



City of Santa Clara

Revised Meeting Agenda

Council and Authorities Concurrent Meeting

Tuesday, July 7, 2020

1:00 PM

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

****Revisions:**

Revised Closed Session Item 20-678 language

Added Closed Session Item 20-672

Revised Consent Calendar Item 20-606 (2.F) Report & Attachment

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

- Via Zoom:

- o <https://santaclaraca.zoom.us/j/99706759306>

Meeting ID: 997-0675-9306 or

- o Phone: 1(669) 900-6833

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

- Via email to PublicComment@santaclaraca.gov

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

For those individuals that do not have the above access, the City Cafeteria has been set up to accommodate up to 10 people at a time and public comment will be given from that location.

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

1:00 PM COUNCIL REGULAR MEETING

Call to Order

Pledge of Allegiance and Statement of Values

Roll Call

CLOSED SESSION

- 20-678** [Conference with Legal Counsel-Anticipated Litigation \(CC\)](#)
[Pursuant to Gov. Code § 54956.9\(a\) - Exposure to litigation](#)
[Number of potential cases: 1](#)
[\(Facts and Circumstances\)](#)
[City as potential defendant: Letters from Gibson Dunn law firm,](#)
[representing Related Santa Clara LLC, dated September 24,](#)
[2018 and March 27, 2020 regarding Force Majeure under DDA](#)
- 20-672** [Conference with Legal Counsel - Anticipated Litigation:](#)
[Pursuant to Government Code Section 54956.9 \(d\)\(4\)](#)
[Number of Potential Cases: 1](#)

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.

Convene to Closed Session (Council Conference Room)

REPORTS OF ACTION TAKEN IN CLOSED SESSION MATTERS

CONTINUANCES/EXCEPTIONS

SPECIAL ORDER OF BUSINESS

1. **20-626** [Verbal Report from City Manager regarding COVID-19](#)
[Pandemic Per Government Code Section 8630 \[Council Pillar:](#)
[Enhance Community Engagement and Transparency\]](#)

Recommendation: Note and file the report from City Manager regarding the COVID-19 Pandemic.

CONSENT CALENDAR

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

- 2.A 20-568** [Action on Bills and Claims Report \(CC, SA\) for the period May 30th, 2020 - June 12th, 2020 \[Council Pillar: Enhance Community Engagement and Transparency\]](#)

Recommendation: Approve the list of Bills and Claims for May 30, 2020 - June 12, 2020.

- 2.B 20-640** [Action on Mitigated Negative Declaration and Mitigation, Monitoring and Reporting Program for the South Loop Reconfigure Project to Construct New Electrical Transmission Lines on Lafayette Street, Mathew Street, Martin Avenue and De La Cruz Boulevard and Related Budget Amendment \[Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure\]](#)

Recommendation:

1. Adopt a Resolution adopting the Mitigated Negative Declaration and Mitigation, Monitoring and Reporting Program for the South Loop Reconfigure Project;
2. Authorize staff to file a Notice of Determination with the County Clerk-Recorder and State Clearinghouse; and
3. Approve the FY 2020/21 budget amendment in the Electric Utility Capital Fund to increase the Transmission System Reinforcements Capital Improvement Program Project by \$6,300,000 and reduce the unrestricted ending fund balance by \$6,300,000.

- 2.C 20-560** [Action on Final Map for Tract 10492 at 2961-2995 Corvin Drive \[Council Pillar: Promote and Enhance Economic and Housing Development\]](#)

Recommendation:

1. Approve Final Map for Tract 10492;
2. Authorize the City Manager to make minor modifications, if necessary, prior to recordation; and
3. Authorize the recordation of Final Map for Tract 10492, which subdivides the site into nine lots located at 2961-2995 Corvin Drive [APN 216-33-040, 041, 042, 043 and 044 (2019-20)].

2.D 20-575 [Action on Master Agreements with Stantec Consulting Services, Inc. and Bellecci & Associates for Underground Electrical Distribution System Design Services \[Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure\]](#)

- Recommendation:**
1. Authorize the City Manager to execute Master Agreements with Stantec Consulting Services, Inc. and Bellecci & Associates for underground electrical distribution system design services, for a five-year term ending April 30, 2025 for a maximum aggregate compensation not to exceed \$3,000,000 for the two Master Agreements; and
 2. Authorize the City Manager to add or delete services consistent with the scope of the agreements and allow future rate adjustments subject to request and justification by consultant and approval by the City, subject to the appropriation of funds.

2.E 20-591 [Action on an Agreement for General Chemistry Laboratory Services with McCampbell Analytical, Inc. \[Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure\]](#)

- Recommendation:**
1. Approve and authorize the City Manager to execute the Agreement for General Chemistry Laboratory Services with McCampbell Analytical, Inc. for an initial term starting on July 1, 2020 and ending on June 30, 2025, at a cost of \$228,835 with an additional 10% contingency amount of \$22,884, for a total maximum not-to-exceed amount of \$251,719, subject to the appropriation of funds;
 2. Authorize the City Manager to execute amendment(s) to the Agreement to make minor adjustments to testing protocols or in the event that testing requirements exceed the forecast, subject to the same Agreement terms and unit pricing, and the appropriation of funds; and
 3. Authorize the City Manager to exercise up to two additional one-year term options through June 30, 2027, subject to the same agreement terms and unit pricing, and the appropriation of funds.

2.F 20-606 [Action on Amendment No. 2 to the Agreement for Services with Housing Trust Silicon Valley for the City's Below Market Purchase Program \[Council Pillar: Promote and Enhance Economic, Housing and Transportation Development\]](#)

Recommendation: Authorize the City Manager to execute Amendment No. 2 to the Agreement with Housing Trust Silicon Valley for administration services for the Below-Market Purchase Program to increase the amount of the agreement by \$87,742 and to extend the term of the agreement through December 1, 2020 for a revised not-to-exceed maximum compensation of \$452,592, subject to the appropriation of funds.

2.G 20-623 [Approve and Authorize the City Manager to Finalize and Execute an Agreement with Golder Associates, Inc. for Operation, Maintenance, Monitoring, and Compliance Services for the Closed All Purpose Landfill and Technical and Construction Support for the Related Santa Clara Project and the Related Budget Amendment \[Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure\]](#)

Recommendation:

1. Approve and authorize the City Manager to finalize and execute an agreement with Golder Associates, Inc. for operation, maintenance, monitoring, and compliance services for the closed All Purpose Landfill; and technical and construction support for the Related Santa Clara project for an amount not-to-exceed \$4,541,000 over the five-year term of the agreement, subject to the appropriation of funds;
2. Approve the FY 2020/21 budget amendment in the Related Santa Clara Developer Fund to recognize Developer Contributions in the amount of \$400,000 and establish the new Related - Other Development Project Services project in the amount of \$400,000 to support the agreement costs included for the Related Santa Clara project; and
3. Authorize the City Manager to make minor modifications to the agreement.

- 2.H 20-665 [Note and File this Informational Report on New Fencing at School Properties \[Council Pillar: Enhance Community Engagement and Transparency\]](#)

Recommendation: Staff does not have a recommendation. This report is for informational purposes only.

- 2.I 20-479 [Action to Approve a Water & Sewer Rate Assistance Program for Residential Customers \[Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure\]](#)

Recommendation: Establish the Water and Sewer Rate Assistance Program and approve the use of cell tower lease revenue to fund discounts to residents pursuant to the ongoing availability of funds which will be evaluated after one year.

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

3. 20-241 [Follow-Up Information and Possible Council Action on the Written Petition for Traffic Calming Measures along Briarwood Drive \[Council Pillar: Enhance Community Engagement and Transparency and Deliver and Enhance High Quality Efficient Services and Infrastructure\]](#)

Recommendation: Staff makes no recommendation: however, the City Council may select from any of the policy alternatives below:

1. Do not approve the installation of Level 2 or 3 traffic calming measures (including speed humps) as the 85th percentile speed does not exceed 33 mph as required by the NTCP and direct staff to proceed per the NTCP with the installation of Level 1 traffic calming measures.
2. Waive the requirements of the NTCP, allow the installation of Level 2 or 3 traffic calming measures (including speed humps) due to the 85th percentile speed being close to exceeding 33 mph, and direct staff to work with the community to obtain the necessary written petition approvals from the residents to comply with the NTCP.
3. Waive the requirements of the NTCP, allow the installation of speed humps along Briarwood due to the 85th percentile speed being close to exceeding 33 mph, direct staff to finalize speed hump locations, and waive both the 70% and 100% approval requirements for written petition approvals from the residents.
4. Any other action as directed by Council.

4. **20-521** [Public Hearing: Action on an Amendment to Development Agreement for Gateway Crossings Project at 1205 Coleman Avenue \[Council Pillar: Promote and Enhance Economic, Housing and Transportation Development\]](#)

Recommendation:

Alternative 1:

Introduce an ordinance approving the First Amendment to the Development Agreement for the Gateway Crossings Project between the City of Santa Clara and TOD Brokaw, LLC.

REPORTS OF MEMBERS AND SPECIAL COMMITTEES

CITY MANAGER/EXECUTIVE DIRECTOR REPORT

- 20-651** [Update on City Council and Stadium Authority Staff Referrals \[Council Pillar: Enhance Community Engagement and Transparency\]](#)

ADJOURNMENT

The next scheduled meeting is on Tuesday evening, July 13, 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

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

Agenda Report

20-678

Agenda Date: 7/7/2020

SUBJECT

Conference with Legal Counsel-Anticipated Litigation (CC)

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

Number of potential cases: 1

(Facts and Circumstances)

City as potential defendant: Letters from Gibson Dunn law firm, representing Related Santa Clara LLC, dated September 24, 2018 and March 27, 2020 regarding Force Majeure under DDA

11/29/18

#18-1565

GIBSON DUNN

RECEIVED

SEP 25 2018

CITY OF SANTA CLARA
CITY ATTORNEY'S OFFICE

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San Francisco, CA 94105-0921
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www.gibsondunn.com

Neil Sekhri
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September 24, 2018

VIA OVERNIGHT MAIL AND EMAIL

City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Attn: Deanna J. Santana, Acting City Manager

Re: City Place Santa Clara – Notice of Force Majeure Under DDA Section 24.2 (San Jose CEQA Litigation and Delay in Regulatory Permitting)

Dear Ms. Santana:

This firm represents Related Santa Clara, LLC (“Related”) in connection with the City Place Santa Clara project (the “Project”). Related and the City of Santa Clara (the “City”) have entered into that certain Disposition and Development Agreement, dated as of August 12, 2016, in connection with the Project (the “DDA”). Article 24 of the DDA permits the extension of various time-sensitive performance obligations thereunder due to events of Force Majeure (as that term is defined in the DDA). This letter provides the City with notice of certain events of Force Majeure that have or are anticipated to occur, in accordance with the notice requirements of Section 24.2 of the DDA.

Section 14.1 of the DDA provides that the parties will enter into a Landfill Operation and Management Agreement (the “O&M Agreement”) within “ninety (90) days after the Effective Date, or within thirty (30) days after the date on which all necessary Authorizations upon which the execution of the Landfill Operation and Management Agreement is contingent have issued, whichever is later.” The Project obtained approval of the Waste Discharge Requirements Order on May 12, 2017 (the “WDRs”). Therefore, the parties had a requirement under the DDA to enter into the O&M Agreement by June 11, 2017 (i.e., thirty days after May 12, 2017).

On June 5, 2017 (prior to the expiration of the 30-day period under Section 14.1 of the DDA), Related’s environmental counsel, Deborah Schmall, sent a proposed draft of the O&M Agreement to the City that incorporated the required terms from the DDA and the WDRs. The City’s outside counsel provided comments on July 3, 2017 and Ms. Schmall provided timely and responsive comments to the City on July 17, 2017. Since that time, the City has failed to engage with Related to fulfill the requirement under Section 14.1 to enter into the final O&M Agreement. In the weeks after the July 17, 2017 and continuing over the past 14 months, Steve Eimer from Related has put the City on notice numerous times that the failure to respond to

City of Santa Clara
September 24, 2018
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the O&M Agreement draft would cause project delays. Despite these continuous notices, the City has provided no comments or drafts on the July 17, 2017 draft.

Under Section 24.1.1 of the DDA, Force Majeure includes the Developer's "inability to obtain on a timely basis other approvals required for commencement and completion of the improvements contemplated for the Project (assuming that Developer is using commercially reasonable efforts to obtain such approvals)." Force Majeure also includes "actions or inquiries by a Governmental Authority that results in a delay."

The O&M Agreement is required by: (i) the Post-Closure Land Use Plan, the future Revised Corrective Action and Post-Closure Maintenance Plan, and the future revised Closure Plan, as required of Landfill owners and operators under Title 27 regulations; (ii) the WDRs; and (iii) four Mitigation Measures specified in Exhibit M that were contained in the final approved Environmental Impact Report and Mitigation Monitoring and Reporting Plan for the Project. In addition, the obligations of Developer and the Tenant under each Ground Lease, including the required insurance, will be determined by the final O&M Agreement. Without the O&M Agreement, Developer cannot implement the Project, enter into a Ground Lease, obtain the necessary insurance or have any certainty of its landfill O&M obligations.

As a result, the inability to enter into the O&M Agreement constitutes an event of Force Majeure. Without the certainty of its obligations and the pricing of its insurance for compliance, Developer, as a reasonably prudent developer, is prevented from exercising the Phase Option under the current Schedule of Performance (which sets an outside date of December 13, 2018), and is prevented from committing the significant equity and/or debt resources to prepare a DAP Submittal for a proposed development plan in accordance with the current Schedule of Performance.

Section 24.2 of the DDA provides that "[t]he period of an Excusable Delay or Force Majeure shall commence to run from the time of the commencement of the cause and, subject to Section 24.3 hereof, shall run for the duration of the event of Excusable Delay or Force Majeure. The Party claiming Excusable Delay or Force Majeure shall provide notice to the other applicable Parties of such Excusable Delay or Force Majeure within a reasonable time following the commencement of the cause." As described above, Mr. Eimer provided the City team with notice on numerous occasions that its failure to respond to the July 17, 2017 draft would cause Project delays. Allowing for a reasonable response time of thirty days for the City to respond to the July 17, 2017 draft, we therefore consider this Force Majeure delay to have commenced on August 17, 2017. The event of Force Majeure continues to this day, as the City still has not responded to the O&M Agreement. The duration of the event of Force Majeure that commenced on August 17, 2017 will expire after the parties enter into the final O&M

GIBSON DUNN

City of Santa Clara
September 24, 2018
Page 3

Agreement and Related is able to procure the type and amount of insurance required thereunder to implement the Project.

Please do not hesitate to contact me with any questions.

Sincerely,



Neil Sekhri

NHS/djm

cc:

Brian Doyle, City Attorney (by email and overnight mail) ✓

Anna Shimko (by email and mail)

Steve Eimer (by email)

Joshua Young (by email)

Jennifer McCool (by email)

**RELATED
SANTA CLARA**

March 27, 2020

City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Attn: Deanna J. Santana, City Manager

Re: Disposition and Development Agreement, dated as of August 12, 2016, by and between Related Santa Clara, LLC ("**Developer**") and the City of Santa Clara ("**City**") (the "**DDA**"), in connection with the City Place Santa Clara project (the "**Project**"); Force Majeure

Dear Ms. Santana:

Article 22 of the DDA permits the extension of various time-sensitive performance obligations thereunder due to events of Force Majeure (as defined in the DDA). By letter dated April 17, 2018, City and Developer agreed on an updated Schedule of Performance (DDA Exhibit F) that revised and replaced the original Schedule of Performance attached to the DDA to reflect the extension in Outside Dates (as defined in the DDA) resulting from certain Force Majeure events. Subsequently, by letter dated October 18, 2018, City and Developer agreed that due to delays in finalizing the Landfill Operation and Management Agreement (the "**O&M Agreement**"), another event of Force Majeure commenced on July 27, 2018. The parties agreed that the O&M Agreement event of Force Majeure would end on the date as of which the O&M Agreement has been executed by both Parties.

On March 11, 2020, the World Health Organization declared the 2019 novel coronavirus ("**COVID-19**") a pandemic. In response to the spread of COVID-19, the State of California declared a state of emergency on March 4, 2020 and the County of Santa Clara declared a state of emergency on March 10, 2020. Further, your office declared a state of emergency with respect to the City of Santa Clara on March 11, 2020, which declaration was ratified by the City Council on March 17, 2020. In response to the serious health crisis, the United States and several foreign governments have imposed facility and office closures, full or partial lockdowns and wide-ranging travel bans. "Shelter-in-place", "stay-at-home" and other similar orders have been issued by various counties and states. At the same time, federal, state and local governments (including Santa Clara) have directed private industries to take unprecedented measures to attempt to curb the spread of COVID-19.

As you also know, any delays suffered by Developer as a result of epidemics, quarantine restrictions and certain other events outside of the reasonable control of Developer qualify as Force Majeure under the DDA and would further extend applicable Outside Dates as set forth in the Schedule of Performance. While Developer does not yet know the full impact that COVID-19 will have on the development of the Project, you are hereby notified that the occurrence of

COVID-19 and the corresponding states of emergency constitute an event of Force Majeure effective as of March 11, 2020, as required under Section 24.2 of the DDA.

Developer is unable to predict at this time the length of the foregoing Force Majeure given the resulting disruptions to local and global labor markets, supply chains and financial markets, and we will continue to work with the City to assess the foregoing as this unprecedented circumstance continues to unfold. Please do not hesitate to contact Steve Eimer with any questions.

Very truly yours,

RELATED SANTA CLARA, LLC,
a Delaware limited liability company

By:  _____

Name: Stephen Eimer

Title: EVP



City of Santa Clara

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

Agenda Report

20-672

Agenda Date: 9/9/9999

REPORT TO COUNCIL

SUBJECT

Conference with Legal Counsel - Anticipated Litigation: Pursuant to Government Code Section 54956.9 (d)(4)

Number of Potential Cases: 1



City of Santa Clara

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

Agenda Report

20-626

Agenda Date: 7/7/2020

REPORT TO COUNCIL

SUBJECT

Verbal Report from City Manager regarding COVID-19 Pandemic Per Government Code Section 8630 [Council Pillar: Enhance Community Engagement and Transparency]

RECOMMENDATION

Note and file the report from City Manager regarding the COVID-19 Pandemic.



Agenda Report

20-568

Agenda Date: 7/7/2020

REPORT TO COUNCIL

SUBJECT

Action on Bills and Claims Report (CC, SA) for the period May 30th, 2020 - June 12th, 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 Unisys Corporation in the amount of \$2,168,938 for March, April and May 2020 information technology (IT) services.
- Payment to Santa Clara Valley Water District in the amount of \$1,079,126 for March 2020 pump tax, a groundwater charge that is used to pay for the protection and augmentation of water supplies in the basin.
- Payment to Friant Power Authority in the amount of \$1,036,168 for May 2020 energy (Hydroelectric) purchase.
- Payment to MSR Public Power Agency in the amount of \$976,594 for June 2020 power purchase.
- Payment to Ameresco in the amount of \$663,158 for May 2020 energy purchase and landfill operation and maintenance (O&M).

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 \$3,197. These costs are budgeted in the General Fund, procured by the City, and reimbursable by 49ers/ManCo. A separate Stadium Authority Board action is being

prepared for full disclosure and transparency of these expenditures if they were procured after November 8, 2019. This item is scheduled for the July 14, 2020 Stadium Authority Board meeting.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(b)(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 \$12,166,780 were appropriated to various funds with the adoption of the Fiscal Year 2019/20 Budget, as amended.

PUBLIC CONTACT

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RECOMMENDATION

Approve the list of Bills and Claims for May 30, 2020 - June 12, 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 6/4/2020
Run Time 8:28:17 AM

Sorted by Payment Number

Payment No: 016103

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	ACHILLES	00472370	34825JUN2020	Small Business Assistance Gran	General Fund	5,000.00
				Total for Payment No.:		5,000.00

Payment No: 016104

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	AGNEW AUTO CARE	00472374	34899JUN2020	Small Business Assistance Gran	General Fund	5,000.00
				Total for Payment No.:		5,000.00

Payment No: 016105

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	BHATIA & CO, INC.	00472376	34902JUN2020	Small Business Assistance Gran	General Fund	5,000.00
				Total for Payment No.:		5,000.00

Payment No: 016106

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	EVE HAIR SALON	00472367	34817JUN2020	Small Business Assistance Gran	General Fund	10,000.00
				Total for Payment No.:		10,000.00

Payment No: 016107

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	EXSTEP INC	00472380	34908JUN2020	Small Business Assistance Gran	General Fund	10,000.00
				Total for Payment No.:		10,000.00

Payment No: 016108

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	INTERO REAL ESTATE SERVICES	00472366	34815JUN2020	Small Business Assistance Gran	General Fund	10,000.00
				Total for Payment No.:		10,000.00

Payment No: 016109

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	KITCHEN REFACE DEPOT, LLC	00472377	34903JUN2020	Small Business Assistance Gran	General Fund	10,000.00
				Total for Payment No.:		10,000.00

Payment No: 016110

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	KOBE JAPANESE RESTAURANT AND	00472369	34824JUN2020	Small Business Assistance Gran	General Fund	5,000.00
				Total for Payment No.:		5,000.00

Payment No: 016111

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	PARADISE BIRYANI POINTE	00472368	20542JUN2020	Small Business Assistance Gran	General Fund	5,000.00
				Total for Payment No.:		5,000.00

Payment No: 016112

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	PICOTRACK	00472375	34901JUN2020	Small Business Assistance Gran	General Fund	10,000.00
				Total for Payment No.:		10,000.00

Payment No: 016113

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	SILVIA'S TAX SERVICE	00472378	34905JUN2020	Small Business Assistance Gran	General Fund	5,000.00

Total for Payment No.: 5,000.00

Payment No: 016114

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	SO GONG DONG TOFU HOUSE	00472371	34900JUN2020	Small Business Assistance Gran	General Fund	5,000.00
Total for Payment No.:						5,000.00

Payment No: 016115

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	T-TECH MACHINING	00472373	34827JUN2020	Small Business Assistance Gran	General Fund	10,000.00
Total for Payment No.:						10,000.00

Payment No: 016116

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	TOBANG	00472372	34826JUN2020	Small Business Assistance Gran	General Fund	5,000.00
Total for Payment No.:						5,000.00

Payment No: 016117

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	BENEFIT COORDINATORS CORP	00472433	33496JUN2020	LIFE & DISABILITY INS	Payroll Liability&ClearingAcct	5,239.40
06/05/2020	BENEFIT COORDINATORS CORP	00472433	33496JUN2020	LIFE & DISABILITY INS	Payroll Liability&ClearingAcct	8,681.33
06/05/2020	BENEFIT COORDINATORS CORP	00472433	33496JUN2020	LIFE & DISABILITY INS	Payroll Liability&ClearingAcct	3,613.52
06/05/2020	BENEFIT COORDINATORS CORP	00472433	33496JUN2020	LIFE & DISABILITY INS	Payroll Liability&ClearingAcct	4,167.50
06/05/2020	BENEFIT COORDINATORS CORP	00472433	33496JUN2020	LIFE & DISABILITY INS	Payroll Liability&ClearingAcct	13,572.59
Total for Payment No.:						35,274.34

Payment No: 016118

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	CARIE T ROSE	00472415	05/17/20-05/30/20DR	WAGE ATTACHMENT B2012	Payroll Liability&ClearingAcct	1,153.85
				Total for Payment No.:		1,153.85

Payment No: 016119

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	INTL FIREFIGHTERS LOCAL 1171	00472418	05/03/20-05/30/20	RETIRED FIRE MEDICAL BENEFITS	Payroll Liability&ClearingAcct	4,608.00
				Total for Payment No.:		4,608.00

Payment No: 016120

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	WORKTERRA	00472436	05/17/20-05/30/20	FLEX SPENDING DEP/HEALTH B2012	Payroll Liability&ClearingAcct	6,516.26
06/05/2020	WORKTERRA	00472436	05/17/20-05/30/20	FLEX SPENDING DEP/HEALTH B2012	Payroll Liability&ClearingAcct	605.94
06/05/2020	WORKTERRA	00472436	05/17/20-05/30/20	FLEX SPENDING DEP/HEALTH B2012	Payroll Liability&ClearingAcct	7,664.08
06/05/2020	WORKTERRA	00472436	05/17/20-05/30/20	FLEX SPENDING DEP/HEALTH B2012	Payroll Liability&ClearingAcct	718.00
				Total for Payment No.:		15,504.28

Payment No: 016121

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	3DEGREES GROUP INC	00471339	18492	SC GREEN POWER REC SUP APR20	Electric Utility	39,173.87
06/05/2020	3DEGREES GROUP INC	00471339	18492	WEST/NAT WIND BULK REC APR20	Electric Utility	1,273.00
				Total for Payment No.:		40,446.87

Payment No: 016122

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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06/05/2020	ACT ENVIRO	00472135	279418	EMERGENCY CLEAN-UP PROJ 3/9/20	Sewer Utility	7,750.40
Total for Payment No.:						7,750.40

Payment No: 016123

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	AIRGAS USA, LLC	00472082	9101266461	E03NI99E15A0260 NC/90PPM	Electric Utility	616.49
06/05/2020	AIRGAS USA, LLC	00472082	9101266461	DELIVERY FLAT FEE	Electric Utility	64.31
06/05/2020	AIRGAS USA, LLC	00472082	9101266461	FUEL SURCHARGE FLAT	Electric Utility	7.63
06/05/2020	AIRGAS USA, LLC	00472082	9101266461	HAZMAT CHARGE	Electric Utility	12.54
Total for Payment No.:						700.97

Payment No: 016124

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	AMAZON.COM	00470249	90MAY2020	1241 YA VG	General Fund	119.88
06/05/2020	AMAZON.COM	00470249	90MAY2020	1235 YA VG	General Fund	119.88
06/05/2020	AMAZON.COM	00470249	90MAY2020	1236 Juv VG	General Fund	43.59
06/05/2020	AMAZON.COM	00470249	90MAY2020	CREDIT MEMO	General Fund	-281.85
Total for Payment No.:						1.50

Payment No: 016125

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	ANIXTER INC.	00471421	4560745-03	CLAMP JUMPER PARALLEL3 FWM1091	Electric Utility Construction	279.31
06/05/2020	ANIXTER INC.	00472303	4406555-02	SPLICE KIT, 115kv, 600A, COLD	Electric Utility	175,490.00
06/05/2020	ANIXTER INC.	00472304	4384056-04	CONNECTOR, 2 BOLT, BRONZE, CU/	Electric Utility	128.62
Total for Payment No.:						175,897.93

Payment No: 016126

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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06/05/2020	ARINI GEOGRAPHICS LLC	00472195	000255	Operational GIS Professional S	Information Technology Service	64,157.00
06/05/2020	ARINI GEOGRAPHICS LLC	00472196	000256	CIP GIS Professional Services	General Government - Other	20,842.50
06/05/2020	ARINI GEOGRAPHICS LLC	00472197	000257	GIS Professional Services - Ci	General Fund	1,005.50
06/05/2020	ARINI GEOGRAPHICS LLC	00472198	000253	Operational GIS Professional S	Information Technology Service	47,607.50
06/05/2020	ARINI GEOGRAPHICS LLC	00472199	000254	CIP GIS Professional Services	General Government - Other	3,296.25
				Total for Payment No.:		136,908.75

Payment No: 016127

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	BADGER METER INC	00472282	1364537	METER 4' BADGER #101-7593	Water Utility	4,617.94
06/05/2020	BADGER METER INC	00472307	1364536	METER, WATER 1" E-SERIES ULTRA	Water Utility	11,063.51
				Total for Payment No.:		15,681.45

Payment No: 016128

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	BAKER & TAYLOR BOOKS	00471284	CI229573	1241 AD BK	General Fund	1,875.02
06/05/2020	BAKER & TAYLOR BOOKS	00471288	2035208742	1233 AD BK	General Fund	338.91
				Total for Payment No.:		2,213.93

Payment No: 016129

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	BOUNDTREE MEDICAL LLC	00472096	83628478	Gloves	Other City Dept Op Grant Fund	2,916.84
				Total for Payment No.:		2,916.84

Payment No: 016130

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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06/05/2020	BURKE, WILLIAMS & SORENSEN LLP	00472256	253771	LEGAL SERVICES	Electric Utility Construction	756.00
Total for Payment No.:						756.00
Payment No: 016131						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	BURLINGTON SAFETY LAB INC	00472085	40169	ARM CLAMP ASSMBLY FOR 2.5" ARM	Electric Utility	724.40
Total for Payment No.:						724.40
Payment No: 016132						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	CAROLYN SUSIE BERLIN	00472144	10652	LEGAL SERVICES MAR20	Electric Utility	1,248.00
06/05/2020	CAROLYN SUSIE BERLIN	00472145	10656(d)	LEGAL SERVICES (NCGC) MAR20	Electric Utility	383.50
Total for Payment No.:						1,631.50
Payment No: 016133						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	CHARLES ELECTRIC	00472273	1134	AS NEEDED ELECTRICAL SUPPORT F	Water Utility	7,150.00
06/05/2020	CHARLES ELECTRIC	00472274	1130	AS NEEDED ELECTRICAL SUPPORT F	Water Utility	555.00
06/05/2020	CHARLES ELECTRIC	00472274	1130	AS NEEDED ELECTRICAL SUPPORT F	Storm Drain	650.00
Total for Payment No.:						8,355.00
Payment No: 016134						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	CINTAS CORP #630	00470822	4050951328	UNIFORMS	General Fund	412.01
06/05/2020	CINTAS CORP #630	00470822	4050951328	UNIFORMS	General Fund	4.51
06/05/2020	CINTAS CORP #630	00470823	4050950796	UNIFORMS	Cemetery	35.00
06/05/2020	CINTAS CORP #630	00472010	4051497295	NEUTRAL FLR CLNR	General Fund	435.53
06/05/2020	CINTAS CORP #630	00472011	4051497497	UNIFORMS	General Fund	412.01

06/05/2020	CINTAS CORP #630	00472011	4051497497	UNIFORMS	General Fund	4.51
Total for Payment No.:						1,303.57

Payment No: 016135

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	CINTAS CORP #630	00471346	4051155132	STREET UNIFORMS	General Fund	318.12
06/05/2020	CINTAS CORP #630	00471346	4051155132	FLEET UNIFORMS	Fleet Operation Fund	188.51
06/05/2020	CINTAS CORP #630	00471346	4051155132	SAFEWASHER MOBILE SVC	General Fund	31.03
06/05/2020	CINTAS CORP #630	00471393	4049816321	UNIFORMS	General Fund	59.88
06/05/2020	CINTAS CORP #630	00471394	4051562952	UNIFORMS	General Fund	82.30
Total for Payment No.:						679.84

Payment No: 016136

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	COAST COUNTIES TRUCK	00470281	0129752S	LABOR	Fleet Operation Fund	390.00
06/05/2020	COAST COUNTIES TRUCK	00470281	0129752S	MISC FEES	Fleet Operation Fund	55.04
06/05/2020	COAST COUNTIES TRUCK	00470281	0129752S	MISC SUPPLIES- STOCK	Fleet Operation Fund	4.96
06/05/2020	COAST COUNTIES TRUCK	00470282	01101944P	PARTS- V#3197	Fleet Operation Fund	159.43
06/05/2020	COAST COUNTIES TRUCK	00471444	01102371P	PARTS- V#3147	Fleet Operation Fund	106.46
Total for Payment No.:						715.89

Payment No: 016137

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	DALEO INC	00472087	SV889-01	2004D AERIAL FIBER MASTER CONT	Electric Utility Construction	38,794.60
06/05/2020	DALEO INC	00472088	SV7137-01	MTCE/REPAIR U/G SUBSTRUCTURES	Electric Utility	643.00
06/05/2020	DALEO INC	00472089	SV7136-01	U/G SUBSTRUCTURES 2006A	Electric Utility Construction	4,330.95
06/05/2020	DALEO INC	00472090	SV7138-01	U/G SUBSTRUCTURES 2006A	Electric Utility Construction	10,520.00

Total for Payment No.: 54,288.55

Payment No: 016138

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	DIESEL DIRECT WEST	00470283	83578899	DIESEL- UTILITY CORP YARD #55	Fleet Operation Fund	10,334.50
06/05/2020	DIESEL DIRECT WEST	00470284	83579842	DIESEL- STRT CORP YARD TK #53	Fleet Operation Fund	10,791.66
Total for Payment No.:						21,126.16

Payment No: 016139

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	DUNCAN WEINBERG GENZER &	00472146	31719 PJS	LEGAL SERVICES FEB20	Electric Utility	54,455.73
06/05/2020	DUNCAN WEINBERG GENZER &	00472146	31719 PJS	LEGAL SVC BUCKS CREEK FEB20	Electric Utility Construction	649.50
06/05/2020	DUNCAN WEINBERG GENZER &	00472146	31719 PJS	LEGAL SVC BUCK CRK CEQA FEB20	Electric Utility Construction	1,264.00
Total for Payment No.:						56,369.23

Payment No: 016140

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	EMPLOYMENT SCREENING RESOURCES	00471313	208653	ONE EXEC. & ONE REG. HIRE	General Fund	181.00
Total for Payment No.:						181.00

Payment No: 016141

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	FIS AVANTGARD LLC	00471307	5900174617	APS 2 ASP SRVC JUNE 2020	General Fund	780.00
Total for Payment No.:						780.00

Payment No: 016142

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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06/05/2020	GAHRAHMAT FAMILY LTD II	00471995	GFLP2-9941	RENT 881 MARTIN AVE JUN2020	Electric Utility	43,328.88
06/05/2020	GAHRAHMAT FAMILY LTD II	00471995	GFLP2-9941	RENT 881 MARTIN AVE JUN2020	Elec OperatingGrant Trust Fund	2,765.67
06/05/2020	GAHRAHMAT FAMILY LTD II	00471995	GFLP2-9941	COMMON AREA 881 MARTIN MAY2020	Electric Utility	994.66
06/05/2020	GAHRAHMAT FAMILY LTD II	00471995	GFLP2-9941	COMMON AREA 881 MARTIN MAY2020	Elec OperatingGrant Trust Fund	63.49
06/05/2020	GAHRAHMAT FAMILY LTD II	00471995	GFLP2-9941	PGE 881 MARTIN AVE APR2020	Electric Utility	1,322.03
06/05/2020	GAHRAHMAT FAMILY LTD II	00471995	GFLP2-9941	PGE 881 MARTIN AVE APR2020	Elec OperatingGrant Trust Fund	84.39
06/05/2020	GAHRAHMAT FAMILY LTD II	00471995	GFLP2-9941	SC UTIL WATER/SEWER/FIRE APR20	Electric Utility	136.74
06/05/2020	GAHRAHMAT FAMILY LTD II	00471995	GFLP2-9941	SC UTIL WATER/SEWER/FIRE APR20	Elec OperatingGrant Trust Fund	8.73
06/05/2020	GAHRAHMAT FAMILY LTD II	00471995	GFLP2-9941	SC UTILITIES ELECTRIC APR2020	Electric Utility	7,261.12
06/05/2020	GAHRAHMAT FAMILY LTD II	00471995	GFLP2-9941	SC UTILITIES ELECTRIC APR2020	Elec OperatingGrant Trust Fund	463.47
Total for Payment No.:						56,429.18

Payment No: 016143

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	GARDENLAND POWER EQUIPMENT	00470285	767456	PARTS- V#3292	Fleet Operation Fund	131.97
06/05/2020	GARDENLAND POWER EQUIPMENT	00471348	769714	GAS CANS	General Fund	192.06
Total for Payment No.:						324.03

Payment No: 016144

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	GRAINGER	00470825	9516558369	GLOVES	Other City Dept Op Grant Fund	107.36
06/05/2020	GRAINGER	00470826	9522660654	CLEANING TISSUE	General Fund	68.93
06/05/2020	GRAINGER	00470827	9523903533	BATTERIES	General Fund	59.08
06/05/2020	GRAINGER	00470828	9528473466	KEY BLANK	General Fund	17.80
Total for Payment No.:						253.17

Payment No: 016145

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	GRAINGER-SAN JOSE	00470763	9524149235	PARTS- STOCK	Fleet Operation Fund	18.60
06/05/2020	GRAINGER-SAN JOSE	00471349	9531439322	GRAFFITI SUPPLIES	General Fund	96.79
06/05/2020	GRAINGER-SAN JOSE	00471364	9531900836	GRAFFITI SUPPLIES	General Fund	93.00
06/05/2020	GRAINGER-SAN JOSE	00471395	9473392448	EASELS FOR COVID	General Fund	190.88
06/05/2020	GRAINGER-SAN JOSE	00472179	9533222890	TAPE - ABRASIVE, METAL CLOTH,	Electric Utility	369.02
06/05/2020	GRAINGER-SAN JOSE	00472181	9537191406	SOLVENT, CABLE CLEANER, AEROSO	Electric Utility	1,326.31
06/05/2020	GRAINGER-SAN JOSE	00472308	9529476831	SEALANT, ADHESIVE, WHITE IN 2.	Electric Utility	65.15
06/05/2020	GRAINGER-SAN JOSE	00472309	9530863456	SHACKLE, 3/4IN ANCHOR TYPE, GA	Electric Utility	229.30
06/05/2020	GRAINGER-SAN JOSE	00472309	9530863456	SHACKLE, ANCHOR TYPE, DROP FOR	Electric Utility	76.98
06/05/2020	GRAINGER-SAN JOSE	00472309	9530863456	SHACKLE, 1/2IN ANCHOR TYPE, SC	Electric Utility	79.53
06/05/2020	GRAINGER-SAN JOSE	00472309	9530863456	WRENCH SET, ALLEN HEXAGON KEY	Electric Utility	132.17
Total for Payment No.:						2,677.73

Payment No: 016146

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	GRANITE CONSTRUCTION CO	00471365	1795777	ASPHALT	General Fund	1,540.02
06/05/2020	GRANITE CONSTRUCTION CO	00471366	1797195	ASPHALT	General Fund	1,891.28
06/05/2020	GRANITE CONSTRUCTION CO	00471367	1798363	ASPHALT	General Fund	506.78
06/05/2020	GRANITE CONSTRUCTION CO	00471368	1798985	ASPHALT	General Fund	2,423.99
Total for Payment No.:						6,362.07

Payment No: 016147

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	GRANITE ROCK CO #29145	00472222	1235910	SAND	Water Utility Construction	173.17
06/05/2020	GRANITE ROCK CO #29145	00472222	1235910	SAND	Water Utility	129.87
06/05/2020	GRANITE ROCK CO #29145	00472222	1235910	SAND	Electric Utility Construction	432.94

06/05/2020	GRANITE ROCK CO #29145	00472222	1235910	SAND	Water Utility	86.59
06/05/2020	GRANITE ROCK CO #29145	00472222	1235910	SAND	Sewer Utility	43.29
06/05/2020	GRANITE ROCK CO #29145	00472223	1237953	SAND	Water Utility Construction	257.79
06/05/2020	GRANITE ROCK CO #29145	00472223	1237953	SAND	Water Utility	193.34
06/05/2020	GRANITE ROCK CO #29145	00472223	1237953	SAND	Electric Utility Construction	644.46
06/05/2020	GRANITE ROCK CO #29145	00472223	1237953	SAND	Water Utility	128.89
06/05/2020	GRANITE ROCK CO #29145	00472223	1237953	SAND	Sewer Utility	64.45
06/05/2020	GRANITE ROCK CO #29145	00472225	1236798	SAND	Water Utility Construction	254.26
06/05/2020	GRANITE ROCK CO #29145	00472225	1236798	SAND	Water Utility	190.70
06/05/2020	GRANITE ROCK CO #29145	00472225	1236798	SAND	Electric Utility Construction	635.67
06/05/2020	GRANITE ROCK CO #29145	00472225	1236798	SAND	Water Utility	127.13
06/05/2020	GRANITE ROCK CO #29145	00472225	1236798	SAND	Sewer Utility	63.57
06/05/2020	GRANITE ROCK CO #29145	00472349	1236798CR	SAND - DISCOUNT	Water Utility Construction	-3.90
06/05/2020	GRANITE ROCK CO #29145	00472349	1236798CR	SAND - DISCOUNT	Water Utility	-2.92
06/05/2020	GRANITE ROCK CO #29145	00472349	1236798CR	SAND - DISCOUNT	Electric Utility Construction	-9.74
06/05/2020	GRANITE ROCK CO #29145	00472349	1236798CR	SAND - DISCOUNT	Water Utility	-1.95
06/05/2020	GRANITE ROCK CO #29145	00472349	1236798CR	SAND - DISCOUNT	Sewer Utility	-0.98
				Total for Payment No.:		3,406.63

Payment No: 016148

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	HARRIS COMPUTER SYSTEMS	00470812	CT046395	PURGE HISTORICAL DATA	General Government - Other	3,465.00
				Total for Payment No.:		3,465.00

Payment No: 016149

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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06/05/2020	HI-TECH EMERGENCY VEHICLE SERVICE INC	00470765	167323	PARTS-V#3464	Fleet Operation Fund	40.32
Total for Payment No.:						40.32

Payment No: 016150

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	IMPERIAL SPRINKLER SUPPLY INC	00471369	4165266-00	LANDSCAPING SUPPLIES	General Fund	112.45
06/05/2020	IMPERIAL SPRINKLER SUPPLY INC	00471370	4169020-00	LANDSCAPING SUPPLIES	General Fund	19.65
Total for Payment No.:						132.10

Payment No: 016151

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	INDEPENDENT ELECTRIC SUPPLY INC	00472305	S104667741.001	LEOTEK LED STREET LIGHT #AR18-	Electric Utility	4,780.74
Total for Payment No.:						4,780.74

Payment No: 016152

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	INFOSEND INC	00470808	171314	BILL PRINT & MAIL	General Fund	14,444.67
06/05/2020	INFOSEND INC	00470808	171314	CMO - MISSION CITY SCENES-MAR	General Fund	19.95
06/05/2020	INFOSEND INC	00470808	171314	ELECTRIC - MARCH INSERT	Elec OperatingGrant Trust Fund	18.90
06/05/2020	INFOSEND INC	00470808	171314	CMO - MISSION CITY SCENES-APR	General Fund	1,466.20
06/05/2020	INFOSEND INC	00470808	171314	ELECTRIC - APRIL INSERT	Elec OperatingGrant Trust Fund	1,768.07
06/05/2020	INFOSEND INC	00470808	171314	TAXABLE	General Fund	7,643.02
06/05/2020	INFOSEND INC	00470809	171315	TAX & LICENSE MAILING SERVICES	General Fund	1,012.51
06/05/2020	INFOSEND INC	00470809	171315	TAXABLE	General Fund	214.11
Total for Payment No.:						26,587.43

Payment No: 016153

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	JAVELCO EQUIPMENT SVC INC	00471975	56840	PARTS- V#3079	Fleet Operation Fund	315.14
				Total for Payment No.:		315.14

Payment No: 016154

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	JMB CONSTRUCTION, INC.	00472276	902.110.20.50.10	15% CONTINGENCY.	Sewer Utility Construction	10,521.30
				Total for Payment No.:		10,521.30

Payment No: 016155

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	KATHY ST. JOHN	00472128	23311MAY2020	LITERACY CONSULTANT	Library Operating Grant Fund	1,587.50
				Total for Payment No.:		1,587.50

Payment No: 016156

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	LEHR AUTO ELECTRIC	00470766	SI40598	PARTS- V#3512	Vehicle Replacement Fund	6,998.77
06/05/2020	LEHR AUTO ELECTRIC	00470767	SI44114	PARTS-V#3481	Vehicle Replacement Fund	491.32
06/05/2020	LEHR AUTO ELECTRIC	00470768	SI45429	PARTS-STOCK	Fleet Operation Fund	236.64
06/05/2020	LEHR AUTO ELECTRIC	00470769	SI45498	PARTS-V#3481	Vehicle Replacement Fund	196.80
06/05/2020	LEHR AUTO ELECTRIC	00470770	SI45541	PARTS- V#3531	Vehicle Replacement Fund	356.47
06/05/2020	LEHR AUTO ELECTRIC	00470772	SI45802	PARTS-V#3531	Vehicle Replacement Fund	42.61
06/05/2020	LEHR AUTO ELECTRIC	00470773	SI45925	PARTS-V#3531	Vehicle Replacement Fund	281.81
				Total for Payment No.:		8,604.42

Payment No: 016157

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	LEVY SANTA CLARA CONVENTION CENTER	00470172	LEVYINV#0002	Meal Distribution Program	Other City Dept Op Grant Fund	191,550.00
06/05/2020	LEVY SANTA CLARA CONVENTION CENTER	00470172	LEVYINV#0002	Meal Distribution Program	Other City Dept Op Grant Fund	19,909.20
				Total for Payment No.:		211,459.20

Payment No: 016158

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	M&C PRODUCTS ANALYSIS TECHNOLOGY INC	00472232	4044076	PN# 740-TEC1202A_SSA - TEC1-2S	Electric Utility	4,986.83
06/05/2020	M&C PRODUCTS ANALYSIS TECHNOLOGY INC	00472232	4044076	PN# 740-TEC1_PP - TEC1-OPTION	Electric Utility	956.92
				Total for Payment No.:		5,943.75

Payment No: 016159

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	MARILYN A DIPPELL	00472127	872MAY2020	LITERACY TUTOR TRAINING	Library Operating Grant Fund	2,275.00
				Total for Payment No.:		2,275.00

Payment No: 016160

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	METAFILE INFORMATION SYSTEMS	00472032	049626	SYSTEM SUPPORT (JUL-SEP 2020)	General Fund	1,459.21
06/05/2020	METAFILE INFORMATION SYSTEMS	00472032	049626	SYSTEM SUPPORT (JUL-SEP 2020)	General Fund	1,459.22
				Total for Payment No.:		2,918.43

Payment No: 016161

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	MIDWEST TAPE LLC	00471413	98894736	1236 AD DVD'S	General Fund	159.29

06/05/2020	MIDWEST TAPE LLC	00471413	98894736	1236 Juv DVD	General Fund	27.77
06/05/2020	MIDWEST TAPE LLC	00471413	98894736	1241 AD DVD'S	General Fund	397.53
06/05/2020	MIDWEST TAPE LLC	00471413	98894736	1231 Juv DVD'S	General Fund	56.61
06/05/2020	MIDWEST TAPE LLC	00471413	98894736	1233 AD DVD'S	General Fund	105.38
06/05/2020	MIDWEST TAPE LLC	00471413	98894736	1235 AD MCD	General Fund	14.16
06/05/2020	MIDWEST TAPE LLC	00471413	98894736	1235 AD DVD'S	General Fund	668.04
				Total for Payment No.:		1,428.78

Payment No: 016162

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	MILTON SECURITY GROUP LLC	00472132	Q31335	AMI/MDMS PROJECT SUPPORT	Electric Utility Construction	7,200.00
06/05/2020	MILTON SECURITY GROUP LLC	00472133	Q31336	CYBER SECURITY/SSG SUPPORT	Electric Utility	9,280.00
06/05/2020	MILTON SECURITY GROUP LLC	00472134	Q31337	COULTER,ETHAN 5/16/20-5/29/20	Electric Utility	9,280.00
				Total for Payment No.:		25,760.00

Payment No: 016163

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	MISSION TRAIL WASTE SYSTEMS	00471390	0000441370	CORP YARD SERVICES	Solid Waste Program	2,999.88
06/05/2020	MISSION TRAIL WASTE SYSTEMS	00471392	0000441371	GARBAGE BIN BILLING MAY-20	General Fund	3,734.26
06/05/2020	MISSION TRAIL WASTE SYSTEMS	00471392	0000441371	GARBAGE BIN BILLING MAY-20	General Fund	4,445.30
06/05/2020	MISSION TRAIL WASTE SYSTEMS	00471392	0000441371	GARBAGE BIN BILLING MAY-20	General Fund	1,612.68
06/05/2020	MISSION TRAIL WASTE SYSTEMS	00471392	0000441371	GARBAGE BIN BILLING MAY-20	General Fund	1,182.54
06/05/2020	MISSION TRAIL WASTE SYSTEMS	00471392	0000441371	GARBAGE BIN BILLING MAY-20	General Fund	55.15
06/05/2020	MISSION TRAIL WASTE SYSTEMS	00471392	0000441371	GARBAGE BIN BILLING MAY-20	General Fund	1,322.56
06/05/2020	MISSION TRAIL WASTE SYSTEMS	00471392	0000441371	GARBAGE BIN BILLING MAY-20	Electric Utility	3,332.25
06/05/2020	MISSION TRAIL WASTE SYSTEMS	00471392	0000441371	GARBAGE BIN BILLING MAY-20	Water Utility	933.40
06/05/2020	MISSION TRAIL WASTE SYSTEMS	00471392	0000441371	GARBAGE BIN BILLING MAY-20	Solid Waste Program	651.66
06/05/2020	MISSION TRAIL WASTE SYSTEMS	00471392	0000441371	GARBAGE BIN BILLING MAY-20	Electric Utility	230.05
06/05/2020	MISSION TRAIL WASTE SYSTEMS	00471399	0000441378	SVP GRBGE/RECYCL	Electric Utility	1,002.60

Total for Payment No.: 21,502.33

Payment No: 016164

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	MT TIRE SERVICE	00470774	13610	TIRE- V#3183 WO# 127235	Fleet Operation Fund	355.34
06/05/2020	MT TIRE SERVICE	00470774	13610	TIRE TAX- V#3183 WO# 127235	Fleet Operation Fund	3.50
06/05/2020	MT TIRE SERVICE	00470774	13610	LABOR- V#3183 WO# 127235	Fleet Operation Fund	60.00
06/05/2020	MT TIRE SERVICE	00470775	13611	LABOR- FLEET SERVICE	Fleet Operation Fund	120.00
06/05/2020	MT TIRE SERVICE	00470776	13670	PARTS- V#13670 WO#127233	Fleet Operation Fund	30.00
06/05/2020	MT TIRE SERVICE	00470777	13675	LABOR- V#3224 WO# 127249	Fleet Operation Fund	40.00
06/05/2020	MT TIRE SERVICE	00470778	13676	LABOR- V#13676 wo# 127248	Fleet Operation Fund	35.00
06/05/2020	MT TIRE SERVICE	00470779	13677	LABOR-FLEET SERVICE	Fleet Operation Fund	120.00
Total for Payment No.:						763.84

Payment No: 016165

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	MUNISERVICES LLC	00470077	INV06-008848	STARS SVC 4TH QTR 2019 RPTS	General Fund	1,142.14
Total for Payment No.:						1,142.14

Payment No: 016166

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	OVERDRIVE INC	00471292	00910DA20148056	1241 AD EBK	General Fund	243.98
06/05/2020	OVERDRIVE INC	00471295	00910CO20147726	1241 AD EBK	General Fund	1,541.42
06/05/2020	OVERDRIVE INC	00471296	00910CO20147914	1231 Juv EBK	General Fund	3,462.29
06/05/2020	OVERDRIVE INC	00471297	00910CO20147916	1241 AD EBK	General Fund	2,545.83
Total for Payment No.:						7,793.52

Payment No: 016167

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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06/05/2020	PMIT	00471389	3	EBUILDER CONSULTING SVCS APR20	Electric Utility Construction	1,672.42
06/05/2020	PMIT	00471389	3	EBUILDER CONSULTING SVCS APR20	Water Utility	836.21
06/05/2020	PMIT	00471389	3	EBUILDER CONSULTING SVCS APR20	Sewer Utility	836.21
06/05/2020	PMIT	00471389	3	EBUILDER CONSULTING SVCS APR20	General Fund	418.10
06/05/2020	PMIT	00471389	3	EBUILDER CONSULTING SVCS APR20	PW Capital Proj ManagementFund	418.10
06/05/2020	PMIT	00471389	3	EBUILDER CONSULTING SVCS APR20	PW Capital Proj ManagementFund	418.10
06/05/2020	PMIT	00471389	3	EBUILDER CONSULTING SVCS APR20	PW Capital Proj ManagementFund	418.10
Total for Payment No.:						5,017.24

Payment No: 016168

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	PRAXAIR DISTRIBUTION INC	00472084	96727288	IND HIGH PRESSURE>100CF	Electric Utility	117.00
06/05/2020	PRAXAIR DISTRIBUTION INC	00472084	96727288	IND LIQUID 160-199LT HIGH PRES	Electric Utility	139.77
06/05/2020	PRAXAIR DISTRIBUTION INC	00472084	96727288	SAFETY AND ENVIRONMENT FEE	Electric Utility	25.45
Total for Payment No.:						282.22

Payment No: 016169

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	PREFERRED BENEFIT	00472420	EIA32966	DENTAL PREM JUNE2020	Payroll Liability&ClearingAcct	75,522.30
06/05/2020	PREFERRED BENEFIT	00472421	EIA32967	DENTAL PREM JUNE2020	Payroll Liability&ClearingAcct	8,669.94
06/05/2020	PREFERRED BENEFIT	00472423	EIA32968	VISION PREM JUNE 2020	Payroll Liability&ClearingAcct	10,406.20
Total for Payment No.:						94,598.44

Payment No: 016170

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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06/05/2020	PRESIDIO HOLDINGS INC.	00471267	6013220005655	Catalyst 9500 24x1/10/25G and	Electric Utility Construction	19,825.49
06/05/2020	PRESIDIO HOLDINGS INC.	00471267	6013220005655	SNTC-24X7X4 Catalyst 9500 24-p	Electric Utility Construction	4,089.93
06/05/2020	PRESIDIO HOLDINGS INC.	00471267	6013220005655	650W AC Config 4 Power Supply	Electric Utility Construction	1,927.48
06/05/2020	PRESIDIO HOLDINGS INC.	00471267	6013220005655	Cisco Catalyst 9500 DNA Advant	Electric Utility Construction	5,978.05
Total for Payment No.:						31,820.95

Payment No: 016171

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	RICOH CORP	00472130	9028394271	STADIUM BRIEFING ROOM RICOH LE	General Fund	77.81
06/05/2020	RICOH CORP	00472130	9028394271	STADIUM MANAGERS OFFICE RICOH	S.C.Stadium Authority Ops	65.00
06/05/2020	RICOH CORP	00472130	9028394271	LEASE/USAGE	Information Technology Service	17,038.87
Total for Payment No.:						17,181.68

Payment No: 016172

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	ROBERTO GUTIERREZ	00472245	17908APR2020	ASSAULT WEAPON ID/GUN LAWS	General Fund	17.00
Total for Payment No.:						17.00

Payment No: 016173

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	RODNEY C PEOPLES	00471405	R200513	FLARE STATION & PUMP SERVCS	Solid Waste Utility-Constructi	4,298.00
Total for Payment No.:						4,298.00

Payment No: 016174

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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06/05/2020	SC FUELS	00472281	4293216	UNLEADED GASOLINE (87 OCTANE -	Fleet Operation Fund	10,416.10
				Total for Payment No.:		10,416.10

Payment No: 016175

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	TECHNOLOGY, ENGINEERING & CONSTRUCTION	00471410	199802	MONTHLY VISUAL INSPCTNS	Fleet Operation Fund	375.00
				Total for Payment No.:		375.00

Payment No: 016176

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	THE GOODYEAR TIRE & RUBBER COMPANY	00470286	189-1103260	PARTS- STOCK	Fleet Operation Fund	1,063.97
06/05/2020	THE GOODYEAR TIRE & RUBBER COMPANY	00470286	189-1103260	CA WASTE TIRE FEE	Fleet Operation Fund	20.99
06/05/2020	THE GOODYEAR TIRE & RUBBER COMPANY	00470287	189-1103261	PARTS- STOCK	Fleet Operation Fund	2,260.46
06/05/2020	THE GOODYEAR TIRE & RUBBER COMPANY	00470287	189-1103261	CA WASTE TIRE FEE	Fleet Operation Fund	32.47
06/05/2020	THE GOODYEAR TIRE & RUBBER COMPANY	00470288	189-1103274	PARTS- STOCK	Fleet Operation Fund	71.55
06/05/2020	THE GOODYEAR TIRE & RUBBER COMPANY	00470288	189-1103274	CA WASTE TIRE FEE	Fleet Operation Fund	1.91
				Total for Payment No.:		3,451.35

Payment No: 016177

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	THERMO ENVIRONMENTAL	00472236	470183	PN# EM-116752-00 - ASSY, FAN,	Electric Utility	99.66
06/05/2020	THERMO ENVIRONMENTAL	00472236	470183	PN# EM-116584-00 - ASSY, PUMP,	Electric Utility	1,272.88
06/05/2020	THERMO ENVIRONMENTAL	00472236	470183	PN# EM-115925-00 - MOTOR, STEP	Electric Utility	392.72
06/05/2020	THERMO ENVIRONMENTAL	00472236	470183	PN# EM-115943-00 - ASSY, PREAM	Electric Utility	1,616.27
06/05/2020	THERMO ENVIRONMENTAL	00472236	470183	PN# EM-115635-01 - ASSY, POWER	Electric Utility	1,014.36

06/05/2020	THERMO ENVIRONMENTAL	00472236	470183	PN# EM-116752-00 - ASSY, FAN,	Electric Utility	99.66
06/05/2020	THERMO ENVIRONMENTAL	00472236	470183	PN# EM-117097-00 - ASSY, PUMP,	Electric Utility	1,476.16
06/05/2020	THERMO ENVIRONMENTAL	00472236	470183	PN# EM-117165-00 - ASSY, PMT C	Electric Utility	745.97
06/05/2020	THERMO ENVIRONMENTAL	00472236	470183	PN# EM-117207-00 - ASSY, FITTI	Electric Utility	1,004.50
06/05/2020	THERMO ENVIRONMENTAL	00472236	470183	PN# EM-115635-02 - ASSY, POWER	Electric Utility	762.74
06/05/2020	THERMO ENVIRONMENTAL	00472236	470183	PN# EM-106066-00 - MDL 42 HAMA	Electric Utility	1,707.03
06/05/2020	THERMO ENVIRONMENTAL	00472236	470183	PN# EM-9973 - OZONATOR ASSEMBL	Electric Utility	603.88
06/05/2020	THERMO ENVIRONMENTAL	00472236	470183	PN# EM-113982-00 - ASSY, PERME	Electric Utility	809.12
06/05/2020	THERMO ENVIRONMENTAL	00472240	470355	PN# EM-101419-00 - ASSY, OZONA	Electric Utility	639.76
				Total for Payment No.:		12,244.71

Payment No: 016178

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	TIFCO INDUSTRIES	00470795	71549560	PARTS- SHOP USE	Fleet Operation Fund	41.93
06/05/2020	TIFCO INDUSTRIES	00472008	71548508	COVID SUPPLIES-SANITIZER	Other City Dept Op Grant Fund	381.45
				Total for Payment No.:		423.38

Payment No: 016179

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	UNISYS CORP	00472036	M2004007	INFORMATION TECHNOLOGY SERVICE	Information Technology Service	703,236.21
06/05/2020	UNISYS CORP	00472036	M2004007	INFORMATION TECHNOLOGY SERVICE	General Fund	969.78
				Total for Payment No.:		704,205.99

Payment No: 016180

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	UNIVERSAL SITE SERVICES	00471398	20020329	SCCC VALVE REPLACEMTN	Convention Cnt Maintenance Dis	137.50
				Total for Payment No.:		137.50

Payment No: 016181

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	WAXIE SANITARY SUPPLY	00471302	79181479	IN-SIGHT JRT ESCORT	General Fund	216.21
06/05/2020	WAXIE SANITARY SUPPLY	00471303	79180254	IN-SIGHT JRT ESCORT	General Fund	216.21
				Total for Payment No.:		432.42

Payment No: 016182

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	WECO INDUSTRIES LLC	00472186	0045550-IN	CABLE, FOR SEWER CUTTERS, 8 FT	Water Utility	1,289.94
				Total for Payment No.:		1,289.94

Payment No: 016183

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	WESTERN STATES OIL CO	00470800	440175	FUEL PD MTRCYLS TANK #91	Fleet Operation Fund	148.67
				Total for Payment No.:		148.67

Payment No: 016184

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	WILLIAMS SCOTSMAN INC	00472100	7820990	CONTAINER RENTAL MAY20	Electric Utility Construction	460.80
06/05/2020	WILLIAMS SCOTSMAN INC	00472101	7821810	CONTAINER RENTAL SERRA MAY20	Electric Utility Construction	367.71
				Total for Payment No.:		828.51
				Overall Total		1,979,613.10



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

Run Date 6/4/2020
Run Time 9:30:25 AM

Sorted by Payment Number

Payment No: 643561

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	CA DEPT OF FISH & WILDLIFE	00471305	4503MAY2020	PERMIT FEES - LSA AGREEMENT	Streets And Highways	21,722.00
				Total for Payment No.:		21,722.00

Payment No: 643562

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	CALIF REGIONAL WATER QUALITY	00471306	4831MAY2020	PERMIT FEE DREDGE&FILL APPLCTN	Streets And Highways	1,949.00
				Total for Payment No.:		1,949.00

Payment No: 643563

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	CALIFORNIA BANK OF COMMERCE	00472278	24570MAY2020	ESCROW: 15% CONTINGENCY.	Sewer Utility Construction	553.75
				Total for Payment No.:		553.75

Payment No: 643564

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	CRATUS INC.	00472280	24563MAY2020	SANITARY SEWER CONDITION ASSES	Sewer Utility Construction	259,390.00
06/05/2020	CRATUS INC.	00472280	24563MAY2020	15% CONTINGENCY.	Sewer Utility Construction	67,204.20
06/05/2020	CRATUS INC.	00472280	24563MAY2020	RETENTION	Sewer Utility Construction	-16,329.71
				Total for Payment No.:		310,264.49

Payment No: 643565

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	G. BORTOLOTTO & CO	00472413	6404MAY2020	RETENTION RELEASE	Convention Cnt Maintenance Dis	6,325.54
06/05/2020	G. BORTOLOTTO & CO	00472413	6404MAY2020	RETENTION RELEASE	Streets And Highways	15,514.98
06/05/2020	G. BORTOLOTTO & CO	00472413	6404MAY2020	RETENTION RELEASE	Streets And Highways	41,870.77
06/05/2020	G. BORTOLOTTO & CO	00472413	6404MAY2020	RETENTION RELEASE	Downtown Parking Maintenance D	2,625.84
06/05/2020	G. BORTOLOTTO & CO	00472413	6404MAY2020	RETENTION RELEASE	Streets And Highways	80,242.26
06/05/2020	G. BORTOLOTTO & CO	00472413	6404MAY2020	RETENTION RELEASE	Water Utility	1,210.94
06/05/2020	G. BORTOLOTTO & CO	00472413	6404MAY2020	RETENTION RELEASE	Sewer Utility	1,086.84
06/05/2020	G. BORTOLOTTO & CO	00472413	6404MAY2020	RETENTION RELEASE	Streets And Highways	1,122.83
				Total for Payment No.:		150,000.00

Payment No: 643566

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	ISMAEL RAMIREZ	00471342	29420MAY2020	FY19-20 BOOT RMBRSMNT UNIT 7	General Fund	237.00
06/05/2020	ISMAEL RAMIREZ	00471343	29420MAY2020A	FY19-20 RAINGEAR RMBRSMNT UNT7	General Fund	90.32
				Total for Payment No.:		327.32

Payment No: 643567

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	JAMES SITLER	00472248	18438APR2020	FIREARMS RIFLE INSTRUCTOR	General Fund	85.00
06/05/2020	JAMES SITLER	00472249	18438APR2020A	FORCE OPTIONS INSTRUCTOR	General Fund	68.00
				Total for Payment No.:		153.00

Payment No: 643568

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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06/05/2020	JAMIL COLEMAN	00472152	33839MAY2020	REIMB-EOC STAFF LUNCH	Other City Dept Op Grant Fund	98.31
Total for Payment No.:						98.31
Payment No: 643569						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	JASON KOEHLER	00472246	24586APR2020	FIELD TRAIN OFFICER UPDATE	General Fund	51.00
Total for Payment No.:						51.00
Payment No: 643570						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	JENNIFER CULLEN	00472242	18427APR2020	RECORDS SUPERVISOR COURSE	General Fund	381.00
Total for Payment No.:						381.00
Payment No: 643571						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	JUDITH DZIUBA	00472244	24659APR2020	CAL NENA CONFERENCE	General Fund	169.00
Total for Payment No.:						169.00
Payment No: 643572						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	STEVEN FOLKES	00471344	34799MAY2020	FY19-20 BOOT RMBRSMNT UNIT 7	General Fund	229.37
Total for Payment No.:						229.37
Payment No: 643573						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	3515-3585 MONROE ST LLC	00472401	77420-03 Utility Refund	UTILITY REFUND	General Fund	9.68
Total for Payment No.:						9.68

Payment No: 643574

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	ARCHSTONE SANTA CLARA	00472392	65221-07 Utility Refund	UTILITY REFUND	General Fund	30.71
06/05/2020	ARCHSTONE SANTA CLARA	00472393	65387-22 Utility Refund	UTILITY REFUND	General Fund	42.75
06/05/2020	ARCHSTONE SANTA CLARA	00472394	65399-26 Utility Refund	UTILITY REFUND	General Fund	52.35
06/05/2020	ARCHSTONE SANTA CLARA	00472395	65408-28 Utility Refund	UTILITY REFUND	General Fund	191.32
06/05/2020	ARCHSTONE SANTA CLARA	00472396	65452-30 Utility Refund	UTILITY REFUND	General Fund	68.84
06/05/2020	ARCHSTONE SANTA CLARA	00472397	65462-15 Utility Refund	UTILITY REFUND	General Fund	25.23
06/05/2020	ARCHSTONE SANTA CLARA	00472398	65639-19 Utility Refund	UTILITY REFUND	General Fund	9.43
06/05/2020	ARCHSTONE SANTA CLARA	00472399	65641-11 Utility Refund	UTILITY REFUND	General Fund	82.58
				Total for Payment No.:		503.21

Payment No: 643575

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	HABTMEKEL, MENGSTAB	00472391	29473-24 Utility Refund	UTILITY REFUND	General Fund	17.68
				Total for Payment No.:		17.68

Payment No: 643576

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	MARS, NANCY	00472405	76908-03 Utility Refund	UTILITY REFUND	General Fund	3.51
				Total for Payment No.:		3.51

Payment No: 643577

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	TRPF VILLAS ON THE BLVD LLC	00472402	78223-03 Utility Refund	UTILITY REFUND	General Fund	48.89
06/05/2020	TRPF VILLAS ON THE BLVD LLC	00472403	78230-03 Utility Refund	UTILITY REFUND	General Fund	117.37
06/05/2020	TRPF VILLAS ON THE BLVD LLC	00472404	78239-03 Utility Refund	UTILITY REFUND	General Fund	47.49
				Total for Payment No.:		213.75

Payment No: 643578

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	CA FRANCHISE TAX BOARD	00472416	05/17/20-05/30/20CB	WAGE ATTACHMENT B2012	Payroll Liability&ClearingAcct	150.00
				Total for Payment No.:		150.00

Payment No: 643579

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	CAL PERS LONG TERM CARE PROGRAM	00472414	13392093	BIWEEKLY PR CALPERS LT B2012	Payroll Liability&ClearingAcct	378.74
				Total for Payment No.:		378.74

Payment No: 643580

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	METLIFE INDIVIDUAL LONG TERM	00472419	19647956 JUN2020	BIWEEKLY PR METLIFE LONG TERM	Payroll Liability&ClearingAcct	421.83
				Total for Payment No.:		421.83

Payment No: 643581

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	U.S. BANK	00472425	05/17/20-05/30/20	BIWKLY PAYROLL DED PARS B2012	Fringe Benefits	8,766.08
				Total for Payment No.:		8,766.08

Payment No: 643582

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	US TREASURY	00472417	05/17/20-05/30/20JO	WAGE ATTACHMENT B2012	Payroll Liability&ClearingAcct	50.00
				Total for Payment No.:		50.00

Payment No: 643583

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	AEROHIVE NETWORKS INC	00472383	REFUND AR ITEM -89121CR	REFUND DUPE PYMNT INV89121	General Fund	161.00
				Total for Payment No.:		161.00

Payment No: 643584

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	CA DEPT OF TOXIC SUBSTANCE CNTRL	00472111	19SM5526	SC POLICE STATION JAN-MAR2020	Public Buildings	164.33
				Total for Payment No.:		164.33

Payment No: 643585

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	CA DEPT OF TOXIC SUBSTANCE CNTRL	00472113	19SM5541	SC GATEWAY JAN-MAR2020	Public Buildings	54.72
				Total for Payment No.:		54.72

Payment No: 643586

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	FERMA CORP	00469883	15906MAY2020	OVERPMT REIMB FRANCHISE FEE	General Fund	326.49
				Total for Payment No.:		326.49

Payment No: 643587

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	GW DEBRIS SERVICES LLC	00469882	34793MAY2020	OVERPMT REIMB FRANCHISE FEE	General Fund	1,231.14
				Total for Payment No.:		1,231.14

Payment No: 643588

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	RECOLOGY SOUTH BAY	00469885	17365MAY2020	OVERPMT REIMB FRANCHISE FEE	General Fund	10,002.38
				Total for Payment No.:		10,002.38

Payment No: 643589

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	ACE PARKING MANAGEMENT INC	00471269	161218	FY 2019-20 3077-PARKING CONTRO	Convention Cnt Maintenance Dis	2,796.14
06/05/2020	ACE PARKING MANAGEMENT INC	00471269	161218	FY 2019-20 3078-PARKING CONTRO	Convention Cnt Maintenance Dis	377.93
06/05/2020	ACE PARKING MANAGEMENT INC	00471269	161218	FY 2019-20 3079-PARKING CONTRO	Convention Cnt Maintenance Dis	377.93
06/05/2020	ACE PARKING MANAGEMENT INC	00471270	161303	FY 2019-20 3077-PARKING CONTRO	Convention Cnt Maintenance Dis	122.80
06/05/2020	ACE PARKING MANAGEMENT INC	00471270	161303	FY 2019-20 3078-PARKING CONTRO	Convention Cnt Maintenance Dis	16.60
06/05/2020	ACE PARKING MANAGEMENT INC	00471270	161303	FY 2019-20 3079-PARKING CONTRO	Convention Cnt Maintenance Dis	16.60
				Total for Payment No.:		3,708.00

Payment No: 643590

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	ACT, A DIVISION OF CCI	00472218	876096	CITY HALL	General Fund	85.00
06/05/2020	ACT, A DIVISION OF CCI	00472218	876096	OLD COURTHOUSE	General Fund	85.00
06/05/2020	ACT, A DIVISION OF CCI	00472218	876096	COMMUNITY RECREATION CENTER	General Fund	85.00
06/05/2020	ACT, A DIVISION OF CCI	00472218	876096	FIRE STATION #1	General Fund	85.00
06/05/2020	ACT, A DIVISION OF CCI	00472218	876096	CENTRAL LIBRARY	General Fund	85.00
06/05/2020	ACT, A DIVISION OF CCI	00472218	876096	NORTHSIDE LIBRARY	General Fund	85.00
06/05/2020	ACT, A DIVISION OF CCI	00472218	876096	POLICE DEPT	General Fund	85.00
06/05/2020	ACT, A DIVISION OF CCI	00472218	876096	TRITON MUSEUM	Public Buildings	85.00
				Total for Payment No.:		680.00

Payment No: 643591

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	ACT, A DIVISION OF CCI	00472219	0330401-IN	CITY HALL	General Fund	85.00
06/05/2020	ACT, A DIVISION OF CCI	00472219	0330401-IN	OLD COURTHOUSE	General Fund	85.00

06/05/2020	ACT, A DIVISION OF CCI	00472219	0330401-IN	COMMUNITY RECREATION CENTER	General Fund	85.00
06/05/2020	ACT, A DIVISION OF CCI	00472219	0330401-IN	FIRE STATION #1	General Fund	85.00
06/05/2020	ACT, A DIVISION OF CCI	00472219	0330401-IN	CENTRAL LIBRARY	General Fund	85.00
06/05/2020	ACT, A DIVISION OF CCI	00472219	0330401-IN	NORTHSIDE LIBRARY	General Fund	85.00
06/05/2020	ACT, A DIVISION OF CCI	00472219	0330401-IN	POLICE DEPT	General Fund	85.00
06/05/2020	ACT, A DIVISION OF CCI	00472219	0330401-IN	TRITON MUSEUM	Public Buildings	85.00
06/05/2020	ACT, A DIVISION OF CCI	00472220	0332208-IN	CITY HALL	General Fund	85.00
06/05/2020	ACT, A DIVISION OF CCI	00472220	0332208-IN	OLD COURTHOUSE	General Fund	85.00
06/05/2020	ACT, A DIVISION OF CCI	00472220	0332208-IN	COMMUNITY RECREATION CENTER	General Fund	85.00
06/05/2020	ACT, A DIVISION OF CCI	00472220	0332208-IN	FIRE STATION #1	General Fund	85.00
06/05/2020	ACT, A DIVISION OF CCI	00472220	0332208-IN	CENTRAL LIBRARY	General Fund	85.00
06/05/2020	ACT, A DIVISION OF CCI	00472220	0332208-IN	NORTHSIDE LIBRARY	General Fund	85.00
06/05/2020	ACT, A DIVISION OF CCI	00472220	0332208-IN	POLICE DEPT	General Fund	85.00
06/05/2020	ACT, A DIVISION OF CCI	00472220	0332208-IN	TRITON MUSEUM	Public Buildings	85.00
				Total for Payment No.:		1,360.00

Payment No: 643592

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	AIR COOLED ENGINES	00470279	83317	PARTS- V# 3238	Fleet Operation Fund	314.68
				Total for Payment No.:		314.68

Payment No: 643593

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	ALL STAR GLASS	00471440	ISJ068965	LABOR- V#3189 WO#126654	Fleet Operation Fund	400.00
06/05/2020	ALL STAR GLASS	00471440	ISJ068965	PARTS- V#3189 WO#126654	Fleet Operation Fund	54.51
06/05/2020	ALL STAR GLASS	00471441	ISJ068976	LABOR- V#3284 WO#126726	Fleet Operation Fund	121.00
06/05/2020	ALL STAR GLASS	00471441	ISJ068976	PARTS- V#3284 WO#126726	Fleet Operation Fund	427.58
06/05/2020	ALL STAR GLASS	00471442	ISJ068985	PARTS- V#3020 WO# 126733	Fleet Operation Fund	581.17
06/05/2020	ALL STAR GLASS	00471442	ISJ068985	LABOR- V#3020 WO# 126733	Fleet Operation Fund	115.50

06/05/2020	ALL STAR GLASS	00471443	ISJ069262	LABOR- V#3264 WO#126916	Fleet Operation Fund	79.95
Total for Payment No.:						1,779.71

Payment No: 643594

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	AMISH MEHTA	00472156	R220-EVC-044	EV CHGR REB; ACCT# 77061-02	Elec OperatingGrant Trust Fund	500.00
Total for Payment No.:						500.00

Payment No: 643595

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	ANYTIME FITNESS	00472379	34906JUN2020	Small Business Assistance Gran	General Fund	10,000.00
Total for Payment No.:						10,000.00

Payment No: 643596

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	APPALA UPPALAPATI	00472154	R220-EVC-041	EV CHGR REB; ACCT# 54679-04	Elec OperatingGrant Trust Fund	599.99
Total for Payment No.:						599.99

Payment No: 643597

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	AQUA NOVA ENGINEERING PLC	00470821	10601	CONSULTING: POND TREATMENT	General Fund	1,441.20
Total for Payment No.:						1,441.20

Payment No: 643598

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	ARAMARK	00472102	22385640	REUSABLE FACE MASKS	Other City Dept Op Grant Fund	135.71
06/05/2020	ARAMARK	00472102	22385640	SHIPPING&HANDLING	Other City Dept Op	10.90

06/05/2020	ARAMARK	00472103	22406398	REUSABLE FACE MASKS	Grant Fund Other City Dept Op Grant Fund	135.71
Total for Payment No.:						282.32

Payment No: 643599

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	ARAMARK UNIFORM SERVICES	00472083	760819395	CLEANING SVC/SHOP TOWELS DVR	Electric Utility	406.76
Total for Payment No.:						406.76

Payment No: 643600

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	AT&T CALNET	00471422	000014796270	BN9391023721 4/25/20-5/24/20	Electric Utility	872.26
Total for Payment No.:						872.26

Payment No: 643601

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	AT&T CALNET	00471423	000014796150	BAN: 9391015175 4/25-5/24/20	Electric Utility	7,421.18
06/05/2020	AT&T CALNET	00471423	000014796150	BAN: 9391015175 4/25-5/24/20	Information Technology Service	102.11
Total for Payment No.:						7,523.29

Payment No: 643602

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	AT&T MOBILITY	00471428	828850115X05162020	CAO	General Fund	43.23
06/05/2020	AT&T MOBILITY	00471428	828850115X05162020	LIBRARY	General Fund	125.22
06/05/2020	AT&T MOBILITY	00471428	828850115X05162020	IT	Information Technology Service	43.74
06/05/2020	AT&T MOBILITY	00471428	828850115X05162020	COVID	Other City Dept Op Grant Fund	68.82
Total for Payment No.:						281.01

Payment No: 643603

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	AT&T MOBILITY	00471429	876361352X05162020	DPW	General Fund	367.01
				Total for Payment No.:		367.01

Payment No: 643604

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	AT&T MOBILITY	00471430	876361410X05162020	PARKS	General Fund	40.74
06/05/2020	AT&T MOBILITY	00471430	876361410X05162020	PARKS	General Fund	81.48
06/05/2020	AT&T MOBILITY	00471430	876361410X05162020	PARKS	Information Technology Service	43.46
				Total for Payment No.:		165.68

Payment No: 643605

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	AT&T MOBILITY	00471431	828915204X05162020	BLDG INSPECTION	General Fund	5.00
06/05/2020	AT&T MOBILITY	00471431	828915204X05162020	BLDG INSPECTION	Information Technology Service	17.27
				Total for Payment No.:		22.27

Payment No: 643606

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	AT&T MOBILITY	00471432	287262084337X05162020	BLDG iPADS	General Government - Other	778.14
				Total for Payment No.:		778.14

Payment No: 643607

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	AT&T MOBILITY	00471434	828848268X05162020	BLDG MAINTENANCE	General Fund	449.99
				Total for Payment No.:		449.99

Payment No: 643608

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	AT&T MOBILITY	00471435	828928594X05162020	STREETS	Solid Waste Utility-Constructi	26.24
06/05/2020	AT&T MOBILITY	00471435	828928594X05162020	STREETS	General Fund	86.00
06/05/2020	AT&T MOBILITY	00471435	828928594X05162020	STREETS	General Fund	155.87
06/05/2020	AT&T MOBILITY	00471435	828928594X05162020	STREETS	General Fund	296.85
06/05/2020	AT&T MOBILITY	00471435	828928594X05162020	STREETS	General Fund	258.24
06/05/2020	AT&T MOBILITY	00471435	828928594X05162020	STREETS	General Fund	183.73
06/05/2020	AT&T MOBILITY	00471435	828928594X05162020	STREETS	General Fund	36.94
				Total for Payment No.:		1,043.87

Payment No: 643609

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	ATLAS COPCO COMPRESSORS LLC	00470280	1120045190	V#2952 WO#127141	Fleet Operation Fund	2,287.73
				Total for Payment No.:		2,287.73

Payment No: 643610

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	AUTOMATIC DOOR SYSTEMS INC	00472016	43397	CAMDEN KEY SWITCH 3 POSITION	General Fund	380.00
06/05/2020	AUTOMATIC DOOR SYSTEMS INC	00472016	43397	CAMDEN KEY SWITCH 3 POSITION	General Fund	82.84
				Total for Payment No.:		462.84

Payment No: 643611

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	BANK UP CORP	00470806	4071	OUTSOURCE CASH RECEIPTS	General Fund	3,079.86
				Total for Payment No.:		3,079.86

Payment No: 643612

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	BATEMAN SENIOR MEALS	00472204	INV4650002095	BATEMAN MEALS FY 19-20	Park and Rec Opr GrantTst Fund	4,097.28
06/05/2020	BATEMAN SENIOR MEALS	00472205	INV4650002113	BATEMAN MEALS FY 19-20	Park and Rec Opr GrantTst Fund	4,519.68
				Total for Payment No.:		8,616.96

Payment No: 643613

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	BAY ALARM	00472384	REFUND AR ITEM -89282CR	REFUND DUPE PYMNT INV89282	General Fund	161.00
				Total for Payment No.:		161.00

Payment No: 643614

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	BI WU	00472155	R220-EVC-042	EV CHGR REB; ACCT# 43976-03	Elec OperatingGrant Trust Fund	550.00
				Total for Payment No.:		550.00

Payment No: 643615

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	BILL WILSON CENTER	00472284	TBRA-02-2020BW	BWC - HOME TBRA FY19/20	H.U.D Capital Projects	6,949.00
06/05/2020	BILL WILSON CENTER	00472284	TBRA-02-2020BW	BWC - HSCAG/SB341 TBRA FY19/20	Housing Successor	8,106.17
06/05/2020	BILL WILSON CENTER	00472288	TBRA-01-2020BW	BWC - HSCAG/SB341 TBRA FY19/20	Housing Successor	7,677.26
06/05/2020	BILL WILSON CENTER	00472289	TBRA-12-2019BW	BWC - HSCAG/SB341 TBRA FY19/20	Housing Successor	4,744.25
				Total for Payment No.:		27,476.68

Payment No: 643616

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	BRIGHTVIEW LANDSCAPE SERVICES, INC.	00472203	6784518	ADDITIONAL SERVICES - CONTINGEN	Convention Cnt Maintenance Dis	447.02

Total for Payment No.: 447.02

Payment No: 643617

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	BY GEORGE CONSTRUCTION	00471312	DULL-G-4	JOB 100% COMPLETE - DULL	H.U.D Capital Projects	5,789.19
06/05/2020	BY GEORGE CONSTRUCTION	00471312	DULL-G-4	DULL - 10412	H.U.D Capital Projects	5,789.19
06/05/2020	BY GEORGE CONSTRUCTION	00471312	DULL-G-4	DULL - 10412	H.U.D Capital Projects	-5,789.19
Total for Payment No.:						5,789.19

Payment No: 643618

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	CA EMPLOYMENT DEVELOPMENT DEPT	00472122	L0517252832	UNEMP INS QUARTER 1 2020 - GEN	Unemployment Insurance Fund	6,231.00
Total for Payment No.:						6,231.00

Payment No: 643619

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	CAPITOL HYUNDAI	00472131	68378	2020 HYUNDAI KONA EV SEL	Elec OperatingGrant Trust Fund	39,239.95
06/05/2020	CAPITOL HYUNDAI	00472131	68378	DOCUMENT FEE	Elec OperatingGrant Trust Fund	85.00
06/05/2020	CAPITOL HYUNDAI	00472131	68378	CHALK WHITE (P6W) PAINT	Elec OperatingGrant Trust Fund	307.43
06/05/2020	CAPITOL HYUNDAI	00472131	68378	CA TIRE FEES	Elec OperatingGrant Trust Fund	7.63
Total for Payment No.:						39,640.01

Payment No: 643620

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	CHIANG-YU CHEN	00472153	R220-EVC-038	EV CHGR REB; ACCT# 77058-02	Elec OperatingGrant	699.00

Total for Payment No.:

699.00

Payment No: 643621

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	CL MANUFACTURING	00472385	REFUND AR ITEM -89963CR	REFUND PYMNT INV89963-ERROR	General Fund	50.00
Total for Payment No.:						50.00

Payment No: 643622

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	COGENT COMMUNICATIONS	00471998	CITYOFS00015MAY2020	INTERNET ACCESS SERVICE	Information Technology Service	1,500.00
Total for Payment No.:						1,500.00

Payment No: 643623

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	CONCENTRA MEDICAL CENTERS	00472136	67965139	DOT CERT - ELECTRIC FIELD SERV	Electric Utility	85.00
Total for Payment No.:						85.00

Payment No: 643624

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	CRANE CERTIFICATION &	00472104	1031	INSPCTN- V#2568 WO#127314	Fleet Operation Fund	450.00
06/05/2020	CRANE CERTIFICATION &	00472104	1031	INSPCTN- V#3015 WO#127315	Fleet Operation Fund	450.00
06/05/2020	CRANE CERTIFICATION &	00472104	1031	INSPCTN- V#2656 WO#127317	Fleet Operation Fund	450.00
06/05/2020	CRANE CERTIFICATION &	00472104	1031	INSPCTN- V#3357 WO#127316	Fleet Operation Fund	275.00
Total for Payment No.:						1,625.00

Payment No: 643625

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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06/05/2020	CRESCO EQUIPMENT RENTALS	00472080	5171904-0001	PROPANE	Electric Utility	34.02
Total for Payment No.:						34.02

Payment No: 643626

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	CSG CONSULTANTS INC	00471333	30517	AGREEMENT FOR PRUNERIDGE-LAWRE	Streets And Highways	7,097.75
06/05/2020	CSG CONSULTANTS INC	00471334	30516	AGREEMENT FOR PRUNERIDGE-LAWRE	Streets And Highways	870.00
06/05/2020	CSG CONSULTANTS INC	00471341	30515	AGREEMENT FOR PRUNERIDGE-LAWRE	Streets And Highways	6,459.75
Total for Payment No.:						14,427.50

Payment No: 643627

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	D&M TRAFFIC SERVICES	00470824	71107	SAFETY VESTS	Other City Dept Op Grant Fund	521.57
06/05/2020	D&M TRAFFIC SERVICES	00471347	71329	TRAFFIC CONES W STENCIL	General Fund	49.74
06/05/2020	D&M TRAFFIC SERVICES	00472183	70650	PAINT, MARKING, FLOURESCENT OR	Electric Utility	341.72
06/05/2020	D&M TRAFFIC SERVICES	00472185	70080	PAINT, MARKING, FLOURESCENT OR	Electric Utility	284.76
06/05/2020	D&M TRAFFIC SERVICES	00472185	70080	PAINT, MARKING, RED AERVOE#201	Electric Utility	170.86
Total for Payment No.:						1,368.65

Payment No: 643628

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	DANIEL LITTLE	00472157	R220-EVC-045	EV CHGR REB; ACCT# 40421-02	Elec OperatingGrant Trust Fund	1,000.00
Total for Payment No.:						1,000.00

Payment No: 643629

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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06/05/2020	DELL MARKETING LP	00471987	10382375264	CDD-TAXABLE	General Fund	3,846.66
06/05/2020	DELL MARKETING LP	00471987	10382375264	CDD-TAXABLE	General Fund	2,564.44
06/05/2020	DELL MARKETING LP	00471987	10382375264	CDD-TAXABLE	General Fund	3,846.66
06/05/2020	DELL MARKETING LP	00471987	10382375264	CDD-TAXABLE	General Fund	1,282.22
06/05/2020	DELL MARKETING LP	00471987	10382375264	FIRE-TAXABLE	General Fund	1,282.22
06/05/2020	DELL MARKETING LP	00471987	10382375264	CDD-NON TAXABLE	General Fund	802.95
06/05/2020	DELL MARKETING LP	00471987	10382375264	CDD-NON TAXABLE	General Fund	535.30
06/05/2020	DELL MARKETING LP	00471987	10382375264	CDD-NON TAXABLE	General Fund	802.95
06/05/2020	DELL MARKETING LP	00471987	10382375264	CDD- NON TAXABLE	General Fund	267.65
06/05/2020	DELL MARKETING LP	00471987	10382375264	FIRE-NON TAXABLE	General Fund	267.65
06/05/2020	DELL MARKETING LP	00471993	10384141957	FIRE-TAXABLE	General Fund	2,564.45
06/05/2020	DELL MARKETING LP	00471993	10384141957	WATER-TAXABLE	Water Utility	1,923.33
06/05/2020	DELL MARKETING LP	00471993	10384141957	WATER-TAXABLE	Sewer Utility	1,923.34
06/05/2020	DELL MARKETING LP	00471993	10384141957	FIRE-NON TAXABLE	General Fund	535.30
06/05/2020	DELL MARKETING LP	00471993	10384141957	WATER-NON TAXABLE	Water Utility	401.47
06/05/2020	DELL MARKETING LP	00471993	10384141957	WATER-NON TAXABLE	Sewer Utility	401.48
				Total for Payment No.:		23,248.07

Payment No: 643630

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	DUNN-EDWARDS CORP	00472012	2011161171	URETHANE ACRYLIC CAULK	General Fund	143.37
				Total for Payment No.:		143.37

Payment No: 643631

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	EDELMAN CORP	00471415	5494	GARAGE MAINTENANCE	General Fund	252.12
06/05/2020	EDELMAN CORP	00471415	5494	HID PROXIMITY CARD READER	General Fund	250.90
06/05/2020	EDELMAN CORP	00472092	5555	Smart Access Cards	General Fund	1,024.24
				Total for Payment No.:		1,527.26

Payment No: 643632

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	ENVIRONEX, INC	00472230	EX-20-014	SCR CATALYST TESTING; \$3,700 X	Electric Utility Construction	14,800.00
				Total for Payment No.:		14,800.00

Payment No: 643633

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	EUGENE BURGER MANAGEMENT	00472411	87981	MGMT FEE MAR2020	General Fund	1,179.38
06/05/2020	EUGENE BURGER MANAGEMENT	00472412	89384	MGMT FEE APR2020	General Fund	1,179.38
				Total for Payment No.:		2,358.76

Payment No: 643634

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	FAST UNDERCAR SANTA CLARA	00471445	32198	PARTS- STOCK	Fleet Operation Fund	340.30
				Total for Payment No.:		340.30

Payment No: 643635

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	FEDERAL EXPRESS	00472123	3-260-78284	CUSTOM DUTY CALIBRATION CYLNDR	Electric Utility	73.00
06/05/2020	FEDERAL EXPRESS	00472124	3-259-55063	CUSTOM DUTY - CALISTO 2/ AC/DC	Electric Utility Construction	146.57
				Total for Payment No.:		219.57

Payment No: 643636

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	FEDERAL EXPRESS	00472081	7-018-79609	MISC. SHIPPING DVR	Electric Utility	6.65
				Total for Payment No.:		6.65

Payment No: 643637

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	FLOW AMERICA, LLC	00471412	92998897	PN# 356093 - ACTUATOR BUSHING	Electric Utility	772.34
06/05/2020	FLOW AMERICA, LLC	00471412	92998897	PN# 185989 - DIAPHRAGM	Electric Utility	276.47
06/05/2020	FLOW AMERICA, LLC	00471412	92998897	PN# 356999 - GASKET, NEOPRENE	Electric Utility	39.08
06/05/2020	FLOW AMERICA, LLC	00471412	92998897	PN# 357800 - ACTUATOR SEAL	Electric Utility	20.33
06/05/2020	FLOW AMERICA, LLC	00471412	92998897	PN# 357801 - ACTUATOR O-RING	Electric Utility	1.10
06/05/2020	FLOW AMERICA, LLC	00471412	92998897	PN# 357802 - ACTUATOR O-RING	Electric Utility	1.27
06/05/2020	FLOW AMERICA, LLC	00471412	92998897	PN# 263421 - BODY/BONNET GASKE	Electric Utility	136.73
06/05/2020	FLOW AMERICA, LLC	00471412	92998897	PN# 373407 - STEM GUIDE BUSHIN	Electric Utility	102.39
06/05/2020	FLOW AMERICA, LLC	00471412	92998897	PN# 368489 - PACKING SET	Electric Utility	66.29
06/05/2020	FLOW AMERICA, LLC	00471412	92998897	PN# V031086765003000 - TRIM AS	Electric Utility	22,560.39
				Total for Payment No.:		23,976.39

Payment No: 643638

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	FOLSOM LAKE FORD	00472173	FL0064	WHITE 2020 UTILITY INTERCEPTOR	Vehicle Replacement Fund	44,256.76
06/05/2020	FOLSOM LAKE FORD	00472173	FL0064	CA TIRE FEE	Vehicle Replacement Fund	8.75
06/05/2020	FOLSOM LAKE FORD	00472173	FL0064	SHIPPING CHARGES	Vehicle Replacement Fund	125.00
06/05/2020	FOLSOM LAKE FORD	00472173	FL0064	DISCOUNT FOR EARLY PYMNT	Vehicle Replacement Fund	-545.00
06/05/2020	FOLSOM LAKE FORD	00472174	FL0062	2020 UTILITY INTERCEPTOR -K8A	General Fund	43,959.19
06/05/2020	FOLSOM LAKE FORD	00472174	FL0062	CA TIRE FEES	General Fund	8.75
06/05/2020	FOLSOM LAKE FORD	00472174	FL0062	SHIPPING CHARGES	General Fund	125.00
06/05/2020	FOLSOM LAKE FORD	00472174	FL0062	DISCOUNT FOR EARLY PYMNT	General Fund	-545.00
06/05/2020	FOLSOM LAKE FORD	00472174	FL0062	WHITE 2020 UTILITY INTERCEPTOR	Vehicle Replacement Fund	297.57
				Total for Payment No.:		87,691.02

Payment No: 643639

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	FRONTIER FORD	00471973	644272	PARTS- V#2827	Fleet Operation Fund	994.11
				Total for Payment No.:		994.11

Payment No: 643640

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	GRIFFIN AUTO PARTS	00470764	1-258327	PARTS- V#2391	Fleet Operation Fund	130.10
06/05/2020	GRIFFIN AUTO PARTS	00470764	1-258327	RECYCLING FEE	Fleet Operation Fund	1.09
06/05/2020	GRIFFIN AUTO PARTS	00471974	1-258397	PARTS- V#3181	Fleet Operation Fund	4.49
				Total for Payment No.:		135.68

Payment No: 643641

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	HALREC INC	00472006	346300	PARTS- V#2705	Fleet Operation Fund	438.01
				Total for Payment No.:		438.01

Payment No: 643642

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	HANSON BRIDGETT LLP	00472258	1265384	CHANGE ORDER #2: ADDTIONAL ENC	Special Liability Insurance	507.00
06/05/2020	HANSON BRIDGETT LLP	00472260	1263079	CHANGE ORDER #2: ADDTIONAL ENC	Special Liability Insurance	694.00
06/05/2020	HANSON BRIDGETT LLP	00472262	1265386	LEGAL SERVICES	Special Liability Insurance	155.25
06/05/2020	HANSON BRIDGETT LLP	00472264	1263082	LEGAL SERVICES	Special Liability Insurance	776.25
06/05/2020	HANSON BRIDGETT LLP	00472266	1265387	LEGAL SERVICES	Special Liability Insurance	155.25
06/05/2020	HANSON BRIDGETT LLP	00472268	1265388	LEGAL SERVICES	Special Liability Insurance	4,819.50
06/05/2020	HANSON BRIDGETT LLP	00472269	1263084	LEGAL SERVICES	Special Liability	17,722.80

Total for Payment No.: 24,830.05

Payment No: 643643

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	HOME DEPOT USA	00469589	548560689	JANITORIAL SUPPLIES	Other City Dept Op Grant Fund	125.55
06/05/2020	HOME DEPOT USA	00471298	551669583	APPEAL SS POLISH	General Fund	1,753.48
Total for Payment No.:						1,879.03

Payment No: 643644

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	HONG KONG BANJUM SAN JOSE	00472381	34831JUN2020	Small Business Assistance Gran	General Fund	5,000.00
Total for Payment No.:						5,000.00

Payment No: 643645

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	HYDROSCIENCE ENGINEERS INC	00472271	316002010	AS-NEEDED SERVICES	Water Utility Construction	3,430.00
06/05/2020	HYDROSCIENCE ENGINEERS INC	00472272	316002009	AS-NEEDED SERVICES	Water Utility Construction	2,295.00
Total for Payment No.:						5,725.00

Payment No: 643646

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	INNER-TITE	00472306	142192	SEAL, METER RING, CLEAR BODY W	Electric Utility	1,635.00
06/05/2020	INNER-TITE	00472306	142192	SHIPPING	Electric Utility	79.96
Total for Payment No.:						1,714.96

Payment No: 643647

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	INTERNATIONAL ACADEMIES OF	00472094	SIN256389	Recertification M Morgan	General Fund	100.00
06/05/2020	INTERNATIONAL ACADEMIES OF	00472095	SIN256599	Recertification K Moye	General Fund	100.00
				Total for Payment No.:		200.00

Payment No: 643648

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	JAM SERVICES INC	00472187	131399	RELAY, FLASH TRANSFER. RENO A	Electric Utility	379.32
06/05/2020	JAM SERVICES INC	00472188	131404	ADAPTER, POST TOP MOUNTED WITH	Electric Utility	196.20
06/05/2020	JAM SERVICES INC	00472188	131404	CAP, LONG, ORNAMENTAL, ALUM, D	Electric Utility	15.26
06/05/2020	JAM SERVICES INC	00472188	131404	ADAPTER, ALUMINUM, POST TOP MO	Electric Utility	245.25
06/05/2020	JAM SERVICES INC	00472188	131404	GROMMET, RUBBER, 1IN HAPCO #45	Electric Utility	54.50
06/05/2020	JAM SERVICES INC	00472188	131404	LOAD SWITCH, SOLID STATE. RE	Electric Utility	54.50
06/05/2020	JAM SERVICES INC	00472188	131404	LED, YELLOW 12" BALL. DIALIGHT	Electric Utility	490.50
06/05/2020	JAM SERVICES INC	00472188	131404	LED, GREEN 12" BALL. DIALIGHT	Electric Utility	490.50
				Total for Payment No.:		1,926.03

Payment No: 643649

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	KELLY-MOORE PAINT CO	00471388	816-00000115918	TRAFFIC SUPPLIES	General Fund	1,445.34
				Total for Payment No.:		1,445.34

Payment No: 643650

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	LAW ENFORCEMENT PSYCHOLOGICAL	00472093	1005	Psych Assessment	General Fund	400.00
				Total for Payment No.:		400.00

Payment No: 643651

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	LC ACTION POLICE SUPPLY	00472091	410978	Holsters	General Fund	272.50
				Total for Payment No.:		272.50

Payment No: 643652

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	LESLIE LORETTO	00472247	25584APR2020	CAL NENA CONFERENCE	General Fund	193.40
				Total for Payment No.:		193.40

Payment No: 643653

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	LIEBERT CASSIDY WHITMORE	00471314	1498300	PROF SERVICES - INVEST. ADVICE	Special Liability Insurance	148.00
06/05/2020	LIEBERT CASSIDY WHITMORE	00472297	1484899	CHANGE ORDER #2: ADDITIONAL FU	General Fund	2,023.00
06/05/2020	LIEBERT CASSIDY WHITMORE	00472298	1484895	CHANGE ORDER #2: ADDITIONAL FU	General Fund	111.00
06/05/2020	LIEBERT CASSIDY WHITMORE	00472299	1494906	CHANGE ORDER #2: ADDITIONAL FU	General Fund	407.00
06/05/2020	LIEBERT CASSIDY WHITMORE	00472300	1484894	CHANGE ORDER #2: ADDITIONAL FU	General Fund	252.00
06/05/2020	LIEBERT CASSIDY WHITMORE	00472301	1494904	CHANGE ORDER #2: ADDITIONAL FU	General Fund	652.05
06/05/2020	LIEBERT CASSIDY WHITMORE	00472301	1494904	CHANGE ORDER #3: ADDITIONAL FU	General Fund	1,633.95
06/05/2020	LIEBERT CASSIDY WHITMORE	00472302	1496588	CHANGE ORDER #3: ADDITIONAL FU	General Fund	1,080.00
				Total for Payment No.:		6,307.00

Payment No: 643654

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	LINCOLN AQUATICS	00470829	36994855	LIQUID CHLORINE	General Fund	736.29
06/05/2020	LINCOLN AQUATICS	00470829	36994855	PESTICIDE ASSESSMENT	General Fund	50.03
06/05/2020	LINCOLN AQUATICS	00471265	36994854	MURIATIC ACID	General Fund	510.12
06/05/2020	LINCOLN AQUATICS	00471265	36994854	PESTICIDE ASSESSMENT	General Fund	46.27
06/05/2020	LINCOLN AQUATICS	00471266	36994853	LIQUID CHLORINE	General Fund	369.24

06/05/2020	LINCOLN AQUATICS	00471266	36994853	PESTICIDE ASSESSMENT	General Fund	43.82
Total for Payment No.:						1,755.77

Payment No: 643655

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	MAKAI SOLUTIONS	00471976	1502	LABOR- SHOP	Fleet Operation Fund	957.22
06/05/2020	MAKAI SOLUTIONS	00471976	1502	PARTS- SHOP	Fleet Operation Fund	3,290.77
Total for Payment No.:						4,247.99

Payment No: 643656

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	MAZE & ASSOC	00470811	36063	TOT AUDIT	General Fund	5,000.00
Total for Payment No.:						5,000.00

Payment No: 643657

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	MTH ENGINEERS INC	00471340	12244	ENG/CON DESIGN APR2019	Street Lighting	6,325.00
Total for Payment No.:						6,325.00

Payment No: 643658

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	MUNICIPAL MAINTENANCE EQUIPMNT	00470780	0148440-IN	PARTS-V#3224 I#515855	Fleet Operation Fund	2,243.59
06/05/2020	MUNICIPAL MAINTENANCE EQUIPMNT	00471979	0148929-IN	PARTS- V#3119 WO#127027	Fleet Operation Fund	12,903.88
06/05/2020	MUNICIPAL MAINTENANCE EQUIPMNT	00471979	0148929-IN	LABOR	Fleet Operation Fund	3,938.11
Total for Payment No.:						19,085.58

Payment No: 643659

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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06/05/2020	NAPA AUTO PARTS	00456825	5983-495272	PARTS V3119	Fleet Operation Fund	16.28
06/05/2020	NAPA AUTO PARTS	00456826	5983-495994	PARTS - STOCK	Fleet Operation Fund	176.80
06/05/2020	NAPA AUTO PARTS	00456827	5983-496040	PARTS - V3181	Fleet Operation Fund	5.84
06/05/2020	NAPA AUTO PARTS	00456828	5983-495975	PARTS - STOCK	Fleet Operation Fund	50.19
06/05/2020	NAPA AUTO PARTS	00456829	5983-496211	PARTS V2344	Fleet Operation Fund	15.87
06/05/2020	NAPA AUTO PARTS	00456830	5983-496296	PARTS V3334	Fleet Operation Fund	2.29
06/05/2020	NAPA AUTO PARTS	00456834	5983-496363	PARTS V3007	Fleet Operation Fund	14.19
06/05/2020	NAPA AUTO PARTS	00456836	5983-496443	PARTS-SHOP USE	Fleet Operation Fund	228.89
06/05/2020	NAPA AUTO PARTS	00456838	5983-496657	PARTS - STOCK	Fleet Operation Fund	91.69
06/05/2020	NAPA AUTO PARTS	00456839	5983-496778	PARTS - V3214	Fleet Operation Fund	11.13
06/05/2020	NAPA AUTO PARTS	00456840	5983-497436	PARTS - STOCK	Fleet Operation Fund	145.28
06/05/2020	NAPA AUTO PARTS	00456841	5983-497481	PARTS - STOCK	Fleet Operation Fund	97.22
06/05/2020	NAPA AUTO PARTS	00456842	5983-497804	PARTS V3028	Fleet Operation Fund	10.89
06/05/2020	NAPA AUTO PARTS	00456843	5983-497994	PARTS V3044	Fleet Operation Fund	66.95
06/05/2020	NAPA AUTO PARTS	00457134	5983-498839	PARTS - STOCK	Fleet Operation Fund	332.38
06/05/2020	NAPA AUTO PARTS	00457137	5983-499214	PARTS V2905	Fleet Operation Fund	9.31
06/05/2020	NAPA AUTO PARTS	00457138	5983-498034	PARTS V3518	Fleet Operation Fund	44.28
06/05/2020	NAPA AUTO PARTS	00457139	5983-498754	PARTS V3518	Fleet Operation Fund	44.28
06/05/2020	NAPA AUTO PARTS	00457140	5983-497708	PARTS V3224	Fleet Operation Fund	65.01
06/05/2020	NAPA AUTO PARTS	00457141	5983-497758	PARTS V3203	Fleet Operation Fund	22.27
06/05/2020	NAPA AUTO PARTS	00457179	5983-498278	PARTS V3021	Fleet Operation Fund	172.12
06/05/2020	NAPA AUTO PARTS	00457412	5983-498650	PARTS- V#3216	Fleet Operation Fund	6.47
06/05/2020	NAPA AUTO PARTS	00457413	5983-498684	PARTS- SHOP USE	Fleet Operation Fund	21.78
06/05/2020	NAPA AUTO PARTS	00457414	5983-499136	PARTS- V#3121	Fleet Operation Fund	9.18
06/05/2020	NAPA AUTO PARTS	00457415	5983-499429	PARTS- V#3150	Fleet Operation Fund	14.79
06/05/2020	NAPA AUTO PARTS	00457416	5983-499216	PARTS- STOCK	Fleet Operation Fund	47.19
06/05/2020	NAPA AUTO PARTS	00457418	5983-498861	PARTS- STOCK	Fleet Operation Fund	139.35
06/05/2020	NAPA AUTO PARTS	00457419	5983-498934	PARTS- V#2899	Fleet Operation Fund	46.92
06/05/2020	NAPA AUTO PARTS	00457420	5983-498935	PARTS- V#3207	Fleet Operation Fund	155.73
06/05/2020	NAPA AUTO PARTS	00457421	5983-498967	PARTS- STOCK	Fleet Operation Fund	342.87

06/05/2020	NAPA AUTO PARTS	00457422	5983-499121	PARTS- V#3202	Fleet Operation Fund	155.52
06/05/2020	NAPA AUTO PARTS	00457423	5983-499215	PARTS- STOCK	Fleet Operation Fund	231.22
06/05/2020	NAPA AUTO PARTS	00457424	5983-499606	PARTS- STOCK	Fleet Operation Fund	117.93
06/05/2020	NAPA AUTO PARTS	00457425	5983-499624	PARTS- V#2784	Fleet Operation Fund	2.46
06/05/2020	NAPA AUTO PARTS	00457426	5983-499726	PARTS- V#1634	Fleet Operation Fund	19.46
06/05/2020	NAPA AUTO PARTS	00457427	5983-500238	PARTS- STOCK	Fleet Operation Fund	36.12
06/05/2020	NAPA AUTO PARTS	00457428	5983-500253	PARTS- V#3030	Fleet Operation Fund	20.30
06/05/2020	NAPA AUTO PARTS	00457429	5983-500362	PARTS- STOCK	Fleet Operation Fund	144.58
06/05/2020	NAPA AUTO PARTS	00457430	5983-500464	PARTS- V#3030	Fleet Operation Fund	105.96
06/05/2020	NAPA AUTO PARTS	00457873	5983-494688COR	PARTS-STOCK	Fleet Operation Fund	222.23
06/05/2020	NAPA AUTO PARTS	00470783	5983-553011	PARTS- STOCK	Fleet Operation Fund	426.99
06/05/2020	NAPA AUTO PARTS	00470784	5983-553182	CREDIT- REFUND	Fleet Operation Fund	-134.57
06/05/2020	NAPA AUTO PARTS	00470786	5983-553518	PARTS- V#2892	Fleet Operation Fund	319.94
06/05/2020	NAPA AUTO PARTS	00470788	5983-553763	PARTS-V#2817	Fleet Operation Fund	3.38
06/05/2020	NAPA AUTO PARTS	00470789	5983-554507	PARTS-STOCK	Fleet Operation Fund	195.13
06/05/2020	NAPA AUTO PARTS	00470790	5983-554928	PARTS-STOCK	Fleet Operation Fund	143.22
06/05/2020	NAPA AUTO PARTS	00470791	5983-555013	PARTS-STOCK	Fleet Operation Fund	103.79
06/05/2020	NAPA AUTO PARTS	00471980	5983-548485	PARTS- SHOP USE	Fleet Operation Fund	553.68
06/05/2020	NAPA AUTO PARTS	00471981	5983-548651	PARTS- V#3183	Fleet Operation Fund	3.76
06/05/2020	NAPA AUTO PARTS	00471988	5983-554670	PARTS- V#2817	Fleet Operation Fund	20.64
06/05/2020	NAPA AUTO PARTS	00471990	5983-554713	PARTS- V#3218	Fleet Operation Fund	4.77
06/05/2020	NAPA AUTO PARTS	00471992	5983-555244	PARTS- STOCK	Fleet Operation Fund	25.96
06/05/2020	NAPA AUTO PARTS	00471996	5983-555375	PARTS- STOCK	Fleet Operation Fund	111.18
06/05/2020	NAPA AUTO PARTS	00472105	465310	CREDIT- PARTS RETURNED	Fleet Operation Fund	-871.47
06/05/2020	NAPA AUTO PARTS	00472106	466282	CREDIT- PARTS RETURNED	Fleet Operation Fund	-8.32
06/05/2020	NAPA AUTO PARTS	00472107	475896	PARTS- V#3277	Fleet Operation Fund	8.29
06/05/2020	NAPA AUTO PARTS	00472108	479975	CREDIT- PARTS RETURNED	Fleet Operation Fund	-30.48
06/05/2020	NAPA AUTO PARTS	00472109	479976	PARTS- V#2339	Fleet Operation Fund	29.17
06/05/2020	NAPA AUTO PARTS	00472110	486422	PARTS- SHOP USE	Fleet Operation Fund	64.21
06/05/2020	NAPA AUTO PARTS	00472112	488697	PARTS- V#3077	Fleet Operation Fund	33.06

06/05/2020	NAPA AUTO PARTS	00472114	493423	PARTS- V#1990	Fleet Operation Fund	2.53
06/05/2020	NAPA AUTO PARTS	00472115	494289	FREIGHT CHRG FOR INV#493423	Fleet Operation Fund	10.27
06/05/2020	NAPA AUTO PARTS	00472116	499205	PARTS- V#2905	Fleet Operation Fund	20.91
06/05/2020	NAPA AUTO PARTS	00472117	548485	PARTS- SHOP USE	Fleet Operation Fund	553.68
06/05/2020	NAPA AUTO PARTS	00472118	548651	PARTS- V#3183	Fleet Operation Fund	3.76
06/05/2020	NAPA AUTO PARTS	00472119	548922	PARTS- STOCK	Fleet Operation Fund	191.98
				Total for Payment No.:		5,248.68

Payment No: 643662

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	NEWGEN STRATEGIES	00471391	9616	RATES, COST OF SVC ANALYSIS	Electric Utility	5,700.00
				Total for Payment No.:		5,700.00

Payment No: 643663

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	NTEST INC	00472382	11037	SERVICE LEVEL AGREEMENT - PRE	Electric Utility Construction	32,946.00
				Total for Payment No.:		32,946.00

Payment No: 643664

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	PACIFIC COAST PETROLEUM INC.	00472003	962336	PARTS- STOCK	Fleet Operation Fund	3,089.06
				Total for Payment No.:		3,089.06

Payment No: 643665

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	PACIFIC GAS & ELECTRIC CO	00472147	0007916574-2	BUCKS CREEK RELICENSING MAR20	Electric Utility Construction	21,374.16
				Total for Payment No.:		21,374.16

Payment No: 643666

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	PACIFIC WATER ART INC	00471404	63979	CITY HALL FNTN	General Fund	600.00
06/05/2020	PACIFIC WATER ART INC	00471404	63979	F SQUARE FNTN	Downtown Parking Maintenance D	990.00
06/05/2020	PACIFIC WATER ART INC	00471404	63979	CIVIC CTR PARK	General Fund	1,100.00
06/05/2020	PACIFIC WATER ART INC	00472215	63938	FY 2019-20 FOUNTAIN MAINTENANC	Convention Cnt Maintenance Dis	1,980.00
				Total for Payment No.:		4,670.00

Payment No: 643667

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	PAETEC	00471338	72534479	Annual ongoing telephone servi	Information Technology Service	4,875.56
				Total for Payment No.:		4,875.56

Payment No: 643668

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	PARS	00471300	45538	ARS - PARS FEE MARCH 2020	General Fund	2,274.63
				Total for Payment No.:		2,274.63

Payment No: 643669

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	PASO ROBLES TANK INC	00472388	4927	CONSTRUCTION CONTRACT FOR SERR	Water Utility Construction	77,805.00
				Total for Payment No.:		77,805.00

Payment No: 643670

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	PG&E	00472086	0007918709-2	COP GRIZZLY APR20	Electric Utility Construction	286,220.37

06/05/2020	PG&E	00472086	0007918709-2	COP GRIZZLY APR20 (TAXABLE)	Electric Utility Construction	52,025.59
Total for Payment No.:						338,245.96

Payment No: 643671

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	PRAXAIR DISTRIBUTION INC	00472221	96737745	DEMURRAGE	Sewer Utility	99.40
06/05/2020	PRAXAIR DISTRIBUTION INC	00472221	96737745	DEMURRAGE	Water Utility Construction	464.59
06/05/2020	PRAXAIR DISTRIBUTION INC	00472221	96737745	DEMURRAGE	Electric Utility	99.40
06/05/2020	PRAXAIR DISTRIBUTION INC	00472221	96737745	DEMURRAGE	Electric Utility Construction	180.50
06/05/2020	PRAXAIR DISTRIBUTION INC	00472221	96737745	DEMURRAGE	Electric Utility	129.68
Total for Payment No.:						973.57

Payment No: 643672

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	PRODIGY PRESS INC	00470076	86138	PROPOSED 20/21&21/22 CIP BOOKS	General Fund	1,405.01
Total for Payment No.:						1,405.01

Payment No: 643673

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	PW STEPHENS ENVIRONMENTAL INC	00472137	42-39563	LEAD ABATEMENT-EAVES SOTELO	H.U.D Capital Projects	2,715.00
Total for Payment No.:						2,715.00

Payment No: 643674

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	QUALITY TECHNOLOGY SERVICES HOLDING, LLC	00471425	028046	CONDUIT LEASE MAY20	Electric Utility	1,090.00
06/05/2020	QUALITY TECHNOLOGY SERVICES HOLDING, LLC	00471425	028046	RACK: 2POST MAY20	Electric Utility	100.00

Total for Payment No.: 1,190.00

Payment No: 643675

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	R & B CO	00472189	S1936888.001	NIPPLE, BRASS, 3/4IN X 3IN	Water Utility	24.09
06/05/2020	R & B CO	00472190	S1936515.001	VALVE, GATE, MJ 6IN CI, RESILI	Water Utility	5,647.94
06/05/2020	R & B CO	00472191	S1933567.004	LID, CONCRETE, W/READER FOR B9	Water Utility	796.44
06/05/2020	R & B CO	00472191	S1933567.004	WASHER, 3/4IN, 18-8 STAINLESS	Water Utility	817.50
06/05/2020	R & B CO	00472192	S1933567.002	GASKET, PIPE FLANGE RUBBER, EP	Water Utility	1,308.00
06/05/2020	R & B CO	00472193	S1935362.002	COUPLING, HYMAX, 10", PART #86	Water Utility	1,526.48
06/05/2020	R & B CO	00472194	S1939582.001	TAPE, PVC PIPE WRAPPING, SIZE	Water Utility	218.00
06/05/2020	R & B CO	00472194	S1939582.001	PIPE WRAP, BLACK POLYWRAP FOR	Water Utility	555.90
06/05/2020	R & B CO	00472194	S1939582.001	PIPE WRAP, BLACK POLYWRAP FOR	Water Utility	722.67
06/05/2020	R & B CO	00472194	S1939582.001	COUPLING, FLEX, 4" CAST TO 4"	Water Utility	1,370.68
Total for Payment No.:						12,987.70

Payment No: 643676

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	REED & GRAHAM INC	00471406	971835	SPECPATCH COLD MIX	General Fund	1,966.50
06/05/2020	REED & GRAHAM INC	00471407	971924	EMULSION	General Fund	168.25
06/05/2020	REED & GRAHAM INC	00472226	972020	COLD MIX & BASE ROCK	Water Utility Construction	789.84
06/05/2020	REED & GRAHAM INC	00472226	972020	COLD MIX & BASE ROCK	Water Utility	315.93
06/05/2020	REED & GRAHAM INC	00472226	972020	COLD MIX & BASE ROCK	Electric Utility Construction	394.91
06/05/2020	REED & GRAHAM INC	00472226	972020	COLD MIX & BASE ROCK	Sewer Utility	78.99
06/05/2020	REED & GRAHAM INC	00472227	972278	COLD MIX & BASE ROCK	Water Utility Construction	226.54
06/05/2020	REED & GRAHAM INC	00472227	972278	COLD MIX & BASE ROCK	Water Utility	90.61
06/05/2020	REED & GRAHAM INC	00472227	972278	COLD MIX & BASE ROCK	Electric Utility Construction	113.27

06/05/2020	REED & GRAHAM INC	00472227	972278	COLD MIX & BASE ROCK	Sewer Utility	22.66
06/05/2020	REED & GRAHAM INC	00472228	972017	COLD MIX & BASE ROCK	Water Utility Construction	424.75
06/05/2020	REED & GRAHAM INC	00472228	972017	COLD MIX & BASE ROCK	Water Utility	169.91
06/05/2020	REED & GRAHAM INC	00472228	972017	COLD MIX & BASE ROCK	Electric Utility Construction	212.39
06/05/2020	REED & GRAHAM INC	00472228	972017	COLD MIX & BASE ROCK	Sewer Utility	42.48
06/05/2020	REED & GRAHAM INC	00472229	971453	COLD MIX & BASE ROCK	Water Utility Construction	1,474.87
06/05/2020	REED & GRAHAM INC	00472229	971453	COLD MIX & BASE ROCK	Water Utility	589.95
06/05/2020	REED & GRAHAM INC	00472229	971453	COLD MIX & BASE ROCK	Electric Utility Construction	737.44
06/05/2020	REED & GRAHAM INC	00472229	971453	COLD MIX & BASE ROCK	Sewer Utility	147.49
				Total for Payment No.:		7,966.78

Payment No: 643677

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	REP NUT & BOLT GUY	00472184	31520	NUT, HEX, 316 OR F593 E, F, OR	Electric Utility	2,528.80
				Total for Payment No.:		2,528.80

Payment No: 643678

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	RING POWER CORPORATION	00472125	44LU05855958	EQUIPMENT RNTL TRAILER	Electric Utility Construction	3,400.00
				Total for Payment No.:		3,400.00

Payment No: 643679

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	ROTO-ROOTER SERVICES COMPANY	00471304	193-21805522	Senior Center Kitchen Clogs	General Fund	542.50
06/05/2020	ROTO-ROOTER SERVICES COMPANY	00471396	19321805522	1303 FREMONT	General Fund	202.50
				Total for Payment No.:		745.00

Payment No: 643680

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	ROYAL BRASS INC	00472004	924251-001	PARTS- V#3324	Fleet Operation Fund	59.54
				Total for Payment No.:		59.54

Payment No: 643681

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	SAFETY-KLEEN SYSTEMS INC	00472005	82931445	SERVICE- SUBLET- HAZ/MAT	Fleet Operation Fund	217.00
				Total for Payment No.:		217.00

Payment No: 643682

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	SANTA CLARA LIGHTING, INC.	00471397	18311	BALAST CH	General Fund	371.62
				Total for Payment No.:		371.62

Payment No: 643683

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	SANTA CLARA UNIFIED SCHOOL	00471331	12165	Latchkey programs to support l	General Fund	54,225.00
				Total for Payment No.:		54,225.00

Payment No: 643684

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	SANTA CLARA WEEKLY	00471409	1244535	PUBLIC HEARING PRK MAINT NOTIC	Downtown Parking Maintenance D	912.00
06/05/2020	SANTA CLARA WEEKLY	00472121	1244546	PUB OF NOTICE OF PROP ORD 2019	General Fund	576.00
				Total for Payment No.:		1,488.00

Payment No: 643685

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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06/05/2020	SHRED-IT USA LLC	00471424	8129806541	1705 ELEC. SHRED MAY2020	Electric Utility	168.15
Total for Payment No.:						168.15

Payment No: 643686

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	STEVENS CREEK CHEVROLET	00470793	107026	PARTS-V#3021	Fleet Operation Fund	355.85
Total for Payment No.:						355.85

Payment No: 643687

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	SUNNYVALE FORD	00470794	167525	PARTS- V#3531	Fleet Operation Fund	29.89
Total for Payment No.:						29.89

Payment No: 643688

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	SUPERCO SPECIALTY PRODUCTS	00471268	PSI342449	CLEANING SUPPLIES	General Fund	1,238.57
Total for Payment No.:						1,238.57

Payment No: 643689

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	TARGET SPECIALTY PRODUCTS INC	00471299	INVP500116376	PHOSLOCK	General Fund	1,953.17
Total for Payment No.:						1,953.17

Payment No: 643690

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	THYSSENKRUPP ELEVATOR CORPORATION	00471271	3005073244	CITY HALL	General Fund	90.67
06/05/2020	THYSSENKRUPP ELEVATOR CORPORATION	00471271	3005073244	DVR	Electric Utility	90.67

06/05/2020	THYSSENKRUPP ELEVATOR CORPORATION	00471271	3005073244	CRC	General Fund	22.67
06/05/2020	THYSSENKRUPP ELEVATOR CORPORATION	00471271	3005073244	FIRE STATION 2	General Fund	90.67
06/05/2020	THYSSENKRUPP ELEVATOR CORPORATION	00471271	3005073244	GUN RANGE	General Fund	22.67
06/05/2020	THYSSENKRUPP ELEVATOR CORPORATION	00471271	3005073244	BERMAN BUILDING	General Fund	90.67
06/05/2020	THYSSENKRUPP ELEVATOR CORPORATION	00471271	3005073244	CHANGE ORDER #1: 2ND ELEVATOR	General Fund	181.34
06/05/2020	THYSSENKRUPP ELEVATOR CORPORATION	00472200	3005123805	CITY HALL	General Fund	93.64
06/05/2020	THYSSENKRUPP ELEVATOR CORPORATION	00472200	3005123805	DVR	Electric Utility	93.64
06/05/2020	THYSSENKRUPP ELEVATOR CORPORATION	00472200	3005123805	CRC	General Fund	23.41
06/05/2020	THYSSENKRUPP ELEVATOR CORPORATION	00472200	3005123805	FIRE STATION 2	General Fund	93.64
06/05/2020	THYSSENKRUPP ELEVATOR CORPORATION	00472200	3005123805	GUN RANGE	General Fund	23.41
06/05/2020	THYSSENKRUPP ELEVATOR CORPORATION	00472200	3005123805	BERMAN BUILDING	General Fund	93.64
06/05/2020	THYSSENKRUPP ELEVATOR CORPORATION	00472200	3005123805	CHANGE ORDER #1: 2ND ELEVATOR	General Fund	187.28
06/05/2020	THYSSENKRUPP ELEVATOR CORPORATION	00472201	3005168325	CITY HALL	General Fund	93.64
06/05/2020	THYSSENKRUPP ELEVATOR CORPORATION	00472201	3005168325	DVR	Electric Utility	93.64
06/05/2020	THYSSENKRUPP ELEVATOR CORPORATION	00472201	3005168325	CRC	General Fund	23.41
06/05/2020	THYSSENKRUPP ELEVATOR CORPORATION	00472201	3005168325	FIRE STATION 2	General Fund	93.64
06/05/2020	THYSSENKRUPP ELEVATOR CORPORATION	00472201	3005168325	GUN RANGE	General Fund	23.41
06/05/2020	THYSSENKRUPP ELEVATOR CORPORATION	00472201	3005168325	BERMAN BUILDING	General Fund	93.64
06/05/2020	THYSSENKRUPP ELEVATOR CORPORATION	00472201	3005168325	CHANGE ORDER #1: 2ND ELEVATOR	General Fund	210.50
06/05/2020	THYSSENKRUPP ELEVATOR CORPORATION	00472202	3005224918	CITY HALL	General Fund	93.64

06/05/2020	THYSSENKRUPP ELEVATOR CORPORATION	00472202	3005224918	DVR	Electric Utility	93.64
06/05/2020	THYSSENKRUPP ELEVATOR CORPORATION	00472202	3005224918	CRC	General Fund	23.41
06/05/2020	THYSSENKRUPP ELEVATOR CORPORATION	00472202	3005224918	FIRE STATION 2	General Fund	93.64
06/05/2020	THYSSENKRUPP ELEVATOR CORPORATION	00472202	3005224918	GUN RANGE	General Fund	23.41
06/05/2020	THYSSENKRUPP ELEVATOR CORPORATION	00472202	3005224918	BERMAN BUILDING	General Fund	93.64
06/05/2020	THYSSENKRUPP ELEVATOR CORPORATION	00472202	3005224918	CHANGE ORDER #1: 2ND ELEVATOR	General Fund	210.50
				Total for Payment No.:		2,461.78

Payment No: 643691

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	TURF & INDUSTRIAL EQUIPMENT CO	00472009	IV34851	PARTS- STOCK	Fleet Operation Fund	199.91
				Total for Payment No.:		199.91

Payment No: 643692

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	TURF STAR INC	00470796	7117145-00	PARTS-V#3325	Fleet Operation Fund	28.63
06/05/2020	TURF STAR INC	00472129	619141-00	010-HARPER TV35 SELF PROPELLED	Vehicle Replacement Fund	76,372.60
				Total for Payment No.:		76,401.23

Payment No: 643693

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	UNIFIRST CORPORATION	00471371	385 0387915	GARMENT RENTAL/CLEANING T&D	Electric Utility	1,160.45
06/05/2020	UNIFIRST CORPORATION	00471371	385 0387915	NEW CLOTHES A. NAGLE	Electric Utility	4.63
06/05/2020	UNIFIRST CORPORATION	00471372	385 0387914	DELIVERY FEE SVP	Electric Utility	13.00
06/05/2020	UNIFIRST CORPORATION	00471372	385 0387914	GARMENT RENTAL/CLEANING SVP IT	Electric Utility	56.47

06/05/2020	UNIFIRST CORPORATION	00471373	385 0387917	GARMENT RENTAL/CLEANING 881ENG	Electric Utility	133.33
06/05/2020	UNIFIRST CORPORATION	00471374	385 0387920	GARMENT RENT/CLEAN SVCS SUB	Electric Utility	687.58
06/05/2020	UNIFIRST CORPORATION	00471374	385 0387920	NEW CLOTHES M. KRISHNA	Electric Utility	4.63
06/05/2020	UNIFIRST CORPORATION	00471386	385 0387921	GARMENT RENT/CLEAN SVCS AD1705	Electric Utility	97.19
06/05/2020	UNIFIRST CORPORATION	00471387	385 0387962	GARMENT RENT/CLEANING SVC CH	Electric Utility	134.95
06/05/2020	UNIFIRST CORPORATION	00472099	385 0387913	GARMENT RENT/CLEAN SVCS DVR	Electric Utility	629.42
				Total for Payment No.:		2,921.65

Payment No: 643694

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	UNIQUE TOWING	00470797	20-148679	LABOR-V#2687 WO#127166	Fleet Operation Fund	312.50
06/05/2020	UNIQUE TOWING	00470798	20-149153	LABOR-V#2833 WO#126802	Fleet Operation Fund	218.75
06/05/2020	UNIQUE TOWING	00470799	20-149154	LABOR-V#2687 WO# 127166	Fleet Operation Fund	218.75
06/05/2020	UNIQUE TOWING	00472294	00147228	CASE 20-325122	General Fund	215.00
06/05/2020	UNIQUE TOWING	00472296	00143635	CASE #20-216181	General Fund	430.00
				Total for Payment No.:		1,395.00

Payment No: 643695

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	UNITED PARCEL SERVICE	00472224	00009882E5210A	DELIVERY CHARGES	General Fund	31.00
06/05/2020	UNITED PARCEL SERVICE	00472224	00009882E5210A	DELIVERY CHARGES	Fleet Operation Fund	8.92
06/05/2020	UNITED PARCEL SERVICE	00472293	00009882E5200A	CITY CLERK	General Fund	31.00
				Total for Payment No.:		70.92

Payment No: 643696

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	VERIZON WIRELESS	00471426	9853944568	WATER	Water Recycling Program	139.45
06/05/2020	VERIZON WIRELESS	00471426	9853944568	WATER	Water Utility	278.90

06/05/2020	VERIZON WIRELESS	00471426	9853944568	WATER	Sewer Utility	278.90
Total for Payment No.:						697.25

Payment No: 643697

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	VERIZON WIRELESS	00471427	9854522521	POLICE	General Fund	2,128.56
06/05/2020	VERIZON WIRELESS	00471427	9854522521	POLICE	General Fund	114.03
06/05/2020	VERIZON WIRELESS	00471427	9854522521	POLICE	General Fund	38.01
06/05/2020	VERIZON WIRELESS	00471427	9854522521	POLICE	General Fund	38.01
06/05/2020	VERIZON WIRELESS	00471427	9854522521	FIRE	General Fund	1,026.27
06/05/2020	VERIZON WIRELESS	00471427	9854522521	STREETS	General Fund	114.03
06/05/2020	VERIZON WIRELESS	00471427	9854522521	PARKS & REC	General Fund	38.01
06/05/2020	VERIZON WIRELESS	00471427	9854522521	LIBRARY	General Fund	38.01
Total for Payment No.:						3,534.93

Payment No: 643698

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	WARDELL AUTO INTERIORS AND TOPS, LLC	00472120	7813	PARTS- V#3126 WO#127324	Fleet Operation Fund	109.00
06/05/2020	WARDELL AUTO INTERIORS AND TOPS, LLC	00472120	7813	LABOR- V#3126 WO#127324	Fleet Operation Fund	712.50
Total for Payment No.:						821.50

Payment No: 643699

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	WATERSAVERS IRRIGATION INC	00471301	2273975-00	IRRIGATION MAINTENANCE	General Fund	49.24
Total for Payment No.:						49.24

Payment No: 643700

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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06/05/2020	WELLS FARGO BANK NA	00472065	12799046	INVEST CUSTODY FEES JAN-MAR20	General Fund	2,248.94
Total for Payment No.:						2,248.94
Payment No: 643701						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	WEST COAST ARBORISTS INC	00472013	158569	CENTRAL & JENNY STRAND EMR LIM	General Fund	960.00
06/05/2020	WEST COAST ARBORISTS INC	00472014	158570	CENTRAL PARK CAROB REMOVAL	General Fund	3,200.00
06/05/2020	WEST COAST ARBORISTS INC	00472015	158571	CENTRAL PARK PINE TREE REMOVAL	General Fund	2,000.00
Total for Payment No.:						6,160.00
Payment No: 643702						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	WRECO	00472386	P19074.000-3R2	AGREEMENT FOR THE GREAT AMERIC	Streets And Highways	109,281.78
06/05/2020	WRECO	00472386	P19074.000-3R2	ADDITIONAL SERVICES.	Streets And Highways	19,590.00
Total for Payment No.:						128,871.78
Payment No: 643703						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/05/2020	YIN QIIONG ZHANG	00471945	04/14/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	102.00
Total for Payment No.:						102.00
Overall Total						1,714,831.09



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

Run Date 6/11/2020
Run Time 8:38:52 AM

Sorted by Payment Number

Payment No: 016185

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	MUSELY	00473331	34907JUN2020	Small Business Assistance Gran	General Fund	10,000.00
				Total for Payment No.:		10,000.00

Payment No: 016186

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	NAM SUN PAK	00473333	34947JUN2020	Small Business Assistance Gran	General Fund	5,000.00
				Total for Payment No.:		5,000.00

Payment No: 016187

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	NETO'S SAUSAGE CO INC	00473332	8973JUN2020	Small Business Assistance Gran	General Fund	5,000.00
				Total for Payment No.:		5,000.00

Payment No: 016188

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	PROFESSIONAL AUTO CARE	00473336	34830JUN2020	Small Business Assistance Gran	General Fund	5,000.00
				Total for Payment No.:		5,000.00

Payment No: 016189

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	SPARK POINTS LLC	00473334	34948JUN2020	Small Business Assistance Gran	General Fund	10,000.00
				Total for Payment No.:		10,000.00

Payment No: 016190

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	ADVANTAGE OFFICE SOLUTIONS INC	00472252	22508TO	HR CHAIR DELIVERY	General Fund	100.00
				Total for Payment No.:		100.00

Payment No: 016191

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	AIR PRODUCTS & CHEMICALS	00472597	413680641	PURCHASE OF CAPACITY MAY20	Electric Utility	48,000.00
				Total for Payment No.:		48,000.00

Payment No: 016192

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	AMERESCO	00472602	38100	ENERGY (VASCO LF GAS) MAY20	Electric Utility	304,204.41
06/12/2020	AMERESCO	00472602	38100	VASCO LF O&M CHARGE MAY20	Electric Utility	13,065.57
06/12/2020	AMERESCO	00472610	38101	ENERGY (FORWARD LF GAS) MAY20	Electric Utility	317,095.87
06/12/2020	AMERESCO	00472610	38101	FORWARD LF O&M CHG MAY20	Electric Utility	9,316.37
				Total for Payment No.:		643,682.22

Payment No: 016193

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	AMERICAN BEVERAGE EQUIPMENT	00472363	50746	JUN20 RENT FOR ICE MACHINE DVR	Electric Utility	200.00
				Total for Payment No.:		200.00

Payment No: 016194

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	ANIXTER INC.	00472250	22K360554	NEW HARDWARE ELE RAYMOND	Electric Utility	843.94
06/12/2020	ANIXTER INC.	00472251	22K360555	PISTOL RANGE PADLOCKS	General Fund	609.68
06/12/2020	ANIXTER INC.	00472283	22K364009	PD MENS LOCKER RM PANIC BAR	General Fund	1,488.19
06/12/2020	ANIXTER INC.	00473199	4551789-00	LUMINAIRE, ST LT. LED, MIN 700	Electric Utility	2,060.10

06/12/2020	ANIXTER INC.	00473202	4599879-00	CLEVIS, DEAD END, SWING, W/O S	Electric Utility	302.48
Total for Payment No.:						5,304.39

Payment No: 016195

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	ANTHONY CANTER	00473001	26791MAY2020	SAFETY BOOT REIMB	Electric Utility	234.83
Total for Payment No.:						234.83

Payment No: 016196

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	BADGER METER INC	00472534	80054371	CELLULAR SERVICES	Water Utility	33.00
Total for Payment No.:						33.00

Payment No: 016197

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	BAKER & TAYLOR BOOKS	00472159	CI229765	1241 AD BK	General Fund	2,121.89
06/12/2020	BAKER & TAYLOR BOOKS	00472160	2035196647	1233 AD BK	General Fund	141.78
06/12/2020	BAKER & TAYLOR BOOKS	00472310	2035198399	1233 AD BK	General Fund	200.61
06/12/2020	BAKER & TAYLOR BOOKS	00472311	2035224023	1233 AD BK	General Fund	102.92
06/12/2020	BAKER & TAYLOR BOOKS	00472312	2035261062	1233 AD BK	General Fund	83.50
06/12/2020	BAKER & TAYLOR BOOKS	00472313	CI229838	1241 AD BK	General Fund	1,331.32
06/12/2020	BAKER & TAYLOR BOOKS	00472518	2035224566	1233 AD BK	General Fund	159.79
06/12/2020	BAKER & TAYLOR BOOKS	00472519	2035252376	1233 AD BK	General Fund	119.12
Total for Payment No.:						4,260.93

Payment No: 016198

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	BECKWITH ELECTRIC	00473051	155600	M-2001C-6SV, DTC, 60HZ,SCADA,	Electric Utility Construction	11,908.25

06/12/2020	BECKWITH ELECTRIC	00473051	155600	M-2067B ADAPTER PANEL, DIGITAL	Electric Utility Construction	1,068.20
Total for Payment No.:						12,976.45
Payment No: 016199						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	BEST BEST & KRIEGER LLP	00473059	877408	LEGAL SERVICES	Special Liability Insurance	363.00
Total for Payment No.:						363.00
Payment No: 016200						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	BOUNDTREE MEDICAL LLC	00472588	83635437	MEDICAL SUPPLIES	General Fund	119.80
Total for Payment No.:						119.80
Payment No: 016201						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	BRUCE BARTON PUMP SERVICE INC	00472263	0103905-IN	LABOR HVAC HOT WATER PUMP	General Fund	165.00
06/12/2020	BRUCE BARTON PUMP SERVICE INC	00472263	0103905-IN	PARTS	General Fund	1,075.34
Total for Payment No.:						1,240.34
Payment No: 016202						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	BUCKLES-SMITH	00472253	3197414-00	CRC HOT WATER PUMP	General Fund	65.15
06/12/2020	BUCKLES-SMITH	00472531	3195729-00	LEGEND: 0-9 BOOKS 0 THRU 9	Electric Utility	57.85
06/12/2020	BUCKLES-SMITH	00472531	3195729-00	LEGEND: 1-45 BOOKS 1 THRU 45	Electric Utility	57.86
06/12/2020	BUCKLES-SMITH	00472531	3195729-00	BIT, STEP#3	Electric Utility	54.67
06/12/2020	BUCKLES-SMITH	00472531	3195729-00	BET, STEP#1	Electric Utility	30.99
06/12/2020	BUCKLES-SMITH	00472535	3193136-00	CHROMATED STEEL, ZINC PLATED	Water Utility	90.42
06/12/2020	BUCKLES-SMITH	00473167	3196055-00	PN# ALB9324RLD700NXENE - 9324-	Electric Utility	8,277.89

06/12/2020	BUCKLES-SMITH	00473167	3196055-00	PN# ALB9324RL0300ENE - 9324-RL	Electric Utility	1,700.40
Total for Payment No.:						10,335.23

Payment No: 016203

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	BURKE, WILLIAMS & SORENSEN LLP	00473161	254251	LEGAL SERVICES	Electric Utility Construction	936.00
Total for Payment No.:						936.00

Payment No: 016204

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	CALIFA GROUP	00472161	3451	1241 AD EBK	General Fund	3,000.00
06/12/2020	CALIFA GROUP	00472162	3455	1241 AD DB	General Fund	21,001.70
06/12/2020	CALIFA GROUP	00472163	3458	1241 AD DB	General Fund	3,702.60
06/12/2020	CALIFA GROUP	00472164	3460	1241 AD DB	General Fund	16,523.26
Total for Payment No.:						44,227.56

Payment No: 016205

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	CHURCHWELL WHITE	00473160	38394	CHANGE ORDER #2 ADDITIONAL FUN	Special Liability Insurance	630.00
Total for Payment No.:						630.00

Payment No: 016206

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	CINTAS CORP #630	00472141	4050536681	2020 MAY WATER UNIFORM SERVICE	Water Utility	329.94
06/12/2020	CINTAS CORP #630	00472141	4050536681	2020 MAY WATER UNIFORM SERVICE	Sewer Utility	329.94
06/12/2020	CINTAS CORP #630	00472142	4051154740	2020 MAY WATER UNIFORM SERVICE	Water Utility	340.57
06/12/2020	CINTAS CORP #630	00472142	4051154740	2020 MAY WATER UNIFORM SERVICE	Sewer Utility	340.57
06/12/2020	CINTAS CORP #630	00472422	1901250919	GLOVES	General Fund	870.91

06/12/2020	CINTAS CORP #630	00472424	9087001112	MASKS	Other City Dept Op Grant Fund	204.38
06/12/2020	CINTAS CORP #630	00472426	1901349615	MASKS	Other City Dept Op Grant Fund	218.00
06/12/2020	CINTAS CORP #630	00472427	4052206000	UNIFORMS	General Fund	413.54
06/12/2020	CINTAS CORP #630	00472427	4052206000	UNIFORMS	General Fund	4.51
06/12/2020	CINTAS CORP #630	00472623	4051557968	2020 MAY-WATER UNIFORM SERVICE	Water Utility	315.30
06/12/2020	CINTAS CORP #630	00472623	4051557968	2020 MAY-WATER UNIFORM SERVICE	Sewer Utility	315.30
				Total for Payment No.:		3,682.96

Payment No: 016207

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	CINTAS CORP #630	00472267	4052110003	UNIFORMS	General Fund	82.30
				Total for Payment No.:		82.30

Payment No: 016208

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	CINTAS FIRE PROTECTION #F44	00472454	0F44729253	FIRE EXT SERV WATER SEWER	General Fund	452.46
06/12/2020	CINTAS FIRE PROTECTION #F44	00472454	0F44729253	FIRE EXT SERV WATER SEWER NON	General Fund	548.99
				Total for Payment No.:		1,001.45

Payment No: 016209

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	CPMAXIS INC	00472620	1017	FRT/MID/BCK OFC SYS SUPT MAY20	Electric Utility	8,520.00
				Total for Payment No.:		8,520.00

Payment No: 016210

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	EFFICIENCY SERVICES GROUP, LLC	00472592	2772	EXTER/PRKING LOT LITE MAY20	Elec OperatingGrant Trust Fund	5,575.00

06/12/2020	EFFICIENCY SERVICES GROUP, LLC	00472592	2772	EXTER/PRKING LOT LITE MAY20	Elec OperatingGrant Trust Fund	13,551.00
Total for Payment No.:						19,126.00
Payment No: 016211						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	ELECTRICAL CONSULTANTS INC	00472208	88023	TRANSMISSI ENG SRV APR20	Electric Utility Construction	46,320.44
Total for Payment No.:						46,320.44
Payment No: 016212						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	ESOSOFT CORP	00472596	103448	ML CLASSICO (KEYACCOUNTS)	Electric Utility	32.72
06/12/2020	ESOSOFT CORP	00472596	103448	ML CLASSICO (KEYACCOUNTSPAGIN)	Electric Utility	32.72
06/12/2020	ESOSOFT CORP	00472596	103448	ML CLASSICO (POWERPOOL)	Electric Utility	32.72
06/12/2020	ESOSOFT CORP	00472596	103448	ML CLASSICO (ENERGYALERT)	Electric Utility	32.72
06/12/2020	ESOSOFT CORP	00472596	103448	ML CLASSICO (COGENSTEAM)	Electric Utility	32.72
Total for Payment No.:						163.60
Payment No: 016213						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	ETHOSENERGY	00473159	IN70867	MATERIALS, SERVICES AND REPAIR	Electric Utility Construction	14,526.00
06/12/2020	ETHOSENERGY	00473159	IN70867	RETENTION	Electric Utility Construction	-2,851.20
Total for Payment No.:						11,674.80
Payment No: 016214						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	EUROFINS EATON ANALYTICAL INC	00472143	L0511505	2020 MAY WATER SAMPLING	Water Utility	3,347.00
Total for Payment No.:						3,347.00

Payment No: 016215

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	FARWEST LINE SPECIALTIES LLC	00472322	306397	KLEIN FOLDING KNIFE W/CLIP	Electric Utility	107.53
06/12/2020	FARWEST LINE SPECIALTIES LLC	00472322	306397	SHIPPING	Electric Utility	9.47
				Total for Payment No.:		117.00

Payment No: 016216

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	FIRST SECURITY SERVICES	00473162	IN-0039130	SECURITY SERVICES (1 YEAR, \$91	General Fund	910.00
				Total for Payment No.:		910.00

Payment No: 016217

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	FIX AUTO SANTA CLARA	00472482	35752	LABOR- V#2055 WO# 127167	Fleet Operation Fund	78.00
06/12/2020	FIX AUTO SANTA CLARA	00472482	35752	PAINT- V#2055 WO#127167	Fleet Operation Fund	42.51
				Total for Payment No.:		120.51

Payment No: 016218

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	FRIANT POWER AUTHORITY	00472344	789	ENERGY PURCH (HYDRO1) MAY20	Electric Utility	550,027.82
06/12/2020	FRIANT POWER AUTHORITY	00472344	789	ENERGY PURCH (HYDRO2) MAY20	Electric Utility	486,140.27
				Total for Payment No.:		1,036,168.09

Payment No: 016219

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	G2 ENERGY OSTROM ROAD LLC	00472346	SVP 5-20	ENERGY (LANDFILL GAS) MAY20	Electric Utility	75,027.87
				Total for Payment No.:		75,027.87

Payment No: 016220

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	GALE/CENGAGE LEARNING	00472314	70404071	1241 AD BK	General Fund	54.75
06/12/2020	GALE/CENGAGE LEARNING	00472315	70404077	1241 AD BK	General Fund	54.75
06/12/2020	GALE/CENGAGE LEARNING	00472316	70404184	1241 AD BK	General Fund	175.69
06/12/2020	GALE/CENGAGE LEARNING	00472521	70404169	1241 AD BK	General Fund	199.38
				Total for Payment No.:		484.57

Payment No: 016221

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	GARDENLAND POWER EQUIPMENT	00472326	770705	LANDSCAPING SUPPLIES	General Fund	409.25
06/12/2020	GARDENLAND POWER EQUIPMENT	00472327	771557	CREDIT- ITEMS RETURNED	General Fund	-108.16
06/12/2020	GARDENLAND POWER EQUIPMENT	00472328	772604	TREE DIVISION- TRUCK SUPPLIES	General Fund	2,699.98
				Total for Payment No.:		3,001.07

Payment No: 016222

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	GATES & ASSOC	00473102	52991	GATES&ASSOCIATES-HOMERDIGE PLA	Parks And Recreation	4,977.00
06/12/2020	GATES & ASSOC	00473102	52991	RETENTION	Parks And Recreation	-248.85
				Total for Payment No.:		4,728.15

Payment No: 016223

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	GRAINGER	00472431	9535891510	BATTERIES	General Fund	168.13
				Total for Payment No.:		168.13

Payment No: 016224

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	GRAINGER-SAN JOSE	00471438	9496856205	ALL PURPOSE CLEANER	Electric Utility	54.02

06/12/2020	GRAINGER-SAN JOSE	00471439	9537064355	FOLDING GATE	Electric Utility	389.13
06/12/2020	GRAINGER-SAN JOSE	00472329	9539373952	TRAFFIC SUPPLIES	General Fund	20.86
06/12/2020	GRAINGER-SAN JOSE	00472330	9543764758	SIGN SHOP SUPPLIES	General Fund	66.10
06/12/2020	GRAINGER-SAN JOSE	00472483	9531966506	PARTS- SHOP USE	Fleet Operation Fund	141.64
06/12/2020	GRAINGER-SAN JOSE	00472537	9543023411	18-10AWG SPLICE KIT	Water Utility	197.95
06/12/2020	GRAINGER-SAN JOSE	00472590	9547319062	SUNDSTROM MASKS - COVID19	Other City Dept Op Grant Fund	423.79
06/12/2020	GRAINGER-SAN JOSE	00472598	9548021568	SUNDSTROM MASKS - COVID19	Other City Dept Op Grant Fund	211.89
06/12/2020	GRAINGER-SAN JOSE	00472947	9490553311	ABSORBENT MAT, OIL, 16.5 X 20,	Electric Utility	604.14
06/12/2020	GRAINGER-SAN JOSE	00473369	9539262064	CABLE TIE, 14-1/2IN LG X .19IN	Electric Utility	174.95
06/12/2020	GRAINGER-SAN JOSE	00473370	9538347965	HAND SOAP, PURELL ANTIBACTERIA	Electric Utility	576.50
				Total for Payment No.:		2,860.97

Payment No: 016225

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	GRANITE ROCK CO #29145	00473166	1228172	SAND	Water Utility Construction	86.04
06/12/2020	GRANITE ROCK CO #29145	00473166	1228172	SAND	Water Utility	64.54
06/12/2020	GRANITE ROCK CO #29145	00473166	1228172	SAND	Electric Utility Construction	215.11
06/12/2020	GRANITE ROCK CO #29145	00473166	1228172	SAND	Water Utility	43.02
06/12/2020	GRANITE ROCK CO #29145	00473166	1228172	SAND	Sewer Utility	21.52
				Total for Payment No.:		430.23

Payment No: 016226

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	GRID SUBJECT MATTER EXPERTS, LLC	00472622	7303	ONGOING CIP ACTIVITIES MAY20	Electric Utility	105.00
				Total for Payment No.:		105.00

Payment No: 016227

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	GUIDA SURVEYING, INC.	00473108	45494	GUIDA SURVEYING INC. - AMENDME	Parks And Recreation	3,120.00
06/12/2020	GUIDA SURVEYING, INC.	00473108	45494	GUIDA SURVEYING INC. - AMENDME	Parks And Recreation	7,480.00
				Total for Payment No.:		10,600.00

Payment No: 016228

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	HI-TECH EMERGENCY VEHICLE SERVICE INC	00472487	167493	PARTS- V#3122+SHIPPING	Fleet Operation Fund	110.97
				Total for Payment No.:		110.97

Payment No: 016229

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	HYDRA-STOP LLC	00472624	39976	12" INSTA VALVE BODY / CARTRIG	Water Utility	9,060.08
06/12/2020	HYDRA-STOP LLC	00472625	39977	8" SET & 12" SET PIN ASSEMBLY	Water Utility	100.28
				Total for Payment No.:		9,160.36

Payment No: 016230

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	IMPERIAL SPRINKLER SUPPLY INC	00472331	4175380-00	LANDSCAPING SUPPLIES	General Fund	202.55
06/12/2020	IMPERIAL SPRINKLER SUPPLY INC	00472332	4178649-00	LANDSCAPING SUPPLIES	General Fund	256.41
06/12/2020	IMPERIAL SPRINKLER SUPPLY INC	00472333	4180398-00	LANDSCAPING SUPPLIES	General Fund	227.08
06/12/2020	IMPERIAL SPRINKLER SUPPLY INC	00472334	4183310-00	LANDSCAPING SUPPLIES	General Fund	12.03
06/12/2020	IMPERIAL SPRINKLER SUPPLY INC	00472538	4153743-00	WATTLE STRAWS	Sewer Utility	75.73
				Total for Payment No.:		773.80

Payment No: 016231

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	INGRAM LIBRARY SERVICES INC	00472165	45954365	1241 AD BK	General Fund	125.76

06/12/2020	INGRAM LIBRARY SERVICES INC	00472165	45954365	1231 Juv BK	General Fund	4,040.40
06/12/2020	INGRAM LIBRARY SERVICES INC	00472165	45954365	1233 AD BK	General Fund	31.96
06/12/2020	INGRAM LIBRARY SERVICES INC	00472166	45954375	1235 Juv BK	General Fund	72.67
06/12/2020	INGRAM LIBRARY SERVICES INC	00472167	45954386	1233 AD/Juv BK	General Fund	1,704.53
06/12/2020	INGRAM LIBRARY SERVICES INC	00472168	46000713	1241 SVP 9262 ENERGY BK	Elec OperatingGrant Trust Fund	66.67
06/12/2020	INGRAM LIBRARY SERVICES INC	00472168	46000713	1241 SVP 9686 ENERGY BK	Elec OperatingGrant Trust Fund	62.15
06/12/2020	INGRAM LIBRARY SERVICES INC	00472168	46000713	1241 SVP 9693 ENERGY BK	Elec OperatingGrant Trust Fund	16.85
06/12/2020	INGRAM LIBRARY SERVICES INC	00472523	46069150	1241 SVP 9262 ENERGY BK	Elec OperatingGrant Trust Fund	51.15
06/12/2020	INGRAM LIBRARY SERVICES INC	00472523	46069150	1241 SVP 9693 ENERGY BK	Elec OperatingGrant Trust Fund	23.96
06/12/2020	INGRAM LIBRARY SERVICES INC	00472524	46072442	1232 YA BK	General Fund	115.28
06/12/2020	INGRAM LIBRARY SERVICES INC	00472525	46072447	1231 Juv BK	General Fund	1,753.95
06/12/2020	INGRAM LIBRARY SERVICES INC	00472525	46072447	1233 AD/Juv BK	General Fund	61.48
06/12/2020	INGRAM LIBRARY SERVICES INC	00472525	46072447	1232 YA BK	General Fund	1,702.27
06/12/2020	INGRAM LIBRARY SERVICES INC	00472525	46072447	1236 Juv BK	General Fund	153.09
06/12/2020	INGRAM LIBRARY SERVICES INC	00472525	46072447	1241 AD BK	General Fund	3,367.15
06/12/2020	INGRAM LIBRARY SERVICES INC	00472527	46072443	1241 AD BK	General Fund	9,797.72
06/12/2020	INGRAM LIBRARY SERVICES INC	00472528	46072444	1241 AD BK	General Fund	7,115.89
06/12/2020	INGRAM LIBRARY SERVICES INC	00472530	46072445	1231 Juv BK	General Fund	8,202.11
06/12/2020	INGRAM LIBRARY SERVICES INC	00472532	46072446	1231 Juv BK	General Fund	10,842.04
				Total for Payment No.:		49,307.08

Payment No: 016232

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	INTERSTATE TRAFFIC CONTROL	00472336	238204	STRIPING SUPPLIES	General Fund	11,849.26
				Total for Payment No.:		11,849.26

Payment No: 016233

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	JEFFERS MANGELS BUTLER & MITCHELL LLP	00473237	1778181	LEGAL SERVICES	Special Liability Insurance	9,335.10
06/12/2020	JEFFERS MANGELS BUTLER & MITCHELL LLP	00473240	1779855	LEGAL SERVICES	Special Liability Insurance	12,417.17
06/12/2020	JEFFERS MANGELS BUTLER & MITCHELL LLP	00473244	1783595	LEGAL SERVICES	Special Liability Insurance	4,807.60
06/12/2020	JEFFERS MANGELS BUTLER & MITCHELL LLP	00473246	1786222	LEGAL SERVICES	Special Liability Insurance	5,528.00
				Total for Payment No.:		32,087.87

Payment No: 016234

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	JOHN'S SALT SERVICE INC	00472176	JUNE & JULY 2020	SALT BIN RENT JUN-JUL2020	Electric Utility	327.00
				Total for Payment No.:		327.00

Payment No: 016235

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	KINOKUNIYA BOOKSTORES OF AMERICA CO. LTD	00472169	SJ1852	1241 AD BK	General Fund	393.54
				Total for Payment No.:		393.54

Payment No: 016236

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	LEVY SANTA CLARA CONVENTION CENTER	00473012	33650JUN2020	REFUND DUPE PYMT APRIL RESERVE	SCCC-Levy Food & Beverage	20,174.69
06/12/2020	LEVY SANTA CLARA CONVENTION CENTER	00473012	33650JUN2020	REFUND DUPE PYMT APRIL RESERVE	SCCC-Levy Food & Beverage	-20,174.69
06/12/2020	LEVY SANTA CLARA CONVENTION CENTER	00473012	33650JUN2020	REFUND DUPE PYMT APRIL RESERVE	SCCC-Levy Food & Beverage	20,174.69
				Total for Payment No.:		20,174.69

Payment No: 016237

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	LIEM CONG HUYNH	00473004	24863MAY2020	SAFETY BOOT REIMB	Electric Utility	228.85
				Total for Payment No.:		228.85

Payment No: 016238

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	LINKEDIN CORPORATION	00472170	10110957790	1241 AD DB	General Fund	15,750.00
				Total for Payment No.:		15,750.00

Payment No: 016239

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	MIDWEST TAPE LLC	00472217	98916471	1241 AD ABKS	General Fund	2,811.35
06/12/2020	MIDWEST TAPE LLC	00472217	98916471	1231 Juv ABK	General Fund	38.14
06/12/2020	MIDWEST TAPE LLC	00472217	98916471	1233 AD ABKS	General Fund	414.09
06/12/2020	MIDWEST TAPE LLC	00472317	98968591	1241 AD DB	General Fund	15,858.09
06/12/2020	MIDWEST TAPE LLC	00472318	98972027	1241 AD DB	General Fund	60,000.00
				Total for Payment No.:		79,121.67

Payment No: 016240

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	MILLER STARR REGALIA, PLC	00473057	392460	LEGAL SERVICES	Electric Utility Construction	4,461.12
06/12/2020	MILLER STARR REGALIA, PLC	00473158	393403	LEGAL SERVICES	Electric Utility Construction	900.00
				Total for Payment No.:		5,361.12

Payment No: 016241

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	MSR PUBLIC POWER AGENCY	00472364	060220	PUR POWER SAN JUAN JUN20 ACT	Electric Utility	25,540.55
06/12/2020	MSR PUBLIC POWER AGENCY	00472364	060220	PUR POWER SAN JUAN JUN20 ACT	Electric Utility	96,250.00

06/12/2020	MSR PUBLIC POWER AGENCY	00472364	060220	PUR POWER SAN JUAN JUN20 ACT	Electric Utility	810,767.65
06/12/2020	MSR PUBLIC POWER AGENCY	00472364	060220	RENEWABLE ADMIN COSTS JUN20	Electric Utility	44,035.79
				Total for Payment No.:		976,593.99

Payment No: 016242

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	MT TIRE SERVICE	00472651	13703	LABOR FLEET SERVICE	Fleet Operation Fund	120.00
06/12/2020	MT TIRE SERVICE	00472652	13702	LABOR MD V3224 WO 127297	Fleet Operation Fund	30.00
				Total for Payment No.:		150.00

Payment No: 016243

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	NOSSAMAN LLP	00473157	509351	LEGAL SERVICES	Special Liability Insurance	6,985.10
				Total for Payment No.:		6,985.10

Payment No: 016244

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	OLCESE WATER DISTRICT	00472599	100364	PURCHASE OF RECS FEB20	Electric Utility	7,089.00
06/12/2020	OLCESE WATER DISTRICT	00472599	100364	SCHEDULNG COORDINATOR ID FEB20	Electric Utility	500.00
				Total for Payment No.:		7,589.00

Payment No: 016245

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	ONESOURCE DISTRIBUTORS LLC	00473375	S6439159.001	SEAL, DEMAND RESET, SNAP-LOCK	Electric Utility	523.20
06/12/2020	ONESOURCE DISTRIBUTORS LLC	00473376	S6438852.002	CABLE TIE, 20IN LG X .50IN WID	Electric Utility	3,839.24
				Total for Payment No.:		4,362.44

Payment No: 016246

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	ONESOURCE DISTRIBUTORS LLC	00473205	S6449259.002	CONNECTOR, SPLIT BOLT, CU/CU,	Electric Utility	259.86
06/12/2020	ONESOURCE DISTRIBUTORS LLC	00473207	S6449259.001	BOLT, ALL THREAD, 3/4IN X 24IN	Water Utility	180.81
06/12/2020	ONESOURCE DISTRIBUTORS LLC	00473207	S6449259.001	GRIP, GUY, 7/16IN WIRE. HELICA	Electric Utility	826.87
				Total for Payment No.:		1,267.54

Payment No: 016247

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	ORACLE AMERICA INC	00473116	44971745	PEOPLESFT TECHNICAL SUPPORT;	General Fund	4,928.06
06/12/2020	ORACLE AMERICA INC	00473117	44720164	PEOPLESFT PROGRAM TECHNICAL S	General Fund	54,154.74
06/12/2020	ORACLE AMERICA INC	00473118	44720274	PEOPLESFT PROGRAM TECHNICAL S	General Fund	2,933.47
06/12/2020	ORACLE AMERICA INC	00473119	44774052	PEOPLESFT PROGRAM-RELATED QUA	General Fund	2,942.44
06/12/2020	ORACLE AMERICA INC	00473120	44896607	PEOPLESFT TECH SUPPORT ORDER	General Fund	8,221.52
06/12/2020	ORACLE AMERICA INC	00473214	44578987	SOFTWARE UPDATE LICENSE & SUPP	General Fund	2,800.18
				Total for Payment No.:		75,980.41

Payment No: 016248

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	OVERDRIVE INC	00472536	00910DA20155073	1241 AD EBK	General Fund	393.42
06/12/2020	OVERDRIVE INC	00472539	00910CO20154886	1241 AD EBK	General Fund	1,178.21
06/12/2020	OVERDRIVE INC	00472541	00910CO20154900	1241 AD EBK	General Fund	2,029.28
06/12/2020	OVERDRIVE INC	00472544	00910CO20154901	1231 Juv EBK	General Fund	2,662.94
				Total for Payment No.:		6,263.85

Payment No: 016249

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	PARS/GASB 45	00473189	14589JUN2020	MONTHLY CONTRIB JUNE 2020	OPEB Plan Trust Fund	295,500.00
				Total for Payment No.:		295,500.00

Payment No: 016250

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	PG&E	00472177	3847680626-0 MAY2020	ELEC SVC GRZ INTAKE TWR MAY20	Electric Utility	393.44
				Total for Payment No.:		393.44

Payment No: 016251

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	PG&E	00472178	3889347290-2 MAY2020	ELE SV GRIZ MICROWAV MAY2020	Electric Utility	127.35
				Total for Payment No.:		127.35

Payment No: 016252

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	PG&E	00472360	9644211793-1 MAY2020	ELEC SVC GRIZZLY PWRHSE MAY20	Electric Utility	3,146.01
				Total for Payment No.:		3,146.01

Payment No: 016253

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	PG&E	00472138	8978316890-2 MAY2020	2020 MAY 700 LOS ESTEROS SJTP	Sewer Utility	31.46
				Total for Payment No.:		31.46

Payment No: 016254

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	PLAN REVIEW CONSULTANTS INC	00472648	PRC2020-9	AMENDMENT NO 2. APPROVED 5/14/	General Fund	2,250.00
				Total for Payment No.:		2,250.00

Payment No: 016255

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	POWER SYSTEMS OPERATIONS	00472621	1294	VERA VALIDATION UPDATES MAY20	Electric Utility	1,563.62

Total for Payment No.: 1,563.62

Payment No: 016256

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	PRAXAIR DISTRIBUTION INC	00472277	95136262	SUPPLY	General Fund	13.66
06/12/2020	PRAXAIR DISTRIBUTION INC	00472361	96966924	IND LIQUID 200-300LT	Electric Utility	411.51
06/12/2020	PRAXAIR DISTRIBUTION INC	00472361	96966924	SPEC HIGH PRESSURE>100CF	Electric Utility	24.75
06/12/2020	PRAXAIR DISTRIBUTION INC	00472361	96966924	SAFETY/ENVIRONMENTAL FEE	Electric Utility	25.45
Total for Payment No.:						475.37

Payment No: 016257

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	RELIABILITY OPTIMIZATION INC	00472213	20-00037	PDM SERVICES DVR MAY2020	Electric Utility	5,126.00
06/12/2020	RELIABILITY OPTIMIZATION INC	00472214	20-00038	PDM SERVICES COGEN MAY2020	Electric Utility	1,993.00
06/12/2020	RELIABILITY OPTIMIZATION INC	00472216	20-00040	U1,U2 TESTING-TRAVEL 5/28/20	Electric Utility	300.00
06/12/2020	RELIABILITY OPTIMIZATION INC	00472216	20-00040	U1,U2-ONSITE 5/28/20	Electric Utility	600.00
06/12/2020	RELIABILITY OPTIMIZATION INC	00472216	20-00040	U1,U2-MILEAGE 5/28/20	Electric Utility	51.75
06/12/2020	RELIABILITY OPTIMIZATION INC	00472216	20-00040	U1,U2ANALYSIS/REPORT 5/28/20	Electric Utility	675.00
Total for Payment No.:						8,745.75

Payment No: 016258

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	RENNE SLOAN HOLTZMAN SAKAI LLP	00473229	43397	PERSONNEL ISSUES	Special Liability Insurance	2,197.50
Total for Payment No.:						2,197.50

Payment No: 016259

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	ROBERT BLANCHETTE	00470169	29807MAY2020	FY19-20 TOOL REIMBURSEMENT	Fleet Operation Fund	9.17

Total for Payment No.: 9.17

Payment No: 016260

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	RODNEY C PEOPLES	00472338	R200519	LANDFILL SERVICES	Solid Waste Utility-Constructi	21,897.30
Total for Payment No.:						21,897.30

Payment No: 016261

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	SC FUELS	00473121	4313253	UNLEADED GASOLINE (87 OCTANE -	Fleet Operation Fund	12,736.26
06/12/2020	SC FUELS	00473122	4301077	UNLEADED GASOLINE (87 OCTANE -	Fleet Operation Fund	13,054.25
Total for Payment No.:						25,790.51

Payment No: 016262

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	SCOTT SUMMERFIELD	00473210	2020-3	Leadership Santa Clara 2020 Pr	General Fund	8,000.00
Total for Payment No.:						8,000.00

Payment No: 016263

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	SCOTT'S PPE RECON INC	00472467	36116	MAY 2020 TURNOUT REPAIRS TAXAB	Fire Department	16.35
06/12/2020	SCOTT'S PPE RECON INC	00472467	36116	MAY 2020 TURNOUT REPAIRS NONTA	Fire Department	1,913.00
Total for Payment No.:						1,929.35

Payment No: 016264

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	SEDGWICK CLAIMS MGMT SVCS INC	00473377	B1131214	WORK COMP SVCS APR20	Workers Compensation	28,741.00

Total for Payment No.: 28,741.00

Payment No: 016265

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	SERRANO ELECTRIC INC	00472287	29645	SCCC LABOR - MAY	Convention Cnt Maintenance Dis	9,620.00
06/12/2020	SERRANO ELECTRIC INC	00472287	29645	SCCC MATERIAL	Convention Cnt Maintenance Dis	1,533.56
06/12/2020	SERRANO ELECTRIC INC	00472287	29645	SCCC LIFT	Convention Cnt Maintenance Dis	990.00
Total for Payment No.:						12,143.56

Payment No: 016266

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	SOFTWAREONE	00472999	US-PSI-901985	AZURE OVERAGES-DEC 2019	Information Technology Service	1,085.53
06/12/2020	SOFTWAREONE	00473002	US-PSI-920406	AZURE OVERAGES-FEB 2020	Information Technology Service	1,042.19
06/12/2020	SOFTWAREONE	00473003	US-PSI-927460	O365 TEST TENANT	Information Technology Service	1,028.10
06/12/2020	SOFTWAREONE	00473005	US-PSI-927471	AZURE OVERAGES-MAR 2020	Information Technology Service	1,108.69
Total for Payment No.:						4,264.51

Payment No: 016267

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	STAPLES ADVANTAGE	00472564	8058402209-BLDGMTCE	OFFICE SUPPLIES	General Fund	132.76
06/12/2020	STAPLES ADVANTAGE	00472565	8058402209-CEMETERY	OFFICE SUPPLIES	Cemetery	19.69
06/12/2020	STAPLES ADVANTAGE	00472566	8058402209-CITYATTY	OFFICE SUPPLIES	General Fund	136.36
06/12/2020	STAPLES ADVANTAGE	00472567	8058402209-CITYCLERK	OFFICE SUPPLIES	General Fund	138.90
06/12/2020	STAPLES ADVANTAGE	00472568	8058402209-ELECYARD	OFFICE SUPPLIES	Electric Utility	332.13
06/12/2020	STAPLES ADVANTAGE	00472568	8058402209-ELECYARD	OFFICE SUPPLIES	Electric Utility	63.57

06/12/2020	STAPLES ADVANTAGE	00472569	8058402209-FINANCE	OFFICE SUPPLIES	General Fund	70.68
06/12/2020	STAPLES ADVANTAGE	00472569	8058402209-FINANCE	OFFICE SUPPLIES	General Fund	40.29
06/12/2020	STAPLES ADVANTAGE	00472570	8058402209-FIRE	OFFICE SUPPLIES	Other City Dept Op Grant Fund	129.64
06/12/2020	STAPLES ADVANTAGE	00472570	8058402209-FIRE	OFFICE SUPPLIES	General Fund	81.63
06/12/2020	STAPLES ADVANTAGE	00472570	8058402209-FIRE	OFFICE SUPPLIES	Other City Dept Op Grant Fund	28.51
06/12/2020	STAPLES ADVANTAGE	00472570	8058402209-FIRE	OFFICE SUPPLIES	General Fund	7.72
06/12/2020	STAPLES ADVANTAGE	00472571	8058402209-HR	OFFICE SUPPLIES	General Fund	55.36
06/12/2020	STAPLES ADVANTAGE	00472572	8058402209-POLICEDET	OFFICE SUPPLIES	General Fund	-238.50
06/12/2020	STAPLES ADVANTAGE	00472573	8058402209-POLICESPECIAL	OFFICE SUPPLIES	General Fund	87.69
06/12/2020	STAPLES ADVANTAGE	00472574	8058402209-SRCTR	OFFICE SUPPLIES	General Fund	164.49
06/12/2020	STAPLES ADVANTAGE	00472575	8058402209-WATER	OFFICE SUPPLIES	Sewer Utility	34.59
06/12/2020	STAPLES ADVANTAGE	00472575	8058402209-WATER	OFFICE SUPPLIES	Water Utility	34.57
				Total for Payment No.:		1,320.08

Payment No: 016268

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	SUMMIT UNIFORMS	00472584	66500	T Fleckner	General Fund	850.00
06/12/2020	SUMMIT UNIFORMS	00472585	66722	R Lyman	General Fund	766.94
06/12/2020	SUMMIT UNIFORMS	00472586	66732	V Paredez	General Fund	766.94
06/12/2020	SUMMIT UNIFORMS	00472587	66760	A Rodriguez	General Fund	766.94
06/12/2020	SUMMIT UNIFORMS	00472589	66763	T Fleckner	General Fund	766.94
06/12/2020	SUMMIT UNIFORMS	00472591	66767	M Willis Name Tag	General Fund	16.39
06/12/2020	SUMMIT UNIFORMS	00472593	66839	W Lighthouse	General Fund	119.08
06/12/2020	SUMMIT UNIFORMS	00472595	66872	N Costere	General Fund	393.30
				Total for Payment No.:		4,446.53

Payment No: 016269

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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06/12/2020	SUNE W12DG-C, LLC	00472345	CA-12-0396-18	ENERGY PURCH (SOLAR) MAY20	Electric Utility	13,837.10
Total for Payment No.:						13,837.10

Payment No: 016270

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	THERMO ENVIRONMENTAL	00472650	470544	PN# EM-117865-00 - 42iQ LS CON	Electric Utility	5,756.86
06/12/2020	THERMO ENVIRONMENTAL	00472650	470544	PN# EM-117867-00 - 48iQ CONSUM	Electric Utility	2,504.34
Total for Payment No.:						8,261.20

Payment No: 016271

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	TRANSMISSION AGENCY OF NORTHERN CA	00472347	MAY 2020	DEBT SERVICE (TANC) JUL20	Electric Utility	80,344.00
06/12/2020	TRANSMISSION AGENCY OF NORTHERN CA	00472347	MAY 2020	DEBT SERVICE (SOT) JUN20	Electric Utility	3,466.00
06/12/2020	TRANSMISSION AGENCY OF NORTHERN CA	00472347	MAY 2020	TANC A&G JUL20	Electric Utility	112,834.00
06/12/2020	TRANSMISSION AGENCY OF NORTHERN CA	00472347	MAY 2020	COTP O&M JUL20	Electric Utility	166,295.00
06/12/2020	TRANSMISSION AGENCY OF NORTHERN CA	00472347	MAY 2020	SOT FAC CHARGE MAY20	Electric Utility	4,057.83
06/12/2020	TRANSMISSION AGENCY OF NORTHERN CA	00472347	MAY 2020	SOT ADMINISTRATIVE COSTS APR20	Electric Utility	4,317.48
Total for Payment No.:						371,314.31

Payment No: 016272

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	UNISYS CORP	00473115	M2005008	INFORMATION TECHNOLOGY SERVICE	Information Technology Service	711,727.70
06/12/2020	UNISYS CORP	00473115	M2005008	INFORMATION TECHNOLOGY SERVICE	General Fund	969.78
06/12/2020	UNISYS CORP	00473338	M2006003	INFORMATION TECHNOLOGY SERVICE	Information Technology Service	750,854.80
06/12/2020	UNISYS CORP	00473338	M2006003	INFORMATION TECHNOLOGY SERVICE	General Fund	1,179.78

Total for Payment No.: 1,464,732.06

Payment No: 016273

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	UNIVERSAL SITE SERVICES	00472292	20022499	SCCC POTS	Convention Cnt Maintenance Dis	6,889.67
06/12/2020	UNIVERSAL SITE SERVICES	00472292	20022499	SCCC POTS	Convention Cnt Maintenance Dis	3,987.11
06/12/2020	UNIVERSAL SITE SERVICES	00472292	20022499	SCCC POTS	Convention Cnt Maintenance Dis	6,503.82
06/12/2020	UNIVERSAL SITE SERVICES	00472342	20020731	PARKING LOT SWEEPNG SERVCS	Downtown Parking Maintenance D	2,067.00
06/12/2020	UNIVERSAL SITE SERVICES	00473148	20022095	FY 2019-20 SWEEPING SERVICES W	Convention Cnt Maintenance Dis	5,068.93
06/12/2020	UNIVERSAL SITE SERVICES	00473149	20022096	FY 2019-20 CUSTODIAL SERVICES	Convention Cnt Maintenance Dis	11,065.19
06/12/2020	UNIVERSAL SITE SERVICES	00473149	20022096	FY 2019-20 PRESSURE WASHING SE	Convention Cnt Maintenance Dis	5,056.96
Total for Payment No.:						40,638.68

Payment No: 016274

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	WESTERN STATES OIL CO	00472517	440673	PD MOTORCYCLES TANK#91	Fleet Operation Fund	71.66
Total for Payment No.:						71.66

Payment No: 016275

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	WILLIAMS SCOTSMAN INC	00472211	7826186	40X8 CONTAINER RENT JUN20	Street Lighting	241.32
06/12/2020	WILLIAMS SCOTSMAN INC	00472211	7826186	CONTAINER LOCK - RENTAL JUN20	Street Lighting	19.62
06/12/2020	WILLIAMS SCOTSMAN INC	00472211	7826186	PROPERTY TAX RECOVERY JUN20	Street Lighting	9.65
Total for Payment No.:						270.59

Overall Total

5,662,220.54



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

Run Date 6/11/2020
Run Time 9:04:48 AM

Sorted by Payment Number

Payment No: 643704

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	ALBERT GAXIOLA	00472632	12483JUN2020	2020 WDO DIST / WTO TREATMENT	Water Utility	150.00
				Total for Payment No.:		150.00

Payment No: 643705

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	BRIAN D SLADWICK	00472634	12714JUN2020	2020 FY - BOOT REIMBURSEMENT	Water Utility	237.00
				Total for Payment No.:		237.00

Payment No: 643706

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	CAPRCBM	00471433	16166MAY2020	CA Assoc.Commission Membership	General Fund	225.00
				Total for Payment No.:		225.00

Payment No: 643707

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	DOYLE, BRIAN	00473052	30944MAY2020	REIMB ATTY REGIST FEES	General Fund	375.00
				Total for Payment No.:		375.00

Payment No: 643708

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	ENVIRONMENTAL SYSTEMS INC	00473114	3250JUN2020	RETENTION RELEASE	Public Buildings	20,850.00
				Total for Payment No.:		20,850.00

Payment No: 643709

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	JAKE TREVOR TOMLIN	00473173	25179MAY2020	TUITION REIMBURSEMENT	General Fund	2,000.00
				Total for Payment No.:		2,000.00

Payment No: 643710

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	JAMES MORASH	00473362	22527DEC2019A	TUITION REIMBURSEMENT	Water Utility	1,650.00
06/12/2020	JAMES MORASH	00473364	22527DEC2019B	TUITION REIMBURSEMENT	Water Utility	350.00
				Total for Payment No.:		2,000.00

Payment No: 643711

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	JESSE MURRILL	00472555	20296JUN2020	SAFETY BOOTS/CLOTH REIMB 19/20	Electric Utility	49.78
				Total for Payment No.:		49.78

Payment No: 643712

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	LEONEL VALDEZ	00472636	27273JUN2020	CWEA MECH TECH GRADE 1 RENEW	Water Utility	89.00
				Total for Payment No.:		89.00

Payment No: 643713

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	LUPE FUENTES	00473390	12716JUN2020	BOOT ALLOWANCE	General Fund	185.71
				Total for Payment No.:		185.71

Payment No: 643714

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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06/12/2020	MARK BALDERSTON	00472563	10059JUN2020	SAFETY BOOTS/CLOTH REIMB 19/20	Electric Utility	213.96
				Total for Payment No.:		213.96
Payment No: 643715						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	PHI, MANDY	00473000	32344MAY2020	RAINGEAR/BOOT REIMB	Electric Utility	356.90
				Total for Payment No.:		356.90
Payment No: 643716						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	ROBERT MATSUZAKI	00454416	00074008-01 Utility Refund A	UTILITY REFUND	General Fund	51.25
				Total for Payment No.:		51.25
Payment No: 643717						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	ROBERT STIBBARD	00473063	7281MAY2020	REIMB WALKING SHOES FY19-20	General Fund	120.00
				Total for Payment No.:		120.00
Payment No: 643718						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	STATE WATER RESOURCES CONTROL(BOX 944212	00472231	6582JUN2020	WTR DST OPERATOR APP FEE	Electric Utility	50.00
				Total for Payment No.:		50.00
Payment No: 643719						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	ADORABLE, EMILY	00472973	05/19/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	59.00
				Total for Payment No.:		59.00

Payment No: 643720

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	AIDA MUSTACICH	00472908	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	290.50
				Total for Payment No.:		290.50

Payment No: 643721

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	AMANDA FENTON	00472824	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	128.00
				Total for Payment No.:		128.00

Payment No: 643722

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	ANALISA TAN	00472857	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	114.00
				Total for Payment No.:		114.00

Payment No: 643723

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	ANDREA LEVCHUK	00472957	05/12/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	160.00
				Total for Payment No.:		160.00

Payment No: 643724

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	ANGELINE ZUCKER	00472936	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	407.50
				Total for Payment No.:		407.50

Payment No: 643725

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	ANITA WU	00472842	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	135.00

Total for Payment No.: 135.00

Payment No: 643726

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	ANNA NGUYEN	00472922	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	10.00
06/12/2020	ANNA NGUYEN	00472923	04/21/20 CLASS REFUND A	PARKS DEPT REFUND	General Fund	10.00
06/12/2020	ANNA NGUYEN	00472985	05/19/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	1,155.00
				Total for Payment No.:		1,175.00

Payment No: 643727

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	ANNA SEGRERA	00472859	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	114.00
				Total for Payment No.:		114.00

Payment No: 643728

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	ANNALISE RENKOSKI	00472954	05/12/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	53.00
				Total for Payment No.:		53.00

Payment No: 643729

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	ANNAPURNA YARLAGADDA	00472955	05/12/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	98.00
06/12/2020	ANNAPURNA YARLAGADDA	00472988	05/19/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	245.00
				Total for Payment No.:		343.00

Payment No: 643730

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	ANNE TUCKER	00472881	04/21/20 CLASS REFUND B	PARKS DEPT REFUND	General Fund	114.00

06/12/2020	ANNE TUCKER	00472882	04/21/20 CLASS REFUND C	PARKS DEPT REFUND	General Fund	114.00
Total for Payment No.:						228.00
Payment No: 643731						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	ANNE WHALEN	00472965	05/12/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	165.00
Total for Payment No.:						165.00
Payment No: 643732						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	ANNE WU	00472841	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	114.00
Total for Payment No.:						114.00
Payment No: 643733						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	ARABELLA YAP	00472989	05/19/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	417.50
Total for Payment No.:						417.50
Payment No: 643734						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	AVERY GERSON	00472865	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	102.00
Total for Payment No.:						102.00
Payment No: 643735						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	BEAU LAPLACA	00472930	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	387.50
Total for Payment No.:						387.50

Payment No: 643736

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	BRITTANY DEWESTER	00472899	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	566.00
				Total for Payment No.:		566.00

Payment No: 643737

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	CAROL BRYSON	00472852	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	114.00
				Total for Payment No.:		114.00

Payment No: 643738

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	CECILIA SAVAGE	00472994	05/26/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	434.00
				Total for Payment No.:		434.00

Payment No: 643739

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	CHANDRA HENRY	00472848	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	114.00
				Total for Payment No.:		114.00

Payment No: 643740

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	CHELSEA DENNEY	00472854	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	138.00
				Total for Payment No.:		138.00

Payment No: 643741

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	CHENHENG LIU	00472869	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	102.00

Total for Payment No.: 102.00

Payment No: 643742

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	CHERYLL POLON	00472921	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	587.50
06/12/2020	CHERYLL POLON	00472931	04/21/20 CLASS REFUND A	PARKS DEPT REFUND	General Fund	407.50
Total for Payment No.:						995.00

Payment No: 643743

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	CHRIS ALLAN	00472950	05/12/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	87.00
Total for Payment No.:						87.00

Payment No: 643744

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	CHRISTINA NOLAN	00472872	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	102.00
Total for Payment No.:						102.00

Payment No: 643745

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	CHRISTINA VALDEZ	00472812	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	114.00
Total for Payment No.:						114.00

Payment No: 643746

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	CHRISTINE TAPIA	00472875	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	102.00
Total for Payment No.:						102.00

Payment No: 643747

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	CHRISTOPHER REILLY	00472816	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	114.00
06/12/2020	CHRISTOPHER REILLY	00472828	04/21/20 CLASS REFUND A	PARKS DEPT REFUND	General Fund	128.00
06/12/2020	CHRISTOPHER REILLY	00472835	04/21/20 CLASS REFUND B	PARKS DEPT REFUND	General Fund	114.00
				Total for Payment No.:		356.00

Payment No: 643748

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	CINDY HATHER	00472960	05/12/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	407.50
				Total for Payment No.:		407.50

Payment No: 643749

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	CORAL SOTO	00472846	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	114.00
				Total for Payment No.:		114.00

Payment No: 643750

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	CRYSTAL LEE	00472862	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	138.00
06/12/2020	CRYSTAL LEE	00472984	05/19/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	597.50
				Total for Payment No.:		735.50

Payment No: 643751

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	CUNEYT DONMEZ	00472917	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	567.50
				Total for Payment No.:		567.50

Payment No: 643752

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	DALJEET KAUR BHOGAL	00472801	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	114.00
06/12/2020	DALJEET KAUR BHOGAL	00472884	04/21/20 CLASS REFUND A	PARKS DEPT REFUND	General Fund	114.00
				Total for Payment No.:		228.00

Payment No: 643753

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	DANNI RABON	00472933	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	407.50
				Total for Payment No.:		407.50

Payment No: 643754

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	DEBBIE BENOVIITZ	00472980	05/19/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	72.00
				Total for Payment No.:		72.00

Payment No: 643755

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	DI LI	00472845	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	114.00
				Total for Payment No.:		114.00

Payment No: 643756

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	DIANE ORTIZ	00472942	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	407.50
				Total for Payment No.:		407.50

Payment No: 643757

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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06/12/2020	DONNIE STUART	00472849	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	114.00
Total for Payment No.:						114.00

Payment No: 643758

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	ELISSA CRUZ	00472809	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	114.00
06/12/2020	ELISSA CRUZ	00472830	04/21/20 CLASS REFUND A	PARKS DEPT REFUND	General Fund	114.00
06/12/2020	ELISSA CRUZ	00472972	05/19/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	228.00
Total for Payment No.:						456.00

Payment No: 643759

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	ELIZABETH SAKAMOTO	00472932	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	407.50
Total for Payment No.:						407.50

Payment No: 643760

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	EMILY MILLER	00472892	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	576.00
06/12/2020	EMILY MILLER	00472893	04/21/20 CLASS REFUND A	PARKS DEPT REFUND	General Fund	576.00
Total for Payment No.:						1,152.00

Payment No: 643761

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	ERIN GARRIDO	00472958	05/12/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	160.00
Total for Payment No.:						160.00

Payment No: 643762

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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06/12/2020	ERIN WILEY	00472850	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	135.00
Total for Payment No.:						135.00

Payment No: 643763

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	ESTHER BARRICK	00472975	05/19/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	41.00
Total for Payment No.:						41.00

Payment No: 643764

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	FATIMA ABOUKHALED	00472926	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	368.05
Total for Payment No.:						368.05

Payment No: 643765

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	FROTHINGHAM, AMBER	00472929	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	407.50
Total for Payment No.:						407.50

Payment No: 643766

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	GAHWA LEE	00472905	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	277.00
Total for Payment No.:						277.00

Payment No: 643767

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	GINA LEITCH	00472827	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	128.00
Total for Payment No.:						128.00

Payment No: 643768

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	GLORIA GARCIA	00472874	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	102.00
				Total for Payment No.:		102.00

Payment No: 643769

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	GREGORY YEE	00472878	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	102.00
				Total for Payment No.:		102.00

Payment No: 643770

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	HAFSA FAZEEL ABDUL FACI	00472900	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	165.50
				Total for Payment No.:		165.50

Payment No: 643771

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	HALIA DJAIT	00472927	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	417.50
06/12/2020	HALIA DJAIT	00472966	05/12/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	417.50
				Total for Payment No.:		835.00

Payment No: 643772

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	HUI LI	00472873	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	102.00
				Total for Payment No.:		102.00

Payment No: 643773

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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06/12/2020	IDOLINDA GARCIA	00472883	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	114.00
Total for Payment No.:						114.00

Payment No: 643774

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	JACKIE SOTO	00472805	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	114.00
06/12/2020	JACKIE SOTO	00472820	04/21/20 CLASS REFUND A	PARKS DEPT REFUND	General Fund	114.00
06/12/2020	JACKIE SOTO	00472885	04/21/20 CLASS REFUND B	PARKS DEPT REFUND	General Fund	114.00
06/12/2020	JACKIE SOTO	00472886	04/21/20 CLASS REFUND C	PARKS DEPT REFUND	General Fund	114.00
Total for Payment No.:						456.00

Payment No: 643775

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	JANELLE MARSALLI-SMITH	00472819	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	114.00
06/12/2020	JANELLE MARSALLI-SMITH	00472837	04/21/20 CLASS REFUND A	PARKS DEPT REFUND	General Fund	114.00
Total for Payment No.:						228.00

Payment No: 643776

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	JANICE PAK	00472867	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	126.00
Total for Payment No.:						126.00

Payment No: 643777

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	JEFF LEE	00472826	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	128.00
Total for Payment No.:						128.00

Payment No: 643778

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	JEFF WHALEN	00472964	05/12/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	1,642.00
				Total for Payment No.:		1,642.00

Payment No: 643779

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	JENNIFER KAU	00472825	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	128.00
				Total for Payment No.:		128.00

Payment No: 643780

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	JENNIFER PEREZ	00472800	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	114.00
				Total for Payment No.:		114.00

Payment No: 643781

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	JENNIFER SHUM	00472818	04/21/20 CLASS REFUND F	PARKS DEPT REFUND	General Fund	114.00
06/12/2020	JENNIFER SHUM	00472836	04/21/20 CLASS REFUND G	PARKS DEPT REFUND	General Fund	114.00
				Total for Payment No.:		228.00

Payment No: 643782

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	JENTY HASAN	00472823	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	128.00
				Total for Payment No.:		128.00

Payment No: 643783

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	JERALYN MORALES	00472906	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	290.50

06/12/2020	JERALYN MORALES	00472907	04/21/20 CLASS REFUND A	PARKS DEPT REFUND	General Fund	290.50
Total for Payment No.:						581.00

Payment No: 643784

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	JESMIN STRINGER	00472821	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	114.00
Total for Payment No.:						114.00

Payment No: 643785

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	JINGXIAN XU	00472987	05/19/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	285.00
Total for Payment No.:						285.00

Payment No: 643786

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	JOE GRAY	00472981	05/19/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	100.00
06/12/2020	JOE GRAY	00472982	05/19/20 CLASS REFUND A	PARKS DEPT REFUND	General Fund	160.00
Total for Payment No.:						260.00

Payment No: 643787

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	JOEL CHUA	00472995	05/26/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	185.00
Total for Payment No.:						185.00

Payment No: 643788

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	JOHN YARBOROUGH	00472991	05/19/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	100.00
Total for Payment No.:						100.00

Payment No: 643789

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	JONGHYUN CHO	00472843	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	114.00
				Total for Payment No.:		114.00

Payment No: 643790

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	JORGE CASTILLO	00472912	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	587.50
				Total for Payment No.:		587.50

Payment No: 643791

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	JULIE MARTINI	00472813	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	114.00
06/12/2020	JULIE MARTINI	00472833	04/21/20 CLASS REFUND A	PARKS DEPT REFUND	General Fund	114.00
				Total for Payment No.:		228.00

Payment No: 643792

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	JUN MOLLASGO	00472983	05/19/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	407.50
				Total for Payment No.:		407.50

Payment No: 643793

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	JUNE LIU	00472868	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	102.00
				Total for Payment No.:		102.00

Payment No: 643794

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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06/12/2020	JUSTYNA HAAGE	00472847	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	135.00
Total for Payment No.:						135.00

Payment No: 643795

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	KAREN ARENSBERG	00472959	05/12/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	85.00
Total for Payment No.:						85.00

Payment No: 643796

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	KELSEY TAYLOR	00472806	04/21/20 CLASS REFUND B	PARKS DEPT REFUND	General Fund	114.00
06/12/2020	KELSEY TAYLOR	00472887	04/21/20 CLASS REFUND C	PARKS DEPT REFUND	General Fund	114.00
Total for Payment No.:						228.00

Payment No: 643797

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	KUMIKO HAMBLIN	00472879	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	114.00
Total for Payment No.:						114.00

Payment No: 643798

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	LEAH BLUITT	00472910	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	587.50
Total for Payment No.:						587.50

Payment No: 643799

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	LEIMOMI CONTRERAS	00472902	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	290.50
Total for Payment No.:						290.50

Payment No: 643800

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	LEJLA MUSAEFENDIC	00472894	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	566.00
				Total for Payment No.:		566.00

Payment No: 643801

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	LESLIE KLOES	00472979	05/19/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	38.00
				Total for Payment No.:		38.00

Payment No: 643802

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	LIN WANG	00472889	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	566.00
				Total for Payment No.:		566.00

Payment No: 643803

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	LINDA NUNES	00472941	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	407.50
				Total for Payment No.:		407.50

Payment No: 643804

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	LISA AMARANTE	00472840	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	114.00
				Total for Payment No.:		114.00

Payment No: 643805

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	LISA GRILLI	00472810	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	114.00

06/12/2020	LISA GRILLI	00472831	04/21/20 CLASS REFUND A	PARKS DEPT REFUND	General Fund	114.00
Total for Payment No.:						228.00
Payment No: 643806						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	LISA WRIGHT	00472880	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	114.00
Total for Payment No.:						114.00
Payment No: 643807						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	LISA ZELIG	00472990	05/19/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	407.50
Total for Payment No.:						407.50
Payment No: 643808						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	LORA CINELLI	00472853	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	138.00
Total for Payment No.:						138.00
Payment No: 643809						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	LUIS BARCELOS	00472974	05/19/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	407.50
Total for Payment No.:						407.50
Payment No: 643810						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	MAGGIE YIN	00472855	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	114.00
Total for Payment No.:						114.00

Payment No: 643811

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	MANOJ NAIK	00472940	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	407.50
				Total for Payment No.:		407.50

Payment No: 643812

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	MARIA CHELLIAH	00472808	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	114.00
				Total for Payment No.:		114.00

Payment No: 643813

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	MARTHA LIRA	00472807	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	135.00
06/12/2020	MARTHA LIRA	00472839	04/21/20 CLASS REFUND A	PARKS DEPT REFUND	General Fund	114.00
				Total for Payment No.:		249.00

Payment No: 643814

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	MATT KIM	00472919	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	10.00
06/12/2020	MATT KIM	00472978	05/19/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	577.50
				Total for Payment No.:		587.50

Payment No: 643815

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	MEGAN LE	00472944	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	2,734.00
				Total for Payment No.:		2,734.00

Payment No: 643816

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	MEGAN SEIDENFELD	00472860	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	114.00
				Total for Payment No.:		114.00

Payment No: 643817

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	MELINDA MORALES	00472802	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	114.00
06/12/2020	MELINDA MORALES	00472803	04/21/20 CLASS REFUND A	PARKS DEPT REFUND	General Fund	114.00
				Total for Payment No.:		228.00

Payment No: 643818

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	MICHELLE AUDENAERT	00472962	05/12/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	42.00
06/12/2020	MICHELLE AUDENAERT	00472963	05/12/20 CLASS REFUND A	PARKS DEPT REFUND	General Fund	42.00
				Total for Payment No.:		84.00

Payment No: 643819

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	MICHELLE MURRISH	00472814	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	114.00
06/12/2020	MICHELLE MURRISH	00472834	04/21/20 CLASS REFUND A	PARKS DEPT REFUND	General Fund	114.00
				Total for Payment No.:		228.00

Payment No: 643820

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	MILDRED DECENA	00472895	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	566.00
				Total for Payment No.:		566.00

Payment No: 643821

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	MIN JEONG KIM	00472856	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	138.00
				Total for Payment No.:		138.00

Payment No: 643822

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	MOKHATR SADOK	00472945	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	287.50
				Total for Payment No.:		287.50

Payment No: 643823

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	NICOLE CRAGUN	00472844	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	114.00
				Total for Payment No.:		114.00

Payment No: 643824

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	NICOLE SANTOS	00472804	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	114.00
				Total for Payment No.:		114.00

Payment No: 643825

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	NIDHI JAKHOTIA	00472953	05/12/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	126.00
				Total for Payment No.:		126.00

Payment No: 643826

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	NIL SAHOO	00472946	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	407.50
				Total for Payment No.:		407.50

Payment No: 643827

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	NOHEALANI WRIGHT	00472961	05/12/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	42.00
				Total for Payment No.:		42.00

Payment No: 643828

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	NORA REIBLEIN	00472815	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	114.00
				Total for Payment No.:		114.00

Payment No: 643829

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	OKSANA MYMRIKOVA	00472920	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	587.50
				Total for Payment No.:		587.50

Payment No: 643830

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	ORCHID BASCO	00472903	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	300.50
				Total for Payment No.:		300.50

Payment No: 643831

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	PARTHA DEY	00472976	05/19/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	407.50
				Total for Payment No.:		407.50

Payment No: 643832

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	PATRICIA CHAO	00472863	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	102.00

Total for Payment No.: 102.00

Payment No: 643833

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	PATRICIA HOLADAY	00472951	05/12/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	70.00
				Total for Payment No.:		70.00

Payment No: 643834

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	PAULA LAMA	00472948	05/12/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	548.00
06/12/2020	PAULA LAMA	00472949	05/12/20 CLASS REFUND A	PARKS DEPT REFUND	General Fund	300.00
				Total for Payment No.:		848.00

Payment No: 643835

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	QIAN SUN	00472870	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	102.00
				Total for Payment No.:		102.00

Payment No: 643836

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	QIAN SUN	00472924	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	467.50
06/12/2020	QIAN SUN	00472934	04/21/20 CLASS REFUND A	PARKS DEPT REFUND	General Fund	307.50
				Total for Payment No.:		775.00

Payment No: 643837

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	RAELYNN VASQUEZ	00472901	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	290.50
				Total for Payment No.:		290.50

Payment No: 643838

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	RAHIL MEMON	00472891	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	566.00
				Total for Payment No.:		566.00

Payment No: 643839

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	RASHI TALWAR	00472888	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	566.00
				Total for Payment No.:		566.00

Payment No: 643840

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	RAVI KODUVAYUR	00472935	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	272.00
06/12/2020	RAVI KODUVAYUR	00472937	04/21/20 CLASS REFUND A	PARKS DEPT REFUND	General Fund	200.00
				Total for Payment No.:		472.00

Payment No: 643841

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	ROBIN SCHULTE-MIYAGI	00472817	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	114.00
				Total for Payment No.:		114.00

Payment No: 643842

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	RONALD RAMOS	00472993	05/26/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	278.00
				Total for Payment No.:		278.00

Payment No: 643843

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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06/12/2020	ROSS MACDONALD	00472858	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	114.00
Total for Payment No.:						114.00

Payment No: 643844

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	ROWENA DE GUZMAN	00472916	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	10.00
06/12/2020	ROWENA DE GUZMAN	00472967	05/12/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	577.50
Total for Payment No.:						587.50

Payment No: 643845

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	SACHIN KUMAR CHOUDHARY	00472915	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	587.50
Total for Payment No.:						587.50

Payment No: 643846

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	SARAH WAJIHUDDIN	00472943	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	407.50
Total for Payment No.:						407.50

Payment No: 643847

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	SHAUNA JOHNSON	00472904	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	277.00
Total for Payment No.:						277.00

Payment No: 643848

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	SHELLY CHENG	00472938	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	407.50
Total for Payment No.:						407.50

Payment No: 643849

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	SHIH-YUN CHENG	00472909	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	209.50
06/12/2020	SHIH-YUN CHENG	00472971	05/19/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	488.50
				Total for Payment No.:		698.00

Payment No: 643850

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	SHUXIAN JIN	00472876	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	102.00
				Total for Payment No.:		102.00

Payment No: 643851

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	SIDHARTHA PANDA	00472896	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	576.00
				Total for Payment No.:		576.00

Payment No: 643852

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	SITAL PATEL	00472866	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	102.00
				Total for Payment No.:		102.00

Payment No: 643853

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	STEFAN DAHLFORT	00472939	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	147.50
				Total for Payment No.:		147.50

Payment No: 643854

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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06/12/2020	SUBBARAO CHEBROLU	00472914	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	10.00
06/12/2020	SUBBARAO CHEBROLU	00472970	05/19/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	577.50
Total for Payment No.:						587.50

Payment No: 643855

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	SUMANTH RAO MADAMBADI	00472890	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	566.00
Total for Payment No.:						566.00

Payment No: 643856

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	SUSAN FERNANDO	00472918	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	10.00
06/12/2020	SUSAN FERNANDO	00472977	05/19/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	577.50
Total for Payment No.:						587.50

Payment No: 643857

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	TERESA SHARIF	00472986	05/19/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	587.50
Total for Payment No.:						587.50

Payment No: 643858

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	TEREZA SILVEIRA	00472952	05/12/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	126.00
06/12/2020	TEREZA SILVEIRA	00472956	05/12/20 CLASS REFUND A	PARKS DEPT REFUND	General Fund	98.00
Total for Payment No.:						224.00

Payment No: 643859

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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06/12/2020	THERESA TOUCHATT	00472911	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	587.50
Total for Payment No.:						587.50

Payment No: 643860

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	THOMAS FLYNN	00472928	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	407.50
Total for Payment No.:						407.50

Payment No: 643861

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	TIINA VON HERTZEN	00472861	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	114.00
Total for Payment No.:						114.00

Payment No: 643862

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	TING-YI WONG	00472822	04/21/20 CLASS REFUND B	PARKS DEPT REFUND	General Fund	114.00
06/12/2020	TING-YI WONG	00472829	04/21/20 CLASS REFUND C	PARKS DEPT REFUND	General Fund	128.00
06/12/2020	TING-YI WONG	00472838	04/21/20 CLASS REFUND D	PARKS DEPT REFUND	General Fund	114.00
Total for Payment No.:						356.00

Payment No: 643863

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	TOMOMI KOZIN	00472811	04/21/20 CLASS REFUND D	PARKS DEPT REFUND	General Fund	114.00
06/12/2020	TOMOMI KOZIN	00472832	04/21/20 CLASS REFUND E	PARKS DEPT REFUND	General Fund	114.00
Total for Payment No.:						228.00

Payment No: 643864

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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06/12/2020	TOPS #0108	00472992	05/19/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	100.00
				Total for Payment No.:		100.00

Payment No: 643865

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	TRACEY AU	00472851	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	114.00
				Total for Payment No.:		114.00

Payment No: 643866

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	VANESSA BUSTAMANTE	00472969	05/19/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	271.50
				Total for Payment No.:		271.50

Payment No: 643867

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	VANESSA DUECK	00472925	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	417.50
				Total for Payment No.:		417.50

Payment No: 643868

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	VARMA KURCHARLAPATI	00472968	05/19/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	407.50
				Total for Payment No.:		407.50

Payment No: 643869

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	VENUGOPAL POOSA	00472897	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	566.00
				Total for Payment No.:		566.00

Payment No: 643870

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	VIKRANT KUMAR	00472913	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	587.50
				Total for Payment No.:		587.50

Payment No: 643871

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	XIANHENG MA	00472871	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	102.00
				Total for Payment No.:		102.00

Payment No: 643872

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	YINQIN HE	00472877	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	102.00
				Total for Payment No.:		102.00

Payment No: 643873

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	YU ZHANG	00472864	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	102.00
				Total for Payment No.:		102.00

Payment No: 643874

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	ZILDA PORTILLO	00472898	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	566.00
				Total for Payment No.:		566.00

Payment No: 643875

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	ABODE SERVICES	00473187	TBRA-04-2020AB	ABODE- CAHF TBRA FY19/20	City Affordable Housing	11,307.98

06/12/2020	ABODE SERVICES	00473187	TBRA-04-2020AB	ABODE- HOME TBRA FY19/20	H.U.D Capital Projects	52,688.00
Total for Payment No.:						63,995.98
Payment No: 643876						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	AIR COOLED ENGINES	00472468	83326	PARTS- V#3426	Fleet Operation Fund	340.86
06/12/2020	AIR COOLED ENGINES	00472468	83326	INBOUND FRT TAXABLE	Fleet Operation Fund	22.95
Total for Payment No.:						363.81
Payment No: 643877						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	ALHAMBRA & SIERRA SPRINGS	00472469	4973747 051520	WATER SERVICES- OFFICE USE	Fleet Operation Fund	40.22
Total for Payment No.:						40.22
Payment No: 643878						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	ALSCO SAN JOSE	00472456	LSJO1227946	LINEN SERVICE ST. 10	General Fund	343.58
06/12/2020	ALSCO SAN JOSE	00472458	LSJO1229606	LINEN SERVICE ST. 7	General Fund	364.59
Total for Payment No.:						708.17
Payment No: 643879						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	ALTEC INDUSTRIES INC	00473050	11404386	(PRODUCT #701400000) WASH GUN	Electric Utility Construction	6,603.06
06/12/2020	ALTEC INDUSTRIES INC	00473050	11404386	(PRODUCT #701400031) WASH GUN	Electric Utility Construction	3,055.20
06/12/2020	ALTEC INDUSTRIES INC	00473050	11404386	(PRODUCT #701400014) SEAL KIT;	Electric Utility Construction	608.18
06/12/2020	ALTEC INDUSTRIES INC	00473050	11404386	(PRODUCT #701400035) GAUGE; PR	Electric Utility Construction	314.35

Total for Payment No.: 10,580.79

Payment No: 643880

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	AMERESCO	00472612	38103	ENERGY (LANDFILL GAS) MAY20	Electric Utility	19,476.19
Total for Payment No.:						19,476.19

Payment No: 643881

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	ANIMAL DAMAGE MANAGEMENT	00472325	3007C	MONTHLY PEST CONTROL	General Fund	895.00
Total for Payment No.:						895.00

Payment No: 643882

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	APPLIED BUSINESS SOFTWARE	00472633	059695	MORTGAGE OFFICE SOFTWARE 50%	City Affordable Housing	3,276.00
06/12/2020	APPLIED BUSINESS SOFTWARE	00472633	059695	MORTGAGE OFFICE SOFTWARE 50%	Housing Successor	3,276.00
06/12/2020	APPLIED BUSINESS SOFTWARE	00472635	059703	MORTGAGE OFFICE MAINTNCE 50%	City Affordable Housing	2,500.01
06/12/2020	APPLIED BUSINESS SOFTWARE	00472635	059703	MORTGAGE OFFICE MAINTNCE 50%	Housing Successor	2,500.01
Total for Payment No.:						11,552.02

Payment No: 643883

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	ARAMARK UNIFORM SERVICES	00472529	760828458	CLEANING SVC/SHOP TOWELS DVR	Electric Utility	406.76
Total for Payment No.:						406.76

Payment No: 643884

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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06/12/2020	AT&T	00472175	1172447273	T1.5 MBPS SVC 19MAY20-18JUN20	Electric Utility	422.55
Total for Payment No.:						422.55

Payment No: 643885

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	AT&T CALNET	00472324	000014840958	STO WAN CKTS 05/01/20-05/31/20	Electric Utility	1,159.36
Total for Payment No.:						1,159.36

Payment No: 643886

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	AT&T MOBILITY	00465699	876361410X02162020	PARKS & REC	General Fund	19.00
06/12/2020	AT&T MOBILITY	00465699	876361410X02162020	PARKS & REC	General Fund	40.74
06/12/2020	AT&T MOBILITY	00465699	876361410X02162020	PARKS & REC	General Fund	81.48
06/12/2020	AT&T MOBILITY	00465699	876361410X02162020	PARKS & REC	Information Technology Service	45.18
Total for Payment No.:						186.40

Payment No: 643887

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	AT&T MOBILITY	00473010	287288153081X05162020	PD MDC	General Fund	2,066.29
Total for Payment No.:						2,066.29

Payment No: 643888

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	AZCO SUPPLY, INC.	00473372	278637	BEND, CONDUIT, PVC, 1/2IN X 18	Electric Utility	153.69
06/12/2020	AZCO SUPPLY, INC.	00473373	277343	POLE, ST LT, AL, 20' WITH 8' A	Electric Utility	7,560.24
06/12/2020	AZCO SUPPLY, INC.	00473373	277343	POLE, ST LT, AL, 20' WITH 6' A	Electric Utility	7,449.06
Total for Payment No.:						15,162.99

Payment No: 643889

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	BENCHMARK	00472628	E19-737B	LEAD CLEARANCE - SOTELO	H.U.D Capital Projects	210.00
06/12/2020	BENCHMARK	00472630	E19-959B	INSPECTION/REPORT - GRGICH	H.U.D Capital Projects	210.00
				Total for Payment No.:		420.00

Payment No: 643890

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	BIBLIOCOMMONS, INC	00472158	1505	Subscription - online catalog	General Fund	20,000.00
				Total for Payment No.:		20,000.00

Payment No: 643891

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	BLAIR REESE	00472279	18752	SCCC BROKEN HARDWARE	Convention Cnt Maintenance Dis	250.00
				Total for Payment No.:		250.00

Payment No: 643892

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	BOBBY'S LIQUORS / RJC SPIRITS,	00473335	34949JUN2020	Small Business Assistance Gran	General Fund	5,000.00
				Total for Payment No.:		5,000.00

Payment No: 643893

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	BRIGHTVIEW LANDSCAPE SERVICES, INC.	00472254	6845596	SCCC INSTALL TINKERBELLS	Convention Cnt Maintenance Dis	837.00
06/12/2020	BRIGHTVIEW LANDSCAPE SERVICES, INC.	00472255	6845598	INSTALL DWARF AGAPANTHUS	Convention Cnt Maintenance Dis	279.00
06/12/2020	BRIGHTVIEW LANDSCAPE SERVICES, INC.	00472257	6869174	SCCC IRRIGATION	Convention Cnt Maintenance Dis	175.00

06/12/2020	BRIGHTVIEW LANDSCAPE SERVICES, INC.	00472259	6866766	SCCC INSTALL PRINTS	Convention Cnt Maintenance Dis	355.32
06/12/2020	BRIGHTVIEW LANDSCAPE SERVICES, INC.	00472261	6866845	SCCC PALMS	Convention Cnt Maintenance Dis	2,000.00
06/12/2020	BRIGHTVIEW LANDSCAPE SERVICES, INC.	00473146	6866758	ADDITIONAL SERVICES - CONTINGEN	Convention Cnt Maintenance Dis	758.14
06/12/2020	BRIGHTVIEW LANDSCAPE SERVICES, INC.	00473147	6841547	FY 2019-20 LANDSCAPING SERVICE	Convention Cnt Maintenance Dis	14,989.00
				Total for Payment No.:		19,393.46

Payment No: 643894

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	CA DEPT OF TOXIC SUBSTANCE CNTRL	00473164	19SM5744	CHANGE ORDER #1 ADD FUNDS FOR	Parks And Recreation	57.33
				Total for Payment No.:		57.33

Payment No: 643895

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	CAR KEYS EXPRESS	00472470	CKE-1271626	NEW KEY- V#3466 WO#127258	Fleet Operation Fund	259.90
				Total for Payment No.:		259.90

Payment No: 643896

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	CARLE, MACKIE, POWER & ROSS LLP	00473017	14121	CHANGE ORDER #1 ADD FUNDS PER	Housing Successor	135.00
				Total for Payment No.:		135.00

Payment No: 643897

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	CED CONTRACTORS	00473371	7488-500098	WIRE, 600V, CU, #12 SOLID, THH	Electric Utility	215.82
				Total for Payment No.:		215.82

Payment No: 643898

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	CHRISTOPHER FRANCK	00472603	R220-EVC-047	EV REBATE ACCT# 41906-03	Elec OperatingGrant Trust Fund	833.12
				Total for Payment No.:		833.12

Payment No: 643899

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	CITY OF SAN JOSE	00472139	18509362	4495 N 1ST ST WATER METER CHRG	Water Utility	267.35
				Total for Payment No.:		267.35

Payment No: 643900

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	CLEARBLU ENVIROMENTAL	00472647	23201	PARTS WASH RACK REPAIR	Fleet Operation Fund	348.80
06/12/2020	CLEARBLU ENVIROMENTAL	00472647	23201	LABOR-TRAVEL TIME & SVCE	Fleet Operation Fund	405.00
				Total for Payment No.:		753.80

Payment No: 643901

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	COGENT COMMUNICATIONS	00473007	CITYOFSA00015JUN2020	INTERNET ACCESS SERVICE	Information Technology Service	1,500.00
				Total for Payment No.:		1,500.00

Payment No: 643902

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	CONLEFF PLUMBING SUPPLY CO	00472428	192423	PARTS FOR RESTROOM FAUCETS	General Fund	10.55
06/12/2020	CONLEFF PLUMBING SUPPLY CO	00472429	192448	PARTS FOR RESTROOM FAUCET	General Fund	57.62
				Total for Payment No.:		68.17

Payment No: 643903

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	CONSOLIDATED PARTS INC	00472007	5061053	MERCOID SWITCH	Water Utility	536.83
				Total for Payment No.:		536.83

Payment No: 643904

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	CONTRACTOR COMPLIANCE AND MONITORING	00472619	12911	LABOR COMPLIANCE SVC MAY20 SVP	Electric Utility	180.00
				Total for Payment No.:		180.00

Payment No: 643905

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	D&M TRAFFIC SERVICES	00472618	71534	"SHOULDER WORK AHEAD" SIGNS	Electric Utility	654.00
				Total for Payment No.:		654.00

Payment No: 643906

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	DREW OMAN	00473049	30541MAY2020	Literacy Tutor Services	Library Operating Grant Fund	875.00
				Total for Payment No.:		875.00

Payment No: 643907

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	DUNN-EDWARDS CORP	00472430	2011161508	SPARTASHIELD EXT	General Fund	132.34
				Total for Payment No.:		132.34

Payment No: 643908

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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06/12/2020	ELECTRIC & GAS INDUSTRIES ASSN	00472594	45976	ONGOING PROGRAM ADMIN MAY20	Elec OperatingGrant Trust Fund	750.00
06/12/2020	ELECTRIC & GAS INDUSTRIES ASSN	00472594	45976	ONGOING IT APP MAINT. MAY2020	Elec OperatingGrant Trust Fund	2,000.00
06/12/2020	ELECTRIC & GAS INDUSTRIES ASSN	00472594	45976	PROGRAM IMPLEMENT/MGMT MAY20	Elec OperatingGrant Trust Fund	2,250.00
				Total for Payment No.:		5,000.00

Payment No: 643909

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	ENTERPRISE HOLDINGS, INC	00473006	24601079	CARGO VAN RENTAL THROUGH FEBRU	Electric Utility Construction	1,833.55
				Total for Payment No.:		1,833.55

Payment No: 643910

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	EPM POWER & WATER SOLUTIONS	00472212	9079426	10% COMPLETION HARDWARE(TAX)	Electric Utility Construction	104,256.32
06/12/2020	EPM POWER & WATER SOLUTIONS	00472212	9079426	10% COMPLETION ENG SRV(NONTAX)	Electric Utility Construction	16,627.00
06/12/2020	EPM POWER & WATER SOLUTIONS	00472212	9079426	10% COMPLETION ENG SRV(NONTAX)	Electric Utility Construction	137,225.00
				Total for Payment No.:		258,108.32

Payment No: 643911

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	EQUINIX INC	00472323	100210233716	SANTA CLARA IBX - SV2 (FIBER)	Electric Utility	13,865.34
				Total for Payment No.:		13,865.34

Payment No: 643912

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	EUGENE BURGER MANAGEMENT	00473109	90745	MGMT FEE MAY2020	General Fund	1,179.38

Total for Payment No.: 1,179.38

Payment No: 643913

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	FARWEST INUSLATION CONTRACTING	00472365	68582	HEAT TRACE REPAIRS-LABOR	Electric Utility	16,305.72
06/12/2020	FARWEST INUSLATION CONTRACTING	00472365	68582	HEAT TRACE REPAIRS-MATERIALS	Electric Utility	9,295.86
Total for Payment No.:						25,601.58

Payment No: 643914

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	FAST UNDERCAR SANTA CLARA	00471437	28328	DEKA BATTERY	Water Utility	1,059.30
06/12/2020	FAST UNDERCAR SANTA CLARA	00472471	33019	PARTS- STOCK	Fleet Operation Fund	221.07
06/12/2020	FAST UNDERCAR SANTA CLARA	00472472	33202	PARTS- V#1656	Fleet Operation Fund	276.37
06/12/2020	FAST UNDERCAR SANTA CLARA	00472472	33202	CA BATTERY FEE- V#1656	Fleet Operation Fund	2.18
06/12/2020	FAST UNDERCAR SANTA CLARA	00472473	33216	PARTS- V#1655	Fleet Operation Fund	277.49
06/12/2020	FAST UNDERCAR SANTA CLARA	00472473	33216	CA BATTERY FEE- V#1655	Fleet Operation Fund	2.18
06/12/2020	FAST UNDERCAR SANTA CLARA	00472474	34471	PARTS- V#2669	Fleet Operation Fund	121.46
06/12/2020	FAST UNDERCAR SANTA CLARA	00472475	34500	PARTS- V#2920	Fleet Operation Fund	319.87
06/12/2020	FAST UNDERCAR SANTA CLARA	00472476	34898	CORE CREDIT(S)	Fleet Operation Fund	-123.17
06/12/2020	FAST UNDERCAR SANTA CLARA	00472477	35307	PARTS- V#3146	Fleet Operation Fund	477.57
06/12/2020	FAST UNDERCAR SANTA CLARA	00472478	35420	CREDIT- PART RETURNED	Fleet Operation Fund	-193.82
06/12/2020	FAST UNDERCAR SANTA CLARA	00472479	35896	PARTS- V#3208	Fleet Operation Fund	47.63
06/12/2020	FAST UNDERCAR SANTA CLARA	00472480	37693	PARTS- V#3149	Fleet Operation Fund	126.33
06/12/2020	FAST UNDERCAR SANTA CLARA	00472481	37697	PARTS- STOCK	Fleet Operation Fund	126.33
Total for Payment No.:						2,740.79

Payment No: 643915

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	FEDERAL EXPRESS	00472321	7-024-26517	MISC. RESOURCES SHIPPING	Electric Utility	9.38

Total for Payment No.: 9.38

Payment No: 643916

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	FEDEX FREIGHT INC	00472362	777910461329	MISC SHIPPING DVR THERMOCOUPLE	Electric Utility	438.14
Total for Payment No.:						438.14

Payment No: 643917

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	FLOW AMERICA, LLC	00473169	93008681	PN# 356095 - ACTUATOR STEM	Electric Utility	1,209.90
Total for Payment No.:						1,209.90

Payment No: 643918

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	FREMONT RUBBER STAMP CO INC	00472407	167199	PAYROLL RUBBER STAMP	General Fund	83.12
Total for Payment No.:						83.12

Payment No: 643919

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	GENEVIEVE ALTWER LMFT	00472460	111	BEHAVIORAL COUNSELING #105	General Fund	160.00
06/12/2020	GENEVIEVE ALTWER LMFT	00472461	120	BEHAVIORAL COUNSELING #105	General Fund	160.00
06/12/2020	GENEVIEVE ALTWER LMFT	00472462	115	BEHAVIORAL COUNSELING #115	General Fund	160.00
06/12/2020	GENEVIEVE ALTWER LMFT	00472463	105	BEHAVIORAL COUNSELING #111	General Fund	160.00
06/12/2020	GENEVIEVE ALTWER LMFT	00472464	118	BEHAVIORAL COUNSELING #107	General Fund	160.00
06/12/2020	GENEVIEVE ALTWER LMFT	00472465	116	BEHAVIORAL COUNSELING #113	General Fund	160.00
06/12/2020	GENEVIEVE ALTWER LMFT	00472466	109	BEHAVIORAL COUNSELING #113	General Fund	160.00
Total for Payment No.:						1,120.00

Payment No: 643920

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	GLOBAL RENTAL CO	00472611	3486487	2019 INTL 4300 6/2/20-6/29/20	Electric Utility	3,706.00
				Total for Payment No.:		3,706.00

Payment No: 643921

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	GRIFFIN AUTO PARTS	00472484	1-258469	PARTS- V#2400	Fleet Operation Fund	9.55
06/12/2020	GRIFFIN AUTO PARTS	00472485	1-258488	PARTS- V#3057	Fleet Operation Fund	86.98
06/12/2020	GRIFFIN AUTO PARTS	00472486	1-258524	PARTS- V#3305	Fleet Operation Fund	163.34
06/12/2020	GRIFFIN AUTO PARTS	00472486	1-258524	RECYCLING FEE- V#3305	Fleet Operation Fund	1.09
				Total for Payment No.:		260.96

Payment No: 643922

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	GTT COMMUNICATIONS INC	00472617	INV3533255	INTERNET SVCS 881/1705 JUN20	Electric Utility	3,992.63
				Total for Payment No.:		3,992.63

Payment No: 643923

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	HALREC INC	00472506	347063	PARTS- V#2775	Fleet Operation Fund	213.51
				Total for Payment No.:		213.51

Payment No: 643924

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	HEALTHINVEST HRA	00473196	32307JUN2020	VEBA ADMINISTRATOR - \$2,500 MO	General Fund	2,500.00
				Total for Payment No.:		2,500.00

Payment No: 643925

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	HI-LINE UTILITY SUPPLY	00472320	10158960	VENTILATOR AXIAL STEEL	Electric Utility	563.75
06/12/2020	HI-LINE UTILITY SUPPLY	00472320	10158960	8"X15' STANDARD HOSE W/CUFF	Electric Utility	146.81
				Total for Payment No.:		710.56

Payment No: 643926

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	HOME DEPOT USA	00472432	553756156	DECK SCRUB BRUSH	General Fund	66.71
06/12/2020	HOME DEPOT USA	00472434	553756131	JANITORIAL CLEANING SUPPLIES	General Fund	870.68
06/12/2020	HOME DEPOT USA	00472435	553756149	CART JANITOR	General Fund	344.77
06/12/2020	HOME DEPOT USA	00472560	551883085	JANITORIAL SUPPLIES	General Fund	240.58
06/12/2020	HOME DEPOT USA	00472561	551883077	JANITORIAL SUPPLIES	General Fund	151.00
06/12/2020	HOME DEPOT USA	00472562	553009648	JANITORIAL SUPPLIES	General Fund	109.58
06/12/2020	HOME DEPOT USA	00472576	553047952	JANITORIAL SUPPLIES	General Fund	242.54
06/12/2020	HOME DEPOT USA	00472579	554039057	JANITORIAL SUPPLIES	Water Utility	314.02
				Total for Payment No.:		2,339.88

Payment No: 643927

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	HSQ TECHNOLOGY INC	00473185	183310	3RD QTR PAYMENT-SCADA PHONE SU	Water Utility	801.60
06/12/2020	HSQ TECHNOLOGY INC	00473185	183310	3RD QTR PAYMENT-SCADA PHONE SU	Sewer Utility	160.32
06/12/2020	HSQ TECHNOLOGY INC	00473185	183310	3RD QTR PAYMENT-SCADA PHONE SU	Storm Drain	374.08
				Total for Payment No.:		1,336.00

Payment No: 643928

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	IMSA	00472335	48956	CERT RENEWAL- B CARLSON	General Fund	40.00
				Total for Payment No.:		40.00

Payment No: 643929

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	INDUSTRIAL SCIENTIFIC CORP	00472180	2324396	INET SUBSC 4/30/20-5/29/2020	Electric Utility	677.11
				Total for Payment No.:		677.11

Payment No: 643930

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	INTERNAP NETWORK SERVICES CORP	00473008	B1-14396571	INTERNET SERVICE	Information Technology Service	1,691.26
				Total for Payment No.:		1,691.26

Payment No: 643931

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	JACK DOHENY COMPANIES	00471982	W10369	COMPUTER DISPLAY REPAIR	Sewer Utility	416.27
06/12/2020	JACK DOHENY COMPANIES	00471982	W10369	LABOR	Sewer Utility	187.50
				Total for Payment No.:		603.77

Payment No: 643932

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	JMS SOUTHEAST INC	00473168	I120198531	PN# ATS-JMS-TCG-13027 - THERMO	Electric Utility	5,800.75
06/12/2020	JMS SOUTHEAST INC	00473168	I120198531	CRATING CHARGE	Electric Utility	283.52
				Total for Payment No.:		6,084.27

Payment No: 643933

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	KEITH ROGERS	00472209	R220-EVC-039	EV CHGR REB ACCT# 58397-04	Elec OperatingGrant Trust Fund	550.00
06/12/2020	KEITH ROGERS	00472210	R220-EVC-043	EV CHGR REB ACCT# 58397-04	Elec OperatingGrant Trust Fund	550.00
				Total for Payment No.:		1,100.00

Payment No: 643934

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	KELLY-MOORE PAINT CO	00472337	816-00000116242	PAINT & SUPPLIES	General Fund	11,481.72
				Total for Payment No.:		11,481.72

Payment No: 643935

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	KORTICK MANUFACTURING CO	00471983	066029	5/8X14" MACHINE BOLTS	Electric Utility	393.76
				Total for Payment No.:		393.76

Payment No: 643936

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	LANGUAGE LINE SOLUTIONS	00473009	4804487	TRANSLATION SERVICE	Information Technology Service	1,040.32
				Total for Payment No.:		1,040.32

Payment No: 643937

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	LEXISNEXIS PO BOX 894166	00472607	3092692253	ONLINE SERVICE CHARGES MAY20	Electric Utility	560.00
				Total for Payment No.:		560.00

Payment No: 643938

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	LIEBERT CASSIDY WHITMORE	00473015	1494905	CHANGE ORDER #2: ADDITIONAL FU	General Fund	47.00
06/12/2020	LIEBERT CASSIDY WHITMORE	00473016	1496589	CHANGE ORDER #2: ADDITIONAL FU	General Fund	1,147.40
06/12/2020	LIEBERT CASSIDY WHITMORE	00473016	1496589	CHANGE ORDER #3: ADDITIONAL FU	General Fund	1,123.10
06/12/2020	LIEBERT CASSIDY WHITMORE	00473234	1498298	CHANGE ORDER #3: ADDITIONAL FU	General Fund	393.00
06/12/2020	LIEBERT CASSIDY WHITMORE	00473236	1498299	CHANGE ORDER #3: ADDITIONAL FU	General Fund	1,498.50
				Total for Payment No.:		4,209.00

Payment No: 643939

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	LINCOLN AQUATICS	00472437	36996239	MURIATIC ACID	General Fund	498.13
06/12/2020	LINCOLN AQUATICS	00472437	36996239	PESTICIDE ASSESSMENT	General Fund	45.90
06/12/2020	LINCOLN AQUATICS	00472438	36996153	LIQUID CHLORINE	General Fund	428.32
06/12/2020	LINCOLN AQUATICS	00472438	36996153	PESTICIDE ASSESSMENT	General Fund	44.75
06/12/2020	LINCOLN AQUATICS	00472441	36996162	MURIATIC ACID	General Fund	255.06
06/12/2020	LINCOLN AQUATICS	00472441	36996162	PESTICIDE ASSESSMENT	General Fund	42.13
06/12/2020	LINCOLN AQUATICS	00472444	36996163	LIQUID CHLORINE	General Fund	1,682.96
06/12/2020	LINCOLN AQUATICS	00472444	36996163	PESTICIDE ASSESSMENT	General Fund	65.49
				Total for Payment No.:		3,062.74

Payment No: 643940

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	MEASUREMENT SPECIALTIES INC	00472001	611842	MEASURING INSTRUMENTS	Storm Drain	4,435.33
				Total for Payment No.:		4,435.33

Payment No: 643941

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	MIDPEN HOUSING CORPORATION	00472601	0180	SOLAR REBATE RIVERWOOD PLACE	Electric Utility Construction	80,000.00
				Total for Payment No.:		80,000.00

Payment No: 643942

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	MORNINGSTAR INC	00472171	8946MAY2020	1241 AD DB	General Fund	4,806.00
				Total for Payment No.:		4,806.00

Payment No: 643943

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	MOTT MACDONALD GROUP, LLC	00473053	393484-21	AGREEMENT FOR SANITARY SEWER C	Sewer Utility Construction	862.50
06/12/2020	MOTT MACDONALD GROUP, LLC	00473053	393484-21	ADDITIONAL SERVICES.	Sewer Utility Construction	4,348.48
				Total for Payment No.:		5,210.98

Payment No: 643944

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	NAPA AUTO PARTS	00472488	486286	PARTS- STOCK	Fleet Operation Fund	524.60
06/12/2020	NAPA AUTO PARTS	00472489	495986	PARTS- STOCK	Fleet Operation Fund	138.88
06/12/2020	NAPA AUTO PARTS	00472490	496002	PARTS- STOCK	Fleet Operation Fund	226.48
06/12/2020	NAPA AUTO PARTS	00472491	5983-555325	PARTS- SHOP USE	Fleet Operation Fund	9.66
06/12/2020	NAPA AUTO PARTS	00472492	5983-555589	PARTS- V#3181	Fleet Operation Fund	36.62
06/12/2020	NAPA AUTO PARTS	00472493	5983-556241	NON-TAXABLE FREIGHT	Fleet Operation Fund	14.41
06/12/2020	NAPA AUTO PARTS	00472494	5983-557050	PARTS- V#3086	Fleet Operation Fund	52.73
06/12/2020	NAPA AUTO PARTS	00472495	5983-557167	PARTS- V#2669	Fleet Operation Fund	129.55
06/12/2020	NAPA AUTO PARTS	00472496	5983-557676	PARTS- V#3402	Fleet Operation Fund	6.10
06/12/2020	NAPA AUTO PARTS	00472497	5983-557678	PARTS- V#3305	Fleet Operation Fund	6.10
06/12/2020	NAPA AUTO PARTS	00472498	5983-557919	PARTS- V#3059	Fleet Operation Fund	57.99
06/12/2020	NAPA AUTO PARTS	00472499	5983-558019	PARTS- V#3304	Fleet Operation Fund	6.10
06/12/2020	NAPA AUTO PARTS	00472500	5983-558702	PARTS- V#2507	Fleet Operation Fund	57.61
06/12/2020	NAPA AUTO PARTS	00472501	5983-558703	PARTS- V#3059	Fleet Operation Fund	79.82
06/12/2020	NAPA AUTO PARTS	00472502	5983-558726	PARTS- V#3464	Fleet Operation Fund	92.46
06/12/2020	NAPA AUTO PARTS	00472503	5983-558744	PARTS- V#3173	Fleet Operation Fund	6.10
				Total for Payment No.:		1,445.21

Payment No: 643945

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	NATIONAL AUTO FLEET GROUP	00473125	WC7758	2020 CHEVY TAHOE PPV BLACK & W	Vehicle Replacement Fund	39,660.74

06/12/2020	NATIONAL AUTO FLEET GROUP	00473125	WC7758	BLACK AND WHITE PAINT	Vehicle Replacement Fund	1,144.50
06/12/2020	NATIONAL AUTO FLEET GROUP	00473125	WC7758	KERR EQUIPMENT	Vehicle Replacement Fund	4,743.24
06/12/2020	NATIONAL AUTO FLEET GROUP	00473125	WC7758	TIRE TAX	Vehicle Replacement Fund	8.75
06/12/2020	NATIONAL AUTO FLEET GROUP	00473126	WC7590	2020 CHEVY TAHOE PPV BLACK & W	Vehicle Replacement Fund	39,660.74
06/12/2020	NATIONAL AUTO FLEET GROUP	00473126	WC7590	BLACK AND WHITE PAINT	Vehicle Replacement Fund	1,144.50
06/12/2020	NATIONAL AUTO FLEET GROUP	00473126	WC7590	KERR EQUIPMENT	Vehicle Replacement Fund	4,743.24
06/12/2020	NATIONAL AUTO FLEET GROUP	00473126	WC7590	TIRE TAX	Vehicle Replacement Fund	8.75
Total for Payment No.:						91,114.46

Payment No: 643946

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	NI GOVERNMENT SERVICES	00473055	202004_290855_1	MONTHLY FEE SATELITE RADIOS	General Fund	77.37
Total for Payment No.:						77.37

Payment No: 643947

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	OCLC INC	00472243	1000034646	CATALOG & METADATA	General Fund	2,788.04
Total for Payment No.:						2,788.04

Payment No: 643948

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	OFFICE SOLUTIONS	00473156	10566	ops model bbf-fp-bpb=hf, 21:	General Fund	1,072.17
06/12/2020	OFFICE SOLUTIONS	00473156	10566	30" x 66" deskshell w open hut	General Fund	2,533.36
06/12/2020	OFFICE SOLUTIONS	00473156	10566	assembly & placement	General Fund	92.07
Total for Payment No.:						3,697.60

Payment No: 643949

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	ORCHARD COMMERCIAL, INC	00473154	9448MAY2020A	FY 2019-20 PROPERTY MANAGEMENT	Convention Cnt Maintenance Dis	6,459.00
				Total for Payment No.:		6,459.00

Payment No: 643950

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	PENSKE TRUCK LEASING CO, LP	00473089	C074592828	Refrigerated Truck Rental	Other City Dept Op Grant Fund	201.50
06/12/2020	PENSKE TRUCK LEASING CO, LP	00473089	C074592828	TAXABLE	Other City Dept Op Grant Fund	26.16
06/12/2020	PENSKE TRUCK LEASING CO, LP	00473094	C074977331	Refrigerated Truck Rental	Other City Dept Op Grant Fund	197.30
06/12/2020	PENSKE TRUCK LEASING CO, LP	00473094	C074977331	TAXABLE	Other City Dept Op Grant Fund	42.90
				Total for Payment No.:		467.86

Payment No: 643951

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	PET FOOD EXPRESS	00473056	48-2005SN	K9 FOOD	General Fund	491.49
				Total for Payment No.:		491.49

Payment No: 643952

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	PETER DUSZA	00473180	REFUND AR ITEM - CIT10615CR		General Fund	1,750.00
				Total for Payment No.:		1,750.00

Payment No: 643953

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	PETER WISEMAN	00472608	R220-EVC-034S	EV REBATE 25136-02 SUPPLEMENT	Elec OperatingGrant	250.00

Total for Payment No.:

250.00

Payment No: 643954

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	PETERSON TRUCKS	00454046	CM409563P	CORE CREDIT- V#1903	Fleet Operation Fund	-621.31
06/12/2020	PETERSON TRUCKS	00454046	CM409563P	CORE CREDIT- V#1903	Fleet Operation Fund	-621.31
06/12/2020	PETERSON TRUCKS	00457109	199783P	PARTS - STOCK	Fleet Operation Fund	119.77
06/12/2020	PETERSON TRUCKS	00463728	207562S	PARTS - STOCK	Fleet Operation Fund	37.87
06/12/2020	PETERSON TRUCKS	00467812	414099M	PARTS- V#1903	Fleet Operation Fund	60.74
06/12/2020	PETERSON TRUCKS	00470792	227547S	PARTS- STOCK	Fleet Operation Fund	533.52
Total for Payment No.:						-490.72

Payment No: 643955

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	PG&E	00468294	0007910572-0	COO 115KV NRS (TFA) APR20	Electric Utility	6,600.59
06/12/2020	PG&E	00468304	0007910573-0	COO NONRULE 2 LES/230KV APR20	Electric Utility	3,231.16
Total for Payment No.:						9,831.75

Payment No: 643956

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	PIPE AND PLANT SOLUTIONS, INC.	00473337	19462-03	CONTINGENCY	Sewer Utility Construction	19,354.80
Total for Payment No.:						19,354.80

Payment No: 643957

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	POCO SOLAR ENERGY INC	00472542	116789	SOLAR COMPONENTS	Water Utility	745.83
06/12/2020	POCO SOLAR ENERGY INC	00472626	116768	SOLAR RELIEF VALVE & COUPLER	Water Utility	760.19

06/12/2020	POCO SOLAR ENERGY INC	00472627	116791	SOLAR PANEL - 4 X 12	Water Utility	458.62
Total for Payment No.:						1,964.64

Payment No: 643958

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	PRIME MECHANICAL SERVICE, INC	00472270	21344	ANNUAL PM	General Fund	2,320.00
06/12/2020	PRIME MECHANICAL SERVICE, INC	00472275	22566	SVACA ANNUAL	Expendable Trust Funds	2,320.00
06/12/2020	PRIME MECHANICAL SERVICE, INC	00473279	22564	OLD COURTHOUSE	General Fund	2,320.00
Total for Payment No.:						6,960.00

Payment No: 643959

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	QUESTICA, INC.	00473216	INV103475	ONE-TIME FEE FOR DEVELOPMENT O	General Fund	500.00
Total for Payment No.:						500.00

Payment No: 643960

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	R & B CO	00471985	S1936900.001	HYMAX GRIP FLANGE ADAPTER	Water Utility	503.21
06/12/2020	R & B CO	00471986	S1936900.002	HYMAX DISMANTLING JOINT	Water Utility	697.97
06/12/2020	R & B CO	00471989	S1940232.001	PC350 TJ C/L DI PIPE	Water Utility	4,238.79
06/12/2020	R & B CO	00471994	S1940233.001	HYMAX GRIP FLANGE	Water Utility	8,081.43
06/12/2020	R & B CO	00472545	S1936900.003	4" HYMAX GRIP	Water Utility	1,190.89
06/12/2020	R & B CO	00472546	S1940676.001	4" FLANGE X FLANGE	Water Utility	1,950.79
06/12/2020	R & B CO	00472547	S1940712.001	KRAUSZ SOCKET KIT	Water Utility	261.60
06/12/2020	R & B CO	00472548	S1941346.001	4" HYMAX DISMANTLING JOINT	Water Utility	697.97
06/12/2020	R & B CO	00472549	S1942014.001	8" PC350 DI PIPE	Water Utility	5,366.83
06/12/2020	R & B CO	00473374	S1936888.002	PLUG, MJ, 8IN BLIND, CL, DI C-	Water Utility	246.89
Total for Payment No.:						23,236.37

Payment No: 643961

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	RED HAWK FIRE & SECURITY	00472285	3378837	CENTRAL LIB ANNUAL FIRE ALARM	General Fund	2,729.50
				Total for Payment No.:		2,729.50

Payment No: 643962

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	REED & GRAHAM INC	00473165	973132	COLD MIX & BASE ROCK	Water Utility	177.30
06/12/2020	REED & GRAHAM INC	00473165	973132	COLD MIX & BASE ROCK	Sewer Utility	44.32
06/12/2020	REED & GRAHAM INC	00473165	973132	COLD MIX & BASE ROCK	Electric Utility Construction	221.62
06/12/2020	REED & GRAHAM INC	00473165	973132	COLD MIX & BASE ROCK	Water Utility Construction	443.23
				Total for Payment No.:		886.47

Payment No: 643963

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	ROADLINE PRODUCTS INC USA	00472339	15726	STENCIL TRUCK SUPPLIES	General Fund	3,661.97
				Total for Payment No.:		3,661.97

Payment No: 643964

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	ROGER LUEBKEMAN	00472581	80A	FileMaker Maintenance	General Fund	3,450.00
				Total for Payment No.:		3,450.00

Payment No: 643965

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	ROYAL BRASS INC	00472504	924402-001	PARTS- V#2900	Fleet Operation Fund	39.27
06/12/2020	ROYAL BRASS INC	00472551	919737-001	ASSORTED PARTS	Water Utility	907.90
06/12/2020	ROYAL BRASS INC	00472552	919737-002	BALL VALVE ASSEMBLY	Water Utility	86.88

Total for Payment No.:	1,034.05
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Payment No: 643966

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	SAN JOSE MAILING	00473175	4145	MAIL FOR 1205 COLEMAN NOTICE	General Fund	498.26
06/12/2020	SAN JOSE MAILING	00473175	4145	MAILING & POSTAGE	General Fund	1,660.40
				Total for Payment No.:		2,158.66

Payment No: 643967

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	SAN MATEO CO HEALTH DEPT	00472140	96906	2020 APRIL MANDATED LAB FEE	Water Utility	270.00
				Total for Payment No.:		270.00

Payment No: 643968

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	SANTA CLARA CO BAR ASSOCIATION	00473179	300012202	2020 MEMBERSHIP-BRIAN DOYLE	General Fund	350.00
				Total for Payment No.:		350.00

Payment No: 643969

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	SANTA CLARA CO REGISTRAR	00473178	MAR20-014	SPECIAL 3.3.20 ELECTION	General Fund	241,255.00
				Total for Payment No.:		241,255.00

Payment No: 643970

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	SANTA CLARA CO SOCIAL SVC AGCY	00473365	2457MAR2020	SENIOR NUTRITION FEB 2020	Deposit Funds.	994.94
06/12/2020	SANTA CLARA CO SOCIAL SVC AGCY	00473366	2457APR2020	SENIOR NUTRITION MAR 2020	Deposit Funds.	173.00
06/12/2020	SANTA CLARA CO SOCIAL SVC AGCY	00473367	2457MAY2020	SENIOR NUTRITION APR 2020	Deposit Funds.	23.00

06/12/2020	SANTA CLARA CO SOCIAL SVC AGCY	00473368	2457JUN2020	SENIOR NUTRITION MAY 2020	Deposit Funds.	2,298.85
Total for Payment No.:						3,489.79

Payment No: 643971

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	SANTA CLARA UNIFIED SCHOOL	00473098	12171	Maintenance of Closed Schools	General Fund	36,000.00
Total for Payment No.:						36,000.00

Payment No: 643972

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	SANTA CLARA WEEKLY	00472286	1244551	SCCC PUBLIC HEARING	Convention Cnt Maintenance Dis	1,224.00
06/12/2020	SANTA CLARA WEEKLY	00472340	1244538	RE: PARKING MNT DIST 122	Downtown Parking Maintenance D	912.00
06/12/2020	SANTA CLARA WEEKLY	00472341	1244539	RE: BIDS CE 17-18-07	Public Buildings	3,096.00
Total for Payment No.:						5,232.00

Payment No: 643973

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	SANTA CLARA WINDUSTRIAL CO	00472452	00224101	GALV 10FT CHANNEL	General Fund	128.06
Total for Payment No.:						128.06

Payment No: 643974

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	SCP DISTRIBUTORS LLC	00472447	36995999	LEAF RAKE	General Fund	234.82
Total for Payment No.:						234.82

Payment No: 643975

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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06/12/2020	SHAPE INC.	00472554	126973	MINI-CAS, 11 PIN OCTAL SOCKET	General Fund	1,922.76
06/12/2020	SHAPE INC.	00472556	126991	O-RINGS	Sewer Utility	690.60
				Total for Payment No.:		2,613.36

Payment No: 643976

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	SILICON VALLEY PAINTING	00472631	201809	PAINTING - ROSAS	H.U.D Capital Projects	5,420.00
06/12/2020	SILICON VALLEY PAINTING	00472631	201809	ROSAS - 10566	H.U.D Capital Projects	5,420.00
06/12/2020	SILICON VALLEY PAINTING	00472631	201809	ROSAS - 10566	H.U.D Capital Projects	-5,420.00
				Total for Payment No.:		5,420.00

Payment No: 643977

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	SOLAR TECHNOLOGIES	00472600	9740	DEPOS SOLAR - AMER. LEGION 419	Electric Utility Construction	8,000.00
				Total for Payment No.:		8,000.00

Payment No: 643978

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	STERICYCLE INC	00472582	3005043953	PD	General Fund	1,282.75
06/12/2020	STERICYCLE INC	00472582	3005043953	Streets	Solid Waste Program	195.44
06/12/2020	STERICYCLE INC	00472583	3005112281	PD	General Fund	452.95
06/12/2020	STERICYCLE INC	00472583	3005112281	Streets	Solid Waste Program	64.48
				Total for Payment No.:		1,995.62

Payment No: 643979

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	STORAGE EXPRESS INC	00472604	67478	20-FT STORAGE CONTAINER RENTAL	Electric Utility	81.75

Total for Payment No.: 81.75

Payment No: 643980

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	STRYKER SALES CORPORATION	00473325	3015665M	Q: 1; PRODUCT 11996-000474 LIF	General Fund	1,530.00
Total for Payment No.:						1,530.00

Payment No: 643981

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	SUBURBAN PROPANE, LP	00472629	1644-000696 JAN 2020	2020 YRLY TANK RENT 351 BROKAW	Water Utility	130.00
Total for Payment No.:						130.00

Payment No: 643982

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	SUNNYVALE FORD	00472507	168260	PARTS- V#3210	Fleet Operation Fund	6.16
06/12/2020	SUNNYVALE FORD	00472508	168259	PARTS- V#3206	Fleet Operation Fund	47.79
06/12/2020	SUNNYVALE FORD	00472509	168351	PARTS- V#3261	Fleet Operation Fund	131.72
06/12/2020	SUNNYVALE FORD	00472510	168354	PARTS- V#3210	Fleet Operation Fund	15.51
06/12/2020	SUNNYVALE FORD	00472511	168460	PARTS- V#3261	Fleet Operation Fund	74.95
06/12/2020	SUNNYVALE FORD	00472512	168553	PARTS- V#3208	Fleet Operation Fund	96.92
06/12/2020	SUNNYVALE FORD	00472514	168636	PARTS- STOCK	Fleet Operation Fund	255.28
Total for Payment No.:						628.33

Payment No: 643983

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	SUPERCO SPECIALTY PRODUCTS	00471999	PSI343657	ALCOHOL WIPES	Other City Dept Op Grant Fund	11,668.03
Total for Payment No.:						11,668.03

Payment No: 643984

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	SWA SERVICES GROUP	00472290	21178	3025 RAYMOND DEEP CLEAN	Electric Utility	1,421.60
06/12/2020	SWA SERVICES GROUP	00472291	21161	JANITORIAL MAY	General Fund	70,487.64
				Total for Payment No.:		71,909.24

Payment No: 643985

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	SYN-TECH SYSTEMS INC	00472515	206796	PARTS- STOCK	Fleet Operation Fund	99.57
				Total for Payment No.:		99.57

Payment No: 643986

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	SYSTEM OPERATIONS SUCCESS INTL	00472408	1124244	36.5 CEH'S (RICK GRIFFITH)	Electric Utility	2,007.50
06/12/2020	SYSTEM OPERATIONS SUCCESS INTL	00472408	1124244	ONLINE TRAINING DISCOUNT	Electric Utility	-547.50
06/12/2020	SYSTEM OPERATIONS SUCCESS INTL	00472408	1124244	13.5 CEH'S PSO ONLINE COURSE	Electric Utility	742.50
06/12/2020	SYSTEM OPERATIONS SUCCESS INTL	00472408	1124244	TRANSMISSION SIMULATOR DISCOUN	Electric Utility	-202.50
				Total for Payment No.:		2,000.00

Payment No: 643987

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	TARGET SPECIALTY PRODUCTS INC	00472449	INVP500127242	ACELEPRYN GRANULAR	General Fund	210.13
				Total for Payment No.:		210.13

Payment No: 643988

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	TESCO CONTROLS INC	00473014	0070411-IN	OPERATOR INTERFACE TERMINAL 10	Storm Drain	13,090.00
				Total for Payment No.:		13,090.00

Payment No: 643989

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	TEXAS INSTRUMENTS	00472639	R20-CDR-0112	CUST DIRECT REBATE; 64139-2	Elec OperatingGrant Trust Fund	7,093.91
				Total for Payment No.:		7,093.91

Payment No: 643990

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	THATCHER COMPANY OF CALIFORNIA	00472558	275255	NON-TAXABLE	Water Utility	359.09
06/12/2020	THATCHER COMPANY OF CALIFORNIA	00472558	275255	SIERRA PURE CHLOR	Water Utility	1,122.47
06/12/2020	THATCHER COMPANY OF CALIFORNIA	00472559	275256	CONTAINER REFUND	Water Utility	-160.00
				Total for Payment No.:		1,321.56

Payment No: 643991

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	TONY LEM	00472206	TL1P	LABOR	Deposit Funds.	140.00
06/12/2020	TONY LEM	00472206	TL1P	Flag Poles & brass snaps	Deposit Funds.	741.09
				Total for Payment No.:		881.09

Payment No: 643992

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	TRI-CITY POWER INC	00472649	3182	CHANGE ORDER #1: CAPACITORS: C	Electric Utility	2,324.55
06/12/2020	TRI-CITY POWER INC	00472649	3182	CHANGE ORDER #1: SERVICES: LAB	Electric Utility	2,344.08
				Total for Payment No.:		4,668.63

Payment No: 643993

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	TRUEPOINT SOLUTIONS, LLC	00472207	20-149	Accela Storm Rework	Storm Drain	2,240.00
				Total for Payment No.:		2,240.00

Payment No: 643994

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	TURF STAR INC	00472516	7118619-00	PARTS- V#3478	Fleet Operation Fund	186.81
06/12/2020	TURF STAR INC	00472516	7118619-00	PARTS- V#3082	Fleet Operation Fund	359.23
				Total for Payment No.:		546.04

Payment No: 643995

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	UNIFIRST CORPORATION	00472233	385 0338921	DELIVERY FEE SVP	Electric Utility	13.00
06/12/2020	UNIFIRST CORPORATION	00472233	385 0338921	GARMENT RENTAL/CLEANING SVP IT	Electric Utility	56.47
06/12/2020	UNIFIRST CORPORATION	00472234	385 0388920	GARMENT RENT/CLEAN SVCS DVR	Electric Utility	629.42
06/12/2020	UNIFIRST CORPORATION	00472235	385 0388922	GARMENT RENTAL/CLEANING T&D	Electric Utility	1,160.45
06/12/2020	UNIFIRST CORPORATION	00472237	385 0388924	GARMENT RENTAL/CLEANING 881ENG	Electric Utility	133.33
06/12/2020	UNIFIRST CORPORATION	00472238	385 0388928	GARMENT RENT/CLEAN SVCS SUB	Electric Utility	685.58
06/12/2020	UNIFIRST CORPORATION	00472239	385 0388929	GARMENT RENT/CLEAN SVCS AD1705	Electric Utility	97.19
06/12/2020	UNIFIRST CORPORATION	00472241	385 0388964	GARMENT RENT/CLEANING SVC CH	Electric Utility	134.95
				Total for Payment No.:		2,910.39

Payment No: 643996

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	UNIQUE TOWING	00473054	00148967	LOCKOUT SERVICE	General Fund	107.50
				Total for Payment No.:		107.50

Payment No: 643997

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	UPTIME POWER SERVICES, INC.	00472450	UPSINV5520	MYERS EMERGENCY LIGHTING	General Fund	600.00
				Total for Payment No.:		600.00

Payment No: 643998

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	VERIZON WIRELESS	00472319	9855304856	CELL PHONE SERVICE MAY20	Electric Utility	7,538.70
				Total for Payment No.:		7,538.70

Payment No: 643999

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	W-TRANS	00473163	23586	ADDITIONAL SERVICES.	Streets And Highways	1,237.50
				Total for Payment No.:		1,237.50

Payment No: 644000

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	WEST COAST ARBORISTS INC	00471436	159815	TREE & STUMP REMOVAL	Cemetery	6,950.00
06/12/2020	WEST COAST ARBORISTS INC	00472343	160462	TREE MANTNCE- MAY 2020	General Fund	16,879.00
				Total for Payment No.:		23,829.00

Payment No: 644001

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	WESTERN EXTERMINATOR COMPANY	00472295	8008430COR	BUILDING MTCE	General Fund	336.00
06/12/2020	WESTERN EXTERMINATOR COMPANY	00472295	8008430COR	CENTRAL LIB	General Fund	153.41
06/12/2020	WESTERN EXTERMINATOR COMPANY	00472295	8008430COR	NORTHSIDE LIB	General Fund	91.66
06/12/2020	WESTERN EXTERMINATOR COMPANY	00472295	8008430COR	EOC	General Fund	73.00
06/12/2020	WESTERN EXTERMINATOR COMPANY	00472295	8008430COR	TASMAN	General Fund	217.00
06/12/2020	WESTERN EXTERMINATOR COMPANY	00472295	8008430COR	BERRYESSA ADOBE	General Fund	63.00
06/12/2020	WESTERN EXTERMINATOR COMPANY	00472295	8008430COR	PD	General Fund	135.41
06/12/2020	WESTERN EXTERMINATOR COMPANY	00472295	8008430COR	STREETS	General Fund	201.41
06/12/2020	WESTERN EXTERMINATOR COMPANY	00472295	8008430COR	FIRE	General Fund	734.64
06/12/2020	WESTERN EXTERMINATOR COMPANY	00472295	8008430COR	MISSION LIB	General Fund	74.41
06/12/2020	WESTERN EXTERMINATOR COMPANY	00472295	8008430COR	PARKS	General Fund	893.12

06/12/2020	WESTERN EXTERMINATOR COMPANY	00472295	8008430COR	PURCHASIN WAREHOUSE	General Fund	63.00
06/12/2020	WESTERN EXTERMINATOR COMPANY	00472295	8008430COR	SVP DUANE	Electric Utility	63.00
06/12/2020	WESTERN EXTERMINATOR COMPANY	00472295	8008430COR	SV[ROBERTS	Electric Utility	63.00
06/12/2020	WESTERN EXTERMINATOR COMPANY	00472295	8008430COR	SVP MARTIN	Electric Utility	74.00
06/12/2020	WESTERN EXTERMINATOR COMPANY	00472295	8008430COR	CEMETRY	Cemetery	63.00
06/12/2020	WESTERN EXTERMINATOR COMPANY	00472295	8008430COR	HARRIS LASS	Public Buildings	63.00
06/12/2020	WESTERN EXTERMINATOR COMPANY	00472295	8008430COR	HEADEN INMAN	Public Buildings	63.00
06/12/2020	WESTERN EXTERMINATOR COMPANY	00472295	8008430COR	JAMISON BROWN	Public Buildings	63.75
06/12/2020	WESTERN EXTERMINATOR COMPANY	00472295	8008430COR	TRITON	Public Buildings	91.66
06/12/2020	WESTERN EXTERMINATOR COMPANY	00472295	8008430COR	MORSE MANSION	General Government - Other	85.00
				Total for Payment No.:		3,665.47

Payment No: 644002

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	YIQUN LIANG	00472513	R220-EVC-037	EV CHGR REB; ACCT# 54703-03	Elec OperatingGrant Trust Fund	649.00
				Total for Payment No.:		649.00

Payment No: 644003

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	YUAN-CHIN WANG	00472605	R220-DRY-020	ELECT. DRYER REBATE 20358-09	Elec OperatingGrant Trust Fund	200.00
				Total for Payment No.:		200.00

Payment No: 644004

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/12/2020	ZORO TOOLS INC.	00472453	INV7124432	TOOL TOTE	General Fund	201.90
06/12/2020	ZORO TOOLS INC.	00472455	INV7161109	TOOL TOTE	General Fund	610.33
06/12/2020	ZORO TOOLS INC.	00472459	INV7716431	MECHANICAL MIXING VALVE	General Fund	537.43

Total for Payment No.:	1,349.66
Overall Total	1,356,281.77

City of Santa Clara Finance Department
Accounting Services

Supplement to Bills & Claims
Expenditures Paid by Wire Transfer
For the Period of May 30th, 2020 through June 12th, 2020

\$	1,079,125.86	Valley Water (Santa Clara Valley Water District)--March 2020 Pump Tax
	333,415.52	Western Utility--galvanized steel pole purchases
	25,187.13	Marin Clean Energy--CAISO Settlement Charge--SC G2 Ostrom Rd, Unit 1 April 2020
	16,104.97	California Independent System Operator--Settlement Charges May20, Aug17

\$	1,453,833.48
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Agenda Report

20-640

Agenda Date: 7/7/2020

REPORT TO COUNCIL

SUBJECT

Action on Mitigated Negative Declaration and Mitigation, Monitoring and Reporting Program for the South Loop Reconfigure Project to Construct New Electrical Transmission Lines on Lafayette Street, Mathew Street, Martin Avenue and De La Cruz Boulevard and Related Budget Amendment [Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure]

BACKGROUND

The City of Santa Clara's Electric Utility, Silicon Valley Power (SVP), is proposing to construct approximately 3.5 miles of new single and double circuit 60 kilovolt (kV) overhead transmission line within the northeastern area of the City of Santa Clara. SVP's primary objective of the South Loop Reconfigure Project (Project) is to shift the electrical load demand that is currently being seen on the South Loop Circuit to the East Loop Circuit to increase capacity and system reliability.

On June 16, 2015, the City Council adopted the FY 2015/16 Capital Improvement Program (CIP) Budget which included the initial funding for the engineering for this 60kV conducting and upgrading project. On July 12, 2016, the City Council approved a professional services agreement with Electrical Consultants, Inc. to provide transmission line engineering design services which included reconfiguring the south transmission loop. The City Council also took action on January 14, 2020 to amend a service agreement with Valbridge Property Advisors to perform appraisal services as part of the easement acquisition for the Project.

The majority of the new 60 kV transmission line would be constructed along the following city streets in areas where existing power lines do not currently exist: Lafayette Street, Mathew Street, Martin Avenue and De La Cruz Boulevard. The remaining segments of the Project would be along routes that have existing distribution power lines and/or telecommunication lines.

DISCUSSION

SVP retained Aspen Environmental Group to prepare an initial study and mitigated negative declaration (IS/MND) in accordance with the California Environmental Quality Act (CEQA). The IS/MND concluded that environmental impacts from the Project would be mitigated to less-than-significant levels with implementation of the Mitigation, Monitoring, and Reporting Program (Section 6 of the IS/MND).

To ensure sufficient funding is appropriated prior to bidding the construction of the project, staff is requesting an increase of \$6.3 million to the Transmission System Reinforcement Capital Improvement Project (No. 2124) from the unallocated ending fund balance in the Electric Utility Capital Fund. The project elements include the construction of concrete pole foundations, labor to install the steel poles, installation of conductors and pole top assemblies, commission and testing as well as Mitigation Monitoring and Reporting Program (MMRP) compliance and construction project

management.

ENVIRONMENTAL REVIEW

A Mitigated Negative Declaration (MND) was prepared for the Project by the environmental consultant firm Aspen Environmental Group, in accordance with the California Environmental Quality Act (CEQA). The MND and Notice of Intent to Adopt a MND were posted on SVP's website at <https://siliconvalleypower.com/projects> on May 8, 2020 and circulated for a 30-day public comment period that closed on June 8, 2020, in accordance with CEQA requirements. SVP received agency comments in response to the MND from Santa Clara Valley Water District. Responses to comments received on the MND during the 30-day review period were prepared and are provided as Attachment 1.

The MND examined environmental impacts associated with project development and identified potentially significant impacts to air quality, biological resources, cultural resources, geology and soils, hazards and hazardous materials, hydrology and water quality, traffic/transportation, tribal cultural resources that with incorporation of mitigation measures identified in the MND and Mitigation Monitoring and Reporting Program (MMRP). This MMRP has been prepared to ensure that the mitigation measures presented above are properly implemented (see the MND Section 6). The MMRP describes specific actions required to implement each measure, including information on timing of implementation and monitoring requirements. Based on the analysis and conclusions of the Initial Study, the impacts of the Project would be mitigated to less- than-significant levels with the implementation of the mitigation measures presented herein, which have been incorporated into the proposed project. The MND, responses to comments received on the MND, and the MMRP are posted on SVP's website at: <http://siliconvalleypower.com/projects>.

Staff recommends adopting the Mitigated Negative Declaration and Mitigation, Monitoring and Reporting Program for the Project.

FISCAL IMPACT

The South Loop Reconfigure Project was approved in the Adopted Capital Improvement Program in Project No. 2124 Transmission System Reinforcement. To ensure sufficient funding is available prior to the Public Works construction bid process, staff recommends the appropriation of \$6,300,000 to reflect the total anticipated project cost through construction, commissioning and energization. The Project is primarily funded through developer contributions and SVP anticipates increased revenues from data center load growth served by this South Loop Reconfigure Project. Funds are available in the unallocated ending fund balance in the Electric Utility Capital Fund.

Budget Amendment FY 2020/21

	Current	Increase/ (Decrease)	Revised
Electric Utility Capital Fund			
<u>Fund Balance</u>			
Unrestricted Ending Fund Balance	\$6,599,725	(\$6,300,000)	\$299,725

Expenditures

Transmission System	\$5,773,795	\$6,300,000	\$12,073,795
Reinforcements (591-2124)			

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

1. Adopt a Resolution adopting the Mitigated Negative Declaration and Mitigation, Monitoring and Reporting Program for the South Loop Reconfigure Project;
2. Authorize staff to file a Notice of Determination with the County Clerk-Recorder and State Clearinghouse; and
3. Approve the FY 2020/21 budget amendment in the Electric Utility Capital Fund to increase the Transmission System Reinforcements Capital Improvement Program Project by \$6,300,000 and reduce the unrestricted ending fund balance by \$6,300,000.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Resolution
2. Final MNDM and MRP

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA
ADOPTING A MITIGATED NEGATIVE DECLARATION, MAKING
FINDINGS WITH RESPECT THERETO, AND ADOPTING A
MITIGATION MONITORING AND REPORTING PROGRAM FOR
THE SOUTH LOOP RECONFIGURE PROJECT**

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

WHEREAS, the City has proposed the South Loop Reconfigure Project (“Project”) which will construct a new 3.5-mile 60 kilovolt transmission line at various locations;

WHEREAS, pursuant to the California Environmental Quality Act (“CEQA”), and the regulations implementing the Act, specifically 14 Cal. Code of Regs § 15070, this Project was determined after an Initial Study to identify potentially significant effects on the environment which could be avoided with the implementation of mitigation measures, resulting in the drafting of a Mitigated Negative Declaration (“MND”);

WHEREAS, in conformance with CEQA, the MND was noticed and circulated for a 31-day public review period from May 8, 2020 to June 8, 2020 to the State Office of Planning and Research, Santa Clara County Clerk’s Office, property owners, and interested parties. During that entire circulation period two comment letters were received;

WHEREAS, the City Council held a duly noticed public meeting on July 7, 2020 to consider the MND and Mitigation Monitoring and Reporting Program (“MMRP”);

WHEREAS, the City Council has reviewed the MND and Mitigation Monitoring and Reporting Program (“MMRP”) prepared for the Project, City Staff reports pertaining to the MND and all evidence received at the duly noticed public meeting on July 7, 2020. All of these documents and evidence are herein incorporated by reference into this Resolution;

WHEREAS, all potentially significant environmental effects associated with the Project, as approved, can either be substantially lessened or avoided through the inclusion of mitigation measures proposed in the MND; and

WHEREAS, the City Council, in reviewing the Project as proposed, intends to adopt all mitigation

measures set forth in the MND.

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

1. The City Council hereby finds that the above Recitals are true and correct and by this reference makes them a part hereof.
2. The City Council hereby finds that the MND has been completed in compliance with CEQA.
3. The City Council hereby finds, pursuant to California Code of Regulations, Title 14, Section 15074, that the Council has reviewed and considered the information and analysis contained in the MND and received from the public and agencies during the 30-day review period of the Draft MND before making its determination, that there is no substantial evidence that the Project will have a significant effect on the environment, and that the MND reflects the Council's independent judgment and analysis, and hereby adopts the MND.
4. The City Council hereby finds that the proposed mitigation measures described in the MND are feasible, and therefore will become binding upon the City and affected landowners and their assigns or successors in interest when the Project is approved.
5. Pursuant to California Code of Regulations, Title 14, Section 15074(c), the City Council hereby designates the Chief Electric Utility Officer Silicon Valley Power as the Custodian of Records for the Project, and Silicon Valley Power, 881 Martin Avenue, Santa Clara, California, is the location of the documents and other material that constitute the record of proceedings upon which this decision is based.
6. That the City Council authorizes the City Manager or his/her designee to File a Notice of Determination.
7. In order to comply with Public Resources Code Section 21081.6, the City Council hereby adopts the Mitigation Monitoring and Reporting Program (MMRP) as attached and referenced herein. The Program is designed to ensure that, during project implementation, the City,

affected landowners, their assigns and successors in interest and any other responsible parties comply with the feasible mitigation measures identified. The MMRP identifies, for each mitigation measure, the party responsible for implementation.

8. 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. Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program

FINAL

Mitigated Negative Declaration and Supporting Initial Study for Silicon Valley Power's

South Loop Reconfigure Project



Lead Agency:



Technical Assistance by:



June 2020

FINAL
Mitigated Negative Declaration
and Supporting Initial Study
for
Silicon Valley Power's
South Loop Reconfigure Project

Lead Agency:

Silicon Valley Power
881 Martin Avenue
Santa Clara, CA 95050

Technical Assistance by:

Aspen Environmental Group
235 Montgomery Street, Suite 640
San Francisco, CA 94104

June 2020

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List of Acronyms

ACE	Altamont Commuter Express
ADT	Average daily traffic
APLIC	Avian Power Line Interaction Committee
APM	Applicant Proposed Measure
ARB	Air Resources Board
AST	Aboveground storage tank
ATCM	Airborne Toxic Control Measures
ATV	All-terrain vehicle
BAAQMD	Bay Area Air Quality Management District
BART	Bay Area Rapid Transit
BMP	Best management practice
Cal/EPA	California Environmental Protection Agency
CARB	California Air Resources Board
CBC	California Building Code
CBRNE	Chemical, Biological, Radiological, Nuclear, and Explosive
CCJPA	Capitol Corridor Joint Powers Authority
CCR	California Code of Regulations
CEQA	California Environmental Quality Act
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
CESA	California Endangered Species Act
CFGC	California Fish and Game Code
CGS	California Geological Survey
CIWMB	California Integrated Waste Management Board
CNDDB	California Natural Diversity Database
CNEL	Community Noise Equivalent Level
CNPS	California Native Plant Society
CO	Carbon monoxide
CRHR	California Register of Historical Resources
CVC	California Vehicle Code
CWA	Clean Water Act
DHS	Department of Health Services
DOC	California Department of Conservation
DPM	Diesel particulate matter
DPR	Department of Pesticide Regulation
DTSC	Department of Toxic Substance Control
EHC	Environmental Health Criteria
EMF	Electric and magnetic fields
EOC	Emergency Operations Center
EOP	Emergency Operations Plan
EPA	Environmental Protection Agency

FAA	Federal Aviation Administration
FEMA	Federal Emergency Management Agency
FESA	Federal Endangered Species Act
FHSZ	Fire Hazard Severity Zone
FMMP	Farmland Mapping and Monitoring Program
GHG	Greenhouse gas
HCP	Habitat conservation plan
HFC	hydrofluorocarbon
HSWA	Hazardous and Solid Waste Act
HWCL	Hazardous Waste Control Law
IARC	International Agency for Research on Cancer
IBC	International Building Code
ICC	International Code Council
IEEE	Institute of Electrical and Electronics Engineers
IS	Initial Study
IWMB	Integrated Waste Management Board
JPB	Joint Powers Board
MBTA	Migratory Bird Treaty Act
MMRP	Mitigation Monitoring and Reporting Program
MND	Mitigated Negative Declaration
MRR	Mandatory reporting rule
MRZ	Mineral resource zone
NCCP	Natural Community Conservation Plan
NCP	National Contingency Plan
NESC	National Electrical Safety Code
NIMS	National Incident Management System
NPDES	National Pollutant Discharge and Elimination System
NPL	National Priorities List
OEHHA	Office of Environmental Health Hazard Assessment
OHWM	Ordinary High Water Mark
OMR	Office of Mine Reclamation
PERP	Portable Equipment Registration Program
PFC	Perfluorocarbon
PM10	Particulate matter (less than 10 microns in diameter)
PM2.5	Fine particulate matter (less than 2.5 microns in diameter)
PRC	Public Resources Code
PTC	Permit to Construct
RCRA	Recovery Act of 1976
ROG	Reactive organic gases
ROW	Right-of-way
RPS	Renewable Portfolio Standard
RWF	Regional Wastewater Facility

RWQCB	Regional Water Quality Control Boards
SARA	Superfund Amendments and Reauthorization Act
SCFD	Santa Clara Fire Department
SCPD	Santa Clara Police Department
SDAPCD	San Diego Air Pollution Control District
SEMS	Standardized Emergency Management System
SFHA	Special Flood Hazard Area
SMARA	Surface Mining and Reclamation Act of 1975
SMGB	State Mining and Geology Board
SR	State Route
SRRE	Source Reduction Recycling Element
SVP	Silicon Valley Power
SWGS	Solid Waste Generation Study
SWPP	Storm Water Pollution Prevention Plan
SWPPP	Storm Water Pollution Prevention Plan
SWRCB	State Water Resources Control Board
TAC	Toxic air contaminant
TCR	Tribal Cultural Resource
TIS	Traffic Impact Studies
TMDL	Total Maximum Daily Load
TSP	Tubular steel pole
USACE	U.S. Army Corps of Engineers
USFWS	U.S. Fish and Wildlife Service
USGS	U.S. Geological Survey
UST	Underground storage tank
VOC	Volatile organic compounds
VTa	Valley Transportation Authority
WDR	Waste Discharge Requirement
WHO	World Health Organization
WPCP	Water Pollution Control Plant

FINAL

Mitigated Negative Declaration

Silicon Valley Power's South Loop Reconfigure Project

1. Mitigated Negative Declaration

1.1 Project Information

Project: South Loop Reconfigure Project
City of Santa Clara, Santa Clara County, California

Project Sponsor: Silicon Valley Power
881 Martin Avenue
Santa Clara, CA 95050
(408) 615-6610

1.2 Introduction

Silicon Valley Power (SVP) is proposing to construct approximately 3.5 miles of new 60 kilovolt (kV) overhead transmission line within the northeastern area of the City of Santa Clara. Pursuant to the California Environmental Quality Act (CEQA), SVP must prepare an Initial Study (IS) for the proposed project to determine if any significant adverse effects on the environment would result from project implementation. The IS utilizes the significance criteria outlined in Appendix G of the CEQA *Guidelines*. If the IS for the project indicates that a significant adverse impact could occur, SVP would be required to prepare an Environmental Impact Report.

According to Article 6 (Negative Declaration Process) and Section 15070 (Decision to Prepare a Negative Declaration or Mitigated Negative Declaration) of the CEQA *Guidelines*, a public agency shall prepare or have prepared a proposed negative declaration or mitigated negative declaration for a project subject to CEQA when:

- (a) *The initial study shows that there is no substantial evidence, in light of the whole record before the agency, that the project may have a significant effect on the environment, or*
- (b) *The initial study identifies potentially significant effects, but:*
 - (1) *Revisions in the project plans or proposals made by, or agreed to by the applicant before a proposed mitigated negative declaration and initial study are released for public review would avoid the effects or mitigate the effects to a point where clearly no significant effects would occur, and*
 - (2) *There is no substantial evidence, in light of the whole record before the agency, that the project as revised may have a significant effect on the environment.*

Based on the analysis in the Initial Study, it has been determined that all project-related environmental impacts could be reduced to a less than significant level with the incorporation of feasible mitigation measures. Therefore, adoption of a Mitigated Negative Declaration (MND) will satisfy the requirements of CEQA. The mitigation measures included in this MND are designed to reduce or eliminate the potentially significant environmental impacts described in the Initial Study. Mitigation measures are structured in accordance with the criteria in Section 15370 of the CEQA *Guidelines*.

1.3 Project Description

SVP is proposing to construct approximately 3.5 miles of new single and double circuit 60 kilovolt (kV) overhead transmission line segments along the East and South Transmission Line Loops within the northeastern area of the City of Santa Clara. In addition to the new line, approximately 0.2 miles of existing 60 kV line would be reconducted¹ and approximately 0.3 miles of existing 60 kV line would be transferred and underbuilt on the new structures and the existing structures would be removed. SVP's primary objective of the proposed project is to shift the electrical load demand that is currently being seen on the South Loop Circuit to the East Loop Circuit to increase capacity and system reliability.

The northernmost segment of new power line would begin at the Kifer Substation, located near the corner of Central Expressway and Lafayette Streets, and the proposed routes would continue to the De La Cruz Substation at the southeastern end of the project area, which is located on Mathew Street. The transmission line would also be routed to several other existing substations located along or near the transmission line corridor, including Fiberglass, Walsh, and Mathew Substations.

The majority of the new 60 kV transmission line would be constructed along the following city streets in areas where existing power lines do not currently exist: Lafayette Street, Mathew Street, Martin Avenue and De La Cruz Boulevard. The remaining segments of the proposed project would be along routes that have existing distribution power lines and/or telecommunication lines.

Construction is estimated to take approximately 6 months and be completed by the end of 2020.

1.4 Environmental Determination

The Initial Study was prepared to identify the potential environmental effects resulting from proposed project implementation, and to evaluate the level of significance of these effects. The Initial Study relies on information provided by SVP, project site reconnaissance by the Aspen environmental team in April, June and November 2017, comments received during the scoping period and at the project scoping meeting on November 9, 2017, and other environmental analyses.

Based on the Initial Study analysis, mitigation measures are identified for adoption to ensure that impacts of the proposed project would be less than significant. SVP has agreed to implement all of the recommended mitigation measures as part of the proposed project.

Implementation of the following mitigation measures would avoid potentially significant impacts identified in the Initial Study or reduce them to less than significant levels.

¹ "Reconducting" means that new and larger capacity conductors (the wires that carry electricity) would be installed primarily on the existing transmission poles.

Mitigation Measures for Construction-Phase Air Quality

- MM AQ-1 Implement Basic Construction Air Quality Mitigation.** The project shall ensure that basic construction emissions control measures are implemented as “Best Management Practices,” as follows:
- All exposed soil surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.
 - All haul trucks transporting soil, sand, or other loose material off-site shall be covered.
 - All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
 - All vehicle speeds on unpaved roads shall be limited to 15 mph.
 - All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
 - Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.
 - All construction equipment shall be maintained and properly tuned in accordance with manufacturer’s specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.
 - Post a publicly visible sign with the telephone number and person to contact at SVP regarding dust complaints. This person shall respond and take corrective action within 48 hours. The BAAQMD’s phone number shall also be visible to ensure compliance with applicable regulations.

Mitigation Measures for Nesting Birds

- MM BIO-1 Biological Monitoring.** A qualified biologist will be assigned to the project and will monitor the project periodically. The qualified biologist will be the point of contact for any employee or contractor who might inadvertently kill or injure a special-status species or anyone who finds a dead, injured, or entrapped individual. The qualified biologist or biological monitor shall have the authority and responsibility to halt any project activities that are not in compliance with applicable mitigation measures, APMs, permit conditions, or other project requirements, or will have an unauthorized adverse effect on biological resources.
- MM BIO-2 Worker Environmental Awareness Training.** Prior to construction, a construction employee education program will be conducted in reference to all sensitive environmental resources potentially onsite (e.g., air quality, biological resources, cultural resources, hydrology and water quality, hazardous materials) and the measures associated with their protection (i.e., MMs and applicable laws and regulations).
- MM BIO-3 Preconstruction Nesting Bird Surveys.** Preconstruction nesting bird surveys shall be conducted by a qualified biologist in the project area no more than 7 days before any

work activities are performed during the nesting season (February 1 to August 31). Preconstruction nesting bird surveys are also required prior to any vegetation removals or trimming during the nesting season. Surveyors will search for all potential nest types (e.g. ground, cavity, shrub/tree, structural, etc.) and determine whether the nest is active. A nest will be determined to be active if eggs or young are present in the nest. Upon discovery of active nests, appropriate impact minimization measures (e.g., buffers or shielding) will be determined and approved by the biologist. Silicon Valley Power's biological monitor will determine the use of a buffer or shield and work may proceed based upon: acclimation of the species or individual to disturbance, nest type (cavity, tree, ground, etc.), and level and duration of construction activity.

In the unlikely event a special-status or listed species is found nesting nearby in this urban environment, CDFW and USFWS will be notified and the City of Santa Clara will be provided with nest survey results, if requested. When active nests are identified, monitoring for significant disturbance to the birds will be implemented.

Mitigation Measures for Tree Protection and Preservation

MM BIO-4 Tree Protection Plan. A Tree Protection Plan will be developed by the project arborist and the plan shall be implemented prior to the commencement of any construction activities. The Tree Protection Plan may include, but is not limited to, designation of tree protection zones within which specific construction activities are prohibited; tree protection fencing; special requirements where grading, or vehicle traffic is necessary within a tree protection zone; and/or construction monitoring.

MM BIO-5 Tree Replacement Plan. A Tree Replacement Plan will be developed by the project arborist and submitted to the City Arborist and the Director of Community Development for review and approval. Silicon Valley Power will implement one or more of the following measures:

- Trees will be replaced as defined by General Plan Policy 5.3.1-P10 and 5.10.1-P4 and to the satisfaction of the City Arborist.
- An alternative site(s), preferably within a two-mile radius of the project site, will be identified for additional tree planting. Alternative sites may include local parks, schools, and/or street frontages.
- SVP will pay in-lieu fee per required tree replacement to the City of Santa Clara for in-lieu off-site tree planting in the community. The fee amount will be determined by the City's adopted fee schedule at the time of receiving approval for tree removals. These funds shall be used for tree planting at the required ratio and maintenance of planted trees. A donation receipt for off-site tree planting will be provided to the Director of Community Development prior to issuance of permits.

Mitigation Measure for Previously Unidentified Archaeological and Historical Resources

MM CR-1 Worker Training and Management of Unanticipated Discoveries of Historical Resources, Unique Archaeological Resources. SVP shall conduct a worker environmental awareness program (WEAP) for project personnel who might encounter or alter historical resources or important/unique archaeological properties, including construction supervisors and field personnel. The WEAP may include a kickoff tailgate session that describes how to identify cultural resources and what to do if an unanticipated discovery is made during

construction, presents site avoidance requirements and procedures to be followed if unanticipated cultural resources are discovered during project construction, and includes a discussion of disciplinary and other actions that could be taken against persons violating historic preservation laws and SVP policies.

If previously unidentified cultural resources are identified during construction activities, construction work within 100 feet of the find shall be halted and directed away from the discovery until a Secretary of the Interior qualified archaeologist assesses the significance of the resource. The archaeologist, in consultation with the City of Santa Clara, State Historic Preservation Officer, any interested Tribes, and any other responsible public agency, shall make the necessary plans for treatment of the find(s) and for the evaluation and mitigation of impacts if the finds are found to be eligible to the National or California Registers, qualify as a unique archaeological resource under California Environmental Quality Act Section 21083.2, or are determined to be tribal cultural resource as defined in Section 21074.

Mitigation Measure for Discovery of Human Remains

MM CR-2 Treatment of Human Remains. All human remains discovered are to be treated with respect and dignity. Upon discovery of human remains, all work within 50 feet of the discovery area must cease immediately, nothing is to be disturbed, and the area must be secured. The Santa Clara County Coroner's Office must be called. The Coroner has two working days to examine the remains after notification. The appropriate land manager/owner of the site is to be called and informed of the discovery. If the remains are located on federal lands, federal land managers, federal law enforcement, and the federal archaeologist must be informed as well, due to complementary jurisdiction issues. It is very important that the suspected remains, and the area around them, are undisturbed and the proper authorities called to the scene as soon as possible, as it could be a crime scene. The Coroner will determine if the remains are archaeological/historic or of modern origin and if there are any criminal or jurisdictional questions.

After the Coroner has determined the remains are archaeological/historic-era, the Coroner will make recommendations concerning the treatment and disposition of the remains to the person responsible for the excavation, or to his or her authorized representative. If the Coroner believes the remains to be those of a Native American, he/she shall contact the Native American Heritage Commission (NAHC) by telephone within 24 hours.

The NAHC will immediately notify the person it believes to be the most likely descendant (MLD) of the remains. The MLD has 48 hours to make recommendations to the land owner for treatment or disposition of the human remains. If the descendant does not make recommendations within 48 hours, the land owner shall reinter the remains in an area of the property secure from further disturbance. If the land owner does not accept the descendant's recommendations, the owner or the descendant may request mediation by NAHC.

According to the California Health and Safety Code, six (6) or more human burials at one (1) location constitute a cemetery (Section 8100), and willful disturbance of human remains is a felony (Section 7052).

Mitigation Measure for Seismically Induced Liquefaction

- MM G-1 Conduct Geotechnical Investigations for Liquefaction.** Because seismically induced liquefaction-related ground failure has the potential to damage or destroy project components, the design-level geotechnical investigations to be performed by SVP shall consider investigations designed to assess the potential for liquefaction to affect the new project poles in the City of Santa Clara where there is high potential for liquefaction-related impacts. Where these hazards are found to exist, appropriate engineering design and construction measures shall be incorporated into the project designs as deemed appropriate by the project engineer. Design measures that would mitigate liquefaction-related impacts could include bigger foundations, installation of flexible bus connections, and/or incorporation of slack in cables to allow ground deformations without damage to structures.

Mitigation Measure for Previously Unidentified Paleontological Resources

- MM G-2 Worker Training and Management of Unanticipated Discoveries of Paleontological Resources.** In the event that unanticipated paleontological resources or unique geologic resources are encountered during ground-disturbing or other construction activities, a paleontologist must be retained who meets the professional paleontologist qualifications (Society of Vertebrate Paleontology's Standard Procedures, 2010) and has demonstrated experience in carrying paleontological projects to completion. This qualified paleontologist must develop and implement a Paleontological Resources Management Plan (PRMP) for the project area that meets the standards set forth by the Society of Vertebrate Paleontology (2010). This shall include:
- A Worker Environmental Awareness Program (WEAP) wherein all construction personnel are trained on the processes to be followed upon encountering any fossils.
 - A monitoring plan for ground disturbing activities that provides the monitor(s) with the authority to temporarily halt or divert equipment. Monitors shall be onsite for any disturbance of sediments with high or unknown paleontological sensitivity. Monitors must have demonstrated sufficient paleontological training and field experience to have acceptable knowledge and experience of fossil identification, salvage and collection methods, paleontological techniques, and stratigraphy.
 - A recovery plan for significant fossils that provides for the treatment of specimens to the point of identification and permanent preservation, including washing of sediments to recover small invertebrates and vertebrates.
 - A specimen identification, analysis, and curation plan that includes identification to the lowest taxonomic level possible; taxonomic, taphonomic, and biostratigraphic analysis; and curation to the standards of the repository where they will be curated.

Mitigation Measure for Hazards and Hazardous Materials

- MM HM-1 Hazardous Substance Control and Emergency Response.** SVP shall implement its hazardous substance control and emergency response procedures as needed. The procedures identify methods and techniques to minimize the exposure of the public and site workers to potentially hazardous materials during all phases of project construction through operation. They address worker training appropriate to the site worker's role in

hazardous substance control and emergency response. The procedures also require implementing appropriate control methods and approved containment and spill-control practices for construction and materials stored on site. If it is necessary to store chemicals on site, they shall be managed in accordance with all applicable regulations. Material safety data sheets shall be maintained and kept available on site, as applicable.

Project construction will involve soil surface blading/leveling, excavation of up to several feet, and augering to a maximum depth of 30 feet in some areas. No known soil contamination was identified within the project area. In the event that soils suspected of being contaminated (on the basis of visual, olfactory, or other evidence) are removed during site grading activities or excavation activities, the excavated soil shall be tested, and if contaminated above hazardous waste levels, shall be contained and disposed of at a licensed waste facility. The presence of known or suspected contaminated soil shall require testing and investigation procedures to be supervised by a qualified person, as appropriate, to meet state and federal regulations.

All hazardous materials and hazardous wastes shall be handled, stored, and disposed of in accordance with all applicable regulations, by personnel qualified to handle hazardous materials. The hazardous substance control and emergency response procedures include, but are not limited to, the following:

- Proper disposal of potentially contaminated soils.
- Establishing site-specific buffers for construction vehicles and equipment located near sensitive resources.
- Emergency response and reporting procedures to address hazardous material spills.
- Stopping work at that location and contacting the City Fire Department Hazardous Materials Division immediately if visual contamination or chemical odors are detected. Work will be resumed at this location after any necessary consultation and approval by the Hazardous Materials Division.

SVP shall complete its Emergency Action Plan Form as part of project tailboard meetings. The purpose of the form is to gather emergency contact numbers, first aid location, work site location, and tailboard information.

Mitigation Measure for Impacts to Water Quality

MM HYD-1 SWPPP or Erosion Control Plan Development and Implementation. Following project approval, SVP will prepare and implement a SWPPP, if required by State law, or erosion control plan to minimize construction impacts on surface water and groundwater quality. Implementation of the SWPPP or erosion control plan will help stabilize graded areas and reduce erosion and sedimentation. The plan will designate BMPs that will be adhered to during construction activities. Erosion and sediment control measures, such as straw wattles, covers, and silt fences, will be installed before the onset of winter rains or any anticipated storm events. Suitable stabilization measures will be used to protect exposed areas during construction activities, as necessary. During construction activities, measures will be in place to prevent contaminant discharge.

The project SWPPP or erosion control plan will include erosion control and sediment transport BMPs to be used during construction. BMPs, where applicable, will be designed

by using specific criteria from recognized BMP design guidance manuals. Erosion-minimizing efforts may include measures such as properly containing stockpiled soils.

Erosion control measures identified will be installed in an area before construction begins during the wet season and before the onset of winter rains or any anticipated storm events. Temporary measures such as silt fences or wattles, intended to minimize sediment transport from temporarily disturbed areas, will remain in place until disturbed areas have stabilized. The plan will be updated during construction as required by the SWRCB.

A worker education program shall be established for all field personnel prior to initiating fieldwork to provide training in the appropriate application and construction of erosion and sediment control measures contained in the SWPPP. This education program will also discuss appropriate hazardous materials management and spill response. Compliance with these requirements will be ensured by the on-site construction contractor.

Mitigation Measures for Construction Traffic

MM T-1 Construction Traffic Control Plan. Prior to the start of construction, Silicon Valley Power (SVP) shall prepare and submit a Construction Traffic Control Plan for review and approval to the City of Santa Clara (City) Planning Department for public roads and transportation facilities that would be directly affected by the construction activities and/or would require permits and approvals. SVP shall submit the Construction Traffic Control Plan to the City prior to conducting activities covered in the traffic control permits. The Construction Traffic Control Plan shall include, but not be limited to:

- The locations and use of flaggers, warning signs, lights, barricades, delineators, cones, arrow boards, etc., according to standard guidelines outlined in the Manual on Uniform Traffic Control Devices, the Standard Specifications for Public Works Construction, and/or the California Joint Utility Traffic Control Manual.
- Additional methods to reduce temporary traffic delays and trips during peak travel hours (8:00-10:00 a.m. and 4:00-6:00 p.m.) to the maximum extent feasible.
- Typical access routes between all staging areas and the proposed work areas.
- Defining methods to coordinate with the City throughout construction to minimize cumulative lane disruption impacts should simultaneous construction projects affect shared segments/portions of the circulation system.
- Prior to the start of construction, provide (or identify the timing to provide) the City with methods to comply with all specified requirements.
- Plans to coordinate in advance with emergency service providers to avoid restricting the movements of emergency vehicles. Police departments and fire departments shall be notified in advance by SVP of the proposed locations, nature, timing, and duration of any roadway disruptions, and shall be advised of any access restrictions that could impact their effectiveness. At locations where roads will be blocked, provisions shall be ready at all times to accommodate emergency vehicles, such as immediately stopping work for emergency vehicle passage, providing short detours, and developing alternate routes in conjunction with the public agencies. Documentation of the coordination with police and fire departments shall be gathered prior to the start of construction.

- Plans to coordinate in advance with property owners, if any, that may have limited access to properties due to temporary lane closures. Provisions for ensuring secondary access should be provided.

Mitigation Measure for Unanticipated Tribal Cultural Resources

MM TCR-1 Management of Unanticipated Tribal Cultural Resources. During project-level construction, should subsurface tribal cultural resources be discovered, all activity in the vicinity of the find shall stop and a qualified archaeologist and an authorized tribal representative shall be contacted to assess the significance of the find according to CEQA Guidelines Section 15064.5 and Section 21074. If any find is determined to be significant, the archaeologist shall determine, in consultation with the implementing agency and any local Native American groups expressing interest, appropriate avoidance measures or other appropriate mitigation. Per CEQA Guidelines Section 15126.4(b)(3), preservation in place shall be the preferred means to avoid impacts to tribal cultural resources. Methods of avoidance may include, but shall not be limited to, project reroute or redesign, project cancellation, or identification of protection measures such as capping or fencing. Consistent with CEQA Guidelines Section 15126.4(b)(3)(C), if it is demonstrated that resources cannot be avoided, the qualified archaeologist shall develop additional treatment measures, such as data recovery or other appropriate measures, in consultation with the implementing agency and any local Native American representatives expressing interest in the tribal cultural resource.

A Mitigation Monitoring Plan has been prepared to ensure that the mitigation measures presented above are properly implemented (see Section 6). The plan describes specific actions required to implement each measure, including information on timing of implementation and monitoring requirements.

Based on the analysis and conclusions of the Initial Study, the impacts of the project as proposed by SVP would be mitigated to less than significant levels with the implementation of the mitigation measures presented herein, which have been incorporated into the proposed project.

2. Environmental Determination

2.1 Environmental Factors Potentially Affected

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a “Potentially Significant Impact” and requiring implementation of mitigation as indicated by the checklist on the following pages.

- | | | |
|---|---|--|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Agriculture & Forestry Resources | <input checked="" type="checkbox"/> Air Quality |
| <input checked="" type="checkbox"/> Biological Resources | <input checked="" type="checkbox"/> Cultural Resources | <input type="checkbox"/> Energy |
| <input checked="" type="checkbox"/> Geology/Soils | <input type="checkbox"/> Greenhouse Gas Emissions | <input checked="" type="checkbox"/> Hazards & Hazardous Materials |
| <input checked="" type="checkbox"/> Hydrology/Water Quality | <input type="checkbox"/> Land Use/Planning | <input type="checkbox"/> Mineral Resources |
| <input type="checkbox"/> Noise | <input type="checkbox"/> Population/Housing | <input type="checkbox"/> Public Services |
| <input type="checkbox"/> Recreation | <input checked="" type="checkbox"/> Transportation | <input checked="" type="checkbox"/> Tribal Cultural Resources |
| <input type="checkbox"/> Utilities/Service Systems | <input checked="" type="checkbox"/> Wildfire | <input checked="" type="checkbox"/> Mandatory Findings of Significance |

2.2 Environmental Determination

On the basis of this initial evaluation:

- ☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a **NEGATIVE DECLARATION** will be prepared.
- ☒ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A **MITIGATED NEGATIVE DECLARATION** will be prepared.
- ☐ I find that the proposed project MAY have a significant effect on the environment, and an **ENVIRONMENTAL IMPACT REPORT** is required.
- ☐ I find that the proposed project MAY have a “potentially significant impact” or “potentially significant unless mitigated” impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An **ENVIRONMENTAL IMPACT REPORT** is required, but it must analyze only the effects that remain to be addressed.
- ☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Jeevan Valath, Project Manager
Silicon Valley Power

Date

3. Introduction to the Initial Study

3.1 Proposed Project Overview

Silicon Valley Power (SVP) is proposing to construct approximately 3.5 miles of new single- and double-circuit 60 kilovolt (kV) overhead transmission line segments along the East and South Transmission Line Loops within the northeastern area of the City of Santa Clara. In addition to the new line, approximately 0.2 miles of existing 60 kV line would be reconducted² and approximately 0.3 miles of existing 60 kV line would be transferred and underbuilt on the new structures and the existing structures would be removed. SVP's primary objective of the proposed project is to shift the electrical load demand that is currently being seen on the South Loop Circuit to the East Loop Circuit to increase capacity and system reliability.

3.2 Environmental Analysis

3.2.1 CEQA Process

This Initial Study (IS) has been prepared pursuant to the California Environmental Quality Act (CEQA), the amended State CEQA Guidelines (14 CCR 15000 et seq.). The purpose of the IS is to inform the decision-makers, responsible agencies, and the public of the proposed project, the existing environment that would be affected by the project, the environmental effects that would occur if the project is approved, and proposed mitigation measures that would avoid or reduce environmental effects.

A Mitigated Negative Declaration (MND) has been prepared based on the assessment of potential environmental impacts identified in the IS. All potentially significant impacts associated with the project can be mitigated to a level below significance; therefore, an MND can be adopted by the City of Santa Clara in accordance with Section 21080 of the CEQA Public Resources Code.

3.2.2 CEQA Lead Agency

The City of Santa Clara is the lead agency for review of the project under CEQA because it must make a decision whether to adopt the MND and to approve or deny the proposed project.

3.2.3 Initial Study

The IS presents an analysis of potential effects of the proposed project on the environment. The IS is based on information provided by SVP, project site visits, comments received during the scoping period and at the project scoping meeting on November 9, 2017, and additional research.

Construction activities and project operation could have direct and indirect impacts on the environment. The following environmental parameters are addressed based on the potential effects of the proposed project and potential growth-inducing or cumulative effects of the project in combination with other projects:

² "Reconducting" means that new and larger capacity conductors (the wires that carry electricity) would be installed primarily on the existing transmission poles.

- Aesthetics
- Agricultural and Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Energy
- Geology and Soils
- Greenhouse Gases
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation and Traffic
- Tribal Cultural Resources
- Utilities and Service Systems
- Wildfire
- Corona and Induced Current Effects
- Mandatory Findings of Significance

The IS has been organized into the following sections:

- **Section 3: Introduction.** Provides an introduction and overview describing the proposed project and the CEQA process, and identifies key areas of environmental concern.
- **Section 4: Project Description.** Presents the project objectives and provides an in-depth description of the proposed project, including construction details and methods.
- **Section 5: Environmental Analysis and Mitigation.** Includes a description of the existing conditions and analysis of the proposed project's potential environmental impacts, and identifies mitigation measures to reduce potentially significant impacts to less than significant levels.
- **Section 6: Mitigation Monitoring and Reporting Plan.** Includes mitigation measures that SVP must implement as part of the project, actions required to implement these measures, monitoring requirements, and timing of implementation for each measure.
- **Section 7: References.** Lists the sources of information used to prepare the IS.
- **Section 8. Comments and Responses to Comments.** Letters and responses to all public comments submitted on the Draft IS/MND.
- **Appendix A: Proposed Project Route Maps**
- **Appendix B: Drawings of Typical Structures.**
- **Appendix C: List of Preparers.**
- **Appendix D: Tree Survey Report.**
- **Appendix E: Special-status Species.** List of potential Special-status species in the project area.
- **Appendix F: Air Quality and Greenhouse Gas Emissions Calculations**

4. Project Description

4.1 Project Title

South Loop Reconfigure Project

4.2 Lead Agency Name and Address

Silicon Valley Power
881 Martin Avenue
Santa Clara, California 95050

4.3 Lead Agency Contact Person and Phone Number

Jeevan Valath, Project Manager
Senior Electric Utility Engineer
Phone: (408) 615-6609
E-mail: JValath@SantaClaraCA.gov

4.4 Project Location

The proposed project is located in the northeast area of the City of Santa Clara (City), adjacent to the west side of the San Jose International Airport, in Santa Clara County, CA. The proposed project would be located in Sections 27, 34, and 35 within Township 6S, Range 1W.

4.5 Project Sponsor's Name and Address

Silicon Valley Power
881 Martin Avenue
Santa Clara, California 95050

4.6 General Plan Designation

General plan designations within 0.5-mile of the proposed project include: public/quasi-public, low intensity office/R&D, Medium density residential, very low density residential, community mixed use, neighborhood commercial, High intensity office R&D, parks/open space, and community commercial.

4.7 Zoning

Zoning designations within 0.5 mile of the proposed project are medium density, planned development, neighborhood commercial, moderate density multiple dwelling, high density residential, residential duplex, low density multiple dwelling, and thoroughfare commercial.

4.8 Surrounding Land Uses and Setting

Land uses within the project area are primarily heavy and light industrial. The dominant features that intersect with the project are warehouses and industrial development. Existing SVP transmission and distribution power lines are located near and within the project right-of-way (ROW).

4.9 Other Public Agencies Whose Approval is Required

The Applicant may be required to obtain the permits from agencies listed in Table 4-4, Permits and Approvals Necessary for the proposed project (see Section 4.10.6).

4.10 Description of the Project

4.10.1 Overview

SVP is proposing to construct approximately 3.5 miles of new 60 kV single and double circuit transmission line segments along the existing East and South Transmission Line Loops, with the northernmost segment beginning at the Kifer Substation located near the corner of Central Expressway and Lafayette Streets (see Figure 4-1). The proposed routes would continue to the De La Cruz Substation, which is located on Mathew Street. The transmission line would also be routed to several other existing substations located along or near the transmission line corridor, including Fiberglass, Walsh, Mathew and Parker Substations. In addition to the new line, approximately 0.2 miles of existing 60 kV line along the railroad tracks would be reconducted³ and approximately 0.3 miles of existing 60 kV line would be transferred and underbuilt on the new structures along Walsh Avenue and the existing structures would be removed. Please refer to Appendix A (Proposed Project Route) for a map of the proposed transmission segments.

4.10.2 Project Objectives

SVP has been experiencing rapid load growth driven by large data center customers. SVP has conducted studies that show the electrical load on the South and Central Loop 60 kV circuits will continue to grow in the coming years. The studies project that the load growth will result in some of its 60 kV transmission circuits exceeding their designed thermal ratings by 2020. In order to prevent this, SVP is proposing to build new transmission line segments in order to shift electrical load demand currently served by the South Loop Circuit to the East Loop Circuit to increase capacity and system reliability.

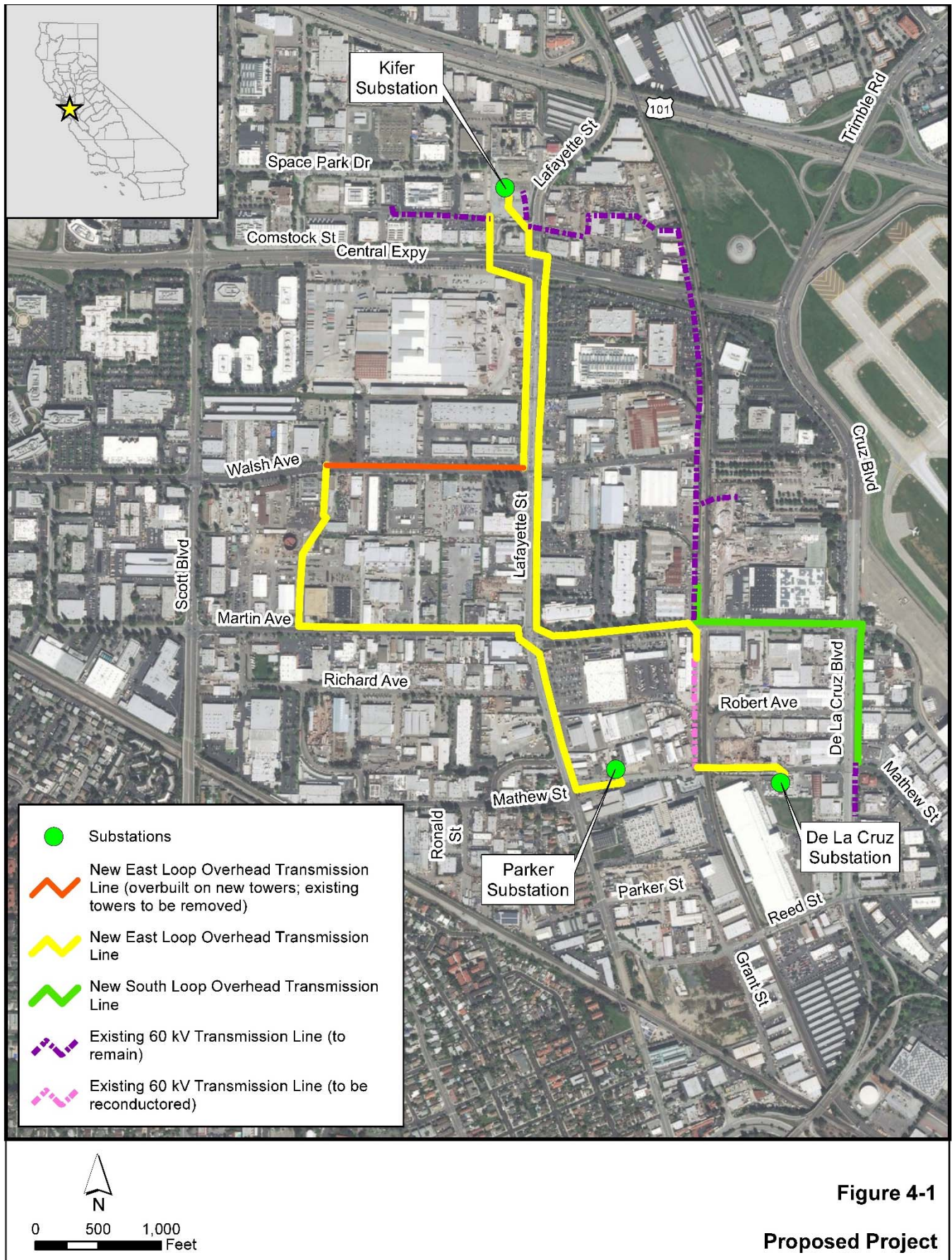
4.10.3 Project Components

4.10.3.1 60 kV Transmission Line

The majority of the new 60 kV transmission line would be constructed along the following city streets: Lafayette Street, Mathew Street, Martin Avenue, and De La Cruz Boulevard. The total length of the alignment route is approximately 3.5 miles (approximately 115 poles). and an additional 0.2 miles of existing 60 kV line would be reconducted. Along the north side of Walsh Avenue (0.3 miles), the existing 60 kV line would be transferred and underbuilt on the new structures, and the existing poles (approximately 9 poles) would then be removed. Please refer to Section 4.10.3.2 for further details.

New single circuit tangent transmission structures would consist of either Douglas Fir wood or light duty steel monopoles that are direct embedded in the earth. Typical pole structures are illustrated in Appendix B, Drawings of Typical Structures. Dead-end and angle structures, and tangent structures supporting multiple circuits, would require steel monopoles with a galvanized finish. The pole diameters of the structures are generally 2 feet to 3 feet or less, while custom dead-end poles would have diameters in the range of 4 feet to 6 feet. Typical structure heights are expected to be approximately 55 feet to 75 feet

³ “Reconducting” means that new and larger capacity conductors (the wires that carry electricity) would be installed primarily on the existing transmission poles.



(average height of 65 feet) above ground-level. The distance between poles would vary but would be typically about 250 feet. Appendix B (Typical Structures) illustrates examples of typical structure types that would be used for the project.

Tangent structures (see Figures B-1, B-2 and B-3 in Appendix B) would be embedded directly into the soil approximately 15 feet deep and backfilled with a pre-engineered crushed rock material or concrete slurry. Alternate foundations would be used only if necessary due to poor soil conditions. Self-supporting dead-end and angle structures (see Figures B-4 through B-7 in Appendix B) would require steel-reinforced concrete pier foundations. A typical foundation size is about 5 feet to 8 feet in diameter and can range in depth from 20 feet to 30 feet. The concrete foundations extend above the ground-line by 1 or 2 feet in most cases.

The ROW width required for the transmission line is 50 feet. The ROW width is selected based on the actual width of the structure and its components, the maximum horizontal distance that the conductor wire would blow outwards at mid-span, and the minimum electrical clearance required between the wires and objects such as buildings. The proposed project would adhere to National Electrical Safety Code (NESC) and California Public Utilities Commission (CPUC) General Order 95. Many of the existing power lines in the project vicinity are located along the edges of roadways, such as in landscaped planter areas, the perimeters of parking lots, or in sidewalks. The new transmission structures would follow the edge of roadways.

4.10.3.2 Replacement of Existing Distribution and Telecommunication Lines

Some existing distribution power lines and/or telecommunication lines along the proposed route would be transferred to the new poles to be underbuilt with the 60 kV transmission line. The existing poles would be removed and transported to SVP's stockyard or to an approved disposal site. In some cases, some existing wood poles may be left in place as an intermediate pole located between two new transmission poles. Where existing poles are left in place, the tops of these poles would be cut off, resulting in a shorter pole with cables still attached at the lower levels. All of the existing conductors and cables are expected to be reused for the project.

4.10.3.3 Substations Modifications

Minor modifications would be required at the 6 existing substations affected by this project. The existing substation equipment, and racks that support the new conductors coming into the substations, would remain. Any modifications needed at the substations would occur within the existing fence lines.

4.10.3.4 Reconductoring

Approximately 0.2 miles of existing 60 kV transmission line that is located in an electrical easement on private land that runs parallel to the west side of the UPRR railroad tracks would be reconducted⁴. Although not currently anticipated, pending final engineering, some poles may require modification or replacement to accommodate the new conductors, which would have higher tensions and operate at a higher temperature than the existing conductors.

⁴ "Reconductoring" means that new and larger capacity conductors (the wires that carry electricity) would be installed primarily on the existing transmission poles.

4.10.4 Project Construction Activities

4.10.4.1 Staging Areas

Up to two temporary staging areas would be used during project construction. Staging areas would be located within the project area and would be the assembly point for project personnel. The staging areas would also be the location for: temporary portable bathroom facilities; equipment storage during off work hours and weekends; materials storage; construction trailers; employee parking; and a meeting area as needed for project management.

Staging would occur at existing SVP yards or in areas that are already disturbed. One example of a potential staging area would be SVP's storage yard, located at 1715 Martin Avenue, Santa Clara, CA. The staging area size may vary depending on negotiations with third-party property owners for temporary construction easements or property owner agreements. For the purpose of analysis, each staging area is expected to have a footprint of up to approximately 1 acre.

A secured, fenced location with access by an existing road is preferable. Preparation for site use is expected to include little or no grading at the staging areas aside from minor scraping to achieve an even grade or to remove any weeds that may be present. Gravel or rock may be temporarily added to the staging area as needed to address wet or muddy site conditions or reduce dust or track out from construction equipment. If there is no driveway into a site with a curb, temporary access (steel plates or cold patch over a culvert) may be placed to minimize potential damage to the curb. If there is no fence, a temporary fence would be erected by a contracted fencing supplier. Any temporary fencing would typically be chain link with gates secured by a SVP lock. A typical SVP security light would be installed on site in a downcast position. After project completion, temporary security and access and site stabilization installations would be removed unless the property owner requests that they remain in place.

4.10.4.2 Work Areas

Substations

No new substations would be constructed as part of this project. Minimal work would be needed at the existing substations into which the new 60 kV transmission circuits would connect. The existing substation racks would be used to support the new conductors. All work activities for the substations would take place within the existing fenced areas.

Transmission and Distribution Power Poles

Pole work would include: foundation excavation (i.e., subsurface drilling for either a direct embedded pole or construction of a concrete pier foundation), power pole assembly and installation, and installation of travelers (stringing blocks) to support wire stringing. Some segments of the power line would require transferring wires from existing poles to the newly installed poles and then removing the existing wood poles. Work areas for new poles are expected to be located approximately every 200 to 300 feet within the ROW. Where final design allows, power and distribution pole work would overlap. Final design would determine final pole locations.

Individual work areas would typically include a portion of the adjacent City road ROW in addition to the width of the SVP ROW (50 feet), and extend approximately 50 feet in length. Work areas would be accessed primarily from adjacent paved roads. Construction vehicles and equipment would be staged or parked alongside the road in the project ROW unless other arrangements have been made with the property owner.

Site preparation is not expected to be required for the majority of the project's pole work areas. However, some vegetation and tree removal or tree trimming would be required. Disturbed areas would be restored. Site restoration may include repairing any damage to sidewalks, paved parking areas, roadways, or curbs. Site restoration may also be needed in landscaped planters and lawns.

Project plans include the partial or complete removal of the trees located beneath the proposed transmission line, which is discussed in Section 4.10.4.10 (Vegetation Clearance). Existing distribution power lines along some segments the ROW would be partially removed or relocated and underbuilt on the new structures and the existing poles would be removed.

Pull and Tension

Pull and tension activities, in which the new conductor installed, would require guard structure installation where required (such as at road crossings), pull and tension equipment staging, and temporary pole anchor installation, followed by pulling and tensioning of the conductor. Most pull and tension work areas are expected to be located within the ROW and may be located at most of the larger angle points of the transmission line route. It may be necessary to access areas in the ROW away from a pole work area to support pull and tension activities. Pull and tension site locations are preliminary and are subject to change based on final engineering and other factors. If pulling is required through an angle, or at the start of a new direction of the route, the site may be located outside the ROW or off the end of a ROW corner.

A pull and tension site is typically located at a 1:3 ratio from a pole (pole height determines distance from the pole — for example, the pull and/or tension site for a 50-foot-tall pole would be located approximately 150 feet from the pole location). Pull and tension work areas would typically be the width of the ROW (50 feet) and approximately 150 feet in length.

Guard structures would be installed when the conductor is being pulled across a road or railroad tracks. Guard structures are temporarily installed during construction and removed after stringing of the conductor. A work area of approximately 40 feet by 50 feet would be used to install the guard structures. Final design would determine guard structure work area locations.

Construction vehicles and equipment needed at the pull and tension sites would be staged or parked within the project ROW or alongside access roads. Site preparation would not be needed for the majority of the project's pull and tension sites. Some vegetation removal or tree trimming may be required for vehicle access and to minimize the risk of fire. Site restoration may include repairing any damage to sidewalks, paved parking areas, roadways, or curbs. Site restoration may also be needed in landscaped planters and lawns.

4.10.4.3 Access Roads

Pole work areas along the route during construction and during subsequent operation and maintenance would be parallel and adjacent to existing roads and/or other paved parking areas. One segment of the proposed transmission line is located in an alleyway that is perpendicular to, and located between, Scott Boulevard and Lafayette Street. The alleyway consists of natural ground; however, the majority of its length is accessible from adjacent paved parking areas. Construction equipment may need to access some pole work areas by traveling along the alleyway.

4.10.4.4 60 kV Transmission Line Construction

The following power line construction sections describe activities associated with the new transmission line construction, including associated installation, relocation and/or removal of existing taps, distribution lines, and the shoo-fly.

Pole Transportation

A line truck with trailer and a second transport vehicle (crew cab truck or half ton pickup) would be used to transport construction personnel to a pole work area. A line truck would haul new poles to the site on a trailer and haul away any removed distribution poles. A line truck with trailer would deliver approximately three wood or light-duty steel poles per trip. A line truck with a trailer would likely deliver one tubular steel pole per trip. Typically, a second transport vehicle would accompany the delivery truck during pole staging. Multiple removed distribution poles would likely be transported from work areas as part of the return trip, when feasible.

Distribution Pole Removal

The existing distribution poles to be removed would likely be removed with a small crane. A power outage would be needed while the existing conductors are detached from the pole and while the pole is lifted out of its current location with the crane. Some poles may only have their tops removed; leaving the lower previously underbuild cables in place. In this case, the same crane would remove the pole top after the pole has been cut with a chain saw. All removed poles or pole segments would be loaded onto a trailer and transported to a designated storage or disposal area.

Pole Installation

Expected dimensions for wood poles, light-duty steel poles, and tubular steel poles are provided in Table 4-1, Summary of Approximate Pole Metrics. The line would likely be designed with approximately 22 poles per mile, or approximately 85 poles total. Pole installation would occur during daylight hours. Typically, 4 to 5 truck trips would be required to set a new power pole and remove an old distribution pole from a work area.

Table 4-1. Summary of Approximate Pole Metrics

Structure Feature	Approximate Metrics
Wood Pole and Light-Duty Steel Pole	
Pole diameter	24 in. (typical, wood size varies and is pole height dependent)
Wood pole auger hole depth	10 ft. (typical, wood size varies)
Light-duty steel pole auger hole depth	10 ft. (typical, pole height dependent)
Individual permanent footprint	7 sq.ft. (typical), for an average pole auger diameter of 3 ft.
Approximate number to be installed	61
Average work area at each site	2,500 sq.ft.
Total permanent footprint	Approximately 450 sq.ft.
Tubular Steel Pole	
Diameter	3–6 ft. (typical range, pole height dependent)
Foundation depth	20 to 30 ft. (typical range, pole height dependent)
Individual permanent footprint	50 sq.ft. (typical range), for a typical pole auger diameter of 8 ft.
Approximate number to be installed	24
Average work area at each site	4,000 sq.ft.
Total permanent footprint	Approximately 1,200 sq.ft.

Wood and Light-Duty Steel Poles. Wood poles and light-duty steel poles would be direct buried and would not require foundations. The poles would be placed directly into augered holes. A line truck with a truck-mounted auger would be used to create the holes. The line truck or a pick-up truck would be used to transport crew members to the work area. If the pole is not set immediately after the hole is drilled, the

hole would be covered with plywood or other temporary, solid, heavy covering until the new pole is installed. Once the new pole is set in the drilled hole, an engineered crushed rock material or concrete slurry mix would typically be used as backfill. Soil removed from the new pole hole may be used to backfill holes of removed poles. Soil may be temporarily stockpiled in accordance with applicable best management practices (BMP) until it is used as backfill. Any excess soil from drilling the pole holes would be loaded onto a truck using a skid loader and transported to an approved disposal site. A water truck may be on-site to support dust suppression during ground disturbing work.

Light-duty steel poles would be manufactured in two pieces that are a matched set specific to a pole location. The pole pieces are closed at each end; there are no openings that wildlife could enter. The bottom piece of the pole assembly would be placed in the hole while the top piece has the conductor support hardware attached to it while on the ground. The poles would be assembled by having a truck-mounted crane lift the top piece and lower it onto the lower section. The same backfill material and process used for wood poles, as described above, would also be used for backfilling the void surrounding the light-duty steel pole.

Tubular Steel Poles. Installation of tubular steel poles (TSPs) would include the following steps for site preparation, foundation installation, and pole installation. To prepare the site, the pole location would be staked. The work area would be flagged and required BMPs installed. If required, a crane pad would be prepared, which may require surface blading to create a level surface. TSP foundation installation would include:

- Excavating the hole;
- Installing forms, rebar, and anchor bolts;
- Pouring concrete;
- Removing forms; and
- Grooming the base area, including any landscape restoration.

After the new TSP is installed, any distribution line would be moved to the new pole and the old wood distribution pole would be removed. Excess soil onsite would be feathered around the work area if there is natural ground present and/or transported to an area Service Center or other appropriate facility for disposal.

TSP concrete pier foundations would be approximately 5 to 8 feet in diameter and would extend approximately 20 to 30 feet below the ground surface. A line truck would be used to haul foundation forms, anchor bolts, rebar, and pole structures to work areas. The line truck with a boom would be used to place foundation forms, anchor bolts, and rebar in place prior to pouring concrete for the foundation and to remove the forms following completion of the foundation.

A 4-wheel drive concrete mixer truck capable of delivering 8 yards of concrete would be used to deliver and pour concrete for the TSP foundations. Concrete trucks would not be washed out at pole locations but rather would be rinsed using portable stations established for concrete clean-up at project staging areas. If applicable, a backhoe or skid loader would be used to place gravel around the TSP after formwork has been removed and to groom the area surrounding the pole installations. A crane would be used to place the TSP on the finished foundation.

Pull and Tension Work Areas

A line truck with a trailer and a second transport vehicle (crew cab truck and/or half ton pickup) would be used to transport construction personnel to a pull and each tension work area. A line truck would haul reel trailers and mounted reel stands holding the conductor to the site. An 18-wheeled truck with a trailer

may be used to transport more than 1 reel to the work area. Pullers would be mounted on the line truck or trailer to install the conductor. Old distribution lines that would not be reused would be removed from the sites on a line truck with a trailer. Temporary pole anchors may be installed in the natural ground to stabilize poles when pulling the conductor into place.

Conductor Installation

Typically, the following 7 steps would be taken to install a new conductor (wire stringing):

1. Travelers (pulleys) would be installed on the ends of insulators on each pole frame. A line truck with a bucket would be required to install the pulleys. Installation of pulleys may be phased to correspond with the specific section of wire stringing.
2. A truck, an all-terrain vehicle (ATV), or a worker would pull a light rope (sock line) in line with the route and lace it through the travelers. For this operation, a line truck with a bucket would be used or a worker may climb the structure.
3. When the sock line is laced through the travelers for the length of the pull, the sock line would be connected to a hard line (steel cable). The hard line would be on a reel that would be on a tensioner. Typically, the reel and tensioner would be located on a line truck or semi-truck trailer.
4. The sock line would be pulled back with a truck, an ATV, or a worker pulling the hard line into place. The sock line would be removed from its connection to the hard line.
5. That end of the hard line would be connected to a conductor. A trailer-mounted tensioner would then pull the hard line and connected conductor in the reverse direction.
6. The conductor would be sagged (tightened) into place using the tensioner.
7. The conductor would be clipped into the insulators and the travelers would be removed by using the line truck with a bucket or a worker may climb the structure.

Guard Structures

Prior to stringing conductors, temporary guard structures would be installed at railroad and road crossings, and other locations where the new conductors may otherwise come into contact with electrical, communication, or rail facilities or vehicular traffic during installation. Guard structures would be positioned and configured to catch and support the weight of the conductor if it unexpectedly drops or sags excessively during the tensioning process. These structures would be placed on one side or on each side of the road or other location being crossed. For example, the temporary structures are expected to be installed adjacent to the railroad tracks as the transmission line crosses them in a west-east direction along Martin Avenue.

Each temporary structure would typically consist of a wood pole with a frame at the top that resembles a "Y" or "H". Methods for installation and removal of the clearance structures would be similar to those described for wood poles, and would be installed approximately 6 to 10 feet deep. Foundations and grading would not be required. Netting would be installed between the 2 Y-frame or H-frame structures, as needed, to prevent contact between the new conductor and an existing facility. Where necessary, traffic control would be provided during installation and removal of these temporary guard structures and as specified in encroachment permits.

Existing Pole Removal

The existing wood poles along Walsh Avenue and some poles along the west side of Lafayette Street (between Central Expressway and Walsh Avenue) would be removed after the transmission line is transferred to the new structures and would involve removing conductor, poles, and associated hardware. After wire pulling equipment is in place, rollers would be installed on structures, the old conductor would be unclipped from the supporting structures, placed into the rollers, and pulled out with a pulling rope and/or cable attached to the trailing end of the conductor. The old conductor wire would be transported to a construction yard where it would be prepared for recycling. Next the removal would consist of the above and below-ground portions of the pole. Any holes left from removing the poles would be backfilled with spoils that may be available as a result of the excavation for new poles and using imported fill as needed.

4.10.4.5 Reconductoring

In general, reconductoring is accomplished by disconnecting an old conductor and using it to pull a sock line (rope) through travelers or sheave blocks (temporary pulleys) mounted on each tower, until the sock line reaches the end of the section to be reconducted. Workers climb the pole to access the pole in order to place the travelers on each pole and route the old conductor through the travelers. Once in place, the sock line is then used to pull the new conductors into place. An alternative is to connect the old conductor directly to the new conductor and use it to pull the new conductor into place.

Large tractor/trailer units would be used to feed out the new line or wind in the old line on trailer-mounted spools. Two or three utility trucks carrying tools and other materials would also be employed. One crew would set up at a “pull site” near a tower at one end of the pull, and the other crew would set up a “tension site” near a tower at the other end of the pull. As a safety precaution, ground rods (copper rods, 5/8-inch in diameter and long enough to be driven to firm ground with approximately one-foot protruding above ground) would be installed on each end of designated pull sites prior to pulling and tensioning work and removed once work is complete. Ground rods would also be attached to any equipment used near an energized conductor.

The tensioning crew would employ a tensioner truck, which carries a large drum winch that is used to put rear tension on the conductor being pulled. Each conductor is pulled separately (one phase of each circuit per pull) until all three phases of a circuit are in place. The tensioning site crew would access the tower and disconnect the old conductor. The old conductor would be attached to a sock line or directly, to the new conductor located on spools on tensioner trucks.

Once the pull and tension sites are ready, the pulling crew would begin to wind the old conductors onto spools mounted on trucks, thereby pulling the sock line (or new conductor) through the pulleys. The tensioning crew would keep the old conductor taut, preventing it from sagging to the ground or into other objects in the ROW. If a sock line is used, once the sock line is in place, the crews would repeat the process, winding the sock line onto a take-up reel, thereby pulling the new conductor in place. Once the new conductor is in place, it would be disconnected from the pulleys and permanently mounted to the end of new insulator strings.

4.10.4.6 Substation Modifications Construction

Minimal work would be needed at the existing substations. The existing substation racks would be used to support the new conductors. Work activities to disconnect the existing conductor from the substation racks and attach the new conductor would take place within the existing fenced areas of the substations.

4.10.4.7 Water Use

Water may be used during construction of the drilled concrete pier foundations for the tubular steel poles. One method to stabilize the hole while it is being excavated is to temporarily fill it with a slurry consisting of water and a stabilizing agent, such as a polymer-blend or bentonite. The water would be transported to the pole location and likely mixed with the stabilizing agent as the water is poured into the excavated hole. As the concrete is placed in the hole, the slurry is displaced by the concrete and pumped out of the hole and into a holding tank. The collected slurry in the tank would then be transported away from the work area to an approved disposal site. For a foundation 8 feet in diameter and 25 feet deep, about 1,250 cubic feet of water would be required at each foundation site.

4.10.4.8 Construction Workforce and Equipment

Table 4-2, Anticipated Personnel and Equipment Required for Project Construction (based on typical estimates), lists the expected equipment and personnel by construction activity. Not all equipment and personnel may be used during all portions of the activity. This is a preliminary equipment list; other equipment may be identified when project design is finalized or during construction if unexpected conditions require additional equipment. Designated fueling areas would be identified as part of the final design when project staging areas are identified.

Table 4-2. Anticipated Personnel and Equipment Required for Project Construction (based on typical estimates)

Activity	People	Quantity of Equipment
Survey	1 to 2	1 Pickup truck
Auger Holes for Wood and Light Duty Poles	3	1 Line truck with auger attachment 1 Pickup truck 1 Backhoe or skid loader
Concrete Pier Foundation Installation	4	1 Line truck 1 Backhoe or skid loader 1 Drill rig 1 Crane 1 Water truck 1 Pickup truck 3 Cement trucks
Material Haul	3	1 Line truck with trailer
Pole Delivery	3	1 Pole delivery truck 1 Pickup or light SUV
Install Tubular Steel Poles	5 per crew	1 Line truck with boom 1 Crane 2 Crew-cab pick-up truck 1 Light-duty pick-up truck 1 Backhoe or skid loader
Wood and Light-Duty Steel Pole Installation and Distribution Pole Removal (Ground access, per crew; construction would include 2 crews)	5 per crew	2 Crew cab truck 2 Line trucks with bucket and trailer (transports boom and auger) 1 Backhoe or skid loader

Table 4-2. Anticipated Personnel and Equipment Required for Project Construction (based on typical estimates)

Activity	People	Quantity of Equipment
Conductor Installation (includes moving distribution to new pole, up to 3 crews may be present during wire stringing activities)	5 per crew	1 Line truck or semi-truck with wire reel 2 Pickup trucks 2 Line truck with bucket/crane 1 Line truck with wire puller 1 Line truck with wire tensioner
Substation Modifications (equipment expected is for each substation)	3	1 Line truck with bucket 1 Pickup truck

Table 4-3, Equipment Expected to be Used During Construction, describes the anticipated use of the equipment listed in Table 4-2.

Table 4-3. Equipment Expected to be Used During Construction

Equipment	Use
Aerial Lift (or Line Truck with Bucket)	Lifts crew members to make line connections
Auger (truck mounted highway digger 15- to 18-ft. depth capability)	Drill holes for wood pole installation
Drill rig	Drill holes for tubular steel pole foundations
Cement mixer/truck	Deliver and pour concrete pier foundations
Crane	Lifting of heavy equipment and poles into place
Crew-cab truck or pickup truck	Transport personnel
Generator set	Power generation for operation of tools
Line truck (with auger, puller, worker-lift bucket, crane/boom, etc.)	Transport, install or remove, poles, conductor, or materials
Mechanics service trucks	Service/repair vehicles and construction equipment
Reel trailers with reel stands (semi-trailer or truck mounted type)	Haul conductor
Plate compactor	Grading, compact soil
Puller/Tensioner/Reel (line truck or trailer-mounted)	Install conductor
Pump	Dewatering if groundwater is encountered, removal of foundation slurry, and watering for dirt suppression, if necessary
Forklift	Loading and Transport of poles
Semi-truck (with trailer)	Haul wire reel, or tubular steel pole
Sweeper/Scrubber	Road cleaning, if necessary
Tensioner (line truck-mounted)	Install conductor
Backhoe or skid loader	Grading, backfilling of holes, loading soil
Water truck	Dust suppression, transport water to concrete foundation locations, water for stabilizing slurry
Welder	For any welding that may be required at steel pole work areas
Worker-lift (truck mounted)	Lift workers to perform work on structures

4.10.4.9 Construction Traffic and Circulation

Construction would require temporary lane closures along various public and private roads within the project area over the 6-month construction duration. Temporary lane closures would be coordinated with local agencies. SVP would obtain ministerial encroachment permits to conduct work in public ROWs in accordance with applicable City requirements.

4.10.4.10 Vegetation Clearance

Some vegetation and tree removal or tree trimming would be required for pole installation and vehicle access and to minimize the risk of fire by providing clearance between conductors and trees. In general, trees would be avoided where feasible; isolated tree trimming or removal would be coordinated with the property owner or operator. The new transmission line would be routed along the edges of city streets (refer to the map in Appendix A, Proposed Project Route) where many trees currently exist. The majority of tree trimming would take place between power poles to ensure there is adequate electrical clearance between the conductors and tree branches during all types of weather conditions. In general, trees that are located below the 60 kV transmission line would need to be trimmed so that they are no taller than about 25 feet to 30 feet above ground. Tree branches that are closer than 5 feet vertically or 10 feet horizontally to any conductor or wire (with or without wind) would be trimmed to meet the minimum clearance.

Trees would also be trimmed to maintain adequate clearance to the lower voltage conductors and various cables that would be attached to the poles below the 60 kV conductors. However, these conductors and cables are existing wires that would be transferred to the new poles at roughly the same height as their current position; therefore, the route segments that have existing power lines should already have adequate clearance to trees, and tree trimming should be minimal for these segments.

4.10.4.11 Erosion and Sediment Control and Pollution Prevention

A small, temporary stockpile of excavated dirt may be located near a pole hole excavation until it is loaded into a truck and transported offsite or until it is used as backfill for the hole. Stockpiles would be located away from and/or down-gradient of waterways. Sediment control BMPs would be implemented to manage temporary stockpiles.

Construction debris and waste would be transported to the staging area(s) or to an area Service Center as needed for recycling or disposal. Existing wood poles would be removed to an area Service Center or staging area collection bin for transport with other materials for disposal at a licensed Class I or Class II landfill or a composite lined portion of a solid waste landfill. SVP would comply with all laws and regulations regarding the disposal of the existing wood poles.

If underground storage tanks (USTs) or aboveground storage tanks (ASTs) are found to be located along the project route and the route cannot be adjusted to avoid disturbance, the tanks would be removed prior to project construction or segregated from the work area and not disturbed. If it is determined that removal of tanks is necessary, a separate work plan describing the proper decommissioning and removal of the tanks and removal of any associated impacted soil would be prepared prior to removal.

4.10.4.12 Cleanup and Post Construction Restoration

During construction, construction debris would be picked up daily from line work job site areas and hauled back to a staging area or an area Service Center for recycling or disposal. Construction debris would be picked up from substation construction areas, stored in approved containers on site, and hauled away for recycling or disposal periodically during construction. SVP would conduct a final survey to document that clean-up activities have been successfully completed as required.

Work areas where vegetation management and/or tree trimming occurred are expected to revegetate naturally due to the limited disturbance. If trees are removed, it would likely be because the final condition of the project requires it and not because of temporary construction activities.

4.10.4.13 Construction Schedule

The construction phase is expected to take approximately 6 months and is anticipated to be completed by February 2022. Construction would start with mobilizing construction equipment, crews, and materials to the staging areas. In general, construction would then begin with below grade work (excavating holes for poles and concrete pier foundations) and would be followed by pole installation and wire stringing. Construction sequencing and coordination of power outages may require that some route segments of the line be built first, with the construction of other segments later. All types of construction activities may occur simultaneously.

4.10.5 Operations and Maintenance

Once the new South Loop 60 kV line is built and energized, SVP's existing maintenance and operations group would assume inspection, patrol, and maintenance duties, as needed. No additional staff would be required after project construction work is completed.

4.10.6 Required Approvals

SVP would obtain permits for the project, as needed, from federal, State, and local agencies. Table 4-4, Permits and Approvals Necessary for the Proposed Project, lists permits and approvals that may be required for project construction.

Table 4-4. Permits and Approvals Necessary for the Proposed Project

Agency	Purpose	Permit, Approval, or Exemption
Federal		
U.S. Fish and Wildlife Service (USFWS)	Potential impacts to federally listed species or critical habitat.	Section 7 consultation (through federal review process)
FAA	Potential impacts to air traffic	FAA Part 77
State		
Regional Water Quality Control Board, Region 2 (San Francisco Bay)	Consistency with state water quality standards	<ul style="list-style-type: none"> • 401 Certification • Storm Water Construction General Permit 99-08-DWQ • National Pollutant Discharge and Elimination System (NPDES) Permit • Waste Discharge Requirements (WDRs)
Local		
City of Santa Clara	Construction, modification, or alteration of power line facilities	<ul style="list-style-type: none"> • New or expanded ROW Grant • Road/Highway Encroachment/Crossing Permit • Grading and Wall Permits • Traffic Control Plans • Flood Control/Drainage Channel Encroachment/Crossing Permit • Excavation Permit • Tree Removal Permit
Railroad	Approval to cross the railroad	<ul style="list-style-type: none"> • Crossing Permit

4.10.7 Electric and Magnetic Fields Summary

Recognizing that there is a great deal of public interest and concern regarding potential health effects from exposure to electric and magnetic fields (EMF) from power lines, this document provides information regarding EMF associated with electric utility facilities and the potential effects of the proposed project to public health and safety. Potential health effects from exposure to electric fields from power lines (produced by the existence of an electric charge, such as an electron, ion, or proton, in the volume of space or medium that surrounds it) are typically not of concern since electric fields are effectively shielded by materials such as trees, walls, etc.; therefore, the majority of the following information related to EMF focuses primarily on exposure to magnetic fields (invisible fields created by moving charges) from power lines. However, this Initial Study does not consider magnetic fields in the context of the CEQA and does not make a determination of environmental impact. This is because (a) there is no agreement among scientists that EMF does create a potential health risk, and therefore, (b) there are no defined or adopted CEQA standards for defining health risk from EMF. As a result, EMF information is presented for the benefit of the public and decisionmakers.

After several decades of study regarding potential public health risks from exposure to power line EMF, research results remain inconclusive. Several national and international panels have conducted reviews of data from multiple studies and state that there is not sufficient evidence to conclude that EMF causes cancer. The International Agency for Research on Cancer (IARC), an agency of the World Health Organization (WHO), and the California Department of Health Services (DHS) both classified EMF as a *possible* carcinogen (WHO, 2001; DHS, 2002).

In addition, the 2007 WHO [Environmental Health Criteria (EHC) 238] report concluded that:

- Evidence for a link between Extremely Low Frequency (50–60 Hz) magnetic fields and health risks is based on epidemiological studies demonstrating a consistent pattern of increased risk for childhood leukemia. However, “...virtually all of the laboratory evidence and the mechanistic evidence fail to support a relationship between low-level ELF magnetic fields and changes in biological function or disease status....the evidence is not strong enough to be considered causal but sufficiently strong to remain a concern.”
- “For other diseases, there is inadequate or no evidence of health effects at low exposure levels.”

Currently, there are no applicable regulations related to EMF levels from power lines or substations.

4.10.8 Alternatives

The purpose of an alternatives analysis pursuant to CEQA is to identify options that would feasibly attain the project’s objectives while reducing the significant environmental impacts resulting from the proposed project. CEQA does not require the inclusion of an alternatives analysis in MNDs because the Initial Study concludes that, with incorporation of mitigation measures, there would be no significant adverse impacts resulting from the proposed project (CEQA Guidelines Sections 15063(d) and 15071). Therefore, no alternatives analysis needs to be provided in the Initial Study.

However, SVP did consider three route alternatives and several minor sub-options in the project area that would achieve the project objectives. The proposed route was chosen for the following reasons: (1) the chosen route has good reliability from an operational and power delivery perspective; (2) underground transmission line construction would be avoided; (3) the selected route is the best option for meeting the objectives of the project by transferring the power flow from the various substations to the desired transmission line circuit(s); (4) the chosen route has fewer engineering design challenges than the other alternatives; and (5) the preferred route is the best solution for avoiding construction that is near the San Jose International airport or along the railroad ROW.

5. Environmental Setting and Environmental Impacts

5.1 Aesthetics

AESTHETICS

Except as provided in Public Resources Code Section 21099, would the project:

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a State scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Significance criteria established by CEQA Guidelines, Appendix G.

5.1.1 Setting

Methodology

Visual or aesthetic resources are the natural and cultural features of the environment that can be seen and that contribute to the public's enjoyment of the environment. Visual resource or aesthetic impacts are generally defined in terms of a project's physical characteristics and potential visibility and the extent that the project's presence would change the visual character and quality of the environment in which it would be located.

Visual resources were assessed in the field and potential visual changes due to project activities were evaluated. Visual resources of the project area were investigated based on the following criteria: (1) existing visual quality and scenic attributes of the landscape; (2) location of sensitive receptors in the landscape; (3) assumptions about receptors' concern for scenery and sensitivity to changes in the landscape; (4) the magnitude of visual changes in the landscape that would be brought about by construction and operation of the proposed project; and (5) compliance with State, County, and local policies for visual resources. The evaluation of potential changes in the area's visual character is presented in the following paragraphs.

Existing Landscape Setting and Viewer Characteristics

This section discusses the existing visual character of the region, existing visual quality in the project area; viewer concern, and viewer exposure to the proposed project, leading to a rating of overall visual sensitivity. Also discussed are the existing sources of light and glare within the project area.

Aesthetic Context of the Project and its Vicinity. The proposed project would be located in an urban and industrial area of the City of Santa Clara. The project vicinity is highly developed. The proposed project site is not located in an area designated as a protected scenic resource and is therefore not subject to scenic

protection standards. In addition, the proposed site is not located near an officially designated scenic highway; however, Interstate 101 is eligible for designation as a state scenic highway (CA DOT, 2017).

Existing Views of the Project. The proposed project would be constructed in an urban and developed area of the City of Santa Clara between U.S. Highway 101 and Interstate 280. Views of the proposed project area and the local vicinity are dominated by commercial and industrial buildings.

Regulatory Background

This section includes a description of the aesthetic resources regulatory framework. There are no federal regulations or policies related to aesthetic resources are applicable to the project.

State

California Department of Transportation: Scenic Highway Program.

The Scenic Highway Program in the State of California is aimed at the protection and long-term preservation of highway corridors of scenic value to ensure the aesthetic value of lands adjacent to highways. The State Scenic Highway System includes highways that are either eligible for designation as scenic highways or have been designated as such. The status of a state scenic highway changes from eligible to officially designated when the local jurisdiction adopts a scenic corridor protection program, applies to the California Department of Transportation for scenic highway designation approval, and receives the designation. A city or county may propose adding routes with outstanding scenic elements to the list of eligible highways; however, state legislation is required for them to become designated.

Local

City of Santa Clara General Plan

The City's land use policies consider the effects of development to public facilities and infrastructure. The following policies in the General Plan generally relate to the proposed project (City of Santa Clara, 2014):

- **Policy 5.3.1-P27.** Encourage screening of above-ground utility equipment to minimize visual impacts.
- **Policy 5.3.1-P28.** Encourage undergrounding of new utility lines and utility equipment throughout the City.
- **Policy 5.3.1-P29.** Encourage design of new development to be compatible with, and sensitive to, nearby existing and planned development, consistent with other applicable General Plan policies.

5.1.2 Environmental Impacts and Mitigation Measures

a. Would the project have a substantial adverse effect on a scenic vista?

NO IMPACT. The flat topography and developed character of this part of the City of Santa Clara does not provide scenic vistas, which typically are views of open spaces or views from elevated topographic positions. The nearest mountains or areas of high elevation that would provide panoramic views that could include the project site are approximately 8 miles away. Views from these locations would overlook the highly developed urban landscape, within which the new 60 kV transmission line would be indiscernible. The Project would therefore result in no impact to a scenic vista.

b. Would the project substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a State scenic highway?

NO IMPACT. The proposed project would require vegetation and tree trimming and removal for pole installation and vehicle access and to minimize the risk of fire. Tree branches that are closer than 5 feet

vertically or 10 feet horizontally to any conductor or wire (with or without wind) would be trimmed to meet the minimum clearance. The majority of tree trimming would take place between power poles to ensure there is adequate electrical clearance between the conductors and tree branches.

Interstate 280, approximately 3.5 miles to the south of the project area, is not officially designated as a State scenic highway and there are no rock outcroppings or historic buildings would be affected. Based on the circumstances, there would be no impacts to scenic resources within a State scenic highway.

c. In non-urbanized areas, would the project substantially degrade the existing visual character or quality of the public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?

LESS THAN SIGNIFICANT. The project is located in an urbanized area with primarily heavy and light industrial land uses. Zoning designations within a half mile of the proposed project are medium density, planned development, neighborhood commercial, moderate density multiple dwelling, high density residential, residential duplex, low density multiple dwelling, and thoroughfare commercial. Utility lines are an accepted use in these zoning designations.

The proposed project does not include grading. In the short term, the presence of equipment and vehicles may be noticeable to the nearby businesses and residents and travelers on local roads. However, construction activities would be temporary. While the proposed project would not be underground (as encouraged by Policy 5.3.1-P28 of the City of Santa Clara General Plan [2014]), the new proposed 60 kV transmission line would be consistent with the dominant visual character of the area, which has been established by the existing buildings, streets, light standards, trees, overhead transmission lines, and other urban and industrial elements in the project area. Some segments of the new 60 kV transmission line would replace existing distribution power lines and/or telecommunication lines and therefore would result in a minor change to the existing visual character or quality of the site and its surroundings with the replacement of the wooden transmission line poles with tubular steel poles.

Vegetation management and tree removal would not be noticeable in the long term within the overall landscape, due to the industrial character of the local vicinity and tree replacement, as required by the City of Santa Clara (see Section 5.4, Biological Resources) and encouraged by Policy 5.3.1-P27 of the City of Santa Clara General Plan (2014). Work areas where vegetation management and/or tree trimming would occur are expected to revegetate naturally due to the limited disturbance. Upon project completion, all project equipment and materials would be removed from the project area. In addition to tree replacement, site restoration may include repairing any damage to sidewalks, paved parking areas, or curbs and may also be needed in landscaped planters and lawns.

The proposed project, located in an urbanized area, would be consistent with applicable zoning, regulations and the majority of the applicable policies of the City of Santa Clara General Plan, as noted in Section 5.1.1 and in Section 5.11 (Land Use); thus, the impact would be less than significant.

d. Would the project create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

NO IMPACT. The proposed project construction activities would occur during daylight hours and would not include nighttime work that would necessitate the use of lighting within work areas. No new lighting or sources of glare are proposed; therefore, no impact would occur.

5.2 Agriculture and Forestry Resources

AGRICULTURE AND FORESTRY RESOURCES

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment Project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. **Would the project:**

	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Conflict with existing zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Result in the loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Significance criteria established by CEQA Guidelines, Appendix G.

5.2.1 Setting

The proposed project is located in a developed, industrial area and there is no agricultural activity or forestry resources along the proposed project route. The project area is not zoned for agricultural or forestry uses by the City of Santa Clara, nor is there agricultural or forestry activity in the vicinity of the proposed route (City of Santa Clara, 2014). The surrounding lands are designated as Urban and Built-Up Land under the California Department of Conservation (DOC) Farmland Mapping and Monitoring Program (FMMP), which identifies various categories of farmland throughout the State (DOC, 2016). The properties in the areas along the proposed project route are also not under California Land Conservation Act of 1965 (referred to as the Williamson Act) contracts (DOC, 2017). The Williamson Act allows counties to enter into contracts with private landowners for the purpose of restricting specific parcels of land to agricultural or related open space use in return for a reduction in assessed property taxes.

Regulatory Background

This section includes a description of the agriculture and forestry resources regulatory framework. There are no federal or local regulations associated with agriculture and forestry resources that are relevant to the proposed project.

State

Farmland Mapping and Monitoring Program (FMMP). The FMMP was established in 1982 to identify various categories of farmland throughout California and to assess the location, quantity, and quality of agricultural lands and conversion of these lands to other uses. Every even-numbered year, FMMP issues a Farmland Conversion Report. FMMP data are used in elements of some county and city general plans, in regional studies on agricultural land conversion, and in environmental documents as a way of assessing project-specific impacts on Prime Farmland.

The DOC classifies lands as follows (DOC, 2016):

- **Prime Farmland:** Land that has the best combination of physical and chemical properties for the production of crops
- **Farmland of Statewide Importance:** Similar to Prime Farmland, but with minor shortcomings (e.g., steeper slopes, inability to hold water)
- **Unique Farmland:** Land of lesser quality soils, but recently used for the production of specific high economic value crops. Land is usually irrigated, but may include non-irrigated orchards or vineyards as found in some climatic zones in California
- **Farmland of Local Importance:** Land essential to the local agricultural economy
- **Grazing Land:** Land on which existing vegetation is suitable for livestock grazing.
- **Urban and Built-Up Land:** Land that is occupied by buildings or other structures at a minimum density of one unit to 1.5 acres (or approximately six structures to 10 acres). These lands are used for development purposes, including residential, commercial, industrial, construction, public administration, institutional, transportation yards, airports, cemeteries, golf courses, sewage treatment, sanitary landfills, and water control structures.
- **Other Land:** Land that is not in any other map category, such as waterbodies smaller than 40 acres; low density rural developments; confined livestock, poultry, or aquaculture facilities; and brush, timber, wetland, and riparian areas not suitable for livestock grazing.
- **Water:** Perennial waterbodies that are a minimum of 40 acres.

Williamson Act. The Williamson Act is intended to help preserve farmland by allowing counties to enter into contracts with private landowners for the purpose of restricting specific parcels of land to agricultural or related open space use in return for a reduction in assessed property taxes. The contracted land is then restricted to agricultural and compatible uses through a rolling-term, 10-year contract between the private land owner and the local government, which has the discretion to determine uses compatible with Williamson Act enrollment. As stated in Section 51222 of the California Government Code, the minimum acreage requirement for individual parcels to enter into Williamson Act contracts is 100 acres.

5.2.2 Environmental Impacts and Mitigation Measures

- a. *Would the project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as Shown on the Maps Prepared Pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to Non-agricultural use?***

NO IMPACT. The proposed project route and all of the land in the route vicinity are designated as Urban and Built-Up Land on the FMMP maps and are not designated Farmland. Agriculture is not practiced in the area. The proposed project would not result in conversion of Farmland to non-agricultural use.

- b. *Would the project conflict with existing zoning for agricultural use, or a Williamson Act contract?***

NO IMPACT. The City of Santa Clara does not participate in the Williamson Act. There is no designated zoning for agricultural use, and the City of Santa Clara General Plan does not include an Agriculture Element. The proposed project route would not conflict with zoning for agricultural use.

- c. *Would the project conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?***

NO IMPACT. The proposed project route is in an urban area and is not forested. The proposed project would not conflict with zoning for forest land, timberland, or timber production.

- d. *Would the project result in the loss of forest land or conversion of forest land to non-forest use?***

NO IMPACT. The proposed project would not affect any forest land since the proposed route is located in an urban area that is not forested. There would be no conversion of forest land to non-forest use.

- e. *Would the project involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland to non-agricultural use?***

NO IMPACT. There is no Farmland, agriculture, or forestland along or near the proposed project route. The proposed project would not result in changes in the environment that would result in the conversion to non-agricultural or non-forest uses.

5.3 Air Quality

AIR QUALITY

Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. **Would the project:**

	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
a. Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable Federal or State ambient air quality standard?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Significance criteria established by CEQA Guidelines, Appendix G.

5.3.1 Setting

Air Basin. The project would be in the San Francisco Bay Area air basin in the jurisdiction of the Bay Area Air Quality Management District (BAAQMD), which regulates sources of air pollution and the programs to improve air quality in the region. The San Francisco Bay Area air basin is characterized by complex terrain, consisting of coastal mountain ranges, inland valleys, and bays, which distort normal wind flow patterns. The Coast Range splits resulting in a western coast gap, the Golden Gate, and an eastern coast gap, the Carquinez Strait, which allow air to flow in and out of the Bay Area air basin and California's Central Valley (BAAQMD, 2017).

Criteria Air Pollutants. Air quality is determined by measuring ambient concentrations of certain criteria air pollutants. The criteria pollutants are ozone, respirable particulate matter (PM₁₀), fine particulate matter (PM_{2.5}), carbon monoxide (CO), nitrogen dioxide (NO₂), sulfur dioxide (SO₂), and lead. Ozone is an example of a secondary pollutant that is not emitted directly from a source (e.g., an automobile tailpipe), but it is formed in the atmosphere by chemical and photochemical reactions. Reactive organic gases (ROG), including volatile organic compounds (VOC), are regulated as precursors to ozone formation.

The California Air Resources Board (ARB) and the U.S. Environmental Protection Agency (U.S. EPA) have independent authority to develop and establish health-protective ambient air quality standards, although the different legislative and scientific contexts cause some diversity between State and Federal standards currently in effect in California. The monitored levels of the pollutants are compared to the current National and California Ambient Air Quality Standards (NAAQS and CAAQS) to determine degree of existing air quality degradation. The standards currently in effect in California are shown in Table 5.3-1.

Table 5.3-1. National and California Ambient Air Quality Standards

Pollutant	Averaging Time	California Standards	National Standards
Ozone	1-hour	0.09 ppm	—
	8-hour	0.070 ppm	0.070 ppm
Respirable Particulate Matter (PM ₁₀)	24-hour	50 µg/m ³	150 µg/m ³
	Annual Mean	20 µg/m ³	—

Table 5.3-1. National and California Ambient Air Quality Standards

Pollutant	Averaging Time	California Standards	National Standards
Fine Particulate Matter (PM _{2.5})	24-hour	—	35 µg/m ³
	Annual Mean	12 µg/m ³	12.0 µg/m ³
Carbon Monoxide (CO)	1-hour	20 ppm	35 ppm
	8-hour	9.0 ppm	9 ppm
Nitrogen Dioxide (NO ₂)	1-hour	0.18 ppm	0.100 ppm
	Annual Mean	0.030 ppm	0.053 ppm
Sulfur Dioxide (SO ₂)	1-hour	0.25 ppm	0.075 ppm
	24-hour	0.04 ppm	0.14 ppm
	Annual Mean	—	0.030 ppm

Notes: ppm=parts per million; µg/m³= micrograms per cubic meter; "—" =no standard
Source: ARB (<http://www.arb.ca.gov/research/aaqs/aaqs2.pdf>), May 2016.

Ambient Air Quality Attainment Status and Air Quality Plans. The U.S. EPA, ARB, and the local air district classify an area as attainment, unclassified, or nonattainment, and these designations dictate the air quality management planning activities needed make future air pollutant reductions. The classification depends on whether the monitored ambient air quality data show compliance, insufficient data available, or non-compliance with the ambient air quality standards, respectively. Table 5.3-2 summarizes attainment status in the San Francisco Bay Area air basin for the criteria pollutants in comparison with both the state and federal standards.

Table 5.3-2. Attainment Status for San Francisco Bay Area

Pollutant	California Designation	Federal Designation
Ozone (1-hour)	Nonattainment	No Federal Standard
Ozone (8-hour)	Nonattainment	Nonattainment
PM ₁₀	Nonattainment	Unclassified/Attainment
PM _{2.5}	Nonattainment	Nonattainment
CO	Attainment	Attainment
NO ₂	Attainment	Unclassified/Attainment
SO ₂	Attainment	Unclassified/Attainment

Source: BAAQMD, 2017.

Toxic Air Contaminants. Toxic air contaminants (TACs) are air pollutants that may lead to serious illness or increased mortality, even when present in relatively low concentrations. Potential human health effects of TACs include birth defects, neurological damage, cancer, and death. There are hundreds of different types of TACs with varying degrees of toxicity. Individual TACs vary greatly in the health risk they present; at a given level of exposure, one TAC may pose a hazard that is many times greater than another's. TACs do not have ambient air quality standards, but are regulated by the local air districts using a risk-based approach. The project would not be considered a stationary source subject to risk assessment programs. Diesel particulate matter (DPM) is classified as a TAC, and statewide and local programs focus on managing this pollutant through motor vehicle fuels, engine, and tailpipe standards because many toxic compounds adhere to diesel exhaust particles.

Sensitive Receptors. Residential areas, day care centers, hospitals, and schools are some examples of sensitive receptors. The BAAQMD defines sensitive receptors as facilities or land uses that include members of the population that are particularly sensitive to the effects of air pollutants, such as children, the elderly, and people with illnesses (BAAQMD, 2017).

Regulatory Background

U.S. EPA/ARB Off-Road Mobile Sources Emission Reduction Program. The California Clean Air Act mandates that ARB achieve the maximum degree of emission reductions from all off-road mobile sources in order to attain the state ambient air quality standards. Off-road mobile sources include construction equipment. The earliest (Tier 1) standards for large compression-ignition engines used in off-road mobile sources became effective in California in 1996. Since then, the Tier 3 standards for large compression-ignition engines used in off-road mobile sources went into effect in California for most engine classes in 2006, and Tier 4 or Tier 4 Interim (4i) standards apply to all off-road diesel engines model year 2012 or newer. These standards and ongoing rulemaking jointly address emissions of nitrogen oxides (NOx) and toxic particulate matter from diesel combustion. The California Emission Standards for Off-Road Compression-Ignition Engines are as specified in California Code of Regulations (CCR) Title 13, Division 3, Chapter 9, Article 4, Section 2423.

ARB Portable Equipment Registration Program (PERP). This program allows owners or operators of portable engines and associated equipment commonly used for construction or farming to register their units under a statewide portable program that allows them to operate their equipment throughout California without having to obtain individual permits from local air districts.

ARB Airborne Toxic Control Measures (ATCM). Diesel engines on portable equipment and vehicles are subject to various ATCM that dictate how diesel sources must be controlled statewide. For example, the ATCM to Limit Diesel-Fueled Commercial Motor Vehicle Idling generally limits idling of commercial motor vehicles (including buses and trucks) within 100 feet of a school or residential area for more than five consecutive minutes or periods aggregating more than five minutes in any one hour (13 CCR, Chapter 10, Section 2485). Diesel engines used in portable equipment fleets are subject to stringent DPM emissions standards, generally requiring use of only newer engines or verified add-on particulate filters (17 CCR Section 93116).

City of Santa Clara General Plan. The General Plan includes one relevant policy taken from the Air Quality Goals and Policies section, as follows. Air Quality Policy 5.10.2-P6: Require “Best Management Practices” for construction dust abatement.

BAAQMD CEQA Guidelines Thresholds of Significance. The BAAQMD developed the following thresholds as recommendations for use in the CEQA process. For construction-related criteria air pollutant emissions, construction of a project may cause a significant impact if it would:

- Emit more than 54 pounds per day (lb/day) of reactive organic gases (ROG) or volatile organic compounds (VOC);
- Emit more than 54 lb/day of nitrogen oxides (NOx);
- Emit more than 82 lb/day of PM10 from exhaust; or
- Emit more than 52 lb/day of PM2.5 from exhaust.

Similar thresholds exist for a project during operation along with a threshold for localized concentrations of CO greater than 9.0 ppm (8-hour average) or 20.0 ppm (1 hour average). For PM10 and PM2.5 related to construction fugitive dust, the BAAQMD recommends that every project should include best management practices rather than achieve specific fugitive dust emissions thresholds. The basic construction emissions control measures appear in the BAAQMD CEQA Guidelines (BAAQMD, 2017).

5.3.2 Environmental Impacts and Mitigation Measures

a. Would the project conflict with or obstruct implementation of the applicable air quality plan?

NO IMPACT. The BAAQMD is the primary agency responsible for managing local air quality and administering other California and federal programs ensuring implementation of the air quality management plan. The 2017 Bay Area Clean Air Plan is the BAAQMD's current plan to achieve state and national ambient air quality standards, comply with California and federal air quality planning requirements, and maintain healthy air in the San Francisco Bay Area.

The BAAQMD recommends evaluating whether local long-range plans: (a) support the primary goals of the 2017 Clean Air Plan; (b) include relevant control measures; and (c) do not interfere with implementation of 2017 Clean Air Plan control measures. The BAAQMD's 2017 Clean Air Plan anticipates that electricity consumption and demand for electricity will increase as a result of economic and demographic growth and due to increased electrification, caused by shift energy demand away from fossil fuels. The project would modify the existing SVP infrastructure to improve the electric transmission system. By improving the delivery of electricity, the project would support the primary goals of the 2017 Clean Air Plan. No control measures from the plan would be directly applicable to the project, and the project would not disrupt or hinder implementation of any plan control measures.

Additionally, a project could be inconsistent with the applicable air quality management plan or attainment plan if it could cause population and/or employment growth or growth in vehicle-miles traveled in excess of the growth forecasts included in the air quality attainment plan. The project would not require any new permanent full-time or part-time staff after construction is complete. Therefore, the project would not conflict with or obstruct implementation of the applicable air quality plan. No impact would occur, and no mitigation is required.

b. Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?

LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED – CONSTRUCTION. The construction-related increase in air pollutant emissions would occur in the regional context of the San Francisco Bay Area air basin that is currently designated as "nonattainment" for ozone, PM10, and PM2.5 (Table 5.3-2, Attainment Status for San Francisco Bay Area).

The thresholds of significance (BAAQMD, 2017) recommended by the BAAQMD define mass emission rates that represent a potentially significant net increase for ozone precursor emissions (NO_x or VOC) or exhaust emissions of particulate matter (PM10 and PM2.5). For construction dust, the BAAQMD recommends a qualitative approach emphasizing implementation of effective emissions control measures that avoid causing a cumulatively considerable net increase. The qualitative approach to reducing dust reflects the nature of construction phase emissions that are generally short-term in duration. For this project, construction emissions would cease at the conclusion of the 6-month construction duration.

The proposed activities include mobilizing construction equipment, crews, and materials, excavating holes for poles, installing concrete pier foundations, installing poles and wire stringing. These activities during construction would generate emissions along the proposed transmission line segments, at the proposed staging and work areas, within the modified substation sites, and along the roadways used to access these locations. Construction emissions would be caused by exhaust from vehicles and equipment (e.g., ozone precursors [volatile organic compounds and NO_x], CO, and particulate matter [PM10 and PM2.5]) and fugitive dust/particulate matter from ground-disturbing activities. Diesel and gasoline-powered

construction equipment at work sites would include trucks for linework, lifts, delivery, concrete, water and work crews, backhoes, loaders, drill rigs, cranes, and small welders, pumps and generators. Outside of work sites, exhaust emissions would be caused by vehicles transporting equipment and supplies to the sites, trucks removing debris, and workers commuting to and from work sites.

Project-related construction emissions calculations rely on factors from the ARB EMFAC2014 model and other databases embedded in the California Emissions Estimator Model (CalEEMod; v.2016.3.2). The detailed emission calculations are based on the proposed workforce and types of equipment (see Project Description, Section 4.10.4.8). The activity details modeled and the results are summarized in the CalEEMod output files (see Appendix F).

Table 5.3-3 shows that with implementation of basic control measures, construction-related criteria air pollutants would not exceed thresholds that indicate cumulatively considerable levels. Therefore, construction of the project would not result in a cumulatively considerable net increase of any criteria pollutants for which the project region is in nonattainment, and the construction impacts with mitigation would be less than significant under this criterion.

Table 5.3-3. Estimated Maximum Daily Construction Emissions (lb/day)

	NO _x	VOC	PM ₁₀ (exhaust)	PM _{2.5} (exhaust)	CO	SO ₂
Maximum Daily Construction Emissions	47.6	5.2	2.4	2.2	44.1	0.1
Threshold of Significance	54	54	82	82	None	None

Source: See Appendix F.

Concurrent construction of other projects in close proximity to the project could result in increased local air quality impacts for the duration of simultaneous construction activities (Section 5.22). Emissions generated by project construction would be temporary and variable and would be similar in nature to emissions from other typical and nearby construction activities. Simultaneous construction of other cumulative projects in close proximity to the project would be likely to implement general BAAQMD recommendations for minimizing air quality impacts. All activities must comply with BAAQMD rules regarding dust control.

To ensure that project construction-related emissions of dust would not cause a cumulatively considerable net increase, basic construction emissions control strategies are drawn from BAAQMD guidance (BAAQMD, 2017), and these strategies represent “Best Management Practices” consistent with City of Santa Clara air quality policies. The recommended emissions control measures appear in Mitigation Measure AQ-1.

With the implementation of Mitigation Measure AQ-1, construction emissions would not exceed the significance thresholds. With mitigation, construction-related emissions would not substantially contribute to any air quality violation, and this impact would be less than significant.

Mitigation Measures for Construction-Phase Air Quality

AQ-1 Implement Basic Construction Air Quality Mitigation. The project shall ensure that basic construction emissions control measures are implemented as “Best Management Practices,” as follows:

- All exposed soil surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.
- All haul trucks transporting soil, sand, or other loose material off-site shall be covered.
- All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
- All vehicle speeds on unpaved roads shall be limited to 15 mph.
- All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
- Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.
- All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.
- Post a publicly visible sign with the telephone number and person to contact at SVP regarding dust complaints. This person shall respond and take corrective action within 48 hours. The BAAQMD's phone number shall also be visible to ensure compliance with applicable regulations.

LESS THAN SIGNIFICANT – OPERATIONS AND MAINTENANCE. Operational emissions would be limited to the vehicle and equipment used for periodic maintenance, repair, and inspection of the project components. Monitoring and control functions for the new facilities would be connected to the existing SVP systems by telecommunications. SVP's existing local maintenance and operations group would assume monitoring and control duties and maintenance, inspection, and security roles, as needed. No additional staff would be hired by SVP after the project is energized and placed into service. O&M activities would not result in a notable net increase in emissions, and operation would not result in a cumulatively considerable net increase of any criteria pollutant. Accordingly, this impact would be less than significant, and no mitigation would be required during operations.

c. Would the project expose sensitive receptors to substantial pollutant concentrations?

LESS THAN SIGNIFICANT. Construction would generate toxic air contaminants routinely found in the exhaust of gasoline powered motor vehicles and of diesel-fueled equipment, including diesel particulate matter (DPM). The project would not involve any permanent or stationary sources of air pollution, but construction of the transmission line segments and distribution power poles would temporarily bring construction equipment into the project area, with land uses that are primarily heavy and light industrial. The locations of the proposed transmission segments would not be adjacent to any sensitive receptors. However, the area includes a diverse range of general plan designations within 0.5-mile of the project, including areas with medium density residential, very low density residential, and community-serving parks/open space. The only residences in the project vicinity are west of Lafayette Street at its intersection with Memorex Drive, on the opposite side of the Lafayette Street and just over 100 feet from the proposed transmission line route. Project-related staging areas and work areas would be at least 100 feet from land uses containing sensitive receptors.

Short-term emissions associated with construction would be distributed across the various staging and work areas and the activities would be variable in sequence and timing. The proposed activities include mobilizing construction equipment, crews, and materials, excavating holes for poles, installing concrete pier foundations, installing poles and wire stringing. The equipment would need to frequently move between work areas and spend only a limited amount of time in use at any one location over the 6-month construction duration. For any single location, the emissions would not occur for long, and this minimizes the potential that any location would be exposed to substantial pollutant concentrations.

Construction contractors would control dust according to avoid creating nuisance conditions and would achieve feasible levels of control of diesel exhaust. Implementing best practices would minimize the emissions of pollutants, including DPM or other toxic air contaminants. Measures to limit idling times and properly maintain equipment would reduce this construction phase emissions to levels below the applicable thresholds of significance, and the best practices would ensure that receptors would not be exposed to substantial concentrations. During project operations, emissions would result from limited use of vehicles for routine maintenance, repair, and inspection that would not expose sensitive receptors to substantial concentrations of air pollutants. Impacts under this criterion would be less than significant and no mitigation is required.

d. Would the project result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?

LESS THAN SIGNIFICANT. The project would not include any sources likely to create objectionable odors. Construction would involve the temporary use of vehicles and construction equipment and materials, such as fuels and lubricants, that may generate intermittent, minor odors. Emissions of this nature would occur briefly during construction and would cease as the construction activity would move between work areas. There would be no notable impact of objectionable odors affecting a substantial number of people. This impact would be less than significant, and no mitigation is required.

5.4 Biological Resources

BIOLOGICAL RESOURCES

Would the project:

	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or State habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Significance criteria established by CEQA Guidelines, Appendix G.

5.4.1 Setting

This section describes the existing biological resources that occur in the proposed project area. It includes a description of the existing biotic environment, including common plants and wildlife, sensitive habitats, special-status species and their locations in relation to the proposed project. The following section (Section 5.4.2) presents an analysis of potential impacts to biological resources and, where necessary, specifies mitigation measures to reduce potential impacts to less-than-significant levels.

The proposed project would be located in the northeast area of the City of Santa Clara adjacent to the west side of San Jose International Airport. The route would pass through primarily heavy and light industrial areas. Where the route follows roadways, there are some landscaped areas and some highly disturbed non-native grassland strips. The landscaped areas include ornamental bushes and trees. The portion of the route along the railroad right-of-way is highly disturbed with some ruderal vegetation. For the purposes of this analysis, the “proposed project area,” the “project area,” or the “project route” refers to the footprint that would be directly affected by the project and the immediate vicinity of the project footprint.

Information used in preparing this section was derived from:

- Review of California Department of Fish and Wildlife (CDFW, formerly California Department of Fish and Game) California Natural Diversity Database (CNDDDB) for 5 miles surrounding the project route (CNDDDB, 2019);
- Review of California Native Plant Society (CNPS) Online Inventory of Rare and Endangered Plants for 5 miles surrounding the project route (CNPS, 2019); and
- Review of CEQA documents and reports for projects located near the project area: 1890 El Camino Real Mixed-Use Development Project MND (City of Santa Clara, 2016a); Building V5 Data Center Project Proposed MND (City of Santa Clara, 2016b); Norman Y. Mineta San Jose International Airport Burrowing Owl Monitoring and Management Annual Report (Klosterman, 2014).

Vegetation Communities

Vegetation in the project area includes landscaping along city streets, which primarily consists of ornamental shrubs and trees, and highly disturbed habitat. Vegetation community classifications generally follow Holland (1986), as modified by Oberbauer et al. (2008). The project area supports two vegetation communities and cover types: Developed/Disturbed Habitat and Urban/Developed/Landscape/Ornamental/Bare Ground; which can be described as being the same.

Developed/Disturbed

Developed/disturbed areas, including landscaping, have been physically altered to an extent that native vegetation communities are no longer supported (Oberbauer et al., 2008). Developed/disturbed areas occur throughout the project area, and include paved roads, bare ground associated with disturbance or development, buildings, paved parking lots, road medians and roadsides, railroad tracks and right-of-way, and landscaped areas.

An initial tree survey for the project was completed by Kramer Botanical in November 2017 and resulted in a Draft Arborist Report dated January 2018 (Kramer, 2018). The preliminary report included the proposed project's Preferred Alignment at the time, selected Existing Alignments where trees could be impacted by project activities, as well as potential Alternative Alignments being considered for the project. An updated tree survey conducted in August 2019 and the revised report incorporates the project's final Preferred Alignment (proposed project), including an Existing Alignment where the existing 60 kV line would be reconducted and trees could be impacted by the project. The 2019 Arborist Report includes the following: an inventory of trees within and immediately adjacent to proposed project boundaries, a general assessment of health/condition for each tree surveyed, and an initial assessment of project impacts to trees within the project area (Kramer, 2019). The 2019 Arborist Report is included in Appendix D (Tree Survey Report) of this IS/MND.

A total of 317 trees along the Project Alignment were documented in the tree survey (see Table 1 of Arborist Report in Appendix D for specific tree number by location). There are 36 different tree species documented in the Arborist Report; however, four species dominated the list accounting for 62 percent of all trees documented, including: American sycamore (*Platanus occidentalis*); purple-leaf plum (*Prunus cerasifera* "Atropurpurea"); coast redwood (*Sequoia sempervirens*); and Mexican fan palm (*Washington robusta*). Of the 36 tree species documented, only coast redwood is native to the Bay Area (Kramer, 2019).

Tree health and condition was also assessed and included in the Arborist Report (Kramer, 2019). It was found that 73 percent of all trees documented for the report are rated in "good" condition, 21 percent are

in “fair” condition, and only 2 percent are in “poor” condition. Dead trees included 4 purple-leaf plumbs and 1 European white birch.

Special-Status Plants and Animals

Special-status species include those listed, proposed for listing, or candidates for listing as threatened or endangered under the federal or State Endangered Species Acts, are California Species of Special Concern, and other species identified by USFWS, CDFW, or another agency as unique or rare. CNDDDB records identify 37 special-status species within 5 miles of the proposed project area (see Appendix E of this IS/MND). Based on a reconnaissance site visit and literature review, there are no special-status plants or animals in the project area due to the lack of habitat in this highly urbanized industrial environment. Animals would include urban adapted birds and mammals such as raccoon, skunk, and opossum.

Burrowing Owl

Burrowing owls are known to occupy the nearby fields of the Norman Y. Mineta San Jose International Airport. However, the project area is highly developed and lacks suitable habitat for this species.

Nesting Birds

A variety of birds may nest in the project area. Nests may be built in trees or other vegetation, on the ground, or on adjacent structures. Nesting birds are protected under the Migratory Bird Treaty Act (MBTA) as well as California Fish and Game Code.

Jurisdictional Waters

There are no jurisdictional waters or features within the project area.

Regulatory Background

Federal

Federal Endangered Species Act of 1973 (16 U.S.C. § 1538). The federal Endangered Species Act (FESA) designates and provides for protection of threatened and endangered plant and wildlife species and their critical habitat. “Take” of a federally listed species is prohibited without the appropriate permits, which may be obtained through Section 7 consultation (between federal agencies) or a Section 10 Habitat Conservation Plan.

Migratory Bird Treaty Act (16 U.S.C. §§ 703–711). The Migratory Bird Treaty Act (MBTA) of 1918 protects all migratory birds. Birds protected under the MBTA include all native waterfowl, shorebirds, hawks, eagles, owls, doves, and other common birds such as ravens, crows, sparrows, finches, swallows, and others, including their body parts (for example feathers and plumes), active nests, and eggs. A complete list of protected species is found at 50 CFR 10.13. Enforcement of the provisions of the MBTA is the responsibility of USFWS.

Clean Water Act (33 USC §§ 1251-1376). The Clean Water Act (CWA) regulates the chemical, physical, and biological integrity of the nation’s waters. Section 401 of the CWA requires that an applicant obtain State certification for discharge into waters of the United States. The Regional Water Quality Control Boards administer the certification program in California. Section 404 of the CWA established a permit program, administered by the U.S. Army Corps of Engineers, to regulate the discharge of dredged or fill material into waters of the United States, including wetlands.

State

CEQA Guidelines § 15380

Enacted in 1970, CEQA requires an applicant to fully disclose environmental impacts before issuance of a permit by state and local agencies. State CEQA Guidelines Section 15380(b) articulates the classifications of species to be analyzed under CEQA. In general, impacts to plants or their habitat having a California Rare Plant Rank of 1A (plants presumed extirpated in California and either rare or extinct elsewhere), 1B (plants rare, threatened, or endangered in California and elsewhere), 2A (plants presumed extirpated in California, but common elsewhere), 2B (plants rare, threatened, or endangered in California), or 3 (plants about which more information is needed — a review list) must be analyzed during preparation of the environmental documents relating to CEQA. According to the California Native Plant Society's (CNPS) Rare Plant Program, species with these California Rare Plant Rank rankings meet the definition of "rare and endangered" under the CEQA Guidelines.

California Endangered Species Act (CESA) (CFGC §§ 2050-2098). Sections 2050-2098 of the California Fish and Game Code (CFGC) prohibit the take of state-listed endangered and threatened species unless specifically authorized by CDFW. The state definition of "take" is to hunt, pursue, catch, capture, or kill a member of a listed species or attempt to do so. CDFW administers the California Endangered Species Act (CESA) and authorizes take through permits or memoranda of understanding issued under Section 2081 of CFGC or through a consistency determination issued under Section 2080.1. A consistency determination allows CDFW to authorize a project to proceed if that agency agrees with terms and conditions developed for a federal Biological Opinion and Incidental Take Permit. Section 2090 of CFGC requires state agencies to comply with threatened and endangered species protection and recovery and to promote conservation of these species.

Fully Protected Species (CFGC §§ 3511, 4700, 5050, and 5515). CFGC designates certain animal species as "fully protected" under Sections 3511 (birds), 4700 (mammals), 5050 (reptiles and amphibians), and 5515 (fish). "Take" permits for fully protected species may only be issued for fully protected species that are "covered" species in a Natural Community Conservation Plan (NCCP). Fully protected species in the San Francisco Bay Area include species such as the California clapper rail (*Rallus longirostris obsoletus*), brown pelican (*Pelecanus occidentalis*), and peregrine falcon (*Falco peregrinus*).

CFGC Protection for Birds (CFGC § 3503 et seq.). CFGC Section 3503 states that it is unlawful to take, possess, or needlessly destroy the nest or eggs of any bird, except as otherwise provided by this code or any regulation made pursuant thereto. Section 3503.5 makes it unlawful to take, possess, or destroy any birds of prey or to take, possess, or destroy the nest or eggs of any such bird. Section 3513 makes it unlawful to take or possess any migratory non-game birds designated under the MBTA, except as provided by rules and regulations adopted under the MBTA.

California Species of Special Concern. "Species of Special Concern" is a designation assigned by the CDFW to species it considers at risk. Species of Special Concern meet one or more of the following criteria: (1) is extirpated from the State or, in the case of birds, in its primary seasonal or breeding role; (2) is federally, but not State, listed as threatened or endangered; meets the State definition of threatened or endangered but has not formally been listed; (3) is experiencing, or formerly experienced, serious (noncyclical) population declines or range retractions (not reversed) that, if continued or resumed, could qualify it for State threatened or endangered status; (4) has naturally small populations exhibiting high susceptibility to risk from any factor(s), that if realized, could lead to declines that would qualify it for State threatened or endangered status. "Species of Special Concern" is an administrative designation intended to focus attention on at-risk species during environmental review and conservation planning. Species of Special

Concern should be considered during the environmental review process. CEQA (California Public Resources Code §§ 21000-21177) requires state agencies, local governments, and special districts to evaluate and disclose impacts from “projects” in the state. Because Section 15380 of the CEQA Guidelines defines endangered, rare or threatened species to include species which meet criteria consistent with the criteria required for listing under the federal and/or state endangered species acts regardless of whether such species are formally listed, Species of Special Concern are appropriately considered in the analysis of project impacts.

Porter-Cologne Water Quality Control Act (Water Code Section 13000 et seq.) This act regulates surface water and groundwater and assigns responsibility for implementing federal CWA Section 401. It established the State Water Resources Control Board (SWRCB) and nine Regional Water Quality Control Boards (RWQCBs) to protect State waters.

Local

City of Santa Clara General Plan. The City of Santa Clara General Plan was adopted on November 16, 2010, and updated on December 9, 2014. The General Plan goals and policies pertaining to the biological resources are listed below.

Conservation Goals

- Conservation Goal 5.10.1-G1: The protection of fish, wildlife and their habitats, including rare and endangered species.
- Conservation Goal 5.10.1-G2: Conservation and restoration of riparian vegetation and habitat.

Conservation Policies

- Conservation Policy 5.3.1-P10: Provide opportunities for increased landscaping and trees in the community, including requirements for new development to provide street trees and a minimum 2:1 on- or off-site replacement for trees to be removed as part of the proposal to help increase the urban forest and minimize the heat island effect.
- Conservation Policy 5.10.1-P1: Require environmental review prior to approval of any development with the potential to degrade the habitat of any threatened or endangered species.
- Conservation Policy 5.10.1-P2: Work with Santa Clara Valley Water District and require that new development follow the “Guidelines and Standards for Lands Near Streams” to protect streams and riparian habitats.
- Conservation Policy 5.10.1-P3: Require preservation of all City-designated heritage trees listed in the Heritage Tree Appendix 8.10 of the General Plan (see Appendix C of the Arborist Report).
- Conservation Policy 5.10.1-P4: Protect all healthy cedars, redwoods, oaks, olives, bay laurel and pepper trees of any size, and all other trees over 36 inches in circumference measured from 48 inches above-grade on private and public property as well as in the public right-of-way.
- Conservation Policy 5.10.1-P5: Encourage enhancement of land adjacent to creeks in order to foster the reinstatement of natural riparian corridors where possible.
- Conservation Policy 5.10.1-P11: Require use of native plants and wildlife-compatible non-native plants, when feasible, for landscaping on City property.

- Conservation Policy 5.10.1-P12: Encourage property owners and landscapers to use native plants and wildlife-compatible non-native plants, when feasible.

5.4.2 Environmental Impacts and Mitigation Measures

- a. *Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?*

LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED.

Special-Status Plants

As described above, the proposed project area is in a highly developed urban area and does not include suitable habitat for any special-status plant species.

Special-Status Wildlife

Based on a reconnaissance site visit and literature review, there are no special-status plants or animals in the project area due to the lack of habitat in this highly urbanized industrial environment. Animals would include urban adapted birds and mammals such as raccoon, skunk, and opossum.

Nesting Birds

A variety of common birds may nest within the project area and in adjacent areas. Nests may be built in trees or other vegetation or on the ground, or on adjacent structures. Birds may also attempt to nest in construction materials or on idle construction equipment.

Nesting birds are protected under the MBTA as well as California Fish and Game Code. Further, raptors (e.g., eagles, hawks, and owls) and their nests are protected under both federal and State regulations. California Fish and Game Codes Section 3503 prohibits the needless destruction of the nest, eggs, or young of any bird covered under the MBTA and Section 3503.5 prohibits the destruction of raptor nests, eggs, or young. Construction disturbance, including tree trimming, tree removal, and other vegetation removal (e.g., shrubs), during the breeding season and avian nesting season that regularly occurs from February 15 through August 31 could adversely impact breeding birds through the removal of potential nesting habitat (e.g., trees and vegetation), damage to nests and injury or mortality to eggs and young, and disruption of nesting behavior or care of young due to noise and disturbance during construction. Because of the urban environment, nesting birds in the project area would likely be somewhat tolerant of noise, dust, and vibration from construction. However, some construction activities in close proximity to nests may still disturb nesting birds, potentially causing nest failure.

To avoid and minimize impacts to nesting birds, SVP would implement the following mitigation measures: MM BIO-1 (Qualified Biologist), which requires a qualified biologist be assigned to the project and conduct periodic site visits, as well as be the main point of contact for construction if a bird is found injured, entrapped, or dead. MM BIO-2 (Worker Environmental Awareness Training) requires all employees on the project and would include nesting birds and protocols if an unanticipated biological resource is encountered. MM BIO-3 (Preconstruction Surveys for Nesting Birds) requires preconstruction surveys for nesting birds by a qualified biologist within 7 days prior to the start of construction (a time window that is necessary to ensure that nests are identified) if tree/vegetation trimming or removal and/or construction activities occur during the bird breeding and nesting season from February 15 through August 31. With the implementation of these measures, impacts to nesting birds would be less than significant.

Collision and Electrocutation

Power lines, communications towers, and other elevated structures are known to pose a threat to birds. The risk of bird collisions with power lines is influenced by a number of factors, including the type and size of bird, weather, visibility, season, surrounding habitat, and size, configuration, and placement of power lines (APLIC, 2012). Collisions with power lines are generally due to poor visibility of electrical lines, but collisions may also occur with other structures such as utility poles and substation structures. Collisions may occur in poor weather or visibility conditions, or when birds are startled and flushed from cover, fleeing from predators, or focused on pursuing prey.

Electrocutation can occur when a bird perches, lands or takes off from a utility pole if the animal makes contact with two conductors to complete the electrical circuit, or simultaneously contacts energized phase conductors and other equipment, or simultaneously contacts an energized wire and a grounded wire. Electrocutation on power lines is a greater potential hazard to larger birds, such as raptors, because their body size and wing span are large enough to span the distance between the conductor wires and thus complete the electrical circuit (APLIC, 2006).

To reduce potential collision and electrocutation risks to birds and bats, SVP would construct the power line in compliance with current Avian Power Line Interaction Committee (APLIC) guidelines (APLIC, 2006). These methods ensure a minimum separation between electrical components to prevent simultaneous contact and covering electrical components with protective materials to prevent contact. Implementation of APLIC guidelines would reduce impacts to birds from electrocutation and collision to a less than significant level.

Mitigation Measures for Nesting Birds

- MM BIO-1 Biological Monitoring.** A qualified biologist will be assigned to the project and will monitor the project periodically. The qualified biologist will be the point of contact for any employee or contractor who might inadvertently kill or injure a special-status species or anyone who finds a dead, injured, or entrapped individual. The qualified biologist or biological monitor shall have the authority and responsibility to halt any project activities that are not in compliance with applicable mitigation measures, APMs, permit conditions, or other project requirements, or will have an unauthorized adverse effect on biological resources.
- MM BIO-2 Worker Environmental Awareness Training.** Prior to construction, a construction employee education program will be conducted in reference to all sensitive environmental resources potentially onsite (e.g., air quality, biological resources, cultural resources, hydrology and water quality, hazardous materials) and the measures associated with their protection (i.e., MMs and applicable laws and regulations).
- MM BIO-3 Preconstruction Nesting Bird Surveys.** Preconstruction nesting bird surveys shall be conducted by a qualified biologist in the project area no more than 7 days before any work activities are performed during the nesting season (February 1 to August 31). Preconstruction nesting bird surveys are also required prior to any vegetation removals or trimming during the nesting season. Surveyors will search for all potential nest types (e.g. ground, cavity, shrub/tree, structural, etc.) and determine whether the nest is active. A nest will be determined to be active if eggs or young are present in the nest. Upon discovery of active nests, appropriate impact minimization measures (e.g., buffers or shielding) will be determined and approved by the biologist. Silicon Valley Power's

biological monitor will determine the use of a buffer or shield and work may proceed based upon: acclimation of the species or individual to disturbance, nest type (cavity, tree, ground, etc.), and level and duration of construction activity.

In the unlikely event a special-status or listed species is found nesting nearby in this urban environment, CDFW and USFWS will be notified and the City of Santa Clara will be provided with nest survey results, if requested. When active nests are identified, monitoring for significant disturbance to the birds will be implemented.

b. Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

NO IMPACT. Sensitive natural communities are communities that have limited distribution statewide or within a county or region and are often vulnerable to the environmental effects of projects. There is no riparian habitat or other sensitive natural community within the proposed project area.

c. Would the project have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) either individually or in combination with the known or probable impacts of other activities through direct removal, filling, hydrological interruption, or other means?

NO IMPACT. The project area is highly urbanized and no waters or wetlands occur in the project area under the jurisdiction of USACE, RWQCB, or CDFW. Therefore, construction of the proposed project would not result in impacts to jurisdictional waters or wetlands.

d. Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of wildlife nursery sites?

LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED. The proposed project area is within a highly urbanized and industrial area and adjacent to busy roadways. However, landscaped areas and trees provide some habitat for avian foraging and breeding. As discussed under Item (a), with implementation of MM BIO-1 (Biological Monitoring), MM BIO-2 (Worker Environmental Awareness Training), and MM BIO-3 (Preconstruction Nesting Bird Surveys), direct and indirect potential impacts to avian foraging and breeding would be less than significant.

e. Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED. Of the 317 trees documented in the Arborist Report, 194 trees qualify as “protected trees” under the City of Santa Clara General Plan. Based on clearance guidelines provided by project engineers, maximum allowable tree height within 25 feet of the transmission centerline will vary between 27 feet to 35 feet above the ground. Therefore, many trees along the new transmission line and reconducted corridors would need to be pruned to create minimum clearance distances around new poles and transmission lines. In some cases, necessary transmission line clearance pruning may be extensive, altering the tree canopy to a degree that long-term health, and/or acceptable structure or aesthetics will be compromised. In such instances, removal of the tree is recommended. This may especially be the case for tall single stem trees, such as coast redwoods or Mexican fan palms near the transmission centerline. Project engineers have indicated that there may be some flexibility to adjust final design for pole locations to avoid existing trees; however, some trees will likely need to be removed for placement of new poles (Kramer, 2019).

The City of Santa Clara General Plan Conservation Policy 5.10.1-P4 states, “Protect all healthy cedars, redwoods, oaks, olives, bay laurel and pepper trees of any size, and all other trees over 36 inches in circumference measured from 48 inches above-grade on private and public property as well as in the public right-of-way” (2014). Of the 194 trees meeting this criteria in the proposed project area, removal of 24 may be required, and clearance trimming may be required for 111 trees. There are 59 protected trees in the proposed project area that would not be impacted.

This assessment of the project impacts on individual trees is a best estimate based on information available at the time of the report. Once project design is complete, a final assessment of project alignments should be conducted to confirm the actual number of protected trees removed for the project (Kramer, 2019).

No heritage trees, as listed by the City of Santa Clara General Plan Heritage Tree Appendix 8.10, are present within or immediately adjacent to the proposed project.

A Tree Protection Plan and a Tree Replacement Plan will be prepared and implemented by Silicon Valley Power as described in MM BIO-4 and MM BIO-5. The Tree Protection Plan would avoid and minimize impacts to trees, and the Tree Replacement Plan would mitigate for tree removal by replacing trees at a 2:1 ratio. These Plans will also comply with General Plan Policy 5.3.1-P10 and 5.10.1-P4 and to the satisfaction of the City Arborist; therefore, impacts will be less than significant with mitigation.

Mitigation Measures for Tree Protection and Preservation

MM BIO-4 Tree Protection Plan. A Tree Protection Plan will be developed by the project arborist and the plan shall be implemented prior to the commencement of any construction activities. The Tree Protection Plan may include, but is not limited to, designation of tree protection zones within which specific construction activities are prohibited; tree protection fencing; special requirements where grading, or vehicle traffic is necessary within a tree protection zone; and/or construction monitoring.

MM BIO-5 Tree Replacement Plan. A Tree Replacement Plan will be developed by the project arborist and submitted to the City Arborist and the Director of Community Development for review and approval. Silicon Valley Power will implement one or more of the following measures:

- Trees will be replaced as defined by General Plan Policy 5.3.1-P10 and 5.10.1-P4 and to the satisfaction of the City Arborist.
- An alternative site(s), preferably within a two-mile radius of the project site, will be identified for additional tree planting. Alternative sites may include local parks, schools, and/or street frontages.
- SVP will pay in-lieu fee per required tree replacement to the City of Santa Clara for in-lieu off-site tree planting in the community. The fee amount will be determined by the City’s adopted fee schedule at the time of receiving approval for tree removals. These funds shall be used for tree planting at the required ratio and maintenance of planted trees. A donation receipt for off-site tree planting will be provided to the Director of Community Development prior to issuance of permits.

f. Would the project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Communities Conservation Plan, or other approved local, regional, or State habitat conservation plan?

NO IMPACT. The proposed project area is outside of the Santa Clara Habitat Conservation Plan area.

5.5 Cultural Resources

CULTURAL RESOURCES

Would the project:

	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
a. Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Disturb any human remains, including those interred outside of dedicated cemeteries?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Significance criteria established by CEQA Guidelines, Appendix G.

5.5.1 Setting

This section describes the existing cultural and paleontological resources in the Project area and discusses potential impacts associated with the proposed project. Cultural resources are historic and prehistoric archaeological sites, historic-aged architectural or engineering features and structures, and places of traditional cultural significance to Native Americans and other ethnic groups. Paleontological resources include fossil plants and animals, and other evidence of past life, such as preserved animal tracks and burrows, and can include whole geologic units that are documented as containing sensitive and unique paleontological remains. Data provided by fossils contribute to proper stratigraphic interpretations, paleoenvironmental and paleoclimatic reconstructions, and to understanding evolutionary processes.

Environmental Setting

The Project site is in the City of Santa Clara, in Santa Clara County. The project area is an existing urban area surrounded by modern commercial buildings, structures, and residential developments.

Cultural Resources

A summary of the area's cultural setting is provided below and is organized according to Prehistoric and Historic Periods. The Prehistoric Period covers the era prior to sustained European contact (AD 1776), while the Historic Period covers the time subsequent to that contact. The Ethnohistoric Period is discussed in Section 5.17 (Tribal Cultural Resources).

Archaeological research in the region has been interpreted using a three-part cultural chronological sequence, that was developed by archaeologists to explain local and regional cultural change in prehistoric central California from about 4,500 BP to the time of European contact (Lillard et al., 1939; and Beardsley, 1948, 1954). This classification scheme, consisting of three horizons (i.e., Early, Transitional, and Late) has been revised although the prior nomenclature (Early, Middle, Late Horizon) and is still in common use (Fredrickson, 1994). Moratto (1984) suggests the Early Horizon dated to ca. 4,500 to 3,500/3,000 BP with the Middle Horizon dating to circa 3,500 to 1,500 BP, and the Late Horizon dating to circa 1,500 BP to Spanish contact. Prior to discussing major cultural trends within each of these Horizons, a discussion of the Paleo-Indian Period is provided.

Prehistory

Paleo-Indian Period (11,500–4,500 years before present [BP]). In the broad northern California setting, cultural resources are documented as early as early as 9,000-11,500 BP. Native American occupation and use of the Santa Clara Valley, however, is documented as beginning around 11,000 BP. Natural

environmental changes to the Bay Area landscape have occurred since humans' first arrival. Many of the landforms originally available for human habitation in prehistory were inundated as sea levels rose and flooded the Franciscan Valley, burying sites with sediments. Since the earliest systematic studies of central California and Bay Area archaeology in the 1950s, researchers have recognized that a significant portion of the archaeological record is buried in the fans and massive alluvial plains of the lowland valleys (Heizer, 1949, 1950, 1952; Heizer and Cook, 1953; Lillard et al., 1939; Meighan, 1965).

The earliest cultures of the Paleoindian/Early Holocene Period are largely contemporaneous with the Clovis and Folsom periods of the Great Plains and the southwest and generally considered to be represented by wide-ranging mobile hunters and gatherers who regularly exploited large game. Throughout California, the Paleoindian sites are most often represented by isolated fluted points. Paleoindian cultural material in the Bay Area is sparse. The Coyote Narrows (SCR-177) and Blood Alley (CA-SCL-178) sites in the Santa Clara Valley, are considered two of the oldest cultural deposits in the Bay Area and were discovered in a buried soil, dated between 11,000 and 9,500 years old (Fitzgerald and Porcasi, 2003; Hildebrandt, 1983). Their deposits, which indicate diverse resource exploitation, demonstrate that the general region was occupied throughout this time segment, but strong insight into the nature of this early occupation is still lacking.

Early Horizon (4,500–3,500 BP). The Early Horizon is characterized by a mobile forager pattern throughout the Bay Area. The milling slab and handstone, as well as a variety of large, wide-stemmed and leaf-shaped projectile points, all emerged during this period. Local Franciscan chert dominated the Early Holocene Santa Clara Valley components. The Metcalf Creek Site (SCL-178), a deeply stratified deposit in the southern Santa Clara Valley, yielded cultural materials as deep as 9 meters below the surface (Fitzgerald and Porcasi, 2003). New groundstone technology and the first cut shell beads in mortuaries signal sedentism, regional symbolic integration, and increased regional trade in the Bay Area, beginning at 3500 BP (calibrated date), signaling the end of the Early Horizon.

Middle Horizon (3,500–1,500 BP). Sites of the Middle Horizon period are more common throughout the Santa Clara Valley. These sites usually have deep, stratified deposits that contain large quantities of ash and charcoal, fire-altered rock, and fish, bird, and mammal faunal remains. The presence of significant numbers of mortars and pestles is suggestive of a growing reliance upon gathered plant foods as opposed to hunted animal foods. An increase in violence is suggested by the number of Middle Horizon burials found with projectile points embedded in the bones or with other physical markers of violence (Fitzgerald, 1993).

Late Horizon Period (1,500 BP–A.D. 1769). Sites during this time period are the most numerous and are composed of extensive midden deposits. Important mound/midden sites along the Peninsula margins include the University Village site (SMA-77), the San Bruno Mountain mound (SMA-40), and the Ynigo Mound (SCL-12/H). Several technological and social developments characterize the Late Horizon. Bow and arrow introduced replace atlatl and dart. Dietary emphasis on acorns and seeds are prevalent in the materials recovered from excavated sites. Evidence exists of a large, expansive trade system with surrounding areas to obtain valuable items and resources. Territorial boundaries became well established with evidence of distinctions in social status linked to wealth becoming increasingly common (Clark, 1989; Levy, 1978).

Archaeological information suggests a slow steady increase in the prehistoric population over time with an increasing focus on permanent settlements with large populations in later periods. This change from hunter-collectors to an increased sedentary lifestyle is due both to more efficient resource procurement as well as a focus on staple food exploitation, the increased ability to store food at village locations, and

the development of increasingly complex social and political systems including long-distance trade networks. Prehistoric site types recorded in the region consist of lithic scatters, quarries, habitation sites including main villages, bedrock mortars or other milling feature sites, petroglyph sites, and isolated burial sites.

Ethnography

A review of the ethnographic context for the project area is presented in Section 5.17, Tribal Cultural Resources.

Regional History

The Historic Period of the Santa Clara Valley is generally divided into three major periods: the Spanish period (1777–1821), the Mexican period (1822–1848), and the American period (1848–present).

Spanish Period (A.D. 1777–1821). Spanish explorers in the late 1760s and 1770s were the first Europeans to traverse the Santa Clara Valley. The first party, led by Gaspar de Portola and Father Juan Crespi, arrived in the Alviso-San Jose area in the fall of 1769. The following year, Pedro Fages led another party through the Santa Clara Valley, and in 1772 Fages returned to the same vicinity with Crespi. In 1776, the exploration party of Juan Bautista de Anza and Father Pedro Font traveled through the Santa Clara Valley. The favorable reports of Anza and Font led to the establishment of both Mission Santa Clara and the Pueblo San Jose de Guadalupe in 1777 (Hart, 1987; Winter, 1935; Cutter, 1978).

Mexican Period (A.D. 1822–1848). The Mexican revolt against Spain (1822) followed by the secularization of the missions (1834) changed land ownership patterns in the Santa Clara Valley. The Spanish philosophy of government was directed at the founding of presidios, missions, and secular towns with the land held by the Crown, whereas the later Mexican policy stressed individual ownership of the land. During the Mexican Period, vast tracts of land were granted to individuals, including former mission lands that had reverted to public domain (Broek, 1932; Hendry and Bowman, 1940; Hart, 1987).

American Period (A.D. 1848–Present). The population of the Santa Clara Valley began to expand significantly following the 1848 Gold Rush, followed later by further population expansion during the construction of the railroad to San Francisco in 1864, and the completion of the transcontinental railroad in 1869 (Findlay and Garaventa, 1983). Throughout the late nineteenth century in the Santa Clara Valley, rancho, pueblo, and mission lands were subdivided as the result of population growth, Anglo-American takeover, and the confirmation of property titles. Large cattle ranches were converted to facilitate farming varied crops, and this agricultural land-use pattern continued throughout the American Period. During this period, the first experiments with horticulture and other crops took place. After 1875, the success of many agricultural experiments and expansion of markets via rail encouraged the development of horticulture and fruit production in the Santa Clara Valley. From 1875 onward, the need for an expanding fruit market led to innovations in fruit preservation and shipping, including: drying fruit, canning fruit, and shipping fresh fruit in refrigerated cars. In turn, this created a wider economic boom that attracted new residents to the Santa Clara Valley (Broek, 1932; Winter, 1935). Within the Santa Clara Valley, the City of San Jose served as a County seat, a primary service as well as financial and social center. Since the 1990s, this agrarian land-use pattern has been gradually displaced by residential housing, commercial centers, and the development of research and manufacturing facilities associated with the electronics industry. The contemporary focus on technological advancement has resulted in the designation of the general region as the “Silicon Valley.”

Records Search

Aspen cultural resources specialists conducted a desktop cultural resources assessment of the Project area. This background research included a search of the California Historical Resources Information System, Northwest Information Center (NWIC), and online research of historic maps, images, and online archives. A complete list of online databases used during research can be found in the *Cultural Resources Identification and Evaluation for the SVP South Loop Reconfigure Project, City of Santa Clara, California* (Dyste and Noyer, 2018).

Aspen completed a visit to the NWIC, located at California State University Sonoma, to identify all previously conducted cultural resources surveys and previously recorded cultural resources in the project area. Both the desktop assessment and NWIC search included the project area and a 1/8-mile buffer around the project area boundary. The NWIC search was completed on November 17, 2017.

The results of the NWIC records search indicate that 51 previous cultural resources surveys have been completed within the project area and surrounding 1/8-mile area (see Table 5.5-1). Surveys conducted within the project area did not result in the identification of cultural resources (see page 5-9 for a discussion of relevant cultural resources).

Table 5.5-1. Previously Completed Cultural Resources Reports Within a 1/8-Mile Radius

Report No.	Author	Year	Study
S-005311	Robert Cartier and Charlene Detlefs	1980	Archaeological Evaluation of the San Jose Municipal Airport.
S-007548	Rebecca Loveland Anastasio, John M. Findlay, and Donna M. Garaventa	1985	A Cultural Resources Update Supplement for the Revision of the Rincon de los Esteros Redevelopment Project, City of San Jose, California.
S-007642	Stephen A. Dietz	1985	Santa Clara Post Office Carrier Annex (letter report)
S-008345	Mara Melandry	1980	Archaeological Survey Report, 04-SCL-101, Portions of P.M. 8.3/52.5, Improvements to Route 101 Between Route 17 in San Jose and Embarcadero Road in Palo Alto, Santa Clara County, 04393-389131, 04393-396171
S-008521	Katherine Flynn	1979	Archaeological reconnaissance of approximately 9 miles of Central Expressway from De La Cruz Boulevard to San Antonio Road (WO #872824) (letter report)
S-010001	Rebecca Loveland Anastasio, Angela M. Banet, Donna M. Garaventa, Robert M. Harmon, and Michael R. Fong	1988	A Cultural Resources Assessment for Proposed Widening and Improvements to Highway 101 Between Highways 280/680 and Trimble Road/De La Cruz Avenue, City of San Jose, Santa Clara County, California
S-010001a	Rebecca Loveland Anastasio, Angela M. Banet, Donna M. Garaventa, R. M. Harmon, Michael R. Fong, and Mella J. Rothwell	1988	A Historic Properties Survey Report for Proposed Widening and Improvements to Highway 101 Between Highways 280/680 and Trimble Road/De La Cruz Avenue, City of San Jose, Santa Clara County, California
S-010001b	Rebecca Loveland Anastasio, Angela M. Banet, Donna M. Garaventa, R. M. Harmon, Michael R. Fong, and Mella J. Rothwell	1988	Historic Properties Survey Report for Proposed Widening and Improvements to Highway 101 Between Highways 280/680 and Trimble Road/De La Cruz Avenue, City of San Jose, Santa Clara County, California

Table 5.5-1. Previously Completed Cultural Resources Reports Within a 1/8-Mile Radius

Report No.	Author	Year	Study
S-010154	Rebecca Loveland Anastasio, Angela M. Banet, Donna M. Garaventa, R. M. Harmon, Michael R. Fong, and Mella J. Rothwell	1987	Historic Property Survey of the Proposed Central Expressway Commuter Lane Project Located in the Cities of Santa Clara, Sunnyvale, and Mountain View in Santa Clara County, California
S-010154a	Rebecca Loveland Anastasio, Angela M. Banet, Donna M. Garaventa, R. M. Harmon, Michael R. Fong, and Mella J. Rothwell	1987	Historic Property Survey of the Proposed Central Expressway Commuter Lane Project Located in the Cities of Santa Clara, Sunnyvale, and Mountain View in Santa Clara County, California
S-010154b	Rebecca Loveland Anastasio, Angela M. Banet, Donna M. Garaventa, R. M. Harmon, Michael R. Fong, and Mella J. Rothwell	1987	Historic Property Survey of the Proposed Central Expressway Commuter Lane Project Located in the Cities of Santa Clara, Sunnyvale, and Mountain View in Santa Clara County, California
S-010210	Archaeological Resource Management	1988	Cultural Resource Evaluation of a Parcel at Central Expressway and Scott Blvd. in the City of Santa Clara, County of Santa Clara
S-014230	Robert Cartier, Allika Ruby, Jason Bass, and Mike Kelley	1992	Evaluation of Archaeological Resources for the San Jose/Santa Clara Non-potable Water Reclamation Project
S-014599	Donna M. Garaventa, Steven J. Rossa, Melody E. Tannam, and Deborah M. DiPasqua	1992	Cultural Resources Assessment for the San Jose International Airport Runway 12R/30L Expansion Project EIR, City of San Jose, Santa Clara County, California
S-014599a	James C. Bard	1992	Completion of Archaeological Monitoring, Runway Expansion, San Jose International Airport (SJIA) (letter report)
S-015935	Robert Cartier	1993	Cultural Resource Evaluation of the De La Cruz Boulevard Project in the City of Santa Clara, County of Santa Clara
S-018367	Mark Hylkema	1995	Historic Property Survey Report and Finding of No Effect for the Proposed Ramp Metering and HOV Ramp Project, 4-SCL-101 PM 40.0/52.5, EA 132451
S-018367a	Mark Hylkema	1995	Archaeological Survey Report Addendum #1, for the Proposed Ramp Metering and HOV Ramp Project, 4-SCL-101 PM 40.0/52.5, EA 132451
S-018377	Robert Cartier, Lynne Eckert, Jeanne Goetz, and Jon Reddington	1996	Cultural Resource Evaluation of the Santa Clara Pipe Alignment for the South Bay Water Recycling Project
S-019072	Colin I. Busby, Donna M. Garaventa, Melody E. Tannam, and Stuart A. Guedon	1996	Historic Properties Treatment Plan, South Bay Water Recycling Program.
S-019072a	Colin I. Busby, Donna M. Garaventa, Melody E. Tannam, and Stuart A. Guedon	1996	Supplemental Report: Historic Properties Affected or Potentially Affected by the South Bay Water Recycling Program
S-019072b	Colin I. Busby	1999	South Bay Water Recycling Program – Cultural Resources Program, Subcontract No. 728106.3024, Monitoring Closure Report – Phase 1 (letter report)

Table 5.5-1. Previously Completed Cultural Resources Reports Within a 1/8-Mile Radius

Report No.	Author	Year	Study
S-019424	John Holson	1997	Cultural Resources Survey for the Los Esteros Project, Santa Clara County (letter report)
S-020327	Mark G. Hylkema	1998	Extended Phase I Archaeological Survey Report, Subsurface Presence/Absence Testing at the Woolen Mills Chinatown Site (CA-SCL-807H) and Three Storm Water Detention Basins, for the Route 87 Guadalupe Corridor Freeway Project, City of San Jose, Santa Clara County, California: 04- SCL-87 PM 6.3/9.4, 04-SCL-101 PM 40.2/41.2
S-021180	Colin I. Busby	1997	Archaeological Monitoring – N/B La Cruz, F/S Martin, City of Santa Clara, Santa Clara County, California (letter report)
S-022705	Hannah Ballard, John Holson, and Stephanie Pau	2000	Archaeological Survey and Record Search Results for the MCI WorldCom: Fremont, San Jose 12, San Mateo, and Santa Clara Fiber Optic Segments in Alameda, San Mateo and Santa Clara Counties, California
S-022725	Hannah Ballard, John Holson, and Stephanie Pau	2000	Archaeological Survey and Record Search Results for the Fourteen Broadwing Bay Area Fiber Optic Segments, California: Final Report
S-022819	Wendy J. Nelson, Maureen Carpenter, and Julia G. Costello	2000	Cultural Resources Survey for the Level (3) Communications Long Haul Fiber Optics Project, Segment WS05: San Jose to San Luis Obispo
S-022948	Miley Paul Holman	2000	Archaeological Backhoe Trenching of the Exodus Property, Santa Clara, Santa Clara County, California (letter report)
S-023079	Stuart Guedon	1999	South Bay Water Recycling Program, Cultural Resources Program – Closure Report for Archaeological Monitoring, Lafayette Park at Matthew Street to Alviso Street at Franklin Street, City of Santa Clara (letter report)
S-023364	Colin I. Busby	1999	Historic Properties Affected or Potentially Affected by the South Bay Water Recycling Program (SBWRP), Phase 2 Master Plan, Tasman Drive Interconnection, SC-2 and SC-4 Segments, Cities of Milpitas and Santa Clara, Santa Clara County (letter report)
S-023934	Jones & Stokes	2001	Cultural Resources Investigations for XO California, Inc. Fiber Optic Installations in San Francisco and Santa Clara Counties
S-025173	John Holson, Cordelia Sutch, and Stephanie Pau	2002	Cultural Resources Report for San Jose Local Loops, Level 3 Fiber Optics Project in Santa Clara and Alameda Counties, California
S-025327	John A. Nadolski and Michelle St. Clair	2002	Archaeological Investigations for the 650 Walsh Avenue, Santa Clara Wireless Communications Site, CA 2261D
S-029907	Sean Thal	2005	100-foot monopole, equipment shelter, Fire Station #2 Santa Clara/SF-06210A, 1715 Martin Avenue, Santa Clara, CA

Table 5.5-1. Previously Completed Cultural Resources Reports Within a 1/8-Mile Radius

Report No.	Author	Year	Study
S-030599	Basin Research Associates, Inc.	2004	Archaeological Monitoring Report, Improvement of Runway 30L Extension – 2004 (Airport Master Plan Update), Norman Y. Mineta San Jose International Airport, City of San Jose, Santa Clara County, California
S-030858	Carolyn Losee	2005	New Tower (“NT”) Submission Packet, FCC Form 620, Paragon Mechanical, SJ-026-01
S-033061	Nancy Sikes, Cindy Arrington, Bryon Bass, Chris Corey, Kevin Hunt, Steve O’Neil, Catherine Pruett, Tony Sawyer, Michael Tuma, Leslie Wagner, and Alex Wesson	2006	Cultural Resources Final Report of Monitoring and Findings for the Qwest Network Construction Project, State of California
S-033061a	SWCA Environmental Consultants	2006	Cultural Resources Final Report of Monitoring and Findings for the Qwest Network Construction Project, State of California
S-033061b	Nancy E. Sikes	2007	Final Report of Monitoring and Findings for the Qwest Network Construction Project (letter report)
S-035004	Miley Holman and Ian Alexander	2008	A Report of Findings from Mechanical Subsurface Archaeological Testing of the Santa Clara 535 Reed Street Project Area, Santa Clara, Santa Clara County, California
S-036715	Basin Research Associates, Inc.	2009	Historic Property Survey Report/Finding of Effect, South Bay Water Recycling (SBWR) Stimulus Projects, Santa Clara Industrial 1, City of Santa Clara, Santa Clara County
S-036717	Basin Research Associates, Inc.	2009	Historic Property Survey Report/Finding of Effect, South Bay Water Recycling (SBWR) Stimulus Projects, Santa Clara Industrial 2, City of Santa Clara, Santa Clara County
S-038128	Basin Research Associates, Inc.	2010	Historic Property Survey Report/Finding of Effect, South Bay Water Recycling (SBWR), Santa Clara Industrial 3B, City of Santa Clara, Santa Clara County
S-038425	Lorna Billat	2001	Collocation Submission Packet, Paragon Mechanical, CNU3755, 2460 De La Cruz Blvd. Santa Clara City and County
S-039091	Basin Research Associates	2010	Historic Property Survey Report/Finding of Effect, South Bay Water Recycling (SBWR), Santa Clara Industrial 3B, City of Santa Clara, Santa Clara County
S-040756	Philip Kaijankoski, Jack Meyer, and Julia Costello	2012	Extended Phase 1 Subsurface Archaeological Explorations for the U.S. 101/ De La Cruz Boulevard/ Trimble Road Interchange Improvement Project, San Jose, Santa Clara County, California; 04-SCL-101 PM 40.5/41.5, EA 04-234-26470K

Table 5.5-1. Previously Completed Cultural Resources Reports Within a 1/8-Mile Radius

Report No.	Author	Year	Study
S-040756a	Philip Kaijankoski	2012	Historical Resources Compliance Report for the U.S. 101/De La Cruz Boulevard/Trimble Road Interchange Improvement Project, San Jose, Santa Clara County, California, 04-SCL-101 PM 40.5/41.5, EA 04-234-26470K
S-045670	Kathleen Kubal	2014	Historic Property Survey Report, U.S. 101 Express Lanes Project, Santa Clara County, California, Project No. 0412000459/EA 2G7100, 04-SCL-101 PM 16.00/52.55, 04-SCL-85 PM 23.0/24.1
S-045670a	Kathleen Kubal	2014	Supplemental Historic Property Survey Report, U.S. 101 Express Lanes Project, Project No. 0412000459/EA 2G7100, 04-SCL-101 PM 16.00/52.55 – 04-SCL-85 PM 23.0/24.1, Santa Clara County, California
S-045670b	Nancy E. Sikes, Molly Valasik, Amy Glover, Jay Rehor, and Kathleen Kubal	2014	Archaeological Survey Report, U.S. 101 Express Lanes Project, Project No. 0412000459/EA 2G7100, U.S. 101 PM 16.00/52.55 – SR 85 PM 23.0/R24.1, Santa Clara County, California
S-045670c	Jay Rehor		Extended Phase I Study, U.S. 101 Express Lanes Project, Project No. 0412000459/EA 2G7100, U.S. 101 PM 16.00/52.55 – SR 85 PM 23.0/R24.1, Santa Clara County, California
S-045670d	Karin G. Beck		Historical Resources Evaluation Report, U.S. 101 Express Lanes Project, Project No. 0412000459/EA 2G7100, U.S. 101 PM 16.00-52.55, SR 85 PM 23.0-24.1, Santa Clara County, California
S-045670e	Carol Roland-Nawi		Determinations of Eligibility for the Proposed U.S. 101 Express Lanes Project, Santa Clara County, California (concurrence letter)
S-046600	Lorna Billat		New Tower (NT) Submission Packet, FCC Form 620, Silicon Valley Power, CADGP048A
S-046600a	Dana Supernowicz		Architectural Evaluation Study of the Silicon Valley Power Project, DGP Development Site No. DGP048A, 815 Comstock Street, Santa Clara County, California
S-048099	Sunshine Psota		Results of Archaeological Monitoring and Presence/Absence Trenching for SF-1 Data Center Addendum at 555 Reed Street in Santa Clara, Santa Clara County (letter report)

A total of three previously identified cultural resources consisting of two historic structures (P-43-001731 and P-43-003529) and one prehistoric cemetery (P-43-001080) were identified by previous studies (see Table 5.5-2). All three resources are located outside the project area, within 1/8 of a mile distance of the project area boundary.

Table 5.5-2. Previously Recorded Resources Within a 1/8-Mile Radius

Site No.	Resource Type	Location	Name and Description	Eligibility	In APE?
P-43-001080	Prehistoric	Waste Management Building, 715 Comstock Ave., Santa Clara	Burial consisting of at least 10 inhumations, 9 were removed from the site. Ground-stone and knapped lithic artifacts were also recovered in direct association.	NRHP; CRHR	No
P-43-001731	Historic	2460 De La Cruz Blvd., Santa Clara	Paragon Mechanical Building	Ineligible	No
P-43-003529	Historic	815 Comstock St., Santa Clara	Santa Clara Public Works Building Maintenance Facility	Ineligible	No

P-43-001080 Prehistoric Cemetery. Recorded in 2010, the cemetery consisted of ten burials and associated materials. Nine of the burials were removed in 2010 by Alan Leventhal, Rosemary Cambra, and Andrew Galven of the Ohlone Families Consulting Services. The resource has not been formally evaluated for its potential eligibility to the NRHP or CRHR. The site was recorded and identified during construction of a waste management facility in 1990. The site record form indicates that lithics, groundstone, and faunal remains were found in direct association with the burials. The burials were identified and recovered during the removal of toxic soils as part of the waste management facility construction. Stratigraphic context indicates that the site was likely located in a freshwater marsh environment that was covered by fill in the 1970s as part of the urban development of Santa Clara City. Due to its location and previous levels of disturbance, it is unlikely to be impacted by the project.

P-43-001731 Paragon Mechanical Building. A steel-sided building constructed in 1959-1960 by the Reliance Steel Corporation. The DPR form indicates this historic structure is intact and has been continuously used since its construction. A resource assessment and evaluation was completed in 2005 and recommended the resource as ineligible to the National Register of Historic Places (NRHP) and California Register of Historical Resources (CRHR).

P-43-003529 Santa Clara Public Works Building and Maintenance Facility. Resource consists of two buildings constructed in the 1950s and a modern gas compression plant building. A resource assessment and evaluation was completed in 2015 and recommended the resource as ineligible to the National Register of Historic Places (NRHP) and California Register of Historical Resources (CRHR).

Both historic resources were evaluated in accordance with Section I 5064.5(a)(2)-(3) of the CEQA Guidelines, using the criteria outlined in Section 5024.1 of the California Public Resources Code. The DPR forms note that neither the **Paragon Mechanical Building** or **Santa Clara Public Works Building Maintenance Facility** are directly associated with any important historical events (Criterion A) or persons (Criteria B) recognized in national, state, or local history. Neither is eligible under Criterion C because their construction did not involve any innovative design or construction techniques, but rather, employed standardized construction methods and materials. In addition, further study of the two historic structures and their construction would be unlikely to yield any important scientific data (Criteria D).

Native American Heritage Commission

Aspen cultural resources specialists requested a search of the Sacred Lands File database from the Native American Heritage Commission (NAHC), located in Sacramento, California. The record search of the NAHC Sacred Lands File was completed with negative results (i.e., no records found). However, not all tribal sacred sites are registered with the NAHC. The NAHC therefore recommended that the City engage in

tribal consultation pursuant to AB 52 to identify any possible sacred sites or traditional cultural resources in or near the Project area.

Native American Consultation

Please refer to Section 5.17 (Tribal Cultural Resources) for more detailed information concerning tribal cultural resources and tribal consultation.

Paleontology

The project area lies in the Santa Clara Valley, which is a structural depression filled with mostly unconsolidated Holocene (i.e., less than 11,000 years before present) sediments composed of gravel, sand, silt, and clay. These sediments have washed into the Valley from areas of significantly higher elevations, such as the Santa Cruz Mountains, and other bordering mountains and ridges. The sediment deposition has formed two alluvial fan deposits of two different depositional periods. The younger alluvial fan deposit exposed in the San Jose area is about 20 feet thick (6.6 meters) and overlies an older alluvial fan system. The total sediment thickness is greater than 1,000 feet (328 meters) in the Santa Clara Valley near San Jose.

These alluvial fan deposits overlie Jurassic- to Tertiary-age bedrock of the Franciscan Complex. The Franciscan Complex is a mélange of greywacke (a type of sandstone), thinly bedded chert, siltstone, and silty shale. In places, the Franciscan Complex is overlain by the sedimentary rocks of the Knoxville Formation (Jurassic in age), which in turn is overlain by the Pliocene to Quaternary Santa Clara Formation, which consists of non-marine sediments.

Macrofossils (mostly marine invertebrates) have been found in isolated localities in hills bordering Santa Clara Valley. Mesozoic fossils found near the study area are most likely derived from two areas: the Sierra Azul Range of the Santa Cruz Mountains, where thin slivers of upper Jurassic and lower Cretaceous rocks are exposed, and a band of upper Jurassic and Cretaceous rocks of the Great Valley Sequence along the west side of the Diablo Range. Specifically, at a site about 3 miles (5 kilometers) east of the Capitol Expressway Corridor, several species of the bivalve *Buchia* have been collected from float (i.e., isolated rocks washed out of a geologic formation and out of context with the surrounding rocks and sediments) of late Jurassic age on the east side of Silver Creek Road. Additional Jurassic *Buchia* have been found south of the Project area near a drainageway located north of San Felipe Road. A diverse assemblage of late Jurassic fossils including bivalves (*Nuculana* sp. and *Parvamussium* sp.), belemnites, ammonites, scaphopods, and corals have been identified about 8 miles (13 kilometers) to the south of the corridor on the north side of a ridge one mile north of the Calero Reservoir dam.

There are no known fossil localities located within the project area, or within the surrounding 1/8-mile area.

Regulatory Background

State

State of California CEQA Guidelines. State of California CEQA Guidelines require that historical resources and unique archaeological resources be taken into consideration during the CEQA planning process (CEQA Guidelines §15064.5; PRC §21083.2). If feasible, adverse effects to the significance of historical resources must be avoided or the effects mitigated (CEQA Guidelines §15064.5(b)(4)). State CEQA Guidelines require that all feasible mitigation be undertaken even if the prescribed mitigation does not mitigate impacts to a less than significant level (California Office of Historic Preservation (OHP) 2001b:6).

The term that CEQA uses for significant cultural resources is “historical resource,” which is defined as a resource that meets one or more of the following criteria: (1) listed in, or determined eligible for listing, in the California Register of Historical Resources (California Register); (2) listed in a local register of historical resources as defined in PRC Section 5020.1(k); (3) identified as significant in a historical resource survey meeting the requirements of PRC Section 5024.1(g); or (4) determined to be a historical resource by a project’s lead agency (PRC Section 21084.1 and State CEQA Guidelines §15064.5(a)). A historical resource consists of:

Any object, building, structure, site, area, place, record, or manuscript which a lead agency determines to be historically significant or significant in the architectural, engineering, scientific, economic, agricultural, educational, social, political, military, or cultural annals of California.... Generally, a resource shall be considered by the lead agency to be ‘historically significant’ if the resource meets the criteria for listing on the California Register of Historical Resources

CEQA Guidelines Section 15064.5(a)(3). In accordance with State CEQA Guidelines Section 15064.5(b), a project with an effect that may cause a substantial adverse change in the significance of a historical resource is a significant effect on the environment.

CEQA requires a lead agency to determine if an archaeological resource meets the definition of a historical resource, a unique archaeological resource, or neither (State CEQA Guidelines §15064.5(c)). Prior to considering potential impacts, the lead agency must determine whether an archaeological resource meets the definition of a historical resource in State CEQA Guidelines §15064.5(c)(1). If the archaeological resource meets the definition of a historical resource, then it is treated like any other type of historical resource in accordance with State CEQA Guidelines §15126.4. If the archaeological resource does not meet the definition of a historical resource, then the lead agency determines whether it meets the definition of a unique archaeological resource as defined in CEQA Statutes §21083.2(g). In practice, most archaeological sites that meet the definition of a unique archaeological resource also meet the definition of a historical resource. If the archaeological resource meets the definition of a unique archaeological resource, then it must be treated in accordance with CEQA Statutes §21083.2. If the archaeological resource does not meet the definition of a historical resource or a unique archaeological resource, then effects to the resource are not considered significant effects on the environment (State CEQA Guidelines §15064.5(c)(4)).

California Health and Safety Code Section 7050.5. California HSC Section 7050.5 states that in the event of discovery or recognition of any human remains in any location other than a dedicated cemetery, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains until the coroner of the county in which the remains are discovered has determined whether or not the remains are subject to the coroner’s authority. If the human remains are of Native American origin, the County Coroner must notify the Native American Heritage Commission (NAHC) within 24 hours of this identification. The NAHC will identify a Native American Most Likely Descendant (MLD) to inspect the site and provide recommendations for the proper treatment of the remains and associated grave goods.

Public Resources Code Section 5097.5. PRC Section 5097.5 provides for the protection of cultural resources. This PRC section prohibits the removal, destruction, injury, or defacement of archaeological features on any lands under the jurisdiction of State or local authorities.

PRC Section 5097.5 also affirms that no person shall willingly or knowingly excavate, remove, or otherwise destroy a vertebrate paleontological site or paleontological feature without the express permission of the

overseeing public land agency. It further states under PRC Section 30244 that any development that would adversely impact paleontological resources shall require reasonable mitigation. These regulations apply to projects located on land owned by or under the jurisdiction of the State or any city, county, district, or other public agency (PRC §5097.5). The importance of paleontological resources is based on their scientific and educational value. The Society of Vertebrate Paleontology (SVP) identifies vertebrate fossils, their taphonomic and associated environmental data, and fossiliferous deposits as scientifically significant nonrenewable paleontological resources (SVP, 2010). Botanical and invertebrate fossils and assemblages may also be significant. Absent specific agency guidelines, most professional paleontologists in California adhere to guidelines set forth in “Standard Procedures for the Assessment and Mitigation of Adverse Impacts to Paleontological Resources” (SVP, 2010). These categories include high, undetermined, low, and no potential.

California Register of Historical Resources Criteria of Evaluation. The State of California Historical Resources Commission has designed the California Register for use by State and local agencies, private groups, and citizens to identify, evaluate, register, and protect California’s historical resources. The California Register is the authoritative guide to the State’s significant historical and archaeological resources.

The California Register program encourages public recognition and protection of resources of architectural, historical, archaeological, and cultural significance, identifies historical resources for state and local planning purposes, determines eligibility for State historic preservation grant funding, and affords certain protections under CEQA. The following criteria are used when determining if a particular resource has architectural, historical, archaeological, or cultural significance.

- **Criterion 1:** Is the resource associated with events that have made a significant contribution to the broad patterns of local or regional history or the cultural heritage of California or the United States?
- **Criterion 2:** Is the resource associated with the lives of persons important to local, California, or national history?
- **Criterion 3:** Does the resource embody the distinctive characteristics of a type, period, region, method of construction, or represent the work of a master or possesses high artistic values?
- **Criterion 4:** Has the resource yielded, or have the potential to yield, information important to the prehistory or history of the local area, California, or the nation?

AB 52 and Tribal Cultural Resources. AB 52 creates and defines a specific type of cultural resource under CEQA, called “tribal cultural resources.” The bill also establishes a formal role for California Native American tribes in the CEQA process and the identification of such resources through consultation with the lead agency (PRC § 21080.3.1(a)). A California Native American tribe is defined as a “Native American tribe located in California that is on the contact list maintained by the Native American Heritage Commission” (NAHC). This definition does not distinguish between federally recognized and non-federally recognized tribal groups, and is therefore more inclusive than the federal definition of “Indian tribe” (PRC § 21073). Provided that a California Native American tribe has requested it, CEQA lead agencies are required to consult with tribes about potential tribal cultural resources in the project area, the potential significance of project impacts, the development of project alternatives and the type of environmental document that should be prepared.

Tribal cultural resources, as defined by CEQA Section 21074(a)(1)-(2), includes either of the following:

1. *Sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a California Native American tribe that are either of the following:*

- a. *Included or determined to be eligible for inclusion in the California Register of Historical Resources.*
 - b. *Included in a local register of historical resources as defined in Public Resources Code Section 5020.1(k).*
2. *A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in Public Resources Code section 5024.1(c). In applying the criteria set forth in 5024.1(c) for the purposes of this paragraph, the lead agency shall consider the significance of the resource to a California Native American tribe.*

Tribal representatives are considered experts appropriate for providing lead agencies with substantial evidence regarding the locations, types, and significance of tribal cultural resources within their traditionally and cultural affiliated geographic area (PRC § 21080.3.1(a)). Consultation in the context of AB 52 is defined as the meaningful and timely process of seeking, discussing, and carefully considering the views of others. Consultation should recognize the tribe's potential need for confidentiality regarding places that hold traditional tribal significance. Any information shared between the tribes and the lead agency representatives is protected under confidentiality laws and subject to public disclosure (GC §6254(r); GC §6254.10) and can be disclosed only with the written approval of the Tribes who shared the information (PCR §21082.3(c)(1-2)).

A project that may cause a substantial adverse change in the significance of a tribal cultural resource is a project that may have a significant effect on the environment (PRC § 21084.2). Consultation with tribes is considered the best way for lead agencies to determine if a project could result in significant environmental impacts to tribal cultural resources (PRC §21080.3.1(a); GC §65352.4).

Local

City of Santa Clara General Plan (2010-2035). The City of Santa Clara's current General Plan provides information to the community to define acceptable development. It is a guide for decisions by the City Council, Planning Commission and other governmental agencies on specific development applications. The current General Plan reports existing conditions, policies and implementation measures for archaeological resources including:

Continue to require archeological investigations of all proposed construction sites in sensitive area, such as within 500 feet of a natural watercourse. An archaeological survey shall be prepared by the project applicant to the City's satisfaction, including limited subsurface excavation, and possibly to include a detailed subsurface investigation when important resources cannot be avoided. (Ongoing, Planning Div., Bldg. Div.)

Continue to require prior to development, whenever archeological remains are found, a plan for preserving, removing, and recording the find, to be prepared to the City's satisfaction by a professional archeologist. (Ongoing, Planning Div., Bldg. Div.)

In addition, the following Goals and Policies are identified:

Archaeological and Cultural Resources Goals

- **Goal 5.6.3-G1.** Protection and preservation of cultural resources, as well as archaeological and paleontological sites.
- **Goal 5.6.3-G2.** Appropriate mitigation in the event that human remains, archaeological resources or paleontological resources are discovered during construction activities.

Archaeological and Cultural Resources Policies

- **Policy 5.6.3-P1.** Require that new development avoid or reduce potential impacts to archaeological, paleontological and cultural resources.
- **Policy 5.6.3-P2.** Encourage salvage and preservation of scientifically valuable paleontological or archaeological materials.
- **Policy 5.6.3-P3.** Consult with California Native American tribes prior to considering amendments to the City's General Plan.
- **Policy 5.6.3-P4.** Require that a qualified paleontologist/archaeologist monitor all grading and/or excavation if there is a potential to affect archeological or paleontological resources, including sites within 500 feet of natural water courses and in the Old Quad neighborhood.
- **Policy 5.6.3-P5.** In the event that archaeological/paleontological resources are discovered, require that work be suspended until the significance of the find and recommended actions are determined by a qualified archaeologist/paleontologist.
- **Policy 5.6.3-P6.** In the event that human remains are discovered, work with the appropriate Native American representative and follow the procedures set forth in State law.

City of Santa Clara Historical and Landmarks Commission. In order to support its historic preservation goals, the City established a Historical and Landmarks Commission and obtained recognition by the State Office of Historic Preservation of the City as a Certified Local Government (CLG). The City currently uses the following tools to evaluate historic resources:

The Historical and Landmarks Commission advises the City Council on all matters pertaining to historical landmarks, names, and renaming of streets, museums and the establishment thereof in the City, and in the marking and preservation of historical landmarks and places. As required by the State CLG program, the City has established a list of Architecturally or Historically Significant Properties, which is the foundation for the Commission's recommendations.

The Criteria for Local Significance, establishes evaluation measures, to ensure that the resource is at least 50 years old and that the property is associated with an important individual or event, an architectural innovation, and/or an archaeological contribution in order to be deemed significant. The City maintains a list of qualified historic consultants for these evaluations.

Architecturally or Historically Significant Properties refer to prehistoric and historic features, structures, sites or properties that represent important aspects of the City's heritage. Historic Preservation policies strengthen the City's Historic Preservation Goals, providing direction for changes to historic resources and new development proposed within 100 feet of historic properties in order to evaluate any potential effects on the historic context for the resource. A 100-foot radius, defined as the Area of Historic Sensitivity, is approximately equal to all properties abutting, across the street, and adjacent to abutting properties from a historic resource. This would comprise a little less than a typical City block. Preservation of Santa Clara's long history is also supported by policies that protect archaeological resources, such as relics found in burial sites.

City of Santa Clara Criteria for Local Significance. The Criteria for Local Significance were adopted on April 8, 2004, by the City of Santa Clara City Council. These criteria establish evaluation measures that help to determine significance for properties not yet included on the historic list. Any building, site, or property

in the City that is 50 years old or older and meets certain criteria of architectural, cultural, historical, geographical or archeological significance is potentially eligible. As buildings and other resources age, additional properties will be added to the inventory. In order to accomplish this, a property owner can apply to have their property listed as a historic resource, or the City can nominate properties. The Historical and Landmarks Commission evaluates these applications and forwards a recommendation to the City council. Updates to the Historic Preservation and Resource Inventory require an amendment to the General Plan.

■ **Criteria for Historical or Cultural Significance.** To be historically or culturally significant, a property must meet at least one of the following criteria:

1. *The site, building or property has character, interest, integrity and reflects the heritage and cultural development of the city, region, State, or nation.*
2. *The property is associated with a historical event.*
3. *The property is associated with an important individual or group who contributed in a significant way to the political, social and/or cultural life of the community.*
4. *The property is associated with a significant industrial, institutional, commercial, agricultural, or transportation activity.*
5. *A building's direct association with broad patterns of local area history, including development and settlement patterns, early or important transportation routes or social, political, or economic trends and activities.*
6. *Included is the recognition of urban street pattern and infrastructure.*
7. *A notable historical relationship between a site, building, or property's site and its immediate environment, including original native trees, topographical features, outbuildings or agricultural setting.*

■ **Criteria for Architectural Significance.** To be architecturally significant, a property must meet at least one of the following criteria:

1. *The property characterizes an architectural style associated with a particular era and/or ethnic group.*
2. *The property is identified with a particular architect, master builder or craftsman.*
3. *The property is architecturally unique or innovative.*
4. *The property has a strong or unique relationship to other areas potentially eligible for preservation because of architectural significance.*
5. *The property has a visual symbolic meaning or appeal for the community.*
6. *A building's unique or uncommon building materials, or its historically early or innovative method of construction or assembly.*
7. *A building's notable or special attributes of an aesthetic or functional nature. These may include massing, proportion, materials, details, fenestration, ornamentation, artwork or functional layout.*

■ **Criteria for Geographic Significance.** To be geographically significant, a property must meet at least one of the following criteria:

1. *A neighborhood, group or unique area directly associated with broad patterns of local area history.*
2. *A building's continuity and compatibility with adjacent buildings and/or visual contribution to a group of similar buildings.*

3. *An intact, historical landscape or landscape features associated with an existing building.*
4. *A notable use of landscaping design in conjunction with an existing building.*

■ **Criteria for Archaeological Significance.** For the purposes of CEQA, an “important archaeological resource” is one which:

1. *Is associated with an event or person of:*
2. *Recognized significance in California or American history, or*
3. *Recognized scientific importance in prehistory.*
4. *Can provide information, which is both of demonstrable public interest, and useful in addressing scientifically consequential and reasonable or archaeological research questions;*
5. *Has a special or particular quality such as oldest, best example, largest, or last surviving example of its kind;*
6. *Is at least 100 years old and possesses substantial stratigraphic integrity; or*
7. *Involves important research questions that historical research has shown can be answered only with archaeological methods.*

5.5.2 Environmental Impacts and Mitigation Measures

a. *Would the project cause a substantial adverse change in the significance of an historical resource pursuant to §15064.5 [§15064.5 generally defines historical resource under CEQA]?*

LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED. Although no known historical resources have been previously identified within the project area, there remains the possibility that presently unidentified historical resources exist below the ground surface that could be discovered and damaged or destroyed during ground disturbing work, which would constitute a significant impact absent mitigation. Implementation of Mitigation Measure (MM) CR-1 would evaluate and protect unanticipated discoveries of historical resources or tribal cultural resources, thereby reducing this impact to less than significant.

Mitigation Measure for Previously Unidentified Historical Resources

MM CR-1 Worker Training and Management of Unanticipated Discoveries of Historical Resources, Unique Archaeological Resources. SVP shall conduct a worker environmental awareness program (WEAP) for project personnel who might encounter or alter historical resources or important/unique archaeological properties, including construction supervisors and field personnel. The WEAP may include a kickoff tailgate session that describes how to identify cultural resources and what to do if an unanticipated discovery is made during construction, presents site avoidance requirements and procedures to be followed if unanticipated cultural resources are discovered during project construction, and includes a discussion of disciplinary and other actions that could be taken against persons violating historic preservation laws and SVP policies.

If previously unidentified cultural resources are identified during construction activities, construction work within 100 feet of the find shall be halted and directed away from the discovery until a Secretary of the Interior qualified archaeologist assesses the significance of the resource. The archaeologist, in consultation with the City of Santa Clara, State Historic Preservation Officer, any interested Tribes, and any other responsible public agency, shall make the necessary plans for treatment of the find(s) and for the evaluation and mitigation of impacts if the finds are found to be eligible to the National or California

Registers, qualify as a unique archaeological resource under California Environmental Quality Act Section 21083.2, or are determined to be tribal cultural resource as defined in Section 21074.

b. Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?

LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED. Although no known archaeological resources have been previously identified within the project area, there remains the possibility that presently unidentified archaeological resources exist below the ground surface that could be discovered and damaged or destroyed during ground disturbing work, which would constitute a significant impact absent mitigation. Implementation of MM CR-1 would evaluate and protect unanticipated discoveries of archaeological resources, thereby reducing this potential impact to a less than significant level.

Mitigation Measure for Previously Unidentified Archaeological Resources

MM CR-1 Worker Training and Management of Unanticipated Discoveries of Historical Resources, Unique Archaeological Resources. [see full text under Item (a) above.]

c. Would the project disturb any human remains, including those interred outside of formal cemeteries?

LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED. There is no indication that human remains are present within the project area. Background archival research failed to find any potential for human remains (e.g., existence of formal cemeteries) in the area; however, there is a documented prehistoric cemetery located within 1/8 mile of the project area boundary. The limited nature of the proposed ground disturbance makes it unlikely that human remains would be unearthed during construction. However, it is possible that previously unknown human remains could be discovered and damaged or destroyed during ground disturbance, which would constitute a significant impact absent mitigation. Implementation of Mitigation Measure CR-2, which requires evaluation, protection, and appropriate disposition of human remains, would reduce this potential impact to a less than significant level.

Mitigation Measure for Disturbance of Human Remains

MM CR-2 Treatment of Human Remains. All human remains discovered are to be treated with respect and dignity. Upon discovery of human remains, all work within 50 feet of the discovery area must cease immediately, nothing is to be disturbed, and the area must be secured. The Santa Clara County Coroner's Office must be called. The Coroner has two working days to examine the remains after notification. The appropriate land manager/owner of the site is to be called and informed of the discovery. If the remains are located on federal lands, federal land managers, federal law enforcement, and the federal archaeologist must be informed as well, due to complementary jurisdiction issues. It is very important that the suspected remains, and the area around them, are undisturbed and the proper authorities called to the scene as soon as possible, as it could be a crime scene. The Coroner will determine if the remains are archaeological/historic or of modern origin and if there are any criminal or jurisdictional questions.

After the Coroner has determined the remains are archaeological/historic-era, the Coroner will make recommendations concerning the treatment and disposition of the remains to the person responsible for the excavation, or to his or her authorized representative. If

the Coroner believes the remains to be those of a Native American, he/she shall contact the Native American Heritage Commission (NAHC) by telephone within 24 hours.

The NAHC will immediately notify the person it believes to be the most likely descendant (MLD) of the remains. The MLD has 48 hours to make recommendations to the land owner for treatment or disposition of the human remains. If the descendant does not make recommendations within 48 hours, the land owner shall reinter the remains in an area of the property secure from further disturbance. If the land owner does not accept the descendant's recommendations, the owner or the descendant may request mediation by NAHC.

According to the California Health and Safety Code, six (6) or more human burials at one (1) location constitute a cemetery (Section 8100), and willful disturbance of human remains is a felony (Section 7052).

5.6 Energy

ENERGY

Would the project:

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Significance criteria established by CEQA Guidelines, Appendix G.

5.6.1 Setting

The proposed project would construct and operate new 60 kV single and double circuit transmission line segments for Silicon Valley Power (SVP) along the SVP's existing Central, East and South Transmission Line Loops. With the project, SVP would build new transmission line segments in order to shift electrical load demand currently served by the South and Central Loop Circuits to the East Loop Circuit to increase capacity and system reliability. SVP has been experiencing rapid load growth driven by large data center customers (SVP, 2018).

Silicon Valley Power is an enterprise of the City of Santa Clara and serves as Santa Clara's municipal electric utility. On a not-for-profit basis, Silicon Valley Power owns power generation facilities, has investments in joint ventures that produce electric power, and trades power on the open market. These efforts are directed toward ensuring its retail electricity customers (the citizens, organizations and business of the City of Santa Clara) a highly reliable source of electric power at low, stable rates (City of Santa Clara, 2016).

The energy sources that make up the mix of power supplied to SVP's customers, relative to the 2017 California power mix, are summarized from utility-specific Power Content Label data gathered by the California Energy Commission shown in Table 5.6-1 (CEC, 2018).

Table 5.6-1. Energy Sources of Electricity Supplied to Customers (Power Content)

Energy Resources	SVP Standard Power Mix	Santa Clara Green Power Mix	2017 California-wide Power Mix
Eligible Renewable	35%	1%	29%
Biomass & biowaste	3%	0%	2%
Geothermal	2%	0%	4%
Eligible hydroelectric	16%	0%	3%
Solar	2%	1%	10%
Wind	12%	0%	10%
Coal	9%	0%	4%
Large Hydroelectric	34%	0%	15%
Natural Gas	16%	0%	34%
Nuclear	0%	0%	9%
Other	3%	99%	< 1%
Unspecified sources of power*	3%	0%	9%
Total	100%	100%	100%

*"Unspecified sources of power" means electricity from transactions that are not traceable to specific generation sources.
Source: CEC 2017 Power Content Label, Version: July 2018.

For recent years up to 2018, the average annual electricity consumption served to SVP customers is approximately 3,384 million kilowatt-hours (kWh). Table 5.6-2 shows the baseline electricity consumption by the SVP loads over the prior five years, separated by customer classes.

Table 5.6-2. Electricity Consumption for Load Served by SVP (million kWh per year)

Sector, Served by SVP	2014	2015	2016	2017	2018	Average (5-year)
Ag & Water Pump	< 0.1	< 0.1	< 0.1	< 0.1	< 0.1	< 0.1
Commercial Building	1,525.5	1,953.6	2,216.7	2,431.6	2,437.6	2,113.0
Commercial Other	51.4	44.6	42.3	42.7	42.3	44.7
Industry	1,126.1	986.8	911.7	934.4	878.6	967.5
Mining & Construction	40.6	20.2	19.1	19.6	25.2	25.0
Residential	233.8	228.4	222.2	230.6	225.6	228.1
Streetlight	8.7	6.5	4.3	4.3	4.3	5.6
SVP Total Usage	2,986.1	3,240.1	3,416.4	3,663.2	3,613.7	3,383.9

Note: Usage expressed in millions of kWh (one million kWh equals one gigawatt-hour or GWh).
Source: CEC, 2019; Electricity Consumption by Entity.

Regulatory Background

Energy Action Plan and Loading Order. California has mandated and implemented aggressive energy-use reduction programs for electricity and other resources. In 2003, California’s first Energy Action Plan (EAP) established a high-level, coherent approach to meeting California’s electricity and natural gas needs and set forth the “loading order” to address California’s future energy needs. The “loading order” established that the state, in meeting its energy needs, would invest first in energy efficiency and demand-side resources, followed by renewable resources, and only then in clean conventional electricity supply (CPUC, 2008). Since that time, the California Public Utilities Commission (CPUC) and California Energy Commission (CEC) have overseen the plans, policies, and programs for prioritizing the preferred resources, including energy efficiency and renewable energy.

California’s Renewables Portfolio Standard (RPS). Electric utilities in California must procure a minimum quantity of the electricity sales from eligible renewable energy resources as specified by RPS requirements. The most-recent update to the RPS targets was set forth in 2018 with the “100 Percent Clean Energy Act of 2018” [Senate Bill 100 (SB 100)], which establishes the policy that eligible renewable energy resources and zero-carbon resources supply 100 percent of retail sales of electricity to California end-use customers by December 31, 2045. SB 100 requires the CPUC and CEC to ensure that implementation of this policy does not cause or contribute to greenhouse gas emissions increases elsewhere in the western grid.

Integrated Resource Planning. An Integrated Resource Plan (IRP) is an electricity system planning document that lays out the energy resource needs, policy goals, physical and operational constraints, and the general priorities or proposed resource choices of an electric utility, including customer-side preferred resources. Through Senate Bill 350 (De León, Chapter 547, Statutes of 2015) (SB 350), the publicly owned utilities (POU) such as SVP must adopt and file an IRP that is subject to a review by the CEC for consistency with statewide targets for energy efficiency, renewable resources, and greenhouse gas emissions reductions.

State CEQA Guidelines. The California Natural Resources Agency adopted certain amendments to the State CEQA Guidelines effective in 2019, to change how CEQA Lead Agencies consider the environmental impacts of energy use. CEQA Guidelines Section 15126.2(b) and Appendix F require analysis of a project's energy use, in order to assure that energy implications are considered in project decisions. CEQA requires a discussion of the potential environmental effects of energy resources used by projects, with particular emphasis on avoiding or reducing the "wasteful, inefficient, and unnecessary consumption of energy" (see Public Resources Code section 21100(b)(3)).

5.6.2 Environmental Impacts and Mitigation Measures

a. Would the project result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?

LESS THAN SIGNIFICANT. With the proposed project, SVP would reconductor and build new 60 kV single- and double-circuit transmission line segments to shift electrical load demand currently served by the South and Central Loop Circuits to the East Loop Circuit, which would increase capacity and system reliability. An objective of the proposed project is to respond to the growth of electrical load of SVP's customers. The proposed project would achieve this objective by facilitating an increase in the capacity of SVP's transmission system to transfer electrical power to its customers.

Construction

LESS THAN SIGNIFICANT. Construction activity associated with the proposed project would require the consumption of fossil fuel resources, for example diesel fuel and gasoline to power the off-road construction equipment and construction vehicles. Additionally, construction would require the manufacture and delivery of new equipment and materials, which would require energy use. Depending on materials, some of the debris to be removed as part of the project would be salvageable and recyclable.

Operation and Maintenance

NO IMPACT. Operations, including inspection, patrol, and maintenance, of the proposed project components would also require use of fossil fuel resources. However, no new crews would be added by the project, and maintenance would be incorporated to SVP's existing maintenance programs. The operation and maintenance activities would not change from SVP's existing activities, and thus, operation would not cause any change in the consumption or use of energy resources.

The energy used by the proposed project during construction would not be wasteful, inefficient, or unnecessary in light of the new facilities that would increase capacity and system reliability, and no potentially significant environmental impact would occur due to the direct or indirect energy consumption of the proposed project.

b. Would the project conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

LESS THAN SIGNIFICANT. The proposed project would construct and operate new 60 kV single- and double-circuit transmission line segments. The project would reconfigure the facilities in response to load growth and enhance reliability. The project would improve SVP's ability to reliably supply renewable energy from SVP's power supply mix to end-use customers.

The 2018 IRP shows that the SVP system had a peak load of 586 MW on September 1, 2017 (SVP, 2018). Since 2011, SVP had seen a steady 2 to 3 percent increase in demand, until 2015-2017 when the average

growth increased to 5 percent or more each year. With recent load growth of 5 to 7 percent and increasing demand from data centers, SVP plans to increase the capacity of its existing system (SVP, 2018). SVP identifies the proposed project as part of the 2018 IRP that plans for the load growth by increasing the capacity and enhancing reliability of the system. By improving the ability of SVP's transmission system to bring electrical power to customers, the proposed project would improve the efficiency of the system's ability to deliver electricity to California's end users.

The proposed project would not conflict with any state or local plan for prioritizing renewable energy or energy efficiency. This impact would be less than significant, and no mitigation is required.

5.7 Geology and Soils

GEOLOGY AND SOILS

Would the project:

	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
a. Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii) Strong seismic groundshaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Be located on geologic units or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Be located on expansive soil, as defined in Section 1803.5.3 of the California Building Code (2019), creating substantial direct or indirect risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Significance criteria established by CEQA Guidelines, Appendix G.

5.7.1 Setting

This section describes geology, soils, and seismic conditions and analyzes environmental impacts related to geologic and seismic hazards that are expected to result from the implementation of the proposed project. The following discussion addresses existing environmental conditions in the affected area, identifies and analyzes environmental impacts, and recommends measures to reduce or avoid any adverse impacts anticipated from Project construction and operation. In addition, existing laws and regulations relevant to geologic and seismic hazards are described. In some cases, compliance with these existing laws and regulations would serve to reduce or avoid certain impacts that might otherwise occur with the implementation of the project.

Baseline geologic, seismic, and soils information were collected from published and unpublished literature, GIS data, and online sources for the proposed project and the surrounding area. Data sources included the following: geologic literature from the U.S. Geological Survey and California Geological Survey, and online reference materials (See Appendix A). The study area was defined as the locations of proposed project components and the areas immediately adjacent to the proposed project for most geologic and soils issue areas with the following exception: the study area related to seismically induced ground shaking includes significant regional active and potentially active faults within 50 miles of the proposed project.

Regional Geologic Setting

The City of Santa Clara is located in the Santa Clara Valley (Valley), a relatively flat alluvial basin. The Santa Cruz Mountains borders the Valley to the southwest and west. The Diablo Mountain Range borders the Valley to the east and the San Francisco Bay borders the Valley to the north. The Valley rises from sea level at the southern end of San Francisco Bay to more than 2,000 feet to the east. The average grade of the valley floor ranges from nearly 0, or horizontal, to about 2 percent, with the surrounding hillsides have steeper grades. (City of Santa Clara, 2011)

The Santa Clara Valley is located within the Coast Ranges geomorphic province of California. This area is characterized by ridges and valleys and by strongly deformed sedimentary and metamorphic rocks of the Franciscan Complex and sediments deposited by a series of merging alluvial fans from streams that drain the adjacent mountains during recent geologic times. The area's groundwater aquifers are made up by the alluvial sediments. The alluvial deposits in the Valley derive from the Diablo Range and the Santa Cruz Mountains. In the north-central area of the Valley, the alluvial deposits are interbedded with bay and lacustrine deposits. Soil types in the area include clay (low-lying central areas), loam and gravelly loam (northern area of the Valley), and eroded rock clay loam (foothills). (City of Santa Clara, 2011)

Local Geology

Most of the City of Santa Clara is located on a gently sloping area of the valley floor in the north-central portion of the Santa Clara Valley. The City is situated on alluvial fan deposits of the Santa Clara Valley. The deposits consist of gravel, sand and finer sediments. Natural levee deposits consisting of silt and clay are located along the City's major streams. Man-made engineered levees have been constructed over many but not all of the natural levee deposits for flood control. (City of Santa Clara, 2011)

Artificial Fill

Artificial fill, often referred to as undocumented or man-made fill, has been placed throughout the City of Santa Clara. Generally, artificial fill is comprised varying amounts of sand, clay, and gravel, with local areas of man-made debris such as lumber, concrete and brick fragments, and industrial slag materials. Consistency of the clays range from soft to very stiff, and density of the sands range from very loose to medium dense. The artificial fills in the City include materials that were placed to fill in naturally low areas, to create building pads and roadways, and to construct landfills. In some cases, older, non-engineered fills have been placed in the City without standards for fill materials or compaction. Building on non-engineered fills can result in the excessive settlement of structures, pavements, and utilities. However, artificial fills placed using current engineering practices would avoid impacts from excessive or differential settlement. (City of Santa Clara, 2011)

Soils

Soils within the proposed project area reflect the underlying rock type, the extent of weathering of the rock, the degree of slope, and the degree of human modification. Expansive soils are characterized by their ability to undergo significant volume change (shrink and swell) due to variations in soil moisture content. Changes in soil moisture can result from rainfall, landscape irrigation, utility leakage, roof drainage, and/or perched groundwater. Expansive soils are typically very fine grained with a high to very high percentage of clay. Such soil conditions can impact the structural integrity of buildings and other structures. Soils with moderate to high shrink-swell potential would be classified as expansive soils.

Expansion potential is generally moderate in the alluvial fan in the southern part of the City and in plain soils. The expansion potential is high in the alluvial plain/valley floor soils in the northern part of the City.

Weak soils can compress, collapse, or spread laterally under the weight of buildings and fill, causing settlement relative to the thickness of the weak soil. Usually the thickness of weak soil will vary and differential settlement will occur. Weak soils also tend to amplify shaking during an earthquake, and can be susceptible to liquefaction, as discussed further in sections below. (City of Santa Clara, 2011) According to hazard mapping compiled by the County of Santa Clara (2012), only soils near the Bay at the City's northernmost edge are identified as compressible.

Potential soil erosion hazards vary depending on the use, conditions, and textures of the soils. The properties of soil that influence erosion by rainfall and runoff are those that affect the infiltration capacity of a soil, and those that affect the resistance of a soil to detachment and being carried away by falling or flowing water. Additionally, soils on steeper slopes would be more susceptible to erosion due to the effects of increased surface flow (runoff) on slopes where there is little time for water to infiltrate before runoff occurs. Soils containing high percentages of fine sands and silt and that are low in density, are generally the most erodible. With increasing clay and organic matter content of these soils, the potential for erosion decreases. Clays act as a binder to soil particles, thus reducing the potential for erosion. Soil erosion hazards are low throughout the City of Santa Clara (City of Santa Clara, 2011).

Slope Stability

Important factors that affect the slope stability of an area include the steepness of the slope, the relative strength of the underlying rock material, and the thickness and cohesion of the overlying colluvium and alluvium. The steeper the slope and/or the less strong the rock, the more likely the area is susceptible to landslides. The steeper the slope and the thicker the colluvium, the more likely the area is susceptible to debris flows. Another indication of unstable slopes is the presence of old or recent landslides or debris flows.

Since the City of Santa Clara is located on a gently sloping and nearly flat valley floor, the City is not subject to landslide risk. According to landslide hazard mapping compiled by the County of Santa Clara (2012), the City of Santa Clara is not within a landslide hazard zone.

Seismicity

Seismic faults can be classified as historically active, active, potentially active, or inactive, based on the following criteria (CGS, 1999):

- Faults that have generated earthquakes accompanied by surface rupture during historic time (approximately the last 200 years) and faults that exhibit aseismic fault creep are defined as Historically Active.
- Faults that show geologic evidence of movement within Holocene time (approximately the last 11,000 years) are defined as Active.
- Faults that show geologic evidence of movement during the Quaternary (approximately the last 1.6 million years) are defined as Potentially Active.
- Faults that show direct geologic evidence of inactivity during all of Quaternary time or longer are classified as Inactive.

Although it is difficult to quantify the probability that an earthquake will occur on a specific fault, this classification is based on the assumption that if a fault has moved during the Holocene epoch, it is likely to produce earthquakes in the future.

Periodic earthquakes accompanied by surface displacement can be expected to continue in the City. Active and potentially active faults within 50 miles of the project alignments that are significant potential seismic sources relative to the proposed project are presented in Table 5.7-1.

Table 5.7-1. Significant Active and Potentially Active Faults within 50 miles of the Proposed Project

Fault Name	Distance¹ (miles)	Location Relative to Project	Estimated Maximum Magnitude^{2,3}
Calaveras	2.85		6.3–7.0
Monte Vista-Shannon	14.8		6.5
Ortogonalita	16.3		7.1
San Andreas	17.64	South of the proposed project.	7.1
Greenville	19.3		7.0
Zayante-Vergeles	21.1		7.0
Hayward-Rodgers Creek	22.3		6.8–7.3
Quien Sabe	23.2		6.6
Great Valley 8	26.5		6.8
Great Valley 7	27.2		6.9
Great Valley 9	33.1		6.8
Monterey Bay-Tularcitos	36.7		7.3
Mount Diablo Thrust	37.8		6.7
Rinconada	38.9		7.5
San Gregorio	39.8		7.5

1 - Fault distances obtained from the 2008 National Seismic Hazard Maps – Source Parameters website (USGS, 2018).

2 - Maximum Earthquake Magnitude – the maximum earthquake that appears capable of occurring under the presently known tectonic framework; magnitude listed is “Ellsworth-B” magnitude from USUSGS OF08-1128 (Documentation for the 2008 Update of the U.S. National Seismic Hazard Maps) unless otherwise noted.

3 - Range of Magnitude represents varying potential rupture scenarios with single or multiple segments rupturing in various combinations.

Fault Rupture

Fault rupture is the surface displacement that occurs when movement on a fault deep within the earth breaks through to the surface. Fault rupture and displacement almost always follows preexisting faults, which are zones of weakness; however, not all earthquakes result in surface rupture (i.e., earthquakes that occur on blind thrusts do not result in surface fault rupture). Rupture may occur suddenly during an earthquake or slowly in the form of fault creep. In addition to damage caused by ground shaking from an earthquake, fault rupture is damaging to buildings and other structures due to the differential displacement and deformation of the ground surface that occurs from the fault offset leading to damage or collapse of structures across this zone.

While the closest fault to the project site is the active Calaveras fault, no known active or potentially active faults are mapped crossing or immediately adjacent to the proposed project route. The City does not contain any faults zoned under the Alquist-Priolo Earthquake Fault Zoning Act (CGS, 2007, as cited in City of Santa Clara, 2011). There is no risk of surface fault rupture in the City of Santa Clara (County of Santa Clara, 2012).

Ground Shaking

An earthquake is classified by the amount of energy released, which traditionally has been quantified using the Richter scale. Recently, seismologists have begun using a Moment Magnitude (M) scale because it provides a more accurate measurement of the size of major and great earthquakes. For earthquakes of

less than M 7.0, the Moment and Richter Magnitude scales are nearly identical. For earthquake magnitudes greater than M 7.0, readings on the Moment Magnitude scale are slightly greater than a corresponding Richter Magnitude.

The intensity of the seismic shaking, or strong ground motion, during an earthquake is dependent on the distance between the project area and the epicenter of the earthquake, the magnitude of the earthquake, and the geologic conditions underlying and surrounding the project area. Earthquakes occurring on faults closest to the project area would most likely generate the largest ground motion. Earthquake damage resulting from ground shaking is determined by several factors: the magnitude of an earthquake, depth of focus, distance from the fault, intensity and duration of shaking, local groundwater and soil conditions, presence of hillsides, structural design and the quality of workmanship and materials used in construction. The USGS National Seismic Hazard (NSH) Maps were used to estimate approximate peak ground accelerations (PGAs) in the proposed project area. The NSH Maps depict peak ground accelerations with a 2 percent probability of exceedance in 50 years which corresponds to a return interval of 2,475 years and for a maximum considered earthquake. The estimated approximate peak ground acceleration from large earthquakes for the project area is 0.80 g, which corresponds to strong ground shaking (USGS, 2014). The City is located in a region characterized by a moderate to high ground shaking hazard. (City of Santa Clara, 2011)

Liquefaction

Liquefaction is the phenomenon in which saturated granular sediments temporarily lose their shear strength during periods of earthquake-induced strong ground shaking. The susceptibility of a site to liquefaction is a function of the depth, density, and water content of the granular sediments and the magnitude and frequency of earthquakes in the surrounding region. Saturated, unconsolidated silts, sands, and silty sands within 50 feet of the ground surface are most susceptible to liquefaction. Liquefaction-related phenomena include lateral spreading, ground oscillation, flow failures, loss of bearing strength, subsidence, and buoyancy effects (Youd and Perkins, 1978). In addition, densification of the soil resulting in vertical settlement of the ground can also occur. In order to determine liquefaction susceptibility of a region, three major factors must be analyzed. These include: (a) the density and textural characteristics of the alluvial sediments; (b) the intensity and duration of ground shaking; and (c) the depth to groundwater.

The City of Santa Clara is almost entirely within the zone of liquefaction hazard (County of Santa Clara, 2012). Ground failure caused by liquefaction is thus a substantial concern for much of the City's development. Based on County hazards mapping, the City's southern edge, approaching Stevens Creek Boulevard and Interstate 280, is likely at less risk of liquefaction due to the underlying soil types (City of Santa Clara, 2011).

Regulatory Background

Federal

The Clean Water Act. The Clean Water Act establishes the basic structure for regulating discharges of pollutants into the Waters of the U.S. The Act authorized the Public Health Service to prepare comprehensive programs for eliminating or reducing the pollution of interstate waters and tributaries and improving the sanitary condition of surface and underground waters with the goal of improvements to and conservation of waters for public water supplies, propagation of fish and aquatic life, recreational purposes, and agricultural and industrial uses. The proposed project construction may disturb a surface area greater than one acre; therefore, SVP would be required to obtain a National Pollution Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction

Activity under Clean Water Act regulations. Compliance with the NPDES would require that the applicant prepare and submit a Storm Water Pollution Prevention Plan (SWPPP).

The International Building Code (IBC). The International Building Code (IBC) is published by the International Code Council (ICC). The scope of this code covers major aspects of the design and construction of structures and buildings, except for three-story one- and two-family dwellings and town homes. The International Building Code has replaced the Uniform Building Code as the basis for the California Building Code and contains provisions for structural engineering design. The 2018 IBC addresses the design and installation of structures and building systems through requirements that emphasize performance. The IBC includes codes governing structural as well as fire- and life-safety provisions covering seismic, wind, accessibility, egress, occupancy, and roofs.

State

The California Building Code, Title 24, Part 2 (CBC, 2019). The California Building Code, Title 24, Part 2 provides building codes and standards for design and construction of structures in California. The 2019 CBC is based on the 2018 International Building Code with the addition of more extensive structural seismic provisions. Chapter 16 of the CBC contains definitions of seismic sources and the procedure used to calculate seismic forces on structures.

The Alquist-Priolo Earthquake Fault Zoning Act of 1972, Public Resources Code (PRC), sections 2621–2630 (formerly the Special Studies Zoning Act). The Alquist-Priolo Earthquake Fault Zoning Act regulates development and construction of buildings intended for human occupancy to avoid the hazard of surface fault rupture. While this Act does not specifically regulate transmission and telecommunication lines; it does help define areas where fault rupture is most likely to occur. This Act groups faults into categories of active, potentially active, and inactive faults. Historic and Holocene age faults are considered active, Late Quaternary and Quaternary age faults are considered potentially active, and pre-Quaternary age faults are considered inactive. These classifications are qualified by the conditions that a fault must be shown to be “sufficiently active” and “well defined” by detailed site-specific geologic explorations in order to determine whether building setbacks should be established.

The Seismic Hazards Mapping Act (the Act) of 1990 (Public Resources Code, Chapter 7.8, Division 2, sections 2690–2699). The Act directs the California Department of Conservation, Division of Mines and Geology [now called California Geological Survey (CGS)] to delineate Seismic Hazard Zones. The purpose of the Act is to reduce the threat to public health and safety and to minimize the loss of life and property by identifying and mitigating seismic hazards. Cities, counties, and State agencies are directed to use seismic hazard zone maps developed by CGS in their land-use planning and permitting processes. The Act requires that site-specific geotechnical investigations be performed prior to permitting most urban development projects within seismic hazard zones.

Local

City of Santa Clara General Plan. The purpose of the City’s safety policies is to identify potential hazards and measures that can lessen risks for the City’s population and property. The following policies in the General Plan generally relate to the proposed project (City of Santa Clara, 2014):

- **Policy 5.10.5-P5.** Regulate development, including remodeling or structural rehabilitation, to ensure adequate mitigation of safety hazards, including flooding, seismic, erosion, liquefaction and subsidence dangers.

- **Policy 5.10.5-P6.** Require that new development is designed to meet current safety standards and implement appropriate building codes to reduce risks associated with geologic conditions.
- **Policy 5.10.5-P7.** Implement all recommendations and design solutions identified in project soils reports to reduce potential adverse effects associated with unstable soils or seismic hazards.
- **Policy 5.10.5-P10.** Support efforts by the Santa Clara Valley Water District to reduce subsidence.

5.7.2 Environmental Impacts and Mitigation Measures

a. Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:

- i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.**

NO IMPACT. No known faults are located in a manner that would cross the proposed new 60 kV transmission line or would be immediately adjacent to it. Therefore, there is no potential for the project to directly or indirectly cause primary fault rupture.

- ii) Strong seismic ground shaking?**

LESS THAN SIGNIFICANT. The proposed project would be located in an area mapped as likely to experience strong ground shaking in the event of a large earthquake with PGA's of 0.70 or a 2 percent probability of exceedance in 50 years. The area has historically experienced moderate to severe groundshaking due to the numerous earthquakes that have occurred in the San Francisco Bay Area, as shown in Table 5.7-2. These earthquakes have resulted in severe damage to structures, millions of dollars in property damage, and deaths.

The existing and new 60 kV transmission line have been and would be designed to a wind loading standard that generally also exceeds seismic loading criteria, thus reducing the risk of a pole failing during a seismic event. The potential for earthquake-induced groundshaking damage to the new poles would not change from the current conditions; therefore, there would be a less-than-significant impact for the project to directly or indirectly cause substantial adverse effects as a result of groundshaking.

- iii) Seismic-related ground failure, including liquefaction?**

LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED. The proposed project route is located in the City of Santa Clara, which is almost entirely within the zone of liquefaction hazard. Therefore, the potential for liquefaction-related damage to newly constructed poles along the proposed 60 kV transmission line is high. To ensure that direct and indirect impacts associated with seismically induced ground failures or liquefaction would be less than significant, Mitigation Measure G-1 (Conduct Geotechnical Investigations for Liquefaction) shall be implemented prior to final project design to ensure that people or structures are not exposed to hazards from the project associated with earthquake-induced liquefaction.

Mitigation Measure for Seismically Induced Liquefaction

- MM G-1 Conduct Geotechnical Investigations for Liquefaction.** Because seismically induced liquefaction-related ground failure has the potential to damage or destroy project components, the design-level geotechnical investigations to be performed by SVP shall consider investigations designed to assess the potential for liquefaction to affect the new

project poles in the City of Santa Clara where there is high potential for liquefaction-related impacts. Where these hazards are found to exist, appropriate engineering design and construction measures shall be incorporated into the project designs as deemed appropriate by the project engineer. Design measures that would mitigate liquefaction-related impacts could include bigger foundations, installation of flexible bus connections, and/or incorporation of slack in cables to allow ground deformations without damage to structures.

iv) Landslides?

NO IMPACT. The proposed project would be located on a traverse flat to relatively flat topography and no known landslides occur in the immediate project vicinity; therefore, landslides and other slope failures are highly unlikely to occur. There would be no impact related to landslides or slope instability.

b. Would the project result in substantial soil erosion or the loss of topsoil?

LESS THAN SIGNIFICANT. Increased rates of soil erosion are not expected to result from the installation of structures for the new 60 kV transmission line segments or replacement of the existing wood poles to tubular steel poles due to the limited amount of surface ground disturbance anticipated for construction of these features. No trenching or extensive grading will be required for construction of the proposed project that would expose and loosen soils and result in potential erosion or loss of topsoil. Therefore, there would be a less than significant impact.

c. Would the project be located on geologic units or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?

LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED. As discussed above in Item (a)(iii) regarding liquefaction, the proposed project would be constructed in an area within the zone of liquefaction hazard; therefore, structures could potentially suffer liquefaction-related damage. However, implementation of Mitigation Measure G-1 (Conduct geotechnical investigations for liquefaction) prior to final project design would ensure that people or structures are not exposed to hazards associated with earthquake-induced liquefaction, reducing the impact to less than significant. Additionally, as discussed above in Item (a)(iv) Landslides, there would be no impact from landslides as the proposed project is located on and traverses flat to gently sloping terrain and would not be subject to landslides.

d. Would the project located on expansive soil, as defined in Section 1803.5.3 of the California Building Code (2019), creating substantial direct or indirect risks to life or property?

NO IMPACT. Based on the geologic and soils units underlying the proposed project area and the hazard mapping compiled by the County of Santa Clara (2012), expansive soils are not expected to occur. Therefore, there would be no impact.

e. Would the project have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?

NO IMPACT. The proposed project would not include any components requiring septic tanks or alternative wastewater systems. Therefore, there would be no impact.

f. Would the project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED. The proposed project is anticipated to disturb the ground surface up to depths of 30 feet, and thus has some potential to impact older Quaternary Alluvium, which is known to appear at depths below 20 feet, and has the potential to contain unique paleontological resources or sites, or unique geologic features. Therefore, there is a low possibility that previously unknown paleontological resources or unique geologic features could be discovered and damaged or destroyed during ground disturbance, which would constitute a significant impact absent mitigation. Implementation of MM G-2 would evaluate and protect unanticipated discoveries of unique paleontological resources or unique geologic features, thereby reducing this potential impact to a less than significant level.

Mitigation Measure for Previously Unidentified Paleontological Resources

MM G-2 Worker Training and Management of Unanticipated Discoveries of Paleontological Resources. In the event that unanticipated paleontological resources or unique geologic resources are encountered during ground-disturbing or other construction activities, a paleontologist must be retained who meets the professional paleontologist qualifications (Society of Vertebrate Paleontology's Standard Procedures, 2010) and has demonstrated experience in carrying paleontological projects to completion. This qualified paleontologist must develop and implement a Paleontological Resources Management Plan (PRMP) for the project area that meets the standards set forth by the Society of Vertebrate Paleontology (2010). This shall include:

- A Worker Environmental Awareness Program (WEAP) wherein all construction personnel are trained on the processes to be followed upon encountering any fossils.
- A monitoring plan for ground disturbing activities that provides the monitor(s) with the authority to temporarily halt or divert equipment. Monitors shall be onsite for any disturbance of sediments with high or unknown paleontological sensitivity. Monitors must have demonstrated sufficient paleontological training and field experience to have acceptable knowledge and experience of fossil identification, salvage and collection methods, paleontological techniques, and stratigraphy.
- A recovery plan for significant fossils that provides for the treatment of specimens to the point of identification and permanent preservation, including washing of sediments to recover small invertebrates and vertebrates.
- A specimen identification, analysis, and curation plan that includes identification to the lowest taxonomic level possible; taxonomic, taphonomic, and biostratigraphic analysis; and curation to the standards of the repository where they will be curated.

5.8 Greenhouse Gas Emissions

GREENHOUSE GAS EMISSIONS

Would the project:

	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Significance criteria established by CEQA Guidelines, Appendix G.

5.8.1 Setting

Physical Setting and Effects of GHG Emissions. The global climate depends on the presence of naturally occurring greenhouse gases (GHG) to provide what is commonly known as the “greenhouse effect” that allows heat radiated from the Earth’s surface to warm the atmosphere. The greenhouse effect is driven mainly by water vapor, aerosols, carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), and other constituents. Globally, the presence of GHG affects temperatures, precipitation, sea levels, ocean currents, wind patterns, and storm activity.

Human activity directly contributes to emissions of six primary anthropogenic GHGs: CO₂, CH₄, N₂O, hydrofluorocarbons (HFCs), perfluorocarbons (PFCs), and sulfur hexafluoride (SF₆). The standard definition of anthropogenic GHG includes these six substances under the 1997 Kyoto Protocol (UNFCCC, 1998). The most important and widely occurring anthropogenic GHG is CO₂, primarily from the use of fossil fuels as a source of energy.

Changing temperatures, precipitation, sea levels, ocean currents, wind patterns and storm activity provide indicators and evidence of the effects of climate change. For the period 1950 onward, relatively comprehensive data sets of observations are available. Research by California’s Office of Environmental Health Hazard Assessment (OEHHA) documented effects of climate change including impacts on terrestrial, marine, and freshwater biological systems, with resulting changes in habitat, agriculture, and food supply. Various indicators and evidence illustrate the many aspects of climate change, namely, how temperature and precipitation are changing, and how these changes are affecting the environment, specifically freshwater and marine systems, as well as humans, plants and animals (OEHHA, 2013).

GHG-Emissions Trends. California first formalized a strategy to achieve GHG reductions in 2008, when California produced approximately 483 million metric tons of CO₂ equivalent (MMTCO₂e) according to the official Air Resources Board inventory (ARB, 2017a). The economy-wide emissions have been declining in recent years, and California emitted approximately 440 MMTCO₂e in 2015 (ARB, 2017a). Globally, anthropogenic GHG emissions have increased by roughly 80%, from around 27,000 to 49,000 MMTCO₂e per year between 1970 and 2010 (IPCC, 2014). However, in this global context, California emits less than one percent of the global anthropogenic GHG.

Regulatory Background

California Global Warming Solutions Act of 2006 [Assembly Bill 32 (AB 32)]. The California Global Warming Solutions Act of 2006 (AB 32) required that California’s greenhouse gas (GHG) emissions be reduced to 1990 levels by 2020. The reduction is being accomplished through an enforceable statewide cap on global warming emissions beginning in 2012. AB 32 directs the ARB to develop regulations and a mandatory

reporting system to track and monitor global warming emissions levels (AB 32, Chapter 488, Statutes of 2006). The ARB Climate Change Scoping Plan, initially approved December 2008 and most recently updated by ARB in December 2017, provides the framework for achieving California's goals (ARB, 2017b).

In passing AB 32, the California Legislature found that:

Global warming poses a serious threat to the economic well-being, public health, natural resources, and the environment of California. The potential adverse impacts of global warming include the exacerbation of air quality problems, a reduction in the quality and supply of water to the state from the Sierra snowpack, a rise in sea levels resulting in the displacement of thousands of coastal businesses and residences, damage to marine ecosystems and the natural environment, and an increase in the incidences of infectious diseases, asthma, and other human health-related problem."

Other major Executive Orders, legislation, and regulations adopted for the purpose of reducing GHG emissions support the implementation of AB 32 and California's climate goals, as described below.

California Governor's Executive Order B-30-15 and Senate Bill 32 (SB 32). Executive Order B-30-15 (April 2015) establishes a California greenhouse gas reduction target of 40 percent below 1990 levels by 2030. One purpose of this interim target is to ensure California meets its target of reducing greenhouse gas emissions to 80 percent below 1990 levels by 2050. This executive order also specifically addresses the need for climate adaptation and directs state agencies to update the California Climate Adaptation Strategy to identify how climate change will affect California infrastructure and industry and what actions the state can take to reduce the risks posed by climate change. Senate Bill 32 (SB 32) of 2016 codifies this GHG emissions target to 40 percent below the 1990 level by 2030.

Clean Energy and Pollution Reduction Act of 2015 [Senate Bill 350 (SB 350)]. California's state policy objectives on long-term energy planning were updated with SB 350 legislation that was signed into law on October 7, 2015. The requirements include demonstrating through integrated resource planning how each energy service provider, such as SVP, will continue to expand the use of renewable energy supplies in the mix of electricity delivered to end-use customers. With SB 350 California expanded the specific set of objectives to be achieved by 2030, with the following:

- To increase the Renewable Portfolio Standard (RPS) from 33 percent to 50 percent for the procurement of California's electricity from renewable sources; and
- To double the energy efficiency savings in electricity and natural gas end uses by retail customers.

Mandatory Reporting of Greenhouse Gas Emissions (17 CCR 95100 to 95158). The ARB Regulation for the Mandatory Reporting of Greenhouse Gas Emissions, or mandatory reporting rule (MRR), applies to electric power distribution companies and to fossil fuel electricity generating facilities with a nameplate capacity equal or greater than 1 MW capacity. As an Electric Power Entity under this rule, SVP must report GHG emissions associated with providing electricity to end-use customers.

Cap-and-Trade Program (17 CCR 95801 to 96022). The California Cap on Greenhouse Gas Emissions and Market-Based Compliance Mechanisms Regulation (Cap-and-Trade Program) was initially approved by ARB in 2011. The Cap-and-Trade Program applies to covered entities that fall within certain source categories, including first deliverers of electricity (such as fossil fuel power plants) and electrical distribution utilities, such as SVP. The covered entities must hold compliance instruments sufficient to cover the actual GHG emissions, as evidenced through the MRR requirements. This means that SVP, as an electrical distribution utility, bears the GHG compliance obligation for electricity delivered to end-users that are not otherwise covered entities in the Cap-and-Trade Program.

Emission Reductions of SF₆ from Gas Insulated Switchgear (17 CCR 95350 to 95359). In 2010, ARB adopted a regulation for reducing or phasing-out SF₆ emissions from electric power system gas insulated switchgear. The regulation requires owners of such switchgear to: (1) annually report their SF₆ emissions; (2) determine the emission rate relative to the SF₆ capacity of the switchgear; (3) provide a complete inventory of all gas insulated switchgear and their SF₆ capacities; (4) produce a SF₆ gas container inventory; and (5) keep all information current for ARB enforcement staff inspection and verification.

5.8.2 Environmental Impacts and Mitigation Measures

a. Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

LESS THAN SIGNIFICANT. The proposed activities include mobilizing construction equipment, crews, and materials, excavating holes for poles, installing concrete pier foundations, installing poles and wire stringing. These activities during construction would cause GHG emissions due to fuels used by the construction vehicles and equipment. Diesel and gasoline-powered construction equipment would include trucks for linework, lifts, delivery, concrete, water and work crews, backhoes, loaders, drill rigs, cranes, and small welders, pumps and generators. Equipment and motor vehicles would directly emit CO₂, CH₄, and N₂O due to fuel use and combustion, and motor vehicle fuel combustion emissions in terms of CO₂e are approximately 95 percent CO₂, and CH₄ and N₂O emissions occur at rates of less than 1 percent of the mass of combustion CO₂ emissions.

The resulting one-time quantity of GHG emitted during construction would be around 435 MTCO₂e (see Appendix F), based on use of the California Emissions Estimator Model (CalEEMod; v.2016.3.2). These emissions would cease at the conclusion of the 6-month construction duration. These one-time project-level emissions would be well below the threshold level of 10,000 MTCO₂e for annually recurring emissions from stationary sources (BAAQMD, 2017).

Upon completion of construction, operation of the project would not result in a notable incremental increase in GHG emissions from O&M activities. Substations involving new or modified circuit breakers would use gas insulated switchgear that would be a source of GHG due to the leakage of SF₆. The quantity of potential SF₆ emissions and the total rate in terms of CO₂e would be minor, and the circuit breakers would be required to comply with the ARB-adopted standards for SF₆ use in gas insulated circuit breakers. The resultant level of GHG would not have a significant impact on the environment, and the impact associated with the GHG emissions would be less than significant.

b. Would the project conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases?

LESS THAN SIGNIFICANT. California's regulatory setting for GHG emissions (Section 5.8.1) ensures that most of the existing and foreseeable GHG sources in electric power sector are subject to one or more programs aimed at reducing GHG. The Climate Change Scoping Plan (ARB, 2017b) provides an outline of actions to reduce California's GHG emissions. The scoping plan requires ARB and other state agencies to adopt regulations and other initiatives to reduce GHGs.

The proposed project would generate the limited quantities of direct GHG emissions from the construction and O&M activities. The mix of power serving the end-use customers would not change as a result of the proposed project. The proposed project would improve the infrastructure used in distribution of SVP's energy supply, and would not affect SVP's ability to supply renewable energy. By improving the local transmission and distribution system, the project would be likely to improve energy efficiency in the

transmission and distribution of electricity. Electrical losses associated with the high voltage transmission system are generally less than losses within the lower-voltage distribution system mainly because the total length of transmission lines is far less than that for distribution in most power systems, and that currents and thus losses are lower at high voltages (IPCC, 2014).

California's Cap-and-Trade regulation is the major climate program covering project related GHG emissions. Construction and O&M activities would cause GHG emissions due to fuels used by the vehicles and equipment. The end-users of motor vehicle fuels like gasoline and diesel may include construction contractors that are not otherwise designated as covered entities in the Cap-and-Trade program, and these do not directly bear the Cap-and-Trade compliance obligation. However, all fuel suppliers, including refiners and pipeline companies, must cover the end-user's GHG emissions. Because the project-related GHG emissions, including construction-phase emissions and the operational-phase mobile source emissions, would be "covered" by the fuel suppliers subject to Cap-and-Trade requirements, these emissions would not conflict California's progress towards achieving GHG reductions.

As in the existing conditions, SVP would comply with ARB SF₆ regulations to inventory, report, and minimize SF₆ leaks through the use of new technology. By complying with these requirements, the proposed project would not conflict with any applicable GHG management plan, policy, or regulation. Therefore, this impact would be less than significant.

5.9 Hazards and Hazardous Materials

HAZARDS AND HAZARDOUS MATERIALS

Would the project:

	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Significance criteria established by CEQA Guidelines, Appendix G.

5.9.1 Setting

This section addresses issues related to environmental hazards and hazardous materials in the existing conditions. Environmental hazards include accidental spills of hazardous materials, the presence of existing subsurface contamination, the risk of wildfire, and aircraft safety. Hazardous materials include fuel, oil, and lubricants. If encountered, contaminated soil can pose a health and safety threat to workers or the public.

Existing and Past Land Uses

Existing and past land use activities are commonly used as indicators of sites or areas with potential for hazardous material storage and use or potential environmental contamination. For example, many industrial sites, historic and current, have soil or groundwater contamination by hazardous substances. Other hazardous materials sources include leaking underground tanks in commercial and rural areas, contaminated surface runoff from polluted sites, and contaminated groundwater plumes.

The proposed project area is located in an urban and highly developed area in the northeast of the City of Santa Clara. Land uses in this area are primarily light and heavy industrial and the area is dominated by commercial and industrial buildings.

Hazardous Materials

Construction activities routinely involve use and storage of hazardous materials such as cleaning solvents, paints, adhesives, vehicle fuels, oil, hydraulic fluid, and other vehicle and equipment maintenance fluids. The use and storage of such materials must comply with federal and state regulations. Hazardous material use during construction of the new 60 kV transmission line would be limited to motor vehicles fluids associated with construction vehicles. No acutely hazardous materials would be associated with construction, maintenance, or operation of the project.

Environmental Contamination

The proposed project area is located within the vicinity of commercial or industrial sites with known past contamination and sites that store and use large quantities of hazardous materials where unknown contamination may be present. A review of the State Water Resources Control Board (SWRCB) GeoTracker (SWRCB, 2017) and California Department of Toxic Substance Control (DTSC) EnviroStor databases (DTSC, 2017b) revealed that there are currently no sites that have known or potential contamination to soils or groundwater within 1 mile of the proposed project site. The proposed project is not located in any sites identified on a list of hazardous materials waste and substances sites pursuant to Government Code Section 65962.5, including the Cortese List (DTSC, 2017a).

Schools

There are no schools or learning centers located within a 0.25-mile radius of the proposed project route.

Airports and Airstrips

The Norman Y. Mineta San Jose International Airport (Airport) is located to the east of, and adjacent to, the City of Santa Clara. The Airport is directly adjacent to the eastern section of the proposed project route. A private heliport, McCandless heliport, is located about 1 mile northwest of the proposed project area.

Electromagnetic Fields

Electric voltage and electric current from transmission lines create electromagnetic fields (EMF). Possible health effects associated with exposure to EMF have been the subject of scientific investigation since the 1970s, and there continues to be public concern about the health effects of EMF exposure. However, EMF is not addressed here as an environmental impact under CEQA. SVP has repeatedly recognized that EMF is not an environmental impact to be analyzed in the context of CEQA because (1) there is no agreement among scientists that EMF does create a potential health risk, and (2) there are no defined or adopted CEQA standards for defining health risks from EMF.

Regulatory Background

Hazardous substances are defined by federal and State regulations that aim to protect public health and the environment. Hazardous materials have certain chemical, physical, or infectious properties that cause them to be considered hazardous. Hazardous substances are defined in the federal Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Section 101(14), and also in the California Code of Regulations (CCR), Title 22, Chapter 11, Article 2, Section 66261, which provides the following definition:

A hazardous material is a substance or combination of substances which, because of its quantity, concentration, or physical, chemical or infectious characteristics, may either (1) cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness; or (2) pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported or disposed of or otherwise managed.

For this analysis, soil that is excavated from a site containing hazardous materials would be considered to be a hazardous waste if it exceeded specific CCR Title 22 criteria or criteria defined in CERCLA or other relevant federal regulations. Remediation (cleanup and safe removal/disposal) of hazardous wastes found at a site is required if excavation of these materials occurs; it may also be required if certain other activities occur. Even if soils or groundwater at a contaminated site do not have the characteristics required to be defined as hazardous wastes, remediation of the site may be required by regulatory agencies subject to jurisdictional authority. Cleanup requirements are determined on a case-by-case basis by the agency taking lead jurisdiction.

Federal

Toxic Substances Control Act. The federal Toxic Substances Control Act (1976) and the Resource Conservation and Recovery Act of 1976 (RCRA) established a program administered by the U.S. Environmental Protection Agency (EPA) for the regulation of the generation, transportation, treatment, storage, and disposal of hazardous waste. RCRA was amended in 1984 by the Hazardous and Solid Waste Act (HSWA), which affirmed and extended the “cradle to grave” system of regulating hazardous wastes. The use of certain techniques for the disposal of some hazardous wastes was specifically prohibited by HSWA.

CERCLA, including the Superfund program, was enacted by Congress on December 11, 1980. This law provided broad federal authority to respond directly to releases or threatened releases of hazardous substances that may endanger public health or the environment. CERCLA established requirements concerning closed and abandoned hazardous waste sites; provided for liability of persons responsible for releases of hazardous waste at these sites; and established a trust fund to provide for cleanup when no responsible party could be identified. CERCLA also enabled the revision of the National Contingency Plan (NCP). The NCP provided the guidelines and procedures needed to respond to releases and threatened releases of hazardous substances, pollutants, and/or contaminants. The NCP also established the National Priorities List (NPL). CERCLA was amended by the Superfund Amendments and Reauthorization Act (SARA) on October 17, 1986.

State

California Environmental Protection Agency. The California Environmental Protection Agency (Cal/EPA) was created in 1991, which unified California’s environmental authority in a single cabinet-level agency and brought the Air Resources Board (ARB), State Water Resources Control Board (SWRCB), Regional Water Quality Control Boards (RWQCBs), Integrated Waste Management Board (IWMB), DTSC, Office of Environmental Health Hazard Assessment (OEHHA), and Department of Pesticide Regulation (DPR) under one agency. These agencies were placed within the Cal/EPA “umbrella” for the protection of human health and the environment and to ensure the coordinated deployment of State resources. Their mission is to restore, protect and enhance the environment, to ensure public health, environmental quality, and economic vitality.

California Hazardous Waste Control Law. The California Hazardous Waste Control Law (HWCL) is administered by Cal/EPA to regulate hazardous wastes. While the HWCL is generally more stringent than RCRA, until the EPA approves the California program, both the State and federal laws apply in California. The HWCL

lists 791 chemicals and about 300 common materials that may be hazardous; establishes criteria for identifying, packaging and labeling hazardous wastes; prescribes management controls; establishes permit requirements for treatment, storage, disposal and transportation; and identifies some wastes that cannot be disposed of in landfills.

California Department of Toxic Substance Control. Department of Toxic Substance Control (DTSC) is a department of Cal/EPA and is the primary agency in California that regulates hazardous waste, cleans-up existing contamination, and looks for ways to reduce the hazardous waste produced in California. DTSC regulates hazardous waste in California primarily under the authority of RCRA and the California Health and Safety Code. Other laws that affect hazardous waste are specific to handling, storage, transportation, disposal, treatment, reduction, cleanup, and emergency planning.

California Department of Industrial Relations, Division of Occupational Safety and Health Administration. The California Occupational Safety and Health Administration (Cal/OSHA) is the primary agency responsible for worker safety in the handling and use of chemicals in the workplace. Cal/OSHA standards are generally more stringent than federal regulations. The employer is required to monitor worker exposure to listed hazardous substances and notify workers of exposure (8 CCR Sections 337-340). The regulations specify requirements for employee training, availability of safety equipment, accident-prevention programs, and hazardous substance exposure warnings.

California Fire Plan. The Strategic California Fire Plan was finalized in June 2010 and directs each California Department of Forestry and Fire Protection (CAL FIRE) Unit to prepare a locally specific Fire Management Plan. In compliance with the California Fire Plan, individual CAL FIRE units are required to develop Fire Management Plans for their areas of responsibility. These documents assess the fire situation within each of CAL FIRE's 21 units and six contract counties. The plans include stakeholder contributions and priorities and identify strategic areas for pre-fire planning and fuel treatment, as defined by the people who live and work with the local fire problem. The plans are required to be updated annually.

Local

City of Santa Clara General Plan. The purpose of the City's safety policies is to identify potential hazards and measures that can lessen risks for the City's population and property. The following policies in the General Plan generally relate to the proposed project (City of Santa Clara, 2014):

- **Policy 5.10.5-P22.** Regulate development on sites with known or suspected contamination of soil and/or groundwater to ensure that construction workers, the public, future occupants and the environment are adequately protected.
- **Policy 5.10.5-P23.** Require appropriate clean-up and remediation of contaminated sites.
- **Policy 5.10.5-P24.** Protect City residents from the risks inherent in the transport, distribution, use and storage of hazardous materials.
- **Policy 5.10.5-P27.** Locate hazardous waste management facilities in areas designated as Heavy Industrial on the Land Use Diagram if compatible with surrounding uses and consistent with the County Hazardous Waste Management Plan.
- **Policy 5.10.5-P29.** Continue to refer proposed projects located within the Airport Influence Area to the Airport Land Use Commission.

5.9.2 Environmental Impacts and Mitigation Measures

a. Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED – CONSTRUCTION. The use of hazardous materials during project construction would be minimal. Hazardous materials may include gasoline, diesel fuel, hydraulic oils, equipment coolants, and any generated wastes that may include these materials. These materials are considered hazardous because they are flammable and/or contain toxic compounds, such as volatile organic compounds and heavy metals. Wastes considered hazardous by the State of California would be transported and disposed of according to applicable federal, State, and local regulations, as described above under Applicable Regulations. Fueling and routine maintenance of equipment and vehicles would be performed off site to the greatest extent feasible. However, minor spills or releases of hazardous materials could occur due to improper handling and/or storage practices during construction activities.

Therefore, implementation of MM HM-1 (Hazardous Substance Control and Emergency Response) would reduce potential impacts associated with hazardous material transport, use, and disposal during construction, which would ensure that project construction would not create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials. Further, SVP would also implement its existing hazardous substance control and emergency response procedures,

In addition, wooden poles would be removed from the project area during construction and disposed of in accordance with federal, State and local regulations. The wooden poles have been treated with a wood preservative that contains hazardous compounds such as polycyclic aromatic hydrocarbons. During disposal, these treated wood poles would be classified as Utility Wood Waste (UWW), which is a category of Treated Wood Waste (TWW). Once removed from the ground, the wooden poles would be immediately transported offsite, and would be collected in project-specific containers at a staging yard. As containers are filled, poles would be transported to an appropriately licensed Class I (hazardous waste) or Class II (designated waste) landfill or the composite-lined portion of a solid waste landfill approved by the appropriate Regional Water Quality Control Board (RWQCB). The transport and disposal of the poles would not pose a significant hazard to the environment or the public.

Mitigation Measure for Transport, Use, or Disposal of Hazardous Materials

MM HM-1 Hazardous Substance Control and Emergency Response. SVP shall implement its hazardous substance control and emergency response procedures as needed. The procedures identify methods and techniques to minimize the exposure of the public and site workers to potentially hazardous materials during all phases of project construction through operation. They address worker training appropriate to the site worker's role in hazardous substance control and emergency response. The procedures also require implementing appropriate control methods and approved containment and spill-control practices for construction and materials stored on site. If it is necessary to store chemicals on site, they shall be managed in accordance with all applicable regulations. Material safety data sheets shall be maintained and kept available on site, as applicable.

Project construction will involve soil surface blading/leveling, excavation of up to several feet, and augering to a maximum depth of 30 feet in some areas. No known soil contamination was identified within the project area. In the event that soils suspected of being contaminated (on the basis of visual, olfactory, or other evidence) are removed during site grading activities or excavation activities, the excavated soil shall be tested, and if

contaminated above hazardous waste levels, shall be contained and disposed of at a licensed waste facility. The presence of known or suspected contaminated soil shall require testing and investigation procedures to be supervised by a qualified person, as appropriate, to meet state and federal regulations.

All hazardous materials and hazardous wastes shall be handled, stored, and disposed of in accordance with all applicable regulations, by personnel qualified to handle hazardous materials. The hazardous substance control and emergency response procedures include, but are not limited to, the following:

- Proper disposal of potentially contaminated soils.
- Establishing site-specific buffers for construction vehicles and equipment located near sensitive resources.
- Emergency response and reporting procedures to address hazardous material spills.
- Stopping work at that location and contacting the City Fire Department Hazardous Materials Division immediately if visual contamination or chemical odors are detected. Work will be resumed at this location after any necessary consultation and approval by the Hazardous Materials Division.

SVP shall complete its Emergency Action Plan Form as part of project tailboard meetings. The purpose of the form is to gather emergency contact numbers, first aid location, work site location, and tailboard information.

LESS THAN SIGNIFICANT IMPACT – OPERATIONS AND MAINTENANCE. Other than substances associated with motor vehicles that would be used for annual line inspection, no hazardous materials are associated with maintenance and operation of the project. SVP would implement existing operation and maintenance policies to address hazardous materials use after the project construction is complete. Impacts associated with the transport, use, and disposal of hazardous materials would be less than significant.

b. Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED – CONSTRUCTION. Accidental spills of motor vehicles fluids associated with construction vehicles could occur during construction of the proposed project as discussed in Item (a). The minimal amounts of hazardous materials anticipated for use in the project coupled with implementation of MM HM-1 requirements would reduce potential impacts by requiring the development and implementation of hazardous substance control and health and safety measures.

Mitigation Measure for Accidental Release of Hazardous Materials

MM HM-1 Hazardous Substance Control and Emergency Response. [see full text under Item (a) above]

LESS THAN SIGNIFICANT IMPACT – OPERATIONS AND MAINTENANCE. SVP's operation and maintenance policies currently applied to the connected transmission lines that address the potential release of hazardous materials in upset or accident conditions would be implemented after the project is complete. These policies and plans ensure a thorough recordkeeping of hazardous materials and provide site-specific recommendations for spill prevention and emergency response procedures and would ensure impacts are less than significant.

c. Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

NO IMPACT. The proposed project route is not located within 0.25 miles of an existing or proposed school; therefore, there would be no impacts to area schools as a result of hazardous emissions or acutely hazardous materials, substances or waste from the proposed project.

d. Would the project be located on a site that is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

NO IMPACT. The proposed project route is not located on or near any known hazardous materials sites as identified on government agency listings; therefore, no significant hazard to the public or the environment would be created.

e. For a project located within an airport land use plan or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?

NO IMPACT. The proposed project site is located adjacent and southeast of the Norman Y. Mineta San Jose International Airport (Airport). The City of San Jose Airport Department submitted a scoping comment (dated November 16, 2017) expressing concern about the proximity of the project to the Airport and its compliance with federal airspace safety regulations governing height of structures.

Federal Aviation Regulations, Part 77, "Objects Affecting Navigable Airspace," commonly referred to as "FAR Part 77," sets forth standards and review requirements for protecting the airspace for safe aircraft operation, particularly by restricting the height of proposed structures and minimizing other potential hazards to aircraft such as reflective surfaces, flashing lights, and electronic interference. These regulations require that the Federal Aviation Administration (FAA) be notified of certain proposed construction projects located within an extended zone defined by an imaginary slope radiating outward for several miles from an airport's runways, or which would otherwise stand at least 200 feet tall above ground.

As part of the construction of the new 60 kV transmission line, tubular steel poles, with a diameter of between 3 feet to 6 feet, and wooden and light duty steel poles, with a diameter of about 2 feet, would be installed or would replace existing secondary transmission lines. The conductors and cables are existing wires that would be transferred to the new poles at roughly the same height as their current position on the current poles. The heights of the newly installed poles are expected to be approximately 55 feet to 75 feet, with an average height of 65 feet, above ground-line. The distance between poles vary but would be close to 250 feet.

Since the new transmission line poles would be of approximately the same height as the current poles to be replaced and since the new poles would be less than 200 feet tall above ground, there would be no impact to operations at the Airport as the aviation conditions after the completion of the proposed project would be essentially the same as it is currently. In addition, there would not be any impact that would result in a safety hazard for people residing or working in the project area.

f. Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED – CONSTRUCTION. Construction-related temporary travel lane closures or disruptions would be necessary during the 6-month construction period of the proposed project.

In June 2016, the Santa Clara City Council adopted a new comprehensive emergency response plan to replace the prior plan adopted in 2008. The plan provides a legal framework for the management of emergencies and guidance for the conduct of business in the City's Emergency Operations Center (EOC), including collaboration and coordination between different responsible agencies. The Emergency Operations Plan (EOP) establishes responsibilities and procedures for addressing potential emergencies related to natural disasters such as earthquakes, flooding, and dam failure; technological incidents; hazardous materials spills or releases; and incidents of domestic terrorism involving weapons of mass destruction, such as Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) devices. The EOP conforms to the requirements of the National Incident Management System (NIMS) mandated by the U.S. Department of Homeland Security. The Santa Clara EOP also builds on and coordinates with the State's Standardized Emergency Management System (SEMS) and the California State Emergency Plan.

The EOP does not identify specific emergency shelters or evacuation routes in Santa Clara, though schools are identified as preferred facilities for lodging large numbers of people, with churches, hotels, and motels also likely to function as mass care facilities during large-scale disasters. The proposed project would not interfere with operation of any emergency shelters and would not permanently close off or otherwise alter any existing streets, and therefore would not create any obstructions to potential evacuation routes that might be used in the event of an emergency.

During construction temporary lane closures would be coordinated with local agencies and as specified in Transportation and Traffic MM T-1 (Construction Traffic Control Plan) (see Section 5.16, Traffic and Transportation). Additionally, any temporary road closures would follow applicable regulations and would not impede emergency response. Adherence to the City's EOP, coupled with implementation of MM T-1 during construction would ensure that the project would not impair the implementation of or physically interfere with an adopted emergency response or evacuation plan; therefore, the impact that would occur related to emergency response during construction would be less than significant.

Mitigation Measure for Interference with an Adopted Emergency Response Plan or Emergency Evacuation Plan

MM T-1 Construction Traffic Control Plan [See Section 5.16.2 (Traffic and Transportation) for complete text of the mitigation measure.]

NO IMPACT – OPERATION AND MAINTENANCE. Operation and maintenance of the proposed project would not increase demands on existing emergency response services and would therefore have no impact on adopted emergency response plans or emergency evacuation plans.

g. Would the project expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires?

NO IMPACT. While high heat or sparks from vehicles or equipment used during proposed project construction have the potential to cause fires, the proposed project is in an urban environment with no risk of wildland fire owing to the lack of extensive vegetation in the proposed project area or along the public roadways. The City of Santa Clara area is not located in a Fire Hazard Severity Zone (FHSZ) in the CAL FIRE wildland fire hazard maps (CAL FIRE, 2007).

Operation and maintenance activities would be incorporated into SVP's existing O&M schedule for the existing transmission lines, substations, and associated facilities. As with current operations and maintenance, SVP would comply with all current federal and State laws related to vegetation clearance and fire prevention. Therefore, the project would have no direct or indirect impacts related to exposure of people to wildland fires (see also Section 5.20, Wildfire). No mitigation would be required.

5.10 Hydrology and Water Quality

HYDROLOGY AND WATER QUALITY

Would the project:

	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
a. Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
(i) result in substantial erosion or siltation on- or off-site;	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(iv) impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Significance criteria established by CEQA Guidelines, Appendix G.

5.10.1 Setting

Surface Waters and Drainage

Surface water drainage in the City of Santa Clara is primarily into the Guadalupe River (southeast of the proposed project area), San Tomas Aquino Creek (northwest of the proposed project area), Saratoga Creek (southwest of the proposed project area), and Calabazas Creek (southwest of the proposed project area) (City of Santa Clara, 2014). At about 1.75 miles to the southeast, Guadalupe River is the closest drainage to the proposed project area. The project site drains to both the Guadalupe River in the greater Guadalupe River Watershed and San Tomas Aquino Creek in the greater West Valley Watershed.

All of the streams originate in the Santa Cruz Mountains, which are largely undeveloped. These streams drain northward across Santa Clara Valley to discharge into San Francisco Bay. Within the City of Santa Clara, these regionally important streams have been substantially channelized and modified to reduce flood hazards. The City of Santa Clara has a storm drainage system that consists of curb inlets that collect and channel surface water, such as rainwater, into a series of pipelines beneath City's roadways. The

stormwater is transported through the underground pipelines to the 4 streams within the City. These streams then directly flow into the San Francisco Bay (City of Santa Clara, 2014).

Groundwater Resources

The Santa Clara Valley lies on an aquifer system with two subbasins: the Santa Clara Subbasin in the north and the Llagas Subbasin in the south (Santa Clara Valley Water District, 2017). Water production wells in the Santa Clara Valley average about 278 feet in depth below ground surface and yield an average of 425 gallons per minute (City of Santa Clara, 2014). The proposed project area in the northeast of the City of Santa Clara is within the Santa Clara Subbasin.

In contrast to other areas adjacent to San Francisco Bay, where saltwater intrusion has been an issue, total dissolved solids in the groundwater have not been a concern for the City of Santa Clara. Nitrates have also not been a problem and are below one-half of allowable levels in water extracted from the City's wells. However, manganese, a naturally occurring metal in groundwater, has been detected at a well, resulting in the City installing a manganese removal system for that well before putting it into production (City of Santa Clara, 2014).

Flood Hazard Areas

The Federal Emergency Management Agency (FEMA) designates the boundaries of Flood Hazard Areas, or those areas anticipated to be inundated in the event of a 100-year storm event. Approximately 10 percent of the City of Santa Clara is located within a Special Flood Hazard Area (SFHA), which are areas at high risk of flooding, as indicated by flood zone mapping prepared by FEMA (City of Santa Clara, 2014). In the proposed project area, approximately 3,300 feet of the New East Loop Overhead Transmission Line and 375 feet of the New South Loop Overhead Transmission Line are over FEMA Special Flood Hazard Areas "AO" and "AH," which are both high risk areas in the 100-year floodplain. "AH" designated areas are defined as areas subject to a 1 percent annual chance flood with flood depths of 1 to 3 feet, usually in the form of ponding. "AO" designated areas are defined as areas subject to 1 percent annual chance flood with flood depths of 1 to 3 feet, usually in the form of sheet flow on sloping terrain (CA DWR, 2017).

Portions of the proposed project that are located outside of Zones "AO" and "AH" are located in Shaded Zone X. Shaded Zone X represents areas of 0.2 percent annual chance flood, areas of 1 percent annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile, and areas protected by levees from 1 percent annual chance flood.

Water Supply

Potable water for the City of Santa Clara comes from a combination of sources: City of San Francisco's Hetch Hetchy aqueduct system, Santa Clara Valley Water District, and groundwater from City-owned wells. Groundwater comprises almost 70 percent of the City's water supply. Recycled wastewater is also used in the City for certain landscape irrigation, industrial, and construction purposes (City of Santa Clara, 2014).

Regulatory Background

Federal

Clean Water Act. The Clean Water Act (CWA; 33 U.S.C. Section 1251 et seq.), formerly the Federal Water Pollution Control Act of 1972, was enacted with the intent of restoring and maintaining the chemical, physical, and biological integrity of the waters of the United States. The CWA requires states to set

standards to protect, maintain, and restore water quality through the regulation of point source and certain non-point source discharges to surface water. Those discharges are regulated by the National Pollutant Discharge Elimination System (NPDES) permit process (CWA Section 402). NPDES permitting authority is delegated to, and administered by, California's nine Regional Water Quality Control Boards (RWQCB). In addition, the State Water Resources Control Board (SWRCB) regulates the NPDES stormwater program. The proposed project is under the jurisdiction of the San Francisco Bay Regional Water Quality Control Board (Region 2) and the SWRCB.

Projects that disturb one or more acres are required to obtain NPDES coverage under the California General Permit for Discharges of Storm Water Associated with Construction Activity. The Construction General Permit requires the development and implementation of a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP describes Best Management Practices (BMPs) the discharger will use to protect stormwater runoff. The SWPPP must contain a visual monitoring program and a chemical monitoring program for "non-visible" pollutants to be implemented if there is a failure of BMPs.

Section 401 of the CWA requires that any activity, including river or stream crossing during road, pipeline, or transmission line construction, which may result in discharges into a State waterbody, must be certified by the RWQCB through the issuance of a Waste Discharge Requirement. This certification ensures that the proposed activity does not violate State or federal water quality standards. The limits of nontidal waters extend to the Ordinary High Water Mark (OHWM), defined as the line on the shore established by the fluctuation of water and indicated by physical characteristics, such as natural line impressed on the bank, changes in the character of the soil, and presence of debris.

Section 404 of the CWA requires a permit for construction activities involving placement of any kind of fill material into waters of the U.S. or wetlands. The U.S. Army Corps of Engineers (USACE) may issue either individual, site-specific permits or general, nationwide permits for discharge into U.S. waters. A Water Quality Certification pursuant to *Section 401* of the CWA is required for *Section 404* permit actions. If applicable, construction would also require a request for Water Quality Certification (or waiver thereof) from the Central Valley RWQCB and/or the Lahontan RWQCB.

Section 303(d) of the CWA (CWA, 33 USC 1250, et seq., at 1313(d)) requires states to identify impaired waterbodies as those which do not meet water quality standards. States are required to compile this information in a list and submit the list to the USEPA for review and approval. This list is known as the *Section 303(d)* list of impaired waters. As part of this listing process, states are required to prioritize waters and watersheds for future development of Total Maximum Daily Load (TMDL) requirements. A TMDL is the maximum amount of a pollutant that a particular waterbody can receive while still meeting water quality standards, or an allocation of that water pollutant deemed acceptable to receiving waters. The SWRCB and RWQCBs have ongoing efforts to monitor and assess water quality, to prepare the *Section 303(d)* list, and to develop TMDL requirements.

National Flood Insurance Act/Flood Disaster Protection Act. The National Flood Insurance Act of 1968 made flood insurance available for flood prone areas. The Flood Disaster Protection Act of 1973 made the purchase of flood insurance mandatory for the protection of property located in Special Flood Hazard Areas. These laws led to mapping of regulatory floodplains and to local management of floodplain areas following federal guidelines which include prohibiting or restricting development in flood hazard zones.

State

Porter-Cologne Water Quality Control Act. The Porter Cologne Water Quality Control Act of 1967, Water Code Section 13000 et seq., requires the SWRCB and the nine RWQCBs to adopt water quality criteria to

protect State waters. These criteria include the identification of beneficial uses, narrative and numerical water quality standards, and implementation procedures. The criteria for the project area are contained in the Water Quality Control Plan (also referred to as a Basin Plan) for the San Francisco RWQCB. Constraints in the water quality control plans relative to the proposed project relate primarily to the avoidance of altering the sediment discharge rate of surface waters, and the avoidance of introducing toxic pollutants to the water resource. A primary focus of water quality control plans is to protect designated beneficial uses of waters. In addition, anyone proposing to discharge waste that could affect the quality of the waters of the state must make a report of the waste discharge to the Regional Water Board or State Water Board as appropriate, in compliance with Porter-Cologne.

California Water Code Section 13260. California Water Code Section 13260 requires that any person discharging waste, or proposing to discharge waste, within any region that could affect the quality of the waters of the State, other than into a community sewer system, must submit a report of waste discharge to the applicable RWQCB. Any actions related to the proposed Project that would be applicable to Section 13260 would be reported to the San Francisco RWQCB, as applicable.

Local

Water Policies. The purpose of the City's water policies is off-set increased demand associated with the implementation of the City General Plan. The following policies in the General Plan generally relate to the proposed project (City of Santa Clara, 2014):

- **Policy 5.10.4-P1.** Promote water conservation through development standards, building requirements, landscape design guidelines, education, compliance with the State Water Conservation Landscaping Ordinance, incentives, and other applicable City-wide policies and programs.
- **Policy 5.10.4-P4.** Require an adequate water supply and water quality for all new development.
- **Policy 5.10.4-P5.** Prohibit new development that would reduce water quality below acceptable State and local standards.
- **Policy 5.10.4-P10.** Work with Santa Clara Valley Water District to minimize undesirable compaction of aquifers and subsidence of soils.

Safety Policies. The purpose of the City's safety policies is to identify potential hazards and measures that can lessen risks for the City's population and property. The following policies in the General Plan generally relate to the proposed project (City of Santa Clara, 2014):

- **Policy 5.10.5-P11.** Require that new development meet stormwater and water management requirements in conformance with State and regional regulations.
- **Policy 5.10.5-P13.** Require that development complies with the Flood Damage Protection Code.
- **Policy 5.10.5-P14.** Coordinate with the Federal Emergency Management Agency to ensure appropriate designation and mapping of floodplains.
- **Policy 5.10.5-P16.** Require new development to implement erosion and sedimentation control measures to maintain an operational drainage system, preserve drainage capacity and protect water quality.
- **Policy 5.10.5-P21.** Require that storm drain infrastructure is adequate to serve all new development and is in place prior to occupancy.
- **Policy 5.10.5-P22.** Regulate development on sites with known or suspected contamination of soil and/or groundwater to ensure that construction workers, the public, future occupants and the environment are adequately protected.

5.10.2 Environmental Impacts and Mitigation Measures

a. Would the project violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?

LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED. Disturbance of soil during construction through pole construction and tree removal could result in soil erosion and lowered water quality through increased turbidity and sediment transport into the storm drain system. Although there are no watercourses or other water bodies within the proposed project and staging areas, drainage is directly to the municipal storm drain system, which leads to 4 streams that then directly flow into the San Francisco Bay.

During construction of the proposed project, there is also the potential for violations of water quality standards or waste discharge requirements to occur as a result of accidental leaks, spills, or releases of hazardous or potentially hazardous materials, such as during construction of the drilled concrete pier foundations for the tubular steel poles when water is mixed with a stabilizing agent, such as a polymer-blend or bentonite, to create a foundation slurry. There is also a potential for violations if existing contamination in the project area is encountered during construction.

Implementation of Mitigation Measure (MM) HYD-1 would ensure that erosion control best management practices (BMPs) would be in place to reduce potential water quality impacts to a less than significant level whether or not a SWPPP is triggered by State law by more than one acre of soil disturbance. In addition to MM HYD-1, complying with applicable water quality standards, including obtaining and adhering to any required water quality permits, would offer sufficient protection to avoid significant adverse impacts to water quality from erosion and sedimentation. Applicable water quality standards and regulations are described above, in Section 5.10.1.

In the event of an accidental spill, adherence to regulatory standards and regulations, as well as implementation of MM HM-1 (Hazardous Substance Control and Emergency Response) (see Section 5.9), would collectively ensure that a suite of BMPs would be applied to minimize the potential for an accidental release of hazardous materials to occur, to quickly and effectively address any such leak, and to quickly and effectively respond to any existing contamination produced or encountered during construction. The intent of regulatory standards is to prevent degradation of water quality to the point where beneficial uses would be impaired. Therefore, potential impacts to water quality standards or waste discharge requirements or other substantial degradation of surface or groundwater quality during construction would be less than significant with implementation of MM HYD-1 and MM HM-1 and compliance with regulatory standards. With these compliances, no violations would result from operation of the proposed project.

Mitigation Measure for Water Quality

MM HYD-1 SWPPP or Erosion Control Plan Development and Implementation. Following project approval, SVP will prepare and implement a SWPPP, if required by State law, or erosion control plan to minimize construction impacts on surface water and groundwater quality. Implementation of the SWPPP or erosion control plan will help stabilize graded areas and reduce erosion and sedimentation. The plan will designate BMPs that will be adhered to during construction activities. Erosion and sediment control measures, such as straw wattles, covers, and silt fences, will be installed before the onset of winter rains or any anticipated storm events. Suitable stabilization measures will be used to protect exposed areas during construction activities, as necessary. During construction activities, measures will be in place to prevent contaminant discharge.

The project SWPPP or erosion control plan will include erosion control and sediment transport BMPs to be used during construction. BMPs, where applicable, will be designed by using specific criteria from recognized BMP design guidance manuals. Erosion-minimizing efforts may include measures such as properly containing stockpiled soils.

Erosion control measures identified will be installed in an area before construction begins during the wet season and before the onset of winter rains or any anticipated storm events. Temporary measures such as silt fences or wattles, intended to minimize sediment transport from temporarily disturbed areas, will remain in place until disturbed areas have stabilized. The plan will be updated during construction as required by the SWRCB.

A worker education program shall be established for all field personnel prior to initiating fieldwork to provide training in the appropriate application and construction of erosion and sediment control measures contained in the SWPPP. This education program will also discuss appropriate hazardous materials management and spill response. Compliance with these requirements will be ensured by the on-site construction contractor.

MM HM-1 Hazardous Substance Control and Emergency Response (see full text in Section 5.8, Hazards and Hazardous Materials)

b. Would the project substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?

LESS THAN SIGNIFICANT. Groundwater supplies could be adversely affected through direct consumption of groundwater resources or indirect depletion of groundwater supplies such as through conducting dewatering activities where the water is not returned to the subsurface. In the case of the proposed project there would be minimal demand for water. A water truck may be on-site to support dust suppression during ground disturbing work and to use for foundation slurry during construction of the drilled concrete pier foundations for the tubular steel poles. These uses would not result in a significant demand for water resources from the City of Santa Clara, where groundwater makes up 70 percent of the City's water supply. The existing supply is adequate for use during the 6-month duration of construction activities. Dewatering may be necessary if groundwater is encountered, but given the depth to the groundwater table, water encountered during project excavation would be shallow and local. The small amount of dewatering would therefore not result in a substantial decrease of the groundwater supply or interfere substantially with groundwater recharge or sustainable groundwater management. Overall, any impacts to groundwater would be less than significant.

c. Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:

(i) result in substantial erosion or siltation on- or off-site;

LESS THAN SIGNIFICANT. The proposed project will be an overhead transmission line that has no potential to alter the course of a stream or river, nor to substantially alter the existing drainage pattern of the site or area. Only minor modifications to existing substations would occur, therefore increases in impervious areas and soil compaction would be slight compared to the impervious area of the surrounding urban landscape. The proposed project would therefore have a less than significant impact on drainage patterns or runoff generation.

(ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite?

LESS THAN SIGNIFICANT. As described under Item (c)(i) above, the proposed project would therefore have a less than significant impact on drainage patterns or runoff generation. New impervious areas would be negligible. The proposed project would require vegetation and tree trimming and/or removal for pole and conductor installation, vehicle access, and to minimize the risk of fire. Work areas where vegetation management and/or tree trimming would occur are expected to revegetate naturally due to the limited disturbance, and identified trees for removal would be replaced, as required by the City of Santa Clara. The selective removal of trees would therefore not result in the creation of bare ground surface and no alteration of runoff generation is anticipated. Impacts on flooding would therefore be less than significant.

(iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or

LESS THAN SIGNIFICANT. As discussed above, the project will not substantially increase the rate or amount of runoff. Existing or planned stormwater drainage systems will therefore not be adversely affected. Except as described under Item (a) above, the project has no features that would generate substantial polluted runoff. This impact is therefore less than significant.

(iv) impede or redirect flood flows?

LESS THAN SIGNIFICANT. The proposed project is located within a 100-year floodplain and within a FEMA-designated Special Flood Hazard Area. However, the construction of the tubular steel poles for the new 60 kV transmission line are very small relative to the width of the floodplain and would not pose a substantial obstruction to flood flows such that flood flows would be impeded or redirected in any substantial way; therefore, the impact would be less than significant.

d. In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?

LESS THAN SIGNIFICANT. The proposed project is located within a 100-year floodplain and within a FEMA-designated Special Flood Hazard Area. However, the proposed overhead lines would be well above the level of the floodplain with no opportunity to release pollutants as a result of flooding. Improvements to the substations, which are not in the floodplains, would be minor. The site is not in a tsunami or seiche zone. This impact is therefore less than significant.

e. Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

LESS THAN SIGNIFICANT. As described in Item (a) above, the project effect on water quality will be less than significant with mitigation. There are no features of the project that would otherwise generate water quality impairments, nor are there any components of the project construction or use that could otherwise conflict with the implementation of a water quality control plan. The project will have minimal water use, mainly during construction, which will be obtained from local water purveyors. There are no features of the project that would otherwise have any effect on groundwater management. This impact is therefore less than significant.

5.11 Land Use and Planning

LAND USE PLANNING

Would the project:

	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
a. Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Significance criteria established by CEQA Guidelines, Appendix G.

5.11.1 Setting

The proposed project would be located in an urban, heavily developed area in the northeast part of the City of Santa Clara and adjacent to the west side of the City of San Jose International Airport. The proposed project area and the local vicinity are dominated by commercial and industrial buildings and are zoned as Light Industrial (ML), Heavy Industrial (MH), and Public or Quasi-Public (B) (City of Santa Clara, 2014a). “ML” designations permit a range of light industrial uses, including general service, warehousing, storage, distribution, and manufacturing. “MH” designations permit primary manufacturing, refining and similar activities, warehousing and distribution, and data centers. “B” designations allow a variety of public and quasi-public uses, including government offices, fire and police facilities, transit stations, commercial adult care and child care centers, religious institutions, schools, cemeteries, hospitals and convalescent care facilities, places of assembly, and other facilities that have a unique public character as their primary use. (City of Santa Clara, 2014b)

Regulatory Background

This section includes a description of the land use and planning regulatory framework. There are no federal regulations or policies related to land use and planning are applicable to the project.

State

Natural Community and Conservation Planning Act

The Natural Community and Conservation Planning Act (California Fish and Wildlife Code Section 2800-2835) aims to reconcile wildlife and ecosystem conservation with land development and population growth. It allows for the creation of Natural Community and Conservation Plans (NCCPs) to protect state-listed species, usually in connection with the issuance of a Section 2081 take permit under the California Endangered Species Act (CESA) (SDG&E, 2016). Currently, there are 9 approved NCCPs and 14 NCCPs in the active planning phase. Cumulatively, these plans cover more than 9.5 million acres throughout California and will provide conservation for more than 500 special status plant and animal species (CDFW, 2016a).

Local

City of Santa Clara General Plan. The City’s land use policies consider the effects of development to public facilities and infrastructure. The following policy in the General Plan generally relates to the proposed project (City of Santa Clara, 2014b):

- **Policy 5.3.1- P1.** Preserve the unique character and identity of neighborhoods through community-initiated neighborhood planning and design elements incorporated in new development.
- **Policy 5.3.1- P2.** Encourage advance notification and neighborhood meetings to provide an opportunity for early community review of new development proposals.
- **Policy 5.3.1-P4.** Encourage new development that meets the minimum intensities and densities specified in the land use classifications or as defined through applicable Focus Area, Neighborhood Compatibility or Historic Preservation policies of the General Plan.
- **Policy 5.3.1-P6.** Allow planned development only if it is consistent with General Plan land use density and intensity requirements and provides a means to address unique situations to achieve high community design standards that would otherwise not be feasible.
- **Policy 5.3.1-P10.** Provide opportunities for increased landscaping and trees in the community, including requirements for new development to provide street trees and a minimum 2:1 on- or off-site replacement for trees removed as part of the proposal to help increase the urban forest and minimize the heat island effect.
- **Policy 5.3.1-P15.** Require new developments and major public infrastructure projects to include adequate rights-of-way to accommodate all modes of transportation.
- **Policy 5.3.1-P17.** Promote economic vitality by maintaining the City's level of service for public facilities and infrastructure, including affordable utilities and high quality telecommunications.
- **Policy 5.3.1-P28.** Encourage undergrounding of new utility lines and utility equipment throughout the City.

Santa Clara Valley Habitat Plan. The Santa Clara Valley Habitat Plan is a 50-year regional plan adopted in 2013 that was created to protect endangered species and natural resources in the Santa Clara Valley while allowing for future development in Santa Clara County. There is both a habitat conservation plan (HCP) and natural community conservation plan (NCCP) (Santa Clara Valley Habitat Agency, 2017). The main goals of the planning document are to:

- Help private and public entities plan and conduct projects and activities in ways that lessen impacts on natural resources, including specific threatened and endangered species.
- Identify regional lands, called reserves, to be preserved or restored to benefit those species.
- Describe how reserves will be managed and monitored to ensure that they benefit those species.

The City is not a member agency to the HCP/NCCP, and the project site does not lie within the regulatory boundary of the HCP/NCCP.

5.11.2 Environmental Impacts and Mitigation Measures

a. Would the project physically divide an established community?

LESS THAN SIGNIFICANT. The new 60 kV transmission structures primarily would follow the edge of roadways, which include landscaped planter areas, the perimeters of parking lots, or in sidewalks, where many of the existing power lines in the project vicinity are located. Construction work areas would typically include the adjacent City road ROW in addition to the width of the SVP ROW (50 feet), and extend approximately 50 feet in length. Construction would require temporary lane closures along various public and private roads within the project area over the 6-month construction duration. However, the temporary lane closures would be coordinated with local agencies and SVP would obtain ministerial encroachment

permits to conduct work in public ROWs in accordance with applicable City requirements. Given the short construction duration and SVP's coordination with local agencies, there would be a less-than-significant impact to the local established community as a result of the construction of the proposed project. Except for poles, most of the proposed project would be overhead above the ground, and would not divide an established community. No mitigation is required.

b. Would the project cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

NO IMPACT. The proposed project would be consistent with the policies of the City of Santa Clara General Plan, as listed above in Section 5.11.1, Setting. As discussed in Sections 5.1, Aesthetics, and 5.11, Noise, the project would have less than significant visual and noise impacts. SVP shall obtain all applicable ministerial permits prior to commencing project activities. The proposed project does not cause an environmental impact due to a conflict with any applicable land use plans, policy, or regulation.

5.12 Mineral Resources

MINERAL RESOURCES

Would the project:

	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the State?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Significance criteria established by CEQA Guidelines, Appendix G.

5.12.1 Setting

Mineral resources of significance found and extracted in Santa Clara County include construction aggregate deposits and salts derived from evaporation ponds at the edge of San Francisco Bay (County of Santa Clara, 2010). A review of U.S. Geological Survey (USGS) data indicate that the proposed project, located in the City of Santa Clara, would not be in a classified mineral resource zone (MRZ) and there are no known important mineral resources or active mining operations in the immediate vicinity of the proposed route (DOC, 2017a; USGS, 2017).

Regulatory Background

This section includes a description of the mineral resources regulatory framework. There are no federal or local regulations associated with mineral resources that are relevant to the proposed project.

State

California Surface Mining and Reclamation Act of 1975 (SMARA)

SMARA requires that the State Geologist classify land into Mineral Resource Zones (MRZs) according to the known or inferred mineral potential of the land. The California Department of Conservation's Office of Mine Reclamation (OMR) and the State Mining and Geology Board (SMGB) are jointly charged with administration of the Act's requirements. The OMR provides technical assistance to lead agencies and operators, maintains a statewide database of mine locations and operational information, and is responsible for matters involving SMARA compliance. The SMGB promulgates regulations to clarify and interpret SMARA requirements in addition to serving as a policy and appeals board (DOC, 2017b). The SMGB has the authority to further regulate the authority of the local agencies if it finds that the agencies are not in compliance with the provisions of SMARA.

Mineral resources have been mapped using the California Mineral Land Classification System, which include the following four MRZs:

- **MRZ-1:** Areas where adequate information indicates that no significant mineral deposits are present, or where it is judged that little likelihood exists for their presence;
- **MRZ-2:** Areas where adequate information indicates that significant mineral deposits are present, or where it is judged that a high likelihood exists for their presence;
- **MRZ-3:** Areas containing mineral deposits, the significance of which cannot be evaluated; and
- **MRZ-4:** Areas where available information is inadequate for assignment to any other zone.

5.12.2 Environmental Impacts and Mitigation Measures

a. Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the State?

NO IMPACT. The proposed project and the surrounding vicinity are not located within a classified Mineral Resource Zone and there are no known important mineral resources that would be impacted by the Project. Therefore, the project would not result in the loss of availability of a known mineral resource of value to the region or State.

b. Would the project result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?

NO IMPACT. As stated above, there are no designated Mineral Resource Zones in the proposed project vicinity and there are no known important mineral resources that would be impacted by the project. Therefore, the project would have no impact on any locally important mineral resource recovery sites.

5.13 Noise

NOISE					
Would the project result in:		Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
a.	Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b.	Generation of excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c.	For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Significance criteria established by CEQA Guidelines, Appendix G.

5.13.1 Setting

Existing Conditions

Community Noise. To describe environmental noise and to assess project impacts on areas that are sensitive to community noise, a measurement scale that simulates human perception is used. The A-weighted scale of frequency sensitivity accounts for the sensitivity of the human ear, which is less sensitive to low frequencies, and correlates well with human perceptions of the annoying aspects of noise. The A-weighted decibel scale (dBA) is cited in most noise criteria. Decibels are logarithmic units that can be used to conveniently compare wide ranges of sound intensities.

Community noise levels can be highly variable from day to day as well as between day and night. For simplicity, sound levels are usually best represented by an equivalent level over a given time period (Leq) or by an average level occurring over a 24-hour day-night period (Ldn). The Leq, or equivalent sound level, is a single value (in dBA) for any desired duration, which includes all of the time-varying sound energy in the measurement period, usually one hour. The L50, is the median noise level that is exceeded fifty per cent of the time during any measuring interval. The Ldn, or day-night average sound level, is equal to the 24-hour A-weighted equivalent sound level with a 10-decibel penalty applied to nighttime sounds occurring between 10:00 p.m. and 7:00 a.m. Community Noise Equivalent Level (CNEL) is another metric that is the average equivalent A-weighted sound level during a 24-hour day, obtained after addition of five decibels to sound levels in the evening from 7:00 p.m. to 10:00 p.m. and after addition of 10 decibels to sound levels in the night from 10:00 p.m. to 7:00 a.m. To easily estimate the day-night level caused by any noise source emitting steadily and continuously over 24-hours, the Ldn is 6.4 dBA higher than the source's Leq. For example, if the expected continuous noise level from equipment is 50.0 dBA Leq for every hour, the day-night noise level would be 56.4 dBA Ldn.

Community noise levels are usually closely related to the intensity of human activity. Noise levels are generally considered low when below 45 dBA, moderate in the 45 to 60 dBA range, and high above 60 dBA. In wilderness areas, the Ldn noise levels can be below 35 dBA. In small towns or wooded and lightly used residential areas, the Ldn is more likely to be around 50 or 60 dBA. Levels around 75 dBA are more common in busy urban areas, and levels up to 85 dBA occur near major freeways and airports. Although

people often accept the higher levels associated with very noisy urban residential and residential-commercial zones, they nevertheless are considered to be adverse to public health.

Surrounding land uses dictate what noise levels would be considered acceptable or unacceptable. Lower levels are expected in rural or suburban areas than what would be expected for commercial or industrial zones. Nighttime ambient levels in urban environments are about seven decibels lower than the corresponding daytime levels. In rural areas away from roads and other human activity, the day-to-night difference can be considerably less. Areas with full-time human occupation and residency are often considered incompatible with substantial nighttime noise because of the likelihood of disrupting sleep. Noise levels above 45 dBA at night can result in the onset of sleep interference. At 70 dBA, sleep interference effects become considerable (U.S. EPA, 1974).

Noise Environment in the Project Area. The project area includes land uses that are primarily heavy and light industrial and is adjacent to the Norman Y. Mineta San Jose International Airport. The background noise levels caused by the San Jose International Airport are above 65 dBA CNEL for the easternmost portions of the project area that are near the airport safety zone, as mapped in the City of Santa Clara General Plan (City of Santa Clara, 2014; General Plan Figure 5.10-5). The major arteries of De la Cruz Boulevard, Lafayette Street, Scott Boulevard, and Walsh Avenue through the project area cause traffic noise levels that exceed 75 dBA CNEL along the edges of the roads (City of Santa Clara, 2014; General Plan Figure 5.10-4).

Noise Sensitive Areas. Near the project area are a diverse range of general plan designations within 0.5-mile of the project, including areas with medium density residential, very low density residential, and community-serving parks/open space. The only residences in the project vicinity are west of Lafayette Street at its intersection with Memorex Drive, on the opposite side of the Lafayette Street and just over 100 feet from the proposed transmission line route. Project-related staging areas and work areas would be at least 100 feet from land uses containing sensitive receptors.

Regulatory Background

Regulating environmental noise is generally the responsibility of local governments. The U.S. EPA once published guidelines on recommended maximum noise levels to protect public health and welfare (U.S. EPA, 1974), and the State of California maintains recommendations for local jurisdictions in the General Plan Guidelines published by the Governor's Office of Planning and Research (OPR, 2017). The following summarizes the local requirements.

The City of Santa Clara City Code. The City Code generally prohibits "loud and unreasonable noise" as a nuisance if it may disturb the peace "between the hours of 10:00 P.M. and 7:00 A.M." including specifically noise that is "made within two hundred fifty (250) feet of any building or place regularly used for sleeping purposes" (Section 9.05.010).

The City's Noise Ordinance (Chapter 9.10) includes exterior noise limits that must not be exceeded at receiving land uses, for noise generated by any fixed source of noise. Construction activities that occur during allowed hours and noise from city-owned electric facilities are exempt from the noise and vibration standards of the Noise Ordinance (Section 9.10.070). For construction that is "off-street," which would include project staging areas and substations, and within 300 feet of a residentially zoned property, construction activities shall be limited to occur within the hours of 7:00 A.M. to 6:00 P.M. on weekdays that are not holidays or within the hours of 9:00 A.M. to 6:00 P.M. on Saturdays that are not holidays (Section 9.10.230).

City of Santa Clara General Plan. The Environmental Quality chapter of the General Plan (2014) includes policies to encourage land uses that are compatible with areas of higher noise levels and to protect noise sensitive land uses in areas where existing ambient noise levels are high, as follows:

- **Policy 5.10.6-P6,** Discourage noise sensitive uses, such as residences, hospitals, schools, libraries and rest homes, from areas with high noise levels, and discourage high noise generating uses from areas adjacent to sensitive uses.
- **Policy 5.10.6-P7,** Implement measures to reduce interior noise levels and restrict outdoor activities in areas subject to aircraft noise in order to make Office/Research and Development uses compatible with the Norman Y. Mineta International Airport land use restrictions.
- **Policy 5.10.6-P8,** Continue to encourage safe and compatible land uses within the Norman Y. Mineta International Airport Noise Restriction Area.

5.13.2 Environmental Impacts and Mitigation Measures

- a. *Would the project result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?***

LESS THAN SIGNIFICANT – CONSTRUCTION. The proposed project would require a 6-month duration of construction activities that include mobilizing construction equipment, crews, and materials, excavating holes for poles, installing concrete pier foundations, installing poles and wire stringing. The construction activities would require use of vehicles and heavy-duty equipment capable of generating noise along the proposed transmission line segments, at the proposed staging and work areas, within the modified substation sites, and along the roadways used to access these locations. The types of construction equipment used at work sites would include trucks for linework, lifts, delivery, concrete, water and work crews, backhoes, loaders, drill rigs, cranes, and small welders, pumps and generators. Outside of work sites, increased traffic noise would be caused by vehicles transporting equipment and supplies to the sites, trucks removing debris, and workers commuting to and from work sites.

Construction would temporarily increase the noise levels within the project area. The surrounding land uses are primarily heavy and light industrial. The locations of the proposed transmission segments would not be adjacent to any sensitive receptors. However, the area includes a diverse range of general plan designations within 0.5 miles of the project, including areas with medium density residential, very low density residential, and community-serving parks/open space. The only residences in the project vicinity are west of Lafayette Street at its intersection with Memorex Drive, on the opposite side of the Lafayette Street and just over 100 feet from the proposed transmission line route. Project-related staging areas and work areas would be at least 100 feet from land uses containing sensitive receptors.

Construction activities along the project segments and at staging areas would create both intermittent and continuous noises. Intermittent noise would be caused by periodic, short-term equipment operation. For example, a drill rig would need to be used with a backhoe or loader to create foundations, and this would require one or two days of work at each pole site. Continuous noise would emanate from equipment operation over longer periods, such as steady generator or excavator use. The maximum intermittent noise levels from a construction work spread would typically range from 84 to 90 dBA at 50 feet. These would be the highest levels expected for foundation development or excavation activities. At 50 feet, continuous noise levels could range up to about 83 dBA. Because sound fades over distance, these levels would diminish over additional distance and could be reduced further by intervening structures. At 100 feet from a work spread, continuous noise levels could range up to 77 dBA and at 200 feet, up to 71 dBA.

Table 5.13-1 summarizes the typical noise levels for individual pieces of construction equipment.

Construction would also cause noise away from work areas, primarily from commuting workers and from trucks needed to bring materials to the sites. Haul trucks would make trips to bring poles, conductor line, and other materials to the construction sites and remove excavated soil and waste. The noise levels associated with passing trucks and commuting worker vehicles would be approximately 71 to 76 dBA at 50 feet, and would be concentrated along the major arterial streets and smaller streets and access roads leading to individual work areas.

Construction noise would affect the locations closest to the work and staging areas and along site access routes used by haul trucks and other construction traffic. The surrounding land uses would experience a temporary increase in noise above the conditions that exist without the project. Construction noise would occur in a setting of industrial land uses and moderate ambient noise levels without the project. However, the intermittent and variable nature of construction noise limits the potential for adverse effects such as annoyance to be experienced by off-site receptors, and sleep interference would not be a concern because few residences occur in the project area and most activities would occur during daylight hours. Incremental noise from construction vehicles and traffic noise would not represent a substantial increase in the context of the project surroundings of industrial land uses and the existing noise levels.

SVP would take routine precautions to avoid creating unnecessary noise, especially near residential or other sensitive land uses. Construction traffic would be routed away from residential areas, when possible. The construction noise levels would be compatible with the setting of existing land uses and ambient noise levels and would pose no conflict with City of Santa Clara policies regarding compatibility of land uses with noise levels. Project construction noise during daytime hours would be exempt from the standards established in City Noise Ordinance. The construction noise impact under this criterion would be less than significant.

LESS THAN SIGNIFICANT – OPERATIONS AND MAINTENANCE. City-owned electric facilities are exempt from the noise and vibration standards of the Noise Ordinance (Chapter 9.10.070). Upon completing construction, the occasional nature of maintenance noise due to implementation of the proposed project would not result noise levels in excess of standards established in the local general plan or noise ordinance. Permanent increases in ambient noise levels in the project vicinity would not occur, and the transmission and distribution system improvements would not generate a new or different source of permanent noise. Operation and maintenance activities would be comparable to O&M of the existing facilities. Corona and audible noise from the corona effect typically becomes a design concern for transmission lines at 230 kV and higher, and is less noticeable or inaudible on lines operated at lower voltages such as the proposed 60 kV transmission line. This impact would be less than significant.

Table 5.13-1. Typical Noise Levels for Individual Construction Equipment

Equipment	Typical Lmax (dBA, at 50 ft)	Typical Leq (dBA, at 50 ft)
Drill rig, auger	84	77
Crane	81	73
Backhoe	78	74
Excavator	81	77
Compactor	83	76
Dump truck, haul truck, concrete mixer truck	76-79	73-76
Pickup truck, crew truck	75	62-71

Source: FHWA, 2006.

Lmax: Maximum noise level from Actual Measured in Roadway Construction Noise Model.

Leq: Equivalent noise level for one hour incorporating the Acoustical Usage Factor.

b. Would the project result in generation of excessive groundborne vibration or groundborne noise levels generation of excessive groundborne vibration or groundborne noise levels?

LESS THAN SIGNIFICANT. Groundborne vibration levels from construction equipment and activities might be perceptible to receptors in the immediate vicinity of the work or staging areas. The activity that would be most likely to cause groundborne vibration would be the passing of heavy trucks on uneven surfaces. The impact from construction-related groundborne vibration would be short-term and confined to only the immediate area around activities (within about 25 feet). As pole locations and work sites, including the work within the existing substations, would be more than 25 feet from residences, no homes would be exposed to excessive vibration, and the impact during construction would be less than significant.

Equipment associated with operation and maintenance of the proposed project would not produce any groundborne noise or vibration; therefore, operation and maintenance of the project would result in no impact under this criterion

c. For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

NO IMPACT. The proposed project would be located adjacent to the west side of the San Jose International Airport. The proposed project would be unstaffed, and the project would not expose people to noise from the airport. Similarly, no excessive noise would result from project operations that could impact people residing or working near the airport. There are no private airstrips located within two miles of the project, therefore the project would have no impact under this criterion. As such, the proposed project would not expose people to excessive noise from aircraft, and there would be no impact.

5.14 Population and Housing

POPULATION AND HOUSING

Would the project:

	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
a. Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Significance criteria established by CEQA Guidelines, Appendix G.

5.14.1 Setting

The proposed project site is not in an area zoned for residential uses (City of Santa Clara, 2014a). The surrounding vicinity of the proposed project route currently is a mix of businesses, industrial lots, and residences. Overall, this area of the City of Santa Clara is substantially built out. Substantial increases in population can be achieved only by development of higher density housing, either on vacant land or through redevelopment of existing land uses.

Table 5.14-1 provides existing conditions for the County of Santa Clara and the City of Santa Clara.

Table 5.14-1. Year 2017 Existing Conditions – Population, Housing, and Employment: City of Santa Clara and County of Santa Clara

Location	Population	Housing Units		Employment	
		Total Units	Vacancy Rate	Total Employed*	Unemployment Rate
City of Santa Clara	116,468	45,147	4.7%	69,500	2.7%
County Santa Clara	1,781,642	631,920	4.4%	1,036,800	3.0%

*Accounts for population greater than 16 years of age and in Labor Force.
Source: CA DOF, 2017; CA EDD, 2017

Regulatory Background

This section includes a description of the population and housing regulatory framework. There are no federal or state regulations, plans, and standards for population and housing that apply to the proposed project.

City of Santa Clara General Plan

The purpose of the City's housing policies is to plan for an adequate variety of safe, appropriate, and well-built housing for all residents of Santa Clara (City of Santa Clara, 2014c). The following policies from the City of Santa Clara General Plan and the Housing Element of the General Plan, respectively, generally relate to the proposed project (City of Santa Clara, 2014b; City of Santa Clara, 2014c):

- **Policy 5.3.1-P5.** Implement a range of development densities and intensities within General Plan land use classification requirements to provide diversity, use land efficiently and meet population and employment growth.
- **Policy D-4:** Encourage early participation from residents and other stakeholders in development of long range plans and review of new development proposals.

5.14.2 Environmental Impacts and Mitigation Measures

- a. *Would the project induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?***

LESS THAN SIGNIFICANT. The proposed project is in an urban area that is substantially developed. There would be no direct population growth induced by the project, as it would not provide new housing and would not require an expansion of the SVP workforce to service and maintain the new transmission facilities. During the 6-month construction period, the proposed project would provide short-term jobs for a small workforce. Construction needs are not anticipated to result in workers relocating to the area. The proposed project would therefore generate neither a permanent increase in population levels nor a decrease in available housing.

The construction and operation of the new 60 kV transmission line and reconfiguring of the electric load would facilitate future planned growth by ensuring reliable electricity to the area and would therefore result in an indirect effect of facilitating the development of the surrounding area of the City of Santa Clara. Greater electrical reliability would provide developmental and employment opportunities to the regional workforce. While the further development of this area of the City of Santa Clara may induce some population growth, this has already been accounted for through the City's General Plan. Therefore, there would be a less than significant effect as a result of the proposed project.

- b. *Would the project displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?***

NO IMPACT. The proposed project would not be expected to result in an increase in population within the area. Construction of the new 60 kV transmission line would occur over approximately 6 months and would not require the relocation of workers to the proposed project area in the City of Santa Clara. The proposed project would not displace any housing or people, and therefore would not necessitate the construction of replacement housing. Therefore, no impacts would occur.

5.15 Public Services

PUBLIC SERVICES

Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services:

	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
a. Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Significance criteria established by CEQA Guidelines, Appendix G.

5.15.1 Setting

For the area where the proposed project would be located, fire and police services, as well as school districts, parks, recreational areas, and other public services, are provided by the City of Santa Clara, special districts, and private entities.

Fire Protection

The Santa Clara Fire Department (SCFD) serves the City of Santa Clara and provides police protection to the project site and the surrounding area (City of Santa Clara, 2014). There are 10 fire stations throughout the City and each fire station has at least one 3-person engine or ladder-truck company (City of Santa Clara, 2014). The nearest fire station to the site of the proposed project route is Fire Station 2, located at 1900 Walsh Avenue (City of Santa Clara, 2017a), about 0.1 miles from the westernmost part of the proposed project route. The average response time is 3 minutes for all areas of the City (City of Santa Clara, 2014).

Police Protection

The Santa Clara Police Department (SCPD) serves the City of Santa Clara and provides police protection to the project site and the surrounding area (City of Santa Clara, 2014). SCPD headquarters is located at 601 El Camino Real and is about 0.7 miles from the southernmost part of the proposed project route. SCPD has 231 full-time employees, including 155 sworn officers and 76 civilians (City of Santa Clara, 2017d), divided into 3 divisions (City of Santa Clara, 2014). The average response time after dispatch is 4 minutes and 37 seconds (City of Santa Clara, 2017e).

Schools

Six school districts serve the City of Santa Clara: Santa Clara Unified School District, San José Unified School District, Cupertino Union School District, Fremont Union High School District, Campbell Union School District, and Campbell Union High School District. The Santa Clara Unified School District is the only school district that operates schools within the City of Santa Clara (City of Santa Clara, 2014). There are no schools or learning centers located within a 0.25-mile radius of the proposed project route.

Parks

There are 39 parks in the City of Santa Clara (City of Santa Clara, 2017c). The park nearest to the site of the proposed project is the Raymond G. Gamma Dog Park, located about 0.3 miles south of the proposed project at 888 Reed Street (City of Santa Clara, 2017b). All other parks are located north of Highway 101 or south of the Caltrain railway tracks and are over 0.5 miles away from the proposed project area.

Hospitals

The following 3 hospitals are closest to the site of the proposed project:

- O'Connor Hospital, located at 2105 Forest Avenue, San Jose, CA and about 2.5 miles south of the proposed project route;
- Kaiser Permanente Santa Clara Medical Center, located at 700 Lawrence Expressway, Santa Clara, CA and about 3.3 miles southwest of the Propose Project route;
- Santa Clara Valley Medical Center, located at 751 S. Bascom Avenue, San Jose, CA and about 3.5 miles southwest of the proposed project route.

Regulatory Background

This section includes a description of the public services regulatory framework. There are no federal regulations associated with public services that are relevant to the proposed project.

State

2010 Strategic Fire Plan for California. The 2010 Strategic Fire Plan for California was developed in coordination with the State Board of Forestry and Fire Protection and CAL FIRE to reduce and prevent the impacts of fire in California. Goal 6 of the Plan sets objectives to determine the level of suppression resources (staffing and equipment) needed to protect private and public state resources. Specific objectives include, but are not limited to, maintaining an initial attack policy which prioritizes life, property, and natural resources; determining suppression resources allocation criteria; analyzing appropriate staffing levels and equipment needs in relation to the current and future conditions; increasing the number of CAL FIRE crews for fighting wildfires and other emergency response activities; maintaining cooperative agreements with local, state, and federal partners; and implementing new technologies to improve firefighter safety, where available (State Board of Forestry and Fire Protection). The standards outlined are applicable to the fire protection agency serving the City of Santa Clara.

Local

City of Santa Clara General Plan. The purpose of the City's public services policies is to maintain the safety and security that is essential and integral to the quality of life in the City's community. The following policy in the General Plan generally relate to the proposed project (City of Santa Clara, 2014):

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

5.15.2 Environmental Impacts and Mitigation Measures

Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services:

a) Fire protection?

LESS THAN SIGNIFICANT. The reconductoring and construction of the new 60 kV transmission line would result in fire risk that would be comparable to that of the transmission line that is being replaced and other existing electrical infrastructure in the area. The proposed project area would continue to be adequately supported by the existing fire protection services since the construction and operation of the proposed project would not induce growth in the project area and the fire risk from the proposed project would not create the need for new or physically altered fire protection facilities. In addition, operation and maintenance would not affect the ability of fire personnel to respond to fires. The majority of construction-related activities would be located away from major emergency access routes and not be expected to significantly interfere with emergency response. Impacts on local or regional fire protection would be less than significant.

b) Police Protection?

LESS THAN SIGNIFICANT. The proposed project would not require police services during construction or operation and maintenance beyond routine patrols and response. As with fire services discussed in Item (a) above, the construction and operation of the proposed project would not induce growth in the project area, would not result in a need for additional police facilities or affect response times or other service performance. The majority of construction-related activities would be located away from major emergency access routes and not be expected to significantly interfere with emergency response. The result would be a less than significant impact.

c) Schools?

NO IMPACT. The proposed project would not be expected to result in an increase in population within the area. Construction of the new 60 kV transmission line would occur over approximately 6 months and would not require the relocation of workers' families to the City of Santa Clara. There would not be an expected increase in families or in school-age children as a result of the temporary construction activities and any workers who might temporarily migrate to the area. After construction, SVP's existing maintenance and operations group would assume inspection, patrol, and maintenance duties as needed; therefore, no additional staff would be required after project construction work is completed. The Propose Project would result in no impact related to requiring expanded schools.

d) Parks?

NO IMPACT. The proposed project would not increase the region's population. Construction of the new 60 kV transmission line would take place over 6 months and would require only a small workforce of construction personnel working on any given day. While it is possible that workers traveling to the area may use existing public services or amenities such as parks, the potential increase in use and demand would be minimal and temporary and would not contribute substantially to the physical deterioration of existing facilities. Consequently, the project would not increase any long-term demands on existing parks in the project area, and no new or expanded park facilities would be required because of the proposed project.

e) Other Public Facilities?

NO IMPACT. The proposed project would not increase population and would not affect other governmental services or public facilities that would lead to the requirement of new or expanded facilities to be developed. Therefore, no impact on other public facilities is expected.

5.16 Recreation

RECREATION

	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
a. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Significance criteria established by CEQA Guidelines, Appendix G.

5.16.1 Setting

There are 39 parks in the City of Santa Clara (City of Santa Clara, 2017b). In general, each 1-square mile of residential area in the City of Santa Clara contains a neighborhood or community park located close to the center to ensure that almost all residents live within a 10-minute walk of a park (City of Santa Clara, 2014a).

The industrial and business corridor between U.S. 101 and the Caltrain corridor, where the proposed project is located, contains limited open spaces (City of Santa Clara, 2014a). The park nearest to the site of the proposed project area is the Raymond G. Gamma Dog Park, located about 0.3 miles south of the proposed project at 888 Reed Street, Santa Clara, CA (City of Santa Clara, 2017a). The Raymond G. Gamma Dog Park is 1.5 acres and is the only city park that allows dogs to run off-leash. All other parks in the City of Santa Clara are located north of Highway 101 or south of the Caltrain railway tracks and are over 0.5 miles away from the proposed project area. Other recreational facilities in the City of Santa Clara include: sports fields, a skate park, swimming pools/centers, senior center and youth center (City of Santa Clara, 2014b), but none of these area in the vicinity of the proposed project.

Regulatory Background

This section includes a description of the recreation regulatory framework. There are no federal or State regulations associated with recreation that are relevant to the proposed project.

Local

City of Santa Clara General Plan. The objective of the City's public facilities and services policies is to maintain a high quality of life and livability in the City. The following policies in the General Plan generally relate to the proposed project (City of Santa Clara, 2014a):

- **Policy 5.3.5-P3.** Encourage industrial development to participate in the identification and funding of 25 acres for park and recreational facilities to serve employment centers north of the Caltrain railroad tracks.
- **Policy 5.9.1-P16.** Encourage non-residential development to contribute toward new park facilities to serve the needs of their employees.

5.16.2 Environmental Impacts and Mitigation Measures

a. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

NO IMPACT. The project does not include development of new residential or commercial developments that would increase population and would not increase the demand for parks in the project area. Construction of the new 60 kV transmission line would take place over 6 months and would require only a small workforce of construction personnel working on any given day. While some workers may use nearby park facilities during project construction, increased use would be minimal and temporary and would not contribute substantially to the physical deterioration of existing facilities. Therefore, there would be no impact.

b. Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?

NO IMPACT. The proposed project does not include recreational facilities, nor does it require the construction of new or expanded parks or recreational facilities that could create an adverse physical effect on the environment. There would be no impact.

5.17 Transportation

TRANSPORTATION

Would the project:

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
a. Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Result in inadequate emergency access?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Significance criteria established by CEQA Guidelines, Appendix G.

5.17.1 Setting

The proposed project would utilize local roadways for accessing work areas during construction. Roadways along the proposed project route would be temporarily disrupted during installation of the new 60 kV transmission line. Baseline conditions of regional and local roadways likely used to access the proposed project area and work locations and those temporarily affected by proposed project construction activities are discussed below.

Highways

The following highways provide regional access to the proposed project area and staging areas in the City of Santa Clara (City) (City of Santa Clara, 2014):

- **U.S. Highway (U.S.) 101**, specifically the section of U.S. 101 known as Bayshore Freeway, is a 8-lane divided (4 lanes per direction) south-north highway that travels the length of the West Coast of the U.S. The San Tomas Expressway exit or the De La Cruz Boulevard/Trimble Road exit would likely be used to access the proposed project area. At the San Tomas Expressway exit, the year 2016 average daily traffic (ADT) volumes on U.S. 101 were 193,000 vehicles per day. At the De La Cruz Boulevard/Trimble Road exit, the year 2016 ADT volumes on U.S. 101 were 183,000 vehicles per day (Caltrans, 2016). Year 2016 ADT volumes represent the most recently published data.
- **State Route (SR) 237**, or Southbay Freeway, is an 8-lane divided west-east highway that connects Interstate (I)-880 and I-680 with U.S. 101 and SR 85 and extends northeast through the city. The Great America Parkway exit would likely be used to access the proposed project area. At this exit, year 2016 ADT volumes on Route 237 were 124,000 vehicles per day (Caltrans, 2016).
- **Interstate 280**, or Junipero Serra Freeway, is a 10-lane south-north regional highway that connects I-880 and SR-1 and extends south through the City. The exit at the junction of I-280 with Route 17 and I-880 would likely be the used to access the proposed project area. At this exit, year 2016 ADT volumes on I-280 were 205,000 vehicles per day (Caltrans, 2016).

Local Roads

Roadway and intersection operating conditions and the adequacy of existing roadway systems to accommodate traffic can be described in terms of level of service (LOS) ratings. LOS is expressed as A through F, with LOS A as the best operating conditions (characterized by free-flow traffic, low volumes, and little or

no restrictions on maneuverability) and LOS F being the worst operating conditions (stop-and-go traffic flow with high traffic densities and slow travel speeds).

Access Routes

Table 5.17-1 provides information on some primarily local travel routes that would likely be used by project-related vehicles to access the construction staging yards and the proposed project route. Details on access routes that would also be disrupted by project construction are discussed below under “Roadways Disrupted by Project Construction” and are not repeated in Table 5.17-1. While the average daily traffic provided in Table 5.17-1 are from 2011, it remains the most currently available ADT volume data for these roadways.

Table 5.17-1. Existing Local Roadway Conditions

Street	Lanes	ADT Volume	LOS
San Tomas Expressway (between Central Expressway and Walsh Avenue)	8	72,800	D
San Tomas Expressway (between Walsh Avenue and Monroe Street)	8	70,620	D
Trimble Road (between City Limits and De La Cruz Boulevard)	4	31,070	D
Monroe Street (between San Tomas Expressway and Scott Boulevard)	4	15,260	D
El Camino Real (between De La Cruz Boulevard/Coleman Avenue and Benton Street)	6	28,820	D

LOS = level of service

Source: City of Santa Clara, 2011.

Roadways Disrupted by Project Construction

Construction of the proposed project would result in a temporary disruption to several local roadways along the proposed project route. The main roads that may require closure temporary lane closures, as shown in Figure 1, are:

- **Central Expressway**, is a 4-lane expressway located south of U.S. 101 that connects San Jose to Mountain View. Central Expressway between Scott Boulevard and Lafayette Street has a year 2011 ADT volume of 47,550 vehicles per day and is LOS D, which is approaching unstable flow with queues developing rapidly but with no excessive delays (City of Santa Clara, 2011). The affected segment is approximately 41 feet long.
- **Lafayette Street** is a 4-lane roadway. Lafayette Street between Central Expressway and Walsh Avenue has a year 2011 ADT volume of 18,060 vehicles per day and is LOS D, which is approaching unstable flow with queues developing rapidly but with no excessive delays. Lafayette Street between Walsh Avenue and Reed Street has a year 2011 ADT volume of 15,140 vehicles per day and is LOS C, which corresponds to stable operation with acceptable delays. (City of Santa Clara, 2011) The affected segment is approximately 0.6 miles long.
- **Scott Boulevard** is a 5-lane roadway. Scott Boulevard between Walsh Avenue and Monroe Street has a year 2011 ADT volume of 8,540 vehicles per day and is LOS C (City of Santa Clara, 2011). The affected segment is approximately 400 feet long.
- **Martin Avenue** is a 4-lane roadway. While ADT volumes along this roadway are unavailable, they are considered low with this segment primarily serving the businesses located within the immediate area (City of Santa Clara, 2011). The affected segment is approximately 0.65 miles long.

- **Mathew Street** is a 2-lane roadway that ends in a dead end. While ADT volumes along this roadway are unavailable, they are considered low with this segment primarily serving the businesses located along the street (City of Santa Clara, 2011). The affected segment is approximately 0.65 miles long.
- **De La Cruz Boulevard** is a 6-lane roadway. De La Cruz Boulevard between Central Expressway and Coleman Avenue has a year 2011 ADT volume of 20,170 vehicles per day and is LOS C (City of Santa Clara, 2011). The affected segment is approximately 0.2 miles long.
- **Walsh Avenue** is a 4-lane roadway. Walsh Avenue between Scott Boulevard and Lafayette Street has a year 2011 ADT volume of 14,680 vehicles per day and is LOS D (City of Santa Clara, 2011). The affected segment would be at Walsh Substation.

Mass Transit

Bus

Existing public transit service within the City is primarily provided by Santa Clara Valley Transportation Authority (VTA) and consists of bus, light rail transit, and paratransit services. VTA bus routes 58, 60, and 304 are located along the proposed project route (VTA, 2016). The following provides specifics of these routes with respect to the proposed project route:

- **Route 58** travels on Central Expressway along the northernmost part of the proposed route (VTA, 2016). The following bus stop located along Central Expressway is affected by the proposed project (VTA, 2017):
 - North side of Central Expressway just west of intersection with Lafayette Avenue
- **Route 60** travels on Scott Boulevard along the westernmost part of the proposed route (VTA, 2016). There are no bus stops located along Scott Boulevard that are affected by the proposed project (VTA, 2017).
- **Route 304** travels on De La Cruz Boulevard along the easternmost part of the proposed route (VTA, 2016). The following bus stops located along De La Cruz Boulevard are affected by the proposed project (VTA, 2017):
 - East side of De La Cruz Boulevard just north of the intersection with Martin Avenue
 - West side of De La Cruz Boulevard just north of the intersection with Martin Avenue

Passenger Rail

Existing commuter rail lines include Caltrain, operated by the Peninsula Joint Powers Board (JPB), and Altamont Commuter Express (ACE), operated by the San Joaquin Regional Rail Commission. Both stop at the Santa Clara Transit Station. The Capitol Corridor commuter rail line, operated by the Capitol Corridor Joint Powers Authority (CCJPA), stops at the Great America Station and provides transit services from Sacramento to San Jose through the City of Santa Clara. Planned transit developments in the City include Bay Area Rapid Transit (BART), and High Speed Rail along the Caltrain corridor. (City of Santa Clara, 2011 and 2014)

Rail (Freight)

A limited number of freight trains and regularly scheduled passenger service use the railroad track daily within the City. Outside peak commuter rail periods, the Union Pacific Railroad (UPRR) provides freight operations within the Caltrain right-of-way (ROW). The Caltrain ROW traverses through the middle and downtown areas of the City of Santa Clara. The rail network includes grade-separated and at-grade railroad

crossings. The network includes the potential for additional crossings to accommodate a future high-speed rail. (City of Santa Clara, 2014)

Bicycle

Existing bicycle facilities are part of City of Santa Clara Bicycle and Trail Network. Bicycle and Trail Network provides connections between residential neighborhoods, employment, recreation, education, and transit centers within the City (City of Santa Clara, 2014). Bikeways are typically classified as Class I, II, or III facilities. Bike paths or trails (also known as Class I bikeways) operate within a right-of-way that is separated from vehicular traffic. Bike lanes (also known as Class II bikeways) are located within roadways, but are delineated by warning symbols and striping. Bike routes (also known as Class III bikeways) operate in the shoulder lane of roadways, but are not delineated by striping. One Class II bikeway is located along De La Cruz Boulevard on the section of the Boulevard north of the proposed project route along this road (City of Santa Clara, 2013).

Air Transportation

The Norman Y. Mineta San Jose International Airport (Airport) is located to the east of, and adjacent to, the City of Santa Clara. The Airport is directly adjacent to the eastern section of the proposed project route. A private heliport, McCandless heliport, is located about 1 mile northwest of the proposed project area.

Regulatory Background

Federal

14 CFR Part 77 – Safe, Efficient Use, and Preservation of the Navigable Airspace. Construction of a project could potentially impact aviation activities if a structure or equipment were positioned such that it would be a hazard to navigable airspace. The Federal Aviation Administration (FAA) has established reporting requirements if any construction includes equipment or structures more than 200 feet above ground level or results in an object penetrating an imaginary surface extending outward and upward at a ratio of 100 to 1 from a public or military airport runway out to a horizontal distance of 20,000 feet (approximately 3.78 miles) (FAA, 2016). For areas around heliports, this same requirement applies to any construction that is more than 200 feet above ground level or would penetrate an imaginary surface extending outward and upward at a ratio 25 to 1 from a public or military heliport out to a horizontal distance of 5,000 feet.

State

California Vehicle Code (CVC). The CVC includes regulations pertaining to licensing, size, weight, and load of vehicles operated on highways; safe operation of vehicles; and the transportation of hazardous materials.

Local

City of Santa Clara General Plan. The objectives of the City's mobility and transportation policies are to a safe, efficient, convenient, and integrated system to move people and goods and promote a reduction in the use of personal vehicles and vehicle miles traveled. The following policies in the General Plan generally relate to the proposed project (City of Santa Clara, 2014):

- **Policy 5.8.2-P3.** Encourage undergrounding of utilities and utility equipment within the public right-of-way and site these facilities to provide opportunities for street trees and adequate sidewalks.

- **Policy 5.8.5-P1.** Require new development and City employees to implement transportation demand management programs that can include site-design measures, including preferred carpool and vanpool parking, enhanced pedestrian access, bicycle storage and recreational facilities.
- **Policy 5.8.5-P4.** Encourage new development to participate in shuttle programs to access local transit services within the City, including buses, light rail, Bay Area Rapid Transit, Caltrain, Altamont Commuter Express Yellow Shuttle, and Lawrence Caltrain Bowers/Walsh Shuttle services.

5.17.2 Environmental Impacts and Mitigation Measures

a. Would the project conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?

LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED – CONSTRUCTION. Project construction would occur in a highly urbanized setting and would therefore create impacts to public, private, and pedestrian transit in the project area. Some road closures and/or one-way traffic controls would be required to allow for certain construction activities and to maintain public safety. These closures and controls would decrease traffic flow and parking availability in the project area, particularly on Lafayette Street. The ROW width that would be required for the transmission line is 50 feet. SVP would obtain ministerial encroachment permits to conduct work in public and railroad ROWs in accordance with applicable City and UPRR requirements. Many of the existing power lines in the project vicinity are located along the edges of the roadway, such as in landscaped planter areas, the perimeters of parking lots, or in sidewalks. The new transmission structures would also follow the edge of the roadway and would need to be installed in the same general areas as the existing power lines. Construction zones would occur entirely within the paved portion of City streets, and some sidewalk closures are possible.

The Class II bike lane along De La Cruz Boulevard is north of the proposed project route, which is proposed along De La Cruz Boulevard between Martin Street and Mathew Street. The proposed project would not permanently remove bicycle lanes or conflict with alternative transportation routes.

While construction would create impacts, these impacts would be localized, temporary in nature, and would not change long-term traffic loads or patterns. Mitigation Measure T-1 is proposed to provide specificity regarding the requirements of a Construction Traffic Control Plan. The purpose of this plan would be to reduce potential impacts to the circulation system from the closure/disruption to roadways and travel lanes. With the incorporation of this mitigation, construction would not conflict with programs, policies, plans, or ordinances regarding public roadway, transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities.

NO IMPACT – OPERATIONS AND MAINTENANCE. SVP's existing maintenance and operations group would assume inspection, patrol, and maintenance duties as needed. Typical maintenance activities involve both routine inspections and preventive maintenance to ensure service reliability, as well as emergency work to maintain or restore service continuity. No additional staff would be required after project construction work is completed. No substantial increase in traffic or traffic-related impacts would occur due to operation and maintenance activities.

Mitigation Measures for Transportation Impacts

- MM T-1 Construction Traffic Control Plan.** Prior to the start of construction, Silicon Valley Power (SVP) shall prepare and submit a Construction Traffic Control Plan for review and approval to the City of Santa Clara (City) Planning Department for public roads and transportation facilities that would be directly affected by the construction activities and/or would require

permits and approvals. SVP shall submit the Construction Traffic Control Plan to the City prior to conducting activities covered in the traffic control permits. The Construction Traffic Control Plan shall include, but not be limited to:

- The locations and use of flaggers, warning signs, lights, barricades, delineators, cones, arrow boards, etc., according to standard guidelines outlined in the Manual on Uniform Traffic Control Devices, the Standard Specifications for Public Works Construction, and/or the California Joint Utility Traffic Control Manual.
- Additional methods to reduce temporary traffic delays and trips during peak travel hours (8:00-10:00 a.m. and 4:00-6:00 p.m.) to the maximum extent feasible.
- Typical access routes between all staging areas and the proposed work areas.
- Defining methods to coordinate with the City throughout construction to minimize cumulative lane disruption impacts should simultaneous construction projects affect shared segments/portions of the circulation system.
- Prior to the start of construction, provide (or identify the timing to provide) the City with methods to comply with all specified requirements.
- Plans to coordinate in advance with emergency service providers to avoid restricting the movements of emergency vehicles. Police departments and fire departments shall be notified in advance by SVP of the proposed locations, nature, timing, and duration of any roadway disruptions, and shall be advised of any access restrictions that could impact their effectiveness. At locations where roads will be blocked, provisions shall be ready at all times to accommodate emergency vehicles, such as immediately stopping work for emergency vehicle passage, providing short detours, and developing alternate routes in conjunction with the public agencies. Documentation of the coordination with police and fire departments shall be gathered prior to the start of construction.
- Plans to coordinate in advance with property owners, if any, that may have limited access to properties due to temporary lane closures. Provisions for ensuring secondary access should be provided.

b. Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?

LESS THAN SIGNIFICANT – CONSTRUCTION. CEQA Guidelines section 15064.3(b) concerns vehicle miles travelled (VMT) as the measure of transportation impacts. Currently, use of the provisions of section 15064.3(b) is at the discretion of the CEQA lead agency, but become mandatory statewide beginning July 1, 2020. As discussed in CEQA Guidelines Section 15064.3(b)(3), a qualitative analysis of construction traffic vehicle miles travelled (VMT) may be appropriate.

Construction of the proposed project would occur over approximately 6 months and proposed project-related traffic would be limited to worker commutes and the transport of supplies and equipment to and from construction areas and material supply sources. Once the project is completed, the vehicle trips associated with construction would end. The total peak number of vehicle trips is estimated to be up to 30 roundtrips daily. Construction personnel would commute to the staging yards and work sites at the beginning of the day and leave at the end of the day, and few people would travel to and from work areas throughout the middle of the day.

Vehicle miles traveled by personal vehicle trips and truck trips during construction would vary in their origins and destinations, but they are assumed to come primarily from the local or Bay Area and they

would be periodic and temporary. At this time, no known applicable VMT thresholds of significance for temporary construction trips that may indicate a significant impact is known. Therefore, while the proposed project would include temporary construction trips with some that may include higher VMT to deliver specialized materials and equipment, they would be temporary and the project would not affect existing transit uses or corridors and is presumed to cause a less than significant transportation impact under State CEQA Guidelines section 15064.3(b).

LESS THAN SIGNIFICANT – OPERATIONS AND MAINTENANCE. Maintenance of the proposed project would require routine inspection and periodic maintenance visits by existing SVP personnel. These activities would generate a negligible number of new vehicle trips with no notable growth in VMT. The transportation impact under State CEQA Guidelines section 15064.3(b) would be less than significant.

c. *Would the project substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?*

LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED – CONSTRUCTION. Heavy equipment operating adjacent to or within a road right-of-way could increase the risk of accidents. Construction of the proposed project would involve activities within and adjacent to public roadways, requiring temporary lane narrowing and in some instances temporary lane or roadway closures. Construction-generated trucks on the affected city streets would interact with other vehicles, and potentially create hazards. Potential conflicts also could occur between construction traffic and bicyclists and pedestrians, and potential short-term hazards could be associated with temporary lane closures during construction. Construction traffic-related impacts would be reduced with implementation of Mitigation Measure T-1 (Construction Traffic Control Plan) to ensure temporary lane closures and construction activities do not result in increased hazards to the traffic circulation system.

Mitigation Measure T-1 requires the project applicant to obtain and adhere to all requirements of an Encroachment Permit from the city, and to prepare a Traffic Control Plan that provides for the safe and efficient movement of emergency vehicles, bicycles, pedestrians, and transit vehicles through or around construction zones while protecting the workers, equipment, and construction areas. While there may be a limited increase in hazards due to construction activities proximate to public roadways, construction would be temporary and with the incorporation of Mitigation Measure T-1, temporary impacts during construction would be less than significant.

LESS THAN SIGNIFICANT – OPERATIONS AND MAINTENANCE. The height and form of the proposed project structures would be similar to the existing 60 kV transmission structures located adjacent to roadways throughout the City and they are not expected to increase transportation hazards or be an incompatible use. Maintenance of the proposed project would require routine inspection and periodic maintenance visits. While temporary lane closures are not anticipated, occasionally maintenance vehicles or equipment may be temporarily present alongside the roadways depending on structure locations; however, at least one lane of travel would remain open at all times. Therefore, the project would not cause hazards or incompatible uses due to maintenance activities proximate to public roadways; no mitigation is required.

Mitigation Measures for Transportation Hazards

MM T-1 Construction Traffic Control Plan. [see full text under Item (a) above]

d. *Would the project result in inadequate emergency access?*

LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED. Construction of the proposed project would cause a minor short-term increase in the local traffic in the immediate vicinity of the section of the proposed route

if there would be a temporary lane closure. The proposed project would not increase traffic substantially as compared to the existing traffic volume and the capacity of the street system in the area. At least one lane of travel through each construction area would remain open throughout the construction period to accommodate roadway users (including emergency vehicles). To ensure temporary lane closures do not result in inadequate emergency vehicle movements or impede access to property, Mitigation Measure T-1 (Construction Traffic Control Plan) is proposed and would require review and approval of a project-specific Construction Traffic Control Plan, which would include specific measures to address temporary closures/disruptions to travel lanes and plans to coordinate in advance with emergency service providers. With the incorporation of Mitigation Measure T-1, temporary impacts during construction would be less than significant.

LESS THAN SIGNIFICANT – OPERATION AND MAINTENANCE. Once operational, the proposed project would have minimal impact on access or movement to emergency service providers. Occasional maintenance activities would be short-term in duration throughout the project area. While temporary lane closures are not anticipated, occasionally maintenance vehicles or equipment may be temporarily present alongside the roadways depending on structure locations; however, at least one lane of travel would remain open at all times. Therefore, maintenance of the proposed project would have a less than significant impact on emergency vehicle access and movements.

Mitigation Measures for Emergency Access

MM T-1 Construction Traffic Control Plan. [see full text under Item (a) above]

5.18 Tribal Cultural Resources

TRIBAL CULTURAL RESOURCES

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
(i) listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(ii) a resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Significance criteria established by CEQA Guidelines, Appendix G.

5.18.1 Setting

Tribal Cultural Resources (TCRs), as defined under Assembly Bill 52 (AB 52) are resources that include sites, features, places, cultural landscapes, and sacred places or objects that have cultural value or significance to a California Native American tribe. Tribal representatives are considered experts appropriate for providing substantial evidence regarding the locations, types, and significance of TCRs within their traditional and cultural affiliated geographic areas, and therefore the identification and analysis of TCRs should involve government-to-government tribal consultation between the CEQA lead agency and interested tribal groups and/or tribal persons (Public Resources Code [PRC] §21080.3.1(a)).

Additionally, best practices show that a lead agency should make a good faith effort to identify TCRs that may be impacted by a project even if a Native American tribe does not identify any during consultation. This includes requesting a search of the Native American Heritage Commission's (NAHC) Sacred Lands file, conducting ethnographic research, and using information that has been previously provided during tribal consultation for other projects in the area.

Records Search

As documented in Section 5.5 (Cultural Resources), the records search indicates that no prehistoric cultural resources have been previously identified in the project area, and three resources have been identified outside of the project area within a 1/8-mile radius. These consist of two historic resources and one prehistoric resource: the historic Paragon Mechanical Building (CHRIS #P-43-001731), historic Santa Clara Public Works Building and Maintenance Facility (P-43-003529), and a prehistoric cemetery (P-43-001080).

P-43-001731 Paragon Mechanical Building. A steel-sided building constructed in 1959-1960 by the Reliance Steel Corporation. A resource assessment and evaluation was completed in 2005 and recommended the resource as ineligible to the National Register of Historic Places (NRHP) and California Register of Historical Resources (CRHR).

P-43-003529 Santa Clara Public Works Building and Maintenance Facility. Resource consists of two buildings constructed in the 1950s and a modern gas compression plant building. A resource assessment and evaluation was completed in 2015 and recommended the resource as ineligible to the National Register of Historic Places (NRHP) and California Register of Historical Resources (CRHR).

P-43-001080 Prehistoric Cemetery. Recorded in 2010, the cemetery consisted of ten burials and associated materials. Nine of the burials were removed in 2010 by Alan Leventhal, Rosemary Cambra, and Andrew Galven of the Ohlone Families Consulting Services. The resource has not been formally evaluated for its potential eligibility to the NRHP or CRHR.

Ethnographic Research

The project area is located within the tribal territory of the “Costanoan,” a term derived from the Spanish word *Costanos*, meaning “coast people” or “coastal dwellers.” At the time of European ethnic groups’ arrival, the Costanoan occupied the central California coast from the northern tip of the San Francisco Peninsula to Big Sur in the south and as far east as the Diablo Range. An estimated 1,400 or more persons of partial Costanoan descent currently reside in the greater San Francisco Bay Area. These individuals now generally prefer the term Ohlone to identify themselves (Margolin, 1978).

The Costanoan language is part of the Penutian language family spoken by other California Indian groups known as the Wintun, Maidu, Miwok, and Yokuts. The Costanoan (Ohlone) language family consists of six dialect clusters, of which three were recorded during the ethnohistoric period, including the San Francisco Bay Costanoan, Mutsun along the Pajaro River, and Rumsen near Monterey and Carmel (Golla, 2011:162-163). Linguistic analysis suggests that the Costanoans moved into the Bay Area from the San Joaquin and Sacramento River regions around 1,500 years BP and replaced the original Hokan peaking population of the Bay Area. This suggested replacement appears to coincide with the appearance of Late Horizon artifact assemblages. Further details of Costanoan linguistic relationships can be found in Levy (1976). Researchers, using Spanish mission records and archaeological data, have estimated a Costanoan population of 1,000 to 1,200 individuals for the Santa Clara Valley in 1770 (Levy, 1978:485; King, 1977:54).

The Costanoan practiced a hunting and collecting economy focusing on the collection of seasonal plant and animal resources including tidal and marine resources from San Francisco Bay. They traded with neighboring groups including the Yokuts to the east and exported shells, salt and cinnabar among other items. At the time of contact with Europeans, the Costanoan people were living in approximately 50 separate and politically autonomous tribelets, with each group having one or more permanent villages surrounded by a number of temporary camps used to exploit seasonally available floral and faunal resources (Levy, 1978:485, 487).

Mission Santa Clara and Mission San José were established in the South Bay in the late 1770s. The aboriginal lifeway disappeared by 1810 due to its disruption by introduced diseases, a declining birth rate, and the impact of the mission system. Missionization not only decimated local populations but also relocated native peoples from throughout north-central California into the San José area. The Costanoan/Ohlone were transformed from hunters and gatherers into agricultural laborers (and in some cases, craft artisans) who lived at the missions and worked with former neighboring Native American groups such as the Esselen, Yokuts, and Miwok (Levy, 1978:486).

With secularization of the missions by Mexico in 1834, most of the aboriginal population gradually moved to ranchos to work as manual laborers (Levy, 1978:486). During the Mexican Period several ranchos were granted to Native Americans, such as Rancho Ulistac and the Rancho Posolmi. Rancho Ulistac, located on the west bank of the Guadalupe River in the City of Santa Clara, was granted to “emancipated” Mission Indians Marcello, Pio, and Cristobal in 1845 (Hendry and Bowman, 1940:872-873). Rancho Posolmi, located along the Guadalupe River at the northeastern boundary of the City of Mountain View, was granted to Lopez Indigo (or Yndigo) in 1881 (San Jose, 2011).

Contemporary descendants of the Costanoan (Ohlone) Native Americans are not members of federally recognized tribes. Ohlone recognition and assertion began to move to the forefront during the early twentieth century, enforced by legal suits brought against the United States government by Indians of California (1928–1964) for reparation due them for the loss of traditional lands. The Ohlone/Costanoan Muwekma Tribe, consisting surviving Native American lineages who trace their ancestry through Missions Dolores, Santa Clara and San José, and who have descendants from the historic federally recognized Verona Band of Alameda County, are currently completing legal actions to regain federal status. Other Bay Area groups of Ohlone/Costanoan have or are contemplating status recognition. The State of California has recognized the validity of unrecognized tribal groups of local Native Americans and has afforded both the groups and Native American individuals status in regard to consultation for planning and CEQA compliance (San Jose, 2011).

Regulatory Setting

State

California Environmental Quality Act. CEQA requires that impacts to TCRs be identified and, if impacts will be significant, that mitigation measures be implemented to reduce those impacts to the extent feasible (PRC §21081). In the protection and management of the cultural environment, both the statute and the CEQA Guidelines (14 California Code of Regulations §15000 et seq.) provide definitions and standards for management of TCRs.

PRC Section 21074 defines a TCR as “a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe.” TCRs also include “non-unique archaeological resources” that may not be scientifically significant, but still hold sacred or cultural value to a consulting tribe.

A resource shall be considered significant if it is: (1) listed or eligible for listing in the California Register of Historical Resources (CRHR), or in a local register of historical resources as defined in PRC Section 5020.1(k) (discussed in detail above); or (2) a resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of PRC Section 5024.1. In applying these criteria, the lead agency must consider the significance of the resource to a California Native American tribe.

Therefore, a project may have substantial adverse change in the significance of a TCR if:

- The adverse change is identified through consultation with any California Native American tribe that requests consultation and is traditionally and culturally affiliated with the geographic area of a proposed project (PRC §21084.2).
- The resource is listed, or eligible for listing, in the CRHR or in a local register of historical resources, and it is demolished as described in detail above (State CEQA Guidelines §15064.5(b)).

The fact that a TCR is not listed in the CRHR, determined to be ineligible for listing in the CRHR, not included in a local register of historical resources, or is not identified in a historical resources survey does not preclude a lead agency from determining that the resource may be a historical resource. Refer to CEQA Guidelines Section 15064.5(a) for a detailed discussion of the term “historical resource.”

CEQA Guidelines Section 15064.5(b)(1) explains that effects on historical resources (or TCRs, if so determined by the lead agency) would be considered adverse if it involves physical demolition, destruction, relocation, or alteration of the resource or its immediate surroundings such that the significance of the resource would be materially impaired. Adverse effects on historical resources may result in a project having a significant effect on the environment. CEQA Guidelines Section 15064.5(c)(3) requires that TCRs receive treatment under PRC Section 21083.2, which requires that these resources be preserved in place or left in an undisturbed state. If these treatments are not possible, then mitigation for significant effects is required, as outlined in PRC Section 21082.2(c).

The statutes and guidelines cited above specify how TCRs are to be analyzed for projects subject to the CEQA.

Tribal Outreach

There are currently no tribes or tribal representatives with cultural affiliations to the project area that have previously contacted the City of Santa Clara in writing to request to be notified of City projects.

The proposed project’s effects on potentially buried and therefore presently unidentified TCRs was evaluated using the significance criteria set forth in Appendix G of the CEQA Guidelines and with consideration to AB 52 and the Governor’s Office of Planning and Research’s, “Revised Technical Advisory: AB 52 and Tribal Cultural Resources in CEQA” (OPR, 2017).

Sacred Lands File Search

The City requested a search of the NAHC’s Sacred Lands file to determine the presence or likelihood of encountering TCRs within the project area. On November 8, 2017, the NAHC responded that the search was completed with negative results (i.e., no sacred sites are located within the project area or surrounding 1/8-mile radius). However, the NAHC stated that the area was sensitive for potential tribal cultural resources (Lienert, 2017).

5.18.2 Environmental Impacts and Mitigation Measures

a. Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

(i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k)?

LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED. There are no known TCRs that are listed in, or are known to be eligible for listing in, the CRHR or local register of historical resources within the proposed project site or within 1/8 mile of the project site. Although there is no evidence that TCRs exist within the proposed project site, it is possible that previously unidentified TCRs that may be eligible for inclusion in the NRHP, CRHR, or local registers could be discovered and damaged, or destroyed, during ground disturbance, which would constitute a significant impact absent mitigation. Implementation of Mitigation

Measure TCR-1 would evaluate and protect unanticipated TCR discoveries, thereby reducing this impact to a less than significant level after mitigation.

Mitigation Measure for Unanticipated Tribal Cultural Resources

MM TCR-1 Management of Unanticipated Tribal Cultural Resources. During project-level construction, should subsurface tribal cultural resources be discovered, all activity in the vicinity of the find shall stop and a qualified archaeologist and an authorized tribal representative shall be contacted to assess the significance of the find according to CEQA Guidelines Section 15064.5 and Section 21074. If any find is determined to be significant, the archaeologist shall determine, in consultation with the implementing agency and any local Native American groups expressing interest, appropriate avoidance measures or other appropriate mitigation. Per CEQA Guidelines Section 15126.4(b)(3), preservation in place shall be the preferred means to avoid impacts to tribal cultural resources. Methods of avoidance may include, but shall not be limited to, project reroute or redesign, project cancellation, or identification of protection measures such as capping or fencing. Consistent with CEQA Guidelines Section 15126.4(b)(3)(C), if it is demonstrated that resources cannot be avoided, the qualified archaeologist shall develop additional treatment measures, such as data recovery or other appropriate measures, in consultation with the implementing agency and any local Native American representatives expressing interest in the tribal cultural resource.

(ii) a resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe?

LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED. No known TCRs were identified during a search of the NAHC's Sacred Lands File, or during ethnographic research, and Native American tribes did not request to be notified of projects pursuant to AB 52, and thus did not participate in government-to-government consultation to identify TCRs present. Nevertheless, it is possible that previously unidentified TCRs that may qualify as a significant resource according to lead agency determination could be discovered and damaged, or destroyed, during ground disturbance. Such a discovery or inadvertent damage/destruction to a previously unknown TCR would constitute a significant impact absent mitigation. Implementation of Mitigation Measures TCR-1, which is discussed under Item (a), would evaluate and protect unanticipated TCR discoveries, thereby reducing this impact to a less than significant level.

Mitigation Measure for Unanticipated Tribal Cultural Resources

MM TCR-1 Management of Unanticipated Tribal Cultural Resources [see full text under Item (a) above]

5.19 Utilities and Service Systems

UTILITIES AND SERVICE SYSTEMS				
Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
a. Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Significance criteria established by CEQA Guidelines, Appendix G.

5.19.1 Setting

Utility and services system facilities associated with electricity, domestic (potable) water, stormwater, solid waste, communications, and natural gas are provided and maintained by a variety of local purveyors, including cities, counties, special districts, water agencies, and private companies. Table 5.17-1 lists utility providers in the area.

Table 5.19-1. Utility Providers

Natural gas – Pacific Gas & Electric Company

Electricity – Silicon Valley Power

Water – City of San Francisco's Hetch Hetchy aqueduct, Santa Clara Valley Water District, Santa Clara City-owned wells

Wastewater – San José-Santa Clara Water Pollution Control Plant

Telephone – AT&T, Comcast

Solid Waste – Mission Trail Waste Systems, Allied Waste, Green Waste Recovery, and Los Gatos Garbage Company

Source: City of Santa Clara, 2014

Utilities

Water Supply

Potable water for the City of Santa Clara comes from a combination of sources: the City of San Francisco's Hetch Hetchy aqueduct system, the Santa Clara Valley Water District, and groundwater from City-owned wells. Groundwater comprises almost 70 percent of the City's water supply. Recycled wastewater is also

used in the City for certain landscape irrigation, industrial, and construction purposes (City of Santa Clara, 2014).

Electricity and Natural Gas

Silicon Valley Power (SVP) is owned and operated by the City of Santa Clara as a municipal electric utility and as a department of the City. SVP maintains almost 350 miles of underground distribution lines, nearly 200 miles of overhead distribution lines and over 50 miles of transmission lines. Electricity for the City is provided from various sources: natural gas, wind, and hydroelectric generation resources in California and other western states (City of Santa Clara, 2016).

The City's natural gas is provided by Pacific Gas & Electric Company. Transmission mains deliver gas from basins in California, Canada, and the Western United States (City of Santa Clara, 2014).

Service System

Sewerage/Wastewater

Sewer systems collect wastewater in the City Santa Clara and that wastewater is transported via pipelines to the San Jose–Santa Clara Regional Wastewater Facility (RWF) in San Jose, CA. The RWF also receives wastewater from other cities in Santa Clara County and is able to treat up to 167 million gallons per day (mgd). The plant currently operates at an average dry weather flow of 109.6 mgd (City of San Jose, 2019).

About 10 percent of the total treated wastewater from the RWF is directed into the South Bay Water Recycling system. The treated wastewater is used for landscaping irrigation, dual plumbing, industrial uses, and other approved uses around the southern Bay Area. Recycled water distribution pipelines are located throughout the City of Santa Clara. Treated wastewater that is not directed into the recycled water pipelines is discharged into the southern portion of San Francisco Bay (City of Santa Clara, 2014).

Solid Waste Disposal

Solid waste and recycling collection service in the City of Santa Clara is primarily provided by 4 companies: Mission Trail Waste Systems, Allied Waste, Green Waste Recovery, and Los Gatos Garbage Company. Newby Island Sanitary Landfill is the main landfill that services the City, though solid wastes are also sent to landfills outside of Santa Clara County (City of Santa Clara, 2014). Newby Island Sanitary Landfill is located at 1601 Dixon Landing Road, Milpitas, CA 95035. Table 5.19-2 lists the capacities of the landfills used.

Table 5.19-2. Landfill Capacities

Landfill Name	Total Capacity (cu.yd.)	Remaining Capacity (cu.yd.)	Remaining Capacity (percent)	Maximum Throughput (tons/day)
Newby Island Sanitary Landfill (Cease operation estimated 2041)	57,500,000	21,200,000	36.9	4,000
Guadalupe Sanitary Landfill (Cease operation estimated 2048)	28,600,000	11,055,000	38.7	1,300
Corinda Los Trancos Landfill (Cease operation estimated 2034)	60,500,000	22,180,000	36.7	3,598

Sources: CalRecycle, 2017a; CalRecycle, 2017b; CalRecycle, 2017c

Regulatory Background

This section includes a description of the utilities and public service systems regulatory framework.

Federal

Clean Water Act Section 402: National Pollutant Discharge Elimination System. Section 202 of the Clean Water Act (CWA) establishes the National Pollutant Discharge Elimination System (NPDES) permit program to regulate point source discharges of pollutants of Waters of the United States. Discharges or construction activities that disturb one or more acres, which includes the proposed project, are regulated under the NPDES stormwater program and are required to obtain coverage permit under a NPDES Construction General Permit. The Construction General Permit establishes limits and other requirements such as the implementation of the Stormwater Pollution Prevention Plan, which would further specify best management practices to avoid or eliminate pollution discharge into the nation's waters. The State Water Resources Control Board (SWRCB) issues both general and individual permits under this program. The SWRCB delegates much of its NPDES authority to nine regional water quality control boards. The proposed project's NPDES permits would be under jurisdiction of Region 2, the San Francisco Regional Water Quality Control Board.

State

California Government Code – Protection of Underground Infrastructure. The responsibilities of California utility operators working in the vicinity of utilities are detailed in Section 1, Chapter 3.1, "Protection of Underground Infrastructure" (Article 2 of California Government Code §§4216-4216.9). This law requires that an excavator must contact a regional notification center at least two days prior to excavation of any subsurface installation. Any utility provider seeking to begin a project that may damage underground infrastructure can call Underground Service Alert, the regional notification center. Underground Service Alert will notify the utilities that may have buried lines within 1,000 feet of the project. Representatives of the utilities are required to mark the specific location of their facilities within the work area prior to the start of project activities in the area. The code also requires excavators to probe and expose underground facilities by hand prior to using power equipment.

California Integrated Waste Management Act of 1989. Assembly Bill 939 codified the California Integrated Waste Management Act of 1989 in the Public Resources Code and established a hierarchy to help the California Integrated Waste Management Board (CIWMB) and local agencies implement three major priorities under the Integrated Waste Management Act: source reductions; recycling and composting; and environmentally safe transformation and land disposal. Waste diversion mandates are included under these priorities. The duties and responsibilities of the CIWMB have since been transferred to the California Department of Resources Recycling and Recovery (CalRecycle) after the abolishment of the CIWMB in 2010, but all other aspects of the Act remain unchanged.

The Act requires all local and county governments to adopt a waste reduction measure designed to manage and reduce the amount of solid waste sent to landfills. This Act established reduction goals of 25 percent by the year 1995 and 50 percent by the year 2000. Senate Bill 1016 (2007) streamlines the process of goal measurement related to Assembly Bill 939 by using a disposal-based indicator: the per capita disposal rate. The per capita disposal rate uses only two factors: the jurisdiction's population (employment can be considered in place of population in certain circumstances) and the jurisdiction's disposal as reported by disposal facilities. CalRecycle encourages reduction measures through the continued implementation of reduction measures, legislation, infrastructure, and support of local requirements for new developments to include areas for waste disposal and recycling on-site.

California Code of Regulations (Title 27). Title 27 (Environmental Protection) of the California Code of Regulations defines regulations and minimum standards for the treatment, storage, processing, and disposal of solid waste at disposal sites. The State Water Resources Control Board maintains and regulates compliance with Title 27 (Environmental Protection) of the California Code of Regulations by establishing waste and site classifications and waste management requirements for solid waste treatment, storage, or disposal in landfills, surface impoundments, waste piles, and land treatment units. The compliance of the proposed project would be enforced by the San Francisco RWQCB Region 2 and the California Department of Resources Recycling and Recovery (CalRecycle) (formerly the California Integrated Waste Management Board). Compost facilities are regulated under CCR Title 14, Division 7, Chapter 3.1 Section 17850 through 17895, by CalRecycle. Permit requests, Reports of Waste Discharge, and Reports and Disposal Site Information are submitted to the RWQCB and CalRecycle, and are used by the two agencies to review, permit, and monitor these facilities.

Local

Energy Policies. The purpose of the City's energy policies is to encourage reduced energy use. The following policies in the General Plan generally relate to the proposed project (City of Santa Clara, 2014):

- **Policy 5.10.3-P10.** Maintain the City's level of service for high quality utilities and telecommunications infrastructure.
- **Policy 5.10.3-P12.** Work with Silicon Valley Power to implement adequate energy distribution facilities to meet the demand generated by new development.

Water Policies. The purpose of the City's water policies is off-set increased demand associated with the implementation of the City General Plan. The following policies in the General Plan generally relate to the proposed project (City of Santa Clara, 2014):

- **Policy 5.10.4-P1.** Promote water conservation through development standards, building requirements, landscape design guidelines, education, compliance with the State Water Conservation Landscaping Ordinance, incentives, and other applicable City-wide policies and programs.
- **Policy 5.10.4-P4.** Require an adequate water supply and water quality for all new development.
- **Policy 5.10.4-P5.** Prohibit new development that would reduce water quality below acceptable State and local standards.
- **Policy 5.10.4-P10.** Work with Santa Clara Valley Water District to minimize undesirable compaction of aquifers and subsidence of soils.

Conservation. The City's conservation policies consider the regulation of wastewater to protect biological resources in the City. The following policy in the General Plan generally relates to the proposed project (City of Santa Clara, 2014):

- **Policy 5.10.1-P6.** Require adequate wastewater treatment and sewer conveyance capacity for all new development.

Land Use. The City's land use policies consider the effects of development to public facilities and infrastructure. The following policy in the General Plan generally relates to the proposed project (City of Santa Clara, 2014):

- **Policy 5.3.1-P17** Promote economic vitality by maintaining the City's level of service for public facilities and infrastructure, including affordable utilities and high quality telecommunications.

5.19.2 Environmental Impacts and Mitigation Measures

a. *Would the project require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?*

LESS THAN SIGNIFICANT. The proposed project would involve construction and modification of new and existing electric power transmission facilities. Construction would generate a minimal demand for water or wastewater treatment and no demand for natural gas facilities. It would not require the relocation, expansion, or development of new utility systems. However, it would require minor modifications to some existing electric power and distribution lines and substations. During routine operation and maintenance of the proposed project, SVP's new transmission line would be unmanned and would not create any need for new or expanded utilities or service systems.

Water, Wastewater Treatment or Storm Water Facilities. The proposed project would generate minimal demand for water or wastewater treatment. A water truck may be on-site to support dust suppression during ground disturbing work. Any water used for dust control would be dispersed onsite and would either evaporate or be absorbed into the ground; therefore, no wastewater generation is anticipated. Foundation slurry, a mixture of water and a stabilizing agent for the installation of tubular steel pole foundations, would be disposed of at an approved site away from the work area. Dewatering may be necessary if groundwater is encountered and watering for dust suppression may be needed. Portable toilets would be provided for construction work crews and would be removed after construction is completed and these toilets will be maintained by a licensed sanitation contractor.

The proposed project would not result in any increased stormwater flow entering stormwater drainage systems and therefore would not require, or result in the construction of, new stormwater drainage facilities or the expansion of existing facilities.

Upon completion of construction, the proposed project would not generate any demand for water or wastewater treatment. Existing wastewater and water treatment facilities are adequate to accommodate the demand generated by the proposed project. Thus, the project would have less than significant impact that would not cause the need for the construction or expansion of water or wastewater treatment facilities or storm water drainage.

Electric Power, Natural Gas, or Telecommunications Facilities. Construction of the proposed project would have the potential to disrupt existing underground utility systems or cause a collocation accident. Coordination with other utility system owners and compliance with California Government Code §§4216–4216.9 would reduce the likelihood of accidental disruptions from a collocation accident. Prior to initiating underground construction, including drilling for structure footings, SVP or its contractor would contact Underground Service Alert to identify any existing underground utilities in the construction zone.

b. *Would the project have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?*

LESS THAN SIGNIFICANT. If water is used for the proposed project, the primary need would be for the foundation slurry used in the construction of the drilled concrete pier foundations for the tubular steel poles. For an approximate foundation size of 8 feet in diameter and 25 feet deep, about 1,250 cubic feet of water would be required at each foundation site. This would be a one-time need.

Water may also be used for dust suppression if necessary during the 6-month construction timeframe. The volume of water required for dust control is not known. However, the amount of water for dust

suppression during construction is considered to be nominal in comparison to available municipal water supply, and water use for construction would be periodic and temporary during the construction period.

Water trucks would provide water for these activities as needed. Upon completion, the proposed project would not generate any demand for water. Therefore, the proposed project would have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years.

c. Would the project result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

LESS THAN SIGNIFICANT. The proposed project would generate minimal wastewater during construction. Foundation slurry for the installation of the tubular steel poles would be disposed of at an approved site away from the work area. The proposed project would also require portable toilets for construction workers and the waste would be disposed of at appropriately licensed official facilities with adequate capacity. As discussed in Item (b) above, existing wastewater facilities would adequately accommodate the minor demand caused by project construction while serving existing commitments. Therefore, this impact would be less than significant.

d. Would the project generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?

LESS THAN SIGNIFICANT. Construction debris and waste generated during construction of the proposed project would be transported to the staging area(s) or to an area Service Center as needed for recycling or disposal. Existing wood poles would be removed to an area Service Center or staging area collection bin for transport with other materials for disposal at a licensed Class I or Class II landfill or a composite lined portion of a solid waste landfill. Total solid waste generated by construction of the proposed project is anticipated to be minor compared to the capacity of local infrastructure and existing landfills, as identified in Table 5.19-2, Landfill Capacities. The landfills identified in Table 5.19-2 are not expected to close for about another 20 years. During operation, the proposed project components would be unmanned and would not generate notable quantities of solid waste. Therefore, the impact of solid waste disposal on local infrastructure and landfill capacity would be less than significant.

e. Would the project comply with federal, state, and local management and reduction statutes and regulations related to solid waste?

NO IMPACT. The California Integrated Waste Management Act of 1989, which emphasizes resource conservation through the reduction, recycling, and reuse of solid waste guide solid waste management requires that localities conduct a Solid Waste Generation Study (SWGS) and develop a Source Reduction Recycling Element (SRRE). The proposed project would operate in accordance with these applicable Solid Waste Management Policy Plans by including recycling where feasible. As identified in Item (f) above, the landfills serving the site would have sufficient capacity to accommodate project construction solid waste disposal needs, and project solid waste disposal would not require the need for new or expanded landfill facilities. Therefore, the proposed project would comply with federal, State, and local management and reduction statutes and regulations related to solid waste disposal limits and landfill capacities. No impact would occur.

5.20 Wildfire

WILDFIRE

If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, **would the project:**

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Substantially impair an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Significance criteria established by CEQA Guidelines, Appendix G.

5.20.1 Setting

Wildland fire protection in California is the responsibility of the State, local, or federal government, depending on the location. The California Department of Forestry and Fire Protection (CAL FIRE) is required by law to map areas of significant fire hazards based on fuels, terrain, weather, and other relevant factors. These zones, which are referred to as Fire Hazard Severity Zones (FHSZ), influence how people construct buildings and protect property to reduce risk associated with wildland fires. FHSZ maps identify the likelihood that an area will burn over a 30 to 50-year period without considering that modifications may occur, such as fuel reduction efforts. Risk is not indicated by the maps. Risk is the potential damage that can be done by a fire, based on existing conditions. Risk can be reduced by various strategies, such as creation of defensible space, fuel load reduction, and, in the case of structures, the use of sprinklers and ignition-resistant building materials and construction. The City of Santa Clara area is not located in a FHSZ in the CAL FIRE wildland fire hazard maps, namely due to its urban conditions, flat terrain and low fuel load (CAL FIRE, 2007). Fire protection within the City is discussed in Section 5.15 (Public Services).

Regulatory Background

Federal

A variety of line and tower clearance standards are used throughout the electric transmission industry. Nationally, most transmission line owners follow the National Electric Safety Code (NESC) rules or American National Standards Institute (ANSI) guidelines, or both, when managing vegetation around transmission system equipment. The NESC deals with electric safety rules, including transmission wire clearance standards, whereas the applicable ANSI code deals with the practice of pruning and removal of vegetation.

State and Local

California Public Utilities Commission (CPUC) General Order (GO) 95. CPUC's GO 95 is the key standard governing the design, construction, operation, and maintenance of overhead electric lines in the State. The CPUC has promulgated various Rules to implement the fire safety requirements of General Order 95, including:

- *GO 95 Rule 31.2* requires that lines be inspected frequently and thoroughly to ensure that they are in good condition, and that lines temporarily out of service be inspected and maintained in such condition so as not to create a hazard.
- *GO 95 Rule 35* governs requirements that vegetation management activities be performed in order to establish necessary and reasonable clearances.
- *GO 95 Rule 38* establishes minimum vertical, horizontal, and radial clearances of wires from other wires.

California Public Resources Code Sections 4294 and 4293. The California Public Resources Code (CPRC) Sections 4292 and 4293 specify requirements related to fire protection and prevention in transmission line corridors. CPRC Section 4292 states that any person that owns, controls, operates, or maintains any electrical transmission or distribution line has primary responsibility for fire protection of such areas, and shall maintain around and adjacent to any pole or tower which supports a switch, fuse, transformer, lightning arrester, line junction, or dead end or corner pole, a firebreak which consists of a clearing of not less than 10 feet in each direction from the outer circumference of such a pole or tower (CPRC 4292).

Power Line Fire Prevention Field Guide 2008 Edition. CAL FIRE, the state's three investor-owned utilities (Pacific Gas and Electric [PG&E] Company, Southern California Edison Company, and San Diego Gas and Electric), and other California electric utilities have mutually developed a comprehensive field guide for their personnel. Its purpose is "to provide information and guidance to the personnel of the fire service agencies and electrical operators for minimum uniform application within the areas of their respective jurisdiction and franchise responsibilities." In addition to safety of the public, the guide details fire hazard reduction maintenance procedures for the safety of conductors and certain hardware.

PG&E's Public Safety Power Shutoff Program. The Public Safety Power Shutoff program was developed in cooperation with state utility regulators at the CPUC. A utility shuts off electricity on transmission and distribution lines in fire-prone areas during high fire-risk periods, including:

- Red flag warning declared by the National Weather Service;
- Low humidity levels – generally 20% and below; and/or
- Forecasted sustained winds generally above 25 mph and wind gusts in excess of approximately 45 mph.

SVP operates and maintains the distribution and transmission grid inside the City of Santa Clara, yet the larger transmission grid that brings most of SVP's energy into the City is integrated throughout the State. Therefore, if large transmission lines are de-energized or constrained, then SVP may need to reduce load quickly to help the greater transmission grid. Depending on the severity of the event, it may mean power shutoffs or rolling outages in the City of Santa Clara.

5.20.2 Environmental Impacts and Mitigation Measures

a. Would the project substantially impair an adopted emergency response plan or emergency evacuation plan?

LESS THAN SIGNIFICANT WITH MITIGATION- CONSTRUCTION. The project does not cross over or is not near any roads in the very high FHSZ nor is it within the evacuation routes. The project may require brief temporary

lane closures/disruptions, during which SVP would implement traffic control protocols and a project-specific traffic plan under Mitigation Measure T-1 (Construction Traffic Control Plan) to ensure that traffic flow would not be impacted. With incorporation of mitigation, impacts from project construction would not substantially impact emergency response or evacuation plans.

NO IMPACT – OPERATIONS AND MAINTENANCE. Once operational, the proposed project would have minimal impact on emergency response or evacuation. Occasional maintenance activities would be short-term in duration throughout the project area. While temporary lane closures are not anticipated, occasionally maintenance vehicles or equipment may be temporarily present alongside the roadways depending on structure locations. However, at least one lane of travel would remain open at all times and any closure or disruption would be a limited duration (likely less than one day). Therefore, maintenance of the proposed project would not substantially impair an emergency response plan or emergency evacuation plan.

Mitigation Measures for Emergency Response

MM T-1 Construction Traffic Control Plan. [see full text in Section 5.17, Transportation/Traffic]

b. Would the project, due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?

LESS THAN SIGNIFICANT - CONSTRUCTION. The project would not result in any occupied facilities. However, there are residences in the project vicinity located west of Lafayette Street at its intersection with Memorex Drive, on the opposite side of the Lafayette Street and just over 100 feet from the proposed transmission line route. Therefore, the following analysis focuses on the potential for Project construction and operation to increase the exposure of residences to wildfire risks.

During construction, project-related activities have the potential to be an ignition source for a fire. Examples of ignition sources include sparks from welding or from metal striking metal or stone igniting surrounding vegetation and improperly discarded smoking materials. To reduce the fire risk, SVP would implement its standard fire prevention protocols. In addition, the proposed project is located in a flat, urban environment with lack of extensive vegetation, and construction activities would occur over a limited duration (6 months). Furthermore, the City of Santa Clara area is not located in a FHSZ in the CAL FIRE wildland fire hazard maps (CAL FIRE, 2007). Impacts from wildfire risk during construction would be less than significant and no mitigation is required.

LESS THAN SIGNIFICANT – OPERATIONS AND MAINTENANCE. Electrical lines can start a fire if an object such as a tree limb, kite, or mylar balloon simultaneously contacts the power line conductors and a second object, such as the ground or a portion of the supporting pole. System component failures and accidents during maintenance activities can also cause line faults that result in arcing on power lines. Power lines are also subject to conductor-to-conductor contact, which can occur when extremely high winds force two conductors on a single pole to oscillate so excessively that they contact one another. This contact can result in arcing (sparks) that could ignite nearby vegetation. Aging, failing equipment increases the risk of system failures and faults.

The project would update and install new electrical line equipment, reducing the risk of a system failure or line fault due to aging equipment. While the proposed project would result in additional overhead electrical lines, the increase in risk of ignition associated with the additional line would be minimal relative to baseline conditions and the project is not located in an area of high wildfire risk. Operation and maintenance activities would be incorporated into SVP's existing O&M schedule for the existing transmission lines, substations, and associated facilities. As with current operations and maintenance, SVP

would comply with all current federal and State laws related to vegetation clearance and fire prevention, as not to exacerbate wildfire risks. Impacts from wildfire risk during operations and maintenance would be less than significant and no mitigation is required.

c. Would the project require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?

LESS THAN SIGNIFICANT. The proposed project includes construction of a new and reconductored transmission line. Most activities associated with the proposed project would occur along existing transmission line ROWs in an urban area and would rely primarily on existing paved roads for access. No fuel breaks or emergency water sources would be required. None of the new or reconductored transmission lines would be within any wildfire risk area.

Operation and maintenance activities would be incorporated into the existing O&M schedule for the existing transmission lines, substations, and associated facilities. As with current operations and maintenance, SVP would comply with all current federal and State laws related to vegetation clearance and fire prevention. No additional infrastructure that has not been considered would be installed, and no additional fire risk impacts would occur because of operating and maintaining the project.

d. Would the project expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?

LESS THAN SIGNIFICANT. The project would not have any occupants and thus could not expose residents to increased fire risk. The proposed project is located in an urban area with flat topography and low fuel load. During construction, there would be ground disturbance at the structure locations and the proposed project would use up to two staging areas, each approximately one acre, in areas that are already disturbed. No trenching or extensive grading or new impervious surfaces would be required for construction of the proposed project. As with current operations and maintenance, SVP would comply with all current regulations related to vegetation clearance and fire prevention. Given the low fire risk in a flat area with no known historic landslides or slope instability and the limited amount of surface disturbance proposed, the exposure of people or structures to risks as a result of runoff, post fire instability or drainage changes would be less than significant.

5.21 Corona and Induced Current Effects

5.21.1 Environmental Setting

Corona

Corona is one of the phenomena associated with all energized electrical devices, including high voltage transmission lines. The localized electric field near a conductor can be sufficiently concentrated to ionize air close to the conductors. This can result in a partial discharge of electrical energy called a corona discharge, or corona. The corona effect is the physical manifestation of discharged electrical energy into very small amounts of sound, radio noise, heat, and chemical reactions with air components. It is a phenomenon associated with all energized electrical devices but is especially common with high-voltage power lines.

The amount of corona produced by a power line is a function of several factors, including line voltage, conductor diameter, conductor locations in relation to each other, condition of conductors and hardware, and local weather conditions including power line elevation above sea level. Corona typically becomes a design concern for 230 kV and higher power lines that are overhead (i.e., transmission lines on poles or towers). It is less noticeable for lines that are operated at lower voltages (i.e., subtransmission and distribution-sized lines). The electric field gradient is greatest at the conductor surface. Larger-diameter conductors have lower electric field gradients at the conductor surface and, therefore, lower corona noise than smaller-diameter conductors. The corona effect would not be a design concern for underground portions of power lines, regardless of voltage level, because the energized conductors are fully enclosed in a semi-conducting layer within insulated cables that serve to equalize the electrical gradient at the surface of the components.

Induced Currents

Electric currents can be induced in metallic objects located within the electric fields created by power lines. An electric current can flow when an object has an induced charge and a path to ground is present. The amount of induced current that can flow is important to evaluate from a safety perspective because of the potential for electrical shocks to people and the possibility of electric arcs that could form across small gaps between conductive surfaces. These arcs can have the secondary effect of igniting flammable materials in the vicinity of the arc. In addition, induced currents are evaluated for their potential to lead to corrosion of metallic objects from the discharge of the induced current to ground.

From a safety perspective, the National Electrical Safety Code (NESC) specifies that transmission lines be designed to limit short circuit current from vehicles or large objects near the line to no more than 5 milliamperes (mA). The NESC also addresses shock hazards to the public by providing guidelines on minimum clearances to be maintained for practical safeguarding of persons during the installation, operation, or maintenance of overhead transmission lines and their associated equipment.

5.21.2 Environmental Impacts and Assessment

Concerns about project interference with existing businesses and future development in the area were raised during scoping. The CEQA Guidelines do not provide significance criteria for evaluating impacts from corona or induced current effects. Corona and induced current from high voltage power lines can cause environmental impacts through:

- Audible noise
- Radio and television interference
- Computer interference

- Disturbance of cardiac pacemakers
- Ignition of flammable materials
- Corrosion of buried metallic objects

The proposed project involves construction of a new 60 kV transmission line, replacement of existing distribution power lines and/or telecommunication lines for some segments of the new 60 kV transmission line, and minor modifications at 5 existing substations affected by the Project. The audible corona noise level caused by the 60 kV power line was not quantified. However, circuits operating at 60 kV typically cause noise at levels comparable to the ambient baseline noise levels, as noted in Section 5.12 (Noise). At this level, the impact of audible noise from the corona effect would be less than significant.

Although corona can generate high frequency energy that may interfere with broadcast signals or electronic equipment, this is generally not a problem for transmission or lower voltage power lines. The Institute of Electrical and Electronic Engineers (IEEE) has published a design guide (IEEE, 1971) that is used to limit conductor surface gradients so as to avoid corona levels that would cause electronic interference. Corona or gap discharges related to high frequency radio and television interference impacts are dependent upon several factors, including the strength of broadcast signals, and are anticipated to be very localized if they occur. Individual sources of adverse radio/television interference impacts can be located and corrected on the power lines. Conversely, magnetic field interference with electronic equipment such as computer monitors can be corrected through the use of software, shielding or changes at the monitor location. As a result, impacts from corona, radio/television interference, and magnetic field interference would be less than significant.

Induced currents and voltages on conducting objects near the proposed power lines would not pose a threat in the environment if the conducting objects are properly grounded. Project construction and operation would be done in accordance with SVP's existing inspection and maintenance program and safety practices. Likewise, induced currents would not increase the risk of fuel ignition in the area.

The electric fields associated with high voltage transmission lines may be of sufficient magnitude to impact operation of a few older model pacemakers resulting in them reverting to an asynchronous pacing (IEEE, 1979). Substantial adverse effects would not occur with prolonged asynchronous pacing; periods of operation in this mode are commonly induced by cardiologists to check pacemaker performance. Therefore, while the transmission line's electric field may impact operation of some older model pacemakers, the result of the interference would be of short duration and is not considered significant or harmful. No mitigation measures would be required or recommended.

5.22 Mandatory Findings of Significance

MANDATORY FINDINGS OF SIGNIFICANCE				
	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
a. Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Does the project have impacts that are individually limited, but cumulatively considerable? (<i>Cumulatively considerable</i> means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Does the project have environmental effects that would cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Significance criteria established by CEQA Guidelines, Appendix G.

- a. Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?**

LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED. The proposed project would be located in the north-east area of the City of Santa Clara in an area zoned for light industrial and heavy industrial uses. This area has sparse vegetation, mainly some landscaped areas and some highly disturbed non-native grassland strips where the proposed project route follows roadways. As described in Section 5.4, Biological Resources, there are no special-status plants or animals in the project area due to the lack of habitat in such a highly urbanized industrial environment. The project is not expected to result in impacts to habitats that support sensitive species. However, some special-status birds may use the Project site for foraging, although the habitat is marginal and the potential for occurrence of these species is very low. In addition, many trees, including trees that qualify as “protected trees” under the City of Santa Clara General Plan, along the new transmission line corridors will need to be pruned to create minimum clearance distances around new poles and transmission lines or cut to permit pole installation. Implementation of Mitigation Measures BIO-1 through BIO-5 would reduce these potential impacts to less than significant levels.

Similarly, Section 5.5 (Cultural Resources) and Section 5.17 (Tribal Cultural Resources) show that the project would have a less than significant impact to important examples of the major periods of California history or prehistory. The records search indicates that no prehistoric cultural resources have been previously identified in the project area. However, as described in Section 5.5 (Cultural Resources) and Section 5.17 (Tribal Cultural Resources), the proposed project could have an adverse effect on previously undiscovered cultural or tribal cultural resources. With implementation of Mitigation Measures CR-1, CR-2, CR-3 and TCR-1, impacts to unanticipated discoveries of archaeological, historical or paleontological resources or

human remains would be less than significant and the project would not eliminate important examples of major periods of California history or prehistory.

- b. Does the project have impacts that are individually limited, but cumulatively considerable?**
("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, effects of other current projects, and the effects of probable future projects.)

LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED. CEQA defines a cumulative impact as an effect that is created as a result of the combination of the proposed project together with other projects (past, present, or future) causing related impacts. Cumulative impacts of a project need to be evaluated when the project's incremental effect is cumulatively considerable and, therefore, potentially significant.

A list of cumulative projects used for this analysis is provided in Table 5.22-1, Planned and Current Projects in the Vicinity of the Proposed Project. The list includes projects in the project area in the City of Santa Clara. The projects were reviewed to identify whether the proposed project could contribute to cumulatively significant impacts when evaluated in combination with other projects. The projects listed are located a mile or less from the proposed project route and are either approved, under construction, or under review by the City of Santa Clara or another lead agency, as posted to the California Governor's Office of Planning and Research (CEQAnet, 2019). Current and/or probable projects near staging yards for the proposed project were not analyzed for cumulative effects due to the minimal impacts from the loading and unloading activities that would occur should these sites be used by SVP and the unlikely event that these sites are used at all.

Table 5.22-1. Planned and Current Projects in the Vicinity of the Proposed Project

Project Name	Address	Proximity to Transmission Line Route (approx.)	Type of Development	Description	Size (approx.)	Status*	Occupancy Date
1525 Alviso St. Residential Project	1525 Alviso St.	0.5 miles	Residential	40-unit 3-story townhouse-style development	2.09 acres	A	2018-2019
1890 El Camino Real Residential Project	1890 El Camino Real	0.9 miles	Residential	58 condominium units	1.51 acres	A	2018-2019
967 Warburton Avenue Residential Project	967 Warburton Avenue	0.4 miles	Residential	4 detached two-story residences	0.48 acres	U	2018
Camino Main Place	1480 Main St.	0.7 miles	Mixed use	Medical office building	0.34 acres	U	May 2017
Lawson Lane Office Campus (Sobrato)	2215 and 2225 Lawson Lane	0.6 miles	Nonresidential	5-story office buildings, 2-story commons buildings, and 4-level parking garages	16.4 acres	U	Phase 1: 2013 Phase 2: Unknown
NVIDIA	2600, 2800 San Tomas Expressway 2400 Condensa St.	0.7 miles	Nonresidential	Office campus development project	35.6 acres	U	Unknown
SV1 Data Center	1150 Walsh Ave	< 0.1 miles	Industrial	Data Center with backup capacity, up to 27 MW	3.32 acres	A	Unknown

Table 5.22-1. Planned and Current Projects in the Vicinity of the Proposed Project

Project Name	Address	Proximity to Transmission Line Route (approx.)	Type of Development	Description	Size (approx.)	Status*	Occupancy Date
McLaren Backup Generating Facility (Vantage)	651, 725, and 825 Mathew Street	< 0.1 miles	Industrial	Data center with backup capacity, up to 99 MW	8.97 acres	Small Power Plant Exemption granted by CEC	Unknown
Laurelwood Data Center	2201 Laurelwood Rd	1.0 miles	Industrial	Data center with backup capacity, up to 99 MW	12 acres	CEC published Initial Study	Unknown
Walsh Data Center	651 Walsh Ave	0.2 miles	Industrial	Data center with backup capacity, up to 80 MW	7.87 acres	Application filed with CEC	Unknown
Sequoia Data Center	2600 De La Cruz Boulevard	< 0.1 miles	Industrial	Data center with backup capacity, up to 96.5 MW	15 acres	Application filed with CEC	Unknown

Source: City of Santa Clara, 2018; CEQAnet, 2019.

* Status: A = The project is approved; U = The project is under construction. No projects were identified as pending in the formal application review process.

As discussed in preceding Sections 5.1 through 5.19, any potential impacts of the proposed project would occur during construction, with few, if any, operational effects. Because the construction-related impacts of the Project would be temporary and localized, they would have the potential to combine with similar impacts of other projects only if they occur at the same time and in close proximity to the proposed project site. The construction of some of the projects listed in Table 5.22-1 are likely to overlap with that of the new 60 kV transmission line at some point during its construction. The cumulative temporary and localized impacts of the construction of the proposed project are considered by issue area below. There would be no long-term impacts from the proposed project that would have the potential to combine with impacts from the projects listed in Table 5.22-1, Planned and Current Projects in the Vicinity of the Proposed Project.

Aesthetics. As described in Section 5.1, the viewshed of the proposed project is an urban setting and electric distribution and infrastructure are prominent elements of the existing landscape. The setting has a history of development and continued urbanization is the likely trend for the foreseeable future with little change in its overall visual character. The impacts from the construction of the transmission line would be minimal because the work would be temporary in nature. Construction and operation of the transmission line would not require lighting. Other projects in the region are contributing to increased development and urbanization in the City of Santa Clara, including potentially increased lighting; however, the proposed project would not contribute any visual change associated with such land use changes in this area. While the incremental change in visual conditions associated with the proposed project would contribute to a cumulative change in visual conditions, the proposed project represents only a relatively minor incremental change in cumulative conditions given the existing industrial and urban nature of the location. Therefore, the Project's visual effects are less than significant and are not considerable enough to represent a significant cumulative impact.

Agriculture and Forestry Resources. There is no agricultural activity at the site and it is not zoned for agricultural uses by the City of Santa Clara, nor is there agricultural activity in the vicinity of the site. The proposed project site is not in an area designated as "good" or "fair" for farming and is zoned for light

industrial and heavy industrial uses. Neither the proposed project nor any of the cumulative projects would convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance to non-agricultural use. The Project would not contribute to cumulative impacts to agriculture and forestry resources.

Air Quality. Air emissions would result from construction of the new 60 kV transmission line. Emissions during the construction phase would include criteria air pollutants that could contribute to existing or projected violations of the ambient air quality standards for ozone and PM₁₀. Other pollutants resulting from construction activities are accounted for in emissions inventories for regional air quality maintenance plans and would not impede attainment or maintenance of ozone or carbon monoxide (CO) standards. Foundation excavation and other construction-related activities could potentially expose sensitive receptors to construction-related emissions, including emissions of fugitive dust, DPM, and other toxic air contaminants, which would expose the receptors to increased health risk and hazards. These would occur only during construction and would be less than significant with implementation of Mitigation Measure AQ-1 (Implement Basic Construction Air Quality Mitigation). Any potential adverse cumulative air quality impacts would be short-term (lasting for the duration of construction) and would not be cumulatively considerable; therefore, the cumulative impact would be less than significant. The operation and maintenance emissions (e.g., limited vehicle use) would be less than the emissions during construction activities and also less than the significance thresholds.

Concurrent construction of other projects in close proximity to the proposed project would result in increased local air quality impacts for the duration of simultaneous construction activities. However, simultaneous construction projects would also need to comply with BAAQMD rules and regulations regarding criteria pollutants. Any potential adverse cumulative air quality impacts would be short-term (lasting for the duration of construction) and would not be cumulatively considerable; therefore, the cumulative impact would be less than significant.

Biological Resources. The proposed project and the cumulative projects are located within an urbanized area and adjacent to busy roadways. Due to the highly disturbed landscape, no habitat for special-status plant or wildlife species remains on the proposed project site. Therefore, construction and operation and maintenance of the proposed project would have no impacts to special-status plants or their habitat. The disturbed habitat conditions in the northeast area of the City of Santa Clara have limited wildlife habitat value. Some special-status birds may use the project site for foraging, but the habitat is marginal and the potential for occurrence of these species is very low. As required by the City, specified trees that are proposed to be removed as part of the project would be replaced. The project would not represent a significant contribution to cumulative impacts. Impacts to biological resources during operation and maintenance would be the same as those during current operation and maintenance practices; therefore, no contribution to cumulative impacts would occur.

Cultural Resources. There are no known historical or unique archaeological resources identified within the proposed project area; however, previously unknown buried historical resources or human remains could be discovered and damaged, or destroyed, during ground disturbing work. Short-term construction activities and operation and maintenance activities would not significantly affect any unknown cultural or paleontological resources or human remains with the implementation of Mitigation Measures CR-1 (Worker Training and Management of Unanticipated Discoveries of Historical Resources, Unique Archaeological Resources), CR-2 (Worker Training and Management of Unanticipated Discoveries of Paleontological Resources) and CR-3 (Treatment of Human Remains), as discussed in Section 5.5, Cultural Resources. No cultural resources would be affected during project construction or during operation of the project, and no contribution to cumulative impacts would occur.

Geology and Soils. As discussed in Section 5.6, the proposed project would be located in an area mapped as likely to experience strong ground shaking, including ground shaking that could result in liquefaction-related phenomena and erosion. Projects included in Table 5.22-1, Planned and Current Projects in the Vicinity of the Proposed Project, would also be located in areas mapped as likely to experience strong ground shaking potentially combining to expose people or structures to potential significant cumulative impacts. With implementation of Mitigation Measure G-1 (Conduct Geotechnical Investigations for Liquefaction), which would ensure that project design would reduce the potential for liquefaction to affect the new poles, the Project would not increase potential risks associated with seismic events or other geologic hazards. Short-term construction impacts to soils, including unstable soils, have the potential to occur; however, final geotechnical recommendations would reduce the impacts to a less than significant level and the proposed project impacts are not considerable enough to represent a significant cumulative impact. Adherence to similar design and engineering standards, which are applicable to all of the projects listed in Table 5.22-1, ensure that their cumulative impacts to geology and soils would also be less than significant.

Greenhouse Gas Emissions. Greenhouse gas (GHG) emissions would result from the burning of fuel required to operate construction equipment and vehicle use during construction activities. Primary GHG emissions during construction are associated with CO₂ from the combustion of gasoline and diesel fuel in equipment and vehicles. CH₄ and N₂O are also emitted from fuel combustion but at rates of less than 1 percent of the mass of CO₂ combustion emissions. Construction-related emissions would be distributed over 6 months. These estimated levels would not exceed the threshold level of 25,000 metric tons per year for annual mandatory reporting of GHGs. Any potential adverse GHG impacts would be short-term and not cumulatively considerable; therefore, GHG emissions during construction would have a less than significant cumulative impact.

GHG emissions from operation and maintenance would be minimal, as the power lines would require only infrequent maintenance. The small amount of emissions created during construction and operation and maintenance would result in a relatively minor incremental change in cumulative conditions and would not significantly contribute to cumulative impacts.

Hazards and Hazardous Materials. The use of hazardous materials for the project would be minimal during construction and operation. Hazardous materials would be stored and used in compliance with applicable regulations. The project would not result in an increase in usage of hazardous materials. Impacts from routine use, transportation, disposal, and accidental spillage of hazardous materials would be reduced to a less than significant level with implementation of MM HM-1 (Hazardous Substance Control and Emergency Response) discussed in Section 5.8, Hazards and Hazardous Materials; no contribution to cumulative impacts would occur.

Hydrology and Water Quality. The project would not change existing drainage patterns at the site, which is largely developed and adjacent to existing sidewalks and roadways. The proposed project would require minimal water for dust control and foundation slurry during construction. Dewatering during foundation excavation is possible, but not anticipated. In the event that dewatering is necessary, the water would be pumped out and treated and encountered groundwater would be tested to meet requirements set by the Regional Water Quality Control Board (RWQCB). Implementation of MM HYD-1 (SWPPP or Erosion Control Plan Development and Implementation) and MM HM-1 (Hazardous Substance Control and Emergency Response) would ensure that erosion, sedimentation, or an accidentally spill would not significantly affect water quality. With implementation of this mitigation, the Project's hydrology and water quality impacts are less than significant and are not considerable enough to represent a significant cumulative impact.

Land Use. The proposed project is consistent with local zoning. Currently, the site is located on disturbed land, which consists of nonnative vegetation and soils characterized by physical disturbance. The current zoning of the proposed project area and adjacent areas include light industrial and heavy industrial. In addition, the proposed project, as well as the projects listed in Table 5.22-1, Planned and Current Projects in the Vicinity of the Proposed Project, are required to minimize any impacts to state and federally listed species and/or habitats through compliance with CEQA, the federal ESA, the CESA, and/or applicable local habitat conservation plans. The project would, therefore, not conflict with applicable land use policies and regulations and would not contribute to cumulative impacts to land use.

Mineral Resources. No commercial mineral resources are known to exist within the proposed project area nor within the vicinity of the site. Therefore, the proposed project would not result in the loss of availability of a known mineral resource. The project would not contribute to potential cumulative impacts that may result in the loss of mineral resources.

Noise. The proposed project is not expected to contribute to a long-term cumulative impact on ambient noise levels in the proposed project area, which is primarily industrial and is nearby to the City of San Jose International Airport. Noise from construction activities would be audible to nearby businesses and possibly some residences near the intersection of Mathew and Lafayette Streets, but most construction would be limited to daytime hours and would be short-term. Impacts from noise to nearby sensitive receptors (e.g., residences) would be less than significant through compliance with applicable noise codes. It is assumed that the projects listed in Table 5.22-1, Planned and Current Projects in the Vicinity of the Proposed Project, would also be constructed during daytime construction timeframes. There would be a limited potential for the projects listed in Table 5.22-1 to have overlapping construction schedules for an extended duration that could result in substantial levels of combined construction noise. These projects are therefore not likely to combine with noise generated from the construction of the proposed project to create significant adverse effects since noise reduces rapidly with distance.

Population and Housing. The proposed project would not result in impacts to population and housing. During its construction, the Project would provide short-term jobs for a small workforce. Construction workers would be existing local SVP staff or contracted workers from the region. These jobs are not anticipated to result in workers relocating to the area. The Project would not displace any existing housing or people. The proposed project, combined with those from the projects listed in Table 5.22-1, Planned and Current Projects in the Vicinity of the Proposed Project, will have the potential to increase the population in the area due to increased job or housing opportunities. The proposed project itself can facilitate future planned growth by ensuring a reliable transmission system to the area. While the development of these properties may induce some population growth, this has already been accounted for through the General Plan for the City of Santa Clara. The new 60 kV transmission line is proposed to increase system reliability and to serve planned growth in the area. The Project's population and housing impacts would be less than significant and are not considerable enough to represent a significant cumulative impact.

Public Services. The proposed project would not require the cessation or interruption of fire or police protection services, schools, access to public parks, or other public facilities; nor would it require the construction of new public service facilities. The completion of the projects listed in Table 5.22-1, (Planned and Current Projects in the Vicinity of the Proposed Project, in particular the proposed the residential developments, may have the potential to also increase the demand for public services and public facilities, including schools, parks, and fire and police protection. However, impacts from the proposed project on public services would be incremental and would not contribute to a cumulatively significant impact.

Recreation. Although some workers may use nearby park facilities during project construction, increased use would be minimal and temporary and would not contribute substantially to the physical deterioration

of existing facilities. The projects from Table 5.22-1, Planned and Current Projects in the Vicinity of the Proposed Project, also have the potential to add users to park facilities, but the increased use would also be minimal and, in most cases, temporary. The project would have less than significant effects on recreation and would not contribute to cumulative effects associated with other projects.

Transportation and Traffic. Construction of the proposed project would have the potential for temporary impacts to traffic volumes, level-of-service standards, road hazards, and emergency access. Use of local roads for transport of construction equipment and construction personnel would increase traffic slightly but would be temporary and short-term and would not exceed existing capacities. The installation of the new 60 kV transmission line would require temporary lane closures. Impacts due to traffic and temporary lane closures as a result of the construction of the proposed project would be reduced to a less than significant level with implementation of Mitigation Measure T-1 (Construction Traffic Control Plan) discussed in Section 5.16, Transportation and Traffic. Impacts from the proposed project, combined with construction of the projects listed in Table 5.22-1, Planned and Current Projects in the Vicinity of the Proposed Project, would have the potential to cumulatively impact transportation and traffic in the surrounding area; however, the construction schedules of the projects listed in Table 5.22-1 and that of the proposed project would be variable. The potential for the planned and current projects in the proposed project's vicinity to require lane closures simultaneously would be limited in duration and location. Adherence to the Mitigation Measure T-1 will ensure that the proposed project's cumulative impacts to traffic and transportation would be incremental, short-term, and less than significant.

Tribal Cultural Resources. There are no known Tribal Cultural Resources (TCRs) listed in, or are known to be eligible for listing in, the California Register of Historical Resources (CRHR) or local register of historical resources within the proposed project or the 0.25-mile surrounding area. In addition, Native American tribes did not request to be notified of projects pursuant to AB 52, and thus did not participate in government-to-government consultation to identify TCRs present. However, it is possible that previously unidentified TCRs that may be eligible for inclusion in the CRHR or local registers could be discovered and damaged, or destroyed, during ground disturbance, which would constitute a significant impact absent mitigation. Implementation of Mitigation Measure TCR-1 (Management of Unanticipated Tribal Cultural Resources), discussed in Section 5.17 (Tribal Cultural Resources), would ensure evaluation and protection of unanticipated TCR discoveries. Adherence to MM TCR-1 would ensure that no tribal cultural resources would be affected during project construction or during operation of the project, and no contribution to cumulative impacts would occur.

Utilities and Service Systems. The construction of the proposed project would temporarily require a minimal water supply and would potentially generate wastewater that would be appropriately treated. Construction would require the disposal of a less than significant amount of all types of waste. No expanded facilities or services would be needed for the project, and use and disposal of all water and waste products would comply with all applicable laws and regulations. Operation and maintenance of the new 60 kV transmission line would not require any water consumption. Therefore, a less than significant contribution to cumulative impacts to utilities and service systems would occur.

Corona and Induced Current Effects. No other planned or current project in the vicinity of the proposed project, besides the proposed project, will result in corona or induced current effects due to the nature of the purpose and design of those projects. The proposed project will not contribute to a cumulative impact to corona and induced current effects.

c. Does the project have environmental effects, which would cause substantial adverse effects on human beings, either directly or indirectly?

LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED. The proposed project would not substantially adversely affect human beings directly or indirectly. The Initial Study identified no environmental effects that would cause substantial adverse effects on human beings. Adverse effects would be mitigated by implementation of mitigation measures and, in most instances, would be related to short-term construction impacts. Each type of impact with the potential to cause substantial adverse effects on human beings has been evaluated, and this Initial Study concludes that all of these potential impacts are either less than significant or can be mitigated to a less than significant level with the implementation of measures presented herein (see also Section 6, Mitigation Monitoring Plan, for a complete listing of the mitigation measures). Therefore, the proposed project does not involve any activities, either during construction or operation, which would cause significant adverse effects on human beings that cannot be readily mitigated to a less than significant level. The proposed operation and maintenance activities would be the same as current operation and maintenance practices of similar lines in the area which have minimal impacts on human beings. The potential beneficial effects of the project include improving the reliability and capacity of the existing transmission system in the City of Santa Clara.

6. Mitigation Monitoring and Reporting Program

SVP proposes to construct and operate the South Loop Reconfigure Project (“proposed project”). An Initial Study was prepared to assess the proposed project’s potential environmental effects. The Initial Study was prepared based on information from SVP, project site visits, scoping comments, and supplemental research. The majority of the proposed project’s impacts would occur during project construction.

This Mitigation Monitoring and Reporting Program (MMRP) will be used by the City of Santa Clara and SVP to ensure that each mitigation measure, adopted as a condition of project approval, is implemented. The MMRP is consistent with CEQA Guidelines (Sections 15074(d), 15091(d), and 15097) for the implementation of mitigation.

SVP will be responsible for monitoring the implementation of the mitigation measures presented in Table 6-1). SVP will designate specific personnel to implement and document all aspects of the MMRP. SVP will ensure that the designated personnel have authority to enforce mitigation requirements and will be capable of terminating project construction activities found to be inconsistent with mitigation objectives. Additionally, SVP will be responsible for ensuring that construction personnel understand their responsibilities for adhering to the MMRP and other contractual requirements related to the implementation of mitigation.

Table 6-1. Mitigation Monitoring Plan

Impact Category	Mitigation Measure	Monitoring Requirement	Timing of Action
Air Quality			
Construction-Phase Air Quality	<p>AQ-1: Implement Basic Construction Air Quality Mitigation. The project shall ensure that basic construction emissions control measures are implemented as “Best Management Practices,” as follows:</p> <ul style="list-style-type: none"> ▪ All exposed soil surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day. ▪ All haul trucks transporting soil, sand, or other loose material off-site shall be covered. ▪ All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited. ▪ All vehicle speeds on unpaved roads shall be limited to 15 mph. ▪ All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used. ▪ Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points. ▪ All construction equipment shall be maintained and properly tuned in accordance with manufacturer’s specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation. ▪ Post a publicly visible sign with the telephone number and person to contact at SVP regarding dust complaints. This person shall respond and take corrective action within 48 hours. The BAAQMD’s phone number shall also be visible to ensure compliance with applicable regulations. 	Emissions from construction equipment exhaust are reduced	During construction
Biological Resources			
Nesting Birds	<p>MM BIO-1: Biological Monitoring. A qualified biologist will be assigned to the project and will monitor the project periodically. The qualified biologist will be the point of contact for any employee or contractor who might inadvertently kill or injure a special-status species or anyone who finds a dead, injured, or entrapped individual. The qualified biologist or biological monitor shall have the authority and responsibility to halt any project activities that are not in compliance with applicable mitigation measures, APMs, permit conditions, or other project requirements, or will have an unauthorized adverse effect on biological resources.</p>	Monitor implementation of specified biological monitor activities	Prior to and during construction

Table 6-1. Mitigation Monitoring Plan

Impact Category	Mitigation Measure	Monitoring Requirement	Timing of Action
Nesting Birds	MM BIO-2: Worker Environmental Awareness Training. Prior to construction, a construction employee education program will be conducted in reference to all sensitive environmental resources potentially onsite (e.g., air quality, biological resources, cultural resources, hydrology and water quality, hazardous materials) and the measures associated with their protection (i.e., MMs and applicable laws and regulations).	Review and attend construction employee education program and monitor training implementation	Prior to construction
Nesting Birds	MM BIO-3: Preconstruction Nesting Bird Surveys. Preconstruction nesting bird surveys shall be conducted by a qualified biologist in the project area no more than 7 days before any work activities are performed during the nesting season (February 1 to August 31). Preconstruction nesting bird surveys are also required prior to any vegetation removals or trimming during the nesting season. Surveyors will search for all potential nest types (e.g. ground, cavity, shrub/tree, structural, etc.) and determine whether the nest is active. A nest will be determined to be active if eggs or young are present in the nest. Upon discovery of active nests, appropriate impact minimization measures (e.g., buffers or shielding) will be determined and approved by the biologist. Silicon Valley Power's biological monitor will determine the use of a buffer or shield and work may proceed based upon: acclimation of the species or individual to disturbance, nest type (cavity, tree, ground, etc.), and level and duration of construction activity. In the unlikely event a special-status or listed species is found nesting nearby in this urban environment, CDFW and USFWS will be notified and the City of Santa Clara will be provided with nest survey results, if requested. When active nests are identified, monitoring for significant disturbance to the birds will be implemented.	Ensure preconstruction bird nesting surveys are conducted and monitor for significant disturbance to birds if nests are identified	No more than 7 days before planned construction work
Tree Protection and Preservation	MM BIO-4: Tree Protection Plan. A Tree Protection Plan will be developed by the project arborist and the plan shall be implemented prior to the commencement of any construction activities. The Tree Protection Plan may include, but is not limited to, designation of tree protection zones within which specific construction activities are prohibited; tree protection fencing; special requirements where grading, or vehicle traffic is necessary within a tree protection zone; and/or construction monitoring.	Ensure a Tree Protection Plan is developed and implemented	Prior to construction
Tree Protection and Preservation	MM BIO-5: Tree Replacement Plan. A Tree Replacement Plan will be developed by the project arborist and submitted to the City Arborist and the Director of Community Development for review and approval. Silicon Valley Power will implement one or more of the following measures: ▪ Trees will be replaced as defined by General Plan Policy 5.3.1-P10 and 5.10.1-P4 and to the satisfaction of the City Arborist.	Ensure a Tree Replacement Plan is developed and submitted to the City Arborist and the	Prior to construction

Table 6-1. Mitigation Monitoring Plan

Impact Category	Mitigation Measure	Monitoring Requirement	Timing of Action
	<ul style="list-style-type: none"> An alternative site(s), preferably within a two-mile radius of the project site, will be identified for additional tree planting. Alternative sites may include local parks, schools, and/or street frontages. SVP will pay in-lieu fee per required tree replacement to the City of Santa Clara for in-lieu off-site tree planting in the community. The fee amount will be determined by the City's adopted fee schedule at the time of receiving approval for tree removals. These funds shall be used for tree planting at the required ratio and maintenance of planted trees. A donation receipt for off-site tree planting will be provided to the Director of Community Development prior to issuance of permits. 	Director of Community Development	
Cultural Resources			
Unanticipated Discoveries of Historical Resources or Unique Archaeological Resources	<p>MM CR 1: Worker Training and Management of Unanticipated Discoveries of Historical Resources, Unique Archaeological Resources. SVP shall conduct a worker environmental awareness program (WEAP) for project personnel who might encounter or alter historical resources or important/unique archaeological properties, including construction supervisors and field personnel. The WEAP may include a kickoff tailgate session that describes how to identify cultural resources and what to do if an unanticipated discovery is made during construction, presents site avoidance requirements and procedures to be followed if unanticipated cultural resources are discovered during project construction, and includes a discussion of disciplinary and other actions that could be taken against persons violating historic preservation laws and SVP policies.</p> <p>If previously unidentified cultural resources are identified during construction activities, construction work within 100 feet of the find shall be halted and directed away from the discovery until a Secretary of the Interior qualified archaeologist assesses the significance of the resource. The archaeologist, in consultation with the City of Santa Clara, State Historic Preservation Officer, any interested Tribes, and any other responsible public agency, shall make the necessary plans for treatment of the find(s) and for the evaluation and mitigation of impacts if the finds are found to be eligible to the National or California Registers, qualify as a unique archaeological resource under California Environmental Quality Act Section 21083.2, or are determined to be tribal cultural resource as defined in Section 21074.</p>	Review and attend worker environmental awareness program; Monitor implementation of unanticipated discovery protocols	Prior to construction and during construction

Table 6-1. Mitigation Monitoring Plan

Impact Category	Mitigation Measure	Monitoring Requirement	Timing of Action
Unanticipated Discoveries of Human Remains	<p>MM CR-2: Treatment of Human Remains. All human remains discovered are to be treated with respect and dignity. Upon discovery of human remains, all work within 50 feet of the discovery area must cease immediately, nothing is to be disturbed, and the area must be secured. The Santa Clara County Coroner’s Office must be called. The Coroner has two working days to examine the remains after notification. The appropriate land manager/owner of the site is to be called and informed of the discovery. If the remains are located on federal lands, federal land managers, federal law enforcement, and the federal archaeologist must be informed as well, due to complementary jurisdiction issues. It is very important that the suspected remains, and the area around them, are undisturbed and the proper authorities called to the scene as soon as possible, as it could be a crime scene. The Coroner will determine if the remains are archaeological/historic or of modern origin and if there are any criminal or jurisdictional questions.</p> <p>After the Coroner has determined the remains are archaeological/historic-era, the Coroner will make recommendations concerning the treatment and disposition of the remains to the person responsible for the excavation, or to his or her authorized representative. If the Coroner believes the remains to be those of a Native American, he/she shall contact the Native American Heritage Commission (NAHC) by telephone within 24 hours.</p> <p>The NAHC will immediately notify the person it believes to be the most likely descendant (MLD) of the remains. The MLD has 48 hours to make recommendations to the land owner for treatment or disposition of the human remains. If the descendant does not make recommendations within 48 hours, the land owner shall reinter the remains in an area of the property secure from further disturbance. If the land owner does not accept the descendant’s recommendations, the owner or the descendant may request mediation by NAHC.</p> <p>According to the California Health and Safety Code, six (6) or more human burials at one (1) location constitute a cemetery (Section 8100), and willful disturbance of human remains is a felony (Section 7052).</p>	Monitor implementation of human remain discovery protocols	During construction

Table 6-1. Mitigation Monitoring Plan

Impact Category	Mitigation Measure	Monitoring Requirement	Timing of Action
Geology and Soils			
Seismically-Induced Liquefaction	<p>MM G-1: Conduct Geotechnical Investigations for Liquefaction. Because seismically induced liquefaction-related ground failure has the potential to damage or destroy project components, the design-level geotechnical investigations to be performed by SVP shall consider investigations designed to assess the potential for liquefaction to affect the new project poles in the City of Santa Clara where there is high potential for liquefaction-related impacts. Where these hazards are found to exist, appropriate engineering design and construction measures shall be incorporated into the project designs as deemed appropriate by the project engineer. Design measures that would mitigate liquefaction-related impacts could include bigger foundations, installation of flexible bus connections, and/or incorporation of slack in cables to allow ground deformations without damage to structures.</p>	Ensure a design-level geotechnical investigation is performed	At least 60 days before final Project design
Unanticipated Discoveries of Paleontological Resources	<p>MM G-2: Worker Training and Management of Unanticipated Discoveries of Paleontological Resources. In the event that unanticipated paleontological resources or unique geologic resources are encountered during ground-disturbing or other construction activities, a paleontologist must be retained who meets the professional paleontologist qualifications (Society of Vertebrate Paleontology's Standard Procedures, 2010) and has demonstrated experience in carrying paleontological projects to completion. This qualified paleontologist must develop and implement a Paleontological Resources Management Plan (PRMP) for the project area that meets the standards set forth by the Society of Vertebrate Paleontology (2010). This shall include:</p> <ul style="list-style-type: none"> ▪ A Worker Environmental Awareness Program (WEAP) wherein all construction personnel are trained on the processes to be followed upon encountering any fossils. ▪ A monitoring plan for ground disturbing activities that provides the monitor(s) with the authority to temporarily halt or divert equipment. Monitors shall be onsite for any disturbance of sediments with high or unknown paleontological sensitivity. Monitors must have demonstrated sufficient paleontological training and field experience to have acceptable knowledge and experience of fossil identification, salvage and collection methods, paleontological techniques, and stratigraphy. ▪ A recovery plan for significant fossils that provides for the treatment of specimens to the point of identification and permanent preservation, including washing of sediments to recover small invertebrates and vertebrates. ▪ A specimen identification, analysis, and curation plan that includes identification to the lowest taxonomic level possible; taxonomic, taphonomic, and biostratigraphic analysis; and curation to the standards of the repository where they will be curated. 	Review Paleontological Resource Monitoring Program; Monitor implementation of Program	Prior to construction and during construction

Table 6-1. Mitigation Monitoring Plan

Impact Category	Mitigation Measure	Monitoring Requirement	Timing of Action
Hazards and Hazardous Materials			
Hazardous Substances Control	<p>MM HM-1: Hazardous Substance Control and Emergency Response. SVP shall implement its hazardous substance control and emergency response procedures as needed. The procedures identify methods and techniques to minimize the exposure of the public and site workers to potentially hazardous materials during all phases of project construction through operation. They address worker training appropriate to the site worker's role in hazardous substance control and emergency response. The procedures also require implementing appropriate control methods and approved containment and spill-control practices for construction and materials stored on site. If it is necessary to store chemicals on site, they shall be managed in accordance with all applicable regulations. Material safety data sheets shall be maintained and kept available on site, as applicable.</p> <p>Project construction will involve soil surface blading/leveling, excavation of up to several feet, and augering to a maximum depth of 30 feet in some areas. No known soil contamination was identified within the project area. In the event that soils suspected of being contaminated (on the basis of visual, olfactory, or other evidence) are removed during site grading activities or excavation activities, the excavated soil shall be tested, and if contaminated above hazardous waste levels, shall be contained and disposed of at a licensed waste facility. The presence of known or suspected contaminated soil shall require testing and investigation procedures to be supervised by a qualified person, as appropriate, to meet state and federal regulations.</p> <p>All hazardous materials and hazardous wastes shall be handled, stored, and disposed of in accordance with all applicable regulations, by personnel qualified to handle hazardous materials. The hazardous substance control and emergency response procedures include, but are not limited to, the following:</p> <ul style="list-style-type: none"> ▪ Proper disposal of potentially contaminated soils. ▪ Establishing site-specific buffers for construction vehicles and equipment located near sensitive resources. ▪ Emergency response and reporting procedures to address hazardous material spills. ▪ Stopping work at that location and contacting the City Fire Department Hazardous Materials Division immediately if visual contamination or chemical odors are detected. Work will be resumed at this location after any necessary consultation and approval by the Hazardous Materials Division. <p>SVP shall complete its Emergency Action Plan Form as part of project tailboard meetings. The purpose of the form is to gather emergency contact numbers, first aid location, work site location, and tailboard information.</p>	Collect and analyze soil samples and, if contamination is discovered, ensure that construction activities are conducted according to SVP's hazardous substance control and emergency response procedures	Prior to construction and during construction

Table 6-1. Mitigation Monitoring Plan

Impact Category	Mitigation Measure	Monitoring Requirement	Timing of Action
Hydrology and Water Quality			
Water Quality	<p>MM HYD-1: SWPPP or Erosion Control Plan Development and Implementation. Following project approval, SVP will prepare and implement a SWPPP, if required by State law, or erosion control plan to minimize construction impacts on surface water and groundwater quality. Implementation of the SWPPP or erosion control plan will help stabilize graded areas and reduce erosion and sedimentation. The plan will designate BMPs that will be adhered to during construction activities. Erosion and sediment control measures, such as straw wattles, covers, and silt fences, will be installed before the onset of winter rains or any anticipated storm events. Suitable stabilization measures will be used to protect exposed areas during construction activities, as necessary. During construction activities, measures will be in place to prevent contaminant discharge.</p> <p>The project SWPPP or erosion control plan will include erosion control and sediment transport BMPs to be used during construction. BMPs, where applicable, will be designed by using specific criteria from recognized BMP design guidance manuals. Erosion-minimizing efforts may include measures such as properly containing stockpiled soils.</p> <p>Erosion control measures identified will be installed in an area before construction begins during the wet season and before the onset of winter rains or any anticipated storm events. Temporary measures such as silt fences or wattles, intended to minimize sediment transport from temporarily disturbed areas, will remain in place until disturbed areas have stabilized. The plan will be updated during construction as required by the SWRCB.</p> <p>A worker education program shall be established for all field personnel prior to initiating fieldwork to provide training in the appropriate application and construction of erosion and sediment control measures contained in the SWPPP. This education program will also discuss appropriate hazardous materials management and spill response. Compliance with these requirements will be ensured by the on-site construction contractor.</p>	Ensure a SWPPP is prepared and implemented, or if a SWPPP is not required, ensure that an erosion control plan is developed and implemented to minimize construction impacts on surface water and groundwater quality	Prior to and during construction

Table 6-1. Mitigation Monitoring Plan

Impact Category	Mitigation Measure	Monitoring Requirement	Timing of Action
Traffic/Transportation			
Traffic Control	<p>MM T 1: Construction Traffic Control Plan. Prior to the start of construction, Silicon Valley Power (SVP) shall prepare and submit a Construction Traffic Control Plan for review and approval to the City of Santa Clara (City) Planning Department for public roads and transportation facilities that would be directly affected by the construction activities and/or would require permits and approvals. SVP shall submit the Construction Traffic Control Plan to the City prior to conducting activities covered in the traffic control permits. The Construction Traffic Control Plan shall include, but not be limited to:</p> <ul style="list-style-type: none"> ▪ The locations and use of flaggers, warning signs, lights, barricades, delineators, cones, arrow boards, etc., according to standard guidelines outlined in the Manual on Uniform Traffic Control Devices, the Standard Specifications for Public Works Construction, and/or the California Joint Utility Traffic Control Manual. ▪ Additional methods to reduce temporary traffic delays and trips during peak travel hours (8:00 10:00 a.m. and 4:00 6:00 p.m.) to the maximum extent feasible. ▪ Typical access routes between all staging areas and the proposed work areas. ▪ Defining methods to coordinate with the City throughout construction to minimize cumulative lane disruption impacts should simultaneous construction projects affect shared segments/portions of the circulation system. ▪ Prior to the start of construction, provide (or identify the timing to provide) the City with methods to comply with all specified requirements. ▪ Plans to coordinate in advance with emergency service providers to avoid restricting the movements of emergency vehicles. Police departments and fire departments shall be notified in advance by SVP of the proposed locations, nature, timing, and duration of any roadway disruptions, and shall be advised of any access restrictions that could impact their effectiveness. At locations where roads will be blocked, provisions shall be ready at all times to accommodate emergency vehicles, such as immediately stopping work for emergency vehicle passage, providing short detours, and developing alternate routes in conjunction with the public agencies. Documentation of the coordination with police and fire departments shall be gathered prior to the start of construction. ▪ Plans to coordinate in advance with property owners, if any, that may have limited access to properties due to temporary lane closures. Provisions for ensuring secondary access should be provided. 	Ensure that a Construction Traffic Control Plan is submitted by SVP and approved by the City of Santa Clara	Prior to construction

Table 6-1. Mitigation Monitoring Plan

Impact Category	Mitigation Measure	Monitoring Requirement	Timing of Action
Tribal Cultural Resources			
Unanticipated Tribal Cultural Resources	<p>Mitigation Measure TCR-1: Management of Unanticipated Tribal Cultural Resources.</p> <p>During Project-level construction, should subsurface tribal cultural resources be discovered, all activity in the vicinity of the find shall stop and a qualified archaeologist and an authorized tribal representative shall be contacted to assess the significance of the find according to CEQA Guidelines Section 15064.5 and Section 21074. If any find is determined to be significant, the archaeologist shall determine, in consultation with the implementing agency and any local Native American groups expressing interest, appropriate avoidance measures or other appropriate mitigation. Per CEQA Guidelines Section 15126.4(b)(3), preservation in place shall be the preferred means to avoid impacts to tribal cultural resources. Methods of avoidance may include, but shall not be limited to, Project reroute or redesign, Project cancellation, or identification of protection measures such as capping or fencing. Consistent with CEQA Guidelines Section 15126.4(b)(3)(C), if it is demonstrated that resources cannot be avoided, the qualified archaeologist shall develop additional treatment measures, such as data recovery or other appropriate measures, in consultation with the implementing agency and any local Native American representatives expressing interest in the tribal cultural resource.</p>	Confirm that all activity in the vicinity of a found subsurface tribal cultural resource is ceased and that an authorized tribal representative is contacted	During construction

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8. Comments and Responses to Comments

This section presents responses to the comments received during the public review period for the Mitigated Negative Declaration (May 8 to June 8, 2020). SVP received two public comments from the various State agencies, tribes, and the public that were notified of the intent to adopt the Mitigated Negative Declaration.

Table 8-1 lists the persons and agencies that submitted comments on the Proposed MND. The individual comments are numbered, and responses immediately follow the comments. If revisions were made to the MND and supporting Initial Study based on the comments, the revisions are provided with the response to the specific comment and are indicated in the text of this Final MND with ~~strikeout~~ for deletions of text and underline for new text.

Table 8-1. Comments Received on the Proposed Mitigated Negative Declaration

Commenter	Date of Comment	Comment Set
Santa Clara Valley Water District	6/5/20	A1
BiCMOS FoUndry & Averex Partners	6/8/20	B1

Comment Set A1 – Valley Water

Email: South Loop Reconfigure Project Environmental Team

From: Jourdan Alvarado <JAlvarado@valleywater.org>
Sent: Friday, June 5, 2020 1:22 PM
To: South Loop Reconfigure Project Environmental Team
Cc: Colleen Haggerty
Subject: SVP South Loop Reconfigure Project MND

Hi Jeevan,

The Santa Clara Valley Water District (Valley Water) has reviewed the Mitigated Negative Declaration (MND) for the proposed Silicon Valley Power (SVP) South Loop Reconfigure Project within the northeastern area of the City of Santa Clara, received by Valley Water on May 8, 2020.

Per our review, we have the following comments:

1. Section 5.7.1 Setting, Local Geology suggests that engineered levees have been constructed along all the City of Santa Clara's major creeks. Many of the creeks within Santa Clara have been modified over time; however, not all modified reaches have levees. Section 5.7.1 Setting, Local Geology on page 5-46 should be revised accordingly. A1-1
2. While Guadalupe River is the closest creek, the site drains to both the Guadalupe River in the greater Guadalupe River Watershed and San Tomas Aquino Creek in the greater West Valley Watershed. Therefore, Section 5.10.1 Setting, Surface Waters and Drainage on page 5-66 should refer to both Guadalupe River and San Tomas Aquino Creek as the closest drainages to the proposed project area. A1-2
3. In addition to Federal Emergency Management Agency (FEMA) Flood Hazard Zones AO and AH, portions of the proposed project are also located in Shaded Zone X, representing areas of 0.2% annual chance flood, areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile, and areas protected by levees from 1% annual chance flood. Section 5.10.1 Setting, Flood Hazard Areas on page 5-67 should note portions of the project area located outside of Zones AO and AH are located in Shaded Zone X. A1-3

If you have any questions, or need further information, you can reach me at (408) 630-2955, or by e-mail at JAlvarado@valleywater.org. Please reference Valley Water File No. 34152 on future correspondence regarding this project.

Thank you,
JOURDAN ALVARADO, CFM
ASSISTANT ENGINEER II (CIVIL)
Community Projects Review Unit
Tel. (408) 630-2955 / Cell. (408) 613-4655

Santa Clara Valley Water District is now known as:



Clean Water • Healthy Environment • Flood Protection
5750 Almaden Expressway, San Jose CA 95118
www.valleywater.org

Responses to Comment Set A1 – Santa Clara Valley Water District

- A1-1 The commenter stated that many of the creeks within the City of Santa Clara have been modified over time; however, not all modified reaches have levees. Therefore, as requested, Section 5.7.1 (Setting, Local Geology) in the Final IS/MND has been revised to state that “man-made engineered levees have been constructed over many but not all of the natural levee deposits for flood control.”
- A1-2 The commenter stated that while Guadalupe River is the closest creek, the site drains to both the Guadalupe River in the greater Guadalupe River Watershed and San Tomas Aquino Creek in the greater West Valley Watershed.
- In response, Section 5.10.1 (Setting, Surface Waters and Drainage) in the Final IS/MND has been revised to state that the project site drains to both Guadalupe River and San Tomas Aquino Creek.
- A1-3 The commenter stated that in addition to Federal Emergency Management Agency (FEMA) Flood Hazard Zones AO and AH, portions of the proposed project are also located in Shaded Zone X, representing areas of 0.2% annual chance flood, areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile, and areas protected by levees from 1% annual chance flood.
- As requested, Section 5.10.1 (Setting, Flood Hazard Areas) in the Final IS/MND has been revised to note portions of the project area that are located outside of Zones AO and AH are located in Shaded Zone X and to define the Shaded Zone X FEMA designation.

Comment Set B1 – BiCMOS Foundry & Averex Partners

Email: South Loop Reconfigure Project Environmental Team

From: Peter@bicmosfoundry.com
Sent: Monday, June 8, 2020 4:40 PM
To: 'Jeevan Valath'; South Loop Reconfigure Project Environmental Team
Cc: 'BiCMOS-Swamy'
Subject: June 8 Response to Jeevan & Aspen Environmental Group

To Jeevan Valath & Aspen Environmental Group,

We are still evaluating your South Loop Project as we remain concerned about adverse safety, health & environmental impacts - to us & to future occupants of our Properties. Employees have also raised health concerns citing cases of cancers & deaths to employees of other buildings, employees working within close proximity to high voltage transmission lines. We reserve our rights to understand impacts by this project.

Please include the photo/map layout you emailed to us on June 5, 2020 in the report (attached to this email) as a modifier to the map on 4-3 of your report and as a basis for discussion. Overall your section 4 is inconclusive. As example, we want to explore with SVP options for detailed changes to the map that we request that you include into your report – so we can quickly reach a conclusion. Looking forward to working out the details.

Regards,

Peter Liljegren
BiCMOS Foundry & Averex Partners
975 Comstock Street
Santa Clara, Ca 95054

Mobile: 650 346 3267

B1-1

B1-2

Responses to Comment Set B1 – BiCMOS Foundry & Averex Partners

B1-1 The commenter stated that he is concerned about adverse safety, health & environmental impacts to themselves, employees, and to future occupants of their properties due to close proximity to high voltage transmission lines.

Chapter 5 of the Draft IS/MND describes the environmental setting and discusses potential environmental impacts for 21 different issue areas, including Hazards and Hazardous Materials (Section 5.9) and Corona and Induced Current Effects (Section 5.21), which pertain to human safety and health. The CEQA Guidelines do not provide significance criteria for evaluating impacts from corona or induced current effects. However, SVP included an analysis of environmental impacts related to corona and induced current from high voltage power lines, because concerns about project interference with existing businesses and future development in the area were raised by the commenter during scoping. As described in Section 5.21.2, the Draft IS/MND concluded that potential impacts from audible noise, radio and television interference, computer interference, disturbance of cardiac pacemakers, ignition of flammable materials, and corrosion of buried metallic objects would be less than significant.

In addition to induced current impacts, SVP recognizes that there is a great deal of public interest and concern regarding potential health effects from exposure to electric and magnetic fields (“EMF”) from power lines. To address public concerns about EMF, Section 4.10.7 of the Draft IS/MND provides information regarding EMF associated with electric utility facilities related to public health and safety. As Section 4.10.7 of the Draft IS/MND explains, potential health effects from exposure to electric fields from power lines is typically not of concern since electric fields are effectively shielded by materials such as trees, walls, etc. Therefore, the information in Section 4.10.7 of the IS/MND related to EMF focuses primarily on exposure to magnetic fields from power lines. However, it does not consider magnetic fields in the context of CEQA or the determination of environmental impacts. This is because there is no agreement among scientists whether exposure to EMF creates a potential health risk and because there are no defined or adopted CEQA standards for defining health risk from EMF.

For more than 20 years, questions have been asked regarding the potential effects within the environment of EMFs from power lines. Early studies focused primarily on interactions with the electric fields from power lines. In the late 1970s, the subject of magnetic field interactions began to receive additional public attention and research levels increased. A substantial amount of research into the health impacts of electric and magnetic fields has been conducted over the past several decades; however, much of the body of national and international research regarding EMF and public health risks remains contradictory and inconclusive. The correlation between proximity to high voltage power lines and increased leukemia and other cancer rates has been found to be true in some scientific studies and is supported by anecdotal evidence, but has not been found to be true in other studies nor has it been proven in laboratory experiments.⁵ As a result, EMF information in the IS/MND is presented in response to public interest and concern.

⁵ Rob Smerling, Harvard Health Publications. *Power lines and your health*. 2008. <http://health.msn.com/health-topics/cancer/articlepage.aspx?cp-documentid=100202335&page=2>. May 2008.

Methods to Reduce Magnetic Fields. Magnetic fields can be reduced either by cancellation or by increasing distance from the source. Cancellation is achieved in two ways. A transmission line circuit consists of three “phases”: three separate wires (conductors) on a transmission tower. The configuration of these three conductors can reduce magnetic fields. First, when the configuration places the three conductors closer together, the interference, or cancellation, of the fields from each wire is enhanced. This technique has practical limitations because of the potential for short circuits if the wires are placed too close together. There are also worker safety issues to consider if spacing is reduced. Second, in instances where there are two circuits (more than three phase wires) cancellation can be accomplished by arranging phase wires from the different circuits near each other. In underground lines, the three phases are typically much closer together than in overhead lines because the cables are insulated (coated), but field cancellation still occurs.

The distance between the source of fields and the public can be increased by either placing the wires higher aboveground, burying underground cables deeper, or by increasing the width of the ROW. For transmission lines, these methods can prove effective in reducing fields because the reduction of the field strength drops rapidly with distance. As such, SVP has designed the proposed South Loop Project to hang the three-phase conductors on the street side of the transmission structures, where feasible, in order to increase the conductor distance from buildings along the ROW.

B1-2 The commenter requested that the Final IS/MND include the photo/map layout emailed by SVP to the commenter on June 5, 2020, as a modifier to the map on 4-3 of the Draft IS/MND. The commenter also stated that Section 4 is inconclusive.

It is unclear what details in Section 4 (Project Description) of the Draft IS/MND are inconclusive. The referenced map on page 4-3 of the Draft IS/MND (Figure 4-1) is an overview map depicting the entire project route on a single page. The map provided to the commenter by SVP shows detailed preliminary engineering of one specific location along the ROW, which is not the purpose of Figure 4-1. Rather Appendix A of the Draft IS/MND contains a mapbook based on preliminary engineering of the project route illustrating the ROW, transmission centerline, and pole locations/work areas (pending final design). The commenter’s property is depicted on Figure A-1, map 1 of 23, in Appendix A of the Draft IS/MND. As shown on this figure and emailed by SVP on June 5, 2020, the proposed Pole #33 would be approximately 47 feet from the property line. No figure revisions are necessary in the Final IS/MND.



Agenda Report

20-560

Agenda Date: 7/7/2020

REPORT TO COUNCIL

SUBJECT

Action on Final Map for Tract 10492 at 2961-2995 Corvin Drive [Council Pillar: Promote and Enhance Economic and Housing Development]

BACKGROUND

On April 24, 2018, City Council approved the Vesting Tentative Map for a project located in the Lawrence Station Area Plan at 2961-2995 Corvin Drive to allow for the construction of 38 townhome units on a 1.62-acre site (Agenda Item 7). A Final Map for Tract 10492 is required to be filed by the Owner as part of the project.

DISCUSSION

The Final Map for Tract 10492 divides the site into nine lots (seven private lots, one common area, and one private street lot). The Final Map has been reviewed by staff and meets the Vesting Tentative Map requirements. The Conditions, Covenants, and Restrictions (CC&R's) have been reviewed and approved by the Community Development Department and the City Attorney's Office.

ENVIRONMENTAL REVIEW

The Final Environmental Impact Report (EIR) for the Lawrence Station Area Plan, which includes the project, was approved by City Council on November 29, 2016.

FISCAL IMPACT

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

COORDINATION

This report has been coordinated with the Community Development Department and the City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office beginning the Thursday evening before the Tuesday meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>>.

RECOMMENDATION

1. Approve Final Map for Tract 10492;
2. Authorize the City Manager to make minor modifications, if necessary, prior to recordation; and
3. Authorize the recordation of Final Map for Tract 10492, which subdivides the site into nine lots located at 2961-2995 Corvin Drive [APN 216-33-040, 041, 042, 043 and 044 (2019-20)].

Reviewed by: Craig Mobeck, Director of Public Works
Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Final Map for Tract 10492

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN ON THE MAP; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID REAL PROPERTY; THAT WE HEREBY CONSENT TO THE MAKING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE AND ALL DEDICATIONS AND OFFERS OF DEDICATION THEREIN.

WE HEREBY DEDICATE TO THE CITY OF SANTA CLARA EASEMENTS FOR THE PUBLIC USE WITHIN THE LAND DESIGNATED AND DELINEATED HEREON AS "PAE" (PUBLIC ACCESS EASEMENT). SAID EASEMENT SHALL BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT UNDERGROUND PUBLIC UTILITY STRUCTURES, IRRIGATION SYSTEMS, AND APPURTENANCES THERETO THAT DO NOT INTERFERE WITH THE PURPOSES OF THE EASEMENT.

WE ALSO HEREBY DEDICATE TO THE CITY OF SANTA CLARA EASEMENTS FOR EMERGENCY VEHICLE ACCESS PURPOSES ON, ALONG, ACROSS AND OVER THOSE CERTAIN STRIPS OF LAND DESIGNATED AND DELINEATED HEREON AS "EVAE" (EMERGENCY VEHICLE ACCESS EASEMENT). SAID EASEMENTS SHALL BE KEPT FREE AND CLEAR OF OBSTRUCTION OF ANY KIND, AND SHALL BE MAINTAINED BY PROPERTY OWNERS SUCH THAT THE SURFACE SHALL SUPPORT EMERGENCY VEHICLE USE.

WE ALSO HEREBY DEDICATE TO THE CITY OF SANTA CLARA EXCLUSIVE EASEMENTS IN, ON, UNDER, ALONG AND ACROSS THOSE CERTAIN STRIPS OF LAND DESIGNATED AND DELINEATED HEREON AS "UGEE" (UNDERGROUND ELECTRICAL EASEMENT) FOR THE PURPOSE OF CONSTRUCTING AND RECONSTRUCTING, INSTALLING, OPERATING, MAINTAINING, REPAIRING, AND/OR REPLACING UNDERGROUND ELECTRICAL DISTRIBUTION AND/OR COMMUNICATION SYSTEMS, AND APPURTENANCES. THE ABOVE MENTIONED UNDERGROUND ELECTRICAL EASEMENT SHALL BE KEPT OPEN AND FREE FROM TREES, BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT IRRIGATION SYSTEMS AND LAWFUL FENCES. NO PRIVATE OR OTHER PUBLIC UTILITIES SHALL BE PLACED IN THE "UGEE" EXCEPT FOR PURPOSE OF CROSSING, AND EXCEPT THOSE UTILITIES SHOWN ON THE PLANS REVIEWED AND APPROVED BY THE CITY OF SANTA CLARA IN CONJUNCTION WITH THIS SUBDIVISION. THE CITY SHALL HAVE RIGHT OF ACCESS ACROSS AND/OR ALONG THE ADJOINING PROPERTY FOR THE PURPOSE OF MAINTAINING, REPLACING, ADDING TO, OR REMOVAL OF ITS FACILITIES.

WE ALSO HEREBY DEDICATE TO THE CITY OF SANTA CLARA EASEMENTS IN, ON, OVER, UNDER, ALONG, AND ACROSS THOSE CERTAIN STRIPS OF LAND DESIGNATED AND DELINEATED HEREON AS "WLE" (WATER LINE EASEMENT) FOR THE PURPOSE OF CONSTRUCTING, INSTALLING, OPERATING, MAINTAINING, REPAIRING AND REPLACING WATER DISTRIBUTION SYSTEM FACILITIES AND APPURTENANCES THERETO. SAID EASEMENTS SHALL BE KEPT OPEN AND FREE FROM TREES, BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT IRRIGATION SYSTEMS AND APPURTENANCES THERETO, AND LAWFUL FENCES. NO PRIVATE OR OTHER PUBLIC UTILITY SHALL BE PLACED IN THE "WLE" EXCEPT FOR PURPOSE OF CROSSING. THE CITY SHALL HAVE RIGHT OF ACCESS ACROSS AND/OR ALONG THE ADJOINING PROPERTY FOR THE PURPOSE OF MAINTAINING, REPLACING, ADDING TO, OR REMOVING ITS FACILITIES.

THERE IS ALSO SHOWN ON THE HEREON MAP, EASEMENTS FOR PRIVATE STORM DRAINAGE PURPOSES AND SANITARY SEWER PURPOSES DESIGNATED AND DELINEATED AS "PSDE" (PRIVATE STORM DRAINAGE EASEMENT) AND "PSSE" (PRIVATE SANITARY SEWER EASEMENT) INCLUDING THE INSTALLATION AND MAINTENANCE OF PRIVATE STORM AND PRIVATE SANITARY SEWER FACILITIES. THESE EASEMENTS ARE TO BE KEPT OPEN AND FREE FROM ALL BUILDINGS AND STRUCTURES OF ANY KIND, EXCEPT IRRIGATION SYSTEMS AND APPURTENANCES THERETO, LAWFUL FENCES AND ALL LAWFUL UNSUPPORTED ROOF OVERHANGS. THE MAINTENANCE, REPAIR AND/OR REPLACEMENT OF PRIVATE STORM DRAINAGE AND PRIVATE SANITARY SEWER FACILITIES SHALL BE THE SOLE RESPONSIBILITY OF THE PROPERTY OWNERS BENEFITED, AS DETERMINED BY THE APPROPRIATE COVENANTS, CONDITIONS, AND RESTRICTIONS. SAID EASEMENTS ARE NOT OFFERED, NOR ARE THEY ACCEPTED, FOR DEDICATION BY THE CITY OF SANTA CLARA.

THERE IS ALSO SHOWN ON THE HEREON MAP, AN EASEMENT FOR SURFACE DRAINAGE RELEASE PURPOSES, DESIGNATED AND DELINEATED AS "PSDR" (PRIVATE SURFACE DRAINAGE RELEASE EASEMENT) FOR SURFACE FLOW OF STORM WATER ON OR OVER THAT CERTAIN STRIP OF LAND. THIS EASEMENT IS TO BE KEPT OPEN AND FREE FROM ANY OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO, SHRUBS, BERMS, TREES, PERMANENT EXCAVATIONS, BUILDINGS AND STRUCTURES OF ANY KIND, EXCEPT IRRIGATION SYSTEMS AND APPURTENANCES THERETO, LAWFUL FENCES AND ALL LAWFUL UNSUPPORTED ROOF OVERHANGS. FURTHER, THE SURFACE ELEVATIONS OF SAID EASEMENT SHALL NOT BE ALTERED WITHOUT THE WRITTEN CONSENT OF THE PROPERTY OWNERS BENEFITED. THE MAINTENANCE, REPAIR, AND/OR REPLACEMENT OF PRIVATE SURFACE DRAINAGE RELEASE FACILITIES SHALL BE THE SOLE RESPONSIBILITY OF THE PROPERTY OWNERS BENEFITED, AS DETERMINED BY THE APPROPRIATE COVENANTS, CONDITIONS, AND RESTRICTIONS. SAID EASEMENT IS NOT OFFERED, NOR IS IT ACCEPTED FOR DEDICATION BY THE CITY OF SANTA CLARA.

THERE IS ALSO SHOWN ON THE HEREON MAP, EASEMENTS FOR PRIVATE WATER LINE PURPOSES, DESIGNATED AND DELINEATED AS "PWLE" (PRIVATE WATER LINE EASEMENT) FOR THE INSTALLATION AND MAINTENANCE OF PRIVATE WATER FACILITIES. THESE EASEMENTS ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND, EXCEPT IRRIGATION SYSTEMS AND APPURTENANCES THERETO, LAWFUL FENCES AND ALL LAWFUL UNSUPPORTED ROOF OVERHANGS. THE MAINTENANCE, REPAIR, AND/OR REPLACEMENT OF PRIVATE WATER FACILITIES SHALL BE THE SOLE RESPONSIBILITY OF THE PROPERTY OWNERS BENEFITED, AS DETERMINED BY THE APPROPRIATE COVENANTS, CONDITIONS, AND RESTRICTIONS. SAID EASEMENT IS NOT OFFERED, NOR IS IT ACCEPTED FOR DEDICATION BY THE CITY OF SANTA CLARA.

THE PRIVATE STREETS CONTAINED WITHIN THIS TRACT ARE NOT OFFERED NOR ACCEPTED FOR DEDICATION FOR PUBLIC STREET PURPOSES.

TOLL WEST COAST LLC,
A DELAWARE LIMITED LIABILITY COMPANY

BY: _____ TITLE: _____
NAME: _____ TITLE: _____
TITLE: _____

TRACT 10492

CORVIN DRIVE

CONSISTING OF 4 SHEETS

BEING A SUBDIVISION CREATING 8 LOTS, INCLUDING 7 LOTS FOR A MAXIMUM OF 38 CONDOMINIUM UNITS, OF THE REAL PROPERTY DESCRIBED IN DOCUMENT NO. 24103686, OFFICIAL RECORDS OF SANTA CLARA COUNTY, AND LYING ENTIRELY WITHIN THE CITY OF SANTA CLARA, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA.

JUNE 2020



1570 Oakland Road San Jose, CA 95131

OWNER'S ACKNOWLEDGMENT

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 _____)
COUNTY OF _____) SS
ON _____, 20____, BEFORE ME,
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE,

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.

NOTARY'S SIGNATURE _____
PRINTED NOTARY'S NAME _____
COUNTY OF NOTARY'S PRINCIPAL PLACE OF BUSINESS _____
EXPIRATION DATE OF NOTARY'S COMMISSION _____
NOTARY COMMISSION NUMBER _____

OWNER'S ACKNOWLEDGMENT

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 _____)
COUNTY OF _____) SS
ON _____, 20____, BEFORE ME,
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE,

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.

NOTARY'S SIGNATURE _____
PRINTED NOTARY'S NAME _____
COUNTY OF NOTARY'S PRINCIPAL PLACE OF BUSINESS _____
EXPIRATION DATE OF NOTARY'S COMMISSION _____
NOTARY COMMISSION NUMBER _____

SOILS AND GEOLOGICAL REPORT

A SOILS REPORT, PROJECT NO. 17-1324, ON THIS PROPERTY HAS BEEN PREPARED BY ROCKRIDGE GEOTECHNICAL, DATED FEBRUARY 2, 2018, A COPY OF WHICH HAS BEEN FILED WITH THE BUILDING AND INSPECTION DIVISION OF THE CITY OF SANTA CLARA COMMUNITY AND DEVELOPMENT DEPARTMENT.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF TOLL BROTHERS IN JULY 2018. I HEREBY STATE THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED VESTING TENTATIVE MAP; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE JUNE 2023, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATE: _____
TRACY L. GIORGETTI, LS 8720

**CITY SURVEYOR'S STATEMENT**

I HEREBY STATE THAT I HAVE EXAMINED THE HEREON FINAL MAP AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

DATE: _____
JING DENG, LS# 9424
ACTING CITY SURVEYOR
CITY OF SANTA CLARA, CALIFORNIA

**CITY ENGINEER'S STATEMENT**

I HEREBY STATE THAT I HAVE EXAMINED THE HEREON FINAL MAP; THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE VESTING TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF CHAPTER 2 OF THE SUBDIVISION MAP ACT, AS AMENDED, AND OF ANY LOCAL ORDINANCE APPLICABLE AT THE TIME OF APPROVAL OF THE VESTING TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATE: _____
MICHAEL JACK LIW, ROCE# 59554
CITY ENGINEER
CITY OF SANTA CLARA, CALIFORNIA

**CITY CLERK'S STATEMENT**

I HEREBY STATE THAT ON THE 24 DAY OF APRIL, 2018, THE CITY COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA, DID APPROVE THE VESTING TENTATIVE OF THIS MAP AND ON _____, 20____ DID APPROVE THIS FINAL MAP AND DID ACCEPT ON BEHALF OF THE PUBLIC ALL EASEMENT DEDICATIONS REQUIRED AS A CONDITION OF APPROVAL OF SAID MAP AND IN CONFORMITY WITH THE TERMS OF THE OFFER OF THE DEDICATION MADE HEREIN.

DATE: _____ BY: _____
NORA PINENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA, CALIFORNIA

COUNTY RECORDER'S STATEMENT

FILE NO. _____ FEE \$_____. PAID. ACCEPTED FOR RECORD AND FILED THIS _____ DAY OF _____, 20____, AT _____ M.
IN BOOK _____ OF MAPS, AT PAGES _____, SANTA CLARA COUNTY RECORDS
AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY.

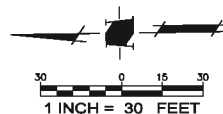
REGINA ALCOMENDRAS, COUNTY RECORDER
SANTA CLARA COUNTY, CALIFORNIA

BY: _____
DEPUTY

THE BEARING "NORTH" OF THE CENTER LINE OF CORVIN DRIVE FROM KIFER ROAD TO CENTRAL EXPRESSWAY AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD IN BOOK 79B OF MAPS, PAGE 37, SANTA CLARA COUNTY RECORDS, AND AS FOUND MONUMENTED AND ROTATED CLOCKWISE 0° 50' 37" FOR THE PURPOSE OF THIS MAP, WAS ADOPTED AS THE BASIS OF BEARINGS.

1. DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
2. THE DISTINCTIVE BORDER LINE DENOTES THE BOUNDARY OF THE SUBDIVISION.
3. THE AREA WITHIN THE DISTINCTIVE BORDER IS 1.62 ACRES, MORE OR LESS.
4. ALL EASEMENT LINES WITHOUT BEARINGS ARE PARALLEL WITH OR PERPENDICULAR TO LOT LINES OR BOUNDARY LINES.
5. SOME DIMENSIONS SHOWN WITHIN THE HEREON MAP ARE DISPLAYED WITHOUT THE DECIMAL POINT (E: 10') DUE TO SPACE CONSTRAINTS. ALL SUCH DIMENSIONS ARE ACTUALLY ACCURATE TO THE NEAREST ONE-HUNDRETH OF A FOOT (E: 10' = 10.00')

-----	DISTINCTIVE BORDER LINE
-----	LOT LINE
-----	EXISTING EASEMENT LINE
-----	PROPOSED EASEMENT LINE
	RECORD DOCUMENT: R1: PM 798-M-37
R#	REFERENCES: R2: PM 721-M-53
⊙ R#	FOUND 2.5" BRASS DISK IN MONUMENT WELL, UNLESS OTHERWISE NOTED
● R#	3/4" IRON PIPE FOUND AS DESCRIBED
⊙	STANDARD CITY MONUMENT, 2.5" BRASS DISK IN 6" CONC. COLUMN IN RND.
	MONUMENT BOX, SET & STAMPED "LS 8720"
	LINE NOT DRAWN TO SCALE
(L)	TOTAL OF DIMENSIONS ALONG THIS LOT
(M-M)	MONUMENT TO MONUMENT DIMENSIONS
(R)	RADIAL BEARING
(...R#)	DIMENSION AS DESCRIBED IN RECORD
EVAE	EMERGENCY ACCESS EASEMENT
PAE	PUBLIC ACCESS EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
PSDR	PRIVATE STORM DRAINAGE RELEASE EASEMENT
PSSE	PRIVATE SANITARY SEWER EASEMENT
PUE	PUBLIC UTILITY EASEMENT
PWE	PRIVATE WATER LINE EASEMENT
UGE	UNDERGROUND ELECTRIC EASEMENT
WLE	WATER LINE EASEMENT



CONSISTING OF 4 SHEETS

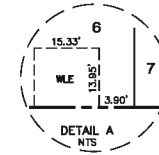
BEING A SUBDIVISION CREATING 9 LOTS, INCLUDING 7 LOTS FOR A MAXIMUM OF 38 CONDOMINIUM UNITS, OF THE REAL PROPERTY DESCRIBED IN DOCUMENT NO. 24103688, OFFICIAL RECORDS OF SANTA CLARA COUNTY, AND LYING ENTIRELY WITHIN THE CITY OF SANTA CLARA, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA.

JUNE 2020



1570 Oakland Road San Jose, CA 95131

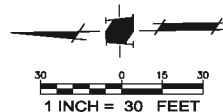
LINE TABLE		
LINE	BEARING	LENGTH
L1	N0°50'37"E	11.00'
L2	N89°08'23"W	10.00'
L3	N0°50'37"E	11.00'
L4	N45°50'37"E	12.73'
L5	N89°08'23"W	8.00'
L6	N89°08'23"W	8.00'
L7	N44°08'23"W	12.73'



THE BEARING "NORTH" OF THE CENTER LINE OF CORVIN DRIVE FROM KIFER ROAD TO CENTRAL EXPRESSWAY AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD IN BOOK 79B OF MAPS, PAGE 37, SANTA CLARA COUNTY RECORDS, AND AS FOUND MONUMENTED AND ROTATED CLOCKWISE 0° 50' 37" FOR THE PURPOSE OF THIS MAP, WAS ADOPTED AS THE BASIS OF BEARINGS.

1. DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
2. THE DISTINCTIVE BORDER LINE DENOTES THE BOUNDARY OF THE SUBDIVISION.
3. THE AREA WITHIN THE DISTINCTIVE BORDER IS 1.62 ACRES, MORE OR LESS.
4. ALL EASEMENT LINES WITHOUT BEARINGS ARE PARALLEL WITH OR PERPENDICULAR TO THE LOT LINES OR BOUNDARY LINES.
5. SOME DIMENSIONS SHOWN WITHIN THE HEREON MAP ARE DISPLAYED WITHOUT THE DECIMAL POINT (E: 10') DUE TO SPACE CONSTRAINTS. ALL SUCH DIMENSIONS ARE ACTUALLY ACCURATE TO THE NEAREST ONE-HUNDRETH OF A FOOT (E: 10' = 10.00')

----	DISTINCTIVE BORDER LINE
----	LOT LINE
----	EXISTING EASEMENT LINE
----	PROPOSED EASEMENT LINE
-----	RECORD DOCUMENT R1: PM 798-M-37
R#	REFERENCES: R2: PM 721-M-53
⊙ R#	FOUND 2.5" BRASS DISK IN MONUMENT WELL, UNLESS OTHERWISE NOTED
● R#	3/4" IRON PIPE FOUND AS DESCRIBED
⊙	STANDARD CITY MONUMENT, 2.5" BRASS DISK IN 6" CONC. COLUMN IN RND.
	MONUMENT BOX, SET & STAMPED "LS 8720"
	LINE NOT DRAWN TO SCALE
(L)	TOTAL OF DIMENSIONS ALONG LOT
(M-M)	MONUMENT TO MONUMENT DIMENSIONS
(R)	RADIAL BEARING
(...R#)	DIMENSION AS DESCRIBED IN RECORD
EVAE	EMERGENCY ACCESS EASEMENT
PAE	PUBLIC ACCESS EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
PSDR	PRIVATE STORM DRAINAGE RELEASE EASEMENT
PSSE	PRIVATE SANITARY SEWER EASEMENT
PUE	PUBLIC UTILITY EASEMENT
PWE	PRIVATE WATER LINE EASEMENT
UGE	UNDERGROUND ELECTRIC EASEMENT
WLE	WATER LINE EASEMENT



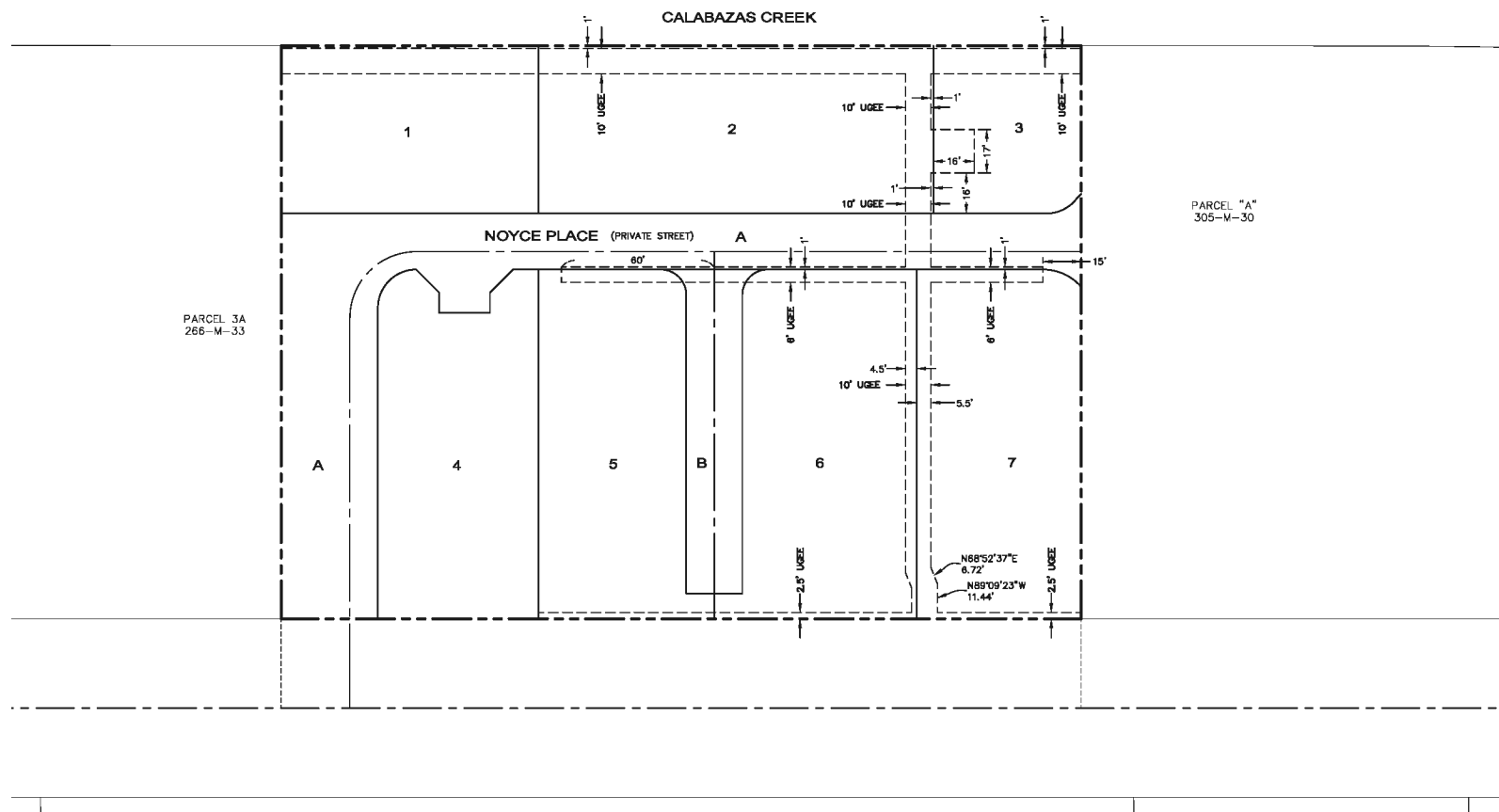
CONSISTING OF 4 SHEETS

BEING A SUBDIVISION CREATING 9 LOTS, INCLUDING 7 LOTS FOR A MAXIMUM OF 38 CONDOMINIUM UNITS, OF THE REAL PROPERTY DESCRIBED IN DOCUMENT NO. 24103686, OFFICIAL RECORDS OF SANTA CLARA COUNTY, AND LYING ENTIRELY WITHIN THE CITY OF SANTA CLARA, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA.

JUNE 2020



1570 Oakland Road San Jose, CA 95131



BASIS OF BEARINGS

THE BEARING "NORTH" OF THE CENTER LINE OF CORVIN DRIVE FROM KIFER ROAD TO CENTRAL EXPRESSWAY AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD IN BOOK 798 OF MAPS, PAGE 37, SANTA CLARA COUNTY RECORDS, AND AS FOUND MONUMENTED AND ROTATED CLOCKWISE 0° 50' 37" FOR THE PURPOSE OF THIS MAP, WAS ADOPTED AS THE BASIS OF BEARINGS.

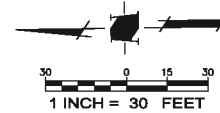
NOTES

- DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
- THE DISTINCTIVE BORDER LINE DENOTES THE BOUNDARY OF THE SUBDIVISION.
- THE AREA WITHIN THE DISTINCTIVE BORDER IS 1.82 ACRES, MORE OR LESS.
- ALL EASEMENT LINES WITHOUT BEARINGS ARE PARALLEL WITH OR PERPENDICULAR TO THE LOT LINES OR BOUNDARY LINES.
- SOME DIMENSIONS SHOWN WITHIN THE HEREON MAP ARE DISPLAYED WITHOUT THE DECIMAL POINT (IE: 10') DUE TO SPACE CONSTRAINTS. ALL SUCH DIMENSIONS ARE ACTUALLY ACCURATE TO THE NEAREST ONE-HUNDRETH OF A FOOT (IE: 10' = 10.00')

NOTE:
EASEMENTS SHOWN HEREON TO BE
VACATED BY SEPARATE INSTRUMENT

LEGEND

---	DISTINCTIVE BORDER LINE
---	LOT LINE
---	EXISTING EASEMENT LINE
---	PROPOSED EASEMENT LINE
R#	RECORD DOCUMENT R1: PM 798-M-37 R2: PM 721-M-53
⊙ R#	FOUND 2.5" BRASS DISK IN MONUMENT WELL, UNLESS OTHERWISE NOTED
• R#	3/4" IRON PIPE FOUND AS DESCRIBED
⊙	STANDARD CITY MONUMENT, 2.5" BRASS DISK IN 6" CONC. COLUMN IN RND. MONUMENT BOX, SET & STAMPED "LS 8720"
---	LINE NOT DRAWN TO SCALE
(L)	TOTAL OF DIMENSIONS ALONG THIS LOT
(M-M)	MONUMENT TO MONUMENT DIMENSIONS
(R)	RADIAL BEARING
(...R#	DIMENSION AS DESCRIBED IN RECORD
EVAE	EMERGENCY ACCESS EASEMENT
PAE	PUBLIC ACCESS EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
PSDE	PRIVATE STORM DRAINAGE RELEASE EASEMENT
PSSE	PRIVATE SANITARY SEWER EASEMENT
PUE	PUBLIC UTILITY EASEMENT
PWLE	PRIVATE WATER LINE EASEMENT
UGE	UNDERGROUND ELECTRIC EASEMENT
WLE	WATER LINE EASEMENT



TRACT 10492

CORVIN DRIVE

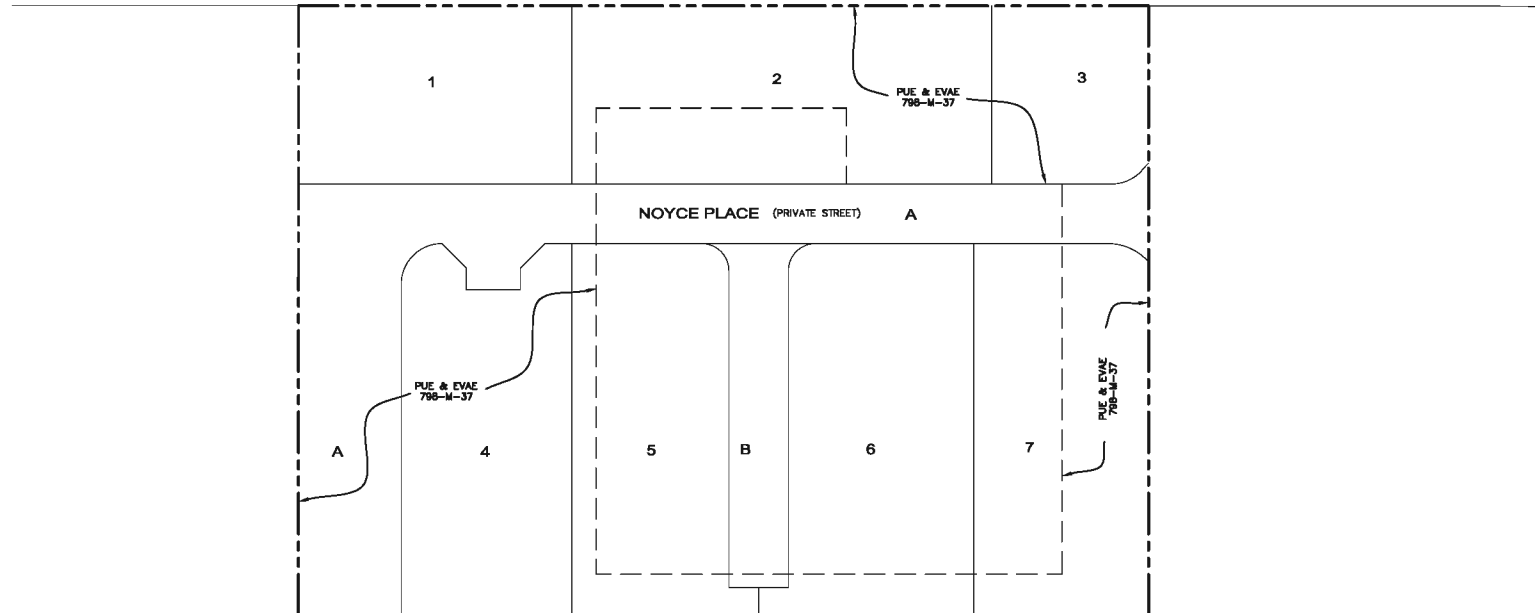
CONSISTING OF 4 SHEETS

BEING A SUBDIVISION CREATING 9 LOTS, INCLUDING 7 LOTS FOR A MAXIMUM OF 38 CONDOMINIUM UNITS, OF THE REAL PROPERTY DESCRIBED IN DOCUMENT NO. 24103686, OFFICIAL RECORDS OF SANTA CLARA COUNTY, AND LYING ENTIRELY WITHIN THE CITY OF SANTA CLARA, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA.

JUNE 2020



CALABAZAS CREEK



CORVIN DRIVE



Agenda Report

20-575

Agenda Date: 7/7/2020

REPORT TO COUNCIL

SUBJECT

Action on Master Agreements with Stantec Consulting Services, Inc. and Bellecci & Associates for Underground Electrical Distribution System Design Services [Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure]

BACKGROUND

City of Santa Clara's (City) Electric Department, doing business as Silicon Valley Power (SVP), is planning a continuing effort to upgrade and enhance the City's underground electrical distribution system infrastructure to meet new customer demands as well as to maintain the reliability of the SVP distribution system. As a part of this effort, SVP plans to enter into a master agreement with two consultants to provide design services for the underground electrical distribution system.

There are six projects that SVP has identified for award to the consultants. These projects include four underground crossings (two will cross Central Expressway at Coronado Drive with another at Lawson Lane, one will cross El Camino Real at Halford Avenue, and one will cross Great America Parkway at the intersection of Great America Way), open trench on west of existing Fairview Substation to Coronado Avenue and one project will utilize an 0.7 mile open trench along Stevens Creek Boulevard from Rodonovan Road to Stern Avenue located in the south part of the City.

There are several development projects in the early stages of development over the next 5 years. As priority necessitates, SVP will identify additional projects, including the scope and budget for each project, on an as-needed basis for the term of the agreement. SVP will coordinate with the consultants to develop a specific scope of work for each project.

DISCUSSION

On November 7, 2019, staff issued a Statement of Qualifications (SOQ) to solicit proposals from qualified firms to provide engineering services for SVP's underground electrical distribution system infrastructure. The SOQ was published on BidSync, the City's e-procurement system. A total of 97 companies viewed the SOQ, and eight proposals were received from the following firms:

- Bellecci & Associates (Pleasanton, CA)
- EN Engineering, LLC (Warrenville, IL)
- Finley Engineering (Lamar, MO)
- M2K Consulting Engineering, Inc. (Fairfield, CA)
- Quanta Utility Engineering Services (San Diego, CA)
- SANDIS Civil Engineers Surveyors Planners (Campbell, CA)
- Sargent & Lundy (Chicago, IL)
- Stantec Consulting Services, Inc. (San Jose, CA)

Evaluation Process: The Santa Clara City Code Section 2.105.100(b) defines “architect-engineer and land surveying services” as meaning those professional services within the practice of architecture, professional engineering or land surveying as defined by the laws of the State of California. In compliance with the State laws governing procurement of architectural and engineering services, the City followed a qualifications-based selection process in which firms are ranked in order of qualifications.

Proposals were evaluated and scored independently by a three-member evaluation team against the criteria and weights published in the SOQ. The top three ranked firms were invited for oral interviews to introduce their proposed project team members and demonstrate their experience and capacity to meet the City’s requirements. The final ranking is as follows:

Rank	Firm
1	Stantec Consulting Services, Inc. (San Jose, CA)
2	Bellecci & Associates (Pleasanton, CA)
3	Quanta Utility Engineering Services (San Diego, CA)

Based on the rankings, the City negotiated contract terms with the three highest-ranked firms. The City was unable to negotiate a satisfactory contract with Quanta Utility Engineering Services. In accordance with the SOQ, the City will enter into a master agreement with Stantec Consulting Services, Inc. and Bellecci & Associates. Actual project or work will be issued via work orders pursuant to the terms of the master agreement. In determining the firm who will be awarded the work order, the City will first negotiate with Stantec Consulting Services, Inc. as the highest ranked firm under contract to determine project scope, schedule, and cost. If negotiations cannot be reached with Stantec Consulting Services the City will then begin negotiations with Bellecci & Associates.

Notice of Ranking: A Notice of Ranking announcing the City’s recommended firms was issued on February 7, 2020.

Term of Agreement: The term of the proposed master agreements will be five years.

Cost Summary: SVP has identified to award the following projects with cost estimates:

Project Name	Estimated Project Cost
Lawson Lane Crossing	\$205,784
Fairview Crossing	\$233,198
El Camino Crossing	\$240,746
Great America Crossing	\$201,895
Rodonovan Reach Trench	\$287,000
Fairview Off Site Trench	\$231,250
Total Cost	\$1,399,873

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

The total compensation shall not exceed \$3,000,000 for the two master agreements. Sufficient funds are available in the Electric Department Capital Improvement Program (CIP) project, Transmission and Distribution Capital Maintenance and Betterments (project no. 2006).

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

1. Authorize the City Manager to execute Master Agreements with Stantec Consulting Services, Inc. and Bellecci & Associates for underground electrical distribution system design services, for a five-year term ending April 30, 2025 for a maximum aggregate compensation not to exceed \$3,000,000 for the two Master Agreements; and
2. Authorize the City Manager to add or delete services consistent with the scope of the agreements and allow future rate adjustments subject to request and justification by consultant and approval by the City, subject to the appropriation of funds.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Master Agreement with Stantec Consulting Services, Inc.
2. Master Agreement with Bellecci & Associates

**MASTER AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
STANTEC CONSULTING SERVICES INC.**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Stantec Consulting Services Inc., a New York corporation (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to secure the design professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";
- B. "Design professional" includes licensed architects, licensed landscape architects, registered professional engineers and licensed professional land surveyors;
- C. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- D. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum

Exhibit E – Sample Work Order Form

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 May 1, 2020 and terminate on April 30, 2025.

3. WORK ORDERS

- A. Contractor shall provide design professional services described in Exhibit A to the City on an as-needed basis and as further described pursuant to individual work orders (“Work Orders”) issued in accordance with the Terms and Conditions of this Agreement. Each Work Order shall describe the services and deliverables (collectively “Work”) the Contractor must provide, the time limit within which the Contractor must complete the Work, and the compensation for the Work.
- B. Each Work Order shall be substantially in the form specified in Exhibit D. Subject to the terms and conditions of this Agreement, Contractor and City will negotiate the specific requirements of each Approved Work Order.
- C. The City will not compensate the Contractor for any Work until the City has executed the Work Order for such Work (“Approved Work Order”).
- D. Each Approved Work Order incorporates the Terms and Conditions of this Agreement, and becomes a part of this Agreement. An Approved Work Order must be consistent with – and cannot alter - the terms and conditions of this Agreement. The terms and conditions of this Agreement control over the terms and conditions contained in an Approved Work Order – even if the Approved Work Order expressly states that it is intended to control. Any conflicting terms and conditions in an Approved Work Order are invalid and unenforceable.
- E. The City has no obligation to issue any Approved Work Orders under this Agreement.
- F. All reports, costs estimates, plans and other documentation which may be submitted or furnished by Contractor shall be approved and signed by an appropriate qualified licensed professional in the State of California.

- G. The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the design professional responsible for their preparation.

4. WARRANTY

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

Each Approved Work Order will specify the maximum amount payable to the Contractor for all professional fees related to the Contractor providing the Work ("Maximum Work Order Compensation"). The Contractor shall fully complete all Work required by the Approved Work Order for no more than that Maximum Work Order Compensation. City shall only be liable for charges expressly authorized in an Approved Work Order.

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 which may include, but not limited to, causing technical errors that result in defective services or products, or failing to submit deliverables to City within the time requirements set forth in this Agreement, in addition to all other remedies provided by law, City

may terminate this Agreement immediately upon written notice to Contractor.

- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, to the extent arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of the Contractor, its employees, subcontractors, or agents in the performance, or non-performance, of Services under this Agreement.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Silicon Valley Power
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at svpcontracts@santaclaraca.gov,
gdougherty@santaclaraca.gov, and manager@santaclaraca.gov

And to Contractor addressed as follows:

Stantec Consulting Services Inc.
Attention: Tony Pagán
1340 Treat Avenue
Walnut Creek, CA 94597
And by email at tony.pagan@stantec.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"

STANTEC CONSULTING SERVICES INC.
a New York corporation

Dated: 03/20/2020

By (Signature):  _____

Name: Tony Pagan _____

Title: Principal _____

Principal Place of Business Address: 1340 Treat Avenue
Walnut Creek, CA 94597 _____

Email Address: tony.pagan@stantec.com _____

Telephone: (925) 627-4578 _____

Fax: (925) 941-1401 _____

"CONTRACTOR"

EXHIBIT A

SCOPE OF SERVICES

1. GENERAL

- 1.1.** Silicon Valley Power (hereinafter “SVP” or “City”) is planning a continuing effort to upgrade and enhance the underground electrical distribution system to meet new customer demands and to maintain the reliability of the SVP distribution system. SVP will identify projects, including the scope and budget for each project, on as-needed basis pursuant to Approved Work Orders.
- 1.2.** Contractor will be responsible for completing the tasks and deliverables as set forth in Approved Work Orders. The scope of work for a typical project will generally follow the format provided herein.
- 1.3.** The projects herein are not funded by the State of California or the federal government.
- 1.4.** To the extent not inconsistent with this Agreement between the City and Contractor including this Scope of Services, the City’s SOQ 19-20-25 (including subsequent updates), Contractor’s proposal response dated December 5, 2019 and Contractor’s oral demonstration materials dated February 3, 2020 are hereby incorporated by reference herein, and shall supplement this Scope of Services and be subject to the terms and conditions of the Agreement.

2. APPLICABLE STANDARDS

- 2.1.** Contractor shall perform all work in compliance with all applicable rules, regulations, code, law, and good practice for public facilities. Some applicable City standards include, but are not limited to:
 - 2.1.1.** SVP Standard Document UG 1000, latest revision, “Installation of Underground Substructures by Developers.”
 - 2.1.2.** SVP Standard Document SD 1800, latest revision, “Estimate Drawings” is to be used as a guide for drawing formatting.
 - 2.1.3.** SVP Standard Document UG 1250, latest revision, “Encroachment Permit Clearances from Electric Facilities.”
 - 2.1.4.** City of Santa Clara ST-24, latest revision, “Trench Backfill and Pavement Replacement.”
 - 2.1.5.** City of Santa Clara ST-25, latest revision, “Soil Boring Backfill and Pavement Replacement.”
 - 2.1.6.** California Water Code Division 7, January 2014.

3. PROJECT MANAGEMENT

- 3.1.** Contractor shall be responsible for managing the project design schedule and budget. In addition, Contractor shall attend monthly progress meetings and prepare action item logs for subsequent follow-up. Contractor shall maintain frequent and

timely communication with City staff throughout the duration of the project. Schedule updates shall be provided at all progress meetings.

- 3.2. Contractor shall ensure quality assurance/quality control over work product prepared for the City. A statement of peer review will be required for overall constructability, coordination, and reasonable reduction in errors and omissions.
- 3.3. Contractor shall perform all engineering and project management related work necessary to prepare plans and specifications suitable for Public Works bidding.

4. PROJECT MANAGEMENT TOOL

- 4.1. Contractor and subcontractors shall utilize e-Builder, a web-based project management tool, or City's designated replacement for projects assigned under this agreement. Access to the project management tool, as well as associated training, will be provided by the City at no cost to the Contractor or its subcontractors. Contractor and subcontractors shall have the responsibility for utilizing the project management tool as necessary for the following: invoice submittal, potential change order submittals, change orders, Request for Information (RFI) submittals, correspondence, assigned tasks and other matters that transpire on the site as directed by City.
- 4.2. All documents (including as built drawings) shall be converted or scanned into the Portable Document Format (PDF) file and uploaded to e-Builder.

5. PLANS AND SPECIFICATIONS

- 5.1. Plans and specifications shall provide sufficient detail to result in a good quality product while allowing competitive pricing.
- 5.2. Plans and specifications for all projects shall not specify proprietary products or services.
- 5.3. Substructure design drawings for all projects must show the location and design of City facilities, both existing and proposed. The drawings must also include plan and profile drawings along with elevations.
- 5.4. Substructure design drawings for all projects must have detailed site plans, including roads, sidewalks, driveways, building outlines, landscape areas, existing and proposed utilities, the limits of the City right-of-way (ROW), and easements.
- 5.5. The drawings must include electrical cable pulling calculations when needed for the specific project.
- 5.6. An appropriate Professional Engineer's (PE's) stamp and signature is required on all drawings that will be included in the bid sets. The design must be approved and stamped by a licensed Electrical or Civil Engineer.
- 5.7. Design drawings must specify that salvage/trash be returned to the City for disposal. All salvage/trash will need to be stripped and separated into separate piles (e.g. metal, wood, etc.) for proper disposal.

- 5.8. City will provide asset numbers for all required assets. Contractor shall follow City's naming conventions for assets.

6. FIELD INVESTIGATIONS

- 6.1. Contractor shall perform adequate field investigations to confirm existing conditions including verifying public and private utility facilities during the design process.
- 6.2. Contractor shall coordinate with City to obtain as-built drawings and to access related requests for inspection of City equipment.
- 6.3. Contractor shall be responsible for underground locating and potholing for the designs.
- 6.4. Contractor shall provide surveying services during the design process.
- 6.5. Contractor shall provide soil testing services as required.
- 6.6. Contractor is responsible for leaving sites in a safe, clean and orderly manner after the field visits and at all times.
- 6.7. If a site is found to be in an unsafe or disorderly condition at any time, City will notify Contractor, and Contractor shall immediately correct the condition. If Contractor is unable to make the site safe and orderly, City will make the necessary corrections and charge Contractor. If Contractor makes the corrections, Contractor will be charged for City's time to investigate and stand-by. If a customer files a complaint and City responds and finds that the site is acceptable per City work practices, then Contractor will not be charged for City's time.
- 6.8. Contractor shall be responsible for obtaining any necessary encroachment permits when performing field investigations such as potholing or soil sampling. Contractor shall be responsible for leaving the worksite(s) in compliance with the encroachment or traffic permit. In areas outside the public right of way or where other permits do not specifically dictate, Contractor shall leave the worksite(s) in a safe, clean and orderly manner. Contractor shall cover and secure all excavations with barriers and flashing lights (or reflectors) set up to warn the public of the hazard.

7. DELIVERABLES

7.1. Substructure Design Drawings

Contractor shall submit hardcopies and digital copies (PDF and native format) of all documents, including but not limited to the following:

7.1.1. 30% Design Plans

- 7.1.1.1. 30% Design Submittal Package (plans, specifications, engineer's cost estimate, and project construction schedule).
- 7.1.1.2. 30% review meeting agenda and meeting minutes.

- 7.1.2. 65% Design Plans**
 - 7.1.2.1.** 65% Design Submittal Package (plans, specifications, engineer's cost estimate, and project construction schedule).
 - 7.1.2.2.** Written response to comments on the 30% Design Submittal Package. Response shall include all previous comments.
 - 7.1.2.3.** 65% review meeting agenda and meeting minutes.
- 7.1.3. 100% Design Plans**
 - 7.1.3.1.** 100% Design Submittal Package (plans, specifications, engineer's cost estimate, and project bid and construction schedule).
 - 7.1.3.2.** Written response to City comments on the 65% Design Submittal Package. Response shall include all previous comments.
 - 7.1.3.3.** 100% review meeting agenda and meeting minutes.
 - 7.1.3.4.** List of potential bidders in Microsoft Excel format, including the company's name, email address, contact number, and address of business.
- 7.2. Easement and Permitting Packages**
 - 7.2.1.** Application packages with all necessary supporting documentation.
- 7.3. Final permits and easements**
- 7.4. Bid Package**
 - 7.4.1.** Bid Set of full sized (size D) plans, stamped and signed on each sheet by the Engineer of Record and by discipline.
 - 7.4.2.** Written response to City comments on the 100% Design Submittal Package. Response shall include all previous comments.
- 7.5. Bidding Support**
 - 7.5.1.** Written clarifications and response to prospective bidders, if needed.
 - 7.5.2.** Addenda to the bid documents, if needed.
 - 7.5.3.** Written recommendation for award of contract, if needed.
 - 7.5.4.** Conformed construction documents, if needed.
- 7.6. Construction Support**
 - 7.6.1.** Shop drawing and submittal comments.
 - 7.6.2.** Request for Information (RFI) responses.
 - 7.6.3.** Site visit memoranda, as required.
 - 7.6.4.** Drawings and specifications for supplementing, clarifying, and/or correcting the contract documents and for design related change orders.

7.6.5. Change orders, as required.

7.7. Record Drawings and Final Punch List

7.7.1. Final punch list input and written recommendations for substantial and/or final completion.

7.7.2. Record drawings on a CD using AutoCAD, and one set electronic copy in PDF format.

7.7.3. CD containing PDF copies of all submittals received during construction phase.

8. 30% DESIGN PLANS

8.1. For the 30% Design Submittal Package, Contractor shall:

8.1.1. Follow the guidelines of the most current City Design Criteria and Standard Details (Submit three (3), ANSI Size D, hard copies).

8.1.2. Provide cover sheet and plan sheet with base mapping and preliminary details.

8.1.3. Prepare base maps for use in exhibits and contract drawings. Base maps shall be prepared in AutoCAD format for use and shall be used in subsequent design and construction document preparation. The City's preferred base drawing format is ANSI size "D" sized sheets at a legible scale.

8.1.4. Provide cut sheets for proposed equipment.

8.1.5. Document outreach with utility companies.

8.1.6. Update project schedule and add a probable project construction schedule.

8.1.7. Provide 30% engineer's estimate.

8.1.8. Prepare a brief memorandum of determination of the project's CEQA needs including statement if the project is exempt. If a Negative Declaration or Environmental Impact report is required, the preparation of said document shall be added to the Contractor's scope of work for the project.

8.1.9. Create a table of contents list for technical specifications.

9. 65% DESIGN PLANS

9.1. Contractor shall perform engineering and design activities to develop a 65% level of completion construction documents and plans. A 65% level of completion is considered as plans, specifications, and estimate submittal that are generally complete including all major work items and necessary details that are sufficient to allow thorough and complete review by City. Review of the 65% submittal will identify and raise potential issues for resolution in subsequent submittals.

9.2. The 65% Design Submittal Package shall follow the guidelines of the most current City Design Criteria and Standard Details and shall include plans, specifications, engineer's cost estimate, and probable project construction schedule, in accordance with the following:

- 9.2.1.** 65% specifications
- 9.2.2.** Technical specifications
- 9.2.3.** Special provisions, with recommended changes in track changes format. The special provisions shall also include the following:
 - 9.2.3.1.** Bid item descriptions and measurement and payment provisions
 - 9.2.3.2.** A list of minimum required submittals during construction
 - 9.2.3.3.** A table listing all inspections (including any special inspections and materials testing) and associated responsibility
- 9.2.4.** A table list of materials identifying the following:
 - 9.2.4.1.** Long lead-time materials (materials with a delivery time equal to or greater than two (2) months)
 - 9.2.4.2.** Any items requiring warranties, and associated warranty periods
- 9.2.5.** 65% project schedule update with probable project construction schedule.
- 9.2.6.** 65% construction cost estimate in the form of the bid schedule.
- 9.2.7.** Resolution of utility conflicts or a timeline for resolution of issues
- 9.2.8.** CEQA exemption documentation, if required, suitable for filing at the Santa Clara County Recorder's Office.
- 9.2.9.** Responses to the City's review comments on the 30% Design Submittal Package, along with return of mark-ups.
- 9.2.10.** Other supporting documentation as necessary for the specific project such as: Storm Water Pollution Prevention Plan, documentation of starting permits necessary for the consultant, calculations or reports, list of information available to bidders, etc.

10. 100% SUBMITTAL

For the 100% Design Submittal Package, Contractor shall:

- 10.1.** Address all issues, prior comments, and concerns in this submittal. Contractor shall submit three (3) ANSI size "D" hardcopies.
- 10.2.** Finalize the plans, specifications, engineer's cost estimate, and construction schedule based on the comments from City. All outstanding comments and issues from previous submittals shall be incorporated into the 100% Construction Document Package. The 100% Bid Set documents shall be considered as complete with no future revisions planned nor deemed necessary.
- 10.3.** Submit 100% Construction Document Package (includes final plans, special provisions, technical specifications, and engineer's cost estimate). Hard copy shall be printed single-sided only.
- 10.4.** Conduct a quality control (QC) review of the submittal in accordance with Contractor's Quality Assurance/Quality Control (QA/QC) program.

10.5. Perform a peer review with a certification statement and signature on the cover sheet. The professional shall sign, date and seal the following Certification of Peer Review on a letterhead document with the transmittal of the final plans and specifications:

10.5.1. "The undersigned hereby certifies that a professional peer review of these plans and the required designs was conducted by me, a professional engineer with expertise and experience in the appropriate fields of engineering equal to or greater than the Engineer of Record, and that appropriate corrections have been made."

10.6. Review previous projects of agencies near the City and prepare a list of potential bidders for the project.

10.7. Reviewed bid instructions

10.8. Update project schedule.

11. BID PACKAGE

For the Bid Package, Contractor shall:

11.1. Submit two (2) hard copies of full sized (ANSI size D) plans, stamped, dated and signed on each sheet by the Engineer of Record and by discipline for City's approval signatures.

11.2. Submit one (1) hard copy of the technical specifications, printed single-sided only, with cover sheet stamped, dated, and signed by all necessary disciplines.

11.3. Incorporate all City's final comments and redlines from the 100% Design Submittal Package.

11.4. Submit copies and digital format (PDF and native format) of each document.

11.5. Provide final construction cost estimate.

11.6. Update project schedule.

12. BIDDING SERVICES

12.1. Contractor shall attend pre-bid meetings, respond to all bidder's requests for information (RFIs), support the City's coordination efforts to inform plan-holders of significant responses to RFIs, and prepare addenda, as necessary.

12.2. Contractor shall assist City in evaluating bids and preparation of recommendation letter toward the contract, if needed.

12.3. Contractor shall prepare a conformed set of documents that incorporate any addenda into the documents.

13. CONSTRUCTION SUPPORT

- 13.1.** City will have primary responsibility for construction management and inspection. Contractor's point of contact will be the City's project manager, not the construction contractor.
- 13.2.** Contractor shall at a minimum provide or perform the following:
 - 13.2.1.** Attend and prepare information for an internal handoff meeting from the Contractor's design team to the City's project management team.
 - 13.2.2.** Address possible construction pitfalls and items to be aware of (such as special working hours, shortened timelines for submittal reviews, etc.)
 - 13.2.3.** Attend pre-construction meetings.
 - 13.2.4.** Participate in the final inspection and development of punch lists.
 - 13.2.5.** Respond to RFIs, which includes clarifying or providing revisions or additional detail where necessary on the plans and specifications. Response to RFIs shall be timely in order to avoid construction delays and claims.
 - 13.2.6.** Review and respond to all submittals within the period allocated in the contract documents and as necessary to avoid construction delays and claims
 - 13.2.7.** Review any proposed substitutions for conformance to plans and technical specifications
 - 13.2.8.** Provide revised drawings as required to reflect changes.
 - 13.2.9.** Coordinate with relevant parties to respond to design related field inquiries during construction.

14. PERMIT AND EASEMENT PACKAGES

- 14.1.** Contractor shall research permit requirements of the City and of any other agencies, whose jurisdiction the project falls under, and prepare the permits for submittals. The permits may include but are not limited to traffic control, encroachment permits, and access agreements.
- 14.2.** Contractor shall be responsible for obtaining required permits, to be issued to City, necessary to bid and construct the project. City will pay permit fees either at submittal or through a pass-through item on Contractor's invoice.
- 14.3.** Contractor shall provide each permitting agency with a project description including the appropriate project plans along with the permitting applications and any necessary supporting documentation.
- 14.4.** Contractor shall submit the permitting package to City for signature and Contractor shall submit to the permitting agencies.
- 14.5.** Contractor shall respond in writing to all questions and comments raised by the permitting agencies. Copies of comments and/or questions received and draft responses shall be submitted to City for approval prior to submittal to the agencies.

- 14.6.** Final permit requirements shall be incorporated into the project's contract documents.
- 14.7.** The following is a list of potential permits that may be required for the project. If additional permits are required or if additional agencies are identified other than those on the list below, they shall be considered included as part of the base scope of services and not as additional services.
 - 14.7.1.** Santa Clara County Department of Roads and Airports (Encroachment Permit)
 - 14.7.2.** Valley Transportation Authority (Encroachment Permit)
 - 14.7.3.** City of Santa Clara (Encroachment Permit)
 - 14.7.4.** City of San Jose (Encroachment Permit)
 - 14.7.5.** Caltrans (Encroachment Permit)
- 14.8.** For permits that are required to be obtained by the City's construction contractor after contract award, Contractor shall coordinate and make necessary arrangements with the permitting agency during design to ensure the project will be permitted when City's construction contractor applies for the permit.
- 14.9.** Contractor shall submit permits at the appropriate time and within the project schedule to ensure permits are issued and incorporated into the construction documents prior to bid.

15. EASEMENT DRAWINGS/ DOCUMENTS

- 15.1.** Contractor shall prepare easement documents, legal descriptions, and exhibits. Contractor shall coordinate with City to complete the easement acquisition process including getting signatures from owner, etc.

16. DELIVERABLE REVIEW AND COMMENTS

- 16.1.** City will circulate the 30%, 65% and 100% Design Submittal Packages to internal City departments for comments. Contractor shall be responsible for submitting the packages to external stakeholders if required. Contractor shall prepare written responses to all comments received. All redlined drawings shall be returned with Contractor's response on the redlined drawings. Contractor shall be responsible for resolving comments from each commenter and shall identify to City any comments that cannot be resolved. Contractor shall conduct a review meeting with City to discuss comments and gain concurrence as to how the drawings shall be revised as appropriate to incorporate City's comments. The review meeting will be held at City's designated location.
- 16.2.** The review shall encompass but not be limited to the following areas:
 - 16.2.1.** Conformance to approved formats, criteria, specifications, & professional standards of practice.
 - 16.2.2.** Adequacy, clarity, and ease of interpretation
 - 16.2.3.** Constructability

- 16.2.4.** Compatibility of design discipline interfaces
- 16.2.5.** Errors and discrepancies
- 16.2.6.** Coordination with related designs and project elements
- 16.2.7.** Integration of design disciplines
- 16.2.8.** Incorporation of design changes
- 16.2.9.** Conformance to required environmental mitigation

17. RECORD DRAWINGS AND PROJECT CLOSE OUT

- 17.1.** Upon request by City and in accordance with any bid documents, Contractor shall assist City in determining if the project is ready for the stage of completion requested by the construction contractor (substantial or final completion).
- 17.2.** Contractor shall attend the final walkthrough to provide input to the final “punch list” and help determine if the work is ready for City acceptance. Contractor shall provide City with a written recommendation based on its determination of completion.
- 17.3.** At final completion of each project, Contractor shall provide City with one (1) set of reproducible record drawings and digital copies of said drawings that reflects the changes to the work during construction based upon marked-up prints, drawings, and other data furnished by the construction contractor, City, and other Contractors. If Contractor adds additional sheets to the plans, these shall be properly numbered, properly referenced on other affected drawings, and included in the drawing sheet index.
- 17.4.** Contractor shall provide a complete set of the record drawings and all X-ref files “bound,” including other associated fonts, plot style files on AutoCAD, including electronic copies in PDF format. Contractor may, at its own expense, prepare and retain a copy of each drawing for its permanent file.
- 17.5.** Contractor shall participate in a “lessons learned meeting” with all parties at the end of each project.

18. SCHEDULE

- 18.1.** A typical project shall contain at least the following milestones along with the delivery dates for the items in the Deliverables section.
 - 18.1.1.** City will issue a job package to Contractor.
 - 18.1.2.** Upon receipt of a job package, Contractor shall review the job particulars and respond within two (2) weeks with an estimated cost and schedule for City approval. The schedule shall include any deadlines set by City. As a baseline, a job of normal complexity and size is expected to be done within three (3) months.
 - 18.1.3.** Upon City’s issuance of an Approved Work Order, Contractor shall contact City to schedule a meeting for the initial project review and identify any information that City can provide which was not included in the initial packet that will be required to complete the project.

18.1.4. Contractor shall schedule a field visit to the site.

18.1.5. Contractor shall allow sufficient time in the schedule to ensure that each design drawing submittal is thoroughly reviewed and approved by City.

19. OUTAGES/CLEARANCES

19.1. During the design phase, Contractor shall coordinate with City to identify and sequence outages or clearances that would be required to complete the project.

20. MATERIALS AND EQUIPMENT

20.1. Contractor shall be responsible for providing all equipment needed to complete the assigned work.

20.2. City will not provide any hand or power tools to Contractor.

EXHIBIT B
SCHEDULE OF FEES

1. MAXIMUM WORK ORDER COMPENSATION

The maximum compensation shall be as set forth in each Approved Work Order (Maximum Work Order Compensation). No services will be performed unless both Parties execute an Approved Work Order outlining the services requested and the compensation agreed for such services.

2. TIME AND MATERIAL

Where the basis of compensation is time and materials, the project cost shall be calculated using the following hourly rates:

Job Title	Hourly Rate (2020)
Project Manager	\$229.00
Survey Lead	\$191.00
Survey Tech	\$137.00
Survey Chief	\$150.00
Chainman	\$110.00
Geotechnical Reviewer	\$234.00
Tunnels/Trenchless Lead	\$229.00
Tunnels/Trenchless Risk Reviewer	\$229.00
Geotechnical Lead	\$173.00
Tunnels/Trenchless Engineer	\$154.00
Tunnels/Trenchless Designer	\$143.00
Site Remediation Lead	\$173.00
Site Remediation Tech	\$137.00
Permitting Lead	\$191.00
Principal Engineer	\$173.00
Distribution Design Team Lead	\$137.00
Distribution Designer	\$115.00
Drafter	\$103.00
QA/QC Specialist	\$154.00

Contractor may request adjustments to the hourly labor rates on each anniversary during the term of the agreement. Price adjustments will be made in accordance with the percentage change in the Consumer Price Index (CPI-U) for All Urban Consumers for the San Francisco-Oakland-Hayward area, published by the U.S. Bureau of Labor Statistics. The price adjustment will be determined using the 12-Month Percent Change with a base period of 1982-1984=100.

3. FIXED FEE

Where services are provided for a fixed price, the total fees for the services shall be the amount set out in the Approved Work Order.

4. REIMBURSABLE EXPENSES

Any reimbursement to the Contractor is limited to the expenses set forth below in the Reimbursable Expense Schedule. The City will reimburse these expenses at actual cost only unless a markup is specified.

Reimbursable Expense Schedule		Mark Up
1.	The cost of mailing, shipping and/or delivery of any documents or materials.	No Markup
2.	The cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup
3.	The rental of any specialized equipment to the extent the City has preapproved, in writing, the cost of such rental.	As specified, not to exceed 10%
4.	Other reimbursable expenses with prior written approval from the City (e.g., permit fees)	No Markup

5. INVOICING

- 5.1. Contractor shall render invoices in accordance with the fees, payment schedule, and other terms and conditions specified in the applicable Approved Work Order. If Contractor is entitled to reimbursable expenses, the invoice will include such expenses and/or costs associated with the Work completed during the invoice period.
- 5.2. 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 during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Contractor's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at

least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of one million dollars (\$1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Contractor. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per claim or two million dollars (\$2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.
3. Cancellation.
 - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
 - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to

limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be e-mailed 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
Email address: ctsantaclara@ebix.com

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

EXHIBIT D LABOR COMPLIANCE ADDENDUM

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

A. Prevailing Wage Requirements

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov and are on file with the City Clerk's office, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.
2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.
3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov.
4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.
5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by the City or its designee including, but not limited to: certified

payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.
7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors **MUST** be a registered “public works contractor” with the DIR **AT THE TIME OF BID**. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.
9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a “public works contractor”. Those who fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.
10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney’s fee relating to such fine.
11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

B. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is

practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

C. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.
2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.
3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violation identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.

EXHIBIT E

SAMPLE WORK ORDER FORM

This Work Order is issued by the City of Santa Clara acting by and through its **Electric Utility, Silicon Valley Power** (the "Department") to the contractor listed below. This Work Order shall constitute a binding legal contract between the Department and Contractor pursuant to the terms of the Agreement referenced below. In the event of any inconsistency between this Work Order and the Terms and Conditions of the Agreement, the Terms and Conditions of the Agreement shall govern and control.

PART A: GENERAL INFORMATION

Work Order No.:		<input type="checkbox"/> Original <input type="checkbox"/> First Revised <input type="checkbox"/> Second Revised <input type="checkbox"/> Other _____
Contract No.		
Contractor Name/Address:		
Master Agreement Name:		
Expiration Date of Agreement:		
Contractor's Project Manager:	Name:	Email:
City's Project Manager	Name:	Email:
Period of Performance for this Work Order:	Start Date:	Expected Completion Date:
Maximum Work Order Compensation:		
Sufficient funds are available in Fund #: (to be completed by City)		
Signatures: <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 70%;"> Contractor Name [Print]: <div style="text-align: center;">_____ <i>Signature</i></div> </div> <div style="width: 25%;"> Date: <div style="text-align: center;">_____ </div> </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 70%;"> City's Project Manager [Print]: <div style="text-align: center;">_____ <i>Signature</i></div> </div> <div style="width: 25%;"> Date: <div style="text-align: center;">_____ </div> </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 70%;"> City's Department Director Name [Print]: <div style="text-align: center;">_____ <i>Signature</i></div> </div> <div style="width: 25%;"> Date: <div style="text-align: center;">_____ </div> </div> </div>		

PART B: SERVICES TO BE PERFORMED FOR WORK ORDER

1. REVISED WORK ORDER

- ☐ No
☐ If yes, provide a brief description of the change(s).

2. SCOPE OF WORK TO BE PERFORMED

The Contractor shall perform the service(s) described below in accordance with all of the Terms and Conditions of the Agreement. (Insert a detailed scope of work below or attach as a separate file.)

3. COMPENSATION

- a. **Basis of Compensation:** ☐ Time & Materials ☐ Fixed Fee
- b. **Reimbursable Expenses:**
☐ No expenses are reimbursable.
☐ Expenses are separately reimbursable in the maximum amount of: _____
- c. **Payment Schedule:** ☐ Monthly ☐ Completion of Deliverable/Milestone ☐ Completion of Work
- d. **Payment Terms.** Provide payment terms below or attach as a separate file.

**MASTER AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
BELLECCI & ASSOCIATES, INC.**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Bellecci & Associates, 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 design professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";
- B. "Design professional" includes licensed architects, licensed landscape architects, registered professional engineers and licensed professional land surveyors;
- C. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- D. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum

Exhibit E – Sample Work Order Form

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 May 1, 2020 and terminate on April 30, 2025.

3. WORK ORDERS

- A. Contractor shall provide design professional services described in Exhibit A to the City on an as-needed basis and as further described pursuant to individual work orders (“Work Orders”) issued in accordance with the Terms and Conditions of this Agreement. Each Work Order shall describe the services and deliverables (collectively “Work”) the Contractor must provide, the time limit within which the Contractor must complete the Work, and the compensation for the Work.
- B. Each Work Order shall be substantially in the form specified in Exhibit D. Subject to the terms and conditions of this Agreement, Contractor and City will negotiate the specific requirements of each Approved Work Order.
- C. The City will not compensate the Contractor for any Work until the City has executed the Work Order for such Work (“Approved Work Order”).
- D. Each Approved Work Order incorporates the Terms and Conditions of this Agreement, and becomes a part of this Agreement. An Approved Work Order must be consistent with – and cannot alter - the terms and conditions of this Agreement. The terms and conditions of this Agreement control over the terms and conditions contained in an Approved Work Order – even if the Approved Work Order expressly states that it is intended to control. Any conflicting terms and conditions in an Approved Work Order are invalid and unenforceable.
- E. The City has no obligation to issue any Approved Work Orders under this Agreement.
- F. All reports, costs estimates, plans and other documentation which may be submitted or furnished by Contractor shall be approved and signed by an appropriate qualified licensed professional in the State of California.

- G. The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the design professional responsible for their preparation.

4. REMEDY OF DEFECTS

The 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 the documented requests from the City to correct defective services, City may make correction to 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

Each Approved Work Order will specify the maximum amount payable to the Contractor for all professional fees related to the Contractor providing the Work ("Maximum Work Order Compensation"). The Contractor shall fully complete all Work required by the Approved Work Order for no more than that Maximum Work Order Compensation. City shall only be liable for charges expressly authorized in an Approved Work Order.

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 which may include, but not limited to, causing technical errors that result in defective services or products, or failing to submit deliverables to City within the time requirements set forth in this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.

- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused

to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, to the extent arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of the Contractor, its employees, subcontractors, or agents in the performance, or non-performance, of Services under this Agreement.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review,

acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Silicon Valley Power
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at svpcontracts@santaclaraca.gov,
gdougherty@santaclaraca.gov, and manager@santaclaraca.gov

And to Contractor addressed as follows:

Bellecci & Associates, Inc.
Attention: Daniel Leary
7077 Koll Center Parkway, Suite 210
Pleasanton, CA 94566
daniel@bellecci.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"

BELLECCI & ASSOCIATES, INC.
a California corporation

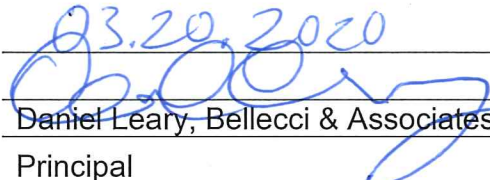
Dated: 03.20.2020
By (Signature): 
Name: Daniel Leary, Bellecci & Associates
Title: Principal
Principal Place of Business Address: 2290 Diamond Boulevard, Suite 100
Concord, CA 94520
Email Address: daniel@bellecci.com
Telephone: (925) 681-4885
Fax: (925) 685-4838
"CONTRACTOR"

EXHIBIT A

SCOPE OF SERVICES

1. GENERAL

- 1.1.** Silicon Valley Power (hereinafter “SVP” or “City”) is planning a continuing effort to upgrade and enhance the underground electrical distribution system to meet new customer demands and to maintain the reliability of the SVP distribution system. SVP will identify projects, including the scope and budget for each project, on as-needed basis pursuant to Approved Work Orders.
- 1.2.** Contractor will be responsible for completing the tasks and deliverables as set forth in Approved Work Orders. The scope of work for a typical project will generally follow the format provided herein.
- 1.3.** The projects herein are not funded by the State of California or the federal government.
- 1.4.** To the extent not inconsistent with this Agreement between the City and Contractor including this Scope of Services, the City’s SOQ 19-20-25 (including subsequent updates), Contractor’s proposal response dated December 5, 2019 and Contractor’s oral demonstration materials dated February 3, 2020 are hereby incorporated by reference herein, and shall supplement this Scope of Services and be subject to the terms and conditions of the Agreement.

2. APPLICABLE STANDARDS

- 2.1.** Consultant shall perform all work in compliance with all applicable rules, regulations, code, law, and good practice for public facilities. Some applicable City standards include, but are not limited to:
 - 2.1.1.** SVP Standard Document UG 1000, latest revision, “Installation of Underground Substructures by Developers.”
 - 2.1.2.** SVP Standard Document SD 1800, latest revision, “Estimate Drawings” is to be used as a guide for drawing formatting.
 - 2.1.3.** SVP Standard Document UG 1250, latest revision, “Encroachment Permit Clearances from Electric Facilities.”
 - 2.1.4.** City of Santa Clara ST-24, latest revision, “Trench Backfill and Pavement Replacement.”
 - 2.1.5.** City of Santa Clara ST-25, latest revision, “Soil Boring Backfill and Pavement Replacement.”
 - 2.1.6.** California Water Code Division 7, January 2014.

3. PROJECT MANAGEMENT

- 3.1.** Contractor shall be responsible for managing the project design schedule and budget. In addition, Contractor shall attend monthly progress meetings and prepare action item logs for subsequent follow-up. Contractor shall maintain frequent and

timely communication with City staff throughout the duration of the project. Schedule updates shall be provided at all progress meetings.

- 3.2. Contractor shall ensure quality assurance/quality control over work product prepared for the City. A statement of peer review will be required for overall constructability, coordination, and reasonable reduction in errors and omissions.
- 3.3. Contractor shall perform all engineering and project management related work necessary to prepare plans and specifications suitable for Public Works bidding.

4. PROJECT MANAGEMENT TOOL

- 4.1. Contractor and subcontractors shall utilize e-Builder, a web-based project management tool, or City's designated replacement for projects assigned under this agreement. Access to the project management tool will be provided by the City at no cost to the Contractor or its subcontractors. Contractor and subcontractors shall have the responsibility for utilizing the project management tool as necessary for the following: invoice submittal, potential change order submittals, change orders, Request for Information (RFI) submittals, correspondence, assigned tasks and other matters that transpire on the site as directed by City.
- 4.2. All documents (including as built drawings) shall be converted or scanned into the Portable Document Format (PDF) file and uploaded to e-Builder.

5. PLANS AND SPECIFICATIONS

- 5.1. Plans and specifications shall provide sufficient detail to result in a good quality product while allowing competitive pricing.
- 5.2. Plans and specifications for all projects shall not specify proprietary products or services.
- 5.3. Substructure design drawings for all projects must show the location and design of City facilities, both existing and proposed. The drawings must also include plan and profile drawings along with elevations.
- 5.4. Substructure design drawings for all projects must have detailed site plans, including roads, sidewalks, driveways, building outlines, landscape areas, existing and proposed utilities, the limits of the City right-of-way (ROW), and easements.
- 5.5. The drawings must include electrical cable pulling calculations when needed for the specific project.
- 5.6. An appropriate Professional Engineer's (PE's) stamp and signature is required on all drawings that will be included in the bid sets. The design must be approved and stamped by a licensed Electrical or Civil Engineer.
- 5.7. Design drawings must specify that salvage/trash be returned to the City for disposal. All salvage/trash will need to be stripped and separated into separate piles (e.g. metal, wood, etc.) for proper disposal.

- 5.8. City will provide asset numbers for all required assets. Contractor shall follow City's naming conventions for assets.

6. FIELD INVESTIGATIONS

- 6.1. Contractor shall perform adequate field investigations to confirm existing conditions including verifying public and private utility facilities during the design process.
- 6.2. Contractor shall coordinate with City to obtain as-built drawings and to access related requests for inspection of City equipment.
- 6.3. Contractor shall be responsible for underground locating and potholing for the designs.
- 6.4. Contractor shall provide surveying services during the design process.
- 6.5. Contractor shall provide soil testing services as required.
- 6.6. Contractor is responsible for leaving sites in a safe, clean and orderly manner after the field visits and at all times.
- 6.7. If a site is found to be in an unsafe or disorderly condition at any time, City will notify Contractor, and Contractor shall immediately correct the condition. If Contractor is unable to make the site safe and orderly, City will make the necessary corrections and charge Contractor. If Contractor makes the corrections, Contractor will be charged for City's time to investigate and stand-by. If a customer files a complaint and City responds and finds that the site is acceptable per City work practices, then Contractor will not be charged for City's time.
- 6.8. Contractor shall be responsible for obtaining any necessary encroachment permits when performing field investigations such as potholing or soil sampling. Contractor shall be responsible for leaving the worksite(s) in compliance with the encroachment or traffic permit. In areas outside the public right of way or where other permits do not specifically dictate, Contractor shall leave the worksite(s) in a safe, clean and orderly manner. Contractor shall cover and secure all excavations with barriers and flashing lights (or reflectors) set up to warn the public of the hazard.

7. DELIVERABLES

7.1. Substructure Design Drawings

Contractor shall submit hardcopies and digital copies (PDF and native format) of all documents, including but not limited to the following:

7.1.1. 30% Design Plans

- 7.1.1.1. 30% Design Submittal Package (plans, specifications, engineer's cost estimate, and project construction schedule).
- 7.1.1.2. 30% review meeting agenda and meeting minutes.

- 7.1.2. 65% Design Plans**
 - 7.1.2.1.** 65% Design Submittal Package (plans, specifications, engineer's cost estimate, and project construction schedule).
 - 7.1.2.2.** Written response to comments on the 30% Design Submittal Package. Response shall include all previous comments.
 - 7.1.2.3.** 65% review meeting agenda and meeting minutes.
- 7.1.3. 100% Design Plans**
 - 7.1.3.1.** 100% Design Submittal Package (plans, specifications, engineer's cost estimate, and project bid and construction schedule).
 - 7.1.3.2.** Written response to City comments on the 65% Design Submittal Package. Response shall include all previous comments.
 - 7.1.3.3.** 100% review meeting agenda and meeting minutes.
 - 7.1.3.4.** List of potential bidders in Microsoft Excel format, including the company's name, email address, contact number, and address of business.
- 7.2. Easement and Permitting Packages**
 - 7.2.1.** Application packages with all necessary supporting documentation.
- 7.3. Final permits and easements**
- 7.4. Bid Package**
 - 7.4.1.** Bid Set of full sized (size D) plans, stamped and signed on each sheet by the Engineer of Record and by discipline.
 - 7.4.2.** Written response to City comments on the 100% Design Submittal Package. Response shall include all previous comments.
- 7.5. Bidding Support**
 - 7.5.1.** Written clarifications and response to prospective bidders, if needed.
 - 7.5.2.** Addenda to the bid documents, if needed.
 - 7.5.3.** Written recommendation for award of contract, if needed.
 - 7.5.4.** Conformed construction documents, if needed.
- 7.6. Construction Support**
 - 7.6.1.** Shop drawing and submittal comments.
 - 7.6.2.** Request for Information (RFI) responses.
 - 7.6.3.** Site visit memoranda, as required.
 - 7.6.4.** Drawings and specifications for supplementing, clarifying, and/or correcting the contract documents and for design related change orders.

7.6.5. Change orders, as required.

7.7. Record Drawings and Final Punch List

7.7.1. Final punch list input and written recommendations for substantial and/or final completion.

7.7.2. Record drawings on a CD using AutoCAD, and one set electronic copy in PDF format.

7.7.3. CD containing PDF copies of all submittals received during construction phase.

8. 30% DESIGN PLANS

8.1. For the 30% Design Submittal Package, Contractor shall:

8.1.1. Follow the guidelines of the most current City Design Criteria and Standard Details (Submit three (3), ANSI Size D, hard copies).

8.1.2. Provide cover sheet and plan sheet with base mapping and preliminary details.

8.1.3. Prepare base maps for use in exhibits and contract drawings. Base maps shall be prepared in AutoCAD format for use and shall be used in subsequent design and construction document preparation. The City's preferred base drawing format is ANSI size "D" sized sheets at a legible scale.

8.1.4. Provide cut sheets for proposed equipment.

8.1.5. Document outreach with utility companies.

8.1.6. Update project schedule and add a probable project construction schedule.

8.1.7. Provide 30% engineer's estimate.

8.1.8. Prepare a brief memorandum of determination of the project's CEQA needs including statement if the project is exempt. If a Negative Declaration or Environmental Impact report is required, the preparation of said document shall be added to the Contractor's scope of work for the project.

8.1.9. Create a table of contents list for technical specifications.

9. 65% DESIGN PLANS

9.1. Contractor shall perform engineering and design activities to develop a 65% level of completion construction documents and plans. A 65% level of completion is considered as plans, specifications, and estimate submittal that are generally complete including all major work items and necessary details that are sufficient to allow thorough and complete review by City. Review of the 65% submittal will identify and raise potential issues for resolution in subsequent submittals.

9.2. The 65% Design Submittal Package shall follow the guidelines of the most current City Design Criteria and Standard Details and shall include plans, specifications, engineer's cost estimate, and probable project construction schedule, in accordance with the following:

- 9.2.1.** 65% specifications
- 9.2.2.** Technical specifications
- 9.2.3.** Special provisions, with recommended changes in track changes format. The special provisions shall also include the following:
 - 9.2.3.1.** Bid item descriptions and measurement and payment provisions
 - 9.2.3.2.** A list of minimum required submittals during construction
 - 9.2.3.3.** A table listing all inspections (including any special inspections and materials testing) and associated responsibility
- 9.2.4.** A table list of materials identifying the following:
 - 9.2.4.1.** Long lead-time materials (materials with a delivery time equal to or greater than two (2) months)
 - 9.2.4.2.** Any items requiring warranties, and associated warranty periods
- 9.2.5.** 65% project schedule update with probable project construction schedule.
- 9.2.6.** 65% construction cost estimate in the form of the bid schedule.
- 9.2.7.** Resolution of utility conflicts or a timeline for resolution of issues
- 9.2.8.** CEQA exemption documentation, if required, suitable for filing at the Santa Clara County Recorder's Office.
- 9.2.9.** Responses to the City's review comments on the 30% Design Submittal Package, along with return of mark-ups.
- 9.2.10.** Other supporting documentation as necessary for the specific project such as: Storm Water Pollution Prevention Plan, documentation of starting permits necessary for the consultant, calculations or reports, list of information available to bidders, etc.

10. 100% SUBMITTAL

For the 100% Design Submittal Package, Contractor shall:

- 10.1.** Address all issues, prior comments, and concerns in this submittal. Contractor shall submit three (3) ANSI size "D" hardcopies.
- 10.2.** Finalize the plans, specifications, engineer's cost estimate, and construction schedule based on the comments from City. All outstanding comments and issues from previous submittals shall be incorporated into the 100% Construction Document Package. The 100% Bid Set documents shall be considered as complete with no future revisions planned nor deemed necessary.
- 10.3.** Submit 100% Construction Document Package (includes final plans, special provisions, technical specifications, and engineer's cost estimate). Hard copy shall be printed single-sided only.
- 10.4.** Conduct a quality control (QC) review of the submittal in accordance with Contractor's Quality Assurance/Quality Control (QA/QC) program.

10.5. Perform a peer review with a certification statement and signature on the cover sheet. The professional shall sign, date and seal the following Certification of Peer Review on a letterhead document with the transmittal of the final plans and specifications:

10.5.1. "The undersigned hereby certifies that a professional peer review of these plans and the required designs was conducted by me, a professional engineer with expertise and experience in the appropriate fields of engineering equal to or greater than the Engineer of Record, and that appropriate corrections have been made."

10.6. Review previous projects of agencies near the City and prepare a list of potential bidders for the project.

10.7. Reviewed bid instructions

10.8. Update project schedule.

11. BID PACKAGE

For the Bid Package, Contractor shall:

11.1. Submit two (2) hard copies of full sized (ANSI size D) plans, stamped, dated and signed on each sheet by the Engineer of Record and by discipline for City's approval signatures.

11.2. Submit one (1) hard copy of the technical specifications, printed single-sided only, with cover sheet stamped, dated, and signed by all necessary disciplines.

11.3. Incorporate all City's final comments and redlines from the 100% Design Submittal Package.

11.4. Submit copies and digital format (PDF and native format) of each document.

11.5. Provide final construction cost estimate.

11.6. Update project schedule.

12. BIDDING SERVICES

12.1. Contractor shall attend pre-bid meetings, respond to all bidder's requests for information (RFIs), support the City's coordination efforts to inform plan-holders of significant responses to RFIs, and prepare addenda, as necessary.

12.2. Contractor shall assist City in evaluating bids and preparation of recommendation letter toward the contract, if needed.

12.3. Contractor shall prepare a conformed set of documents that incorporate any addenda into the documents.

13. CONSTRUCTION SUPPORT

- 13.1.** City will have primary responsibility for construction management and inspection. Contractor's point of contact will be the City's project manager, not the construction contractor.
- 13.2.** Contractor shall at a minimum provide or perform the following:
 - 13.2.1.** Attend and prepare information for an internal handoff meeting from the Contractor's design team to the City's project management team.
 - 13.2.2.** Address possible construction pitfalls and items to be aware of (such as special working hours, shortened timelines for submittal reviews, etc.)
 - 13.2.3.** Attend pre-construction meetings.
 - 13.2.4.** Participate in the final inspection and development of punch lists.
 - 13.2.5.** Respond to RFIs, which includes clarifying or providing revisions or additional detail where necessary on the plans and specifications. Response to RFIs shall be timely in order to avoid construction delays and claims.
 - 13.2.6.** Review and respond to all submittals within the period allocated in the contract documents and as necessary to avoid construction delays and claims
 - 13.2.7.** Review any proposed substitutions for conformance to plans and technical specifications
 - 13.2.8.** Provide revised drawings as required to reflect changes.
 - 13.2.9.** Coordinate with relevant parties to respond to design related field inquiries during construction.

14. PERMIT AND EASEMENT PACKAGES

- 14.1.** Contractor shall research permit requirements of the City and of any other agencies, whose jurisdiction the project falls under, and prepare the permits for submittals. The permits may include but are not limited to traffic control, encroachment permits, and access agreements.
- 14.2.** Contractor shall be responsible for obtaining required permits, to be issued to City, necessary to bid and construct the project. City will pay permit fees either at submittal or through a pass-through item on Contractor's invoice.
- 14.3.** Contractor shall provide each permitting agency with a project description including the appropriate project plans along with the permitting applications and any necessary supporting documentation.
- 14.4.** Contractor shall submit the permitting package to City for signature and Contractor shall submit to the permitting agencies.
- 14.5.** Contractor shall respond in writing to all questions and comments raised by the permitting agencies. Copies of comments and/or questions received and draft responses shall be submitted to City for approval prior to submittal to the agencies.

- 14.6.** Final permit requirements shall be incorporated into the project's contract documents.
- 14.7.** The following is a list of potential permits that may be required for the project. If additional permits are required or if additional agencies are identified other than those on the list below, they shall be considered included as part of the base scope of services and not as additional services.
 - 14.7.1.** Santa Clara County Department of Roads and Airports (Encroachment Permit)
 - 14.7.2.** Valley Transportation Authority (Encroachment Permit)
 - 14.7.3.** City of Santa Clara (Encroachment Permit)
 - 14.7.4.** City of San Jose (Encroachment Permit)
 - 14.7.5.** Caltrans (Encroachment Permit)
- 14.8.** For permits that are required to be obtained by the City's construction contractor after contract award, Contractor shall coordinate and make necessary arrangements with the permitting agency during design to ensure the project will be permitted when City's construction contractor applies for the permit.
- 14.9.** Contractor shall submit permits at the appropriate time and within the project schedule to ensure permits are issued and incorporated into the construction documents prior to bid.

15. EASEMENT DRAWINGS/ DOCUMENTS

- 15.1.** Contractor shall prepare easement documents, legal descriptions, and exhibits. Contractor shall coordinate with City to complete the easement acquisition process including getting signatures from owner, etc.

16. DELIVERABLE REVIEW AND COMMENTS

- 16.1.** City will circulate the 30%, 65% and 100% Design Submittal Packages to internal City departments for comments. Contractor shall be responsible for submitting the packages to external stakeholders if required. Contractor shall prepare written responses to all comments received. All redlined drawings shall be returned with Contractor's response on the redlined drawings. Contractor shall be responsible for resolving comments from each commenter and shall identify to City any comments that cannot be resolved. Contractor shall conduct a review meeting with City to discuss comments and gain concurrence as to how the drawings shall be revised as appropriate to incorporate City's comments. The review meeting will be held at City's designated location.
- 16.2.** The review shall encompass but not be limited to the following areas:
 - 16.2.1.** Conformance to approved formats, criteria, specifications, & professional standards of practice.
 - 16.2.2.** Adequacy, clarity, and ease of interpretation
 - 16.2.3.** Constructability

- 16.2.4.** Compatibility of design discipline interfaces
- 16.2.5.** Errors and discrepancies
- 16.2.6.** Coordination with related designs and project elements
- 16.2.7.** Integration of design disciplines
- 16.2.8.** Incorporation of design changes
- 16.2.9.** Conformance to required environmental mitigation

17. RECORD DRAWINGS AND PROJECT CLOSE OUT

- 17.1.** Upon request by City and in accordance with any bid documents, Contractor shall assist City in determining if the project is ready for the stage of completion requested by the construction contractor (substantial or final completion).
- 17.2.** Contractor shall attend the final walkthrough to provide input to the final “punch list” and help determine if the work is ready for City acceptance. Contractor shall provide City with a written recommendation based on its determination of completion.
- 17.3.** At final completion of each project, Contractor shall provide City with one (1) set of reproducible record drawings and digital copies of said drawings that reflects the changes to the work during construction based upon marked-up prints, drawings, and other data furnished by the construction contractor, City, and other Contractors. If Contractor adds additional sheets to the plans, these shall be properly numbered, properly referenced on other affected drawings, and included in the drawing sheet index.
- 17.4.** Contractor shall provide a complete set of the record drawings and all X-ref files “bound,” including other associated fonts, plot style files on AutoCAD, including electronic copies in PDF format. Contractor may, at its own expense, prepare and retain a copy of each drawing for its permanent file.
- 17.5.** Contractor shall participate in a “lessons learned meeting” with all parties at the end of each project.

18. SCHEDULE

- 18.1.** A typical project shall contain at least the following milestones along with the delivery dates for the items in the Deliverables section.
 - 18.1.1.** City will issue a job package to Contractor.
 - 18.1.2.** Upon receipt of a job package, Contractor shall review the job particulars and respond within two (2) weeks with an estimated cost and schedule for City approval. The schedule shall include any deadlines set by City. As a baseline, a job of normal complexity and size is expected to be done within three (3) months.
 - 18.1.3.** Upon City’s issuance of an Approved Work Order, Contractor shall contact City to schedule a meeting for the initial project review and identify any information that City can provide which was not included in the initial packet that will be required to complete the project.

18.1.4. Contractor shall schedule a field visit to the site.

18.1.5. Contractor shall allow sufficient time in the schedule to ensure that each design drawing submittal is thoroughly reviewed and approved by City.

19. OUTAGES/CLEARANCES

19.1. During the design phase, Contractor shall coordinate with City to identify and sequence outages or clearances that would be required to complete the project.

20. MATERIALS AND EQUIPMENT

20.1. Contractor shall be responsible for providing all equipment needed to complete the assigned work.

20.2. City will not provide any hand or power tools to Contractor.

EXHIBIT B SCHEDULE OF FEES

1. MAXIMUM WORK ORDER COMPENSATION

The maximum compensation shall be as set forth in each Approved Work Order (Maximum Work Order Compensation). No services will be performed unless both Parties execute an Approved Work Order outlining the services requested and the compensation agreed for such services.

2. TIME AND MATERIAL

Where the basis of compensation is time and materials, the project cost shall be calculated using the following hourly rates:

Job Title	Hourly Rate
Principal	\$240
Project Manager	\$206
Professional Engineer	\$198
Senior Engineer	\$174
Design / Associate Engineer	\$156
Assistant Engineer	\$146

Contractor may request adjustments to the hourly labor rates on each anniversary during the term of the agreement. Price adjustments will be made in accordance with the percentage change in the Consumer Price Index (CPI-U) for All Urban Consumers for the San Francisco-Oakland-Hayward area, published by the U.S. Bureau of Labor Statistics. The price adjustment will be determined using the 12-Month Percent Change with a base period of 1982-1984=100.

3. FIXED FEE

Where services are provided for a fixed price, the total fees for the services shall be the amount set out in the Approved Work Order.

4. REIMBURSABLE EXPENSES

Any reimbursement to the Contractor is limited to the expenses set forth below in the Reimbursable Expense Schedule. The City will reimburse these expenses at actual cost only unless a markup is specified.

Reimbursable Expense Schedule		Mark Up
1.	The cost of mailing, shipping and/or delivery of any documents or materials.	No Markup
2.	The cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup
3.	The rental of any specialized equipment to the extent the City has preapproved, in writing, the cost of such rental.	As specified, not to exceed 10%
4.	Other reimbursable expenses with prior written approval from the City (e.g., permit fees)	No Markup

5. INVOICING

- 5.1.** Contractor shall render invoices in accordance with the fees, payment schedule, and other terms and conditions specified in the applicable Approved Work Order. If Contractor is entitled to reimbursable expenses, the invoice will include such expenses and/or costs associated with the Work completed during the invoice period.
- 5.2.** 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 during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Contractor's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at

least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of one million dollars (\$1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Contractor. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per claim or two million dollars (\$2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.
3. Cancellation.
 - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
 - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to

limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be e-mailed 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
Email address: ctsantaclara@ebix.com

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

EXHIBIT D LABOR COMPLIANCE ADDENDUM

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

A. Prevailing Wage Requirements

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov and are on file with the City Clerk's office, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.
2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.
3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov.
4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.
5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by the City or its designee including, but not limited to: certified

payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.
7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors **MUST** be a registered "public works contractor" with the DIR **AT THE TIME OF BID**. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.
9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those who fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.
10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.
11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

B. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is

practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

C. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.
2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.
3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violation identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.

EXHIBIT E

SAMPLE WORK ORDER FORM

This Work Order is issued by the City of Santa Clara acting by and through its **Electric Utility, Silicon Valley Power** (the "Department") to the contractor listed below. This Work Order shall constitute a binding legal contract between the Department and Contractor pursuant to the terms of the Agreement referenced below. In the event of any inconsistency between this Work Order and the Terms and Conditions of the Agreement, the Terms and Conditions of the Agreement shall govern and control.

PART A: GENERAL INFORMATION

Work Order No.:		<input type="checkbox"/> Original <input type="checkbox"/> First Revised <input type="checkbox"/> Second Revised <input type="checkbox"/> Other _____
Contract No.		
Contractor Name/Address:		
Master Agreement Name:		
Expiration Date of Agreement:		
Contractor's Project Manager:	Name:	Email:
City's Project Manager	Name:	Email:
Period of Performance for this Work Order:	Start Date:	Expected Completion Date:
Maximum Work Order Compensation:		
Sufficient funds are available in Fund #: (to be completed by City)		
Signatures:		
Contractor Name [Print]: _____		Date: _____
_____ <i>Signature</i>		
City's Project Manager [Print]: _____		Date: _____
_____ <i>Signature</i>		
City's Department Director Name [Print]: _____		Date: _____
_____ <i>Signature</i>		

PART B: SERVICES TO BE PERFORMED FOR WORK ORDER

1. REVISED WORK ORDER

- ☐ No
☐ If yes, provide a brief description of the change(s).

2. SCOPE OF WORK TO BE PERFORMED

The Contractor shall perform the service(s) described below in accordance with all of the Terms and Conditions of the Agreement. (Insert a detailed scope of work below or attach as a separate file.)

3. COMPENSATION

- a. **Basis of Compensation:** ☐ Time & Materials ☐ Fixed Fee
- b. **Reimbursable Expenses:**
☐ No expenses are reimbursable.
☐ Expenses are separately reimbursable in the maximum amount of: _____
- c. **Payment Schedule:** ☐ Monthly ☐ Completion of Deliverable/Milestone ☐ Completion of Work
- d. **Payment Terms.** Provide payment terms below or attach as a separate file.



Agenda Report

20-591

Agenda Date: 7/7/2020

REPORT TO COUNCIL

SUBJECT

Action on an Agreement for General Chemistry Laboratory Services with McCampbell Analytical, Inc.
[Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure]

BACKGROUND

The City of Santa Clara (City) owns and operates a drinking water distribution system consisting of seven water storage tanks, three imported water connections, 21 active groundwater wells, and 34 dedicated water quality sampling stations. The City provides drinking water to a residential population of approximately 130,000 as well as commercial, institutional, and industrial customers within City limits. The City also provides recycled water service throughout a large portion of the City for approved non-potable uses.

To ensure the quality and safety of the City's drinking water sources, and to remain in compliance with the California Code of Regulations (Title 22, Chapter 15), the City is required to sample and test its water sources on a regular, routine schedule for a multitude of constituents. Additionally, non-routine/emergency samples are to be taken as necessary.

DISCUSSION

The City issued a Statement of Qualifications (SOQ# WA-WS 1) via BidSync, the City's e-procurement system on October 29, 2019, to procure the services of a qualified, State-certified laboratory to conduct general chemistry water quality testing for the City. Additional analyses from non-routine sample collections related to potable water, recycled water, storm water, and wastewater were additional requirements included in SOQ.

Two (2) submittals were received. The submittals were reviewed and ranked by an evaluation team consisting of Water and Sewer Utilities staff: Assistant Director of Water and Sewer Utilities, Compliance Manager, and Water Resource Planner. The submittals were evaluated based on the firm's qualifications and relevant experience, project approach, schedule, and cost. Evaluation scores for the submittals received are as follows:

Criteria	Max Points	Eurofins	McCampbell Analytical
Experience of Firm	35	21	23
Experience of Team/Availability	35	32	30
Cost	30	22	30
Total Score	100	75	83

Based on staff's evaluation, McCampbell Analytical, Inc. is recommended to provide general chemistry laboratory services for the City.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" with 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 reasonable foreseeable indirect physical change in the environment.

FISCAL IMPACT

The initial term of the Agreement is five (5) years beginning on or about July 1, 2020 and ending on or about June 30, 2025, at a cost of \$228,835, with an additional 10% contingency (up to \$22,884) to cover any additional water quality analyses as needed, for a total not-to-exceed amount of \$251,719. The compensation amount is based on a forecast of the number of tests required over the five year term, multiplied times the unit price for each test. There is sufficient funding in the Water and Sewer Utilities Department's Water and Sewer Utilities Operating Budget for Water Quality to cover this agreement.

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

1. Approve and authorize the City Manager to execute the Agreement for General Chemistry Laboratory Services with McCampbell Analytical, Inc. for an initial term starting on July 1, 2020 and ending on June 30, 2025, at a cost of \$228,835 with an additional 10% contingency amount of \$22,884, for a total maximum not-to-exceed amount of \$251,719, subject to the appropriation of funds;
2. Authorize the City Manager to execute amendment(s) to the Agreement to make minor adjustments to testing protocols or in the event that testing requirements exceed the forecast, subject to the same Agreement terms and unit pricing, and the appropriation of funds; and
3. Authorize the City Manager to exercise up to two additional one-year term options through June 30, 2027, subject to the same agreement terms and unit pricing, and the appropriation of funds.

Reviewed by: Gary Welling, Director, Water and Sewer Utilities Department

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Agreement for General Chemistry Laboratory Services with McCampbell Analytical, Inc.

**AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
MCCAMPBELL ANALYTICAL, INC.**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and McCampbell Analytical, Inc., a California Corporation (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to secure the services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions

of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

- A. Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the Initial Term of this Agreement shall begin on July 1, 2020 and terminate on June 30, 2025.
- B. After the Initial Term, the City reserves the right, at its sole discretion, to extend the term of this Agreement for up to two additional one-year terms through June 30, 2027 ("Option Periods"). City shall provide Contractor with no less than thirty (30) days prior written notice of its intention to exercise its option to extend the term of this Agreement.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." Based on the

estimated annual cost to provide services, the maximum compensation of this Agreement during the Initial Term is two hundred fifty-one thousand, seven hundred nineteen dollars (\$251,719), subject to budget appropriations. During the Option Periods, if exercised by the City, compensation for services shall continue at the per-service prices listed in Exhibit B, subject to budget appropriations. These amounts include 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: Water and Sewer Utilities
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at DAsuncion@santaclaraca.gov, and
manager@santaclaraca.gov

And to Contractor addressed as follows:

Rosa Venegas
McC Campbell Analytical, Inc.
1534 Willow Pass Road
Pittsburg, CA 94565
(925) 252-9262
and by e-mail at rosa@mcccampbell.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"

MCCAMPBELL ANALYTICAL, INC.
a California corporation

Dated: _____

By (Signature): _____

Name: _____

Title: _____

Principal Place of
Business Address: 1534 Willow Pass Road, Pittsburg, CA 94565

Email Address: _____

Telephone: (925) 252-9262

Fax: (925) 252-9262

"CONTRACTOR"

EXHIBIT A SCOPE OF SERVICES

A. GENERAL

1. Contractor shall provide all labor, materials, tools, and equipment required to perform bacteriological water quality lab services.
2. Contractor shall maintain a valid State Water Resources Control Board (SWRCB) certification during the life of this Agreement. Contractor shall provide proof of current certification upon request by the City.
3. Contractor shall perform the required services in accordance with State and Federal Environmental Protection Agency (EPA) requirements, as well as all other applicable governmental regulations, customary quality standards and accepted best practices for the type of work being performed.
4. Contractor shall be responsible for transporting samples to and from destination sites; providing sample containers; and furnishing all equipment and facilities required for analysis, report preparation and Electronic Data Transfer (EDT includes City and various regulatory agencies as necessary, including, but not limited to the SWRCB and EPA).
5. Any additional analysis from non-routine sample collections relating to potable water, recycled water, storm water, and wastewater in accordance with the pre-determined schedule and procedures described herein are also included in this scope of services.

B. ENVIRONMENTAL LABORATORY ACCREDITATION PROGRAM (ELAP) CERTIFICATION

1. The contractor shall possess and maintain ELAP accreditation for all required fields of testing per the contaminants specific in this Exhibit A.
2. The Contractor shall submit proof of accreditation to the City for all required fields of testing and shall also submit documentation of accreditation renewal when renewal takes place.
3. The Contractor shall notify the City within 24 hours of receiving State notification that any ELAP accreditation is revoked or expires.

C. DESCRIPTION OF REQUIRED SERVICES

Project Coordination

1. The Contractor shall coordinate with the City to ensure that all scheduling of sample pick up and analysis meets SWRCB requirements and regulatory deadlines.

2. The Contractor shall dedicate a project manager who will be directly responsible for the management of the Agreement and who is the primary contact for the City.
3. The Contractor shall also provide the City with designated contacts within the organization including emergency telephone numbers and email addresses.
4. The Contractor shall conduct testing and reporting of water samples according to the requirements contained herein.
5. Any additional analyses/services available by the Contractor (other than those specifically bid) and requested by the City shall be compensated in accordance with a quote provided by the Contractor prior to sample collection/services performed. (See "Optional Services" below.)
6. Special samples may be requested by the City at any time and the Contractor will conduct testing and reporting on special samples on weekends, holidays, and after normal business hours as needed.
7. The City reserves the right to change the number of samples collected for testing.

Sampling Materials

1. The Contractor shall supply all materials and equipment for collection and handling of samples at no additional charge (e.g., sample containers, preservatives, coolers, synthetic ice, labels, travel blanks, field blanks, chain of custody forms, etc.).
2. All sample coolers and synthetic ice shall be disinfected by the Contractor prior to City use.
3. Contractor is responsible for reviewing the sampling schedule submitted by the City and shall provide the sample bottle(s) three (3) weeks in advance of the scheduled sample date.

Sample Schedule and Process

1. The City will provide the annual sampling schedule in advance. "Routine sample" is defined as a sample originally listed as shown on the sampling schedule.

Sample Pick-Up and Transport

1. The City will conduct sampling and provide samples to the lab courier at a designated City address. The Contractor shall be the courier service coordinator ensuring that samples are picked up in a timely manner when

contacted by the City, adhering to all lab methods and regulatory requirements for sample holding time.

- a. The Contractor shall provide courier service to pick up samples at a City location (either 1500 Warburton Avenue or 1715 Martin Avenue Santa Clara, CA) on the day the samples are taken unless otherwise specified by the City.
 - b. Weekday sample pickup shall be during normal business hours
2. The Contractor is responsible for the safe and secure handling of the samples after they have been relinquished by the City. Contractor shall ship, receive, and analyze within hold time requirements of each applicable analytical method.
 3. Samples are to remain in separate City-designated coolers and not be consolidated with other Agencies' samples during transport. Samples are to be handled only by qualified Contractor personnel. Sample transport coolers will be separately designated for drinking water samples and non-drinking water samples
 4. Any other frequencies of pickup and delivery will be on an "as instructed basis" by the City. Rush samples may occasionally be required any day of the week.
 5. The cost of routine transportation of samples is included in the price of Required Services.

Analysis of Samples

1. Contractor shall analyze all samples immediately upon receipt
2. Analysis of samples collected shall be performed only by qualified Contractor staff in accordance with current applicable provisions of the State of California Environmental Health Regulations, as set forth in Title 22 of the California Code of Regulations, and the regulations of the federal EPA, as set forth in Title 40 of the Code of Federal Regulations.
3. Methods shall be as described in the current version of 'Standard Methods for the Examination of Water and Wastewater,' or as specified by the EPA or SWRCB, and must be reviewed and approved by the City prior to its use by the Contractor.
4. The Contractor shall provide immediate notification of any quality assurance/quality control failures.
5. If the Contractor experiences any issues with any sample where resampling is required, the City shall be notified within 24 hours.

6. Laboratory analysis for the specified contaminants shall be conducted in accordance with current methods approved by the EPA.
7. The Contractor shall not release any data with anomalies until approved by the City.
8. The Contractor shall notify the City immediately of any non-compliant sample results.
9. No subcontracted companies may be used for sample analysis unless approved in advance by the City.
10. The City reserves the right to revise analysis parameters.

Preparation and Submittal of Required Reports

1. Reports shall be prepared and delivered to the City electronically via e-mail.
2. The Contractor shall analyze and report constituents as indicated under the California Environmental Health Regulations, Title 22 of the California Code of Regulations, Division 4, Chapter 15.
 - a. The Contractor shall comply with all State and Federal regulations and guidelines relating to notification of test results in excess of the respective constituent's Maximum Contaminant Level (MCL) or other regulatory limit.
 - b. The Contractor shall notify the City contact by phone within 24 hours of any general chemistry test result which falls out of the Secondary MCL for that constituent.
 - c. All test results less than the Detectable Limit for Purposes of Reporting (DLR) shall be reported as non-detect.
 - d. Reports for general physical analyses must be delivered to the City within seven calendar days of sample date, unless otherwise approved in advance by the City. All other reports for samples taken during a given month shall be delivered to the City within three weeks, unless otherwise approved in advance by the City.
 - e. Report for "General Physical" shall include results for "Color, Odor, and Turbidity" for each sample location.
3. The Contractor shall submit the required data to SWRCB via Electronic Data Transfer (EDT) at no additional charge. Verification of successful EDT shall be delivered to the City electronically via e-mail upon receipt of verification.
 - a. Contractor shall have the capability to transfer data electronically to regulatory agencies. Reports for all samples taken in a calendar month

which require electronic transmittal to a regulatory agency or database must be transmitted to that agency during the timeframe designated by their respective regulations (Title 22 CCR, etc.).

- b. Contractor is required to provide the City with State electronic data transfer (EDT) form(s) for all state-reported samples.
- 4. Additional reports, which are customary or required by applicable regulations, shall be included.
- 5. Analysis and reports provided to the City shall be prepared in a professional manner and suitable for review.

D. OPTIONAL SERVICES

City Staff Training: The Contractor shall administer training to City staff on as-needed basis and review of City Standard Operating Procedures. Training shall include information on: the proper handling and storage of sampling bottles, best management practice techniques for pulling water samples, preservation of samples waiting for transport, preparing water samples for transport to ensure the water sample arrives at the lab in good condition and at an adequate temperature for testing and proper chain of custody documentation.

Sampling Services: If requested by the City, the Contractor shall take specified samples from designated locations other than those locations listed under Required Services above. All sampling shall be in accordance with water quality sampling best practices and any specific sampling requirements for the specific contaminant being analyzed. The Contractor is then responsible for sample transportation, analysis and reporting per the regular laboratory services. Contractor shall also be able to accommodate non-routine (special, rush and repeat) sample(s) pickup on any business day as needed by the City.

Contractor will be compensated for such optional training, sampling services and non-routine sample(s) pickup based on the fee schedule quoted by Contractor at the time of the City's request for the optional services.

EXHIBIT B
SCHEDULE OF FEES

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City. City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.

A. REQUIRED SERVICES

General Chemistry Tests Required

Water Quality Tests

ITEM	METHOD	FREQ.	QTY. ¹	Turnaround Time (days) ²	Price
1. IDSE					
"THMs"	EPA 524.2	4	8	10	\$50.00
"HAA5"	SM 552.2	4	8	10	\$95.00

2. Annual Compliance					
Nitrates	EPA 300.0A	1	26	5	\$12.00

3. Triennial, Title 22					
General Mineral/IOC secondary	various	1	9	15	\$200.00
Cyanide	SM4500CN-F	1	9	15	\$48.00
Perchlorate	EPA 314.0	1	9	15	\$42.00
General Physical	various	1	9	15	\$95.00
Volatile Organic Chemical	EPA524.2	1	9	15	\$80.00
Synthetic Organic Chemical	EPA 525.2	1	9	15	\$170.00
Glyphosate	EPA 547	1	9	15	\$95.00
Dioxin	EPA 1613	1	9	15	\$275.00
Diquat	EPA 549.2	1	9	15	\$95.00
EDB & DBCP	EPA 524.2	1	9	15	\$55.00
Endothall	EPA 548.1	1	9	15	\$95.00
Pesticides & PCBs	EPA 505	1	9	15	\$95.00
Carbamates	EPA 531.2	1	9	15	\$120.00
Herbicides	EPA 515.3	1	9	15	\$110.00
Radiological - Gross alpha	EPA 900.0	1	9	15	\$60.00
1,2,3 - Trichloropropane	various	1	9	15	\$80.00
Hexavalent Chromium	EPA 218.6/218.7	1	9	15	\$30.00

4. Lead and Copper					
60 Homes, Lead	EPA 200.8	1	60	Standard	\$10.00
60 Homes, Copper	EPA 200.8	1	60	Standard	\$10.00

5. UCMR4					
Metals	EPA 200.8	2	26	Standard	\$20.00
Pesticides	EPA 525.3	2	26	Standard	\$170.00
SOC	EPA 530	2	26	Standard	\$170.00
Alcohols	EPA 541	2	26	Standard	\$170.00
Microcystins	EPA 544	8	2	Standard	\$165.00
Cyanotoxins	EPA 545	8	2	Standard	\$220.00
Total Microcystins	EPA 546	8	2	Standard	\$85.00
HAA9	EPA 552.3	4	8	10	\$120.00

Continued next page

6. Asbestos					
Asbestos	EPA 100.1/2	1	6	15	\$175.00

Notes:

Due to variable nature of water quality regulations, testing is subject to change

¹ Number of sample points

² Unless otherwise noted

Annual General Chemistry All-inclusive Contract Price as described above: \$45,767.00
Total General Chemistry All-inclusive Contract Price for the Initial Term: \$228,835.00

B. OPTIONAL SERVICES

Additional analyses/services and pick-up/delivery fees for non-routine services, when requested by the City, shall be compensated in accordance with a quote provided by the Contractor prior to sample collection / services provided.

The total amount billed to City for Optional Services shall not exceed \$22,884.00 for the Initial Term.

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Contractor's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at

least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of one million dollars (\$1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Contractor. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per claim or two million dollars (\$2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.
3. Cancellation.
 - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
 - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to

limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.

City of Santa Clara Water and Sewer Utilities

P.O. Box 100085 – S2

or 1 Ebix Way

Duluth, GA 30096

John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.



Agenda Report

20-606

Agenda Date: 7/7/2020

REPORT TO COUNCIL

SUBJECT

Action on Amendment No. 2 to the Agreement for Services with Housing Trust Silicon Valley for the City's Below Market Purchase Program [Council Pillar: Promote and Enhance Economic, Housing and Transportation Development]

BACKGROUND

The City of Santa Clara has operated a Below-Market Price Purchase (BMP) Program since 1995 to assist low- and moderate-income families with achieving the goal of homeownership and to fulfill State mandates to produce housing for all income levels within Santa Clara. The City's BMP Program is administered by the City's Housing and Community Services Division, with certain functions delegated under a service contract to an outside entity.

The City updated its Housing Element in December 2014, and in February 2015 the California Department of Housing and Community Development determined that the City's Housing Element complies with state law. The Housing Element includes an affordable housing policy that requires "developers of residential developments of 10 or more units to provide at least 10 percent of their units at prices affordable to very low, low and moderate-income households." Specifically, under this policy, for-sale housing developers were required to designate at least 10 percent of the total units in an approved project as BMP units to be sold to qualified buyers.

Through the adoption of the City's Affordable Housing Ordinance in February 2018, the City's inclusionary requirement for homeownership projects increased from 10 to 15 percent. The new requirements expanded the production of affordable units through inclusionary requirements for both rental and for-sale residential projects and through the collection of impact fees for smaller projects and nonresidential projects. The Ordinance is intended to provide both a steady stream of inclusionary affordable housing units and revenue to fund the provision of affordable housing projects across the City.

In April 2018, the City conducted a competitive Request for Proposal process for administration services for the BMP Program. Through this process the Housing Trust Silicon Valley (HTSV) was selected and awarded a one-year agreement, with two one-year options to help administer the Program. Under the agreement with HTSV, the City administers the land use entitlement process and approval of a Developer Affordable Housing Agreement (AHA) and the agreement between the buyer and developer to purchase the unit at an affordable price. HTSV acts as the City's exclusive marketing agent for the sale of the BMP units and manages homebuyer workshops and applicant eligibility and qualification, and facilitates the sale of the BMP units. HTSV also has ongoing responsibilities for monitoring developer and homebuyer compliance with the BMP Program terms and for managing resale of the BMP units.

On June 25, 2019, City Council approved Amendment No. 1 to the agreement to execute option one to extend the agreement through June 30, 2020.

DISCUSSION

HTSV is among the largest housing trusts in the nation, financing affordable housing, assisting first-time homebuyers and providing homeless assistance grants. Nationally recognized for its efforts to make housing more affordable in the greater Silicon Valley/Bay Area, HTSV was the first non-profit Community Development Financial Institution (CDFI) to be rated by Standard & Poor's with a high investment grade rating of AA-, indicating HTSV's financial strength and reliability. In the last four years, HTSV has successfully assisted the City by administering and closing escrow on 30 BMP units and is preparing to market an estimated ten units that are scheduled to be completed this next fiscal year. As part of the Agreement, HTSV also maintains a program website, coordinates quarterly homebuyer workshops, oversees screening and eligibility, and maintains a waitlist of pre-approved prospective buyers.

The current agreement expires on June 30, 2020. Staff recommends amending the existing agreement by executing Amendment No. 2 of the agreement extending the term through December 1, 2020. HTSV has demonstrated the ability to successfully deliver services as described in the agreement and renewing the agreement with HTSV for the City's BMP Program will provide continuity of service for the marketing of upcoming for-sale units and enable the City to meet its performance obligations, as established in the City's Affordable Housing Ordinance for inclusionary housing with respective private housing developers. After December 1, 2020, HTSV will no longer be able to provide services as HTSV has shifted its mission focus and has communicated to the City that while they are willing to continue to provide services through December 1, to aid with the City's transition to a new service provider, they are not able to provide this service beyond that date. Staff will coordinate a competitive Request for Proposal process to obtain a new Contractor for these services after December 1.

The maximum compensation under the current agreement is \$364,850. Amendment No. 2 increases the maximum compensation by \$87,742 for a revised not-to-exceed compensation of \$452,592.

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

Amendment No. 2 extends the term of the agreement through December 1, 2020 and increases the maximum compensation by \$87,742 for a revised not-to-exceed compensation of \$452,592, subject to the appropriation of funds.

Funding for this agreement was included as part of the Adopted Fiscal Year 2019/20 and 2020/21 Biennial Operating Budget in the City's Affordable Housing Fund Contractual Services account.

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

Authorize the City Manager to execute Amendment No. 2 to the Agreement with Housing Trust Silicon Valley for administration services for the Below-Market Purchase Program to increase the amount of the agreement by \$87,742 and to extend the term of the agreement through December 1, 2020 for a revised not-to-exceed maximum compensation of \$452,592, subject to the appropriation of funds.

Reviewed by: Andrew Crabtree, Director, Community Development

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Amendment No. 2 to the Agreement with HTSV - BMP

**AMENDMENT NO. 2
TO THE AGREEMENT FOR THE PERFORMANCE OF SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
HOUSING TRUST SILICON VALLEY**

PREAMBLE

This agreement ("Amendment No. 2") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Housing Trust Silicon Valley, a California corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for The Performance of Services by and between the City of Santa Clara, California, and Housing Trust Silicon Valley," dated June 28, 2018 (Agreement);
- B. The Agreement was previously amended by Amendment No. 1, dated July 2, 2019, and is again amended by this Amendment No. 2. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and
- C. The Parties entered into the Agreement as Amended for the purpose of having Contractor undertake responsibilities for administering the City of Santa Clara Below Market Priced Program (BMP Program), and the Parties now wish to extend the term for an additional five months through December 1, 2020 for a revised not-to-exceed maximum compensation of \$452,592, subject to the appropriation of funds.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 5 of the Agreement as Amended, entitled 'Term of Agreement' is amended to read as follows:

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and shall terminate on December 1, 2020.

2. Section 11 of the Agreement as Amended, entitled 'Compensation and Payment' is amended to read as follows:

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and services rendered by Contractor at the rate per hour for labor and cost per unit for materials outlined in Revised Exhibit B-1, entitled 'Schedule of Fees.'

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month, subject to verification by the City. City will pay Contractor within thirty (30) days of City's receipt of invoice.

3. Exhibit A-1 of the Agreement, entitled "Scope of Services" is hereby amended to read as shown in Revised Exhibit A-1, attached and incorporated into this Amendment No. 2.
4. Exhibit B-1 of the Agreement, entitled "Fee Schedule" is hereby amended to read as shown in Revised Exhibit B-1, attached hereto and incorporated into this Amendment No. 2.
5. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 2, the provisions of this Amendment No. 2 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 2 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"

HOUSING TRUST SILICON VALLEY
a California corporation

Dated: _____

By (Signature): _____

Name: Julie Mahowald

Title: Interim Chief Executive Officer

Principal Place of Business Address: 75 East Santa Clara St., Suite 1350
San Jose, CA 95113

Email Address: julie@housingtrustsv.org

Telephone: (408) 436-3450 X225

Fax: (408) 436-3454

"CONTRACTOR"

REVISED EXHIBIT A-1
SCOPE OF SERVICES

1. Housing Trust Silicon Valley, (Contractor) will undertake responsibilities for administering the City of Santa Clara Below Market Priced Program (BMP Program) in accordance with all City and applicable federal and State regulations and shall conform to the provisions of the BMP Program Policies and Procedures Manual, as amended and adopted by the City of Santa Clara.
2. Contractor will assist with the marketing and sales of two upcoming units in the Catalina and One Lawrence Station developments.
3. Scope of services are as outlined below:

BMP Program Administration		\$36,222
BMP Program Policies and Procedures	Review and update, as necessary. Requires City approval prior to implementation.	
BMP Unit Compliance *List of BMP units to be provided by City. As of July 1, 2020, this list includes 136 units.	Develop and implement a monitoring plan to include monthly insurance monitoring, annual occupancy certification and report, as approved by the City. Report is due on or before December 31 st , 2020. The annual report will include the following: <ul style="list-style-type: none"> • Homeowner name and unit address • Current tenancy status based on homeowner re-certification • Recertification date • Status of monthly homeowner insurance renewal monitoring • Original sales date • Original purchase price • Unit affordability covenants and expiration date • Post-purchase counseling 	
BMP web page	Maintain and update web page. Post relevant BMP ownership housing and first-time homebuyer information and links to and from City's website.	
Forms	Review and revise forms to meet program requirements, as necessary.	
Lender Referrals	Refer BMP Program interested homebuyers to City preferred lenders for lender pre-approval.	
Wait List	Establish and maintain an application waitlist of pre-approved prospective buyers. Maintain waitlist records, including required information, for audit purposes. Annual update of waitlist to remove prospective buyers no longer	

	interested in the program, or prospect has moved and no longer able to contact, or prospect is no longer eligible for the program. Annually, provide updated waitlist to City. Annually, send summary of BMP Program to waitlist.
Marketing Collateral	Develop project specific marketing collateral. All collateral must be approved by the City prior to distribution. Contractor will provide City with invoice for reimbursement for any City-approved costs in excess of budget, including but not limited to printing and postage.
Homebuyer Education	Coordinate with local HUD-certified nonprofits that provide HUD-approved homebuyer education. Refer pre-qualified prospective buyers to partner agencies for attendance to the required 8-hour homebuyer education class.
Program Evaluation	Administer annual client and program evaluation survey of existing BMP homeowners and previous year applicants. Submit report to City for review.
Other Administrative Duties	Contractor will: <ul style="list-style-type: none"> • Schedule on-going monthly meetings with City staff • Annually provide list of active Board Members • Annually provide updated list of agency organization chart, including name, position and contact information • Post on website and marketing collateral BMP Program contact information, including name, title and contact information • Provide contract administration contacts, including contract manager, program manager and finance staff.
Timeline	July 1, 2020 to December 1, 2020
BMP Program Transactions	
	See Fee Schedule
Marketing and Outreach	Developer or City will notify Contractor no less than 180 days prior to estimated occupancy of new BMP units, including availability, location, number of units, unit size and sales price, amenities, and targeted income mix. Contractor will: <ul style="list-style-type: none"> • Develop project-specific marketing collateral • Respond to inquiries from prospective homebuyers and deliver BMP Program summary • Coordinate and administer homebuyer information workshops on a regular basis throughout the year • Administer preferred lender training and screening • Email campaign to preferred lenders

<p>Eligibility Screening and Pre-Qualification of Potential Homebuyers</p>	<ul style="list-style-type: none"> • Email campaign to BMP waitlist • Conduct program activities to build a potential pool of qualified homebuyers • Provide pre-qualification applications to interested prospects • Evaluate and process pre-qualification applications - collect required supporting documentation, including first lender pre-approval • Underwrite for program eligibility as outlined in BMP Policies and Procedures • Add to waitlist registry • Provide pre-qualified applicants with a Program Letter of Eligibility • Issue a Notice of Adverse Action to ineligible applicants • Update documents and information as necessary. • Refer to City staff any exception and appeal requests from applicants for review and recommendation for further action by Contractor.
<p>BMP Sale Application Coordination</p>	<p>After Developer and/or City notification of BMP unit availability and unit details, Contractor will:</p> <ul style="list-style-type: none"> • Notify the pre-qualified waitlist based on priority ranking • Conduct one-on-one pre-purchase counseling with selected prospective homebuyer • Notify City preferred lender and developer of selected buyer • Facilitate execution of Purchase Agreement between developer and selected buyer • Collect and review application and required purchase documents to ensure application completeness • Facilitate closing process with title company and City Staff • Prepare BMR documents for City review and signature • Issue a Notice of Adverse Action to ineligible applicants
<p>BMP Ranking/Lottery Coordination</p>	<ul style="list-style-type: none"> • Rank applications pursuant to the City's Priority Criteria • If necessary, Contractor will administer a lottery if more than one applicant meets the program eligibility criteria • Select a "Designated Buyer" and two "Alternate Buyers"

	<ul style="list-style-type: none"> • Notify highest ranked applicant and selected preferred lender and developer of ranking • Provide guidance to homebuyer in the application update process • Applicant will receive a reasonable “date certain” deadline to obtain required financing • If Designated Buyer is unable to obtain financing at an affordable cost or is unable to meet program requirements to purchase the BMP unit, the next highest ranked Alternate Buyer will be offered the unit. If the first Alternate is unable to purchase the unit, the second Alternate Buyer will be offered the opportunity to purchase the unit.
BMP Refinance /Subordination	<p>Existing BMP homeowners wishing to refinance their first mortgage on a BMP unit, Contractor will:</p> <ul style="list-style-type: none"> • Refer BMP homeowners to City staff for processing and issuing a subordination agreement, if applicable
Timeline	July 1, 2020 to December 1, 2020

REVISED EXHIBIT B-1 FEE SCHEDULE

1. Program Administration Fees

July 1, 2020 to December 1, 2020

\$7,244.33 per month

2. Transaction Fees

All Transaction fees will be reimbursed after unit sale or refinance. Application and Subordination fees are paid by applicant. Per sale fees not to exceed \$12,880 per unit. The City anticipates 2-4 units to sell during the term of this agreement.

Marketing and Outreach	\$5,150 per New BMP Unit
Pre-Qualification	\$567 per Household to HTSV
New or Re-Sale	(\$50 collected by HTSV and paid directly to the City by the applicant)
BMP Sale Application Processing	\$2,060 per Household to HTSV
New or Re-Sale	(\$500 collected by HTSV and paid directly to the City by the applicant)
BMP Re-Sale Coordination	\$2,060 per Re-sale
BMP Ranking/Lottery Coordination	\$1,030 per Offering

3. Maximum Compensation

The maximum amount for services provided under this Agreement through December 1, 2020 shall not exceed **Four Hundred Fifty-Two Thousand Five Hundred Ninety-Two Dollars and Zero Cents (\$452,592.00)**, subject to the appropriation of funds. Any additional services or materials requested by the City that would exceed the preceding amount will be addressed in an Amendment to the Agreement. The annual maximum not-to-exceed compensation is specified herein:

Description	Initial Year (7/1/18 - 6/30/19)	Option Year 1 (7/1/19 - 6/30/20)	Option Year 2 (7/1/20 - 12/1/20)
Program Administration Fees	\$74,400	\$84,400	\$36,222
Transaction Fees	\$97,600	\$108,450	\$51,520
Annual Total	\$172,000	\$192,850	87,742
Total Maximum Not-to-Exceed Compensation	\$452,592		



Agenda Report

20-623

Agenda Date: 7/7/2020

REPORT TO COUNCIL

SUBJECT

Approve and Authorize the City Manager to Finalize and Execute an Agreement with Golder Associates, Inc. for Operation, Maintenance, Monitoring, and Compliance Services for the Closed All Purpose Landfill and Technical and Construction Support for the Related Santa Clara Project and the Related Budget Amendment [Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure]

BACKGROUND

The City of Santa Clara (City) All Purpose Landfill was closed in 1993 and the City is required by multiple regulatory agencies to perform regular maintenance, monitoring and reporting. The landfill gas collection and control system at the closed All Purpose Landfill must operate continuously and be monitored and repaired on an ongoing basis to stay in compliance with Bay Area Air Quality Management District (BAAQMD) Regulation 8, Rule 34 and Synthetic Minor Operating Permit Condition requirements. The Regional Water Quality Control Board (RWQCB) mandates groundwater monitoring and reporting from groundwater and leachate monitoring wells, as well as from the San Tomas Aquino Creek surface waters through Waste Discharge Requirements (WDR). The City is also required by the Santa Clara County Department of Environmental Health, acting as the Local Enforcement Agent for the Department of Resources Recycling and Recovery (CalRecycle), to fix low spots caused by settlement that can lead to ponding and maintain the integrity of the cover and side slopes in accordance with Titles 17 and 27 of the California Code of Regulations and the Solid Waste Facility Permit.

Golder Associates Inc. (Golder) has been the service provider performing maintenance, monitoring, and reporting services for the closed All Purpose Landfill continuously since 2008. On September 26, 2017, Council approved a three-year agreement with Golder. The agreement contains tasks for routine operations, maintenance, monitoring and reporting, emergency repairs, construction support services, and support for the Related Santa Clara (Related) project. The support services include assistance in updating post-closure regulatory documents, review of design plans that impact the landfill gas collection and monitoring system, and participation in discussions with applicable regulatory agencies.

The agreement was amended on January 9, 2020 to increase the spending authority amount to \$1,557,000 (an increase of \$300,000). The current agreement with Golder to provide services will expire on September 30, 2020.

DISCUSSION

The services that Golder will provide under the new five-year agreement being considered are broken into eight tasks that are listed below.

- Task 1 - operation, maintenance, and monitoring services of the landfill gas collection system
- Task 2 - air quality and landfill gas compliance reporting
- Task 3 - water quality monitoring and reporting services
- Task 4 - non-routine and emergency compliance services
- Task 5 - technical support for Related Santa Clara's development project
- Task 6 - construction support for non-routine or emergency repairs and construction activities
- Task 7 - permitting support for the 5-year Solid Waste Facility Permit (SWFP) review due in 2024
- Task 8 - evaluation monitoring plan (EMP)

The tasks identified above are currently performed by Golder, but the scope has grown over the years as new WDRs have been issued and studies have been initiated to determine the feasibility of building on top of the closed landfill and the development of an EMP (Task 8) to assess chlorinated volatile organic compound releases. The existing landfill gas collection and monitoring and water quality monitoring systems will need to be expanded as Related starts construction activities on the Related Santa Clara project. Golder staff has and will continue to provide the City with subject matter expert review and comment on all plans and field studies associated with the development project and serve as a conduit between regulatory agencies, Related and its contractors, and City staff to obtain regulatory agency approval and/or concurrence on specific elements of the project.

The work covered under all tasks except for Task 5 will be paid out of the Solid Waste Capital Fund's Sanitary Landfill Development - Post Closure capital improvement program project. The technical support for Related Santa Clara development project under Task 5 will be paid from the Related Santa Clara Developer Fund and those costs will subsequently be reimbursed by Related. The rates for the first three years of the project will be held flat, after which they will be adjusted to be consistent with Golder's then standard rates, which are projected to increase by 7.8 percent compared to 2020 rates.

The City Attorney's Office, Department of Public Works, and Finance Department reviewed the scope of services and a determination was made not to request competitive proposals in accordance with Section 2.105.330(e)1 of the Santa Clara City Code, which provides an exception for contracts for specialized services from licensed professionals. Golder is currently reviewing a proposed revised landfill closure plan and Related's proposed construction methods, providing comments on concepts to remove and replace the landfill gas collection system, and developing an Environmental Management Plan (EMP) to enable the Related Santa Clara project to keep on track. The Related Santa Clara project would be delayed if the City were to seek competitive proposals and no other consultant would be familiar with all of the work done to date for the complex project.

Several key Golder staff members have extensive experience with the City's landfill closure documents from 1993 and have worked on subsequent post-closure projects for the site through other contractors over the years. Golder provides similar landfill gas collection system operations and maintenance and/or groundwater monitoring and reporting services for 22 closed and active landfill sites throughout the state. The site familiarity and historical knowledge enable Golder to provide

valuable contributions to the future development of the site.

This agreement is not a prevailing wage agreement because the Department of Industrial Relations has not made prevailing wage determinations for any of the Golder engineer, scientist, technician, draftsperson, or administrative support staff positions.

ENVIRONMENTAL REVIEW

The action being considered is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15301 "Existing Facilities," as the activity consists of the repair, maintenance or minor alteration of existing facilities involving no or negligible expansion of the use beyond that presently existing.

FISCAL IMPACT

The amount to be paid to Golder over the five-year term of the agreement is estimated to be \$4,541,000, which includes a 10 percent contingency. Appropriations of \$882,000 for FY 2020/21 and \$623,700 for FY 2021/22 are included in the FY 2020/21 and FY 2021/22 Biennial Capital Improvement Program Budget's Solid Waste Capital Fund - Sanitary Landfill Development - Post Closure project funded by solid waste customer charges. The agreement will also cover \$1,400,000 for Related Santa Clara project technical support over the five-year term, \$400,000 in FY 2020/21 and \$350,000 in FY 2021/22. A budget amendment of \$400,000 is needed to support this cost in the new Related - Other Development Project Services project in the Related Santa Clara Developer Fund for FY 2020/21. The Related Santa Clara development project charges will be billed to the City and reimbursed by Related. Future year contract amounts are subject to the appropriation of funds.

BUDGET AMENDMENT FY 2020/21

	Current	Increase/ (Decrease)	Revised
<u>Fund 540 - Related Santa Clara Developer Fund</u>			
<u>Revenues</u>			
Developer Contributions	\$162,062	\$400,000	\$562,062
<u>Expenditures</u>			
Related - Other Development Project Services (New)	\$0	\$400,000	\$400,000

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

1. Approve and authorize the City Manager to finalize and execute an agreement with Golder Associates, Inc. for operation, maintenance, monitoring, and compliance services for the closed All Purpose Landfill; and technical and construction support for the Related Santa Clara project for an amount not-to-exceed \$4,541,000 over the five-year term of the agreement, subject to the appropriation of funds;
2. Approve the FY 2020/21 budget amendment in the Related Santa Clara Developer Fund to recognize Developer Contributions in the amount of \$400,000 and establish the new Related - Other Development Project Services project in the amount of \$400,000 to support the agreement costs included for the Related Santa Clara project; and
3. Authorize the City Manager to make minor modifications to the agreement.

Reviewed by: Craig Mobeck, Director of Public Works

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Agreement

**AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
GOLDER ASSOCIATES INC.**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Golder Associates Inc. a Georgia 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, knowledge, experience, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum (if applicable)

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings,

whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on Effective Date of this Agreement and terminate on September 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

Not Applicable.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the knowledge and experience in the professional calling necessary to perform the Services, and its duties and obligations, 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 level of care and skill ordinarily exercised by other professionals currently practicing in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is four million-five hundred-forty-one thousand dollars (\$4,541,000), 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.

Contractor will bill the City on a monthly basis for services provided by Contractor during the preceding month, subject to verification by City. City will pay Contractor within thirty (30) days of City's receipt of invoice.

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 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: DPW-Street Division
1700 Walsh Avenue
Santa Clara, CA 95050
and by e-mail at DStaub@SantaClaraCA.gov, and
manager@santaclaraca.gov

And to Contractor addressed as follows:

Golder Associates Inc.
425 Lakeside Drive
Sunnyvale, CA 94085
and by e-mail at Kris_Johnson@golder.com
or by facsimile at (40) 220-9924

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"

GOLDER ASSOCIATES INC.

a California corporation/partnership/individual

Dated: _____

By (Signature): _____

Name: Jennifer Panders

Title: Principal

Principal Place of
Business Address: 425 Lakeside Drive, Sunnyvale, CA 94085

Email Address: Jennifer_Panders@golder.com

Telephone: (408) 420-9223

Fax: (408) 420-9224

"CONTRACTOR"

EXHIBIT A
SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are set forth in Section 2.0 Scope of Services of the Contractor's proposal entitled, "Proposal to Provide Landfill OM&M Services, Santa Clara All Purpose, Santa Clara, CA (Proposal P20139785) dated June 18, 2020, which is attached to this Exhibit A.



Golder Associates Inc.

425 Lakeside Drive, Sunnyvale
California, USA 94085
T: +1 408 220-9223 F: +1 408 220-9224

June 18, 2020

Proposal No. P20139785

Dave Staub

Deputy Public Works Director
City of Santa Clara
1700 Walsh Avenue
Santa Clara, California 95050

**RE: PROPOSAL TO PROVIDE LANDFILL OM&M SERVICES, SANTA CLARA ALL
PURPOSE LANDFILL,
SANTA CLARA, CALIFORNIA**

Dear Dave,

Golder Associates Inc. (Golder) is submitting this proposal to provide continued consulting services to the City of Santa Clara at the City's landfill. Golder has provided landfill consulting services to the City of Santa Clara (City) since 2008. Current Golder personnel have provided landfill consulting services to the City for over 30 years. The current agreement between Golder and the City for landfill consulting services terminates September 30, 2020.

On-going services that Golder provides to the City include landfill operation, maintenance, monitoring, and compliance services. We have also included technical support related to the landfill end-use development proposed by Related Santa Clara, LLC (Related) and construction. Additionally, with the Related Santa Clara Development project scheduled to start construction later this year, there will be modifications and additions to the environmental monitoring and control systems. Accordingly, although the modifications and additions are not finalized, we have tried to anticipate those modifications and additions, and their effect on the scope of services. However, future operation, maintenance, and compliance services will be dependent, in part, on the Final Post-Closure Maintenance Plan to be prepared by others. The scope of services described in the proposal may need to be revised based on the approved Final Post-Closure Maintenance Plan, which could affect the estimated budget.

Key assumptions used to develop the Scope of Services and Estimated Budget are summarized in Table 1.

1.0 PROJECT UNDERSTANDING

The former Santa Clara All Purpose Landfill is a Class III landfill located in the northern part of the city. The landfill is approximately 230 acres and is comprised of four areas, designated Parcel 1, Parcel 1NW, Parcel 2, Parcel 3/6, and Parcel 4. The landfill operated from approximately 1934 to 1993. Closure was completed in 1994.

Most of the closed landfill was developed as an 18-hole golf course and a BMX track. The golf course is now closed, and the City has an agreement with Related to develop a mixed-use development project (Related Santa Clara Development) in the golf course area. The project will be phased over multiple years with the first development construction scheduled to occur on Parcel 4 in the last half of 2020.

The landfill was developed before current regulatory requirements for a composite liner and leachate collection and removal system (LCRS). Parcel 4 is unlined and does not have a LCRS. Parcels 1 and 2 have a low-permeability soil barrier around the perimeter, but do not have a base liner or a LCRS. Parcels 1NW and 3/6 have a low-permeability liner and a dendritic LCRS. Currently, only leachate risers LR-1 and LR-4 in Parcel 3/6 are the only risers that are accessed for monitoring. Leachate is pumped from riser LR-1 and conveyed to the sanitary sewer system. Leachate is not currently removed from LR-4; although it is proposed to add a pump in LR-4 to allow leachate to be pumped from the riser.

Currently, there are 22 groundwater monitoring wells that are sampled semi-annually. Nineteen wells sample the A zone (approximately 25 feet below ground surface [BGS]) and three wells sample the B zone (approximately 60 feet BGS).

Low-level VOCs have been detected in monitoring wells located near the northeast corner of Parcel 4. The VOC-impacted groundwater plume is stable and has not expanded over many years of monitoring. An Evaluation Monitoring Program (EMP) to address the VOC impact is currently being prepared by ERS.

In 2019, routine monitoring detected 1,4-dioxane in Well G4-R. As a result, in agreement with the RWQCB, the sampling and analysis program was informally modified to change the analytical method for 1,4-dioxane to Method 8270, which provides a lower reporting limit than the method specified in the WDRs Monitoring and Reporting Program.

The number of groundwater monitoring wells is expected to increase in the future because of the EMP and the landfill end-use development. At this time, the number of additional monitoring wells is unknown; although Golder has previously estimated ten groundwater monitoring wells would be installed in addition to the existing groundwater

monitoring wells. This estimate was shared with Langan, Related's consultant, who thought the estimate was reasonable.

The adjacent San Tomas Aquino Creek and Guadalupe River are sampled semi-annually at upstream and downstream locations.

A landfill gas (LFG) collection and control system was installed beginning in 1985. The collection system is currently comprised of 74 vertical collection wells distributed across the landfill. Most of the LFG piping is buried and 67 wellheads are in vaults. The collection system conveys the LFG to a blower/flare facility located near the BMX track. The blower/flare facility was rebuilt in 2018. There is also a separately permitted microturbine-powered electrical generation facility adjacent to the blower/flare facility that is owned and operated by Ameresco. The City's electrical utility, Silicon Valley Power, purchases the generated electrical power from Ameresco. The microturbines currently are the primary control device with the City's blower/flare facility providing backup and supplemental control.

Condensate collected at the blower/flare facility is treated to buffer the pH and disposed to the sanitary sewer system.

With the proposed landfill end-use development, the existing LFG collection and control system will be replaced in conjunction with the individual development phases and that the number of LFG collection wells will increase. The total number of future LFG collection wells is unknown; although, based on Langan's 50 percent design drawings, the number of LFG collection wells in Parcel 4 will increase from 22 to 66. Additionally, the replacement LFG collection system will include vacuum monitoring locations in addition to the wellheads, oxygen sensors on the subheaders, and line valves on the subheaders that are not included in the existing LFG collection system.

There are 44 perimeter LFG monitoring wells. All wells are single probes. The LFG monitoring wells are monitored quarterly. With the proposed landfill end-use development, it is anticipated that the number of LFG perimeter monitoring wells will increase. Langan's 50 percent design drawings include 30 additional LFG monitoring probes.

2.0 SCOPE OF SERVICES

The tasks to be performed are described in the following paragraphs.

All work will be performed consistent with the following:

- Waste Discharge Requirements (WDR) R2-2017-0021
- Solid Waste Facility Permit (SWFP) 43-AO-0001
- Bay Area Air Quality Management District (BAAQMD) Synthetic Minor Operating Permit Condition #2935 BAAQMD Regulation 8, Rule 34 (Rule 8-34)
- California Code of Regulations Title 17
- California Code of Regulations Title 27
- Other applicable permits, approvals, rules, and regulations

Task 1 – Operations, Maintenance, and Monitoring Services

Routine operations, maintenance, and monitoring will be performed on a weekly, monthly, quarterly, and annual basis as required by Synthetic Minor Operating Permit Condition #2935 issued by the BAAQMD, BAAQMD Rule 8-34, and California Code of Regulations Titles 17 and 27.

- **Routine Weekly GCCS Inspections and Data Download:** Once each week, Golder will check the GCCS system equipment and pH neutralization system to confirm proper operation in accordance with applicable permits, rules and regulations, and good practice. Equipment operation to be confirmed includes LFG flare and blower (if in operation), pilot fuel supply, automatic LFG valve, data recorders and remote alarms, air supply compressors, and condensate sump pumps. Pumps and controllers will be inspected and maintained in accordance with current industry practices or the manufacturer's specifications. The LFG main header and sub-header sample ports will be monitored for early detection of construction-related or other damage. The pH measurement probe, sodium hydroxide feed and mixing system will be checked and cleaned. Equipment requiring more frequent attention will be monitored and maintained as needed as a part of Task 4 until permanent repair or replacement is completed. Infrequent events, such as flow meter recalibration, will be performed as a part of Task 4.

The flare station data recorder will be downloaded during each weekly visit to confirm that the operational parameters are within normal ranges and are in compliance with permit conditions. Flare continuous parameter compliance will be reported with the routine air quality compliance reporting as a part of Task 2. Responding to an alarm notification will be performed as part of Task 4.

During and after the routine monitoring visits, minor maintenance on LFG collection components (e.g., replacing damaged/worn above ground flex hoses, monitoring ports, or control valves) will be performed. Materials/supplies utilized for minor maintenance will be obtained from an existing on-site spare parts inventory or purchased if unavailable. Wellfield O&M activities and non-routine maintenance and repair recommendations will be summarized in the internal monthly reports prepared as part of Task 2.

The leachate pump system at leachate risers LR-1 and LR-4, and four LFG condensate sumps will be inspected during the weekly visits. Inspection will include recording flow meter, pump counter, water level readings to verify normal equipment operation. The leachate discharge flow quantities will be recorded weekly and provided to the City for periodic reporting. We will coordinate the removal of the condensate sump pumps in the wellfield and blower/flare facility for inspection and cleaning.

- **Routine Monthly Monitoring:** Monthly wellhead and header sampling for methane, oxygen, temperature, and vacuum will be performed using a LANDTEC GEM5000 or equivalent instrument, according to the requirements of BAAQMD

Rule 8-34. In conjunction with the wellhead monitoring, routine landfill final cover inspections will be performed according to the requirements of BAAQMD Rule 8-34 and the WDRs. This task includes only conducting the initial routine monitoring events. Any corrective action, follow-up monitoring, recommended mitigation measures for cover integrity issues or persistent wellhead exceedances will be performed by the City or as a part of Task 4.

All LFG extraction wells will be monitored and adjusted a minimum of once each month. Wells that require more frequent adjustments will be monitored and adjusted on an as-needed basis as a part of Task 4. During this monthly wellhead monitoring task, routine adjustments of the GCCS will be made targeting the specifications of the Ameresco LFG energy project, as mutually agreed to by the City and Ameresco, and to maintain regulatory compliance.

- **Routine Quarterly Monitoring:** GCCS component leak monitoring will be performed quarterly in accordance with BAAQMD and Title 17 regulations. A calibrated organic vapor analyzer complying with US EPA Method 21 requirements is to be used for the monitoring.

Monitoring of perimeter LFG monitoring wells and onsite structure monitoring will be performed in accordance with Title 27 and the SWFP. Monitoring activities will include measuring and recording methane concentrations and soil gas pressures for each probe using a Landtec GEM5000 or equivalent instrument. Site conditions will be recorded as required.

The methane sensors at BMX building and pump station will be calibrated as part of the routine quarterly monitoring.

- **Annual Title 17 and BAAQMD Rule 8-34 Surface Emission Monitoring:** Annual surface emission monitoring will be performed to meet the compliance requirements of Title 17 and BAAQMD Rule 8-34. A flame ionization detector will be used to measure methane concentrations 3-inches above the surface. Any areas exceeding 500 parts per million in air by volume (ppmv) or instantaneous 25 ppmv integrated average methane concentration thresholds will be identified and marked for repair.

Task 2 – Air Quality and LFG Compliance Reporting

Internal and required regulatory reports will be prepared as described in the following paragraphs.

- **Routine Monthly Data Review and Reporting:** Required control device operation, air quality, and LFG compliance data will be compiled and reviewed for submittal in internal monthly reports to the City. Data will be reviewed to assure that necessary compliance monitoring is being performed and data transmitted in a timely manner. The City will be notified within two business days upon finding

any condition or data with potential for non-compliance, including GCCS parameters and exceedances, final cover deficiencies or areas of concern.

- Monthly reports will be submitted to the City within 25 days following the end of each month. The monthly reports will constitute primary entries into the required BAAQMD Site Operating Record with field records and instrumentation data discs maintained as secondary back-up information. These reports will summarize all LFG and air monitoring, O&M, and compliance activities performed during the month and present collected data in a tabular format. Recommendations will be made to address potential compliance issues or maintenance activities.
- Quarterly Reporting: Routine perimeter LFG well and structure monitoring results will be reported to the LEA on a quarterly basis. Quarterly reports will be submitted to the LEA within 25 days following the quarter end. Draft quarterly reports will be submitted to the City for review and comment 10 days before the submittal date. Annual surface emissions monitoring data will be processed and stored for preparation of the annual AB32 report to the BAAQMD.
- Quarterly reports documenting calibration of methane sensors will be prepared and submitted to the LEA.
- BAAQMD Rule 8-34 Annual Report: The annual report required by BAAQMD Rule 8-34, Section 411 and Synthetic Minor Operating Permit Part 14 will be prepared. The report will be based, in part, on the information collected during routine monitoring events and compiled in the monthly internal reports. A draft report will be submitted to the City for review and comment 10 days prior to the submittal deadline. The reports will be finalized based on comments received. The final report will be submitted to the City for approval and signature before submittal to the regulatory agencies by the required deadline.
- Annual Title 17 Report: The annual report required by Title 17, Section 95470(b)(3) will be prepared. The report will include general facility information, LFG collection information, LFG collection and control system operating information, and deviations from Title 17 requirements. The report will also include the annual surface emission monitoring report and flare source test report. A draft report will be submitted to the City for review and comment 10 days prior to the submittal deadline. The reports will be finalized based on comments received. The final report will be submitted to the City for approval and signature before submittal to the regulatory agencies by the required deadline, March 15.
- E-GRRT Report: Data will be compiled and the annual greenhouse gas report (e-GGRT) will be prepared for electronic submittal to the EPA by April 1. The draft e-GGRT report from the EPA website will be submitted to the City for review

and comment 10 days prior to the due date. The report will be finalized based on comments received.

- **LFG System Operations Report:** Provision C.13 of the WDRs requires submitting an LFG system operations report to the RWQCB semi-annually by January 31 and July 31 of each year. The report is to certify that the LFG system has operated uninterrupted, except as required and permitted for maintenance and/or repairs, during the reporting period and remains protective of human health and the environment. The report is to also describe any system issues related to exceedances, repairs, maintenance, or significant operational changes. Draft reports are to be submitted to the City 10 days prior to the submittal date. The reports will be finalized based on comments received.

Task 3 – Water Quality Monitoring and Reporting Services

Semiannual and annual water-quality monitoring and reporting for the landfill will be performed consistent with the Self-Monitoring Program (SMP) contained in WDR R2-2017-0021. Samples will be collected during the second and fourth quarter of each year.

- **Semi-annual Monitoring and Analysis:** The elements of the semi-annual water quality detection monitoring include:
 - Semiannual monitoring and sampling from twenty-two groundwater monitoring wells and piezometers (G-1, G-2R, G-3R, G-4R, G-5, G-6, G-7, G-8, G-10, G-11, G-12, G-13, G-14, G-15, G-16R, G-17, G-18, G-19, G-21, and H-5, H-6, and H-7) and from the leachate discharge sampling locations (LR-1 and LR-4).
 - Semiannual monitoring and sampling from ten new groundwater monitoring wells to be installed in 2020–2021 (quarterly for two years to establish Water Quality Protection Standards).
 - Semiannual surface water monitoring from upstream and downstream locations relative to the landfill in San Tomas Aquino Creek (SW-1 and SW-2, respectively) and the Guadalupe River (SW-3 and SW-4, respectively).
 - Semiannual liquid level measuring in 32 groundwater wells or piezometers.

The leachate management facilities and perimeter diversion channels will be inspected during the semiannual sampling events and at one other time during the intervening quarters.

The following sampling and analysis procedures shall be implemented:

- Prior to initiating sampling at the landfill, the laboratory will be contacted for delivery of appropriate sample containers.
- Fluid levels will be measured in each monitoring well before samples are collected.

- Sample collection and storage will be performed as specified in EPA SW-846.
- Groundwater wells will be purged before sample collection; leachate and surface water will be collected as grab samples. Groundwater samples will be field filtered for metals analyses; leachate and surface water will be unfiltered.
- Semiannual groundwater, surface water, and leachate samples will be analyzed for the following suite of parameters; sampling will include one field blank and one trip blank for VOCs:
 - VOCs (Subtitle D Appendix I)
 - 1, 4-Dioxane (EPA Method 8270)
 - Dissolved Metals (Subtitle D Appendix I)
 - Total petroleum hydrocarbons as gasoline and diesel
 - General water quality parameters (bicarbonate alkalinity, total Kjeldahl nitrogen, total organic carbon)
 - Field parameters (pH, temperature, electrical conductivity, turbidity, and dissolved oxygen)

Samples will be transported or shipped to the laboratory with appropriate chain of custody for the specified analyses. Chain of custody forms will accompany the samples at all times.

- **5-Year Monitoring and Analysis:** Included in the WDR monitoring requirements is a 5-year analytical requirement for Subtitle D, Appendix II parameters for groundwater, surface water, and leachate. The next COC event will take place in the fourth quarter of 2022.
- **Standard Observations:** Standard observations are required by the WDRs within the landfill limits, at the landfill perimeter, and at the receiving waters. Standard observations will be recorded quarterly and will include:
 - **Landfill**
 - Evidence of ponded water
 - Evidence of odors
 - Evidence of erosion and/or daylighted waste
 - **Landfill Perimeter**
 - Evidence of liquid leaving or entering the landfill
 - Evidence of odors
 - Evidence of erosion and/or daylighted waste
 - Vegetation coverage
 - **Receiving Waters**
 - Floating and suspended materials of waste origin
 - Discoloration and turbidity
 - Evidence of odors
 - Evidence of beneficial use
 - Estimated flow rate

- Weather conditions

The standard observations will be made on forms that will be included in the semi-annual monitoring reports

- **Semi-annual Reporting:** The monitoring results submittals to the RWQCB will consist of two semiannual monitoring reports due July 31 and January 31 of each year and an annual summary report due January 31, which is typically combined with the semiannual report. The semiannual monitoring reports will contain text, tables, and graphs of the water-quality data, groundwater contour maps, calculations of the groundwater velocity beneath the site, and facilities monitoring inspection summaries. Typical tasks in the routine monitoring report preparation are:
 - Coordination with contracted laboratory to obtain sample analytical results
 - Evaluation of laboratory results
 - Maintenance of existing test results databases
 - Preparation of groundwater contour maps and calculation of groundwater velocity
 - Preparation of historical tabular and graphical data summaries
 - Calculation of concentration limits

Draft reports will be submitted for review at least 10 working days prior to the reporting deadlines. In addition to the results from this scope of work, monitoring reports will include information provided by others, including copies of leachate extraction data. The City-approved semiannual reports will be transmitted to the RWQCB in both hard-copy and electronic formats, and entered the state Geotracker system, as required.

- **Annual Maintenance Report:** WDR Provision C.14 requires preparing an annual maintenance report detailing the repair and maintenance activities that need to be completed before the start of the next rainy season. The report is to include a schedule for repair and maintenance activities and a cost analysis detailing the anticipated expenses for repairs, maintenance, and monitoring for the next 12 months. The report is due to the RWQCB by July 31 of each year.

Task 4 – Non-Routine and Emergency Compliance Services

Non-routine tasks are those activities that are above and beyond the scope of services described in Tasks 1 through 3. Generally speaking, a non-routine task is one that requires more than 30 additional minutes during a site visit to complete or requires a special site visit. These tasks are performed with the advanced approval of the City. An emergency task is an event that requires immediate response and will generally be performed without the advanced approval of the City. Special projects may also be requested by the City.

- **Non-Routine Maintenance and Repairs:** Non-routine activities include specific pre-scheduled work tasks that are required to maintain regulatory compliance or

improve environmental control system performance. These work tasks will be developed based upon the results of routine system inspections and report recommendations conveyed to the City. The City may also request services be performed under this task. Examples of specific work tasks that could be performed under this category include, but are not limited to:

- Replacement or upgrade of site monitoring facilities, instrumentation, or procedures
 - Replacement or upgrade of site environmental control equipment or facilities, including landfill final cover
 - Investigation and characterization of deviations in the site or compliance data, including slope failures, air leakage or intrusion, high temperatures, or potential subsurface combustion.
 - Assist with periodic site inspections and record reviews by regulatory agencies
 - Rule, permit, and variance compliance negotiations with regulatory agencies
 - Permit applications for modified or new facilities or equipment
 - Notifications to regulatory agencies for breakdowns or abnormal operations
 - SEM, component leak, and well deviation follow-up
- **Emergency Services:** Provide emergency response services for landfill environmental control system malfunctions during the contract term. Respond to these situations seven days a week, 365 days a year within a period of eight hours (during daylight hours only) from the time of notification of the problem by authorized City personnel or a recognized automatic call-out device. **Special Projects:** Special projects that have been authorized in the past, including:
- **Special Projects:** Special projects that have been authorized in the past, including:
- Condensate storage tank design and permitting
 - Compressor replacement/installation
 - Condensate neutralization system design and permitting
 - Update of the financial assurance and post closure maintenance plan
 - Support for improvements to the LFG collection and control system
- **Topographic Mapping:** A topographic map meeting the following requirements will be prepared during the 2023 - 2024 agreement year:
- Provide control survey based on NAD88 horizontal datum, NGVD88 vertical datum, and California Coordinate System Zone 3
 - Provide color aerial photography
 - Analytical aerotriangulation
 - Photogrammetric mapping at 40 scale
 - Provide AutoCAD 3D file
 - Provide PDF of topographic map

- Provide 4 DVDs with color digital orthophoto in TIFF/TFW format
- Provide 2 sets of black and white contact prints

An iso-settlement map will be prepared consistent with 27 CCR 21090(3)(2). The next iso-settlement map is due in 2024.

Task 5 - Related Santa Clara Development Project Technical Support

Technical support will be provided to the City associated with the proposed Related Santa Clara Development. Services related to the proposed development may include:

- Providing background information to Related's consultants
- Reviewing and commenting on various work plans prepared by Related's consultants
- Reviewing and commenting on investigation results and engineering analyses
- Reviewing and commenting on reports and preliminary designs prepared by Related's consultants
- Reviewing potential development-related impacts to containment systems
- Reviewing potential development-related impacts to environmental control systems
- Reviewing potential development-related impacts to environmental monitoring systems
- Reviewing potential impacts to the Ameresco generation facility
- Reviewing regulatory compliance issues
- Reviewing proposed development plans
- Reviewing regulatory submittals
- Meeting with Related and its consultants
- Meetings with the RWQCB and the LEA

Task 6 - Construction Support

The purpose of this task is to provide a mechanism for rapid response to major non-routine or emergency repair and construction activities that result from the expansion of the uses and future construction at the landfill. This may include excavation of

damaged pipes, condensate sumps, broken laterals or headers, damaged wells, repair of damage caused by other construction activities or site uses, or other issues that are beyond the contracted routine scope of work. Observations shall be documented in accordance with City and regulatory requirements. Work on this type of project will be undertaken following approval of the City.

Task 7 - Permitting Support

As requested, Golder will prepare documents to support the five-year Solid Waste Facility Permit (SWFP) review in accordance with Title 27, Section 27640 (27 CCR 27640). The five-year review will be due in 2024. Documents to be submitted as part of the 5-year SWFP review are:

- Application for five-year SWFP review
- Final Postclosure Maintenance Plan
- Updated postclosure maintenance cost estimate
- Non-Water Release Corrective Action Plan
- Financial assurance

The postclosure maintenance plan and postclosure maintenance cost estimate are to be updated consistent with 27 CCR 21815 and 21840. The non-water release corrective action plan is to be prepared consistent with 27 CCR 22101.

A draft five-year SWFP review package will be submitted to the City for review and comment 10 days prior to the submittal date. The package will be finalized based on comments received.

Prepare Authority to Construct and Permit to Operate applications for GCCS expansions and modifications (City BAAQMD permits).

Task 8 – Evaluation Monitoring Plan

Golder will prepare an Amended Report of Waste Discharge to establish an Evaluation Monitoring Program(EMP) as requested by the RWQCB by letter dated January 15, 2019, “to assess the CVOC releases (including identifying its source(s)) and better characterize subsurface migration pathways so that the impacted groundwater can be more fully monitored and addressed.” The EMP will meet the requirements specified in 27 CCR20420(k)(5), and include the following:

- Review of existing groundwater quality data and subsurface hydrogeologic conditions

- Review of historical landfill operations and physical conditions that could affect the release of CVOCs to groundwater
- Review water-quality data with respect to changes in trends that may have occurred and look for geochemical reasons for differing concentration trends such as changes in redox conditions or chemical degradation of VOCs.
- The EMP data review will be used to determine the principal release/transport mechanism and therefore, the appropriate source control measures for corrective action.
- An engineering feasibility study (EFS) that at a minimum, in accordance with 27 CCR 20425(k)(6), contains a detailed description of the corrective action measures that could be taken to achieve background concentrations for all Constituents of Concern. The EFS will summarize the findings of the EMP.
- An amended Report of Waste Discharge (ROWD) to establish a corrective action program meeting the requirements of 27 CCR 20430

After completing the data review portion of the EMP, Golder will complete the EFS. The EFS will include the following: review and update of corrective action goals, evaluation of corrective action alternatives, and selection of the recommended corrective actions to meet the requirements of 27 CCR 20430. The corrective action alternatives evaluation will include several alternatives (e.g., monitored natural attenuation, LFG collection and control, and other source controls). Each of the corrective action alternatives will be evaluated based on criteria provided in 40 CFR 258.56 and 258.57: (1) the potential for protection of human health and the environment, (2) ability to achieve Water Quality Protection Standards, (3) performance and reliability, (4) control of the source to reduce further releases, (5) implementability and time to implement, (6) cost, and (7) institutional requirements, such as Water Board approval.

The amended ROWD will present the selected corrective action alternative and include the information in 27 CCR 20430.

The anticipated schedule for preparing the EMP/EFS is shown below.

Review existing data and summarize EMP findings	July – September 2020
Evaluate corrective action alternatives and prepare the EFS	October – December 2020

3.0 ESTIMATED BUDGET

Golder proposes to provide the services described above on a time-and-expense basis in accordance with the attached 2020 Rate Schedule. We propose to hold the 2020

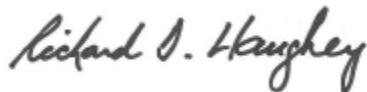
rates through the first three years of the project. The rates will be adjusted in the fourth year of the budget consistent with Golder's then current standard rates. For budgeting purposes, we have assumed the rates in the fourth year would be an approximately 7.8 percent increase compared to the 2020 rates.

Based on our research and consultation with labor attorneys, we do not believe that prevailing wage rates are applicable to the services being proposed. The estimated annual budget by year is summarized in Table 2. The estimated annual budget is based on our 2020 Rate Schedule. The payment of prevailing wage rates has not been assumed.

If you have any questions about this proposal or need additional information, contact Rich Haughey (408-220-9240) or Kris Johnson (408-220-9242).

Sincerely,

Golder Associates Inc.



Richard D. Haughey
Associate



Kris Johnson
Associate

CC: Brian Stozek
Andy Wang
Steve Nguyen

Attachments: Table 1 – Key Assumptions
Table 2 – Estimated Budget Summary
2020 Standard Charge Rates

Table 1
Key Assumptions

Landfill Gas Collection and Control System

- Landfill gas collection system based on Langan 50% design for Parcel 4
- The number of landfill gas collection wells will increase from 74 to 118 wells with the addition of 44 more wells in Parcel 4 that will become operational during the second year of the agreement
- Thirty new perimeter landfill gas monitoring probes will be installed as part of Parcel 4 development increasing the total number of perimeter landfill gas monitoring probes from 44 to 74
- The additional landfill gas collection wells and perimeter monitoring probes will be installed during the 2020 – 2021 agreement year and be included in the monitoring program in 2021 – 2022 agreement year
- Landfill gas monitoring costs were prorated based on the increased number of wells and an increase in the monitoring time due to access constraints
- Monitoring will continue at the current weekly, monthly, and quarterly frequencies
- Non-routine maintenance is based on costs over the past 3 years
- Landfill gas condensate will continue to be disposed to the sanitary sewer system following treatment to adjust the pH
- Monitoring and operation of building LFG intrusion prevention systems and/or methane sensor systems is not included in this scope of services and is assumed to be performed by others

Air Compliance

- No change in the current air compliance requirements
- Surface emissions monitoring will be performed annually
- No surface emissions detected
- Permitting replacement landfill gas collection wells or building (or other above landfill) landfill gas control systems is not included in this scope of services and is assumed to be by others

Groundwater Monitoring and Reporting

- The number of groundwater monitoring wells will increase from 22 to 32 (2 additional G wells, 4 additional H wells, and 4 deep wells)
- The additional groundwater monitoring wells will be installed during the 2020 – 2021 agreement year and be included in the monitoring program during the 2021 – 2022 agreement year
- The new groundwater monitoring wells will be sampled quarterly for two years to establish Water Quality Protection Standards
- Monitoring parameters will be the same as in the current WDRs except for 1,4 Dioxane which will be analyzed using Method 8270
- No sampling or analysis of PFAs included
- No vadose zone monitoring will be required

Surface Water Monitoring and Reporting

- The number of surface water monitoring locations will remain the same
- Monitoring parameters will be the same as in the current WDRs except for 1,4 Dioxane which will be analyzed using Method 8270

Leachate Control

- A second leachate sampling location will be added at LR-4
- Monitoring parameters will be the same as in the current WDRs except for 1,4 Dioxane which will be analyzed using Method 8270
- Leachate will continue to be disposed to the sanitary sewer system at no cost

Table 2

**Santa Clara All Purpose Landfill
OM&M Services
Estimated Cost**

Task	Sub-Task	Task/Sub-Task Name	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	5-Year Total
1		Operations, Maintenance and Monitoring Services	\$132,039	\$200,328	\$200,328	\$213,237	\$213,237	\$959,168
	1A	Routine Weekly GCCS Inspections and Data Download	\$47,243	\$75,340	\$75,340	\$80,474	\$80,474	
	1B	Routine Monthly Monitoring	\$34,031	\$55,081	\$55,081	\$58,656	\$58,656	
	1C	Routine Quarterly Monitoring	\$26,551	\$42,695	\$42,695	\$45,679	\$45,679	
	1D	Annual Title 17 and BAAQMD Surface Emissions Monitoring	\$9,928	\$9,971	\$9,971	\$10,555	\$10,555	
	1E	Annual Flare Monitoring/Source Test	\$9,103	\$9,103	\$9,103	\$9,204	\$9,204	
	1F	Project Management	\$5,185	\$8,138	\$8,138	\$8,669	\$8,669	
2		Air Quality and LFG Compliance Reporting	\$52,226	\$58,846	\$58,846	\$63,067	\$63,067	\$296,051
	2A	Routine Monthly Data Review & Reporting	\$24,020	\$26,805	\$26,805	\$28,854	\$28,854	
	2B	Quarterly Reporting	\$10,278	\$12,769	\$12,769	\$13,746	\$13,746	
	2C	BAAQMD Rule 8-34 Report/Annual Report	\$5,200	\$5,200	\$5,200	\$5,596	\$5,596	
	2D	Annual Title 17 Report	\$4,501	\$4,501	\$4,501	\$4,848	\$4,848	
	2E	E-GRRT Report	\$2,424	\$2,424	\$2,424	\$2,611	\$2,611	
	2F	LFG System Operation Report	\$3,440	\$4,259	\$4,259	\$4,586	\$4,586	
	2G	Project Management	\$2,363	\$2,888	\$2,888	\$2,827	\$2,827	
3		Water Quality Monitoring and Reporting Services	\$78,507	\$106,533	\$125,322	\$101,178	\$101,178	\$512,718
	3A	Semi-annual Monitoring & Analysis	\$46,660	\$72,998	\$72,998	\$64,125	\$64,125	
	3B	5-Year Monitoring and Analysis	NA	NA	\$17,823	NA	NA	
	3C	Standard Observations	\$3,619	\$3,646	\$3,646	\$3,898	\$3,898	
	3D	Semi-annual Reporting	\$20,464	\$22,678	\$22,678	\$24,422	\$24,422	
	3E	Annual Maintenance Report	\$3,564	\$3,564	\$3,564	\$3,838	\$3,838	
	3F	Project Management	\$4,200	\$3,646	\$4,612	\$4,896	\$4,896	
4		Non-Routine and Emergency Compliance Services	\$153,331	\$153,331	\$153,331	\$165,999	\$225,364	\$851,356
	4A	Non-routine Maintenance and Repairs	\$102,288	\$102,288	\$102,288	\$108,099	\$108,099	
	4B	Emergency Services	\$14,293	\$14,293	\$14,293	\$15,320	\$15,320	
	4C	Special Projects	\$29,102	\$29,102	\$29,102	\$31,339	\$31,339	
	4D	Topographic Mapping	NA	NA	NA	NA	\$59,365	
	4E	Project Management	\$7,648	\$7,648	\$7,648	\$11,241	\$11,241	
5		Related City Center Santa Clara Project Technical Support	\$400,000	\$350,000	\$250,000	\$200,000	\$200,000	\$1,400,000
6		Construction Support	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$50,000
7		Permitting Support	NA	NA	NA	\$14,648	NA	\$14,648
8		Evaluation Monitoring Program	\$44,064	NA	NA	NA	NA	\$44,064
Total Estimated Cost			\$870,167	\$879,038	\$797,827	\$768,129	\$812,846	\$4,128,005

EXHIBIT B

SCHEDULE OF FEES

City will pay Contractor in accordance with Contractor's Professional Rate Schedule, which includes all billing and costs. The Professional Rate Schedule will be effective through the first three years of services. Contractor will provide City with a revised Professional Rate Schedule for the fourth year of services.

In no event shall the amount billed to City by Contractor for services under this Agreement exceed \$4,541,00, subject to budget appropriations. This amount includes the estimated costs in the proposal of \$4,128,005, plus a 10% contingency.

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City. City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.



**PROFESSIONAL RATE SCHEDULE
CALENDAR YEAR 2020
WESTERN BUSINESS UNIT (AK, PNW & CA)**

Invoices from Golder include all labor charges, other direct costs, and costs associated with in-house services. Charges include only those services directly attributable to the execution of the work. Time spent when traveling in the interest of the work will be charged in accordance with the hourly rates.

Labor charges are based upon standard hourly billing rates for each category of staff. The billing rates include costs for salary, payroll taxes, insurance associated with employment, benefits (including holiday, sick leave, and vacation), administrative overheads, and profit. Rates by labor category are as follows.

ENGINEERS AND SCIENTISTS		RATE ¹
LV1	Engineer/Scientist	\$109
LV2	Staff Engineer/Scientist	\$120
LV3	Project Engineer/Scientist	\$140
LV4	Senior Project Engineer/Scientist	\$156
LV5	Senior Engineer/Scientist	\$187
LV6	Senior Consultant	\$229
LV7	Practice/Program Leader	\$250
LV8	Senior Practice/Program Leader	\$270

TECHNICIANS		RATE ¹
LT1	Technician	\$81
LT2	Staff Technician	\$114
LT3	Senior Staff Technician I	\$120
LT4	Senior Staff Technician II	\$130

DRAFTING/DIGITAL DESIGN		RATE ¹
LD1	Draftsperson	\$88
LD2	Staff Draftsperson I	\$99
LD3	Staff Draftsperson II	\$125
LD4	Senior Staff Draftsperson	\$135

ADMINISTRATIVE SUPPORT		RATE ¹
LA1	Admin Support	\$73
LA2	Staff Admin Support	\$83
LA3	Senior Admin Support	\$98
LA4	Project Coordination/Controls	\$110

- ¹ The billing rates shown above are valid for the first three years of the agreement 2020/2021 – 2022/2023.
- ² A 5% charge will be added to the total labor fees to cover all incidental office disbursements, including production of color and b/w working documents, the production of 3 sets of drawings/documents, as well as associated communication charges (excluding satellite phones). Reproduction of additional copies and drawings/documents will be at cost plus the required time charges.
- ³ A 10% carrying charge will be added to all other disbursements including materials, subcontractor costs, drilling or excavation services and use of external laboratory services.
- ⁴ Rates for specialist services, including but not limited to litigation support; expert witness, including time spent in depositions and the preparation and presentations of testimony; and/or senior level consultation, and priority emergency level services are available upon request.
- ⁵ Rates for laboratory services and use of equipment owned by Golder Associates will be provided upon request.
- ⁶ The rates and charges listed above exclude applicable local and federal taxes. Taxes will appear as a separate line item on each invoice.

EXHIBIT C

INSURANCE REQUIREMENTS

Prior to commencing any of the Services required under this Agreement, the Contractor (and its subcontractors, if required pursuant to Section 5(d)) shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with the coverages, provisions and endorsements described herein. Such policies shall be maintained for the full term of this Agreement and the stated warranty period (if applicable). For purposes of the insurance policies required under this Agreement, the term "City" shall include the duly elected or appointed council members, commissioners, officers, employees, and volunteers of the City of Santa Clara, California, individually or collectively. Notwithstanding the foregoing, nothing contained in this Exhibit C shall limit or otherwise restrict or impair the indemnification obligations of Contractor under and pursuant to the Agreement for Services.

1. **SCOPE AND LIMITS OF REQUIRED INSURANCE POLICIES.**

The following policies shall be maintained with insurers authorized to do business in the State of California:

a. **COMMERCIAL GENERAL LIABILITY INSURANCE POLICY ("CGL").**

Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability coverage (Occurrence Form CG 0001) with policy limits per the following:

\$5,000,000 each occurrence;
\$5,000,000 for personal injury liability;
\$5,000,000 aggregate for products-completed operations; and,
\$5,000,000 general aggregate.

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.

b. **BUSINESS AUTOMOBILE LIABILITY POLICY ("BAL").**

Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability coverage, Symbol 1 "Any Auto" (Form CA 0001). This policy shall include a combined single limit of two million (\$2,000,000) dollars for each accident, for bodily injury and/or property damage.

c. **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY ("WC/EL").** (A Workers' Compensation Policy or

adequate levels of self-insurance are required only if Contractor has employees or volunteers.)

These policies shall include at least the following coverages and policy limits:

1. Workers' Compensation insurance as required by the laws of the State of California; and
2. Employer's Liability insurance with coverage amounts not less than one million (\$1,000,000) dollars each accident/Bodily Injury (herein "BI"); one million (\$1,000,000) dollars policy limit BI by disease; and, one million (\$1,000,000) dollars each employee BI by disease.

d. **CONTRACTOR'S POLLUTION LIABILITY ("CPL")**

Contractor shall provide a Contractor's Pollution Liability Insurance policy with coverage limits of five million dollars (\$5,000,000) each claim and five million dollars (\$5,000,000) in the aggregate. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." Any deductible shall be solely the obligation of Contractor and any deductible in excess of \$250,000 per incident must be declared to and approved by City in writing. Contractor represents and warrants that such policy affirmatively covers liability for bodily injury, damage to and loss of use of property, and clean-up costs arising from sudden, accidental and gradual pollution and remediation in connection with the Services under this Agreement and that there are no material exclusions impacting coverage for the foregoing. Contractor shall have the City, Council, officers, employees and volunteers added as additional insureds under this policy pursuant to an endorsement, the form and substance of which is reasonably acceptable to the City. The following provisions shall apply:

1. The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.
2. Products/completed operations coverage shall extend a period of 10 years after project completion; provided, however, if the cost to obtain such 10-years' products/completed operations coverage exceeds \$25,000, then the City shall have the option to either (i) waive the 10-year products/completed operations requirement and accept 3 years products/completed operations; or (ii) reimburse Contractor for the cost of such products/completed operations coverage in excess of \$25,000.
3. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors.

4. If the insured is using subcontractors the Policy must include work performed "by or on behalf" of the insured.
5. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer.

Notwithstanding anything to the contrary herein, in the event the requirements set forth in this Section 1 d. are satisfied by a Contractor's Pollution Liability Insurance policy that insures Contractor's work at any other location than the location where the Work is performed (each, a "Corporate CPL Policy") and, as a result of claims or losses paid on such Corporate CPL Policy, the aggregate limit of liability thereunder equals \$5,000,000 or less during the term of this Agreement, Contractor shall be obligated to notify City of the same, whereupon City may elect, in its sole discretion, to require Contractor to obtain a site-specific Contractor's Pollution Liability Insurance policy to satisfy the requirements under this Section 1 d.

e. **PROFESSIONAL LIABILITY INSURANCE ("PLI")**

Contractor shall maintain Professional Liability insurance commencing on the date hereof and continuously renewing for or having an extended reporting period of not less than the applicable statute of repose for design defects in California with limits of insurance of five million dollars (\$5,000,000) per claim and five million dollars (\$5,000,000) in the aggregate; provided, however, that if the cost to obtain such extended reporting period operations coverage exceeds \$25,000, then the City shall have the option to either (i) waive the foregoing extended reporting period and accept 3 years extended reporting; or (ii) reimburse Contractor for the cost of such extended reporting coverage in excess of \$25,000.

2. **DEDUCTIBLES AND SELF-INSURANCE RETENTIONS.**

Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be solely the obligation of Contractor. At the option of the City, Contractor shall provide financial assurance reasonably satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and/or defense expenses.

3. **ENDORSEMENTS.**

All of the following clauses and endorsements, or similar provisions, are required to be made a part of the required insurance policies indicated in parentheses below:

- a. Additional Insureds The City of Santa Clara, its City Council, commissions, officers and employees are hereby added as additional insureds in respect to liability arising out of the Contractor's work for the City, providing coverage at least as broad as Insurance Services Office (ISO) Endorsement CG 2010, or insurer's equivalent (CGL, CPL); provided, however, the language of the additional insured endorsement for the CPL policy shall be approved by the City in advance, which approval shall not be unreasonably withheld or delayed);
- b. General Aggregate The general aggregate limits shall provide coverage at least as broad as Insurance Services Office (ISO) Endorsement CG 2503, or insurer's equivalent (CGL);
- c. Primary Insurance This policy shall be considered primary insurance with respect to any other valid and collectible insurance City may possess, including any self-insured retention City may have, and any other insurance City does possess shall be considered excess insurance only and shall not be called upon to contribute with this insurance but only as it relates to Contractor's performance under this Agreement (CGL, BAL, CPL); and
- d. Notice of Cancellation No cancellation shall be effective until written notice has been given at least thirty (30) days prior to the effective date of such cancellation to City at the address set forth below, except the insurer may give ten (10) days' notice for non-payment of premium (CGL, BAL, WC/EL, CPL & PLI).

4. **ABSENCE OF INSURANCE COVERAGE.**

City may direct Contractor to immediately cease all activities with respect to this Agreement if the City determines that Contractor fails to carry, in full force and effect, all insurance policies or self-insurance with coverages at or above the limits specified in this Agreement. Any delays or expense caused due to stopping of work and change of insurance shall be considered Contractor's delay and expense. At the City's discretion, under conditions of lapse, City may upon five (5) days prior written notice to Contractor, purchase appropriate insurance and charge all costs related to such policy to Contractor.

5. **PROOF OF INSURANCE COVERAGE AND COVERAGE VERIFICATION.**

A Certificate of Insurance, on an Accord form, and implementing endorsements shall be provided to City by each of Contractor's insurance companies as evidence of the stipulated coverages prior to commencement of work under this Agreement,

and annually thereafter at the time of termination of existing coverage for the term of this Agreement. All of the insurance companies providing insurance for Contractor shall have, and provide evidence of, a Best Rating Service rate of "A VI" or above.

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be emailed to:

Email address: ctsantaclara@ebix.com

Or, can be mailed to:

City of Santa Clara, Department of Public Works
c/o Insurance Data Services – Insurance Compliance
P.O. Box 100085 – S2
Duluth, GA 30096

Telephone number: 951-766-2280
Fax number: 770-325-0409

EXHIBIT D LABOR COMPLIANCE ADDENDUM

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

A. Prevailing Wage Requirements

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov and are on file with the City Clerk's office, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.
2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.
3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov.
4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.
5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by the City or its designee including, but not limited to: certified

payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.
7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.
9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those who fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.
10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.
11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

B. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is

practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

C. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.
2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.
3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violation identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.



Agenda Report

20-665

Agenda Date: 7/7/2020

REPORT TO COUNCIL

SUBJECT

Note and File this Informational Report on New Fencing at School Properties [Council Pillar: Enhance Community Engagement and Transparency]

BACKGROUND

The City of Santa Clara (City) has received several concerns regarding the installation of new fencing on school property. The Santa Clara Unified School District (SCUSD) has jurisdiction over modifications on school grounds, including the installation of fencing.

While the City is not the decision-making authority on this matter, City Council and staff have previously expressed concerns regarding these projects at the bimonthly City School Liaison Committee meeting. The Liaison Committee meeting includes City Council, School Board, and staff representatives. This item was discussed at the October 2, 2019 meeting and further discussed at the February 5, 2020 meeting.

DISCUSSION

As part of the Committee discussion, SCUSD communicated that they would proceed with fencing school sites and fields that are currently open and available. Per SCUSD, these fencing projects are part of the 2018 Measure BB. Per the City's review, the Measure included the following language regarding fencing:

- Secure school campuses by improving fencing, security cameras, emergency communications systems, smoke detectors, fire alarms, and sprinklers.

Although the City has no authority over these projects, the City Council representatives (Mayor Gillmor and Councilmembers O'Neill and Watanabe) expressed concern over the new fencing and lack of community engagement and outreach. The main discussion points included:

- This was a dramatic change (fencing fields and playground that are currently available to residents and community)
- These spaces are currently viewed as "open space" by residents
- The change would cause issues
- Mayor Gillmor stated that she recommends massive communication to the community

City Staff has been in communication with SCUSD staff to obtain additional information, however staff has not yet received a high level of detail regarding scope, schedules, or outreach.

Moving forward the City continues to recommend that the SCUSD complete robust community outreach and noticing program that includes details of all the proposed modifications, as well as

construction schedules. Santa Clara residents should also communicate any concerns to the SCUSD Board directly, and the City will also forward any comments received. The next City School Liaison Committee meeting is on August 5, 2020 and City staff will request that this matter be placed on the agenda for additional discussion. City staff will also broadly communicate this meeting topic for public discussion.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

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

PUBLIC CONTACT

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

RECOMMENDATION

Staff does not have a recommendation. This report is for informational purposes only.

Reviewed by: Manuel Pineda, Assistant City Manager

Approved by: Deanna J. Santana, City Manager



Agenda Report

20-479

Agenda Date: 7/7/2020

REPORT TO COUNCIL

SUBJECT

Action to Approve a Water & Sewer Rate Assistance Program for Residential Customers [Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure]

BACKGROUND

The City of Santa Clara Water & Sewer Utilities Department (Utilities) provides a dependable supply of safe, potable drinking water and environmentally-sound wastewater collection, treatment, and disposal. Utilities provides services to approximately 26,000 customer accounts in the City. Utilities charges customers for providing the potable water and sanitary sewer services to pay for operations and maintenance (O&M) and capital improvement program (CIP) costs for each of the utilities.

Since 2019, the City has contracted with Black and Veatch, Inc. to prepare a Water and Sewer Rate Study to ensure that the rates charged by the Utilities using the Cost of Service model complied with applicable laws and adhered to industry best practices. City Council approves all water, sewer, and recycled water rates.

As an immediate step in response to the COVID-19 pandemic, Utilities has implemented a suspension on service disconnections and late fees for utility non-payment. These practices will apply to both residential and commercial customers and will remain in effect until further notice. To further support customers who may be impacted by the pandemic, the City will offer its most flexible payment plans to customers who indicate either an impact or hardship as a result of COVID-19. Utilities recognizes that some Santa Clarans are likely experiencing real economic hardship and could further benefit from assistance in paying their utility bills.

DISCUSSION

Certain provisions of Proposition 218, which California voters approved in November of 1996 as an amendment to the State Constitution, will not allow the use of rate revenues to subsidize such a program. Therefore, staff has proposed utilizing existing revenues from cell tower leases located at Utilities' facility sites to fund the Water & Sewer Rate Assistance Program (WSRAP).

Staff proposes to use an existing program structure established by Silicon Valley Power's Financial Rate Assistance Program (FRAP). Residents will be approved as low-income via an application, which requires backup documentation and will need to be recertified every two (2) years. This is the same set up as the FRAP program. Customers listed on the regular WSRAP will receive a discount on water and sewer bills of 25%.

Income requirements, measured in annual income per number of people in the household, are updated annually with data from the U.S. Department of Housing and Urban Development (HUD).

Current income requirements are in the table below.

# OF PEOPLE IN HOUSEHOLD	MAXIMUM MONTHLY INCOME BEFORE TAXES	MAXIMUM ANNUAL INCOME BEFORE TAXES
1	\$6,545.83	\$78,550
2	\$7,479.17	\$89,750
3	\$8,412.50	\$100,950
4	\$9,345.83	\$112,150
5	\$10,095.83	\$121,150
6	\$10,841.67	\$130,100
7	\$11,591.67	\$139,100
8	\$12,337.50	\$148,050

The 25% discount will only be applied to the first 12 hundred cubic feet (HCF) of billed water usage which is a normal household water use. The discount on the sewer charge will be fixed as residential customers are charged a flat rate for sewer services. Based on FY 2020/21 rates, approved by Council on June 23, 2020, a resident using 12 HCF of water would be discounted \$19.29 and \$11.13 on their water and sewer charges, respectively, reducing their overall utility costs from \$121.69 to \$91.27, resulting in a total savings of \$30.42 per month.

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

Funding of this program would be provided by existing and future revenue from cell tower leases on Utilities’ facility sites that are currently in the Water and Sewer Operating Funds. Historically, the water and sewer funds have received tower lease revenue of approximately \$50,000 each year, per fund. It should be noted that these revenues are General Fund funds and can alternatively be used for General Fund budget balancing purposes.

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

Establish the Water and Sewer Rate Assistance Program and approve the use of cell tower lease revenue to fund discounts to residents pursuant to the ongoing availability of funds which will be evaluated after one year.

Reviewed by: Gary Welling, Director, Water and Sewer Utilities

Approved by: Deanna J. Santana, City Manager



Agenda Report

20-241

Agenda Date: 7/7/2020

REPORT TO COUNCIL

SUBJECT

Follow-Up Information and Possible Council Action on the Written Petition for Traffic Calming Measures along Briarwood Drive [Council Pillar: Enhance Community Engagement and Transparency and Deliver and Enhance High Quality Efficient Services and Infrastructure]

EXECUTIVE SUMMARY

Residents living on a portion of Briarwood Drive between Cabrillo Avenue and Warburton Avenue submitted a written petition to the City to consider a Council item for a future agenda regarding traffic calming and speed concerns. The item was discussed by Council at the February 11, 2020 meeting and many residents along this portion of Briarwood requested that the City install speed humps to reduce the volume and speeds of vehicles in the neighborhood. City Council ultimately directed staff to return on March 31, 2020 with a report on the situation. Staff conducted data collection in February 2020 and analyzed speeds along Briarwood Drive. Although traffic volume levels were in the range allowing the installation of some level of traffic calming, the speeds that were measured do not meet the Council approved Neighborhood Traffic Calming Program requirements to install Level 2 and Level 3 traffic calming measures (which include speed humps). However, due to some of the resident concerns, Council may consider making an exception to the City's Neighborhood Traffic Calming Program allowing the installation of these types of traffic calming measure in this area of Briarwood Drive.

BACKGROUND

On January 7, 2020, the City Clerk's Office received a Written Petition from Alan Todd Bevis (Attachment 1) signed by 62 residents requesting an item on traffic calming measures and noise/sideshow activity along Briarwood Drive between Cabrillo Avenue and Warburton Avenue be placed on a future City Council agenda. Briarwood Drive is a 25 miles per hour north-south residential street that is approximately 800 feet east of Lawrence Expressway, as shown on the attached location map (Attachment 2). The subject portion of Briarwood Drive is approximately 2,100 feet in length and is predominately straight in alignment except for a slight curvature near the southern portion of the street. Additionally, there are two east-west streets (Santa Barbara Avenue and St. Lawrence Drive) that intersect with Briarwood Drive. Both sides of Briarwood Drive contain single family residences with detached sidewalks, street trees, and parking on both sides of the street. The intersection of Briarwood Drive and St. Lawrence Drive is a four-way stop and Briarwood Drive has stop controls at both Cabrillo Avenue and Warburton Avenue.

On February 11, 2020, City Council discussed the written petition as item 6 on the agenda. Mr. Bevis and several Briarwood Drive residents voiced their concerns regarding excessive speeds by drivers travelling on Briarwood Drive. Additionally, residents expressed concerns regarding damage to parked cars, accidents, noise from speeding vehicles, cars spinning donuts at the intersection of Briarwood Drive and St. Lawrence Drive, high volume of Santa Clara Unified School District buses

that utilize Briarwood Drive, safety for school children of nearby schools, and overall pedestrian safety and comfort. In conformance with Council Policy and Procedure 30 - *Adding an Item on the Agenda*, City Council did not approve the request for traffic calming measures, however, a motion was made by Councilmember Davis, seconded by Councilmember Watanabe, to agendaize and place this item on the March 31, 2020 Council meeting agenda for further discussion. This item was subsequently deferred to the April 28, 2020 Council meeting agenda due to COVID-19 considerations.

This report provides an update on staff's analysis of the situation and is divided into sections to provide the City Council with the following: 1) background information about the City's Neighborhood Traffic Calming Program, 2) staff analysis of the situation based on recently obtained field data, and 3) recommendations for City Council discussion and consideration.

Neighborhood Traffic Calming Program Overview: On April 27, 1999, City Council approved the City's Neighborhood Traffic Calming Program (NTCP). The NTCP was established to address and resolve local neighborhood traffic concerns in a systematic manner. The NTCP guidelines (Attachment 3) are utilized by staff when analyzing traffic calming requests submitted by residents. Traffic calming requests and concerns can vary significantly and the NTCP offers three levels of traffic calming measures (i.e. improvements), which are dependent on the results of studies, data collection and analysis.

- **Level 1:** Education, public involvement, enforcement efforts, signing, striping, parking controls, and use of the City's speed radar trailer.
- **Level 2:** Alterations of the neighborhood street which can include chokers, chicanes, gateways and rumble strips to deter or prohibit a specific action.
- **Level 3:** Measures similar to Level 2 that may alter neighborhood streets, but these measures may also affect overall neighborhood access and require coordination for emergency response. Examples of Level 3 measures include speed humps, traffic circles, median barriers, forced turn channelization, and diagonal diverters.

NTCP Procedures: The NTCP provides specific procedures by which traffic calming requests should be addressed by staff. These steps are designed to ensure that staff is able to coordinate with residents to fully understand the issues prior to bringing recommendations forth for Council action. Additionally, the process requires that community support is obtained for any proposed traffic calming measures so residents have the opportunity to voice any concerns they might have. The required steps for the NTCP are provided as Attachment 4 and below is a high-level summary:

- Citizens submit a written request to staff for traffic calming in Santa Clara.
- Staff and residents consider the implementation of Level 1 treatments.
- If unsatisfactory in resolving concerns, Level 2 and Level 3 treatments may be considered if certain criteria are met.
- Neighborhood meetings will be scheduled and a neighborhood representative will be selected.
- Level 2 or 3 measures require all residents of the affected neighborhood to be contacted and a petition **must** contain the signatures of property owners representing at least 70 percent of the properties that directly face the block under consideration. There must also be 100 percent concurrence from residents within 100 feet of the proposed Level 2 or Level 3 device.
- If neighborhood concurrence cannot be obtained, Level 2 and Level 3 devices will not be used, and staff will continue to investigate the use of Level 1 treatments in mitigating the traffic concern.

- If the street is eligible for a Level 2 or Level 3 device, the topic will be scheduled for an upcoming City Council meeting. All residents will be notified of the proposal and will be given the opportunity to address Council. If the recommendation is denied, the Level 2 or Level 3 device will not be used, and the City will continue to investigate the use of Level 1 treatments in mitigating the traffic concern. If the recommendation is approved, the Level 2 or Level 3 device will be scheduled for installation.
- If it is determined that the street is not eligible for the requested Level 2 or Level 3 device, the representative will be notified in writing the reason why the street is not eligible. The designated neighborhood representative will be given 15 days to appeal the decision in writing to the City. Only then will the appeal be scheduled to be heard before the City Council.
- If the appeal is denied, the Level 2 or Level 3 device will not be used, and the City will continue to investigate the use of Level 1 treatments in mitigating the traffic concern. If the appeal is approved, the device will be scheduled for installation.

NTCP Level 2/Level 3 Criteria: In addition to NTCP procedures, there are other specific criteria for installation of Level 2 and 3 measures or devices. The full list is provided as Attachment 5 and below is a summary of key criteria:

- The street shall be a two-lane local residential street where the primary function is to provide access to abutting residences. At least 75 percent of street section must be developed residentially, where schools and parks qualify as residential units.
- The speed limit shall be 25 miles per hour or less.
- Traffic volumes shall be greater than 1,000 and less than 3,500 vehicles per day.
- 85 percent of vehicles measured during the data gathering period are traveling greater than 33 miles per hour.
- Installation on a primary emergency response route and/or transit route will NOT be permitted.
- Installation will NOT be permitted where substantial diversions of traffic to other local streets may occur, i.e. move the displaced traffic onto adjacent residential streets.

NTCP Speed Hump Additional Criteria: Additionally, there are further criteria regarding the installation of speed humps. These are included as Attachment 6 and key criteria are listed below:

- The effected street segment should be at least 600 feet in length minimum.
- Speed humps should be located approximately 200 feet from an intersection or a stop sign.
- Speed humps should be located near streetlights when possible in order to illuminate them for safer bicycle and pedestrian passageway at night.
- Spacing between speed humps should be as even as possible in order to produce a relatively uniform speed along the entire street. Speed humps within a series should be placed from 200 to 600 feet apart. Spacing should allow at least one speed hump on each block.
- Emergency response routes, for the most part, are not eligible for installation of speed humps.

DISCUSSION

Data Collection/Results: Upon receipt of the written petition, staff initiated a traffic engineering study of Briarwood Drive and began data collection in mid-February to determine the number and speed of the vehicles using Briarwood Drive between Cabrillo Avenue and Warburton Avenue. Data collection was completed by February 19, 2020 and staff analyzed the data in accordance with the NTCP. A summary of the data results is shown in Table 1.

Table 1: Briarwood Drive Data Collection Results (02/11/20 - 02/13/20)

Location	Direction of Travel	Daily Volume (# of Vehicles)	85 th Percentile Speed (MPH)
Briarwood Drive (Cabrillo to St. Lawrence)	Combined (NB & SB)	1870	32.1
	NB only	623	32.8
	SB only	1247	31.8
Briarwood Drive (St. Lawrence to Warburton)	Combined (NB & SB)	1213	32.4
	NB only	363	32.3
	SB only	850	32.5

Compliance with NTCP: Staff analyzed the characteristics of the subject portion of Briarwood Drive in accordance with the NTCP to determine if Level 2 or 3 traffic calming measures are warranted. While the street meets some of the criteria for Level 2 or 3 traffic calming measures (i.e. primarily a residential street, is a two-lane roadway, not an emergency response route, daily volumes are greater than 1,000 and less than 3,500 vehicles), the 85th percentile speed did not exceed 33 miles per hour. This means that during the analysis period, 85 percent of the vehicles travelling down Briarwood Drive were traveling less than 33 miles per hour.

Based on the Council-approved NTCP, Briarwood Drive does not meet the requirements for Level 2 or 3 traffic calming measure; however, Council could approve a recommendation to waive the criteria in this specific case so that Level 2 or 3 traffic calming measures can be considered.

Additionally, while a written petition was submitted to put this item on an agenda with 62 signatures, this does not result in compliance with the requirement that “At least 70% of the impacted residents and 100% of residents within 100 feet of the proposed device location shall support the installation.” It is estimated that it would take approximately six weeks to conduct the survey which includes preparation, distribution, two-week response period, and staff time to evaluate and summarize the surveys. Council could also approve a recommendation to waive this criteria and direct staff to install speed humps at this location.

Additional Follow Up: In addition to collecting volume and speed data for Briarwood Avenue, staff also completed the following:

- The Santa Clara Police Department deployed the City’s Speed Radar Feedback Trailer to the area (after data collection was complete).
- Staff contacted the Santa Clara Unified School District regarding the resident’s complaints about the high volume of school buses driving at excessive speeds.

Community Meeting: Staff planned a community meeting with residents from Briarwood Drive on March 26, 2020 to discuss the written petition and the preliminary results of the traffic engineering study. However, based on the COVID-19 considerations at the time, the meeting was cancelled. On June 3, 2020 staff held a virtual (i.e. Zoom) community meeting regarding the preliminary results of

the traffic engineering study for Briarwood Drive. The meeting was advertised in coordination with Mr. Bevis and included use of Nextdoor and the distribution of paper notices to residents along Briarwood Drive. Staff provided a presentation that included the information discussed above, such as the data collection/results and lack of current NTCP compliance (70 percent and 100 percent compliance criteria). 25 residents attended and there was a question and answer period following the presentation. Staff committed to creating a project webpage (<https://www.santaclaraca.gov/our-city/departments-g-z/public-works/engineering/traffic-engineering/briarwood-drive-traffic-calming>) on the City's website to provide a copy of the original petition, online website links to the February 11, 2020 City Council meeting, a copy of the June 3, 2020 presentation, question/answers, the 1999 NTCP guidelines, and the traffic data collected.

On June 24, 2020, Mr. Bevis submitted an updated petition with additional names and addresses (Attachment 7). Staff has counted the names and addresses on the January 7, 2020 original petition and added the additional names and addresses from the June 24, 2020 updated petition and per the attached map (Attachment 8), both petitions add up to 70.14 percent (47 of 67 properties signed the petition) of the residents on Briarwood Drive between Cabrillo Avenue and Warburton Avenue supporting traffic calming measures such as speed humps/bumps. Based on the NTCP, data collection, and the neighborhood request, staff is presenting alternatives for Council to consider for implementing Level 1, 2, or 3 traffic calming measures along Briarwood Drive between Cabrillo Avenue and Warburton Avenue.

ENVIRONMENTAL REVIEW

The Project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Section 15301(c) Existing Facilities, as the activity consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination.

FISCAL IMPACT

The total cost of the project is undetermined at this time as a conceptual design has not been agreed to and finalized, which will depend on the selected alternative. Currently, there is available budget of \$490,276 within Capital Improvement Program Project No. 1211 Neighborhood Traffic Calming in the Streets and Highway Capital Fund included in the FY 2019/20 Adopted Capital Improvement Program Budget. Additionally, there will be a cost to maintain traffic calming features once installed. This cost is also undetermined at this time. If there will be any significant cost required to maintain the selected alternative, a budget amendment will be submitted at a later date.

COORDINATION

This report has been coordinated with the Santa Clara Police Department, Santa Clara Fire Department, 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>>.

ALTERNATIVES

1. Do not approve the installation of Level 2 or 3 traffic calming measures (including speed humps) as the 85th percentile speed does not exceed 33 mph as required by the NTCP and direct staff to proceed per the NTCP with the installation of Level 1 traffic calming measures.
2. Waive the requirements of the NTCP, allow the installation of Level 2 or 3 traffic calming measures (including speed humps) due to the 85th percentile speed being close to exceeding 33 mph, and direct staff to work with the community to obtain the necessary written petition approvals from the residents to comply with the NTCP.
3. Waive the requirements of the NTCP, allow the installation of speed humps along Briarwood due to the 85th percentile speed being close to exceeding 33 mph, direct staff to finalize speed hump locations, and waive both the 70% and 100% approval requirements for written petition approvals from the residents.
4. Any other action as directed by Council.

RECOMMENDATION

Staff makes no recommendation: however, the City Council may select from any of the policy alternatives below:

1. Do not approve the installation of Level 2 or 3 traffic calming measures (including speed humps) as the 85th percentile speed does not exceed 33 mph as required by the NTCP and direct staff to proceed per the NTCP with the installation of Level 1 traffic calming measures.
2. Waive the requirements of the NTCP, allow the installation of Level 2 or 3 traffic calming measures (including speed humps) due to the 85th percentile speed being close to exceeding 33 mph, and direct staff to work with the community to obtain the necessary written petition approvals from the residents to comply with the NTCP.
3. Waive the requirements of the NTCP, allow the installation of speed humps along Briarwood due to the 85th percentile speed being close to exceeding 33 mph, direct staff to finalize speed hump locations, and waive both the 70% and 100% approval requirements for written petition approvals from the residents.
4. Any other action as directed by Council.

Reviewed by: Craig Mobeck, Director of Public Works

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Written Petition
2. Location Map
3. Neighborhood Traffic Calming Program Guidelines
4. Procedure for the Evaluation of Requests
5. Criteria for Installation of Level 2 and 3 Devices
6. Additional Criteria - Installation of Speed Humps
7. Updated Written Petition - Additional Names/Addresses
8. Written Petition Map



2020 JAN -9 AM 10:44

CITY COUNCIL WRITTEN PETITION

Please provide the information requested below. When complete, please submit to the City Clerk's Office, 1500 Warburton Avenue, Santa Clara, CA 95050.

Date: January 7, 2020

I, Alan Todd Bevis, am hereby requesting to be placed on the Santa Clara City Council Agenda for the following purpose:

Speed bumps or some other traffic calming measures need to be instituted along the 1701 - 2020 blocks of Briarwood Drive (between Cabrillo Avenue and Warburton Avenue): the excessive speeds of motorists, including Santa Clara School District buses daily endanger the lives of the residents, their families, (many of which with small children) as well as resident's pets. In addition, there have been multiple recent incidents of speeding that have resulted in costly damage to resident's parked cars.

Also, "side show" activity has been reported at the 4-way stop sign intersection of Briarwood Drive and St. Lawrence Drive. Noise is a daily problem caused by speeding vehicles, often exacerbated by the vibration of speeding vehicles that set off the car alarms of resident's vehicles that have been parked on the street. Our street is no longer safe and it is the duty for the

City to provide necessary and effective traffic calming measures before a tragedy occurs.

I understand that it is important that I attend the meeting in the event there are any questions the Council wishes to ask me.

*Attached are 62 signatures collected from the residents of Briarwood Drive overwhelmingly favor of this traffic calming solution.

Signed:

NAME: Alan Todd Bevis

ADDRESS: 1961 Briarwood Drive

Street

Santa Clara

95051

City

Zip Code

TELEPHONE:*

(408) 207-7428

Optional

DATE:

January 7, 2020

*NOTE: This is a public document. If your telephone number is unlisted or if you do not want it to be public, please provide an alternate number where you can be reached.

Briarwood Drive Speed Bump Petition - 2019

Name	Mailing Address - Number/Street
Sachin Adlakha	1981 Briarwood Dr Santa Clara CA 95051
ARUNKUMAR DRUADASS	3511 WARBURTON AVE SANTA CLARA CA 95051
PREETHA MANDHAR	"
Emily Ralph	1960 Briarwood Dr. Santa Clara CA 95051
Dave Ralph	↑ Same as above
Jyoti Choudhary	2124 Briarwood Dr, SANTA CLARA 95051
Vaibhav Rao	2124 Briarwood Dr, Santa Clara, CA 95051
V MOORE	1970 BRIARWOOD DR SANTA CLARA 95051
Mathew Cotton	2000 Briarwood Dr. Santa Clara 95051
Diana Flagler	1851 Briarwood Dr. Santa Clara 95051
Paul Flagler	1851 Briarwood Dr. Santa Clara 95051
Pat Angotti	1911 Briarwood Dr. Santa Clara Ca. 95051
Kim Montgomery	1851 Briarwood Dr. Santa Clara Ca 95051
Inge Buchterkirchen	1755 Briarwood Dr. Santa Clara CA 95051
Jessie Jacobson	1726 Briarwood Dr Santa Clara, CA 95051
Ruei-Mei Yang	1742 Briarwood Dr., Santa Santa Clara CA 95051

Briarwood Drive Speed Bump Petition - 2019

Name	Mailing Address - Number/Street
Danella Rugh	2000 Briarwood Dr. Santa Clara 95051
Noel Larson	1980 Briarwood Dr. Santa Clara 95051
Jocelyn Zhou	1980 BRIARWOOD Dr, Santa Clara 95051
Bao Vu	1991 Briarwood Dr, Santa Clara 95051
Ana Duran	1990 Santa Rosa Ct Santa Clara 95051
Yuriy Bugnerich	2151 Briarwood Dr Santa Clara 95051
Annam Shankar	3501 Waverburton Ave Santa Clara 95051
Sufen Xie	1733 Briarwood Dr Santa Clara
Lokpui Tse	1733 Briarwood Dr Santa Clara
Jillian Houie	1800 Briarwood Drive, Santa Clara, Cal. 95051
Qi Xiao	1910 Briarwood Dr, Santa Clara, CA 95051
Yan Lu	1910 Briarwood Dr. Santa Clara. CA 95051
Fei Han	1941 Briarwood Dr. Santa Clara, CA 95051
Fei Luo	1921 Briarwood Dr. Santa Clara, CA 95051
Mingwang Tang	1921 Briarwood Dr
Xue Yang	1941 Briarwood Dr

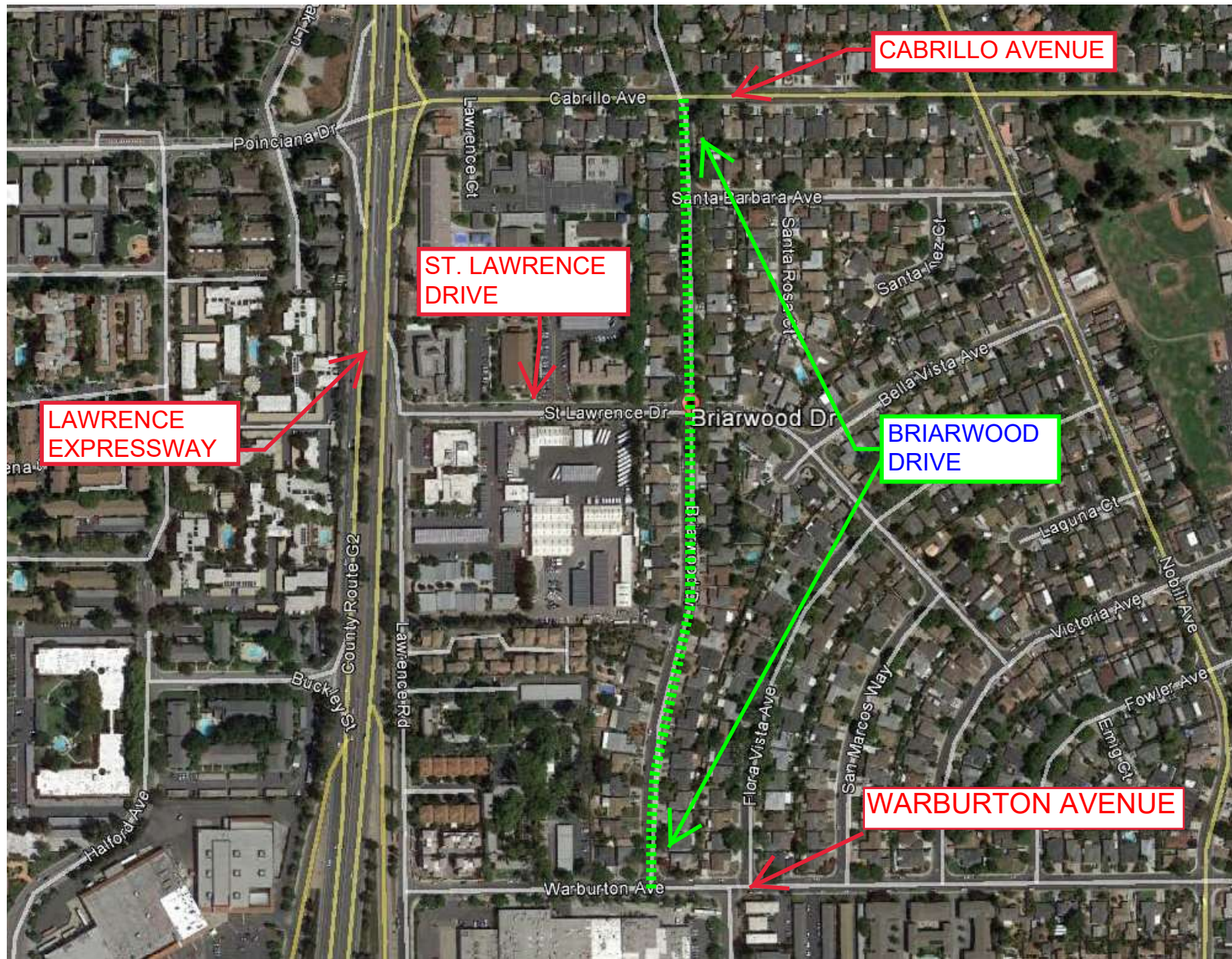
Briarwood Drive Speed Bump Petition - 2019

Name	Mailing Address - Number/Street
Kiran Sawani	1758 Briarwood Drive Santa Clara, CA
Phil Hawkins	1774 Briarwood Dr. Santa Clara, CA
John Estep	1801 Briarwood Dr., Santa Clara, CA
Yongui Yi	1801 Briarwood Dr., Santa Clara, CA
Jim Ngo	1811 Briarwood Dr, Santa Clara, CA
Ryan Downey	1841 Briarwood Dr, Santa Clara, CA
PAM CASEM	1870 BRIARWOOD DR., SANTA CLARA, CA
Jon Ancheta	1870 BRIARWOOD DR. SANTA CLARA, CA
Chinmayee Shah	1871 Briarwood Dr, Santa Clara, CA
Carla J. J. J.	1891 Briarwood Dr Santa Clara
Dr. M. M. M.	1957 BRIARWOOD DR. S.C. 95057
Nemi M. M.	1957 Briarwood drive, Santa Clara 95057
Chau Dang	1991 Briarwood Dr Santa Clara CA 95051
Theresa Willett	1990 Briarwood Dr Santa Clara CA 95051
Matt Hancock	1810 Briarwood Dr Santa Clara
Pitambari Parekh	1850 Briarwood Dr. Santa Clara

Briarwood Drive Speed Bump Petition - 2019

Name	Mailing Address - Number/Street
PHUNG YEN PHUNG	1880 Briarwood dr
Don Torrodaych	1890 Briarwood Dr.
Sally Voik	1900 Briarwood Dr.
JAN LHO	1931 Briarwood Dr.
MU FENG	1931 Briarwood Dr.
Lorraine Hiron	1930 BRIARWOOD DR
Ibrahim Avcı	1990 Briarwood Dr
Keiko Avcı	1990 Briarwood Dr.
STUART STEINFELD	1971 BRIARWOOD DR
Moya Devise	1971 Briarwood Dr
Edgar Stempel	1971 briarwood Dr
Jim Tran	1721 Briarwood Dr
TODD BEVIS	1961 BRIARWOOD DR. SANTA CLARA 95051
Sheng Bevis	1961 Briarwood Dr. Santa Clara, 95051

LOCATION MAP - BRIARWOOD DRIVE



NEIGHBORHOOD TRAFFIC CALMING PROGRAM

City of Santa Clara
Department of Public Works



April 1999

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INTRODUCTION

The Neighborhood Traffic Calming Program (NTCP) was established by the City of Santa Clara to address and resolve local neighborhood traffic concerns and quality of life issues. The NTCP expands the City's current approach to mitigate the neighborhood concerns in a systematic and efficient manner. The program provides outlines of the broad range of possible solutions to the problem(s). The program is based upon the techniques that are being utilized by surrounding cities in the South Bay. In developing the program, City staff reviewed the traffic calming programs of these cities and evaluated their full impacts as well as the relevant experience of each city.

The process begins with the resident reviewing the NTCP guidelines, identifying the problem, and then forwarding the concern to the Traffic Engineering Division staff:

CITY OF SANTA CLARA
Attn: City Traffic Engineer
1500 Warburton Avenue
Santa Clara, CA 95050

Telephone Number: (408) 261-5200
Fax Number: (408) 985-7936

Purpose

The City periodically receives through the various City departments public concerns about excessive vehicle speeding and high cut-through traffic on neighborhood streets in the City. In many instances, when motorists are faced with a congested arterial route choose to use non-arterial streets on neighborhood streets. This consequently has led to an increase in demand from residents for traffic calming devices to be installed in their neighborhood streets to mitigate the subsequent traffic problems that are either real or perceived.

In reaction to these concerns as well as the desires of the City to provide its residents with a methodical approach to managing and quickly respond to these concerns, the City Manager was requested to develop a comprehensive Neighborhood Traffic Calming Program (NTCP). This program is not intended to replace but rather to supplement current City practices.

"Neighborhood Traffic Calming" expresses the sentiments of residents who wish to maintain peaceful and people-friendly streets within their neighborhoods by either minimizing or eliminating the undesirable impacts caused by the motoring public. While all streets are public property, residents have particular concerns about streets in their neighborhoods. The City understands the concerns residents may have regarding their neighborhood streets and supports the residents in taking a special interest. As such, the NTCP aims to facilitate the maintenance and enhancement of elements characteristic of livable communities, which include elements supporting security and safety of all residents and visitors, the sense of home and privacy, and the feeling of community identification.

The City believes this program will provide a framework which can be consistently applied in addressing a myriad of traffic safety concerns as well as quality of life issues as they are encountered by residents and the City. These concerns include limited sight distance, on-street parking, pedestrian and bicyclists safety, right-of-way control, high incidence of accidents, excessive vehicle volumes and excessive speeding. The program is designed, however, to be flexible enough to respond to case-by-case situations and to be amended as necessary. Furthermore, the traffic calming measures included as part of the NTCP should be implemented only to address documented safety or traffic concerns supported by traffic engineering studies. All implementations shall adhere to the guidelines provided in this report unless decided otherwise by the City Traffic Engineer

Has your neighborhood experienced any of the following problems:

- ☐ Limited sight distance – vegetation and parked vehicles.
- ☐ Concern for pedestrian safety.
- ☐ Parking control and prohibition.
- ☐ Right-of-way traffic control at intersections.
- ☐ High incidence of accidents.
- ☐ Excessive vehicle volumes.
- ☐ Excessive speeding.

Here are some of the solutions for the problems identified:

□ Limited sight distance – vegetation and parked vehicles.

What can be done about sight obstructions or restrictions?

- When foliage is the culprit in compromising sight visibility, City forces will either trim or remove the shrub or tree. When the tree is within the resident's property, the City will notify the resident of his/her responsibility to correct the problem.
- When parked vehicles or other obstructions are causing a sight restriction preventing motorists from seeing approaching vehicles, the City Council can authorize the City Traffic Engineer to prohibit parking of vehicles, garbage bins, storage bins, or any other obstruction to provide all road users with adequate sight distance.

□ Concern for pedestrian and bicyclist safety.

How can the City help provide a safe environment for pedestrians?

- Police Department conducts pedestrian and bicycle school safety programs (on request). These programs alert and educate pedestrians and bicyclists to potential safety hazards.
- Suggested safe route to school programs. Through cooperative efforts between the City, School Districts, and parents a safe route to and from school can be determined.
- Traffic control tools are available that can assist pedestrians and bicyclists in negotiating street facilities. When warranted marked crosswalks, adult crossing guards, flashing beacons, stop signs, traffic signals, detector loops, pedestrian push buttons, etc. can be used.
- When warranted the construction of sidewalks will provide a path for pedestrians to separate them from vehicles, reducing the potential for conflicts.
- When warranted and when there is sufficient right-of-way, bicycle lanes and bicycle paths can improve the comfort and safety of bicyclists.

- Traffic chokers. These are geometrically designed features that physically narrow the street, reducing the distance for pedestrians when crossing the street.
- Stop signs. These assign the vehicular and pedestrian right-of-way at intersections.
- Traffic signals. Electronic traffic control that assigns vehicular and pedestrian right-of-way at intersections. In addition they facilitate traffic flow through the intersection.

□ **High incidence of accidents.**

Depending on the location of reported accidents, some of the solutions that Traffic Engineers have to reduce the number of accidents are the following:

- Speed limit or warning signs. Regulatory signs will inform motorists of the vehicle speeds they are expected to travel and warning signs will alert them to unexpected road conditions.
- Right-of-way control assignments. Where traffic accidents, vehicular volumes, and time delays are substantial, traffic controls like stop signs and traffic signal can help to provide adequate time gaps to enter the intersection.
- Road improvements. When warranted the types of road improvements possible are: sidewalks, street lights, street width modification, etc.
- Request for increased Santa Clara Police Department Traffic Enforcement. Selective enforcement provides an education opportunity by adding emphasis on observing the rules of the road.
- Traffic Engineering Studies and Observations. Traffic volume, speed, roadway, and accident studies can be conducted to assess the nature and extent of the problem. Roadway conditions such as sight distances, pavement conditions, traffic signing, pavement markings, and roadway geometry are reviewed to determine the effect they have on the driving conditions. The findings from these studies can be used to help in lessening the traffic concern by either improving the situation or by demonstrating the situation is not as adverse as perceived.
- Installation of striping, stop signs, additional and larger speed limit signs, and "25" pavement messages. These are recommended as treatments to increase the motorist's awareness and other driving conditions by highlighting various areas of the roadway.

□ **Excessive vehicle volumes.**

What types of traffic control tools are available to reduce vehicle volumes?

- Turn prohibition signs. The success of these regulatory signs will depend on their general acceptance by motorists. When posted, they will prohibit specific turning movements.
- Raised curb medians and forced-turn channelization. These are permanent physical features used as street median barrier or at intersections to prevent through traffic from making turning movements onto local neighborhood streets.
- Semi-diverters (half-closures). These are permanent physical structure(s), serving as barriers to prevent access onto local streets by through traffic.
- Diagonal diverters. These are permanent physical barriers that are placed diagonally across the intersections to re-direct through traffic away from local neighborhoods.
- Cul-de-sac. A complete physical barrier blocking through traffic.

□ **Excessive speeding.**

How can it be controlled?

- Speed limit signs and "25" pavement messages. Either used separately or as a combination, they are one of the most cost effective measures in increasing the awareness of motorists traveling through a neighborhood street. These two devices do not have glaring negative impacts as far as air quality, emergency response time, maintenance, and liability exposure are concerned.
- When warranted geometrically designed features or barriers can be used, such as speed humps and traffic circles to reduce vehicle speeds on local neighborhood streets.

How can the posted speed limit be enforced or monitored?

- Radar Speed Trailer. The deployment of the radar speed trailer is coordinated by the Police Department. It is primarily used as an educational tool. The primary intent of the radar speed trailer is to remind motorists of the prevailing speed limit and the need to check their speedometer on a more frequent basis. It is important to note that the trailer is not an enforcement device.

- Increased Police Enforcement. Police enforcement has proven, over the years, to be the most effective and successful technique in reducing speeds within a residential area. Police presence alone would increase safety awareness in residential streets. Unlike other costly traffic measures, police enforcement has the distinct advantage of impacting offending drivers without affecting the convenience or mobility of motorists who obey the rules of the road. The speeding pattern sometimes crop up again when enforcement activity is not periodically resumed. Due to various City-wide needs and the amount of traffic movement within the City, particularly during commute hours, the Police Department cannot always provide the desired amount and frequency of enforcement residents would like. Without regular periodic enforcement, long-term benefits of speed reduction may be diminished.

Traffic Management Strategies

Traffic calming options to address residential traffic concerns can generally be categorized as follows:

1. Meeting with and educating residents to better understand the nature and extent of traffic problem(s). A discussion of potential solutions to those problems often brings to light the likely benefits and potential impacts.
2. Enforcing general laws and ordinances pertaining to speed limits, turning restrictions, intersection control and parking regulations. This may entail the establishment or revision of City ordinances.
3. Utilizing traffic control devices that provide specific regulatory, warning or guide messages to pedestrians, bicyclists, motorists and all users of the roadway.
4. Neighborhood meetings and installing physical geometric design features that influence or direct the movement of vehicles, bicyclists or pedestrians within the neighborhood streets. In general, these designs cause either vertical or lateral modifications to achieve their objectives. Only when the methods in items 1, 2 and 3 have proven ineffective should these measures be utilized in addressing residential concerns.

As stated, the NTCP is intended to expand the City's current practices to mitigate cut-through traffic, speeding and other traffic-related problems in residential neighborhoods. In line with the management strategies above, traffic calming options available through the NTCP are generally classified under one of the following three categories:

- **Level 1** -- These measures are generally comprised of studies, data collection efforts, observations, education, public involvement, enforcement efforts, new striping, new signage, parking controls and the use of the speed radar trailer (see categories 1-3 above). These measures are sometimes referred to as passive controls.
- **Level 2** -- These measures include neighborhood meetings and generally require the alteration of the physical configuration of neighborhood streets (see category 4 above). These measures are sometimes referred to as physical controls and common characteristics are that by their physical form they force or prohibit a specific action. These features are largely self-enforcing and create a visual impression that a street is not intended for through traffic. Level 2 treatments include neighborhood meetings, chokers, chicanes, gateways and rumble strips. While Level 2 measures may possibly negatively impact emergency response times of service vehicles, sound engineering and design in coordination with emergency service departments can reduce the impacts to a minimum.

- **Level 3 --** Level 3 measures are similar to Level 2 measures in that they require alteration of the physical configuration of neighborhood streets and force or prohibit a specific action, however, the intrinsic features of Level 3 measures critically affect neighborhood access and emergency response. Level 3 treatments include speed humps, traffic circles, median barriers, forced turn channelization, diagonal diverters and cul-de-sacs. **Because emergency response routes (see pages 15 and 16) are part of vital routes in providing life-saving services to all City citizens and visitors, they will not be eligible to receive Level 3 treatments.**

Table 1

Level 1 Neighborhood Traffic Calming Options

	Traffic Calming Measure	Speed Reduction	Volume Reduction Traffic Diversion	Noise Increase	Loss of On-Street Parking	Access Restriction	Bus Route and Emergency Vehicle Response Impacts	Increase in Street Maintenance	Estimated Installation Cost
1	Increased Police Enforcement	Yes	Possible	No Change	None	None	None	No	
2	Special Neighborhood Signs	Possible	No	No Change	None	None	None	No	\$50 per sign
3	Speed Limit Signs and Pavement Messages	Possible	No	No Change	None	None	None	No	\$50 per sign
4	Speed Radar Trailer	Yes	No	No Change	None	None	None	No	
5	Striping Narrower Lanes	Yes	Possible	No Change	None	None	None	Yes	\$1,000 per lane mile
6	Higher Visibility Crosswalks	Possible	No	No Change	None	None	None	Yes	\$1,000 per crosswalk
7	Stop Signs	Possible	No	Increase	None	None	None	No	\$1000 per set
8	Turn Restriction Signs	Possible	Yes	Yes	None	Yes	None	No	\$50 per sign

Table 2

Level 2 and Level 3 Neighborhood Traffic Calming Options

A) LEVEL 2

	Traffic Calming Measure	Speed Reduction	Volume Reduction Traffic Diversion	Noise Increase	Loss of On-Street Parking	Access Restriction	Bus Route and Emergency Vehicle Response Impacts	Increase in Street Maintenance	Estimated Installation Cost
1	Neighborhood Meetings	Possible	Possible	No Change	None	None	None	No	
2	Chokers	Yes	Possible	No Change	Yes	None	Yes	No	\$5,000-\$40,000 per set
3	Chicanes	Yes	Possible	Increase Possible	Yes	None	Yes	Possible	\$50,000-\$75,000 or more
4	Gateways	Yes	Possible	Decrease	None	Yes	Yes	No	\$5,000-\$20,000
5	Rumble Strips	Yes	Possible	Yes (High)	None	None	None	Yes	\$500

B) LEVEL 3

	Traffic Calming Measure	Speed Reduction	Volume Reduction Traffic Diversion	Noise Increase	Loss of On-Street Parking	Access Restriction	Bus Route and Emergency Vehicle Response Impacts	Increase in Street Maintenance	Estimated Installation Cost
1	Neighborhood Meetings	Possible	Possible	No Change	None	None	None	No	
2	Speed Humps	Yes	Yes	Increase	Yes	None	Yes	Yes	\$2,000-\$4,000 per hump
3	Traffic Circles	Yes	Possible	No Change	Yes	None	Yes	Yes	\$5,000-\$20,000
4	Median Barrier	Possible	Yes	Decrease	None	Right Turn Only	Yes	No	\$5,000-\$20,000 per block
5	Intersection Channelization	Yes	Possible	No	Yes	None	Yes	Possible	\$30,000
6	Diagonal Diverter	Yes	Yes	Decrease	Possible	Left or Right Turn Only	Yes	No	\$10,000-\$15,000
7	Cut-De-Sac (Dead end)	Yes	Yes	Decrease	Yes	Total	Yes	No	\$50,000

Impacts of Traffic Calming Measures

While Level 2 and Level 3 options have the potential to achieve the desired results, they can also present significant problems that compound the initial concern of the resident. From the resident's point of view, the benefits are quite often obvious while the shortcomings may be less apparent. There are different types of traffic calming devices and measures, and their impacts will vary depending on the application and the existing roadway conditions. In recommending the use of Level 2 and Level 3 calming measures, it will be the City's policy to proceed with caution and to fully investigate potential problems associated with their implementation.

In order to determine the suitability of traffic calming devices for remedying residential traffic problems, it is first important to quantify the problem to determine the nature and extent of the problem(s) to be solved. Each problem should be handled on a case-by-case basis and described qualitatively as well. Also, the real problem, not just the perceived concern, must be identified to ensure the solution achieves the desired result.

The experiences of other jurisdictions illustrate that negative impacts must be identified and then weighed against the benefits of the proposed traffic calming method. Furthermore, delays to services including transit, police, fire, ambulance, waste collection, and street cleaning can have adverse implications, resulting in a compromise to neighborhood safety and livability. Traffic calming measures and devices should be applied only where sound engineering judgement justify their use. The City, however, shall strive for a balance between responsive customer service and sound engineering judgement in dealing with residential requests for Level 2 or Level 3 traffic calming devices and measures.

The emergency response route table and map in the following pages show the residential streets that are highly utilized by the Police and Fire Department. **Because these streets are part of vital routes in providing life-saving services to all City citizens and visitors, they will not be eligible to receive Level 3 treatments.** These emergency response routes, however, are eligible for Level 2 treatments. Like Level 3 devices, Level 2 devices have a negative impact on the response times of emergency vehicles/units, but to a lesser degree.

Police and Fire Emergency Response Routes Two-Lane Residential Streets

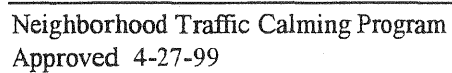


Table 3

**Police and Fire Emergency Response Routes
Two-Lane Residential Streets**

STREET	LIMITS		
	ENTIRE LENGTH	FROM	TO
Agate Drive		French Street	Monticello Way
Agate Drive		Chromite Drive	700' North of Chromite Dr.
Agnew Road		Calabazas Creek	Lafayette Street
Alpine Avenue	X		
Alviso Street		Benton Street	Lewis Street
Alviso Street		Market Street	Newhall Street
Argus Way	X		
Belomy Street		Saratoga Avenue	Jackson Street
Benton Street		Wood Duck Avenue	Lawrence Expwy.
Benton Street		Los Olivos Drive	El Camino Real
Buchanan Drive		Benton Street	El Camino Real
Buckingham Drive		Stevens Creek Blvd.	Mauricia Avenue
Cabrillo Avenue		Lawrence Expwy.	Main Street
Calle De Primavera	X		
Chromite Drive	X		
Clyde Avenue	X		
Civic Center Drive		Warburton Avenue	Monroe Street
Cronin Drive		Stevens Creek Blvd.	Pruneridge Avenue
Cypress Avenue		Stevens Creek Blvd.	Pruneridge Avenue
Eastwood Circle	X		
El Sobrante Avenue	X		
Flora Vista Avenue		Benton Street	Warburton Avenue
Forbes Avenue		Harvard Avenue	Los Padres Blvd.
Fordham Drive		Cabrillo Avenue	Monroe Street
Forest Avenue		Brookside Avenue	Henry Avenue
Francis Avenue	X		
Gamblin Drive		Pruneridge Avenue	Fontana Drive
Glade Drive	X		
Granada Avenue		Lawrence Expwy.	Pomeroy Avenue
Greenwood Drive	X		
Halford Avenue	X		
Harold Avenue		Forest Avenue	Pruneridge Avenue
Hogan Drive	X		
Homestead Road		San Tomas Expwy.	Lafayette Street

Table 3 (Continued)

**Police and Fire Emergency Response Routes
Two-Lane Residential Streets**

STREET	LIMITS		
	ENTIRE LENGTH	FROM	TO
Jackson Street		Bellomy Street	Market Street
Kaiser Drive	X		
Keystone Avenue		Buckingham Drive	Saratoga Avenue
Lakeshore Drive	X		
Las Palmas Drive		Homstead Road	Benton Street
Laurie Avnue	X		
Lincoln Street		Homstead Road	El Camino Real
Lochinvar Avenue	X		
Los Olivos Drive	X		
Los Padres Blvd.	X		
Machado Avenue		Del Monte Avenue	Monroe Street
Main Street		Sahara Way	Benton Street
Mark Avenue		Santa Cruz Avenue	Francis Avenue
Market Street		Saratoga Avenue	The Alameda
Mauricia Avenue	X		
Monroe Street		Scott Boulevard	Newhall Street
Monticello Way	X		
Newhall Street		Washington Street	East City Limits
Nobili Avenue		El Camino Real	Monroe Street
Oakwood Drive	X		
Park Avenue		Bellomy Street	East City Limits
Peacock Avenue	X		
Pepper Tree Lane		Homstead Road	Kaiser Drive
Poinciana Drive		Halford Avenue	Lawrence Expwy.
Pomeroy Avenue		Pruneridge Avenue	Warburton Avenue
Sahara Way		Monroe Street	Main Street
South Drive	X		
Tan Oak Drive	X		
Warburton Avenue		Flora Vista Avenue	Laine Avenue
Warburton Avenue		Los Padres Blvd.	Monroe Street
Wood Duck Avenue		Benton Street	Peacock Avenue
Woodhams Road	X		

Procedure for the Evaluation of Requests

1. Citizens shall submit a request for implementation of traffic calming measures in writing to the following:

City of Santa Clara
Traffic Engineering Division
1500 Warburton Avenue
Santa Clara, CA 95050

2. Initial steps will be to consider and determine the effectiveness and feasibility of Level 1 Traffic Calming measures in mitigating the concern(s). The City Traffic Engineer will work directly with citizens to develop solutions involving Level 1 treatments.
3. Should Level 1 treatments prove unsatisfactory in resolving the concern, Level 2 and Level 3 treatments will then be considered. A neighborhood meeting will be scheduled to allow residents of the impacted neighborhood to express their concerns. The meeting will be conducted to identify the issue(s) of concern and to arrive at a feasible solution. A neighborhood representative or contact person shall be identified/selected at this meeting. The designated representative will be given a standard Traffic Calming Request/Petition Form and will be expected to collect all necessary signatures from residents. Also, the neighborhood representative will act as a facilitator between the neighborhood residents and the Traffic Engineering Division staff.
4. The neighborhood representative indicated above shall return the completed Request/Petition Form to the Traffic Engineering Division within 30 calendar days. All residents of the affected neighborhood are to be contacted and the petition must contain the signatures of property owners representing at least 70% of the properties that face directly on the block under consideration. There must also be 100 percent concurrence from residents within 100 feet of the proposed Level 2 or Level 3 device. A separate petition must be submitted for each block.

If the neighborhood representative cannot obtain the necessary neighborhood concurrence, Level 2 and Level 3 devices will not be used and the Traffic Engineering Division will continue to investigate the use of Level 1 treatments in mitigating the traffic concern.

Completed petitions shall be submitted to the Traffic Engineering Division at the address indicated above.

5. Once the petition is received, the Traffic Engineering Division will undertake engineering studies and will work closely with the Police and Fire Departments to determine whether or not the street in question meets the established criteria for an installation.

If the street is eligible for a Level 2 or Level 3 device, the matter will be scheduled for an upcoming City Council meeting. All residents will be notified of the proposal and will be given the opportunity to address Council. If the recommendation is denied, the Level 2 or Level 3 device will not be used and the Traffic Engineering Division will continue to investigate the use of Level 1 treatments in mitigating the traffic concern. If the recommendation is approved, on the other hand, the Level 2 or Level 3 device will be scheduled for installation.

If, on the other hand, it is determined that the street is **not** eligible for the requested Level 2 or Level 3 device, the representative will be notified in writing giving the reason why the street is not eligible. The designated neighborhood representative will be given 15 days to appeal the decision in writing to the Traffic Engineering Division. Only then will the appeal be scheduled to be heard before the City Council.

If the appeal is denied, the Level 2 or Level 3 device will not be used and the Traffic Engineering Division will continue to investigate the use of Level 1 treatments in mitigating the traffic concern. If appeal is approved, on the other hand, the device will be scheduled for installation.

6. Evaluation of Level 2 and Level 3 devices will be done on a first-come first-served basis.
7. Level 2 and Level 3 devices will only be installed in conformance with the design guidelines that have been established by the City Traffic Engineer.
8. If there is subsequently a desire by residents to remove a Level 2 or Level 3 device, it will only be considered for removal after a petition requesting removal is received by the Traffic Engineering Division from property owners representing at least 70% of the properties that face directly on the block.
9. Contracts for the installation of Level 2 or Level 3 device installations will be bid semi-annually. When funding runs out, improvements will be done after subsequent budgets are approved. All installations will be prioritized according to the priority scoring system established in this report.

CITY OF SANTA CLARA

Traffic Engineering Division

PETITION FOR INSTALLATION OF LEVEL 2 AND LEVEL 3 TRAFFIC CALMING DEVICES

The undersigned approve/disapprove the implementation of a traffic calming measure on the following residential street:

on _____ between _____ and _____

The undersigned have read the Neighborhood Traffic Calming Program (NTCP) installation and removal policy and fully understand the procedures.

All persons signing this petition do hereby certify that they reside within the area impacted .

Return petition forms to:

City of Santa Clara
Traffic Engineering Division
1500 Warburton Avenue
Santa Clara, Ca 95050

Contact person(s): _____ Phone No(s): _____

The contact person(s) will act as the facilitator(s) between the neighborhood residents and the Traffic Engineering Division staff. The facilitator's duties will include collection of all necessary signatures from residents.

ONLY ONE SIGNATURE ALLOWED FOR EACH ADDRESS

Name (Please Print)	Address	Phone No.	(Signature Required) APPROVE	(Signature Required) DISAPPROVE
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
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11.				
12.				
13.				
14.				
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16.				
17.				
18.				
19.				
20.				

* Level 3 devices shall not be installed on emergency response routes.

Criteria for Installation of Level 2 and 3 Devices

The following criteria must be met for the installation of Level 2 and Level 3 devices:

1. The street shall be a two-lane local residential street where the primary function is to provide access to abutting residences. At least 75% of street section must be developed residentially, where schools and parks qualify as residential units.
2. The overall pavement shall be no more than one lane of traffic in each direction.
3. The posted speed or prima facie speed shall be 25 miles per hour or less.
4. Traffic volumes shall be greater than 1,000 and less than 3,500 vehicles per day.
5. The 85th percentile speed shall exceed 33 miles per hour on 25 miles per hour streets.
6. Installation on a primary emergency response route and/or transit route shall **NOT** be permitted.
7. At least 70% of the impacted residents and 100% of residents within 100 feet of the proposed device location shall support the installation. Furthermore, 100% of all impacted residents shall be notified of the petition. The boundaries of the affected areas as well as the identification of the impacted residents will be determined by the City Traffic Engineer.
8. Installation will not be permitted where substantial diversions of traffic to other local streets may occur, i.e. move the displaced traffic onto adjacent residential streets.
9. Devices shall be located a minimum of 5 feet from driveways, manholes, drain inlet, water valves, street monumentation, and other appurtenance.
10. Devices shall be located a minimum of 25 feet from fire hydrants.
11. Devices shall be installed only where minimum safe stopping sight distance (as defined in AASHTO's A Policy of Geometric Design of Streets) can be provided.
12. Emergency response routes (see pages 15 and 16) are not eligible for installation of Level 3 devices.

Additional Criteria - Installation of Speed Humps

The following criteria must also be met for the installation of speed hump(s):

1. The street shall have adequate existing curb and gutter on each side of the street to prevent flooding in the area of the speed hump.
2. The effected street segment should be at least 600 feet in length minimum.
3. The first speed hump in a series should normally be located in a position were it can not be approached at high speed from either direction. To achieve this objective, the first hump should be located at approximately 200 feet from an intersection or a stop sign, unless decided otherwise by the City Traffic Engineer.
4. Speed humps shall not be installed within horizontal curves of less than 300 feet centerline radius, and on vertical curves with less than the minimum safe stopping sight distance. Humps shall be located on tangent rather than curve sections.
5. Speed humps should be located in line with or near residential property lines whenever possible.
6. Speed humps should be located near street lights when possible in order to illuminate speed humps for safe bicycle and pedestrian passageway at night.
7. Spacing between speed humps should be as even as possible in order to produce a relatively uniform speed along the entire street. Speed humps within a series should be placed from 200 to 600 feet part. Spacing should allow at least one speed hump on each block.
8. Emergency response routes (see pages 15 and 16) are not eligible for installation of speed humps.

Priority Scoring System for Installation of Level 2 and 3 Devices

In order to ensure that the City's traffic safety funding is allocated to street segments with the greatest need, a priority point system is used to rank the locations where Level 2 and 3 devices are requested. The Council-approved installations shall be ranked for installation/removal according to the following point system:

- Percent of vehicles exceeding speed limit.....1 point/percentage point
- Number of vehicles over 1,000 daily traffic volume.....1 point/100 vehicles
- Number of reported speed related accidents (in last 2 years.).....10 points/accident
- Vicinity to schools or parks (within 1 block).....5 points each
- Percent of property owners approving installation(s).....1 point/percentage point

The total of the five evaluation criteria shall be used to determine the prioritization of the eligible installations. The installations not funded for a specific funding cycle shall be re-evaluated and shall compete on an annual basis with any new eligible installation on a priority basis.

Conclusion

Instead of replacing current City practices, the emphasis of the Neighborhood Traffic Calming Program (NTCP) is to broaden the traffic calming options available to residents wishing to calm traffic in their neighborhoods. Many of the concerns can be resolved by utilizing current City practices (Level 1) which have consistently proven over the years to be very effective at calming traffic. Ultimately, the program will help all the parties involved in determining the suitability of alternative traffic calming treatment(s) for a given neighborhood.

Basically, traffic calming measures are aimed at counteracting the negative impacts of traffic speeding and cut-through traffic in residential areas. Some of the benefits of traffic calming devices and measures include the following: reduced vehicle speed, reduced traffic flows, improved public safety, increased comfort and mobility for non-motorized travel, reduced noise and air pollution, increased street activity and neighborhood interactions, and a more attractive streetscape. The NTCP can maintain and perhaps enhance the safety, cohesion, and vitality within Santa Clara's neighborhoods with appropriate applications of these treatments. In order to accomplish these objectives, the City will work closely with neighborhoods to improve the process.

LEVEL 1
NEIGHBORHOOD TRAFFIC CALMING OPTIONS

Higher Visibility Crosswalks

Level 1

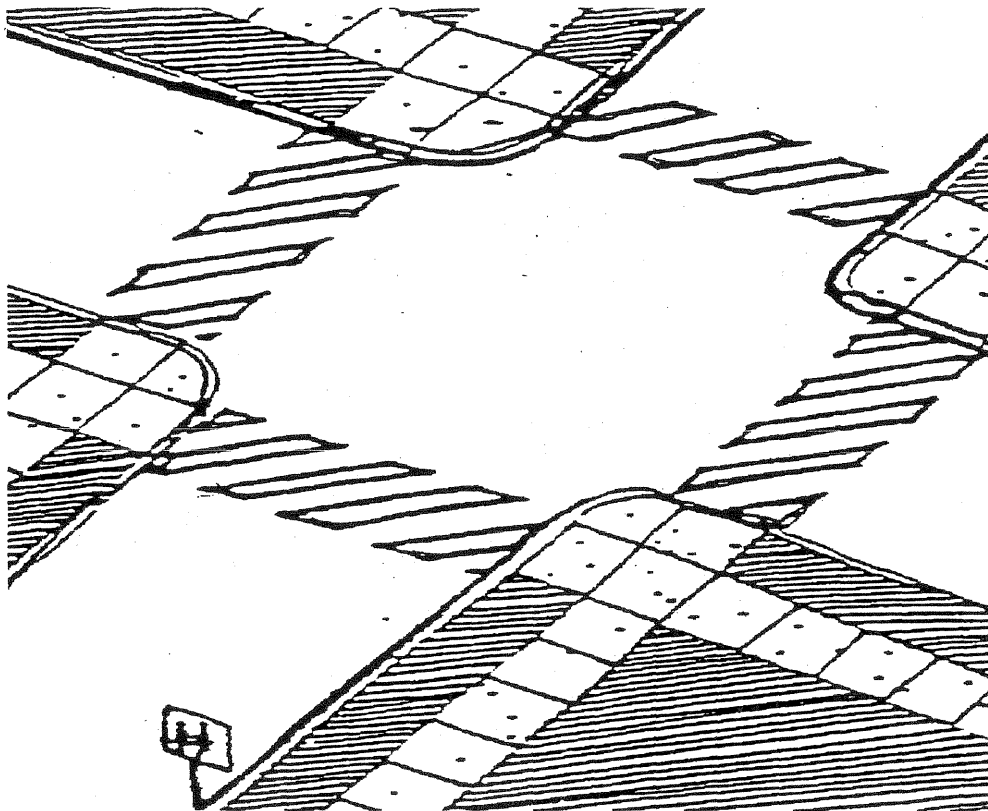
Description: A crosswalk incorporating striped pattern. Mid-block crosswalks are to be avoided because they are unexpected by the motorist.

Positive Aspects:

- More visible to motorists than traditional crosswalks.

Negative Aspects:

- May create a false sense of pedestrian security.
- Requires more maintenance than traditional crosswalks.



Police Enforcement

Level 1

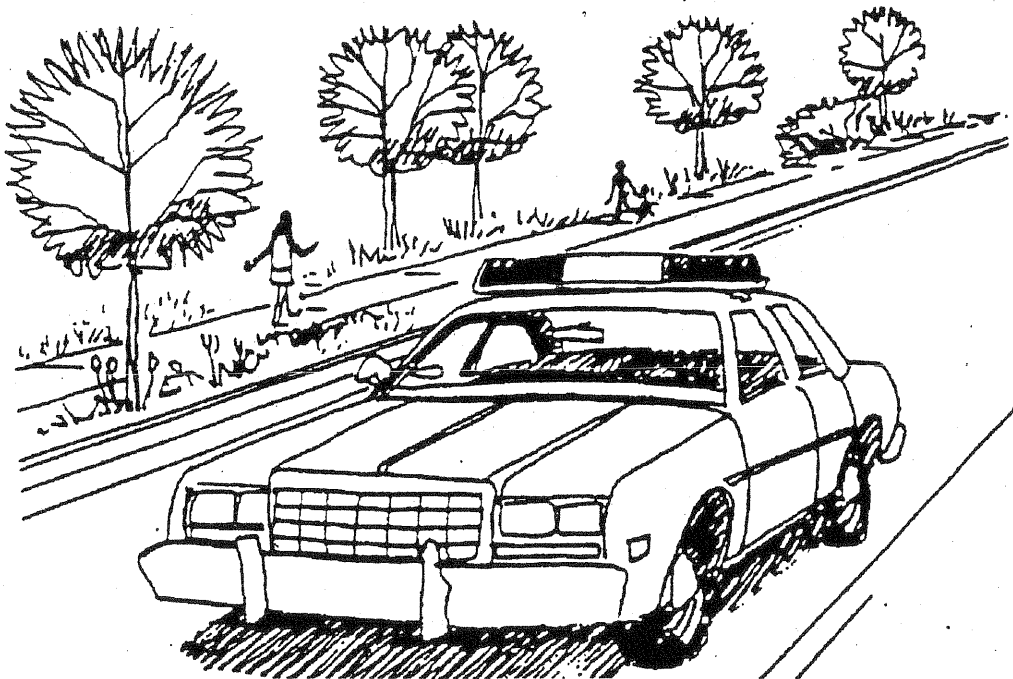
Description: The Police Department deploys units to residential areas with reported problems to perform stepped up enforcement.

Positive Aspects:

- Reduces vehicle speeds.
- May help reduce cut-through traffic.
- Can be conducted during time periods that are deemed to be most problematic.
- Impacts offenders without affecting the convenience or mobility of motorists who obey the rules of the road.

Negative Aspects:

- Without regular periodic enforcement, long-term benefits may be diminished.
- The time period and frequency of enforcement is generally controlled by limited resources and other policing duties.



Special Neighborhood Signs

Level 1

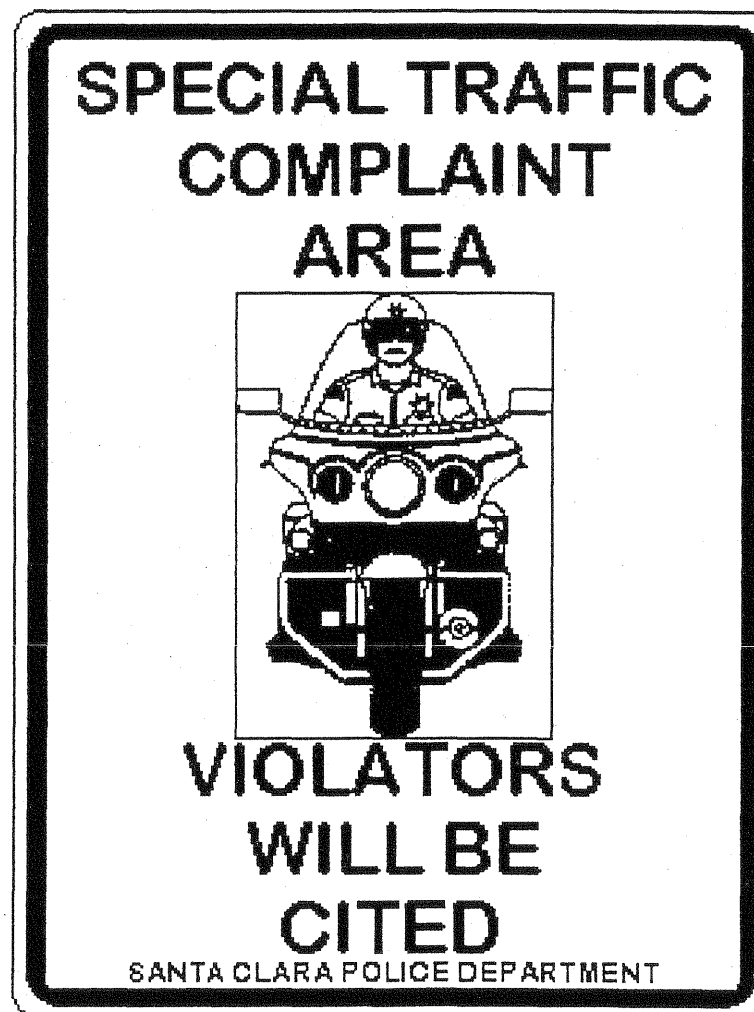
Description: Special neighborhood signs alert motorists to the fact that they are entering a traffic calming area.

Positive Aspects:

- Alert motorists that they are entering traffic calming area.

Negative Aspects:

- Too many signs may become a negative aesthetic impact.



Speed Limit Signs and Pavement Messages

Level 1

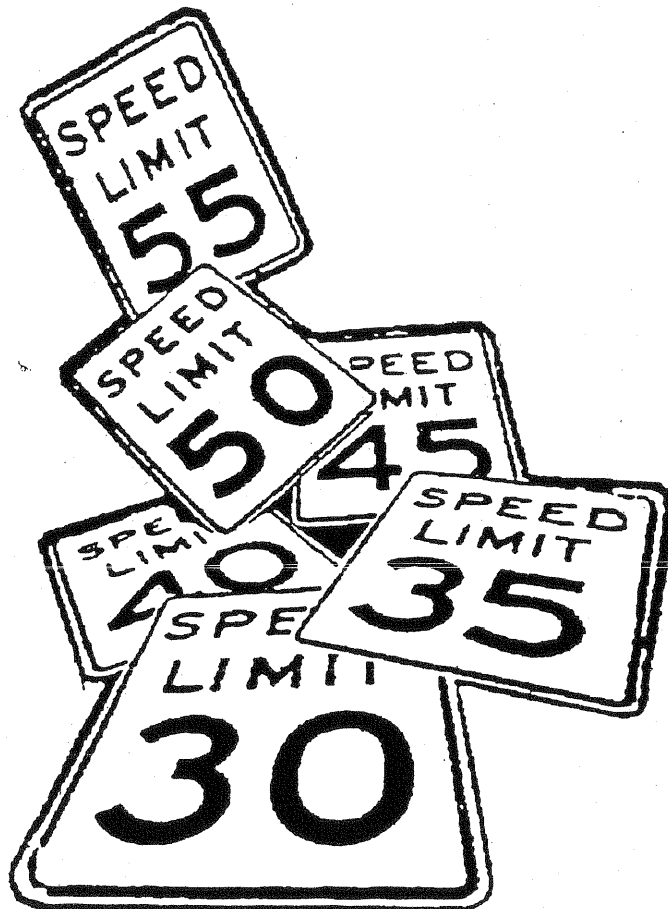
Description: Although all motorists are required to know the prima facie speed limit of 25 mph in a residential area, speed limit signs and pavement messages can help remind motorists of the prevailing speed limit that applies to the street.

Positive Aspects:

- Relatively inexpensive to install.
- In conjunction with regular periods of enforcement, can be effective at reducing speeds.

Negative Aspects:

- Effectiveness is dependent on motorist acceptance and amount of enforcement.



Speed Radar Trailer

Level 1

Description: The trailer is primarily used as an educational tool. A speed radar trailer reminds motorists of the prevailing speed limit. They are also capable of measuring vehicle speeds and graphically displaying the speeds of passing vehicles. They are intended to alert motorists to the fact that they may be exceeding the speed limit.

Positive Aspects:

- Vehicle speeds may be reduced at radar trailer location.
- An effective educational tool.
- Can be deployed quickly to trouble spot.
- Information reflected in the displayed speeds can demonstrate to residents that speeds may not be as high as perceived.

Negative Aspects:

- Not an enforcement tool.
- May require temporary parking lane closure – temporarily reduces number of parking spaces



Stop Signs

Level 1

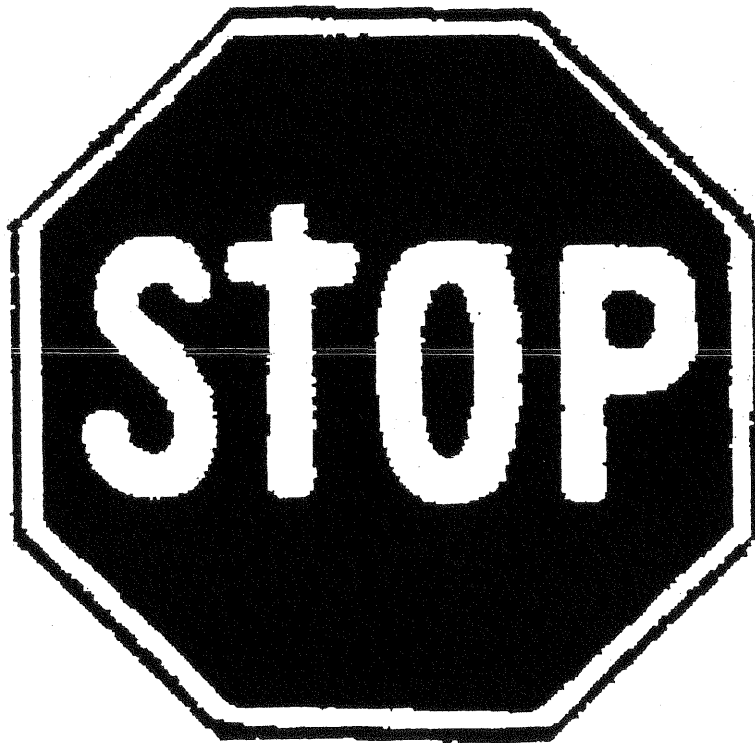
Description: Stop signs are intended to assign the right of way at an intersection and are not to be used as a technique to reduce vehicle speeds or volumes by recognized traffic engineering standards.

Positive Aspects:

- Helps pedestrians, bicyclists and motorists at the intersection decide who has the right of way.

Negative Aspects:

- When used under the wrong conditions, the installation can result in increased localized air pollution, "jack-rabbit" starts, speeding in between traffic controls, noise at the controlled intersection, motorist disregard for the sign(s) and motorist contempt for all traffic controls.
- Creates a false sense of security for pedestrians, especially children.
- When not warranted, increases unnecessary delays for the approaches.
- Frequently not acceptable to residents immediately adjacent to new stop sign locations.
- May encourage high mid-block speeds on long blocks.



Striping Narrow Lane

Level 1

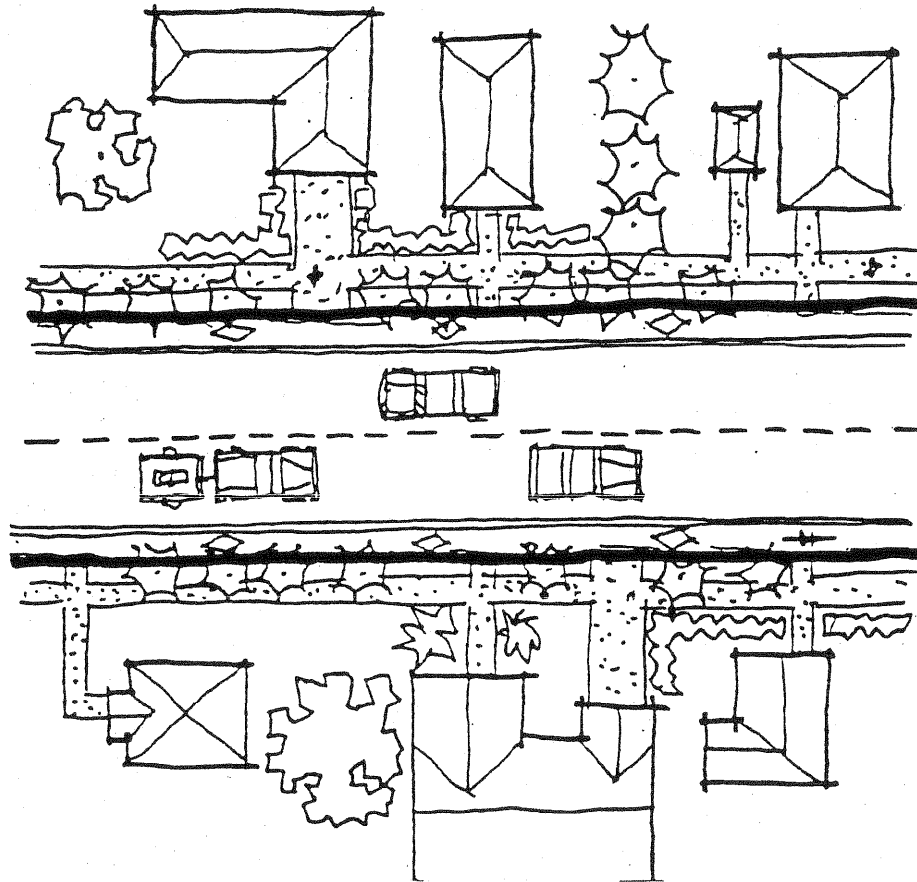
Description: Striping is used to create narrow lanes to give the impression of a narrow street that makes the motorist feel somewhat constricted.

Positive Aspects:

- Changes can be quickly implemented.
- Painted striping can be easily modified.
- Low cost to implement.

Negative Aspects:

- Requires an increase in regular maintenance.
- There is little evidence that narrow striping will consistently reduce vehicle speeds.



Turn Restriction Signs

Level 1

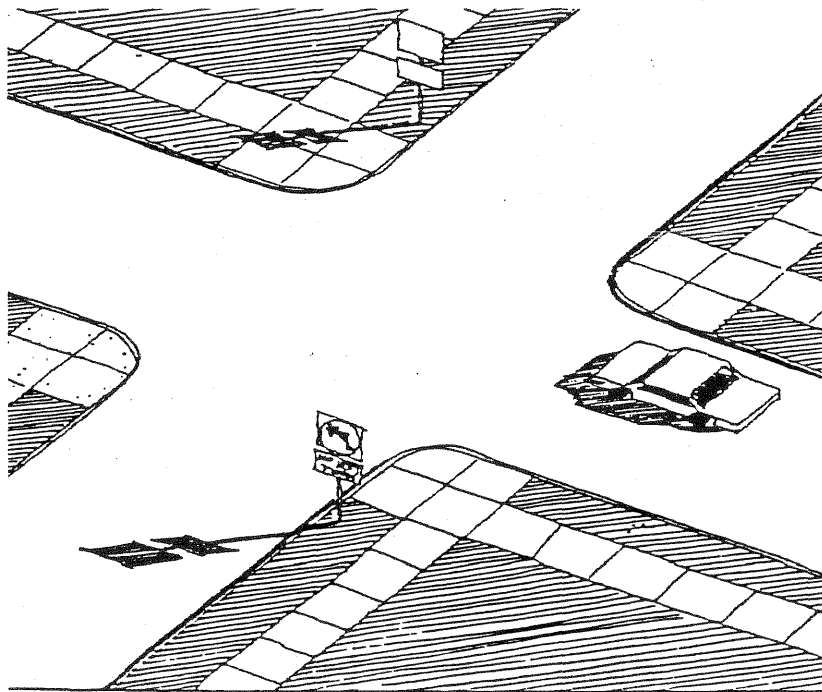
Description: Signs prohibiting certain turning movements to help mitigate cut-through traffic on neighborhood streets. Convenient and logical route alternatives to the prohibited movement must be provided to ensure the effectiveness of the signs: City Council can establish turn prohibitions during certain times of the day, preferably during commute work hours when excessive cut-through traffic are likely to occur in neighborhood streets. This arrangement allows residents full accessibility during the other periods of the day.

Positive Aspects:

- Reduces vehicle volume.
- Can divert traffic to adjacent arterial streets.
- No loss of on-street parking.
- Can reduce noise pollution.
- No increase in street maintenance.
- Low cost to implement.

Negative Aspects:

- Success depends on motorist acceptance and on level of enforcement.
- Without considering overall traffic circulation in area, this measure may divert traffic to adjacent neighborhood streets.
- Limits neighborhood traffic movement.



NEIGHBORHOOD TRAFFIC CALMING OPTIONS
LEVEL 2

Chicanes

Level 2

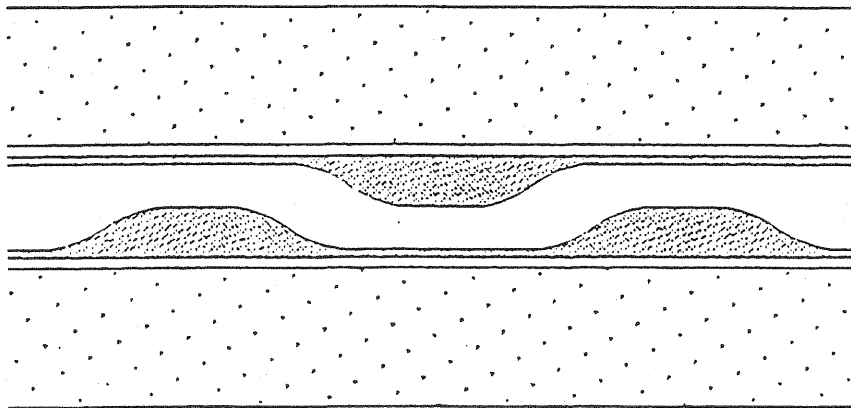
Description: Chicanes are artificial blockages on opposite sides of the street to create an S-curvature on a naturally straight street. Chicanes require vehicles to meander through the roadway alignment.

Positive Aspects:

- May slow down vehicles.
- Can be very effective in changing the initial impression of the street.
- Creates space for landscaping.

Negative Aspects:

- Impedes emergency vehicle, truck and services such as garbage trucks.
- Bicyclists may feel "squeezed in" due to narrower roadway.
- May require modification or reconstruction of drainage features and other utilities.
- May become obstacles for motorists to drive into.
- May require part or all of on-street parking removal.
- High installation cost.
- Increased maintenance.



Chokers

Level 2

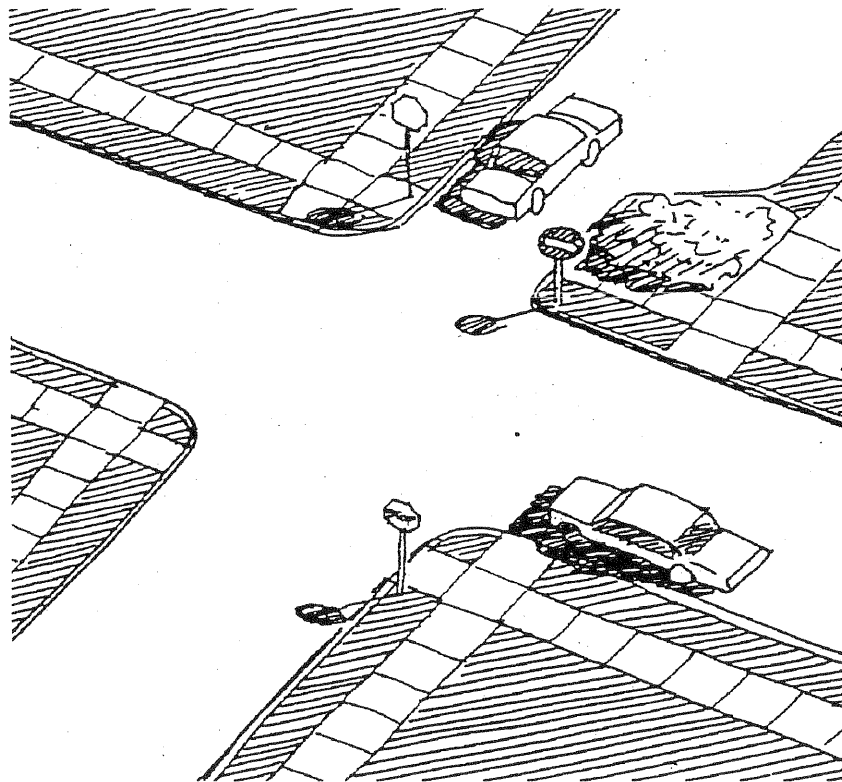
Description: Chokers physically narrow a street either at the intersection, at mid-block or a segment of a street by using curb extensions.

Positive Aspects:

- May reduce speeds by giving motorists the sense of limited space.
- Improves motorist-pedestrian visibility of each other.
- Intersection crossing distance for pedestrians is reduced.
- Allows signs to be located favorably within motorists line of sight.
- Creates space for landscaping.

Negative Aspects:

- Impedes emergency vehicle, truck and other service vehicle access.
- Bicyclists may feel “squeezed in” due to narrower roadway.
- May require modification or reconstruction of drainage features and other utilities.
- May become obstacles for motorists to crash into.
- May require part or all of on-street parking removal.
- High installation cost.
- Increased maintenance.



Gateways

Level 2

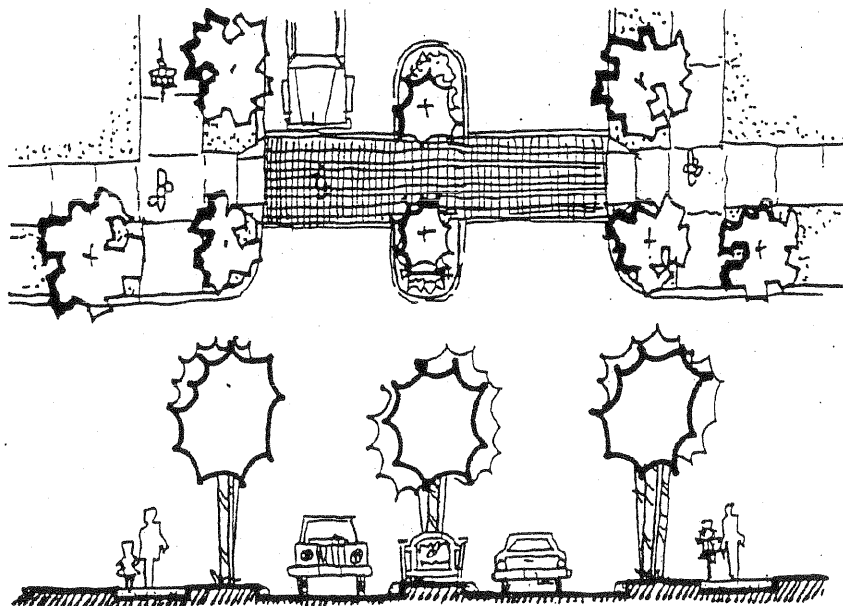
Description: A gateway is a special entrance that reduces width of travel way, often implementing the use of islands. Gateways are not gates. The exact physical design of the gateway treatment will depend on existing conditions.

Positive Aspects:

- May eliminate cut-through traffic.
- Reduces speeds in the immediate vicinity.
- Reduces pedestrian crossing distance.
- Allows signs to be located favorably within motorists line of sight.
- May create space for landscaping.
- May create neighborhood identity.

Negative Aspects:

- Impedes emergency vehicle, truck and other service vehicle access.
- May divert traffic to adjacent neighborhood streets.
- May become obstacles for motorists to drive into.
- Low speed of turning vehicles may restrict traffic flow on arterial roadway.
- May require part or all of on-street parking removal.
- High installation cost.
- Increased maintenance.



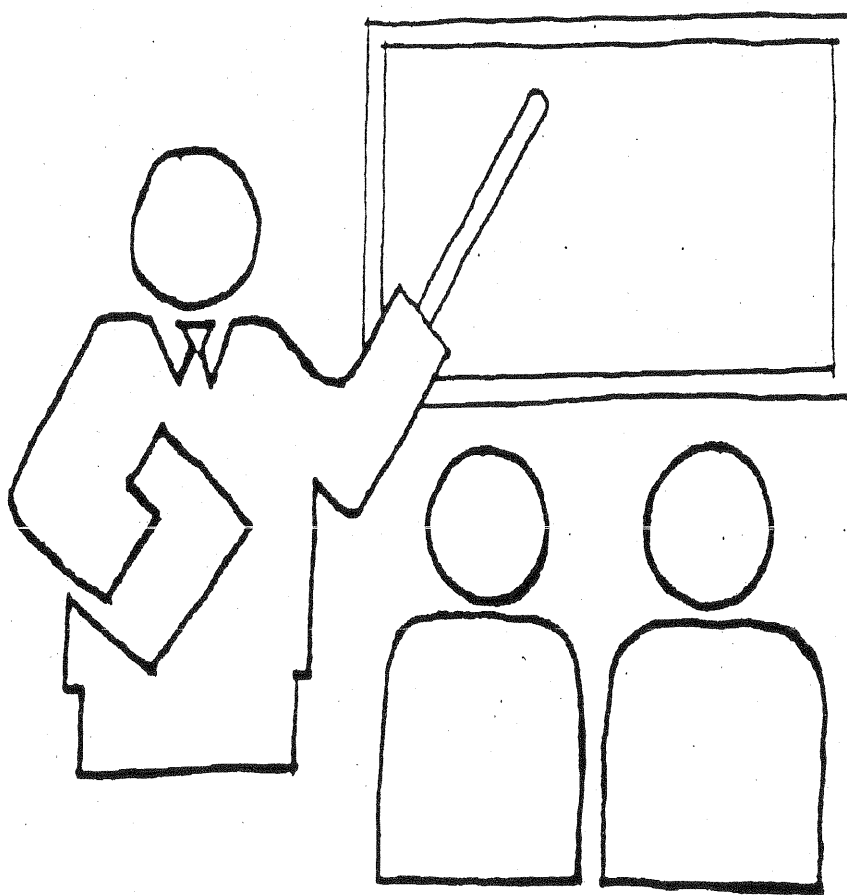
Neighborhood Meetings

Level 2

Description: Neighborhood meetings allow residents to express their concerns. Meetings are generally held at a time and location convenient for residents to attend. The meetings would be used to identify and clarify the issues of concern.

Positive Aspects:

- Allows all residents to express their views.
- Clearly identifies issues of concerns.
- Establishes clear lines of communication between City staff and residents.



Rumble Strips

Level 2

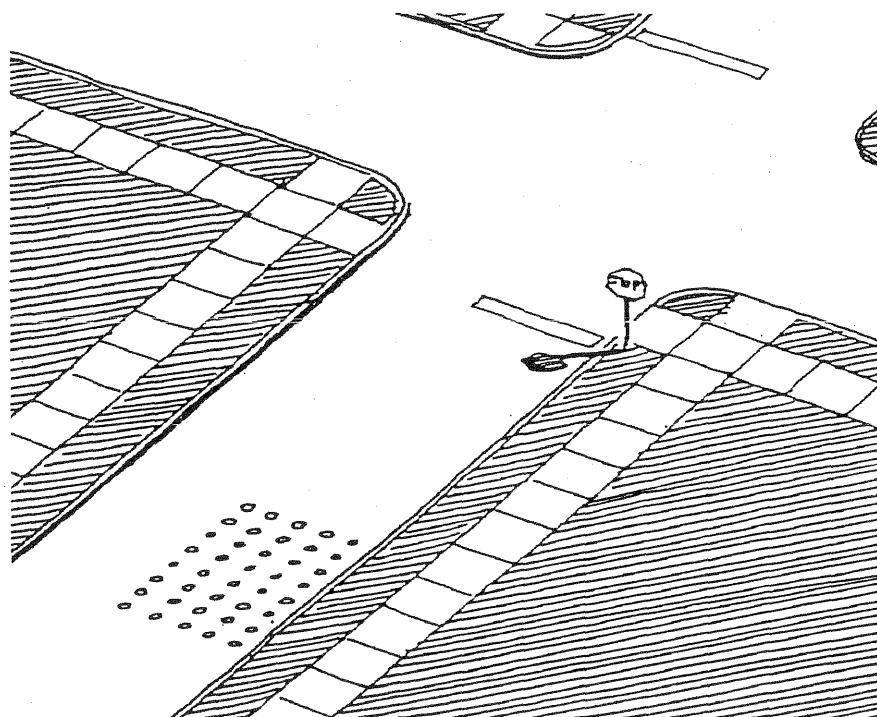
Description: Rumble strips consist of raised markers (dots, bars or grooves) installed within the travel lanes at regular intervals to create noise and vibrations in a vehicle crossing them. Rumble strips are generally not used in residential areas due to the excessive level of noise they produce.

Positive Aspects:

- Reduces vehicle speeds in first time or minimal users of the street.
- The “rumble” heightens safety by alerting drivers to unexpected conditions or notifying drivers to intended action.
- Relatively inexpensive to install, remove or modify.
- No loss of on-street parking.

Negative Aspects:

- Produces high level of noise
- Requires high maintenance.
- May not slow down repeat users of the street.
- May be objectionable to bicyclists.



Cul-De-Sac

Level 3

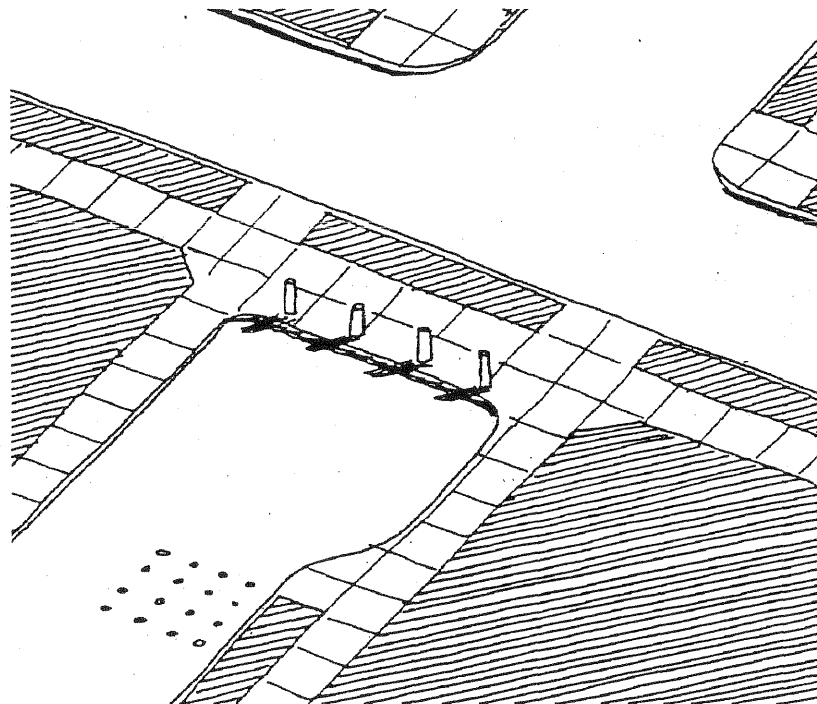
Description: A cul-de-sac is a physical barrier of a street at mid-block or at an intersection. Cul-de-sacs can be thought of as dead-end streets. Cul-de-sacs can be thought of as dead-end streets. An adequate turn around is usually not possible. Mountable curbs should be provided to address any delay problems.

Positive Aspects:

- Eliminates through traffic volumes.
- Reduces noise and speeds in the vicinity of the closure.
- Improves safety for non-motorized users.
- Creates space for landscaping.

Negative Aspects:

- Impedes emergency vehicles, trucks and service vehicles such as garbage trucks.
- May divert traffic to adjacent neighborhood streets.
- Will need adequate turning radius causing vehicles to back up when turning around.
- May require part or all of on-street parking removal.
- Drainage may be affected if used as a part of modification project.
- High installation cost.
- Increased maintenance.
- An inconvenience for residents.



Diagonal Diverters

Level 3

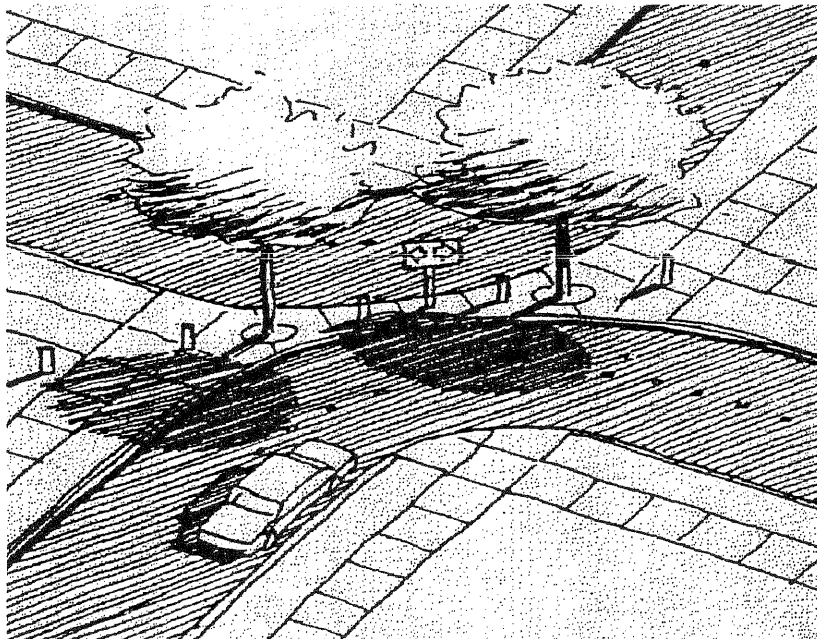
Description: Diagonal diverters are devices that are placed diagonally across an intersection, creating two unconnected streets.

Positive Aspects:

- Eliminates through traffic.
- Will reduce traffic volumes.
- Improves pedestrian safety.
- Reduces right of way conflicts at intersection.
- Can be designed and installed to provide for emergency vehicle access.
- Creates space for landscaping.

Negative Aspects:

- Impedes emergency vehicle routes.
- May divert traffic to adjacent neighborhood streets.
- May become obstacles for motorists to drive into.
- May require part or all of on-street parking removal.
- Speed is reduced only in the immediate vicinity of diverter.
- High installation cost.
- Increased maintenance.



Intersection Channelization

Level 3

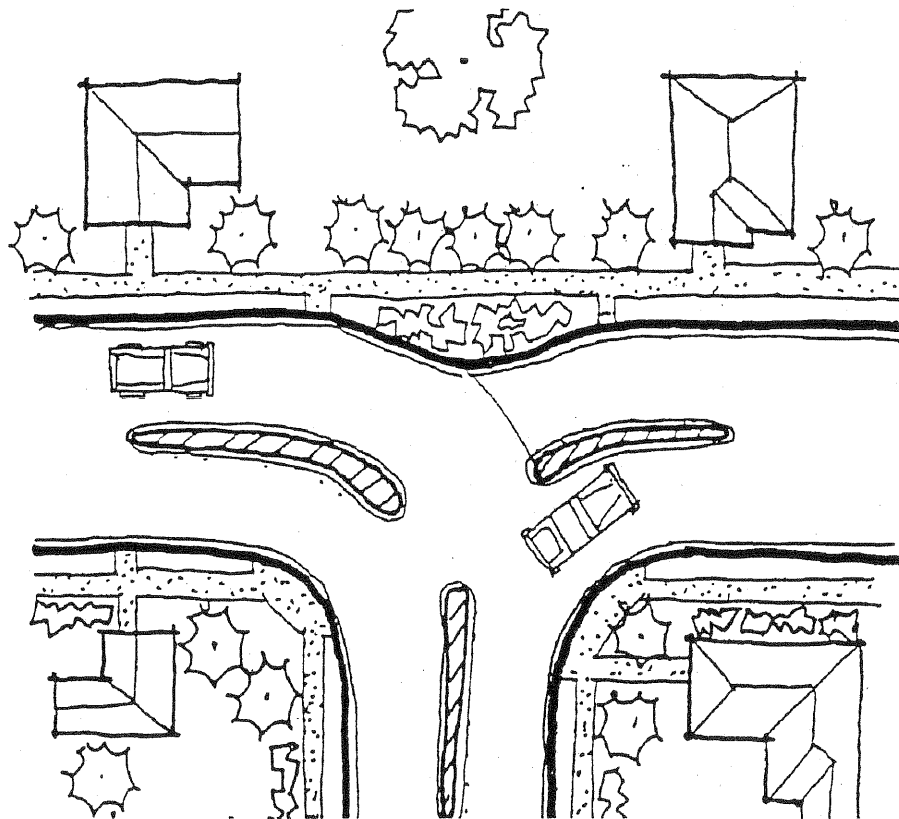
Description: Channelization involves the use of raised islands at intersections designed to force traffic to make or prevent certain movements.

Positive Aspects:

- Reduces cut-through traffic.
- Allows signs to be located favorably within motorists line of sight.
- Can be designed and installed for emergency vehicle access.

Negative Aspects:

- May divert traffic to adjacent neighborhood streets.
- May become obstacles for motorists to drive into.
- May require part or all of on-street parking removal.
- May be violated, particularly in the late evening.
- Turn restriction signs may prove to be effective enough in reducing cut-through traffic.
- High installation cost.
- High maintenance cost.



Median Barrier

Level 3

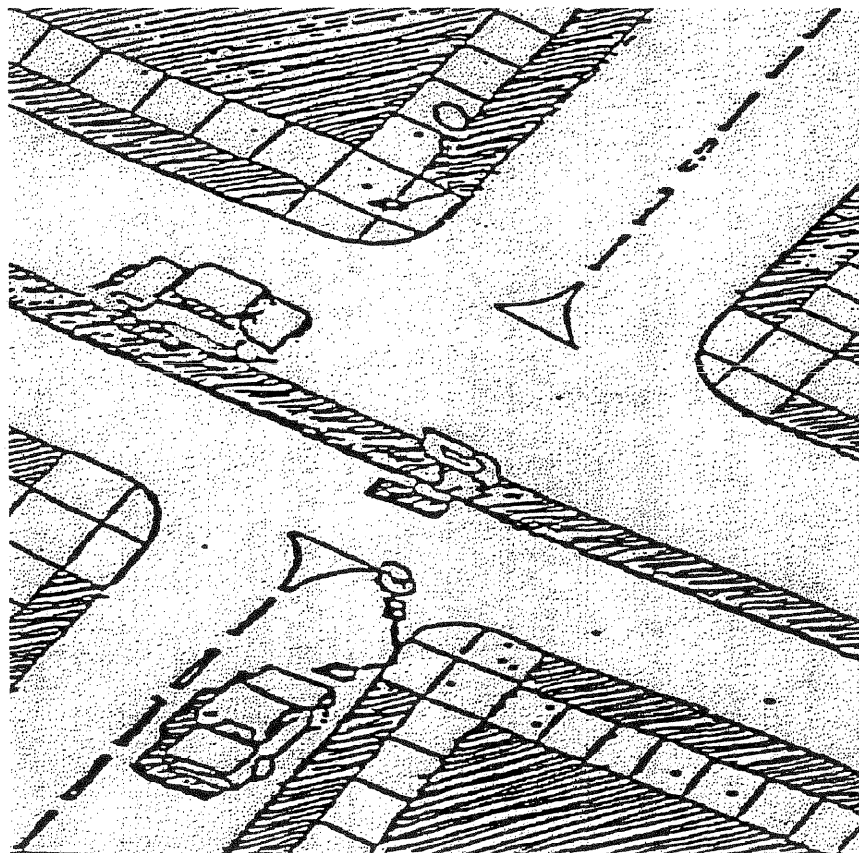
Description: Physical barriers (from flexible delineator posts to k-rails or raised islands) are placed at intersections to prevent left turn movement.

Positive Aspects:

- Improves intersection safety by reducing the number of conflicting movements.
- Reduces cut-through traffic.
- Allows signs to be located favorably within motorists line of sight.

Negative Aspects:

- Impedes emergency vehicle, truck and other service access.
- May divert traffic to adjacent neighborhood streets.
- May become obstacles for motorists to drive into.
- High installation cost.



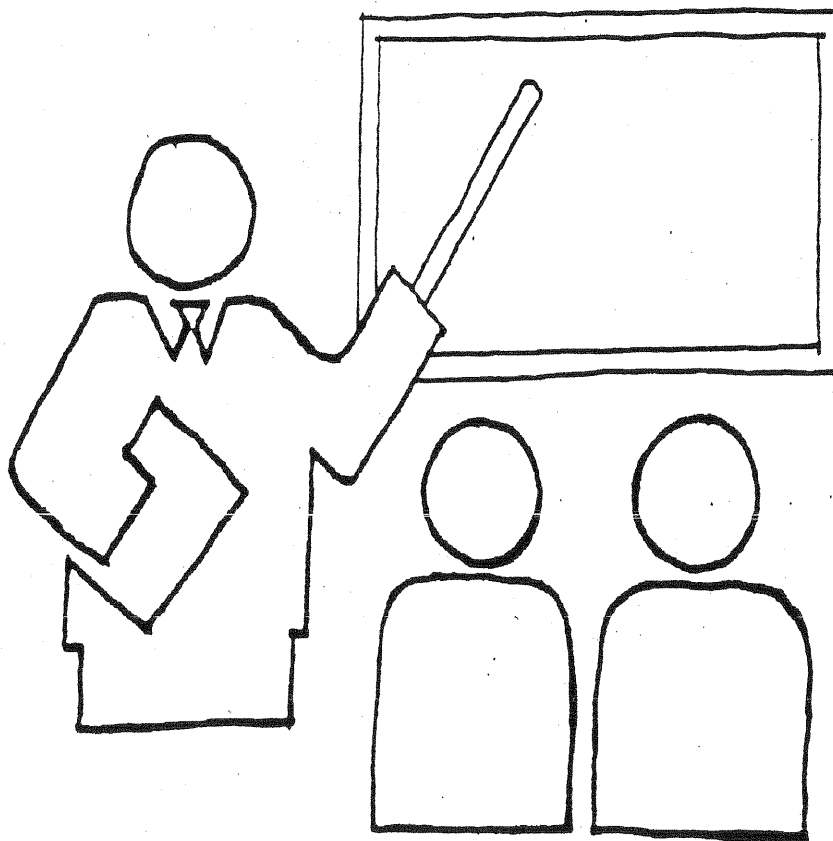
Neighborhood Meetings

Level 3

Description: Neighborhood meetings allow residents to express their concerns. Meetings are generally held at a time and location convenient for residents to attend. The meetings would be used to identify and clarify the issues of concern.

Positive Aspects:

- Allows all residents to express their views.
- Clearly identifies issues of concerns.
- Establishes clear lines of communication between City staff and residents.



Speed Humps

Level 3

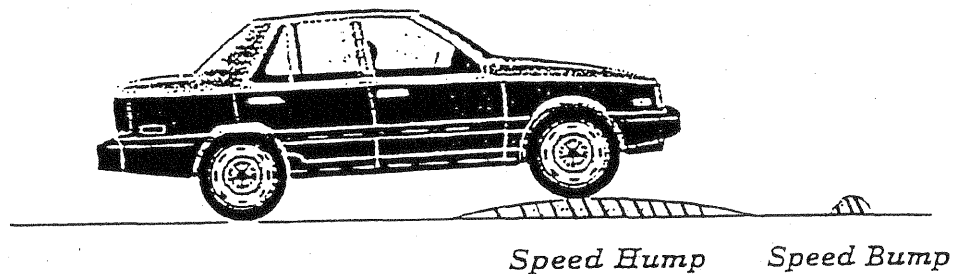
Description: Speed humps or undulations are mounds of paving material that extend across the roadway. They generally have a 12-foot base and a gradual rise and fall 2.5 inches to 3.75 inches.

Positive Aspects:

- May reduce speeds.
- May divert traffic to arterial streets.

Negative Aspects:

- Impedes emergency vehicle, truck and other service vehicle access.
- May divert traffic to adjacent neighborhood streets.
- May be hazardous to an injured patient being transported in an ambulance.
- Contents of vehicles can be jarred.
- May encourage speeding between humps.
- Increase in noise adjacent to speed hump.
- Speed humps have to be reinstalled each time street is resurfaced.
- Increased liability to City.
- High installation cost.



Traffic Circles

Level 3

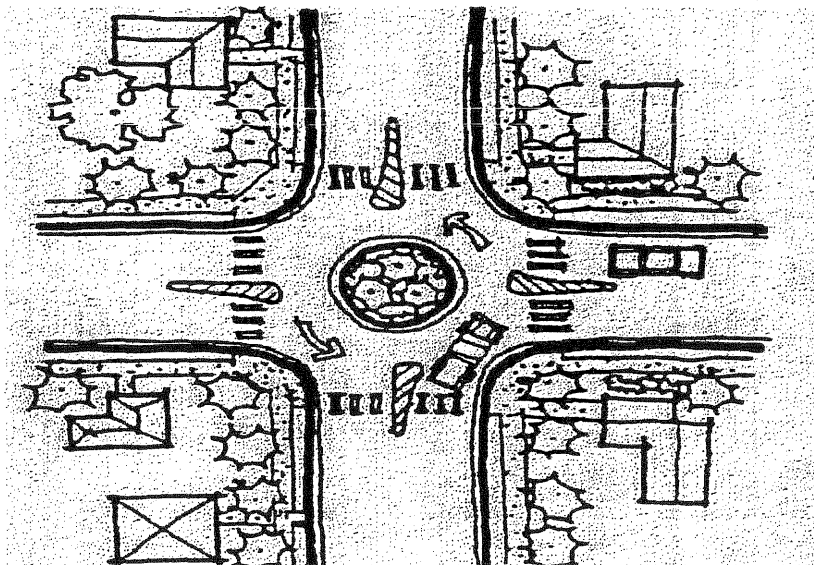
Description: Traffic circles use raised islands placed at the center of an intersection. The approaches to the intersection are generally controlled by “yield signs.” Traffic circles force left turning vehicles to travel around the raised. “Splitter islands” can be used to prevent motorists from going around the circle the wrong way

Positive Aspects:

- Significantly reduces speeds.
- Cheaper to maintain than traffic signal.
- Provides equal access to intersections for all drivers.
- May provide a safe environment for bicyclists.
- Creates space for landscaping.

Negative Aspects:

- Impedes emergency vehicle, truck and other service vehicle access.
- Increases pedestrian hazard by bringing vehicles close to crosswalks and the sidewalks.
- May increase congestion in immediate area.
- May become obstacles for motorists to crash into.
- May increase right of way confusion among new users.
- Right-of-way restrictions may apply.
- May inhibit truck movements.
- Required safety signing may detract from its aesthetic quality.
- High installation cost.
- Landscaping will require increased maintenance.



TRAFFIC INFORMATION

SPEED LIMIT

WHEN WILL A LOWER SPEED LIMIT BE POSTED ON MY STREET?

A common belief is that posting a speed limit will influence drivers to drive at that speed. The facts indicate otherwise.

Research conducted in many parts of this country over a span of several decades has shown that drivers are influenced more by the appearance of the highway itself and the prevailing traffic conditions than by the posted speed limit.

California's Basic Speed Law requires that:

"No person shall drive a vehicle upon a highway at a speed greater than is reasonable or prudent having due regard for weather, visibility, the traffic on, and the surface and width of, the highway, and in no event at a speed which endangers the safety of persons or property."

Speed limits are called prima facie limits, which "on the face of it" are safe and prudent under normal conditions. Certain prima facie limits are established by law and include the 25 m.p.h. limit in business and residential districts, the 15 m.p.h. limit in alleys, at blind intersections and blind railroad crossing and a part-time 25 m.p.h. limit in school zones when children are going to and from school. These speeds are not always posted but all California motorists are required to know the basic 15 and 25 mile per hour speed laws.

Speed limits may be established by local authorities on the basis of traffic engineering surveys. These surveys include an analysis of roadway conditions, accident records, and the prevailing speed of prudent drivers. If speed limit signs are posted for a lower limit than is needed to safely meet these conditions, many drivers will simply ignore the signs. At the same time, other drivers will stay within the posted limits. This generally increases the conflicts between faster and slower drivers, reduces the gaps in traffic which could be made safely and increases the difficulty for pedestrians to judge the speed of approaching vehicles. Studies have shown that where uniformity of speed is not maintained, accidents generally increase.

CROSSWALKS

WHEN IS A CROSSWALK UNSAFE?

Apparently, whenever it is **painted** on the street.

A number of years back, the city of San Diego published some startling results of a very extensive study of the relative safety of marked and unmarked crosswalks. San Diego looked at 400 intersections for five years (without signals or four-way stops) that had a marked crosswalk on one side and an unmarked crosswalk on the other. About two and one half times as many pedestrians used the marked crosswalk, but about six times as many accidents were reported in the marked crosswalks! Long Beach studies pedestrian safety for three years (1972 through 1974) and found eight times as many reported pedestrian accidents at the intersections with marked crosswalks than at those without. One explanation of this apparent contradiction of common sense is the false security pedestrians feel at the marked crosswalk. Two painted lines do not provide protection against an oncoming vehicle and the real burden of safety has to be on the pedestrian to be alert and cautious while crossing any street. A pedestrian can stop in less than three feet, while a vehicle traveling at 25 m.p.h. will require 60 feet and at 35 m.p.h. approximately 100 feet.

The California Vehicle Code says that a crosswalk exists at all intersections unless pedestrian crossing is prohibited by signs. Some of these crosswalks are marked with painted lines, but most of them are not. Pedestrian crosswalk marking is a method of encouraging pedestrians to use a particular crossing. Such marked crossings may not be as safe as an unmarked crossing at the same location. Therefore, crosswalks should be marked only when necessary for the guidance and the control of pedestrians, to direct them to the safest of several potential routes.

Mid-block crosswalks or crosswalks between intersections are to be avoided because they are unexpected by the motorist. Pedestrians should be encouraged to cross only at intersections so that they are crossing at a location where drivers will have the expectation of pedestrians and other vehicles being around.

BIKE LANES

WHEN ARE WE GOING TO GET SOME BIKEWAYS IN OUR NEIGHBORHOOD?

Bikeways have raised a lot of interest in the past few years. Some cities have built separate off-road bike paths. Many more have painted bike lanes on streets. Others have installed green "Bike Route" signs without the special lanes.

The cost of both building and maintaining bikeways can be a deterrent to many city bike programs. Initial cost can range from a few dollars to paint a lane to a very large amount to build a separate path including special bridges where needed.

Before plunging into a bikeway program, a city or county should look at the total problem of bicycle operation and safety. Bike lanes and signs alone cannot solve the problem of bicycle accidents; in some places they have increased the problem by giving riders a false sense of security.

An overall bicycle safety program should include: enforcement of traffic laws; bike safety training in the schools at an early age; reminder to wear bike helmets; follow-up training every year in the schools; and involvement of the parents of minor children who violate traffic laws or exhibit dangerous riding habits. The overwhelming cause of bicycle accidents is violation of the RULES OF THE ROAD.

If these recommendations seem to be oriented toward the younger set, there is good reason. Over 70 percent of cyclists involved in accidents were violating a traffic law; over 60 percent were age 17 or under. It only makes good sense to emphasize the children in training programs, since they are the principal users of bicycles.

The bike program for your community should include three principal points:

1. Education in safe riding.
2. Enforcement of rules of the road.
3. Development of well-engineered bike lanes and bike paths.

This will involve the active participation of:

1. The schools.
2. The police or sheriff.
3. The traffic engineers; and, of course, you, the citizen.

“CHILDREN AT PLAY” SIGNS

WHY WON'T THEY PUT UP “CHILDREN AT PLAY” SIGNS?

An often heard neighborhood request concerns the posting of generalized warnings signs with “SLOW – CHILDREN AT PLAY” or other similar messages. Parental concern for the safety of children in the street near home, and a misplaced but wide spread public faith in traffic signs to provide protection often prompt these requests.

Although some other states have posted such signs widely in residential areas, no factual evidence has been presented to document their success in reducing pedestrian accidents, operating speeds or legal liability. Studies have shown that many types of signs attempting to warn of normal conditions in residential areas have failed to achieve the desired safety benefits. If signs encourage parents and children to believe they have an added degree of protection, which the signs do not and cannot provide, a great disservice results.

Because of these serious considerations, California law does not recognize, and Federal Standards discourage, use of “Children at Play” signs. Specific warnings for schools, playgrounds, parks and other recreational facilities are available for use where clearly justified.

Children should not be encouraged to play within the street travelways. The sign has long been rejected since it is a direct and open suggestion that this behavior is acceptable.

STOP SIGNS

WHY DON'T THEY PUT IN MORE STOPS SIGNS?

A stop sign is one of our most valuable and effective control devices when used at the right place and under the right conditions. It is intended to help drivers and pedestrians at an intersection decide who has the right-of-way.

One common misuse of stop signs is to arbitrarily interrupt through traffic, either by causing it to stop, or by causing such an inconvenience as to force the traffic to use other routes. Where stop signs are installed as "nuisances" or "speed breakers," there is a high incidence of intentional violation. In those locations where vehicles do stop, the speed reduction is effective only in the immediate vicinity of the stop sign, and frequently speeds are actually higher between intersections. For these reasons, it should not be used as a speed control device.

A school crossing may look dangerous for children to use, causing parents to demand a stop sign to halt traffic. Now a vehicle which had been a problem for 3 seconds while approaching and passing the intersection becomes a problem for a much longer period. A situation of indecision is created as to when to cross as a pedestrian or when to start as a motorist. Normal gaps in traffic through which crossing could be made safely no longer exist. An intersection which previously was not busy now looks like a major intersection. It really isn't --- it just looks like it. It doesn't even look safer and it usually isn't.

Most drivers are reasonable and prudent with no intention of maliciously violating traffic; however, when an unreasonable restriction is imposed, it may result in flagrant violations. In such cases, the stop sign can create a false sense of security in a pedestrian and an attitude of contempt in a motorist. These two attitudes can and often do conflict with tragic results.

Well-developed, nationally recognized guidelines help to indicate when such controls become necessary. These guidelines take into consideration, among other things, the probability of vehicles arriving at an intersection at the same time, the length of time traffic must wait to enter and the availability of safe crossing opportunities.

TRAFFIC SIGNALS

DOES SOMEBODY HAVE TO BE KILLED BEFORE A TRAFFIC SIGNAL WILL BE INSTALLED?

Traffic signals do not always prevent accidents. They are not always an asset to traffic control. In some instances, total accidents and severe injuries increased after signals were installed. Usually, in such instances, right angle collisions were reduced by the traffic signals, but the total number of collisions, especially the rear-end type, increased.

There are times when the installation of signals results in an increase in pedestrian accidents. Many pedestrians feel secure with a painted crosswalk and a red light between them and an approaching vehicle. The motorists, on the other hand, is not always so quick to recognize these "barriers."

When can a traffic signal be an asset instead of a liability to safety? In order to answer this, traffic engineers have to ask and answer a series of questions:

1. Are there so many cars on both streets that signal controls are necessary to clear up the confusion or relieve the congestion?
2. Is the traffic on the main street so heavy that drivers on the side street will try to cross when it is unsafe?
3. Are there so many pedestrians trying to cross a busy main street that confusing, congested or hazardous conditions result?
4. Are there so many school children trying to cross the street at the same time that they need special controls for their protection? If so, is a traffic signal the best solution?
5. Are signals at this location going to help drivers maintain a uniform pace along the route without stopping unnecessarily?
6. Does the collision history indicate that signal controls will reduce the probability of collisions?
7. Do two arterials intersect at this location and will a signal help improve the flow of traffic?
8. Is there a combination of the above conditions which indicates that a signal will be an improvement rather than detriment?

To aid them in answering these questions, engineers compare the existing conditions against nationally accepted minimum guidelines. These guidelines (often called "Warrants") were established from many observations at intersections throughout the country by experienced traffic engineers. Where the guidelines were met, the signals generally were operating effectively with good public compliance. Where the guidelines were not met, public compliance was reduced, and additional hazards resulted.

A traffic signal that decrease accidents and improves the flow of traffic is an asset to any community. On the other hand, an ill-advised or poorly designed signal can be a source of danger and annoyance to all who use the intersection; pedestrians, bicyclists and drivers alike.

Procedure for the Evaluation of Requests

1. Citizens shall submit a request for implementation of traffic calming measures in writing to the following:

City of Santa Clara
Traffic Engineering Division
1500 Warburton Avenue
Santa Clara, CA 95050

2. Initial steps will be to consider and determine the effectiveness and feasibility of Level 1 Traffic Calming measures in mitigating the concern(s). The City Traffic Engineer will work directly with citizens to develop solutions involving Level 1 treatments.
3. Should Level 1 treatments prove unsatisfactory in resolving the concern, Level 2 and Level 3 treatments will then be considered. A neighborhood meeting will be scheduled to allow residents of the impacted neighborhood to express their concerns. The meeting will be conducted to identify the issue(s) of concern and to arrive at a feasible solution. A neighborhood representative or contact person shall be identified/selected at this meeting. The designated representative will be given a standard Traffic Calming Request/Petition Form and will be expected to collect all necessary signatures from residents. Also, the neighborhood representative will act as a facilitator between the neighborhood residents and the Traffic Engineering Division staff.
4. The neighborhood representative indicated above shall return the completed Request/Petition Form to the Traffic Engineering Division within 30 calendar days. All residents of the affected neighborhood are to be contacted and the petition must contain the signatures of property owners representing at least 70% of the properties that face directly on the block under consideration. There must also be 100 percent concurrence from residents within 100 feet of the proposed Level 2 or Level 3 device. A separate petition must be submitted for each block.

If the neighborhood representative cannot obtain the necessary neighborhood concurrence, Level 2 and Level 3 devices will not be used and the Traffic Engineering Division will continue to investigate the use of Level 1 treatments in mitigating the traffic concern.

Completed petitions shall be submitted to the Traffic Engineering Division at the address indicated above.

5. Once the petition is received, the Traffic Engineering Division will undertake engineering studies and will work closely with the Police and Fire Departments to determine whether or not the street in question meets the established criteria for an installation.

If the street is eligible for a Level 2 or Level 3 device, the matter will be scheduled for an upcoming City Council meeting. All residents will be notified of the proposal and will be given the opportunity to address Council. If the recommendation is denied, the Level 2 or Level 3 device will not be used and the Traffic Engineering Division will continue to investigate the use of Level 1 treatments in mitigating the traffic concern. If the recommendation is approved, on the other hand, the Level 2 or Level 3 device will be scheduled for installation.

If, on the other hand, it is determined that the street is **not** eligible for the requested Level 2 or Level 3 device, the representative will be notified in writing giving the reason why the street is not eligible. The designated neighborhood representative will be given 15 days to appeal the decision in writing to the Traffic Engineering Division. Only then will the appeal be scheduled to be heard before the City Council.

If the appeal is denied, the Level 2 or Level 3 device will not be used and the Traffic Engineering Division will continue to investigate the use of Level 1 treatments in mitigating the traffic concern. If appeal is approved, on the other hand, the device will be scheduled for installation.

6. Evaluation of Level 2 and Level 3 devices will be done on a first-come first-served basis.
7. Level 2 and Level 3 devices will only be installed in conformance with the design guidelines that have been established by the City Traffic Engineer.
8. If there is subsequently a desire by residents to remove a Level 2 or Level 3 device, it will only be considered for removal after a petition requesting removal is received by the Traffic Engineering Division from property owners representing at least 70% of the properties that face directly on the block.
9. Contracts for the installation of Level 2 or Level 3 device installations will be bid semi-annually. When funding runs out, improvements will be done after subsequent budgets are approved. All installations will be prioritized according to the priority scoring system established in this report.

CITY OF SANTA CLARA

Traffic Engineering Division

PETITION FOR INSTALLATION OF LEVEL 2 AND LEVEL 3 TRAFFIC CALMING DEVICES

The undersigned approve/disapprove the implementation of a traffic calming measure on the following residential street:

on _____ between _____ and _____

The undersigned have read the Neighborhood Traffic Calming Program (NTCP) installation and removal policy and fully understand the procedures.

All persons signing this petition do hereby certify that they reside within the area impacted .

Return petition forms to:

City of Santa Clara
Traffic Engineering Division
1500 Warburton Avenue
Santa Clara, Ca 95050

Contact person(s): _____ Phone No(s): _____

The contact person(s) will act as the facilitator(s) between the neighborhood residents and the Traffic Engineering Division staff. The facilitator's duties will include collection of all necessary signatures from residents.

ONLY ONE SIGNATURE ALLOWED FOR EACH ADDRESS

Name (Please Print)	Address	Phone No.	(Signature Required) APPROVE	(Signature Required) DISAPPROVE
1.				
2.				
3.				
4.				
5.				
6.				
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18.				
19.				
20.				

* Level 3 devices shall not be installed on emergency response routes.

Criteria for Installation of Level 2 and 3 Devices

The following criteria must be met for the installation of Level 2 and Level 3 devices:

1. The street shall be a two-lane local residential street where the primary function is to provide access to abutting residences. At least 75% of street section must be developed residentially, where schools and parks qualify as residential units.
2. The overall pavement shall be no more than one lane of traffic in each direction.
3. The posted speed or prima facie speed shall be 25 miles per hour or less.
4. Traffic volumes shall be greater than 1,000 and less than 3,500 vehicles per day.
5. The 85th percentile speed shall exceed 33 miles per hour on 25 miles per hour streets.
6. Installation on a primary emergency response route and/or transit route shall **NOT** be permitted.
7. At least 70% of the impacted residents and 100% of residents within 100 feet of the proposed device location shall support the installation. Furthermore, 100% of all impacted residents shall be notified of the petition. The boundaries of the affected areas as well as the identification of the impacted residents will be determined by the City Traffic Engineer.
8. Installation will not be permitted where substantial diversions of traffic to other local streets may occur, i.e. move the displaced traffic onto adjacent residential streets.
9. Devices shall be located a minimum of 5 feet from driveways, manholes, drain inlet, water valves, street monumentation, and other appurtenance.
10. Devices shall be located a minimum of 25 feet from fire hydrants.
11. Devices shall be installed only where minimum safe stopping sight distance (as defined in AASHTO's A Policy of Geometric Design of Streets) can be provided.
12. Emergency response routes (see pages 15 and 16) are not eligible for installation of Level 3 devices.

Additional Criteria - Installation of Speed Humps

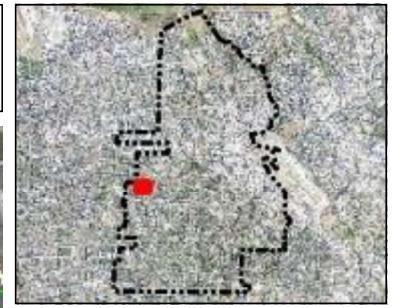
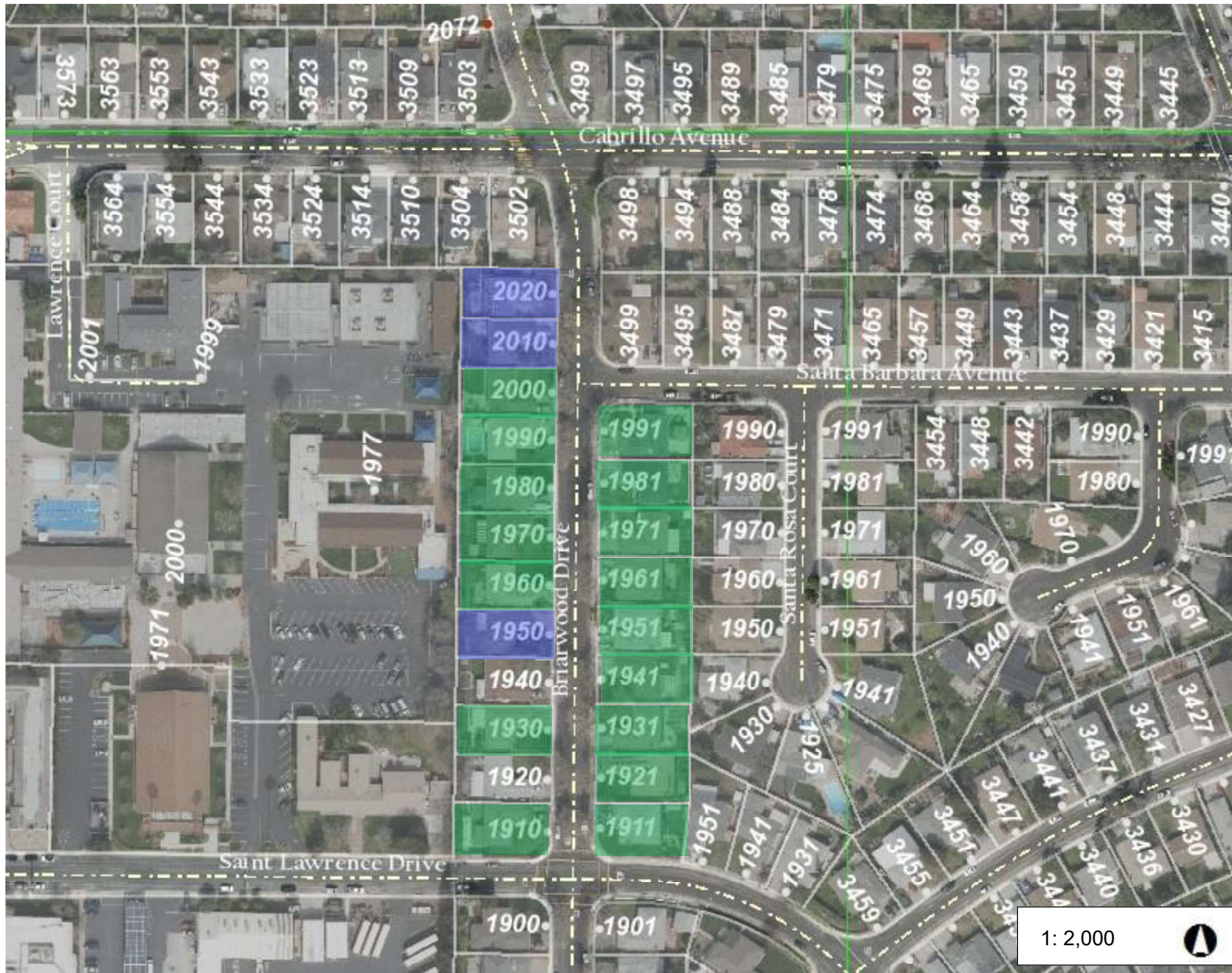
The following criteria must also be met for the installation of speed hump(s):

1. The street shall have adequate existing curb and gutter on each side of the street to prevent flooding in the area of the speed hump.
2. The effected street segment should be at least 600 feet in length minimum.
3. The first speed hump in a series should normally be located in a position were it can not be approached at high speed from either direction. To achieve this objective, the first hump should be located at approximately 200 feet from an intersection or a stop sign, unless decided otherwise by the City Traffic Engineer.
4. Speed humps shall not be installed within horizontal curves of less than 300 feet centerline radius, and on vertical curves with less than the minimum safe stopping sight distance. Humps shall be located on tangent rather than curve sections.
5. Speed humps should be located in line with or near residential property lines whenever possible.
6. Speed humps should be located near street lights when possible in order to illuminate speed humps for safe bicycle and pedestrian passageway at night.
7. Spacing between speed humps should be as even as possible in order to produce a relatively uniform speed along the entire street. Speed humps within a series should be placed from 200 to 600 feet part. Spacing should allow at least one speed hump on each block.
8. Emergency response routes (see pages 15 and 16) are not eligible for installation of speed humps.

Briarwood Drive Speed Bump Petition - 2019

Name	Mailing Address - Number/Street
Xing Xing	1799 Briarwood Dr., Santa Clara, CA, 95051
George Arzu	1782 Briarwood Dr Santa Clara CA 95051
Gabriel Tseng	1775 Briarwood Dr. Santa CLARA, CA 95051
Alan Ng	1734 Briarwood Dr. Santa Clara, CA 95051
TON UGO	1811 BRIARWOOD DR SANTA CLARA CA 95051
Zofar Heng	1820 BRIARWOOD DR, SANTA CLARA, CA - 95051
John Bui	1840 BRIARWOOD DR SANTA CLARA, CA 95051
Pitamburi	1850 BRIARWOOD DR SANTA CLARA, CA 95051
Matthew Voras	1950 Briarwood Dr Santa Clara, CA 95051
Yu Zhong	2010 Briarwood Dr
USHA VENKATAKISHAN	2020 Briarwood Drive

Briarwood Drive Traffic Calming Petition Responses



Legend

- Signed 1/7/20 Petition
- Signed 6/22/20 Petition

1: 2,000



0.1 0 0.03 0.1 Miles

NAD_1983_StatePlane_California_III_FIPS_0403_Feet
© City of Santa Clara

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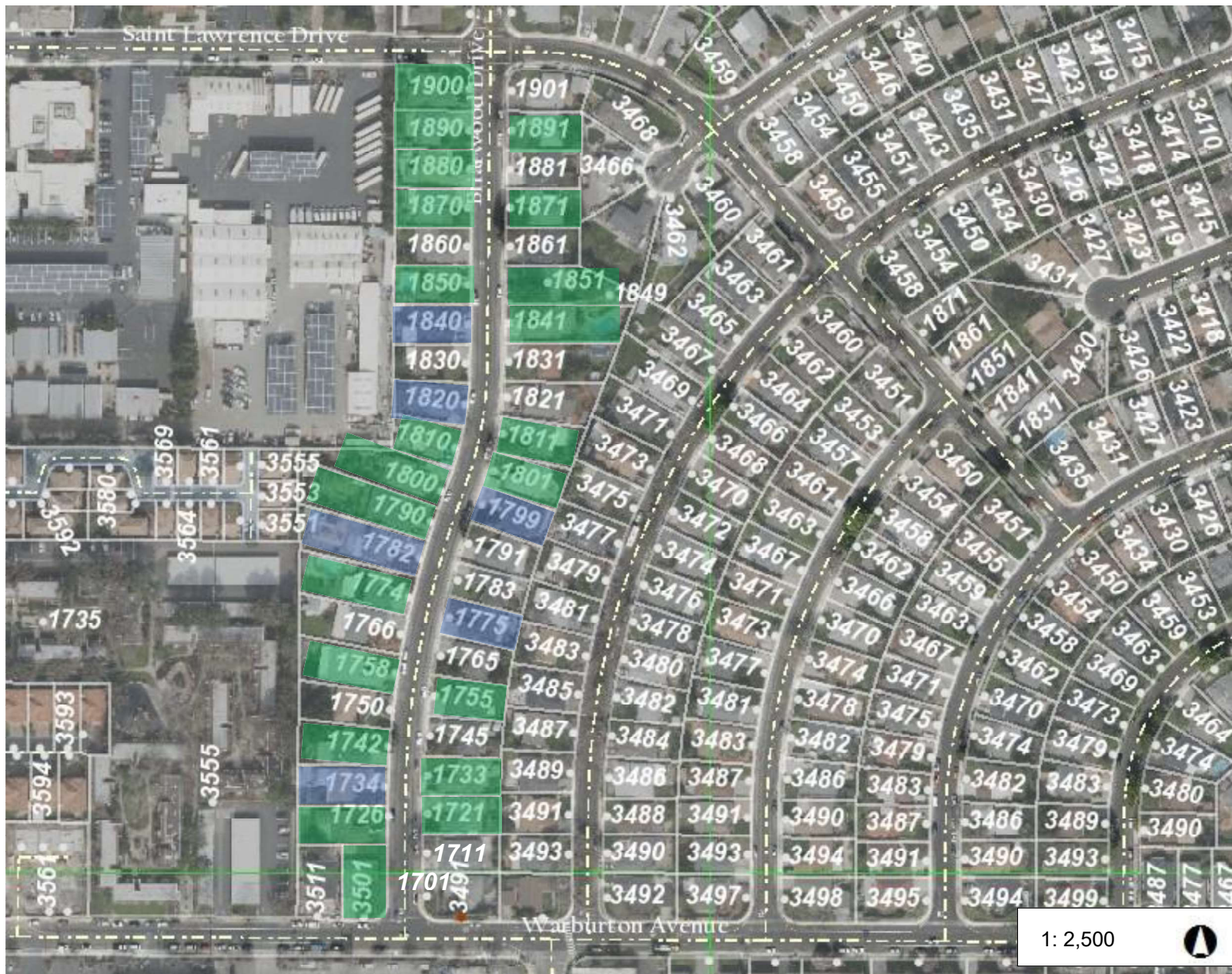
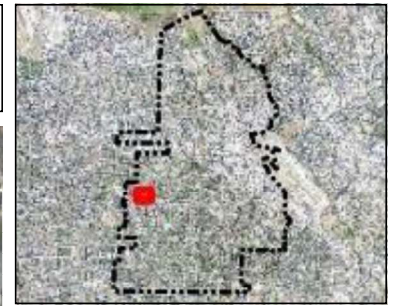
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes: 47 of 67 Properties signed petitions (70.1%) Along Briarwood (Cabrillo to Warburton)



City of
Santa Clara
The Center of What's Possible

Briarwood Drive Traffic Calming Petition Responses



0.1 0 0.04 0.1 Miles

NAD_1983_StatePlane_California_III_FIPS_0403_Feet

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes: 47 of 67 Properties signed petitions (70.1%) Along Briarwood (Cabrillo to Warburton)



Agenda Report

20-521

Agenda Date: 7/7/2020

REPORT TO COUNCIL

SUBJECT

Public Hearing: Action on an Amendment to Development Agreement for Gateway Crossings Project at 1205 Coleman Avenue [Council Pillar: Promote and Enhance Economic, Housing and Transportation Development]

EXECUTIVE SUMMARY

Hunter Storm ("Applicant") through its affiliate TOD Brokaw, LLC. ("Property Owner") is requesting an amendment of the Development Agreement (DA) to modify the requirements for timing of the construction of a hotel as part of the Gateway Crossings Project, located at 1205 Coleman Avenue. As approved, the DA requires construction of the hotel in Phase 1 of the development of the mixed-use project. Due to the economic downturn caused by the COVID19 pandemic that is impacting the restaurant, hotel and travel sectors, the Applicant is requesting to move the construction of the hotel to Phase 2 of project development. An amendment to the DA is required to alter the phasing of the approved development.

The proposed Amendment would be consistent with the City's General Plan land use designation for the project site and applicable policies in that the proposal to modify the sequencing of hotel construction does not include changes to the approved land use types, location or intensity of development that is to occur on the site, or number of phases of Project development; and would advance residential development on the site to support housing goals. A discussion of General Plan and Zoning Code conformance is provided in the Planning Commission staff report of June 10, 2020 (Attachment 1).

BACKGROUND

The project site consists of two parcels, totaling 21.4 acres, located at the southwest corner of Coleman Avenue and Brokaw Road. The majority of the site (20.4 acres) is located in the City of Santa Clara (APN: 230-46-069). A 1.0-acre portion at the southeastern corner of the site is located in the City of San Jose (APN: 230-46-070). The project site is currently vacant and was previously developed with industrial and office/research and development uses occupied by FMC, United Defense and BAE Systems.

On July 9, 2019, the City Council approved entitlements for phased development of a mixed-use project ("Gateway Crossings") on the project site. These entitlements include a General Plan Amendment to Santa Clara Station Very High Density Residential (51-120 du/ac) with a minimum commercial Floor Area Ratio of 0.20 and rezoning of the project site to Very High Density Mixed Use (PLN2016-12318); a Vesting Tentative Subdivision Map (PLN2016-12321); and Development Agreement (PLN2017-12481) to allow development phasing of the project. At the same meeting, the City Council approved and certified the Environmental Impact Report and the Mitigation Monitoring and Reporting Program for the Gateway Crossings Project (CEQ2016-01025 / SCH#2014072078).

The Gateway Crossings Project includes the construction of up to 1,565 multi-family residential units, 45,000 square feet of supporting retail and associated parking within four multi-story buildings on individual parcels (Buildings 1 - 4); a 152,000 square foot high-rise hotel with associated parking on a separate parcel; 2.6 acres of dedicated park land; private streets and shared surface parking on common lots; site landscaping; and public and private on- and off-site improvements.

Development phasing is specified in the DA. Project development is to occur in two phases with construction of residential Buildings 1 and 2 and the public park in Phase 1. The building permit for Building 2 is not to be issued unless and until the building permit for the hotel is issued and construction on the hotel has begun. Construction of residential Buildings 3 and 4 is to occur in Phase 2. On- and off-site public and private improvements and utilities associated with each phase would be coordinated and constructed to serve each phase of development.

The DA has a five-year term with an automatic five-year extension that occurs if the Developer physically commences construction of at least one building in accordance with the Development Plan prior to the expiration of the initial five-year period. The effective date of the DA is September 26, 2019.

The proposed DA Amendment would push back the requirement to build the hotel prior to residential Building 2 to a later point in the development project, prior to the construction of residential Building 3 (Phase 2) of the project. The purpose of the change is to allow the issuance of building permits for residential Buildings 1 and 2 concurrently in Phase 1 so that both buildings can proceed through construction while the travel and hospitality sectors of the economy recover sufficiently to support the development of a new hotel. This proposal would accordingly allow construction of a total of 725 residential units (of which 73 would be affordable units), 11,200 square feet of supporting retail, parkland, 7,500 square feet of commercial space for Police Activities League (PAL) youth programs, and on- and off-site roadway and site improvements to be constructed in Phase 1 at the same time.

DISCUSSION

At the June 10, 2020 Planning Commission meeting, staff and the applicant provided presentations on the proposed project. The Planning Commission discussion focused on the factors causing the Applicant to file the request, the proposed timing for construction of the hotel, and the benefits to the City of maintaining the DA as approved or amending as proposed.

Thirteen individuals from the public participated. Of these, 11 speakers expressed their support of the DA Amendment and advancing the construction of residential units and the PAL facility in Phase 1 without additional requirements as a condition of approval. One member of the public commented on the significance of the hotel to the project and the community. The member of the public expressed the desire to see the hotel built before Building 2 as approved and hold development of the Project if necessary while waiting to see what happens with the economy. Another individual expressed interest in switching the location of the PAL tenant space to Building 1 and retaining the sequence of development as approved in the DA.

The Planning Commission discussed the project with a focus on the potential for added community benefit that could be required as a condition of granting the requested DA. Some Commissioners expressed support for potential modification of the project to increase residential density on the site by adding more units to Phase 2.

The Commission also discussed increasing the amount of affordable housing within the project to 15 percent to align with the City's current requirements, reflecting community input from the May 25th community meeting, at which time community participants expressed an interest in requesting the project be required to provide a greater number of affordable units or provide the same number of units with deeper affordability. (The current DA terms require that the project provide 10% of all units as affordable, split evenly with half of those affordable to households earning the 80% Annual Median Income level and half affordable to households earning 100% AMI). The current project was approved by the City Council prior to the implementation date of the City's Affordable Housing Ordinance, which now requires that 15% of units be affordable to households at 100% Area Median Income level.

The Planning Commission further discussed the alternative actions available to the City Council in making their recommendation, including approval of the modification to the DA as requested by the Developer, denial of the request to modify the DA, or additional negotiation of terms between the Developer and the City. Possible modifications included a larger or deeper affordability requirement, a requirement to rezone Phase 2 to higher density, additional support for PAL, or other contributions toward community benefits.

At the conclusion of the Commission's deliberation, Commissioners Jain and Becker expressed concerns about making a concession to the developer for hotel sequencing without any added benefit to the City. Other Commissioners supported the request to move back the hotel timing requirement as requested by the applicant, citing the overall benefits of the project and recognizing the impact to the hospitality and travel sectors of the economy. The Planning Commission voted (4-2-0, with Becker and Jain opposed and Biagini recused) to recommend approval of the proposed Amendment to the DA as submitted.

The proposed DA Amendment is narrowly limited in scope to the timing of the hotel construction and would not alter other aspects of the project. As currently drafted the DA Amendment preserves the City's interest in linking construction of the hotel to the overall project by requiring construction of the hotel concurrent with Phase 2, allowing only two of four residential buildings to proceed ahead of the hotel.

ENVIRONMENTAL REVIEW

The environmental record for the Gateway Crossings Project consists of the Draft Environmental Impact Report (DEIR), Final Environmental Impact Report (FEIR), FEIR Appendices, and Supplemental Text Revisions Memorandum that together constitute the EIR and includes the Mitigation Monitoring and Reporting Program (MMRP). The documents were prepared and reviewed in accordance with California Environmental Quality Act requirements. The EIR and MMRP were approved and certified by the City Council at a public noticed meeting on July 9, 2019. Copies of the EIR and MMRP are available for review on the City's website at:

<https://www.santaclaraca.gov/Home/Components/BusinessDirectory/BusinessDirectory/157/3650?alpha=G> .

The proposed DA Amendment to move hotel construction from Phase 1 to Phase 2 of development does not modify the approved land uses, density of development or timing of full build-out of the project and therefore would not result in new significant impacts or impacts of substantially greater severity to require further environmental analysis.

FISCAL IMPACT

There is no fiscal impact the City for processing the requested application other than administrative staff time and expense typically covered by processing fees paid by the applicant. As proposed, none of the terms of the DA would be modified except for the phasing of hotel construction. The project would be subject to building permit and development fees in accordance with the City's Fee Schedule and made payable at the time of building permit issuance.

COORDINATION

This report was coordinated with the City Attorney's Office.

PUBLIC CONTACT

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

Public Notices and Comments: The notice of public hearing for this item was posted within 300 feet of the project site and mailed to property owners within 1,000 feet of the project site and to approximately 4,800 properties within the Old Quad on June 25, 2020. Newspaper notice of this item was published in *The Weekly* on June 24, 2020. The full administrative record is available for review during normal business hours by contacting the Planning Division. At the time of this agenda report there has been no additional public input submitted to the City in support or opposition to the proposal.

Public Outreach Meetings: A virtual public outreach meeting was conducted by the Applicant on May 28, 2020 at 6:00 p.m. Planning staff participated in the Zoom meeting to note public comment. Consistent with public outreach provided for the Gateway Crossings Project development entitlement process, notices of this outreach meeting were mailed to property owners within 1,000 of the project boundaries and approximately 4,800 properties in the Old Quad and was posted on the City's Community Meeting. Email notifications were also provided to interested parties. The Planning Commission staff report of June 10, 2020 (Attachment 1) outlines the points of discussion provided by the applicant and captures the comments conveyed by the public on the proposed Amendment.

ALTERNATIVES

1. Introduce an ordinance approving the First Amendment to the Development Agreement for the Gateway Crossings Project between the City of Santa Clara and TOD Brokaw, LLC.
2. Introduce an ordinance approving the First Amendment to the Development Agreement for the Gateway Crossings Project between the City of Santa Clara and TOD Brokaw, LLC with additional terms.
3. Deny the Amendment to the Development Agreement for the Gateway Crossings between the City of Santa Clara and TOD Brokaw, LLC.

RECOMMENDATION

Alternative 1:

Introduce an ordinance approving the First Amendment to the Development Agreement for the Gateway Crossings Project between the City of Santa Clara and TOD Brokaw, LLC.

Reviewed by: Andrew Crabtree, Director of Community Development

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Planning Commission Staff Report of June 10, 2020
2. First Amendment to Development Agreement between the City of Santa Clara and TOD Brokaw, LLC.
3. Development Agreement Ordinance
4. Applicant Statement of Justification



City of Santa Clara

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

Agenda Report

20-520

Agenda Date: 6/10/2020

REPORT TO PLANNING COMMISSION

SUBJECT

Approval of an Amendment to a Development Agreement for the Mixed-use Project at 1205 Coleman Avenue

BACKGROUND

The project site consists of two parcels totaling 21.4 acres located at the southwest corner of Coleman Avenue and Brokaw Road. The majority of the site (20.4 acres) is located in the City of Santa Clara (APN: 230-46-069). The 1.0-acre portion at the southeastern corner of the site is located in the City of San Jose (APN: 230-46-070). The project site is currently vacant and was previously developed with industrial and office/research and development uses formerly occupied by FMC, United Defense and BAE Systems.

On July 9, 2019 the City Council approved entitlements for phased development of a mixed-use project ("Gateway Crossings") on the project site. These entitlements include a General Plan Amendment to Santa Clara Station Very High Density Residential (51-120 du/ac) with a minimum commercial Floor Area Ratio (FAR) of 0.20 and rezoning of the project site to Very High Density Mixed Use (PLN2016-12318); a Vesting Tentative Subdivision Map (PLN2016-12321); and Development Agreement (DA) (PLN2017-12481) to allow development phasing of the project. At the same meeting, the City Council approved and certified the Environmental Impact Report and the Mitigation Monitoring and Reporting Program for the Gateway Crossings Project (CEQ2016-01025 / SCH#2014072078).

The Gateway Crossings Project includes the construction of up to 1,565 multi-family residential units, 45,000 square feet of supporting retail and associated parking within four multi-story buildings on individual parcels (Buildings 1 - 4); a 152,000 square foot high-rise hotel with 225 rooms and associated parking; 2.6 acres of dedicated park land; private streets and shared surface parking on common lots; site landscaping; and public and private on- and off-site improvements.

Development Agreement

The Gateway Crossings DA establishes the terms and obligations of development as well as the order and timing of these obligations. The DA vests the maximum density and intensity of uses; the maximum building heights and gross floor area of land uses; and the permitted uses. It affirms that the project is to be developed as a single integrated development and shall adhere to the approved Development Plans, achieve USGBC LEED silver standards or their equivalent and provide the requisite affordable housing units for each phase of development.

Development phasing is specified in the DA. Project development is to occur in two phases with construction of Buildings 1 and 2 and the public park in Phase 1. The building permit for Building 2 is

not to be issued unless and until the building permit for the hotel is issued and construction on the hotel has begun. Construction of Buildings 3 and 4 is to occur in Phase 2. On and off-site public and private improvements and utilities associated with each phase would be coordinated and constructed to serve each phase of development.

The DA includes provisions for minor modifications to the Development Plan, including an offset in the hotel and retail square footage to maintain the minimum 0.20 FAR commercial requirement. The DA also memorializes the type and timing for payment of development fees (including regional, local and fair share traffic fees and bicycle and pedestrian improvement fees), parkland dedication and maintenance obligations, and leasing terms with the Santa Clara Police Activities League (PAL) for commercial space to conduct youth programs on the project site.

The DA has a five-year term with an automatic five-year extension if the Developer physically commences construction of at least one building in accordance with the Development Plan prior to the expiration of the initial five-year period. The effective date of the DA is September 26, 2019.

DISCUSSION

The Applicant, Hunter Storm, through its affiliate TOD Brokaw, LLC ("Property Owner") is requesting an amendment of the project DA to modify the required timing of construction for the hotel. As approved, the DA requires construction of the hotel in Phase 1 development of the mixed-use project. Due to the economic downturn caused by the COVID19 pandemic that is impacting the restaurant, hotel and travel sectors, the Applicant is requesting to move the construction of the hotel to prior to the first residential building in Phase 2 of project development. An amendment to the DA is required to alter the phasing of the approved development.

The primary issue for analysis is the project's consistency with the City's General Plan and Zoning.

Consistency with the General Plan

General Plan Amendment #87, approved in 2019, changed the land use designation for the project site from Regional Commercial, High Density Residential and Very High Density Residential to Very High Density Residential with a minimum commercial FAR of 0.2. The Gateway Crossings Project was approved for construction of 1,565 residential units at 73.1 units per acre and 197,000 square feet of commercial (hotel and supporting retail) at a FAR of 0.21 consistent with this designation. The proposal to modify the timing of hotel construction does not include changes to the approved land use types or intensity of development that is to occur on the site. Therefore, the proposed DA amendment is consistent with the General Plan land use designation for the property.

Consistency with the Zoning

In conjunction with the General Plan Amendment approval, the project site was rezoned from Light Industrial (ML) to Very High-Density Mixed Use to allow phased construction of the Gateway Crossings Project as a mixed-use development with residential and commercial intensities and development standards different from other zoning designations in the City Code. The proposal does not involve a change in the number of phases of development, mix of land uses or intensities of development. The proposal is to move the construction of the hotel from Phase 1 to Phase 2 due to current economic conditions related to the COVID 19 pandemic.

Purposes for a Development Agreement

The DA is a voluntary agreement between the City and a developer to establish obligations for both

parties in connection with the land use entitlements issued by the City. Both parties need to agree to the terms of the DA through a negotiated process. Development of the hotel in the near-term was an important City objective and therefore included as a requirement in the DA to provide a benefit to the City. The developer voluntarily agreed to a requirement that the hotel start construction prior to the issuance of building permits for Building 2 (the second of four residential buildings included in the project entitlements.) The project provides other benefits to the City, including the development of affordable and market-rate residential units and provision of space for the PAL. Market conditions have changed as a result of the Coronavirus that make near-term development of the hotel infeasible or very unlikely. A residential developer is prepared to partner with the applicant to develop Buildings 1 and 2 of the project as a coordinated phase, but the developer has not been able to identify a partner to develop the hotel.

Conclusion

The global pandemic caused by the Coronavirus is having a severe economic impact on a number of business sectors. Especially hard hit are the travel and hospitality sectors and the timeline for their recovery is unknown. The entitlements for the Gateway Crossings Project were approved prior to the outbreak of this pandemic and did not anticipate its impact. As approved, the DA for the Gateway Crossings project requires that the hotel be under construction in Phase 1 prior to the issuance of building permits for Building 2. The proposal is to move the requirement to begin construction of the hotel to be prior to construction of Building 3 in Phase 2 and allow the issuance of building permits for Building 2 at the same time as Building 1, in response to market conditions that make development of a hotel infeasible in the near-term while there continues to be strong demand for new housing. This proposal would allow 725 residential units, of which 73 would be affordable units, 11,200 square feet of supporting retail, parkland, and 7,500 square feet of commercial space for PAL youth programs to be constructed in Phase 1 at the same time; as well as time for market recovery and resurgence in the travel and hospitality sectors to support development of the hotel prior to the project's residential Building 3.

ENVIRONMENTAL REVIEW

The environmental record for the Gateway Crossings Project consists of the Draft Environmental Impact Report (DEIR), Final Environmental Impact Report (FEIR), FEIR Appendices, and Supplemental Text Revisions Memorandum that together constitute the EIR and includes the Mitigation Monitoring and Reporting Program (MMRP). The documents were prepared and reviewed in accordance with California Environmental Quality Act requirements. The EIR and MMRP were approved and certified by the City Council at a public noticed meeting on July 9, 2019. Copies of the EIR and MMRP are available for review on the City's website at:

<https://www.santaclaraca.gov/Home/Components/BusinessDirectory/BusinessDirectory/157/3650?alpha=G> .

The proposed Amendment to the Development Agreement to move hotel construction from Phase 1 to Phase 2 of development does not modify the approved land uses, intensity of development or timing of full build-out of the project and therefore would not result in new significant impacts or impacts of substantially greater severity to require further environmental analysis.

FISCAL IMPACT

There is no fiscal impact to the City for processing the requested application other than administrative staff time and expense typically covered by processing fees paid by the applicant. As proposed, none of the terms of the DA would be modified except for the phasing of hotel construction. The project

would be subject to building permit and development fees in accordance with the City's Fee Schedule and paid at the time of building permit application.

COORDINATION

This report was coordinated with the City Attorney's Office.

PUBLIC CONTACT

The notice of public hearing for this item was posted within 300 feet of the project site and mailed to property owners within 1,000 feet of the project site and to approximately 4,800 properties within the Old Quad on May 29, 2020. Newspaper notice of this item was published in *The Weekly* on May 27, 2020. The full administrative record is available for review during normal business hours by contacting the Planning Division. At the time of this staff report there has been no public input submitted to the City in support or opposition to the proposal.

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

Public Outreach Meetings

A virtual public outreach meeting was conducted by the Applicant on May 28, 2020 from 6:00 p.m. to 8:00 p.m. Planning staff participated in the Zoom meeting to note public comment. Consistent with public outreach provided for the Gateway Crossings Project development entitlement process, notices of this virtual outreach meeting were mailed to property owners within 1,000 of the project boundaries and approximately 4,800 properties in the Old Quad and was posted on the City's Community Meeting webpage. Email notifications were also provided to interested parties.

Josh Rupert, representing Hunter Storm, began the presentation with an overview of the approved project and status of the economic impact of COVID 19 on the hospitality industry. Mr. Rupert informed the public of the efforts taken by Hunter Storm to market the site for hotel development and occupancy that have led to the request to amend the DA to move the construction of Building 2 before the hotel. Mr. Rupert concluded with a proposal illustrating an interim use for the hotel site as open landscaped area and surface parking lot for public use until hotel construction occurs prior to Phase 2 development and the construction of Building 3. The applicant's PowerPoint presentation is provided as Attachment 5 and is on the City's website at <https://www.santaclaraca.gov/Home/Components/Calendar/Event/73959/41> and <https://www.santaclaraca.gov/Home/Components/BusinessDirectory/BusinessDirectory/237/2495?alpha=G>.

A total of 44 members of the public were logged into the Zoom meeting; of which approximately two-thirds provided comments and questions either verbally or by text. A number of individuals asked for clarification on the phasing and timeline for construction of the residential buildings and hotel, when capital will be available to finance construction of the hotel, and the reasoning for the requirement to construct the hotel prior to Building 2 in the DA. Most of those who participated expressed their opposition to moving the timing of hotel development after Building 2 and before Building 3 as

proposed, and perceived loss of transit occupancy tax revenue to the City. A few individuals asked whether Building 2 could be constructed first in place of Building 1 so that the PAL lease space, which is to be provided in Building 2 would be provided at the outset of the project. Other members of the public voiced their disappointment that alternative options were not being presented and that the community was not consulted by the developer prior to the Zoom meeting for engagement. City staff explained that the DA Ordinance sets a limited time for which a DA Amendment must be set for Council hearing once filed. One individual spoke in favor of the proposed DA Amendment given current economic conditions caused by the pandemic and that timing for recovery of the market is unknown; further stating that the proposal would provide construction jobs and needed housing and would facilitate the near term construction of space that would be leased by PAL in Building 2.

ALTERNATIVES

1. Adopt a resolution to recommend the City Council approve the First Amendment to Development Agreement for the Gateway Crossings Project between the City of Santa Clara and TOD Brokaw, LLC.
2. Adopt a resolution to recommend the City Council deny the First Amendment to Development Agreement for the Gateway Crossings between the City of Santa Clara and TOD Brokaw, LLC.
3. Make no recommendation at this time
4. Make an alternative recommendation for approval of the Development Agreement with additional terms.

RECOMMENDATION

Make a recommendation to the City Council using the Alternatives provided.

Reviewed by: Andrew Crabtree, Director of Community Development

Approved by: Deanna Santana, City Manager

ATTACHMENTS

1. First Amendment to Development Agreement between the City of Santa Clara and TOD Brokaw, LLC.
2. Resolution Recommending City Council Approval of the First Amendment to Development Agreement Between the City of Santa Clara and TOD Brokaw, LLC.
3. Development Agreement Ordinance
4. Applicant Statement of Justification
5. Applicant Zoom Meeting Presentation of May 28, 2020

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

City of Santa Clara
City Hall
1500 Warburton Avenue
Santa Clara, California 95050

SPACE ABOVE THIS LINE FOR RECORDER'S USE

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

BETWEEN

THE CITY OF SANTA CLARA,
a chartered California municipal corporation,

and

TOD BROKAW, LLC,
a California limited liability company

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (“**Amendment**”) is dated for reference purposes as of _____, 2020, and is made by and between THE CITY OF SANTA CLARA (“**City**”), a chartered California municipal corporation, and TOD BROKAW, LLC, a California limited liability company (“**Developer**”).

Recitals

- A. Developer and the City are parties to that certain Development Agreement effective September 26, 2019 and recorded on October 9, 2019 as document number 24300322 in the Official Records of Santa Clara County (the “Original Agreement” or “Original Development Agreement”).
- B. Concurrently with the submission of its Development Agreement application, Developer submitted applications to develop the subject property with a transit-oriented mixed use development consisting of up to 1,565 residential dwelling units and up to 197,000 square feet of hotel and retail uses (the "Project").
- C. The Original Development Agreement contemplated that the Project would be developed in several phases which are outlined in more detail in the Development Plan and the Conditions of Approval, as those terms are defined in the Original Development Agreement. Commencement of hotel construction was required during phase one of the Project, and Developer agreed that no building permit may be issued for the construction of the second residential building in phase one unless and until a building permit was first issued for the hotel and construction activities started on the hotel, per Sections 2.7 and 2.8 of the Original Development Agreement.

- D. As a result of the global pandemic's effects on the hotel industry, the Original Agreement's requirements regarding timing of the Project's hotel became infeasible.
- E. Allowing the Project to proceed under revised phasing would benefit the City in several ways, including: earlier development of 725 residential units, including 73 Below Market Rate units; creating nearly 20,000 square feet of new retail space, including a 7,500 square foot lease for the Police Activities League located in building 2 that would have been delayed under the Original Agreement; approximately \$35 million in impact fees payable for phase one; construction of a two-acre Public Park, Brokaw Road improvements, and increased VTA ridership.
- F. Sections 11.1 and 11.2 of the Original Development Agreement provide that City and Developer may modify the terms of the Original Agreement pursuant to Government Code section 65858 and City Code section 17.10.300, and the parties intend to do so by this Amendment.
- G. On June 10, 2020, City's Planning Commission held a duly noticed public hearing on this Amendment and: (i) determined that consideration of this Amendment complies in all respects with CEQA; (ii) determined that this Amendment is consistent with the City's General Plan; and (iii) recommended that the City Council approve this Amendment.
- H. On July 7, 2020, the City Council held a duly noticed public hearing on this Amendment and determined that consideration of this Amendment complies in all respects with CEQA; found this Amendment to be consistent with the City's General Plan; and introduced Ordinance No. ____, approving this Amendment.

I. On _____, the City Council adopted Ordinance No. _____, enacting this Amendment and the Ordinance became effective thirty (30) days later on _____, (“Effective Date”).

NOW, THEREFORE, pursuant to the authority contained in Section 65864 et seq., of the California Government Code and The Code of the City of Santa Clara, California (“SCCC”) Section 17.10.010 et seq., and in consideration of the mutual covenants and promises of the parties, the Parties agree as follows:

1. Development of the Property

City and Developer agree that, notwithstanding anything to the contrary in the Original Agreement, sections 2.7 and 2.8 of the Original Agreement are hereby amended as follows:

(a) **“2.7 Timing of Improvements.** Developer may implement the Development Plan in phases, as described herein or as outlined in the Development Plan, or as otherwise approved by the City. The phasing set forth in the Development Plan is the approved phasing as of the Effective Date. As set forth in Section 2.8, commencement of the hotel construction is required prior to phase two of the Project. With the exception of the hotel construction schedule of Section 2.8, Developer may request alternate phasing in writing based on business constraints or considerations. Prior to implementation, such alternate phasing must be approved in writing by the City Council, whose approval shall not be unreasonably withheld taking into consideration whether the terms and conditions of this Agreement, the Development Plan, the Conditions of Approval and the Mitigation Monitoring and Reporting Program are met, that the revised phasing will not unduly burden, hamper or constrain prior or future phases of the Project, and that the revised phasing will not modify the hotel construction schedule specified in Section 2.8. It is the

Parties' specific intent that this Agreement shall prevail over any later-adopted initiative or moratorium that might otherwise have the effect of restricting or limiting the timing of development of the Project and that Developer shall have the right to develop the Project at such time as Developer deems appropriate within the exercise of its subjective business judgment and no annual (or other) limit, moratoria, or other limitation upon the number of, or phasing or pacing of, buildings which may be constructed, or Building Permits which may be obtained, or the like shall apply to the Project.”

(b) **“2.8 Timing of Hotel Construction.** The Developer agrees to begin construction of the hotel prior to phase two of the Project. In order to facilitate this requirement, the Developer agrees that no building permit shall be issued for the construction of the first residential building in phase two, unless and until a building permit has first been issued for the hotel and construction activities started on the hotel. For the purposes of this requirement the term "construction activities started" is satisfied by commencement of foundation work.”

2. Counterparts; Facsimile Signatures.

This Amendment may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one instrument. The signatures of any party or parties on this Amendment transmitted by facsimile shall be deemed the same as an original signature and shall be binding on the party transmitting the same.

3. Modification.

Except as modified above the terms and conditions of the Development Agreement shall remain unmodified and in full force and effect. In the event of any conflict or inconsistency between the

terms of this Amendment and the terms of the Original Development Agreement, the terms of this Amendment shall control.

**CITY OF SANTA CLARA, CALIFORNIA,
a chartered California municipal corporation**

APPROVED AS TO FORM:

BRIAN DOYLE
City Attorney

ATTEST:

NORA PIMENTEL, MMC
Assistant City Clerk

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

**TOD BROKAW, LLC
a California limited liability company**

By: H/S Brokaw, LLC,
a California limited liability company
Its: Manager

By: _____
Name: Derek K. Hunter, Jr.
Its: Manager

By: _____
Name: Edward D. Storm
Its: Manager

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF SANTA CLARA,
CALIFORNIA, APPROVING A FIRST AMENDMENT TO THE
DEVELOPMENT AGREEMENT BETWEEN THE CITY OF
SANTA CLARA AND TOD BROKAW, LLC FOR THE
PROPERTY LOCATED AT 1205 COLEMAN AVENUE, SANTA
CLARA**

[Original Ordinance No. 2003 Adopted July 9, 2019]

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

WHEREAS, California Government Code Sections 65864 through 65869.51 (collectively the “Development Agreement Act”) authorize cities to enter into binding development agreements with owners of real property and these agreements govern the development of the property;

WHEREAS, The City of Santa Clara (“City”) and TOD Brokaw, LLC (“Property Owner”) entered into a Development Agreement adopted on July 9, 2019, effective on September 26, 2019 and recorded on October 9, 2019 as document 24300322 in the Official Records of Santa Clara County (the “Original Development Agreement”) concerning the certain real property located at 1205 Coleman Avenue (“Project Site”) that consists of two parcels totaling 21.4 acres (APNs: 230-46-069 and 230-46-070);

WHEREAS, the Original Development Agreement authorizes phased development on the Project Site of up to 1,565 multi-family residential units, 45,000 square feet of supporting retail and associated parking within four multi-story buildings on individual parcels (Buildings 1 – 4); a 152,000 square foot high-rise hotel with associated parking on a separate parcel; 2.6 acres of dedicated parkland; private streets and shared surface parking on common lots; site landscaping; and public and private on- and off-site improvements (“Project”);

WHEREAS, on July 9, 2019, in Resolution 19-8733, the City Council certified an Environmental Impact Report (“EIR”) and approved the Mitigation Monitoring and Reporting Program (“MMRP”) for the Project;

WHEREAS, on May 4, 2020, the “Property Owner” filed an application to amend the Original Development Agreement (“First Amendment to Development Agreement”) to move the timing of hotel construction from Phase 1 to before the issuance of the first residential building (“Building 3”) in Phase 2 of Project development;

WHEREAS, the First Amendment to Development Agreement is attached hereto and incorporated by this reference;

WHEREAS, the requested First Amendment to Development Agreement to move hotel construction from Phase 1 to before the issuance of the first residential building (“Building 3”) in Phase 2 development does not modify the approved land uses, intensity of development or timing of full build-out of the Project as approved, and therefore would not result in new significant impacts or impacts of substantially greater severity to require further environmental analysis;

WHEREAS, Santa Clara City Code § 17.10.130 provides for the review and recommendation of the City’s Planning Commission of all development agreements before action is to be taken by the City Council;

WHEREAS, on June 10, 2020, the Planning Commission held a duly noticed public hearing to consider the proposed First Amendment to Development Agreement, at the conclusion of which, the Commission voted to recommend that the Council approve the proposed First Amendment to Development Agreement;

WHEREAS, notice of the July 7, 2020 City Council hearing on the proposed First Amendment to Development Agreement was published in the *Weekly*, a newspaper of general circulation for the City, on June 24, 2020;

WHEREAS, on June 25, 2020, the City mailed notice of the City Council public hearing to all property owners within 1,000 feet of the Project Site and approximately 4,800 properties in the Old Quad, and posted notice of the public hearing in three conspicuous locations within 300 feet of the Project Site; and

WHEREAS, on July 7, 2020, the City Council conducted a public hearing to consider the First Amendment to Development Agreement, at which time the City Council received and considered all verbal and written testimony and evidence submitted.

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

SECTION 1: The City Council hereby finds that all the foregoing recitals are true and correct and by this reference makes them a part hereof.

SECTION 2: The City Council finds that consideration of the First Amendment to Development Agreement is based on the determination that the proposed Amendment does not modify the approved land uses, intensity of development or timing of full build-out of the Project as approved, and therefore would not result in new significant impacts or impacts of substantially greater severity to require further environmental analysis; and furthermore find that the mitigation measures in the certified EIR and approved MMRP remain unchanged and will be implemented with each phase of Project development.

SECTION 3: Pursuant to Government Code Section 65867.5, the City Council hereby finds that the provisions of the First Amendment to Development Agreement do not include changes to the approved land use types, intensity of development that is to occur on the site, or number of phases of Project development and is therefore consistent with the General Plan land use designation and approved development plan for the Project Site.

SECTION 4: The City Council has reviewed the First Amendment to Development Agreement and based on its review finds that the Development Agreement, as amended by the First Amendment to Development Agreement complies with all requirements of Government Code section 65865.2 [entitled “Contents” (of Development Agreement)].

SECTION 5: The City Council hereby approves the First Amendment to Development Agreement, substantially in the form attached hereto.

SECTION 6: The City Manager is hereby authorized to execute the First Amendment to Development Agreement on behalf of the City upon adoption of this Ordinance, together with such minor and clarifying changes consistent with the terms thereof as may be approved by the Manager, or designee, is also authorized and directed to take any action and execute any documents necessary to implement the Development Agreement as amended, including but not limited to conducting an annual review of compliance as specified therein.

SECTION 7: Except as specifically set forth herein, this Ordinance suspends and supersedes all conflicting resolutions, ordinances, plans, codes, laws and regulations.

SECTION 8: Within ten (10) days after the City Manager executes the First Amendment to Development Agreement, the City Clerk shall cause the First Amendment to Development Agreement to be recorded with the Santa Clara County Recorder.

SECTION 9: This Ordinance shall not be codified in the Santa Clara City Code.

SECTION 10: Savings Clause: The changes provided for in this ordinance shall not affect any offence or act committed or done or any penalty or forfeiture 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 judgement rendered prior to the effective date of this ordinance. All fee schedules shall remain in force until superseded by the fee schedules adopted by the City Council.

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SECTION 11: 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 7th day of July, 2020, by the following vote:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST:

NORA PIMENTEL
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:

1. First Amendment to Development Agreement

Statement of Justification
and
Text of Development Agreement Amendments

Developer TOD Brokaw, LLC requests amendments to the Development Agreement Between the City of Santa Clara and TOD Brokaw, LLC, recorded on 10/9/19 for the Gateway Crossings project.

As set forth in correspondence to Director Crabtree dated March 31, the effects of the global pandemic on the hotel industry makes the Development Agreement's current requirement to commence construction of the project's hotel in phase one (§ 2.7) and prior to the issuance of a building permit for the project's second residential building (§ 2.8) infeasible. The proposed amendments are set forth below.

The requested amendments to the Development Agreement are as follows:

2.7 Timing of Improvements. Developer may implement the Development Plan in phases, as described herein or as outlined in the Development Plan, or as otherwise approved by the City. The phasing set forth in the Development Plan is the approved phasing as of the Effective Date. ~~As set forth in Section 2.8, commencement of the hotel construction is required during phase one of the Project. With the exception of the hotel construction schedule of Section 2.8,~~ Developer may request alternate phasing in writing based on business constraints or considerations. Prior to implementation, such alternate phasing must be approved in writing by the City Council, whose approval shall not be unreasonably withheld taking into consideration whether the terms and conditions of this Agreement, the Development Plan, the Conditions of Approval and the Mitigation Monitoring and Reporting Program are met, that the revised phasing will not unduly burden, hamper or constrain prior or future phases of the Project, and that the revised phasing will not modify the hotel construction schedule specified in Section 2.8. It is the Parties' specific intent that this Agreement shall prevail over any later-adopted initiative or moratorium that might otherwise have the effect of restricting or limiting the timing of development of the Project and that Developer shall have the right to develop the Project at such time as Developer deems appropriate within the exercise of its subjective business judgment and no annual (or other) limit, moratoria, or other limitation upon the number of, or phasing or pacing of, buildings which may be constructed, or Building Permits which may be obtained, or the like shall apply to the Project.

2.8 Timing of Hotel Construction. The Developer agrees to begin construction of the hotel during phase one two of the Project. ~~In order to facilitate this requirement, the Developer agrees that no building permit shall be issued for the construction of the second residential building in phase one, unless and until a building permit has first been issued for the hotel and construction activities started on the hotel. For the purposes of this requirement the term "construction activities started" is satisfied by commencement of foundation work.~~



City of Santa Clara

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

20-651

Agenda Date: 7/7/2020

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
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**CITY COUNCIL AND STADIUM AUTHORITY STAFF REFERRALS
FOR FOLLOW-UP/ACTION**
Updated 6/24/20



	Date Assigned	Source	Referral Description	Assigned Department	Projected Completion	Completed
1.	6/23/20	Council Meeting	Study Session on November 2020 Ballot Measures – return to Council on 7/14/20 with ballot language for TOT	City Manager	7/14/20	
2.	6/23/20	Council Meeting	Create an Ad Hoc Committee on Human Rights/Racial Inequalities in Santa Clara	City Manager	7/7/20	
3.	6/23/20	Council Meeting	Solid Waste Rate Increase – return on 7/14/20 with a report on rates and review options for rate assistance	Public Works	7/14/20	
4.	4/7/20	Council Meeting	Pruneridge Avenue Complete Streets Plan Project – Council voted to postpone awarding the contract and requested that staff bring it back to Council when there was more certainty about public outreach efforts in relation to the COVID-19 shelter in place order	Public Works	TBD	
5.	2/11/20	Council Meeting	Written Petition Received from Alan Todd Bevis Regarding Traffic Calming on Briarwood; Council requested staff to bring this item back to Council	Public Works	7/7/20	
6.	1/28/20	Council Meeting	Return in March with a Resolution in support of 2020 Census (due to the impact of COVID-19 the U.S. Census has been extended through 10/31/20)	City Manager	6/23/20	
7.	1/28/20	Council Meeting	Respond via City Manager's Biweekly Report when information on alternate leasing plan for department stores at Related Santa Clara Project will return to Council	City Manager	August 2020	
8.	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	
9.	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	TBD	
10.	10/29/19	Council Meeting	Provide options for the \$750,000 commitment from Levy for community enrichment	City Manager	Fall 2020	
11.	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	6/23/20	
12.	9/24/19	Council Meeting	Staff to review the potential for rebates for the purchase of electric bicycles	SVP	Fall 2020	
13.	9/24/19	Council Meeting	Staff to review the Ordinance and enforcement of illegal street food vendors	Police	August 2020	
14.	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	July 2020	
15.	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	Fall 2020	
16.	7/9/19	Council Meeting	Update on age-friendly activities per commission annual Work Plan	Parks & Rec	Summer 2020	
17.	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,	Public Works	TBD	



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	Date Assigned	Source	Referral Description	Assigned Department	Projected Completion	Completed
			insurance, speed monitoring, data, fee structure and drop-off locations (Per the City Attorney's Office this item was placed on hold – pending the outcome of other public entities' litigation)			
18.	4/30/19	Council Meeting	Number of public transit riders for large stadium events	49ers Stadium Manager	TBD	
19.	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	
20.	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	Fall 2020	
21.	10/9/18	Council Meeting	Dedicate Jerry Marsalli Community Center at grand opening of the facility	Parks & Rec	TBD	
22.	10/2/18	Council Meeting	Amend sign ordinance to prohibit signs on public property	Parks & Rec/ City Attorney	Summer 2020	
23.	7/10/18	Council Meeting	Annual update on PD community engagement efforts	Police	6/23/20	
24.	3/13/18	Council Meeting	Develop a Stadium Authority Financial Reporting Policy in conjunction with the Stadium Authority Auditor and the external auditor	Finance	Winter 2020	



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COMPLETED 2020
CITY COUNCIL AND STADIUM AUTHORITY STAFF REFERRALS
FOR FOLLOW-UP/ACTION
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	Date Assigned	Source	Referral Description	Assigned Department	Projected Completion	Completed	Resolution
1.	6/9/20	Council Meeting	City Code requirements related to outdoor dining – review permit application processes to streamline review and approval process	Community Development	TBD	6/16/20	Email sent to Council from City Manager on 6/16/20
2.	6/9/20	Council Meeting	Santa Clara Convention Center 3rd Quarter Report – why are audiovisual expenses higher than expected? Are the food expenses high due to providing food for the Senior Food Distribution and/or School Lunches? (Respond via email or Council Informational Memo)	City Manager	6/9/20	6/9/20	Email response sent to Council on 6/9/20 (via Council question/response process); also posted on website with agenda packet
3.	4/28/20	Council Meeting	Invite Supervisor Susan Ellenberg to provide a COVID-19 update at the 5/12 City Council Meeting	City Manager	6/9/20	6/9/20	Reported at Council Meeting
4.	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	5/26/20	5/26/20	Reported at Council Meeting
5.	4/7/20	Council Meeting	Legislative Advocacy Positions - staff to return with information regarding the City's position on: Redistricting after census, public records and campaign reform (Council to provide questions in advance)	City Manager	TBD	5/26/20	Per City Manager, no questions from Council
6.	4/28/20	Council Meeting	Nonprofits may apply for the City's Small Business Assistance Grant and business license simultaneously	City Manager	5/12/20	5/12/20	Reported at Council Meeting
7.	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	Spring 2020	5/12/20	Reported at Council Meeting
8.	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	4/28/20	4/28/20	Reported at Council Meeting
9.	10/29/19	Council Meeting	Regarding GIS system, provide biannual updates via the City Manager/Executive Director Report at Council meeting	IT	Spring 2020	4/28/20	Reported at Council Meeting
10.	12/10/19	Council Meeting	Add labor peace provision to GreenWaste Agreement	Public Works	Spring 2020	4/16/20	Email sent to Council on 4/16/20 re: labor peace



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	Date Assigned	Source	Referral Description	Assigned Department	Projected Completion	Completed	Resolution
11.	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	May 2020	4/8/20	Reported at Council Meeting
12.	3/17/20	Council Meeting	Staff to review/return with options for temporary moratorium on evictions for renters as well as information to landlords on evictions during the COVID-19 emergency	Community Development/ City Attorney	3/24/20	4/7/20	Reported at Council Meeting
13.	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	3/31/20	4/7/20	Reported at Council Meeting
14.	3/5/20	Stadium Authority	Stadium Budget – City Attorney to return with legal opinion regarding options on approving the Stadium Budget	City Attorney	March 2020	3/24/20	Reported at Council Meeting
15.	3/17/20	Council Meeting	Review food options for at-risk children and families	City Manager	TBD	3/19/20	Email sent to Council from City Manager on 3/19/20
16.	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	2/25/20	Reported at Council Meeting
17.	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	Staff prepared letter for Mayor's signature; signed letter mailed on 2/12/20
18.	12/3/19	Council Meeting	Council Policy 030 – Adding an Item on the Agenda – return to Council with amended policy replacing the word consensus with Council action	City Attorney/ City Manager	2/11/20	2/11/20	Reported at Council Meeting
19.	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 and Cons of the TID assessment change taking into	City Manager	2/11/20	2/11/20	Reported at Council Meeting



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CITY COUNCIL AND STADIUM AUTHORITY STAFF REFERRALS
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	Date Assigned	Source	Referral Description	Assigned Department	Projected Completion	Completed	Resolution
			consideration overall TOT? How do the TID Hotels feel about an increase in TOT (potentially 3%)				
20.	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	Reported at Council Meeting
21.	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	Reported at Council Meeting
22.	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	
23.	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
24.	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
25.	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	Language has been added to agreements re: annual review
26.	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
27.	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



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	Date Assigned	Source	Referral Description	Assigned Department	Projected Completion	Completed	Resolution
28.	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
29.	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
30.	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
31.	9/18/19	Economic Development, Communications and Marketing Committee	The Committee referred for Council consideration a request to the City Council to terminate the billboard agreement with All Vision, LLC (staff in process of analyzing further)	City Manager	January 2020	1/9/20	Letter sent from City Manager to All Vision on 1/9/20; Memo to Council from City Attorney on 1/9/20