.88

Payment No: 014856

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	MCNUTT & COMPANY INC	00462733	7102	Writing-related services	General Fund	17,955.00
				Total for Payment No.:		17,955.00

Payment No: 014857

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	MELTWATER NEWS US INC.	00462731	IN-S151-493724	News and social media monitori	General Fund	13,800.00
				Total for Payment No.:		13,800.00

Payment No: 014858

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	MIDWEST TAPE LLC	00461987	98384121	1241 AD DVD	General Fund	23.69
01/23/2020	MIDWEST TAPE LLC	00461987	98384121	1231 Juv DVD'S	General Fund	164.12
01/23/2020	MIDWEST TAPE LLC	00461987	98384121	1235 AD MCD	General Fund	21.35
01/23/2020	MIDWEST TAPE LLC	00461987	98384121	1235 AD DVD	General Fund	42.20
01/23/2020	MIDWEST TAPE LLC	00461990	98390147	1241 AD ABKS	General Fund	76.28
01/23/2020	MIDWEST TAPE LLC	00461990	98390147	1231 Juv ABKS	General Fund	561.20

01/23/2020	MIDWEST TAPE LLC	00461995	98390929	1236 AD DVD	General Fund	27.77
01/23/2020	MIDWEST TAPE LLC	00461995	98390929	1241 AD DVD'S	General Fund	193.57
01/23/2020	MIDWEST TAPE LLC	00461995	98390929	1233 AD DVD	General Fund	26.96
01/23/2020	MIDWEST TAPE LLC	00461995	98390929	1233 Juv DVD	General Fund	27.77
01/23/2020	MIDWEST TAPE LLC	00461995	98390929	1235 AD MCD'S	General Fund	86.66
01/23/2020	MIDWEST TAPE LLC	00461995	98390929	1235 AD DVD'S	General Fund	46.55
01/23/2020	MIDWEST TAPE LLC	00461999	98413005	1236 AD DVD	General Fund	27.77
01/23/2020	MIDWEST TAPE LLC	00461999	98413005	1236 Juv DVD'S	General Fund	55.55
01/23/2020	MIDWEST TAPE LLC	00461999	98413005	1241 AD DVD'S	General Fund	108.62
01/23/2020	MIDWEST TAPE LLC	00461999	98413005	1231 Juv DVD'S	General Fund	685.35
01/23/2020	MIDWEST TAPE LLC	00461999	98413005	1233 AD DVD	General Fund	27.77
01/23/2020	MIDWEST TAPE LLC	00461999	98413005	1233 Juv DVD	General Fund	27.77
01/23/2020	MIDWEST TAPE LLC	00461999	98413005	1235 AD MCD	General Fund	14.16
01/23/2020	MIDWEST TAPE LLC	00461999	98413005	1235 AD DVD	General Fund	27.77
01/23/2020	MIDWEST TAPE LLC	00461999	98413005	1235 Juv DVD	General Fund	24.51
01/23/2020	MIDWEST TAPE LLC	00462001	98425729	1241 AD ABKS	General Fund	272.40
01/23/2020	MIDWEST TAPE LLC	00462001	98425729	1231 Juv ABKS	General Fund	147.09
				Total for Payment No.:		2,716.88

Payment No: 014859

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	MILTON SECURITY GROUP LLC	00462557	Q31277	RH ENT LINUX VIRTURAL DATACNTR	Electric Utility Construction	5,620.92
01/23/2020	MILTON SECURITY GROUP LLC	00462557	Q31277	JBOS ENT APP PLAT W/MGM PREM	Electric Utility Construction	9,181.33
01/23/2020	MILTON SECURITY GROUP LLC	00462559	Q31278	VMWARE-vCENTER SERVER AMI/MDMS	Electric Utility Construction	3,000.00
01/23/2020	MILTON SECURITY GROUP LLC	00462559	Q31278	VMWARE-SITE RECOVERY MGR AMI	Electric Utility Construction	5,233.00
01/23/2020	MILTON SECURITY GROUP LLC	00462561	Q31279	VMWARE-SNIFFERONE HRDWR/SUPRT	Electric Utility	4,500.00
				Total for Payment No.:		27,535.25

Payment No: 014860

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	MSR PUBLIC POWER AGENCY	00462482	010220	PUR POWER SAN JUAN JAN20 ACT	Electric Utility	25,542.30
01/23/2020	MSR PUBLIC POWER AGENCY	00462482	010220	PUR POWER SAN JUAN JAN20 ACT	Electric Utility	96,250.00
01/23/2020	MSR PUBLIC POWER AGENCY	00462482	010220	PUR POWER SAN JUAN JAN20 ACT	Electric Utility	810,768.00
01/23/2020	MSR PUBLIC POWER AGENCY	00462482	010220	RENEWABLE ADMIN COSTS JAN20	Electric Utility	44,036.05
				Total for Payment No.:		976,596.35

Payment No: 014861

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	OVERDRIVE INC	00462287	00910CO19247339	1241 AD EBK	General Fund	8,470.87
01/23/2020	OVERDRIVE INC	00462290	00910DA19250352	1241 AD EBK	General Fund	15.99
				Total for Payment No.:		8,486.86

Payment No: 014862

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	PELICAN SIGN SERVICE INC	00462163	59460	TRAINING GEAR STENCIL	General Fund	101.10
				Total for Payment No.:		101.10

Payment No: 014863

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	PENINSULA BUILDING MATERIALS	00461984	20987	CONCRETE MIX	General Fund	38.91
01/23/2020	PENINSULA BUILDING MATERIALS	00461985	22191	FT STD WALL SONOTUBE	General Fund	25.07
01/23/2020	PENINSULA BUILDING MATERIALS	00461986	22286	DEAD BLOW HAMMER	General Fund	43.71
				Total for Payment No.:		107.69

Payment No: 014864

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	PG&E	00461511	3889347290-2 DEC2019	ELE SV GRIZ MICROWAV DEC19	Electric Utility	189.50

Total for Payment No.: 189.50

Payment No: 014865

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	PG&E	00462534	6960110313-3 JAN2020	GAS TRANSPORT GIANERA DEC19	Electric Utility	1,969.23
				Total for Payment No.:		1,969.23

Payment No: 014866

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	PG&E	00462546	6751776993-0 JAN2020	GAS TRANSPORT COGEN DEC19	Electric Utility	69,963.22
				Total for Payment No.:		69,963.22

Payment No: 014867

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	PG&E	00462548	6738869084-3 JAN2020	GAS TRANSPORT DVR DEC19	Electric Utility	123,547.61
				Total for Payment No.:		123,547.61

Payment No: 014868

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	PG&E	00462408	2490226441-5 DEC2019A	PUMP/ELEC-LAWRENCE/HSTEAD	Sewer Utility	10.72
01/23/2020	PG&E	00462408	2490226441-5 DEC2019A	PUMP/4495 N 1ST ST	Sewer Utility	2,413.40
01/23/2020	PG&E	00462408	2490226441-5 DEC2019A	POOL/2250 ROYAL	General Fund	440.93
01/23/2020	PG&E	00462408	2490226441-5 DEC2019A	SR CNTR 1303 FREMONT ST	General Fund	2,854.62
01/23/2020	PG&E	00462408	2490226441-5 DEC2019A	NORTHSIDE LIB 695 MORELAND WAY	General Fund	379.93
01/23/2020	PG&E	00462408	2490226441-5 DEC2019A	FIRE-STA2 1900 WALSH AVE.	General Fund	858.62
01/23/2020	PG&E	00462408	2490226441-5 DEC2019A	AUTO SVCS/1700 WALSH 50%	Fleet Operation Fund	417.35
01/23/2020	PG&E	00462408	2490226441-5 DEC2019A	STREET/1700 WALSH 50%	General Fund	417.36
01/23/2020	PG&E	00462408	2490226441-5 DEC2019A	CITY HALL-1500 WARBURTON	General Fund	2,495.62
01/23/2020	PG&E	00462408	2490226441-5 DEC2019A	POLICE/601 EL CAMINO	General Fund	3,962.87

01/23/2020	PG&E	00462408	2490226441-5 DEC2019A	COMM SVCS-1515 EL CAMINO REAL	General Fund	53.59
01/23/2020	PG&E	00462408	2490226441-5 DEC2019A	BERMAN BLDG-1405 CIVIC CTR	General Fund	310.16
01/23/2020	PG&E	00462408	2490226441-5 DEC2019A	FIRE/#1 777 BENTON	General Fund	535.70
01/23/2020	PG&E	00462408	2490226441-5 DEC2019A	FIRE/#4-2323 PRUNERIDGE	General Fund	115.46
01/23/2020	PG&E	00462408	2490226441-5 DEC2019A	POOL/BUCHER-REBIERO	General Fund	8.65
01/23/2020	PG&E	00462408	2490226441-5 DEC2019A	POOL/BACHER-REBIERO STS	General Fund	3,812.95
01/23/2020	PG&E	00462408	2490226441-5 DEC2019A	FIRE/#9-3011 CORVIN	General Fund	470.59
01/23/2020	PG&E	00462408	2490226441-5 DEC2019A	GYM/2450 CABRILLO	General Fund	240.40
01/23/2020	PG&E	00462408	2490226441-5 DEC2019A	SPORTS CTR/3445 BENTON	General Fund	99.81
01/23/2020	PG&E	00462408	2490226441-5 DEC2019A	CRC/969 KIELY	General Fund	2,663.04
01/23/2020	PG&E	00462408	2490226441-5 DEC2019A	FIRE/#3 2821 HOMESTEAD RD	General Fund	84.10
01/23/2020	PG&E	00462408	2490226441-5 DEC2019A	LIBRARY/2635 HOMESTEAD	General Fund	1,377.21
01/23/2020	PG&E	00462408	2490226441-5 DEC2019A	POOL/2625 PATRICIA	General Fund	13,527.94
01/23/2020	PG&E	00462408	2490226441-5 DEC2019A	YOUTH SOCCER 5049 CENTENNIAL	General Fund	60.04
01/23/2020	PG&E	00462408	2490226441-5 DEC2019A	FIRE/#10 2401 TALLUTO	General Fund	62.44
01/23/2020	PG&E	00462408	2490226441-5 DEC2019A	PARKS/4750 LICK MILL BLVD	General Fund	100.88
01/23/2020	PG&E	00462408	2490226441-5 DEC2019A	BACKUP GEN/2279 CALLE DE LUNA	Sewer Utility	16.91
01/23/2020	PG&E	00462408	2490226441-5 DEC2019A	FIRE/#6-888 AGNEW RD	General Fund	627.41
01/23/2020	PG&E	00462408	2490226441-5 DEC2019A	POOL/3750 DELA CRUZ	General Fund	53.99
01/23/2020	PG&E	00462408	2490226441-5 DEC2019A	2975 LAFAYETTE ST.	General Fund	29.48
01/23/2020	PG&E	00462408	2490226441-5 DEC2019A	POL SUBSTN/3992 RIVERMARK PLZ	General Fund	304.17
Total for Payment No.:						38,806.34

Payment No: 014869

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	PITNEY BOWES POSTAGE BY PHONE	00462201	8977JAN2020	POSTAGE	General Fund	5,017.00
Total for Payment No.:						5,017.00

Payment No: 014870

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	PRAXAIR DISTRIBUTION INC	00461512	93825038	IND HIGH PRESSURE>100CF	Electric Utility	117.00
01/23/2020	PRAXAIR DISTRIBUTION INC	00461512	93825038	IND LIQUID 160-200LT HIGH PRES	Electric Utility	139.77
01/23/2020	PRAXAIR DISTRIBUTION INC	00461512	93825038	SAFETY AND ENVIRONMENT FEE	Electric Utility	25.45
				Total for Payment No.:		282.22

Payment No: 014871

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	R & R INDUSTRIES INC	00462338	571955	VEST, SURVEYOR SAFETY, LARGE S	Water Utility	235.41
01/23/2020	R & R INDUSTRIES INC	00462338	571955	VEST, SURVEYOR SAFETY, X-LARGE	Water Utility	235.44
01/23/2020	R & R INDUSTRIES INC	00462338	571955	VEST, SURVEYOR SAFETY, XX-LARG	Water Utility	235.44
01/23/2020	R & R INDUSTRIES INC	00462338	571955	VEST, SURVEYOR SAFETY, XXX-LAR	Water Utility	235.44
01/23/2020	R & R INDUSTRIES INC	00462338	571955	JACKET WITH HOOD, SMALL, YELLO	Water Utility	133.29
01/23/2020	R & R INDUSTRIES INC	00462338	571955	JACKET WITH HOOD, MEDIUM, YELL	Water Utility	133.29
01/23/2020	R & R INDUSTRIES INC	00462338	571955	JACKET WITH HOOD, LARGE, YELLO	Water Utility	133.29
01/23/2020	R & R INDUSTRIES INC	00462338	571955	JACKET WITH HOOD, XLARGE, YELL	Water Utility	133.29
01/23/2020	R & R INDUSTRIES INC	00462338	571955	JACKET WITH HOOD, XXLARGE, YEL	Water Utility	133.29
01/23/2020	R & R INDUSTRIES INC	00462338	571955	JACKET WITH HOOD, XXXLARGE, YE	Water Utility	133.29
01/23/2020	R & R INDUSTRIES INC	00462338	571955	FREIGHT	Water Utility	58.20
				Total for Payment No.:		1,799.67

Payment No: 014872

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	R F MACDONALD CO	00462706	284881	PN# E20-642 - INDUSTRIAL STEAM	Electric Utility	5,099.33
01/23/2020	R F MACDONALD CO	00462706	284881	PN# CR15-12-A-GJ-A-E-HQQE - 3x	Electric Utility	7,306.36
01/23/2020	R F MACDONALD CO	00462707	285386	ITEM 920B P.END,3196i17 OIL WS	Electric Utility	5,954.39
01/23/2020	R F MACDONALD CO	00462707	285386	ITEM 383 JC5611Q HSP-39012 (SN	Electric Utility	3,467.33
01/23/2020	R F MACDONALD CO	00462707	285386	ITEM 902 KIT,MAINTENANCE 17" I	Electric Utility	182.51

01/23/2020	R F MACDONALD CO	00462707	285386	SHOP LABOR	Electric Utility	796.20
01/23/2020	R F MACDONALD CO	00462707	285386	TRANSPORTATION 2 TRIPS	Electric Utility	255.19
				Total for Payment No.:		23,061.31

Payment No: 014873

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	ROSS LADDER SERVICE	00462171	554	ANNUAL LADDER TESTING 2019	General Fund	2,816.00
				Total for Payment No.:		2,816.00

Payment No: 014874

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	RUTH SHIKADA	00462705	23997JAN2020	REIMB-RETURN FLIGHT FRANKFURT	Deposit Funds.	2,918.05
				Total for Payment No.:		2,918.05

Payment No: 014875

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	RWG (REPAIR & OVERHAULS) USA, INC.	00462335	011360	PN# SK00301 - LEAD	Electric Utility	1,395.86
01/23/2020	RWG (REPAIR & OVERHAULS) USA, INC.	00462335	011360	PN# 23032395 - IGNITER	Electric Utility	2,554.66
				Total for Payment No.:		3,950.52

Payment No: 014876

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	SPRINGSHARE LLC	00462150	19-R5676	BOOKING MODULE	General Fund	3,603.00
				Total for Payment No.:		3,603.00

Payment No: 014877

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	STAPLES ADVANTAGE	00462379	8056948730-AUTO	OFFICE SUPPLIES	General Fund	516.65

01/23/2020	STAPLES ADVANTAGE	00462379	8056948730-AUTO	OFFICE SUPPLIES	General Fund	9.80
01/23/2020	STAPLES ADVANTAGE	00462380	8056948730-BLDGINSP	OFFICE SUPPLIES	General Fund	289.36
01/23/2020	STAPLES ADVANTAGE	00462381	8056948730-CITYATTY	OFFICE SUPPLIES	General Fund	90.23
01/23/2020	STAPLES ADVANTAGE	00462382	8056948730-CMO	OFFICE SUPPLIES	General Fund	74.88
01/23/2020	STAPLES ADVANTAGE	00462383	8056948730-ELECCH	OFFICE SUPPLIES	Electric Utility	232.51
01/23/2020	STAPLES ADVANTAGE	00462383	8056948730-ELECCH	OFFICE SUPPLIES	Electric Utility	169.36
01/23/2020	STAPLES ADVANTAGE	00462384	8056948730-ELECGEN	OFFICE SUPPLIES	Electric Utility	474.85
01/23/2020	STAPLES ADVANTAGE	00462385	8056948730-ELECRES	OFFICE SUPPLIES	Electric Utility	9.32
01/23/2020	STAPLES ADVANTAGE	00462386	8056948730-ELECYARD	OFFICE SUPPLIES	Electric Utility	213.88
01/23/2020	STAPLES ADVANTAGE	00462386	8056948730-ELECYARD	OFFICE SUPPLIES	Electric Utility	4.65
01/23/2020	STAPLES ADVANTAGE	00462386	8056948730-ELECYARD	OFFICE SUPPLIES	Electric Utility	5.43
01/23/2020	STAPLES ADVANTAGE	00462386	8056948730-ELECYARD	OFFICE SUPPLIES	Electric Utility	61.67
01/23/2020	STAPLES ADVANTAGE	00462386	8056948730-ELECYARD	OFFICE SUPPLIES	Electric Utility	343.35
01/23/2020	STAPLES ADVANTAGE	00462387	8056948730-ENG	OFFICE SUPPLIES	General Fund	50.12
01/23/2020	STAPLES ADVANTAGE	00462388	8056948730-FINANCE	OFFICE SUPPLIES	General Fund	20.94
01/23/2020	STAPLES ADVANTAGE	00462389	8056948730-FIRE	OFFICE SUPPLIES	General Fund	245.68
01/23/2020	STAPLES ADVANTAGE	00462390	8056948730-HCS	OFFICE SUPPLIES	General Fund	111.92
01/23/2020	STAPLES ADVANTAGE	00462391	8056948730-HR	OFFICE SUPPLIES	General Fund	172.26
01/23/2020	STAPLES ADVANTAGE	00462392	8056948730-MAYOR	OFFICE SUPPLIES	General Fund	102.13
01/23/2020	STAPLES ADVANTAGE	00462393	8056948730-PARKCH	OFFICE SUPPLIES	General Fund	33.33
01/23/2020	STAPLES ADVANTAGE	00462394	8056948730-PARK TEEN	OFFICE SUPPLIES	General Fund	577.13
01/23/2020	STAPLES ADVANTAGE	00462395	8056948730-PARK YAC	OFFICE SUPPLIES	General Fund	355.32
01/23/2020	STAPLES ADVANTAGE	00462396	8056948730-PLANNING	OFFICE SUPPLIES	General Fund	75.48
01/23/2020	STAPLES ADVANTAGE	00462397	8056948730-POLICEPATROL	OFFICE SUPPLIES	General Fund	308.07
01/23/2020	STAPLES ADVANTAGE	00462398	8056948730-POLICESPECIAL	OFFICE SUPPLIES	General Fund	250.41
01/23/2020	STAPLES ADVANTAGE	00462399	8056948730-POLICESVC	OFFICE SUPPLIES	General Fund	69.12
				Total for Payment No.:		4,867.85

Payment No: 014878

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	TONY JANOVICH	00462708	17794-17800	CONTRACTOR PAYMENT FOR CLASSES	General Fund	1,409.60
				Total for Payment No.:		1,409.60

Payment No: 014879

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	TRITON MUSEUM OF ART	00462717	2887JAN2020	FY 19/20 Grant Agreement with	General Fund	24,630.00
				Total for Payment No.:		24,630.00

Payment No: 014880

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	UNIQUE MGMT SERVICES INC	00461952	575319	COLLECTIONS	General Fund	751.80
				Total for Payment No.:		751.80

Payment No: 014881

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	UNITY COURIER SERVICES, INC	00461928	452589	LINK+ DELIVERY	General Fund	836.00
				Total for Payment No.:		836.00

Payment No: 014882

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	UNIVERSAL SITE SERVICES	00462739	190030872	FY 2019-20 CUSTODIAL SERVICES	Convention Cnt Maintenance Dis	10,430.00
01/23/2020	UNIVERSAL SITE SERVICES	00462739	190030872	FY 2019-20 PRESSURE WASHING SE	Convention Cnt Maintenance Dis	4,766.67
01/23/2020	UNIVERSAL SITE SERVICES	00462740	190030871	FY 2019-20 SWEEPING SERVICES W	Convention Cnt Maintenance Dis	5,068.93
				Total for Payment No.:		20,265.60

Payment No: 014883

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	US DEPT OF ENERGY	00462518	NNPB000271219	POWER BILL DEC19	Electric Utility	301,237.11
01/23/2020	US DEPT OF ENERGY	00462518	NNPB000271219	WREGIS PASS-THRU CHGS DEC19	Electric Utility	1,478.58
01/23/2020	US DEPT OF ENERGY	00462518	NNPB000271219	CVP O&M FUNDING CREDIT	Electric Utility	-282,193.00
				Total for Payment No.:		20,522.69

Payment No: 014884

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	VALLEY FAIR MALL, LLC	00462199	63832-01 CPV DEC-2019	PBI SOLAR PROD PYMT #24 DEC-19	Elec OperatingGrant Trust Fund	5,778.00
				Total for Payment No.:		5,778.00

Payment No: 014885

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	WAXIE SANITARY SUPPLY	00461992	78608324	SCOTT HARD ROLL TOWELS	General Fund	4,517.04
01/23/2020	WAXIE SANITARY SUPPLY	00461994	78614773	IN-SIGHT JRT	General Fund	472.91
01/23/2020	WAXIE SANITARY SUPPLY	00461996	78631001	IN-SIGHT JRT	General Fund	342.34
01/23/2020	WAXIE SANITARY SUPPLY	00461998	78662992	WAXIE GREEN CLEAN	General Fund	1,257.97
				Total for Payment No.:		6,590.26
				Overall Total		2,287,685.61



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

Run Date 1/21/2020
Run Time 10:00:37 AM

Sorted by Payment Number

Payment No: 639809

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	ALLAN AGATEP	00462430	28711DEC2019	ROTOR HIGH SPEED BAL TESTING	Electric Utility Construction	1,620.56
				Total for Payment No.:		1,620.56

Payment No: 639810

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	ALTA PLANNING & DESIGN	00462333	00-2018-205-15	AGREEMENT FOR THE PEDESTRIAN M	Streets And Highways	8,936.07
				Total for Payment No.:		8,936.07

Payment No: 639811

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	ALTA PLANNING & DESIGN	00462334	00-2018-205-14	AGREEMENT FOR THE PEDESTRIAN M	Streets And Highways	17,169.61
				Total for Payment No.:		17,169.61

Payment No: 639812

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	ALTA PLANNING & DESIGN	00462702	00-2017-421-16	AGREEMENT FOR BIKE PLAN UPDATE	Streets And Highways	6,976.65
01/23/2020	ALTA PLANNING & DESIGN	00462703	00-2017-421-15	AGREEMENT FOR BIKE PLAN UPDATE	Streets And Highways	890.50
				Total for Payment No.:		7,867.15

Payment No: 639813

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	BEAR ELECTRICAL SOLUTIONS, INC.	00462668	27090JAN2020	RETENTION RELEASE	Streets And Highways	42,974.61
				Total for Payment No.:		42,974.61

Payment No: 639814

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	CLAIRE MARGARET	00462677	PRCK#86381	REPLACE OUTDATED PRCK#86381	Payroll Liability&ClearingAcct	281.02
				Total for Payment No.:		281.02

Payment No: 639815

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	DEPT OF COMMUNITY SVCS&DEVELOP	00462669	19551-14 Utility Refund	UTILITY REFUND	General Fund	74.69
01/23/2020	DEPT OF COMMUNITY SVCS&DEVELOP	00462670	22638-06 Utility Refund	UTILITY REFUND	General Fund	166.23
01/23/2020	DEPT OF COMMUNITY SVCS&DEVELOP	00462671	38048-05 Utility Refund	UTILITY REFUND	General Fund	21.08
01/23/2020	DEPT OF COMMUNITY SVCS&DEVELOP	00462672	38153-22 Utility Refund	UTILITY REFUND	General Fund	196.37
01/23/2020	DEPT OF COMMUNITY SVCS&DEVELOP	00462673	38851-01 Utility Refund	UTILITY REFUND	General Fund	209.95
01/23/2020	DEPT OF COMMUNITY SVCS&DEVELOP	00462674	67253-06 Utility Refund	UTILITY REFUND	General Fund	398.21
01/23/2020	DEPT OF COMMUNITY SVCS&DEVELOP	00462675	67314-04 Utility Refund	UTILITY REFUND	General Fund	83.37
01/23/2020	DEPT OF COMMUNITY SVCS&DEVELOP	00462676	22265-02 Utility Refund	UTILITY REFUND	General Fund	48.09
				Total for Payment No.:		1,197.99

Payment No: 639816

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	EXTRA SPACE STORAGE	00462501	15603JAN2020	REFUND PLN2019-13921	General Fund	9,080.00
01/23/2020	EXTRA SPACE STORAGE	00462501	15603JAN2020	REFUND PLN2019-13921	General Fund	1,362.00
01/23/2020	EXTRA SPACE STORAGE	00462501	15603JAN2020	REFUND PLN2019-13921	General Fund	199.52
01/23/2020	EXTRA SPACE STORAGE	00462501	15603JAN2020	REFUND PLN2019-13921	General Fund	896.00
				Total for Payment No.:		11,537.52

Payment No: 639817

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	JOSEPH PATE	00462464	33386NOV2019	ESRI GEOCONX CONFERENCE	Electric Utility	965.44
				Total for Payment No.:		965.44

Payment No: 639818

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	KENN LEE	00462460	31898JAN2020	LEAGUE OF CA CITIES	General Fund	169.50
				Total for Payment No.:		169.50

Payment No: 639819

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	MARY MCENROE	00462010	1773DEC2019A	DSM MTG 11/21/19 ROSEVILLE	Elec OperatingGrant Trust Fund	155.64
				Total for Payment No.:		155.64

Payment No: 639820

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	MIKE HORN	00462463	15075NOV2019	TITLE 15 COURSE	General Fund	272.85
				Total for Payment No.:		272.85

Payment No: 639821

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	QUALITY TECHNOLOGY SERVICES LLC	00462082	R16-DCR-0010-5	DATA CTR REB PYMT #5 74749-1	Elec OperatingGrant Trust Fund	5,529.51
				Total for Payment No.:		5,529.51

Payment No: 639822

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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01/23/2020	RON JANZING	00462043	3145JAN2020	EYE PROTECTION FY19-20	General Fund	165.89
Total for Payment No.:						165.89
Payment No: 639823						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	STEVE HANCE	00462303	1232DEC2019	CPUCEDGASRATEDESNWKSHP SCTO	Electric Utility	163.56
01/23/2020	STEVE HANCE	00462303	1232DEC2019	CPUC GTS RATE DESN WKSHP SF	Electric Utility	53.75
Total for Payment No.:						217.31
Payment No: 639824						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	THEJON BAZA	00462316	21283JAN2020	SAFETY BOOTS/CLOTH REIMB 2020	Electric Utility	280.00
Total for Payment No.:						280.00
Payment No: 639825						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	TIMOTHY ALFORD	00462459	27523NOV2019A	CA2RS CONFERENCE	General Fund	569.63
Total for Payment No.:						569.63
Payment No: 639826						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	WONG, BASIL	00462458	32345JAN2020	WAPA FOLSOM	Electric Utility	152.82
Total for Payment No.:						152.82
Payment No: 639827						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	FENG, ZHE	00462472	00075183-02 Utility Refund B	UTILITY REFUND	General Fund	184.56
Total for Payment No.:						184.56

Payment No: 639828

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	KINGSLEY D D CHEN	00462471	00074446-01 Utility Refund B	UTILITY REFUND	General Fund	138.25
				Total for Payment No.:		138.25

Payment No: 639829

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	BENEFIT COORDINATORS CORP	00462682	33496JAN2020	LIFE & DISABILITY INS JAN2020	Payroll Liability&ClearingAcct	4,828.65
01/23/2020	BENEFIT COORDINATORS CORP	00462682	33496JAN2020	LIFE & DISABILITY INS JAN2020	Payroll Liability&ClearingAcct	7,466.09
01/23/2020	BENEFIT COORDINATORS CORP	00462682	33496JAN2020	LIFE & DISABILITY INS JAN2020	Payroll Liability&ClearingAcct	3,530.95
01/23/2020	BENEFIT COORDINATORS CORP	00462682	33496JAN2020	LIFE & DISABILITY INS JAN2020	Payroll Liability&ClearingAcct	4,104.09
01/23/2020	BENEFIT COORDINATORS CORP	00462682	33496JAN2020	LIFE & DISABILITY INS JAN2020	Payroll Liability&ClearingAcct	13,332.64
				Total for Payment No.:		33,262.42

Payment No: 639830

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	DIVISION OF THE STATE ARCHITECT	00462470	13921JAN2020	PORTION OF \$4 CASP FEE AB1379	CASp Certification & Training	1,066.40
				Total for Payment No.:		1,066.40

Payment No: 639831

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	SANTA CLARA COUNTY	00462699	2430JAN2020	2020 SCCCMA MEMBERSHIP DUES	General Fund	400.00
				Total for Payment No.:		400.00

Payment No: 639832

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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01/23/2020	ACE PARKING MANAGEMENT INC	00462736	159640	FY 2019-20 3077-PARKING CONTRO	Convention Cnt Maintenance Dis	11,696.22
01/23/2020	ACE PARKING MANAGEMENT INC	00462736	159640	FY 2019-20 3078-PARKING CONTRO	Convention Cnt Maintenance Dis	1,580.89
01/23/2020	ACE PARKING MANAGEMENT INC	00462736	159640	FY 2019-20 3079-PARKING CONTRO	Convention Cnt Maintenance Dis	1,580.89
				Total for Payment No.:		14,858.00

Payment No: 639833

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	AERODERIVATIVE GAS TURBINE	00461697	I67448	PN# 9146M80P03 - SLEEVE	Electric Utility	1,425.57
01/23/2020	AERODERIVATIVE GAS TURBINE	00461697	I67448	PN# J1220G05 - CLAMP	Electric Utility	48.79
01/23/2020	AERODERIVATIVE GAS TURBINE	00461697	I67448	PN# J1221G03 - CLAMP	Electric Utility	99.07
01/23/2020	AERODERIVATIVE GAS TURBINE	00461697	I67448	PN# J574P02 - NUT, SELF LOCKIN	Electric Utility	972.73
01/23/2020	AERODERIVATIVE GAS TURBINE	00461697	I67448	PN# L44861P01 - BUSHING	Electric Utility	6,725.07
01/23/2020	AERODERIVATIVE GAS TURBINE	00461697	I67448	PN# L44861P07 - BUSHING	Electric Utility	4,121.11
01/23/2020	AERODERIVATIVE GAS TURBINE	00461697	I67448	PN# L44862P03 - WASHER	Electric Utility	4,179.15
				Total for Payment No.:		17,571.49

Payment No: 639834

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	AIRGAS NO CALIF & NV	00462312	9096341243COR	E03NI99E15A0260 NC/90PPM	Electric Utility	2,362.95
01/23/2020	AIRGAS NO CALIF & NV	00462312	9096341243COR	DELIVERY FLAT FEE	Electric Utility	58.32
01/23/2020	AIRGAS NO CALIF & NV	00462312	9096341243COR	FUEL SURCHARGE FLAT	Electric Utility	10.46
01/23/2020	AIRGAS NO CALIF & NV	00462312	9096341243COR	AIRGAS HAZMAT CHARGE	Electric Utility	7.44
01/23/2020	AIRGAS NO CALIF & NV	00462376	9096482595	MEDICAL O2 - STATION 6	General Fund	98.79
01/23/2020	AIRGAS NO CALIF & NV	00462376	9096482595	HAZMAT CHARGE	General Fund	10.86
01/23/2020	AIRGAS NO CALIF & NV	00462377	9096482596	MEDICAL O2 - STATION 5	General Fund	146.66
01/23/2020	AIRGAS NO CALIF & NV	00462377	9096482596	FUEL SURCHARGE	General Fund	14.80
01/23/2020	AIRGAS NO CALIF & NV	00462377	9096482596	HAZMAT FEE	General Fund	8.80
01/23/2020	AIRGAS NO CALIF & NV	00462378	9096482597	MEDICAL O2 - STATION 1	General Fund	93.18

01/23/2020	AIRGAS NO CALIF & NV	00462378	9096482597	FUEL SURCHARGE FEE	General Fund	17.24
01/23/2020	AIRGAS NO CALIF & NV	00462378	9096482597	HAZMAT FEE	General Fund	10.24
01/23/2020	AIRGAS NO CALIF & NV	00462400	9096539345	MEDICAL 02 - STATION 6	General Fund	93.18
01/23/2020	AIRGAS NO CALIF & NV	00462400	9096539345	FUEL SURCHARGE FEE	General Fund	17.24
01/23/2020	AIRGAS NO CALIF & NV	00462400	9096539345	HAZMAT FEE	General Fund	10.24
01/23/2020	AIRGAS NO CALIF & NV	00462401	9096539346	MEDICAL 02 - STATION 3	General Fund	157.03
01/23/2020	AIRGAS NO CALIF & NV	00462401	9096539346	FUEL SURCHARGE FEE	General Fund	14.52
01/23/2020	AIRGAS NO CALIF & NV	00462401	9096539346	HAZMAT FEE	General Fund	8.63
				Total for Payment No.:		3,140.58

Payment No: 639835

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	ALSCO SAN JOSE	00462177	LSJO1191057	LINEN SERVICE - ST. 10	General Fund	193.63
01/23/2020	ALSCO SAN JOSE	00462178	LSJO1194076	LINEN SERVICE - ST.7	General Fund	187.17
				Total for Payment No.:		380.80

Payment No: 639836

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	ALTRADE SUPPLIES INC	00462161	INV0001	SRNUT	Park and Rec Opr GrantTst Fund	1,579.48
				Total for Payment No.:		1,579.48

Payment No: 639837

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	AMERESCO	00462483	37027	ENERGY (LANDFILL GAS) DEC19	Electric Utility	24,037.02
				Total for Payment No.:		24,037.02

Payment No: 639838

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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01/23/2020	AMERICAN BUILDING CONSTRUCTION	00461951	3820	ACCESIBLE BACK STAIRWAY-SOTELO	H.U.D Capital Projects	500.00
Total for Payment No.:						500.00

Payment No: 639839

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	ANNE SPECTOR	00462193	R219-EVC-035	EC CHGR REBATE; 32090-02	Elec OperatingGrant Trust Fund	529.20
Total for Payment No.:						529.20

Payment No: 639840

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	ARAMARK UNIFORM SERVICES	00461510	760590770	CLEANING SVC/SHOP TOWELS DVR	Electric Utility	400.90
Total for Payment No.:						400.90

Payment No: 639841

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	ARTICULATE SOLUTIONS	00461778	54012	RECRUITMENT FLYERS	General Fund	137.06
01/23/2020	ARTICULATE SOLUTIONS	00461778	54012	NON-TAXABLE	General Fund	468.75
01/23/2020	ARTICULATE SOLUTIONS	00461779	54011	POLICE BANNER	General Fund	171.00
Total for Payment No.:						776.81

Payment No: 639842

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	ASSOCIATED RIGHT OF WAY SVCS	00462726	000000017850	REMAINNG BALANCE FROM PO 22676	Expendable Trust Funds	150.00
Total for Payment No.:						150.00

Payment No: 639843

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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01/23/2020	AT&T	00461817	1171680877	T1.5 MBPS SVC 19DEC19-18JAN20	Electric Utility	422.55
Total for Payment No.:						422.55

Payment No: 639844

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	AT&T CALNET	00461815	000014088517	BN9391023721 11/25/19-12/24/19	Electric Utility	872.26
Total for Payment No.:						872.26

Payment No: 639845

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	AT&T CALNET	00461816	000014074154	BN9391023689 11/20/19-12/19/19	Electric Utility	197.75
Total for Payment No.:						197.75

Payment No: 639846

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	ATLAS COPCO RENTAL	00462532	1303009-0001	RENTAL EMERGENCY OCT19	Electric Utility	7,193.42
01/23/2020	ATLAS COPCO RENTAL	00462532	1303009-0001	3"X25' STD PRESSURE OIL	Electric Utility	183.20
01/23/2020	ATLAS COPCO RENTAL	00462532	1303009-0001	3"X50' STD PRESSURE OIL	Electric Utility	361.99
01/23/2020	ATLAS COPCO RENTAL	00462532	1303009-0001	EQUIPMENT TRAILER	Electric Utility	1,432.50
01/23/2020	ATLAS COPCO RENTAL	00462532	1303009-0001	DELIVERY FREIGHT	Electric Utility	965.67
01/23/2020	ATLAS COPCO RENTAL	00462532	1303009-0001	ENVIRONMENTAL RECOVERY FEE	Electric Utility	49.66
01/23/2020	ATLAS COPCO RENTAL	00462532	1303009-0001	PICKUP CHARGE	Electric Utility	1,174.26
01/23/2020	ATLAS COPCO RENTAL	00462532	1303009-0001	PREPAYMENT JWEBB	Electric Utility	-2,759.06
Total for Payment No.:						8,601.64

Payment No: 639847

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	AUDREY MITCHELL	00462192	R219-EVC-034	EV CHGR REB; 54766-03	Elec OperatingGrant Trust Fund	750.00

Total for Payment No.: 750.00

Payment No: 639848

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	BABYLON PRINTING	00461847	91719	JANUARY SC NEWSLETTER	General Fund	720.72
01/23/2020	BABYLON PRINTING	00461848	91752	JANUARY ATG NEWSLETTER	General Fund	349.60
Total for Payment No.:						1,070.32

Payment No: 639849

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	BATEMAN SENIOR MEALS	00462728	INV4650001422	BATEMAN MEALS FY 19-20	Park and Rec Opr GrantTst Fund	1,160.52
01/23/2020	BATEMAN SENIOR MEALS	00462729	INV4650001437	BATEMAN MEALS FY 19-20	Park and Rec Opr GrantTst Fund	1,103.52
Total for Payment No.:						2,264.04

Payment No: 639850

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	BAUER COMPRESSORS INC	00462167	0000262316	KUNKLE VALVE INSTALL LABOR	General Fund	2,877.32
01/23/2020	BAUER COMPRESSORS INC	00462176	0000261818	MSA G1 CYLINGER BUMPER KIT 5EA	General Fund	192.60
01/23/2020	BAUER COMPRESSORS INC	00462176	0000261818	MSA HOSE ASSEMBLY 7EA	General Fund	1,664.06
01/23/2020	BAUER COMPRESSORS INC	00462176	0000261818	MSA SAFETY EQUIP WIPES 5EA	General Fund	132.07
01/23/2020	BAUER COMPRESSORS INC	00462176	0000261818	MSA HOSE ASSY G1 REG 2EA	General Fund	605.31
01/23/2020	BAUER COMPRESSORS INC	00462176	0000261818	MSA G1 REGULATOR 1EA	General Fund	9.63
Total for Payment No.:						5,480.99

Payment No: 639851

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	BAY CITY NEWS INC	00462704	18435	1 YR SUBSCRIPTION NOV2019-2020	General Fund	1,800.00
Total for Payment No.:						1,800.00

Payment No: 639852

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	BRIGHTVIEW LANDSCAPE SERVICES, INC.	00462738	6647491	FY 2019-20 LANDSCAPING SERVICE	Convention Cnt Maintenance Dis	14,989.00
01/23/2020	BRIGHTVIEW LANDSCAPE SERVICES, INC.	00462743	6627386	ADDITIONAL SERVICES - CONTINGEN	Convention Cnt Maintenance Dis	823.48
01/23/2020	BRIGHTVIEW LANDSCAPE SERVICES, INC.	00462744	6639126	ADDITIONAL SERVICES - CONTINGEN	Convention Cnt Maintenance Dis	1,275.00
				Total for Payment No.:		17,087.48

Payment No: 639853

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	CA DEPT OF INDUSTRIAL RELATIONS	00461954	S 1702501 SJ	ELEVATOR UNIT INVOICE	General Fund	675.00
				Total for Payment No.:		675.00

Payment No: 639854

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	CHAN, JOHN	00450022	R217-RPV-056 A	ESCHEAT CK625652 V#423887	General Fund	5,934.75
				Total for Payment No.:		5,934.75

Payment No: 639855

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	CIVITAS ADVISORS	00462732	56011	IMPLEMENTATION OF SANTA CLARA	Deposit Funds.	6,240.00
				Total for Payment No.:		6,240.00

Payment No: 639856

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	COMPUTERLAND OF SILIICON VALLEY	00462696	266435	PRODUCTION SUPPORT/ SUBSCRIPTI	Information Technology Service	18,926.79
01/23/2020	COMPUTERLAND OF SILIICON VALLEY	00462696	266435	PRODUCTION SUPPORT/ SUBSCRIPTI	Information Technology Service	2,955.12

Total for Payment No.: 21,881.91

Payment No: 639857

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	CONTEMPORARY SERVICES CORPORATION	00462718	112958186	FY 2018/19 HOLIDAY ICE RINK	General Fund	4,534.88
Total for Payment No.:						4,534.88

Payment No: 639858

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	COOPERATIVE PERSONNEL SERVICES	00462211	SOP50442	778 FIREFIGHTER I BOOKLETS	General Fund	10,269.60
01/23/2020	COOPERATIVE PERSONNEL SERVICES	00462211	SOP50442	AGENCY FEE	General Fund	654.50
01/23/2020	COOPERATIVE PERSONNEL SERVICES	00462212	SOP50444	TWO FIREFIGHTER I BOOKLETS	General Fund	43.00
01/23/2020	COOPERATIVE PERSONNEL SERVICES	00462213	SOP50478	36 STAFF AIDE I BOOKLETS	General Fund	414.00
01/23/2020	COOPERATIVE PERSONNEL SERVICES	00462213	SOP50478	AGENCY FEE	General Fund	402.50
01/23/2020	COOPERATIVE PERSONNEL SERVICES	00462214	SOP50484	15 FIREFIGHTER I BOOKLETS	General Fund	210.00
Total for Payment No.:						11,993.60

Payment No: 639859

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	CORODATA RECORDS MANAGEMENT, INC	00462488	RS3137775	OFFSITE RECORDS MGMT DEC 2019	General Fund	506.64
Total for Payment No.:						506.64

Payment No: 639860

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	D&M TRAFFIC SERVICES	00462336	69308	PAINT, MARKING, FLOURESCENT OR	Electric Utility	227.81
01/23/2020	D&M TRAFFIC SERVICES	00462694	69083	PAINT, MARKING WATER SYSTEMS,	Water Utility	58.26
01/23/2020	D&M TRAFFIC SERVICES	00462694	69083	PAINT, MARKING SEWER SANITARY	Water Utility	58.26
01/23/2020	D&M TRAFFIC SERVICES	00462694	69083	PAINT, MARKING, WHITE. AERVOE	Water Utility	113.91

Total for Payment No.: 458.24

Payment No: 639861

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	DOOLEY ENTERPRISES, INC.	00461783	57321	380 AUTO 95GR RANGER T001	General Fund	407.66
01/23/2020	DOOLEY ENTERPRISES, INC.	00461784	57320	9MM 124GR FULL METAL J	General Fund	22,989.49
Total for Payment No.:						23,397.15

Payment No: 639862

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	DUNN-EDWARDS CORP	00461988	2011157799	C-E MINI ROLLER	General Fund	34.94
Total for Payment No.:						34.94

Payment No: 639863

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	EDELMAN CORP	00462737	5492	INSTALL ACCESS CONTROL (CARD R	Public Buildings	1,225.00
Total for Payment No.:						1,225.00

Payment No: 639864

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	ENVIRONMENTAL RISK SERVICES	00462727	REV5987	CHANGE ORDER #1 - ADDITIONAL F	Deposit Funds.	6,801.90
Total for Payment No.:						6,801.90

Payment No: 639865

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	EQUINIX INC	00462678	100210199593	SANTA CLARA IBX - SV2 (FIBER)	Electric Utility	13,865.34
Total for Payment No.:						13,865.34

Payment No: 639866

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	EUGENE BURGER MANAGEMENT	00462492	12/2019 MGMT FEES	MANAGEMENT FEE DEC2019	General Fund	1,179.38
				Total for Payment No.:		1,179.38

Payment No: 639867

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	FARMER BROTHERS COFFEE	00462160	69783395	SRNUT	Park and Rec Opr GrantTst Fund	356.65
				Total for Payment No.:		356.65

Payment No: 639868

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	GLEN MANGLICMOT	00462194	R219-EVC-036	EV CHGR REB; 11129-02	Elec OperatingGrant Trust Fund	750.00
				Total for Payment No.:		750.00

Payment No: 639869

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	HEALTHINVEST HRA	00462722	32307JAN2020	VENDOR REPLACING EXISTING VEBA	General Fund	2,500.00
				Total for Payment No.:		2,500.00

Payment No: 639870

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	HIJINIO REYNOSO	00462197	R219-EVC-038	EV CHGR REB; 55180-05	Elec OperatingGrant Trust Fund	750.00
01/23/2020	HIJINIO REYNOSO	00462198	R219-EVC-039	EV CHGR REB; 55180-05	Elec OperatingGrant Trust Fund	750.00
				Total for Payment No.:		1,500.00

Payment No: 639871

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	HOME DEPOT USA	00462151	529592065	FACILITIES SUPPLIES	General Fund	1,203.43
01/23/2020	HOME DEPOT USA	00462153	529592073	FACILITIES SUPPLIES	General Fund	634.87
				Total for Payment No.:		1,838.30

Payment No: 639872

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	ICE DATA PRICING & REFERENCE DATA, LLC	00462298	354085316385PRD	SUBSCRIPTION FEE DEC 2019	General Fund	165.56
				Total for Payment No.:		165.56

Payment No: 639873

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	INTELLIGENT TECHNOLOGIES & SVC	00462547	84359	PREV MTCE INSPECTION DVR	Electric Utility	5,843.25
				Total for Payment No.:		5,843.25

Payment No: 639874

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	INTER DISPOSAL CORP OF CA	00462315	5127-000034852	TIMBER/TREATED OLD POLE REMOVA	Electric Utility Construction	1,075.54
				Total for Payment No.:		1,075.54

Payment No: 639875

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	INTERTEK AIM	00462342	US0100003953	MATERIALS, EQUIPMENT, AND OTHE	Electric Utility Construction	3,950.00
				Total for Payment No.:		3,950.00

Payment No: 639876

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	JOHN W GREENE	00462005	CSC121219	YAC GAME OFFICIALS	General Fund	780.00
				Total for Payment No.:		780.00

Payment No: 639877

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	JOVEN B VILAVERT	00462275	33499JAN2020	BldgPermitRefund BLD2019-56664	General Fund	622.50
				Total for Payment No.:		622.50

Payment No: 639878

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	JOYFUL MELODIES CORP	00462713	18070-18089	CONTRACTOR PAYMENT FOR CLASSES	General Fund	2,044.00
				Total for Payment No.:		2,044.00

Payment No: 639879

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	KING CRANE SERVICE INC	00462299	178650	265 TON CRANE12/11/19 AGATE DR	Electric Utility Construction	6,200.00
01/23/2020	KING CRANE SERVICE INC	00462299	178650	COUNTERWEIGHT TRUCK 12/11/19	Electric Utility Construction	1,960.00
01/23/2020	KING CRANE SERVICE INC	00462299	178650	PERMITS	Electric Utility Construction	50.00
01/23/2020	KING CRANE SERVICE INC	00462299	178650	ACCESSORY LOAD	Electric Utility Construction	600.00
01/23/2020	KING CRANE SERVICE INC	00462299	178650	FUEL/INSURANCE	Electric Utility Construction	616.70
				Total for Payment No.:		9,426.70

Payment No: 639880

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	KORTICK MANUFACTURING CO	00462317	064736	NAIL, POLE DATING 2020	Electric Utility Construction	40.88

Total for Payment No.: 40.88

Payment No: 639881

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	LC ACTION POLICE SUPPLY	00461775	404950	BLUE GUN	General Fund	54.50
01/23/2020	LC ACTION POLICE SUPPLY	00461776	405411	CTS 4300 40MM LIQUID BARRICADE	General Fund	136.95
01/23/2020	LC ACTION POLICE SUPPLY	00461777	400672	TGRATNY 3A VEST	General Fund	750.00
01/23/2020	LC ACTION POLICE SUPPLY	00461786	404908	VTAC WIDE PADDED SLING BACK	General Fund	130.77
Total for Payment No.:						1,072.22

Payment No: 639882

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	LEIDOS ENGINEERING LLC	00462083	R20-FSR-0050	FOOD SRV REB;67357-1;7-11	Elec OperatingGrant Trust Fund	840.00
Total for Payment No.:						840.00

Payment No: 639883

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	LINA M DENNY	00462274	33404JAN2020	BldgPlanRevRefund BLD19-57027	General Fund	960.55
01/23/2020	LINA M DENNY	00462274	33404JAN2020	Tech Fee Refund	General Fund	32.37
Total for Payment No.:						992.92

Payment No: 639884

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	LN CURTIS & SONS	00462172	INV347445	STATION BOOTS	Fire Department	441.38
01/23/2020	LN CURTIS & SONS	00462181	INV344055	TURNOUT BOOTS	Fire Department	980.74
01/23/2020	LN CURTIS & SONS	00462182	INV346509	CHAIN SAW CHAPS	General Fund	576.54
01/23/2020	LN CURTIS & SONS	00462183	INV318256	STATION DUTY BOOT	Fire Department	1,133.60
01/23/2020	LN CURTIS & SONS	00462184	INV318229	STATION DUTY BOOT	Fire Department	283.40

01/23/2020	LN CURTIS & SONS	00462185	INV323634	HURST TOOL REPAIR LABOR NONTAX	General Fund	510.00
01/23/2020	LN CURTIS & SONS	00462185	INV323634	HURST TOOL REPAIR TAXABLE	General Fund	1,334.16
01/23/2020	LN CURTIS & SONS	00462186	INV322622	STATION BOOT - HERNANDEZ	Fire Department	245.00
				Total for Payment No.:		5,504.82

Payment No: 639885

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	MARC PALOMA	00462196	R219-EVC-040	EV CHGR REB; 55836-04	Elec OperatingGrant Trust Fund	750.00
				Total for Payment No.:		750.00

Payment No: 639886

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	MNB CONSULTING	00462698	67	HARD HAT, BULLARD WIDE-RIM STY	Electric Utility	310.24
				Total for Payment No.:		310.24

Payment No: 639887

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	ORCHARD COMMERCIAL, INC	00462734	9448JAN2020	FY 2019-20 PROPERTY MANAGEMENT	Convention Cnt Maintenance Dis	6,459.00
01/23/2020	ORCHARD COMMERCIAL, INC	00462735	9448JAN2020A	FY 2019-20 PROPERTY MANAGEMENT	Convention Cnt Maintenance Dis	6,459.00
				Total for Payment No.:		12,918.00

Payment No: 639888

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	PACIFIC GAS & ELECTRIC CO	00462524	0007887657-0	BUCKS CREEK RELICENSING NOV19	Electric Utility Construction	20,653.19
				Total for Payment No.:		20,653.19

Payment No: 639889

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	PACIFIC WATER ART INC	00462304	61843	CITY HALL FTN MAINT.	General Fund	1,700.00
01/23/2020	PACIFIC WATER ART INC	00462304	61843	FRANKLIN SQUARE FTN MAINT.	Downtown Parking Maintenance D	990.00
01/23/2020	PACIFIC WATER ART INC	00462305	62054	CITY HALL FTN MAINT.	General Fund	1,700.00
01/23/2020	PACIFIC WATER ART INC	00462305	62054	FRANKLIN SQUARE FTN MAINT.	Downtown Parking Maintenance D	990.00
01/23/2020	PACIFIC WATER ART INC	00462306	62258	CITY HALL FTN MAINT.	General Fund	1,700.00
01/23/2020	PACIFIC WATER ART INC	00462306	62258	FRANKLIN SQUARE FTN MAINT.	Downtown Parking Maintenance D	990.00
01/23/2020	PACIFIC WATER ART INC	00462307	62466	CITY HALL FTN MAINT.	General Fund	1,700.00
01/23/2020	PACIFIC WATER ART INC	00462307	62466	FRANKLIN SQUARE FTN MAINT.	Downtown Parking Maintenance D	990.00
01/23/2020	PACIFIC WATER ART INC	00462309	62669	CITY HALL FTN MAINT.	General Fund	1,700.00
01/23/2020	PACIFIC WATER ART INC	00462309	62669	FRANKLIN SQUARE FTN MAINT.	Downtown Parking Maintenance D	990.00
01/23/2020	PACIFIC WATER ART INC	00462310	62864	CITY HALL FTN MAINT.	General Fund	1,700.00
01/23/2020	PACIFIC WATER ART INC	00462310	62864	FRANKLIN SQUARE FTN MAINT.	Downtown Parking Maintenance D	990.00
				Total for Payment No.:		16,140.00

Payment No: 639890

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	PAETEC	00462720	72101944	Annual ongoing telephone servi	Information Technology Service	4,950.53
				Total for Payment No.:		4,950.53

Payment No: 639891

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	PENINSULA GYMANSTICS	00462716	18147-18264	CONTRACTOR PAYMENT FOR CLASSES	General Fund	10,206.72
				Total for Payment No.:		10,206.72

Payment No: 639892

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	PERMIT SERVICES	00462273	31961JAN2020	BldgPermitRefund BLD2019-55759	General Fund	130.88
01/23/2020	PERMIT SERVICES	00462273	31961JAN2020	Electric Permit	General Fund	40.00
01/23/2020	PERMIT SERVICES	00462273	31961JAN2020	Plumbing Permit	General Fund	40.00
				Total for Payment No.:		210.88

Payment No: 639893

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	PG&E	00462528	0007889843-4	COO NONRULE 2 LES/230KV DEC19	Electric Utility	3,231.16
01/23/2020	PG&E	00462530	0007889842-6	COO 115KV NRS (TFA) DEC19	Electric Utility	6,600.59
				Total for Payment No.:		9,831.75

Payment No: 639894

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	POLICE EXECUTIVE RESEARCH FORUM	00461774	3584	KAZEM MEMBERSHIP RENEWAL	General Fund	200.00
				Total for Payment No.:		200.00

Payment No: 639895

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	PRAXAIR DISTRIBUTION INC	00462327	93835713	DEMURRAGE	Sewer Utility	98.76
01/23/2020	PRAXAIR DISTRIBUTION INC	00462327	93835713	DEMURRAGE	Water Utility Construction	461.58
01/23/2020	PRAXAIR DISTRIBUTION INC	00462327	93835713	DEMURRAGE	Electric Utility	98.76
01/23/2020	PRAXAIR DISTRIBUTION INC	00462327	93835713	DEMURRAGE	Electric Utility Construction	179.33
01/23/2020	PRAXAIR DISTRIBUTION INC	00462327	93835713	DEMURRAGE	Electric Utility	128.84
				Total for Payment No.:		967.27

Payment No: 639896

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	PRESIDIO HOLDINGS INC.	00462339	6013219011941	Catalyst 9300 24-port UPOE, Ne	General Fund	3,525.15
01/23/2020	PRESIDIO HOLDINGS INC.	00462339	6013219011941	C9300 Network Advantage, 24-po	General Fund	0.00
01/23/2020	PRESIDIO HOLDINGS INC.	00462339	6013219011941	UNIVERSAL; Part #S9300UK9-169	General Fund	0.00
01/23/2020	PRESIDIO HOLDINGS INC.	00462339	6013219011941	1100W AC 80+ platinum Config 1	General Fund	0.00
01/23/2020	PRESIDIO HOLDINGS INC.	00462339	6013219011941	1100W AC 80+ platinum Config 1	General Fund	1,039.22
01/23/2020	PRESIDIO HOLDINGS INC.	00462339	6013219011941	North America AC Type A Power	General Fund	0.00
01/23/2020	PRESIDIO HOLDINGS INC.	00462339	6013219011941	No SSD Card Selected; Part #C9	General Fund	0.00
01/23/2020	PRESIDIO HOLDINGS INC.	00462339	6013219011941	Console Cable 6ft with RJ45 an	General Fund	54.69
01/23/2020	PRESIDIO HOLDINGS INC.	00462339	6013219011941	50CM Type 1 Stacking Cable; Pa	General Fund	54.69
01/23/2020	PRESIDIO HOLDINGS INC.	00462339	6013219011941	Catalyst Stack Power Cable 30	General Fund	51.96
01/23/2020	PRESIDIO HOLDINGS INC.	00462339	6013219011941	C9300 24-Port DNA-Premier Lice	General Fund	0.00
01/23/2020	PRESIDIO HOLDINGS INC.	00462339	6013219011941	C9300 DNA Premier, 24-Port, 5	General Fund	2,237.67
01/23/2020	PRESIDIO HOLDINGS INC.	00462339	6013219011941	ISE BASE Term License; Part #I	General Fund	0.00
01/23/2020	PRESIDIO HOLDINGS INC.	00462339	6013219011941	ISE BASE Tracker Term 5Y; Part	General Fund	0.00
01/23/2020	PRESIDIO HOLDINGS INC.	00462339	6013219011941	ISE PLS Term License; Part #IS	General Fund	0.00
01/23/2020	PRESIDIO HOLDINGS INC.	00462339	6013219011941	ISE PLS Tracker Term 5Y; Part	General Fund	0.00
01/23/2020	PRESIDIO HOLDINGS INC.	00462339	6013219011941	StealthWatch 1 FPS Term Licens	General Fund	0.00
01/23/2020	PRESIDIO HOLDINGS INC.	00462339	6013219011941	StealthWatch Tracker Term 5Y;	General Fund	0.00
01/23/2020	PRESIDIO HOLDINGS INC.	00462339	6013219011941	Prime Infrastructure Lifecycle	General Fund	0.00
01/23/2020	PRESIDIO HOLDINGS INC.	00462339	6013219011941	PI Dev Lic for Lifecycle & Ass	General Fund	0.00
01/23/2020	PRESIDIO HOLDINGS INC.	00462339	6013219011941	Catalyst 9300 8 x 10GE Network	General Fund	1,394.74
01/23/2020	PRESIDIO HOLDINGS INC.	00462339	6013219011941	Network Plug-n-Play License fo	General Fund	0.00
01/23/2020	PRESIDIO HOLDINGS INC.	00462339	6013219011941	SOLN SUPP 8X5XNBD Catalyst 930	General Fund	763.05
				Total for Payment No.:		9,121.17

Payment No: 639897

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	PRO DOOR AND GLASS	00462173	37523	ST. 7 APP DOOR REPAIR NONTAX	General Fund	697.76
01/23/2020	PRO DOOR AND GLASS	00462173	37523	ST. 7 APP DOO REPAIR TAXABLE	General Fund	433.79
				Total for Payment No.:		1,131.55

Payment No: 639898

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	R & B CO	00462700	S1901348.003	RELOCATER, METER, 5/8 X 3/4, 9	Water Utility	2,408.90
01/23/2020	R & B CO	00462700	S1901348.003	REDUCER, MJ, 12IN X 8IN, CL, D	Water Utility	271.78
01/23/2020	R & B CO	00462721	S1901348.004	RELOCATER, METER, 5/8 X 3/4, 9	Water Utility	1,204.45
01/23/2020	R & B CO	00462723	S1900681.005	RETAINER GLAND KIT, 6IN, TYLER	Water Utility	709.21
01/23/2020	R & B CO	00462724	S1901416.003	CLAMP, FULL CIRCLE, 6 x 12-1/2	Water Utility	544.48
01/23/2020	R & B CO	00462724	S1901416.003	CLAMP, FULL CIRCLE, 12IN X 15I	Water Utility	1,411.36
01/23/2020	R & B CO	00462724	S1901416.003	COUPLING, COMPRESSION, 3/4IN I	Water Utility	537.06
				Total for Payment No.:		7,087.24

Payment No: 639899

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	REED & GRAHAM INC	00462330	964893	COLD MIX & BASE ROCK	Water Utility Construction	708.54
01/23/2020	REED & GRAHAM INC	00462330	964893	COLD MIX & BASE ROCK	Water Utility	283.42
01/23/2020	REED & GRAHAM INC	00462330	964893	COLD MIX & BASE ROCK	Electric Utility Construction	354.26
01/23/2020	REED & GRAHAM INC	00462330	964893	COLD MIX & BASE ROCK	Sewer Utility	70.86
01/23/2020	REED & GRAHAM INC	00462331	965957	COLD MIX & BASE ROCK	Water Utility Construction	323.32
01/23/2020	REED & GRAHAM INC	00462331	965957	COLD MIX & BASE ROCK	Water Utility	129.32
01/23/2020	REED & GRAHAM INC	00462331	965957	COLD MIX & BASE ROCK	Electric Utility Construction	161.66
01/23/2020	REED & GRAHAM INC	00462331	965957	COLD MIX & BASE ROCK	Sewer Utility	32.32

01/23/2020	REED & GRAHAM INC	00462332	966232	COLD MIX & BASE ROCK	Water Utility Construction	1,262.45
01/23/2020	REED & GRAHAM INC	00462332	966232	COLD MIX & BASE ROCK	Water Utility	504.99
01/23/2020	REED & GRAHAM INC	00462332	966232	COLD MIX & BASE ROCK	Electric Utility Construction	631.23
01/23/2020	REED & GRAHAM INC	00462332	966232	COLD MIX & BASE ROCK	Sewer Utility	126.25
				Total for Payment No.:		4,588.62

Payment No: 639900

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	RICHARD AVELAR & ASSOCIATES, INC.	00462741	2018.145.00-1012	CONSULTANT SHALL PROVIDE ARCHI	General Fund	5,220.00
				Total for Payment No.:		5,220.00

Payment No: 639901

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	RICHARD BRAMLEY	00462195	R219-EVC-037	EV CHGR REG; 69435-05	Elec OperatingGrant Trust Fund	499.99
				Total for Payment No.:		499.99

Payment No: 639902

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	SAFETY-KLEEN SYSTEMS INC	00461964	81688045	VAT PARTS WASHER	General Fund	779.66
				Total for Payment No.:		779.66

Payment No: 639903

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	SANTA CLARA CO SOCIAL SVC AGCY	00462701	2457JAN2020	FY2018-2019 SENIOR NUTRITION	Deposit Funds.	886.00
				Total for Payment No.:		886.00

Payment No: 639904

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	SCP DISTRIBUTORS LLC	00461966	36983639	HEAD CLASSIC PUMP	General Fund	375.33
01/23/2020	SCP DISTRIBUTORS LLC	00461991	36983264	WHITE GRILL	General Fund	359.33
				Total for Payment No.:		734.66

Payment No: 639905

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	SHREDLOGIX INC	00462742	0006882	SHREDDING SERVICES FOR COMMUN	General Fund	351.66
01/23/2020	SHREDLOGIX INC	00462742	0006882	SHREDDING SERVICES FOR COMMUN	General Fund	98.34
				Total for Payment No.:		450.00

Payment No: 639906

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	SOL JUMPERS	00462162	18360	Jul Jumpers Competitive	General Fund	1,747.20
				Total for Payment No.:		1,747.20

Payment No: 639907

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	SPX FLOW US, LLC	00462343	92878337	PN# 356094 - ACTUATOR STEM	Electric Utility	1,266.58
01/23/2020	SPX FLOW US, LLC	00462343	92878337	PN# 356093 - STEM BUSING, S7,	Electric Utility	767.36
01/23/2020	SPX FLOW US, LLC	00462343	92878337	PN# V031089329007000 - TRIM AS	Electric Utility	5,766.10
				Total for Payment No.:		7,800.04

Payment No: 639908

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	STEVEN DOLEZAL	00461773	892NOV2019	PSYCH CONSULT SERV NOV 2019	General Fund	2,100.00
				Total for Payment No.:		2,100.00

Payment No: 639909

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	STRYKER SALES CORPORATION	00462719	2880111M	LIFEPAK15 SERVICE- 3 YEAR	General Fund	4,590.00
				Total for Payment No.:		4,590.00

Payment No: 639910

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	SYNERGETIC CONSULTING INC	00462179	20-0632	Application Support Nov 2019	General Fund	2,937.50
				Total for Payment No.:		2,937.50

Payment No: 639911

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	TAYLOR CORPORATION, INC	00462202	4224456	CHECK STOCK 804CS04 PAYCHK REG	General Fund	1,020.00
01/23/2020	TAYLOR CORPORATION, INC	00462202	4224456	DELIVERY HANDLING	General Fund	231.08
				Total for Payment No.:		1,251.08

Payment No: 639912

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	THE HOME DEPOT PRO	00462697	525838678	PAINT, SPRAY, GLOSSY WHITE, OU	Water Utility	52.06
				Total for Payment No.:		52.06

Payment No: 639913

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	THIRD DEGREE COMMUNICATIONS	00460816	8082	REGIST FEE S TYLER OFFICER INV	General Fund	225.00
				Total for Payment No.:		225.00

Payment No: 639914

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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01/23/2020	UNIFIRST CORPORATION	00462187	385 0367222	GARMENT RENT/CLEAN SVCS AD1705	Electric Utility	94.59
01/23/2020	UNIFIRST CORPORATION	00462188	385 0367215	GARMENT RENTAL/CLEANING T&D	Electric Utility	1,153.42
01/23/2020	UNIFIRST CORPORATION	00462189	385 0367221	GARMENT RENT/CLEAN SVCS SUB	Electric Utility	668.05
01/23/2020	UNIFIRST CORPORATION	00462190	385 0368220	GARMENT RENTAL/CLEANING T&D	Electric Utility	1,177.07
01/23/2020	UNIFIRST CORPORATION	00462190	385 0368220	RESTOCKING FEE	Electric Utility	35.97
01/23/2020	UNIFIRST CORPORATION	00462191	385 0368226	GARMENT RENT/CLEAN SVCS AD1705	Electric Utility	96.01
				Total for Payment No.:		3,225.11

Payment No: 639915

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	UNIQUE TOWING	00462499	00139038	CASE#19-1210064	General Fund	1,500.00
				Total for Payment No.:		1,500.00

Payment No: 639916

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	UNITED PARCEL SERVICE	00462486	00009882E5010A	CITY CLERK	General Fund	31.00
				Total for Payment No.:		31.00

Payment No: 639917

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	UNITED PHOENIX FIREFIGHTERS ASSOCIATION	00462170	1242	SCFD PAGE ON FF SUPPORT WEBSIT	General Fund	1,500.00
				Total for Payment No.:		1,500.00

Payment No: 639918

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	UNITED SITE SERVICES INC	00461820	114-9519846	RESTROOM RENT@LAF 11/28-12/25	Electric Utility	10.91
01/23/2020	UNITED SITE SERVICES INC	00461820	114-9519846	WKLY SRV @LAF 11/28-12/25/19	Electric Utility	55.00
01/23/2020	UNITED SITE SERVICES INC	00461820	114-9519846	ENVIRONMENTAL FEE	Electric Utility	6.99

Total for Payment No.: 72.90

Payment No: 639919

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/23/2020	WEST COAST ARBORISTS INC	00461967	155678	Tree Maintenance	General Fund	3,200.00
				Total for Payment No.:		3,200.00
				Overall Total		513,487.49



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

Run Date 1/29/2020
Run Time 8:35:12 AM

Sorted by Payment Number

Payment No: 014886

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	3DEGREES GROUP INC	00462911	17873	SC GREEN POWER REC SUP DEC19	Electric Utility	33,982.55
01/30/2020	3DEGREES GROUP INC	00462911	17873	WEST/NAT WIND BULK REC DEC19	Electric Utility	1,273.00
				Total for Payment No.:		35,255.55

Payment No: 014887

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	ACT ENVIRO	00462788	259370	SOLID LAB DEBRIS	Electric Utility	290.00
01/30/2020	ACT ENVIRO	00462788	259370	MINERAL OIL	Electric Utility	1,450.00
01/30/2020	ACT ENVIRO	00462788	259370	ENERGY RECOVERY FEE	Electric Utility	196.48
01/30/2020	ACT ENVIRO	00462788	259370	MANIFEST FEE	Electric Utility	60.00
01/30/2020	ACT ENVIRO	00462788	259370	2 HRS LABOR DRIVER 11/18/19	Electric Utility	134.00
01/30/2020	ACT ENVIRO	00462788	259370	2 HRS TECHNICIAN 11/18/19	Electric Utility	110.00
01/30/2020	ACT ENVIRO	00462788	259370	PPE GEAR LEVEL D	Electric Utility	16.00
01/30/2020	ACT ENVIRO	00462788	259370	TRANSPORTATION 55 GALLON	Electric Utility	396.00
01/30/2020	ACT ENVIRO	00462789	259807	ANALYTICALS	Electric Utility	1,000.00
01/30/2020	ACT ENVIRO	00462789	259807	ENERGY RECOVERY FEE	Electric Utility	149.52
01/30/2020	ACT ENVIRO	00462789	259807	8 HRS LABOR CHEMIST 11/20/19	Electric Utility	536.00
01/30/2020	ACT ENVIRO	00462789	259807	SUPPLIES	Electric Utility	150.00
01/30/2020	ACT ENVIRO	00462789	259807	HAND PUMP - LARGE	Electric Utility	50.00
01/30/2020	ACT ENVIRO	00462789	259807	PPE GEAR LEVEL D	Electric Utility	8.00
01/30/2020	ACT ENVIRO	00462789	259807	GEAR TRUCK (BOB TAIL) 11/20/19	Electric Utility	125.00
01/30/2020	ACT ENVIRO	00462790	258841	ANALYTICALS	Electric Utility	2,000.00
01/30/2020	ACT ENVIRO	00462790	258841	ENERGY RECOVERY FEE	Electric Utility	229.52

01/30/2020	ACT ENVIRO	00462790	258841	8 HRS LABOR CHEMIST 11/13/19	Electric Utility	536.00
01/30/2020	ACT ENVIRO	00462790	258841	SUPPLIES	Electric Utility	150.00
01/30/2020	ACT ENVIRO	00462790	258841	HAND PUMP - LARGE	Electric Utility	50.00
01/30/2020	ACT ENVIRO	00462790	258841	PPE GEAR LEVEL D	Electric Utility	8.00
01/30/2020	ACT ENVIRO	00462790	258841	GEAR TRUCK (BOB TAIL) 11/13/19	Electric Utility	125.00
01/30/2020	ACT ENVIRO	00462791	262236	OILY DEBRIS	Electric Utility	150.00
01/30/2020	ACT ENVIRO	00462791	262236	OILY WATER	Electric Utility	780.00
01/30/2020	ACT ENVIRO	00462791	262236	MINERAL OIL	Electric Utility	725.00
01/30/2020	ACT ENVIRO	00462791	262236	55 GALLON RECON POLLY DRUM	Electric Utility	170.04
01/30/2020	ACT ENVIRO	00462791	262236	55 GALLON RECON POLLY DRUM	Electric Utility	59.95
01/30/2020	ACT ENVIRO	00462791	262236	55 GALLON RECON POLLY DRUM	Electric Utility	179.85
01/30/2020	ACT ENVIRO	00462791	262236	ENERGY RECOVERY FEE	Electric Utility	361.80
01/30/2020	ACT ENVIRO	00462791	262236	MANIFEST FEE	Electric Utility	90.00
01/30/2020	ACT ENVIRO	00462791	262236	3.5 LABOR DRIVER	Electric Utility	234.50
01/30/2020	ACT ENVIRO	00462791	262236	PPE GEAR LEVEL D	Electric Utility	8.00
01/30/2020	ACT ENVIRO	00462791	262236	TRANSPORTATION 55 GALLON	Electric Utility	429.00
01/30/2020	ACT ENVIRO	00462791	262236	GEAR TRUCK (BOB TAIL) 12/4/19	Electric Utility	125.00
01/30/2020	ACT ENVIRO	00462791	262236	TRANSFRMR WASTE OIL W/230PPM	Electric Utility	1,110.00
01/30/2020	ACT ENVIRO	00462791	262236	PCB OIL ABSORBENT	Electric Utility	330.00
01/30/2020	ACT ENVIRO	00462791	262236	PCB OIL ABSORBENT	Electric Utility	165.00
01/30/2020	ACT ENVIRO	00462792	262432	ENERGY RECOVERY FEE	Electric Utility	69.52
01/30/2020	ACT ENVIRO	00462792	262432	8 HRS LABOR CHEMIST 12/11/19	Electric Utility	536.00
01/30/2020	ACT ENVIRO	00462792	262432	SUPPLIES	Electric Utility	150.00
01/30/2020	ACT ENVIRO	00462792	262432	HAND PUMP - LARGE	Electric Utility	50.00
01/30/2020	ACT ENVIRO	00462792	262432	PPE GEAR LEVEL D	Electric Utility	8.00
01/30/2020	ACT ENVIRO	00462792	262432	GEAR TRUCK (BOB TAIL) 12/11/19	Electric Utility	125.00
01/30/2020	ACT ENVIRO	00462814	262589	ENERGY RECOVERY FEE	Electric Utility	406.80
01/30/2020	ACT ENVIRO	00462814	262589	MANIFEST FEE	Electric Utility	30.00
01/30/2020	ACT ENVIRO	00462814	262589	TRAVEL EXPENSES	Electric Utility	32.00
01/30/2020	ACT ENVIRO	00462814	262589	10 HRS LBR DRIVER @OT 12/12/19	Electric Utility	2,100.00

01/30/2020	ACT ENVIRO	00462814	262589	PPE GEAR LEVEL D	Electric Utility	8.00
01/30/2020	ACT ENVIRO	00462814	262589	USED OIL	Electric Utility	375.00
01/30/2020	ACT ENVIRO	00462814	262589	WASH OUT FEE	Electric Utility	845.00
01/30/2020	ACT ENVIRO	00462816	263379	ENERGY RECOVERY FEE	Electric Utility	164.80
01/30/2020	ACT ENVIRO	00462816	263379	MANIFEST FEE	Electric Utility	30.00
01/30/2020	ACT ENVIRO	00462816	263379	1 HR LABOR DRIVER @OT 12/16/19	Electric Utility	143.00
01/30/2020	ACT ENVIRO	00462816	263379	8 HRS LABOR DRIVER 12/16/19	Electric Utility	760.00
01/30/2020	ACT ENVIRO	00462816	263379	PPE GEAR LEVEL D	Electric Utility	8.00
01/30/2020	ACT ENVIRO	00462816	263379	NON-PCB TRANSFORMER OIL	Electric Utility	469.00
01/30/2020	ACT ENVIRO	00462816	263379	WASHOUT FEE FOR TANKER	Electric Utility	650.00
01/30/2020	ACT ENVIRO	00462818	263365	ANALYTICALS	Electric Utility	750.00
01/30/2020	ACT ENVIRO	00462818	263365	ENERGY RECOVERY FEE	Electric Utility	129.52
01/30/2020	ACT ENVIRO	00462818	263365	8 LABOR CHEMIST 12/18/19	Electric Utility	536.00
01/30/2020	ACT ENVIRO	00462818	263365	SUPPLIES	Electric Utility	150.00
01/30/2020	ACT ENVIRO	00462818	263365	HAND PUMP - LARGE	Electric Utility	50.00
01/30/2020	ACT ENVIRO	00462818	263365	PPE GEAR LEVEL D	Electric Utility	8.00
01/30/2020	ACT ENVIRO	00462818	263365	GEAR TRUCK (BOB TAIL) 12/18/19	Electric Utility	125.00
01/30/2020	ACT ENVIRO	00462821	263926	SOLID LAB DEBRIS	Electric Utility	1,450.00
01/30/2020	ACT ENVIRO	00462821	263926	MINERAL OIL	Electric Utility	1,450.00
01/30/2020	ACT ENVIRO	00462821	263926	MINERAL OIL	Electric Utility	1,575.00
01/30/2020	ACT ENVIRO	00462821	263926	ENERGY RECOVERY FEE	Electric Utility	528.96
01/30/2020	ACT ENVIRO	00462821	263926	MANIFEST FEE	Electric Utility	60.00
01/30/2020	ACT ENVIRO	00462821	263926	6 LABOR DRIVER @ OT 12/11/19	Electric Utility	603.00
01/30/2020	ACT ENVIRO	00462821	263926	6 HOURS TECH @ OT 12/11/19	Electric Utility	498.00
01/30/2020	ACT ENVIRO	00462821	263926	PPE GEAR LEVEL D	Electric Utility	16.00
01/30/2020	ACT ENVIRO	00462821	263926	TRANSPORTATION 55 GALLON	Electric Utility	660.00
01/30/2020	ACT ENVIRO	00462821	263926	TRANSPORTATION TOTE	Electric Utility	300.00
01/30/2020	ACT ENVIRO	00462824	264549	ENERGY RECOVERY FEE	Electric Utility	69.52
01/30/2020	ACT ENVIRO	00462824	264549	8 HRS LABOR CHEMIST 12/31/19	Electric Utility	536.00
01/30/2020	ACT ENVIRO	00462824	264549	SUPPLIES	Electric Utility	150.00

01/30/2020	ACT ENVIRO	00462824	264549	HAND PUMP - LARGE	Electric Utility	50.00
01/30/2020	ACT ENVIRO	00462824	264549	PPE GEAR LEVEL D	Electric Utility	8.00
01/30/2020	ACT ENVIRO	00462824	264549	GEAR (BOBTAIL) TRUCK 12/31/19	Electric Utility	125.00
01/30/2020	ACT ENVIRO	00462827	264835	ENERGY RECOVERY FEE	Electric Utility	69.52
01/30/2020	ACT ENVIRO	00462827	264835	8 HRS LABOR CHEMIST 12/24/19	Electric Utility	536.00
01/30/2020	ACT ENVIRO	00462827	264835	SUPPLIES	Electric Utility	150.00
01/30/2020	ACT ENVIRO	00462827	264835	HAND PUMP - LARGE	Electric Utility	50.00
01/30/2020	ACT ENVIRO	00462827	264835	PPE GEAR LEVEL D	Electric Utility	8.00
01/30/2020	ACT ENVIRO	00462827	264835	GEAR TRUCK (BOB TAIL) 12/24/19	Electric Utility	125.00
				Total for Payment No.:		30,414.30

Payment No: 014888

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	AIR FILTER SUPPLY INC	00462601	I398326	FILTERS	General Fund	632.93
01/30/2020	AIR FILTER SUPPLY INC	00462602	I398317	FILTERS	General Fund	183.73
				Total for Payment No.:		816.66

Payment No: 014889

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	AMAZON.COM	00462599	90JAN2020	1241 AD BK	General Fund	930.72
01/30/2020	AMAZON.COM	00462599	90JAN2020	1231 Juv BK	General Fund	208.50
01/30/2020	AMAZON.COM	00462599	90JAN2020	1241 AD ABK	General Fund	65.96
01/30/2020	AMAZON.COM	00462599	90JAN2020	1235 AD ABK	General Fund	31.39
01/30/2020	AMAZON.COM	00462599	90JAN2020	1231 Juv DVD	General Fund	17.30
01/30/2020	AMAZON.COM	00462599	90JAN2020	1233 AD/Juv BK	General Fund	30.50
01/30/2020	AMAZON.COM	00462599	90JAN2020	SUPPLIES	General Fund	25.53
				Total for Payment No.:		1,309.90

Payment No: 014890

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	ANIXTER INC.	00462571	4429635-01	CONNECTOR ELBOWS	Electric Utility	1,801.98
01/30/2020	ANIXTER INC.	00462603	22K340287	DOOR HARDWARE	General Fund	1,874.09
01/30/2020	ANIXTER INC.	00462794	4429664-04	WIRE, OH, #4 AL, TRIPLEX, CODE	Electric Utility	5,150.25
01/30/2020	ANIXTER INC.	00462862	4466632-01	CLAMP, GROUND, CONDUIT, 2IN, F	Electric Utility	566.80
01/30/2020	ANIXTER INC.	00462863	4476227-00	WIRE, BARE, CU, #6, SOLID, SOF	Electric Utility	1,524.47
01/30/2020	ANIXTER INC.	00462867	4476233-00	GRIP, GUY, 3/8IN WIRE. AB CHAN	Electric Utility	301.93
01/30/2020	ANIXTER INC.	00462867	4476233-00	WEDGE CLAMP, #1/O AL TRIPLEX A	Electric Utility	505.49
01/30/2020	ANIXTER INC.	00463147	4465067-00	WIRE, AL, 600V, #4 STR. DUPLEX	Electric Utility	2,092.80
01/30/2020	ANIXTER INC.	00463249	4429606-02	CONNECTOR, 2 BOLT, BRONZE, CU/	Electric Utility	1,076.35
01/30/2020	ANIXTER INC.	00463250	4476287-00	CONNECTOR, UG, 15KV, SLEEVE JU	Electric Utility	207.10
01/30/2020	ANIXTER INC.	00463251	4476227-01	WIRE, BARE, CU, #6, SOLID, SOF	Electric Utility	381.12
01/30/2020	ANIXTER INC.	00463252	4476233-01	GRIP, CABLE, 1.00IN - 1.25IN C	Electric Utility	729.86
				Total for Payment No.:		16,212.24

Payment No: 014891

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	APPLIED POWER TECHNOLOGIES INC	00462780	12340-21	MO. EPMS MAINT SRV DEC19	Electric Utility	2,300.33
				Total for Payment No.:		2,300.33

Payment No: 014892

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	ASPEN ENVIRONMENTAL GROUP	00462349	3360.001-18	ENVIRONMENTAL SERVICES OCT19	Electric Utility Construction	664.16
				Total for Payment No.:		664.16

Payment No: 014893

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	BAKER & TAYLOR BOOKS	00462318	CI224889	1241 AD BK	General Fund	1,266.47

Total for Payment No.:	1,266.47
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Payment No: 014894

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	BASE ENERGY INC	00462966	2001465	EE WTR SYS 17-1 JAN20 1 SOLAR	Elec OperatingGrant Trust Fund	43,801.79
Total for Payment No.:						43,801.79

Payment No: 014895

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	BATES GROUP LLC	00463022	27233	CALCULATION AND REVIEW OF FAIR	General Fund	1,587.50
01/30/2020	BATES GROUP LLC	00463022	27233	AMOUNT INCREASE (PER AMENDMENT	General Fund	12,790.87
Total for Payment No.:						14,378.37

Payment No: 014896

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	BELL ELECTRICAL SUPPLY	00462646	5614741	RACO BOX WELDED	General Fund	210.69
01/30/2020	BELL ELECTRICAL SUPPLY	00462800	5615098	Raco 189 4SQ Box Welded	General Fund	38.25
Total for Payment No.:						248.94

Payment No: 014897

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	BEST BEST & KRIEGER LLP	00462905	864266	CHANGE ORDER #1 ADD FUNDS PER	Electric Utility	34.00
01/30/2020	BEST BEST & KRIEGER LLP	00462907	865246	LEGAL SERVICES	Special Liability Insurance	430.00
Total for Payment No.:						464.00

Payment No: 014898

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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01/30/2020	BROWNING FERRIS INDUSTRIES	00462920	M191100	LANDFILL- NOV 2019	Water Utility	15,337.04
01/30/2020	BROWNING FERRIS INDUSTRIES	00462920	M191100	LANDFILL- NOV 2019	Solid Waste Program	33,456.61
01/30/2020	BROWNING FERRIS INDUSTRIES	00462920	M191100	LANDFILL- NOV 2019	Solid Waste Program	209,192.84
				Total for Payment No.:		257,986.49

Payment No: 014899

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	BRUCE BARTON PUMP SERVICE INC	00462621	0102693-IN	IMPELLER FOR PUREX	General Fund	1,396.38
				Total for Payment No.:		1,396.38

Payment No: 014900

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	BUCKLES-SMITH	00462913	3181555-00	TL223 SUREGRIP ELEC TEST L	Electric Utility	88.00
01/30/2020	BUCKLES-SMITH	00462913	3181555-00	TPAK MAGNETIC HANGER	Electric Utility	48.66
01/30/2020	BUCKLES-SMITH	00462983	3181536-00	FUSE	General Fund	12.82
01/30/2020	BUCKLES-SMITH	00463154	3180240-00	PN# ALB1783BMS10CGA - 1783-BMS	Electric Utility	4,277.16
01/30/2020	BUCKLES-SMITH	00463154	3180240-00	PN# ALB1783SFP1GSX - 1783-SFP1	Electric Utility	890.75
				Total for Payment No.:		5,317.39

Payment No: 014901

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	BURKE, WILLIAMS & SORENSEN LLP	00463053	248378	CHANGE ORDER #1 - ADDITIONAL E	Deposit Funds.	82,480.16
01/30/2020	BURKE, WILLIAMS & SORENSEN LLP	00463054	247271	LEGAL SERVICES	Deposit Funds.	19,752.00
01/30/2020	BURKE, WILLIAMS & SORENSEN LLP	00463054	247271	CHANGE ORDER #1 - ADDITIONAL E	Deposit Funds.	98,075.00
01/30/2020	BURKE, WILLIAMS & SORENSEN LLP	00463055	248046	LEGAL SERVICES	Special Liability Insurance	900.00
01/30/2020	BURKE, WILLIAMS & SORENSEN LLP	00463056	249028	CHANGE ORDER #1 ADD FUNDS PER	Special Liability Insurance	1,332.50
				Total for Payment No.:		202,539.66

Payment No: 014902

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	BURLINGTON SAFETY LAB INC	00463010	39608	RETEST LINEHOSE ASTM F-478	Electric Utility	168.00
01/30/2020	BURLINGTON SAFETY LAB INC	00463010	39608	RUBBER GLOVE CL00-CL3	Electric Utility	370.00
01/30/2020	BURLINGTON SAFETY LAB INC	00463010	39608	SHRINK TUBE FOR SHROUD TERM	Electric Utility	6.66
01/30/2020	BURLINGTON SAFETY LAB INC	00463010	39608	2/0 GROUND FERRULE UNSHROUD	Electric Utility	18.42
01/30/2020	BURLINGTON SAFETY LAB INC	00463010	39608	FLAT JAW CLAMP BRONZE	Electric Utility	103.59
01/30/2020	BURLINGTON SAFETY LAB INC	00463010	39608	ALL PURPOSE GROUND CLAMP	Electric Utility	90.80
01/30/2020	BURLINGTON SAFETY LAB INC	00463010	39608	2/0 GROUNDLING CABLE CLEAR	Electric Utility	87.51
				Total for Payment No.:		844.98

Payment No: 014903

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	CA DEPT OF JUSTICE	00462894	425413	DECEMBER FINGER PRINTING	General Fund	722.00
01/30/2020	CA DEPT OF JUSTICE	00462906	427161	LIVESCAN CITY EE - R, AN 12/19	General Fund	768.00
01/30/2020	CA DEPT OF JUSTICE	00462906	427161	LIVESCAN 16 VOL - P&R 12/19	General Fund	512.00
				Total for Payment No.:		2,002.00

Payment No: 014904

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	CHAPARRAL AT CALAVERAS INC	00463045	17833	CONTRACTOR PAYMENT FOR CLASSE	General Fund	1,008.00
				Total for Payment No.:		1,008.00

Payment No: 014905

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	CHURCHWELL WHITE	00463266	37332	CHANGE ORDER #2 ADDITIONAL FUN	Special Liability Insurance	752.00
01/30/2020	CHURCHWELL WHITE	00463267	36972	CHANGE ORDER #2 ADDITIONAL FUN	Special Liability Insurance	22,642.30
01/30/2020	CHURCHWELL WHITE	00463268	36333	CHANGE ORDER #1 - ADDITIONAL F	Special Liability	39,196.64

01/30/2020	CHURCHWELL WHITE	00463268	36333	CHANGE ORDER #2 ADDITIONAL FUN	Insurance Special Liability Insurance	9,905.49
				Total for Payment No.:		72,496.43

Payment No: 014906

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	CINTAS CORP #630	00458766	630764928	UNIFORMS CEMETERY	Cemetery	35.00
01/30/2020	CINTAS CORP #630	00458767	630757641	UNIFORMS CEMETERY	Cemetery	35.00
01/30/2020	CINTAS CORP #630	00459061	630750679	UNIFORMS CEMETERY	Cemetery	35.00
01/30/2020	CINTAS CORP #630	00462406	630819724	STREET UNIFORMS	General Fund	340.45
01/30/2020	CINTAS CORP #630	00462406	630819724	FLEET UNIFORMS	Fleet Operation Fund	136.46
01/30/2020	CINTAS CORP #630	00462406	630819724	SAFEWASHER SVC	General Fund	15.24
01/30/2020	CINTAS CORP #630	00462406	630819724	SAFEWASHER SVC	Fleet Operation Fund	15.25
01/30/2020	CINTAS CORP #630	00462604	630765888	UNIFORMS	General Fund	93.44
01/30/2020	CINTAS CORP #630	00462605	630823722	UNIFORMS	General Fund	59.52
01/30/2020	CINTAS CORP #630	00462652	630798527	NEUTRAL CLNR	General Fund	36.47
01/30/2020	CINTAS CORP #630	00462658	630810039	NEUTRAL CLNR	General Fund	36.47
01/30/2020	CINTAS CORP #630	00462659	630810035	UNIFORM ADVANTAGE	General Fund	67.54
01/30/2020	CINTAS CORP #630	00462660	630813779	NEUTRAL CLNR	General Fund	36.48
01/30/2020	CINTAS CORP #630	00462661	630813780	NEUTRAL CLNR	General Fund	36.47
01/30/2020	CINTAS CORP #630	00462662	630813772	CLEANING CHEM	General Fund	122.09
01/30/2020	CINTAS CORP #630	00462665	630816550	NEUTRAL CLNR	General Fund	36.47
01/30/2020	CINTAS CORP #630	00462666	630816549	UNIFORM ADVANTAG	General Fund	67.54
01/30/2020	CINTAS CORP #630	00462925	630825658	STREET UNIFORMS	General Fund	358.61
01/30/2020	CINTAS CORP #630	00462925	630825658	FLEET UNIFORMS	Fleet Operation Fund	136.46
01/30/2020	CINTAS CORP #630	00462925	630825658	SAFEWASHER SVC	General Fund	15.24
01/30/2020	CINTAS CORP #630	00462925	630825658	SAFEWASHER SVC	Fleet Operation Fund	15.25
01/30/2020	CINTAS CORP #630	00462973	630812058	WATER UNIFORM SERVICE	Water Utility	287.31
01/30/2020	CINTAS CORP #630	00462973	630812058	WATER UNIFORM SERVICE	Sewer Utility	287.31

01/30/2020	CINTAS CORP #630	00463070	630820372	Uniform	General Fund	35.00
01/30/2020	CINTAS CORP #630	00463071	630820375	SANIS SCENT CLIP	General Fund	4.44
01/30/2020	CINTAS CORP #630	00463071	630820375	Uniforms	General Fund	419.36
01/30/2020	CINTAS CORP #630	00463072	630820376	Uniforms	General Fund	36.47
01/30/2020	CINTAS CORP #630	00463073	630820389	Uniforms	General Fund	36.48
01/30/2020	CINTAS CORP #630	00463074	630820391	Uniforms	General Fund	36.47
01/30/2020	CINTAS CORP #630	00463172	630775929	BLACK SHIRTS-L AND XL	General Fund	86.74
01/30/2020	CINTAS CORP #630	00463214	630729118	L527 BLK XL-CB	General Fund	42.79
01/30/2020	CINTAS CORP #630	00463215	630754335	K497 WHITE S-NT	General Fund	44.75
				Total for Payment No.:		3,047.57

Payment No: 014907

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	COOPER COMPLIANCE CORP	00462967	2033	2020 NERC AUDIT PREP DEC19	Electric Utility	2,040.00
				Total for Payment No.:		2,040.00

Payment No: 014908

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	COUNTY OF SANTA CLARA	00462326	1800070791	LIVE SCAN SERVICES - NOVEMBER	General Fund	380.00
01/30/2020	COUNTY OF SANTA CLARA	00462326	1800070791	LIVE SCAN - THREE P&R VOLUNT.	General Fund	60.00
				Total for Payment No.:		440.00

Payment No: 014909

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	DAVID PADILLA	00463265	2078JAN2020	ESSC MEETING	Electric Utility	219.05
				Total for Payment No.:		219.05

Payment No: 014910

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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01/30/2020	EBIX INC	00463269	0792982-IN	INSURANCE COMPLIANCE SERVICES	Special Liability Insurance	4,426.88
Total for Payment No.:						4,426.88
Payment No: 014911						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	EBSCO INFORMATION SERVICES	00462319	2001379	1241 AD PR	General Fund	24.00
01/30/2020	EBSCO INFORMATION SERVICES	00462319	2001379	TAXABLE	General Fund	84.56
01/30/2020	EBSCO INFORMATION SERVICES	00462320	2001380	1241 AD PR	General Fund	284.20
01/30/2020	EBSCO INFORMATION SERVICES	00462321	2001381	1235 AD PR	General Fund	284.20
Total for Payment No.:						676.96
Payment No: 014912						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	EFFICIENCY SERVICES GROUP, LLC	00462909	2596	CALL19-1 EXTER LITE DEC19	Elec OperatingGrant Trust Fund	2,400.00
01/30/2020	EFFICIENCY SERVICES GROUP, LLC	00462909	2596	CALL19-1 EXTER LITE DEC19	Elec OperatingGrant Trust Fund	24,558.00
Total for Payment No.:						26,958.00
Payment No: 014913						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	ELECTRICAL CONSULTANTS INC	00462350	84421	TRANSMISSION ENG. SRVCS SEP19	Electric Utility Construction	67,937.00
01/30/2020	ELECTRICAL CONSULTANTS INC	00462351	84771	TRANSMISSION ENG. SRVCS OCT19	Electric Utility Construction	73,697.15
Total for Payment No.:						141,634.15
Payment No: 014914						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	EMPLOYMENT SCREENING RESOURCES	00462836	202489	ONE REG, ONE NERC BACKGROUND	General Fund	96.00

Total for Payment No.: 96.00

Payment No: 014915

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	EMTRAIN INC	00463254	2879	HARASSMENT PREVENTION TRAINING	General Fund	18,700.00
Total for Payment No.:						18,700.00

Payment No: 014916

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	ENERGY & RESOURCE SOLUTIONS	00462372	10618	BUSINESS PB PROG 19-1 DEC19	Elec OperatingGrant Trust Fund	43,452.41
01/30/2020	ENERGY & RESOURCE SOLUTIONS	00462372	10618	BUSINESS PB PROG 19-1 DEC19	Elec OperatingGrant Trust Fund	4,345.24
01/30/2020	ENERGY & RESOURCE SOLUTIONS	00462372	10618	BUSINESS PB PROG 19-1 DEC19	Elec OperatingGrant Trust Fund	10,428.58
01/30/2020	ENERGY & RESOURCE SOLUTIONS	00462372	10618	BUSINESS PB PROG 19-1 DEC19	Elec OperatingGrant Trust Fund	20,857.16
01/30/2020	ENERGY & RESOURCE SOLUTIONS	00462372	10618	BUSINESS PB PROG 19-1 DEC19	Elec OperatingGrant Trust Fund	3,476.19
01/30/2020	ENERGY & RESOURCE SOLUTIONS	00462372	10618	BUSINESS PB PROG 19-1 DEC19	Elec OperatingGrant Trust Fund	4,345.24
Total for Payment No.:						86,904.82

Payment No: 014917

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	ESSENSE PARTNERS	00462373	2016	MARKETING/PR RETAINER DEC19	Electric Utility	5,045.00
Total for Payment No.:						5,045.00

Payment No: 014918

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	FARWEST LINE SPECIALTIES LLC	00462972	297243	BUCKINGHAM MAGNETIC GAFF GUARD	Electric Utility	42.50
01/30/2020	FARWEST LINE SPECIALTIES LLC	00462972	297243	KLEIN LINESMANS INSUL WRENCH	Electric Utility	91.48

01/30/2020	FARWEST LINE SPECIALTIES LLC	00462972	297243	BURNDY W-DIE TREE	Electric Utility	36.79
01/30/2020	FARWEST LINE SPECIALTIES LLC	00462972	297243	BURNDY W-BG DIE	Electric Utility	52.44
01/30/2020	FARWEST LINE SPECIALTIES LLC	00462972	297243	BURNDY W-161 DIE	Electric Utility	52.44
01/30/2020	FARWEST LINE SPECIALTIES LLC	00462972	297243	BURNDY W-162 DIE	Electric Utility	52.44
01/30/2020	FARWEST LINE SPECIALTIES LLC	00462972	297243	BURNDY W-163 DIE	Electric Utility	52.44
01/30/2020	FARWEST LINE SPECIALTIES LLC	00462972	297243	BURNDY W-166 DIE	Electric Utility	52.44
01/30/2020	FARWEST LINE SPECIALTIES LLC	00462972	297243	BURNDY W-249 DIE	Electric Utility	52.44
01/30/2020	FARWEST LINE SPECIALTIES LLC	00462972	297243	BURNDY W-840 DIE	Electric Utility	52.44
01/30/2020	FARWEST LINE SPECIALTIES LLC	00463006	297557	BAHSLIN REPLACEMENT GAFFS 14P	Electric Utility	247.47
01/30/2020	FARWEST LINE SPECIALTIES LLC	00463145	297621	GAFF FOR BASHLIN HOOK. BASHLI	Electric Utility	280.15
01/30/2020	FARWEST LINE SPECIALTIES LLC	00463145	297621	SHIPPING	Electric Utility	11.91
				Total for Payment No.:		1,077.38

Payment No: 014919

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	FIRST SECURITY SERVICES	00463051	IN-0028579	SECURITY GUARD SERVICES	General Fund	6,810.73
				Total for Payment No.:		6,810.73

Payment No: 014920

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	GALE/CENGAGE LEARNING	00462478	69171889	1241 AD BK	General Fund	54.75
				Total for Payment No.:		54.75

Payment No: 014921

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	GARDENLAND POWER EQUIPMENT	00462413	738598	LANDSCAPING SUPPLIES	General Fund	214.88
01/30/2020	GARDENLAND POWER EQUIPMENT	00462415	739646	LANDSCAPING SUPPLIES	General Fund	554.56
01/30/2020	GARDENLAND POWER EQUIPMENT	00462926	739238	LANDSCAPING SUPPLIES	General Fund	796.71
01/30/2020	GARDENLAND POWER EQUIPMENT	00463080	711635	LABOR- STREET EQUIPMENT	General Fund	141.52

01/30/2020	GARDENLAND POWER EQUIPMENT	00463080	711635	PARTS- STREET EQUIPMENT	General Fund	11.42
01/30/2020	GARDENLAND POWER EQUIPMENT	00463081	718483	LABOR- STREET EQUIPMENT	General Fund	322.28
01/30/2020	GARDENLAND POWER EQUIPMENT	00463081	718483	PARTS- STREET EQUIPMENT	General Fund	94.24
01/30/2020	GARDENLAND POWER EQUIPMENT	00463082	718484	TARP- STREET DEPT	General Fund	26.00
				Total for Payment No.:		2,161.61

Payment No: 014922

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	GRAINGER	00462584	9408937481	2020 ROUND BASE MAGNET 25 LB	Water Utility	10.99
				Total for Payment No.:		10.99

Payment No: 014923

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	GRAINGER-SAN JOSE	00462573	9403211999	TORQUE WRENCH & MICROMETER	Water Utility	575.11
01/30/2020	GRAINGER-SAN JOSE	00462574	9390548775	SOCKETS AND RATHCET	Water Utility	346.68
01/30/2020	GRAINGER-SAN JOSE	00462608	9388363724	STOCK	General Fund	59.25
01/30/2020	GRAINGER-SAN JOSE	00462617	9397568644	TRANSPORT DRUM	General Fund	181.59
01/30/2020	GRAINGER-SAN JOSE	00462618	9397820698	MVP METERING HANDLE KIT	General Fund	499.04
01/30/2020	GRAINGER-SAN JOSE	00462847	9405894818	CHAMMOIS AND BROOM HANDLE	General Fund	204.92
01/30/2020	GRAINGER-SAN JOSE	00462870	9402981451	HAND SOAP, PURELL ANTIBACTERIA	Electric Utility	270.49
01/30/2020	GRAINGER-SAN JOSE	00463026	9393877791	HOLE SAWS	Water Utility	152.98
01/30/2020	GRAINGER-SAN JOSE	00463027	9406152786	ASSORTED TOOLS AND EQUIPMENT	Sewer Utility	181.80
01/30/2020	GRAINGER-SAN JOSE	00463029	9413437501	BATTERY	Sewer Utility	196.20
01/30/2020	GRAINGER-SAN JOSE	00463030	9414729757	COLD PROTECTION GLOVES297	Electric Utility	323.73
01/30/2020	GRAINGER-SAN JOSE	00463162	9406152794	CLEANER \& DEGREASER. THIS IS	Electric Utility	211.88
01/30/2020	GRAINGER-SAN JOSE	00463163	9405585606	LAMP, TELEPHONE, 24V, 0.032A T	Electric Utility	129.71
01/30/2020	GRAINGER-SAN JOSE	00463164	9405761124	SOLVENT, CABLE CLEANER, AEROSO	Electric Utility	1,246.00
01/30/2020	GRAINGER-SAN JOSE	00463164	9405761124	PENETRATING OIL, SUPER, 18 OZ.	Electric Utility	76.78
01/30/2020	GRAINGER-SAN JOSE	00463165	9408937499	BOOTS, PVC KNEE STYLE, WITH ST	Electric Utility	83.78

01/30/2020	GRAINGER-SAN JOSE	00463165	9408937499	SCREWDRIVER, 8IN BLADE, ROUND	Electric Utility	89.79
01/30/2020	GRAINGER-SAN JOSE	00463165	9408937499	BARRICADE TAPE,"CAUTION HIGH V	Electric Utility	248.99
01/30/2020	GRAINGER-SAN JOSE	00463165	9408937499	PROPANE TANK, 14.1 OZ. DISPOSA	Electric Utility	10.17
01/30/2020	GRAINGER-SAN JOSE	00463166	9410740691	CONDUIT, 1/2IN, EMT (ELECT MET	Water Utility	77.61
				Total for Payment No.:		5,166.50

Payment No: 014924

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	GREEN HALO SYSTEMS	00462416	2391	HOSTING & MAINT. JAN	Solid Waste Program	459.72
				Total for Payment No.:		459.72

Payment No: 014925

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	HILL BROTHERS CHEMICAL CO	00462452	07063362	DVR AMMONIA DELIVERY 1/6/20	Electric Utility	4,011.23
01/30/2020	HILL BROTHERS CHEMICAL CO	00462452	07063362	FUEL SURCHARGE	Electric Utility	21.80
				Total for Payment No.:		4,033.03

Payment No: 014926

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	IMAGE X, INC	00462834	221464	2,000 BUSINESS CARDS FOR HR	General Fund	283.40
				Total for Payment No.:		283.40

Payment No: 014927

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	IMPERIAL SPRINKLER SUPPLY INC	00462417	4013424-00	LANDSCAPING SUPPLIES	General Fund	168.25
01/30/2020	IMPERIAL SPRINKLER SUPPLY INC	00462626	4010651-00	CAP PVC	General Fund	32.44
01/30/2020	IMPERIAL SPRINKLER SUPPLY INC	00462627	4010248-00	MALE ADA	General Fund	46.74
01/30/2020	IMPERIAL SPRINKLER SUPPLY INC	00462929	4021765-00	LANDSCAPING SUPPLIES	General Fund	555.97
				Total for Payment No.:		803.40

Payment No: 014928

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	INFOSEND INC	00462680	164921	TAX & LICENSE MAILING SERVICES	General Fund	1,129.17
01/30/2020	INFOSEND INC	00462680	164921	TAXABLE	General Fund	226.48
01/30/2020	INFOSEND INC	00463065	164920	BILL PRINT & MAIL	General Fund	15,593.41
01/30/2020	INFOSEND INC	00463065	164920	CMO - MISSION CITY SCENES-NOV	General Fund	0.02
01/30/2020	INFOSEND INC	00463065	164920	CMO - MISSION CITY SCENES-DEC	General Fund	1,537.07
01/30/2020	INFOSEND INC	00463065	164920	ELECTRIC - DECEMBER INSERT	Electric Utility	1,843.03
01/30/2020	INFOSEND INC	00463065	164920	STREET - WASTE CALENDAR INSERT	Solid Waste Program	1,886.97
01/30/2020	INFOSEND INC	00463065	164920	TAXABLE	General Fund	6,499.30
				Total for Payment No.:		28,715.45

Payment No: 014929

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	INGRAM LIBRARY SERVICES INC	00462322	43496915	1241 AD BK	General Fund	2,141.02
01/30/2020	INGRAM LIBRARY SERVICES INC	00462322	43496915	1231 Juv BK	General Fund	1,320.64
01/30/2020	INGRAM LIBRARY SERVICES INC	00462322	43496915	1232 YA BK	General Fund	80.31
01/30/2020	INGRAM LIBRARY SERVICES INC	00462322	43496915	1233 AD/Juv BK	General Fund	348.35
01/30/2020	INGRAM LIBRARY SERVICES INC	00462322	43496915	1236 Juv BK	General Fund	201.74
01/30/2020	INGRAM LIBRARY SERVICES INC	00462323	43496933	1235 AD/Juv BK	General Fund	454.03
				Total for Payment No.:		4,546.09

Payment No: 014930

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	JMB CONSTRUCTION, INC.	00463042	902.110.20.20.10	AGREEMENT FOR SANITARY SEWER C	Sewer Utility Construction	87,127.63
				Total for Payment No.:		87,127.63

Payment No: 014931

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	JOHANNA JEAN MARCHEL	00462374	187/25407	JANITORIAL SUPPLIES 881 MARTIN	Electric Utility	416.86
01/30/2020	JOHANNA JEAN MARCHEL	00462374	187/25407	JANITORIAL SUPPLIES 881 MARTIN	Elec OperatingGrant Trust Fund	26.61
01/30/2020	JOHANNA JEAN MARCHEL	00462375	186/279645018	JANITORIAL SUPPLIES 881 MARTIN	Electric Utility	276.94
01/30/2020	JOHANNA JEAN MARCHEL	00462375	186/279645018	JANITORIAL SUPPLIES 881 MARTIN	Elec OperatingGrant Trust Fund	17.68
01/30/2020	JOHANNA JEAN MARCHEL	00462781	188	JANITORIAL 881 MARTIN FEB20	Electric Utility	2,049.20
01/30/2020	JOHANNA JEAN MARCHEL	00462781	188	JANITORIAL 881 MARTIN FEB20	Elec OperatingGrant Trust Fund	130.80
01/30/2020	JOHANNA JEAN MARCHEL	00462963	189/279808897	JANITORIAL SUPPLIES 881 MARTIN	Electric Utility	278.19
01/30/2020	JOHANNA JEAN MARCHEL	00462963	189/279808897	JANITORIAL SUPPLIES 881 MARTIN	Elec OperatingGrant Trust Fund	17.76
				Total for Payment No.:		3,214.04

Payment No: 014932

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	JOHN'S SALT SERVICE INC	00463003	30820	FUEL SURCHARGE	Electric Utility	184.74
01/30/2020	JOHN'S SALT SERVICE INC	00463003	30820	BULK SALT ONE TON-COGEN JAN20	Electric Utility	4,741.98
				Total for Payment No.:		4,926.72

Payment No: 014933

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	JP GRAPHICS INC	00462419	86087	GREEN BUS NEWSLETTER	Solid Waste Program	2,479.00
01/30/2020	JP GRAPHICS INC	00463032	85383	ELECTRIC DEPT TAGS	Electric Utility	245.25
				Total for Payment No.:		2,724.25

Payment No: 014934

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	KRISAMA JUESEEKUL	00462347	330953	BKFT NEW HIRE ORIENTATION	General Fund	18.75
01/30/2020	KRISAMA JUESEEKUL	00462348	330955	BKFT PANEL CUST SERVICE REP	General Fund	27.25

01/30/2020	KRISAMA JUESEEKUL	00462843	330956	BKFT. PANEL - REC COORDINATOR	General Fund	19.00
Total for Payment No.:						65.00

Payment No: 014935

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	LARRY MAR	00463264	7160DEC2019	ASSISTANT TRAINING OFFICER	General Fund	395.00
Total for Payment No.:						395.00

Payment No: 014936

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	MARIN CLEAN ENERGY	00463159	SVP-1219	CISO CHG SC SVC G2-1 JAN2020	Electric Utility	22,403.63
01/30/2020	MARIN CLEAN ENERGY	00463159	SVP-1219	CISO CHG SC SVC G2-1 JAN2020	Electric Utility	-167.55
Total for Payment No.:						22,236.08

Payment No: 014937

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	MIDWEST TAPE LLC	00462586	98441950	1236 Juv DVD'S	General Fund	55.55
01/30/2020	MIDWEST TAPE LLC	00462586	98441950	1241 AD DVD'S	General Fund	109.71
01/30/2020	MIDWEST TAPE LLC	00462586	98441950	1231 Juv DVD'S	General Fund	363.42
01/30/2020	MIDWEST TAPE LLC	00462586	98441950	1233 Juv DVD'S	General Fund	47.37
01/30/2020	MIDWEST TAPE LLC	00462586	98441950	1232 YA DVD'S	General Fund	43.28
01/30/2020	MIDWEST TAPE LLC	00462586	98441950	1235 Juv DVD'S	General Fund	111.09
01/30/2020	MIDWEST TAPE LLC	00462587	98428008	1236 AD DVD	General Fund	19.60
01/30/2020	MIDWEST TAPE LLC	00462587	98428008	1241 AD DVD'S	General Fund	166.29
01/30/2020	MIDWEST TAPE LLC	00462587	98428008	1231 Juv DVD'S	General Fund	57.95
01/30/2020	MIDWEST TAPE LLC	00462587	98428008	1233 AD DVD'S	General Fund	39.20
01/30/2020	MIDWEST TAPE LLC	00462587	98428008	1235 AD DVD'S	General Fund	39.20
01/30/2020	MIDWEST TAPE LLC	00462587	98428008	1235 Juv DVD'S	General Fund	8.97
01/30/2020	MIDWEST TAPE LLC	00462591	98450277	1236 AD DVD	General Fund	28.59

01/30/2020	MIDWEST TAPE LLC	00462591	98450277	1241 AD MCD'S	General Fund	60.72
01/30/2020	MIDWEST TAPE LLC	00462591	98450277	1241 AD DVD'S	General Fund	240.15
01/30/2020	MIDWEST TAPE LLC	00462591	98450277	1231 Juv DVD'S	General Fund	141.25
01/30/2020	MIDWEST TAPE LLC	00462591	98450277	1233 AD DVD'S	General Fund	80.87
01/30/2020	MIDWEST TAPE LLC	00462591	98450277	1233 Juv DVD	General Fund	15.51
01/30/2020	MIDWEST TAPE LLC	00462591	98450277	1235 AD MCD'S	General Fund	35.35
01/30/2020	MIDWEST TAPE LLC	00462591	98450277	1235 AD DVD'S	General Fund	109.46
01/30/2020	MIDWEST TAPE LLC	00462592	98451782	1241 AD ABKS	General Fund	125.31
				Total for Payment No.:		1,898.84

Payment No: 014938

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	MILTON SECURITY GROUP LLC	00462975	Q31287	CYBER SECURITY/SSG SUPPORT	Electric Utility	9,048.00
01/30/2020	MILTON SECURITY GROUP LLC	00462976	Q31288	AMI/MDMS PROJECT SUPPORT	Electric Utility Construction	7,200.00
01/30/2020	MILTON SECURITY GROUP LLC	00462977	Q31286	COULTER,ETHAN 1/11/20-1/24/20	Electric Utility	9,280.00
				Total for Payment No.:		25,528.00

Payment No: 014939

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	MISSION TRAIL WASTE SYSTEMS	00462930	0000437032	SC CORP YARD- Dec 2019	Solid Waste Program	19,614.60
01/30/2020	MISSION TRAIL WASTE SYSTEMS	00462932	0000437040	SVP- GARBGE & RECYCLING	Electric Utility	1,002.60
				Total for Payment No.:		20,617.20

Payment No: 014940

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	MSR PUBLIC POWER AGENCY	00463158	011120	BIG HORN 2 POWER DEC19	Electric Utility	344,899.17
				Total for Payment No.:		344,899.17

Payment No: 014941

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	ORACLE AMERICA INC	00463024	44773464	PEOPLESFT TECHNICAL SUPPORT;	General Fund	4,927.96
				Total for Payment No.:		4,927.96

Payment No: 014942

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	OVERDRIVE INC	00462324	00910DA20006384	1241 AD EBK	General Fund	96.95
01/30/2020	OVERDRIVE INC	00462325	00910CO20006357	1241 AD EBK	General Fund	99.39
01/30/2020	OVERDRIVE INC	00462600	00910DA20008510	1241 AD EBK	General Fund	131.00
				Total for Payment No.:		327.34

Payment No: 014943

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	PELICAN SIGN SERVICE INC	00462940	59494	Staff name plate	General Fund	80.12
				Total for Payment No.:		80.12

Payment No: 014944

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	PENINSULA BUILDING MATERIALS	00462422	21026	STORM SUPPLIES	General Fund	192.39
				Total for Payment No.:		192.39

Payment No: 014945

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	PG&E	00462440	3345487577-5 DEC2019	ELEC SVC STONY GORGE HYD DEC19	Electric Utility	471.55
01/30/2020	PG&E	00462440	3345487577-5 DEC2019	ELEC SVC BLACK BUTTE HYD DEC19	Electric Utility	839.20
01/30/2020	PG&E	00462440	3345487577-5 DEC2019	ELEC SVC HIGH LINE CANAL DEC19	Electric Utility	99.94
				Total for Payment No.:		1,410.69

Payment No: 014946

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	PG&E	00462443	1501762727-2 JAN2020	ELEC SVC HIGH LINE CANAL DEC19	Electric Utility	88.18
				Total for Payment No.:		88.18

Payment No: 014947

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	PG&E	00462444	9644211793-1 JAN2020	ELEC SVC GRIZZLY PWRHSE DEC19	Electric Utility	660.27
				Total for Payment No.:		660.27

Payment No: 014948

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	PG&E	00462446	5918427025-0 DEC2019A	ELEC SVC BLACK BUTTE HYD DEC19	Electric Utility	1,025.37
				Total for Payment No.:		1,025.37

Payment No: 014949

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	PG&E	00462448	1543429391-4 DEC2019A	ELEC SVC STONY GORGE DEC19	Electric Utility	482.53
				Total for Payment No.:		482.53

Payment No: 014950

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	PG&E	00462541	2937321050-8 JAN2020	COGEN GAS HEATERS DEC19	Electric Utility	228.91
				Total for Payment No.:		228.91

Payment No: 014951

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	PG&E	00462465	0541963339-0 DEC2019	TS @ CALVERT/CALVERT	General Fund	38.79

Total for Payment No.: 38.79

Payment No: 014952

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	PLAN REVIEW CONSULTANTS INC	00463276	PRC2020-2	AMENDMENT NO 2. APPROVED 5/14/	General Fund	6,400.00
01/30/2020	PLAN REVIEW CONSULTANTS INC	00463277	PRC2020-01	AMENDMENT NO 2. APPROVED 5/14/	General Fund	34,857.41
Total for Payment No.:						41,257.41

Payment No: 014953

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	PRAXAIR DISTRIBUTION INC	00462752	94204721	NITROGEN K	Electric Utility	209.76
01/30/2020	PRAXAIR DISTRIBUTION INC	00462752	94204721	HAZARDOUS MATERIAL CHARGE	Electric Utility	15.24
Total for Payment No.:						225.00

Payment No: 014954

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	PREEMINENT SOLUTIONS INC	00462985	4106	ASSESS IT ENVIRONMENT-MS 6	Electric Utility	15,000.00
Total for Payment No.:						15,000.00

Payment No: 014955

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	R & R INDUSTRIES INC	00463079	573405	HI-VIS VESTS	General Fund	72.53
Total for Payment No.:						72.53

Payment No: 014956

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	ROBERT BLANCHETTE	00462344	29807JAN2020	ASC REIMBURSEMENT- JAN 2020	Fleet Operation Fund	165.00
Total for Payment No.:						165.00

Payment No: 014957

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	ROBERT M MAHOWALD	00463149	22448T0	SAYL WORK CHAIR, SUSPENSION MI	Electric Utility	2,829.47
01/30/2020	ROBERT M MAHOWALD	00463149	22448T0	SAYL WORK CHAIR, SUSPENSION MI	Electric Utility	4,715.77
01/30/2020	ROBERT M MAHOWALD	00463149	22448T0	AERON WORK CHAIR SIZE B FULLY	Electric Utility	1,018.54
				Total for Payment No.:		8,563.78

Payment No: 014958

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	RUSSELL SIGLER INC	00462611	INV-SAJ20000538	FS 4 HEATER	General Fund	14.32
				Total for Payment No.:		14.32

Payment No: 014959

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	RUTH SHIKADA	00462795	23997JAN2020A	REIMB-2019 IASP WORLD CONFEREN	General Fund	522.29
				Total for Payment No.:		522.29

Payment No: 014960

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	SAFEWAY SIGN CO	00462425	16120	TRAFFIC SUPPLIES	General Fund	5,278.82
01/30/2020	SAFEWAY SIGN CO	00462426	16121	STADIUM SUPPLIES	General Fund	3,435.68
				Total for Payment No.:		8,714.50

Payment No: 014961

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	SCOTT'S PPE RECON INC	00462844	35711	TURNOUT REPAIRS 12/19 TAXABLE	Fire Department	16.35
01/30/2020	SCOTT'S PPE RECON INC	00462844	35711	TURNOUT REPAIRS 12/19 NONTAX	Fire Department	220.00
				Total for Payment No.:		236.35

Payment No: 014962

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	SEDGWICK CLAIMS MGMT SVCS INC	00463213	B1128742	WORKERS COMP-12.1.19-12.31.19	Workers Compensation	23,497.00
				Total for Payment No.:		23,497.00

Payment No: 014963

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	SHUMS CODA ASSOC	00462895	5120	AMENDMENT NO. 3 ADD FUNDS PER	General Fund	13,490.00
				Total for Payment No.:		13,490.00

Payment No: 014964

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	SMITHGROUP INC	00462811	0144130	DESIGN SVCS CIVIC CENTER PLAN	Electric Utility Construction	58,791.09
				Total for Payment No.:		58,791.09

Payment No: 014965

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	SUMMIT UNIFORMS	00462883	63956	BIANCHI DUTY BELT MCARLETON	General Fund	104.88
01/30/2020	SUMMIT UNIFORMS	00462885	63925	K MOORE DISPATCHER UNIFORM	General Fund	387.84
01/30/2020	SUMMIT UNIFORMS	00462886	63629	RAIN GEAR KHAIRY	General Fund	131.10
01/30/2020	SUMMIT UNIFORMS	00462890	64322	CROSSING GUARD UNIFORM QUICK	General Fund	202.11
01/30/2020	SUMMIT UNIFORMS	00462979	63177	D. KHAIRY SECOND CHANCE SMO2-3	General Fund	849.97
01/30/2020	SUMMIT UNIFORMS	00462980	63389	D MARINES SECOND CHANCE SM02-3	General Fund	849.97
01/30/2020	SUMMIT UNIFORMS	00462992	64318	ALFORD SECOND CHANCE SM02-3A	General Fund	850.00
01/30/2020	SUMMIT UNIFORMS	00462995	61781	BOWERS SECOND CHANCE SM02F-3A	General Fund	849.97
01/30/2020	SUMMIT UNIFORMS	00463001	62027	CALUPAD PDU TOP/PANTS/PATCHES	General Fund	139.84
01/30/2020	SUMMIT UNIFORMS	00463004	62192	HENDRICKSON SECOND CHANCE SM02	General Fund	850.00
				Total for Payment No.:		5,215.68

Payment No: 014966

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	THERMAL MECHANICAL INC	00462475	77961	TRBLESshoot AC6 OPS SEP19-LABOR	Electric Utility	2,769.00
01/30/2020	THERMAL MECHANICAL INC	00462475	77961	TRBLESshoot AC6 OPS SEP19-PARTS	Electric Utility	877.29
01/30/2020	THERMAL MECHANICAL INC	00462475	77961	TRBLESshoot AC6 OPS SEP19-OTHER	Electric Utility	75.00
01/30/2020	THERMAL MECHANICAL INC	00462476	78186	GIA PM COMPLETED NOV19	Electric Utility	425.00
01/30/2020	THERMAL MECHANICAL INC	00462477	78008	COG PM COMPLETED NOV19	Electric Utility	370.00
				Total for Payment No.:		4,516.29

Payment No: 014967

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	US BANK NATIONAL ASSOCIATION	00462965	EO&M000270220	CVP O&M FUNDING #4 FY2021	Electric Utility	281,451.00
				Total for Payment No.:		281,451.00

Payment No: 014968

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	VALBRIDGE PROPERTY ADVISORS	00462354	19649	PROP APPRAISALS BY VP/MAI	Electric Utility	1,066.00
01/30/2020	VALBRIDGE PROPERTY ADVISORS	00462355	19672	PROP APPRAISAL 2500 DELACRUZ	Electric Utility	2,500.00
01/30/2020	VALBRIDGE PROPERTY ADVISORS	00462356	19758	PROP APPRAISAL BY VP/MAI	Electric Utility	216.00
01/30/2020	VALBRIDGE PROPERTY ADVISORS	00462357	19782	PROP APPRAISAL 1015 MARTIN AVE	Electric Utility	2,500.00
01/30/2020	VALBRIDGE PROPERTY ADVISORS	00462358	19783	PROP APPRAISAL 999 MARTIN AVE	Electric Utility	2,500.00
01/30/2020	VALBRIDGE PROPERTY ADVISORS	00462359	19784	PROP APPRAISAL 953 MARTIN AVE	Electric Utility	2,500.00
01/30/2020	VALBRIDGE PROPERTY ADVISORS	00462360	19785	PROP APPRAISAL 2265 LAFAYETTE	Electric Utility	2,500.00
01/30/2020	VALBRIDGE PROPERTY ADVISORS	00462361	19786	PROP APPRAISAL 800 MATHEW ST	Electric Utility	2,500.00
01/30/2020	VALBRIDGE PROPERTY ADVISORS	00462362	19787	PROP APPRAISAL 525 MATHEW ST	Electric Utility	2,500.00
01/30/2020	VALBRIDGE PROPERTY ADVISORS	00462363	19800	PROP APPRAISAL 881 MARTIN	Electric Utility	3,000.00
				Total for Payment No.:		21,782.00

Payment No: 014969

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	VANTAGE DATA CENTERS	00462612	1365rev1	CARRIER ACCESS FEB20 2897 NORT	Electric Utility	400.00
				Total for Payment No.:		400.00

Payment No: 014970

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	WESTERN RENEWABLE ENERGY	00462989	WR17174	CERTS CREATED	Electric Utility	220.57
01/30/2020	WESTERN RENEWABLE ENERGY	00462989	WR17174	CERTS TRANSFERRED	Electric Utility	5.95
01/30/2020	WESTERN RENEWABLE ENERGY	00462989	WR17174	ANNUAL ACCOUNT FEE THRU DEC20	Electric Utility	125.00
01/30/2020	WESTERN RENEWABLE ENERGY	00462990	WR17397	DELIVERABILITY-NERC TAG	Electric Utility	212.00
				Total for Payment No.:		563.52

Payment No: 014971

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	WH ENERGY SOLUTIONS, LLC	00462986	SVP202001	PLEXOS SIMULATION BUDGET DATA	Electric Utility	500.00
				Total for Payment No.:		500.00

Overall Total	2,043,107.76
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City of Santa Clara
List of All Bills and Claims Approved for Payment

Run Date 1/28/2020
Run Time 11:17:40 AM

Sorted by Payment Number

Payment No: 639920

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	ARIELLE ROMERO	00463207	30402JAN2020	REIMB-APPA CUSTOMER CONNECTION	Electric Utility	644.14
				Total for Payment No.:		644.14

Payment No: 639921

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	CALIFORNIA BANK OF COMMERCE	00463044	24570JAN2020	ESCROW AGREEMENT/RETENTION FOR	Sewer Utility Construction	4,585.67
				Total for Payment No.:		4,585.67

Payment No: 639922

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	CITY OF LIVERMORE	00463211	17356JAN2020	BACA LUNCHEON ON 1.31.20	General Fund	264.00
				Total for Payment No.:		264.00

Payment No: 639923

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	COLIN STEWART	00462796	17768NOV2019	REIMB-INVESTIGATOR CONFERENCE	General Fund	145.00
				Total for Payment No.:		145.00

Payment No: 639924

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	DMITRIY GOLOVEY	00463275	29972DEC2019	INSTRUCTOR1,RESCUE2,CON SPACE	General Fund	1,644.00

Total for Payment No.:	1,644.00
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Payment No: 639925

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	ERIC BATTIATO	00463171	29977JAN2020	REIMB-STATION SUPPLIES	General Fund	155.11
Total for Payment No.:						155.11

Payment No: 639926

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	FRANCIS LE	00462346	32984JAN2020	ASE REIMBURSEMENT FY19-20	Fleet Operation Fund	373.00
Total for Payment No.:						373.00

Payment No: 639927

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	GWENDOLYN GOODMAN	00463180	14346JAN2020	REIMB-APPA CUSTOMER CONNECT	Electric Utility	257.58
Total for Payment No.:						257.58

Payment No: 639928

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	JENNIFER PANKO	00463272	12364DEC2019	CHIEF OFFICER LEADERSHIP	General Fund	400.00
Total for Payment No.:						400.00

Payment No: 639929

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	JOSE OROZCO	00463263	29976NOV2019	CONFINED SPACE TECH TRAINING	General Fund	650.00
Total for Payment No.:						650.00

Payment No: 639930

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	JOSHUA AZOFEIFA	00463256	26914JAN2020	COMPANY OFFICER 2D TRAINING	General Fund	395.00
				Total for Payment No.:		395.00

Payment No: 639931

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	KASTNER, STEVEN	00463259	28860DEC2019	INSTRUCTOR 2 TRAINING	General Fund	304.98
01/30/2020	KASTNER, STEVEN	00463274	28860JAN2020	COMPANY OFFICER 2D TRAINING	General Fund	395.00
				Total for Payment No.:		699.98

Payment No: 639932

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	KENDRA DAVIS	00463028	30788JAN2020	REIMB-BREAKOUT BOOKMOBILE	General Fund	204.22
				Total for Payment No.:		204.22

Payment No: 639933

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	KSENIA BAWDEN	00463258	29986NOV2019A	CONFINED SPACE TECH TRAINING	General Fund	650.00
				Total for Payment No.:		650.00

Payment No: 639934

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	LEON ALCANTAR	00462962	14497JAN2020	SAFETY BOOTS/CLOTH FY 19/20	Electric Utility	267.63
				Total for Payment No.:		267.63

Payment No: 639935

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	NICHOLAS RESTANI	00463257	13326NOV2019	CONFINED SPACE TRAINING	General Fund	650.00

Total for Payment No.: 650.00

Payment No: 639936

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	PAT HOWARD	00463262	17675DEC2019	ASSISTANT TRAINING OFFICER	General Fund	395.00
Total for Payment No.:						395.00

Payment No: 639937

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	POSTMASTER US POST OFFICE	00463278	2946JAN2020	PERMIT 92-DEPOSIT-SC SPRING	General Fund	10,000.00
Total for Payment No.:						10,000.00

Payment No: 639938

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	ROBERT MAYER	00463219	15997JAN2020	REFUND TECH SURCHARGE FEE	General Fund	15.13
Total for Payment No.:						15.13

Payment No: 639939

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	SANTA CLARA CO CLERK-RECORDER	00462461	2432JAN2020	2020 QTRLY RECORDMAPS	General Fund	228.00
Total for Payment No.:						228.00

Payment No: 639940

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	TIMOTHY OEY	00462429	101	SUSTAINABILITY SPEAKER	Solid Waste Program	200.00
Total for Payment No.:						200.00

Payment No: 639941

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	VANTAGE DATA CENTERS	00462549	R19-DCR-0116-2	DATACTR REB2 78662-1 V6 DM1-1	Elec OperatingGrant Trust Fund	56,407.98
01/30/2020	VANTAGE DATA CENTERS	00462551	R18-DCR-0012-3	DATACTR REB3 69113-2 2820 NWST	Elec OperatingGrant Trust Fund	37,838.09
01/30/2020	VANTAGE DATA CENTERS	00462554	R19-DCR-0115-2	DATACTR REB2 78662-1 NWST	Elec OperatingGrant Trust Fund	20,554.85
				Total for Payment No.:		114,800.92

Payment No: 639942

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	WESTYN HERSCOVITCH	00463273	32436JAN2020	S-290 IN SERVICE TRAINING	General Fund	121.50
				Total for Payment No.:		121.50

Payment No: 639943

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	WONG, BASIL	00462469	32345JAN2020A	NCPALEG/REGCOM ROSEVILLE 12/4	Electric Utility	135.34
01/30/2020	WONG, BASIL	00462469	32345JAN2020A	NCPA COMM ROSEVILLE 12/10/19	Electric Utility	138.04
01/30/2020	WONG, BASIL	00462917	32345JAN2020B	REIMB-NCPA COMMISSION MEETING	Electric Utility	246.70
01/30/2020	WONG, BASIL	00462918	32345JAN2020C	REIMB-MSR TECH MEETING	Electric Utility	2,173.05
01/30/2020	WONG, BASIL	00462919	32345JAN2020D	REIMB-CAISO TRAINING WRKSHP	Electric Utility	1,823.64
01/30/2020	WONG, BASIL	00463212	32345JAN2020E	REIMB-MSR PPA/EA TECH MTG	Electric Utility	518.43
				Total for Payment No.:		5,035.20

Payment No: 639944

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	ZHANG, CHAO	00463167	33529JAN2020	ARCHITECTURAL/TECH REFUND	General Fund	797.00
01/30/2020	ZHANG, CHAO	00463167	33529JAN2020	ARCHITECTURAL/TECH REFUND	General Fund	26.86
				Total for Payment No.:		823.86

Payment No: 639945

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	ABHIJIT HEREKAR	00463091	21907-23 Utility Refund	UTILITY REFUND	General Fund	25.42
				Total for Payment No.:		25.42

Payment No: 639946

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	ABORN PROPERTIES	00463109	51048-06 Utility Refund	UTILITY REFUND	General Fund	26.97
				Total for Payment No.:		26.97

Payment No: 639947

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	AKLILU KEBED	00463100	31938-01 Utility Refund	UTILITY REFUND	General Fund	46.79
				Total for Payment No.:		46.79

Payment No: 639948

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	ANA GOMES	00463116	57746-20 Utility Refund	UTILITY REFUND	General Fund	11.37
				Total for Payment No.:		11.37

Payment No: 639949

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	ANKUR RANIA	00463101	33511-20 Utility Refund	UTILITY REFUND	General Fund	8.84
				Total for Payment No.:		8.84

Payment No: 639950

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	C. HAMMOND CONSTRUCTION	00463096	24496-09 Utility Refund	UTILITY REFUND	General Fund	1,191.16

Total for Payment No.:	1,191.16
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Payment No: 639951

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	CHI MEI WANG	00463112	53621-08 Utility Refund	UTILITY REFUND	General Fund	266.12
Total for Payment No.:						266.12

Payment No: 639952

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	CORNERSTONE PROPERTY MGMT	00463121	66490-09 Utility Refund	UTILITY REFUND	General Fund	87.92
Total for Payment No.:						87.92

Payment No: 639953

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	CORPORATE LIVING	00463124	72369-15 Utility Refund	UTILITY REFUND	General Fund	17.63
Total for Payment No.:						17.63

Payment No: 639954

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	DAISUKE FUJII	00463125	72441-04 Utility Refund	UTILITY REFUND	General Fund	114.10
Total for Payment No.:						114.10

Payment No: 639955

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	DALIBOR SEGAN	00463087	13359-10 Utility Refund	UTILITY REFUND	General Fund	150.11
Total for Payment No.:						150.11

Payment No: 639956

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	DONALD R VON RAESFELD JR	00463103	35027-01 Utility Refund	UTILITY REFUND	General Fund	59.95
				Total for Payment No.:		59.95

Payment No: 639957

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	FILBERT HALIM FANTOSA	00463130	77141-03 Utility Refund	UTILITY REFUND	General Fund	127.13
				Total for Payment No.:		127.13

Payment No: 639958

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	FRANK ESSMEIER	00463123	72141-09 Utility Refund	UTILITY REFUND	General Fund	13.04
				Total for Payment No.:		13.04

Payment No: 639959

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	GABRIEL CARHART	00463129	76634-03 Utility Refund	UTILITY REFUND	General Fund	222.11
				Total for Payment No.:		222.11

Payment No: 639960

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	GOLDEN GATE PETROLEUM	00463120	63125-07 Utility Refund	UTILITY REFUND	General Fund	1,859.21
				Total for Payment No.:		1,859.21

Payment No: 639961

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	HIDEYUKI NINOMIYA	00463126	75445-05 Utility Refund	UTILITY REFUND	General Fund	102.05
				Total for Payment No.:		102.05

Payment No: 639962

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	HOANG GIA NGUYEN	00463111	51530-18 Utility Refund	UTILITY REFUND	General Fund	142.92
				Total for Payment No.:		142.92

Payment No: 639963

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	HUY TRAN	00463110	51228-13 Utility Refund	UTILITY REFUND	General Fund	96.60
				Total for Payment No.:		96.60

Payment No: 639964

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	JUSTIN BAKER	00463118	57860-07 Utility Refund	UTILITY REFUND	General Fund	124.03
				Total for Payment No.:		124.03

Payment No: 639965

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	KELLI NELSON	00463092	21951-19 Utility Refund	UTILITY REFUND	General Fund	24.11
				Total for Payment No.:		24.11

Payment No: 639966

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	KRIT PHOSAMRITLERT	00463090	20627-14 Utility Refund	UTILITY REFUND	General Fund	135.96
				Total for Payment No.:		135.96

Payment No: 639967

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	KUMAR CHITTIPEDDI	00463088	20174-21 Utility Refund	UTILITY REFUND	General Fund	58.60

Total for Payment No.: 58.60

Payment No: 639968

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	MALARVIZHI SANKARANARAYANASAMY	00463097	26978-20 Utility Refund	UTILITY REFUND	General Fund	23.66
Total for Payment No.:						23.66

Payment No: 639969

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	MANU KALYANI	00463099	30173-13 Utility Refund	UTILITY REFUND	General Fund	57.21
Total for Payment No.:						57.21

Payment No: 639970

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	MASANORI TAKADA	00463128	76509-04 Utility Refund	UTILITY REFUND	General Fund	116.86
Total for Payment No.:						116.86

Payment No: 639971

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	MATTHEW REYNOLDS	00463115	56872-12 Utility Refund	UTILITY REFUND	General Fund	133.69
Total for Payment No.:						133.69

Payment No: 639972

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	MOHAMED SWELAM	00463098	28480-21 Utility Refund	UTILITY REFUND	General Fund	105.92
Total for Payment No.:						105.92

Payment No: 639973

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	NGOC NGO	00463106	38876-02 Utility Refund	UTILITY REFUND	General Fund	6.49
				Total for Payment No.:		6.49

Payment No: 639974

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	OGUZHAN TOPGUL	00463114	56840-21 Utility Refund	UTILITY REFUND	General Fund	127.79
				Total for Payment No.:		127.79

Payment No: 639975

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	RYAN MEASE	00463119	63014-05 Utility Refund	UTILITY REFUND	General Fund	3,017.10
				Total for Payment No.:		3,017.10

Payment No: 639976

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	RYAN WAGNER	00463127	75674-06 Utility Refund	UTILITY REFUND	General Fund	46.19
				Total for Payment No.:		46.19

Payment No: 639977

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	SAKTHI KUMAR PANDIAN	00463113	53946-26 Utility Refund	UTILITY REFUND	General Fund	67.99
				Total for Payment No.:		67.99

Payment No: 639978

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	SHIH YUAN KUANG	00463104	37855-17 Utility Refund	UTILITY REFUND	General Fund	38.89
				Total for Payment No.:		38.89

Payment No: 639979

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	SIHAN CHENG	00463102	33621-27 Utility Refund	UTILITY REFUND	General Fund	129.24
				Total for Payment No.:		129.24

Payment No: 639980

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	SOUTH BAY CONSTRUCTION	00463094	24452-12 Utility Refund	UTILITY REFUND	General Fund	181.22
01/30/2020	SOUTH BAY CONSTRUCTION	00463095	24491-11 Utility Refund	UTILITY REFUND	General Fund	994.68
				Total for Payment No.:		1,175.90

Payment No: 639981

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	STEPHANIE STANTON	00463108	47159-19 Utility Refund	UTILITY REFUND	General Fund	14.39
				Total for Payment No.:		14.39

Payment No: 639982

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	SWARAN SINGH	00463105	38159-09 Utility Refund	UTILITY REFUND	General Fund	41.79
				Total for Payment No.:		41.79

Payment No: 639983

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	TERI SMITH	00463093	21952-17 Utility Refund	UTILITY REFUND	General Fund	9.89
				Total for Payment No.:		9.89

Payment No: 639984

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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01/30/2020	THOMAS MILLER	00463117	57803-18 Utility Refund	UTILITY REFUND	General Fund	66.83
Total for Payment No.:						66.83
Payment No: 639985						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	TIM MAHER	00463086	11631-02 Utility Refund	UTILITY REFUND	General Fund	44.62
Total for Payment No.:						44.62
Payment No: 639986						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	TOLL BROTHERS INC	00463132	80445-01 Utility Refund	UTILITY REFUND	General Fund	113.77
Total for Payment No.:						113.77
Payment No: 639987						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	WAN YIN BRENDA LO	00463122	70875-13 Utility Refund	UTILITY REFUND	General Fund	133.06
Total for Payment No.:						133.06
Payment No: 639988						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	YOANA GYUROVA	00463131	78719-02 Utility Refund	UTILITY REFUND	General Fund	13.92
Total for Payment No.:						13.92
Payment No: 639989						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	YOUNGEUN KIM	00463089	20299-13 Utility Refund	UTILITY REFUND	General Fund	24.69
Total for Payment No.:						24.69

Payment No: 639990

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	ZHENZI WU	00463107	43437-16 Utility Refund	UTILITY REFUND	General Fund	257.93
				Total for Payment No.:		257.93

Payment No: 639991

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	PHYSICAL REHABILITATION NETWORK	00463216	001238	ERGONOMIC EVALUATION	General Fund	300.00
01/30/2020	PHYSICAL REHABILITATION NETWORK	00463216	001238	ERGONOMIC EVALUATION	General Fund	300.00
01/30/2020	PHYSICAL REHABILITATION NETWORK	00463216	001238	ERGONOMIC EVALUATION	General Fund	300.00
01/30/2020	PHYSICAL REHABILITATION NETWORK	00463216	001238	ERGONOMIC EVALUATION	General Fund	300.00
01/30/2020	PHYSICAL REHABILITATION NETWORK	00463217	001271	ERGONOMIC EVALUATION	General Fund	300.00
01/30/2020	PHYSICAL REHABILITATION NETWORK	00463217	001271	ERGONOMIC EVALUATION	General Fund	300.00
01/30/2020	PHYSICAL REHABILITATION NETWORK	00463217	001271	ERGONOMIC EVALUATION	General Fund	300.00
				Total for Payment No.:		2,100.00

Payment No: 639992

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	SWRCB	00462481	WD-0171085	ANNUAL PERMIT FEE	Storm Drain	1,638.00
				Total for Payment No.:		1,638.00

Payment No: 639993

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	TRUEPOINT SOLUTIONS, LLC	00462441	19-682R	Accela Milestone 5C Police	General Fund	25,269.00
				Total for Payment No.:		25,269.00

Payment No: 639994

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	A-LIST COMMUNICATIONS	00462877	01212020	TRANSLATION SERVICES	General Fund	401.70

Total for Payment No.: 401.70

Payment No: 639995

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	ACCEL AIR SYSTEMS, INC.	00462978	5949	HIGH AIR VELOCITY SSG 1/14/20	Electric Utility	230.00
Total for Payment No.:						230.00

Payment No: 639996

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	AIRGAS NO CALIF & NV	00462543	9967725280	HAZMAT FEE	Electric Utility	10.25
01/30/2020	AIRGAS NO CALIF & NV	00462543	9967725280	RENTAL CYLINDERS FOR DVR DEC19	Electric Utility	852.60
Total for Payment No.:						862.85

Payment No: 639997

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	ALL INDUSTRIAL ELECTRIC SUPPLY	00463047	5219217	PN# 9T10A1002 - GE 9T10A1002 3	Electric Utility	2,082.59
01/30/2020	ALL INDUSTRIAL ELECTRIC SUPPLY	00463047	5219217	PN# 9T18Y1072G06 - GE 9T18Y107	Electric Utility	100.84
01/30/2020	ALL INDUSTRIAL ELECTRIC SUPPLY	00463047	5219217	PN# THN3362R - GE THN3362R 60A	Electric Utility	238.28
01/30/2020	ALL INDUSTRIAL ELECTRIC SUPPLY	00463142	5219452	PN# APJ6485 - CRS-H APJ6485 3W	Electric Utility	536.98
Total for Payment No.:						2,958.69

Payment No: 639998

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	ALLIED AUTO STORES	00462489	900493B	PARTS - STOCK	Fleet Operation Fund	202.11
Total for Payment No.:						202.11

Payment No: 639999

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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01/30/2020	ALSCO SAN JOSE	00462845	LSJO1195115	LINEN SERVICE - ST. 10	General Fund	193.63
Total for Payment No.:						193.63

Payment No: 640000

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	AMERICAN BUILDING CONSTRUCTION	00462689	3822	FOUNDATION 100%DONE-SOTELO	H.U.D Capital Projects	31,618.00
01/30/2020	AMERICAN BUILDING CONSTRUCTION	00462689	3822	SOTELO - 10562	H.U.D Capital Projects	31,618.00
01/30/2020	AMERICAN BUILDING CONSTRUCTION	00462689	3822	SOTELO - 10562	H.U.D Capital Projects	-31,618.00
Total for Payment No.:						31,618.00

Payment No: 640001

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	AMERICAN TEXTILE & SUPPLY INC	00463148	103254	GLOVES, LATEX, POWDERLESS, MIC	Water Utility	2,174.55
Total for Payment No.:						2,174.55

Payment No: 640002

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	APPLE INC	00462938	AB24120940	MAC PRO	Electric Utility Construction	6,844.11
01/30/2020	APPLE INC	00462938	AB24120940	APPLE CARE+ FOR MAC PRO - PHX	Electric Utility Construction	219.00
Total for Payment No.:						7,063.11

Payment No: 640003

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	APPLIED COMPUTER SOLUTIONS	00463156	114-00000212	CISCO SMARTNET SUPPORT RENEWAL	Electric Utility	86,320.53
Total for Payment No.:						86,320.53

Payment No: 640004

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	ARAMARK UNIFORM SERVICES	00462451	760613069	CLEANING SVC/SHOP TOWELS DVR	Electric Utility	400.90
01/30/2020	ARAMARK UNIFORM SERVICES	00462782	760624231	CLEANING SVC/SHOP TOWELS DVR	Electric Utility	400.90
				Total for Payment No.:		801.80

Payment No: 640005

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	AT&T CALNET	00462414	000014173817	POLICE - DOJ	Information Technology Service	301.34
01/30/2020	AT&T CALNET	00462923	000014216076	BAN9391023689 12/20/19-1/19/20	Electric Utility	395.50
				Total for Payment No.:		696.84

Payment No: 640006

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	AT&T MOBILITY	00462952	828850115X12162019	ADMIN	General Fund	125.22
01/30/2020	AT&T MOBILITY	00462952	828850115X12162019	ADMIN	General Fund	43.23
01/30/2020	AT&T MOBILITY	00462952	828850115X12162019	ADMIN	Information Technology Service	47.53
				Total for Payment No.:		215.98

Payment No: 640007

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	AT&T MOBILITY	00462954	828915204X12162019	BLDG DIV - iPHONE	General Fund	15.00
01/30/2020	AT&T MOBILITY	00462954	828915204X12162019	BLDG DIV - iPHONE	General Fund	5.00
01/30/2020	AT&T MOBILITY	00462954	828915204X12162019	BLDG DIV - iPHONE	Information Technology Service	93.10
				Total for Payment No.:		113.10

Payment No: 640008

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	AT&T MOBILITY	00462955	287262084337X12162019	BLDG DIV - iPADS	General Government - Other	778.14
				Total for Payment No.:		778.14

Payment No: 640009

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	AT&T MOBILITY	00462956	828848268X12162019	BLDG MAINTENANCE	General Fund	428.98
				Total for Payment No.:		428.98

Payment No: 640010

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	AT&T MOBILITY	00462957	876361352X12162019	DPW	General Fund	370.19
				Total for Payment No.:		370.19

Payment No: 640011

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	AT&T MOBILITY	00462958	287286334235X12192019	FIRE - FIRST NET	General Fund	3,619.54
01/30/2020	AT&T MOBILITY	00462958	287286334235X12192019	FIRE - FIRST NET	General Fund	97.38
				Total for Payment No.:		3,716.92

Payment No: 640012

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	AT&T MOBILITY	00462959	287288153081X12162019	PD - MDC	General Fund	2,050.96
				Total for Payment No.:		2,050.96

Payment No: 640013

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	AT&T MOBILITY	00462960	876361410X12162019	PARKS & REC	General Fund	40.74

01/30/2020	AT&T MOBILITY	00462960	876361410X12162019	PARKS & REC	Information Technology Service	49.54
Total for Payment No.:						90.28

Payment No: 640014

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	AT&T MOBILITY	00462961	828928594X12162019	STREETS	General Fund	92.27
01/30/2020	AT&T MOBILITY	00462961	828928594X12162019	STREETS	General Fund	38.95
01/30/2020	AT&T MOBILITY	00462961	828928594X12162019	STREETS	General Fund	131.14
01/30/2020	AT&T MOBILITY	00462961	828928594X12162019	STREETS	General Fund	214.18
01/30/2020	AT&T MOBILITY	00462961	828928594X12162019	STREETS	General Fund	160.56
01/30/2020	AT&T MOBILITY	00462961	828928594X12162019	STREETS	General Fund	199.25
01/30/2020	AT&T MOBILITY	00462961	828928594X12162019	STREETS	Solid Waste Utility- Constructi	26.24
Total for Payment No.:						862.59

Payment No: 640015

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	AZCO SUPPLY, INC.	00462869	271600	SAN JOSE 10B OCTOFLUTE POLES W	Street Lighting	10,409.50
Total for Payment No.:						10,409.50

Payment No: 640016

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	BANK UP CORP	00462679	3933	OUTSOURCE CASH RECEIPTS	General Fund	3,585.93
Total for Payment No.:						3,585.93

Payment No: 640017

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	BATEMAN SENIOR MEALS	00463025	INV4650001450	BATEMAN MEALS FY 19-20	Park and Rec Opr GrantTst Fund	1,082.40

01/30/2020	BATEMAN SENIOR MEALS	00463050	INV4650001518	BATEMAN MEALS FY 19-20	Park and Rec Opr GrantTst Fund	1,356.96
Total for Payment No.:						2,439.36
Payment No: 640018						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	BAY AREA TREE SPECIALISTS	00462404	65439	TREE PRUNING SERVICES	General Fund	28,450.00
Total for Payment No.:						28,450.00
Payment No: 640019						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	BAY AREA WATER SUPPLY &	00462589	7126	FY19-20 3RD QTR REG ASSESSMENT	Water Utility	21,578.00
Total for Payment No.:						21,578.00
Payment No: 640020						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	BELLECCI & ASSOCIATES INC	00462494	18119-B	PROJ MGR SRVS SEP-JAN2020 BEN	Electric Utility	1,771.00
01/30/2020	BELLECCI & ASSOCIATES INC	00462494	18119-B	PROJ MGR SRVS SEP-JAN2020 BEN	Electric Utility	1,771.00
Total for Payment No.:						3,542.00
Payment No: 640021						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	BENCHMARK	00462691	E19-2357	LEAD/ABSTOS TEST/SAMPLES - LEE	H.U.D Capital Projects	1,003.75
Total for Payment No.:						1,003.75
Payment No: 640022						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	BEST BUY FOR BUSINESS	00463161	4295020	SAMSUNG - 82"CLASS - LED - Q70	Electric Utility	8,175.12

01/30/2020	BEST BUY FOR BUSINESS	00463161	4295020	ELECTRONIC RECYCLING FEE	Electric Utility	21.00
01/30/2020	BEST BUY FOR BUSINESS	00463161	4295020	SANUS - PREMIUM SERIES ADVANCE	Electric Utility	261.60
01/30/2020	BEST BUY FOR BUSINESS	00463161	4295020	DELIVERY/SHIPPING	Electric Utility	139.53
				Total for Payment No.:		8,597.25

Payment No: 640023

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	BIJAL J PATEL	00462857	01/14/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	172.64
				Total for Payment No.:		172.64

Payment No: 640024

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	BOUTIN JONES INC	00462908	125524	LEGAL SERVICES	Special Liability Insurance	353.60
				Total for Payment No.:		353.60

Payment No: 640025

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	BPS TACTICAL INC.	00462802	19042806	PATROL DUTY VEST TY TAMONE	General Fund	535.66
				Total for Payment No.:		535.66

Payment No: 640026

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	BRINK'S INCORPORATED	00462881	10988552	ARMORED COURIER SERVICE	General Fund	787.84
01/30/2020	BRINK'S INCORPORATED	00463064	3062789	EXCESS TIME CHARGE	General Fund	4.16
				Total for Payment No.:		792.00

Payment No: 640027

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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01/30/2020	BUREAU VERITAS NORTH AMERICA	00463153	S-332057	PN# TSTTLA - TLA TEST KITS. IN	Electric Utility	3,785.42
Total for Payment No.:						3,785.42
Payment No: 640028						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	BUSINESS VIEW MAGAZINE	00462491	8902	AD FOR BUSINESSVIEW MAG	Electric Utility	2,425.00
01/30/2020	BUSINESS VIEW MAGAZINE	00462491	8902	AD FOR BUSINESSVIEW MAG	Elec OperatingGrant Trust Fund	2,425.00
Total for Payment No.:						4,850.00
Payment No: 640029						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	CA HIGHWAY PATROL	00462786	0000001170266	CHP SERVICES-TRAFFIC ASSIST	General Fund	12,500.00
01/30/2020	CA HIGHWAY PATROL	00462786	0000001170266	CHP SERVICES-TRAFFIC ASSIST	General Fund	13,062.05
Total for Payment No.:						25,562.05
Payment No: 640030						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	CALIF BUILDING STANDARDS COMMISSION	00462502	15309JAN2020	Bldg Stnds Fee Q2 4/1-6/30/19	Deposit Funds.	17,909.10
01/30/2020	CALIF BUILDING STANDARDS COMMISSION	00462503	15309JAN2020A	Bldg Stnds Fee Q3 7/1-9/30/19	Deposit Funds.	4,885.20
01/30/2020	CALIF BUILDING STANDARDS COMMISSION	00462511	15309JAN2020B	Bldg Stnds FeeQ4 10/1-12/31/19	Deposit Funds.	19,027.80
Total for Payment No.:						41,822.10
Payment No: 640031						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	CENTURY GRAPHICS	00462803	52467	SCPD POLO SHIRTS	General Fund	330.68
01/30/2020	CENTURY GRAPHICS	00462804	52464	SCPD POLO SHIRTS	General Fund	875.04
Total for Payment No.:						1,205.72

Payment No: 640032

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	CLARIS INTERNATIONAL INC	00462982	5558088	FILEMAKER PRO SOFTWARE CONTRAC	General Fund	13,870.00
				Total for Payment No.:		13,870.00

Payment No: 640033

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	CONCENTRA MEDICAL CENTERS	00462838	64730458	REG & AN PRE EMPLOY PHYSICALS	General Fund	355.00
01/30/2020	CONCENTRA MEDICAL CENTERS	00462838	64730458	POLICE DEPARTMENT	General Fund	1,140.00
01/30/2020	CONCENTRA MEDICAL CENTERS	00462840	66557029	REG & AN PRE EMPLOY PHYSICALS	General Fund	85.00
01/30/2020	CONCENTRA MEDICAL CENTERS	00462840	66557029	ELECTRIC FIELD SERVICES	Electric Utility	20.00
01/30/2020	CONCENTRA MEDICAL CENTERS	00462841	66486391	REG & AN PRE EMPLOY PHYSICALS	General Fund	85.00
01/30/2020	CONCENTRA MEDICAL CENTERS	00462841	66486391	POLICE DEPARTMENT	General Fund	345.00
				Total for Payment No.:		2,030.00

Payment No: 640034

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	CONLEFF PLUMBING SUPPLY CO	00462628	191595	5099 HANDLES	General Fund	28.23
01/30/2020	CONLEFF PLUMBING SUPPLY CO	00462629	191639	3-6" DRAIN KING	General Fund	76.19
01/30/2020	CONLEFF PLUMBING SUPPLY CO	00462797	191705	Synmous RC 14X	General Fund	309.55
01/30/2020	CONLEFF PLUMBING SUPPLY CO	00462798	191689	Chicago 1-099XTBL12	General Fund	52.73
				Total for Payment No.:		466.70

Payment No: 640035

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	CONSOLIDATED ENGINEERING	00462462	170407	CE16-17-13 REED & GRANT	Parks And Recreation	17,236.56
				Total for Payment No.:		17,236.56

Payment No: 640036

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	CONSOLIDATED PARTS INC	00462606	5058955	CH EASTWING	General Fund	207.10
01/30/2020	CONSOLIDATED PARTS INC	00462607	5058286	CH ELECTRICAL	General Fund	113.36
				Total for Payment No.:		320.46

Payment No: 640037

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	CONTEMPORARY SERVICES CORPORATION	00462916	112958140	FY 2017-18 - CENTRAL PARK ICE	General Fund	2,874.93
01/30/2020	CONTEMPORARY SERVICES CORPORATION	00462916	112958140	FY 2017-18 - CENTRAL PARK ICE	General Fund	83.07
				Total for Payment No.:		2,958.00

Payment No: 640038

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	COOPERATIVE PERSONNEL SERVICES	00462835	SOP50532	ACCOUNTING TECH I/II 36 BOOKS	General Fund	781.00
				Total for Payment No.:		781.00

Payment No: 640039

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	COUNTY OF SANTA CLARA	00463176	1800071100	ISD SVCS TN3270 DEC 2019	General Fund	81.30
				Total for Payment No.:		81.30

Payment No: 640040

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	CSG CONSULTANTS INC	00462882	27428	DESIGN SERVICES FOR PAVEMENT M	Streets And Highways	100,568.75
01/30/2020	CSG CONSULTANTS INC	00462884	27230	DESIGN SERVICES FOR PAVEMENT M	Streets And Highways	29,280.00
				Total for Payment No.:		129,848.75

Payment No: 640041

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	D & M POLYGRAPH	00462806	20484NOV2019	POLYGRAPH SERVICES NOV2019	General Fund	600.00
01/30/2020	D & M POLYGRAPH	00462807	24084DEC2019	POLYGRAPY SERVICES DEC2019	General Fund	600.00
				Total for Payment No.:		1,200.00

Payment No: 640042

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	D&M TRAFFIC SERVICES	00462407	69507	CONES FOR CODE ENFORCEMENT	General Fund	95.48
01/30/2020	D&M TRAFFIC SERVICES	00462407	69507	NON-TAXABLE	General Fund	4.00
01/30/2020	D&M TRAFFIC SERVICES	00462412	69508	HARD HATS	General Fund	162.96
01/30/2020	D&M TRAFFIC SERVICES	00462572	69489	WATER BARRIER	Sewer Utility	1,602.30
01/30/2020	D&M TRAFFIC SERVICES	00462614	69222	WATERWALL RENTAL	General Fund	1,944.00
01/30/2020	D&M TRAFFIC SERVICES	00462615	69428	SIGNWORKS ALUM-EG-SOL	General Fund	2,754.43
01/30/2020	D&M TRAFFIC SERVICES	00463151	69538	PAINT, MARKING, BLUE. AERVOE #	Water Utility	170.86
				Total for Payment No.:		6,734.03

Payment No: 640043

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	DALCON INC	00462984	IN250815	MAIN PANEL REPL 2385PILOT KNOB	Electric Utility Construction	6,459.00
				Total for Payment No.:		6,459.00

Payment No: 640044

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	DAVEY TREE SURGERY	00463157	914263465	DUMP FEES DEC19	Electric Utility	5,886.75
01/30/2020	DAVEY TREE SURGERY	00463157	914263465	TREE TRIMMING PWR LINES DEC19	Electric Utility	132,337.67
				Total for Payment No.:		138,224.42

Payment No: 640045

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	DB CONSULTING	00462815	33546NOV2019	POPERTY ROOM AUDIT	General Fund	3,850.00
				Total for Payment No.:		3,850.00

Payment No: 640046

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	DELL MARKETING LP	00462409	10343238974	TAXABLE-LATITUDE 5500 FOR LIB	General Fund	1,356.58
01/30/2020	DELL MARKETING LP	00462409	10343238974	NON-TAXABLE	General Fund	365.13
				Total for Payment No.:		1,721.71

Payment No: 640047

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	DELL MARKETING LP	00463160	10367154612	PRECISION 7920 TOWER TAXABLE P	Electric Utility	11,617.38
01/30/2020	DELL MARKETING LP	00463160	10367154612	PRECISION 7920 TOWER NON TAXAB	Electric Utility	1,326.24
01/30/2020	DELL MARKETING LP	00463160	10367154612	DELL UNTRASHARP 30 MONITOR WIT	Electric Utility	6,736.13
01/30/2020	DELL MARKETING LP	00463160	10367154612	ENVIRONMENTAL FEE	Electric Utility	30.00
				Total for Payment No.:		19,709.75

Payment No: 640048

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	DUNN-EDWARDS CORP	00462625	2011157877	ARISTOSHIELD	General Fund	13.21
01/30/2020	DUNN-EDWARDS CORP	00462648	2011157704	ARISTOSHIELD	General Fund	13.21
01/30/2020	DUNN-EDWARDS CORP	00462649	2011157937	ARISTOSHIELD	General Fund	26.42
				Total for Payment No.:		52.84

Payment No: 640049

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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01/30/2020	DUO SECURITY, INC.	00463144	INV3727888	Duo Security Subscription Rene	Information Technology Service	9,900.00
Total for Payment No.:						9,900.00
Payment No: 640050						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	DYMAXION RESEARCH LTD	00462596	M0010134	ADDITIONAL EMPLOYEE ACCESS	General Fund	20.90
Total for Payment No.:						20.90
Payment No: 640051						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	E-BUILDER, INC	00462808	8357	CIP MGMT SYSTEM-TRAVEL OCT19	Electric Utility Construction	624.05
01/30/2020	E-BUILDER, INC	00462810	8411	CIP MGMT SYS-IMPLEMENTATION	Electric Utility Construction	90,493.62
Total for Payment No.:						91,117.67
Payment No: 640052						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	ELECTRIC & GAS INDUSTRIES ASSN	00462910	45540	PROGRAM IMPLEMENT/MGMT DEC19	Elec OperatingGrant Trust Fund	2,250.00
01/30/2020	ELECTRIC & GAS INDUSTRIES ASSN	00462910	45540	ONGOING PROGRAM ADMIN DEC19	Elec OperatingGrant Trust Fund	750.00
01/30/2020	ELECTRIC & GAS INDUSTRIES ASSN	00462910	45540	ONGOING IT APP MAINT. DEC19	Elec OperatingGrant Trust Fund	2,000.00
Total for Payment No.:						5,000.00
Payment No: 640053						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	ENDEAVOUR STORAGE SOLUTIONS	00462850	226311	ST. 9 STORAGE CONTAINER	General Fund	87.20
Total for Payment No.:						87.20

Payment No: 640054

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	EUROFINS EATON ANALYTICAL INC	00462479	L0489153	SAMPLE PICK UPS 2 @ \$25 EA.	Water Utility	50.00
01/30/2020	EUROFINS EATON ANALYTICAL INC	00462479	L0489153	WEEKEND SAMPLE TESTING 2 @ \$58	Water Utility	116.00
01/30/2020	EUROFINS EATON ANALYTICAL INC	00462479	L0489153	SAMPLE TESTING 140 @ \$23 EA.	Water Utility	3,220.00
				Total for Payment No.:		3,386.00

Payment No: 640055

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	FEDERAL EXPRESS	00462784	6-893-11507	MISC. SHIPPING DVR	Electric Utility	159.35
01/30/2020	FEDERAL EXPRESS	00462997	3-224-30015	MISC. RESOURCES SHIPPING	Electric Utility	23.73
01/30/2020	FEDERAL EXPRESS	00463000	6-899-71723	MISC. RESOURCES SHIPPING	Electric Utility	6.94
				Total for Payment No.:		190.02

Payment No: 640056

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	FLORIANA FERRARI	00462856	01/14/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	133.00
				Total for Payment No.:		133.00

Payment No: 640057

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	GLOBAL RENTAL CO	00462565	3430710	2019 FORD F550 JAN20	Electric Utility Construction	2,725.00
				Total for Payment No.:		2,725.00

Payment No: 640058

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	GOLDEN STATE EMERGENCY VEHICLE SERV, INC	00462493	CI019725	PARTS V3288	Fleet Operation Fund	391.88
				Total for Payment No.:		391.88

Payment No: 640059

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	GRAYBAR	00463046	9313533447	PIPXL70TN/D10DPCT LAMP AND FIX	Street Lighting	6,910.06
				Total for Payment No.:		6,910.06

Payment No: 640060

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	GRAYBAR ELECTRIC	00462480	9314025938	TELEPHONE/NETWORK SUPPLIES	Information Technology Service	125.07
				Total for Payment No.:		125.07

Payment No: 640061

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	GTT COMMUNICATIONS INC	00462550	INV3013993	INTERNET SVCS 881/1705 JAN20	Electric Utility	3,992.63
				Total for Payment No.:		3,992.63

Payment No: 640062

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	HANSON BRIDGETT LLP	00462896	1255130	LEGAL SERVICES	Special Liability Insurance	1,115.10
01/30/2020	HANSON BRIDGETT LLP	00462897	1252597	LEGAL SERVICES	Special Liability Insurance	1,759.50
01/30/2020	HANSON BRIDGETT LLP	00462899	1252595	LEGAL SERVICES	Special Liability Insurance	1,707.75
01/30/2020	HANSON BRIDGETT LLP	00462901	1255127	LEGAL SERVICES	Special Liability Insurance	465.75
01/30/2020	HANSON BRIDGETT LLP	00462902	1252593	LEGAL SERVICES	Special Liability Insurance	1,656.00
01/30/2020	HANSON BRIDGETT LLP	00462903	1250064	LEGAL SERVICES	Special Liability Insurance	792.00
01/30/2020	HANSON BRIDGETT LLP	00462904	1255880	LEGAL SERVICES	Special Liability Insurance	475.54
01/30/2020	HANSON BRIDGETT LLP	00463057	1255125	CHANGE ORDER #2: ADDTIONAL ENC	Special Liability	24,693.95

					Insurance	
01/30/2020	HANSON BRIDGETT LLP	00463058	1252591	CHANGE ORDER #2: ADDITIONAL ENC	Special Liability Insurance	29,126.17
01/30/2020	HANSON BRIDGETT LLP	00463060	1250062	CHANGE ORDER #1 PER EMAIL DATE	Special Liability Insurance	7,514.70
01/30/2020	HANSON BRIDGETT LLP	00463060	1250062	CHANGE ORDER #2: ADDITIONAL ENC	Special Liability Insurance	12,014.80
				Total for Payment No.:		81,321.26

Payment No: 640063

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	HDL SOFTWARE LLC	00462715	0015534-IN	CORE INTEGRATION-ANNUAL FEE	General Fund	4,606.24
01/30/2020	HDL SOFTWARE LLC	00462715	0015534-IN	BUS. LIC. SOFTWARE-ANNUAL FEE	General Fund	18,473.95
01/30/2020	HDL SOFTWARE LLC	00462715	0015534-IN	FIRE MODULE-ANNUAL FEE	General Fund	9,654.15
				Total for Payment No.:		32,734.34

Payment No: 640064

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	HELENE ROTHSCCHILD	00462832	102-1	BEHAVIORAL HEALTH CLIENT 102	General Fund	160.00
01/30/2020	HELENE ROTHSCCHILD	00462833	102-2	BEHAVIORAL HEALTH CLIENT 102	General Fund	160.00
				Total for Payment No.:		320.00

Payment No: 640065

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	HISTORIC PRESERVATION SOCIETY	00462928	1305JAN2020	MONTHLY MAINT-HARRIS LASS MUSM	General Fund	24,000.00
				Total for Payment No.:		24,000.00

Payment No: 640066

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	HOME DEPOT USA	00462308	529897829	FACILITIES SUPPLIES	General Fund	147.37

01/30/2020	HOME DEPOT USA	00462580	529844755	JANITORIAL SUPPLIES	General Fund	430.36
01/30/2020	HOME DEPOT USA	00462581	529844789	JANITORIAL SUPPLIES	General Fund	332.18
01/30/2020	HOME DEPOT USA	00462582	530807312	JANITORIAL SUPPLIES	General Fund	380.37
01/30/2020	HOME DEPOT USA	00462583	530807320	JANITORIAL SUPPLIES	General Fund	293.95
01/30/2020	HOME DEPOT USA	00462622	529844797	BLEND CORN	General Fund	1,490.75
01/30/2020	HOME DEPOT USA	00463040	529844763	JANITORIAL SUPPLIES	Water Utility	353.54
01/30/2020	HOME DEPOT USA	00463041	529844771	JANITORIAL SUPPLIES	General Fund	693.31
01/30/2020	HOME DEPOT USA	00463043	531054021	SCOTT TOWELS	General Fund	54.24
				Total for Payment No.:		4,176.07

Payment No: 640067

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	HOME SAFETY SERVICES INC	00462690	39467	GRAB BARS+ INSTALL - LEE	H.U.D Capital Projects	635.04
				Total for Payment No.:		635.04

Payment No: 640068

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	HUGHES NETWORK SYSTEMS LLC	00462553	B1-353440817	METER SVC G2 ENERGY JAN20	Electric Utility	101.94
				Total for Payment No.:		101.94

Payment No: 640069

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	ICE US OTC COMMODITY MARKETS LLC	00462787	1219000868088	ENERGY BROKER COMM DEC19	Electric Utility	5,273.11
				Total for Payment No.:		5,273.11

Payment No: 640070

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	ICF RESOURCES, LLC	00462964	2020-005744	TESS TASK2 CUST SERV NOV19	Elec OperatingGrant Trust Fund	326.31

01/30/2020	ICF RESOURCES, LLC	00462964	2020-005744	TESS TASK4 PROG ADMIN OCT19	Elec OperatingGrant Trust Fund	67.00
Total for Payment No.:						393.31
Payment No: 640071						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	INDUSTRIAL SCIENTIFIC CORP	00462536	2280919	2019 DEC MANDATED SAFETY	Water Utility	277.23
01/30/2020	INDUSTRIAL SCIENTIFIC CORP	00462536	2280919	2019 DEC MANDATED SAFETY	Sewer Utility	277.24
Total for Payment No.:						554.47
Payment No: 640072						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	INFORMER SYSTEMS, LLC	00462813	5433	SCHEDULE EXPRESS SERVICE	General Fund	4,836.00
Total for Payment No.:						4,836.00
Payment No: 640073						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	IRON MOUNTAIN	00462410	174714	CREDIT FOR 2019 SERVICES	Information Technology Service	-514.24
01/30/2020	IRON MOUNTAIN	00462411	202042232	DATA STORAGE-DEC 2019	Information Technology Service	1,503.71
Total for Payment No.:						989.47
Payment No: 640074						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	JETTER NOZZLES	00462418	100000782	SHOVEL NOZZLE	General Fund	1,975.00
Total for Payment No.:						1,975.00
Payment No: 640075						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid

01/30/2020	JOHN W GREENE	00462403	CSC011420	Game Officials	General Fund	780.00
				Total for Payment No.:		780.00

Payment No: 640076

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	JST COMMERCIAL PROPERTIES	00462539	R20-SLR-0075	LTG REBATE 63571-1	Elec OperatingGrant Trust Fund	1,600.00
				Total for Payment No.:		1,600.00

Payment No: 640077

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	KALMIKOV ENTERPRISES INC	00462490	16046	PARTS V3122	Fleet Operation Fund	1,491.51
				Total for Payment No.:		1,491.51

Payment No: 640078

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	KAREN MURPHY LANSING	00462846	SCFD-0	BEHAVIORAL HEALTH CLIENT FD-3	General Fund	1,170.00
01/30/2020	KAREN MURPHY LANSING	00462846	SCFD-0	BEHAVIORAL HEALTH CLIENT FD-4	General Fund	190.00
01/30/2020	KAREN MURPHY LANSING	00462846	SCFD-0	BEHAVIORAL HEALTH CLIENT FD-5	General Fund	1,170.00
				Total for Payment No.:		2,530.00

Payment No: 640079

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	KING CRANE SERVICE INC	00462912	179135	265 TONCRANE 3169 AGATE 12/27	Electric Utility Construction	6,200.00
01/30/2020	KING CRANE SERVICE INC	00462912	179135	COUNTERWEIGHT 12/27	Electric Utility Construction	2,000.00
01/30/2020	KING CRANE SERVICE INC	00462912	179135	PERMITS 12/27/19	Electric Utility Construction	50.00
01/30/2020	KING CRANE SERVICE INC	00462912	179135	ACCESSORY LOAD 12/27/19	Electric Utility Construction	600.00

01/30/2020	KING CRANE SERVICE INC	00462912	179135	FUEL/INSURANCE 12/27/19	Electric Utility Construction	619.50
Total for Payment No.:						9,469.50

Payment No: 640080

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	KORTICK MANUFACTURING CO	00463150	064791	BOLT, ALL THREAD, 5/8IN X 18IN	Electric Utility	273.05
01/30/2020	KORTICK MANUFACTURING CO	00463150	064791	NUT, SQUARE, GALV. STL., 3/4IN	Electric Utility	70.85
Total for Payment No.:						343.90

Payment No: 640081

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	KRAFT INDUSTRIAL SUPPLY	00462971	34725	11-1/8"X12-5/6"X175" 247/FG 10	Electric Utility	801.15
Total for Payment No.:						801.15

Payment No: 640082

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	LANGUAGE LINE SOLUTIONS	00462435	4718700	TRANSLATION SERVICES	Information Technology Service	1,098.88
Total for Payment No.:						1,098.88

Payment No: 640083

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	LAW ENFORCEMENT PSYCHOLOGICAL	00462823	2001049	PSYCH SERVICES 1	General Fund	400.00
01/30/2020	LAW ENFORCEMENT PSYCHOLOGICAL	00462825	2001050	PSYCH SERVICES (2)	General Fund	800.00
01/30/2020	LAW ENFORCEMENT PSYCHOLOGICAL	00462826	2001084	PSYCH SERVICES (2)	General Fund	800.00
Total for Payment No.:						2,000.00

Payment No: 640084

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	LAWSON PRODUCTS, INC.	00462495	9307268553	PARTS - SHOP USE	Fleet Operation Fund	62.00
				Total for Payment No.:		62.00

Payment No: 640085

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	LC ACTION POLICE SUPPLY	00462829	405477	GLOCK MAG GEN5	General Fund	523.20
01/30/2020	LC ACTION POLICE SUPPLY	00462830	405788	VTAC WIDE PADDED SLING BLK	General Fund	447.89
				Total for Payment No.:		971.09

Payment No: 640086

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	LEGAL PURSUIT INC	00463177	4067247	LEGAL COURIER-DEC 18, 2019	General Fund	110.00
				Total for Payment No.:		110.00

Payment No: 640087

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	LENCO ARMORED VEHICLES	00463210	16763	REPAIRS TO BEAR CAT	General Fund	1,000.00
01/30/2020	LENCO ARMORED VEHICLES	00463210	16763	REPAIRS TO BEAR CAT	Police Operating Grant Fund	1,168.08
				Total for Payment No.:		2,168.08

Payment No: 640088

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	LI YING	00462766	R219-EVC-043	EV CHGR REB 54905-04	Elec Operating Grant Trust Fund	551.69
				Total for Payment No.:		551.69

Payment No: 640089

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	LINCOLN AQUATICS	00462630	442637SC	SERVICE CHARGE	General Fund	27.79
01/30/2020	LINCOLN AQUATICS	00462631	442636SC	SERVICE CHARGE	General Fund	33.98
				Total for Payment No.:		61.77

Payment No: 640090

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	LINCOLN AQUATICS	00463017	36984246	Chlorine	General Fund	614.54
01/30/2020	LINCOLN AQUATICS	00463017	36984246	Pesticide Assessment	General Fund	85.57
01/30/2020	LINCOLN AQUATICS	00463019	36984249	Pesticide assessment	General Fund	42.65
01/30/2020	LINCOLN AQUATICS	00463019	36984249	Chlorine	General Fund	295.39
01/30/2020	LINCOLN AQUATICS	00463020	36984250	Pesticide Assessment	General Fund	45.50
01/30/2020	LINCOLN AQUATICS	00463020	36984250	Pool Chemicals	General Fund	473.22
01/30/2020	LINCOLN AQUATICS	00463021	29531382	pool supplies	General Fund	611.19
01/30/2020	LINCOLN AQUATICS	00463031	D8670677	Water Slinger	General Fund	16.82
01/30/2020	LINCOLN AQUATICS	00463033	30309041	pool equipment	General Fund	1,611.56
01/30/2020	LINCOLN AQUATICS	00463036	36984540	Pesticide Assessment	General Fund	53.74
01/30/2020	LINCOLN AQUATICS	00463036	36984540	Liquid Chlorine	General Fund	963.49
01/30/2020	LINCOLN AQUATICS	00463067	36984526	Pesticide Assessment	General Fund	44.98
01/30/2020	LINCOLN AQUATICS	00463067	36984526	Liquid Chlorine	General Fund	443.08
01/30/2020	LINCOLN AQUATICS	00463068	36984617	Pesticide Assessment	General Fund	53.59
01/30/2020	LINCOLN AQUATICS	00463068	36984617	Muriatic Acid	General Fund	983.72
01/30/2020	LINCOLN AQUATICS	00463069	36984585	Pesticide Assessment	General Fund	50.81
01/30/2020	LINCOLN AQUATICS	00463069	36984585	Muriatic Acid	General Fund	790.68
				Total for Payment No.:		7,180.53

Payment No: 640091

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	LN CURTIS & SONS	00462831	INV351859	TURNOUT BOOTS	Fire Department	499.36

01/30/2020	LN CURTIS & SONS	00462848	INV348697	WILDLAND BOOTS	Fire Department	823.64
01/30/2020	LN CURTIS & SONS	00462849	INV348368	USAR SHIRTS	Fire Department	38,801.82
01/30/2020	LN CURTIS & SONS	00462858	INV353539	WILDLAND BOOTS	Fire Department	1,602.30
01/30/2020	LN CURTIS & SONS	00463279	INV350848COR	HAZMAT BOOTS	General Fund	215.82
				Total for Payment No.:		41,942.94

Payment No: 640092

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	MALLORY SAFETY & SUPPLY LLC	00463146	4762992	SWEATSHIRT, ZIPPERED HOODIE, N	Electric Utility	921.81
01/30/2020	MALLORY SAFETY & SUPPLY LLC	00463146	4762992	SWEATSHIRT, ZIPPERED HOODIE, N	Electric Utility	921.81
				Total for Payment No.:		1,843.62

Payment No: 640093

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	MANAGEMENT PARTNERS INC	00463208	INV08122	CITY ATTY STAFF FUNCTION	General Fund	6,300.00
				Total for Payment No.:		6,300.00

Payment No: 640094

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	MARIA GODINEZ	00462855	01/14/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	40.00
				Total for Payment No.:		40.00

Payment No: 640095

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	MARK THOMAS & CO INC	00462874	34971	AGREEMENT FOR DESIGN SERVICES	Streets And Highways	6,844.76
01/30/2020	MARK THOMAS & CO INC	00462875	34507	AGREEMENT FOR DESIGN SERVICES	Streets And Highways	2,942.74
01/30/2020	MARK THOMAS & CO INC	00462876	34347	AGREEMENT FOR DESIGN SERVICES	Streets And Highways	1,624.33

Total for Payment No.: 11,411.83

Payment No: 640096

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	MAZE & ASSOC	00463052	34027	CITY AUDITOR	General Fund	6,713.00
01/30/2020	MAZE & ASSOC	00463052	34027	TRANSIT REPORT (TDA)	General Fund	796.00
01/30/2020	MAZE & ASSOC	00463052	34027	ELECTRIC	Electric Utility	5,288.00
01/30/2020	MAZE & ASSOC	00463052	34027	WATER	Water Utility	675.00
01/30/2020	MAZE & ASSOC	00463052	34027	SEWER	Sewer Utility	229.00
01/30/2020	MAZE & ASSOC	00463052	34027	SOLID WASTE	Solid Waste Program	511.00
01/30/2020	MAZE & ASSOC	00463052	34027	SOSA	Sports & Open Space Authority	484.00
01/30/2020	MAZE & ASSOC	00463066	34027A	TOT AUDIT	General Fund	4,500.00
				Total for Payment No.:		19,196.00

Payment No: 640097

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	MONAHAN PAPER CO	00462420	652507	LANDSCAPING SUPPLIES	General Fund	1,669.72
				Total for Payment No.:		1,669.72

Payment No: 640098

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	MOORE IACOFANO GOLTSMAN, INC	00462871	0062364	Patrick Henry Specific Plan	Deposit Funds.	26,829.45
01/30/2020	MOORE IACOFANO GOLTSMAN, INC	00462888	0061536	AGREEMENT FOR AN AMERICANS WIT	Public Buildings	5,068.50
01/30/2020	MOORE IACOFANO GOLTSMAN, INC	00462891	0061190	AGREEMENT FOR AN AMERICANS WIT	Public Buildings	9,622.75
				Total for Payment No.:		41,520.70

Payment No: 640099

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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01/30/2020	MOOSE RAPIDS TECHNOLOGIES	00462860	191212003	WINPAC SUPPORT DATABASE SUPPOR	General Fund	412.50
Total for Payment No.:						412.50

Payment No: 640100

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	MOUNTAIN VIEW GARDEN CENTER	00462421	101722	LANDSCAPING SUPPLIES	General Fund	108.89
Total for Payment No.:						108.89

Payment No: 640101

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	NAPA AUTO PARTS	00462496	5983-518513	PARTS V3009	Fleet Operation Fund	73.52
01/30/2020	NAPA AUTO PARTS	00462500	5983-518277	PARTS V3108	Fleet Operation Fund	59.48
01/30/2020	NAPA AUTO PARTS	00462540	5983-517623	PARTS - STOCK	Fleet Operation Fund	162.37
01/30/2020	NAPA AUTO PARTS	00462542	5983-518027	PARTS - STOCK	Fleet Operation Fund	197.76
Total for Payment No.:						493.13

Payment No: 640102

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	NATIONAL CINEMEDIA LLC	00462861	INV-194975	ONSCREEN SEGMENT MERCADO 20	General Fund	500.00
Total for Payment No.:						500.00

Payment No: 640103

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	NI GOVERNMENT SERVICES	00462839	9121340178	SATELLITE PHONE SERVICE FIRE	General Fund	77.37
01/30/2020	NI GOVERNMENT SERVICES	00463209	9121340168	MONTHLY FEES-SATELLITE RADIOS	General Fund	77.37
Total for Payment No.:						154.74

Payment No: 640104

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	NORTH VALLEY BAPTIST CHURCH	00462498	R20-SLR-0108	LTG REB; 70474-1	Elec OperatingGrant Trust Fund	2,466.00
				Total for Payment No.:		2,466.00

Payment No: 640105

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	OEM PARTS NETWORK INC	00463155	I85563	PN# 100P44C6R - SWITCH, PRESS,	Electric Utility	543.05
01/30/2020	OEM PARTS NETWORK INC	00463155	I85563	PN# 9392M95P04 - PLUG, IGNITER	Electric Utility	5,228.35
				Total for Payment No.:		5,771.40

Payment No: 640106

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	OMNETRIC CORP.	00463139	5720011362	MDMS & ENERGY ENGAGE IMPLEMENT	Electric Utility Construction	2,040.00
01/30/2020	OMNETRIC CORP.	00463140	5720003337	MDMS & ENERGY ENGAGE IMPLEMENT	Electric Utility Construction	1,912.50
				Total for Payment No.:		3,952.50

Payment No: 640107

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	ORCHARD COMMERCIAL, INC	00462609	MD183-11	KEYS FOR GATE	Convention Cnt Maintenance Dis	14.61
				Total for Payment No.:		14.61

Payment No: 640108

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	ORLAND UNIT WATER USERS ASSN.	00462450	2031JAN2020	STONY CRK HYDRO EXPENSES DEC19	Electric Utility	113.94
01/30/2020	ORLAND UNIT WATER USERS ASSN.	00462450	2031JAN2020	STONY CRK HYDRO EXPENSES DEC19	Electric Utility	6,360.99
01/30/2020	ORLAND UNIT WATER USERS ASSN.	00462450	2031JAN2020	STONY CRK HYDRO EXPENSES DEC19	Electric Utility	1,539.78
01/30/2020	ORLAND UNIT WATER USERS ASSN.	00462450	2031JAN2020	STONY CRK HYDRO EXPENSES DEC19	Electric Utility	3,227.29

01/30/2020	ORLAND UNIT WATER USERS ASSN.	00462450	2031JAN2020	STONY CRK HYDRO EXPENSES DEC19	Electric Utility	25.19
01/30/2020	ORLAND UNIT WATER USERS ASSN.	00462450	2031JAN2020	STONY CRK HYDRO EXPENSES DEC19	Electric Utility	13,484.08
				Total for Payment No.:		24,751.27

Payment No: 640109

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	PAC MACHINE CO	00462934	78161	RENTAL- DIESEL PUMPSET	Storm Drain	2,809.79
01/30/2020	PAC MACHINE CO	00462935	78672	RENTAL- DIESEL PUMPSET	Storm Drain	2,649.79
				Total for Payment No.:		5,459.58

Payment No: 640110

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	PACIFIC PRODUCTS & SERVICES INC	00463078	26143	TRAFFIC SUPPLIES	General Fund	1,950.23
				Total for Payment No.:		1,950.23

Payment No: 640111

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	PACIFIC TELEMAGEMENT SVCS	00462949	2036678	PAY PHONES	Information Technology Service	250.80
				Total for Payment No.:		250.80

Payment No: 640112

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	PACIFIC WATER ART INC	00462936	63227	CITY HALL- FNT MAINT.	General Fund	1,700.00
01/30/2020	PACIFIC WATER ART INC	00462936	63227	FRANKLIN SQUARE- FNT. MAINT.	Downtown Parking Maintenance D	990.00
01/30/2020	PACIFIC WATER ART INC	00463048	62955	FY 2019-20 FOUNTAIN MAINTENANC	Convention Cnt Maintenance Dis	1,980.00
				Total for Payment No.:		4,670.00

Payment No: 640113

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	PENINSULA GYMNASTICS	00463134	18147-18275	CONTRACTOR PAYMENT FOR CLASSES	General Fund	10,206.72
				Total for Payment No.:		10,206.72

Payment No: 640114

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	PENINSULA UNIFORMS & EQUIPMENT	00462864	169663	BODY ARMOR LTEX IIIA WURDINGER	General Fund	823.07
01/30/2020	PENINSULA UNIFORMS & EQUIPMENT	00462865	169662	BODY ARMOR LITEX IIIA JELLIS	General Fund	823.07
01/30/2020	PENINSULA UNIFORMS & EQUIPMENT	00462866	169308	NEW OFFICER UNIFORMS JEDWARDS	General Fund	823.87
				Total for Payment No.:		2,470.01

Payment No: 640115

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	PETERSON TRACTOR CO	00462544	PC001682372	PARTS - V2687	Fleet Operation Fund	139.37
				Total for Payment No.:		139.37

Payment No: 640116

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	PG&E	00462535	0007891587-3	COP GRIZZLY DEC19	Electric Utility Construction	90,049.85
				Total for Payment No.:		90,049.85

Payment No: 640117

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	PG&E	00462537	0007891592-3	GRIZZLY PROJ O&M 15% COO DEC19	Electric Utility	42,909.94
				Total for Payment No.:		42,909.94

Payment No: 640118

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	PG&E	00462538	0007891584-0	GRIZZLY PH O&M DEC2019	Electric Utility	285,745.08
01/30/2020	PG&E	00462538	0007891584-0	GRIZZLY PH O&M DEC2019 (TAX)	Electric Utility	3,611.65
				Total for Payment No.:		289,356.73

Payment No: 640119

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	PIPE AND PLANT SOLUTIONS, INC.	00463136	19462-01R	SANITARY SEWER ASSESSMENT PHAS	Sewer Utility Construction	209,282.80
01/30/2020	PIPE AND PLANT SOLUTIONS, INC.	00463137	19462-02	SANITARY SEWER ASSESSMENT PHAS	Sewer Utility Construction	188,494.20
01/30/2020	PIPE AND PLANT SOLUTIONS, INC.	00463137	19462-02	CONTINGENCY	Sewer Utility Construction	17,250.80
				Total for Payment No.:		415,027.80

Payment No: 640120

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	PRAXAIR DISTRIBUTION INC	00463253	94276871	DEMURRAGE	Electric Utility	4.98
01/30/2020	PRAXAIR DISTRIBUTION INC	00463253	94276871	DEMURRAGE	Electric Utility	6.51
01/30/2020	PRAXAIR DISTRIBUTION INC	00463253	94276871	DEMURRAGE	Sewer Utility	4.98
01/30/2020	PRAXAIR DISTRIBUTION INC	00463253	94276871	DEMURRAGE	Electric Utility Construction	9.05
01/30/2020	PRAXAIR DISTRIBUTION INC	00463253	94276871	DEMURRAGE	Water Utility Construction	23.26
				Total for Payment No.:		48.78

Payment No: 640121

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	PRINTS CHARLES REPROGRAPHICS	00462466	94764	CE 18-19-04 PLANS&SPECS	Parks And Recreation	193.20
01/30/2020	PRINTS CHARLES REPROGRAPHICS	00462467	94951	CE 17-18-17 PLANS&SPECS	Public Buildings	603.97
01/30/2020	PRINTS CHARLES REPROGRAPHICS	00462468	95147	CE 18-19-04 PLANS&SPECS	Parks And Recreation	267.44

Total for Payment No.: 1,064.61

Payment No: 640122

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	PURETEC INDUSTRIAL WATER	00462456	1770059	DVR WATER VESSEL RENT JAN20	Electric Utility	675.27
01/30/2020	PURETEC INDUSTRIAL WATER	00462457	1767017	COG WTR VESSEL EXCHANGE DEC19	Electric Utility	880.36
01/30/2020	PURETEC INDUSTRIAL WATER	00462457	1767017	COG WTR VESSL EXCH DEC19 (TAX)	Electric Utility	281.04
Total for Payment No.:						1,836.67

Payment No: 640123

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	PVP COMMUNICATIONS	00462545	126852	PARTS V3541	Vehicle Replacement Fund	394.81
Total for Payment No.:						394.81

Payment No: 640124

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	R & B CO	00462575	S1905042.002	HOSE ADAPTER	Water Utility	149.86
01/30/2020	R & B CO	00462576	S1908063.001	CI DUCTILE PIPE	Water Utility	2,843.92
01/30/2020	R & B CO	00462793	S1901416.004	SLEEVE, TAPPING, MJ FOR CI, 10	Water Utility	3,569.66
01/30/2020	R & B CO	00462793	S1901416.004	SLEEVE, TAPPING, MJ FOR CI, 10	Water Utility	3,594.65
01/30/2020	R & B CO	00463034	S1905042.003	HOSE ADAPTER	Water Utility	49.95
01/30/2020	R & B CO	00463035	S1908425.001	12" MJ FOSTER ADAPTER	Water Utility Construction	586.75
01/30/2020	R & B CO	00463037	S1909157.001	PIPE, GASKETS, CU WIRE	Water Utility Construction	7,260.40
01/30/2020	R & B CO	00463038	S1909157.002	12" FIELD LOK 350	Water Utility Construction	174.12
01/30/2020	R & B CO	00463039	S1909975.001	12X6 MJ TEE C153	Water Utility Construction	1,483.30
01/30/2020	R & B CO	00463152	S1904192.001	BUSHING, REDUCING, CU, 1-1/2IN	Water Utility	109.00

Total for Payment No.: 19,821.61

Payment No: 640125

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	R.S. HUGHES COMPANY, INC.	00462852	78273449-00	HYDRO CYANIDE NITROGEN	General Fund	364.97
Total for Payment No.:						364.97

Payment No: 640126

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	R3 CONSULTING GROUP, INC.	00462423	9527	AGREEMENT REVIEWS	General Fund	9,686.25
01/30/2020	R3 CONSULTING GROUP, INC.	00462424	9528	NEGOTIATIONS FEES	Solid Waste Program	9,211.25
Total for Payment No.:						18,897.50

Payment No: 640127

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	RANGE MAINTENANCE SERVICES LLC	00462868	12131902	INSTALL FILTERS(36)	General Fund	1,500.00
01/30/2020	RANGE MAINTENANCE SERVICES LLC	00462872	12131901	MAINT SUPERTRAP BULLET TRAP	General Fund	9,500.00
Total for Payment No.:						11,000.00

Payment No: 640128

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	REED & GRAHAM INC	00463247	960926	COLD MIX & BASE ROCK	Water Utility	15.07
01/30/2020	REED & GRAHAM INC	00463247	960926	COLD MIX & BASE ROCK	Sewer Utility	3.77
01/30/2020	REED & GRAHAM INC	00463247	960926	COLD MIX & BASE ROCK	Electric Utility Construction	18.84
01/30/2020	REED & GRAHAM INC	00463247	960926	COLD MIX & BASE ROCK	Water Utility Construction	37.70
01/30/2020	REED & GRAHAM INC	00463248	966640	COLD MIX & BASE ROCK	Water Utility	96.30
01/30/2020	REED & GRAHAM INC	00463248	966640	COLD MIX & BASE ROCK	Sewer Utility	24.07
01/30/2020	REED & GRAHAM INC	00463248	966640	COLD MIX & BASE ROCK	Electric Utility	120.37

01/30/2020	REED & GRAHAM INC	00463248	966640	COLD MIX & BASE ROCK	Construction Water Utility Construction	240.76
				Total for Payment No.:		556.88

Payment No: 640129

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	RICHARD AVELAR & ASSOCIATES, INC.	00463135	2018.145.00-1013	CONSULTANT SHALL PROVIDE ARCHI	General Fund	513.30
				Total for Payment No.:		513.30

Payment No: 640130

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	ROTO-ROOTER SERVICES COMPANY	00462610	19321524662	CITY HALL	General Fund	260.00
				Total for Payment No.:		260.00

Payment No: 640131

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	ROYAL BRASS INC	00462577	899835-001	PVC TUBING	Sewer Utility	10.70
				Total for Payment No.:		10.70

Payment No: 640132

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	SAMUEL CHOU	00462487	R219-EVC-041	EV CHGR REB 25551-07	Elec OperatingGrant Trust Fund	750.00
				Total for Payment No.:		750.00

Payment No: 640133

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	SAN JOSE MAILING	00463173	3922	MAILING FOR 2330 MONROE ST	General Fund	118.06

01/30/2020	SAN JOSE MAILING	00463173	3922	NON-TAXABLE	General Fund	711.30
Total for Payment No.:						829.36
Payment No: 640134						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	SAN MATEO CO HEALTH DEPT	00462522	95983	2019 DEC MANDATED COSTS	Water Utility	330.00
Total for Payment No.:						330.00
Payment No: 640135						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	SANCRA	00462941	1203	Membership	General Fund	40.00
Total for Payment No.:						40.00
Payment No: 640136						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	SANDIS	00462352	1910066	BOUNDRY/TOPO SURVEY BLACKBUTTE	Electric Utility	1,775.00
01/30/2020	SANDIS	00462353	1911121	BOUNDRY/TOPO SURVEY CENTRAL PK	Electric Utility	490.00
01/30/2020	SANDIS	00462371	1911122	BOUNDRY/TOPO SURVEY BLACKBUTTE	Electric Utility	1,832.50
01/30/2020	SANDIS	00462969	1912192	BOUNDRY/TOPO SURVEY CENTRAL PK	Electric Utility	945.00
Total for Payment No.:						5,042.50
Payment No: 640137						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	SANTA CLARA CONVENTION CENTER	00462851	1002201661	CONV CTR RENT FOR FF TEST 2019	General Fund	412.02
01/30/2020	SANTA CLARA CONVENTION CENTER	00462851	1002201661	LOSS DAMAGE WAIVER	General Fund	12.60
Total for Payment No.:						424.62
Payment No: 640138						

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	SANTA CLARA CONVENTION CENTER	00463218	10029	REIMB-ECON CALCULATOR LICENSE	Deposit Funds.	11,100.00
				Total for Payment No.:		11,100.00

Payment No: 640139

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	SANTA CLARA SCHOOL	00462914	SE2020_03	YRLY SPON STEAM EXPO 3/28/2020	Electric Utility	5,000.00
				Total for Payment No.:		5,000.00

Payment No: 640140

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	SANTA CLARA UNIFIED SCHOOL	00462915	12129	Latchkey programs to support I	General Fund	54,225.00
				Total for Payment No.:		54,225.00

Payment No: 640141

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	SANTA CLARA WEEKLY	00463175	1244063	PUBLICATION FOR ORD 2011	General Fund	576.00
				Total for Payment No.:		576.00

Payment No: 640142

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	SANTA CLARA WINDUSTRIAL CO	00462799	696182 01	3/4 PXM Adapter	General Fund	62.20
				Total for Payment No.:		62.20

Payment No: 640143

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	SAYLI KARMARKAR	00462770	R219-EVC-029	EV CHGR REB 51997-02	Elec OperatingGrant Trust Fund	750.00
01/30/2020	SAYLI KARMARKAR	00462772	R219-EVC-028	EC CHGR REB 51997-02	Elec OperatingGrant	750.00

Total for Payment No.: 1,500.00

Payment No: 640144

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	SCP DISTRIBUTORS LLC	00462644	36984060	CALCIUM CHLORIDE	General Fund	99.80
01/30/2020	SCP DISTRIBUTORS LLC	00462645	36984205	RETRO F/ CONCRETE	General Fund	111.08
Total for Payment No.:						210.88

Payment No: 640145

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	SESAC	00463271	10353783	Music License	General Fund	1,439.07
01/30/2020	SESAC	00463271	10353783	Music License	General Fund	354.40
01/30/2020	SESAC	00463271	10353783	Music License	General Fund	354.40
Total for Payment No.:						2,147.87

Payment No: 640146

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	SHRED-IT USA LLC	00462449	8128941953	HUMAN RESOURCES	General Fund	48.63
01/30/2020	SHRED-IT USA LLC	00462449	8128941953	CITY ATTORNEY'S OFFICE	General Fund	48.63
01/30/2020	SHRED-IT USA LLC	00462449	8128941953	CCO - RECORDS CENTER	General Fund	48.62
01/30/2020	SHRED-IT USA LLC	00462449	8128941953	FINANCE - ACCOUNTING SERVICES	General Fund	97.26
01/30/2020	SHRED-IT USA LLC	00462449	8128941953	FINANCE - MUNICIPA SERVICES	General Fund	48.63
01/30/2020	SHRED-IT USA LLC	00462449	8128941953	HOUSING	General Fund	48.63
01/30/2020	SHRED-IT USA LLC	00462449	8128941953	INFORMATION TECHNOLOGY	Information Technology Service	97.26
01/30/2020	SHRED-IT USA LLC	00462873	8128858280	SHREDDING SERVICES	General Fund	637.79
Total for Payment No.:						1,075.45

Payment No: 640147

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	SHREDLOGIX INC	00463049	0007139	SHREDDING SERVICES FOR COMMUN	General Fund	405.00
				Total for Payment No.:		405.00

Payment No: 640148

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	SPX FLOW US, LLC	00463143	92878340	PN# 356094 - STEM	Electric Utility	1,271.82
01/30/2020	SPX FLOW US, LLC	00463143	92878340	PN# 356093 - STEM BUSHING, S7,	Electric Utility	770.53
01/30/2020	SPX FLOW US, LLC	00463143	92878340	PN# V031089329007000 - TRIM AS	Electric Utility	5,789.96
				Total for Payment No.:		7,832.31

Payment No: 640149

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	STERICYCLE INC	00462878	3004935687	STERI-SATE COMPLIANCE SOLUTION	General Fund	472.38
				Total for Payment No.:		472.38

Payment No: 640150

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	STEVEN DOLEZAL	00462801	892DEC2019	PSYCH CONSUTL SERVICES 12/2019	General Fund	600.00
				Total for Payment No.:		600.00

Payment No: 640151

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	SUNNYVALE, CITY OF	00462504	12203JAN2020	2020 No. Co. gun buy back	General Fund	5,000.00
				Total for Payment No.:		5,000.00

Payment No: 640152

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	SUPERCO SPECIALTY PRODUCTS	00462616	PSI322753	SUPERCO ALTERNATIVE	General Fund	1,248.68
				Total for Payment No.:		1,248.68

Payment No: 640153

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	SWA SERVICES GROUP	00462619	21029	CARPET CLEANING	General Fund	962.00
01/30/2020	SWA SERVICES GROUP	00462620	20998	ISC JANITORIAL SERVICES	General Fund	3,625.87
				Total for Payment No.:		4,587.87

Payment No: 640154

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	SWAGELOK NORTHERN CALIFORNIA	00462526	40759	SPARE PART KIT	Electric Utility	797.36
01/30/2020	SWAGELOK NORTHERN CALIFORNIA	00462526	40759	SPRING KIT	Electric Utility	142.64
01/30/2020	SWAGELOK NORTHERN CALIFORNIA	00462526	40759	STAINLESS SPRING KIT	Electric Utility	115.26
01/30/2020	SWAGELOK NORTHERN CALIFORNIA	00462526	40759	GASKET CHECK VLV KIT 6C&8C	Electric Utility	125.46
01/30/2020	SWAGELOK NORTHERN CALIFORNIA	00462526	40759	PACKING & HANDLING	Electric Utility	11.39
				Total for Payment No.:		1,192.11

Payment No: 640155

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	TACTICAL FIREARMS TRAINING	00462981	33597DEC2019	KMEAD SMEAD FIREARMS COURSE	General Fund	1,250.00
				Total for Payment No.:		1,250.00

Payment No: 640156

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	TARGET SPECIALTY PRODUCTS INC	00462613	PI1079753	BLUE TAG SEED CHAMPION	General Fund	523.59
				Total for Payment No.:		523.59

Payment No: 640157

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	THE HOME DEPOT PRO	00462578	530596808	CONSTRUCTION ADHESIVE	Water Utility	116.58
01/30/2020	THE HOME DEPOT PRO	00462579	530611227	SLOTTED HOLDING SCREWDRIVER	Electric Utility	43.33
				Total for Payment No.:		159.91

Payment No: 640158

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	THIRD DEGREE COMMUNICATIONS	00462879	8125	ELDER ABUSE COURSE WILLIAMS	General Fund	225.00
				Total for Payment No.:		225.00

Payment No: 640159

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	THOMSON REUTERS WEST	00462892	841684472	SUBSCRIPTION PRODUCT	General Fund	99.19
01/30/2020	THOMSON REUTERS WEST	00463174	841358460	ONLINE LEGAL DATABASE	General Fund	487.34
01/30/2020	THOMSON REUTERS WEST	00463178	841551530	ONLINE LEGAL DATABASE-DEC 2019	General Fund	1,266.00
				Total for Payment No.:		1,852.53

Payment No: 640160

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	THYSSENKRUPP ELEVATOR CORPORATION	00462893	3005026358	GOLD-FULL MAINTENANCE CONTRACT	General Fund	1,649.17
				Total for Payment No.:		1,649.17

Payment No: 640161

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	TRAFFIC & PARKING CONTROL CO, INC	00462428	I654237	TRAFFIC SUPPLIES	General Fund	902.50
				Total for Payment No.:		902.50

Payment No: 640162

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	TRANSCANADA TURBINES LTD	00462520	1013271	EXPEDITE FEE	Electric Utility	959.20
01/30/2020	TRANSCANADA TURBINES LTD	00462520	1013271	HOSE, INTERCONNECT FOR UNIT2	Electric Utility	1,937.58
01/30/2020	TRANSCANADA TURBINES LTD	00462520	1013271	HOSE, INTERCONNECT FOR UNIT2	Electric Utility	1,415.78
				Total for Payment No.:		4,312.56

Payment No: 640163

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	TUDOR HAR	00462768	R220-HWH-002	HOT WTR HEATER REBATE 39035-02	Elec OperatingGrant Trust Fund	500.00
				Total for Payment No.:		500.00

Payment No: 640164

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	UNIFIRST CORPORATION	00462364	385 0368222	GARMENT RENTAL/CLEANING 881ENG	Electric Utility	130.39
01/30/2020	UNIFIRST CORPORATION	00462365	385 0368219	DELIVERY FEE SVP	Electric Utility	11.50
01/30/2020	UNIFIRST CORPORATION	00462365	385 0368219	GARMENT RENTAL/CLEANING SVP IT	Electric Utility	54.78
01/30/2020	UNIFIRST CORPORATION	00462366	385 0368274	GARMENT RENT/CLEANING SVC CH	Electric Utility	136.29
01/30/2020	UNIFIRST CORPORATION	00462367	385 0367217	GARMENT RENTAL/CLEANING 881ENG	Electric Utility	130.39
01/30/2020	UNIFIRST CORPORATION	00462368	385 0367214	DELIVERY FEE SVP	Electric Utility	11.50
01/30/2020	UNIFIRST CORPORATION	00462368	385 0367214	GARMENT RENTAL/CLEANING SVP IT	Electric Utility	54.78
01/30/2020	UNIFIRST CORPORATION	00462369	385 0367264	GARMENT RENT/CLEANING SVC CH	Electric Utility	138.47
01/30/2020	UNIFIRST CORPORATION	00462370	385 0367213	NEW CLOTHES D. CARRASCO	Electric Utility	71.94
01/30/2020	UNIFIRST CORPORATION	00462370	385 0367213	GARMENT RENT/CLEAN SVCS DVR	Electric Utility	624.77
01/30/2020	UNIFIRST CORPORATION	00462505	385 0369239	GARMENT RENT/CLEAN SVCS SUB	Electric Utility	697.31
01/30/2020	UNIFIRST CORPORATION	00462507	385 0369233	GARMENT RENTAL/CLEANING T&D	Electric Utility	1,114.07
01/30/2020	UNIFIRST CORPORATION	00462509	385 0369240	GARMENT RENT/CLEAN SVCS AD1705	Electric Utility	94.54
01/30/2020	UNIFIRST CORPORATION	00462510	385 0368218	GARMENT RENT/CLEAN SVCS DVR	Electric Utility	616.77
01/30/2020	UNIFIRST CORPORATION	00462514	385 0369235	GARMENT RENTAL/CLEANING 881ENG	Electric Utility	130.39

01/30/2020	UNIFIRST CORPORATION	00462517	385 0369232	GARMENT RENTAL/CLEANING SVP IT	Electric Utility	54.78
01/30/2020	UNIFIRST CORPORATION	00462517	385 0369232	DELIVERY FEE SVP	Electric Utility	11.50
01/30/2020	UNIFIRST CORPORATION	00462765	385 0368225	NEW CLOTHES E.RAMIREZ	Electric Utility	100.95
01/30/2020	UNIFIRST CORPORATION	00462765	385 0368225	GARMENT RENT/CLEAN SVCS SUB	Electric Utility	727.30
01/30/2020	UNIFIRST CORPORATION	00462774	385 0369281	GARMENT RENT/CLEANING SVC CH	Electric Utility	138.47
01/30/2020	UNIFIRST CORPORATION	00462776	385 0369231	GARMENT RENT/CLEAN SVCS DVR	Electric Utility	616.77
01/30/2020	UNIFIRST CORPORATION	00462970	385 0370224	GARMENT RENT/CLEAN SVCS DVR	Electric Utility	616.77
Total for Payment No.:						6,284.43

Payment No: 640165

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	UNITED PARCEL SERVICE	00463179	00009882E5020A	CITY CLERK	General Fund	31.00
01/30/2020	UNITED PARCEL SERVICE	00463179	00009882E5020A	LIBRARY	General Fund	13.41
01/30/2020	UNITED PARCEL SERVICE	00463179	00009882E5020A	ELECTRIC	Electric Utility	14.08
Total for Payment No.:						58.49

Payment No: 640166

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	UNITED SITE SERVICES INC	00462485	114-9578669	WKLY RSTRM SRV@RAY12/9-1/5/20	Electric Utility	55.00
01/30/2020	UNITED SITE SERVICES INC	00462485	114-9578669	2 SINK RENT@ RAY12/9/19-1/5/20	Electric Utility	10.90
01/30/2020	UNITED SITE SERVICES INC	00462485	114-9578669	RESTROOMRENT@RAY12/9/19-1/5/20	Electric Utility	10.90
01/30/2020	UNITED SITE SERVICES INC	00462485	114-9578669	WKLY SINKSRV@RAY12/9/19-1/5/20	Electric Utility	55.00
01/30/2020	UNITED SITE SERVICES INC	00462485	114-9578669	ENVIRONMENTAL FEE	Electric Utility	13.98
01/30/2020	UNITED SITE SERVICES INC	00462924	114-9664205	WKLY SRV @LAF 12/26-1/22/20	Electric Utility	55.00
01/30/2020	UNITED SITE SERVICES INC	00462924	114-9664205	RESTROOM RENT@LAF12/26-1/22/20	Electric Utility	10.91
01/30/2020	UNITED SITE SERVICES INC	00462924	114-9664205	ENVIRONMENTAL FEE	Electric Utility	6.99
Total for Payment No.:						218.68

Payment No: 640167

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	UNIVAR SOLUTIONS USA INC	00462785	SJ981479	DVR CHEM DEL SOD HYP 1/9/2020	Electric Utility	517.80
01/30/2020	UNIVAR SOLUTIONS USA INC	00462785	SJ981479	CALIFORNIA MILL FEE 1/9/2020	Electric Utility	11.24
				Total for Payment No.:		529.04

Payment No: 640168

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	VERIZON WIRELESS	00462433	9844142282	POLICE	General Fund	38.01
01/30/2020	VERIZON WIRELESS	00462433	9844142282	FIRE	General Fund	1,140.30
01/30/2020	VERIZON WIRELESS	00462433	9844142282	STREETS	General Fund	114.03
01/30/2020	VERIZON WIRELESS	00462433	9844142282	PARKS & REC	General Fund	38.01
01/30/2020	VERIZON WIRELESS	00462433	9844142282	LIBRARY	General Fund	38.01
01/30/2020	VERIZON WIRELESS	00462433	9844142282	POLICE	General Fund	38.01
01/30/2020	VERIZON WIRELESS	00462433	9844142282	POLICE	General Fund	2,622.69
01/30/2020	VERIZON WIRELESS	00462433	9844142282	POLICE	General Fund	114.03
				Total for Payment No.:		4,143.09

Payment No: 640169

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	VERIZON WIRELESS	00462506	9844895348	CMO	General Fund	342.09
01/30/2020	VERIZON WIRELESS	00462506	9844895348	CMO	Information Technology Service	9.75
01/30/2020	VERIZON WIRELESS	00462506	9844895348	CMO	General Government - Other	38.01
				Total for Payment No.:		389.85

Payment No: 640170

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	VERIZON WIRELESS	00462508	9844906156	MEETER READER	General Fund	379.62
				Total for Payment No.:		379.62

Payment No: 640171

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	VERIZON WIRELESS	00462513	9844911483	FIRE-EMS	General Fund	18.02
				Total for Payment No.:		18.02

Payment No: 640172

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	VERIZON WIRELESS	00462516	9844911481	FIRE	General Fund	178.16
				Total for Payment No.:		178.16

Payment No: 640173

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	VERIZON WIRELESS	00462521	9844911482	FIRE-STADIUM	General Fund	10.02
				Total for Payment No.:		10.02

Payment No: 640174

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	VERIZON WIRELESS	00462533	9844895347	FIRE	General Fund	347.21
				Total for Payment No.:		347.21

Payment No: 640175

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	VICTOR HUGO GUTIERREZ FRAIRE	00462842	33544JAN2020	AIRFARE & LODGING FOR CANDIDAT	Electric Utility	1,595.74
				Total for Payment No.:		1,595.74

Payment No: 640176

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	W-TRANS	00463138	23490	AGREEMENT FOR WARBURTON AVE/CI	General Fund	646.25

Total for Payment No.: 646.25

Payment No: 640177

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	WATERPROOFING ASSOC	00462313	6601	REPAIR SERVICE - CENTRAL	General Fund	690.00
Total for Payment No.:						690.00

Payment No: 640178

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	WEST COAST ARBORISTS INC	00462431	155810	TREE MAINTENANCE	General Fund	24,335.00
01/30/2020	WEST COAST ARBORISTS INC	00462432	156013	TREE MAINTENANCE	General Fund	5,933.00
01/30/2020	WEST COAST ARBORISTS INC	00463075	154066	stump removal	General Fund	2,400.00
Total for Payment No.:						32,668.00

Payment No: 640179

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	WESTWARD SALES INC	00463141	INV2967-2	155MPBS SFP TRANSCEIVER WDM-B,	Electric Utility Construction	5,346.45
01/30/2020	WESTWARD SALES INC	00463141	INV2967-2	155MPBS SFP TRANSCEIVER WDM-A,	Electric Utility Construction	5,003.10
Total for Payment No.:						10,349.55

Payment No: 640180

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	WORKMAN GLOVE & SAFETY INC	00462445	39567	GLOVES- STREET DEPT	General Fund	348.58
01/30/2020	WORKMAN GLOVE & SAFETY INC	00462447	39568	GLOVES-STORM DEPT	General Fund	174.29
Total for Payment No.:						522.87

Payment No: 640181

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/30/2020	ZORO TOOLS INC.	00462650	INV7039012	PVC CLAMP	General Fund	538.87
01/30/2020	ZORO TOOLS INC.	00462651	INV7042643	MTERNG SINGLE HOLE	General Fund	934.70
				Total for Payment No.:		1,473.57
				Overall Total		2,398,522.68

City of Santa Clara Finance Department
Accounting Services

Supplement to Bills & Claims
Expenditures Paid by Wire Transfer
For the Period of January 17th, 2020 through January 30th, 2020

\$ 11,417,555.00	Northern California Power Agency--NCPA All Resources Bill--January 2020
2,378,303.17	Tri-Dam Project--Purchase of Energy (Hydroelectric)_Dec 2019
1,254,996.25	MSR Energy Authority--Gas Purchase; DVR/Cogen/Gia Dec-19
735,330.10	MSR Public Power Agency--Big Horn Wind Project Energy--Dec 2019
710,906.38	Tri-Dam Power Authority--Purchase of Energy (Hydroelectric)-Dec 2019
611,048.20	San Francisco Public Utilities Commission--Water Purchases Dec 2019
452,370.60	Valley Water (Santa Clara Valley Water District)--Treated Water Invoice for December 2019
408,000.00	Calpine Energy Services--Purchase of Capacity--Dec 2019
385,823.47	Manzana Wind LLC--Purchase of Energy (Wind Genrated)-Dec 2019
273,919.97	MSR Public Power Agency--Big Horn Wind Project Shaping Fee--Dec 2019
258,361.93	Recurrent Energy Rosamond One LLC--Purchase of Energy (Solar Generated)-Dec 2019
185,000.00	Shell Energy North America (US), LP--Net Purchase/Sale of Capacity-Dec 2019
150,000.00	Central Valley Proj Corp--WAPA Rest Fund Levilized Jan 2020
111,100.00	NextEra Energy Marketing--Purchase of Capacity Dec 2019
107,005.00	Olcese Water District--Purchase of RECs-Dec 2019
33,000.00	Avangrid Renewables LLC--Purchase of Energy (Wind Genrated)-Dec 2019
25,544.78	California Independent System Operator--Settlement Charges Dec19, Jan20
4,251.61	Tri-Dam Project--Purchase of Energy (Hydroelectric)_Nov 2019 true up

\$ 19,502,516.46



Agenda Report

20-235

Agenda Date: 2/25/2020

REPORT TO COUNCIL

SUBJECT

Action on a Resolution Amending Silicon Valley Power's Rules and Regulations to Remove the Requirement for New or Modified Self-Generation Facilities to Utilize Renewable Generation and Fuel Sources [Council Pillar: Sustainability]

BACKGROUND

On May 7, 2019 the City Council approved Resolution 19-8701 which required new or modified self-generation facilities to utilize renewable generation and fuel sources. These amendments to Silicon Valley Power's Rules and Regulations aligned with the City and State goals and requirements for renewable and/or GHG free energy. The changes were intended to create a greener Santa Clara and help to address environmental and climate change issues. Silicon Valley Power has already taken the initiative by proactively ensuring all new energy acquisitions are renewable and/or GHG free. The proposed change encouraged other generators within the City to do the same.

Bloom Energy Corporation (Bloom) sued the City based on the California Environmental Quality Act (CEQA). The lawsuit stated that the City's CEQA determination, Exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15061(b)(3), was not sufficient and additional CEQA analysis was required.

DISCUSSION

Bloom challenged the City's restriction of Natural Gas Bloom Fuel Cells primarily contending that Bloom boxes emitted less greenhouse gas emissions (GHG) than Silicon Valley Power. The City evaluated Bloom's claim and concluded that Silicon Valley Power produces less GHG than Bloom Fuel Cells. The Court agreed with the City findings and stated that "The Court finds the City's analysis of average CO₂e emissions is reasonable and supports the conclusion reached"

While the Court found that Bloom's Natural Gas Fuel Cells emit more GHG than Silicon Valley Power, the Court held that the City must further evaluate potential NO_x and SO_x emissions and back-up generator use. The City, therefore, must consider additional evidence on these two other items before it reconsiders the restriction on the use of natural gas fuel cells.

Considering that the Court agreed Bloom Fuel Cells will produce more GHG than Silicon Valley Power in Santa Clara, staff anticipates returning in the future for Council to reconsider adopting the changes once additional CEQA is completed. However, as directed by the Court, the amendments to Silicon Valley Power's Rules and Regulations implemented by Resolution No. 19-8701 must be removed unless and until such future CEQA review is completed and the City reconsiders adopting such amendments.

ENVIRONMENTAL REVIEW

The proposed action is in accord with the ruling of the Superior Court.

FISCAL IMPACT

There is no direct fiscal impact of the recommended action.

COORDINATION

This report has been coordinated with the City Attorney's office

PUBLIC CONTACT

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

RECOMMENDATION

Adoption of a Resolution Amending Silicon Valley Power's Rules and Regulations to Remove the Requirement for New or Modified Self-Generation Facilities to Utilize Renewable Generation and Fuel Sources.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Resolution Amending Silicon Valley Power Rules and Regulations
2. Silicon Valley Power Rules and Regulations 2-20-20
3. Silicon Valley Power Rules and Regulations 2-20-20 (redlined version)

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA
AMENDING SILICON VALLEY POWER'S RULES AND
REGULATIONS**

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

WHEREAS, all electric energy and power furnished to customers of the Electric Department of the City of Santa Clara, California, doing business as Silicon Valley Power, shall be supplied and charged to such customers, and paid for by such customers in accordance with certain electric rate schedules, tariffs and rules and regulations adopted and amended from time to time by the City Council;

WHEREAS, Chapter 13.05 of the Santa Clara City Code ("Code") pertains to Operation of an Electric Utility, and Section 13.05.040 of the Code provides that the City Council may, by resolution, from time to time as it deems necessary for the administration or implementation of the intent of this chapter, review, revise, adopt and/or promulgate new or amended rate schedules and regulations concerning the operation or administration of the Electric Utility;

WHEREAS, the City Council adopted a Resolution (No. 19-8701) at its regularly scheduled meeting on May 7, 2019, to amend the City of Santa Clara, Silicon Valley Power Rules to limit the interconnection of Parallel Generation to the Distribution System to facilities meeting the criteria for renewable electrical generation facilities as defined in the California Public Resources Code;

WHEREAS, the City of Santa Clara, Silicon Valley Power Rules and Regulations are being amended to remove the requirement to limit the interconnection of Parallel Generation to the Distribution System to facilities meeting the criteria for renewable electrical generation facilities as defined in the California Public Resources Code

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

1. That the City of Santa Clara, Silicon Valley Power Rules and Regulations, which are attached to this Resolution and incorporated by reference, are amended to include and memorialize the changes as presented by City Staff to the City Council during its regularly scheduled meeting on February 25, 2020 to remove the requirement limiting the interconnection of Parallel Generation to the Distribution System to facilities meeting the criteria for renewable electrical generation facilities as defined in the California Public Resources Code;
2. That the amended Rules and Regulations attached to this Resolution are hereby approved and adopted by the City Council and said Rules and Regulations are designated to become effective and operative immediately; and,

3. That a true and correct copy of the Resolution, including the amended Rules and Regulations, shall be kept on file in the Office of the City Clerk and in the Billing Division of the City Finance Department at all times while the regulations are effective and, until further amended or replaced, shall be open to public investigation and inspection during the regular business hours of such offices.

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 25TH DAY OF FEBRUARY, 2020, 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. Silicon Valley Power Rules and Regulations



SILICON VALLEY POWER

RULES AND REGULATIONS

CITY OF SANTA CLARA



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SILICON VALLEY POWER

RULES AND REGULATIONS

CITY OF SANTA CLARA



1. GENERAL STATEMENT AND DEFINITIONS

1.A GENERAL STATEMENT

This document shall be referred to as the Silicon Valley Power, City of Santa Clara, Rules and Regulations. Silicon Valley Power will furnish Electric Services in accordance with these adopted Rules and Regulations and all other applicable City of Santa Clara resolutions and ordinances to any Customer within the corporate limits of the City of Santa Clara, and to areas outside City limits as the City may designate. Silicon Valley Power, Finance and other City departments as circumstances require, jointly and singly retain the authority to enforce these Rules and Regulations.

1.B INCORPORATION OF MUNICIPAL SERVICES DIVISION RULES AND REGULATIONS

These Rules and Regulations hereby incorporate by reference all of the Rules and Regulations of the Municipal Services Division of the Department of Finance of the City of Santa Clara. Rules governing the establishment of credit, rendering and payment of bills, financial aspects of temporary service or discontinuance of service for electricity are contained in the Municipal Services Division Rules and Regulations.

1.C DEFINITIONS

Terms appearing with an initial letter capitalized, are defined terms. The definitions set forth in the Rules and Regulations for the Municipal Services Division, Department of Finance are incorporated by reference as set forth in full, and those definitions are not repeated here; reference should be made to Section 1.B of Municipal Services Division Rules and Regulations. Unless the particular provision or the context otherwise requires, the definitions and provisions contained in Silicon Valley Power Rules and Regulations Section 1.C and in Municipal Services Division Rules and Regulations Section 1.B, shall govern the construction, meaning, and application of words and terms used in these Rules

1. GENERAL STATEMENT AND DEFINITIONS (Continued)

and Regulations. The singular of a word or term shall include the plural and the plural shall include the singular. Such words or terms as defined in this Silicon Valley Power Rules and Regulations Section 1.B shall be initially capitalized when used in context of these Rules and Regulations.

City: The City of Santa Clara, California, acting through its elected officials or its duly authorized officers, employees, agents, or fictitious business names.

City Code: The Code of the City of Santa Clara, California.

City Employee: Any authorized City employee, agent or representative.

Customer: The Person, Persons, firm, association, governmental agency, corporation or other legal entity who use, are entitled to use, or benefit from the use of City of Santa Clara Utilities.

Discontinue: To stop the delivery of Utility Service to a Customer or physically limit or disconnect the Service Connection in such a way that only the City of Santa Clara can make full Restoration.

Distribution System: All overhead and/or underground equipment used to supply electricity to the Utility Connection Point.

Electric Service: Service, including but not limited to the provision of electricity and other related services by Silicon Valley Power and for which fees or rates are charged.

Energy Data Pulse: Digital signals that carry instantaneous energy use information and which are produced by Silicon Valley Power installed pulse generating equipment.

Master Meter Service: When multiple tenants/units are served Electric Service on the same Premises through a single metered Service Connection.

Municipal Services Division: The Municipal Services Division of the Finance Department that is responsible for the billing and collection of fees and charges for Utility Services.

Owner: The legal owner of Premises receiving one or more Municipal Services, or the authorized agent of such legal owner.

Parallel Generation: The production and delivery of electric power to the Distribution System by generators not owned or controlled by Silicon Valley Power.

1. GENERAL STATEMENT AND DEFINITIONS (Continued)

Person: Any individual, partnership, corporation, public agency, or other organization operating as a single entity.

Premises: Any building, lot, parcel, real estate, land, or portion of land, whether improved or unimproved, occupied or unoccupied, including adjacent streets, sidewalks, pathways, parking strips, all structures, electrical equipment or portions thereof occupied or operated by a Customer or tenants of Customer and situated on an integral parcel of land undivided by a public highway, street or railway to which one or more Utility Services is or could be provided.

Restoration: The reconnection of a full Service Connection or other resumption of electric and/or water service that has been Discontinued.

Service Lateral: The group of conductors, whether overhead or underground, necessary to connect the Customer's Utility Connection Point to Silicon Valley Power's Distribution System, regardless of the location of Silicon Valley Power's meters or transformers. An overhead Service Connection, sometimes referred to as a "Service Drop," is the group of conductors between the Customer's building or other permanent support and Silicon Valley Power's adjacent pole.

Service Voltage: The voltage at the point of metering.

Silicon Valley Power or SVP: The fictitious business name through which the City of Santa Clara operates its Electric Department.

Silicon Valley Power Equipment: Any property, facility, apparatus, or material associated with providing Electric Service including, but not limited to, ducts, conduits, conductors, transformers, protective devices, wiring, switches, and meters.

Silicon Valley Power's Operating Convenience: The utilization of facilities or practices that contribute to the overall efficiency, safety or reliability of the electric utility operations. Silicon Valley Power's Operating Convenience does not refer to Customer convenience or adoption of practices required to comply with applicable ordinances, rules and regulations, or similar requirements of public authorities.

Tamper: To rearrange, bypass, damage, alter, interfere with, or actions that could cause and/or prevent the normal functioning of Silicon Valley Power Equipment.

Total Cost: The sum of all direct and indirect expenses including labor, material, overhead and use of Silicon Valley Power Equipment to complete a particular

1. GENERAL STATEMENT AND DEFINITIONS (Continued)

repair or addition to the Distribution System, and the cost of associated resources consumed.

Utility Connection Point: The point of delivery of electricity to a Customers Premises as determined by Silicon Valley Power.

2. NOTICES

2.A NOTICES TO THE CUSTOMER

Notice that the City may give to a Customer shall be given in writing, either delivered in person or properly enclosed in a sealed envelope and deposited in the United States Mail, postage prepaid, addressed to the Customer's last known address.

2.B NOTICES TO SILICON VALLEY POWER

If such notice concerns a proposed increase in load, a relocation of Electric Service, an increase in size of Electric Service, or installation of an electric generator, to:

Silicon Valley Power
Attn.: Distribution Estimating
1500 Warburton Ave.
Santa Clara, CA 95050

3. CONTRACTS

3.A ELECTRIC SERVICE CONTRACTS

Contracts will not be required as a condition of providing Electric Service except:

- 3.A.1 As conditions in the regular schedule of rates approved or accepted by the City;
- 3.A.2 As required for electric extensions for Temporary Electric Service or speculative projects;
- 3.A.3 As required for street lighting service;
- 3.A.4 As required for construction purposes as a condition of providing Electric Service;
- 3.A.5 As required for Electric Service which in the judgment of Silicon Valley Power requires special operating conditions or Silicon Valley Power's Operating Convenience;
- 3.A.6 As required for non Silicon Valley Power-owned Parallel Generation;
- 3.A.7 As required to provide Energy Data Pulses;
- 3.A.8 As required to provide Net Metering for photovoltaic interconnection.

4. RATES, OPTIONAL RATES AND RATE SCHEDULES

4.A RATES

The rates to be charged by and paid to Municipal Services Division for Electric Service shall be the rates legally in effect and on file with the City Clerk, where they shall be available for public inspection. Unless otherwise stated on the schedule itself, the rate schedules of Silicon Valley Power are only applicable for Electric Services furnished entirely by Silicon Valley Power without interconnection with any other source of supply.

4.B TEMPORARY RATE SCHEDULE

An Applicant for Electric Service may be assigned a temporary rate schedule until qualification parameters for the appropriate rate schedule are met. The temporary rate schedule period shall not exceed twelve (12) months and any change in rate schedule due to new Electric Service qualification will apply retroactive to the date of such qualification. The selection of the temporary rate schedule shall be made by Municipal Services Division, and shall be based on historical usage of the Premises, Customer, or an estimate of usage if historical usage is not available, or as otherwise provided for by these Rules and Regulations.

4.C ESTABLISHMENT OF NEW OR OPTIONAL RATES

- 4.C.1 The City will take measures as may be practicable to inform all Customers who may be eligible for Electric Service under new or modified rate schedules.
- 4.C.2 In the case where the City adopts new rate schedules which allow a Customer to qualify for more than one rate or schedule, the Customer may request Municipal Services Division assistance in selecting the most appropriate rate or schedule, resulting in the lowest charges for the Customer, or in the absence of a request, Municipal Services Division shall have the authority to make the selection based on the available information.

4. RATES, OPTIONAL RATES AND RATE SCHEDULES (Continued)

4.D REASSESSMENT OF RATE SCHEDULE QUALIFICATION

A Customer may request a reassessment of their qualification for a particular rate schedule. A change to a different applicable schedule, as approved by Municipal Services Division, shall become effective after the next regular meter reading following the date of approval by Municipal Services Division. The effective date may be delayed if a change in Electric Service hardware, electric meter or other associated equipment is required. Municipal Services Division will not be required to make a change in rate schedules after the initial change until twelve (12) consecutive months of Electric Service have been rendered under the schedule then in effect, unless a new schedule is requested in writing and authorized by Municipal Services Division, or unless operating conditions have changed sufficiently to warrant a change in schedule. Notices shall be served as indicated in Silicon Valley Power Rules and Regulations Section 2.

5. METER RE-READS, METER TESTS AND BILLING ADJUSTMENTS

5.A REQUEST BY A CUSTOMER FOR A METER TO BE RE-READ

A Customer may request Municipal Services Division to re-read the electric meter and make adjustments, if necessary, to render an accurate billing in accordance with the limits set by Municipal Services Division Rules and Regulations Section 6.H. Municipal Services Division shall respond to requests for meter re-reads once every six (6) months at no charge. Municipal Services Division shall levy a charge set forth in the Municipal Fee Schedule, adopted by resolution of the City Council, for each additional request within the same six (6) month period, unless the re-read indicates that a read error has resulted in an incorrect billing to the Customer.

5.B METER TEST INITIATED BY SILICON VALLEY POWER

Each electric meter will be tested at regular intervals as determined by Silicon Valley Power. If the meter in question falls outside the tolerance guidelines of more than two percent (2%) fast or slow under conditions of normal operations, subsequent charge or credit adjustments will be limited to the parameters set by Municipal Services Division Rules and Regulations Section 6.H.3.

5.C METER TEST INITIATED BY A CUSTOMER REQUEST

5.C.1 A request for a meter test must be submitted to Municipal Services Division, and the meter shall be tested in accordance with these Rules and Regulations.

5.C.2 Each Customer is entitled to one free meter test per year. A fee will be charged for every meter test thereafter within the same one year period. If the meter is found, upon testing, to register more than two percent (2%) fast or slow under conditions of normal operations, no fee will be charged regardless of how many times the meter is tested in one year.

5.D ADJUSTMENT OF BILLS FOR METER ERROR

5.D.1 Fast Meters

When, as the result of any test, a meter under normal conditions is found to be registering more than two (2%) greater than actual consumption,

**5. METER RE-READS, METER TESTS AND BILLING ADJUSTMENTS
(Continued)**

Municipal Services Division shall make necessary adjustments to the Customer's bill (credit or charge) to correct the overcharge based on the corrected meter readings (0% greater than actual consumption) for the period in which the meter was in use in accordance with Municipal Services Division Rules and Regulations Section 6.H.3.

5.D.2 Slow Meters

Upon testing, if a meter under normal conditions is found to register less than ninety-eight percent (98%) of the actual consumption, Municipal Services Division may render a bill for the undercharge based on the corrected meter readings (100% actual consumption) for the period in which the meter was in use in accordance with Municipal Services Division Rules and Regulations Section 6.H.3.

5.D.3 Non-registering Meters

Municipal Services Division may bill the Customer for energy consumed while the meter was not registering. At Municipal Services Division's option, the bill will be computed on an estimate of consumption based on the Customer's use during the same season of the preceding year or based on an alternate method of estimation determined by Municipal Services Division, which includes, but is not limited to, the City's experience with Customer's usage on the same rate schedule; and the general characteristics of the Customer's operations.

6. SILICON VALLEY POWER DISTRIBUTION SYSTEM ON CUSTOMER PREMISES

6.A NEW DEVELOPMENTS

All new developments shall be in accordance with Section 17.15.210 of the City Code.

6.B EXISTING DEVELOPMENTS

For changes to an existing Electric Service, the Customer shall provide, without cost to Silicon Valley Power, all required facilities as listed in Section 17.15.210(b) of the City Code prior to any work performed by Silicon Valley Power. The Customer shall pay to Silicon Valley Power a load increase fee as listed in the current Municipal Fee Schedule.

6.C RELOCATION OF EXISTING SILICON VALLEY POWER EQUIPMENT

Any relocation of existing Silicon Valley Power Equipment necessitated by development shall be paid for by the requesting party.

6.D EASEMENTS

Electric easements shall be provided by the Customer for all Silicon Valley Power Equipment except overhead service drops. Silicon Valley Power will determine the location of any necessary easements and prepare document(s) for the Customer's signature, unless such easements are dedicated to Silicon Valley Power on a tract or parcel map.

7. ACCESS, INTERFERENCE, TAMPERING, AND ENERGY THEFT

7.A SILICON VALLEY POWER RIGHT OF ACCESS

- 7.A.1 Customer shall provide Silicon Valley Power with immediate and unhindered access, without notice, to and from Customer Premises for any purpose reasonably connected with the supply of Electric Service, including but not limited to, inspection, reading, testing, maintenance, removal, and replacement of Silicon Valley Power Equipment.
- 7.A.2 When access to Customer Premises is not immediate and unhindered, Silicon Valley Power may take any enforcement actions permitted by Section 1.05.070 of the City Code, and in addition, any civil or criminal remedies available to Silicon Valley Power under state law or the City Code. Furthermore, Silicon Valley Power may require Customer to provide, without cost to Silicon Valley Power, a new approved location for access to Silicon Valley Power Equipment.

7.B INTERFERENCE

Any Person preventing or interfering with any City Employee in the lawful discharge of his or her duties is subject to arrest, prosecution, and punishment in accordance with California Penal Code Section 71 as such section may be amended from time to time by the State Legislature.

7.C TAMPERING; THEFT OF ELECTRIC SERVICE

Tampering with Silicon Valley Power Equipment and/or theft of Electric Service is a violation of California Penal Code Section 498 and Section 13.05.070 of the City Code. In addition to the penalties for theft of Electric Services set forth in California Penal Code Section 498 and Section 13.05.070 of the City Code, as such section may be amended from time to time, such conduct shall constitute grounds for the discontinuance of Electric Service by Silicon Valley Power until such time as arrangements satisfactory to Silicon Valley Power are made to reimburse Silicon Valley Power for the full value of electric Service unlawfully obtained.

8. SHORTAGE OF SUPPLY AND INTERRUPTION OF DELIVERY

8.A SHORTAGE OF SUPPLY

- 8.A.1 Silicon Valley Power will exercise reasonable diligence and care to furnish and deliver a continuous and sufficient supply of Electric Services to the Customer, but does not guarantee continuity or sufficiency of supply. Silicon Valley Power will not be liable for any damage resulting from the interruption, shortage, or insufficient supply of Electric Services to the Customer.
- 8.A.2 If a shortage of supply occurs, Silicon Valley Power will make an apportionment of the available supply of energy among Customers as ordered or directed by the City Council. In the absence of an order or direction by the City Council, the City Manager will apportion the available supply of energy among Customers in a reasonable manner.

8.B INTERRUPTION OF SUPPLY

- 8.B.1 Silicon Valley Power will have the right to temporarily suspend Electric Service whenever necessary to make repairs or improvements to its Distribution System. As circumstances permit, notice will be given to Customers affected thereby, and the repairs or improvements will be completed as rapidly as possible during normal Silicon Valley Power working hours, and where possible, with the least inconvenience to the Customers.
- 8.B.2 When requested by the Customer, and where circumstances permit some flexibility in scheduling of necessary repairs or improvements, Silicon Valley Power may at its sole option perform the work during other than normal Silicon Valley Power working hours for the increased convenience of the Customer, providing that the Customer agrees in writing, prior to the performance of said work, to pay for the Total Cost incurred by Silicon Valley Power as a result of performing said work at other than during normal Silicon Valley Power working hours.

9. DESCRIPTION OF STANDARD ELECTRIC SERVICE

9.A GENERAL REQUIREMENTS

9.A.1 Service Frequency

Alternating current of approximately 60 Hertz (cycles per second) frequency is furnished by Silicon Valley Power.

9.A.2 Utility Connection Point

Silicon Valley Power will determine the location of the Utility Connection Point, service voltage, and whether service is overhead or underground. The Customer shall run its Service Lateral to this point. Silicon Valley Power will make the connection.

9.A.3 Service Lateral

The Customer shall provide, install, and maintain its Service Lateral in accordance with the City building and electrical codes.

9.A.4 Number of Electric Services

Unless otherwise provided by these Rules and Regulations, only one Electric Service shall be provided to a building. More than one Electric Service for an industrial or commercial Customer may be provided under the following conditions.

9.A.4.(a) When the existing main service size exceeds the maximum allowable Ampere values in Table 9.1 on page 17.

9.A.4.(b) When developments with special circumstances such as long or large buildings make it impractical to provide one Electric Service and the loads are too small for a 12kV service.

9. DESCRIPTION OF STANDARD ELECTRIC SERVICE

(Continued)

9.A.5 12kV Service

9.A.5.(a) If estimated electric load demand exceeds 2MVA or service size exceeds 4000 Amperes at 480 Volts for a building in new developments, the Customer shall take service at 12 kV. If electric load for a single metered location service exceeds 4.5MVA, additional 12kV service(s) may be provided.

9.A.5.(b) For all new 12 kV services the Customer shall furnish the 12 kV main breaker(s) with protective relays for coordination with Silicon Valley Power's Distribution System.

9.A.5.(c) For any existing 12 kV service that is being modified, upgraded, or is subject to a load increase due to addition of new facilities, the 12 kV switchgear shall be upgraded to meet the same requirements as noted above for new services.

9.A.6 Meter Location

All electric meters shall be located outside of Customer's building or in a utility room directly accessible from the outside by an unalarmed door. The Customer shall provide keys to Silicon Valley Power for access.

9.A.7 Equipment Furnished by Customer

9.A.7.(a) All service switches, fuses, meter sockets, meter and instrument transformer housings and similar devices, regardless of voltage, required in connection with Electric Service and meter installation on Customer Premises will be furnished, installed and maintained by the Customer and meet appropriate Silicon Valley Power approvals.

9.A.7.(b) If it is necessary for the Customer to have access to equipment previously sealed by Silicon Valley Power, the Customer must contact the Silicon Valley Power Electric Meter Division for the removal and replacement of the seal.

9.A.8 Equipment Furnished by Silicon Valley Power

Silicon Valley Power will furnish and install the necessary instruments, transformers, meter test facilities, meters and wiring hardware required to complete the metering system.

9. DESCRIPTION OF STANDARD ELECTRIC SERVICE

(Continued)

9.A.9 Ownership of Equipment

All electrical equipment, installed by Silicon Valley Power upon Customer Premises for the purpose of, but not limited to, delivery and metering of Electric Services shall continue to be the property of Silicon Valley Power. No rent or other charge shall be made against Silicon Valley Power for placing or maintaining electrical equipment upon the Customer Premises.

9.A.10 Load Balancing

When single phase or three-phase service is furnished by Silicon Valley Power, the Customer must maintain a balanced load as nearly as practicable between any two legs or phases. In no case shall the unbalance between any two legs or phases for single-phase load or three-phase load be greater than thirty percent (30%).

9.A.11 Overhead Service Requirements

Refer to Silicon Valley Power drawing OH550, latest revision.

9.A.12 Underground Service Requirements

Refer to Silicon Valley Power Engineering Standard UG 1000, latest revision.

9.A.13 Underground Service Riser

The Customer shall run a Service Lateral to a quadrant on a pole designated by Silicon Valley Power. The Customer shall terminate the Service Lateral conduit 8'-0" above ground level and provide sufficient cable to reach the secondary cable and coil wire at 8'-0" level. Silicon Valley Power will run cables up the pole, install molding, and make connections to the secondary cable. The Customer will be required to sign a riser agreement prepared by Silicon Valley Power before work can be performed.

9.B CUSTOMER SERVICE VOLTAGES

9.B.1 Voltage Limits

Under normal Distribution System conditions, Silicon Valley Power's distribution circuits will be operated to the extent practicable to maintain secondary service voltage levels at the meter within service voltage ranges of + 5% of the Standard Service voltages shown in Table 9.1.

9. DESCRIPTION OF STANDARD ELECTRIC SERVICE

(Continued)

9.B.2 Exceptions to Voltage Limits

Voltage may be outside the limits specified when variations arise from:

- 9.B.2.(a) Disturbances from acts of nature;
- 9.B.2.(b) Infrequent momentary fluctuations;
- 9.B.2.(c) Service interruptions;
- 9.B.2.(d) Temporary separation of parts of the Distribution System from the main system;
- 9.B.2.(e) Causes beyond the control of Silicon Valley Power, including degradation or failure of customer equipment;
- 9.B.2.(f) Material or equipment failure;
- 9.B.2.(g) Starting of motors that have higher than normal locked rotor currents of three times running current.

9. DESCRIPTION OF STANDARD ELECTRIC SERVICE*(Continued)***Table 9.1 - Service Voltages**

SERVICE TYPE	OVERHEAD	MAX SIZE	UNDERGROUND	MAX SIZE
RESIDENTIAL	120/208V 1 ϕ 3W	400 Amp	120/208V 1 ϕ 3W	400 Amp
(Single family Multiple family [Apts.]	120/240V 1 ϕ 3W	400 Amp	120/240V 1 ϕ 3W	400 Amp
INDUSTRIAL/	120/208V 1 ϕ 3W	400 Amp	120/208V 1 ϕ 3W	400 Amp
COMMERCIAL	120/240V 1 ϕ 3W	400 Amp	120/208V 3 ϕ 4W	3000 Amp
	120/208V 3 ϕ 4W	1200 Amp	480V 3 ϕ 3W	4000 Amp
	120/240V 3 ϕ 4W	1200 Amp	480/277V 3 ϕ 4W	4000 Amp
	480V 3 ϕ 3W	600 Amp	12,000V 3 ϕ 3W	*
	12,000V 3 ϕ 3W	*		
	60,000V 3 ϕ 3W	*		

*By Agreement

Note: Service voltages listed are not available at all locations.
V = Volts, 1 ϕ = Single Phase, 3 ϕ = Three Phase, W = Wire
Three phase services for residential service is not allowed.

9. DESCRIPTION OF STANDARD ELECTRIC SERVICE

(Continued)

9.B.3 Conditions Beyond Control

It must be recognized that, because of conditions beyond the control of Silicon Valley Power or Customer, or both, there will be periods when sustained voltages outside of the service voltage ranges will occur. Utilization equipment may not operate satisfactorily under these conditions, and Silicon Valley Power or Customer protective devices may operate to protect the equipment. The Customer is responsible for the protection of Customer-owned equipment.

9.B.4 Voltage Regulation

Where the operation of the Customer's equipment requires unusually stable voltage regulation or other stringent voltage control beyond that furnished by Silicon Valley Power in the normal operation of its Distribution System, the Customer, at no expense to Silicon Valley Power, is responsible for installing, owning, operating, and maintaining any special or auxiliary equipment on the load side of the utility meter.

9.B.5 Customer Responsibility

The Customer will be responsible for designing and operating the service facilities between the Utility Connection Point and the utilization equipment to maintain proper utilization voltage at the line terminals of the utilization equipment.

9.C POWER FACTOR CORRECTION

The Customer may provide at their own expense power factor corrective equipment to increase the power factor as measured by Silicon Valley Power in order to avoid penalty charges contained in the applicable rate schedule.

9.D MASTER METER SERVICE TO MULTIPLE TENANTS/UNITS

9.D.1 When multiple tenants/units are served on the same Premises through a single metered Service Connection, the Owner may resell electric energy to tenants of the Premises provided either:

9.D.1.(a) Energy is separately metered and resold at rates identical with the rates of Silicon Valley Power that would apply if that Electric Service was furnished to the individual tenants or units directly by Silicon Valley Power, regardless of the rate the Owner is charged, and/or,

9.D.1.(b) The charge to the tenants for such electricity is absorbed in the rental charges for that individual tenant or unit with no separate

9. DESCRIPTION OF STANDARD ELECTRIC SERVICE

(Continued)

identifiable charge for electricity, and the rent does not vary with electric consumption.

- 9.D.2 If electricity is resold otherwise than provided for above, Silicon Valley Power may Discontinue Electric Service to the Owner, or furnish Electric Services directly to the individual tenants or units through separate meters installed at the sole cost of the Owner.
- 9.D.3 The responsibility for payment for all Electric Services furnished to individual tenants or units on the same Premises under Silicon Valley Power Rules and Regulations, and furnished through a single metered connection, shall be the obligation of the Owner. It shall further be the responsibility of the Owner to inform individual tenants or units of the method of metering Electric Services. Silicon Valley Power will have no contractual relationship with tenants of individual units, where a Customer receives service through a single metered connection, nor a relationship created by payments made directly to Municipal Services Division on behalf of the Owner by tenants or other third parties.
- 9.D.4 As a condition of service for Master Meter Service, the Owner agrees to comply with the applicable Silicon Valley Power Rules and Regulations. As a further condition of service for Master Meter Service, the Owner agrees that Silicon Valley Power may inspect and examine the Owner's billing procedures from time to time to determine that such service is made in accordance with Silicon Valley Power Rules and Regulations, or as may be otherwise authorized by Silicon Valley Power.

10. RESPONSIBILITY FOR EQUIPMENT AND PROTECTIVE DEVICES

10.A RESPONSIBILITY FOR EQUIPMENT

10.A.1 The Customer shall, at the Customer's risk and expense, furnish, install and keep in good and safe condition, equipment and suitable housings that may be required for receiving, controlling, applying and utilizing electricity, regardless of the location of the transformers, meters, or other Silicon Valley Power Equipment. The City shall not be responsible or liable for any loss or damage caused by the improper installation of such electrical equipment, or the negligence, want of proper care or wrongful act of the Customer or of any of the Customer's tenants, agents, employees, contractors, licensees or permittee in installing, maintaining, using, operating, Tampering, or interfering with such equipment. The City shall not be responsible or liable for damage to Customer's property and/or equipment, either when the electricity is turned on originally or when turned on after a temporary shutdown, during normal operating conditions, times of local or Distribution System trouble and/or after Restoration. The City shall not be responsible or liable for damage to, or the failure of, any component of the Customer's equipment due to a defect in Customer's equipment or failure to maintain adequate protection as described in these Rules and Regulations.

10.A.2 The Customer shall exercise care to prevent Silicon Valley Power Equipment on the Customer Premises from being Tampered or interfered with, damaged, or destroyed. The Customer shall be liable for damage to Silicon Valley Power Equipment arising from negligence, want of proper care, or wrongful act of the Customer or Customer's tenants, agents, employees or contractors. If any defect is discovered by the Customer, the Customer shall promptly notify Silicon Valley Power.

10.A.3 In the event that Silicon Valley Power Equipment, located on the Customer's Premises is damaged, Silicon Valley Power will replace such equipment and the Customer may be liable for Total Cost of replacement of such Silicon Valley Power Equipment regardless of the circumstances or cause of such damage.

10.B PROTECTIVE DEVICES

10.B.1 It is the Customer's responsibility to furnish, install, inspect and keep in good and safe condition at the Customer's own risk and expense, all appropriate protective devices of any kind or character, which may be

10. RESPONSIBILITY FOR EQUIPMENT AND PROTECTIVE DEVICES

(Continued)

required to properly protect the Customer's facilities and equipment from any event caused without negligence by Silicon Valley Power or from any event caused by another Customer. Such events may include, but are not limited to, switching surges, voltage spikes, phase loss, phase reversal, or random voltage and/or frequency fluctuations. Silicon Valley Power is not responsible or liable for any loss or damage occasioned or caused by the negligence, or wrongful act of the Customer, or of any of that Person's agents, employees or licensees in omitting, installing, maintaining, using, operating or interfering with any such protective devices.

- 10.B.2 It is the Customer's responsibility to select and install such protective devices as may be necessary to coordinate properly with Silicon Valley Power's protective devices to avoid exposing other Customers to unnecessary Electric Service interruptions. Failure to provide appropriate protective devices or to properly coordinate said equipment with Silicon Valley Power's protective devices may result in discontinuance of Electric Service.

10.C GENERATION EQUIPMENT

Parallel or stand-by generation equipment shall be provided with controls and protective devices in accordance with Silicon Valley Power Rules and Regulations Section 11.

11. PARALLEL AND EMERGENCY GENERATION

11.A PARALLEL GENERATION

Except as provided in this section, any Customer-owned generator used for temporary power shall not be connected to Silicon Valley Power's Distribution System.

11.A.1 GENERAL REQUIREMENTS

- 11.A.1.(a) Subject to the minimum requirements listed below, non Silicon Valley Power-owned electric generators may be connected for Parallel Generation with Silicon Valley Power's Distribution System.
- 11.A.1.(b) Customer owning or operating Parallel Generation will be responsible for compliance with all laws, regulations and requirements of public bodies, agencies, or entities having jurisdiction before a generating source may be operated.
- 11.A.1.(c) A contract with the City shall be required for all Parallel Generation and charged/priced according to the applicable standby rate schedule.
- 11.A.1.(d) The Customer will submit to Silicon Valley Power, for review and written acceptance, equipment specifications and detailed plans for the proposed installation of all interconnection facilities to be furnished by the Customer. Silicon Valley Power review and written acceptance of the Customer's proposed equipment specifications and detailed plans does not confirm or endorse the Customer's design or the equipment's safety, durability or reliability. Silicon Valley Power is not responsible for strength, details of design adequacy, or capacity of equipment, nor is Silicon Valley Power's acceptance an endorsement of any equipment.
- 11.A.1.(e) No generating source will be operated in parallel with Silicon Valley Power's Distribution System until the interconnection facilities have been inspected by Silicon Valley Power and Silicon Valley Power has provided written approval to the Customer. Where rated output is greater than 100 kW, the Customer will pay the estimated cost of inspection.
- 11.A.1.(f) Only Silicon Valley Power is authorized to connect or Discontinue the Service Connection.

11. PARALLEL AND EMERGENCY GENERATION

(Continued)

- 11.A.1.(g) As per Silicon Valley Power Rules and Regulations Section 7, the City shall have immediate and unhindered access, without notice, to and from Silicon Valley Power's Equipment on Customer's Premises for any purpose reasonably connected with the furnishing of Electric Services, including but not limited to, inspection, reading, testing, maintenance, removal, and replacement of Silicon Valley Power Equipment.
- 11.A.1.(h) When access is not immediate and unhindered, Silicon Valley Power may Discontinue the interconnect facilities, without liability or notice, from Silicon Valley Power's Distribution System, and when the Customer is also an electric Customer, Silicon Valley Power may also Discontinue Electric Service.

11.A.2 INTERCONNECTION FACILITIES

- 11.A.2.(a) The Customer will be fully responsible to furnish, install, operate and maintain in good order and repair, without cost to Silicon Valley Power, equipment, and any control, protective and safety devices as Silicon Valley Power may require for Parallel Generation with Silicon Valley Power's Distribution System.
- 11.A.2.(b) The Customer may be required to reimburse Silicon Valley Power for installation of any equipment required as a result of the installation of a non Silicon Valley Power-owned generator in parallel with Silicon Valley Power's Distribution System. The Customer will be required to secure and/or provide rights of way, easements or actual dedications of real property for location of Silicon Valley Power interconnecting facilities if deemed by Silicon Valley Power to be necessary.

11. PARALLEL AND EMERGENCY GENERATION

(Continued)

11.A.3 ADDITIONS TO SILICON VALLEY POWER FACILITIES

11.A.3.(a) All additions, reinforcements, increase of capacity and extensions of Silicon Valley Power Equipment needed to make connection to non Silicon Valley Power-owned generators will be constructed at Customer's expense and must be approved by Silicon Valley Power. Any continuing ownership costs are the responsibility of Customer.

11.A.3.(b) The Customer will advance Silicon Valley Power's estimated costs of performing a preliminary or detailed engineering study as may be reasonably required to identify any Customer-related Silicon Valley Power Distribution System additions and reinforcements.

11.A.4 METERING

11.A.4.(a) Except as otherwise provided for by a Customer contract with the City, Silicon Valley Power will supply, own, and maintain all necessary meters and associated equipment utilized for billing and monitoring the Customer's generation load, including telemetering equipment. The Customer will supply, at no expense to Silicon Valley Power, panels, meter sockets or connection equipment on which meters will be mounted as required by Silicon Valley Power, and a Silicon Valley Power approved location for equipment. The Customer may be required to pay for any equipment that is in addition to the required equipment for a retail power Customer.

11.A.4.(b) Silicon Valley Power may install special meters to prevent reverse registration so that power deliveries to and from the Customer's equipment can be separately recorded.

11.A.5 OPERATION

11.A.5.(a) The Customer will notify Silicon Valley Power prior to energizing and start-up testing of the parallel or emergency generator. Silicon Valley Power has the right to have a representative present at any test.

11. PARALLEL AND EMERGENCY GENERATION

(Continued)

- 11.A.5.(b) The Customer's generation while operating in parallel with Silicon Valley Power's Distribution System is at all times subject to the Rules and Regulations of Silicon Valley Power.
- 11.A.5.(c) The Customer will maintain operating communications with Silicon Valley Power and will coordinate in advance all Distribution System paralleling, separation, shut-downs and equipment clearances.
- 11.A.5.(d) Silicon Valley Power can Discontinue the Parallel Generation Customer in order to construct, install, maintain, repair, replace, or inspect Silicon Valley Power facilities, and for emergencies, forced outages, and for any reason due to operating conditions on the Distribution System at the sole discretion of Silicon Valley Power.
- 11.A.5.(e) Silicon Valley Power is not liable for lost generation.
- 11.A.5.(f) The Customer shall at all times keep and maintain a detailed generator operations log. Such log shall include, but not be limited to, information on unit availability, maintenance outages, circuit breaker trip operations and unusual events. Silicon Valley Power can review the Customer's operations log upon agreed intervals between the Customer and Silicon Valley Power.
- 11.A.5.(g) The Customer shall furnish reactive power as may be reasonably required by Silicon Valley Power.

11.A.6 INTERFERENCE WITH QUALITY OF ELECTRIC SERVICE AND COMMUNICATIONS

- 11.A.6.(a) Silicon Valley Power can refuse to connect or remain connected to any new or existing equipment that may interfere with the quality of Silicon Valley Power operation or Electric Service to its Customers.
- 11.A.6.(b) The Customer will not operate equipment that superimposes upon Silicon Valley Power's Distribution System, a voltage or current, which causes interference with Silicon Valley Power's operations, Electric Service to Silicon Valley Power's Customers or interference to communication facilities. If the Customer causes Electric Service interference

11. PARALLEL AND EMERGENCY GENERATION

(Continued)

to others, the Customer must take corrective action at the Customer's expense after either being Discontinued or given notice, and reasonable time to do so by Silicon Valley Power, if interference can be tolerated by the affected Customer. If the Customer does not take corrective action, or continues to operate the equipment causing the interference without restriction or limit, Silicon Valley Power may, at the Customer's expense and without liability, disconnect the Customer's equipment from Silicon Valley Power's Distribution System until a suitable permanent solution provided by the Customer and acceptable to Silicon Valley Power is operational.

11.A.7 CUSTOMER RESPONSIBILITY FOR EQUIPMENT

- 11.A.7.(a) The Customer shall be solely responsible for the transmission and delivery of all Electric Services over or through the Customer's wires and equipment, and Silicon Valley Power shall not be responsible for any loss or damage. The Customer shall also be responsible for the installation and maintenance of all equipment not installed by Silicon Valley Power, including conduits, manholes and vaults.
- 11.A.7.(b) The Customer shall exercise care to prevent Silicon Valley Power Equipment, on the Customer Premises, from being damaged, destroyed, Tampered or interfered with. If any defect is discovered by the Customer, the Customer shall promptly notify Silicon Valley Power.

11. PARALLEL AND EMERGENCY GENERATION

(Continued)

11.B EMERGENCY OR STANDBY GENERATION

11.B.1 GENERAL

This rule applies to Customer-owned or leased, permanent or portable, conventional or unconventional (solar, fuel cell and other) generator installations that are capable of being connected in emergency situations to the Customer's electric system which is normally furnished from Silicon Valley Power's Distribution System. This rule does not apply to such generator installations that are specifically permitted by a written agreement or service contract to operate in parallel with Silicon Valley Power's Distribution System.

11.B.2 NOTIFICATION

The Customer shall notify Silicon Valley Power of the location, or intended location, of the generator installation on the Customer Premises. Furthermore, the Customer shall furnish generator information to Silicon Valley Power as required in Silicon Valley Power's Portable or Permanent Electric Generator Report Form.

11.B.3 REQUIREMENT FOR ALL EMERGENCY GENERATOR INSTALLATIONS

Any non-Silicon Valley Power-owned emergency or standby generation equipment that can be operated to supply power to facilities that are normally supplied from Silicon Valley Power's Distribution System, shall be controlled with suitable protective and isolation devices by the Customer in a fail-safe manner to prevent parallel operation with Silicon Valley Power's Distribution System.

11.B.4 REQUIREMENTS FOR PORTABLE EMERGENCY ELECTRIC GENERATORS

11.B.4.(a) Any portable electric generator intended to be temporarily connected to the Customer's electric system shall be connected only after opening the Customer's main switch so that the Customer's electric system is isolated from Silicon Valley Power's Distribution System.

11.B.4.(b) The portable electric generator must be disconnected to isolate it from the Customer's electric system before the

11. PARALLEL AND EMERGENCY GENERATION

(Continued)

Customer's main switch can be closed to re-establish normal service from Silicon Valley Power's Distribution System.

11.B.5 REQUIREMENTS FOR PERMANENT EMERGENCY GENERATOR INSTALLATIONS

11.B.5.(a) Prior to installation, the Customer shall submit complete documentation regarding the generator installation to the City of Santa Clara Building Inspection Department for approval. Information should include, but is not limited to, description of the generator, controls, interlocks, single line diagrams, description of transfer operation and Silicon Valley Power required protective devices.

11.B.5.(b) The Customer shall not operate the emergency generator installation prior to the installation approval granted by the City.

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SILICON VALLEY POWER

RULES AND REGULATIONS

CITY OF SANTA CLARA



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SILICON VALLEY POWER RULES AND REGULATIONS CITY OF SANTA CLARA



1. GENERAL STATEMENT AND DEFINITIONS

1.A GENERAL STATEMENT

This document shall be referred to as the Silicon Valley Power, City of Santa Clara, Rules and Regulations. Silicon Valley Power will furnish Electric Services in accordance with these adopted Rules and Regulations and all other applicable City of Santa Clara resolutions and ordinances to any Customer within the corporate limits of the City of Santa Clara, and to areas outside City limits as the City may designate. Silicon Valley Power, Finance and other City departments as circumstances require, jointly and singly retain the authority to enforce these Rules and Regulations.

1.B INCORPORATION OF MUNICIPAL SERVICES DIVISION RULES AND REGULATIONS

These Rules and Regulations hereby incorporate by reference all of the Rules and Regulations of the Municipal Services Division of the Department of Finance of the City of Santa Clara. Rules governing the establishment of credit, rendering and payment of bills, financial aspects of temporary service or discontinuance of service for electricity are contained in the Municipal Services Division Rules and Regulations.

1.C DEFINITIONS

Terms appearing with an initial letter capitalized, are defined terms. The definitions set forth in the Rules and Regulations for the Municipal Services Division, Department of Finance are incorporated by reference as set forth in full, and those definitions are not repeated here; reference should be made to Section 1.B of Municipal Services Division Rules and Regulations. Unless the particular provision or the context otherwise requires, the definitions and provisions contained in Silicon Valley Power Rules and Regulations Section 1.C and in Municipal Services Division Rules and Regulations Section 1.B, shall govern the construction, meaning, and application of words and terms used in these Rules

1. GENERAL STATEMENT AND DEFINITIONS (Continued)

and Regulations. The singular of a word or term shall include the plural and the plural shall include the singular. Such words or terms as defined in this Silicon Valley Power Rules and Regulations Section 1.B shall be initially capitalized when used in context of these Rules and Regulations.

City: The City of Santa Clara, California, acting through its elected officials or its duly authorized officers, employees, agents, or fictitious business names.

City Code: The Code of the City of Santa Clara, California.

City Employee: Any authorized City employee, agent or representative.

Customer: The Person, Persons, firm, association, governmental agency, corporation or other legal entity who use, are entitled to use, or benefit from the use of City of Santa Clara Utilities.

Discontinue: To stop the delivery of Utility Service to a Customer or physically limit or disconnect the Service Connection in such a way that only the City of Santa Clara can make full Restoration.

Distribution System: All overhead and/or underground equipment used to supply electricity to the Utility Connection Point.

Electric Service: Service, including but not limited to the provision of electricity and other related services by Silicon Valley Power and for which fees or rates are charged.

Energy Data Pulse: Digital signals that carry instantaneous energy use information and which are produced by Silicon Valley Power installed pulse generating equipment.

Master Meter Service: When multiple tenants/units are served Electric Service on the same Premises through a single metered Service Connection.

Municipal Services Division: The Municipal Services Division of the Finance Department that is responsible for the billing and collection of fees and charges for Utility Services.

Owner: The legal owner of Premises receiving one or more Municipal Services, or the authorized agent of such legal owner.

Parallel Generation: The production and delivery of electric power ~~electrically connected~~ to the Distribution System by generators not owned or controlled by Silicon Valley Power.

1. GENERAL STATEMENT AND DEFINITIONS (Continued)

Person: Any individual, partnership, corporation, public agency, or other organization operating as a single entity.

Premises: Any building, lot, parcel, real estate, land, or portion of land, whether improved or unimproved, occupied or unoccupied, including adjacent streets, sidewalks, pathways, parking strips, all structures, electrical equipment or portions thereof occupied or operated by a Customer or tenants of Customer and situated on an integral parcel of land undivided by a public highway, street or railway to which one or more Utility Services is or could be provided.

~~**Renewable Electrical Generation Facility:** A Parallel Generation facility consisting only of generation equipment that meets the definition of “renewable electrical generation facility” as defined in Section 25741 of the California Public Resources Code, as amended from time to time.~~

Restoration: The reconnection of a full Service Connection or other resumption of electric and/or water service that has been Discontinued.

Service Lateral: The group of conductors, whether overhead or underground, necessary to connect the Customer’s Utility Connection Point to Silicon Valley Power’s Distribution System, regardless of the location of Silicon Valley Power’s meters or transformers. An overhead Service Connection, sometimes referred to as a “Service Drop,” is the group of conductors between the Customer’s building or other permanent support and Silicon Valley Power’s adjacent pole.

Service Voltage: The voltage at the point of metering.

Silicon Valley Power or SVP: The fictitious business name through which the City of Santa Clara operates its Electric Department.

Silicon Valley Power Equipment: Any property, facility, apparatus, or material associated with providing Electric Service including, but not limited to, ducts, conduits, conductors, transformers, protective devices, wiring, switches, and meters.

Silicon Valley Power’s Operating Convenience: The utilization of facilities or practices that contribute to the overall efficiency, safety or reliability of the electric utility operations. Silicon Valley Power’s Operating Convenience does not refer to Customer convenience or adoption of practices required to comply with applicable ordinances, rules and regulations, or similar requirements of public authorities.

1. GENERAL STATEMENT AND DEFINITIONS (Continued)

Tamper: To rearrange, bypass, damage, alter, interfere with, or actions that could cause and/or prevent the normal functioning of Silicon Valley Power Equipment.

Total Cost: The sum of all direct and indirect expenses including labor, material, overhead and use of Silicon Valley Power Equipment to complete a particular repair or addition to the Distribution System, and the cost of associated resources consumed.

Utility Connection Point: The point of delivery of electricity to a Customers Premises as determined by Silicon Valley Power.

2. NOTICES

2.A NOTICES TO THE CUSTOMER

Notice that the City may give to a Customer shall be given in writing, either delivered in person or properly enclosed in a sealed envelope and deposited in the United States Mail, postage prepaid, addressed to the Customer's last known address.

2.B NOTICES TO SILICON VALLEY POWER

If such notice concerns a proposed increase in load, a relocation of Electric Service, an increase in size of Electric Service, or installation of an electric generator, to:

Silicon Valley Power
Attn.: Distribution Estimating
1500 Warburton Ave.
Santa Clara, CA 95050

3. CONTRACTS

3.A ELECTRIC SERVICE CONTRACTS

Contracts will not be required as a condition of providing Electric Service except:

- 3.A.1 As conditions in the regular schedule of rates approved or accepted by the City;
- 3.A.2 As required for electric extensions for Temporary Electric Service or speculative projects;
- 3.A.3 As required for street lighting service;
- 3.A.4 As required for construction purposes as a condition of providing Electric Service;
- 3.A.5 As required for Electric Service which in the judgment of Silicon Valley Power requires special operating conditions or Silicon Valley Power's Operating Convenience;
- 3.A.6 As required for non Silicon Valley Power-owned Parallel Generation;
- 3.A.7 As required to provide Energy Data Pulses;
- 3.A.8 As required to provide Net Metering for photovoltaic interconnection.

4. RATES, OPTIONAL RATES AND RATE SCHEDULES

4.A RATES

The rates to be charged by and paid to Municipal Services Division for Electric Service shall be the rates legally in effect and on file with the City Clerk, where they shall be available for public inspection. Unless otherwise stated on the schedule itself, the rate schedules of Silicon Valley Power are only applicable for Electric Services furnished entirely by Silicon Valley Power without interconnection with any other source of supply.

4.B TEMPORARY RATE SCHEDULE

An Applicant for Electric Service may be assigned a temporary rate schedule until qualification parameters for the appropriate rate schedule are met. The temporary rate schedule period shall not exceed twelve (12) months and any change in rate schedule due to new Electric Service qualification will apply retroactive to the date of such qualification. The selection of the temporary rate schedule shall be made by Municipal Services Division, and shall be based on historical usage of the Premises, Customer, or an estimate of usage if historical usage is not available, or as otherwise provided for by these Rules and Regulations.

4.C ESTABLISHMENT OF NEW OR OPTIONAL RATES

- 4.C.1 The City will take measures as may be practicable to inform all Customers who may be eligible for Electric Service under new or modified rate schedules.
- 4.C.2 In the case where the City adopts new rate schedules which allow a Customer to qualify for more than one rate or schedule, the Customer may request Municipal Services Division assistance in selecting the most appropriate rate or schedule, resulting in the lowest charges for the Customer, or in the absence of a request, Municipal Services Division shall have the authority to make the selection based on the available information.

4. RATES, OPTIONAL RATES AND RATE SCHEDULES (Continued)

4.D REASSESSMENT OF RATE SCHEDULE QUALIFICATION

A Customer may request a reassessment of their qualification for a particular rate schedule. A change to a different applicable schedule, as approved by Municipal Services Division, shall become effective after the next regular meter reading following the date of approval by Municipal Services Division. The effective date may be delayed if a change in Electric Service hardware, electric meter or other associated equipment is required. Municipal Services Division will not be required to make a change in rate schedules after the initial change until twelve (12) consecutive months of Electric Service have been rendered under the schedule then in effect, unless a new schedule is requested in writing and authorized by Municipal Services Division, or unless operating conditions have changed sufficiently to warrant a change in schedule. Notices shall be served as indicated in Silicon Valley Power Rules and Regulations Section 2.

5. METER RE-READS, METER TESTS AND BILLING ADJUSTMENTS

5.A REQUEST BY A CUSTOMER FOR A METER TO BE RE-READ

A Customer may request Municipal Services Division to re-read the electric meter and make adjustments, if necessary, to render an accurate billing in accordance with the limits set by Municipal Services Division Rules and Regulations Section 6.H. Municipal Services Division shall respond to requests for meter re-reads once every six (6) months at no charge. Municipal Services Division shall levy a charge set forth in the Municipal Fee Schedule, adopted by resolution of the City Council, for each additional request within the same six (6) month period, unless the re-read indicates that a read error has resulted in an incorrect billing to the Customer.

5.B METER TEST INITIATED BY SILICON VALLEY POWER

Each electric meter will be tested at regular intervals as determined by Silicon Valley Power. If the meter in question falls outside the tolerance guidelines of more than two percent (2%) fast or slow under conditions of normal operations, subsequent charge or credit adjustments will be limited to the parameters set by Municipal Services Division Rules and Regulations Section 6.H.3.

5.C METER TEST INITIATED BY A CUSTOMER REQUEST

5.C.1 A request for a meter test must be submitted to Municipal Services Division, and the meter shall be tested in accordance with these Rules and Regulations.

5.C.2 Each Customer is entitled to one free meter test per year. A fee will be charged for every meter test thereafter within the same one year period. If the meter is found, upon testing, to register more than two percent (2%) fast or slow under conditions of normal operations, no fee will be charged regardless of how many times the meter is tested in one year.

5.D ADJUSTMENT OF BILLS FOR METER ERROR

5.D.1 Fast Meters

When, as the result of any test, a meter under normal conditions is found to be registering more than two (2%) greater than actual consumption,

**5. METER RE-READS, METER TESTS AND BILLING ADJUSTMENTS
(Continued)**

Municipal Services Division shall make necessary adjustments to the Customer's bill (credit or charge) to correct the overcharge based on the corrected meter readings (0% greater than actual consumption) for the period in which the meter was in use in accordance with Municipal Services Division Rules and Regulations Section 6.H.3.

5.D.2 Slow Meters

Upon testing, if a meter under normal conditions is found to register less than ninety-eight percent (98%) of the actual consumption, Municipal Services Division may render a bill for the undercharge based on the corrected meter readings (100% actual consumption) for the period in which the meter was in use in accordance with Municipal Services Division Rules and Regulations Section 6.H.3.

5.D.3 Non-registering Meters

Municipal Services Division may bill the Customer for energy consumed while the meter was not registering. At Municipal Services Division's option, the bill will be computed on an estimate of consumption based on the Customer's use during the same season of the preceding year or based on an alternate method of estimation determined by Municipal Services Division, which includes, but is not limited to, the City's experience with Customer's usage on the same rate schedule; and the general characteristics of the Customer's operations.

6. SILICON VALLEY POWER DISTRIBUTION SYSTEM ON CUSTOMER PREMISES

6.A NEW DEVELOPMENTS

All new developments shall be in accordance with Section 17.15.210 of the City Code.

6.B EXISTING DEVELOPMENTS

For changes to an existing Electric Service, the Customer shall provide, without cost to Silicon Valley Power, all required facilities as listed in Section 17.15.210(b) of the City Code prior to any work performed by Silicon Valley Power. The Customer shall pay to Silicon Valley Power a load increase fee as listed in the current Municipal Fee Schedule.

6.C RELOCATION OF EXISTING SILICON VALLEY POWER EQUIPMENT

Any relocation of existing Silicon Valley Power Equipment necessitated by development shall be paid for by the requesting party.

6.D EASEMENTS

Electric easements shall be provided by the Customer for all Silicon Valley Power Equipment except overhead service drops. Silicon Valley Power will determine the location of any necessary easements and prepare document(s) for the Customer's signature, unless such easements are dedicated to Silicon Valley Power on a tract or parcel map.

7. ACCESS, INTERFERENCE, TAMPERING, AND ENERGY THEFT

7.A SILICON VALLEY POWER RIGHT OF ACCESS

- 7.A.1 Customer shall provide Silicon Valley Power with immediate and unhindered access, without notice, to and from Customer Premises for any purpose reasonably connected with the supply of Electric Service, including but not limited to, inspection, reading, testing, maintenance, removal, and replacement of Silicon Valley Power Equipment.
- 7.A.2 When access to Customer Premises is not immediate and unhindered, Silicon Valley Power may take any enforcement actions permitted by Section 1.05.070 of the City Code, and in addition, any civil or criminal remedies available to Silicon Valley Power under state law or the City Code. Furthermore, Silicon Valley Power may require Customer to provide, without cost to Silicon Valley Power, a new approved location for access to Silicon Valley Power Equipment.

7.B INTERFERENCE

Any Person preventing or interfering with any City Employee in the lawful discharge of his or her duties is subject to arrest, prosecution, and punishment in accordance with California Penal Code Section 71 as such section may be amended from time to time by the State Legislature.

7.C TAMPERING; THEFT OF ELECTRIC SERVICE

Tampering with Silicon Valley Power Equipment and/or theft of Electric Service is a violation of California Penal Code Section 498 and Section 13.05.070 of the City Code. In addition to the penalties for theft of Electric Services set forth in California Penal Code Section 498 and Section 13.05.070 of the City Code, as such section may be amended from time to time, such conduct shall constitute grounds for the discontinuance of Electric Service by Silicon Valley Power until such time as arrangements satisfactory to Silicon Valley Power are made to reimburse Silicon Valley Power for the full value of electric Service unlawfully obtained.

8. SHORTAGE OF SUPPLY AND INTERRUPTION OF DELIVERY

8.A SHORTAGE OF SUPPLY

- 8.A.1 Silicon Valley Power will exercise reasonable diligence and care to furnish and deliver a continuous and sufficient supply of Electric Services to the Customer, but does not guarantee continuity or sufficiency of supply. Silicon Valley Power will not be liable for any damage resulting from the interruption, shortage, or insufficient supply of Electric Services to the Customer.
- 8.A.2 If a shortage of supply occurs, Silicon Valley Power will make an apportionment of the available supply of energy among Customers as ordered or directed by the City Council. In the absence of an order or direction by the City Council, the City Manager will apportion the available supply of energy among Customers in a reasonable manner.

8.B INTERRUPTION OF SUPPLY

- 8.B.1 Silicon Valley Power will have the right to temporarily suspend Electric Service whenever necessary to make repairs or improvements to its Distribution System. As circumstances permit, notice will be given to Customers affected thereby, and the repairs or improvements will be completed as rapidly as possible during normal Silicon Valley Power working hours, and where possible, with the least inconvenience to the Customers.
- 8.B.2 When requested by the Customer, and where circumstances permit some flexibility in scheduling of necessary repairs or improvements, Silicon Valley Power may at its sole option perform the work during other than normal Silicon Valley Power working hours for the increased convenience of the Customer, providing that the Customer agrees in writing, prior to the performance of said work, to pay for the Total Cost incurred by Silicon Valley Power as a result of performing said work at other than during normal Silicon Valley Power working hours.

9. DESCRIPTION OF STANDARD ELECTRIC SERVICE

9.A GENERAL REQUIREMENTS

9.A.1 Service Frequency

Alternating current of approximately 60 Hertz (cycles per second) frequency is furnished by Silicon Valley Power.

9.A.2 Utility Connection Point

Silicon Valley Power will determine the location of the Utility Connection Point, service voltage, and whether service is overhead or underground. The Customer shall run its Service Lateral to this point. Silicon Valley Power will make the connection.

9.A.3 Service Lateral

The Customer shall provide, install, and maintain its Service Lateral in accordance with the City building and electrical codes.

9.A.4 Number of Electric Services

Unless otherwise provided by these Rules and Regulations, only one Electric Service shall be provided to a building. More than one Electric Service for an industrial or commercial Customer may be provided under the following conditions.

9.A.4.(a) When the existing main service size exceeds the maximum allowable Ampere values in Table 9.1 on page17.

9.A.4.(b) When developments with special circumstances such as long or large buildings make it impractical to provide one Electric Service and the loads are too small for a 12kV service.

9. DESCRIPTION OF STANDARD ELECTRIC SERVICE

(Continued)

9.A.5 12kV Service

9.A.5.(a) If estimated electric load demand exceeds 2MVA or service size exceeds 4000 Amperes at 480 Volts for a building in new developments, the Customer shall take service at 12 kV. If electric load for a single metered location service exceeds 4.5MVA, additional 12kV service(s) may be provided.

9.A.5.(b) For all new 12 kV services the Customer shall furnish the 12 kV main breaker(s) with protective relays for coordination with Silicon Valley Power's Distribution System.

9.A.5.(c) For any existing 12 kV service that is being modified, upgraded, or is subject to a load increase due to addition of new facilities, the 12 kV switchgear shall be upgraded to meet the same requirements as noted above for new services.

9.A.6 Meter Location

All electric meters shall be located outside of Customer's building or in a utility room directly accessible from the outside by an unalarmed door. The Customer shall provide keys to Silicon Valley Power for access.

9.A.7 Equipment Furnished by Customer

9.A.7.(a) All service switches, fuses, meter sockets, meter and instrument transformer housings and similar devices, regardless of voltage, required in connection with Electric Service and meter installation on Customer Premises will be furnished, installed and maintained by the Customer and meet appropriate Silicon Valley Power approvals.

9.A.7.(b) If it is necessary for the Customer to have access to equipment previously sealed by Silicon Valley Power, the Customer must contact the Silicon Valley Power Electric Meter Division for the removal and replacement of the seal.

9.A.8 Equipment Furnished by Silicon Valley Power

Silicon Valley Power will furnish and install the necessary instruments, transformers, meter test facilities, meters and wiring hardware required to complete the metering system.

9. DESCRIPTION OF STANDARD ELECTRIC SERVICE

(Continued)

9.A.9 Ownership of Equipment

All electrical equipment, installed by Silicon Valley Power upon Customer Premises for the purpose of, but not limited to, delivery and metering of Electric Services shall continue to be the property of Silicon Valley Power. No rent or other charge shall be made against Silicon Valley Power for placing or maintaining electrical equipment upon the Customer Premises.

9.A.10 Load Balancing

When single phase or three-phase service is furnished by Silicon Valley Power, the Customer must maintain a balanced load as nearly as practicable between any two legs or phases. In no case shall the unbalance between any two legs or phases for single-phase load or three-phase load be greater than thirty percent (30%).

9.A.11 Overhead Service Requirements

Refer to Silicon Valley Power drawing OH550, latest revision.

9.A.12 Underground Service Requirements

Refer to Silicon Valley Power Engineering Standard UG 1000, latest revision.

9.A.13 Underground Service Riser

The Customer shall run a Service Lateral to a quadrant on a pole designated by Silicon Valley Power. The Customer shall terminate the Service Lateral conduit 8'-0" above ground level and provide sufficient cable to reach the secondary cable and coil wire at 8'-0" level. Silicon Valley Power will run cables up the pole, install molding, and make connections to the secondary cable. The Customer will be required to sign a riser agreement prepared by Silicon Valley Power before work can be performed.

9.B CUSTOMER SERVICE VOLTAGES

9.B.1 Voltage Limits

Under normal Distribution System conditions, Silicon Valley Power's distribution circuits will be operated to the extent practicable to maintain secondary service voltage levels at the meter within service voltage ranges of + 5% of the Standard Service voltages shown in Table 9.1.

9. DESCRIPTION OF STANDARD ELECTRIC SERVICE

(Continued)

9.B.2 Exceptions to Voltage Limits

Voltage may be outside the limits specified when variations arise from:

- 9.B.2.(a) Disturbances from acts of nature;
- 9.B.2.(b) Infrequent momentary fluctuations;
- 9.B.2.(c) Service interruptions;
- 9.B.2.(d) Temporary separation of parts of the Distribution System from the main system;
- 9.B.2.(e) Causes beyond the control of Silicon Valley Power, including degradation or failure of customer equipment;
- 9.B.2.(f) Material or equipment failure;
- 9.B.2.(g) Starting of motors that have higher than normal locked rotor currents of three times running current.

9. DESCRIPTION OF STANDARD ELECTRIC SERVICE*(Continued)***Table 9.1 - Service Voltages**

SERVICE TYPE	OVERHEAD	MAX SIZE	UNDERGROUND	MAX SIZE
RESIDENTIAL	120/208V 1 ϕ 3W	400 Amp	120/208V 1 ϕ 3W	400 Amp
(Single family Multiple family [Apts.]	120/240V 1 ϕ 3W	400 Amp	120/240V 1 ϕ 3W	400 Amp
INDUSTRIAL/	120/208V 1 ϕ 3W	400 Amp	120/208V 1 ϕ 3W	400 Amp
COMMERCIAL	120/240V 1 ϕ 3W	400 Amp	120/208V 3 ϕ 4W	3000 Amp
	120/208V 3 ϕ 4W	1200 Amp	480V 3 ϕ 3W	4000 Amp
	120/240V 3 ϕ 4W	1200 Amp	480/277V 3 ϕ 4W	4000 Amp
	480V 3 ϕ 3W	600 Amp	12,000V 3 ϕ 3W	*
	12,000V 3 ϕ 3W	*		
	60,000V 3 ϕ 3W	*		

*By Agreement

Note: Service voltages listed are not available at all locations.
V = Volts, 1 ϕ = Single Phase, 3 ϕ = Three Phase, W = Wire
Three phase services for residential service is not allowed.

9. DESCRIPTION OF STANDARD ELECTRIC SERVICE

(Continued)

9.B.3 Conditions Beyond Control

It must be recognized that, because of conditions beyond the control of Silicon Valley Power or Customer, or both, there will be periods when sustained voltages outside of the service voltage ranges will occur. Utilization equipment may not operate satisfactorily under these conditions, and Silicon Valley Power or Customer protective devices may operate to protect the equipment. The Customer is responsible for the protection of Customer-owned equipment.

9.B.4 Voltage Regulation

Where the operation of the Customer's equipment requires unusually stable voltage regulation or other stringent voltage control beyond that furnished by Silicon Valley Power in the normal operation of its Distribution System, the Customer, at no expense to Silicon Valley Power, is responsible for installing, owning, operating, and maintaining any special or auxiliary equipment on the load side of the utility meter.

9.B.5 Customer Responsibility

The Customer will be responsible for designing and operating the service facilities between the Utility Connection Point and the utilization equipment to maintain proper utilization voltage at the line terminals of the utilization equipment.

9.C POWER FACTOR CORRECTION

The Customer may provide at their own expense power factor corrective equipment to increase the power factor as measured by Silicon Valley Power in order to avoid penalty charges contained in the applicable rate schedule.

9.D MASTER METER SERVICE TO MULTIPLE TENANTS/UNITS

9.D.1 When multiple tenants/units are served on the same Premises through a single metered Service Connection, the Owner may resell electric energy to tenants of the Premises provided either:

9.D.1.(a) Energy is separately metered and resold at rates identical with the rates of Silicon Valley Power that would apply if that Electric Service was furnished to the individual tenants or units directly by Silicon Valley Power, regardless of the rate the Owner is charged, and/or,

9.D.1.(b) The charge to the tenants for such electricity is absorbed in the rental charges for that individual tenant or unit with no separate

9. DESCRIPTION OF STANDARD ELECTRIC SERVICE

(Continued)

identifiable charge for electricity, and the rent does not vary with electric consumption.

- 9.D.2 If electricity is resold otherwise than provided for above, Silicon Valley Power may Discontinue Electric Service to the Owner, or furnish Electric Services directly to the individual tenants or units through separate meters installed at the sole cost of the Owner.
- 9.D.3 The responsibility for payment for all Electric Services furnished to individual tenants or units on the same Premises under Silicon Valley Power Rules and Regulations, and furnished through a single metered connection, shall be the obligation of the Owner. It shall further be the responsibility of the Owner to inform individual tenants or units of the method of metering Electric Services. Silicon Valley Power will have no contractual relationship with tenants of individual units, where a Customer receives service through a single metered connection, nor a relationship created by payments made directly to Municipal Services Division on behalf of the Owner by tenants or other third parties.
- 9.D.4 As a condition of service for Master Meter Service, the Owner agrees to comply with the applicable Silicon Valley Power Rules and Regulations. As a further condition of service for Master Meter Service, the Owner agrees that Silicon Valley Power may inspect and examine the Owner's billing procedures from time to time to determine that such service is made in accordance with Silicon Valley Power Rules and Regulations, or as may be otherwise authorized by Silicon Valley Power.

10. RESPONSIBILITY FOR EQUIPMENT AND PROTECTIVE DEVICES

10.A RESPONSIBILITY FOR EQUIPMENT

10.A.1 The Customer shall, at the Customer's risk and expense, furnish, install and keep in good and safe condition, equipment and suitable housings that may be required for receiving, controlling, applying and utilizing electricity, regardless of the location of the transformers, meters, or other Silicon Valley Power Equipment. The City shall not be responsible or liable for any loss or damage caused by the improper installation of such electrical equipment, or the negligence, want of proper care or wrongful act of the Customer or of any of the Customer's tenants, agents, employees, contractors, licensees or permittee in installing, maintaining, using, operating, Tampering, or interfering with such equipment. The City shall not be responsible or liable for damage to Customer's property and/or equipment, either when the electricity is turned on originally or when turned on after a temporary shutdown, during normal operating conditions, times of local or Distribution System trouble and/or after Restoration. The City shall not be responsible or liable for damage to, or the failure of, any component of the Customer's equipment due to a defect in Customer's equipment or failure to maintain adequate protection as described in these Rules and Regulations.

10.A.2 The Customer shall exercise care to prevent Silicon Valley Power Equipment on the Customer Premises from being Tampered or interfered with, damaged, or destroyed. The Customer shall be liable for damage to Silicon Valley Power Equipment arising from negligence, want of proper care, or wrongful act of the Customer or Customer's tenants, agents, employees or contractors. If any defect is discovered by the Customer, the Customer shall promptly notify Silicon Valley Power.

10.A.3 In the event that Silicon Valley Power Equipment, located on the Customer's Premises is damaged, Silicon Valley Power will replace such equipment and the Customer may be liable for Total Cost of replacement of such Silicon Valley Power Equipment regardless of the circumstances or cause of such damage.

10.B PROTECTIVE DEVICES

10.B.1 It is the Customer's responsibility to furnish, install, inspect and keep in good and safe condition at the Customer's own risk and expense, all appropriate protective devices of any kind or character, which may be

10. RESPONSIBILITY FOR EQUIPMENT AND PROTECTIVE DEVICES

(Continued)

required to properly protect the Customer's facilities and equipment from any event caused without negligence by Silicon Valley Power or from any event caused by another Customer. Such events may include, but are not limited to, switching surges, voltage spikes, phase loss, phase reversal, or random voltage and/or frequency fluctuations. Silicon Valley Power is not responsible or liable for any loss or damage occasioned or caused by the negligence, or wrongful act of the Customer, or of any of that Person's agents, employees or licensees in omitting, installing, maintaining, using, operating or interfering with any such protective devices.

- 10.B.2 It is the Customer's responsibility to select and install such protective devices as may be necessary to coordinate properly with Silicon Valley Power's protective devices to avoid exposing other Customers to unnecessary Electric Service interruptions. Failure to provide appropriate protective devices or to properly coordinate said equipment with Silicon Valley Power's protective devices may result in discontinuance of Electric Service.

10.C **GENERATION EQUIPMENT**

Parallel or stand-by generation equipment shall be provided with controls and protective devices in accordance with Silicon Valley Power Rules and Regulations Section 11.

11. PARALLEL AND EMERGENCY GENERATION

11.A PARALLEL GENERATION

~~Only generating facilities that qualify as renewable electric generation facilities, as defined in these Rules and Regulations, will be connected for Parallel Generation with Silicon Valley Power's Distribution System.~~ Except as provided in this section, any Customer-owned generator used for temporary power shall not be connected to Silicon Valley Power's Distribution System.

11.A.1 GENERAL REQUIREMENTS

- 11.A.1.(a) Subject to the minimum requirements listed below, non Silicon Valley Power-owned electric generators may be connected for Parallel Generation with Silicon Valley Power's Distribution System.
- 11.A.1.(b) Customer owning or operating Parallel Generation will be responsible for compliance with all laws, regulations and requirements of public bodies, agencies, or entities having jurisdiction before a generating source may be operated.
- 11.A.1.(c) A contract with the City shall be required for all Parallel Generation and charged/priced according to the applicable standby rate schedule.
- 11.A.1.(d) The Customer will submit to Silicon Valley Power, for review and written acceptance, equipment specifications and detailed plans for the proposed installation of all interconnection facilities to be furnished by the Customer. Silicon Valley Power review and written acceptance of the Customer's proposed equipment specifications and detailed plans does not confirm or endorse the Customer's design or the equipment's safety, durability or reliability. Silicon Valley Power is not responsible for strength, details of design adequacy, or capacity of equipment, nor is Silicon Valley Power's acceptance an endorsement of any equipment.
- 11.A.1.(e) No generating source will be operated in parallel with Silicon Valley Power's Distribution System until the interconnection facilities have been inspected by Silicon Valley Power and Silicon Valley Power has provided written approval to the Customer. Where rated output is greater than 100 kW, the Customer will pay the estimated cost of inspection.

11. PARALLEL AND EMERGENCY GENERATION

(Continued)

11.A.1.(f) Only Silicon Valley Power is authorized to connect or Discontinue the Service Connection.

11.A.1.(g) As per Silicon Valley Power Rules and Regulations Section 7, the City shall have immediate and unhindered access, without notice, to and from Silicon Valley Power's Equipment on Customer's Premises for any purpose reasonably connected with the furnishing of Electric Services, including but not limited to, inspection, reading, testing, maintenance, removal, and replacement of Silicon Valley Power Equipment.

11.A.1.(h) When access is not immediate and unhindered, Silicon Valley Power may Discontinue the interconnect facilities, without liability or notice, from Silicon Valley Power's Distribution System, and when the Customer is also an electric Customer, Silicon Valley Power may also Discontinue Electric Service.

~~11.A.1.(i) Only generating facilities that qualify as renewable electric generation facilities, as defined in these Rules and Regulations, will be connected for Parallel Generation. With the exception of installations of solar photovoltaic systems, which are considered inherently renewable, Customers will be required to provide proof of eligible certification that the facility is a qualifying renewable electrical generation facility from the California Energy Commission prior to interconnection and upon request from Silicon Valley Power. All precertification and certification must be completed through the California Energy Commission's online application process found on the Commission's website. Customer will provide an annual attestation demonstrating continued compliance with the California Energy Commission's renewable certification status or documentation from a CEC approved reporting entity.~~

11.A.2 INTERCONNECTION FACILITIES

11.A.2.(a) The Customer will be fully responsible to furnish, install, operate and maintain in good order and repair, without cost to Silicon Valley Power, equipment, and any control, protective and safety devices as Silicon Valley Power may require for

11. PARALLEL AND EMERGENCY GENERATION

(Continued)

Parallel Generation with Silicon Valley Power's Distribution System.

- 11.A.2.(b) The Customer may be required to reimburse Silicon Valley Power for installation of any equipment required as a result of the installation of a non Silicon Valley Power-owned generator in parallel with Silicon Valley Power's Distribution System. The Customer will be required to secure and/or provide rights of way, easements or actual dedications of real property for location of Silicon Valley Power interconnecting facilities if deemed by Silicon Valley Power to be necessary.

11.A.3 ADDITIONS TO SILICON VALLEY POWER FACILITIES

- 11.A.3.(a) All additions, reinforcements, increase of capacity and extensions of Silicon Valley Power Equipment needed to make connection to non Silicon Valley Power-owned generators will be constructed at Customer's expense and must be approved by Silicon Valley Power. Any continuing ownership costs are the responsibility of Customer.
- 11.A.3.(b) The Customer will advance Silicon Valley Power's estimated costs of performing a preliminary or detailed engineering study as may be reasonably required to identify any Customer-related Silicon Valley Power Distribution System additions and reinforcements.

11.A.4 METERING

- 11.A.4.(a) Except as otherwise provided for by a Customer contract with the City, Silicon Valley Power will supply, own, and maintain all necessary meters and associated equipment utilized for billing and monitoring the Customer's generation load, including telemetering equipment. The Customer will supply, at no expense to Silicon Valley Power, panels, meter sockets or connection equipment on which meters will be mounted as required by Silicon Valley Power, and a Silicon Valley Power approved location for equipment. The Customer may be required to pay for any equipment that is in addition to the required equipment for a retail power Customer.

11. PARALLEL AND EMERGENCY GENERATION

(Continued)

11.A.4.(b) Silicon Valley Power may install special meters to prevent reverse registration so that power deliveries to and from the Customer's equipment can be separately recorded.

11.A.5 OPERATION

11.A.5.(a) The Customer will notify Silicon Valley Power prior to energizing and start-up testing of the parallel or emergency generator. Silicon Valley Power has the right to have a representative present at any test.

11.A.5.(b) The Customer's generation while operating in parallel with Silicon Valley Power's Distribution System is at all times subject to the Rules and Regulations of Silicon Valley Power.

11.A.5.(c) The Customer will maintain operating communications with Silicon Valley Power and will coordinate in advance all Distribution System paralleling, separation, shut-downs and equipment clearances.

11.A.5.(d) Silicon Valley Power can Discontinue the Parallel Generation Customer in order to construct, install, maintain, repair, replace, or inspect Silicon Valley Power facilities, and for emergencies, forced outages, and for any reason due to operating conditions on the Distribution System at the sole discretion of Silicon Valley Power.

11.A.5.(e) Silicon Valley Power is not liable for lost generation.

11.A.5.(f) The Customer shall at all times keep and maintain a detailed generator operations log. Such log shall include, but not be limited to, information on unit availability, maintenance outages, circuit breaker trip operations and unusual events. Silicon Valley Power can review the Customer's operations log upon agreed intervals between the Customer and Silicon Valley Power.

11.A.5.(g) The Customer shall furnish reactive power as may be reasonably required by Silicon Valley Power.

11.A.6 INTERFERENCE WITH QUALITY OF ELECTRIC SERVICE AND COMMUNICATIONS

11. PARALLEL AND EMERGENCY GENERATION

(Continued)

11.A.6.(a) Silicon Valley Power can refuse to connect or remain connected to any new or existing equipment that may interfere with the quality of Silicon Valley Power operation or Electric Service to its Customers.

11.A.6.(b) The Customer will not operate equipment that superimposes upon Silicon Valley Power's Distribution System, a voltage or current, which causes interference with Silicon Valley Power's operations, Electric Service to Silicon Valley Power's Customers or interference to communication facilities. If the Customer causes Electric Service interference to others, the Customer must take corrective action at the Customer's expense after either being Discontinued or given notice, and reasonable time to do so by Silicon Valley Power, if interference can be tolerated by the affected Customer. If the Customer does not take corrective action, or continues to operate the equipment causing the interference without restriction or limit, Silicon Valley Power may, at the Customer's expense and without liability, disconnect the Customer's equipment from Silicon Valley Power's Distribution System until a suitable permanent solution provided by the Customer and acceptable to Silicon Valley Power is operational.

11.A.7 CUSTOMER RESPONSIBILITY FOR EQUIPMENT

11.A.7.(a) The Customer shall be solely responsible for the transmission and delivery of all Electric Services over or through the Customer's wires and equipment, and Silicon Valley Power shall not be responsible for any loss or damage. The Customer shall also be responsible for the installation and maintenance of all equipment not installed by Silicon Valley Power, including conduits, manholes and vaults.

11.A.7.(b) The Customer shall exercise care to prevent Silicon Valley Power Equipment, on the Customer Premises, from being damaged, destroyed, Tampered or interfered with. If any defect is discovered by the Customer, the Customer shall promptly notify Silicon Valley Power.

11. PARALLEL AND EMERGENCY GENERATION

(Continued)

11.B EMERGENCY OR STANDBY GENERATION

11.B.1 GENERAL

This rule applies to Customer-owned or leased, permanent or portable, conventional or unconventional (solar, fuel cell and other) generator installations that are capable of being connected in emergency situations to the Customer's electric system which is normally furnished from Silicon Valley Power's Distribution System. This rule does not apply to such generator installations that are specifically permitted by a written agreement or service contract to operate in parallel with Silicon Valley Power's Distribution System.

11.B.2 NOTIFICATION

The Customer shall notify Silicon Valley Power of the location, or intended location, of the generator installation on the Customer Premises. Furthermore, the Customer shall furnish generator information to Silicon Valley Power as required in Silicon Valley Power's Portable or Permanent Electric Generator Report Form.

11.B.3 REQUIREMENT FOR ALL EMERGENCY GENERATOR INSTALLATIONS

Any non-Silicon Valley Power-owned emergency or standby generation equipment that can be operated to supply power to facilities that are normally supplied from Silicon Valley Power's Distribution System, shall be controlled with suitable protective and isolation devices by the Customer in a fail-safe manner to prevent parallel operation with Silicon Valley Power's Distribution System.

11.B.4 REQUIREMENTS FOR PORTABLE EMERGENCY ELECTRIC GENERATORS

11.B.4.(a) Any portable electric generator intended to be temporarily connected to the Customer's electric system shall be connected only after opening the Customer's main switch so that the Customer's electric system is isolated from Silicon Valley Power's Distribution System.

11.B.4.(b) The portable electric generator must be disconnected to isolate it from the Customer's electric system before the

11. PARALLEL AND EMERGENCY GENERATION

(Continued)

Customer's main switch can be closed to re-establish normal service from Silicon Valley Power's Distribution System.

11.B.5 REQUIREMENTS FOR PERMANENT EMERGENCY GENERATOR INSTALLATIONS

11.B.5.(a) Prior to installation, the Customer shall submit complete documentation regarding the generator installation to the City of Santa Clara Building Inspection Department for approval. Information should include, but is not limited to, description of the generator, controls, interlocks, single line diagrams, description of transfer operation and Silicon Valley Power required protective devices.

11.B.5.(b) The Customer shall not operate the emergency generator installation prior to the installation approval granted by the City.

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Agenda Report

20-1370

Agenda Date: 2/25/2020

REPORT TO COUNCIL

SUBJECT

Action on Appointing a City of Santa Clara Bicycle Pedestrian Advisory Committee Member to Serve as the City's Representative on the Santa Clara Valley Transportation Authority Bicycle Pedestrian Advisory Committee [Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure]

BACKGROUND

The Santa Clara Valley Transportation Authority (VTA) requests that cities appoint members to its Bicycle and Pedestrian Advisory Committee (BPAC). The VTA BPAC is comprised of one representative from each of the sixteen member agencies, which includes the City of Santa Clara. VTA BPAC members serve two-year terms starting on July 1 and ending on June 30 of the second year and may serve successive terms. The VTA BPAC advises the VTA Board on matters pertaining to funding and planning issues for bicycle and pedestrian projects and serves as the countywide bicycle advisory committee for Santa Clara County. Typical duties involve review of regional plans related to bicycling and walking, review of funding proposals for projects and consideration of specialized issues of regional or cross-jurisdictional significance.

DISCUSSION

Rafael Rius, a Santa Clara BPAC member, has indicated he will no longer be a member of the VTA BPAC after December 31, 2019. As a result, VTA has requested that Santa Clara appoint a City representative to the VTA BPAC to complete Rafael Rius' term, which ends in June 2020. Staff has requested that the VTA consider an amendment to their appointment rules to allow the City Council's appointment to extend to June 2022. VTA staff indicated support for this proposal to minimize the administrative burdens of Santa Clara and the VTA and to provide continuity. This proposal will be discussed at the VTA Governance and Audit Committee in March 2020.

The VTA BPAC appointee will serve a term which will begin after the VTA Board of Directors ratifies the appointment and end on June 30, 2022. Members must live and/or work in Santa Clara County during their term. VTA requires that the appointee be either a representative of the City's BPAC or an individual interested in bicycle or pedestrian issues and not a City or VTA staff person.

At the January 27, 2020 BPAC meeting, the Santa Clara BPAC voted to recommend to Council that member Betsy Megas serve as the City of Santa Clara's VTA BPAC representative. Betsy Megas' membership on both the City and VTA BPAC facilitates communication between the City and the other member agencies.

To ensure that Santa Clara has VTA BPAC representation as soon as possible, this action precedes the VTA's Governance and Audit Committee set for March 2020 in which the proposed term extension to June 2022 will be discussed. If the VTA does not approve this extension, staff will return to Council this summer for a new VTA BPAC appointment.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

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

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City’s official notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City’s website and in the City Clerk’s Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk’s Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>> or at the public information desk of any City of Santa Clara public library. In addition, this item was discussed at the City’s Bicycle and Pedestrian Advisory Committee meeting on January 27, 2020.

RECOMMENDATION

Appoint the City of Santa Clara Bicycle Pedestrian Advisory Committee member Betsy Megas to serve as the City’s representative on the Santa Clara Valley Transportation Authority Bicycle Pedestrian Advisory Committee.

Reviewed by: Craig Mobeck, Director of Public Works

Approved by: Deanna J. Santana, City Manager



Agenda Report

20-1453

Agenda Date: 2/25/2020

REPORT TO COUNCIL

SUBJECT

Action on Authorizing the City Manager to Accept the Public Park and Trail Easements at Santa Clara Square from 3255 Scott Boulevard, LLC et al. and to Record the Related Documents [Council Pillar: Enhance Community Sports & Recreational Assets]

BACKGROUND

On January 12, 2016, Council adopted Ordinance No. 1948, which approved a Development Agreement (DA) with the Irvine Company for the Santa Clara Square Mixed-Use project, located at 2600-2610 Augustine Drive. The DA was recorded on February 12, 2016 in Santa Clara County and indicated the City's intent to accept public parks and trails. The Project would construct and dedicate 4.14-acres of public parkland in the form of a neighborhood park, a mini park, and a trail easement that would be added to the City's park inventory.

On April 9, 2019, Council authorized City Manager to execute the Park Improvement Agreement (Refer to File 19-143) that outlines the requirements of 3255 Scott Boulevard, LLC et al. (Developer) for the design and construction of the parkland improvements, and a Park Maintenance Agreement (Attachment 1) that outlines the requirements of Developer for the maintenance of the parks for 40 years.

DISCUSSION

As of February 2020, the Developer has moved toward significant completion of the construction of the anticipated public park and easements. Pursuant to the Park Improvement Agreement which set the terms and conditions for the construction and acceptance of the parks according to the Council approved schematic design and phasing plan, the Developer and City have prepared the procedures and documents for acceptance of the completed improvements (Attachment 2) and the grant documents transferring title to City for the 1.86 Meadow Park (Attachment 3) and dedicating Public Park Easements for Redwood Trail and Trail Connection (Attachment 4).

The Council actions contemplated in this report include authorizing the City Manager to execute the Meadow Park Grant Deed to transfer the park to the City, the "Redwood Trail" and "Trail Connection" easements grant which will grant a nonexclusive easement and right-of-way to the City, as well as to record the documents including the previously approved and executed Park Maintenance Agreement, dated April 9, 2019.

ENVIRONMENTAL REVIEW

The action being considered was analyzed in the Environmental Impact Report (EIR) for the Santa Clara Square Residential/Mixed-Use Project, which specifically contemplated the construction of parks, and was adopted and certified on December 15, 2015 (Resolution No. 15-8270) pursuant to the California Environmental Quality Act (CEQA) (Public Resources Code Section 21000 et seq.).

FISCAL IMPACT

There is no fiscal impact to the General Fund for the current action except for minor administrative tasks. Developer will maintain the parks for 40 years as outlined in the Park Maintenance Agreement.

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

1. Approve and authorize City Manager to execute Meadow Park Grant Deed and all documents necessary to transfer the park to the City subject to City Attorney approval as to form;
2. Approve and authorize City Manager to execute "Redwood Trail" and "Trail Connection" easements grant and all documents necessary to grant a nonexclusive easement and right-of-way to the City subject to City Attorney approval as to form; and
3. Authorize City Manager to record previously executed Park Maintenance Agreement, dated April 9, 2019.

Reviewed by: James Teixeira, Director, Parks & Recreation

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Park Maintenance Agreement
2. Draft Notice of Completion
3. Grant Deed for "Meadow Park"
4. Public Park Easement for "Redwood Trail" and "Trail Connection"

**PARK MAINTENANCE AGREEMENT
BY AND BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND
3255 SCOTT BOULEVARD LLC,
3265 SCOTT BOULEVARD LLC, and
SCOTT BOULEVARD APARTMENTS LLC**

This Park Maintenance Agreement ("**Agreement**") is entered into this 9th day of April, 2019 ("**Effective Date**"), by and between the CITY OF SANTA CLARA, CALIFORNIA, a chartered California municipal corporation ("**City**") and 3255 SCOTT BOULEVARD LLC, a Delaware limited liability company, 3265 SCOTT BOULEVARD LLC, a Delaware limited liability company, and SCOTT BOULEVARD APARTMENTS LLC, a Delaware limited liability company (collectively, "**Project Owner**"). City and Project Owner may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

City and Project Owner enter into this Agreement on the basis of the following facts, understandings and intentions, and the following recitals are substantive part of this Agreement:

A. Project Owner is the fee title owner of that certain real property located in the City and more particularly described on Exhibit A attached hereto (the "**Project Site**").

B. The City and Project Owner are parties to that certain Development Agreement for Santa Clara Square (Mixed Use), executed on or about January 13, 2016, and recorded in the Official Records of Santa Clara County, California on February 12, 2016 as Document No. 23220238 (the "**Development Agreement**") with respect to the development of the Project Site with an infill mixed-use project as more particularly described therein (the "**Project**").

C. Pursuant to applicable provisions of the Development Agreement, Project Owner is obligated to improve and thereafter dedicate to City certain lands within the Project Site for public parks and trails referred to in the Development Agreement as the "Core Park" (the "**Core Park**"), the "Creekside Park" (the "**Creekside Park**"), the "Redwood Trail" (the "**Redwood Trail**") and the "Trail Connection" (the "**Trail Connection**"). The Core Park, Creekside Park, Redwood Trail and Trail Connection (collectively the "**Parklands**") are depicted on the site plan in Exhibit B attached hereto. The official names of one or more of the Parklands may be changed by City upon request by Project Owner subsequent to the date of this Agreement. As used herein, "Parklands" shall mean and refer to the Parklands as depicted on Exhibit B and as more particularly described in the dedication deed or grant thereof by Project Owner to City.

D. Also pursuant to the Development Agreement, Project Owner or Project Owner's successors and assigns are obligated to maintain and repair the Parklands and to enter into a separate agreement with City, for a term of not less than forty years, providing for such maintenance.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth in this Agreement and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. **Recitals Incorporated.** The foregoing recitals are true and correct, and are part of this Agreement for all purposes.

2. **Construction and Dedication of Parklands Improvements.** The Parties acknowledge and agree that the design, construction and installation of all improvements and initial landscaping for the Parklands as described in and required by the Development Agreement and/or any other separate public improvement agreement between City and Project Owner and any and all plans attached thereto or referenced therein or otherwise approved by City in connection therewith (collectively, the "***Parklands Improvements***"), the dedication of the Parklands upon completion of the Parklands Improvements, and the payment of any fees due in lieu of parkland dedication, shall be and remain governed exclusively by the provisions of the Development Agreement and any such other public improvement agreement.

3. **Maintenance of Parklands.**

(a) **Project Owner's Obligation.** During the Maintenance Term (as hereinafter defined) and subject to the terms and conditions of this Agreement, Project Owner shall, at its sole cost and expense, provide labor, supervision, supplies, materials, equipment, and any and all other tools and manpower necessary to maintain and repair the Parklands to a level comparable to the level of maintenance and repairs performed by City within similar public parks located elsewhere within the City and otherwise in accordance with this Agreement (the "***Maintenance Services***"). In performing the Maintenance Services, Project Owner shall comply with the maintenance specifications set forth in Exhibit C attached hereto. As used herein, "***Maintenance Term***" shall mean the period of time commencing upon the date of City's acceptance of dedication of the Parklands following completion of the Parklands Improvements and expiring upon the date that is forty (40) years thereafter or upon any sooner termination of this Agreement as provided herein.

(b) **Right of Entry.** At all times during the Maintenance Term, Project Owner and its employees, agents, representatives, contractors, and subcontractors shall have a non-exclusive license, coupled with an interest, and right of entry for pedestrians, vehicles, machinery and equipment into, over, across, and upon the

Parklands as is reasonably necessary for access, ingress, egress, and all activities related to the Maintenance Services. In addition, Project Owner shall apply for any necessary encroachment permit from City for each of the Parklands for performance of the Maintenance Services, such that the permit shall be issued by City not later than the date of transfer by Project Owner to City of dedicated fee title or easement, as applicable, for each of the Parklands.

(c) Parklands Operation. The Parties acknowledge and agree that, at all times during the Maintenance Term, the Parklands will be and remain public parks operated, controlled, supervised, and policed (including all emergency response services) solely by City, and open to the public during the hours then set by City. Notwithstanding any provision herein to the contrary, nothing in this Agreement shall create, or be deemed to create, any responsibility or liability on the part of Project Owner, Developer (as defined in the Development Agreement) or any of their respective affiliates, successors or assigns, with respect to the operation, control, supervision, or policing of the Parklands. Nothing herein gives Project Owner the right to restrict or to exclude any person or entity from the Parklands during the Maintenance Term. If Project Owner believes that any area of the Parklands needs to be restricted or closed temporarily for public safety purposes to perform the Maintenance Services, Project Owner may, upon not less than two (2) days' prior written notice to City (except in emergency situations), restrict or close such areas of the Parklands for a reasonable amount of time in order to allow the safety issues to be addressed. Project Owner and/or its employees, agents, representatives, contractors, or subcontractors shall not store any equipment, materials, or supplies in, on, or upon the Parklands beyond such time reasonably necessary to perform any particular Maintenance Services for which they are needed, and shall take appropriate measures to secure the same and prevent any public access thereto.

(d) Alterations. In performing the Maintenance Services, and except as otherwise subsequently agreed upon in writing by the Parties, Project Owner shall not make, and shall not be obligated to make, any improvements, alterations, additions, or changes to the Parklands or the Parklands Improvements.

(e) Periodic Review. During the Maintenance Term, upon City's request and not more frequently than once each calendar quarter, Project Owner's maintenance contractor(s)/facilities manager or other designated representative(s) of Project Owner and City's Director of Parks & Recreation ("**Parks Director**") or other designated representative(s) of City shall meet at the Parklands to inspect the Parklands and review the status and adequacy of the Maintenance Services provided herein by Project Owner.

4. Independent Contractor. Project Owner, in the performance of this Agreement, is an independent contractor. Project Owner shall maintain complete control over all of its employees, agents, representatives, contractors, and subcontractors in the performance of this Agreement. Neither Project Owner nor any person retained by Project Owner may represent, act, or purport to act as the agent, employee, or

representative of City. Neither Project Owner nor City is granted any right or authority to assume or create any obligation on behalf of the other. Project Owner shall be solely responsible for, and will pay., any excise taxes, fees, contributions, or charges applicable to the conduct of its business or which may be levied on its performance of the Maintenance Services hereunder.

5. **Compliance with Laws.** In the performance of the Maintenance Services, Project Owner shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments with jurisdiction, including without limitation, any and all applicable laws specified elsewhere in this Agreement (collectively "**Applicable Laws**"). Without limiting the generality of the foregoing provision, all persons retained by Project Owner to perform Maintenance Services required under this Agreement shall possess the requisite licenses and necessary permits to perform such Maintenance Services. The Parties acknowledge and agree that neither Project Owner nor any of its contractors or subcontractors will be receiving any payment from City for the Maintenance Services and that there is no requirement for the payment of prevailing wages in connection with the Maintenance Services.

6. **Personnel/Identification.**

(a) **Qualifications.** Any and all personnel employed or retained by Project Owner in the performance of any Maintenance Services shall be qualified to perform the duties assigned to them by Project Owner and shall be of good moral character. Project Owner's personnel shall conduct themselves at all times in a courteous and businesslike manner.

(b) **Restricted Offenses.** Project Owner represents and warrants to City that any personnel retained by Project Owner to perform Maintenance Services shall not have any criminal record for offenses related to the possession or use of controlled substances, sex offenses or any criminal offense involving violence.

(c) **Identification.** All personnel who perform Maintenance Services will wear clothing or a nametag which bears the name of Project Owner or its contractor or subcontractor. The clothing worn by Project Owner's personnel shall be appropriate for the work assigned and shall give Project Owner's staff a neat and professional appearance. Project Owner's vehicles that park on the Parklands shall have appropriate identification as approved by the Parks Director (i.e., Project Owner's vehicles will not be allowed on the Parklands without the appropriate parking permit displayed on the dashboard).

7. **Nondiscrimination.** In the performance of this Agreement, Project Owner shall not discriminate, in any way, against any person on the basis 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.

8. **Hold Harmless/Indemnification.**

(a) To the extent permitted by law, Project Owner agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents (collectively, "**City Parties**") 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 to the extent arising from, or alleged to arise in whole or in part from, or in any way connected with the negligence or willful misconduct of Project Owner or its officers, employees agents, representatives, contractors or subcontractors in connection with the performance of the Maintenance Services by Project Owner pursuant to this Agreement – including claims of any kind by Project Owner's employees or persons contracting with Project Owner to perform any portion of the construction of the Parklands Improvements – and shall expressly include passive or active negligence by City connected with the performance of construction of the Parklands Improvements. However, the obligation to indemnify shall not apply to the proportionate extent such liability is ultimately adjudicated to have arisen in whole or in part from the active negligence or willful misconduct of City or the City Parties; the obligation to defend is not similarly limited.

(b) Project Owner'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 Project Owner, against City (either alone, or jointly with Project Owner), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

(c) To the extent Project Owner 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, Project Owner 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.

9. **Insurance Requirements.** During the term of this Agreement, and for any time period set forth in Exhibit D, Project Owner (or its contractors or subcontractors performing the Maintenance Services) shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit D, entitled "Insurance Requirements."

10. **Force Majeure.**

(a) **Defined.** As used herein, "**Force Majeure Event**" shall mean any matter or condition beyond the reasonable control of a Party, including war, public emergency or calamity, fire, earthquake, extraordinary inclement weather, Acts of

God, strikes, labor disturbances or actions, civil disturbances or riots, litigation brought by third parties against either City or Project Owner or both, any failure by the other Party to comply with its obligations hereunder, or any governmental order or law (including any order or law of City) which causes an interruption in the performance of this Agreement or prevents timely delivery of materials or supplies.

(b) Excuse from Performance. Should a Force Majeure Event prevent performance of this Agreement, in whole or in part, the Party affected by the Force Majeure Event shall be excused or performance under this Agreement shall be suspended to the extent commensurate with the Force Majeure Event; provided that the Party availing itself of this Section shall notify the other Party within ten (10) days of the affected Party's knowledge of the commencement of the Force Majeure Event; and provided further that the time of suspension or excuse shall not extend beyond that reasonably necessitated by the Force Majeure Event.

(c) Exclusions. Notwithstanding the foregoing, the following shall not excuse or suspend performance under this Agreement:

1. Performance under this Agreement shall not be suspended or excused for any matter or condition that does not constitute a Force Majeure Event as defined in Section 10(a).
2. Negligence or failure of Project Owner to perform its obligations under this Agreement shall not constitute a Force Majeure Event.
3. The inability of Project Owner for any reason to have access to funds necessary to carry out its obligations under this Agreement or the termination of any contract by any contractor or subcontractor or for Project Owner's default under such contract shall not constitute a Force Majeure Event.

11. Assignment. Subject to the provisions of this Section, Project Owner may not assign any rights, duties, or obligations under this Agreement without the prior written consent of City, which shall not be unreasonably withheld, conditioned or delayed; provided, however, that the City acknowledges and agrees that the Project Owner is authorized to hire, and to delegate to, appropriately qualified contractors and/or subcontractors to perform the Maintenance Services under this Agreement. The assignment of Project Owner's rights, duties and obligations hereunder to any of the following entities or persons shall not require approval of City and shall automatically result in the release of the assigning Project Owner from its obligations hereunder: (i) any entity or person that receives a permitted Transfer (as defined in the Development Agreement) of Project Owner's interests, rights and obligations under and pursuant to the Development Agreement; (ii) any entity that is an affiliate of Project Owner; (iii) any other party comprising Project Owner; and (iv) any entity or person that acquires or leases all or substantially all of the Project Site. As used herein, an "affiliate of Project Owner" means any entity that directly or indirectly controls or is controlled by or under

common control with Project Owner (whether through the ownership or control of voting interests, by contract, or otherwise). Any attempt by Project Owner to assign or transfer this Agreement in violation of this Section will be voidable at City's sole discretion. Any contractor or subcontractor retained by Project Owner to perform and satisfy any terms, conditions or obligations under this Agreement shall receive a copy of this Agreement and be contractually required to comply with this Agreement. Project Owner shall be responsible for all contractors or subcontractors retained by Project Owner, or on its behalf, to perform any Maintenance Services under this Agreement.

12. **Project Owner's Default and Remedies.** If Project Owner fails to perform any of the material terms, conditions, or obligations required to be performed by Project Owner under this Agreement, and such failure continues uncured for a period of thirty (30) days following Project Owner's receipt of written notice from City specifying Project Owner's breach (or such longer cure period in those instances where the specified breach cannot reasonably be cured within such 30-day period, provided Project Owner commences to cure the specified breach within such 30-day period and thereafter diligently pursues such cure to completion), Project Owner shall be deemed to be in default under this Agreement (a "***Project Owner's Default***"). In the event of a Project Owner's Default, City, as its sole and exclusive remedy, may either (a) take all reasonable steps to cure such Project Owner's Default and recover damages from Project Owner for the direct costs and expenses incurred by City in such cure of Project Owner's Default; or (b) seek specific performance by Project Owner of the cure of such Project Owner's Default.

13. **Notices.** All notices, demands, consents, requests, approvals, disapprovals, designations or other communications (all of the foregoing hereinafter referred to as "notice") pursuant to this Agreement shall be in writing and delivered in person, by commercial courier or by first-class certified mail, postage prepaid. Notices shall be deemed to have been properly given if (a) served personally, or (b) mailed, when deposited with the United States Postal Service within the boundaries of the continental United States for registered or certified delivery, return receipt requested, with postage prepaid, or (c) sent by receipted overnight courier, postage prepaid, or (d) sent by email, in each case addressed to the applicable recipient as follows:

To City:

City of Santa Clara
Attn: Director of Parks & Recreation
1500 Warburton Avenue
Santa Clara, California 95050
Or by facsimile at (408) 260-9719

To Project Owner:

3255 Scott Boulevard LLC
3265 Scott Boulevard LLC
Scott Boulevard Apartments LLC
c/o Irvine Company
131 Theory
Irvine, CA 92617
Attn: ICAC Director of Landscape

The business day 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, or on a holiday, shall be deemed to have been transmitted on the following business day. Any Party may change its address for notices by giving written notice to the other Party in the manner set forth above.

14. General Provisions.

(a) Entire Agreement. This Agreement, including all Exhibits attached thereto, constitutes the entire understanding of the Parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. The Parties acknowledge and agree that this Agreement satisfies in full any and all obligations of Project Owner and other Developer parties under Section 4.7(e) (Parkland Maintenance) and any other applicable provisions of the Development Agreement and Applicable Laws with respect to maintenance and repairs of the Parklands and the Parklands Improvements.

(b) Amendment. The provisions of this Agreement may be altered, amended, or repealed, in whole or in part, only by the mutual agreement of the Parties in writing.

(c) Waiver. No waiver of any provision of this Agreement shall be binding unless executed in writing by the Party making the waiver. No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver unless the written waiver so specifies.

(d) Construction. Section headings in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of any provision of this Agreement. As used herein: (i) the singular shall include the plural (and vice versa) and the masculine or neuter gender shall include the feminine gender (and vice versa) where the context so requires; (ii) locative adverbs such as "herein," "hereto," and "hereunder" shall refer to this Agreement in its entirety and not to any specific Section or paragraph; (iii) the terms "include," "including," and similar terms shall be construed as though followed immediately by the phrase "but not limited to;" and (iv) "shall," "will" and "must" are mandatory and "may" is permissive. The Parties have

jointly participated in the negotiation and drafting of this Agreement, and this Agreement shall be construed fairly and equally as to the parties, without regard to any rules of construction relating to the Party who drafted a particular provision of this Agreement.

(e) Severability. If any term or provision of this Agreement is ever determined to be invalid or unenforceable for any reason, such term or provision shall be severed from this Agreement without affecting the validity or enforceability of the remainder of this Agreement.

(f) Actions by City. Where this Agreement requires or permits City to act and no officer of the City is specified, the City Manager or the designated representative of the City Manager has the authority to act on City's behalf.

(g) Binding Nature. Subject to the provisions of Section 11 and this Section, this Agreement binds and inures to the benefit of the Parties and their respective successors, assigns and legal representatives. City acknowledges that each party comprising Project Owner owns a separate portion of the Project Site. While each party comprising Project Owner shall be deemed an "Project Owner" under this Agreement, notwithstanding any provision herein to the contrary, (i) each party comprising Project Owner shall have several (not joint) liability under this Agreement, (ii) each party comprising Project Owner shall only be responsible for Project Owner's duties, obligations and covenants hereunder only to the extent they arise or accrue under or in connection with this Agreement to the extent they relate to such party's use of the rights and obligations under this Agreement, and (iii) no party comprising Project Owner shall be liable for any claims, damages or expenses arising from or caused by the acts or omissions of another party comprising Project Owner under this Agreement. Subject to the preceding provisions of this Section, this Agreement and all provisions thereof constitute covenants running with the land comprising the Project Site and shall be binding upon Project Owner and Project Owner's successors and assigns during the term of their respective ownership of the Project Site or any legal parcel, lot or interest therein (whether or not such successors or assigns have executed any assignment or assumption agreement with the prior Project Owner); provided however that, notwithstanding the foregoing or any other provision herein to the contrary, this Agreement and the provisions thereof shall not be binding upon (A) any lender or mortgagee of Project Owner (unless such lender or mortgagee elects in writing, in its sole and absolute discretion, to assume the rights and obligations of Project Owner hereunder), (B) any assigning Project Owner released from its obligations hereunder pursuant to the applicable provisions of Section 11, or (C) any purchaser of an individual condominium offered for sale at any time within the Project. Upon the request of either Party, the Parties shall execute and record in the Official Records of Santa Clara County a mutually acceptable memorandum of this Agreement with respect to those portions of the Project Site owned by each Project Owner then bound by this Agreement.

(h) Governing Law. This Agreement shall be construed in accordance with and governed by the 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.

(i) 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; and, the Parties agree that the signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES ON FOLLOWING PAGE]

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:

Approved as to Form:



BRIAN DOYLE
City Attorney

Dated:

4/12/19


DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

3255 SCOTT BOULEVARD LLC, a Delaware limited liability company
3265 SCOTT BOULEVARD LLC, a Delaware limited liability company
SCOTT BOULEVARD APARTMENTS LLC, a Delaware limited liability company

Dated: March 1, 2019

By (Signature): 

Name: CARLENE MATCHNICK

Title: VICE President

By (Signature): 

Name: Steven Bull

Title: Vice President

Business Address: c/o Irvine Company, 131 Theory, Irvine, CA 92617

Email Address: N/A

Telephone: () (408) 330-0184

Fax: ()

"PROJECT OWNER"

Exhibit A
to
Park Maintenance Agreement
Legal Description of Project Site

LEGAL DESCRIPTIONS OF SANTA CLARA SQUARE APARTMENTS

PARCEL 1

All that certain real property located in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

Parcel 1, as shown on that parcel map filed for record in the Office of the Recorder of the County of Santa Clara, State of California on April 20, 2017, in Book 903 of Maps, Pages 12 through 15, inclusive.

PARCEL 2

All that certain real property located in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

Parcel 2, as shown on that parcel map filed for record in the Office of the Recorder of the County of Santa Clara, State of California on April 20, 2017, in Book 903 of Maps, Pages 12 through 15, inclusive.

PARCEL 3

All that certain real property located in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

Parcel 3, as shown on that parcel map filed for record in the Office of the Recorder of the County of Santa Clara, State of California on December 6, 2017, in Book 909 of Maps, Pages 14 through 19, inclusive.

PARCEL 4

All that certain real property located in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

Parcel 4, as shown on that parcel map filed for record in the Office of the Recorder of the County of Santa Clara, State of California on December 6, 2017, in Book 909 of Maps, Pages 14 through 19, inclusive.

PARCEL 5

All that certain real property located in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

Parcel 5, as shown on that parcel map filed for record in the Office of the Recorder of the County of Santa Clara, State of California on December 6, 2017, in Book 909 of Maps, Pages 14 through 19, inclusive.

PARCEL 6

All that certain real property located in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

Parcel 3, as shown on that certain Parcel Map recorded on April 25, 2017 in Book 903 of Maps at Pages 33 through 37 in the records of Santa Clara County, California.

PARCEL 7

All that certain real property located in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

Parcel 2, as shown on that certain Parcel Map recorded on May 22, 1980 in Book 463 of Maps at Page 42 in the records of Santa Clara County, California; and Parcel N, as shown on that certain Parcel Map recorded on January 12, 1973 in Book 314 of Maps at Page 52 in the records of Santa Clara County, California.

Exhibit B
to
Park Maintenance Agreement

Diagram of Parklands

[See attached]

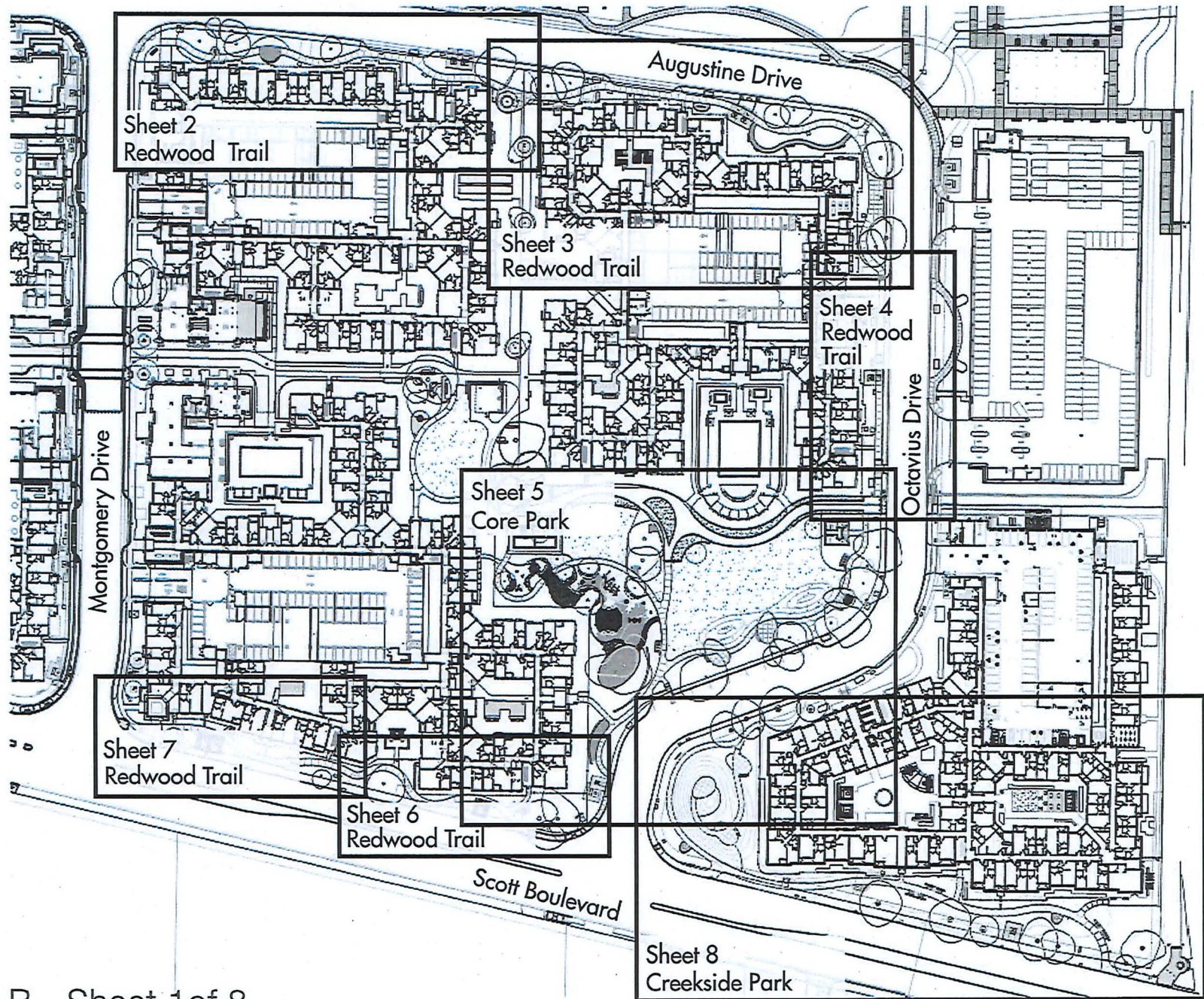


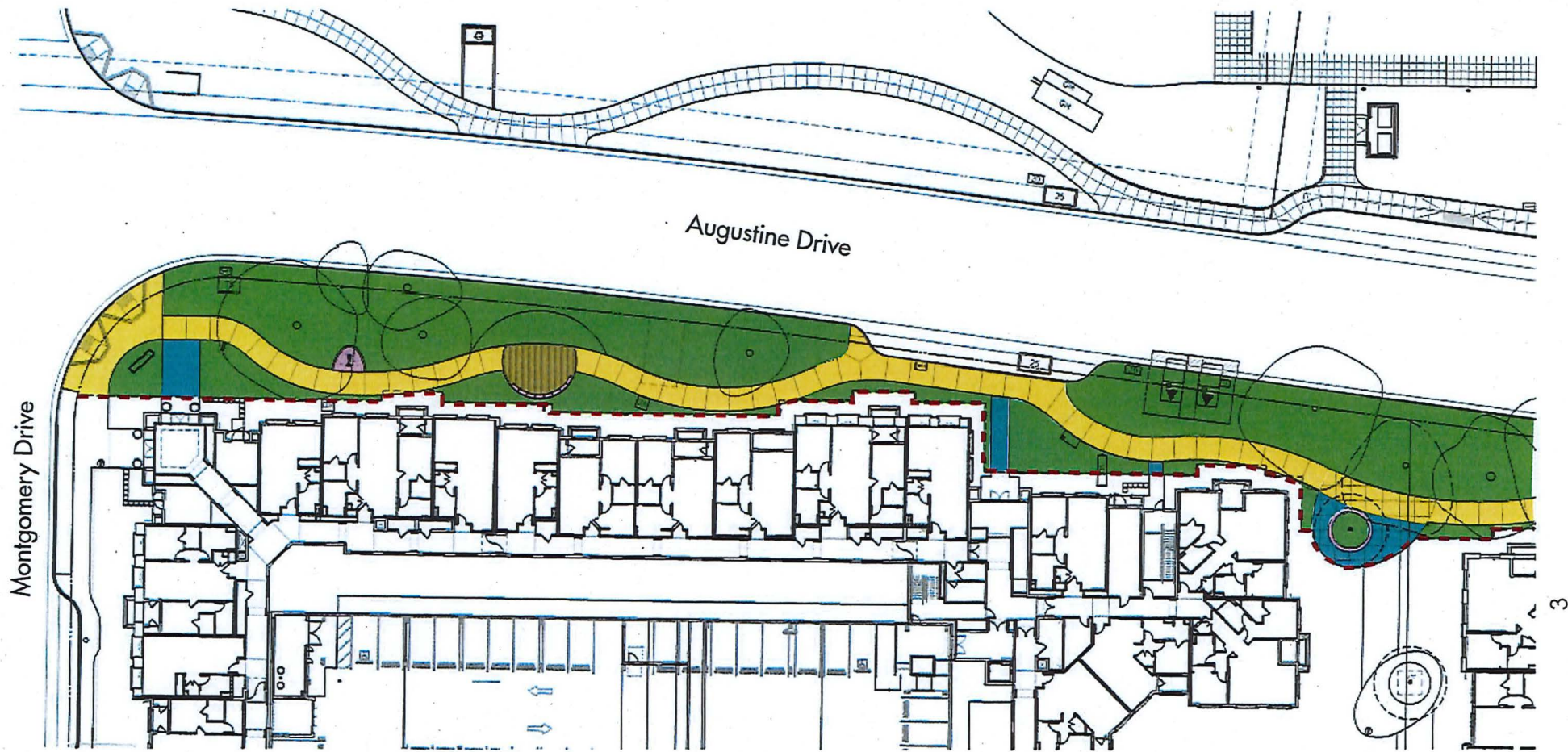
Exhibit B - Sheet 1 of 8

Santa Clara Square Maintenance Responsibility

Prepared For: The Irvine Company Apartment Communities
March 4, 2019



EPTDESIGN



Legend

 Park Boundary
 Note: The Redwood Trail has a Park Easement Overlay

New Tree and Shrub Planting - Irvine Company Maintained

New Turf Planting - Irvine Company Maintained

Structures - Irvine Company Maintained

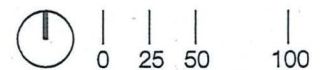
New Paving - Irvine Company Maintained

New Paving - Irvine Company Maintained

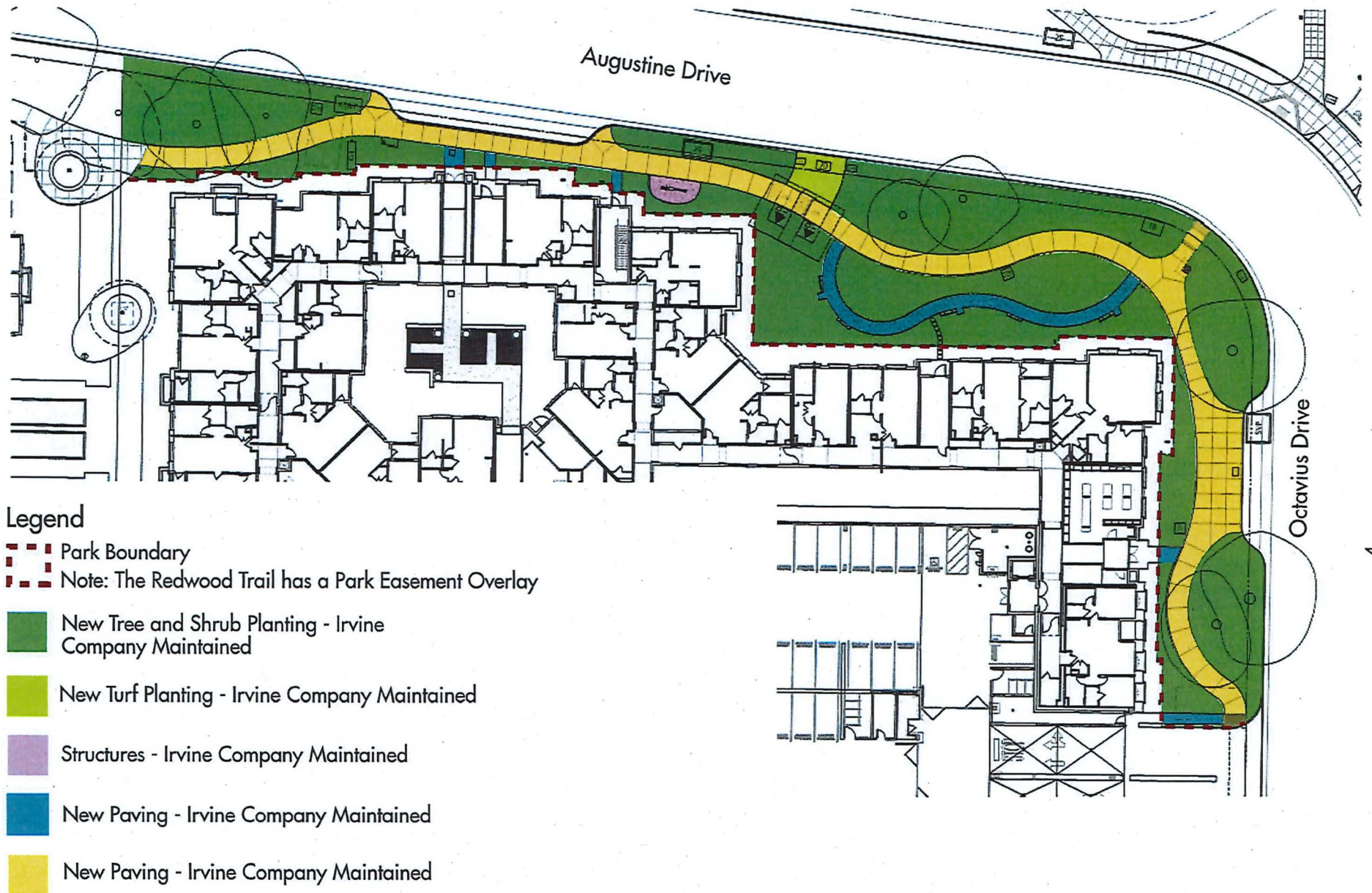
Exhibit B - Sheet 2 of 8 (Redwood Trail)

Santa Clara Square Maintenance Responsibility

Prepared For: The Irvine Company Apartment Communities
 March 4, 2019



EPTDESIGN

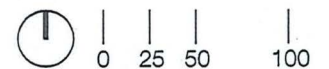


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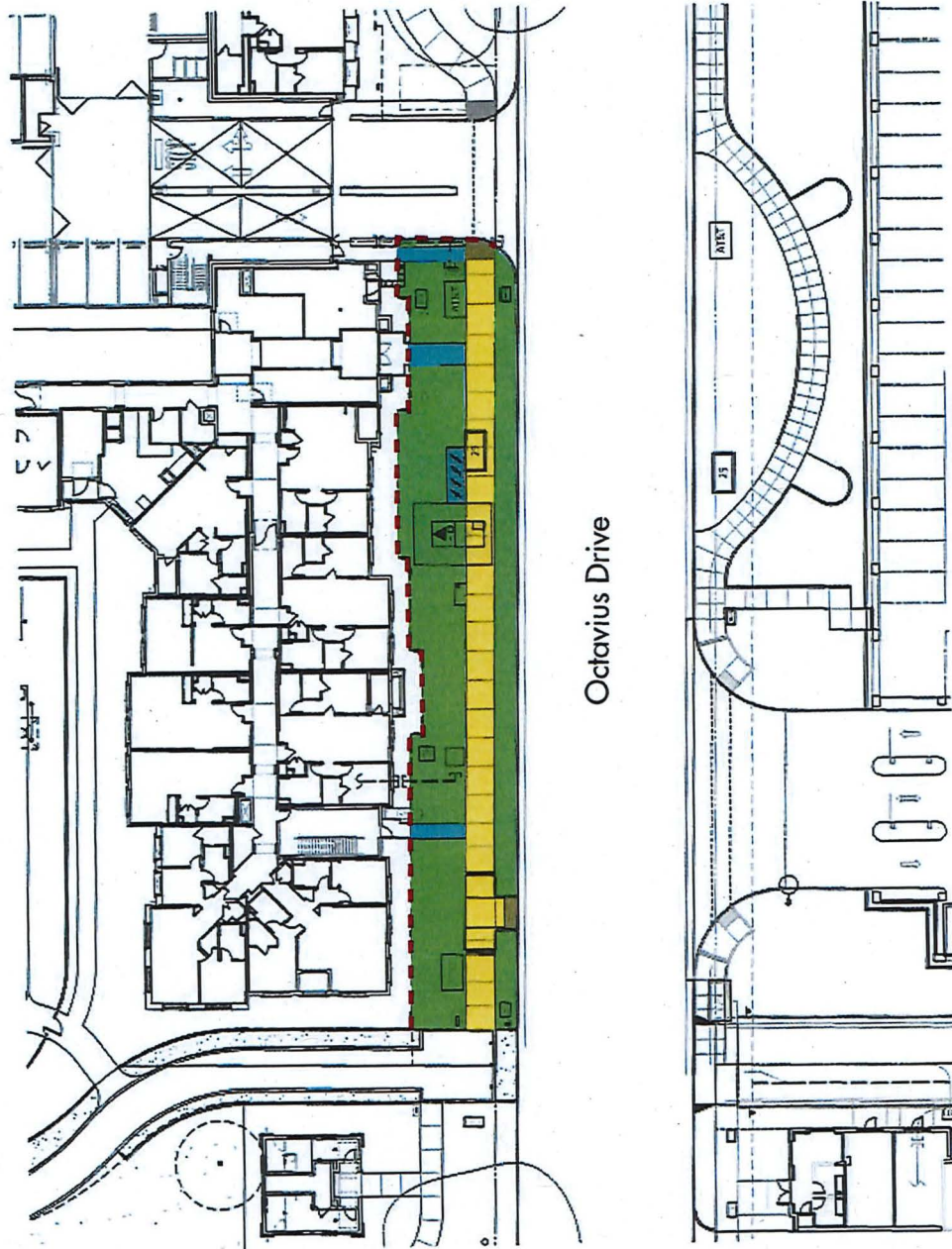
Exhibit B - Sheet 3 of 8 (Redwood Trail)

Santa Clara Square Maintenance Responsibility

Prepared For: The Irvine Company Apartment Communities
March 4, 2019



EPTDESIGN



Legend

- Park Boundary
- Note: The Redwood Trail has a Park Easement Overlay
- New Tree and Shrub Planting - Irvine Company Maintained
- New Turf Planting - Irvine Company Maintained
- Structures - Irvine Company Maintained
- New Paving - Irvine Company Maintained
- New Paving - Irvine Company Maintained

Exhibit B - Sheet 4 of 8 (Redwood Trail)

Santa Clara Square Maintenance Responsibility

Prepared For: The Irvine Company Apartment Communities
March 4, 2019

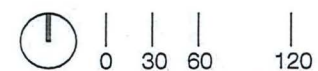


EPTDESIGN

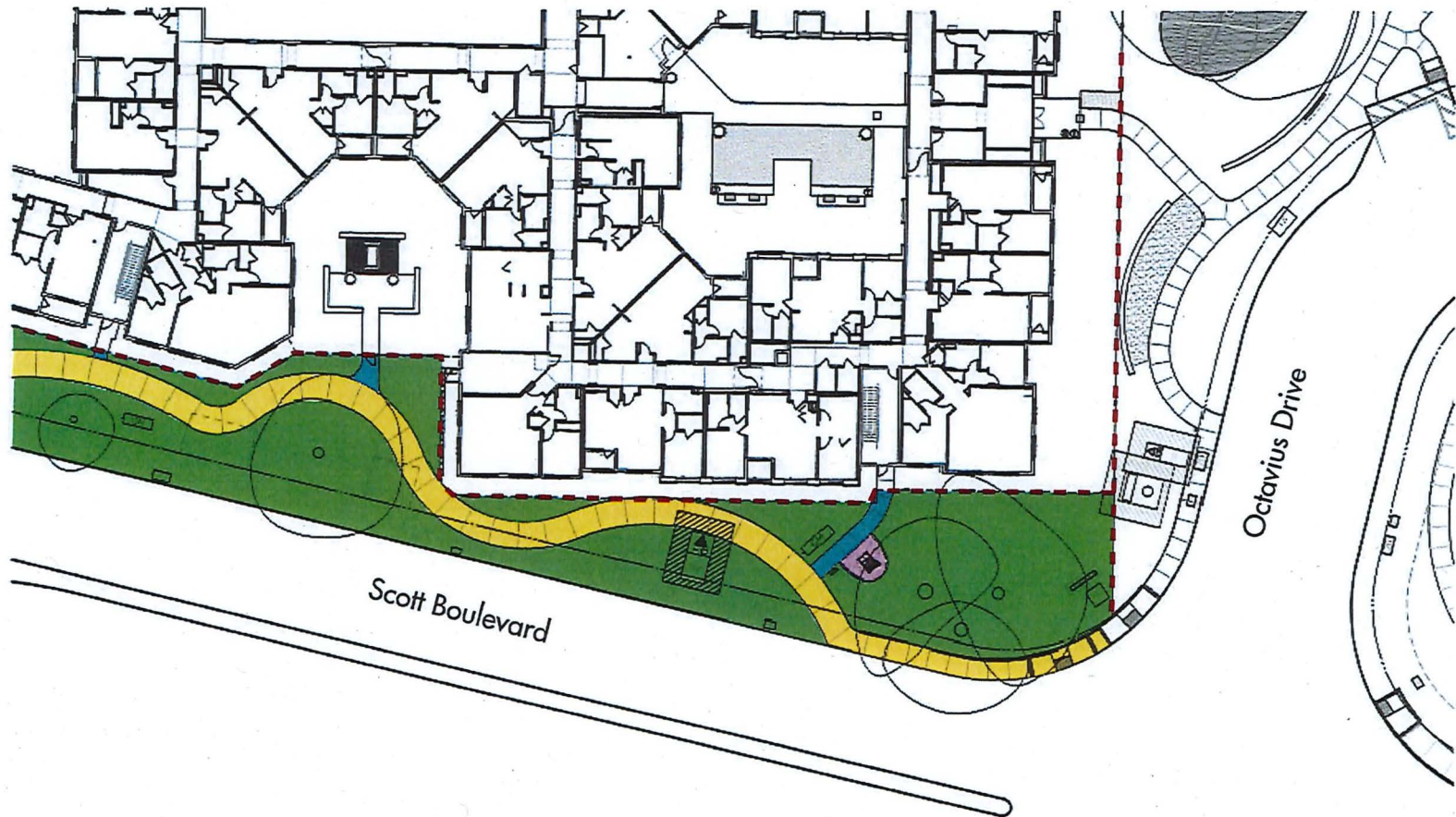


Exhibit B - Sheet 5 of 8 (Core Park)
Santa Clara Square Maintenance Responsibility

Prepared For: The Irvine Company Apartment Communities
 March 4, 2019



EPTDESIGN



Legend

 Park Boundary
 Note: The Redwood Trail has a Park Easement Overlay

New Tree and Shrub Planting - Irvine Company Maintained

New Turf Planting - Irvine Company Maintained

Structures - Irvine Company Maintained

New Paving - Irvine Company Maintained

New Paving - Irvine Company Maintained

Exhibit B - Sheet 6 of 8 (Redwood Trail) **Santa Clara Square** Maintenance Responsibility

Prepared For: The Irvine Company Apartment Communities
 March 4, 2019



EPTDESIGN



Legend

 Park Boundary
 Note: The Redwood Trail has a Park Easement Overlay

 New Tree and Shrub Planting - Irvine Company Maintained

 New Turf Planting - Irvine Company Maintained

 Structures - Irvine Company Maintained

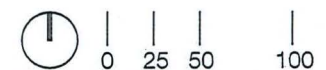
 New Paving - Irvine Company Maintained

 New Paving - Irvine Company Maintained

Exhibit B - Sheet 7 of 8 (Redwood Trail)

Santa Clara Square Maintenance Responsibility

Prepared For: The Irvine Company Apartment Communities
March 4, 2019



EPTDESIGN

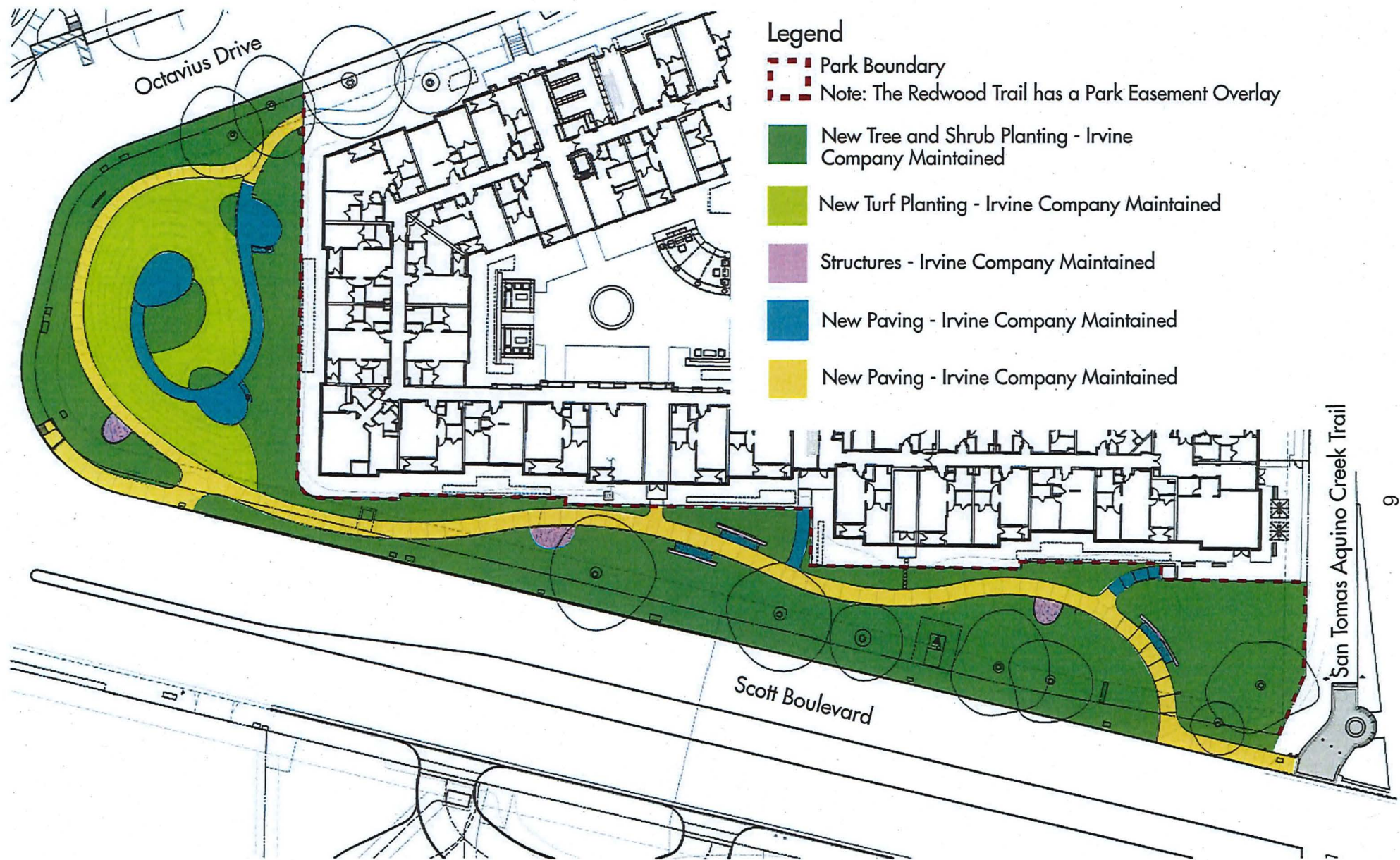
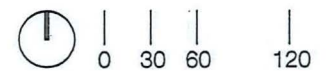


Exhibit B - Sheet 8 of 8 (Creekside Park)
Santa Clara Square Maintenance Responsibility

Prepared For: The Irvine Company Apartment Communities
 March 4, 2019



EPTDESIGN

Exhibit C
to
Park Maintenance Agreement
Landscape Maintenance Specifications and Requirements for City of Santa Clara Parks
[See attached]

Landscape Maintenance Specifications and Requirements for City of Santa Clara Parks

Turf Care

1. Mowing to be performed at a uniform height in alternating patterns on a weekly basis. Mulching mowers are allowed. Turf to be clean of debris upon completion.
2. Edging along sidewalks and curbs with power edger, weekly.
3. A 6" - 12" buffer zone to be maintained around all obstacles including buildings, fencing, light fixtures, signs, trees, etc., weekly.
4. Mechanical aeration to be performed two times per year.
5. Overseeding of turf, weekly due to pet damage.
6. Annual fall overseeding included as part of the overall maintenance program.
7. Fertilize turf 4x per year, not to exceed 6lb of Nitrogen per 1000 sq.ft annually.
8. Spray broadleaf weeds quarterly.

Ground Cover, Shrubs And Vine Care

1. Pruning shall be performed to maintain neat, clean and well defined appearance within all general boundaries including sidewalks and structures.
2. A 6" - 12" buffer zone to be maintained around all obstacles including buildings, fencing, light fixtures, signs, trees, etc.
3. Fertilize 3x per year.
4. Mulch all bare planter areas quarterly with approved Recology arbor mulch.

Tree Care

1. Pruning shall be performed to develop trunk caliper and scaffolding branches and includes the removal of dead and damaged branches, which can be reached from the ground with an extension pole pruner.
2. Prune for 8' clearance over walkways and 15' over parking areas and streets.
3. Labor and materials for tree staking, ties and guying requirements are included.

Plant Health

1. Control diseases, pests and weeds mechanically and via product material per approved guidelines and requirements.
2. Apply fertilization product material to provide lush, green and healthy appearance, to maintain all plant material in a state of perpetual growth. After application process, clean up any overspray of product material, immediately.
3. Provide any tests and reports as required once per year, to investigate soil chemistry, disease and insects and other factors to maintain the landscape in a healthy state.

Disease, Pest and Weed Control

1. Control all plant material diseases, pests, weeds and rodents mechanically and via approved product material per Department of Pesticide Regulation, County of Santa Clara Agriculture Commissioner and City of Santa Clara Integrated Pest Management guidelines and requirements.
2. Spray or manually remove weeds in all hardscape on a monthly basis.

Irrigation Management

1. Manage controller units for scheduled operation during evening hours. Provide system adjustments, cleaning, modifications and minor repairs to meet plant requirements, resulting in maximizing water usage, while minimizing runoff and overspray.
2. Provide monthly system inspections. Complete thorough irrigation inspections in February and September and report via Irrigation Tracking Sheets.
3. Repairs per unit pricing rates.
4. Hand watering is included, to maintain plant material in a healthy state, which has inadequate irrigation coverage.

Extra Work

1. Sod replacement and shrub replacement as needed to maintain a full and lush appearance.
2. Plant and irrigation replacements required due to damage by others.
3. In-fill and installation of decomposed granite pathway material.

General

1. Daily: Site review and trash clean up to be performed first thing each morning. Walkways to be swept or blown for pedestrian access. Equipment commencement after 8:00a.m.
2. Rake and groom decomposed granite pathways weekly.

Graffiti Abatement

Damaged Signs and Park Elements: Within one (1) week of identification
In Instances of Objectionable Content: Within twenty-four (24) hours of identification

Playground Maintenance/Routine

1. Follow all safety precautions and wear all appropriate personal protective equipment
2. Check overall assessment of equipment.
3. Inspect all components to ensure parts are not missing
4. Check equipment for unsafe conditions. No missing guards or rails
5. Check equipment for proper function, make adjustments if needed
6. Check painted surfaces for a consistent painted finish
7. Painted surfaces show a consistent painted finish. Is repainting needed?
8. Ensure equipment anchored and secured correctly
9. Tighten any loose parts that need adjustment
10. Check for any signs of corrosion or rust
11. Lubricate moving parts as necessary

EXHIBIT D

INSURANCE REQUIREMENTS

As used herein, the term "Contractor" shall mean and refer to the party providing the insurance, whether Property Owner or its contractors or subcontracts. Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:
 - \$1,000,000 each occurrence
 - \$1,000,000 general aggregate
 - \$1,000,000 products/completed operations aggregate
 - \$1,000,000 personal injury
2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01, with minimum policy limits of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with the following limits: at least one million dollars (\$1,000,000) policy limit Illness/Injury by disease, and one million dollars (\$1,000,000) for each Accident/Bodily Injury.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a 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. Contractor shall provide City with written notice at least ten (10) days prior to the effective date of any cancellation of the coverage provided due to non-payment of premiums. 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. Contractor shall provide City with written notice at least thirty (30) days prior to the effective date of any cancellation of the coverage provided due to any cause save and except non-payment of premiums. 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 Parks & Recreation 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.

**RECORD WITHOUT FEE
PURSUANT TO GOV'T CODE SECTION 6103**

Recording Requested by:
Office of the City Clerk
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]

NOTICE OF COMPLETION

California Civil Code §§8102, 9204

**PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 8102 AND 9204, NOTICE IS HEREBY
GIVEN THAT:**

The undersigned is an authorized representative of the owner of the interest or estate stated below.

1. Owner's Name and Address: The Project owner is the **CITY OF SANTA CLARA, CALIFORNIA**, a chartered California municipal corporation ("City"). The City's mailing address is **1500 WARBURTON AVENUE, SANTA CLARA, CA 95050**. The City is the owner of the Property identified below, on which the Project is located.
2. Title of Project: The full name of the work of improvement/public works project (the "Project") which is the subject of this Notice of Completion is: _____
3. Project Number: _____ Property APN: _____
4. Property Location/Address: The Property site location description or address (the "Property") on which the Project was constructed is located in the City of Santa Clara, County of Santa Clara, State of California at: _____
(Insert street address here; if no street address has been officially assigned, insert "none")
5. Date of Completion: The Project on the Property was completed on: _____
6. Nature of Owner's Interest or Estate: The nature of the City's Legal title to the Property is: In fee
(If other than fee, strike "In fee" and insert, for example, "Purchaser under contract of purchase" or "Lessee")
7. Name of Contractor: The name of the Contractor on the Project is: _____

(If there was no contractor for work of improvement as a whole, insert "None")
8. Nature of Work Performed on the Property or Materials Furnished: The Project consisted of work described as: _____
(Insert a brief description of the work performed or materials furnished)
9. Additional Ownership Interests: The full name(s) and address(es) of any co-owners or entities who

also hold title or own interest in the Property as joint tenants or as tenants in common or have an ownership interest in the Property with the City are:

NAME(S)

ADDRESS(ES)

(This paragraph 9 can be deleted entirely if there are no co-owners or other entities which hold title)

10. **Transfers:** If applicable, the full name(s) and address(es) of the transferor(s) to the City is (are):

NAME

ADDRESS(ES)

(This applies only if the Project was completed by a developer and then subsequently transferred to the City upon completion. If this does not apply, the entire Paragraph 10 may be deleted from this Notice of Completion.)

City of Santa Clara, California

By: _____

(Insert name of signatory on behalf of the City)

Title: _____

Date: _____, 202____

VERIFICATION FOR THE CITY OF SANTA CLARA

The undersigned, being duly sworn, says:

I am the _____ (or his/her official designee) of the City of Santa Clara, California, a chartered California municipal corporation. I have read the attached Notice of Completion and know and understand its contents. I declare under penalty of perjury that the facts stated in the Notice of Completion are true and correct, to the best of my knowledge.

By: _____

(insert name of signatory on behalf of the City)

Title: _____

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

State of California)

)

County of Santa Clara)

Subscribed and sworn to me on this _____ day of _____, 202____, by **(type in the name of the department head signing)**, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY PUBLIC

RECORD WITHOUT FEE
PURSUANT TO GOVERNMENT CODE § 6103

**RECORDING REQUESTED BY
AND WHEN RECORDED, MAIL TO:**

City of Santa Clara
1500 Warburton Avenue
Santa Clara, California 95050
Attn: Director of Parks & Recreation

WITH A CONFORMED COPY TO:

Irvine Company
131 Theory
Irvine, CA 92617
Attn: General Counsel's Office

(Space Above For Recorder's Use)

**DEDICATION GRANT DEED
(Santa Clara Square- Meadow Park)**

THE UNDERSIGNED GRANTOR DECLARES:

This document is recorded at the request of and for the benefit of the City of Santa Clara, and therefore is exempt from the payment of a recording fee pursuant to California Government Code §§ 6103 and 27383 and from payment of documentary transfer tax pursuant to California Revenue and Taxation Code § 11922.

This DEDICATION GRANT DEED ("***Grant Deed***") is made as of _____, 20____, between 3255 SCOTT BOULEVARD LLC, a Delaware limited liability company ("***Grantor***"), and the CITY OF SANTA CLARA, California, a chartered municipal corporation ("***Grantee***" or "***City***") Grantor and Grantee are collectively referred to herein as the "***Parties***," and individually as a "***Party***."

A. Pursuant to applicable provisions of that certain Development Agreement for Santa Clara Square (Mixed Use) (the "***Project***"), executed on or about January 13, 2016, and recorded in the Official Records of Santa Clara County ("***County***"), California on February 12, 2016 as Document No. 23220238 (the "***Development Agreement***"), and Santa Clara City Code, Chapter 17.35, the Parties (together with others) entered into that certain unrecorded Park Improvement Agreement, dated April 9, 2019 (the "***Park Improvement Agreement***") and that certain Park Maintenance Agreement, dated April 9, 2019, and recorded in the Official Records of the County on _____, 2020 as Document No. _____ (the "***Park Maintenance Agreement***"). Capitalized terms used in this Grant and not otherwise defined herein shall have the meanings ascribed to them in the Park Improvement Agreement or the Park Maintenance Agreement, as applicable.

B. In accordance with the Park Improvement Agreement, Grantor and/or affiliates thereof timely completed, or caused to be timely completed, and thereupon Grantor accepted, all Parklands Improvements to certain Parklands referred to in the Park Agreement as the “Core Park” (subsequently renamed by Grantee as “Meadow Park”), and more particularly described and depicted on **EXHIBIT A-1** and **EXHIBIT A-2**, respectively, attached hereto and made a part hereof by this reference (herein, the “*Park*”).

C. Pursuant to the Park Improvement Agreement, following completion and acceptance of the Parklands Improvements to the Park, Grantor is obligated to dedicate to Grantee, and Grantee is obligated to accept from Grantor, fee title to the Park by means of a grant deed in form and with such provisions, including reservations of necessary easements and covenants, reasonably acceptable to both Parties.

D. Pursuant and subject to the Park Maintenance Agreement, following completion and acceptance of the Parklands Improvements to the Park, Grantor and/or affiliates thereof are obligated to maintain and repair the Park for the period of time commencing upon the date of Grantee’s acceptance of dedication of the Park following completion of the Parklands Improvements thereon (which the Parties acknowledge and agree is the date of recordation of this Grant) and expiring upon the date that is forty (40) years thereafter or any sooner termination of the Maintenance Agreement as provided therein (defined in the Park Maintenance Agreement and herein as the “*Maintenance Term*”).

E. In order to satisfy their respective obligations under the Park Improvement Agreement with respect to the dedication of fee title to the Park, the Parties now desire to enter into this Grant Deed.

NOW, THEREFORE, in consideration of the above recitals of fact (which are incorporated into this Grant Deed by this reference) and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. **Grant of Fee.** Grantor hereby dedicates and grants to Grantee, in fee, for use as a community or neighborhood public park, the Park as more particularly described and depicted on **EXHIBIT A-1** and **EXHIBIT A-2**, respectively, attached hereto and made a part hereof, subject to the terms and provisions of this Grant Deed.

2. **Reservation of Easement for Environmental Monitoring.** In making the grant hereunder, Grantor hereby reserves, unto itself and its successors and assigns, together with the right (without the consent of Grantee or any other owner of an interest in the Park) to grant, transfer or license all or a portion of the same to one or more grantees, transferees or licensees, a non-exclusive perpetual easement, appurtenant to the Benefitted Property (as defined below), on, over, under, and across such portions of the Park (collectively, “*Monitoring Easement Areas*”) as may be necessary or appropriate for any maintenance, monitoring, and other actions required by the California Department of Toxic Substances Control or any successor agency thereto (“*DTSC*”) in connection with the Project; together with the right to enter upon such other portions of the Park (without unreasonably interfering with Grantee’s reasonable use and enjoyment thereof) in order to access the Monitoring Easement Areas and any related facilities located therein.

3. **Grant Made Subject To.** The grant hereunder is made subject to each of the following:

3.1 **Taxes and Assessments.** General and special real property taxes and assessments, if any, for the current fiscal year; provided, however, that Grantor shall pay for (i) any such taxes and assessments applicable to the Park prior to the date of recordation of this Grant Deed, and (ii) any assessments, special taxes or other payments arising from bonds, contracts or liens created by, through or as a result of the efforts or activities of Grantor.

3.2 **Parcel Map.** Any and all easements, rights of way, and other rights, and interests in or over the Park or portions thereof as are or may be reserved, dedicated, or granted under or pursuant to that certain Parcel Map entitled “Santa Clara Square – Residential Phase 2”, filed for record in the Office of the Recorder of the County of Santa Clara, State of California on December 6, 2017, in Book 909 of Maps, Pages 14 through 19, inclusive.

3.3 **Condition of Park.** Except for representations made by Grantor in this Grant Deed, the requirement that Grantee accepts (and Grantee hereby accepts) the Park “AS IS,” in the condition that the Park exists as of the date hereof. By accepting the Park, Grantee hereby acknowledges that it has had adequate opportunity to inspect and test the Park to the extent Grantee has deemed to be appropriate. Grantee acknowledges that except as provided in this Grant Deed, Grantor has not made any representations or warranties concerning the condition of the Park or its suitability for the uses provided herein, or any other use, and that Grantor shall have no duty to inspect the Park and no duty to warn the Grantee or any other person of latent or patent defects, conditions or risks, if any, relating to the Park. Notwithstanding any provision herein to the contrary, nothing in this Grant Deed shall create, or be deemed to create, any responsibility or liability on the part of Grantor or any of its affiliates, successors or assigns, with respect to the operation, control, supervision, or policing of the Park, which shall remain the sole obligation of Grantee.

3.4 **Covenants.** The following covenants, conditions, rights and restrictions (collectively, the “***Covenants***”), which shall remain in full force and effect in perpetuity from the date of recordation of this Grant Deed, unless terminated or modified as hereinafter provided. This conveyance of the Park is made by Grantor and accepted by Grantee upon and expressly subject to the Covenants.

a. **List of Covenants.**

i. **Use of Park.** The Park shall be used solely and exclusively for the operation, maintenance, repair, reconstruction and replacement of a neighborhood or community public park and facilities and related active or passive recreational uses by the public. The Park shall be open to the public not earlier than 6:00 a.m. or later than 10:00 p.m. The Park hours shall be set by City ordinance, as may be amended from time to time.

ii. **Maintenance and Repairs.** From and following the expiration or earlier termination of the Maintenance Term under the Maintenance Agreement, the Park shall be maintained and repaired by Grantee to a level at least equal to the level of

maintenance and repairs performed by Grantee within similar public parks located within comparable sites situated elsewhere within the City.

iii. Compliance with Land Use Covenant. Grantee shall at all times, to the fullest extent required by law, comply with the provisions of any DTSC Land Use Covenant recorded against the Park by DTSC or Grantor, its successors or assigns, pursuant to DTSC requirements, the right of recordation of which is hereby expressly reserved unto DTSC and Grantor, its successors and assigns.

b. Matters Related to Covenants.

i. Run with the Land. The Covenants shall run and pass with each and every portion of the Park and be binding upon and burden all persons having or acquiring any right, title or interest in the Park (during their ownership of such interest), or any part thereof, and their successors and assigns. The Covenants shall inure to the benefit of that certain real property located adjacent to or in the vicinity of the Park and more particularly described on Exhibit B attached hereto (the “*Benefitted Property*”), owned as of the date of recording of this Grant Deed by Grantor or its affiliates, and their successors and assigns.

ii. Amendment. The Covenants may be amended by mutual agreement of Grantor and Grantee. Any amendment must be recorded in the Official Records of the County.

4. Miscellaneous.

4.1 Entire Agreement. Except as otherwise expressly set forth herein, this Grant Deed constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof and integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to the subject matter hereof.

4.2 Severability. If any term, provision, covenant, or condition of this Grant Deed is held by a court of competent jurisdiction to be invalid, void or unenforceable, it shall in no way affect, impair or invalidate any other provisions hereof, and the other provisions shall remain in full force and effect.

4.3 Notices. Any and all notices under this Grant Deed shall be in writing and shall be given in the same manner set forth in the notice provision of the Park Maintenance Agreement.

4.4 Applicable Law. This Grant Deed shall be construed in accordance with and governed by the 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.

4.5 Authority. Whenever the consent, approval, or authorization of Grantee is required hereunder, such consent, approval, or authorization shall be given by the Director of Parks & Recreation or the City Manager of Grantee.

4.6 Acknowledgments. The Parties acknowledge and agree that the recording of this Grant Deed satisfies in full Grantor's dedication obligations and fees due in lieu of parkland dedication with respect to the Park under all applicable Parkland Requirements, including without limitation Sections 4.7(a) (Parkland Dedication) and 4.7(f) (Timing of Dedication and Construction) of the Development Agreement. Nothing in this Grant Deed shall be deemed to modify or amend the Park Improvement Agreement or the Park Maintenance Agreement.

4.7 Waiver. No waiver of any covenant or other provision of this Grant Deed shall be binding unless executed in writing by the party making the waiver. No waiver of any covenant or other provision of this Grant Deed shall be deemed to constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver unless the written waiver so specifies.

4.8 Exhibits. The following exhibits are attached to this Grant Deed and incorporated herein by this reference:

Exhibit A-1	Description of Park
Exhibit A-2	Depiction of Park
Exhibit B	Description of Benefitted Property

[SIGNATURE(S) APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Grant Deed as of the dates set forth below. This Grant Deed shall not be effective for any purpose unless and until the Certificate of Acceptance below has been duly executed by Grantee.

“GRANTOR”

3255 SCOTT BOULEVARD LLC, a Delaware limited liability company

Dated: _____
By (Signature): _____
Name: _____
Title: _____
By (Signature): _____
Name: _____
Title: _____

“GRANTEE”

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

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 ORANGE)

On _____, 20____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

(SEAL)

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 ORANGE)

On _____, 20____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

(SEAL)

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 ORANGE)

On _____, 20____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

(SEAL)

EXHIBIT A-1

DESCRIPTION OF PARK

All that certain real property located in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

Parcel A, as shown on that Parcel Map filed for record in the Office of the Recorder of the County of Santa Clara, State of California on December 6, 2017, in Book 909 of Maps, Pages 14 through 19, inclusive.

EXHIBIT A-2

DEPICTION OF PARK

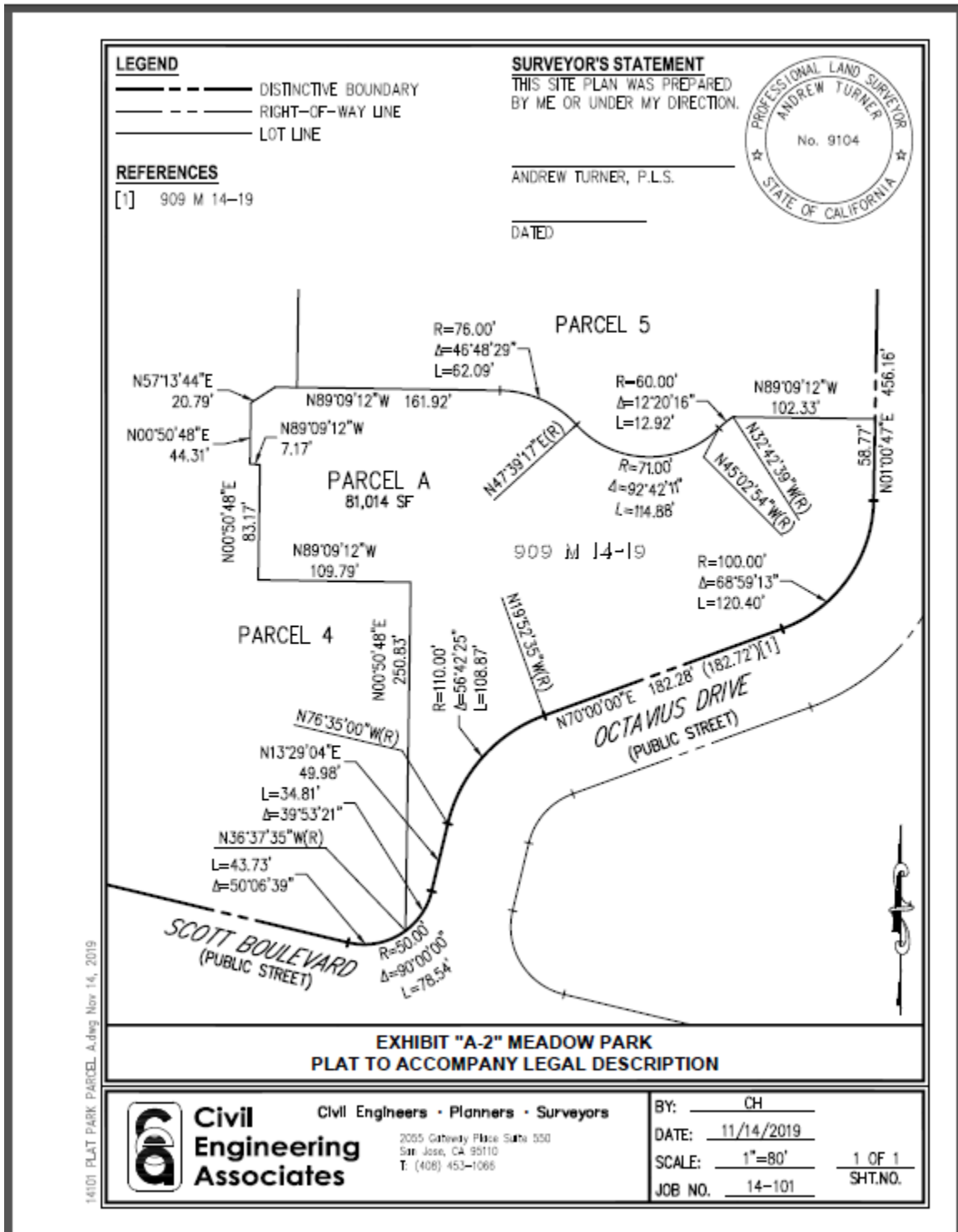


EXHIBIT B

DESCRIPTION OF BENEFITTED PROPERTY

PARCEL 1

All that certain real property located in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

Parcel 1, as shown on that parcel map filed for record in the Office of the Recorder of the County of Santa Clara, State of California on April 20, 2017, in Book 903 of Maps, Pages 12 through 15, inclusive.

PARCEL 2

All that certain real property located in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

Parcel 2, as shown on that parcel map filed for record in the Office of the Recorder of the County of Santa Clara, State of California on April 20, 2017, in Book 903 of Maps, Pages 12 through 15, inclusive.

PARCEL 3

All that certain real property located in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

Parcel 3, as shown on that parcel map filed for record in the Office of the Recorder of the County of Santa Clara, State of California on December 6, 2017, in Book 909 of Maps, Pages 14 through 19, inclusive.

PARCEL 4

All that certain real property located in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

Parcel 4, as shown on that parcel map filed for record in the Office of the Recorder of the County of Santa Clara, State of California on December 6, 2017, in Book 909 of Maps, Pages 14 through 19, inclusive.

PARCEL 5

All that certain real property located in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

Parcel 5, as shown on that parcel map filed for record in the Office of the Recorder of the County of Santa Clara, State of California on December 6, 2017, in Book 909 of Maps, Pages 14 through 19, inclusive.

PARCEL 6

All that certain real property located in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

Parcel 6, as shown on that certain Parcel Map recorded on April 25, 2019 in Book 922 of Maps at Pages 54 through 58 in the records of Santa Clara County, California.

PARCEL 7

All that certain real property located in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

Parcel 7, as shown on that certain Parcel Map recorded on April 25, 2019 in Book 922 of Maps at Pages 54 through 58 in the records of Santa Clara County, California.

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this Dedication Grant Deed dated _____, 20__, as made by 3255 SCOTT BOULEVARD LLC, a Delaware limited liability company, to the City of Santa Clara, a chartered California municipal corporation, is hereby accepted by the undersigned City Engineer on behalf of the City Council of the City of Santa Clara pursuant to authority conferred by Ordinance No. _____ of such City Council adopted on the ____ day of_____, _____, and the City consents to the recordation hereof by its duly authorized officer.

City Engineer

Date

**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]

The undersigned declares that this document is recorded at the request of and for the benefit of the City of Santa Clara and therefore is exempt from the payment of the recording fee pursuant to Government Code §6103 and 27383 and from the payment of the Documentary Transfer Tax pursuant to Revenue and Taxation Code §11922.

**PARKLANDS EASEMENT GRANT
(Santa Clara Square Apartments - Redwood Trail)**

This PARKLANDS EASEMENT GRANT ("Grant") is made by SANTA CLARA SQUARE APTS III LLC, a Delaware limited liability company, SANTA CLARA SQUARE APTS IV LLC, a Delaware limited liability company, and SANTA CLARA SQUARE APTS V LLC, a Delaware limited liability company (each being hereinafter referred to individually as "Grantor" and collectively as "Grantors"), as each of their interests appear of record, to the CITY OF SANTA CLARA, California, a chartered municipal corporation ("Grantee" or "City").

This Grant is made pursuant to and consistent with pertinent provisions of that certain Development Agreement for Santa Clara Square (Mixed Use), dated as of or about January 13, 2016, and recorded in the Official Records of Santa Clara County, California on February 12, 2016 as Document No. 23220238 (the "Development Agreement"), and Santa Clara City Code, Chapter 17.35, and that certain unrecorded Park Improvement Agreement, dated April 9, 2019 (the "Park Improvement Agreement") and unrecorded Park Maintenance Agreement, dated April 9, 2019 (the "Park Maintenance Agreement") between the City and 3255 SCOTT BOULEVARD LLC, 3265 SCOTT BOULEVARD LLC, and SCOTT BOULEVARD APARTMENTS LLC (affiliates and predecessors in interest of Grantors).

NOW, THEREFORE, Grantors hereby grant to Grantee a nonexclusive easement and right-of-way (the "Easement") in, on, over, under, along, and across that certain real property owned by Grantors and referred to in the Park Improvement Agreement as the "Redwood Trail" and the "Trail Connection" (subsequently named in their entirety by Grantee as the "Redwood Trail"), and more particularly described and depicted on EXHIBIT A and EXHIBIT B, respectively, attached hereto and made a part hereof by this reference (the "Parklands") solely for the purpose of constructing, installing, maintaining, repairing, replacing, operating, supervising, policing, and public use of parkland and park improvements on the Parklands in accordance with pertinent provisions of the Park Maintenance Agreement. The trail within the Parklands shall be

open to the public during the hours then set by City, but in any event not earlier than 6:00 a.m. or later than 10:00 p.m. The Easement granted herein is subject to (i) all matters, rights and rights-of-way of record or apparent or of which Grantee has actual notice as of the date of recordation hereof, including without limitation a separate recorded sidewalk easement from Grantors to Grantee, and private underground utilities approved by City to service adjacent properties, including without limitation those shown on permit set Tracings _____ on file with the City Engineer, and (ii) the non-exclusive license, coupled with an interest, and right of entry of Grantor and its employees, agents, representatives, contractors, and subcontractors for pedestrians, vehicles, machinery and equipment into, over, across, and upon the Parklands as is reasonably necessary for access, ingress, egress, and all activities pursuant to the Park Maintenance Agreement. Grantor shall not make any use of the Parklands (other than pursuant to the Park Maintenance Agreement) or grant any other easements, licenses, or other rights therein that would materially interfere with the permitted uses of the Easement granted herein. Each Grantor is responsible only for the portion of the Easement (as hereinafter defined) over the real property owned by such Grantor.

The recording of this Grant satisfies in full Grantors' dedication obligations and fees due in lieu of parkland dedication with respect to the Parklands under the Development Agreement, the Park Improvement Agreement, and any and all other applicable City requirements. Nothing in this Grant shall be deemed to modify or amend the Park Improvement Agreement or the Park Maintenance Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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IN WITNESS WHEREOF, Grantors have hereunto set their hands this _____ day of _____, 2020. This Grant shall not be effective for any purpose unless and until the Certificate of Acceptance below has been duly executed by Grantee.

“GRANTOR”

SANTA CLARA SQUARE APTS III LLC, a Delaware limited liability company
SANTA CLARA SQUARE APTS IV LLC, a Delaware limited liability company
SANTA CLARA SQUARE APTS V LLC, a Delaware limited liability company

Dated: _____
By (Signature): _____
Name: _____
Title: _____
By (Signature): _____
Name: _____
Title: _____
Business Address: c/o Irvine Company, 131 Theory, Irvine, CA 92617
Email Address: _____
Telephone: () _____
Fax: () _____

“GRANTEE”

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

EXHIBIT "A"
LEGAL DESCRIPTION
PARK EASEMENT
(REDWOOD TRAIL)

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF SANTA CLARA, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCELS 3, 4, AND 5 AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "SANTA CLARA SQUARE – RESIDENTIAL PHASE 2", FILED FOR RECORD DECEMBER 6, 2017 IN BOOK 909 OF MAPS AT PAGES 14-19, OFFICIAL RECORDS OF SAID SANTA CLARA COUNTY, HEREIN REFERRED TO AS "PARK EASEMENT 'A'" AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARK EASEMENT 'A'

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID PARCEL 3 AND BEING A POINT ON THE SOUTHERLY BOUNDARY OF AUGUSTINE DRIVE (PUBLIC STREET) AND ALSO BEING THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 2,970.00 FEET;

THENCE EASTERLY ALONG SAID SOUTHERLY BOUNDARY AND SAID CURVE, FROM WHICH A RADIAL POINT BEARS NORTH 3° 43' 25" EAST, THROUGH A CENTRAL ANGLE OF 4° 14' 18", AN ARC DISTANCE OF 219.69 FEET;

THENCE CONTINUING EASTERLY ALONG SAID SOUTHERLY BOUNDARY, SOUTH 82° 02' 17" EAST, A DISTANCE OF 553.37 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID TANGENT CURVE AND BEING THE TRANSITION OF THE SOUTHERLY BOUNDARY OF AUGUSTINE DRIVE (PUBLIC STREET) TO THE WESTERLY BOUNDARY OF OCTAVIUS DRIVE (PUBLIC STREET), THROUGH A CENTRAL ANGLE OF 83° 03' 04", AN ARC DISTANCE OF 72.48 FEET;

THENCE SOUTHERLY ALONG SAID WESTERLY BOUNDARY SOUTH 01° 00' 47" WEST A DISTANCE OF 139.75 FEET TO A POINT HEREIN FOR CONVENIENCE CALLED POINT "A";

THENCE LEAVING SAID WESTERLY BOUNDARY NORTH 89° 09' 12" WEST, A DISTANCE OF 33.11 FEET;

THENCE NORTH 00° 50' 47" EAST, A DISTANCE OF 11.51 FEET;

THENCE SOUTH 89° 09' 12" EAST, A DISTANCE OF 2.00 FEET;

THENCE NORTH 00° 50' 49" EAST, A DISTANCE OF 13.67 FEET;
THENCE NORTH 89° 09' 12" WEST, A DISTANCE OF 2.00 FEET;
THENCE NORTH 00° 50' 48" EAST, A DISTANCE OF 33.51 FEET;
THENCE NORTH 89° 09' 12" WEST, A DISTANCE OF 5.71 FEET;
THENCE NORTH 00° 50' 48" EAST, A DISTANCE OF 10.42 FEET;
THENCE SOUTH 89° 09' 12" EAST, A DISTANCE OF 4.87 FEET;
THENCE NORTH 00° 50' 48" EAST, A DISTANCE OF 32.21 FEET;
THENCE SOUTH 89° 09' 12" EAST, A DISTANCE OF 5.63 FEET;
THENCE NORTH 00° 50' 48" EAST, A DISTANCE OF 43.33 FEET;
THENCE NORTH 89° 09' 12" WEST, A DISTANCE OF 42.79 FEET;
THENCE SOUTH 00° 50' 48" WEST, A DISTANCE OF 4.33 FEET;
THENCE NORTH 89° 09' 12" WEST, A DISTANCE OF 62.27 FEET;
THENCE SOUTH 00° 50' 48" WEST, A DISTANCE OF 3.00 FEET;
THENCE NORTH 89° 09' 12" WEST, A DISTANCE OF 41.52 FEET;
THENCE SOUTH 00° 50' 48" WEST, A DISTANCE OF 3.50 FEET;
THENCE NORTH 89° 09' 12" WEST, A DISTANCE OF 3.82 FEET;
THENCE NORTH 44° 09' 12" WEST, A DISTANCE OF 2.03 FEET;
THENCE NORTH 45° 50' 48" EAST, A DISTANCE OF 2.00 FEET;
THENCE NORTH 44° 09' 12" WEST, A DISTANCE OF 10.67 FEET;
THENCE SOUTH 45° 50' 48" WEST, A DISTANCE OF 2.00 FEET;
THENCE NORTH 44° 09' 12" WEST, A DISTANCE OF 1.94 FEET;
THENCE NORTH 00° 50' 48" EAST, A DISTANCE OF 3.48 FEET;
THENCE SOUTH 89° 09' 12" EAST, A DISTANCE OF 5.54 FEET;
THENCE NORTH 00° 50' 48" EAST, A DISTANCE OF 39.92 FEET;
THENCE NORTH 89° 09' 12" WEST, A DISTANCE OF 40.83 FEET;

THENCE NORTH 00° 50' 48" EAST, A DISTANCE OF 7.46 FEET;
THENCE NORTH 89° 09' 12" WEST, A DISTANCE OF 11.65 FEET;
THENCE NORTH 00° 50' 48" EAST, A DISTANCE OF 3.00 FEET;
THENCE NORTH 89° 09' 12" WEST, A DISTANCE OF 14.65 FEET;
THENCE NORTH 00° 50' 48" EAST, A DISTANCE OF 5.71 FEET;
THENCE NORTH 89° 09' 12" WEST, A DISTANCE OF 80.71 FEET;
THENCE SOUTH 00° 50' 48" WEST, A DISTANCE OF 3.71 FEET;
THENCE NORTH 89° 09' 12" WEST, A DISTANCE OF 24.71 FEET;
THENCE SOUTH 00° 50' 48" WEST, A DISTANCE OF 3.29 FEET;
THENCE NORTH 89° 09' 12" WEST, A DISTANCE OF 58.72 FEET TO THE
BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A
RADIUS OF 31.00 FEET;
THENCE WESTERLY ALONG SAID CURVE, FROM WHICH A RADIAL POINT
BEARS SOUTH 47° 04' 40" EAST, THROUGH A CENTRAL ANGLE OF 42° 49'
30", AN ARC DISTANCE OF 23.17 FEET TO THE BEGINNING OF A NON-
TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 13.00 FEET;
THENCE NORTHWESTERLY ALONG SAID CURVE, FROM WHICH A RADIAL
POINT BEARS SOUTH 4° 15' 10" EAST, THROUGH A CENTRAL ANGLE OF
92° 06' 36", AN ARC DISTANCE OF 20.90 FEET;
THENCE NORTH 89° 09' 12" WEST, A DISTANCE OF 3.85 FEET;
THENCE NORTH 00° 50' 48" EAST, A DISTANCE OF 14.87 FEET TO THE
BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS
OF 91.00 FEET;
THENCE NORTHWESTERLY ALONG SAID CURVE, FROM WHICH A RADIAL
POINT BEARS NORTH 23° 33' 41" EAST, THROUGH A CENTRAL ANGLE OF
5° 44' 16", AN ARC DISTANCE OF 9.11 FEET;
THENCE NORTH 89° 09' 12" WEST, A DISTANCE OF 39.10 FEET;
THENCE SOUTH 00° 50' 48" WEST, A DISTANCE OF 2.20 FEET;
THENCE NORTH 89° 09' 12" WEST, A DISTANCE OF 29.57 FEET;
THENCE NORTH 00° 50' 48" EAST, A DISTANCE OF 2.00 FEET;

THENCE NORTH 89° 09' 12" WEST, A DISTANCE OF 29.14 FEET;

THENCE NORTH 00° 50' 48" EAST, A DISTANCE OF 23.11 FEET;

THENCE NORTH 89° 09' 12" WEST, A DISTANCE OF 61.22 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 77.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE, FROM WHICH A RADIAL POINT BEARS SOUTH 19° 45' 18" EAST, THROUGH A CENTRAL ANGLE OF 5° 56' 58", AN ARC DISTANCE OF 8.00 FEET;

THENCE SOUTH 00° 50' 48" WEST, A DISTANCE OF 3.04 FEET;

THENCE NORTH 89° 09' 12" WEST, A DISTANCE OF 26.62 FEET;

THENCE SOUTH 00° 50' 48" WEST, A DISTANCE OF 3.00 FEET;

THENCE NORTH 89° 09' 12" WEST, A DISTANCE OF 12.42 FEET;

THENCE NORTH 00° 50' 48" EAST, A DISTANCE OF 2.00 FEET;

THENCE NORTH 89° 09' 12" WEST, A DISTANCE OF 15.67 FEET;

THENCE SOUTH 00° 50' 48" WEST, A DISTANCE OF 2.00 FEET;

THENCE NORTH 89° 09' 12" WEST, A DISTANCE OF 12.83 FEET;

THENCE NORTH 00° 50' 48" EAST, A DISTANCE OF 3.00 FEET;

THENCE NORTH 89° 09' 12" WEST, A DISTANCE OF 9.48 FEET;

THENCE NORTH 00° 50' 48" EAST, A DISTANCE OF 3.00 FEET;

THENCE NORTH 89° 09' 12" WEST, A DISTANCE OF 80.65 FEET;

THENCE SOUTH 00° 50' 48" WEST, A DISTANCE OF 0.38 FEET;

THENCE NORTH 89° 09' 12" WEST, A DISTANCE OF 76.98 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND ALSO BEING A POINT ON THE EASTERLY BOUNDARY OF MONTGOMERY DRIVE (PUBLIC STREET);

THENCE NORTHEASTERLY ALONG SAID CURVE, FROM WHICH A RADIAL POINT BEARS NORTH 77° 58' 44" WEST, AND BEING THE TRANSITION OF THE EASTERLY BOUNDARY OF MONTGOMERY DRIVE (PUBLIC STREET) TO THE SOUTHERLY BOUNDARY OF AUGUSTINE DRIVE (PUBLIC STREET), THROUGH A CENTRAL ANGLE OF 81° 42' 10", AN ARC DISTANCE OF 71.30 FEET TO THE **POINT OF BEGINNING**.

EXCEPTING THEREFROM THAT PORTION OF PROPERTY HEREIN REFERRED TO AS "SIGN EASEMENT EXCEPTION NO. 1", BEING A PORTION OF SAID PARCEL 3 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID PARCEL 3 AND ALSO BEING A POINT ON THE SOUTHERLY BOUNDARY OF AUGUSTINE DRIVE (PUBLIC STREET);

THENCE LEAVING SAID SOUTHERLY BOUNDARY SOUTH 46° 49' 08" WEST, A DISTANCE OF 37.07 FEET TO THE **TRUE POINT OF BEGINNING OF SIGN EASEMENT EXCEPTION NO. 1;**

THENCE SOUTH 47° 00' 41" WEST, A DISTANCE OF 8.75 FEET;

THENCE NORTH 42° 59' 19" WEST, A DISTANCE OF 2.00 FEET;

THENCE NORTH 47° 00' 41" EAST, A DISTANCE OF 8.75 FEET;

THENCE SOUTH 42° 59' 19" EAST, A DISTANCE OF 2.00 FEET TO THE **TRUE POINT OF BEGINNING OF SIGN EASEMENT EXCEPTION NO. 1.**

CONTAINING 34,171 SQUARE FEET (0.785 ACRES) OF LAND, MORE OR LESS.

IN CONJUNCTION WITH THE ABOVE DESCRIBED EASEMENT, AN ADDITIONAL AREA BEING A PORTION OF SAID REFERENCED PARCELS, HEREIN REFERRED TO "PARK EASEMENT 'B'" AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARK EASEMENT 'B'

COMMENCING AT A POINT PREVIOUSLY DESCRIBED AS POINT "A";

THENCE SOUTHERLY ALONG THE WESTERLY BOUNDARY OF OCTAVIUS DRIVE (PUBLIC STREET) SOUTH 01° 00' 47" WEST, A DISTANCE OF 31.94 FEET TO THE **POINT OF BEGINNING;**

THENCE CONTINUING SOUTHERLY ALONG SAID WESTERLY BOUNDARY SOUTH 01° 00' 47" WEST, A DISTANCE OF 225.70 FEET TO THE INTERSECTION OF THE SOUTHERLY BOUNDARY OF SAID PARCEL 5 AND SAID WESTERLY BOUNDARY;

THENCE WESTERLY ALONG SAID SOUTHERLY BOUNDARY, NORTH 89° 09' 12" WEST, A DISTANCE OF 23.82 FEET;

THENCE NORTH 00° 50' 48" EAST, A DISTANCE OF 28.49 FEET;

THENCE SOUTH 89° 09' 12" EAST, A DISTANCE OF 2.00 FEET;

THENCE NORTH 00° 50' 48" EAST, A DISTANCE OF 22.67 FEET;
THENCE NORTH 89° 09' 12" WEST, A DISTANCE OF 2.00 FEET;
THENCE NORTH 00° 50' 48" EAST, A DISTANCE OF 14.17 FEET;
THENCE SOUTH 89° 09' 12" EAST, A DISTANCE OF 0.92 FEET;
THENCE NORTH 00° 50' 48" EAST, A DISTANCE OF 73.37 FEET;
THENCE NORTH 89° 09' 12" WEST, A DISTANCE OF 3.00 FEET;
THENCE NORTH 00° 50' 48" EAST, A DISTANCE OF 40.40 FEET;
THENCE SOUTH 89° 09' 12" EAST, A DISTANCE OF 3.15 FEET;
THENCE NORTH 00° 50' 48" EAST, A DISTANCE OF 30.52 FEET;
THENCE NORTH 89° 09' 12" WEST, A DISTANCE OF 3.15 FEET;
THENCE NORTH 00° 50' 48" EAST, A DISTANCE OF 16.08 FEET;
THENCE SOUTH 89° 09' 12" EAST, A DISTANCE OF 26.56 FEET
TO THE **POINT OF BEGINNING**;

CONTAINING 5,423 SQUARE FEET (0.124 ACRES) OF LAND, MORE OR LESS.

IN CONJUNCTION WITH THE ABOVE DESCRIBED EASEMENT, AN ADDITIONAL AREA BEING A PORTION OF SAID REFERENCED PARCELS, HEREIN REFERRED TO "PARK EASEMENT 'C'" AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARK EASEMENT 'C'

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID PARCEL 4 AND BEING A POINT ON THE NORTHERLY BOUNDARY OF SCOTT BOULEVARD (PUBLIC STREET);

THENCE WESTERLY ALONG SAID NORTHERLY BOUNDARY, NORTH 76° 30' 56" WEST, A DISTANCE OF 470.50 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE AND BEING THE TRANSITION OF SAID NORTHERLY BOUNDARY OF SCOTT BOULEVARD (PUBLIC STREET) TO THE EASTERLY BOUNDARY OF MONTGOMERY DRIVE (PUBLIC STREET) THROUGH A CENTRAL ANGLE OF 36° 22' 42", AN ARC DISTANCE OF 31.75 FEET;

THENCE LEAVING SAID EASTERLY BOUNDARY, SOUTH 89° 09' 12" EAST, A DISTANCE OF 52.60 FEET;

THENCE NORTH 00° 50' 48" EAST, A DISTANCE OF 6.81 FEET;

THENCE SOUTH 89° 09' 13" EAST, A DISTANCE OF 11.00 FEET;

THENCE SOUTH 00° 50' 48" WEST, A DISTANCE OF 2.00 FEET;

THENCE SOUTH 89° 09' 11" EAST, A DISTANCE OF 16.67 FEET;

THENCE NORTH 00° 50' 48" EAST, A DISTANCE OF 2.00 FEET;

THENCE SOUTH 89° 09' 13" EAST, A DISTANCE OF 9.22 FEET;

THENCE SOUTH 14° 50' 48" WEST, A DISTANCE OF 2.25 FEET;

THENCE SOUTH 75° 09' 12" EAST, A DISTANCE OF 35.38 FEET;

THENCE SOUTH 14° 50' 48" WEST, A DISTANCE OF 8.54 FEET;

THENCE SOUTH 75° 09' 12" EAST, A DISTANCE OF 24.62 FEET;

THENCE SOUTH 14° 50' 48" WEST, A DISTANCE OF 3.50 FEET;

THENCE SOUTH 75° 09' 12" EAST, A DISTANCE OF 24.54 FEET;

THENCE NORTH 14° 50' 48" EAST, A DISTANCE OF 3.50 FEET;

THENCE SOUTH 75° 08' 55" EAST, A DISTANCE OF 33.50 FEET;

THENCE NORTH 14° 50' 48" EAST, A DISTANCE OF 2.16 FEET;

THENCE SOUTH 75° 09' 20" EAST, A DISTANCE OF 71.25 FEET;

THENCE NORTH 59° 50' 48" EAST, A DISTANCE OF 19.46 FEET;

THENCE SOUTH 89° 09' 12" EAST, A DISTANCE OF 42.93 FEET;

THENCE SOUTH 00° 50' 48" WEST, A DISTANCE OF 35.14 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 31.06 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE, FROM WHICH A RADIAL POINT BEARS SOUTH 52° 19' 46" WEST, THROUGH A CENTRAL ANGLE OF 14° 32' 20", AN ARC DISTANCE OF 7.88 FEET;

THENCE SOUTH 89° 09' 12" EAST, A DISTANCE OF 42.27 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 65.00 FEET;

THENCE EASTERLY ALONG SAID CURVE, FROM WHICH A RADIAL POINT BEARS NORTH 12° 00' 41" WEST, THROUGH A CENTRAL ANGLE OF 25° 42' 57", AN ARC DISTANCE OF 29.17 FEET;

THENCE SOUTH 89° 09' 12" EAST, A DISTANCE OF 50.35 FEET;

THENCE NORTH 00° 50' 48" EAST, A DISTANCE OF 2.87 FEET;

THENCE SOUTH 89° 09' 12" EAST, A DISTANCE OF 20.17 FEET;

THENCE NORTH 00° 50' 11" EAST, A DISTANCE OF 1.00 FEET;

THENCE SOUTH 89° 09' 12" EAST, A DISTANCE OF 49.25 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID PARCEL 4;

THENCE SOUTHERLY ALONG SAID EASTERLY BOUNDARY, SOUTH 00° 50' 48" WEST, A DISTANCE OF 35.75 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND ALSO BEING A POINT ON SAID NORTHERLY BOUNDARY OF SCOTT BOULEVARD;

THENCE SOUTHWESTERLY ALONG SAID CURVE, FROM WHICH A RADIAL POINT BEARS SOUTH 36° 37' 35" EAST, THROUGH A CENTRAL ANGLE OF 50° 06' 39", AN ARC DISTANCE OF 43.73 FEET TO THE **POINT OF BEGINNING**;

EXCEPTING THEREFROM THAT PORTION OF PROPERTY HEREIN REFERRED TO AS "SIGN EASEMENT EXCEPTION NO. 2", BEING A PORTION OF SAID PARCEL 4 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID PARCEL 4 AND ALSO BEING A POINT ON THE NORTHERLY BOUNDARY OF SCOTT BOULEVARD (PUBLIC STREET);

THENCE LEAVING SAID NORTHERLY BOUNDARY NORTH 58° 21' 33" EAST, A DISTANCE OF 32.20 FEET TO THE **TRUE POINT OF BEGINNING OF SIGN EASEMENT EXCEPTION NO. 2**;

THENCE NORTH 55° 09' 22" EAST, A DISTANCE OF 10.75 FEET;

THENCE SOUTH 34° 50' 38" EAST, A DISTANCE OF 3.33 FEET;

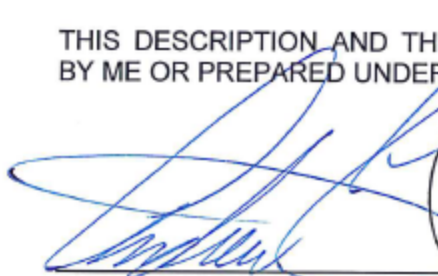
THENCE SOUTH 55° 09' 22" WEST, A DISTANCE OF 10.75 FEET;

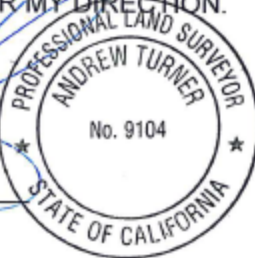
THENCE NORTH 34° 50' 38" WEST, A DISTANCE OF 3.33 FEET TO THE **TRUE POINT OF BEGINNING OF SIGN EASEMENT EXCEPTION NO. 2**.

CONTAINING 14,409 SQUARE FEET (0.331 ACRES) OF LAND, MORE OR LESS.

A PLAT ENTITLED EXHIBIT "B" IS ATTACHED HERETO AND MADE A PART HEREOF.

THIS DESCRIPTION AND THE ACCOMPANYING PLAT WERE PREPARED BY ME OR PREPARED UNDER MY DIRECTION.


ANDREW TURNER
P.L.S. 9104
CIVIL ENGINEERING ASSOCIATES, INC.



1/21/2020
DATE

LEGEND

	DISTINCTIVE BOUNDARY
	EXISTING RIGHT-OF-WAY
	LOT LINE
	EASEMENT LINE
	MATCH LINE
SF	SQUARE FEET
POB	POINT OF BEGINNING

SURVEYOR'S STATEMENT

THIS SITE PLAN WAS PREPARED BY ME
OR UNDER MY DIRECTION.

ANDREW TURNER, P.L.S.

DATED

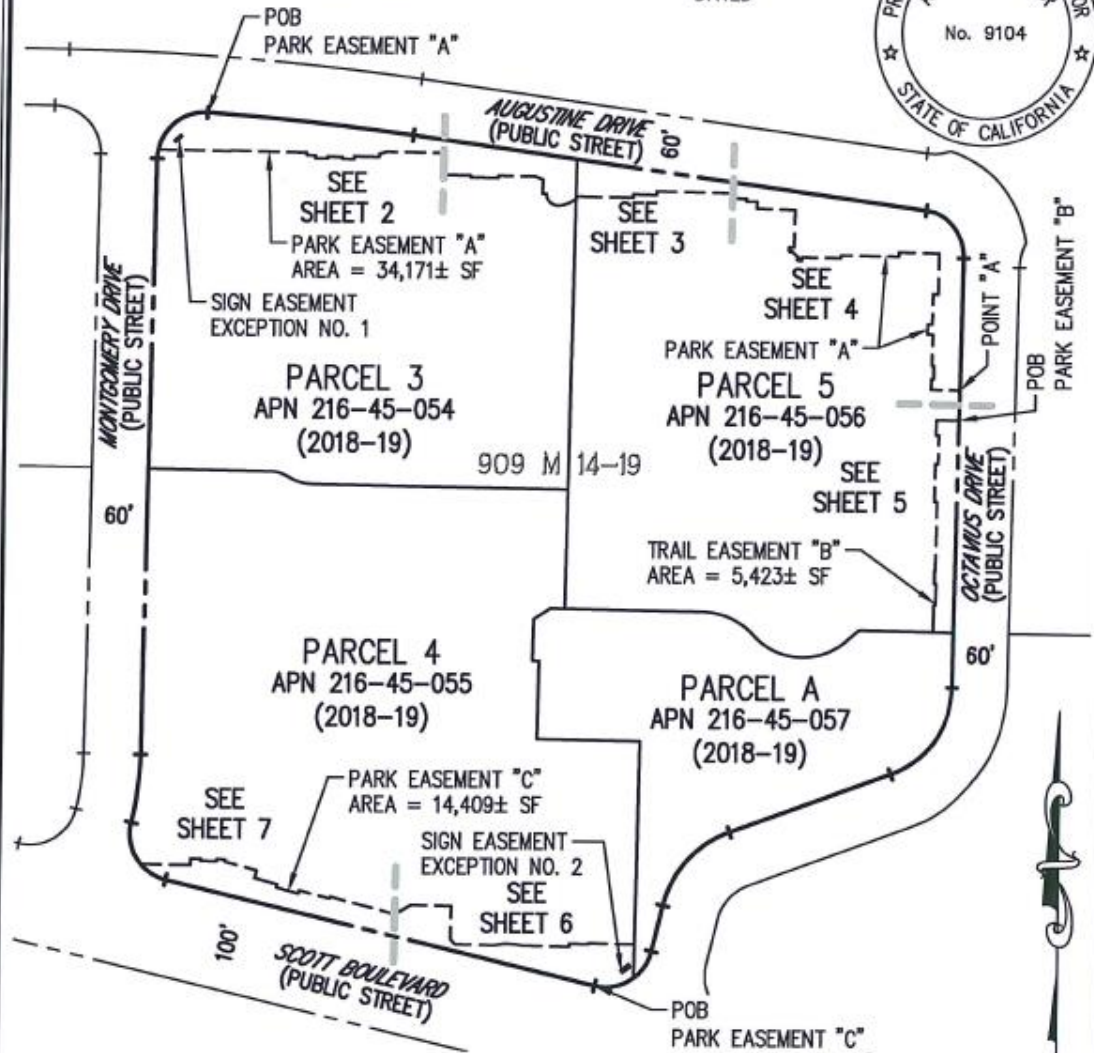


EXHIBIT "B" PARK EASEMENT (REDWOOD TRAIL) PLAT TO ACCOMPANY LEGAL DESCRIPTION



**Civil
Engineering
Associates**

Civil Engineers • Planners • Surveyors

2055 Gateway Place Suite 550
San Jose, CA 95110
T: (408) 453-1066

BY: CH

DATE: 1/21/2020

SCALE: 1"=160'

JOB NO. 14-101

1 OF 8

SHT.NO.

LEGEND

- DISTINCTIVE BOUNDARY
- LOT LINE
- EASEMENT LINE
- (R) RADIAL BEARING

SURVEYOR'S STATEMENT

THIS SITE PLAN WAS PREPARED BY ME
OR UNDER MY DIRECTION.

ANDREW TURNER, P.L.S.

DATED



N89°09'12"W 80.65'
76.98'

DETAIL
1"=2'

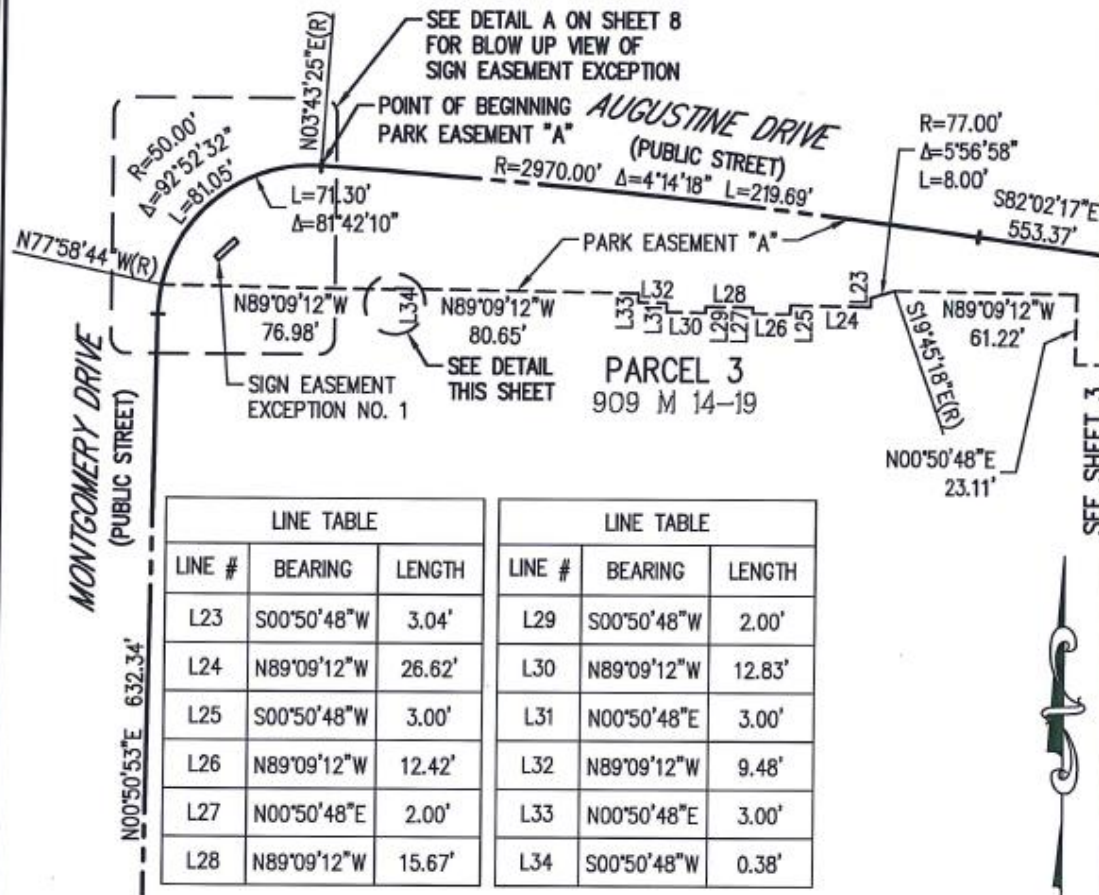


EXHIBIT "B" PARK EASEMENT (REDWOOD TRAIL) PLAT TO ACCOMPANY LEGAL DESCRIPTION



**Civil
Engineering
Associates**

Civil Engineers • Planners • Surveyors

2055 Gateway Place Suite 550
San Jose, CA 95110
T: (408) 453-1066

BY: CH

DATE: 1/21/2020

SCALE: 1"=50'

JOB NO. 14-101

2 OF 8

SHT.NO.

LEGEND

- DISTINCTIVE BOUNDARY
- LOT LINE
- EASEMENT LINE
- (R) RADIAL BEARING

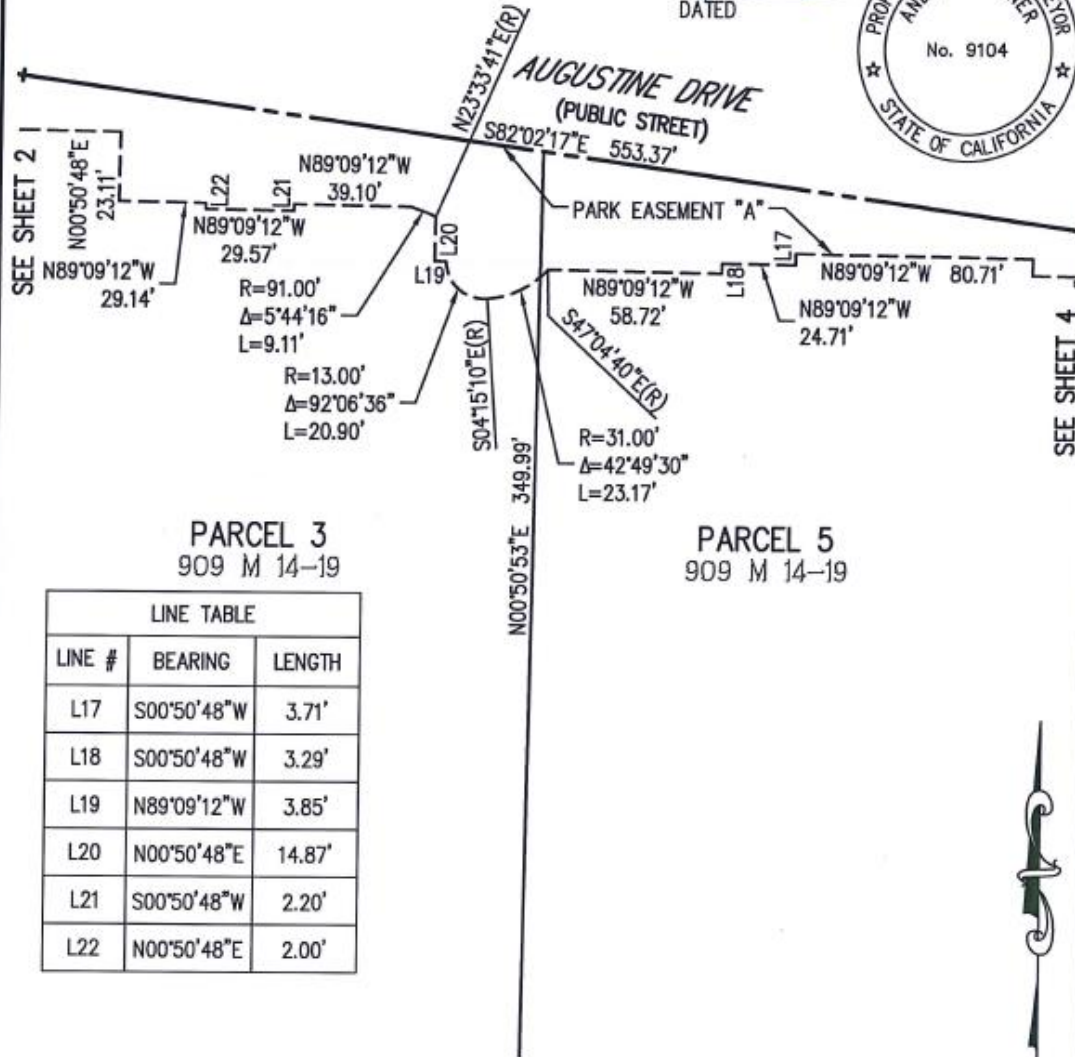
SURVEYOR'S STATEMENT

THIS SITE PLAN WAS PREPARED BY ME
OR UNDER MY DIRECTION.

ANDREW TURNER, P.L.S.

DATED

1/21/2020



PARCEL 3
909 M 14-19

PARCEL 5
909 M 14-19

LINE TABLE		
LINE #	BEARING	LENGTH
L17	S00°50'48"W	3.71'
L18	S00°50'48"W	3.29'
L19	N89°09'12"W	3.85'
L20	N00°50'48"E	14.87'
L21	S00°50'48"W	2.20'
L22	N00°50'48"E	2.00'

EXHIBIT "B" PARK EASEMENT (REDWOOD TRAIL) PLAT TO ACCOMPANY LEGAL DESCRIPTION



Civil Engineering Associates

Civil Engineers • Planners • Surveyors

2055 Gateway Place Suite 550
San Jose, CA 95110
T: (408) 453-1066

BY: CH
DATE: 1/21/2020
SCALE: 1"=50'
JOB NO. 14-101

3 OF 8
SHT.NO.

LEGEND

--- DISTINCTIVE BOUNDARY
 --- LOT LINE
 --- EASEMENT LINE

SURVEYOR'S STATEMENT

THIS SITE PLAN WAS PREPARED BY ME OR UNDER MY DIRECTION.

ANDREW TURNER, P.L.S.

DATED

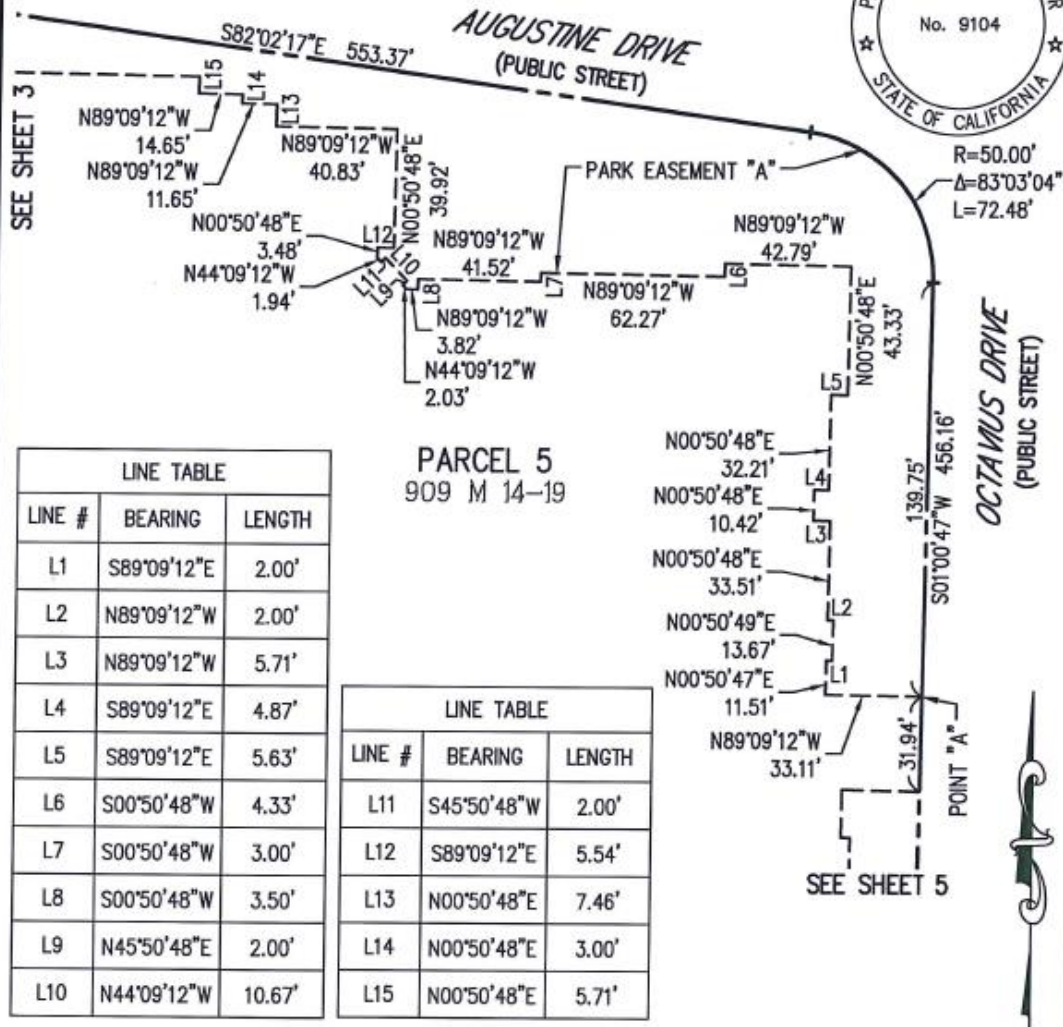


EXHIBIT "B" PARK EASEMENT (REDWOOD TRAIL) PLAT TO ACCOMPANY LEGAL DESCRIPTION



Civil Engineering Associates
 Civil Engineers • Planners • Surveyors

2055 Gateway Place Suite 550
 San Jose, CA 95110
 T: (408) 453-1066

BY: CH

DATE: 1/21/2020

SCALE: 1"=50'

JOB NO. 14-101

4 OF 8

SHT.NO.

LEGEND

--- DISTINCTIVE BOUNDARY
 --- LOT LINE
 --- EASEMENT LINE
 SF SQUARE FEET

SURVEYOR'S STATEMENT

THIS SITE PLAN WAS PREPARED BY ME
 OR UNDER MY DIRECTION.

ANDREW TURNER, P.L.S.

DATED



SEE SHEET 4

LINE TABLE		
LINE #	BEARING	LENGTH
L34	S89°09'12"E	2.00'
L35	N89°09'12"W	2.00'
L36	S89°09'12"E	0.92'
L37	N89°09'12"W	3.00'
L38	S89°09'12"E	3.15'
L39	N89°09'12"W	3.15'

PARCEL 5
 909 M 14-19

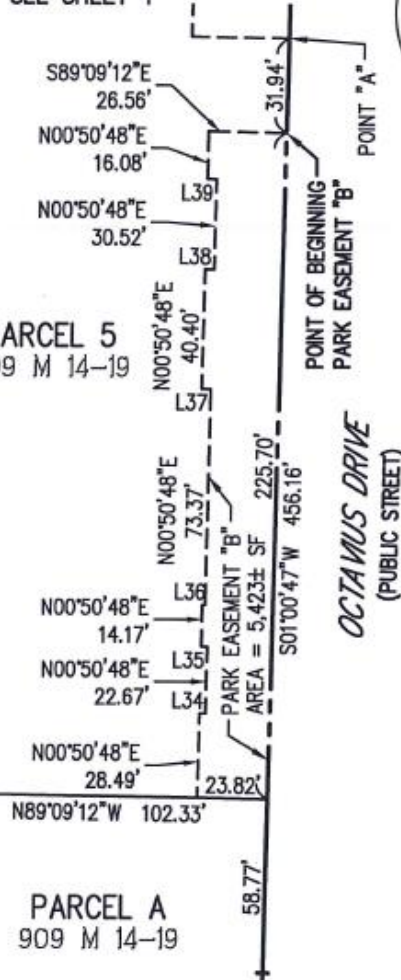


EXHIBIT "B" PARK EASEMENT (REDWOOD TRAIL) PLAT TO ACCOMPANY LEGAL DESCRIPTION



Civil Engineering Associates

Civil Engineers • Planners • Surveyors

2055 Gateway Place Suite 550
 San Jose, CA 95110
 T: (408) 453-1066

BY: CH

DATE: 1/21/2020

SCALE: 1"=50'

JOB NO. 14-101

5 OF 8
 SHT.NO.

LEGEND

- DISTINCTIVE BOUNDARY
- LOT LINE
- EASEMENT LINE
- (R) RADIAL BEARING

SURVEYOR'S STATEMENT

THIS SITE PLAN WAS PREPARED BY ME
OR UNDER MY DIRECTION.

ANDREW TURNER, P.L.S.

DATED



LINE TABLE		
LINE #	BEARING	LENGTH
L51	N00°50'48"E	2.87'
L52	S89°09'12"E	20.17'
L53	N00°50'11"E	1.00'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C2	31.06'	14°32'20"	7.88'
C3	65.00'	25°42'57"	29.17'

SEE SHEET 7

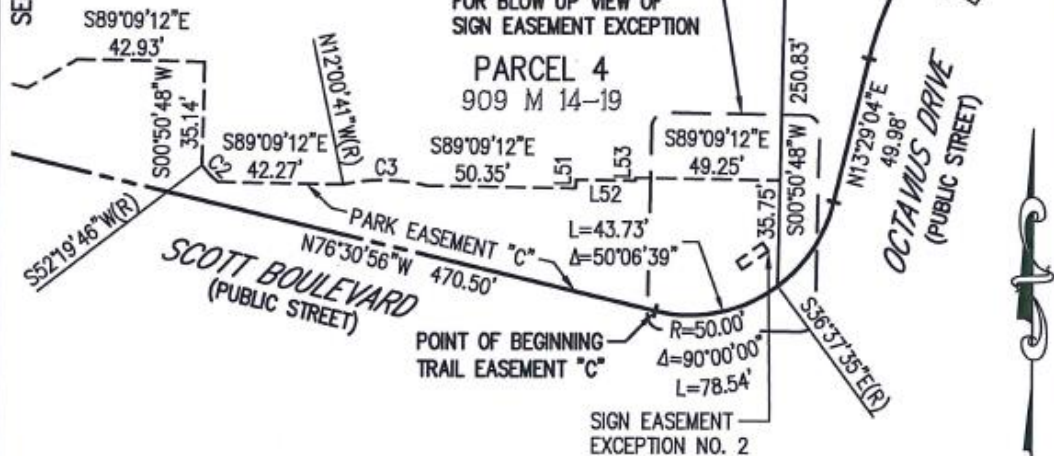


EXHIBIT "B" PARK EASEMENT (REDWOOD TRAIL) PLAT TO ACCOMPANY LEGAL DESCRIPTION



**Civil
Engineering
Associates**

Civil Engineers • Planners • Surveyors

2055 Gateway Place Suite 550
San Jose, CA 95110
T: (408) 453-1088

BY: CH

DATE: 1/21/2020

SCALE: 1"=50'

JOB NO. 14-101

6 OF 8
SHT.NO.

LEGEND

- DISTINCTIVE BOUNDARY
- LOT LINE
- EASEMENT LINE

SURVEYOR'S STATEMENT

THIS SITE PLAN WAS PREPARED BY ME OR UNDER MY DIRECTION.

ANDREW TURNER, P.L.S.

1/21/2020
DATED



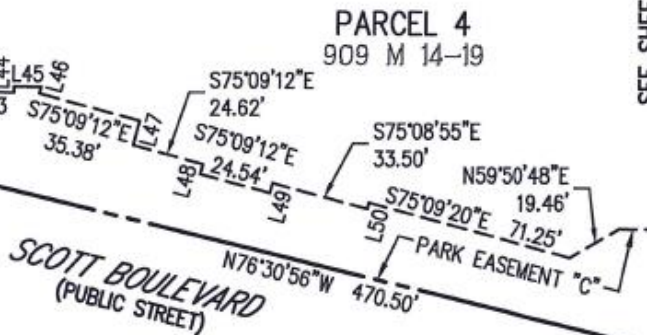
MONTGOMERY DRIVE
(PUBLIC STREET)

R=330.00'
Δ=12°39'10"
L=72.87'

LINE TABLE		
LINE #	BEARING	LENGTH
L40	N00°50'48"E	6.81'
L41	S89°09'13"E	11.00'
L42	S00°50'48"W	2.00'
L43	S89°09'11"E	16.67'
L44	N00°50'48"E	2.00'
L45	S89°09'13"E	9.22'

LINE TABLE		
LINE #	BEARING	LENGTH
L46	S14°50'48"W	2.25'
L47	S14°50'48"W	8.54'
L48	S14°50'48"W	3.50'
L49	N14°50'48"E	3.50'
L50	N14°50'48"E	2.16'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	50.00'	36°22'42"	31.75'



SEE SHEET 6

EXHIBIT "B" PARK EASEMENT (REDWOOD TRAIL) PLAT TO ACCOMPANY LEGAL DESCRIPTION



Civil Engineering Associates

Civil Engineers • Planners • Surveyors

2055 Gateway Place Suite 550
San Jose, CA 95110
T: (408) 453-1066

BY: CH

DATE: 1/21/2020

SCALE: 1"=50'

JOB NO. 14-101

7 OF 8

SHT.NO.

SURVEYOR'S STATEMENT
THIS SITE PLAN WAS PREPARED BY ME
OR UNDER MY DIRECTION.

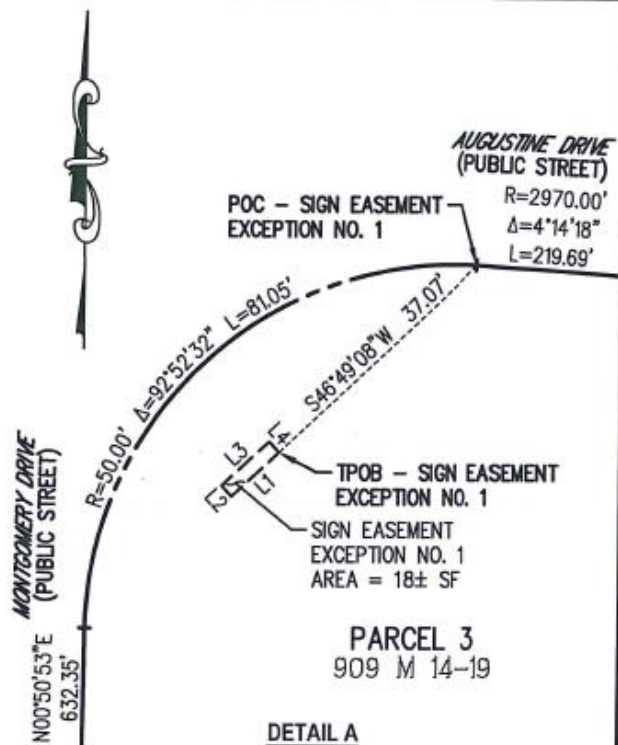
ANDREW TURNER, P.L.S.

DATED

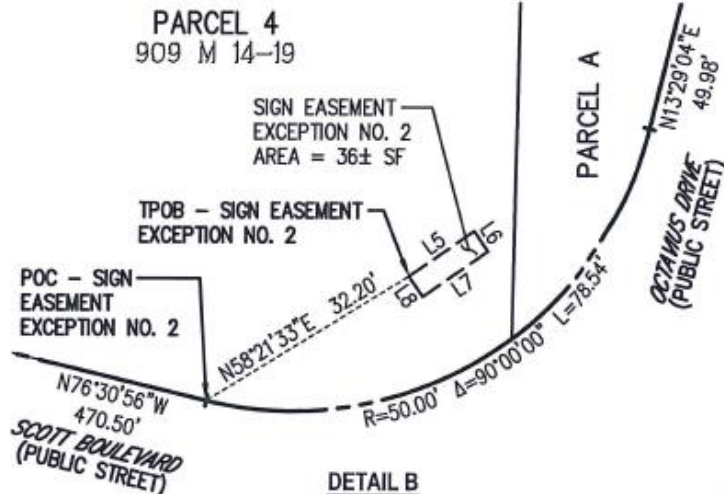


LEGEND

- DISTINCTIVE BOUNDARY
- RIGHT-OF-WAY LINE
- LOT LINE
- BOUNDARY TIE
- NEW EASEMENT LINE
- POC POINT OF COMMENCEMENT
- TPOB TRUE POINT OF BEGINNING



LINE TABLE		
LINE #	BEARING	LENGTH
L1	S47°00'41"W	8.75'
L2	N42°59'19"W	2.00'
L3	N47°00'41"E	8.75'
L4	S42°59'19"E	2.00'
L5	N55°09'22"E	10.75'
L6	S34°50'38"E	3.33'
L7	S55°09'22"W	10.75'
L8	N34°50'38"W	3.33'



**EXHIBIT "B" - SIGN EASEMENT
PLAT TO ACCOMPANY LEGAL DESCRIPTION**



**Civil
Engineering
Associates**

Civil Engineers • Planners • Surveyors

2055 Gateway Place Suite 550
San Jose, CA 95110
T: (408) 453-1066

BY: CH
DATE: 1/21/2020
SCALE: 1"=20'
JOB NO. 14-101

8 OF 8
SHT.NO.



Agenda Report

20-180

Agenda Date: 2/25/2020

REPORT TO COUNCIL

SUBJECT

Action on an Agreement for Services with Dasher Technologies, Inc. for the Blade Center Replacement Project [Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure]

BACKGROUND

The City's Electric Department, Silicon Valley Power (SVP) has business-critical applications that run on existing IBM BladeCenter servers that are at end of life. SVP needs to replace the end-of-life hardware, software, and related equipment to prevent disruption in daily business operations as well as enhance the existing technology infrastructure to support and improve efficiencies of various business processes to meet future needs.

DISCUSSION

On September 6, 2019, staff issued a Request for Proposal (RFP) to solicit proposals from qualified firms to provide a turnkey solution to replace the IBM BladeCenter servers and software. The RFP was published on BidSync, the City's e-procurement system. A total of 59 companies viewed the RFP, and four proposals were received from the following firms:

- Dasher Technologies, Inc. (Campbell, CA)
- Entisys Solutions Inc. DBA Entisys360 (Concord, CA)
- Presidio Networked Solutions Group, LLC (Pleasanton, CA)
- Safari Micro Inc. (Chandler, AZ)

Evaluation Process: Proposals were evaluated and scored independently by a three-member evaluation team against the criteria and weights published in the RFP. Dasher Technologies and Entisys Solutions were invited to oral presentations to demonstrate their knowledge and understanding of the City's requirements, discuss their proposed solution, and provide detailed information on their project delivery approach to ensure that the City's requirements are met.

Evaluation scores for the two finalists are summarized below:

Evaluation Criteria	Max Points	Dasher Technologies	Entisys Solutions
Experience	15	12	10
Technical Solution	35	28	26
Warranty & Support	30	26	20
Cost	20	20	13
Total	100	86	69

Award Recommendation: Staff recommends award of contract to Dasher Technologies, Inc. as the most advantageous and best value proposal per the evaluation criteria set forth in the RFP. Their proposal met or exceeded all of the RFP specifications, and their solution was rated superior in the following key areas:

- Experience, knowledge, and expertise deploying the proposed Hewlett Packard Enterprise (HPE) Synergy solution with over 25 installations since the product was released in 2017.
- Technical expertise to integrate software, hardware, and services into a custom solution to meet the requirements of the City.
- Established partnership with HPE to ensure ongoing support of the system.

Notice of Intended Award: A Notice of Intended Award (NOIA) announcing the City's recommended vendor was issued on December 6, 2019.

Term of Agreement: The term of the proposed agreement will be 64 months covering system installation and five years of support.

Summary of Agreement: The proposed agreement with Dasher Technologies includes provision of Hewlett Packard Enterprise (HPE) Synergy Blade Center solution, including all hardware, software, and professional services to design, implement, maintain, and support the system.

Cost Summary: The proposed agreement will include a detailed scope of services, a general project plan, a compensation schedule with milestone payments tied to the successful completion of key project deliverables, and a final system acceptance process that triggers final payment and start of warranty and support services.

Pricing for system implementation and support services are fixed for the term of the contract as set forth below.

Cost Element	Total
System Implementation (including 5-year HPE support)	\$697,677.10
Additional Products and Services	\$100,000.00
CONTRACT NOT TO EXCEED TOTAL	\$797,677.10

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. Furthermore, the action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT

Total cost of the Agreement will not exceed \$797,677.10. Sufficient funds are available in SVP's Network and Cyber Security Infrastructure capital improvement program project.

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

1. Authorize the City Manager, or her designee, to execute an Agreement for Services with Dasher Technologies, Inc. for the Blade Center Replacement Project for a term starting on or about March 1, 2020, and ending on or about June 30, 2025, for a total maximum not-to-exceed of \$797,677.10; and
2. Authorize the City Manager to make minor modifications to the Agreement for Services with Dasher Technologies, Inc. and execute any and all associated documents and future amendments.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Agreement for Services - Dasher Technologies, Inc.

**AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
DASHER TECHNOLOGIES, INC.**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Dasher Technologies, 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 – Compensation

Exhibit C – Insurance Requirements

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions

of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on March 1, 2020 and terminate on June 30, 2025.

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 "COMPENSATION." The maximum compensation of this Agreement is **Seven Hundred Ninety-Seven Thousand Six Hundred Seventy-Seven Dollars and Ten Cents (\$797,677.10)** 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: Silicon Valley Power
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail gdougherty@santaclaraca.gov,
svpcontracts@santaclaraca.gov and manager@santaclaraca.gov

And to Contractor addressed as follows:

Dasher Technologies, Inc.
675 Campbell Technology Parkway, Suite 100
Campbell, CA 95008
and by e-mail at teamarmstrong@dasher.com and
michael.cook@dasher.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and

following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____

BRIAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

DASHER TECHNOLOGIES, INC.
a California corporation

Dated: 01/29/2020

By (Signature): Michael J. Cook
Name: Michael Cook

Title: CFO

Principal Place of Business Address: 675 Campbell Technology Parkway, Suite 100
Campbell, CA 95008

Email Address: michael.cook@dasher.com

Telephone: (408) 409-2849

Fax: _____

"CONTRACTOR"

EXHIBIT A

SCOPE OF SERVICES

The following Scope of Services defines the principal tasks and responsibilities of Contractor and the City of Santa Clara (hereinafter “City”) for the replacement of the IBM Blade Center with Hewlett Packard Enterprise Synergy Solution.

1. PROJECT DESCRIPTION

- 1.1.** The City of Santa Clara’s Electric Utility, Silicon Valley Power (SVP) has IBM Blade Centers that are at end-of-life and require replacement. The IBM Blade Centers are located at the following two locations:

1.1.1. Primary location at 881 Martin Avenue, Santa Clara, CA 95050 (1601A)

1.1.2. Secondary location at 1705 Martin Avenue, Santa Clara, CA 95050 (1601B)

- 1.2.** Under this agreement, Contractor shall provide a turnkey solution to replace the IBM Blade Centers with Hewlett Packard Enterprise (HPE) Synergy Solution (System) at both locations specified above. Contractor shall be responsible for the provision of all hardware, software, and services to design, implement, maintain, and support the System.

2. DOCUMENTS

- 2.1.** This Exhibit contains the following Appendices:

2.1.1. Appendix A-1: Project Cost Breakdown

2.1.2. Appendix A-2: Preliminary Project Schedule

2.1.3. Appendix A-3: Final System Acceptance Certificate

- 2.2.** To the extent not inconsistent with this Agreement between the City and Contractor including this Scope of Services, the City’s RFP 19-20-08 (including subsequent updates), Contractor’s proposal response dated October 4, 2019 and Contractor’s oral demonstration materials dated November 29, 2019 are hereby incorporated by reference herein, and shall supplement this Scope of Services and be subject to the terms and conditions of the Agreement.

3. PHASE OF IMPLEMENTATION

- 3.1.** Contractor shall implement the System in accordance with the phasing plan set forth herein.

- 3.2.** Contractor shall complete the implementation as currently scoped within three (3) months from the date of the execution of this Agreement, assuming all

technical prerequisites have been met, such as the upgrade of the core network from 1G to 10G and assuming a typical hardware delivery lead-time of two to three weeks from the execution of this Agreement. Agreed upon changes in scope may impact the completion schedule.

- 3.3.** The schedule of performance may, at the sole discretion of the City, be extended by written approval from the City.

4. PHASE 1 – PLANNING

4.1. Project Kick-off Meeting

- 4.1.1.** Contractor shall conduct an on-site project kick-off meeting with the project team to:

- 4.1.1.1.** Introduce project team members, including project roles and responsibilities.
- 4.1.1.2.** Provide a high-level review of the System.
- 4.1.1.3.** Deliver a preliminary Project Implementation Schedule in a critical path format so that the timelines and milestones can be clearly identified and measured. The City prefers that the schedule is presented utilizing a RACI matrix.
- 4.1.1.4.** Define processes for tracking project status.
- 4.1.1.5.** Define change control procedures.
- 4.1.1.6.** Discuss and define the deliverable review and final system acceptance processes.
- 4.1.1.7.** Determine the format and protocol for periodic, ongoing meetings, reports, and communications.
- 4.1.1.8.** Review escalation management process, including lines of communication, reporting relationships, etc.
- 4.1.1.9.** Identify high-risk or problem areas and discuss resolution process.

4.2. System Discovery and Investigation

- 4.2.1.** Contractor shall conduct meetings as required to gather requirements and draft a Design Plan that shall:
- 4.2.1.1.** Identify and provide resolution for all critical technical infrastructure.

- 4.2.1.2.** Update the risk register based on all new known risks from the discovery and investigation.
- 4.2.1.3.** Identify all the required hardware/parts and notify the City if there are additional parts required that are not listed on Appendix A-1.
- 4.2.1.4.** Identify any City responsibilities.
- 4.2.1.5.** Finalize the Preliminary Project Schedule as shown on Appendix A-2.

4.3. Final Design Plan

- 4.3.1.** Contractor shall submit the Final Design Plan to City for review and approval prior to starting installation services.

5. PHASE 2 - IMPLEMENTATION

5.1. General

- 5.1.1.** During this phase, Contractor shall perform and lead all installation services for the System in accordance with the approved Design Plan. Contractor shall assume that this solution is turnkey with the exception of the server creation and configuration by the City.
- 5.1.2.** City will provide staff to accompany Contractor at both primary and secondary locations. In addition, City will provide a server and network administrator to assist Contractor during implementation.
- 5.1.3.** City will be responsible for installing the appropriate Windows OS for Hyper-V and create server profiles and Hyper-V cluster.
- 5.1.4.** City will upgrade the current core switch from 1G copper to 10G by the time the Contractor implementation services start. Because this is a requirement that needs to be completed prior to Contractor starting work, the City will communicate the upgrade completion timeline to Contractor.

5.2. Implementation Services - Contractor responsibilities shall include but not limited to:

5.2.1. Hardware Installation

- 5.2.1.1.** Install the Synergy chassis in the specified rack location.
- 5.2.1.2.** Install all power and network cables.

- 5.2.1.3.** Make all required connections from the Synergy chassis to the FC fabric switch and ensure the correct connections from the FC fabric switch are made to the existing 3PAR SAN.

5.2.2. Firmware / Management Software Installation

- 5.2.2.1.** Ensure that the newest stable version of the Synergy chassis firmware is installed.

- 5.2.2.2.** Install and setup the Synergy management software including all software dependencies, licenses and configurations. City will provide any internal information as needed to complete installation.

- 5.2.2.3.** Verify Synergy chassis connectivity to 3PAR SAN.

6. PHASE 3 - VERIFICATION TESTING

- 6.1.** Contractor shall prepare a test plan to verify the functional performance of the System.
- 6.2.** Contractor and City shall jointly verify the system in accordance with the test plan to validate the System. City will provide a staff member who has login rights to accompany Contractor at both locations.
- 6.3.** Contractor shall provide guidance to the City during the completion of the test plan to ensure that it is done in accordance with documentation and training provided by Contractor.
- 6.4.** Following testing, City and Contractor shall prepare a punch list of items required to properly complete configuration and implementation of the System.
- 6.5.** Punch list items shall be completed by the respective party according to a mutually agreed upon schedule.
- 6.6.** Following completion of all punch list items, the City will perform its user acceptance tests (UAT) for a period of three (3) weeks. During the UAT, Contractor shall be available for support with a four (4) business hours response time Monday – Friday from 8 a.m. to 5 p.m. Pacific Standard Time,

7. PHASE 4 –KNOWLEDGE TRANSFER, TRAINING, AND DOCUMENTATION

7.1. Knowledge Transfer

- 7.1.1.** During system implementation, Contractor shall transfer knowledge to City to allow staff to carry out their day-to-day activities in operating and maintaining the System. Contractor shall be available to answer any questions related to the System.

7.2. Training

7.2.1. Contractor shall provide at least sixteen (16) hours of training to City. The training shall cover the following topics:

7.2.1.1. Administrative functions and features

7.2.1.2. Configuration and management

7.2.1.3. Monitoring and alerts

7.2.1.4. Backup and restore, disaster recovery

7.2.1.5. System best practices for maintenance

7.3. Documentation

7.3.1. Contractor shall provide documentation of the System such that the City will be able to fully support the System in the future. Contractor shall provide industry standard documents such as user manuals, installation manuals, product information sheets, and user guides.

7.3.2. Contractor shall provide City with the final project documentation.

7.3.3. Contractor shall provide City copies of the HPE license and support agreements as applicable.

8. FINAL SYSTEM ACCEPTANCE

8.1. The parties will execute a Final System Acceptance Certificate as shown on Appendix A-3 to memorialize system acceptance upon completion of Phases 1-4 above.

9. WARRANTY

9.1. For a period of one year following Final System Acceptance ("Warranty Period"), Contractor shall warrant that the System will perform and operate in accordance with the functional requirements and specifications set forth herein and in Contractor's proposal. All-inclusive costs (parts, labor, repairs, Contractor travel time, Contractor expenses, etc.) covered by the warranty and incurred during the Warranty Period shall be provided without additional cost to the City.

9.2. Contractor shall pass through to City any manufacturers' warranties which Contractor receives on the System and, at City's request, Contractor shall enforce such warranties on City's behalf.

10. HPE SUPPORT AND MAINTENANCE

- 10.1.** As an HPE Authorized Service Partner, Contractor shall purchase on behalf of the City the HPE 5-Year Proactive Care 6-Hour Call-Repair Service. City shall prepay the amount as set forth in Exhibit B. Upon payment, Contractor shall provide City with a certificate of the service contract. The effective date of the service contract will be from the date of shipment of the HPE hardware/equipment.
- 10.2.** In the event that HPE is unable to respond to a service request within the required response time, Contractor shall be available Monday through Friday during standard business hours (8:00 a.m. to 5:00 p.m.) to escalate service requests to HPE, made by the City for support at no additional cost.

11. COMPENSATION

- 11.1.** Contractor shall provide all hardware, software, materials, labor, and support as specified herein on a firm fixed cost basis as set forth in Appendix A-1.

12. ADDITIONAL PRODUCTS AND SERVICES

- 12.1.** Unless otherwise included in Appendix A-1, any additional products and services required to fully implement, maintain and support the System shall be at additional cost.
- 12.2.** Upon the request of the City, Contractor shall provide additional products and services throughout the duration of this Agreement in order for the City to effectively operate and maintain the System.

APPENDIX A-1

PROJECT COST BREAKDOWN

Line	QTY	Product	Description	Unit Sell	Ext Sell
100	1	881 Martin Ave - HPE Synergy 12000 CTO Frame		\$315,801.61	\$315,801.61
110	1	HPE 42U 600mmx1200mm G2 Kitted Advanced Shock Rack and APC PDU's		\$2,437.93	\$2,437.93
120	1	P9K10A	HPE 42U 600mmx1200mm G2 Kitted Advanced Shock Rack	\$1,173.61	\$1,173.61
130	2	AP8841	APC RACK PDU 2G, METERED, ZEROU, 30A, 200/208V, (36) C13 & (6) C19	\$632.16	\$1,264.32
140	2	HPE Synergy 12000 - 1x Frame Link Module, 10x Fans, 6x 2650W PSUs, 4x Lift Handles		\$7,849.97	\$15,699.94
150	2	797740-B21	HPE Synergy 12000 Configure-to-order Frame with 1x Frame Link Module 10x Fans	\$3,763.89	\$7,527.78
160	2	798096-B21	HPE 6x 2650W Performance Hot Plug Titanium Plus FIO Power Supply Kit	\$1,852.70	\$3,705.40
170	2	804938-B21	HPE Synergy Frame Rack Rail Kit	\$86.29	\$172.58
180	2	804353-B21	HPE Synergy Composer	\$1,447.29	\$2,894.58
190	2	804942-B21	HPE Synergy Frame Link Module	\$628.38	\$1,256.76
200	2	804943-B21	HPE Synergy Frame 4x Lift Handles	\$63.13	\$126.26
210	2	861412-B21	HPE Synergy Frame Link Module CAT6A 1.2m Cable	\$8.29	\$16.58
220	24	HPE Synergy 480 Gen10 CTO Compute Module - 2x Intel Xeon-G 5218 (2.3GHz/16-core), 384GB RAM (12x32GB), 2x 480GB SATA SSDs, 10/20/25Gb Con Network Adapter		\$6,978.14	\$167,475.36
230	24	871940-B21	HPE Synergy 480 Gen10 Configure-to-order Compute Module	\$1,462.36	\$35,096.64
240	24	P07342-L21	HPE Synergy 480/660 Gen10 Intel Xeon-Gold 5218 (2.3GHz/16-core/125W) FIO Processor Kit	\$1,169.30	\$28,063.20
250	24	P07342-B21	HPE Synergy 480/660 Gen10 Intel Xeon-Gold 5218 (2.3GHz/16-core/125W) Processor Kit	\$1,169.30	\$28,063.20
260	288	P00924-B21	HPE 32GB (1x32GB) Dual Rank x4 DDR4-2933 CAS-21-21-21 Registered Smart Memory Kit	\$208.83	\$60,143.04
270	48	P18422-B21	HPE 480GB SATA 6G Read Intensive SFF (2.5in) SC 3yr Wty Multi Vendor SSD	\$84.82	\$4,071.36
280	24	823852-B21	HPE Smart Array E208i-c SR Gen10 (8 Internal Lanes/No Cache) 12G SAS Modular Controller	\$62.01	\$1,488.24
290	24	876449-B21	HPE Synergy 4820C 10/20/25Gb Converged Network Adapter	\$439.57	\$10,549.68
300	2	HPE Virtual Connect SE 100Gb F32 Module		\$21,269.67	\$42,539.34
310	2	867796-B21	HPE Virtual Connect SE 100Gb F32 Module for Synergy	\$11,638.08	\$23,276.16
320	4	882251-B21	HPE SY 100GE/4x25GE/4x32GFC QSFP28 XCVR	\$2,504.77	\$10,019.08
330	2	R3P67AAE	HPE Synergy 32Gb Fibre Channel Upgrade E-LTU	\$1,837.08	\$3,674.16
340	2	K2Q46A	HPE Multi Fiber Push On to 4 x Lucent Connector 5m Cable	\$477.91	\$955.82
350	2	K2Q47A	HPE Multi Fiber Push On to 4 x Lucent Connector 15m Cable	\$1,247.68	\$2,495.36

Line	QTY	Product	Description	Unit Sell	Ext Sell
360	2	845406-B21	HPE 100Gb QSFP28 to QSFP28 3m Direct Attach Copper Cable	\$570.56	\$1,141.12
370	4	876680-B21	HPE SY 300Gb Interconnect Link 2.1m DAC	\$244.41	\$977.64
380	2	HPE Synergy 50Gb Interconnect Link Module		\$6,063.76	\$12,127.52
390	2	867793-B21	HPE Synergy 50Gb Interconnect Link Module	\$6,063.76	\$12,127.52

400	2	881 Martin - Support - HPE 5Y Proactive Care Call-to-Repair 6 Hour Service		\$37,760.76	\$75,521.52
410	2	H1K94A5	HPE 5Y Proactive Care Call-to-Repair 6 Hour Service	\$0.00	\$0.00
420	2	H1K94A5#WJP	HPE Synergy Composer Supp	\$311.40	\$622.80
430	24	H1K94A5#W4A	HPE SY480 Gen10 Support	\$2,719.80	\$65,275.20
440	2	H1K94A5#WJN	HPE Synergy 1200 Frame Supp	\$1,842.12	\$3,684.24
450	2	H1K94A5#Z1R	HPE Synergy VC SE 100Gb F32 Module Supp	\$1,996.20	\$3,992.40
460	2	H1K94A5#Z1S	HPE Synergy 50Gb IC Link Module Support	\$973.44	\$1,946.88

470	1	1705 Martin Ave - HPE Synergy 12000 CTO Frame		\$318,454.77	\$318,454.77
480	1	HPE 42U 600mmx1200mm G2 Kitted Advanced Shock Rack and APC PDU's		\$5,091.09	\$5,091.09
490	1	P9K10A	HPE 42U 600mmx1200mm G2 Kitted Advanced Shock Rack	\$1,173.61	\$1,173.61
500	4	AP8959NA3	APC by Schneider Electric Switched Rack AP8959NA3 24-Outlets PDU - Switched - 3 x IEC 60320 C19, 21 x IEC 60320 C13 - 230 V AC - Rack Mount L6-20P 0U 21XC13 3XC19 9.84FT CORD	\$979.37	\$3,917.48
510	2	HPE Synergy 12000 - 1x Frame Link Module, 10x Fans, 6x 2650W PSUs, 4x Lift Handles		\$7,849.97	\$15,699.94
520	2	797740-B21	HPE Synergy 12000 Configure-to-order Frame with 1x Frame Link Module 10x Fans	\$3,763.89	\$7,527.78
530	2	798096-B21	HPE 6x 2650W Performance Hot Plug Titanium Plus FIO Power Supply Kit	\$1,852.70	\$3,705.40
540	2	804938-B21	HPE Synergy Frame Rack Rail Kit	\$86.29	\$172.58
550	2	804353-B21	HPE Synergy Composer	\$1,447.29	\$2,894.58
560	2	804942-B21	HPE Synergy Frame Link Module	\$628.38	\$1,256.76
570	2	804943-B21	HPE Synergy Frame 4x Lift Handles	\$63.13	\$126.26
580	2	861412-B21	HPE Synergy Frame Link Module CAT6A 1.2m Cable	\$8.29	\$16.58
590	24	HPE Synergy 480 Gen10 CTO Compute Module - 2x Intel Xeon-G 5218 (2.3GHz/16-core), 384GB RAM (12x32GB), 2x 480GB SATA SSDs, 10/20/25Gb Con Network Adapter		\$6,978.14	\$167,475.36
600	24	871940-B21	HPE Synergy 480 Gen10 Configure-to-order Compute Module	\$1,462.36	\$35,096.64
610	24	P07342-L21	HPE Synergy 480/660 Gen10 Intel Xeon-Gold 5218 (2.3GHz/16-core/125W) FIO Processor Kit	\$1,169.30	\$28,063.20
620	24	P07342-B21	HPE Synergy 480/660 Gen10 Intel Xeon-Gold 5218 (2.3GHz/16-core/125W) Processor Kit	\$1,169.30	\$28,063.20
630	288	P00924-B21	HPE 32GB (1x32GB) Dual Rank x4 DDR4-2933 CAS-21-21-21 Registered Smart Memory Kit	\$208.83	\$60,143.04

Line	QTY	Product	Description	Unit Sell	Ext Sell
640	48	P18422-B21	HPE 480GB SATA 6G Read Intensive SFF (2.5in) SC 3yr Wty Multi Vendor SSD	\$84.82	\$4,071.36
650	24	823852-B21	HPE Smart Array E208i-c SR Gen10 (8 Internal Lanes/No Cache) 12G SAS Modular Controller	\$62.01	\$1,488.24
660	24	876449-B21	HPE Synergy 4820C 10/20/25Gb Converged Network Adapter	\$439.57	\$10,549.68
670	2	HPE Virtual Connect SE 100Gb F32 Module		\$21,269.67	\$42,539.34
680	2	867796-B21	HPE Virtual Connect SE 100Gb F32 Module for Synergy	\$11,638.08	\$23,276.16
690	4	882251-B21	HPE SY 100GE/4x25GE/4x32GFC QSFP28 XCVR	\$2,504.77	\$10,019.08
700	2	R3P67AAE	HPE Synergy 32Gb Fibre Channel Upgrade E-LTU	\$1,837.08	\$3,674.16
710	2	K2Q46A	HPE Multi Fiber Push On to 4 x Lucent Connector 5m Cable	\$477.91	\$955.82
720	2	K2Q47A	HPE Multi Fiber Push On to 4 x Lucent Connector 15m Cable	\$1,247.68	\$2,495.36
730	2	845406-B21	HPE 100Gb QSFP28 to QSFP28 3m Direct Attach Copper Cable	\$570.56	\$1,141.12
740	4	876680-B21	HPE SY 300Gb Interconnect Link 2.1m DAC	\$244.41	\$977.64
750	2	HPE Synergy 50Gb Interconnect Link Module		\$6,063.76	\$12,127.52
760	2	867793-B21	HPE Synergy 50Gb Interconnect Link Module	\$6,063.76	\$12,127.52
770	2	1705 Martin - Support - HPE 5Y Proactive Care Call-to-Repair 6 Hour Service		\$37,760.76	\$75,521.52
780	2	H1K94A5	HPE 5Y Proactive Care Call-to-Repair 6 Hour Service	\$0.00	\$0.00
790	2	H1K94A5#WJP	HPE Synergy Composer Supp	\$311.40	\$622.80
800	24	H1K94A5#W4A	HPE SY480 Gen10 Support	\$2,719.80	\$65,275.20
810	2	H1K94A5#WJN	HPE Synergy 1200 Frame Supp	\$1,842.12	\$3,684.24
820	2	H1K94A5#Z1R	HPE Synergy VC SE 100Gb F32 Module Supp	\$1,996.20	\$3,992.40
830	2	H1K94A5#Z1S	HPE Synergy 50Gb IC Link Module Support	\$973.44	\$1,946.88
840	1	Combined Locations - Professional Services		\$17,000.00	\$17,000.00
850	1	DT-SOW-PROSERV	Fixed Priced Professional Services	\$13,080.00	\$13,080.00
860	1	DT-SOW-DOC	Statement of Work document	\$0.00	\$0.00
870	16	DT-TRAINING	Training and Knowledge Transfer	\$245.00	\$3,920.00

Hardware Total	\$483,213.34
5-Year Support	\$151,043.04
Professional Services	\$17,000.00
Freight (FOB Destination)	\$2,931.52
Total (before taxes)	\$654,187.90
Estimated Taxes (9%)	\$43,489.20
Project Total	\$697,677.10

APPENDIX A-2
PRELIMINARY PROJECT SCHEDULE

The project schedule will proceed in accordance with this Preliminary Project Schedule set forth on the following page, except as may be modified into a Final Project Schedule that is approved by the City. The Final Project Schedule, as mutually agreed upon, will become the governing project schedule incorporated into the Agreement.

Task Name	Start	Finish
Project Kick-off Meeting/ Final Design Plan	3/1/20	3/3/20
Implementation	4/1/20	4/8/20
Verification Testing	4/8/20	4/30/20
Training and Documentation	5/1/20	5/8/20
Final System Acceptance	5/8/20	

APPENDIX A-3

FINAL SYSTEM ACCEPTANCE CERTIFICATE

After the City is satisfied with all test results and resolutions, as specified herein, the City will initiate execution of the Final System Acceptance Certificate.

Customer Name: **City of Santa Clara ("City")**

Project Name: **Blade Center Replacement Project**

This Final System Acceptance Certificate memorializes the occurrence of System Acceptance.

Contractor and the City acknowledge that:

1. Contractor has completed all Deliverables promised under this Agreement.
2. The System is accepted, and all punch list items generated during testing have been completed.
3. By acknowledging the Final Acceptance of the System, the City agrees to pay any remaining and approved outstanding invoices to Contractor, including previously withheld retainage.

**City of Santa
("City")**

**Dasher Technologies, Inc.
("Contractor")**

By: _____	By: <u>Michael J. Cook</u>
Name: _____	Name: <u>Michael J. Cook</u>
Title: _____	Title: <u>CFO</u>
Date: _____	Date: <u>01/29/2020</u>

EXHIBIT B COMPENSATION

1. MAXIMUM COMPENSATION

The maximum amount payable for all materials and services provided under this Agreement shall not exceed **Seven Hundred Ninety-Seven Thousand Six Hundred Seventy-Seven Dollars and Ten Cents (\$797,677.10)** during the term of the Agreement as summarized in Table B-1 below. Any additional services or materials requested by the City that would exceed the preceding maximum amount will be addressed in an Amendment to the Agreement. No additional services will be performed unless both Parties execute an Amendment outlining the services requested and the compensation agreed for such services.

Table B-1: Maximum Compensation

Description	Total
System Implementation and 5-Year HPE Support (see Appendix A-1)	\$697,677.10
Additional Products and Services	\$100,000.00
Maximum Compensation	\$797,677.10

2. PAYMENT SCHEDULE FOR SYSTEM IMPLEMENTATION AND HPE SUPPORT

- 2.1. Progress payments shall be made to Contractor by City following acceptance of designated milestones as shown in Table B-2.

Table B-2: Payment Schedule

Milestone	Estimated Completion Date	Payment
Completion of Phase 1	3/3/20	\$220,280.09
Completion of Phase 2	4/6/20	\$220,280.09
Completion of Phase 3	4/30/20	\$75,521.52
Completion of Phase 4	5/8/20	\$75,521.52
Final System Acceptance*	5/8/20	\$106,073.88
TOTAL PAYMENTS		\$697,677.10

*The signed Final Acceptance Certificate (Appendix A-3) triggers final payment and start of warranty period.

- 2.2. All payments are based upon City's acceptance of Contractor's performance as evidenced by successful completion of all of the deliverables as set forth for each milestone. City shall have no obligation to pay unless Contractor has successfully completed and City has approved the milestone for which payment is due.
- 2.3. Payment for any part or parts of the System provided hereunder, or inspection or testing thereof by City, shall not constitute acceptance or relieve Contractor of its obligations under this Agreement. City may inspect the components of

the System when delivered and reject upon notification to Contractor any and all the System, which does not conform to the specifications or other requirements of this Agreement. Components of the System, which are rejected shall be promptly corrected, repaired, or replaced by Contractor. If City receives components of the System with defects or nonconformities not reasonably apparent on inspection, then City reserves the right to require prompt correction, repair, or replacement by Contractor in accordance with Contractor's warranty obligations.

3. ADDITIONAL PRODUCTS AND SERVICES

- 3.1.** The City has set aside the maximum amount of One Hundred Thousand Dollars (\$100,000) for the payment of additional products and services as may be required and approved by the City.
- 3.2.** Additional products and services shall be separately negotiated to be paid on a lump sum or time and material basis in accordance with the rates set forth in Table B-3 below.

Table B-3: Additional Products and Services

Description	Price
Standard Business Hour Engineer	\$255 per hour
Non-Business Hour Engineer	\$375 per hour
Project Manager	\$180 per hour
HPE Products	25% minimum discount off of list price

- 3.3.** In the event the approved product line/model is no longer available, the next generation model from the same manufacturer, meeting or exceeding all technical specifications shall be provided at the same discount rate off list price.

4. INVOICING

- 4.1.** City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.

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:
 - \$2,000,000 Each occurrence
 - \$2,000,000 General aggregate
 - \$2,000,000 Products/Completed Operations aggregate
 - \$2,000,000 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. General Aggregate. The general aggregate limits shall apply separately to Contractor's work under this Agreement providing coverage at least as broad as Insurance Services Office (ISO) Endorsement CG 2503, 1985 Edition, or insurer's equivalent (CGL).
4. 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.
5. 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 provided by e-mail to: ctsantacalara@ebix.com.

Or by mail to:

EBIX Inc.
City of Santa Clara – Silicon Valley Power
P.O. Box 100085 – S2
Duluth, GA 30096
Telephone number: 951-766-2280
Fax number: 770-325-0409

H. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.



Agenda Report

20-219

Agenda Date: 2/25/2020

REPORT TO COUNCIL

SUBJECT

Actions to Approve Various New and Modified Class Specifications, Adopt a Resolution Approving and Adopting Updated Salary Plans for Various Unclassified Positions, and Approve the Related Budget Amendment [Council Pillar: Manage Strategically Our Workforce Capacity and Resources]

BACKGROUND

Sections 4 and 6 of the Personnel and Salary Resolution require City Council approval of new job classifications and specifications. Section 9 of the Personnel and Salary Resolution requires City Council approval of compensation plans for both classified and unclassified positions. California Code Regulations Section 570.5 governs and requires the adoption of updated publicly available salary schedules by the governing body. The proposed Council action satisfies these applicable requirements.

Modified Class Specifications

The minimum qualifications for Electric Crew Foreperson (Job Code 550), Service Coordinator Inspector (Job Code 792), and Troubleshooter (Job Code 860), have been modified to update the Class A driver's license as a desirable requirement, rather than a mandatory one.

The Senior Plans Examiner (Job Code 773) class specification has been revised to broaden the minimum qualifications. Currently, the position requires experience from another city and/or county agency; the proposed modification makes public agency experience desirable rather than mandatory.

The foregoing modifications to specifications for various classified positions were approved by the Civil Service Commission on February 10, 2020.

The Administration recommends retitling the unclassified position of Traffic Engineer (Job Code 171) to Transportation Manager in order to better align with the scope and level of duties performed for this position. The class specification has been modified to reflect the current licensing requirements needed for the position.

New Class Specifications

The Administration recommends the creation of a new class specification titled Chief Assistant City Attorney to meet the structural and increasing needs of the City Attorney's Office.

Approval and Adoption of the Salary Plans for Various Unclassified

The City of Santa Clara contracts with the California Public Employees' Retirement System

(CalPERS) to provide retirement benefits for employees in both classified and unclassified positions. When the City makes modifications to the salary schedules for its classified or unclassified positions, the City Council must approve and adopt the publicly available salary schedules to comply with California Code of Regulations (CCR) section 570.5.

The Unclassified Salary Plan has been updated to reflect the job title change for Transportation Manager (formerly Traffic Engineer) (Job Code 171). The updates to the salary plan also includes the addition of the Chief Assistant City Attorney classification. These proposed updates to the Unclassified Salary Plan are recommended to be effective February 23, 2020.

DISCUSSION

Modification of the Electric Crew Foreperson Class Specification

The Human Resources Department in coordination with Silicon Valley Power has modified the class specification for Electric Crew Foreperson (Job Code 550). Currently, the class specification requires a valid Class A driver's license or the ability to obtain a Class A license within six months of employment. The modification to the class specification is to make the Class A driver's license requirement desirable rather than mandatory.

Electric Crew Foreperson (Job Code 550) - The Electric Crew Foreperson is responsible for supervising and assisting in the operation, maintenance, and construction of electric distribution and transmission systems.

Modification of the Service Coordinator Inspector Class Specification

The Human Resources Department in coordination with Silicon Valley Power has modified the class specification for Service Coordinator Inspector (Job Code 792). Currently, the class specification requires a valid Class A driver's license or the ability to obtain a Class A license within six months of employment. The modification to the class specification is to make the Class A driver's license requirement desirable rather than mandatory.

Service Coordinator Inspector (Job Code 792) - The Service Coordinator Inspector is responsible for serving as the liaison between the City and contractors, as well as inspecting contractor work to ensure compliance.

Modification of the Troubleshooter Class Specification

The Human Resources Department in coordination with Silicon Valley Power has modified the class specification for Troubleshooter (Job Code 860). Currently, the class specification requires a valid Class A driver's license or the ability to obtain a Class A license within six months of employment. The modification to the class specification is to make the Class A driver's license requirement desirable rather than mandatory.

Troubleshooter (Job Code 860) - The Troubleshooter is responsible for investigating and dispatching out issues related to electric distribution and street lighting.

Modification of the Senior Plans Examiner Class Specification

The Human Resources Department has coordinated with the Community Development Department to modify the class specification for Senior Plans Examiner (Job Code 773). The current minimum qualifications require five years of Plans Examiner experience or equivalent with a City and/or County agency. The last few recruitments have yielded a low applicant pool, so the interpretation of the minimum qualifications was loosely defined by the previous Human Resources Department administration in order to broaden the candidate pool. In order to be aligned with best practice and transparent with the interpretation of the minimum qualifications, the classification specification is proposed to be updated to reflect the broader interpretation of the minimum qualification screening and to broaden the candidate pool. It is proposed that experience as a Plans Examiner or equivalent is desirable with a City and/or County agency to be in alignment with past screening practice and to broaden the candidate pool.

Senior Plans Examiner (Job Code 773) - The Senior Plans Examiner is responsible for checking building permit applications for residential, commercial and industrial construction, including reviewing construction, site plans and structural calculations that are submitted by architects, engineers, contractors and owners to ensure compliance with building codes and ordinances.

Retitle and Modification of the Transportation Manager (formerly Traffic Engineer) Class Specification

The Human Resources Department coordinated with the Public Works Department to retitle and modify the class specification for Transportation Manager (formerly Traffic Engineer) (Job Code 171). It is proposed to update the classification title to accurately reflect the level of work which the position is performing. The class specification was also modified to further distinguish between the higher and lower level duties. Currently, the minimum qualifications require licensure as a registered Civil Engineer. The minimum qualifications have been updated to include licensure as a registered Traffic Engineer, which better aligns with the classification duties. Certification as an Arborist from the International Society of Arboriculture will be desirable.

Transportation Manager (formerly Traffic Engineer) (Job Code 171) - with an annual salary range of approximately \$173,988.00 - \$225,168.00. The Transportation Manager is responsible for the direct supervision and monitoring of activities of the Traffic Engineer Division.

Creation of the Chief Assistant City Attorney Class Specification

The Human Resources Department coordinated with the City Attorney's Office to create a new classification titled Chief Assistant City Attorney. This classification serves as second in command to the City Attorney. This classification has been created to add an additional layer of management to assist with setting the strategic goals and priorities for the Office and to provide legal services on matters initiated by the City Council, City Manager's Office, and City Departments. This position will also perform the most complex work within the Office and provide guidance to staff on work assignments. The proposed salary is in align with internal equity of the Attorney series.

Chief Assistant City Attorney - with an annual salary range of approximately \$220,068.00 - \$284,804.40. The Chief Assistant City Attorney is responsible for performing the most complex

work and is responsible for managing and directing employees in the City Attorney's Office.

Approval and Adoption of the Salary Plan for Unclassified Positions

The Unclassified Salary Plan is recommended to be modified to:

Retitle Transportation Manager (formerly Traffic Engineer) (Job Code 171) - with an annual salary range of approximately \$173,988.00 - \$225,168.00; and
Create the Chief Assistant City Attorney classification - with an annual salary range of approximately \$220,068.00 - \$284,804.40.

Approve Related Budget Amendments

As part of the Adopted Biennial Operating Budget for Fiscal Year 2019/2020 and FY 2020/21, Council approved the addition of 1.0 Assistant City Attorney. Due to the immediate need in the City Attorney's Office, staff is recommending to expediate the creation of this position in Fiscal Year 2019/2020 to provide additional support and to elevate the level from Assistant City Attorney to Chief Assistant City Attorney.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

There is no fiscal impact to modify or retitle class specifications for classified and unclassified positions.

The impact to the Fiscal Year 2019/20 Operating Budget to add 1.0 Chief Assistant City Attorney for the remainder of the fiscal year is \$97,000. The budget amendment below allocates funding from the Budget Stabilization Reserve to the City Attorney's Office to fund an estimated three months of salaries and benefits for the Chief Assistant City Attorney for the remainder of FY 2019/20. The additional cost impact of approximately \$45,000 to FY 2020/21 associated with the reclassification will be included as part of the budget review process.

**Budget Amendment
FY 2019/20**

	Current	Increase/ (Decrease)	Revised
General Fund			
Expenditures			
City Attorney's Office - Salaries and Benefits	\$1,291,616	\$97,000	\$1,388,616

Reserves

Budget Stabilization Reserve	\$80,166,512	(\$97,000)	\$80,069,512
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COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

1. Approve modifications to various class specifications: Revise the Electric Crew Foreperson (Job Code 550) Class Specification; Revise the Service Coordinator Inspector (Job Code 792) Class Specification; Revise the Troubleshooter (Job Code 860) Class Specification; Revise the Senior Plans Examiner (Job Code 773) Class Specification; Revise and retitle the Transportation Manager (Job Code 171; formerly Traffic Engineer) Class Specification; and Create the Chief Assistant City Attorney Class Specification;
2. Adopt a Resolution to approve the revised salary plans for various unclassified positions to satisfy the requirements of California Code of Regulations Section 570.5; and
3. Add 1.0 Chief Assistant City Attorney position in FY 2019/20, delete 1.0 Assistant City Attorney in FY 2020/21 and approve the related budget amendment.

Reviewed by: Aracely Azevedo, Director, Human Resources

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Electric Crew Foreperson (Job Code 550) Class Specification
2. Service Coordinator Inspector (Job Code 792) Class Specification
3. Troubleshooter (Job Code 860) Class Specification
4. Senior Plans Examiner (Job Code 773) Class Specification
5. Transportation Manager (Job Code 171; formerly Traffic Engineer) Class Specification
6. Chief Assistant City Attorney Class Specification
7. Unclassified Elected Salary Plan (effective 2020-02-23) approved 2020-02-25
8. Resolution

**CITY OF SANTA CLARA, CALIFORNIA
CLASS SPECIFICATION**

TITLE: Electric Crew Foreperson (550)

DEPARTMENT	ACCOUNTABLE TO	FLSA STATUS
Silicon Valley Power	Electric Division Manager	Non-Exempt

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE

- Graduation from high school or possession of a G.E.D.; and
- Four (4) years of experience as a journey-level Lineworker with at least one (1) year of the above experience must be with the City of Santa Clara.

LICENSES/CERTIFICATIONS

- Possession of a valid Class C license at the time of appointment.
- Required to become rubber glove certified as a condition of holding the classification of Electric Crew Foreperson within nine (9) months of appointment.
- Possession of an appropriate valid California Class A driver's license is desirable.

TYPICAL DUTIES

Each position in this classification may not include all the duties listed below, nor do the examples cover all duties that may be performed. In addition to performing the duties of a Journey Lineworker, incumbents of this class shall be required to:

- Supervise and may assist in the operation, maintenance, and construction of overhead and underground distribution and transmission lines;
- Supervise and may assist a crew in the construction of electrical distribution and transmission systems consisting of poles, duct work, cables, cable splices and terminators, wires, transformers, switches and other auxiliary equipment;
- Supervise and may assist in the setting of power poles, manholes and vaults;
- Supervise and may assist in the changing of circuits, transferring of services, installation of transformers, vacuum and oil switches, capacitors and other control devices, and the repair and removal of defective wires, cables, cable splices and terminators, poles, cross-arms and related equipment;
- Climb poles as required;
- Supervise the on-the-job training of Journey Lineworker Apprentices and any other classifications who are assigned to his/her crew in the approved methods and practices of electrical overhead and underground work;
- Inspect for unsafe working conditions and take steps to remedy them or report them to higher authority;
- Confer with supervisors concerning projected work schedules, necessary materials and crew requirements in terms of equipment and man hours;
- Prepare time, materials, and job reports;
- Assist or lead in various training programs, including first aid and safety training;
- Evaluate the performance of personnel under his/her supervision; and
- Perform other related work as required.

Electric Crew Foreperson (continued)

KNOWLEDGE, SKILLS, & ABILITIES

Knowledge of:

- Construction and maintenance of high and low voltage lines, and the tools and materials commonly used in overhead and underground work;
- Principles of electrical theory and the methods, equipment and materials used in constructing and connecting residential, commercial and industrial circuits, and substation equipment;
- Necessary safety precautions used in working on high voltage overhead and underground electric circuits;
- Applicable laws, codes and safety orders covering electrical utility work;
- Pertinent first-aid principles and techniques including resuscitation methods; and
- General Order #95, "Rules for Overhead Line Constructing" and General Order #128, "Rules for Construction of Underground Electric Systems" issued by California Public Utilities Commission.

Ability to:

- Climb poles and perform difficult electrical work under hazardous conditions;
- Organize, daily job plan, supervise and train others in electrical work;
- Assist in the coordination and scheduling of work, tracking and input of job status information;
- Keep time and materials records;
- Provide, follow, and understand oral and written instructions;
- Establish and maintain cooperative working relationship with those contacted in the course of work, including the general public;
- Walk or stand for extended periods of time and bend, stoop, reach, carry, crawl, climb, and lift as necessary to perform assigned duties;
- Effectively handle multiple priorities, organize workload, and meet strict deadlines; and
- Work in a team-based environment and achieve common goals.

SUPERVISION RECEIVED

Works under general supervision of the Assistant Director, Electric Division Manager or other responsible supervisor as assigned.

SUPERVISION EXERCISED

Has immediate charge of a line or construction crew, supervising, Journey Lineworker, Journey Lineworker Apprentices, Electric Utility Equipment Operators, Line Truck Drivers, Electric Helper/Drivers, Electric Utility Helpers and other assigned personnel.

SPECIAL CONDITIONS

- Incumbents of this classification may be required to work outside their regularly scheduled hours, and to be available for emergency and/or pre-arranged work whenever called upon.
- Incumbents of this classification may be subject to drug and/or alcohol testing as mandated by federal regulations.
- Must be able to perform all of the essential functions of the job assignment.

Electric Crew Foreperson (continued)

CLASSIFICATION HISTORY

Established Date: 09/2009; Revised 01/2020

**CITY OF SANTA CLARA, CALIFORNIA
CLASS SPECIFICATION**

TITLE: SERVICE COORDINATOR INSPECTOR (792)

DEPARTMENT	ACCOUNTABLE TO	FLSA STATUS
Silicon Valley Power	Electric Division Manager	Non-Exempt

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE

- Graduation from high school or possession of a G.E.D; and
- Two (2) years of experience as a Journey Lineworker.

LICENSES/CERTIFICATIONS

-
- Possession of a valid Class C license at the time of appointment.
- Required to become rubber glove certified as a condition of holding the classification of Service Coordinator-Inspector within nine (9) months of appointment.
- Possession of an appropriate valid California Class A driver's license is desirable.

TYPICAL DUTIES

Each position in this classification may not include all the duties listed below, nor do the examples cover all duties that may be performed.

Under general supervision:

- Interfaces with contractors, customers, and City of Santa Clara personnel, as required, to provide up to date construction status information to Silicon Valley Power (SVP) managers and utility staff with the goal of providing timely, efficient response to customers' electric service requirements;
- Acts as liaison between City of Santa Clara Electrical Estimating, Electric Division Manager, or other assigned City personnel and contractors and utility customers, to promote common understanding and timely completion of work necessary to provide City electric service;
- Inspects developer (contractor) installed electric substructures on the utility side of the Utility Service Point to ensure compliance with City of Santa Clara construction specifications
- Reads and interprets blueprints and drawings;
- Monitors contractors'/customers' construction progress to assess appropriate timing for scheduling of associated work to be performed by the City of Santa Clara;
- Provides information relative to construction progress for continual validation of electric service dates;
- Recommends modification of a service date based on knowledge of job status;
- Assists in the coordination of construction and service connection work to ensure timely energization of new facilities and meter sets to meet customer service dates;
- Assists in various training programs;
- May be required to perform Journey Lineworker duties as part of a crew or in other assignments, in both routine and emergency situations
- Provide as-built drawings at completion of work
- Performs other work as assigned

Service Coordinator Inspector (continued)

KNOWLEDGE, SKILLS, & ABILITIES

Knowledge of:

- Construction of high and low voltage transmission and distribution lines;
- Principles of electrical theory;
- Methods, tools, equipment, and materials used in overhead and underground electrical installation and repair work and in the construction and maintenance of electrical distribution and transmission lines and underground systems;
- Methods, equipment and materials used in constructing underground electric distribution systems and associated substructures ;
- Appropriate safety precautions employed while working on and around high voltage electric lines, equipment and excavations;
- Applicable laws, codes and safety orders covering electrical transmission and distribution systems;
- Safety practices and regulations applying to low and high voltage electrical wires;
- Environmental and safety practices, procedures and standards;
- Pertinent first-aid principles and techniques including resuscitation methods;
- General Order #95, "Rules for Overhead Line Constructing" and General Order #128, "Rules for Construction of Underground Electric Systems issued by California Public Utilities Commission; and
- City of Santa Clara Permitting and Inspection processes and other associated processes.

Ability to:

- Maintain job information in computer application database;
- Follow and understand oral and written instructions;
- Communicate information to customers and staff;
- Organize, problem solve, supervise, and train others;
- Work from electrical plans and detailed drawings;
- Establish and maintain cooperative working relationship with those contacted in the course of work, including the general public;
- Effectively handle multiple priorities, organize workload, and meet strict deadlines;
- Work in a team-based environment and achieve common goals; and
- Walk or stand for extended periods of time and bend, stoop, reach, carry, crawl, climb, and lift as necessary to perform assigned duties.

SUPERVISION RECEIVED

Works under the general supervision of the Electric Division Manager or other supervisor as assigned

SUPERVISION EXERCISED

Under general supervision, supervises the on-the-job training of assigned personnel and may be required to supervise Journey Lineworker Apprentices, Electric Utility Helpers, Electric Helper/Drivers, Electric Utility Equipment Operators and other personnel as assigned.

SPECIAL CONDITIONS

Service Coordinator Inspector (continued)

- May be required to work odd and unusual hours, weekends and shift work in the performance of duties in emergency situations and to be available on an “on-call” basis as assigned to perform the duties of this classification or those of the Journey Lineworker classification.
- Incumbents of this classification may be subject to drug and/or alcohol testing as mandated by federal regulations.
- Must be able to perform all of the essential functions of the job assignment.

CLASSIFICATION HISTORY

Established Date: 09/2009; Rev. 01/2020

**CITY OF SANTA CLARA, CALIFORNIA
CLASS SPECIFICATION**

TITLE: TROUBLESHOOTER (860)

DEPARTMENT	ACCOUNTABLE TO	FLSA STATUS
Silicon Valley Power	Division Manager	Non-Exempt

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE

- Graduation from high school or possession of a G.E.D.; and
- Three (3) years of journey level experience as a Lineworker, including electrical service work.

LICENSES/CERTIFICATIONS

- Possession of a valid Class C license at the time of appointment.
- Required to become rubber glove certified as a condition of holding the classification of Troubleshooter within nine (9) months of appointment.
- Possession of an appropriate valid California Class A driver's license is desirable.

TYPICAL DUTIES

Each position in this classification may not include all the duties listed below, nor do the examples cover all duties that may be performed. In addition to performing the duties of a Journey Lineworker, incumbents of this class shall be required to:

- Work alone as may be necessary in connection with providing and maintaining service to the public;
- Answer, investigate and correct trouble calls involving electric distribution, and street lighting;
- Where necessary, advise dispatcher of nature of trouble and material and personnel required to correct situation;
- Install and remove test equipment;
- Take readings on substations;
- Handle line, underground and substation switching and line patrolling;
- Make electric or water service turn-ons and turn-offs;
- Investigate trouble calls related to the supply of power to the water system;
- Collect deposits and bills;
- Set up necessary emergency safety devices for various City facilities and situations; and
- Perform related work as required.

KNOWLEDGE, SKILLS, & ABILITIES

Knowledge of:

- Methods, tools, equipment and materials used in electrical installation and repair work, and in the construction and maintenance of electrical distribution and transmission lines;
- Safety practices and regulations applied to low and high voltage electrical wires, and pertinent First Aid principles and techniques including resuscitation methods; and

Troubleshooter (continued)

- General Order's #95 "Rules for Overhead Line Construction" and #128 "Rules for Underground Systems", issued by the California Public Utilities Commission.

Ability to:

- Demonstrate skill in performing electrical installation and repair work and in construction and maintaining overhead and underground electrical distribution and transmission lines;
- Input data using computer programs for documenting electric facility maintenance and inspection findings;
- Work from electrical plans and detailed drawings;
- Understand and follow complex oral and written instructions;
- Exercise prudent judgment in emergency situations;
- Establish and maintain cooperative working relationship with those contacted in the course of work, including the general public;
- Walk or stand for extended periods of time and bend, stoop, reach, carry, crawl, climb, and lift as necessary to perform assigned duties;
- Effectively handle multiple priorities, organize workload, and meet strict deadlines; and
- Work in a team-based environment and achieve common goals.

SUPERVISION RECEIVED

Works under supervision of a Division Head or other supervision as assigned. Incumbents of this class shall be required to work without continuous direct supervision.

SUPERVISION EXERCISED

Supervises other personnel as assigned.

SPECIAL CONDITIONS

- Incumbents of this classification may be required to work outside their regularly scheduled hours, and to be available for emergency and/or pre-arranged work whenever called upon.
- Incumbents of this classification may be subject to drug and/or alcohol testing as mandated by federal regulations.
- Must be able to perform all of the essential functions of the job assignment.

CLASSIFICATION HISTORY

Established Date: 09/29/2009; Rev. 01/2020

**CITY OF SANTA CLARA, CALIFORNIA
CLASS SPECIFICATION**

TITLE: SENIOR PLANS EXAMINER (773)

DEPARTMENT	ACCOUNTABLE TO	FLSA STATUS
Community Development	Plan Review Manager	Non-exempt

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE

- Graduation from an accredited college or university with a Bachelor's degree in Civil Engineering or a related field; AND
- Five (5) years of experience performing plan review as a Plans Examiner or equivalent. Experience with a city and/or county agency is highly desirable.

LICENSES/CERTIFICATIONS

- Possession of an appropriate, valid California driver's license is required.
- License as a Professional Engineer or Architect in the State of California is required.
- Possession of, or ability to obtain within one year of hire, certification as a Plans Examiner by the International Code Council (ICC).

DESIRABLE QUALIFICATIONS

- License as a Structural Engineer in the State of California.

DISTINGUISHING CHARACTERISTICS

An incumbent in this class is responsible for checking building permit applications for residential, commercial and industrial construction, including reviewing construction, site plans and structural calculations that are submitted by architects, engineers, contractors and owners to ensure compliance with building codes and ordinances. This class will assist in supervising and training Plans Examiners, Inspectors and counter staff assigned to the Permit Center and is expected to perform as an expert and exercises considerable independent judgment in the performance of duties.

TYPICAL DUTIES

Duties may include, but are not limited to, the following:

Under general supervision:

- Reviews plans, calculations, and specifications for commercial, industrial, residential, public, or other major developments for compliance with applicable codes and ordinances
- Assists in supervising and training Plans Examiners, Inspectors and counter staff assigned to the Permit Center
- Advises architects, engineers, designers, contractors, and developers on code and design requirements; reviews field investigation of building or land failures
- Provides recommendations for necessary emergency measures to protect property and public safety
- Provides technical support in complex code interpretations and approval of alternate materials and methods of construction
- Prepares and maintains records of plan checking activities

SENIOR PLANS EXAMINER

- Provides coordination between City departments and outside agencies involved in the permit process
- Represents Building Inspection at preconstruction meetings and other meetings as assigned
- Presents information to the public on Building Safety and other information as requested
- Prepares handouts and design guidelines for construction updates
- Attends seminars and training sessions to keep current on new industry trends and presents findings
- Assists in the preparation of monthly reports
- Performs other related duties as assigned

KNOWLEDGE, SKILLS, & ABILITIES

Knowledge of:

- Building codes and related State and local regulations
- Building permit processing and counter procedures
- Interrelationships of other City departments and outside agencies
- Structural engineering and architectural principles and practices applicable to all types of building construction
- Office safety practices, procedures and standards
- Principles of supervision and human resources administration

Ability to:

- Read and interpret plans and specifications
- Prepare written documents, such as code requirements and interpretation
- Effectively communicate need for design modifications with designers
- Communicate effectively, both orally and in writing
- Establish and maintain good working relationships with architects, engineers, contractors, the public, and co-workers
- Work in a team-based environment and achieve common goals
- Effectively handle multiple priorities, organize workload and meet deadlines
- Walk or stand for extended periods of time
- Bend, stoop, reach, carry, climb and lift as necessary to perform assigned duties

SUPERVISION RECEIVED

Works under the general supervision of the Plan Review Manager, or other supervisor as assigned.

SUPERVISION EXERCISED

Assists in supervision and training of Plans Examiners, Inspectors, and counter staff assigned to the Permit Center.

OTHER REQUIREMENTS

Must be able to perform all of the essential functions of the job assignment.

CONFLICT OF INTEREST

Incumbents in this position are required to file a Conflict of Interest statement upon assuming

SENIOR PLANS EXAMINER

office, annually, and upon leaving office, in accordance with City Manager Directive 100.

CLASSIFICATION HISTORY

Created 11/2016; Rev. 02/2020

**CITY OF SANTA CLARA, CALIFORNIA
CLASS SPECIFICATION**

TITLE: TRANSPORTATION MANAGER (171)

DEPARTMENT	ACCOUNTABLE TO	FLSA STATUS
Public Works	Assistant Director of Public Works	Exempt

CLASS SUMMARY

This is a single incumbent professional management level position in the unclassified service responsible for direct supervision of the Traffic Engineering Division in the Engineering Department. The incumbent in this position will exercise a high level of judgment in guiding the Traffic Engineering Division so it continues to fulfill its goals and meet its performance objectives. Performs related duties as assigned.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE

- Education and experience equivalent to graduation from college with a bachelor's degree in Civil Engineering; and
- Four (4) years of increasingly responsible experience in traffic engineering office and field work, at least two years of which have been as an engineer in a management capacity.
- A Master's Degree in Transportation Engineering is desirable.

LICENSES/CERTIFICATIONS

- Possession of a valid Class C driver's license is required at the time of application and for the duration of employment.
- License as a registered Civil Engineer or Traffic Engineer from the State of California is required at time of application.

DISTINGUISHING CHARACTERISTICS

This classification is distinguished from the higher-level Assistant Director of Public Works in that the latter has overall responsibility for **multiple divisions**. This classification is distinguished from the lower level Principal Transportation Planner in that the latter is a second level supervisory classification that supervises the day to day activities for a specific functional area within the division.

TYPICAL DUTIES

Duties may include, but are not limited to, the following:

Under general direction:

- Manages a comprehensive City-wide program of long-range and short-range transportation planning, implementation, and controls;
- Confers with and assists the Director of Public Works/City Engineer in the development of long-range plans, goals and objectives, and budgets;
- Confers with other public and private agencies on traffic operations and transportation planning related matters;
- Directs studies of traffic flow, traffic volume, road capacity, circulation patterns, and similar information;

TRANSPORTATION MANAGER

- Reviews developments, meets with developers and directs the appropriate study of development traffic impacts, reviews and provides professional comments on traffic/transportation reports;
- Develops scope of work and solicits proposals for professional consultants regarding traffic and transportation issues;
- Prepares complete and comprehensive reports and presents a variety of reports regarding traffic and transportation issues; investigates traffic complaints and meets with the public, businesses, and schools regarding traffic concerns;
- Coordinates and otherwise works with City departments and outside agencies such as Caltrans & Valley Transportation Authority regarding transportation issues that affect the City of Santa Clara and the San Francisco Bay region;
- Supervises the design and installation and evaluates effectiveness of traffic control and warning devices including traffic calming improvements;
- Directs the issuance of permits for various items;
- Provides sufficient and effective training of City staff in traffic design, safety and control;
- Meets with City staff, outside agencies and the public to review, develop solutions, and report on transportation issues;
- Directs the preparation of plans and specifications for traffic projects and the preparation of drawings, charts, graphs, diagrams, and related materials; supervises the establishment and maintenance of records;
- Manages the development, maintenance, and operation of the City's automated traffic control system;
- Manages the maintenance of various engineering records and performs complex engineering work in connection with purchases, cost analyses, and progress reports;
- May act as the Director of Public Works/City Engineer in his/her absence and may represent the Director of Public Works/City Engineer at City Council and other public meetings;
- May serve as a member or liaison to City committees, outside commissions or committees; and
- Performs related work as required.

KNOWLEDGE, SKILLS, & ABILITIES

Knowledge of:

- Principles of transportation engineering practices, methods of long-range transportation planning, design, construction, and maintenance of a variety of traffic signal management projects as related to urban municipalities;
- Methods of performing traffic studies including up to date methods of assigning traffic volumes for different types of development, level of service measurements and calculations, and traffic volume capacities in roadways;
- Principles, practices, and methods of civil engineering as applied to the planning, design, construction, operation, and maintenance of transportation systems;
- Principles and practices of safety, including OSHA requirements;
- Principles and practices of effective leadership and management;
- Principles of organization and management, including conflict resolution, and employee development;

Ability to:

- Prepare, review, and evaluate engineering plans and traffic studies;

TRANSPORTATION MANAGER

- Identify, research and gather relevant information from variety of sources;
- Develop creative and practical solutions to complex and difficult problems;
- Understand and carry out highly complex technical tasks;
- Make accurate engineering and cost computations;
- Exercise sound and independent judgment, conduct independent analyses and make recommendations on difficult and sensitive issues;
- Provide the leadership and management of the department through coaching, enabling and facilitating employees working in a team environment;
- Create a culture that is conducive to change and that is one that is able to select, recruit, retain, develop and motivate a skilled and talented workforce where everyone knows their mission, role, and job;
- Establish clear goals and objectives in order to create an organization that delivers excellent customer service through ethical leadership standards, establishes an atmosphere of respect for employees consistent with the City's Code of Ethics and Values;
- Build constructive relationships by promoting effective partnerships with department peers, bargaining units, employees, citizens, and others contacted in the course of work;
- Represent and speak for the department and its work, e.g., presenting, explaining, promoting, defining, and negotiating to those within and outside the department by making clear and convincing oral presentations to individuals and groups, by listening effectively and clarifying information and by facilitating an open exchange of ideas;
- Work effectively as a member of the department's management team to achieve common goals and be able to deliver excellent customer service to both internal and external City clients;
- Plan, organize, direct, and coordinate organization activities and effectively manage the work of others;
- Work effectively and coordinate multiple projects and complex tasks simultaneously in time-sensitive situations and meet deadlines;
- Establish and maintain effective working relationships with contractors, developers, administrators, other professionals, City staff and the general public;
- Communicate effectively orally or in writing and make presentations related to transportation issues, sometimes in difficult situations;
- Prepare and present highly technical and complex written and oral reports using multi-media to large groups and City staff;
- Analyze engineering data and prepare concise, accurate, analytical, and comprehensive written and oral reports, and make recommendations;
- Exhibit familiarity with various traffic engineering programs including those for signal timing and level of service calculations;
- Use computer applications, prepare memos and procedural documentation;
- Operate office machines and common office equipment including a personal computer, copier and facsimile machine; and
- Walk or stand for extended periods of time and bend, stoop, crawl, climb, and lift as necessary to perform assigned duties.

SUPERVISION RECEIVED

Works under the general direction of the Assistant Director or Director of Public Works/City

TRANSPORTATION MANAGER

Engineer.

SUPERVISION EXERCISED

Manages other professionals and paraprofessional staff as assigned, including field staff.

SPECIAL CONDITIONS

Incumbents may be required to work odd and unusual hours.

CONFLICT OF INTEREST

Incumbents in this position are required to file a Conflict of Interest statement upon assuming office, annually, and upon leaving office, in accordance with City Manager Directive 100.

CLASSIFICATION HISTORY

Created 05/2008; Rev. 02/2020

**CITY OF SANTA CLARA, CALIFORNIA
CLASS SPECIFICATION**

TITLE: CHIEF ASSISTANT CITY ATTORNEY (XXX)

DEPARTMENT	ACCOUNTABLE TO	FLSA STATUS
City Attorney's Office	City Attorney	Exempt

CLASS SUMMARY

Under general direction, performs the most complex work of considerable difficulty. Responsibilities include managing, controlling, and directing employees and formulating and implementing administrative policies and objectives for assigned personnel. Performs related work as required.

EDUCATION AND EXPERIENCE

Minimum Qualifications:

- J.D. or L.L.B. from an accredited law school;
- Ten (10) years recent experience in the general practice of law. Five (5) years of the qualifying experience must include dealing with municipal, county or state governmental agencies in the State of California;
- One year of supervisory experience is desirable; and
- Trial experience is highly desirable.

LICENSES AND/OR CERTIFICATES

- Possession of an appropriate California driver's license is required.
- Active member in good standing of the State Bar of California is required.
- Admission to the Federal District Court and Federal Appeals Court Bar is desirable.

DISTINGUISHING CHARACTERISTICS

This is a professional managerial position in the unclassified service. An incumbent in this classification exercises independent judgment and discretion. The position requires ability to work well with management, professional and administrative support employees in the Office; with clients, professionals, managers, City's executive management team and all City Departments and elected and appointed officials from the City and various boards, commissions, and committees. This classification is distinguished from the lower level Assistant City Attorney classification, in that the latter class has supervisory capacity over the Assistant City Attorney classification, other professional level classifications, and support staff.

The Chief Assistant City Attorney is a member of the City's unclassified service. This classification is an "at-will" position and the incumbent serves at the discretion of the City Manager. An incumbent in this classification must demonstrate strong ethical, professional, and service-oriented leadership and interpersonal skills, set a good example; and correctly apply and abide by the tenets of the City's Code of Ethics and Values.

ASSISTANT CITY ATTORNEY

TYPICAL DUTIES

Duties may include but are not limited to the following:

Under general direction of the City Attorney:

- Acts as second-in-command of the City Attorney's Office;
- Plans, directs, and participates in the development and implementation of goals, objectives, policies and priorities for the City Attorney's Office;
- Performs management and supervisory duties assigned by the City Attorney;
- Recruits, supervises, train and evaluate assigned staff;
- May act for the City Attorney in his/her absence or at his/her direction;
- Manages the training and supervision of subordinate attorneys and support staff;
- Provides legal counsel to elected and appointed officials, boards, commissions, committees and City departments. This includes, but is not limited to, interpretation of Federal, State, County, and City Constitutions, charters, statutes, ordinances, resolutions, rules, regulations, court decisions, administrative law decisions, and other legal authority.
- Makes appearances and conducts litigation on legal matters before State and Federal courts, boards, administrative agencies, and commissions. This includes preparation of pleadings, discovery, briefs, motions and other documents in preparation and trial of cases and the handling of appeals in both criminal and civil cases;
- Oversees services provided by outside legal specialists engaged by the City for specialized legal matters;
- Prepares drafts and/or review the legality of legislation, ordinances, resolutions, administrative policies, contracts, deeds, leases and other legal documents and instruments;
- Confers with the City Attorney to ascertain legal policy and then make decisions with respect to prosecution, compromise and/or dismissal of civil and criminal litigation;
- Prepares eminent domain proceedings;
- Assists in land, right-of-way and property acquisition and disposal on behalf of the City;
- Negotiates contracts, real estate purchases, and leasing transactions, including below market rate housing transactions;
- Monitors and assists in the collection of debts and damages due to the City;
- Monitor and assist in the investigation of claims and complaints by and against the City;
- Attends meetings of the City Council, boards and commissions as assigned by the City Attorney to render legal advice and counsel;
- Assists in processing and settling claims and in preparing insurance specifications for service and public works projects; and
- Perform other work as assigned.

KNOWLEDGE, SKILLS, & ABILITIES

Knowledge of:

- Principles and practices of civil, criminal, constitutional, and administrative law; trial procedures and rules of evidence; and, research resources and state of the art methods of legal research techniques.
- General statutory and case law, with specific knowledge of law related to municipal government functions;
- Principles and practices of government organizations, powers and limitations of governmental

ASSISTANT CITY ATTORNEY

- functions, organizational management and supervision;
- Office safety practices, procedures and standards; and
- Organization and operating procedures of a municipal attorney's office.

Ability to:

- Communicate both orally and in writing in a highly effective manner;
- Prepare analysis of law, fact, and argument, clearly and logically;
- Analyze, appraise and apply legal principles and precedents to difficult legal problems and use independent judgment;
- Present statements of law, fact, and argument clearly and logically, including presenting complex cases in court, including jury trials;
- Prepare complex legal opinions and a wide variety of sophisticated legal documents;
- Have a common-sense approach to decision making and balancing the needs of the requesting City client;
- Work both collaboratively and independently using sound judgment, initiative, creativity and discretion in responding to sensitive community and organizational issues, concerns, and needs;
- Effectively manage, organize, train and supervise assigned staff;
- Build credibility, trust and strong working relationships with internal and external clients by working cooperatively and collaboratively, by working in a team environment, by seeking input from others, by listening and communicating, by using tact and discretion and by communicating, when appropriate, technical information in non-technical terms;
- Handle stressful or sensitive situations with tact and diplomacy;
- Establish and maintain effective working relationships with those contacted in the course of work;
- Work effectively in time-sensitive situations and meet deadlines; coordinate multiple projects and complex tasks simultaneously;
- Handle a range of assignments from routine to complex; and
- Bend, stoop, reach, carry, crawl, climb, and lift as necessary to perform assigned duties.

Skill in:

- Performing detailed and extensive legal research on complex issues using the latest in specialized legal computer software and technology, i.e. Westlaw, internet;
- Preparing and presenting complex cases in court, including jury trials; and
- Computer technology, i.e. Microsoft Office Suite programs (Word, Excel, PowerPoint).

SUPERVISION RECEIVED

Works under the general direction of the City Attorney or designee.

SUPERVISION EXERCISED

Supervises assigned personnel.

OTHER REQUIREMENTS

Must be able to perform all of the essential functions of the job.

ASSISTANT CITY ATTORNEY

SPECIAL CONDITIONS

May be required to work odd and unusual hours as needed.

CONFLICT OF INTEREST

Incumbents in this position are required to file a Conflict of Interest statement upon assuming office, annually and upon leaving office, in accordance with City Manager Directive 100.

CLASSIFICATION HISTORY

Created 02/2020

City of Santa Clara
Unclassified/Elected Salary Plan

Effective 2/23/2020
Approved 2/25/2020

Job Title	Job Code	Union Code	Minimum Salary			Maximum Salary		
			Hourly	Monthly	Annual	Hourly	Monthly	Annual
ACCOUNTING DIVISION MANAGER	109	9	\$ 74.267308	\$ 12,873.00	\$ 154,476.00	\$ 96.109615	\$ 16,659.00	\$ 199,908.00
ASST BUILDING OFFICIAL	222	9	\$ 79.159615	\$ 13,721.00	\$ 164,652.00	\$ 102.450000	\$ 17,758.00	\$ 213,096.00
ASST CITY ATTORNEY	015	9	\$ 92.001923	\$ 15,947.00	\$ 191,364.00	\$ 119.065385	\$ 20,638.00	\$ 247,656.00
ASST CITY CLERK	010	9	\$ 61.534615	\$ 10,666.00	\$ 127,992.00	\$ 79.632692	\$ 13,803.00	\$ 165,636.00
ASST CITY LIBRARIAN	012	9	\$ 80.163462	\$ 13,895.00	\$ 166,740.00	\$ 103.742308	\$ 17,982.00	\$ 215,784.00
ASST CITY MANAGER	016	9	\$ 124.661538	\$ 21,608.00	\$ 259,296.00	\$ 161.319231	\$ 27,962.00	\$ 335,544.00
ASST DIR OF ELECTRIC UTIL	021	9	\$ 108.605769	\$ 18,825.00	\$ 225,900.00	\$ 140.550000	\$ 24,362.00	\$ 292,344.00
ASST DIR OF FINANCE	022	9	\$ 86.434615	\$ 14,982.00	\$ 179,784.00	\$ 111.859615	\$ 19,389.00	\$ 232,668.00
ASST DIR OF HUMAN RESOURCES	018	9	\$ 86.434615	\$ 14,982.00	\$ 179,784.00	\$ 111.859615	\$ 19,389.00	\$ 232,668.00
ASST DIR OF PUB WORKS/CITY ENG	071	9	\$ 95.319231	\$ 16,522.00	\$ 198,264.00	\$ 123.357692	\$ 21,382.00	\$ 256,584.00
ASST DIR OF WATER & SEWER UTIL	014	9	\$ 85.551923	\$ 14,829.00	\$ 177,948.00	\$ 110.723077	\$ 19,192.00	\$ 230,304.00
ASST FIRE CHIEF	024	9B	\$ 124.332058	\$ 21,550.89	\$ 258,610.68	\$ 160.908462	\$ 27,890.80	\$ 334,689.60
ASST FIRE MARSHAL	026	9B	\$ 95.361692	\$ 16,529.36	\$ 198,352.32	\$ 123.409212	\$ 21,390.93	\$ 256,691.16
ASST POLICE CHIEF	027	9A	\$ 130.234615	\$ 22,574.00	\$ 270,888.00	\$ 168.536538	\$ 29,213.00	\$ 350,556.00
ASST TO THE CITY MANAGER	028	9	\$ 84.496154	\$ 14,646.00	\$ 175,752.00	\$ 109.344231	\$ 18,953.00	\$ 227,436.00
AUDIT MANAGER	201	9	\$ 71.498077	\$ 12,393.00	\$ 148,716.00	\$ 92.526923	\$ 16,038.00	\$ 192,456.00
BATTALION CHIEF	036	9B	\$ 102.738462	\$ 17,808.00	\$ 213,696.00	\$ 132.945404	\$ 23,043.87	\$ 276,526.44
BATTALION CHIEF 24 HRS	036S	9B	\$ 97.846731	\$ 16,960.10	\$ 203,521.20	\$ 126.618115	\$ 21,947.14	\$ 263,365.68
BUDGET & TREASURY DIVISION MGR	113	9	\$ 74.267308	\$ 12,873.00	\$ 154,476.00	\$ 96.109615	\$ 16,659.00	\$ 199,908.00
BUILDING MAINTENANCE MANAGER	041	9	\$ 65.769231	\$ 11,400.00	\$ 136,800.00	\$ 85.113462	\$ 14,753.00	\$ 177,036.00
BUILDING OFFICIAL	042	9	\$ 87.080769	\$ 15,094.00	\$ 181,128.00	\$ 112.690385	\$ 19,533.00	\$ 234,396.00
CEMETERY OPERATIONS MANAGER	045	9	\$ 52.592308	\$ 9,116.00	\$ 109,392.00	\$ 68.059615	\$ 11,797.00	\$ 141,564.00
CHIEF ASSISTANT CITY ATTORNEY	037	9	\$ 105.801923	\$ 18,339.00	\$ 220,068.00	\$ 136.925192	\$ 23,733.70	\$ 284,804.40
CHIEF ELECTRIC UTILITY OFFICER	108	9	\$ 143.365385	\$ 24,850.00	\$ 298,200.00	\$ 185.526923	\$ 32,158.00	\$ 385,896.00
CHIEF OPERATING OFFICER	311	9	\$ 143.365385	\$ 24,850.00	\$ 298,200.00	\$ 185.526923	\$ 32,158.00	\$ 385,896.00
CITY ATTORNEY	060	9	\$ 159.998077	\$ 27,733.00	\$ 332,796.00	\$ 159.998077	\$ 27,733.00	\$ 332,796.00
CITY CLERK	063	Elected				\$ 11.538462	\$ 2,000.00	\$ 24,000.00
CITY COUNCIL MEMBER	CNCL	Elected				\$ 11.538462	\$ 2,000.00	\$ 24,000.00
CITY LIBRARIAN	066	9	\$ 100.194231	\$ 17,367.00	\$ 208,404.00	\$ 129.663462	\$ 22,475.00	\$ 269,700.00
CITY MANAGER	069	9				\$ 215.621077	\$ 37,374.32	\$ 448,491.84
COMMUNICATIONS & OUTREACH MGR	083	9	\$ 59.705769	\$ 10,349.00	\$ 124,188.00	\$ 77.261538	\$ 13,392.00	\$ 160,704.00

City of Santa Clara
Unclassified/Elected Salary Plan

Effective 2/23/2020
Approved 2/25/2020

Job Title	Job Code	Union Code	Minimum Salary			Maximum Salary		
			Hourly	Monthly	Annual	Hourly	Monthly	Annual
COMMUNICATIONS OPERATIONS MGR	068	9	\$ 67.655769	\$ 11,727.00	\$ 140,724.00	\$ 87.553846	\$ 15,176.00	\$ 182,112.00
COMPLIANCE MANAGER	081	9	\$ 60.646154	\$ 10,512.00	\$ 126,144.00	\$ 78.478846	\$ 13,603.00	\$ 163,236.00
CONTRACTS MANAGER	342	9	\$ 66.853846	\$ 11,588.00	\$ 139,056.00	\$ 86.509615	\$ 14,995.00	\$ 179,940.00
DEPUTY CITY ATTORNEY I	170	9	\$ 57.496154	\$ 9,966.00	\$ 119,592.00	\$ 74.405769	\$ 12,897.00	\$ 154,764.00
DEPUTY CITY ATTORNEY II	172	9	\$ 67.078846	\$ 11,627.00	\$ 139,524.00	\$ 86.809615	\$ 15,047.00	\$ 180,564.00
DEPUTY CITY CLERK	178	9	\$ 51.784615	\$ 8,976.00	\$ 107,712.00	\$ 67.021154	\$ 11,617.00	\$ 139,404.00
DEPUTY CITY MANAGER	079	9	\$ 92.948077	\$ 16,111.00	\$ 193,332.00	\$ 120.276923	\$ 20,848.00	\$ 250,176.00
DEPUTY FIRE CHIEF	080	9B	\$ 113.028577	\$ 19,591.62	\$ 235,099.44	\$ 146.281558	\$ 25,355.47	\$ 304,265.64
DEPUTY PARKS & REC DIRECTOR	175	9	\$ 75.109615	\$ 13,019.00	\$ 156,228.00	\$ 97.200000	\$ 16,848.00	\$ 202,176.00
DEPUTY PUBLIC WORKS DIRECTOR	176	9	\$ 75.242308	\$ 13,042.00	\$ 156,504.00	\$ 97.373077	\$ 16,878.00	\$ 202,536.00
DEVELOPMENT REVIEW OFFICER	144	9	\$ 72.790385	\$ 12,617.00	\$ 151,404.00	\$ 94.200000	\$ 16,328.00	\$ 195,936.00
DIRECTOR OF COMMUNITY DEVELOPM	090	9	\$ 110.151923	\$ 19,093.00	\$ 229,116.00	\$ 142.551923	\$ 24,709.00	\$ 296,508.00
DIRECTOR OF FINANCE	087	9	\$ 109.932692	\$ 19,055.00	\$ 228,660.00	\$ 142.263462	\$ 24,659.00	\$ 295,908.00
DIRECTOR OF HUMAN RESOURCES	088	9	\$ 101.342308	\$ 17,566.00	\$ 210,792.00	\$ 131.146154	\$ 22,732.00	\$ 272,784.00
DIRECTOR OF INF TECHNOLOGY/CIO	089	9	\$ 104.573077	\$ 18,126.00	\$ 217,512.00	\$ 135.334615	\$ 23,458.00	\$ 281,496.00
DIRECTOR OF PUBLIC WORKS	091	9	\$ 116.515385	\$ 20,196.00	\$ 242,352.00	\$ 150.784615	\$ 26,136.00	\$ 313,632.00
DIRECTOR OF WTR & SEWER UTILS	102	9	\$ 105.605769	\$ 18,305.00	\$ 219,660.00	\$ 136.661538	\$ 23,688.00	\$ 284,256.00
ELEC DIV MGR - ENGINEERING	104Q	9	\$ 89.751923	\$ 15,557.00	\$ 186,684.00	\$ 116.157692	\$ 20,134.00	\$ 241,608.00
ELEC DIV MGR - GENERATION	104R	9	\$ 89.751923	\$ 15,557.00	\$ 186,684.00	\$ 116.157692	\$ 20,134.00	\$ 241,608.00
ELEC DIV MGR - OPERATIONS	104P	9	\$ 89.751923	\$ 15,557.00	\$ 186,684.00	\$ 116.157692	\$ 20,134.00	\$ 241,608.00
ELEC DIV MGR - SUBSTATIONS	104M	9	\$ 89.751923	\$ 15,557.00	\$ 186,684.00	\$ 116.157692	\$ 20,134.00	\$ 241,608.00
ELEC DIV MGR - TRANSM, DISTRIB	104S	9	\$ 89.751923	\$ 15,557.00	\$ 186,684.00	\$ 116.157692	\$ 20,134.00	\$ 241,608.00
ELEC DIV MGR-MKT A & P	107F	9	\$ 89.751923	\$ 15,557.00	\$ 186,684.00	\$ 116.157692	\$ 20,134.00	\$ 241,608.00
ELEC DIVISION MANAGER	104	9	\$ 89.751923	\$ 15,557.00	\$ 186,684.00	\$ 116.157692	\$ 20,134.00	\$ 241,608.00
ELEC PROGRAM MANAGER	424	9	\$ 78.051923	\$ 13,529.00	\$ 162,348.00	\$ 101.001923	\$ 17,507.00	\$ 210,084.00
ELEC UTIL CHIEF OPER OFFICER	116	9	\$ 119.469231	\$ 20,708.00	\$ 248,496.00	\$ 154.609615	\$ 26,799.00	\$ 321,588.00
ELEC UTIL RISK CONTROL ANALYST	697	9	\$ 69.900000	\$ 12,116.00	\$ 145,392.00	\$ 90.461538	\$ 15,680.00	\$ 188,160.00
EMERGENCY SERVICES COORDINATOR	106	9	\$ 58.696154	\$ 10,174.00	\$ 122,088.00	\$ 75.963462	\$ 13,167.00	\$ 158,004.00
ENVIRONMENTAL PROGRAMS MGR	461	9	\$ 60.646154	\$ 10,512.00	\$ 126,144.00	\$ 78.478846	\$ 13,603.00	\$ 163,236.00
EXECUTIVE ASSISTANT	187	9	\$ 51.005769	\$ 8,841.00	\$ 106,092.00	\$ 66.005769	\$ 11,441.00	\$ 137,292.00
FIRE CHIEF	117	9B	\$ 135.219346	\$ 23,438.02	\$ 281,256.24	\$ 174.980538	\$ 30,329.96	\$ 363,959.52

City of Santa Clara
Unclassified/Elected Salary Plan

Effective 2/23/2020
Approved 2/25/2020

Job Title	Job Code	Union Code	Minimum Salary			Maximum Salary		
			Hourly	Monthly	Annual	Hourly	Monthly	Annual
FIRE MARSHAL	120	9B	\$ 102.738462	\$ 17,808.00	\$ 213,696.00	\$ 132.945404	\$ 23,043.87	\$ 276,526.44
FLEET MANAGER	034	9	\$ 62.665385	\$ 10,862.00	\$ 130,344.00	\$ 81.092308	\$ 14,056.00	\$ 168,672.00
HOUSING & COMM SVC DIV MGR	075	9	\$ 75.305769	\$ 13,053.00	\$ 156,636.00	\$ 97.459615	\$ 16,893.00	\$ 202,716.00
HOUSING DEVELOPMENT OFFICER	749	9	\$ 59.140385	\$ 10,251.00	\$ 123,012.00	\$ 76.534615	\$ 13,266.00	\$ 159,192.00
HUMAN RESOURCES DIV MGR	139	9	\$ 74.267308	\$ 12,873.00	\$ 154,476.00	\$ 96.109615	\$ 16,659.00	\$ 199,908.00
INFORMATION TECHNOLOGY SVC MGR	112	9	\$ 69.703846	\$ 12,082.00	\$ 144,984.00	\$ 90.196154	\$ 15,634.00	\$ 187,608.00
INSPECTION MANAGER	134	9	\$ 74.590385	\$ 12,929.00	\$ 155,148.00	\$ 96.536538	\$ 16,733.00	\$ 200,796.00
LIBRARY DIV MGR -SUPPORT SVCS	127G	9	\$ 62.619231	\$ 10,854.00	\$ 130,248.00	\$ 81.046154	\$ 14,048.00	\$ 168,576.00
MANAGEMENT ANALYST	008	9	\$ 51.784615	\$ 8,976.00	\$ 107,712.00	\$ 67.021154	\$ 11,617.00	\$ 139,404.00
MAYOR	MAYOR	Elected				\$ 14.423077	\$ 2,500.00	\$ 30,000.00
MUNICIPAL SERVICES DIV MGR	110	9	\$ 74.267308	\$ 12,873.00	\$ 154,476.00	\$ 96.109615	\$ 16,659.00	\$ 199,908.00
PARK MAINT & OPERATIONS SUPERV	131	9	\$ 61.898077	\$ 10,729.00	\$ 128,748.00	\$ 80.094231	\$ 13,883.00	\$ 166,596.00
PARKS & RECREATION DIRECTOR	132	9	\$ 102.109615	\$ 17,699.00	\$ 212,388.00	\$ 132.132692	\$ 22,903.00	\$ 274,836.00
PARKS CONST, MTC & REPAIR MGR	130	9	\$ 61.898077	\$ 10,729.00	\$ 128,748.00	\$ 80.094231	\$ 13,883.00	\$ 166,596.00
PERFORMANCE AUDITOR I	203	9	\$ 43.153846	\$ 7,480.00	\$ 89,760.00	\$ 55.850962	\$ 9,680.83	\$ 116,170.00
PERFORMANCE AUDITOR II	204	9	\$ 51.784615	\$ 8,976.00	\$ 107,712.00	\$ 67.021154	\$ 11,617.00	\$ 139,404.00
PLAN REVIEW MANAGER	629	9	\$ 75.392308	\$ 13,068.00	\$ 156,816.00	\$ 97.557692	\$ 16,910.00	\$ 202,920.00
PLANNING MANAGER	072	9	\$ 78.623077	\$ 13,628.00	\$ 163,536.00	\$ 101.746154	\$ 17,636.00	\$ 211,632.00
POLICE CAPTAIN	138	9A	\$ 124.044231	\$ 21,501.00	\$ 258,012.00	\$ 160.523077	\$ 27,824.00	\$ 333,888.00
POLICE CHIEF	141	Elected				\$ 150.813462	\$ 26,141.00	\$ 313,692.00
POLICE RECORDS MANAGER	647	9	\$ 53.342308	\$ 9,246.00	\$ 110,952.00	\$ 69.034615	\$ 11,966.00	\$ 143,592.00
POWER SYSTEM SCHEDULER/TRADER	674	9	\$ 66.940385	\$ 11,603.00	\$ 139,236.00	\$ 86.630769	\$ 15,016.00	\$ 180,192.00
POWER TRADER	673	9	\$ 85.551923	\$ 14,829.00	\$ 177,948.00	\$ 110.723077	\$ 19,192.00	\$ 230,304.00
PRINCIPAL ACCOUNTANT	148	9	\$ 66.853846	\$ 11,588.00	\$ 139,056.00	\$ 86.509615	\$ 14,995.00	\$ 179,940.00
PRINCIPAL ELECTRIC UTILITY ENG	145	9	\$ 85.488462	\$ 14,818.00	\$ 177,816.00	\$ 110.630769	\$ 19,176.00	\$ 230,112.00
PRINCIPAL ENG/CITY SURVEYOR	140	9	\$ 87.037019	\$ 15,086.42	\$ 181,037.00	\$ 112.638462	\$ 19,524.00	\$ 234,288.00
PRINCIPAL ENGINEER	142	9	\$ 82.892308	\$ 14,368.00	\$ 172,416.00	\$ 107.273077	\$ 18,594.00	\$ 223,128.00
PRINCIPAL ENGINEER - WATER	142W	9	\$ 82.892308	\$ 14,368.00	\$ 172,416.00	\$ 107.273077	\$ 18,594.00	\$ 223,128.00
PRINCIPAL FINANCIAL ANALYST	149	9	\$ 66.853846	\$ 11,588.00	\$ 139,056.00	\$ 86.509615	\$ 14,995.00	\$ 179,940.00
PRINCIPAL PLANNER	143	9	\$ 66.853846	\$ 11,588.00	\$ 139,056.00	\$ 86.509615	\$ 14,995.00	\$ 179,940.00
PRINCIPAL POWER ANALYST	154	9	\$ 66.853846	\$ 11,588.00	\$ 139,056.00	\$ 86.509615	\$ 14,995.00	\$ 179,940.00

City of Santa Clara
Unclassified/Elected Salary Plan

Effective 2/23/2020
Approved 2/25/2020

Job Title	Job Code	Union Code	Minimum Salary			Maximum Salary		
			Hourly	Monthly	Annual	Hourly	Monthly	Annual
PRINCIPAL UTIL INFO SYSTEM MGR	146	9	\$ 85.551923	\$ 14,829.00	\$ 177,948.00	\$ 110.723077	\$ 19,192.00	\$ 230,304.00
PUBLIC INFORMATION OFFICER	077	9	\$ 81.248077	\$ 14,083.00	\$ 168,996.00	\$ 105.138462	\$ 18,224.00	\$ 218,688.00
PUBLIC RECORDS MANAGER	082	9	\$ 51.784615	\$ 8,976.00	\$ 107,712.00	\$ 67.021154	\$ 11,617.00	\$ 139,404.00
PURCHASING DIVISION MANAGER	147	9	\$ 71.498077	\$ 12,393.00	\$ 148,716.00	\$ 92.526923	\$ 16,038.00	\$ 192,456.00
RECREATION MANAGER	150	9	\$ 67.488462	\$ 11,698.00	\$ 140,376.00	\$ 87.334615	\$ 15,138.00	\$ 181,656.00
RISK MANAGER	700	9	\$ 71.498077	\$ 12,393.00	\$ 148,716.00	\$ 92.526923	\$ 16,038.00	\$ 192,456.00
SR DEPUTY CITY ATTORNEY	161	9	\$ 71.301923	\$ 12,359.00	\$ 148,308.00	\$ 92.278846	\$ 15,995.00	\$ 191,940.00
SR ELEC DIV MGR	173	9	\$ 98.723077	\$ 17,112.00	\$ 205,344.00	\$ 127.771154	\$ 22,147.00	\$ 265,764.00
SR ELEC DIV MGR-MKT A&P	174A	9	\$ 98.723077	\$ 17,112.00	\$ 205,344.00	\$ 127.771154	\$ 22,147.00	\$ 265,764.00
SR INFORMATION TECH SVCS MGR	743	9	\$ 76.378846	\$ 13,239.00	\$ 158,868.00	\$ 98.844231	\$ 17,133.00	\$ 205,596.00
SR MANAGEMENT ANALYST	742	9	\$ 56.962981	\$ 9,873.58	\$ 118,483.00	\$ 73.723077	\$ 12,778.67	\$ 153,344.00
SR PERFORMANCE AUDITOR	202	9	\$ 60.646154	\$ 10,512.00	\$ 126,144.00	\$ 78.478846	\$ 13,603.00	\$ 163,236.00
SR POWER SYSTEM SCHEDLR/TRADER	772	9	\$ 71.948077	\$ 12,471.00	\$ 149,652.00	\$ 93.115385	\$ 16,140.00	\$ 193,680.00
STREET SUPERINTENDENT	159	9	\$ 68.400000	\$ 11,856.00	\$ 142,272.00	\$ 88.523077	\$ 15,344.00	\$ 184,128.00
TRANSPORTATION MANAGER	171	9	\$ 83.648077	\$ 14,499.00	\$ 173,988.00	\$ 108.253846	\$ 18,764.00	\$ 225,168.00
UTILITY BUSINESS SYSTEMS MGR	898	9	\$ 66.744231	\$ 11,569.00	\$ 138,828.00	\$ 86.371154	\$ 14,971.00	\$ 179,652.00
UTILITY OPERATIONS ENGINEER	155	9	\$ 70.459615	\$ 12,213.00	\$ 146,556.00	\$ 91.176923	\$ 15,804.00	\$ 189,648.00
WATER & SEWER OPERATIONS MGR	180	9	\$ 69.253846	\$ 12,004.00	\$ 144,048.00	\$ 89.630769	\$ 15,536.00	\$ 186,432.00
WATER & SEWER SUPERINTENDENT	029	9	\$ 62.619231	\$ 10,854.00	\$ 130,248.00	\$ 81.046154	\$ 14,048.00	\$ 168,576.00
WEB & DIGITAL MEDIA MANAGER	073	9	\$ 59.705769	\$ 10,349.00	\$ 124,188.00	\$ 77.261538	\$ 13,392.00	\$ 160,704.00

RESOLUTION NO. 20-

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA
TO ADOPT THE AMENDED SALARY PLAN FOR VARIOUS
UNCLASSIFIED POSITIONS WITH AN APPROVAL DATE OF
FEBRUARY 25, 2020**

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

WHEREAS, the City of Santa Clara contracts with CalPERS to provide retirement benefits;

WHEREAS, to comply with the California Code Regulations section 570.5, the City of Santa Clara shall among other things, have pay schedules approved and adopted by the City Council; and indicate an effective date and date of any revisions;

WHEREAS, as required by California Code Regulations section 570.5 and as mandated by CalPERS, the City Council deems it to be in the best interests of the City to adopt the Amended Salary Plan for City of Santa Clara classifications when there are salary modifications to existing classifications, and when new classifications are created and salary ranges need to be established, with an approval date of February 25, 2020.

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

1. That the City hereby adopts the Amended Salary Plan for various City of Santa Clara unclassified positions.
2. Effective date. In accordance with the California Code Regulations section 570.5 and to comply with CalPERS, the salary schedule for various unclassified positions shall be effective February 23, 2020 and adopted with an approval date of February 25, 2020.

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 25th DAY OF FEBRUARY 2020, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

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

Attachments incorporated by reference:

1. Unclassified Elected Salary Plan (effective 02-23-2020) approved 02-25-2020



Agenda Report

20-220

Agenda Date: 2/25/2020

REPORT TO CITY COUNCIL

SUBJECT

Summary of 2020 Council Priority Setting Session and Council Priorities [Council Pillar: Enhance Community Engagement and Transparency]

BACKGROUND

On Jan. 30-31, 2020, the City Council held a City Council Priority Setting Session (Session) in order to discuss and establish citywide goals that help focus the City's initiatives and resources. These priorities set the policy framework for budget decisions and how City resources are aligned to support these objectives. During the Session, City Council also updated and reaffirmed the City Council Strategic Pillars. The Pillars guide investment of resources for future operating and capital budgets.

The Council's current Strategic Pillars based on discussion at the Priority Setting Session are as follows:

1. Promote and Enhance Economic, Housing and Transportation Development (*previously Promote and Enhance Economic and Housing Development*)
2. Deliver and Enhance High Quality Efficient Services and Infrastructure
3. Enhance Community Sports, Recreational and Arts Assets (*previously Enhance Community Sports and Recreational Assets*)
4. Enhance Community Engagement and Transparency
5. Ensure Compliance with Measure J and Manage Levi's Stadium
6. Manage Strategically our Workforce Capacity and Resources
7. Promote Sustainability and Environmental Protection (*previously Sustainability*)

On Day 1 of the Session, Mayor and Council surfaced their individual priorities which staff compiled for review. On Day 2 of the Session, Mayor and Council reviewed the list and categorized the items in one of the following ways:

1. Pay Attention/Keep It in Mind
2. Parking Lot/Revisit Next Year
3. Bring Back to City Council for Review and Action
4. Already in Progress

Attachment 1 provides a summary of both days of the Session.

DISCUSSION

A total of 60 items were discussed at the 2020 Priority Setting Session.

This includes the following breakdown:

- 23 items - bring back to Council for review and action
 - Three of these items have already been completed by staff
 - Two of these items are already in progress
- 5 items - placed in the “parking lot” for review at the 2021 Council Priority Setting Session
- 23 items - staff will pay attention/keep in mind these items
 - Six of these items are already in progress
- 9 items - already in progress

Attachment 2 provides the list of items the Council discussed and requested that staff return with more analysis.

Attachment 3 provides a list of categories 1 and 2 above as well as items that were discussed and are already in progress.

Upon Council approval, staff will analyze the items listed in Attachment 2 and return to Council during the budget process with the staffing and fiscal analysis/impact of each item.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a “project” within the meaning of the California Environment Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(a)(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 to associated with this report.

COORDINATION

This report has been coordinated with the Mayor and Council and City Manager’s Offices.

PUBLIC CONTACT

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

RECOMMENDATION

Review and approve 2020 City Council Priority Setting Session Summary and Council Priorities.

Reviewed by: Nadine Nader, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. 2020 Council Priority Setting Session Summary

2. Items to Be Brought Back to Council from 2020 Council Priority Setting Session
3. Other Council Priorities from 2020 Council Priority Setting Session

Summary Notes

City Council Strategic Priority Session

Background

City Council met for their annual Strategic Priority Session on January 30 and 31, 2020. In consultation with the Council Governance and Ethics Committee, staff modified the format of the session this year to include more opportunities for Council to have open-ended, facilitated discussions on topics of importance, and fewer staff presentations.

Strategic Goals/Pillars Visioning Exercise

City Council initiated their visioning exercise on Day 1 of the session by identifying citywide accomplishments from 2019 and the outcomes they want to achieve in this current Strategic Priority Session. The session facilitator, Dr. Shawn Spano, then provided a summary of the Council interviews he conducted prior to the session, highlighting Council's assessment of the current goals/pillars, and the specific tasks and objectives they would like to address in 2020. The overall themes that emerged from the interviews are:

- The current strategic goals are comprehensive – they capture Council's vision for the community and reflect the major priorities for the City.
- Council wants staff to continue to focus on the goals by addressing the objectives under each of the goals, updating and communicating the status and progress made, and communicating accomplishments to provide a sense of "completion" and "resolution."
- Several Council members noted that there is an increased need for proactive and effective communication with the community to ensure that the goals are understood, including accomplishments as well as constraints and challenges.
- While Council offered several new tasks and objectives, there was no preference for adding new goals, in large part because the current goals are comprehensive.

It should also be noted that the "Sustainability" goal/pillar, which was added in 2019, was singled out for additional discussion in order to clarify definitional parameters and the direction Council wants staff to take in the current year. Council agreed to focus this goal/pillar on "environmental" sustainability for the next year, and to revisit the question of expanding the definitional scope at the 2021 Strategic Priority Session.

To conduct the visioning exercise, Council addressed each of the seven goals/pillars one at a time. After sharing their evaluative assessments of each goal/pillar, Council then affirmed the specific tasks and objectives that were identified in the interviews. At the end of this segment, Council added additional tasks and objectives to the list. These were folded into the goals/pillars along with the ones previously identified.

On Day 2 of the session, Council reviewed the full list of objectives and tasks and placed them into one of four categories:

1. Pay Attention/Keep in Mind

2. Parking Lot/Revisit Next Year
3. Bring back to Council for Review and Action
4. Already in Progress

For the full list of Objectives, see the attachments approved by City Council at their Feb. 25, 2020 meeting.

Fiscal Outlook – Staff Presentation

Kenn Lee, Finance Director, presented the Fiscal Outlook, including a review of the organization's financial status, a look at future fiscal projections, the 10-Year General Fund Financial Forecast and proposed FY 2020-2021 Budget Principles. One of the main take-a-ways from the Fiscal Outlook was the need to provide bridge funding for the modest budget shortfall that is projected for the early years of the forecast.

Following questions and discussion of the Fiscal Outlook, Council formally adopted the 2020-2021 Budget Principles.

Communications Project

In alignment with Council's request for more proactive and effective communication with the community, Council heard presentations and engaged in discussion with two firms that have been contracted to provide communications services to the City: 3fold communications and Circlepoint. These firms will work closely with Communications Director Lenka Wright and her staff, and the Economic Development, Communications and Marketing Committee (EDCM), to provide marketing, strategic communications, branding and community engagement services to the City and community.

Referrals, City Workplan and other Requests

Council reviewed two sets of referrals, affirming each of these without any changes or additions:

- Items referred from the September 5, 2019 Governance Study Session
- Council generated items from the past year

Council also reviewed the City Workplan, affirming these items without any changes or additions.

Innovation Zone: Council member O'Neill reviewed the request to participate with the City of San José to designate a portion of West San José as an innovation zone. Council elected not to take formal action until additional information is available.

Letter from Kylli: Council members reviewed a request and received oral comment from a representative with Kylli to initiate a study session on their proposed mixed-use project. Council decided not to have a study session given that the project is currently working its way through the development and entitlement process.

VTA: Council member O'Neill reviewed a request from VTA to secure commitments from Santa Clara, San José and Cupertino to conduct a major transit study on the Stevens Creek corridor to alleviate traffic and implement recommendations. Council elected not to take formal action until additional information is available.

Related Project

Council received a presentation on Related Project (City Place) from Ruth Shikada, Assistant City Manager, and Dolores Montenegro, Project Manager. One of the main take-a-ways from the presentation was the status of the Development Area Plans (DAPs). Currently, DAPs have been submitted for DAP 1, Phase 1, Parcel 5 and DAP 2, Phase 2, Parcel 4. Other DAPs will be submitted in the coming months.

Santa Clara City Council Priority Setting Session
January 2020
Proposed Objectives

Bring Back to City Council for Review and Action			
	Council Priority	Pillar	Notes
1	Traffic mitigation - Left-lagging lights, Smart City initiatives	Promote and Enhance Economic, Housing and Transportation Development	
2	Explore a community benefits policy	Promote and Enhance Economic, Housing and Transportation Development	
3	Add transportation to the pillar, "Promote and Enhance Economic and Housing Development"	Promote and Enhance Economic, Housing and Transportation Development	Completed – Feb. 2020
4	VTA Transit Oriented Community Playbook	Promote and Enhance Economic, Housing and Transportation Development	Scheduled for Mar. 17, 2020 City Council meeting to present VTA Playbook for review
5	Add arts to the pillar, "Enhance Community Sports and Recreational Assets"	Enhance Community Sports, Recreational and Arts Assets	Completed – Feb. 2020
6	Expansion of senior services/senior center hours, and explore potential of new senior center	Enhance Community Sports, Recreational and Arts Assets	
7	Machado Park signage regarding closure and next steps	Enhance Community Sports, Recreational and Arts Assets	Hosted community meeting on 2/6
8	Proactive policing to respond to property crimes	Deliver and Enhance High Quality Efficient Services and Infrastructure	Provide report on plan and resources
9	RV Parking update	Deliver and Enhance High Quality Efficient Services and Infrastructure	
10	Better coordination and collaboration with community partners to address homelessness	Deliver and Enhance High Quality Efficient Services and Infrastructure	Reach out to other regional partners for review and recommendations on social service provision
11	Noise at San Jose Airport (John Wayne Airport) – leverage new lobbyist	Deliver and Enhance High Quality Efficient Services and Infrastructure	
12	MySantaClara – add "Other" category and address processes for closing items	Deliver and Enhance High Quality Efficient Services and Infrastructure	
13	Explore responsible construction ordinance and wage-theft protections	Deliver and Enhance High Quality Efficient Services and Infrastructure	
14	Market to prospective employees, active recruitment	Manage Strategically Our Workforce Capacity and Resources	Add to the staffing/capacity study in spring 2020
15	<i>Workforce capacity study</i>	<i>Manage Strategically Our Workforce Capacity and Resources</i>	<i>Work with Governance and Ethics Committee</i>
16	Add additional information to Fiscal Impact section of staff report, make it more visible, move it up	Enhance Community Engagement and Transparency	

17	Explore collaborative engagement software and partnership with Catalyze SV, esp. for development projects	Enhance Community Engagement and Transparency	
18	Reinstate International Exchange Commission	Enhance Community Engagement and Transparency	
19	<i>Host monthly town halls</i>	<i>Enhance Community Engagement and Transparency</i>	
20	Ensure community access at Levi's Stadium	Ensure Compliance with Measure J and Manage Levi's Stadium	
21	Revisit recommendations from community study – study needs to be updated	Ensure Compliance with Measure J and Manage Levi's Stadium	
22	Explore permit parking for northside Santa Clara (KW) and possibly extending the red sticker program	Ensure Compliance with Measure J and Manage Levi's Stadium	
23	Ensure more revenue from non-NFL events	Ensure Compliance with Measure J and Manage Levi's Stadium	

Items listed in italics are already in progress.

Santa Clara City Council Priority Setting Session
January 2020
Proposed Objectives

#2: Parking Lot / Revisit Next Year			
	Council Priority	Pillar	Notes
1	Public private partnerships – community shuttle	Promote and Enhance Economic, Housing and Transportation Development	2021 Priority Setting Session
2	Business employee tax	Promote and Enhance Economic, Housing and Transportation Development	2021 Priority Setting Session
3	Explore a tenant protection ordinance	Promote and Enhance Economic, Housing and Transportation Development	2021 Priority Setting Session
4	Multi-use arts center downtown with Santa Clara University	Enhance Community Sports, Recreational and Arts Assets	2021 Priority Setting Session
5	Revisit curfew issue	Ensure Compliance with Measure J and Manage Levi's Stadium	2021 Priority Setting Session

#1: Pay Attention / Keep It in Mind			
	Council Priority	Pillar	Notes
6	Housing - workforce housing and a variety of housing stock	Promote and Enhance Economic, Housing and Transportation Development	NA
7	Retail options - Ask the community what they want/need; preserve neighborhood retail sites; shopping, restaurants, entertainment	Promote and Enhance Economic, Housing and Transportation Development	NA
8	Economic Development Department with dedicated staff to explore revenue enhancing opportunities	Promote and Enhance Economic, Housing and Transportation Development	NA
9	Public private partnerships - Housing & transportation with tech companies	Promote and Enhance Economic, Housing and Transportation Development	
10	City of San Jose Innovation Zone	Promote and Enhance Economic, Housing and Transportation Development	Send a letter to City of San Jose that the City is interested in this but needs more information. Continue to stay engaged.
11	Revenue to support the arts - TOT, grants, arts fee	Enhance Community Sports, Recreational and Arts Assets	NA
12	Non-competitive recreation opportunities (tai-chi, mindfulness)	Enhance Community Sports, Recreational and Arts Assets	
13	More open space near existing facilities and better use of existing open space (part of the parcel/bond measure)	Enhance Community Sports, Recreational and Arts Assets	
14	Partnering with school district to share resources (City-School Liaison Committee)	Enhance Community Sports, Recreational and Arts Assets	Refer to City-School Liaison Committee to oversee
15	<i>Arts Marketing of Santa Clara resources e.g. historic sites, arts opportunities, etc.</i>	<i>Enhance Community Sports, Recreational and Arts Assets</i>	NA

16	<i>Enhancing bike trails and bike opportunities (fold into existing Bike Master Plan implementation and include regional wayfinding)</i>	<i>Enhance Community Sports, Recreational and Arts Assets</i>	
17	Multi-use arts center downtown with Santa Clara University	Enhance Community Sports, Recreational and Arts Assets	Include in the Downtown Precise Plan discussion and keep in mind.
18	More efficient sewer and water systems and more purple pipe	Deliver and Enhance High Quality Efficient Services and Infrastructure	
19	<i>Service and accessibility of city hall, both online and in person</i>	<i>Deliver and Enhance High Quality Efficient Services and Infrastructure</i>	
20	<i>Street Racing Ordinance</i>	<i>Deliver and Enhance High Quality Efficient Services and Infrastructure</i>	
21	<i>Neighborhood Watch</i>	<i>Deliver and Enhance High Quality Efficient Services and Infrastructure</i>	
22	Single source contracts and provide background for contracts on consent, as well as approval from Purchasing Division	Enhance Community Engagement and Transparency	
23	<i>Communicate and enforce election related ordinances</i>	<i>Enhance Community Engagement and Transparency</i>	
24	Ensure new management company is effective and in legal compliance	Ensure Compliance with Measure J and Manage Levi's Stadium	
25	Look at parking situation near stadium	Ensure Compliance with Measure J and Manage Levi's Stadium	Consider future parking impacts and parking lots under construction
26	Review Annual Citywide Clean-up Campaign	Promote Sustainability and Environmental Protection	
27	Measure success by establishing baseline data	Promote Sustainability and Environmental Protection	
28	Ideas to promote sustainability (Climate Action Plan, incentives to convert to gas, reduce natural gas, solar rebates, reach codes, planting trees, bicycle paths, Mountain View Sustainability Plan)	Promote Sustainability and Environmental Protection	

Already in Progress			
	Council Priority	Pillar	Notes
29	Provide small business support and explore worker's coop/small business initiative	Promote and Enhance Economic, Housing and Transportation Development	NA
30	Downtown Revitalization	Promote and Enhance Economic, Housing and Transportation Development	NA
31	All access playgrounds	Enhance Community Sports, Recreational and Arts Assets	Magical Bridge Playground moving forward

32	Infrastructure maintenance and update – bond or parcel tax	Deliver and Enhance High Quality Efficient Services and Infrastructure	
33	IT enhancements and cybersecurity	Deliver and Enhance High Quality Efficient Services and Infrastructure	
34	Enhance community safety through technology (part of ongoing IT enhancements and cybersecurity)	Deliver and Enhance High Quality Efficient Services and Infrastructure	
35	Modernize technology for efficiencies – update financial software package	Manage Strategically Our Workforce Capacity and Resources	
36	Related/City Place update	Manage Strategically Our Workforce Capacity and Resources	Staff provided an update at the 2020 Council Priority Setting Session (1/31/2020)
37	City Attorney to report legal costs and volume of work	Enhance Community Engagement and Transparency	CAO working with Finance to provide this report

Items listed in italics are already in progress.



Agenda Report

20-101

Agenda Date: 2/25/2020

REPORT TO COUNCIL

SUBJECT

Action on a Resolution Approving and Authorizing the City Manager to execute a Loan Agreement with ZAEN Partners, LLC for a loan of up to \$6,000,000 to support the construction of 150 affordable housing units located at 2302 Calle Del Mundo and Approve the Related Budget Amendment [Council Pillar: Promote and Enhance Economic and Housing Development]

BACKGROUND

On October 22, 2019, City Council approved and authorized the City Manager to execute an Affordable Housing Agreement with ZAEN Partners, LLC for the provision of thirty (30) very low-income units at 2302 Calle Del Mundo (APN# 097-46-024).

ZAEN Partners, LLC ("Developer"), an affiliate of Ensemble Development ("Ensemble"), is the project sponsor for three infill, mixed-use projects within the Tasman East Specific Plan area that would cumulatively include approximately 969 rental apartment units, associated parking garages, up to 30,000 square feet of retail space, approximately 4,500 square feet of leasing space, and approximately 55,000 square feet of amenity space (collectively, the "ZAEN Tasman East Projects").

At the October 22, 2019 meeting, City staff presented a proposal to consolidate the cumulative affordable housing obligations of the Developer to deliver very low-income units at a single site in lieu of providing moderate affordable units within each individual project. Specifically, the

Developer agreed to deliver all of the affordable unit requirements for three separate projects at once within the project at 2302 Calle Del Mundo by providing thirty (30) very-low income affordable housing units (defined as affordable to households earning an average of 50% of Area Median Income (AMI)), for a period of 55 years, in addition to paying a one-time Affordable Housing In-Lieu Fee equal to one half unit at the residential rental rate (estimated at \$77,000). The approval allowed for a single Affordable Housing Agreement (AHA) with the City of Santa Clara to meet its inclusionary housing requirements for all three projects.

Ensemble Projects subject to the proposed AHA

Project Name	Address	Housing Units	Retail	Hearing Status
Parcel 19/29	5123 Calle Del Sol	503 DU	23,870 SF	Approved 7-17-19
Parcel 24	2302 Calle Del Mundo	150 DU	5,000 SF	Approved 1-15-20
Parcel 60/61	2263 Calle Del Mundo	316 DU	No Retail	Anticipated Spring / Summer 2020

DISCUSSION

Discussion at the October 22, 2019, City Council meeting highlighted the importance of providing greater numbers of new affordable housing units while also addressing the relative greater need for extremely low and very-low income units in comparison with moderate income units. Since the meeting date, City staff has worked with the Developer to explore alternative proposals that might increase the number of affordable units delivered to the City through the subject project. The result is an opportunity to develop a 100% affordable housing project at 2302 Calle Del Mundo in lieu of a market rate project with only 20% of the units restricted for low income residents. For the new proposal, the distribution of these units shall be thirty two (32) units rented to households with income levels at or below 50% AMI, eighty seven (87) units rented to households with income levels at or below 60% AMI, fifteen (15) units rented to households with income levels at or below 80% AMI, fifteen (15) units rented to households with income levels at or below 100% AMI and one (1) unrestricted manager's unit. In return, the developer is requesting a \$6,000,000 (\$50,000 per unit) loan from the City of Santa Clara to support the additional costs of creating 120 income-restricted units in the Center District of the Tasman East Specific Plan.

Project Description

The project site is 0.99 acres located at 2302 Calle Del Mundo (APN# 097-46-024) in Santa Clara within the Center District of the adopted Tasman East Specific Plan. The proposed project consists of 150 mixed-income apartment units with approximately 86,520 rentable square feet and approximately 5,000 square feet of general retail.

There is a mix of studios, 1-bedroom, 2-bedroom, and 3-bedroom units ranging in size from 420 square feet to 1,207 square feet.

The residential units will be constructed in a 5-story Type IIIA wood-frame building above two floors of Type IA structured parking that is partially below grade. The site design incorporates landscaped entryways at the retail corners, activating sidewalks and providing a retail streetscape experience with outdoor seating areas. The building design will complement the high-density transit-oriented urban environment envisioned for the Tasman East area. The building exterior includes various massing and design elements incorporated in the project's façade and architecturally addresses its primary street frontage on Calle Del Mundo.

The project will conform to the existing design, environmental, and efficiency standards set in the approved Conditions of Approval with just a few minor revisions to the original development scope. Common area amenities will include a courtyard and outdoor terraces, barbecue and lounge areas, a fitness center, lobby and clubroom. The pool, however, has been removed to reduce construction costs and ongoing operating costs. Based on a review of comparable affordable and income restricted properties, pools are not a standard amenity at affordable properties in the regional market.

Project Financing

A summary of the anticipated Sources and Uses includes the following:

<u>Parcel 24 Sources and Uses</u>	
<u>Sources</u>	
Permanent Debt:	\$35,831,000
NOI During Construction:	\$ 922,444
B Bond Investor:	\$ 3,429,339

Tax Credit Equity:	\$26,504,582
Deferred Developer Fee:	\$ 4,115,729
Mixed Income Loan Program:	\$ 8,200,000
City of Santa Clara:	\$ 6,000,000
Developer Contribution:	\$ 4,918,225
<u>Total</u>	<u>\$89,921,319</u>
<u>Uses</u>	
Property Acquisition:	\$ 9,200,000
Construction Costs:	\$51,726,786
Architecture and Engineering:	\$ 2,547,000
Impact and Permit Fees:	\$ 7,638,750
Financing Costs:	\$ 6,486,621
Other Soft Costs:	\$ 2,673,293
Reserves:	\$ 750,176
Developer's Fee:	\$ 8,898,693
<u>Total</u>	<u>\$89,921,319</u>

The Developer has explored several national and state housing programs that could be utilized to create a financially feasible project. The Developer will use a combination of 4.00% Low- Income Tax Credits (LIHTC), tax-exempt bonds, CalHFA's Mixed-Income Program, and developer equity investment through a deferred developer fee. Based on current market conditions, the developer is assuming the 4.00% Tax Credits will generate \$26,500,000 of Tax Credit Equity, \$35,800,000 of Tax-Exempt Bonds, and under CalHFA's revised Mixed-Income Program guidelines, the project qualifies for a \$8,200,000 55-year term, soft loan.

After exhausting all potential sources of subsidy, a financing gap still remains, which is not uncommon for affordable housing projects. The Developer is seeking \$6,000,000 in financing from the City, which corresponds to \$50,000 per unit for the 120 additional affordable units that would be provided in addition to the current 30-unit commitment. The 120 units would be income-restricted units at 50%, 60%, 80% and 100% AMI.

City approval of a loan up to \$6,000,000 would enable Ensemble to apply for low-income housing tax credits and close on the construction financing as early as December 2020. If approved by Council, the next step for the Developer is to transition from schematic design drawings to full construction drawings that can be submitted to the City for review for the purposes of issuing building permits. The Developer anticipates submitting its building permit application in March of 2020. All financing needs to be closed with the construction loan prior to the start of construction, which would be around December 2020. Construction is anticipated to be approximately 24 months and building occupancy would be around December of 2022.

ENVIRONMENTAL REVIEW

The potential environmental impacts of the project were addressed in an Environmental Impact Report (EIR) prepared for the Tasman East Specific Plan and related approvals in accordance with the California Environmental Quality Act (CEQA).

COORDINATION

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

FISCAL IMPACT

The City's loan of up to \$6,000,000 would enable Ensemble Development to apply for low-income housing tax credits and close on the construction financing as early as July 2020.

If approved, the City's loan of up to \$6,000,000 would be drawn from the City's Housing Successor Agency Fund. The City's Housing Successor Agency Fund currently has a balance of approximately \$11.8 million that can be utilized to fund this loan. The approved loan commitment is reflected in the Budget Amendment below. The approved loan is anticipated to be drawn in FY 2020/21 and an appropriate carryover will be included in the upcoming update for the Adopted Fiscal Year 2020/21 Operating Budget.

Budget Amendment FY 2019/20			
	Current	Increase/ (Decrease)	Revised
Housing Successor Agency Fund			
<u>Expenditures</u>			
Developer Loan for Affordable Housing at 2302 Calle Del Mundo	\$0	\$6,000,000	\$6,000,000
<u>Reserves</u>			
Ending Fund Balance	\$11,838,870	(\$6,000,000)	\$5,838,870

The principal under this loan will bear simple interest at a rate of 3% per year, subject to final underwriting. The principal and interest due under this agreement would be paid over 55 years from the date of the agreement. Annual payments would be made upon the availability of residual receipts and would be proportionally split between the subordinate lenders.

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. Adopt a resolution approving and authorizing the City Manager to execute a Loan Agreement with ZAEN Partners, LLC for a loan of up to \$6,000,000 to support the construction of 150 affordable housing units located at 2302 Calle Del Mundo; to make modifications to the Loan Agreement and attachments consistent with the Term Sheet and as reviewed by the City Attorney for form and consistency; to execute all documents necessary (including Deeds of Trust, Promissory Notes, and Affordable Housing Agreements) to implement the Loan Agreement and close escrow; and,
2. Approve the Related Budget Amendment to increase the Loan appropriation by \$6,000,000 and decrease the Ending Fund Balance by \$6,000,000 in the Housing Successor Agency Fund; and
3. Any other alternate action as directed by Council.

RECOMMENDATION

Alternative 1 and 2:

1. Adopt a resolution approving and authorizing the City Manager to execute a Loan Agreement with ZAEN Partners, LLC for a loan of up to \$6,000,000 to support the construction of 150 affordable housing units located at 2302 Calle Del Mundo; to make modifications to the Loan Agreement and attachments consistent with the Term Sheet and as reviewed by the City Attorney for form and consistency; to execute all documents necessary (including Deeds of Trust, Promissory Notes, and Affordable Housing Agreements) to implement the Loan Agreement and close escrow; and
2. Approve the Related Budget Amendment to increase the Loan appropriation by \$6,000,000 and decrease the Ending Fund Balance by \$6,000,000 in the Housing Successor Agency Fund.

Reviewed by: Andrew Crabtree, Director of Community Development

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Tasman East Ensemble Projects Map
2. ZAEN Partners, LLC Term Summary
3. Resolution Approving the Authority to enter into a Loan Agreement
4. Form of Draft Loan Agreement
5. Form of Draft Affordable Housing Agreement
6. Form of Draft Covenants





2302 Calle Del Mundo City of Santa Clara Term-sheet CONSTRUCTION AND PERMANENT LOAN

Date: January 1, 2020

1. **PROPERTY AND PLANNED IMPROVEMENTS:** The project site is 0.99 acres located at 2302 Calle Del Mundo (APN# 097-46-024) in Santa Clara within the Center District of the adopted Tasman East Specific Plan. The proposed project consists of 150 mixed-income apartment units with approximately 86,520 rentable square feet and approximately 5,000 square feet of general retail. There is a mix of studios, 1-bedroom, 2-bedroom, and 3-bedroom units ranging in size from 420 square feet to 1,207 square feet. The distribution of these units shall be thirty two (32) units rented to households with income levels at or below 50% AMI, eighty seven (87) units rented to households with income levels at or below 60% AMI, fifteen (15) units rented to households with income levels at or below 80% AMI, fifteen (15) units rented to households with income levels at or below 100% AMI and one (1) unrestricted manager's unit.

The residential units will be constructed in a 5-story Type IIIA wood-frame building above two floors of Type IA structured parking that is partially below grade. The site design incorporates landscaped entryways at the retail corners, activating sidewalks and providing a retail streetscape experience with outdoor seating areas. The building design will complement the high-density transit-oriented urban environment envisioned for the Tasman East area. The building exterior includes various massing and design elements incorporated in the project's façade and architecturally addresses its primary street frontage on Calle Del Mundo.

The project will conform to the existing design, environmental, and efficiency standards set in the approved Conditions of Approval with just a few minor revisions to the original development scope. Common area amenities will include a courtyard and outdoor terraces, barbecue and lounge areas, a fitness center, lobby and clubroom.

2. **BORROWER:** ZAEN Partners, LLC
3. **DEVELOPER:** Ensemble Development
4. **PROPERTY MANAGER:** TBD
5. **PURPOSE OF FUNDING:** Construction and permanent financing.
6. **LOAN/PURCHASE AMOUNT:** Up to \$6,000,000, subject to underwriting acceptable to the City of Santa Clara ("City").

7. TERM OF LOAN: The Construction/Permanent Loan shall have a term of fifty-five years from the date the Project receives its certificate of occupancy (or equivalent).
8. AFFORDABLE HOUSING AGREEMENT: The Borrower shall enter into an Affordable Housing Agreement with the City that runs coterminous with the loan, fifty-five years from the date the Project receives its certificate of occupancy (or equivalent).
9. INTEREST RATE: Construction/Permanent Loan - 3% simple interest per year.
10. PAYMENTS: Principal and interest are due in full upon the maturity date. The Construction/Permanent Loan shall be repaid on a residual receipts basis, with the City receiving a pro-rata share of the net cash flow of the Project. "Net cash flow" shall mean the operating revenues less eligible operating expenses, including but not limited to, the deferred development fee and L.P. and G.P. management fees, and as further specified in the loan documents.
11. COLLATERAL/DOCUMENTATION:
The Construction/Permanent Loan shall be secured by a subordinate deed of trust on the Site and a subordinate collateral assignment of contracts, plans, and specifications. The City's affordability restrictions shall be recorded against the Site, subject only to those encumbrances permitted by the City. The Construction/Permanent Loan will be evidenced by a loan agreement and such other documentation as required by the City.
12. AFFORDABILITY RESTRICTIONS: The City's affordability restrictions ("Affordable Housing Agreement") shall restrict thirty two (32) units rented to households with income levels at or below 50% AMI, eighty seven (87) units rented to households with income levels at or below 60% AMI, fifteen (15) units rented to households with income levels at or below 80% AMI, fifteen (15) units rented to households with income levels at or below 100% AMI and one (1) unrestricted manager's unit.
13. OTHER LENDERS: Construction, permanent and other soft lender loans shall be secured against the leasehold interest in the land and fee interest in the improvements.
14. SUBORDINATION: The City shall subordinate the lien of its Construction/Permanent Loan deed of trust to the lien of a senior construction/permanent loan lender deed of trust, or to such other senior lender approved by the City, subject to a subordination agreement in form and content acceptable to the City.
15. PROJECT FINANCING: As a condition of the Construction/Permanent Loan, during the predevelopment period, Borrower shall seek other construction and permanent funding including federal tax credit equity, certificated State tax credit equity, commercial construction and permanent loans, and a Project-based Section 8 conditional commitment.

16. DEVELOPMENT PRO FORMA: Borrower shall submit for City approval an acquisition and construction/permanent financial pro forma (the “Pro forma”) reflecting Borrower’s projections of tax credit equity, estimated income and operating expense cash flow for the Project and Development, and loan balances for 55 years to City’s satisfaction.
17. DEVELOPER FEE: Pursuant to the California Code of Regulations Section 10327(c)(2)(B) (TCAC regulations) on developer fees, the maximum developer fee shall be 15% of the Project’s unadjusted eligible basis, with the maximum cash portion of the development fee equal to or less than \$2,500,000 plus \$10,000 per unit for each Tax Credit unit in excess of 100, payable as follows: 25% at construction start; 25% during construction and 50% at conversion. Any portion of the developer fee in excess of \$2,500,000 plus \$10,000 per unit for each Tax Credit unit in excess of 100 shall be deferred and repayable out of the sponsor’s share of the residual receipts of the Project, with a maximum pay-off period of 15 years from the closing of the Construction/Permanent Loan. No interest is allowed on the deferred fee.
18. DUE DILIGENCE: Borrower shall provide all reports, studies, approvals, plans, drawings and other due diligence documents, in form and content acceptable to City, as reasonably requested by the City, including without limitation, an appraisal, a Phase I report, an ALTA survey, and preliminary title reports for the Site.
19. NEPA: Borrower shall submit a confirmation to City’s satisfaction that a NEPA study has been completed and an Authority to Use Grant Funds (“AUGF”) has been issued. No site work or construction shall commence prior to the issuance of the AUGF.
20. PREVAILING WAGE REQUIREMENTS: Borrower shall pay, or cause to be paid, prevailing wages for the construction and demolition work if required by state and federal prevailing wage laws, including without limitation, the California Labor Code and the Davis-Bacon Act.
21. INSURANCE: Borrower shall procure and maintain insurance in form and amount approved by the City’s requirements
22. GOOD NEIGHBOR PRACTICES: Borrower will work in collaboration with the City to address concerns and issues the community identified while simultaneously making the City aware of any such issues.
23. EXPIRATION: The City’s term sheet shall expire by January 31st, 2021, or sooner if City determines in its sole and absolute discretion that the Project is not making substantial progress towards the commencement of construction.

Exhibit A

TENTATIVE WORK PLAN

CITY

- Arrange meetings for the negotiation of the Loan Agreement;
- Provide City financing documentation for public finance applications; and
- Other tasks as appropriate to meet project goals.

DEVELOPER

- Submit a detailed pro forma and discuss and evaluate the financial and operational components, including any requirements pertaining to the applicability of any prevailing wage requirements;
- Provide the City with organizational documents as well as an organization chart outlining key personnel's roles and responsibilities;
- Determine form of payments for the City's financial benefits from the Project;
- Pursue necessary financing commitments; and
- Other tasks as appropriate to meet project goals.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA
APPROVING AN AFFORDABLE HOUSING AGREEMENT
BETWEEN THE CITY OF SANTA CLARA AND ZAEN PARTNERS,
LLC, FOR THE PROJECT LOCATED AT 2310 CALLE DEL
MUNDO, SANTA CLARA**

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

WHEREAS; ZAEN Partners, LLC (“Developer”), is the project sponsor for three infill, mixed-use projects that would cumulatively include approximately 969 rental apartment units, parking garages, up to 30,000 square feet of retail space, approximately 4,500 square feet of leasing space, and approximately 55,000 square feet of amenity space (collectively, the “ZAEN Tasman East Projects”);

WHEREAS; On July 17, 2019, the City approved the first project, known as the “Station Project,” which includes 503 residential rental units and approximately 23,870 square feet of retail space located at 5123 Calle Del Sol (Parcels 19/29). The second project proposed by Developer would include 150 residential rental units with approximately 5,000 square feet of retail located at 2302 Calle Del Mundo (the “Parcel 24 Project”); the Parcel 24 Project is currently pending review by City staff and anticipated to be brought forward for architectural control approval in the near future. The third project proposed by Developer would include 316 residential rental units located at 2263 Calle Del Mundo (the “Parcel 60/61 Project”) and is also currently under review by City staff;

WHEREAS; Developer intends to develop a mixed-income, affordable housing project on Parcel 24 that includes approximately one hundred fifty (150) rental units with the required unit mix of studio, one bedroom and two bedroom units, and consisting of thirty (149) affordable units (30 of which are intended to satisfy the affordable housing obligations for the Station Project and the Parcel 60/61 Project and Parcel 24), one manager’s unit (1) and related facilities;

WHEREAS; thirty of the one-hundred and forty-nine (149) very low-income units on the Parcel 24 Site are intended to satisfy the Affordable Housing Requirements for all 969 units associated with the ZAEN Tasman East Projects. In order to ensure that the affordable units are provided concurrently with the market rate units, the City will not issue a Temporary Certificate of Occupancy

for the Station Project or the Parcel 60/61 Project until such time as a building permit is issued for the Parcel 24 Project, unless otherwise approved by the Community Developer Director, or unless Developer elects to default to the original conditions of approval for the Station Project (i.e., construct inclusionary units as part of the Station Project at the standard levels of affordability);

WHEREAS, the Loan Agreement contemplates that implementation of the Project will require myriad permits, approvals, entitlements, agreements, permits to enter, utility services, subdivision maps, building permits, and other authorizations in order to implement the Project, including but not limited to a Loan Agreement, Deed of Trust, Promissory Note, Affordable Housing Agreement and Regulatory Agreement (together, the "Project Documents");

WHEREAS, the development of units as contemplated by the Project Documents will help address the City's housing needs at very low-income levels by providing the City with one-hundred and forty-nine (149) affordable units. The distribution of these units shall be thirty two (32) units rented to households with income levels at or below 50% AMI, eighty seven (87) units rented to households with income levels at or below 60% AMI, fifteen (15) units rented to households with income levels at or below 80% AMI, fifteen (15) units rented to households with income levels at or below 100% AMI and one (1) unrestricted manager's unit.

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.
2. That the City Council hereby approves and authorizes the City Manager to execute the Loan Agreement, substantially in the form attached hereto as Exhibit "Loan Agreement," subject to such minor and clarifying changes consistent with the terms thereof as may be approved by the City Attorney prior to execution thereof.
3. That this Resolution, including the Loan Agreement approval described in Section 2 above, is based on the findings set forth above.

4. That the City Manager and/or designee is hereby authorized and directed to perform all acts to be performed by the City in the administration of the Loan Agreement pursuant to the terms of the negotiated Term-sheet. The City Manager is further authorized and directed to perform all other acts, negotiate, amend and execute all documents (including deeds of trust, promissory notes, and affordable housing agreement) necessary or convenient to close escrow and carry out the purposes of this Resolution and the Loan Agreement.

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

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A SPECIAL MEETING THEREOF HELD ON THE ____ DAY OF _____, 2020, 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. Affordable Housing Agreement

LOAN AGREEMENT

(AFFORDABLE HOUSING PROJECT)

by and between

THE CITY OF SANTA CLARA,

and

ZAEN PARTNERS, LLC, or Assignee

LOAN AGREEMENT

THIS LOAN AGREEMENT (this “**Agreement**”) is entered into by and between THE CITY OF SANTA CLARA (“**City**”) and ZAEN Partners, LLC, a California limited partnership (“**Borrower**”) or its Assignee, as of December 1, 2020. City and Borrower agree as follows:

PART 1. SUBJECT OF AGREEMENT

Section 1.1 Purpose of Agreement

- a. 2302 Calle Del Mundo, an affordable residential rental development, is to be constructed at 2302 Calle Del Mundo, Santa Clara, APN: 097-46-024 (the “**Property**”), and the proposed project consists of 150 mixed-income apartment units with approximately 86,520 rentable square feet and approximately 5,000 square feet of general retail. There is a mix of studios, 1-bedroom, 2-bedroom, and 3-bedroom units ranging in size from 420 square feet to 1,207 square feet. The distribution of these units shall be thirty two (32) units rented to households with income levels at or below 50% AMI, eighty seven (87) units rented to households with income levels at or below 60% AMI, fifteen (15) units rented to households with income levels at or below 80% AMI, fifteen (15) units rented to households with income levels at or below 100% AMI and one (1) unrestricted manager’s unit.
 - b. The residential units will be constructed in a 5-story Type IIIA wood-frame building above two floors of Type IA structured parking that is partially below grade. The site design incorporates landscaped entryways at the retail corners, activating sidewalks and providing a retail streetscape experience with outdoor seating areas. The building design will complement the high-density transit-oriented urban environment envisioned for the Tasman East area. The building exterior includes various massing and design elements incorporated in the project’s façade and architecturally addresses its primary street frontage on Calle Del Mundo.
 - c. The project will conform to the existing design, environmental, and efficiency standards set in the approved Conditions of Approval with just a few minor revisions to the original development scope. Common area amenities will include a courtyard and outdoor terraces, barbecue and lounge areas, a fitness center, lobby and clubroom.
- b. City is concurrently herewith making a loan to Borrower in the original principal amount of Six Million Dollars (\$6,000,000) (the “**City Loan**”) to provide financial assistance for the development of the Project. The City Loan is evidenced by that certain Promissory Note in the original principal amount of Six Million Dollars (\$6,000,000) dated as of even date herewith made by Borrower in favor of City (the “**City Note**”) and secured by that certain Subordinated Leasehold Deed of Trust, Security Agreement and Fixture Filing (With Assignment of Rents), in

which Borrower is the Trustor, Old Republic Title Company is the Trustee, and City is the Beneficiary, dated as of the date hereof (the “**City Deed of Trust**”) and encumbering the Project.

c. City and Borrower have agreed to enter into this Agreement to memorialize their understanding regarding their respective rights and obligations in respect of the City Loan and the construction and operation of the Project.

Section 1.2 Definitions

For purposes of this Agreement, the following capitalized terms shall have the following meanings:

“**50% AMI Household(s)**” means a household whose aggregate gross income equals 50% or less of AMI, as adjusted for family size. For purposes of this definition, “adjusted for family size” means the actual number of persons in the applicable household.

“**60% AMI Household(s)**” means a household whose aggregate gross income equals 60% or less of AMI, as adjusted for family size. For purposes of this definition, “adjusted for family size” means the actual number of persons in the applicable household.

“**80% AMI Household(s)**” means a household whose aggregate gross income equals 80% or less of AMI, as adjusted for family size. For purposes of this definition, “adjusted for family size” means the actual number of persons in the applicable household.

“**100% AMI Household(s)**” means a household whose aggregate gross income equals 100% or less of AMI, as adjusted for family size. For purposes of this definition, “adjusted for family size” means the actual number of persons in the applicable household.

“**Affiliate**” shall mean (1) any Person directly or indirectly controlling, controlled by or under common control with another Person; (2) any Person owning or controlling ten percent (10%) or more of the outstanding voting securities of such other Person; or (3) if that other Person is an officer, director, member or partner, any company for which such Person acts in any such capacity. The term “control” as used in the immediately preceding sentence, shall mean the power to direct the management or the power to control election of the board of directors. It shall be a presumption that control with respect to a corporation or limited liability company is the right to exercise or control, directly or indirectly, more than fifty percent (50%) of the voting rights attributable to the controlled corporation or limited liability company, and, with respect to any individual, partnership, trust, other entity or association, control is the possession, indirectly or directly, of the power to direct or cause the direction of the management or policies of the controlled entity. For purposes of this definition, any general partner shall be considered an “Affiliate” of Borrower.

“**Affordable Rent**” means an amount of monthly rent, including a reasonable utility allowance, that does not exceed the maximum rent to be charged by Borrower and paid by the Qualified Tenant occupying the Affordable Units as determined pursuant to the TCAC Regulations. The tenant utility allowance, if any, shall be determined by the Santa Clara County Housing Authority. The calculation of Affordable Rent shall be performed annually.

“AMI” or “Area-wide Median Income” means the median family income figures and standards (adjusted for actual Household size) utilized by TCAC.

“Business Day(s)” means Monday through Friday, except for federal and state holidays.

“Certificate of Occupancy” shall mean a temporary certificate of occupancy issued by the City for the Project.

“Change Order” means any individual change order which results in a change made to, or any amendments of, the Construction Contract or the Plans and Specifications.

“City” shall mean the City of Santa Clara, California

“City Assignment of Agreements” shall mean the Assignment of Agreements between Borrower and City dated as of the date hereof.

“City Assignment of Rents and Leases” shall mean the Assignment of Rents and Leases between Borrower and City dated as of the date hereof.

“City Deed of Trust” shall mean the Subordinated Leasehold Deed of Trust, Security Agreement and Fixture Filing (With Assignment of Rents), in which Borrower is the Trustor, Chicago Title Company is The Trustee, and City is the Beneficiary, which secures the City Loan, dated as of the date hereof.

“City Environmental Indemnity” shall the Environmental Indemnity executed by Borrower for the benefit of the City, dated as of the date hereof.

“City Indemnitees” means City and its departments, divisions, agencies, elected officials, boards, officers, employees, representatives and agents.

“City Loan” shall mean the loan of from the City to Borrower, in the amount and pursuant to the terms and conditions described in this Agreement, secured by the City Deed of Trust and having a lien on the Property that is junior in priority to the lien of the Senior Loan Deed of Trust.

“City Loan Documents” shall mean this Agreement, the City Promissory Note, the City Deed of Trust, the City Assignment of Rents and Leases, the City Assignment of Agreements, the City Environmental Indemnity and the City Regulatory Agreement, any amendments and modifications thereto, and any other instruments and agreements executed by Borrower with respect to the City Loan.

“City Note” shall mean the Promissory Note, evidencing the City Loan, made by Borrower and payable to City, dated as of the date hereof.

“City Regulatory Agreement” means the Agreement Containing Covenants between City and Borrower made as of the date hereof and recorded against the Project.

“Closing Requirements” shall mean the requirements attached to this Agreement as Attachment No. 6 which are incorporated herein by this reference.

“Completion” shall mean the point in time when all of the following shall have occurred: (1) issuance of a Certificate of Occupancy by the City of Santa Clara; (2) recordation of a Notice of Completion by Borrower or its contractor; (3) certification by the project architect that construction of the Improvements as provided in the (with the exception of minor “punchlist” items) has been completed in a good and workmanlike manner and substantially in accordance with the Scope of Development; (4) payment, settlement or other extinguishment, discharge, release, waiver, bonding or insuring against any mechanic’s liens that have been recorded or stop notices that have been delivered; and (5) the City shall have been issued a CLTA 101 endorsement (or an alternative endorsement reasonably acceptable to the City) to its policy of title insurance.

“Construction Budget” means the schedule of construction expenses actually and expected to be incurred by the Borrower in connection with the Project and reasonably approved by the City, as may be amended or modified pursuant to the City Loan Documents.

“Construction Loan” means the loan for the construction of the Project made to Borrower from Capital One, National Association (**“Construction Lender”**), secured by the Construction Loan Deed of Trust.

“Construction Loan Deed of Trust” shall mean the leasehold deed of trust securing the Construction Loan that is first in priority.

“Construction Loan Documents” means any agreements and documents evidencing or securing the Construction Loan and includes all attachments, modifications and amendments thereto.

“Construction Period” shall mean the period of time commencing upon the date hereof and ending upon the Conversion.

“Conversion” shall mean the point in time that both (a) either (i) all of the conditions precedent to the funding of the Permanent Loan have been satisfied and the Construction Loan has been repaid in full, as evidenced by the recording against the leasehold of the Property of a reconveyance of the Construction Loan Deed of Trust or (ii) the Construction Loan is converted to the Permanent Loan pursuant to the terms of the Construction Loan Documents and the Permanent Loan Documents, and (b) the Conversion Requirements set forth on Attachment No. 7 are satisfied.

“Conversion Requirements” shall mean the requirements attached to this Agreement as Attachment No. 7 which are incorporated herein by this reference.

“Developer Fee” means the developer fee to _____, as **“Developer”**, in an amount not to exceed \$2,500,000 plus \$10,000 per unit for each Tax Credit unit in excess of 100, payable as follows: 25% at construction start; 25% during construction and 50% at conversion. Any portion of the developer fee in excess of \$2,500,000 plus \$10,000 per unit for each Tax Credit unit in excess of 100 shall be deferred and repayable out of the sponsor’s share of the residual receipts of the Project, with a maximum pay-off period of 15 years from the closing of the Construction/Permanent Loan. No interest is allowed on the deferred fee. .

“Development Costs” shall mean the total cost of developing and constructing the Improvements on the Property, as set forth in the Project Budget.

“Draw Request” means a request for disbursement of Construction Loan funds.

“Eligible Project Costs” means all costs and expenses permitted and approved pursuant to this Agreement as set forth in the Construction Budget which are customarily incurred and shall have been actually incurred by Borrower for the development and construction of the Project and shall include, without limitation, the following: construction costs; a Developer Fee in an amount not to exceed that permitted by the TCAC Regulations; property taxes and assessments; security services; utilities fees; insurance; and such other costs, fees and expenses, as agreed to in writing by the City; provided, however, that payment to parties related to Borrower for Eligible Project Costs must not exceed reasonable and customary market rates.

“Environmental Laws” shall have the meaning set forth in the Environmental Indemnity.

“Force Majeure” or **“Force Majeure Event”** shall mean the following events, provided that they actually delay and interfere with the timely performance of the matter to which it would apply and despite the exercise of diligence and good business practices are or would be beyond the reasonable control of the party claiming such interference: war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; acts of terrorism; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation, arbitration, administrative proceedings, initiatives and/or referenda, including challenges to the validity of this transaction or the approvals for the Project, or any element thereof, or any portion thereof; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor, or suppliers; acts of the other party; acts or failure to act of any Governmental Authority (except acts or failure to act of the City shall not excuse performance by the City); the imposition of any applicable moratorium by a Governmental Authority; or any other causes which despite the exercise of diligence and good business practices are or would be beyond the reasonable control of the party claiming such delay and interference. Notwithstanding the foregoing, none of the foregoing events shall constitute a Force Majeure Event unless and until the party claiming such delay and interference delivers to the other party written notice describing the event, its cause, when and how such party obtained knowledge, the date the event commenced, and the estimated delay resulting therefrom. Any party claiming a Force Majeure Delay shall deliver such written notice within thirty (30) days after it obtains actual knowledge of the event.

“Force Majeure Delay” shall mean any delay in taking any action required by this Agreement, proximately caused by the occurrence of any Force Majeure Event.

“Governmental Regulations” means any local, state, and federal laws, ordinances, rules, requirements, resolutions, policy statements and regulations (including, without limitation, those relating to land use, subdivision, zoning, Environmental Laws, labor relations, prevailing wage, notification of sale to employees, Hazardous Materials, occupational health and safety, water, earthquake hazard reduction and building and fire codes; and including the National Environmental Policy Act (NEPA) and all Environmental Laws) bearing on the demolition,

alteration, replacement, repair, refurbishing, improvement, construction, maintenance, management, use, or operation of the Affordable Project.

“Governmental Approvals” shall mean and include any and all general plan amendments, zoning approvals or changes, required approvals and certifications under the California Environmental Quality Act, tentative and final tract maps, variances, conditional use permits, demolition permits, excavation/foundation permits, grading permits, building permits, inspection reports and approvals, certificates of occupancy, and other approvals, permits, certificates, authorizations, consents, orders, entitlements, filings or registrations, and actions of any nature whatsoever required from any Governmental Authority in order to commence and complete the construction of the Project.

“Governmental Authority” means the United States, the State of California, the County of Santa Clara, the City of Santa Clara or any other political subdivision in which the Property is located, and any court or political subdivision, City or instrumentality having jurisdiction over the Property.

“Hazardous Substances” shall have the meaning set forth in the Environmental Indemnity.

“Household” means one or more persons occupying an Affordable Unit.

“Improvements” means and includes any buildings, structures, fixtures, foundations, excavation, parking, landscaping, or underground installations to be constructed on, under, or over the Property pursuant to the Scope of Development and in accordance herewith, including, without limitation, the Affordable Units.

“Investor Limited Partner” shall mean Wincopin Circle LLLP, a Maryland limited liability limited partnership, or any other Person who will be an investor limited partner in Borrower’s limited partnership and who will purchase the Low Income Housing Tax Credits and own a 99.99% interest in the Borrower.

“Legal Description” shall mean the legal description of the Property attached to this Agreement as Attachment No. 1 which is incorporated herein by this reference.

“Limited Partnership” shall mean the single purpose entity referred to herein as “Borrower”, formed for the ownership, development and operation of the Project.

“Limited Partnership Agreement” shall mean the agreement governing the Limited Partnership and shall include the Limited Partnership Agreement as amended and restated on the admission of the Investor Limited Partner.

“Low Income Housing Tax Credits” shall mean tax credits authorized by the Tax Reform Act of 1986 and governed by Section 42 of the Internal Revenue Code.

“Management Agreement” means a written agreement between the Borrower and the Property Manager as described in Section 5.3.

“Management Plan” means the plan for the management and operation of the Project.

“Management Unit(s)” is defined in Section 1.1(a).

“Operating Budget” means the operating budget for the Project prepared in accordance with the City Regulatory Agreement.

“Permanent Loan” shall mean the loan , in an amount not to exceed the Construction Loan except as reasonably approved by the City, for the Project to be made to Borrower by Capital One Multifamily Finance and the Federal Home Loan Mortgage Corporation or other lenders as reasonably approved by the City (**“Permanent Lender”**) and the Project Pro Forma following Conversion, secured by the Permanent Loan Deed of Trust.

“Permanent Loan Deed of Trust” shall mean the leasehold deed of trust securing the Permanent Loan that is first in priority.

“Permanent Period” shall mean the period of time from and after Conversion.

“Permanent Pro Forma” means a revised Project Pro Forma as of the date of the Conversion.

“Permitted Transfer” means any of the following:

a. An assignment of this Agreement and all of Borrower’s interests in the Property to an Affiliate;

b. A conveyance of a security interest in the Property or any portion thereof or interest therein or interest in the Borrower in connection with any Senior Loan and any transfer of title by foreclosure, deed or other conveyance in lieu of foreclosure in connection therewith;

c. The inclusion of equity participation in the Borrower by addition of limited partners to Borrower’s partnership or similar mechanism, and any transfers of limited partnership interests in Borrower’s partnership;

d. The lease for occupancy of all or any part of the Improvements on the Property;

e. The granting of easements or permits to facilitate the development of the Property in accordance with this Agreement;

f. The withdrawal, removal and/or replacement of a general partner of Borrower pursuant to the terms of the Borrower’s partnership agreement, provided that any required substitute general partner is reasonably acceptable to City and is selected with reasonable promptness. The Investor Limited Partner or an Affiliate thereof is an acceptable successor general partner of Borrower;

g. the assignment or replacement of the original managing general partner in the Borrower with a nonprofit public benefit corporation or Affiliate thereof, provided that any new general partner is reasonably acceptable to City; and

h. The sale, transfer or pledge of any limited partnership interest in Borrower or of any partnership interest in the Investor Limited Partner.

“Person” means an individual, partnership, limited partnership, trust, estate, association, corporation, limited liability company or other entity, domestic or foreign.

“Plans and Specifications” means any and all plans, drawings, studies, reports and related documents concerning the construction of the Project submitted by Borrower to City, and approved by City, including, without limitation, all architectural and engineering plans, and all approved amendments, modifications, supplements, general conditions and addenda thereto.

“Project Budget” shall mean the schedule of sources and uses attached to this Agreement as Attachment No. 5.

“Project Pro Forma” means the financial information to be prepared by Borrower, and any updates and amendments thereto, including without limitation, the Construction Budget, estimated sources and uses of financing, and the Project’s operating budget and reasonably approved by the City.

“Property” means the real property described in Section 1.1(a) hereof.

“Property Manager” means a property manager engaged by Borrower to manage the Project.

“Qualified Tenant(s)” means a Household who qualifies as a 30%, 50%, or 60% AMI Household, as applicable.

“Release of Construction Covenants” shall mean the certificate to be issued by the City in accordance with Section 3.25 of this Agreement.

“Rent Schedule” means the schedule calculating the Affordable Rent for the Project.

“Restricted Period” shall mean the period beginning on the date of the Conversion and continuing until the date that is fifty-five (55) years after the Conversion.

“Schedule of Performance” shall mean the document attached to this Agreement as Attachment No. 2 which is incorporated herein by this reference.

“Scope of Development” shall mean the document attached to this Agreement as Attachment No. 3 which is incorporated herein by this reference.

“Senior Lender” shall mean the maker of any Senior Loan, any construction lender, credit enhancer or construction period guaranty facility, including but not limited to the Construction Lender and the Permanent Lender.

“Senior Loan” shall mean, during the Construction Period, the Construction Loan and during the Permanent Period, the Permanent Loan.

“Senior Loan Documents” shall mean, as applicable, the Construction Loan Deed of Trust and the Permanent Loan Deed of Trust, loan agreements, promissory notes, financing statements, guaranties, security agreements, assignments, and similar documents and instruments to be executed by Borrower in connection with the Senior Loans.

“ZAEN Contribution” means that grant from ZAEN Partners, LLC to Borrower in the approximate amount of \$3,000,000.

“Subordination Agreement” means an agreement between each Senior Lender and the City in such form as is reasonably approved by the Senior Lender and the City that subordinates the City Loan and City Loan Documents to the Senior Loan and Senior Loan Documents.

“TCAC” means the California Tax Credit Allocation Committee.

“TCAC Regulations” means the California Tax Credit Regulations Implementing the Federal and State Low Income Housing Tax Credit Laws, California Code of Regulations, Title 4, Division 17, Chapter 1.

“Title Company” means Old Republic Title Company.

Section 1.3 The Property

The Property is owned by ZAEN Partners, LLC, a California limited partnership, as described in the “Legal Description of the Property” (attached hereto as Attachment No. 1).

Section 1.4 City

City is a California municipal corporation existing under the laws of the State of California. The address of the City for purposes of receiving notices pursuant to this Agreement shall be:

To the City: Housing & Community Services Division
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Attention: Division Manager

Copy to: City Attorney’s Office
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Attention: City Attorney

“City” as used in this Agreement includes the any assignee or successor to the rights, powers and responsibilities of City hereunder.

Section 1.5 Borrower

Borrower is _____, a _____, whose managing general partner is _____, LLC, a California limited liability company. The address of Borrower for purposes of receiving notices pursuant to this Agreement is as follows:

TBD

With a copy to:

TBD

With a copy to:

TBD

Whenever the term “Borrower” is used herein, such term shall mean and include: (1) the Borrower as of the date hereof; and (2) any assignee of or successor to its rights, powers and responsibilities approved by the City or permitted by this Agreement.

Section 1.6 Assignments and Transfers

The qualifications and identity of the Borrower are of particular concern to the City. It is because of those qualifications and identity that the City has entered into this Agreement with the Borrower. No voluntary or involuntary successor in interest of the Borrower shall acquire any rights or powers under this Agreement except as expressly set forth herein.

Except for Permitted Transfers, the Borrower shall not assign all or any part of this Agreement without the prior written approval of the City. The City agrees to reasonably give such approval if in the reasonable determination of the City, the proposed assignee is comparable in all material respects (including experience, character and financial capability) to the Borrower. Any such change (or assignment of this Agreement in connection therewith) shall be by instruments satisfactory to the City, and be subject to the approval by the City of evidence of the proposed assignee’s qualifications to meet the obligations of the Borrower under this Agreement.

For the reasons cited above, the Borrower represents and agrees for itself and any successor in interest that, except for Permitted Transfers, without the prior written approval of the City, which shall not be unreasonably withheld, there shall be no cumulative change in ownership interest of any general partner of greater than 49%, or with respect to the identity of the parties in control of the Borrower or the degree thereof, by any method or means.

The Borrower shall promptly notify the City of any and all changes whatsoever in the identity of the parties in control of the Borrower or the degree thereof, of which it or any of its officers have been notified or otherwise have knowledge or information.

The Borrower shall not, except for Permitted Transfers, assign or attempt to assign this Agreement or any right herein, nor make any total or partial sale, transfer, conveyance or assignment of the whole or any part of the Property (referred to hereinafter as a “**Transfer**”), without prior written approval of the City, except as expressly permitted by this Agreement and the other City Loan Documents. Consent to one such transaction shall not be deemed to be a waiver of the right to require consent to future or successive transactions. Any such proposed transferee shall have the qualifications and financial responsibility necessary and adequate as may be reasonably determined by the City, to fulfill the obligations undertaken in this Agreement by the Borrower. Any such proposed transferee, by instrument in writing satisfactory to the City and in a form recordable among the land records, for itself and its successors and assigns, and for the benefit of the City shall expressly assume all of the obligations of the Borrower under this Agreement and agree to be subject to all conditions and restrictions applicable to the Borrower in this Agreement. There shall be submitted to the City for review all instruments and other legal documents proposed to affect any such transfer; and if approved by the City its approval shall be indicated to the Borrower in writing.

In the absence of specific written agreement by the City, no unauthorized Transfer, or approval thereof by the City, shall be deemed to relieve the Borrower or any other party from any obligations under this Agreement.

Notwithstanding this Section 1.6, Borrower shall have the right to make Permitted Transfers and execute deeds of trust and other instruments granting a security interest in the Property for the purposes of financing the Development Costs.

PART 2. CITY LOAN

Section 2.1 City Loan

City agrees to lend to the Borrower, and Borrower agrees to borrow from City, the City Loan. Concurrently with the execution of this Agreement, City and Borrower have executed and delivered the City Loan Documents.

Section 2.2 Disbursement

Upon satisfaction of the Closing Requirements, the City Loan shall be disbursed to Borrower in accordance with this Agreement.

City shall have no obligation to disburse the City Loan proceeds after Conversion. If any the City Loan proceeds remain undisbursed at Conversion, the amount of the City Loan will be reduced.

Section 2.3 Retention

Upon satisfaction of City’s conditions precedent to funding, City will disburse ninety percent (90%) of hard costs for balances expended, less prior disbursements and one hundred percent (100%) of soft costs for balances expended, less prior disbursements. The remaining amount shall be retained (“retention”) and such retention will be disbursed upon Completion.

Section 2.4 Subordination

City agrees that the City Loan and City Loan Documents shall be subordinate to the lien of each Senior Loan. City agrees to make such modifications to this Agreement, and to execute such estoppel certificates, as may reasonably be requested by a Senior Lender and the Investor Limited Partner, provided that such modifications or certificates are consistent with the purpose of this Agreement and do not materially adversely affect the receipt of any material benefit by City hereunder. The City shall execute such Subordination Agreements as may reasonably be requested by any Senior Lender.

Section 2.5 Construction Loan

The Construction Loan is secured by Borrower's interest in the Project and the Improvements located thereon. In no event may the Construction Loan be cross-defaulted with any loan secured by property other than the Project or assets attached to property other than the Project.

Section 2.6 Change Orders

Borrower covenants and agrees that concurrently with its submission of any Change Order to the Construction Lender, Borrower shall submit a copy of such Change Order to the City. Borrower shall not permit any Change Order without City's prior written consent if any such change (a) constitutes a material change in architectural or structural design, or the value or quality of the Improvements, or (b) would result in an increase or decrease in the cost of construction of the Improvements in excess of \$150,000 individually and in excess of \$500,000 in aggregate of change orders.

Section 2.7 Draw Requests

Concurrently with submission to any lender(s) of any draw request for funding of any construction costs relating to the Project (including all Draw Request submissions to the Construction Lender), Borrower shall submit such draw request and all supporting documentation customarily required with respect to such request to the City. The City shall be invited to attend all Draw Request meetings with respect to the Construction Loan.

The City's approval shall be required for any draw request with respect to the City Loan, and Borrower shall not proceed with any such draw request for City Loan proceeds until City's approval has been obtained; provided that, if the City fails to respond to such request for approval within ten (10) Business Days after the City's receipt of such request, provided that all required supporting documentation has been provided to the City, then such draw request shall be deemed to have been approved by the City. The City shall be permitted to withhold approval on future draw requests as a result of an uncured default in connection with a previously approved or disapproved draw request or any portion thereof.

If, commencing upon the date which is forty five (45) days after receipt of written notice of a default hereunder, unless (a) the City has agreed, in writing signed by the City Representative, on the amount of a holdback from such draw request necessary to address such default, or (b) Borrower has cured or commenced to cure such default to the reasonable satisfaction of the City

Representative, Borrower agrees that it shall not submit further construction draw requests to any lender. The City agrees that, prior to the completion of construction, it shall provide Construction Lender with written notice of default hereunder concurrently with such notice being provided to City.

Section 2.8 No Prepayment of Junior Debt

Borrower covenants and agrees that, unless and until all principal and interest outstanding under the City Loan are paid in full, Borrower shall not make any prepayment of amounts due on any debt secured by a lien junior in position to the City Deed of Trust. The foregoing shall not prohibit Borrower from making regularly scheduled payments of principal and interest on the any junior loan.

Section 2.9 No Pledging of City's Credit

Under no circumstances shall the Borrower have the authority or power to pledge the credit of the City or incur any obligation in the name of the City. Borrower shall save and hold harmless the City, its officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of the City's credit by the Borrower under this Agreement. Under no circumstances shall the City have the authority or power to pledge the credit of the Borrower or incur any obligation in the name of the Borrower. City shall save and hold harmless the Borrower, its partners and members for expenses arising out of any unauthorized pledges of the Borrower's credit by the City under this Agreement.

Section 2.10 Acknowledgement of City Contributions; Use of City Name or Logo

Borrower agrees, at its own cost and expense, to acknowledge the contributions of the City in information released to the public or interested parties regarding the Project, including but not limited to brochures and press releases. However, the Borrower shall not use the City's name or insignia in such information, or in any other publicity pertaining to the services rendered under this Agreement, in any magazine, trade paper, newspaper or other medium without first obtaining the express written consent of the City.

Section 2.11 Ground Breaking and Grand Openings

To insure proper protocol and recognition of the City staff and/or the City Council, Borrower shall cooperate with the City staff in the organization of any Project-related ground breaking, grand openings or any other such inaugural events/ceremonies sponsored by Borrower and celebrating the development which is the subject of this Agreement by providing the City staff with at least sixty (60) calendar days prior written notice of any such event.

PART 3. DEVELOPMENT OF THE PROPERTY

Section 3.1 Land Use Approvals; Land Use Restrictions

It is the responsibility of the Borrower, without cost to City, to ensure that zoning of the Property and all applicable City land use requirements will be such as to permit development of

the Property and construction of the Improvements and the use, operation and maintenance of such Improvements in accordance with the provisions of this Agreement. Nothing contained herein shall be deemed to entitle Borrower to any City of Santa Clara permit or other City approval necessary for the development of the Property, or waive any applicable City requirements relating thereto. This Agreement does not (a) grant any land use entitlement to Borrower, (b) supersede, nullify or amend any condition which may be imposed by the City of Santa Clara in connection with approval of the development described herein, (c) guarantee to Borrower or any other party any profits from the development of the Property, or (d) amend any City laws, codes or rules. This is not a Development Agreement as provided in Government Code Section 65864. Without cost to City, City shall provide appropriate technical assistance to Borrower in connection with Borrower's obtaining all necessary entitlements, permits and approvals for the construction of the Improvements.

Borrower shall construct the Project consistent with applicable Governmental Regulations, all applicable covenants, conditions and restrictions applicable to the Project, and all zoning, planning and design review requirements of the City and all permits and entitlements relating thereto.

Section 3.2 Permits and Entitlements

Prior to commencement of any work of improvement upon the Project, Borrower shall, at its own expense, secure or cause to be secured any and all permits, entitlements or approvals which may be required by the City in accordance with the Santa Clara City Code and land use entitlement process and by any other governmental entity with jurisdiction over the Project in accordance with applicable Governmental Regulations. The execution of this Agreement does not constitute the granting of or a commitment to obtain or grant any required land use entitlements or approvals required by the City.

Section 3.3 Condition of the Property

City makes no representation or warranty, express or implied regarding any conditions of the Property. It shall be the sole responsibility of the Borrower, at the City's expense, to investigate and determine all conditions of the Property and its suitability for the uses to which the Property is to be put in accordance with this Agreement. If the conditions of the Property are not in all respects entirely suitable for the use or uses to which the Property will be put, then it is the sole responsibility and obligation of the Borrower, without cost to City, to take such action as may be necessary to place the Property in all respects in a condition entirely suitable for its development and use in accordance with this Agreement.

Borrower agrees to perform and be solely responsible for the clean-up of any Hazardous Substances on, in, under or within the Property, at the sole cost, risk and expense of Borrower, except to the extent that City had previous knowledge about such Hazardous Substances and failed to disclose such information to Borrower prior to the closing of the City Loan. Borrower shall defend, indemnify and hold harmless the City and its officers, agents, employees, contractors and attorneys from any claims, liability, injury, damages, costs and expenses (including, without limiting the generality of the foregoing, the cost of any required clean up of Hazardous Substances, and the cost of attorneys' fees) which may be sustained as the result of the presence or clean up of

Hazardous Substances on, in, or under the Property, except to the extent City had previous knowledge about such Hazardous Substances and failed to disclose such information to Borrower prior to the closing of the City Loan.

Section 3.4 Scope of Development; Modification of Closing Requirements

The Property shall be developed in accordance with and within the limitations established in the Scope of Development attached to this Agreement as Attachment No. 3 and the permits issued by the City for the Project. The Scope of Development shall not be materially modified or amended except with the prior written consent of the City. Borrower shall not materially modify and shall construct, operate and maintain the Project in accordance with the Closing Requirements, or any matter approved by the City under the Closing Requirements, without the prior written approval of the City (or deemed approval pursuant to Section 2.6 hereof).

Section 3.5 Design; Architectural Quality

Borrower acknowledges and understands that the materials, workmanship, finish, design, components and general architectural quality of the Improvements to be constructed by Borrower under this Agreement will have a significant and continuing impact on the Project and the surrounding community and that the City's agreement to participate in assisting this Project is based upon Borrower's representation that the Project will be of high quality in design, construction and finish. Accordingly, Borrower understands and agrees that it will be required to develop the Project (i) by means of materials, workmanship and an overall design that will result in a residential development that is of high quality and of benefit to the Project and the community, and (ii) in accordance with applicable design guidelines. Borrower assumes all responsibility for the design and construction of, and shall let contracts for (or cause contracts to be let for), the construction of the Project. The City shall not be responsible to Borrower or to third parties in any way for any defects in the design of the Project, nor for any structural or other defects in any work done according to the approved design of the Project, nor for any delays reasonably caused by the review and approval processes established by this Section.

Section 3.6 Cost of Construction

The cost of planning, designing, developing and constructing the Project shall be borne solely by Borrower. Borrower will begin and complete all construction, development and other tasks specified therein within the times specified in the Schedule of Performance, subject to Force Majeure Delay. The Schedule of Performance may be subject to revision from time to time as mutually agreed on in writing between Borrower and the City.

Borrower has proposed, and City has approved, the Project Budget appended to this Agreement. Borrower acknowledges that City is relying on Borrower's experience and expertise in establishing the costs for the Project, and Borrower represents that the Project Budget is based on the best, good faith estimate of Borrower of the costs that are likely to be incurred for the Project.

Section 3.7 Schedule of Performance; Construction of Improvements

Borrower shall begin and complete all construction and development within the times specified in the Schedule of Performance, with such reasonable extensions of said times as may be granted by the City and subject to Force Majeure Delay. The Schedule of Performance is subject to revision from time to time as mutually agreed upon in writing by Borrower and City. In the event that the sum of the proceeds of the City Loan available for disbursement together with any other sources to complete the construction of the Improvements are, or at any time become, in the reasonable judgment of the City, insufficient to pay all costs to achieve Completion in accordance with this Agreement, then Borrower will pay such costs.

Borrower shall prosecute to completion the construction of the Improvements as provided in Plans and Specifications and this Agreement. During periods of construction, Borrower shall submit to the City a written report of the progress of the construction when and as requested by the City. The report shall be in such form and detail as may be reasonably required by the City and shall include a reasonable number of construction photographs (if requested) taken since the last report by Borrower.

Section 3.8 Construction Contract

The City shall have the right, but not the obligation, to cure defaults under the Construction Contract and to assume Borrower's obligations and rights under the Construction Contract; provided that, such right to cure and assume the Construction Contract shall be subject to the rights, if any, of any Senior Lender with respect to such Construction Contract. Further, the Construction Contract shall set forth a reasonably detailed schedule for completion of each stage of construction.

The City approval of the Construction Contract shall not constitute a waiver by the City of any breach or violation of this Agreement that is a result of acts that are or purport to be in compliance with or in furtherance of said Construction Contract.

Section 3.9 Subcontracts

All contracts with subcontractors shall be entered into with duly licensed and insured subcontractors. City shall have the right to request copies of the contracts with subcontractors.

Section 3.10 Role of Architect

Borrower shall use commercially reasonable efforts to cause, and its written agreements with the architect for the Project shall require, that the architect supervise the construction of the Project, attend all draw meetings, and sign off on all Change Orders and construction draws with respect to the Project. Borrower shall provide the City with copies of all written agreements with the architect.

Section 3.11 [Intentionally deleted.]

Section 3.12 Indemnity Regarding Labor Standards and Construction of Project

To the fullest extent permitted by law, Borrower shall indemnify, defend and hold harmless the City Indemnitees from and against all liability, loss, damage, costs, or expenses (including

reasonable attorneys' fees and court costs), where the same arise out of, are a consequence of, are in connection with, or are in any way attributable to, in whole or in part, to: (i) Borrower's or the contractor's failure to comply with all applicable laws, including all applicable federal and state labor standards, including, without limitation, the requirements of Labor Code § 1720 and the Davis Bacon Act, if applicable, (ii) defects in the design or construction of the Project, including (without limitation) the violation of any laws, and for defects in any work done according to the City approved plans, or (iii) any breach or failure to perform or act pursuant to this Agreement by Borrower, or by any individual or entity that Borrower shall engage in connection with the Project, including but not limited to officers, agents, employees or contractors of Borrower. Notwithstanding the foregoing, Borrower shall not be required to indemnify and hold harmless the City Indemnitees for liability attributable to the gross negligence or intentional misconduct of the City Indemnitees.

Section 3.13 Compliance with Law

Borrower shall comply with all Governmental Regulations in the construction, use and operation of the Project, including all applicable federal, state and local statutes, ordinances, regulations and laws, including without limitation, all applicable federal, state, and local labor standards, City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the Santa Clara City Code, and all applicable disabled and handicapped access requirements, including without limitation (as currently exists or may be amended from time to time) the Americans With Disabilities Act, 42 U.S.C. § 12101, et seq., Government Code § 4450, et seq., and Government Code § 11135, et seq.

Section 3.14 Nondiscrimination During Construction

Borrower certifies and agrees that all persons employed or applying for employment by it, its affiliates, subsidiaries, or holding companies, and all contractors, bidders and vendors, are and will be treated equally by it without regard to, or because of race, color, religion, ancestry, national origin, sex, age, pregnancy, childbirth or related medical condition, medical condition (cancer related) or physical or mental disability, and in compliance with Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000, et seq., the Federal Equal Pay Act of 1963, 29 U.S.C. § 206(d), the Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621, et seq., the Immigration Reform and Control Act of 1986, 8 U.S.C. § 1324b, et seq., 42 U.S.C. § 1981, the California Fair Employment and Housing Act, Government Code § 12900, et seq., the California Equal Pay Law, Labor Code § 1197.5, Government Code § 11135, the Americans with Disabilities Act, 42 U.S.C. § 12101, et seq. (applicable to those with fifteen (15) or more employees), Executive Order 11246-Equal Employment Opportunity, as amended, its implementing regulations at 41 CFR Part 60, and all other applicable anti-discrimination laws and regulations of the United States and the State of California as they now exist or may hereafter be amended. Nondiscrimination notices shall be included in all job postings and posted in a visible place in the offices of all applicable parties.

Section 3.15 General Indemnity

To the maximum extent permitted by law, Borrower agrees to and shall defend, indemnify and hold the City and the City Indemnitees harmless from and against all claims, liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs)

arising from, in connection with or as a result of the death of any person or any accident, injury, loss, or damage whatsoever caused to any person or to the property of any person resulting from the alleged negligent or intentional acts or omissions of Borrower, its officers, agents or employees in the performance of this Agreement or construction of the Project. This indemnification provision supplements and in no way limits the scope of the indemnification set out elsewhere in this Agreement. The indemnity obligation of Borrower under this section shall survive the expiration or termination, for any reason, of this Agreement.

Without affecting the rights of the City Indemnitees under any provisions of this Agreement, Borrower shall not be required to indemnify and hold harmless the City Indemnitees for liability attributable to the gross negligence or intentional misconduct of the City Indemnitees, provided such gross negligence or intentional misconduct is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where the City Indemnitees are shown to have been grossly negligent or to have acted with intentional misconduct and where the City Indemnitees' gross negligence or intentional misconduct accounts for only a percentage of the liability involved, the obligation of Borrower will be for that entire portion or percentage of liability not attributable to the gross negligence or intentional misconduct of the City Indemnitees.

Section 3.16 Insurance Requirements

During the term of this Agreement or the City Regulatory Agreement, and for any time required thereafter as set forth below, the Borrower shall purchase and maintain in full force and effect, at no cost to the City, the following insurance policies:

- (1) Commercial general liability policy (bodily injury and property damage);
- (2) Comprehensive automobile liability policy; and
- (3) Workers' compensation and employer's liability policy.

Said policies shall be maintained with respect to employees and vehicles assigned to the performance of work under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Attachment No. 4 entitled "Insurance Requirements" attached hereto.

Section 3.17 Disclaimer of Responsibility by the City

Except as provided in this Agreement, the City neither undertakes nor assumes nor will have any responsibility, right or duty to Borrower or to any third party to review, inspect, supervise, pass judgment upon or inform Borrower or any third party of any matter in connection with the Property, whether with respect to the condition of the Property or its quality, adequacy or suitability to the Project, or with respect to any person furnishing services with regard to the Property, or otherwise. Borrower and all third parties shall rely upon its or their own judgment regarding such matters, and any review, inspection, supervision, exercise of judgment or information supplied to Borrower or to any third party by the City or the City in connection with such matter is for the public purpose of providing affordable housing, and neither Borrower (except for the purposes set forth in this Agreement) nor any third party is entitled to rely thereon.

Section 3.18 Rights of Access

At any time prior to Completion, City and its representatives shall have the reasonable right of access to the Property, upon two (2) Business Days' written notice to Borrower (except in the case of an emergency, in which case City shall provide such notice as may be practical under the circumstances), without charges or fees, at normal construction hours during the period of construction for the purposes of this Agreement, including, but not limited to, the inspection of the work being performed in constructing the Improvements. Such representatives of City shall be those who are so identified in writing by City.

Section 3.19 Taxes and Assessments

Borrower shall pay prior to delinquency all ad valorem real estate taxes and assessments on the Project during Borrower's ownership thereof, subject to Borrower's right to contest in good faith any such taxes through the appropriate processes. Borrower shall remove or have removed any levy or attachment made on the Project or any part thereof, or assure the satisfaction thereof within a reasonable time. Nothing herein contained shall be deemed to prohibit the Borrower from (a) obtaining an abatement of real estate taxes under Revenue and Taxation Code Section 214(g) or (b) contesting the validity or amount of any tax assessment, encumbrance or lien, or to limit the remedies available to the Borrower in respect thereto.

Section 3.20 Liens and Stop Notices

Except for the liens on the Project granted in connection with the City Loan, the Senior Loans, and the Sponsor Loan, Borrower shall not allow to be placed on the Project or any part thereof any lien or stop notice. If a claim of a lien or stop notice is given or recorded affecting the Project, Borrower shall within thirty (30) calendar days of such recording or service or within ten (10) Business Days of the City's demand, whichever last occurs: (a) pay and discharge the same (or cause the general contractor to do so); (b) effect the release thereof by recording and delivering to the City a surety bond in sufficient form and amount; (c) demonstrate to the City's reasonable satisfaction that One Hundred Twenty Five Percent (125%) of the stop notice amount is set aside in the unfunded portion of the Construction Budget to account for such claim; or (d) provide such other assurances which the City deems, in its sole discretion, to be satisfactory for the payment of such lien or bonded stop notice and for the full and continuous protection of the City from the effect of such lien or bonded stop notice.

Section 3.21 Rights to Architectural Agreements and Plans and Specifications

Subject to the rights of the Senior Lenders, Borrower has assigned to City as security for Borrower's obligations hereunder (a) all environmental, architectural, design, engineering and development agreements, and any and all amendments, modifications, supplements, addenda and general conditions thereto, and (b) all reports, studies, plans and specifications, shop drawings, working drawings, amendments, modifications, changes, supplements, general conditions and addenda thereto, heretofore or hereafter prepared by any architect, engineer or other person or entity (collectively the "**Architect**"), for or on behalf of Borrower in connection with the construction of the Project pursuant to that certain Assignment of Agreements by Borrower for the benefit of City dated as of the date hereof.

Section 3.22 Security Financing; Right of Holders

(a) City Approval of Financing Liens All mortgages and deeds of trust to be recorded against the Project prior to Conversion shall be approved by City.

(b) Holder Not Obligated to Construct Project Improvements The holder of any mortgage or deed of trust or other security interest recorded against the Project will in no way be obligated by the provisions of this Agreement to construct or complete the Improvements or to guarantee construction or completion.

(c) Notice of Default to Mortgage, Deed of Trust or Other Security Interest Holders; Right to Cure Whenever the City will deliver any notice or demand to Borrower with respect to any breach or default by Borrower in completion of construction of the Improvements, the City will at the same time deliver to each holder of record of any mortgage, deed of trust or other security interest recorded against the Project, provided that failure to provide such notice shall not affect the City's remedies hereunder. Each holder will (insofar as the rights of the City are concerned) have the right at its option within thirty (30) calendar days after the receipt of the notice, to cure or remedy or commence to cure or remedy any default and to add the cost to the security interest debt and the lien on its security interest. Nothing contained in this Agreement will be deemed to permit or authorize the holder to undertake or continue the construction or completion of the Improvements (beyond the extent necessary to conserve or protect the Improvements or construction already made) without first having expressly assumed Borrower's obligations to the City by written agreement satisfactory to the City. The holder in that event must agree to complete, in the manner provided in this Agreement, the Improvements to which the lien or title of such holder relates, and submit evidence satisfactory to the City that it has the qualifications and financial responsibility necessary to perform the obligations. Any holder properly completing the Improvements will be entitled, upon written request made to the City, to a Release of Construction Covenants from the City.

Section 3.23 Liens on Personal Property

Other than in connection with the provision of vending, laundry, cable, satellite TV, or telecommunications services at the Project, Borrower shall not install in, or use in connection with, the Project, any personal property which any party other than the City or Senior Lenders have the right to remove or repossess under any circumstances, or on which any party other than the City or Senior Lenders has a lien (other than liens permitted in accordance with the terms of this Agreement).

Section 3.24 Removal of Personal Property

Borrower shall not cause or permit the removal from the Project of any items of personal property owned by Borrower (other than tools and equipment used in the development of the Project) unless (i) there is no uncured event of default by Borrower under this Agreement, and (ii) Borrower promptly substitutes and installs on the Project other items of equal or greater value in the operation of the Project, all of which items shall be free of liens (other than liens permitted in accordance with the terms of this Agreement) and shall be subject to the lien of the City Deed of Trust, and Borrower executes and delivers to the City all documents reasonably required by the

City in connection with the attachment of such liens to such items. Borrower shall keep detailed records of each such removal and shall make such records available to the City upon written request from time to time.

Section 3.25 Release of Construction Covenants

Promptly after Completion of the Improvements, as generally and specifically required by this Agreement and in particular the Scope of Development, the City shall furnish Borrower with a Release of Construction Covenants upon written request therefor by Borrower. The City shall not unreasonably withhold such Release of Construction Covenants and such Release of Construction Covenants shall be issued so long as Borrower has constructed and developed the Property in accordance with this Agreement and substantially in accordance with the construction drawings approved by the City for the Project. Such Release of Construction Covenants shall be, and shall so state, conclusive determination of satisfactory completion of all of the construction obligations required by this Agreement. The Release of Construction Covenants shall be in a form mutually, reasonably, and in good faith agreed upon by City and Borrower and shall be a conclusive determination of satisfactory completion of the Project and all construction obligations required by this Agreement. Any party then owning or thereafter purchasing, leasing or otherwise acquiring any interest in the Project shall not (because of such ownership, purchase, lease or acquisition) incur any construction obligation or liability under this Agreement.

The Release of Construction Covenants shall be in such form as to permit it to be recorded in the Recorder's Office of Santa Clara County. Certificates of Completion of construction for less than the completed Improvements and development of the entire Property shall not be recorded.

If the City refuses or fails to furnish a Release of Construction Covenants for the Property after written request from Borrower, the City shall, within thirty (30) days of the written request, provide Borrower with a written statement of the reasons the City refused or failed to furnish a Release of Construction Covenants. The statement shall also contain the City's opinion of the action Borrower must take to obtain a Release of Construction Covenants. If the reason for such refusal is confined to the immediate availability of specific items or materials for landscaping, and/or minor items, the City will issue its Release of Construction Covenants upon the posting of a bond by Borrower with the City in an amount representing a fair value of the work not yet completed.

Such Release of Construction Covenants shall not constitute evidence of compliance with or satisfaction of any obligation of Borrower to the beneficiary of the Construction Loan Deed of Trust or any other Person. Such Release of Construction Covenants is not a notice of completion as referred to in Section 3093 of the California Civil Code.

Section 3.26 Developer Fee

Borrower shall not receive payments of the Developer Fee in excess of the amounts or ahead of a written schedule contained in the Project Pro Forma approved by the City.

Borrower covenants and agrees that it shall not receive payments of Developer Fee beyond the first payment agreed to in the schedule described above unless and until it has demonstrated to

the City's reasonable satisfaction that all prevailing wage obligations with respect to the construction of the Project have been met in accordance with the terms and conditions of the City Loan Documents. Borrower further agrees that in the event any prevailing wage obligations, draw holdbacks or related fees that may become payable to the City hereunder cannot be funded from any other source, that such amounts shall be payable to the City from Developer Fee.

In the event that actual construction costs exceed the Construction Budget, Borrower shall defer the amount of the Developer Fee necessary to cover the actual construction costs to the extent unfunded by sources other than the City Loan and such portion of the Developer Fee shall be considered deferred Developer Fee for purposes of this Agreement.

PART 4. COMPLIANCE WITH LABOR LAWS

Borrower shall comply with all applicable prevailing wage requirements of the Davis-Bacon Act and implementing rules and regulations (40 U.S.C. 276a-276a-5); the Copeland "Anti-Kickback" Act (47 USC 276(c)) which requires that workers be paid at least once a week without any deductions or rebates except permissible deductions; the Contract Work Hours and Safety Standards Act – CWHSSA (40 USC 327-333) which requires that workers receive "overtime" compensation at a rate of 1-1/2 times their regular hourly wage after they have worked 40 hours in one week; and Title 29, Code of Federal Regulations, Subtitle A, parts 1.3 and 5 are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended. Borrower shall also comply with all applicable provisions of California Labor Code and regulations promulgated thereunder (including without limitation, Sections 1720 et seq. and Title 8 of the California Code of Regulations Sections 16000 et seq.) governing the payment of prevailing wages, as determined by the Director of the California Department of Industrial Relations, in regards to work performed and/or funded under this Agreement.

Upon the written request of the City, Borrower shall provide written evidence of compliance with this Part 4.

PART 5. USE OF THE PROPERTY

Section 5.1 Use Covenants

Borrower covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Project or any part thereof, that the Project shall be used, maintained and operated in compliance with the City Regulatory Agreement. Borrower further covenants and agrees for itself and its successors and assigns that the Affordable Units shall be continuously occupied or held vacant and made available to Qualified Tenants at an Affordable Rent during the Restricted Period. All uses conducted on the Project, including, without limitation, all activities undertaken by Borrower pursuant to this Agreement, shall conform to all applicable provisions of the Santa Clara City Code.

Section 5.2 Affordable Housing Requirements

(a) Affordable Units

Borrower covenants and agrees to make available, restrict occupancy to, and rent the Affordable Units solely to Qualified Tenants at an Affordable Rent during the Restricted Period.

(b) Duration of Affordability Requirements

The Affordable Units shall be subject to the requirements of this Section throughout the Restricted Period.

(c) Selection of Qualified Tenants

Prior to selecting any tenants for the Affordable Units, Borrower shall submit to the City the Management Plan (the terms of which shall comply with the City Regulatory Agreement) which shall include proposed tenant selection policies and criteria for the Affordable Units. The City shall review the Management Plan and approve or disapprove it within thirty (30) Business Days, provided that such approval shall not be unreasonably conditioned or withheld. City's failure to respond within the timeframe set forth in the preceding sentence shall be deemed approval. If the Management Plan is not approved by the City, the City shall set forth in writing and notify Borrower of the City's reasons for withholding such approval. Borrower shall thereafter submit a revised Management Plan for City approval within fifteen (15) Business Days, which approval shall be granted or denied within fifteen (15) Business Days in accordance with the procedures set forth above.

In addition, the tenant selection policies and criteria shall:

- (1) Be consistent with the purpose of providing housing for Qualified Tenants;
- (2) Be reasonably related to program eligibility and the applicants' ability to perform the obligations of the lease;
- (3) Provide for the selection of tenants from a written waiting list in the chronological order of their application, insofar as is practicable; and
- (4) Give prompt written notification to any rejected applicant of the grounds for any rejection.

Borrower shall manage and operate the Property in accordance with the approved Management Plan, including such amendments as may be approved in writing from time to time by the Borrower and the City, for the entire Restricted Period.

In addition, and to the extent permitted by any applicable Governmental Regulations, including without limitation, Fair Housing Laws, preference shall also be given to tenant applicants residing in the vicinity of the Project first and then within the City limits.

In connection with its Qualified Tenant selection process, Borrower agrees to obtain criminal background checks on all tenant applicants in accordance with all applicable Governmental Regulations. Borrower shall determine, in accordance with all applicable Governmental Regulations, whether or not the tenant applicant's arrest and/or conviction record,

if any, warrants denial of such tenant's application. Borrower shall maintain or destroy the results of such criminal background checks in accordance with all applicable Governmental Regulations.

(d) Income Requirements

In order to assure compliance with the rent and occupancy restrictions set forth in the City Regulatory Agreement, Borrower shall, prior to the initial leasing of an Affordable Unit, verify the income of the proposed Household. Thereafter, on an annual basis throughout the Restricted Period, Borrower shall obtain and cause to be submitted to the City, at Borrower's expense, a verification of all household sources of income as required by the City Regulatory Agreement demonstrating that such household constitutes a Qualified Tenant in accordance herewith and meets the eligibility requirements established for the Affordable Unit.

(e) Lease Requirements

Prior to rental of any of the Affordable Units, Borrower shall submit a standard lease form to the City for the City's approval, which approval shall not unreasonably be withheld, conditioned or delayed. The standard lease agreement shall not be amended in any material respects (except as required by applicable laws) without prior written the City approval. Borrower shall enter into a lease in the form approved by the City, and containing those provisions required by the City Regulatory Agreement, with each Qualified Tenant of an Affordable Unit.

Section 5.3 Long Term Management of the Project

Borrower and the Property Manager shall enter into a written agreement regarding the services of the Property Manager (the "**Management Agreement**"). Property management fees paid to the Property Manager shall not exceed nine percent (9%) of gross rents on an annual basis. The Management Agreement shall contain, inter alia, an express provision (a) obligating the Property Manager to cooperate fully with the City with respect to the on-site inspections to be made by the City pursuant to the City Regulatory Agreement, and (b) indicating that the term thereof shall not exceed twelve (12) months including a provision for termination by Borrower with or without cause at any time upon notice not to exceed thirty (30) days. Borrower shall obtain the City's written approval, not to be unreasonably withheld, conditioned or delayed, of the Property Manager prior to entering into any Management Agreement; provided that the City hereby approves the John Stewart Company as the initial Property Manager.

Section 5.4 Annual Budget and Quarterly Reporting

Borrower shall submit on or before the first day of each fiscal year after Completion of construction for the entire Restricted Period an estimated annual budget for management of the Property (the "**Annual Project Budget**") in accordance with the Management Plan. The Annual Project Budget shall include all necessary operating expenses, current maintenance charges, expenses of reasonable upkeep and repairs, taxes and special assessment levies, prorated amount required for insurance and all other expenses incident to the operation of the Project; and shall show the expected revenues to pay such expenses, including annual debt service requirements and reserve fund deposits and balances. Upon receipt by the City of a complete the Annual Project Budget, including any amendments proposed by the Borrower, shall be subject to the approval of the City, the County shall promptly review the same and approve or disapprove it within fifteen

(15) Business Days, provided that such approval shall not be unreasonably conditioned or withheld. If the Annual Project Budget is not approved by the City, the City shall set forth in writing and notify Borrower of the City's reasons for withholding such approval. Borrower shall thereafter submit a revised Annual Project Budget for County approval within ten (10) Business Days, which approval shall be granted or denied within ten (10) Business Days in accordance with the procedures set forth above.

Beginning on the date of first occupancy, for each fiscal year of the Restricted Period, Borrower shall also submit on a quarterly basis a quarterly report for the management of the Property (the “**Quarterly Report**”) in a form that is reasonably acceptable to the City. The Quarterly Report shall include a profit and loss statement, budget to date figures, and occupancy report. The City, in his sole discretion may waive the requirement of the Quarterly Report for one or more quarterly reporting periods. However, such waiver shall not operate to waive any subsequent requirement of the Quarterly Report for the Restricted Period upon written notice to Borrower by the City.

Section 5.5 Maintenance of the Property

Prior to the issuance of the Certificate of Occupancy, the Borrower shall prepare and submit to the City for review and approval a program (the “**Maintenance Program**”) for the exterior and interior maintenance of the Property and the Improvements. The Maintenance Program may be included within its Management Plan.

The Maintenance Program shall describe in reasonable detail the standards to be followed in maintaining the interior and exterior of the Improvements, including a schedule indicating the proposed frequency of each element of maintenance, and shall include, at a minimum, the following: periodic cleaning of the interior and exterior of the Improvements, including windows; removing graffiti; removing debris and waste materials and otherwise maintaining indoor and outdoor areas of the Property; maintaining any lawns, plants, shrubs and trees or other landscaping planted on the Property; performing inspections of all exterior features to determine whether repairs are required; conducting periodic protective treatments such as rust removal and caulking; conducting repairs to facades, roof, doors, windows and other exterior features; maintaining fencing and other security devices and systems; periodic repainting of the exterior; periodic repainting of the interior units and common areas; periodic replacing of the interior unit carpets; checking building systems, including, but not limited to the heating and cooling systems, smoke alarms and water heaters; checking interior unit appliances; and monitoring interior unit bathrooms for mold/mildew. The Maintenance Program, including any amendments proposed by the Borrower, shall be subject to the reasonable approval of the City.

At all times after Completion of construction during the Restricted Period, the Borrower shall maintain the Property and the Improvements in accordance with the approved Maintenance Program. To implement this requirement, Borrower agrees to budget sufficient funds to pay for all reasonably anticipated costs (as indicated in the Annual Maintenance Budget). In the event the Borrower fails to maintain the Property and the Improvements in accordance with the approved Maintenance Program, and does not cure such failure within thirty (30) days following notice from the City, the City shall have the right, but not the obligation, to enter the Property, correct any violation, and hold the Borrower responsible for the cost thereof, and such cost, until paid, shall

constitute a lien on the Property. Prior to undertaking any work to correct any such maintenance deficiency, the City shall provide written notice that the Borrower correct the deficiency within a reasonable time. The Borrower shall have a reasonable time in which to comply following such notice from the City.

Section 5.6 Nondiscrimination Covenants

Borrower covenants and agrees that there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of any Unit or the Project nor shall Borrower establish or permit any such practice or practices of discrimination or segregation with reference to the location, subtenants, or vendees of any Unit or in connection with the employment of persons for the construction, operation and management of the Project.

Notwithstanding the foregoing paragraph, with respect to familial status, the foregoing paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the foregoing paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to the foregoing paragraph.

All deeds, rental agreements, leases, or contracts made or entered into by Borrower as to the Units or the Project or any portion thereof, shall contain and be subject to the following nondiscrimination and nonsegregation clauses:

a. In deeds: “The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

Notwithstanding the foregoing paragraph, with respect to familial status, the foregoing paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the foregoing paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to the foregoing paragraph.

b. In leases: “The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.”

Notwithstanding the foregoing paragraph, with respect to familial status, the foregoing paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the foregoing paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to the foregoing paragraph.

c. In contracts: “There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in connection with the performance of this contract nor shall the contracting party himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, contractors, subcontractors or vendees with respect to the premises.”

Notwithstanding the foregoing paragraph, with respect to familial status, the foregoing paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the foregoing paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to the foregoing paragraph.

The covenants established herein shall, without regard to technical classification and designation, be binding on Borrower and any successors in interest to the Project, or any part thereof, for the benefit and in favor of the City and its successors and assigns. The covenants against discrimination shall run with the land and remain in effect in perpetuity.

Section 5.7 Conflict with the City Regulatory Agreement

In the event of a conflict between this Part 5 and the City Regulatory Agreement, the provisions of the City Regulatory Agreement shall control.

Section 5.8 Reserves

(a) Operating Reserve. If requested by any Senior Lender or Investor Limited Partner, Borrower covenants and agrees to fund an operating reserve in the amount required by the Senior Lender or Investor Limited Partner (“**Operating Reserve**”) upon completion of construction. Such amounts shall be held in a separate interest-bearing trust account. Funds in the Operating Reserve shall be used solely to cover cash flow deficiencies of the Project. All withdrawals from the Operating Reserve are subject to the prior written consent of the City, which such consent shall not be unreasonably withheld or delayed.

(b) Replacement Reserves. If requested by any Senior Lender or Investor Limited Partner, Borrower covenants and agrees to fund a replacement reserve in a capitalized amount as of the Conversion from operating income on monthly basis in amount required by the Senior Lender or Investor Limited Partner (“**Replacement Reserve**”). Such amounts shall be held in a separate interest-bearing trust account. Funds in the Replacement Reserve shall be used solely to cover capital replacements for the Project. All withdrawals from the Replacement Reserve are subject to the prior written consent of the City, which such consent shall not be unreasonably withheld or delayed.

Section 5.9 Hazardous Substances

Concurrently with the execution of this Agreement, City and Borrower have entered into the City Environmental Indemnity.

Section 5.10 Monitoring Fee

On or before July 1 of each year, commencing on the July 1 following Conversion until the expiration of the Restricted Period, Borrower covenants and agrees to pay to the City the Monitoring Fee (as defined in the City Regulatory Agreement) for the immediately preceding calendar year or portion thereof, prorated for the number of months in the partial year.

Section 5.11 Effect of Violation of the Terms and Provisions of this Agreement

The City is deemed a beneficiary of the terms and provisions of this Agreement and the covenants herein, both for and in its own right and for the purposes of protecting the interests of the community and other parties, public or private, for whose benefit this Agreement and the covenants running with the land have been provided. The City shall have the right if the covenants contained in this Agreement are breached and such breach is not cured within the time periods set forth in Section 6.1, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and covenants are entitled.

PART 6. DEFAULTS, REMEDIES, AND TERMINATION

Section 6.1 Defaults — General

Subject to the Force Majeure Delay and any extensions of time approved in writing by the parties, failure or delay by either party to perform any term or provision of this Agreement at the time indicated in this Agreement constitutes a default under this Agreement. As provided, hereinbelow, the party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy with reasonable diligence. The injured party shall give written notice of default to the party in default, specifying the default complained of by the injured party. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default. Except as otherwise expressly provided in this Agreement, any failures or delays by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by either party in asserting any of its rights and remedies shall not deprive either party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

If a monetary event of default occurs, prior to exercising any remedies hereunder, the injured party shall give the party in default written notice of such default. The party in default shall have a period of thirty (30) days after such notice is given within which to cure the default prior to exercise of remedies by the injured party.

If a non-monetary event of default occurs, prior to exercising any remedies hereunder, the injured party shall give the party in default notice of such default. If the default is reasonably capable of being cured within thirty (30) days, the party in default shall have such period to effect a cure prior to exercise of remedies by the injured party. If the default is such that it is not reasonably capable of being cured within thirty (30) days, and the party in default (i) initiates corrective action within said period, and (ii) diligently, continually, and in good faith works to effect a cure as soon as possible, then the party in default shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by the injured party.

If Borrower fails to take corrective action or cure the default within a reasonable time, the City shall give the Senior Lender and the Investor Limited Partner notice thereof. Subject to the terms of the Borrower's partnership agreement, the Investor Limited Partner may take such action, including removing and replacing the general partner or managing member of the Borrower with a substitute general partner or member, who shall effect a cure within a reasonable time thereafter in accordance with the foregoing provisions. The City agrees to accept cures tendered by any Senior Lender or Investor Limited Partner within the cure periods provided in the Note. Additionally, in the event the Senior Lender or Investor Limited Partner is precluded from curing a non-monetary default due to a bankruptcy, injunction, or similar proceeding by or against Borrower or the general partner of Borrower, the City agrees to forbear from completing a foreclosure (judicial or nonjudicial) during the period during which the Senior Lender or Investor Limited Partner is so precluded from acting, not to exceed 90 days, provided such Investor Limited Partner and Senior Lender are otherwise in compliance with the foregoing provisions. In no event shall the City be precluded from exercising remedies if its rights become or are about to become materially jeopardized by any failure to cure a default or the default is not cured within one hundred eighty (180) days after the first notice of default is given.

In the event of a default by Borrower of any of its obligations under the City Loan Documents and expiration of any applicable grace, notice and/or cure periods, Borrower shall pay

to City interest on the outstanding principal of the City Loan, at an annual rate equal to the lesser of (i) ten percent (10%) or (ii) the highest interest allowed by law, from the date of the default until the date that the default is cured or the City Loan is repaid in full.

City shall send to the Investor Limited Partner a copy of all notices of default and all other notices that City sends to Borrower, at the address for the Investor Limited Partner as provided by written notice to City by Borrower.

Section 6.2 Institution of Legal Actions

Subject to the notice and cure provisions of Section 6.1, in addition to any other rights or remedies (and except as otherwise provided in this Agreement), either party may institute legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Santa Clara, State of California, in any other appropriate court of that county.

Section 6.3 Applicable Law

The laws of the State of California shall govern the interpretation and enforcement of this agreement.

Section 6.4 Acceptance of Service of Process

In the event that any legal action is commenced by the Borrower against the City, service of process on the City shall be made by personal service upon the City Manager of the City, or in such other manner as may be provided by law.

In the event that any legal action is commenced by the City against the Borrower, service of process on the Borrower shall be made by personal service upon the Borrower (or upon a general partner, managing member or officer of the Borrower) and shall be valid whether made within or without the State of California, or in such manner as may be provided by law.

Section 6.5 Rights and Remedies Are Cumulative

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

Section 6.6 Damages

If either party defaults with regard to any of the provisions of this Agreement, subject to the notice and cure provisions of Section 6.1 and the non-recourse provisions of Section 6.10, the defaulting party shall be liable to the non-defaulting party for any damages caused by such default, and the non-defaulting party may, after such notice and opportunity to cure (but not before) commence an action for damages against the defaulting party with respect to such default.

Notwithstanding the foregoing, neither Borrower nor City shall have the right to recover any punitive, consequential, or special damages.

Section 6.7 Specific Performance

If either party defaults with regard to any of the provisions of this Agreement, subject to the notice and cure provisions of Section 6.1, the non-defaulting party, at its option, may, after such notice and opportunity to cure (but not before) commence an action for specific performance of the terms of this Agreement pertaining to such default.

Section 6.8 Termination by Either Party

Either party shall have the right to terminate this Agreement in the event the other party is in default of any material term or provision of this Agreement, and, following notice, fails to cure such default within the time provided in Section 6.1.

Section 6.9 Automatic Termination

This Agreement shall automatically terminate upon repayment of the City Loan in full.

Section 6.10 Limited Recourse Obligations

Subject to the provisions and limitations of this Section 6.10, the obligation to repay the City Loan is a nonrecourse obligation of the Borrower and (a) neither Borrower nor any general partner of Borrower shall have any personal liability for repayment of the City Loan, except as provided in this Section 6.10, and (b) the sole recourse of City shall be the exercise of its rights against the Property and any related security for the City Loan.

Provided, however, that the foregoing shall not (a) constitute a waiver of any obligation evidenced by the City Note or the City Deed of Trust; (b) limit the right of the City to name Borrower as a party defendant in any action or suit for judicial foreclosure and sale under the City Note or the City Deed of Trust or any action or proceeding thereunder so long as no judgment in the nature of a deficiency judgment shall be asked for or taken against Borrower; (c) release or impair the City Note or the City Deed of Trust; (d) prevent or in any way hinder City from exercising, or constitute a defense, an affirmative defense, a counterclaim, or other basis for relief in respect of the exercise of, any other remedy against the mortgaged Property or any other instrument securing the City Note or as prescribed by law or in equity in case of default; (e) prevent or in any way hinder City from exercising, or constitute a defense, an affirmative defense, a counterclaim, or other basis for relief in respect of the exercise of, its remedies in respect of any deposits, insurance proceeds, condemnation awards or other monies or other collateral or letters of credit securing the City Note; (f) relieve Borrower of any of its obligations under any indemnity delivered by Borrower to City; or (g) affect in any way the validity of any guarantee or indemnity from any person other than the Borrower of all or any of the obligations evidenced and secured by the City Note or the City Deed of Trust. The foregoing provisions of this paragraph are limited by the provision that in the event of the occurrence of a default, Borrower shall have personal liability hereunder for any deficiency judgment, but only if and to the extent Borrower, its principals, shareholders, partners received rentals, other revenues, or other payments or proceeds in respect of the mortgaged Property after the occurrence of such default, which rentals, other revenues, or

other payments or proceeds have not been used for the payment of ordinary and reasonable operating expenses of the Property, ordinary and reasonable capital improvements to the Property, debt service, real estate taxes in respect of the Property and basic management fees, but not incentive fees, payable to an entity or person unaffiliated with Borrower in connection with the operation of the Property, which are then due and payable. Notwithstanding the first sentence of this paragraph, City may recover directly from Borrower or from any other party:

(A) any damages, costs and expenses incurred by City as a result of fraud or any criminal act or acts of Borrower or any partner, shareholder, officer, director or employee of Borrower, or of any member or general partner of Borrower, or of any general or limited partner of such member or general partner;

(B) any damages, costs and expenses incurred by City as a result of any misappropriation of funds provided for the construction of the Improvements, rents and revenues from the operation of the Improvements or proceeds of insurance policies or condemnation proceeds; and

(C) all court costs and attorneys' fees reasonably incurred in enforcing or collecting upon any of the foregoing exceptions (provided that City shall pay Borrower's reasonable court costs and attorneys' fees if Borrower is the prevailing party in any such enforcement or collection action).

Section 6.11 Borrower Representations and Warranties

Borrower represents and warrants as of the effective date of this Agreement (1) that it has access to professional advice and support to the extent necessary to enable Borrower to fully comply with the terms of this Agreement; (2) that it and its general partners are duly organized, validly existing and in good standing under the laws of the State of California; (3) that it has the full power and authority to undertake the Project and to execute this Agreement; (4) that the persons executing and delivering this Agreement are authorized to execute and deliver such documents on behalf of Borrower; (5) except as disclosed to the City in writing, there are no actions or proceedings pending or, to the best of the Borrower's knowledge, threatened against the Borrower or Borrower's general partners before any court or administrative agency in any way connected with the Property or the Project which could adversely affect the Borrower's ability to perform the activities contemplated hereunder; (6) neither this Agreement nor anything provided to be done hereunder violates or shall violate any contract, agreement or instrument to which the Borrower or a general partner of Borrower is a party or which affects the Project or any part thereof; (7) the Borrower is not in default in respect of any of its obligations or liabilities pertaining to this Agreement, nor is there any state of facts or circumstances or conditions or events which, after notice, lapse of time, or both, would constitute or result in any such default under this Agreement; and (8) neither the Borrower nor its general partners has entered into any agreements which will adversely affect the Borrower's right to develop and use the Project as provided in this Agreement, and neither the Borrower nor its general partners will enter into any such agreements after the date hereof.

PART 7. GENERAL PROVISIONS

Section 7.1 Notices

Formal notices, demands and communications between the City and the Borrower and Investor Limited Partner shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of the City and the Borrower and Investor Limited Partner, as designated in Sections 1.4 and 1.5 hereof. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail as provided in this Section 7.1. Any notice that is transmitted by electronic facsimile or electronic mail transmission followed by delivery of a “hard” copy, shall be deemed delivered upon its transmission; any notice that is personally delivered (including by means of professional messenger service, courier service such as United Parcel Service or Federal Express, or by U.S. Postal Service), shall be deemed received on the documented date of receipt by the recipient; and any notice that is sent by registered or certified mail, postage prepaid, return receipt required shall be deemed received on the date of receipt thereof.

Section 7.2 Conflicts of Interest

No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is, directly or indirectly, interested.

The Borrower warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement.

Section 7.3 Nonliability of City Officials and Employees

No member, official, employee or consultant of the City shall be personally liable to the Borrower, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Borrower or to its successor, or on any obligations under the terms of this Agreement.

Section 7.4 Force Majeure

In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to Force Majeure Events.

Section 7.5 Inspection of Books and Records

The Borrower shall maintain complete, accurate, and current records pertaining to the Property for a period of five (5) years after the creation of such records, and shall permit any duly authorized representative of the City to inspect and copy records, during regular business hours upon reasonable advance notice. Records must be kept accurate and current.

Section 7.6 Approvals

Except as otherwise expressly provided in this Agreement, approvals required of City or Borrower in this Agreement, including the attachments hereto, shall not be unreasonably withheld or delayed. All approvals shall be in writing. Except as otherwise expressly provided in this Agreement, failure by either party to approve a matter within the time provided for approval of the matter shall not be deemed a disapproval, and failure by either party to disapprove a matter within the time provided for approval of the matter shall not be deemed an approval. Any approval or deemed approval by the City shall not waive any obligation of Borrower under the City Loan Documents.

Section 7.7 Administration

This Agreement shall be administered by the City Manager of the City or his or her designated representative (collectively, the “**City Representative**”) following execution of this Agreement by the City. Whenever a reference is made in this Agreement to an action, finding or approval to be undertaken by the City, the City Representative or his or her designee are authorized to act on behalf of the City unless specifically provided otherwise or the context should require otherwise. The City Representative or his or her designee shall have the authority to issue interpretations, waive provisions and enter into amendments of this Agreement and to negotiate and finalize all agreements and documents referred to herein on behalf of the City, so long as such actions do not substantially change the uses or development permitted on the Project, or add to the costs of the City as specified herein or as agreed to by the City Council or other authorized body. Notwithstanding the foregoing, the City Representative or his or her designee may in their sole and absolute discretion refer any matter to the board of the City and/or other authorized body for action, direction or approval.

Section 7.8 No Third Party Beneficiaries

This Agreement is made solely and specifically between the City and Borrower and their respective successors and assigns; and, except as expressly provided otherwise in this Agreement, no other person will have any rights, interest or claims under this Agreement or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

Section 7.9 Reimbursement of Expenses

Borrower shall reimburse the City for all reasonable costs and expenses (including the allocated cost of the City staff and resources) incurred by the City in connection with the provision and administration of the City Loan and the City Loan Documents.

Section 7.10 Borrower Authority

Borrower hereby represents that the person executing this Agreement on behalf of Borrower has full authority to do so and to bind Borrower to perform pursuant to the terms and conditions of this Agreement.

Section 7.11 No Partnership

Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, or any other similar relationship between the parties hereto or cause City to be responsible in any way for the debts or obligations of Borrower or any other Person.

Section 7.12 Compliance with Law

Borrower agrees to comply with all the requirements now in force, or which may hereafter be in force, of all municipal, county, state and federal authorities, pertaining to the development and use of the Property and the Improvements, as well as operations conducted thereon.

Section 7.13 Binding Effect

This Agreement, and the terms, provisions, promises, covenants and conditions hereof, shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

Section 7.14 Incorporation by Reference

Each of the attachments and exhibits attached hereto is incorporated herein by this reference.

Section 7.15 Counterparts

This Agreement may be executed by each party on a separate signature page, and when the executed signature pages are combined, shall constitute one single instrument.

Section 7.16 Mutual Cooperation

Each party agrees to cooperate with the other in this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful or appropriate to carry out the purposes and intent of this Agreement.

Section 7.17 Construction and Interpretation of Agreement

The language in all parts of this Agreement shall in all cases be construed simply, as a whole and in accordance with its fair meaning and not strictly for or against any party. The parties hereto acknowledge and agree that this Agreement has been prepared jointly by the parties and has been the subject of arm's length and careful negotiation over a considerable period of time, that each party has been given the opportunity to independently review this Agreement with legal counsel, and that each party has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions hereof. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement shall not be interpreted or construed against the party preparing it, and instead other rules of interpretation and construction shall be utilized.

If any term or provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder, shall be held by a court

of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each other term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. It is the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is illegal, invalid, or unenforceable, there be added as a part of this Agreement an enforceable clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible.

The captions of the articles, sections and subsections herein are inserted solely for convenience and under no circumstances are they or any of them to be treated or construed as part of this instrument.

References in this instrument to this "Agreement" mean, refer to and include this instrument as well as any riders, exhibits, addenda and attachments hereto (which are hereby incorporated herein by this reference) or other documents expressly incorporated by reference in this instrument. Any references to any covenant, condition, obligation, and/or undertaking "herein," "hereunder," or "pursuant hereto" (or language of like import) shall mean, refer to, and include the covenants, obligations, and undertakings existing pursuant to this instrument and any riders, exhibits, addenda, and attachments or other documents affixed to or expressly incorporated by reference in this instrument.

As used in this Agreement, and as the context may require, the singular includes the plural and vice versa, and the masculine gender includes the feminine and vice versa.

PART 8. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

This Agreement shall constitute the entire understanding and agreement of the parties.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the Property.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City or the Borrower, and all amendment hereto must be in writing and signed by the appropriate authorities of the City and the Borrower. This Agreement and any provisions hereof may be amended by mutual written agreement by the Borrower and the City.

[Signatures appear on next page.]

IN WITNESS WHEREOF, the City and Borrower have signed this Agreement as of the date and year first above written.

CITY:

CITY OF SANTA CLARA,
a chartered California municipal corporation

By: _____
Deanna J. Santana, City Manager

APPROVED AS TO FORM:

By: _____
Brian Doyle, City Attorney

[SIGNATURE PAGE TO LOAN AGREEMENT]

[PAGE 1 OF 2]

BORROWER:

ZAEN Partners, LLC,

By: TBD

By: TBD

By:

TBD

[SIGNATURE PAGE TO LOAN AGREEMENT]

[PAGE 2 OF 2]

ATTACHMENT NO. 1

LEGAL DESCRIPTION

ATTACHMENT NO. 2

SCHEDULE OF PERFORMANCE

ATTACHMENT NO. 3

SCOPE OF DEVELOPMENT

The project site is 0.99 acres located at 2302 Calle Del Mundo (APN# 097-46-024) in Santa Clara within the Center District of the adopted Tasman East Specific Plan. The proposed project consists of 150 mixed-income apartment units with approximately 86,520 rentable square feet and approximately 5,000 square feet of general retail.

There is a mix of studios, 1-bedroom, 2-bedroom, and 3-bedroom units ranging in size from 420 square feet to 1,207 square feet.

ATTACHMENT NO. 4

INSURANCE REQUIREMENTS

(To Be Attached)

ATTACHMENT NO. 5

PROJECT BUDGET

(To Be Attached)

ATTACHMENT NO. 6

CLOSING REQUIREMENTS

The following are the Closing Requirements:

1. Construction Budget and Construction Loan. Borrower shall have submitted and obtained the City's approval of the Construction Budget and Construction Loan, showing the projected predevelopment and construction costs of the Improvements and a sources-and-uses statement showing that the projected funding sources will be available as needed to fund all such projected costs at the time incurred. The City approval of the Construction Loan shall not constitute a waiver by the City of any breach or violation of this Agreement that is a result of acts that are or purport to be in compliance with or in furtherance of said Construction Loan.
2. Project Pro Forma. Borrower shall have submitted and the City shall have approved the Project Pro Forma.
3. Construction Bonds. To the extent that the Construction Lender and/or the Investor Limited Partner requires payment and performance bonds in connection with the construction of the Project, Borrower shall have obtained and delivered to the City copies of the bonds meeting the Construction Lender's and/or the Investor Limited Partner's requirements for such bonds and naming City as co-obligee.
4. Construction Package. Borrower shall have submitted and the City have approved all material aspects of the construction process, including, without limitation, lists of subcontractors, and other construction related documentation which may be reasonably requested by the City.
5. Plans and Specifications. Borrower shall have submitted and the City shall have approved the Plans and Specifications for the Project.
6. Insurance Requirements. Borrower, at its cost, shall have procured and be maintaining in full force and effect insurance consistent with the Insurance Requirements, and shall have provided City with evidence of such insurance.
7. Architectural Contract. Borrower shall have delivered, and the City shall have approved, a contract with the architect of the Project.
8. Corporate Authority; Good Standing. Borrower shall have delivered to the City satisfactory evidence of Borrower's authority to enter into the City Loan Documents, and good standing certificates for the Borrower and its partners dated within thirty (30) days of Closing.
9. Miscellaneous. Borrower shall have delivered to the City any other item reasonably deemed necessary by the City and shall have fulfilled any other condition reasonably required by the City.

ATTACHMENT NO. 7

CONVERSION REQUIREMENTS

The City shall have no obligation to convert the City Loan to a term loan for permanent financing of the Project except upon satisfaction of the conditions precedent set forth in this Attachment No. 7, or waiver thereof by the City in its sole discretion.

1. No Default. Subject to applicable notice and cure periods, there shall be no condition, event or act which would constitute an event of default by Borrower under the City Loan Documents, the Construction Contract, the Construction Loan, the Limited Partnership Agreement, or any other agreement secured by an interest in the Project or providing financing for the Project, or which upon the giving of notice or the passage of time, or both, would constitute such an event of default.
2. Representations and Warranties. All representations and warranties of Borrower herein contained in this Agreement shall be true and correct in all material respects as and when made and as of the proposed date of conversion to a permanent loan.
3. No Stop Notice. No stop notice (whether bonded or not) shall have been served upon or otherwise delivered to Borrower, the City or Construction Lender in connection with the development of the Project or otherwise in connection with the City Loan, unless Borrower shall have (or shall be with the proceeds of a requested disbursement) (a) paid and discharged the same, or (b) effected the release thereof by delivering to the City a surety bond complying with the requirements of applicable Governmental Regulations for such release.
4. No Liens. No claim of lien, notice and claim of mechanic's lien or other similar document or instrument shall have been recorded against the Project or any portion thereof, unless Borrower shall have (or shall with the proceeds of the requested disbursement) (a) paid and discharged the same, (b) effected the release thereof by delivering to the City a surety bond complying with the requirements of applicable Governmental Regulations for such release, or by insurance over the same, or (c) caused the Title Company to commit in writing to issue a policy of title insurance showing such lien not to be an exception to title. City shall have received (i) a copy of the recorded notice of completion, and (ii) either (A) evidence that the statutory lien period has expired, or (B) lien waivers from the Contractor and any subcontractors that previously filed a preliminary notice that they are performing work on the Project that may be subject to mechanic's liens
5. Governmental Regulations. There shall be no condition, event or act existing in connection with the Project which constitutes, or would, with the passage of time, constitute a material violation of any applicable Governmental Regulation.
6. Annual Reporting Forms. Borrower shall have submitted all annual reporting forms required to be submitted to City pursuant to the City Regulatory Agreement as of the date of Conversion.

7. Evidence of Equity Contribution. Borrower shall have provided evidence that Borrower has received capital contributions from the Investor Limited Partner in an amount not less than the amount required by the Limited Partnership Agreement. Borrower shall have demonstrated to the City's reasonable satisfaction that such monies have been spent in substantial accordance with the Project Pro Forma or will be spent in accordance with the Project Pro Forma.
8. Rent Schedule; Permanent Pro Forma; Operating Budget. Borrower shall have submitted, the following for the Project, all prepared as of the completion of construction: (a) the Rent Schedule; (b) a Permanent Pro Forma; and (c) an Operating Budget.
9. Management Plan. Borrower shall have submitted, and City shall have approved, the Management Plan.
10. Social Services Plan. Borrower shall have submitted a social services plan for the Project, including a budget therefor incorporated into the Operating Budget.
11. Insurance. Borrower, at its cost, shall have procured and be maintaining in full force and effect insurance consistent with the Insurance Requirements and in the amounts specified therein.
12. Construction Loan. The Construction Loan shall be paid in full with all available funds, or paid down, as applicable, and converted to a permanent loan. Any documents required to be recorded in connection therewith shall be executed and recorded in the Official Records.
13. Reserves. Borrower shall have deposited or will be concurrently depositing any reserves required by this Agreement and the Project Pro Forma into one or more separate interest-bearing accounts to be used solely for the Project.
14. Final Cost Certificate. Borrower shall have provided City with a copy of the Final Cost Certificate.

**RECORD WITHOUT FEE
PURSUANT TO GOVERNMENT CODE § 6103**

**RECORDING REQUESTED BY
AND**

WHEN RECORDED MAIL TO:

City of Santa Clara
City Clerk's Office
1500 Warburton Avenue
Santa Clara, California 95050

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

AFFORDABLE HOUSING AGREEMENT

by and between

THE CITY OF SANTA CLARA

and

ZAEN Partners, LLC

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ATTACHMENTS

ATTACHMENT NO. 1 LEGAL DESCRIPTION - SITE

ATTACHMENT NO. 2 SCOPE OF DEVELOPMENT

ATTACHMENT NO. 3 AGREEMENT CONTAINING COVENANTS AND
RESTRICTIONS

AFFORDABLE HOUSING AGREEMENT

This AFFORDABLE HOUSING AGREEMENT ("Agreement") is entered into by and between the CITY OF SANTA CLARA, a chartered California municipal corporation ("City") and ZAEN Partners, LLC, a California limited liability company ("Developer"). City and Developer may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement". City and Developer agree as follows:

ARTICLE 1 SUBJECT OF AGREEMENT

Section 1.1 Purpose of the Agreement

a. The purpose of this Agreement is to enter into a binding agreement with persons having legal or equitable interest in real property for the development of such property, in order to, among other things, increase, improve and preserve the supply of housing in the community for very low income households, as defined in Attachment No. 3, Agreement Containing Covenants and Restrictions, attached hereto.

b. Developer has recently obtained Architectural Review approval of an apartment community containing 503 residential units and approximately 23,780 square feet of commercial space to be constructed (in two phases) on the real property at 5123 Calle de Luna in the City of Santa Clara (Parcels 19 and 29). In addition, Developer is seeking approval of a Project at 2302 Calle de Mundo (Parcel 24) (hereinafter "Project") that would include 150 residential units. In addition, Developer anticipates obtaining eventual approval of additional residential units at 2263 Calle Del Mundo (Parcel 60 and 61) which is anticipated to include approximately 316 residential units. All of these approved and contemplated developments (Parcels 19/29, Parcel 24, and Parcels 60/61) would be subject to affordable unit requirements. In coordination with the City, Developer has agreed that in lieu of providing affordable units within each individual project, Developer will deliver all of the affordable unit requirements for Parcels 19, 29, 24, 60 and 61 at once, by providing one hundred forty nine (149) affordable housing units within the Parcel 24 Project, a .76 acre site owned by Developer ("Site") at the very low, low and moderate income level, for a period of 55 years. The distribution of the units in the Parcel 24 Project shall be thirty two (32) units rented to households with income levels at or below 50% AMI, eighty seven (87) units rented to households with income levels at or below 60% AMI, fifteen (15) units rented to households with income levels at or below 80% AMI, fifteen (15) units rented to households with income levels at or below 100% AMI and one (1) unrestricted manager's unit. The thirty (30) very low income units on the Site will satisfy the Affordable Housing Requirements for the project on Parcel 19 and 29, the Affordable Housing Requirements with respect to Parcel 24, and may also be used to satisfy the Affordable Housing Requirements in regard to the future development in Parcel 60 and 61, which shall be formalized if that future project is approved.

c. The development of the Site to include the provision of affordable housing opportunities pursuant to this Agreement, and the fulfillment generally of this Agreement, are in the vital and best interests of the City and the health, safety, morals, and welfare of its residents, and in accord with the public purposes and provisions of applicable federal, state, and local laws and requirements under which the Project is to be undertaken and is being assisted.

d. The full term of the affordability covenants shall be for a total period of fifty-five (55) years (the "Affordability Period"), effective from the date the Project is placed in service.

e. If any general provision of this Section 1.1 conflicts with a more specific provision of this Agreement, the more specific provision shall prevail.

Section 1.2 The City

a. The City is a chartered California municipal corporation, exercising governmental functions and powers, and organized and existing under the laws of the State of California.

b. The address of City for purposes of notice hereunder is at 1500 Warburton Avenue, Santa Clara, California 95050.

c. City as used in this Agreement includes the City of Santa Clara, California and any assignee of or successor to its rights, powers and responsibilities.

Section 1.3 The Developer

a. The Developer of the Project is ZAEN Partners, LLC, a California limited company.

b. The address of ZAEN Partners, LLC a California limited company, for purposes of receiving notices pursuant to this Agreement is:

ZAEN Partners, LLC
c/o Ensemble Investments
444 West Ocean Boulevard, Suite 650
Long Beach, CA 90802

c. Wherever the term Developer is used herein, such term shall include any permitted nominee, assignee or successor in interest as herein provided.

Section 1.4 Assignment of this Agreement

a. Upon a sale or transfer of the Site, the Developer shall assign its rights and obligations under this Agreement to such successors or assigns in and to the Site. The terms, covenants, and conditions of this Agreement shall run with the land to the Site and shall inure to the benefit of, apply to, and shall bind the successors and assigns of Developer. Upon an assignment, the assigning Developer will be released from

the obligations of Developer under this Agreement which relate to the period from and after the date of the assignment, including, without limitation, the obligations in Section 2.1 and Section 3.1 hereof.

ARTICLE 2 DEVELOPMENT OF THE SITE

Section 2.1 Scope of Development; Schedule of Performance

In accordance with Developer's business plan for the Site, Developer shall complete construction of the Project, including the provision of the Affordable Housing Units, in accordance with the Scope of Development (Attachment No. 2).

Section 2.2 Permits

Before commencement of construction or development of any buildings, structures or other work of improvement upon any portion of the Site, the Developer shall, at its own expense, secure or cause to be secured, any and all permits which may be required by the City or any other governmental agency affected by such construction, development or work.

Section 2.3 Zoning and Land Use Requirements

It is the responsibility of Developer, without cost to City, to ensure that zoning of the Site and all applicable City land use requirements will be such as to permit the development of the Project and the use, operation and maintenance of such Project in accordance with the provisions of this Agreement. Developer acknowledges that this Agreement is not a Development Agreement pursuant to Government Code Section 65865 et seq.

Section 2.4 Construction Financing

Developer hereby represents that no City funds shall be used for construction of the Project.

Section 2.5 Relationship of City and Developer

Nothing contained in this Agreement or in any other document or instrument made in connection with this Agreement shall be deemed or construed to create a partnership, tenancy in common, joint tenancy, joint venture or co-ownership by or between the City and the Developer. The City shall not be in any way responsible or liable for the debts, losses, obligations or duties of the Developer with respect to the Site or otherwise.

ARTICLE 3

USE OF THE SITE

Section 3.1 Uses

a. In accordance with Developer's business plan for the Site, the Developer covenants and agrees for itself, its successors, its assignees and every successor in interest to the Site or any part thereof, that Developer, its successors and assignees shall develop the Project on the Site (including, without limitation, one hundred forty nine (149) Affordable Housing Units) and use the Site for the development and occupancy of residential dwelling units, as provided in the Approved Plans.

b. In addition, the Developer agrees to restrict the occupancy of the one hundred forty nine (149) affordable Units on the Site as rental units at an Affordable Housing Cost, as defined in Attachment No. 3, titled Agreement Containing Covenants and Restrictions, attached hereto, it being agreed that this Agreement shall terminate upon issuance of permanent certificate(s) of occupancy for the Project, and the Agreement Containing Covenants and Restrictions shall thereafter constitute the sole affordable housing obligations owed by Developer in favor of the City with respect to the Project. During the term of rental use, the Agreement Containing Covenants and Restrictions shall be recorded against the Project, substantially in the form attached hereto as Attachment No. 3. The Agreement Containing Covenants and Restrictions shall be binding on the Developer and any successor in interest to the Affordable Housing Units or any part thereof for the benefit and in favor of the City. The obligations set forth in the Agreement Containing Covenants and Restrictions shall remain in effect for the respective time period set forth in the Agreement Containing Covenants and Restrictions.

Section 3.2 Maintenance of the Site

Developer, its successors in interest or assignees, shall reasonably maintain the Project on the Site and shall keep the Site in good condition and repair free from any accumulation of debris or waste materials.

ARTICLE 4

DEFAULTS, REMEDIES AND TERMINATION

Section 4.1 Defaults - General

a. Except as provided in Section 5.4, failure by either Party to perform any material obligation set forth in any term or provision of this Agreement constitutes a default under this Agreement. The Defaulting Party must immediately commence to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy with reasonable diligence.

b. The Non-Defaulting Party shall give written notice of default to the Defaulting Party, specifying the default. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default. Except as otherwise expressly provided in this Agreement, any failures or delays by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by either party in asserting any of its rights and remedies shall not deprive either party of its right to institute and maintain

any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

c. If the default is reasonably capable of being cured within thirty (30) days of notice, as set forth in Section 4.1(b), the Defaulting Party shall have such period to effect a cure prior to exercise of remedies by the Non-Defaulting Party. If the default is such that it is not reasonably capable of being cured within thirty (30) days, and the Defaulting Party (1) initiates corrective action within said period, and (2) diligently, continually, and in good faith works to effect a cure as soon as possible, then the Defaulting Party shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by the Non-Defaulting Party. In no event shall the Non-Defaulting party be precluded from exercising remedies if its rights become or are about to become materially jeopardized by any failure to cure a default or the default is not cured within ninety (90) days after the first notice of default is given.

Section 4.2 Institution of Legal Actions

Subject to the notice and cure provisions of Section 4.1, in addition to any other rights or remedies (and except as otherwise provided in this Agreement), either Party may institute legal action to cure, correct or remedy any material default, to recover damages for any material default, or to obtain any other remedy for a material default consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Santa Clara, State of California or in the United States District Court for the Northern District of California.

Section 4.3 Applicable Law

The laws of the State of California shall govern this Agreement.

Section 4.4 Acceptance of Service of Process

a. In the event that any legal action is commenced by the Developer against the City, service of process on the City shall be made by personal service upon the City Clerk or in such other manner as may be provided by law.

b. In the event that any legal action is commenced by the City against the Developer, service of process on the Developer shall be made by personal service upon the Developer (or upon an officer of the Developer), or in such manner as may be provided by law.

Section 4.5 Rights and Remedies Are Cumulative

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

Section 4.6 Damages

If either Party materially defaults with regard to any of the provisions of this Agreement, subject to the notice and cure provisions of Section 4.1, the Defaulting Party shall be liable to the Non-Defaulting party for any damages caused by such default, and the Non-Defaulting party may, after such notice and opportunity to cure (but not before) commence an action for damages against the Defaulting Party with respect to such default.

Section 4.7 Specific Performance

If either Party materially defaults with regard to any of the provisions of this Agreement, subject to the notice and cure provisions of Section 4.1, the Non-Defaulting party, at its option, may, after such notice and opportunity to cure (but not before) commence an action for specific performance of the terms of this Agreement pertaining to such default.

Section 4.8 Termination by Either Party; Term of this Agreement

Either Party shall have the right to terminate this Agreement in the event the other party is in Default of any material term or provision of this Agreement, and, following notice, fails to cure such default within the time provided in Section 4.1.

Notwithstanding any provision herein to the contrary, this Agreement shall terminate and be of no further force or effect upon the City's issuance of permanent certificate(s) of occupancy for the Project, it being the intent of the parties that the Agreement Containing Covenants and Restrictions shall thereafter constitute the sole affordable housing obligations owed by Developer in favor of the City with respect to the Project.

ARTICLE 5 GENERAL PROVISIONS

Section 5.1 Notices, Demands and Communications between the Parties

Formal notices demands and communications between the City or the Developer shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of the City or the Developer, as designated in Sections 1.2 and 1.3 hereof. Such written notices demands and communications may be sent in the same manner to such other addresses as either Party may from time to time designate by mail as provided in this Section 5.1.

Section 5.2 Conflicts of Interest

Developer certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Developer and that no person associated with Developer has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Developer is familiar with the provisions of California Government Code section 87100 and certifies that it does not know of any facts which would violate these code provisions. Developer

will advise City if a conflict arises.

Section 5.3 Nonliability of City Officials and Employees

No member, official, employee or consultant of the City shall be personally liable to the Developer or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Developer or to its successor, or on any obligations under the terms of this Agreement.

Section 5.4 Force Majeure: Extension of Time of Performance

In addition to specific provisions of this Agreement, performance by either Party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, Acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, third party litigation, unusually severe weather, inability to secure necessary labor, materials or tools, delays of any contractor, subcontractor or supplies, acts of the other party, acts or failure to act of the City or any other public or governmental agency or entity (except that an act or failure to act of the City shall not excuse performance by the City) or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time for any such cause (a "Force Majeure Delay") shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of knowledge of the commencement of the cause. Notwithstanding the foregoing, none of the foregoing events shall constitute a Force Majeure Delay unless and until the party claiming such delay and interference delivers to the other party written notice describing the event, its cause, when and how such party obtained knowledge, the date the event commenced, and the estimated delay resulting therefrom. Times of performance under this Agreement may also be extended in writing by the City and the Developer.

Section 5.5 Approvals

Approvals required of the City or the Developer shall not be unreasonably withheld.

Section 5.6 Compliance with Laws

Developer 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, Developer'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, Developer has read and agrees to comply with City's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

Section 5.7 Hold Harmless/Indemnification

a. To the extent permitted by law, Developer 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 Developer pursuant to this Agreement – including claims of any kind by Developer's employees or persons contracting with Developer 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. Developer'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 Developer, against City (either alone, or jointly with Developer), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

ARTICLE 6 ENTIRE AGREEMENT, WAIVERS, AMENDMENTS, AND CEQA

Section 6.1 Counterparts

This Agreement may be executed in duplicate originals each of which is deemed to be an original. This Agreement includes thirteen (13) pages and three (3) attachments, including all exhibits appended to such attachments, which constitute the entire understanding and agreement of the Parties.

Section 6.2 Integration

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the Site.

Section 6.3 Waivers

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City or the Developer, and all amendments hereto must be in writing and signed by the appropriate authorities of the City and the Developer. This Agreement and any provisions hereof may be amended by mutual written agreement by the Developer and the City.

Section 6.4 Mortgagee Protection

No breach of this Agreement shall defeat or render invalid the lien of any deed of trust or mortgage recorded against the Developer's Site. No lender taking title to

the Site through foreclosure or deed in-lieu of foreclosure shall be liable for any defaults or monetary obligations of Developer arising prior to acquisition of possession of such property by such lender. Any lender who has recorded a deed of trust or mortgage against the Site shall have the right, but not the obligation, during the same period available to Developer to cure or remedy, or to commence to cure or remedy, the condition of default claimed or the areas of noncompliance set forth in City's notice. No lender who takes title to the Site through foreclosure or deed in-lieu of foreclosure shall be obligated to construct or continue with construction of the Project on the Site.

Section 6.5 Execution and Effective Date

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.

Section 6.6 California Environmental Quality Act Compliance

The parties acknowledge that the endorsement of this agreement does not commit the City to approving any particular project in the future. The parties further acknowledge that this MOU does not foreclose the possibility of the City considering alternatives to any specific proposal, potential mitigation measures, or future decisions to disapprove any particular project proposal until after conducting and completing appropriate environmental review under the California Environmental Quality Act ("CEQA"). The parties will not take any discretionary actions committing the City to a particular course of action with respect to any proposed project until the City, in its capacity as a lead or responsible agency, has considered environmental documentation required by CEQA and adopted appropriate CEQA findings.

[signatures appear on following page]

**CITY OF SANTA CLARA, CALIFORNIA,
a chartered California municipal corporation**

APPROVED AS TO FORM:

BRIAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager

“CITY”

ZAEN Partners, LLC
a California Limited Liability Company

By: [Rethink Entity], a California limited liability company, its co-general partner

By: _____
Steve Edwards

By: [Ensemble Entity], a California limited liability company, its managing general partner

By: _____
Tyson Sayles

Local
Address: 444 W. Ocean Boulevard, Suite 560, Long Beach, CA
Email
Address: TSayles@ensemble.net
Telephone: (562) 628-0587
Fax: _____

**ATTACHMENT NO. 1
AFFORDABLE HOUSING AGREEMENT**

LEGAL DESCRIPTION - SITE

The land referred to herein below is situated in the City of Santa Clara, County of Santa Clara, State of California and is described as follows:

Parcel 9, as shown on that certain map filed on February 27, 1976 in book 368 of maps, at pages 14 and 15 in the Santa Clara County Records.

ATTACHMENT NO. 2
AFFORDABLE HOUSING AGREEMENT

SCOPE OF DEVELOPMENT
Parcel 24

The project site is 0.99 acres located at 2302 Calle Del Mundo (APN# 097-46-024) in Santa Clara within the Center District of the adopted Tasman East Specific Plan. The proposed project consists of 150 mixed-income apartment units with approximately 86,520 rentable square feet and approximately 5,000 square feet of general retail.

The proposed project consists of a mix of studios, 1-bedroom, 2-bedroom, and 3-bedroom units ranging in size from 420 square feet to 1,207 square feet. The affordability levels would be restricted such that 90% of the units would be affordable to households between 50% ("Very Low Income") and 80% AMI ("Low Income") with the remaining 10% at 100% AMI ("Moderate Income") and one onsite manager's unit. The site is conveniently located two blocks north of the Tasman VTA light rail stop, and within close proximity to other public transit options.

The site is bound to the north by Calle Del Mundo and to the east by the proposed Calle Del Sol extension. A public park is proposed immediately north of the site. Furthermore, the southern boundary of the site will include a 20' greenway that will connect to the broader Tasman East district area.

The residential units will be constructed in a 5-story Type IIIA wood-frame building above two floors of Type IA structured parking that is partially below grade. The site design incorporates landscaped entryways at the retail corners, activating sidewalks and providing a retail streetscape experience with outdoor seating areas. The building design will complement the high-density transit-oriented urban environment envisioned for the Tasman East area, built with high quality materials and finishes. The building exterior includes various massing and design elements incorporated in the project's façade and architecturally addresses its primary street frontage on Calle Del Mundo.

The project aims to promote a healthy, resilient community, through reduction of on-site resource usage, drought tolerate landscape approaches, storm water solutions, shaded open spaces, onsite electrical vehicle charging stations and green building strategies. Common area amenities include a pool courtyard and outdoor view terraces, barbecue and lounge areas, a fitness center, lobby and clubroom. Additionally, residential units will be developed with comparable finishes and appliances in line with similar midrise apartment communities planned in the neighborhood.

**ATTACHMENT NO. 3
AFFORDABLE HOUSING AGREEMENT**

**AGREEMENT CONTAINING COVENANTS AND RESTRICTIONS
(Including Affordable Housing Restrictions for Rental Units)**

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OFFICIAL BUSINESS

Document entitled to free
recording per Government
Code Section 6103

Recording Requested By and
When Recorded Mail To:

CITY OF SANTA CLARA
Housing & Community Services Division
1500 Warburton Avenue
Santa Clara, California 95050
Attention: Division Manager

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**AGREEMENT CONTAINING COVENANTS AND RESTRICTIONS
(Including Affordable Housing Restrictions for Rental Units)**

THIS AGREEMENT CONTAINING COVENANTS AND RESTRICTIONS, Including Affordable Housing Restrictions ("Agreement") is made by and between ZAEN Partners, LLC, a California Limited Liability Company ("Developer"), and THE CITY OF SANTA CLARA ("City"). City and Developer may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement". The City and the Developer agree as follows with reference to the following facts:

RECITALS

- A. Developer intends to develop 969 residential units on the properties known as Parcels 19/29, Parcel 24, and Parcels 60/61, (collectively, the "Tasman East Properties") all within the Tasman East Plan Area.
- B. Developer is the legal owner of the real property at 2302 Calle Del Mundo, (Parcel 24) as further described in Exhibit A attached hereto. In order to satisfy all the Affordable Housing Requirements for the 969 units being developed the Tasman East Properties, Developer agreed to provide one hundred forty nine (149) affordable rental housing units to be developed on Parcel 24, a .76 acre site owned by Developer and approved for one hundred fifty (150) rental apartment units. The one hundred forty-nine (149) affordable rental housing units shall be provided in the Parcel 24 according to the terms herein stated. The distribution of these units shall be thirty two (32) units rented to households with income levels at or below 50% AMI, eighty seven (87) units rented to households with income levels at or below 60% AMI, fifteen (15) units rented to households with income levels at or below 80% AMI, fifteen (15) units rented to households with income levels at or below 100% AMI and one (1) unrestricted manager's unit.

- C. All one hundred forty nine (149) proposed affordable rental housing units shall be made available at Below Market Rate (BMR) rents that do not exceed an Affordable Housing Cost.
- D. It is the intention of the City and Developer to set forth and apply these covenants, conditions and restrictions to satisfy the conditions of approval for the Project as well as to satisfy the affordable housing obligations of Developer (or its successors and assigns) in connection with the projects located at Parcels 19/29 and Parcels 60/61.

NOW, THEREFORE, in consideration of valuable land use and economic benefits and approvals by City allowing development of the Project and to satisfy its obligations to provide affordable housing for very low-income households (as defined in Section 1(b) below) at rent below market rate, the Developer and City hereby agree that the Project shall be subject to the following covenants and conditions which shall run with the land, and be binding on all parties having any right, title or interest in Project, their respective heirs, legatees, devisees, administrators, executors, successors and assigns, and shall inure to the benefit of the City and their respective successors and assigns.

1. Definitions

In addition to terms that are otherwise defined herein, the following terms shall have the following respective meanings:

"Affordable Housing Cost" shall mean a monthly rent paid by the household legally occupying a Unit, plus a reasonable utility allowance, that does not exceed the following:

- (a) For a Very Low-Income Household, the product of thirty percent (30%) times fifty percent (50%) of the Area Median Income adjusted for family size appropriate for the Unit divided by twelve (12).
- (b) For a Low-Income Household, the product of thirty percent (30%) times sixty percent (60%) of the Area Median Income adjusted for family size appropriate for the Unit divided by twelve (12).
- (c) For a Low-Income Household, the product of thirty percent (30%) times sixty percent (80%) of the Area Median Income adjusted for family size appropriate for the Unit divided by twelve (12).
- (d) For a Median-Income Household, the product of thirty percent (30%) times one hundred percent (100%) of the Area Median Income adjusted for family size appropriate for the Unit divided by twelve (12).

"Affordability Period" shall mean the length of time that this recorded agreement and tenant incomes and rents for the Affordable Housing Units are limited, as described below. This period shall be for fifty-five (55) years from the date the Certificate of Occupancy is issued for the property.

"Affordable Housing Unit" or sometimes "Unit" shall mean one of the one hundred forty nine (149) Below Market Rate rental units, of which all one hundred forty nine (149) units shall be designated to be occupied or made available for occupancy exclusively to an Income-Qualified Household, as defined in this Agreement.

"Annual Income" shall mean the annual income limits established by the California Department of Housing and Community Development; provided, if the Project is financed in whole or in part through the use of low-income housing tax credit program under Section 42 of the Internal Revenue Code ("Tax Credits"), as administered pursuant to the regulations of the California Tax Credit Allocation Committee ("CTCAC") and/or the proceeds of tax-exempt bonds or other obligations the interest on which are exempt from tax under the Internal Revenue Code and which are issued under the volume limitations pursuant to Section 146 of the Internal Revenue Code ("Tax-Exempt Bonds"), then "Annual Income" means the annual income limits established by CTCAC.

"Below Market Rate" or "BMR" shall mean the provision of a dwelling unit at rent levels less than market rates.

"City" shall mean the City of Santa Clara, California.

"Area Median Income" shall mean the annual median income for Santa Clara County, adjusted for household size, as published periodically in the California Code of Regulations, Title 25, Section 6932, or its successor provision; provided, if the Project is financed in whole or in part through the use of Tax Credits, as administered pursuant to the regulations of CTCAC and/or the proceeds of Tax-Exempt Bonds, then "Area Median Income" means the annual median income for Santa Clara County, adjusted for household size, as published periodically by CTCAC.

"Household" shall mean one or more persons occupying a housing unit.

"HCD" shall mean the California Department of Housing and Community Development.

"Income-Qualified Household" shall mean a household with an income that does not exceed the following (except as provided in Section 2(b)(4) below):

- (a) For a Very Low-Income BMR Unit, fifty percent (50%) of the Area Median Income adjusted for family size.
- (b) For a Low-Income BMR Unit, sixty percent (60%) of the Area Median Income adjusted for family size.
- (c) For a Low-Income BMR Unit, eighty percent (80%) of the Area Median Income adjusted for family size.
- (d) For a Median-Income BMR Unit, one hundred percent (100%) of the Area Median Income adjusted for family size.

"Project" shall mean the one hundred fifty (150) unit residential apartment facility located upon the real property described in the Legal Description attached hereto as Exhibit A, inclusive of one hundred forty nine (149) units rented at a Below Market Rate Monthly Rent, as defined below, together with structures, improvements, equipment, fixtures, and other personal property owned by the Developer and located on or used in connection with all such improvements and all functionally related and subordinate facilities.

"Below Market Rate Monthly Rent" or "Monthly Rent" shall mean, for purposes of this Agreement, an amount that is no greater than the following (except as provided in Section 2(b)(4) below):

- (a) For a Very Low-Income Household, thirty percent (30%) of fifty percent (50%) of the Area Median Income divided by twelve (12), and adjusted for household size appropriate for the Unit, less the Utility Allowance.
- (b) For a Low-Income Household, thirty percent (30%) of sixty percent (60%) of the Area Median Income divided by twelve (12), and adjusted for household size appropriate for the Unit, less the Utility Allowance.
- (c) For a Low-Income Household, thirty percent (30%) of eighty percent (80%) of the Area Median Income divided by twelve (12), and adjusted for household size appropriate for the Unit, less the Utility Allowance.
- (d) For a Median-Income Household, thirty percent (30%) of one hundred percent (100%) of the Area Median Income divided by twelve (12), and adjusted for household size appropriate for the Unit, less the Utility Allowance.

"Utility Allowance" shall be based upon schedules issued from time to time by the Santa Clara County Housing Authority, unless a federal standard applicable to the development (such as the Tax Credit program administered pursuant to the regulations of CTCAC) provides for the use of a different utility allowance, in which case the federal utility allowance standard shall apply. The Utility Allowance applies to all tenant-paid costs that are listed on that schedule.

2. Uses

- a. General. The Developer covenants and agrees for itself, its successors, its assigns and every successor in interest to the Project or any part thereof, that the Developer shall use the Project only for residential operation pursuant to all of the terms and conditions of this Agreement. The Project shall consist of one hundred fifty (150) residential dwelling units, one hundred forty nine (149) of which shall be Affordable Housing Units for Very Low Income, Low Income and Median Income-Qualified Households.
- b. Affordability Covenants. The Developer covenants and agrees for itself, its successors, its assigns and every successor in interest to the Project or any part thereof, for a term of fifty-five (55) years, that one hundred forty nine (149) Affordable Housing Units shall be rented or leased to or held available for rental or occupancy by Very Low Income-Qualified Households.

(1) Units Generally.

All the rental Units at Project that shall be designated as Affordable Housing Units and shall be occupied or held available for occupancy by Income-Qualified Households on a continuous basis for the Affordability Period.

(2) Affordable Housing Unit Rents

- (a) Developer agrees it shall not charge or collect from any tenant of an Affordable Housing Unit a monthly amount in exchange for occupancy of the Affordable Housing Unit that exceeds the Affordable Housing Cost applicable to the Affordable Housing Unit. Notwithstanding the foregoing, nothing in this Agreement prohibits Developer from charging tenants of any Affordable Housing Unit any fees or charges which are for services or items that the tenant of the Unit voluntarily signs up for and which are available to all tenants at the Project, and the amount of such fees will be in addition to the applicable Affordable Housing Cost.
- (b) For so long as the Project are encumbered by a Tax Credit and/or Tax-Exempt Bond low-income regulatory agreement, Affordable Housing Cost for the Affordable Housing Units and all rent increases thereafter shall be charged strictly in accordance with the rent schedules published by CTCAC, and the Developer shall provide the City with notice annually of the then-applicable Affordable Housing Cost levels. At any time this Agreement is the sole encumbrance recorded against title to the Improvements setting forth rent and income restrictions for the Affordable Housing Units, the Affordable Housing Cost for the Affordable Housing Units shall be based upon schedules issued from time to time by HUD and modified and published by HCD. At any time this Agreement is the sole encumbrance recorded against title to the Project setting forth rent and income restrictions for the Affordable Housing Units, upon request, City shall notify the Developer of the applicable area rents based on number of bedrooms.
- (c) At any time this Agreement is the sole encumbrance recorded against title to the Project setting forth rent and income restrictions for the Affordable Housing Units rent increases, which may occur not more frequently than annually, shall not exceed the annual increase, if any, in Area Median Income, and Affordable Housing Cost for the Affordable Housing Units exceed the amount derived by the Affordable Housing formula set forth in this Agreement. The City shall receive a copy of all rent increase notices for the designated Affordable Housing Units at least 30 days prior to the new rents taking effect. Rent increases may only be implemented in compliance with applicable law.

(3) Income Qualification of Affordable Housing Unit Tenants

- (a) Developer shall establish and maintain a file for each tenant residing in an Affordable Housing Unit including, at minimum, documents identified below. Developer shall make a good faith effort to verify that the income provided by an applicant in an income certification is accurate.
- (b) For so long as the Project is encumbered by a Tax Credit and/or Tax-Exempt Bond low-income regulatory agreement, determination of income of each Affordable Housing Unit tenant shall be determined and certified

strictly in accordance with the requirements of CTCAC. At any time this Agreement is the sole encumbrance recorded against title to the Improvements setting forth rent and income restrictions for the Affordable Housing Units, the income of each Affordable Housing Unit tenant must be determined and certified prior to occupancy of that unit, using the definition of Annual Income established by the California Department of Housing and Community Development, and the Developer may certify initial income qualification using one of the following two source documentation methods:

- (i) Obtain a written statement from the administrator of a government program under which the household receives benefits and which examines each year the annual income of the household; or
 - (ii) Examine the source documents evidencing annual income for the household. Developer shall use good faith efforts to obtain all applicable source documents to include in the tenant's file: Pay stub for the most recent pay period; Income tax return for the most recent tax year; Income verification form from the applicant's current employer; Income verification form from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either of those agencies; and, any statement documenting unearned income received by the household.
- (c) For so long as the Project is encumbered by a Tax Credit and/or Tax-Exempt Bond low-income regulatory agreement, income of each Affordable Housing Unit tenant shall be determined and certified strictly in accordance with the requirements of CTCAC. At any time this Agreement is the sole encumbrance recorded against title to the Improvements setting forth rent and income restrictions for the Affordable Housing Units, annually, Developer shall determine the income of all tenants residing in an Affordable Housing Unit and Developer may choose to use either of the two methods described above or may obtain from the household a written statement of the amount of the households income and family size along with a signed certification by the tenant that the information is complete and accurate. The certification must state that the household will provide source documentation upon request.
- (d) For so long as the Project is encumbered by a Tax Credit and/or Tax-Exempt Bond low-income regulatory agreement, income limits for Affordable Housing Unit tenant shall be determined and certified strictly in accordance with the requirements of CTCAC. At any time this Agreement is the sole encumbrance recorded against title to the Improvements setting forth rent and income restrictions for the Affordable Housing Units, income limits, adjusted for household size, will be based off of the Area Median Income for Santa Clara County, which is published periodically by HCD and, upon request, City shall notify the Developer of the applicable area median income limits.

(4) Over-Income Tenants in Affordable Housing Units

- (a) For so long as the Project is encumbered by a Tax Credit and/or Tax-Exempt Bond low-income regulatory agreement, determination of over-income tenants and rent charged to such over-income tenants shall be determined and certified strictly in accordance with the requirements of CTCAC, and no resident that occupies a unit subject to a regulatory agreement with respect to the Tax Credits, shall be evicted as a result of such resident being over income except as and when allowed by Federal law, including 26 U.S.C. §42. At any time this Agreement is the sole encumbrance recorded against title to the Improvements setting forth rent and income restrictions for the Affordable Housing Units, subsections (b) and (c) below shall apply.
- (b) Any Affordable Housing Unit tenant whose income no longer qualifies for the Affordable Housing Unit at their current Monthly Rent may continue to reside in the Unit. However, subject to Section 4(b), they must pay rent at the lesser of:
 - i. Thirty percent (30%) of the household annual income, divided by twelve (12), less the Utility Allowance; or
 - ii. The current market rent being charged in a comparable unit not subject to this Agreement.
- (c) Affordable Housing Units occupied by tenants whose income no longer qualifies as an Income-Qualified Household are considered in temporary “non-compliance” with this Agreement. To bring the Affordable Housing Unit back into compliance, the Developer must:
 - (i) Rent the next vacant Unit of the same size (i.e.: 2-bedroom) to an Income Qualified Household for a BMR Unit whose Annual Income would qualify them for the “non-compliant” Affordable Housing Unit at the original level of affordability (i.e., Very Low-Income, Low-Income, Median-Income or Moderate-Income) as the “non-compliant” Affordable Housing Unit (however, using the then current Area Median Income as adjusted for family size). Such Unit replaces the “non-compliant” Affordable Housing Unit; and
 - (ii) Re-designate the original Affordable Housing Unit that was in non-compliance as a market rate unit in Project. The tenants may be charged rents comparable to existing market rate units in the Project.
- c) Subject to the provisions of Section 1(b) above, Developer shall maintain a distribution of the affordable housing units in Exhibit B.

(5) Waiting List for Affordable Housing Units

- (a) Developer shall maintain a written Waiting List of households that have contacted Developer and expressed an interest in an Affordable Housing Unit. That list shall include appropriate contact information for notifying the interested households when a vacancy in an Affordable Housing Unit occurs. Names on the Waiting List will be listed in order of the date of receipt of notice of interest and contact information from the prospective applicant. This Waiting List will be kept in Developer’s offices and shall be available for City review with reasonable notice.

- (b) Subject to Developer's use and application of its customary leasing criteria that is applied to all tenants at the Project (including, without limitation, credit checks, references, etc.), Developer shall select new tenants for the Affordable Housing Units in chronological order (oldest listing first). Developer shall provide evidence of attempts to contact households on the Waiting List.

(6) Lease Provisions

- (a) Tenants in the Affordable Housing Units shall be subject to the same lease document and requirements of tenants in the market rate units, with the exception of those additional stipulations described below. A copy of the Project's standard lease form(s) shall be provided to the City prior to initial occupancy and within thirty (30) days of any changes.
- (b) The lease shall not contain any terms prohibited by applicable law.
- (c) Each lease or rental agreement shall provide that the Developer will not discriminate on the basis of race, creed, color, sex, national origin, ancestry, religion, marital status, disability or receipt of public assistance or housing assistance, or any other characteristic protected by law in connection with the rental of a Unit in Project, or in connection with the employment or application for employment of persons for operation and management of Project, and all contracts, applications and leases entered into for such purposes shall contain similar non-discrimination clauses to such effect.
- (d) The Developer shall not require rental deposits in excess of one-month's rent for any Affordable Housing Unit, but may require refundable deposits for pet damages, and keys, and similar items, consistent with applicable laws.
- (e) The Developer shall include provisions in leases or rental agreements for all Affordable Housing Units which authorize the Developer to immediately terminate the tenancy of any tenant occupying an Affordable Housing Unit where one or more of such tenants have misrepresented any fact material to the qualification of such an individual or household as an Income-Qualified Household, including, but not limited to, persons 18 years of age and older that reside in the household that are not listed on the lease. Each lease or rental agreement for an Affordable Housing Unit shall also provide that the tenants of such Affordable Housing Unit shall be subject to annual certification or re-certification of income, as required by the City, and shall be subject to rental increases in accordance with this Agreement.
- (f) The provisions relating to certification and re-certification of income in the form of lease or rental agreement used by the Developer for the lease or rental of the Affordable Housing Units shall be subject to prior review and approval by the City, the approval of which shall not be unreasonably withheld or delayed.

(7) Initial Leasing, Marketing and Tenant Selection Procedures.

- (a) No later than ninety (90) days prior to the start of accepting applicants, Developer or an Affiliate approved by City of Santa Clara shall prepare and submit to the City for reasonable approval a marketing and outreach program for the Affordable Housing Units ("Marketing") which shall contain, among other things: (i) how a potential Income-Qualified Household would apply to rent an Affordable Housing Unit in the Project, including where to apply, applicable income limits and rent levels; (ii) a description of procedures and media Developer will use to publicize vacancies in Project, including notice in newspapers of general circulation, at least one of which shall be a foreign language newspaper; (iii) provide monthly leasing reports until all one hundred forty nine (149) Affordable Housing Units have been leased up and occupied, and (iv) mailing notices of vacancies to or contacting by telephone potential tenants on the Waiting List maintained by Developer. Marketing of the Affordable Housing Units shall be done through outreach that affirmatively furthers fair housing in accordance with all federal and State fair housing laws.
- (b) A copy of Developer's standard tenant selection procedure, applicable to all Units in Project, shall be provided to the City prior to initial occupancy and within thirty (30) days of any changes. Any special procedures related to tenant selection for an Affordable Housing Unit shall be specified and are limited to procedures reasonably related to implementation of the requirements of this Agreement and in compliant with State Fair Housing regulations
- (c) Developer must give prompt, written notice to any rejected applicant for an Affordable Housing Unit, specifying the grounds for rejection.
- (d) Operating Covenant Agreement. The Developer covenants and agrees to operate Project in conformity with all applicable laws, rules, regulations and ordinances, including without limitation, all applicable federal and state labor standards.
- (e) Obligation to Refrain from Discrimination. There shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, religion, national origin, ancestry, sex, or marital status in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of Project, or any part thereof, nor shall the Developer itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sub-lessees, or vendees of Project.
- (f) Form of Non-discrimination and Non-segregation Clauses. The Developer shall refrain from restricting the rental, sale or lease of Project on the basis of race, color, religion, ancestry, national origin, sex, or marital status of any

person. All such deeds, leases or contracts shall contain or be subject to substantially the following non-discrimination or non-segregation clauses:

(1) In deeds: "The grantee herein covenants by and for himself, his heirs, executors, administrators and assigns, and all persons claiming under or through him, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, religion, ancestry, national origin, sex, or marital status in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee himself or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sub-lessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land".

(2) In leases: "The lessee herein covenants by and for himself, his heirs, executors, administrators and assigns, and all persons claiming under or through him, and this lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, religion, ancestry, national origin, sex, or marital status in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the land herein leased nor shall the lessee himself, or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of tenants, lessees, sub-lessees, subtenants, or vendees in the land herein leased."

(3) In contracts: "There shall be no discrimination against or segregation of any person, or group of persons on account of race, color, religion, ancestry, national origin, sex, or marital status in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee himself or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the lessees, subtenants, sub-lessees or vendees of the land."

3. Monitoring/Annual Report

(a) Not later than ten (10) days prior to the commencement of marketing, Developer shall assign a single person as Project Manager, who shall have overall responsibility for the progress and execution of this Agreement. Subsequent to that assignment, Developer shall notify City of any change in the name and/or contact information of the Project Manager.

- (b) Once leasing at the Project has commenced, the Developer for itself, its successors, its assigns and every successor in interest to Project or any part thereof, covenants and agrees to submit to the City an annual report (the "Annual Report"). The first Annual Report shall be due one year after leasing at the Project has commenced. The Annual Report format shall be approved by the Housing & Community Services Division Manager and shall include a signed and certified statement of its accuracy upon annual submission to the City.
- (c) The Developer shall submit the Annual Report on or before September 30 of each year following the fiscal year (Period July 1 to June 30) covered by the Annual Report and a certified statement by Developer that to the knowledge of the Developer, no default has occurred under the provisions of this Agreement.
- (d) The City has a standard reporting form which consists of two parts: Part I, information on tenants in residence on June 30 of the reporting year; Part II, information on tenants who moved in and out during the reporting year. The City has a standard form for income/rent reporting. A reasonable facsimile, pre-approved by the City may be substituted as long as it contains all the required information. For each Affordable Housing Unit, the following information is required (based on tenants in residence as of June 30):
 - (1) Apartment Number or other unit designation.
 - (2) Number of bedrooms.
 - (3) Household Size.
 - (4) Tenant Income (certified annually).
 - (5) Tenant-Paid Rent.
 - (6) Rent Subsidy, if any (e.g., Section 8 or other third party voucher).
 - (7) Explanation of any change in the designated affordable units, and reason for change that occurred in the previous fiscal year (July 1 to June 30).
- (e) Developer shall provide, within thirty (30) days of request, additional information concerning the Affordable Housing Units and/or Unit Allocation reasonably requested by the City in writing. The City shall have the right to examine and make copies of all books, records or other documents maintained by Developer or by any of Developer's agents that pertain to any Affordable Housing Unit and/or this Agreement.
- (f) Developer shall pay City on an annual basis, on or before July 1st of each year following the issuance date of the Certificate of Occupancy for the building, a multi-family monitoring fee per Affordable Housing Unit (the "Monitoring Fee"). The Monitoring Fee is published in the City's Municipal Fee Schedule and updated from time to time.

4. Enforcement

The City of Santa Clara is deemed to be the beneficiary of the terms and provisions of this Agreement and the covenants herein, both for and in its own right and for the purposes of protecting the interests of the community and other parties, public or

private, for whose benefit this Agreement and the covenants running with the land have been provided. The City shall have the right if any covenants set forth in this Agreement are breached, to exercise all available rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it is entitled. No remedy herein conferred upon or reserved by the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of such right or power, but any such right or power may be exercised from time to time and as often as City may deem expedient. In order to entitle the City to exercise any remedy reserved to it in this Agreement, it shall not be necessary to give any notice, other than such notice as may be herein expressly required or required by law to be given.

Developer agrees that, if a breach is not cured within thirty (30) days after written notice by City is provided to Developer, or if such breach cannot be reasonably cured within the thirty (30) day period and Developer has not commenced the curing of such Default, then City shall have all rights and remedies at law or in equity to enforce the curing of such Default.

Additionally, if Developer collects rents from Income-Qualified Households occupying the Affordable Housing Units that require such Income-Qualified Household tenants to pay rent in excess of what is permitted pursuant to this Agreement, and to the extent such excess rents are not required to be reimbursed to the tenants of such Affordable Housing Units, Developer agrees and covenants to reimburse such tenants within ten (10) business days of City's written demand, provided if such tenants cannot be located then the Developer shall pay to the City the full amount of such excess to the City. Developer and City agree that the payment of such excess rent shall be in addition to City's rights and remedies at law or equity.

If the City provides Developer with a written notice of violation of this Agreement and Developer has not cured or responded to such notice of violation within ninety (90) days, then in addition to City's rights and remedies set forth herein, City shall thereafter have the right to impose a fine of \$150 per month per non-compliant unit until Developer has cured or responded to the notice of violation. Developer shall pay such fine within thirty (30) days of City's written demand.

5. Defaults

Failure or delay by Developer to perform any material obligation set forth in any term or provision of this Agreement, if such failure or delay is not cured within thirty (30) days after written notice by City to Developer, or if such failure or delay cannot be reasonably cured within the thirty (30) day period and Developer has not commenced curing the same, then such failure or delay constitutes a default.

- (a) The City shall give written notice of default to the Developer, specifying the default. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default.
- (b) Any failures or delays by the City in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by the City in asserting any of its rights and remedies shall not deprive the City of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.
- (c) If a non-monetary event of default occurs, prior to exercising any remedies hereunder, City shall give Developer notice of such default. If the default is reasonably capable of being cured within thirty (30) days, Developer shall have such period to effect a cure prior to exercise of remedies by the City. If the default is such that it is not reasonably capable of being cured within thirty (30) days, and Developer (1) initiates corrective action within said period, and (2) diligently and in good faith works to effect a cure as soon as possible, then Developer shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by City. In no event shall City be precluded from exercising remedies if its remedies become or are about to become materially jeopardized by any failure to cure a default or the default is not cured within ninety (90) days after the notice of default is first given.
- (d) Developer shall not be in Default where Developer's performance under this Agreement is affected by force majeure. In the context of these terms and conditions, "force majeure" is any event that the Developer could not, even with due care, reasonably foresee or avoid. These events include but are not limited to war, threat of war, riot, civil commotion or strife, hostilities, industrial dispute, natural disaster, fire, acts of god, terrorist activity, nuclear disaster, adverse weather, government action, City caused delays, delays caused by third parties, technical problems with transportation or other events outside the Developer's control.

6. Indemnification

The Developer shall indemnify, hold harmless and defend the City, and its officers, officials, appointees, employees and agents from and against (a) any Default by Developer under this Agreement; (b) any and all loss, costs, damages, actions and liabilities of whatever nature directly or indirectly resulting from or arising out of the design, construction, occupancy or ownership of Project or any written statement or representation provided to the City, or to prospective or actual tenants or purchasers of Project with respect to the Developer's performance hereunder. The foregoing obligations of Developer shall exclude claims, loss, costs, damages, actions and liabilities to the extent arising from City's gross negligence, willful misconduct or breach of this Agreement by the City. If any such claim is asserted, or any such impositions or charges are sought to be imposed, the City shall give prompt notice to Developer and Developer shall have the sole right and duty to assume, and will assume, the defense thereof, with full power to litigate, compromise and settle the

same in its sole discretion, provided that the City shall have the right to review and reasonably approve or disapprove any such settlement or compromise if (1) such settlement or compromise would require the City to pay any money in connection with such settlement; or (2) the City would remain a litigant after such settlement or compromise is entered into. In addition, Developer shall pay upon demand all of the reasonable expenses paid or incurred by City in enforcing the provisions hereof.

7. General Provisions

(a) City as Beneficiaries

- (1) All covenants and conditions contained in this Agreement shall be covenants running with the land, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by the City, and their respective successors and assigns, against the Developer and its heirs, legatees, devisees, administrators, executors, successors and assigns.
- (2) In amplification and not in restriction of the provisions set forth hereinabove, it is intended and agreed that the City shall be deemed beneficiary of the covenants provided for in this Agreement, both for and in its own right and also for the purposes of protecting the interests of the community. All covenants set forth herein without regard to technical classification or designation, shall be binding for the benefit of the City, and such covenants shall run in favor of the City for the entire period during which such covenants shall be in force and effect, without regard to whether the City is or remains an owner of any land or interest therein to which such covenants relate. City shall have the right, in the event of any material breach of any such covenant or condition, to exercise all the rights and remedies, and to maintain any actions at law or suit in equity or other proper proceedings to enforce the curing of such breach of covenant or condition.

(b) Irrevocability; Term of Agreement

This Agreement shall be irrevocable by the Developer, its successors and assigns to the Property or any portion thereof. The covenants against discrimination set forth above shall remain in effect in perpetuity. All other covenants contained in this Agreement shall remain in effect for the Affordability Period.

(c) Amendment of Agreement

Only the City, its successors and assigns, and the Developer, and the heirs, legatees, devisees, administrators, executors, successors and assigns of the Developer in and to the fee title to Project (or portion thereof) shall have the right to consent and agree to changes in, or to eliminate in whole or in part, any of the covenants or conditions contained in this Agreement, or to subject the Property or any Affordable Housing Unit to additional covenants or conditions, without the consent of any renter, lessee, easement holder, licensee, or any other person or

entity having an interest less than a fee in Project (or portion thereof) or any Affordable Housing Unit.

(d) Severability

The provisions of this Agreement shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision shall not affect the validity or enforceability of any other provision.

(e) Interpretation

The provisions of this Agreement shall be liberally construed and interpreted to effectuate its purposes. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

(f) Applicable Law

This Agreement and the lien created hereby shall be governed by and construed according to the laws of the State of California.

(g) Number, Gender and Headings

As used in this Agreement, the singular shall include the plural and the masculine shall include the feminine and the neuter, unless the context requires the contrary. All headings are not a part hereof, and shall not affect the interpretation of any provision.

(h) Notices

Formal notices, demands and communications between the City and the Developer shall be sufficiently given if dispatched by first class mail, registered or certified mail, postage prepaid, return receipt requested, or by electronic facsimile transmission followed by delivery of a "hard" copy, or by personal delivery (including by means of professional messenger service, courier service such as United Parcel Service or Federal Express, or by U.S. Postal Service) to the principal offices of the City and the Developer, as follows:

City of Santa Clara
Housing & Community Services Division
1500 Warburton Avenue
Santa Clara, California 95050
Attn: Division Manager

[INSERT NOTICE FOR ZAEN PARTNERS]
ZAEN Partners, LLC
c/o Ensemble Investments
444 West Ocean Boulevard, Suite 650
Long Beach, CA 90802

Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail as provided in this Section.

(i) Rights and Remedies Are Cumulative

The rights and remedies of the City with respect to the enforcement of the obligations contained in this Agreement are cumulative, and the exercise by the City of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default hereunder.

(j) Dispute Resolution

(1) Any controversies between the City and Developer 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.

(2) 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.

(3) The costs of mediation shall be borne by the parties equally.

(4) Mediation under this Section is a condition precedent to filing an action in any court. In the event of litigation or mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorneys fees, expert witness costs and cost of suit, regardless of the outcome the litigation.

(k) Counterparts

This instrument may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages of one or more counterpart copies may be removed from such counterpart copies and all attached to the same copy of this Agreement, which, with all attached signature pages, shall be deemed to be an original Agreement.

(l) Mortgagee Protection. No breach of this Agreement shall defeat or render invalid the lien of any deed of trust or mortgage recorded against the Project. No lender taking title to the Project through foreclosure or deed in-lieu of foreclosure shall be liable for any defaults or monetary obligations of Developer arising prior to acquisition of possession of the Project by such lender. Any lender who has recorded a deed of trust or mortgage against the Project shall have the right, but not the obligation, during the same period available to Developer to cure or

remedy, or to commence to cure or remedy, the condition of default claimed or the areas of noncompliance set forth in City's notice. No lender who takes title to the Project through foreclosure or deed in-lieu of foreclosure shall be obligated to construct or continue with construction of the Project.

[signatures appear on following page]

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date first set forth above.

**CITY OF SANTA CLARA, CALIFORNIA,
a chartered California municipal corporation**

APPROVED AS TO FORM:

BRIAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager

Date: _____

“CITY”

**ZAEN Partners, LLC
a California Limited Liability Company**

By: [Rethink Entity], a California limited liability company, its co-general partner

By: _____
Steve Edwards

By: [Ensemble Entity], a California limited liability company, its managing general partner

By: _____
Tyson Sayles

Local
Address: 444 W. Ocean Boulevard, Suite 560, Long Beach, CA
Email
Address: TSayles@ensemble.net
Telephone: (562) 628-0587
Fax: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of)

On _____ before me, _____,
personally appeared _____, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of)

On _____ before me, _____,
personally appeared _____, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

LEGAL DESCRIPTION

The land referred to herein below is situated in the City of Santa Clara, County of Santa Clara, State of California and is described as follows:

Parcel 9, as shown on that certain map filed on February 27, 1976 in book 368 of maps, at pages 14 and 15 in the Santa Clara County Records.



City of Santa Clara

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

Agenda Report

20-279

Agenda Date: 2/25/2020

SUBJECT

Verbal Report from City Clerk regarding March 2020 Election [Council Pillar: Enhance Community Engagement and Transparency]



Agenda Report

20-1476

Agenda Date: 2/25/2020

REPORT TO COUNCIL

SUBJECT

Public Hearing: Adoption of a Resolution Ordering the Abatement of a Nuisance Consisting of Growing Weeds in Association with the County Weed Abatement Program for 2019-2020 [Council Pillar: Enhance Community Engagement and Transparency]

BACKGROUND

On January 28, 2020, the Council adopted a resolution declaring weeds a nuisance in accordance with Chapter 8.15 of the City code, setting February 25, 2020 as the Public Hearing for citizens to bring forward their concerns or objections to the Weed Abatement Program.

The City of Santa Clara contracts with the Santa Clara County Agricultural Commissioner's Office Weed Abatement Program to manage the inspection and abatement of noncompliant parcels within the City of Santa Clara. A list of City parcels in the program is published annually by the County in the form of the 2020 Weed Abatement Commencement Report. A copy of this report is available in the City of Santa Clara City Clerk's Office as well as on the City website.

DISCUSSION

The objective of the City's Weed Abatement program is to eliminate fires whenever possible, and to reduce the severity of such fires where they cannot be eliminated. Each year, improperly managed vegetation is the cause of destructive fires that adversely impact communities throughout the State. In cooperation with the City of Santa Clara, the Santa Clara County Agricultural Commissioner's Office has developed regulations governing hazardous vegetation which can be found on the County's website.

The abatement process is most often initiated by members of the community, or by City staff proactively making referrals. Once inspection personnel verify that a hazard exists, the hazardous condition is documented, and the noncompliant parcel recorded. Following the inspection, the property owner is responsible for removing the hazard(s). If the property owner does not voluntarily abate the noted hazard(s) within the designated 15 day period, the work will be completed by the County of Santa Clara Abatement contractor. The cost of the abatement work and administrative oversight will be included as a special assessment on the property owner's property tax bill.

Property owners that fail to abate their own properties are placed in the abatement program for a 3 year term in order to ensure ongoing compliance. For each year in the program the property owner will be subject to an annual inspection fee. If no hazards are found and/or abated by the County during that 3 year term, the property will be removed from the program.

The public hearing provides an opportunity for the property owner to raise any objections.

ENVIRONMENTAL REVIEW

Santa Clara County has determined the Weed Abatement Program to be categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to Guideline 15308.

FISCAL IMPACT

The County's cost for the destruction or removal, including administrative fees, will be assessed upon the lot or land from which weeds have been destroyed or removed, and such costs shall constitute a lien upon said lots until paid, or will be collected upon the next tax roll when general municipal taxes are collected. In accordance with the 2016 ninth amendment to the agreement, if the tax assessments are insufficient to cover the costs of the program, the County will invoice the City for their pro-rata share of the programs' shortfall every December. To date, the County has been able to recover all costs. At this time, there is no fiscal impact to Fire Department's budget.

COORDINATION

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

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library. The notice of Public Hearing was published in the Santa Clara Weekly newspaper on February 2, 2020 and February 12, 2020 in accordance with SCCC 8.15.080.

RECOMMENDATION

Adopt a Resolution ordering the abatement of a nuisance consisting of growing weeds in the City.

Reviewed by: Ruben Torres, Fire Chief

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Resolution Ordering the Abatement of Weeds

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA
ORDERING THE ABATEMENT OF A NUISANCE CONSISTING OF
GROWING WEEDS IN THE CITY OF SANTA CLARA**

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

WHEREAS, at a public hearing on February 25, 2020, the City Council of the City of Santa Clara ordered the abatement of weeds growing in the City of Santa Clara, which was previously declared a nuisance on January 28, 2020, in the manner provided in Chapter 8.15 of the Santa Clara City Code;

WHEREAS, the City has entered into an agreement with the County of Santa Clara entitled, "Agreement between the County of Santa Clara and the City of Santa Clara for Abatement of Weeds," most recently amended on December 13, 2016, a copy of which is on file in the Office of the City Clerk;

WHEREAS, in accordance with Chapter 8.15 of the Santa Clara City Code and Resolution No. 7286 of the City of Santa Clara, the Agricultural Commissioner of the County of Santa Clara ("County Agricultural Commissioner") has given notices prior to the abatement of the nuisance by the City; and,

WHEREAS, no protests have been received by the City Council protesting the abatement of the nuisance, so the County Agricultural Commissioner should abate the nuisance of weeds growing in the City of Santa Clara.

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

1. That the County Department of Agriculture abates the nuisance in the manner provided by the ordinances, rules and regulations of the City. The County Department of Agriculture is hereby directed to give notice by mail to the owner or owners of each individual parcel of land upon which weeds will be abated by the City at least fifteen (15) days before abatement. The notice shall be given by mail, addressed to the owner at their last known address, as shown on

the last County equalized assessment roll. If the address of the owner is unknown, then the notice shall be sent to the owner by mailing it via the Fire Marshal's Office at 1675 Lincoln Street, Santa Clara, CA 95050. Meanwhile, and before the expiration of the ten-day period, any owner may voluntarily abate the nuisance.

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

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE ____ DAY OF _____, 2020, 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

20-1369

Agenda Date: 2/25/2020

REPORT TO COUNCIL

SUBJECT

Action on a Resolution Adopting the Santa Clara Pedestrian Master Plan [Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure]

EXECUTIVE SUMMARY

The City has been working to develop its first Pedestrian Master Plan (Plan) which establishes a long-term vision for improving walking as an active transportation option in Santa Clara. With a strategy to improve and expand the existing public pedestrian network, the Plan establishes a foundational vision, goals, objectives, and policies to improve pedestrian mobility. The Plan recommends 382 projects to improve the pedestrian environment within the nine priority pedestrian zones that are being established.

These proposed projects have been prioritized based on criteria to guide the City as it improves this transportation mode for all ages and abilities. It is important to note that this is a master plan and does not guarantee funding or that all projects included in it will be constructed in accordance with the approved Plan. There is the potential that the City may not elect to move forward with some projects, or the City may modify projects that are shown in the Plan. The Plan was completed with significant community participation and feedback, most notably with the support of the City's Bicycle and Pedestrian Advisory Committee (BPAC).

BACKGROUND

In December 2017, the City of Santa Clara received a California Department of Transportation (Caltrans) Sustainable Communities grant to prepare its first Pedestrian Master Plan (Attachment 1). On August 21, 2018, the City Council approved an agreement for design professional services with Alta Planning & Design (Alta) to assist the City with preparing the Plan. The City and Alta first developed a workplan strategy focused on the following five project phases: 1) Vision, Goals, Objectives, Policies, and Existing Conditions; 2) Outreach and Needs Assessment; 3) Recommendations; 4) Draft Plan Preparation; and, 5) Final Plan Preparation and Completion.

The Plan took approximately a year and a half to complete and was coordinated with the City's BPAC, Senior Advisory Commission, Americans with Disabilities Act (ADA) Committee and the public. The Plan has been a regular agenda item on Santa Clara's BPAC Agenda, with the BPAC providing input and feedback on deliverables that were integrated into the Plan at four separate BPAC meetings. On October 28, 2019, the BPAC reviewed the final draft of the Plan and voted to recommend that City Council consider adoption.

This Plan integrates well with the recently adopted Santa Clara Bicycle Plan Update 2018 and is being coordinated with the ADA Transition Plan Project. Information within the Plan related to curb ramps and sidewalks will feed into the ADA Transition Plan and goals and policies from the Bicycle

Plan were also considered.

Adopting this Plan will allow the City to apply for grant funds such as the One Bay Area Grant program or the Active Transportation Program (ATP) administered through the Metropolitan Transportation Commission (MTC) in order to be able to implement the Plan. Additionally, the Plan will promote and advance the City's Complete Streets Policy, which has a goal of creating and maintaining streets that provide safe, comfortable, and convenient travel along and across streets through a comprehensive integrated transportation network that serves all categories of users, including pedestrians.

DISCUSSION

The Plan is intended as a long-range planning document striving towards a more walkable Santa Clara and providing the community an alternative mode of travel other than the automobile. Building comfortable, safe, and active pedestrian spaces increases the communities' access to local destinations such as transit and schools, creates opportunities for physical activity, and builds a comprehensive pedestrian network for the community. The Plan is consistent with the City's General Plan, specifically Policy 5.1.1-P15 which states, "Prior to 2023, update the Bicycle and Pedestrian Master Plan to support the City's vision for improving walkability and pedestrian safety, including identification of potential funding opportunities for implementation."

The Plan is divided into six main chapters:

Chapter 1, *Santa Clara Today*, provides an inventory of present-day walking facilities and pedestrian programs in Santa Clara. In addition, locations with high pedestrian demand are counted and summarized.

Chapter 2, *Vision, Goals, Objectives, and Policies*, captures the vision, goals and policy framework for the plan.

Chapter 3, *Outreach*, describes the variety of outreach methods used to engage the community and solicit input on walking needs and barriers in Santa Clara.

Chapter 4, *Needs Analysis*, describes the process used to identify the locations with the greatest pedestrian needs throughout the City using the four components of walkability: pedestrian safety, pedestrian comfort, convenience, and walkable land uses. Nine priority pedestrian zones were identified within the City through this process.

Chapter 5, *Recommendations*, contains an overall list of pedestrian infrastructure improvements on existing City streets that are recommended within the nine priority pedestrian zones identified in the Plan. In addition, pedestrian-related programs are recommended to compliment the proposed infrastructure improvements.

Chapter 6, *Implementation*, presents a prioritized list of individual infrastructure improvements, including evaluation criteria. This section also discusses potential funding sources which could be used to implement the plan.

Highlights from each Chapter of the Plan include:

Santa Clara Today

Existing Pedestrian Network: The Plan presents information about the existing network of pedestrian infrastructure within Santa Clara. It provides an inventory of the number of sidewalks and curb ramps currently in the City, as well as enhanced pedestrian crossing infrastructure such as Pedestrian Hybrid Beacons and Rectangular Rapid Flashing Beacons (RRFB). The Plan notes that 73 percent of City streets have sidewalks on both sides and that 47 percent of City intersections have curb ramps. Currently, there are ten Pedestrian Hybrid Beacons also known as a High-Intensity Activated Crosswalk (HAWK) beacon and six RRFB's installed within the City. These pedestrian crossing devices can only be installed after the City completes a Traffic Engineering Study and when traffic warrants are met.

Walking Trips: Based on 2018 census survey information, walking to work as a transportation mode share was 3.7 percent. However, there are areas within Santa Clara that have higher walking mode share such as adjacent to Santa Clara University and the Caltrain station. In 2018, the walking mode share near the university averaged approximately 22 percent.

Current Programs: There are several current programs within the City that support walking as a transportation option. These programs focus on the "six E's" approach of Engineering improvements, Education, Encouragement, Equity, Enforcement and Evaluation. Some examples of these programs are: Safe Routes to School and School Crossing Guards. In addition, supporting an active and engaged BPAC within the City's governmental structure provides important community feedback and encourages walking advocacy, which aides in the City's efforts to improve walking.

Pedestrian Counts: Pedestrian counts were conducted in June 2019 at 11 locations throughout the City where a high pedestrian demand was anticipated. The counts varied from 296 to 1,853 pedestrians a day at locations such as the intersection of El Camino Real and Railroad Avenue and at the San Tomas Aquino Creek Trail (Agnew Road crossing).

Vision, Goals, Objectives, and Policies

The Plan establishes the City's vision, goals, objectives, and policies as it relates to walking as a viable transportation alternative in the City of Santa Clara. Presented below are the highlights of each.

- Vision: The vision statement included within the Plan states, "*Make Santa Clara a walkable community that provides a comprehensive network of safe, convenient, and comfortable pedestrian routes for people of all ages and abilities.*"
- Goals: To realize this vision, the Santa Clara pedestrian environment will be characterized by meeting the following five goals:
 - Safe: Design pedestrian environments that are accessible and reduce the risk of pedestrian-involved collisions.
 - Comfortable: Identify pedestrian improvements that create an easy-to-navigate and comfortable pedestrian environment.
 - Convenient: Coordinate future land use efforts that will provide more mobility options for people in Santa Clara to include walking for their utilitarian trips.
 - Active: Develop lively and unique pedestrian spaces that sustain healthy communities and generate economic activity.

- Implementable: Identify, develop, and maintain a complete and convenient pedestrian network.
- Objectives and Policies: The Plan establishes objectives and policies that support the goals listed above. For each goal, one or more objectives are listed with accompanying policies to support the success of each objective. Overall, there are 13 objectives supported by 46 proposed policies. The 13 objectives are listed below, and the supporting policies can be found in Chapter 2 of the Plan.
 - Reduce the risk of pedestrian-involved collisions
 - Improve accessibility of the pedestrian environment for people with disabilities
 - Create pedestrian-friendly crossings
 - Provide and maintain amenities along sidewalks, subject to funding, that provide opportunities for shade, rest, and visual interest to create an enjoyable and attractive walking environment
 - Provide pedestrian-scale lighting to promote attractive, distinctive, and safe pedestrian environments
 - Promote the benefits of increased walking
 - Implement vehicular traffic calming to increase pedestrian comfort
 - Integrate walkability concepts into comprehensive planning processes
 - Integrate the outcomes of the Santa Clara Community Placemaking process with other City processes
 - Develop and foster ground-floor land uses that benefit the pedestrian experience
 - Create opportunities to integrate public health outcomes into pedestrian projects, such as walking campaigns for larger events
 - Obtain funding for all high priority project recommendations from the Plan by 2027
 - Conduct ongoing planning and evaluation for pedestrian facilities

Establishing vision, goals, objectives, and policies for the Plan provided the framework by which the remaining contents of the Plan were developed.

Outreach

Community engagement was a major component of developing the Plan and a variety of outreach opportunities were used to seek input from stakeholders. The process also included coordination and feedback from City of Santa Clara Committees/Commissions such BPAC, Senior Advisory Commission, Americans with Disabilities Act Committee, Youth Commission, and Parks and Recreation Commission. The following outreach methods were implemented over the course of the process:

- Social media posts (i.e., Twitter, Facebook, Nextdoor, Channel 15)
- City Manager Bi-Weekly Blogs
- Community workshops (3)
- Pop-up events (4)
- City walking tours (3)
- Safe Routes to School walking audits (2)
- Online interactive survey and mapping tool
- City website

By reaching out to stakeholders, the City was able to obtain valuable community input that supported the development of the Plan's Vision, Goals, Objectives, and Policies related to walking in the City. Additionally, the community identified walking needs as well as barriers to walking in Santa Clara and provided feedback on the draft project and program recommendations included within the Plan.

Needs Analysis

While there are various locations that need pedestrian improvements throughout the City, the needs analysis process focused on identifying the locations with the greatest need. The analysis looked at four components of walkability throughout the City: pedestrian safety, pedestrian comfort, convenience, and walkable land uses. A summary of each component of walkability is presented below:

Pedestrian Safety: Between 2014 and 2018, there were 160 pedestrian-involved collisions in Santa Clara, with ten pedestrian fatalities. However, the number of pedestrian-involved collisions has been declining every year since 2012. The number of pedestrian-involved collisions increases during evening rush hour (5 p.m.) and 58 percent of them occur within a street intersection. Over three quarters of all pedestrian crashes took place south of the Caltrain line. Many of the intersections with multiple pedestrian crashes are located along El Camino Real. Other noteworthy corridors associated with pedestrian collisions are Monroe Street, Lafayette Street, and Kiely Boulevard.

Pedestrian Comfort: Pedestrian comfort relates to how pleasant of a walking experience a person has along their walking route. Factors taken into consideration are the presence of curb ramps and sidewalks, barriers encountered along the route such as poor lighting, challenging crossings, uneven or obstructed sidewalks, speed of traffic, and type of roadway. Areas identified as having low comfort for pedestrians include the El Camino Real corridor, Kiely Boulevard corridor, areas near Homestead Road and Los Padres Boulevard east of Central Park, and residential areas south of Montague Expressway and east of Lafayette Street.

Convenient Access: The Plan analyzed walking access to key neighborhood-serving destinations such as neighborhood shopping centers, schools, parks, libraries, and transit centers. A five-minute walk is considered a reasonable distance for people to reach their destination before they consider other travel modes. Areas within the City that are important for promoting walking-length trips to neighborhood-serving destinations include:

- *Montague Neighborhood:* This neighborhood provides access to a high density of parks, schools, and the Northside Branch Library.
- *El Camino Real:* El Camino Real, especially between Kiely Boulevard and Scott Boulevard, has a high number of public-identified walking destinations.
- *Downtown Santa Clara:* The area surrounding Santa Clara University has the highest access to community-serving destinations and transit in the city.
- *Saratoga Creek:* Residential areas on either side of Saratoga Creek can use walking routes to access parks and schools in the area.
- *Central Park:* The neighborhoods surrounding Central Park can access Central Park, Central Park Library, and nearby schools.

Walkable Land Uses: A mix of different land uses can be found within Santa Clara, but not every area is suited to become a denser walkable area with a mix of residential, retail, and services. Some areas

within the city where walking is currently supported or could be further enhanced include the following:

- *Downtown Santa Clara*: The shorter street blocks in this area surrounding the University creates a connected and permeable pedestrian environment. Pedestrian permeability refers to creating an environment with shorter, more direct, and connected pedestrian access to destinations.
- *Central Santa Clara*: Block lengths increase slightly west of the downtown area, but the mix of high density residential and commercial uses allows people to access daily goods and services by foot.
- *West El Camino Real*: If approved, the El Camino Real Specific Plan will likely identify the intensification of land uses along this roadway. Additionally, this specific plan will focus on how to increase pedestrian permeability and walkability for the neighborhoods within walking distance to this corridor.
- *Lawrence Station Area*: The anticipated transit-oriented development around the station focuses on providing a pedestrian-friendly environment.
- *Tasman East/Related Santa Clara*: The area within and surrounding the Tasman East Specific Plan will have a pedestrian focus that supports proposed retail uses in addition to surrounding transit such as the Lick Mill Station.
- *City North*: The Patrick Henry Specific Plan effort will provide a focus on the pedestrian environment surrounding Mission College and along Great America Parkway.

After considering the four components of walkability discussed above, the needs analysis identified nine priority pedestrian zones needing the most improvement to pedestrian safety and comfort and having the most potential to become denser walkable nodes close to community destinations. The nine zones are listed below and shown in Attachment 2:

- Rivermark Lickmill Area
- Downtown/University Area
- Central Santa Clara Area
- Central Park/Kiely Boulevard
- Saratoga Creek Area
- El Camino Real West
- El Camino Real Central
- El Camino Real East
- Scott/Monroe Area.

The project recommendations for this Plan are centered around these nine zones. While the Plan prioritizes investment in these zones, the City will continue to invest opportunistically and respond to needs outside of these zones as well.

Recommendations

Based on the needs and opportunities identified through the evaluation of existing conditions, community input, and data-driven analysis, a recommended pedestrian network is proposed with the Plan. The recommendations are either classified as “Citywide” or “Spot/Targeted” improvements. The recommendations for these two sections of the Plan are presented below:

Citywide Recommendations: These types of recommendations describe larger Citywide initiatives that should be pursued throughout Santa Clara. The following are the five recommended Citywide initiatives included with the Plan:

- 1) *Vision Zero*: Adopt a Vision Zero Policy by 2024. Vision Zero is a framework that evaluates roadway design, speeds, behaviors, technology, and policies and sets an action plan to achieve the shared goal of zero fatalities and severe injuries.
This is also a Citywide Recommendation within the City's recently adopted Bicycle Plan Update 2018 as this would benefit both bicyclists and pedestrians.
- 2) *Safe Routes to School*: Develop a City Safe Routes to School Plan that creates a vision and outlines infrastructure and programmatic recommendations. Safe Routes to School promotes walking and bicycling to school in a safe and supportive environment through education and encouragement activities.
The City currently has a Safe Routes to School Program and the program helps to identify infrastructure needs around schools within the City. However, a Safe Routes to School Plan can compile all the infrastructure projects identified through our Safe Routes to School Program and prioritize them and provide cost estimates for each of the projects.
- 3) *Placemaking and Land Use Planning*: Follow Santa Clara's Community Placemaking Process when developing Specific Plans and updating the General Plan. This process is managed by the Community Development Department and allows the community to have a larger role in the design and development of their public spaces.
- 4) *Wayfinding*: Develop a wayfinding plan for priority pedestrian zones. Well-crafted wayfinding systems encourage people walking to go that extra mile, explore new areas, and foster a sense of place.
- 5) *Lighting*: Review the potential for updating street light guidelines and light level goals that meet or exceed current American National Standard Institute (ANSI)/Illuminating Engineering Society (IES) recommended best practices for roadway lighting.

These initiatives would require additional resources to implement and would be dependent on outside funding (i.e. grant opportunities).

Targeted Improvements (also referred to as "Spot Improvements" in the Plan): In addition to Citywide recommendations, the Plan provides recommendations for targeted improvements where there are specific walking challenges identified through the Plan development process. These improvements are referred to as "Spot Improvements" and can be classified as crossing improvements, signal improvements, or transit stop improvements. A pedestrian recommendation "toolbox" was developed, which discusses what type of improvements should be considered under each classification. For example, in relation to crossing improvements, a curb ramp can be recommended at a spot location. For signal improvements, a pedestrian countdown signal can be recommended, while a transit waiting area improvement can be recommended under transit stop improvements. Each specific location will require an engineering study and staff may elect to not utilize the "toolbox" if the specific situation warrants an alternate improvement. Attachment 3 provides the different types of infrastructure improvements contained within the pedestrian "toolbox".

The Plan recommends 112 spot improvements located at intersections within the nine pedestrian priority zones. It should be noted that improvements recommended at the intersections can be a combination of crossing, signal, and/or transit stop improvements. For example, at the intersection of Lick Mill Boulevard and Tasman Drive within the Rivermark Lickmill Area pedestrian priority zone,

both signal and transit stop improvements are recommended. Attachment 4 provides the location and the recommendation for each of the spot improvements within each of the nine pedestrian priority zones. The legend for each map within Attachment 4 identifies what type of improvement is recommended at each spot location. A more detailed explanation of what type of improvement is recommended at each of the 112 spot improvements can be found in Attachment 5.

Besides spot improvements at intersections, the Plan also recommends installing sidewalk and curb ramps where they are missing within the pedestrian priority zones to close gaps and complete the pedestrian network. The locations of where these types of facilities should be installed are also shown in Attachment 4.

In summary, the Plan recommends a total of 382 projects (112 spot improvements, 243 curb ramp improvements, and 27 sidewalk improvements) with an estimated construction cost of approximately \$194 million in 2019 dollars.

Implementation

Priority Projects: To assist the City in evaluating and prioritizing projects that generate the greatest value at the lowest cost, the Plan establishes the following six evaluation criteria: 1) safety/collision reduction, 2) pedestrian comfort, 3) destination accessibility, 4) community identified need, 5) consistency with other plans, and 6) feasibility. A more detailed description of each criteria is included on page 79 of the Plan. Based on scoring, projects were ranked as either high priority, medium priority, or lower priority. When evaluated against the six criteria, 79 of the total 382 recommended projects in the Plan were considered high priority projects. Of the 79 high priority projects, 38 are curb ramp projects, 10 are sidewalk corridor projects and 31 are spot improvements. The 79 high priority projects would result in improvements with an estimated construction cost of approximately \$60 million in 2019 dollars. The Plan recommends a goal that funding for all the high priority projects be obtained by 2027. Attachment 6 provides an overall summary of the high priority projects.

It is important to note that this is a Master Plan and does not guarantee funding or guarantee all projects included in it will be constructed in accordance with the approved Plan. There is the potential that the City may not elect to move forward with some projects, or the City may modify projects that are shown in the Plan. In addition, projects would also need further study and analysis before implementation as discussed in the Plan.

Funding Recommendations: The Plan identifies several funding strategies to support completion of the proposed pedestrian network expansion. While most of the strategies involve receiving grants from other local, state, or federal agencies, the Plan does identify private development opportunities as an additional means to support build out of the Plan.

ENVIRONMENTAL REVIEW

The adoption of the Plan is exempt from the California Environmental Quality Act (CEQA) review pursuant to Section 15262 of the California Public Resource Code. This is a planning document and future environmental action will be considered for each project contained within the Plan.

FISCAL IMPACT

There is no immediate fiscal impact resulting from adoption of the Plan. However, by adopting this Plan, the City will increase its eligibility for grant funds to implement pedestrian projects within the City. It is important to note that there will be a future cost associated with implementing each of the

proposed improvements contained within the Plan. The Plan recommends a total of 382 projects (112 spot improvements, 243 curb ramp improvements, and 27 sidewalk improvements) with an estimated construction cost of approximately \$194 million in 2019 dollars. There is currently no dedicated funding source to implement the Plan; However, staff will explore potential grant sources to help budget some initial projects.

COORDINATION

The Plan has been coordinated with the City Attorney's Office, the City's BPAC, the City's Senior Advisory Commission, and the City's Americans with Disabilities Act Committee.

PUBLIC CONTACT

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

On October 28, 2019, the City's BPAC reviewed the Plan and recommended that City Council adopt the Plan.

ALTERNATIVES

1. Adopt a resolution adopting the Santa Clara Pedestrian Master Plan.
2. Do not adopt a resolution adopting the Santa Clara Pedestrian Master Plan and direct staff to revise the Plan based on City Council direction.

RECOMMENDATION

Alternative 1: Adopt a resolution adopting the Santa Clara Pedestrian Master Plan.

Reviewed by: Craig Mobeck, Director of Public Works

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Santa Clara Pedestrian Master Plan
2. Pedestrian Priority Zones
3. Pedestrian "Toolbox"
4. Maps of all project recommendations
5. Detailed spot location project recommendations
6. High priority projects
7. Resolution

City of Santa Clara

Pedestrian Master Plan 2019



Prepared by
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Prepared for



**City of
Santa Clara**
The Center of What's Possible

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Executive Summary



Vision Statement:

Make Santa Clara a walkable community that provides a comprehensive network of safe, convenient, and comfortable pedestrian routes for people of all ages and abilities.

The City of Santa Clara has undertaken its first Pedestrian Master Plan process to create a blueprint for creating safe, comfortable and enjoyable walking for current and future Santa Clarans.

The Pedestrian Master Plan is a forward-looking plan to capture the benefits of walking as the City anticipates growth and redevelopment.

Current Challenges to Walkability

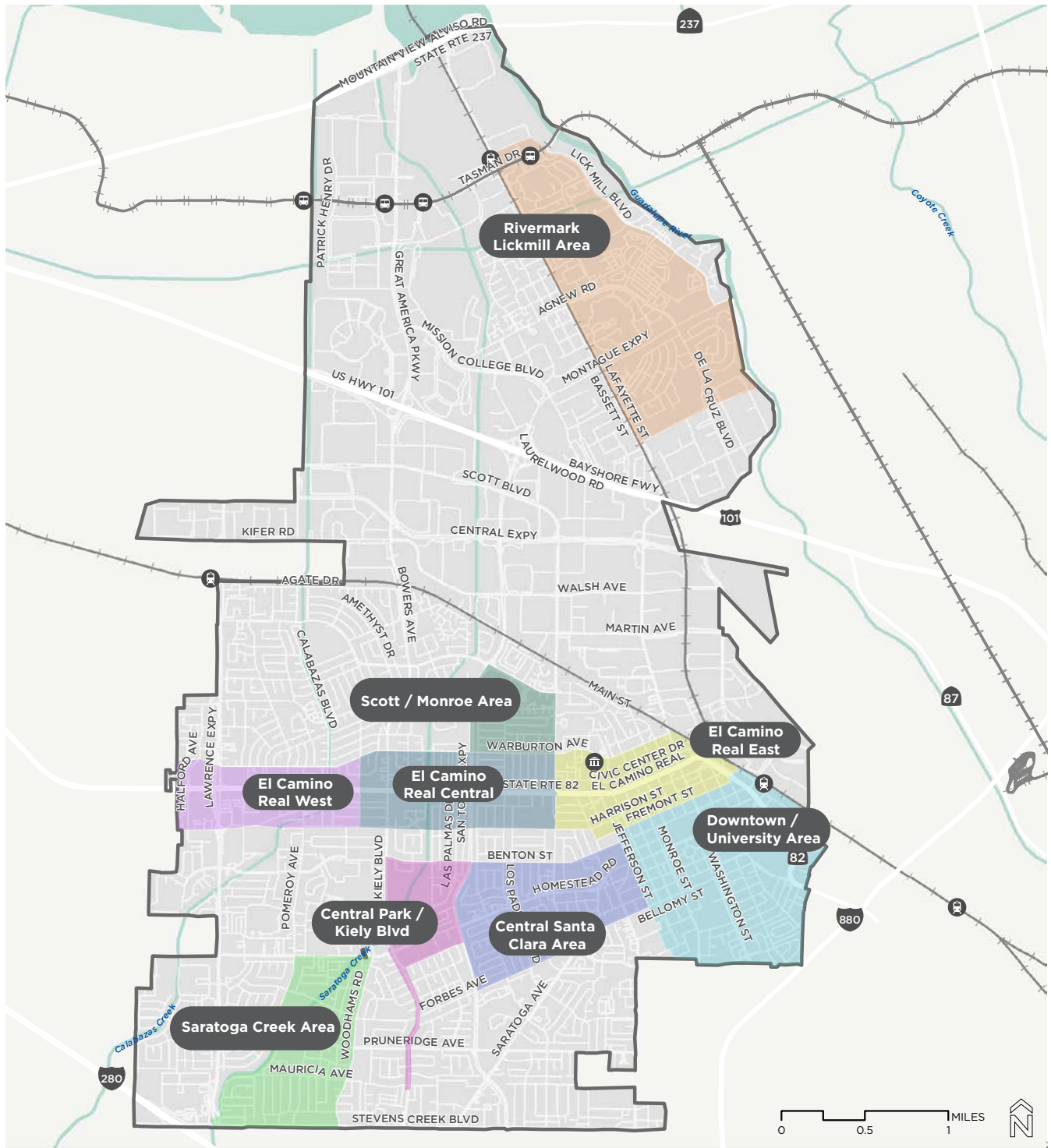
- People walking are disproportionately impacted in traffic collisions. Pedestrian crashes represent 7% of all collisions in Santa Clara, yet account for a third of all fatal crashes.
- Santa Clara's current land uses are separated and dispersed.
- A number of major roadways and transit lines with limited access and crossing opportunities create barriers for pedestrian movement.

Pedestrian Master Plan Goals

- **Safe:** Design pedestrian environments that are accessible and reduce the risk of pedestrian-involved collisions.
- **Comfortable:** Identify pedestrian improvements that create an easy-to-navigate and comfortable pedestrian environment.
- **Convenient:** Coordinate future land use efforts that will provide more mobility options for people in Santa Clara to include walking for their utilitarian trips.
- **Active:** Develop lively and unique pedestrian spaces that sustain healthy communities and generate economic activity.
- **Implementable:** Identify, develop, and maintain a complete and convenient pedestrian network.




Priority Pedestrian Zones

A central strategy for the Pedestrian Master Plan is the designation of nine Priority Pedestrian Zones (Map ES-1) across the city. These zones help the City focus on areas with the highest potential for increasing walkability. The areas were developed by culminating focus areas for each of the four components of walkability -safety, comfort, destination accessibility, and walkable land use.



Map ES-1. Priority Pedestrian Zones

DESTINATIONS

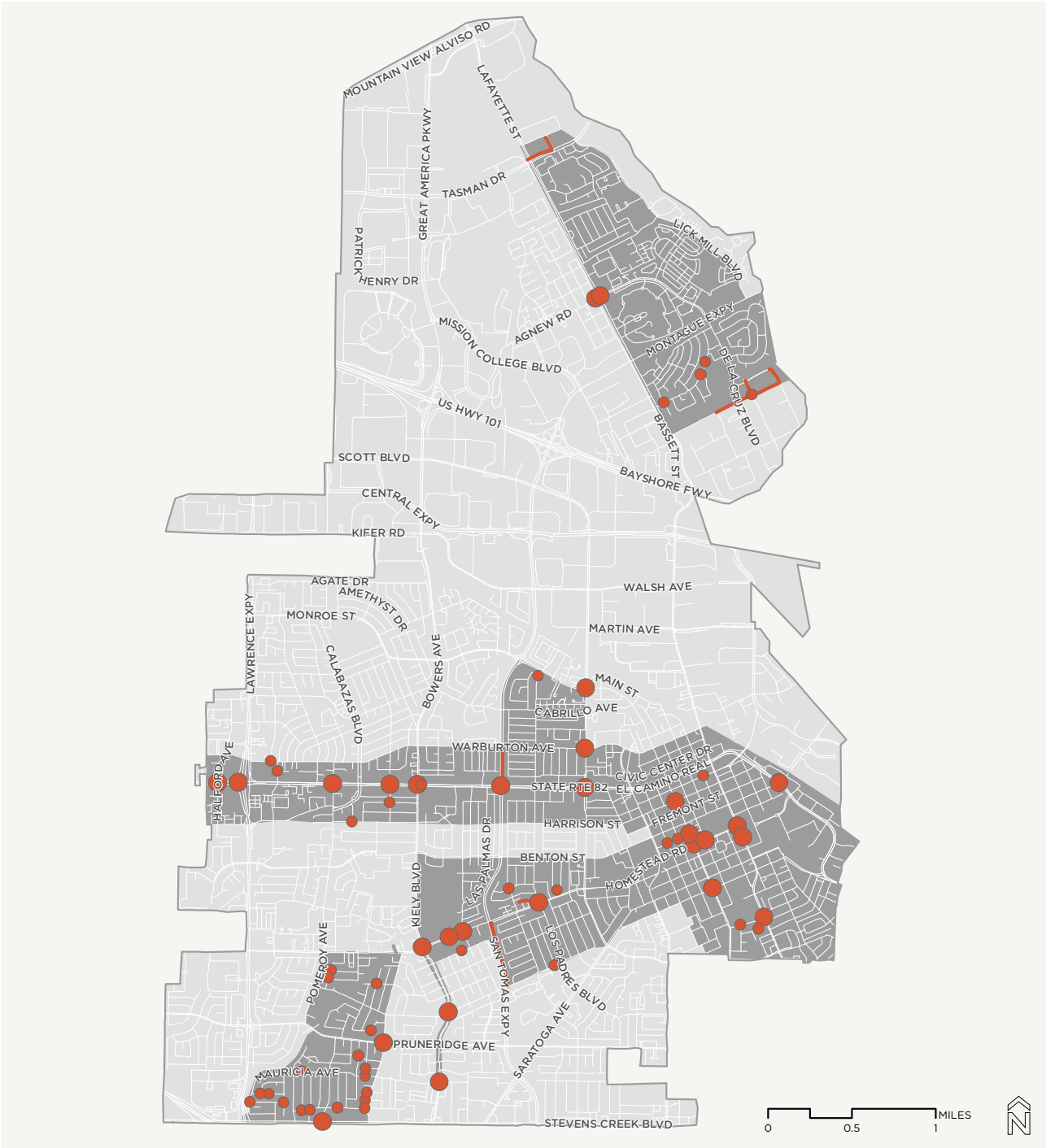
-  City Hall
-  Train Station
-  Light Rail Station

High Priority Projects

The City prioritized projects based on six criteria (safety, pedestrian comfort, destination accessibility, public-identified need, consistency with other plans, and cost). The result ended up with 79 high priority projects broken down into three categories: Spot Improvements, Curb Ramps, and Sidewalks. See Map ES-2 for a map of high priority projects. For a complete list of projects and location details, see Chapter 6 and Appendix A.

Location Name	Safety	Comfort	Access	Public Input	Aligns With Other Plans	Cost	Final Score
High Priority Projects							
Spot Improvements							
El Camino Real / Flora Vista Ave	3	1	1	0	1	1	7
El Camino Real / Railroad Ave	3	1	1	1	1	0	7
El Camino Real / Campbell Ave	3	1	0	1	1	1	7
Tasman Dr / Lick Mill Blvd	3	1	1	0	1	1	7
Monroe St / Homestead Rd	2	1	1	0	1	1	6
El Camino Real / Benton St	3	1	1	0	1	0	6
El Camino Real / Halford Ave	3	1	1	0	1	0	6
Kiely Blvd / Homestead Rd	2	2	1	1	0	0	6
El Camino Real / Lawrence Expy SB Ramp	3	1	1	0	1	0	6
Lafayette St / Lexington St	3	1	1	0	0	1	6
Lafayette St / Homestead Rd	2	0	1	1	1	0	5
El Camino Real / San Tomas Expressway	2	1	0	1	1	0	5
Stevens Creek Blvd / Cronin Dr	2	1	0	0	1	1	5
Homestead Rd / Los Padres Blvd	2	1	1	1	0	0	5
Homestead Rd / Las Palmas Dr	2	2	0	0	0	1	5

Continued on pg. 9



Map ES-2. High Priority Projects

- Curb Ramp
- Spot Improvement
- Sidewalk
- Priority Pedestrian Zone
- City Boundary

Location Name	Safety	Comfort	Access	Public Input	Aligns With Other Plans	Cost	Final Score
High Priority Projects							
Monroe St / Franklin St	2	0	1	1	1	0	5
El Camino Real / Alpine Ave	3	0	1	0	1	0	5
Agnew Rd/ Bassett St	3	0	1	0	0	1	5
Homestead Rd / Jackson St	2	1	1	0	1	0	5
Scott Blvd / Monroe St	3	1	0	0	0	1	5
El Camino Real / Kiely Blvd	0	1	1	1	1	0	4
El Camino Real / Pomeroy Ave	2	1	0	0	1	0	4
Scott Blvd / Warburton Ave	3	1	0	0	0	0	4
Pruneridge Ave / Woodhams Rd	2	0	1	0	0	1	4
Monroe St / Harrison St	3	1	0	0	0	0	4
Lafayette St / Manchester Dr	2	1	1	0	0	0	4
Kiely Blvd / Forbes Ave	2	1	1	0	0	0	4
Homestead Rd / Central Park Library Driveway	0	2	1	0	0	1	4
Lafayette St / Agnew Rd	3	0	1	0	0	0	4
El Camino Real / Scott Blvd	2	0	1	0	1	0	4
Monroe St / Bellomy St	2	0	1	0	0	1	4
Curb Ramps							
Mc Kinley Drive / Gilbert Avenue	3	2	0	0	1	1	7
Adams Way / Hayes Avenue	3	1	1	0	0	1	6
Madison Street / Franklin Street	2	1	1	0	1	1	6
El Sobrante Street / Via Dondera	3	1	1	0	0	1	6
Forbes Avenue / Clara Vista Avenue	2	1	1	0	0	1	5
Franklin Street / Jefferson Street	0	1	1	1	1	1	5
Los Padres Boulevard / El Capitan Avenue	3	1	0	0	0	1	5
Aldo Avenue / Edward Avenue	2	1	0	0	1	1	5
Mac Gregor Lane / Laurie Avenue	2	1	1	0	0	1	5
Kevin Way / Laurie Avenue	2	1	1	0	0	1	5

Continued

Location Name	Safety	Comfort	Access	Public Input	Aligns With Other Plans	Cost	Final Score
High Priority Projects							
Bennett Avenue / Claremont Avenue	0	2	1	0	0	1	4
Mauricia Avenue / Bennett Avenue	0	2	0	0	1	1	4
Woodhams Road / Jenkins Place	0	2	1	0	0	1	4
Michael Way / Mc Kinley Drive	0	2	0	0	1	1	4
Muir Avenue / Mc Kinley Drive	0	2	0	0	1	1	4
Woodhams Road / Mc Kinley Drive	0	2	0	0	1	1	4
Mc Kinley Drive / Brian Lane	0	2	0	0	1	1	4
Hayes Avenue / Mauricia Avenue	0	2	1	0	0	1	4
Kellogg Way / Atherton Drive	0	2	1	0	0	1	4
Mauricia Avenue / Michael Way	0	2	1	0	0	1	4
Woodhams Road / Cameron Way	0	2	1	0	0	1	4
Gibson Court / Gibson Avenue	0	2	1	0	0	1	4
Gibson Avenue / Elmhurst Avenue	0	2	1	0	0	1	4
Aspen Drive / Cottonwood Court	0	2	1	0	0	1	4
Stevenson Street / Flannery Street	0	2	1	0	0	1	4
Alexander Avenue / Cornell Drive	0	2	1	0	0	1	4
Cornell Drive / Ridge Road	0	2	1	0	0	1	4
Salberg Avenue / Barcells Avenue	0	2	1	0	0	1	4
Roxbury Street / Manchester Drive	0	2	1	0	0	1	4
Highland Avenue / Highland Court	0	2	1	0	0	1	4
Sunset Drive / Blossom Drive	0	2	1	0	0	1	4
Patricia Drive / Maryann Drive	0	2	1	0	0	1	4
Alpine Avenue / Pacheco Street	2	1	0	0	0	1	4
Washington Street / Lewis Street	2	1	0	0	0	1	4
El Camino Real / 130ft E of Bowers Ave	2	0	0	0	1	1	4
Warburton Avenue / Briarwood Drive	0	1	1	0	1	1	4
Laurie Avenue / Haig Street	2	1	0	0	0	1	4
Flora Vista Avenue / Devos Court	0	1	1	0	1	1	4

Continued

Location Name	Safety	Comfort	Access	Public Input	Aligns With Other Plans	Cost	Final Score
High Priority Projects							
Sidewalks							
West Tasman Dr from Lafayette to Calle del Sol	3	1	1	0	1	1	7
Calle del Sol from Calle de Luna to West Tasman Dr	3	1	1	0	1	1	7
Aldo Ave from De La Cruz Blvd to Edward Ave	2	2	0	0	1	1	6
Aldo Ave from Edward Ave to Victor St	2	2	0	0	1	1	6
Edward Ave from Neldo Ave to Aldo Ave	2	1	0	0	1	1	5
Aldo Ave from Woodward Ave to De La Cruz Blvd	0	1	1	0	1	1	4
Victor St from Neldo Ave to Aldo Ave	0	2	0	0	1	1	4
San Tomas Expy from Homestead Rd to San Tomas Expy	3	0	0	0	0	1	4
San Tomas Expy from Homestead Rd to Forbes Ave	2	0	1	0	0	1	4
San Tomas Expy from Warburton Ave to El Camino Real	2	0	0	0	1	1	4

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01.

Santa Clara Today

The City of Santa Clara has undertaken its first Pedestrian Master Plan process to create a blueprint for creating safe, comfortable and enjoyable walking for current and future Santa Clarans.

The City of Santa Clara has undertaken its first Pedestrian Master Plan process to create a blueprint for creating safe, comfortable and enjoyable walking for current and future Santa Clarans. This includes the 129,600 people that currently live in Santa Clara and the anticipated 23,300 new residents by 2035¹. The Pedestrian Master Plan is a forward-looking plan to capture the benefits of walking as the City anticipates growth and redevelopment.

Nearly everyone at some point of their day is a pedestrian. Consider the family that walks to the Central Park library to pick up books every week. Or, consider the Santa Clara University student who drives to class and walks the last couple of blocks. Or, imagine the Santa Claran who walks to Lawrence Train Station to commute to work every day. The goal of the plan strives for mobility for all people in Santa Clara including people of all ages, people who use wheelchairs or other mobility devices, and people with other types of disabilities.

Striving towards a more walkable Santa Clara has many benefits. Building comfortable, safe, and active pedestrian spaces increases community members' access to local destinations, creates opportunities for physical activity, and builds connectedness in our community.

Walking is one component of active transportation within Santa Clara. The City is working on other planning efforts that complement this Plan, including the Bicycle Master Plan Update (adopted September 2019) and the Trails Master Plan.

<http://santaclaraca.gov/government/bicycle-plan-update>

What are the core ingredients of a walkable community?

- **Pedestrian Safety:** The presence of major roadways and fast-moving vehicles in Santa Clara can make it less safe for people walking. Pedestrian safety entails redesigning streets and policies that prioritize people walking.
- **Walking Comfort:** Even if a trip is possible on foot, pedestrian comfort looks at designing the built environment in a way that elevates and enhances the pedestrian experience.
- **Convenience:** To encourage walking in a community, key destinations should be as easy to reach by walking as by other modes.
- **Walkable Land Uses:** Neighborhoods with more compact design and mixed access to housing, retail, transit and jobs are more conducive to walking.

The analysis of each of these four components in the context of Santa Clara is examined within **Chapter 4**.

¹ Santa Clara County is one of the fastest growing counties in the state, and the Metropolitan Transportation Commission (MTC) estimates that the county will grow by 27 percent in population by 2035. The City of Santa Clara will absorb six percent of that portion, amounting to roughly 23,300 new residents.

Walking in Santa Clara Today

Given how prevalent walking is in our daily lives, it can be hard to see the full picture of how Santa Clarans use walking to get around today. The US Census records how people get to work, and this can provide us with one snapshot of walking in Santa Clara. As of 2017, only four percent of residents use walking as the primary way of getting to work. This is compared to 73% who drive alone, 12% who carpool, 5% who take public transportation, and 2% who bike (Figure 1).

Select areas of the city have much higher walking mode share. Between 2012 and 2016, walking for commuting purposes averaged 15 percent around Santa Clara University, west of the Santa Clara Caltrain Station. The close proximity of Caltrain and Santa Clara University likely contribute to this.

Outside of walking to work, many employees walk in the afternoon to get lunch and for recreation, especially along the San Tomas Aquino Creek Trail. Walking is also an important activity in residential areas, as residents walk their dogs or walk for recreation around their neighborhood.



In addition, walking is often part of people's transit trips. The Santa Clara Valley Transportation Authority (VTA) found that Santa Clarans primarily walk to and from transit, with 82% of trips to transit conducted by walking. Considering that nearly 66% of residents travel less than ten miles to get to work (and 16% of whom work within the city limits), there are significant opportunities to increase walking and transit mode shares within the city.

Looking across the city, this Plan identifies a number of land use and planning obstacles and opportunities for creating more walkable environments.

Where do people want to walk?

Major activity centers have the potential to attract the greatest number of trips, including those made by walking. The location of these key destinations, and their proximity to transit, are used as a guide in predicting the important routes of travel for pedestrians. The major activity centers in Santa Clara are shown in Map 1.

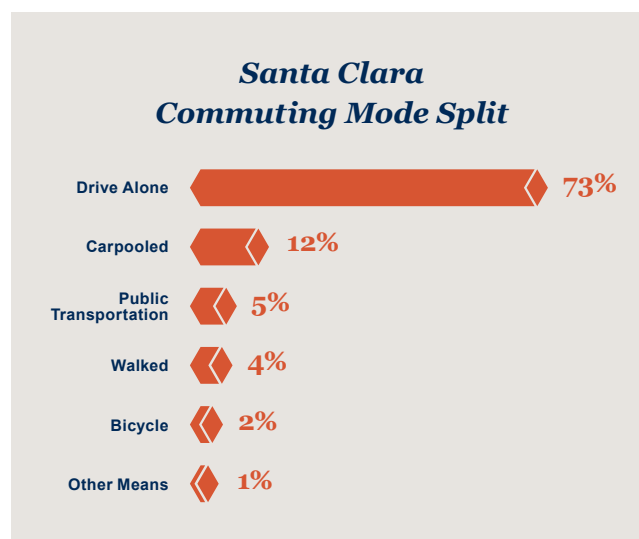
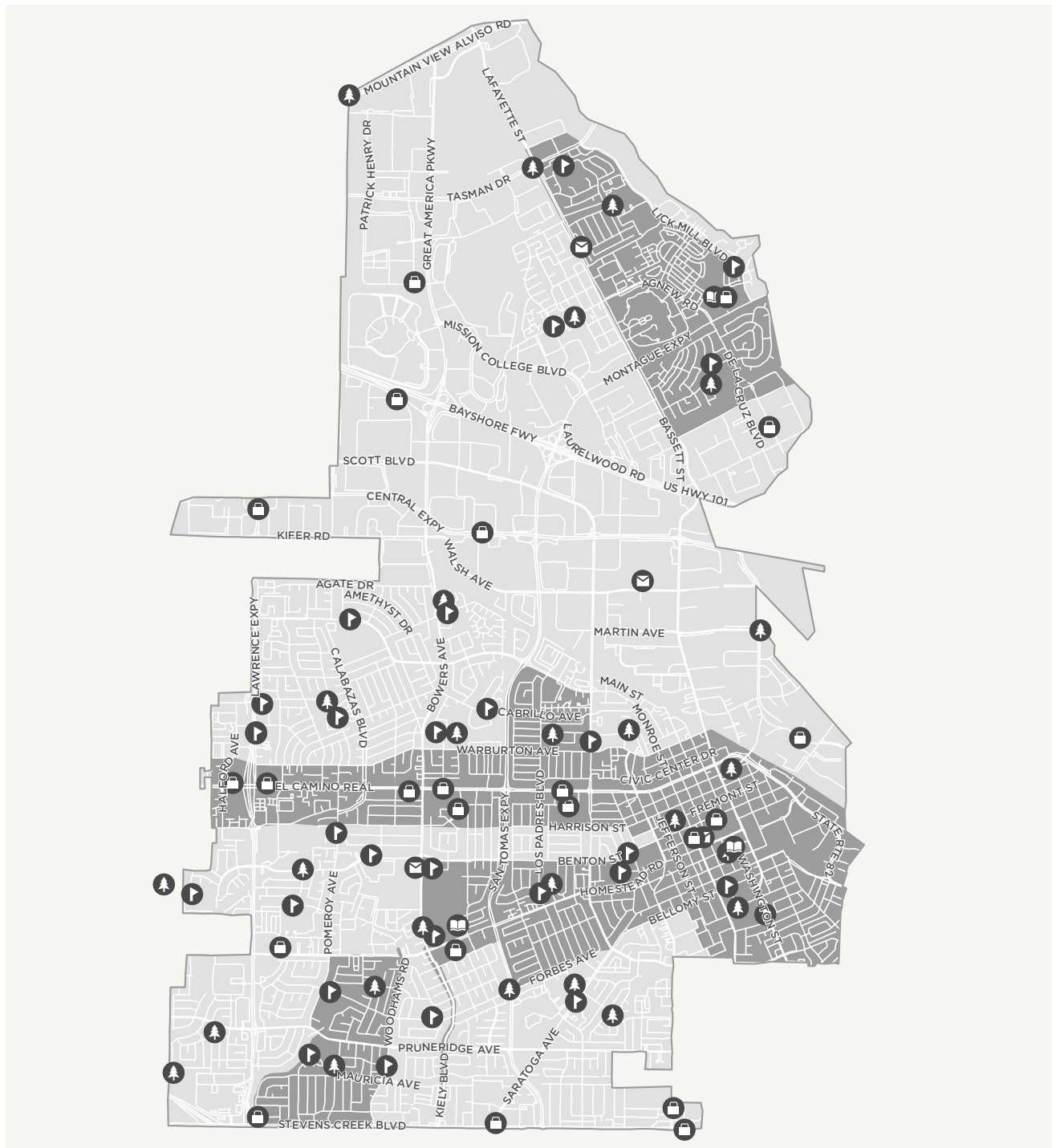


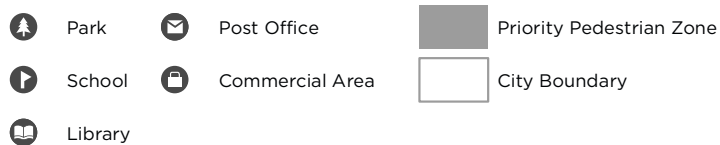
Figure 1. Commuting Mode Split

Source: American Community Survey

01. Santa Clara Today



Map 1. Activity Generators



What obstacles does Santa Clara face?

- **Santa Clara’s current land uses are separated and dispersed.** The city was founded as an agricultural community and, along with its neighbors, was heavily redeveloped post-World War II. Today, the city’s predominant land use is low-density residential, with separated pockets of commercial, industrial and office land uses. The high employment areas are concentrated mostly in central and northern Santa Clara along El Camino Real, Lawrence Expressway, Central Expressway, and Highway 101. Research shows that neighborhoods that have a diversity of uses - housing, office, and retail - lead to more people walking. The City’s specific planning efforts are addressing this issue by prescribing mixed-use redevelopment.
- **A number of major roadways and transit lines with limited pedestrian access and crossing opportunities create barriers for pedestrian movement.** There are few north-south pedestrian connections in the city, due primarily to east-west barriers such as the Caltrain rail corridor, Highway 101, Central Expressway, and the heavy industrial and “large lot” commercial development that lie in the middle of the city. The City is looking at how a connected network of trails, pedestrian overcrossings/undercrossings, and strategic redevelopment can create more permeable walking environments.

Existing Pedestrian Infrastructure

Sidewalks

Sidewalks form the backbone of the pedestrian transportation network. Street and sidewalk design can foster healthier communities by supporting daily physical activity, improving public safety, enhancing mobility, reducing environmental impacts, and building community character.

Santa Clara has an extensive network of over 550 miles of sidewalks, 45 percent of which are concentrated around the residential areas of the city. Within those residential areas, 92 percent of the sidewalks span both sides of the street. The rest of the residential network has sidewalks on only one side, or none at all. The office-use and industrialized parts of the city are more lacking in terms of a sidewalk network, especially on the eastern side of the city, north of the Caltrain tracks and spanning to Aldo Avenue. Overall, 18 percent of the city streets are lacking any kind of sidewalk (Figure 2).

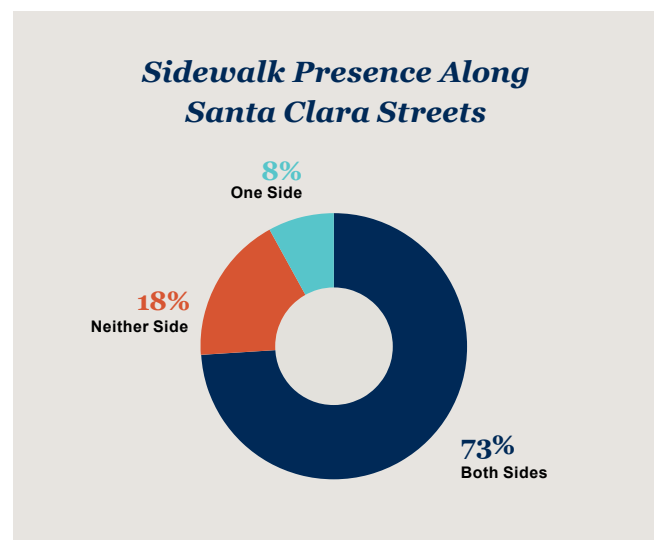


Figure 2. Sidewalk Presence in Santa Clara

Curb Ramps

Curb ramps are necessary for people who use wheelchairs to access sidewalks and crosswalks, and are helpful to people pushing strollers or who may have difficulty stepping onto a raised curb. The Americans with Disabilities Act (ADA) requires the installation of curb ramps with all new sidewalk installations and retrofits. A curb ramp is a solid ramp graded down from the top surface of a sidewalk to the surface of the adjoining street. Per federal standards, detectable warnings (truncated domes) must be used to assist sight-impaired pedestrians in locating the curb ramp.

Consistent with Santa Clara's sidewalk network, curb ramps are prevalent throughout the residential areas of the city, generally south of the Caltrain tracks. The densest concentration of curb ramps lies around Santa Clara University where they exist on the corners of almost every block. There are relatively few curb ramps in the southwestern portion (between Stevens Creek Boulevard and El Camino Real). North of the Caltrain tracks, curb ramps are sparser, especially around the more industrial and office-use areas. The exception is the northeastern portion of the city (east of California's Great America and south of Levi's Stadium) where there is a dense residential area. The residential area south of Montague Expressway is a dense residential area that is in need of curb ramps.

Overall, among of the city rights of way that could have a curb ramp, 31 percent are missing them (Figure 3).

Crosswalks ▼

Crosswalks are a legal extension of the sidewalk and provide guidance for pedestrians who are crossing roadways by defining and delineating their path-of-travel. Crosswalks are not required to be marked. However, marked crosswalks alert drivers of a pedestrian crossing point and increase yielding for pedestrians.

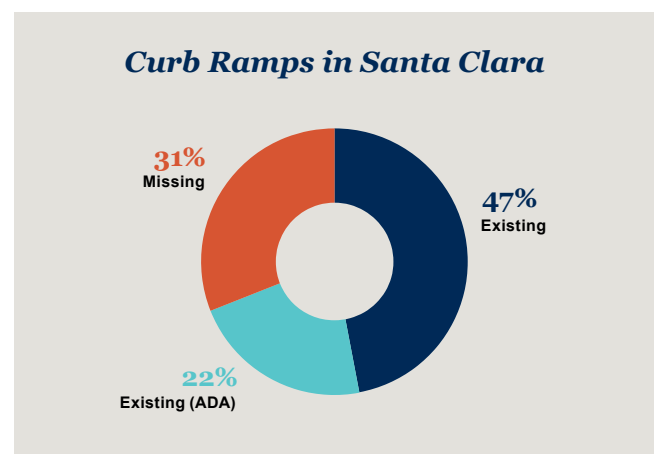


Figure 3. Curb Ramps in Santa Clara

Pedestrian Hybrid Beacons ►

Pedestrian hybrid beacons, also known as HAWK (High-Intensity Activated Crosswalk) beacons are a pedestrian activated warning device used to facilitate crossings at locations with multiple lanes and high-speed limits that are not stop controlled or do not have a traffic signal. The beacon includes three signal sections: two red circular indications above one yellow circular indication. The signal is dark until activated. When activated, the signal flashes yellow to inform drivers that a stop phase is coming. The signal then becomes solid yellow followed by a dual solid red. It then flashes alternating red as a pedestrian signal head flashes an “upraised hand” with countdown times. These beacons can also be used to facilitate shared-use path crossings at uncontrolled locations.

As of September 2018, there are ten HAWK beacons located around Santa Clara, including four along El Camino Real, two on Lafayette Street, and two along Monroe Street.

For more information on the light sequence and driver and pedestrian responsibilities, please visit the City of Santa Clara website: <http://santaclaraca.gov/Home/Components/News/News/35048/50>

Rectangular Rapid Flashing Beacons ►

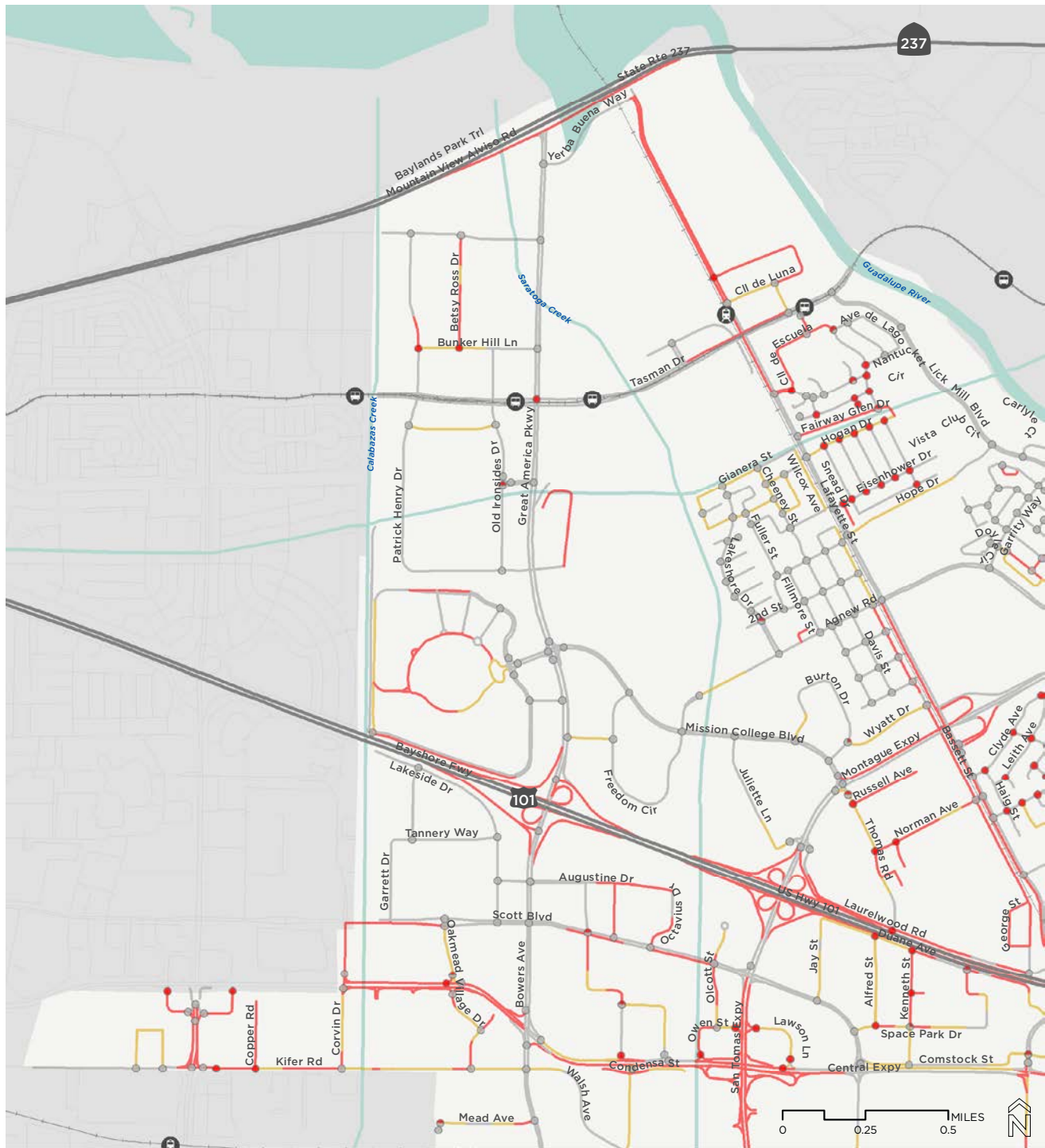
RRFBs are pedestrian activated warning devices mounted adjacent to the roadway. The beacon lights are rectangular LED lights installed below a pedestrian crosswalk sign that flash in an alternating pattern when activated. The beacon is dark when not activated. RRFBs act as a supplement to pedestrian crossing signs and crosswalks, especially on roads with higher speed limits and mid-block crossings.

As of September 2018, there are five RRFBs located around Santa Clara, including two along Octavius Drive, two along Lick Mill Boulevard, and two along Cabrillo Avenue. Two others are being designed for locations along Octavius Drive.



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01. Santa Clara Today



Map 2. Pedestrian Facilities Northwest Quadrant

SIDEWALK PRESENCE

- Sidewalk
- No Sidewalk
- Sidewalk on One Side

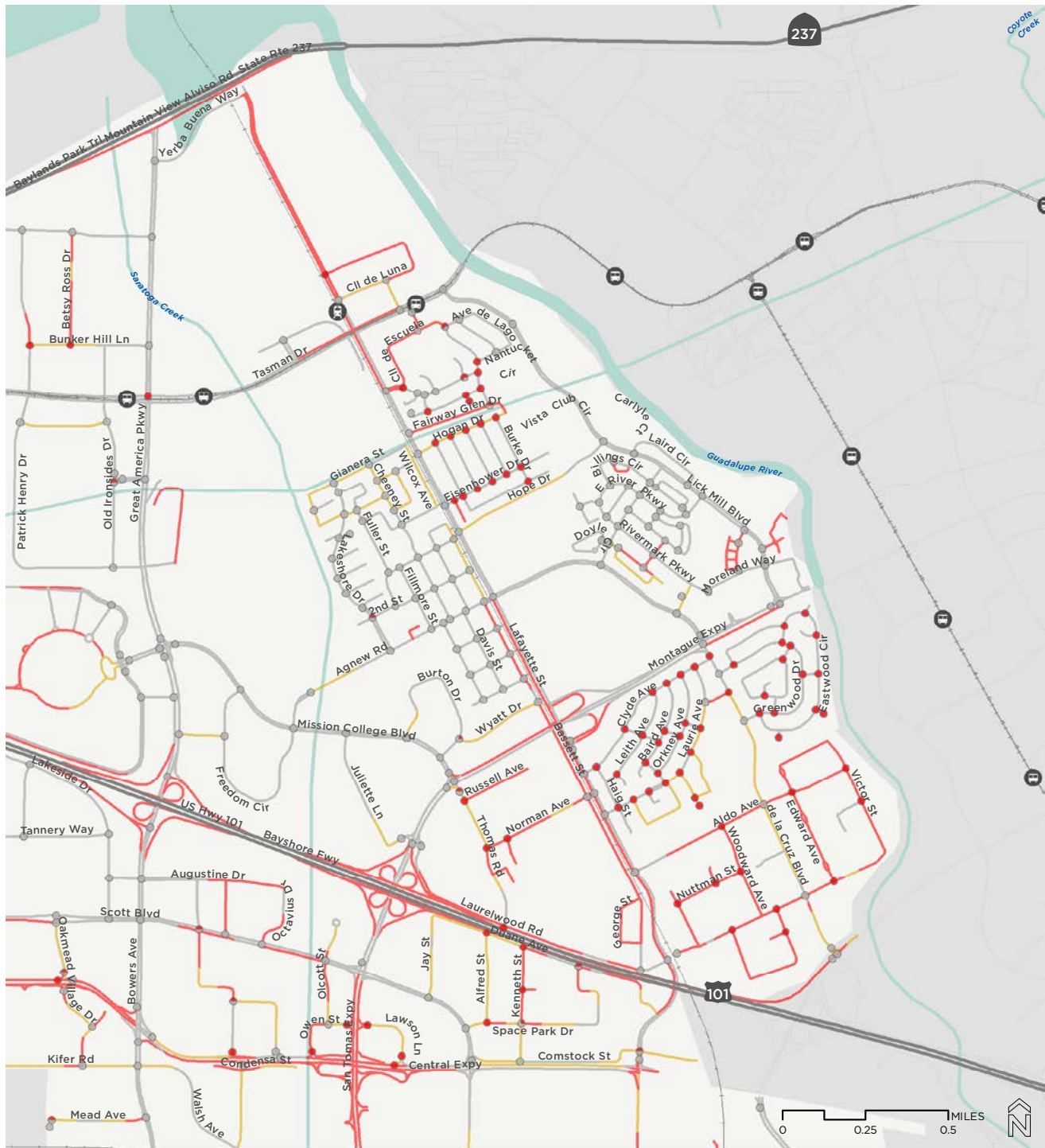
INTERSECTION CURB RAMP

- Curb Ramp Missing
- Curb Ramp

DESTINATIONS + BOUNDARIES

- Train Station
- Light Rail Station

01. Santa Clara Today



Map 3. Pedestrian Facilities Northeast Quadrant

SIDEWALK PRESENCE

- Sidewalk
- No Sidewalk
- Sidewalk on One Side

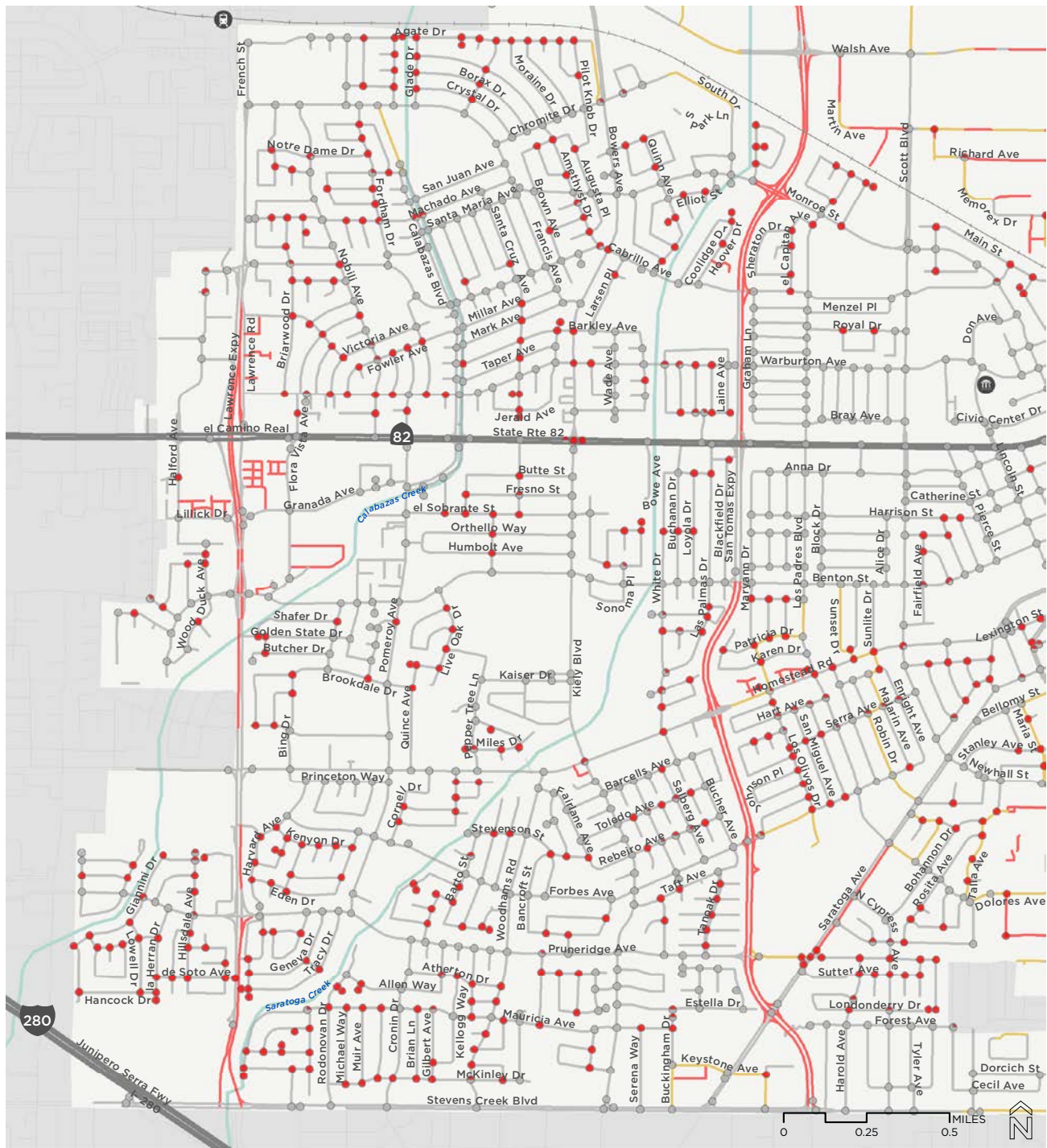
INTERSECTION CURB RAMP

- Curb Ramp Missing
- Curb Ramp

DESTINATIONS + BOUNDARIES

- Train Station
- Light Rail Station

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Map 4. Pedestrian Facilities Southwest Quadrant

SIDEWALK PRESENCE

- Sidewalk
- No Sidewalk
- Sidewalk on One Side

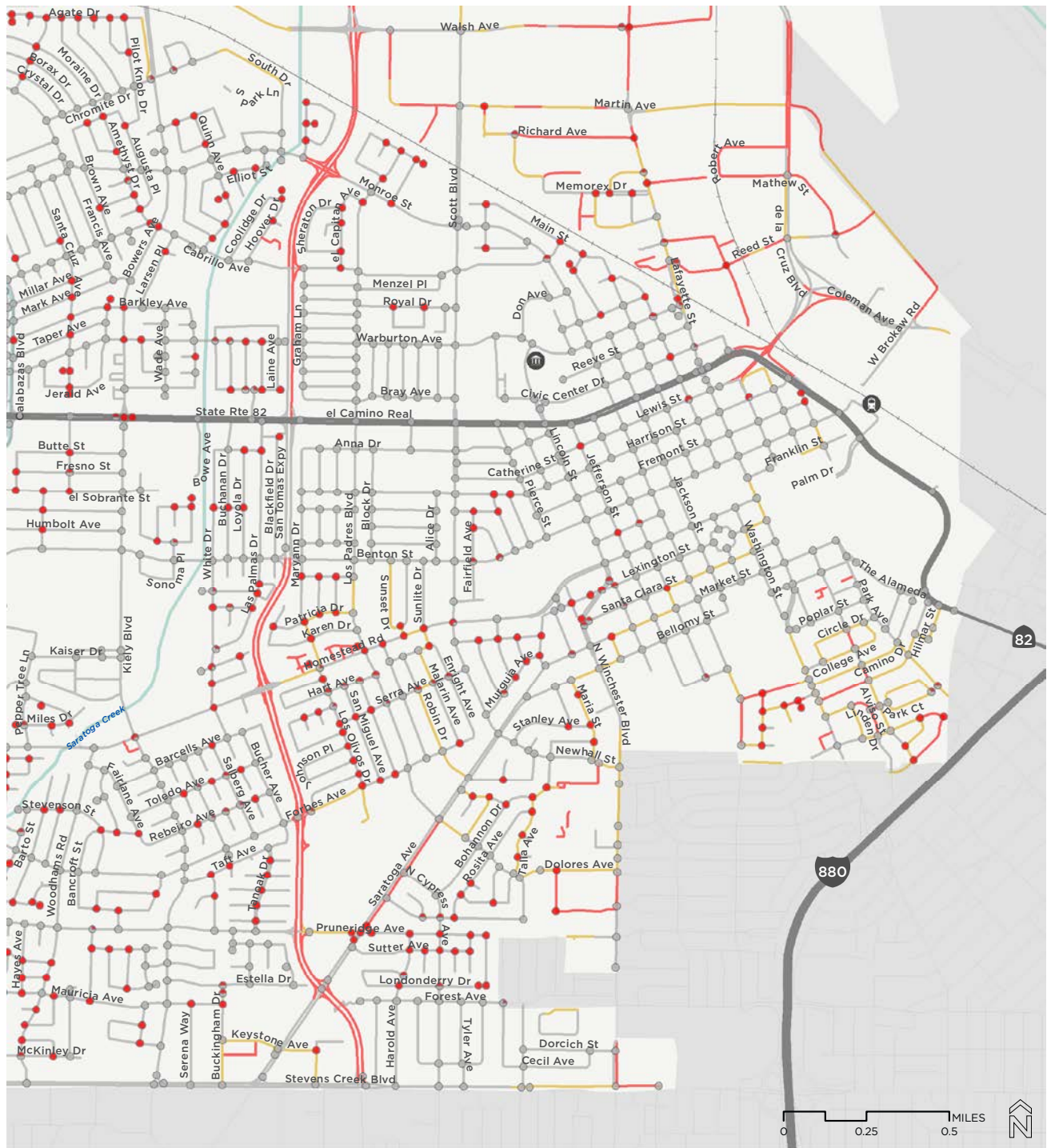
INTERSECTION CURB RAMPS

- Curb Ramp Missing
- Curb Ramp

DESTINATIONS + BOUNDARIES

- City Hall
- Train Station

01. Santa Clara Today



Map 5. Pedestrian Facilities Southeast Quadrant

SIDEWALK PRESENCE

- Sidewalk
- No Sidewalk
- Sidewalk on One Side

INTERSECTION CURB RAMP

- Curb Ramp Missing
- Curb Ramp

DESTINATIONS + BOUNDARIES

- City Hall
- Train Station

Support Facilities

Support facilities include lighting on sidewalks and paths, bus stop amenities (e.g. shade structures and benches), enclosure and landscaping (e.g. trees and planters), street crossing additions, or barrier crossings that increase the comfort of walking. People are less likely to walk to destinations or use public transit without amenities that could provide needed comfort to the walking experience.

Benches and other public seating options are important to provide resting spots for people walking. This is especially important for seniors, people with disabilities, and people with children to provide a comfortable place to rest and socialize during a shopping errand or other trip.

Benches and Seating

Benches and other public seating options are important to provide resting spots for people walking. This is especially important for seniors, people with disabilities, and people with children to provide a comfortable place to rest and socialization during a shopping errand or other trip.



▲ Pedestrian-Scale Lighting

Pedestrian-scale lighting helps ensure that the pedestrian network is safe and accessible. This applies to sidewalks and especially off-road paths or trails where there may be limited light sources.

Santa Clara has prioritized pedestrian-scale lighting in areas with the high volumes of foot traffic and plazas, such as in front of the Santa Clara Caltrain Station.



▲ **Transit Stop Amenities**

Transit stop amenities such as benches or shade structures (shelters) are vital for creating comfortable places of refuge for people waiting for a bus or light rail.

Benches are especially important for seniors and people with disabilities who may have trouble standing while waiting for the bus.

Shade Structures or shelters are important for all users to help block the rain and offer needed shade.

Transit stop amenities are provided by VTA. Examples can be found along Great America Parkway, where bus stops include small shelters with a bench. Not all stops offer these amenities, however, especially where the sidewalks are narrower and there is not enough right of way to accommodate them.



▲ **Enclosure and Landscaping**

Enclosure (such as awnings or tree cover) and landscaping (such as planters or other decorative items) along the sidewalk help create comfortable and welcoming walking environments. People will be more willing to walk on a street that offers the shading and aesthetic properties of trees.

Existing Pedestrian Programs

Programs help support walking and bicycling by sharing information, promoting safety, and creating a vibrant active transportation culture. Communities that have the highest rates of walking and bicycling consistently use a “6Es” approach:



EDUCATION

Providing safety education for people walking, riding bicycles, and driving, as well as education about the environmental and health benefits of active transportation and the facilities available in the community



ENCOURAGEMENT

Promoting walking and bicycling as fun and efficient modes of transportation and recreation



ENFORCEMENT

Enforcing laws and good behavior for people walking, bicycling, and driving



EVALUATION

Monitoring the success of the effort through counts, surveys, and review of relevant data



EQUITY

Incorporating equity considerations to ensure overall efforts are reaching all populations by including communities of color, addressing needs of different genders, and reaching low-income communities



ENGINEERING

Street infrastructure improvements designed to improve the safety of people walking, biking, and driving on Santa Clara streets

The City and its partners have been carrying out the following programs in recent years to support bicycling and walking.



▲ **School Crossing Guards**

Several schools around Santa Clara have crossing guards stationed nearby to assist with safe and visible roadway crossings for students and their families who walk or ride a bicycle to school. The Santa Clara Police Department funds this program.



▲ **Bicycle and Pedestrian Advisory Committee**

The Bicycle and Pedestrian Advisory Committee (BPAC) is an advisory body to the City Council on matters relative to modifying or expanding the City's public recreational and commuter bikeway and pedestrian walkway system. Its goal is to encourage recreational and commuter bicycling and walking by promoting safe, convenient, well-designed facilities and by evaluating local projects.

The BPAC meets five times a year with a City Council member serving as chair of the committee. One Santa Clara BPAC member also represents the city at VTA BPAC meetings. The Santa Clara Police Department sends an officer to meetings to report collision and safety information.

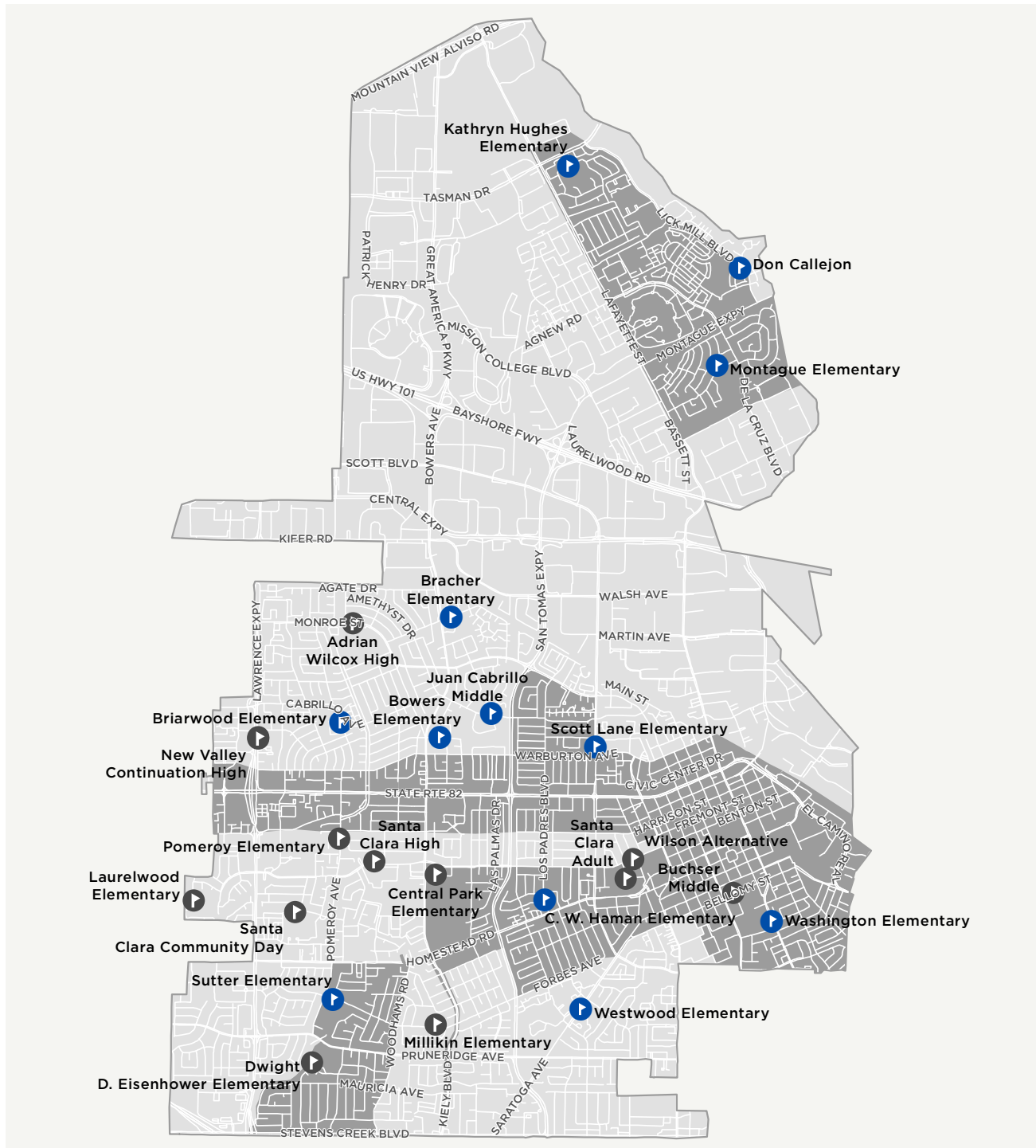


▲ Safe Routes to School





The City recently recontinued its Safe Routes to School (SRTS) program at 12 Santa Clara schools. This is the second phase with funding through Vehicle Emissions Reduction Based at Schools (VERBS), a federally funded program. Funding from this grant is used for such items as developing or revising Safe Routes to School maps and developing more training and toolkits for parents, teachers, and community education. All of these items have the goal of encouraging children to walk or bicycle to school so they have a healthier lifestyle and safer, cleaner environment.

Map 6 shows the participating schools in the City's Safe Routes to School Program. As a part of this program, the City is continually re-evaluating components of the program which include project and programmatic recommendations for the 12 schools.

01. Santa Clara Today



Map 6. Safe Routes to School Programs

-  Participating SRTS Program School
-  School
-  Priority Pedestrian Zones
-  City Boundary

Pedestrian Counts

Pedestrian counts were conducted from 5:00 AM to 10:00 PM on Tuesday, June 4, 2019 at intersections and along corridors where high demand was anticipated. Counts were conducted at the following 11 locations:

Intersections

- Lick Mill Boulevard and Tasman Drive
- Lafayette Street and Agnew Road
- Scott Boulevard and Monroe Street
- El Camino Real and Flora Vista
- El Camino Real and Railroad Avenue
- Homestead Road and Kiely Boulevard
- Homestead Road and Scott Boulevard

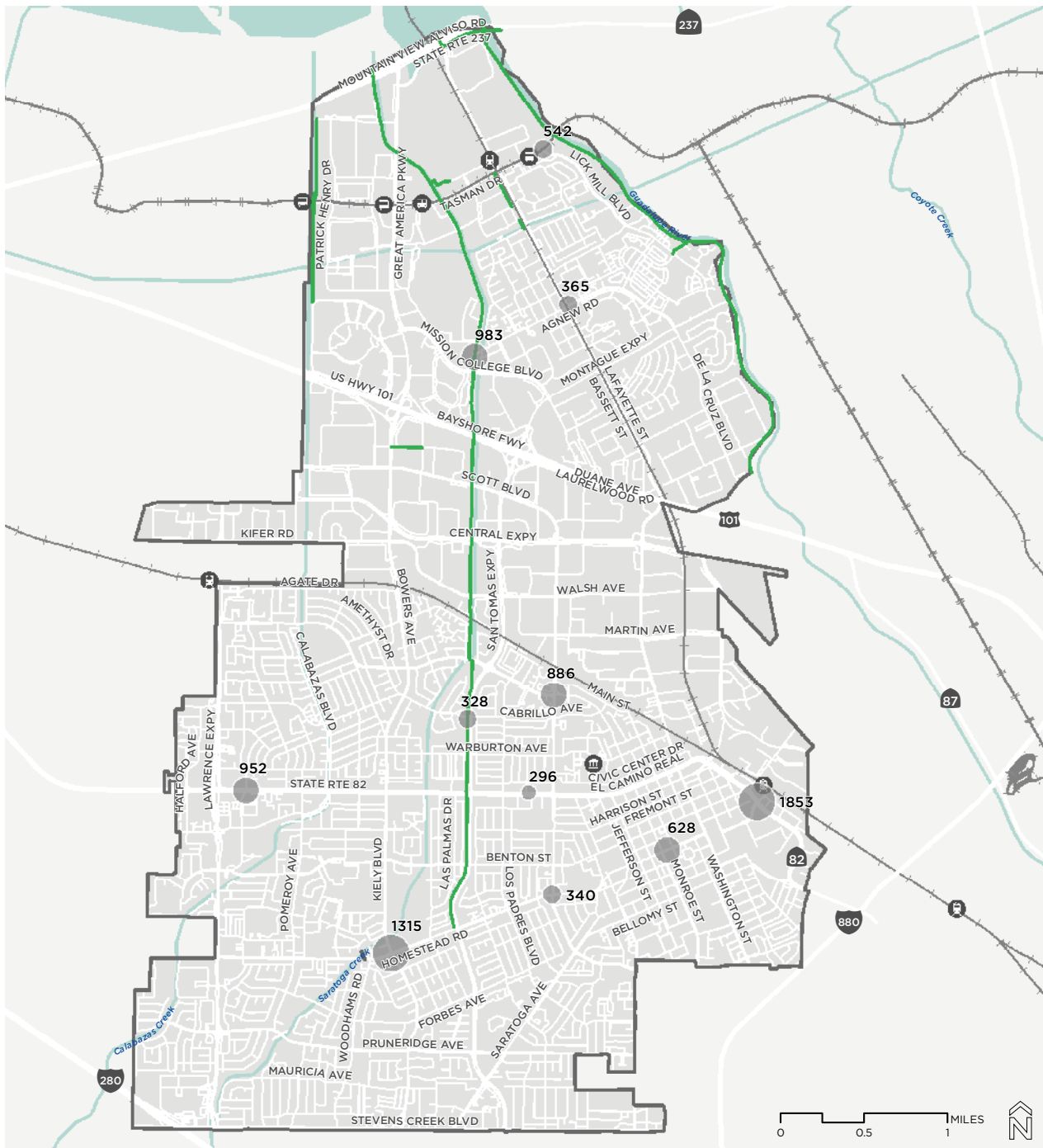
Middle of the Block

- El Camino Real (between Los Padres Boulevard and Scott Boulevard)
- Homestead Road (between Monroe Street and Jackson Street)

Trail Counts

- San Tomas Aquino Creek Trail (Agnew Road crossing)
- San Tomas Aquino Creek Trail (Cabrillo Avenue crossing)

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Map 7. Pedestrian Counts

COUNTS (5AM-10PM JUNE 2019)

- 296 - 300 — Class I Shared-Use Path
- 301 - 600
- 601 - 1000
- 1001 - 2000

02.

Vision, Goals, Objectives, and Policies

The Pedestrian Master Plan is a blueprint for how the City and specifically Public Works Department can achieve its vision of being a walkable community. The goals, objectives and policies laid out in this Plan work towards this vision.

Vision

Make Santa Clara a walkable community that provides a comprehensive network of safe, convenient, and comfortable pedestrian routes for people of all ages and abilities.

Goals

The Santa Clara pedestrian environment will be characterized by meeting the following five goals:

1. **Safe:** Design pedestrian environments that are accessible and reduce the risk of pedestrian-involved collisions.
2. **Comfortable:** Identify pedestrian improvements that create an easy-to-navigate and comfortable pedestrian environment.
3. **Convenient:** Coordinate future land use efforts that will provide more mobility options for people in Santa Clara to include walking for their utilitarian trips.
4. **Active:** Develop lively and unique pedestrian spaces that sustain healthy communities and generate economic activity.
5. **Implementable:** Identify, develop, and maintain a complete and convenient pedestrian network.

How Do We Measure Progress?

The following performance metric can help the City measure progress towards the stated goals.

Metric	2019	2027
Pedestrian Mode Share	4%	8%

Glossary of Terms



Vision

A strong statement that serves as an aspirational guide



Goals

Broad, long-range targets for making the vision a reality



Performance Measures

How we mark progress in meeting the goals and policies



Policies

What we want to achieve in terms of outcomes

Objectives and Policies

Safe

Design pedestrian environments that are accessible and reduce the risk of pedestrian-involved collisions.

- **Objective 1.A:** *Reduce the risk of pedestrian-involved collisions*
 - **Policy 1.A.1:** Study implementing a Vision Zero policy before 2024.
 - **Policy 1.A.2:** Annually review the number, locations, and contributing factors of pedestrian related collisions to identify and implement ongoing improvements and countermeasures at key locations throughout the transportation network.
 - **Policy 1.A.3:** Identify opportunities to reduce exposure for people walking by reducing crossing distances and enhancing pedestrian visibility.
 - **Policy 1.A.4:** Study the need for 15 mph School Zone speed limits and adopt in appropriate locations by 2022.
- **Objective 1.B:** *Improve accessibility of the pedestrian environment for people with disabilities*
 - **Policy 1.B.1:** Inventory sidewalks, curb ramps, and pedestrian actuation buttons within Santa Clara to determine whether ramps are missing and/or do not meet current standards.
 - **Policy 1.B.2:** Maintain the sidewalk repair program which assists residential property owners with sidewalk repair/replacement and repairs sidewalk damage caused by City-owned street trees.

- **Policy 1.B.3:** Consider creating program to require sidewalk inspections, and repairs when necessary, at the point-of-sale or transfer of real estate property.
- **Policy 1.B.4:** Update Santa Clara's ADA Transition Plan and prioritize the implementation of required improvements.
- **Policy 1.B.5:** Continue and streamline the program where pedestrians with mobility impairments can request accessibility improvements at specific locations. These locations could be added to the capital improvements list or maintenance list and prioritized and implemented accordingly.
- **Policy 1.B.6:** Work with accessibility groups and advocates to test and implement new, alternative technologies (as appropriate) that are focused on improving accessibility and mobility for those with mobility impairments.

Comfortable

Identify pedestrian improvements that create an easy-to-navigate and comfortable pedestrian environment.

- **Objective 2.A:** *Create pedestrian-friendly crossings*
 - **Policy 2.A.1:** Continue to optimize crossing times for pedestrians, including pedestrians with mobility impairments, at signalized crossings. Enhance existing signals with pedestrian countdown timers where not present.
 - **Policy 2.A.2:** Where feasible and practical, consolidate driveways.

- **Policy 2.A.3:** Improve pedestrian visibility at crossings using complete streets strategies. Specific treatments will vary by each location and should be determined with engineering and planning judgement/best practices.
- **Policy 2.A.4:** Where feasible, shorten crossing distances using complete streets strategies. Specific treatments will vary by each location and should be determined with engineering and planning judgement/best practices.
- **Policy 2.A.5:** Reduce conflicts between pedestrians and vehicle turning movements using complete streets strategies. Specific treatments will vary by each location and should be determined with engineering and planning judgement/best practices.
- **Policy 2.A.6:** Where sidewalk width allows, establish a “Furnishing Zone.” The Furnishing Zone should be reserved for seating, bike racks, utility poles/cabinets, trash bins, and other fixed objects. In areas where a Furnishing Zone could not be established, strive to keep utilities and furniture objects placed along the side(s) of the Pedestrian Zone to maximize throughput in the middle of the area.
- **Policy 2.A.7:** In areas with sidewalks that have street furniture, transit amenities, utility cabinets, trees and bushes, and other items, clearly establish a “Pedestrian Zone” that is reserved for through movement and destination access and free of obstructions.
- **Policy 2.A.8:** Prioritize improvements that improve connectivity and remove physical barriers to walking at road crossings, creeks, freeway on/off ramps, railroad tracks, underpasses, and across jurisdictional boundaries.
- **Objective 2.B:** *Provide and maintain amenities along sidewalks, subject to funding, that provide opportunities for shade, rest, and visual interest to create an enjoyable and attractive walking environment*
 - **Policy 2.B.1:** Update Santa Clara’s specific plans to encourage street trees, public seating options, landscaped buffers, pedestrian-scale lighting, and other pedestrian amenities appropriate for multiple street typologies, consistent with Policy 2.A.6 and Policy 2.A.7.
 - **Policy 2.B.2:** Inventory existing pedestrian amenities and street furniture.
 - **Policy 2.B.4:** Continue to partner with community organizations to plan and provide supplies for community/roadway/park cleanup days.
 - **Policy 2.B.5:** Review and update City sidewalk standards.
 - **Policy 2.B.6:** Develop a citywide pedestrian and bicycle wayfinding system, providing access to various City destinations such as government facilities, shopping centers, parks, and visitor-frequented locations.
- **Objective 2.C:** *Provide pedestrian-scale lighting to promote attractive, distinctive, and safe pedestrian environments*
 - **Policy 2.C.1:** Update City standards around form and placement of pedestrian-scale lighting to create attractive and safe pedestrian spaces.
 - **Policy 2.C.2:** Prioritize installing new pedestrian-scale lighting along routes to major evening destinations, as funding allows.
 - **Policy 2.C.3:** Continue to follow City lighting standard for roadways, sidewalks, and pedestrian crossings.

- **Objective 2.D:** *Promote the benefits of increased walking*

- **Policy 2.D.1:** Use both traditional and new media (social media and other web tools) to connect with residents on pedestrian topics. Look for grant opportunities to fund this annually.
- **Policy 2.D.2:** Support resident-led placemaking, beautification, and safety initiatives to improve comfort and get more people walking.
- **Policy 2.D.3:** Continue to support Safe Routes to School Programs to promote active modes of travel to and from schools. Look for grant opportunities to fund this annually.

- **Objective 2.E:** *Implement vehicular traffic calming to increase pedestrian comfort*

- **Policy 2.E.1:** Continue to implement the neighborhood traffic calming program with a toolkit of potential traffic calming techniques and implementation processes.
- **Policy 2.E.2:** When resurfacing roadways, consider each street's design and opportunities to add/enhance active transportation facilities, using guidance from the City's Complete Streets Policy.



Convenient

Coordinate future land use efforts that will provide more mobility options for people in Santa Clara to include walking for their utilitarian trips

- **Objective 3.A:** *Integrate walkability concepts into comprehensive planning processes*

- **Policy 3.A.1:** Work with the community to understand ways in which the zoning code can preserve or help encourage greater walkability through design and increased proximity to walkable destinations.
- **Policy 3.A.2:** Provide for design guidelines citywide and within Specific or Precise Plans to address block size and configuration, building types, land-use mix, public open space and trails, and street types.
- **Policy 3.A.3:** Consider developing form-based ordinances to build for physical form and relation to the pedestrian environment rather than conventional zoning and separation of uses to help private development implement the City's desired walkable environment.
- **Policy 3.A.4:** When establishing Specific or Precise Plans, include a variety of high quality and widely distributed open spaces so that more people will have walkable access to the outdoors.

Active

Develop lively and attractive pedestrian spaces that sustain healthy communities and generate economic activity.

- **Objective 4.A:** *Integrate the outcomes of the Santa Clara Community Placemaking process with other City processes*
 - **Policy 4.A.1:** Hold inter-departmental meetings with the Community Development Department (leading this process) and other relevant departments to coordinate implementation efforts.
- **Objective 4.B:** *Develop and foster ground-floor land uses that benefit the pedestrian experience*
 - **Policy 4.B.1:** Incorporate active uses along streets in priority pedestrian corridors and in other areas of the city as opportunity arises.
- **Objective 4.C:** *Create opportunities to integrate public health outcomes into pedestrian projects, such as part of walking campaigns for larger events.*
 - **Policy 4.C.1:** Partner with Santa Clara County Public Health and health advocacy groups to create campaigns around the benefits of walking, including at city-wide events.
- **Policy 5.A.1:** Submit dedicated pedestrian projects into the City’s Capital Improvement Program Streets and Highways Fund during each budget cycle for future funding subject to City Council appropriation and adoption of the Pedestrian Plan.
- **Policy 5.A.2:** Actively pursue external grant funding to supplement City resources.
- **Policy 5.A.3:** At every BPAC meeting, the City shall present a “grant funding spreadsheet” to the BPAC that will explain upcoming grant opportunities. In addition, prior to submitting a grant application, the City shall discuss with BPAC the pedestrian projects that would be the most competitive for each respective grant source.

• **Objective 5.B:** *Conduct ongoing planning and evaluation for pedestrian facilities*

- **Policy 5.B.1:** Regularly monitor implementation of the Plan, and initiate the review and update of the recommended pedestrian facilities and Plan, every 10 years or as funding allows.
- **Policy 5.B.2:** Annually evaluate progress in reaching mode share targets by reviewing results of the American Community Survey administered by the U.S. Census Bureau.
- **Policy 5.B.3:** Work with the Santa Clara Police Department to improve the reporting and analysis of pedestrian collisions.
- **Policy 5.B.4:** Update the MySantaClara app and online service request website to permit additional types of requests for maintenance and improvements on pedestrian facilities.

Implementable

Identify, develop, and maintain a complete and convenient pedestrian network.

- **Objective 5.A:** *Obtain funding for all high priority project recommendations from the Pedestrian Master Plan 2019 by 2027*

03.

Outreach

To improve mobility for all people in Santa Clara, the Pedestrian Master Plan asked for input from diverse Santa Clara residents and community members.

03. Outreach

The project team engaged stakeholders throughout the development of the Plan in order to:

- **Understand Walking Needs** – Santa Clarans weighed in on where there are currently barriers to walking, and what destinations people would like to walk to, or walk to more than they do today. This information helped the project team develop an understanding of the needs and gaps of the citywide pedestrian network.
- **Develop a Vision for Walking in the City** – Stakeholders across different groups weighed in on the vision, policies and objectives for the Pedestrian Master Plan, guiding the high-level direction of the Plan.
- **Refine Draft Recommendations** – The City presented the nine priority pedestrian zones and over 100 draft recommendations developed through the process. Stakeholders and the public helped the City clarify these recommendations, and identify additional locations for improvement.

The project kicked off in September 2018, with ongoing engagement opportunities during the development of five products: existing conditions, needs analysis, recommendations, draft plan, and plan.



Public Meetings

- Community Meetings
- Mobile Workshops
- Walking Tours



Commission and Committee Meetings

- Bicycle and Pedestrian Advisory Committee Meetings
- Youth Commission Meetings
- Senior Advisory Commission Meetings
- ADA Committee Meetings



Online

- Interactive Mapping Tool
- City Website and Social Media
- City Newsletter

Public Outreach

The City held three community meetings and four mobile workshops during the existing conditions and recommendation phases of the Plan development. Additionally, the City's commissions and committees were updated and consulted at key milestones throughout the development process.

SEPTEMBER 15, 2018

Art and Wine Festival Mobile Workshop ►

The project hosted a mobile workshop at the Art and Wine Festival at the onset of the process to announce the start of the Pedestrian Master Plan, and to listen to people's initial feedback on barriers to walking in Santa Clara.

OCTOBER 1, 2018

Safe Routes to School | Pomeroy Elementary Safety Audit

A school safety assessment was conducted at Pomeroy Elementary in Santa Clara during the morning arrival. The school is located on Pomeroy Avenue at El Sobrante. The assessment included representatives from the City of Santa Clara, Santa Clara Unified School District (SCUSD) and Pomeroy PTA.

OCTOBER 10, 2018

Safe Routes to School | Central Park Elementary Safety Audit

A school safety assessment was conducted at Central Park Elementary in Santa Clara during the morning arrival. The school is located on Sonoma Place, just south of Benton Street. The assessment included a representative from the City of Santa Clara, Santa Clara Police Department (SCPD), a representative from SCUSD, and a Central Park Elementary parent.



OCTOBER 22, 2018

BPAC Meeting # 1

The project team met with the Santa Clara Bicycle and Pedestrian Advisory Committee (BPAC) to introduce the Pedestrian Master Plan project. The team presented the project approach, schedule, and future outreach efforts. BPAC members provided feedback on potential Plan goals, and prioritized safety, connectivity, convenience, and comfort of the pedestrian network.

NOVEMBER 26, 2018 & DECEMBER 14, 2018

Senior Advisory Commission and ADA Committee Presentations

The project team presented to the Senior Advisory Commission and the ADA Committee in November 2018 and December 2018, respectively, to ask members where they walk now, where would they like to be able to walk, and where could the City make walking improvements. The feedback from these meetings helped the project team understand how the Pedestrian Master Plan could incorporate the mobility needs of seniors and persons with disabilities.

DECEMBER 7, 2018

Tree Lighting Ceremony Mobile Workshop

In December 2018, the project team attended the Tree Lighting Ceremony to further promote the kick-off of the Plan, and to let people know of upcoming opportunities to provide input.

03. Outreach



DECEMBER 13, 2018

Community Meeting #1

The first community meeting was located at the Central Park Library and provided an overview of the Pedestrian Master Plan process. Attendees could view the types of pedestrian improvements that would be recommended as part of the Plan, and provide feedback on where they would like to walk in Santa Clara, and where there are currently barriers to walking in Santa Clara.

JANUARY 8, 2019

Youth Commission Presentation

The project team presented to the Youth Commission to inform the commission of the Pedestrian Master Plan process and to understand how youth needs for mobility and walking can be incorporated within the Plan. The youth commissioners provided overall feedback and location-specific concerns regarding barriers they experience walking to school and moving around the city.



JANUARY 10, 2019

Community Meeting # 2

The second community meeting was located at the Northside Branch Library. Similar to the first community meeting, the meeting started with an overview of the Pedestrian Master Plan process and schedule. Attendees could provide feedback on the types of pedestrian features that would be recommended as part of the plan, and provide feedback on where they would like to walk in Santa Clara, and where there are currently barriers to walking in Santa Clara.

MARCH 25, 2019

BPAC Meeting #2

The members of the BPAC provided feedback on the draft vision, goals, objectives and policies for the Pedestrian Master Plan.



▲
MARCH 19-21 2019
City Walking Tours

The project team hosted three walking tours in different areas across the city to collaboratively examine barriers to walking and explore how safety improvements and design can make Santa Clara a more walkable place. The walking tours took participants on an approximately 1.5-mile route with stops at existing walking barriers and intersections, opportunities for improvements, and other anticipated City projects. The tours explored three different areas: Kiely Boulevard / Central Park, Downtown / Mission Library, and the Agnew Neighborhood.

JUNE 24, 2019
Senior Advisory Commission Presentation

The City presented to the Senior Advisory Commission in June 2019 to ask for feedback on the Needs Analysis process and the priority pedestrian zones. Members provided initial feedback on the draft project recommendations.

JUNE 24, 2019
BPAC Meeting #3

The project team provided an update on the needs analysis process, and how that process resulted in the development of the nine priority pedestrian zones. BPAC members provided initial feedback on the draft project recommendations.



JULY 16, 2019

Caltrain Station Mobile Workshop

The project team presented the draft recommendations to the public during a mobile workshop at the Caltrain Station during the evening of July 16th. The team heard feedback on the draft recommendations and the pedestrian priority zones, focused on the Downtown/University Area. The project team handed out project business cards to let people provide feedback on the draft project recommendations through the online input tool.

JULY 16, 2019

Parks and Recreation Commission Presentation

The City presented to the Parks and Recreation Commission in July 2019 to ask for feedback on the Needs Analysis process and the priority pedestrian zones. Members provided initial feedback on the draft project recommendations.



JULY 20, 2019

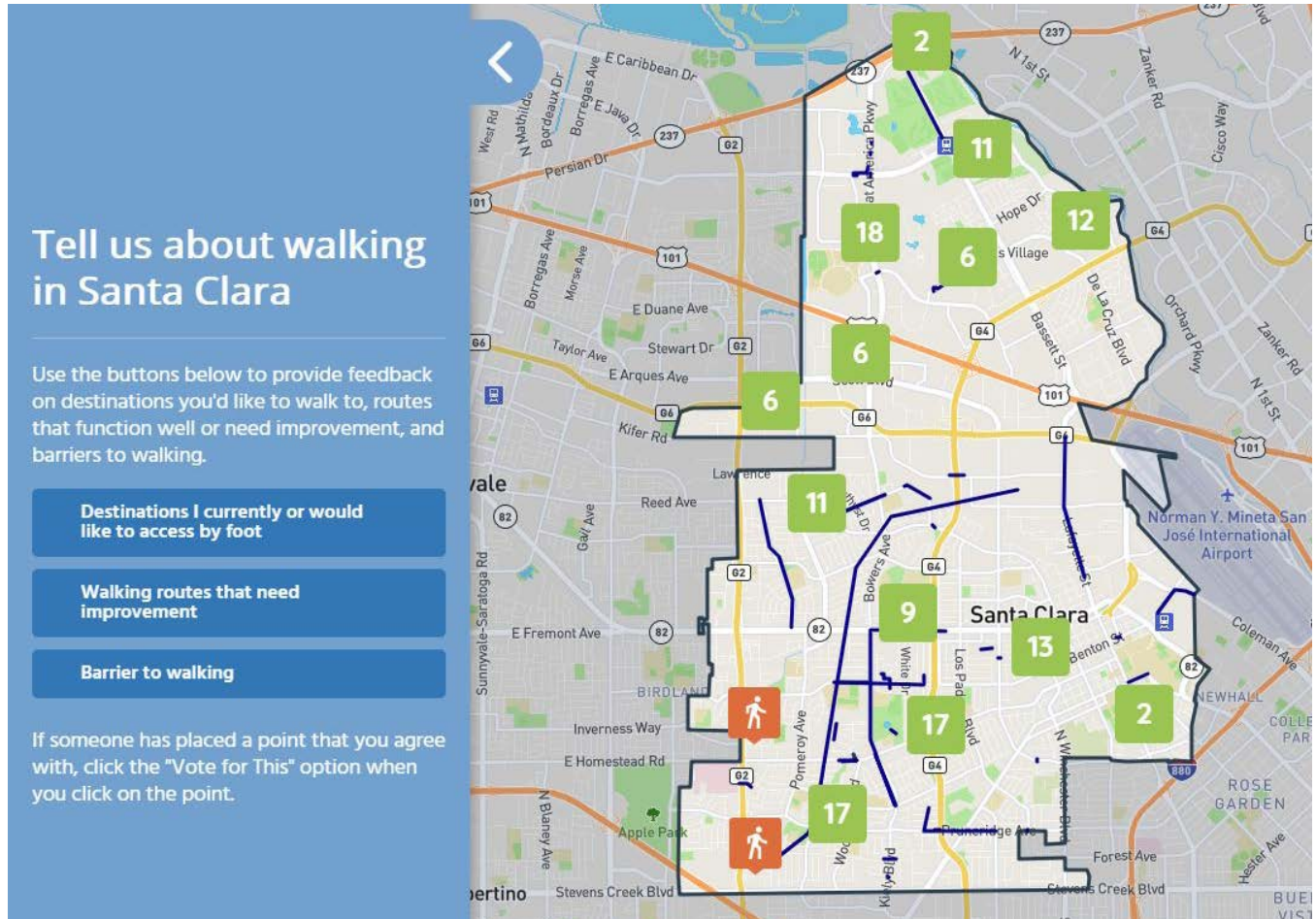
Santa Clara Northside Branch Library Mobile Workshop

On a Saturday morning, the project team set up at the Northside Branch Library to share and receive feedback on the draft recommendations. The team heard feedback on the intersection improvements within the Rivermark/Lickmill Area, as well as all of the nine pedestrian priority zones.

SEPTEMBER 2019

Community Meeting #3

The final workshop held as part of the Pedestrian Master Plan provided an opportunity for the public to provide feedback on the Draft Plan. The meeting started with an update on the Plan process, and a recap of the needs analysis and recommendations development process.



▲ Online Interactive Mapping Tool

The City distributed an online tool where Santa Clarans could provide location-specific feedback. Between February and April 2019, users provided over 420 comments on walking barriers, walking destinations, and individual's walking routes. Other participants could “like”, “dislike”, or comment on people’s input – creating an online conversation. In July 2019, the City distributed a new online tool displaying the over 100 draft project recommendations. Santa Clarans could “like”, “dislike” or propose a new location or intersection for the City to consider.

City Website and Social Media

For all community outreach opportunities, including the online survey and interactive mapping tool, the City leveraged their existing website, social media accounts, City Manager’s Blog, and newsletter mailing list to share information about the Plan process and encourage Santa Clara residents to engage with the project team.

What We Heard

Overall, Santa Clarans are interested in:

- **Improved connections to trails** – People identified that trails in Santa Clara are an important part of the pedestrian network, and help people avoid walking on busy streets. Santa Clarans want increased access points to the San Tomas Trail and Guadalupe River Trail, and are interested in creating a pathway along Saratoga Creek.
- **Greater protection at signalized intersections** – Residents shared “near miss” stories with the project team as they crossed signalized intersections. Pedestrians identified being wary of cars making permitted left turns through an intersection, and identified the protected left turn signal phasing as a potential countermeasure.
- **Increased access to shopping centers** – People want to do more shopping on foot. Many noted that the stores they want to access (at the Old Town Center or Mariposa Shopping Center, for example) do not have pedestrian-friendly entrances. Some stores have dividing walls where they adjoin residential areas, an opportunity to create neighborhood-facing entrances.
- **Enhanced wayfinding** – Residents wanted to share their favorite destinations in Santa Clara, but noted the absence of signage or wayfinding to let people know how to get there. These destinations included the farmers market, Mission Library, the Convention Center, and Levi Stadium.
- **Improved lighting** – We heard that the City needs to address walkability outside of daylight hours. Residents identified specific crossing locations across the City that do not have adequate lighting at dusk, dawn, or night.

Santa Clarans want to focus on:

- **Central Park and its surroundings** – Central Park is a citywide attractor, and residents walk longer distances to use Central Park and the community facilities hosted onsite. People identified Kiely Boulevard and Homestead Road functioning as entryways into the park, and needing walking environment enhancements.
- **El Camino Real** – Lack of shade and sidewalk amenities, along with fast moving vehicles, free right turn lanes, and long crossing distances make El Camino Real a challenging roadway to walk along or across. Almost everyone we talked to identified this road as a barrier to walking. Many noted that this roadway needs to be redeveloped with walking in mind, including widening sidewalks, providing places to rest, and redesigning shops to serve pedestrians.
- **Collector Streets** – Collector streets across the City, such as Bellomy Street, Homestead Road, Benton Street, and Cabrillo Avenue provide efficient walking connections, but are uncomfortable due to higher vehicle speeds. Many identified the need for pedestrian improvements on these collector streets in order to provide connections to parks, schools, and community centers.
- **Lick Mill Boulevard** – Lick Mill Boulevard runs from Montague Expressway to Tasman Drive in northern Santa Clara. People identified the need to calm traffic and provide better connections from the numerous multi-family and apartment developments to the Northside Branch Library, retail, and the natural areas and parks.

04.

Needs Analysis

The Santa Clara Pedestrian Plan identifies priority locations for pedestrian investment within the city using a data-based approach.

04. Needs Analysis

The needs analysis looks more closely at the pedestrian needs across the city using the four identified components of walkability: pedestrian safety, pedestrian comfort, convenience, and walkable land uses. We know that across the city there are numerous places that need to be improved to provide a safe, inviting, and connected pedestrian network. This needs analysis process helps the city direct resources to locations with the greatest need first.

Pedestrian Safety

Between 2012 and 2017, there were 167 pedestrian-involved collisions in Santa Clara, six resulting in pedestrian fatalities. Looking at trends and patterns over this five-year period helps us understand how to design for safer complete streets.

In 2017, there were 29 collisions involving pedestrians, which represents a 21% decrease from the 5-year high of 37 pedestrian collisions in 2015. By comparison, there were 367 motor vehicle-only collisions in 2017, a 12% drop from the 5-year high of 418 in 2016. Although pedestrian collisions have decreased since 2012, there is more to be done to address pedestrian safety in Santa Clara.

The number of pedestrian-involved collisions increase around evening rush hour (5:00 pm), each representing roughly 13 percent of collisions at that time. Furthermore, while all modes decline in collisions as rush hour decreases (between 5:00 pm and 7:00 pm), pedestrian-involved collisions increase again during the hours of 8:00 pm and 9:00 pm. This suggests that the darker hours of the day are disproportionately affecting people walking. It could also suggest that these are the more popular times of day for pedestrians to be outdoors.

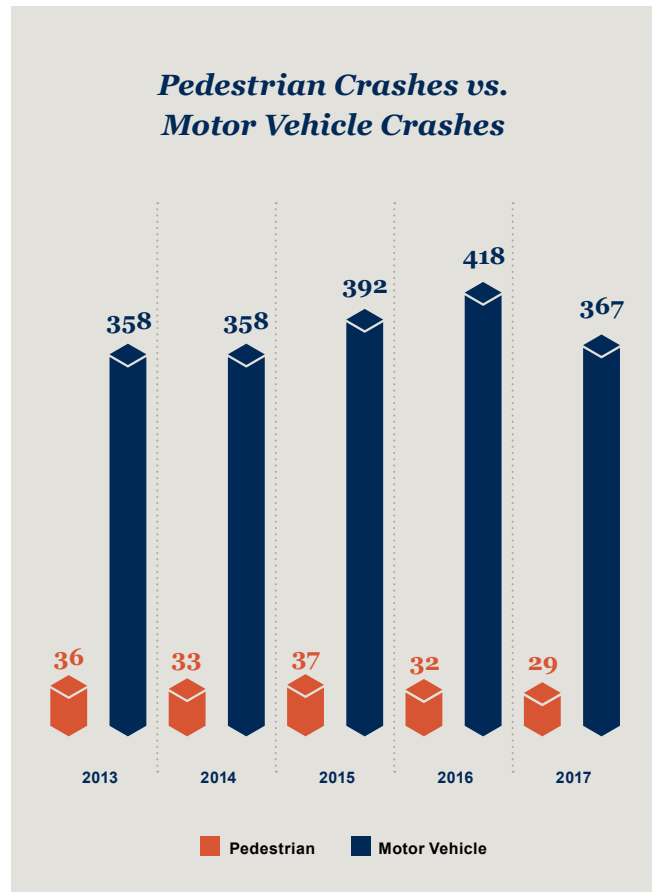


Figure 4. Annual Crashes by Mode

People walking are disproportionately impacted in traffic collisions. Pedestrian crashes represent 7% of all collisions in Santa Clara, yet account for a third of all fatal crashes. Collisions involving pedestrians are likely to have more severe outcomes than motor vehicle-only crashes.

Pedestrian crashes tend to occur in intersections, while motor vehicle-only crashes are more likely to be non-intersection crashes. The ratio of pedestrian and motor vehicle-only crashes that occur in intersection versus “not intersection” locations (i.e. midblock or on an approach to an intersection) are represented in Figure 6. Intersections are more dangerous for pedestrians than motorists, with 60 percent of all pedestrian crashes occurring in intersections, compared to 36 percent for motor vehicle-only crashes.

Over three quarters of all pedestrian crashes took place south of the Caltrain line. Many of the intersections with multiple pedestrian crashes are located along El Camino Real.

Other noteworthy corridors include:

- **Monroe Street:** multiple intersections with many pedestrian collisions
- **Lafayette Street:** multiple intersections with many pedestrian collisions, both in the downtown core as well as north of the Caltrain line
- **Kiely Boulevard:** a fatal pedestrian collision, and a number of single-crash intersections

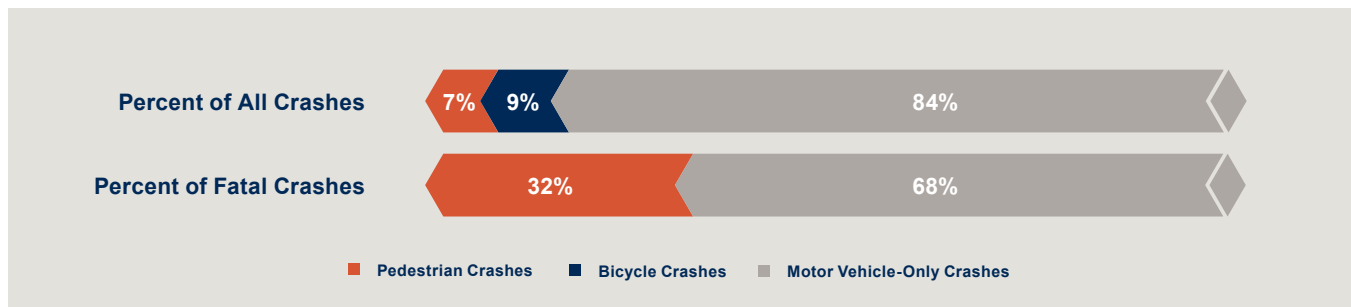


Figure 5. Pedestrian Crashes and Severity compared to All Crashes

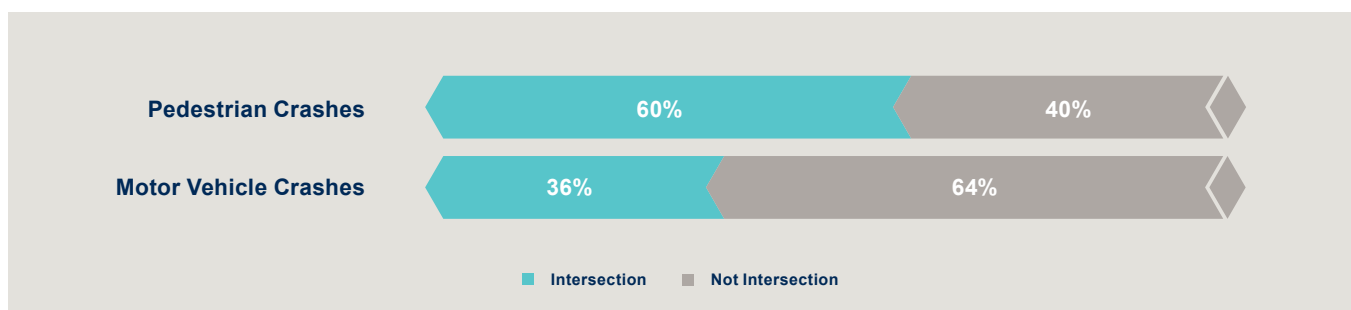
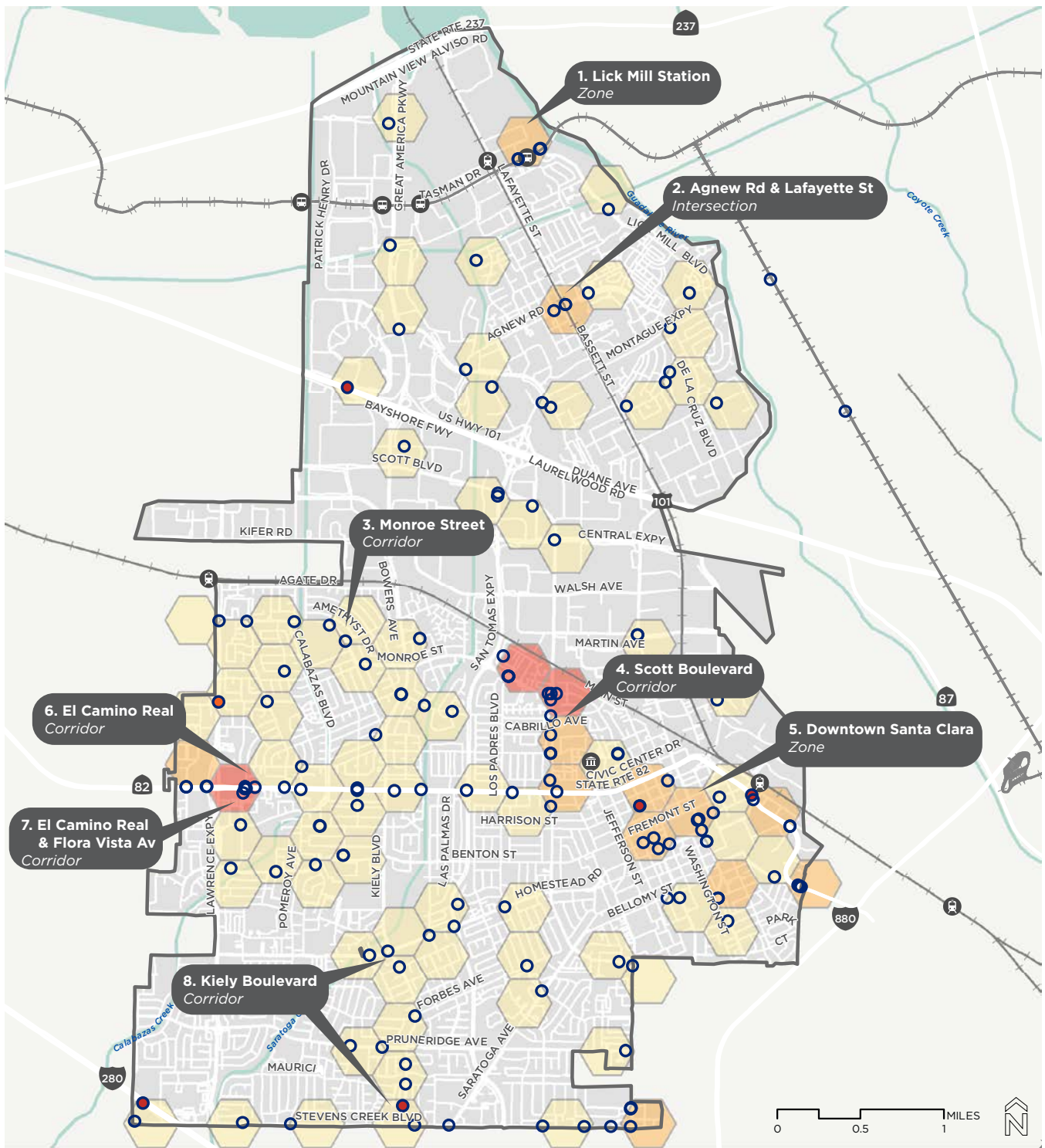
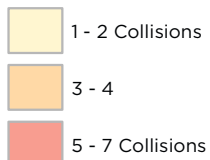


Figure 6. Pedestrian Crashes and Severity compared to All Crashes

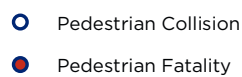


Map 8. Pedestrian Collisions

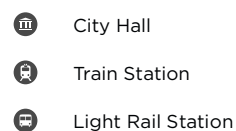
COLLISION AREAS



COLLISION POINTS



DESTINATIONS



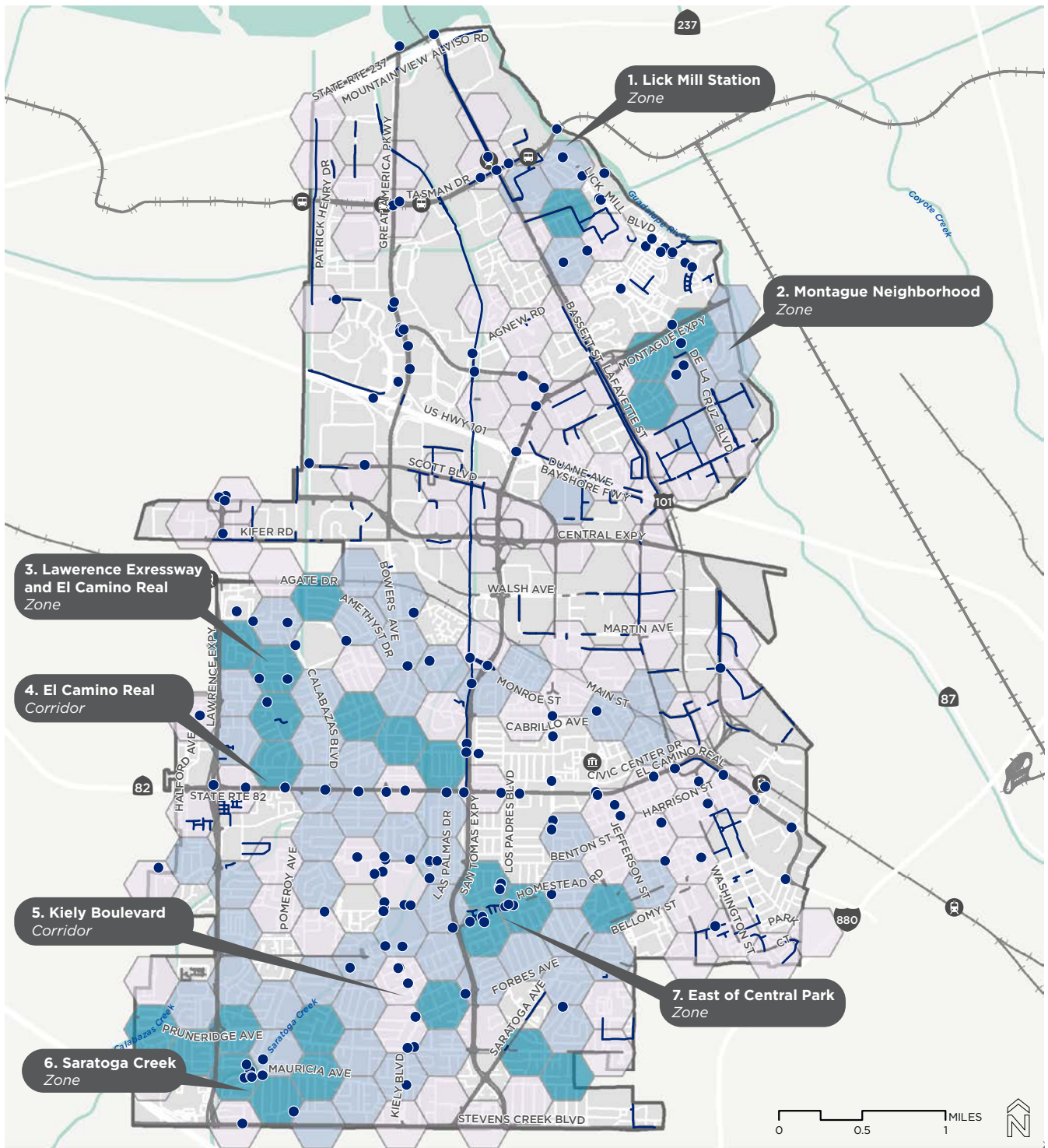
Pedestrian Comfort

Examining pedestrian comfort acknowledges that just because someone can physically walk from Point A to Point B, it helps when the environment provides a pleasant walking experience. This Plan uses the following factors as a proxy for the level of comfort experienced by a pedestrian along their route, including:

- The roadway's calculated Pedestrian Level of Traffic Stress (PLTS). Pedestrian Level of Traffic Stress (PLTS), is a score based on factors including the presence (or lack of) sidewalks, the type of roadway, and speed of traffic. Scores range from 1 to 4, with 1 being the least stressful and 4 being the most stressful to pedestrians.
- Intersections with missing curb ramps.
- Presence of other barriers, identified through public input. Barriers identified through community comments include items such as challenging crossings, poor lighting, uneven or obstructed sidewalks and restricted access to creeks and trails.

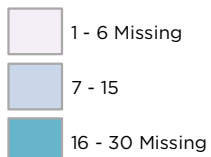
Map 9 illustrates the relationship between high-PLTS roadways, missing curb ramps, and publicly-collected barriers to walking trips. The following areas are identified as having low comfort for pedestrians:

- **Lick Mill Station:** The residential area south of the Lick Mill Station is identified as having a number of walking barriers along Tasman Drive and Lick Mill Boulevard and is bounded by the high stress Lafayette Street and Tasman Drive.
- **Montague Neighborhood:** The residential neighborhood south of Montague Expressway and east of Lafayette Street has a high density of missing curb ramps and barriers to accessing nearby schools.
- **Lawrence Expressway/El Camino:** This largely residential area bounded to the north by Agate Drive and to the south by El Camino Real has a high density of missing curb ramps.
- **El Camino Real:** The public identified El Camino Real as a high stress roadway with challenging pedestrian crossings, most notably on the extent between Lawrence Expressway and the San Tomas Expressway.
- **Kiely Boulevard:** The walking barriers highlight the public's desire for more frequent and comfortable crossings of Kiely Boulevard.
- **Saratoga Creek:** Public input from residents in this area in southwest Santa Clara shows a demand to reach the many schools and parks in the area, and nearby shopping centers on Stevens Creek Boulevard. The area has many low stress neighborhood streets for residents, but a high density of missing curb ramps which is an indicator of sidewalk discomfort.
- **East of Central Park:** Public outreach identified a number of crossing and walking barriers on Homestead Road and Los Padres Boulevard east of Central Park as the land use shifts to residential and the posted speed limit decreases, but people report that drivers do not yield to pedestrians.

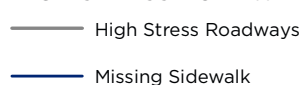


Map 9. Pedestrian Comfort

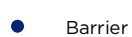
MISSING CURB RAMPS



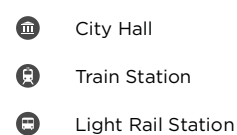
HIGH STRESS ROADWAYS



PUBLIC INPUT



DESTINATIONS



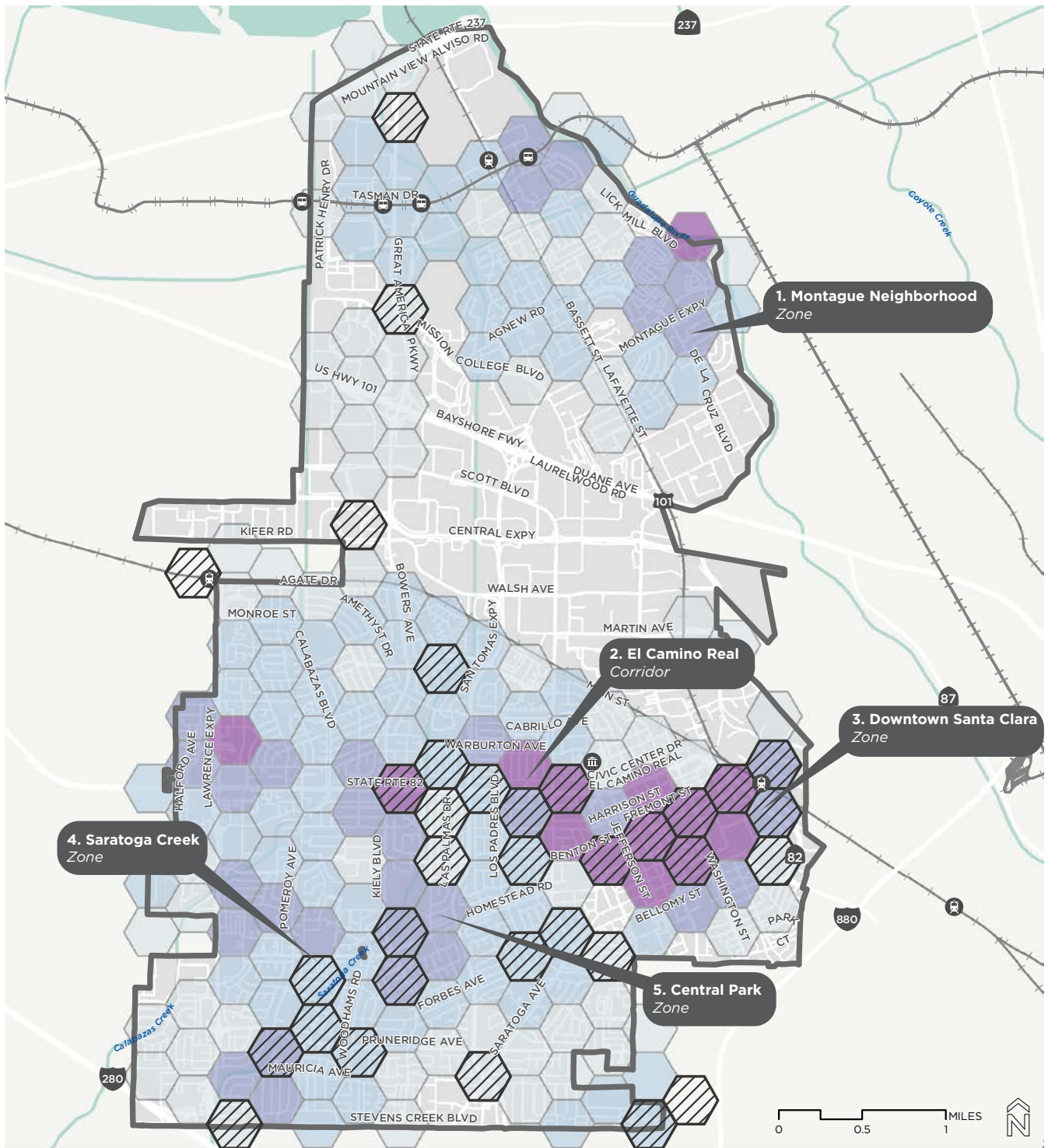
Convenient Access

While it may not be feasible to take all of your trips by walking, the Santa Clara Pedestrian Master Plan looks at how to improve people's walking access to key neighborhood-serving destinations. These major walking destinations include neighborhood shopping centers, schools, parks, libraries, high ridership bus stops, and transit centers.

The concept of a pedestrian shed or "ped shed" is the distance that can be covered in five minutes at a typical walking pace, displayed by a quarter mile distance around a destination. A five-minute walk is considered a reasonable distance for people before they consider other modes.

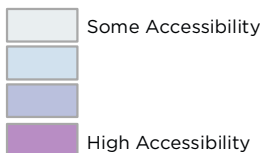
Map 10 identifies areas with overlapping pedsheds to the major walking destinations, denoting these areas as having a range of "some accessibility" to "high accessibility" depending on how many destinations can be reached within a quarter mile. Additionally, areas where at least two walking destinations have been identified through public participation are layered on the map in crosshatched areas. These crosshatched areas were identified independent from the designation of pedsheds and are shown to illustrate how public input correlates or diverges from technical analysis. The following areas are important for promoting walking-length trips:

- **Montague Neighborhood:** The Montague Neighborhood provides access to a high density of parks, schools, and the Northside Branch library.
- **El Camino Real:** El Camino Real, especially between Kiely Boulevard and Scott Boulevard had a high number of public-identified walking destinations.
- **Downtown Santa Clara:** The area surrounding Santa Clara University has the highest access to community-serving destinations and transit in the city.
- **Saratoga Creek:** Residential areas on either side of Saratoga Creek are able to use low stress routes to access parks and schools in the area. The pedestrian-only crossing of Saratoga Creek at Mauricia Avenue increased access to retail centers along Stevens Creek Boulevard.
- **Central Park:** The neighborhoods surrounding Central Park can access Central Park, Central Park Library, and nearby schools within a quarter mile walking distance.

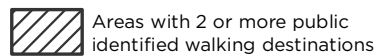


Map 10. Destination Accessibility

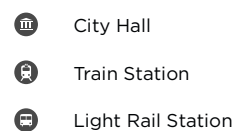
1/4 MILE ACCESSIBILITY TO MAJOR DESTINATIONS



PUBLIC INPUT



DESTINATIONS



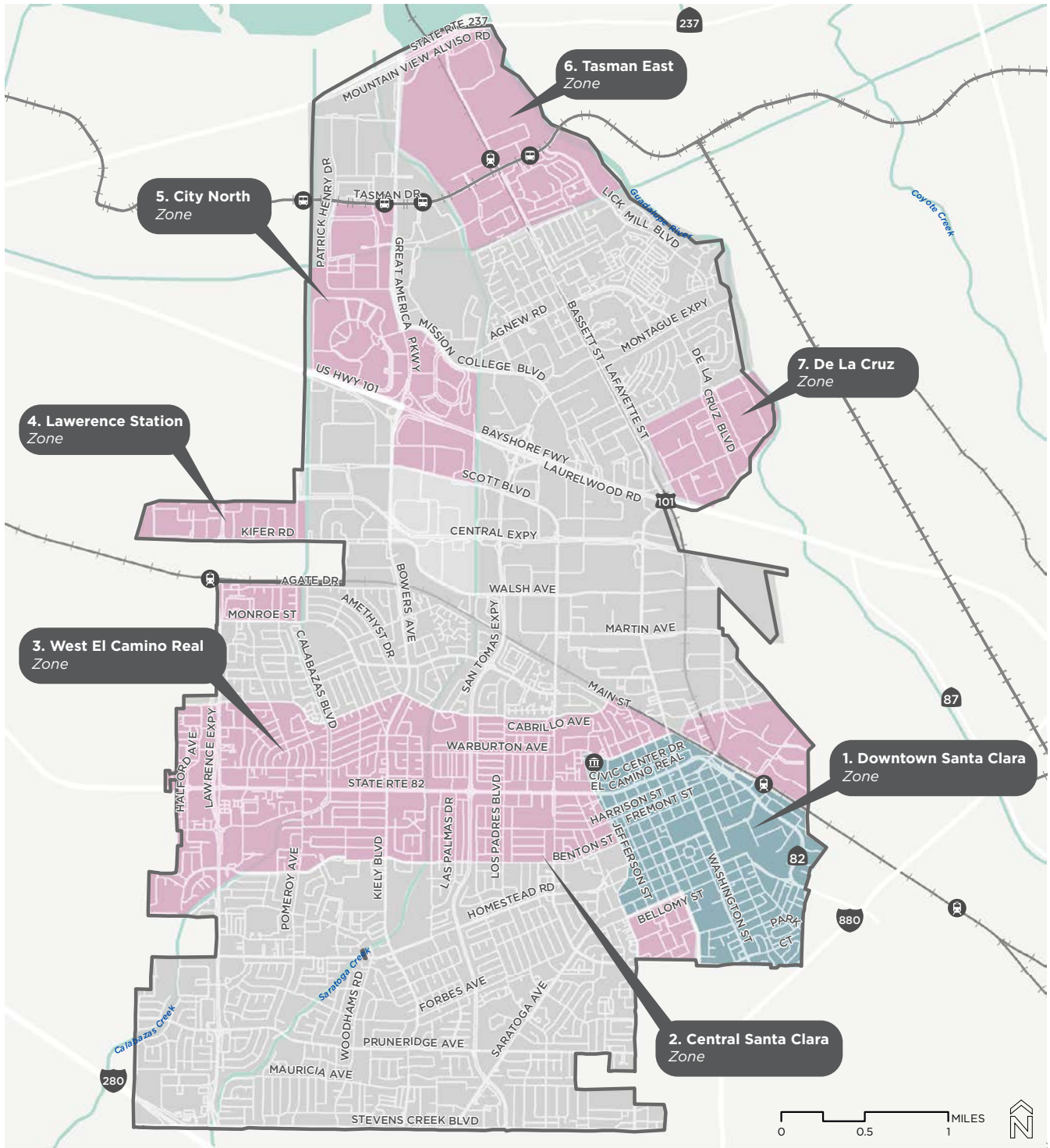
Walkable Land Uses

Santa Clara holds a mix of different land uses, and not every area is suited to become a denser walkable area with a mix of residential, retail, and services. In fact, many residents cherish Santa Clara for its quiet residential neighborhoods. Map 11 identifies the pedestrian-oriented land use areas within Santa Clara according to three categories:

- **Walkable Urban.** This pattern refers to areas within the City that are pedestrian-oriented in the built environment and that contain services, retail, or restaurants within a short walking distance.
- **Transitional.** This pattern has many of the characteristics of the Walkable Urban areas but is missing key elements such as services, jobs or retail within a short walking distance. These locations can either be transformed into Walkable Urban by adding missing characteristics or they can transform into Auto-Oriented Suburban. Transitional areas should be developed so that they connect with existing pedestrian facilities, such as existing creek trails.
- **Auto-Oriented/ Walkable Suburban.** This pattern refers to areas that are more auto-dependent in nature and layout where automobiles are usually required for day-to-day activities. Walking and cycling do occur in these areas, but generally for recreational rather than destination purposes.




Map 11 categorizes land use areas to identify locations where walking is currently supported or could be further enhanced through changes to the zoning code. These pedestrian supportive zones include the following:

- **Downtown Santa Clara:** The shorter street blocks in the area surrounding Santa Clara University creates a connected and permeable pedestrian environment. The City will soon kick off the Downtown Precise Plan effort.
- **Central Santa Clara:** Block lengths increase slightly west of the downtown area, but the mix of high density residential and commercial uses sets the stage for a fine grain mix of uses allowing people to access daily goods and services on foot.
- **West El Camino Real:** The City's El Camino Real Specific Plan will help identify the intensification of land uses along El Camino in this area, and look at how to increase permeability and walkability for the neighborhoods within walking distance to this corridor.
- **Lawrence Station Area:** The anticipated transit-oriented development around the Lawrence Station focuses on providing a pedestrian-friendly environment.
- **City North:** Two concurrent specific plan efforts will provide a focus on the pedestrian environment surrounding Mission College and along the Great American Parkway.
- **Tasman East/ City Place:** The area within and surrounding the Tasman East Specific Plan will have a pedestrian focus surrounding the Lick Mill Station. The proposed City Place development north of Tasman Drive will add approximately 1500 dwelling units and 5,000,000 square feet of office space.
- **De La Cruz:** Planning for the De La Cruz Focus Area will begin in 2023 and plan for higher density residential and mixed-use development.






Map 11. Walkable Land Use

LAND USE

	Auto Oriented / Walkable Suburban
	Transitional
	Walkable Urban

DESTINATIONS

	City Hall
	Train Station
	Light Rail Station

Priority Pedestrian Zones

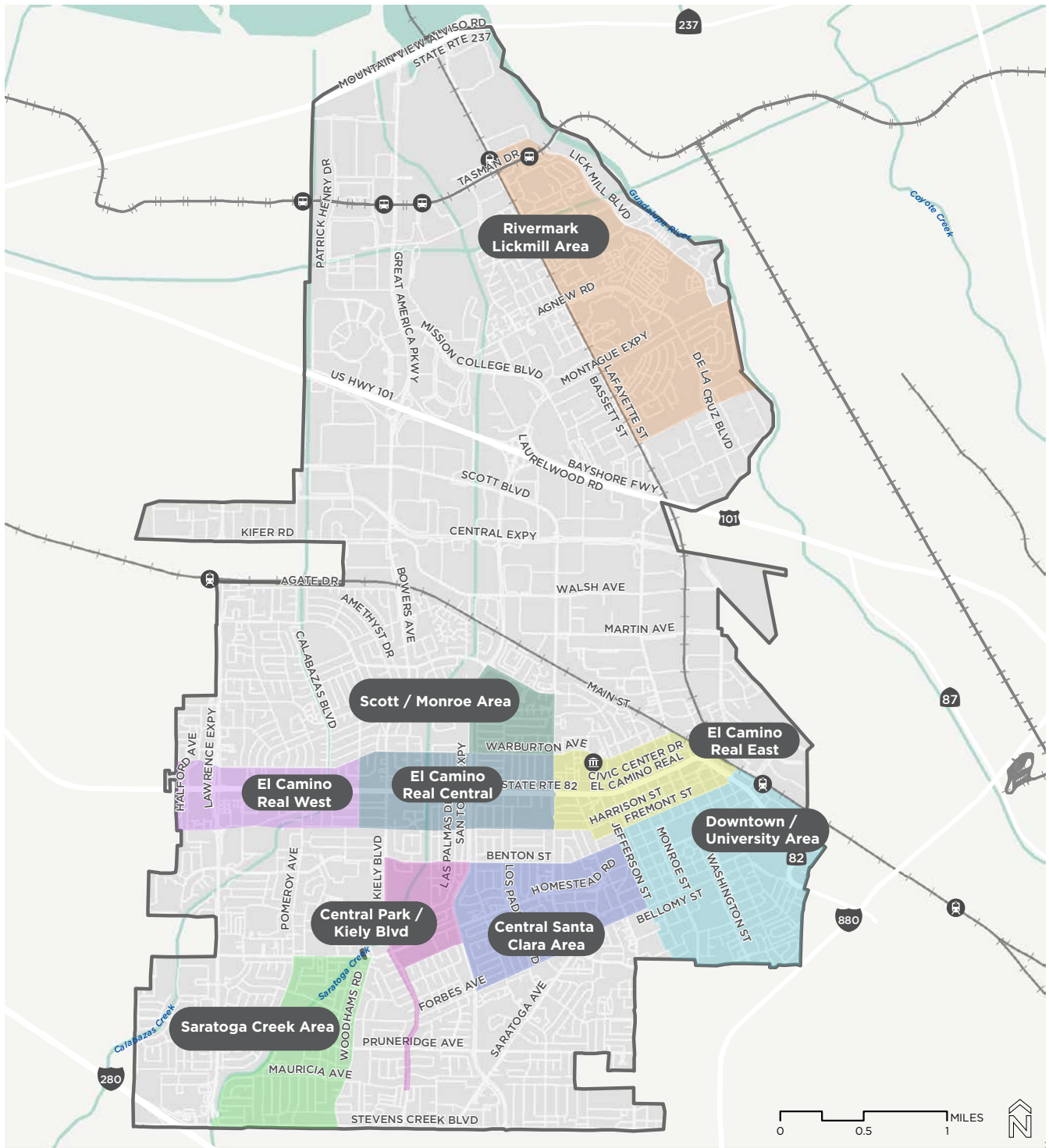
The experience of walking is fine grained – it includes each crack in the sidewalk you experience, the flowers you stop to admire, and the time you wait to cross at each intersection. This is a huge challenge for the City to improve, given the 264 miles of streets that people use to walk.

A central strategy for the Pedestrian Master Plan is the designation of Priority Pedestrian Zones across the city. These zones help the City focus on areas with the highest potential for increasing walkability. The areas were developed by culminating focus areas for each of the four components of walkability – safety, comfort, destination accessibility, and walkable land use. In other words, these are the areas identified as having the most need to improve pedestrian safety and comfort, and having the most potential to become denser walkable nodes close to community destinations. Based on the four components of walkability, and as seen in Map 12, the nine Priority Pedestrian Zones include:

- Rivermark Lickmill Area
- Downtown / University Area
- Central Santa Clara
- Central Park / Kiely Boulevard
- Saratoga Creek Area
- El Camino Real West
- El Camino Real Central
- El Camino Real East
- Scott / Monroe Area




The Priority Pedestrian Zones are the backbone of the recommendations of this plan, laid out in **Chapter 5**. They provide a way for the City to strategically and smartly invest in walkable places.

While this plan prioritizes investment in these zones, the City will continue to invest opportunistically and respond as needs arise outside of the Priority Pedestrian Zones. The key strategies and policies that guide city-wide pedestrian investments are laid out in the following chapter.



Map 12. Priority Pedestrian Zones

DESTINATIONS

-  City Hall
-  Train Station
-  Light Rail Station

05.

Recommendations

Built on the needs and opportunities identified through the evaluation of existing conditions and robust community input, this chapter presents the projects and plans for the City of Santa Clara to implement.

Improvements identified during previous planning efforts and studies were also reviewed for this Plan, including numerous Safe Routes to School assessment reports, Uncontrolled Crosswalk Study, and specific plans. Recommendations are considered planning-level, meaning they should be used as a guide when implementing projects. In some cases, traffic analysis and more detailed engineering analysis will be required to evaluate specific site conditions and develop designs that reflect conditions and constraints.

This chapter includes the following sections:

- **Citywide Recommendations** describes larger cross-department initiatives that should be pursued throughout Santa Clara to support the specific recommendations included in this Master Plan.
- **Pedestrian Recommendation Toolbox** describes and illustrates the types of infrastructure best suited to helping the City meet its goals of developing a safe, comfortable, convenient, active, and implementable pedestrian network.
- **Recommendations by Priority Zone** identifies specific locations where infrastructure described in the Pedestrian Recommendation Toolbox should be applied.

Citywide Recommendations

Vision Zero

Recommendation:

1. Adopt a Vision Zero policy by 2024.

Pedestrians are involved in only 7% of collisions on Santa Clara's streets, but they account for 32% of road fatalities over the past five years. Vision Zero is a framework that evaluates roadway design, speeds, behaviors, technology, and policies and sets an action plan to achieve the shared goal of zero fatalities and severe injuries. Vision Zero requires collaboration across city departments and sustained political leadership. Santa Clara's first step is to develop its own policy commitment and follow that up with an action plan.

Resources:

Santa Clara's neighbor Sunnyvale recently completed a Vision Zero Plan: <https://sunnyvale.ca.gov/news/topics/visionzero/default.htm>.

Additional resources can be found by visiting the Vision Zero Network homepage: <https://visionzeronetwork.org/>

Safe Routes to School

Recommendations:

1. Develop a City Safe Routes to School Plan that creates a vision and outlines infrastructure and programmatic recommendations.
2. Expand number of schools enrolled in the City's Safe Routes to School program.
3. Expand the number of Safe Routes to School site assessments so that every school receives a traffic safety assessment at least once every five years.
4. Partner with local organizations such as Silicon Valley Bicycle Coalition or the Santa Clara County Department of Public Health to deliver education and encouragement programs at Santa Clara schools.
5. Partner with school districts in Santa Clara to fund encouragement events like International Walk and Roll to School day.
6. Reduce the speed limit to 15mph, where warranted, in school zones that experience high speeds.
7. Use targeted traffic enforcement to ensure safe driving behaviors in school zones.
8. Continue to implement pedestrian recommendations developed from school site assessments.
9. Publish and publicize Walk and Roll to School route maps for parents and students to know the easiest and most comfortable way to get to school without driving.

Safe Routes to School promotes walking and bicycling to school in a safe and supportive environment through education and encouragement activities. To facilitate increased safety near schools, Safe Routes to School programs evaluate and upgrade street infrastructure and enforce safe behaviors in partnership with the local police department. Districts that have robust Safe Routes to School programs report their students benefit from increased physical activity, fewer collisions, improved air quality, and greater student academic achievement. The City has undertaken school site assessments and has already funded improvements near Scott Lane Elementary, Bowers Elementary, Briarwood Elementary, and Montague Elementary.

Resources:

Santa Clara County Department of Public Health coordinates and helps fund Safe Routes Programs: <https://www.sccgov.org/sites/phd/hi/trafsafe/Pages/saferoutes.aspx>

Additional resources can be found on the Safe Routes Partnership website: <https://www.saferoutespartnership.org/>



Placemaking and Land Use Planning

Recommendations:

1. Follow Santa Clara's Community Placemaking Process when developing Specific Plans and updating the General Plan.
2. Create denser, mixed-use neighborhoods and streetscapes that encourage walkable trips.
3. Specific Plans should be developed to include connectivity to existing pedestrian facilities and have future developments share financial responsibility of off-site connectivity improvements which lie along their property frontages.

Placemaking is a process where the community has a larger role in the design and development of their public spaces. Starting in 2017, the City embarked on a community engagement process in partnership with the Project for Public Spaces. The majority of beloved community spaces have one thing in common – they are pedestrian friendly. Santa Clara's Farmers Market is often cited by residents as one of Santa Clara's great public events. Lessons from the placemaking initiative have informed specific plans and should carry forward into the next update of the City's General Plan.

Resources:

To review Santa Clara's Placemaking journey, visit:
<http://santaclaraca.gov/government/departments/community-development/community-placemaking>

Specific Plans adopted and underway are located on the City's website:
<http://santaclaraca.gov/government/departments/community-development/planning-division/general-plan-and-specific-plans>

Additional resources can be found by visiting the Project for Public Spaces website:
<https://www.pps.org/>

Wayfinding

Recommendation:

1. Develop a wayfinding plan for priority pedestrian zones.

Well-crafted wayfinding systems encourage people walking to go that extra mile, explore new areas, and foster a sense of place. Wayfinding systems should encourage increased rates of active transportation by creating a clear and attractive network that is easy to understand and navigate. The City should develop a wayfinding plan in order to involve the community in the creation of a uniquely Santa Clara design and decide appropriate placement of signs, landscaping, and public art that supports the wayfinding system.

Resources:

Alta Planning + Design has developed six core principles to consider in the development of wayfinding systems:

<https://altaplanning.com/wayfinding-design/>



Lighting

Recommendations:

1. Develop street light guidelines and light level goals that meet or exceed American National Standard Institute (ANSI)/Illuminating Engineering Society (IES) recommended best practices for roadway lighting.
2. Work with Silicon Valley Power to expand LED Streetlight Retrofit Program to priority pedestrian zones and other areas outside of these zones, as opportunity arises.

Silicon Valley Power (SVP) is the City agency responsible for the installation and maintenance of Santa Clara's streetlights. In 2015, Silicon Valley Power completed the retrofit of existing high pressure sodium and mercury vapor streetlights in the southern part of the City with more efficient LED streetlights. In December 2017, SVP began the retrofit of the traffic safety lights at major intersections in this same area with more efficient LED lights. This area is covered under Section 1 in Map 12. Following this, SVP retrofitted both the streetlights and traffic safety lights in Section 2 and Section 3 with more efficient LED streetlights. The work was complete in Spring 2018.

Future plans for retrofitting the streetlights in the remaining part of the City are currently under development. Silicon Valley Power currently uses ANSI/IESNA RP-8-00 as its standard for the design and installation of roadway lighting. To assess the performance of current roadway lighting and identify future placement, the City should develop a Public Streetlight Design Guide in partnership with Silicon Valley Power that sets light level goals to meet or exceed ANSI/IES RP-8-18. that sets light level goals.

Resources:

In 2016, the City of San Jose adopted their Public Streetlight Design Guide:

<https://www.sanjoseca.gov/DocumentCenter/Home/View/242>

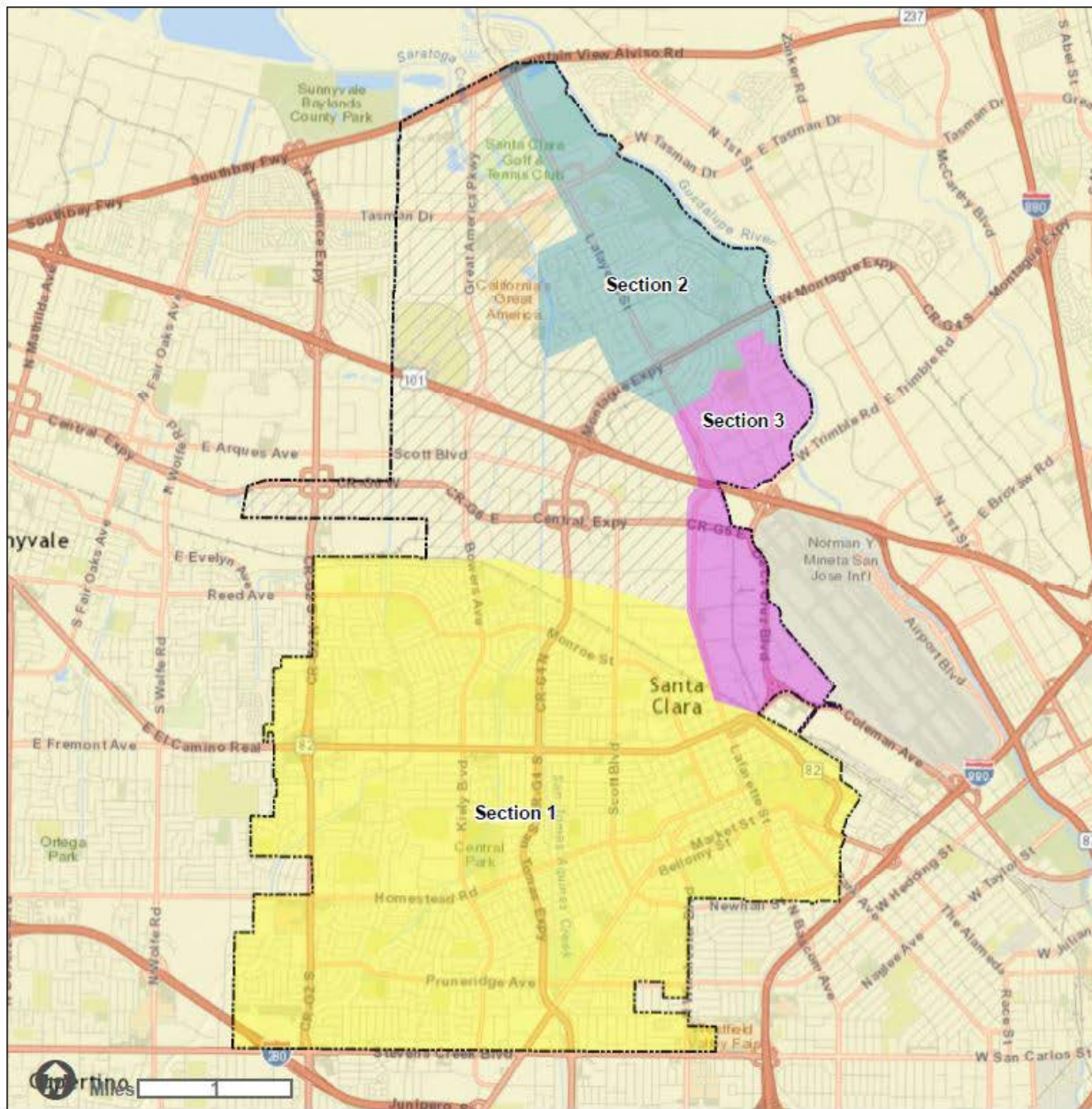
ANSI/IES RP-8-18: Recommended Practice For Design And Maintenance Of Roadway And Parking Facility Lighting: <https://blog.ansi.org/2019/03/ansi-ies-rp-8-18-design-roadway-lighting/#gref>

Silicon Valley Power community projects page:

<http://www.siliconvalleypower.com/svp-and-community/projects>

Map 13. Streetlight Retrofit Program

Source: Silicon Valley Power



City of
Santa Clara

LED Cobra Head Install Phase 2 - Phase Index

- Section 1 (Traffic safety lights)
- Section 2
- Section 3
- No Install Fixtures
- City Boundary

Pedestrian Recommendation Toolbox

This toolbox summarizes the crossing, traffic signal, transit stop, and walking environment enhancements that should be considered and incorporated into roadway and development plans and designs. Implementing these improvements will make walking in Santa Clara feel safer and more comfortable for pedestrians.

Crossing Improvement



Curb Extension

Curb extensions, or bulbouts, are extensions of the sidewalk and curb at the corners of intersections. They normally extend out the width of the parking lane, 7' to 8'. Curb extensions shorten the roadway crossing distance and make pedestrians more visible to motorists. They can also help calm traffic by narrowing the travel lane, and provide additional space for plantings and street furnishings.



Curb Radius Reduction

Shorter turn radii at intersections shorten the crossing distance for pedestrians and require vehicles to turn more slowly.



Improved Right-Turn Slip Lane Design

Right-turn slip lanes can be improved for pedestrian safety by either shortening the turn radius, requiring vehicles to turn more slowly, or removing slip lane entirely. Other improvements include installing pedestrian refuge islands and marked pedestrian crossings that are perpendicular to the slip lane (or as close to perpendicular as possible) so that people are clearly visible to oncoming drivers.

Continued

Crossing Improvement



High-Visibility Crosswalk Marking

High visibility crosswalks use marking patterns that are more visible to motorists than the standard parallel 'transverse' markings, and help increase yielding behavior and deter encroachment. Ladder, zebra, and the continental markings (shown here) are commonly used patterns.



Advance Yield/ Stop Lines

Advance yield and stop lines inform motorists of the correct position to wait for pedestrians at marked crossings. Advanced yield lines are triangular pavement markings ("sharks teeth") placed in advance of uncontrolled crossing locations. These markings are especially important at multi-lane uncontrolled crossings to ensure vehicles in one lane stop sufficiently far back so that approaching vehicles in the other lane can see the pedestrian and also yield. Advanced stop lines are used in advance of stop signs or signalized crossings.



Curb Ramp

Curb ramps provide a transition between the sidewalk and roadway crossings. Curb ramps are essential for pedestrians using wheeled mobility devices and provide universal access for all users including small children, adults pushing strollers, people with luggage, etc. Each corner should have two "perpendicular" ramps, one leading directly into each crosswalk. Ramps should include a tactile warning surface to inform users with visual impairments that they are transitioning between the sidewalk and the roadway.

Continued

Crossing Improvement



Crossing Island

Crossing islands, or pedestrian refuge islands, are typically areas at the mid-point of a marked crossing that prove a safe waiting space for pedestrians. They minimize pedestrian exposure by allowing pedestrian to cross the roadway in two separate stages.



Pedestrian-Scale Lighting

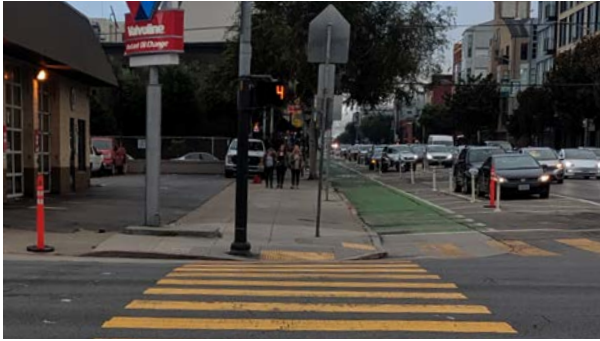
Pedestrian-scale lighting can improve walking accessibility at night time by illuminating sidewalks, crosswalks, curbs, and signs as well as barriers and potential hazards. Pedestrian-scale lighting should be employed in areas of high pedestrian activity.



Pedestrian Motion Sensors

Pedestrian motion sensors will detect whether pedestrians are still within a crosswalk at the end of a crossing phase. If pedestrians are still crossing, the sensor will extend the green time of the accompanying vehicle phase before the traffic signal phase turns red, giving pedestrians additional time to safely exit the crosswalk.

Signal Improvement



Pedestrian Signal/Countdown Signal

A pedestrian signal communicates when a pedestrian may cross an intersection. Countdown signals notify the pedestrian of how much time remains in the crossing phase. They can help prevent people from getting stuck in the middle of the intersection when the signal changes.



Traffic Control Study

A traffic control study designates an area where the city is considering adding a signal, sign, or beacon to improve pedestrians' crossing experience. A warrant must be met before the City can consider installing one of these traffic control devices. The MUTCD defines a warrant as a threshold condition based upon average or normal conditions that, if found to be satisfied as part of an engineering study, shall result in analysis of other traffic conditions or factors to determine whether a traffic control device or other improvement is justified.



Pedestrian Hybrid Beacon (PHB)

Pedestrian Hybrid Beacons, also known as High-Intensity Activated Crosswalk Beacons (HAWKs), are user-activated traffic control devices that cycle through a flashing yellow, flashing red, and then steady red light to stop vehicles and allow pedestrians to cross a road safely. They can be installed at any uncontrolled crossing location. A traffic control study must be completed and warranted before the installation of this traffic control device.

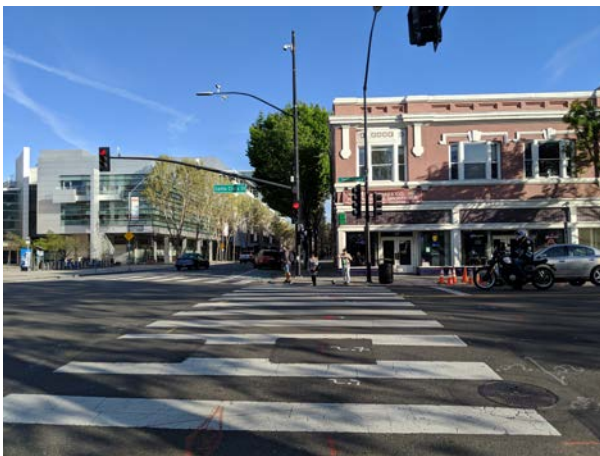
Continued

Signal Improvement



Rectangular Rapid Flash Beacon (RRFB)

Rectangular Rapid Flash Beacons (RRFBs) are user-activated pedestrian beacons that use flashing high intensity LED lights to alert motorists to the presence of pedestrians in the crosswalk. They can be installed at any uncontrolled crossing location. A traffic control study must be completed and warranted before the installation of this traffic control device.



Leading Pedestrian Interval

A Leading Pedestrian Interval (LPI) typically gives pedestrians a 3–7 second head start when entering an intersection with a corresponding green signal in the same direction of travel.



Stop Sign/Signal

Stop sign or signal warrant studies evaluates traffic conditions, pedestrian characteristics, and physical characteristics of the location to determine whether installation of a traffic control device is justified at a particular location. A traffic control study must be completed and warranted before the installation of this traffic control device.

Continued

Signal Improvement



Pedestrian Crossing Sign

Pedestrian crossing signs alert motorists to the presence of a marked crosswalk. They can be placed parallel to or in advance of a crosswalk, and are particularly useful in locations where a crosswalk may not be expected by motorists.

Transit Stop Improvement



Transit Waiting Area Improvements

Transit stop amenities such as benches, bike racks, shade structures, and shelters enhance pedestrian comfort. The addition of real time transit information can provide real-time bus departure times for that stop.

Walking Environment Improvement



Public Space Activation

Public space activation refers to urban design and programming with the goal of enhancing a space to make it more inviting to people and encouraging them to linger. Examples of public space activation include art installations, parklets, outdoor seating and tables, farmers markets, and festivals.

Recommendations by Priority Pedestrian Zone

Proposed improvements in Santa Clara include building new sidewalks to close gaps in the pedestrian network, installing and upgrading curb ramps, and enhancing crossing conditions at intersections. Recommendations were evaluated and are mapped within Pedestrian Priority Zones. These zones are directly shaped by the streets and paths that provide important walking connections to the highest number of neighborhood destinations such as schools, parks, libraries, and major transit stops. Pedestrian Priority Zones also include streets and intersections in Santa Clara where the most number of people walking have been the victim of an automobile collision.

Spot Improvements

Typically located at intersections, spot improvements include one or more pedestrian infrastructure enhancements (see Pedestrian Recommendation Toolbox) that fall within the following categories:

- Crossing Improvement
- Signal Improvement
- Transit Stop Improvement
- Walking Environment Improvement

Spot Improvements are mapped by Pedestrian Priority Zone on the following pages and a more detailed list of the improvements at each spot is included within Appendix B. Additional engineering analysis and design may be needed to select the specific configuration of improvements.

Recommended Curb Ramps

Accessible curb ramps facilitate those with mobility challenges to access their destinations safely and conveniently. Curb ramps that are missing or deficient may require out of direction travel or fail to alert people with visual impairments of the roadway. Where curb ramps are missing or deficient and they overlap with a spot improvement location, replacement or upgrade to that curb is included as part of that combined project recommendation. Where there is not an additional recommendation, curb ramps should be addressed in accordance with the City's ADA Transition Plan and should prioritize ramps in Pedestrian Priority Zones. Missing curb ramp locations within priority pedestrian zones are shown on the following page.

Recommended Sidewalks

This Plan calls for the installation of sidewalks across the City to fill in the gaps and complete the pedestrian network. A comprehensive and connected network assists people in getting all the way from their front door to their intended destination. Sidewalks should be at least 5 feet wide in residential areas and 10 feet wide in commercial areas. As per the Americans with Disabilities Act (ADA), sidewalks must maintain an accessible pedestrian route with the appropriate width, slope, and surface. Sidewalks that connect to parks, schools, and libraries in residential areas may need to be wider to accommodate and encourage greater demand. Sidewalks should also accommodate 4 feet of clear path around obstructions such as telephone poles and utility boxes. Missing sidewalks recommended for installation are shown on the following page.

Rivermark Lickmill Area Recommendations

Project ID	Location
1	Tasman Drive / Lick Mill Station
2	Tasman Drive / Lick Mill Blvd
3	Calle de Primavera / Calle de Escuela
4	Lick Mill Blvd/ Ulistac Natural Area
5	Hetch Hetchy Trail / Fairway Glen Dr
6	Agnew Rd/ Bassett St
7	Lafayette St / Agnew Rd
8	Agnew / Avina Circle
9	Agnew Rd / Oracle Entrance
10	Lick Mill Blvd / E River Pkwy
11	Lick Mill Blvd / Fitzpatrick Way
12	Moreland Way / Fitzpatrick Way
13	Montague Expy / Agnew Rd
14	De La Cruz Blvd / Greenwood Dr
15	Lafayette St / Clyde Ave
16	Lafayette St / Laurie Ave
17	Lafayette St / Aldo Ave

05. Recommendations



Map 14. Rivermark Lickmill Area Recommendations

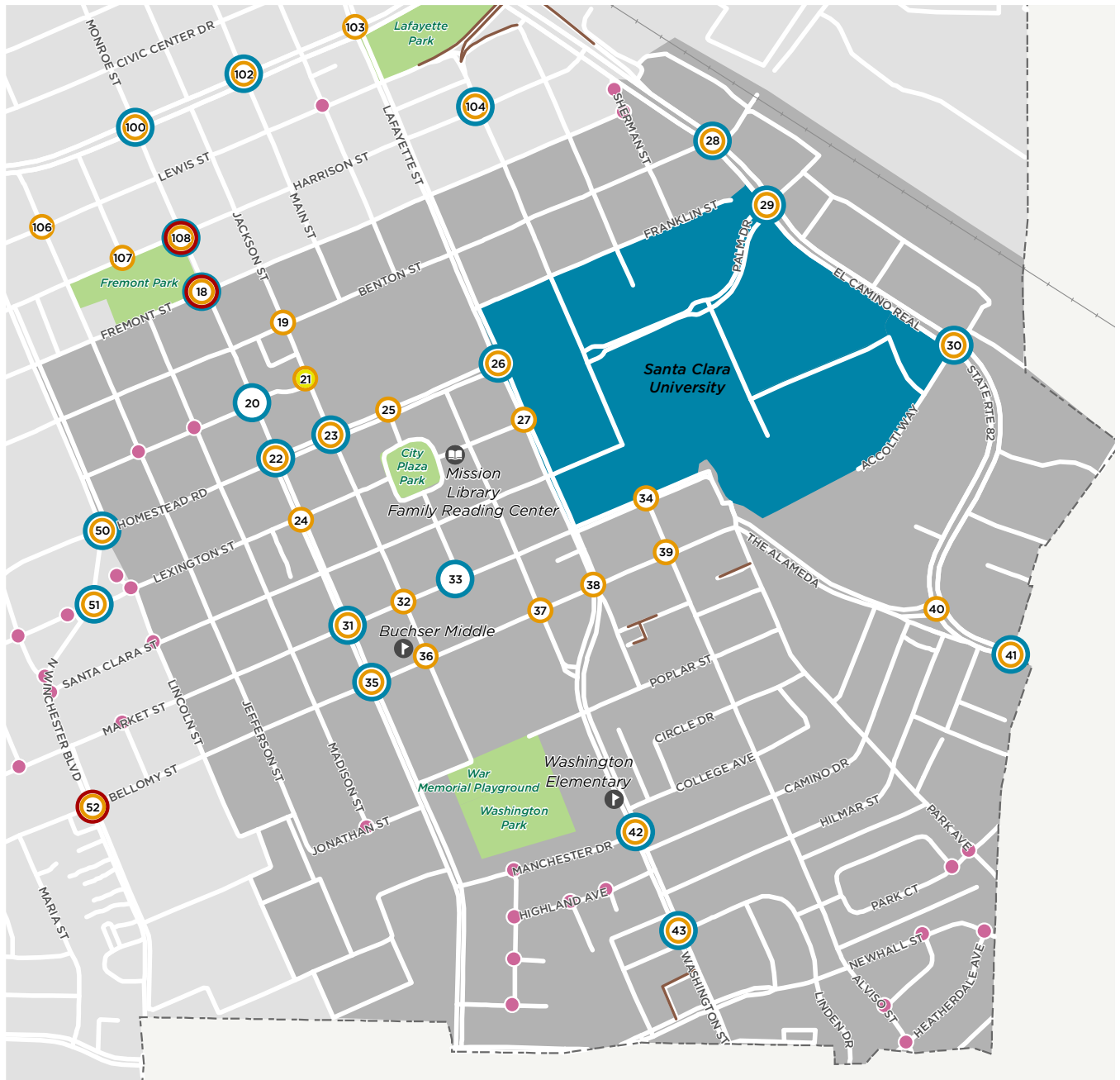
Pedestrian Improvement

- | | | | |
|---|--------------------------|--|--------------------------|
| # | Project ID Number | | Priority Pedestrian Zone |
| | Crossing Improvement | | Library |
| | Transit Stop Improvement | | School |
| | Signal Improvement | | Park |
| | Curb Ramps | | City Boundary |
| | Sidewalk | | |

Downtown / University Area Recommendations

Project ID	Location
18	Monroe St / Fremont St
19	Benton St / Jackson St
20	Monroe St / Franklin St
21	Jackson St / Franklin St
22	Monroe St / Homestead Rd
23	Homestead Rd / Jackson St
24	Monroe St / Lexington St
25	Homestead Rd/ Main St
26	Lafayette St / Homestead Rd
27	Lafayette St / Lexington St
28	El Camino Real / Benton St
29	El Camino Real / Railroad Ave
30	El Camino Real / Campbell Ave
31	Market St / Monroe St
32	Market St / Jackson St
33	Market St / Main St
34	The Alameda / Alviso St
35	Monroe St / Bellomy St
36	Bellomy St / Jackson St
37	Washington St / Bellomy St
38	Lafayette St / Bellomy St
39	Bellomy St/ Alviso St
40	El Camino Real / The Alameda
41	El Camino Real / Portola Ave
42	Lafayette St / Manchester Dr
43	Washington St / Linden Dr

05. Recommendations



Map 15. Downtown / University Area Recommendations

Pedestrian Improvement

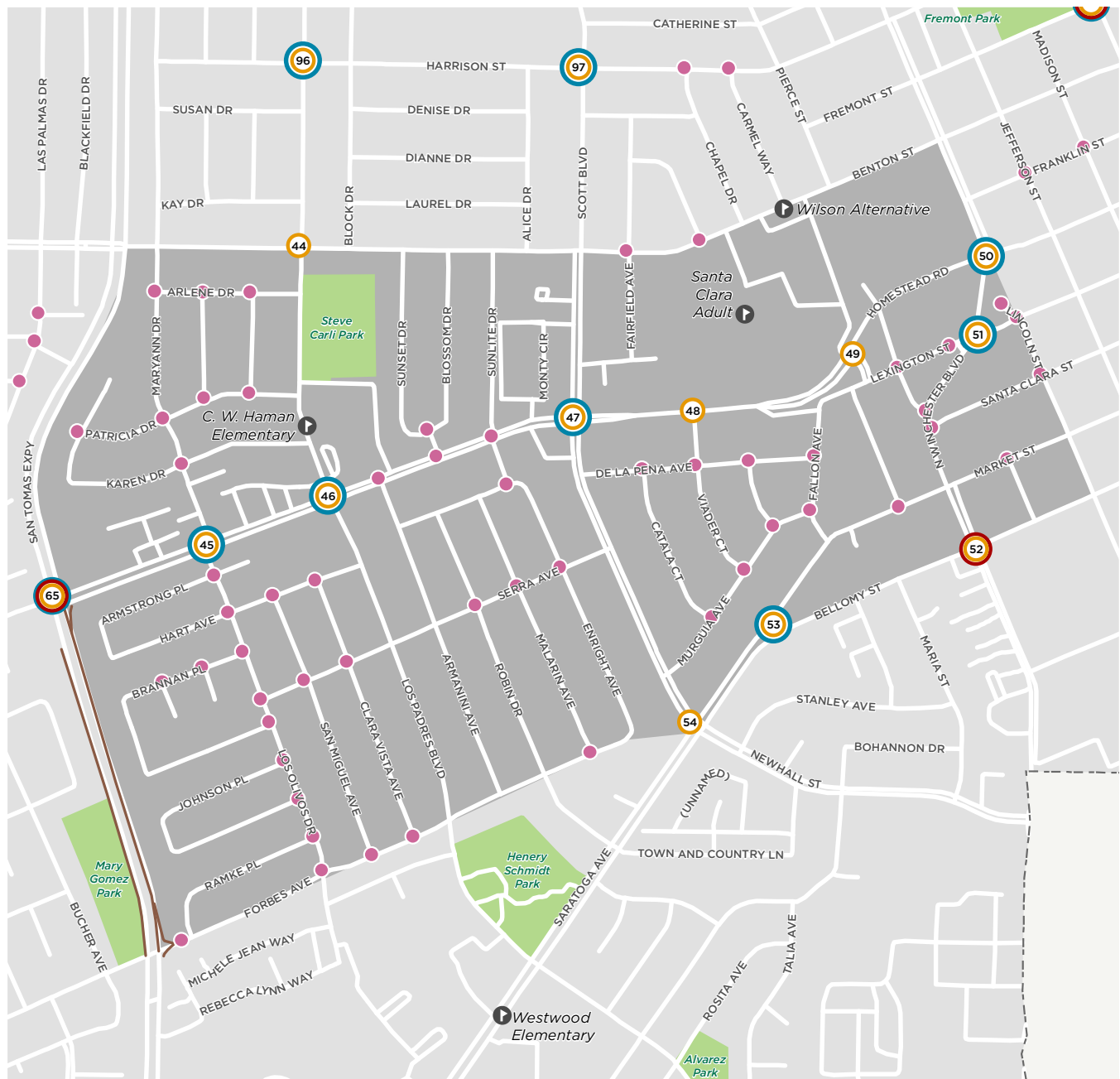
- # Project ID Number
- Walking Environment Enhancement
- Crossing Improvement
- Transit Stop Improvement
- Signal Improvement

- Priority Pedestrian Zone
- Curb Ramps
- Sidewalk
- Library
- School
- Park
- City Boundary

Central Santa Clara Area Recommendations

Project ID	Location
44	Los Padres Blvd / Benton St
45	Homestead Rd / Los Olivos Dr
46	Homestead Rd / Los Padres Blvd
47	Homestead Rd / Scott Blvd
48	Homestead Rd / Viadar Ct
49	Homestead Rd / University St
50	Homestead Rd / Lincoln St
51	Lexington St / Winchester Blvd
52	Bellomy St / Winchester Blvd
53	Saratoga Ave / Bellomy St
54	Saratoga Ave / Newhall St

05. Recommendations



Map 16. Central Santa Clara Area Recommendations

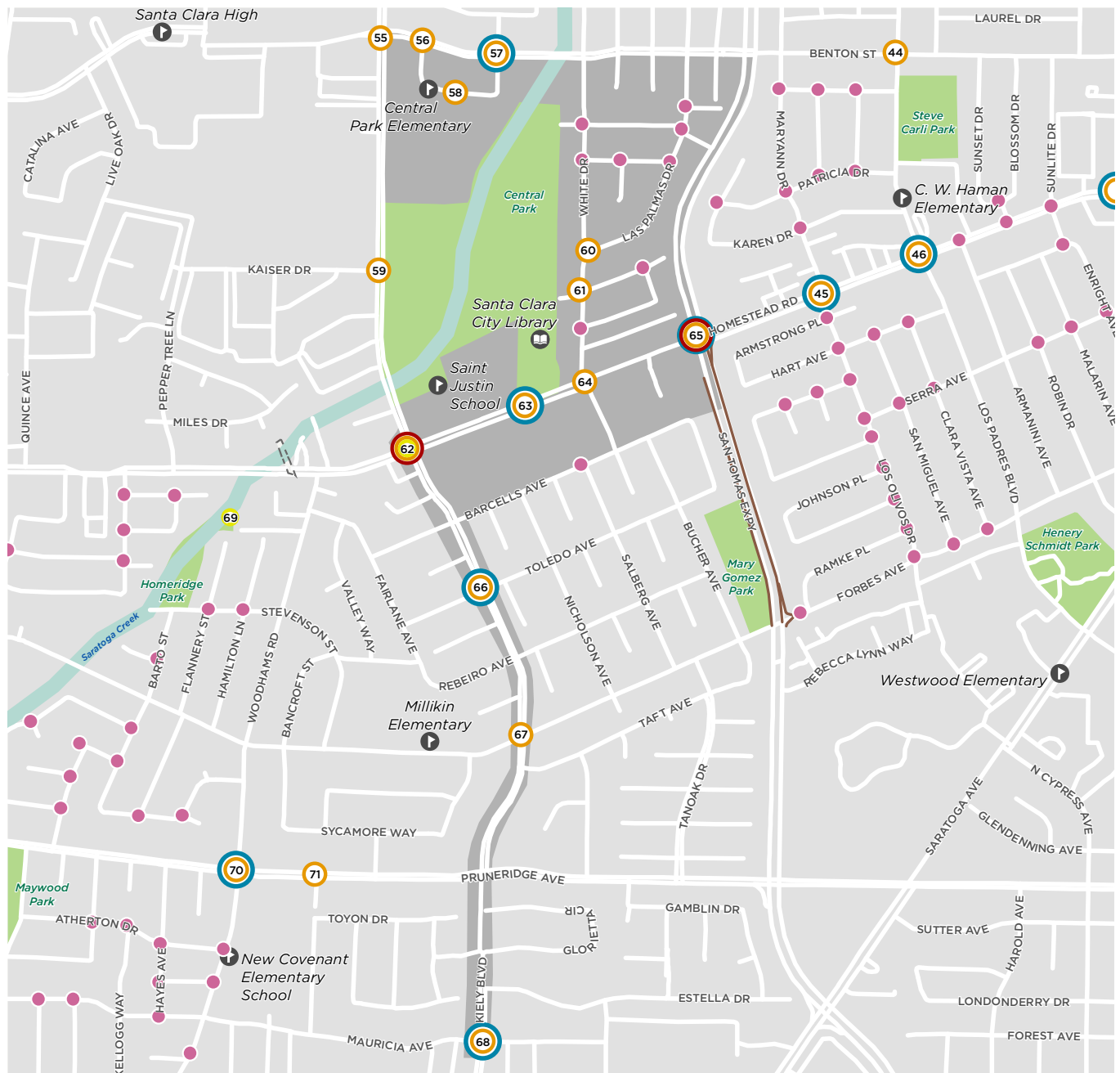
Pedestrian Improvement

- | | | | | | |
|---|--------------------------|--|--------------------------|--|---------------|
| # | Project ID Number | | Priority Pedestrian Zone | | School |
| | Crossing Improvement | | Curbside Ramps | | Park |
| | Transit Stop Improvement | | Sidewalk | | City Boundary |
| | Signal Improvement | | | | |

Central Park / Kiely Blvd. Area Recommendations

Project ID	Location
55	Kiely Blvd / Benton St
56	Benton St / Sonoma Pl (west)
57	Benton St / Sonoma Pl (east)
58	Sonoma Pl (mid-block)
59	Kiely Dr / Kaiser Dr
60	Las Palmas Dr / White Dr
61	Las Palmas Dr / Patricia Dr
62	Kiely Blvd / Homestead Rd
63	Homestead Rd / Central Park Library Entrance
64	Homestead Rd / Las Palmas Dr
65	San Tomas Expy / Homestead Rd
66	Kiely Blvd / Toledo Ave
67	Kiely Blvd / Forbes Ave
68	Kiely Blvd / Mauricia Ave

05. Recommendations



Map 17. Central Park / Kiely Blvd. Area Recommendations

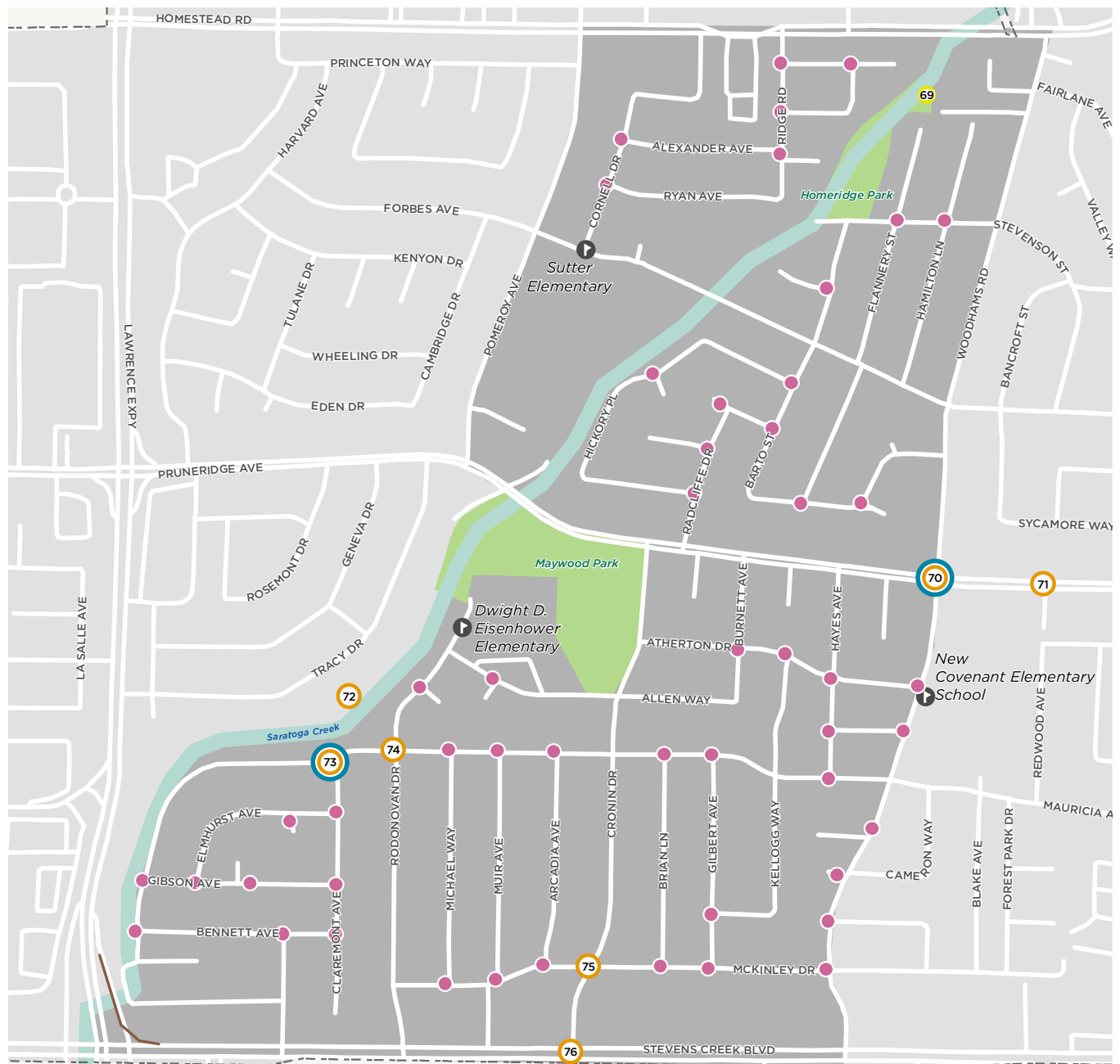
Pedestrian Improvement

- | | | |
|---------------------------------|--------------------------|---------------|
| Walking Environment Enhancement | Priority Pedestrian Zone | Library |
| Crossing Improvement | Curb Ramps | School |
| Transit Stop Improvement | Sidewalk | Park |
| Signal Improvement | Project ID Number | City Boundary |

Saratoga Creek Area Recommendations

Project ID	Location
69	Homeridge Park
70	Pruneridge Ave / Woodhams Rd
71	Pruneridge Ave/ Redwood Ave
72	Saratoga Creek Bridge/ Mauricia Ave
73	Mauricia Ave / Claremont Ave
74	Rodonovan Dr / Mauricia Ave
75	Cronin Dr / McKinley Dr
76	Stevens Creek Blvd / Cronin Dr

05. Recommendations



Map 18. Saratoga Creek Area Recommendations

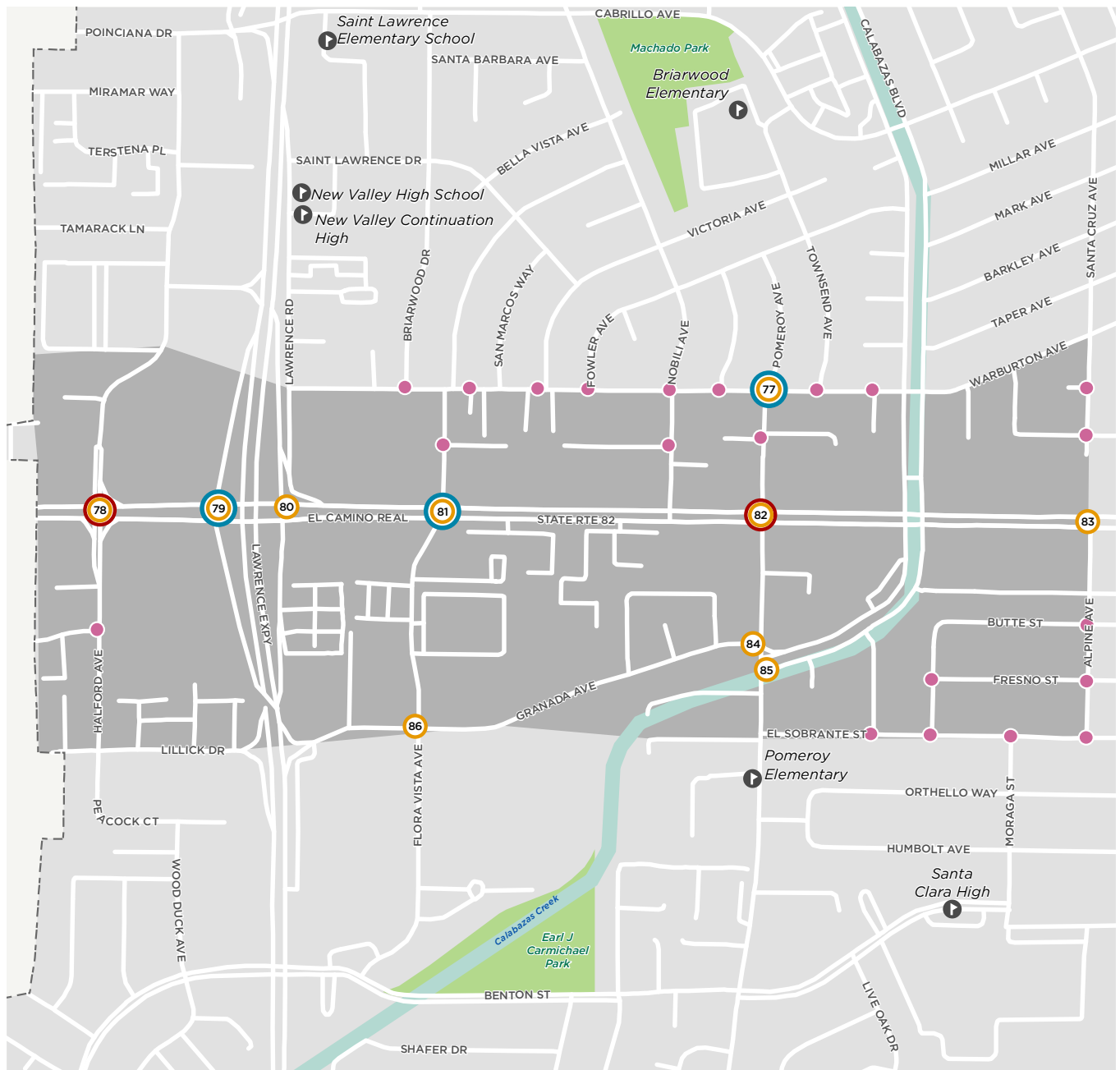
Pedestrian Improvement

- | | | | |
|---------------------------------|-------------------|--------------------------|---------------|
| # | Project ID Number | Priority Pedestrian Zone | School |
| Walking Environment Enhancement | | Curb Ramps | Park |
| Crossing Improvement | | Sidewalk | City Boundary |
| Signal Improvement | | | |

El Camino Real West Area Recommendations

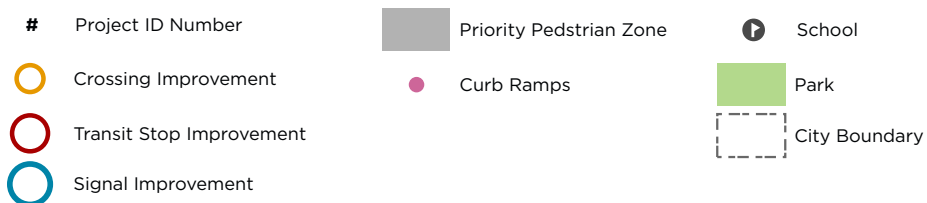
Project ID	Location
77	Warburton Ave / Pomeroy Ave
78	El Camino Real / Halford Ave
79	El Camino Real / Lawrence SB Ramps
80	El Camino Real / Lawrence NB Ramps
81	El Camino Real / Flora Vista Ave
82	El Camino Real / Pomeroy Ave
83	El Camino Real / Alpine Ave
84	Granada Ave / Pomeroy Ave
85	Calabazas Blvd / Pomeroy Ave
86	Granada Ave / Flora Vista Ave

05. Recommendations



Map 19. El Camino Real West Area Recommendations

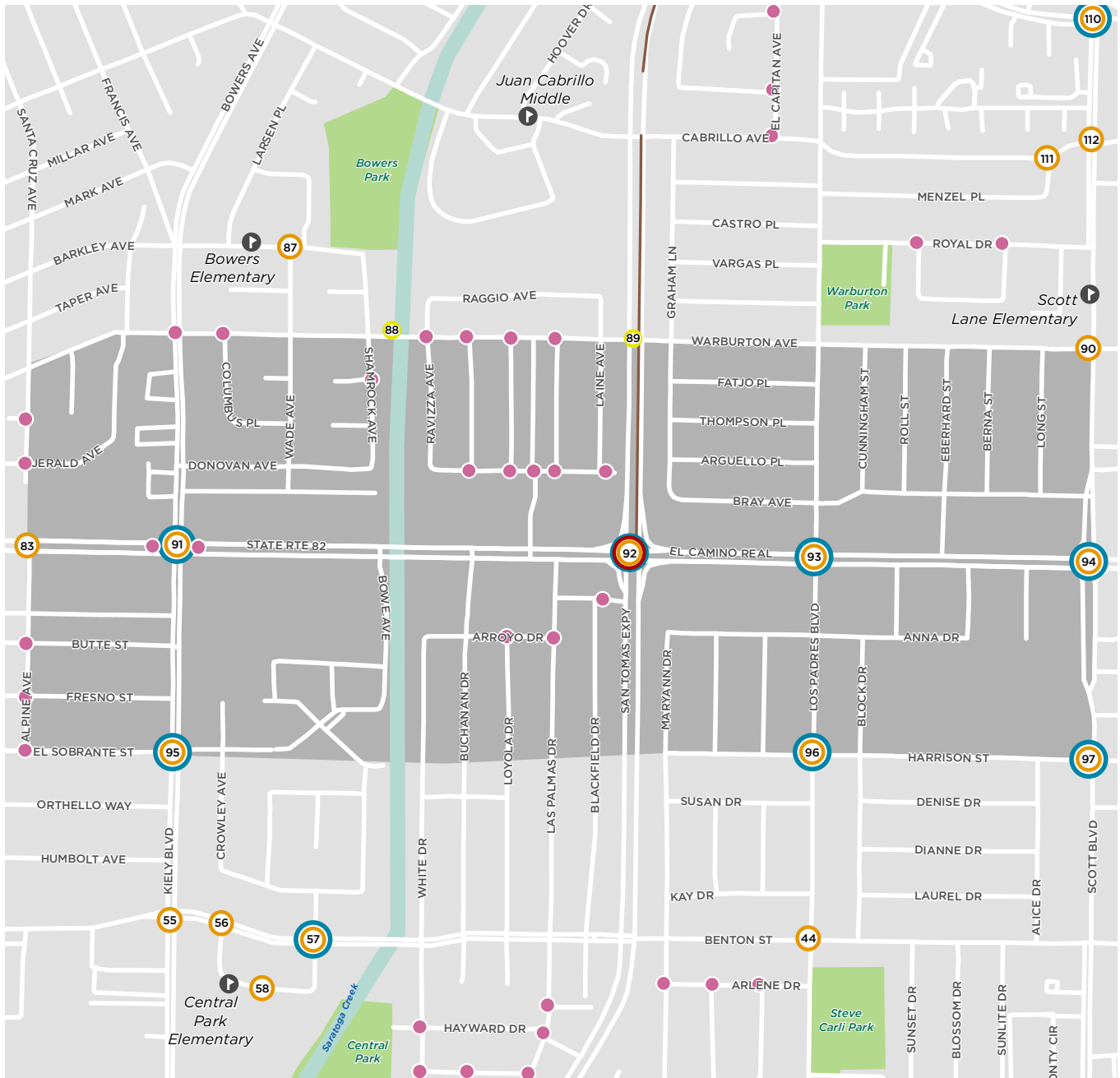
Pedestrian Improvement



El Camino Real Central Area Recommendations

Project ID	Location
87	Barkeley Ave / Wade Ave
88	Warburton Ave / Saratoga Creek
89	Warburton Ave / San Tomas Aquino Creek Trail
90	Scott Blvd / Warburton Ave
91	El Camino Real / Kiely Blvd
92	El Camino Real / San Tomas Expressway
93	El Camino Real / Los Padres Blvd
94	El Camino Real / Scott Blvd
95	Kiely Blvd / El Sobrante St
96	Los Padres Blvd / Harrison St
97	Scott Blvd / Harrison St

05. Recommendations



Map 20. El Camino Real Central Area Recommendations

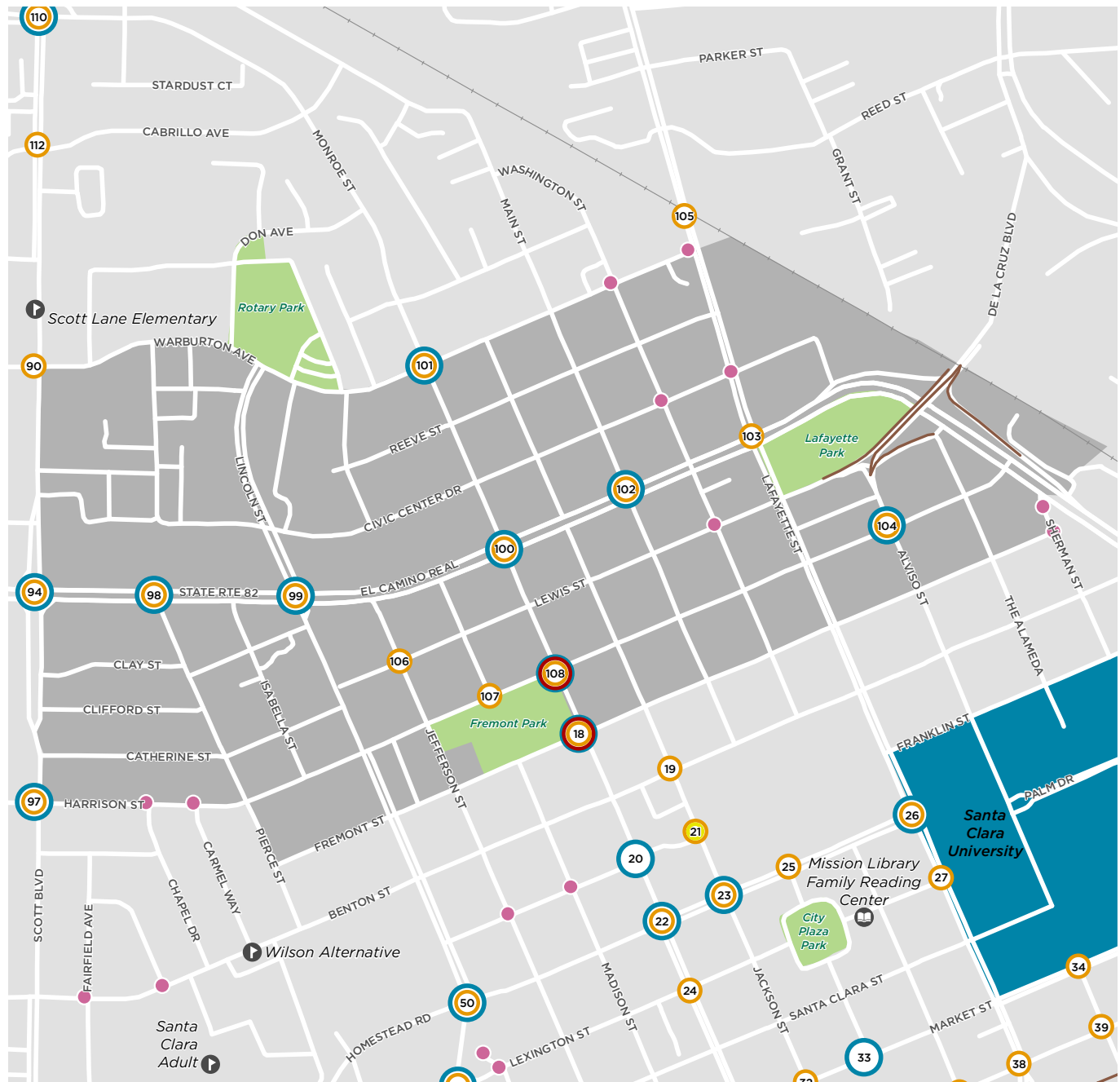
Pedestrian Improvement

-
- Walking Environment Enhancement
 Crossing Improvement
 Transit Stop Improvement
 Signal Improvement
- Priority Pedestrian Zone
 Curb Ramps
 Sidewalk
 Project ID Number
- School
 Park
 City Boundary

El Camino Real East Area Recommendations

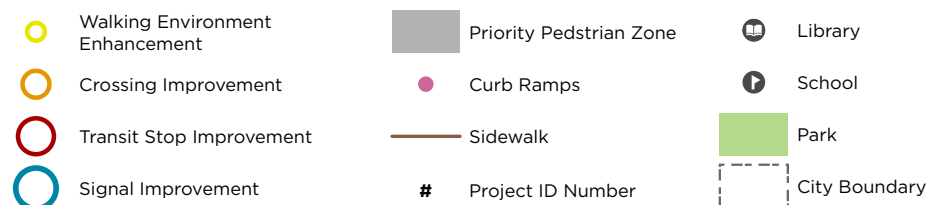
Project ID	Location
98	El Camino Real / Pierce St
99	El Camino Real / Lincoln St
100	El Camino Real / Monroe St
101	Monroe St / Warburton Ave
102	El Camino Real / Main St
103	El Camino Real / Lafayette St
104	Alviso St / Harrison St
105	Lafayette St / ACE/Amtrak Tracks
106	Jefferson St / Lewis St
107	Harrison St/ Madison St
108	Monroe St / Harrison St

05. Recommendations



Map 21. El Camino Real East Area Recommendations

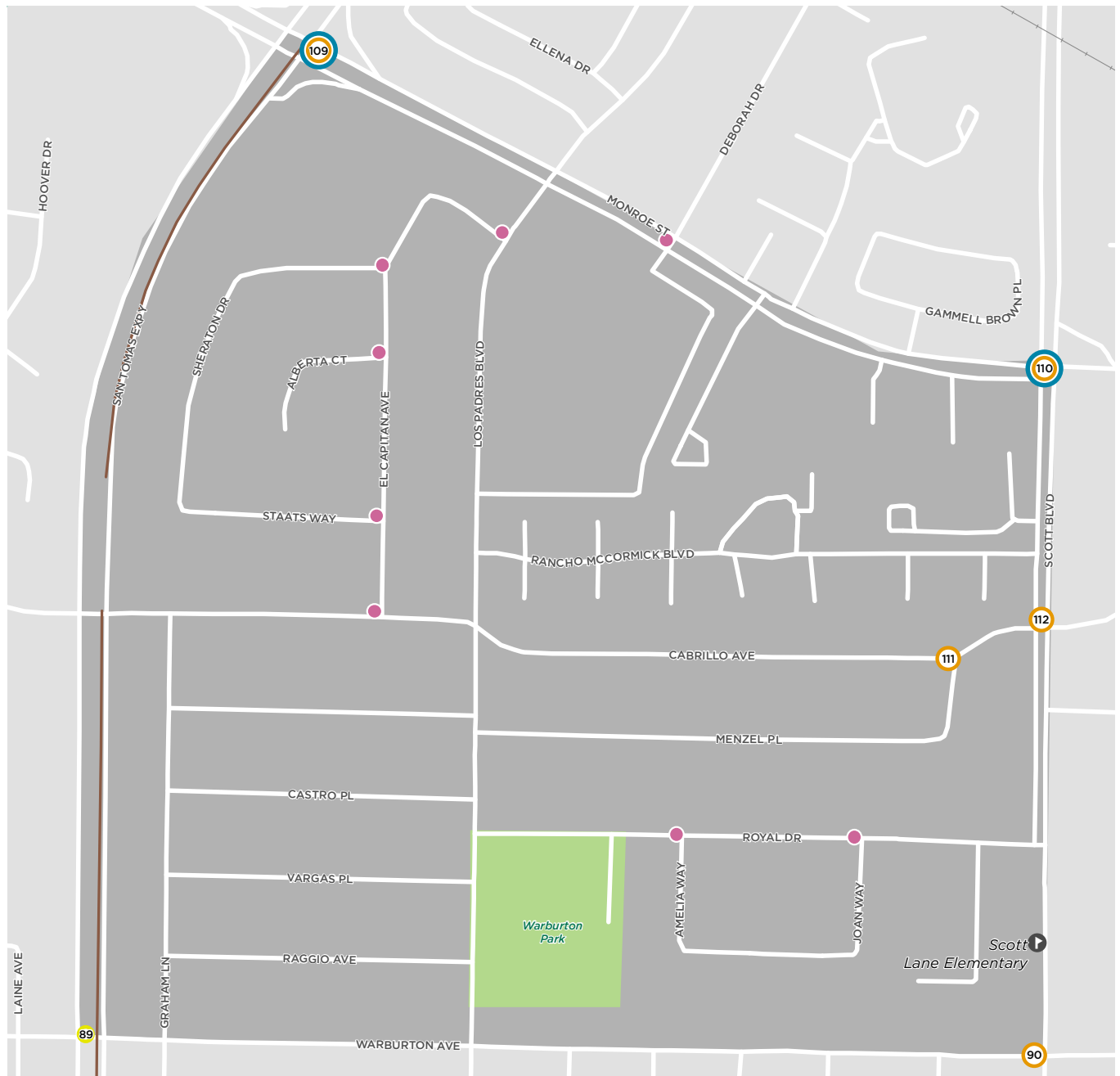
Pedestrian Improvement



Scott / Monroe Area Recommendations

Project ID	Location
109	San Tomas Expwy / Monroe St
110	Scott Blvd / Monroe St
111	Cabrillo Ave / Menzel Pl
112	Scott Blvd / Cabrillo Ave

05. Recommendations



Map 22. Scott / Monroe Area Recommendations

Pedestrian Improvement

- | | | | |
|---------------------------------|-------------------|--------------------------|---------------|
| # | Project ID Number | Priority Pedestrian Zone | School |
| Walking Environment Enhancement | Curb Ramps | Park | City Boundary |
| Crossing Improvement | Sidewalk | | |
| Signal Improvement | | | |

06.

Implementation

The Pedestrian Master Plan helps lay the framework for where and what kinds of improvements need to be completed to improve the pedestrian network. This chapter describes the process for evaluating project recommendations in order to help Santa Clara prioritize projects that generate the greatest value at the lowest cost.







Prioritization Framework

The prioritization framework helps the City understand where to start when implementing this plan. A higher ranked project indicates a higher pedestrian need, and also prioritizes projects that may be easier to implement based on lower cost and the ability to be completed as part of other existing Santa Clara projects. The framework scores recommended projects using the following six criteria:

- Safety
- Pedestrian Comfort
- Destination Accessibility
- Public-Identified
- Consistency with other Plans
- Cost

The prioritization process assigns a number value to all spot recommendations, curb ramp recommendations and sidewalk recommendations between 0 and 6 based on the criteria outlined in Table 1.

Table 1. Criteria for Recommendation Prioritization

Criteria	Measure	Points
 Safety	Within 250 feet of 1 pedestrian-involved collision	2
	Within 250 feet of 2+ pedestrian-involved collisions or 1 pedestrian fatality	3
 Pedestrian Comfort	Missing curb ramp	1
	Along a high stress roadway (Level of Traffic Stress 4 or 5)	1
 Destination Accessibility	Within 500 feet of a park, school, library, neighborhood retail, high ridership bus stop, or transit stop	1
 Public-Identified	Public identified walking destination or barrier to walking	1
 Consistency with Other Plans	Within City's specific or precise planning or focus areas	1
 Cost	The recommendations are lower cost	1

Priority Projects

From this score, projects are sorted into high, medium, and lower priority project categories. Projects that score between 4 and 7 are categorized as **high priority**. Project receiving a score of 3 are categorized as **medium priority**. Projects receiving a score of 2 or less are categorized as **lower priority**.

Based on the prioritization framework, 79 projects score as high priority, 117 projects score as medium priority, and 185 score as lower priority. Table 2 shows the breakdown of the number of projects by priority and by type.

High, medium, and lower priority projects can be viewed on Map 23, Map 24 and Map 25, and a full list of project prioritization can be found in Appendix A. Projects will be completed by the City based on funding availability and may not be built in the order shown in Appendix A.

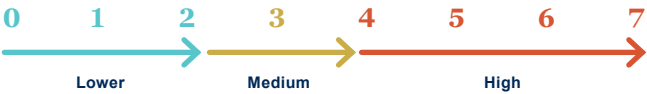


Table 2. Project Prioritization

High Priority	79 projects
Spot	31 projects
Curb Ramp	38 projects
Sidewalk	10 projects
Medium Priority	117 projects
Spot	23 projects
Curb Ramp	83 projects
Sidewalk	11 projects
Lower Priority	185 projects
Spot	57 projects
Curb Ramp	122 projects
Sidewalk	6 projects

Table 3. High Priority Projects

Location Name	Safety	Comfort	Access	Public Input	Aligns With Other Plans	Cost	Final Score
High Priority Projects							
Spot Improvements							
El Camino Real / Flora Vista Ave	3	1	1	0	1	1	7
El Camino Real / Railroad Ave	3	1	1	1	1	0	7
El Camino Real / Campbell Ave	3	1	0	1	1	1	7
Tasman Dr / Lick Mill Blvd	3	1	1	0	1	1	7
Monroe St / Homestead Rd	2	1	1	0	1	1	6
El Camino Real / Benton St	3	1	1	0	1	0	6
El Camino Real / Halford Ave	3	1	1	0	1	0	6
Kiely Blvd / Homestead Rd	2	2	1	1	0	0	6
El Camino Real / Lawrence Expy SB Ramp	3	1	1	0	1	0	6
Lafayette St / Lexington St	3	1	1	0	0	1	6
Lafayette St / Homestead Rd	2	0	1	1	1	0	5
El Camino Real / San Tomas Expressway	2	1	0	1	1	0	5
Stevens Creek Blvd / Cronin Dr	2	1	0	0	1	1	5
Homestead Rd / Los Padres Blvd	2	1	1	1	0	0	5
Homestead Rd / Las Palmas Dr	2	2	0	0	0	1	5
Monroe St / Franklin St	2	0	1	1	1	0	5
El Camino Real / Alpine Ave	3	0	1	0	1	0	5
Agnew Rd/ Bassett St	3	0	1	0	0	1	5
Homestead Rd / Jackson St	2	1	1	0	1	0	5
Scott Blvd / Monroe St	3	1	0	0	0	1	5
El Camino Real / Kiely Blvd	0	1	1	1	1	0	4
El Camino Real / Pomeroy Ave	2	1	0	0	1	0	4
Scott Blvd / Warburton Ave	3	1	0	0	0	0	4
Pruneridge Ave / Woodhams Rd	2	0	1	0	0	1	4
Monroe St / Harrison St	3	1	0	0	0	0	4
Lafayette St / Manchester Dr	2	1	1	0	0	0	4

Continued

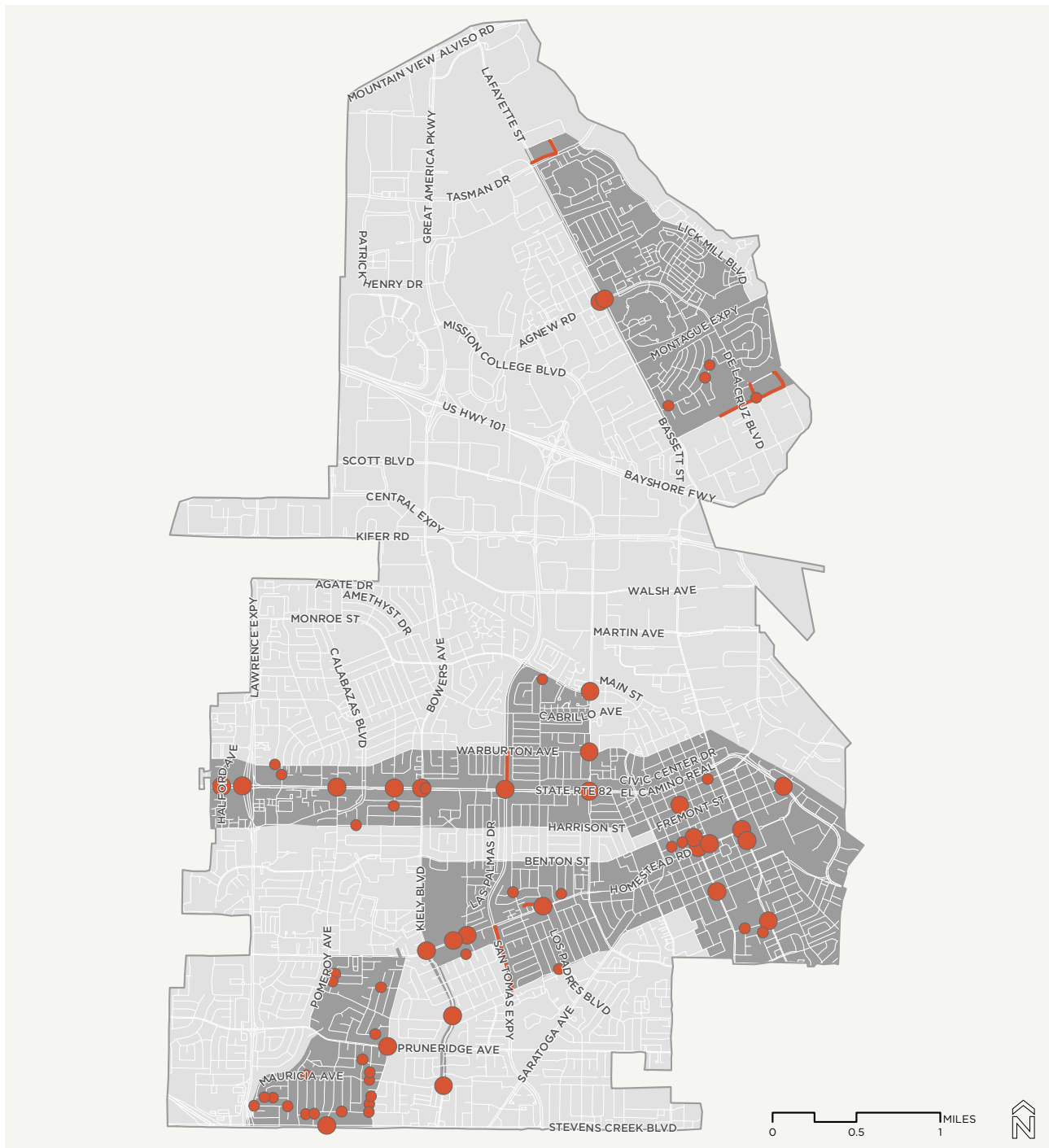
06. Implementation

Location Name	Safety	Comfort	Access	Public Input	Aligns With Other Plans	Cost	Final Score
High Priority Projects							
Kiely Blvd / Forbes Ave	2	1	1	0	0	0	4
Homestead Rd / Central Park Library Driveway	0	2	1	0	0	1	4
Lafayette St / Agnew Rd	3	0	1	0	0	0	4
El Camino Real / Scott Blvd	2	0	1	0	1	0	4
Monroe St / Bellomy St	2	0	1	0	0	1	4
Curb Ramps							
Mc Kinley Drive / Gilbert Avenue	3	2	0	0	1	1	7
Adams Way / Hayes Avenue	3	1	1	0	0	1	6
Madison Street / Franklin Street	2	1	1	0	1	1	6
El Sobrante Street / Via Dondera	3	1	1	0	0	1	6
Forbes Avenue / Clara Vista Avenue	2	1	1	0	0	1	5
Franklin Street / Jefferson Street	0	1	1	1	1	1	5
Los Padres Boulevard / El Capitan Avenue	3	1	0	0	0	1	5
Aldo Avenue / Edward Avenue	2	1	0	0	1	1	5
Mac Gregor Lane / Laurie Avenue	2	1	1	0	0	1	5
Kevin Way / Laurie Avenue	2	1	1	0	0	1	5
Bennett Avenue / Claremont Avenue	0	2	1	0	0	1	4
Mauricia Avenue / Bennett Avenue	0	2	0	0	1	1	4
Woodhams Road / Jenkins Place	0	2	1	0	0	1	4
Michael Way / Mc Kinley Drive	0	2	0	0	1	1	4
Muir Avenue / Mc Kinley Drive	0	2	0	0	1	1	4
Woodhams Road / Mc Kinley Drive	0	2	0	0	1	1	4
Mc Kinley Drive / Brian Lane	0	2	0	0	1	1	4
Hayes Avenue / Mauricia Avenue	0	2	1	0	0	1	4
Kellogg Way / Atherton Drive	0	2	1	0	0	1	4
Mauricia Avenue / Michael Way	0	2	1	0	0	1	4
Woodhams Road / Cameron Way	0	2	1	0	0	1	4
Gibson Court / Gibson Avenue	0	2	1	0	0	1	4
Gibson Avenue / Elmhurst Avenue	0	2	1	0	0	1	4

Continued

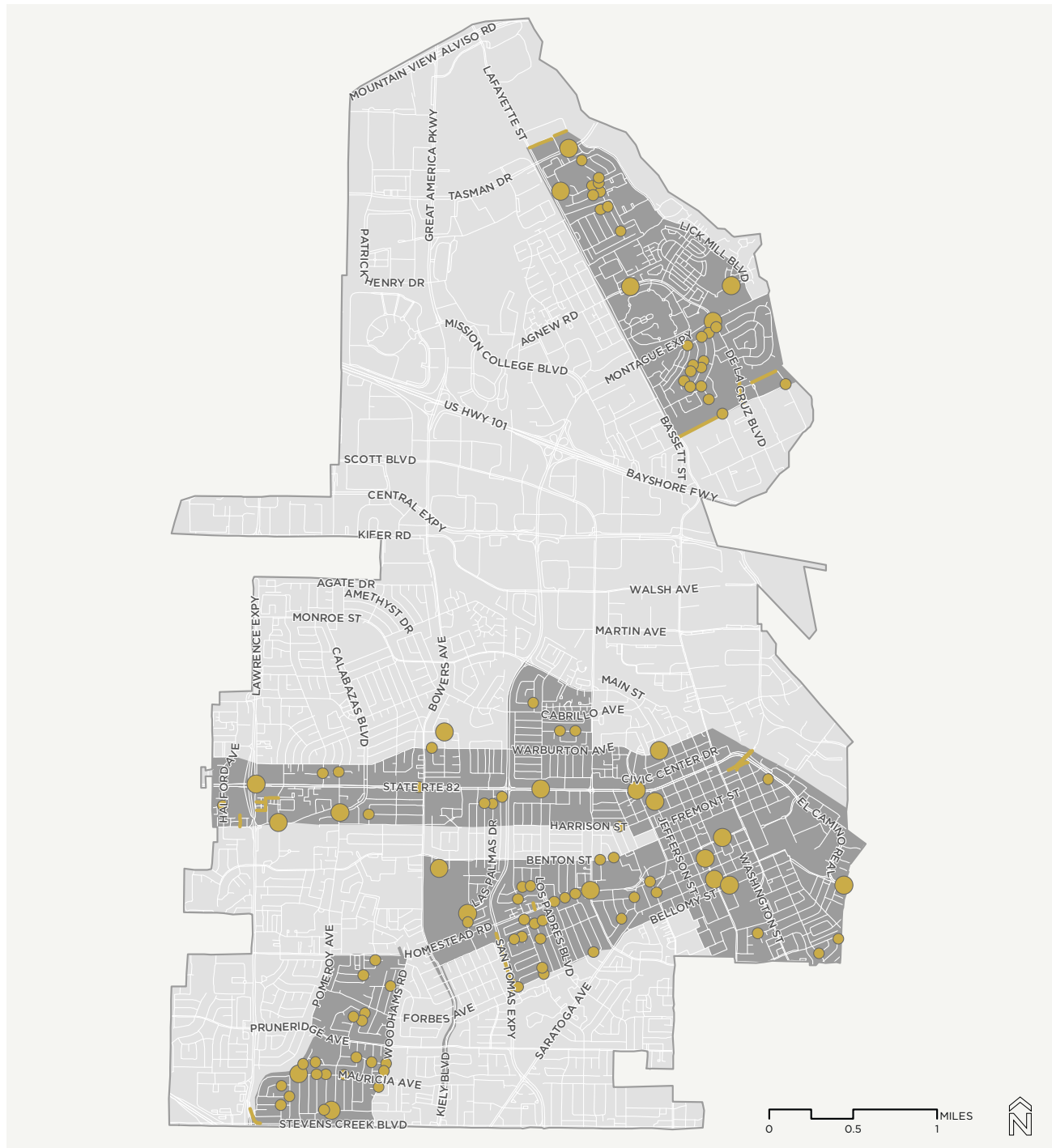
06. Implementation

Location Name	Safety	Comfort	Access	Public Input	Aligns With Other Plans	Cost	Final Score
High Priority Projects							
Aspen Drive / Cottonwood Court	0	2	1	0	0	1	4
Stevenson Street / Flannery Street	0	2	1	0	0	1	4
Alexander Avenue / Cornell Drive	0	2	1	0	0	1	4
Cornell Drive / Ridge Road	0	2	1	0	0	1	4
Salberg Avenue / Barcells Avenue	0	2	1	0	0	1	4
Roxbury Street / Manchester Drive	0	2	1	0	0	1	4
Highland Avenue / Highland Court	0	2	1	0	0	1	4
Sunset Drive / Blossom Drive	0	2	1	0	0	1	4
Patricia Drive / Maryann Drive	0	2	1	0	0	1	4
Alpine Avenue / Pacheco Street	2	1	0	0	0	1	4
Washington Street / Lewis Street	2	1	0	0	0	1	4
El Camino Real / 130ft E of Bowers Ave	2	0	0	0	1	1	4
Warburton Avenue / Briarwood Drive	0	1	1	0	1	1	4
Laurie Avenue / Haig Street	2	1	0	0	0	1	4
Flora Vista Avenue / Devos Court	0	1	1	0	1	1	4
Sidewalks							
West Tasman Dr from Lafayette to Calle del Sol	3	1	1	0	1	1	7
Calle del Sol from Calle de Luna to West Tasman Dr	3	1	1	0	1	1	7
Aldo Ave from De La Cruz Blvd to Edward Ave	2	2	0	0	1	1	6
Aldo Ave from Edward Ave to Victor St	2	2	0	0	1	1	6
Edward Ave from Neldo Ave to Aldo Ave	2	1	0	0	1	1	5
Aldo Ave from Woodward Ave to De La Cruz Blvd	0	1	1	0	1	1	4
Victor St from Neldo Ave to Aldo Ave	0	2	0	0	1	1	4
San Tomas Expy from Homestead Rd to San Tomas Expy	3	0	0	0	0	1	4
San Tomas Expy from Homestead Rd to Forbes Ave	2	0	1	0	0	1	4
San Tomas Expy from Warburton Ave to El Camino Real	2	0	0	0	1	1	4



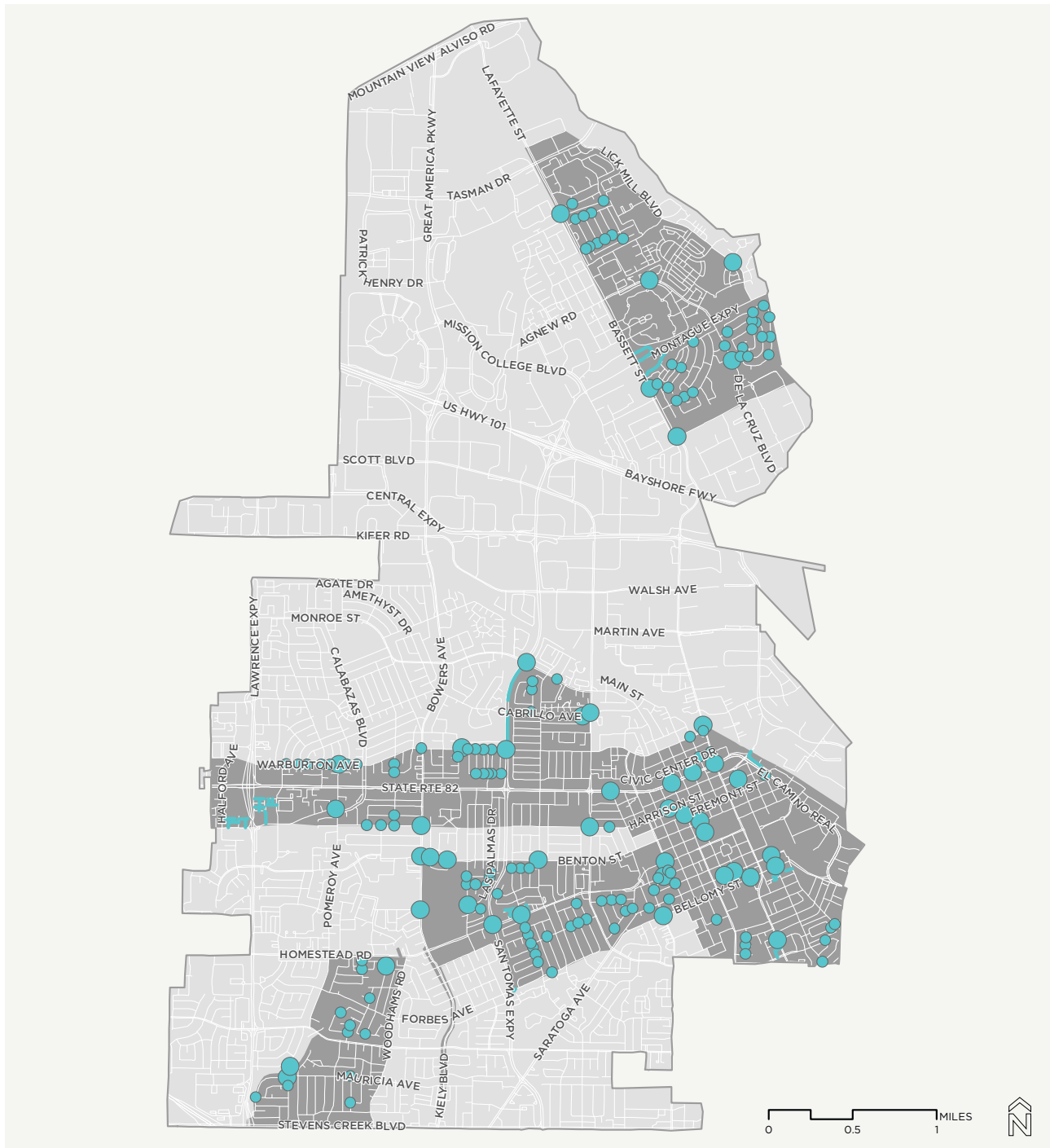
Map 23. High Priority

- Curb Ramp
- Spot Improvement
- Sidewalk
- Priority Pedestrian Zone
- City Boundary



Map 24. Medium Priority

- Curb Ramp
- Spot Improvement
- Sidewalk
- Priority Pedestrian Zone
- City Boundary



Map 25. Lower Priority

- Curb Ramp
- Spot Improvement
- Sidewalk
- Priority Pedestrian Zone
- City Boundary

Funding

A variety of sources exist to fund pedestrian infrastructure projects, programs, and studies. Local and regional funding sources that can be used for construction of pedestrian improvements, along with competitive grant programs, are described below.

Local and Regional Funding Sources

Transportation Funds for Clean Air

Money in the Transportation Funds for Clean Air program, established by Assembly Bill 434, is generated by a \$4 vehicle registration surcharge in the nine Bay Area counties. The funds may be used on projects that reduce vehicle emissions, including bicycle and pedestrian projects, and can also be used as a match for competitive state or federal programs.

Funds are programmed by the Bay Area Air Quality Management District (BAAQMD) and Santa Clara Valley Transportation Authority (VTA).

One Bay Area Grant

The program emphasizes funding for projects within Priority Development Areas in the region that are in-line with housing and land-use goals.

Funds are programmed by the Metropolitan Transportation Commission (MTC) and VTA.

Transportation Development Act Article 3

Transportation Development Act Article 3 (TDA 3) provides funding annually for bicycle and pedestrian projects. Two percent of TDA funds collected within the county are used for TDA 3 projects. Metropolitan Transportation Commission policies require that all projects be reviewed by a BPAC or similar body before approval.

Funds are programmed by VTA.

Measure B

Measure B is a one-half cent sales tax in Santa Clara County to fund transportation projects including maintenance transit, and, traffic safety improvement projects. Measure B is expected to raise \$6.3 billion (2017 dollars) over 30 years; \$250 million of that has been allocated for bicycle and pedestrian improvements.

Funds are programmed by VTA.

Traffic Impact Fees

A traffic impact fee is a one-time city fee intended to ensure new development and redevelopment projects pay a fair share to mitigate traffic impacts. The fees are used for transportation infrastructure needed to accommodate new growth in the city. Santa Clara collects traffic impact fees on seven types of land uses. The fees can be used for projects identified through the Traffic Mitigation Program, such as pedestrian and bicycle projects.

Funds are programmed by City of Santa Clara.

Multimodal Improvement Plan

VTa administers the state enabled Congestion Management Program (CMP) for Santa Clara County. It requires that cities prepare a deficiency plan for CMP system facilities (e.g., key arterial roadway or Expressway intersections) located within their jurisdictions that exceed the CMP traffic Level-of-Service (LOS) standard E.

Since the 2013 update of the CMP, VTA has referred to deficiency plans as Multimodal Improvement Plans (MIPs). MIPs should improve system-wide traffic congestion, contribute to a significant improvement in air quality, and demonstrate innovative, coordinated and comprehensive transportation strategies that reinforce community goals. These plans “trade off” making traditional roadway changes, such as widening an intersection or roadway, with offsetting improvements at other locations to improve transportation conditions for walking, bicycling, and using transit, while still serving autos on the CMP transportation network.

Funds are programmed by City of Santa Clara.

Regional Measure 3

Regional Measure 3 uses toll revenue from the Bay Area’s seven state-owned toll bridges. The money from Regional Measure 3 funds a variety of highway and transit projects throughout the region.

Funds are programmed by MTC.

Vehicle Emissions Reduction Based at Schools Program

The Vehicle Emissions Reduction Based at Schools (VERBS) program receives funds from MTC’s Climate Initiative Safe Routes to School Program. The goal of this include reducing greenhouse gases by promoting walking, biking, transit, and carpooling to school. These federal CMAQ funds are allocated to each county based on school enrollment. The VERBS Program places an additional focus on improving safety and reducing collisions.

Funds are programmed by VTA.

Community Design for Transportation Planning Grants

The planning grants are intended to help agencies fund efforts to write new, or modify existing city codes and ordinances to help create compact mixed-use communities and pedestrian friendly streets - particularly around transit corridors and at ongoing transportation hubs.

Funds are programmed by Caltrans.

Lifeline Transportation Program

Uses both state and federal funds to provide Lifeline grants for projects that meet mobility and accessibility needs in low-income communities across the Bay Area. MTC establishes new guidelines for each cycle of Lifeline grants. But the goal is the same: fund community-based transportation projects developed through a collaborative and inclusive process. Lifeline projects must address transportation gaps or barriers identified in community-based transportation plans or other local planning efforts in low-income neighborhoods

Funds programmed by MTC

Transportation for Livable Communities

Designed to support community-based transportation projects that bring "new vibrancy" to downtown areas, commercial cores, neighborhoods, and transit corridors. The projects resulting from the TLC grants are intended to provide for a range of transportation choices, including walking, support connections between transportation and land use, and should be developed through inclusive community planning.

Funds programmed by MTC

Climate Initiatives Innovative Grants Fund

MTC's Climate Initiatives Program promotes innovative ways to reduce greenhouse gas emissions in the Bay Area; and taps federal funding for a pair of competitive grant programs. Innovative Grants of \$1 million and up are used to support high-impact projects that can be replicated around the region.

Funds Programmed by MTC

Competitive Grant Programs

California Active Transportation Program

California's Active Transportation Program (ATP) funds infrastructure and programmatic projects that support the program goals of shifting trips to walking and bicycling, reducing greenhouse gas emissions, and improving public health. Competitive application cycles occur every one to two years, typically in the spring or early summer. Eligible projects include construction of bicycling and walking facilities, new or expanded programmatic activities, or projects that include a combination of infrastructure and non-infrastructure components. Typically, no local match is required, though extra points are awarded to applicants who do identify matching funds.

Funds are programmed by the California Transportation Commission (CTC).

Sustainable Transportation Planning Grants

Caltrans Sustainable Transportation Planning Grants are available to communities for planning, study, and design work to identify and evaluate projects, including conducting outreach or implementing pilot projects. Communities are typically required to provide an 11.47 percent local match, but staff time or in-kind donations are eligible to be used for the match provided the required documentation is submitted.

Funds are programmed by Caltrans.

Highway Safety Improvement Program

Caltrans offers Highway Safety Improvement Program (HSIP) grants every one to two years. Projects on any publicly owned road or active transportation facility are eligible, including bicycle and pedestrian improvements. HSIP focuses on projects that explicitly address documented safety challenges through proven countermeasures, are implementation-ready, and demonstrate cost-effectiveness.

Funds are programmed by Caltrans.

Solutions for Congested Corridors Program

Funded by SB1, the Congested Corridors Program strives to reduce congestion in highly traveled and congested corridors through performance improvements that balance transportation improvements, community impacts, and environmental benefits. This program can fund a wide array of improvements including bicycle facilities and pedestrian facilities. Eligible projects must be detailed in an approved corridor-focused planning document. These projects must include aspects that benefit all modes of transportation using an array of strategies that can change travel behavior, dedicate right of way for bikes and transit, and reduce vehicle miles traveled.

Funds are programed by the CTC.

Office of Traffic Safety

Under the Fixing America's Surface Transportation (FAST) Act, five percent of Section 405 funds are dedicated to addressing nonmotorized safety. These funds may be used for law enforcement training related to pedestrian and bicycle safety, enforcement campaigns, and public education and awareness campaigns.

Funds are programmed by the California Office of Traffic Safety.

Urban Greening Grants

Urban Greening Grants support the development of green infrastructure projects that reduce GHG emissions and provide multiple benefits. Projects must include one of three criteria, most relevantly: reduce commute vehicle miles travels by constructing bicycle paths, bicycle lanes or pedestrian facilities that provide safe routes for traveled between residences, workplaces, commercial centers, and schools. Eligible projects include green streets and alleyways and non-motorized urban trails that provide safe routes for travel between residences, workplaces, commercial centers, and schools.

Funds are programmed by the CA NRA.

Other State Funds

Senate Bill 1: Local Partnership Program

This program provides local and regional agencies that have passed sales tax measures, developer fees or other transportation-imposed fees to fund road maintenance and rehabilitation, sound walls, and other transportation improvement projects. Jurisdictions with these taxes or fees are then eligible for a formulaic annual distribution of no less than \$100,000. These jurisdictions are also eligible for a competitive grant program. Local Partnership Program funds can be used for a wide variety of transportation purposes including roadway rehabilitation and construction, transit capital and infrastructure, bicycle and pedestrian improvements, and green infrastructure.

Funds are programmed by CTC.

Senate Bill 1: Road Maintenance and Rehabilitation Program

Senate Bill 1 created the Road Maintenance and Rehabilitation Program (RMRP) to address deferred maintenance on state highways and local road systems. Program funds can be spent on both design and construction efforts. On-street active transportation-related maintenance projects are eligible if program maintenance and other thresholds are met. Funds are allocated to eligible jurisdictions.

Funds are programmed by the State Controller's Office.

Table 4.

Funding Source

	Pedestrian Infrastructure	Trails	Safe Routes to School	Safe Routes to Transit	Pedestrian Programs	Studies
Local and Regional Programs						
Transportation Funds for Clean Air (VTA & BAAQMD)	●	●	●	●		
One Bay Area (MTC & VTA)	●	●	●	●		
Transportation Development Act, Article 3 (VTA)	●	●	●	●		
Measure B (VTA)	●	●	●	●	●	●
Traffic Impact Fees	●	●	●	●		
Multimodal Improvement Plan (MIP)	●	●	●	●		●
Regional Measure 3 (MTC)				●		
Vehicle Emissions Reductions Based at Schools Program (VTA)	●	●	●	●		
Community Design for Transportation planning Grants	●	●	●	●		
Lifeline Transportation Program					●	
Transportation for Livable Communities	●	●	●	●		
Climate Initiatives Innovative Grants Fund.	●	●	●	●		
Competitive Grant Programs						
Active Transportation Program (CTC)	●	●	●	●	●	
Sustainable Transportation Planning Grants (Caltrans)						●
Highway Safety Improvement Program (Caltrans)	●		●	●		
Solutions for Congested Corridors (CTC)	●	●				
Office of Traffic Safety (CA OTS)					●	
Urban Greening Grants (CA NRA)	●	●	●	●		
Other State Funds						
Local Partnership Program (CTC)	●		●	●		
Road Maintenance and Rehabilitation Program (Controller's Office)	●		●	●		

Cost Estimates

Planning-level cost estimates were developed for the project recommendations based on the construction costs for comparable projects in nearby jurisdictions. All costs are for construction only, and are shown in 2019 dollars. A list of cost estimates by improvement type is shown in Table 5.

Acronyms

EA Each

LF Linear Foot

SF Square Foot

LS Lump Sum

Table 5. Cost Estimates

Improvement	Notes	Unit	Low	High
Roadway Design				
Curb Extension / Modify Skewed Intersection	Per corner. No utility or storm drain relocations. Cost depends on size of intersection, whether regrading of intersection required.	EA	\$100,000	\$750,000
Curb Radius Reduction	Per corner. No utility or storm drain relocations. Cost depends on size of intersection, whether regrading of intersection required.	EA	\$100,000	\$750,000
Parking Restrictions	Red thermoplastic paint at curb	LF	\$25	\$50
Realign Crosswalk	Varies by intersection	EA	\$10,000	\$50,000
Right-Turn Slip Lane Removal(s)	No utility or storm drain relocations	EA	\$400,000	\$600,000
Crossing Improvement				
High Visibility Crosswalk Marking(s)	One leg, cost varies by length of crosswalk and color	LF	\$15	\$25
Standard Crosswalk(s)	One leg, cost varies by length of crosswalk and color	LF	\$8	\$20
Decorative Crosswalk(s)	One leg, cost varies by length of crosswalk, material and color	LF	\$30	\$50
Advance Yield/Stop Line(s)	Thermoplastic paint	LF	\$8	\$20

Continued

06. Implementation

Improvement	Notes	Unit	Low	High
Curb Ramp(s)	No utility or storm drain relocations		\$5,000	\$10,000
Pedestrian Refuge Island(s)	Modify existing island with no utility or storm drain relocations. Cost varies with size of crossing.	EA	\$1,000	\$2,000
Overhead Crosswalk Lighting (Safety Lights)	Varies by type and location	LS	\$500,000	\$1,000,000
Pedestrian Crosswalk Motion Sensor(s)	Per leg of crosswalk.	EA	\$20,000	\$30,000
Pedestrian Undercrossing/ Overcrossing	Varies by location	EA	\$5,000,000	\$20,000,000
Signs, Signals, and Signal Timing				
Rectangular Rapid Flashing Beacon		EA	\$60,000	\$100,000
Hawk Beacon		EA	\$500,000	\$800,000
Traffic and Pedestrian Signal Changes	Per intersection. Costs vary by type of change and can include a pedestrian countdown timer, accessible pedestrian signal, leading pedestrian interval , and/ or protected left-turn phasing.	LS	\$50,000	\$1,000,000
Signage	New sign with foundation and pole	EA	\$375	\$500
Transit				
Transit Waiting Area Improvements/Bus Shelter	Varies by type	EA	\$50,000	\$400,000
Public Space				
Public Space Activations		-	Varies	Varies
Trail Access		-	Varies	Varies

Appendices

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A.

Prioritization Matrix

A. Prioritization Matrix

Location Name	Safety	Comfort	Access	Public Input	Aligns With Other Plans	Cost	Final Score
High Priority Projects							
Spot Improvements							
El Camino Real / Flora Vista Ave	3	1	1	0	1	1	7
El Camino Real / Railroad Ave	3	1	1	1	1	0	7
El Camino Real / Campbell Ave	3	1	0	1	1	1	7
Tasman Dr / Lick Mill Blvd	3	1	1	0	1	1	7
Monroe St / Homestead Rd	2	1	1	0	1	1	6
El Camino Real / Benton St	3	1	1	0	1	0	6
El Camino Real / Halford Ave	3	1	1	0	1	0	6
Kiely Blvd / Homestead Rd	2	2	1	1	0	0	6
El Camino Real / Lawrence Expy SB Ramp	3	1	1	0	1	0	6
Lafayette St / Lexington St	3	1	1	0	0	1	6
Lafayette St / Homestead Rd	2	0	1	1	1	0	5
El Camino Real / San Tomas Expressway	2	1	0	1	1	0	5
Stevens Creek Blvd / Cronin Dr	2	1	0	0	1	1	5
Homestead Rd / Los Padres Blvd	2	1	1	1	0	0	5
Homestead Rd / Las Palmas Dr	2	2	0	0	0	1	5
Monroe St / Franklin St	2	0	1	1	1	0	5
El Camino Real / Alpine Ave	3	0	1	0	1	0	5
Agnew Rd/ Bassett St	3	0	1	0	0	1	5
Homestead Rd / Jackson St	2	1	1	0	1	0	5
Scott Blvd / Monroe St	3	1	0	0	0	1	5
El Camino Real / Kiely Blvd	0	1	1	1	1	0	4
El Camino Real / Pomeroy Ave	2	1	0	0	1	0	4
Scott Blvd / Warburton Ave	3	1	0	0	0	0	4
Pruneridge Ave / Woodhams Rd	2	0	1	0	0	1	4
Monroe St / Harrison St	3	1	0	0	0	0	4
Lafayette St / Manchester Dr	2	1	1	0	0	0	4
Kiely Blvd / Forbes Ave	2	1	1	0	0	0	4
Homestead Rd / Central Park Library Driveway	0	2	1	0	0	1	4
Lafayette St / Agnew Rd	3	0	1	0	0	0	4
El Camino Real / Scott Blvd	2	0	1	0	1	0	4
Monroe St / Bellomy St	2	0	1	0	0	1	4

A. Prioritization Matrix

Location Name	Safety	Comfort	Access	Public Input	Aligns With Other Plans	Cost	Final Score
High Priority Projects							
Curb Ramps							
Mc Kinley Drive / Gilbert Avenue	3	2	0	0	1	1	7
Adams Way / Hayes Avenue	3	1	1	0	0	1	6
Madison Street / Franklin Street	2	1	1	0	1	1	6
El Sobrante Street / Via Dondera	3	1	1	0	0	1	6
Forbes Avenue / Clara Vista Avenue	2	1	1	0	0	1	5
Franklin Street / Jefferson Street	0	1	1	1	1	1	5
Los Padres Boulevard / El Capitan Avenue	3	1	0	0	0	1	5
Aldo Avenue / Edward Avenue	2	1	0	0	1	1	5
Mac Gregor Lane / Laurie Avenue	2	1	1	0	0	1	5
Kevin Way / Laurie Avenue	2	1	1	0	0	1	5
Bennett Avenue / Claremont Avenue	0	2	1	0	0	1	4
Mauricia Avenue / Bennett Avenue	0	2	0	0	1	1	4
Woodhams Road / Jenkins Place	0	2	1	0	0	1	4
Michael Way / Mc Kinley Drive	0	2	0	0	1	1	4
Muir Avenue / Mc Kinley Drive	0	2	0	0	1	1	4
Woodhams Road / Mc Kinley Drive	0	2	0	0	1	1	4
Mc Kinley Drive / Brian Lane	0	2	0	0	1	1	4
Hayes Avenue / Mauricia Avenue	0	2	1	0	0	1	4
Kellogg Way / Atherton Drive	0	2	1	0	0	1	4
Mauricia Avenue / Michael Way	0	2	1	0	0	1	4
Woodhams Road / Cameron Way	0	2	1	0	0	1	4
Gibson Court / Gibson Avenue	0	2	1	0	0	1	4
Gibson Avenue / Elmhurst Avenue	0	2	1	0	0	1	4
Aspen Drive / Cottonwood Court	0	2	1	0	0	1	4
Stevenson Street / Flannery Street	0	2	1	0	0	1	4
Alexander Avenue / Cornell Drive	0	2	1	0	0	1	4
Cornell Drive / Ridge Road	0	2	1	0	0	1	4
Salberg Avenue / Barcells Avenue	0	2	1	0	0	1	4
Roxbury Street / Manchester Drive	0	2	1	0	0	1	4
Highland Avenue / Highland Court	0	2	1	0	0	1	4
Sunset Drive / Blossom Drive	0	2	1	0	0	1	4

A. Prioritization Matrix

Location Name	Safety	Comfort	Access	Public Input	Aligns With Other Plans	Cost	Final Score
High Priority Projects							
Patricia Drive / Maryann Drive	0	2	1	0	0	1	4
Alpine Avenue / Pacheco Street	2	1	0	0	0	1	4
Washington Street / Lewis Street	2	1	0	0	0	1	4
El Camino Real / 130ft E of Bowers Ave	2	0	0	0	1	1	4
Warburton Avenue / Briarwood Drive	0	1	1	0	1	1	4
Laurie Avenue / Haig Street	2	1	0	0	0	1	4
Flora Vista Avenue / Devos Court	0	1	1	0	1	1	4
Sidewalks							
West Tasman Dr from Lafayette to Calle del Sol	3	1	1	0	1	1	7
Calle del Sol from Calle de Luna to West Tasman Dr	3	1	1	0	1	1	7
Aldo Ave from De La Cruz Blvd to Edward Ave	2	2	0	0	1	1	6
Aldo Ave from Edward Ave to Victor St	2	2	0	0	1	1	6
Edward Ave from Neldo Ave to Aldo Ave	2	1	0	0	1	1	5
Aldo Ave from Woodward Ave to De La Cruz Blvd	0	1	1	0	1	1	4
Victor St from Neldo Ave to Aldo Ave	0	2	0	0	1	1	4
San Tomas Expy from Homestead Rd to San Tomas Expy	3	0	0	0	0	1	4
San Tomas Expy from Homestead Rd to Forbes Ave	2	0	1	0	0	1	4
San Tomas Expy from Warburton Ave to El Camino Real	2	0	0	0	1	1	4

A. Prioritization Matrix

Location Name	Safety	Comfort	Access	Public Input	Aligns With Other Plans	Cost	Final Score
Medium Priority Projects							
Spot Improvements							
El Camino Real / Los Padres Blvd	0	1	0	0	1	1	3
Montague Expy / Agnew Rd	2	0	1	0	0	0	3
Calle de Primavera / Calle de Escuela	0	1	1	0	0	1	3
Monroe St / Warburton Ave	3	0	0	0	0	0	3
Granada Ave / Flora Vista Ave	2	1	0	0	0	0	3
El Camino Real / Lawrence Expy NB Ramp	0	0	1	0	1	1	3
Cronin Dr / McKinley Dr	0	2	0	0	1	0	3
Rodonovan Dr / Mauricia Ave	0	1	1	0	0	1	3
Moreland Way / Fitzpatrick Way	2	0	1	0	0	0	3
El Camino Real / Lincoln St	0	1	1	0	1	0	3
El Camino Real / Portola Ave	3	0	0	0	0	0	3
Homestead Rd / Scott Blvd	0	2	0	0	0	1	3
Market St / Monroe St	0	1	1	0	0	1	3
Bellomy St / Jackson St	0	1	1	0	0	1	3
Calabazas Blvd / Pomeroy Ave	0	1	1	0	0	1	3
Jefferson St / Lewis St	0	1	1	0	0	1	3
Sonoma Pl (mid-block)	0	1	1	0	0	1	3
Barkeley Ave / Wade Ave	0	1	1	0	0	1	3
Las Palmas Dr / Patricia Dr	0	1	1	0	0	1	3
Lick Mill Station	0	1	1	0	1	0	3
Agnew Rd / Avina Circle	2	1	0	0	0	0	3
Homestead Rd / Main St	0	0	1	0	1	1	3
Monroe St / Lexington St	0	1	1	0	0	1	3

A. Prioritization Matrix

Location Name	Safety	Comfort	Access	Public Input	Aligns With Other Plans	Cost	Final Score
Medium Priority Projects							
Curb Ramps							
Cabot Avenue / Bennett Avenue	0	1	1	0	0	1	3
Mc Kinley Drive / Arcadia Avenue	0	1	0	0	1	1	3
Arthur Court / Woodhams Road	0	1	1	0	0	1	3
Elmhurst Avenue / Elmhurst Court	0	2	0	0	0	1	3
Mauricia Avenue / Arcadia Avenue	0	1	1	0	0	1	3
Mauricia Avenue / Brian Lane	0	1	1	0	0	1	3
Mauricia Avenue / Muir Avenue	0	1	1	0	0	1	3
Rodonovan Court / Rodonovan Drive	0	1	1	0	0	1	3
Woodhams Road / Atherton Drive	0	1	1	0	0	1	3
Hayes Avenue / Atherton Drive	0	1	1	0	0	1	3
Allen Way / Allen Court	0	1	1	0	0	1	3
Burnett Avenue / Allen Way	0	1	1	0	0	1	3
Adams Way / Woodhams Road	0	1	1	0	0	1	3
Gibson Avenue / Claremont Avenue	0	2	0	0	0	1	3
Barto Street / Hazelwood Avenue	0	1	1	0	0	1	3
Carleton Place / Barto Street	0	2	0	0	0	1	3
Carleton Place / Radcliffe Drive	0	1	1	0	0	1	3
Forbes Avenue / Ramke Place	0	1	1	0	0	1	3
Stevenson Street / Hamilton Lane	0	1	1	0	0	1	3
Los Olivos Drive / Forbes Avenue	0	2	0	0	0	1	3
Los Olivos Drive / Ramke Place	0	2	0	0	0	1	3
Ridge Road / Alexander Avenue	0	1	1	0	0	1	3
Alviso Street / Shady Glen Avenue	0	2	0	0	0	1	3
Forbes Avenue / Malarin Avenue	0	2	0	0	0	1	3
Newhall Street / Heatherdale Avenue	0	2	0	0	0	1	3
Brannan Place / Garner Court	0	2	0	0	0	1	3
Highland Avenue / Garden Way	0	1	1	0	0	1	3

A. Prioritization Matrix

Location Name	Safety	Comfort	Access	Public Input	Aligns With Other Plans	Cost	Final Score
Medium Priority Projects							
Raney Court / Brannan Place	0	2	0	0	0	1	3
San Miguel Avenue / Serra Avenue	0	2	0	0	0	1	3
Withrow Place / Howell Avenue	0	1	1	0	0	1	3
Murguia Avenue / Viader Court	0	2	0	0	0	1	3
Fallon Avenue / De la Pena Avenue	0	2	0	0	0	1	3
Sunset Drive / Homestead Road	0	1	1	0	0	1	3
Enright Avenue / Sunlite Drive	0	2	0	0	0	1	3
North Winchester Boulevard / Santa Clara Street	0	2	0	0	0	1	3
Monastery Way / Lexington Street	0	2	0	0	0	1	3
Patricia Drive / Elizabeth Drive	0	1	1	0	0	1	3
Madeline Lane / Patricia Drive	0	1	1	0	0	1	3
Armanini Avenue / Homestead Road	0	1	1	0	0	1	3
Maryann Drive / Karen Drive	0	1	1	0	0	1	3
Las Palmas Drive / Dixon Drive	0	1	1	0	0	1	3
Hart Avenue / San Miguel Avenue	0	1	1	0	0	1	3
Clara Vista Avenue / Hart Avenue	0	1	1	0	0	1	3
Hart Avenue / Armstrong Place	0	1	1	0	0	1	3
Benton Street / Fairfield Avenue	0	1	1	0	0	1	3
Benton Street / Inverness Avenue	0	1	1	0	0	1	3
Harrison Street / Carmel Way	0	1	1	0	0	1	3
Halford Avenue / Burnley Way	0	1	0	0	1	1	3
Madera Drive / Blackfield Drive	0	1	0	0	1	1	3
Las Palmas Drive / Arroyo Drive	0	1	0	0	1	1	3
Arroyo Drive / Loyola Drive	0	1	0	0	1	1	3
Sherman Street / Fremont Street	0	1	0	0	1	1	3
El Camino Real / 130ft W of Bowers Ave	0	0	1	0	1	1	3
Pacheco Street / Fresno Street	0	1	1	0	0	1	3
Warburton Avenue / Columbus Place	0	1	1	0	0	1	3

A. Prioritization Matrix

Location Name	Safety	Comfort	Access	Public Input	Aligns With Other Plans	Cost	Final Score
Medium Priority Projects							
El Capitan Avenue / Sheraton Drive	0	1	1	0	0	1	3
Royal Drive / Joan Way	0	1	1	0	0	1	3
Royal Drive / Joan Way	0	1	1	0	0	1	3
Aberdeen Street / Mac Gregor Lane	0	1	1	0	0	1	3
Victor Street / Edward Avenue	0	1	0	0	1	1	3
Baird Avenue / Mac Intosh Street	0	1	1	0	0	1	3
Aberdeen Street / Laurie Avenue	0	1	1	0	0	1	3
Orkney Avenue / Mac Intosh Street	0	1	1	0	0	1	3
Aldo Avenue / Woodward Avenue	0	1	1	0	0	1	3
Orkney Avenue / Kevin Way	0	1	1	0	0	1	3
Tyne Way / Orkney Avenue	0	1	1	0	0	1	3
Baird Avenue / Tyne Way	0	1	1	0	0	1	3
Clyde Avenue / Leith Avenue	0	1	1	0	0	1	3
Clyde Avenue / Laurie Avenue	0	1	1	0	0	1	3
Clyde Avenue / Orkney Avenue	0	1	1	0	0	1	3
De La Cruz Boulevard / Clyde Avenue	0	1	1	0	0	1	3
Eisenhower Drive / Burke Drive	0	1	1	0	0	1	3
Avenida de Los Arboles / Avenida de Las Flores	0	1	1	0	0	1	3
Calle de Primavera / Avenida de Angelina	0	1	1	0	0	1	3
Avenida de Los Arboles / Calle de Primavera	0	1	1	0	0	1	3
Corte de Flores / Avenida de Las Flores	0	1	1	0	0	1	3
Mangrum Drive / Hogan Drive	0	1	1	0	0	1	3
Burke Drive / Hogan Drive	0	1	1	0	0	1	3
Avenida de Los Arboles / Avenida de Lago	0	1	1	0	0	1	3
Avenida de Los Arboles / Avenida de las Rosas	0	1	1	0	0	1	3
Baird Avenue / Loch Lomond Street	0	1	1	0	0	1	3
Nobili Avenue / Rayanna Avenue	0	1	0	0	1	1	3
Clair Court / Pomeroy Avenue	0	1	0	0	1	1	3

A. Prioritization Matrix

Location Name	Safety	Comfort	Access	Public Input	Aligns With Other Plans	Cost	Final Score
Medium Priority Projects							
Sidewalks							
Aldo Ave from Lafayette St to Woodward Ave	0	2	0	0	0	1	3
Neldo Ave from Edward Ave to Victor St	0	1	0	0	1	1	3
Calle de Luna from Lafayette St to Calle del Sol	0	1	0	0	1	1	3
Calle de Luna from Calle del Sol to Calle de Luna	0	0	1	0	1	1	3
De la Cruz Blvd from Aldo Ave to Montague Park	0	1	0	0	1	1	3
De la Cruz Blvd from El Camino Real to Lafayette St	0	0	1	0	1	1	3
De la Cruz Blvd from El Camino Real to Alviso St	0	0	1	0	1	1	3
Lewis St from De la Cruz Blvd to The Alameda	0	0	1	0	1	1	3
San Tomas Expy from Homestead Rd to Forbes Ave	0	1	1	0	0	1	3
Forbes Ave from San Tomas Expy to Forbes Ave	0	1	1	0	0	1	3
Stevens Creek Blvd from Lawrence Expy to Stevens Creek Blvd	0	1	0	0	1	1	3

A. Prioritization Matrix

Location Name		Comfort	Access	Public Input	Aligns With Other Plans	Cost	Final Score
Low Priority Projects							
Spot Improvements							
Cabrillo Ave / Menzel Pl	0	1	0	0	0	1	2
Scott Blvd / Cabrillo Ave	2	0	0	0	0	0	2
Homestead Rd / Lincoln St	0	0	1	0	1	0	2
Homeridge Park	0	1	1	0	0	0	2
Warburton Ave / Pomeroy Ave	2	0	0	0	0	0	2
Homestead Rd / Los Olivos Dr	0	1	1	0	0	0	2
Lexington St / Winchester Blvd	0	2	0	0	0	0	2
Benton St / Sonoma Pl (east)	0	0	1	1	0	0	2
De La Cruz Blvd / Greenwood Dr	0	1	0	0	0	1	2
San Tomas Expy / Homestead Rd	2	0	0	0	0	0	2
Kiely Blvd / Benton St	0	1	0	1	0	0	2
Market St / Main St	0	1	1	0	0	0	2
Granada Ave / Pomeroy Ave	0	0	1	0	0	1	2
Bellomy St/ Alviso St	0	1	0	0	0	1	2
Benton St / Sonoma Pl (west)	0	0	1	0	0	1	2
Monroe St / Fremont St	0	1	1	0	0	0	2
Lafayette St / ACE/Amtrak Tracks	0	1	0	1	0	0	2
Saratoga Creek Bridge / Mauricia Ave	0	0	1	0	0	1	2
El Camino Real / Monroe St	0	0	1	0	0	1	2
Scott Blvd / Harrison St	0	0	0	0	1	0	1
El Camino Real / Lafayette St	0	0	0	0	1	0	1
Los Padres Blvd / Benton St	0	0	0	0	0	1	1
Benton St / Jackson St	0	0	0	0	1	0	1
Agnew Rd / Unnamed Rd	0	1	0	0	0	0	1
San Toman Expwy / Monroe St	0	0	1	0	0	0	1
Warburton Ave / San Toman Aquino Creek Trail	0	1	0	0	0	0	1
Lick Mill Blvd / Fitzpatrick Way	0	0	1	0	0	0	1
El Camino Real / Main St	0	0	0	0	1	0	1

A. Prioritization Matrix

Location Name		Comfort	Access	Public Input	Aligns With Other Plans	Cost	Final Score
Low Priority Projects							
Mauricia Ave / Claremont Ave	0	0	1	0	0	0	1
Kiely Dr / Kaiser Dr	0	0	0	0	0	1	1
Kiely Blvd / El Sobrante St	0	1	0	0	0	0	1
Jackson St / Franklin St	0	0	0	0	1	0	1
Washington St / Linden Dr	0	0	1	0	0	0	1
Bellomy St / Winchester Blvd	0	1	0	0	0	0	1
The Alameda / Alviso St	0	0	0	1	0	0	1
Market St / Jackson St	0	0	1	0	0	0	1
Lafayette St / Aldo Ave	0	1	0	0	0	0	1
Warburton Ave / Saratoga Creek	0	0	0	1	0	0	1
Alviso St / Harrison St	0	1	0	0	0	0	1
Washington St / Bellomy St	0	0	0	0	0	1	1
El Camino Real / Pierce St	0	0	0	0	1	0	1
Las Palmas Dr / White Dr	0	0	0	0	0	1	1
Lafayette St / Clyde Ave	0	1	0	0	0	0	1
Hetch Hetchy Trail	0	1	0	0	0	0	1
Harrison St / Madison St	0	0	0	0	0	1	1
Homestead Rd / Viadar Ct	0	0	0	0	0	0	0
Saratoga Ave / Newhall St	0	0	0	0	0	0	0
Kiely Blvd / Toledo Ave	0	0	0	0	0	0	0
Pruneride Ave/ Redwood Ave	0	0	0	0	0	0	0
Lick Mill Pkwy / E River Pkwy	0	0	0	0	0	0	0
Saratoga Ave / Bellomy St	0	0	0	0	0	0	0
Lafayette St / Bellomy St	0	0	0	0	0	0	0
Homestead Rd / University St	0	0	0	0	0	0	0
Los Padres Blvd / Harrison St	0	0	0	0	0	0	0
Lafayette St / Laurie Ave	0	0	0	0	0	0	0
Lick Mill Blvd / Ulistac Natural Area	0	0	0	0	0	0	0
El Camino Real / The Alameda	0	0	0	0	0	0	0

A. Prioritization Matrix

Location Name		Comfort	Access	Public Input	Aligns With Other Plans	Cost	Final Score
Low Priority Projects							
Curb Ramps							
Gilbert Avenue / Kellogg Way	0	1	0	0	0	1	2
Elmhurst Avenue / Claremont Avenue	0	1	0	0	0	1	2
Gilbert Avenue / Mauricia Avenue	0	0	1	0	0	1	2
Gibson Avenue / Mauricia Avenue	0	1	0	0	0	1	2
Barto Street / Aspen Drive	0	1	0	0	0	1	2
Radcliffe Drive / Hickory Place	0	1	0	0	0	1	2
Radcliffe Drive / Temple Court	0	1	0	0	0	1	2
Hazelwood Avenue / Hickory Place	0	1	0	0	0	1	2
Forbes Avenue / San Miguel Avenue	0	1	0	0	0	1	2
Ridge Road / Howell Avenue	0	1	0	0	0	1	2
Scanlan Place / Malone Place	0	1	0	0	0	1	2
Roxbury Street / Roxbury Court	0	1	0	0	0	1	2
Austin Place / Johnson Place	0	1	0	0	0	1	2
Roxbury Street / Normandy Way	0	1	0	0	0	1	2
Newhall Street / Shady Glen Avenue	0	1	0	0	0	1	2
Roxbury Street / Highland Avenue	0	1	0	0	0	1	2
Clara Vista Avenue / Serra Avenue	0	1	0	0	0	1	2
Brannan Place / Los Olivos Drive	0	1	0	0	0	1	2
Park Court / Park Court	0	1	0	0	0	1	2
Murguia Avenue / Catala Court	0	1	0	0	0	1	2
Los Olivos Drive / Hart Avenue	0	1	0	0	0	1	2
Robin Drive / Serra Avenue	0	1	0	0	0	1	2
Los Olivos Drive / Serra Avenue	0	1	0	0	0	1	2
Heatherdale Avenue / Alviso Street	0	1	0	0	0	1	2
Withrow Place / Ridge Road	0	1	0	0	0	1	2
Los Olivos Drive / Austin Place	0	1	0	0	0	1	2
Enright Avenue / Forbes Avenue	0	1	0	0	0	1	2
Murguia Avenue / Moreno Lane	0	1	0	0	0	1	2
Dixon Drive / Patricia Drive	0	1	0	0	0	1	2

A. Prioritization Matrix

Location Name		Comfort	Access	Public Input	Aligns With Other Plans	Cost	Final Score
Low Priority Projects							
Murguia Avenue / Fallon Avenue	0	1	0	0	0	1	2
University Street / North Winchester Boulevard	0	1	0	0	0	1	2
Patricia Drive / Karen Drive	0	1	0	0	0	1	2
Las Palmas Drive / Rose Way	0	1	0	0	0	1	2
White Drive / Rose Way	0	1	0	0	0	1	2
Sherwin Avenue / Enright Avenue	0	1	0	0	0	1	2
De la Pena Avenue / Viader Court	0	1	0	0	0	1	2
Catala Court / De la Pena Avenue	0	1	0	0	0	1	2
Isabella Street / Market Street	0	1	0	0	0	1	2
Moreno Lane / De la Pena Avenue	0	1	0	0	0	1	2
Park Avenue / Park Court	0	1	0	0	0	1	2
Malarin Avenue / Serra Avenue	0	1	0	0	0	1	2
Barto Street / Dibble Court	0	0	1	0	0	1	2
North Winchester Boulevard / Lincoln Street	0	1	0	0	0	1	2
Elizabeth Drive / Arlene Drive	0	1	0	0	0	1	2
Madeline Lane / Arlene Drive	0	1	0	0	0	1	2
Maryann Drive / Arlene Drive	0	1	0	0	0	1	2
Chapel Drive / Harrison Street	0	1	0	0	0	1	2
Alpine Avenue / El Sobrante Street	0	1	0	0	0	1	2
Pacheco Street / El Sobrante Street	0	1	0	0	0	1	2
El Sobrante Street / Moraga Street	0	1	0	0	0	1	2
Fresno Street / Alpine Avenue	0	1	0	0	0	1	2
Hayward Drive / Las Palmas Drive	0	1	0	0	0	1	2
Lincoln Street / Lexington Street	0	1	0	0	0	1	2
Washington Street / Civic Center Drive	0	1	0	0	0	1	2
Webster Court / Shamrock Avenue	0	1	0	0	0	1	2
Nobili Avenue / Warburton Avenue	0	1	0	0	0	1	2
Jones Avenue / Warburton Avenue	0	1	0	0	0	1	2
Hood Court / Warburton Avenue	0	1	0	0	0	1	2
Townsend Avenue / Warburton Avenue	0	1	0	0	0	1	2
Warburton Avenue / 100ft E of Flora Vista Ave	0	1	0	0	0	1	2

A. Prioritization Matrix

Location Name		Comfort	Access	Public Input	Aligns With Other Plans	Cost	Final Score
Low Priority Projects							
Fowler Avenue / Warburton Avenue	0	1	0	0	0	1	2
Warburton Avenue / Victoria Avenue	0	1	0	0	0	1	2
Sally Court / Santa Cruz Avenue	0	1	0	0	0	1	2
Washington Street / Warburton Avenue	0	1	0	0	0	1	2
Lafayette Street / Civic Center Drive	0	0	0	0	1	1	2
Franck Avenue / Warburton Avenue	0	1	0	0	0	1	2
Warburton Avenue / Higgins Avenue	0	1	0	0	0	1	2
Warburton Avenue / Oswald Place	0	1	0	0	0	1	2
Warburton Avenue / Ravizza Avenue	0	1	0	0	0	1	2
Bowers Avenue / Warburton Avenue	0	1	0	0	0	1	2
El Capitan Avenue / Cabrillo Avenue	0	1	0	0	0	1	2
El Capitan Avenue / Alberta Court	0	1	0	0	0	1	2
Deborah Drive / Monroe Street	0	1	0	0	0	1	2
Sheraton Drive / Staats Way	0	1	0	0	0	1	2
Rowena Court / Laurie Avenue	0	1	0	0	0	1	2
Laurie Avenue / Dinny Street	0	1	0	0	0	1	2
Leith Avenue / Beth Court	0	1	0	0	0	1	2
Clyde Avenue / Haig Street	0	1	0	0	0	1	2
Laurie Avenue / Mac Intosh Street	0	1	0	0	0	1	2
Loch Lomond Street / Leith Avenue	0	1	0	0	0	1	2
Loch Lomond Street / Clyde Avenue	0	1	0	0	0	1	2
Baird Avenue / Clyde Avenue	0	1	0	0	0	1	2
Inglewood Drive / Wildwood Way	0	1	0	0	0	1	2
De La Cruz Boulevard / Argus Way	0	1	0	0	0	1	2
Greenwood Drive / Eastwood Circle	0	1	0	0	0	1	2
Brownwood Way / Greenwood Drive	0	1	0	0	0	1	2
Eastwood Circle / Brasswood Court	0	1	0	0	0	1	2
Eastwood Circle / Woodbridge Way	0	1	0	0	0	1	2
Greenwood Drive / Woodbridge Way	0	1	0	0	0	1	2
Edgehill Drive / Oakwood Drive	0	1	0	0	0	1	2
Oakwood Drive / Eastwood Circle	0	1	0	0	0	1	2

A. Prioritization Matrix

Location Name		Comfort	Access	Public Input	Aligns With Other Plans	Cost	Final Score
Low Priority Projects							
Eastwood Circle / Collinwood Court	0	1	0	0	0	1	2
Hemlock Court / Eastwood Circle	0	1	0	0	0	1	2
Eastwood Circle / Willow Way	0	1	0	0	0	1	2
Edgehill Drive / Inglewood Drive	0	1	0	0	0	1	2
Oakwood Drive / Willow Way	0	1	0	0	0	1	2
Eisenhower Drive / Demaret Drive	0	1	0	0	0	1	2
Snead Drive / Eisenhower Drive	0	1	0	0	0	1	2
Eisenhower Drive / 160ft W of Snead Drive	0	1	0	0	0	1	2
Eisenhower Drive / Mangrum Drive	0	1	0	0	0	1	2
Armour Drive / Hogan Drive	0	1	0	0	0	1	2
Hogan Drive / Demaret Drive	0	1	0	0	0	1	2
Avenida de Los Arboles / Fairway Glen Drive	0	0	1	0	0	1	2
Avenida de Las Flores / Avenida de Las Flores	0	1	0	0	0	1	2
Eisenhower Drive / Armour Drive	0	1	0	0	0	1	2
Burke Drive / Nelson Drive	0	1	0	0	0	1	2
Sherman Street / El Camino Real	0	0	0	0	1	1	2
Robinson Avenue / Laine Avenue	0	1	0	0	0	1	2
Robinson Avenue / Franck Avenue	0	1	0	0	0	1	2
Morse Lane / Robinson Avenue	0	1	0	0	0	1	2
Robinson Avenue / Higgins Avenue	0	1	0	0	0	1	2
Oswald Place / Robinson Avenue	0	1	0	0	0	1	2
Santa Cruz Avenue / Jerald Avenue	0	1	0	0	0	1	2
Jonathan Street / Jefferson Street	0	0	0	0	0	1	1
Market Street / Frederick Avenue	0	0	0	0	0	1	1
Lexington Street / 200ft W of North Winchester Bl*	0	0	0	0	0	1	1
Rose Way / Rose Court	0	0	0	0	0	1	1
Santa Clara Street / Lincoln Street	0	0	0	0	0	1	1
White Drive / Hayward Drive	0	0	0	0	0	1	1
Las Palmas Drive / 130ft N of Hayward Dr	0	0	0	0	0	1	1
Lafayette Street / Warburton Avenue	0	0	0	0	0	1	1
Snead Drive / Hogan Drive	0	0	0	0	0	1	1

A. Prioritization Matrix

Location Name		Comfort	Access	Public Input	Aligns With Other Plans	Cost	Final Score
Low Priority Projects							
Sidewalks							
Montague Expressway On Ramp from Lafayette St to Service Road	0	1	0	0	0	1	2
De la Cruz Blvd from El Camino Real to El Camino Real	0	0	0	0	1	1	2
Forbes Ave from San Tomas Expy to Forbes Ave	0	0	1	0	0	1	2
San Tomas Expy from Monroe St to Cabrillo Ave	0	0	1	0	0	1	2
Montague Expy from Lafayette St to Lafayette St	0	0	0	0	0	1	1
San Tomas Expy from Cabrillo Ave to Warburton Ave	0	0	0	0	0	1	1

B.

Spot Improvement Recommendations

B. Spot Improvement Recommendations

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B. Spot Improvement Recommendations

Project ID	Pedestrian Zone	Location	Roadway Design					Crossing Improvement			
			Curb Extension	Curb Radius Reduction	Parking Restrictions	Modify Skewed Intersection	Right-Turn Slip Lane Removal	High Visibility Crosswalk Marking	Advance Yield/Stop Lines	Curb Ramp	Pedestrian Refuge Island
1	Rivermark Lickmill	Tasman Drive / Lick Mill Station						●		●	
2	Rivermark Lickmill	Tasman Drive / Lick Mill Blvd								●	
3	Rivermark Lickmill	Calle de Primavera / Calle de Escuela								●	
4	Rivermark Lickmill	Lick Mill Blvd/ Ulistac Natural Area							●	●	
5	Rivermark Lickmill	Hetch Hetchy Trail / Fairway Glen Dr									
6	Rivermark Lickmill	Agnew Rd/ Bassett St						●		●	
7	Rivermark Lickmill	Lafayette St / Agnew Rd		●						●	
8	Rivermark Lickmill	Agnew / Avina Circle	●						●		
9	Rivermark Lickmill	Agnew Rd / Oracle Entrance							●		●
10	Rivermark Lickmill	Lick Mill Blvd / E River Pkwy								●	
11	Rivermark Lickmill	Lick Mill Blvd / Fitzpatrick Way									
12	Rivermark Lickmill	Moreland Way / Fitzpatrick Way									
13	Rivermark Lickmill	Montague Expy / Agnew Rd							●		
14	Rivermark Lickmill	De La Cruz Blvd / Greenwood Dr								●	

B. Spot Improvement Recommendations

Crossing Improvement						Transit						Notes
Pedestrian-Scale Lighting	Pedestrian Crosswalk Motion Sensor	Standard Crosswalk	Decorative Crosswalk	Straighten/Shorten Crosswalk	Pedestrian Undercrossing/ Overcrossing	Signs, Signals and Signal Timing	Transit Waiting Area Improvements	Public Space Activations/Parklet	Trail Access	City Unsignalized Crossing Project	Agnew At-Grade Crossing Project	
						Traffic Control Study						Public comment
						Leading Pedestrian Interval						Public comment
						"Yield Here to Peds" Sign						School crossing
						Pedestrian Countdown Timer						Public comment
						Accessible Pedestrian Signal						Existing plan
						Protected Left-Turn Phasing						Walking tour
												Walking tour
												Study Crossing
												Public comment
												Public comments
												Public comment
												Consultant recommendation - safety
												Public comments, pedestrian collision
												Proximity to school

B. Spot Improvement Recommendations

Project ID	Pedestrian Zone	Location	Roadway Design					Crossing Improvement			
			Curb Extension	Curb Radius Reduction	Parking Restrictions	Modify Skewed Intersection	Right-Turn Slip Lane Removal	High Visibility Crosswalk Marking	Advance Yield/Stop Lines	Curb Ramp	Pedestrian Refuge Island
15	Rivermark Lickmill	Lafayette St / Clyde Ave									
16	Rivermark Lickmill	Lafayette St / Laurie Ave									
17	Rivermark Lickmill	Lafayette St / Aldo Ave									
18	Downtown / University	Monroe St / Fremont St	●						●	●	
19	Downtown / University	Benton St / Jackson St	●							●	
20	Downtown / University	Monroe St / Franklin St									
21	Downtown / University	Jackson St / Franklin St								●	
22	Downtown / University	Monroe St / Homestead Rd								●	
23	Downtown / University	Homestead Rd / Jackson St							●		
24	Downtown / University	Monroe St / Lexington St								●	
25	Downtown / University	Homestead Rd / Main St	●						●		
26	Downtown / University	Lafayette St / Homestead Rd		●						●	
27	Downtown / University	Lafayette St / Lexington St								●	
28	Downtown / University	El Camino Real / Benton St	●								

B. Spot Improvement Recommendations

B. Spot Improvement Recommendations													Transit			Notes		
Crossing Improvement						Signs, Signals and Signal Timing						Public Space	City Project					
Pedestrian-Scale Lighting	Pedestrian Crosswalk Motion Sensor	Standard Crosswalk	Decorative Crosswalk	Straighten/Shorten Crosswalk	Pedestrian Undercrossing/ Overcrossing	Traffic Control Study	Leading Pedestrian Interval	"Yield Here to Peds" Sign	Pedestrian Countdown Timer	Accessible Pedestrian Signal	Protected Left-Turn Phasing	Transit Waiting Area Improvements	Public Space Activations/Parklet	Trail Access	City Unsignalized Crossing Project		Agnew At-Grade Crossing Project	City Safe Routes to School Project
						●												Study Crossing
						●												Study Crossing
						●												Land use
						●						●						Walking tour
																		Public comment
						●												Public comment
													●					Land use
																		Pedestrian collisions
						●												Pedestrian collisions
		●																Public comment
																		Public comment
																		Pedestrian collisions
																		Pedestrian collisions, land use
	●		●															Land use

B. Spot Improvement Recommendations

Project ID	Pedestrian Zone	Location	Roadway Design					Crossing Improvement			
			Curb Extension	Curb Radius Reduction	Parking Restrictions	Modify Skewed Intersection	Right-Turn Slip Lane Removal	High Visibility Crosswalk Marking	Advance Yield/Stop Lines	Curb Ramp	Pedestrian Refuge Island
29	Downtown / University	El Camino Real / Railroad Ave	●								
30	Downtown / University	El Camino Real / Campbell Ave								●	
31	Downtown / University	Market St / Monroe St									
32	Downtown / University	Market St / Jackson St	●				●	●			
33	Downtown / University	Market St / Main St									
34	Downtown / University	The Alameda / Alviso St	●					●		●	
35	Downtown / University	Monroe St / Bellomy St								●	
36	Downtown / University	Bellomy St / Jackson St			●					●	
37	Downtown / University	Washington St / Bellomy St								●	
38	Downtown / University	Lafayette St / Bellomy St					●				
39	Downtown / University	Bellomy St/ Alviso St			●			●			
40	Downtown / University	El Camino Real / The Alameda		●							
41	Downtown / University	El Camino Real / Portola Ave	●					●			
42	Downtown / University	Lafayette St / Manchester Dr	●					●		●	

B. Spot Improvement Recommendations

B. Spot Improvement Recommendations													Transit			Notes	
Crossing Improvement						Signs, Signals and Signal Timing						Public Space	City Project				
Pedestrian-Scale Lighting	Pedestrian Crosswalk Motion Sensor	Standard Crosswalk	Decorative Crosswalk	Straighten/Shorten Crosswalk	Pedestrian Undercrossing/ Overcrossing	Traffic Control Study	Leading Pedestrian Interval	"Yield Here to Peds" Sign	Pedestrian Countdown Timer	Accessible Pedestrian Signal	Protected Left-Turn Phasing	Transit Waiting Area Improvements	Public Space Activations/Parklet	Trail Access	City Unsignalized Crossing Project		Agnew At-Grade Crossing Project
	●		●				●		●	●							Public comments, land use, pedestrian collisions
	●		●				●										Pedestrian collisions, land use
		●	●						●	●							School walk audit
																	School walk audit
						●											School walk audit
		●															Proximity to Santa Clara University
									●	●							School walk audit
																	School walk audit
																	Proximity to School
		●															School walk audit
															●		City Unsignalized Crossing Project
			●	●	●												Public comment
	●					●											Pedestrian collisions
						●									●		City Unsignalized Crossing Project

B. Spot Improvement Recommendations

Project ID	Pedestrian Zone	Location	Roadway Design					Crossing Improvement			
			Curb Extension	Curb Radius Reduction	Parking Restrictions	Modify Skewed Intersection	Right-Turn Slip Lane Removal	High Visibility Crosswalk Marking	Advance Yield/Stop Lines	Curb Ramp	Pedestrian Refuge Island
43	Downtown / University	Washington St / Linden Dr	●						●	●	
44	Central	Los Padres Blvd / Benton St								●	
45	Central	Homestead Rd / Los Olivos Dr	●					●	●	●	
46	Central	Homestead Rd / Los Padres Blvd	●						●		
47	Central	Homestead Rd / Scott Blvd								●	
48	Central	Homestead Rd / Viadar Ct	●					●	●	●	
49	Central	Homestead Rd / University St	●					●	●	●	
50	Central	Homestead Rd / Lincoln St	●							●	
51	Central	Lexington St / Winchester Blvd	●						●		
52	Central	Bellomy St / Winchester Blvd		●						●	
53	Central	Saratoga Ave / Bellomy St	●						●		
54	Central	Saratoga Ave / Newhall St		●							
55	Central Park Kiely Blvd	Kiely Blvd / Benton St	●								
56	Central Park Kiely Blvd	Benton St / Sonoma Pl (west)									

B. Spot Improvement Recommendations

B. Spot Improvement Recommendations											Transit			Notes				
Crossing Improvement						Signs, Signals and Signal Timing					Public Space	City Project						
Pedestrian-Scale Lighting	Pedestrian Crosswalk Motion Sensor	Standard Crosswalk	Decorative Crosswalk	Straighten/Shorten Crosswalk	Pedestrian Undercrossing/ Overcrossing	Traffic Control Study	Leading Pedestrian Interval	"Yield Here to Peds" Sign	Pedestrian Countdown Timer	Accessible Pedestrian Signal	Protected Left-Turn Phasing	Transit Waiting Area Improvements	Public Space Activations/Parklet		Trail Access	City Unsignalized Crossing Project	Agnew At-Grade Crossing Project	City Safe Routes to School Project
						●									●			City Unsignalized Crossing Project
																		Proximity to park
						●												Public comments
							●		●									Pedestrian collision, proximity to school
											●							Proximity to school
															●			City Unsignalized Crossing Project
															●			Proximity to school
											●							Proximity to school
						●												Public comment
												●						Consultant recommendation - safety
						●												Consultant recommendation - safety
																		Public comment
																		School walk audit
		●																Proximity to school

B. Spot Improvement Recommendations

Project ID	Pedestrian Zone	Location	Roadway Design					Crossing Improvement			
			Curb Extension	Curb Radius Reduction	Parking Restrictions	Modify Skewed Intersection	Right-Turn Slip Lane Removal	High Visibility Crosswalk Marking	Advance Yield/Stop Lines	Curb Ramp	Pedestrian Refuge Island
57	Central Park Kiely Blvd	Benton St / Sonoma Pl (east)							●	●	
58	Central Park Kiely Blvd	Sonoma Pl (mid-block)							●	●	
59	Central Park Kiely Blvd	Kiely Dr / Kaiser Dr								●	
60	Central Park Kiely Blvd	Las Palmas Dr / White Dr								●	
61	Central Park Kiely Blvd	Las Palmas Dr / Patricia Dr								●	
62	Central Park Kiely Blvd	Kiely Blvd / Homestead Rd		●						●	
63	Central Park Kiely Blvd	Homestead Rd / Central Park Library Entrance	●							●	
64	Central Park Kiely Blvd	Homestead Rd / Las Palmas Dr								●	
65	Central Park Kiely Blvd	San Tomas Expy / Homestead Rd							●		
66	Central Park Kiely Blvd	Kiely Blvd / Toledo Ave	●	●				●	●	●	
67	Central Park Kiely Blvd	Kiely Blvd / Forbes Ave				●	●			●	
68	Central Park Kiely Blvd	Kiely Blvd / Mauricia Ave	●						●		
69	Saratoga Creek	Homeridge Park									
70	Saratoga Creek	Pruneridge Ave / Woodhams Rd								●	

B. Spot Improvement Recommendations

Crossing Improvement						Transit							City Project	Notes
Pedestrian-Scale Lighting	Pedestrian Crosswalk Motion Sensor	Standard Crosswalk	Decorative Crosswalk	Straighten/Shorten Crosswalk	Pedestrian Undercrossing/ Overcrossing	Signs, Signals and Signal Timing	Transit Waiting Area Improvements	Public Space Activations/Parklet	Trail Access	City Unsignalized Crossing Project	Agnew At-Grade Crossing Project	City Safe Routes to School Project		
						Traffic Control Study							●	City Unsignalized Crossing Project
						Leading Pedestrian Interval							●	School walk audit
	●					"Yield Here to Peds" Sign								Public comments
						Pedestrian Countdown Timer								Park connectivity
						Accessible Pedestrian Signal								Park connectivity
						Protected Left-Turn Phasing								Pedestrian collisions
														Proximity to school
	●													Pedestrian collision
	●													Proximity to school
		●												Distance between crossings
		●												Pedestrian collisions, proximity to school
		●												
								●						Public comment
														Proximity to school

B. Spot Improvement Recommendations

Project ID	Pedestrian Zone	Location	Roadway Design					Crossing Improvement			
			Curb Extension	Curb Radius Reduction	Parking Restrictions	Modify Skewed Intersection	Right-Turn Slip Lane Removal	High Visibility Crosswalk Marking	Advance Yield/Stop Lines	Curb Ramp	Pedestrian Refuge Island
71	Saratoga Creek	Pruneride Ave/ Redwood Ave	●	●				●		●	
72	Saratoga Creek	Saratoga Creek Bridge/ Mauricia Ave									
73	Saratoga Creek	Mauricia Ave / Claremont Ave							●	●	
74	Saratoga Creek	Rodonovan Dr / Mauricia Ave								●	
75	Saratoga Creek	Cronin Dr / McKinley Dr	●							●	
76	Saratoga Creek	Stevens Creek Blvd / Cronin Dr								●	
77	El Camino Real West	Cabrillo Ave/ Townsend Ave						●	●	●	
78	El Camino Real West	Warburton Ave / Pomeroy Ave	●								
79	El Camino Real West	El Camino Real / Lawrence SB Ramps		●						●	
80	El Camino Real West	El Camino Real / Lawrence NB Ramps								●	
81	El Camino Real West	El Camino Real / Flora Vista Ave								●	
82	El Camino Real West	El Camino Real / Pomeroy Ave		●		●	●				
83	El Camino Real West	El Camino Real / Alpine Ave		●							
84	El Camino Real West	Granada Ave / Pomeroy Ave									
85	El Camino Real West	Calabazas Blvd / Pomeroy Ave						●			

B. Spot Improvement Recommendations

B. Spot Improvement Recommendations						Transit												
Crossing Improvement						Signs, Signals and Signal Timing						Public Space			City Project			
Pedestrian-Scale Lighting	Pedestrian Crosswalk Motion Sensor	Standard Crosswalk	Decorative Crosswalk	Straighten/Shorten Crosswalk	Pedestrian Undercrossing/ Overcrossing	Traffic Control Study	Leading Pedestrian Interval	"Yield Here to Peds" Sign	Pedestrian Countdown Timer	Accessible Pedestrian Signal	Protected Left-Turn Phasing	Transit Waiting Area Improvements	Public Space Activations/Parklet	Trail Access	City Unsignalized Crossing Project	Agnew At-Grade Crossing Project	City Safe Routes to School Project	Notes
															<div></div>			City Unsignalized Crossing Project
<div></div>																		Public comment
<div></div>						<div></div>												Public comment
		<div></div>																Public comments
		<div></div>																Public comment
	<div></div>																	Pedestrian collision
						<div></div>											<div></div>	City SRTS project
		<div></div>				<div></div>												Pedestrian collision
	<div></div>		<div></div>	<div></div>	<div></div>			<div></div>										Pedestrian collisions
	<div></div>			<div></div>														Land use
	<div></div>			<div></div>				<div></div>			<div></div>							Pedestrian collisions
	<div></div>			<div></div>								<div></div>						Pedestrian collision
	<div></div>	<div></div>	<div></div>	<div></div>														Pedestrian collisions
		<div></div>																School walk audit
																		School walk audit

B. Spot Improvement Recommendations

Project ID	Pedestrian Zone	Location	Roadway Design					Crossing Improvement			
			Curb Extension	Curb Radius Reduction	Parking Restrictions	Modify Skewed Intersection	Right-Turn Slip Lane Removal	High Visibility Crosswalk Marking	Advance Yield/Stop Lines	Curb Ramp	Pedestrian Refuge Island
86	El Camino Real West	Granada Ave / Flora Vista Ave	●							●	
87	El Camino Real Central	Barkeley Ave / Wade Ave						●		●	
88	El Camino Real Central	Warburton Ave / Saratoga Creek									
89	El Camino Real Central	Warburton Ave / San Tomas Aquino Creek Trail									
90	El Camino Real Central	Scott Blvd / Warburton Ave		●						●	
91	El Camino Real Central	El Camino Real / Kiely Blvd		●			●			●	
92	El Camino Real Central	El Camino Real / San Tomas Expressway									
93	El Camino Real Central	El Camino Real / Los Padres Blvd								●	
94	El Camino Real Central	El Camino Real / Scott Blvd		●		●	●			●	
95	El Camino Real Central	Kiely Blvd / El Sobrante St	●					●	●		
96	El Camino Real Central	Los Padres Blvd / Harrison St	●								
97	El Camino Real Central	Scott Blvd / Harrison St							●		
98	El Camino Real East	El Camino Real / Pierce St						●	●		
99	El Camino Real East	El Camino Real / Lincoln St		●						●	

B. Spot Improvement Recommendations

B. Spot Improvement Recommendations												Transit						
Crossing Improvement						Signs, Signals and Signal Timing						Public Space			City Project			Notes
Pedestrian-Scale Lighting	Pedestrian Crosswalk Motion Sensor	Standard Crosswalk	Decorative Crosswalk	Straighten/Shorten Crosswalk	Pedestrian Undercrossing/ Overcrossing	Traffic Control Study	Leading Pedestrian Interval	"Yield Here to Peds" Sign	Pedestrian Countdown Timer	Accessible Pedestrian Signal	Protected Left-Turn Phasing	Transit Waiting Area Improvements	Public Space Activations/Parklet	Trail Access	City Unsignalized Crossing Project	Agnew At-Grade Crossing Project	City Safe Routes to School Project	
		●																Pedestrian collision
																	●	Proximity to school
														●				Public comments
														●				Public comments
																		Pedestrian Collisions
	●		●				●											Pedestrian collisions, land use
	●		●					●				●						Public comments
	●		●				●											Public comments
	●		●	●														Public comments, land use
		●				●												Pedestrian collision, distance to marked crossings
		●				●												Land use
		●				●												Public comment, land use
						●												Land use
	●		●				●											Public comments

B. Spot Improvement Recommendations

Project ID	Pedestrian Zone	Location	Roadway Design					Crossing Improvement			
			Curb Extension	Curb Radius Reduction	Parking Restrictions	Modify Skewed Intersection	Right-Turn Slip Lane Removal	High Visibility Crosswalk Marking	Advance Yield/Stop Lines	Curb Ramp	Pedestrian Refuge Island
100	El Camino Real East	El Camino Real / Monroe St	●	●							
101	El Camino Real East	Monroe St / Warburton Ave	●						●	●	
102	El Camino Real East	El Camino Real / Main St						●	●	●	
103	El Camino Real East	El Camino Real / Lafayette St		●			●			●	
104	El Camino Real East	Alviso St / Harrison St				●	●			●	
105	El Camino Real East	Lafayette St / Caltrain Tracks									
106	El Camino Real East	Jefferson St / Lewis St								●	
107	El Camino Real East	Harrison St/ Madison St	●					●	●	●	
108	El Camino Real East	Monroe St / Harrison St	●						●	●	
109	Scott Monroe	San Tomas Expwy / Monroe St				●	●				●
110	Scott Monroe	Scott Blvd / Monroe St		●			●			●	
111	Scott Monroe	Cabrillo Ave / Menzel Pl									
112	Scott Monroe	Scott Blvd / Cabrillo Ave		●							

B. Spot Improvement Recommendations

B. Spot Improvement Recommendations												Transit						
Crossing Improvement						Signs, Signals and Signal Timing						Public Space			City Project			Notes
Pedestrian-Scale Lighting	Pedestrian Crosswalk Motion Sensor	Standard Crosswalk	Decorative Crosswalk	Straighten/Shorten Crosswalk	Pedestrian Undercrossing/ Overcrossing	Traffic Control Study	Leading Pedestrian Interval	"Yield Here to Peds" Sign	Pedestrian Countdown Timer	Accessible Pedestrian Signal	Protected Left-Turn Phasing	Transit Waiting Area Improvements	Public Space Activations/Parklet	Trail Access	City Unsignalized Crossing Project	Agnew At-Grade Crossing Project	City Safe Routes to School Project	
	●		●						●	●								Public comments
		●				●												Pedestrian collisions
	●		●			●												Workshop comment
	●		●															Consultant recommendation - safety
		●				●												Public comment
					●													Study Crossing
		●																Public comment, proximity to Senior Center
																		Public comment
						●						●						Pedestrian collisions, proximity to Senior Center
							●											Consultant recommendation - safety
									●	●								Public comments
		●																Proximity to school
	●																	Proximity to school

C.

Pedestrian Counts

C. Pedestrian Counts

Site Name: Lick Mill Boulevard / Tasman Drive

Site Code: 1

Start Date: 6/4/2019

Start Time	Driveway		Tasman Dr		Lick Mill Blvd		Tasman Dr	
	SOUTHBOUND		WESTBOUND		NORTHBOUND		EASTBOUND	
	CCW	CW	CCW	CW	CCW	CW	CCW	CW
05:00 AM	1	0	0	0	0	0	0	0
05:15 AM	0	0	0	0	0	0	0	0
05:30 AM	0	0	0	0	0	0	0	0
05:45 AM	1	1	0	0	1	0	0	1
06:00 AM	0	0	0	0	1	2	0	0
06:15 AM	0	0	0	0	1	0	1	0
06:30 AM	1	0	0	0	0	1	1	1
06:45 AM	1	2	0	0	0	0	0	0
07:00 AM	3	0	0	0	1	2	1	1
07:15 AM	0	0	0	2	4	0	3	1
07:30 AM	4	0	0	0	5	0	4	3
07:45 AM	2	1	0	0	1	1	2	0
08:00 AM	8	1	0	0	0	0	5	0
08:15 AM	2	0	0	0	2	0	0	1
08:30 AM	5	3	0	0	4	1	5	2
08:45 AM	1	1	1	1	3	1	1	0
09:00 AM	1	0	0	0	8	0	2	1
09:15 AM	0	0	0	0	1	2	0	4
09:30 AM	4	0	0	0	0	1	1	1
09:45 AM	2	1	0	0	0	2	1	1
10:00 AM	2	3	1	0	4	0	1	1
10:15 AM	1	1	0	0	0	1	0	1
10:30 AM	2	0	0	0	0	2	0	0
10:45 AM	1	1	1	0	1	0	1	1
11:00 AM	0	0	0	0	1	0	0	0
11:15 AM	1	1	0	0	2	0	0	0
11:30 AM	1	0	0	0	1	0	0	0
11:45 AM	1	2	1	1	1	0	1	2
12:00 PM	6	2	2	0	0	1	0	2
12:15 PM	2	4	0	0	2	0	0	1
12:30 PM	1	1	0	0	1	0	3	0
12:45 PM	1	2	1	0	0	0	1	0
01:00 PM	1	3	0	0	0	2	2	0
01:15 PM	2	5	0	2	1	0	0	2

Start Time	Driveway		Tasman Dr		Lick Mill Blvd		Tasman Dr	
	SOUTHBOUND		WESTBOUND		NORTHBOUND		EASTBOUND	
	CCW	CW	CCW	CW	CCW	CW	CCW	CW
01:30 PM	2	0	0	0	0	0	0	4
01:45 PM	1	1	0	0	1	2	2	0
02:00 PM	0	0	1	0	0	2	0	0
02:15 PM	0	2	0	0	0	1	0	1
02:30 PM	1	1	0	0	1	1	0	0
02:45 PM	1	4	3	0	0	1	1	1
03:00 PM	2	2	0	0	0	0	2	0
03:15 PM	1	1	1	0	1	1	0	1
03:30 PM	0	0	0	0	0	3	2	0
03:45 PM	0	1	0	0	0	1	2	0
04:00 PM	0	1	0	0	2	0	0	0
04:15 PM	4	2	1	1	0	1	2	0
04:30 PM	0	1	0	0	1	3	3	0
04:45 PM	3	1	0	0	0	0	0	0
05:00 PM	1	2	0	0	3	0	1	1
05:15 PM	2	3	0	0	1	2	0	2
05:30 PM	1	4	0	0	0	5	0	2
05:45 PM	1	2	0	0	1	3	0	0
06:00 PM	1	3	0	0	2	1	1	0
06:15 PM	0	3	1	1	1	0	2	0
06:30 PM	2	1	0	0	2	0	1	1
06:45 PM	1	2	0	0	1	1	1	2
07:00 PM	2	2	0	0	3	2	2	1
07:15 PM	2	3	0	0	0	0	1	1
07:30 PM	0	0	0	0	0	0	0	0
07:45 PM	2	2	0	0	4	0	1	1
08:00 PM	1	2	0	0	0	0	1	1
08:15 PM	0	1	0	0	4	1	0	1
08:30 PM	4	0	0	0	0	2	2	0
08:45 PM	1	2	0	0	0	5	0	0
09:00 PM	0	0	0	0	0	0	0	0
09:15 PM	1	1	0	0	1	0	2	0
09:30 PM	0	0	0	0	0	1	1	0
09:45 PM	1	0	0	0	0	0	0	0

C. Pedestrian Counts

Site Name: Agnew Road / Lafayette Street

Site Code: 2 **Start Date:** 6/4/2019

Start Time	Lafayette St		Agnew Rd		Lafayette St		Agnew Rd	
	SOUTHBOUND		WESTBOUND		NORTHBOUND		EASTBOUND	
	CCW	CW	CCW	CW	CCW	CW	CCW	CW
05:00 AM	0	0	0	0	0	0	0	0
05:15 AM	0	0	0	0	0	0	0	0
05:30 AM	0	0	0	0	1	0	0	0
05:45 AM	0	0	0	0	0	0	0	0
06:00 AM	0	0	0	1	0	1	0	0
06:15 AM	0	0	1	2	0	0	0	0
06:30 AM	1	0	1	0	0	2	0	0
06:45 AM	0	0	0	0	0	1	0	0
07:00 AM	0	2	0	0	0	1	0	0
07:15 AM	2	0	0	0	1	0	0	0
07:30 AM	0	1	0	2	0	1	0	0
07:45 AM	2	3	0	0	1	3	0	0
08:00 AM	0	0	0	0	1	0	0	0
08:15 AM	1	1	0	0	0	0	0	0
08:30 AM	3	1	0	0	0	3	0	0
08:45 AM	1	0	0	0	1	2	0	0
09:00 AM	3	1	1	1	1	1	0	0
09:15 AM	2	2	0	0	0	0	0	0
09:30 AM	2	0	2	0	0	0	0	0
09:45 AM	1	0	0	1	0	1	0	0
10:00 AM	5	3	0	1	0	1	0	0
10:15 AM	3	0	1	0	0	0	0	0
10:30 AM	1	1	1	0	0	0	0	0
10:45 AM	1	2	0	1	1	0	0	1
11:00 AM	2	2	0	0	0	0	0	0
11:15 AM	1	1	0	0	0	0	0	0
11:30 AM	0	0	0	0	0	0	0	0
11:45 AM	0	2	1	2	0	2	0	0
12:00 PM	1	1	0	0	4	0	0	0
12:15 PM	2	2	0	0	2	0	0	0
12:30 PM	0	2	0	0	0	0	0	1
12:45 PM	0	1	1	2	7	1	0	0
01:00 PM	1	0	0	0	0	3	0	0
01:15 PM	6	1	0	0	3	3	0	0

Start Time	Lafayette St		Agnew Rd		Lafayette St		Agnew Rd	
	SOUTHBOUND		WESTBOUND		NORTHBOUND		EASTBOUND	
	CCW	CW	CCW	CW	CCW	CW	CCW	CW
01:30 PM	3	1	0	0	1	1	0	0
01:45 PM	0	0	0	1	0	2	0	0
02:00 PM	0	1	0	0	1	0	0	0
02:15 PM	0	0	1	0	0	0	0	0
02:30 PM	0	0	0	0	0	0	0	0
02:45 PM	0	3	0	0	0	0	0	0
03:00 PM	1	0	0	0	0	0	0	0
03:15 PM	2	2	0	0	0	0	0	0
03:30 PM	0	1	1	0	3	1	0	0
03:45 PM	2	2	0	0	0	1	0	0
04:00 PM	1	0	0	1	0	2	0	0
04:15 PM	3	0	0	0	2	1	0	0
04:30 PM	0	1	0	0	0	0	0	0
04:45 PM	0	3	1	0	1	0	0	0
05:00 PM	4	0	0	0	0	0	0	0
05:15 PM	3	8	0	0	2	0	0	0
05:30 PM	0	5	3	0	2	1	0	0
05:45 PM	0	1	2	0	1	0	0	0
06:00 PM	3	0	0	0	4	0	0	0
06:15 PM	1	4	0	0	3	0	0	0
06:30 PM	0	1	2	0	0	2	0	0
06:45 PM	9	3	0	0	1	1	0	0
07:00 PM	1	2	0	0	1	2	0	0
07:15 PM	2	4	0	0	0	0	0	0
07:30 PM	3	2	0	0	0	0	0	0
07:45 PM	1	0	0	0	1	0	0	0
08:00 PM	3	2	0	0	2	1	0	0
08:15 PM	3	2	0	0	0	0	0	0
08:30 PM	1	3	0	0	0	1	0	0
08:45 PM	0	2	0	0	0	0	0	0
09:00 PM	3	0	1	0	0	0	0	0
09:15 PM	3	1	1	1	1	1	0	0
09:30 PM	1	0	0	0	0	2	0	0
09:45 PM	0	3	1	0	0	2	0	0

C. Pedestrian Counts

Site Name: Scott Boulevard / Monroe Street
Site Code: 3 **Start Date:** 6/4/2019

Start Time	Scott Blvd		Monroe St		Scott Blvd		Monroe St	
	SOUTHBOUND		WESTBOUND		NORTHBOUND		EASTBOUND	
	CCW	CW	CCW	CW	CCW	CW	CCW	CW
05:00 AM	0	1	0	1	1	0	0	0
05:15 AM	0	0	0	0	0	0	0	0
05:30 AM	0	2	0	1	0	0	0	0
05:45 AM	0	1	0	1	0	0	0	0
06:00 AM	1	0	0	0	1	0	2	0
06:15 AM	1	0	1	0	0	0	0	0
06:30 AM	0	3	1	0	2	0	1	1
06:45 AM	0	3	2	3	1	0	2	1
07:00 AM	4	2	4	2	0	3	1	1
07:15 AM	6	2	4	0	3	2	2	1
07:30 AM	4	3	2	6	1	1	4	0
07:45 AM	3	6	3	5	4	5	3	0
08:00 AM	1	3	4	12	1	1	0	1
08:15 AM	0	2	2	14	3	7	4	2
08:30 AM	1	0	6	1	1	5	1	0
08:45 AM	1	0	7	3	2	2	1	3
09:00 AM	0	0	2	2	1	2	0	1
09:15 AM	1	2	0	2	0	1	0	2
09:30 AM	0	2	2	0	0	2	1	1
09:45 AM	2	1	0	3	2	2	1	2
10:00 AM	2	0	5	0	1	0	0	1
10:15 AM	3	0	3	2	4	1	0	0
10:30 AM	0	1	1	3	1	1	1	1
10:45 AM	0	0	3	1	0	0	0	0
11:00 AM	0	1	0	1	1	1	0	1
11:15 AM	0	1	2	1	3	0	0	0
11:30 AM	2	1	1	1	0	0	0	1
11:45 AM	0	0	1	1	0	0	0	0
12:00 PM	0	0	0	0	0	1	1	0
12:15 PM	1	1	1	2	0	0	2	1
12:30 PM	1	0	3	2	1	2	1	0
12:45 PM	1	1	3	2	0	1	0	0
01:00 PM	1	1	5	5	0	2	0	0
01:15 PM	0	1	4	9	0	4	1	0

Start Time	Scott Blvd		Monroe St		Scott Blvd		Monroe St	
	SOUTHBOUND		WESTBOUND		NORTHBOUND		EASTBOUND	
	CCW	CW	CCW	CW	CCW	CW	CCW	CW
01:30 PM	0	2	9	6	0	3	1	0
01:45 PM	3	5	21	5	10	0	0	1
02:00 PM	2	0	6	1	1	2	3	1
02:15 PM	2	0	1	3	1	2	0	1
02:30 PM	1	0	1	1	2	0	1	0
02:45 PM	0	1	2	3	1	0	0	0
03:00 PM	0	1	2	1	0	4	0	0
03:15 PM	3	0	5	1	2	4	1	0
03:30 PM	2	0	5	6	0	4	2	0
03:45 PM	0	0	4	2	0	0	0	2
04:00 PM	1	0	2	1	1	5	1	1
04:15 PM	2	0	5	1	0	4	0	0
04:30 PM	2	2	4	1	2	1	2	0
04:45 PM	3	1	0	0	1	2	2	1
05:00 PM	1	0	4	1	1	1	0	0
05:15 PM	2	1	0	3	4	2	1	1
05:30 PM	1	0	6	2	0	0	2	0
05:45 PM	3	1	1	1	1	1	1	2
06:00 PM	5	0	2	0	1	3	1	0
06:15 PM	1	0	1	1	3	3	0	0
06:30 PM	3	1	6	2	1	2	2	0
06:45 PM	5	4	4	4	3	0	3	1
07:00 PM	1	0	1	0	2	1	1	0
07:15 PM	2	2	2	6	1	2	0	2
07:30 PM	3	0	4	2	3	5	1	0
07:45 PM	3	3	1	4	1	3	3	1
08:00 PM	1	3	2	3	3	0	0	1
08:15 PM	2	0	2	0	0	4	0	0
08:30 PM	1	3	0	2	5	2	4	1
08:45 PM	4	0	6	1	1	0	0	0
09:00 PM	3	1	4	2	1	0	0	0
09:15 PM	0	5	2	2	5	5	0	0
09:30 PM	2	0	1	0	1	1	1	0
09:45 PM	0	1	1	1	1	1	0	4

C. Pedestrian Counts

Site Name: El Camino Real / Flora Vista Avenue

Site Code: 4

Start Date: 6/4/2019

Start Time	Flora Vista Ave		El Camino Real		Flora Vista Ave		El Camino Real	
	SOUTHBOUND		WESTBOUND		NORTHBOUND		EASTBOUND	
	CCW	CW	CCW	CW	CCW	CW	CCW	CW
05:00 AM	0	0	0	0	0	0	0	0
05:15 AM	0	0	0	0	0	0	0	0
05:30 AM	0	0	0	1	1	2	0	1
05:45 AM	2	4	0	4	1	0	0	0
06:00 AM	0	0	0	0	0	0	0	0
06:15 AM	1	1	0	1	1	0	1	0
06:30 AM	1	0	0	1	0	0	0	1
06:45 AM	2	0	3	1	2	1	0	3
07:00 AM	0	0	0	0	1	1	1	3
07:15 AM	1	0	0	2	0	0	0	0
07:30 AM	0	1	0	0	1	3	0	5
07:45 AM	0	1	0	0	0	2	2	1
08:00 AM	2	0	1	2	1	2	1	3
08:15 AM	5	0	3	0	2	0	1	7
08:30 AM	0	1	1	0	3	1	0	2
08:45 AM	5	7	5	1	0	2	0	8
09:00 AM	2	1	1	1	1	1	1	7
09:15 AM	5	1	1	0	2	0	4	3
09:30 AM	0	0	2	2	2	2	1	1
09:45 AM	5	4	4	7	2	0	0	3
10:00 AM	0	0	0	0	0	1	2	5
10:15 AM	2	0	4	1	1	0	2	0
10:30 AM	1	1	1	4	5	1	6	4
10:45 AM	0	2	2	1	0	2	1	0
11:00 AM	1	0	1	0	4	3	0	1
11:15 AM	3	4	0	0	0	0	5	4
11:30 AM	5	1	5	1	2	0	2	1
11:45 AM	3	1	6	5	1	1	2	1
12:00 PM	0	0	2	1	3	0	0	0
12:15 PM	3	2	2	4	8	0	6	0
12:30 PM	1	0	1	1	2	3	3	1
12:45 PM	1	0	1	3	1	0	1	0
01:00 PM	0	1	3	3	2	1	0	1
01:15 PM	1	1	0	2	3	0	1	0

Start Time	Flora Vista Ave		El Camino Real		Flora Vista Ave		El Camino Real	
	SOUTHBOUND		WESTBOUND		NORTHBOUND		EASTBOUND	
	CCW	CW	CCW	CW	CCW	CW	CCW	CW
01:30 PM	0	0	0	2	0	0	2	0
01:45 PM	0	0	0	3	0	2	0	0
02:00 PM	1	0	2	1	0	0	0	1
02:15 PM	3	3	4	6	1	0	1	0
02:30 PM	3	1	2	2	1	1	1	2
02:45 PM	1	0	2	1	0	0	0	0
03:00 PM	0	4	7	6	1	3	1	0
03:15 PM	0	1	2	4	3	0	2	0
03:30 PM	1	0	0	1	1	2	1	0
03:45 PM	1	2	3	1	2	1	0	1
04:00 PM	2	4	1	0	1	0	0	1
04:15 PM	2	1	4	2	7	0	0	3
04:30 PM	0	1	0	1	3	0	2	2
04:45 PM	1	3	0	3	1	0	2	5
05:00 PM	0	0	1	1	4	0	6	0
05:15 PM	1	1	2	0	7	2	2	1
05:30 PM	6	1	3	2	1	1	3	0
05:45 PM	0	4	1	2	3	0	0	1
06:00 PM	2	5	1	2	0	3	4	1
06:15 PM	7	1	10	1	1	0	4	1
06:30 PM	1	2	2	0	1	2	2	2
06:45 PM	1	6	2	6	3	3	2	5
07:00 PM	3	3	3	5	4	1	4	1
07:15 PM	2	3	2	5	2	2	0	0
07:30 PM	2	1	6	5	5	4	1	2
07:45 PM	2	1	9	2	2	5	4	0
08:00 PM	1	2	1	4	4	2	3	0
08:15 PM	2	3	4	2	0	2	4	3
08:30 PM	5	0	1	1	1	1	2	3
08:45 PM	0	2	6	3	0	4	0	2
09:00 PM	3	5	0	10	0	0	5	2
09:15 PM	7	1	8	0	0	1	0	1
09:30 PM	1	0	1	3	2	1	3	0
09:45 PM	6	0	4	6	2	0	3	1

C. Pedestrian Counts

Site Name: El Camino Real / Palm Drive

Site Code: 5

Start Date: 6/4/2019

Start Time	El Camino Real		Railroad Ave		El Camino Real		Palm Dr	
	SOUTHBOUND		WESTBOUND		NORTHBOUND		EASTBOUND	
	CCW	CW	CCW	CW	CCW	CW	CCW	CW
05:00 AM	0	0	0	5	0	0	0	0
05:15 AM	0	0	0	0	0	0	0	0
05:30 AM	1	1	3	5	0	1	1	0
05:45 AM	0	2	2	2	1	0	1	1
06:00 AM	0	0	1	3	1	0	3	0
06:15 AM	3	1	0	3	1	2	3	0
06:30 AM	1	3	2	4	0	3	2	0
06:45 AM	2	3	4	2	2	4	2	1
07:00 AM	2	3	0	2	3	2	0	1
07:15 AM	5	2	2	1	4	8	2	1
07:30 AM	3	0	1	4	4	8	2	1
07:45 AM	9	3	1	1	3	10	1	3
08:00 AM	11	3	2	4	5	15	4	1
08:15 AM	1	3	5	3	4	12	3	5
08:30 AM	6	3	3	5	2	9	1	1
08:45 AM	11	1	2	1	4	8	3	0
09:00 AM	7	5	4	2	10	8	1	3
09:15 AM	9	1	3	5	11	8	3	2
09:30 AM	5	0	4	4	8	21	4	2
09:45 AM	0	2	5	3	6	9	3	0
10:00 AM	20	4	2	1	7	17	1	3
10:15 AM	1	0	1	0	14	11	2	3
10:30 AM	4	3	3	7	3	8	0	4
10:45 AM	1	5	2	0	7	9	3	2
11:00 AM	1	2	2	3	13	6	5	4
11:15 AM	7	2	1	3	8	6	1	0
11:30 AM	2	5	0	4	11	6	2	1
11:45 AM	2	2	3	1	15	8	3	1
12:00 PM	1	6	1	4	8	15	0	5
12:15 PM	1	4	10	5	19	11	6	2
12:30 PM	4	5	1	3	9	14	3	4
12:45 PM	2	4	2	1	12	19	0	4
01:00 PM	0	6	5	0	13	13	3	0
01:15 PM	2	1	1	0	7	7	1	3

Start Time	El Camino Real		Railroad Ave		El Camino Real		Palm Dr	
	SOUTHBOUND		WESTBOUND		NORTHBOUND		EASTBOUND	
	CCW	CW	CCW	CW	CCW	CW	CCW	CW
01:30 PM	4	6	3	7	7	15	2	1
01:45 PM	1	2	1	3	17	7	1	0
02:00 PM	0	2	0	0	11	6	1	2
02:15 PM	0	4	2	0	3	7	1	3
02:30 PM	3	4	1	8	3	10	0	1
02:45 PM	1	0	3	3	3	7	2	2
03:00 PM	1	10	4	6	4	6	0	0
03:15 PM	4	3	4	3	6	3	4	0
03:30 PM	5	3	0	1	4	5	0	0
03:45 PM	1	1	0	2	1	2	1	0
04:00 PM	4	6	0	0	15	4	0	0
04:15 PM	3	13	2	4	11	16	0	4
04:30 PM	4	6	0	2	3	13	0	0
04:45 PM	7	5	1	5	4	8	1	1
05:00 PM	6	7	3	1	18	8	1	4
05:15 PM	1	7	0	0	12	8	3	3
05:30 PM	11	12	3	4	5	7	7	3
05:45 PM	7	6	1	1	7	9	3	3
06:00 PM	1	6	4	3	2	4	2	2
06:15 PM	6	2	0	4	1	3	1	2
06:30 PM	5	3	1	0	6	0	3	2
06:45 PM	3	4	2	2	10	1	1	0
07:00 PM	5	5	0	0	2	0	3	2
07:15 PM	3	3	0	0	5	2	1	3
07:30 PM	1	5	0	1	7	0	4	1
07:45 PM	0	3	1	0	2	2	2	3
08:00 PM	0	0	1	0	0	0	2	5
08:15 PM	3	1	1	1	1	0	1	5
08:30 PM	0	3	2	2	0	2	2	0
08:45 PM	1	4	0	1	6	0	4	2
09:00 PM	4	0	1	0	0	0	2	0
09:15 PM	2	8	0	1	0	0	2	0
09:30 PM	0	2	0	1	1	0	0	0
09:45 PM	0	0	0	0	0	3	1	0

C. Pedestrian Counts

Site Name: Homestead Road / Kiely Boulevard

Site Code: 6

Start Date: 6/4/2019

Start Time	Kiely Blvd		Homestead Rd		Kiely Blvd		Homestead Rd	
	SOUTHBOUND		WESTBOUND		NORTHBOUND		EASTBOUND	
	CCW	CW	CCW	CW	CCW	CW	CCW	CW
05:00 AM	0	0	0	0	0	0	0	0
05:15 AM	0	0	0	0	0	0	0	0
05:30 AM	0	0	0	1	0	0	0	0
05:45 AM	0	1	1	0	0	0	0	2
06:00 AM	0	1	0	1	1	0	1	0
06:15 AM	0	0	0	1	0	0	2	2
06:30 AM	0	1	2	0	3	1	1	2
06:45 AM	0	1	1	2	1	0	2	0
07:00 AM	2	2	0	0	1	2	4	0
07:15 AM	1	2	4	0	2	0	1	3
07:30 AM	1	1	1	2	0	1	0	5
07:45 AM	1	2	2	5	1	1	0	2
08:00 AM	1	0	1	3	2	0	1	1
08:15 AM	2	2	4	2	2	3	0	0
08:30 AM	1	1	0	5	1	3	1	2
08:45 AM	1	1	4	2	5	0	3	4
09:00 AM	2	3	1	6	2	3	0	3
09:15 AM	2	3	0	2	4	1	0	0
09:30 AM	4	3	4	6	2	1	4	0
09:45 AM	0	5	5	6	4	0	4	2
10:00 AM	2	1	2	2	6	2	3	1
10:15 AM	0	1	6	6	4	3	1	0
10:30 AM	1	1	11	6	1	3	1	1
10:45 AM	1	2	5	1	2	1	2	2
11:00 AM	3	0	5	4	12	1	2	2
11:15 AM	2	2	2	2	6	1	3	1
11:30 AM	2	3	1	3	1	1	1	1
11:45 AM	2	1	5	2	1	3	0	0
12:00 PM	6	4	2	9	1	1	0	0
12:15 PM	0	4	12	7	2	1	3	1
12:30 PM	1	0	3	4	1	3	1	1
12:45 PM	1	6	3	7	3	3	12	1
01:00 PM	0	2	4	16	4	2	2	1
01:15 PM	2	3	4	6	1	3	0	2

Start Time	Kiely Blvd		Homestead Rd		Kiely Blvd		Homestead Rd	
	SOUTHBOUND		WESTBOUND		NORTHBOUND		EASTBOUND	
	CCW	CW	CCW	CW	CCW	CW	CCW	CW
01:30 PM	3	1	1	3	0	0	2	3
01:45 PM	1	2	5	4	4	3	4	3
02:00 PM	0	1	5	1	4	0	2	4
02:15 PM	6	3	3	1	1	3	0	0
02:30 PM	1	1	1	1	1	4	3	5
02:45 PM	3	5	3	3	3	1	5	2
03:00 PM	1	1	5	2	5	1	2	2
03:15 PM	1	0	3	4	2	2	1	4
03:30 PM	6	1	6	0	5	4	2	1
03:45 PM	0	1	1	6	3	2	4	0
04:00 PM	7	2	7	4	0	2	1	4
04:15 PM	4	1	5	1	0	1	6	0
04:30 PM	3	9	0	3	1	4	1	6
04:45 PM	1	3	1	2	3	2	3	0
05:00 PM	0	0	2	0	3	4	2	3
05:15 PM	4	3	7	3	1	3	0	3
05:30 PM	2	3	1	1	1	1	1	3
05:45 PM	1	2	2	4	2	0	0	3
06:00 PM	1	3	0	4	3	0	1	5
06:15 PM	3	3	3	6	3	5	4	4
06:30 PM	5	1	1	0	5	2	0	1
06:45 PM	1	2	7	7	2	7	2	2
07:00 PM	0	0	6	13	2	5	0	1
07:15 PM	0	0	6	1	3	6	0	2
07:30 PM	0	0	3	7	1	3	1	7
07:45 PM	0	0	5	7	4	2	3	2
08:00 PM	2	3	11	6	2	3	4	1
08:15 PM	6	0	12	6	3	3	3	1
08:30 PM	6	2	11	6	4	2	3	3
08:45 PM	4	1	5	2	1	1	1	1
09:00 PM	5	2	4	5	0	0	0	0
09:15 PM	0	3	4	11	1	5	3	2
09:30 PM	1	3	0	3	2	3	1	1
09:45 PM	3	1	4	1	0	2	2	1

C. Pedestrian Counts

Site Name: Homestead Road / Scott Boulevard

Site Code: 7

Start Date: 6/4/2019

Start Time	Scott Blvd		Homestead Rd		Scott Blvd		Homestead Rd	
	SOUTHBOUND		WESTBOUND		NORTHBOUND		EASTBOUND	
	CCW	CW	CCW	CW	CCW	CW	CCW	CW
05:00 AM	0	0	0	0	0	0	0	0
05:15 AM	0	0	0	0	0	0	0	0
05:30 AM	0	0	0	0	0	0	1	0
05:45 AM	0	1	0	0	0	0	0	0
06:00 AM	1	0	2	1	0	0	0	0
06:15 AM	0	0	4	1	0	0	0	0
06:30 AM	0	0	1	2	0	0	0	0
06:45 AM	0	2	0	0	0	0	0	2
07:00 AM	0	0	1	1	0	0	1	0
07:15 AM	0	2	1	0	0	1	1	0
07:30 AM	1	0	0	1	1	0	0	0
07:45 AM	0	0	0	0	0	2	1	4
08:00 AM	0	0	3	1	1	0	0	1
08:15 AM	0	0	2	2	1	0	0	1
08:30 AM	0	0	1	1	1	0	0	1
08:45 AM	0	0	2	2	2	2	0	0
09:00 AM	0	0	0	0	1	0	0	0
09:15 AM	0	0	1	1	0	0	0	0
09:30 AM	3	1	1	3	0	0	1	0
09:45 AM	1	0	1	0	1	0	0	2
10:00 AM	1	0	0	0	0	0	1	0
10:15 AM	0	0	0	0	1	1	0	0
10:30 AM	0	0	0	0	0	0	1	1
10:45 AM	0	0	0	1	1	0	0	0
11:00 AM	0	0	0	0	0	0	0	2
11:15 AM	1	0	2	0	0	0	0	0
11:30 AM	0	0	1	0	0	1	0	0
11:45 AM	0	0	0	0	0	0	0	1
12:00 PM	1	0	2	0	0	1	1	0
12:15 PM	1	0	0	1	0	0	0	0
12:30 PM	0	0	0	1	0	0	1	0
12:45 PM	0	0	0	0	0	0	0	2
01:00 PM	0	1	1	5	1	0	6	0
01:15 PM	1	1	2	1	0	0	0	0

Start Time	Scott Blvd		Homestead Rd		Scott Blvd		Homestead Rd	
	SOUTHBOUND		WESTBOUND		NORTHBOUND		EASTBOUND	
	CCW	CW	CCW	CW	CCW	CW	CCW	CW
01:30 PM	0	1	0	1	0	0	0	0
01:45 PM	2	2	0	0	0	1	0	0
02:00 PM	0	1	0	0	2	0	0	1
02:15 PM	0	0	5	0	4	0	1	0
02:30 PM	1	0	0	4	0	0	0	0
02:45 PM	0	0	0	0	0	0	0	0
03:00 PM	1	1	0	0	0	1	0	0
03:15 PM	0	0	0	0	0	0	0	1
03:30 PM	0	0	0	0	0	0	0	0
03:45 PM	2	0	0	0	0	0	0	1
04:00 PM	0	1	0	0	0	0	0	1
04:15 PM	0	0	0	0	1	0	2	0
04:30 PM	0	0	0	0	1	1	4	1
04:45 PM	1	1	0	1	0	0	2	1
05:00 PM	1	3	0	0	0	0	1	0
05:15 PM	2	0	0	0	0	0	2	1
05:30 PM	0	0	0	0	0	0	1	2
05:45 PM	0	1	0	0	1	3	1	1
06:00 PM	1	2	0	1	0	1	0	2
06:15 PM	1	1	0	0	0	2	1	2
06:30 PM	0	0	0	0	0	2	0	6
06:45 PM	1	1	3	1	3	1	1	0
07:00 PM	1	1	0	0	1	0	3	2
07:15 PM	0	0	1	1	0	0	2	0
07:30 PM	2	0	0	1	0	2	2	1
07:45 PM	0	0	0	0	1	1	4	0
08:00 PM	0	3	0	1	1	0	1	0
08:15 PM	3	2	0	2	0	1	0	2
08:30 PM	1	0	1	0	0	0	2	2
08:45 PM	1	1	0	0	3	0	0	2
09:00 PM	2	0	0	2	0	0	1	0
09:15 PM	1	0	0	0	0	1	0	0
09:30 PM	0	0	0	0	0	0	3	0
09:45 PM	0	1	0	0	0	0	0	0

C. Pedestrian Counts

Study Name: El Camino Real Midblock
Site Code: 8 **Start Date:** 6/11/2019

Start Time	WESTBOUND		EASTBOUND	
	Peds	Bicycles	Peds	Bicycles
05:00 AM	0	0	0	0
05:15 AM	0	1	0	0
05:30 AM	0	0	1	0
05:45 AM	1	0	0	0
06:00 AM	1	0	0	0
06:15 AM	5	0	2	0
06:30 AM	2	0	0	0
06:45 AM	2	1	1	1
07:00 AM	0	1	0	1
07:15 AM	0	0	1	0
07:30 AM	0	2	0	0
07:45 AM	3	0	2	0
08:00 AM	3	1	2	0
08:15 AM	1	0	1	2
08:30 AM	1	0	0	1
08:45 AM	2	0	6	0
09:00 AM	2	2	3	2
09:15 AM	5	0	2	2
09:30 AM	3	1	2	0
09:45 AM	3	0	2	0
10:00 AM	5	1	0	0
10:15 AM	2	0	1	1
10:30 AM	2	0	3	2
10:45 AM	4	0	4	0
11:00 AM	1	0	2	0
11:15 AM	4	0	1	0
11:30 AM	0	0	0	1
11:45 AM	3	0	1	1
12:00 PM	1	0	1	1
12:15 PM	0	0	2	0
12:30 PM	1	0	1	2
12:45 PM	2	2	3	0
01:00 PM	1	0	0	0
01:15 PM	0	0	1	1

Start Time	WESTBOUND		EASTBOUND	
	Peds	Bicycles	Peds	Bicycles
01:30 PM	1	0	3	1
01:45 PM	0	1	0	0
02:00 PM	3	0	2	0
02:15 PM	0	0	2	0
02:30 PM	0	0	0	0
02:45 PM	3	0	0	1
03:00 PM	1	0	5	2
03:15 PM	1	1	1	3
03:30 PM	1	0	0	0
03:45 PM	5	0	1	0
04:00 PM	1	0	0	0
04:15 PM	1	0	0	1
04:30 PM	3	1	0	0
04:45 PM	3	0	2	1
05:00 PM	1	0	3	1
05:15 PM	1	0	1	1
05:30 PM	2	0	1	1
05:45 PM	1	0	5	2
06:00 PM	1	0	1	2
06:15 PM	2	1	2	2
06:30 PM	5	1	4	2
06:45 PM	4	3	2	0
07:00 PM	1	0	7	0
07:15 PM	4	1	9	2
07:30 PM	5	0	7	0
07:45 PM	2	0	8	4
08:00 PM	3	1	4	5
08:15 PM	4	1	4	0
08:30 PM	6	0	5	2
08:45 PM	6	0	5	0
09:00 PM	5	1	12	1
09:15 PM	1	2	3	0
09:30 PM	5	2	3	2
09:45 PM	5	0	2	0

C. Pedestrian Counts

Study Name: Homestead Road Midblock
Site Code: 9 **Start Date:** 6/4/2019

Start Time	WESTBOUND		EASTBOUND	
	Peds	Bicycles	Peds	Bicycles
05:00 AM	0	0	0	0
05:15 AM	0	0	0	0
05:30 AM	0	0	1	0
05:45 AM	1	1	0	0
06:00 AM	0	0	1	0
06:15 AM	1	0	3	0
06:30 AM	3	0	0	0
06:45 AM	2	1	4	0
07:00 AM	1	1	1	0
07:15 AM	0	0	1	0
07:30 AM	2	1	5	0
07:45 AM	2	2	2	3
08:00 AM	1	0	3	3
08:15 AM	3	0	7	3
08:30 AM	6	3	2	0
08:45 AM	0	4	1	4
09:00 AM	1	2	3	0
09:15 AM	3	0	1	1
09:30 AM	3	0	3	0
09:45 AM	3	0	10	0
10:00 AM	7	0	1	1
10:15 AM	5	0	12	4
10:30 AM	0	0	1	2
10:45 AM	2	1	1	3
11:00 AM	4	0	5	0
11:15 AM	3	0	2	1
11:30 AM	5	3	3	0
11:45 AM	17	0	3	2
12:00 PM	11	1	3	0
12:15 PM	18	1	7	1
12:30 PM	1	1	12	1
12:45 PM	5	0	11	0
01:00 PM	6	0	6	0
01:15 PM	7	0	10	0

Start Time	WESTBOUND		EASTBOUND	
	Peds	Bicycles	Peds	Bicycles
01:30 PM	5	0	9	0
01:45 PM	13	1	5	0
02:00 PM	8	1	6	0
02:15 PM	12	0	8	1
02:30 PM	7	1	7	0
02:45 PM	10	1	4	0
03:00 PM	3	0	6	3
03:15 PM	4	0	7	2
03:30 PM	4	1	4	1
03:45 PM	6	1	5	2
04:00 PM	6	0	1	0
04:15 PM	4	2	7	7
04:30 PM	5	1	4	3
04:45 PM	5	0	3	1
05:00 PM	6	1	6	4
05:15 PM	10	3	2	2
05:30 PM	7	3	4	2
05:45 PM	4	0	5	3
06:00 PM	3	0	3	1
06:15 PM	2	1	4	5
06:30 PM	5	2	3	3
06:45 PM	2	3	5	1
07:00 PM	14	2	14	0
07:15 PM	8	1	11	1
07:30 PM	7	1	7	1
07:45 PM	2	0	9	1
08:00 PM	9	0	5	3
08:15 PM	11	0	3	3
08:30 PM	3	1	7	0
08:45 PM	5	0	6	3
09:00 PM	1	0	4	1
09:15 PM	1	2	4	2
09:30 PM	2	0	4	0
09:45 PM	2	0	2	0

C. Pedestrian Counts

Study Name: San Tomas Aquino Trail A (North of Agnew Road)

Site Code: 10 **Start Date:** 6/4/2019

Start Time	SOUTHBOUND		NORTHBOUND	
	Peds	Bicycles	Peds	Bicycles
05:00 AM	0	0	0	0
05:15 AM	0	0	0	0
05:30 AM	0	0	0	1
05:45 AM	2	1	2	2
06:00 AM	2	0	4	0
06:15 AM	2	1	4	0
06:30 AM	10	1	2	3
06:45 AM	1	1	3	2
07:00 AM	4	2	3	11
07:15 AM	7	10	5	6
07:30 AM	2	6	1	12
07:45 AM	7	6	4	13
08:00 AM	5	4	1	13
08:15 AM	2	3	1	11
08:30 AM	1	16	1	20
08:45 AM	3	7	1	17
09:00 AM	2	15	2	9
09:15 AM	4	14	1	19
09:30 AM	4	2	2	8
09:45 AM	1	7	1	1
10:00 AM	2	9	3	8
10:15 AM	3	2	2	3
10:30 AM	3	3	2	3
10:45 AM	1	1	2	8
11:00 AM	6	0	5	1
11:15 AM	2	4	5	3
11:30 AM	1	2	5	6
11:45 AM	5	1	5	2
12:00 PM	1	4	9	0
12:15 PM	8	1	24	0
12:30 PM	13	2	17	2
12:45 PM	34	2	15	3
01:00 PM	9	3	8	2
01:15 PM	10	2	5	0

Start Time	SOUTHBOUND		NORTHBOUND	
	Peds	Bicycles	Peds	Bicycles
01:30 PM	11	3	6	0
01:45 PM	4	1	2	1
02:00 PM	2	2	7	1
02:15 PM	4	1	7	1
02:30 PM	4	1	1	3
02:45 PM	6	2	1	3
03:00 PM	0	2	0	5
03:15 PM	1	4	2	4
03:30 PM	3	3	0	7
03:45 PM	4	2	7	2
04:00 PM	2	7	3	5
04:15 PM	1	9	1	11
04:30 PM	3	12	3	6
04:45 PM	4	6	5	6
05:00 PM	5	11	2	6
05:15 PM	2	14	5	13
05:30 PM	4	22	6	9
05:45 PM	4	13	13	13
06:00 PM	6	12	5	8
06:15 PM	12	18	7	7
06:30 PM	5	16	6	8
06:45 PM	2	11	4	3
07:00 PM	3	7	5	12
07:15 PM	6	9	8	5
07:30 PM	3	11	9	5
07:45 PM	7	6	5	3
08:00 PM	1	2	8	0
08:15 PM	6	8	3	3
08:30 PM	11	1	2	0
08:45 PM	2	0	1	0
09:00 PM	13	0	11	0
09:15 PM	3	0	3	0
09:30 PM	0	1	0	0
09:45 PM	0	0	0	0

C. Pedestrian Counts

Study Name: San Tomas Aquino Trail A (South of Agnew Road)

Site Code: 10

Start Date: 6/11/2019

Start Time	SOUTHBOUND		NORTHBOUND	
	Peds	Bicycles	Peds	Bicycles
05:00 AM	0	0	0	0
05:15 AM	0	0	0	0
05:30 AM	1	0	1	0
05:45 AM	0	1	0	2
06:00 AM	1	1	5	2
06:15 AM	5	2	8	5
06:30 AM	8	1	4	9
06:45 AM	6	4	7	7
07:00 AM	2	7	2	11
07:15 AM	7	12	4	15
07:30 AM	3	17	3	14
07:45 AM	3	9	3	13
08:00 AM	4	4	2	11
08:15 AM	6	26	4	12
08:30 AM	5	19	3	23
08:45 AM	3	32	1	14
09:00 AM	1	15	1	11
09:15 AM	5	17	1	10
09:30 AM	4	18	2	7
09:45 AM	3	15	3	5
10:00 AM	3	8	1	4
10:15 AM	0	2	3	10
10:30 AM	4	4	2	1
10:45 AM	0	2	2	2
11:00 AM	1	6	0	2
11:15 AM	0	5	1	0
11:30 AM	2	2	4	6
11:45 AM	2	0	2	1
12:00 PM	1	0	4	0
12:15 PM	8	2	7	1
12:30 PM	7	3	5	0
12:45 PM	7	2	10	1
01:00 PM	10	1	4	4
01:15 PM	2	0	1	5

Start Time	SOUTHBOUND		NORTHBOUND	
	Peds	Bicycles	Peds	Bicycles
01:30 PM	3	1	0	3
01:45 PM	1	1	0	0
02:00 PM	3	1	5	1
02:15 PM	0	3	3	1
02:30 PM	2	2	0	1
02:45 PM	1	1	0	0
03:00 PM	0	0	0	6
03:15 PM	0	4	1	2
03:30 PM	0	3	2	6
03:45 PM	1	2	3	0
04:00 PM	0	2	1	4
04:15 PM	2	10	1	18
04:30 PM	3	5	3	13
04:45 PM	3	7	8	1
05:00 PM	1	10	3	11
05:15 PM	8	13	12	15
05:30 PM	9	14	12	14
05:45 PM	0	12	5	24
06:00 PM	2	10	4	10
06:15 PM	0	19	4	12
06:30 PM	0	7	4	11
06:45 PM	5	8	3	13
07:00 PM	3	6	7	15
07:15 PM	1	9	5	7
07:30 PM	6	6	5	4
07:45 PM	2	9	4	5
08:00 PM	2	6	2	7
08:15 PM	1	6	0	5
08:30 PM	0	4	2	1
08:45 PM	9	3	2	4
09:00 PM	2	5	2	1
09:15 PM	0	1	0	2
09:30 PM	1	1	0	2
09:45 PM	0	2	1	1

C. Pedestrian Counts

Study Name: San Tomas Aquino Trail B (North of Cabrillo Avenue)

Site Code: 11

Start Date: 6/5/2019

Start Time	SOUTHBOUND		NORTHBOUND	
	Peds	Bicycles	Peds	Bicycles
05:00 AM	0	0	2	1
05:15 AM	0	0	0	1
05:30 AM	0	1	0	3
05:45 AM	3	2	2	1
06:00 AM	2	0	2	4
06:15 AM	1	0	1	2
06:30 AM	2	0	2	5
06:45 AM	2	0	4	5
07:00 AM	2	1	0	5
07:15 AM	3	4	1	6
07:30 AM	2	2	1	11
07:45 AM	2	7	2	10
08:00 AM	5	1	3	11
08:15 AM	3	1	5	16
08:30 AM	3	2	2	13
08:45 AM	2	2	1	15
09:00 AM	0	2	1	22
09:15 AM	1	3	3	9
09:30 AM	1	0	1	10
09:45 AM	2	0	0	8
10:00 AM	1	0	1	4
10:15 AM	1	1	1	6
10:30 AM	0	2	5	4
10:45 AM	2	3	0	8
11:00 AM	2	1	6	4
11:15 AM	6	2	0	1
11:30 AM	0	1	0	2
11:45 AM	4	2	0	2
12:00 PM	3	2	3	1
12:15 PM	0	2	1	2
12:30 PM	3	1	2	1
12:45 PM	4	0	3	3
01:00 PM	1	0	6	4
01:15 PM	0	2	2	2

Start Time	SOUTHBOUND		NORTHBOUND	
	Peds	Bicycles	Peds	Bicycles
01:30 PM	0	2	0	2
01:45 PM	0	0	0	1
02:00 PM	2	0	0	3
02:15 PM	0	3	2	2
02:30 PM	0	1	1	0
02:45 PM	1	1	0	2
03:00 PM	1	3	0	0
03:15 PM	1	5	1	1
03:30 PM	0	4	0	3
03:45 PM	0	3	0	0
04:00 PM	1	5	0	1
04:15 PM	0	7	1	2
04:30 PM	0	4	0	3
04:45 PM	0	5	0	1
05:00 PM	0	9	1	2
05:15 PM	3	16	2	1
05:30 PM	0	24	2	0
05:45 PM	4	21	2	4
06:00 PM	1	19	4	1
06:15 PM	2	16	1	3
06:30 PM	0	7	1	0
06:45 PM	5	10	0	1
07:00 PM	3	10	1	0
07:15 PM	6	9	2	2
07:30 PM	1	4	0	2
07:45 PM	2	5	6	2
08:00 PM	5	4	3	1
08:15 PM	2	6	0	3
08:30 PM	2	7	2	2
08:45 PM	2	2	2	1
09:00 PM	4	1	0	1
09:15 PM	3	1	0	0
09:30 PM	1	0	1	1
09:45 PM	0	0	1	0

C. Pedestrian Counts

Study Name: San Tomas Aquino Trail B (South of Cabrillo Avenue)

Site Code: 11

Start Date: 6/13/2019

Start Time	SOUTHBOUND		NORTHBOUND	
	Peds	Bicycles	Peds	Bicycles
05:00 AM	0	0	1	1
05:15 AM	0	0	0	0
05:30 AM	1	0	0	0
05:45 AM	0	0	1	1
06:00 AM	1	0	2	0
06:15 AM	2	1	1	4
06:30 AM	0	1	1	5
06:45 AM	1	0	2	4
07:00 AM	3	0	2	4
07:15 AM	1	0	1	2
07:30 AM	1	0	1	4
07:45 AM	0	2	3	0
08:00 AM	1	5	2	9
08:15 AM	0	3	1	7
08:30 AM	0	1	1	4
08:45 AM	1	0	0	12
09:00 AM	4	3	8	9
09:15 AM	1	3	2	10
09:30 AM	0	1	2	6
09:45 AM	2	2	4	8
10:00 AM	0	2	1	1
10:15 AM	1	2	1	6
10:30 AM	1	0	0	1
10:45 AM	0	4	0	2
11:00 AM	1	1	2	5
11:15 AM	0	1	0	0
11:30 AM	1	0	0	0
11:45 AM	2	2	0	1
12:00 PM	0	3	0	4
12:15 PM	1	2	0	2
12:30 PM	1	0	3	2
12:45 PM	0	2	1	4
01:00 PM	0	1	1	0
01:15 PM	0	0	0	3

Start Time	SOUTHBOUND		NORTHBOUND	
	Peds	Bicycles	Peds	Bicycles
01:30 PM	1	0	0	0
01:45 PM	0	0	2	2
02:00 PM	0	0	0	0
02:15 PM	0	3	0	1
02:30 PM	0	2	0	0
02:45 PM	0	3	0	0
03:00 PM	1	3	0	0
03:15 PM	1	0	0	0
03:30 PM	0	1	0	0
03:45 PM	0	3	0	0
04:00 PM	0	3	1	2
04:15 PM	0	1	0	1
04:30 PM	0	6	0	1
04:45 PM	3	10	0	1
05:00 PM	0	10	2	1
05:15 PM	1	5	0	2
05:30 PM	1	10	1	4
05:45 PM	1	19	1	1
06:00 PM	0	17	1	0
06:15 PM	1	10	0	1
06:30 PM	2	7	1	2
06:45 PM	0	9	1	2
07:00 PM	2	2	1	0
07:15 PM	3	5	0	0
07:30 PM	0	3	1	1
07:45 PM	1	1	1	1
08:00 PM	3	3	3	1
08:15 PM	1	1	0	0
08:30 PM	1	1	0	0
08:45 PM	1	0	0	1
09:00 PM	0	1	0	1
09:15 PM	2	2	1	1
09:30 PM	0	0	0	1
09:45 PM	0	0	0	1

D.

Pedestrian Collisions

D. Pedestrian Collisions

Report #	Date	Time	Location (Primary St)	Location (Secondary St)	Distance (Feet)	Dir.	Type of Collision	Primary Cause	Killed	Injured	At Fault
5974150	1/1/2013	1654	Stevens Creek Bl	Serena Wy	91	W	Vehicle/ Pedestrian	Improper Turning	0	1	Driver
5998502	2/1/2013	2046	El Camino Real	Alpine Av	0		Broadside	Pedestrian Right of Way	0	1	Driver
5998534	2/6/2013	928	Chromite Dr	Noraine Dr	0		Vehicle/ Pedestrian	Pedestrian Right of Way	0	1	Driver
5999576	1/15/2013	1444	Monroe St	Los Padres Bl	0		Sideswipe	Pedestrian Right of Way	0	1	Driver
6014399	3/3/2013	1105	El Camino Real	Bowe Av	30	E	Vehicle/ Pedestrian	Wrong Side of Road	0	1	Bicyclist
6015022	3/13/2013	2124	Lawrence Expwy	El Camino Real	0		Vehicle/ Pedestrian	Pedestrian Right of Way	0	1	Driver
6015030	3/26/2013	1848	Cabrillo Av	Bowers Av	0		Head-On	Pedestrian Right of Way	0	1	Driver
6015034	3/21/2013	1355	Thomas Rd	Russell Av	0		Vehicle/ Pedestrian	Pedestrian Right of Way	0	1	Driver
6026659	3/13/2013	2215	Stevens Creek Bl	Hanson Av	33	W	Vehicle/ Pedestrian	Pedestrian Right of Way	0	1	Driver
6038163	4/5/2013	1616	Monroe St	Scott Bl	90	W	Vehicle/ Pedestrian	Automobile Right of Way	0	2	Driver
6038222	4/16/2013	1738	Homestead Rd	Los Padres Bl	0		Vehicle/ Pedestrian	Automobile Right of Way	0	1	Driver
6038226	4/10/2013	1622	Stevens Creek	Winchester Bl	0		Vehicle/ Pedestrian	Pedestrian Right of Way	0	1	Driver
6053776	4/9/2013	2128	El Camino Real	Kiely Bl	300	E	Vehicle/ Pedestrian	Other Hazardous Violation	0	1	Bicyclist
6080979	5/17/2013	2205	Cabrillo Av	Scott Bl	0	W	Vehicle/ Pedestrian	Pedestrian Right of Way	0	1	Driver
6080983	5/4/2013	2021	Monroe St	Scott Bl	170	E	Vehicle/ Pedestrian	Pedestrian Violation	0	1	Pedestrian
6080995	5/21/2013	738	Fordham Dr	Creighton Pl	0		Head-On	Pedestrian Right of Way	0	1	Driver
6081003	5/14/2013	1539	Benton St	Live Oak	0		Head-On	Pedestrian Violation	0	1	Pedestrian
6100812	6/5/2013	1433	Stevens Creek Bl	Stevens Creek	0		Vehicle/ Pedestrian	Pedestrian Right of Way	0	1	Driver
6161215	7/11/2013	1323	El Camino Real	Flora Vista Av	303	E	Vehicle/ Pedestrian	Improper Turning	0	1	Driver
6179110	8/26/2013	1751	Garrity Wy	Lick Mill Bl	26400	W	Vehicle/ Pedestrian	Pedestrian Right of Way	0	1	Driver

D. Pedestrian Collisions

Report #	Date	Time	Location (Primary St)	Location (Secondary St)	Distance (Feet)	Dir.	Type of Collision	Primary Cause	Killed	Injured	At Fault
6202074	8/28/2013	1401	Winchester Bl	Newhall St	0		Vehicle/ Pedestrian	Pedestrian Right of Way	0	1	Driver
6202097	8/31/2013	1840	Via Dondera	El Sobrante St	0		Vehicle/ Pedestrian	Pedestrian Right of Way	0	1	Driver
6211471	9/11/2013	730	Cabrillo Av	San Tomas Expy	480	W	Vehicle/ Pedestrian	Other	0	1	Pedestrian
6230459	10/1/2013	1143	Scott Bl	Monroe St	200	S	Vehicle/ Pedestrian	Unsafe Starting or Backing	0	1	Driver
6232220	9/30/2013	1508	Monroe St	Chromite Dr	0		Vehicle/ Pedestrian	Wrong Side of Road	0	1	Pedestrian
6249323	10/11/2013	758	1St St	Montague Expwy	0		Broadside	Other	0	1	Pedestrian
6249465	10/15/2013	1732	Scott Bl	Warburton Av	0		Vehicle/ Pedestrian	Pedestrian Right of Way	0	2	Driver
6250441	9/30/2013	937	Granada Av	Flora Vista Av	0		Sideswipe	Pedestrian Right of Way	0	1	Driver
6259021	10/22/2013	1838	Scott Bl	Bray Av	0		Vehicle/ Pedestrian	Pedestrian Violation	0	1	Pedestrian
6268963	10/12/2013	1005	Tasman Dr	Calle Del Sol	18	W	Vehicle/ Pedestrian	Pedestrian Right of Way	0	1	Driver
6274789	10/4/2013	2212	Agnew Rd	Lafayette St	0		Other	Improper Turning	0	1	Driver
6296274	12/4/2013	952	1St St	Trimble Rd	0		Vehicle/ Pedestrian	Other	0	1	Pedestrian
6303928	11/22/2013	1700	Scott Bl	San Tomas Expwy	0		Vehicle/ Pedestrian	Pedestrian Right of Way	0	1	Pedestrian
6310249	11/21/2013	1500	Barkley Av	Andrea Pl	10	W	Vehicle/ Pedestrian	Pedestrian Violation	0	1	Pedestrian
6310253	11/26/2013	1223	Stevens Creek	Santana Row	125	W	Broadside	Other Improper Driving	0	1	Driver
6326119	12/24/2013	1720	Rt 82	Mccormick Dr	60	W	Vehicle/ Pedestrian	Pedestrian Violation	0	1	Pedestrian
6357705	7/21/2013	1431	El Camino Real	Warburton Av	0	E	Vehicle/ Pedestrian	Other	0	1	Driver
6357841	12/20/2013	1514	El Camino Real	Light Pole #171	9	W	-	Wrong Side of Road	0	1	Pedestrian
6357849	12/27/2013	1818	Monroe St	Franklin St	0		Vehicle/ Pedestrian	Pedestrian Right of Way	0	1	Pedestrian
90482782	10/15/2015	1530	San Tomas Expressway	Homestead Road	0		Vehicle/ Pedestrian	Pedestrian Violation	0	1	Pedestrian
90518240	7/29/2017	2205	Montague Expy	Agnew Rd	0		Vehicle/ Pedestrian	Pedestrian Right of Way	0	1	Driver

D. Pedestrian Collisions

Report #	Date	Time	Location (Primary St)	Location (Secondary St)	Dis- tance (Feet)	Dir.	Type of Collision	Primary Cause	Killed	Injured	At Fault
90076088	12/2/2015	835	San Tomas Expressway N/B	Scott Blvd	100	S	Vehicle/ Pedestrian	Other	0	1	Bicyclist
90435393	4/7/2017	2145	San Tomas Expy S/B	El Camino Real	0		Vehicle/ Pedestrian	Pedestrian Violation	0	1	Driver
90416184	12/19/2016	625	Lawrence Expy N/B	Cabrillo Ave	0		Vehicle/ Pedestrian	Improper Passing	1	0	Driver
90342927	9/8/2016	1412	San Tomas Expy	El Camino Real	0		Vehicle/ Pedestrian	Pedestrian Violation	0	1	Driver
90292209	10/2/2016	1750	Central Expy	Scott Blvd	0		Vehicle/ Pedestrian	Other	0	1	Pedestrian
8188765	12/31/2015	1939	Newhall St	Maria St	0		Head-On	Pedestrian Right of Way	0	1	Pedestrian
7183706	12/5/2014	1749	Lafayette St	Franklin St	8	S	Vehicle/ Pedestrian	Pedestrian Right of Way	0	1	Driver
7183702	11/17/2014	1743	Monroe St	Brown Av	25	E	Vehicle/ Pedestrian	Pedestrian Right of Way	0	1	Driver
7181874	12/5/2014	1615	Washington St	Poplar St	0		Vehicle/ Pedestrian	Pedestrian Right of Way	0	1	Driver
7169997	10/28/2014	951	Stevens Creek Bl	Cypress Av	0		Vehicle/ Pedestrian	Pedestrian Right of Way	0	1	Driver
7169993	10/31/2014	844	Barcells Av	Kiely Bl	0		Vehicle/ Pedestrian	Pedestrian Right of Way	0	1	Driver
7169946	10/12/2014	1738	Fitzpatrick Wy	Moreland Wy	0		Vehicle/ Pedestrian	Pedestrian Right of Way	0	1	Pedestrian
7169934	10/7/2014	954	Benton St	Moraga St	0		Broadside	Other Improper Driving	0	1	Driver
7169931	7/26/2014	2057	Royal Dr	Scott Bl	0		Vehicle/ Pedestrian	Other Hazardous Violation	0	1	Driver
7169431	5/28/2014	1945	Laurie Av	Kevin Wy	50	S	Vehicle/ Pedestrian	Wrong Side of Road	0	1	Driver
7169419	6/2/2014	1015	El Camino Real	Accolti Wy	0		Vehicle/ Pedestrian	Pedestrian Right of Way	0	1	Bicyclist
7169416	9/15/2014	1513	Homestead Rd	Monroe St	0		Vehicle/ Pedestrian	Pedestrian Right of Way	0	1	Driver
7169376	12/19/2014	1727	El Camino Real	Flora Vista Av	0		Vehicle/ Pedestrian	Pedestrian Right of Way	0	1	Driver
7192066	11/29/2015	1118	El Camino Real	Flora Vista Av	0		Vehicle/ Pedestrian	Pedestrian Right of Way	0	2	Driver
7190794	11/11/2015	1836	Tasman Dr	Lick Mill Bl	32	E	-	Pedestrian Right of Way	0	1	Driver

D. Pedestrian Collisions

Report #	Date	Time	Location (Primary St)	Location (Secondary St)	Dis- tance (Feet)	Dir.	Type of Collision	Primary Cause	Killed	Injured	At Fault
7190747	11/22/2015	1350	Martin Av	Lafayette St	0		Vehicle/ Pedestrian	Pedestrian Right of Way	0	1	Driver
7189890	11/27/2015	1757	Agnew Rd	Shore Pl	41	W	Vehicle/ Pedestrian	Unsafe Speed	0	1	Driver
7188091	12/23/2015	1226	Monroe St	Warburton Av	35	S	Vehicle/ Pedestrian	Pedestrian Violation	0	1	Driver
7186796	4/6/2015	1511	Pruneridge Av	Woodhams Rd	0		Vehicle/ Pedestrian	Pedestrian Right of Way	0	1	Driver
7186776	3/22/2015	2143	Monroe St	Bellomy St	200	S	Vehicle/ Pedestrian	Pedestrian Right of Way	0	2	Driver
7186768	3/18/2015	1141	El Camino Real	Campbell Av	0		Vehicle/ Pedestrian	Pedestrian Violation	0	1	Pedestrian
7186752	2/25/2015	1304	Homestead Rd	Kiely Bl	62	W	Vehicle/ Pedestrian	Pedestrian Right of Way	0	1	Driver
7186748	2/25/2015	1059	Washington St	Poplar St	0		Vehicle/ Pedestrian	Pedestrian Right of Way	0	1	Driver
7186157	12/14/2015	828	Homestead Rd	Layton St	0		Vehicle/ Pedestrian	Pedestrian Right of Way	0	1	Pedestrian
7186149	12/11/2015	1933	Benton St	The Alameda	10	W	Vehicle/ Pedestrian	Pedestrian Right of Way	0	1	Driver
7186129	12/4/2015	1347	Lafayette St	Homestead Rd	0		Vehicle/ Pedestrian	Pedestrian Right of Way	0	1	Driver
7186102	12/15/2015	1618	Bowers Av	Cabrillo Av	0		Vehicle/ Pedestrian	Pedestrian Right of Way	0	1	Pedestrian
7186098	12/1/2015	1427	Lafayette St	Martin Av	0		Vehicle/ Pedestrian	Pedestrian Right of Way	0	1	Pedestrian
7184863	2/6/2015	1237	The Alameda	Portola Av	0		Vehicle/ Pedestrian	Pedestrian Violation	0	1	Driver
7184840	4/14/2015	1730	Washington St	Manchester Dr	0		Vehicle/ Pedestrian	Traffic Signals or Signs	0	1	Driver
7184815	12/23/2015	933	El Camino Real	Flora Vista Av	0		Vehicle/ Pedestrian	Pedestrian Right of Way	0	1	Pedestrian
7159677	9/11/2015	825	El Camino Real	Flora Vista Av	0		Vehicle/ Pedestrian	Pedestrian Violation	0	1	Driver
7159579	10/29/2015	1733	Franklin St	Madison St	0		Vehicle/ Pedestrian	Pedestrian Right of Way	0	1	Driver
7159566	9/17/2015	1637	El Camino Real	Halford Av	0		Vehicle/ Pedestrian	Unsafe Speed	0	1	Driver
7159535	10/11/2015	2101	Stevens Creek Bl	Cabot Av	10	W	Vehicle/ Pedestrian	Unknown	0	1	Pedestrian
7132824	10/23/2015	1901	Great America Pkwy	Old Glory Ln	0		Vehicle/ Pedestrian	Pedestrian Right of Way	0	2	Driver

D. Pedestrian Collisions

Report #	Date	Time	Location (Primary St)	Location (Secondary St)	Dis- tance (Feet)	Dir.	Type of Collision	Primary Cause	Killed	Injured	At Fault
7093535	8/14/2015	2127	Stevens Creek Bl	Stevens Creek Bl 3051	0		Head-On	Other Improper Driving	0	1	Pedestrian
7049153	8/29/2015	2018	Benton St	Flora Vista Av	0		Sideswipe	Unknown	0	1	Driver
7043494	8/26/2015	2042	Rt 82	Portola Av	10	W	Vehicle/ Pedestrian	Pedestrian Violation	0	1	Driver
7014506	7/24/2015	1800	Agnew Rd	2401 Agnew Rd	0		Vehicle/ Pedestrian	Other Improper Driving	0	1	Driver
6854294	8/9/2014	929	Monroe St	Harrison	0		Vehicle/ Pedestrian	Unknown	1	0	Driver
6827327	11/18/2014	1730	Lafayette St	Agnew Rd	0		Vehicle/ Pedestrian	Traffic Signals or Signs	0	1	Driver
6767431	12/8/2014	813	Pruneridge	Cedar Wy	0		Vehicle/ Pedestrian	Pedestrian Right of Way	0	1	Driver
6767423	12/2/2014	647	Monroe St	Warburton Av	15	S	Vehicle/ Pedestrian	Pedestrian Right of Way	0	1	Driver
6720487	11/3/2014	1847	Cabrillo Av	Morrison Av	0		Vehicle/ Pedestrian	Not Stated	0	1	Pedestrian
6699184	10/4/2014	1444	Madison St	Bellomy St	63	S	Vehicle/ Pedestrian	Improper Turning	0	2	Driver
6661613	9/25/2014	1538	Franklin St	Alviso St	47	E	Vehicle/ Pedestrian	Unsafe Starting or Backing	0	1	Pedestrian
6559626	4/27/2014	1452	Stevens Creek Bl	Saratoga	245	S	Vehicle/ Pedestrian	Automobile Right of Way	0	1	Driver
6533652	5/27/2014	835	Monroe St	Lawrence Expwy	5	E	Vehicle/ Pedestrian	Pedestrian Right of Way	0	1	Driver
6506451	4/26/2014	1648	Flora Vista Av	El Camino Real	150	S	-	Pedestrian Violation	0	1	Driver
6506435	4/21/2014	1350	Homestead Rd	Jackson St	13	W	Vehicle/ Pedestrian	Automobile Right of Way	0	1	Driver
6506431	4/19/2014	204	Haig St	Laurie Av	169	N	Vehicle/ Pedestrian	Driving or Bicycling under the influence of Alcohol or Drug	0	1	Driver
6455759	3/24/2014	741	Tasman Dr	Lick Mill Bl	0		Vehicle/ Pedestrian	Pedestrian Right of Way	0	1	Driver
6455735	3/21/2014	1121	Old Mountain View Alviso Rd	Great America Pkwy	162	W	Vehicle/ Pedestrian	Driving or Bicycling under the influence of Alcohol or Drug	0	2	Driver
6433340	2/25/2014	718	Monroe St	Meadowbrook Dr	7	W	Vehicle/ Pedestrian	Pedestrian Right of Way	0	1	Pedestrian
6427073	3/6/2014	1850	Montague Expwy	Thomas Rd	200	W	Vehicle/ Pedestrian	Pedestrian Violation	0	1	Driver

D. Pedestrian Collisions

Report #	Date	Time	Location (Primary St)	Location (Secondary St)	Dis- tance (Feet)	Dir.	Type of Collision	Primary Cause	Killed	Injured	At Fault
6399606	1/16/2014	1740	Lick Mill Dr	Vista Club Cir	0		Vehicle/ Pedestrian	Not Stated	0	1	Driver
6393463	2/20/2014	2111	Benton St	Capitola Wy	0		Vehicle/ Pedestrian	Pedestrian Right of Way	0	1	Pedestrian
6393451	2/26/2014	1630	Scott Bl	Warburton	0		Vehicle/ Pedestrian	Improper Turning	0	1	Driver
6291707	9/26/2014	1545	Stevens Creek Bl	Stevens Creek Bl 3071	0		Vehicle/ Pedestrian	Not Stated	1	0	Driver
6290730	3/29/2014	228	Stevens Creek Bl	Rt 280	36	W	Vehicle/ Pedestrian	Unknown	1	0	Driver
6290595	4/2/2014	2057	Rt101	Great America PkwY	1746	N	Vehicle/ Pedestrian	Pedestrian Violation	1	0	Pedestrian
6890342	4/1/2015	1900	Blossom Hill Rd	Blossom Hill Rd 925	0		Vehicle/ Pedestrian	Unsafe Speed	0	1	Driver
6844326	2/22/2015	2107	Washington St	Lewis St	0		Vehicle/ Pedestrian	Improper Turning	0	1	Pedestrian
6844159	2/28/2015	1531	El Camino Real	Railroad Av	5	S	Vehicle/ Pedestrian	Pedestrian Right of Way	0	1	Driver
6830407	1/16/2015	815	Flora Vista Av	Flora Vista Av 3665	0		Vehicle/ Pedestrian	Improper Turning	0	1	Driver
6822185	1/29/2015	1726	Quinn Av	Bonnie Dr	26	S	Vehicle/ Pedestrian	Pedestrian Right of Way	0	1	Driver
6809533	1/30/2015	2235	El Camino Real	Alpine Av	0		Vehicle/ Pedestrian	Driving or Bicycling under the influence of Alcohol or Drug	0	1	Driver
6292812	5/21/2015	2134	Kiely Bl	Malabar Av	0		Head-On	Pedestrian Right of Way	1	0	Driver
8579898	12/6/2017	1738	Warburton Av	Scott Bl	9	N	Vehicle/ Pedestrian	Pedestrian Right of Way	0	1	Driver
8579866	11/27/2017	1416	Mission College Bl	Agnew Rd	0		Vehicle/ Pedestrian	Pedestrian Violation	0	1	Driver
8566735	11/9/2017	2059	Anna Dr	Scott Bl	0		Vehicle/ Pedestrian	Pedestrian Right of Way	0	1	Driver
8532929	10/5/2017	1404	Augustine Dr	Bowers Av	520	E	Vehicle/ Pedestrian	Other Improper Driving	0	1	Driver
8526283	10/24/2017	1610	Miramar Av	Tamarack Ln	120	E	Vehicle/ Pedestrian	Unsafe Starting or Backing	0	1	Pedestrian
8503998	10/19/2017	1026	El Camino Real	Los Padres Bl	0		Vehicle/ Pedestrian	Unknown	0	1	Driver
8500165	11/5/2017	1429	Winchester Bl	Dorcich St	23	S	Vehicle/ Pedestrian	Pedestrian Right of Way	0	1	Driver
8481695	8/16/2017	1743	El Camino Real	Lawrence Expwy	0		Vehicle/ Pedestrian	Pedestrian Violation	0	1	Driver

D. Pedestrian Collisions

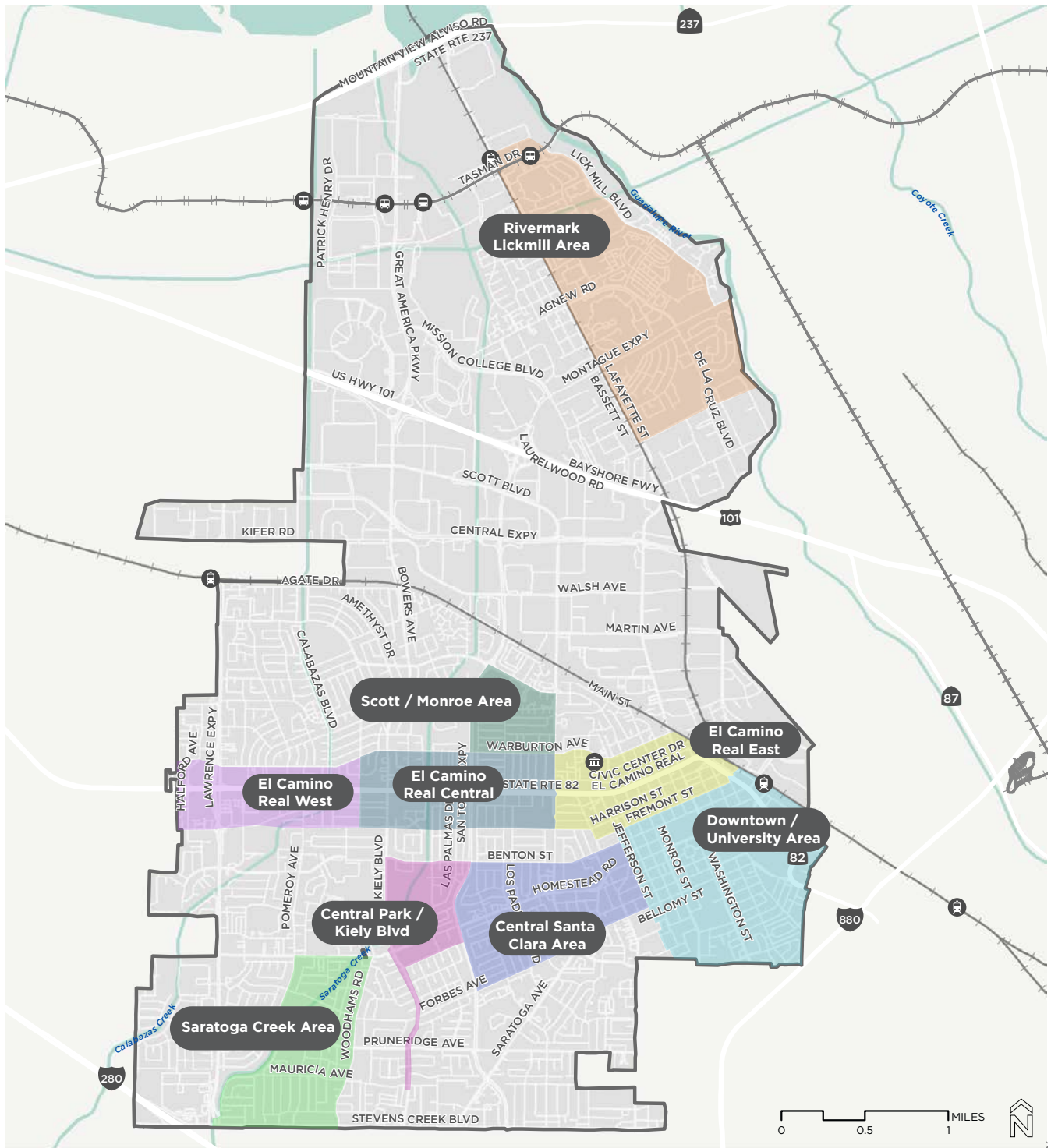
Report #	Date	Time	Location (Primary St)	Location (Secondary St)	Distance (Feet)	Dir.	Type of Collision	Primary Cause	Killed	Injured	At Fault
8457404	9/19/2017	22	El Camino Real	Scott Bl	200	E	Vehicle/ Pedestrian	Pedestrian Violation	0	1	Driver
8452171	7/9/2017	2203	Kiely Bl	Kalliam Dr	0		Vehicle/ Pedestrian	Pedestrian Right of Way	0	1	Driver
8452163	7/22/2017	259	El Sobrante St	Via Dondera	0		Broadside	Driving or Bicycling under the influence of Alcohol or Drug	0	3	Driver
8451560	4/20/2017	1603	Washington St	Poplar St	0		Vehicle/ Pedestrian	Pedestrian Right of Way	0	1	Driver
8451112	9/12/2017	700	Lick Mill Bl	Lick Mill Bl 5090	0		Vehicle/ Pedestrian	Unknown	0	1	Driver
8437048	4/19/2017	1724	Juliette Ln	Mission College Bl	480	S	Vehicle/ Pedestrian	Unsafe Speed	0	1	Driver
8432533	8/3/2017	2018	Warburton Av	Pomeroy Av	0		Vehicle/ Pedestrian	Pedestrian Right of Way	0	1	Driver
8423348	7/29/2017	1059	Saratoga Av	Los Padres Bl	10	E	Vehicle/ Pedestrian	Pedestrian Right of Way	0	1	Driver
8413037	7/11/2017	644	Rt 82	Portola Av	15	W	Vehicle/ Pedestrian	Pedestrian Violation	0	1	Pedestrian
8403231	5/10/2017	1938	Monroe St	Scott Bl	0		Rear Hit Objectnd	Driving or Bicycling under the influence of Alcohol or Drug	0	1	Driver
8403119	5/30/2017	1634	Stevens Creek Bl	Cronin Dr	0		Vehicle/ Pedestrian	Pedestrian Violation	0	1	Driver
8378812	2/21/2017	1828	Monroe St	Nobili Av	0		Vehicle/ Pedestrian	Pedestrian Right of Way	0	1	Pedestrian
8374418	2/16/2017	1213	Alpine Av	Butte St	52	N	Vehicle/ Pedestrian	Unsafe Speed	0	1	Pedestrian
8374414	2/11/2017	1834	Benton St	Moraga St	8	W	Vehicle/ Pedestrian	Pedestrian Right of Way	0	1	Driver
8367211	2/7/2017	709	Karen Dr	Patricia Dr	306	S	Vehicle/ Pedestrian	Other Improper Driving	0	1	Driver
8364460	3/30/2017	2011	Winchester Bl	Dorcich St	0		Vehicle/ Pedestrian	Pedestrian Right of Way	0	1	Pedestrian
8358993	1/12/2017	1931	Harrison St	Monroe St	15	E	Vehicle/ Pedestrian	Pedestrian Right of Way	0	1	Pedestrian
8358989	1/16/2017	1812	Los Padres Bl	Monroe St	0		Vehicle/ Pedestrian	Pedestrian Right of Way	0	1	Pedestrian
8358968	4/5/2017	1637	William Dr	Ellena Dr	164	N	Vehicle/ Pedestrian	Pedestrian Violation	0	1	Pedestrian
8294768	1/5/2017	1134	Stevens Creek Bl	Henry Av	15	W	Vehicle/ Pedestrian	Pedestrian Violation	0	1	Driver

D. Pedestrian Collisions

Report #	Date	Time	Location (Primary St)	Location (Secondary St)	Distance (Feet)	Dir.	Type of Collision	Primary Cause	Killed	Injured	At Fault
8294655	12/14/2016	837	Jay St	Scott Bl	0		Vehicle/ Pedestrian	Pedestrian Right of Way	0	1	Driver
8294626	12/4/2016	1708	Pruneridge Av	Winchester Bl	175	W	Vehicle/ Pedestrian	Pedestrian Violation	0	1	Pedestrian
8294577	12/13/2016	1103	El Camino Real	Halford Av	0		Vehicle/ Pedestrian	Pedestrian Violation	0	1	Pedestrian
8294564	12/6/2016	1324	860 Civic Center Dr	Civic Center Dr	0		Vehicle/ Pedestrian	Other Improper Driving	0	1	Driver
8205569	11/26/2016	2106	Agnew Rd	Davis St	100	E	Vehicle/ Pedestrian	Pedestrian Right of Way	0	1	Driver
8205529	11/9/2016	736	Bowers Av	Bowers Ave 2401	42	E	Vehicle/ Pedestrian	Not Stated	0	1	Pedestrian
8188660	11/18/2016	1845	Kiely Bl	Mauricia Av	0		Vehicle/ Pedestrian	Pedestrian Right of Way	0	1	Pedestrian
8188656	11/28/2016	1928	Los Padres Bl	Forbes Av	0		Vehicle/ Pedestrian	Unsafe Speed	0	1	Driver
8174235	9/21/2016	1722	Mission St	The Alameda	0		Vehicle/ Pedestrian	Improper Turning	0	1	Pedestrian
8171034	9/25/2016	2111	Franklin St	Lafayette St	50	E	Vehicle/ Pedestrian	Unsafe Starting or Backing	0	1	Pedestrian
8167550	8/10/2017	1850	El Camino Real	Railroad Av	164	W	Vehicle/ Pedestrian	Pedestrian Violation	1	0	Driver
8163746	10/28/2016	2046	Monroe St	Los Padres Bl	0		Vehicle/ Pedestrian	Other Hazardous Violation	0	1	Driver
8133564	8/18/2016	1705	Gillmor St	Silveria Ct	15	N	Vehicle/ Pedestrian	Unsafe Starting or Backing	0	1	Driver
8125539	9/17/2016	927	Calle Del Sol	Tasman	0		-	Pedestrian Right of Way	0	1	Pedestrian
8122781	8/16/2016	916	Cabrillo Av	Nobili Av	0		Vehicle/ Pedestrian	Automobile Right of Way	0	1	Driver
8096869	6/22/2016	1850	El Camino Real	Flora Vista Av	10	W	Broadside	Pedestrian Right of Way	0	1	Driver
8062212	5/25/2016	1724	Lafayette St	Lexington St	0		Vehicle/ Pedestrian	Pedestrian Right of Way	0	1	Driver
8062208	5/31/2016	811	Laurie Av	Mac Gregor Ln	30	N	Vehicle/ Pedestrian	Pedestrian Violation	0	1	Pedestrian
8062196	6/27/2016	1006	Forbes Av	Kiely Bl	5	E	Vehicle/ Pedestrian	Pedestrian Right of Way	0	1	Driver
8062045	6/2/2016	1841	Nobili Av	El Camino Real	0		Vehicle/ Pedestrian	Automobile Right of Way	0	1	Pedestrian
8010288	3/28/2016	821	Monroe St	Los Padres Bl	0		Vehicle/ Pedestrian	Pedestrian Right of Way	0	1	Driver




D. Pedestrian Collisions

Report #	Date	Time	Location (Primary St)	Location (Secondary St)	Dis- tance (Feet)	Dir.	Type of Collision	Primary Cause	Killed	Injured	At Fault
8002696	2/9/2016	1531	El Camino Real	Lawrence Sb	0		Vehicle/ Pedestrian	Automobile Right of Way	0	1	Driver
8002672	2/7/2016	2004	Great America Pkwy	Mission College Bl	0		Vehicle/ Pedestrian	Other Improper Driving	0	1	Driver
7194943	1/25/2016	1600	Winchester Bl	Dorcich St	0		Vehicle/ Pedestrian	Pedestrian Right of Way	0	1	Driver
7194647	1/4/2016	728	Monroe St	Marchese Wy	0		Vehicle/ Pedestrian	Pedestrian Right of Way	0	1	Driver
7194560	2/17/2016	2216	De La Cruz Bl	Reed St	0		Vehicle/ Pedestrian	Pedestrian Right of Way	0	1	Driver
7194556	2/18/2016	2308	Homestead Rd	Woodhams Rd	0		Rear Hit Objectnd	Driving or Bicycling under the influence of Alcohol or Drug	0	1	Driver
7194447	1/5/2016	1200	Edward Av	Aldo Av	10	S	Vehicle/ Pedestrian	Pedestrian Right of Way	0	1	Pedestrian
7191565	2/5/2016	615	El Camino Real	Pomeroy Av	0		Vehicle/ Pedestrian	Pedestiran Violation	0	1	Driver
7175961	1/27/2016	2132	Lafayette St	Lexington St	0		Vehicle/ Pedestrian	Pedestrian Right of Way	0	2	Pedestrian



Map: Priority Pedestrian Zones

DESTINATIONS

-  City Hall
-  Train Station
-  Light Rail Station

Pedestrian Recommendation Toolbox

This toolbox summarizes the crossing, traffic signal, transit stop, and walking environment enhancements that should be considered and incorporated into roadway and development plans and designs. Implementing these improvements will make walking in Santa Clara feel safer and more comfortable for pedestrians.

Crossing Improvement



Curb Extension

Curb extensions, or bulbouts, are extensions of the sidewalk and curb at the corners of intersections. They normally extend out the width of the parking lane, 7' to 8'. Curb extensions shorten the roadway crossing distance and make pedestrians more visible to motorists. They can also help calm traffic by narrowing the travel lane, and provide additional space for plantings and street furnishings.



Curb Radius Reduction

Shorter turn radii at intersections shorten the crossing distance for pedestrians and require vehicles to turn more slowly.



Improved Right-Turn Slip Lane Design

Right-turn slip lanes can be improved for pedestrian safety by either shortening the turn radius, requiring vehicles to turn more slowly, or removing slip lane entirely. Other improvements include installing pedestrian refuge islands and marked pedestrian crossings that are perpendicular to the slip lane (or as close to perpendicular as possible) so that people are clearly visible to oncoming drivers.

Continued

Crossing Improvement



High-Visibility Crosswalk Marking

High visibility crosswalks use marking patterns that are more visible to motorists than the standard parallel 'transverse' markings, and help increase yielding behavior and deter encroachment. Ladder, zebra, and the continental markings (shown here) are commonly used patterns.



Advance Yield/ Stop Lines

Advance yield and stop lines inform motorists of the correct position to wait for pedestrians at marked crossings. Advanced yield lines are triangular pavement markings ("sharks teeth") placed in advance of uncontrolled crossing locations. These markings are especially important at multi-lane uncontrolled crossings to ensure vehicles in one lane stop sufficiently far back so that approaching vehicles in the other lane can see the pedestrian and also yield. Advanced stop lines are used in advance of stop signs or signalized crossings.



Curb Ramp

Curb ramps provide a transition between the sidewalk and roadway crossings. Curb ramps are essential for pedestrians using wheeled mobility devices and provide universal access for all users including small children, adults pushing strollers, people with luggage, etc. Each corner should have two "perpendicular" ramps, one leading directly into each crosswalk. Ramps should include a tactile warning surface to inform users with visual impairments that they are transitioning between the sidewalk and the roadway.

Continued

Crossing Improvement



Crossing Island

Crossing islands, or pedestrian refuge islands, are typically areas at the mid-point of a marked crossing that prove a safe waiting space for pedestrians. They minimize pedestrian exposure by allowing pedestrian to cross the roadway in two separate stages.



Pedestrian-Scale Lighting

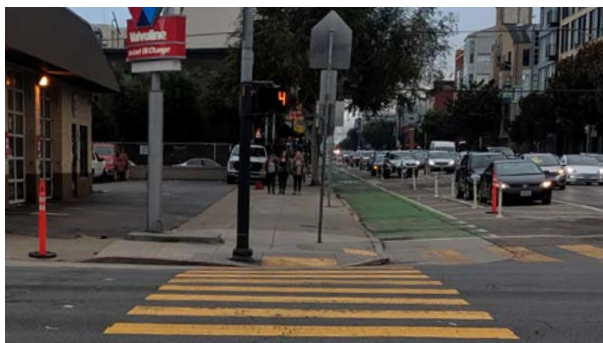
Pedestrian-scale lighting can improve walking accessibility at night time by illuminating sidewalks, crosswalks, curbs, and signs as well as barriers and potential hazards. Pedestrian-scale lighting should be employed in areas of high pedestrian activity.



Pedestrian Motion Sensors

Pedestrian motion sensors will detect whether pedestrians are still within a crosswalk at the end of a crossing phase. If pedestrians are still crossing, the sensor will extend the green time of the accompanying vehicle phase before the traffic signal phase turns red, giving pedestrians additional time to safely exit the crosswalk.

Signal Improvement



Pedestrian Signal/Countdown Signal

A pedestrian signal communicates when a pedestrian may cross an intersection. Countdown signals notify the pedestrian of how much time remains in the crossing phase. They can help prevent people from getting stuck in the middle of the intersection when the signal changes.



Traffic Control Study

A traffic control study designates an area where the city is considering adding a signal, sign, or beacon to improve pedestrians' crossing experience. A warrant must be met before the City can consider installing one of these traffic control devices. The MUTCD defines a warrant as a threshold condition based upon average or normal conditions that, if found to be satisfied as part of an engineering study, shall result in analysis of other traffic conditions or factors to determine whether a traffic control device or other improvement is justified.



Pedestrian Hybrid Beacon (PHB)

Pedestrian Hybrid Beacons, also known as High-Intensity Activated Crosswalk Beacons (HAWKs), are user-activated traffic control devices that cycle through a flashing yellow, flashing red, and then steady red light to stop vehicles and allow pedestrians to cross a road safely. They can be installed at any uncontrolled crossing location. A traffic control study must be completed and warranted before the installation of this traffic control device.

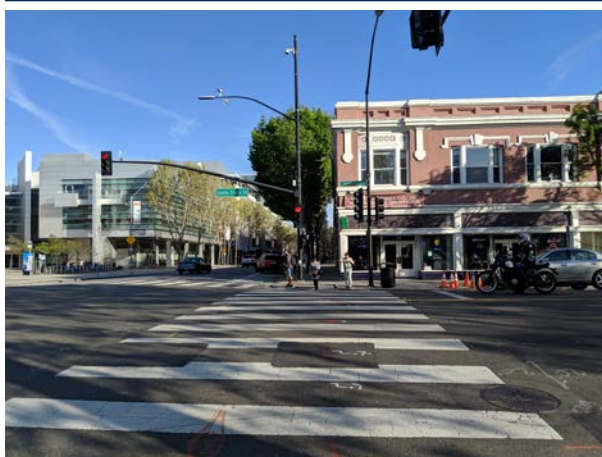
Continued

Signal Improvement



Rectangular Rapid Flash Beacon (RRFB)

Rectangular Rapid Flash Beacons (RRFBs) are user-activated pedestrian beacons that use flashing high intensity LED lights to alert motorists to the presence of pedestrians in the crosswalk. They can be installed at any uncontrolled crossing location. A traffic control study must be completed and warranted before the installation of this traffic control device.



Leading Pedestrian Interval

A Leading Pedestrian Interval (LPI) typically gives pedestrians a 3–7 second head start when entering an intersection with a corresponding green signal in the same direction of travel.



Stop Sign/Signal

Stop sign or signal warrant studies evaluates traffic conditions, pedestrian characteristics, and physical characteristics of the location to determine whether installation of a traffic control device is justified at a particular location. A traffic control study must be completed and warranted before the installation of this traffic control device.

Continued

Signal Improvement



Pedestrian Crossing Sign

Pedestrian crossing signs alert motorists to the presence of a marked crosswalk. They can be placed parallel to or in advance of a crosswalk, and are particularly useful in locations where a crosswalk may not be expected by motorists.

Transit Stop Improvement



Transit Waiting Area Improvements

Transit stop amenities such as benches, bike racks, shade structures, and shelters enhance pedestrian comfort. The addition of real time transit information can provide real-time bus departure times for that stop.

Walking Environment Improvement



Public Space Activation

Public space activation refers to urban design and programming with the goal of enhancing a space to make it more inviting to people and encouraging them to linger. Examples of public space activation include art installations, parklets, outdoor seating and tables, farmers markets, and festivals.

Rivermark Lickmill Area Recommendations

Project ID	Location
1	Tasman Drive / Lick Mill Station
2	Tasman Drive / Lick Mill Blvd
3	Calle de Primavera / Calle de Escuela
4	Lick Mill Blvd/ Ulistac Natural Area
5	Hetch Hetchy Trail / Fairway Glen Dr
6	Agnew Rd/ Bassett St
7	Lafayette St / Agnew Rd
8	Agnew / Avina Circle
9	Agnew Rd / Oracle Entrance
10	Lick Mill Blvd / E River Pkwy
11	Lick Mill Blvd / Fitzpatrick Way
12	Moreland Way / Fitzpatrick Way
13	Montague Expy / Agnew Rd
14	De La Cruz Blvd / Greenwood Dr
15	Lafayette St / Clyde Ave
16	Lafayette St / Laurie Ave
17	Lafayette St / Aldo Ave



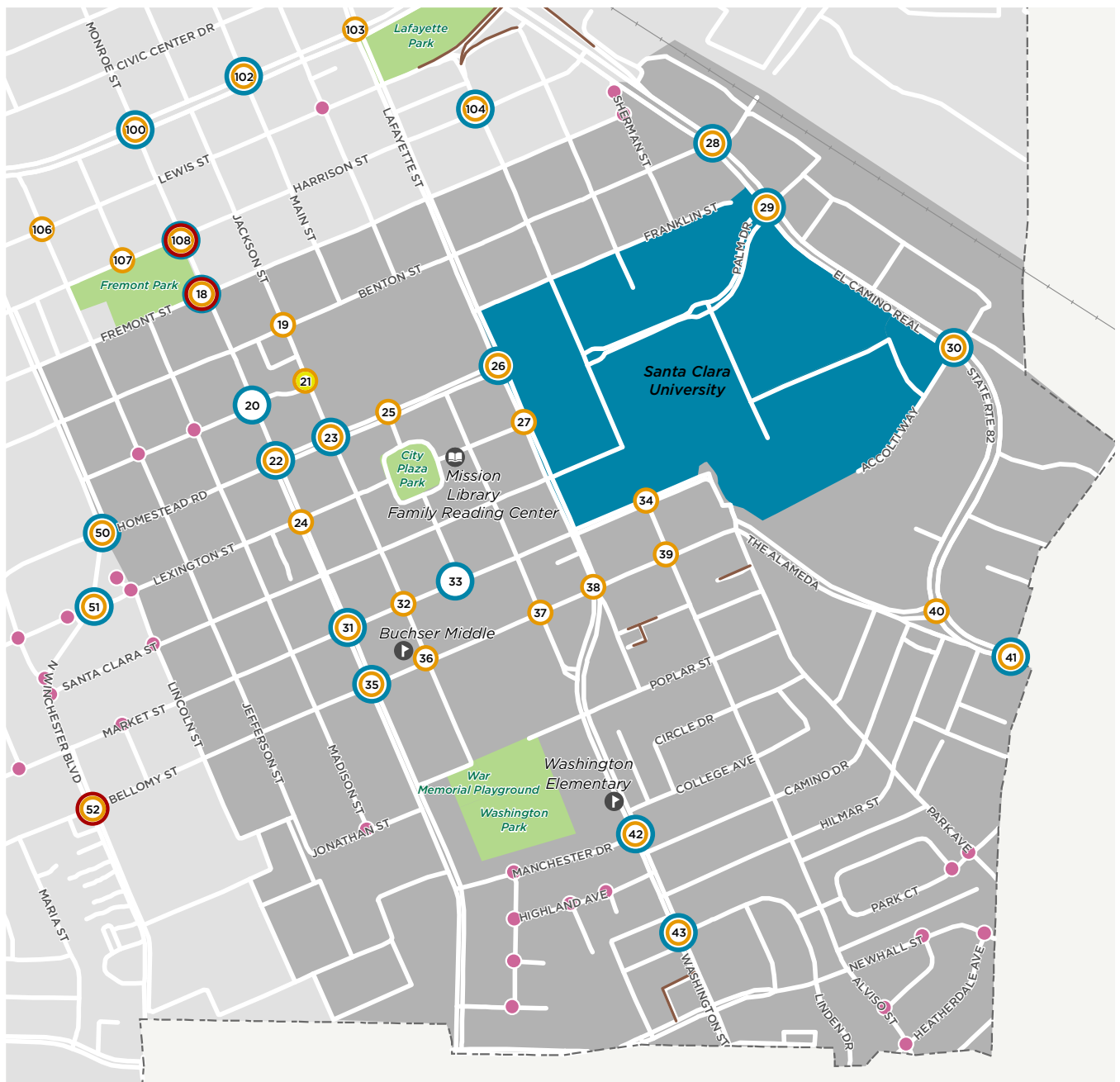
Map 14. Rivermark Lickmill Area Recommendations

Pedestrian Improvement

- | | | | |
|---|--------------------------|--|--------------------------|
| # | Project ID Number | | Priority Pedestrian Zone |
| | Crossing Improvement | | Library |
| | Transit Stop Improvement | | School |
| | Signal Improvement | | Park |
| | Curb Ramps | | City Boundary |
| | Sidewalk | | |

Downtown / University Area Recommendations

Project ID	Location
18	Monroe St / Fremont St
19	Benton St / Jackson St
20	Monroe St / Franklin St
21	Jackson St / Franklin St
22	Monroe St / Homestead Rd
23	Homestead Rd / Jackson St
24	Monroe St / Lexington St
25	Homestead Rd/ Main St
26	Lafayette St / Homestead Rd
27	Lafayette St / Lexington St
28	El Camino Real / Benton St
29	El Camino Real / Railroad Ave
30	El Camino Real / Campbell Ave
31	Market St / Monroe St
32	Market St / Jackson St
33	Market St / Main St
34	The Alameda / Alviso St
35	Monroe St / Bellomy St
36	Bellomy St / Jackson St
37	Washington St / Bellomy St
38	Lafayette St / Bellomy St
39	Bellomy St/ Alviso St
40	El Camino Real / The Alameda
41	El Camino Real / Portola Ave
42	Lafayette St / Manchester Dr
43	Washington St / Linden Dr



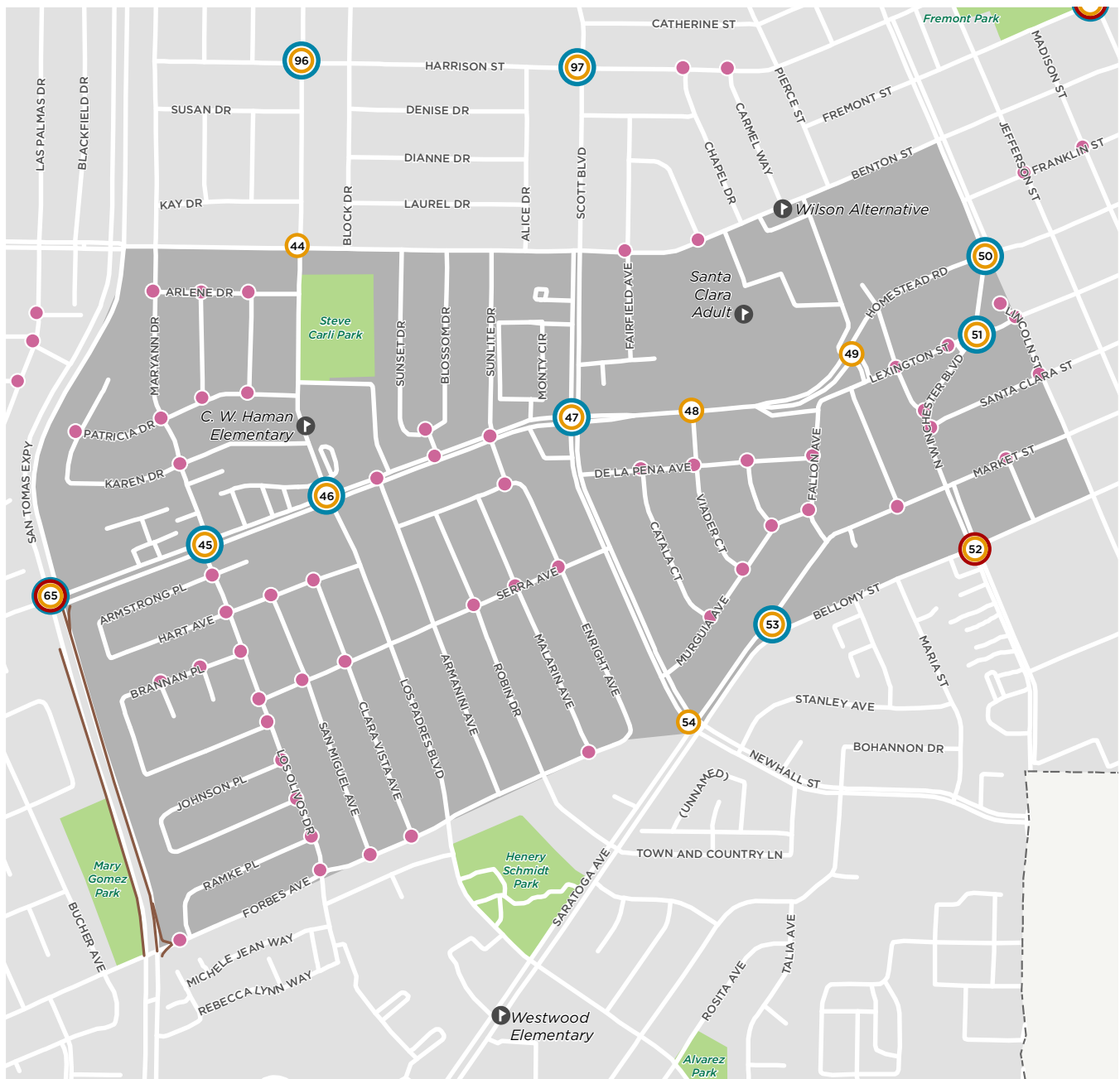
Map 15. Downtown / University Area Recommendations

Pedestrian Improvement

- | | | | | | |
|---|---------------------------------|--|--------------------------|--|---------|
| # | Project ID Number | | Priority Pedestrian Zone | | Library |
| | Walking Environment Enhancement | | Curb Ramps | | School |
| | Crossing Improvement | | Sidewalk | | Park |
| | Transit Stop Improvement | | City Boundary | | |
| | Signal Improvement | | | | |

Central Santa Clara Area Recommendations

Project ID	Location
44	Los Padres Blvd / Benton St
45	Homestead Rd / Los Olivos Dr
46	Homestead Rd / Los Padres Blvd
47	Homestead Rd / Scott Blvd
48	Homestead Rd / Viadar Ct
49	Homestead Rd / University St
50	Homestead Rd / Lincoln St
51	Lexington St / Winchester Blvd
52	Bellomy St / Winchester Blvd
53	Saratoga Ave / Bellomy St
54	Saratoga Ave / Newhall St



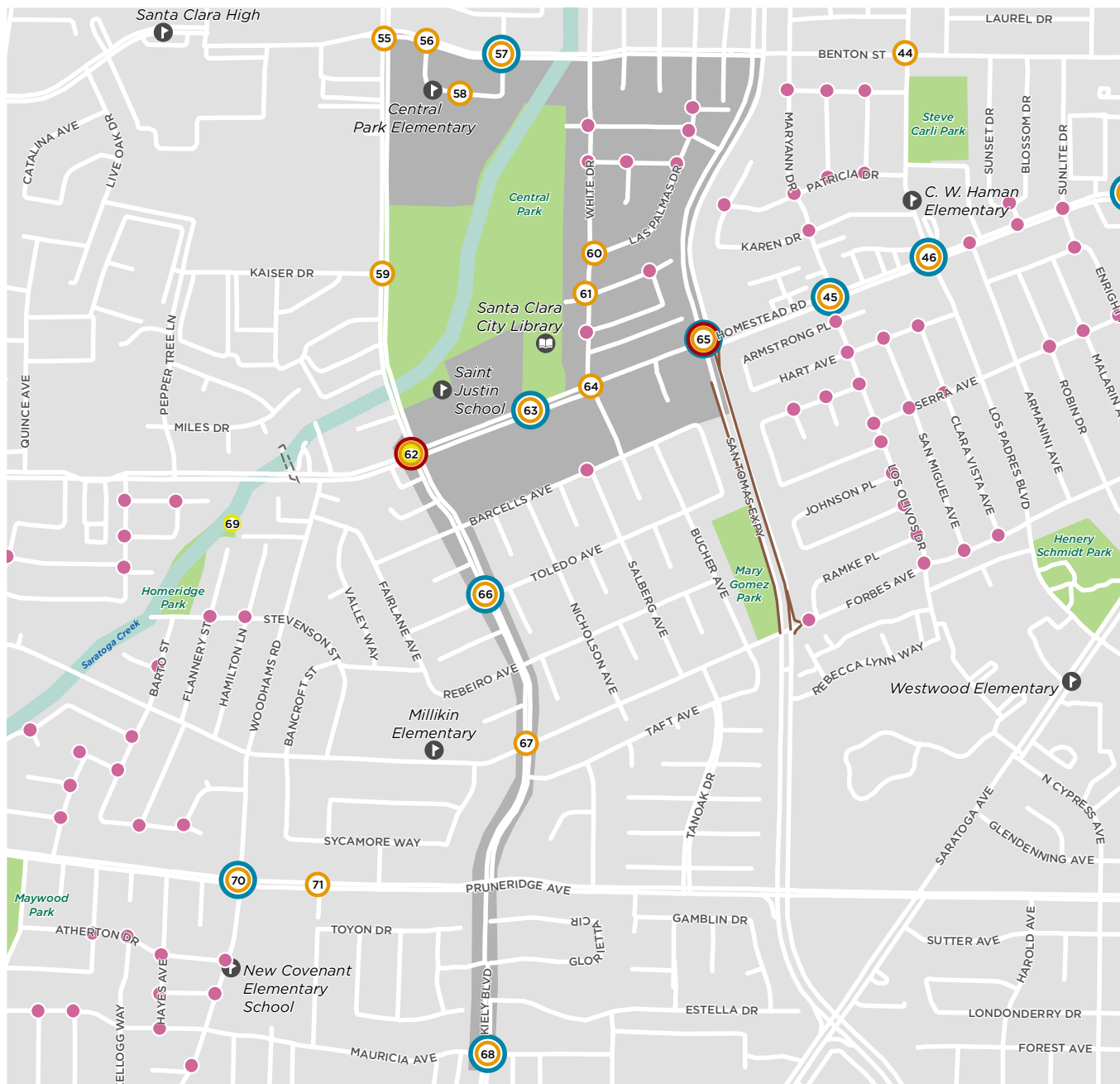
Map 16. Central Santa Clara Area Recommendations

Pedestrian Improvement

- | | | | | | |
|---|--------------------------|--|-------------------------|--|---------------|
| # | Project ID Number | | Priority Pedstrian Zone | | School |
| | Crossing Improvement | | Curb Ramps | | Park |
| | Transit Stop Improvement | | Sidewalk | | City Boundary |
| | Signal Improvement | | | | |

Central Park / Kiely Blvd. Area Recommendations

Project ID	Location
55	Kiely Blvd / Benton St
56	Benton St / Sonoma Pl (west)
57	Benton St / Sonoma Pl (east)
58	Sonoma Pl (mid-block)
59	Kiely Dr / Kaiser Dr
60	Las Palmas Dr / White Dr
61	Las Palmas Dr / Patricia Dr
62	Kiely Blvd / Homestead Rd
63	Homestead Rd / Central Park Library Entrance
64	Homestead Rd / Las Palmas Dr
65	San Tomas Expy / Homestead Rd
66	Kiely Blvd / Toledo Ave
67	Kiely Blvd / Forbes Ave
68	Kiely Blvd / Mauricia Ave



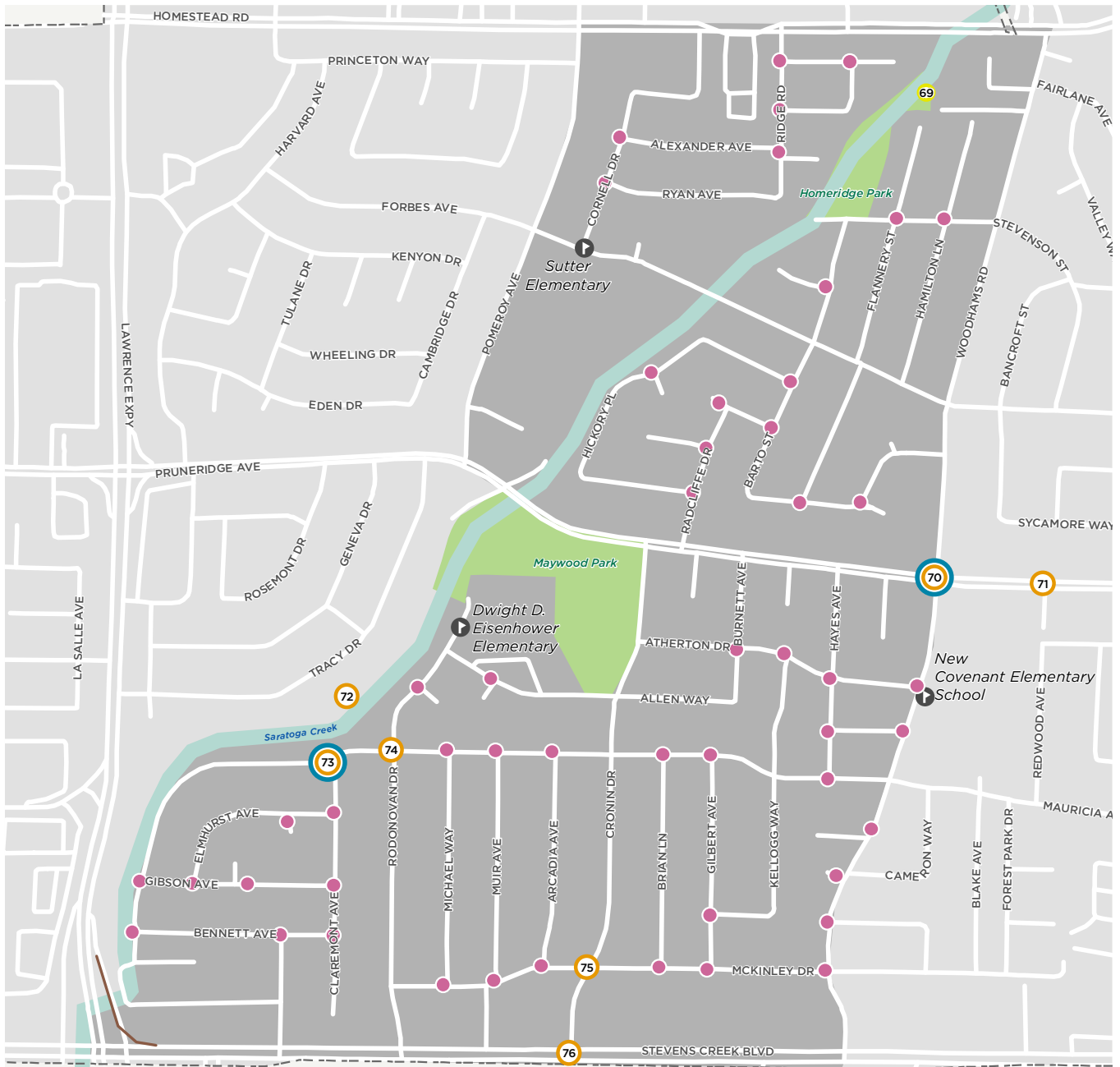
Map 17. Central Park / Kiely Blvd. Area Recommendations

Pedestrian Improvement

- | | | |
|---|--|---|
| ● Walking Environment Enhancement | Priority Pedestrian Zone | Library |
| ● Crossing Improvement | ● Curb Ramps | School |
| ● Transit Stop Improvement | — Sidewalk | Park |
| ● Signal Improvement | # Project ID Number | City Boundary |










Saratoga Creek Area Recommendations

Project ID	Location
69	Homeridge Park
70	Pruneridge Ave / Woodhams Rd
71	Pruneridge Ave/ Redwood Ave
72	Saratoga Creek Bridge/ Mauricia Ave
73	Mauricia Ave / Claremont Ave
74	Rodonovan Dr / Mauricia Ave
75	Cronin Dr / McKinley Dr
76	Stevens Creek Blvd / Cronin Dr



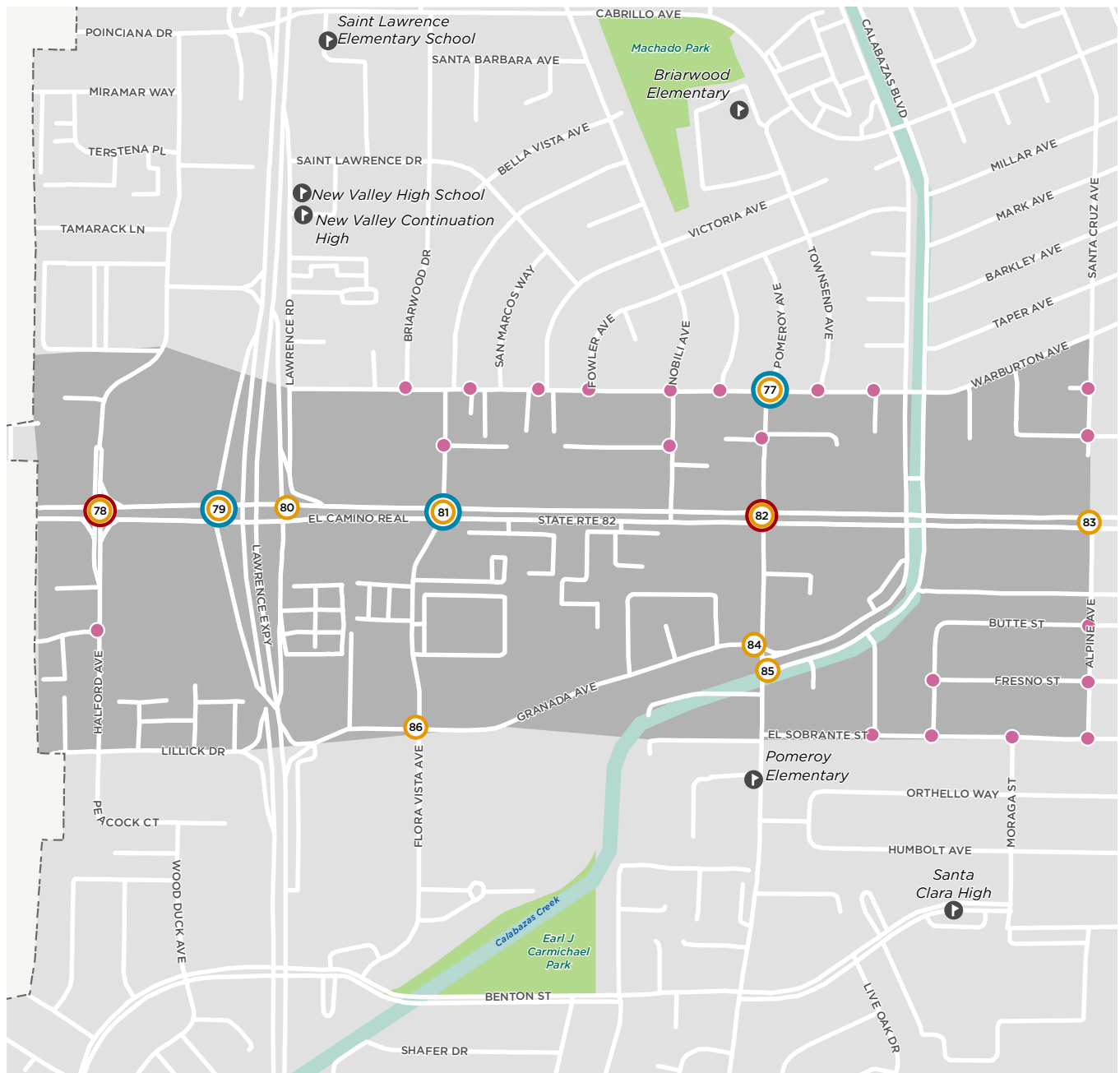
Map 18. Saratoga Creek Area Recommendations

Pedestrian Improvement

- | | | | | | |
|---|---------------------------------|---|--------------------------|---|---------------|
| # | Project ID Number |  | Priority Pedestrian Zone |  | School |
|  | Walking Environment Enhancement |  | Curb Ramps |  | Park |
|  | Crossing Improvement |  | Sidewalk |  | City Boundary |
|  | Signal Improvement | | | | |

El Camino Real West Area Recommendations

Project ID	Location
77	Warburton Ave / Pomeroy Ave
78	El Camino Real / Halford Ave
79	El Camino Real / Lawrence SB Ramps
80	El Camino Real / Lawrence NB Ramps
81	El Camino Real / Flora Vista Ave
82	El Camino Real / Pomeroy Ave
83	El Camino Real / Alpine Ave
84	Granada Ave / Pomeroy Ave
85	Calabazas Blvd / Pomeroy Ave
86	Granada Ave / Flora Vista Ave



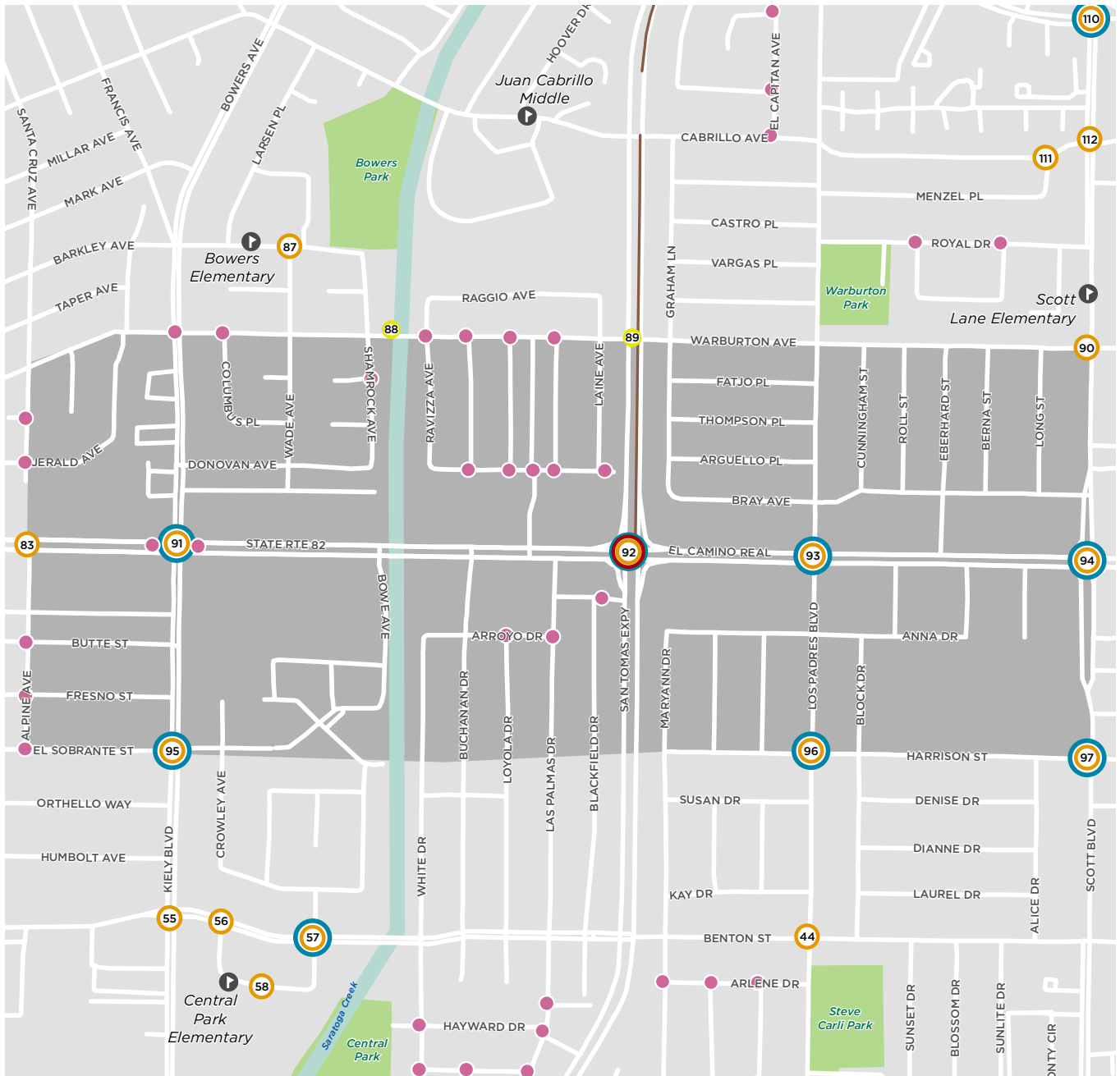
Map 19. El Camino Real West Area Recommendations

Pedestrian Improvement

- | | | | | | |
|---|--------------------------|--|--------------------------|--|--------|
| # | Project ID Number | | Priority Pedestrian Zone | | School |
| | Crossing Improvement | | Curb Ramps | | Park |
| | Transit Stop Improvement | | City Boundary | | |
| | Signal Improvement | | | | |

El Camino Real Central Area Recommendations

Project ID	Location
87	Barkeley Ave / Wade Ave
88	Warburton Ave / Saratoga Creek
89	Warburton Ave / San Tomas Aquino Creek Trail
90	Scott Blvd / Warburton Ave
91	El Camino Real / Kiely Blvd
92	El Camino Real / San Tomas Expressway
93	El Camino Real / Los Padres Blvd
94	El Camino Real / Scott Blvd
95	Kiely Blvd / El Sobrante St
96	Los Padres Blvd / Harrison St
97	Scott Blvd / Harrison St



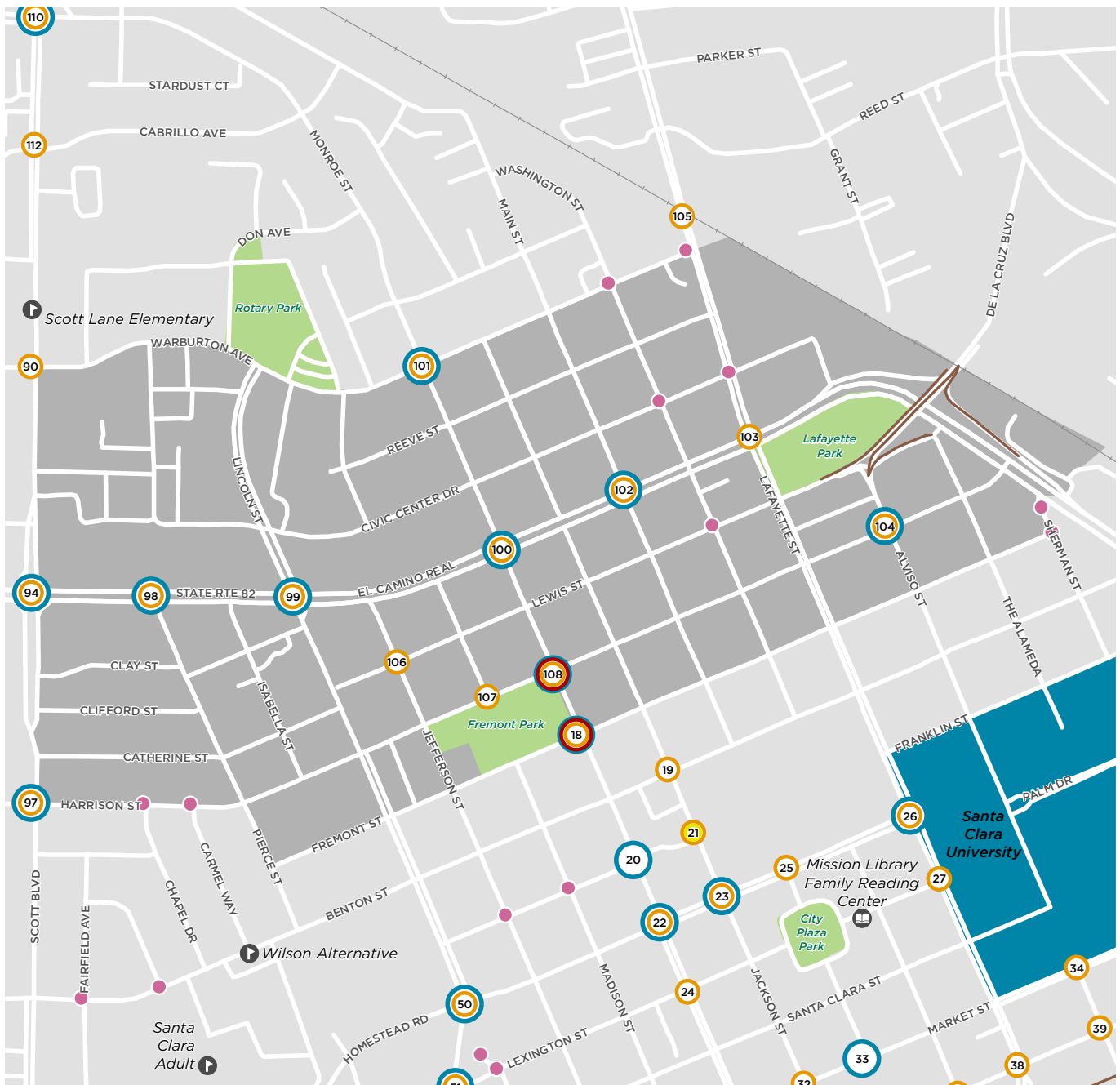
Map 20. El Camino Real Central Area Recommendations

Pedestrian Improvement

- | | | |
|---------------------------------|-------------------------|---------------|
| Walking Environment Enhancement | Priority Pedstrian Zone | School |
| Crossing Improvement | Curb Ramps | Park |
| Transit Stop Improvement | Sidewalk | City Boundary |
| Signal Improvement | Project ID Number | |

El Camino Real East Area Recommendations

Project ID	Location
98	El Camino Real / Pierce St
99	El Camino Real / Lincoln St
100	El Camino Real / Monroe St
101	Monroe St / Warburton Ave
102	El Camino Real / Main St
103	El Camino Real / Lafayette St
104	Alviso St / Harrison St
105	Lafayette St / ACE/Amtrak Tracks
106	Jefferson St / Lewis St
107	Harrison St/ Madison St
108	Monroe St / Harrison St



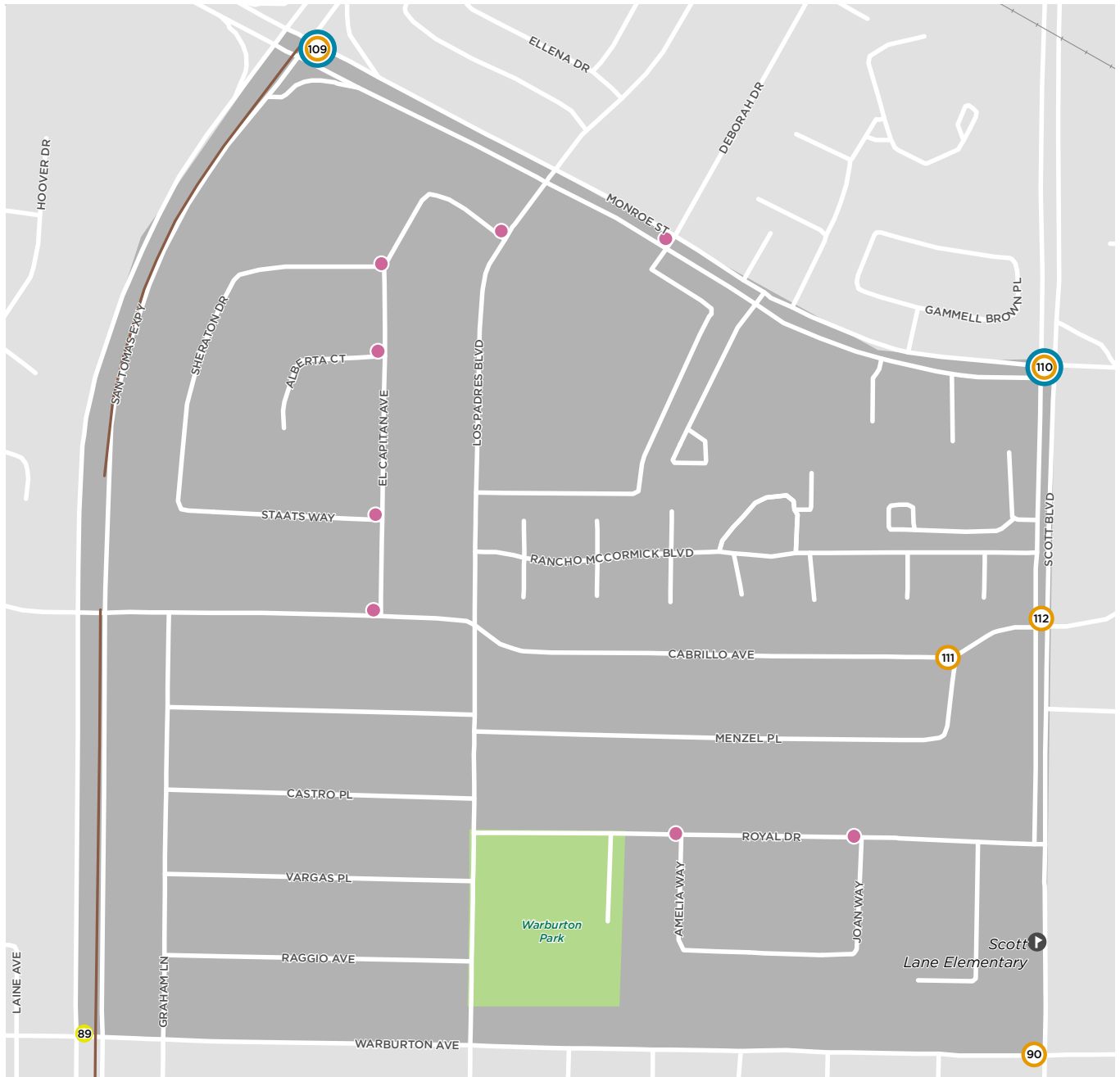
Map 21. El Camino Real East Area Recommendations

Pedestrian Improvement

- | | | |
|---------------------------------|--------------------------|---------------|
| Walking Environment Enhancement | Priority Pedestrian Zone | Library |
| Crossing Improvement | Curb Ramps | School |
| Transit Stop Improvement | Sidewalk | Park |
| Signal Improvement | Project ID Number | City Boundary |

Scott / Monroe Area Recommendations

Project ID	Location
109	San Tomas Expwy / Monroe St
110	Scott Blvd / Monroe St
111	Cabrillo Ave / Menzel Pl
112	Scott Blvd / Cabrillo Ave



Map 22. Scott / Monroe Area Recommendations

Pedestrian Improvement

- | | | | |
|-----|---------------------------------|--------------------------|---------------|
| # | Project ID Number | Priority Pedestrian Zone | School |
| 89 | Walking Environment Enhancement | Curb Ramps | Park |
| 111 | Crossing Improvement | Sidewalk | City Boundary |
| 109 | Signal Improvement | | |

Project ID	Pedestrian Zone	Location	Roadway Design					Crossing Improvement		
			Curb Extension	Curb Radius Reduction	Parking Restrictions	Modify Skewed Intersection	Right-Turn Slip Lane Removal	High Visibility Crosswalk Marking	Advance Yield/Stop Lines	Curb Ramp
1	Rivermark Lickmill	Tasman Drive / Lick Mill Station						●		●
2	Rivermark Lickmill	Tasman Drive / Lick Mill Blvd								●
3	Rivermark Lickmill	Calle de Primavera / Calle de Escuela								●
4	Rivermark Lickmill	Lick Mill Blvd/ Ulistac Natural Area						●		●
5	Rivermark Lickmill	Hetch Hetchy Trail / Fairway Glen Dr								
6	Rivermark Lickmill	Agnew Rd/ Bassett St						●		●
7	Rivermark Lickmill	Lafayette St / Agnew Rd		●						●
8	Rivermark Lickmill	Agnew / Avina Circle	●					●		
9	Rivermark Lickmill	Agnew Rd / Oracle Entrance						●		●
10	Rivermark Lickmill	Lick Mill Blvd / E River Pkwy								●
11	Rivermark Lickmill	Lick Mill Blvd / Fitzpatrick Way								
12	Rivermark Lickmill	Moreland Way / Fitzpatrick Way								
13	Rivermark Lickmill	Montague Expy / Agnew Rd						●		
14	Rivermark Lickmill	De La Cruz Blvd / Greenwood Dr								●

Crossing Improvement	Signs, Signals and Signal Timing	Transit	Public Space	City Project	Notes
Pedestrian-Scale Lighting					Public comment
Pedestrian Crosswalk Motion Sensor					Public comment
Standard Crosswalk					School crossing
Decorative Crosswalk					Public comment
Straighten/Shorten Crosswalk					Existing plan
Pedestrian Undercrossing/ Overcrossing					Walking tour
Traffic Control Study					Walking tour
Leading Pedestrian Interval					Study Crossing
"Yield Here to Peds" Sign					Public comment
Pedestrian Countdown Timer					Public comments
Accessible Pedestrian Signal					Public comment
Protected Left-Turn Phasing					Consultant recommendation - safety
Transit Waiting Area Improvements		●			Public comments, pedestrian collision
Public Space Activations/Parklet					Proximity to school
Trail Access					
City Unsignalized Crossing Project					
Agnew At-Grade Crossing Project					
City Safe Routes to School Project					

Project ID	Pedestrian Zone	Location	Roadway Design					Crossing Improvement			
			Curb Extension	Curb Radius Reduction	Parking Restrictions	Modify Skewed Intersection	Right-Turn Slip Lane Removal	High Visibility Crosswalk Marking	Advance Yield/Stop Lines	Curb Ramp	Pedestrian Refuge Island
15	Rivermark Lickmill	Lafayette St / Clyde Ave									
16	Rivermark Lickmill	Lafayette St / Laurie Ave									
17	Rivermark Lickmill	Lafayette St / Aldo Ave									
18	Downtown / University	Monroe St / Fremont St	●					●		●	
19	Downtown / University	Benton St / Jackson St	●							●	
20	Downtown / University	Monroe St / Franklin St									
21	Downtown / University	Jackson St / Franklin St								●	
22	Downtown / University	Monroe St / Homestead Rd								●	
23	Downtown / University	Homestead Rd / Jackson St						●			
24	Downtown / University	Monroe St / Lexington St								●	
25	Downtown / University	Homestead Rd/ Main St	●					●			
26	Downtown / University	Lafayette St / Homestead Rd		●						●	
27	Downtown / University	Lafayette St / Lexington St								●	
28	Downtown / University	El Camino Real / Benton St	●								

Crossing Improvement	Signs, Signals and Signal Timing	Transit	Public Space	City Project	Notes
Pedestrian-Scale Lighting					
Pedestrian Crosswalk Motion Sensor					
Standard Crosswalk					
Decorative Crosswalk					
Straighten/Shorten Crosswalk					
Pedestrian Undercrossing/ Overcrossing					
Traffic Control Study	●				Study Crossing
Leading Pedestrian Interval	●				Study Crossing
"Yield Here to Peds" Sign					Land use
Pedestrian Countdown Timer					
Accessible Pedestrian Signal					
Protected Left-Turn Phasing					
Transit Waiting Area Improvements		●			Walking tour
Public Space Activations/Parklet			●		Public comment
Trail Access					Public comment
City Unsignalized Crossing Project					Land use
Agnew At-Grade Crossing Project					Pedestrian collisions
City Safe Routes to School Project					Pedestrian collisions
					Public comment
					Public comment
					Pedestrian collisions
					Pedestrian collisions, land use
					Land use

Project ID	Pedestrian Zone	Location	Roadway Design					Crossing Improvement			
			Curb Extension	Curb Radius Reduction	Parking Restrictions	Modify Skewed Intersection	Right-Turn Slip Lane Removal	High Visibility Crosswalk Marking	Advance Yield/Stop Lines	Curb Ramp	Pedestrian Refuge Island
29	Downtown / University	El Camino Real / Railroad Ave	●								
30	Downtown / University	El Camino Real / Campbell Ave							●		
31	Downtown / University	Market St / Monroe St									
32	Downtown / University	Market St / Jackson St	●				●	●			
33	Downtown / University	Market St / Main St									
34	Downtown / University	The Alameda / Alviso St	●					●	●		
35	Downtown / University	Monroe St / Bellomy St							●		
36	Downtown / University	Bellomy St / Jackson St			●				●		
37	Downtown / University	Washington St / Bellomy St							●		
38	Downtown / University	Lafayette St / Bellomy St					●				
39	Downtown / University	Bellomy St/ Alviso St			●			●			
40	Downtown / University	El Camino Real / The Alameda		●							
41	Downtown / University	El Camino Real / Portola Ave	●					●			
42	Downtown / University	Lafayette St / Manchester Dr	●					●	●		

	Crossing Improvement						Signs, Signals and Signal Timing						Transit			Public Space			City Project			Notes
	Pedestrian-Scale Lighting	Pedestrian Crosswalk Motion Sensor	Standard Crosswalk	Decorative Crosswalk	Straighten/Shorten Crosswalk	Pedestrian Undercrossing/ Overcrossing	Traffic Control Study	Leading Pedestrian Interval	"Yield Here to Peds" Sign	Pedestrian Countdown Timer	Accessible Pedestrian Signal	Protected Left-Turn Phasing	Transit Waiting Area Improvements	Public Space Activations/Parklet	Trail Access	City Unsignalized Crossing Project	Agnew At-Grade Crossing Project	City Safe Routes to School Project				
		●		●				●		●	●										Public comments, land use, pedestrian collisions	
		●		●				●													Pedestrian collisions, land use	
			●	●						●	●										School walk audit	
																					School walk audit	
							●														School walk audit	
			●																		Proximity to Santa Clara University	
										●	●										School walk audit	
																					School walk audit	
																					Proximity to School	
			●																		School walk audit	
																	●				City Unsignalized Crossing Project	
				●	●																Public comment	
	●						●														Pedestrian collisions	
							●										●				City Unsignalized Crossing Project	

Project ID	Pedestrian Zone	Location	Roadway Design					Crossing Improvement			
			Curb Extension	Curb Radius Reduction	Parking Restrictions	Modify Skewed Intersection	Right-Turn Slip Lane Removal	High Visibility Crosswalk Marking	Advance Yield/Stop Lines	Curb Ramp	Pedestrian Refuge Island
43	Downtown / University	Washington St / Linden Dr	●						●	●	
44	Central	Los Padres Blvd / Benton St								●	
45	Central	Homestead Rd / Los Olivos Dr	●					●	●	●	
46	Central	Homestead Rd / Los Padres Blvd	●						●		
47	Central	Homestead Rd / Scott Blvd								●	
48	Central	Homestead Rd / Viadar Ct	●					●	●	●	
49	Central	Homestead Rd / University St	●					●	●	●	
50	Central	Homestead Rd / Lincoln St	●							●	
51	Central	Lexington St / Winchester Blvd	●						●		
52	Central	Bellomy St / Winchester Blvd		●						●	
53	Central	Saratoga Ave / Bellomy St	●						●		
54	Central	Saratoga Ave / Newhall St		●							
55	Central Park Kiely Blvd	Kiely Blvd / Benton St	●								
56	Central Park Kiely Blvd	Benton St / Sonoma Pl (west)									

	Crossing Improvement						Signs, Signals and Signal Timing						Transit			Public Space			City Project			Notes
	Pedestrian-Scale Lighting	Pedestrian Crosswalk Motion Sensor	Standard Crosswalk	Decorative Crosswalk	Straighten/Shorten Crosswalk	Pedestrian Undercrossing/ Overcrossing	Traffic Control Study	Leading Pedestrian Interval	"Yield Here to Peds" Sign	Pedestrian Countdown Timer	Accessible Pedestrian Signal	Protected Left-Turn Phasing	Transit Waiting Area Improvements	Public Space Activations/Parklet	Trail Access	City Unsignalized Crossing Project	Agnew At-Grade Crossing Project	City Safe Routes to School Project				
							●									●			City Unsignalized Crossing Project			
																			Proximity to park			
							●												Public comments			
								●		●									Pedestrian collision, proximity to school			
												●							Proximity to school			
																●			City Unsignalized Crossing Project			
																●			Proximity to school			
												●							Proximity to school			
							●												Public comment			
													●						Consultant recommendation - safety			
							●												Consultant recommendation - safety			
																			Public comment			
																			School walk audit			
		●																	Proximity to school			

Project ID	Pedestrian Zone	Location	Roadway Design					Crossing Improvement		
			Curb Extension	Curb Radius Reduction	Parking Restrictions	Modify Skewed Intersection	Right-Turn Slip Lane Removal	High Visibility Crosswalk Marking	Advance Yield/Stop Lines	Curb Ramp
57	Central Park Kiely Blvd	Benton St / Sonoma Pl (east)								
58	Central Park Kiely Blvd	Sonoma Pl (mid-block)								
59	Central Park Kiely Blvd	Kiely Dr / Kaiser Dr								
60	Central Park Kiely Blvd	Las Palmas Dr / White Dr								
61	Central Park Kiely Blvd	Las Palmas Dr / Patricia Dr								
62	Central Park Kiely Blvd	Kiely Blvd / Homestead Rd								
63	Central Park Kiely Blvd	Homestead Rd / Central Park Library Entrance								
64	Central Park Kiely Blvd	Homestead Rd / Las Palmas Dr								
65	Central Park Kiely Blvd	San Tomas Expy / Homestead Rd								
66	Central Park Kiely Blvd	Kiely Blvd / Toledo Ave								
67	Central Park Kiely Blvd	Kiely Blvd / Forbes Ave								
68	Central Park Kiely Blvd	Kiely Blvd / Mauricia Ave								
69	Saratoga Creek	Homeridge Park								
70	Saratoga Creek	Pruneridge Ave / Woodhams Rd								

Project ID	Pedestrian Zone	Location	Crossing Improvement					Signs, Signals and Signal Timing					Transit			City Project		Notes
			Pedestrian-Scale Lighting	Pedestrian Crosswalk Motion Sensor	Standard Crosswalk	Decorative Crosswalk	Straighten/Shorten Crosswalk	Pedestrian Undercrossing/ Overcrossing	Traffic Control Study	Leading Pedestrian Interval	"Yield Here to Peds" Sign	Pedestrian Countdown Timer	Accessible Pedestrian Signal	Protected Left-Turn Phasing	Transit Waiting Area Improvements	Public Space Activations/Parklet	Trail Access	
																		City Unsignalized Crossing Project
																		School walk audit
																		Public comments
																		Park connectivity
																		Park connectivity
																		Pedestrian collisions
																		Proximity to school
																		Pedestrian collision
																		Proximity to school
																		Distance between crossings
																		Pedestrian collisions, proximity to school
																		Public comment
																		Proximity to school

Project ID	Pedestrian Zone	Location	Roadway Design					Crossing Improvement			
			Curb Extension	Curb Radius Reduction	Parking Restrictions	Modify Skewed Intersection	Right-Turn Slip Lane Removal	High Visibility Crosswalk Marking	Advance Yield/Stop Lines	Curb Ramp	Pedestrian Refuge Island
71	Saratoga Creek	Pruneride Ave/ Redwood Ave	●	●				●		●	
72	Saratoga Creek	Saratoga Creek Bridge/ Mauricia Ave									
73	Saratoga Creek	Mauricia Ave / Claremont Ave							●	●	
74	Saratoga Creek	Rodonovan Dr / Mauricia Ave								●	
75	Saratoga Creek	Cronin Dr / McKinley Dr	●							●	
76	Saratoga Creek	Stevens Creek Blvd / Cronin Dr								●	
77	El Camino Real West	Cabrillo Ave/ Townsend Ave						●	●	●	
78	El Camino Real West	Warburton Ave / Pomeroy Ave	●								
79	El Camino Real West	El Camino Real / Lawrence SB Ramps		●						●	
80	El Camino Real West	El Camino Real / Lawrence NB Ramps								●	
81	El Camino Real West	El Camino Real / Flora Vista Ave								●	
82	El Camino Real West	El Camino Real / Pomeroy Ave		●		●	●				
83	El Camino Real West	El Camino Real / Alpine Ave		●							
84	El Camino Real West	Granada Ave / Pomeroy Ave									
85	El Camino Real West	Calabazas Blvd / Pomeroy Ave						●			

	Crossing Improvement						Signs, Signals and Signal Timing						Transit			Public Space			City Project			Notes
	Pedestrian-Scale Lighting	Pedestrian Crosswalk Motion Sensor	Standard Crosswalk	Decorative Crosswalk	Straighten/Shorten Crosswalk	Pedestrian Undercrossing/ Overcrossing	Traffic Control Study	Leading Pedestrian Interval	"Yield Here to Peds" Sign	Pedestrian Countdown Timer	Accessible Pedestrian Signal	Protected Left-Turn Phasing	Transit Waiting Area Improvements	Public Space Activations/Parklet	Trail Access	City Unsignalized Crossing Project	Agnew At-Grade Crossing Project	City Safe Routes to School Project				
																					City Unsignalized Crossing Project	
																					Public comment	
																					Public comment	
																					Public comments	
																					Public comment	
																					Pedestrian collision	
																					City SRTS project	
																					Pedestrian collision	
																					Pedestrian collisions	
																					Land use	
																					Pedestrian collisions	
																					Pedestrian collisions	
																					Pedestrian collisions	
																					School walk audit	
																					School walk audit	

Project ID	Pedestrian Zone	Location	Roadway Design					Crossing Improvement			
			Curb Extension	Curb Radius Reduction	Parking Restrictions	Modify Skewed Intersection	Right-Turn Slip Lane Removal	High Visibility Crosswalk Marking	Advance Yield/Stop Lines	Curb Ramp	Pedestrian Refuge Island
86	El Camino Real West	Granada Ave / Flora Vista Ave	●							●	
87	El Camino Real Central	Barkeley Ave / Wade Ave						●		●	
88	El Camino Real Central	Warburton Ave / Saratoga Creek									
89	El Camino Real Central	Warburton Ave / San Tomas Aquino Creek Trail									
90	El Camino Real Central	Scott Blvd / Warburton Ave		●						●	
91	El Camino Real Central	El Camino Real / Kiely Blvd		●			●			●	
92	El Camino Real Central	El Camino Real / San Tomas Expressway									
93	El Camino Real Central	El Camino Real / Los Padres Blvd								●	
94	El Camino Real Central	El Camino Real / Scott Blvd		●		●	●			●	
95	El Camino Real Central	Kiely Blvd / El Sobrante St	●					●	●		
96	El Camino Real Central	Los Padres Blvd / Harrison St	●								
97	El Camino Real Central	Scott Blvd / Harrison St							●		
98	El Camino Real East	El Camino Real / Pierce St						●	●		
99	El Camino Real East	El Camino Real / Lincoln St		●						●	

Crossing Improvement	Signs, Signals and Signal Timing	Transit	Public Space	City Project	Notes
Pedestrian-Scale Lighting					
Pedestrian Crosswalk Motion Sensor					
Standard Crosswalk					
Decorative Crosswalk					
Straighten/Shorten Crosswalk					
Pedestrian Undercrossing/ Overcrossing					
Traffic Control Study					
Leading Pedestrian Interval					
"Yield Here to Peds" Sign					
Pedestrian Countdown Timer					
Accessible Pedestrian Signal					
Protected Left-Turn Phasing					
Transit Waiting Area Improvements					
Public Space Activations/Parklet					
Trail Access					
City Unsignalized Crossing Project					
Agnew At-Grade Crossing Project					
City Safe Routes to School Project					
					Pedestrian collision
					Proximity to school
					Public comments
					Public comments
					Pedestrian Collisions
					Pedestrian collisions, land use
					Public comments
					Public comments
					Public comments, land use
					Pedestrian collision, distance to marked crossings
					Land use
					Public comment, land use
					Land use
					Public comments

Project ID	Pedestrian Zone	Location	Roadway Design					Crossing Improvement			
			Curb Extension	Curb Radius Reduction	Parking Restrictions	Modify Skewed Intersection	Right-Turn Slip Lane Removal	High Visibility Crosswalk Marking	Advance Yield/Stop Lines	Curb Ramp	Pedestrian Refuge Island
100	El Camino Real East	El Camino Real / Monroe St	●	●							
101	El Camino Real East	Monroe St / Warburton Ave	●						●	●	
102	El Camino Real East	El Camino Real / Main St						●	●	●	
103	El Camino Real East	El Camino Real / Lafayette St		●			●			●	
104	El Camino Real East	Alviso St / Harrison St				●	●			●	
105	El Camino Real East	Lafayette St / Caltrain Tracks									
106	El Camino Real East	Jefferson St / Lewis St								●	
107	El Camino Real East	Harrison St/ Madison St	●					●	●	●	
108	El Camino Real East	Monroe St / Harrison St	●						●	●	
109	Scott Monroe	San Tomas Expwy / Monroe St				●	●				●
110	Scott Monroe	Scott Blvd / Monroe St		●			●			●	
111	Scott Monroe	Cabrillo Ave / Menzel Pl									
112	Scott Monroe	Scott Blvd / Cabrillo Ave		●							

Crossing Improvement	Signs, Signals and Signal Timing	Transit	Public Space	City Project	Notes
Pedestrian-Scale Lighting					
Pedestrian Crosswalk Motion Sensor					
Standard Crosswalk					
Decorative Crosswalk					
Straighten/Shorten Crosswalk					
Pedestrian Undercrossing/ Overcrossing					
Traffic Control Study					
Leading Pedestrian Interval					
"Yield Here to Peds" Sign					
Pedestrian Countdown Timer					
Accessible Pedestrian Signal					
Protected Left-Turn Phasing					
Transit Waiting Area Improvements					
Public Space Activations/Parklet					
Trail Access					
City Unsignalized Crossing Project					
Agnew At-Grade Crossing Project					
City Safe Routes to School Project					
					Public comments
					Pedestrian collisions
					Workshop comment
					Consultant recommendation - safety
					Public comment
					Study Crossing
					Public comment, proximity to Senior Center
					Public comment
					Pedestrian collisions, proximity to Senior Center
					Consultant recommendation - safety
					Public comments
					Proximity to school
					Proximity to school

Table 3. High Priority Projects

Location Name	Safety	Comfort	Access	Public Input	Aligns With Other Plans	Cost	Final Score
High Priority Projects							
Spot Improvements							
El Camino Real / Flora Vista Ave	3	1	1	0	1	1	7
El Camino Real / Railroad Ave	3	1	1	1	1	0	7
El Camino Real / Campbell Ave	3	1	0	1	1	1	7
Tasman Dr / Lick Mill Blvd	3	1	1	0	1	1	7
Monroe St / Homestead Rd	2	1	1	0	1	1	6
El Camino Real / Benton St	3	1	1	0	1	0	6
El Camino Real / Halford Ave	3	1	1	0	1	0	6
Kiely Blvd / Homestead Rd	2	2	1	1	0	0	6
El Camino Real / Lawrence Expy SB Ramp	3	1	1	0	1	0	6
Lafayette St / Lexington St	3	1	1	0	0	1	6
Lafayette St / Homestead Rd	2	0	1	1	1	0	5
El Camino Real / San Tomas Expressway	2	1	0	1	1	0	5
Stevens Creek Blvd / Cronin Dr	2	1	0	0	1	1	5
Homestead Rd / Los Padres Blvd	2	1	1	1	0	0	5
Homestead Rd / Las Palmas Dr	2	2	0	0	0	1	5
Monroe St / Franklin St	2	0	1	1	1	0	5
El Camino Real / Alpine Ave	3	0	1	0	1	0	5
Agnew Rd/ Bassett St	3	0	1	0	0	1	5
Homestead Rd / Jackson St	2	1	1	0	1	0	5
Scott Blvd / Monroe St	3	1	0	0	0	1	5
El Camino Real / Kiely Blvd	0	1	1	1	1	0	4
El Camino Real / Pomeroy Ave	2	1	0	0	1	0	4
Scott Blvd / Warburton Ave	3	1	0	0	0	0	4
Pruneridge Ave / Woodhams Rd	2	0	1	0	0	1	4
Monroe St / Harrison St	3	1	0	0	0	0	4
Lafayette St / Manchester Dr	2	1	1	0	0	0	4

Continued

06. Implementation

Location Name	Safety	Comfort	Access	Public Input	Aligns With Other Plans	Cost	Final Score
High Priority Projects							
Kiely Blvd / Forbes Ave	2	1	1	0	0	0	4
Homestead Rd / Central Park Library Driveway	0	2	1	0	0	1	4
Lafayette St / Agnew Rd	3	0	1	0	0	0	4
El Camino Real / Scott Blvd	2	0	1	0	1	0	4
Monroe St / Bellomy St	2	0	1	0	0	1	4
Curb Ramps							
Mc Kinley Drive / Gilbert Avenue	3	2	0	0	1	1	7
Adams Way / Hayes Avenue	3	1	1	0	0	1	6
Madison Street / Franklin Street	2	1	1	0	1	1	6
El Sobrante Street / Via Dondera	3	1	1	0	0	1	6
Forbes Avenue / Clara Vista Avenue	2	1	1	0	0	1	5
Franklin Street / Jefferson Street	0	1	1	1	1	1	5
Los Padres Boulevard / El Capitan Avenue	3	1	0	0	0	1	5
Aldo Avenue / Edward Avenue	2	1	0	0	1	1	5
Mac Gregor Lane / Laurie Avenue	2	1	1	0	0	1	5
Kevin Way / Laurie Avenue	2	1	1	0	0	1	5
Bennett Avenue / Claremont Avenue	0	2	1	0	0	1	4
Mauricia Avenue / Bennett Avenue	0	2	0	0	1	1	4
Woodhams Road / Jenkins Place	0	2	1	0	0	1	4
Michael Way / Mc Kinley Drive	0	2	0	0	1	1	4
Muir Avenue / Mc Kinley Drive	0	2	0	0	1	1	4
Woodhams Road / Mc Kinley Drive	0	2	0	0	1	1	4
Mc Kinley Drive / Brian Lane	0	2	0	0	1	1	4
Hayes Avenue / Mauricia Avenue	0	2	1	0	0	1	4
Kellogg Way / Atherton Drive	0	2	1	0	0	1	4
Mauricia Avenue / Michael Way	0	2	1	0	0	1	4
Woodhams Road / Cameron Way	0	2	1	0	0	1	4
Gibson Court / Gibson Avenue	0	2	1	0	0	1	4
Gibson Avenue / Elmhurst Avenue	0	2	1	0	0	1	4

Continued

06. Implementation

Location Name	Safety	Comfort	Access	Public Input	Aligns With Other Plans	Cost	Final Score
High Priority Projects							
Aspen Drive / Cottonwood Court	0	2	1	0	0	1	4
Stevenson Street / Flannery Street	0	2	1	0	0	1	4
Alexander Avenue / Cornell Drive	0	2	1	0	0	1	4
Cornell Drive / Ridge Road	0	2	1	0	0	1	4
Salberg Avenue / Barcells Avenue	0	2	1	0	0	1	4
Roxbury Street / Manchester Drive	0	2	1	0	0	1	4
Highland Avenue / Highland Court	0	2	1	0	0	1	4
Sunset Drive / Blossom Drive	0	2	1	0	0	1	4
Patricia Drive / Maryann Drive	0	2	1	0	0	1	4
Alpine Avenue / Pacheco Street	2	1	0	0	0	1	4
Washington Street / Lewis Street	2	1	0	0	0	1	4
El Camino Real / 130ft E of Bowers Ave	2	0	0	0	1	1	4
Warburton Avenue / Briarwood Drive	0	1	1	0	1	1	4
Laurie Avenue / Haig Street	2	1	0	0	0	1	4
Flora Vista Avenue / Devos Court	0	1	1	0	1	1	4
Sidewalks							
West Tasman Dr from Lafayette to Calle del Sol	3	1	1	0	1	1	7
Calle del Sol from Calle de Luna to West Tasman Dr	3	1	1	0	1	1	7
Aldo Ave from De La Cruz Blvd to Edward Ave	2	2	0	0	1	1	6
Aldo Ave from Edward Ave to Victor St	2	2	0	0	1	1	6
Edward Ave from Neldo Ave to Aldo Ave	2	1	0	0	1	1	5
Aldo Ave from Woodward Ave to De La Cruz Blvd	0	1	1	0	1	1	4
Victor St from Neldo Ave to Aldo Ave	0	2	0	0	1	1	4
San Tomas Expy from Homestead Rd to San Tomas Expy	3	0	0	0	0	1	4
San Tomas Expy from Homestead Rd to Forbes Ave	2	0	1	0	0	1	4
San Tomas Expy from Warburton Ave to El Camino Real	2	0	0	0	1	1	4

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA
ADOPTING THE CITY OF SANTA CLARA PEDESTRIAN MASTER
PLAN**

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

WHEREAS, in 2017, the City received a Caltrans Sustainable Communities grant totaling \$279,214 to prepare its first Pedestrian Master Plan (the “Plan”);

WHEREAS, after release of a Request for Proposal and review of the proposed Scope of Services, the City Council approved retaining Alta Planning & Design to assist with development of the Plan;

WHEREAS, the Plan has been developed over the past 17 months through a collaborative effort involving the public, the Santa Clara Bicycle and Pedestrian Advisory Committee, the Santa Clara Senior Advisory Commission, and the Santa Clara Americans with Disabilities Act Committee;

WHEREAS, the City conducted significant community outreach to understand the issues or locations where pedestrian opportunities could be enhanced, and this outreach consisted of community meetings, mobile workshops, online surveys, social media, project website, and City Manager’s Blog;

WHEREAS, the Plan provides a vision, goals, objectives, and policies for the improvement of walking in Santa Clara; and its implementation will help Santa Clara achieve its goal of being a healthy and vibrant place to live and work for all ages and abilities and provide for greater local and regional connectivity;

WHEREAS, the Plan is consistent with the goals and policies of the mobility and transportation element of the 2010-2035 General Plan;

WHEREAS, the Plan sets forth a plan for infrastructure improvements and educational programs that will encourage development of a pedestrian friendly environment, promote walking as an alternative mode of travel and a health measure, and enhance pedestrian safety;

WHEREAS, at its October 28, 2019 meeting, the Santa Clara Bicycle and Pedestrian Advisory Committee recommended City Council approve the Plan; and,

WHEREAS, the adoption of the Plan is exempt from California Environmental Quality Act (CEQA) review pursuant to Section 15262 of the California Code of Regulations.

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

1. That the City hereby adopt the Pedestrian Master Plan attached hereto as Exhibit A.
2. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE ____ DAY OF _____, 2020, 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. Pedestrian Master Plan

K:\Engineering\7-Projects\Non-CIP\Pedestrian Master Plan\Agenda Report\City Council RTC\Pedestrian Master Plan Resolution.doc



Agenda Report

20-234

Agenda Date: 2/25/2020

REPORT TO COUNCIL

SUBJECT

Report on Illegal Street Racing and Sideshow Activity [Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure]

BACKGROUND

On April 9, 2019, the City Council considered a request for the review and evaluation of illegal street racing and sideshow activity in the City of Santa Clara. Direction was given to the City Manager to conduct an analysis of the problem and return to City Council with proposed measures to curtail activity including the possible adoption of a new City ordinance. In addition, the Council requested that the Police Department focus on the prevention of illegal activity to the extent existing resources allowed and authorized the City Manager to provide resources as necessary to address the issue.

On April 25, 2019, the City Manager's Office initiated a Statement of Qualifications process to retain a consultant to conduct the analysis of illegal street racing and sideshow activity. The City entered into an agreement with Matrix Consulting Group for these services on June 21, 2019.

At the February 25, 2020 City Council meeting, Matrix Consulting Group will provide Council with an overview of their findings and recommendations for consideration. Their final written report is enclosed as Attachment 1. Staff has reviewed the consultant's recommendations and prepared this report for the purpose of providing Council with staff's analysis on the feasibility of implementing the consultant's recommendations in the City of Santa Clara.

DISCUSSION

Study Methodology and Findings

Matrix Consulting Group conducted an assessment of current street racing and sideshow activity in Santa Clara utilizing a number of different approaches including an analysis of the City's CAD data, on-site interviews with business owners in impacted areas, an online community survey and best practice research.

CAD data - A review of CAD data for the period January 1 through June 30, 2019 was conducted. This data showed a total of 73 calls for service considered to fit the definition of illegal street racing (and reckless driving). Most of the activity occurred between the hours of 2 p.m. and 1 a.m., with the heaviest concentration of calls occurring on Sunday (28% of calls occurring on that day). The CAD data also showed that while illegal street racing is occurring citywide, there are two areas of concentrated activity: 1) Tasman/Lafayette and 2) El Camino Real & Lawrence Expressway.

On-site Interviews - In person surveys were also conducted in the two areas of concentrated activity.

A total of 39 interviews were conducted. Key themes from this input method were: 1) Several businesses in the area of Tasman/Lafayette stated they were more impacted by events at Levi's stadium; and 2) Businesses in this area reported seeing illegal street racing/sideshow activity on the weekends with activity occurring on a regular basis at the intersections of Lafayette Street and Calle de Luna and Lafayette and Calle del Mundo. While onsite, the consultants also conducted an assessment of physical conditions that may be contributing to the concentrated illegal activity such as long straight roadways and two or more travel lanes in the same direction that allow for head to head speed exhibition contests.

Online Community Survey - An online community survey was conducted via the City's website from August 8, 2019 through August 26, 2019. A total of 275 responses were received. Key findings from this survey included: 1) confirmation that activity is occurring on Lafayette; 2) 81% of respondents indicated they did not report activity to the police as they believed response time would be too slow to be effective; and 3) while many individuals reported hearing the activity, few actually observed it happening. Overall, the survey indicated that over 50% of survey respondents had witnessed illegal street racing or an exhibition of speed in the past year.

Consultant Conclusions

Based on their review, Matrix Consulting Group found that:

1. Illegal Street Racing and Sideshow Activity is occurring in the City of Santa Clara.
2. There are two types of Illegal Street Racing activity in Santa Clara - Organized Racing and Spontaneous Street Racing.
3. Spontaneous or unplanned Illegal Street Racing Activity is occurring at a higher frequency than organized activity.
4. Organized activity is mostly concentrated in the area of Lafayette Street and Calle de Luna.
5. Noise is the most common complaint.
6. Residents don't call the Police Department as they believe it will be ineffective.
7. Most survey respondents supported increased enforcement, followed by the use of technology as possible solutions.

Based on these conclusions, Matrix Consulting Group evaluated industry best practices and identified nine recommendations for possible consideration. The next section of this report provides a summary of these recommendations, along with the staff's analysis on the feasibility of implementing those recommendations in the City of Santa Clara.

Recommendation 1

Enact an ordinance to address Illegal Street Racing and Sideshows.

Response to Recommendation 1: Support. Based on Matrix Consulting Group's research of ordinances enacted by other local cities, cities are providing officers more authority to deal with both spectators and participants of the illegal street races and sideshows. Enclosed as Attachment 2 is a proposed ordinance intended to discourage individuals from organizing, participating in, or acting as spectators at, illegal speed contests and reckless driving exhibitions. Should the Council wish to

proceed with this recommendation, staff would finalize the proposed ordinance and return at a future date for introduction and approval of the Ordinance.

Recommendation 2

Develop a strategy to enable speed camera enforcement at the State Assembly.

Response to Recommendation 2: Support. The Santa Clara Police Department has participated in other local and regional collaborations on many issues related to traffic safety and law enforcement activities. Staff will work with counterparts in other agencies and municipalities to continue to monitor State legislation in this area. Staff will also work with our new lobbyists, Townsend, to make sure that Santa Clara's concerns are surfaced in Sacramento and as part of the development of State legislation.

Recommendation 3

Use overtime to address Illegal Street Racing on weekend afternoons/evenings when pre-event intelligence is obtained.

Response to Recommendation 3: Support with modifications. The Police Department has limited overtime resources. As such, implementation of this recommendation would be challenging. As an alternative, while we work to determine whether overtime is feasible as a voluntary assignment, staff would propose other, most cost-effective measures at the direction of Council:

1. Strategic placement of patrol vehicles: Patrol vehicles may serve as a visual deterrent in the areas where racers may congregate. Two patrol vehicles can be placed in each of the concentrated areas on Friday evenings, with pick up of the vehicles on Monday morning by Community Service Officers (CSO). It is anticipated this activity would take approximately four hours per week and would be added to the current CSO duties.
2. Use Police Reserves: The Police Department can reallocate existing resources by utilizing Police Reserves to monitor "hot spots." Police Reserves can be directed to patrol specific areas during times where street racing and sideshow activity is likely to occur based upon this study. There is no financial impact by utilizing this option.
3. Feasibility of CHP Overtime. Regional cities facing sideshow and illegal street racing activity have contracted with the California Highway Patrol (CHP) for supplemental resources on an overtime basis. While costly, the City of Santa Clara could pursue an agreement with the CHP where they would be focused on this activity on targeted nights and supplement law enforcement resources, if they are not available by the Santa Clara Police Department. This option would be entirely dependent on whether the CHP avails itself to resourcing this policy option.

Recommendation 4

Assign street racing cases to the traffic unit for follow up investigations, where possible.

Response to Recommendation 4: Support. As noted in the consultant's report, the biggest challenge is that members of the public are reluctant to report activity. Staff will develop a communications strategy, including working with our new communications consultants to help educate the public on the importance of reporting activity so that follow-up investigations can be assigned.

Recommendation 5

Train officers in a California Highway Patrol (CHP) class on Illegal Street Racing enforcement.

Response to Recommendation 5: Support. Staff will develop a training plan to increase the capacity of trained police officers in this area.

Recommendation 6

Draw attention to the dangers of illegal street activity by using social media and other media PSAs.

Response to Recommendation 6: Support. As noted in the consultant's report, many residents who experienced (witnesses, heard, suspected) illegal street racing or sideshow activity did not report it. Staff will work to develop strategic messaging and/or educational campaign regarding the dangers of illegal street activity which can be delivered by existing social media outlets and resources such as Inside Santa Clara, cable Channel 15, utility bill insert, website, eNotify distribution, social media posts (e.g. Facebook, Nextdoor, Nixle, Twitter), etc. to heighten community awareness. This will be a communications effort that our new communications consultants can lead for the City of Santa Clara.

Recommendation 7

Add street signs to areas where illegal street racing is occurring that notify drivers that it is illegal, actively enforced and that outline potential penalties for illegal street racing.

Response to Recommendation 7: Defer. Staff suggests that this recommendation be deferred to allow staff to evaluate the effectiveness of other low/no cost strategies including the adoption and implementation of a new, applicable City ordinance and the educational campaign to heighten community awareness.

Recommendation 8

Add two additional fixed post ALPR systems with speed measuring on Lafayette north of the golf course pedestrian bridge that crosses Lafayette Street. One system for northbound travel and one for southbound travel.

Recommendation 9

Add two speed activated warning signs in conjunction with the proposed ALPR systems on Lafayette Street. One system for northbound travel and one for southbound travel.

Response to Recommendation 8 and 9: Staff does not support implementation of these recommendations at this time. While the suggested cost provided by the consultant indicates an investment of \$77,000, there may be additional costs related to server and data hosting capacity, potential installation and structural costs, program implementation and monitoring, long-term maintenance and/or replacement costs, as well as legal and public outreach impacts that need to be considered.

Moreover, it is anticipated that the need for technology tools identified in Recommendations 8 and 9 may be offset by future development projects currently in the City's pipeline as noted in the consultant's report:

The area of Lafayette and Calle Del Mundo is slated for re-development as a mixed use residential and commercial project. If /when this project is completed it will change the physical

environment of the area and make it less desirable for organized illegal street racing. The development will bring in residential development that will be next to Lafayette Street which means additional witnesses which will make the area less attractive to illegal street racing. This change in physical environment may dissuade illegal street racing from the area without other intervention.

The City is currently in the process of issuing land use permits for approximately 4,000 new residential units in the area which would significantly change the character of the physical environment near Lafayette. As part of the new development, some changes will also be made to the streets themselves, including a slight reduction in roadway width. Consequently, staff does not support recommendations 8 and 9 at this time.

Conclusion

In summary, staff:

1. Supports Recommendations 1 through 6 which can be implemented with existing resources and/or have a minimal cost impact;
2. Recommends deferral of Recommendation 7; and
3. Proposes that Recommendations 8 and 9 not be implemented.

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

Budget to support the cost of the study was identified in the Police Department's current operating budget. The total not-to-exceed amount for the agreement with Matrix Consulting Group is \$27,900. Should the Council approve the staff recommended items, there would be no additional fiscal impact to the City.

COORDINATION

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

PUBLIC CONTACT

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

ALTERNATIVES

1. Direct staff to prepare a new ordinance amending Santa Clara City Code, Section 10 ("Vehicles and Traffic"), in consideration of consultant study findings, and to implement recommendations 1, 2, 3, 4, 5, and 6 as presented in this report.

2. Any other action as directed by Council.

RECOMMENDATION

Alternative 1: Direct the City Manager to prepare a new ordinance amending Santa Clara City Code, Title 10 ("Vehicles and Traffic"), in consideration of consultant study findings, and to implement recommendations 1, 2, 3, 4, 5, and 6 as presented in this report.

Reviewed by: Daniel Winter, Assistant Chief of Police

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Matrix Consulting Group report "Report on Illegal Street Racing and Sideshow Activity Study", dated February 7, 2020
2. Draft Ordinance

Report on Illegal Street Racing and Side Show Activity Study

SANTA CLARA, CALIFORNIA



February 7, 2020

Table of Contents

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5.	Recommended Solutions	24
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1 Introduction and Executive Summary

The Matrix Consulting Group was retained by the City of Santa Clara to conduct an assessment of Illegal Street Racing and Sideshows and to develop potential solutions. The report which follows presents the results of the study.

In reaching the concluding points of the study, the project team has assembled this final report which summarizes our findings, conclusions and recommendations where appropriate. The following document presents the final report analysis of illegal street racing and sideshows along with recommended solutions. This report relies upon the results of research and by the Matrix Consulting Group project team. The document is organized by specific area of study and contains analysis of each:

- **Assessment of Current Street Racing and Sideshows:** Primary activities include analysis of CAD, Interviews with City Staff and Elected Officials, An Online Community Survey, Targeted Business Outreach, and Interviews with Law Enforcement Agencies. This process was designed to determine the scope of the problem and covered:
 - Is Illegal Street Racing Occurring in Santa Clara?
 - Where is Illegal Street Racing occurring?
 - When is it occurring?
- **Research of Past Local Solutions:**
 - Was it effective?
 - Would it be effective today?
- **Research of Successful Solutions:**
 - What are other communities doing?
 - Would it be effective in Santa Clara?

The project team utilized a number of approaches in order to understand the issues relevant to the study, including the following:

- **On-site interviews** with SCPD staff.
- **Community survey** to solicit feedback from all community members.
- **CAD Data collection** to understand the scope of the problem in order to enable extensive and objective analysis.

This report represents the culmination of this process, presenting the results of our analysis, including specific recommendations for the City of Santa Clara.

The following table provides a comprehensive list of every recommendation made in the report:

Summary of Recommendations			
Rec. #	Legislative		Approximate Option Cost
1.	City Ordinance	Enact an ordinance to address Illegal Street Racing and Sideshows	Staff Time
2.	State Legislature	Develop a strategy to enable speed camera enforcement at the State Assembly.	Staff Time
Enforcement			
3.	Police	Use overtime to address illegal street racing on weekend afternoons/ evenings when pre-event intelligence is obtained.	\$69,600
4.	Police	Assign street racing cases to the traffic unit for follow up investigations, where possible.	Staff Time
5.	Police	Train officers (in a California Highway Patrol (CHP) class) on Illegal Street Racing enforcement.	Staff Time
Public Education			
6.	Social Media	Draw attention to the dangers of illegal street racing by using social media and other media PSAs.	Staff Time
7.	Street Signs	Add street signs to areas where illegal street racing is occurring that notify drivers that it is illegal, actively enforced and that outline potential penalties for illegal street racing.	\$2,800
Technology			
8.	ALPR (Automatic License Plate Readers)	Add two additional fixed post ALPR systems with speed measuring on Lafayette north of the golf course pedestrian bridge that crosses Lafayette Street. One system for northbound travel and one for southbound travel.	\$70,000

Rec. #	Legislative	Approximate Option Cost
9.	Speed Warning Signs	Add two speed activated warning signs in conjunction with the proposed ALPR systems on Lafayette Street. One system for northbound travel and one for southbound travel.

Additional Solution Information		
Redevelopment	The area of Lafayette and Calle De Mundo is slated for re-development as a mixed use residential and commercial project. If /when this project is completed it will change the physical environment of the area and make it less desirable for organized illegal street racing. The development will bring in residential development that will be next to Lafayette Street which means additional witnesses which will make the area less attractive to illegal street racing. This change in physical environment may dissuade illegal street racing from the area without other intervention.	No anticipated direct costs

The body of the report provides greater detail on these recommendations.

2. Assessment of Street Racing and Sideshow Activity

In order to assess current racing and sideshow activity in Santa Clara, the project team utilized CAD data, an online community survey, business outreach and interviews. The results of these different inputs yielded two distinct types of Illegal Street racing which have different impacts on the motoring public. The types of illegal street racing and sideshows activities are defined in the following section.

1. Illegal Street Racing Defined

There are several descriptions of what illegal street racing is from both a legal and ordinance viewpoint. For the purposes of this report the project team is using a basic description of any unauthorized or officially unsanctioned speed contest on a public street.

Illegal street racing can be further defined by how it occurs: Organized and planned by illegal street racing groups and Ad hoc or spontaneous. Each of these types of illegal street racing are unique which would require different strategies to address them from a crime control perspective. The two types of illegal street racing are defined in the following section:

(1) Organized Illegal Street Racing. Organized Illegal Street racing typically has the following characteristics:

- The date, time and location are pre-arranged by a group.
- The races typically occur on weekends.
- Races can be set up in advance so that specific illegal races are matched.
- Spectators are encouraged to attend.
- Organizers assign traffic control roles to insure a clear race route.
- Locations that are chosen are typically remote or in industrial areas with at least two travel lanes in the same direction.
- Participants monitor police radio traffic when possible.
- Organizers often send scouts prior to event to look for potential problems or police patrols.
- Several races are run one after another.

(2) Ad hoc or Spontaneous Illegal Street Racing. Ad hoc or unplanned Illegal Street racing typically has the following characteristics:

- The date, time and location are not pre-arranged by a group and often times the drivers do not know each other.
- A race is started when two or more drivers decide to race with no clear or consistent method for starting or ending the race.
- Racing occurs regardless of other vehicle traffic.

- Locations that are chosen typically have at least two travel lanes in the same direction.
- Participants split up after the race taking different routes.

2. Sideshow Activity

As with illegal street racing there are different descriptions for sideshow activity. For the purposes of this report the project is defining sideshow activity as specifically involving spectators who watch vehicle stunts in an open area. Sideshow activity:

- The date, time and location are pre-arranged by a group and often times the drivers know each other.
- The activity is conducted in open lots, intersections or by blocking roadways with vehicles or people.
- It involves stunts such as “doughnuts” (turning vehicles in tight circles while applying acceleration and drifting (making vehicle slide while turning)).
- Crowds gather to watch the sideshow.
- The activity is often recorded by personal cell phones or video recording equipment for future dissemination on social media.

The variety of the illegal street racing and sideshow activities have implications for public safety and efforts to reduce it.

3. Computer Aided Dispatch (CAD) Data

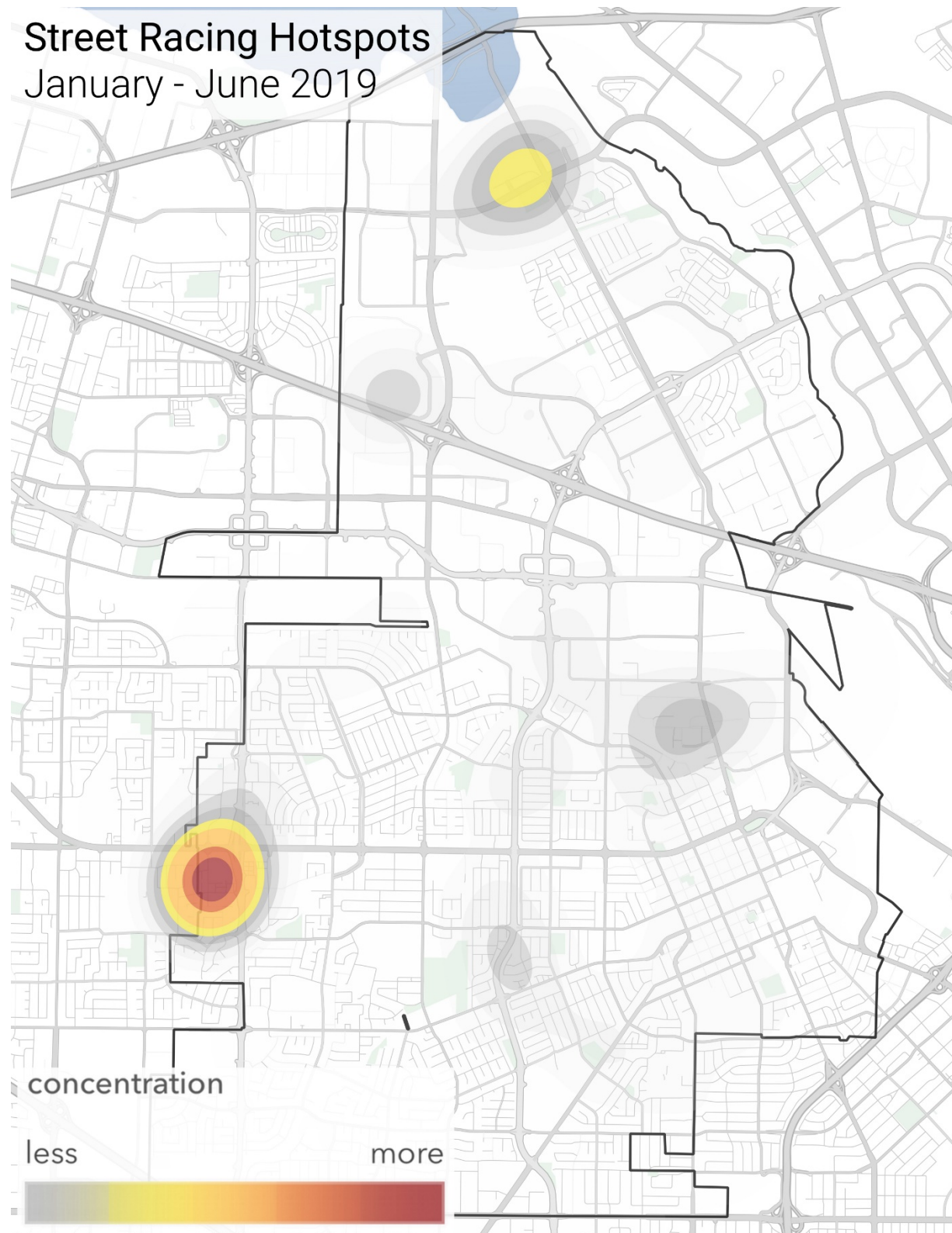
The project team was provided with illegal street racing and sideshow CAD data for City of Santa Clara covering the period of January 1 to June 30, 2019. The data indicated a total of 73 calls for service that could be considered illegal street racing (and reckless driving). A review of the data indicates most activity occurs between 2pm and 1am, with the heaviest concentration of calls occurring on Sunday - with 28% of all calls occurring on that day. The following table shows the calls by hour and day of week:

Hour	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
12am	3	0	1	1	0	1	0	6
1am	0	0	0	0	0	0	0	0
2am	0	0	0	0	0	0	0	0
3am	0	0	0	0	0	1	0	1
4am	0	0	0	0	0	0	0	0
5am	0	1	0	0	0	0	0	1
6am	0	0	0	0	0	0	0	0
7am	0	0	0	0	0	0	0	0
8am	0	0	0	0	0	0	0	0
9am	0	0	0	0	0	0	1	1
10am	0	0	0	0	0	0	0	0
11am	1	0	0	0	0	0	0	1
12pm	1	1	0	1	0	0	0	3
1pm	1	0	0	0	0	0	0	1
2pm	3	1	0	0	0	0	1	5
3pm	1	0	0	0	1	0	2	4
4pm	0	2	0	2	0	0	2	6
5pm	1	1	0	0	0	2	0	4
6pm	1	0	1	2	1	0	2	7
7pm	3	0	1	0	0	1	0	5
8pm	3	0	0	1	0	0	1	5
9pm	1	0	0	1	0	1	3	6
10pm	2	0	1	2	2	2	0	9
11pm	0	0	1	1	2	4	0	8
Total	21	6	5	11	6	12	12	73

As the data also indicates, the most frequent reported time of occurrence is at 10pm. The data when compared with interviews would indicate that not all calls for service are associated with organized illegal street racing. Through the course of our interviews the project team was told that organized illegal street racing occurs mostly between 6pm and 2am Friday through Sunday. This represents a total of 18 CFS or 24% of total calls that would likely be organized illegal street racing. It should be noted that there is no definitive documentation to verify whether all calls for service for illegal racing or reckless driving would be considered illegal organized street racing since that information may not be captured in the call information.

Call for service coordinates from CAD data further indicated that illegal street racing is occurring City wide, but there are also two concentrated areas within the City of Santa Clara. In some cases, the callers report racing in the area so the actual location of

occurrence may be incorrect. The two areas of concentration are at Tasman/Lafayette and El Camino Real and Lawrence Expressway as indicated on the following heat map:



The areas with the highest concentrations are near roadways which have two or more travel lanes going the same direction.

4. Online Community Survey

The online community survey was designed to capture the impact of illegal street racing and sideshows from the community perspective. The survey was posted on the City of Santa Clara website and was available from August 8, 2019 through August 26, 2019. The survey received a total of 275 responses. It should be noted that the survey only collected responses from community members that elected to participate in the survey and therefore may not accurately reflect the opinions of the community as a whole. The questions and responses are summarized in the following section:

Questions regarding whether community members witnessed activity:

Questions	Yes	No
In the last 12 months, have you personally witnessed an illegal street race in Santa Clara?	27.5%	72.5%
In the last 12 months, have you personally witnessed an exhibition of speed in Santa Clara? An exhibition of Speed is the act of accelerating or driving a vehicle at a dangerous speed, in order to show off or make an impression on someone else.	53.9%	46.1%
In the last 12 months, have you personally witnessed a group of people watching drivers performing stunts? Santa Clara?	4.9%	95.1%
Was the activity reported to the Police Department?	18.1%	81.1%

Question regarding where community members have witnessed Illegal Street racing or sideshows:

Question	Residential Neighborhood Area	Business or Manufacturing Area
If you witnessed any of the above activities, which best describes the type of location where it occurred?	73.6%	26.4%

Question regarding what is the type of roadway where Illegal Street racing or sideshows occurred:

Question	Residential Street	Boulevard, Business Route or Major Roadway	Expressway or Bypass	Freeway or Highway
Which best describes the type of roadway where the activity occurred?	44.3%	26.8%	22.8%	6.0%

Question regarding why a community member did not report the activity to police (More than one answer could be provided so percentages are relevant to total of answers provided):

Question	Did not know to call	Concerned about personal Safety	Did not know it was really a problem	Other
If you did not report the activity to police; why not?	23.0%	15.6%	21.3%	54.9%

Questions regarding what community members think should be done to address illegal street racing or sideshows:

Question	Increased Enforcement	Additional City Ordinances	Use of Technology (Photo Radar, etc.)	Physical Changes to the roadway	Other
In your opinion, what is the best way to reduce illegal street racing?	65.7%	13.8%	45.2%	28.0%	19.7%

The survey also provided community members with an opportunity to provide additional feedback. The major themes from the open input were:

- There needs to be alternatives for illegal street racing.
- Illegal street racing and sideshow activity is occurring on Lafayette.
- 81.1% of respondents indicated they did not report illegal street racing related activity to the police because they believe the response will be too slow to be effective.
- Many people reported hearing the activity but did not actually see it occur.
- Some reported that they have reported it or recorded it but no police follow up was completed.
- Some community members do not see it as significant problem.

The community survey was consistent with CAD data in that community members were reporting activity that was consistent with other sources. Overall the survey yielded that

over 50% of community members have witnessed illegal street racing or an exhibition of speed in the last year. Many support increased enforcement and the use of technology to address illegal street racing, though a smaller portion supported additional city ordinances.

5. Business Input

In order to directly solicit input from potentially impacted businesses, the project team used CAD data to identify where the largest concentration of street racing calls for service were occurring. The project team then selected two areas Tasman/Lafayette and El Camino Real and Lawrence Expressway to conduct in person door to door surveys. A total of 39 in person interviews were conducted (20 in the Tasman/Lafayette area and 19 in the El Camino Real and Lawrence Expressway area). Each of the business contacts were asked the same questions, though many gave additional feedback.

The questions and responses are summarized in the following section:

Question	Yes	No
Are you aware of Illegal Street Racing or Sideshows occurring in the area?	82.1%	17.9%
Is your business impacted by it?	17.9%	82.1%

Question	Trash	Blocking Traffic	Noise
If your business is impacted, what is the impact?	12.5%	25%	62.5%

Several businesses provided additional input. The major themes from this input were:

- Several businesses in the area of Tasman/Lafayette St. stated they were more impacted by events at the Levi's stadium. Several stated they find trash and illegal parking as a result of events at the stadium.
- Two businesses in the area of Tasman/Lafayette reported seeing side shows and Illegal street racing when they have come into work during weekends evenings.
- It was reported that sideshow activity occurs on a regular basis in the intersection of Lafayette St and Calle De Luna and at Lafayette and Calle Del Mundo. Also, vehicles conduct "drifting" maneuvers at the east end of Calle Del Mundo.

The business interviews were consistent with CAD data and other information received throughout the course of this project.

6. Community Outreach

At the beginning of the project, the project team conducted a series of interviews with community members, city staff and elected officials. The interviews were conducted to help determine the scope of the issue and to identify other potential stakeholders. The major theme from the interviews were:

- Illegal street racing was occurring throughout the city, but two areas seemed to be most impacted (Lafayette St and Calle De Luna and El Camino Real and the Lawrence Expressway).
- When Lafayette was reduced to one lane north of Calle Del Mundo Illegal Street Racing did not occur.
- One of the biggest impacts was noise.

7. Physical Environment Assessment

Illegal street racing and sideshow activity like other crimes/infractions tend to be place based and occur under similar physical environments. Some crimes are place based and happen only when the physical environmental conditions are present. The project conducted an assessment of the physical environment where current illegal street racing is occurring based on interviews and CAD data. The assessment was to determine if there are environmental conditions that may contribute to illegal street racing and sideshows.

Through the project team interviews with law enforcement officers, it was learned that certain types of physical environment are conducive to illegal street racing and sideshows. The following types of physical environment are more conducive to illegal street racing and sideshow activity:

Illegal Street Racing

- Two or more travel lanes in the same direction to allow for head to head speed exhibition contests.
- Area where there are few open businesses or residences to allow for gathering of participants and to reduce chances that activity will be reported.
- Long straight roadway (1/4 mile plus).
- Multiple escape routes to avoid police.
- Available open lots or a wider street for participants to park and observe.

- Few cross streets or traffic lights.

Sideshows

- Area where there are few open businesses or residences to allow for gathering of participants and to reduce chances that activity will be reported.
- Large open parking lot or wide streets and intersections.
- Multiple escape routes to avoid police.

The above list of environmental factors is not exhaustive, and these types of events have been known to occur in other types of environments as well.

8. Conclusions

Using CAD data, Interviews, Community Surveys and Physical Environment Assessments, the project team has developed some conclusions regarding Illegal Street Racing and Sideshows in Santa Clara. The conclusions are listed below:

- Illegal Street Racing and Sideshow activity is occurring in the City of Santa Clara.
- Spontaneous or unplanned Illegal Street Racing and Sideshow activity is occurring at a higher frequency than organized Illegal Street Racing.
- Organized Illegal Street Racing and Sideshow activity is mostly concentrated in the area of Lafayette St and Calle De Luna.
- There are two types of Illegal Street racing in Santa Clara; organized illegal street racing and spontaneous illegal street racing.
- Noise is the most common complaint.
- Many people don't call the police because they believe it will be ineffective.
- Most people support increased enforcement followed by the use of technology.

Using these conclusions, the project team reviewed potential solutions to address illegal street racing and sideshows.

3. Research on Past Local Solutions

Illegal Street Racing and Sideshows became a community concern in the early 2000's as the number of reported illegal street races and sideshows increased. To address this, several communities enacted legislation to help combat the problem. The City of Santa Clara was among the cities that enacted legislation. The City enacted Ordinance No. 1790 in March of 2004. The ordinance gave specific authority to the police to temporarily close specific streets where illegal street racing and sideshows were occurring. The ordinance had a sunset clause and was not extended beyond 2006.

During the course of our interviews we learned that the ordinance was effective at deterring organized illegal street racing and sideshows but had no effect on ad-hoc illegal street racing. The ordinance listed 22 specific streets/areas by name, however two current areas (El Camino/Lawrence Expressway and Lafayette St.) where there is currently the highest incidence of reported illegal street racing and sideshows were not on the list.

In reviewing the ordinance, the project team noted that while effective at the time, it has some limitations:

- It named specific streets and required a council vote to add additional locations or streets, the manner in which the previous Ordinance was written would not serve the City's residents/businesses in the same manner as it did in 2004.
- This area has been subsequently developed and a temporary street closure of designated streets, between 11pm-5am, to foot and vehicular traffic is unrealistic due to the make-up of the area. In addition, to tow any vehicle left remaining as a result of a street closure would be impactful to residents and businesses who rely on street parking.
- An Ordinance could be effective at deterring organized illegal street racing and sideshows, but has no effect on spontaneous Illegal Street racing.
- Through our interviews we have learned that organized illegal street racing and sideshow participants use multiple locations and plan locations that can be altered.

The project team also researched successful efforts elsewhere. These are described in the next chapter.

4. Research of Successful Solutions

The project team reviewed several sources for possible solutions. The emphasis of our research was to find solutions that had proven to be successful in other jurisdictions. To find potential solutions we relied on of the following resources:

- Interviews with other police agencies.
- Public Input from the online community survey.
- Research of solutions that other cities have implemented.
- Review of studies conducted by Public Safety Organizations and Professional Law Enforcement Organizations.
 - PERF- Police Executive Research Forum
 - IACP – International Association of Chiefs of Police
 - ASEBP – American Society for Evidenced-Based Policing
 - CEBP – Center for Evidenced-Based Policing.
 - Center for Problem Oriented Policing (US DOJ COPS)
 - NATCO - National Association of City Transportation Officials

Though there were several different solutions found, none had been academically researched or proven to be effective through a rigorous scientific process. Solutions generally fell into four main categories: Legislative, Enforcement, Engineering and the use of Technology. Each of the potential solutions are further detailed below.

1. Legislative

(1) Local Ordinances

Several cities have enacted specific city ordinances that address Illegal Street Racing and Side Shows which allow officers more authority in dealing with both spectators and participants. Though legislative solutions have not been thoroughly studied for effectiveness, the project team learned in our interviews that police departments believe effective legislation gives them more tools to address illegal street racing.

One area that municipal ordinances address is the gathering for the organized illegal street racing and sideshows. In these incidents, individuals may be contributing to unsafe acts, but there are limited enforcement tools to address these gatherings.

The project team did not find any relevant municipal ordinances that address spontaneous illegal street racing or side shows. In these instances, officers can rely on several established state laws that are mentioned in the following sections.

The project team reviewed city ordinances from San Jose, San Diego, and Reno, NV. The ordinances have many similarities which are noted in the following:

- They specifically note what qualifies as Illegal Street or Sideshows.
- They give a specific penalty or type of charge.
- They narrow the application of the ordinance to specific acts.

These ordinances give officers an additional tool to address organized illegal street racing and sideshows. The adoption of a similar ordinance for the City of Santa Clara would allow the same deterrent and tool locally which would make Santa Clara a less desirable location to conduct illegal street racing.

(2) California Legislative Assembly

One of potential solutions to address illegal street racing is the use of automated speed enforcement cameras, however it is not a current remedy under California law. In 2017 AB-342 - Automated Speed Enforcement (ASE) was introduced as a “pilot project” law that would have allowed the City of San Jose and The City/County of San Francisco to conduct a pilot project on the use of Automated Speed Enforcement cameras. The bill died during the legislative session. The bill was an important first step in allowing the use of automated speed enforcement cameras in California as earlier legislation that allowed photo red light expressly prohibited the use of speed enforcement cameras.

Though Automated Speed Enforcement is not a current solution, it is one of the few technologies that has been widely studied and found to be effective at reducing speeds and crashes. The technology is used in over 90 cities nationally and many countries.

The Centers for Disease Control (CDC) has compiled some research that has been conducted on speed enforcement cameras. The summary of their findings is listed in the following section:

Speed cameras can reduce crashes substantially. [Decina, Thomas, et al., 2007] reviewed 13 safety impact studies of automated speed enforcement internationally, including one study from a United States jurisdiction. The best-controlled studies suggest injury crash reductions are likely to be in the range of 20 to 25 percent at conspicuous, fixed camera sites. Covert, mobile enforcement programs also result in significant crash reductions area-wide ([L. Thomas et al., 2008]). Prior reviewers also concluded that, although the quality of evidence was not high, speed cameras and speed detection technologies are effective at reducing traffic crashes and injuries ([Pilkington and Kinra, 2005]; [C. Wilson, Willis, Hendrikz, and Bellamy, 2006]). Recent crash-based studies from the United States have reported positive safety benefits

through crash and speed reductions from mobile camera enforcement on 14 urban arterials in Charlotte, NC ([Cunningham, Hummer, and Moon, 2008]), and from fixed camera enforcement on an urban Arizona freeway ([Shin, Washington, and van Schalkwyk, 2009]). (UNC Highway Safety Research Center, 2011, pp. 3-12–3-13).

The Shin et al. (2009) study examined effects of a fixed camera enforcement program applied to a 6.5-mile urban freeway section through Scottsdale, Arizona. The speed limit on the enforced freeway is 65 mph; the enforcement trigger was set to 76 mph. Total target crashes [crashes during nonpeak periods that are materially affected by camera enforcement] were reduced by an estimated 44 to 54 percent, injury crashes by 28 to 48 percent, and property damage only crashes by 46 to 56 percent during the nine month program period. (The program was temporarily suspended, then reactivated; future evaluations may elaborate on the results.) Since analyses found low speeding detection rates during peak travel times, the target crashes (speeding-related crashes) were considered to be those that occurred during non-peak flow periods (weekends, holidays, and non-peak weekdays hours). In addition to the crash reductions, average speed was decreased by about 9 mph and speed variance [a measure related to the range of speeds and the amount of variability around the average speed] was also decreased around the enforced zones. (UNC Highway Safety Research Center, 2011, p. 3-13).

[In addition, an] economic analysis suggested that the total estimated safety benefits [including medical, quality of life, and other costs (emergency responders, insurance, wage loss, household work loss, legal fees, and property damage)] were from \$16.5 [million] to \$17.1 million per year, although other economic impacts were not considered. Another positive finding from this study was that all types of crashes appeared to be reduced, with the possible exception of rear-end crashes, for which effects were non-significant. Thus, there were no obvious trade-offs of decreases in some crash types at the expense of increases in others. The program effects should be considered short-term. There was also very limited examination of spillover effects, including the possibility of traffic or crash diversion to other routes. (UNC Highway Safety Research Center, 2011, p. 3-13).

Pilot project evaluations of speed camera use in the United States have also obtained promising speed reductions from fixed speed cameras on a high-speed, urban freeway in Scottsdale, Arizona ([Retting, Kyrychenko, and McCartt, 2008]), low-speed, school zones in Portland, Oregon (Freedman et al., 2006), and low-speed limit residential streets and school zones in Montgomery County, Maryland ([Retting, Farmer, and McCartt, 2008]). In the latter case, speed reductions attributed to spillover from the automated enforcement program were also observed on unenforced comparison streets ([Retting, Farmer, and McCartt, 2008]). The percentage of speeders was also substantially reduced when police-operated photo radar enforcement vans were present in a work zone on a non-interstate highway in Portland, Oregon, but there was no carry-over when the enforcement was not present (Joerger, 2010). Given that there was no evidence of any accompanying publicity, there was, however, no reason to expect carry-over outside of the enforced periods. Crash and injury outcomes were not evaluated in these studies. (UNC Highway Safety Research Center, 2011, p. 3-13).

As the above research suggests, speed enforcement cameras can be very effective at reducing speeding and accidents. This solution would require advocacy and legislative support before becoming a viable solution that could be years out.

2. Enforcement

During the course of this project, the team reached out to several law enforcement agencies to gain knowledge on how they respond to illegal street racing: The agencies contacted were:

- California Highway Patrol
- Fremont Police Department
- Los Angeles Police Department
- Mountain View Police Department
- Oakland Police Department
- Portland Police Bureau
- San Diego Police Department
- San Jose Police Department
- Sunnyvale Department of Public Safety

The agencies had different approaches to how they responded to illegal racing and sidseshows. The size (and resources) had the largest impact on how these departments attempted to address illegal street racing. Larger agencies tended to conduct proactive missions to locate and disrupt illegal street racing and sidseshows, while smaller agencies tended to be reactive and responded to calls for service. Though agencies highlighted the success of their response, most consider addressing Illegal Street Racing and Sidseshows an ongoing law enforcement concern.

Outside of municipal ordinances, officers have relied on existing California laws such as those listed in the following section:

(1) Driving Offenses

23103.

(a) A person who drives a vehicle upon a highway in willful or wanton disregard for the safety of persons or property is guilty of reckless driving.

(b) A person who drives a vehicle in an off-street parking facility, as defined in subdivision (c) of Section 12500, in willful or wanton disregard for the safety of persons or property is guilty of reckless driving.

(c) Except as otherwise provided in Section 40008, persons convicted of the offense of reckless driving shall be punished by imprisonment in a county jail for not less than five days nor more than 90 days or by a fine of not less than one hundred forty-five dollars (\$145) nor more than one thousand dollars (\$1,000), or by both that fine and imprisonment, except as provided in Section 23104 or 23105.

23109.2.

(a) (1) Whenever a peace officer determines that a person was engaged in any of the activities set forth in paragraph (2), the peace officer may immediately arrest and take into custody that person and may cause the removal and seizure of the motor vehicle used in that offense in accordance with Chapter 10 (commencing with Section 22650). A motor vehicle so seized may be impounded for not more than 30 days.

(2) (A) A motor vehicle speed contest, as described in subdivision (a) of Section 23109.

(2) Spectators and Passengers

23109.

(a) A person shall not engage in a motor vehicle speed contest on a highway. As used in this section, a motor vehicle speed contest includes a motor vehicle race against another vehicle, a clock, or other timing device. For purposes of this section, an event in which the time to cover a prescribed route of more than 20 miles is measured, but where the vehicle does not exceed the speed limits, is not a speed contest.

(b) A person shall not aid or abet in any motor vehicle speed contest on any highway.

(c) A person shall not engage in a motor vehicle exhibition of speed on a highway, and a person shall not aid or abet in a motor vehicle exhibition of speed on any highway.

(d) A person shall not, for the purpose of facilitating or aiding or as an incident to any motor vehicle speed contest or exhibition upon a highway, in any manner obstruct or place a barricade or obstruction or assist or participate in placing a barricade or obstruction upon any highway.

(e) (1) A person convicted of a violation of subdivision (a) shall be punished by imprisonment in a county jail for not less than 24 hours nor more than 90 days or by a fine of not less than three hundred fifty-five dollars (\$355) nor more than one thousand dollars (\$1,000), or by both that fine and imprisonment. That person shall also be required to perform 40 hours of community service. The court may order the privilege to operate a motor vehicle suspended for 90 days to six months, as provided in paragraph (8) of subdivision (a) of Section 13352. The person's privilege to operate a motor vehicle may be restricted for 90 days to six months to necessary travel to and from that person's place of employment and, if driving a motor vehicle is necessary to perform the duties of the person's employment, restricted to driving in that person's scope of employment. This subdivision does not interfere with the court's power to grant probation in a suitable case.

(2) If a person is convicted of a violation of subdivision (a) and that violation proximately causes bodily injury to a person other than the driver, the person convicted shall be punished by imprisonment in a county jail for not less than 30 days nor more than six months or by a fine of not less than five hundred dollars (\$500) nor more than one thousand dollars (\$1,000), or by both that fine and imprisonment.

(f) (1) If a person is convicted of a violation of subdivision (a) for an offense that occurred within five years of the date of a prior offense that resulted in a conviction of a violation of subdivision (a), that person shall be punished by imprisonment in a county jail for not less than four days nor more than six months, and by a fine of not less than five hundred dollars (\$500) nor more than one thousand dollars (\$1,000).

(2) If the perpetration of the most recent offense within the five-year period described in paragraph (1) proximately causes bodily injury to a person other than the driver, a person convicted of that second violation shall be imprisoned in a county jail for not less than 30 days nor more than six months and by a fine of not less than five hundred dollars (\$500) nor more than one thousand dollars (\$1,000).

(3) If the perpetration of the most recent offense within the five-year period described in paragraph (1) proximately causes serious bodily injury, as defined in paragraph (4) of subdivision (f) of Section 243 of the Penal Code, to a person other than the driver, a person convicted of that second violation shall be imprisoned in the state prison, or in a county jail for not less than 30 days nor more than one year, and by a fine of not less than five hundred dollars (\$500) nor more than one thousand dollars (\$1,000).

These laws are effective tools when individuals are actually directly involved in illegal racing but are not as effective with spectators. Officers also responded that they rely on vehicle equipment violations including tinting, lighting and smog control alterations to discourage participation in Illegal Street racing activities.

(3) Enforcement Education

The California Highway Patrol offers a one-day class in policing Illegal Street Racing and Sideshows. The class focuses on current illegal street racing activities and identifies trends and how to successfully enforce existing California laws. The class identifies which laws can be effectively used on illegal street racing activities. The class is free to attend and is offered throughout the year.

(4) Overtime Enforcement Missions

The Santa Clara Police Department has limited capacity to conduct illegal street racing missions due to staffing and other department obligations. One approach to increasing illegal street racing enforcement is the use of overtime missions that are targeted where there is a higher incidence of illegal street racing. Using CAD data and interviews as detailed earlier illegal street racing occurs more frequently during specific time periods and at specific areas which makes targeted enforcement more likely to be successful.

One issue with this solution is the competing demands for other overtime missions and the limited availability of officers to work more overtime. Officers and sergeants are already assigned to other overtime duties in support of Santa Clara University, Levi's Stadium and other assignments.

Another issue with this solution is the cost. In order to staff a mission, the department would need to have at least 2 officers working on overtime for the peak hours of potential illegal street racing which is approximately 6pm to Midnight Friday through Sunday. The cost would be approximately \$4,350 per week or \$226,200 per year as shown in the following tables:

Weekly Cost

Officers Needed	Hours Needed per Week (Six Hours Per Day X 2 Officers)	Overtime Pay Rate	Weekly Cost
2	36	\$120.84	\$4,350

Yearly Cost

Weekly Cost	Approximate number of Weekends	Yearly Cost
\$4,350	52	\$226,200

A drawback to this solution is though there is a pattern of when and where illegal street racing is most likely to occur, there is no guarantee that officers assigned to the mission will find illegal street racing every night nor every weekend even when assigned to specifically look for and respond to illegal street racing activity.

3. Engineering

As previously mentioned, the physical environment has a significant impact on where illegal street racing and sideshows are likely to occur. There are several roadway changes that can be made to reduce the likelihood of illegal street racing occurring; however, most physical changes to the roadway have significant liabilities or other negative impacts. Some potential engineering solutions are listed below:

- **Speed humps and raised platforms** treatments are only appropriate for locations where the speed is 30 mph or less.
- **Gateway infrastructure treatments** indicating a new speed regime e.g. when entering a built-up area, residential areas or school zones from a higher speed or access road.
- **Roundabouts** slow traffic at intersections, positively change the potential impact angle, provide better visibility and provide clarity about traffic flow and the right-of-way.
- **Pavement narrowing** and optical treatments present a feeling or even illusion that the driver is going too fast.

NATCO, the National Association of City Transportation Officials, suggests the following speed reduction mechanisms:

- **Medians** create a pinch point for traffic in the center of the roadway and can reduce pedestrian crossing distances.
- **Chokers or pinch points** restrict motorists from operating at high speeds on local streets and significantly expand the sidewalk realm for pedestrians.
- **Chicanes** slow drivers by alternating parking or curb extensions along the corridor
- **Lane Shifts** – A lane shift horizontally deflects a vehicle and may be designed with striping, curb extensions, or parking.
- **Speed Humps** – Speed humps vertically deflect vehicles and may be combined with a midblock crosswalk.
- **Signal Progression** – Signals timed to a street's target speed can create lower speeds along a corridor.

The above listed engineered speed reduction strategies, though proven effective through studies, would not be appropriate where illegal street racing is concentrated. The areas

of concentration either already have divided medians, lack signals or are main roadways with higher speed limits.

4. Technology

Though there is no technology specifically designed to reduce or mitigate Illegal Street Racing or Sideshows, there is technology used to reduce speeding and crime.

(1) Speed Enforcement Cameras

Speed Enforcement Cameras are growing in use because they are an effective deterrent to speeding. There have been a few studies that have showed their effectiveness. Recently Cedar Rapids, IA has stated the use of Speed Enforcement Cameras have reduced accidents by 62%. As mentioned above The CDC has compiled research that indicates speed enforcement cameras are effective. This solution is not currently viable in California due to current laws.

(2) Speed Activated Warning Signs

Many cities utilize speed activated signs that show the posted speed and the driver's actual speed. Various studies have shown this to be effective at reducing overall speed and limiting crashes. There are no specific studies found that have measured the effectiveness of speed activated warning signs to reduce illegal street racing, however overall studies indicate there is net benefit in the reduction of speed and crashes. Some speed activated warning signs are also equipped with cameras that can record the date, time, location of the excessive speed and take a digital photo of the registration plate and vehicle. This data could be used to initiate an illegal street racing investigation or used for later prosecution if desired.

Speed Activated Warning Signs range in price between \$2,000 and \$5,000 depending on features. Installation and electrical hookup would be an additional cost, though many public works departments have the resources to assist with installation which would reduce costs. There is an additional annual subscription fee of \$1,000 for use of the web accessed database, if desired.

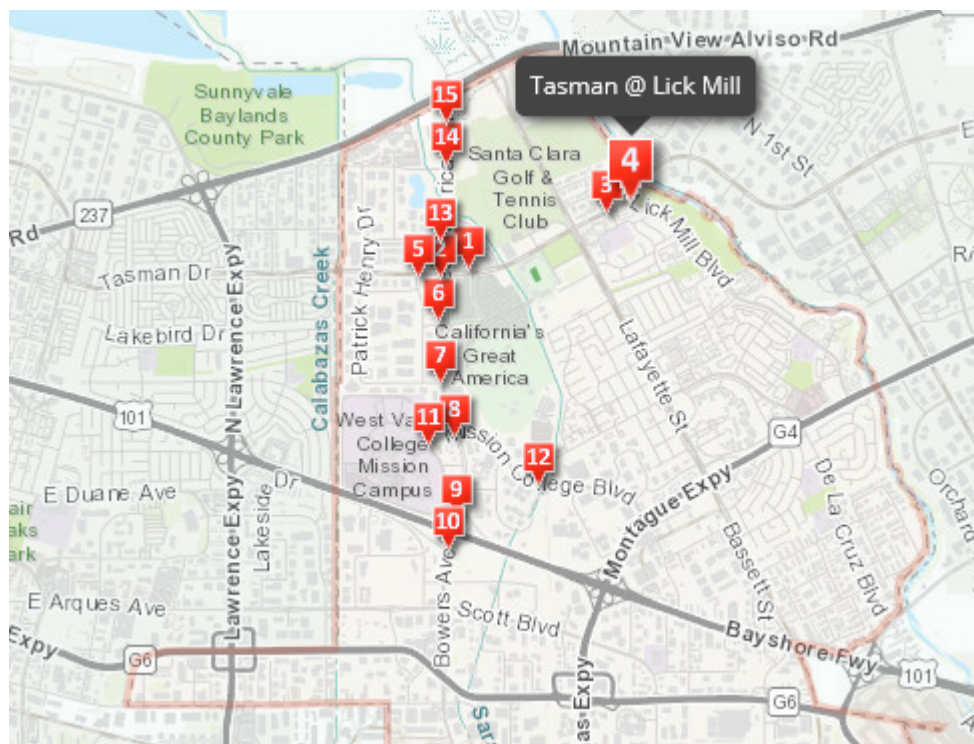
(3) Traffic Cameras

The City of Santa Clara utilizes traffic cameras in numerous locations primarily in the northern part of the city. The locations of existing cameras are:

- Bowers Avenue @ Highway 101 southbound ramp
- Great America Parkway at Highway 101 northbound ramp
- Great America Parkway @ Mission College Boulevard
- Mission College Boulevard @ Mission College Circle

- Great America Parkway @ Patrick Henry
- Great America Parkway @ Old Glory Lane
- Great America Parkway @ Tasman Drive
- Great America Parkway @ Old Mountain View/Alviso Road
- Great America Way @ Great America Parkway
- Tasman Drive @ Convention Center Drive
- Tasman Drive @ Old Ironsides Road
- Tasman Drive @ Calle Del Sol
- Tasman Drive @ Lick Mill Boulevard
- Great America Parkway @ Bunker Hill
- Mission College Boulevard @ Agnew Road
- Mission College Boulevard @ Marriott

Santa Clara Traffic Camera Locations



As can be seen above, the cameras are located north of Hwy 101. The cameras are not located near the areas where there is a higher incidence of illegal street racing. There is no evidence that traffic cameras reduce speeding or illegal street racing, but the evidence captured on the cameras can provide leads for follow up investigations.

Traffic cameras vary greatly in cost, but High Definition Cameras with Infrared Technology are approximately \$2,000 per camera. Each camera can successfully monitor two travel lanes. Though traffic cameras are useful for monitoring traffic flow and recovering video

after the fact, the lack of plate capture data makes them less useful when compared to ALPR (discussed below) because ALPR can capture the event/license plate and send alerts.

(4) Traffic Light Timing

Many cities program traffic lights to reduce congestion. Changing the timing of traffic lights so that they are not all green at the same time or sequencing them so drivers will get a red light at some point can reduce overall traffic speeds for those who obey traffic lights.

This option could work in some areas but would not be effective in the areas identified by CAD data and interviews as most impacted by illegal street racing as there are no existing traffic lights. Additional traffic lights are not needed because there is no cross traffic where a traffic signal would be of use. Additionally, traffic lights increase rear collisions.

(5) Automatic License Plate Readers (ALPR)

Many cities use ALPR to locate suspect/stolen vehicles and to conduct investigations on crimes that have occurred. ALPR units record date, time and location of vehicles as well as capture an image of the plate and vehicle. Some offer speed enforcement options as well. Though ALPR would not likely reduce illegal street racing directly as it is occurring (No research has been conducted on this topic), it could be of substantial benefit in following up on illegal street racing cases. ALPR has programable alerts so that “hits” on the system for certain types of activities can be emailed in real time as they occur. Emails could go to smart phones, dispatch or other devices which could be used to dispatch officers to the location(s) to investigate potential illegal street racing activity. Santa Clara already uses ALPR technology with an existing vendor (Pips Technology) so integration of additional ALPR locations would be less complicated.

To be of benefit for illegal street racing investigations or potential real time alerts, additional fixed post locations would be needed. The systems cost approximately \$30,000 to \$45,000 per intersection on existing traffic signal arms plus installation depending on the number of travel lanes to be monitored. To install additional traffic signals at a four-way intersection costs approximately \$300,000 so this option is much more expensive than adding ALPR to existing traffic signal locations. Adding a pole with arm that is not a traffic signal would cost approximately \$20,000 per pole (adding required electricity not included and varies greatly by pole location).

5. Recommended Solutions

Through our research and interviews, the project team has learned that there is no one effective way to reduce illegal street racing and sideshows. Any solution must involve a variety of treatments. The following are recommendations based on research and interviews:

1. Legislative

The City should adopt a City Ordinance based on ordinances that have been adopted in other jurisdictions to address illegal street racing and sideshows. An ordinance would give officers an additional tool to address “all” participants in illegal street racing and sideshows. A proposed draft ordinance is included on Attachment A. This ordinance is based on the San Jose Illegal Street Racing Ordinance.

Recommendation:

#1. Enact an ordinance to address Illegal Street Racing and Sideshows.

Projected cost: Staff Time, no additional expenditures.

The City should lobby with the State to change existing law to allow for the use of speed enforcement cameras which have been proven effective at reducing speeding and accidents. Based on the results from previous studies, they would most likely be effective at reducing Illegal Street racing, whether it is organized or spontaneous. This should be viewed as a long-term solution.

Recommendation:

#2. Develop a strategy to enable speed camera enforcement at the State Assembly.

Projected Cost: Staff time working with other municipalities, League of California Cities or other organizations.

2. Enforcement

Based on CAD data and interviews, there is ample evidence that organized Illegal Street racing and Sideshows are occurring in the area of Lafayette St and Calle Del Mundo. There is a pattern to the organized street racing and sideshows which would allow the police department to address the issue through extra patrol. Based on current department staffing of the affected zones, routine patrol could also be used; but they would not be able to concentrate their efforts as needed to address the issue in a

sustainable way. In some cases, pre-event intelligence can be developed so that an occasional mission could be organized. Additionally, through CAD data and interviews it was determined that organized illegal street racing occurs only a couple of times a month within Santa Clara.

Some jurisdictions conduct follow-up on known illegal street racers when they have evidence that could be used for court proceedings. By conducting after the fact investigations, the police department could discourage further street racing. Illegal street racers commonly use social media to communicate and any enforcement action, especially after the fact would likely circulate on social media. If Santa Clara is commonly known as a jurisdiction where after the fact investigations are conducted it may dissuade additional illegal street racing in the area.

The California Highway Patrol offers an 8-hour class on addressing illegal street racing and sideshows. The class is free and covers current strategies and laws that can be used to address illegal street racing and sideshows.

Recommendations:

- #3. Use overtime to address Illegal Street racing on weekend afternoons/evenings when pre-event intelligence would suggest it would be beneficial. Based on current information this would be approximately two weekends a month about 8 months a year (Based on interviews less organized illegal street racing occurs during winter months).**

Projected Cost: \$69,600

Assign street racing cases to the traffic unit for follow up investigations where possible.

- #4. Projected Cost: Staff time, no additional expenditures.**
- #5. Train officers (in a CHP class) on Illegal Street Racing enforcement.**

Projected Cost: Staff time, no additional expenditures.

3. Public Education

In the course of interviews and after reviewing comments from the online community survey, it was apparent that many people did not think illegal street racing or sideshows were an issue. This was a surprising finding based on news coverage of several fatalities related to illegal street racing. Educating the public and notifying drivers of the

consequences, may be effective at reducing illegal street racing. Public education along with other solutions has been successful at reducing smoking.

Recommendation:

- #6. Draw attention to the dangers of Illegal Street racing by using social media PSAs.**

Projected Cost: Staff time on existing social media communication platforms, no additional expenditures.

- #7. Add street signs to areas where illegal street racing is occurring that notify drivers that is illegal, is actively enforced and outlines potential penalties for illegal street racing. Signs should be placed at the following four locations: 1-On Lafayette north of Calle De Mundo for northbound travel, 2- On Lafayette south of Great American Way for southbound bound travel, 3- On El Camino Real near Halton St for eastbound travel and 4- El Camino Real near Halton St for westbound travel.**

Projected Cost: Approximately \$2,800 (Based on the need for a total of 4 street signs)

4. Technology

There are two technology solutions that would be of current benefit in addressing illegal street racing: Speed warning signs that are camera and speed measuring equipped and additional fixed post ALPR. The ideal location for these solutions is on Lafayette, north of the golf course pedestrian bridge that crosses Lafayette Street. This location is the approximate mid-point for where illegal street racers currently race. Employing both solutions would give the best anticipated results.

The ALPR option is great as it could be tied into an existing system with a current vendor; however, the ideal location for this solution does not have a current traffic light arm that the system could be attached to; so the costs for this solution is increased.

The Speed Activated Warning Signs are an independent system that does not tie into the current ALPR system but does require a subscription service fee for information retrieval if desired.

Recommendations:

- #8. Add two additional fixed post ALPR systems with speed measuring on Lafayette north of the golf course pedestrian bridge that crosses Lafayette Street. One system for northbound travel and one for southbound travel.**

Projected Costs: \$70,000 to install required poles and ALPR systems to monitor both travel directions- four lanes (Electrical hookup is required as well and not included in cost estimate).

- #9. Add two speed activated warning signs in conjunction with the proposed ALPR systems on Lafayette Street. One system for northbound travel and one for southbound travel.**

Projected Costs: \$7,000 to install required poles and signs

5. Additional Solution Information

The area of Lafayette and Calle Del Mundo is slated for redevelopment as a mixed use residential and commercial project. If/when this project is completed it, will change the physical environment of the area and make it less desirable for organized illegal street racing. The development will bring in residential development that will be next to Lafayette Street which means additional witnesses which will make the area less attractive to illegal street racing. This change in physical environment may dissuade illegal street racing from the area without other intervention.

Attachment – Proposed City Ordinance (Based on San Jose Ordinance 10.50.010)

AN ORDINANCE OF THE CITY OF SANTA CLARA ADDING A NEW CHAPTER XX TO TITLE XX OF THE SANTA CLARA MUNICIPAL CODE TO PROHIBIT SPECTATORS AT STREET RACES AND RECKLESS DRIVING EXHIBITIONS

WHEREAS, the City Council of the City of Santa Clara is the decision-making body for this Ordinance; and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SANTA CLARA:

A new Chapter XX is added to Title XX of the Santa Clara Municipal Code, to be numbered, entitled, and to read as follows:

Chapter XX SPECTATORS PROHIBITED AT STREET RACES AND RECKLESS DRIVING EXHIBITIONS

XX Definitions

The definitions in this Section apply to the following terms as used in this Chapter:

- A. “Street Race” means any motor vehicle speed contest or motor vehicle exhibition of speed referred to in subdivisions (a) and (c) of California Vehicle Code Section 23109, as may be amended.
- B. “Reckless Driving Exhibition” shall mean any exhibition of reckless driving referred to in California Vehicle Code Section 23103, as may be amended.
- C. “Offstreet Parking Facility” is defined in subdivision (c) of California Vehicle Code Section 12500, as may be amended.
- D. “Spectator” shall mean any person who is present at a Street Race or Reckless Driving Exhibition, or the site of the Preparations for either of these activities, for the purpose of viewing, observing, watching, or witnessing the event as it progresses. A “Spectator” includes any person at the location of the event without regard to the means by which the person arrived.
- E. A person is “present” at the Street Race or Reckless Driving Exhibition if that person is within two hundred (200) feet of the location of the Street Race or Reckless Driving Exhibition, or within two hundred (200) feet of the site of the Preparations for either of these activities.

F. "Preparations" for any Street Race or Reckless Driving Exhibition include, but are not limited to, any of the following acts done for the purpose of a Street Race or Reckless Driving Exhibition:

1. One (1) or more motor vehicles and persons have arrived at a predetermined location on a public street or highway or in an Offstreet Parking Facility;
2. One (1) or more persons have gathered on, or adjacent to, a public street or highway;
3. One (1) or more persons have gathered in an Offstreet Parking Facility;
4. One (1) or more persons have impeded the free public use of a public street, highway, or Offstreet Parking Facility by acts, words or physical barriers;
5. One (1) or more motor vehicles have lined up on a public street, highway, or Offstreet Parking Facility with motors running;
6. One (1) or more drivers is revving a motor vehicle's engine or causing the motor vehicle's tires to spin; or
7. A person is standing or sitting in a location to act as a race starter.

XX Spectators Prohibited at Street Races and Reckless Driving Exhibitions

A. It shall be unlawful for any person to:

1. Be knowingly present as a Spectator at a Street Race conducted on a public street or highway; or
2. Be knowingly present as a Spectator at a Reckless Driving Exhibition conducted on a public street or highway or in an Offstreet Parking Facility.

B. It shall be unlawful for any person to:

1. Be knowingly present as a Spectator where Preparations are being made for a Street Race conducted on a public street or highway; or
2. Be knowingly present as a Spectator where Preparations are being made for a Reckless Driving Exhibition conducted on a public street or highway or in an Offstreet Parking Facility.

C. Nothing in this Section prohibits peace officers or their agents who are acting in the course of their official duties from being Spectators at a Street Race or Reckless Driving Exhibition or Spectators at the location of Preparations for either of these activities.

XX Relevant Circumstances to Prove a Violation

A. Notwithstanding any other provision of law, to prove a violation of this Chapter, admissible evidence may include, but is not limited to, any of the following:

1. That the person charged has previously participated in or been a Spectator at a Street Race or Reckless Driving Exhibition;
2. That the person charged has previously aided and abetted Street Racing;
3. That the person charged has previously attended a Street Race or Reckless Driving Exhibition; or
4. That the person charged was previously present at a location where Preparations were being made for a Street Race or Reckless Driving Exhibition, or where a Street Race or Reckless Driving Exhibition was in progress.
5. Evidence of these prior acts may be admissible, to the fullest extent permissible by law, to show the opportunity, intent, plan, knowledge, identity, or the absence of a mistake or accident, or propensity of the defendant to be present at or attend a Street Race or a Reckless Driving Exhibition if the prior act or acts occurred within three (3) years of the presently charged offense. These prior acts may always be admissible to show knowledge on the part of the defendant that a Street Race or a Reckless Driving Exhibition was taking place.

B. In addition to the circumstances set out in subsection A. above, and notwithstanding any other provision of law, to prove a violation of this Chapter, admissible evidence may also include, but is not limited to, any of the following:

1. The time of day;
2. The nature and description of the Scene, including the number and configuration of traffic lanes;
3. The number of people at the Scene;
4. The location of the person charged in relation to any person or group of persons present at the Scene;
5. The number and descriptions of motor vehicles at the Scene;
6. That the motor vehicles at the Scene have been modified or altered to increase power, handling, or visual appeal;
7. That the person charged drove or was transported to the Scene.

C. For purposes of subsection B. above, “Scene” refers to the location of the Street Race or Reckless Driving Exhibition or the location of the Preparations for the Street Race or Reckless Driving Exhibition.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF SANTA CLARA,
CALIFORNIA, ADDING A NEW CHAPTER 10.06
("SPECTATORS PROHIBITED AT ILLEGAL SPEED
CONTESTS AND RECKLESS DRIVING EXHIBITIONS" TO
TITLE 10 ("VEHICLES AND TRAFFIC") OF "THE CODE OF
THE CITY OF SANTA CLARA, CALIFORNIA"**

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

WHEREAS, pursuant to California Vehicle Code section 23109, motor vehicle speed contests (more commonly referred to as street racing or drag racing) conducted on public streets and highways are illegal;

WHEREAS, pursuant to California Vehicle Code section 23103, operating a motor vehicle with willful or wanton disregard for the safety of persons or property (such as at events commonly referred to as "sideshows") constitutes illegal reckless driving;

WHEREAS, such street racing and reckless driving threatens the health and safety of the public, interferes with pedestrian and vehicular traffic, creates a public nuisance, and interferes with the right of private business owners to enjoy the use of their property within the City;

WHEREAS, streets and areas within the City of Santa Clara have been the site of continuing illegal speed contests and reckless driving exhibitions;

WHEREAS, racers and spectators tend to gather on these streets, blocking the streets and sidewalks to traffic, forming a racetrack area, video recording the activity for publication whether on social media or otherwise, and in other ways encouraging, advertising, aiding and abetting the racing process;

WHEREAS, the mere presence of spectators at these events fuels the illegal street racing and reckless driving activities and creates an environment in which these illegal activities

can flourish;

WHEREAS, this Ordinance is focused on a clear and limited population of people, and provides proper notice as to what activities are unlawful;

WHEREAS, it is the City Council's purpose and intent in adopting this Ordinance to discourage the act of organizing and participating in illegal speed contests and reckless driving exhibitions, by discouraging attendance and spectating at such events; and

WHEREAS, the City Council finds it necessary in the exercise of its powers to protect the health, safety and welfare of the residents of the City, to prohibit spectating at illegal speed contests and reckless driving exhibitions, as described below.

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

SECTION 1: That a new Chapter 10.06 ("Spectators Prohibited at Illegal Speed Contests and Reckless Driving Exhibitions") is added to Title 10 ("Vehicles and Traffic") of "The Code of the City of Santa Clara, California" to read as follows:

"Chapter 10.06

SPECTATORS PROHIBITED AT ILLEGAL SPEED CONTESTS AND RECKLESS DRIVING EXHIBITIONS

Sections:

- 10.06.010 Definitions.
- 10.06.020 Spectators Prohibited at Speed Contests and Reckless Driving Exhibitions.
- 10.06.030 Relevant Circumstances to Prove a Violation.
- 10.06.040 Enforcement.

10.06.010 Definitions.

The definitions in this Section apply to the following terms as used in this Chapter:

- (a) "Offstreet Parking Facility" shall have the same definition as in subdivision (c)

of California Vehicle Code Section 12500, as may be amended or renumbered.

(b) “Preparations” for any Speed Contest or Reckless Driving Exhibition include, but are not limited to, any of the following acts done for the purpose of organizing, conducting, participating in, or acting as a Spectator at, a Speed Contest or Reckless Driving Exhibition:

(1) Two (2) or more motor vehicles and persons have arrived at a predetermined location on a public street or highway or in an Offstreet Parking Facility;

(2) Two (2) or more persons have gathered on, or adjacent to, a public street or highway, or in an Offstreet Parking Facility;

(3) Two (2) or more persons have impeded the free public use of a public street, highway, or Offstreet Parking Facility by acts, words or physical barriers, in furtherance of the event;

(4) Two (2) or more motor vehicles have lined up on a public street, highway, or Offstreet Parking Facility with motors running;

(5) One (1) or more drivers is revving a motor vehicle’s engine or causing the motor vehicle’s tires to spin (e.g. sideshow activity and/or speed contest); or

(6) A person is present to act as a race starter.

(c) “Reckless Driving Exhibition” shall mean any exhibition of reckless driving referred to in California Vehicle Code Section 23103, as may be amended or renumbered.

(d) “Spectator” shall mean any person who is present at a Speed Contest or Reckless Driving Exhibition, or at the site of the Preparations for either of these activities, knowingly and deliberately for the purpose of viewing, observing, watching, or witnessing the event as it progresses. A “Spectator” includes any person at the location of the event

without regard to the means by which the person arrived. A person is “present” at the Speed Contest or Reckless Driving Exhibition if that person is within two hundred (200) feet of the location of the Speed Contest or Reckless Driving Exhibition, or within two hundred (200) feet of the site of the Preparations for either of these activities.

(e) “Speed Contest” means any motor vehicle speed contest or motor vehicle exhibition of speed referred to in California Vehicle Code Section 23109, as may be amended or renumbered.

10.06.020 Spectators Prohibited at Speed Contests and Reckless Driving Exhibitions.

(a) It shall be unlawful for any person to:

(1) Be knowingly present as a Spectator at a Speed Contest conducted on a public street or highway; or

(2) Be knowingly present as a Spectator at a Reckless Driving Exhibition conducted on a public street or highway or in an Offstreet Parking Facility; or

(3) Be knowingly present as a Spectator where Preparations are being made for a Speed Contest conducted on a public street or highway; or

(4) Be knowingly present as a Spectator where Preparations are being made for a Reckless Driving Exhibition conducted on a public street or highway or in an Offstreet Parking Facility.

(b) Nothing in this Section prohibits peace officers or their agents who are acting in the course of their official duties from being Spectators at a Speed Contest or Reckless Driving Exhibition or Spectators at the location of Preparations for either of these activities.

10.06.030 Relevant Circumstances to Prove a Violation.

Notwithstanding any other provision of law, to prove a violation of this Chapter, admissible evidence may include, but is not limited to, any of the following:

(a) The nature of and circumstances surrounding the incident, and the nature of a subject individual's participation in or spectating at an incident, including such factors as the time of day, description of the scene, number of people and/or vehicles present, location of the individual charged relative to the involved vehicles, and actions taken by the individual charged (including photography or videography, reporting to authorities, etc.); or

(b) That the person charged has previously participated in, or been a Spectator at, a Speed Contest or Reckless Driving Exhibition; or

(c) That the person charged has previously aided and abetted a Speed Contest or Reckless Driving Exhibition; or

(d) That the person charged was previously present at a location where Preparations were being made for a Speed Contest or Reckless Driving Exhibition; or

(e) Evidence of these prior acts may be admissible, to the fullest extent permissible by law, to show the opportunity, intent, plan, knowledge, identity, or the absence of a mistake or accident, or propensity of the defendant to be present as a Spectator at a Speed Contest or a Reckless Driving Exhibition if the prior act or acts occurred within three (3) years of the presently charged offense. These prior acts may always be admissible to show knowledge on the part of the defendant that a Speed Contest or a Reckless Driving Exhibition was taking place at the time of the presently charged offense. Prior acts are not limited to those that occurred within the City of Santa Clara.

10.06.040 Enforcement.

(a) Pursuant to SCCC 1.05.070, the City, in the exercise of its prosecutorial discretion, may enforce violation(s) of the provisions of this Chapter as a criminal, civil, and/or administrative action.

(b) If the violation is prosecuted as an administrative citation pursuant to SCCC Chapter 1.10, the penalties for a violation of this chapter shall be as follows:

(1) Penalty for the first violation shall be \$500.

(2) Penalty for the second and each subsequent violation within a 3-year period shall be \$1,000.

SECTION 2: Ordinances Repealed. With exception of the provisions protected by the savings clause, all ordinances (or parts of ordinances) in conflict with or inconsistent with this ordinance are hereby repealed.

SECTION 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.”

PASSED FOR THE PURPOSE OF PUBLICATION this _____ day of _____, 2020, by the following vote:

AYES:

COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST:

NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA



City of Santa Clara

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Santa Clara, CA 95050
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Agenda Report

20-96

Agenda Date: 2/25/2020

REPORT TO COUNCIL

SUBJECT

Update on City Council and Stadium Authority Staff Referrals [Council Pillar: Enhance Community Engagement and Transparency]

BACKGROUND AND DISCUSSION

During Council and Stadium Authority meetings, the City Council or Stadium Authority Board provide direction on policy issues or refer information requests to staff for follow-up.

The purpose of the City Council and Stadium Authority Referrals Update is to provide the City Council/Stadium Authority Board and the public a current status report. Completion of the referrals may be communicated by various means such as: Report to Council, Information Memorandum provided through a Council Agenda, City Manager Biweekly Report/Blog, or a City Manager/Executive report out during a future Council meeting.

The Referrals list will be published in the Council agenda packet under the "City Manager/Executive Director Report" section of the Council Agenda. Reports will include both open and closed referrals.



**City of
Santa Clara**
The Center of What's Possible

**CITY COUNCIL AND STADIUM AUTHORITY STAFF REFERRALS
FOR FOLLOW-UP/ACTION**
Updated 2/14/20



	Date Assigned	Source	Referral Description	Assigned Department	Projected Completion	Completed
1.	2/11/20	Council Meeting	Written Petition Received from Alan Todd Bevis Regarding Calming Traffic and Noise/Side Show Activity Along Briarwood Drive – staff to return with a report on 3/31/20	Public Works	3/31/20	
2.	2/11/20	Council Meeting	Update and Direction on Commercial Cannabis-Related Items – staff to return with an Ordinance to ban commercial cannabis	City Manager/ City Attorney	April 2020	
3.	2/11/20	Council Meeting	Discussion and Direction on the Santa Clara Tourism Improvement District (TID) Assessment Formula and Transient Occupancy Tax – staff to return with a district management plan reflecting a 1.5% TID assessment with option to increase to 2% as more information about alternate funding is received	City Manager/ Finance	TBD	
4.	1/31/20	Council Priority Setting Session	Public Works to prepare a letter for Mayor to send to Chappie Jones (a positive letter requesting San Jose to keep the City informed if they have specifics on an Innovation Zone project for Santa Clara to consider that does not impact residents)	Public Works	TBD	2/12/20
5.	1/28/20	Council Meeting	Return in March with a Resolution in support of 2020 Census	City Manager	March 2020	
6.	1/28/20	Council Meeting	Respond via City Manager's Biweekly Report when the information on alternate leasing plan for department stores at Related Santa Clara Project will return to Council	City Manager	TBD	
7.	1/28/20	Council Meeting	VTa Transit Oriented Communities referred to Council Priority Setting Session on 1/30 and 1/31 to provide information on staff impact. (At the Priority Setting Session, Council requested that staff schedule a study session.)	City Manager/ Public Works	TBD	
8.	1/14/20	Council Meeting	Communications Consultant Agreements – Staff to add language to agreements to have agreements reviewed annually	City Manager	TBD	1/29/20
9.	12/17/19	Council Meeting	Initiate discussions with Santa Clara Unified School District regarding Healthier Kids Foundation services (staff met with SCUSD on 2/5/20 to initiate discussions; will return to Council in June with a transition plan)	Parks & Rec/ City Manager	June 2020	
10.	12/10/19	Council Meeting	Add labor peace provision to GreenWaste Agreement	Public Works	2/28/20	
11.	12/3/19	Council Meeting	Regarding Council Policy 030 – Adding an Item on the Agenda – return to Council with an amended policy replacing the word consensus with Council action	City Attorney/ City Manager	2/11/20	2/11/20
12.	11/19/19	Council Meeting	Exclusive Negotiations Agreement with Republic Metropolitan LLC for the site located at 500 Benton Street – return to Council in 120 days with a term sheet, a drinking well study and discussion on the preservation of historical railroad property	City Manager	March 2020	
13.	11/12/19	Council Meeting	Provide a comparison of the district assessment/TOT with other cities – are there other cities that also have the same type of district assessment? What are the Pros	City Manager	2/11/20	2/11/20



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FOR FOLLOW-UP/ACTION**
Updated 2/14/20



	Date Assigned	Source	Referral Description	Assigned Department	Projected Completion	Completed
			and Cons of the TID assessment change taking into consideration overall TOT? How do the TID Hotels feel about an increase in TOT (potentially 3%)			
14.	11/12/19	Council Meeting	Destination Marketing Organization – Report back to Council in 90 days regarding CEO search; include detailed timeline for hiring of CEO	City Manager	2/11/20	2/11/20
15.	11/12/19	Council Meeting	Provide update on the International Association of Science Parks (IASP) Conference in 2021 to the Economic Development, Communications and Marketing Committee	City Manager	Fall 2020	
16.	11/5/19	Council Meeting	Schedule a Study Session regarding the pros and cons of General Obligation (GO) bonds and parcel tax	Finance	2/11/20	2/11/20
17.	10/29/19	Council Meeting	Regarding GIS system, provide biannual updates via the City Manager/Executive Director Report at Council meeting	IT	April 2020	
18.	10/29/19	Council Meeting	Provide options for the \$750,000 commitment from Levy for community enrichment	City Manager	March 2020	
19.	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	
20.	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	February 2020	
21.	9/24/19	Council Meeting	Staff to review the potential for rebates for the purchase of electric bicycles	SVP	Spring 2020	
22.	9/24/19	Council Meeting	Staff to review the Ordinance and enforcement of illegal street food vendors	Police	Spring 2020	
23.	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	2/25/20	
24.	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	March 2020	
25.	7/9/19	Council Meeting	Update on age-friendly activities per commission annual Work Plan	Parks & Rec	February 2020	
26.	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	
27.	4/30/19	Council Meeting	Number of public transit riders for large stadium events	49ers Stadium Manager	TBD	
28.	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	



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**CITY COUNCIL AND STADIUM AUTHORITY STAFF REFERRALS
FOR FOLLOW-UP/ACTION**
Updated 2/14/20



	Date Assigned	Source	Referral Description	Assigned Department	Projected Completion	Completed
29.	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	2/10/20	2/10/20
30.	4/9/19	Council Meeting	Street Racing and Sideshows: take steps to make the 2004 ordinance operative and increase enforcement within existing resources	Police	2/25/20	
31.	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	City Manager	March 2020	
32.	10/9/18	Council Meeting	Dedicate Jerry Marsalli Community Center at grand opening of the facility	Parks & Rec	Spring 2020	
33.	10/2/18	Council Meeting	Amend sign ordinance to prohibit signs on public property	Parks & Rec/ City Attorney	Spring 2020	
34.	7/10/18	Council Meeting	Annual update on PD community engagement efforts	Police	Spring 2020	
35.	3/13/18	Council Meeting	Develop a Stadium Authority Financial Reporting Policy in conjunction with the Stadium Authority Auditor and the external auditor	Finance	August 2020	



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FOR FOLLOW-UP/ACTION
Updated 2/14/20



	Date Assigned	Source	Referral Description	Assigned Department	Projected Completion	Completed	Resolution
1.	1/14/20	Council Meeting	Michael Fisher spoke during Public Comment about a small development project he undertook at his residence on Civic Center Drive. He had complaints about the process and the requirements that were placed on the project. (Assistant City Manager Manuel Pineda and Public Works Director Craig Mobeck met with Mr. Fisher on 1/24/20; City Manager provided a verbal report at the 1/28/20 Council Meeting; Assistant City Manager Manuel Pineda will follow up with a letter to Mr. Fisher.)	City Manager/ Public Works	February 2020	2/4/20	2/4/20 a letter was sent to Mr. Fisher; he continues to correspond with staff via email
2.	6/4/19	Council Meeting	Councilmember O'Neill to provide more clarity on Innovation Zone referral (on 11/19/19 Council deferred this item to the January Council Priorities and Goal Setting Sessions).	City Manager	1/30 – 1/31/20	1/31/20	Discussed at Council Priority Setting Session
3.	1/14/20	Council Meeting	Architectural Review Ordinance – Continued to add new language to Ordinance for certain projects that would trigger Public Hearing	City Attorney/ Community Development	1/28/20	1/28/20	Reported at Council Meeting
4.	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	January 2020	1/14/20	Reported at Council Meeting
5.	12/10/19	Council Meeting	False Alarm Ordinance – Continue item to 1/14/20 for staff to conduct broader public outreach and gather public input	Police/ City Attorney	1/14/20	1/14/20	Reported at Council Meeting
6.	12/10/19	Council Meeting	False Alarm Ordinance – Police Department to follow up with resident regarding financial assistance for fees	Police	1/14/20	1/14/20	Reported at Council Meeting
7.	12/17/19	Council Meeting	Community Room Study Session – Continue item to 1/14/20 and return with responses to Suds Jain's questions regarding reservation process, rates for facilities at Oracle and houses across the street behind Triton, and provide a master list of facilities and who to contact for reservation	Parks & Rec/ City Manager	1/14/20	1/14/20	Reported at Council Meeting
8.	9/18/19	Economic Development, Communications and Marketing	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	January 2020	1/9/20	Letter sent from City Manager to All Vision on 1/9/20; Memo to Council



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		Committee					from City Attorney on 1/9/20
9.	12/3/19	Council Meeting	Provide a verbal report to Council under the City Manager/Executive Director section of the agenda on the status of contracting for the addition of a noise monitoring device for airport noise	City Manager	TBD	12/18/19	Email sent to Council from City Manager on 12/18/19
10.	4/23/19	Council Meeting	Children's Health Screening Service Model: statistics on case management and procurement of services	Parks & Rec	12/17/19	12/17/19	Reported at Council Meeting
11.	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	12/17/19	12/17/19	Reported at Council Meeting
12.	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	12/10/19	Reported at Council Meeting
13.	11/5/19	Council Meeting	Regarding the request to annex two hotel parcels (AC Hotel and Element Hotel) into the Community Facilities District, staff to report via the City Manager's Biweekly Report/Blog the estimated revenue from the special Transient Occupancy Tax	Finance	12/6/19	12/6/19	Biweekly Report
14.	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	12/2/19	EDCM Committee Meeting (RTC 19-1330)
15.	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	11/22/19	Letter sent to KPMG by Finance
16.	9/5/19	Governance Session	Discuss framework for January 2020 Council Priority Setting Session	City Manager	11/21/19	11/21/19	Discussed at Governance and Ethics Committee Meeting
17.	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	Finance	11/19/19	11/19/19	Reported at Council Meeting



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	Date Assigned	Source	Referral Description	Assigned Department	Projected Completion	Completed	Resolution
			feedback forms and studying the marginal costs) and Nonprofit Room Rental Fees Rates, and Unit or Plot Costs for the Cemetery				
18.	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 (in lieu of a Biweekly Report, staff prepared a Report to Council)	Police	11/19/19	11/19/19	Reported at Council Meeting
19.	10/29/19	Council Meeting	City Manager to provide information on IASP Conference held in Nantes, France	City Manager	11/12/19	11/12/19	Reported at Council Meeting
20.	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	11/12/19	Reported at Council Meeting
21.	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	11/5/19	11/5/19	Reported at Council Meeting
22.	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	11/1/19	Biweekly Report
23.	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	Reported at Council Meeting
24.	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	Reported at Council Meeting
25.	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	10/29/19	Council Meeting Closed Session
26.	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	Reported at Council Meeting



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	Date Assigned	Source	Referral Description	Assigned Department	Projected Completion	Completed	Resolution
27.	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	Updates to Council will be ongoing
28.	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	Ongoing process to implement paperless agenda
29.	9/17/19	Council Meeting	Complete community outreach for garbage contracts	Public Works	TBD	10/9/19	Email to Council on 10/9/19 re: community engagement efforts
30.	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	Reported at Council Meeting
31.	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	Reported at Council Meeting
32.	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
33.	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
34.	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
35.	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
36.	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
37.	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	City Manager/ City Clerk	9/13/19	9/13/19	Incorporated into Grand Jury response letter



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			inquiring why has the City of Santa Clara been targeted				
38.	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
39.	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
40.	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
41.	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
42.	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
43.	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
44.	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
45.	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
46.	5/21/19	Council Meeting	Provide additional public information/outreach on Hauling and Recyclable items	Public Works	June 2019	5/31/19	Biweekly Report
47.	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
48.	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
49.	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



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50.	5/22/18	Council Meeting	Review children at dog park signs	Public Works	June 2019	5/21/19	Reported at Council Meeting
51.	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
52.	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
53.	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
54.	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
55.	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
56.	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
57.	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
58.	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
59.	3/26/19	Council Meeting	List of Measure A funded projects	Community Development	4/19/19	4/5/19	Biweekly Report
60.	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
61.	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
62.	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



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63.	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
64.	12/4/18	Council Meeting	Quarterly SVP Strategic Plan Report	SVP	3/26/19	3/26/19	Reported at Council Meeting
65.	2/19/19	Council Meeting	Trash and RV parking along Hope Drive	Police/ Public Works	3/8/19	3/8/19	Biweekly Report
66.	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
67.	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
68.	2/5/19	Council Meeting	Convention Center Transition Reports	City Manager	3/5/19	3/5/19	Council Meeting Verbal Report
69.	2/5/19	Council Meeting	Anti-Smoking Ordinance: Work with the Apartment Association to develop a condensed version of the ordinance attached to leases (Information Report)	City Attorney	Apr 2019	3/5/19	CAO completed 3/5/19; developed 2-sided 1-pager version of ordinance; shared with CA Apt. Assn.
70.	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
71.	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
72.	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
73.	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
74.	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
75.	12/11/18	Council Meeting	Provide General Fund Revenue Strategy Options	Finance	1/31/19	1/31/19	Priority Setting Session



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76.	1/19/18		Present employees' residence data	Human Resources	1/31/19	1/31/19	Priority Setting Session
77.	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
78.	1/15/19	Council Meeting	Enforcement of Sidewalk Vendors vs. SB 946	Police/ City Attorney	1/25/19	1/25/19	Biweekly Report
79.	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

20-211

Agenda Date: 2/25/2020

REPORT TO COUNCIL

SUBJECT

Tentative Meeting Agenda Calendar (TMAC) [Council Pillar: Enhance Community Engagement and Transparency]

BACKGROUND AND DISCUSSION

The purpose of the TMAC is to provide the public advanced notifications of tentative dates of Council Study Sessions, Joint Council/Commission meetings, as well as Council Public Hearing and General Business agenda items. It is important to note that the TMAC is a Tentative Calendar planning tool and reports listed are subject to change due to Public Hearing publication requirements and agenda management.

The TMAC will be published weekly no later than Friday on the City's website.



City of Santa Clara

Tentative Meeting Agenda Calendar

Thursday, March 5, 2020 Special Santa Clara Stadium Authority Board Meeting – 4:00 PM

Study Session

- 20-45** Discussion of the Proposed Santa Clara Stadium Authority Fiscal Year 2020/21 Budget and Stadium Authority Compliance and Management
- 20-496** Discussion of the Proposed Marketing Plan for Non-NFL Stadium Events, as submitted by the Stadium Manager

Monday, March 9, 2020 Special Council Meeting 6:00 PM

- 29-496** Council District 5 Applicant Interview/Appointment

Tuesday, March 17, 2020 Council and Authorities Concurrent Meeting

Closed Session – 3:30 PM

Joint Dinner – 5:00 PM

- 20-1214** Joint Dinner meeting with Historical and Landmarks Commission

Study Session – 6:00 PM

- 20-236** Presentation by the Valley Transportation Authority (VTA) on the BART Phase II Transit Oriented Communities (TOCS) Strategy GuideStudy

Special Order of Business

- 20-93** Police Activities League Recognition of Hunter Storm Placeholder

Public Hearing/General Business

- 20-496** Action on Adopting a Resolution in Support of Worker Cooperatives
- 20-496** Related Santa Clara's Development Area Plan #1
- 20-92** Action on a Resolution of Intention to Establish the Santa Clara Tourism Improvement District (SCTID) under the Property and Business Improvement District Law of 1994

Tuesday, March 24, 2020 Santa Clara Stadium Authority Board Meeting

Public Hearing/General Business

- 20-47** **Public Hearing:** Action on the (a) Proposed Santa Clara Stadium Authority Fiscal Year 2020/21 Budget; (b) Stadium Operations and Maintenance Plan; and (c) Proposed Stadium Manager's Marketing Plan for Non-NFL Stadium Events
- 20-91** Action on the Stadium Authority Financial Status Report for the Quarter Ending June 30, 2019
- 20-133** Action on Agreement with Circlepoint for Communications Consulting Services

Tuesday, March 31, 2020 Council and Authorities Concurrent Meeting

Joint Dinner – 5:00 PM

- 20-1213** Joint Dinner meeting with Board of Library Trustees

Study Session 6:00 PM

- 20-496** Study Session #2 on Community Room Rentals at City Facilities

Public Hearing/General Business

- 20-496** Written Petition regarding Briarwood Traffic Calming (Todd Bevis)
- 20-1154** Approve a Resolution to Approve and Adopt the 2019 Update to the Sanitary Sewer Management Plan (SSMP)
- 20-496** Related - Various Land Title Clean-up Items (changes to Tasman Garage for benefit of Hyatt/ Stars and Stripes)
- 20-496** Related - 49er Parking Agreement
- 20-496** Related - Temporary Road Agreement
- 20-496** Related - Landfill O&M Agreement

Tuesday, April 7, 2020 Council and Authorities Concurrent Meeting (Originally April 14, tentatively being rescheduled)

Public Hearing/General Business

- 20-1335** Action on the Central Park Master Plan Update and Introduction of an Ordinance in accordance with City Charter section 714.1
- 20-169** Public Meeting on the Formation of the Santa Clara Tourism Improvement District (SCTID)

20-199 Action on an Agreement with Innovative Interfaces, Incorporated

20-496 Related - Street Vacations

20-496 Cannabis Ban Ordinance

Tuesday, April 28, 2020 Council and Authorities Concurrent Meeting
(Originally April 21, tentatively being rescheduled)

Joint Dinner 5:00 PM

20-1215 Joint Dinner Meeting with Civil Service Commission

Study Session 6:00 PM

20-229 Update on Proposed Changes to the City's Transportation Analysis Methodology
from Level of Service to Vehicles Miles Traveled

Special Order of Business

20-1401 Recognize Elementary Student Fundraising for Magical Bridge (Placeholder)

Public Hearing/General Business

20-197 Consideration of Silicon Valley Power Quarterly Strategic Plan Update

20-496 Related Santa Clara Quarterly Update

20-173 **Public Hearing:** Action on the Adoption of the Fiscal Year 2020/21 Municipal
Fee Schedule

20-496 Consideration of proposed FY 2020-21 and FY 2021-22 Community Room
Rental Fees

20-82 Action on Petition to Place an Item on Council Agenda to Proclaim Section of El
Camino Real as Korea Town

Tuesday, May 5, 2020 Council and Authorities Concurrent Meeting

Study Session

20-172 Review of the Proposed FY 2020/21 & FY 2021/22 Biennial Capital
Improvement Program Budget and Operating Budget Changes

20-496 Staffing and Recruitment Study Session

- 20-227** Public Hearing: Action on Adoption of a Resolution Establishing the Santa Clara Tourism Improvement District (SCTID) under the Property and Improvement District Law of 1994; and Action on Introduction of an Ordinance Amending Article IX. Santa Clara Tourism Improvement District of Chapter 16.10 (“Local Improvements - Acquisition and Improvement Procedure”)
- 20-1335** Action on the Central Park Master Plan Update and Introduction of an Ordinance in accordance with City Charter section 714.1

Tuesday, May 12, 2020 Santa Clara Stadium Authority Board Meeting

Study Session

- 20-187** Update on the Downtown Precise Plan

Public Hearing/General Business

- 20-496** Agenda Items Pending – To Be Scheduled

Tuesday, May 19, 2020 Council and Authorities Concurrent Meeting

Joint Dinner 5:00 PM

- 20-1311** Joint Dinner Meeting with Parks and Recreation Commission

Study Session 6:00 PM

- 20-188** Update on El Camino Real Specific Plan

Public Hearing/General Business

- 20-127** **Public Hearing:** Action on Resolutions Approving Water, Sewer and Recycled Water Rates to be Effective July 1, 2020
- 20-496** Action to Authorize the City Manager to enter into an agreement with _____ in an amount not to exceed \$200,000 to conduct an organizational assessment of information technology services.
- 20-496** Action to Authorize the City Manager to enter into an agreement with _____ in an amount not to exceed \$200,000 to conduct a review and update of the City’s Administrative Policies.
- 20-496** Audio Video vendor services & maintenance agreement- Renewal of Master Call agreement with ELB, Inc. Current competitively bid contract expires 6/22/2020. Could be flexible and push sooner if needed.

Tuesday, June 2, 2020 Council and Authorities Concurrent Meeting

Joint Dinner

20-1216 Joint Dinner Meeting with Planning Commission

Public Hearing/General Business

- 20-174** **Public Hearing:** Consideration of the Proposed FY 2020/21 and 2021/22 Biennial Capital Improvement Program (CIP) Budget and Operating Budget Changes
- 20-496** SVP Quarterly Update
- 20-496** Comprehensive Signage Program
- 20-496** Related - Development Area Plan 2
- 20-496** CFD Petition
- 20-496** SOD Literacy Program & the Career Online High School graduates sometime in June.
- 20-496** Park rules update ordinance- two readings [signs]

Tuesday, June 23, 2020 Council and Authorities Concurrent Meeting

Consent Calendar

- 20-496** Calling a General Municipal Election to be held on Tuesday, November 3, 2020, for the Election of Councilmembers for District 1, 4, 5, and 6; one City Clerk and one Police Chief
- 20-496** 2nd Read Park rules update ordinance- [signs]

Public Hearing/General Business

- 20-175** **Public Hearing:** Adoption of the Proposed FY 2020/21 and 2021/22 Biennial Capital Improvement Program (CIP) Budget and Operating Budget Changes
- 20-496** CC&R: w/ Development Area Plan 2
- 20-496** Award of Contract for network equipment replacement and installation vendor (RFP pending- could be flexible and push sooner if RFP goes as planned.

Tuesday, July 7, 2020 Council and Authorities Concurrent Meeting

Public Hearing/General Business

20-496 Agenda Items Pending – To Be Scheduled

Tuesday, July 14, 2020 Joint Council and Authorities Concurrent and Stadium Authority Meeting

Public Hearing/General Business

20-496 Related Santa Clara Quarterly Update

20-496 Action on a Resolution to Place a General Obligation Bond Measure on the November 2020 ballot

Council Recess July 15 – August 17, 2020

Tuesday, August 18, 2020 Council and Authorities Concurrent and Stadium Authority Meeting

Public Hearing/General Business

20-000 Potential CFD Action

20-496 Agenda Items Pending – To Be Scheduled

Tuesday, September 29, 2020 Council and Authorities Concurrent Meeting

Public Hearing/General Business

20-496 Adopt a Resolution of Intent to Form CFD

Tuesday, November 17, 2020 Council and Authorities Concurrent and Stadium Authority Meeting

Public Hearing/General Business

20-496 Adopt a Resolution of Intent to Incur Debt

AGENDA ITEMS TO BE SCHEDULED TO A FUTURE DATE