



# City of Santa Clara

## Meeting Agenda

### Council and Authorities Concurrent Meeting

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Tuesday, January 14, 2020

3:00 PM

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

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\*Updates: Item 20-1456 - Update to Recommendation and additional attachment included  
Item 20-51 - Agenda Report contents updated

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

#### **3:00 PM CLOSED SESSION**

Call to Order in the Council Chambers

Confirmation of a Quorum

Public Comment

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

**20-71**     [Public Employee Performance Evaluation \(CC\)](#)  
[Pursuant to Gov. Code § 54957](#)  
[Title: City Attorney](#)

**20-70**     [Conference with Labor Negotiators \(CC\)](#)  
[Pursuant to Gov. Code § 54957.6](#)  
[City representative: Mayor Lisa M. Gillmor](#)  
[Unrepresented employee: City Manager](#)

Convene to Closed Session (Council Conference Room)

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

Call to Order in the Council Chambers

Confirmation of a Quorum

**20-1196**   [Joint Dinner Meeting with Senior Advisory Commission](#)

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

Call to Order

Pledge of Allegiance and Statement of Values

Roll Call

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

**CONTINUANCES/EXCEPTIONS**

**SPECIAL ORDER OF BUSINESS**

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

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

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

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

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

Youth Commission - November 12, 2019



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

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

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

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

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

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

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

**Recommendation:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 2.P 20-26** [Action on: \(1\) Agreement with Superion, LLC for Residential and Business Alarm Management Software and \(2\) Introduction of an Ordinance Amending Chapter 8.40 of the City Code \("False Alarm Regulation"\) \[Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure\]](#)

**Recommendation:**

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

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

**Recommendation:**

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

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

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

## **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.]*

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**CONSENT ITEMS PULLED FOR DISCUSSION**

**PUBLIC HEARING/GENERAL BUSINESS**

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

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

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

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

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

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

**REPORTS OF MEMBERS AND SPECIAL COMMITTEES**

**CITY MANAGER/EXECUTIVE DIRECTOR REPORT**

- 20-72      [Informational Report on Corrections to Santa Clara Weekly's Articles regarding City Management Compensation](#)
- 20-42      [Update on City Council and Stadium Authority Staff Referrals Council Pillar: Enhance Community Engagement and Transparency](#)

**20-52**     [Tentative Meeting Agenda Calendar \(TMAC\) \[Council Pillar: Enhance Community Engagement and Transparency\]](#)

**ADJOURNMENT**

The next regular scheduled meeting is on Tuesday evening, January 28, 2020 in the City Hall Council Chambers.

**MEETING DISCLOSURES**

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

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

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

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

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

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





# City of Santa Clara

1500 Warburton Avenue  
Santa Clara, CA 95050  
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## Agenda Report

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**20-71**

**Agenda Date: 1/14/2020**

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**SUBJECT**

Public Employee Performance Evaluation (CC)

Pursuant to Gov. Code § 54957

Title: City Attorney



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## Agenda Report

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**20-70**

**Agenda Date: 1/14/2020**

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### **SUBJECT**

Conference with Labor Negotiators (CC)

Pursuant to Gov. Code § 54957.6

City representative: Mayor Lisa M. Gillmor

Unrepresented employee: City Manager



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## Agenda Report

20-1196

Agenda Date: 1/14/2020

### REPORT TO COUNCIL

#### **SUBJECT**

Joint Dinner Meeting with Senior Advisory Commission

#### **BACKGROUND**

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

#### **DISCUSSION**

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

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

#### **ENVIRONMENTAL REVIEW**

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

#### **FISCAL IMPACT**

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

#### **PUBLIC CONTACT**

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

Approved by: Deanna J. Santana, City Manager



## Agenda Report

20-1466

Agenda Date: 1/14/2020

### REPORT TO COUNCIL

#### **SUBJECT**

Recognition of Santa Clara students for their participation in Santa Clara Valley Science and Engineering Fair Association's Synopsis Championship Science Fair (SCVSEFA Fair)

#### **BACKGROUND**

During the annual SCVSEFA Fair, hundreds of Santa Clara County students are challenged to go beyond their classroom studies to do independent project-based research. They work independently, or in teams, to address questions in the fields of Computer Science, Environmental Science, Medicine & Health, Chemistry, Biology, and other categories.

The annual SCVSEFA Fair showcases students in Santa Clara County who will become our future scientists, technology experts, engineers, and mathematicians. This regional competition celebrates achievement by middle and high school students supported by their parents, teachers, and schools.

#### **DISCUSSION**

The City of Santa Clara is honored to recognize the science, technology, engineering, and mathematics (STEM) achievements of our Santa Clara students for their participation in the annual SCVSEFA Fair. The City Council is proud to recognize the accomplishments of these outstanding students.

At the City Council meeting SCVSEFA representatives will introduce the students who participated in the competitions.

#### **FISCAL IMPACT**

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

#### **PUBLIC CONTACT**

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

Approved by: Deanna J. Santana, City Manager



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## Agenda Report

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20-1452

Agenda Date: 1/14/2020

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### REPORT TO COUNCIL

#### SUBJECT

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

#### RECOMMENDATION

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



Draft

**City of Santa Clara**  
**Joint Meeting Minutes**  
**Council and Authorities Concurrent**  
**Stadium Authority**

**Bayshore North Project Enhancement Authority**

**Successor Agency to the City of Santa Clara Redevelopment Agency**

11/05/2019

3:30 PM

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

**3:30 PM CLOSED SESSION**

**Call to Order in the Council Chambers**

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

**Confirmation of a Quorum**

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

**Public Comment**

**None.**

[19-1293](#)

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

[19-1294](#)

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

[19-1283](#)

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

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

**5:00 PM REGULAR MEETING**

**Call to Order**

**Mayor Gillmor** called the meeting to order at 5:29 PM.

**Pledge of Allegiance and Statement of Values**

**Roll Call**

**Present:** 7 - Vice Mayor/Vice Chair Patricia M. Mahan, Councilmember/Boardmember/Authority Member Karen Hardy, Councilmember/Boardmember/Authority Member Teresa O'Neill, Councilmember/Boardmember/Authority Member Debi Davis, Councilmember/Boardmember/Authority Member Kathy Watanabe, Councilmember/Boardmember/Authority Member Raj Chahal, and Mayor/Chairperson Lisa M. Gillmor

**STUDY SESSION**

[19-1005](#)

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

**Assistant Director of Public Works Liw** presented the staff report and PowerPoint presentation.

**Council** comments and questions followed.

**Public Speaker(s):** Suds Jain  
Kirk Vartan  
Public Speakers (2)

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

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

**CONTINUANCES/EXCEPTIONS**

None.

**SPECIAL ORDER OF BUSINESS**

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

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

**Cultural Commission Vice-Chair Marinaro** introduced the winners of the Santa Clara Cultural Commission 2019 Halloween Home Decoration Contest alongside **Commissioner Bhatia** and **Commissioner von Huene**.

### **CONSENT CALENDAR**

**A motion was made by Councilmember/Boardmember/Authority Member Davis, seconded by Councilmember/Boardmember/Authority Member Watanabe, to approve the balance of the Consent Calendar (except Items 2.B, 2.F, 2.J, with Mayor Gillmor and Vice Mayor Mahan abstaining from Item 2.G).**

**Aye:** 7 - Vice Mayor/Vice Chair Mahan, Councilmember/Boardmember/Authority Member Hardy, Councilmember/Boardmember/Authority Member O'Neill, Councilmember/Boardmember/Authority Member Davis, Councilmember/Boardmember/Authority Member Watanabe, Councilmember/Boardmember/Authority Member Chahal, and Mayor/Chairperson Gillmor

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

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

**A motion was made by Councilmember Davis, seconded by Councilmember Watanabe, to adopt Resolution No. 19-8771 amending Resolution No. 6047 regarding the Youth Commission.**



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

**Recommendation:**

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

**A motion was made by Councilmember Davis, seconded by Councilmember Watanabe, to: 1) Introduce Ordinance No. 2008 adding a new Chapter 15.18 ("International Property Maintenance Code") and a new Chapter 15.39 ("Expedited Permitting Process for Electric Vehicle Charging Stations"), and amending Chapter 15.05 ("Administrative Code"), Chapter 15.15 ("Building Code"), Chapter 15.17 ("Residential Code"), Chapter 15.20 ("Electric Code"), Chapter 15.30 ("Mechanical Code"), Chapter 15.35 ("Plumbing Code"), Chapter 15.36 ("Energy Code"), Chapter 15.37 ("Historical Building Code"), Chapter 15.38 ("Green Building Standards Code"), and Chapter 15.75 ("Existing Building Code") of Title 15 ("Buildings and Construction") of "The Code of the City of Santa Clara, California" for the adoption of the 2019 California Building Standards Code; 2) Adopt Resolution No. 19-8772 Making Findings of Fact Necessary for the Specified Modifications to the 2019 California Building Code and 2019 California Residential Code Reflected in the Proposed Ordinance; and 3) Set a public hearing on November 19, 2019 pursuant to California Government Code Section 50022.3 for adoption of Ordinance No. 2008.**

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

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

**A motion was made by Councilmember Davis, seconded by Councilmember Watanabe, to: 1) Approve introduction of Ordinance No. 19-2009 amending Chapter 15.60 of the Santa Clara City Code ("Santa Clara Municipal Fire and Environmental Code") to adopt the 2019 California Fire Code, as amended; 2) Adopt Resolution No. 19-8773 establishing the findings of fact necessary for the specified amendments to the 2019 California Fire Code reflected in the proposed Ordinance, as a subset of the California Building Standards; and 3) Set a public hearing on November 19, 2019, for final adoption of the ordinance amending Chapter 15.60 of the Santa Clara City Code ("Santa Clara Municipal Fire and Environmental Code") to adopt the 2019 California Fire Code, as amended.**

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

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

**Mayor Gillmor and Vice Mayor Mahan** abstained to due to conflict of interest.

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

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

**Abstained:** 2 - Vice Mayor Mahan, and Mayor Gillmor

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

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

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

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

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

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

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

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

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

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

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

**A motion was made by Councilmember/Boardmember/Authority Member Davis, seconded by Councilmember/Boardmember/Authority Member Watanabe, to: 1) Approve the Fifth Amendment to Joint Exercise of Powers Agreement to eliminate the authority of Executive Director to enter into Stadium Authority contracts without prior Board approval; and 2) Adopt Stadium Authority Resolution No.19-2 (Stadium Authority) declaring the necessity of Stadium Authority Board approval prior to entering into Stadium Authority contracts.**

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

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

**A motion was made by Councilmember Davis, seconded by Councilmember Watanabe, to adopt Resolution No. 19-8774 authorizing the City Manager and/or designee to submit the City's Application and Administer Per Capita grant funds.**

## **PUBLIC PRESENTATIONS**

None.

## **CONSENT ITEMS PULLED FOR DISCUSSION**

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

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

**Mayor Gillmor** pulled this item to add language to the motion on Item 2.E (File Id 19-1201).

**A motion was made by Councilmember Davis, seconded by Councilmember O'Neill, to approve staff recommendation with the amendment adding the language to the motion on Item 2.E (File Id 19-1201) "...direct staff and the Parks and Recreation Commission to work with the community to provide input for the artwork".**

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

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

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

**Suds Jain** pulled this item to make comments.

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

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

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

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

**Nick Kaspar** (Lobbyist) pulled this item for further discussion.

**Public Speaker(s):** Suds Jain

**A motion was made by Councilmember Watanabe, seconded by Councilmember Davis, to Introduce Ordinance No. 2010 Extending the Temporary Moratorium on Motorized Scooter and Bicycle Share Programs.**

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

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

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

**Councilmember Davis** pulled this item to ask what the estimated revenue would go toward the Stadium payment.

**City Manager Santana** expressed that she would bring back a separate reponse through the City Manager's blog.

**A motion was made by Councilmember Davis, seconded by Councilmember Watanabe, to 1) Adopt Resolution No. 19-8775 approving the annexation of the Hotel Parcels into the CFD; and 2) Approve Amendment No. 1 to the Notice of Special Tax Lien and the Amended Boundary Map - CFD 2010-1, and authorize recordation thereof.**

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

**PUBLIC HEARING/GENERAL BUSINESS**

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

**Recommendation:**

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

**Director of Finance Lee** presented the staff report and PowerPoint presentation.

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

**A motion was made by Councilmember Watanabe, seconded by Councilmember Davis, to approve staff recommendation and direct staff to do outreach to receive community input regarding GO Bonds, increasing TOT percentage, Parcel Tax.**

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

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

**Council** issued a Proclamation to the **Joy of Sewa** representatives.

**Mayor Gillmor** called for recess at 7:58 PM and reconvened the meeting at 8:06 PM.

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

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

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

**Director of Finance Lee** presented the staff report and PowerPoint presentation.

**Public Speaker(s):** Nick Kaspar (Lobbyist)

Public Speaker (1)

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

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



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

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

**City Clerk Haggag** presented the staff report and gave a PowerPoint Presentation.

**Public Speaker(s):** Public Speakers (3)

**A motion was made by Councilmember Davis, seconded by Councilmember Watanabe, to accept the Charter Review Committee Recommendations 1, 2 and 3 as follows:**

**Recommendation 1:**

**The Committee recommends the Santa Clara City Charter, Section 600, be amended to include the following requirements to run for and hold elected office as follows: 1. A candidate must be a qualified and registered elector of the City. 2. A candidate must have been a resident of the City of Santa Clara and, excepting the Mayor, Chief and Police and City Clerk, of the District represented by the person as member, for at least thirty (30) days prior to close of the nomination period. 3. To hold office, Councilmembers must be a resident in the district represented by the Councilmember office. The Committee further recommends the Santa Clara City Charter be amended to include the following language:**

**Upon any redistricting pursuant to the provisions of this section of the Charter or the ordinances enacted hereunder, each incumbent member of the Council will continue, during the remainder of the member's term, to hold office and represent the district by which the member was elected prior to such redistricting, notwithstanding any provision of Section 600 requiring a member to be a resident of the district represented by such member.**

**Finally, the Committee also recommends staff adjust language in Section 600 to draw a clear distinction between city officials elected by-district versus at-large.**

**Recommendation 2:**

**The Committee recommends the Santa Clara City Charter be amended to implement six council districts for the November 2020 election followed by a transition plan to three council districts with**

two representatives per district to be elected in alternate election years beginning in 2022, with one representative serving a two-year term to realign. The transition plan would be as follows:

November 2020 - One councilmember will be elected to represent each of districts 1, 4, 5, and 6 for a four-year term based on the court ordered districts.

2021/2022 - As a result of the new 2020 Census, 3 new districts (named District 1, District 2 and District 3) will be drawn, conforming to requirements under state and federal law.

November 2022 - One councilmember will be elected to represent each of the newly formed District 1 and District 2 for a four-year term.

November 2024 - Districts 1 and 2 will each elect one person for a four-year term. The newly formed District 3 will elect two councilmembers. The candidate with the highest number of votes for District 3 will serve a four-year term and the candidate with next highest number of votes will serve a two-year term.

November 2026 and every election thereafter- Districts 1, 2 and 3 will each elect one councilmember for a four-year term.

**Recommendation 3:**

The Committee recommends the Santa Clara City Charter be amended to state that the method by which Districts are to be drawn and redrawn shall be enacted by ordinance of the City Council in accordance with Elections Code Section 23001. The Committee further recommends including language requiring the use of an independent redistricting committee in compliance with the California Elections Code Section 23001 which provides:

A local jurisdiction may establish by resolution, ordinance, or charter amendment an independent redistricting commission, a hybrid redistricting commission, or an advisory redistricting commission composed of residents of the local jurisdiction to change the legislative body's district boundaries or to recommend to the legislative body changes to those district boundaries.

Elections Code Section 23003 sets forth the provisions applicable to Independent Redistricting Commissions.

**Aye:** 4 - Councilmember O'Neill, Councilmember Davis, Councilmember Watanabe, and Mayor Gillmor

**Nay:** 3 - Vice Mayor Mahan, Councilmember Hardy, and Councilmember Chahal

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

**Councilmember O'Neill** reported on her attendance at a Silicon Valley Power media event.

**Mayor Gillmor** reported on her attendance at the League of California Cities Conference along with **Councilmember Watanabe**.

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

**City Manager Santana** reported on the following:

- The Police Department is now issuing online permits using the new Accela system.
- Inside the Council packet is an informational report that responds to Councilmember Davis's inquiry along with a response from the Mercury News.
- Council Referral list will be reported more regularly in more detail how the referrals are closed.
- On October 21, 2019, the City launched NextRequest (Public Records Request Portal) and gives visibility to the amount of download activity in reference to the closed public records requests.

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

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

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

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

## **ADJOURNMENT**

The meeting was adjourned at 10:57 PM in memory of **Nancy Ann Wilson** (Long-term Santa Clara resident) and **Joseph Santos** (Retired Santa Clara Fire Department Battalion Chief).

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

**Aye:** 7 - Vice Mayor/Vice Chair Mahan, Councilmember/Boardmember/Authority Member Hardy, Councilmember/Boardmember/Authority Member O'Neill, Councilmember/Boardmember/Authority Member Davis, Councilmember/Boardmember/Authority Member Watanabe, Councilmember/Boardmember/Authority Member Chahal, and Mayor/Chairperson Gillmor

[19-1325](#)

Adjournment of the November 5, 2019 City Council Meeting Post Meeting Material

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

## **MEETING DISCLOSURES**

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

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

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

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

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

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



# City of Santa Clara

## Meeting Minutes

### Special City Council Meeting

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11/12/2019

5:00 PM

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

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NOTICE IS HEREBY GIVEN that, pursuant to the provisions of California Government Code §54956 ("The Brown Act") and Section 708 of the Santa Clara City Charter, the Mayor calls for a Special Meeting of the City Council of the City of Santa Clara to commence and convene on November 12, 2019 at 5:00 PM for a Special Meeting in the City Hall Council Chambers located in the East Wing of City Hall at 1500 Warburton Avenue, Santa Clara, California, to consider the following matter(s) and to potentially take action with respect to them.

#### **5:00 PM CLOSED SESSION**

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

**Mayor Gillmor** called the Closed Session to order at 5:03 PM.

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

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

##### **Public Comment**

**None.**

[19-1333](#)

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

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

#### **6:00 PM SPECIAL MEETING**

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

**Mayor Gillmor** called the meeting to order at 6:02 PM.

**Pledge of Allegiance and Statement of Values****Roll Call**

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

**Absent:** 1 - Councilmember Raj Chahal

**A motion was made by Vice Mayor Mahan, seconded by Councilmember Hardy, to excuse Councilmember Chahal.**

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

**Absent:** 1 - Councilmember Chahal

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

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

**CONTINUANCES/EXCEPTIONS**

**2.A**     [19-1165](#)     Action on Second Amendment to the Exclusive Negotiations Agreement with Republic Metropolitan LLC for the site located at 500 Benton Street [APN: 230-08-078]

**Recommendation:** Approve and Authorize the City Manager to Execute the Second Amendment to the Exclusive Negotiations Agreement with Republic Metropolitan LLC incorporating terms as requested by VTA for the site located at 500 Benton Street [APN: 230-08-061].

**A motion was made by Councilmember O'Neill, seconded by Vice Mayor Mahan, to continue Item 2.A to November 19, 2019.**

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

**Excused:** 1 - Councilmember Chahal

**SPECIAL ORDER OF BUSINESS**

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**1.A**     [19-1276](#)     Recognition of Parade of Champions Committee

**Council** recognized the Parade of Champions Committee for their efforts.

**Ana Vargas Smith** (President) introduced various committee members and volunteers.

**Public Speaker(s):** Allen Loomis  
Andy Ratermann  
Adam Thompson

**1.B**     [19-1280](#)     Presentation on the 2019 USA BMX Summer Nationals

**Council** recognized local support for bringing the 2019 USA BMX Summer Nationals to the Santa Clara PAL (Police Activities League) BMX Track.

**Nick Valencia** (BMX Track Director) expressed gratitude for all the local support and efforts with hosting the event.

**1.C**     [19-1287](#)     Presentation by Santa Clara Sister Cities Association on Student-Exchange Visit to Izumo, Japan

**Margaret Horoszko** (Santa Clara Sister Cities Association Board Director) introduced the students to report on their personal experience and shared a video on the Student-Exchange visit to Izumo, Japan.

**CONSENT CALENDAR**

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

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

**Excused:** 1 - Councilmember Chahal

**2.B**     [19-1298](#)     Healthier Kids Foundation FY2019/20 First Quarter Report

**Recommendation:** Note and file the Healthier Kids Foundation First Quarter Report FY2019/20.

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

- 2.D**      [19-1009](#)      Action to Award Master Agreements to Various Consultants to Provide Plan Check Review and Field Inspection Consulting Services for the Related Santa Clara Project and other City Projects As-Needed

**Recommendation:** 1. Adopt a Resolution authorizing the City Manager to execute Master Agreements with the 12 consultants listed below to provide plan check review and field inspection services, in support of the Related Santa Clara Development Project for an initial five-year term ending November 30, 2024, for a maximum aggregate compensation not to exceed \$5,000,000 for all 12 Master Agreements.

**Consultant Name**

- 1) 4Leaf, Inc.
  - 2) APC International, Inc.
  - 3) Bureau Veritas North America
  - 4) CSG Consultants, Inc.
  - 5) David L. Gates & Associates, Inc.
  - 6) Interwest Consulting Group, Inc.
  - 7) Jason Addison Smith Consulting Services, Inc.
  - 8) Metropolitan Planning Group, Inc.
  - 9) NV5, Inc.
  - 10) Shums Coda Associates, Inc.
  - 11) TRB and Associates, Inc.
  - 12) West Coast Code Consultants, Inc.
2. Authorize the City Manager to execute a five-year option to extend the term of the Agreements after the initial term through November 30, 2029.
3. Authorize the City Manager to negotiate and execute separate agreements with the 12 consultants to provide plan check review and field inspection services for other City projects, for an initial five-year term ending November 30, 2024, for a maximum compensation not to exceed \$300,000 per agreement, subject to the annual appropriation of funds.

**A motion was made by Councilmember Davis, seconded by Councilmember O'Neill, to: 1. Adopt Resolution No. 19-8776 authorizing the City Manager to execute Master Agreements with the 12 consultants listed below to provide plan check review and field inspection services, in support of the Related Santa Clara Development Project for an initial five-year term ending November 30, 2024, for a maximum aggregate compensation not to exceed \$5,000,000 for all 12 Master Agreements:**



**Consultant Name:**

- 1) 4Leaf, Inc.
- 2) APC International, Inc.
- 3) Bureau Veritas North America
- 4) CSG Consultants, Inc.
- 5) David L. Gates & Associates, Inc.
- 6) Interwest Consulting Group, Inc.
- 7) Jason Addison Smith Consulting Services, Inc.
- 8) Metropolitan Planning Group, Inc.
- 9) NV5, Inc.
- 10) Shums Coda Associates, Inc.
- 11) TRB and Associates, Inc.
- 12) West Coast Code Consultants, Inc.

2. Authorize the City Manager to execute a five-year option to extend the term of the Agreements after the initial term through November 30, 2029; and

3. Authorize the City Manager to negotiate and execute separate agreements with the 12 consultants to provide plan check review and field inspection services for other City projects, for an initial five-year term ending November 30, 2024, for a maximum compensation not to exceed \$300,000 per agreement, subject to the annual appropriation of funds.

- 2.E**     [19-1113](#)     Action on Priority Project Permit Processing Cost Agreement with Related Santa Clara, Establishment of Eight New Staff Positions, Establishment of a Related Santa Clara Developer Fund, Establishment of Related General Administration and Related Permit Work Projects in the Related Santa Clara Developer Fund, and Approve the Related Budget Amendments

**Recommendation:**

1. Approve and authorize the City Manager to execute the Priority Project Permit Processing Cost Agreement with Related Santa Clara, LLC;
2. Approve the addition of one Senior Civil Engineer, one Associate Civil Engineer, one Public Works Inspector, one Senior Plans Examiner, one Senior Inspector, one Fire Protection Engineer, and one Deputy Fire Marshal II;
3. Approve the addition of one Deputy City Manager, fully funded by the original Development Agreement approved by the City Council in June 2016;
4. Establish the new Related Santa Clara Developer Fund;
5. Establish the Related General Administration project and the Related Permit Work project in the Related Santa Clara Developer Fund; and
6. Approve the Related Budget Amendments decreasing the General Fund cost in the amount of \$298,584 in FY 2019/20 and the amount of \$316,788 in FY 2020/21 to reflect the shift of costs to the Related Santa Clara Developer Fund; approve the Budget Amendment in the Related Santa Clara Developer Fund in the amount of \$1,522,833 for FY 2019/20 and in the amount of \$2,281,214 for FY 2020/21 to fund eight (seven new) permit staff positions to support the permit review process and one position for general administration for the Related Santa Clara project. (Requires 5 Council Affirmative Votes).

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

### **PUBLIC PRESENTATIONS**

**Danielle Jennings** with Platinum Advisors (Consultant for Valley Transportation Authority) invited public feedback at one of the various upcoming community outreach events.

**CONSENT ITEMS PULLED FOR DISCUSSION**

- 2.C     [19-450](#)     Action on the Santa Clara Convention Center 4th Quarter Financial Status Report

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

**Councilmember Watanabe** pulled this item for comments.

**City Manager Santana** addressed Council comments.

**Vice Mayor Mahan** stepped off the dais during the vote.

**A motion was made by Councilmember Watanabe, seconded by Councilmember Davis, to note and file the Santa Clara Convention Center Financial Status Report for the fourth quarter ending June 30, 2019, as submitted by Spectra.**

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

**Excused:** 1 - Councilmember Chahal

**Off Dais:** 1 - Vice Mayor Mahan

**PUBLIC HEARING/GENERAL BUSINESS**

3. [19-920](#) Discussion and Direction on the Conversion of the Santa Clara Tourism Improvement District (TID) Established Under the Parking and Business Improvement Area Law of 1989 to a TID Established under the Property and Business Improvement District Law of 1994

**Recommendation:**

1. Alternative 1: Provide direction to proceed with the conversion of the Santa Clara Tourism Improvement District (TID) established under the Parking and Business Improvement Area Law of 1989 to a TID established under the Property and Business Improvement District Law of 1994; and
2. Alternative 3: Provide direction regarding the District assessment formula.

**Assistant to the City Manager Thome** presented the staff report and gave a PowerPoint presentation.

**Kelly Rankin** (Consultant, Civitas Advisors gave a PowerPoint presentation.

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

**A motion was made by Councilmember O'Neill, seconded by Councilmember Hardy, to approve Alternative 1: Provide direction to proceed with the conversion of the Santa Clara Tourism Improvement District (TID) established under the Parking and Business Improvement Area Law of 1989 to a TID established under the Property and Business Improvement District Law of 1994 and hold off on the District assessment formula.**

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

**Excused:** 1 - Councilmember Chahal

4. [19-1257](#) Update on the Formation of the New Destination Marketing Organization (DMO) Entity

**Recommendation:** Note and file the November 2019 report on the update on the formation of the Santa Clara Destination Marketing Organization.

**Assistant to the City Manager Thome** presented the staff report and presented a PowerPoint Presentation.

**Council** comments and questions followed.

**A motion was made by Councilmember Davis, seconded by Councilmember Watanabe, to note and file the November 2019 report on the update on the formation of the Santa Clara Destination Marketing Organization and to hear back within 90-days on the recruitment of the Executive Director.**

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

**Excused:** 1 - Councilmember Chahal

5. [19-1318](#) Presentation, Discussion and Direction on the TAP International Financial Audit Titled "Contract Close Out Review: Convention and Visitor's Bureau"

**Recommendation:** It is recommended that Council receive and file the TAP International Financial Audit Titled "Contract Close Out Review: Convention and Visitor's Bureau" and refer any Council direction to Closed Session under Anticipated Litigation.

**Denise Calahan** (Principal, Tap International) presented the findings of the Audit.

**Public Speaker(s):** Nick Kaspar

**A motion was made by Councilmember Davis, seconded by Vice Mayor Mahan, to approve staff recommendation, and take the item to Closed Session and provide the Chamber an opportunity to respond.**

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

**Excused:** 1 - Councilmember Chahal

**REPORTS OF MEMBERS AND SPECIAL COMMITTEES**

**Vice Mayor Mahan** left the dais during this item (8:37 PM) and did not return.

**Councilmember Davis** reported on her attendance at the November 7, 2019 Santa Clara County Emergency Operational Area Council meeting.

**Councilmember Watanabe** reported on her attendance at the CAIR (Council on American-Islamic Relations) 25th Anniversary Gala.

**Councilmember O'Neill** gave an update on the various community outreach programs the VTA (Valley Transportation Authority) has to offer and reminded everyone about the upcoming schedule changes.

**CITY MANAGER/EXECUTIVE DIRECTOR REPORT**

[19-1047](#) Informational Memo on the Beta Website Launch Update

**Recommendation:** Note and file the Beta Website Launch Update.

**Director of Communication Wright** presented the Informational Memo.

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

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

**Excused:** 1 - Councilmember Chahal

**Absent:** 1 - Vice Mayor Mahan

[19-1332](#) Verbal Report on the International Association of Science Parks and Areas of Innovation Conference in France

**City Manager Santana** presented on conference travel to France and shared a video on the upcoming 2021 IASP (International Association of Science Parks) Annual Conference that will be held at the Santa Clara Convention Center.

**City Manager Santana** announced Records Appreciation day: the California Senate proclaimed November 12, 2019 as Law Enforcement Records and Support Personnel Day.

[19-1301](#) Update on City Council and Stadium Authority Staff Referrals

[19-1228](#)

Tentative Meeting Agenda Calendar (TMAC)

**ADJOURNMENT**

The meeting was adjourned at 9:17 PM.

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

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

**Excused:** 1 - Councilmember Chahal

**Absent:** 1 - Vice Mayor Mahan

The next regular scheduled meeting is on Tuesday evening, November 19, 2019 in the City Hall Council Chambers.

**MEETING DISCLOSURES**

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

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

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

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

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

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



# City of Santa Clara

## Meeting Minutes

### Council and Authorities Concurrent Meeting

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11/19/2019

5:00 PM

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

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#### **5:00 PM CLOSED SESSION**

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

**Mayor Gillmor** called the Closed Session to order at 5:00 PM.

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

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

##### **Public Comment**

**None.**

[19-1336](#)

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

[19-1337](#)

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

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

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

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

**Mayor Gillmor** called the meeting to order at 6:12 PM.

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

##### **Roll Call**

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

**Absent:** 1 - Councilmember Raj Chahal



**A motion was made by Vice Mayor Mahan, seconded by Councilmember Hardy, to excuse Councilmember Chahal.**

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

**Absent:** 1 - Councilmember Chahal

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

**Mayor Gillmor** reported that there was no reportable action in Closed Session.

#### **CONTINUANCES/EXCEPTIONS**

**None.**

#### **CONSENT CALENDAR**

**A motion was made by Councilmember Watanabe, seconded by Councilmember O'Neill, to approve the balance of the Consent Calendar (except Item 1.M).**

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

**Excused:** 1 - Councilmember Chahal

**1.A**     [19-1046](#)     Action on Council and Authorities Concurrent Meeting Minutes of October 8, 2019

**Recommendation:** Note and file the Council and Authorities Concurrent Meeting Minutes of October 8, 2019.

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

**1.B**     [19-1190](#)     Action on Bills and Claims Report (CC, HA) for the period October 4th - October 24th

**Recommendation:** Approve the list of Bills and Claims for October 4, 2019 - October 24, 2019.

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

- 1.C     [19-917](#)     Action on Monthly Financial Status and Investment Reports for September 2019

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

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

- 1.D     [19-1253](#)     Action on Amendment No. 1 to the Master Product and Services Agreement with Hexagon Safety & Infrastructure

**Recommendation:** Approve and authorize the City Manager to execute Amendment Number 1 to the Master Product and Services Agreement with Hexagon Safety & Infrastructure dated October 12, 2017.

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

- 1.E     [19-1186](#)     Action on Resolution Authorizing Application and Acceptance of an Award from the California Parks and Recreation Society Statewide Healthy Play Initiative Grant up to \$90,000 for Agnew Park Playground Rehabilitation Project and Related Budget Amendment

**Recommendation:** Adopt a Resolution authorizing the City Manager accept a CPRS Statewide Healthy Play Grant award for Agnew Park Playground Rehabilitation Project, and approval of a budget appropriation and authorization for up to \$90,000 in City matching funds, and to execute grant documents, make minor modifications, administer the grant, if funded and approve the related budget amendment for additional appropriation into the Parks & Recreation Capital Fund Agnew Park Playground Rehabilitation Project.

**A motion was made by Councilmember Watanabe, seconded by Councilmember O'Neill, to adopt Resolution No. 19-8777 authorizing the City Manager accept a CPRS Statewide Healthy Play Grant award for Agnew Park Playground Rehabilitation Project, and approval of a budget appropriation and authorization for up to \$90,000 in City matching funds, and to execute grant documents, make minor modifications, administer the grant, if funded and approve the related budget amendment for additional appropriation into the Parks & Recreation Capital Fund Agnew Park Playground Rehabilitation Project.**

- 1.F**      [19-897](#)      Action on Adoption of Ordinance No. 2007 Amending Chapters 2.115 (“General Characteristics of License or Permit - Suspension Procedure”), 3.25 (“Transient Occupancy Tax”), 3.40 (“Business Tax”), 5.05 (“Solicitors and Peddlers”), 5.30 (“Pawnbrokers and Secondhand Dealers”), 5.35 (“Taxicabs and Pedicabs”), 5.61 (“Public Entertainment Generally”), 5.75 (“Bingo”), and 13.10 (“Sewers”) of “The Code of the City of Santa Clara, California” to Streamline the Appeal Procedures for City Licenses And Permits

**Recommendation:** Adopt Ordinance No. 2007 Amending Chapters 2.115 (“General Characteristics of License or Permit - Suspension Procedure”), 3.25 (“Transient Occupancy Tax”), 3.40 (“Business Tax”), 5.05 (“Solicitors and Peddlers”), 5.30 (“Pawnbrokers and Secondhand Dealers”), 5.35 (“Taxicabs and Pedicabs”), 5.61 (“Public Entertainment Generally”), 5.75 (“Bingo”), and 13.10 (“Sewers”) of “The Code of the City of Santa Clara, California” to Streamline the Appeal Procedures for City Licenses And Permits.

**A motion was made by Councilmember Watanabe, seconded by Councilmember O'Neill, to adopt Ordinance No. 2007 Amending Chapters 2.115 (“General Characteristics of License or Permit - Suspension Procedure”), 3.25 (“Transient Occupancy Tax”), 3.40 (“Business Tax”), 5.05 (“Solicitors and Peddlers”), 5.30 (“Pawnbrokers and Secondhand Dealers”), 5.35 (“Taxicabs and Pedicabs”), 5.61 (“Public Entertainment Generally”), 5.75 (“Bingo”), and 13.10 (“Sewers”) of “The Code of the City of Santa Clara, California” to Streamline the Appeal Procedures for City Licenses And Permits.**

- 1.G**      [19-060](#)      Action on Adoption of Ordinance No. 2010 Extending a Temporary Moratorium on Motorized Scooter and Bicycle Share Programs

**Recommendation:** Adopt Ordinance No. 2010 Extending a Temporary Moratorium on Motorized Scooter and Bicycle Share Programs.

**A motion was made by Councilmember Watanabe, seconded by Councilmember O'Neill, to adopt Ordinance No. 2010 Extending a Temporary Moratorium on Motorized Scooter and Bicycle Share Programs.**

- 1.H      [19-914](#)      Action on Award of the Contract for the Street Corporation Yard Electric Gate Project

**Recommendation:** 1. Award the Public Works Contract for the Street Corporation Yard Electric Gate Project (CE17-18-17) to the lone responsive and responsible bidder, Arrow Fencing, in the amount of \$189,000 and authorize the City Manager to execute any and all documents associated with, and necessary for, the award, completion, and acceptance of this Project; and

2. Authorize the City Manager to execute change orders up to approximately 15 percent of the original contract price, or \$28,350, for a total not-to-exceed amount of \$217,350.

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

- 1.I      [19-1003](#)      Action on 2019 Q2 Legislative Update

**Recommendation:** Note and file 2019 Q2 Legislative Update.

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

- 1.J      [19-1076](#)      Action on the Clean Fuel Reward Program Governance Agreement by and among Pacific Gas and Electric Company, San Diego Gas & Electric Company, Southern California Edison Company, Los Angeles Department of Water & Power, Sacramento Municipal Utility District and the Other Electric Distribution Utilities Party Hereto

**Recommendation:** 1. Delegate authority to the City Manager or designee to finalize the negotiation of the Clean Fuel Reward Program Governance Agreement by and among Pacific Gas & Electric Company, San Diego Gas & Electric Company, Southern California Edison Company, Los Angeles Department of Water & Power, Sacramento Municipal Utility District and the Other Electric Distribution Utilities Party Hereto; and

2. Authorize the City Manager or designee to sign a Joinder and other CFR program related documents that may be necessary to comply with the mandatory program participation requirements.

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

- 1.K     [19-1109](#)     Action on Amendment No. 2 for the Reimbursement Agreement (No. HSR 16-86) with the California High-Speed Rail Authority for the High-Speed Rail Project

**Recommendation:**

1. Approve and authorize the City Manager to execute Amendment No. 2 for the Reimbursement Agreement (No. HSR 16-86), for an amount not-to-exceed \$150,644, with the California High-Speed Rail Authority for the High-Speed Rail Project, extending the Agreement three more years to December 31, 2022;
2. Authorize the City Manager to make minor, non-substantive modifications to Amendment No. 2, if necessary; and
3. Authorize the City Manager to approve future amendments to the Agreement (No. HSR 16-86).

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

- 1.L     [19-1153](#)     Authorize the City Manager to Approve the sale of approximately 1,744 square feet of land at the San José-Santa Clara Regional Wastewater Facility Site from the City of San José to the Valley Transportation Authority

**Recommendation:** Staff recommends Council authorize the City Manager to enter into an agreement, in substantially the same form as the attached, with the City of San José and the Santa Clara Valley Transportation Authority (VTA), for the sale of a approximately 1,744 square feet of land at the RWF.

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

- 1.N     [19-1163](#)     Action on the Agreement and Covenant Running with the Land to Allow Private Improvements within the Public Right-of-Way at 3505 Kifer Road

**Recommendation:**

1. Approve and authorize the City Manager to execute the Agreement and Covenant Running with the Land allowing the installation and maintenance of private improvements within the public right-of-way at 3505 Kifer Road [APN 216-59-001 thru 003, 016 thru 041, and 043, 216-60-001 thru 043, and 045, 216-61-001 thru 048, and 216-62-001 thru 058 (2019-20); SC 19,015];
2. Authorize the City Manager to make minor, non-substantive modifications to the Agreement, if necessary; and
3. Authorize the recordation thereof.

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

- 1.O [19-1164](#) Authorization of Application and Receipt of Grant Funds for the SB2 Planning Grants Program Year 1 Issued by the California Department of Housing and Community Development
- Recommendation:** Adopt a resolution authorizing the City Manager or designee to apply for grant funding from the California Department of Housing and Community Development (HCD) to facilitate the update of the Tasman East Specific Plan and authorizing the City Manager or designee to negotiate and execute all documents required to accept the grant funds.
- A motion was made by Councilmember Watanabe, seconded by Councilmember O'Neill, to adopt Resolution No. 19-8778 authorizing the City Manager or designee to apply for grant funding from the California Department of Housing and Community Development (HCD) to facilitate the update of the Tasman East Specific Plan and authorizing the City Manager or designee to negotiate and execute all documents required to accept the grant funds.**
- 1.P [19-1119](#) Action on a request for a Special Permit to allow for Remembrance Dinner Celebrations at JW House
- Recommendation:** Approve the request of a Special Permit for two years to allow JW House to conduct Remembrance Dinner Celebrations at 3850 Homestead Road (PLN2019-14126), subject to conditions.
- A motion was made by Councilmember Watanabe, seconded by Councilmember O'Neill, to approve staff recommendation.**
- 1.Q [19-1263](#) Action on a request for a Special Permit to allow a Christmas Tree sales Lot at 3705 El Camino Real
- Recommendation:** Approve the request of a Special Permit to allow Save Mart Companies to conduct a Christmas tree sales lot on November 29, 2019 through December 24, 2019 and November 27, 2020 through December 24, 2020, at 3705 El Camino Real (PLN2019-14168), subject to conditions.
- A motion was made by Councilmember Watanabe, seconded by Councilmember O'Neill, to approve staff recommendation.**
- 1.R [19-1274](#) Action on a request for a Special Permit to allow for a Christmas Tree Lot at 234 Saratoga Avenue
- Recommendation:** Approve the request of a Special Permit to allow Save Mart Companies to conduct a Christmas tree parking lot on November 21, 2019 through December 24, 2019 and November 20, 2020 through December 24, 2020, located at 234 Saratoga Avenue (File No. PLN2019-14175), subject to conditions.
- A motion was made by Councilmember Watanabe, seconded by Councilmember O'Neill, to approve staff recommendation.**

- 1.S     [19-1338](#)     Action on a Resolution Revising the Council and Authorities/Stadium Authority Regular Meetings Dates for the 2020 Calendar Year

**Recommendation:** Adopt a Resolution revising the Council and Authorities/Stadium Authority regular meeting dates for the 2020 calendar year to (1) reflect the cancelation of the January 21, 2020 Council and Authorities regular meeting and to set January 14, 2020 as a Council and Authorities regular meeting and (2) reflect the cancelation of the February 18, 2020 Stadium Authority meeting and to set March 10, 2020 as a Stadium Authority meeting.

**A motion was made by Councilmember Watanabe, seconded by Councilmember O'Neill, to adopt Resolution No. 19-8779 revising the Council and Authorities/Stadium Authority regular meeting dates for the 2020 calendar year to (1) reflect the cancelation of the January 21, 2020 Council and Authorities regular meeting and to set January 14, 2020 as a Council and Authorities regular meeting and (2) reflect the cancelation of the February 18, 2020 Stadium Authority meeting and to set March 10, 2020 as a Stadium Authority meeting.**

#### **PUBLIC PRESENTATIONS**

None.

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

- 1.M [19-1348](#) Action on Second Amendment to the Exclusive Negotiations Agreement with Republic Metropolitan LLC for the site located at 500 Benton Street [APN: 230-08-078]

**Recommendation:** Approve and Authorize the City Manager to Execute the Second Amendment to the Exclusive Negotiations Agreement with Republic Metropolitan LLC incorporating terms as requested by VTA for the site located at 500 Benton Street [APN: 230-08-061].

**Councilmember Davis** pulled this Item to express concerns.

<b>Public Speaker(s):</b> Robert Mezzetti (Lobbyist)	John Dietrich
Jonathon Evans	Brian Goldenberg
Patricia Leung	Mathew Reed
Sudhanshu Jain	Kirk Vartan
Robert Mayer	Kathy Kelsey
John Faylor	Mark Kelsey
Brian Gregory	Vince Rocha
Jerry Smith	Emmy Mooreminister
John DeRigg	Public Speakers (4)
Adam Thompson	

**A motion was made by Vice Mayor Mahan, seconded by Councilmember Davis, to approve staff recommendation and direct staff to report back to Council within 120 days with an update on the revised term sheet (Well location and the preservation of the historic railroad buildings).**

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

**Excused:** 1 - Councilmember Chahal



**PUBLIC HEARING/GENERAL BUSINESS**

2. [19-1193](#) Public Hearing: Action on the Adoption of Phase II of the Fiscal Year 2019/20 Municipal Fee Schedule

**Recommendation:** Alternative 1:

Adopt a resolution for the “City of Santa Clara 2019/20 Municipal Fee Schedule, Phase II” which (1) sets new fees, rates and charges (collectively “fees”); (2) amends existing fees; (3) deletes certain fees; and (4) retains unchanged fees for various City departments effective on January 20, 2020.

**Director of Finance Lee** presented the staff report and PowerPoint presentation.

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

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

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

**Excused:** 1 - Councilmember Chahal

**A motion was made by Councilmember Davis, seconded by Councilmember Hardy, to approve Alternative 1: adopt Resolution No. 19-8780 for the “City of Santa Clara 2019/20 Municipal Fee Schedule, Phase II” which (1) sets new fees, rates and charges (collectively “fees”); (2) amends existing fees; (3) deletes certain fees; and (4) retains unchanged fees for various City departments effective January 20, 2020.**

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

**Excused:** 1 - Councilmember Chahal

3. [19-1083](#) Consideration of Councilmember O'Neill's Request Related to the City's Participation in an "Innovation Zone" with the City of San José for the Stevens Creek Corridor

**Recommendation:** Staff makes no recommendation.

**Assistant Director of Public Works Liw** presented the staff report.

**Public Speaker(s):** Ken Pyle  
Kirk Vartan  
Public Speaker (3)

**A motion was made by Councilmember Davis, seconded by Councilmember Watanabe, to approve Alternative 2: Defer decision on this request until the upcoming City Council Operational and Strategic Priority Setting Session and request that the City of San Jose offer more information concerning the Innovation Zone.**

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

**Excused:** 1 - Councilmember Chahal

4. [19-1082](#) Consideration of a Resolution to Work Collaboratively with the VTA, County of Santa Clara and the Cities of Cupertino and San Jose Regarding a Stevens Creek Boulevard Corridor Study

**Recommendation:** Alternatives 1 and 3:

1. Adopt a Resolution to Work Collaboratively with the VTA, County of Santa Clara and the Cities of Cupertino and San Jose Regarding a Stevens Creek Boulevard Corridor Study that considers both Complete Streets and High Capacity Transit; and
3. That the City Manager or designee is authorized to assess resources needed to develop this study and report findings to the City Council.

**Director of Public Works Mobeck** presented the staff report.

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

**Public Speaker(s):** Ken Pyle  
Kirk Vartan  
Public Speaker (2)

**A motion was made by Councilmember Davis, seconded by Vice Mayor Mahan, to approve Alternatives 1 and 3: 1. Adopt Resolution No. 19-8781 to Work Collaboratively with the Valley Transportation Authority (VTA), County of Santa Clara and the Cities of Cupertino and San Jose regarding a Stevens Creek Boulevard Corridor Study that considers both Complete Streets and High Capacity Transit; and 3. That the City Manager or designee is authorized to assess resources needed to develop this study and report findings to the City.**

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

**Excused:** 1 - Councilmember Chahal

5. [19-298](#) Public Hearing: Action on Resolution Amending Rate Schedules for Electric Service for All Classes of Customers, Effective January 1, 2020 and establishing Rate Schedule PA-E

**Recommendation:** Adopt a Resolution of the City of Santa Clara Amending Rate Schedules for Electric Services for All Classes of Customers effective January 1, 2020, and establishing Rate Schedules PA-E.

**Electric Utility Chief Operating Officer Kolonowski** presented the staff report and PowerPoint presentation.

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

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

**Excused:** 1 - Councilmember Chahal

**A motion was made by Councilmember Davis, seconded by Councilmember Hardy, to Adopt Resolution No. 19-8782 Amending Rate Schedules for Electric Services for All Classes of Customers effective January 1, 2020, and establishing Rate Schedules PA-E.**

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

**Excused:** 1 - Councilmember Chahal

8. [19-1007](#) Adopt a Resolution Calling and Giving Notice of a Special Municipal Election to be Held on Tuesday, March 3, 2020, for a Vote on One Ballot Measure that, if passed, Would Amend Sections 600, 700.1 and 700.2 of the Santa Clara City Charter; Requesting the Consolidation of the Special Municipal Election with the Statewide Presidential Primary Election to be Held in Santa Clara County on March 3, 2020; and Directing the City Attorney to Prepare the Impartial Analysis

**Recommendation:** Adopt a Resolution Calling and Giving Notice of a Special Municipal Election to be held on Tuesday, March 3, 2020, for a vote on one Ballot Measure that, if passed, would amend Sections 600, 700.1 and 700.2 of the Santa Clara City Charter; Requesting the consolidation of the Special Municipal Election with the Statewide Presidential Primary Election to be held in Santa Clara County on March 3, 2020; and directing the City Attorney to prepare the impartial analysis; and authorize the City Manager to take other related actions necessary.

**City Clerk Haggag** presented the staff report and PowerPoint presentation.

**Public Speaker(s):** Wesley K. Mukoyama  
Minh Steven Dovan  
Victoria Smith  
Sameena Usman  
Public Speaker (5)  
Steve Chessin

**A motion was made by Councilmember Davis, seconded by Councilmember Watanabe, to Adopt Resolution No. 19-8783 Calling and Giving Notice of a Special Municipal Election to be held on Tuesday, March 3, 2020, for a vote on one Ballot Measure that, if passed, would amend Sections 600, 700.1 and 700.2 of the Santa Clara City Charter; Requesting the consolidation of the Special Municipal Election with the Statewide Presidential Primary Election to be held in Santa Clara County on March 3, 2020; and directing the City Attorney to prepare the impartial analysis; and authorize the City Manager to take other related actions necessary.**

**Aye:** 4 - Councilmember O'Neill, Councilmember Davis, Councilmember Watanabe, and Mayor Gillmor

**Nay:** 2 - Vice Mayor Mahan, and Councilmember Hardy

**Excused:** 1 - Councilmember Chahal

**A motion was made by Vice Mayor Mahan, seconded by Councilmember Hardy, to designate Mayor Gillmor, Councilmember Watanabe and Councilmember O'Neill as authors of the argument in favor.**

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

**Excused:** 1 - Councilmember Chahal

6. [19-014](#) Public Hearing: Adoption of Ordinance No. 2008 adding a new Chapter 15.18 ("International Property Maintenance Code") and a new Chapter 15.39 ("Expedited Permitting Process for Electric Vehicle Charging Stations"), and amending Chapter 15.05 ("Administrative Code"), Chapter 15.15 ("Building Code"), Chapter 15.17 ("Residential Code"), Chapter 15.20 ("Electric Code"), Chapter 15.30 ("Mechanical Code"), Chapter 15.35 ("Plumbing Code"), Chapter 15.36 ("Energy Code"), Chapter 15.37 ("Historical Building Code"), Chapter 15.38 ("Green Building Standards Code"), and Chapter 15.75 ("Existing Building Code") of Title 15 ("Buildings and Construction") of "The Code of the City of Santa Clara, California" for the adoption of the 2019 California Building Standards Code, as amended herein

**Recommendation:** Adopt Ordinance No. 2008 adding a new Chapter 15.18 ("International Property Maintenance Code") and a new Chapter 15.39 ("Expedited Permitting Process for Electric Vehicle Charging Stations"), and amending Chapter 15.05 ("Administrative Code"), Chapter 15.15 ("Building Code"), Chapter 15.17 ("Residential Code"), Chapter 15.20 ("Electric Code"), Chapter 15.30 ("Mechanical Code"), Chapter 15.35 ("Plumbing Code"), Chapter 15.36 ("Energy Code"), Chapter 15.37 ("Historical Building Code"), Chapter 15.38 ("Green Building Standards Code"), and Chapter 15.75 ("Existing Building Code") of Title 15 ("Buildings and Construction") of "The Code of the City of Santa Clara, California" for the adoption of the 2019 California Building Standards Code.

**Director of Community Development Crabtree** presented the staff report.

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

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

**Excused:** 1 - Councilmember Chahal

**Off Dais:** 1 - Vice Mayor Mahan

**A motion was made by Councilmember Davis, seconded by Councilmember Hardy, to Adopt Ordinance No. 2008 adding a new Chapter 15.18 ("International Property Maintenance Code") and a new Chapter 15.39 ("Expedited Permitting Process for Electric Vehicle Charging Stations"), and amending Chapter 15.05 ("Administrative Code"), Chapter 15.15 ("Building Code"), Chapter 15.17 ("Residential Code"), Chapter 15.20 ("Electric Code"), Chapter 15.30 ("Mechanical Code"), Chapter 15.35 ("Plumbing Code"), Chapter 15.36 ("Energy Code"), Chapter 15.37 ("Historical Building Code"), Chapter 15.38 ("Green Building Standards Code"), and Chapter 15.75 ("Existing Building Code") of Title 15 ("Buildings and Construction") of "The Code of the City of Santa Clara, California" for the adoption of the 2019 California Building Standards Code.**

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

**Excused:** 1 - Councilmember Chahal

**Off Dais:** 1 - Vice Mayor Mahan

7. [19-017](#) Public Hearing: Adoption of Ordinance No. 2009 Amending Chapter 15.60 of the Santa Clara City Code ("Santa Clara Municipal Fire and Environmental Code") to Adopt the 2019 California Fire Code, as Amended

**Recommendation:** Adopt Ordinance No. 2009 amending Chapter 15.60 of the Santa Clara City Code ("Santa Clara Municipal Fire and Environmental Code") to adopt the 2019 California Fire Code, as amended.

**Batallion Chief Tomlin** presented the staff report.

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

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

**Excused:** 1 - Councilmember Chahal

**Off Dais:** 1 - Vice Mayor Mahan

**A motion was made by Councilmember Davis, seconded by Councilmember Watanabe, to Adopt Ordinance No. 2009 amending Chapter 15.60 of the Santa Clara City Code ("Santa Clara Municipal Fire and Environmental Code") to adopt the 2019 California Fire Code, as amended.**

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

**Excused:** 1 - Councilmember Chahal

**Off Dais:** 1 - Vice Mayor Mahan

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

**Councilmember Davis** reported on her attendance at the Cities Association meeting.

[19-1379](#) Reports of Members and Special Committees - POST MEETING MATERIAL

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

**City Manager Santana** noted the Informational Report regarding Mobile Food Truck Permitting.

**City Attorney Doyle** reported out on litigations from the 49ers.

[19-1302](#) Follow-up to Question Posed at the October 22, 2019 Special City Council meeting in Regards to Mobile Food Truck Permitting

**Recommendation:** Note and File.

No action taken by **Council**.

[19-1314](#) Update on City Council and Stadium Authority Staff Referrals



[19-039](#)

Tentative Meeting Agenda Calendar (TMAC)

**ADJOURNMENT**

The meeting was adjourned at 10:52 PM in memory of **Lois Annette Cissell** (Long-term Santa Clara resident), **Carla Munoz** (City of Santa Clara Police Department Employee), and the lives lost and victims of the November 14, 2019 Saugus High School, Santa Clarita mass shooting.

**A motion was made by Councilmember Davis, seconded by Vice Mayor Mahan, to adjourn the meeting.**

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

**Excused:** 1 - Councilmember Chahal

[19-1378](#)

Adjournment of the November 19, 2019 City Council Meeting Post Meeting Material

The next scheduled meeting is on Tuesday evening, December 3, 2019 in the City Hall Council Chambers.

## **MEETING DISCLOSURES**

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

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

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

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

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

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



# City of Santa Clara

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

## Agenda Report

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20-01

Agenda Date: 1/14/2020

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### REPORT TO COUNCIL

#### SUBJECT

Board, Commissions and Committee Minutes

[Council Pillar: *Enhance Community Engagement and Transparency*]

#### RECOMMENDATION

Note and file the Minutes of:

Youth Commission - November 12, 2019



# City of Santa Clara

## Meeting Minutes Youth Commission

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11/12/2019

6:00 PM

Teen Center  
2446 Cabrillo Avenue  
Santa Clara, CA 95051

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

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

**Commissioner Sen** seconded.

:

- Present** 14 - Commissioner Aarav Gupta , Commissioner Ahmad Ismail, Commissioner Vincent Kloes, Commissioner Adrienne Krivokapic-Zhou , Commissioner Colin Lim , Commissioner Kayla Phan, Commissioner Raksha Sen , Commissioner Siya Sharma, Commissioner Kavya Sriram , Commissioner Meera Suresh, Commissioner Smrithi Suresh , Commissioner Natasha Yen , Commissioner Sanjana Yerramaneni, and Commissioner Amy Zuo
- Absent** 1 - Commissioner Jasmine Kelly-Tanti

**A motion was made by Chair Yerramaneni, seconded by Commissioner Smrithi Suresh, to excuse Commissioner Kelly-Tanti from the November 12, 2019 meeting. The motion carried by the following vote:**

- Aye:** 14 - Commissioner Gupta, Commissioner Ismail, Commissioner Kloes, Commissioner Krivokapic-Zhou, Commissioner Lim, Commissioner Phan, Commissioner Sen, Commissioner Sharma, Commissioner Sriram, Commissioner Suresh, Commissioner Suresh, Commissioner Yen, Commissioner Yerramaneni, and Commissioner Zuo

- Absent:** 1 - Commissioner Kelly-Tanti

### **CONSENT CALENDAR**

**1.A**     [19-1288](#)     Youth Commission Minutes of October 8, 2019

**Recommendation:** Approve the Youth Commission Minutes of October 8, 2019.

**A motion was made by Chair Yerramaneni, seconded by Commissioner Ismail, that this item be recommended for approval.  
The motion carried by the following vote:**

**Aye:** 14 - Commissioner Gupta, Commissioner Ismail, Commissioner Kloes, Commissioner Krivokapic-Zhou, Commissioner Lim, Commissioner Phan, Commissioner Sen, Commissioner Sharma, Commissioner Sriram, Commissioner Suresh, Commissioner Suresh, Commissioner Yen, Commissioner Yerramaneni, and Commissioner Zuo

**Excused:** 1 - Commissioner Kelly-Tanti

**PUBLIC PRESENTATIONS****GENERAL BUSINESS****2.**     [19-1289](#)     Youth Commission 2019-20 Work Plan & Goals

Commissioners continued their discussion and have narrowed down their themes for the 2019-2020 work plan. The themes are: environmentalism, inclusiveness, public outreach, and youth in government as an alternate. Once the work plan is approved, commissioners will convene committees for each theme and determine an activity or event to address a targeted need.

**STAFF REPORT****3.**     [19-1290](#)     Youth Commission Calendar of Upcoming Events - Fall 2019

Commissioners were reminded of their participation at the Holiday Tree Lighting on Friday, December 6, 2019. Staff liaison, Jon Kawada, will be working with Achilles Restaurant to supply food for the food booth hosted by the Youth Commission. Commissioners will be signing up for shifts to assist with the food booth. Two, youth-oriented conferences that commissioners have attended in the past are being held again next year: the YAC Attack Conference, hosted by the California Parks and Recreation Society District 4, will be on March 7, 2020 at the Sunnyvale Community Center and the Youth for Environmental Sustainability (YES) conference will return on Saturday, March 28, 2020 at El Camino High School in South San Francisco.

**COMMISSIONERS REPORT**

**ADJOURNMENT**

The next Youth Commission meeting will be held December 10, 2019 at 6:00 p.m. in the cafeteria at City Hall.

**A motion was made by Chair Yerramaneni, seconded by Commissioner Lim, that this meeting be adjourned at 6:52 p.m. The motion carried by the following vote:**

**Aye:** 14 - Commissioner Gupta, Commissioner Ismail, Commissioner Kloes, Commissioner Krivokapic-Zhou, Commissioner Lim, Commissioner Phan, Commissioner Sen, Commissioner Sharma, Commissioner Sriram, Commissioner Suresh, Commissioner Suresh, Commissioner Yen, Commissioner Yerramaneni, and Commissioner Zuo

**Excused:** 1 - Commissioner Kelly-Tanti



## Agenda Report

20-1469

Agenda Date: 1/14/2020

### REPORT TO COUNCIL

#### SUBJECT

Action on Bills and Claims Report (CC, SA) for the period November 22<sup>nd</sup> - December 19<sup>th</sup> [Council Pillar: *Enhance Community Engagement and Transparency*]

#### BACKGROUND

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

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

#### DISCUSSION

Significant expenditures in this time period include:

- Payment to Northern California Power Agency in the amount of \$10,479,635 for December 2019 all resources bill and Western Restoration fund.
- Payment to MSR Public Power Agency in the amount of \$5,130,855 for October through December 2019 power purchases and settlement related to adjustments to the Big Horn Shaping Charge associated with changes in BPA transmission rates.
- Payment to OC Jones & Sons Inc., in the amount of \$2,735,041 for October 2019 progress payment for Reed Street-Grant Street Sports Park project.
- Payment to Santa Clara Valley Water District in the amount of \$2,146,609 for September 2019 Pump Tax, a groundwater charge that is used to pay for the protection and augmentation of water supplies in the basin and treated water for October 2019.
- Payment to EDF Trading North America LLC in the amount of \$1,877,613 for October 2019 gas purchase.
- Payment to City of San Jose in the amount of \$1,711,791 for July through September 2019 recycled water purchase.

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 \$579,686. Included in this amount are expenses to Arini Geographics LLC for October 2019 Stadium GIS expenses, California Highway Patrol, City and County of San Francisco, and Santa Clara County Sheriff's Department for special law enforcement services at Stadium events. These expenses are reimbursed to the City by the Stadium Authority.

### **ENVIRONMENTAL REVIEW**

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

### **FISCAL IMPACT**

The expenditures of \$43,765,921 were appropriated to various funds with the adoption of the Fiscal Year 2019/20 Budget, as amended.

### **PUBLIC CONTACT**

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

### **RECOMMENDATION**

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

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 11/21/2019  
Run Time 12:28:22 PM

Sorted by Payment Number

Payment No: 014310

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2019	CARIE T ROSE	00458978	11/03/19-11/16/19DR	WAGE ATTACHMENT B1924	Payroll Liability&ClearingAcct	1,153.85
				Total for Payment No.:		1,153.85

Payment No: 014311

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2019	WORKTERRA	00458977	11/03/19-11/16/19	FLEX SPENDING DEP/HEALTH	Payroll Liability&ClearingAcct	6,861.32
11/25/2019	WORKTERRA	00458977	11/03/19-11/16/19	FLEX SPENDING DEP/HEALTH	Payroll Liability&ClearingAcct	6,197.36
11/25/2019	WORKTERRA	00458977	11/03/19-11/16/19	FLEX SPENDING DEP/HEALTH	Payroll Liability&ClearingAcct	781.30
				Total for Payment No.:		13,839.98
				Overall Total		14,993.83



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

Run Date 11/21/2019  
Run Time 11:46:46 AM

Sorted by Payment Number

**Payment No: 638551**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/22/2019	CA FRANCHISE TAX BOARD	00458980	11/03/19-11/16/19CB	WAGE ATTACHMENT B1924	Payroll Liability&ClearingAcct	150.00
				Total for Payment No.:		150.00

**Payment No: 638552**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/22/2019	CA FRANCHISE TAX BOARD	00458983	11/03/19-11/16/19WW	WAGE ATTACHMENT B1924	Payroll Liability&ClearingAcct	200.00
				Total for Payment No.:		200.00

**Payment No: 638553**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/22/2019	CA FRANCHISE TAX BOARD	00458984	11/03/19-11/16/19MW	WAGE ATTACHMENT B1924	Payroll Liability&ClearingAcct	166.17
				Total for Payment No.:		166.17

**Payment No: 638554**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/22/2019	CAL PERS LONG TERM CARE PROGRAM	00458988	13107928	BIWEEKLY PR CALPERS LT	Payroll Liability&ClearingAcct	378.74
				Total for Payment No.:		378.74

**Payment No: 638555**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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11/22/2019	U.S. BANK	00458989	11/03/19-11/16/19	BIWKLY PAYROLL DED PARS	Fringe Benefits	21,163.64
Total for Payment No.:						21,163.64

**Payment No: 638556**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/22/2019	US TREASURY	00458985	11/03/19-11/16/19ND	WAGE ATTACHMENT B1924	Payroll Liability&ClearingAcct	918.69
Total for Payment No.:						918.69

**Payment No: 638557**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/22/2019	US TREASURY	00458986	11/03/19-11/16/19JO	WAGE ATTACHMENT B1924	Payroll Liability&ClearingAcct	50.00
Total for Payment No.:						50.00

Overall Total	23,027.24
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City of Santa Clara  
List of All Bills and Claims Approved for Payment

Run Date 11/25/2019  
Run Time 14:18:45 PM

Sorted by Payment Number

Payment No: 014312

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	3DEGREES GROUP INC	00458697	17429	GREEN E CA WECC/SOLAR AUG19	Electric Utility	35,925.92
11/27/2019	3DEGREES GROUP INC	00458697	17429	GREEN E USA WIND/WECC AUG19	Electric Utility	1,273.00
11/27/2019	3DEGREES GROUP INC	00458699	17555	SC GREEN POWER REC SUP SEP19	Electric Utility	35,907.58
11/27/2019	3DEGREES GROUP INC	00458699	17555	WEST/NAT WIND BULK REC SEP19	Electric Utility	1,273.00
11/27/2019	3DEGREES GROUP INC	00458700	17656	SC GREEN POWER REC SUP OCT19	Electric Utility	32,319.60
11/27/2019	3DEGREES GROUP INC	00458700	17656	WEST/NAT WIND BULK REC OCT19	Electric Utility	954.75
11/27/2019	3DEGREES GROUP INC	00458700	17656	3DEGREES PAYMENT BILL INSERT	Elec OperatingGrant Trust Fund	-1,755.33
Total for Payment No.:						105,898.52

Payment No: 014313

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	AIR FILTER SUPPLY INC	00458804	I388099	SUPPLIES	General Fund	76.04
11/27/2019	AIR FILTER SUPPLY INC	00458805	I383067	PD GUN RANGE	General Fund	92.56
11/27/2019	AIR FILTER SUPPLY INC	00458807	I383113	SUPPLIES	General Fund	92.02
11/27/2019	AIR FILTER SUPPLY INC	00458809	I383098	SUPPLIES	General Fund	249.09
11/27/2019	AIR FILTER SUPPLY INC	00458810	I388449	SUPPLIES	General Fund	134.64
Total for Payment No.:						644.35

Payment No: 014314

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	ALL GUARD ALARM SYSTEMS INC	00458812	S96628	MISSION LIB- PANEL	General Fund	286.18
11/27/2019	ALL GUARD ALARM SYSTEMS INC	00458812	S96628	NON-TAXABLE	General Fund	227.50

Total for Payment No.: 513.68

**Payment No: 014315**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	ANIXTER INC.	00458814	22K341073	WAFER KITS FOR REKEY	General Fund	131.74
11/27/2019	ANIXTER INC.	00458815	22K336666	KEY BLANKS	General Fund	65.65
11/27/2019	ANIXTER INC.	00458817	22K335683	PD DOOR HARADWARE PANIC BAR	General Fund	953.00
11/27/2019	ANIXTER INC.	00458894	4377651-02	BRAID, SHIELD, 19/32IN WIDE (5	Electric Utility	35,370.50
11/27/2019	ANIXTER INC.	00458900	4384000-01	TERMINAL, LUG, 2 HOLE PAD, COM	Electric Utility	250.70
11/27/2019	ANIXTER INC.	00458902	4384056-02	FUSE 25 AMP TYPE K KEARNEY #31	Electric Utility	55.97
11/27/2019	ANIXTER INC.	00458904	4384051-01	EYENUT, OVAL, 3/4IN TAPPED BOL	Electric Utility	201.65
11/27/2019	ANIXTER INC.	00458904	4384051-01	SHACKLE, ANCHOR, WITH CLEVIS P	Electric Utility	234.92
11/27/2019	ANIXTER INC.	00458904	4384051-01	BRACE, CROSS ARM, 28IN LG X 1-	Electric Utility	370.60
11/27/2019	ANIXTER INC.	00458907	4414926-00	CLAMP, GROUND, CONDUIT, 2IN, F	Electric Utility	298.44
11/27/2019	ANIXTER INC.	00458908	4414941-01	TERMINATION, 200A, PARKING STA	Electric Utility	1,618.65
11/27/2019	ANIXTER INC.	00458910	4429606-00	CONNECTOR, SPLIT BOLT, CU/CU,	Electric Utility	292.12
11/27/2019	ANIXTER INC.	00458912	4429635-00	TERMINATION, 200A, ELBOW, #1/0	Electric Utility	8,267.00
11/27/2019	ANIXTER INC.	00458912	4429635-00	GREASE, SILICONE, 5 OZ. TUBE E	Electric Utility	953.75
Total for Payment No.:						49,064.69

**Payment No: 014316**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	ARINI GEOGRAPHICS LLC	00458806	000235	GIS Professional Services-Docu	General Government - Other	206.38
11/27/2019	ARINI GEOGRAPHICS LLC	00458806	000235	GIS Professional Services-Docu	General Government - Other	206.37
11/27/2019	ARINI GEOGRAPHICS LLC	00458808	000236	CIP GIS Professional Services	General Government - Other	57,079.50
11/27/2019	ARINI GEOGRAPHICS LLC	00458811	000237	GIS Professional Services-Perm	General Government - Other	698.50
Total for Payment No.:						58,190.75

**Payment No: 014317**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	BAKER & TAYLOR BOOKS	00458329	2000288978	1232 YA BK	General Fund	1.00
				Total for Payment No.:		1.00

**Payment No: 014318**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	BELL ELECTRICAL SUPPLY	00458535	5607654	PARTS-FITTING,ELBOW,HANGERS	Electric Utility Construction	10.53
				Total for Payment No.:		10.53

**Payment No: 014319**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	BOUNDTREE MEDICAL LLC	00456849	83384554	EMS SUPPLIES	General Fund	316.72
				Total for Payment No.:		316.72

**Payment No: 014320**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	CA DEPT OF JUSTICE	00458742	413354	FINGER PRINTING	General Fund	872.00
11/27/2019	CA DEPT OF JUSTICE	00458745	418009	FINGER PRINTING	General Fund	81.00
				Total for Payment No.:		953.00

**Payment No: 014321**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	CINTAS CORP #630	00458827	630761550	UNIFORMS	General Fund	64.87
11/27/2019	CINTAS CORP #630	00458828	630758457	UNIFORMS	General Fund	93.44
11/27/2019	CINTAS CORP #630	00458830	630769070	UNIFORMS	General Fund	64.87
11/27/2019	CINTAS CORP #630	00458831	630772879	UNIFORMS	General Fund	93.44
11/27/2019	CINTAS CORP #630	00459181	630754377	SHIRTS -CODE ENFORCEMENT	General Fund	703.77

11/27/2019	CINTAS CORP #630	00459182	630769083	SHIRTS- L XAVIER CODE ENFORCEM	General Fund	45.36
				Total for Payment No.:		1,065.75

**Payment No: 014322**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	CLUB CARE INC	00458684	102667	NOV MONTHLY MAINTENANCE	General Fund	475.00
				Total for Payment No.:		475.00

**Payment No: 014323**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	COMCAST	00459005	10/23/19AC81554006501822 13	CH 1500 Warburton Ave	Information Technology Service	161.68
11/27/2019	COMCAST	00459005	10/23/19AC81554006501822 13	IT 1405 Civic Cntr Dr	Information Technology Service	56.06
11/27/2019	COMCAST	00459005	10/23/19AC81554006501822 13	PD 1990 Walsh Ave	General Fund	148.35
11/27/2019	COMCAST	00459005	10/23/19AC81554006501822 13	FIRE 1177 Alviso St	General Fund	39.57
11/27/2019	COMCAST	00459005	10/23/19AC81554006501822 13	FIRE 1177 Alviso St	General Fund	34.08
11/27/2019	COMCAST	00459005	10/23/19AC81554006501822 13	PD 601 El Camino Real	General Fund	177.05
11/27/2019	COMCAST	00459005	10/23/19AC81554006501822 13	PD 3992 Rivermark Plz	General Fund	34.78
11/27/2019	COMCAST	00459005	10/23/19AC81554006501822 13	SR Cntr 1303 Fremont St	General Fund	61.64
				Total for Payment No.:		713.21

**Payment No: 014324**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	COUNTY OF SANTA CLARA	00458748	1800069862	SLETS JUN/JUL/AUG	General Fund	13,076.80
				Total for Payment No.:		13,076.80

**Payment No: 014325**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	DALEO INC	00458538	SV850-01	2004D AERIAL FIBER MASTER CONT	Electric Utility Construction	17,727.96
11/27/2019	DALEO INC	00458540	SV859-01	2004D AERIAL FIBER MASTER CONT	Electric Utility Construction	978.00
11/27/2019	DALEO INC	00458542	SV861-01	2004D AERIAL FIBER MASTER CONT	Electric Utility Construction	2,783.25
11/27/2019	DALEO INC	00458741	SV851-01	2004D AERIAL FIBER MASTER CONT	Electric Utility Construction	57,614.63
11/27/2019	DALEO INC	00458747	SV848-01	2004D AERIAL FIBER MASTER CONT	Electric Utility Construction	177,933.66
				Total for Payment No.:		257,037.50

**Payment No: 014326**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	DAVID PADILLA	00459219	2078NOV2019	ESSC MEETING	Electric Utility	174.14
				Total for Payment No.:		174.14

**Payment No: 014327**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	EBSCO INFORMATION SERVICES	00458412	2000839	1233 AD PR	General Fund	44.38
				Total for Payment No.:		44.38

**Payment No: 014328**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	EFFICIENCY SERVICES GROUP, LLC	00458554	2498	CALL19-1 EXTER LITE OCT19	Elec OperatingGrant Trust Fund	5,100.00
11/27/2019	EFFICIENCY SERVICES GROUP, LLC	00458554	2498	CALL19-1 EXTER LITE OCT19	Elec OperatingGrant Trust Fund	37,769.00
				Total for Payment No.:		42,869.00



**Payment No: 014329**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	EMPLOYMENT SCREENING RESOURCES	00458551	199161	ONE EXEC, FOUR REG. HIRES	General Fund	429.00
				Total for Payment No.:		429.00

**Payment No: 014330**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	ESOSOFT CORP	00458703	101936	ML CLASSICO (PQLEVEL1)	Electric Utility	32.72
11/27/2019	ESOSOFT CORP	00458703	101936	ML CLASSICO (PQLEVEL2)	Electric Utility	32.72
11/27/2019	ESOSOFT CORP	00458703	101936	ML CLASSICO (CONTROL)	Electric Utility	32.72
11/27/2019	ESOSOFT CORP	00458703	101936	ML CLASSICO (PQLEVEL5)	Electric Utility	32.72
				Total for Payment No.:		130.88

**Payment No: 014331**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	FARWEST LINE SPECIALTIES LLC	00458922	287384	SAFETY GLASSES, SMITH & WESSON	Electric Utility	306.44
11/27/2019	FARWEST LINE SPECIALTIES LLC	00458922	287384	HOOK, MANHOLE COVER LIFTING, F	Electric Utility	839.16
11/27/2019	FARWEST LINE SPECIALTIES LLC	00458922	287384	BRUSH, CLEANING KEARNEY #11800	Electric Utility	397.60
11/27/2019	FARWEST LINE SPECIALTIES LLC	00458922	287384	SHIPPING	Electric Utility	11.66
11/27/2019	FARWEST LINE SPECIALTIES LLC	00458923	292861	HOOK, POLYMER, FOR CANVAS TOOL	Electric Utility	495.54
11/27/2019	FARWEST LINE SPECIALTIES LLC	00458923	292861	HOOK, FOR HAND LINE BASHLIN #3	Electric Utility	308.38
11/27/2019	FARWEST LINE SPECIALTIES LLC	00458923	292861	SHIPPING	Electric Utility	12.06
				Total for Payment No.:		2,370.84

**Payment No: 014332**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	FASTENAL CO	00458920	CASA658627	WASHER, FLAT, 316 STN STL, 1/2	Electric Utility	647.25
11/27/2019	FASTENAL CO	00458920	CASA658627	NUT, SQUARE, GALV. STL., 5/8IN	Electric Utility	63.51
				Total for Payment No.:		710.76

**Payment No: 014333**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	FIRST SECURITY SERVICES	00458832	IN-0022738	TASMAN GARAGE	General Fund	690.00
				Total for Payment No.:		690.00

**Payment No: 014334**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	GALE/CENGAGE LEARNING	00458334	68850839	1241 AD BK	General Fund	229.62
11/27/2019	GALE/CENGAGE LEARNING	00458335	68851194	1241 AD BK	General Fund	147.08
11/27/2019	GALE/CENGAGE LEARNING	00458419	68864303	1241 AD BK	General Fund	84.17
				Total for Payment No.:		460.87

**Payment No: 014335**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	GRAINGER-SAN JOSE	00458723	9356118423	BATTERY, ALKALINE, AAA	Electric Utility	10.46
11/27/2019	GRAINGER-SAN JOSE	00458723	9356118423	MECHANICS GLOVES, FULL, BLK, L	Electric Utility	166.12
11/27/2019	GRAINGER-SAN JOSE	00458723	9356118423	MECHANICS GLOVES, BLK/PEARL, M	Electric Utility	110.75
11/27/2019	GRAINGER-SAN JOSE	00458723	9356118423	HYDRAULIC FILTER, SPIN-ON	Electric Utility	338.46
11/27/2019	GRAINGER-SAN JOSE	00458724	9340423640	CIRCUIT BREAKER, LOCKOUT, RED	Electric Utility	216.48
11/27/2019	GRAINGER-SAN JOSE	00458724	9340423640	SHIPPING	Electric Utility	10.98
11/27/2019	GRAINGER-SAN JOSE	00458725	9340286641	CIRCUIT BREAKER, LOCKOUT, RED	Electric Utility	513.39
11/27/2019	GRAINGER-SAN JOSE	00458725	9340286641	SHIPPING	Electric Utility	14.38
11/27/2019	GRAINGER-SAN JOSE	00458931	9319526605	COOLER, WATER, 3 GALLON, WITH	Electric Utility	89.03
11/27/2019	GRAINGER-SAN JOSE	00458933	9324534172	HANGER IRON, GALV. STEEL, PERF	Electric Utility	9.76
11/27/2019	GRAINGER-SAN JOSE	00458939	9321003007	MASK, FILTER FOR DUST AND MIST	Electric Utility	153.91
11/27/2019	GRAINGER-SAN JOSE	00458942	9337455936	LAMP, MINIATURE, 1/2IN X 5IN X	Electric Utility	87.24
11/27/2019	GRAINGER-SAN JOSE	00458942	9337455936	STRAP, PIPE, 2 HOLE, 1-1/2IN R	Electric Utility	1.85
11/27/2019	GRAINGER-SAN JOSE	00458942	9337455936	TERMINAL, LUG, RING TONGUE, #1	Electric Utility	155.54
11/27/2019	GRAINGER-SAN JOSE	00458944	9337651443	TRASH CAN LINERS 40"x46" 1.5 M	Electric Utility	156.48

11/27/2019	GRAINGER-SAN JOSE	00458944	9337651443	CABLE TIE, 14-1/2IN LG X .30IN	Electric Utility	55.04
11/27/2019	GRAINGER-SAN JOSE	00458945	9338527840	SAFETY GLASSES, CLEAR LENS, BL	Electric Utility	88.29
11/27/2019	GRAINGER-SAN JOSE	00458945	9338527840	SAFETY GLASSES,N-SPECS VESUVIO	Water Utility	116.42
11/27/2019	GRAINGER-SAN JOSE	00458946	9339994106	BRACKET, CHANNEL, 1-5/8IN WIDE	Electric Utility	12.95
11/27/2019	GRAINGER-SAN JOSE	00458946	9339994106	TAPE, ELECTRICAL, LV, MARKING,	Electric Utility	486.88
11/27/2019	GRAINGER-SAN JOSE	00458946	9339994106	TAPE, VINYL, BLACK, 2" x 36 YD	Electric Utility	1,001.22
11/27/2019	GRAINGER-SAN JOSE	00458947	9339709561	PENETRATING OIL, SUPER, 18 OZ.	Electric Utility	76.78
11/27/2019	GRAINGER-SAN JOSE	00458948	9340356295	PAINT, MARKING RED CHALK. AERV	Electric Utility	96.94
11/27/2019	GRAINGER-SAN JOSE	00458948	9340356295	PAINT,SPRAY, GRAY PRIMER	Electric Utility	47.87
11/27/2019	GRAINGER-SAN JOSE	00458948	9340356295	PAINT, SPRAY SAFETY GREEN AERV	Electric Utility	50.29
11/27/2019	GRAINGER-SAN JOSE	00458948	9340356295	PAINT, SPRAY, FLAT BLACK	Electric Utility	33.88
11/27/2019	GRAINGER-SAN JOSE	00458949	9344866075	LEVEL, 24IN ALUMINUM WITH MONO	Electric Utility	80.09
				Total for Payment No.:		4,181.48

**Payment No: 014336**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	GRANITE ROCK CO #29145	00457705	1186211	SAND	Water Utility Construction	252.03
11/27/2019	GRANITE ROCK CO #29145	00457705	1186211	SAND	Water Utility	189.03
11/27/2019	GRANITE ROCK CO #29145	00457705	1186211	SAND	Electric Utility Construction	630.07
11/27/2019	GRANITE ROCK CO #29145	00457705	1186211	SAND	Water Utility	126.02
11/27/2019	GRANITE ROCK CO #29145	00457705	1186211	SAND	Sewer Utility	63.01
11/27/2019	GRANITE ROCK CO #29145	00459039	1193571	SAND	Water Utility Construction	174.42
11/27/2019	GRANITE ROCK CO #29145	00459039	1193571	SAND	Water Utility	130.82
11/27/2019	GRANITE ROCK CO #29145	00459039	1193571	SAND	Electric Utility Construction	436.08
11/27/2019	GRANITE ROCK CO #29145	00459039	1193571	SAND	Water Utility	87.21
11/27/2019	GRANITE ROCK CO #29145	00459039	1193571	SAND	Sewer Utility	43.61
11/27/2019	GRANITE ROCK CO #29145	00459042	1191948	SAND	Water Utility Construction	252.76

11/27/2019	GRANITE ROCK CO #29145	00459042	1191948	SAND	Water Utility	189.57
11/27/2019	GRANITE ROCK CO #29145	00459042	1191948	SAND	Electric Utility Construction	631.92
11/27/2019	GRANITE ROCK CO #29145	00459042	1191948	SAND	Water Utility	126.39
11/27/2019	GRANITE ROCK CO #29145	00459042	1191948	SAND	Sewer Utility	63.19
11/27/2019	GRANITE ROCK CO #29145	00459043	1197407	SAND	Water Utility Construction	233.48
11/27/2019	GRANITE ROCK CO #29145	00459043	1197407	SAND	Water Utility	175.10
11/27/2019	GRANITE ROCK CO #29145	00459043	1197407	SAND	Electric Utility Construction	583.70
11/27/2019	GRANITE ROCK CO #29145	00459043	1197407	SAND	Water Utility	116.74
11/27/2019	GRANITE ROCK CO #29145	00459043	1197407	SAND	Sewer Utility	58.37
				Total for Payment No.:		4,563.52

**Payment No: 014337**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	HD SUPPLY POWER SOLUTIONS LTD	00459141	4407496-00	TERMINATION, 600A, INSULATING	Electric Utility	1,175.89
11/27/2019	HD SUPPLY POWER SOLUTIONS LTD	00459142	4422298-01	WIRE, 600V, CU, #12 SOLID, THH	Electric Utility	529.74
				Total for Payment No.:		1,705.63

**Payment No: 014338**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	IMAGE X, INC	00458801	220475	FOUNDRY ORDERS	General Fund	141.70
				Total for Payment No.:		141.70

**Payment No: 014339**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	INFOSEND INC	00458799	161917	TAX & LICENSE MAILING SERVICES	General Fund	1,498.69
11/27/2019	INFOSEND INC	00458799	161917	TAXABLE PRINTING & FORMS	General Fund	347.41
				Total for Payment No.:		1,846.10

**Payment No: 014340**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	JOHANNA JEAN MARCHEL	00458501	183	JANITORIAL 881 MARTIN DEC19	Electric Utility	1,992.80
11/27/2019	JOHANNA JEAN MARCHEL	00458501	183	JANITORIAL 881 MARTIN DEC19	Elec OperatingGrant Trust Fund	127.20
11/27/2019	JOHANNA JEAN MARCHEL	00458502	182/279377462	JANITORIAL SUPPLIES 881 MARTIN	Electric Utility	478.01
11/27/2019	JOHANNA JEAN MARCHEL	00458502	182/279377462	JANITORIAL SUPPLIES 881 MARTIN	Elec OperatingGrant Trust Fund	30.51
Total for Payment No.:						2,628.52

**Payment No: 014341**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	JOHN'S SALT SERVICE INC	00458738	30722	BULK SALT ONE TON-COGEN NOV19	Electric Utility	4,282.42
11/27/2019	JOHN'S SALT SERVICE INC	00458738	30722	FUEL SURCHARGE	Electric Utility	186.50
Total for Payment No.:						4,468.92

**Payment No: 014342**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	JUSTIN WASTERLAIN	00459192	13917OCT2019	REIMB-CALI LIBRARY CONFERENCE	General Fund	425.96
Total for Payment No.:						425.96

**Payment No: 014343**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	METAFILE INFORMATION SYSTEMS	00458802	048495	SYSTEM SUPPORT (JAN-MAR 2020)	General Fund	1,459.21
11/27/2019	METAFILE INFORMATION SYSTEMS	00458802	048495	SYSTEM SUPPORT (JAN-MAR 2020)	General Fund	1,459.22
Total for Payment No.:						2,918.43

**Payment No: 014344**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	METROPOLITAN PLANNING GROUP	00458824	1001449	2200 CALLE DE LUNA	Deposit Funds.	2,247.50

11/27/2019	METROPOLITAN PLANNING GROUP	00458826	1001450	TASMAN EAST PARCEL 11	Deposit Funds.	105.00
11/27/2019	METROPOLITAN PLANNING GROUP	00458829	1001451	TASMAN EAST PARCEL 60	Deposit Funds.	490.00
				Total for Payment No.:		2,842.50

**Payment No: 014345**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	MIDWEST TAPE LLC	00458338	98163238	1241 AD DVD	General Fund	37.57
11/27/2019	MIDWEST TAPE LLC	00458338	98163238	1233 AD DVD	General Fund	26.96
11/27/2019	MIDWEST TAPE LLC	00458338	98163238	1235 AD DVD	General Fund	53.91
11/27/2019	MIDWEST TAPE LLC	00458338	98163238	1236 AD DVD	General Fund	89.06
11/27/2019	MIDWEST TAPE LLC	00458364	98172924	1241 AD CD	General Fund	26.15
11/27/2019	MIDWEST TAPE LLC	00458364	98172924	1241 AD ABK	General Fund	468.56
11/27/2019	MIDWEST TAPE LLC	00458442	98172874	1241 AD CD	General Fund	16.61
11/27/2019	MIDWEST TAPE LLC	00458442	98172874	1233 AD/Juv DVD	General Fund	345.83
11/27/2019	MIDWEST TAPE LLC	00458442	98172874	1241 AD DVD	General Fund	24.51
11/27/2019	MIDWEST TAPE LLC	00458442	98172874	1231 Juv DVD	General Fund	667.35
11/27/2019	MIDWEST TAPE LLC	00458442	98172874	1235 AD DVD	General Fund	73.54
11/27/2019	MIDWEST TAPE LLC	00458442	98172874	1236 Juv DVD	General Fund	73.54
				Total for Payment No.:		1,903.59

**Payment No: 014346**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	MILTON SECURITY GROUP LLC	00458473	Q31247	COULTER,ETHAN 11/2/19-11/15/19	Electric Utility	9,280.00
11/27/2019	MILTON SECURITY GROUP LLC	00458474	Q31246	AMI/MDMS PROJECT SUPPORT	Electric Utility Construction	7,200.00
11/27/2019	MILTON SECURITY GROUP LLC	00458475	Q31248	CYBER SECURITY/SSG SUPPORT	Electric Utility	8,004.00
				Total for Payment No.:		24,484.00

**Payment No: 014347**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	MYERS POWER PRODUCTS	00459047	W-86291	SWITCHGEAR POWER CONTROL ENCLO	Electric Utility Construction	49,549.55
11/27/2019	MYERS POWER PRODUCTS	00459047	W-86291	METAL-CLAD SWITCHGEAR ASSEMBLY	Electric Utility Construction	154,107.26
11/27/2019	MYERS POWER PRODUCTS	00459047	W-86291	MEDIUM VOLTAGE METAL-ENCLOSED	Electric Utility Construction	7,462.79
11/27/2019	MYERS POWER PRODUCTS	00459047	W-86291	AC AND DC PANELBOARDS FOR SWIT	Electric Utility Construction	3,308.26
				Total for Payment No.:		214,427.86

**Payment No: 014348**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	NEVIN ALHAZ AKAYDIN	00459228	32837OCT2019	REIMB-CA LIBRARY CONFERENCE	General Fund	212.93
				Total for Payment No.:		212.93

**Payment No: 014349**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	ORACLE AMERICA INC	00459149	44499240	PEOPLESFT TECH SUPPORT SERVIC	General Fund	2,692.52
				Total for Payment No.:		2,692.52

**Payment No: 014350**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	PAN ASIAN PUBLICATIONS (USA) INC	00458446	U-16262	1231 Juv BK	General Fund	746.49
				Total for Payment No.:		746.49

**Payment No: 014351**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	PARS/GASB 45	00459045	14589NOV2019	MONTHLY CONTRIB DEC 2019	OPEB Plan Trust Fund	295,500.00
				Total for Payment No.:		295,500.00

**Payment No: 014352**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	PELICAN SIGN SERVICE INC	00458526	58746	Names Badge for Teresa Sulcer	General Fund	35.43
11/27/2019	PELICAN SIGN SERVICE INC	00458550	59100	FOUR NAME PLATES	General Fund	109.00
11/27/2019	PELICAN SIGN SERVICE INC	00458757	59176	Name Plates	General Fund	160.23
11/27/2019	PELICAN SIGN SERVICE INC	00459146	58955	HLC COMM K ROMANO	General Fund	65.36
				Total for Payment No.:		370.02

**Payment No: 014353**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	RELIABILITY OPTIMIZATION INC	00459189	19-00083	PN# AC104-1A - MULTI-PURPOSE A	Electric Utility	10,966.23
11/27/2019	RELIABILITY OPTIMIZATION INC	00459189	19-00083	PN# CB103-A2A-050-Z - Polyure	Electric Utility	7,347.37
11/27/2019	RELIABILITY OPTIMIZATION INC	00459189	19-00083	PN# SB102-8C - EIGHT CHANNEEL	Electric Utility	4,297.87
11/27/2019	RELIABILITY OPTIMIZATION INC	00459189	19-00083	PN# MH130-1A - MOUNTING DISK,	Electric Utility	511.76
11/27/2019	RELIABILITY OPTIMIZATION INC	00459189	19-00083	PN# MH109-3A - EPOXY KIT FOR F	Electric Utility	177.23
				Total for Payment No.:		23,300.46

**Payment No: 014354**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	ROBERT BLANCHETTE	00458374	29807NOV2019	TOOL REIMBURSEMENT FY19-20	Fleet Operation Fund	50.24
				Total for Payment No.:		50.24

**Payment No: 014355**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	ROBERT M MAHOWALD	00458855	22422TO	HR CHAIR	General Fund	1,581.37
				Total for Payment No.:		1,581.37

**Payment No: 014356**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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11/27/2019	ROYAL COACH TOURS	00458683	17499	HALLELUJAH GIRLS TRIP 11/17	General Fund	1,141.85
				Total for Payment No.:		1,141.85

**Payment No: 014357**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	RUSSELL SIGLER INC	00458844	INV-SAJ19015086	BERMAN AC	General Fund	59.02
				Total for Payment No.:		59.02

**Payment No: 014358**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	SERRANO ELECTRIC INC	00458839	28882	LABOR- SCCC	Convention Cnt Maintenance Dis	6,475.00
11/27/2019	SERRANO ELECTRIC INC	00458839	28882	MATERIAL	Convention Cnt Maintenance Dis	861.20
				Total for Payment No.:		7,336.20

**Payment No: 014359**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	SFO AIRPORTER, INC	00458354	123521	APPLE HILL TRIP 10/15/19	General Fund	2,060.64
				Total for Payment No.:		2,060.64

**Payment No: 014360**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	STAPLES ADVANTAGE	00459006	8056280531-BLDGMTCE	OFFICE SUPPLIES	General Fund	119.47
11/27/2019	STAPLES ADVANTAGE	00459007	8056280531-CITYATTY	OFFICE SUPPLIES	General Fund	362.06
11/27/2019	STAPLES ADVANTAGE	00459008	8056280531-CMO	OFFICE SUPPLIES	General Fund	38.30
11/27/2019	STAPLES ADVANTAGE	00459009	8056280531-ELECGEN	OFFICE SUPPLIES	Electric Utility	1,611.82
11/27/2019	STAPLES ADVANTAGE	00459010	8056280531-ENG	OFFICE SUPPLIES	General Fund	101.01
11/27/2019	STAPLES ADVANTAGE	00459010	8056280531-ENG	OFFICE SUPPLIES	General Fund	114.00
11/27/2019	STAPLES ADVANTAGE	00459010	8056280531-ENG	OFFICE SUPPLIES	General Fund	54.21

11/27/2019	STAPLES ADVANTAGE	00459010	8056280531-ENG	OFFICE SUPPLIES	General Fund	-21.76
11/27/2019	STAPLES ADVANTAGE	00459010	8056280531-ENG	OFFICE SUPPLIES	General Fund	101.00
11/27/2019	STAPLES ADVANTAGE	00459010	8056280531-ENG	OFFICE SUPPLIES	General Fund	128.82
11/27/2019	STAPLES ADVANTAGE	00459011	8056280531-FINANCE	OFFICE SUPPLIES	General Fund	159.60
11/27/2019	STAPLES ADVANTAGE	00459011	8056280531-FINANCE	OFFICE SUPPLIES	General Fund	86.15
11/27/2019	STAPLES ADVANTAGE	00459011	8056280531-FINANCE	OFFICE SUPPLIES	General Fund	5.58
11/27/2019	STAPLES ADVANTAGE	00459011	8056280531-FINANCE	OFFICE SUPPLIES	General Fund	74.46
11/27/2019	STAPLES ADVANTAGE	00459012	8056280531-FIRE	OFFICE SUPPLIES	General Fund	147.23
11/27/2019	STAPLES ADVANTAGE	00459012	8056280531-FIRE	OFFICE SUPPLIES	General Fund	96.49
11/27/2019	STAPLES ADVANTAGE	00459012	8056280531-FIRE	OFFICE SUPPLIES	General Fund	75.26
11/27/2019	STAPLES ADVANTAGE	00459013	8056280531-HCS	OFFICE SUPPLIES	General Fund	214.51
11/27/2019	STAPLES ADVANTAGE	00459014	8056280531-HR	OFFICE SUPPLIES	General Fund	51.39
11/27/2019	STAPLES ADVANTAGE	00459015	8056280531-MAYOR	OFFICE SUPPLIES	General Fund	47.88
11/27/2019	STAPLES ADVANTAGE	00459016	8056280531-PARKCH	OFFICE SUPPLIES	General Fund	66.60
11/27/2019	STAPLES ADVANTAGE	00459017	8056280531-PARK CRC	OFFICE SUPPLIES	General Fund	423.98
11/27/2019	STAPLES ADVANTAGE	00459018	8056280531-PARK TEEN	OFFICE SUPPLIES	General Fund	763.40
11/27/2019	STAPLES ADVANTAGE	00459019	8056280531-PARKYARD	OFFICE SUPPLIES	General Fund	60.76
11/27/2019	STAPLES ADVANTAGE	00459020	8056280531-PLANNING	OFFICE SUPPLIES	General Fund	87.39
11/27/2019	STAPLES ADVANTAGE	00459021	8056280531-POLICESVC	OFFICE SUPPLIES	General Fund	107.14
11/27/2019	STAPLES ADVANTAGE	00459022	8056280531-WATER	OFFICE SUPPLIES	Sewer Utility	69.41
11/27/2019	STAPLES ADVANTAGE	00459022	8056280531-WATER	OFFICE SUPPLIES	Water Utility	127.67
				Total for Payment No.:		5,273.83

**Payment No: 014361**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	YSERCO INC	00458840	6890	HVAC SUPPORT	Public Buildings	5,025.00
				Total for Payment No.:		5,025.00

**Payment No: 014362**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	UNIQUE MGMT SERVICES INC	00458255	560533	COLLECTIONS	General Fund	716.00
				Total for Payment No.:		716.00

**Payment No: 014363**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	UNITED REFRIGERATION INC	00458847	69217674-00	FS 5 BATHROOM	General Fund	45.51
11/27/2019	UNITED REFRIGERATION INC	00458848	70685693-00	NORTHSIDE LIB FURNACE	General Fund	455.71
11/27/2019	UNITED REFRIGERATION INC	00458849	70537650-00	CH ANNEX AC	General Fund	33.94
11/27/2019	UNITED REFRIGERATION INC	00458850	70624109-00	CH ANNEX AC	General Fund	157.66
11/27/2019	UNITED REFRIGERATION INC	00458851	69889793-00	CH CAFETERIA	General Fund	70.16
11/27/2019	UNITED REFRIGERATION INC	00458852	70962234-00	TOOLS	General Fund	405.58
11/27/2019	UNITED REFRIGERATION INC	00458853	70808962-00	SUPPLIES	General Fund	100.48
11/27/2019	UNITED REFRIGERATION INC	00458854	70499959-00	SUPPLIES	General Fund	231.09
				Total for Payment No.:		1,500.13

**Payment No: 014364**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	UNIVERSAL SITE SERVICES	00458845	190026145	SCCC GATE ARM	Convention Cnt Maintenance Dis	57.83
11/27/2019	UNIVERSAL SITE SERVICES	00458845	190026145	SCCC GATE ARM	Convention Cnt Maintenance Dis	42.58
11/27/2019	UNIVERSAL SITE SERVICES	00458845	190026145	SCCC GATE ARM	Convention Cnt Maintenance Dis	92.09
11/27/2019	UNIVERSAL SITE SERVICES	00458846	190023374	SCCC ARMS REPAIR	Convention Cnt Maintenance Dis	78.94
11/27/2019	UNIVERSAL SITE SERVICES	00458846	190023374	SCCC ARM REPAIR	Convention Cnt Maintenance Dis	36.49
11/27/2019	UNIVERSAL SITE SERVICES	00458846	190023374	SCCC ARM REPAIR	Convention Cnt Maintenance Dis	49.57
				Total for Payment No.:		357.50

**Payment No: 014365**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	UTILITY ENERGY FORUM INC	00459217	2019-1276A	UEF SILVER SPONSORSHIP 2019	Elec OperatingGrant Trust Fund	2,000.00
11/27/2019	UTILITY ENERGY FORUM INC	00459217	2019-1276A	TUES NITET UTILITY 4/22-24/202	Elec OperatingGrant Trust Fund	0.00
				Total for Payment No.:		2,000.00

**Payment No: 014366**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	VANTAGE DATA CENTERS	00458533	1279	CARRIER ACCESS DEC2019	Electric Utility	400.00
				Total for Payment No.:		400.00

**Payment No: 014367**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	WH ENERGY SOLUTIONS, LLC	00458555	SVP201911	PLEXOS SIMULATION BUDGET DATA	Electric Utility	11,000.00
				Total for Payment No.:		11,000.00

**Payment No: 014368**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	YU-LAN CHOU	00459230	24147OCT2019	REIMB-CA LIBRARY CONFERENCE	General Fund	132.00
				Total for Payment No.:		132.00
				Overall Total		1,163,835.78



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

Run Date 11/25/2019  
Run Time 10:21:56 AM

Sorted by Payment Number

**Payment No: 638558**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	AECOM TECHNOLOGY CORP	00459191	33273NOV2019	PARTIAL REFUND PLN2019-13766	General Fund	1,702.67
11/27/2019	AECOM TECHNOLOGY CORP	00459191	33273NOV2019	PARTIAL REFUND PLN2019-13766	General Fund	258.39
11/27/2019	AECOM TECHNOLOGY CORP	00459191	33273NOV2019	PARTIAL REFUND PLN2019-13766	General Fund	149.67
11/27/2019	AECOM TECHNOLOGY CORP	00459191	33273NOV2019	PARTIAL REFUND PLN2019-13766	General Fund	34.05
				Total for Payment No.:		2,144.78

**Payment No: 638559**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	ALAN KUROTORI	00458774	1551OCT2019	APPA LEGAL & REGULATORY	Electric Utility	996.67
				Total for Payment No.:		996.67

**Payment No: 638560**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	ALBERT SAENZ	00458775	9279OCT2019	WESTERN UNDERGRND MEETING	Electric Utility	736.82
				Total for Payment No.:		736.82

**Payment No: 638561**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	AMY COTE	00459222	30263OCT2019	REIMB-CA LIBRARY CONFERENCE	General Fund	161.79
				Total for Payment No.:		161.79

**Payment No: 638562**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	BAYS, MATT	00459136	73778-01 Utility Refund	UTILITY REFUND	General Fund	4,970.80
				Total for Payment No.:		4,970.80

**Payment No: 638563**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	CHUCK HAYDEN	00459232	6371OCT2019A	REIMB-FACTORY TESTING	Electric Utility	605.00
				Total for Payment No.:		605.00

**Payment No: 638564**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	DENNIS HAYSE	00458296	31550NOV2019	ICC Exam - Plumbing	General Fund	209.00
				Total for Payment No.:		209.00

**Payment No: 638565**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	DOUGLAS STOCKDALE	00458434	28967NOV2019	Safety Boot Reimbursement	General Fund	237.00
				Total for Payment No.:		237.00

**Payment No: 638566**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	DUNCAN, JEFFERY D	00459218	29744NOV2019	SWEMA METERING SCHOOL	Electric Utility	229.54
				Total for Payment No.:		229.54

**Payment No: 638567**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	FRANK L DESOUSA	00458380	854NOV2019COR	TOOL REIMBURSEMENT FY19-20	Fleet Operation Fund	90.00
				Total for Payment No.:		90.00

**Payment No: 638568**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	G. BORTOLOTTOE & CO	00459147	4762	AGREEMENT FOR 2019 PAVEMENT RE	Streets And Highways	1,718,722.16
11/27/2019	G. BORTOLOTTOE & CO	00459147	4762	AGREEMENT FOR 2019 PAVEMENT RE	Water Utility	24,218.75
11/27/2019	G. BORTOLOTTOE & CO	00459147	4762	AGREEMENT FOR 2019 PAVEMENT RE	Sewer Utility	21,736.95
11/27/2019	G. BORTOLOTTOE & CO	00459147	4762	RETENTION	Sewer Utility	-1,086.84
11/27/2019	G. BORTOLOTTOE & CO	00459147	4762	RETENTION	Water Utility	-1,210.94
11/27/2019	G. BORTOLOTTOE & CO	00459147	4762	RETENTION	Streets And Highways	-85,936.11
				Total for Payment No.:		1,676,443.97

**Payment No: 638569**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	HELEN LUTKE	00459225	32838OCT2019A	REIMB-2019 CA LIBRARY CONFEREN	General Fund	221.35
				Total for Payment No.:		221.35

**Payment No: 638570**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	HILARY KEITH	00459233	23760NOV2019	REIMB-CA LIBRARY CONFERENCE	General Fund	161.47
				Total for Payment No.:		161.47

**Payment No: 638571**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	JASON GENTRY	00458435	14568NOV2019	Rain Gear Reimbursement	General Fund	240.00
				Total for Payment No.:		240.00

**Payment No: 638572**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	MICHAEL KEATE	00459223	20468NOV2019	PG&E RESTORATION DRILL	Electric Utility	23.00

Total for Payment No.: 23.00

**Payment No: 638573**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	MONICA NGUYEN	00459226	25933NOV2019	WREGIS ACCT HOLDER TRAINING	Electric Utility	493.36
Total for Payment No.:						493.36

**Payment No: 638574**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	NANCY THOME	00459132	32312NOV2019	LEAGUE OF CA CITIES	General Fund	171.75
Total for Payment No.:						171.75

**Payment No: 638575**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	NICHOLAS RICHARDS	00439394	3740JAN2019	PER DIEM RICHARDS MDI	General Fund	34.00
Total for Payment No.:						34.00

**Payment No: 638576**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	O'GRADY PAVING INC	00459148	1994NOV2019	RETENTION RELEASE	Streets And Highways	19,943.35
Total for Payment No.:						19,943.35

**Payment No: 638577**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	PAUL SIMS	00459234	30261NOV2019	REIMB-CA LIBRARY CONFERENCE	General Fund	307.27
Total for Payment No.:						307.27

**Payment No: 638578**



Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	PIPE AND PLANT SOLUTIONS, INC.	00458874	18439-05	SEWER ASMNT PHASE II MAY 2019	Sewer Utility Construction	50,290.96
				Total for Payment No.:		50,290.96

**Payment No: 638579**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	ROBERT GRIFFIN	00445857	8377MAY2019	WDO D2 RENEW - WTO T1 RENEW	Water Utility	115.00
				Total for Payment No.:		115.00

**Payment No: 638580**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	ROBERT J. PRITCHARD	00459221	2204NOV2019	PG&3 RESTORATION DRILL	Electric Utility	188.27
				Total for Payment No.:		188.27

**Payment No: 638581**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	SHERMAN CATER JR	00459180	32847NOV2019	REFUND-REPURCHASE VAL OAK #38	Cemetery	813.00
				Total for Payment No.:		813.00

**Payment No: 638582**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	SON XUAN LE	00458372	28770NOV2019	BOOT REIMB CY2019 UNIT 4	Electric Utility	196.63
				Total for Payment No.:		196.63

**Payment No: 638583**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	THOMAS MCCULLOUGH	00459229	27744NOV2019	LINEMAN SCHOOL YR 1	Electric Utility	1,189.39
				Total for Payment No.:		1,189.39

**Payment No: 638584**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	THUCVU QUOC HUYNH	00459220	23776NOV2019	PG&E RESTORATION DRILL	Electric Utility	157.50
				Total for Payment No.:		157.50

**Payment No: 638585**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	WENDY STONE	00458777	9019OCT2019	ESOURCE FORUM	Electric Utility	108.99
				Total for Payment No.:		108.99

**Payment No: 638586**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	HARRY R FINKLE	00459025	17-2613	PHASE 1 PAINTING - ANNEX CLASS	General Fund	7,950.00
				Total for Payment No.:		7,950.00

**Payment No: 638587**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	ACT THREE ASSOCIATES	00458493	27-715	SOCIAL MEDIA CONSULTANT	General Fund	4,500.00
				Total for Payment No.:		4,500.00

**Payment No: 638588**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	AIRGAS NO CALIF & NV	00458309	9966220210	RENTAL CYLINDERS FOR DVR OCT19	Electric Utility	792.28
11/27/2019	AIRGAS NO CALIF & NV	00458309	9966220210	HAZMAT CHARGE	Electric Utility	10.25
				Total for Payment No.:		802.53

**Payment No: 638589**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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11/27/2019	ALAMEDA CO SHERIFF'S OFFICE	00458719	290131-1119-6236	167TH ACADEMY J EDWARDS	General Fund	4,000.00
Total for Payment No.:						4,000.00

**Payment No: 638590**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	ALSCO SAN JOSE	00458490	LSJO1178641	LINEN SERVICE - ST. 10	General Fund	175.43
Total for Payment No.:						175.43

**Payment No: 638591**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	ARAMARK UNIFORM SERVICES	00458543	760523538	CLEANING SVC/SHOP TOWELS DVR	Electric Utility	400.90
Total for Payment No.:						400.90

**Payment No: 638592**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	ARTICULATE SOLUTIONS	00458716	53952	RECRUITING BANNERS	General Fund	200.75
11/27/2019	ARTICULATE SOLUTIONS	00458716	53952	TAXABLE	General Fund	81.75
11/27/2019	ARTICULATE SOLUTIONS	00458716	53952	CREDIT	General Fund	-75.00
Total for Payment No.:						207.50

**Payment No: 638593**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	AXON ENTERPRISE, INC.	00458702	SI-1613533	25 FT STD CARTRIDGE X26/X26P	General Fund	10,791.00
11/27/2019	AXON ENTERPRISE, INC.	00458705	SI-1619615	BATTERY PACK X26P/ X2/X26P	General Fund	7,264.85
Total for Payment No.:						18,055.85

**Payment No: 638594**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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11/27/2019	BANK UP CORP	00458792	3873	OUTSOURCE CASH RECEIPTS	General Fund	3,769.80
				Total for Payment No.:		3,769.80

**Payment No: 638595**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	BATEMAN SENIOR MEALS	00459150	INV4650000762	BATEMAN MEALS FY 19-20	Park and Rec Opr GrantTst Fund	1,219.68
11/27/2019	BATEMAN SENIOR MEALS	00459151	INV4650000784	BATEMAN MEALS FY 19-20	Park and Rec Opr GrantTst Fund	1,552.32
11/27/2019	BATEMAN SENIOR MEALS	00459153	INV4650000800	BATEMAN MEALS FY 19-20	Park and Rec Opr GrantTst Fund	1,573.44
11/27/2019	BATEMAN SENIOR MEALS	00459154	INV4650000815	BATEMAN MEALS FY 19-20	Park and Rec Opr GrantTst Fund	1,510.08
11/27/2019	BATEMAN SENIOR MEALS	00459155	INV4650000831	BATEMAN MEALS FY 19-20	Park and Rec Opr GrantTst Fund	1,589.28
11/27/2019	BATEMAN SENIOR MEALS	00459157	INV4650000902	BATEMAN MEALS FY 19-20	Park and Rec Opr GrantTst Fund	1,552.32
11/27/2019	BATEMAN SENIOR MEALS	00459158	INV4650000917	BATEMAN MEALS FY 19-20	Park and Rec Opr GrantTst Fund	1,594.56
11/27/2019	BATEMAN SENIOR MEALS	00459159	INV4650000933	BATEMAN MEALS FY 19-20	Park and Rec Opr GrantTst Fund	1,652.64
11/27/2019	BATEMAN SENIOR MEALS	00459161	INV4650000951	BATEMAN MEALS FY 19-20	Park and Rec Opr GrantTst Fund	1,652.64
11/27/2019	BATEMAN SENIOR MEALS	00459162	INV4650001015	BATEMAN MEALS FY 19-20	Park and Rec Opr GrantTst Fund	1,188.00
11/27/2019	BATEMAN SENIOR MEALS	00459164	INV4650001032	BATEMAN MEALS FY 19-20	Park and Rec Opr GrantTst Fund	1,172.16
11/27/2019	BATEMAN SENIOR MEALS	00459166	INV4650001049	BATEMAN MEALS FY 19-20	Park and Rec Opr GrantTst Fund	1,409.76
11/27/2019	BATEMAN SENIOR MEALS	00459167	INV4650001067	BATEMAN MEALS FY 19-20	Park and Rec Opr GrantTst Fund	1,441.44
11/27/2019	BATEMAN SENIOR MEALS	00459168	INV4650001128	BATEMAN MEALS FY 19-20	Park and Rec Opr GrantTst Fund	1,372.80
11/27/2019	BATEMAN SENIOR MEALS	00459169	INV4650001150	BATEMAN MEALS FY 19-20	Park and Rec Opr GrantTst Fund	1,309.44
11/27/2019	BATEMAN SENIOR MEALS	00459170	INV4650001165	BATEMAN MEALS FY 19-20	Park and Rec Opr GrantTst Fund	1,119.36
11/27/2019	BATEMAN SENIOR MEALS	00459171	INV4650001182	BATEMAN MEALS FY 19-20	Park and Rec Opr	1,446.72

					GrantTst Fund	
11/27/2019	BATEMAN SENIOR MEALS	00459172	INV4650001197	BATEMAN MEALS FY 19-20	Park and Rec Opr GrantTst Fund	1,399.20
11/27/2019	BATEMAN SENIOR MEALS	00459174	INV4650001267	BATEMAN MEALS FY 19-20	Park and Rec Opr GrantTst Fund	1,335.84
				Total for Payment No.:		27,091.68

**Payment No: 638596**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	BENCHMARK	00458819	E19-2188	777 BENTON ASBESTOS	General Fund	470.00
				Total for Payment No.:		470.00

**Payment No: 638597**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	BLACK & VEATCH CORP	00458786	6704697	WTR UTILITY RATE/SDC STUDY	Water Utility Construction	840.00
11/27/2019	BLACK & VEATCH CORP	00458786	6704697	SEWER UTILITY RATE/SDC STUDY	Water Utility Construction	840.00
11/27/2019	BLACK & VEATCH CORP	00458786	6704697	RECYCLED WTR RATE STUDY/SD SDC	Water Recycling Program	480.00
				Total for Payment No.:		2,160.00

**Payment No: 638598**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	BRIDGEWELL RESOURCES	00458916	0240948701	POLE, WOOD, 60 FT., CLASS 1, P	Electric Utility	23,897.16
11/27/2019	BRIDGEWELL RESOURCES	00458916	0240948701	CALIFORNIA LPA 1%	Electric Utility	219.24
				Total for Payment No.:		24,116.40

**Payment No: 638599**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	CA DEPT OF TAX & FEE ADMIN	00458753	0002 8431 875	WATER RIGHTS:BB JUL19-JUN20	Electric Utility	29,628.03

Total for Payment No.: 29,628.03

**Payment No: 638600**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	CA DEPT OF TAX & FEE ADMIN	00458754	0002 8458 386	WATER RIGHTS: SG JUL19-JUN20	Electric Utility	12,274.29
Total for Payment No.:						12,274.29

**Payment No: 638601**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	CA DEPT OF TAX & FEE ADMIN	00458756	0002 8642 170	WATER RIGHTS: HL JUL19-JUN20	Electric Utility	2,232.89
Total for Payment No.:						2,232.89

**Payment No: 638602**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	CHARLES FRANKLIN FERNANDEZ	00459190	33270NOV2019	FULL SETTLEMENT OF CLAIM	Special Liability Insurance	250.00
Total for Payment No.:						250.00

**Payment No: 638603**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	CLAUDIA FLANDERS	00459185	11/19/19 CLASS REFUND	PARKS DEPT REFUND	General Fund	20.00
Total for Payment No.:						20.00

**Payment No: 638604**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	CODE PUBLISHING CO	00459156	64909	CODE SUPPLEMENT - Replaces PO	General Fund	200.50
Total for Payment No.:						200.50

**Payment No: 638605**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	CONCENTRA MEDICAL CENTERS	00458552	66024932	REG & AN PRE EMPLOY PHYSICALS	General Fund	730.00
11/27/2019	CONCENTRA MEDICAL CENTERS	00458552	66024932	PARKWAYS & BOULEVARDS	General Fund	180.00
11/27/2019	CONCENTRA MEDICAL CENTERS	00458552	66024932	WATER MAINTENANCE	Water Utility	85.00
11/27/2019	CONCENTRA MEDICAL CENTERS	00458552	66024932	PARKS & REC	General Fund	50.00
11/27/2019	CONCENTRA MEDICAL CENTERS	00458553	65945747	REG & AN PRE EMPLOY PHYSICALS	General Fund	170.00
11/27/2019	CONCENTRA MEDICAL CENTERS	00458553	65945747	ELEC. GENERATION SERVICES	Electric Utility	45.00
11/27/2019	CONCENTRA MEDICAL CENTERS	00458553	65945747	STREET MAINTENANCE	General Fund	45.00
11/27/2019	CONCENTRA MEDICAL CENTERS	00458553	65945747	WATER MAINTENANCE	Water Utility	85.00
				Total for Payment No.:		1,390.00

**Payment No: 638606**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	CONSOLIDATED ENGINEERING	00458816	168411	CHANGE ORDER #1 ADD FUNDS	Parks And Recreation	7,885.44
				Total for Payment No.:		7,885.44

**Payment No: 638607**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	CONSOLIDATED PARTS INC	00458820	5057722	CHILLER ROOM PANEL LIGHTS	General Fund	10.90
11/27/2019	CONSOLIDATED PARTS INC	00458822	5057620	MCEHANICAL ROOM	General Fund	88.29
11/27/2019	CONSOLIDATED PARTS INC	00458823	5057622	CENTRAL LIB	General Fund	191.69
				Total for Payment No.:		290.88

**Payment No: 638608**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	COUNTY OF SANTA CLARA	00459176	1800069068	ISD SVCS TN3270 JULY 2019	General Fund	81.30
11/27/2019	COUNTY OF SANTA CLARA	00459177	1800070154	ISD SVCS TN3270 OCT 2019	General Fund	81.30
				Total for Payment No.:		162.60

**Payment No: 638609**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	CRESCO EQUIPMENT RENTALS	00458546	5053053-0001	125'4WD DIESEL TELE JIB-OUTAGE	Electric Utility	4,928.32
11/27/2019	CRESCO EQUIPMENT RENTALS	00458546	5053053-0001	DELIVERY/PICK UP FEE	Electric Utility	200.00
11/27/2019	CRESCO EQUIPMENT RENTALS	00458546	5053053-0001	FUEL	Electric Utility	59.08
11/27/2019	CRESCO EQUIPMENT RENTALS	00458546	5053053-0001	PROP TAX RECOVERY FEE	Electric Utility	33.75
11/27/2019	CRESCO EQUIPMENT RENTALS	00458546	5053053-0001	EPA CHARGE/WASTE FEES	Electric Utility	7.00
11/27/2019	CRESCO EQUIPMENT RENTALS	00458546	5053053-0001	EQUIPMENT PROTECTION PLAN	Electric Utility	630.00
11/27/2019	CRESCO EQUIPMENT RENTALS	00458732	5045674-0001	4"SP GAS/DIESEL TRASH PUMP-OUT	Electric Utility	599.50
11/27/2019	CRESCO EQUIPMENT RENTALS	00458732	5045674-0001	DISCHARGE HOSE 4"X50'-OUTAGE	Electric Utility	566.80
11/27/2019	CRESCO EQUIPMENT RENTALS	00458732	5045674-0001	SUCTION HOSE 4"X20'-OUTAGE	Electric Utility	261.60
11/27/2019	CRESCO EQUIPMENT RENTALS	00458732	5045674-0001	DELIVERY/PICK UP FEE	Electric Utility	163.50
11/27/2019	CRESCO EQUIPMENT RENTALS	00458732	5045674-0001	FUEL	Electric Utility	18.42
11/27/2019	CRESCO EQUIPMENT RENTALS	00458732	5045674-0001	PROP TAX RECOVERY FEE	Electric Utility	9.83
11/27/2019	CRESCO EQUIPMENT RENTALS	00458732	5045674-0001	EPA CHARGE/WASTE FEES	Electric Utility	3.95
11/27/2019	CRESCO EQUIPMENT RENTALS	00458732	5045674-0001	EQUIPMENT PROTECTION PLAN	Electric Utility	183.40
11/27/2019	CRESCO EQUIPMENT RENTALS	00458734	5058243-0001	PROPANE	Electric Utility	32.30
				Total for Payment No.:		7,697.45

**Payment No: 638610**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	CSG CONSULTANTS INC	00458813	27035	AGREEMENT FOR ON-CALL CONSTRUC	General Fund	19,600.00
				Total for Payment No.:		19,600.00

**Payment No: 638611**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	DC TAPPING SERVICES INC	00458787	10326	PRICING PURSUANT TO ATTACHED P	Water Utility	450.00
11/27/2019	DC TAPPING SERVICES INC	00458788	10325	PRICING PURSUANT TO ATTACHED P	Water Utility	1,350.00
11/27/2019	DC TAPPING SERVICES INC	00458789	10318	PRICING PURSUANT TO ATTACHED P	Water Utility	575.00



11/27/2019	DC TAPPING SERVICES INC	00458790	10317	PRICING PURSUANT TO ATTACHED P	Water Utility	450.00
11/27/2019	DC TAPPING SERVICES INC	00458791	10316	PRICING PURSUANT TO ATTACHED P	Water Utility	1,800.00
11/27/2019	DC TAPPING SERVICES INC	00458793	10314	PRICING PURSUANT TO ATTACHED P	Water Utility	450.00
11/27/2019	DC TAPPING SERVICES INC	00458794	10310	PRICING PURSUANT TO ATTACHED P	Water Utility	1,150.00
11/27/2019	DC TAPPING SERVICES INC	00458795	10304	PRICING PURSUANT TO ATTACHED P	Water Utility	450.00
11/27/2019	DC TAPPING SERVICES INC	00458796	10286	PRICING PURSUANT TO ATTACHED P	Water Utility	1,150.00
				Total for Payment No.:		7,825.00

**Payment No: 638612**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	DELL MARKETING LP	00458784	10350212730	ULTRASHARP 30 MONITOR WITH PRE	Electric Utility	1,122.69
11/27/2019	DELL MARKETING LP	00458784	10350212730	PRECISION 3431 SMALL FORM FACT	Electric Utility	1,868.69
11/27/2019	DELL MARKETING LP	00458784	10350212730	PRECISION 3431 SMALL FORM FACT	Electric Utility	373.10
11/27/2019	DELL MARKETING LP	00458784	10350212730	ENVIRONMENTAL FEE	Electric Utility	6.00
11/27/2019	DELL MARKETING LP	00458785	10350765686	PRECISION 5820 TOWER TAXABLE P	Electric Utility Construction	5,158.14
11/27/2019	DELL MARKETING LP	00458785	10350765686	PRECISION 5820 TOWER NON TAXAB	Electric Utility Construction	1,022.96
11/27/2019	DELL MARKETING LP	00458785	10350765686	DELL ULTRASHARP 30 MONITOR WIT	Electric Utility Construction	4,490.76
11/27/2019	DELL MARKETING LP	00458785	10350765686	ENVIRONMENTAL FEE	Electric Utility Construction	24.00
				Total for Payment No.:		14,066.34

**Payment No: 638613**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	EDELMAN CORP	00458733	5462	CAD ACCESS E STAIRWELL/PED GAT	General Fund	3,484.64
11/27/2019	EDELMAN CORP	00458735	5461	CCTV CAMERA PD ARMORY	General Fund	1,928.57
				Total for Payment No.:		5,413.21

**Payment No: 638614**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	ELECTRIC & GAS INDUSTRIES ASSN	00458701	45351	ONGOING IT APP MAINT. OCT19	Elec OperatingGrant Trust Fund	2,000.00
11/27/2019	ELECTRIC & GAS INDUSTRIES ASSN	00458701	45351	PROGRAM IMPLEMENT/MGMT OCT19	Elec OperatingGrant Trust Fund	2,250.00
11/27/2019	ELECTRIC & GAS INDUSTRIES ASSN	00458701	45351	ONGOING IT APP MAINT. OCT19	Elec OperatingGrant Trust Fund	750.00
11/27/2019	ELECTRIC & GAS INDUSTRIES ASSN	00458701	45351	CONTRACTORS VETTED/APPROVED	Elec OperatingGrant Trust Fund	1,350.00
				Total for Payment No.:		6,350.00

**Payment No: 638615**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	ENDEAVOUR STORAGE SOLUTIONS	00458492	224420	CONEX BOX RENT - ST. 8 REMODEL	General Fund	87.20
				Total for Payment No.:		87.20

**Payment No: 638616**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	ENVIRONMENTAL RISK SERVICES	00458818	5981	CHANGE ORDER #1 - ADDITIONAL F	Deposit Funds.	2,467.50
				Total for Payment No.:		2,467.50

**Payment No: 638617**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	FARMER BROTHERS COFFEE	00458685	69627867	SRNUT	Park and Rec Opr GrantTst Fund	356.65
				Total for Payment No.:		356.65

**Payment No: 638618**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	FEDERAL EXPRESS	00458471	6-833-18800	MISC ADMIN SHIPPING	Electric Utility	6.60
11/27/2019	FEDERAL EXPRESS	00458471	6-833-18800	MISC. RESOURCES SHIPPING	Electric Utility	25.22

Total for Payment No.: 31.82

**Payment No: 638619**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	FISHER SCIENTIFIC	00459152	2243248	RADEYE RADIATION METERS; CATAL	General Fund	4,597.63
11/27/2019	FISHER SCIENTIFIC	00459152	2243248	RADEYE RADIATION DETECTOR CATA	General Fund	2,940.83
11/27/2019	FISHER SCIENTIFIC	00459152	2243248	RADEYE HOLSTER CATALOG NUMBER	General Fund	212.55
11/27/2019	FISHER SCIENTIFIC	00459152	2243248	TRANSFER CABLE CATALOG NUMBER	General Fund	557.95
11/27/2019	FISHER SCIENTIFIC	00459152	2243248	RADEYE DESKTOP HOLDER CATALOG	General Fund	117.35
11/27/2019	FISHER SCIENTIFIC	00459152	2243248	FREIGHT	General Fund	100.00
Total for Payment No.:						8,526.31

**Payment No: 638620**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	FLYERS ENERGY LLC	00458737	19-017052	MOBIL JET OIL II - OUTAGE	Electric Utility	24,531.42
11/27/2019	FLYERS ENERGY LLC	00458737	19-017052	CA MOTOR OIL FEE	Electric Utility	17.99
11/27/2019	FLYERS ENERGY LLC	00458737	19-017052	CALIFORNIA RECYCLING FEE (TAX)	Electric Utility	86.33
11/27/2019	FLYERS ENERGY LLC	00458737	19-017052	REGULATORY COMPLIANCE FEE(TAX)	Electric Utility	7.58
Total for Payment No.:						24,643.32

**Payment No: 638621**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	GAETAN KENWAY	00458721	R220-EVC-033	EV CHGR REB 59467-02	Elec OperatingGrant Trust Fund	750.00
Total for Payment No.:						750.00

**Payment No: 638622**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	GLENN ABY	00458557	R220-EVC-029	EV CHGR REB 32595-01	Elec OperatingGrant Trust Fund	750.00
				Total for Payment No.:		750.00

**Payment No: 638623**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	HELENE ROTHSCHILD	00458494	32549NOV2019	BEHAVIORAL HEALTH	General Fund	160.00
				Total for Payment No.:		160.00

**Payment No: 638624**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	HOME DEPOT USA	00456911	514271584	JANITORIAL SUPPLIES	General Fund	786.18
				Total for Payment No.:		786.18

**Payment No: 638625**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	HUGHES NETWORK SYSTEMS LLC	00458476	B1-350427988	METER SVC G2 ENERGY NOV19	Electric Utility	101.94
				Total for Payment No.:		101.94

**Payment No: 638626**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	JAM SERVICES INC	00459023	124856	RELAY, FLASH TRANSFER. RENO A	Electric Utility	327.00
				Total for Payment No.:		327.00

**Payment No: 638627**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	JANE ELLEN LIGHT	00458821	31896OCT2019	Providing executive coaching f	General Fund	3,300.00
				Total for Payment No.:		3,300.00

**Payment No: 638628**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	JULIE ROEDELL	00458722	R219-EVC-007	EV CHGR REB;; 30242-02	Elec OperatingGrant Trust Fund	615.00
				Total for Payment No.:		615.00

**Payment No: 638629**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	KOFFLER	00458769	0093475-IN	200HP CHANGE OUT - LABOR	Electric Utility	2,268.00
11/27/2019	KOFFLER	00458769	0093475-IN	200HP CHANGE OUT - BOOM CRANE	Electric Utility	1,100.00
				Total for Payment No.:		3,368.00

**Payment No: 638630**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	LAW ENFORCEMENT PSYCHOLOGICAL	00458717	1911975	ASSESSMENT: COMM DISPATCHER	General Fund	400.00
11/27/2019	LAW ENFORCEMENT PSYCHOLOGICAL	00458717	1911975	ASSESSMENT: POLICE OFFICER	General Fund	800.00
				Total for Payment No.:		1,200.00

**Payment No: 638631**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	LN CURTIS & SONS	00458491	INV332520	BLACK STRAP HANDLELOCK	General Fund	94.65
11/27/2019	LN CURTIS & SONS	00458495	INV333372	STRUCTORAL BOOTS	Fire Department	469.11
11/27/2019	LN CURTIS & SONS	00458497	INV334069	WILDLAND CHAPS	General Fund	576.54
				Total for Payment No.:		1,140.30

**Payment No: 638632**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	MALLORY SAFETY & SUPPLY LLC	00458472	4728548	NATSA-IZLSVPL LARGE LOGO ON UP	Electric Utility	19.29
11/27/2019	MALLORY SAFETY & SUPPLY LLC	00458472	4728548	NATSA-IZLSVPS SMALL LOGO FRONT	Electric Utility	14.17

11/27/2019	MALLORY SAFETY & SUPPLY LLC	00458472	4728548	NATSA-V21HA3Z-LG VEST CLASS 3	Electric Utility	199.36
				Total for Payment No.:		232.82
<b>Payment No: 638633</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
11/27/2019	MANAGEMENT PARTNERS INC	00458803	INV07722	Facilitate CMO Performance Eva	General Fund	7,900.00
				Total for Payment No.:		7,900.00
<b>Payment No: 638634</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
11/27/2019	MATHEW BENDER & CO., INC.	00459175	14413531	LEGAL REFERENCES	General Fund	452.97
				Total for Payment No.:		452.97
<b>Payment No: 638635</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
11/27/2019	MATTHEW CEPE	00459046	33277NOV2019	FULL SETTLEMENT OF CLAIM	Special Liability Insurance	375.00
				Total for Payment No.:		375.00
<b>Payment No: 638636</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
11/27/2019	MOTT MACDONALD GROUP, LLC	00458743	393484-17	AGREEMENT FOR SANITARY SEWER C	Sewer Utility Construction	14,401.15
				Total for Payment No.:		14,401.15
<b>Payment No: 638637</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
11/27/2019	MTH ENGINEERS INC	00458503	12250	ENG & CONST DESIGN JUL19FAIRVI	Electric Utility Construction	24,720.00
				Total for Payment No.:		24,720.00

**Payment No: 638638**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	NEHA GOYAL	00458558	R220-EVC-028	EV CHGR REB 69598-05	Elec OperatingGrant Trust Fund	750.00
				Total for Payment No.:		750.00

**Payment No: 638639**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	NI GOVERNMENT SERVICES	00458498	9101327899	SATELLITE PHONE SERVICE FIRE	General Fund	77.37
11/27/2019	NI GOVERNMENT SERVICES	00458772	9101327891	MONTHLY FEES SATTELITE RADIOS	General Fund	77.37
				Total for Payment No.:		154.74

**Payment No: 638640**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	NORTH BAY WATERWORKS	00459024	217	USED WATER MAIN VALVE TAPPING	Water Utility	46,325.00
				Total for Payment No.:		46,325.00

**Payment No: 638641**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	OCLC INC	00458298	0000690637	CATALOG & METADATA	General Fund	2,788.04
				Total for Payment No.:		2,788.04

**Payment No: 638642**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	ORCHARD COMMERCIAL, INC	00459183	9448NOV2019	FY 2019-20 PROPERTY MANAGEMENT	Convention Cnt Maintenance Dis	6,459.00
11/27/2019	ORCHARD COMMERCIAL, INC	00459184	9448NOV2019A	FY 2019-20 PROPERTY MANAGEMENT	Convention Cnt Maintenance Dis	6,459.00
				Total for Payment No.:		12,918.00

**Payment No: 638643**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	PACIFIC IMPRESSIONS	00458714	00070715	HANES 5450 YOUTH T'S BLK, M	General Fund	685.34
				Total for Payment No.:		685.34

**Payment No: 638644**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	PETER GASIOROWSKI	00458556	R220-EVC-030	EV CHGR REB 56335-07	Elec OperatingGrant Trust Fund	639.00
				Total for Payment No.:		639.00

**Payment No: 638645**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	PRAETORIAN DIGITAL; EVALS	00457994	010135-1720	EVALS ANNUAL LICENSE FEES	General Fund	2,250.00
				Total for Payment No.:		2,250.00

**Payment No: 638646**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	PRESTON PIPELINES INC	00458857	1904304 REVISED	EMERGENCY SEWER REPAIR ON LAFA	Sewer Utility Construction	17,848.69
				Total for Payment No.:		17,848.69

**Payment No: 638647**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	PRO DOOR AND GLASS	00458750	37245	EL CAMINO GATE REPAIR PO23661	General Fund	15,551.40
				Total for Payment No.:		15,551.40

**Payment No: 638648**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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11/27/2019	QUARTAROLI, GUIDO	00458776	22540NOV2019	PERS ADVANCE PENSION-NOV19	Workers Compensation	6,445.48
Total for Payment No.:						6,445.48

**Payment No: 638649**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	R & B CO	00459026	S1887680.001	POLYWRAP, BLUE, F/1 - 1/2 COPP	Water Utility	114.45
11/27/2019	R & B CO	00459027	S1888797.001	PLUG, MJ, 6IN, TAP 2IN, DI, C-	Water Utility	269.62
11/27/2019	R & B CO	00459028	S1889368.001	ELBOW, FLANGED, 90 DEGREES, 4I	Water Utility	499.77
Total for Payment No.:						883.84

**Payment No: 638650**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	RED HAWK FIRE & SECURITY	00458834	3492679	LABOR	General Fund	660.00
11/27/2019	RED HAWK FIRE & SECURITY	00458834	3492679	MATERIALS	General Fund	22.05
Total for Payment No.:						682.05

**Payment No: 638651**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	REED & GRAHAM INC	00459029	960951	COLD MIX & BASE ROCK	Water Utility Construction	750.99
11/27/2019	REED & GRAHAM INC	00459029	960951	COLD MIX & BASE ROCK	Water Utility	300.41
11/27/2019	REED & GRAHAM INC	00459029	960951	COLD MIX & BASE ROCK	Electric Utility Construction	375.51
11/27/2019	REED & GRAHAM INC	00459029	960951	COLD MIX & BASE ROCK	Sewer Utility	75.10
11/27/2019	REED & GRAHAM INC	00459030	961280	COLD MIX & BASE ROCK	Water Utility Construction	219.80
11/27/2019	REED & GRAHAM INC	00459030	961280	COLD MIX & BASE ROCK	Water Utility	87.92
11/27/2019	REED & GRAHAM INC	00459030	961280	COLD MIX & BASE ROCK	Electric Utility Construction	109.91
11/27/2019	REED & GRAHAM INC	00459030	961280	COLD MIX & BASE ROCK	Sewer Utility	21.98

11/27/2019	REED & GRAHAM INC	00459032	957917	COLD MIX & BASE ROCK	Water Utility Construction	2,211.88
11/27/2019	REED & GRAHAM INC	00459032	957917	COLD MIX & BASE ROCK	Water Utility	884.75
11/27/2019	REED & GRAHAM INC	00459032	957917	COLD MIX & BASE ROCK	Electric Utility Construction	1,105.94
11/27/2019	REED & GRAHAM INC	00459032	957917	COLD MIX & BASE ROCK	Sewer Utility	221.19
11/27/2019	REED & GRAHAM INC	00459033	954384	COLD MIX & BASE ROCK	Water Utility Construction	763.30
11/27/2019	REED & GRAHAM INC	00459033	954384	COLD MIX & BASE ROCK	Water Utility	305.33
11/27/2019	REED & GRAHAM INC	00459033	954384	COLD MIX & BASE ROCK	Electric Utility Construction	381.67
11/27/2019	REED & GRAHAM INC	00459033	954384	COLD MIX & BASE ROCK	Sewer Utility	76.34
11/27/2019	REED & GRAHAM INC	00459034	954675	COLD MIX & BASE ROCK	Water Utility Construction	281.74
11/27/2019	REED & GRAHAM INC	00459034	954675	COLD MIX & BASE ROCK	Water Utility	112.70
11/27/2019	REED & GRAHAM INC	00459034	954675	COLD MIX & BASE ROCK	Electric Utility Construction	140.88
11/27/2019	REED & GRAHAM INC	00459034	954675	COLD MIX & BASE ROCK	Sewer Utility	28.17
11/27/2019	REED & GRAHAM INC	00459035	954079	COLD MIX & BASE ROCK	Water Utility Construction	754.98
11/27/2019	REED & GRAHAM INC	00459035	954079	COLD MIX & BASE ROCK	Water Utility	301.99
11/27/2019	REED & GRAHAM INC	00459035	954079	COLD MIX & BASE ROCK	Electric Utility Construction	377.50
11/27/2019	REED & GRAHAM INC	00459035	954079	COLD MIX & BASE ROCK	Sewer Utility	75.50
11/27/2019	REED & GRAHAM INC	00459036	953323	COLD MIX & BASE ROCK	Water Utility Construction	769.29
11/27/2019	REED & GRAHAM INC	00459036	953323	COLD MIX & BASE ROCK	Water Utility	307.71
11/27/2019	REED & GRAHAM INC	00459036	953323	COLD MIX & BASE ROCK	Electric Utility Construction	384.65
11/27/2019	REED & GRAHAM INC	00459036	953323	COLD MIX & BASE ROCK	Sewer Utility	76.94
11/27/2019	REED & GRAHAM INC	00459037	953390	COLD MIX & BASE ROCK	Water Utility Construction	757.36
11/27/2019	REED & GRAHAM INC	00459037	953390	COLD MIX & BASE ROCK	Water Utility	302.95
11/27/2019	REED & GRAHAM INC	00459037	953390	COLD MIX & BASE ROCK	Electric Utility Construction	378.69
11/27/2019	REED & GRAHAM INC	00459037	953390	COLD MIX & BASE ROCK	Sewer Utility	75.73

11/27/2019	REED & GRAHAM INC	00459038	953322	COLD MIX & BASE ROCK	Water Utility Construction	729.76
11/27/2019	REED & GRAHAM INC	00459038	953322	COLD MIX & BASE ROCK	Water Utility	291.91
11/27/2019	REED & GRAHAM INC	00459038	953322	COLD MIX & BASE ROCK	Electric Utility Construction	364.89
11/27/2019	REED & GRAHAM INC	00459038	953322	COLD MIX & BASE ROCK	Sewer Utility	72.98
11/27/2019	REED & GRAHAM INC	00459040	951246	COLD MIX & BASE ROCK	Water Utility Construction	780.60
11/27/2019	REED & GRAHAM INC	00459040	951246	COLD MIX & BASE ROCK	Water Utility	312.22
11/27/2019	REED & GRAHAM INC	00459040	951246	COLD MIX & BASE ROCK	Electric Utility Construction	390.29
11/27/2019	REED & GRAHAM INC	00459040	951246	COLD MIX & BASE ROCK	Sewer Utility	78.06
11/27/2019	REED & GRAHAM INC	00459041	953321	COLD MIX & BASE ROCK	Water Utility Construction	745.11
11/27/2019	REED & GRAHAM INC	00459041	953321	COLD MIX & BASE ROCK	Water Utility	298.04
11/27/2019	REED & GRAHAM INC	00459041	953321	COLD MIX & BASE ROCK	Electric Utility Construction	372.55
11/27/2019	REED & GRAHAM INC	00459041	953321	COLD MIX & BASE ROCK	Sewer Utility	74.51
				Total for Payment No.:		17,529.72

**Payment No: 638652**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	REGENTS OF THE UNIV OF CALIF	00459178	10900887	LEGAL REFERENCES	General Fund	276.03
11/27/2019	REGENTS OF THE UNIV OF CALIF	00459179	10898534	LEGAL REFERENCES	General Fund	194.28
				Total for Payment No.:		470.31

**Payment No: 638653**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	ROTO-ROOTER SERVICES COMPANY	00458833	19321317633	LABOR	General Government - Other	1,040.00
11/27/2019	ROTO-ROOTER SERVICES COMPANY	00458833	19321317633	MATERIALS	General Government - Other	549.70
				Total for Payment No.:		1,589.70

**Payment No: 638654**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	SAFETY-KLEEN SYSTEMS INC	00458727	81204266	RECOVERY FEE	Electric Utility	87.75
11/27/2019	SAFETY-KLEEN SYSTEMS INC	00458727	81204266	50G VAT PARTS WASHER	Electric Utility	1,235.99
				Total for Payment No.:		1,323.74

**Payment No: 638655**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	SAN JOSE MAILING	00458773	3780	MINIMUM WAGE LETTER	General Fund	857.17
11/27/2019	SAN JOSE MAILING	00458773	3780	MAILING -NON TAX	General Fund	1,222.94
11/27/2019	SAN JOSE MAILING	00458798	3768	2330 MONROE ST NOTICE	General Fund	127.31
11/27/2019	SAN JOSE MAILING	00458798	3768	MAILING & POSTAGE	General Fund	677.27
				Total for Payment No.:		2,884.69

**Payment No: 638656**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	SANTA CLARA LIGHTING, INC.	00458841	16513	CENTRAL LIB BALLAST	General Fund	152.49
11/27/2019	SANTA CLARA LIGHTING, INC.	00458842	16668	TASMAN GARAGE	General Fund	480.69
11/27/2019	SANTA CLARA LIGHTING, INC.	00458843	16692	SUPPLIES	General Fund	176.58
				Total for Payment No.:		809.76

**Payment No: 638657**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	SANTA CLARA WEEKLY	00458549	1243885	MUNI FEE SCHED PUBLICATION 2X	General Fund	1,280.00
11/27/2019	SANTA CLARA WEEKLY	00458800	1243592	CITY COUNCIL HEARING 8/27	General Fund	840.00
11/27/2019	SANTA CLARA WEEKLY	00459173	1243906	ORDINANCE 2007	General Fund	624.00
				Total for Payment No.:		2,744.00

**Payment No: 638658**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	SCHAAF & WHEELER CONSULTING	00458749	31899	AGREEMENT FOR CONSULTING SERVI	Storm Drain	2,040.00
				Total for Payment No.:		2,040.00

**Payment No: 638659**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	SCOTT SORENSON	00459134	14532NOV2019	PERS ADVANCE DISABILITY NOV19	Workers Compensation	3,316.88
				Total for Payment No.:		3,316.88

**Payment No: 638660**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	SHRED-IT USA LLC	00458731	8128436559	DESTRUCT CONFIDENTIAL MATERIAL	General Fund	700.08
				Total for Payment No.:		700.08

**Payment No: 638661**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	SOURCEPOINT POWERED BY PROFORMA	00458797	0B91030933	LUGGAGE TAGS	General Fund	2,409.91
				Total for Payment No.:		2,409.91

**Payment No: 638662**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	STEVEN DOLEZAL	00458673	892OCT2019	PSYCH CONSULTANT SERVICES OCT	General Fund	2,250.00
				Total for Payment No.:		2,250.00

**Payment No: 638663**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	STORAGE EXPRESS INC	00458531	66144	20-FT STORAGE CONTAINER RENTAL	Electric Utility	81.75
				Total for Payment No.:		81.75

**Payment No: 638664**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	SWA SERVICES GROUP	00458835	20941	JANITORIAL NOV	General Fund	70,487.64
11/27/2019	SWA SERVICES GROUP	00458836	20943	WAX AT DVR	Electric Utility	58.50
11/27/2019	SWA SERVICES GROUP	00458837	20933	SCCC LOW RISE CANOPIES	Convention Cnt Maintenance Dis	8,270.10
11/27/2019	SWA SERVICES GROUP	00458838	20937	PD PARKINGLOT AREA	General Fund	497.00
				Total for Payment No.:		79,313.24

**Payment No: 638665**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	SWAGELOK NORTHERN CALIFORNIA	00458548	34919	TUBE SUPPORT STRIP	Electric Utility	34.89
11/27/2019	SWAGELOK NORTHERN CALIFORNIA	00458548	34919	MALE ELBOW	Electric Utility	35.45
11/27/2019	SWAGELOK NORTHERN CALIFORNIA	00458548	34919	PORT CONNECTOR 3/8"X1/4"	Electric Utility	83.46
11/27/2019	SWAGELOK NORTHERN CALIFORNIA	00458548	34919	FERRULE SETS	Electric Utility	352.79
11/27/2019	SWAGELOK NORTHERN CALIFORNIA	00458548	34919	BULKHEAD RETAINERS	Electric Utility	48.98
11/27/2019	SWAGELOK NORTHERN CALIFORNIA	00458548	34919	UNION TEE 1/4"	Electric Utility	325.27
11/27/2019	SWAGELOK NORTHERN CALIFORNIA	00458548	34919	PORT CONNECTOR 1/4"	Electric Utility	80.78
				Total for Payment No.:		961.62

**Payment No: 638666**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	SYNERGETIC CONSULTING INC	00458399	19-0619	Project Support Accela Oct 19	General Fund	230.00
				Total for Payment No.:		230.00

**Payment No: 638667**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	TELEFLEX LLC	00458695	9501829146	IO NEEDLES (15, 12, 45 MM)	General Fund	2,412.99
11/27/2019	TELEFLEX LLC	00458696	9501829148	IO DRIVER	General Fund	82.26

Total for Payment No.:

2,495.25

**Payment No: 638668**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	TESLA ENERGY OPERATIONS	00458477	R218-RPV-061	PV REB 79272-02	Elec OperatingGrant Trust Fund	1,722.00
11/27/2019	TESLA ENERGY OPERATIONS	00458477	R218-RPV-061	PV REB REIM PERMIT FEE79272-02	Elec OperatingGrant Trust Fund	150.00
11/27/2019	TESLA ENERGY OPERATIONS	00458478	R218-RPV-057	PV REBATE 79417-02	Elec OperatingGrant Trust Fund	1,722.00
11/27/2019	TESLA ENERGY OPERATIONS	00458478	R218-RPV-057	PV REB REIM PERMIT FEE79417-02	Elec OperatingGrant Trust Fund	150.60
11/27/2019	TESLA ENERGY OPERATIONS	00458479	R218-RPV-074	PV REB 79318-01	Elec OperatingGrant Trust Fund	1,722.00
11/27/2019	TESLA ENERGY OPERATIONS	00458479	R218-RPV-074	PV REB REIM PERMIT FEE79318-01	Elec OperatingGrant Trust Fund	150.00
11/27/2019	TESLA ENERGY OPERATIONS	00458480	R218-RPV-075	PV REB 79393-02	Elec OperatingGrant Trust Fund	1,722.00
11/27/2019	TESLA ENERGY OPERATIONS	00458480	R218-RPV-075	PV REB REIM PERMIT FEE79393-02	Elec OperatingGrant Trust Fund	150.60
11/27/2019	TESLA ENERGY OPERATIONS	00458481	R218-RPV-076	PV REB 79405-02	Elec OperatingGrant Trust Fund	1,722.00
11/27/2019	TESLA ENERGY OPERATIONS	00458481	R218-RPV-076	PV REB REIM PERMIT FEE79405-02	Elec OperatingGrant Trust Fund	150.60
11/27/2019	TESLA ENERGY OPERATIONS	00458482	R218-RPV-073	PV REB 79418-02	Elec OperatingGrant Trust Fund	1,722.00
11/27/2019	TESLA ENERGY OPERATIONS	00458482	R218-RPV-073	PV REB REIM PERMIT FEE79418-02	Elec OperatingGrant Trust Fund	150.60
11/27/2019	TESLA ENERGY OPERATIONS	00458483	R218-RPV-071	PV REB 79260-02	Elec OperatingGrant Trust Fund	1,722.00
11/27/2019	TESLA ENERGY OPERATIONS	00458483	R218-RPV-071	PV REB REIM PERMIT FEE79260-02	Elec OperatingGrant Trust Fund	150.60
11/27/2019	TESLA ENERGY OPERATIONS	00458484	R218-RPV-072	PV REB 79319-02	Elec OperatingGrant Trust Fund	1,722.00
11/27/2019	TESLA ENERGY OPERATIONS	00458484	R218-RPV-072	PV REB REIM PERMIT FEE79319-02	Elec OperatingGrant Trust Fund	150.60
11/27/2019	TESLA ENERGY OPERATIONS	00458485	R218-RPV-070	PV REB 79414-02	Elec OperatingGrant Trust Fund	1,722.00

11/27/2019	TESLA ENERGY OPERATIONS	00458485	R218-RPV-070	PV REB REIM PERMIT FEE79414-02	Elec OperatingGrant Trust Fund	150.60
Total for Payment No.:						16,852.20

**Payment No: 638669**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	THOMSON REUTERS WEST	00459160	841036848	ONLINE DATABASE SEPT2019	General Fund	1,137.00
11/27/2019	THOMSON REUTERS WEST	00459163	841144533	LEGAL REFERENCES	General Fund	706.32
11/27/2019	THOMSON REUTERS WEST	00459165	841144532	LEGAL REFERENCES	General Fund	376.05
Total for Payment No.:						2,219.37

**Payment No: 638670**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	TOM GOODSON	00459186	11/19/19 CLASS REFUND	PARKS DEPT REFUND	General Fund	67.00
Total for Payment No.:						67.00

**Payment No: 638671**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	UNIFIRST CORPORATION	00458486	385 0360114	GARMENT RENT/CLEAN SVCS SUB	Electric Utility	668.05
11/27/2019	UNIFIRST CORPORATION	00458487	385 0360108	GARMENT RENTAL/CLEANING T&D	Electric Utility	1,124.16
11/27/2019	UNIFIRST CORPORATION	00458488	385 0360115	GARMENT RENT/CLEAN SVCS AD1705	Electric Utility	94.59
11/27/2019	UNIFIRST CORPORATION	00458708	385 0357315	GARMENT RENTAL/CLEANING T&D	Electric Utility	1,132.16
11/27/2019	UNIFIRST CORPORATION	00458708	385 0357315	NEW CLOTHES R.WALTON	Electric Utility	227.60
11/27/2019	UNIFIRST CORPORATION	00458709	385 0360169	GARMENT RENT/CLEANING SVC CH	Electric Utility	157.51
11/27/2019	UNIFIRST CORPORATION	00458710	385 0360106	GARMENT RENT/CLEAN SVCS DVR	Electric Utility	616.77
11/27/2019	UNIFIRST CORPORATION	00458711	385 0360107	GARMENT RENTAL/CLEANING SVP IT	Electric Utility	54.78
11/27/2019	UNIFIRST CORPORATION	00458711	385 0360107	DELIVERY FEE SVP	Electric Utility	11.50
11/27/2019	UNIFIRST CORPORATION	00458718	385 0360110	GARMENT RENTAL/CLEANING 881ENG	Electric Utility	154.62
11/27/2019	UNIFIRST CORPORATION	00458718	385 0360110	NEW CLOTHES A. CHUA	Electric Utility	8.98



Total for Payment No.: 4,250.72

**Payment No: 638672**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	UNIQUE TOWING	00458770	00134521	TAG #131610	General Fund	215.00
11/27/2019	UNIQUE TOWING	00458771	00134520	TAG#132072	General Fund	215.00
Total for Payment No.:						430.00

**Payment No: 638673**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	UNITED SITE SERVICES INC	00458677	114-9394125	RESTROOM RENT@LAF 10/31-11/27	Electric Utility	10.91
11/27/2019	UNITED SITE SERVICES INC	00458677	114-9394125	WKLY RSTRM SRV@LAF 10/31-11/27	Electric Utility	55.00
11/27/2019	UNITED SITE SERVICES INC	00458677	114-9394125	ENVIRONMENTAL FEE	Electric Utility	6.99
11/27/2019	UNITED SITE SERVICES INC	00458678	114-9384414	RESTROOM RENT@ZENO10/29-11/25	Electric Utility	10.90
11/27/2019	UNITED SITE SERVICES INC	00458678	114-9384414	WKLY SINK REST@ZENO10/29-11/25	Electric Utility	55.00
11/27/2019	UNITED SITE SERVICES INC	00458678	114-9384414	2 SINK RENT@ZENO10/29-11/25	Electric Utility	10.90
11/27/2019	UNITED SITE SERVICES INC	00458678	114-9384414	WKLY SINK SRV@ZENO 10/29-11/25	Electric Utility	85.00
11/27/2019	UNITED SITE SERVICES INC	00458678	114-9384414	ENVIRONMENTAL FEE	Electric Utility	17.21
Total for Payment No.:						251.91

**Payment No: 638674**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	WASHINGTON TRUST BANK	00459133	191101-274163	OCTOBER 2019 VEBA CUSTODY FEE	General Fund	1,039.98
Total for Payment No.:						1,039.98

**Payment No: 638675**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	WEST COAST CODE CONSULTANTS INC	00459188	219-010-004-01	Agreement for Plan Review Cont	General Fund	11,715.00
Total for Payment No.:						11,715.00

**Payment No: 638676**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	WESTERN EXTERMINATOR COMPANY	00458860	7495371	BUILDING MAINT	General Fund	336.00
11/27/2019	WESTERN EXTERMINATOR COMPANY	00458860	7495371	BERRYESSA ADOBE	General Fund	63.00
11/27/2019	WESTERN EXTERMINATOR COMPANY	00458860	7495371	PD	General Fund	135.41
11/27/2019	WESTERN EXTERMINATOR COMPANY	00458860	7495371	STREETS	General Fund	201.41
11/27/2019	WESTERN EXTERMINATOR COMPANY	00458860	7495371	FIRe	General Fund	801.64
11/27/2019	WESTERN EXTERMINATOR COMPANY	00458860	7495371	CENTRAL LIB	General Fund	153.41
11/27/2019	WESTERN EXTERMINATOR COMPANY	00458860	7495371	NORTHSIDE	General Fund	91.66
11/27/2019	WESTERN EXTERMINATOR COMPANY	00458860	7495371	MISSION LIB	General Fund	74.41
11/27/2019	WESTERN EXTERMINATOR COMPANY	00458860	7495371	parks	Cemetery	893.12
11/27/2019	WESTERN EXTERMINATOR COMPANY	00458860	7495371	SVP DUANE	Electric Utility	63.00
11/27/2019	WESTERN EXTERMINATOR COMPANY	00458860	7495371	SVP ROBERS	Electric Utility	63.00
11/27/2019	WESTERN EXTERMINATOR COMPANY	00458860	7495371	SVP MARTIN	Electric Utility	74.00
11/27/2019	WESTERN EXTERMINATOR COMPANY	00458860	7495371	PURCH WAREHOUSE	General Fund	63.00
11/27/2019	WESTERN EXTERMINATOR COMPANY	00458860	7495371	EOC	General Fund	73.00
11/27/2019	WESTERN EXTERMINATOR COMPANY	00458860	7495371	HARRIS LASS	Public Buildings	63.00
11/27/2019	WESTERN EXTERMINATOR COMPANY	00458860	7495371	HEADEN INMAN	Public Buildings	63.00
11/27/2019	WESTERN EXTERMINATOR COMPANY	00458860	7495371	JAMISON BROWN	Public Buildings	63.75
11/27/2019	WESTERN EXTERMINATOR COMPANY	00458860	7495371	TRITON	Public Buildings	91.66
11/27/2019	WESTERN EXTERMINATOR COMPANY	00458860	7495371	MORSE MANSION	General Government - Other	85.00
11/27/2019	WESTERN EXTERMINATOR COMPANY	00458860	7495371	TASMAN	General Fund	217.00
11/27/2019	WESTERN EXTERMINATOR COMPANY	00458860	7495371	CEMETRY	Cemetery	63.00
				Total for Payment No.:		3,732.47

**Payment No: 638677**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/27/2019	WESTERN EXTERMINATOR COMPANY	00458856	7533488	SCCC	Convention Cnt Maintenance Dis	70.00

11/27/2019	WESTERN EXTERMINATOR COMPANY	00458858	7534817	1500 CIVIC CENTER	General Government - Other	45.00
11/27/2019	WESTERN EXTERMINATOR COMPANY	00458859	7548324	HEART OF VALLEY	Public Buildings	50.00
				Total for Payment No.:		165.00
				Overall Total		2,336,956.42



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

Run Date 12/3/2019  
Run Time 14:19:48 PM

Sorted by Payment Number

Payment No: 014369

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	ACT ENVIRO	00459001	257047	ENERGY RECOVERY FEE	Electric Utility	69.52
12/05/2019	ACT ENVIRO	00459001	257047	8 HRS LABOR CHEMIST 10/30/19	Electric Utility	536.00
12/05/2019	ACT ENVIRO	00459001	257047	SUPPLIES 10/30/19	Electric Utility	163.50
12/05/2019	ACT ENVIRO	00459001	257047	HAND PUMP - LARGE 10/30/19	Electric Utility	54.50
12/05/2019	ACT ENVIRO	00459001	257047	PPE GEAR LEVEL D 10/30/19	Electric Utility	8.72
12/05/2019	ACT ENVIRO	00459001	257047	GEAR TRUCK (BOB TAIL) 10/30/19	Electric Utility	125.00
12/05/2019	ACT ENVIRO	00459002	257219	ANALYTICALS SAMPLES REDO GIA	Electric Utility	760.00
12/05/2019	ACT ENVIRO	00459003	257314	ENERGY RECOVERY FEE	Electric Utility	161.46
12/05/2019	ACT ENVIRO	00459003	257314	MANIFEST FEE	Electric Utility	30.00
12/05/2019	ACT ENVIRO	00459003	257314	8 HRS LABOR TANKER DRIVER	Electric Utility	570.00
12/05/2019	ACT ENVIRO	00459003	257314	PPE GEAR LEVEL D	Electric Utility	8.00
12/05/2019	ACT ENVIRO	00459003	257314	350 GALLON USED OIL	Electric Utility	87.50
12/05/2019	ACT ENVIRO	00459003	257314	WASHOUT FEE FOR TANKER	Electric Utility	650.00
12/05/2019	ACT ENVIRO	00459004	257505	OILY DEBRIS	Electric Utility	450.00
12/05/2019	ACT ENVIRO	00459004	257505	AEROSOLS	Electric Utility	330.00
12/05/2019	ACT ENVIRO	00459004	257505	OILY WATER 10/23/19	Electric Utility	520.00
12/05/2019	ACT ENVIRO	00459004	257505	MINERAL OIL	Electric Utility	145.00
12/05/2019	ACT ENVIRO	00459004	257505	55 GALLON RECON POLY DRUM(TAX)	Electric Utility	63.22
12/05/2019	ACT ENVIRO	00459004	257505	ENERGY RECOVERY FEE	Electric Utility	215.68
12/05/2019	ACT ENVIRO	00459004	257505	MANIFEST FEE	Electric Utility	60.00
12/05/2019	ACT ENVIRO	00459004	257505	8 HRS LABOR CHEMIST 10/23/19	Electric Utility	536.00
12/05/2019	ACT ENVIRO	00459004	257505	SUPPLIES	Electric Utility	150.00
12/05/2019	ACT ENVIRO	00459004	257505	HAND PUMP LARGE	Electric Utility	50.00

12/05/2019	ACT ENVIRO	00459004	257505	PPE GEAR LEVEL D	Electric Utility	8.00
12/05/2019	ACT ENVIRO	00459004	257505	TRANSPORTATION 55 GALLON	Electric Utility	264.00
12/05/2019	ACT ENVIRO	00459004	257505	GEAR TRUCK (BOBTAIL) 10/23/19	Electric Utility	125.00
				Total for Payment No.:		6,141.10

**Payment No: 014370**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	AMAZON.COM	00458861	90NOV2019	1241 AD BK	General Fund	1,119.25
12/05/2019	AMAZON.COM	00458861	90NOV2019	1231 Juv DVD	General Fund	289.11
12/05/2019	AMAZON.COM	00458861	90NOV2019	1241 AD ABK/DVD	General Fund	118.17
12/05/2019	AMAZON.COM	00458861	90NOV2019	1231 Juv BK	General Fund	16.37
12/05/2019	AMAZON.COM	00458861	90NOV2019	1235 Juv BK	General Fund	34.74
12/05/2019	AMAZON.COM	00458861	90NOV2019	1236 Juv VG	General Fund	192.58
12/05/2019	AMAZON.COM	00458861	90NOV2019	1232 YA BK	General Fund	32.52
12/05/2019	AMAZON.COM	00458861	90NOV2019	1234 AD BK	General Fund	37.34
				Total for Payment No.:		1,840.08

**Payment No: 014371**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	ANIXTER INC.	00458895	4327025-00	CABLE HOOKS	Electric Utility	637.11
12/05/2019	ANIXTER INC.	00458896	4384000-00	CAPACITOR FUSE 45A	Electric Utility	903.66
12/05/2019	ANIXTER INC.	00458897	4392615-00	CUTTER ESG25LXB	Electric Utility	2,545.15
12/05/2019	ANIXTER INC.	00459628	4429664-02	WIRE, 600V, AL, 1/C, #4 STR.,	Electric Utility	1,863.90
12/05/2019	ANIXTER INC.	00459629	4429664-03	WIRE, 600V, AL, 1/C, #4 STR.,	Electric Utility	621.30
12/05/2019	ANIXTER INC.	00459630	4235339-00	TRANSFORMER, PAD, 75 KVA, 120/	Electric Utility	32,503.80
12/05/2019	ANIXTER INC.	00459631	4384000-04	PHOTO-EYE, MULTI-TAP, VOLTAGE	Electric Utility	3,958.03
				Total for Payment No.:		43,032.95

**Payment No: 014372**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	ANIXTER INC.	00459495	4406555-01	CONNECTOR, UG, 15KV, REDUCER,	Electric Utility	2,552.24
12/05/2019	ANIXTER INC.	00459508	4414976-01	SHACKLE, ANCHOR, WITH CLEVIS P	Electric Utility	388.08
12/05/2019	ANIXTER INC.	00459509	4422219-00	CABLE TIE, 20IN LG X .50IN WID	Electric Utility	3,406.25
12/05/2019	ANIXTER INC.	00459509	4422219-00	CABLE TIE, 3-7/8IN LG X .10IN	Electric Utility	381.50
12/05/2019	ANIXTER INC.	00459509	4422219-00	CABLE TIE, 7-3/8IN LG X .19IN	Electric Utility	463.25
				Total for Payment No.:		7,191.32

**Payment No: 014373**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	BARRY S MILSTONE	00459503	12001	Third party review for CityPla	Deposit Funds.	7,386.62
				Total for Payment No.:		7,386.62

**Payment No: 014374**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	BEST BEST & KRIEGER LLP	00459403	863588	LEGAL SERVICES	Special Liability Insurance	1,709.68
12/05/2019	BEST BEST & KRIEGER LLP	00459404	861666	LEGAL SERVICES	Special Liability Insurance	198.17
12/05/2019	BEST BEST & KRIEGER LLP	00459405	859229	LEGAL SERVICES	Special Liability Insurance	395.59
12/05/2019	BEST BEST & KRIEGER LLP	00459406	857058	LEGAL SERVICES	Special Liability Insurance	234.00
12/05/2019	BEST BEST & KRIEGER LLP	00459407	859228	CHANGE ORDER #1 ADD FUNDS PER	Electric Utility	102.00
12/05/2019	BEST BEST & KRIEGER LLP	00459408	857176	CHANGE ORDER #1 ADD FUNDS PER	Electric Utility	221.00
				Total for Payment No.:		2,860.44

**Payment No: 014375**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	BUCKLES-SMITH	00459227	3174685-00	POCKET FUSE FILLER	Electric Utility	32.99
12/05/2019	BUCKLES-SMITH	00459227	3174685-00	1-1/4 FEND ER WASH ER ZP	Electric Utility	18.45

Total for Payment No.: 51.44

**Payment No: 014376**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	BURKE, WILLIAMS & SORENSEN LLP	00459413	246277	LEGAL SERVICES	Deposit Funds.	108,010.68
12/05/2019	BURKE, WILLIAMS & SORENSEN LLP	00459414	245234	LEGAL SERVICES	Deposit Funds.	71,704.23
12/05/2019	BURKE, WILLIAMS & SORENSEN LLP	00459418	244438	LEGAL SERVICES	Deposit Funds.	52,305.00
12/05/2019	BURKE, WILLIAMS & SORENSEN LLP	00459421	246714	CHANGE ORDER #1 ADD FUNDS PER	Special Liability Insurance	2,778.36
12/05/2019	BURKE, WILLIAMS & SORENSEN LLP	00459422	245712	CHANGE ORDER #1 ADD FUNDS PER	Special Liability Insurance	3,817.40
12/05/2019	BURKE, WILLIAMS & SORENSEN LLP	00459424	244237	CHANGE ORDER #1 ADD FUNDS PER	Special Liability Insurance	502.74
Total for Payment No.:						239,118.41

**Payment No: 014377**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	CA DEPT OF JUSTICE	00459260	415321	REG & AN LIVESCAN	General Fund	1,391.00
12/05/2019	CA DEPT OF JUSTICE	00459260	415321	PARKS & REC VOL LIVESCAN	General Fund	416.00
Total for Payment No.:						1,807.00

**Payment No: 014378**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	CALIFA GROUP	00459243	2260	1241 AD DB	General Fund	3,630.18
Total for Payment No.:						3,630.18

**Payment No: 014379**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	CAROLYN SUSIE BERLIN	00458974	10585	LEGAL SERVICES SEP19	Electric Utility	2,730.00
12/05/2019	CAROLYN SUSIE BERLIN	00458987	10591(d)	LEGAL SERVICES (NCGC) SEP19	Electric Utility	682.50

Total for Payment No.: 3,412.50

**Payment No: 014380**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	CHRISTOPHER F DIVENS	00459637	24048NOV2019	DOUBLE CIRCUIT BREAKER SEMINAR	Electric Utility	292.00
Total for Payment No.:						292.00

**Payment No: 014381**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	CINTAS CORP #630	00458690	630771388	STREET UNIFORMS	General Fund	333.92
12/05/2019	CINTAS CORP #630	00458690	630771388	FLEET UNIFORMS	Fleet Operation Fund	140.19
12/05/2019	CINTAS CORP #630	00458690	630771388	SAFEWASHER SVC	General Fund	15.24
12/05/2019	CINTAS CORP #630	00458690	630771388	SAFEWASHER SVC	Fleet Operation Fund	15.25
12/05/2019	CINTAS CORP #630	00458758	630753496	FC4 NEUTRAL FLR CLNR	General Fund	36.47
12/05/2019	CINTAS CORP #630	00458759	630753491	UNIFORMS NORTH AREA	General Fund	67.54
12/05/2019	CINTAS CORP #630	00458760	630764930	FC4 NEUTRAL FLR CLNR	General Fund	36.47
12/05/2019	CINTAS CORP #630	00458761	630757672	FC4 NEUTRAL FLR CLNR	General Fund	36.47
12/05/2019	CINTAS CORP #630	00458762	630757666	FC4 NEUTRAL FLR CLNR	General Fund	36.48
12/05/2019	CINTAS CORP #630	00458763	630760714	FC4 NEUTRAL FLR CLNR	General Fund	36.47
12/05/2019	CINTAS CORP #630	00458764	630760713	UNIFORMS NORTH AREA	General Fund	67.54
12/05/2019	CINTAS CORP #630	00458765	630764938	CLEAN CHEM DISP	General Fund	122.09
12/05/2019	CINTAS CORP #630	00458768	630757657	FC4 NEUTRAL FLR CLNR	General Fund	36.47
12/05/2019	CINTAS CORP #630	00459052	630708918	FC4 NEUTRAL FLR CLNR	General Fund	36.47
12/05/2019	CINTAS CORP #630	00459054	630744690	FC4 NEUTRAL FLR CLNR	General Fund	36.48
12/05/2019	CINTAS CORP #630	00459055	630744691	FC4 NEUTRAL FLR CLNR	General Fund	36.47
12/05/2019	CINTAS CORP #630	00459056	630750692	FC4 NEUTRAL FLR CLNR	General Fund	36.47
12/05/2019	CINTAS CORP #630	00459057	630750691	FC4 NEUTRAL FLR CLNR	General Fund	36.48
12/05/2019	CINTAS CORP #630	00459058	630747394	UNIFORMS NORTH AREA	General Fund	67.54
12/05/2019	CINTAS CORP #630	00459059	630747396	FC4 NEUTRAL FLR CLNR	General Fund	36.47



12/05/2019	CINTAS CORP #630	00459060	630750682	FC4 NEUTRAL FLR CLNR	General Fund	36.47
12/05/2019	CINTAS CORP #630	00459062	630750681	UNIFORMS PARKS YARD	General Fund	395.73
12/05/2019	CINTAS CORP #630	00459062	630750681	SANIS SCENT CLIP	General Fund	4.44
12/05/2019	CINTAS CORP #630	00459063	630764929	UNIFORMS PARKS YARD	General Fund	405.77
12/05/2019	CINTAS CORP #630	00459063	630764929	SANIS SCENT CLIP	General Fund	4.44
12/05/2019	CINTAS CORP #630	00459064	630757653	UNIFORMS PARKS YARD	General Fund	459.65
12/05/2019	CINTAS CORP #630	00459064	630757653	SANIS SCENT CLIP	General Fund	4.44
				Total for Payment No.:		2,577.92

**Payment No: 014382**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	CINTAS FIRE PROTECTION #F44	00459081	0F44716076	FIRE EXT SERVICE AUTO - NONTAX	Fleet Operation Fund	561.29
12/05/2019	CINTAS FIRE PROTECTION #F44	00459081	0F44716076	FIRE EXT SERVICE AUTO - TAXABL	Fleet Operation Fund	295.76
				Total for Payment No.:		857.05

**Payment No: 014383**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	COAST COUNTIES TRUCK	00458877	0190875P	PARTS - STOCK	Fleet Operation Fund	24.07
				Total for Payment No.:		24.07

**Payment No: 014384**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	COUNTY OF SANTA CLARA	00458963	1800070274	transp. deputies NFL 111719	General Fund	5,872.80
				Total for Payment No.:		5,872.80

**Payment No: 014385**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	COUNTY OF SANTA CLARA	00458973	1800070259	transp. deputies 111119 NFL	General Fund	7,065.72
				Total for Payment No.:		7,065.72

**Payment No: 014386**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	COUNTY OF SANTA CLARA	00459213	1800069992	transp. deputies NFL 10/27/19	General Fund	5,872.80
				Total for Payment No.:		5,872.80

**Payment No: 014387**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	COUNTY OF SANTA CLARA	00459214	J19-0069	crowd ctrl depts. NFL 11/11/19	General Fund	4,519.11
				Total for Payment No.:		4,519.11

**Payment No: 014388**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	COUNTY OF SANTA CLARA	00459215	J19-0065	crowd ctrl deput. NFL 10/07/20	General Fund	5,784.48
				Total for Payment No.:		5,784.48

**Payment No: 014389**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	DALEO INC	00459516	10715-06	10% CONTINGENCY.	Streets And Highways	6,750.00
12/05/2019	DALEO INC	00459516	10715-06	RETENTION	Streets And Highways	-337.50
				Total for Payment No.:		6,412.50

**Payment No: 014390**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	DIESEL DIRECT WEST	00458878	83355861	DIESEL-FIRE STATION 10 TANK 69	Fleet Operation Fund	1,486.59
12/05/2019	DIESEL DIRECT WEST	00458879	83355860	DIESEL FIRE STATION 9 TANK 68	Fleet Operation Fund	1,527.95
12/05/2019	DIESEL DIRECT WEST	00458880	83355859	FIESEL FIRE STATION 8 TANK 67	Fleet Operation Fund	114.98
12/05/2019	DIESEL DIRECT WEST	00458881	83355858	DIESEL FIRE STATION 7 TANK 66	Fleet Operation Fund	1,531.11
				Total for Payment No.:		4,660.63

**Payment No: 014391**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	DUNCAN WEINBERG GENZER &	00458958	31158 PJS	LEGAL SERVICES AUG19	Electric Utility	71,890.58
12/05/2019	DUNCAN WEINBERG GENZER &	00458958	31158 PJS	LEGAL SVC BUCKS CREEK AUG19	Electric Utility Construction	3,890.00
12/05/2019	DUNCAN WEINBERG GENZER &	00458958	31158 PJS	LEGAL SVC BUCKS CRK CEQA AUG19	Electric Utility Construction	1,520.00
				Total for Payment No.:		77,300.58

**Payment No: 014392**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	ECONOMIC & PLANNING SYSTEMS, INC.	00459528	181136-11	DEVELOPMENT IMPACT FEE STUDY	General Fund	2,206.25
12/05/2019	ECONOMIC & PLANNING SYSTEMS, INC.	00459528	181136-11	Amendment No. 1 - TESP Area Fe	General Fund	166.25
12/05/2019	ECONOMIC & PLANNING SYSTEMS, INC.	00459528	181136-11	Amendment No. 2 ? Development	General Fund	5,802.50
				Total for Payment No.:		8,175.00

**Payment No: 014393**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	FARWEST LINE SPECIALTIES LLC	00459416	294053	BLK INLINE 4 D-RING BELT	Electric Utility	474.10
12/05/2019	FARWEST LINE SPECIALTIES LLC	00459416	294053	BASHLIN PATROIT WPRD	Electric Utility	635.73
12/05/2019	FARWEST LINE SPECIALTIES LLC	00459416	294053	ANGLED C-PAD	Electric Utility	63.57
12/05/2019	FARWEST LINE SPECIALTIES LLC	00459416	294053	CHANNEL LOCK 10" MULTI-TOOL	Electric Utility	27.91
12/05/2019	FARWEST LINE SPECIALTIES LLC	00459416	294053	18" TEFLON DRILL BIT	Electric Utility	96.65
12/05/2019	FARWEST LINE SPECIALTIES LLC	00459416	294053	ANCHOR ROD PULLING EYE	Electric Utility	48.38
12/05/2019	FARWEST LINE SPECIALTIES LLC	00459416	294053	SHIPPING	Electric Utility	19.64
				Total for Payment No.:		1,365.98

**Payment No: 014394**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	FIVE DOT LAND AND CATTLE CO	00458960	2212	REPLACE 7.5HP THREE PHASE PUMP	Electric Utility	9,858.39

Total for Payment No.:	9,858.39
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**Payment No: 014395**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	GALE/CENGAGE LEARNING	00459238	68896026	1241 AD BK	General Fund	71.10
Total for Payment No.:						71.10

**Payment No: 014396**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	GARDENLAND POWER EQUIPMENT	00459080	724372	CHAIN SPROKET	General Fund	459.22
Total for Payment No.:						459.22

**Payment No: 014397**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	GOLDFARB & LIPMAN LLP	00459432	132069	FEES THRU 6.30.19	General Fund	495.00
Total for Payment No.:						495.00

**Payment No: 014398**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	GRAINGER	00459632	9361167928	SAFETY GLASSES, CLEAR LENS, BL	Electric Utility	116.42
Total for Payment No.:						116.42

**Payment No: 014399**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	GRAINGER-SAN JOSE	00459239	9344909131	DEGREASER,20 OZ, AEROSOL CAN	Electric Utility	230.73
Total for Payment No.:						230.73

**Payment No: 014400**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	GRAINGER-SAN JOSE	00458889	9334042869	PARTS - SHOP USE	Fleet Operation Fund	54.65
12/05/2019	GRAINGER-SAN JOSE	00458890	9343305133	PARTS-SHOP USE	Fleet Operation Fund	124.45
12/05/2019	GRAINGER-SAN JOSE	00458891	9346461610	PARTS - SHOP USE	Fleet Operation Fund	375.48
12/05/2019	GRAINGER-SAN JOSE	00458899	9276478790	14MM HEX KEY	Water Utility	7.06
12/05/2019	GRAINGER-SAN JOSE	00459259	9321267057	PRE-MOISTENED TISSUES	Water Utility	25.83
12/05/2019	GRAINGER-SAN JOSE	00459259	9321267057	PRE-MOISTENED TISSUES	Electric Utility	25.83
12/05/2019	GRAINGER-SAN JOSE	00459262	9301487667	WATER HOSE	Water Utility	50.74
12/05/2019	GRAINGER-SAN JOSE	00459263	9301487659	ASSORTED TOOLS AND CHEMICALS	Water Utility	308.51
12/05/2019	GRAINGER-SAN JOSE	00459265	9304252308	LADDER	Water Utility	183.51
12/05/2019	GRAINGER-SAN JOSE	00459266	9303701644	HAND CLEANER	Water Utility	91.23
12/05/2019	GRAINGER-SAN JOSE	00459491	9346160766	TAPE, TEFLON, 1/2IN X 520FT HA	Water Utility	7.85
12/05/2019	GRAINGER-SAN JOSE	00459491	9346160766	TAPE, TEFLON, 3/4IN X 520 HARV	Water Utility	75.60
12/05/2019	GRAINGER-SAN JOSE	00459492	9349331430	BOOTS, PVC HIP LENGTH, STEEL T	Water Utility	466.17
12/05/2019	GRAINGER-SAN JOSE	00459493	9349308198	BOOTS, PVC HIP LENGTH, STEEL T	Water Utility	466.17
12/05/2019	GRAINGER-SAN JOSE	00459493	9349308198	BOOTS, PVC HIP LENGTH, STEEL T	Water Utility	466.17
12/05/2019	GRAINGER-SAN JOSE	00459517	9338095855	HEADBAND. BULLARD #RBP COOL	Electric Utility	64.75
12/05/2019	GRAINGER-SAN JOSE	00459517	9338095855	SAFETY GLASSES, SMITH & WESSON	Electric Utility	150.67
12/05/2019	GRAINGER-SAN JOSE	00459517	9338095855	Lantern, LED, Plastic, Maximum	Electric Utility	144.79
12/05/2019	GRAINGER-SAN JOSE	00459517	9338095855	BATTERY, 6 VOLT, FOR FLASHER L	Electric Utility	79.65
				Total for Payment No.:		3,169.11

**Payment No: 014401**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	GRANITE ROCK CO #29145	00459278	1190598COR	SAND	Water Utility Construction	214.53
12/05/2019	GRANITE ROCK CO #29145	00459278	1190598COR	SAND	Water Utility	160.91
12/05/2019	GRANITE ROCK CO #29145	00459278	1190598COR	SAND	Electric Utility Construction	536.34
12/05/2019	GRANITE ROCK CO #29145	00459278	1190598COR	SAND	Water Utility	107.27

12/05/2019	GRANITE ROCK CO #29145	00459278	1190598COR	SAND	Sewer Utility	53.63
12/05/2019	GRANITE ROCK CO #29145	00459646	1204350	SAND	Water Utility Construction	167.97
12/05/2019	GRANITE ROCK CO #29145	00459646	1204350	SAND	Water Utility	125.98
12/05/2019	GRANITE ROCK CO #29145	00459646	1204350	SAND	Electric Utility Construction	419.95
12/05/2019	GRANITE ROCK CO #29145	00459646	1204350	SAND	Water Utility	83.98
12/05/2019	GRANITE ROCK CO #29145	00459646	1204350	SAND	Sewer Utility	42.00
12/05/2019	GRANITE ROCK CO #29145	00459647	1206920	SAND	Water Utility Construction	253.46
12/05/2019	GRANITE ROCK CO #29145	00459647	1206920	SAND	Water Utility	190.10
12/05/2019	GRANITE ROCK CO #29145	00459647	1206920	SAND	Electric Utility Construction	633.66
12/05/2019	GRANITE ROCK CO #29145	00459647	1206920	SAND	Water Utility	126.73
12/05/2019	GRANITE ROCK CO #29145	00459647	1206920	SAND	Sewer Utility	63.36
				Total for Payment No.:		3,179.87

**Payment No: 014402**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	GREEN HALO SYSTEMS	00458691	2309	HOSTING & MAINTENANCE- NOV 19	Solid Waste Program	459.72
				Total for Payment No.:		459.72

**Payment No: 014403**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	GRID SUBJECT MATTER EXPERTS, LLC	00458997	6056	ONGOING CIP ACTIVITIES oct19	Electric Utility	3,675.00
12/05/2019	GRID SUBJECT MATTER EXPERTS, LLC	00459451	6055	ONGOING CIP ACTIVITIES OCT19	Electric Utility	860.00
				Total for Payment No.:		4,535.00

**Payment No: 014404**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	IMAGE X, INC	00458892	220966	SUPPLIES - BUSINESS CARDS	General Fund	70.85

12/05/2019	IMAGE X, INC	00459484	220943	LETTERHEAD - MUNI SERVICES	General Fund	697.60
				Total for Payment No.:		768.45

**Payment No: 014405**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	IMPERIAL SPRINKLER SUPPLY INC	00458692	3963252-00	LANDSCAPING SUPPLIES	General Fund	129.91
12/05/2019	IMPERIAL SPRINKLER SUPPLY INC	00458693	3963252-01	LANDSCAPING SUPPLIES	General Fund	2.05
				Total for Payment No.:		131.96

**Payment No: 014406**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	INGRAM LIBRARY SERVICES INC	00459244	42682574	1241 AD BK	General Fund	1,765.43
12/05/2019	INGRAM LIBRARY SERVICES INC	00459244	42682574	1231 Juv BK	General Fund	937.45
12/05/2019	INGRAM LIBRARY SERVICES INC	00459244	42682574	1232 YA BK	General Fund	164.42
12/05/2019	INGRAM LIBRARY SERVICES INC	00459244	42682574	1233 Juv BK	General Fund	841.01
12/05/2019	INGRAM LIBRARY SERVICES INC	00459244	42682574	1236 AD/Juv BK	General Fund	785.13
12/05/2019	INGRAM LIBRARY SERVICES INC	00459245	42682591	1235 AD/Juv BK	General Fund	469.51
				Total for Payment No.:		4,962.95

**Payment No: 014407**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	JP GRAPHICS INC	00459212	85387	Op orders stadium events	General Fund	928.20
				Total for Payment No.:		928.20

**Payment No: 014408**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	KRISAMA JUESEEKUL	00459251	328992	NEW HIRE ORIENTATION 11.04.19	General Fund	20.00
12/05/2019	KRISAMA JUESEEKUL	00459252	328993	NEW HIRE ORIENTATION 11.18.19	General Fund	28.00
12/05/2019	KRISAMA JUESEEKUL	00459253	328995	PANEL ORAL - ASSIST CM SUSTAIN	General Fund	28.00

Total for Payment No.: 76.00

**Payment No: 014409**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	MARIN CLEAN ENERGY	00459450	SVP-1019	CISO CHG SC SVC G2-1 NOV19	Electric Utility	38,319.03
12/05/2019	MARIN CLEAN ENERGY	00459450	SVP-1019	CISO CHG SC SVC G2-1 NOV19	Electric Utility	-324.64
Total for Payment No.:						37,994.39

**Payment No: 014410**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	MIDWEST TAPE LLC	00458862	98197735	1241 AD DVD	General Fund	104.69
12/05/2019	MIDWEST TAPE LLC	00458862	98197735	1235 AD DVD	General Fund	27.77
12/05/2019	MIDWEST TAPE LLC	00458862	98197735	1236 AD/Juv DVD	General Fund	68.63
12/05/2019	MIDWEST TAPE LLC	00458862	98197735	1233 AD DVD	General Fund	54.46
Total for Payment No.:						255.55

**Payment No: 014411**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	MILLER STARR REGALIA, PLC	00459597	386567	CHANGE ORDER - LEGAL SERVICES	General Fund	28,088.54
12/05/2019	MILLER STARR REGALIA, PLC	00459598	386573	CHANGE ORDER - LEGAL SERVICES	General Fund	4,916.20
12/05/2019	MILLER STARR REGALIA, PLC	00459599	387640	CHANGE ORDER - LEGAL SERVICES	General Fund	13,826.87
12/05/2019	MILLER STARR REGALIA, PLC	00459600	387645	CHANGE ORDER - LEGAL SERVICES	General Fund	2,213.15
12/05/2019	MILLER STARR REGALIA, PLC	00459601	388372	CHANGE ORDER - LEGAL SERVICES	General Fund	15,242.70
12/05/2019	MILLER STARR REGALIA, PLC	00459603	388376	CHANGE ORDER - LEGAL SERVICES	General Fund	374.00
Total for Payment No.:						64,661.46

**Payment No: 014412**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	MILTON SECURITY GROUP LLC	00459447	Q31253	CYBER SECURITY/SSG SUPPORT	Electric Utility	8,352.00



12/05/2019	MILTON SECURITY GROUP LLC	00459448	Q31251	AMI/MDMS PROJECT SUPPORT	Electric Utility Construction	6,480.00
12/05/2019	MILTON SECURITY GROUP LLC	00459449	Q31252	COULTER, ETHAN 11/16-11/29/19	Electric Utility	7,772.00
12/05/2019	MILTON SECURITY GROUP LLC	00459455	Q31249	SUBSCRIBER MGMT MAY19-MAY20	Electric Utility Construction	10,500.00
Total for Payment No.:						33,104.00

**Payment No: 014413**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	MISSION TRAIL WASTE SYSTEMS	00458698	0000434909	GARBAGE BIN BILLING- NOV 19	General Fund	4,166.28
12/05/2019	MISSION TRAIL WASTE SYSTEMS	00458698	0000434909	GARBAGE BIN BILLING- NOV 19	General Fund	6,148.93
12/05/2019	MISSION TRAIL WASTE SYSTEMS	00458698	0000434909	GARBAGE BIN BILLING- NOV 19	General Fund	1,612.68
12/05/2019	MISSION TRAIL WASTE SYSTEMS	00458698	0000434909	GARBAGE BIN BILLING- NOV 19	General Fund	1,182.54
12/05/2019	MISSION TRAIL WASTE SYSTEMS	00458698	0000434909	GARBAGE BIN BILLING- NOV 19	General Fund	55.15
12/05/2019	MISSION TRAIL WASTE SYSTEMS	00458698	0000434909	GARBAGE BIN BILLING- NOV 19	General Fund	1,322.56
12/05/2019	MISSION TRAIL WASTE SYSTEMS	00458698	0000434909	GARBAGE BIN BILLING- NOV 19	Electric Utility	2,051.29
12/05/2019	MISSION TRAIL WASTE SYSTEMS	00458698	0000434909	GARBAGE BIN BILLING- NOV 19	Water Utility	1,018.28
12/05/2019	MISSION TRAIL WASTE SYSTEMS	00458698	0000434909	GARBAGE BIN BILLING- NOV 19	Cemetery	254.65
12/05/2019	MISSION TRAIL WASTE SYSTEMS	00458698	0000434909	GARBAGE BIN BILLING- NOV 19	Solid Waste Program	651.66
12/05/2019	MISSION TRAIL WASTE SYSTEMS	00458698	0000434909	GARBAGE BIN BILLING- NOV 19	Electric Utility	423.82
12/05/2019	MISSION TRAIL WASTE SYSTEMS	00458707	0000434908	FEES- CORP YARD	Solid Waste Program	6,692.04
12/05/2019	MISSION TRAIL WASTE SYSTEMS	00458713	0000434856	APPLNCES- STREET DEPT	Solid Waste Program	90.22
12/05/2019	MISSION TRAIL WASTE SYSTEMS	00458720	0000434916	GARBGE/RECYCLE- SVP	Electric Utility	1,002.60
Total for Payment No.:						26,672.70

**Payment No: 014414**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	NORTHWEST CASCADE, INC.	00459083	0551170024	SERVICE OF UNIT	General Fund	102.00
12/05/2019	NORTHWEST CASCADE, INC.	00459084	0551133445	EVENT TOILETS MACHADO	General Fund	109.00
12/05/2019	NORTHWEST CASCADE, INC.	00459084	0551133445	TAXABLE	General Fund	92.65

12/05/2019	NORTHWEST CASCADE, INC.	00459086	0551125387	EVENT TOILETS BBQ	General Fund	2,181.00
12/05/2019	NORTHWEST CASCADE, INC.	00459086	0551125387	TAXABLE	General Fund	397.85
				Total for Payment No.:		2,882.50

**Payment No: 014415**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	OC JONES & SONS INC	00459518	70506R	AGREEMENT FOR REED ST-GRANT ST	Parks And Recreation	2,265,339.60
12/05/2019	OC JONES & SONS INC	00459518	70506R	10% CONTINGENCY.	Parks And Recreation	469,701.70
				Total for Payment No.:		2,735,041.30

**Payment No: 014416**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	OLCESE WATER DISTRICT	00459429	100351	PURCHASE OF RECS JUN19	Electric Utility	6,477.00
12/05/2019	OLCESE WATER DISTRICT	00459429	100351	SCHEDULNG COORDINATOR ID JUN19	Electric Utility	500.00
				Total for Payment No.:		6,977.00

**Payment No: 014417**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	ONESOURCE DISTRIBUTORS LLC	00459537	S6169028.006	SIDEWALK FITTING	Electric Utility	349.36
				Total for Payment No.:		349.36

**Payment No: 014418**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	ONESOURCE DISTRIBUTORS LLC	00458913	S6273740.001	BRACKET EXTENSION	Electric Utility	1,831.09
				Total for Payment No.:		1,831.09

**Payment No: 014419**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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12/05/2019	ORACLE AMERICA INC	00459527	44579022	SOFTWARE UPDATE LICENSE & SUPP	General Fund	2,800.18
Total for Payment No.:						2,800.18

**Payment No: 014420**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	OVERDRIVE INC	00458863	00910CO19220949	1241 AD EBK	General Fund	1,973.78
Total for Payment No.:						1,973.78

**Payment No: 014421**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	PG&E	00458994	0541963339-0 OCT2019	TS @ CALVERT/CALVERT	General Fund	34.57
12/05/2019	PG&E	00459532	8311198632-5 NOV2019	2019 NOV GUADALUPE CHART STATN	Sewer Utility	10.02
12/05/2019	PG&E	00459533	8978316890-2 NOV2019	2019 NOV SAN JOSE TREATMENT PT	Sewer Utility	23.81
Total for Payment No.:						68.40

**Payment No: 014422**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	PRAXAIR DISTRIBUTION INC	00459241	92954305	NITROGEN K	Electric Utility	209.76
12/05/2019	PRAXAIR DISTRIBUTION INC	00459241	92954305	HAZARDOUS MTRL CHARGE	Electric Utility	15.24
Total for Payment No.:						225.00

**Payment No: 014423**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	RICOH CORP	00459514	9027765995	RICOH EQUIPMENT MONTHLY LEASE	Information Technology Service	16,626.68
12/05/2019	RICOH CORP	00459514	9027765995	STADIUM BRIEFING ROOM RICOH LE	General Fund	77.81
12/05/2019	RICOH CORP	00459514	9027765995	STADIUM MANAGERS OFFICE RICOH	S.C.Stadium Authority Ops	65.00
Total for Payment No.:						16,769.49

**Payment No: 014424**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	ROYAL COACH TOURS	00459069	17501	TRIP CANCELLATION FEE	General Fund	55.00
				Total for Payment No.:		55.00

**Payment No: 014425**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	RUTH SHIKADA	00459489	23997NOV2019	2019 IASP WORLD CONFERENCE	General Fund	2,068.44
				Total for Payment No.:		2,068.44

**Payment No: 014426**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	SANTA CLARA PLAYERS	00459619	2471NOV2019	For payment purposes only. Re	General Fund	1,500.00
				Total for Payment No.:		1,500.00

**Payment No: 014427**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	SPX TRANSFORMER SOLUTIONS, INC	00459439	021422	PARTS A1438T&A2247T XFMR ZENO	Electric Utility Construction	25,222.00
				Total for Payment No.:		25,222.00

**Payment No: 014428**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	STEPHANIE ATIGH	00459513	27756NOV2019	ADMINISTRATIVE CITATION HEARIN	General Fund	2,222.50
				Total for Payment No.:		2,222.50

**Payment No: 014429**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	SUMMIT UNIFORMS	00459198	62240	SEO Yerena uniforms	General Fund	139.84

12/05/2019	SUMMIT UNIFORMS	00459199	62462	SEO Dedricksen uniforms	General Fund	139.84
12/05/2019	SUMMIT UNIFORMS	00459200	62463	SEO Bradley uniforms	General Fund	139.84
12/05/2019	SUMMIT UNIFORMS	00459201	62464	SEO Lyman uniforms	General Fund	139.84
12/05/2019	SUMMIT UNIFORMS	00459202	62465	SEO Barrington uniforms	General Fund	139.84
12/05/2019	SUMMIT UNIFORMS	00459203	62526	SEO Orvick uniforms	General Fund	156.23
12/05/2019	SUMMIT UNIFORMS	00459204	62566	SEO Pineda uniforms	General Fund	156.23
12/05/2019	SUMMIT UNIFORMS	00459205	62633	SEO Berhan uniforms	General Fund	139.84
12/05/2019	SUMMIT UNIFORMS	00459206	62634	SEO Nash uniforms	General Fund	156.23
12/05/2019	SUMMIT UNIFORMS	00459207	62635	SEO Garcia uniforms	General Fund	156.23
12/05/2019	SUMMIT UNIFORMS	00459208	62674	TC Hogan uniforms	General Fund	161.69
12/05/2019	SUMMIT UNIFORMS	00459209	62835	TC Zenni uniforms	General Fund	161.69
12/05/2019	SUMMIT UNIFORMS	00459210	62702	TC Garber uniforms	General Fund	161.69
12/05/2019	SUMMIT UNIFORMS	00459211	62915	SEO Connelly uniforms	General Fund	139.84
				Total for Payment No.:		2,088.87

**Payment No: 014430**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	THERMAL MECHANICAL INC	00459269	77678	PREVENTATIVE MAINTENANCE	Information Technology Service	540.00
12/05/2019	THERMAL MECHANICAL INC	00459270	77847	PREVENTATIVE MAINTENANCE	Information Technology Service	540.00
				Total for Payment No.:		1,080.00

**Payment No: 014431**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	TONY JANOVICH	00459500	17793-17799	CONTRACTOR PAYMENT FOR CLASSES	General Fund	2,761.85
				Total for Payment No.:		2,761.85

**Payment No: 014432**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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12/05/2019	UNISYS CORP	00459612	M1911008	INFORMATION TECHNOLOGY SERVICE	Information Technology Service	672,683.88
12/05/2019	UNISYS CORP	00459612	M1911008	INFORMATION TECHNOLOGY SERVICE	General Fund	1,261.78
				Total for Payment No.:		673,945.66

**Payment No: 014433**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	US BANK NATIONAL ASSOCIATION	00459457	EO&M000271219	CVP O&M FUNDING #2 FY2021	Electric Utility	282,193.00
				Total for Payment No.:		282,193.00
				Overall Total		4,401,438.32



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

Run Date 12/3/2019  
Run Time 10:41:25 AM

Sorted by Payment Number

**Payment No: 638678**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	BEAUTY BY JOYCE	00459401	32822NOV2019	REFUND BUSINESS LICENSE 209854	General Fund	110.00
12/05/2019	BEAUTY BY JOYCE	00459401	32822NOV2019	REFUND BUSINESS LICENSE 209854	General Fund	110.00
Total for Payment No.:						220.00

**Payment No: 638679**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	BEAUTY FIEND BEAUTIQUE	00459400	32821NOV2019	REFUND BUSINESS LICENSE 209893	General Fund	110.00
12/05/2019	BEAUTY FIEND BEAUTIQUE	00459400	32821NOV2019	REFUND BUSINESS LICENSE 209893	General Fund	110.00
Total for Payment No.:						220.00

**Payment No: 638680**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	CHRIS GLADFELTER	00459467	32323NOV2019	RESCUE SYSTEMS 2 TRAINING	General Fund	695.00
Total for Payment No.:						695.00

**Payment No: 638681**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	CHRISTOPHER EICHHORN	00459468	25921NOV2019	RESCUE SYSTEMS 3 TRAINING	General Fund	795.00
Total for Payment No.:						795.00

**Payment No: 638682**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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12/05/2019	CHRISTOPHER RENSHAW	00459465	29970NOV2019	RS 3 STRUCT COLLAPSE TECH	General Fund	795.00
Total for Payment No.:						795.00

**Payment No: 638683**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	CREST POINT GLOBAL INC	00458972	R20-SLR-0101	LTG REB; 61814-4; 481 PERRY CT	Elec OperatingGrant Trust Fund	4,100.00
Total for Payment No.:						4,100.00

**Payment No: 638684**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	CSG CONSULTANTS INC	00458995	26146	TASMAN/STARS&STRIPES REVIEW	Deposit Funds.	370.00
Total for Payment No.:						370.00

**Payment No: 638685**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	CSG CONSULTANTS INC	00458996	27162	TASMAN/STARS&STRIPES REVIEW	Deposit Funds.	185.00
Total for Payment No.:						185.00

**Payment No: 638686**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	CUTS WITH DANG	00459377	31737NOV2019	REFUND BUSINESS LICENSE 209952	General Fund	110.00
Total for Payment No.:						110.00

**Payment No: 638687**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	CYNTHIA BOJORQUEZ	00459653	33271NOV2019	REIMB-ICMA CONFERENCE 2019	General Fund	251.00
Total for Payment No.:						251.00



**Payment No: 638688**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	DANIEL RICE	00459463	29985NOV2019	INSTRUCTOR 1 TRAINING	General Fund	299.00
				Total for Payment No.:		299.00

**Payment No: 638689**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	DANIELLE AVILA	00459378	31738NOV2019	REFUND BUSINESS LICENSE 210037	General Fund	110.00
				Total for Payment No.:		110.00

**Payment No: 638690**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	DAVID WEITZ	00459654	32304OCT2019	REIMB-FACTORY TESTING	Electric Utility	3,218.88
				Total for Payment No.:		3,218.88

**Payment No: 638691**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	ERICA VAN DYCK	00459602	30309NOV2019	ROUND TRIP BART TICKET	Electric Utility	11.90
12/05/2019	ERICA VAN DYCK	00459602	30309NOV2019	PARKING	Electric Utility	4.00
				Total for Payment No.:		15.90

**Payment No: 638692**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	FRANK SAUNDERS	00458751	2499NOV2019	REIMBURSEMENT SUNGLASSES	General Fund	100.00
				Total for Payment No.:		100.00

**Payment No: 638693**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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12/05/2019	GLAMOUR BY D	00459379	31739NOV2019	REFUND BUSINESS LICENSE 209995	General Fund	110.00
Total for Payment No.:						110.00

**Payment No: 638694**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	GLOSSED HAIR AND MAKEUP STUDIO	00459380	31740NOV2019	REFUND BUSINESS LICENSE 209905	General Fund	110.00
Total for Payment No.:						110.00

**Payment No: 638695**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	GRAYSCALE BARBERSHOP	00459390	31741NOV2019	REFUND BUSINESS LICENSE 209944	General Fund	110.00
12/05/2019	GRAYSCALE BARBERSHOP	00459390	31741NOV2019	REFUND BUSINESS LICENSE 209944	General Fund	110.00
Total for Payment No.:						220.00

**Payment No: 638696**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	HAIR BY NANA	00459381	31742NOV2019	REFUND BUSINESS LICENSE 209971	General Fund	110.00
Total for Payment No.:						110.00

**Payment No: 638697**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	HAIRDAY STUDIO	00459382	31743NOV2019	REFUND BUSINESS LICENSE 209890	General Fund	110.00
Total for Payment No.:						110.00

**Payment No: 638698**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	I'M JULIE	00459391	31744NOV2019	REFUND BUSINESS LICENSE 209955	General Fund	110.00
12/05/2019	I'M JULIE	00459391	31744NOV2019	REFUND BUSINESS LICENSE 209955	General Fund	110.00

Total for Payment No.: 220.00

**Payment No: 638699**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	JAMES SITLER	00459650	18438NOV2019	REIMB-ARMORER SCHOOL	General Fund	439.00
Total for Payment No.:						439.00

**Payment No: 638700**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	JAYAPRAKASH K SHETH	00459487	2572NOV2019	ENERSYS CONFERENCE	Electric Utility	319.40
Total for Payment No.:						319.40

**Payment No: 638701**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	JEANNIE ASIS	00459392	31745NOV2019	REFUND BUSINESS LICENSE 209891	General Fund	110.00
12/05/2019	JEANNIE ASIS	00459392	31745NOV2019	REFUND BUSINESS LICENSE 209891	General Fund	110.00
Total for Payment No.:						220.00

**Payment No: 638702**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	JEEVAN VALATH	00459462	26125NOV2019	CALIF ENERGY COMM HEARING	Electric Utility	33.00
Total for Payment No.:						33.00

**Payment No: 638703**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	JENNIFER CULLEN	00459651	18427NOV2019	REIMB-SUPERVISORS COURSE	General Fund	17.00
Total for Payment No.:						17.00

**Payment No: 638704**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	JOEL CASTILLO	00459535	5359NOV2019	FY19-20 BOOT REIMBURSEMENT	Water Utility	92.52
				Total for Payment No.:		92.52

**Payment No: 638705**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	K STUDIO	00459383	31746NOV2019	REFUND BUSINESS LICENSE 210007	General Fund	110.00
				Total for Payment No.:		110.00

**Payment No: 638706**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	KEVIN KOLNOWSKI	00459604	23705NOV2019	CA ENERGY COMMISSION HEARING	Electric Utility	42.00
				Total for Payment No.:		42.00

**Payment No: 638707**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	KSENIA BAWDEN	00459466	29986NOV2019	RESCUE SYSTEMS 2 TRAINING	General Fund	695.00
				Total for Payment No.:		695.00

**Payment No: 638708**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	KT BROW STUDIO	00459376	32819NOV2019	REFUND BUSINESS LICENSE 211320	General Fund	110.00
				Total for Payment No.:		110.00

**Payment No: 638709**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	LEXY HAIR STUDIO	00459393	31748NOV2019	REFUND BUSINESS LICENSE 209963	General Fund	110.00

12/05/2019	LEXY HAIR STUDIO	00459393	31748NOV2019	REFUND BUSINESS LICENSE 209963	General Fund	110.00
Total for Payment No.:						220.00
<b>Payment No: 638710</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
12/05/2019	MAXIMILLIAM NIELEPKO	00459652	30392NOV2019	REIMB-STREET RACING ENFORCE	General Fund	62.00
Total for Payment No.:						62.00
<b>Payment No: 638711</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
12/05/2019	MISSCYLLANEOUS	00459384	31749NOV2019	REFUND BUSINESS LICENSE 209969	General Fund	110.00
Total for Payment No.:						110.00
<b>Payment No: 638712</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
12/05/2019	PATRICIA BOWERS	00459606	28933NOV2019	SUPERVISORY COURSE	General Fund	706.00
Total for Payment No.:						706.00
<b>Payment No: 638713</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
12/05/2019	PAULO APOLINARIO	00459485	10581NOV2019	CA RENEWABLE ENERGY SUMMIT	Electric Utility	1,109.09
Total for Payment No.:						1,109.09
<b>Payment No: 638714</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
12/05/2019	PRESTIGE STUDIO	00459394	31750NOV2019	REFUND BUSINESS LICENSE 209895	General Fund	110.00
12/05/2019	PRESTIGE STUDIO	00459394	31750NOV2019	REFUND BUSINESS LICENSE 209895	General Fund	110.00
Total for Payment No.:						220.00

**Payment No: 638715**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	RAQUEL ROSE HAIR DESIGN	00459395	31751NOV2019	REFUND BUSINESS LICENSE 209910	General Fund	110.00
12/05/2019	RAQUEL ROSE HAIR DESIGN	00459395	31751NOV2019	REFUND BUSINESS LICENSE 209910	General Fund	110.00
				Total for Payment No.:		220.00

**Payment No: 638716**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	RESONATE STUDIO	00459399	32820NOV2019	REFUND BUSINESS LICENSE 209901	General Fund	110.00
12/05/2019	RESONATE STUDIO	00459399	32820NOV2019	REFUND BUSINESS LICENSE 209901	General Fund	110.00
				Total for Payment No.:		220.00

**Payment No: 638717**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	RUDY'S CONSTRUCTION	00459402	32817NOV2019	REFUND BUSINESS LICENSE 211947	General Fund	110.00
				Total for Payment No.:		110.00

**Payment No: 638718**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	RYAN THOMAS DESCHAMPS	00459469	29114NOV2019	RESCUE SYSTEMS 2 TRAINING	General Fund	695.00
				Total for Payment No.:		695.00

**Payment No: 638719**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	SANTA CLARA CO DISTRICT ATTORNEY	00459216	AF-1506-24048	return monies SCPD 15-7230	Deposit Funds.	1,030.00
				Total for Payment No.:		1,030.00

**Payment No: 638720**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	SEAN CAWLEY	00459605	32241NOV2019	FIELD EVIDENCE TECH COURSE	General Fund	677.98
				Total for Payment No.:		677.98

**Payment No: 638721**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	STATE WATER RESOURCES CNTRL(BOX1888/100)	00458898	WD-0167757	FY19-20 ANNUAL PERMIT 4DW0489	Water Utility	2,572.00
				Total for Payment No.:		2,572.00

**Payment No: 638722**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	STATE WATER RESOURCES CONTROL	00458901	WD-0162126	FY19-20 ANNUAL PERMIT2SSO10187	Water Utility	14,073.00
				Total for Payment No.:		14,073.00

**Payment No: 638723**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	STEVE JARAMILLO	00459464	7272NOV2019	RS 3 STRUCT COLLAPSE TECH	General Fund	795.00
				Total for Payment No.:		795.00

**Payment No: 638724**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	THE BEAUTY COMPASS	00459398	32818NOV2019	REFUND BUSINESS LICENSE 209861	General Fund	110.00
12/05/2019	THE BEAUTY COMPASS	00459398	32818NOV2019	REFUND BUSINESS LICENSE 209861	General Fund	110.00
				Total for Payment No.:		220.00

**Payment No: 638725**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	THE HEAD SPA(CE)	00459396	32815NOV2019	REFUND BUSINESS LICENSE 209924	General Fund	110.00

12/05/2019	THE HEAD SPA(CE)	00459396	32815NOV2019	REFUND BUSINESS LICENSE 209924	General Fund	110.00
Total for Payment No.:						220.00

**Payment No: 638726**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	THE MECHANICS BANK	00459520	1772NOV2019A	EXCROW AGREEMENT FOR THE REED	Parks And Recreation	119,228.40
12/05/2019	THE MECHANICS BANK	00459520	1772NOV2019A	10% CONTINGENCY.	Parks And Recreation	24,721.14
Total for Payment No.:						143,949.54

**Payment No: 638727**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	TIMOTHY ALFORD	00458752	27523NOV2019	TALFORD RE-SOLE MOTOR BOOTS	General Fund	150.00
Total for Payment No.:						150.00

**Payment No: 638728**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	TOM LIU	00459607	24600NOV2019	FTO TRAINING OFFICER UPDATE	General Fund	51.00
Total for Payment No.:						51.00

**Payment No: 638729**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	TREVOR LARKIN	00459536	30862NOV2019	WDO D2 PREP, EXAM, CERTIFICATE	Water Utility	344.99
Total for Payment No.:						344.99

**Payment No: 638730**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	VANTAGE DATA CENTERS	00458970	R18-DCR-0011-3	DATA CTR RB #3 62803-9 3895NW	Elec OperatingGrant Trust Fund	28,089.30
12/05/2019	VANTAGE DATA CENTERS	00458971	R16-DCR-0033-5	DATA CTR RB #5 69113-2 2820 NW	Elec OperatingGrant	67,027.52



Total for Payment No.:

95,116.82

**Payment No: 638731**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	WINTER'S DIARY ESTHETICS	00459397	32816NOV2019	REFUND BUSINESS LICENSE 209852	General Fund	110.00
12/05/2019	WINTER'S DIARY ESTHETICS	00459397	32816NOV2019	REFUND BUSINESS LICENSE 209852	General Fund	110.00
Total for Payment No.:						220.00

**Payment No: 638732**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	YOLANDA LARA	00459649	33027NOV2019	RAINGEAR REIMB FY19-20	General Fund	119.89
Total for Payment No.:						119.89

**Payment No: 638733**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	ACHYUT NEUPANE	00459321	57688-25 Utility Refund	UTILITY REFUND	General Fund	46.81
Total for Payment No.:						46.81

**Payment No: 638734**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	ADI B REPALLE	00459308	53724-14 Utility Refund	UTILITY REFUND	General Fund	26.70
Total for Payment No.:						26.70

**Payment No: 638735**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	ALDRICH DSILVA	00459297	47956-12 Utility Refund	UTILITY REFUND	General Fund	26.45
Total for Payment No.:						26.45

**Payment No: 638736**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	ALEXANDER SEMENYUTIN	00459324	57773-20 Utility Refund	UTILITY REFUND	General Fund	114.27
				Total for Payment No.:		114.27

**Payment No: 638737**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	ALLISON GESSNER	00459311	54873-09 Utility Refund	UTILITY REFUND	General Fund	41.49
				Total for Payment No.:		41.49

**Payment No: 638738**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	ALPHONSO S CRAWFORD	00459305	51526-09 Utility Refund	UTILITY REFUND	General Fund	10.88
				Total for Payment No.:		10.88

**Payment No: 638739**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	AMN HEALTHCARE	00459320	57641-27 Utility Refund	UTILITY REFUND	General Fund	56.83
				Total for Payment No.:		56.83

**Payment No: 638740**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	ANDREW PRICE	00459319	57596-05 Utility Refund	UTILITY REFUND	General Fund	13.25
				Total for Payment No.:		13.25

**Payment No: 638741**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	ARVIND BANSAL	00459344	68276-03 Utility Refund	UTILITY REFUND	General Fund	9.50

Total for Payment No.:	9.50
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**Payment No: 638742**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	AUSTIN REYES	00459352	70738-16 Utility Refund	UTILITY REFUND	General Fund	136.56
Total for Payment No.:						136.56

**Payment No: 638743**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	AVEER THAKUR	00459337	60902-12 Utility Refund	UTILITY REFUND	General Fund	35.60
Total for Payment No.:						35.60

**Payment No: 638744**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	AYUMU YASUDA	00459366	78171-03 Utility Refund	UTILITY REFUND	General Fund	138.34
Total for Payment No.:						138.34

**Payment No: 638745**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	BING TAI	00459294	44775-02 Utility Refund	UTILITY REFUND	General Fund	92.24
Total for Payment No.:						92.24

**Payment No: 638746**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	BOTROS, NASEF	00459293	44738-17 Utility Refund	UTILITY REFUND	General Fund	22.39
Total for Payment No.:						22.39

**Payment No: 638747**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	BYLDAN CORPORATION	00459370	79194-01 Utility Refund	UTILITY REFUND	General Fund	7.29
12/05/2019	BYLDAN CORPORATION	00459371	79195-01 Utility Refund	UTILITY REFUND	General Fund	92.17
				Total for Payment No.:		99.46

**Payment No: 638748**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	BYUNG HO KIM	00459302	51227-20 Utility Refund	UTILITY REFUND	General Fund	51.62
				Total for Payment No.:		51.62

**Payment No: 638749**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	CAGLAR ORHAN	00459354	71259-06 Utility Refund	UTILITY REFUND	General Fund	22.77
				Total for Payment No.:		22.77

**Payment No: 638750**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	CARBONE, SANDRA	00459329	58176-14 Utility Refund	UTILITY REFUND	General Fund	105.00
				Total for Payment No.:		105.00

**Payment No: 638751**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	CARL ESPOSITO	00459315	56782-19 Utility Refund	UTILITY REFUND	General Fund	113.82
				Total for Payment No.:		113.82

**Payment No: 638752**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	CASPER OTTEN	00459317	56979-01 Utility Refund	UTILITY REFUND	General Fund	85.03

Total for Payment No.: 85.03

**Payment No: 638753**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	CHANDRAJIT DATTA	00459309	53734-20 Utility Refund	UTILITY REFUND	General Fund	38.16
Total for Payment No.:						38.16

**Payment No: 638754**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	CHOON SHIN	00459292	44372-26 Utility Refund	UTILITY REFUND	General Fund	24.07
Total for Payment No.:						24.07

**Payment No: 638755**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	CHRISTIANE TARAS	00459338	61055-22 Utility Refund	UTILITY REFUND	General Fund	134.91
Total for Payment No.:						134.91

**Payment No: 638756**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	CHUN NG	00459299	49060-02 Utility Refund	UTILITY REFUND	General Fund	63.95
Total for Payment No.:						63.95

**Payment No: 638757**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	CORINNA DALCOLLETO	00459303	51241-11 Utility Refund	UTILITY REFUND	General Fund	7.11
Total for Payment No.:						7.11

**Payment No: 638758**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	CYNTHIA SINGH	00459348	70109-03 Utility Refund	UTILITY REFUND	General Fund	10.25
				Total for Payment No.:		10.25

**Payment No: 638759**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	DANIEL DE FREITAF ADIWARDANA	00459318	57215-08 Utility Refund	UTILITY REFUND	General Fund	9.49
				Total for Payment No.:		9.49

**Payment No: 638760**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	DEVIN MOREN	00459353	70935-19 Utility Refund	UTILITY REFUND	General Fund	48.71
				Total for Payment No.:		48.71

**Payment No: 638761**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	DIKSHA BHOJWANI	00459351	70691-15 Utility Refund	UTILITY REFUND	General Fund	186.25
				Total for Payment No.:		186.25

**Payment No: 638762**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	DO NGUYEN	00459312	56260-16 Utility Refund	UTILITY REFUND	General Fund	31.05
				Total for Payment No.:		31.05

**Payment No: 638763**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	DREW MARTIG	00459296	46924-15 Utility Refund	UTILITY REFUND	General Fund	38.20
				Total for Payment No.:		38.20

**Payment No: 638764**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	ELENA LAURA ROBU	00459333	60421-22 Utility Refund	UTILITY REFUND	General Fund	97.56
				Total for Payment No.:		97.56

**Payment No: 638765**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	ELIZABETH CARRILLO	00459342	67155-08 Utility Refund	UTILITY REFUND	General Fund	7.83
				Total for Payment No.:		7.83

**Payment No: 638766**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	ENHAO LI	00459362	75499-06 Utility Refund	UTILITY REFUND	General Fund	9.60
				Total for Payment No.:		9.60

**Payment No: 638767**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	ERIC HURKMAN	00459291	40387-02 Utility Refund A	UTILITY REFUND	General Fund	200.00
				Total for Payment No.:		200.00

**Payment No: 638768**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	EUNHEE YANG	00459356	72117-05 Utility Refund	UTILITY REFUND	General Fund	114.10
				Total for Payment No.:		114.10

**Payment No: 638769**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	HENRY LAI	00459307	53123-03 Utility Refund	UTILITY REFUND	General Fund	325.24

Total for Payment No.: 325.24

**Payment No: 638770**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	IMAI, KATSUAKI	00459358	73292-21 Utility Refund	UTILITY REFUND	General Fund	100.35
Total for Payment No.:						100.35

**Payment No: 638771**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	JACK BOOTH	00459340	65081-21 Utility Refund	UTILITY REFUND	General Fund	120.51
Total for Payment No.:						120.51

**Payment No: 638772**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	JAEDUK HAN	00459364	77427-02 Utility Refund	UTILITY REFUND	General Fund	28.97
Total for Payment No.:						28.97

**Payment No: 638773**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	JAIN, AMIT	00459343	67791-10 Utility Refund	UTILITY REFUND	General Fund	33.17
Total for Payment No.:						33.17

**Payment No: 638774**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	JIAN LU	00459322	57747-25 Utility Refund	UTILITY REFUND	General Fund	100.17
Total for Payment No.:						100.17

**Payment No: 638775**



Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	JONATHAN LING	00459301	49456-08 Utility Refund	UTILITY REFUND	General Fund	32.85
				Total for Payment No.:		32.85

**Payment No: 638776**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	JOSE VILLARREAL	00459325	57813-21 Utility Refund	UTILITY REFUND	General Fund	11.54
				Total for Payment No.:		11.54

**Payment No: 638777**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	JULIE BONNER	00459290	33674-14 Utility Refund	UTILITY REFUND	General Fund	34.43
				Total for Payment No.:		34.43

**Payment No: 638778**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	JUNPENG LI	00459335	60599-05 Utility Refund	UTILITY REFUND	General Fund	251.87
				Total for Payment No.:		251.87

**Payment No: 638779**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	KAORU KAY SUZUKI	00459300	49364-03 Utility Refund	UTILITY REFUND	General Fund	13.86
				Total for Payment No.:		13.86

**Payment No: 638780**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	KENNETH SCHOLZ	00459345	68753-21 Utility Refund	UTILITY REFUND	General Fund	34.00
				Total for Payment No.:		34.00

**Payment No: 638781**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	KRISHNA AMBATI	00459298	48572-02 Utility Refund	UTILITY REFUND	General Fund	10.79
				Total for Payment No.:		10.79

**Payment No: 638782**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	LEE, CHANGHEE	00459314	56757-03 Utility Refund A	UTILITY REFUND	General Fund	260.27
				Total for Payment No.:		260.27

**Payment No: 638783**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	MACIEJ MICHALSKI	00459369	78803-02 Utility Refund	UTILITY REFUND	General Fund	127.94
				Total for Payment No.:		127.94

**Payment No: 638784**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	MARLENE ROUSE	00459310	54678-01 Utility Refund	UTILITY REFUND	General Fund	25.50
				Total for Payment No.:		25.50

**Payment No: 638785**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	MICHAEL MEDRANO	00459295	45102-19 Utility Refund	UTILITY REFUND	General Fund	28.97
				Total for Payment No.:		28.97

**Payment No: 638786**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	MICHAELA DUARTE	00459328	58113-17 Utility Refund	UTILITY REFUND	General Fund	10.56

Total for Payment No.: 10.56

**Payment No: 638787**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	MINGKE TANG	00459326	57864-17 Utility Refund	UTILITY REFUND	General Fund	13.54
Total for Payment No.:						13.54

**Payment No: 638788**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	MOTI MIZRAHI	00459331	59178-07 Utility Refund	UTILITY REFUND	General Fund	107.00
Total for Payment No.:						107.00

**Payment No: 638789**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	PAARTH FALOR	00459363	75655-05 Utility Refund	UTILITY REFUND	General Fund	6.71
Total for Payment No.:						6.71

**Payment No: 638790**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	PRASHANT REDKAR	00459355	71456-06 Utility Refund	UTILITY REFUND	General Fund	44.44
Total for Payment No.:						44.44

**Payment No: 638791**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	PRASHANTH ARRAGATTU	00459365	77502-02 Utility Refund	UTILITY REFUND	General Fund	29.51
Total for Payment No.:						29.51

**Payment No: 638792**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	QIWEI BLI	00459313	56264-04 Utility Refund	UTILITY REFUND	General Fund	11.93
				Total for Payment No.:		11.93

**Payment No: 638793**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	QUANTENNA COMMUNICATIONS CORP	00459357	72334-14 Utility Refund	UTILITY REFUND	General Fund	171.56
				Total for Payment No.:		171.56

**Payment No: 638794**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	RAHUL RENUKA DEVI	00459323	57753-15 Utility Refund	UTILITY REFUND	General Fund	5.80
				Total for Payment No.:		5.80

**Payment No: 638795**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	RICARDO PRADO	00459360	75018-04 Utility Refund	UTILITY REFUND	General Fund	11.26
				Total for Payment No.:		11.26

**Payment No: 638796**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	ROOSEVELT CHAMBLISS SR	00459361	75030-04 Utility Refund	UTILITY REFUND	General Fund	78.69
				Total for Payment No.:		78.69

**Payment No: 638797**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	SARATH PILATHOTTATHIL	00459289	30499-05 Utility Refund	UTILITY REFUND	General Fund	26.58
				Total for Payment No.:		26.58

**Payment No: 638798**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	SATYA PRATAP DANDA	00459288	25738-12 Utility Refund	UTILITY REFUND	General Fund	41.61
				Total for Payment No.:		41.61

**Payment No: 638799**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	SEWON WANG	00459334	60446-17 Utility Refund	UTILITY REFUND	General Fund	23.97
				Total for Payment No.:		23.97

**Payment No: 638800**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	SHIZUMI IKE	00459336	60867-09 Utility Refund	UTILITY REFUND	General Fund	113.37
				Total for Payment No.:		113.37

**Payment No: 638801**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	SILVIO RUSSO	00459332	59633-01 Utility Refund	UTILITY REFUND	General Fund	104.61
				Total for Payment No.:		104.61

**Payment No: 638802**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	SINDHU SRINIVASAN	00459341	65224-13 Utility Refund	UTILITY REFUND	General Fund	13.84
				Total for Payment No.:		13.84

**Payment No: 638803**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	SIVA PITTU	00459304	51495-15 Utility Refund	UTILITY REFUND	General Fund	144.12

Total for Payment No.: 144.12

**Payment No: 638804**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	STEPHANIE PESTARINO	00459368	78640-01 Utility Refund	UTILITY REFUND	General Fund	99.74
Total for Payment No.:						99.74

**Payment No: 638805**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	SUSHMA RAMAKRISHNAN	00459349	70486-11 Utility Refund	UTILITY REFUND	General Fund	42.97
Total for Payment No.:						42.97

**Payment No: 638806**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	TIM KO	00459327	57932-20 Utility Refund	UTILITY REFUND	General Fund	44.15
Total for Payment No.:						44.15

**Payment No: 638807**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	UWE WESSBECHER	00459339	63237-05 Utility Refund	UTILITY REFUND	General Fund	160.38
Total for Payment No.:						160.38

**Payment No: 638808**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	VIGNNESHWAR SIDDHARTH GUMMULUR	00459347	68915-14 Utility Refund	UTILITY REFUND	General Fund	46.36
Total for Payment No.:						46.36

**Payment No: 638809**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	VINOTH KUMAR VENKATARAMAN	00459330	58283-19 Utility Refund	UTILITY REFUND	General Fund	19.74
				Total for Payment No.:		19.74

**Payment No: 638810**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	WANG, QIAN	00459359	73339-15 Utility Refund	UTILITY REFUND	General Fund	30.12
				Total for Payment No.:		30.12

**Payment No: 638811**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	WELLER, FRANCES	00459306	52201-01 Utility Refund	UTILITY REFUND	General Fund	83.68
				Total for Payment No.:		83.68

**Payment No: 638812**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	WILLIAM SINGER	00459367	78368-01 Utility Refund	UTILITY REFUND	General Fund	50.22
				Total for Payment No.:		50.22

**Payment No: 638813**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	WILSON JONATHAN PHURWO	00459350	70579-14 Utility Refund	UTILITY REFUND	General Fund	84.12
				Total for Payment No.:		84.12

**Payment No: 638814**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	XU, YAN	00459316	56863-13 Utility Refund	UTILITY REFUND	General Fund	175.41
				Total for Payment No.:		175.41

**Payment No: 638815**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	YIBO JIANG	00459287	13932-34 Utility Refund	UTILITY REFUND	General Fund	17.07
				Total for Payment No.:		17.07

**Payment No: 638816**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	YURIY KHARIN	00459346	68817-20 Utility Refund	UTILITY REFUND	General Fund	8.37
				Total for Payment No.:		8.37

**Payment No: 638817**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	OFFICE SOLUTIONS	00459236	1140	SPEC OPS FURN PO 24293	General Fund	29,374.73
				Total for Payment No.:		29,374.73

**Payment No: 638818**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	VALLEY CONCRETE INC	00458729	111419	CONCRETE MAINTENANCE	Streets And Highways	33,534.89
12/05/2019	VALLEY CONCRETE INC	00458730	111419-1	CONCRETE MAINTENANCE	Streets And Highways	1,400.00
				Total for Payment No.:		34,934.89

**Payment No: 638819**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	CALBIG, A JOINT VENTURE	00459611	450NOV2019	MEMBERSHIP RENEWAL 2019	General Fund	55.00
				Total for Payment No.:		55.00

**Payment No: 638820**



Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	ABODE SERVICES	00459512	TBRA-09-2019AB	ABODE- HOME TBRA FY19/20	H.U.D Capital Projects	64,911.50
12/05/2019	ABODE SERVICES	00459512	TBRA-09-2019AB	ABODE- HSCAG/SB341 TBRA FY19/2	Housing Successor	13,099.65
				Total for Payment No.:		78,011.15

**Payment No: 638821**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	ACTIVWAYZ ENGINEERING INC	00459623	2019-006-03	DESIGN PROFESSIONAL SERVICE AG	Streets And Highways	2,715.00
12/05/2019	ACTIVWAYZ ENGINEERING INC	00459624	2019-006-01	DESIGN PROFESSIONAL SERVICE AG	Streets And Highways	23,100.00
				Total for Payment No.:		25,815.00

**Payment No: 638822**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	ADVANCED ENERGY SOLUTIONS INC	00458965	R20-SLR-0116	LTG REB; 61954-3;1775 RUSSEL A	Elec OperatingGrant Trust Fund	3,900.00
12/05/2019	ADVANCED ENERGY SOLUTIONS INC	00458967	R20-SLR-0113	LTG REB; 16395-2; 490 PERRY CT	Elec OperatingGrant Trust Fund	6,300.00
				Total for Payment No.:		10,200.00

**Payment No: 638823**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	ALLIED AUTO STORES	00458876	837931B	PARTS - STOCK	Fleet Operation Fund	298.98
				Total for Payment No.:		298.98

**Payment No: 638824**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	ALSCO SAN JOSE	00459085	LSJO1181688	LINEN SERVICE ST. 7	General Fund	303.03
				Total for Payment No.:		303.03

**Payment No: 638825**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	ALTERNATIVE OFFICE SOLUTIONS	00459425	100449	EXTEND CUBICLE SSG 881 MARTIN	Electric Utility	298.71
12/05/2019	ALTERNATIVE OFFICE SOLUTIONS	00459425	100449	DELIVERY	Electric Utility	190.75
				Total for Payment No.:		489.46

**Payment No: 638826**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	AMERICAN TEXTILE & SUPPLY INC	00459515	102285	BARRICADE TAPE, "CAUTION CONST	Electric Utility	189.53
				Total for Payment No.:		189.53

**Payment No: 638827**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	ANDERSON CARPET & LINOLEUM SALS	00459440	391311	CRC Music Rm Carpet Tiles	General Fund	4,996.00
				Total for Payment No.:		4,996.00

**Payment No: 638828**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	ANIMAL DAMAGE MANAGEMENT	00458689	2415C	PEST CONTROL	General Fund	895.00
				Total for Payment No.:		895.00

**Payment No: 638829**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	ANTAIRA TECHNOLOGIES LLC	00458523	36317	COMPACT INDUSTRIAL GIGABIT ETH	Electric Utility Construction	4,425.40
12/05/2019	ANTAIRA TECHNOLOGIES LLC	00458523	36317	155Mbps SFP TRANSCEIVER WBM-B,	Electric Utility Construction	604.95
12/05/2019	ANTAIRA TECHNOLOGIES LLC	00458523	36317	155Mbps SFP TRANSCEIVER WDM-A,	Electric Utility Construction	451.26
12/05/2019	ANTAIRA TECHNOLOGIES LLC	00458523	36317	SHIPPING COST (FedEx GROUND)	Electric Utility Construction	88.01

Total for Payment No.: 5,569.62

**Payment No: 638830**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	ANTIQUE TERMITE & PEST INC	00459067	61275	INSPECTION - ARMENTA	H.U.D Capital Projects	225.00
Total for Payment No.:						225.00

**Payment No: 638831**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	APC INTERNATIONAL INC	00459372	APC-SCPV-01	AGREEMENT FOR ON-CALL CONSTRUC	General Fund	31,137.00
Total for Payment No.:						31,137.00

**Payment No: 638832**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	ARAMARK UNIFORM SERVICES	00459224	760534793	CLEANING SVC/SHOP TOWELS DVR	Electric Utility	400.90
Total for Payment No.:						400.90

**Payment No: 638833**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	BATEMAN SENIOR MEALS	00459620	INV4650001299	BATEMAN MEALS FY 19-20	Park and Rec Opr GrantTst Fund	1,420.32
12/05/2019	BATEMAN SENIOR MEALS	00459621	INV4650001283	BATEMAN MEALS FY 19-20	Park and Rec Opr GrantTst Fund	1,087.68
Total for Payment No.:						2,508.00

**Payment No: 638834**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	BAYSCAPE LANDSCAPE MANAGEMENT	00459373	16144	LANDSCAPING SERVICES FOR VARIO	Water Utility Construction	5,920.00

12/05/2019	BAYSCAPE LANDSCAPE MANAGEMENT	00459374	16433	LANDSCAPING SERVICES FOR VARIO	Water Utility Construction	1,015.00
12/05/2019	BAYSCAPE LANDSCAPE MANAGEMENT	00459375	16692	LANDSCAPING SERVICES FOR VARIO	Water Utility Construction	720.00
12/05/2019	BAYSCAPE LANDSCAPE MANAGEMENT	00459385	16695	LANDSCAPING SERVICES FOR VARIO	Water Utility Construction	3,245.00
12/05/2019	BAYSCAPE LANDSCAPE MANAGEMENT	00459386	16995	LANDSCAPING SERVICES FOR VARIO	Water Utility Construction	1,740.00
12/05/2019	BAYSCAPE LANDSCAPE MANAGEMENT	00459387	16996	LANDSCAPING SERVICES FOR VARIO	Water Utility Construction	510.00
12/05/2019	BAYSCAPE LANDSCAPE MANAGEMENT	00459388	16997	LANDSCAPING SERVICES FOR VARIO	Water Utility Construction	1,515.00
12/05/2019	BAYSCAPE LANDSCAPE MANAGEMENT	00459389	16998	LANDSCAPING SERVICES FOR VARIO	Water Utility Construction	2,460.00
				Total for Payment No.:		17,125.00

**Payment No: 638835**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	BENCHMARK	00458871	E18-2108B	ASBESTOS SAMP/REPORT - PORITZ	H.U.D Capital Projects	324.00
12/05/2019	BENCHMARK	00459458	E19-2288	LEAD/ASBESTOS + XRF - ARMENTA	H.U.D Capital Projects	1,022.75
				Total for Payment No.:		1,346.75

**Payment No: 638836**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	BILL WILSON CENTER	00459507	BWC-018-01	BILL WILSON COUNSELING PROGRAM	H.U.D Capital Projects	4,710.00
12/05/2019	BILL WILSON CENTER	00459507	BWC-018-01	CHANGE ORDER #1: BALANCE OF NT	H.U.D Capital Projects	800.00
12/05/2019	BILL WILSON CENTER	00459511	FAS-086-01	BILL WILSON CENTER FAS PROGRAM	H.U.D Capital Projects	13,080.00
				Total for Payment No.:		18,590.00

**Payment No: 638837**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	BOUTIN JONES INC	00459409	124320	LEGAL SERVICES	Special Liability Insurance	9,748.44
12/05/2019	BOUTIN JONES INC	00459410	123502	LEGAL SERVICES	Special Liability Insurance	1,833.00
12/05/2019	BOUTIN JONES INC	00459411	122825	LEGAL SERVICES	Special Liability Insurance	2,492.19
12/05/2019	BOUTIN JONES INC	00459412	122298	LEGAL SERVICES	Special Liability Insurance	6,488.93
				Total for Payment No.:		20,562.56

**Payment No: 638838**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	BRIGHTVIEW TREE CARE SERVICES, INC.	00458755	6589831	CERCIS	General Fund	1,787.60
				Total for Payment No.:		1,787.60

**Payment No: 638839**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	BRINK'S INCORPORATED	00459255	10917243	ARMORED COURIER SERVICE	General Fund	787.84
				Total for Payment No.:		787.84

**Payment No: 638840**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	BSN SPORTS LLC	00458704	906674416	BATTERS BOX	General Fund	274.67
				Total for Payment No.:		274.67

**Payment No: 638841**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	CAL PRINTING	00458952	21193	Charlottes Web Programs	General Fund	797.53
				Total for Payment No.:		797.53

**Payment No: 638842**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	CALIFORNIA ASSOC OF PUBLIC CEMETERIES	00458686	12263	MEMBERSHIP DUES FOR 2020	Cemetery	378.00
				Total for Payment No.:		378.00

**Payment No: 638843**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	CARLE, MACKIE, POWER & ROSS LLP	00459608	11524	LEGAL SERVICES	Housing Successor	4,590.00
12/05/2019	CARLE, MACKIE, POWER & ROSS LLP	00459609	10872	LEGAL SERVICES	City Affordable Housing	1,755.00
12/05/2019	CARLE, MACKIE, POWER & ROSS LLP	00459610	11525	LEGAL SERVICES	City Affordable Housing	9,585.00
				Total for Payment No.:		15,930.00

**Payment No: 638844**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	CHRISTY VAULT CO	00459596	0086596-IN COR	BURIAL VAULTS	Cemetery	8,126.00
				Total for Payment No.:		8,126.00

**Payment No: 638845**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	CHURCHWELL WHITE	00459426	36199	CHANGE ORDER #1 - ADDITIONAL F	Special Liability Insurance	40,826.90
12/05/2019	CHURCHWELL WHITE	00459428	35962	CHANGE ORDER #1 - ADDITIONAL F	Special Liability Insurance	91,503.77
				Total for Payment No.:		132,330.67

**Payment No: 638846**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	CITY OF CAMPBELL-SCCSET	00458961	31330NOV2019	FY 19/20 agency contribution	General Fund	5,000.00

Total for Payment No.: 5,000.00

**Payment No: 638847**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	CITY OF FOSTER CITY	00459258	13355	CAL OPPS COMM OUTREACH MGR	General Fund	300.00
12/05/2019	CITY OF FOSTER CITY	00459258	13355	CAL OPPS COMM OUTREACH MGR	General Fund	200.00
Total for Payment No.:						500.00

**Payment No: 638848**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	CIVITAS ADVISORS	00459504	55911	IMPLEMENTATION OF SANTA CLARA	Deposit Funds.	6,240.00
Total for Payment No.:						6,240.00

**Payment No: 638849**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	COGENT COMMUNICATIONS	00458875	CITYOFS00015NOV2019	INTERNET SERVICE	Information Technology Service	1,500.00
Total for Payment No.:						1,500.00

**Payment No: 638850**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	CONLEFF PLUMBING SUPPLY CO	00459065	190735	R1003A	General Fund	31.39
12/05/2019	CONLEFF PLUMBING SUPPLY CO	00459066	190803	SLOAN R1004-A	General Fund	531.70
12/05/2019	CONLEFF PLUMBING SUPPLY CO	00459070	190664	BRADLEY	General Fund	472.16
12/05/2019	CONLEFF PLUMBING SUPPLY CO	00459071	190637	CHICAGO	General Fund	52.73
12/05/2019	CONLEFF PLUMBING SUPPLY CO	00459072	190684	A-71	General Fund	23.54
Total for Payment No.:						1,111.52

**Payment No: 638851**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	COOPERATIVE PERSONNEL SERVICES	00459256	SOP50303	LEGAL OS 30 BOOKS AGENCY FEE	General Fund	747.50
				Total for Payment No.:		747.50

**Payment No: 638852**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	CORINTHIAN INTERNATIONAL PARKING SERVICE	00459068	14592	RED HAWK CASINO TRIP 9/24/19	General Fund	1,410.50
				Total for Payment No.:		1,410.50

**Payment No: 638853**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	CORODATA RECORDS MANAGEMENT, INC	00459594	RS3121033	RECORDS MGMT SVCS OCT19	General Fund	1,067.52
				Total for Payment No.:		1,067.52

**Payment No: 638854**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	CROWN BEES	00459073	2019-1861	NATIVE BEE SHARE COTTAGE	General Fund	356.47
				Total for Payment No.:		356.47

**Payment No: 638855**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	CSG CONSULTANTS INC	00459521	25720	AGREEMENT FOR UNCONTROLLED CRO	Streets And Highways	15,922.38
12/05/2019	CSG CONSULTANTS INC	00459523	26190	AGREEMENT FOR UNCONTROLLED CRO	Streets And Highways	11,392.25
12/05/2019	CSG CONSULTANTS INC	00459525	26791	AGREEMENT FOR UNCONTROLLED CRO	Streets And Highways	1,680.00
12/05/2019	CSG CONSULTANTS INC	00459526	27236	AGREEMENT FOR UNCONTROLLED CRO	Streets And Highways	4,070.50
				Total for Payment No.:		33,065.13



**Payment No: 638856**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	CURRIE & BROWN INC.	00459486	7005573	Deliverable 1: Provide detaile	Parks And Recreation	4,640.00
12/05/2019	CURRIE & BROWN INC.	00459486	7005573	Deliverable 2: Provide cost es	Parks And Recreation	16,110.00
12/05/2019	CURRIE & BROWN INC.	00459486	7005573	Meetings & Review	Parks And Recreation	1,320.00
12/05/2019	CURRIE & BROWN INC.	00459486	7005573	Contingency and/or Expenses	Parks And Recreation	2,930.00
				Total for Payment No.:		25,000.00

**Payment No: 638857**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	CXTEC	00459433	7008409	Data Center Support Services-p	Information Technology Service	2,875.00
				Total for Payment No.:		2,875.00

**Payment No: 638858**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	DELL MARKETING LP	00459488	10347758050	DELL ULTRASHARP 30 MONITOR WIT	Electric Utility Construction	17,661.73
12/05/2019	DELL MARKETING LP	00459488	10347758050	DELL ULTRASHARP 30 MONITOR WIT	Electric Utility Construction	144.16
12/05/2019	DELL MARKETING LP	00459488	10347758050	ENVIRONMENTAL FEE	Electric Utility Construction	96.00
12/05/2019	DELL MARKETING LP	00459488	10347758050	NON TAXABLE	Electric Utility Construction	144.16
				Total for Payment No.:		18,046.05

**Payment No: 638859**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	DP NICOLI INC	00459247	IR204866	STEEL PLATE	Water Utility Construction	1,812.44
12/05/2019	DP NICOLI INC	00459247	IR204866	ENVIRONMENTAL FEE	Water Utility Construction	18.11

12/05/2019	DP NICOLI INC	00459248	IR206834	STEEL PLATE	Water Utility Construction	1,812.44
12/05/2019	DP NICOLI INC	00459248	IR206834	ENVIRONMENTAL FEE	Water Utility Construction	18.11
				Total for Payment No.:		3,661.10

**Payment No: 638860**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	DUNN-EDWARDS CORP	00459074	2011155605	SPARTA SHIELD	General Fund	193.19
12/05/2019	DUNN-EDWARDS CORP	00459075	2011155624	SYN-LUSTRO INT	General Fund	197.43
12/05/2019	DUNN-EDWARDS CORP	00459076	2011154364	FLEX NYLON PUTTY KNIFE	General Fund	362.98
12/05/2019	DUNN-EDWARDS CORP	00459077	2011155412	SPARTA SHIELD	General Fund	44.51
12/05/2019	DUNN-EDWARDS CORP	00459249	2011156062	PAINT	Water Utility	16.37
12/05/2019	DUNN-EDWARDS CORP	00459250	2011155947	PAINT	Water Utility	11.46
12/05/2019	DUNN-EDWARDS CORP	00459257	2011151339	PAINT	Water Utility	197.43
				Total for Payment No.:		1,023.37

**Payment No: 638861**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	DYNTEK SERVICES, INC.	00459434	PR079885REV	Security Assessment	General Government - Other	10,500.00
				Total for Payment No.:		10,500.00

**Payment No: 638862**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	EAGLE FIELD FOUNDATION	00459648	20191156	SPECIALIZED UNIT TRAINING	General Fund	500.00
				Total for Payment No.:		500.00

**Payment No: 638863**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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12/05/2019	EJ PIRES TRUCKING INC	00459435	95386	TRUCKING AND HAULING SERVICES-	Water Utility	615.83
12/05/2019	EJ PIRES TRUCKING INC	00459435	95386	TRUCKING & HAULING SERVICES -	Sewer Utility	108.67
				Total for Payment No.:		724.50

**Payment No: 638864**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	ENERGY CIRCUIT	00459453	9130	RENEW SITE LIC 1/1/20-12/31/20	Electric Utility	19,000.00
				Total for Payment No.:		19,000.00

**Payment No: 638865**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	ENOVEN TRUCK BODY & EQUIPMENT	00459626	83317	DUMPBODY: RUGBY ELIMINATOR MD-	General Fund	36,421.26
				Total for Payment No.:		36,421.26

**Payment No: 638866**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	EUROFINS EATON ANALYTICAL INC	00459476	L0482845	WATER SAMPLE TESTING	Water Utility	15.00
12/05/2019	EUROFINS EATON ANALYTICAL INC	00459477	L0482982	WATER SAMPLE TESTING	Water Utility	20.00
12/05/2019	EUROFINS EATON ANALYTICAL INC	00459529	L0482638	WATER SAMPLING	Water Utility	30.00
12/05/2019	EUROFINS EATON ANALYTICAL INC	00459538	L0480710	WATER SAMPLE TESTING	Water Utility	4,660.00
				Total for Payment No.:		4,725.00

**Payment No: 638867**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	EXPRESS FENCE LLC	00459078	19467	SIX FT CHAIN LINK FENCE	General Fund	2,133.00
				Total for Payment No.:		2,133.00

**Payment No: 638868**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	FAST UNDERCAR SANTA CLARA	00458882	948632	PARTS V3120	Fleet Operation Fund	1,059.30
12/05/2019	FAST UNDERCAR SANTA CLARA	00458883	949622	PARTS - V3421	Fleet Operation Fund	1,059.30
12/05/2019	FAST UNDERCAR SANTA CLARA	00458884	948742	PARTS - V3028	Fleet Operation Fund	22.56
12/05/2019	FAST UNDERCAR SANTA CLARA	00458885	951447	PARTS V2676	Fleet Operation Fund	9.21
12/05/2019	FAST UNDERCAR SANTA CLARA	00458886	951472	PARTS - STOCK	Fleet Operation Fund	739.88
12/05/2019	FAST UNDERCAR SANTA CLARA	00458886	951472	CA BATTERY FEE	Fleet Operation Fund	7.00
12/05/2019	FAST UNDERCAR SANTA CLARA	00458887	949621	PARTS V3423	Fleet Operation Fund	1,059.30
				Total for Payment No.:		3,956.55

**Payment No: 638869**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	FEDERAL EXPRESS	00459231	6-832-99622	MISC. SHIPPING DVR	Electric Utility	4.21
				Total for Payment No.:		4.21

**Payment No: 638870**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	FREMONT RUBBER STAMP CO INC	00459614	165780	STAMP FOR ASSISTANT CITY CLERK	General Fund	30.01
				Total for Payment No.:		30.01

**Payment No: 638871**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	GLOBAL KNOWLEDGE TRAINING, LLC	00458999	CGKSQ0197912	2868N - PROJ MGMT FUNDAMENTALS	General Fund	555.00
12/05/2019	GLOBAL KNOWLEDGE TRAINING, LLC	00458999	CGKSQ0197912	2868N - PROJ MGMT FUNDAMENTALS	Electric Utility	9,435.00
12/05/2019	GLOBAL KNOWLEDGE TRAINING, LLC	00458999	CGKSQ0197912	2868N - PROJ MGMT FUNDAMENTALS	General Fund	1,110.00
				Total for Payment No.:		11,100.00

**Payment No: 638872**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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12/05/2019	GLOBAL RENTAL CO	00459419	3417299	RENT FREIGHTLINER M2-106 DEC19	Electric Utility	3,706.00
Total for Payment No.:						3,706.00

**Payment No: 638873**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	GOLDEN GATE TRUCK CENTER	00458888	F005954203:01	PARTS - V3122	Fleet Operation Fund	149.41
Total for Payment No.:						149.41

**Payment No: 638874**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	GOODWIN CONSULTING GROUP INC	00459235	10440	SPECIAL TAX CONSULT SRVCS	Expendable Trust Funds	5,519.50
Total for Payment No.:						5,519.50

**Payment No: 638875**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	HARLAND TECHNOLOGY SERVICES	00459254	14635032	ANNUAL ONSITE MAINT - SCANTRON	General Fund	1,063.00
Total for Payment No.:						1,063.00

**Payment No: 638876**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	HELENE ROTHSCHILD	00459087	32459NOV2019	COUNSELING SERVICES	General Fund	160.00
12/05/2019	HELENE ROTHSCHILD	00459678	32459NOV2019A	BEHAVIORAL HEALTH	General Fund	160.00
Total for Payment No.:						320.00

**Payment No: 638877**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	HI-LINE UTILITY SUPPLY	00459417	10143526	5" RUBBER DUCT PROJECTILE	Electric Utility	94.29
Total for Payment No.:						94.29

**Payment No: 638878**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	HOME DEPOT USA	00458679	519243703	JANITORIAL SUPPLIES	General Fund	55.92
12/05/2019	HOME DEPOT USA	00458680	519641625	JANITORIAL SUPPLIES	General Fund	1,424.83
12/05/2019	HOME DEPOT USA	00458681	519901698	JANITORIAL SUPPLIES	General Fund	89.40
12/05/2019	HOME DEPOT USA	00458779	519380562	JANITORIAL SUPPLIES	General Fund	29.80
12/05/2019	HOME DEPOT USA	00458782	519885511	JANITORIAL SUPPLIES	General Fund	44.70
12/05/2019	HOME DEPOT USA	00458783	519682314	JANITORIAL SUPPLIES	General Fund	250.45
12/05/2019	HOME DEPOT USA	00458930	515693901	JANITORIAL SUPPLIES	General Fund	412.23
12/05/2019	HOME DEPOT USA	00458932	515693919	JANITORIAL SUPPLIES	General Fund	408.15
12/05/2019	HOME DEPOT USA	00458935	517578605	JANITORIAL SUPPLIES	General Fund	298.91
12/05/2019	HOME DEPOT USA	00458936	517578613	JANITORIAL SUPPLIES	General Fund	551.95
12/05/2019	HOME DEPOT USA	00458937	517787263	MULTIFOLD	General Fund	-27.12
12/05/2019	HOME DEPOT USA	00458938	517810503	MULTIFOLD TOWELS	General Fund	27.12
12/05/2019	HOME DEPOT USA	00459273	518496047	JANITORIAL SUPPLIES	Water Utility	159.23
12/05/2019	HOME DEPOT USA	00459274	518496062	JANITORIAL SUPPLIES	Electric Utility	146.41
12/05/2019	HOME DEPOT USA	00459275	518496021	JANITORIAL SUPPLIES	General Fund	180.42
12/05/2019	HOME DEPOT USA	00459276	518496054	JANITORIAL SUPPLIES	General Fund	196.53
12/05/2019	HOME DEPOT USA	00459277	518741392	JANITORIAL SUPPLIES	General Fund	108.79
12/05/2019	HOME DEPOT USA	00459279	519162549	JANITORIAL SUPPLIES	General Fund	44.73
12/05/2019	HOME DEPOT USA	00459281	518496039	JANITORIAL SUPPLIES	General Fund	250.71
12/05/2019	HOME DEPOT USA	00459283	519869465	JANITORIAL SUPPLIES	General Fund	244.20
12/05/2019	HOME DEPOT USA	00459284	519869473	JANITORIAL SUPPLIES	General Fund	462.78
12/05/2019	HOME DEPOT USA	00459285	519869457	JANITORIAL SUPPLIES	General Fund	141.72
				Total for Payment No.:		5,501.86

**Payment No: 638879**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	HZR HOME DESIGNERS	00458872	1940-1	ARCHITECTURAL PLANS - PORITZ	H.U.D Capital Projects	800.00

12/05/2019	HZR HOME DESIGNERS	00458872	1940-1	PORITZ - 10564	H.U.D Capital Projects	800.00
12/05/2019	HZR HOME DESIGNERS	00458872	1940-1	PORITZ - 10564	H.U.D Capital Projects	-800.00
Total for Payment No.:						800.00

**Payment No: 638880**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	ICE US OTC COMMODITY MARKETS LLC	00459000	1019000868088	ENERGY BROKER COMM OCT19	Electric Utility	5,475.00
Total for Payment No.:						5,475.00

**Payment No: 638881**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	ICONIX WATERWORKS (US) INC	00458903	17913033107	MANHOLE HOOKS	Sewer Utility	101.35
Total for Payment No.:						101.35

**Payment No: 638882**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	INDUSTRIAL SCIENTIFIC CORP	00458905	2262478	GAS MONITORING SUBSCRIPTION	Sewer Utility	554.47
Total for Payment No.:						554.47

**Payment No: 638883**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	INTER DISPOSAL CORP OF CA	00459415	5127-000034645	NOV 2019 POLE REMOVAL	Electric Utility Construction	594.41
Total for Payment No.:						594.41

**Payment No: 638884**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	JAM SERVICES INC	00458906	123812	LED MODULE	Electric Utility	256.15

12/05/2019	JAM SERVICES INC	00459431	125922	LED MODULE W/ CONNECTOR 12"	Electric Utility	256.15
12/05/2019	JAM SERVICES INC	00459519	126432	FLASHER, SOLID STATE, RENO A&E	Electric Utility	65.40
				Total for Payment No.:		577.70

**Payment No: 638885**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	JOHN W GREENE	00458959	CSC110819	Basketball game officials	General Fund	780.00
				Total for Payment No.:		780.00

**Payment No: 638886**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	KALLCENTS	00458950	E42516103119	Oct Q Card montly fee	General Fund	20.09
				Total for Payment No.:		20.09

**Payment No: 638887**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	KIMLEY-HORN AND ASSOC INC	00459483	15190076	AGREEMENT FOR THE LAFAYETTE ST	Streets And Highways	16,235.00
12/05/2019	KIMLEY-HORN AND ASSOC INC	00459483	15190076	REIMBURSABLES.	Streets And Highways	69.54
				Total for Payment No.:		16,304.54

**Payment No: 638888**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	KING CRANE SERVICE INC	00459427	175500	265 TON CRANE10/30/19 AGATE DR	Electric Utility Construction	6,200.00
12/05/2019	KING CRANE SERVICE INC	00459427	175500	ACCESSORY LOAD	Electric Utility Construction	600.00
12/05/2019	KING CRANE SERVICE INC	00459427	175500	PERMITS	Electric Utility Construction	50.00
12/05/2019	KING CRANE SERVICE INC	00459427	175500	COUNTERWEIGHT TRUCK 10/30/19	Electric Utility Construction	2,000.00



12/05/2019	KING CRANE SERVICE INC	00459427	175500	FUEL/INSURANCE	Electric Utility Construction	619.50
12/05/2019	KING CRANE SERVICE INC	00459430	175501	265 TON CRANE 10/30/19 AGATE DR	Electric Utility Construction	6,200.00
12/05/2019	KING CRANE SERVICE INC	00459430	175501	PERMITS	Electric Utility Construction	50.00
12/05/2019	KING CRANE SERVICE INC	00459430	175501	ACCESSORY LOAD	Electric Utility Construction	600.00
12/05/2019	KING CRANE SERVICE INC	00459430	175501	COUNTERWEIGHT TRUCK 10/30/19	Electric Utility Construction	2,000.00
12/05/2019	KING CRANE SERVICE INC	00459430	175501	FUEL/INSURANCE	Electric Utility Construction	619.50
Total for Payment No.:						18,939.00

**Payment No: 638889**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	KOFFLER	00458953	00093059-IN	CHANGE OUT CONDENSOR B MOTOR	Electric Utility	4,020.00
12/05/2019	KOFFLER	00458953	00093059-IN	BOOM CRANE RENTAL	Electric Utility	1,100.00
Total for Payment No.:						5,120.00

**Payment No: 638890**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	LAPKOFF & GOBALET DEMOGRAPHIC	00459502	161.9	DEMOGRAPHIC SERVICES - ASSISTA	General Fund	3,700.00
12/05/2019	LAPKOFF & GOBALET DEMOGRAPHIC	00459502	161.9	CHANGE ORDER # 1 - ADDITIONAL	General Fund	1,850.00
Total for Payment No.:						5,550.00

**Payment No: 638891**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	LEIDOS ENGINEERING LLC	00458968	R20-FSR-0076	FOOD SRV REB;63687-01;815 BING	Elec Operating Grant Trust Fund	150.00
Total for Payment No.:						150.00

**Payment No: 638892**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	LEXIS/NEXIS BUSINESS &	00458954	C100210-20191031	onlinertptprog FFA19/20	General Fund	7,141.37
				Total for Payment No.:		7,141.37

**Payment No: 638893**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	LIEBERT CASSIDY WHITMORE	00459459	1488418	PROF. SERVICES - INVESTIGATION	Special Liability Insurance	3,901.50
12/05/2019	LIEBERT CASSIDY WHITMORE	00459460	1488902	TRAINING MAXI. SUPERVISORY	General Fund	3,000.00
				Total for Payment No.:		6,901.50

**Payment No: 638894**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	LINCOLN GLASS & MIRROR CO	00458778	2346	GLASS DOOR	General Fund	2,480.00
				Total for Payment No.:		2,480.00

**Payment No: 638895**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	M B COMPANIES INC	00458781	242142	GASKETS	General Fund	69.87
				Total for Payment No.:		69.87

**Payment No: 638896**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	M R DILLINGHAM	00459618	13602-A	Dog Park Improvements	Parks And Recreation	4,637.50
				Total for Payment No.:		4,637.50

**Payment No: 638897**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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12/05/2019	MALLORY SAFETY & SUPPLY LLC	00458998	4745013	COLOR LOGO CHARGES FOR VESTS	Electric Utility	21.80
				Total for Payment No.:		21.80

**Payment No: 638898**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	MATTHEWS INTERNATIONAL CORP	00458740	93415183	BRONZE PLAQUE - JAMES FOWLER	Cemetery	222.52
				Total for Payment No.:		222.52

**Payment No: 638899**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	MEMORIAL IMPRESSIONS INC.	00459088	26775	INSCRIPTION/INSTALLATION SERV	Cemetery	4,076.00
				Total for Payment No.:		4,076.00

**Payment No: 638900**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	METAL-WERX	00458909	0001986	SS ROUND 304 3/16	Water Utility	73.68
				Total for Payment No.:		73.68

**Payment No: 638901**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	MINTIER HARNISH LP	00459506	SantaClaraZCU-22	CHANGE ORDER #1 - ADDITIONAL F	General Government - Other	1,748.55
				Total for Payment No.:		1,748.55

**Payment No: 638902**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	MITCHELL 1	00459280	RU4268577	EMISSION CONTROL RENEWAL SHOP	Fleet Operation Fund	170.04
				Total for Payment No.:		170.04

**Payment No: 638903**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	MONAHAN PAPER CO	00458957	649476	paper goods	General Fund	239.96
				Total for Payment No.:		239.96

**Payment No: 638904**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	MOORE IACOFANO GOLTSMAN, INC	00459480	0060616	AGREEMENT FOR AN AMERICANS WIT	Public Buildings	18,440.56
12/05/2019	MOORE IACOFANO GOLTSMAN, INC	00459505	0061541	PROFESSIONAL SERVICE OCT2019	Deposit Funds.	3,000.12
				Total for Payment No.:		21,440.68

**Payment No: 638905**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	NATIONAL METER & AUTOMATION INC	00458911	S1120209.001	FIRE HYDRANT METER	Water Utility	276.88
				Total for Payment No.:		276.88

**Payment No: 638906**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	NAVIGANT CONSULTING INC	00459452	0100047090	NERC CIP SUPPORT OCT19	Electric Utility	2,311.50
				Total for Payment No.:		2,311.50

**Payment No: 638907**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	NEOPOST	00459268	15872960	FEEDER RISER	General Fund	137.34
12/05/2019	NEOPOST	00459271	15870752	ROUND PAPER TABS	General Fund	202.73
12/05/2019	NEOPOST	00459272	15870750	WHITE TABS	General Fund	177.67
12/05/2019	NEOPOST	00459522	15843562	MULTI-SIDE IN LINE TABBER NEOP	General Fund	15,668.75
12/05/2019	NEOPOST	00459524	15843564	FEEDER FOR TABBINGMACHINE NEOP	General Fund	4,085.32
				Total for Payment No.:		20,271.81

**Payment No: 638908**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	PACIFIC COAST FLAG	00459079	22600	OUTDOOR FLAGS	General Fund	224.78
				Total for Payment No.:		224.78

**Payment No: 638909**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	PACIFIC GAS & ELECTRIC CO	00458993	0007878389-1	BUCKS CREEK RELICENSING SEP19	Electric Utility Construction	29,959.54
				Total for Payment No.:		29,959.54

**Payment No: 638910**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	PG&E	00458964	0007877195-3	COO 115KV NRS (TFA) NOV19	Electric Utility	6,600.59
				Total for Payment No.:		6,600.59

**Payment No: 638911**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	PG&E	00458966	0007877196-1	COO NONRULE 2 LES/230KV NOV19	Electric Utility	3,231.16
				Total for Payment No.:		3,231.16

**Payment No: 638912**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	POCO SOLAR ENERGY INC	00458914	116015	REPAIR LUGS	Water Utility	119.90
				Total for Payment No.:		119.90

**Payment No: 638913**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	PRAXAIR DISTRIBUTION INC	00459644	91463151	DEMURRAGE	Sewer Utility	8.90

12/05/2019	PRAXAIR DISTRIBUTION INC	00459644	91463151	DEMURRAGE	Water Utility Construction	41.62
12/05/2019	PRAXAIR DISTRIBUTION INC	00459644	91463151	DEMURRAGE	Electric Utility	8.90
12/05/2019	PRAXAIR DISTRIBUTION INC	00459644	91463151	DEMURRAGE	Electric Utility Construction	16.17
12/05/2019	PRAXAIR DISTRIBUTION INC	00459644	91463151	DEMURRAGE	Electric Utility	11.62
12/05/2019	PRAXAIR DISTRIBUTION INC	00459645	92560300	DEMURRAGE	Sewer Utility	136.06
12/05/2019	PRAXAIR DISTRIBUTION INC	00459645	92560300	DEMURRAGE	Water Utility Construction	635.89
12/05/2019	PRAXAIR DISTRIBUTION INC	00459645	92560300	DEMURRAGE	Electric Utility	136.06
12/05/2019	PRAXAIR DISTRIBUTION INC	00459645	92560300	DEMURRAGE	Electric Utility Construction	247.06
12/05/2019	PRAXAIR DISTRIBUTION INC	00459645	92560300	DEMURRAGE	Electric Utility	177.50
				Total for Payment No.:		1,419.78

**Payment No: 638914**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	QUALITROL COMPANY LLC	00458915	20088428	SEMAPHORE	Electric Utility	779.50
				Total for Payment No.:		779.50

**Payment No: 638915**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	R & B CO	00458917	S1888189.001	CLOW HYDRANT	Water Utility	1,981.87
12/05/2019	R & B CO	00458918	S1886314.001	MJ CROSS AND ADAPTER	Water Utility	1,486.97
12/05/2019	R & B CO	00458919	S1877376.001	H14118N METER	Water Utility	8,829.00
12/05/2019	R & B CO	00458921	S1885544.001	PC 350 DI PIPE	Water Utility	4,085.87
12/05/2019	R & B CO	00458924	S1878700.003	FREIGHT CHARGES	Water Utility Construction	564.65
12/05/2019	R & B CO	00459633	S1890235.001	HYDRANT, PAINTED WHITE 4IN STR	Water Utility	51,012.00
12/05/2019	R & B CO	00459634	S1893573.001	EXTENSION, HYDRANT BURY, 6 X 6	Water Utility	1,744.00
12/05/2019	R & B CO	00459635	S1893573.002	VALVE, GATE, MJ, 12IN, CI, RES	Water Utility	6,819.39
12/05/2019	R & B CO	00459636	S1894008.001	TAPE, PVC PIPE WRAPPING, SIZE	Water Utility	272.50

12/05/2019	R & B CO	00459636	S1894008.001	VALVE, GATE, FLANGED, 3IN, RES	Water Utility	931.75
12/05/2019	R & B CO	00459636	S1894008.001	HOSE, BIBB, 3/4IN, MALE (NO KI	Water Utility	98.10
12/05/2019	R & B CO	00459636	S1894008.001	WASHER, 3/4IN, RUBBER, FOR WAT	Water Utility	327.00
				Total for Payment No.:		78,153.10

**Payment No: 638916**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	R3 CONSULTING GROUP, INC.	00458726	9423	NEGOTIATIONS SERVICES	Solid Waste Program	5,852.50
				Total for Payment No.:		5,852.50

**Payment No: 638917**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	RAUL MANZO	00458873	56	100% DONE W/RETENTION-JOHNSON	H.U.D Capital Projects	19,738.80
12/05/2019	RAUL MANZO	00458873	56	JOHNSON - 10542	H.U.D Capital Projects	19,738.80
12/05/2019	RAUL MANZO	00458873	56	JOHNSON - 10542	H.U.D Capital Projects	-19,738.80
				Total for Payment No.:		19,738.80

**Payment No: 638918**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	REED & GRAHAM INC	00459640	962820	COLD MIX & BASE ROCK	Water Utility Construction	1,321.65
12/05/2019	REED & GRAHAM INC	00459640	962820	COLD MIX & BASE ROCK	Water Utility	528.66
12/05/2019	REED & GRAHAM INC	00459640	962820	COLD MIX & BASE ROCK	Electric Utility Construction	660.83
12/05/2019	REED & GRAHAM INC	00459640	962820	COLD MIX & BASE ROCK	Sewer Utility	132.17
12/05/2019	REED & GRAHAM INC	00459641	963027	COLD MIX & BASE ROCK	Water Utility Construction	856.80
12/05/2019	REED & GRAHAM INC	00459641	963027	COLD MIX & BASE ROCK	Water Utility	342.71
12/05/2019	REED & GRAHAM INC	00459641	963027	COLD MIX & BASE ROCK	Electric Utility	428.40

					Construction	
12/05/2019	REED & GRAHAM INC	00459641	963027	COLD MIX & BASE ROCK	Sewer Utility	85.69
12/05/2019	REED & GRAHAM INC	00459643	963510	COLD MIX & BASE ROCK	Water Utility Construction	84.85
12/05/2019	REED & GRAHAM INC	00459643	963510	COLD MIX & BASE ROCK	Water Utility	33.96
12/05/2019	REED & GRAHAM INC	00459643	963510	COLD MIX & BASE ROCK	Electric Utility Construction	42.45
12/05/2019	REED & GRAHAM INC	00459643	963510	COLD MIX & BASE ROCK	Sewer Utility	8.49
				Total for Payment No.:		4,526.66

**Payment No: 638919**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	RIGHT ANGLE DESIGN	00459501	6282	PRESS QUALITY PDF ACTIVITY GUI	General Fund	4,000.00
				Total for Payment No.:		4,000.00

**Payment No: 638920**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	RR DONNELLEY	00459196	378114265	2019 1099 MISC BLANK W/BACKERS	General Fund	29.55
12/05/2019	RR DONNELLEY	00459197	561333244	2019 LWS87PSBF W2 PRESS SEAL	General Fund	715.46
				Total for Payment No.:		745.01

**Payment No: 638921**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	SALIENTPOINT LLC	00459613	112219-72	Coaching: Message, Media, and	General Fund	8,460.00
12/05/2019	SALIENTPOINT LLC	00459613	112219-72	TRAVEL EXPENSES	General Fund	1,613.55
				Total for Payment No.:		10,073.55

**Payment No: 638922**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	SAN FRANCISCO SHERIFF'S DEPT	00458969	12867NOV2019	SFSD deputies 72019 non-NFL	General Fund	53,663.75



12/05/2019	SAN FRANCISCO SHERIFF'S DEPT	00458969	12867NOV2019	SFSD deputies 8102019 NFL	General Fund	49,392.75
12/05/2019	SAN FRANCISCO SHERIFF'S DEPT	00458969	12867NOV2019	SFSD deputies 8182019 non-NFL	General Fund	2,781.00
12/05/2019	SAN FRANCISCO SHERIFF'S DEPT	00458969	12867NOV2019	SFSD deputies 8292019 NFL	General Fund	36,491.51
12/05/2019	SAN FRANCISCO SHERIFF'S DEPT	00458969	12867NOV2019	SFSD deputies 9222019 NFL	General Fund	44,471.75
				Total for Payment No.:		186,800.76

**Payment No: 638923**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	SAN MATEO CO HEALTH DEPT	00459534	95420	LABORATORY FEES	Water Utility	330.00
				Total for Payment No.:		330.00

**Payment No: 638924**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	SANTA CLARA WEEKLY	00459242	1243905	Bldg Code Ordinance 2 week Pub	General Fund	2,080.00
				Total for Payment No.:		2,080.00

**Payment No: 638925**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	SANTA CLARA WINDUSTRIAL CO	00458926	690153 01	1/4 CBM & 1/4 LM SS/BR LF	Water Utility	33.01
12/05/2019	SANTA CLARA WINDUSTRIAL CO	00458927	690389 01	BALL VALVE	Water Utility	96.63
12/05/2019	SANTA CLARA WINDUSTRIAL CO	00458928	691696 01	WATER VALVE	Water Utility	236.58
				Total for Payment No.:		366.22

**Payment No: 638926**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	SCHAAF & WHEELER CONSULTING	00459472	31608	AGREEMENT FOR DESIGN PROFESSIO	Storm Drain	42,806.56
12/05/2019	SCHAAF & WHEELER CONSULTING	00459473	31748	AGREEMENT FOR DESIGN PROFESSIO	Storm Drain	67,706.83
12/05/2019	SCHAAF & WHEELER CONSULTING	00459474	31868	AGREEMENT FOR DESIGN PROFESSIO	Storm Drain	68,953.23
				Total for Payment No.:		179,466.62

**Payment No: 638927**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	SHIMER, DOROTHY	00458951	11250NOV2019	Charlottes Web Musician	General Fund	615.00
				Total for Payment No.:		615.00

**Payment No: 638928**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	SHRED-IT USA LLC	00459423	8128640404	1705 ELEC. SHRED OCT2019	Electric Utility	135.50
12/05/2019	SHRED-IT USA LLC	00459423	8128640404	1705 ELEC. SHRED NPV2019	Electric Utility	136.06
12/05/2019	SHRED-IT USA LLC	00459615	8128521369	CITY ATTORNEY'S OFFICE	General Fund	128.45
12/05/2019	SHRED-IT USA LLC	00459615	8128521369	CCO-RECORDS CENTER	General Fund	128.46
12/05/2019	SHRED-IT USA LLC	00459615	8128521369	FINANCE-ACCOUNTING & PAYROLL	General Fund	256.89
12/05/2019	SHRED-IT USA LLC	00459615	8128521369	FINANCE-MUNICIPAL SERVICES	General Fund	128.45
12/05/2019	SHRED-IT USA LLC	00459615	8128521369	HOUSING	General Fund	128.45
12/05/2019	SHRED-IT USA LLC	00459615	8128521369	HUMAN RESOURCES	General Fund	128.45
12/05/2019	SHRED-IT USA LLC	00459615	8128521369	INFORMATION TECHNOLOLY	Information Technology Service	256.89
12/05/2019	SHRED-IT USA LLC	00459627	9433962994	CITY ATTORNEY'S OFFICE	General Fund	-29.18
12/05/2019	SHRED-IT USA LLC	00459627	9433962994	CCO-RECORDS CENTER	General Fund	-29.16
12/05/2019	SHRED-IT USA LLC	00459627	9433962994	FINANCE-ACCOUNTING & PAYROLL	General Fund	-58.36
12/05/2019	SHRED-IT USA LLC	00459627	9433962994	FINANCE-MUNICIPAL SERVICES	General Fund	-29.18
12/05/2019	SHRED-IT USA LLC	00459627	9433962994	HOUSING	General Fund	-29.18
12/05/2019	SHRED-IT USA LLC	00459627	9433962994	HUMAN RESOURCES	General Fund	-29.18
12/05/2019	SHRED-IT USA LLC	00459627	9433962994	INFORMATION TECHNOLOLY	Information Technology Service	-58.36
				Total for Payment No.:		1,165.00

**Payment No: 638929**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	SHREDLOGIX INC	00458504	0006702	SHRED 1500 BASEMENT OCT19	Electric Utility	80.00

Total for Payment No.: 80.00

**Payment No: 638930**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	STEVEN FARRER	00459530	REFUND AR ITEM - CIT11494CR		General Fund	500.00
				Total for Payment No.:		500.00

**Payment No: 638931**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	STUDY.COM, LLC	00459264	7001	POLICE DEPT.	General Fund	2,000.00
12/05/2019	STUDY.COM, LLC	00459264	7001	PUBLIC WORKS	Fleet Operation Fund	1,000.00
12/05/2019	STUDY.COM, LLC	00459264	7001	FIRE	General Fund	2,000.00
12/05/2019	STUDY.COM, LLC	00459264	7001	LIBRARY	General Fund	1,000.00
12/05/2019	STUDY.COM, LLC	00459264	7001	CITY MANAGER OFFICE	General Fund	1,000.00
12/05/2019	STUDY.COM, LLC	00459264	7001	FINANCE	General Fund	2,000.00
12/05/2019	STUDY.COM, LLC	00459264	7001	FINANCE	General Fund	1,300.00
12/05/2019	STUDY.COM, LLC	00459264	7001	FINANCE	General Fund	1,300.00
12/05/2019	STUDY.COM, LLC	00459264	7001	FINANCE	General Fund	100.00
12/05/2019	STUDY.COM, LLC	00459264	7001	FINANCE	General Fund	1,300.00
12/05/2019	STUDY.COM, LLC	00459264	7001	SILICON VALLEY POWER	Electric Utility	1,000.00
12/05/2019	STUDY.COM, LLC	00459264	7001	BUILDING MAINTENANCE	General Fund	2,000.00
12/05/2019	STUDY.COM, LLC	00459264	7001	COMMUNITY DEVELOPMENT	General Fund	1,000.00
12/05/2019	STUDY.COM, LLC	00459264	7001	PARKS & REC	Cemetery	3,000.00
12/05/2019	STUDY.COM, LLC	00459264	7001	PARKS & REC	General Fund	1,000.00
				Total for Payment No.:		21,000.00

**Payment No: 638932**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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12/05/2019	SUSYN STECCHI	00459616	19-11DPU	Raymond G. Gamma Dog Park Impr	General Fund	187.50
Total for Payment No.:						187.50

**Payment No: 638933**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	T-MOBILE	00459461	952058658 OCT2019	APR RECURRING CELL SERVICE	Information Technology Service	3,740.64
12/05/2019	T-MOBILE	00459461	952058658 OCT2019	APR PD CELLULAR SERVICE	General Fund	450.00
12/05/2019	T-MOBILE	00459461	952058658 OCT2019	APR STADIUM CELLULAR SERVIC	General Fund	38.64
12/05/2019	T-MOBILE	00459461	952058658 OCT2019	APR CMO CELLULAR SERVICE	General Fund	316.00
12/05/2019	T-MOBILE	00459461	952058658 OCT2019	APR PARKS CELLULAR SERVICE	General Fund	619.07
12/05/2019	T-MOBILE	00459461	952058658 OCT2019	APR WATER CELLULAR SERVICE	Sewer Utility	599.10
12/05/2019	T-MOBILE	00459461	952058658 OCT2019	APR COUNCIL CELLULAR SERVICE	General Fund	64.40
12/05/2019	T-MOBILE	00459461	952058658 OCT2019	APR CCD CELLULAR SERVICE	General Fund	59.91
12/05/2019	T-MOBILE	00459461	952058658 OCT2019	APR HR CELLULAR SERVICE	General Fund	51.80
Total for Payment No.:						5,939.56

**Payment No: 638934**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	THE HOME DEPOT PRO	00458780	521920876	JANITORIAL SUPPLIES	General Fund	29.04
12/05/2019	THE HOME DEPOT PRO	00458934	517344081	JANITORIAL SUPPLIES	General Fund	118.50
Total for Payment No.:						147.54

**Payment No: 638935**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	UMASHANKER NARAYANASWAMY	00458962	R220-EVC-032	EV CHGR REB 68426-03	Elec OperatingGrant Trust Fund	750.00
Total for Payment No.:						750.00

**Payment No: 638936**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	UNIQUE SCAFFOLDING	00458682	16663	10HRS SCAFOLD ZENO SUB10/28/19	Electric Utility	1,019.30
12/05/2019	UNIQUE SCAFFOLDING	00458682	16663	1 HR DRIVE ZENO SUB 10/28/19	Electric Utility	101.93
12/05/2019	UNIQUE SCAFFOLDING	00458682	16663	8HRS SCAFOLD ZENO SUB 10/31/19	Electric Utility	815.44
12/05/2019	UNIQUE SCAFFOLDING	00458682	16663	1 HR DRIVE ZENO SUB 10/31/19	Electric Utility	101.93
12/05/2019	UNIQUE SCAFFOLDING	00458682	16663	8HRS SCAFOLD ZENO SUB 11/1/19	Electric Utility	815.44
12/05/2019	UNIQUE SCAFFOLDING	00458682	16663	1 HR DRIVE ZENO SUB 11/1/19	Electric Utility	101.93
12/05/2019	UNIQUE SCAFFOLDING	00459420	16718	8HRS SCAFOLD ZENO SUB NOV9	Electric Utility	815.44
12/05/2019	UNIQUE SCAFFOLDING	00459420	16718	1 HR DRIVE ZENO SUB NOV9	Electric Utility	101.93
				Total for Payment No.:		3,873.34

**Payment No: 638937**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	UNITED PARCEL SERVICE	00459437	00009882E5459A	DELIVERY CHGS CITY CLERK	General Fund	29.00
12/05/2019	UNITED PARCEL SERVICE	00459470	00009882E5469A	DELIVERY CHARGES	General Fund	29.00
12/05/2019	UNITED PARCEL SERVICE	00459470	00009882E5469A	DELIVERY CHARGES	Water Utility	71.99
				Total for Payment No.:		129.99

**Payment No: 638938**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	VORTEX INDUSTRIES INC	00458955	44-1392871	GLASS DOOR REPAIR 881 11/7/19	Electric Utility	1,191.60
				Total for Payment No.:		1,191.60

**Payment No: 638939**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	W-TRANS	00459475	23588	DESIGN AGREEMENT FOR THE LICK	Streets And Highways	2,879.46
12/05/2019	W-TRANS	00459625	23778	DESIGN AGREEMENT FOR THE LICK	Streets And Highways	15,061.81
				Total for Payment No.:		17,941.27

**Payment No: 638940**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	WATERPROOFING ASSOC	00459237	44954	GUTTER CLEANING & REPAIRS	General Fund	20,718.00
				Total for Payment No.:		20,718.00

**Payment No: 638941**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	WESCO DISTRIBUTION INC	00458943	498482	UTILITY END BELL	Water Utility	3.47
				Total for Payment No.:		3.47

**Payment No: 638942**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	WEST COAST ARBORISTS INC	00458728	153849	TREE MAINTENANCE	General Fund	12,095.00
12/05/2019	WEST COAST ARBORISTS INC	00458739	154064	AGNEWS TREETRIM&BRANCH REMOVAL	Cemetery	7,020.00
				Total for Payment No.:		19,115.00

**Payment No: 638943**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	WESTWARD SALES INC	00459490	INV2880	COMPACT INDUSTRIAL GIGABIT ETH	Electric Utility Construction	13,296.47
12/05/2019	WESTWARD SALES INC	00459490	INV2880	18-PORT INDUSTRIAL MANAGED ETH	Electric Utility Construction	9,878.02
12/05/2019	WESTWARD SALES INC	00459490	INV2880	DIN-RAIL TO 19" RACK MOUNT ADA	Electric Utility Construction	792.52
12/05/2019	WESTWARD SALES INC	00459490	INV2880	1.25Gbps ETHERNET SFP TRANSCEI	Electric Utility Construction	1,224.29
12/05/2019	WESTWARD SALES INC	00459490	INV2880	155 Mbps SFP TRANSCEIVER WDM-A	Electric Utility Construction	1,667.70
12/05/2019	WESTWARD SALES INC	00459490	INV2880	155 Mbps SFP TRANSCEIVER WDM-B	Electric Utility Construction	3,564.30
12/05/2019	WESTWARD SALES INC	00459490	INV2880	SHIPPING	Electric Utility Construction	454.53

Total for Payment No.: 30,877.83

**Payment No: 638944**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	WITMER-TYSON IMPORTS INC	00459595	T13346	K9 MAINTENANCE TRAINING OCT	General Fund	1,465.00
12/05/2019	WITMER-TYSON IMPORTS INC	00459595	T13346	STAINLESS STEEL COLLAR	General Fund	46.87
Total for Payment No.:						1,511.87

**Payment No: 638945**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/05/2019	WOODARD & CURRAN, INC	00459471	168980	AGREEMENT FOR DESIGN SERVICES	Sewer Utility Construction	28,205.45
Total for Payment No.:						28,205.45

Overall Total 1,749,250.89



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

Run Date 12/5/2019  
Run Time 14:27:27 PM

Sorted by Payment Number

Payment No: 014434

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/09/2019	CARIE T ROSE	00459933	11/17/19-11/30/19DR	WAGE ATTACHMENT B1925	Payroll Liability&ClearingAcct	1,153.85
				Total for Payment No.:		1,153.85

Payment No: 014435

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/09/2019	CITY OF SANTA CLARA EMPLOYEES	00459939	11/03/19-11/30/19	UNION DUES B1925	Payroll Liability&ClearingAcct	2,610.00
				Total for Payment No.:		2,610.00

Payment No: 014436

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/09/2019	INTL FIREFIGHTERS LOCAL 1171	00459936	11/03/19-11/30/19	UNION DUES B1925	Payroll Liability&ClearingAcct	32,657.51
				Total for Payment No.:		32,657.51

Payment No: 014437

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/09/2019	INTL FIREFIGHTERS LOCAL 1171	00459941	12/01/19-12/31/19	RETIRED FIRE MEDICAL BENEFITS	Payroll Liability&ClearingAcct	4,680.00
				Total for Payment No.:		4,680.00

Payment No: 014438

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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12/09/2019	PUBLIC SAFETY NON-SWORN	00459937	11/03/19-11/30/19	UNION DUES B1925	Payroll Liability&ClearingAcct	3,150.00
Total for Payment No.:						3,150.00

**Payment No: 014439**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/09/2019	SANTA CLARA MGMT ASSN	00459940	11/03/19-11/30/19	UNION DUES B1925	Payroll Liability&ClearingAcct	1,050.00
Total for Payment No.:						1,050.00

**Payment No: 014440**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/09/2019	WORKTERRA	00459932	11/17/19-11/30/19	FLEX SPENDING DEP/HEALTH	Payroll Liability&ClearingAcct	6,669.39
12/09/2019	WORKTERRA	00459932	11/17/19-11/30/19	FLEX SPENDING DEP/HEALTH	Payroll Liability&ClearingAcct	523.08
12/09/2019	WORKTERRA	00459932	11/17/19-11/30/19	FLEX SPENDING DEP/HEALTH	Payroll Liability&ClearingAcct	6,197.96
12/09/2019	WORKTERRA	00459932	11/17/19-11/30/19	FLEX SPENDING DEP/HEALTH	Payroll Liability&ClearingAcct	701.30
Total for Payment No.:						14,091.73
Overall Total						59,393.09



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

Run Date 12/5/2019  
Run Time 13:27:47 PM

Sorted by Payment Number

**Payment No: 638946**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/06/2019	AFSCME COUNCIL 57	00459970	11/03/19-11/30/19	UNION DUES B1924 & B1925	Payroll Liability&ClearingAcct	5,053.92
				Total for Payment No.:		5,053.92

**Payment No: 638947**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/06/2019	CA FRANCHISE TAX BOARD	00459964	11/17/19-11/30/19CB	WAGE ATTACHMENT B1925	Payroll Liability&ClearingAcct	150.00
				Total for Payment No.:		150.00

**Payment No: 638948**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/06/2019	CA FRANCHISE TAX BOARD	00459966	11/17/19-11/30/19RH	WAGE ATTACHMENT B1925	Payroll Liability&ClearingAcct	100.00
				Total for Payment No.:		100.00

**Payment No: 638949**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/06/2019	CA FRANCHISE TAX BOARD	00459967	11/17/19-11/30/19WW	WAGE ATTACHMENT B1925	Payroll Liability&ClearingAcct	200.00
				Total for Payment No.:		200.00

**Payment No: 638950**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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12/06/2019	CAL PERS LONG TERM CARE PROGRAM	00459942	13125034	BIWEEKLY PR CALPERS LT B1925	Payroll Liability&ClearingAcct	378.74
Total for Payment No.:						378.74

**Payment No: 638951**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/06/2019	DELTA DENTAL INSURANCE COMPANY	00459946	BE003668586	DELTA DENTAL INS PREM DEC	Payroll Liability&ClearingAcct	7,681.76
Total for Payment No.:						7,681.76

**Payment No: 638952**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/06/2019	DELTA DENTAL PLAN OF CALIF	00459947	BE003667935	DELTA DENTAL INS PREM DEC	Payroll Liability&ClearingAcct	70,736.18
Total for Payment No.:						70,736.18

**Payment No: 638953**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/06/2019	ENGINEERS -CITY OF SANTA CLARA	00459972	11/03/19-11/30/19	UNION DUES B1924 & B1925	Payroll Liability&ClearingAcct	951.08
Total for Payment No.:						951.08

**Payment No: 638954**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/06/2019	IBEW	00459973	11/03/19-11/30/19	UNION DUES B1924 & B1925	Payroll Liability&ClearingAcct	12,774.41
Total for Payment No.:						12,774.41

**Payment No: 638955**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/06/2019	MANAGED HEALTH NETWORK INC	00459955	PRM-046547	EMP ASSISTANCE PROG B1925	Payroll	5,561.93

Total for Payment No.: 5,561.93

**Payment No: 638956**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/06/2019	METLIFE INDIVIDUAL LONG TERM	00459954	19647956 DEC2019	BIWEEKLY PR METLIFE LONG TERM	Payroll Liability&ClearingAcct	875.43
Total for Payment No.:						875.43

**Payment No: 638957**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/06/2019	SANTA CLARA POLICE ASSN	00459976	11/03/19-11/30/19	UNION DUES B1924 & B1925	Payroll Liability&ClearingAcct	18,816.00
Total for Payment No.:						18,816.00

**Payment No: 638958**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/06/2019	STANDARD INSURANCE CO	00459934	11/17/19-11/30/19	LIFE & DIS INS B1925	Payroll Liability&ClearingAcct	6,689.46
12/06/2019	STANDARD INSURANCE CO	00459934	11/17/19-11/30/19	LIFE & DIS INS B1925	Payroll Liability&ClearingAcct	7,606.01
12/06/2019	STANDARD INSURANCE CO	00459934	11/17/19-11/30/19	LIFE & DIS INS B1925	Payroll Liability&ClearingAcct	3,811.21
12/06/2019	STANDARD INSURANCE CO	00459934	11/17/19-11/30/19	LIFE & DIS INS B1925	Payroll Liability&ClearingAcct	4,534.19
12/06/2019	STANDARD INSURANCE CO	00459934	11/17/19-11/30/19	LIFE & DIS INS B1925	Payroll Liability&ClearingAcct	14,785.29
Total for Payment No.:						37,426.16

**Payment No: 638959**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/06/2019	U.S. BANK	00459935	11/17/19-11/30/19	BIWKLY PAYROLL DED PARS B1925	Fringe Benefits	23,787.70

Total for Payment No.: 23,787.70

**Payment No: 638960**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/06/2019	US TREASURY	00459968	11/17/19-11/30/19ND	WAGE ATTACHMENT B1925	Payroll Liability&ClearingAcct	359.83
Total for Payment No.:						359.83

**Payment No: 638961**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/06/2019	US TREASURY	00459969	11/17/19-11/30/19JO	WAGE ATTACHMENT B1925	Payroll Liability&ClearingAcct	50.00
Total for Payment No.:						50.00

**Payment No: 638962**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/06/2019	VSP	00459948	807950364	INSURANCE PLAN STD	Payroll Liability&ClearingAcct	94.56
12/06/2019	VSP	00459949	807950348	INSURANCE PLAN STD CTY PD	Payroll Liability&ClearingAcct	3,549.19
12/06/2019	VSP	00459950	807950359	INSURANCE PLAN PREM	Payroll Liability&ClearingAcct	303.38
12/06/2019	VSP	00459951	807950341	INSURANCE PLAN PREM CTY PD	Payroll Liability&ClearingAcct	5,984.55
12/06/2019	VSP	00459952	807968161	INSURANCE PLAN STD COBRA	Payroll Liability&ClearingAcct	95.20
12/06/2019	VSP	00459953	8079681.60	INSURANCE PLAN PREM COBRA	Payroll Liability&ClearingAcct	97.57
Total for Payment No.:						10,124.45
Overall Total						195,027.59



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

Run Date 12/10/2019  
Run Time 14:27:00 PM

Sorted by Payment Number

Payment No: 014441

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	ACT ENVIRO	00459722	258202	PCB LIQUIDS FOR DECHLORINATION	Electric Utility	15,722.60
12/12/2019	ACT ENVIRO	00459722	258202	OILY WATER,WASTE OIL,ANTIFREEZ	Electric Utility	400.00
12/12/2019	ACT ENVIRO	00459722	258202	ENERGY RECOVERY FEE	Electric Utility	1,466.72
12/12/2019	ACT ENVIRO	00459722	258202	MANIFEST FEE	Electric Utility	57.00
12/12/2019	ACT ENVIRO	00459722	258202	PROFILE FEE	Electric Utility	90.00
12/12/2019	ACT ENVIRO	00459722	258202	TRANSPORTATION FEE -MISC ITEMS	Electric Utility	2,065.00
12/12/2019	ACT ENVIRO	00459723	258939	275 GALLON TOTES	Electric Utility	1,733.10
12/12/2019	ACT ENVIRO	00459723	258939	ENERGY RECOVERY FEE	Electric Utility	157.76
12/12/2019	ACT ENVIRO	00459723	258939	2 HRS LABOR DRIVER @ OT	Electric Utility	201.00
12/12/2019	ACT ENVIRO	00459723	258939	2 HRS LABOR TECHNICIAN @ OT	Electric Utility	165.00
12/12/2019	ACT ENVIRO	00459723	258939	PPE LEVEL D	Electric Utility	16.00
12/12/2019	ACT ENVIRO	00459724	258200	ENERGY RECOVERY FEE	Electric Utility	69.52
12/12/2019	ACT ENVIRO	00459724	258200	8 HRS LABOR CHEMIST 11/6/19	Electric Utility	536.00
12/12/2019	ACT ENVIRO	00459724	258200	SUPPLIES	Electric Utility	150.00
12/12/2019	ACT ENVIRO	00459724	258200	HAND PUMP - LARGE	Electric Utility	50.00
12/12/2019	ACT ENVIRO	00459724	258200	PPE GEAR LEVEL D	Electric Utility	8.00
12/12/2019	ACT ENVIRO	00459724	258200	GEAR TRUCK (BOB TAIL) 11/6/19	Electric Utility	125.00
12/12/2019	ACT ENVIRO	00459725	258604	275 GALLON TOTES	Electric Utility	1,733.10
12/12/2019	ACT ENVIRO	00459725	258604	ENERGY RECOVERY FEE	Electric Utility	143.92
12/12/2019	ACT ENVIRO	00459725	258604	3 HRS LABOR DRIVER	Electric Utility	201.00
12/12/2019	ACT ENVIRO	00459725	258604	PPE GEAR LEVEL D	Electric Utility	8.00
Total for Payment No.:						25,098.72

**Payment No: 014442**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	AIR PRODUCTS & CHEMICALS	00459710	412151286	PURCHASE OF CAPACITY NOV19	Electric Utility	48,000.00
				Total for Payment No.:		48,000.00

**Payment No: 014443**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	ALTERNATIVE OFFICE SOLUTIONS	00458694	100434	BOAT SHAPED LAMINATE TABLES	Electric Utility	1,378.85
12/12/2019	ALTERNATIVE OFFICE SOLUTIONS	00458694	100434	POWER MODULE FOR CONF TABLES	Electric Utility	899.25
12/12/2019	ALTERNATIVE OFFICE SOLUTIONS	00458694	100434	DELIVERY	Electric Utility	599.50
				Total for Payment No.:		2,877.60

**Payment No: 014444**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	AMERICAN BEVERAGE EQUIPMENT	00459760	49271	DEC19 RENT FOR ICE MACHINE DVR	Electric Utility	200.00
				Total for Payment No.:		200.00

**Payment No: 014445**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	ANIXTER INC.	00459877	4384051-02	EYENUT, OVAL, 3/8IN TAPPED BOL	Electric Utility	269.78
12/12/2019	ANIXTER INC.	00459880	4438338-00	MASTIC TAPE PO24262	Electric Utility	534.10
12/12/2019	ANIXTER INC.	00459881	4309408-00	DEAD END CLAMPS	Electric Utility	675.80
12/12/2019	ANIXTER INC.	00459882	4309408-02	DEAD END CLAMPS	Electric Utility	2,380.56
12/12/2019	ANIXTER INC.	00459884	4386817-00	CONNECTORS	Electric Utility	1,697.68
12/12/2019	ANIXTER INC.	00460154	4429664-00	TAPE, ELECTRICAL, LV, ELECTRO	Electric Utility	365.15
12/12/2019	ANIXTER INC.	00460154	4429664-00	WIRE, BARE, CU, #4, SOLID, SOF	Electric Utility	1,222.98
				Total for Payment No.:		7,146.05

**Payment No: 014446**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	BAKER & TAYLOR BOOKS	00459655	2000289829	1232 YA BK	General Fund	0.50
				Total for Payment No.:		0.50

**Payment No: 014447**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	BAY AREA DATA SUPPLY	00459706	206482	PLANNING-HP COLO ROLLERS	Information Technology Service	38.15
12/12/2019	BAY AREA DATA SUPPLY	00459706	206482	LABOR	Information Technology Service	75.00
				Total for Payment No.:		113.15

**Payment No: 014448**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	BELL ELECTRICAL SUPPLY	00459664	5609425	STL RACEWAY COVER 5FT	Electric Utility	37.93
12/12/2019	BELL ELECTRICAL SUPPLY	00459664	5609425	BRDGPORT T-44CG 1 1/4IN CNDT	Electric Utility	64.95
12/12/2019	BELL ELECTRICAL SUPPLY	00459664	5609425	KON CCR-125KON 1-1/4"R-T COMP	Electric Utility	5.40
12/12/2019	BELL ELECTRICAL SUPPLY	00459664	5609425	BRDGPORT 1166 1-1/4X1 RED BUSH	Electric Utility	15.24
12/12/2019	BELL ELECTRICAL SUPPLY	00459664	5609425	EMT E125 1-1/4-IN EMT CONDUIT	Electric Utility	59.30
12/12/2019	BELL ELECTRICAL SUPPLY	00459664	5609425	P-STRUT PS-1000-AS-1-1/4"	Electric Utility	23.17
12/12/2019	BELL ELECTRICAL SUPPLY	00459664	5609425	BRDGPORT 323 1-IN 105D PLSTC	Electric Utility	0.43
12/12/2019	BELL ELECTRICAL SUPPLY	00459664	5609425	BRDGPORT 324 1-IN 105D PLSTC	Electric Utility	0.56
				Total for Payment No.:		206.98

**Payment No: 014449**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	BOUNDTREE MEDICAL LLC	00459744	83418189	MEDICAL SUPPLIES	General Fund	1,140.30
12/12/2019	BOUNDTREE MEDICAL LLC	00459745	83421461	MEDICAL SUPPLIES	General Fund	449.50
12/12/2019	BOUNDTREE MEDICAL LLC	00459746	83419848	MEDICAL SUPPLIES	General Fund	6,596.90
12/12/2019	BOUNDTREE MEDICAL LLC	00459747	83419849	MEDICAL SUPPLIES	General Fund	160.76



12/12/2019	BOUNDTREE MEDICAL LLC	00459748	83422888	MEDICAL SUPPLIES	General Fund	592.43
12/12/2019	BOUNDTREE MEDICAL LLC	00459749	83422886	MEDICAL SUPPLIES	General Fund	444.30
12/12/2019	BOUNDTREE MEDICAL LLC	00459750	83422887	MEDICAL SUPPLIES	General Fund	1,055.48
				Total for Payment No.:		10,439.67

**Payment No: 014450**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	BROWNING FERRIS INDUSTRIES	00459478	M190900	LANDFILL- SEPT 2019	Water Utility	7,700.00
12/12/2019	BROWNING FERRIS INDUSTRIES	00459478	M190900	LANDFILL- SEPT 2019	Solid Waste Program	29,940.80
12/12/2019	BROWNING FERRIS INDUSTRIES	00459478	M190900	LANDFILL- SEPT 2019	Solid Waste Program	213,063.93
				Total for Payment No.:		250,704.73

**Payment No: 014451**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	BUCKLES-SMITH	00459674	3175730-00	0.187 IN DIAx7FT 4.75MMx2.12M	Electric Utility	159.02
12/12/2019	BUCKLES-SMITH	00459674	3175730-00	CONDUIT REAMER DRILL HEAD	Electric Utility	27.52
12/12/2019	BUCKLES-SMITH	00459674	3175730-00	EMT CONDIUT SCORING TOOL	Electric Utility	47.00
12/12/2019	BUCKLES-SMITH	00459865	3173495-01	PN# HOFcSD202012 - CSD202012 E	Electric Utility	399.63
12/12/2019	BUCKLES-SMITH	00460031	3175526-00	PN# BEL9366 - 16/1 TR TC PVC S	Electric Utility	3,500.79
				Total for Payment No.:		4,133.96

**Payment No: 014452**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	CAL MOTO	00459549	5123243	PARTS - STOCK	Fleet Operation Fund	784.93
12/12/2019	CAL MOTO	00459550	5123190	PARTS - V3313	Fleet Operation Fund	929.45
				Total for Payment No.:		1,714.38

**Payment No: 014453**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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12/12/2019	CALTROL	00459863	CD99090226	PN# 11301570 - PENBERTHY ROT T	Electric Utility	963.29
12/12/2019	CALTROL	00459863	CD99090226	PN# 11290204 - PENBERTHY GSK N	Electric Utility	210.17
12/12/2019	CALTROL	00459863	CD99090226	PN# 11292146 - PENBERTHY GRAFO	Electric Utility	1,208.49
12/12/2019	CALTROL	00459863	CD99090226	PN# 11304860 - PENBERTHY GLS B	Electric Utility	420.35
Total for Payment No.:						2,802.30

**Payment No: 014454**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	CINTAS CORP #630	00459479	630778381	STREET UNIFORMS	General Fund	356.24
12/12/2019	CINTAS CORP #630	00459479	630778381	FLEET UNIFORMS	Fleet Operation Fund	155.04
12/12/2019	CINTAS CORP #630	00459479	630778381	SAFEWASHER SVC	General Fund	15.24
12/12/2019	CINTAS CORP #630	00459479	630778381	SAFEWASHER SVC	Fleet Operation Fund	15.25
12/12/2019	CINTAS CORP #630	00459481	630778385	STREET WORK SHIRTS	General Fund	424.45
12/12/2019	CINTAS CORP #630	00459482	630778386	STREET SWEATSHIRTS	General Fund	32.77
Total for Payment No.:						998.99

**Payment No: 014455**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	COMMERCIAL TREE CARE	00459494	37140	EMERGENCY REMOVALS	General Fund	2,255.00
Total for Payment No.:						2,255.00

**Payment No: 014456**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	COMPLIANCE SERVICES INC	00459759	2019-414	DOT PIPELINE O&M DVR NOV19	Electric Utility	6,800.00
Total for Payment No.:						6,800.00

**Payment No: 014457**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	DOCUMENT MANAGEMENT TECHNOLOGY	00459719	SVP15019	CLEANING/BOOKMARK 94HRS	Electric Utility	4,700.00

12/12/2019	DOCUMENT MANAGEMENT TECHNOLOGY	00459719	SVP15019	LINKING/BOOKMARKING 55HRS	Electric Utility	2,750.00
12/12/2019	DOCUMENT MANAGEMENT TECHNOLOGY	00459719	SVP15019	FEDEX CHARGES	Electric Utility	27.35
				Total for Payment No.:		7,477.35

**Payment No: 014458**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	EMPLOYMENT SCREENING RESOURCES	00459925	200012	TWO REGULAR HIRES	General Fund	124.00
				Total for Payment No.:		124.00

**Payment No: 014459**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	ETHOSENERGY	00459770	IN68723	JRNYMAN ST 120HRS DVR NOV19	Electric Utility	15,120.00
12/12/2019	ETHOSENERGY	00459770	IN68723	JRNYMAN OT 100HRS DVR NOV19	Electric Utility	16,500.00
12/12/2019	ETHOSENERGY	00459770	IN68723	JRNYMAN DT 20HRS DVR NOV19	Electric Utility	4,080.00
12/12/2019	ETHOSENERGY	00459770	IN68723	APPRENT3 ST 40HRS DVR NOV19	Electric Utility	3,520.00
12/12/2019	ETHOSENERGY	00459770	IN68723	APPRENT3 OT 28HRS DVR NOV19	Electric Utility	3,220.00
12/12/2019	ETHOSENERGY	00459770	IN68723	APPRENT3 DT 4HRS DVR NOV19	Electric Utility	568.00
12/12/2019	ETHOSENERGY	00459770	IN68723	PER DIEM DVR NOV19	Electric Utility	4,000.00
12/12/2019	ETHOSENERGY	00459770	IN68723	TRUCK TOOL CHARGE DVR NOV19	Electric Utility	1,680.00
				Total for Payment No.:		48,688.00

**Payment No: 014460**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	FIRST SECURITY SERVICES	00459802	IN-0023606	SECURITY GUARD SERVICES	General Fund	7,369.71
				Total for Payment No.:		7,369.71

**Payment No: 014461**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	FRIANT POWER AUTHORITY	00459708	774	ENERGY PURCH (HYDRO1) NOV19	Electric Utility	306,860.22

12/12/2019	FRIANT POWER AUTHORITY	00459708	774	ENERGY PURCH (HYDRO2) NOV19	Electric Utility	245,680.48
				Total for Payment No.:		552,540.70

**Payment No: 014462**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	G2 ENERGY OSTROM ROAD LLC	00459726	SVP 11-19	ENERGY (LANDFILL GAS) NOV19	Electric Utility	77,579.74
				Total for Payment No.:		77,579.74

**Payment No: 014463**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	GAHRAHMAT FAMILY LTD II	00459715	GFLP2-9799	RENT 881 MARTIN AVE DEC19	Electric Utility	43,328.89
12/12/2019	GAHRAHMAT FAMILY LTD II	00459715	GFLP2-9799	RENT 881 MARTIN AVE DEC19	Elec OperatingGrant Trust Fund	2,765.67
12/12/2019	GAHRAHMAT FAMILY LTD II	00459715	GFLP2-9799	COMMON AREA 881 MARTIN NOV19	Electric Utility	1,031.04
12/12/2019	GAHRAHMAT FAMILY LTD II	00459715	GFLP2-9799	COMMON AREA 881 MARTIN NOV19	Elec OperatingGrant Trust Fund	65.81
12/12/2019	GAHRAHMAT FAMILY LTD II	00459715	GFLP2-9799	PGE 881 MARTIN AVE OCT19	Electric Utility	885.15
12/12/2019	GAHRAHMAT FAMILY LTD II	00459715	GFLP2-9799	PGE 881 MARTIN AVE OCT19	Elec OperatingGrant Trust Fund	56.50
12/12/2019	GAHRAHMAT FAMILY LTD II	00459715	GFLP2-9799	SC UTIL WATER/SEWER/FIRE SEP19	Electric Utility	2,839.74
12/12/2019	GAHRAHMAT FAMILY LTD II	00459715	GFLP2-9799	SC UTIL WATER/SEWER/FIRE SEP19	Elec OperatingGrant Trust Fund	181.26
12/12/2019	GAHRAHMAT FAMILY LTD II	00459715	GFLP2-9799	SC UTILITIES ELECTRIC OCT19	Electric Utility	7,336.43
12/12/2019	GAHRAHMAT FAMILY LTD II	00459715	GFLP2-9799	SC UTILITIES ELECTRIC OCT19	Elec OperatingGrant Trust Fund	468.28
				Total for Payment No.:		58,958.77

**Payment No: 014464**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	GARDENLAND POWER EQUIPMENT	00459497	727122	LANDSCAPING SUPPLIES	General Fund	852.63
12/12/2019	GARDENLAND POWER EQUIPMENT	00459498	727127	EQUIPMENT MAINT-PARTS	General Fund	92.80

12/12/2019	GARDENLAND POWER EQUIPMENT	00459498	727127	EQUIPMENT MAINT-LABOR	General Fund	71.24
12/12/2019	GARDENLAND POWER EQUIPMENT	00459499	727130	LANDSCAPING SUPPLIES	General Fund	65.44
				Total for Payment No.:		1,082.11

**Payment No: 014465**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	GRAINGER	00459844	9359562106	VOLTAGE DETECTOR, 12" LX4-1/2"	Electric Utility	1,054.04
				Total for Payment No.:		1,054.04

**Payment No: 014466**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	GRAINGER-SAN JOSE	00459554	9347697477	PARTS - V3258	Fleet Operation Fund	30.10
12/12/2019	GRAINGER-SAN JOSE	00459767	9339559008	LANTERN BATTERY	Water Utility	-79.65
12/12/2019	GRAINGER-SAN JOSE	00459819	9233226563	FILTER	Water Utility	-4.47
12/12/2019	GRAINGER-SAN JOSE	00459821	9284997104	UTILITY CLOTH	Water Utility	-179.85
12/12/2019	GRAINGER-SAN JOSE	00459824	9334712388	TOOLS	Electric Utility	123.76
12/12/2019	GRAINGER-SAN JOSE	00459825	9338095863	SHOVELS AND EAR PLUGS	Water Utility	523.90
12/12/2019	GRAINGER-SAN JOSE	00459827	9345132006	BROOMS	Electric Utility	78.88
12/12/2019	GRAINGER-SAN JOSE	00459827	9345132006		Water Utility	78.89
12/12/2019	GRAINGER-SAN JOSE	00459828	9347266208	SAFETY GLASSES	Water Utility	49.31
12/12/2019	GRAINGER-SAN JOSE	00459829	9347504095	EXTENSION CORD	Water Utility	206.89
12/12/2019	GRAINGER-SAN JOSE	00459874	9362669088	BATTERY, AA, ALKALINE, RAY-O-V	Electric Utility	106.83
12/12/2019	GRAINGER-SAN JOSE	00459887	9362740657	LANTERN BATTERY	Electric Utility	79.83
				Total for Payment No.:		1,014.42

**Payment No: 014467**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	GRANICUS, LLC	00459193	116716	WEB DESIGN - SPECIALTY SUBSITE	General Government - Other	13,336.00

12/12/2019	GRANICUS, LLC	00459194	114200	MILESTONE 3 CMS WEB REDESIGN	General Government - Other	37,962.00
12/12/2019	GRANICUS, LLC	00459195	12610	CREDIT FOR DUPLICATE PAYMENT	General Government - Other	-2,000.00
				Total for Payment No.:		49,298.00

**Payment No: 014468**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	HI-TECH EMERGENCY VEHICLE SERVICE INC	00459556	165815	PARTS - V3122	Fleet Operation Fund	1,622.32
12/12/2019	HI-TECH EMERGENCY VEHICLE SERVICE INC	00459557	165809	PARTS - V3259	Fleet Operation Fund	73.78
12/12/2019	HI-TECH EMERGENCY VEHICLE SERVICE INC	00459558	165811	PARTS - V3259	Fleet Operation Fund	547.42
				Total for Payment No.:		2,243.52

**Payment No: 014469**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	IMPERIAL SPRINKLER SUPPLY INC	00459540	3973325-00	LANDSCAPING SUPPLIES	General Fund	705.36
12/12/2019	IMPERIAL SPRINKLER SUPPLY INC	00459541	3973786-00	LANDSCAPING SUPPLIES	General Fund	42.55
12/12/2019	IMPERIAL SPRINKLER SUPPLY INC	00459736	3926181-00	DRIPTUBE	General Fund	47.12
12/12/2019	IMPERIAL SPRINKLER SUPPLY INC	00459739	3927901-00	FTGS40	General Fund	67.09
12/12/2019	IMPERIAL SPRINKLER SUPPLY INC	00459741	3933059-00	RAINBIRD	General Fund	998.36
12/12/2019	IMPERIAL SPRINKLER SUPPLY INC	00459766	3948906-00	FSF-400	General Fund	37.92
12/12/2019	IMPERIAL SPRINKLER SUPPLY INC	00459768	3948520-00	TOOLCHRI	General Fund	54.60
				Total for Payment No.:		1,953.00

**Payment No: 014470**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	INGRAM LIBRARY SERVICES INC	00459438	42767349	1241 AD BK	General Fund	2,482.90
12/12/2019	INGRAM LIBRARY SERVICES INC	00459438	42767349	1231 Juv BK	General Fund	4,325.63

12/12/2019	INGRAM LIBRARY SERVICES INC	00459438	42767349	1232 YA BK	General Fund	79.07
12/12/2019	INGRAM LIBRARY SERVICES INC	00459438	42767349	1233 AD/Juv BK	General Fund	149.99
12/12/2019	INGRAM LIBRARY SERVICES INC	00459438	42767349	1236 Juv BK	General Fund	52.04
12/12/2019	INGRAM LIBRARY SERVICES INC	00459441	42767365	1235 AD/YA/Juv BK	General Fund	2,518.72
12/12/2019	INGRAM LIBRARY SERVICES INC	00459732	42863618	1241 AD BK	General Fund	2,190.02
12/12/2019	INGRAM LIBRARY SERVICES INC	00459732	42863618	1231 Juv BK	General Fund	633.13
12/12/2019	INGRAM LIBRARY SERVICES INC	00459732	42863618	1232 YA BK	General Fund	14.48
12/12/2019	INGRAM LIBRARY SERVICES INC	00459732	42863618	1233 Juv BK	General Fund	80.92
12/12/2019	INGRAM LIBRARY SERVICES INC	00459732	42863618	1236 Juv BK	General Fund	154.65
12/12/2019	INGRAM LIBRARY SERVICES INC	00459733	42863638	1235 AD/Juv BK	General Fund	223.11
				Total for Payment No.:		12,904.66

**Payment No: 014471**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	KRISAMA JUESEEKUL	00459924	328994	NEW HIRE ORIENTATION 12.2.19	General Fund	25.00
				Total for Payment No.:		25.00

**Payment No: 014472**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	LEE'S FORKLIFT SERVICE	00459559	20052	MATERIAL V2470 WO 125874	Fleet Operation Fund	34.34
12/12/2019	LEE'S FORKLIFT SERVICE	00459559	20052	LABOR V2470 WO 125874	Fleet Operation Fund	236.00
12/12/2019	LEE'S FORKLIFT SERVICE	00459560	20054	PARTS V3270 WO 125877	Fleet Operation Fund	508.11
12/12/2019	LEE'S FORKLIFT SERVICE	00459560	20054	LABOR V3270 WO 125877	Fleet Operation Fund	619.50
12/12/2019	LEE'S FORKLIFT SERVICE	00459561	20048	TOW SERVICE V0004 WO 125878	Fleet Operation Fund	236.00
12/12/2019	LEE'S FORKLIFT SERVICE	00459562	20049	TOW SERVICE V3245 WO125879	Fleet Operation Fund	118.00
12/12/2019	LEE'S FORKLIFT SERVICE	00459563	20053	TOW SERVICE V2695 WO 125876	Fleet Operation Fund	236.00
12/12/2019	LEE'S FORKLIFT SERVICE	00459564	20050	LABOR V3244 WO 125880	Fleet Operation Fund	236.00
				Total for Payment No.:		2,223.95

**Payment No: 014473**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	MICHAEL BAKER INTERNATIONAL, INC.	00459799	1066839	PROFESSIONAL SERVICES NOV19	Deposit Funds.	5,175.00
				Total for Payment No.:		5,175.00

**Payment No: 014474**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	MIDWEST TAPE LLC	00459442	98206400	1241 AD ABK	General Fund	146.00
12/12/2019	MIDWEST TAPE LLC	00459443	98205504	1241 AD CD	General Fund	44.11
12/12/2019	MIDWEST TAPE LLC	00459443	98205504	1241 AD DVD	General Fund	124.14
12/12/2019	MIDWEST TAPE LLC	00459443	98205504	1235 AD DVD	General Fund	18.79
12/12/2019	MIDWEST TAPE LLC	00459443	98205504	1233 AD DVD	General Fund	95.58
12/12/2019	MIDWEST TAPE LLC	00459443	98205504	1231 Juv DVD	General Fund	27.77
12/12/2019	MIDWEST TAPE LLC	00459444	98225746	1241 AD CD	General Fund	16.45
12/12/2019	MIDWEST TAPE LLC	00459444	98225746	1241 AD DVD	General Fund	196.58
12/12/2019	MIDWEST TAPE LLC	00459444	98225746	1233 AD DVD	General Fund	11.42
12/12/2019	MIDWEST TAPE LLC	00459656	98237387	1241 AD ABK	General Fund	130.77
				Total for Payment No.:		811.61

**Payment No: 014475**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	MISSION TRAIL WASTE SYSTEMS	00459542	m575	FOOD SCRAP PROCSNG- AUG 2019	Solid Waste Program	80,687.99
				Total for Payment No.:		80,687.99

**Payment No: 014476**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	MSR PUBLIC POWER AGENCY	00458687	111119	BIG HORN 2 POWER OCT19	Electric Utility	512,343.53
				Total for Payment No.:		512,343.53



**Payment No: 014477**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	MT TIRE SERVICE	00459569	12521	LABOR V3142 WO 125724	Fleet Operation Fund	30.00
12/12/2019	MT TIRE SERVICE	00459570	12525	LABOR-MD - V3290 WO 125770	Fleet Operation Fund	30.00
12/12/2019	MT TIRE SERVICE	00459571	12524	LABOR -MD V3028 WO 125771	Fleet Operation Fund	60.00
12/12/2019	MT TIRE SERVICE	00459572	12526	LABOR-FLEET	Fleet Operation Fund	120.00
				Total for Payment No.:		240.00

**Payment No: 014478**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	NALCO CO	00459673	68654484	JR PORTA FEED IBC1720 11/25/19	Electric Utility	2,685.00
12/12/2019	NALCO CO	00459673	68654484	JR PORTA FEED IBC NEX 11/25/19	Electric Utility	3,983.12
12/12/2019	NALCO CO	00459673	68654484	TRANSPORTATION/ENERGY FEE	Electric Utility	132.63
				Total for Payment No.:		6,800.75

**Payment No: 014479**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	OLCESE WATER DISTRICT	00459845	100352	PURCHASE OF RECS JUL19	Electric Utility	141,117.00
12/12/2019	OLCESE WATER DISTRICT	00459845	100352	SCHEDULNG COORDINATOR ID JUL19	Electric Utility	500.00
12/12/2019	OLCESE WATER DISTRICT	00459846	100353	PURCHASE OF RECS AUG19	Electric Utility	133,603.00
12/12/2019	OLCESE WATER DISTRICT	00459846	100353	SCHEDULNG COORDINATOR ID AUG19	Electric Utility	500.00
				Total for Payment No.:		275,720.00

**Payment No: 014480**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	ORACLE AMERICA INC	00459797	44499302	PEOPLESFT TECH SUPPORT; SERVI	General Fund	7,982.10
				Total for Payment No.:		7,982.10

**Payment No: 014481**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	OVERDRIVE INC	00459445	00910DA19223894	1241 AD EBK	General Fund	65.00
12/12/2019	OVERDRIVE INC	00459446	00910CO19226211	1241 AD EBK	General Fund	311.48
12/12/2019	OVERDRIVE INC	00459657	00910CO19228061	1241 AD EBK	General Fund	396.58
				Total for Payment No.:		773.06

**Payment No: 014482**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	PELICAN SIGN SERVICE INC	00459617	59321	Desk Name Plates (2)	General Fund	80.12
				Total for Payment No.:		80.12

**Payment No: 014483**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	PG&E	00459668	3889347290-2 NOV2019	ELE SV GRIZ MICROWAV NOV19	Electric Utility	121.12
				Total for Payment No.:		121.12

**Payment No: 014484**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	PG&E	00459669	3847680626-0 NOV2019	ELEC SVC GRZ INTAKE TWR NOV19	Electric Utility	208.77
				Total for Payment No.:		208.77

**Payment No: 014485**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	PG&E	00459730	3135894939-9 NOV2019A	ELE SVC BENICIA PUMPHOUS NOV19	Electric Utility	34.40
				Total for Payment No.:		34.40

**Payment No: 014486**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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12/12/2019	PG&E	00459931	4584827286-5 NOV2019A	5155 STARS AND STRIPES	General Fund	0.54
Total for Payment No.:						0.54

**Payment No: 014487**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	PLAN REVIEW CONSULTANTS INC	00459795	PRC2019-18	AMENDMENT NO 2. APPROVED 5/14/	General Fund	1,044.78
12/12/2019	PLAN REVIEW CONSULTANTS INC	00459796	PRC2019-19	AMENDMENT NO 2. APPROVED 5/14/	General Fund	11,100.00
Total for Payment No.:						12,144.78

**Payment No: 014488**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	PRAXAIR DISTRIBUTION INC	00459753	93241537	IND HIGH PRESSURE>100CF	Electric Utility	120.90
12/12/2019	PRAXAIR DISTRIBUTION INC	00459753	93241537	IND LIQUID 160-200LT HIGH PRES	Electric Utility	144.43
12/12/2019	PRAXAIR DISTRIBUTION INC	00459753	93241537	SAFETY AND ENVIRONMENT FEE	Electric Utility	25.45
Total for Payment No.:						290.78

**Payment No: 014489**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	RELIABILITY OPTIMIZATION INC	00459757	19-00086	CT1 GEN VENT FAN TESTING - ENG	Electric Utility	1,200.00
12/12/2019	RELIABILITY OPTIMIZATION INC	00459757	19-00086	CT1 GEN VENT FAN TESTING -TECH	Electric Utility	550.00
12/12/2019	RELIABILITY OPTIMIZATION INC	00459757	19-00086	CT1 GEN VENT FAN TESTING - ENG	Electric Utility	6,975.00
12/12/2019	RELIABILITY OPTIMIZATION INC	00459757	19-00086	CT1 GEN VENT FAN TESTING - ENG	Electric Utility	3,800.00
12/12/2019	RELIABILITY OPTIMIZATION INC	00459757	19-00086	MILEAGE NOV19	Electric Utility	208.80
12/12/2019	RELIABILITY OPTIMIZATION INC	00459757	19-00086	INSTALLATION CONSUMABLES	Electric Utility	123.58
Total for Payment No.:						12,857.38

**Payment No: 014490**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	SC FUELS	00459580	4134381	UNLEADED STREET CYARD TANK 51	Fleet Operation Fund	19,940.58

Total for Payment No.: 19,940.58

**Payment No: 014491**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	SILICON VALLEY ANIMAL CONTROL	00459921	2019-28	3RD QTR PYMNT JAN-MAR 2020	General Fund	280,210.25
Total for Payment No.:						280,210.25

**Payment No: 014492**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	SPX TRANSFORMER SOLUTIONS, INC	00459818	021423	TRANSFORMR MAINTENANCE ZENO	Electric Utility Construction	61,200.00
12/12/2019	SPX TRANSFORMER SOLUTIONS, INC	00459818	021423	TRANSFORMR MAINTENANCE ZENO	Electric Utility Construction	10,884.00
12/12/2019	SPX TRANSFORMER SOLUTIONS, INC	00459818	021423	TRANSFORMR MAINTENANCE ZENO	Electric Utility Construction	8,966.33
Total for Payment No.:						81,050.33

**Payment No: 014493**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	STAPLES ADVANTAGE	00460172	8056463026-BLDGINSP	OFFICE SUPPLIES	General Fund	519.67
12/12/2019	STAPLES ADVANTAGE	00460173	8056463026-BLDGMTCE	OFFICE SUPPLIES	General Fund	3.59
12/12/2019	STAPLES ADVANTAGE	00460173	8056463026-BLDGMTCE	OFFICE SUPPLIES	General Fund	115.80
12/12/2019	STAPLES ADVANTAGE	00460174	8056463026-CITYATTY	OFFICE SUPPLIES	General Fund	61.32
12/12/2019	STAPLES ADVANTAGE	00460175	8056463026-CITYCLERK	OFFICE SUPPLIES	General Fund	151.94
12/12/2019	STAPLES ADVANTAGE	00460176	8056463026-CMO	OFFICE SUPPLIES	General Fund	204.14
12/12/2019	STAPLES ADVANTAGE	00460177	8056463026-ELECCH	OFFICE SUPPLIES	Electric Utility	54.34
12/12/2019	STAPLES ADVANTAGE	00460177	8056463026-ELECCH	OFFICE SUPPLIES	Electric Utility	15.76
12/12/2019	STAPLES ADVANTAGE	00460178	8056463026-ELECGEN	OFFICE SUPPLIES	Electric Utility	420.77
12/12/2019	STAPLES ADVANTAGE	00460179	8056463026-ELECRES	OFFICE SUPPLIES	Electric Utility	93.68
12/12/2019	STAPLES ADVANTAGE	00460179	8056463026-ELECRES	OFFICE SUPPLIES	Electric Utility	52.65

12/12/2019	STAPLES ADVANTAGE	00460179	8056463026-ELECRES	OFFICE SUPPLIES	Electric Utility	13.95
12/12/2019	STAPLES ADVANTAGE	00460180	8056463026-ELECYARD	OFFICE SUPPLIES	Electric Utility	281.47
12/12/2019	STAPLES ADVANTAGE	00460180	8056463026-ELECYARD	OFFICE SUPPLIES	Electric Utility	51.39
12/12/2019	STAPLES ADVANTAGE	00460180	8056463026-ELECYARD	OFFICE SUPPLIES	Electric Utility	143.13
12/12/2019	STAPLES ADVANTAGE	00460181	8056463026-ENG	OFFICE SUPPLIES	General Fund	85.40
12/12/2019	STAPLES ADVANTAGE	00460181	8056463026-ENG	OFFICE SUPPLIES	General Fund	57.91
12/12/2019	STAPLES ADVANTAGE	00460181	8056463026-ENG	OFFICE SUPPLIES	General Fund	134.34
12/12/2019	STAPLES ADVANTAGE	00460181	8056463026-ENG	OFFICE SUPPLIES	General Fund	-34.87
12/12/2019	STAPLES ADVANTAGE	00460181	8056463026-ENG	OFFICE SUPPLIES	General Fund	57.93
12/12/2019	STAPLES ADVANTAGE	00460181	8056463026-ENG	OFFICE SUPPLIES	General Fund	57.91
12/12/2019	STAPLES ADVANTAGE	00460182	8056463026-FINANCE	OFFICE SUPPLIES	General Fund	30.84
12/12/2019	STAPLES ADVANTAGE	00460182	8056463026-FINANCE	OFFICE SUPPLIES	General Fund	106.20
12/12/2019	STAPLES ADVANTAGE	00460183	8056463026-FIRE	OFFICE SUPPLIES	General Fund	142.66
12/12/2019	STAPLES ADVANTAGE	00460183	8056463026-FIRE	OFFICE SUPPLIES	General Fund	47.00
12/12/2019	STAPLES ADVANTAGE	00460184	8056463026-HCS	OFFICE SUPPLIES	General Fund	45.22
12/12/2019	STAPLES ADVANTAGE	00460185	8056463026-HR	OFFICE SUPPLIES	General Fund	190.80
12/12/2019	STAPLES ADVANTAGE	00460186	8056463026-MUNISVC	OFFICE SUPPLIES	General Fund	121.00
12/12/2019	STAPLES ADVANTAGE	00460187	8056463026-PARKCH	OFFICE SUPPLIES	General Fund	108.73
12/12/2019	STAPLES ADVANTAGE	00460188	8056463026-PARK CRC	OFFICE SUPPLIES	General Fund	52.84
12/12/2019	STAPLES ADVANTAGE	00460189	8056463026-PARK TEEN	OFFICE SUPPLIES	General Fund	691.22
12/12/2019	STAPLES ADVANTAGE	00460190	8056463026-PARK YAC	OFFICE SUPPLIES	General Fund	333.57
12/12/2019	STAPLES ADVANTAGE	00460192	8056463026-POLICEDET	OFFICE SUPPLIES	General Fund	122.19
12/12/2019	STAPLES ADVANTAGE	00460192	8056463026-POLICEDET	OFFICE SUPPLIES	General Fund	734.99
12/12/2019	STAPLES ADVANTAGE	00460193	8056463026-POLICEPATROL	OFFICE SUPPLIES	General Fund	401.78
12/12/2019	STAPLES ADVANTAGE	00460194	8056463026-POLICESVC	OFFICE SUPPLIES	General Fund	423.79
12/12/2019	STAPLES ADVANTAGE	00460195	8056463026-WATER	OFFICE SUPPLIES	Sewer Utility	112.90
12/12/2019	STAPLES ADVANTAGE	00460195	8056463026-WATER	OFFICE SUPPLIES	Water Utility	127.35
12/12/2019	STAPLES ADVANTAGE	00460195	8056463026-WATER	NON-TAXABLE	Sewer Utility	4.08
12/12/2019	STAPLES ADVANTAGE	00460195	8056463026-WATER	NON-TAXABLE	Water Utility	4.08

12/12/2019	STAPLES ADVANTAGE	00460296	8056463026-PLANNING COR	OFFICE SUPPLIES	General Fund	118.69
12/12/2019	STAPLES ADVANTAGE	00460296	8056463026-PLANNING COR	NON-TAXABLE	General Fund	53.53
				Total for Payment No.:		6,515.68

**Payment No: 014494**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	SUMMIT UNIFORMS	00459840	62601	CROSSING GUARD UNIF FUENTES	General Fund	60.09
12/12/2019	SUMMIT UNIFORMS	00459841	62880	CROSSING GUARD UNIF ZAPATA	General Fund	221.78
12/12/2019	SUMMIT UNIFORMS	00459842	62486	CROSSING GUARD UNIF BAUTISTA	General Fund	490.53
				Total for Payment No.:		772.40

**Payment No: 014495**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	SUN-NET CONSULTING	00459642	SVP_008	ITOA TRANSMISSION UPGRADE	Electric Utility Construction	32,400.00
				Total for Payment No.:		32,400.00

**Payment No: 014496**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	TECHNOLOGY, ENGINEERING & CONSTRUCTION	00459544	198541	MONTHLY INSPECTIONS	Fleet Operation Fund	375.00
				Total for Payment No.:		375.00

**Payment No: 014497**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	TIFCO INDUSTRIES	00459588	71495935	PARTS-SHOP USE	Fleet Operation Fund	1,016.93
				Total for Payment No.:		1,016.93

**Payment No: 014498**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	TRANSMISSION AGENCY OF NORTHERN CA	00459712	NOVEMBER 2019	DEBT SERVICE (TANC) JAN20	Electric Utility	119,902.00
12/12/2019	TRANSMISSION AGENCY OF NORTHERN CA	00459712	NOVEMBER 2019	DEBT SERVICE (SOT) DEC19	Electric Utility	3,461.00
12/12/2019	TRANSMISSION AGENCY OF NORTHERN CA	00459712	NOVEMBER 2019	TANC A&G JAN20	Electric Utility	112,757.00
12/12/2019	TRANSMISSION AGENCY OF NORTHERN CA	00459712	NOVEMBER 2019	COTP O&M AUG19	Electric Utility	158,682.00
12/12/2019	TRANSMISSION AGENCY OF NORTHERN CA	00459712	NOVEMBER 2019	SOT FAC CHARGE NOV19	Electric Utility	4,057.83
12/12/2019	TRANSMISSION AGENCY OF NORTHERN CA	00459712	NOVEMBER 2019	SOT ADMINISTRATIVE COSTS OCT19	Electric Utility	4,858.96
				Total for Payment No.:		403,718.79

**Payment No: 014499**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	TRI-DAM POWER AUTHORITY	00459847	2019-11S SVP	ENERGY PURCH (HYDRO) NOV19	Electric Utility	218,098.45
				Total for Payment No.:		218,098.45

**Payment No: 014500**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	TRI-DAM PROJECT	00459848	2019-11 SVP	ENERGY PURCH (HYDRO) NOV19	Electric Utility	1,306,022.51
				Total for Payment No.:		1,306,022.51

**Payment No: 014501**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	UNIVERSAL SITE SERVICES	00459545	190026914	FRANKLIN SQUARE - PARKING LOT	Downtown Parking Maintenance D	2,067.00
				Total for Payment No.:		2,067.00

**Payment No: 014502**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	VALENTINA GUZMAN RIDAD	00460268	24597NOV2019	REIMB-WECC FALL CONFERENCE	Electric Utility	420.22
				Total for Payment No.:		420.22

**Payment No: 014503**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	WECO INDUSTRIES LLC	00459772	0044327-IN	ASSORTED TOOLS	Sewer Utility	2,903.78
12/12/2019	WECO INDUSTRIES LLC	00459839	0044330-IN	HOSES	Water Utility	557.84
				Total for Payment No.:		3,461.62

**Payment No: 014504**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	WESTERN STATES OIL CO	00459592	433916	FUEL PD MOTORCYCLES TANK 91	Fleet Operation Fund	304.76
				Total for Payment No.:		304.76

**Payment No: 014505**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	WILLIAMS SCOTSMAN INC	00459727	7247028	40X8 CONTAINER RENT NOV19	Street Lighting	193.05
12/12/2019	WILLIAMS SCOTSMAN INC	00459727	7247028	CONTAINER LOCK - RENTAL NOV19	Street Lighting	15.70
12/12/2019	WILLIAMS SCOTSMAN INC	00459727	7247028	PROPERTY TAX RECOVERY NOV19	Street Lighting	7.72
12/12/2019	WILLIAMS SCOTSMAN INC	00459728	7326458	CONTAINER RENTAL NOV18	Electric Utility Construction	368.64
12/12/2019	WILLIAMS SCOTSMAN INC	00459729	7327216	CONTAINER RENTAL SERRA NOV19	Electric Utility Construction	367.71
12/12/2019	WILLIAMS SCOTSMAN INC	00459790	7332649	INTEREST CHARGE	Street Lighting	3.25
12/12/2019	WILLIAMS SCOTSMAN INC	00459790	7332649	PROPERTY TAX RECOVERY NOV19	Street Lighting	7.72
12/12/2019	WILLIAMS SCOTSMAN INC	00459790	7332649	CONTAINER LOCK - RENTAL NOV19	Street Lighting	15.70
12/12/2019	WILLIAMS SCOTSMAN INC	00459790	7332649	40X8 CONTAINER RENT NOV19	Street Lighting	193.05
12/12/2019	WILLIAMS SCOTSMAN INC	00459790	7332649	LATE PAYMENT FEE	Street Lighting	35.00



Total for Payment No.:

1,207.54

**Payment No: 014506**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	WORLD BOOK INC	00459740	0001602958	1241 AD BK	General Fund	1,088.91
12/12/2019	WORLD BOOK INC	00459740	0001602958	1231 Juv BK	General Fund	1,088.91
12/12/2019	WORLD BOOK INC	00459740	0001602958	1233 AD BK	General Fund	1,088.91
				Total for Payment No.:		3,266.73
				Overall Total		4,465,149.72



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

Run Date 12/10/2019  
Run Time 10:42:33 AM

Sorted by Payment Number

**Payment No: 638963**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	AARON DRUMRIGHT	00460160	5882NOV2019	COMMUNICATIONS CONFERENCE	General Fund	130.30
				Total for Payment No.:		130.30

**Payment No: 638964**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	AGUILAR, GERALD ALLEN	00459807	30774NOV2019	REIMB-PGE RESTORATION DRILL	Electric Utility	362.32
				Total for Payment No.:		362.32

**Payment No: 638965**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	ALBERT A JOHNSON	00459261	33287NOV2019	REIMBURSE LIVESCAN FEES	General Fund	57.00
				Total for Payment No.:		57.00

**Payment No: 638966**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	ANTHONY LAYTON	00460025	1581AUG2019	REIMB-MOTORCYCLE COURSE	General Fund	83.00
				Total for Payment No.:		83.00

**Payment No: 638967**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	BRANDON COCO	00459922	33378DEC2019	2019 BOOT RMBRSMNT UNIT 4	General Fund	180.24
				Total for Payment No.:		180.24

**Payment No: 638968**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	BRYAN WILLIAMS	00459808	22119NOV2019	REIMB-MDI COURSE	General Fund	34.00
				Total for Payment No.:		34.00

**Payment No: 638969**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	CHRIS PILGER	00459811	7696NOV2019	REIMB-ADVANCED TRAFFIC COURSE	General Fund	170.00
				Total for Payment No.:		170.00

**Payment No: 638970**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	DAN MORENO	00460162	1876NOV2019	FBINAA CA STATE CONFERENCE	General Fund	165.00
				Total for Payment No.:		165.00

**Payment No: 638971**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	DAVID WEITZ	00460260	32304OCT2019 COR	REIMB-FACTORY TESTING	Electric Utility	4,965.39
				Total for Payment No.:		4,965.39

**Payment No: 638972**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	EVELYN LIANG	00459919	24627NOV2019	2019 BOOT RMBRSMNT UNIT 4	General Fund	180.21
				Total for Payment No.:		180.21

**Payment No: 638973**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	FELIPE CARRILLO	00460272	22636DEC2019	REIMB-OSHA CRANE TRAINING	Sewer Utility	223.00

Total for Payment No.: 223.00

**Payment No: 638974**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	GRIFFIN, IKOLO	00460142	20940OCT2019	NUTCRACKER 2019	General Fund	10,000.00
Total for Payment No.:						10,000.00

**Payment No: 638975**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	HUY NGUYEN	00459916	28090NOV2019	2019 BOOT RMBRSMNT UNIT 4	General Fund	200.00
Total for Payment No.:						200.00

**Payment No: 638976**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	JAMES SITLER	00460022	18438AUG2019	REIMB-MOTORCYCLE COURSE	General Fund	83.00
Total for Payment No.:						83.00

**Payment No: 638977**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	JEFF SHULTZ	00460018	25992NOV2019A	RAIN GEAR REIMB FY19-20	General Fund	240.00
Total for Payment No.:						240.00

**Payment No: 638978**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	JENNIFER CULLEN	00460027	18427NOV2019A	REIMB-CLEARs SEMINAR	General Fund	144.00
Total for Payment No.:						144.00

**Payment No: 638979**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	JEREMY SCHMIDT	00460029	29462NOV2019	REIMB-INSTRUCTORS COURSE	General Fund	302.12
				Total for Payment No.:		302.12

**Payment No: 638980**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	JOHN STANTON	00460005	PRCK#84839	REPLACE OUTDATED PRCK#84839	Payroll Liability&ClearingAcct	20.48
12/12/2019	JOHN STANTON	00460006	PRCK#84984	REPLACE OUTDATED PRCK#84984	Payroll Liability&ClearingAcct	177.55
				Total for Payment No.:		198.03

**Payment No: 638981**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	KAVEH FOROUHI	00459915	32080NOV2019	2019 BOOT RMBRSMNT UNIT 4	General Fund	200.00
				Total for Payment No.:		200.00

**Payment No: 638982**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	KIMCHI TRAN	00459918	2863NOV2019	2019 BOOT RMBRSMNT UNIT 4	General Fund	200.00
				Total for Payment No.:		200.00

**Payment No: 638983**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	LINH LAM	00460270	22635DEC2019	REIMB-ALGA REGIONAL TRAINING	General Fund	574.94
				Total for Payment No.:		574.94

**Payment No: 638984**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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12/12/2019	MARK BARRY	00460267	13801NOV2019	REIMB-DARK WEB INVESTIGATIONS	General Fund	143.00
Total for Payment No.:						143.00
<b>Payment No: 638985</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
12/12/2019	MINH PHUNG	00459675	15299NOV2019	BOOT/CLOTHING REIMBURSE 19/20	Electric Utility	166.51
Total for Payment No.:						166.51
<b>Payment No: 638986</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
12/12/2019	MORGAN CHALOUX	00460271	13476DEC2019	REIMB-OSHA CRANE TRAINING	Water Utility	223.00
Total for Payment No.:						223.00
<b>Payment No: 638987</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
12/12/2019	PAUL GARCES	00459809	8621NOV2019	SEARCH WARRANTS "A-Z"	General Fund	34.00
Total for Payment No.:						34.00
<b>Payment No: 638988</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
12/12/2019	SANTA CLARA CO DISTRICT ATTORNEY	00460258	AF-1506-24048 COR	return monies SCPD 15-7230	Deposit Funds.	1,030.00
Total for Payment No.:						1,030.00
<b>Payment No: 638989</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
12/12/2019	STEVE KELLY	00459812	12564OCT2019	REIMB-APA CONFERENCE	General Fund	1,433.77
Total for Payment No.:						1,433.77

**Payment No: 638990**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	WICHT, ZACHARY	00459810	32659NOV2019	REIMB-NARCOTICS COURSE	General Fund	34.00
12/12/2019	WICHT, ZACHARY	00460028	32659NOV2019A	REIMB-INSTRUCTORS COURSE	General Fund	168.00
12/12/2019	WICHT, ZACHARY	00460161	32659NOV2019B	LE TOTAL BREACHING COURSE	General Fund	867.12
				Total for Payment No.:		1,069.12

**Payment No: 638991**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	ACCEL AIR SYSTEMS, INC.	00459456	5220	881 SSG TOO COLD&LOUD 11/18/19	Electric Utility	410.00
				Total for Payment No.:		410.00

**Payment No: 638992**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	ALLIED AUTO STORES	00459548	853835B	PARTS - STOCK	Fleet Operation Fund	233.86
				Total for Payment No.:		233.86

**Payment No: 638993**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	AMERICAN TEXTILE & SUPPLY INC	00459876	102361	GLOVES, LATEX, POWDERLESS, MIC	Water Utility	1,087.28
				Total for Payment No.:		1,087.28

**Payment No: 638994**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	ARAMARK UNIFORM SERVICES	00459663	760545984	CLEANING SVC/SHOP TOWELS DVR	Electric Utility	400.90
				Total for Payment No.:		400.90

**Payment No: 638995**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	ASPEN INC	00459878	10984	ASPEN ONELINER WITH BRM 12/15/	Electric Utility	7,135.00
12/12/2019	ASPEN INC	00459878	10984	ASPEN POWER FLOW 12/15/19-12/1	Electric Utility	2,446.00
				Total for Payment No.:		9,581.00

**Payment No: 638996**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	ASW R&D MACHINING INC	00459754	8015	STEAM TURBINE SENSOR PLATE	Electric Utility Construction	457.80
				Total for Payment No.:		457.80

**Payment No: 638997**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	AT&T	00459702	117 1526911	T1.5 MBPS SVC 19NOV19-18DEC19	Electric Utility	422.55
				Total for Payment No.:		422.55

**Payment No: 638998**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	AT&T CALNET	00459765	000013946401	BAN: 9391015175 10/25-11/24/19	Information Technology Service	104.42
12/12/2019	AT&T CALNET	00459765	000013946401	BAN: 9391015175 10/25-11/24/19	Electric Utility	7,639.00
				Total for Payment No.:		7,743.42

**Payment No: 638999**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	AT&T CALNET	00459701	000013932308	BAN9391023689 10/20/19-1/19/19	Electric Utility	197.75
12/12/2019	AT&T CALNET	00459720	000013946521	BAN9391023721 1/25/19-11/24/19	Electric Utility	872.26
				Total for Payment No.:		1,070.01



**Payment No: 639000**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	AT&T CALNET	00460217	000013932261	Circuit 9391023685	Information Technology Service	33.47
12/12/2019	AT&T CALNET	00460218	000013932303	Circuit 9391023687	Information Technology Service	66.08
12/12/2019	AT&T CALNET	00460220	000013946465	Comm 9391023695	Information Technology Service	5,616.95
12/12/2019	AT&T CALNET	00460221	000013947317	Gen 9391054149	Information Technology Service	54.74
12/12/2019	AT&T CALNET	00460221	000013947317	Water	Water Utility	0.61
12/12/2019	AT&T CALNET	00460221	000013947317	Elec	Electric Utility	0.33
12/12/2019	AT&T CALNET	00460222	000013946452	BM9391023697	Information Technology Service	210.88
12/12/2019	AT&T CALNET	00460223	000013946483	CA 9391023698	Information Technology Service	39.67
12/12/2019	AT&T CALNET	00460224	000013946459	CC 9391023699	Information Technology Service	61.17
12/12/2019	AT&T CALNET	00460225	000013946469	CM 9391023700	Information Technology Service	19.83
12/12/2019	AT&T CALNET	00460225	000013946469	David's Restaurant 986-1006	General Fund	42.26
12/12/2019	AT&T CALNET	00460226	000013946455	FIN 9391023701	Information Technology Service	203.46
12/12/2019	AT&T CALNET	00460227	000013946458	PLAN 9391023702	Information Technology Service	229.78
12/12/2019	AT&T CALNET	00460227	000013946458	Berryessa260-1826 Alarm line	General Fund	61.17
12/12/2019	AT&T CALNET	00460228	000013946463	LIB9391023703	Information Technology Service	210.00
12/12/2019	AT&T CALNET	00460229	000013946480	AUTO 9391023704	Information Technology Service	61.15
12/12/2019	AT&T CALNET	00460230	000013946474	ENGR 9391023705	Information Technology Service	126.15
12/12/2019	AT&T CALNET	00460231	000013946464	CEM 9391023707	Cemetery	62.85
12/12/2019	AT&T CALNET	00460232	000013946453	PR 9391023708	Information Technology Service	785.37
12/12/2019	AT&T CALNET	00460233	000013946462	SR CTR 9391023709	Information Technology Service	82.70

12/12/2019	AT&T CALNET	00460234	000013946468	CRC 9391023710	Information Technology Service	42.98
12/12/2019	AT&T CALNET	00460235	000013946457	PD9391023711	Information Technology Service	3,804.99
12/12/2019	AT&T CALNET	00460235	000013946457	PD246-8216/984-5278	General Fund	71.44
12/12/2019	AT&T CALNET	00460236	000013946478	PURCH 9391023712	Information Technology Service	42.98
12/12/2019	AT&T CALNET	00460237	000013946461	ST 9391023713	Information Technology Service	222.79
12/12/2019	AT&T CALNET	00460237	000013946461	Conv. Ctr986-1335 security boo	Convention Cnt Maintenance Dis	27.85
12/12/2019	AT&T CALNET	00460237	000013946461	auto dialer970-8644	Solid Waste Utility-Constructi	27.85
12/12/2019	AT&T CALNET	00460238	000013946456	FD 9391023714	Information Technology Service	828.08
12/12/2019	AT&T CALNET	00460239	000013946454	IT 9391023715	Information Technology Service	419.42
12/12/2019	AT&T CALNET	00460239	000013946454	Water	Water Utility	50.00
12/12/2019	AT&T CALNET	00460240	000013946466	IT (615 & 261 #s) 9391023716	Information Technology Service	448.22
12/12/2019	AT&T CALNET	00460240	000013946466	Water	Water Utility	194.75
12/12/2019	AT&T CALNET	00460240	000013946466	Sewer	Sewer Utility	194.76
12/12/2019	AT&T CALNET	00460241	000013946451	ENGR 9391023717	General Fund	322.35
12/12/2019	AT&T CALNET	00460242	000013946472	LIB 9391023718	General Fund	249.63
12/12/2019	AT&T CALNET	00460243	000013946460	PARKS 9391023719	General Fund	218.73
12/12/2019	AT&T CALNET	00460244	000013946467	PD 9391023720	General Fund	215.04
12/12/2019	AT&T CALNET	00460245	000013946477	TAS GAR9391023724	General Fund	666.21
12/12/2019	AT&T CALNET	00460246	000013946448	COMM SRVS9391048040	General Fund	21.49
12/12/2019	AT&T CALNET	00460247	000013947318	CRC 9391054153	Information Technology Service	16.62
12/12/2019	AT&T CALNET	00460248	000013947805	Morse Mansion9391064468	General Fund	42.26
12/12/2019	AT&T CALNET	00460249	000013947831	Police-Alarms9391065446	Information Technology Service	41.33
12/12/2019	AT&T CALNET	00460250	000013906700	FD 9391060106	General Fund	8.54
12/12/2019	AT&T CALNET	00460250	000013906700	City Attorney	General Fund	2.12

12/12/2019	AT&T CALNET	00460250	000013906700	Planning	General Fund	2.16
12/12/2019	AT&T CALNET	00460250	000013906700	Electric (SVP)	Electric Utility Construction	1.51
12/12/2019	AT&T CALNET	00460251	000013907800	Police-DOJ 9391066810	Information Technology Service	301.34
				Total for Payment No.:		16,454.06

**Payment No: 639002**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	AT&T MOBILITY	00459883	828850115X11162019	ADMIN	General Fund	125.22
12/12/2019	AT&T MOBILITY	00459883	828850115X11162019	ADMIN	General Fund	43.23
12/12/2019	AT&T MOBILITY	00459883	828850115X11162019	ADMIN	Information Technology Service	47.47
				Total for Payment No.:		215.92

**Payment No: 639003**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	AT&T MOBILITY	00459889	828915204X11162019	BI	Information Technology Service	82.41
12/12/2019	AT&T MOBILITY	00459889	828915204X11162019	BI	General Fund	15.00
12/12/2019	AT&T MOBILITY	00459889	828915204X11162019	BI	General Fund	5.00
				Total for Payment No.:		102.41

**Payment No: 639004**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	AT&T MOBILITY	00459891	287262084337X11162019	BI iPADS	General Government - Other	778.14
				Total for Payment No.:		778.14

**Payment No: 639005**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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12/12/2019	AT&T MOBILITY	00459894	828848268X11162019	BM	General Fund	417.90
Total for Payment No.:						417.90

**Payment No: 639006**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	AT&T MOBILITY	00459896	876361352X11162019	DPW	General Fund	370.19
Total for Payment No.:						370.19

**Payment No: 639007**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	AT&T MOBILITY	00459914	287286334235X11192019	FIRE	General Fund	3,538.66
12/12/2019	AT&T MOBILITY	00459914	287286334235X11192019	FIRE	General Fund	97.38
Total for Payment No.:						3,636.04

**Payment No: 639008**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	AT&T MOBILITY	00459920	828928594X11162019	STREETS	General Fund	86.95
12/12/2019	AT&T MOBILITY	00459920	828928594X11162019	STREETS	General Fund	125.57
12/12/2019	AT&T MOBILITY	00459920	828928594X11162019	STREETS	General Fund	213.65
12/12/2019	AT&T MOBILITY	00459920	828928594X11162019	STREETS	General Fund	159.81
12/12/2019	AT&T MOBILITY	00459920	828928594X11162019	STREETS	General Fund	138.83
12/12/2019	AT&T MOBILITY	00459920	828928594X11162019	STREETS	General Fund	38.47
12/12/2019	AT&T MOBILITY	00459920	828928594X11162019	STREETS	Solid Waste Utility-Constructi	26.24
Total for Payment No.:						789.52

**Payment No: 639009**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	AT&T MOBILITY	00459923	287288153081X11162019	POLICE	General Fund	2,033.05

Total for Payment No.: 2,033.05

**Payment No: 639010**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	BAY AREA AIR QUALITY	00459998	285DEC2019	VARIANCE APP 12/3/19-1/31/20	Electric Utility	3,654.00
12/12/2019	BAY AREA AIR QUALITY	00459998	285DEC2019	VARIANCE APPEAL12/3/19-1/31/20	Electric Utility	3,047.00
Total for Payment No.:						6,701.00

**Payment No: 639011**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	BAY VALVE SERVICE &	00459868	35731	PN# 1905-00K-1-CC-TD-34-RF-SS-	Electric Utility	8,023.44
Total for Payment No.:						8,023.44

**Payment No: 639012**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	CA DEPT OF TOXIC SUBSTANCE CNTRL	00459801	19SM0575	CHANGE ORDER #1 ADD FUNDS FOR	Parks And Recreation	432.07
Total for Payment No.:						432.07

**Payment No: 639013**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	CA EMERGENCY MEDICAL SERVICES	00459751	EMSA-888-443	MEDIC RENEWAL - MOSES	General Fund	200.00
Total for Payment No.:						200.00

**Payment No: 639014**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	CALIF ISO	00459917	2019120331-43916386	ISO SETTLEMENT GMC DEC19	Electric Utility	453.82
12/12/2019	CALIF ISO	00459917	2019120331-43916386	ISO SETTLEMENT A/S DEC19	Electric Utility	134.34
12/12/2019	CALIF ISO	00459917	2019120331-43916386	ISO SETTLEMENT MKT DEC19	Electric Utility	-7,622.65

12/12/2019	CALIF ISO	00459917	2019120331-43916386	ISO SETTLEMENT CRR DEX19	Electric Utility	-4,228.61
12/12/2019	CALIF ISO	00459917	2019120331-43916386	ISO SETTLEMENT GMC NOV19	Electric Utility	6,696.71
12/12/2019	CALIF ISO	00459917	2019120331-43916386	ISO SETTLEMENT A/S NOV19	Electric Utility	2,644.73
12/12/2019	CALIF ISO	00459917	2019120331-43916386	ISO SETTLEMENT MKT NOV19	Electric Utility	175,178.04
12/12/2019	CALIF ISO	00459917	2019120331-43916386	ISO SETTLEMENT CRR NOV19	Electric Utility	-86,759.65
12/12/2019	CALIF ISO	00459917	2019120331-43916386	ISO SETTLEMENT A/S FEB19	Electric Utility	-0.24
12/12/2019	CALIF ISO	00459917	2019120331-43916386	ISO SETTLEMENT MKT FEB19	Electric Utility	-338.21
12/12/2019	CALIF ISO	00459917	2019120331-43916386	ISO SETTLEMENT CRR FEB19	Electric Utility	18,242.66
Total for Payment No.:						104,400.94

**Payment No: 639015**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	CAPITOL ASSET & PAVEMENT SERVICES, INC.	00459804	616	AGREEMENT FOR DESIGN PROFESSIO	Streets And Highways	8,000.00
Total for Payment No.:						8,000.00

**Payment No: 639016**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	CHEVROLET OF STEVENS CREEK	00459551	100846	PARTS - V3021	Fleet Operation Fund	341.52
Total for Payment No.:						341.52

**Payment No: 639017**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	CONSOLIDATED PARTS INC	00459861	5058332	PN# XBUT4 - CH2 XBUT4 SCR CON	Electric Utility	457.80
12/12/2019	CONSOLIDATED PARTS INC	00459861	5058332	PN# XBACUT10 - CH2 XBACUT10 TE	Electric Utility	35.43
12/12/2019	CONSOLIDATED PARTS INC	00459861	5058332	PN# XBATUT10 - CH2 XBATUT10 PT	Electric Utility	35.43
12/12/2019	CONSOLIDATED PARTS INC	00459861	5058332	PN# XBAFBS26 - BUT4/XBUT4PE/XB	Electric Utility	13.08
12/12/2019	CONSOLIDATED PARTS INC	00459861	5058332	PN# XBAFBS36 - CH2 XBAFBS36 -	Electric Utility	68.13
12/12/2019	CONSOLIDATED PARTS INC	00459861	5058332	PN# XBAFBS56 - CH2 XBAFBS56 5P	Electric Utility	27.25

12/12/2019	CONSOLIDATED PARTS INC	00459861	5058332	PN# XBAFBS106 - CH2 XBAFBS106	Electric Utility	54.50
12/12/2019	CONSOLIDATED PARTS INC	00459861	5058332	PN# XBUT4PE - CH2 XBUT4PE SCR	Electric Utility	299.75
12/12/2019	CONSOLIDATED PARTS INC	00459861	5058332	PN# XBACTK4 - CH2 XBACTK4 TERM	Electric Utility	68.13
12/12/2019	CONSOLIDATED PARTS INC	00459861	5058332	PN# XBAES15C - CH2 XBAES15C TE	Electric Utility	119.90
12/12/2019	CONSOLIDATED PARTS INC	00459861	5058332	PN# XBMZB6V/1 - CH2 XBMZB6V/1	Electric Utility	58.86
12/12/2019	CONSOLIDATED PARTS INC	00459861	5058332	PN# XBMZB6V/11 - CH2 XBMZB6V/1	Electric Utility	58.86
12/12/2019	CONSOLIDATED PARTS INC	00459861	5058332	PN# XBMZB6V/31 - CHL XBMZB6V/3	Electric Utility	19.62
12/12/2019	CONSOLIDATED PARTS INC	00459861	5058332	PN# XBANS3575P - CH2 XBANS3575	Electric Utility	408.75
12/12/2019	CONSOLIDATED PARTS INC	00459861	5058332	PN# PSG240E24RM - CHL PSG240E2	Electric Utility	654.00
12/12/2019	CONSOLIDATED PARTS INC	00459861	5058332	PN# XBT4FBEL250 - CH2 XBUT4FB	Electric Utility	763.00
Total for Payment No.:						3,142.49

**Payment No: 639018**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	CRESCO EQUIPMENT RENTALS	00459658	5065993-0001	PROPANE	Electric Utility	60.28
12/12/2019	CRESCO EQUIPMENT RENTALS	00459659	5063459-0001	PROPANE	Electric Utility	34.44
12/12/2019	CRESCO EQUIPMENT RENTALS	00459660	5046187-0001	WAREHOUSE FORKLIFT	Electric Utility	1,308.00
12/12/2019	CRESCO EQUIPMENT RENTALS	00459660	5046187-0001	PROP TAX RECOVERY FEE	Electric Utility	9.00
12/12/2019	CRESCO EQUIPMENT RENTALS	00459660	5046187-0001	EPA CHARGE/WASTE FEES	Electric Utility	7.00
12/12/2019	CRESCO EQUIPMENT RENTALS	00459660	5046187-0001	DELIVERY FEE	Electric Utility	152.60
12/12/2019	CRESCO EQUIPMENT RENTALS	00459660	5046187-0001	EQUIPMENT PROTECTION PLAN	Electric Utility	168.00
12/12/2019	CRESCO EQUIPMENT RENTALS	00459661	5045674-0002	UTIL CART, W/4' BOX	Electric Utility	1,090.00
12/12/2019	CRESCO EQUIPMENT RENTALS	00459661	5045674-0002	UTIL CART, W/4' BOX	Electric Utility	1,090.00
12/12/2019	CRESCO EQUIPMENT RENTALS	00459661	5045674-0002	PROP TAX RECOVERY FEE	Electric Utility	15.00
12/12/2019	CRESCO EQUIPMENT RENTALS	00459661	5045674-0002	EQUIPMENT PROTECTION PLAN	Electric Utility	280.00
12/12/2019	CRESCO EQUIPMENT RENTALS	00459758	5020981-0002	WAREHOUSE FORKLIFT	Electric Utility	900.11
12/12/2019	CRESCO EQUIPMENT RENTALS	00459758	5020981-0002	PROP TAX RECOVERY FEE	Electric Utility	6.76
12/12/2019	CRESCO EQUIPMENT RENTALS	00459758	5020981-0002	EPA CHARGE/WASTE FEES	Electric Utility	7.64
12/12/2019	CRESCO EQUIPMENT RENTALS	00459758	5020981-0002	EQUIPMENT PROTECTION PLAN	Electric Utility	115.50

Total for Payment No.: 5,244.33

**Payment No: 639019**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	D&M TRAFFIC SERVICES	00459246	65654	DETOUR SIGNS	Water Utility	98.10
12/12/2019	D&M TRAFFIC SERVICES	00459496	68799	VESTS- ENVIRON PROGRAMS	General Fund	96.47
12/12/2019	D&M TRAFFIC SERVICES	00459496	68799	NON TAXABLE	General Fund	24.00
12/12/2019	D&M TRAFFIC SERVICES	00459734	68489	MX TRACK ENTRANCE	General Fund	448.81
12/12/2019	D&M TRAFFIC SERVICES	00459875	68023	PAINT, MARKING, BLUE. AERVOE #	Water Utility	113.90
12/12/2019	D&M TRAFFIC SERVICES	00459875	68023	PAINT, MARKING, GREEN. AERVOE	Water Utility	113.91
Total for Payment No.:						895.19

**Payment No: 639020**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	DREW OMAN	00459803	30541NOV2019	Literacy Tutor Services	Library Operating Grant Fund	925.00
Total for Payment No.:						925.00

**Payment No: 639021**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	DUNN-EDWARDS CORP	00459873	2011154951	PAINT, GLOSS WHITE ENAMEL, 1 Q	Water Utility	197.43
Total for Payment No.:						197.43

**Payment No: 639022**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	ELEMENT CRITICAL	00459721	2795	FIBER PATHWAY INNERDUCTS JAN20	Electric Utility	500.00
Total for Payment No.:						500.00

**Payment No: 639023**



Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	EUROFINS EATON ANALYTICAL INC	00459731	L0484514	WATER SAMPLE TESTING	Water Utility	400.00
				Total for Payment No.:		400.00

**Payment No: 639024**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	FAST UNDERCAR SANTA CLARA	00459552	954090	PARTS - V3210	Fleet Operation Fund	213.14
12/12/2019	FAST UNDERCAR SANTA CLARA	00459553	952286	PARTS - STOCK	Fleet Operation Fund	324.47
				Total for Payment No.:		537.61

**Payment No: 639025**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	FEDERAL EXPRESS	00459638	6-846-49902	MISC DVR SHIPPING	Electric Utility	6.63
12/12/2019	FEDERAL EXPRESS	00459717	6-846-96086	MISC. SHIPPING DVR	Electric Utility	181.86
				Total for Payment No.:		188.49

**Payment No: 639026**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	FIREWORKS & STAGE FX AMERICA	00460166	19377	Contingency for additional ser	General Fund	25,000.00
				Total for Payment No.:		25,000.00

**Payment No: 639027**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	FREMONT RUBBER STAMP CO INC	00459886	165547	SELF INK STAMP	General Fund	93.73
				Total for Payment No.:		93.73

**Payment No: 639028**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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12/12/2019	GLR FASTENERS INC	00459761	82703-1	A193 B7 STUDS	Electric Utility	187.99
12/12/2019	GLR FASTENERS INC	00459761	82703-1	HEAVY HEX NUTS PLAIN	Electric Utility	96.41
12/12/2019	GLR FASTENERS INC	00459762	82703-A	HEX BOLT GR8 ZP	Electric Utility	58.38
12/12/2019	GLR FASTENERS INC	00459763	82783	A193 B7 STUDS	Electric Utility	221.80
12/12/2019	GLR FASTENERS INC	00459763	82783	HEAVY HEX NUT PLAIN	Electric Utility	149.53
12/12/2019	GLR FASTENERS INC	00459763	82783	HEX BOLT B7 PLAIN	Electric Utility	228.04
12/12/2019	GLR FASTENERS INC	00459763	82783	LOCK WASHER GR8 ZP	Electric Utility	24.92
12/12/2019	GLR FASTENERS INC	00459764	P079270	HEX BOLT GR8 ZP	Electric Utility	46.30
				Total for Payment No.:		1,013.37

**Payment No: 639029**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	GOLDER ASSOCIATES	00459539	565018	PROFESSIONAL SERVICES	Solid Waste Utility-Constructi	23,849.55
12/12/2019	GOLDER ASSOCIATES	00459539	565018	PROFESSIONAL SERVICES	Deposit Funds.	84,221.81
				Total for Payment No.:		108,071.36

**Payment No: 639030**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	GRIFFIN AUTO PARTS	00459555	1-255805	PARTS - V3090	Fleet Operation Fund	87.05
				Total for Payment No.:		87.05

**Payment No: 639031**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	HOME DEPOT USA	00459897	523295111	JANITORIAL SUPPLIES	General Fund	301.09
12/12/2019	HOME DEPOT USA	00459898	523295095	JANITORIAL SUPPLIES	Water Utility	816.53
12/12/2019	HOME DEPOT USA	00459899	523295103	JANITORIAL SUPPLIES	General Fund	327.38
12/12/2019	HOME DEPOT USA	00459901	522394196	JANITORIAL SUPPLIES	General Fund	490.22
12/12/2019	HOME DEPOT USA	00459904	520796525	JANITORIAL SUPPLIES	General Fund	225.56

12/12/2019	HOME DEPOT USA	00459906	520796533	11/06/2019	General Fund	671.09
12/12/2019	HOME DEPOT USA	00459907	522394188	JANITORIAL SUPPLIES	General Fund	337.16
Total for Payment No.:						3,169.03

**Payment No: 639032**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	HOME SAFETY SERVICES INC	00459742	39350	RAILINGS/GRABARS/STEPS-NICHOLS	H.U.D Capital Projects	3,647.40
Total for Payment No.:						3,647.40

**Payment No: 639033**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	HUBOI ARCHITECTURAL SVCS AIA	00459622	19807-05	ARCHITECTURAL SERVICES	Library	1,000.00
Total for Payment No.:						1,000.00

**Payment No: 639034**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	HYDRA-STOP LLC	00459888	38772	FINANCE CHARGE	Water Utility Construction	223.57
Total for Payment No.:						223.57

**Payment No: 639035**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	IBM CORP	00459716	P018320	WARRANTY REPLACED PART NON RET	Electric Utility	301.93
Total for Payment No.:						301.93

**Payment No: 639036**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	INDUSTRIAL SCIENTIFIC CORP	00459639	2273511	INET SUBSCRPT 1/30/19-11/29/19	Electric Utility	677.11

Total for Payment No.: 677.11

**Payment No: 639037**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	INTERNAP NETWORK SERVICES CORP	00459782	B1-14334658	INTERNET SERVICE	Information Technology Service	1,691.26
Total for Payment No.:						1,691.26

**Payment No: 639038**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	JEANETTE BOITEUX	00435128	11/20/18 CLASS REFUND A	PARKS DEPT REFUND	Recreation Program Operations	35.00
12/12/2019	JEANETTE BOITEUX	00435129	11/20/18 CLASS REFUND	PARKS DEPT REFUND	Recreation Program Operations	10.00
Total for Payment No.:						45.00

**Payment No: 639039**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	KOFFLER	00460259	0093059-IN	CHANGE OUT CONDENSOR B MOTOR	Electric Utility	5,120.00
Total for Payment No.:						5,120.00

**Payment No: 639040**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	KORTICK MANUFACTURING CO	00459830	064087	BRACKET EXTENSIONS	Electric Utility	1,875.89
Total for Payment No.:						1,875.89

**Payment No: 639041**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	KRAFT INDUSTRIAL SUPPLY	00459670	34712	FLEXSEAL GASKET API-601	Electric Utility	78.32
12/12/2019	KRAFT INDUSTRIAL SUPPLY	00459670	34712	1-1/2"-150# FLEXSEAL GASKET	Electric Utility	36.40

12/12/2019	KRAFT INDUSTRIAL SUPPLY	00459670	34712	4"-150# FLEXSEAL GASKET	Electric Utility	92.21
12/12/2019	KRAFT INDUSTRIAL SUPPLY	00459670	34712	5"-150# FLEXSEAL GASKET	Electric Utility	204.72
12/12/2019	KRAFT INDUSTRIAL SUPPLY	00459670	34712	3"-150# FLEXSEAL GASKET	Electric Utility	195.24
12/12/2019	KRAFT INDUSTRIAL SUPPLY	00459670	34712	8"-300# FLEXSEAL GASKET	Electric Utility	238.05
12/12/2019	KRAFT INDUSTRIAL SUPPLY	00459755	34733	12"X16"X1/8" C-4401RING GASKET	Electric Utility	465.03
Total for Payment No.:						1,309.97

**Payment No: 639042**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	LINCOLN AQUATICS	00459769	36978793	MURIATIC ACID	General Fund	498.13
12/12/2019	LINCOLN AQUATICS	00459769	36978793	PESTICIDE ASSESMENT	General Fund	45.72
12/12/2019	LINCOLN AQUATICS	00459784	36978787	LIQUID CHLORINE	General Fund	295.39
12/12/2019	LINCOLN AQUATICS	00459784	36978787	PESTICIDE ASSESMENT	General Fund	42.65
12/12/2019	LINCOLN AQUATICS	00459785	36978792	MURIATIC ACID	General Fund	622.66
12/12/2019	LINCOLN AQUATICS	00459785	36978792	PESTICIDE ASSESMENT	General Fund	47.87
12/12/2019	LINCOLN AQUATICS	00459786	36979199	LIQUID CHLORINE	General Fund	295.39
12/12/2019	LINCOLN AQUATICS	00459786	36979199	PESTICIDE ASSESMENT	General Fund	42.65
12/12/2019	LINCOLN AQUATICS	00459787	36979207	LIQUID CHLORINE	General Fund	369.24
12/12/2019	LINCOLN AQUATICS	00459787	36979207	PESTICIDE ASSESMENT	General Fund	43.82
12/12/2019	LINCOLN AQUATICS	00459789	36979206	MURIATIC ACID	General Fund	647.19
12/12/2019	LINCOLN AQUATICS	00459789	36979206	PESTICIDE ASSESMENT	General Fund	48.25
12/12/2019	LINCOLN AQUATICS	00459926	36979179	LIQUID CHLORINE	General Fund	1,304.29
12/12/2019	LINCOLN AQUATICS	00459926	36979179	PESTICIDE ASSESMENT	General Fund	59.30
12/12/2019	LINCOLN AQUATICS	00459928	36979202	LIQUID CHLORINE	General Fund	354.47
12/12/2019	LINCOLN AQUATICS	00459928	36979202	PESTICIDE ASSESMENT	General Fund	43.59
12/12/2019	LINCOLN AQUATICS	00459929	36977175	LIQUID CHLORINE	General Fund	788.89
12/12/2019	LINCOLN AQUATICS	00459929	36977175	PESTICIDE ASSESMENT	General Fund	50.89
12/12/2019	LINCOLN AQUATICS	00459938	36976741	LIQUID CHLORINE	General Fund	546.47
12/12/2019	LINCOLN AQUATICS	00459938	36976741	PESTICIDE ASSESMENT	General Fund	46.61

Total for Payment No.: 6,193.47

**Payment No: 639043**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	LIVING CLASSROOM	00459800	SCPR-001-UPDATED	Garden based lessons	General Fund	1,575.00
				Total for Payment No.:		1,575.00

**Payment No: 639044**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	MALLORY SAFETY & SUPPLY LLC	00459859	4733555	SWEATSHIRT, ZIPPERED HOODIE, N	Electric Utility	528.35
12/12/2019	MALLORY SAFETY & SUPPLY LLC	00459859	4733555	SWEATSHIRT, ZIPPERED HOODIE, N	Electric Utility	821.76
12/12/2019	MALLORY SAFETY & SUPPLY LLC	00459859	4733555	SWEATSHIRT, ZIPPERED HOODIE, N	Electric Utility	831.24
12/12/2019	MALLORY SAFETY & SUPPLY LLC	00459859	4733555	FRONT LOGO	Electric Utility	119.46
12/12/2019	MALLORY SAFETY & SUPPLY LLC	00459859	4733555	BACK LOGO	Electric Utility	154.34
				Total for Payment No.:		2,455.15

**Payment No: 639045**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	MOORE IACOFANO GOLTSMAN, INC	00459798	0061177	PROFESSIONAL SERVICE SEP19	Deposit Funds.	2,750.11
				Total for Payment No.:		2,750.11

**Payment No: 639046**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	MUNICIPAL MAINTENANCE EQUIPMNT	00459573	0143055-IN	PARTS -STOCK	Fleet Operation Fund	224.88
12/12/2019	MUNICIPAL MAINTENANCE EQUIPMNT	00459574	0142991-IN	PARTS V3256	Fleet Operation Fund	182.33
12/12/2019	MUNICIPAL MAINTENANCE EQUIPMNT	00459779	0143319-IN	M8 BLIND PLUG	Sewer Utility	17.60
12/12/2019	MUNICIPAL MAINTENANCE EQUIPMNT	00459781	0143029-IN	4" SKID FOR BULLDOG 060	Sewer Utility	296.95
				Total for Payment No.:		721.76

**Payment No: 639047**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	MUSSON THEATRICAL	00459956	00442856	Nutcracker supplies	General Fund	149.33
				Total for Payment No.:		149.33

**Payment No: 639048**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	NAPA AUTO PARTS	00459676	5983-500509	PARTS- STOCK	Fleet Operation Fund	237.34
12/12/2019	NAPA AUTO PARTS	00459677	5983-501815	PARTS- STOCK	Fleet Operation Fund	279.15
12/12/2019	NAPA AUTO PARTS	00459679	5983-502559	PARTS- V#1990	Fleet Operation Fund	17.05
12/12/2019	NAPA AUTO PARTS	00459680	5983-504081	PARTS- STOCK	Fleet Operation Fund	269.87
12/12/2019	NAPA AUTO PARTS	00459681	5983-504201	PARTS- V#3018	Fleet Operation Fund	50.75
12/12/2019	NAPA AUTO PARTS	00459682	5983-504202	PARTS- V#3493	Fleet Operation Fund	120.16
12/12/2019	NAPA AUTO PARTS	00459683	5983-504239	PARTS- V#3018	Fleet Operation Fund	54.62
12/12/2019	NAPA AUTO PARTS	00459684	5983-504424	PARTS- SHOP USE	Fleet Operation Fund	23.76
12/12/2019	NAPA AUTO PARTS	00459685	5983-504540	PARTS- SHOP USE	Fleet Operation Fund	6.86
12/12/2019	NAPA AUTO PARTS	00459686	5983-504661	PARTS- STOCK	Fleet Operation Fund	272.46
12/12/2019	NAPA AUTO PARTS	00459687	5983-504806	PARTS- V#2963	Fleet Operation Fund	19.34
12/12/2019	NAPA AUTO PARTS	00459688	5983-505258	PARTS- V#3021	Fleet Operation Fund	10.08
12/12/2019	NAPA AUTO PARTS	00459689	5983-505568	PARTS- V#3192	Fleet Operation Fund	12.62
12/12/2019	NAPA AUTO PARTS	00459690	5983-505569	PARTS- STOCK	Fleet Operation Fund	136.36
12/12/2019	NAPA AUTO PARTS	00459691	5983-505796	PARTS- V#2676	Fleet Operation Fund	8.16
12/12/2019	NAPA AUTO PARTS	00459692	5983-505853	PARTS- STOCK	Fleet Operation Fund	207.50
12/12/2019	NAPA AUTO PARTS	00459693	5983-505854	PARTS- STOCK	Fleet Operation Fund	105.77
12/12/2019	NAPA AUTO PARTS	00459694	5983-505969	PARTS- V#2698	Fleet Operation Fund	38.04
12/12/2019	NAPA AUTO PARTS	00459695	5983-506066	PARTS- V#2698	Fleet Operation Fund	30.24
12/12/2019	NAPA AUTO PARTS	00459696	5983-506191	PARTS- STOCK	Fleet Operation Fund	272.25
12/12/2019	NAPA AUTO PARTS	00459697	5983-506194	PARTS- V#3511	Fleet Operation Fund	22.14
12/12/2019	NAPA AUTO PARTS	00459698	5983-507124	PARTS- STOCK	Fleet Operation Fund	121.91

Total for Payment No.: 2,316.43

**Payment No: 639049**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	NEXTREQUEST CO.	00459806	1382	ON SITE TRAININGS	General Fund	3,000.00
Total for Payment No.:						3,000.00

**Payment No: 639050**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	NORTHWEST PUBLIC POWER ASSOC	00459714	56747	2020 UTILITY MEMBERSHIP DUES	Electric Utility	30,000.00
Total for Payment No.:						30,000.00

**Payment No: 639051**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	OEM PARTS NETWORK INC	00459662	I85370	PN# 398049 HOSE, FAN MOTOR DIS	Electric Utility	399.87
12/12/2019	OEM PARTS NETWORK INC	00459662	I85370	PN# 398005 HOSE, INTERCONNECT	Electric Utility	670.91
12/12/2019	OEM PARTS NETWORK INC	00460032	I85360	PN# L59095P01 - SPEED SENSOR -	Electric Utility	21,792.23
12/12/2019	OEM PARTS NETWORK INC	00460033	I85362	PN# J04938 - CABLE, SENSOR FLA	Electric Utility	1,003.89
12/12/2019	OEM PARTS NETWORK INC	00460033	I85362	PN# L28004P01 - GASKET, SEAL	Electric Utility	1,960.85
12/12/2019	OEM PARTS NETWORK INC	00460033	I85362	PN# MS9202-042 - GASKET, METAL	Electric Utility	21.38
12/12/2019	OEM PARTS NETWORK INC	00460033	I85362	PN# J221P905 - PACKING, PREFOR	Electric Utility	10.91
12/12/2019	OEM PARTS NETWORK INC	00460033	I85362	PN# J221P912 -PACKING (TGB,B,C	Electric Utility	7.64
12/12/2019	OEM PARTS NETWORK INC	00460033	I85362	PN# L44862P02 - WASHER-FLAT ST	Electric Utility	9,427.80
Total for Payment No.:						35,295.48

**Payment No: 639052**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	PACIFIC CAR WASH INC	00459575	27	PARTS SVAC6 WO 125741	Fleet Operation Fund	90.00
Total for Payment No.:						90.00



**Payment No: 639053**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	PACIFIC COAST PETROLEUM INC.	00459576	955074	PARTS-STOCK	Fleet Operation Fund	3,717.12
				Total for Payment No.:		3,717.12

**Payment No: 639054**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	PACIFIC TELEMAGEMENT SVCS	00459705	2032698	PAY PHONES	Information Technology Service	250.80
				Total for Payment No.:		250.80

**Payment No: 639055**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	PAETEC	00459843	72009194	TELEPHONE SERVICE	Information Technology Service	5,089.64
				Total for Payment No.:		5,089.64

**Payment No: 639056**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	PAPE MATERIAL HANDLING, INC	00459577	1063075	PARTS - V3256 WO 125006	Fleet Operation Fund	3,569.86
12/12/2019	PAPE MATERIAL HANDLING, INC	00459577	1063075	LABOR - V3256 WO 125006	Fleet Operation Fund	998.25
				Total for Payment No.:		4,568.11

**Payment No: 639057**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	PG&E	00459665	0007879372-6	GRIZZLY PROJ O&M 15% COO OCT19	Electric Utility	5,354.36
				Total for Payment No.:		5,354.36

**Payment No: 639058**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	PG&E	00459666	0007878865-0	COP GRIZZLY OCT19	Electric Utility Construction	70,250.58
				Total for Payment No.:		70,250.58

**Payment No: 639059**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	PG&E	00459667	0007878862-7	GRIZZLY PH O&M OCT2019	Electric Utility	34,273.19
12/12/2019	PG&E	00459667	0007878862-7	GRIZZLY PH O&M OCT2019 (TAX)	Electric Utility	620.93
				Total for Payment No.:		34,894.12

**Payment No: 639060**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	PRAXAIR DISTRIBUTION INC	00460164	93257269	DEMURRAGE	Sewer Utility	140.49
12/12/2019	PRAXAIR DISTRIBUTION INC	00460164	93257269	DEMURRAGE	Water Utility Construction	656.66
12/12/2019	PRAXAIR DISTRIBUTION INC	00460164	93257269	DEMURRAGE	Electric Utility	140.49
12/12/2019	PRAXAIR DISTRIBUTION INC	00460164	93257269	DEMURRAGE	Electric Utility Construction	255.12
12/12/2019	PRAXAIR DISTRIBUTION INC	00460164	93257269	DEMURRAGE	Electric Utility	183.29
				Total for Payment No.:		1,376.05

**Payment No: 639061**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	PREFERRED ALLIANCE INC	00459743	0151639-IN	NON-RANDOM DRUG TEST - V/RS	General Fund	84.00
				Total for Payment No.:		84.00

**Payment No: 639062**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	R & B CO	00459831	S1893679.002	3/4 WILKINS BALL VALVE	Water Utility	393.36

12/12/2019	R & B CO	00459832	S1894236.001	COPPER WIRE	Water Utility Construction	408.75
12/12/2019	R & B CO	00459833	S1894745.001	HYMAX COUPLING	Water Utility Construction	448.40
12/12/2019	R & B CO	00459834	S1894782.001	EXTENDED SOCKET	Water Utility	271.39
12/12/2019	R & B CO	00459835	S1893461.001	12" CAST IRON PIPE	Water Utility Construction	13,162.19
12/12/2019	R & B CO	00459836	S1893679.001	3/4 WILKINS BALL VALVE	Water Utility	1,966.80
12/12/2019	R & B CO	00459837	S1895826.001	12" CAST IRON DUCTILE PIPE	Water Utility	5,687.84
12/12/2019	R & B CO	00459838	S1896272.001	HYDRANT	Water Utility	1,981.87
12/12/2019	R & B CO	00459890	S1894102.001	10 FLANGE	Water Utility Construction	2,768.77
12/12/2019	R & B CO	00459893	S1898349.001	CLOW HYDRANTS	Water Utility	3,963.74
12/12/2019	R & B CO	00459895	S1898662.001	T-BOLTS	Water Utility Construction	1,051.85
				Total for Payment No.:		32,104.96

**Payment No: 639063**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	RAUL MANZO	00459957	64	90%+CHANGE ORDERS -HIDROGO	H.U.D Capital Projects	22,634.00
12/12/2019	RAUL MANZO	00459957	64	HIDROGO - 10563	H.U.D Capital Projects	22,634.00
12/12/2019	RAUL MANZO	00459957	64	HIDROGO - 10563	H.U.D Capital Projects	-22,634.00
				Total for Payment No.:		22,634.00

**Payment No: 639064**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	REED & GRAHAM INC	00460165	964742	COLD MIX & BASE ROCK	Water Utility Construction	323.66
12/12/2019	REED & GRAHAM INC	00460165	964742	COLD MIX & BASE ROCK	Water Utility	129.48
12/12/2019	REED & GRAHAM INC	00460165	964742	COLD MIX & BASE ROCK	Electric Utility Construction	161.84

12/12/2019	REED & GRAHAM INC	00460165	964742	COLD MIX & BASE ROCK	Sewer Utility	32.37
Total for Payment No.:						647.35

**Payment No: 639065**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	RICHARDS WATSON & GERSHON	00459869	223541	PROFESSIONAL SVCS THRU 8/31	Deposit Funds.	2,716.74
12/12/2019	RICHARDS WATSON & GERSHON	00459870	223889	PROFESSIONAL SVCS THRU 9/30	Deposit Funds.	471.30
12/12/2019	RICHARDS WATSON & GERSHON	00459871	224361	PROFESSIONAL SVCS THRU 10/31	Deposit Funds.	1,709.65
Total for Payment No.:						4,897.69

**Payment No: 639066**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	SAFETY-KLEEN SYSTEMS INC	00459578	81581250	PARTS-SUBLET	Fleet Operation Fund	65.00
Total for Payment No.:						65.00

**Payment No: 639067**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	SAN JOSE MAILING	00460009	3854	MAILING 2908 EL CAMINO	General Fund	398.36
12/12/2019	SAN JOSE MAILING	00460009	3854	TAXABLE	General Fund	41.60
12/12/2019	SAN JOSE MAILING	00460014	3808	MAILING 2300 CALLE DE LUNA	General Fund	779.35
12/12/2019	SAN JOSE MAILING	00460014	3808	TAXABLE	General Fund	143.66
Total for Payment No.:						1,362.97

**Payment No: 639068**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	SANTA CLARA MUFFLERS	00459579	56	LABOR V3049 WO 124851	Fleet Operation Fund	384.00
Total for Payment No.:						384.00

**Payment No: 639069**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	SANTA CLARA WEEKLY	00459912	1243847	PUBLIC HEARING-BIKE SHARE PROG	General Fund	768.00
				Total for Payment No.:		768.00

**Payment No: 639070**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	SANTA CLARA WINDUSTRIAL CO	00460013	694662 01	PVC VANSTONE	General Fund	161.69
12/12/2019	SANTA CLARA WINDUSTRIAL CO	00460016	694575 01	PVC SXS TEE	General Fund	185.25
12/12/2019	SANTA CLARA WINDUSTRIAL CO	00460020	694453 01	CPVC SCH	General Fund	432.71
12/12/2019	SANTA CLARA WINDUSTRIAL CO	00460023	694231 01	SPINGLESS NUT	General Fund	626.27
12/12/2019	SANTA CLARA WINDUSTRIAL CO	00460026	694097 01	PVC S80 90 ELL	General Fund	2,480.58
				Total for Payment No.:		3,886.50

**Payment No: 639071**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	SCHAAF & WHEELER CONSULTING	00459805	31933	AGREEMENT FOR DESIGN PROFESSIO	Storm Drain	63,356.60
				Total for Payment No.:		63,356.60

**Payment No: 639072**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	SCP DISTRIBUTORS LLC	00459775	36980230	HOT GLUE GUN	Water Utility	43.62
12/12/2019	SCP DISTRIBUTORS LLC	00459776	36979531	PVC COUPLING	Water Utility	17.17
				Total for Payment No.:		60.79

**Payment No: 639073**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	SHRED-IT USA LLC	00459672	8128640405	SHRED SVP DVR 10/24/18	Electric Utility	147.36
12/12/2019	SHRED-IT USA LLC	00459672	8128640405	SHRED SVP DVR 11/21/18	Electric Utility	147.96

12/12/2019	SHRED-IT USA LLC	00459718	8128627332	SHREDIT SVP 881MARTIN 10/23/19	Electric Utility	155.64
12/12/2019	SHRED-IT USA LLC	00459718	8128627332	SHREDIT SVP 881MARTIN 11/7/19	Electric Utility	156.27
12/12/2019	SHRED-IT USA LLC	00459718	8128627332	SHREDIT SVP 881MARTIN 11/20/19	Electric Utility	156.27
Total for Payment No.:						763.50

**Payment No: 639074**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	SITEIMPROVE, INC.	00459783	64556	PROFESSIONAL PLATFORM	Information Technology Service	5,812.03
Total for Payment No.:						5,812.03

**Payment No: 639075**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	SOFTWAREONE	00459707	US-PSI-858244	AZURE OVERAGES-9/1/19-9/30/19	Information Technology Service	893.77
Total for Payment No.:						893.77

**Payment No: 639076**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	SONSRAY MACHINERY LLC	00459581	P12539-12	PARTS V2295	Fleet Operation Fund	499.89
Total for Payment No.:						499.89

**Payment No: 639077**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	STANDARD PLUMBING SUPPLY CO	00460007	KFR016	3/8 COMP X 1/2 MPT ADAPTER	General Fund	9.79
Total for Payment No.:						9.79

**Payment No: 639078**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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12/12/2019	STATE WATER RESOURCES CNTRL(BOX1888/100)	00459543	SW-0179477	NPDES FEE RENEWAL	General Fund	35,577.00
Total for Payment No.:						35,577.00

**Payment No: 639079**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	STORAGE EXPRESS INC	00460001	66319	20-FT STORAGE CONTAINER RENTAL	Electric Utility	81.75
Total for Payment No.:						81.75

**Payment No: 639080**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	SUNNYVALE FORD	00459582	158221	PARTS - STOCK	Fleet Operation Fund	1,923.27
12/12/2019	SUNNYVALE FORD	00459583	159000	PARTS V3117	Fleet Operation Fund	1,114.36
12/12/2019	SUNNYVALE FORD	00459584	159443	PARTS -STOCK	Fleet Operation Fund	299.85
12/12/2019	SUNNYVALE FORD	00459585	F0CS806338	LABOR V3100 WO 125653	Fleet Operation Fund	840.00
12/12/2019	SUNNYVALE FORD	00459585	F0CS806338	MATERIAL V3100 WO 125653	Fleet Operation Fund	280.37
12/12/2019	SUNNYVALE FORD	00459585	F0CS806338	OIL WASTE DISPOSAL	Fleet Operation Fund	4.55
12/12/2019	SUNNYVALE FORD	00459586	F0CS806227	LABOR V3207 WO 125651	Fleet Operation Fund	645.00
12/12/2019	SUNNYVALE FORD	00459586	F0CS806227	PARTS V3207 WO 125651	Fleet Operation Fund	95.96
12/12/2019	SUNNYVALE FORD	00459587	159927	PARTS V2676	Fleet Operation Fund	104.96
Total for Payment No.:						5,308.32

**Payment No: 639081**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	SUPERCO SPECIALTY PRODUCTS	00459773	PSI314360	SUPERCO MAGIC CHUMS	Water Utility	764.92
12/12/2019	SUPERCO SPECIALTY PRODUCTS	00459774	PSI314337	MOLDEX SINGLE USE EAR PLUGS	Water Utility	214.15
Total for Payment No.:						979.07

**Payment No: 639082**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	SWA SERVICES GROUP	00460010	20957	JANITORIAL DECEMBER	General Fund	3,520.27
				Total for Payment No.:		3,520.27

**Payment No: 639083**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	THE HOME DEPOT PRO	00459900	522592880	JANITORIAL SUPPLIES	General Fund	25.29
				Total for Payment No.:		25.29

**Payment No: 639084**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	THOMSON WEST GROUP	00458956	841218328	Records CLEAR October	General Fund	233.18
12/12/2019	THOMSON WEST GROUP	00458956	841218328	Bureau CLEAR October	General Fund	233.18
				Total for Payment No.:		466.36

**Payment No: 639085**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	TRB AND ASSOCIATES, INC.	00460030	3082	AMENMENT NO. 2 - APPROVED BY C	General Fund	5,600.00
				Total for Payment No.:		5,600.00

**Payment No: 639086**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	TURF & INDUSTRIAL EQUIPMENT CO	00459589	IV32944	PARTS V2642	Fleet Operation Fund	73.23
12/12/2019	TURF & INDUSTRIAL EQUIPMENT CO	00459590	IV33120	PARTS-STOCK	Fleet Operation Fund	140.68
				Total for Payment No.:		213.91

**Payment No: 639087**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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12/12/2019	TURF STAR INC	00459591	7077453-00	PARTS V3324 OR V3325	Fleet Operation Fund	923.40
12/12/2019	TURF STAR INC	00459699	7095513-00	PARTS- V#3479	Fleet Operation Fund	111.99
12/12/2019	TURF STAR INC	00459700	7095948-00	PARTS- V#3324	Fleet Operation Fund	171.88
				Total for Payment No.:		1,207.27

**Payment No: 639088**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	UNIFIRST CORPORATION	00459791	385 0361120	GARMENT RENTAL/CLEANING 881ENG	Electric Utility	132.21
12/12/2019	UNIFIRST CORPORATION	00459792	385 0361117	DELIVERY FEE SVP	Electric Utility	11.50
12/12/2019	UNIFIRST CORPORATION	00459792	385 0361117	GARMENT RENTAL/CLEANING SVP IT	Electric Utility	54.78
12/12/2019	UNIFIRST CORPORATION	00459793	385 0361169	GARMENT RENT/CLEANING SVC CH	Electric Utility	143.79
12/12/2019	UNIFIRST CORPORATION	00459794	385 0361116	GARMENT RENT/CLEAN SVCS DVR	Electric Utility	616.77
				Total for Payment No.:		959.05

**Payment No: 639089**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	UNIVERSAL ANALYZERS INC	00459813	351556	PN# 3014-0046 - HEATER RODS 25	Electric Utility	705.40
12/12/2019	UNIVERSAL ANALYZERS INC	00459813	351556	MISC CHARGE: US TARIFF CHARGE	Electric Utility	10.59
12/12/2019	UNIVERSAL ANALYZERS INC	00459813	351556	PN# 3103-0012-GP - SWITCH THER	Electric Utility	76.27
12/12/2019	UNIVERSAL ANALYZERS INC	00459813	351556	MISC CHARGE: US TARIFF CHARGE	Electric Utility	1.14
12/12/2019	UNIVERSAL ANALYZERS INC	00459813	351556	PN# 3103-0005 - SWITCH THERMAL	Electric Utility	352.70
12/12/2019	UNIVERSAL ANALYZERS INC	00459813	351556	MISC CHARGE: US TARIFF CHARGE	Electric Utility	5.29
12/12/2019	UNIVERSAL ANALYZERS INC	00459813	351556	PN# 5023-0053 - ELCLOSURE WITH	Electric Utility	791.68
12/12/2019	UNIVERSAL ANALYZERS INC	00459813	351556	MISC CHARGE: US TARIFF CHARGE	Electric Utility	11.87
12/12/2019	UNIVERSAL ANALYZERS INC	00459813	351556	PN# 4903-0003 - GASKET RING FO	Electric Utility	135.86
12/12/2019	UNIVERSAL ANALYZERS INC	00459813	351556	MISC CHARGE: US TARIFF CHARGE	Electric Utility	2.03
12/12/2019	UNIVERSAL ANALYZERS INC	00459813	351556	PN# 4903-1002 - GASKET RING FO	Electric Utility	28.62
12/12/2019	UNIVERSAL ANALYZERS INC	00459813	351556	PN# 4907-1000 - BOOT, 4" NOMIN	Electric Utility	929.46
12/12/2019	UNIVERSAL ANALYZERS INC	00459813	351556	MISC CHARGE: US TARIFF CHARGE	Electric Utility	13.94

12/12/2019	UNIVERSAL ANALYZERS INC	00459813	351556	PN# 5010-1003 - LATCH CAM LEVE	Electric Utility	53.37
12/12/2019	UNIVERSAL ANALYZERS INC	00459813	351556	MISC CHARGE: US TARIFF CHARGE	Electric Utility	0.80
12/12/2019	UNIVERSAL ANALYZERS INC	00459813	351556	PN# 5010-1004 - LATCH CAM 1/4	Electric Utility	133.43
12/12/2019	UNIVERSAL ANALYZERS INC	00459813	351556	MISC CHARGE: US TARIFF CHARGE	Electric Utility	2.00
12/12/2019	UNIVERSAL ANALYZERS INC	00459813	351556	PN# 8008-0002 - SEALANT SILICO	Electric Utility	70.09
12/12/2019	UNIVERSAL ANALYZERS INC	00459813	351556	MISC CHARGE: US TARIFF CHARGE	Electric Utility	1.06
12/12/2019	UNIVERSAL ANALYZERS INC	00459813	351556	PN# 4903-0020 - GASKET NATURAL	Electric Utility	42.81
12/12/2019	UNIVERSAL ANALYZERS INC	00459813	351556	MISC CHARGE: US TARIFF CHARGE	Electric Utility	0.64
12/12/2019	UNIVERSAL ANALYZERS INC	00459813	351556	PN# 4951-0135 - VENT, ENCLOSUR	Electric Utility	53.37
12/12/2019	UNIVERSAL ANALYZERS INC	00459813	351556	MISC CHARGE: US TARIFF CHARGE	Electric Utility	0.80
12/12/2019	UNIVERSAL ANALYZERS INC	00459813	351556	PN# 5150-1041 - JACKET, INSULA	Electric Utility	376.56
12/12/2019	UNIVERSAL ANALYZERS INC	00459813	351556	MISC CHARGE: US TARIFF CHARGE	Electric Utility	5.65
				Total for Payment No.:		3,805.43

**Payment No: 639090**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	VALLEY POWER SYSTEMS INC	00459703	K55876	LABOR V#34223 WO#125315	Fleet Operation Fund	5,320.00
12/12/2019	VALLEY POWER SYSTEMS INC	00459703	K55876	MILEAGE V#34223 WO#125315	Fleet Operation Fund	1,180.00
				Total for Payment No.:		6,500.00

**Payment No: 639091**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	VERIZON WIRELESS	00459752	9842865266	CELL PHONE SERVICE NOV19	Electric Utility	8,029.18
				Total for Payment No.:		8,029.18

**Payment No: 639092**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	VERIZON WIRELESS	00459780	9842071317	POLICE	General Fund	2,622.69
12/12/2019	VERIZON WIRELESS	00459780	9842071317	POLICE	General Fund	114.03

12/12/2019	VERIZON WIRELESS	00459780	9842071317	POLICE	General Fund	235.98
12/12/2019	VERIZON WIRELESS	00459780	9842071317	POLICE	General Fund	62.54
12/12/2019	VERIZON WIRELESS	00459780	9842071317	POLICE	General Fund	38.01
12/12/2019	VERIZON WIRELESS	00459780	9842071317	FIRE	General Fund	1,140.30
12/12/2019	VERIZON WIRELESS	00459780	9842071317	STREETS	General Fund	114.03
12/12/2019	VERIZON WIRELESS	00459780	9842071317	PARKS & REC	General Fund	38.01
12/12/2019	VERIZON WIRELESS	00459780	9842071317	LIBRARY	General Fund	38.01
				Total for Payment No.:		4,403.60

**Payment No: 639093**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	WOOD ENVIRONMENT & INFRASTRUCTURE, INC.	00460163	S41103233	AMEC YOUTH SOCCER FIELD SOIL T	Parks And Recreation	3,222.70
				Total for Payment No.:		3,222.70

**Payment No: 639094**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	WRA, INC.	00459546	23001-1-37569	PROFESSIONAL SERVICES	General Fund	877.75
				Total for Payment No.:		877.75

**Payment No: 639095**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/12/2019	ZEP SALES & SERVICE	00459593	9004699407	PARTS - SHOP USE	Fleet Operation Fund	577.45
				Total for Payment No.:		577.45

Overall Total	792,084.93
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City of Santa Clara  
List of All Bills and Claims Approved for Payment

Run Date 12/18/2019  
Run Time 7:43:43 AM

Sorted by Payment Number

Payment No: 014507

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	16826 BERWICK TER	00460168	1159	PRC COMPLIANCE REPORTS GRIZZLY	Electric Utility	18,800.00
				Total for Payment No.:		18,800.00

Payment No: 014508

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	ADVANCED CHEMICAL TECHNOLOGY INC	00459959	874267	PD	General Fund	85.00
12/19/2019	ADVANCED CHEMICAL TECHNOLOGY INC	00459959	874267	NORTHSIDE	General Fund	85.00
12/19/2019	ADVANCED CHEMICAL TECHNOLOGY INC	00459959	874267	CENTRAL LIB	General Fund	85.00
12/19/2019	ADVANCED CHEMICAL TECHNOLOGY INC	00459959	874267	CRC	General Fund	85.00
12/19/2019	ADVANCED CHEMICAL TECHNOLOGY INC	00459959	874267	FS 1	General Fund	85.00
12/19/2019	ADVANCED CHEMICAL TECHNOLOGY INC	00459959	874267	OLD COURTHOUSE	General Fund	85.00
12/19/2019	ADVANCED CHEMICAL TECHNOLOGY INC	00459959	874267	CITY HALL	General Fund	85.00
12/19/2019	ADVANCED CHEMICAL TECHNOLOGY INC	00459959	874267	TRTION	Public Buildings	85.00
12/19/2019	ADVANCED CHEMICAL TECHNOLOGY INC	00460487	874710	PD	General Fund	85.00
12/19/2019	ADVANCED CHEMICAL TECHNOLOGY INC	00460487	874710	OLD COURTHOUSE	General Fund	85.00
12/19/2019	ADVANCED CHEMICAL TECHNOLOGY INC	00460487	874710	CRC	General Fund	85.00
12/19/2019	ADVANCED CHEMICAL TECHNOLOGY INC	00460487	874710	CITY HALL	General Fund	85.00
12/19/2019	ADVANCED CHEMICAL TECHNOLOGY INC	00460487	874710	FS 1	General Fund	85.00
12/19/2019	ADVANCED CHEMICAL TECHNOLOGY INC	00460487	874710	CENTRAL LIB	General Fund	85.00
12/19/2019	ADVANCED CHEMICAL TECHNOLOGY INC	00460487	874710	NORTHSIDE	General Fund	85.00
12/19/2019	ADVANCED CHEMICAL TECHNOLOGY INC	00460487	874710	TRITON	Public Buildings	85.00
				Total for Payment No.:		1,360.00

**Payment No: 014509**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	ADVANTAGE OFFICE SOLUTIONS INC	00460489	12491	COUNCIL ADMIN OFFICE	General Fund	1,395.00
				Total for Payment No.:		1,395.00

**Payment No: 014510**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	AIR FILTER SUPPLY INC	00459958	I392460	SUPPLIES FILTERS	General Fund	164.01
				Total for Payment No.:		164.01

**Payment No: 014511**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	ALLIANT INSURANCE SVCS INC	00460769	5117	SLIP-9.29.19-9.29.20	Special Liability Insurance	51,934.51
				Total for Payment No.:		51,934.51

**Payment No: 014512**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	ALTERNATIVE OFFICE SOLUTIONS	00460485	100437	LIFT BASE/SHELF INSTALL 881	Electric Utility	2,872.00
12/19/2019	ALTERNATIVE OFFICE SOLUTIONS	00460485	100437	DELIVERY	Electric Utility	381.50
12/19/2019	ALTERNATIVE OFFICE SOLUTIONS	00460485	100437	CUBICLES-CITY HALL TO 881 MOVE	Electric Utility	7,063.00
12/19/2019	ALTERNATIVE OFFICE SOLUTIONS	00460488	100436	CUBICLES CITY HALL TO 881 MOVE	Electric Utility	30,681.46
12/19/2019	ALTERNATIVE OFFICE SOLUTIONS	00460488	100436	DELIVERY	Electric Utility	654.00
12/19/2019	ALTERNATIVE OFFICE SOLUTIONS	00460488	100436	LABOR FOR INSTALL	Electric Utility	5,978.00
				Total for Payment No.:		47,629.96

**Payment No: 014513**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	AMERESCO	00460197	36783	ENERGY (VASCO LF GAS) NOV19	Electric Utility	284,973.70

12/19/2019	AMERESCO	00460197	36783	VASCO LF O&M CHARGE NOV19	Electric Utility	13,065.57
Total for Payment No.:						298,039.27

**Payment No: 014514**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	AMERESCO	00460211	36784	FORWARD LF O&M CHG NOV19	Electric Utility	9,316.37
12/19/2019	AMERESCO	00460211	36784	ENERGY (FORWARD LF GAS) NOV19	Electric Utility	305,815.71
Total for Payment No.:						315,132.08

**Payment No: 014515**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	ANIXTER INC.	00460617	4433098-01	WIRE, 600V, CU, #2, 7 STR, 60	Electric Utility	3,498.90
Total for Payment No.:						3,498.90

**Payment No: 014516**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	APPLIED POWER TECHNOLOGIES INC	00460409	12340-20	MO. EPMS MAINT SRV NOV19	Electric Utility	2,300.33
Total for Payment No.:						2,300.33

**Payment No: 014517**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	ARINI GEOGRAPHICS LLC	00460694	000238	GIS Professional Services-Docu	General Government - Other	1,921.00
12/19/2019	ARINI GEOGRAPHICS LLC	00460694	000238	GIS Professional Services-Docu	General Government - Other	1,921.00
12/19/2019	ARINI GEOGRAPHICS LLC	00460695	000239	CIP GIS Professional Services	General Government - Other	38,161.50
12/19/2019	ARINI GEOGRAPHICS LLC	00460696	000240	GIS Professional Services-Perm	General Government - Other	889.00
12/19/2019	ARINI GEOGRAPHICS LLC	00460767	000241	GIS Common Operational Picture	General Fund	1,079.50
12/19/2019	ARINI GEOGRAPHICS LLC	00460767	000241	GIS Common Operational Picture	General Fund	4,654.00

Total for Payment No.: 48,626.00

**Payment No: 014518**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	BAKER & TAYLOR BOOKS	00460262	CI222202	1241 AD BK	General Fund	384.20
12/19/2019	BAKER & TAYLOR BOOKS	00460263	CI222408	1241 AD BK	General Fund	1,467.85
Total for Payment No.:						1,852.05

**Payment No: 014519**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	BAY AREA DATA SUPPLY	00460117	206491	DISPATCH TONER	General Fund	245.25
12/19/2019	BAY AREA DATA SUPPLY	00460159	206493	REMFD HP4000/4050 TONER PAYROL	General Fund	76.30
Total for Payment No.:						321.55

**Payment No: 014520**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	BAY AREA POLYGRAPH	00460106	946	11/19 POST CJO EXAM	General Fund	200.00
12/19/2019	BAY AREA POLYGRAPH	00460107	937	1023 & 10/28 POST CJO EXAM	General Fund	400.00
Total for Payment No.:						600.00

**Payment No: 014521**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	BELL ELECTRICAL SUPPLY	00459960	5607863	SUPPLIES	General Fund	269.50
12/19/2019	BELL ELECTRICAL SUPPLY	00459961	5608823	PD GATE REPAIR	General Fund	426.04
Total for Payment No.:						695.54

**Payment No: 014522**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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12/19/2019	BOUNDTREE MEDICAL LLC	00460348	83346013	MEDICAL SUPPLIES	General Fund	254.26
12/19/2019	BOUNDTREE MEDICAL LLC	00460349	83427347	MEDICAL OXYGEN	General Fund	54.75
12/19/2019	BOUNDTREE MEDICAL LLC	00460350	83431415	MEDICAL SUPPLIES	General Fund	31.41
				Total for Payment No.:		340.42

**Payment No: 014523**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	BROWNING FERRIS INDUSTRIES	00460569	M191000	October Water Dept. Landfill	Water Utility	7,244.97
12/19/2019	BROWNING FERRIS INDUSTRIES	00460569	M191000	October Solid Waste	Solid Waste Program	32,200.26
12/19/2019	BROWNING FERRIS INDUSTRIES	00460569	M191000	October Solid Waste	Solid Waste Program	224,466.67
				Total for Payment No.:		263,911.90

**Payment No: 014524**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	BUCKLES-SMITH	00460170	3176554-00	PN#ADE1N0501NPN CROUSE HINDS	Electric Utility	267.40
12/19/2019	BUCKLES-SMITH	00460170	3176554-00	PN#ADE1N0500NPN CROUSE HINDS	Electric Utility	29.71
12/19/2019	BUCKLES-SMITH	00460170	3176554-00	PN#ADE1N0253NPN CROUSE HINDS	Electric Utility	114.88
12/19/2019	BUCKLES-SMITH	00460170	3176554-00	PN#ADE1N0502NPN CROUSE HINDS	Electric Utility	208.96
12/19/2019	BUCKLES-SMITH	00460171	3176642-02	PN# 151608 OMNI CABLE	Electric Utility	3,281.12
12/19/2019	BUCKLES-SMITH	00460403	3176642-00	PN# HOFA1210NF	Electric Utility	149.11
12/19/2019	BUCKLES-SMITH	00460403	3176642-00	PN# HOFCP2020 CP2020 PANEL	Electric Utility	172.75
12/19/2019	BUCKLES-SMITH	00460403	3176642-00	PN# HOFCS20206	Electric Utility	1,027.12
12/19/2019	BUCKLES-SMITH	00460406	3176896-00	PN# WIRTHHN12BLKSOL	Electric Utility	50.44
12/19/2019	BUCKLES-SMITH	00460406	3176896-00	PN# WIRTHHN12GRNSOL	Electric Utility	50.43
12/19/2019	BUCKLES-SMITH	00460406	3176896-00	PN# WIRTHHN12WHTSOL	Electric Utility	50.43
12/19/2019	BUCKLES-SMITH	00460408	3176642-01	PN# HOFA12P10 PANEL	Electric Utility	13.54
12/19/2019	BUCKLES-SMITH	00460699	3177109-00	PN# ALB1783SFP1GSX - 1783-SFP1	Electric Utility	890.75
12/19/2019	BUCKLES-SMITH	00460699	3177109-00	PN# ALB1606XLE120E - 1606-XLE1	Electric Utility	625.22
12/19/2019	BUCKLES-SMITH	00460699	3177109-00	PN# ALB1756A4 - 1756-A4 CONTRO	Electric Utility	397.31



12/19/2019	BUCKLES-SMITH	00460699	3177109-00	PN# ALB1756L81E - 1756-L81E CO	Electric Utility	6,150.87
				Total for Payment No.:		13,480.04

**Payment No: 014525**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	BURLINGTON SAFETY LAB INC	00460011	39365	RUBBER GLOVE RETEST NON-TAX	Electric Utility	810.00
12/19/2019	BURLINGTON SAFETY LAB INC	00460276	39383	CLASS4 BLANKET RETEST NON-TAX	Electric Utility	135.00
12/19/2019	BURLINGTON SAFETY LAB INC	00460276	39383	INSULT HOSE RETEST NON TAX	Electric Utility	322.00
12/19/2019	BURLINGTON SAFETY LAB INC	00460276	39383	CLASS2 BLANKET RETEST NON-TAX	Electric Utility	228.00
12/19/2019	BURLINGTON SAFETY LAB INC	00460276	39383	INSULT BLANKET CL2 TYPE1	Electric Utility	251.55
				Total for Payment No.:		1,746.55

**Payment No: 014526**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	CAROLYN SUSIE BERLIN	00460306	10596	LEGAL SERVICES OCT19	Electric Utility	3,003.00
12/19/2019	CAROLYN SUSIE BERLIN	00460307	10605(d)	LEGAL SERVICES (NCGC) OCT19	Electric Utility	377.00
				Total for Payment No.:		3,380.00

**Payment No: 014527**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	CENTRAL MEDICAL LABORATORY	00460331	18108		General Fund	1,145.00
				Total for Payment No.:		1,145.00

**Payment No: 014528**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	CINTAS CORP #630	00459962	630782860	UNIFORMS	General Fund	146.98
12/19/2019	CINTAS CORP #630	00459963	630775963	UNIFORMS	General Fund	96.78
12/19/2019	CINTAS CORP #630	00459965	630775961	UNIFORMS	General Fund	146.70
12/19/2019	CINTAS CORP #630	00460146	630784894	SAFEWASHER SVC	General Fund	15.24

12/19/2019	CINTAS CORP #630	00460146	630784894	STREET UNIFORMS	General Fund	339.74
12/19/2019	CINTAS CORP #630	00460146	630784894	SAFEWASHER SVC	Fleet Operation Fund	15.25
12/19/2019	CINTAS CORP #630	00460146	630784894	FLEET UNIFORMS	Fleet Operation Fund	138.54
12/19/2019	CINTAS CORP #630	00460147	630790408	STREET UNIFORMS	General Fund	398.91
12/19/2019	CINTAS CORP #630	00460147	630790408	SAFEWASHER SVC	General Fund	15.24
12/19/2019	CINTAS CORP #630	00460147	630790408	FLEET UNIFORMS	Fleet Operation Fund	138.54
12/19/2019	CINTAS CORP #630	00460147	630790408	SAFEWASHER SVC	Fleet Operation Fund	15.25
12/19/2019	CINTAS CORP #630	00460148	630790411	STREET UNIFORMS- NEW	General Fund	104.98
12/19/2019	CINTAS CORP #630	00460508	630786099	UNIFORMS	General Fund	93.44
12/19/2019	CINTAS CORP #630	00460511	630779927	UNIFORMS	General Fund	93.44
12/19/2019	CINTAS CORP #630	00460512	630791543	UNIFORMS	General Fund	93.44
12/19/2019	CINTAS CORP #630	00460514	630788522	UNIFORMS	General Fund	64.87
				Total for Payment No.:		1,917.34

**Payment No: 014529**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	CINTAS FIRE PROTECTION #F44	00460044	0F44717555	FIRE EXT. SERVICE - TAXABLE	General Fund	41.37
12/19/2019	CINTAS FIRE PROTECTION #F44	00460044	0F44717555	FIRE EXT. SERVICE NONTAX	General Fund	42.33
12/19/2019	CINTAS FIRE PROTECTION #F44	00460081	0F44692281	FIRE EXT SERVICE - NONTAX	Electric Utility	87.38
				Total for Payment No.:		171.08

**Payment No: 014530**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	CLUB CARE INC	00459814	102369	FITNESS PARTS	General Fund	470.58
				Total for Payment No.:		470.58

**Payment No: 014531**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	COAST COUNTIES TRUCK	00460061	0191569P	PARTS - STOCK	Fleet Operation Fund	76.56

12/19/2019	COAST COUNTIES TRUCK	00460062	0191855P	PARTS V2938`	Fleet Operation Fund	206.56
12/19/2019	COAST COUNTIES TRUCK	00460576	0191956P	PARTS V3147	Fleet Operation Fund	24.08
				Total for Payment No.:		307.20

**Payment No: 014532**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	COMCAST	00460255	11/27/19AC8155100091701239	COMCAST LIB 2635 HOMESTEAD RD	General Fund	25.82
				Total for Payment No.:		25.82

**Payment No: 014533**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	COUNTY OF SANTA CLARA	00460324	1800070341	112419 NFL Transport	General Fund	2,398.06
				Total for Payment No.:		2,398.06

**Payment No: 014534**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	COUNTY OF SANTA CLARA	00460327	1800070486	100719 NFL EOD SO	General Fund	8,743.89
12/19/2019	COUNTY OF SANTA CLARA	00460327	1800070486	102719 NFL EOD SO	General Fund	9,659.89
				Total for Payment No.:		18,403.78

**Payment No: 014535**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	CPMAXIS INC	00460208	SVP20191130	FRT/MID/BCK OFC SYS SUPT NOV19	Electric Utility	12,212.00
				Total for Payment No.:		12,212.00

**Payment No: 014536**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	DEBI DAVIS	00460755	18471DEC2019	REIMB-NCPA CONFERENCE	Electric Utility	307.64

Total for Payment No.: 307.64

**Payment No: 014537**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	DOCUMENT MANAGEMENT TECHNOLOGY	00460396	SVP15119	CLEANING/BOOKMARK 47.5HRS	Electric Utility	2,375.00
Total for Payment No.:						2,375.00

**Payment No: 014538**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	DUNCAN WEINBERG GENZER &	00460214	31262 PJS	LEGAL SERVICES SEP19	Electric Utility	41,107.61
12/19/2019	DUNCAN WEINBERG GENZER &	00460214	31262 PJS	LEGAL SVC BUCKS CREEK SEP19	Electric Utility Construction	4,675.50
12/19/2019	DUNCAN WEINBERG GENZER &	00460214	31262 PJS	LEGAL SVC BUCK CRK CEQA SEP19	Electric Utility Construction	152.00
Total for Payment No.:						45,935.11

**Payment No: 014539**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	EFFICIENCY SERVICES GROUP, LLC	00460312	2532	CALL19-1 EXTER LITE NOV19	Elec OperatingGrant Trust Fund	2,925.00
12/19/2019	EFFICIENCY SERVICES GROUP, LLC	00460312	2532	CALL19-1 EXTER LITE NOV19	Elec OperatingGrant Trust Fund	25,470.00
Total for Payment No.:						28,395.00

**Payment No: 014540**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	ENERGY & RESOURCE SOLUTIONS	00460326	10526	BUSINESS PB PROG 19-1 NOV19	Elec OperatingGrant Trust Fund	8,191.62
12/19/2019	ENERGY & RESOURCE SOLUTIONS	00460326	10526	BUSINESS PB PROG 19-1 NOV19	Elec OperatingGrant Trust Fund	1,638.32
12/19/2019	ENERGY & RESOURCE SOLUTIONS	00460326	10526	BUSINESS PB PROG 19-1 NOV19	Elec OperatingGrant Trust Fund	11,468.26

12/19/2019	ENERGY & RESOURCE SOLUTIONS	00460326	10526	BUSINESS PB PROG 19-1 NOV19	Elec OperatingGrant Trust Fund	20,479.04
12/19/2019	ENERGY & RESOURCE SOLUTIONS	00460326	10526	BUSINESS PB PROG 19-1 NOV19	Elec OperatingGrant Trust Fund	3,276.65
12/19/2019	ENERGY & RESOURCE SOLUTIONS	00460326	10526	BUSINESS PB PROG 19-1 NOV19	Elec OperatingGrant Trust Fund	32,766.47
12/19/2019	ENERGY & RESOURCE SOLUTIONS	00460326	10526	BUSINESS PB PROG 19-1 NOV19	Elec OperatingGrant Trust Fund	4,095.81
				Total for Payment No.:		81,916.17

**Payment No: 014541**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	ESSENSE PARTNERS	00460498	1987	MARKETING/PR RETAINER NOV19	Electric Utility	600.00
12/19/2019	ESSENSE PARTNERS	00460498	1987	MARKETING/PR RETAINER NOV19	Elec OperatingGrant Trust Fund	670.00
				Total for Payment No.:		1,270.00

**Payment No: 014542**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	ETHOSENERGY	00460203	IN68804	JRNYMAN ST 120HRS DVR NOV19	Electric Utility	15,120.00
12/19/2019	ETHOSENERGY	00460203	IN68804	JRNYMAN OT 84HRS DVR NOV19	Electric Utility	13,860.00
12/19/2019	ETHOSENERGY	00460203	IN68804	JRNYMAN DT 48HRS DVR NOV19	Electric Utility	9,792.00
12/19/2019	ETHOSENERGY	00460203	IN68804	APPRENT3 OT 28HRS DVR NOV19	Electric Utility	3,220.00
12/19/2019	ETHOSENERGY	00460203	IN68804	APPRENT3 DT 16HRS DVR NOV19	Electric Utility	2,272.00
12/19/2019	ETHOSENERGY	00460203	IN68804	PER DIEM DVR NOV19	Electric Utility	3,500.00
12/19/2019	ETHOSENERGY	00460203	IN68804	APPRENT3 ST 40HRS DVR NOV19	Electric Utility	3,520.00
				Total for Payment No.:		51,284.00

**Payment No: 014543**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	FARWEST LINE SPECIALTIES LLC	00460277	288794	HEAVYDUTY FLEX INS WRENCH 6'3"	Electric Utility	404.06

12/19/2019	FARWEST LINE SPECIALTIES LLC	00460277	288794	SEMI-CON SCORERS 1700-SS	Electric Utility	199.34
12/19/2019	FARWEST LINE SPECIALTIES LLC	00460277	288794	SEMI-CON SCORERS 1800-SS	Electric Utility	231.66
12/19/2019	FARWEST LINE SPECIALTIES LLC	00460277	288794	SIHPPING	Electric Utility	20.94
12/19/2019	FARWEST LINE SPECIALTIES LLC	00460397	295248	2 POCKET GLOVE BAG	Electric Utility	32.22
12/19/2019	FARWEST LINE SPECIALTIES LLC	00460397	295248	BLK KLEIN XL EQUIP BAG	Electric Utility	123.80
12/19/2019	FARWEST LINE SPECIALTIES LLC	00460397	295248	YOUNGSTOWN ARC RATED GLOVE M	Electric Utility	233.07
12/19/2019	FARWEST LINE SPECIALTIES LLC	00460397	295248	YOUNGSTOWN ARC RATED GLOVE L	Electric Utility	466.12
12/19/2019	FARWEST LINE SPECIALTIES LLC	00460397	295248	BASHLIN BAG W/ SHOULDER STRAP	Electric Utility	103.44
12/19/2019	FARWEST LINE SPECIALTIES LLC	00460397	295248	YOUNGSTOWN ARC RATED GLOVE XL	Electric Utility	166.48
12/19/2019	FARWEST LINE SPECIALTIES LLC	00460397	295248	KLEIN FOLDING KNIFE W/ CLIP	Electric Utility	107.53
12/19/2019	FARWEST LINE SPECIALTIES LLC	00460397	295248	KUNZ 552 GLOVES 2" CUFF L	Electric Utility	399.54
12/19/2019	FARWEST LINE SPECIALTIES LLC	00460397	295248	KUNZ 552 GLOVES 2" CUFF XL	Electric Utility	266.36
12/19/2019	FARWEST LINE SPECIALTIES LLC	00460397	295248	SHIPPING	Electric Utility	25.63
12/19/2019	FARWEST LINE SPECIALTIES LLC	00460397	295248	WATER RESISANT HEAD LAMP	Electric Utility	199.77
12/19/2019	FARWEST LINE SPECIALTIES LLC	00460397	295248	KUNZ 552 GLOVES 2" CUFF M	Electric Utility	33.29
12/19/2019	FARWEST LINE SPECIALTIES LLC	00460627	294737	GAFF GAUGE BASHLIN #5	Electric Utility	15.84
12/19/2019	FARWEST LINE SPECIALTIES LLC	00460627	294737	SHIPPING	Electric Utility	11.38
				Total for Payment No.:		3,040.47

**Payment No: 014544**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	FERGUSON ENTERPRISES INC	00460800	1446466	REP CLMP	General Fund	147.15
				Total for Payment No.:		147.15

**Payment No: 014545**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	FIRST SECURITY SERVICES	00460522	IN-0025169	TASMAN	General Fund	690.00
				Total for Payment No.:		690.00

**Payment No: 014546**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	FLYNN RESOURCE CONSULTANTS INC	00460213	1359	XMISSION ANALYSIS SEP-OCT19	Electric Utility	56,475.00
12/19/2019	FLYNN RESOURCE CONSULTANTS INC	00460213	1359	CAISO,CRR,PG&E,LITIG SEP-OCT19	Electric Utility	43,130.00
				Total for Payment No.:		99,605.00

**Payment No: 014547**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	FRICKE-PARKS PRESS	00460657	108496	RECREATIONAL ACTIVITY GUIDE PR	General Fund	10,000.75
				Total for Payment No.:		10,000.75

**Payment No: 014548**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	GALE/CENGAGE LEARNING	00460303	69016863	1241 AD BK	General Fund	54.75
12/19/2019	GALE/CENGAGE LEARNING	00460304	69016520	1241 AD BK	General Fund	106.22
12/19/2019	GALE/CENGAGE LEARNING	00460459	69022967	1241 AD BK	General Fund	26.97
				Total for Payment No.:		187.94

**Payment No: 014549**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	GARDENLAND POWER EQUIPMENT	00459854	729804	LANDSCAPING SUPPLIES	General Fund	384.18
12/19/2019	GARDENLAND POWER EQUIPMENT	00459872	731411	BLOWER- STORM DRAIN	General Fund	174.79
12/19/2019	GARDENLAND POWER EQUIPMENT	00460585	731254	SUPPLIES-YARD MASTER	General Fund	104.72
12/19/2019	GARDENLAND POWER EQUIPMENT	00460585	731254	MISC EQUIPMENT - YARD MASTER	General Fund	1,048.76
				Total for Payment No.:		1,712.45

**Payment No: 014550**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	GATES & ASSOC	00460730	52475	GATES & ASSOCIATES-MONTAGUE PA	Parks And Recreation	71,590.28

Total for Payment No.: 71,590.28

**Payment No: 014551**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	GE GRID SOLUTIONS, LLC	00460726	1250901	JIF-SHAR UNIT PART NUMBER B864	Electric Utility Construction	2,530.40
12/19/2019	GE GRID SOLUTIONS, LLC	00460726	1250901	2.488 MB/S TRANSCEIVER 1310NM,	Electric Utility Construction	878.61
12/19/2019	GE GRID SOLUTIONS, LLC	00460726	1250901	OC-48 JMUX UNIT WITHOUT SFP PA	Electric Utility Construction	6,150.30
12/19/2019	GE GRID SOLUTIONS, LLC	00460726	1250901	JIF-SHARE PADDLEBOARD PART NUM	Electric Utility Construction	168.69
Total for Payment No.:						9,728.00

**Payment No: 014552**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	GEI CONSULTANTS, INC.	00460216	3061673	PRJ MGMT BUCKS CRK AUG-SEP19	Electric Utility Construction	7,702.95
12/19/2019	GEI CONSULTANTS, INC.	00460216	3061673	BUCKS CREEK CEQA AUG-SEP19	Electric Utility Construction	11,094.72
Total for Payment No.:						18,797.67

**Payment No: 014553**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	GEORGE HILLS CO	00460631	INV1016668	Administration Monthly Fee	Special Liability Insurance	350.00
12/19/2019	GEORGE HILLS CO	00460631	INV1016668	CMS Reporting Annual Fee	Special Liability Insurance	250.00
12/19/2019	GEORGE HILLS CO	00460632	INV1016697	Claim Adjusting	Special Liability Insurance	531.00
12/19/2019	GEORGE HILLS CO	00460633	INV1016546	Claim Adjusting	Special Liability Insurance	15,822.46
Total for Payment No.:						16,953.46



**Payment No: 014554**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	GRAINGER-SAN JOSE	00460071	9364602723	PARTS -STOCK	Fleet Operation Fund	74.90
12/19/2019	GRAINGER-SAN JOSE	00460073	9358010412	PARTS-SHOP USE	Fleet Operation Fund	160.78
12/19/2019	GRAINGER-SAN JOSE	00460287	9361400600	AAA BATTERIES	Electric Utility	52.32
12/19/2019	GRAINGER-SAN JOSE	00460287	9361400600	AAA BATTERIES	Water Utility	52.32
12/19/2019	GRAINGER-SAN JOSE	00460580	9368816659	SUPPLIES -YARDMASTER	General Fund	316.98
12/19/2019	GRAINGER-SAN JOSE	00460586	9367947216	PARTS-SHOP USE	Fleet Operation Fund	111.61
12/19/2019	GRAINGER-SAN JOSE	00460624	9367739951	BARRICADE TAPE,"CAUTION HIGH V	Electric Utility	165.98
12/19/2019	GRAINGER-SAN JOSE	00460668	9367640670	SOCKET, 1-3/16IN, KEARNEY TOOL	Electric Utility	56.72
				Total for Payment No.:		991.61

**Payment No: 014555**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	GRANICUS, LLC	00460330	115866	CMS 6 REDESIGN	General Government - Other	29,062.00
12/19/2019	GRANICUS, LLC	00460330	115866	GOVACCESS SUBSITE	General Government - Other	8,900.00
12/19/2019	GRANICUS, LLC	00460330	115866	REDESIGN CREDIT (PER CONTRACT)	General Government - Other	-24,000.00
				Total for Payment No.:		13,962.00

**Payment No: 014556**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	GRANITE CONSTRUCTION CO	00459855	1711661	ASPHALT	General Fund	2,092.39
12/19/2019	GRANITE CONSTRUCTION CO	00459856	1708928	ASPHALT	General Fund	142.11
12/19/2019	GRANITE CONSTRUCTION CO	00459857	1714892	ASPHALT	General Fund	772.24
				Total for Payment No.:		3,006.74

**Payment No: 014557**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	GRANITE ROCK CO #29145	00460717	1208470	SAND	Water Utility	47.63
12/19/2019	GRANITE ROCK CO #29145	00460717	1208470	SAND	Water Utility	31.75
12/19/2019	GRANITE ROCK CO #29145	00460717	1208470	SAND	Sewer Utility	15.88
12/19/2019	GRANITE ROCK CO #29145	00460717	1208470	SAND	Electric Utility Construction	158.80
12/19/2019	GRANITE ROCK CO #29145	00460717	1208470	SAND	Water Utility Construction	63.51
12/19/2019	GRANITE ROCK CO #29145	00460718	1199109	SAND	Water Utility	62.81
12/19/2019	GRANITE ROCK CO #29145	00460718	1199109	SAND	Water Utility	41.87
12/19/2019	GRANITE ROCK CO #29145	00460718	1199109	SAND	Sewer Utility	20.94
12/19/2019	GRANITE ROCK CO #29145	00460718	1199109	SAND	Electric Utility Construction	209.36
12/19/2019	GRANITE ROCK CO #29145	00460718	1199109	SAND	Water Utility Construction	83.74
				Total for Payment No.:		736.29

**Payment No: 014558**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	IMAGE X, INC	00460774	221040	AR #10 WINDOW ENVELOPES	General Fund	288.64
				Total for Payment No.:		288.64

**Payment No: 014559**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	IMPERIAL SPRINKLER SUPPLY INC	00459852	3979814-00	LANDSCAPING SUPPLIES	General Fund	543.43
12/19/2019	IMPERIAL SPRINKLER SUPPLY INC	00459853	3981679-00	LANDSCAPING SUPPLIES	General Fund	56.71
12/19/2019	IMPERIAL SPRINKLER SUPPLY INC	00460588	3973325-01	SUUPPLIES - P&B	General Fund	2.10
				Total for Payment No.:		602.24

**Payment No: 014560**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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12/19/2019	INGRAM LIBRARY SERVICES INC	00460265	42941334	1233 AD/Juv BK	General Fund	276.87
12/19/2019	INGRAM LIBRARY SERVICES INC	00460265	42941334	1236 Juv BK	General Fund	139.84
12/19/2019	INGRAM LIBRARY SERVICES INC	00460265	42941334	1241 AD BK	General Fund	2,706.30
12/19/2019	INGRAM LIBRARY SERVICES INC	00460265	42941334	1231 Juv BK	General Fund	1,003.66
12/19/2019	INGRAM LIBRARY SERVICES INC	00460265	42941334	1232 YA BK	General Fund	147.86
12/19/2019	INGRAM LIBRARY SERVICES INC	00460266	42941353	1235 AD/Juv BK	General Fund	847.54
12/19/2019	INGRAM LIBRARY SERVICES INC	00460462	43036145	1236 AD/Juv BK	General Fund	174.03
12/19/2019	INGRAM LIBRARY SERVICES INC	00460462	43036145	1231 Juv BK	General Fund	3,345.84
12/19/2019	INGRAM LIBRARY SERVICES INC	00460462	43036145	1232 YA BK	General Fund	113.34
12/19/2019	INGRAM LIBRARY SERVICES INC	00460462	43036145	1233 AD/Juv BK	General Fund	866.96
12/19/2019	INGRAM LIBRARY SERVICES INC	00460462	43036145	1241 AD BK	General Fund	1,926.23
12/19/2019	INGRAM LIBRARY SERVICES INC	00460463	43036164	1235 AD/Juv BK	General Fund	244.54
				Total for Payment No.:		11,793.01

**Payment No: 014561**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	JOHANNA JEAN MARCHEL	00459910	184	BUFF/STRIPPED/VCT 881 MARTIN	Electric Utility	2,021.00
12/19/2019	JOHANNA JEAN MARCHEL	00459910	184	BUFF/STRIPPED/VCT 881 MARTIN	Elec OperatingGrant Trust Fund	129.00
				Total for Payment No.:		2,150.00

**Payment No: 014562**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	KIMBERLY DAVEY	00460650	17583-17599	CONTRACTOR PAYMENT CLASSES FY1	General Fund	21,851.08
12/19/2019	KIMBERLY DAVEY	00460665	16907-16912A	CONTRACOTR PAYMENT FOR SPRING/	General Fund	19,971.03
				Total for Payment No.:		41,822.11

**Payment No: 014563**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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12/19/2019	KRISAMA JUESEEKUL	00460261	328996	BKFT. PANEL ASSOC ENGINEER	General Fund	12.75
12/19/2019	KRISAMA JUESEEKUL	00460545	328997	BKFT ORAL SR. BUSINESS ANALYST	General Fund	18.75
Total for Payment No.:						31.50

**Payment No: 014564**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	KUEHNE CONSTRUCTION	00459971	19-92	MORSE MANSION CEILING	General Government - Other	2,928.10
Total for Payment No.:						2,928.10

**Payment No: 014565**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	LEHR AUTO ELECTRIC	00459565	SI37430	PARTS -V3518	Vehicle Replacement Fund	247.44
12/19/2019	LEHR AUTO ELECTRIC	00459566	SI36267	PARTS -V3518	Vehicle Replacement Fund	137.50
12/19/2019	LEHR AUTO ELECTRIC	00459567	SI37458	PARTS - STOCK	General Fund	461.89
12/19/2019	LEHR AUTO ELECTRIC	00459568	SCM12181	PARTS CREDIT TRF TO VENDOR	Fleet Operation Fund	-2,561.50
12/19/2019	LEHR AUTO ELECTRIC	00459879	SI37462	PARTS & SUPPLIES FOR CSC FLEET	Vehicle Replacement Fund	850.20
12/19/2019	LEHR AUTO ELECTRIC	00460589	SI38056	PARTS V3518	Vehicle Replacement Fund	67.25
12/19/2019	LEHR AUTO ELECTRIC	00460590	SI37140	PARTS V3482	Vehicle Replacement Fund	688.16
12/19/2019	LEHR AUTO ELECTRIC	00460748	SI37131	PARTS & SUPPLIES FOR CSC FLEET	Vehicle Replacement Fund	1,640.93
12/19/2019	LEHR AUTO ELECTRIC	00460748	SI37131	SHIPPING CHARGES	Vehicle Replacement Fund	12.93
12/19/2019	LEHR AUTO ELECTRIC	00460749	SI37392	PARTS & SUPPLIES FOR CSC FLEET	Vehicle Replacement Fund	42.73
12/19/2019	LEHR AUTO ELECTRIC	00460749	SI37392	SHIPPING CHARGES	Vehicle Replacement Fund	13.48
Total for Payment No.:						1,601.01

**Payment No: 014566**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	LINNEA SHEEHY	00460753	17655-17684A	CONTRACTOR PAYMENT FOR CLASSES	General Fund	16,927.12
				Total for Payment No.:		16,927.12

**Payment No: 014567**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	LISA SCHOENTHAL	00460645	27663NOV2019	CESA ANNUAL CONFERENCE	General Fund	121.00
				Total for Payment No.:		121.00

**Payment No: 014568**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	MANSFIELD OIL COMPANY	00460592	683592	DIESEL STREET CYARD TANK 53	Fleet Operation Fund	17,967.19
				Total for Payment No.:		17,967.19

**Payment No: 014569**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	MEYERS NAVE RIBACK SILVER	00460729	2019090500	LEGAL SERVICES	General Fund	7,871.43
12/19/2019	MEYERS NAVE RIBACK SILVER	00460731	2019080485	LEGAL SERVICES	General Fund	1,027.44
12/19/2019	MEYERS NAVE RIBACK SILVER	00460732	2019070472	LEGAL SERVICES	General Fund	1,855.00
12/19/2019	MEYERS NAVE RIBACK SILVER	00460733	2019090503	CHANGE ORDER #1 ADD FUNDS PER	Special Liability Insurance	6,769.87
12/19/2019	MEYERS NAVE RIBACK SILVER	00460735	2019080488	CHANGE ORDER #1 ADD FUNDS PER	Special Liability Insurance	4,270.00
12/19/2019	MEYERS NAVE RIBACK SILVER	00460736	2019070475	CHANGE ORDER #1 ADD FUNDS PER	Special Liability Insurance	1,715.00
				Total for Payment No.:		23,508.74

**Payment No: 014570**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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12/19/2019	MIDWEST TAPE LLC	00460264	98284578	1241 AD DB	General Fund	8,574.69
12/19/2019	MIDWEST TAPE LLC	00460351	98239383	1241 AD DVD'S	General Fund	115.18
12/19/2019	MIDWEST TAPE LLC	00460351	98239383	1233 AD DVD	General Fund	25.33
12/19/2019	MIDWEST TAPE LLC	00460351	98239383	1231 Juv DVD'S	General Fund	97.17
12/19/2019	MIDWEST TAPE LLC	00460351	98239383	1235 Juv DVD'S	General Fund	164.91
12/19/2019	MIDWEST TAPE LLC	00460351	98239383	1235 AD DVD	General Fund	25.33
12/19/2019	MIDWEST TAPE LLC	00460352	98261311	1233 Juv DVD	General Fund	15.51
12/19/2019	MIDWEST TAPE LLC	00460352	98261311	1235 Juv DVD'S	General Fund	120.82
12/19/2019	MIDWEST TAPE LLC	00460352	98261311	1236 AD DVD'S	General Fund	156.87
12/19/2019	MIDWEST TAPE LLC	00460352	98261311	1233 AD DVD'S	General Fund	79.80
12/19/2019	MIDWEST TAPE LLC	00460352	98261311	1241 AD DVD'S	General Fund	194.49
12/19/2019	MIDWEST TAPE LLC	00460352	98261311	1231 Juv DVD'S	General Fund	124.08
12/19/2019	MIDWEST TAPE LLC	00460352	98261311	1235 AD DVD'S	General Fund	50.66
12/19/2019	MIDWEST TAPE LLC	00460353	98267683	1241 AD ABKS	General Fund	190.68
12/19/2019	MIDWEST TAPE LLC	00460355	98286344	1236 AD DVD'S	General Fund	54.73
12/19/2019	MIDWEST TAPE LLC	00460355	98286344	1235 AD DVD'S	General Fund	71.91
12/19/2019	MIDWEST TAPE LLC	00460355	98286344	1233 AD DVD'S	General Fund	48.21
12/19/2019	MIDWEST TAPE LLC	00460355	98286344	1235 Juv DVD'S	General Fund	69.33
12/19/2019	MIDWEST TAPE LLC	00460355	98286344	1241 AD DVD'S	General Fund	227.59
12/19/2019	MIDWEST TAPE LLC	00460355	98286344	1231 Juv DVD'S	General Fund	58.79
12/19/2019	MIDWEST TAPE LLC	00460356	98295999	1233 AD DVD	General Fund	23.70
12/19/2019	MIDWEST TAPE LLC	00460356	98295999	1241 AD DVD'S	General Fund	71.09
12/19/2019	MIDWEST TAPE LLC	00460356	98295999	1235 AD DVD'S	General Fund	47.39
12/19/2019	MIDWEST TAPE LLC	00460356	98295999	1236 AD DVD'S	General Fund	47.39
				Total for Payment No.:		10,655.65

**Payment No: 014571**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	MILTON SECURITY GROUP LLC	00460204	Q31254	CYBER SECURITY/SSG SUPPORT	Electric Utility	13,804.00

12/19/2019	MILTON SECURITY GROUP LLC	00460205	Q31256	AMI/MDMS PROJECT SUPPORT	Electric Utility Construction	14,400.00
12/19/2019	MILTON SECURITY GROUP LLC	00460206	Q31255	COULTER,ETHAN 11/30-12/27/19	Electric Utility	18,560.00
				Total for Payment No.:		46,764.00

**Payment No: 014572**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	MISSION TRAIL WASTE SYSTEMS	00459858	M576	FOOD SCRAP PROCESSING- SEPT 19	Solid Waste Program	81,249.70
12/19/2019	MISSION TRAIL WASTE SYSTEMS	00460593	m581	FOOD SCRAP PROCESS FEE OCT2019	Solid Waste Program	81,842.72
12/19/2019	MISSION TRAIL WASTE SYSTEMS	00460594	0000435936	GARBAGE SERVICE CYARD DEC2019	Solid Waste Program	9,922.68
				Total for Payment No.:		173,015.10

**Payment No: 014573**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	MSR PUBLIC POWER AGENCY	00460253	120219	PUR POWER SAN JUAN DEC19 ACT	Electric Utility	12,630.10
12/19/2019	MSR PUBLIC POWER AGENCY	00460253	120219	RENEWABLE ADMIN COSTS DEC19	Electric Utility	48,876.80
12/19/2019	MSR PUBLIC POWER AGENCY	00460253	120219	PUR POWER SAN JUAN DEC19 ACT	Electric Utility	810,913.95
12/19/2019	MSR PUBLIC POWER AGENCY	00460253	120219	PUR POWER SAN JUAN DEC19 ACT	Electric Utility	96,250.00
				Total for Payment No.:		968,670.85

**Payment No: 014574**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	MT TIRE SERVICE	00460077	12810	TIRES V2883 WO 125630	Fleet Operation Fund	289.25
12/19/2019	MT TIRE SERVICE	00460077	12810	CA TIRE TAX V2883 WO 125630	Fleet Operation Fund	1.75
12/19/2019	MT TIRE SERVICE	00460077	12810	FED TIRE TAX V2883 WO 125630	Fleet Operation Fund	4.44
12/19/2019	MT TIRE SERVICE	00460077	12810	LABOR V2883 WO 125630	Fleet Operation Fund	230.00
12/19/2019	MT TIRE SERVICE	00460077	12810	TIRE DISPOSAL V2883 WO 125630	Fleet Operation Fund	5.00
12/19/2019	MT TIRE SERVICE	00460079	12499	LABOR-MD V2883 WO 125630	Fleet Operation Fund	30.00
12/19/2019	MT TIRE SERVICE	00460082	12624	LABOR-FR V3508 WO 125853	Fleet Operation Fund	120.00

12/19/2019	MT TIRE SERVICE	00460083	12492	LABOR-FLEET	Fleet Operation Fund	120.00
12/19/2019	MT TIRE SERVICE	00460595	12608	TIRES V3395 WO 125889	Fleet Operation Fund	359.70
12/19/2019	MT TIRE SERVICE	00460595	12608	CA TIRE FEE V3395 WO 125889	Fleet Operation Fund	3.50
12/19/2019	MT TIRE SERVICE	00460595	12608	LABOR V3395 WO 125889	Fleet Operation Fund	50.00
12/19/2019	MT TIRE SERVICE	00460596	12777	TIRES -STOCK	Fleet Operation Fund	2,943.00
12/19/2019	MT TIRE SERVICE	00460597	12606	LABOR-MB V3156 WO 125887	Fleet Operation Fund	100.00
12/19/2019	MT TIRE SERVICE	00460598	12605	LABOR-FLEET SERVICE	Fleet Operation Fund	120.00
12/19/2019	MT TIRE SERVICE	00460599	12607	LABOR-MD V3109 WO 125840	Fleet Operation Fund	60.00
				Total for Payment No.:		4,436.64

**Payment No: 014575**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	NALCO CO	00460513	86771437	MO.SRV FEE COGEN DEC19	Electric Utility	286.13
				Total for Payment No.:		286.13

**Payment No: 014576**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	NALCO CO	00460509	86769528	MO.SRV FEE DVR DEC19	Electric Utility	858.38
				Total for Payment No.:		858.38

**Payment No: 014577**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	NO CALIF POWER AGENCY	00460415	CVP1219002	WAPA REST FUND LEVELIZED DEC19	Electric Utility	193,272.44
12/19/2019	NO CALIF POWER AGENCY	00460415	CVP1219002	WAPA REST FUND LEVELIZED DEC19	Electric Utility	-43,272.44
				Total for Payment No.:		150,000.00

**Payment No: 014578**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	NORTHERN CALIF POWER AGENCY	00460295	006002-1219023	GEO1 FIXED DEC19	Electric Utility	1,010,147.00



12/19/2019	NORTHERN CALIF POWER AGENCY	00460295	006002-1219023	GEO1 VAR DEC19	Electric Utility	-573,232.00
12/19/2019	NORTHERN CALIF POWER AGENCY	00460295	006002-1219023	GEO1 DEBT DEC19	Electric Utility	182,953.00
12/19/2019	NORTHERN CALIF POWER AGENCY	00460295	006002-1219023	CT FIXED DEC19	Electric Utility	178,054.00
12/19/2019	NORTHERN CALIF POWER AGENCY	00460295	006002-1219023	CT VAR DEC19	Electric Utility	-21,062.00
12/19/2019	NORTHERN CALIF POWER AGENCY	00460295	006002-1219023	HYDRO VAR DEC19	Electric Utility	-595,280.00
12/19/2019	NORTHERN CALIF POWER AGENCY	00460295	006002-1219023	HYDRO DEBT DEC19	Electric Utility	1,068,918.00
12/19/2019	NORTHERN CALIF POWER AGENCY	00460295	006002-1219023	LEC FUEL DEC19	Electric Utility	2,160,982.00
12/19/2019	NORTHERN CALIF POWER AGENCY	00460295	006002-1219023	LEC VARIABLE DEC19	Electric Utility	-1,587,851.00
12/19/2019	NORTHERN CALIF POWER AGENCY	00460295	006002-1219023	LEC FIXED DEC19	Electric Utility	400,688.00
12/19/2019	NORTHERN CALIF POWER AGENCY	00460295	006002-1219023	LEG/REG/PM PASS THRU SVC DEC19	Electric Utility	349,479.00
12/19/2019	NORTHERN CALIF POWER AGENCY	00460295	006002-1219023	CONTRACT SVC-UNIQUE CONF 0132	Electric Utility	799.00
12/19/2019	NORTHERN CALIF POWER AGENCY	00460295	006002-1219023	CONTRACT SVC-UNIQUE CONF 0132	Electric Utility	2,497.00
12/19/2019	NORTHERN CALIF POWER AGENCY	00460295	006002-1219023	CONTRACT SVC-UNIQUE CONF 0132	Electric Utility	4,895.00
12/19/2019	NORTHERN CALIF POWER AGENCY	00460295	006002-1219023	CONTRACT SVC-BLACK&VEATCH 0120	Electric Utility	3,605.00
12/19/2019	NORTHERN CALIF POWER AGENCY	00460295	006002-1219023	HYDRO FIXED DEC19	Electric Utility	533,784.00
12/19/2019	NORTHERN CALIF POWER AGENCY	00460295	006002-1219023	CONTRACT SVC-ASPEN ENVIRO 0119	Electric Utility	4,256.00
12/19/2019	NORTHERN CALIF POWER AGENCY	00460295	006002-1219023	CONTRACT SVC-ATS CONFIRM 0134	Electric Utility	10,166.00
12/19/2019	NORTHERN CALIF POWER AGENCY	00460295	006002-1219023	REC CREDIT SALES - ALAMEDA	Electric Utility	-111,600.00
12/19/2019	NORTHERN CALIF POWER AGENCY	00460295	006002-1219023	REC ENERGY SALES - ALAMEDA	Electric Utility	-176,173.00
12/19/2019	NORTHERN CALIF POWER AGENCY	00460295	006002-1219023	CISO MKT EST DEC19	Electric Utility	6,814,588.00
12/19/2019	NORTHERN CALIF POWER AGENCY	00460295	006002-1219023	LEC DEBT DEC19	Electric Utility	633,862.00
12/19/2019	NORTHERN CALIF POWER AGENCY	00460295	006002-1219023	CISO GMC OCT19,SEP19,OTHER	Electric Utility	219,745.38
12/19/2019	NORTHERN CALIF POWER AGENCY	00460295	006002-1219023	CISO MKT OCT19,SEP19,OTHER	Electric Utility	-3,558,026.11
12/19/2019	NORTHERN CALIF POWER AGENCY	00460295	006002-1219023	CISO XMN OCT19,SEP19,OTHER	Electric Utility	3,510,550.59
12/19/2019	NORTHERN CALIF POWER AGENCY	00460295	006002-1219023	CISO CRR OCT19,SEP19,OTHER	Electric Utility	-86,746.88
12/19/2019	NORTHERN CALIF POWER AGENCY	00460295	006002-1219023	CISO A/S OCT19,SEP19,OTHER	Electric Utility	-85,522.98
12/19/2019	NORTHERN CALIF POWER AGENCY	00460295	006002-1219023	CONTRACT SVC-ASPEN ENVIRO 0119	Electric Utility	10,388.00
12/19/2019	NORTHERN CALIF POWER AGENCY	00460295	006002-1219023	CONTRACT SVC-CADMUS CONF 0114	Elec OperatingGrant Trust Fund	10,952.00
12/19/2019	NORTHERN CALIF POWER AGENCY	00460295	006002-1219023	CONTRACT SVC-CADMUS CONF 0114	Elec OperatingGrant Trust Fund	6,333.00

12/19/2019	NORTHERN CALIF POWER AGENCY	00460295	006002-1219023	CONTRACT SVC-BLACK&VEATCH 0108	Electric Utility Construction	7,487.00
Total for Payment No.:						10,329,635.00

**Payment No: 014579**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	NOSSAMAN LLP	00460738	502675	LEGAL SERVICES	Special Liability Insurance	4,368.00
12/19/2019	NOSSAMAN LLP	00460740	501494	LEGAL SERVICES	Special Liability Insurance	6,711.14
12/19/2019	NOSSAMAN LLP	00460742	500049	LEGAL SERVICES	Special Liability Insurance	6,481.10
Total for Payment No.:						17,560.24

**Payment No: 014580**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	ORACLE AMERICA INC	00460801	44720282	PEOPLESFT PROGRAM TECHNICAL S	General Fund	2,933.47
12/19/2019	ORACLE AMERICA INC	00460802	44720162	PEOPLESFT PROGRAM TECHNICAL S	General Fund	54,154.74
Total for Payment No.:						57,088.21

**Payment No: 014581**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	OVERDRIVE INC	00460269	00910CO19236573	1241 AD EBK	General Fund	263.48
12/19/2019	OVERDRIVE INC	00460273	00910CO19237978	1241 AD EBK	General Fund	3,721.27
12/19/2019	OVERDRIVE INC	00460803	00910DA19240022 COR	1241 AD EBK	General Fund	84.99
Total for Payment No.:						4,069.74

**Payment No: 014582**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	PAN ASIAN PUBLICATIONS (USA) INC	00460274	U-16281	1231 Juv BK	General Fund	799.01

Total for Payment No.: 799.01

**Payment No: 014583**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	PELICAN SIGN SERVICE INC	00459974	59355	ENGRAVING	General Fund	25.14
12/19/2019	PELICAN SIGN SERVICE INC	00460674	58781	MAGNETIC CLIP, ENGRAVED SIGN	General Fund	65.47
Total for Payment No.:						90.61

**Payment No: 014584**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	PG&E	00460317	3345487577-5 NOV2019	ELEC SVC BLACK BUTTE HYD NOV19	Electric Utility	717.03
12/19/2019	PG&E	00460317	3345487577-5 NOV2019	ELEC SVC HIGH LINE CANAL NOV19	Electric Utility	109.29
12/19/2019	PG&E	00460317	3345487577-5 NOV2019	ELEC SVC STONY GORGE HYD NOV19	Electric Utility	656.53
Total for Payment No.:						1,482.85

**Payment No: 014585**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	PG&E	00460319	1543429391-4 DEC2019	ELEC SVC STONY GORGE NOV19	Electric Utility	305.08
Total for Payment No.:						305.08

**Payment No: 014586**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	PG&E	00460320	1501762727-2 DEC2019	ELEC SVC HIGH LINE CANAL NOV19	Electric Utility	172.64
Total for Payment No.:						172.64

**Payment No: 014587**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	PG&E	00460322	5918427025-0 DEC2019	ELEC SVC BLACK BUTTE HYD NOV18	Electric Utility	1,453.43

Total for Payment No.: 1,453.43

**Payment No: 014588**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	PG&E	00460491	6960110313-3 DEC2019	GAS TRANSPORT GIANERA OCT19	Electric Utility	1,035.58
12/19/2019	PG&E	00460491	6960110313-3 DEC2019	GAS TRANSPORT GIANERA NOV19	Electric Utility	3,276.55
Total for Payment No.:						4,312.13

**Payment No: 014589**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	PG&E	00460492	6751776993-0 NOV2019	GAS TRANSPORT COGEN OCT19	Electric Utility	77,162.29
Total for Payment No.:						77,162.29

**Payment No: 014590**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	PG&E	00460494	6751776993-0 DEC2019	GAS TRANSPORT COGEN NOV19	Electric Utility	71,863.83
Total for Payment No.:						71,863.83

**Payment No: 014591**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	PG&E	00460794	2490226441-5 DEC2019	POOL/2250 ROYAL	General Fund	4,817.97
12/19/2019	PG&E	00460794	2490226441-5 DEC2019	SR CNTR 1303 FREMONT ST	General Fund	2,318.47
12/19/2019	PG&E	00460794	2490226441-5 DEC2019	FIRE-STA2 1900 WALSH AVE.	General Fund	272.20
12/19/2019	PG&E	00460794	2490226441-5 DEC2019	STREET/1700 WALSH 50%	General Fund	124.94
12/19/2019	PG&E	00460794	2490226441-5 DEC2019	BERMAN BLDG-1405 CIVIC CTR	General Fund	105.39
12/19/2019	PG&E	00460794	2490226441-5 DEC2019	FIRE/#1 777 BENTON	General Fund	356.09
12/19/2019	PG&E	00460794	2490226441-5 DEC2019	FIRE/#4-2323 PRUNERIDGE	General Fund	50.89
12/19/2019	PG&E	00460794	2490226441-5 DEC2019	NORTHSIDE LIB 695 MORELAND WAY	General Fund	303.63
12/19/2019	PG&E	00460794	2490226441-5 DEC2019	GYM/2450 CABRILLO	General Fund	89.65

12/19/2019	PG&E	00460794	2490226441-5 DEC2019	SPORTS CTR/3445 BENTON	General Fund	45.38
12/19/2019	PG&E	00460794	2490226441-5 DEC2019	CRC/969 KIELY	General Fund	1,522.34
12/19/2019	PG&E	00460794	2490226441-5 DEC2019	CITY HALL-1500 Warburton	General Fund	2,043.21
12/19/2019	PG&E	00460794	2490226441-5 DEC2019	POLICE/601 EL CAMINO	General Fund	3,464.82
12/19/2019	PG&E	00460794	2490226441-5 DEC2019	COMM SVCS-1515 EL CAMINO REAL	General Fund	20.19
12/19/2019	PG&E	00460794	2490226441-5 DEC2019	POOL/BUCHER-REBIERO	General Fund	7.57
12/19/2019	PG&E	00460794	2490226441-5 DEC2019	POOL/BACHER-REBIERO STS	General Fund	2,570.68
12/19/2019	PG&E	00460794	2490226441-5 DEC2019	FIRE/#9-3011 CORVIN	General Fund	90.92
12/19/2019	PG&E	00460794	2490226441-5 DEC2019	FIRE/#10 2401 TALLUTO	General Fund	45.50
12/19/2019	PG&E	00460794	2490226441-5 DEC2019	PARKS/4750 LICK MILL BLVD	General Fund	16.15
12/19/2019	PG&E	00460794	2490226441-5 DEC2019	FIRE/#6-888 AGNEW RD	General Fund	232.59
12/19/2019	PG&E	00460794	2490226441-5 DEC2019	FIRE/#3 2821 HOMESTEAD RD	General Fund	47.72
12/19/2019	PG&E	00460794	2490226441-5 DEC2019	LIBRARY/2635 HOMESTEAD	General Fund	484.97
12/19/2019	PG&E	00460794	2490226441-5 DEC2019	POOL/3750 DELA CRUZ	General Fund	54.56
12/19/2019	PG&E	00460794	2490226441-5 DEC2019	2975 LAFAYETTE ST.	General Fund	8.38
12/19/2019	PG&E	00460794	2490226441-5 DEC2019	POL SUBSTN/3992 RIVERMARK PLZ	General Fund	20.16
12/19/2019	PG&E	00460794	2490226441-5 DEC2019	POOL/2625 PATRICIA	General Fund	8,878.68
12/19/2019	PG&E	00460794	2490226441-5 DEC2019	YOUTH SOCCER 5049 CENTENNIAL	General Fund	48.82
12/19/2019	PG&E	00460794	2490226441-5 DEC2019	AUTO SVCS/1700 WALSH 50%	Fleet Operation Fund	124.94
12/19/2019	PG&E	00460794	2490226441-5 DEC2019	PUMP/ELEC-LAWRENCE/HSTEAD	Sewer Utility	9.72
12/19/2019	PG&E	00460794	2490226441-5 DEC2019	PUMP/4495 N 1ST ST	Sewer Utility	2,403.67
12/19/2019	PG&E	00460794	2490226441-5 DEC2019	BACKUP GEN/2279 CALLE DE LUNA	Sewer Utility	33.20
Total for Payment No.:						30,613.40

**Payment No: 014592**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	PLANET FUTSAL INC	00460648	15222DEC2019	CONTRACT PAYMENT FOR CLASSES F	General Fund	122.50
12/19/2019	PLANET FUTSAL INC	00460660	18357	CONTRACT PAYMENT FOR CLASSES F	General Fund	1,529.94
Total for Payment No.:						1,652.44

**Payment No: 014593**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	POWER SYSTEMS OPERATIONS	00460212	1229	VERA VALIDATION UPDATES NOV19	Electric Utility	21,908.37
				Total for Payment No.:		21,908.37

**Payment No: 014594**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	PRAXAIR DISTRIBUTION INC	00460017	93488950	IND LIQUID 200-300LT	Electric Utility	307.40
12/19/2019	PRAXAIR DISTRIBUTION INC	00460017	93488950	SPEC HIGH PRESSURE >100CF	Electric Utility	25.58
12/19/2019	PRAXAIR DISTRIBUTION INC	00460017	93488950	SAFETY AND ENVIRONMENT FEE	Electric Utility	25.45
12/19/2019	PRAXAIR DISTRIBUTION INC	00460092	93248923	PARTS - SHOP USE	Fleet Operation Fund	31.60
				Total for Payment No.:		390.03

**Payment No: 014595**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	PREEMINENT SOLUTIONS INC	00460254	4103	ASSESS IT ENVIRONMENT-MS 3	Electric Utility	15,000.00
				Total for Payment No.:		15,000.00

**Payment No: 014596**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	PROTEC	00460765	17028	Cabling Material	General Government - Other	1,000.00
12/19/2019	PROTEC	00460765	17028	Labor	General Government - Other	4,680.00
				Total for Payment No.:		5,680.00

**Payment No: 014597**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	RELIABILITY OPTIMIZATION INC	00460021	19-00088	PDM SERVICES DVR NOV19	Electric Utility	5,126.00
12/19/2019	RELIABILITY OPTIMIZATION INC	00460024	19-00089	PDM SERVICES COGEN NOV19	Electric Utility	1,993.00

Total for Payment No.: 7,119.00

**Payment No: 014598**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	RWG (REPAIR & OVERHAULS) USA, INC.	00460626	011316	PART 6844240 SPEED SENSITIVE V	Electric Utility	4,622.16
				Total for Payment No.:		4,622.16

**Payment No: 014599**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	RYAN HARRISON	00460417	31777DEC2019	WATER DISTRIBUTION D2 REIMBURS	Water Utility	80.00
				Total for Payment No.:		80.00

**Payment No: 014600**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	SC FUELS	00460094	4141606	UNLEADED UTIL CORP YD TANK 54	Fleet Operation Fund	18,433.92
12/19/2019	SC FUELS	00460095	4146559	UNLEADED POLICE TANK 71	Fleet Operation Fund	15,965.88
12/19/2019	SC FUELS	00460096	4127949	UNLEADED STREET CYARD TANK 52	Fleet Operation Fund	23,289.00
12/19/2019	SC FUELS	00460097	4126467	UNLEADED PD TANK 71	Fleet Operation Fund	19,922.86
				Total for Payment No.:		77,611.66

**Payment No: 014601**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	SERRANO ELECTRIC INC	00459992	28979	SCCC LABOR	Convention Cnt Maintenance Dis	2,312.50
12/19/2019	SERRANO ELECTRIC INC	00459992	28979	SCCC MATERIAL	Convention Cnt Maintenance Dis	598.30
12/19/2019	SERRANO ELECTRIC INC	00459992	28979	LIFT	Convention Cnt Maintenance Dis	350.00
				Total for Payment No.:		3,260.80

**Payment No: 014602**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	SHUMS CODA ASSOC	00460641	4967	AMENDMENT NO. 3 ADD FUNDS PER	General Fund	971.82
12/19/2019	SHUMS CODA ASSOC	00460642	4966	AMENDMENT NO. 3 ADD FUNDS PER	General Fund	15,200.00
				Total for Payment No.:		16,171.82

**Payment No: 014603**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	SUMMIT UNIFORMS	00460114	63129	PDU PANTS SCOTT SAVAGE	General Fund	64.46
12/19/2019	SUMMIT UNIFORMS	00460115	62328	RAIN GEAR WLIGHTHOUSE	General Fund	131.10
				Total for Payment No.:		195.56

**Payment No: 014604**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	YSERCO INC	00459993	21135R	OLD COURTHOUS	Public Buildings	394.55
12/19/2019	YSERCO INC	00459994	21136R	TRITON	Public Buildings	394.56
				Total for Payment No.:		789.11

**Payment No: 014605**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	THERMAL MECHANICAL INC	00459997	77845	TRITON PM	Public Buildings	499.00
12/19/2019	THERMAL MECHANICAL INC	00460108	77693	PREVENTATIVE MAINTENANCE	General Fund	2,697.00
12/19/2019	THERMAL MECHANICAL INC	00460209	77844	DVR PM COMPLETED OCT19	Electric Utility	2,676.00
				Total for Payment No.:		5,872.00

**Payment No: 014606**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	TIFCO INDUSTRIES	00460606	71507873	PARTS -SHOP USE	Fleet Operation Fund	1,198.64
				Total for Payment No.:		1,198.64



**Payment No: 014607**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	TIMOTHY KELSO	00460202	I2019132	DVS ANALTICS ENCORE SWA RENEW	Electric Utility	3,924.00
12/19/2019	TIMOTHY KELSO	00460202	I2019132	UM8700 VML SWA RENEWAL 2020	Electric Utility	7,720.00
				Total for Payment No.:		11,644.00

**Payment No: 014608**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	TINA A. THOMAS	00460703	30156	LEGAL SERVICES	Special Liability Insurance	40,306.25
12/19/2019	TINA A. THOMAS	00460704	30091	LEGAL SERVICES	Special Liability Insurance	6,672.67
12/19/2019	TINA A. THOMAS	00460706	30023	LEGAL SERVICES	Special Liability Insurance	6,650.00
12/19/2019	TINA A. THOMAS	00460708	30152	LEGAL SERVICES	Special Liability Insurance	4,181.25
12/19/2019	TINA A. THOMAS	00460709	30021	LEGAL SERVICES	Special Liability Insurance	4,775.00
12/19/2019	TINA A. THOMAS	00460710	30159	LEGAL SERVICES	Special Liability Insurance	1,956.25
12/19/2019	TINA A. THOMAS	00460711	30094	LEGAL SERVICES	Special Liability Insurance	1,450.00
12/19/2019	TINA A. THOMAS	00460712	30026	LEGAL SERVICES	Special Liability Insurance	2,400.00
12/19/2019	TINA A. THOMAS	00460713	30157	LEGAL SERVICES	Special Liability Insurance	3,487.50
				Total for Payment No.:		71,878.92

**Payment No: 014609**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	TRANSPAC SYSTEMS, LLC	00460366	537	IT CONSULTING	Information Technology Service	2,450.00
				Total for Payment No.:		2,450.00

**Payment No: 014610**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	TRITON MUSEUM OF ART	00460629	2887DEC2019	FY 19/20 Grant Agreement with	General Fund	24,630.00
				Total for Payment No.:		24,630.00

**Payment No: 014611**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	UNIQUE MGMT SERVICES INC	00460345	569303	COLLECTIONS	General Fund	644.40
				Total for Payment No.:		644.40

**Payment No: 014612**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	UNITED REFRIGERATION INC	00459999	71252015-00	SUPPLIES	General Fund	72.21
				Total for Payment No.:		72.21

**Payment No: 014613**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	UNITED ROTARY BRUSH CORP	00459944	CI243821	STREET SWEEPER PARTS	Solid Waste Program	4,722.05
12/19/2019	UNITED ROTARY BRUSH CORP	00459945	CI243997	STREET SWEEPER PARTS	Solid Waste Program	4,722.05
				Total for Payment No.:		9,444.10

**Payment No: 014614**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	UNITY COURIER SERVICES, INC	00460139	451373	LINK + DELIVERY	General Fund	1,003.20
				Total for Payment No.:		1,003.20

**Payment No: 014615**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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12/19/2019	UNIVERSAL SITE SERVICES	00460000	190028367	SCCC BENT RAIL	Convention Cnt Maintenance Dis	150.00
12/19/2019	UNIVERSAL SITE SERVICES	00460691	190028610	FY 2019-20 SWEEPING SERVICES W	Convention Cnt Maintenance Dis	5,068.93
12/19/2019	UNIVERSAL SITE SERVICES	00460692	190028611	FY 2019-20 CUSTODIAL SERVICES	Convention Cnt Maintenance Dis	10,430.00
12/19/2019	UNIVERSAL SITE SERVICES	00460692	190028611	FY 2019-20 PRESSURE WASHING SE	Convention Cnt Maintenance Dis	4,766.67
				Total for Payment No.:		20,415.60

**Payment No: 014616**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	US DEPT OF ENERGY	00460305	NNPB000271119	POWER BILL NOV19	Electric Utility	296,343.92
12/19/2019	US DEPT OF ENERGY	00460305	NNPB000271119	WREGIS PASS-THRU CHGS NOV19	Electric Utility	345.81
12/19/2019	US DEPT OF ENERGY	00460305	NNPB000271119	CVP O&M FUNDING CREDIT	Electric Utility	-270,536.88
				Total for Payment No.:		26,152.85

**Payment No: 014617**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	VALENTINA GUZMAN RIDAD	00460682	24597DEC2019	TUITION REIMBURSEMENT	Electric Utility	2,000.00
				Total for Payment No.:		2,000.00

**Payment No: 014618**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	WECO INDUSTRIES LLC	00460724	0044653-IN	CABLE, FOR SEWER CUTTERS, 8 FT	Water Utility	1,939.11
				Total for Payment No.:		1,939.11

**Payment No: 014619**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	WESCO UTILITY DISTRIBUTION	00460620	513766	CONNECTOR, SUBMERSIBLE, 3 POSI	Electric Utility	183.51
				Total for Payment No.:		183.51

Payment No: 014620

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	WESTERN STATES OIL CO	00460105	434464	FUEL PD MOTORCYCLS TANK 91	Fleet Operation Fund	355.66
12/19/2019	WESTERN STATES OIL CO	00460608	434967	FUEL PD MOTORCYCL TANK 91	Fleet Operation Fund	363.03
				Total for Payment No.:		718.69
				Overall Total		13,980,655.75



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

Run Date 12/17/2019  
Run Time 11:35:36 AM

Sorted by Payment Number

**Payment No: 639096**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	ACCELA INC	00460431	INV-ACC49628	Accela Civic Platform FNL Lic	General Government - Other	184,164.00
12/19/2019	ACCELA INC	00460431	INV-ACC49628	Accela Citizen Access 1 YR Pop	General Government - Other	13,363.08
12/19/2019	ACCELA INC	00460431	INV-ACC49628	Accela Civic Platform 1 YR Ren	General Government - Other	73,665.60
				Total for Payment No.:		271,192.68

**Payment No: 639097**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	ALBERT A JOHNSON	00460757	33287DEC2019	BOOT REIMB FY2019-2020	General Fund	237.00
				Total for Payment No.:		237.00

**Payment No: 639098**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	CARL NGO	00460761	33391NOV2019	REIMB ELT RETREAT LUNCH	General Fund	331.20
				Total for Payment No.:		331.20

**Payment No: 639099**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	CHRIS GLADFELTER	00460784	32323NOV2019A	REIMB-IN SERVICE TRAINING	General Fund	547.42
				Total for Payment No.:		547.42

**Payment No: 639100**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	CLEARs INC	00460318	468DEC2019	Records Sups '20 Dues	General Fund	200.00
				Total for Payment No.:		200.00

**Payment No: 639101**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	DOUGLAS STOCKDALE	00460786	28967DEC2019	REIMB-ICC 2-5 RENEWALS	General Fund	125.00
				Total for Payment No.:		125.00

**Payment No: 639102**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	GREGORY N. GARCIA	00460644	1090DEC2019	4TH ANNUAL SF6 GAS MGMT SEMINA	Electric Utility	225.02
				Total for Payment No.:		225.02

**Payment No: 639103**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	JACLYN NATALIE SELBY	00460777	JS001	Utility Box Painting	General Fund	750.00
				Total for Payment No.:		750.00

**Payment No: 639104**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	JASON BEALS	00460661	22575NOV2019	CONFINED SPACE-IN SVCS TRAININ	General Fund	650.00
				Total for Payment No.:		650.00

**Payment No: 639105**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	JORDAN FACHKO	00460782	24595DEC2019	REIMB-WATER FOR SRT	General Fund	455.99
				Total for Payment No.:		455.99

**Payment No: 639106**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	RICHARD SANDAU	00460662	PRCK#80703	REPL STALE DATED PR CK#80703	Payroll Liability&ClearingAcct	23,473.10
				Total for Payment No.:		23,473.10

**Payment No: 639107**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	ROBYN SAHID	00460643	32383NOV2019	ICMA ANNUAL CONFERENCE 2019	General Fund	254.46
				Total for Payment No.:		254.46

**Payment No: 639108**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	SANTA CLARA CO DEPT OF ROADS	00460275	117465	072219 FIB ORD CTRL RING00255	Electric Utility Construction	2,178.86
				Total for Payment No.:		2,178.86

**Payment No: 639109**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	SANTA CLARA CO DISTRICT ATTORNEY	00459709	AF-1312-17054	AF1312-17054 Pham 139258	Deposit Funds.	3,062.50
12/19/2019	SANTA CLARA CO DISTRICT ATTORNEY	00459711	AF-1602-17005	AF160217005 FUENTES 1513029	Deposit Funds.	5,000.00
12/19/2019	SANTA CLARA CO DISTRICT ATTORNEY	00459713	AF-1602-24010	AF160224010 VASALLE 161482	Deposit Funds.	1,883.00
				Total for Payment No.:		9,945.50

**Payment No: 639110**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	SCHWEITZER ENGINEERING LABORATORIES, INC	00459826	SO-1152120	REGISTRATION K.PATEL PRO 401	Electric Utility	2,875.00
				Total for Payment No.:		2,875.00

**Payment No: 639111**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	VICTOR ALVES	00460763	30314DEC2019	BOOT REIMB	General Fund	237.00
				Total for Payment No.:		237.00

**Payment No: 639112**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	WILL MAGUIRE PIERCE	00460780	PRCK#85447	REPLACE OUTDATED PRCK#85447	Payroll Liability&ClearingAcct	109.26
				Total for Payment No.:		109.26

**Payment No: 639113**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	ASCAP	00460471	194DEC2019	License Fee	General Fund	2,553.00
12/19/2019	ASCAP	00460471	194DEC2019	License Fee	General Fund	2,651.00
12/19/2019	ASCAP	00460471	194DEC2019	License Fee	General Fund	294.00
12/19/2019	ASCAP	00460471	194DEC2019	License Fee	General Fund	294.00
12/19/2019	ASCAP	00460471	194DEC2019	License Fee	General Fund	1,195.00
				Total for Payment No.:		6,987.00

**Payment No: 639114**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	CA DEPT OF INDUSTRIAL RELATIONS	00460727	OSIP 66855	DWC, DOI WORK COMP FEES	Workers Compensation	148,068.23
				Total for Payment No.:		148,068.23

**Payment No: 639115**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	SANTA CLARA COUNTY	00460333	2430DEC2019		General Fund	400.00
				Total for Payment No.:		400.00



**Payment No: 639116**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	3M CO	00459850	9405823856	TRAFFIC SUPPLIES	General Fund	2,360.01
				Total for Payment No.:		2,360.01

**Payment No: 639117**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	A TOOL SHED	00458421	1383318-4	LARGE VIBRATORY	General Fund	847.00
				Total for Payment No.:		847.00

**Payment No: 639118**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	AAA FIRE PROTECTION SERVICES	00460500	5761807	SENIOR CENTER LABOR	General Fund	890.00
12/19/2019	AAA FIRE PROTECTION SERVICES	00460500	5761807	SENIOR CENTER MATERIAL	General Fund	65.40
12/19/2019	AAA FIRE PROTECTION SERVICES	00460636	5762292	CITY HALL COMMERCIAL HOOD CLEA	Public Buildings	890.00
12/19/2019	AAA FIRE PROTECTION SERVICES	00460636	5762292	TAXABLE	Public Buildings	65.40
12/19/2019	AAA FIRE PROTECTION SERVICES	00460637	5760204	TRITON MUSEUM COMMERCIAL HOOD	Public Buildings	890.00
12/19/2019	AAA FIRE PROTECTION SERVICES	00460637	5760204	TAXABLE	Public Buildings	26.16
12/19/2019	AAA FIRE PROTECTION SERVICES	00460638	5759659	CITY HALL COMMERCIAL HOOD CLEA	Public Buildings	395.00
12/19/2019	AAA FIRE PROTECTION SERVICES	00460638	5759659	TAXABLE	Public Buildings	117.72
				Total for Payment No.:		3,339.68

**Payment No: 639119**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	ABB ENTERPRISE SOFTWARE INC.	00460200	8600006326	NMARKET CA MTCE JAN20-MAR20 Q2	Electric Utility	21,301.51
				Total for Payment No.:		21,301.51

**Payment No: 639120**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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12/19/2019	ACCEL AIR SYSTEMS, INC.	00460256	5345	DAMPER/THERMOSTAT FAILED 881	Electric Utility	2,010.00
Total for Payment No.:						2,010.00

**Payment No: 639121**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	ACE PARKING MANAGEMENT INC	00460778	158996	FY 2019-20 3077-PARKING CONTRO	Convention Cnt Maintenance Dis	1,571.25
12/19/2019	ACE PARKING MANAGEMENT INC	00460778	158996	FY 2019-20 3078-PARKING CONTRO	Convention Cnt Maintenance Dis	212.38
12/19/2019	ACE PARKING MANAGEMENT INC	00460778	158996	FY 2019-20 3079-PARKING CONTRO	Convention Cnt Maintenance Dis	212.37
12/19/2019	ACE PARKING MANAGEMENT INC	00460779	158975	FY 2019-20 3077-PARKING CONTRO	Convention Cnt Maintenance Dis	14,178.26
12/19/2019	ACE PARKING MANAGEMENT INC	00460779	158975	FY 2019-20 3078-PARKING CONTRO	Convention Cnt Maintenance Dis	1,916.37
12/19/2019	ACE PARKING MANAGEMENT INC	00460779	158975	FY 2019-20 3079-PARKING CONTRO	Convention Cnt Maintenance Dis	1,916.37
Total for Payment No.:						20,007.00

**Payment No: 639122**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	AG TRANSMISSION REPAIR	00460571	10934	LABOR V1990 WO 125948	Fleet Operation Fund	1,100.00
12/19/2019	AG TRANSMISSION REPAIR	00460571	10934	PARTS V1990 WO 125948	Fleet Operation Fund	983.83
12/19/2019	AG TRANSMISSION REPAIR	00460571	10934	HAZARDOUS WASTE V1990 WO125948	Fleet Operation Fund	21.65
12/19/2019	AG TRANSMISSION REPAIR	00460571	10934	MATERIAL TAXBL V1990 WO125948	Fleet Operation Fund	560.24
Total for Payment No.:						2,665.72

**Payment No: 639123**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	AIR COOLED ENGINES	00460058	82766	PARTS - V2571	Fleet Operation Fund	189.83
Total for Payment No.:						189.83

**Payment No: 639124**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	AIRGAS NO CALIF & NV	00460346	9095536152	MEDICAL OXYGEN - ST 5	General Fund	125.02
12/19/2019	AIRGAS NO CALIF & NV	00460347	9095536153	MEDICAL OXYGEN - ST 1	General Fund	103.65
				Total for Payment No.:		228.67

**Payment No: 639125**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	ALHAMBRA & SIERRA SPRINGS	00460572	4973747 112919	WATER SERVICE OFFICE USE	Fleet Operation Fund	38.52
				Total for Payment No.:		38.52

**Payment No: 639126**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	ALLIED UNIVERSAL SECURITY SVCS	00460688	9494222	FY 2019-20 SECURITY SERVICES F	Convention Cnt Maintenance Dis	12,357.71
				Total for Payment No.:		12,357.71

**Payment No: 639127**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	ALSCO SAN JOSE	00460035	LSJO1177577	LINEN SERVICE - ST. 7	General Fund	303.03
12/19/2019	ALSCO SAN JOSE	00460038	LSJO1185808	LINEN SERVICE - ST. 7	General Fund	175.01
12/19/2019	ALSCO SAN JOSE	00460039	LSJO1182791	LINEN SERVICE - ST. 10	General Fund	175.43
12/19/2019	ALSCO SAN JOSE	00460040	LSJO1186878	LINEN SERVICE - ST. 10	General Fund	133.54
				Total for Payment No.:		787.01

**Payment No: 639128**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	AMERESCO	00460196	36787	ENERGY (LANDFILL GAS) NOV19	Electric Utility	22,206.49
				Total for Payment No.:		22,206.49

**Payment No: 639129**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	AMERICAN TEXTILE & SUPPLY INC	00460283	101947	CONTAINMENT TANKS	Electric Utility	15,109.00
12/19/2019	AMERICAN TEXTILE & SUPPLY INC	00460621	102362	RAGS, BLUE CREPED SONTARA, APP	Electric Utility	340.08
12/19/2019	AMERICAN TEXTILE & SUPPLY INC	00460623	102560	RAGS, TERI-CLOTH, STRAIGHT CUT	Electric Utility	1,383.21
12/19/2019	AMERICAN TEXTILE & SUPPLY INC	00460623	102560	RAGS, BLUE CREPED SONTARA, APP	Electric Utility	566.80
12/19/2019	AMERICAN TEXTILE & SUPPLY INC	00460623	102560	GLOVE, WORKMAN TYPE LARGE TRUF	Electric Utility	346.62
12/19/2019	AMERICAN TEXTILE & SUPPLY INC	00460623	102560	GLOVE, WORKMAN TYPE. XL TRUEFI	Electric Utility	346.62
12/19/2019	AMERICAN TEXTILE & SUPPLY INC	00460623	102560	GLOVE, WORKMAN TYPE.2XL TRUEFI	Electric Utility	346.62
				Total for Payment No.:		18,438.95

**Payment No: 639130**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	ANTAIRA TECHNOLOGIES LLC	00460789	36684	155Mbps SFP TRANSCEIVER WBM-B,	Electric Utility Construction	120.99
				Total for Payment No.:		120.99

**Payment No: 639131**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	ARAMARK UNIFORM SERVICES	00460019	760557194	CLEANING SVC/SHOP TOWELS DVR	Electric Utility	400.90
				Total for Payment No.:		400.90

**Payment No: 639132**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	ARCADIA GRAPHIX	00460466	2407	Dasher Baords ice rink	General Fund	2,253.03
12/19/2019	ARCADIA GRAPHIX	00460468	2402	tree lighting flyers	General Fund	147.15
				Total for Payment No.:		2,400.18

**Payment No: 639133**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	ARNE SIGNS	00460060	19-11839	PARTS - V3513	Vehicle Replacement Fund	737.44
12/19/2019	ARNE SIGNS	00460573	19-11925	SIGNS -STOCK	Fleet Operation Fund	864.28
				Total for Payment No.:		1,601.72

**Payment No: 639134**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	ARTICULATE SOLUTIONS	00460110	53993	POLICE BANNER	General Fund	45.86
12/19/2019	ARTICULATE SOLUTIONS	00460110	53993	NON TAXABLE	General Fund	135.00
				Total for Payment No.:		180.86

**Payment No: 639135**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	ASCAP	00460460	100005271491	Music Lisencing	General Fund	24.46
12/19/2019	ASCAP	00460460	100005271491	Music Lisencing	General Fund	146.52
12/19/2019	ASCAP	00460460	100005271491	Music Lisencing	General Fund	146.52
12/19/2019	ASCAP	00460461	100005271492	music lisencing	General Fund	570.50
				Total for Payment No.:		888.00

**Payment No: 639136**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	AT&T CALNET	00459817	000013978770	STO WAN CKTS 11/1/19-11/30/19	Electric Utility	1,159.36
				Total for Payment No.:		1,159.36

**Payment No: 639137**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	AVANGRID RENEWABLES LLC	00460342	99159-SNCL	CAPACITY PURCHASE NOV19	Electric Utility	16,500.00
				Total for Payment No.:		16,500.00

**Payment No: 639138**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	BABYLON PRINTING	00460392	91502	DECEMBER SC NEWSLETTER	General Fund	1,081.25
				Total for Payment No.:		1,081.25

**Payment No: 639139**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	BATEMAN SENIOR MEALS	00460700	INV4650001314	BATEMAN MEALS FY 19-20	Park and Rec Opr GrantTst Fund	1,129.92
12/19/2019	BATEMAN SENIOR MEALS	00460747	INV4650001389	BATEMAN MEALS FY 19-20	Park and Rec Opr GrantTst Fund	1,341.12
				Total for Payment No.:		2,471.04

**Payment No: 639140**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	BELFOR PROPERTY RESTORATION	00460790	1328213	TEMPORARY SHORING, LABOR, MATE	General Fund	4,800.00
				Total for Payment No.:		4,800.00

**Payment No: 639141**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	BENCHMARK	00460475	E18-2108C	ASBESTOS&LEAD CLEARANCE-PORITZ	H.U.D Capital Projects	488.25
12/19/2019	BENCHMARK	00460478	E18-1944B	ASBESTS&LEAD CLEARANCE-HIDROGO	H.U.D Capital Projects	488.25
12/19/2019	BENCHMARK	00460479	E18-521A	REPORT & ASSESSMNT-MURPHY	H.U.D Capital Projects	386.50
				Total for Payment No.:		1,363.00

**Payment No: 639142**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	BENTLY NEVADA INC	00460625	1010524897	PN# 330850-90-05 PROXIMITOR 25	Electric Utility	727.14

12/19/2019	BENTLY NEVADA INC	00460625	1010524897	PN# 330130-040-03-00 - 3300 5M	Electric Utility	236.18
12/19/2019	BENTLY NEVADA INC	00460625	1010524897	PN# 31000-29-10-0-172-03-02 -	Electric Utility	1,281.52
12/19/2019	BENTLY NEVADA INC	00460625	1010524897	PN# 330130-040-03-00 3300 5MM	Electric Utility	472.37
12/19/2019	BENTLY NEVADA INC	00460625	1010524897	PN# 330104-0-4-50-11-00 PROBE	Electric Utility	516.11
12/19/2019	BENTLY NEVADA INC	00460625	1010524897	PN# 330104-5-10-50-11-00 - PRO	Electric Utility	516.11
12/19/2019	BENTLY NEVADA INC	00460625	1010524897	PN# 330854-040-25-05 3300 XL 2	Electric Utility	670.28
12/19/2019	BENTLY NEVADA INC	00460625	1010524897	PN# 330104-0-4-50-11-00 PROBE	Electric Utility	1,032.21
12/19/2019	BENTLY NEVADA INC	00460625	1010524897	PN# 330130-080-03-00 - 3300 5M	Electric Utility	607.95
12/19/2019	BENTLY NEVADA INC	00460625	1010524897	PN# 330104-0-4-50-11-00 - PROB	Electric Utility	1,032.21
12/19/2019	BENTLY NEVADA INC	00460625	1010524897	PN# 330130-040-03-00 - 3300 5M	Electric Utility	472.37
12/19/2019	BENTLY NEVADA INC	00460625	1010524897	PN# 330104-0-4-50-11-00 - PROB	Electric Utility	1,032.21
12/19/2019	BENTLY NEVADA INC	00460625	1010524897	PN# 330130-040-03-00 3300 5MM	Electric Utility	236.18
12/19/2019	BENTLY NEVADA INC	00460625	1010524897	PN# 330104-5-10-50-11-00 PROBE	Electric Utility	516.11
12/19/2019	BENTLY NEVADA INC	00460625	1010524897	PN# 330130-040-03-00 3300 5MM	Electric Utility	236.18
12/19/2019	BENTLY NEVADA INC	00460625	1010524897	PN# 330851-08-0-24-50-01-05 PR	Electric Utility	1,805.27
12/19/2019	BENTLY NEVADA INC	00460625	1010524897	PN# 330130-040-03-00 3300 5MM	Electric Utility	472.37
12/19/2019	BENTLY NEVADA INC	00460625	1010524897	PN# 330180-90-00 PROXIMITOR 33	Electric Utility	745.73
Total for Payment No.:						12,608.50

**Payment No: 639143**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	BILL EAGLETON	00460734	33380DEC2019	REFUND BLD2019-56201,02,03	General Fund	1,070.64
Total for Payment No.:						1,070.64

**Payment No: 639144**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	BMI IMAGING SYSTEMS	00460609	312430	Digitizing and indexing docume	General Government - Other	6,705.68
				Total for Payment No.:		6,705.68

**Payment No: 639145**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	BRIGHTVIEW LANDSCAPE SERVICES, INC.	00460690	6604435	FY 2019-20 LANDSCAPING SERVICE	Convention Cnt Maintenance Dis	14,989.00
				Total for Payment No.:		14,989.00

**Payment No: 639146**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	CA DEPT OF INDUSTRIAL RELATIONS	00460809	E1695154SJ COR	2525 TASMAN	General Fund	350.00
12/19/2019	CA DEPT OF INDUSTRIAL RELATIONS	00460810	E1695179SJ COR	2525 TASMAN	General Fund	350.00
12/19/2019	CA DEPT OF INDUSTRIAL RELATIONS	00460811	E1696737SJ COR	2525 TASMAN	General Fund	350.00
12/19/2019	CA DEPT OF INDUSTRIAL RELATIONS	00460812	E1696718SJ COR	2525 TASMAN	General Fund	350.00
12/19/2019	CA DEPT OF INDUSTRIAL RELATIONS	00460813	E1696773SJ COR	2525 TASMAN	General Fund	350.00
				Total for Payment No.:		1,750.00

**Payment No: 639147**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	CA HIGHWAY PATROL	00460336	0000001239951	NFL Trfc Ctrl 09222019	General Fund	73,413.15
12/19/2019	CA HIGHWAY PATROL	00460337	0000001239946	NFL Trfc Ctrl 08102019	General Fund	50,783.49
12/19/2019	CA HIGHWAY PATROL	00460338	0000001239945	Non- NFL Trfg Ctrl 07202019	General Fund	27,981.84
12/19/2019	CA HIGHWAY PATROL	00460339	0000001239952	NFL Trfc Ctrl 10072019	General Fund	62,743.67
12/19/2019	CA HIGHWAY PATROL	00460340	0000001239949	NFL Trfc Ctrl 08292019	General Fund	64,707.13
12/19/2019	CA HIGHWAY PATROL	00460341	0000001239948	Non- NFL Trfc Ctrl 08182019	General Fund	53,383.95
				Total for Payment No.:		333,013.23



**Payment No: 639148**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	CELLEBRITE USA CORP	00460775	INVUS211744	A-SOW-11-003	General Fund	3,700.00
				Total for Payment No.:		3,700.00

**Payment No: 639149**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	CIVITAS ADVISORS	00460634	55962	IMPLEMENTATION OF SANTA CLARA	Deposit Funds.	6,391.83
12/19/2019	CIVITAS ADVISORS	00460796	55807	IMPLEMENTATION OF SANTA CLARA	Deposit Funds.	6,240.00
				Total for Payment No.:		12,631.83

**Payment No: 639150**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	CLEARBLU ENVIROMENTAL	00460574	22092	10% DISCOUNT PARTS WASH RACK	Fleet Operation Fund	-25.20
12/19/2019	CLEARBLU ENVIROMENTAL	00460574	22092	FUEL SURCHARGE SHOP WASH RACK	Fleet Operation Fund	11.22
12/19/2019	CLEARBLU ENVIROMENTAL	00460574	22092	PREVNTV MAINTENANCE WASH RACK	Fleet Operation Fund	645.48
12/19/2019	CLEARBLU ENVIROMENTAL	00460574	22092	LABOR SHOP WASH RACK	Fleet Operation Fund	69.16
12/19/2019	CLEARBLU ENVIROMENTAL	00460574	22092	PARTS SHOP WASH RACK	Fleet Operation Fund	275.79
12/19/2019	CLEARBLU ENVIROMENTAL	00460574	22092	SUPPLIES SHOP WASH RACK	Fleet Operation Fund	98.66
				Total for Payment No.:		1,075.11

**Payment No: 639151**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	CODE PUBLISHING CO	00460725	65456	CODE SUPPLEMENT - Replaces PO	General Fund	19.94
12/19/2019	CODE PUBLISHING CO	00460725	65456	CODE SUPPLEMENT - Replaces PO	General Fund	726.56
				Total for Payment No.:		746.50

**Payment No: 639152**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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12/19/2019	CONCENTRA MEDICAL CENTERS	00460550	66108868	REG AN PRE EMPLOY PHYSICALS	General Fund	300.00
12/19/2019	CONCENTRA MEDICAL CENTERS	00460550	66108868	ELECTRIC FIELD SERVICES	Electric Utility	20.00
12/19/2019	CONCENTRA MEDICAL CENTERS	00460553	66261955	REG AN PRE EMPLOY PHYSICALS	General Fund	355.00
12/19/2019	CONCENTRA MEDICAL CENTERS	00460553	66261955	FLEET MANAGEMENT	Fleet Operation Fund	130.00
12/19/2019	CONCENTRA MEDICAL CENTERS	00460553	66261955	ELECTRIC FIELD SERVICES	Electric Utility	85.00
12/19/2019	CONCENTRA MEDICAL CENTERS	00460555	66324112	REG AN PRE EMPLOY PHYSICAL	General Fund	85.00
				Total for Payment No.:		975.00

**Payment No: 639153**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	CONTEMPORARY SERVICES CORPORATION	00460737	112958147.01	FY 2018/19 TREE LIGHTING	General Fund	734.50
				Total for Payment No.:		734.50

**Payment No: 639154**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	CORODATA RECORDS MANAGEMENT, INC	00460658	RS3128269	OFFSITE RECORDS MGMT STORAGE	General Fund	539.50
				Total for Payment No.:		539.50

**Payment No: 639155**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	COUNTY OF SANTA CLARA	00460646	1800070420	ISD SVCS TN3270 (2652) NOV 19	General Fund	81.30
				Total for Payment No.:		81.30

**Payment No: 639156**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	CRAIG REEM	00460570	33394DEC2019	REIBURSE CAND. COMM & OUTREACH	General Fund	261.96
				Total for Payment No.:		261.96

**Payment No: 639157**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	CRANE & EQUIPMENT REGULATORY	00460065	19-089	ANNUAL INSPCTN 3016, 1903,3357	Fleet Operation Fund	975.00
				Total for Payment No.:		975.00

**Payment No: 639158**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	CRESCO EQUIPMENT RENTALS	00460207	5056497-0001	PROP TAX RECOVERY FEE	Electric Utility	134.69
12/19/2019	CRESCO EQUIPMENT RENTALS	00460207	5056497-0001	EPA CHARGE/WASTE FEES	Electric Utility	7.00
12/19/2019	CRESCO EQUIPMENT RENTALS	00460207	5056497-0001	135'4WD 4WS DIESEL ARTICULATIN	Electric Utility	19,584.12
12/19/2019	CRESCO EQUIPMENT RENTALS	00460207	5056497-0001	DELIVERY FEE	Electric Utility	110.00
12/19/2019	CRESCO EQUIPMENT RENTALS	00460207	5056497-0001	EQUIPMENT PROTECTION PLAN	Electric Utility	2,514.12
12/19/2019	CRESCO EQUIPMENT RENTALS	00460299	5056497-0002	PICK UP FEE	Electric Utility	119.90
12/19/2019	CRESCO EQUIPMENT RENTALS	00460300	5020981-0003	PROP TAX RECOVERY FEE	Electric Utility	3.94
12/19/2019	CRESCO EQUIPMENT RENTALS	00460300	5020981-0003	EPA CHARGE/WASTE FEES	Electric Utility	7.00
12/19/2019	CRESCO EQUIPMENT RENTALS	00460300	5020981-0003	WAREHOUSE FORKLIFT	Electric Utility	576.12
12/19/2019	CRESCO EQUIPMENT RENTALS	00460300	5020981-0003	EQUIPMENT PROTECTION PLAN	Electric Utility	80.66
12/19/2019	CRESCO EQUIPMENT RENTALS	00460300	5020981-0003	DELIVERY FEE	Electric Utility	105.00
12/19/2019	CRESCO EQUIPMENT RENTALS	00460301	5046187-0002	WAREHOUSE FORKLIFT	Electric Utility	824.65
12/19/2019	CRESCO EQUIPMENT RENTALS	00460301	5046187-0002	PROP TAX RECOVERY FEE	Electric Utility	5.59
12/19/2019	CRESCO EQUIPMENT RENTALS	00460301	5046187-0002	EPA CHARGE/WASTE FEES	Electric Utility	7.00
12/19/2019	CRESCO EQUIPMENT RENTALS	00460301	5046187-0002	PICK UP FEE	Electric Utility	140.00
12/19/2019	CRESCO EQUIPMENT RENTALS	00460301	5046187-0002	EQUIPMENT PROTECTION PLAN	Electric Utility	104.30
12/19/2019	CRESCO EQUIPMENT RENTALS	00460310	5059307-0001	EPA CHARGE/WASTE FEES	Electric Utility	7.00
12/19/2019	CRESCO EQUIPMENT RENTALS	00460310	5059307-0001	DELIVERY FEE	Electric Utility	109.00
12/19/2019	CRESCO EQUIPMENT RENTALS	00460310	5059307-0001	WAREHOUSE FORKLIFT	Electric Utility	1,471.50
12/19/2019	CRESCO EQUIPMENT RENTALS	00460310	5059307-0001	PROP TAX RECOVERY FEE	Electric Utility	10.13
12/19/2019	CRESCO EQUIPMENT RENTALS	00460310	5059307-0001	EQUIPMENT PROTECTION PLAN	Electric Utility	189.00
12/19/2019	CRESCO EQUIPMENT RENTALS	00460311	5072309-0001	PROPANE	Electric Utility	99.03

Total for Payment No.: 26,209.75

**Payment No: 639159**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	CRIME SCENE CLEANERS INC	00460323	72774		General Fund	70.00
Total for Payment No.:						70.00

**Payment No: 639160**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	D&M TRAFFIC SERVICES	00459851	68892	CONES- P&B	General Fund	1,520.55
12/19/2019	D&M TRAFFIC SERVICES	00459851	68892	NON TAXABLE	General Fund	95.00
12/19/2019	D&M TRAFFIC SERVICES	00460619	68025	PAINT, MARKING, RED AERVOE#201	Electric Utility	341.72
12/19/2019	D&M TRAFFIC SERVICES	00460619	68025	PAINT, MARKING, FLOURESCENT OR	Electric Utility	284.76
12/19/2019	D&M TRAFFIC SERVICES	00460715	66403	PAINT, MARKING, BLUE. AERVOE #	Water Utility	175.56
12/19/2019	D&M TRAFFIC SERVICES	00460715	66403	PAINT, MARKING, GREEN. AERVOE	Water Utility	104.50
12/19/2019	D&M TRAFFIC SERVICES	00460715	66403	PAINT, BLACK MARKING WATER SYS	Water Utility	175.56
12/19/2019	D&M TRAFFIC SERVICES	00460716	64068	PAINT, MARKING, RED AERVOE#201	Electric Utility	227.81
12/19/2019	D&M TRAFFIC SERVICES	00460716	64068	PAINT, MARKING, FLOURESCENT OR	Electric Utility	284.76
12/19/2019	D&M TRAFFIC SERVICES	00460719	68983	TRAFFIC CONES	General Fund	1,629.55
12/19/2019	D&M TRAFFIC SERVICES	00460719	68983	STENCIL - NON TAX	General Fund	50.00
Total for Payment No.:						4,889.77

**Payment No: 639161**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	DAVEY TREE SURGERY	00460169	914186569	DRG CONSULTING HRS SEP19	Electric Utility	4,514.28
Total for Payment No.:						4,514.28

**Payment No: 639162**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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12/19/2019	DAVID'S RALLY WHEELS, INC.	00460067	60895	LABOR - FLEET	Fleet Operation Fund	567.50
				Total for Payment No.:		567.50

**Payment No: 639163**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	DELL MARKETING LP	00459788	10353740671	PARKS & REC	General Fund	158.00
12/19/2019	DELL MARKETING LP	00459788	10353740671	FIRE	General Fund	158.00
12/19/2019	DELL MARKETING LP	00459788	10353740671	POLICE	General Fund	158.00
12/19/2019	DELL MARKETING LP	00459788	10353740671	NON-TAXABLE	General Fund	10.05
12/19/2019	DELL MARKETING LP	00459788	10353740671	NON-TAXABLE	General Fund	10.05
12/19/2019	DELL MARKETING LP	00459788	10353740671	NON-TAXABLE	General Fund	10.05
12/19/2019	DELL MARKETING LP	00459788	10353740671	NON-TAXABLE	General Fund	10.05
12/19/2019	DELL MARKETING LP	00459788	10353740671	NON-TAXABLE	General Fund	30.15
12/19/2019	DELL MARKETING LP	00459788	10353740671	NON-TAXABLE	General Fund	10.05
12/19/2019	DELL MARKETING LP	00459788	10353740671	NON-TAXABLE	General Fund	10.05
12/19/2019	DELL MARKETING LP	00459788	10353740671	NON-TAXABLE	General Fund	10.05
12/19/2019	DELL MARKETING LP	00459788	10353740671	NON-TAXABLE	General Fund	30.15
12/19/2019	DELL MARKETING LP	00459788	10353740671	NON-TAXABLE	General Fund	10.05
12/19/2019	DELL MARKETING LP	00459788	10353740671	NON-TAXABLE	General Fund	20.10
12/19/2019	DELL MARKETING LP	00459788	10353740671	POLICE	General Fund	473.96
12/19/2019	DELL MARKETING LP	00459788	10353740671	DPW	General Fund	158.00
12/19/2019	DELL MARKETING LP	00459788	10353740671	STREETS	General Fund	158.00
12/19/2019	DELL MARKETING LP	00459788	10353740671	STREETS	General Fund	158.00
12/19/2019	DELL MARKETING LP	00459788	10353740671	STREETS	General Fund	158.00
12/19/2019	DELL MARKETING LP	00459788	10353740671	HR	General Fund	473.98
12/19/2019	DELL MARKETING LP	00459788	10353740671	STREETS	General Fund	315.99
12/19/2019	DELL MARKETING LP	00459788	10353740671	POLICE	General Fund	158.00
12/19/2019	DELL MARKETING LP	00459788	10353740671	DPW	General Fund	158.00

12/19/2019	DELL MARKETING LP	00459788	10353740671	WATER	Water Utility	79.00
12/19/2019	DELL MARKETING LP	00459788	10353740671	NON-TAXABLE	Water Utility	5.02
12/19/2019	DELL MARKETING LP	00459788	10353740671	WATER	Sewer Utility	78.99
12/19/2019	DELL MARKETING LP	00459788	10353740671	NON-TAXABLE	Sewer Utility	5.03
12/19/2019	DELL MARKETING LP	00459788	10353740671	NON-TAXABLE	S.C.Stadium Authority Ops	20.10
12/19/2019	DELL MARKETING LP	00459788	10353740671	FINANCE	S.C.Stadium Authority Ops	315.99
Total for Payment No.:						3,360.91

**Payment No: 639164**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	DELL MARKETING LP	00460698	10357936360	OPTIPLEX 7070 MT MLK TAXABLE P	Electric Utility Construction	4,395.57
12/19/2019	DELL MARKETING LP	00460698	10357936360	OPTIPLEX 7070 MT MLK NON TAXAB	Electric Utility Construction	1,132.17
12/19/2019	DELL MARKETING LP	00460698	10357936360	DELL ULTRASHARP 24 USB-C MONIT	Electric Utility Construction	277.94
12/19/2019	DELL MARKETING LP	00460698	10357936360	ENVIRONMENTAL FEE	Electric Utility Construction	6.00
12/19/2019	DELL MARKETING LP	00460721	10353936555	PRECISION 7920 TOWER TAXABLE P	Electric Utility Construction	23,704.53
12/19/2019	DELL MARKETING LP	00460721	10353936555	PRECISION 7920 TOWER NON TAXAB	Electric Utility Construction	2,404.76
12/19/2019	DELL MARKETING LP	00460721	10353936555	DELL ADAPTER - MINI DISPLAYPOR	Electric Utility Construction	193.91
Total for Payment No.:						32,114.88

**Payment No: 639165**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	DELTAWRX LLC	00460111	970	PHASE II SYSTEM PROCUREMENT	General Fund	15,444.00
Total for Payment No.:						15,444.00

**Payment No: 639166**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	DYSERT ENVIRONMENTAL INC	00460412	14905	LAB ANALYSIS 9/19/19	Electric Utility	300.00
12/19/2019	DYSERT ENVIRONMENTAL INC	00460412	14905	SMR 24HR COMP SAMPLE 9/19/19	Electric Utility	300.00
12/19/2019	DYSERT ENVIRONMENTAL INC	00460412	14905	AUTOSAMPLER ONSITE 9/19/19	Electric Utility	200.00
				Total for Payment No.:		800.00

**Payment No: 639167**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	ED JONES CO INC	00459911	44465	DISPATCHER AND CHAPLAIN BADGES	General Fund	560.00
12/19/2019	ED JONES CO INC	00459913	44473	SENIOR DISPATCHER BADGES	General Fund	325.65
				Total for Payment No.:		885.65

**Payment No: 639168**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	EDELMAN CORP	00460577	5476	SERVICE FEE CYARD MAIN ENTRY	Public Buildings	367.50
				Total for Payment No.:		367.50

**Payment No: 639169**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	EL RADIATOR DOCTOR	00460578	1813	PARTS V2057 WO 125881	Fleet Operation Fund	2,124.91
				Total for Payment No.:		2,124.91

**Payment No: 639170**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	ENNIS-FLINT INC	00460579	241898	SUPPLIES	General Fund	8,531.76
				Total for Payment No.:		8,531.76

**Payment No: 639171**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	ENTENMANN ROVIN CO	00460043	0148078-IN	BADGE TOOLING - 5 BUGELS	General Fund	120.00
				Total for Payment No.:		120.00

**Payment No: 639172**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	EQUINIX INC	00459815	100210194705	SANTA CLARA IBX - SV2 (FIBER)	Electric Utility	13,865.34
				Total for Payment No.:		13,865.34

**Payment No: 639173**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	EUGENE BURGER MANAGEMENT CORPORATION	00460728	11/2019 MGMT FEES	MGMT FEE NOVEMBER	General Fund	1,179.38
				Total for Payment No.:		1,179.38

**Payment No: 639174**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	EUROFINS EATON ANALYTICAL INC	00460343	L0485215	WATER SAMPLE TESTING	Water Utility	800.00
				Total for Payment No.:		800.00

**Payment No: 639175**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	FAST UNDERCAR SANTA CLARA	00460068	957136	PARTS V3026	Fleet Operation Fund	126.75
				Total for Payment No.:		126.75

**Payment No: 639176**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	FAST UNDERCAR SANTA CLARA	00460581	958761	PARTS-STOCK	Fleet Operation Fund	722.43
12/19/2019	FAST UNDERCAR SANTA CLARA	00460581	958761	CA BATTERY FEE - STOCK	Fleet Operation Fund	7.00



12/19/2019	FAST UNDERCAR SANTA CLARA	00460582	958345	DELIVERY NO CHARGE V2950	Fleet Operation Fund	0.00
12/19/2019	FAST UNDERCAR SANTA CLARA	00460583	958344	CA BATTERY FEE	Fleet Operation Fund	6.00
12/19/2019	FAST UNDERCAR SANTA CLARA	00460583	958344	PARTS V2950	Fleet Operation Fund	1,568.42
12/19/2019	FAST UNDERCAR SANTA CLARA	00460584	958325	PARTS V3001	Fleet Operation Fund	31.44
				Total for Payment No.:		2,335.29

**Payment No: 639177**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	FLEETPRIDE, INC.	00460070	40376907	PARTS - STOCK	Fleet Operation Fund	340.15
				Total for Payment No.:		340.15

**Payment No: 639178**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	FLYERS ENERGY LLC	00460518	19-030591	MOBIL JET OIL II	Electric Utility	4,097.48
12/19/2019	FLYERS ENERGY LLC	00460518	19-030591	MOBIL DTE 205	Electric Utility	1,005.46
12/19/2019	FLYERS ENERGY LLC	00460518	19-030591	CALIFORNIA RECYCLING FEE (TAX)	Electric Utility	13.20
12/19/2019	FLYERS ENERGY LLC	00460518	19-030591	SC COUNTY TRANSIT TAX	Electric Utility	83.64
12/19/2019	FLYERS ENERGY LLC	00460518	19-030591	REGULATORY COMPLIANCE FEE(TAX)	Electric Utility	6.95
12/19/2019	FLYERS ENERGY LLC	00460518	19-030591	CA MOTOR OIL FEE	Electric Utility	2.75
				Total for Payment No.:		5,209.48

**Payment No: 639179**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	GEC DURHAM INDUSTRIES INC	00460615	GI 19401973	TRANSFORMER, EXTENDED RANGE CT	Electric Utility	10,167.36
				Total for Payment No.:		10,167.36

**Payment No: 639180**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	GLR FASTENERS INC	00460399	P079414	HEAVY HEX NUT PLAIN	Electric Utility	126.73

12/19/2019	GLR FASTENERS INC	00460399	P079414	B7 STUDS PLAIN	Electric Utility	241.99
12/19/2019	GLR FASTENERS INC	00460399	P079414	HEX BOLT GR8 ZP	Electric Utility	72.41
12/19/2019	GLR FASTENERS INC	00460399	P079414	LOCK WASHER GR8	Electric Utility	6.01
12/19/2019	GLR FASTENERS INC	00460399	P079414	HEX NUT GR8 & FLAT WASHER GR8	Electric Utility	9.94
				Total for Payment No.:		457.08

**Payment No: 639181**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	GRIFFIN AUTO PARTS	00460587	1-255934	PARTS - STOCK	Fleet Operation Fund	302.30
				Total for Payment No.:		302.30

**Payment No: 639182**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	GTT COMMUNICATIONS INC	00460201	INV2895708	INTERNET SVCS 881/1705 DEC19	Electric Utility	3,992.63
				Total for Payment No.:		3,992.63

**Payment No: 639183**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	HALREC INC	00460098	329656	PARTS-STOCK	Fleet Operation Fund	208.56
				Total for Payment No.:		208.56

**Payment No: 639184**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	HEALTHINVEST HRA	00460776	32307DEC2019	VENDOR REPLACING EXISTING VEBA	General Fund	2,500.00
				Total for Payment No.:		2,500.00

**Payment No: 639185**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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12/19/2019	HOME DEPOT USA	00460140	524642857	FACILITIES SUPPLIES	General Fund	339.92
12/19/2019	HOME DEPOT USA	00460141	524680121	FACILITIES SUPPLIES	General Fund	419.88
12/19/2019	HOME DEPOT USA	00460143	524911377	FACILITIES SUPPLIES	General Fund	1,933.02
12/19/2019	HOME DEPOT USA	00460293	524230471	JANITORIAL SUPPLIES	General Fund	518.93
12/19/2019	HOME DEPOT USA	00460294	524230489	JANITORIAL SUPPLIES	General Fund	412.23
				Total for Payment No.:		3,623.98

**Payment No: 639186**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	HOYA OPTICAL LABS OF AMERICA, INC.	00460670	02133537	PROGRES SAFETY GLASS-ROMERO	Water Utility	67.50
12/19/2019	HOYA OPTICAL LABS OF AMERICA, INC.	00460670	02133537	DISPENSING FEE	Water Utility	28.00
12/19/2019	HOYA OPTICAL LABS OF AMERICA, INC.	00460672	02109576	DISPENSING FEE	Water Utility	28.00
12/19/2019	HOYA OPTICAL LABS OF AMERICA, INC.	00460672	02109576	CLEAR SAFETY GLASS-H. CALIBOZO	Water Utility	102.00
12/19/2019	HOYA OPTICAL LABS OF AMERICA, INC.	00460673	02109575	TINT SAFETY GLASS-H. CALIBOZO	Water Utility	123.00
12/19/2019	HOYA OPTICAL LABS OF AMERICA, INC.	00460673	02109575	DISPENSING FEE	Water Utility	28.00
				Total for Payment No.:		376.50

**Payment No: 639187**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	HUBOI ARCHITECTURAL SVCS AIA	00460036	19814-01	SVP ENGINEERING CONF ROOM	Electric Utility	3,600.00
12/19/2019	HUBOI ARCHITECTURAL SVCS AIA	00460037	19814-02	SVP ENGINEER CONF ROOM	Electric Utility	5,480.00
12/19/2019	HUBOI ARCHITECTURAL SVCS AIA	00460516	19817-1	CAO REMODEL	Public Buildings	7,280.00
				Total for Payment No.:		16,360.00

**Payment No: 639188**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	HYDRA-STOP LLC	00460613	38772 COR	FINANCE CHARGE	Water Utility Construction	223.57
				Total for Payment No.:		223.57

**Payment No: 639189**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	ICE DATA PRICING & REFERENCE DATA, LLC	00460145	354089108449PRD	SUBSCRIPTION FEE NOV 2019	General Fund	165.13
				Total for Payment No.:		165.13

**Payment No: 639190**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	INDUSTRIAL SCIENTIFIC CORP	00460012	2273826	CYLINDER CALIBATION GAS	Electric Utility	452.24
				Total for Payment No.:		452.24

**Payment No: 639191**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	INSTANT STORAGE SERVICE	00460113	149305	CONTAINER MONTYLY RENTAL	General Fund	92.65
				Total for Payment No.:		92.65

**Payment No: 639192**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	IRON MOUNTAIN	00460364	202014328	DATA STORAGE	Information Technology Service	1,495.06
				Total for Payment No.:		1,495.06

**Payment No: 639193**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	JEFF LOPEZ	00460635	20117DEC2019	PERS ADVNCE DISABILITY DEC19	Workers Compensation	4,310.40
				Total for Payment No.:		4,310.40

**Payment No: 639194**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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12/19/2019	JOHNSTONE SUPPLY	00460524	25-S100604817.001	SVACA	Expendable Trust Funds	610.81
Total for Payment No.:						610.81
<b>Payment No: 639195</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
12/19/2019	JONES LANG LASALLE AMERICAS INC	00460739	US002HOT001905	Updated PO with new account st	Convention Center Enterprise F	12,500.00
12/19/2019	JONES LANG LASALLE AMERICAS INC	00460741	US002HOT001974	Updated PO with new account st	Convention Center Enterprise F	12,500.00
Total for Payment No.:						25,000.00
<b>Payment No: 639196</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
12/19/2019	KALLCENTS	00460308	E42516113019	Nov Q Card Monthly Service	General Fund	20.15
Total for Payment No.:						20.15
<b>Payment No: 639197</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
12/19/2019	KANO LABORATORIES	00460618	81780520	AEROKROIL SPRAY LUBRICANT	Electric Utility	906.56
Total for Payment No.:						906.56
<b>Payment No: 639198</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
12/19/2019	KINGSLEY D D CHEN	00460313	R219-EVC-027	EV CHGR REB; 74446-01	Elec OperatingGrant Trust Fund	749.00
Total for Payment No.:						749.00
<b>Payment No: 639199</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>

12/19/2019	KRAFT INDUSTRIAL SUPPLY	00459671	34714	16"-300# FLEXSEAL RW, 304/FG	Electric Utility	833.50
12/19/2019	KRAFT INDUSTRIAL SUPPLY	00460015	34737	TURBINE EXHAUST GASKET	Electric Utility	4,510.00
				Total for Payment No.:		5,343.50

**Payment No: 639200**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	LANGUAGE LINE SOLUTIONS	00460443	4697381	TRANSLATION SERVICE	Information Technology Service	904.72
				Total for Payment No.:		904.72

**Payment No: 639201**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	LC ACTION POLICE SUPPLY	00460112	404209	ARADEMY CTS ROUNDS	General Fund	706.29
				Total for Payment No.:		706.29

**Payment No: 639202**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	LEGAL PURSUIT INC	00460647	4017009	LEGAL COURIER	General Fund	150.00
12/19/2019	LEGAL PURSUIT INC	00460649	4045097	LEGAL COURIER	General Fund	99.50
12/19/2019	LEGAL PURSUIT INC	00460651	4060391	LEGAL COURIER	General Fund	89.50
				Total for Payment No.:		339.00

**Payment No: 639203**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	LEONARD TSAI	00460315	R220-EVC-019	EV CHGR REB 23125-02	Elec OperatingGrant Trust Fund	662.14
				Total for Payment No.:		662.14

**Payment No: 639204**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	LEXISNEXIS PO BOX 894166	00459816	3092361357	ONLINE SERVICE CHARGES NOV19	Electric Utility	560.00
				Total for Payment No.:		560.00

**Payment No: 639205**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	LIEBERT CASSIDY WHITMORE	00460758	1488417	LEGAL SERVICES	Special Liability Insurance	405.00
12/19/2019	LIEBERT CASSIDY WHITMORE	00460759	1486850	LEGAL SERVICES	Special Liability Insurance	265.15
12/19/2019	LIEBERT CASSIDY WHITMORE	00460760	1486852	LEGAL SERVICES	General Fund	9,639.00
12/19/2019	LIEBERT CASSIDY WHITMORE	00460762	1483679	LEGAL SERVICES	General Fund	10,076.00
12/19/2019	LIEBERT CASSIDY WHITMORE	00460764	1483675	LEGAL SERVICES	General Fund	37.00
12/19/2019	LIEBERT CASSIDY WHITMORE	00460766	1483673	LEGAL SERVICES	General Fund	1,861.00
				Total for Payment No.:		22,283.15

**Payment No: 639206**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	LN CURTIS & SONS	00460051	INV289479	CARABINERS- 10 EA	General Fund	677.46
12/19/2019	LN CURTIS & SONS	00460052	INV301966	CARABINER - 2 EA	General Fund	129.49
12/19/2019	LN CURTIS & SONS	00460055	INV291581	RESCUE LINE	General Fund	336.81
12/19/2019	LN CURTIS & SONS	00460056	INV297778	2.5X50' HOSE	General Fund	2,286.18
12/19/2019	LN CURTIS & SONS	00460056	INV297778	1.75X50' HOSE	General Fund	1,001.88
12/19/2019	LN CURTIS & SONS	00460057	INV335910	HEADLAMPS - 10 EA	General Fund	793.80
12/19/2019	LN CURTIS & SONS	00460057	INV335910	TEAM WENDY HELMETS	General Fund	3,406.71
12/19/2019	LN CURTIS & SONS	00460059	INV317348	STATION BOOTS - JYUNG	Fire Department	267.05
12/19/2019	LN CURTIS & SONS	00460063	INV304842	STATION BOOTS - BESLAGIC	Fire Department	245.00
12/19/2019	LN CURTIS & SONS	00460064	INV318233	BOOTS - STEEL TOE	Fire Department	162.41
12/19/2019	LN CURTIS & SONS	00460066	INV318275	STATION DUTY BOOTS	Fire Department	283.40
12/19/2019	LN CURTIS & SONS	00460069	INV318252	STATION DUTY BOOTS	Fire Department	566.80

12/19/2019	LN CURTIS & SONS	00460072	INV318249	STATION DUTY BOOTS	Fire Department	1,299.28
12/19/2019	LN CURTIS & SONS	00460074	INV318230	STATOIN DUTY BOOTS	Fire Department	162.41
12/19/2019	LN CURTIS & SONS	00460076	INV318217	STATION DUTY BOOTS	Fire Department	162.41
12/19/2019	LN CURTIS & SONS	00460080	INV333864	BOOTS	Fire Department	489.41
				Total for Payment No.:		12,270.50

**Payment No: 639207**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	LUHDORFF AND SCALMANINI CONSULTING	00460410	35163	NEW WELL FEASIBILITY STUDY JUL	Water Utility Construction	15,148.25
12/19/2019	LUHDORFF AND SCALMANINI CONSULTING	00460411	35278	NEW WELL FEASIBILITY STUDY AUG	Water Utility Construction	18,445.00
12/19/2019	LUHDORFF AND SCALMANINI CONSULTING	00460413	35357	NEW WELL FEASIBILITY STUDY SEP	Water Utility Construction	23,640.25
12/19/2019	LUHDORFF AND SCALMANINI CONSULTING	00460414	35431	NEW WELL FEASIBILITY STUDY OCT	Water Utility Construction	5,497.00
12/19/2019	LUHDORFF AND SCALMANINI CONSULTING	00460416	35487	NEW WELL FEASIBILITY STUDY NOV	Water Utility Construction	10,160.50
				Total for Payment No.:		72,891.00

**Payment No: 639208**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	MCPHARLIN SPRINKLES &	00460743	65213	LEGAL SERVICES	Special Liability Insurance	4,400.00
12/19/2019	MCPHARLIN SPRINKLES &	00460745	65033	LEGAL SERVICES	Special Liability Insurance	280.00
12/19/2019	MCPHARLIN SPRINKLES &	00460746	64718	LEGAL SERVICES	Special Liability Insurance	4,442.70
				Total for Payment No.:		9,122.70

**Payment No: 639209**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	MICROSOFT CORPORATION	00460697	USA-4072789	Microsoft Surface Laptop 3 13"	General Government - Other	17,222.76



12/19/2019	MICROSOFT CORPORATION	00460697	USA-4072789	Comm Complete for Bus 3YR Warr	General Government - Other	2,440.20
12/19/2019	MICROSOFT CORPORATION	00460697	USA-4072789	Environmental Fees	General Government - Other	50.00
				Total for Payment No.:		19,712.96

**Payment No: 639210**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	MNB CONSULTING	00460622	65	BOOTS, PVC KNEE STYLE, WITH ST	Electric Utility	82.51
12/19/2019	MNB CONSULTING	00460622	65	BOOTS, PVC KNEE STYLE, WITH ST	Electric Utility	82.52
12/19/2019	MNB CONSULTING	00460622	65	BOOTS, PVC KNEE STYLE, WITH ST	Electric Utility	82.51
12/19/2019	MNB CONSULTING	00460622	65	SHIPPING	Electric Utility	21.76
				Total for Payment No.:		269.30

**Payment No: 639211**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	MOTOROLA SOLUTIONS INC	00460118	8230152871	ASTRO SYS ESS+AR	Communications Acq.	5,418.23
12/19/2019	MOTOROLA SOLUTIONS INC	00460119	8230167375	ASTRO ADV AR_SM	Communications Acq.	27,091.15
				Total for Payment No.:		32,509.38

**Payment No: 639212**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	MUNICIPAL MAINTENANCE EQUIPMNT	00460075	0143962-IN	PARTS V3256	Fleet Operation Fund	287.71
				Total for Payment No.:		287.71

**Payment No: 639213**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	NAPA AUTO PARTS	00460084	5983-508405	PARTS - STOCK	Fleet Operation Fund	150.51
12/19/2019	NAPA AUTO PARTS	00460085	5983-507149	PARTS V3112	Fleet Operation Fund	14.82
12/19/2019	NAPA AUTO PARTS	00460086	5983-507802	PARTS V3015	Fleet Operation Fund	95.27

12/19/2019	NAPA AUTO PARTS	00460087	5983-507443	PARTS - RETURN	Fleet Operation Fund	5.62
12/19/2019	NAPA AUTO PARTS	00460088	5983-507651	PARTS V3388	Fleet Operation Fund	59.13
12/19/2019	NAPA AUTO PARTS	00460089	5983-508420	PARTS - V3026	Fleet Operation Fund	148.23
12/19/2019	NAPA AUTO PARTS	00460090	5983-508617	PARTS - V2739	Fleet Operation Fund	18.36
12/19/2019	NAPA AUTO PARTS	00460091	5983-508472	PARTS - SHOP USE	Fleet Operation Fund	502.49
				Total for Payment No.:		994.43

**Payment No: 639214**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	NATIONAL METER & AUTOMATION INC	00460616	S1121500.001	METER, WATER 1 1/2" ELIPTICAL	Water Utility	6,096.33
12/19/2019	NATIONAL METER & AUTOMATION INC	00460616	S1121500.001	METER 5/8"-3/4" RCDL MODEL 25	Water Utility	46,556.08
				Total for Payment No.:		52,652.41

**Payment No: 639215**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	NEW IMAGE LANDSCAPE COMPANY	00460149	408884	CLEANUP SERVICES- GIANERA SS	Electric Utility	780.00
12/19/2019	NEW IMAGE LANDSCAPE COMPANY	00460150	113172	LANDSCAPE MNTCE- CSC & VTA	General Fund	3,635.00
12/19/2019	NEW IMAGE LANDSCAPE COMPANY	00460150	113172	DVR POWER STATION	Electric Utility	600.00
12/19/2019	NEW IMAGE LANDSCAPE COMPANY	00460150	113172	LANDSCAPE MNTCE- SVP	Electric Utility	3,000.00
12/19/2019	NEW IMAGE LANDSCAPE COMPANY	00460151	408987	LANDSCAPE ENHANCEMENT	Electric Utility	7,225.00
12/19/2019	NEW IMAGE LANDSCAPE COMPANY	00460151	408987	LANDSCAPE ENHANCEMENT	Water Utility Construction	7,225.00
12/19/2019	NEW IMAGE LANDSCAPE COMPANY	00460152	113531	LANDSCAPE MNTCE- CSC & VTA	General Fund	3,635.00
12/19/2019	NEW IMAGE LANDSCAPE COMPANY	00460152	113531	LANDSCAPE MNTCE- SVP	Electric Utility	3,000.00
12/19/2019	NEW IMAGE LANDSCAPE COMPANY	00460152	113531	DVR POWER STATION	Electric Utility	600.00
12/19/2019	NEW IMAGE LANDSCAPE COMPANY	00460153	409538	WEED ABATEMENT-BROKAW RD	Electric Utility	2,500.00
12/19/2019	NEW IMAGE LANDSCAPE COMPANY	00460155	114143	LANDSCAPE MNTCE- CSC & VTA	General Fund	3,635.00
12/19/2019	NEW IMAGE LANDSCAPE COMPANY	00460155	114143	LANDSCAPE MNTCE- SVP	Electric Utility	3,000.00
12/19/2019	NEW IMAGE LANDSCAPE COMPANY	00460155	114143	DVR POWER STATION	Electric Utility	600.00
12/19/2019	NEW IMAGE LANDSCAPE COMPANY	00460156	409622	LANDSCAPE MNTCE- RAYMOND ST	Electric Utility	3,250.00

12/19/2019	NEW IMAGE LANDSCAPE COMPANY	00460157	114512	LANDSCAPE MNTCE- CSC & VTA	General Fund	3,635.00
12/19/2019	NEW IMAGE LANDSCAPE COMPANY	00460157	114512	LANDSCAPE MNTCE- SVP	Electric Utility	3,000.00
12/19/2019	NEW IMAGE LANDSCAPE COMPANY	00460157	114512	DVVR POWER STATION	Electric Utility	600.00
				Total for Payment No.:		49,920.00

**Payment No: 639216**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	NITIN BAHADUR	00460329	R219-EVC-026	EV CHGR REB 59932-09	Elec OperatingGrant Trust Fund	750.00
				Total for Payment No.:		750.00

**Payment No: 639217**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	NV5 INC	00460404	144386	SERRA TANK REHAB DESIGN SERVIC	Water Utility Construction	1,485.00
				Total for Payment No.:		1,485.00

**Payment No: 639218**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	OCLC INC	00460344	0000695187	CATALOG & METADATA	General Fund	2,788.04
				Total for Payment No.:		2,788.04

**Payment No: 639219**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	ORLAND UNIT WATER USERS ASSN.	00460210	2031DEC2019	STONY CRK HYDRO EXPENSES NOV19	Electric Utility	31.77
12/19/2019	ORLAND UNIT WATER USERS ASSN.	00460210	2031DEC2019	STONY CRK HYDRO EXPENSES NOV19	Electric Utility	7,707.70
12/19/2019	ORLAND UNIT WATER USERS ASSN.	00460210	2031DEC2019	STONY CRK HYDRO EXPENSES NOV19	Electric Utility	15,928.14
12/19/2019	ORLAND UNIT WATER USERS ASSN.	00460210	2031DEC2019	STONY CRK HYDRO EXPENSES NOV19	Electric Utility	2,729.93
12/19/2019	ORLAND UNIT WATER USERS ASSN.	00460210	2031DEC2019	STONY CRK HYDRO EXPENSES NOV19	Electric Utility	31.76
12/19/2019	ORLAND UNIT WATER USERS ASSN.	00460210	2031DEC2019	STONY CRK HYDRO EXPENSES NOV19	Electric Utility	1,656.02

Total for Payment No.: 28,085.32

**Payment No: 639220**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	PACIFIC WATER ART INC	00460689	62826	FY 2019-20 FOUNTAIN MAINTENANC	Convention Cnt Maintenance Dis	1,980.00
Total for Payment No.:						1,980.00

**Payment No: 639221**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	PARS	00460144	44178	PARS ARS FEE SEPTEMBER 2019	General Fund	2,134.39
Total for Payment No.:						2,134.39

**Payment No: 639222**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	PAUL FOWLER	00460744	33381DEC2019	REFUND BLD2019-56535	General Fund	181.28
Total for Payment No.:						181.28

**Payment No: 639223**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	PEACE OFFICERS RESEARCH ASSOC OF CA	00460701	263604	21 MEMBERSHIPS	General Fund	252.00
Total for Payment No.:						252.00

**Payment No: 639224**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	PEACE OFFICERS RESEARCH ASSOC OF CA	00460702	563887	21 MEMBERSHIPS	General Fund	238.50
Total for Payment No.:						238.50

**Payment No: 639225**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	PENINSULA GYMANSTICS	00460653	18118-18288	CONTRACTOR PAYMENT FOR CLASSES	General Fund	19,571.17
				Total for Payment No.:		19,571.17

**Payment No: 639226**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	PETERSON TRUCKS	00454046	CM409563P	CORE CREDIT- V#1903	Fleet Operation Fund	-621.31
12/19/2019	PETERSON TRUCKS	00457109	199783P	PARTS - STOCK	Fleet Operation Fund	119.77
				Total for Payment No.:		-501.54

**Payment No: 639227**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	PETERSON TRUCKS	00460093	PC001679612	PARTS - V2832	Fleet Operation Fund	46.61
				Total for Payment No.:		46.61

**Payment No: 639228**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	PFM ASSET MGMT LLC	00460158	106751	REIMBURSABLE EXPENSES	General Fund	4,407.60
12/19/2019	PFM ASSET MGMT LLC	00460158	106751	PROF FEES TREAS MGT CONSULT	General Fund	40,000.00
				Total for Payment No.:		44,407.60

**Payment No: 639229**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	PG&E	00460325	0007884411-5	GRIZZLY PROJ O&M 15% COO NOV19	Electric Utility	12,357.73
				Total for Payment No.:		12,357.73

**Payment No: 639230**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	PG&E	00460328	0007884409-9	GRIZZLY PH O&M NOV2019	Electric Utility	84,797.17
12/19/2019	PG&E	00460328	0007884409-9	GRIZZLY PH O&M NOV2019 (TAX)	Electric Utility	631.24
				Total for Payment No.:		85,428.41

**Payment No: 639231**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	PG&E	00460398	0007884410-7	COP GRIZZLY NOV19	Electric Utility Construction	18,154.32
				Total for Payment No.:		18,154.32

**Payment No: 639232**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	POSITIVE ALTERNATIVE	00460630	32786DEC2019	COMMUNITY GRANT POSITIVE ALTER	General Fund	4,000.00
				Total for Payment No.:		4,000.00

**Payment No: 639233**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	PRESIDIO HOLDINGS INC.	00460768	6013219011360	Cisco ISR 4321 AX Bundle w/APP	General Fund	2,169.27
12/19/2019	PRESIDIO HOLDINGS INC.	00460768	6013219011360	SNTC-24X7X4 Cisco ISR 4321 AX	General Fund	1,029.48
				Total for Payment No.:		3,198.75

**Payment No: 639234**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	PRIME MECHANICAL SERVICE, INC	00459977	19292	WARBURTON SWIM CNT	General Fund	9,012.00
12/19/2019	PRIME MECHANICAL SERVICE, INC	00459978	20366	FS 2 TANKLESS WATER HEATER	General Fund	577.50
				Total for Payment No.:		9,589.50

**Payment No: 639235**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	PRO DOOR AND GLASS	00459975	37362	PD SHADOW LOOP	General Fund	1,785.00
12/19/2019	PRO DOOR AND GLASS	00460047	37396	ST. 5 DOOR REPAIR TAXABLE	General Fund	389.91
12/19/2019	PRO DOOR AND GLASS	00460047	37396	ST. 5 DOOR REPAIR LABOR	General Fund	398.72
12/19/2019	PRO DOOR AND GLASS	00460047	37396	ST. 5 DOOR REPAIR LIFT RENTAL	General Fund	495.00
12/19/2019	PRO DOOR AND GLASS	00460048	37328	ST. 1 DOOR REPAIR	General Fund	199.36
				Total for Payment No.:		3,267.99

**Payment No: 639236**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	PURETEC INDUSTRIAL WATER	00460297	1760377	COG WTR VESSEL EXCHANGE NOV19	Electric Utility	880.36
12/19/2019	PURETEC INDUSTRIAL WATER	00460297	1760377	COG WTR VESSL EXCH NOV19 (TAX)	Electric Utility	272.70
12/19/2019	PURETEC INDUSTRIAL WATER	00460298	1763743	DVR WATER VESSEL RENT DEC19	Electric Utility	675.27
				Total for Payment No.:		1,828.33

**Payment No: 639237**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	QUALITY TECHNOLOGY SERVICES HOLDING, LLC	00460566	012836	CONDUIT LEASE DEC19	Electric Utility	1,090.00
12/19/2019	QUALITY TECHNOLOGY SERVICES HOLDING, LLC	00460566	012836	RACK: 2POST DEC19	Electric Utility	100.00
				Total for Payment No.:		1,190.00

**Payment No: 639238**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	R & B CO	00460290	S1900150.001	COAL TAR MASTIC	Water Utility	163.50
12/19/2019	R & B CO	00460669	S1894008.002	BUSHING, BRASS, 2IN X 1-1/2IN	Water Utility	532.36
12/19/2019	R & B CO	00460669	S1894008.002	COUPLING, BRASS, 2IN	Water Utility	1,046.13
12/19/2019	R & B CO	00460669	S1894008.002	NIPPLE, BRASS, 1-1/2IN X 4IN	Water Utility	60.43
12/19/2019	R & B CO	00460705	S1894008.003	NUT, 3/4IN, 304 STAINLESS STEE	Water Utility	370.60

12/19/2019	R & B CO	00460707	S1898273.001	EXTENSION, HYDRANT BURY 6 X 14	Electric Utility	272.50
Total for Payment No.:						2,445.52

**Payment No: 639239**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	R3 CONSULTING GROUP, INC.	00460600	9465	TASKS 1 & 3 CONSULTING	General Fund	2,295.00
Total for Payment No.:						2,295.00

**Payment No: 639240**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	RAMJI JAGANNATHAN	00460332	R219-EVC-030	EV CHGR REB 69553-03	Elec OperatingGrant Trust Fund	750.00
Total for Payment No.:						750.00

**Payment No: 639241**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	RECOLOGY SOUTH BAY	00459943	NOVEMBER-19	MONTHLY COLLECTNS- RECOLOGY	Solid Waste Program	208,063.36
Total for Payment No.:						208,063.36

**Payment No: 639242**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	RED HAWK FIRE & SECURITY	00459979	3381442	YAC SEMI ANNUAL	General Fund	350.00
12/19/2019	RED HAWK FIRE & SECURITY	00459980	3501860	TEEN CNT MATERIALS	General Fund	129.22
12/19/2019	RED HAWK FIRE & SECURITY	00459980	3501860	TEEN CNT LABOR	General Fund	727.83
12/19/2019	RED HAWK FIRE & SECURITY	00459981	3501861	FS 6 MATERIALS	General Fund	45.42
12/19/2019	RED HAWK FIRE & SECURITY	00459981	3501861	F 6 LABOR	General Fund	729.58
12/19/2019	RED HAWK FIRE & SECURITY	00459982	3380454	CRC SEMI ANNUAL	General Fund	300.00
12/19/2019	RED HAWK FIRE & SECURITY	00459984	3381324	SENIOR CT MATERIAL SEMI ANNUAL	General Fund	675.00
12/19/2019	RED HAWK FIRE & SECURITY	00459986	3381390	TEEN SEMI ANNUAL	General Fund	325.00



12/19/2019	RED HAWK FIRE & SECURITY	00460525	3507689	MATERIALS CRC	General Fund	181.68
12/19/2019	RED HAWK FIRE & SECURITY	00460525	3507689	LABOR CRC	General Fund	728.33
12/19/2019	RED HAWK FIRE & SECURITY	00460526	3507690	LABOR	General Fund	726.00
12/19/2019	RED HAWK FIRE & SECURITY	00460526	3507690	2323 PRUNERIDGE	General Fund	109.00
12/19/2019	RED HAWK FIRE & SECURITY	00460528	3507692	MATERIALS 2821 HOMESTEAD	General Fund	145.32
12/19/2019	RED HAWK FIRE & SECURITY	00460528	3507692	LABOR	General Fund	729.67
12/19/2019	RED HAWK FIRE & SECURITY	00460529	3507691	MATERIALS FS 1	General Fund	163.51
12/19/2019	RED HAWK FIRE & SECURITY	00460529	3507691	LABOR	General Fund	951.50
				Total for Payment No.:		7,017.06

**Payment No: 639243**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	REED & GRAHAM INC	00459860	963396	DE TAC- 5GAL PAILS	General Fund	2,595.78
12/19/2019	REED & GRAHAM INC	00459862	963736	DEERY- 30LB BOX	General Fund	4,031.33
12/19/2019	REED & GRAHAM INC	00460722	964489	COLD MIX & BASE ROCK	Water Utility	227.21
12/19/2019	REED & GRAHAM INC	00460722	964489	COLD MIX & BASE ROCK	Sewer Utility	56.80
12/19/2019	REED & GRAHAM INC	00460722	964489	COLD MIX & BASE ROCK	Electric Utility Construction	284.02
12/19/2019	REED & GRAHAM INC	00460722	964489	COLD MIX & BASE ROCK	Water Utility Construction	568.02
				Total for Payment No.:		7,763.16

**Payment No: 639244**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	REP NUT & BOLT GUY	00460714	31095	SCREW, CAP, HEX HEAD, 316 OR F	Electric Utility	711.44
12/19/2019	REP NUT & BOLT GUY	00460714	31095	WASHER, LOCK, 316 STN STL, 1/2	Electric Utility	168.54
				Total for Payment No.:		879.98

**Payment No: 639245**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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12/19/2019	RIGHT ANGLE DESIGN	00460334	6284		General Fund	5,000.00
Total for Payment No.:						5,000.00

**Payment No: 639246**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	RING POWER CORPORATION	00460302	44LU05413535	EQUIPMENT RNTL 11/12 - 12/09	Electric Utility Construction	3,400.00
12/19/2019	RING POWER CORPORATION	00460302	44LU05413535	ENVIRONMENTAL FEE	Electric Utility Construction	68.00
Total for Payment No.:						3,468.00

**Payment No: 639247**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	ROBERT E. VAN HEUIT	00460628	1089	AMENDMENT NO. 1 TO AMENDED AND	Expendable Trust Funds	3,150.00
Total for Payment No.:						3,150.00

**Payment No: 639248**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	ROTO-ROOTER SERVICES COMPANY	00459987	19321379352	1900 WALSH	General Fund	195.00
12/19/2019	ROTO-ROOTER SERVICES COMPANY	00460046	193M-21379352	ST. 2 KITCHEN SINK DRAIN CLOG	General Fund	445.00
Total for Payment No.:						640.00

**Payment No: 639249**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	RUAG AMMOTEC USA, INC.	00460109	2224800	SHIPPING CHARGES	General Fund	98.00
Total for Payment No.:						98.00

**Payment No: 639250**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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12/19/2019	SAN JOSE BMW	00460601	259093	LABOR PD V3501 WO 124560	Fleet Operation Fund	270.00
				Total for Payment No.:		270.00

**Payment No: 639251**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	SAN JOSE MAILING	00460772	3867	MAILING & POSTAGE	General Fund	534.86
12/19/2019	SAN JOSE MAILING	00460772	3867	3035 EL CAMINO	General Fund	99.55
12/19/2019	SAN JOSE MAILING	00460773	3868	5010 OLD IRONSIDES DR	General Fund	45.19
12/19/2019	SAN JOSE MAILING	00460773	3868	POSTAGE & MAILING	General Fund	285.75
				Total for Payment No.:		965.35

**Payment No: 639252**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	SANTA CLARA BUILDING MAINTENANCE	00460215	4373	BROKEN FAUCETS 881 LABOR	Electric Utility	250.00
12/19/2019	SANTA CLARA BUILDING MAINTENANCE	00460215	4373	BROKEN FAUCETS 881 PARTS	Electric Utility	170.13
				Total for Payment No.:		420.13

**Payment No: 639253**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	SANTA CLARA CO ENVIRONMENTAL	00460575	IN1188154	ENVIRONMENTAL HEALTH PERMIT	Solid Waste Program	47,921.00
				Total for Payment No.:		47,921.00

**Payment No: 639254**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	SANTA CLARA CO SOCIAL SVC AGCY	00460771	2457DEC2019	FY18-19-FINAL CDBG BILLING	Park and Rec Opr GrantTst Fund	2,678.66
12/19/2019	SANTA CLARA CO SOCIAL SVC AGCY	00460797	2457DEC2019A	FY2019-2020 SENIOR NUTRITION	Deposit Funds.	1,394.00
				Total for Payment No.:		4,072.66

**Payment No: 639255**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	SANTA CLARA CONVENTION CENTER	00460335	10013	Subsidy JW Convntn 07/4 -07/7	Deposit Funds.	33,900.00
				Total for Payment No.:		33,900.00

**Payment No: 639256**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	SANTA CLARA LIGHTING, INC.	00459989	16664	FS 4 LIGHT CONTROL	General Fund	622.68
12/19/2019	SANTA CLARA LIGHTING, INC.	00459991	16800	SUPPLIES	General Fund	140.56
12/19/2019	SANTA CLARA LIGHTING, INC.	00460531	16947	FS 1 PARKING LIGHTS	General Fund	250.70
12/19/2019	SANTA CLARA LIGHTING, INC.	00460533	17070	CH LIGHTS	General Fund	174.40
12/19/2019	SANTA CLARA LIGHTING, INC.	00460542	15737	30W WALLPACK	General Fund	303.02
				Total for Payment No.:		1,491.36

**Payment No: 639257**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	SANTA CLARA WEEKLY	00459864	1243955	RE: PUBLIC HEARING RECY SERV	Solid Waste Program	912.00
12/19/2019	SANTA CLARA WEEKLY	00460042	1243907	FIRE CODE ORG PUBLICATION	General Fund	1,720.00
12/19/2019	SANTA CLARA WEEKLY	00460602	1243993	PUBLICATION GWR	Solid Waste Program	912.00
12/19/2019	SANTA CLARA WEEKLY	00460603	1243992	PUBLICATION MTWS	Solid Waste Program	912.00
12/19/2019	SANTA CLARA WEEKLY	00460652	1243936	PUBLICATION FOR ORD 2010	General Fund	480.00
				Total for Payment No.:		4,936.00

**Payment No: 639258**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	SATELLITE PHONE CO	00460049	1909113	SAT PHONE MINUTES 1000	General Fund	8,944.25
				Total for Payment No.:		8,944.25

**Payment No: 639259**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	SEAN MENDELSON	00460663	17867-17873	CONTRACTOR PAYMENT FOR CLASSES	General Fund	11,157.30
12/19/2019	SEAN MENDELSON	00460751	17865-17875	CONTRACTOR PAYMENT FOR CLASSES	General Fund	5,449.80
				Total for Payment No.:		16,607.10

**Payment No: 639260**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	SEG, INC	00460785	115176	BMS NEW SERVER UPGRADE	Public Buildings	20,450.00
				Total for Payment No.:		20,450.00

**Payment No: 639261**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	SEL ENGINEERING SERVICES, INC.	00460400	33091	ELECT NRS UPGRADE THRU11/30/19	Electric Utility Construction	1,890.00
				Total for Payment No.:		1,890.00

**Payment No: 639262**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	SHAWN SPANO	00460752	30144DEC2019	EXEC LEADERSHIP RETREAT	General Fund	8,250.00
				Total for Payment No.:		8,250.00

**Payment No: 639263**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	SHREDLOGIX INC	00460685	0006701	SHREDDING SERVICES FOR COMMUN	General Fund	435.00
				Total for Payment No.:		435.00

**Payment No: 639264**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	SILKE COMMUNICATIONS SOLUTIONS	00460116	90345	TRAVAL/SYSTEMS TECH/DESIGN	General Government	1,918.25

- Other

Total for Payment No.: 1,918.25

**Payment No: 639265**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	SISTER CITIES INTERNATIONAL	00460795	20191212001949	2020 SISTER CITIES MEMBERSHIP	General Fund	1,030.00
Total for Payment No.:						1,030.00

**Payment No: 639266**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	SPECIAL ICE	00460754	SC120119	Ice Rink Installation Services	General Fund	35,970.00
Total for Payment No.:						35,970.00

**Payment No: 639267**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	STARRZ DANCE	00460659	18197	CONTRACTOR PAYMENT FOR CLASSES	General Fund	491.40
Total for Payment No.:						491.40

**Payment No: 639268**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	SUNE W12DG-C, LLC	00460198	CA-12-0396-12	ENERGY PURCH (SOLAR) NOV19	Electric Utility	2,100.30
Total for Payment No.:						2,100.30

**Payment No: 639269**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	SUNNYVALE FORD	00460099	F0CS806339	LABOR V3209 WO 125654	Fleet Operation Fund	1,477.40
12/19/2019	SUNNYVALE FORD	00460099	F0CS806339	PARTS V3209 WO 125654	Fleet Operation Fund	1,111.68
12/19/2019	SUNNYVALE FORD	00460100	160361	PARTS - STOCK	Fleet Operation Fund	306.25

Total for Payment No.: 2,895.33

**Payment No: 639270**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	SWA SERVICES GROUP	00459995	20892	CENTRAL LIB COMIC CON	General Fund	565.73
12/19/2019	SWA SERVICES GROUP	00460534	20976	EOC SPECIAL CLEAN	General Fund	336.00
Total for Payment No.:						901.73

**Payment No: 639271**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	SWAGELOK NORTHERN CALIFORNIA	00460167	37516	PORT,FEM,BULKHEAD CONNECTORS	Electric Utility	345.27
12/19/2019	SWAGELOK NORTHERN CALIFORNIA	00460167	37516	UNION BULKHEAD&CONNECTOR	Electric Utility	159.29
12/19/2019	SWAGELOK NORTHERN CALIFORNIA	00460167	37516	MALE & FEMALE ELBOWS, TEES	Electric Utility	625.44
12/19/2019	SWAGELOK NORTHERN CALIFORNIA	00460314	38340	CONNECTORS & PLUG	Electric Utility	305.33
12/19/2019	SWAGELOK NORTHERN CALIFORNIA	00460314	38340	NUT 1/4" & 3/8"	Electric Utility	118.88
12/19/2019	SWAGELOK NORTHERN CALIFORNIA	00460314	38340	UNION TEE, ELBOW, & BULKHEAD	Electric Utility	979.59
12/19/2019	SWAGELOK NORTHERN CALIFORNIA	00460314	38340	MALE RUN TEE 1/4"X1/4"	Electric Utility	251.16
12/19/2019	SWAGELOK NORTHERN CALIFORNIA	00460519	38356	40G SERIES BELL VALVE 1/2" T	Electric Utility	248.92
12/19/2019	SWAGELOK NORTHERN CALIFORNIA	00460519	38356	SEAMLESS TUBING 1/2ODX.035"	Electric Utility	144.54
Total for Payment No.:						3,178.42

**Payment No: 639272**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	SYNERGETIC CONSULTING INC	00460041	19-0616-B	TIDEMARK UPDATES	General Fund	115.00
12/19/2019	SYNERGETIC CONSULTING INC	00460379	19-0627	Project Management 11/1-11/27	General Fund	776.25
12/19/2019	SYNERGETIC CONSULTING INC	00460380	19-0616-A	Project Management 9/1-9/30	General Fund	345.00
Total for Payment No.:						1,236.25

**Payment No: 639273**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	SYSTEM OPERATIONS SUCCESS INTL	00460008	1123375	MANAGED TRAINING OCT19&NOV19	Electric Utility	1,837.50
				Total for Payment No.:		1,837.50

**Payment No: 639274**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	T-MOBILE USA INC	00460316	9377735020	GPS Locate 19-0911111	General Fund	306.00
				Total for Payment No.:		306.00

**Payment No: 639275**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	TARGET SPECIALTY PRODUCTS INC	00459866	PI1069220	LANDSCAPING SUPPLIES	General Fund	1,962.00
12/19/2019	TARGET SPECIALTY PRODUCTS INC	00460605	PI1070955	SUPPLIES - P&B	General Fund	595.96
				Total for Payment No.:		2,557.96

**Payment No: 639276**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	THE HOME DEPOT PRO	00460291	522592898	KITCHEN TOWEL 2 PLY	General Fund	25.29
12/19/2019	THE HOME DEPOT PRO	00460292	523775039	JANITORIAL SUPPLIES	Electric Utility	65.30
				Total for Payment No.:		90.59

**Payment No: 639277**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	THE STUART RENTAL COMPANY	00460791	188719	TREE LIGHTING 2018/19 - STUART	General Fund	711.07
				Total for Payment No.:		711.07

**Payment No: 639278**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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12/19/2019	THE UPS STORE	00460547	10029	LIVESCAN R AND AN NOVEMBER	General Fund	59.97
12/19/2019	THE UPS STORE	00460547	10029	LIVESCAN R AND AN OCTOBER	General Fund	499.75
12/19/2019	THE UPS STORE	00460547	10029	LIVESCAN P&R OCTOBER	General Fund	219.89
12/19/2019	THE UPS STORE	00460547	10029	LIVESCAN P&R NOVEMBER	General Fund	259.87
				Total for Payment No.:		1,039.48

**Payment No: 639279**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	THOMSON REUTERS WEST	00460654	841322519	LEGAL REFERENCES	General Fund	551.54
12/19/2019	THOMSON REUTERS WEST	00460656	841205872	ONLINE LEGAL DATABASE	General Fund	1,128.00
12/19/2019	THOMSON REUTERS WEST	00460756	841372715	LEGAL DATABASE NOV 2019	General Fund	1,128.00
				Total for Payment No.:		2,807.54

**Payment No: 639280**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	THOMSON WEST GROUP	00460321	841387532	Bureau Nov Clear Service	General Fund	233.18
12/19/2019	THOMSON WEST GROUP	00460321	841387532	Records Nov Clear Service	General Fund	233.18
				Total for Payment No.:		466.36

**Payment No: 639281**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	TOYOTA MATERIAL HANDLING NO	00460101	BL0R7501	MISC GOVT FEES V2898 WO 125644	Fleet Operation Fund	13.11
12/19/2019	TOYOTA MATERIAL HANDLING NO	00460101	BL0R7501	25% PARTS DICOUNT V2898	Fleet Operation Fund	-507.45
12/19/2019	TOYOTA MATERIAL HANDLING NO	00460101	BL0R7501	PARTS V2898 WO 125644	Fleet Operation Fund	2,175.96
12/19/2019	TOYOTA MATERIAL HANDLING NO	00460101	BL0R7501	NONTAX SHOP SUPPLIES	Fleet Operation Fund	76.15
12/19/2019	TOYOTA MATERIAL HANDLING NO	00460101	BL0R7501	SHOP LABOR V2898 WO 125644	Fleet Operation Fund	2,110.82
				Total for Payment No.:		3,868.59

**Payment No: 639282**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	TRI-CITY ROOFING	00460465	33038DEC2019	BLD2019-55189 Refund	General Fund	185.76
				Total for Payment No.:		185.76

**Payment No: 639283**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	TUCKER CONSTRUCTION	00460792	28052	FENCE REPAIR AND REPLACEMENT S	General Fund	30,211.00
12/19/2019	TUCKER CONSTRUCTION	00460793	28053	FENCE REPAIR AND REPLACEMENT S	General Fund	3,767.00
				Total for Payment No.:		33,978.00

**Payment No: 639284**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	UNIFIRST CORPORATION	00459892	385 0363132	GARMENT RENT/CLEAN SVCS SUB	Electric Utility	670.05
12/19/2019	UNIFIRST CORPORATION	00459892	385 0363132	NEW CLOTHES D.VAZQUEZ	Electric Utility	7.09
12/19/2019	UNIFIRST CORPORATION	00459902	385 0363126	GARMENT RENTAL/CLEANING T&D	Electric Utility	1,128.70
12/19/2019	UNIFIRST CORPORATION	00459905	385 0363133	GARMENT RENT/CLEAN SVCS AD1705	Electric Utility	94.59
12/19/2019	UNIFIRST CORPORATION	00459908	385 0361126	GARMENT RENT/CLEAN SVCS AD1705	Electric Utility	94.59
12/19/2019	UNIFIRST CORPORATION	00459909	385 0361125	GARMENT RENT/CLEAN SVCS SUB	Electric Utility	668.05
12/19/2019	UNIFIRST CORPORATION	00460050	385 0362113	GARMENT RENT/CLEAN SVCS SUB	Electric Utility	668.05
12/19/2019	UNIFIRST CORPORATION	00460053	385 0362108	GARMENT RENTAL/CLEANING T&D	Electric Utility	1,125.16
12/19/2019	UNIFIRST CORPORATION	00460053	385 0362108	NEW CLOTHES J. DELGADO	Electric Utility	8.99
12/19/2019	UNIFIRST CORPORATION	00460054	385 0362114	GARMENT RENT/CLEAN SVCS AD1705	Electric Utility	94.59
12/19/2019	UNIFIRST CORPORATION	00460279	385 0361118	GARMENT RENTAL/CLEANING T&D	Electric Utility	1,124.16
12/19/2019	UNIFIRST CORPORATION	00460280	385 0362163	GARMENT RENT/CLEANING SVC CH	Electric Utility	143.79
12/19/2019	UNIFIRST CORPORATION	00460281	385 0363124	NEW CLOTHES D. WEITZ	Electric Utility	49.05
12/19/2019	UNIFIRST CORPORATION	00460281	385 0363124	GARMENT RENT/CLEAN SVCS DVR	Electric Utility	637.77
12/19/2019	UNIFIRST CORPORATION	00460281	385 0363124	NEW CLOTHES A. HARNISH	Electric Utility	53.96
12/19/2019	UNIFIRST CORPORATION	00460282	385 0362106	GARMENT RENT/CLEAN SVCS DVR	Electric Utility	635.42
12/19/2019	UNIFIRST CORPORATION	00460282	385 0362106	NEW CLOTHES J. WEBB	Electric Utility	49.05

12/19/2019	UNIFIRST CORPORATION	00460282	385 0362106	NEW CLOTHES C. HAYDEN	Electric Utility	8.99
12/19/2019	UNIFIRST CORPORATION	00460284	385 0363125	GARMENT RENTAL/CLEANING SVP IT	Electric Utility	54.78
12/19/2019	UNIFIRST CORPORATION	00460284	385 0363125	DELIVERY FEE SVP	Electric Utility	11.50
12/19/2019	UNIFIRST CORPORATION	00460285	385 0363128	GARMENT RENTAL/CLEANING 881ENG	Electric Utility	130.39
12/19/2019	UNIFIRST CORPORATION	00460286	385 0362110	GARMENT RENTAL/CLEANING 881ENG	Electric Utility	130.39
12/19/2019	UNIFIRST CORPORATION	00460288	385 0363175	GARMENT RENT/CLEANING SVC CH	Electric Utility	138.47
12/19/2019	UNIFIRST CORPORATION	00460289	385 0362107	GARMENT RENTAL/CLEANING SVP IT	Electric Utility	54.78
12/19/2019	UNIFIRST CORPORATION	00460289	385 0362107	DELIVERY FEE SVP	Electric Utility	11.50
12/19/2019	UNIFIRST CORPORATION	00460401	385 0364193	GARMENT RENT/CLEANING SVC CH	Electric Utility	138.47
12/19/2019	UNIFIRST CORPORATION	00460402	385 0364137	GARMENT RENT/CLEAN SVCS DVR	Electric Utility	616.77
12/19/2019	UNIFIRST CORPORATION	00460405	385 0364138	GARMENT RENTAL/CLEANING SVP IT	Electric Utility	54.78
12/19/2019	UNIFIRST CORPORATION	00460405	385 0364138	DELIVERY FEE SVP	Electric Utility	11.50
12/19/2019	UNIFIRST CORPORATION	00460407	385 0364141	GARMENT RENTAL/CLEANING 881ENG	Electric Utility	130.39
				Total for Payment No.:		8,745.77

**Payment No: 639285**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	UNIQUE TOWING	00460607	00137273	TOW SERVICE V3188 WO 125902	Fleet Operation Fund	187.50
				Total for Payment No.:		187.50

**Payment No: 639286**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	UNITED PARCEL SERVICE	00460667	00009882E5479A	DELIVERY CHARGE-POLICE	General Fund	8.42
12/19/2019	UNITED PARCEL SERVICE	00460667	00009882E5479A	DELIVERY CHARGE-CITY CLERK	General Fund	14.50
12/19/2019	UNITED PARCEL SERVICE	00460667	00009882E5479A	DELIVERY CHARGE-ELECTRIC	Electric Utility	127.79
12/19/2019	UNITED PARCEL SERVICE	00460671	00009882E5489A	DELIVERY CHARGES-CITY CLERK	General Fund	14.50
12/19/2019	UNITED PARCEL SERVICE	00460671	00009882E5489A	DELIVERY CHARGES-ELECTRIC	Electric Utility	155.26
				Total for Payment No.:		320.47

**Payment No: 639287**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	UNITED SITE SERVICES INC	00460278	114-9445476	2 SINK RENT@RAY 11/11-12/8/19	Electric Utility	10.90
12/19/2019	UNITED SITE SERVICES INC	00460278	114-9445476	WKLY SINK SRV@RAY11/11-12/8/19	Electric Utility	55.00
12/19/2019	UNITED SITE SERVICES INC	00460278	114-9445476	RESTROOM RENT@RAY11/11-12/8/19	Electric Utility	10.90
12/19/2019	UNITED SITE SERVICES INC	00460278	114-9445476	WKLYRSTRM SRV@RAY11/11-12/8/19	Electric Utility	55.00
12/19/2019	UNITED SITE SERVICES INC	00460278	114-9445476	ENVIRONMENTAL FEE	Electric Utility	13.98
				Total for Payment No.:		145.78

**Payment No: 639288**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	VALLEY OIL CO	00460102	1851	UNLEADED FIRE STA 1 TANK 61	Fleet Operation Fund	2,884.86
				Total for Payment No.:		2,884.86

**Payment No: 639289**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	VALLEY POWER SYSTEMS INC	00460103	K55663	LABOR V2692 WO 125932	Fleet Operation Fund	798.00
12/19/2019	VALLEY POWER SYSTEMS INC	00460103	K55663	MILEAGE V2692 WO 125932	Fleet Operation Fund	12.80
12/19/2019	VALLEY POWER SYSTEMS INC	00460103	K55663	PARTS V2692 WO 125932	Fleet Operation Fund	389.20
12/19/2019	VALLEY POWER SYSTEMS INC	00460104	K55665	PARTS V2897 WO 125701	Fleet Operation Fund	251.65
12/19/2019	VALLEY POWER SYSTEMS INC	00460104	K55665	LABOR V2897 WO 125701	Fleet Operation Fund	924.00
12/19/2019	VALLEY POWER SYSTEMS INC	00460104	K55665	MILEAGE V2897 WO 125701	Fleet Operation Fund	24.35
				Total for Payment No.:		2,400.00

**Payment No: 639290**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	VERIZON WIRELESS	00460372	9843561795	WATER/SEWER	Water Utility	361.82
12/19/2019	VERIZON WIRELESS	00460372	9843561795	WATER/SEWER	Sewer Utility	361.82
				Total for Payment No.:		723.64

**Payment No: 639291**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	VERIZON WIRELESS	00460373	9842833597	FIRE	General Fund	178.16
				Total for Payment No.:		178.16

**Payment No: 639292**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	VERIZON WIRELESS	00460374	9842833599	FIRE	General Fund	18.02
				Total for Payment No.:		18.02

**Payment No: 639293**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	VERIZON WIRELESS	00460377	9842833598	STADIUM	General Fund	10.02
				Total for Payment No.:		10.02

**Payment No: 639294**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	VERIZON WIRELESS	00460382	9842817495	CMO	General Fund	342.09
12/19/2019	VERIZON WIRELESS	00460382	9842817495	CMO	Information Technology Service	18.10
12/19/2019	VERIZON WIRELESS	00460382	9842817495	CMO	General Government - Other	38.01
				Total for Payment No.:		398.20

**Payment No: 639295**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	VERIZON WIRELESS	00460383	9842817494	FIRE	General Fund	334.95
				Total for Payment No.:		334.95

**Payment No: 639296**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	VERIZON WIRELESS	00460384	9842828346	MTR	General Fund	344.02
				Total for Payment No.:		344.02

**Payment No: 639297**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	VERIZON WIRELESS	00460388	9841496996	WATER	Water Utility	345.41
12/19/2019	VERIZON WIRELESS	00460388	9841496996	WATER	Sewer Utility	345.42
				Total for Payment No.:		690.83

**Payment No: 639298**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	WASHINGTON TRUST BANK	00460720	191201-278158	NOVEMBE 2019 VEBA CUSTODY FEE	General Fund	1,049.07
				Total for Payment No.:		1,049.07

**Payment No: 639299**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	WESCO DISTRIBUTION INC	00460564	644155	2 IN STR CONN LFMC	Electric Utility Construction	89.30
12/19/2019	WESCO DISTRIBUTION INC	00460564	644155	2 UL ADAPT M CT	Electric Utility Construction	3.18
12/19/2019	WESCO DISTRIBUTION INC	00460565	644153	2 IN STR CONN SFMC	Electric Utility Construction	105.99
				Total for Payment No.:		198.47

**Payment No: 639300**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	WEST COAST ARBORISTS INC	00459867	154528	EMERGENCY TREE RESPONSE	General Fund	960.00
				Total for Payment No.:		960.00

**Payment No: 639301**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	WILLIAMS CONSTRUCTION COMPANY	00460484	PORITZ -2	PORITZ - 10564	H.U.D Capital Projects	29,722.00
12/19/2019	WILLIAMS CONSTRUCTION COMPANY	00460484	PORITZ -2	PORITZ - 10564	H.U.D Capital Projects	-29,722.00
12/19/2019	WILLIAMS CONSTRUCTION COMPANY	00460484	PORITZ -2	FULL KITCHEN/FLOORS+ PORITZ	H.U.D Capital Projects	29,722.00
				Total for Payment No.:		29,722.00

**Payment No: 639302**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/19/2019	WITMER-TYSON IMPORTS INC	00460723	T13378	K9 MAINT/TRAINING NOVEMBER	General Fund	1,310.00
				Total for Payment No.:		1,310.00
				Overall Total		2,258,894.96

City of Santa Clara Finance Department  
Accounting Services

Supplement to Bills & Claims  
Expenditures Paid by Wire Transfer  
For the Period of November 22nd, 2019 through December 19th, 2019

\$ 1,877,613.16 EDF Trading North America LLC--Gas Purchase-DVR/Cogen Oct 2019  
1,711,790.50 City of San Jose--Jul19-Sept19 Wholesale Recycled Water Sales; 1Q FY19-20 SBWR Recycled Water Purchase  
1,471,416.60 Valley Water (Santa Clara Valley Water District)--Sept19 Pump Tax  
1,271,413.78 MSR Public Power Agency--Big Horn Wind Project Energy--Oct 2019  
968,670.85 MSR Public Power Agency--San Juan Purchased Power/Renewable Admin Cost--Nov 2019  
886,871.25 MSR Energy Authority--Gas Purchase DVR/Cogen/Gia Oct 2019  
675,192.08 Valley Water (Santa Clara Valley Water District)--Treated Water Invoice for Oct 2019  
643,578.53 Manzana Wind LLC--Purchase of Energy (Wind Generated)-Oct 2019  
628,305.10 San Francisco Public Utilities Commission--Water Purchases Nov19  
590,474.95 California Independent System Operator Corp--Settlement Charges Nov19/Feb17  
500,841.02 California Independent System Operator Corp--Settlement Charges Dec19/Nov19/May18/Nov18  
471,758.19 California Independent System Operator Corp--Settlement Charges Nov 2019/Oct 2019/Aug 2019  
286,635.05 MSR Public Power Agency--Big Horn Wind Project Shaping Fee-Oct 2019  
236,250.00 MSR Public Power Agency--MSR F&S Dispute Settlement  
104,400.94 California Independent System Operator Corp--Settlement Charges Dec19/Nov19/Feb19

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12,325,212.00

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## Agenda Report

20-1471

Agenda Date: 1/14/2020

### REPORT TO COUNCIL

#### SUBJECT

Action on Approving the Cultural Commission 2020 Schedule of Regular Meetings [Council Pillar: *Enhance Community Engagement and Transparency*]

#### BACKGROUND

City Charter Section 1003 states that each of the boards and commissions of the City shall hold regular meetings as required by ordinance. City Code Section 2.120.030 states that each board or commission shall hold regular meetings at the times and on the days indicated by resolution of the City Council, which resolutions may be amended from time to time by further resolution of the Council Resolution. On February 19, 2019, Council adopted Resolution No. 19-8667 (Attachment 1), which amended Resolution No. 5195 adopted by Council in 1987, and established the Cultural Commission regular meetings shall be held as a minimum of one meeting per month scheduled on Mondays, and set the start time at 7:00 p.m.

#### DISCUSSION

At the November 4, 2019 Cultural Commission meeting, the Commission recommended that Council approve the proposed 2020 Schedule of Regular Meetings (Attachment 2), which includes a minimum of one meeting per month on a Monday at 7:00 p.m. in conformance with Resolution No. 19-8667.

The Cultural Commission 2020 Schedule of Regular Meetings beginning in January 2020 is now proposed for Council approval.

#### ENVIRONMENTAL REVIEW

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

#### FISCAL IMPACT

There is no fiscal impact other than administrative time and expense to set the meetings.

#### COORDINATION

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

#### PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website

and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email [clerk@santaclaraca.gov](mailto:clerk@santaclaraca.gov) <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

**RECOMMENDATION**

Approve the Cultural Commission 2020 Schedule of Regular Meetings.

Reviewed by: Kimberly Castro, Recreation Manager

Approved by: James Teixeira, Director of Parks & Recreation

**ATTACHMENTS**

1. Resolution No. 19-8667
2. Cultural Commission 2020 Schedule of Regular Meetings

**RESOLUTION NO. 19-8667**

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA  
APPROVING THE 2019 CULTURAL COMMISSION CALENDAR OF  
MEETINGS, SETTING THE NUMBER AND START TIME OF  
REGULAR CULTURAL COMMISSION MEETINGS**

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

**WHEREAS**, Section 2.120.030 of the Santa Clara City Code ("SCCC") requires City boards and commissions to hold regular meetings at the times and on the days indicated by resolution of the Council;

**WHEREAS**, Resolution 5195, adopted by the City Council in 1987, states that the Cultural Commission shall hold meetings on the first Monday of each month at 7:30 p.m.; and

**WHEREAS**, on February 4, 2019, the Cultural Commission made a motion to change the start time to 7:00 p.m.

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

1. That the City Council hereby finds that the above Recitals are true and correct and by this reference makes them a part hereof.
2. The City Council hereby approves the 2019 Cultural Commission Schedule of Meetings, attached hereto.
3. The City Council hereby amends City Council Resolution 5195 by deleting the following text from that Resolution:  

"Cultural Advisory Commission	First Monday of each month at 7:30 p.m."
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4. The City Council hereby approves setting the Cultural Commission regular meeting start time at 7:00 p.m. and establishes a minimum of one meeting a month scheduled on Mondays, which meetings may be cancelled at the discretion of the City Manager for agenda management purposes.

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


I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 19<sup>TH</sup> DAY OF FEBRUARY, 2019, BY THE FOLLOWING VOTE:

AYES:	COUNCILORS:	Chahal, Davis, Hardy, O'Neill, and Watanabe and Mayor Gillmor
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NOES:	COUNCILORS:	None
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ABSENT:	COUNCILORS:	Mahan
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ABSTAINED:	COUNCILORS:	None
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ATTEST:   
FOR NORA PIMENTEL, MMC  
ASSISTANT CITY CLERK  
CITY OF SANTA CLARA

Attachments incorporated by reference:

1. City Council Resolution 5195
2. 2019 Cultural Commission Meeting Schedule

RESOLUTION NO. 5195

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA CLARA INDICATING TIMES AND DAYS FOR EACH BOARD OR COMMISSION OF THE CITY TO HOLD REGULAR MEETINGS ALL AS AUTHORIZED IN SECTION 2-91.1 OF "THE CODE OF THE CITY OF SANTA CLARA, CALIFORNIA"

SECTION 1: Each board or commission shall hold regular meetings at the times and on the days indicated below except when such day falls on a City holiday.

Board of Library Trustees	First Monday of each month at 7:30 p.m.
Civil Service Commission	Second Monday of each month at 7:30 p.m.
Cultural Advisory Commission	First Monday of each month at 7:30 p.m.
Historical and Landmarks	First Thursday of each month at 7:00 p.m.
Parks and Recreation Commission	Third Tuesday of each month at 7:30 p.m.
Planning Commission	Second and Fourth Wednesday of each month at 7:00 p.m.
Senior Citizens Advisory Commission	Fourth Monday of each month at 10:00 a.m.

SECTION 2: The meeting times and days are set by resolution pursuant to Section 2-91.1 of "The Charter of the City of Santa Clara, California", and are subject to amendment from time to time by resolution of the City Council.

SECTION 3: This resolution shall take effect upon its

adoption.

\* \* \* \*

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A  
RESOLUTION PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF  
SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE  
12th day of May, 1987, by the following votes:

AYES: COUNCILORS: Ash, Deto, Lasher, Mahan, Nadler, Tobkin  
and Mayor Souza

NOES: COUNCILORS: None

ABSENT: COUNCILORS: None

ABSTAINED: COUNCILORS: None

ATTEST: J. E. BOCCIGNONE  
City Clerk  
City of Santa Clara



All Cultural Commission meetings take place at:  
Santa Clara Senior Center,  
1303 Fremont Street,  
Santa Clara, CA 95050

- January 7, 2019 at 7:00 p.m.
- February 4, 2019 at 7:00 p.m.
- March 4, 2019 at 7:00 p.m.
- April 1, 2019 at 7:00 p.m.
- May 6, 2019 at 7:00 p.m.
- June 3, 2019 at 7:00 p.m.
- July 1, 2019 at 7:00 p.m.
- August 5, 2019 at 7:00 p.m.
- October 7, 2019 at 7:00 p.m.
- November 4, 2019 at 7:00 p.m.
- December 2, 2019 at 7:00 p.m.



All Cultural Commission meetings take place at:  
Santa Clara Senior Center,  
1303 Fremont Street,  
Santa Clara, CA 95050

- January 6, 2020
- February 3, 2020
- March 2, 2020
- April 6, 2020
- May 4, 2020
- June 1, 2020
- July 6, 2020
- August 3, 2020
- October 5, 2020
- November 2, 2020
- December 7, 2020





# City of Santa Clara

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

## Agenda Report

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20-1470

Agenda Date: 1/14/2020

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### REPORT TO COUNCIL

#### **SUBJECT**

Action on Approving the Senior Advisory Commission 2020 Schedule of Regular Meetings [Council Pillar: Enhance Community Engagement and Transparency]

#### **BACKGROUND**

City Charter Section 1003 states that each of the boards and commissions of the City shall hold regular meetings as required by ordinance. City Code Section 2.120.030 states that each board or commission shall hold regular meetings at the times and on the days indicated by resolution of the City Council, which resolutions may be amended from time to time by further resolution of the Council Resolution. Resolution No. 5195 adopted by Council in 1987 states that the Senior Advisory Commission shall hold meetings on the fourth Monday of each month at 10:00 a.m. On April 9, 2019, Council adopted Resolution No. 19-8690 (Attachment 1) which established eleven (11) meetings per year, January through November, and set the 2019 Senior Advisory Commission schedule of regular meetings, start time, and regular meeting day.

#### **DISCUSSION**

At the October 28, 2019 Senior Advisory Commission meeting, the Commission recommended the proposed Senior Advisory Commission 2020 Schedule of Regular Meetings (Attachment 2), which includes eleven (11) regular meeting dates on the fourth Monday of the month at 10:00 a.m. in conformance with the existing adopted Council resolutions. The Senior Advisory Commission 2020 Schedule of Regular Meetings beginning in January 2020 is now proposed for Council consideration.

#### **ENVIRONMENTAL REVIEW**

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

#### **FISCAL IMPACT**

There is no fiscal impact other than administrative time and expense to set the meetings.

#### **COORDINATION**

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

#### **PUBLIC CONTACT**

Public contact was made by posting the Council agenda on the City’s official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City’s website and in the City Clerk’s Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a

Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email [clerk@santaclaraca.gov](mailto:clerk@santaclaraca.gov) <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

**RECOMMENDATION**

Approve the 2020 Senior Advisory Commission Schedule of Regular Meetings.

Reviewed by: Kimberly Castro, Recreation Manager

Approved by: James Teixeira, Director of Parks & Recreation

**ATTACHMENTS**

1. Resolution No. 19-8690
2. Senior Advisory Commission 2020 Schedule of Regular Meetings

**RESOLUTION NO. 19-8690**

**A RESOLUTION OF THE CITY OF SANTA CLARA,  
CALIFORNIA AMENDING RESOLUTION NO. 5195,  
APPROVING THE 2019 SENIOR ADVISORY COMMISSION  
CALENDAR OF MEETINGS, AND SETTING THE NUMBER  
AND START TIME OF REGULAR SENIOR ADVISORY  
COMMISSION MEETINGS**

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

**WHEREAS**, Section 2.120.030 of the Santa Clara City Code ("SCCC") requires City boards and commissions to hold regular meetings at the times and on the days indicated by resolution of the Council;

**WHEREAS**, Resolution 5195, adopted by the City Council in 1987, states that the Senior Advisory Commission shall hold meetings on the, "Fourth Monday of each month at 10:00 a.m.;" and

**WHEREAS**, on January 28, 2019, the Senior Advisory Commission recommended to the City Council its meeting schedule for 2019, which proposes eleven (11) meetings per year (January-November) and a start time of 10:00 a.m..

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

1. That the City Council hereby finds that the above Recitals are true and correct and by this reference makes them a part hereof.
2. The City Council hereby approves the 2019 Senior Advisory Commission Schedule of Meetings, attached hereto.

//

//

3. The City Council hereby approves the Senior Advisory Commission regular meeting start time at 10:00 a.m., and establishes eleven (11) meetings per year, set on the fourth Monday of January through November, which meetings may be cancelled at the discretion of the City Manager for agenda management purposes.

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

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 9<sup>TH</sup> DAY OF APRIL, 2019, BY THE FOLLOWING VOTE:

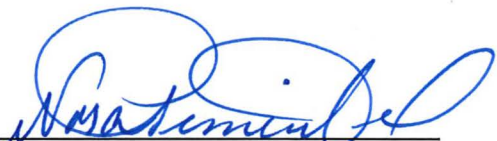
AYES:	COUNCILORS:	Chahal, Davis, Hardy, O'Neill and Watanabe and Mayor Gillmor
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NOES:	COUNCILORS:	None
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ABSENT:	COUNCILORS:	Mahan
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ABSTAINED:	COUNCILORS: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

  
NORA PIMENTEL, MMC  
ASSISTANT CITY CLERK  
CITY OF SANTA CLARA

Attachments incorporated by reference:

1. City Council Resolution No. 5195
2. 2019 Senior Advisory Commission Meeting Schedule

RESOLUTION NO. 5195

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA CLARA INDICATING TIMES AND DAYS FOR EACH BOARD OR COMMISSION OF THE CITY TO HOLD REGULAR MEETINGS ALL AS AUTHORIZED IN SECTION 2-91.1 OF "THE CODE OF THE CITY OF SANTA CLARA, CALIFORNIA"

SECTION 1: Each board or commission shall hold regular meetings at the times and on the days indicated below except when such day falls on a City holiday.

Board of Library Trustees	First Monday of each month at 7:30 p.m.
Civil Service Commission	Second Monday of each month at 7:30 p.m.
Cultural Advisory Commission	First Monday of each month at 7:30 p.m.
Historical and Landmarks	First Thursday of each month at 7:00 p.m.
Parks and Recreation Commission	Third Tuesday of each month at 7:30 p.m.
Planning Commission	Second and Fourth Wednesday of each month at 7:00 p.m.
Senior Citizens Advisory Commission	Fourth Monday of each month at 10:00 a.m.

SECTION 2: The meeting times and days are set by resolution pursuant to Section 2-91.1 of "The Charter of the City of Santa Clara, California", and are subject to amendment from time to time by resolution of the City Council.

SECTION 3: This resolution shall take effect upon its

adoption.

\* \* \* \*

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A  
RESOLUTION PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF  
SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE  
12th day of May, 1987, by the following votes:

AYES: COUNCILORS: Ash, Deto, Lasher, Mahan, Nadler, Tobkin  
and Mayor Souza

NOES: COUNCILORS: None

ABSENT: COUNCILORS: None

ABSTAINED: COUNCILORS: None

ATTEST:

\_\_\_\_\_  
J. E. BOCCIGNONE  
City Clerk  
City of Santa Clara



**Schedule of Meetings  
2019**

Regular meetings are typically held on the fourth Monday of the month, beginning at 10:00 a.m., at the Santa Clara Senior Center, in accordance with the following schedule.

**Meeting Dates**

January 28, 2019

February 25, 2019

March 25, 2019

April 22, 2019

May 20, 2019

(Central Library, 2635 Homestead Rd, Santa Clara, CA 95051)

June 24, 2019

July 22, 2019

August 26, 2019

(Central Library, 2635 Homestead Rd, Santa Clara, CA 95051)

September 23, 2019

October 28, 2019

November 25, 2019

(Northside Branch Library, 695 Moreland Way, Santa Clara, CA 95054)

December 2019  
(No Meeting)



## **Senior Advisory Commission**

### **Schedule of Regular Meetings**

**2020**

Regular meetings are typically held on the fourth Monday of the month, beginning at 10:00 a.m., at the Santa Clara Senior Center, in accordance with the following schedule.

#### **Meeting Dates**

January 27, 2020

(Senior Center - 1303 Fremont St., Santa Clara, CA 95050)

February 24, 2020

(Mission Branch Library - 1098 Lexington St, Santa Clara, CA 95050)

March 23, 2020

(Senior Center - 1303 Fremont St., Santa Clara, CA 95050)

April 27, 2020

(Senior Center - 1303 Fremont St., Santa Clara, CA 95050)

May 18, 2020

(Central Library - 2635 Homestead Rd, Santa Clara, CA 95051)

June 22, 2020

(Senior Center - 1303 Fremont St., Santa Clara, CA 95050)

July 27, 2020

(Senior Center - 1303 Fremont St., Santa Clara, CA 95050)

August 24, 2020

(Northside Branch Library - 695 Moreland Way, Santa Clara, CA 95054)

September 28, 2020

(Senior Center - 1303 Fremont St., Santa Clara, CA 95050)

October 26, 2020

(Senior Center - 1303 Fremont St., Santa Clara, CA 95050)

November 23, 2020

(Senior Center - 1303 Fremont St., Santa Clara, CA 95050)





## Agenda Report

20-647

Agenda Date: 1/14/2020

### REPORT TO COUNCIL

#### SUBJECT

Action on the Award of the Public Works Contract for the Serra Substation Construction Project  
[Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure]

#### BACKGROUND

On October 23, 2019, the City opened bids for the Serra Substation Construction Project (Contract No. 2104A). The existing Serra Substation has obsolete equipment and is nearing the end of its useful service life. The scope of the project is to rebuild Serra Substation at the existing site to continue to provide service to customers, to meet future load growth and improve service reliability. Work includes replacing existing single 16 MVA transformer bank and switchgear with two 20 MVA transformer bank design, new switchgear and control room that meets SVP's current standards. The Public Works Contract consists of all required work to demolish the existing substation and construct the new substation at the existing location at 5301 Stevens Creek Blvd, Santa Clara, California.

#### DISCUSSION

Three bids were received for the Serra Substation Construction Project. The Engineer's Estimate and the evaluated bid are as follows:

<b>Engineer's Estimate</b>	\$ 5,025,000
Newtron, LLC	\$ 4,987,510
Strong Hold Construction Inc.	\$ 5,487,000
Cupertino Electric, Inc.	\$15,052,830

Newtron, LLC's bid is \$37,490 under the Engineer's Estimate. The Engineer's Estimate was prepared by the City's engineering consultant, MTH Engineers, Inc. The Project is currently scheduled for completion in first Quarter of 2021. The bid was reviewed for compliance with terms and conditions of the Contract Documents. Newtron, LLC is a qualified contractor who has successfully performed similar work for the City in the past, therefore staff recommends awarding the contract to Newtron, LLC.

#### ENVIRONMENTAL REVIEW

The scope of this project was identified and included in the Final Environmental Impact Report for 2010-2035 General Plan which was approved and certified by City Council on November 16, 2010.

#### FISCAL IMPACT

The cost of the contract is \$4,987,510, plus a 10% contingency in the amount of \$498,751, for a not-to-exceed amount of \$5,486,261. There are sufficient funds budgeted for the Serra Substation Construction Project within the Serra Substation Re-Build project, in the Electric Utility Capital Fund

approved as part of the FY 2019/20 Adopted Budget.

**COORDINATION**

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

**PUBLIC CONTACT**

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

**RECOMMENDATION**

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

Reviewed by: Manuel Pineda, Chief Electric Utility Officer

Approved by: Deanna J. Santana, City Manager



## Agenda Report

20-1125

Agenda Date: 1/14/2020

### REPORT TO COUNCIL

#### **SUBJECT**

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

#### **BACKGROUND**

The City receives federal financial assistance from the U.S. Department of Transportation (DOT) through the California Department of Transportation (Caltrans) for various public improvement projects. Projects include, but are not limited to, pavement rehabilitation, trail rehabilitation, safe routes to school improvements, bicycle lane improvements, and traffic-related improvements. Currently, the City has been awarded approximately \$15 million in grant funding from various agencies, including the State of California, Bay Area Air Quality Management District, Santa Clara Valley Transportation Authority, Federal Highway Administration, and Metropolitan Transportation Commission. A significant amount of this grant money (over \$10 million) comes from the federal government through the Federal Highway Administration, a division of DOT. As a condition of receiving assistance from the federal government, the City is required to sign the Caltrans Disadvantaged Business Enterprise (DBE) Implementation Agreement (Agreement).

#### **DISCUSSION**

The Agreement requires the City to ensure that DBEs have an equal opportunity to receive and participate in DOT-assisted contracts and that the City's policy:

- Does not discriminate in the award and administration of DOT-assisted contracts.
- Creates a level playing field on which DBEs can compete fairly for DOT-assisted contracts.
- Ensures that the DBE participation percentage is narrowly tailored, in accordance with applicable law.
- Ensures that only firms that fully meet 49 CFR 26 eligibility standards are permitted to participate as DBEs.
- Helps remove barriers to the participation of DBEs in Federal-aid contracts.
- Assists with the development of firms so that they can compete successfully in the marketplace outside the DBE Program.

In May 2006, the City executed an Agreement with Caltrans and an updated Agreement was executed in April 2009. In September 2019, The City received notification from Caltrans that the existing Agreement is outdated and a new Agreement (Attachment No. 1) requires City approval. Staff has reviewed the proposed Agreement and there are no significant changes.

Past practice has been for the Council to authorize City Manager approval for each individual Agreement. In an effort to streamline the execution of these Agreements in the future, the proposed resolution (Attachment 2) authorizes the City Manager, or his/her designee, to execute this proposed Agreement as well as all future California Department of Transportation Disadvantaged Business Enterprise Implementation Agreements. The authorization will be effective from the date of adoption of the Resolution.

### **ENVIRONMENTAL REVIEW**

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

### **FISCAL IMPACT**

There is no fiscal impact other than staff time.

### **COORDINATION**

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

### **PUBLIC CONTACT**

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

### **RECOMMENDATION**

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

Reviewed by: Craig Mobeck, Director of Public Works

Approved by: Deanna J. Santana, City Manager

### **ATTACHMENTS**

1. Disadvantaged Business Enterprise Implementation Agreement
2. Resolution

**EXHIBIT 9-A DBE IMPLEMENTATION AGREEMENT FOR LOCAL AGENCIES****CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) DISADVANTAGED  
BUSINESS ENTERPRISE (DBE) IMPLEMENTATION AGREEMENT**

For the City of SANTA CLARA, hereinafter referred to as  
“SUB-RECIPIENT.”

**I. Definition of Terms**

The terms used in this agreement have the meanings defined in 49 CFR 26.5.

**II. Objective/Policy Statement (49 CFR 26.1 and 26.23)**

SUB-RECIPIENT intends to receive federal financial assistance from the U. S. Department of Transportation (DOT) through the California Department of Transportation (Caltrans), and as a condition of receiving this assistance, SUB-RECIPIENT will sign the California Department of Transportation Disadvantaged Business Enterprise Implementation Agreement (hereinafter referred to as Agreement). SUB-RECIPIENT agrees to implement the State of California, Department of Transportation Disadvantaged Business Enterprise (DBE) Program Plan (hereinafter referred to as the DBE Program Plan) as it pertains to local agencies. The DBE Program Plan is based on U.S. Department of Transportation (DOT), 49 CFR 26 requirements.

It is the policy of SUB-RECIPIENT to ensure that DBEs, as defined in 49 CFR 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also SUB-RECIPIENT's policy:

- To ensure nondiscrimination in the award and administration of DOT-assisted contracts.
- To create a level playing field on which DBE's can compete fairly for DOT-assisted contracts.
- To ensure that the DBE participation percentage is narrowly tailored, in accordance with applicable law.
- To ensure that only firms that fully meet 49 CFR 26 eligibility standards are permitted to participate as DBEs.
- To help remove barriers to the participation of DBEs in Federal-aid contracts.
- To assist the development of firms that can compete successfully in the market place outside the DBE Program.

**III. Nondiscrimination (49 CFR 26.7)**

SUB-RECIPIENT will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the local agency components of the DBE Program Plan, SUB-RECIPIENT will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

**IV. Annual DBE Submittal Form (49 CFR 26.21)**

SUB-RECIPIENT will provide to the Caltrans District Local Assistance Engineer (DLAE) a completed “*Local Agency DBE Annual Submittal Form*” (Exhibit 9-B), by June 30 of each year for the following Federal Fiscal Year (FFY). This form must include the name, phone number, email address of the designated Disadvantaged Business Enterprise Liaison Officer (DBELO), and the choice of Prompt Pay Provision to be used by SUB-RECIPIENT for the following FFY.

- V. Race-Neutral Means of Meeting Caltrans Overall Statewide Annual DBE Goal (49 CFR 26.51(a))**  
Caltrans expects SUB-RECIPIENT to meet the maximum feasible portion of Caltrans Overall Statewide Annual DBE Goal through race-neutral means of facilitating DBE participation. Race-neutral DBE participation includes when a DBE wins a prime contract through customary competitive procurement procedures, is awarded a subcontract on a prime contract that does not carry a DBE goal, or even if there is a DBE goal, wins a subcontract from a prime contractor that did not consider its DBE status in making the award (e.g., a prime contractor that uses a strict low-bid system to award subcontracts). Race-neutral means include, but are not limited to, the following:
1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate the participation of DBE and other small businesses (e.g., unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own forces);
  2. Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs and other small businesses obtain bonding and financing);
  3. Providing technical assistance and other services;
  4. Carrying out information and communication programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs and other small businesses on SUB-RECIPIENT mailing lists of bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate);
  5. Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;
  6. Providing services to help DBEs and other small businesses improve long-term development, increase opportunities to participate in a variety of types of work, handle increasingly significant projects, and achieve eventual self-sufficiency;
  7. Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has historically been low;
  8. Ensuring distribution of your DBE directory through print and electronic means to the widest feasible universe of potential prime contractors; and
  9. Assisting DBEs and other small businesses to develop their capability to utilize emerging technology and conduct business through electronic media.
- VI. Race-conscious Means of Meeting Caltrans Overall Statewide Annual DBE Goal (49 CFR 26.51(d))**  
SUB-RECIPIENT must establish DBE contract goals to meet any portion of Caltrans Overall Statewide Annual DBE Goal that cannot be achieved through race-neutral means.
- VII. Quotas (49 CFR 26.43)**  
SUB-RECIPIENT will not use quotas or set-asides in any way in the administration of the local agency component of the DBE Program Plan.
- VIII. DBE Liaison Officer (DBELO) (49 CFR 26.25)**  
SUB-RECIPIENT has designated a DBE Liaison Officer. The DBELO is responsible for implementing the DBE Program Plan as it pertains to the SUB-RECIPIENT, and ensures that the SUB-RECIPIENT is fully and properly advised concerning DBE Program Plan matters. The DBELO has a staff of two professional employees assigned to the DBE program on a full-time basis. The name, address, telephone



number, email address, and an organization chart displaying the DBELO's position in the organization are found in

Attachment   A   to this Agreement. This information will be updated annually and included on the DBE Annual Submittal Form.

The DBELO is responsible for developing, implementing, and monitoring the SUB-RECIPIENT's requirements of the DBE Program Plan in coordination with other appropriate officials. Duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Works with all departments to determine DBE contract goals.
4. Ensures that bid notices and requests for proposals are made available to DBEs in a timely manner.
5. Analyzes DBE participation and identifies ways to encourage participation through race-neutral means.
6. Participates in pre-bid meetings.
7. Advises the CEO/governing body on DBE matters and DBE race-neutral issues.
8. Provides DBEs with information and recommends sources to assist in preparing bids, obtaining bonding and insurance.
9. Plans and participates in DBE training seminars.
10. Provides outreach to DBEs and community organizations to fully advise them of contracting opportunities.

#### **IX. Federal Financial Assistance Agreement Assurance (49 CFR 26.13)**

Each agreement SUB-RECIPIENT signs with Caltrans must include the following assurance:

The SUB-RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract, or in the administration of its DBE Program, or the requirements of 49 CFR 26. The SUB-RECIPIENT shall take all necessary and reasonable steps under 49 CFR 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The SUB-RECIPIENT's DBE Program, as required by 49 CFR 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the SUB-RECIPIENT of its failure to carry out its approved program, Caltrans may impose sanctions as provided for under 49 CFR 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

Each contract SUB-RECIPIENT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the SUB-RECIPIENT deems appropriate.

#### **X. DBE Financial Institutions (49 CFR 26.27)**

SUB-RECIPIENT must investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions.

Information on the availability of such institutions can be obtained from the DBELO. The Caltrans Disadvantaged Business Enterprise Program may offer assistance to the DBELO.

**XI. Directory (49 CFR 26.31)**

SUB-RECIPIENT will refer interested persons to the Unified Certification Program DBE directory available from the Caltrans Disadvantaged Business Enterprise Program's website at:

[www.dot.ca.gov/hq/bep](http://www.dot.ca.gov/hq/bep).

**XII. Required Contract Clauses (49 CFR 26.13 and 26.29)**

SUB-RECIPIENT ensures that the following clauses or equivalent will be included in each DOT-assisted prime contract:

**A. Contract Assurance**

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as SUB-RECIPIENT deems appropriate.

**NOTE:** This language is to be used verbatim, as is stated in "*Required Federal-aid Contract Language*" (Exhibit 12-G). See also 49 CFR 26.13(b).

**B. Prompt Payment**

**Prompt Progress Payment to Subcontractors**

The local agency shall require contractors and subcontractors to be timely paid as set forth in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 7-day is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over thirty (30) days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

**Prompt Payment of Withheld Funds to Subcontractors**

The local agency shall ensure prompt and full payment of retainage from the prime contractor to the subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed and accepted. This shall be accompanied by including; either (1), (2), or (3) of the following provisions [local agency equivalent will need Caltrans approval] in their federal-aid contracts to ensure prompt and full payment of retainage [withheld funds] to subcontractors in compliance with 49 CFR 26.29.

1. No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or



impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

2. No retainage will be held by the agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor in thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.
3. The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within thirty (30) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance; and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

### **XIII. Local Assistance Procedures Manual**

The SUB-RECIPIENT will advertise, award and administer Federal-aid contracts in accordance with the current [Local Assistance Procedures Manual \(LAPM\)](#) including [forms and Exhibits](#).

### **XIV. Vehicle Manufacturers/Specialized Equipment (§26.49)**

If Federal-aid contracts will include vehicle/specialized equipment procurements, SUB-RECIPIENT will require each vendor, as a condition of being authorized to bid or propose on vehicle/specialized equipment procurements, to certify that it has complied with the requirements of 49 CFR 26.69.

### **XV. Reporting to the DLAE**

SUB-RECIPIENT will promptly submit a copy of the Consultant Proposal DBE Commitment (Exhibit 10-01) at the time of award of the consultant contract.

SUB-RECIPIENT will promptly submit a copy of Consultant Contract DBE Information (Exhibit 10-02) or the Local Agency Bidder DBE Commitment (Construction Contracts) (Exhibit 15-G) to the DLAE within 30 days after execution of consultant or construction contract.

SUB-RECIPIENT will promptly submit a copy of the Final Report-Utilization of DBE, First-Tier

Subcontractors (Exhibit 17-F) of the LAPM, immediately upon completion of each consultant or construction contract.

**XVI. Certification (§26.83(a))**

SUB-RECIPIENT ensures that only DBE firms currently certified by the California Unified Certification Program (CUCP) will participate as DBEs on Federal-aid contracts.

**XVII. Confidentiality**

SUB-RECIPIENT will safeguard from disclosure to third parties, information that may reasonably be regarded as confidential business information consistent with federal, state, and local laws.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name and Title)  
ADMINISTERING AGENCY  
(Authorized Governing Body Representative)

Phone #: \_\_\_\_\_

This California Department of Transportation's Disadvantaged Business Enterprise Program Implementation Agreement is accepted by:

\_\_\_\_\_  
(Signature of DLAE)

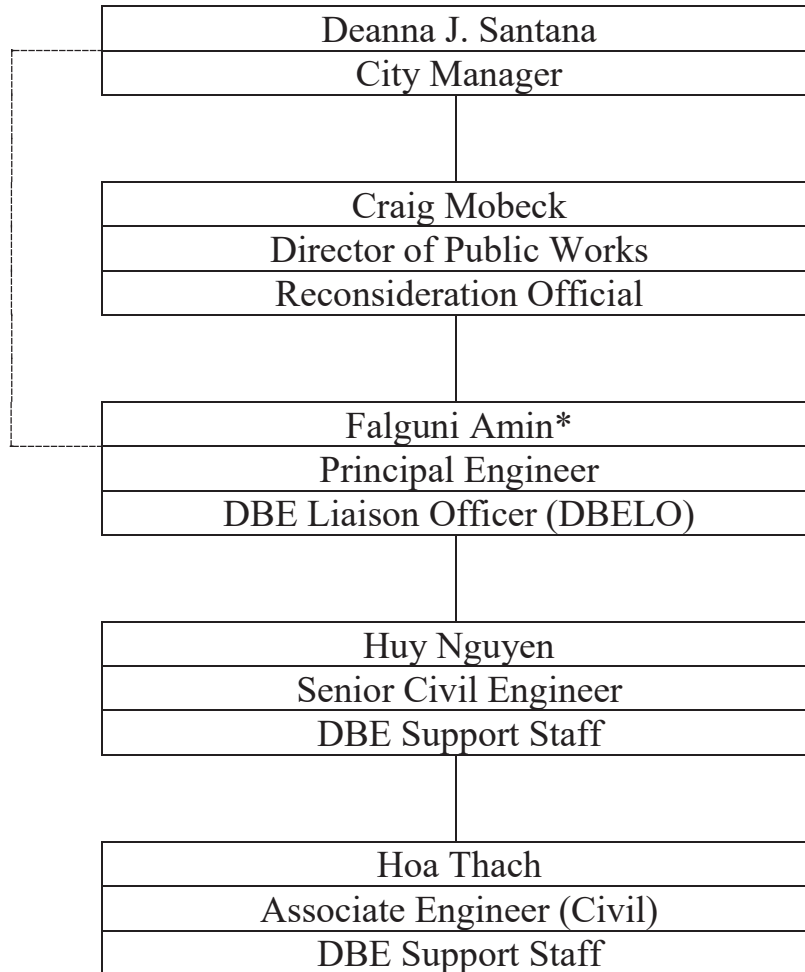
Date: \_\_\_\_\_

\_\_\_\_\_  
(Print Name of DLAE)

**Distribution:** (1) Original – DLAE  
(2) Signed copy by the DLAE – Local Agency

## **ATTACHMENT A**

### **City of Santa Clara DBE Organization Chart**



\* DBELO has direct access to the City Manager concerning DBE matters.

**Address:**

Department of Public Works

1500 Warburton Avenue

Santa Clara, CA 95050

Main Office: (408) 615-3000

Direct Line: (408) 615-3015

Fax number: (408) 985-7936

Email address: [FAmin@santaclaraca.gov](mailto:FAmin@santaclaraca.gov)

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF SANTA CLARA,  
CALIFORNIA AUTHORIZING THE CITY MANAGER, OR  
HIS/HER DESIGNEE, TO EXECUTE ALL CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
DISADVANTAGED BUSINESS ENTERPRISE  
IMPLEMENTATION AGREEMENTS.**

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

**WHEREAS,** the City receives federal financial assistance from the U.S. Department of Transportation through the California Department of Transportation (Caltrans) for various public improvement projects; and,

**WHEREAS,** as a condition of receiving assistance from the federal government, the City is required to sign the Caltrans Disadvantaged Business Enterprise (DBE) Implementation Agreement; and,

**WHEREAS,** the Caltrans DBE Implementation Agreement requires the City to ensure that DBEs have an equal opportunity to receive and participate in DOT-assisted contractors and that the City's policy:

- (a) Does not discriminate in the award and administration of DOT-assisted contracts.
- (b) Creates a level playing field on which DBE's can compete fairly for DOT-assisted contracts.
- (c) Ensures that the DBE participation percentage is narrowly tailored, in accordance with applicable law.
- (d) Ensures that only firms that fully meet Title 49 of the Code of Federal Regulations section 26 eligibility standards are permitted to participate as DBEs.
- (e) Helps remove barriers to the participation of DBEs in Federal-aid contracts.

- (f) Assists the development of firms that can compete successfully in the market place outside the DBE Program.

**NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA**

**CLARA AS FOLLOWS:**

1. That the City Manager, or his/her designee, is hereby authorized and empowered to execute in the name of the City of Santa Clara all California Department of Transportation Disadvantaged Business Enterprise Implementation Agreements.
2. That the authorization is effective from the date of adoption of this resolution.
3. Constitutionality, severability. If any section, subsection, sentence, clause, phrase, or word of this resolution is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the resolution. The City of Santa Clara, California, hereby declares that it would have passed this resolution and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

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

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

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST:\_\_\_\_\_

NORA PIMENTEL, MMC.  
ASSISTANT CITY CLERK  
CITY OF SANTA CLARA

Attachments incorporated by reference: 19-1125 Report to Council 11-19-2019.



## Agenda Report

20-1429

Agenda Date: 1/14/2020

### REPORT TO COUNCIL

#### **SUBJECT**

Action on Amendment No. 1 to an Agreement for Services with Hulberg and Associates, Inc. dba Valbridge Property Advisors for Easement and Parcel Assessment Services  
[Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure]

#### **BACKGROUND**

The City of Santa Clara's Electric Utility, Silicon Valley Power (SVP), requires appraisal services for the acquisition of easements to facilitate construction of new electrical facilities. SVP must know the Fair Market Value of a property when an easement is necessary in order to negotiate a fair price for the land rights.

SVP has contracted with Valbridge Property Advisors (Valbridge) to perform property appraisals associated with easements, rent determination, and property acquisitions for various projects.

SVP currently has a Capital Improvement Project entitled "Transmission System Reinforcements" that involves the construction of approximately three and one-half miles of overhead transmission lines, which will increase system capacity and improve system reliability. Then project will require acquisition of over 40 easements.

#### **DISCUSSION**

In October 2018, the City entered into a three-year agreement with Valbridge to provide easement and parcel assessments services for City and non-City property within and outside the City limits. This agreement was the result of a competitive Request for Proposal (RFP) process and Valbridge was selected based on experience and because it bid the lowest cost.

Because the scope of work for the Transmission System Reinforcement project's easement appraisals are consistent with the scope of work that Valbridge is performing under their current three-year agreement, Staff is proposing to enter into Amendment No. 1 to add additional funding in the amount of \$200,000 for appraisal services for the Transmission System Reinforcements project. Valbridge will perform property evaluations as part of the acquisition of over 40 easements.

#### **ENVIRONMENTAL REVIEW**

This action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

#### **FISCAL IMPACT**

The total cost of Amendment No. 1 to the Agreement for Services with Hulberg and Associates, Inc. dba Valbridge Property Advisors will not exceed \$300,000. Sufficient funds in fiscal year 2019-2020

are available in the Electric Utility Capital Fund in the Transmission System Reinforcements project.

**COORDINATION**

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

**PUBLIC CONTACT**

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

**RECOMMENDATION**

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

Reviewed by: Manuel Pineda, Chief Electric Utility Officer

Approved by: Deanna J. Santana, City Manager

**ATTACHMENTS**

1. Amendment No. 1



**AMENDMENT NO. 1  
TO THE AGREEMENT FOR SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
HULBERG AND ASSOCIATES, INC. DBA VALBRIDGE PROPERTY ADVISORS**

**PREAMBLE**

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Hulberg and Associates, Inc. dba Valbridge Property Advisors, a California corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

**RECITALS**

- A. The Parties previously entered into an agreement entitled "Agreement for Services Between the City of Santa Clara, California, and Hulberg and Associates, Inc. dba Valbridge Property Advisors", dated October 5, 2018 (the "Original Agreement"); and
- B. The Parties entered into the Original Agreement for the purpose of having Contractor provide easement and parcel assessment services for City and non-City property within and outside the City limits on an as-needed basis, and the Parties now wish to amend the Original Agreement to increase the maximum compensation by \$200,000.

The Parties agree as follows:

**AGREEMENT TERMS AND CONDITIONS**

**1. COMPENSATION AND PAYMENT**

Paragraph 6 of the Original Agreement, entitled "Compensation and Payment" is hereby amended by deleting the existing paragraph 6 in its entirety and replacing it with the following:

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is three hundred thousand dollars (\$300,000.00), 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 circumstances.

## 2. TERMS

All other terms of the Original Agreement which are not in conflict with the provisions of this Amendment No. 1 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

Approved as to Form:

Dated: \_\_\_\_\_

\_\_\_\_\_  
BRIAN DOYLE  
City Attorney

\_\_\_\_\_  
DEANNA J. SANTANA  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

"CITY"

**HULBERG AND ASSOCIATES, INC. DBA VALBRIDGE PROPERTY ADVISORS**  
a California corporation

Dated: \_\_\_\_\_

By (Signature): \_\_\_\_\_

Name: Norman C. Hulberg

Title: Senior Managing Director

Principal Place of Business Address: 55 South Market Street, Suite 1210  
San Jose, CA 95113

Email Address: nhulberg@valbridge.com

Telephone: (408) 279-1520 ext. 7142

Fax: (408) 279-3428

"CONTRACTOR"



## Agenda Report

20-1450

Agenda Date: 1/14/2020

### REPORT TO COUNCIL

#### **SUBJECT**

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

[Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure]

#### **BACKGROUND**

At the December 10, 2019 Council meeting, proposed Ordinance No. 2011 was introduced and passed for the purpose of publication. Pursuant to City Charter Sections 808 and 812, a summary of proposed Ordinance No. 2011 was published by The Weekly on December 18, 2019, and copies were posted in three public places. The Ordinance now comes to Council for final adoption.

#### **DISCUSSION**

Proposed Ordinance No. 2011 would modify the City's architectural review process, in the interest of streamlining the review process and avoiding any potential due process issues associated with appeals. At the December 10, 2019 Council meeting, the Council considered two alternatives for the ordinance, one that would have maintained an Architectural Committee but change the composition to three Planning Commissioners ("Alternative 1") and another that would establish an administrative hearing process conducted by staff ("Alternative 2").

The Council selected Alternative 2, under which staff will make a determination to approve or deny the architectural design of a project based upon the consistency of the project with adopted ordinances and guidelines. In most cases the initial staff action could then be appealed, once, to a higher decision-making body (e.g., the Planning Commission or the City Council). Generally, this process reduces the time and costs associated with architectural review, particularly for routine items, while allowing more controversial projects to progress to review by a higher hearing body.

The Planning Commission would, however, remain involved in the architectural review of properties listed on the Historic Resource Inventory (HRI) as well as projects located within 200 feet of HRI properties. The Architectural Committee currently issues Significant Properties Alteration (SPA) permits for such properties; under the Proposed ordinance, the Planning Commission would issue the SPA permits. The Planning Commission would also act as the appeal body for single-family residential projects, while all other architectural appeals would be considered by the City Council alone.

#### **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 administrative staff time and expense.

**COORDINATION**

This report has been coordinated with the Community Development Department and the Finance Department.

**PUBLIC CONTACT**

A summary of proposed Ordinance No. 2011 was published to the Santa Clara Weekly on December 18, 2019, and copies were posted in three public places and made available for public inspection at the City Clerk's Office.

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

**RECOMMENDATION**

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

Reviewed by: Brian Doyle, City Attorney

Approved by: Deanna J. Santana, City Manager

**ATTACHMENTS**

1. Ordinance No. 2011 - Introduction

ORDINANCE NO. 2011

AN ORDINANCE OF THE CITY OF SANTA CLARA,  
CALIFORNIA AMENDING CHAPTER 18.76,  
("ARCHITECTURAL REVIEW") OF TITLE 18 ("ZONING")  
OF "THE CODE OF THE CITY OF SANTA CLARA,  
CALIFORNIA" AND MAKING OTHER CLARIFYING  
CHANGES

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

**WHEREAS**, Chapter 18.76 ("Architectural Review") of Title 18 ("Zoning") of "The Code of the City of Santa Clara, California" ("SCCC") establishes the procedure for Architectural Review for new construction within the City of Santa Clara;

**WHEREAS**, SCCC Chapter 18.76 establishes an Architectural Committee, which includes two Planning Commissioners and one appointee by the City Council, who are responsible for the initial decision for Architectural Review approvals;

**WHEREAS**, the current procedure includes multiple levels of appeals, with an initial appeal to the Planning Commission and ultimately to the City Council; and,

**WHEREAS**, the City Council now intends to vest the authority for initial architectural review decisions in the Director of Community Development, and to provide for the Planning Commission as the appeal body for the architectural review of single-family residences and the City Council as the appeal body for the architectural review of all other projects.

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

**SECTION 1:** That Chapter 18.76 (entitled "Architectural Review") of Title 18 (entitled "Zoning") of "The Code of the City of Santa Clara, California" ("SCCC") is amended to read as follows:

"Chapter 18.76

#### ARCHITECTURAL REVIEW

Sections:

18.76.010 Intent.

18.76.020 Architectural review process.

**18.76.010 Intent.**

The City Council of the City of Santa Clara finds, determines and declares that in order to encourage the orderly and harmonious appearance of structures and property; maintain the public health, safety and welfare; maintain the property and improvement values throughout the City and to encourage the physical development of the City as intended by the general plan; there is hereby established the architectural review process.

**18.76.020 Architectural review process.**

(a) Architectural review shall be the responsibility of the Director of Community Development or designee ("Director").

(b) Before action is taken on an application for the issuance of a permit for any sign, building, structure, or alteration of the exterior of a structure in any zone district, plans and drawings of such sign, building or alteration shall be submitted, in such form and detail as the Director may prescribe. The Director shall approve or deny the architectural design without a hearing unless the type of project is listed in subsection (c).

(c) The Director shall conduct a public hearing, titled the "Development Review Hearing," after providing notice pursuant to Section 18.112.060, for the following types of projects:

- (1) New or expanded single-family homes resulting in:
  - (A) Five or more bedrooms; or; or
  - (B) Five or more bathrooms; or
  - (C) Two or more bedrooms with direct exterior access
- (2) Residential parcel or subdivision maps and any associated development plans.
- (3) New multi-family developments of any size.
- (4) New freestanding non-residential development greater than 5,000 square feet in size.
- (5) Modifications or additions to existing non-residential development, where the modification or addition is greater than 20,000 square feet in size.
- (6) Demolition or alterations to properties on the City's Historic Resources Inventory (HRI).
- (7) Any other project not listed above that the Director determines should be considered at a public hearing.

(d) In order to grant architectural approval, the findings and determinations shall be that the proposed development, as set forth in such plans and drawings to be approved, is based on the following standards of architectural design:

- (1) That any off-street parking areas, screening strips and other facilities and improvements necessary to secure the purpose and intent of this title and the general plan of the City are a part of the proposed development.
- (2) That the design and location of the proposed development and its relation to neighboring developments and traffic is such that it will not impair the desirability of

investment or occupation in the neighborhood, will not unreasonably interfere with the use and enjoyment of neighboring developments, and will not create traffic congestion or hazard.

(3) That the design and location of the proposed development is such that it is in keeping with the character of the neighborhood and is such as not to be detrimental to the harmonious development contemplated by this title and the general plan of the City.

(4) That the granting of such approval will not, under the circumstances of the particular case, materially affect adversely the health, comfort or general welfare of persons residing or working in the neighborhood of said development and will not be materially detrimental to the public welfare or injurious to property or improvements in said neighborhood.

(5) That the proposed development, as set forth in the plans and drawings, are consistent with the set of more detailed policies and criteria for architectural review as approved and updated from time to time by the City Council, which set shall be maintained in the planning division office. The policies and criteria so approved shall be fully effective and operative to the same extent as if written into and made a part of this title.

(e) The Director may require the applicant or owner of any such proposed development, as a condition to the approval of any such proposal, to modify buildings, parking areas, landscaping, signs, and other facilities and improvements deemed necessary to secure the purposes of this title and general plan of the City, and may require guarantees and evidence that such conditions will be complied with by the applicant.

(f) If the Director is unable to make the findings and determinations prerequisite to the granting of architectural approval pursuant to subsection (e) of this section, the application shall be denied.

(g) The Director shall render a decision on any application for architectural approval within forty (40) days following a determination by the planning division office that the application is complete, except where the applicant consents to an extension of time. Failure to



render a decision within said period of forty (40) days and said period of extension consented to by applicant shall be deemed to be a decision of denial.

(h) The granting of any architectural approval, when conforming to the provisions of this section, shall be final and conclusive, except in the event of an appeal and referral as hereinafter provided.

(i) In the event the applicant or any interested party are not satisfied with the decision of the Director or designee for a single-family residential project, they may within seven (7) days after such decision, appeal in writing to the Planning Commission.

(j) For a project other than a single-family residential project, in the event the applicant or any interested party are not satisfied with the decision of the Director they may within seven (7) days after such decision, appeal in writing to the City Council, in accordance with the procedures set forth in SCCC 18.108.060(b). In the event the applicant or any interested party are not satisfied with the decision of the Planning Commission for a single-family residential project, they may within seven (7) days after such decision, appeal in writing to the City Council, in accordance with the procedures set forth in SCCC 18.108.060(b). Said appeal shall be taken by the filing of a notice in writing to that effect with the City Clerk. All appeals of Architectural Review approvals will be heard de novo. The Director of Community Development may refer any application for architectural consideration to the City Council for its decision with the same effect as if an appeal had been taken.

(k) No permit shall be issued, and no structure, building, or sign shall be constructed or used in any case hereinabove mentioned until such plans and drawings have been approved by the Director, or on referral to the Planning Commission or City Council by the Director, and no appeal or review is pending and the time to appeal has expired. In the event of an appeal by the applicant or others affected, or action to review is taken by the Planning Commission or City Council, no such permit shall be granted until the matter has been finally acted upon and final

approval has been received. All signs, buildings, structures, and grounds shall be in accordance with the plans and drawings as finally approved.

(l) Said approvals shall be on file with the City planning division office.

(m) Any architectural review approval granted in accordance with the terms of this title shall be automatically revoked and terminated if not used within two years of original grant or within the period of any authorized extensions thereof."

**SECTION 2:** That Section 18.06.005 (entitled "Certain words and tenses") of Chapter 18.76 (entitled "Architectural Review") of Title 18 (entitled "Zoning") of "The Code of the City of Santa Clara, California" ("SCCC") is amended to read as follows:

**"18.06.005 Certain words and tenses.**

All words used in the present tense shall include the future tense; all words in the plural number shall include the singular number and all words in the singular number shall include the plural number, unless the natural construction of the wording indicates otherwise. The word "lot" indicates the word "plot," the word "building" includes the word "structures," and the word "shall" is mandatory and not directory. The word "City" as used herein shall mean the City of Santa Clara, State of California; the words "City Council" shall mean the City Council of the City of Santa Clara, State of California; the words "Planning Commission" shall mean the City Planning Commission of the City of Santa Clara, State of California."

**SECTION 3:** That Paragraph (3) (entitled "Masonry") of Subsection (m) (entitled "M" definitions') of Section 18.06.010 (entitled "Definitions") of Chapter 18.06 (entitled "Definitions") of Title 18 (entitled "Zoning") of "The Code of the City of Santa Clara, California" ("SCCC") is amended to read as follows:

“(3) “Masonry” means a hard, durable building material such as brick, stone, or concrete (both block and precast), or an equivalent approved by the Director of Community Development.”

**SECTION 4:** That Paragraph (6) of Subsection (a) of Section 18.34.030 (entitled “Permitted Uses”) of Chapter 18.76 (entitled “Regulations for CN - Neighborhood Commercial Zoning Districts”) of Title 18 (entitled “Zoning”) of “The Code of the City of Santa Clara, California” (“SCCC”) is amended to read as follows:

“(6) Restaurants, excluding those which sell or serve alcoholic beverages. Outdoor use of designated seating areas for twelve (12) or fewer customers of such restaurants, within an area of two hundred fifty (250) square feet or less, is allowed if Director of Community Development approval is obtained and such outdoor use is operated in conformance with any conditions of approval.”

**SECTION 5:** That Subsection (c) of Section 18.42.120 (entitled “Open landscaped area”) of Chapter 18.76 (entitled “Regulations for CP – Commercial Park Zoning Districts”) of Title 18 (entitled “Zoning”) of “The Code of the City of Santa Clara, California” (“SCCC”) is amended to read as follows:

“(c) An alternative proposal, equal to or exceeding the open landscaped area provisions provided herein, may be used subject to approval by the Director of Community Development in accordance with the provisions of Chapter 18.76 SCCC.”

**SECTION 6:** That Subsection (c) of Section 18.46.120 (entitled “Open landscaped area”) of Chapter 18.46 (entitled “Regulations for MP – Planned Industrial Zoning Districts”) of Title 18 (entitled “Zoning”) of “The Code of the City of Santa Clara, California” (“SCCC”) is amended to read as follows:

“(c) An alternative proposal, equal to or exceeding the open landscaped area provisions provided herein, may be used subject to approval by the Director of Community Development in accordance with the provisions of Chapter 18.76 SCCC.”

**SECTION 7:** That Subsection (c) of Section 18.48.120 (entitled “Open landscaped area”) of Chapter 18.48 (entitled “Regulations for ML - Light Industrial Zoning Districts”) of Title 18 (entitled “Zoning”) of “The Code of the City of Santa Clara, California” (“SCCC”) is amended to read as follows:

“(c) An alternative proposal, equal to or exceeding the open landscaped area provisions provided herein, may be used subject to approval by the Director of Community Development in accordance with the provisions of Chapter 18.76 SCCC.”

**SECTION 8:** That Subsection (f) (entitled “Outdoor Storage and Exposed Mechanical Equipment”) of Section 18.48.140 (entitled “Additional development standards”) of Chapter 18.48 (entitled “Regulations for ML – Light Industrial Zoning Districts”) of Title 18 (entitled “Zoning”) of “The Code of the City of Santa Clara, California” (“SCCC”) is amended to read as follows:

“(f) Outdoor Storage and Exposed Mechanical Equipment. Subject to the requirements above listed, outdoor storage and exposed mechanical equipment shall not exceed six feet in height within the first six feet immediately adjacent to the front or street side yard setback line or any interior side or rear lot line. Beyond this point, storage may extend to a maximum height of ten feet. Height of mechanical equipment and any accompanying screening shall be subject to Director of Community Development approval.”

**SECTION 9:** That Subsection (c) of Section 18.50.120 (entitled "Open landscaped area") of Chapter 18.50 (entitled "Regulations for MH – Heavy Industrial Zoning Districts") of Title 18 (entitled "Zoning") of "The Code of the City of Santa Clara, California" ("SCCC") is amended to read as follows:

"(c) An alternative proposal, equal to or exceeding the open landscaped area provisions provided herein, may be used subject to approval by the Director of Community Development in accordance with the provisions of Chapter 18.76 SCCC."

**SECTION 10:** That Subsection (f) (entitled "Outdoor storage and exposed mechanical equipment") of Section 18.50.140 (entitled "Additional development standards") of Chapter 18.50 (entitled "Regulations for MH – Heavy Industrial Zoning Districts") of Title 18 (entitled "Zoning") of "The Code of the City of Santa Clara, California" ("SCCC") is amended to read as follows:

"(f) Outdoor Storage and Exposed Mechanical Equipment. Subject to the above listed requirements, outdoor storage and exposed mechanical equipment shall not exceed six feet in height within the first six feet immediately adjacent to the front or street side yard setback line, or any interior side or rear lot line.

Beyond the above described storage and equipment setback line, storage may extend an additional one foot in height for each one foot of setback but shall not exceed the maximum building height established in SCCC 18.50.070.

Height of mechanical equipment and any accompanying screening shall be subject to Director of Community Development approval."

**SECTION 11:** That Section 18.56.110 (entitled "Architectural committee review not required") of Chapter 18.56 (entitled "Planned Development – Master Community

Zoning Districts”) of Title 18 (entitled “Zoning”) of “The Code of the City of Santa Clara, California” (“SCCC”) is retitled “Director of Community Development review not required” and amended to read as follows:

**“18.56.110 Director of Community Development review not required.**

Notwithstanding SCCC 18.76.020, Architectural review process, no review by the Director of Community Development shall be required for any approvals or permits granted for development within a PD-MC district. The review of the development area plans by the Planning Commission and City Council shall constitute an equivalent of the review envisioned by Chapter 18.76 SCCC, Architectural Review.

After the initial approval and construction of the development area plan, remodels and additions to the buildings and sites in the master community plan shall be handled through the usual architectural review requirements of Chapter 18.76 SCCC, Architectural Review, in accordance with the design guidelines and development standards.”

**SECTION 12:** That Section 18.58.060 (entitled “Architectural control”) of Chapter 18.58 (entitled “Regulations for HT – Historic Combining Districts”) of Title 18 (entitled “Zoning”) of “The Code of the City of Santa Clara, California” (“SCCC”) is amended to read as follows:

**“18.58.060 Architectural control.**

No exterior or interior changes may be made that would compromise the historic integrity of the building, property or significant landscaping features within a historic combining zone district. Minor improvements, excluding changes such as painting or other activities associated with routine maintenance that need no approval, may be

approved by the Zoning Administrator, Planning Commission and/or the City Council upon referral by the Zoning Administrator. Any request for approval may be denied by the Zoning Administrator if he/she, or any other reviewing body upon referral by the Zoning Administrator, finds that such request would jeopardize the building's architectural or historical integrity or value."

**SECTION 13:** That Subsection (b) of Section 18.64.040 (entitled "Eight-foot fences") of Chapter 18.64 (entitled "Special Height Regulations") of Title 18 (entitled "Zoning") of "The Code of the City of Santa Clara, California" ("SCCC") is amended to read as follows:

"(b) Rear yard fencing abutting on any major thoroughfare of four or more motor vehicular traffic lanes may be erected and maintained up to, but not more than, eight feet in height. Such fencing shall be subject to review by the Director of Community Development in accordance with the procedures set forth in Chapter 18.76 SCCC and shall be subject to the prior approval as therein prescribed."

**SECTION 14:** That Section 18.68.020 (entitled "Minimum site development and maintenance standards") of Chapter 18.68 (entitled "Service Station Standards") of Title 18 (entitled "Zoning") of "The Code of the City of Santa Clara, California" ("SCCC") is amended to read as follows:

**"18.68.020 Minimum site development and maintenance standards.** In addition to the design standards set forth by the zone district in which the service station is located, the following shall apply:

(a) The following minimum landscaped improvements shall be installed and permanently maintained:

(1) A fifteen (15)-foot-wide planter area adjacent to any property line along a public street, with the exception of driveway entrances approved by the Director of Community Development. Minimum planter width shall be measured from the street right-of-way or official plan line.

(2) A five-foot-wide planter area adjacent to all other property lines.

(3) Each planter area shall be landscaped with ground cover, screening shrubs, and trees. Trees shall be spaced at either a minimum distance of thirty-six (36) feet on center or in an alternative design to accomplish an equivalent density of screening and degree of shading, as approved by the Director of Community Development in accordance with the provisions of Chapter 18.76 SCCC.

(4) Each planter area shall be surrounded with a six-inch raised concrete curbing or planning division-approved equivalent. An automatic irrigation system shall be installed and permanently maintained in working order in each separate planter area.

(b) Service station roofs shall be well designed with generous overhangs; the roofing shall be incombustible materials such as simulated shake or shingle, clay tile, cement tile, slate or other similar materials.

(c) Exterior walls of service stations shall be well designed and compatible with adjoining properties.

(d) The entire service area of the service station shall be paved with a permanent surface of concrete or asphalt. Any unpaved area of the site shall be landscaped and separated from the paved areas by a six-inch concrete curb or other equivalent planning division-approved barrier.



(e) Gasoline pump islands, canopies, compressed air connections, restrooms and similar facilities shall be set back a minimum of twenty-five (25) feet from any street right-of-way or official plan line.

(f) Points of cash or other payment shall be designed so as to provide a safe and adequate customer queuing area. Outdoor walk-up service facilities shall be located and designed so as to prevent adverse impacts on adjacent properties zoned residential or designated as residential in the general plan.

(g) Hydraulic hoists, pits and all lubrication, greasing, automobile washing and other service equipment shall be entirely enclosed within a building.

(h) Except as otherwise provided in this title, a solid masonry fence or wall a minimum of six feet in height and similar in color, module, and texture to those materials utilized in the building shall be erected and permanently maintained along all common property lines with residentially zoned property or with property designated as residential in the general plan, or as approved by the Director of Community Development.

(i) Exterior lighting shall be designed so that it is deflected away from adjacent properties and screened from direct view from the street right-of-way.

(j) Signs on the service station premises shall be so located as to not obstruct visibility for drivers or pedestrians. A minimum sight-distance triangle shall be maintained, as determined by the Engineering Department. All signs, except window signs not exceeding twenty-five percent (25%) of individual window area, shall be constructed and maintained within a permanent sign structure, as permitted by Chapter 18.80 SCCC, Sign Regulations.

(k) Auto service buildings shall be set back from the street right-of-way lines a minimum distance of forty (40) feet to provide an adequate area for maneuvering vehicles in the service area and to provide adequate visibility, particularly at intersections.

(l) Driveway locations and accesses shall be provided in accordance with adopted City standards.

(m) An adequate and accessible trash disposal area shall be provided. Said disposal area shall be screened from public view by a masonry enclosure, with solid wood gates, at least six feet in height.

(n) A minimum of eight marked parking spaces shall be provided for customers and employees. For self-service stations with no accessory uses, such as tune-ups or accessory sales, only two such marked spaces need be provided. All such spaces shall be located at least fifteen (15) feet from any street right-of-way or official plan line.

(o) Water and compressed air services shall be available and functioning for public use during station operating hours.

(p) A fully stocked or equipped restroom shall be consistently maintained so as to be available to the public during operating hours. Restroom facilities shall be designed to accommodate the disabled."

**SECTION 15:** That Subsection (e) (entitled Screening and landscaping") of Section 18.74.040 (entitled "Development standards") of Chapter 18.74 (entitled "Parking Regulations") of Title 18 (entitled "Zoning") of "The Code of the City of Santa Clara, California" ("SCCC") is amended to read as follows:

“(e) Screening and Landscaping. All open automobile parking areas which abut upon a public street right-of-way shall provide landscaping to a depth of at least ten feet of said street right-of-way and of any plan line, with openings for walkway or drive purposes in accordance with City standards.

An additional five percent of the gross lot area shall be devoted to landscaping. Major canopy trees shall be provided throughout the parking area and adjacent to buildings. Trees shall be spaced at either a minimum distance of thirty-six (36) feet on center or in an alternative design to accomplish an equivalent density of screening and degree of shading, as approved by the Director of Community Development.”

**SECTION 16:** That Section 18.106.010 (entitled “Definitions”) of Chapter 18.106 (entitled “Historic Preservation”) of Title 18 (entitled “Zoning”) of “The Code of the City of Santa Clara, California” (“SCCC”) is amended to read as follows:

**“18.106.010 Definitions.** For purposes of this chapter, the following words and phrases have the meanings ascribed to them in this section, unless the context or the provision clearly requires otherwise:

(a) “Alteration” means any change or expansion to an HRI property that involves (1) changes to the exterior of a structure, such as its surface materials or its architectural features, or (2) substantial reconfiguration of the interior space.

(b) “Architectural feature” means the architectural elements embodying the historical significance or architectural style, design, general arrangement, and components of all the exterior surfaces of a building or structure, including, but not limited to, the type of building materials, and type and style of windows, doors, design, arrangement, massing, texture, painted and unpainted surfaces and materials.

(c) Building. Refer to SCCC 18.06.010(b)(5).

(d) "California Register of Historical Resources" means the authoritative guide in California to be used by State and local agencies, private groups, and citizens to identify the State's historical resources and to indicate what properties are to be protected, to the extent prudent and feasible, from substantial adverse change. (Public Resources Code Section 5024.1(a))

(e) "Character-defining feature" means the architectural features of a building, structure, or object that help convey the significance of the HRI property and which were present during the period of significance.

(f) "Demolition" means the destruction, in whole or in part, of the original physical elements or building materials of an HRI property including features that contribute to its historic character, architecture and integrity. Notwithstanding the foregoing, alteration work that qualifies as a small project as defined in this chapter shall not constitute demolition.

(g) "Demolition by neglect" means negligence resulting in the deterioration and irreversible harm to the original features and materials of an HRI property leading to substantial deterioration and/or structural failure constituting a threat to public health, safety and visual impact to a street, neighborhood or defined geographic area.

(h) "Evaluation" means the process by which the significance and integrity of a building, structure, object or site is judged according to the National Park Service Standards set forth in 36 CFR Part 61 and using the designation criteria outlined in SCCC 18.106.040(a) (Designation Criteria).

(i) "Historic fabric" means those architectural form and character-defining features, such as siding, brick, stone, roofing or other materials visible on the structure, that are characteristic of the period of significance and therefore assist in portraying the style and historic significance of the HRI property from its most important time period.

(j) "Historic Resource Inventory" means the City of Santa Clara Historic Resource Inventory, which is incorporated into the 2010-2035 General Plan as Appendix 8.9 ("Historic Resource Inventory" or "HRI"), as may be amended from time to time.

(k) "HRI property" means a building, structure, object, or site currently included in the Historic Resource Inventory (HRI), which was designated as architecturally or historically significant by the City of Santa Clara pursuant to this chapter, or which the City added to the HRI prior to the effective date of this chapter.

(l) "Historic resources survey" means the process of systematically identifying, researching, photographing and documenting HRI properties within a defined geographic area and placed on a State of California DPR 523 series form. All surveys shall be conducted in accordance with the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation: Standards and Guidelines for Identification and Evaluation, as may be amended.

(m) "Historical and Landmarks Commission" or "HLC" means the Historical and Landmarks Commission (HLC) established pursuant to SCCC 2.120.100

(n) "Integrity" means the authenticity of an HRI property's historic identity, evidenced by the survival of an HRI property's visual and physical characteristics that existed during the HRI property's period of significance. Within the concept of integrity,

the National Register criteria recognize seven aspects or qualities that, in various combinations, define integrity. These seven aspects are location, design, setting, materials, workmanship, feeling and association.

(o) "Major alteration" means any significant change that is subject to Director of Community Development review and approval in accordance with Chapter 18.76 SCCC or pursuant to City policy or procedure.

(p) "National Register of Historic Places" means the National Historic Landmarks Register established pursuant to 54 U.S.C. Section 302101 et seq.

(q) "Period of significance" means the span of time during which relevant events and activities occurred at an HRI property.

(r) "Preventative maintenance" means any work to prevent deterioration or damage to the structural integrity or any exterior feature of an HRI property that does not involve a change in design, material or exterior appearance. Such work includes, but is not limited to, painting, wood trim or siding repair, roof repair, patching, caulking, foundation or chimney repairs, or landscape maintenance.

(s) "Secretary of the Interior's Treatment Standards" means the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings, published by the National Park Service, as may be amended.

(t) "Site" (as applied in the context of this chapter) means the location of a significant historical event, a prehistoric or historic occupation or activity, building or structure, whether standing, ruined or vanished, where the location itself maintains historical or archaeological value regardless of the value of any existing buildings,

structures or objects. Examples of a site are a battlefield, designed landscape, trail, or industrial site.

(u) "Small projects" means alterations to any historic resource as defined herein, involving negligible visible changes. Alterations shall not qualify as small projects if they involve the removal or destruction of any exterior character-defining feature or historic fabric, including, but not limited to, original windows, or similarly protected interior features, unless an acceptable replacement is made with like materials and finishes, as determined by the Community Development Director.

(v) Structure. Refer to SCCC 18.06.010(s)(9)."

**SECTION 17:** That Section 18.106.050 (entitled "Property alteration") of Chapter 18.106 (entitled "Historic Preservation") of Title 18 (entitled "Zoning") of "The Code of the City of Santa Clara, California" ("SCCC") is amended to read as follows:

**"18.106.050 Property alteration.**

(a) Permit(s) Required for Alterations. No person shall make alterations to any HRI property without first obtaining the required permits or approvals from the Director of Community Development, or a hearing body as prescribed in this chapter.

(1) A Significant Properties Alteration (SPA) permit shall be required for alterations to an HRI property.

(2) The addition of an accessory dwelling unit to an HRI property requires an SPA permit.

(3) For purposes of compliance with the California Environmental Quality Act (CEQA), an SPA permit for a major alteration shall be considered a discretionary project under Section 15357 of the CEQA Guidelines.

(b) Application for Significant Property Alteration Permit. The owner or authorized representative proposing alterations to an HRI property shall file a planning application with the Community Development Department, with the required supporting information, and any applicable filing fee. As soon thereafter as practicable after the application is deemed complete, the application for the SPA permit shall be forwarded to the Community Development Director or HLC, as appropriate, for its review and recommendation.

(c) Review Required for Alterations.

(1) The Community Development Director shall approve or deny applications for SPA permits for small projects as defined in this chapter. The Director has the discretion to determine that any such application for a small project should instead be construed as a major alteration requiring review by the HLC and approval by the Planning Commission.

(2) The HLC shall review applications for SPA permits proposed for major alterations and render a recommendation to the Planning Commission.

(3) Following review and recommendation by the HLC, applications for SPA permits for major alterations shall be forwarded to the Planning Commission, which shall approve or deny the application.

(4) The Community Development Director, HLC or Planning Commission may require supplemental information or reports as may be necessary for a complete review.



(5) The Community Development Director or Planning Commission may impose such reasonable conditions or restrictions as they deem necessary or appropriate on a case-by-case basis to promote or achieve the purposes of this Code.

(6) Preventative maintenance, as defined in this chapter, shall be excluded from the review process specified in this section.

(7) The addition of an accessory dwelling unit to an HRI property shall be considered a major alteration if (A) the accessory unit would be attached to the main house and involve alterations to the exterior of the main house; (B) the HRI property is subject to a Mills Act contract; (C) the accessory dwelling unit would convert a garage that may be of a similar age and design to the main dwelling and contribute to the integrity of the HRI property; or (D) the Community Development Director makes a determination that the addition would be a major alteration. All other additions of accessory dwelling units shall be processed as small projects.

(d) Findings Necessary to Approve SPA Permits. A decision to approve, approve with changes and/or conditions, or deny the application for the SPA permit shall be based upon the following factors:

(1) The alterations shall be designed to the essential character, features, and defining elements that make the HRI property significant;

(2) The project proposals shall not have a significant adverse effect on the integrity of the HRI property;

(3) The alterations must be compatible with the existing structure or district; and

(4) The alterations must be consistent with the Secretary of the Interior's Treatment Standards.

(e) Appeal Procedures. In the event the applicant or other interested party is not satisfied with the permit or approval action permitted by this section, the decision may be appealed. Such appeal shall be taken by the filing of a notice in writing to that effect with the City Clerk within seven calendar days after rendition of the decision, along with the payment of an appeal fee as set forth by resolution of the City Council. Appeals of the Community Development Director's decisions shall be evaluated in the same manner as major alterations and shall be referred to the HLC for recommendation and the City Council for decision. Appeals of the Planning Commission's decisions shall be conducted in accordance with SCCC 18.108.060.

(f) Approval Expiration. Any approval granted under this section shall remain valid for a period of two years following the date the action was taken by the Community Development Director or the decision-making body. The Director or decision-making body may at any time authorize extensions of time on any approval, without the need for any public hearing, for a total period of twenty-four (24) months following the original date of expiration.

(g) Preventative Maintenance. The owner, lessee or other person(s) in actual charge of an HRI property ("responsible party") shall maintain and keep such property in a manner that ensures its continued eligibility for listing on the City's Historic Resource Inventory. Care of the HRI property shall be undertaken so as not to constitute "demolition by neglect" and prevent deterioration, dilapidation and decay of the historic fabric of any portion of the property. The responsible party shall ensure that all HRI

properties shall remain free from structural defects through prompt corrections of any of the following defects:

(1) Deteriorated or inadequate foundation, defective or deteriorated flooring or floor supports, deteriorated walls or other vertical structural supports.

(2) Members of ceilings, roofs, ceiling and roof supports or other horizontal members which sag, split or buckle due to defective material or deterioration.

(3) Deteriorated or ineffective waterproofing of exterior walls, roofs, foundations or floors, including broken window glass or doors.

(4) Defective or insufficient weather protection for exterior wall covering, including lack of paint or weathering due to lack of paint or other protective covering.

(5) Any fault or defect in the building which renders it structurally unsafe or not properly watertight.

(6) Minor mechanical systems in need of repair, not involving substantial removal of original interior or exterior building materials or features."

**SECTION 18:** That Section 18.106.060 (entitled "Demolition permits") of Chapter 18.106 (entitled "Historic Preservation") of Title 18 (entitled "Zoning") of "The Code of the City of Santa Clara, California" ("SCCC") is amended to read as follows:

**"18.106.060 Demolition permits.**

(a) Properties Not Listed on the HRI.

(1) Upon receiving an application for a demolition permit for a property not listed on the HRI, the Community Development Department shall search the City permit system database to ascertain if the property is noted as "potentially historic" next

to the assessor's parcel number. If the property contains this notation, the Community Development Department shall make a determination as to whether an application should be referred to the HLC and City Council for a determination as to whether the property is eligible for listing on the HRI. If no referral is made, the demolition permit may be approved or denied along with replacement plans by the Director of Community Development.

(2) For any such referral, the HLC and City Council shall make an eligibility determination using the same criteria and process as a designation determination pursuant to SCCC 18.106.040, except that properties found to be eligible will not automatically be added to the HRI, unless the property owner requests that the property be listed. The owner shall be responsible for submitting the required documentation needed, including but not limited to a completed DPR 523A form so the City may make a determination on the referral of the property to the HLC or City Council.

(3) For properties the Council determines to be ineligible for listing on the HRI, the Council may approve or deny the demolition permit at the time of the eligibility determination. For properties the Council determines to be eligible for listing on the HRI, the demolition permit application shall follow the process in subsection (b) of this section.

(b) HRI Properties and Eligible Properties.

(1) An environmental impact report shall be required for any application to demolish an HRI property or a property determined to be eligible for listing pursuant to subsection (a) of this section.

(2) The demolition permit application and environmental impact report shall be referred to the HLC for a recommendation on whether to grant, modify or disapprove the demolition permit application. The HLC recommendation shall be forwarded to the City Council, which shall make a final decision on the application.

(3) The HLC shall recommend approval of a demolition permit, and the City Council shall approve a demolition permit, only if there are no viable alternatives for saving the property, and such alternatives have been fully addressed in an environmental impact report.”

**SECTION 19:** That Subsection (a) of Section 18.118.040 (entitled “Review and determination”) of Chapter 18.118 (entitled “Reasonable Accommodation”) of Title 18 (entitled “Zoning”) of “The Code of the City of Santa Clara, California” (“SCCC”) is amended to read as follows:

“(a) The Zoning Administrator or his or her designee shall review and provide a determination on an application for reasonable accommodation pursuant to this chapter. The Zoning Administrator shall have the ability to request any information necessary to assess an application for reasonable accommodation and provide a determination to an applicant within thirty (30) days of the date of submittal of a completed application. In the event that a request for additional information is made, the thirty (30)-day period to issue a decision is stayed until the applicant responds to the request. Within thirty (30) days of the date of the submittal of a completed application, and as provided for in this section, the Zoning Administrator shall take one of the following actions regarding a request for reasonable accommodation:

(1) Grant the reasonable accommodation request, based upon the findings set forth in subsection (f) of this section;

(2) Grant the reasonable accommodation request, subject to specified conditions;

(3) Deny the reasonable accommodation request; or

(4) Refer the determination of the reasonable accommodation request to the Planning Commission, who shall render a determination on the application.”

**SECTION 20:** That Section 18.118.050 (entitled “Appeals”) of Chapter 18.118 (entitled “Reasonable Accommodation”) of Title 18 (entitled “Zoning”) of “The Code of the City of Santa Clara, California” (“SCCC”) is amended to read as follows:

**“18.118.050 Appeals.**

(a) A final written determination made by the Zoning Administrator on a reasonable accommodation request may be appealed to the Planning Commission, as provided below:

(1) Within seven days of the date of the notice of determination, an appeal may be filed in writing or on a form provided by the City, pursuant to this section. An appeal shall contain a detailed statement of the grounds for the appeal.

(2) An appeal may be filed by those directly aggrieved by the decision and determination of the Zoning Administrator. For the purposes of this section, “directly aggrieved” shall mean the applicant, representative of an individual with a disability, or owner of the property that is the subject of the reasonable

accommodation request, and those property owners that directly abut the property that is the subject of the reasonable accommodation.

(3) A notice of public hearing before the Planning Commission shall be mailed to the person filing the appeal at least ten days prior to the date of the public hearing. The notice of public hearing shall include a description of the property that is the subject of the reasonable accommodation, the reason for which the appeal is filed, the date of the public hearing, and the location of the public hearing.

(4) The written decision of the Planning Commission shall become final unless an applicant appeals it to the City Council.

(5) The filing fee for an appeal shall be equal to half of the application filing fee for the reasonable accommodation request, as provided for in the City's adopted fee schedule.

(6) An applicant may request reasonable accommodation in the procedure by which an appeal will be conducted."

**SECTION 21: Savings clause.** The changes provided for in this ordinance shall not affect any offense or act committed or done or any penalty or forfeiture incurred or any right established or accruing before the effective date of this ordinance; nor shall it affect any prosecution, suit or proceeding pending or any judgment rendered prior to the effective date of this ordinance. All fee schedules shall remain in force until superseded by the fee schedules adopted by the City Council.

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**SECTION 22: 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 10<sup>TH</sup> day of December, 2019, by the following vote:


AYES: COUNCILORS: Davis, O'Neill and Watanabe  
and Mayor Gillmor

NOES: COUNCILORS: Chahal, Hardy, and Mahan

ABSENT: COUNCILORS: None

ABSTAINED: COUNCILORS: None

ATTEST:

  
\_\_\_\_\_  
NORA PIMENTEL, MMC  
ASSISTANT CITY CLERK  
CITY OF SANTA CLARA

Attachments incorporated by reference: None





## Agenda Report

20-1239

Agenda Date: 1/14/2020

### REPORT TO COUNCIL

#### SUBJECT

Action on the Santa Clara Convention Center FY 2019/20 1st Quarter Financial Status Report  
[Council Pillars: Promote and Enhance Economic and Housing Development, Enhance Community Engagement and Transparency, and Sustainability]

#### BACKGROUND

On February 5, 2019, the City approved an agreement with Global Spectrum L.P. dba Spectra Venue Management (Spectra) to operate the Santa Clara Convention Center (SCCC). Spectra began management of SCCC on March 18, 2019.

Staff is transmitting Spectra's SCCC status report to Council for compliance with agreement terms. This report has not been separately audited.

#### DISCUSSION

Submitted for Council information is a Financial Status Report for the 1<sup>st</sup> quarter ended September 30, 2019, as submitted by Spectra. This report is unaudited and, therefore, subject to change.

As part of the management transition, there are several reporting additions and changes that are aligned with Spectra's accounting system. Some revenue and expenditure reporting groups are combined differently, and a new revenue recognition policy related to food and beverage activities has been implemented.

As discussed in the attached Quarterly Report, budget to actual financial results are as follows.

**Table 1 - 1<sup>st</sup> Quarter Summary Financial Summary**

	<b>Projected in Budget</b>	<b>Actual</b>	<b>Difference</b>
<b>Gross Revenue</b>	\$4,297,392	\$4,033,689	(\$263,703)
<b>Total Expenses</b>	\$3,878,154	\$3,789,012	(\$89,142)
<b>Net Income</b>	\$419,237	\$244,677	(\$174,561)

As detailed in Table 1, gross event revenue was off by \$263,703. This was due to fewer events booked at the Convention Center (-\$376,663 variance), resulting in a decrease of audio-visual and information technology (IT) services rental needs (-\$478,966 variance). This lower revenue was offset by higher food and beverage and other services revenue (+\$591,926 variance).

Net expenses were under budget by \$89,142. This was due to savings in audio-visual and IT services costs (+\$339,344 variance) and indirect expenses (+\$203,040 variance). These expense savings were offset by higher food and beverage and other services (-\$453,242 variance).

Net income actuals came in just under what was projected (-\$174,561 variance) due to the revenue and expenditure performance described above. In addition, there were some unanticipated costs resulting from the transition and close-out of Aramark to another food and beverage operator; utility costs previously paid for by Aramark that were absorbed by the Convention Center; and the required five-year testing of the Center's fire system.

It is important to note that during the first quarter of the current Fiscal Year, the financial performance at the Convention Center increased in comparison to the first quarter of the prior Fiscal Year. The current first quarter ended with a year-to-date net income of \$244,677.

### **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 net revenue generated by the Convention Center for the 1<sup>st</sup> quarter of FY 2019/20 is \$244,677. This amount does not include any fiscal impact related to TOT, TID, and/or sales tax activity.

### **PUBLIC CONTACT**

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

### **RECOMMENDATION**

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

Reviewed by: Kenn Lee, Director of Finance

Approved by: Deanna J. Santana, City Manager

### **ATTACHMENTS**

1. SCCC Activity Report for First Quarter FY 2019/20



July 1, 2019-September 30, 2019

Quarterly Report



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# EXECUTIVE SUMMARY

After assuming operations of the Santa Clara Convention Center on March 18, 2019, Spectra began its first fiscal year (FY 19/20) on July 1, 2019. In its first quarter of management Spectra has transitioned the F&B department from Aramark to Spectra F&B, tentatively awarded services for Audio Visual and IT partners; generated over \$1-million in new business for the year, booked a new city-wide convention for 2020, continued to update and enhance policies and procedures; began the process of completing the approved Capital Projects all while maintaining exceptional customer service for every client utilizing the Center.

Financially, the first quarter historically is the slowest of every year. Both July and August saw losses while September saw Spectra generate in excess of \$89k over its budgeted number. \$175k behind budget numbers.

## Market Segment Definitions

**Tradeshows**-An exhibition of products and/or services held for members of a common or related industry. Not open to the general public.

**Conventions**-An event where the primary activity of the attendees is to attend educational sessions, participate in meetings/discussions, socialize or attend other organized events of which the attendees are primarily from out of town. Sometimes there is a secondary exhibit component.

**Consumer Shows**-An exhibition that is open to the public, usually requiring an entrance fee. Common examples of consumer shows include auto shows, bridal shows, boat shows, flower and gardens shows, craft shows and festivals.

**Banquets**-Formal, often ceremonial, dinner for a select group of people, often in honor of a particular person. The meal is the primary component of the event, consisting of a sit-down breakfast, lunch or dinner.

**Meetings & Seminars-** An event where the primary activity of the attendees is to attend educational sessions, participate in meetings/discussions, socialize, or attend other organized events. There is no exhibit component to this event.

**Sporting Events-**An event where athletes compete, and spectators view the athletic activities and ceremonies. Events that include sporting-related activities, but do not involve a competition, are classified as miscellaneous events.

**Special Events-**Any event that does not meet the criteria for the other categories. This includes church services, dance events that do not include a competition component, concerts, dances/balls, examinations, fashion shows, graduations, job fairs, proms, reunions and weddings.



# Financial Overview

## Event Statistics

\*Totals may not match due to rounding

Event Types	Percentage	Number of Events	Days	Attendance
Banquets		0	0	0
Consumer Shows	4%	3	8	8,000
Conventions	11%	9	43	15,475
Meetings	53%	45	76	21,405
Special Events	24%	20	41	20,815
Sporting Events	3%	3	11	1,830
Trade Shows	5%	5	15	9,800
Total:	100%	85	194	77,325

# Actual Revenue

\*Totals may not match due to rounding

Event Types	Gross Revenue	Cost of Sales	Net Revenue
Banquets	\$0	\$0	\$0
Consumer Shows	\$54,375	\$8,154	\$46,221
Conventions	\$2,008,203	\$974,576	\$1,033,627
Meetings	\$855,648	\$540,567	\$315,081
Special Events	\$209,730	\$45,041	\$164,689
Sporting Events	\$10,265	\$0	\$10,265
Trade Shows	\$830,759	\$572,642	\$258,117
Total:	\$3,968,980	\$2,140,981	\$1,828,000



**SANTA CLARA CONVENTION CENTER**  
**GROSS INCOME STATEMENT**  
For the Three Months Ending September 2019

	YEAR TO DATE		
	Actual	Current Budget	Budget Variance
Event Revenue			
Rental	857,133	1,233,795	(376,663)
Services	284,072	179,730	104,341
IT/Telecom	336,094	509,849	(173,755)
Food & Beverage	2,071,124	1,604,700	466,424
Audio Visual	420,557	725,768	(305,211)
Total Event Revenue	3,968,980	4,253,843	(284,863)
Event Expenses			
Services	174,016	0	174,016
IT/Telecom	230,531	377,289	(146,758)
Food & Beverage	1,450,013	1,170,787	279,226
Audio Visual	286,421	479,007	(192,586)
Total Event Expenses	2,140,981	2,027,083	113,898
Net Event Income (Loss)	1,827,999	2,226,760	(398,761)
Other Revenue	64,709	43,549	21,160
Total Revenue	1,892,708	2,270,309	(377,601)
Indirect Expenses			
Executive	161,673	167,458	(5,785)
Marketing	61,213	80,800	(19,587)
Finance	118,929	124,603	(5,675)
Event Services	118,963	148,091	(29,128)
Operations	804,008	983,904	(179,897)
Overhead	366,316	346,215	20,101
Transition Costs	16,929	0	16,929
Total Indirect Expenses	1,648,031	1,851,072	(203,040)
Net Operating Income	244,677	419,237	(174,561)

# Partner Introductions

**Spectra Food Service and Hospitality:** Exclusive provider of F&B services.

**Smart City:** Smart City is the exclusive provider of IT services at the Santa Clara Convention Center.

**Electrical:** Multiple Providers of temporary electrical services for trade shows, convention and special event industry.

**PSAV:** PSAV is the preferred provider of Audio-Visual services at the Santa Clara Convention Center.

**UPS:** The Santa Clara Convention Center store provides full-service copying, notary services, office supplies, computer services, passport services, and other business-related services



# Partner's Revenue

\*Totals may not match due to rounding

Partner	Gross	Cost of Sales	Net Revenue
Aramark Spectra FS&H	\$2,071,124	\$1,450,013	\$621,111
Smart City-IT	\$336,094	\$230,531	\$105,563
PSAV-AV	\$420,557	\$286,421	\$134,136
Electrical	\$223,732	\$161,994	\$61,738
UPS	\$3,160		\$3,160
TOTAL	\$3,054,667	\$2,128,959	\$925,708



# Operating Expenses: Department Definitions

**Executive:** All expenses for Senior Personnel

**Marketing:** All expenses for Sales and Marketing

**Finance:** All expenses for Finance and Human Resources

**Event Services:** All expenses for staffing to manage events

**Operations:** All expenses for Engineering, Building Services, Security and all expenses to operate the building

**Overhead:** All expenses that are non-departmental

**Transition Costs:** All expenses for the transition to Spectra



## Operating Expenses

\*Totals may not match due to rounding

Departments	Indirects
Executive	\$161,673
Marketing	\$61,213
Finance	\$118,929
Events	\$118,963
Operations	\$804,008
Overhead	\$366,316
Transition Costs	\$16,929

# Highlighted Events

Top 3 Revenue Grossing Events of the Quarter



Flash Memory Summit

Conference Concepts:

- Convention
- Gross Revenue: \$460,515
- Days: 3
- Attendees: 5,500

**Health 2.0**  
ANNUAL CONFERENCE

Health 2.0/HIMSS //Media:

- Convention
- Gross Revenue: \$423,626
- Days: 2
- Attendees: 800



AeriesCon Fall 2019/Aeries Software, Inc.

- Convention
- Gross Revenue: \$540,501
- Days: 3
- Attendees: 1,500

## Key Performance Indicators

The following provides an update on the status of Spectra's Key Performance Indicators through the 1<sup>st</sup> Quarter of FY 19/20.

1. **Gross Revenue** – Spectra is currently trending 6% behind it's budgeted Gross Revenue of \$18,484,540 for FY 19/20
2. **Net Income** – Spectra is currently trending 4% behind it's budgeted Net Income of \$2,283,697 for FY 19/20
3. **Room Nights Consumed** – Spectra is working with clients and destination partners to track hotel room nights consumed by events utilizing the Center. Through the first quarter Spectra has recognized 11,099 room nights used. This process will be used to create a baseline for future years.
4. **Economic Impact** – Spectra is working in conjunction with the City's consultant (JLL) to obtain rights for the use of an Economic Impact Calculator from Destination Marketing Association International (DMAI). Goal is to have the calculator up and functional by 3Q of FY 19/20.
5. **Customer Service Survey Results Scores** – Spectra has created an on-line customer survey and has been beta testing it in the 1Q. Spectra received three (3) surveys in the 1Q, results are listed later in this report. The survey will measure all areas of the business including: Sales, Event Services, Food & Beverage, AV, IT, Building Cleanliness, Security, etc. The goal will be to obtain/maintain a rating of Four (4) or higher based on the following scoring system:
  - Very Satisfied – 5 points
  - Satisfied – 4 points
  - Neither Satisfied nor Not Satisfied – 3 points
  - Dissatisfied – 1 point
  - Very Dissatisfied – 0 points



6. **Event Mix** – In FY 19/20 Spectra’s focus is on booking or hosting more Conventions, particularly of the City-Wide variety and multi-day events, i.e. Meetings/Conferences, Sporting Events or Trade Shows. As of the end of the 1<sup>st</sup> Quarter of FY 19-20 the following are highlights of what Spectra has booked for future business:

- City-Wide Convention
  - **Fortinet**-November 7-12, 2020
    - 4,405 total hotel room nights
    - 1,200 hotel room nights on peak
    - Full use of the Convention Center
    - Use of in-house AV & IT
    - Estimated \$500k in F&B
- Multi-Day Meeting/Conference
  - **O’Reilly TensorFlow**-October 18-23, 2020
    - 1,200 hotel room nights
    - Estimated \$500k in F&B
    - Estimated \$140k in Room Rental
  - **O’Reilly Velocity**-June 12-18, 2021
    - 1,200 hotel room nights
    - Estimated \$300k in F&B
    - Estimated \$185k in Room Rental
  - **PennWell SIL**-February 7-11, 2021
    - 2,500 hotel room nights
    - Estimated \$120k in F&B



- Sporting Events
  - **US Futsal**-December 19-22, 2019
    - New event to the Center
    - 290 hotel room nights (weekend)

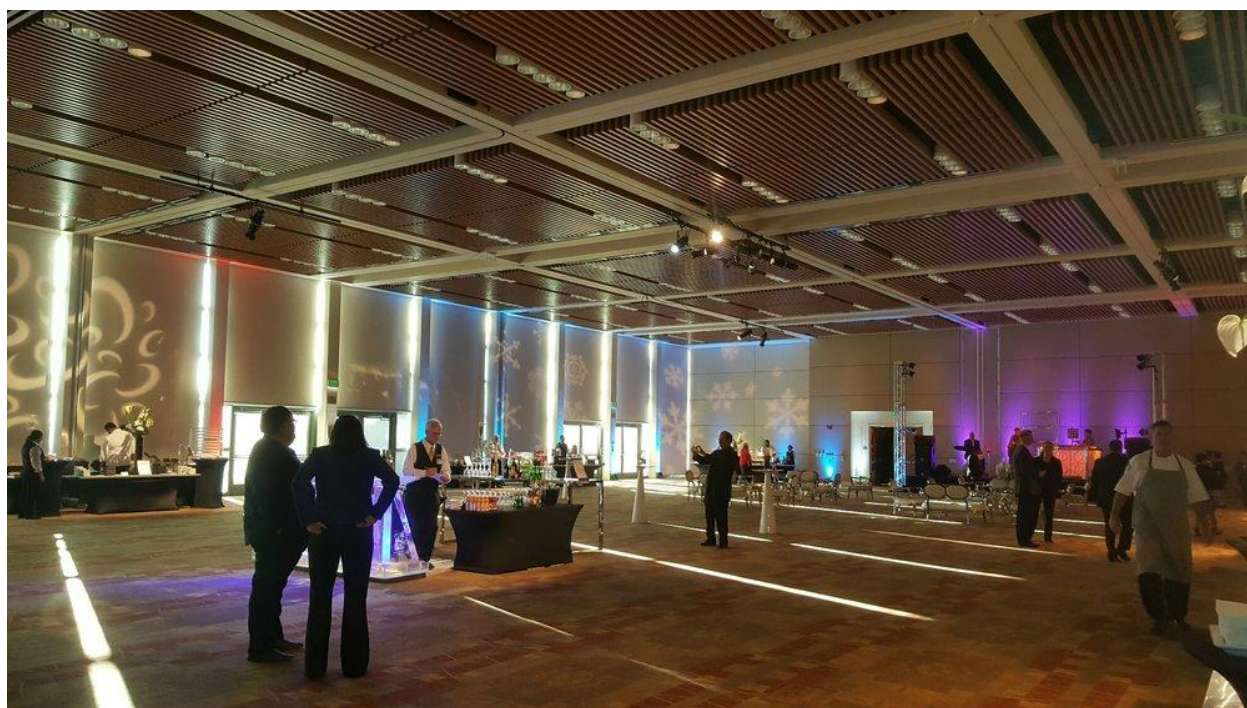


7. **Community Benefit** – Spectra has created and submitted a Not-for-Profit Rate/Program to assist local Not-for-Profit groups to utilize the Convention Center. This policy is currently being reviewed. Spectra F&B, when possible, is donating leftover food to Second Harvest Food Bank.

## Forecast

Currently Spectra is trending 6% below budgeted Gross Revenues and 4% below budgeted Net Income. Based on historical data, this is typical. Second quarter sales are down slightly from previous years, but not significantly and there is still time to make up the difference. Third and fourth quarter sales and revenues are strong, as in previous years.

There are some extenuating circumstances on the expense side, including Aramark's reconciliation in July and the current unknown of event revenues and event expenses of Levy. Those factors will most likely have an effect on Spectra's budgeted numbers, but until we have a clear picture of the agreed Pro Forma it is difficult to determine exactly what impact that will have.



## Capital Improvement Projects

As a part of the management agreement, Spectra has completed and provided a five-year capital plan with a budget for operations. Spectra has been working with the City on projects slated and approved for FY 19/20. The following is an update on the status of the larger events.

**Building Envelope:** Spectra, in conjunction and with approval from the City, has hired an engineering firm to create a scope of work and provide project management for the roof membrane and glass pyramid repairs. Bid specs are expected to be issued and awarded during the 2<sup>nd</sup> Quarter of FY 19/20. Work is expected to be completed by early 3<sup>rd</sup> Quarter.

**Security System:** An RFP for the replacement of all cameras inside and outside the building and an operating system will be issued in the 2<sup>nd</sup> Quarter of FY 19/20. Awarding of the project and replacement work is expected to be done before the end of FY 19/20.

**Flooring:** Bid specifications and scope of work is expected to be issued before the end of the 2<sup>nd</sup> Quarter. Awarding of the project is slated for early 3<sup>rd</sup> Quarter. Work will be done in phases to have the least amount of interference with venue events. Goal is to have all new flooring installed by 4<sup>th</sup> Quarter.

**Message Boards/ Video Boards/ Ad Panels:** RFP for this project is expected to be issued early 3<sup>rd</sup> Quarter. Awarding of the work and installation of new components and operating system is to be completed by end of 4<sup>th</sup> Quarter.

**Other:** Walls and Ceilings- Bid specifications and scope of work is expected to be issued before the end of the 2<sup>nd</sup> Quarter. Awarding of the project is expected early 3<sup>rd</sup> Quarter with work completed in the 3<sup>rd</sup> Quarter.







## Other Operating Projects

- Within this quarter Spectra tentatively awarded Audio Visual Services (AV) to PSAV and Information Technology (IT) services to Smart City. Updated agreements between the parties are being reviewed by legal counsel. The new term is expected to begin in the 2<sup>nd</sup> Quarter for both entities.
- Spectra transitioned the Food & Beverage Department from Aramark to Spectra Food & Hospitality in July. Spectra F&B will remain the provider of F&B for the Center until December 31, 2019.
- Spectra created a new and refreshed Convention Center website. ([www.santaclaraconventioncenter.com](http://www.santaclaraconventioncenter.com)) The new site provides all pertinent information about the center, contact information and a RFP submittal portal.
- Spectra, in conjunction with Spectra F&B implemented the “Tailgate on Tasman” a new concept to capitalize on events at the stadium. The idea is to create an experience for stadium attendees here at the Center prior to events at the stadium.
- Spectra continued to work with the City and its consultant on the reformation of the Destination Marketing Organization/Convention &

Visitors Bureau (DMO/CVB) by discussing and presenting a draft of a “Booking Strategy” for the destination.

- Spectra negotiated a new 5-year Collective Bargaining Agreement with Local 39-International Union of Operating Engineers.

## Community Involvement

Mission College Extended Opportunities Programs and Services (EOPS) Scholarship. The EOPS program serves students who are typically first-generation college students and facing financial hardships. Over twenty applicants applied for the Spectra scholarship. On September 18<sup>th</sup> Spectra’s General Manager and Marketing Manager attended the 50<sup>th</sup> anniversary luncheon of EOPS at Mission College and recognized our first winner.



# Santa Clara Art & Wine Festival

In September Spectra partnered with Levi's Stadium as the "Stage" sponsor for the annual Santa Clara Art & Wine Festival. The sales staff spent two days meeting and speaking to groups and individuals about either using the Center for events or attending events at the Center. In addition, Spectra F&B provided the food for the event's hospitality area.



## Adopt a Spot

On September 6, 2019. Spectra and Spectra F&B participated in the City's "Adopt-a-Spot" program. Approximately 15 team members collected refuse and beautified the San Tomas Aquinas Creek trail, running from Tasman Drive to west of Great America Parkway (the creek directly behind the convention center).



## Proof of Performance/Survey

Within this quarter we developed and began testing of a new online survey system that will allow for more visibility and increase our return response rate. For the first quarter we received three responses.

Very Satisfied	5-points
Satisfied	4-points
Neither Satisfied nor Not Satisfied	3-points
Dissatisfied	1-point
Very Dissatisfied	0-points

Using the chart above to score the responses, here are the results:

- Response 1
  - 32-points out of a possible 38-points
  - Lowest score was for A/V, 3-points
  - Comments- "Major improvements in this (catering) area."
- Response 2
  - 18-points out of a possible 18-points
  - Client did not use A/V, IT, F&B or interact with Building Services personnel.
- Response 3
  - 25-points out of a possible 28-points
  - Client did not use IT or F&B





## Agenda Report

20-1279

Agenda Date: 1/14/2020

### REPORT TO COUNCIL

#### **SUBJECT**

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

#### **BACKGROUND**

On December 9, 2019, the Audit Committee took action to accept the City of Santa Clara Audited Comprehensive Annual Financial Report, Silicon Valley Power Financial Statements, and Transportation Development Act Financial Statements for Fiscal Year Ended June 30, 2019 and referred the reports for note and file to the full Council at the January 14, 2020 Council and Authorities Concurrent meeting.

The annual financial audit is a City Charter requirement per Section 1319. The CAFR presents the audited financial information of the City in accordance with Generally Accepted Accounting Principles (GAAP) applicable to governments and provides the City Council valuable information for financial oversight, as well as providing information to creditors and the residents of Santa Clara.

The separate audited annual financial report for the Electric Utility is presented to make available additional information and disclosure relevant to the electric industry. The unmodified opinions from the auditor enhance the reputation of the Utility, and its adherence to GAAP applicable to governmental entities.

The separate audited financial statements for the TDA are to report on funds distributed through the Metropolitan Transportation Commission for the construction of pedestrian pathways, wheelchair ramps, and bicycle master plan studies. The unmodified or clean opinion from the auditors means that the City is in compliance with TDA, Article 3 requirements.

#### **DISCUSSION**

The annual financial audit of the City was recently completed and the City's external auditor, Maze & Associates, issued an unmodified ("clean") opinion on the City's Comprehensive Annual Financial Report (CAFR) for fiscal year ended June 30, 2019. The CAFR includes an extensive discussion and presentation of the financial data of the City and its related agencies in accordance with GAAP applicable to governmental entities. The CAFR also includes selected multi-year statistical information about the City. In addition, the City issued a separate, audited comparative financial statement report for the Electric Utility dba Silicon Valley Power (SVP) for fiscal year ended June 30, 2019, and a separate, audited financial statement for the Transportation Development Act (TDA) funds.

City Finance staff prepares the financial statements and Maze & Associates audits the financial information contained within. Part of the audit is to determine whether City staff have the appropriate skills, knowledge, and expertise to prepare the CAFR in accordance with GAAP and other reporting requirements. Based on Maze and Associates determination, the City's Finance staff has the necessary skills, knowledge, and expertise and compiles high quality reports.

Overall the City's financial situation continues to improve. Key financial highlights for fiscal year June 30, 2019 are as follows:

- The assets of the City, as a whole, exceeded its liabilities by \$1.8 billion in fiscal year 2018-19.
- The City's total net position increased by \$143 million primarily due to a \$41 million decrease in the governmental activities and a \$102 million increase in business activities.
- At the close of fiscal year 2018-19, the General Fund had assets of \$238 million and a fund balance of \$229 million. This represents an increase in fund balance of \$33 million, or 17% from prior fiscal year.
- The City's total outstanding long-term debt decreased by \$57 million during the current fiscal year primarily due to the repayment of Stadium Authority debt.

City staff and Maze & Associates met with the City Council Audit Committee on December 9, 2019. Present were Committee members Hardy and Watanabe. During the Committee meeting, Maze & Associates gave a presentation about the audit process and scope of work, as well as the auditor's opinion. The Director of Finance and staff gave an overview of the financial reports and responded to Committee member questions. The Audit Committee accepted the CAFR, SVP, and TDA Financial Statements presented at the Committee meeting and recommended that the City Council note and file the reports at the January 14, 2020 Council meeting.

### **ENVIRONMENTAL REVIEW**

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(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 staff and the external auditor costs associated with the audit and financial reports production are included in the annual appropriations.

### **PUBLIC CONTACT**

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

### **RECOMMENDATION**

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

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

Reviewed by: Kenn Lee, Director of Finance

Approved by: Deanna J. Santana, City Manager

**ATTACHMENTS**

1. Report to Audit Committee #19-1285
2. Comprehensive Annual Financial Report (CAFR)
3. Silicon Valley Power (SVP) Financial Statements
4. Transportation Development Act (TDA) Financial Statements



## Agenda Report

19-1285

Agenda Date: 12/9/2019

### REPORT TO AUDIT COMMITTEE

#### **SUBJECT**

Overview of the draft City of Santa Clara Audited Comprehensive Annual Financial Report (CAFR), Audited Silicon Valley Power (SVP) Financial Statements, and Audited Transportation Development Act (TDA) Financial Statements for Fiscal Year Ended June 30, 2019

#### **BACKGROUND**

City Charter Section 1319 requires that an independent certified public accountant (CPA) audit the City's records and accounts on an annual basis. In compliance with the Charter, the City engaged the audit firm of Maze and Associates to perform an independent audit of the City's financial statements.

The CAFR, SVP, and TDA financial statements present the audited financial information of the City in accordance with Generally Accepted Accounting Principles (GAAP) applicable to government entities. The statements provide the Audit Committee and City Council valuable information for financial oversight as well as providing information to the citizens of Santa Clara.

#### **DISCUSSION**

The role of the Audit Committee (Committee) is to provide oversight of the City's financial reporting processes, internal controls, and independent auditors. Amy Meyer, Shareholder, from Maze and Associates will present the audit results to the Committee and provide an overview of the audit. This includes the audit report, financial statement disclosures, internal control related matters and other items.

In addition, City staff will provide an overview of the various Fiscal Year 2018/19 Annual Financial Statements.

#### **ENVIRONMENTAL REVIEW**

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

#### **FISCAL IMPACT**

Costs associated with the preparation of this report are included in the City's FY 2018/19 Adopted Operating Budget.

#### **PUBLIC CONTACT**

Public contact was made by posting the Audit Committee agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the

City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email [clerk@santaclaraca.gov](mailto:clerk@santaclaraca.gov) or at the public information desk at any City of Santa Clara public library.

**RECOMMENDATION**

Accept the City of Santa Clara Audited Comprehensive Annual Financial Report, Silicon Valley Power Financial Statements, and Transportation Development Act Financial Statements for Fiscal Year Ended June 30, 2019 and recommend that the reports are forwarded for note and file to the full Council at the December 17, 2019 Council and Authorities Concurrent meeting.

Reviewed by: Kenn Lee, Director of Finance

Approved by: Deanna J. Santana, City Manager

**ATTACHMENTS**

1. Draft Comprehensive Annual Financial Report (CAFR)
2. Draft Silicon Valley Power (SVP) Financial Statements
3. Draft Transportation Development Act (TDA) Financial Statements
4. Draft Memorandum on Internal Control



# **City of Santa Clara**

**The Center of What's Possible**

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## **Comprehensive Annual Financial Report**

**Fiscal Year Ended  
June 30, 2019**



# **COMPREHENSIVE ANNUAL FINANCIAL REPORT**

**FISCAL YEAR ENDED JUNE 30, 2019**



**THE  
MISSION CITY**

**CITY OF SANTA CLARA, CALIFORNIA  
1500 WARBURTON AVENUE  
SANTA CLARA, CA 95050-3796**

**PREPARED BY DEPARTMENT OF FINANCE**





# **Introductory Section**



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December 19, 2019

The Honorable Mayor and City Council  
City of Santa Clara  
Santa Clara, CA 95050

Dear Mayor and Members of the City Council:

It is our pleasure to submit for your information the Comprehensive Annual Financial Report (CAFR) of the City of Santa Clara (City) for the fiscal year ended June 30, 2019. The City compiles and prepares the annual financial report to provide interested parties with reliable information concerning the financial condition and results of operations for the City.

Responsibility for the accuracy of the data and the fairness of presentation, including all footnotes and disclosures, rests with the City. Management of the City has established a comprehensive internal control framework that is designed to protect the government's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the City's financial statements in conformity with Generally Accepted Accounting Principles (GAAP). Because the cost of internal controls should not outweigh their benefits, the City's comprehensive framework of internal control has been designed to provide reasonable rather than absolute assurance that the financial statements will be free from material misstatement. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

Per the City Charter (Section 1319, Independent Audit) the City of Santa Clara's financial statements have been audited by Maze & Associates, a firm of licensed certified public accountants. The goal of the independent audit was to provide reasonable assurance that the financial statements of the City for the fiscal year ended June 30, 2019 are free of material misstatements. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The independent auditor concluded, based upon the audit, that there was a reasonable basis for rendering an unmodified opinion that the City of Santa Clara's financial statements for the fiscal year ended June 30, 2019 are fairly presented in conformity with GAAP. The independent auditor's report is presented as the first component of the financial section of this report.



The independent audit of the financial statements of the City of Santa Clara was part of a broader, federally mandated “Single Audit” designed to meet the special needs of federal grantor agencies. The standards governing Single Audit engagements require that agencies expending more than \$750,000 in federal monies, are required to have the independent auditor report not only on the fair presentation of the financial statements, but also on the audited government’s internal controls and legal requirements involving the administration of federal awards. These reports are available in the City’s separately issued Single Audit Report, scheduled for release in March 2020.

Management has provided a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management’s Discussion and Analysis (MD&A). The letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. The City’s MD&A can be found immediately following the report of the independent auditors.

## **PROFILE OF THE CITY OF SANTA CLARA**

The City is located in the County of Santa Clara, California, and is approximately 45 miles southeast of San Francisco and three miles west of downtown San Jose. It is situated in the northern part of the County and occupies approximately 18.41 square miles.

The City enjoys a diversified industrial and commercial base. Santa Clara is headquarters to some of the nation's leading electronics, telecommunications, computer, and semiconductor firms. The City is also home to a university, a community college, an adult learning center, and a general hospital.

The City’s population is estimated at 128,717 indicating the City remains an attractive place both to live and work. The City is one of the most highly desirable areas to live because of the high quality services it provides to residents and its business friendly environment.

The City of Santa Clara, also known as the Mission City, is a charter city incorporated in 1852 under the laws of the State of California. The City’s powers are exercised through a Council/Manager form of government. The City Council is made up of the Mayor, elected at large, and six councilmembers elected by district serving as the legislative authority. The City Council appoints a City Manager who is responsible for the overall management and administration of the City, a City Attorney to represent and advise the City Council and all City officers in all matters of law pertaining to their offices, and a City Auditor to audit and approve all bills, invoices, payrolls, demands or charges against the City government before payment and, with the advice of the City Attorney, advise the City Council as to the regularity, legality and correctness of such claims, demands or charges. The Police Chief and the City Clerk are also publicly elected officials.

The City provides a full range of services. These services include police, fire protection and emergency dispatch; electric, water, and sanitary sewer services; the construction and maintenance of streets and infrastructure; parks and recreational activities and cultural events; planning and zoning; library; cemetery; and general administrative and support services.

## **LOCAL ECONOMY**

The Silicon Valley economy has continued to grow at a fast pace over the last several years and, as a result, Santa Clara has experienced strong revenue growth and development activity. During the last year, the State’s unemployment rate declined from 5.2% in March 2017 to 4.3% in March 2018. The County of Santa Clara and the City’s unemployment rate also showed a decline during the same period from 3.4% to 2.6% and 2.7% to 2.5%, respectively. This economic growth has led to rising housing prices

and a significant increase in commercial and residential development activity for the City. As a result, the City was able to contribute to its Budget Stabilization Reserve, make additional contributions to the Capital Projects Reserve, and to establish an Other Post-Employment Benefits (OPEB) Trust and a Pension Trust to pre-fund post-retirement obligations.

Looking forward, the City is continuing the multi-year effort aimed at increasing revenues, continuing to build reserves, and ensuring that ongoing expenditures are in alignment with ongoing revenues. The City is projecting that the regional economy has reached a peak and the forecast is for a potential modest slowdown in the coming years. Despite the economy being on solid ground and strong performance of several major revenue sources, the City's economic situation remains tightly balanced with the continuing increases in personnel costs, especially in regard to rising pension costs.

## **FINANCIAL INFORMATION**

### **Long-term Financial Planning**

The City Council's adopted budget principles for fiscal year 2018-19 reflected the economic challenges that the City faced including the need to rebuild reserves and utilize a multi-pronged strategy to ensure ongoing expenditures are in alignment with ongoing revenues. The adopted principles included but were not limited to the following:

- Budget decisions will be made with long-term implications taken into account, using data from the Ten-Year Financial Plan.
- Maximize service delivery within existing resources by balancing ongoing expenditure needs with ongoing revenues to avoid negative impacts on future budgets and maintain the City's high standards of fiscal integrity and financial management.
- Pursue economic development objectives and strategies to foster new public and private investment within the City, and to create employment opportunities.
- In accordance with Council policy, continue to maintain the General Fund Budget Stabilization Reserve for the long-term fiscal health of the City.
- With limited exceptions, establish fees based on full cost recovery where individuals/business rather than the community at-large are benefiting from City services. This preserves limited unrestricted resources for providing services that benefit the community as a whole.

The City developed a five-year Capital Improvement Plan detailing specific budgeted capital projects. Each of the projects is consistent with the overall goals and principles of the City. The fiscal year 2018-19 adopted Capital Improvement Project (CIP) Budget totaled \$84.0 million. The CIP included improvements to the City's infrastructure, replacements and upgrades to information technology equipment, and improvements and upgrades to the City's utilities.

In addition, the City of Santa Clara produces an annual Ten-Year Financial Plan (Plan). The purpose of the Plan is to provide policy-makers and the public an updated assessment of the City's fiscal health that takes into account the latest economic developments. The report includes historical perspective on revenues and expenditures and a ten-year financial outlook beyond the adopted budget year. The value of this type of analysis is to give the City Council, staff, and the public a tool to assist with strategic decision-making as they work to adopt the budget for the coming year. The Plan is a collaborative effort between the City Manager's Office, Finance Department, and City departments. Individual projections of revenues and expenditures are developed based on trend analyses, input from available economic reports,

consultant recommendations, and input from other subject matter experts. The most current information available is incorporated into the Plan and refined on a moving forward basis as part of the City's commitment to fiscal responsibility.

## **Internal Controls**

The management of the City is responsible for establishing and maintaining internal controls designed to ensure that the assets of the City are protected from loss, theft or misuse, and that adequate accounting data is compiled to allow for the preparation of financial statements in conformity with generally accepted accounting principles (GAAP). Internal controls are designed to provide reasonable, but not absolute, assurance that these objectives are met. The concept of reasonable assurance recognizes that: (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the evaluation of costs and benefits requires estimates and judgments by management. All internal control evaluations occur within the stated framework. City management believes the City's internal accounting controls adequately safeguard assets and provide reasonable assurance of proper recording of financial transactions.

## **Budgetary Controls**

As part of the City's internal controls, it maintains budgetary controls. The objective of these budgetary controls is to ensure compliance with legal provisions embodied in the annually appropriated budget approved by the City Council. Activities of the majority of the City funds are included in the budget. In addition, a two-year Capital Improvement Project Budget is adopted and a Ten-Year Financial Plan is updated and presented to the City Council annually. The legal level of budgetary control (that is, the level at which expenditures cannot legally exceed the appropriated amount) is at the department level, or the fund level if there are no departments in a fund. The City Manager may transfer appropriations from one program to another within the same fund and the object category of a department without approval from the City Council. All other transfers or additional revenue received must be approved by the City Council if needed to fund additional expenditures. The City also maintains an encumbrance accounting system as one technique for accomplishing budgetary control. Encumbrances outstanding at year-end are included within the specific fund balance category of the underlying resource.

## **Independent Audit**

The City Charter and State of California statutes require the City to have an annual audit by an independent certified public accountant. The City goes to the market with a formal Request for Proposal for audit services every five years. The accounting firm of Maze & Associates, Certified Public Accountants, was selected by the City Council in 2012, and again in 2017, and is in the eighth year as the City's independent auditor. In addition to meeting the requirements set forth in City Charter and State statutes, the audit is designed to meet the requirements of the federal Single Audit Act of 1984, as amended in 1996 and by the recent Uniform Guidance. The auditors' report on the basic financial statements and the supplementary combining statements and schedules are included in the financial section of this report. The auditors' reports related specifically to the single audit are included in a separately issued single audit document on file with the City Clerk's Office.

## **MAJOR INITIATIVES**

### **Investments in City Council Priorities**

Heading into FY 2019-20, major initiatives the City is implementing are to make significant investments that align with City Council priorities. The resources allocated to each priority reflect plans that solve

short-term needs and in some areas, are an initial start of addressing larger, long-term issues. A summary of service level change proposals is included below organized by City Council Strategic Pillar priorities.

*Promote and Enhance Economic and Housing Development*

- Real Estate Program Shared-Resources, 70% housing funds and 30% General Fund – adds one Assistant to the City Manager and one Management Analyst and deletes one Housing Division Manager in an effort to centralize real estate functions and develop a more robust real estate management function. This includes one-time resources to set up a citywide real estate software application. These positions will co-report to the City Manager’s Office for real estate program functions and to Community Development for housing services.
- Pilot Accessory Dwelling Unit Incentive Program – initiates a loan program to encourage the development of Accessory Dwelling Units for income-qualified teachers and public service employees, to augment existing affordable housing units in Santa Clara.
- Affordable Rental Program Administrator – provides resources to administer the City’s low- and moderate-income rental housing program.
- Housing Administrative Support – adds one Staff Aide I to assist with monitoring new and current housing programs.
- Housing Asset Management Software – consultant resource to facilitate the implementation of housing software for tracking housing loans.

*Deliver and Enhance High Quality Efficient Services and Infrastructure*

- Capital Improvement Program Project Adjustments – includes resources for storm drain infrastructure, corporation yard renovations, water tank rehabilitation, advanced metering infrastructure, and civic center campus renovations.
- Santa Clara Convention Visitors Bureau Subsidy Elimination – eliminates the current subsidy based on the transition to a new convention center operator and the proposed business model for destination marketing services as approved by Council.
- Information Technology Services – resources to enhance cybersecurity, audio/visual services and Office 365 workforce transformation.
- Fire Engine Replacement – replacement of one reserve fire engine.
- Parks and Recreation programming – provide additional outreach for special events, new therapeutic and north-side camps and programs, and reallocates program costs from previously unbudgeted funds to the General Fund. Also includes grant funding.
- Public Works Consultant Support – consultant to review and update fleet replacement and management policies, perform project design surveying, and to implement recent state legislation regarding traffic congestion to a vehicle mile traveled standard.
- City Auditor’s Office Resources – enhances audit services with funding for contractual services, conversion of one Office Records Specialist to Senior Performance Auditor, and attend training and conferences.

- Purchasing Policies and Procedures and Administrative Policies Update – update existing purchasing policies and procedures, citywide administrative policies and Civil Service rules.
- Silicon Valley Power Strategic Plan Implementation – services to develop a plan for implementation of the initiatives included in the adopted strategic plan.
- Revenue Strategies Consultant – consultant funding to poll for potential revenue strategies/tax measures, support the development of revenue options for Council consideration, informational community outreach and legal analysis.
- Legislative Advocacy – consultant services to support the City’s legislative advocacy efforts as outlined in the Legislative Advocacy Position Policy.
- Fire Equipment and Programming – funding for emergency response equipment, staffing software, and volunteer reserve programming.
- Census 2020 Outreach – supports a more accurate census count to maximize our federal funding allocations.
- Pre-employment Consultant – complete a review of job physical requirements and pre-employment medical screening.
- Legal Management Software – implements legal management software.
- Santa Clara/Santa Cruz Counties Airport Community Roundtable – study related to an intergovernmental partnership with neighboring cities and counties.
- Community Garden Program Outreach – marketing and communications efforts to grow this program.
- Budget Office Workplan Support – upcoming budget deliverables including the revision to the CIP budget format.
- Planning Commission Training, Education, and Conference – funds planning commissioner education, training and conferences.
- City Council Technology Replacement – replaces and modernizes existing equipment.
- Permit System Support – provide resources to support the new permitting system.
- Northside Library Branch Additional Hours – funds expanded hours on Monday, Tuesday and Sunday through the addition of one Librarian I and additional resources.

*Enhance Community Sports and Recreational Assets*

- Reed and Grant Sports Park – funds two positions; furnishings, fixtures and equipment; and programming costs for the new Reed and Grant Sports Park projected to open in FY2019-20.

### *Enhance Community Engagement and Transparency*

- Document and Content Management Software Resources and Records Retention Policies Update – updates records retention policies and provides funding to support the document and content management software implementation.
- City Clerk Initiatives and Voter Outreach – provide voter outreach and education in an effort by the City Clerk to encourage voter participation.
- Lobbyist Ordinance Implementation – implement lobbyist ordinance implementation and enforcement.
- Parade of Champions – funds the City pledge to produce the Parade of Champions.
- Measure N Outreach and Engagement – provide outreach and engagement for the potential upcoming district elections.
- Police Video Records Staffing – adds a Police Records Specialist and deletes a vacant Staff Aide to address recent state legislation regarding public access to peace officer personnel records.
- Established City Manager Blog for biweekly updates on City happenings.
- Expanded City’s online reach through Nextdoor, a social network site for neighborhoods and, recently began sending out daily updates of all of the great work accomplished by the City organization.
- Collaborated with the Mayor and City Council to hold the State of the City address at multiple locations in the community.
- Established issuance of Information Memos as part of the City Council meeting agenda, providing updates on key events that do not require Council action or a hearing but that should have transparency.
- Launched Open City Hall surveys to enhance community engagement on City issues.
- Advanced website redesign with estimated completion in FY 2019-20.
- Appointed a professional Communications Director who has served in key communications positions in Bellevue, WA and San Jose, as well as having worked in communications on television.
- Increased communications through direct letters to residents and business community, news releases, and verbal reports at City Council meetings.
- Established enhanced community engagement on initiatives (e.g., downtown, Levi’s® Stadium, State of the City, etc.).
- Increased communication about Levi’s® Stadium before events.

- Relaunched the City’s Customer Relations Management software system, My Santa Clara (see Council’s High Quality, Efficient Services and Infrastructure Priority), that provides some data analytics to assess service delivery.

*Ensure Compliance with Measure J and Manage Levi’s Stadium*

- Stadium Public Safety Deployment (75% stadium reimbursed/25% General Fund) – adds one Stadium Oversight Manager (Deputy City Manager) to coordinate stadium functions including neighborhood impacts, multi-department deployment model, and other stadium event support issues.
- Public Safety Stadium Training (100% stadium reimbursed) – funding for specialized training related to events at Levi’s Stadium including firearms qualification, bicycle crowd control, sniper courses and incident command system training.

*Manage Strategically Our Workforce Capacity and Resources*

- Silicon Valley Power Staffing – adds two Electric Program Managers and one Electric Utility Engineer.
- Real Estate Attorney – funds one Assistant City Attorney position to support real estate legal matters.
- Communications and Outreach Manager – adds one Communications and Outreach Manager to oversee the redesign of the City’s website and Inside Santa Clara newspaper and provide support to all departments regarding communications planning, media relations, and public outreach. Adds one-time funding for the “Love Santa Clara” program.
- Information Technology Services Cost-Benefit Analysis Consultant – provides for a third- party review of the City’s current contract for information technology services including an evaluation of audio and visual needs.
- Solid Waste Organic Waste Diversion Program – provide resources to meet new state regulations regarding programs for organic waste diversion.
- Risk Management Program Resources – provide resources to support the Risk Manager with administrative tasks in an effort to develop a more robust risk management program.
- Public Records Act Resources – funding to assist with public records act requests until ongoing technology improvements are completed.
- Human Resources Administration – adds resources to provide administrative support to human resource operations.
- Convention Center Training and Travel - adds one-time funding for City staff to attend trainings related to the Convention Center.
- Housing Division Staffing - to assist with monitoring existing and new housing programs.
- Tuition Reimbursement and Professional Development – funds Working Scholars Program and offers educational benefits that improve employee skills and potential promotional opportunities.

- Firefighter Recruitment Pilot – funds marketing and outreach resources to promote a diverse applicant pool for the upcoming firefighter academy.
- City Council Sister Cities Travel – adds one-time funding for City Councilmembers to attend the Sister Cities conferences.
- Public Works Engineering Staff – realign positions to perform analytical work currently performed by engineers.
- Certified Access Specialist Program – funding to increase training for building inspectors to obtain accessibility certification.

### *Sustainability*

- Sustainability Program – adds one Assistant to the City Manager to oversee strategies outlined in the Climate Action Plan with a focus on creating a more sustainable, healthy, and livable community; work with Silicon Valley Power to evaluate energy efficiency programs; ensure a reliable water supply, and coordinate with public works and community development regarding new building requirements.
- Silicon Valley Power Staffing – adds one Electric Program Manager to support the utility’s electric vehicle program.
- Multi-Family Energy Rehab Program – a pilot program for multifamily housing for projects achieving 15% whole building energy savings with gas, electric, and water measures.

### **Development Projects**

More than \$3 billion in new development projects are on the horizon for Santa Clara in the next few years, with the likelihood of more to come. There are many residential and commercial projects in various stages of planning. Below are highlights of a few of the larger projects.

- City Place – Situated on 240 acres, this project is being developed by the Related Companies. It includes Construction of a new multi-phased, mixed-use development of up to 9.16 million gross square feet of office buildings, retail and entertainment facilities, residential units, hotel rooms, surface and structured parking facilities, new open space and roads, landscaping and tree replacement, and new/upgraded/expanded infrastructure and utilities.
- Kylii Mixed Use Development Project – This project is in review for a General Plan amendment for a nine-parcel property to amend the designation from High-Intensity Office/Research to a newly-established mixed-use designation allowing a high-intensity mix of office, commercial, and residential uses. The proposed amendment could support future development on the property. Potential development area includes 3.5 million square feet of office and 6,000 housing units.
- Freedom Circle Mixed Use Project - This project proposes a General Plan Amendment and Re-zoning to Planned Development to construct a mixed-use development project on a 16.6 acre site within the Freedom Circle specific plan area, that consists of 1,018 residential units, 606,968 square feet of office space, 18,653 square feet of commercial space and 2.5 acres of publicly accessible open space, including bicycle and pedestrian connections to the San Tomas Aquino Creek Trail.



- Benton Street Mixed Use Project – Developed by Prometheus, this proposed project would consist of up to 355 apartment units including eight live-work units, 650 parking spaces, 1,601 square feet of leasing office space, 346 square feet pet spa area, 1,528 square feet of bike amenity space, an amenity roof deck with 4,341 square feet of club room and a fitness center, three private courtyards and a public courtyard facing The Alameda. The proposed residential density of the project would be 61.8 dwelling units per acre. The project includes approximately 22,000 square feet of retail space and potentially an additional 2,364 square feet of commercial space within 8 live-work units. The project site plan would allow preservation of two historic single-family houses located at 3410 The Alameda and 3370 The Alameda on the project site.

## FINANCIAL POLICIES

The City of Santa Clara has adopted a comprehensive set of financial policies. These policies address items such as budget, cash management, interfund loans, investments, reserves, and debt management. The City Council reviews and approves budgetary policies as part of the annual budget process. Investment and debt policy statements are reviewed and approved by the City Council under separated cover.

## AWARDS

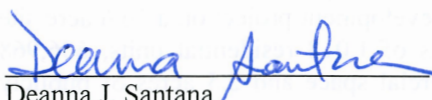
The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement in Excellence in Financial Reporting to the City of Santa Clara for its Comprehensive Annual Financial Report (CAFR) for the fiscal year ended June 30, 2018. The Certificate of Achievement is a prestigious national award, recognizing conformance with the highest standards for preparation of state and local government financial reports and is valid for a period of one year only. The City has received this prestigious award for the past twenty-seven consecutive years.


To be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized comprehensive annual financial report. This report must satisfy both accounting principles generally accepted in the United States of America and applicable legal requirements. We believe that our current CAFR continues to meet the Certificate of Achievement Programs' requirements and we are submitting it to GFOA to determine its eligibility for another certificate.

## ACKNOWLEDGEMENTS

The preparation of this report would not have been possible without the efficient and dedicated services of the entire staff of the Finance Department. We wish to thank all City departments for their assistance in providing the data necessary to prepare this report. Credit and thanks are also due to the Mayor and City Councilmembers for their unfailing support for maintaining the highest standards of professionalism in the management of the City of Santa Clara's finances.

Respectfully submitted,

  
Deanna J. Santana  
City Manager

  
Kenn Lee  
Director of Finance

**CITY OF SANTA CLARA**  
**COMPREHENSIVE ANNUAL FINANCIAL REPORT**  
**For the year ended June 30, 2019**

**ROSTER OF COUNCIL AND COMMISSION MEMBERS**

CITY COUNCIL

Mayor	Lisa M. Gillmor
Councilmember District 1	Kathleen Watanabe
Councilmember District 2	Raj Chahal
Councilmember District 3	Karen Hardy
Councilmember District 4	Teresa O'Neill
Councilmember District 5	Patricia Mahan
Councilmember District 6	Debi Davis

BOARD OF LIBRARY TRUSTEES

Leonne Broughman, Jan Hintermeister, David Kyo, Stephen Ricossa, Debbie Tryforos,

CULTURAL COMMISSION

Loretta Beavers, Harbir K. Bhatia, Candida A. Diaz, Debra von Huene, Jonathan Marinaro, Niharika “Niha” Mathur, Louis Samara

HOUSING REHABILITATION LOAN COMMITTEE

Michael Louis Ferrito, Councilmember Teresa O'Neill, Carmen Pascual, Bianca Wilczoch

PLANNING COMMISSION

Anthony Becker, Nancy A. Biagini, Yuki Ikezi, Sudhanshu Jain, Steve Kelly, Lance Saleme, Shawn Williams

SENIOR ADVISORY COMMISSION

Deena Brockett, Wanda Buck, Barbara A. “Bobbi” Estrada, Grant L. McCauley, Carolyn Seeger, Nancy Toledo

CIVIL SERVICE COMMISSION

Mario Bouza, Willie D. Brown Jr., John Casey, Franklin J. Felizardo, Carolyn G. McAllister

HISTORICAL AND LANDMARKS COMMISSION

Nancy A Biagini, Michael Celso, Priya Cherukuru, Stephen Estes, Patricia Leung, J.L. “Spike” Standifer, Ana Vargas-Smith

PARKS AND RECREATION COMMISSION

Burt Field, George Guerra, Andrew Knaack, Roseann Alderete LaCoursiere, Joe Martinez, Tino Silva, Kevan Michael Walke

SALARY SETTING COMMISSION

Pilar Arquero, Marjorie Banko, MV Kumar, John Sontag, David B. Stealey

YOUTH COMMISSION

Yusra Arub, Antonio Davila, Ria Grewal, Bella Jimenez, Jasmine Kelley-Tanti, Caroline Kloes, Vincent Kloes, Adrienne Krivokapic-Zhou, Damarah Madriaga, Kayla Phan, Siya Sharma, Meera Suresh, Smrithi Suresh, Natasha Yen, Sanjana Yerramaneni

**CITY OF SANTA CLARA  
COMPREHENSIVE ANNUAL FINANCIAL REPORT  
For the year ended June 30, 2019**

**EXECUTIVE MANAGEMENT TEAM**

CITY MANAGER

Deanna J. Santana

CITY ATTORNEY

Brian Doyle

CITY AUDITOR

Linh Lam

CITY CLERK

Hosam Haggag

ASSISTANT CITY MANAGER

Cynthia Bojorquez

CHIEF OF POLICE

Michael J. Sellers

ASSISTANT CITY MANAGER

Nadine Nader

FIRE CHIEF

William G. Kelly

ASSISTANT CITY MANAGER

Manuel Pineda

DIRECTOR OF COMMUNICATIONS

Lenka Wright

ASSISTANT CITY MANAGER

Ruth Shikada

CHIEF ELECTRIC UTILITY OFFICER

Manuel Pineda (Interim)

DIRECTOR OF FINANCE

Angela Kraetsch

DIRECTOR OF WATER & SEWER UTILITIES

Gary Welling

DIRECTOR OF PUBLIC WORKS

Craig Mobeck

DIRECTOR OF INFORMATION  
TECHNOLOGY/CIO

Gaurav Garg

DIRECTOR OF PARKS & RECREATION

James F. Teixeira

CITY LIBRARIAN

Hilary Keith

DIRECTOR OF COMMUNITY  
DEVELOPMENT

Andrew Crabtree

DIRECTOR OF HUMAN RESOURCES

Teresia Zadroga-Hasse



Government Finance Officers Association

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**City of Santa Clara  
California**

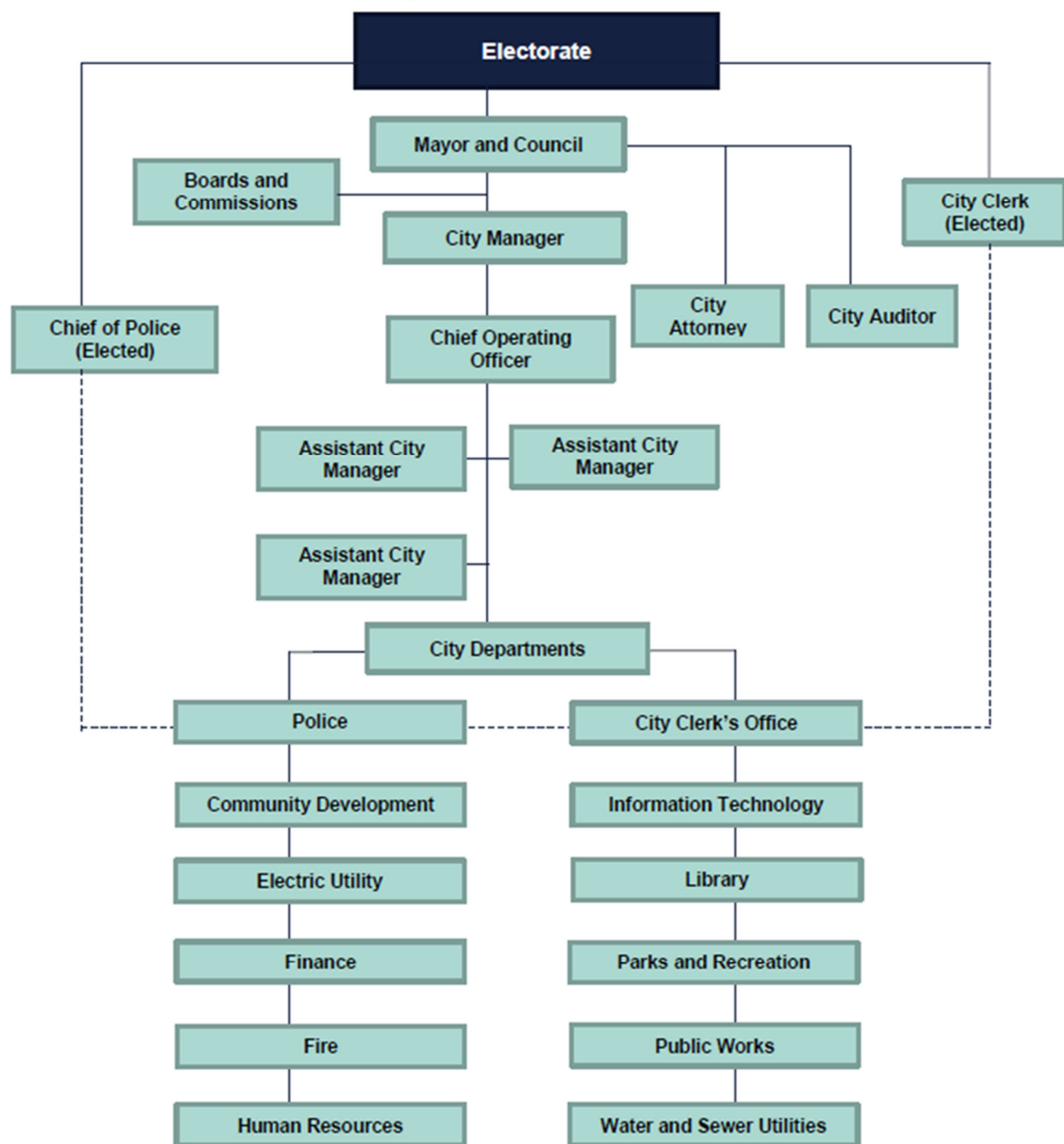
For its Comprehensive Annual  
Financial Report  
for the Fiscal Year Ended

**June 30, 2018**

*Christopher P. Morrell*

Executive Director/CEO

# Organization Chart





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# **Financial Section**

*Independent Auditor's Report  
on Basic Financial Statements*

*Management's Discussion and Analysis*





## INDEPENDENT AUDITOR'S REPORT

To the Honorable Members of the City Council  
City of Santa Clara, California

### ***Report on the Financial Statements***

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Santa Clara, California, as of and for the year ended June 30, 2019, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the Table of Contents. We did not audit the component unit financial statements of the Santa Clara Stadium Authority (Stadium Authority), as of and for the year ended March 31, 2019, which is both a major fund and 35.9%, 5.1%, and 15.9% of the assets, net position and revenues, respectively, of the business-type activities.

### ***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditor's Responsibility***

Our responsibility is to express opinions on these financial statements based on our audit. The financial statements of the Stadium Authority were audited by other auditors whose report has been furnished to us, and our opinion, insofar as it relates to the amounts included for the Stadium Authority, is based solely on the report of other auditors. We also did not audit the financial statements of Northern California Power Agency (NCPA), Transmission Agency of Northern California (TANC) and San Jose-Santa Clara Regional Wastewater Facility and Clean Water Financing Authority (SJSC) as of and for the year ended June 30, 2018, related to the calculation of the Investments in Joint Ventures. The Investment in these Joint Ventures collectively represents 7.8%, 15.5% and 0.0%, respectively, of total assets, net position and revenues of the business-type activities. The financial statements of the NCPA, TANC and SJSC were audited by other auditors whose reports have been furnished to us, and our opinion, insofar as it relates to the calculation of the Investments in Joint Ventures, is based solely on the reports of the other auditors.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

### ***Opinions***

In our opinion, based on our audit and the reports of the other auditors, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City as of June 30, 2019, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### ***Other Matters***

#### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis and other Required Supplementary Information as listed in the Table of Contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

#### ***Other Information***

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The Introductory Section, Supplemental Information, and Statistical Section listed in the Table of Contents are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The Supplemental Information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Supplemental Information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The Introductory and Statistical Sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated December 19, 2019, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

*Maye & Associates*

Pleasant Hill, California  
December 19, 2019

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## **MANAGEMENT'S DISCUSSION AND ANALYSIS**

The Management's Discussion and Analysis (MD&A) of the City of Santa Clara's (City) Comprehensive Annual Financial Report (CAFR) provides an overview of the City's financial activities for the fiscal year ended June 30, 2019. The intent of this discussion and analysis is to look at the City's financial performance. Readers should review the discussion and analysis in conjunction with the basic financial statements, as well as the notes to the financial statements to enhance their understanding of the City's financial performance.

### **FINANCIAL HIGHLIGHTS**

Financial highlights for fiscal year June 30, 2019 are as follows:

- The assets and deferred outflows of resources of the City exceeded its liabilities and deferred inflows of resources by \$1.8 billion in fiscal year 2018-19. Of this amount, \$(139) million represents unrestricted net position, an increase of \$65 million from fiscal year 2017-18. The deficit is comprised of a negative balance of \$170 million for governmental activities and a positive balance of \$31 million for business-type activities. The negative positive in governmental activities is primarily due to the net pension liability of \$395 million and the net Other Post Employment Benefit (OPEB) liability of \$20 million as of June 30, 2019.
- The City's total net position increased by \$143 million primarily due to a \$41 million increase in governmental activities from the higher receipts in various taxes and intergovernmental revenue, and increase in the fair value of investment and \$102 million increase in business-type activities mainly from the rate increases and lower operating costs in Electric utility, asset and equity in joint project increase in Sewer utility, and total liabilities decreases in the Stadium Authority.
- Net pension liability increased by \$8 million or 1.6% during fiscal year 2018-19 to \$524 million from \$516 million. The changes were mainly due to the decrease in the investment earnings. Deferred outflows of resources related to pensions are \$95 million at June 30, 2019, a decrease of \$21 million from prior year resulting from decrease in changes of assumptions, differences between expected and actual expenses, and net difference between projected and actual earning on the pension plan investments. More detail on the net pension liability are included in Note 13.
- The net OPEB liability was \$38 million at June 30, 2019, and decreased \$8 million or 17% from previous year. The decline was primarily attributed to the \$6 million increase in the deferred inflows OPEB related balances resulting from the changes in assumptions, differences between expected and actual experience, and net difference between projected and actual earnings on plan investments. More detail on the net OPEB liability are include in Note 16.
- The City's total liabilities excluding net pension liability and net OPEB liability decreased by \$57 million to \$1,091 billion at June 30, 2019. The primary factors leading to the decrease is the debt repayment of Stadium Authority loans.
- As of June 30, 2019, the City's governmental funds reported combined fund balances of \$361 million, an increase of \$33 million from the prior year. At June 30, 2019, \$148 million is in the unassigned fund balance and available for spending at the City's discretion.
- At the close of fiscal year 2018-19, the General Fund had assets of \$238 million and a fund balance of \$229 million. This represents an increase in fund balance of \$33 million, or 17% from prior fiscal year. The increase is primarily attributed to a \$14.7 million redistribution from the proceeds of the sale of the Great America Theme Park land and \$9 million increase in sales tax revenue. Of the total

## MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)

fund balance, \$187 million was unrestricted (the total of committed, assigned, and unassigned components of fund balance).

- In November 2012, the Santa Clara Stadium Authority (Stadium Authority) elected to adjust its fiscal year to April 1 through March 31 to conform with the fiscal year of Stadium Funding Trust (FinanceCo). This report covers the twelve month period from April 1, 2018 through March 31, 2019. As of March 31, 2019, buildings, infrastructure and land improvements equaled \$751 million and the assets of the Stadium Authority exceeded its liabilities by \$60 million.
- The City's total outstanding long-term debt decreased by \$57 million during the current fiscal year primarily due to the repayment of Stadium Authority debt.

## OVERVIEW OF THE FINANCIAL STATEMENTS

This annual report consists of a series of financial statements and notes to those statements. These statements are organized so the reader can understand the City as a whole. This report consists of six parts – introductory section, financial/MD&A section, basic financial statements, required supplementary information, supplementary information, and statistical section.

The basic financial statements include two types of statements that present different views of the City:

- The *Government-wide Financial Statements* provide both long-term and short-term information about the City's overall financial status.
- The *Fund Financial Statements* focus on individual parts of the government, reporting the City's operations in more detail than the government-wide statements.

### Government-wide Financial Statements

Government-wide statements report information about the City as a whole using accounting methods similar to those used by private-sector companies. They include the Statement of Net Position and the Statement of Activities.

The Statement of Net Position presents information on all of the government's assets, deferred outflows of resources, liabilities and deferred inflows of resources. Over time, increases or decreases in the City's net position may serve as an indicator of whether the financial position of the City is improving or deteriorating.

The Statement of Activities provides information about the City's revenues and expenses, regardless of the timing of related cash flows. The Statement of Activities explains in detail the change in net position for the fiscal year.

The Government-wide Financial Statements are divided into two categories:

- *Governmental Activities*—all of the City's basic services are governmental activities. Included in basic services are the City Council, City Manager, City Clerk, City Attorney, Information Technology, Human Resources, Finance, Parks and Recreation, Library, Planning and Inspection, Public Works, Police, and Fire. These services are principally supported by taxes and intergovernmental revenues.
- *Business-Type Activities*—unlike governmental services, these services are intended to recover all or a significant portion of their costs through user fees and charges. All the City's enterprise activities are reported as business-type activities, including the Major funds (Electric, Water, Sewer, Water

## MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)

Recycling utilities, and Stadium Authority) and Non-Major funds (Solid Waste, Cemetery, Santa Clara Golf & Tennis Club, Santa Clara Convention Center, and Sports and Open Space Authority).

The City is the primary government in this report. These financial statements include four entities that, although legally separate, are important because they are blended component units of the City. These component units are the Stadium Authority, City of Santa Clara Sports and Open Space Authority, the Santa Clara Housing Authority, and the City of Santa Clara Public Facilities Financing Corporation. These component units have been included as an integral part of the City (that is, they have been “blended” with those of the City) and they are not reported as separate discrete component units in these financial statements.

### **Fund Financial Statements**

The Fund Financial Statements provide detailed information about each of the City's most significant funds, called major funds. Each major fund is presented individually, with all non-major funds combined in a single column on each fund statement. The non-major fund statements are presented in the Supplementary Information section of this report. Major funds present the primary activities of the City for the year and may change from year to year as a result of changes in the pattern of the City's activities. All the funds of the City can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

*Governmental Funds:* Most of the City's basic services are included in Governmental Funds which focus on how money flows into and out of these funds and the balance left at fiscal year-end that are available for spending. These funds are reported using an accounting method called modified accrual accounting, which measures cash and all other financial assets that can readily be converted to cash. The governmental funds statements provide a detailed short-term view of the City's general governmental operations and the basic services it provides. Governmental fund information helps determine whether there are more or fewer financial resources that can be spent in the near future to finance the City's programs. Because the focus of governmental funds is narrower than that of the Government-wide Financial Statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the Government-wide Financial Statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the Governmental Fund Balance Sheet and the Governmental Fund Statement of Revenues, Expenditures, and Changes in Fund Balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

*Proprietary Funds:* Enterprise and Internal Service Fund Financial Statements are prepared on the full accrual basis of accounting, similar to that used by private sector companies. Proprietary funds are reported in the same way that all activities are reported in the Statement of Net Position and the Statement of Revenues, Expenses, and Changes in Net Position. The City's Proprietary Funds are the same as the business-type activities reported in the Government-wide Statements but provide more detail and additional information, such as cash flows.

Since the City's Internal Service Funds provide goods and services only to the City's governmental and business-type activities, their activities are only reported at the fund level. Internal Service Funds cannot be considered major funds because their revenues are derived from other City funds. Revenues between funds are eliminated in the Government-wide Financial Statements and any related profits or losses are returned to the activities in which they were created, along with any residual net position of the Internal Service Funds.

*Fiduciary Funds:* Fiduciary Funds are prepared on the full accrual basis, similar to the Proprietary Funds. The City has three types of Fiduciary Funds: the Agency Funds (which includes Employee Benefit and Liability Clearing, Special Assessments, and Deposits), the Other Post Employment Benefit (OPEB) Plan



## **MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)**

Trust Fund and the Private Purpose Trust Funds (which includes the Charitable Trust and Successor Agency). The City's fiduciary activities are reported separately in the Statement of Fiduciary Net Position and the Statement of Changes in Fiduciary Net Position. These activities are excluded from the City's Financial Statements because the City cannot use these assets to finance its own operations.

### **Notes to the Financial Statements**

The notes provide additional information that is necessary to acquire a full understanding of the data provided in the Government-wide and Fund Financial Statements. The Notes to the Financial Statements follow the basic financial statements.

### **Other information**

In addition to the basic financial statements and accompanying notes, this report also presents required supplementary information. This information includes budgetary comparison schedules and the City's progress in funding its obligation to provide pension and other post-employment benefits to its employees. Required supplementary information can be found immediately following the Notes to the Financial Statements.

# MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)

## GOVERNMENT-WIDE FINANCIAL STATEMENTS ANALYSIS

### Citywide Financial Statements

This section focuses on the City's net position and changes in net position of its governmental and business-type activities for the fiscal year ending June 30, 2019. As noted earlier, the City's total assets and deferred outflows of resources exceed total liabilities and deferred inflows of resources by \$1.8 billion at the end of the fiscal year, an increase in net position of \$143 million.

**Table 1**  
**Governmental And Business-Type Net Position**  
**(in millions)**

	Governmental Activities		Business-Type Activities		Total	
	2019	2018 <sup>(1)</sup>	2019	2018	2019	2018 <sup>(1)</sup>
Cash and investments	\$ 326	\$ 309	\$ 583	\$ 533	\$ 909	\$ 842
Other assets	162	145	283	267	445	412
Capital assets	603	573	1,443	1,456	2,046	2,029
<b>Total Assets</b>	<b>1,091</b>	<b>1,027</b>	<b>2,309</b>	<b>2,256</b>	<b>3,400</b>	<b>3,283</b>
Deferred outflows on derivative instruments	-	-	-	4	-	4
Deferred outflows from refunding	-	-	4	5	4	5
Deferred outflows pension related	74	89	21	27	95	116
<b>Total Deferred Outflows of Resources</b>	<b>74</b>	<b>89</b>	<b>25</b>	<b>36</b>	<b>99</b>	<b>125</b>
Long-term liabilities outstanding	18	19	535	591	553	610
Net OPEB liability	20	24	18	22	38	46
Net pension liability	395	389	129	127	524	516
Other liabilities	61	56	477	482	538	538
<b>Total Liabilities</b>	<b>494</b>	<b>488</b>	<b>1,159</b>	<b>1,222</b>	<b>1,653</b>	<b>1,710</b>
Deferred inflows from refunding	-	-	-	1	-	1
Deferred inflows OPEB related	3	-	3	-	6	-
Deferred inflows pension related	8	9	2	1	10	10
<b>Total Deferred Inflows of Resources</b>	<b>11</b>	<b>9</b>	<b>5</b>	<b>2</b>	<b>16</b>	<b>11</b>
Net investment in capital assets	585	553	953	918	1,538	1,471
Restricted	245	246	186	174	431	420
Unrestricted	(170)	(180)	31	(24)	(139)	(204)
<b>Total Net Position</b>	<b>\$ 660</b>	<b>\$ 619</b>	<b>\$ 1,170</b>	<b>\$ 1,068</b>	<b>\$ 1,830</b>	<b>\$ 1,687</b>

(1) Certain amounts in the prior year have been reclassified in order to be consistent with the current year's presentation.

## **MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)**

The largest portion of the City's net position, \$1.5 billion (84%), is its investment in capital assets (e.g., land, infrastructure, buildings, machinery and equipment), less any related outstanding debt that was used to acquire those assets. The City uses these capital assets to provide services to its residents and other stakeholders. Accordingly, these assets are not available for future spending. Although the City's investment in its capital assets is reported net of related debt, the resources needed to repay this debt must be provided from other sources because the capital assets themselves cannot be used to liquidate these liabilities.

The restricted portion of the City's net position of \$431 million (24%) represents resources that are subject to external restrictions on how they may be used. The remaining balance of \$(139) million (-8%) is unrestricted and is negative due to the City's net pension and OPEB liabilities.

At the end of the current fiscal year, the City is able to report positive balances in all reported categories of net position except for the Workers' Compensation Insurance Claims, Special Liability Insurance Claims, Cemetery Enterprise Fund, Solid Waste Enterprise Fund, and Santa Clara Golf and Tennis Club.

## MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)

**Table 2**  
**Governmental and Business-Type Changes in Net Position**  
**(in millions)**

	Governmental Activities		Business-Type Activities		Total	
	2019	2018	2019	2018	2019	2018
Revenues:						
Program revenues:						
Charges for services	\$ 48	\$ 37	\$ 708	\$ 722	\$ 756	\$ 759
Operating grants and contributions	8	7	-	-	8	7
Capital grants and contributions	24	20	4	4	28	24
General revenues:						
Taxes:						
Sales	65	56	-	-	65	56
Ad valorem property	59	55	-	-	59	55
Transient occupancy	23	21	-	-	23	21
Other	6	6	-	-	6	6
Contribution in lieu of taxes	21	22	-	-	21	22
Investment earnings	7	5	17	16	24	21
Net increase (decrease) in fair value of investments	8	(2)	10	(4)	18	(6)
Rents and royalties	10	11	-	-	10	11
Other	30	16	-	-	30	16
Total revenues	309	254	739	738	1,048	992
Expenses:						
General Administration	31	25	-	-	31	25
City Clerk	1	1	-	-	1	1
City Attorney	2	1	-	-	2	1
Human Resources	2	2	-	-	2	2
Finance	7	6	-	-	7	6
Public Works	46	38	-	-	46	38
Parks and Recreation	23	21	-	-	23	21
Public Safety:						
Police	72	77	-	-	72	77
Fire	58	55	-	-	58	55
Planning and Inspection	13	11	-	-	13	11
Library	13	12	-	-	13	12
Interest on long-term debt	1	1	-	-	1	1
Utilities:						
Electric-						
Retail	-	-	386	402	386	402
Wholesale	-	-	23	35	23	35
Water	-	-	46	42	46	42
Sewer	-	-	29	26	29	26
Water Recycling	-	-	6	5	6	5
Solid Waste	-	-	25	23	25	23
Cemetery	-	-	1	1	1	1
Santa Clara Golf and Tennis Club	-	-	3	3	3	3
Santa Clara Convention Center	-	-	13	9	13	9
Santa Clara Stadium Authority	-	-	104	111	104	111
Total expenses	269	250	636	657	905	907
Increase in net position before transfers	40	4	103	81	143	85
Transfers in (out)	1	1	(1)	(1)	-	-
Increase in net position before special item	41	5	102	80	143	85
Change in accounting principal	-	(25)	-	(23)	-	(48)
Net position - July 1	619	614	1,068	988	1,687	1,602
Net position - June 30	\$ 660	\$ 619	\$ 1,170	\$ 1,068	\$ 1,830	\$ 1,687

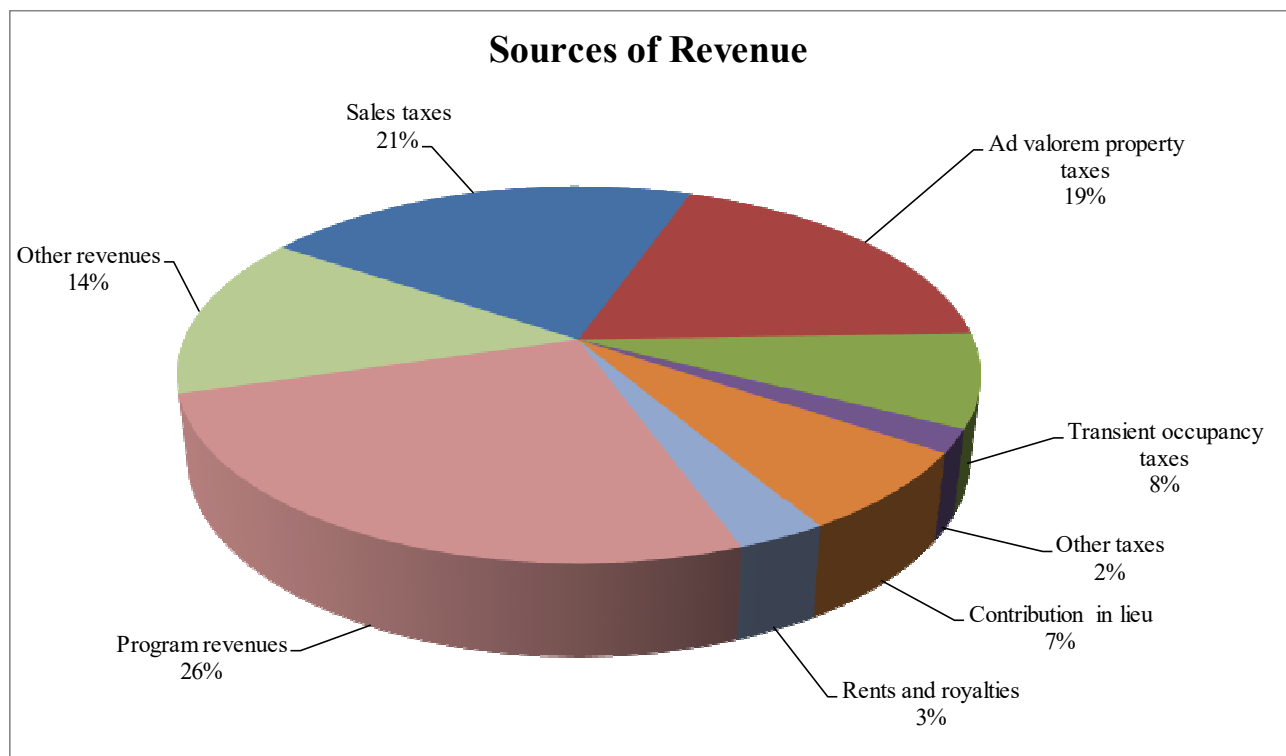
## MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)

*Governmental Activities* - governmental activities increased the City's net position by \$41 million. This is primarily due to the higher general fund revenues and increases in the fair value of the investments.

*Business-type Activities* - business-type activities increased the City's net position by \$102 million. This is primarily due to an increase of \$65 million in the Electric Utility as a result of lower resource costs in operating activities and higher fair value of investments, an increase of \$18 million in the Sewer Utility Fund due to increased assets and equity in joint venture, and a \$17 million increase from Stadium Authority operations.

### Governmental Activities

The chart below presents revenues by source for Governmental Activities. General revenues are composed of taxes and other revenues not specifically generated by, or restricted to, individual activities. All tax revenues and investment earnings are included in general revenues.



## MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)

The following analysis presents a comparison of fiscal year 2018-19 and fiscal year 2017-18 by the total cost and net cost of each of the City's largest programs. Net cost is defined as total program cost less the revenues generated by those specific activities. It is common to see Governmental Activities as net cost generators, wherein costs of governmental activities are greater than the revenues they generate.

**Table 3**  
**Governmental Activities**  
**(in millions)**

	Total Cost Of Services		Net Cost Of Services	
	2019	2018	2019	2018
General Administration	\$ 31	\$ 25	\$ 21	\$ 23
City Clerk	1	1	1	1
City Attorney	2	1	2	1
Human Resources	2	2	2	2
Finance	7	6	6	5
Public Works	46	38	10	9
Parks and Recreation	23	21	20	18
Public Safety:				
Police	72	77	70	70
Fire	58	55	49	46
Planning and Inspection	13	11	(6)	(2)
Library	13	12	12	12
Interest on long-term debt	1	1	1	1
Totals	<u>\$ 269</u>	<u>\$ 250</u>	<u>\$ 188</u>	<u>\$ 186</u>

In fiscal year 2018-19, total costs of services increased \$19 million and net costs increased \$2 million. The increased cost for Governmental Activities is primarily due to the salary and benefit cost increases in General Administration, increased spending in street maintenance in Public Works, and retroactive overtime payments to be in compliance with the Fair Labor Standard Act for the Fire Department.

## MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)

### Business-type Activities

The following analysis provides the total costs and net costs of each of the City's enterprise funds. Net cost is defined as total program cost less the revenues generated by each enterprise fund.

**Table 4**  
**Business-Type Activities**  
**(in millions)**

	Total Cost Of Services		Net Cost Of Services	
	2019	2018	2019	2018
Utilities:				
Electric -				
Retail	\$ 386	\$ 402	\$ (46)	\$ (38)
Wholesale	23	35	(5)	-
Water	46	42	(1)	(5)
Sewer	29	26	(15)	(25)
Water Recycling	6	5	-	(1)
Solid Waste	25	23	(1)	-
Cemetery	1	1	1	1
Santa Clara Golf and Tennis Club	3	3	1	1
Santa Clara Convention Center	13	9	-	(1)
Santa Clara Stadium Authority	104	111	(9)	(1)
Totals	<u>\$ 636</u>	<u>\$ 657</u>	<u>\$ (75)</u>	<u>\$ (69)</u>

The City's business-type total costs of services decreased \$21 million and net costs of services decreased by \$6 million as of June 30, 2019. The net costs of services for the Electric Utility were (\$51) million, a decrease of \$13 million from the prior year. This net cost decrease can be attributed to a decrease in power purchase costs. The net cost of services in the Water Utility Fund decreased \$4 million and is due to the increase in the resource purchases. The net cost of services in Sewer Utility Fund decrease of \$10 million is mainly due to the \$7 million equity decrease in the joint project with City of San Jose. The net cost of services in Solid Waste Fund decrease of \$1 million is mainly due to recognizing increased landfill post-closure costs to meet accounting requirements in fiscal year 2018-19.

## FUND FINANCIAL STATEMENTS

### Financial Analysis of Governmental Funds

The City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for discretionary use as they represent the portion of fund balance which has not yet been limited to use for a particular purpose.

## MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)

At June 30, 2019, the City's governmental funds reported a combined fund balance of \$361 million, an increase of \$33 million or 10% in comparison with the prior fiscal year. Approximately 41% or \$148 million constitutes unassigned fund balance, which is available for spending at the government's discretion. The remainder of the fund balance is either nonspendable, restricted, committed, or assigned to indicate that it is 1) not in spendable form, \$24 million, 2) restricted for particular purposes, \$105 million, 3) committed for particular purposes, \$76 million, or 4) assigned for particular purposes, \$8 million.

Governmental fund revenues increased \$56 million, or 22%, from prior year to \$309 million. Most of this increase is attributed to a one-time \$14.7 million distribution related to the sale of the Great America Theme Park land, an \$11 million increase in investments market value, a \$15 million increase in taxes, and an \$8 million increase in licenses and permits due to more development activities compared to the prior year.

Governmental fund expenditures were \$275 million, an increase of \$25 million from the prior year. The increase is primarily attributable to higher salary and benefit costs in the General Fund.

### **General Fund**

#### *Revenues*

The City's General Fund revenues totaled \$283 million in fiscal year 2018-19, an increase of \$53 million or 23% from the prior fiscal year.

Sales tax is the largest revenue source for the City's General Fund and accounts for approximately 22% of direct General Fund revenues. Sales tax revenue increased \$9 million primarily due to the steady increase in local business returns and a true up adjustment from the State for the fiscal year 2017-18 tax allocation.

Property tax revenues for fiscal year 2018-19 were \$59 million, an increase of \$4 million or 7% from the prior year as a result of growth in the assessed valuation on secured properties and the value of the new construction projects being added to the tax roll.

Transient occupancy taxes were \$23 million in fiscal year 2018-19, a \$3 million or 13% higher than fiscal year 2017-18.

Licenses, permits, fines and penalties revenues were \$16 million in fiscal year 2018-19 compared with \$9 million in fiscal year 2017-18. The increase is due to increased construction activity and related building permit fees.

Intergovernmental revenues were \$17 million in fiscal year 2018-19 compared to \$5 million in the previous year. The increase is due to a \$15 million distribution of proceeds from the Successor Agency's sale of land in the fiscal year 2018-19.

Charges for services totaled \$47 million in fiscal year 2018-19 compared to \$43 million in the prior fiscal year. This increase is largely attributed to fee increases.

Contributions in-lieu of taxes were approximately \$21 million in fiscal year 2018-19, which is consistent with prior year results.

Interest and rent revenues were \$16 million in fiscal year 2018-19 compared to \$14 million in fiscal year 2017-18. The increase is due to higher interest rates in the current year.



## MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)

### *Expenditures*

General Fund expenditures totaled \$224 million for fiscal year 2018-19 compared to \$211 million in the prior year. This amount excludes encumbrances and re-appropriations.

Salaries and benefits expenditures were \$176 million in fiscal year 2018-19 compared with \$167 million in fiscal year 2017-18, an increase of \$9 million. This increase is primarily due to increased salary and benefit costs as well as an increase in General Fund positions.

Other operating expenditures, including materials, services, and supplies, internal service fund charges and minor capital outlays, were \$47 million in fiscal year 2018-19, an increase of \$3 million from the previous fiscal year.

Transfers out for fiscal year 2018-19 were \$28 million compared to \$18 million in the prior year. This increase of \$10 million was primarily due to transfer of funding for the purchase of the Great America parking lot in fiscal year 2018-19.

### *Fund Balance*

As of June 30, 2019, total fund balance in the General Fund was \$229 million, up \$33 million from fiscal year 2017-18. Table 5A shows the breakdown of various components compared with the prior fiscal year.

**Table 5A**  
**General Fund Balance for the Fiscal Year Ended June 30, 2019**  
**(in millions)**

	2019	2018	Net Change
Nonspendable	\$ 24	\$ 25	\$ (1)
Restricted	18	14	4
Committed	31	42	(11)
Assigned	8	7	1
Unassigned	148	108	40
	<u>229</u>	<u>196</u>	<u>33</u>
Total General Fund Balance	\$ 229	\$ 196	\$ 33

### **General Fund Budgetary Highlights**

The City's budget is a flexible-spending plan, which commits resources to the accomplishment of City Council goals and objectives. During the fiscal year, the City Council took action to amend the adopted General Fund budget. A summary of the budgetary comparison schedule for the General Fund, located in the required supplementary information following the notes to the financial statements, is shown in the following table:

## MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)

### Original Budget Compared to Final Budget

**Table 5B**  
**General Fund Budget for the Fiscal Year Ended June 30, 2019**  
**(in millions)**

	Original Budgeted Amount	Final Budgeted Amount	Net Change
Revenues	\$ 235	\$ 238	\$ 3
Expenditures	\$ 235	\$ 241	\$ 6
Other financing sources (uses)	\$ (13)	\$ (26)	\$ (13)

Adjustments to the original budget were based on the following:

- The increase in budgeted revenues is mainly due to a \$1.4 million mid-year budget adjustment for reimbursement of City costs from the College Football Playoff Host Committee and a \$1 million mid-year adjustment for Fire mutual aid reimbursement.
- The increase in budgeted expenditures is due to a \$4 million mid-year budget adjustment in the Fire department for required minimum staff overtime for backfill, \$1 million additional retroactive overtime appropriation to be compliant with the Fair Labor Standard Act, and a \$0.9 million increase in the salary and benefit category for the College Football playoff.
- The increase in budgeted Other Financing Uses is due to a \$7.5 million transfer from the General Fund Land Sale Proceeds Reserves to purchase the Great America North-South parking lot; \$3 million from General Fund Capital Project Reserves to fund the various capital improvement projects; and \$2.8 million transfer from the Budget Stabilization Reserves to fund the Special Liability Insurance Claims Fund and Santa Clara Golf and Tennis Club Fund to cover operating deficits.

### Final Budget Versus Actual

**Table 5C**  
**General Fund Final Budget Versus Actual for the Fiscal Year Ended June 30, 2019**  
**(in millions)**

	Final Budgeted Amount	Actual Amount	Variance
Revenues	\$ 238	\$ 282	\$ 44
Expenditures	\$ 241	\$ 224	\$ (17)
Other financing sources (uses)	\$ (26)	\$ (26)	\$ -

The most significant differences between actual and final budgeted amounts are explained as follows:

## **MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)**

- The final budgeted revenues resulted in a \$44 million positive variance mainly due to \$16 million increases in intergovernmental revenues from the RDA Successor Agency land sale redistribution and higher mutual aid reimbursement in the Fire department, a \$12 million increase in sales tax compared to the prior year, and a \$6 million increase in transient occupancy tax.
- Actual expenditures were \$17 million lower than the final budget as a result of lower departmental costs. See the General Fund Schedule of Revenues, Expenditures, and Changes in Fund Balances Budget Actual (Non-GAAP Basis) for additional details.

### **Santa Clara Housing Successor**

The Santa Clara Housing Successor (SCHS) Fund accounts for the activities related to the housing assets assumed by the City as Housing Successor to the Redevelopment Agency. The activities are governed by Community Redevelopment Law and must be used to provide housing for people with low and moderate incomes.

The SCHS's revenues were approximately \$2 million in fiscal year 2018-19. Revenues received were mostly loan repayments on low income loans. The general expenditures were \$549 thousand, comparable to the prior year. Expenditures are for case management services offered to persons experiencing (or at risk of) homelessness and increased administration and labor cost related to developing land held for development of affordable housing and managing and monitoring assets.

### **Non-Major Governmental Funds**

These funds are not presented separately in the Basic Financial statements but are individually presented in the Supplemental Information section of this report.

### **Financial Analysis of Enterprise Funds**

Enterprise Fund net position totaled \$1.17 billion at the end of fiscal year 2018-19, an increase of \$102 million or 9.4% over the prior fiscal year. Enterprise operating revenues were \$656 million, up \$11 million from last year's revenues. Fund operating expenses were \$577 million, down \$8 million from the prior year. The decrease can be primarily attributed to decreases in materials, supplies and services in the Electric Fund.

The change in the equity in joint venture in fiscal year 2018-19 was a loss of \$17 million, compared to a \$9 million gain in the previous year. This decrease of \$26 million is mostly due to the \$17 million refund to participant from the joint power agencies and decreased equity contribution to the San Jose Santa Clara Joint Wastewater Treatment Facility joint project. Not including the joint venture activity and net change in the fair value of the investment, non-operating revenues in fiscal year 2018-19 were \$83 million, remaining the same as the previous year. Non-operating expenses were \$53 million which were down \$17 million from the previous year because of the decreased wholesale resource purchases in the Electric Utility Fund.

### **Electric Utility**

This fund accounts for the operation of the City's electric utility services. Retail operating revenues were \$407 million in fiscal year 2018-19 compared with \$404 million in fiscal year 2017-18. The main reason for this increase was due to consumption increases in commercial and industrial sectors.

Retail operating expenses were \$368 million in fiscal year 2018-19 compared with \$387 million in fiscal year 2017-18, a decrease of \$19 million or 4.9%. Operating expenses were lower primarily due to decreases in the cost of purchased power.

## **MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)**

Revenues of wholesale power operations decreased to \$28 million in the current fiscal year, down from \$35 million in fiscal year 2017-18. The costs of wholesale power purchases decreased to \$23 million from \$35 million in the prior fiscal year.

Interest revenues were \$6 million in fiscal year 2018-19, up from \$4 million in fiscal year 2017-18 due primarily to a higher interest rate environment. Interest expense was \$12 million in current year, which increased \$4 million from fiscal year 2017-18 as a result of the SWAP termination.

The Electric Utility Fund had a net position of \$771 million at June 30, 2019, an increase of \$65 million from the prior fiscal year. Of this amount, \$412 million was net investment in capital assets, \$4 million was restricted for the pension stabilization fund, and \$354 million was unrestricted. The Electric Utility Fund is a participant in a number of joint ventures including Northern California Power Agency (NCPA), the Transmission Agency of Northern California (TANC), M-S-R Public Power Agency (MSR PPA), and M-S-R Energy Authority (MSR EA).

### **Water Utility**

This fund accounts for the operation of the City's water utility services. Operating revenues were \$46 million in fiscal year 2018-19, an increase of \$1 million from the prior fiscal year. The increase in revenue is due to an increase in utility rates which was offset by a decrease in water usage.

Operating expenses were \$46 million in fiscal year 2018-19, compared to \$42 million in fiscal year 2017-18. The increase is primarily due to an increase in the cost of materials, services and supplies compared to the prior year. A major contributor to the material increase was the increased cost of purchased water. The Water Utility Fund's net position at June 30, 2019 increased to \$55 million.

### **Sewer Utility**

This fund accounts for the maintenance of the City's sewer lines and related facilities. Operating revenues of the Sewer Utility increased from \$47 million in fiscal year 2017-18 to \$49 million in the current year. This increase is primarily due to an increase in sewer utility rates.

Operating expenses were \$29 million in fiscal year 2018-19, compared with \$25 million in the prior fiscal year. The majority of this increase is due to higher infrastructure maintenance costs for the City's sewer system.

The Sewer Utility Fund had a net position of \$254 million at June 30, 2019, an increase of \$18 million from the prior fiscal year. Of this amount, \$26 million was net investment in capital assets, \$144 million was restricted for joint venture capital projects and \$84 million was unrestricted. The Sewer Utility, together with the City of San Jose, owns the San Jose/Santa Clara Regional Wastewater Facility which is administered by the City of San Jose. The Utility's ownership share is approximately 19.58% of the assets, capital and operating costs. In fiscal year 2017-18, the City of San Jose reported that the gain of the Utility's equity in the Regional Wastewater Facility was \$18 million (fiscal year 2018-19 amounts were not available at the time of this report).

### **Water Recycling**

This fund accounts for the ongoing maintenance and operations of the City's wastewater reclamation system. Operating revenues have increased to \$6 million up \$1 from the prior fiscal year. The increased revenue is due to an increase in the recycled water utility rates. Operating expenses increased to \$6 million an increase

## **MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)**

of \$1 million from the prior fiscal year. The increase was due to a higher cost to purchase recycled water. The net position at June 30, 2019 is \$6 million.

### **Santa Clara Stadium Authority (Stadium Authority)**

These funds account for the development and operation of Levi's Stadium. As of March 31, 2019, the Stadium Authority recorded approximately \$106 million in operating revenue and incurred \$85 million in operating expenses. Net position at March 31, 2019 was \$60 million, an increase of \$17 million from the previous year.

### **Solid Waste**

This fund accounts for the administration of the City's garbage and rubbish collection service. Operating revenues were \$26 million in fiscal year 2018-19, an increase of \$2 million from fiscal year 2017-18. Operating expenses were \$25 million in fiscal year 2018-19, an increase of \$2 million from fiscal year 2017-18, mainly due to increases in the materials, service and supplies cost. Net position at June 30, 2019 has a deficit of \$1 million. This deficit is expected to be funded by charges for services in future years.

### **Cemetery**

This fund accounts for the Mission City Memorial Park's operations. Operating revenues were \$634 thousand, down 5%, over prior year, while operating expenses were up 8% due to an increase in salary and benefit and materials, services, and supplies expenditures. Net position at June 30, 2019 was \$(3.9) million, a decrease of \$700 thousand from fiscal year 2017-18. This fund has frequently run a deficit in its operation and capital activities, which has been covered by an advance from General Fund reserves.

### **Santa Clara Golf and Tennis Club**

This fund accounts for the operations of the City's public golf course. Operating revenues were \$2 million; unchanged from prior year while operating expenses were down by 3%. Net position at June 30, 2019 was \$(3.4) million.

### **Santa Clara Convention Center**

This fund accounts for the operations of the Santa Clara Convention Center. Operating revenues were \$13 million, an increase of 40% over prior year, while operating expenses were \$13 million, an increase of 38%. Net position at June 30, 2019 was \$32 million.

### **Sports and Open Space Authority (SOSA)**

This fund accounts for the acquisition and preservation of open space within the City and the development of local sports activities. There were no operating revenues in fiscal year 2018-19 due to the expiration of the operating lease. Operating expenses were \$10 thousand, with net position at June 30, 2019 coming in at \$2 million.

## MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)

### CAPITAL ASSETS

At June 30, 2019, the City's capital assets totaled \$603 million in Governmental Activities, and \$1.44 billion in Business-Type Activities, net of depreciation. They were invested in a broad range of categories, as shown in Table 6.

**Table 6**  
**Capital Assets at June 30, 2019**  
**(in millions)**

	2019	2018	Net Change
<b>Governmental Activities:</b>			
Land	\$ 116	\$ 109 #	\$ 7
Construction in progress	38	24	14
Land improvements	25	23	2
Buildings	212	212	-
Infrastructure	560	535	25
Machinery and equipment	80	76	4
Less accumulated depreciation	(428)	(406)	(22)
Totals	<u>\$ 603</u>	<u>\$ 573</u>	<u>\$ 30</u>
<b>Business-Type Activities:</b>			
Land	\$ 19	\$ 19	\$ -
Construction in progress	87	74	13
Land improvements	24	24	-
Buildings	919	917	2
Infrastructure	1,054	1,040	14
Machinery and equipment	24	24	-
Less accumulated depreciation	(684)	(642)	(42)
Totals	<u>\$ 1,443</u>	<u>\$ 1,456</u>	<u>\$ (13)</u>

The increase of \$30 million in the Governmental Funds asset base was primarily due to \$18 million of Contributed Infrastructure from various developers and \$7.5 million for the purchase of the Great America Parking Lot in July 2018. The \$13 million increase in Enterprise Funds infrastructure was due to various electric, water, and sewer projects.

The Capital Improvement Project Budget for fiscal year 2018-19 and Five-Year Financial Plan for fiscal year 2018-19 through fiscal year 2022-23 contain more detailed discussions of Capital Projects planned for the City of Santa Clara. See Note 9 to the financial statements for additional details on fiscal year 2018-19 capital assets.

## MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)

### DEBT ADMINISTRATION

Each of the City's debt issues is discussed in detail in Note 10 to the financial statements. At June 30, 2019 the City's debt was comprised of the following:

**Table 7**  
**Outstanding Debt at June 30, 2019**  
**(in millions)**

	Balance June 30, 2019	Balance June 30, 2018	Net Change
<b>Governmental Activity Debt:</b>			
Refunding Certificates of Participation, Series 2013	\$ 15	\$ 15	\$ -
Lease Agreement Between City of Santa Clara and City of Santa Clara Public Facilities Financing Corporation	3	4	(1)
<b>Business-Type Debt:</b>			
Electric Utility Revenue Bonds, net of unamortized discount	162	171	(9)
Electric Bank of America Loan Agreement	23	26	(3)
Sewer Utility Trimble Road Loan	10	11	(1)
StadCo Subordinated Loan <sup>(1)</sup>	39	67	(28)
StadCo CFD Advance <sup>(1)</sup>	31	33	(2)
Stadium Funding Trust Loan <sup>(1)</sup>	270	283	(13)
Total Debt	<u>\$ 553</u>	<u>\$ 610</u>	<u>\$ (57)</u>

(1) Stadium Authority's long-term obligations are based on a March 31 fiscal year end.

### SUCCESSOR AGENCY

On December 29, 2011, the California Supreme Court upheld Assembly Bill 1X 26 (AB 26) that provided for the dissolution of all redevelopment agencies in the State of California. On February 1, 2012 all redevelopment agencies in California were effectively dissolved. The Successor Agency for the Santa Clara Redevelopment Agency is currently in the process of winding down the affairs of the former Redevelopment Agency.

See Notes 21 and 22 for further information on the Redevelopment Agency dissolution and Successor Agency activities.

### ECONOMIC OUTLOOK

The economy of the City is discussed in the accompanying Transmittal Letter.

## **MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)**

### **CONTACTING THE CITY'S FINANCIAL MANAGEMENT**

This Comprehensive Annual Financial Report is intended to provide citizens, taxpayers, investors, and creditors with a general overview of the City's finances. A separate Annual Financial Report for Silicon Valley Power is available upon request. Questions about this Report should be directed to the City of Santa Clara Finance Department, at 1500 Warburton Avenue, Santa Clara, California, 95050, telephone (408) 615-2340.





# ***Basic Financial Statements***



<p style="text-align: center;"><b>CITY OF SANTA CLARA</b> <b>GOVERNMENT-WIDE FINANCIAL STATEMENTS</b> <b>STATEMENT OF NET POSITION AND STATEMENT OF ACTIVITIES</b></p>
--

The Statement of Net Position and the Statement of Activities summarize the entire City's financial activities and financial position. They are prepared on the same basis as is used by most businesses, which means they include all the City's assets and deferred outflows of resources and all its liabilities and deferred inflows of resources, as well as all its revenues and expenses. This is known as the full accrual basis—the effect of all the City's transactions is taken into account, regardless of whether or when cash changes hands, but all material internal transactions between City funds have been eliminated.

The Statement of Net Position reports the excess of the City's total assets and deferred outflows of resources over the City's total liabilities and deferred inflows of resources, including all the City's capital assets and all its long-term debt. The Statement of Net Position presents similar information to the balance sheet format, but presents it in a way that focuses the reader on the composition of the City's net position, by subtracting total liabilities and deferred inflows from total assets and deferred outflows.

The Statement of Net Position summarizes the financial position of all the City's Governmental Activities in a single column, and the financial position of all the City's Business-Type Activities in a single column; these columns are followed by a total column that presents the financial position of the entire City.

The City's Governmental Activities include the activities of its General Fund, along with all its Special Revenue, Debt Service, and Capital Projects funds. Since the City's Internal Service Funds service these Funds, their activities are consolidated with Governmental Activities, after eliminating interfund transactions and balances. The City's Business-Type Activities include all its Enterprise Fund activities.

The Statement of Activities reports increases and decreases in the City's net position. It is also prepared on the full accrual basis, which means it includes all the City's revenues and all its expenses, regardless of when cash changes hands. This differs from the “modified accrual” basis used in the Fund financial statements, which reflect only current assets, current liabilities, available revenues and measurable expenditures.

The format of the Statement of Activities presents the City's expenses first, listed by program, and follows these with the expenses of its business-type activities. Program revenues—that is, revenues which are generated directly by these programs—are then deducted from program expenses to arrive at the net (expense) revenue of each governmental and business-type program. The City's general revenues are then listed in the Governmental Activities or Business-Type Activities column, as appropriate, and the Change in Net Position is computed and reconciled with the Statement of Net Position.

Both these Statements include the financial activities of the City, the Santa Clara Housing Authority, the Santa Clara Stadium Authority, the City of Santa Clara Sports and Open Space Authority, and the City of Santa Clara Public Facilities Financing Corporation, which are legally separate but are component units of the City.

**CITY OF SANTA CLARA**  
**STATEMENT OF NET POSITION**  
**June 30, 2019**

	<b>Governmental Activities</b>	<b>Business-Type Activities</b>	<b>Total</b>
<b>ASSETS</b>			
<b>Current Assets</b>			
Cash and investments (Note 7):			
Pooled cash and investments	\$ 306,567,600	\$ 512,535,445	\$ 819,103,045
Investments with fiscal agent	485	31,868,050	31,868,535
Receivables (net of allowance for uncollectible):			
Accounts	6,966,870	95,327,187	102,294,057
Interest	1,432,262	2,078,162	3,510,424
Intergovernmental	31,421,141	-	31,421,141
Materials, supplies and prepaid	338,523	12,632,625	12,971,148
Land held for development (Note 2H)	18,761,366	-	18,761,366
<b>Total Current Assets</b>	<b>365,488,247</b>	<b>654,441,469</b>	<b>1,019,929,716</b>
<b>Noncurrent Assets</b>			
Restricted Cash (Note 7)	18,760,715	9,768,815	28,529,530
Investment with fiscal agent (Note 7)	711,662	27,409,663	28,121,325
Deposits (Note 7)	-	1,405,371	1,405,371
Internal balances (Note 8D)	7,964,936	(7,957,028)	7,908
Long term loans, net (Note 2BB)	84,872,175	-	84,872,175
Capital assets (Note 9):			
Land and construction in progress	154,199,971	105,995,332	260,195,303
Capital assets being depreciated, net	448,552,828	1,336,711,005	1,785,263,833
Investment in joint ventures (Note 12)	4,896,192	181,254,613	186,150,805
Other	5,270,988	-	5,270,988
<b>Total Noncurrent Assets</b>	<b>725,229,467</b>	<b>1,654,587,771</b>	<b>2,379,817,238</b>
<b>Total Assets</b>	<b>1,090,717,714</b>	<b>2,309,029,240</b>	<b>3,399,746,954</b>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>			
Refunding	-	4,563,668	4,563,668
Pension related items (Note 13)	74,176,824	20,942,508	95,119,332
<b>Total Deferred Outflows of Resources</b>	<b>\$ 74,176,824</b>	<b>\$ 25,506,176</b>	<b>\$ 99,683,000</b>

**CITY OF SANTA CLARA**  
**STATEMENT OF NET POSITION**  
**June 30, 2019**

	<b>Governmental Activities</b>	<b>Business-Type Activities</b>	<b>Total</b>
<b>LIABILITIES</b>			
Current Liabilities			
Accrued liabilities	\$ 22,685,562	\$ 34,312,603	\$ 56,998,165
Interest payable	325,390	10,911,549	11,236,939
Accrued compensated absences (Note 2K)	1,423,387	462,605	1,885,992
Unearned revenue, current portion	391,981	15,056,892	15,448,873
Landfill closure liability (Note 11)	-	490,000	490,000
Long-term debt-due within one year (Note 10)	1,859,000	29,330,563	31,189,563
<b>Total Current Liabilities</b>	<b>26,685,320</b>	<b>90,564,212</b>	<b>117,249,532</b>
Noncurrent Liabilities			
Long-term portion estimated claims (Note 19)	20,028,200	-	20,028,200
Accrued compensated absences (Note 2K)	16,199,851	5,264,980	21,464,831
Landfill closure liabilities (Note 11)	-	4,392,488	4,392,488
Accrued liabilities	-	5,003,547	5,003,547
Unearned revenue	-	400,819,874	400,819,874
Long-term debt-due after one year (Note 10)	15,692,284	506,070,174	521,762,458
Net OPEB liability-due after one year (Note 16)	19,874,065	18,271,935	38,146,000
Net pension liability-due after one year (Note 13)	395,134,050	129,082,427	524,216,477
<b>Total Noncurrent Liabilities</b>	<b>466,928,450</b>	<b>1,068,905,425</b>	<b>1,535,833,875</b>
<b>Total Liabilities</b>	<b>493,613,770</b>	<b>1,159,469,637</b>	<b>1,653,083,407</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Refunding	-	363,420	363,420
OPEB related items (Note 16)	3,306,790	3,040,210	6,347,000
Pension related items (Note 13)	7,511,055	2,039,343	9,550,398
<b>Total Deferred Inflows of Resources</b>	<b>10,817,845</b>	<b>5,442,973</b>	<b>16,260,818</b>
<b>NET POSITION (Note 18)</b>			
Net investment in capital assets	585,201,515	953,097,940	1,538,299,455
Restricted for:			
Capital projects and other agreements	82,867,283	180,705,899	263,573,182
Debt service	1,181,095	-	1,181,095
Housing activities	129,226,830	-	129,226,830
Community development	9,281,903	-	9,281,903
Transportation	1,730,113	-	1,730,113
Pension rate stabilization program	16,381,504	4,561,356	20,942,860
Other purposes	4,105,977	-	4,105,977
<b>Total Restricted Net Position</b>	<b>244,774,705</b>	<b>185,267,255</b>	<b>430,041,960</b>
Unrestricted Net Position	(169,513,297)	31,257,611	(138,255,686)
<b>Total Net Position</b>	<b>\$ 660,462,923</b>	<b>\$ 1,169,622,806</b>	<b>\$ 1,830,085,729</b>

**CITY OF SANTA CLARA**  
**STATEMENT OF ACTIVITIES**  
**For the year ended June 30, 2019**

Functions/Programs	Expenses	Indirect Expenses Allocation	Program Revenues		
			Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions
Governmental Activities:					
General Administration	\$ 38,294,432	\$ (7,966,052)	\$ 7,904,440	\$ 1,057,783	\$ 331,388
City Clerk	1,555,852	(292,491)	41,208	-	-
City Attorney	2,220,191	(519,984)	-	-	-
Human Resources	3,522,370	(1,511,204)	-	-	-
Finance	12,506,163	(5,394,834)	1,169,217	-	-
Public Works	48,505,000	(2,780,127)	6,893,138	5,474,877	23,303,076
Parks and Recreation	23,285,199	-	3,430,561	167,329	-
Public Safety:					
Police	72,448,536	-	1,378,755	627,657	-
Fire	58,119,953	-	7,880,905	973,084	-
Planning and Inspection	12,878,921	-	19,047,642	77,147	-
Library	12,686,670	-	112,711	79,025	-
Interest on long term debt	629,471	-	-	-	-
Total Governmental Activities	286,652,758	(18,464,692)	47,858,577	8,456,902	23,634,464
Business-type Activities:					
Utilities:					
Electric -					
Retail	376,290,226	10,002,638	432,554,873	-	-
Wholesale	22,519,497	-	27,708,493	-	-
Water	42,883,735	3,183,592	47,017,144	-	-
Sewer	27,513,505	1,948,301	44,762,560	-	-
Water Recycling	5,793,053	115,549	6,299,148	-	-
Solid Waste	23,037,631	2,355,575	25,982,917	-	-
Cemetery	1,165,345	91,517	633,788	-	-
Sports and Open Space Authority	9,466	-	-	-	-
Santa Clara Golf and Tennis Club	2,836,506	-	2,001,086	-	-
Santa Clara Convention Center	12,966,599	-	12,734,378	-	-
Santa Clara Stadium Authority	103,131,188	767,520	108,769,861	-	3,779,880
Total Business-type Activities	618,146,751	18,464,692	708,464,248	-	3,779,880
Total	\$ 904,799,509	\$ -	\$ 756,322,825	\$ 8,456,902	\$ 27,414,344
General Revenues:					
Taxes:					
Sales					
Ad valorem property					
Transient occupancy					
Other					
Contribution in lieu of taxes					
Investment earnings					
Net (decrease) in the fair value of investments					
Equity in gains/(losses) of joint ventures					
Rents and royalties					
Other					
Transfers (Note 8A)					
Total General Revenues and Transfers					
Change in Net Position					
Net Position - beginning					
Net Position - ending					

**CITY OF SANTA CLARA**  
**STATEMENT OF ACTIVITIES**  
**For the year ended June 30, 2019**  
**Net (Expense) Revenue and Changes in Net Position**

<b>Governmental Activities</b>	<b>Business-Type Activities</b>	<b>Total</b>
\$ (21,034,769)	\$ -	\$ (21,034,769)
(1,222,153)	-	(1,222,153)
(1,700,207)	-	(1,700,207)
(2,011,166)	-	(2,011,166)
(5,942,112)	-	(5,942,112)
(10,053,782)	-	(10,053,782)
(19,687,309)	-	(19,687,309)
(70,442,124)	-	(70,442,124)
(49,265,964)	-	(49,265,964)
6,245,868	-	6,245,868
(12,494,934)	-	(12,494,934)
(629,471)	-	(629,471)
(188,238,123)	-	(188,238,123)
-	46,262,009	46,262,009
-	5,188,996	5,188,996
-	949,817	949,817
-	15,300,754	15,300,754
-	390,546	390,546
-	589,711	589,711
-	(623,074)	(623,074)
-	(9,466)	(9,466)
-	(835,420)	(835,420)
-	(232,221)	(232,221)
-	8,651,033	8,651,033
-	75,632,685	75,632,685
(188,238,123)	75,632,685	(112,605,438)
65,036,080	-	65,036,080
58,501,737	-	58,501,737
23,228,956	-	23,228,956
5,954,624	-	5,954,624
21,304,288	-	21,304,288
6,989,790	16,618,356	23,608,146
8,082,098	9,921,314	18,003,412
27,572	-	27,572
9,762,353	-	9,762,353
30,256,703	-	30,256,703
742,270	(742,270)	-
229,886,471	25,797,400	255,683,871
41,648,348	101,430,085	143,078,433
618,814,575	1,068,192,721	1,687,007,296
\$ 660,462,923	\$ 1,169,622,806	\$ 1,830,085,729



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<p><b>CITY OF SANTA CLARA FUND FINANCIAL STATEMENTS GOVERNMENTAL FUNDS</b></p>
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The funds described below were determined to be Major Funds by the City in fiscal year 2018-19. Individual non-major funds may be found in the Supplementary section on page 170.

<p><b>MAJOR GOVERNMENTAL FUNDS</b></p>
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**GENERAL FUND**

The General Fund accounts for resources and services traditionally associated with government. The General Fund provides administrative, financial, police protection, fire protection, community development, recreation, and maintenance services to the community and other funds. The General Fund accounts for revenues that have unrestricted uses and are not required legally or by contractual agreement to be accounted for in another fund.

**SANTA CLARA HOUSING SUCCESSOR FUND**

The Santa Clara Housing Successor Fund accounts for the activities related to the housing assets assumed by the City as Housing Successor to the former Redevelopment Agency. The activities are governed by Community Redevelopment Law and must be used to provide housing for people with low and moderate incomes.

**CITY OF SANTA CLARA  
GOVERNMENTAL FUNDS  
BALANCE SHEET  
June 30, 2019**

	<b>General Fund</b>	<b>Santa Clara Housing Successor</b>
<b>ASSETS</b>		
Cash and investments (Note 7):		
Pooled cash and investments	\$ 163,364,502	\$ 12,795,810
Investments with fiscal agent - current	-	-
Restricted cash	16,381,504	-
Receivables (net of allowance for uncollectibles):		
Accounts	6,606,785	-
Interest	1,432,262	-
Loans	-	73,659,491
Intergovernmental	29,994,486	-
Due from other funds (Note 8B)	83,398	-
Materials, supplies and prepaids	23,931	-
Land held for development (Note 2H)	-	18,761,366
Investments with fiscal agent - noncurrent (Note 7)	-	-
Advances to other funds (Note 8C)	20,018,382	-
Other	22,680	-
<b>Total Assets</b>	<b>\$ 237,927,930</b>	<b>\$ 105,216,667</b>
<b>LIABILITIES</b>		
Accrued liabilities	\$ 8,942,891	\$ 354,795
Unearned revenue	391,981	-
Advances from other funds (Note 8C)	-	-
<b>Total Liabilities</b>	<b>9,334,872</b>	<b>354,795</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>		
Unavailable revenue - Loans	-	73,659,491
Unavailable revenue - Grants	-	-
<b>Total Deferred Inflows of Resources</b>	<b>-</b>	<b>73,659,491</b>
<b>FUND BALANCES (Note 18)</b>		
Nonspendable	24,420,634	-
Restricted	17,652,266	31,202,381
Committed	30,902,186	-
Assigned	7,879,405	-
Unassigned	147,738,567	-
<b>Total Fund Balances</b>	<b>228,593,058</b>	<b>31,202,381</b>
<b>Total Liabilities, Deferred Inflows of Resources and Fund Balances</b>	<b>\$ 237,927,930</b>	<b>\$ 105,216,667</b>

**CITY OF SANTA CLARA  
GOVERNMENTAL FUNDS  
BALANCE SHEET  
June 30, 2019**

<b>Non-Major Governmental Funds</b>	<b>Total Governmental Funds</b>
\$ 112,625,264	\$ 288,785,576
485	485
2,379,211	18,760,715
165,038	6,771,823
-	1,432,262
46,593,925	120,253,416
3,166,018	33,160,504
-	83,398
-	23,931
-	18,761,366
711,662	711,662
-	20,018,382
-	22,680
<u>\$ 165,641,603</u>	<u>\$ 508,786,200</u>
\$ 6,233,851	\$ 15,531,537
-	391,981
<u>10,130,273</u>	<u>10,130,273</u>
<u>16,364,124</u>	<u>26,053,791</u>
46,593,925	120,253,416
<u>1,739,364</u>	<u>1,739,364</u>
<u>48,333,289</u>	<u>121,992,780</u>
-	24,420,634
55,599,711	104,454,358
45,344,479	76,246,665
-	7,879,405
-	147,738,567
<u>100,944,190</u>	<u>360,739,629</u>
<u>\$ 165,641,603</u>	<u>\$ 508,786,200</u>

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**CITY OF SANTA CLARA**  
**RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS**  
**TO THE STATEMENT OF NET POSITION**  
**June 30, 2019**

**TOTAL GOVERNMENTAL FUND BALANCE** \$ 360,739,629

Amounts reported for Governmental Activities in the Statement of Net Position are different from those reported in the Governmental Funds above because of the following:

**CURRENT LIABILITIES**

The assets and liabilities below are due and payable in less than one year and more than 90 days and therefore are not reported in the Funds:

Current portion of accrued compensated absences excluding Internal Service Funds	(1,397,013)
Interest payable	(325,390)

**CAPITAL ASSETS**

Capital assets used in Governmental Activities are not current assets or financial resources and, therefore, are not reported in the Governmental Funds.	602,752,799
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**LONG TERM ASSETS**

Long-term receivable associated with lease agreements are not current assets or financial resources and, therefore, are not reported in the Governmental Funds	5,248,308
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<b>INVESTMENT IN NON-BUSINESS-TYPE JOINT VENTURE</b>	4,896,192
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**DEFERRED OUTFLOWS OF RESOURCES**

Pension related	73,341,747
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**ALLOCATION OF INTERNAL SERVICE FUND NET POSITION**

Internal Service Funds are not governmental funds. However, they are used by management to charge the costs of certain activities, such as insurance and central services and maintenance, to individual governmental funds. The net current assets of the Internal Service Funds are therefore included in Governmental Activities in the following line items in the Statement of Net Position:

Cash and investments	17,782,024
Accounts receivable	195,047
Materials, supplies and prepaid	314,592
Deferred outflows pension related items	835,077
Accrued liabilities, including short-term portion of estimated claims	(7,154,025)
Long-term portion of estimated claims	(20,028,200)
Compensated absences - current	(26,374)
Compensated absences - long-term	(300,166)
Internal balances	(2,006,571)
Net OPEB liability	(728,588)
Net pension liability	(5,147,127)
Deferred inflows OPEB related items	(121,228)
Deferred inflows pension related items	(81,319)

**LONG TERM LIABILITIES**

The assets and liabilities below are not due and payable in the current period and, therefore, are not reported in the Funds:

Reserve against conditional grant balances	(7,633,105)
Long-term debt	(17,551,284)
Non-current portion of accrued compensated absences (excluding Internal Service Funds)	(15,899,685)
Net OPEB liability (excluding Internal Service Funds)	(19,145,477)
Net pension liability (excluding Internal Service Funds)	(389,986,923)

**DEFERRED INFLOWS OF RESOURCES**

Unavailable revenues recorded in governmental funds financial statements resulting from activities in which revenues were earned but funds were not available are reclassified as revenues in Government-Wide Financial Statements.

OPEB related	92,505,281
Pension related	(3,185,562)
	(7,429,736)

<b>NET POSITION OF GOVERNMENTAL ACTIVITIES</b>	\$ 660,462,923
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**CITY OF SANTA CLARA**  
**GOVERNMENTAL FUNDS**  
**STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCES**  
**For the year ended June 30, 2019**

	<u>General Fund</u>	<u>Santa Clara Housing Successor</u>
REVENUES		
Taxes:		
Sales	\$ 65,036,080	\$ -
Ad valorem	58,501,737	-
Transient occupancy	23,228,956	-
Other	5,954,624	-
Licenses, permits, fines, and penalties	16,478,431	-
Intergovernmental	17,420,802	-
Charges for services	46,685,179	-
Contributions in-lieu of taxes	21,304,288	-
Interest and rents	15,511,636	321,969
Net increase (decrease) in the fair value of investments	8,082,098	-
Other	4,972,789	1,905,880
Total Revenues	<u>283,176,620</u>	<u>2,227,849</u>
EXPENDITURES		
Current:		
General Administration	27,274,622	548,571
City Clerk	1,439,870	-
City Attorney	2,005,911	-
Human Resources	3,150,577	-
Finance	11,697,081	-
Public Works	24,521,505	-
Parks and Recreation	19,710,226	-
Public Safety:		
Police	62,445,275	-
Fire	50,290,875	-
Planning and Inspection	11,341,307	-
Library	10,145,695	-
Capital outlay	153,575	-
Debt service (Note 10):		
Principal payments	-	-
Interest and fiscal fees	-	-
Total Expenditures	<u>224,176,519</u>	<u>548,571</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	<u>59,000,101</u>	<u>1,679,278</u>
OTHER FINANCING SOURCES (USES)		
Transfers in (Note 8A)	1,717,039	-
Transfers (out) (Note 8A)	(27,898,582)	-
Total Other Financing Sources (Uses)	<u>(26,181,543)</u>	<u>-</u>
NET CHANGE IN FUND BALANCE	32,818,558	1,679,278
Fund balances - beginning	<u>195,774,500</u>	<u>29,523,103</u>
Fund balances - ending	<u>\$ 228,593,058</u>	<u>\$ 31,202,381</u>

**CITY OF SANTA CLARA  
GOVERNMENTAL FUNDS  
STATEMENT OF REVENUES, EXPENDITURES  
AND CHANGES IN FUND BALANCES  
For the year ended June 30, 2019**

<b>Non-Major Governmental Funds</b>	<b>Total Governmental Funds</b>
\$ -	\$ 65,036,080
-	58,501,737
-	23,228,956
-	5,954,624
-	16,478,431
12,263,780	29,684,582
2,382,278	49,067,457
-	21,304,288
1,093,877	16,927,482
-	8,082,098
8,141,899	15,020,568
23,881,834	309,286,303
8,269,975	36,093,168
-	1,439,870
-	2,005,911
-	3,150,577
-	11,697,081
7,073,365	31,594,870
315,926	20,026,152
353,806	62,799,081
684,428	50,975,303
179,791	11,521,098
88,701	10,234,396
30,228,548	30,382,123
1,786,000	1,786,000
712,141	712,141
49,692,681	274,417,771
(25,810,847)	34,868,532
41,616,943	43,333,982
(17,102,026)	(45,000,608)
24,514,917	(1,666,626)
(1,295,930)	33,201,906
102,240,120	327,537,723
\$ 100,944,190	\$ 360,739,629



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**CITY OF SANTA CLARA**  
**RECONCILIATION OF THE GOVERNMENTAL FUNDS STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCES TO THE GOVERNMENT-WIDE STATEMENT OF ACTIVITIES**  
**For the year ended June 30, 2019**

<b>NET CHANGE IN FUND BALANCES - TOTAL GOVERNMENTAL FUNDS</b>	<b>\$ 33,201,906</b>
Amounts reported for governmental activities in the Statement of Activities are different because of the following:	
<b>ACCRUAL OF CURRENT ITEMS</b>	
The amounts below included in the Statement of Activities do not provide or (require) the use of financial resources over 90 days and therefore are not reported as revenue or expenditures in governmental funds (net change):	
Current portion of accrued compensated absences	(66,821)
<b>CAPITAL ASSET TRANSACTIONS</b>	
Governmental Funds report capital outlays as expenditures. However, in the Statement of Activities the cost of those assets is capitalized and allocated over their estimated useful lives and reported as depreciation expense.	
The capital outlay expenditures are therefore added back to fund balance	30,382,123
Depreciation expense is deducted from the fund balance	
(Depreciation expense is net of Internal Service Fund depreciation of \$2,879,523 which has already been allocated to serviced funds.)	(20,022,198)
Retirements and transfers of capital assets (net of Internal Service Fund retirement of \$39,567)	(6,065)
Contributions of infrastructure improvements by developers and equipment are capitalized in the Statement of Activities, but are not recorded in the Governmental Fund Statements because no cash changed hands.	18,425,115
<b>JOINT VENTURES - PROFIT FROM EQUITY</b>	<b>27,572</b>
<b>LONG TERM DEBT PROCEEDS AND PAYMENTS</b>	
Repayment of bond principal is an expenditure in the governmental funds, but in the Statement of Net Position the repayment reduces long-term liabilities.	
Repayment of debt principal is added back to fund balance	1,786,000
<b>ACCRUAL OF NON-CURRENT ITEMS</b>	
The amounts below included in the Statement of Activities do not provide or (require) the use of current financial resources and therefore are not reported as revenue or expenditures in governmental funds (net change):	
Provision for reserve of conditional grants	(521,305)
Non-current portion of accrued compensated absences	(2,000,319)
Interest payable	82,670
Unavailable revenue	(98,983)
OPEB related expense	899,399
Pension related expense	(19,059,666)
<b>ALLOCATION OF INTERNAL SERVICE FUND ACTIVITY</b>	
Internal Service Funds are used by management to charge the costs of certain activities, such as equipment acquisition, maintenance, and insurance to individual funds.	
The portion of the net revenue (expense) of these Internal Service Funds, arising out of their transactions with Governmental Funds, is reported with governmental activities, because they service those activities.	
Change in Net Position - All Internal Service Funds, net	801,984
Change in Net Position of Internal Service Funds reported with Business-Type Activities	(2,183,064)
<b>CHANGE IN NET POSITION OF GOVERNMENTAL ACTIVITIES</b>	<b><u>\$ 41,648,348</u></b>

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<p style="text-align: center;"><b>CITY OF SANTA CLARA</b> <b>MAJOR PROPRIETARY FUNDS</b></p>
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Proprietary funds account for City operations financed and operated in a manner similar to a private business enterprise. The intent of the City is that the cost of providing goods and services be financed primarily through user charges. Individual non-major Proprietary funds may be found in the Supplementary section.

The City has identified the funds below as major proprietary funds in fiscal year 2018-19.

GAAP does not require the disclosure of budget versus actual comparisons regarding proprietary funds that are major funds.

#### ELECTRIC UTILITY FUND

This fund accounts for the operation of the City's electric utility, a self-supporting activity that provides services on a user charge basis to residences and businesses.

#### WATER UTILITY FUND

This fund accounts for the operation of the City's water utility, a self-supporting activity that provides services on a user charge basis to residences and businesses.

#### SEWER UTILITY FUND

The sewer utility fund accounts for the maintenance of the City's sewer lines and related facilities. It is a self-supporting activity that provides services on a user charge basis to residences and businesses.

#### WATER RECYCLING UTILITY FUND

This fund accounts for the ongoing maintenance and operations of the City's waste water reclamation system. It is a self-supporting activity that provides services on a user charge basis from the sale of non-potable water for irrigation and landscaping.

#### SANTA CLARA STADIUM AUTHORITY FUND

The Santa Clara Stadium Authority Fund was established in 2011 to provide for development and operation of Levi's Stadium (home of the NFL's San Francisco 49ers). In November 2012, the Santa Clara Stadium Authority changed its fiscal year ending date from June 30<sup>th</sup> to March 31<sup>st</sup> to conform with the fiscal year of Stadium Funding Trust.

**CITY OF SANTA CLARA**  
**PROPRIETARY FUNDS**  
**STATEMENT OF NET POSITION**  
**June 30, 2019**

	<b>Business-type Activities-Enterprise Funds</b>		
	<b>Electric Utility</b>	<b>Water Utility</b>	<b>Sewer Utility</b>
<b>ASSETS</b>			
Current assets:			
Cash and investments (Note 7):			
Pooled cash and investments	\$ 354,201,689	\$ 24,192,365	\$ 85,541,695
Investments with fiscal agent	5,254,585	-	-
Receivables (net of allowance for uncollectible):			
Accounts	68,948,537	6,444,752	5,394,313
Interest	1,450,793	104,109	357,139
Due from other funds (Note 8B)	1,459,309	153,616	557,636
Materials, supplies and prepaids	11,686,632	906,912	-
Total current assets	<u>443,001,545</u>	<u>31,801,754</u>	<u>91,850,783</u>
Noncurrent assets:			
Restricted cash (Note 7)	4,329,866	443,762	2,323,808
Investment with fiscal agent (Note 7)	15,873,428	-	-
Deposits (Note 7)	1,405,371	-	-
Capital assets (Note 9):			
Land	14,371,743	661,268	725,328
Buildings, infrastructure and land improvements	922,025,097	90,734,695	52,680,692
Equipment	9,896,202	3,858,124	4,919,251
Construction in progress	85,508,434	154,620	1,079,337
	<u>1,031,801,476</u>	<u>95,408,707</u>	<u>59,404,608</u>
Less accumulated depreciation	<u>455,329,010</u>	<u>46,166,260</u>	<u>23,993,472</u>
Net capital assets	<u>576,472,466</u>	<u>49,242,447</u>	<u>35,411,136</u>
Investment in joint ventures (Note 12)	<u>37,332,312</u>	<u>-</u>	<u>143,922,301</u>
Total noncurrent assets	<u>635,413,443</u>	<u>49,686,209</u>	<u>181,657,245</u>
Total assets	<u>1,078,414,988</u>	<u>81,487,963</u>	<u>273,508,028</u>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>			
Refunding	4,563,668	-	-
Pension related items (Note 13)	15,289,344	3,287,841	1,289,779
Total deferred outflows of resources	<u>19,853,012</u>	<u>3,287,841</u>	<u>1,289,779</u>

**CITY OF SANTA CLARA**  
**PROPRIETARY FUNDS**  
**STATEMENT OF NET POSITION**  
**June 30, 2019**

<b>Business-type Activities-Enterprise Funds</b>					<b>Internal Service Funds (Note 2B)</b>
<b>Water Recycling Utility</b>	<b>Santa Clara Stadium Authority (as of March 31, 2019)</b>	<b>Non-Major Enterprise Funds</b>	<b>TOTAL</b>		
\$ 5,711,934	\$ 30,405,566	\$ 13,734,124	\$ 513,787,373	\$ 16,530,096	
-	26,613,465	-	31,868,050	-	
887,688	8,681,744	4,970,153	95,327,187	195,047	
24,932	141,189	-	2,078,162	-	
-	-	201,407	2,371,968	394,880	
-	-	39,081	12,632,625	314,592	
6,624,554	65,841,964	18,944,765	658,065,365	17,434,615	
9,599	-	2,661,780	9,768,815	-	
-	11,536,235	-	27,409,663	-	
-	-	-	1,405,371	-	
-	-	3,092,872	18,851,211	-	
1,257,070	826,227,888	103,594,105	1,996,519,547	-	
-	1,815,697	3,606,491	24,095,765	40,016,240	
-	401,730	-	87,144,121	-	
1,257,070	828,445,315	110,293,468	2,126,610,644	40,016,240	
83,932	77,734,681	80,596,952	683,904,307	25,404,700	
1,173,138	750,710,634	29,696,516	1,442,706,337	14,611,540	
-	-	-	181,254,613	-	
1,182,737	762,246,869	32,358,296	1,662,544,799	14,611,540	
7,807,291	828,088,833	51,303,061	2,320,610,164	32,046,155	
-	-	-	4,563,668	-	
161,768	-	913,776	20,942,508	835,077	
161,768	-	913,776	25,506,176	835,077	

(continued)

**CITY OF SANTA CLARA**  
**PROPRIETARY FUNDS**  
**STATEMENT OF NET POSITION**  
**June 30, 2019**

	<b>Business-type Activities-Enterprise Funds</b>		
	<b>Electric Utility</b>	<b>Water Utility</b>	<b>Sewer Utility</b>
<b>LIABILITIES</b>			
Current liabilities:			
Accrued liabilities	22,117,491	4,329,110	1,246,055
Interest payable	4,066,839	-	88,050
Unearned revenue	-	-	-
Due to other funds (Note 8B)	-	365,397	-
Accrued compensated absences (Note 2K)	370,517	55,056	19,458
Current portion of landfill closure liability (Note 11)	-	-	-
Current portion of long-term debt (Note 10)	11,700,000	-	730,013
Total current liabilities	<u>38,254,847</u>	<u>4,749,563</u>	<u>2,083,576</u>
Noncurrent liabilities:			
Advance from other funds (Note 8C)	-	-	-
Unearned revenue	-	-	-
Long-term accrued liabilities	-	-	-
Long-term portion estimated claims	-	-	-
Long-term compensated absences (Note 2K)	4,216,912	626,596	221,459
Landfill closure liability (Note 11)	-	-	-
Long-term debt (Note 10)	173,608,705	-	9,144,796
Long-term derivative financial instruments (Note 10D)	-	-	-
Net OPEB liability (Note 16)	13,339,656	2,868,580	1,125,307
Net pension liability (Note 13)	94,238,259	20,265,133	7,949,753
Total noncurrent liabilities	<u>285,403,532</u>	<u>23,760,309</u>	<u>18,441,315</u>
Total liabilities	<u>323,658,379</u>	<u>28,509,872</u>	<u>20,524,891</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Refunding	363,420	-	-
OPEB related items (Note 16)	2,219,545	477,294	187,237
Pension related items (Note 13)	1,488,846	320,164	125,597
Total deferred inflows of resources	<u>4,071,811</u>	<u>797,458</u>	<u>312,834</u>
<b>NET POSITION (Note 18)</b>			
Net investment in capital assets	412,291,774	49,242,447	25,536,327
Restricted for capital projects and other agreements	4,329,866	140,672	143,983,426
Unrestricted	353,916,170	6,085,355	84,440,329
Total net position (deficit)	<u>\$ 770,537,810</u>	<u>\$ 55,468,474</u>	<u>\$ 253,960,082</u>

Adjustment to report the cumulative internal balance for the net effect of the activity between the internal service funds and the enterprise funds over time.

Net position of business-type activities

**CITY OF SANTA CLARA**  
**PROPRIETARY FUNDS**  
**STATEMENT OF NET POSITION**  
**June 30, 2019**

<b>Business-type Activities-Enterprise Funds</b>				<b>Internal Service Funds (Note 2B)</b>
<b>Water Recycling Utility</b>	<b>Santa Clara Stadium Authority (as of March 31, 2019)</b>	<b>Non-Major Enterprise Funds</b>	<b>TOTAL</b>	
1,048,623	1,490,136	4,081,188	34,312,603	7,154,025
-	6,756,660	-	10,911,549	-
-	13,583,615	1,473,277	15,056,892	-
-	75,490	-	440,887	2,401,451
905	-	16,669	462,605	26,374
-	-	490,000	490,000	-
-	16,900,550	-	29,330,563	-
1,049,528	38,806,451	6,061,134	91,005,099	9,581,850
-	-	9,888,109	9,888,109	-
-	400,819,874	-	400,819,874	-
-	5,003,547	-	5,003,547	-
-	-	-	-	20,028,200
10,300	-	189,713	5,264,980	300,166
-	-	4,392,488	4,392,488	-
-	323,316,673	-	506,070,174	-
-	-	-	-	-
141,140	-	797,252	18,271,935	728,588
997,087	-	5,632,195	129,082,427	5,147,127
1,148,527	729,140,094	20,899,757	1,078,793,534	26,204,081
2,198,055	767,946,545	26,960,891	1,169,798,633	35,785,931
-	-	-	363,420	-
23,483	-	132,651	3,040,210	121,228
15,753	-	88,983	2,039,343	81,319
39,236	-	221,634	5,442,973	202,547
1,173,138	435,157,738	29,696,516	953,097,940	14,611,540
9,599	32,525,642	4,278,050	185,267,255	-
4,549,031	(407,541,092)	(8,940,254)	32,509,539	(17,718,786)
<u>\$ 5,731,768</u>	<u>\$ 60,142,288</u>	<u>\$ 25,034,312</u>	1,170,874,734	<u>\$ (3,107,246)</u>
			(1,251,928)	
			<u>\$ 1,169,622,806</u>	



**CITY OF SANTA CLARA**  
**PROPRIETARY FUNDS**  
**STATEMENT OF REVENUES, EXPENSES**  
**AND CHANGES IN FUND NET POSITION**  
**For the year ended June 30, 2019**

	<b>Business-type Activities-Enterprise Funds</b>		
	<b>Electric Utility</b>	<b>Water Utility</b>	<b>Sewer Utility</b>
Operating revenues:			
Charges for services	\$ 406,946,905	\$ 46,268,820	\$ 49,196,697
Rents, royalties and licensing	-	-	-
Insurance refunds and other	-	-	-
Other	-	-	-
Total operating revenues	406,946,905	46,268,820	49,196,697
Operating expenses:			
Salaries and benefits	43,110,306	7,338,607	3,777,748
Materials, services and supplies	304,670,243	37,115,056	24,324,861
General and administrative	-	-	-
Depreciation	20,365,184	1,578,233	1,149,218
Total operating expenses	368,145,733	46,031,896	29,251,827
Operating income (loss)	38,801,172	236,924	19,944,870
Nonoperating revenues (expenses):			
Interest revenue	5,984,471	398,871	1,356,021
Net change in the fair value of investments	7,394,823	540,327	1,859,978
Rents and royalties	3,748,300	52,066	52,066
Other revenue	27,651,893	696,258	2,485,698
Interest expense	(7,984,988)	-	(216,438)
Swap termination expense	(3,738,000)	-	-
Other expense	(7,257,993)	-	-
Equity in income (losses) of joint ventures	(10,159,393)	-	(6,971,901)
Gain (loss) on retirement of assets	-	-	-
Renewable energy credits	4,367,168	-	-
Wholesale resources sales	27,708,493	-	-
Wholesale resources purchases	(22,519,497)	-	-
Total nonoperating revenues (expenses)	25,195,277	1,687,522	(1,434,576)
Income (loss) before contributions and transfers	63,996,449	1,924,446	18,510,294
Contributions	-	-	-
Transfers in (Note 8A)	1,156,129	680,000	-
Transfers (out) (Note 8A)	(162,684)	(627,193)	(995,678)
Change in net position	64,989,894	1,977,253	17,514,616
Total net position - beginning	705,547,916	53,491,221	236,445,466
Total net position - ending	\$ 770,537,810	\$ 55,468,474	\$ 253,960,082

Adjustment for the net effect of the current year activity between the internal service funds and the enterprise funds.

Change in net position of business-type activities

**CITY OF SANTA CLARA**  
**PROPRIETARY FUNDS**  
**STATEMENT OF REVENUES, EXPENSES**  
**AND CHANGES IN FUND NET POSITION**  
**For the year ended June 30, 2019**

<b>Business-type Activities-Enterprise Funds</b>				
<b>Water Recycling Utility</b>	<b>Santa Clara Stadium Authority (as of March 31, 2019)</b>	<b>Non-Major Enterprise Funds</b>	<b>Total</b>	<b>Internal Service Funds</b>
\$ 6,262,910	\$ 61,227,249	\$ 40,743,824	\$ 610,646,405	\$ 15,660,326
-	45,262,394	-	45,262,394	-
-	-	-	-	754,367
-	-	584,242	584,242	-
6,262,910	106,489,643	41,328,066	656,493,041	16,414,693
685,846	-	2,198,102	57,110,609	2,892,153
5,198,176	66,512,210	38,036,985	475,857,531	2,651,791
-	1,874,880	-	1,874,880	11,147,425
25,141	16,703,534	2,353,249	42,174,559	2,879,523
5,909,163	85,090,624	42,588,336	577,017,579	19,570,892
353,747	21,399,019	(1,260,270)	79,475,462	(3,156,199)
96,414	8,667,016	115,563	16,618,356	35
125,012	-	1,174	9,921,314	-
-	-	24,103	3,876,535	-
36,238	2,280,218	-	33,150,305	336,891
-	(18,808,084)	-	(27,009,510)	-
-	-	-	(3,738,000)	-
-	-	-	(7,257,993)	-
-	-	-	(17,131,294)	-
-	-	-	-	(39,567)
-	-	-	4,367,168	-
-	-	-	27,708,493	-
-	-	-	(22,519,497)	-
257,664	(7,860,850)	140,840	17,985,877	297,359
611,411	13,538,169	(1,119,430)	97,461,339	(2,858,840)
-	3,779,880	-	3,779,880	-
-	-	796,486	2,632,615	2,426,196
-	-	(1,589,330)	(3,374,885)	(17,300)
611,411	17,318,049	(1,912,274)	100,498,949	(449,944)
5,120,357	42,824,239	26,946,586		(2,657,302)
\$ 5,731,768	\$ 60,142,288	\$ 25,034,312		\$ (3,107,246)

931,136  
\$ 101,430,085

**CITY OF SANTA CLARA**  
**PROPRIETARY FUNDS**  
**STATEMENT OF CASH FLOWS**  
**For the year ended June 30, 2019**

	<b>Business-type Activities-Enterprise Funds</b>		
	<b>Electric Utility</b>	<b>Water Utility</b>	<b>Sewer Utility</b>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>			
Receipts from customers	\$ 391,189,258	\$ 45,292,240	\$ 47,538,294
Payments to suppliers	(322,877,299)	(37,259,351)	(24,305,479)
Payments to employees for salaries and benefits	(37,276,593)	(6,161,793)	(3,277,661)
Internal activity - receipts from other funds	-	-	-
Claims paid	-	-	-
Rents, royalties and licenses received	4,020,570	52,066	52,066
Other receipts	22,079,661	557,243	2,424,573
Net cash provided (used) by operating activities	57,135,597	2,480,405	22,431,793
<b>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES</b>			
Renewable energy credits	4,367,168	-	-
Wholesale resources sales	27,708,493	-	-
Wholesale resources purchases	(22,519,497)	-	-
Wholesale trading escrow deposit	(697,415)	-	-
Charges for joint project contributions	-	-	(12,902,700)
(Increase) in due from other funds	(291,088)	(19,168)	(117,571)
Increase in due to other funds	-	199,792	-
Advances from other funds	-	-	-
Litigation settlement	-	-	-
Increase (Decrease) in restricted cash	817,843	140,672	61,125
Transfers in	1,156,129	680,000	-
Transfers (out)	(162,684)	(627,193)	(995,678)
Cash Flows from Noncapital Financing Activities	10,378,949	374,103	(13,954,824)
<b>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</b>			
Contribution from Community Facilities District	-	-	-
Acquisition and construction of capital assets, net	(20,463,345)	(1,677,484)	(3,319,166)
Proceeds from debt	48,800,000	-	-
Premium on issuance of debt	6,402,481	-	-
Landfill closure payments	-	-	-
Cost of issuance	(324,637)	-	-
Principal payments on capital debt	(66,477,000)	-	(714,638)
Termination payment on swap	(3,738,000)	-	-
Interest paid on capital debt	(7,042,114)	-	(222,811)
Cash Flows from Capital and Related Financing Activities	(42,842,615)	(1,677,484)	(4,256,615)

**CITY OF SANTA CLARA**  
**PROPRIETARY FUNDS**  
**STATEMENT OF CASH FLOWS**  
**For the year ended June 30, 2019**

<b>Business-type Activities-Enterprise Funds</b>					
<b>Water Recycling Utility</b>	<b>Santa Clara Stadium Authority (as of March 31, 2019)</b>	<b>Non-Major Enterprise Funds</b>	<b>Totals</b>		<b>Internal Service Funds</b>
\$ 6,295,332	\$ 72,635,581	\$ 40,155,288	\$ 603,105,993	\$	16,028,774
(5,151,897)	(69,586,355)	(37,069,190)	(496,249,571)		(2,016,632)
(618,621)	-	(1,820,953)	(49,155,621)		(2,497,323)
-	-	-	-		143,247
-	-	-	-		(10,180,168)
-	44,175,336	24,103	48,324,141		-
26,639	-	593,025	25,681,141		331,355
551,453	47,224,562	1,882,273	131,706,083		1,809,253
-	-	-	4,367,168		-
-	-	-	27,708,493		-
-	-	-	(22,519,497)		-
-	-	-	(697,415)		-
-	-	-	(12,902,700)		-
-	-	(30,699)	(458,526)		(201,267)
-	23,155	-	222,947		460,001
-	-	6,800	6,800		-
-	2,280,218	-	2,280,218		-
9,599	-	-	1,029,239		-
-	-	796,486	2,632,615		2,426,196
-	-	(1,589,330)	(3,374,885)		(17,300)
9,599	2,303,373	(816,743)	(1,705,543)		2,667,630
-	3,731,546	-	3,731,546		-
-	(1,421,523)	-	(26,881,518)		(4,366,617)
-	-	-	48,800,000		-
-	-	-	6,402,481		-
-	-	111,315	111,315		-
-	-	-	(324,637)		-
-	(42,444,397)	-	(109,636,035)		-
-	-	-	(3,738,000)		-
-	(19,121,277)	-	(26,386,202)		-
-	(59,255,651)	111,315	(107,921,050)		(4,366,617)
					<b>(continued)</b>

**CITY OF SANTA CLARA**  
**PROPRIETARY FUNDS**  
**STATEMENT OF CASH FLOWS**  
**For the year ended June 30, 2019**

	<b>Business-type Activities-Enterprise Funds</b>		
	<b>Electric Utility</b>	<b>Water Utility</b>	<b>Sewer Utility</b>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>			
Net increase in the fair value of investments	7,394,823	540,327	1,859,978
Interest and dividends	5,864,067	379,094	1,295,914
Payments made by fiscal agent	14,333,367	-	-
Deposits made with fiscal agent	(11,510,972)	-	-
Cash Flows from Investing Activities	16,081,285	919,421	3,155,892
Net increase (decrease) in cash and cash equivalents	40,753,216	2,096,445	7,376,246
Cash and cash equivalents at beginning of period	317,778,339	22,539,682	80,489,257
Cash and cash equivalents at end of period	\$ 358,531,555	\$ 24,636,127	\$ 87,865,503
Cash and cash equivalents:			
Pooled cash and investments	\$ 354,201,689	\$ 24,192,365	\$ 85,541,695
Restricted cash	4,329,866	443,762	2,323,808
Total cash and cash equivalents	\$ 358,531,555	\$ 24,636,127	\$ 87,865,503
Reconciliation of operating income (loss) to net cash provided (used) by operating activities:			
Operating income (loss)	\$ 38,801,172	\$ 236,924	\$ 19,944,870
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:			
(Decrease) Increase in due to OPEB system	(626,664)	(134,759)	(52,864)
(Decrease) Increase in due to retirement system	6,335,074	1,362,305	534,414
Depreciation	20,365,184	1,578,233	1,149,218
Change in assets and liabilities:			
Receivables, net	(18,592,488)	(1,001,132)	(1,658,402)
Inventory	(390,524)	(190,567)	-
Restricted Cash	(817,843)	(140,672)	(61,125)
Accrued liabilities	(12,205,817)	70,824	19,381
Long-term portion estimated claims	-	-	-
Compensated absences	125,303	(50,732)	18,537
Unearned revenue	-	-	-
Other receipts	31,400,193	749,981	2,537,764
Other expenses	(7,257,993)	-	-
Net cash provided (used) by operating activities	\$ 57,135,597	\$ 2,480,405	\$ 22,431,793
<b>NONCASH TRANSACTIONS:</b>			
Transfer of capital asset to governmental activities	\$ -	\$ (1,653)	\$ -
Joint Ventures			
Nonoperating income (loss)	\$ (10,159,393)	\$ -	\$ (6,971,901)
Capital Contribution	\$ -	\$ -	\$ -
Retirement of capital assets	\$ -	\$ -	\$ -

**CITY OF SANTA CLARA**  
**PROPRIETARY FUNDS**  
**STATEMENT OF CASH FLOWS**  
**For the year ended June 30, 2019**

<b>Business-type Activities-Enterprise Funds</b>				
<b>Water Recycling Utility</b>	<b>Santa Clara Stadium Authority (as of March 31, 2019)</b>	<b>Non-Major Enterprise Funds</b>	<b>Totals</b>	<b>Internal Service Funds</b>
125,012	-	-	9,920,140	-
90,430	8,610,925	116,737	16,357,167	35
-	81,249,887	-	95,583,254	-
-	(77,971,642)	-	(89,482,614)	-
215,442	11,889,170	116,737	32,377,947	35
776,494	2,161,454	1,293,582	54,457,437	110,301
4,945,039	28,244,112	15,102,322	469,098,751	16,419,795
<u>\$ 5,721,533</u>	<u>\$ 30,405,566</u>	<u>\$ 16,395,904</u>	<u>\$ 523,556,188</u>	<u>\$ 16,530,096</u>
\$ 5,711,934	\$ 30,405,566	\$ 13,734,124	\$ 513,787,373	\$ 16,530,096
9,599	-	2,661,780	9,768,815	-
<u>\$ 5,721,533</u>	<u>\$ 30,405,566</u>	<u>\$ 16,395,904</u>	<u>\$ 523,556,188</u>	<u>\$ 16,530,096</u>
\$ 353,747	\$ 21,399,019	\$ (1,260,270)	\$ 79,475,462	\$ (3,156,199)
(6,632)	-	(37,456)	(858,375)	(34,227)
67,028	-	378,619	8,677,440	346,010
25,141	16,703,534	2,353,249	42,174,559	2,879,523
32,422	2,403,012	(759,188)	(19,575,776)	362,912
-	-	11,835	(569,256)	780,128
(9,599)	-	-	(1,029,239)	-
46,279	(1,858,309)	967,796	(12,959,846)	563,075
-	-	-	-	(351,907)
6,829	-	35,985	135,922	83,047
-	8,577,306	167,600	8,744,906	-
36,238	-	24,103	34,748,279	336,891
-	-	-	(7,257,993)	-
<u>\$ 551,453</u>	<u>\$ 47,224,562</u>	<u>\$ 1,882,273</u>	<u>\$ 131,706,083</u>	<u>\$ 1,809,253</u>
\$ -	\$ -	\$ -	\$ (1,653)	\$ -
\$ -	\$ -	\$ -	\$ (17,131,294)	\$ -
<u>\$ -</u>	<u>\$ 3,779,880</u>	<u>\$ -</u>	<u>\$ 3,779,880</u>	<u>\$ -</u>
<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (39,567)</u>

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<b>CITY OF SANTA CLARA FIDUCIARY FUNDS</b>
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These funds are used to account for assets held by the City as an agent for individuals, private organizations, and other governments. The financial activities of these funds are excluded from the City-wide financial statements, but are presented in separate Fiduciary Fund financial statements.

**PRIVATE PURPOSE TRUST FUNDS**

These funds are used to report resources of all other trust arrangements under which principal and income benefit individuals, private organizations, or other governments.

**OTHER POST EMPLOYMENT BENEFIT (OPEB) PLAN TRUST FUND**

This fund is used to account for the reimbursement of qualified health expenses of former employees of the City.

**AGENCY FUNDS**

Agency funds are used to account for assets held by the City in trust for community or private organizations, or as an agent for its employees or for assessment districts. The financial activities of these funds are excluded from the City-wide financial statements, but are presented in separate Fiduciary Fund financial statements. Individual non-major Agency funds may be found in the Supplementary section.



**CITY OF SANTA CLARA**  
**FIDUCIARY FUNDS**  
**STATEMENT OF FIDUCIARY NET POSITION**  
**June 30, 2019**

	<u>Private Purpose Trust Funds</u>	<u>OPEB Plan Trust Fund</u>	<u>Agency Funds</u>
<b>ASSETS</b>			
Pooled cash and investments (Note 7)	\$ 1,325,032	\$ 770,404	\$ 23,897,969
Investments with fiscal agent (Note 7)	-	22,533,235	2
Receivables (net of allowance for uncollectibles):			
Accounts receivable	203,206		
Interest	17,838	-	-
Investments with fiscal agent - noncurrent (Note 7)	2,820,132	-	-
Land held for resale	532,542	-	-
Total Assets	<u>4,898,750</u>	<u>23,303,639</u>	<u>23,897,971</u>
<b>LIABILITIES</b>			
Accrued liabilities	110,916	-	9,176,078
Due to bondholders	-	-	2,795,109
Due to Other Agencies	675,000	-	-
Due to City (Note 21B)	4,355,641	-	-
Refundable deposits	-	-	11,926,784
Total Liabilities	<u>5,141,557</u>	<u>-</u>	<u>\$ 23,897,971</u>
<b>NET POSITION</b>			
Held in trust for private purpose	(242,807)	-	
Held in trust and restricted for OPEB benefits	-	23,303,639	
Total Net Position	<u>\$ (242,807)</u>	<u>\$ 23,303,639</u>	

**CITY OF SANTA CLARA**  
**FIDUCIARY TRUST FUNDS**  
**STATEMENT OF CHANGES IN FIDUCIARY NET POSITION**  
**For the Year Ended June 30, 2019**

	<u>Private Purpose Trust Funds</u>	<u>OPEB Plan Trust Fund</u>
<b>ADDITIONS</b>		
Employer contributions	\$ -	\$ 5,365,666
Investment income:		
Interest and rent	9,931,431	1,410,329
Net change in fair value of investments	76,140	-
Less investment expense	-	(77,214)
Gain from sale of property	136,253,199	-
Other	-	29,878
Total additions	<u>146,260,770</u>	<u>6,728,659</u>
<b>DEDUCTIONS</b>		
General and administrative	84,448	14,000
Benefits paid	-	3,096,325
Pass through to the County of Santa Clara	165,700,149	-
Total deductions	<u>165,784,597</u>	<u>3,110,325</u>
<b>CHANGE IN NET POSITION</b>	<u>(19,523,827)</u>	<u>3,618,334</u>
Net position held in trust for private purpose and restricted for OPEB benefits:		
Beginning of year	<u>19,281,020</u>	<u>19,685,305</u>
End of year	<u>\$ (242,807)</u>	<u>\$ 23,303,639</u>

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**CITY OF SANTA CLARA**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the year ended June 30, 2019**

**NOTE 1 – DEFINITION OF THE REPORTING ENTITY**

The City of Santa Clara (City), also known as the Mission City, is a charter city incorporated in 1852 under the laws of the State of California. The City Charter establishes the Council/Manager form of government. The City's citizens elect a City Council of seven citizens, six councilpersons and a Mayor elected at-large, who serve a term of four years each, and who, in turn, appoint a City Manager.

The City is located in the County of Santa Clara, California, approximately 45 miles southeast of San Francisco. It is situated in the northern part of the County and occupies approximately 18.41 square miles. The City's population of 128,717 accounts for 6.6% of the total Santa Clara County estimated population of 1.9 million.

The City provides a full range of municipal services, including police and fire, library, recreation, community services, public works, parks, sanitation, planning and community development, public improvements, electric, water and sewer services.

The accompanying basic financial statements present the financial activity of the City, which is the primary government presented, along with the financial activities of its component units. Although they are separate legal entities, blended component units are in substance part of the City's operations and are reported as an integral part of the City's financial statements. The City's component units which are described below are all blended.

**A. City of Santa Clara Sports and Open Space Authority**

The City of Santa Clara Sports and Open Space Authority (SOSA) was created by the City Council in 1974 for the acquisition and development of open space within the City. The members of the City Council are also members of SOSA's Board of Directors and, as such, are authorized to transact business and exercise power to purchase, lease or otherwise obtain and dispose of real and personal property, to acquire, construct, maintain, repair, manage and operate real and personal property, including leasing to private operators for commercial purposes, surplus space which is not economical to use for open space planning. The City performs all accounting and administrative functions of SOSA. The operations of SOSA have been included in the Supplementary Information section in the Non-Major Enterprise Funds.

**B. City of Santa Clara Public Facilities Financing Corporation**

The City of Santa Clara Public Facilities Financing Corporation (PFFC) was formed in 1997 for the purpose of issuing Certificates of Participation (COPs) to provide financing for the construction of the major City facilities. Members of the City Council are also members of the PFFC Board. Debt service on the COPs is secured by lease payments made by the City's General Fund to the PFFC for the use of the constructed facilities for public purposes. In accordance with lease agreements, the PFFC assigns lease payments received from the City to the trustee for payment to the certificate holders. The operations of PFFC have been included in the Supplementary Information section in the Non-Major Governmental Fund. The individual COPs and the related facilities are described in Note 10B.

**C. Santa Clara Housing Authority**

The Santa Clara Housing Authority (SCHA) was established by the City Council in 2011 to assume the responsibility of housing projects for the former Redevelopment Agency (former RDA). SCHA also assumes the responsibility for housing loans, which are long-term and were made under various programs,

**CITY OF SANTA CLARA**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the year ended June 30, 2019**

**NOTE 1 – DEFINITION OF THE REPORTING ENTITY (continued)**

for qualifying individuals and groups. The members of the City Council are also members of SCHA's Board of Directors and, as such, are authorized to transact business and exercise power to plan, engineer, and implement development projects. The City performs all accounting and administrative functions of SCHA. The financial activities of SCHA have been reported in the accompanying Non-Major Governmental Fund financial statements.

**D. Santa Clara Stadium Authority**

The Santa Clara Stadium Authority (SCSA) was established by the City Council in 2011 to provide for development and operation of Levi's Stadium. The members of the City Council are also members of SCSA's Board of Directors and, as such, are authorized to manage the stadium, transact business and exercise power to plan, engineer, and construct the stadium. The City performs all accounting and administrative functions of SCSA. The financial activities of SCSA have been reported in the accompanying Enterprise Fund financial statements.

On November 13, 2012, an amendment was made to the JPA Agreement to change SCSA's fiscal year end date from June 30<sup>th</sup> to March 31<sup>st</sup>. As such, the financial activities reported for SCSA are as of fiscal year ended March 31, 2019. In addition, the annual financial report was audited by KPMG, an independent auditing firm, and a copy of the report can be found on the City's website.

**NOTE 2 - FINANCIAL STATEMENT PRESENTATION AND SIGNIFICANT ACCOUNTING POLICIES**

**A. Basic Financial Statements**

The City's Basic Financial Statements are prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applied to government units. The Governmental Accounting Standards Board (GASB) is the acknowledged standard setting body for establishing accounting and financial reporting standards followed by governmental entities in the United States of America.

The significant accounting policies are described below:

***Government-wide Financial Statements:*** The Statement of Net Position and the Statement of Activities display information about the primary government (the City) and its component units. These statements include the financial activities of the overall City government, except for fiduciary activities. Interfund Services provided and used are allocated to governmental and business-type activities, as appropriate. These statements distinguish between the governmental and business-type activities of the City. Governmental activities generally are financed through taxes, intergovernmental revenues, and other nonexchange transactions. Business-type activities are financed in whole or in part by fees charged to external parties.

The Statement of Activities presents a comparison between direct expenses and program revenues for each segment of the business-type activities of the City and for each function of the City's governmental activities. Direct expenses are those that are specifically associated with a program or function and, therefore, are clearly identifiable to a particular function. Program revenues include (a) charges paid by the recipients of goods or services offered by the programs, (b) grants and contributions that are restricted to meeting the operational needs of a particular program and (c) fees, grants and contributions that are restricted to financing

**CITY OF SANTA CLARA**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the year ended June 30, 2019**

**NOTE 2 – FINANCIAL STATEMENT PRESENTATION AND SIGNIFICANT ACCOUNTING POLICIES (continued)**

the acquisition or construction of capital assets. Revenues that are not classified as program revenues, including all taxes, are presented as general revenues.

**Fund Financial Statements:** The fund financial statements provide information about the City's funds, including fiduciary funds and blended component units. Separate statements for each fund category—*governmental, proprietary, and fiduciary*—are presented. The emphasis of fund financial statements is on major individual governmental and enterprise funds, each of which is displayed in a separate column. All remaining governmental and enterprise funds are aggregated and reported as non-major funds, except for fiduciary funds.

Enterprise funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with an enterprise fund's principal ongoing operations. The principal operating revenues of the City's enterprise funds are charges to customers for services. Operating expenses for the City's enterprise funds include the costs of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

**B. Major Funds**

Major funds are defined as funds that have either assets combined with deferred outflows of resources, liabilities combined with deferred inflows of resources, revenues or expenditures/expenses equal to 10% of corresponding totals for all governmental or enterprise funds and at least 5% of the aggregate amount to all governmental and enterprise fund for the same item. The General Fund is always a major fund. The City may also select other funds it believes should be presented as major funds. All other funds, called non-major funds, are combined and reported in a single column, regardless of their fund-type.

The City reported the following major governmental funds in the accompanying financial statements:

**General Fund** - This is the City's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

**Santa Clara Housing Successor Fund** - This fund accounts for the activities related to the housing assets assumed by the City as Housing Successor to the former Redevelopment Agency. The activities are governed by Community Redevelopment Law and must be used to provide housing for people with low and moderate incomes. Revenues received are primarily loan repayments on low income loans and investment earnings that are restricted for use on other low and moderate income housing loans and projects.

The City reported the following enterprise funds as major funds in the accompanying financial statements:

**Electric Utility Fund** - This fund accounts for the operation of the City's electric utility, a self-supporting activity that provides services on a user charge basis to residences and businesses.

**Water Utility Fund** - This fund accounts for the operation of the City's water utility, a self-supporting activity that provides services on a user charge basis to residences and businesses.

**Sewer Utility Fund** - This fund accounts for the maintenance of the City's sewer lines and related facilities. It is a self-supporting activity that provides services on a user charge basis to residences and businesses.

**CITY OF SANTA CLARA**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the year ended June 30, 2019**

**NOTE 2 – FINANCIAL STATEMENT PRESENTATION AND SIGNIFICANT ACCOUNTING POLICIES (continued)**

***Water Recycling Utility Fund*** - This fund accounts for the ongoing maintenance and operations of the City's waste water reclamation system. It is a self-supporting activity that provides services on a user charge basis from the sale of non-potable water for irrigation and landscaping.

***Santa Clara Stadium Authority Fund*** - The Stadium Authority was established to provide for development and operation of Levi's Stadium.

The City also reports the following fund types:

***Internal Service Funds*** - These funds account for maintenance of vehicles and communication equipment, general liability and workers' compensation claims, all of which are provided to other departments on a cost-reimbursement basis.

***Fiduciary Funds*** - These funds account for assets held by the City in trust for community or private organizations, or as an agent for its employees or for assessment districts without city commitment. The financial activities of these funds are excluded from the City-wide financial statements, but are presented in separate Fiduciary Fund financial statements.

The Successor Agency to the Redevelopment Agency of the City of Santa Clara (Successor Agency) was created to serve as a custodian for the assets and to wind down the affairs of the former RDA. The Successor Agency is a separate public entity from the City, subject to the direction of an Oversight Board. The Oversight Board is comprised of seven-member representatives from local government bodies: two County of Santa Clara (County) representatives; the Mayor of the City of Santa Clara; the County Superintendent of Education; the Chancellor of California Community Colleges; one Santa Clara Valley Water District representative; and one former RDA employee appointed by the Mayor. The City performs all accounting and administrative functions of the Successor Agency. The financial activities of the Successor Agency have been reported in the accompanying basic financial statements in the Private Purpose Trust Fund. See Notes 21 and 22 for information regarding the Successor Agency.

The Other Post Employment Benefits (OPEB) Plan Trust Fund accounts for the accumulation of resources to be used for retiree reimbursement payments at appropriate amounts and times in the future.

**C. Basis of Accounting**

The government-wide financial statements and the fund category, proprietary, and fiduciary fund category financial statements are reported using the *economic resources measurement* focus and the *full accrual* basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are *incurred*, regardless of when the related cash flows take place. Agency Funds have no measurement focus.

Governmental funds are reported using the *current financial resources* measurement focus and the *modified accrual* basis of accounting. Under this method, revenues are recognized when *measurable and available*. The City considers all revenues reported in the governmental funds to be available if the revenues are collected within sixty days after year-end. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general long-term debt, claims and judgments, and compensated absences, which are recognized as expenditures to the extent they have matured. General capital asset

**CITY OF SANTA CLARA**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the year ended June 30, 2019**

**NOTE 2 – FINANCIAL STATEMENT PRESENTATION AND SIGNIFICANT ACCOUNTING POLICIES (continued)**

acquisitions are reported as expenditures in governmental funds. Proceeds of general long-term debt and acquisitions under capital leases are reported as *other financing sources*.

The City allocates certain indirect expenses incurred by the General Government activity to those activities that benefit from services received.

During the year ended June 30, 2019, the City implemented the following GASB Statements:

The GASB issued Statement No. 83 "*Certain Asset Retirement Obligations*." The objective of this statement is to address accounting and financial reporting for certain asset retirement obligations. A government that has legal obligations to perform future asset retirement activities related to its tangible capital assets should recognize a liability. This statement becomes effective for periods beginning after June 15, 2018. The adoption of this standard did not have an impact to the City's financial statements.

The GASB issued Statement No. 88 "*Certain Disclosures Related to Debt, including Direct Borrowing and Direct Placement*." The objective of this statement is to improve guidelines related to debt disclosure. This statement becomes effective for periods beginning after June 15, 2018. Please refer to Note 10 for detail concerning the reporting of debt.

The City is analyzing the effects of the following pronouncements and plans to adopt them by the effective dates:

The GASB issued Statement No. 84 "*Fiduciary Activities*." The objective of this statement is to improve guidance regarding the identification of fiduciary activities for accounting and financial reporting purposes and how those activities should be reported. This statement becomes effective for periods beginning after December 15, 2018. The City is currently evaluating the impact on the financial statements.

The GASB issued Statement No. 87 "*Leases*." The objective of this statement is to improve guidelines related to the recognition of lease assets and liabilities that previously were classified as operating leases. This statement becomes effective for periods beginning after December 15, 2019. The City is currently evaluating the impact on the financial statements.

The GASB issued Statement No. 89 "*Accounting for Interest Cost Incurred Before the end of a Construction Period*." The objective of this statement is to enhance the relevance and comparability of information about capital assets and the cost of borrowing and to simplify account for interest cost. This statement becomes effective for periods beginning after December 15, 2019. The City is currently evaluating the impact on the financial statements.

The GASB issued Statement No. 90 "*Majority Equity Interests-An Amendment of GASB Statements No. 14 and No. 61*." The objective of this statement is to clarify the accounting and financial reporting requirements for a state or local government's majority equity interest in an organization that remains legally separate after acquisition. This statement becomes effective for periods beginning after December 15, 2018. The City is currently evaluating the impact on the financial statements.

The GASB issued Statement No. 91 "*Conduit Debt Obligation*." The objective of this statement is to provide a single method of reporting conduit debt obligations by issuers and eliminate diversity in practices.



**CITY OF SANTA CLARA**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the year ended June 30, 2019**

**NOTE 2 – FINANCIAL STATEMENT PRESENTATION AND SIGNIFICANT ACCOUNTING POLICIES (continued)**

This statement becomes effective for periods beginning after December 15, 2020. The City is currently evaluating the impact on the financial statements.

**D. Cash and Investments**

While maintaining safety and liquidity, the City maximizes investment return by pooling its available cash for investment purposes. Unless there are specific legal or contractual requirements to do otherwise, interest earnings are apportioned among funds according to average monthly cash and investment balances. It is generally the City's intention to hold investments until maturity. City investments are stated at fair value (see Note 7).

Cash and cash equivalents for purposes of the statement of cash flows include pooled cash and investments and cash designated for construction. Transactions with City-wide cash management pools are similar to those with external investment pools; therefore, since pooled cash and investments have the same characteristics as demand deposits in that the City's individual funds and component units may withdraw additional monies at any time without prior notice or penalty, pooled cash and investments are considered essentially demand deposit accounts.

Cash and investments with fiscal agent, a bond reserve investment pool, and amounts classified as deposits are not considered cash and cash equivalents.

**E. Interfund Transactions and Balances**

During the course of operations, numerous transactions occur between individual funds for goods provided or services rendered. The related receivables and payables are classified as "due from other funds," and "due to other funds" in the fund financial statements. Long-term interfund receivables and payables are recorded as Advances to/from other funds in the fund financial statements.

Transactions constituting reimbursements to a fund for expenditures/expenses initially made from it that are properly applicable to another fund, are generally recorded as expenditures/expenses in the reimbursing fund and as revenue in the fund that is reimbursed.

Internal balances represent the net interfund receivables and payables remaining after the elimination of all such balances within governmental and business-type activities, and are reported only in the government-wide financial statements.

**F. Inventory of Materials and Supplies**

Inventory of materials and supplies is accounted for using the consumption method and is stated at average cost. Inventory consists of expendable supplies held for consumption by all departments of the City. The cost is recorded as an expenditure or expense in the appropriate fund at the time individual inventory items are withdrawn for use. The General Fund inventory amount is equally offset by a non-spendable fund balance, which indicates that it does not constitute available expendable resources.

**CITY OF SANTA CLARA**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the year ended June 30, 2019**

**NOTE 2 – FINANCIAL STATEMENT PRESENTATION AND SIGNIFICANT ACCOUNTING POLICIES (continued)**

**G. Restricted Assets**

Restricted assets are monies or other resources, the use of which is restricted by legal or contractual requirements.

**H. Land Held for Development**

The Santa Clara Housing Successor, through execution of an assignment and assumption agreement with the City and the former RDA has assumed responsibility for housing projects and parcels of land purchased to develop or redevelop blighted properties within the Redevelopment areas. Such land parcels are accounted for as investments on the balance sheet at the lower of cost or net realizable value or agreed-upon sales price if a disposition agreement has been made with a developer.

Individual parcels which have experienced an other than temporary market value decline are written down to estimated current market value. No appreciation is recorded if the current estimated net realizable value of an individual parcel exceeds cost.

**I. Capital Assets**

All capital assets are valued at historical cost or estimated historical cost if actual historical cost is not available. Contributed capital assets are valued at their estimated acquisition value on the date contributed. The City's policy is to capitalize equipment with costs exceeding \$5,000 and buildings, improvements and infrastructure with costs exceeding \$20,000.

Major outlays for capital assets and improvements are capitalized as projects are constructed.

Public domain (infrastructure) assets, which include roads, bridges, curbs and gutters, streets and sidewalks, drainage systems, and traffic signals, have been capitalized and reported in the government-wide financial statements. Depreciation has been calculated on all capital assets, including infrastructure, on a straight-line basis over the estimated useful lives of the assets.

	Useful Lives Years	Capitalization Threshold
Buildings and improvements	20-50	\$ 20,000
Land improvements	20-50	20,000
Machinery and equipment	3-25	5,000
Infrastructure	10-50	20,000

Some capital assets may be acquired using Federal and State grant funds, or they may be contributed by developers or other governments. These contributions are accounted for as revenues at the time the capital assets are contributed.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized. Improvements are capitalized and depreciated over the remaining useful lives of the related capital assets.

**CITY OF SANTA CLARA**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the year ended June 30, 2019**

**NOTE 2 – FINANCIAL STATEMENT PRESENTATION AND SIGNIFICANT ACCOUNTING POLICIES (continued)**

Capital assets and the related obligations acquired under lease/purchase agreements are capitalized and accounted for in accordance with current accounting standards.

**J. Joint Ventures**

The City participates in several joint ventures. In accordance with GAAP investments in these joint ventures are accounted for on the equity method (see Note 12). If the City's equity in net losses of joint ventures exceeds its investment, use of the equity method is suspended except to the extent that the City is obligated to provide further financial support or has guaranteed obligations of the joint ventures.

The City advances funds to certain of its joint ventures in the form of refundable advances, project advances and operating and maintenance advances. Refundable advances accrue interest at rates stated in the related agreements. Operating, maintenance and project advances are charged to operations when incurred.

Capitalized project costs are charged to operations in the event that a project is determined to be not economically feasible.

**K. Compensated Absences**

Amounts of vested or accumulated vacation leave and certain benefits that are not expected to be liquidated with expendable available financial resources are reported in the Governmental Activities portion of the government-wide financial statements only. Vested or accumulated vacation leave and benefits of proprietary funds are recorded as an expense and liability of those funds as the benefits accrue to employees. Vacation time is earned based on length of service in amounts ranging between 10 and 24 days per year. City employees are allowed to carry over unused vacation earned. The maximum amount of time that can be carried over varies, depending on the employee's rate of accrual, with an upper limit of 400 hours for most employees. Employees are paid for unused vacation and certain benefits upon separation from employment.

In accordance with GAAP a liability for sick leave and benefits is accrued using the vesting method. The vesting method provides that a governmental entity estimates its accrued sick leave liability based on the sick leave accumulated at the balance sheet date by those employees who currently are eligible to receive termination payments as well as other employees who are expected to become eligible in the future to receive such payments. Amounts of sick leave payments that are not expected to be liquidated with expendable available financial resources are reported in the Governmental Activities portion of the government-wide financial statements only. No expenditure is reported for these amounts in the governmental fund financial statements.

That portion of compensated absences that is unused reimbursable leave still outstanding following an employee's resignation or retirement at year end, is an expense and current liability to the respective fund(s) that an employee charges their time to.

The accrual for compensated absences comprised the following at June 30, 2019. The long-term portion of governmental activities compensated absences is liquidated primarily by the General Fund.

**CITY OF SANTA CLARA**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the year ended June 30, 2019**

**NOTE 2 – FINANCIAL STATEMENT PRESENTATION AND SIGNIFICANT ACCOUNTING POLICIES (continued)**

	Governmental Activities	Business-Type Activities	Total
Beginning Balance	\$ 15,473,051	\$ 5,591,664	\$ 21,064,715
Additions	3,659,928	1,054,824	4,714,752
Payments	1,509,741	918,903	2,428,644
Ending Balance	<u>\$ 17,623,238</u>	<u>\$ 5,727,585</u>	<u>\$ 23,350,823</u>
Current Portions	<u>\$ 1,423,387</u>	<u>\$ 462,605</u>	<u>\$ 1,885,992</u>

**L. Risk Management**

The City is self-insured up to \$3 million to provide general liability protection. In addition to the City's self-insurance, the City also maintains excess general liability with coverage up to \$63 million.

The City is also self-insured up to \$500,000 per claim for Workers' Compensation Claims. These self-insurance programs are administered by outside agencies. The City also maintains excess workers' compensation insurance for workers' compensation claims over \$500,000 per claim with coverage up to \$5 million with CSAC Excess Insurance Authority.

The City maintains property damage coverage through the Public Entity Property Insurance Program (APIP), which has a plan limit of \$1 billion. The City maintains boiler and machinery property coverage of \$100 million per occurrence in excess of self-insured amounts varying from \$2,500 to \$500,000 per occurrence. No claims settlement amount exceeded the City's insurance coverage in the past four fiscal years.

The City also maintains a Faithful Performance, Crime Coverage Bond with a plan limit of \$15 million through CSAC Excess Insurance Authority.

**M. Long-Term Obligations**

Long-term obligations are reported in the Governmental Activities portion of the government-wide financial statements. Long-term liabilities expected to be financed from proprietary fund operations are accounted for in those funds.

**N. Pensions**

For purposes of measuring the net pension liability and deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the City of Santa Clara, California Public Employees' Retirement System (CalPERS) plan (Plan) and additions to and deductions from the Plans' fiduciary net position have been determined on the same basis as they are reported by CalPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

**CITY OF SANTA CLARA**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the year ended June 30, 2019**

**NOTE 2 – FINANCIAL STATEMENT PRESENTATION AND SIGNIFICANT ACCOUNTING POLICIES (continued)**

**O. Accounting for Encumbrances**

The City utilizes an encumbrance system of accounting wherein encumbrances outstanding at year end, for which the goods or services have not been received, are not reported as expenditures, but are reported as a component of the fund balance category available for subsequent year expenditures based on the encumbered appropriation authority carried over to the next fiscal year. The City Charter requires recording encumbrances as a charge against appropriations in the accounting period in which a purchase order is issued, rather than in the accounting period when goods or services are received.

Under the modified accrual basis of accounting, in accordance with GAAP, expenditures are recorded when the goods or services are received. Adjustments to convert expenditures from the modified accrual basis to the budgetary basis are reflected in the schedule of revenues, expenditures, and changes in fund balances - budget and actual (non-GAAP legal basis) (see Note 3 and Required Supplementary Information).

**P. Deferred Outflows/Inflows of Resources**

In addition to assets, the Statement of Net Position reports a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will *not* be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the Statement of Net Position reports a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

**Q. Net Position and Fund Balance Equity**

Fund balances and net position are reported in classifications that comprise a hierarchy based primarily on the extent to which the City is bound to honor constraints on the specific purposes for which amounts in those funds can be spent. For governmental fund reporting, the City considers restricted fund balance to have been spent first when an expenditure is incurred, followed by committed, assigned and unassigned fund balances (in order of spending). For government-wide reporting, the City considers restricted net position to have been spent first when an expenditure is incurred, followed by unrestricted net position.

**R. Bond Discounts/Premiums**

In governmental funds, bond discounts and premiums are recognized in the current period. Bond discounts and premium for proprietary funds and entity-wide financial statements are deferred and amortized over the term of the bonds using the straight-line method of accounting.

**S. Property Taxes**

The State of California Constitution Article XIII A provides that the combined maximum tax rate on any given property may not exceed 1% of its assessed value except for voter approved incremental property taxes

**CITY OF SANTA CLARA**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the year ended June 30, 2019**

**NOTE 2 – FINANCIAL STATEMENT PRESENTATION AND SIGNIFICANT ACCOUNTING POLICIES (continued)**

adopted prior to the passage of Article XIII A and any additional amount for general obligation debt approved by voters subsequent to the passage of Article XIII A.

Assessed value is calculated at 100% of market value as defined by Article XIII A and may be increased by no more than 2% per year unless there is a new construction on the property or the property is sold or transferred. The State Legislature has determined the method of distribution of receipts from the 1% tax levy among the counties, cities, school districts and other districts.

Santa Clara County (County) assesses properties and bills and collects property taxes on behalf of the City as follows:

	Secured	Unsecured
Valuation dates	January 1	January 1
Lien/levy dates	January 1	January 1
Due dates	50% on November 1, 50% on February 1	Upon receipt of billing
Delinquent as of	December 10 (for November), April 10 (for February)	August 31

The term "unsecured" refers to taxes on property not secured by liens on real property and generally includes business use personal property.

The City participates in the Teeter Plan offered by the County whereby cities receive 100% of secured property tax levied in exchange for foregoing any interest and penalties collected on delinquent taxes.

Property taxes levied are recorded as revenue when received from the County. Property taxes expected to be collected within 60 days of the end of the fiscal year are recorded as revenue.

The City's net assessed valuation for the year ended June 30, 2019, was \$44 billion, an increase of 9.61% compared to the previous year. The average tax rate was 1.13% per \$100 of assessed valuation.

**T. Contribution In-Lieu of Taxes**

Contribution in lieu of taxes is a general revenue of the governmental funds. It is levied on receipts of the City-owned and operated Electric Utility (Silicon Valley Power) in accordance with the City Charter. Non-City owned and operated electric utilities pay a franchise fee, which is also a governmental activities general revenue source.

**U. Special Assessment Districts with City Commitment**

Recognition of revenue related to noncurrent receivables of special assessment district funds is deferred until such receivables become current. There is no reserve for delinquent receivables since liens exist against the related properties and hence the City's management believes the City will ultimately receive value equal to the delinquent receivables. Surplus fund balances remaining at the completion of a special assessment district project are disposed of in accordance with City Council resolutions and with the applicable assessment bond laws of the State of California.

**CITY OF SANTA CLARA**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the year ended June 30, 2019**

**NOTE 2 – FINANCIAL STATEMENT PRESENTATION AND SIGNIFICANT ACCOUNTING POLICIES (continued)**

**V. Income Taxes**

The City falls under the purview of Internal Revenue Code, Section 115 and corresponding California Revenue and Taxation Code provisions. As such, it is not subject to federal or state income taxes.

**W. Lease Agreements**

Any operating leases with scheduled rent increases are accounted for in accordance with current accounting standards.

**X. Arbitrage Rebate Liability**

Arbitrage rebate liabilities, if any, are included in accrued liabilities.

**Y. Revenue Recognition**

Electric, Water, Sewer and Solid Waste Fund revenues are recognized based on cycle billings periodically rendered to customers. Revenues for services provided, but not billed at the end of a fiscal year, are recognized and accrued based on estimated consumption.

Governmental Activities revenues subject to accrual include taxes, intergovernmental revenues, interest and charges for services.

**Z. Non-exchange Transactions**

The City gives or receives value without directly receiving or giving equal value in exchange, including grants, entitlements, and donations. On the accrual basis, revenue from taxes is recognized in the fiscal year for which the taxes are levied or assessed. Revenue from grants, entitlements, and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied.

**AA. Financial Instruments**

Financial instruments included in the City's basic financial statements, excluding cash and investments, consisted of accounts receivable, accrued liabilities and bonds payable. The carrying amounts are a reasonable estimate of fair value.

**BB. Conditional Grants**

The City has several programs under which it extends loans to qualifying individuals or groups for the purpose of improving the City's housing stock and/or its supply of low-and moderate-income housing. Certain of these loans provide for the eventual forgiveness of the loan balance if the borrower complies with all the terms of the loan over its full term. The City accounts for these loans as conditional grants in the City-wide financial statements, and provides a reserve against their eventual forgiveness using the straight-line method over the life of the respective loan. As of June 30, 2019, conditional grants of \$13,277,680 were offset by reserves of \$7,633,105.

**CITY OF SANTA CLARA**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the year ended June 30, 2019**

**NOTE 2 – FINANCIAL STATEMENT PRESENTATION AND SIGNIFICANT ACCOUNTING POLICIES (continued)**

**CC. Use of Estimates**

The preparation of basic financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the basic financial statements and the reported amounts of revenues and expenditures/expenses during the reporting period. Actual results could differ from those estimates.

**DD. Vehicle Registration Fee**

On November 2, 2010, Santa Clara County voters approved Measure B, which levies a \$10 annual vehicle registration fee (VRF). The statute requires that fees collected be used only to pay for programs and projects that have a relationship or benefit to the owners of motor vehicles paying the fee and are consistent with the regional transportation plan. All revenue collected through the VRF is allocated on a population basis to cities in Santa Clara County. The City has committed and used the revenue from Measure B towards various street maintenance and traffic signal timing upgrade projects. The Vehicle Registration Fees are reported in the Streets and Highways Improvement Capital Projects Fund.

As of June 30, 2019, the balance of the Vehicle Registration Fees are as follows:

	Vehicle Registration Fee
Beginning Balance July 1, 2018	\$ 2,910,426
Intergovernmental revenue	798,244
Interest	34,708
Expenditures	(1,241,992)
Ending Balance June 30, 2019	\$ 2,501,386

**NOTE 3 – BUDGETS AND BUDGETARY ACCOUNTING**

The budget of the City is a detailed operating plan that identifies estimated costs and activities in relation to estimated revenues. The budget includes: (1) the projects, services and activities to be provided during the fiscal year, (2) the estimated revenue available to finance the operating plan, and (3) the estimated spending requirements of the operating plan.

The budget process is the mechanism through which policy decisions are made, implemented and controlled. The City Charter requires that the City establish a budgetary system for general operations and prohibits expending funds for which there is no legal appropriation. The City is required to adopt a budget on or before June 30 for the ensuing fiscal year that begins July 1. Activities of the General Fund, the Santa Clara Housing Successor, and the Maintenance Special Revenue Funds are included in the annual appropriated operating budget. The procedures followed to establish the budgetary data reflected in the accompanying required supplementary information to the basic financial statements are as follows:



**CITY OF SANTA CLARA**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the year ended June 30, 2019**

**NOTE 3 – BUDGETS AND BUDGETARY ACCOUNTING (continued)**

1. The City Manager submits to the City Council a proposed operating budget for the fiscal year commencing the following July 1. This includes a Five-Year Financial Plan to aid in the planning and funding of operations and capital projects over the next five years.
2. Public hearings are conducted to obtain public comments.
3. The operating and capital budgets are legally enacted through the passage of a minute order.

From the effective date of the budget, the amounts stated therein as proposed expenditures become appropriations to the applicable governmental funds. The City Council may amend the budget by motion during the fiscal year. The legal appropriation control is established at the department level in each fund. For select funds where expenditures are not allocated to a specific department, the appropriation control is established at the fund level. Transfers of funding between budgetary funds require City Council appropriation and approval. City Council approval is required for a budget amendment during the fiscal year which may include the use of reserves or fund balances, and approval of appropriations of grant monies. Per Article XIII, Section 1305 of the City Charter, appropriations lapse at the end of each fiscal year; therefore, unencumbered funds allocated for specific projects, donations, and grants require City Council appropriation for use in the following fiscal year.

Budgetary transfers between accounts or expenditure category may be done through Finance Department or City Manager's Office approval as long as they are conducted within the legal appropriation control limit set by the City Council.

Budget information is presented on a non-GAAP budgetary basis. Budgeted revenue amounts represent the original budget modified by adjustments authorized during the year. Budgeted expenditure amounts represent original appropriations adjusted for supplemental appropriations and transfers during the year. Budget amounts in the schedules of revenues, expenditures and changes in fund balances-budget and actual, include supplemental appropriations approved by the City Council during the year.

For the actual GAAP basis financial statements, encumbered appropriations are not reported as expenditures, but are reported as a reservation of fund balance available for subsequent year expenditures, based on the encumbered appropriation authority carried over to the next fiscal year.

In addition to the annual Operating Budget, each year the City Council adopts a project length Capital Improvement Project budget biennially.

**NOTE 4 – LEASE AGREEMENTS**

**A. Original City Leases**

Irvine Company Disposition and Development Agreement With Ground Lease (DDA) for Office Park Development

In April 2000, the former RDA entered into a Disposition and Development Agreement (DDA) with Ground Lease with The Irvine Company (Developer) for development of the site as an office/R&D complex. The DDA contemplated the former RDA obtaining title to the entire property from the City prior to entering into ground leases with the Developer. The site is subdivided into three parcels to accommodate the phased

**CITY OF SANTA CLARA**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the year ended June 30, 2019**

**NOTE 4 – LEASE AGREEMENTS (continued)**

development of the project. Only Parcel 2 was conveyed to the former RDA. Parcels 1 & 3 were always held by the City and not subject to terms of the subsequent RDA dissolution.

In March 2006, the DDA and the Ground Lease were amended to update the status of conditions precedent; amend the schedule of performance; and clarify terms and conditions relating to Parcel 1 and Parcel 3. In October 2012, the City entered into two ground leases with the Irvine Company for Parcels 1 and 3. The term of both leases is 80 years after the effective date of October 31, 2012, and therefore both leases shall expire on October 31, 2092. The rent commencement date is November 1, 2012. Under the terms of the leases the City will receive specified amounts for minimum rent subject to certain events or time periods and then inflationary adjustments at times specified in the leases. For the fiscal year ended June 30, 2019, Lessee paid rent of \$2.3 million for Parcel 1 and \$1.1 million for Parcel 3.

The following schedule summarizes the minimum future lease revenues to be received by the City from the leases of Parcels 1 and 3:

Fiscal Year	Parcel 1	Parcel 3	Total
2020	\$ 2,259,022	\$ 1,089,174	\$ 3,348,196
2021	2,259,022	1,089,174	3,348,196
2022	2,259,022	1,089,174	3,348,196
2023	2,259,022	1,089,174	3,348,196
2024	2,259,022	1,089,174	3,348,196
Thereafter	154,366,475	74,426,907	228,793,382
Total	<u>\$ 165,661,585</u>	<u>\$ 79,872,777</u>	<u>\$ 245,534,362</u>

**B. City Leases Pursuant to the Terms of the January 8, 2016 Settlement Agreement**

On March 8, 2011, the City and the former RDA adopted resolutions authorizing the execution of property conveyance agreements for the conveyance of certain real property owned by the former RDA. The agreements conveyed the properties subject to existing leases to the City. Properties included California's Great America Theme Park, Techmart, Hyatt Regency, and Hilton Hotel.

The actions taken by the former RDA related to the asset transfers were validly authorized and conformed with the requirements of the Community Redevelopment Law as it existed at the time of the actions. Pursuant to ABx1 26, the Redevelopment Dissolution Law, the State Controller's Office is to review any asset transfers that occurred between a redevelopment agency and any other public agency after January 1, 2011 and if the assets have not been contractually committed to a third party and to the extent allowed by state and federal law, the Controller, after completing its review is to order the return of the assets to the Successor Agency. The Successor Agency received a Controller's order on September 10, 2013 ordering the City to transfer the assets back to the Successor Agency. The validity of that order was the subject of litigation in Sacramento Superior Court (Sharma vs. City of Santa Clara). Additionally, on July 26, 2013, the Court granted the County of Santa Clara, the Santa Clara Unified School District, and the Santa Clara County Office of Education (Petitioners) motion for a preliminary injunction (temporary restraining order),

**CITY OF SANTA CLARA**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the year ended June 30, 2019**

**NOTE 4 – LEASE AGREEMENTS (continued)**

restricting the City from selling, transferring, encumbering, spending, or otherwise depleting or wasting any real property interests received from the former RDA.

On January 8, 2016 the City executed a Settlement Agreement in Sharma vs the City of Santa Clara. This Settlement Agreement calls for the City to return to the Successor Agency certain properties that the former Redevelopment Agency transferred to the City prior to dissolution. The properties returned are as follows: The Great America Theme Park Property, the Hilton Hotel Property, the North/South Parking Lots, the Gateway Parcel 2 Property, the Hyatt Hotel Property, The Techmart Property, and the Martinson Childcare Center Property. The Settlement Agreement requires the City to forego the long term lease revenues generated by the properties. Lease revenues collected from July 1, 2012 to June 30, 2016 have been passed on to the Successor Agency. Additional information concerning the Settlement Agreement can be found in Note 22.

The Settlement Agreement provides clarity that the City retains title to the main parking lot property for the Great America Theme Park and the Hyatt Hotel Ballroom Space. The agreement provides that rental income from these properties beginning July 1, 2015 is the property of the City.

California's Great America Theme Park Parking Lot Lease

The City and Cedar Fair entered into various agreements to operate and manage the theme park. As agreed in the Settlement Agreement, the Great America Theme Park Main Parking Lot is and always has been owned by the City and the City is entitled to any lease revenues generated from the Main Parking Lot after June 30, 2015. Pursuant to the Fourth Amendment of the ground lease, the City allows Cedar Fair to use certain City property adjacent to the Theme Park property for parking. Under the terms of the amended Ground Lease, Cedar Fair pays the City annually for use of such property for parking. Lease payments remitted for the year ended June 30, 2019, totaled \$121,606.

Future lease payments for the parking lot (terms are February 1 to January 31) to be made by Cedar Fair are as follows:

<u>Fiscal Year</u>	<u>Parking Lot</u>
2020	\$ 121,606
2021	121,606
2022	121,606
2023	121,606
2024	121,606
Thereafter	486,423
Total	<u>\$ 1,094,453</u>

Hyatt Ballroom Lease Agreement

In April 1985, the former RDA entered into various agreements for the development of a certain piece of land for the eventual operation of a high quality hotel and related facilities, including a ballroom. The resulting lease agreement pertaining to the City owned ballrooms for an initial term of 50 years. The Lessee

**CITY OF SANTA CLARA**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the year ended June 30, 2019**

**NOTE 4 – LEASE AGREEMENTS (continued)**

has options to renew the lease for four additional periods of ten years each and one additional period of nine years. In 2013, Hyatt Equities, LLC. sold its interest to Inland American Lodging Acquisitions, Inc., the terms and conditions of the lease agreements remain in effect.

The minimum rent of the Ballroom lease is adjusted every three years according to the April 1985 agreement. For fiscal year ended June 30, 2019, Lessee paid \$344 thousand in rents for the Ballroom lease.

The following schedule summarizes the approximate minimum future revenues to be received from this lease:

	Ballroom Lease
Fiscal Year	Amount
2020	\$ 344,160
2021	344,160
2022	344,160
2023	344,160
2024	344,160
Thereafter	3,728,400
Total	<u>\$ 5,449,200</u>

**C. North South Parking Lot Lease**

On May 22, 2018, the City Council authorized the City Manager to make an offer to purchase the Successor Agency-owned North South Parcel and further authorized the execution of a Purchase and Sale Agreement for the property. The transfer of the property was settled on July 24, 2018. As part of the acquisition, the City accepted and assumed all of the duties, obligations, liabilities, commitments and covenants of Successor Agency accruing from and after the settlement date with respect to or arising under the lease with Cedar Fair.

For the fiscal year ended June 30, 2019, Cedar Fair paid rent of \$29,925.

Future lease payments for the parking lot (terms are February 1 to January 31) to be made by Cedar Fair are as follows:

	North South
Fiscal Year	Parking Lot
2020	\$ 29,925
2021	29,925
2022	29,925
2023	29,925
2024	29,925
Thereafter	478,800
Total	<u>\$ 628,425</u>

**CITY OF SANTA CLARA**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the year ended June 30, 2019**

**NOTE 5 - ENTERPRISE FUND MANAGEMENT AGREEMENTS**

**A. Santa Clara Convention and Visitors Bureau and Convention Center**

In March 1984, the City entered into two separate management agreements with the Santa Clara Chamber of Commerce and Convention/Visitors Bureau, Inc. for management of both the Santa Clara Convention-Visitors Bureau (CVB) and the Santa Clara Conference and Convention Center (Convention Center). The agreement to manage the CVB was terminated in July 2018. In addition, on September 18, 2018, the City issued a termination notice for the Convention Center Management Agreement effective March 18, 2019.

During fiscal year 2018-19, the City performed a competitive bidding process to select a new management company for the Convention Center. On March 12, 2019, the City Council approved a resolution to enter into a new agreement with Global Spectrum, LP, doing business as Spectra Venue Management (Spectra), to manage and operate the Convention Center effective March 18, 2019. The initial term of this agreement began on March 18, 2019 and runs through June 30, 2024 with the option to extend the agreement for two subsequent terms of five (5) years by serving notice to Spectra no later than 180 days from the expiration of the term period. Under the terms of this agreement, Spectra will receive an annual base management fee for its' operation of the Convention Center and an additional management fee if certain performance measures are met. For fiscal year ended June 30, 2019, the City paid Spectra \$50,121 in management fees.

**B. American Golf Corporation**

In May 1987, Sports and Open Space Authority (SOSA) entered into a management agreement with American Golf Corporation (AGC) to manage the operations of the Santa Clara Golf and Tennis Club (SCG&TC). Subsequent five-year extensions of the agreement with minor changes in language were made on June 4, 2002 through June 30, 2007; March 20, 2007 through June 30, 2012; and May 8, 2012 effective through June 30, 2017. On June 27, 2017, the City extended the management agreement for the operation and maintenance of the SCG&TC from July 1, 2017 to June 30, 2019, and up to three, one-year extensions and a 6-month termination notice at any time to accommodate the City's other projects. Under the terms of the contract, AGC develops an annual business plan that is reviewed and approved by SOSA. Moreover, AGC receives an annual administrative fee not to exceed \$54,000 and fixed management fee of \$187,437 in fiscal year 2018-19, subject to annual increases based on the Consumer Price Index, plus 3 percent of certain operating revenues. In fiscal year 2018-19, the City paid a total of \$303,635 to AGC for the performance of services. In April 2019, SOSA executed Amendment No. 1 to the agreement to extend until October 31, 2019 and notified AGC of SOSA's intent to close the facility effective October 31, 2019 in order to facilitate the anticipated development of CityPlace.

**CITY OF SANTA CLARA**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the year ended June 30, 2019**

**NOTE 6 – SANTA CLARA STADIUM AUTHORITY**

**A. Credit Agreement**

The Restated Credit Agreement dated as of June 19, 2013 was entered into by and among Stadium Funding Trust (FinanceCo), SCSA, and Goldman Sachs Bank. Under the Restated Credit Agreement, FinanceCo is issuing private placement notes and obtaining a loan from a consortium of lenders and will loan SCSA up to \$450 million and StadCo up to \$400 million. Additionally, SCSA and StadCo entered into The Restated StadCo Obligations Agreement on June 19, 2013 under which StadCo will loan up to \$500 Million to SCSA to pay costs associated with the development of Levi's Stadium.

**B. Management Agreement**

The Stadium Management Agreement dated as of March 28, 2012 was entered into by and among the SCSA, Forty Niners Stadium Management Company LLC (Management), and StadCo. The SCSA and StadCo selected ManagementCo to provide management services for the Stadium on each entity's behalf on a continual, year-round basis, including overseeing the day-to-day operations and maintenance of the Stadium. The Stadium Management Agreement has an initial term of 25 years, plus a 15 year renewal option. On November 13, 2012 the First Amendment to the Stadium Management Agreement was approved. This First Amendment establishes incentive management fees, clarifies certain responsibilities of ManagementCo, preserves the amount of concessions income earned by SCSA and StadCo, and addresses liability issues regarding a possible Solar Site License Agreement with NRG.

The Stadium Management Agreement gives ManagementCo the responsibility to oversee the concessions agreements but not to enter into the concessions agreements without SCSA and StadCo's prior consent. The Concessions Operating Agreement dated February 2018 was reviewed by SCSA and StadCo and entered into by and between ManagementCo and Levy Premium Foodservice Limited Partnership (Levy). The Concessions Operating Agreement has an initial term of 12 years which runs from April 16, 2018 through April 15, 2030 and it grants Levy the exclusive right to provide food and beverage services and merchandise services at all events at Levi's Stadium.

**C. Ground Lease**

On February 28, 2012, the SCSA entered into a lease (the Ground Lease) with the City whereby the City leases the Stadium site to the SCSA. The Ground Lease was amended on June 19, 2013.

The Ground Lease has an initial term of 40 years. The first lease year commenced on the first day following the substantial completion of construction (August 1, 2014) and ended on the next following March 31st. The subsequent lease years will start on April 1st and end on the following March 31st. The SCSA will have five successive extension options, each four years in duration, which would commence following the initial term expiration date.

The Ground Lease provides that the City will receive a fixed ground rent (Fixed Ground Rent) of \$180 thousand for the first year of Stadium operations payable by the Stadium Authority. Beginning in the second year of Stadium operations and annually thereafter through the tenth year of Stadium operations, the Fixed Ground Rent will increase annually by \$35 thousand. Beginning in the 11th year of Stadium operations, Fixed Ground Rent will be increased to equal \$1 million, and thereafter will be increased by \$100 thousand every five years through the end of the initial term of the Ground Lease. If the term of the Ground Lease is extended, then, during the first extension term, the Fixed Ground Rent will equal \$1.58 million; and if and to

**CITY OF SANTA CLARA**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the year ended June 30, 2019**

**NOTE 6 – SANTA CLARA STADIUM AUTHORITY (continued)**

the extent the Ground Lease is further extended, the Fixed Ground Rent will be increased by \$80 thousand every four years thereafter through the expiration of the term of the Ground Lease. While the Fixed Ground Rent payments vary over the course of the Ground Lease, Ground Lease expense is recorded on a straight-line basis. Therefore \$979 thousand of ground lease expense was reported in each of the fiscal years ended March 31, 2019 and 2018.

The Ground Lease also provides that the City will receive a performance-based rent equal to 50% of the net income from non-NFL events, less certain credits including 50% of the Fixed Ground Rent, payable by the SCSA. If certain of the credits are not used within the year incurred or the next five succeeding years, the credits will expire.

The following schedule summarizes the minimum future payments due under this lease:

Fiscal Year Ending March 31	Ground Lease Amount
2020	\$ 355,000
2021	390,000
2022	425,000
2023	460,000
2024	495,000
Thereafter	37,500,000
Total	<u>\$ 39,625,000</u>

**D. Stadium Lease**

On March 28, 2012, the SCSA entered into a lease with StadCo whereby the Stadium Authority leases the Stadium to StadCo. On June 19, 2013, the same parties entered into an Amended and Restated Stadium Lease Agreement (the Stadium Lease).

The Stadium Lease has an initial term of 40 years commencing on the first day following the substantial completion of construction (August 1, 2014) and includes five successive options to extend the term by four years each. The Stadium Lease is divided into two seasons:

- the Tenant Season, which includes the NFL season (including preseason, regular season and postseason NFL games) and runs from August 1 through January 31; and
- the Stadium Authority Season, which runs from February 1 through July 31.

Pursuant to the Stadium Lease, the Stadium Authority and StadCo will be entitled to receive and collect separate revenues. Initially, rent payable by StadCo to the Stadium Authority was \$24.5 million per year. This amount was established pursuant to the Stadium Lease in connection with the take-out financing, which occurred on June 19, 2013. The Stadium Lease allowed for one opportunity to adjust the rent if operating or debt service expenses are either more or less than projected in determining the initial rent. Based on the changes to the projected operating and debt service expenses, the provisions for a one-time rent adjustment

**CITY OF SANTA CLARA**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the year ended June 30, 2019**

**NOTE 6 – SANTA CLARA STADIUM AUTHORITY (continued)**

were triggered. At the Stadium Authority Board (Board) meeting held on March 22, 2016, the Board decided not to adjust the rent, and instead passed a motion to pursue the informal dispute resolution procedures and to proceed to the arbitration process if necessary. Thereafter, on May 3, 2016 StadCo filed for arbitration with the Stadium Authority.

On June 18, 2018, the arbitrator entered an Arbitration Award in favor of the Stadium Authority and against StadCo. This award adjusted the facility rent from \$24.5 million to \$24.76 million, an increase of \$262,000. This increase is retroactive to the first lease year resulting in a total amount owed to the Stadium Authority of \$1.31 million for the first five lease years, through March 31, 2019. In addition to the adjustment to the facility rent, the Stadium Authority was entitled to reimbursement of its legal fees, determined by the arbitrator to be \$2.28 million. The lease also provides for a fair market rent adjustment in year 33.

The Stadium Authority received \$25.8 million and \$24.5 million in stadium rent from StadCo in each of the fiscal years ended March 31, 2019 and 2018, respectively.

The SCSA may elect to expand the Tenant Season to consist of the entire lease year, from April 1 through the next succeeding March 31 (Stadium Authority Put Right), by delivering written notice to StadCo. The Stadium Authority Put Right may be exercised at any time during lease year 13, or at any time that the Management Company Revolving Loan balance exceeds \$20 million. The expansion of the Tenant Season will be effective as of the applicable Tenant Season Expansion Date as set forth in the Stadium Lease. Effective from and after the Tenant Season Expansion Date, and continuing through the remainder of the Stadium Lease term, the Tenant Season will consist of the entire lease year.

**E. Subsequent Events**

On July 3, 2019, ManagementCo issued a certificate of loan to the Stadium Authority under the Management Company Revolving Loan in accordance with Sections 5.2 and 5.3 of the Stadium Management Agreement. The Stadium Management Agreement engages ManagementCo for services rendered related to its operations on behalf of the Stadium Authority. The Management Company Revolving Loan may be used solely for the purpose of enabling the Stadium Authority to pay covered Stadium Authority operating expenses, as defined in the agreement, to the extent, and only to the extent, that funds are not otherwise available. During fiscal year 2019-20, certain operating expenses by ManagementCo have come into question by the Stadium Authority and as such, were withheld from payment to ManagementCo. Per the Management Company Revolving Loan, ManagementCo triggered the loan provision in order to provide financing for the payment of operating expenses not paid to date by the Stadium Authority. As of the date of this report, the total amount loaned to the Stadium Authority is \$4,456,000.

**NOTE 7 – CASH AND INVESTMENTS**

**A. Pooled Cash and Investments**

The City pools cash from all sources and all funds except restricted cash and investments with fiscal agent. Allocable portions of the pooled portfolio for each fund type are reported under the captions “Pooled cash and investments” and “Restricted Cash”. Interest income earned on pooled cash and investments is allocated to various funds based on average cash balances of each fund unless there are specific legal or contractual requirements to do otherwise.



**CITY OF SANTA CLARA**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the year ended June 30, 2019**

**NOTE 7 – CASH AND INVESTMENTS (continued)**

Total cash and investments of the City was \$960.4 million as of June 30, 2019. This amount includes the City's cash and cash equivalents of \$875.1 million, and cash and investments with fiscal agents of \$85.3 million.

Of the City's total cash and investments, the following shows the allocation as presented on the accompanying statements of net position:

Statement of Net Position	
Pooled cash and investments	\$ 819,103,045
Investments with fiscal agent - current	31,868,535
Restricted cash	28,529,530
Deposits	1,405,371
Investments with fiscal agent - noncurrent	28,121,325
Fiduciary Funds	
Pooled cash and investments	25,993,405
Investments with fiscal agent - current	2
Investments with fiscal agent - noncurrent	2,820,132
Investments with fiscal agent - OPEB	22,533,235
Total Cash and Investments	<u>\$ 960,374,580</u>

The City's cash and investments balances in Governmental Funds, Enterprise Funds, Internal Service Funds, Private Purpose Trust, and Agency Funds were as follows:

	Governmental Funds	Enterprise Funds	Internal Service Funds	Fiduciary Funds	Total
Pooled cash and investments	\$ 288,785,576	\$ 513,787,373	\$ 16,530,096	\$ 25,993,405	\$ 845,096,450
Investments with fiscal agent - current	485	31,868,050	-	2	31,868,537
Restricted cash	18,760,715	9,768,815	-	-	28,529,530
Investments with fiscal agent - noncurrent	711,662	27,409,663	-	2,820,132	30,941,457
Investments with fiscal agent - OPEB	-	-	-	22,533,235	22,533,235
Deposits	-	1,405,371	-	-	1,405,371
Total cash and investments	<u>\$ 308,258,438</u>	<u>\$ 584,239,272</u>	<u>\$ 16,530,096</u>	<u>\$ 51,346,774</u>	<u>\$ 960,374,580</u>

**CITY OF SANTA CLARA**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the year ended June 30, 2019**

**NOTE 7 – CASH AND INVESTMENTS (continued)**

**B. Investments Authorized by the California Government Code and the City’s Investment Policy**

The City’s investment strategy is to invest cash not required for current obligations in U.S. government securities, federal government agency securities, highly rated money market instruments and other investments in accordance with the City’s investment policy for a maximum term of five years for the General Fund portfolio. The City Council has authorized the purchase of securities with maturities greater than five years, specifically for the Electric Cost Reduction Account. This strategy allows the City to minimize its exposure to credit, market, and liquidity risk while maintaining a reasonable return on its portfolio.

The City’s investment policy, in compliance with the City of Santa Clara Charter, Article IX, Section 904 (d) and (h), and the California Government Code authorizes the City to invest in securities that are consistent with the City’s cash management strategy and long-term goals and objectives. The City is authorized to invest in the following types of instruments, and the table also identifies certain provisions of the California Government Code, or the City’s investment policy where it is more restrictive:

**CITY OF SANTA CLARA**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the year ended June 30, 2019**

**NOTE 7 – CASH AND INVESTMENTS (continued)**

Authorized Investment Type	Maximum Maturity	Minimum Credit Quality	Maximum Percentage of Portfolio	Maximum Investment In One Issuer
U.S. Treasury Obligations	5 years	N/A	None	None
U.S. Agency Securities <sup>(A)</sup>	5 years	Top three ratings categories	80%	40%
Negotiable Certificates of Deposit	1 year	N/A	25%	5%
Bankers Acceptances	180 days	N/A	25%	5%
Commercial Paper	270 days	A1 / P1	25%	10%
California Local Agency Investment Fund	N/A	N/A	None	\$65M Per A/C
Repurchase Agreements	60 days	N/A	50%	20%
Reverse Repurchase Agreements (requires City Council approval)	92 days	N/A	20%	10%
Securities of Local Agencies of California	5 years	N/A	20%	5%
Medium Term Corporate Notes	5 years	Top three ratings categories	15%	5%
Mutual Funds / Money Market Funds	N/A	Top rating category	20%	10%
Investment Pools	N/A	N/A	None	None

(A) Securities issued by the Federal Farm Credit Bank (FFCB), the Federal Home Loan Bank (FHLB), the Federal National Mortgage Association (FNMA), and the Federal Home Loan Mortgage Corporation (FHLMC), local agencies and other U.S. government -sponsored enterprises.

**C. Investments with Fiscal Agents**

The City invests bond proceeds restricted for construction in instruments that are stated in the Investment Policy and in various return-guaranteed investment agreements. These investments are invested in

**CITY OF SANTA CLARA**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the year ended June 30, 2019**

**NOTE 7 – CASH AND INVESTMENTS (continued)**

accordance with bond indentures and the maturities of each investment should not exceed the final maturity of each bond. Bond proceeds investments are reported monthly to the City Council.

The City also maintains required amounts of cash and investments with trustees or fiscal agents under the terms of certain debt issues. These funds are unexpended bond proceeds or are pledged reserves to be used if the City fails to meet its obligations under these debt issues. The California Government Code 53601 (L) allows these funds to be invested in accordance with the statutory provisions governing the issuance of those bonds, indebtedness, other agreements, or certificates of participation in accordance with the ordinance, resolution, indenture, or agreement of the local agency providing for the issuance.

Former RDA and Electric Reserve Fund bond proceeds restricted for construction projects are invested and held by the trustee as fiscal agent investments. All funds have been invested as permitted under the Code. These investments are usually scheduled to mature when cash is needed to fulfill the requirements of the underlying bond and trust agreements.

**D. Pension Rate Stabilization Program**

In February 2017, the City Council approved a Pension Rate Stabilization Program, (PRSP) Trust administered by Public Agency Retirement Services (PARS). The PRSP is an irrevocable trust and qualifies as an Internal Revenue Section 115 trust. This trust will assist the City in mitigating the CalPERS contribution rate volatility. Investments of funds held in Pension Rate Stabilization Program (PRSP) are governed by the Investment Guideline Document for the investment account and by the agreement for administrative services with the Public Agency Retirement Services (PARS), rather than the general provisions of the California Government code or the City's investment policy. The City elected a discretionary investment approach which allows the City to maintain oversight of the investment management, control on target yield and the portfolio' risk tolerance. The assets in this program will eventually be used to fund Pension Plan obligations.

**E. Interest Rate, Credit Risks and Fair Value Measurement**

Interest rate risk is the risk that an investment's value will be adversely affected by a change in interest rates. In general, the longer the time to maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. To reduce interest rate risk, the City diversifies the portfolio into a wide range of investments with different maturities, and maintains a reasonable average maturity of less than three years. This approach significantly mitigates adverse market volatility and maximizes returns.

The average maturity of the City's pooled investment portfolio at June 30, 2019 was approximately 2.05 years and the City has the ability to and generally intends to hold all investments to maturity. Information about the sensitivity of the fair values of the City's investments (including investments held by bond trustees) to market interest rate fluctuations is provided in the investment table that shows the distribution of the City's investments by maturity.

**CITY OF SANTA CLARA**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the year ended June 30, 2019**

**NOTE 7 – CASH AND INVESTMENTS (continued)**

Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. Credit risk is measured by the assignment of a rating by a nationally recognized statistical rating organization. Presented on the next page is the minimum rating required by the California Government Code, the City's investment policy, or debt agreements and the actual rating as of June 30, 2019 for each investment type:

Type of Investment	Credit Rating	Maturity					Fair Value
		Under 180 Days	181 - 365 Days	1 - 3 Years	3 - 5 Years	Over 5 Years	
Cash and Investments - City							
Cash	N/A	\$ 112,684,854	\$ -	\$ -	\$ -	\$ -	\$ 112,684,854
U.S. Treasury notes	Aaa	5,000,000	-	70,351,365	148,173,245	-	223,524,610
Federal Farm Credit Bank	Aaa	17,265,576	8,924,868	63,173,216	36,619,374	-	125,983,034
Federal Home Loan Bank	Aaa	7,254,343	8,733,900	50,056,785	20,633,810	-	86,678,838
Federal National Mortgage Association	Aaa	39,924,220	39,833,610	84,472,865	5,034,990	-	169,265,685
Federal Home Loan Mortgage Corporation	Aaa	10,977,622	9,942,900	14,976,245	11,577,212	-	47,473,979
Mutual Fund - Fidelity	Aaam	21,383,655	-	-	-	-	21,383,655
State Investment Pool (LAIF)	Not Rated	63,740,712	-	-	-	-	63,740,712
Total Cash and Investments - City Treasury		278,230,982	67,435,278	283,030,476	222,038,631	-	850,735,367
Cash and Investments - Other:							
Cash (Debt Fund)	N/A	146,389	-	-	-	-	146,389
Federal Home Loan Bank (Bentzien Trust)	Aaa	99,848	-	167,187	109,598	-	376,633
Municipal Notes (Bentzien Trust)	Aaa	25,231	-	111,535	55,084	-	191,850
Municipal Notes (Bentzien Trust)	Aa	-	-	-	37,102	148,082	185,184
Municipal Notes (Bentzien Trust)	A	15,000	10,052	172,774	53,449	-	251,275
Municipal Notes (Bentzien Trust)	BBB	-	35,510	-	-	55,199	90,709
Foreign Government Notes (Bentzien Trust)	Aa	-	-	65,966	-	-	65,966
Corporate Notes (Bentzien Trust)	BBB	-	25,370	101,951	-	36,671	163,992
Corporate Notes (Bentzien Trust)	B	-	35,131	-	-	-	35,131
Corporate Stock (Bentzien Trust)	A & B	915,984	-	-	-	-	915,984
Corporate Stock (Bentzien Trust)	C	3,205	-	-	-	-	3,205
Corporate Stock (Bentzien Trust)	Not Rated	1,422	-	-	-	-	1,422

(continued)

**CITY OF SANTA CLARA**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the year ended June 30, 2019**

**NOTE 7 – CASH AND INVESTMENTS (continued)**

Type of Investment	Credit Rating	Maturity					Fair Value
		Under 180 Days	181 - 365 Days	1 - 3 Years	3 - 5 Years	Over 5 Years	
Cash and Investments - Other: (continued)							
Mutual Fund - Dreyfus Money Market (Bond Proceeds)	Aaam	2,119,292	-	-	-	-	2,119,292
Mutual Fund - Blackrock Money Market (Debt Fund)	Aaam	708,644	-	-	-	-	708,644
Mutual Fund - MoneyMarket Funds (Debt Fund)	Aaam	20,981,624	-	-	-	-	20,981,624
Mutual Fund - Federated Prime (Bentzien Trust)	Aaam	291,301	-	-	-	-	291,301
Mutual Fund - Federated Intercontinental (Bentzien Trust)	Not Rated	97,097	-	-	-	-	97,097
Mutual Fund - Federated Total Return Bond (Bentzien Trust)	Not Rated	152,774	-	-	-	-	152,774
Mutual Fund - Vanguard GNMA Fund (Bentzien Trust)	Not Rated	96,682	-	-	-	-	96,682
EFT - Energy Sector SPDR TR (Bentzien Trust)	Not Rated	19,113	-	-	-	-	19,113
OP EB Plan Trust Fund (MoneyMarket Fund)	Not Rated	767,090	-	-	-	-	767,090
OP EB Plan Trust Fund (Mutual Fund)	Not Rated	21,766,145	-	-	-	-	21,766,145
Pension Rate Stabilization Investment (MoneyMarket Fund)	Not Rated	754,031	-	-	-	-	754,031
Pension Rate Stabilization Investment (Mutual Fund)	Not Rated	21,106,923	-	-	-	-	21,106,923
US Treasury Notes (Bentzien Trust)	Aaa	-	-	-	306,445	-	306,445
US Treasury Notes (Debt Fund)	Aaa	-	1,735,086	35,389,321	-	-	37,124,407
Collateral Obligations (JP Morgan & Others)	Not Rated	919,905	-	-	-	-	919,905
Total Cash and Investments - Other		70,987,700	1,841,149	36,008,734	561,678	239,952	109,639,213
Total Cash and Investments		\$ 349,218,682	\$ 69,276,427	\$ 319,039,210	\$ 222,600,309	\$ 239,952	\$ 960,374,580

The City accounts for investments in accordance with GAAP, which requires governmental entities to report certain investments at fair value based on quoted market information obtained from recognized sources. The City has reported its investments at fair value with the exception of its share of external investment pools and mutual funds, the carrying value of which approximates fair value. In determining the change in fair value of its investments, the City used an aggregate method of calculation.

**CITY OF SANTA CLARA**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the year ended June 30, 2019**

**NOTE 7 – CASH AND INVESTMENTS (continued)**

The City categorizes its fair value measurements within the fair value hierarchy established by GAAP. The hierarchy is based on the valuation input used to measure the fair value of asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

	Investments and Derivative Instruments Measured at Fair Value 6/30/2019	Fair Value Measurements		Exempt <sup>(1)</sup>
		Prices in Active Markets for Identical Assets Level 1	Significant Other Observable Inputs Level 2	
Investments by Fair Value Level				
Short Term Investments				
Federal Farm Credit Banks	\$ 125,983,034	\$ -	\$ 125,983,034	\$ -
Federal Home Loan Banks	86,678,838	-	86,678,838	-
Federal National Mortgage Association	169,265,685	-	169,265,685	-
Federal Home Loan Mortgage Corp	47,473,979	-	47,473,979	-
Mutual Fund - Fidelity Money Market	21,383,655	-	-	21,383,655
Total Short Term Investments	450,785,191	-	429,401,536	21,383,655
Debt Securities and Other				
Federal Home Loan Banks (Bentzien Trust)	376,633	-	376,633	-
Municipal Notes (Bentzien Trust)	191,850	-	191,850	-
Municipal Notes (Bentzien Trust)	185,184	-	185,184	-
Municipal Notes (Bentzien Trust)	251,275	-	251,275	-
Municipal Notes (Bentzien Trust)	90,709	-	90,709	-
Foreign Government Notes (Bentzien Trust)	65,966	-	65,966	-
Corporate Notes (Bentzien Trust)	163,992	-	163,992	-
Corporate Notes (Bentzien Trust)	35,131	-	35,131	-
Mutual Fund - Dreyfus Money Market (Bond Proceeds)	2,119,292	-	-	2,119,292
Mutual Fund - Blackrock Money Market (Debt Fund)	708,644	-	-	708,644
Mutual Fund - Money Market Funds (Debt Fund)	20,981,624	-	-	20,981,624
Mutual Fund - Federated Gov't (Bentzien Trust)	291,301	-	291,301	-
Mutual Fund - Federated Intercontinental (Bentzien Trust)	97,097	-	97,097	-
Mutual Fund - Federated Total Return Bond (Bentzien Trust)	152,774	-	152,774	-
Mutual Fund - Vanguard GNMA Fund (Bentzien Trust)	96,682	-	96,682	-

(continued)

**CITY OF SANTA CLARA**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the year ended June 30, 2019**

**NOTE 7 – CASH AND INVESTMENTS (continued)**

Investments and Derivative Instruments Measured at Fair Value 6/30/2019	Fair Value Measurements			Exempt <sup>(1)</sup>
	Prices in Active Markets for Identical Assets Level 1	Significant Other Observable Inputs Level 2		
Debt Securities and Other (continued)				
OPEB Plan Trust Fund (Money Market Fund)	767,090	762,829		4,261
OPEB Plan Trust Fund (Mutual Fund)	21,766,145	18,459,773	3,306,372	-
Pension Rate Stabilization Investment (Money Market Fund)	754,031	741,700	-	12,331
Pension Rate Stabilization Investment (Mutual Fund)	21,106,923	17,908,123	3,198,800	-
Collateral Obligations (JP Morgan & Other)	919,905	-	-	919,905
US Treasury Notes (Bentzien Trust)	306,445	306,445	-	-
US Treasury Notes	223,524,610	223,524,610	-	-
US Treasury Notes (Debt Fund)	37,124,407	37,124,407	-	-
Total Debt Securities and Other	332,077,710	298,827,887	8,503,766	24,746,057
Equity Securities				
Corporate Stock (Bentzien Trust)	915,984	915,984	-	-
Corporate Stock (Bentzien Trust)	3,205	3,205	-	-
Corporate Stock (Bentzien Trust)	1,422	1,422	-	-
EFT - Energy Sector SPDR TR (Bentzien Trust)	19,113	19,113	-	-
Total Equity Securities	939,724	939,724	-	-
Total Investment by Fair Value Level	783,802,625	299,767,611	437,905,302	46,129,712
<b>Investments Measured at the Amortized Cost</b>				
State Investment Pool (LAIF)	63,740,712	-	-	63,740,712
Total Investments Measured at the Amortized Cost	63,740,712	-	-	63,740,712
Total Investments	847,543,337	\$ 299,767,611	\$ 437,905,302	\$ 109,870,424
<b>Cash in Banks</b>	112,831,243			
<b>Total Cash and Investments</b>	<u>\$ 960,374,580</u>			

(1) Accounts in exempt column are Mutual Fund-Money Market, Collateral Obligations, and LAIF investments which are exempt from the fair value hierarchy, or reported at amortized cost.

The City utilizes a third party pricing service to determine fair market prices for its individually held investments. Evaluations are based on market information available at the time and generated using proprietary evaluated pricing models and methodologies.

Bentzien Trust investment in stocks and U.S. Treasuries are valued using prices quoted in active markets for those securities. All other Bentzien Trust debt securities are valued using a Market Approach methodology by Standard & Poor's Securities Evaluation Inc. The Market Approach uses prices and other relevant information generated by market transactions involving identical or similar assets, liabilities or a group of assets and liabilities.

Level 1 investments are valued using a marketable actively traded assets closing price for identical assets. Level 2 investments are determined by using quoted prices for similar assets.



**CITY OF SANTA CLARA**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the year ended June 30, 2019**

**NOTE 7 – CASH AND INVESTMENTS (continued)**

**F. Concentration of Credit Risk**

Investments in the securities of any individual issuers that represent 5% or more of total Citywide investments are shown in the table below:

<u>Issuer</u>	<u>Bond-rating</u>	<u>Fair Value</u>	<u>% of Holding</u>
Federal Farm Credit Banks	Aaa	\$ 125,983,034	13.1%
Federal Home Loan Banks	Aaa	\$ 86,678,838	9.0%
Federal Home Loan Mortgage Corporation	Aaa	\$ 47,473,979	4.9%
Federal National Mortgage Association	Aaa	\$ 169,265,685	17.6%

**G. Custodial Credit Risk**

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, the City will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. Under California Government Code Section 53651, depending on specific types of eligible securities, a bank must deposit eligible securities posted as collateral with its Agent having a fair value of 105% to 150% of the City's cash on deposit. All of the City's deposits are either insured by the Federal Depository Insurance Corporation (FDIC) or collateralized with pledged securities held in the trust department of the financial institutions.

The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty (e.g. broker-dealer) to a transaction, the City will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The City's Investment Policy limits its exposure to custodial credit risk by requiring that all security transactions entered into by the City, including collateral for repurchase agreements, be conducted on a delivery-versus-payment basis. Securities are to be held by a third party custodian.

**H. Investments with Fair Values Highly Sensitive to Interest Rate Fluctuations**

The City has no investments that are highly sensitive to interest rate fluctuations to a greater degree than already disclosed in the Interest Rate Risk Section above.

**I. Local Agency Investment Fund**

The City is a voluntary participant in the Local Agency Investment Fund (LAIF). LAIF is regulated by California Government Code Section 16429 under the oversight of the Treasurer of the State of California. LAIF's investment portfolio mainly consists of Treasuries, loans, Federal Agency securities, and collateralized mortgage obligations. Each regular LAIF account is permitted to have up to 15 transactions per month, with a minimum transaction amount of \$5,000, a maximum transaction amount of \$65 million and at least 24 hours advance notice for withdrawals of \$10 million or more. Bond proceeds accounts are subject to one time deposit with no cap and are set up with a monthly draw down schedule. The carrying value of LAIF approximates fair value.

**CITY OF SANTA CLARA**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the year ended June 30, 2019**

**NOTE 8 – INTERFUND TRANSACTIONS AND BALANCES**

**A. Interfund Transfers**

With Council approval, resources may be transferred from one City fund to another. The purpose of the majority of transfers is to reimburse a fund that has made expenditures on behalf of another fund. Less often, a transfer may be made to open or close a fund.

Transfers between funds during the fiscal year ended June 30, 2019 were as follows:

Fund Receiving Transfers	Fund Making Transfers	Amount	
<b>General Fund</b>	Non-Major Governmental	\$ 1,632,039	A
	Electric	5,000	B
	Cemetery	80,000	C
<b>Non-Major Governmental</b>	General Fund	24,592,799	D
	Cemetery	3,727	E
	Sewer Utility	49,364	E
	Solid Waste	5,603	E
	Water Utility	110,880	E
	Automotive Services	17,300	E
	Electric Utility	157,484	E
	Santa Clara Convention Center	1,500,000	F
	Non-Major Governmental	15,179,786	G
<b>Automotive Services</b>	Non-Major Governmental	49,326	H
<b>Special Liability Insurance Claims</b>	General Fund	2,376,870	I
<b>Electric Utility</b>	General Fund	132,627	J
	Non-Major Governmental	240,875	J
	Sewer Utility	266,314	J
	Water Utility	516,313	J
<b>Water Utility</b>	Sewer Utility	680,000	K
<b>Solid Waste</b>	Electric Utility	200	L
<b>Santa Clara Golf and Tennis Club</b>	General Fund	466,266	M
<b>Santa Clara Convention Center</b>	General Fund	330,020	N
<b>Total Interfund Transfers</b>		\$ 48,392,793	

**CITY OF SANTA CLARA**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the year ended June 30, 2019**

**NOTE 8 – INTERFUND TRANSACTIONS AND BALANCES (continued)**

The reasons for material transfers are set forth below:

- (A) Transfer to general fund from capital project funds to return unspent project funds.
- (B) Transfer to general fund for the Majestic Oak Level Sponsorship of the Arbor/Earth day 2019.
- (C) Transfer to general fund from Cemetery capital project funds to return unspent project funds.
- (D) Transfer to fund various capital projects, special programs, and to pay the debt.
- (E) Transfer to fund their respective share of financial, human resources software, utility billing and other projects.
- (F) Transfer to fund Convention Center repair project.
- (G) Transfer to replenish the minimum requirement in Special Liability Fund.
- (H) Transfer to Automotive Services from capital project funds to return unspent project funds.
- (I) Transfer to fund Special Liability to maintain the reserve for future claims.
- (J) Transfer to fund Silicon Valley Power Utility Center, project management system and Utility billing system.
- (K) Transfer to fund Water capital improvement projects.
- (L) Transfer to Solid Waste Fund for Sustainability Series Workshop.
- (M) Transfer to the Santa Clara Golf and Tennis Club to cover operating deficit.
- (N) Transfer to fund Convention Center operating activities.

**B. Current Interfund Balances**

Current interfund balances arise in the normal course of business and are expected to be repaid shortly after the end of the fiscal year. The following is a summary of interfund balances as of June 30, 2019.

Receivable Fund	Payable Fund	Amount
<b>General Fund</b>	Santa Clara Stadium Authority	\$ 83,398
	Receivable by Governmental Funds	83,398
<b>Electric Utility</b>	Internal Service Funds	1,459,309
<b>Water Utility</b>	Internal Service Funds	153,616
<b>Sewer</b>	Internal Service Funds	557,636
<b>Cemetery</b>	Internal Service Funds	201,407
	Receivable by Enterprise Funds	2,371,968
<b>Internal Service Funds</b>	Internal Service Funds	29,483
	Water Utility	365,397
	Receivable by Internal Service Funds	394,880
	<b>Total</b>	<b>\$ 2,850,246</b>

Note: The City uses due to/due from as a balancing mechanism in funds with negative cash balances.

**CITY OF SANTA CLARA**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the year ended June 30, 2019**

**NOTE 8 – INTERFUND TRANSACTIONS AND BALANCES (continued)**

**C. Long-Term Interfund Advances**

At June 30, 2019, the funds below had made advances which were not expected to be repaid within the next year.

Fund Receiving Advance/Commitment	Fund Making Advance/Commitment	Amount of Advance/Commitment
Cemetery	General Fund	\$ 5,663,976
Santa Clara Golf & Tennis Club	General Fund	4,224,133
Parks and Recreation Facilities	General Fund	10,130,273
Total		<u>\$ 20,018,382</u>

**Cemetery Fund** has a \$5,663,976 advance that bears no interest and will be repaid when funds become available. The advance is a long term subsidy of operations pending mausoleum project funding in future years, which is expected to generate additional revenues.

**Santa Clara Golf and Tennis Club Fund** has a \$4,224,133 advance which does not bear interest, and will be repaid in annual installments after completion of capital improvements from income generated by these capital improvements.

**Parks and Recreation Facilities Fund** has a \$10,130,273 advance that bears interest which is based on the City's weight average portfolio rate and will be repaid to the General Fund in annual installments when Mitigation Fee Act funding become available.

**D. Internal Balances**

Internal balances represent the net interfund receivables and payables remaining after the elimination of all such balances within governmental, successor agency and business-type activities. The \$7,908 net internal balance in the Statement of Net Position is due to the different fiscal year end dates between the City and the Santa Clara Stadium Authority (refer to Note 1D for more information).

**CITY OF SANTA CLARA**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the year ended June 30, 2019**

**NOTE 9 - CAPITAL ASSETS**

**A. Capital Assets Summary**

Capital Assets at June 30, 2019 are comprised of:

	Balance June 30, 2018	Additions	Retirements/ Adjustments	Transfers	Balance June 30, 2019
<b><i>Governmental Activities</i></b>					
Non Depreciable Assets:					
Land	\$ 108,611,420	\$ 7,469,725	\$ -	\$ -	\$ 116,081,145
Construction in progress	23,942,158	22,459,816	-	(8,283,148)	38,118,826
Total Non Depreciable Assets	132,553,578	29,929,541	-	(8,283,148)	154,199,971
Capital assets being depreciated:					
Land improvements	22,899,665	-	-	1,676,685	24,576,350
Buildings	211,636,306	-	-	333,463	211,969,769
Infrastructure	535,303,619	18,425,119	-	5,995,173	559,723,911
Machinery & equipment	76,498,200	4,819,199	(1,234,123)	288,872	80,372,148
Total Capital assets being depreciated	846,337,790	23,244,318	(1,234,123)	8,294,193	876,642,178
Less accumulated depreciation for:					
Land improvements	(14,336,357)	(1,078,974)	-	-	(15,415,331)
Buildings	(61,253,411)	(4,179,570)	-	-	(65,432,981)
Infrastructure	(272,978,102)	(13,657,007)	-	-	(286,635,109)
Machinery & equipment	(57,797,201)	(3,986,170)	1,186,834	(9,392)	(60,605,929)
Total accumulated depreciation	(406,365,071)	(22,901,721)	1,186,834	(9,392)	(428,089,350)
Net Depreciable Assets	439,972,719	342,597	(47,289)	8,284,801	448,552,828
Governmental Activity Net Capital Assets	\$ 572,526,297	\$ 30,272,138	\$ (47,289)	\$ 1,653	\$ 602,752,799

**CITY OF SANTA CLARA**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the year ended June 30, 2019**

**NOTE 9 - CAPITAL ASSETS (continued)**

	Balance June 30, 2018	Additions	Retirements/ Adjustments	Transfers	Balance June 30, 2019
<b><i>Business-Type Activities</i></b>					
Non Depreciable Assets:					
Land	\$ 18,851,211	\$ -	\$ -	\$ -	\$ 18,851,211
Construction in progress	73,674,062	28,997,706		(15,527,647)	87,144,121
Total Non Depreciable Assets	92,525,273	28,997,706	-	(15,527,647)	105,995,332
Capital Assets being depreciated:					
Land Improvements	23,935,017	-	-	-	23,935,017
Buildings	917,617,221	-	-	886,361	918,503,582
Infrastructure	1,039,645,598	-	-	14,435,350	1,054,080,948
Machinery & equipment	23,919,625	349,949	(368,700)	194,891	24,095,765
Total Capital Assets being depreciated	2,005,117,465	349,949	(368,700)	15,516,602	2,020,615,312
Less accumulated depreciation for:					
Land Improvements	(22,425,189)	(796,991)	-	-	(23,222,180)
Buildings & improvements	(121,152,765)	(18,222,252)	-	-	(139,375,017)
Infrastructure	(482,513,350)	(21,987,190)	-	-	(504,500,540)
Machinery & equipment	(16,016,536)	(1,168,126)	368,700	9,392	(16,806,570)
Total accumulated depreciation	(642,107,840)	(42,174,559)	368,700	9,392	(683,904,307)
Net Depreciable Assets	1,363,009,625	(41,824,610)	-	15,525,994	1,336,711,005
Enterprise Activity Net Capital Assets	\$ 1,455,534,898	\$ (12,826,904)	\$ -	\$ (1,653)	\$ 1,442,706,337

**CITY OF SANTA CLARA**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the year ended June 30, 2019**

**NOTE 9 - CAPITAL ASSETS (continued)**

**B. Construction in Progress Summary**

Construction in Progress for governmental activities as of June 30, 2019 consisted of the following projects:

<u>Governmental Projects</u>	<u>Authorized</u>	<u>Expended</u>	<u>Future Commitments</u>
Transportation Improvements	\$ 19,535,050	\$ 6,443,850	\$ 13,091,200
Parks and Recreation Improvements	40,344,179	18,847,473	21,496,706
City Building Improvements	18,340,591	12,827,503	5,513,088
Total	<u>\$ 78,219,820</u>	<u>\$ 38,118,826</u>	<u>\$ 40,100,994</u>

Construction in Progress for business-type activities as of June 30, 2019 consisted of the following:

<u>Enterprise Fund Projects</u>	<u>Authorized</u>	<u>Expended</u>	<u>Future Commitments</u>
Electric Projects	\$ 160,788,511	\$ 85,508,434	\$ 75,280,077
Water and Sewer Projects	1,233,957	1,233,957	-
Stadium Authority Projects	4,977,459	401,730	4,575,729
Total	<u>\$ 166,999,927</u>	<u>\$ 87,144,121</u>	<u>\$ 79,855,806</u>

Details of these projects are available from the City on request.

**CITY OF SANTA CLARA**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the year ended June 30, 2019**

**NOTE 9 - CAPITAL ASSETS (continued)**

**C. Depreciation Allocation**

Depreciation expense is charged to functions and programs based on their usage of the related assets. The amounts allocated to each function or program are as follows:

Governmental Activities:	
General Administration	\$ 1,329,057
City Clerk	1,151
Finance	1,216
Public Works	14,254,940
Parks and Recreation	1,561,191
Public Safety	
Police	850,939
Fire	563,852
Planning and Inspection	40,295
Library	1,419,557
	<hr/> 20,022,198
Capital assets held by the City's Internal Service	
Funds are charged to the various functions	
based on their usage of the assets	<hr/> 2,879,523
Total Governmental Activities	<hr/> <hr/> \$ 22,901,721
Business-Type Activities:	
Utility Funds:	
Electric Utility	\$ 20,365,184
Water Utility	1,578,233
Sewer Utility	1,149,218
Water Recycling Utility	25,141
Solid Waste	6,357
Cemetery	12,641
Santa Clara Golf and Tennis Club	797,259
Santa Clara Convention Center	1,536,992
Santa Clara Stadium Authority	16,703,534
Total Business-Type Activities	<hr/> <hr/> \$ 42,174,559



**CITY OF SANTA CLARA**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the year ended June 30, 2019**

**NOTE 10 – LONG-TERM DEBT AND DERIVATIVE INSTRUMENTS**

**A. Summary of Long-Term Obligations**

<b>Type of Indebtedness</b>	<b>Issue Date</b>	<b>Final Maturity</b>	<b>Interest rate</b>
<b>Governmental Activity Debt:</b>			
General Long-Term Debt:			
General obligation bonds			
2010 City of Santa Clara Lease Agreement	7/13/2010	7/1/2022	3.65%
2013 Refunding Certificates of Participation	3/28/2012	2/1/2032	2%-3.75%
Unamortized Premium/Discount			
<b>Subtotal Government Activity Debt</b>			
<b>Business-Type Activity Debt:</b>			
Electric Utility:			
2008 Series B Revenue Bonds	5/29/2008	7/1/2027	Adjustable
2011 Series A Revenue Bonds	3/22/2011	7/1/2032	5%-6%
2013 Series A Revenue Bonds	4/24/2013	7/1/2028	3%-5%
2018 Series A Revenue Bonds	12/18/2018	7/1/2027	5.00%
Unamortized Premium/Discount			
Santa Clara Stadium Authority <sup>(2)</sup> :			
Term A loan	6/19/2013	4/1/2039	5%
<b>Subtotal Business Activity Debt-Bonds and Loan</b>			
Direct borrowing:			
Electric Utility:			
2014 Bank of America Loan Agreement	6/16/2014	7/1/2024	2.67%
Sewer Utility:			
2016 Trimble Road Loan	3/8/2016	2/1/2031	2.14%
Santa Clara Stadium Authority <sup>(2)</sup> :			
StadCo CFD Advance <sup>(1)</sup>	4/1/2013	12/31/2054	5.73%
StadCo Subordinated Loan	3/28/2012	3/31/2043	5.50%
<b>Subtotal Business Activity Debt from Direct Borrowing</b>			
<b>Subtotal Enterprise Activity Debt</b>			
<b>Total Long-Term Debt Obligations</b>			

(1) Payments are made as the Mello-Roos tax is collected and transmitted to the Community Facilities District (CFD) by the hotels in the District.

(2) Stadium Authority's long-term obligations are based on a March 31 fiscal year end. (see Note 1D)

**CITY OF SANTA CLARA**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
For the year ended June 30, 2019

**NOTE 10 - LONG TERM DEBT AND DERIVATIVE INSTRUMENTS (continued)**

Authorized and Issued	Outstanding as of June 30, 2018	Additions, Transfers, and Amort. of Discounts	Debt Retired / Defeased	Outstanding as of June 30, 2019	Current Portion
\$ 10,207,000	\$ 4,045,000	\$ -	\$ 956,000	3,089,000	\$ 994,000
18,540,000	14,600,000	-	830,000	13,770,000	865,000
	746,581	-	54,297	692,284	-
28,747,000	19,391,581	-	1,840,297	17,551,284	1,859,000
86,600,000	59,265,000	-	59,265,000	-	-
54,830,000	54,830,000	-	-	54,830,000	-
64,380,000	51,335,000	-	3,720,000	47,615,000	3,910,000
48,800,000	-	48,800,000	-	48,800,000	4,205,000
	5,607,418	6,419,569	961,282	11,065,705	-
282,794,108	282,794,108	-	12,527,696	270,266,412	12,718,000
537,404,108	453,831,526	55,219,569	76,473,978	432,577,117	20,833,000
31,569,031	26,490,000	-	3,492,000	22,998,000	3,585,000
12,000,000	10,589,447	-	714,638	9,874,809	730,013
38,000,000	32,834,885	-	1,908,907	30,925,978	
233,138,533	67,032,627	-	28,007,794	39,024,833	4,182,550
314,707,564	136,946,959	-	34,123,339	102,823,620	8,497,563
852,111,672	590,778,485	55,219,569	110,597,317	535,400,737	29,330,563
\$ 880,858,672	\$ 610,170,066	\$ 55,219,569	\$ 112,437,614	\$ 552,952,021	\$ 31,189,563

**CITY OF SANTA CLARA**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the year ended June 30, 2019**

**NOTE 10 - LONG TERM DEBT AND DERIVATIVE INSTRUMENTS (continued)**

**B. City's Long-term Obligations**

2010 City of Santa Clara Lease Agreement

On July 13, 2010, the City entered into a new agreement with the PFFC in order to provide funds for the refunding of the City's 1997 Certificates of Participation for the Police Administration building. The PFFC entered into a separate agreement with the assignee, Bank of America, N.A. Debt Service on the new Lease Agreement is secured by lease payments made by the City to the assignee for use of the Police Administration site. On March 22, 2012, Bank of America sold and transferred the agreement to Capital One Public Financing, LLC with no change to the terms, covenants, or conditions of the contract or the payment schedule.

In the event of default there is no remedy of acceleration of the total lease payments. The City will be liable only for the lease payments on an annual basis.

2013 Central Park Library Refunding Certificates of Participation (2013 COPs)

On March 28, 2013, the PFFC issued \$18.54 million to provide funds to refund outstanding 2002A COPs. The 2013 COPs mature annually beginning February 1, 2014 through February 1, 2032 and bear coupon rates ranging from 2% to 3.75%. Debt Service is secured by lease payments to be made by the City to the PFFC for use of the library. The PFFC assigns the lease payments to the certificate owners.

In the event of default there is no remedy of acceleration of the total lease payments nor the maturities of the Certificates. The City will be liable only for the lease payments on an annual basis, and in the event of default, the trustee would be required to seek a separate judgement each year for that year's defaulted lease payments.

Compliance

Various debt agreements governing the City's bonds contain a number of covenants, including continuing disclosure requirements. The City is in compliance with these specific covenants and all other material covenants governing the particular bond issues. No event of default, as defined in the bond indentures, has occurred or is occurring.

Various debt agreements governing the Enterprise Funds' revenue bonds contain a number of covenants, including those that require the City to maintain and preserve the respective enterprise in good repair and working order, to maintain certain levels of insurance and to fix and collect rates, fees and charges so as to maintain certain debt coverage ratios. The City is in compliance with these specific covenants and all other material covenants governing the particular revenue bond issues. No event of default as defined in the bond indentures has occurred or is occurring.

**CITY OF SANTA CLARA**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the year ended June 30, 2019**

**NOTE 10 - LONG TERM DEBT AND DERIVATIVE INSTRUMENTS (continued)**

**C. Enterprise Funds**

**Electric Utility**

Electric Revenue Refunding Bonds, Series 2008 B

On May 29, 2008, Silicon Valley Power issued \$86.6 million of Variable Rate Demand Subordinated Electric Revenue Bonds, Series 2008B (Electric 2008B Bonds) to refinance \$80.53 million of Electric 1998A Bonds on July 1, 2008. The Electric 2008B Bonds mature annually beginning July 1, 2009 through July 1, 2027. The Electric 2008B Bonds are variable-rate, multi-modal bonds that were initially issued in the weekly mode. Payment of principal and interest on the Electric 2008B Bonds was originally made from proceeds of draws on a Letter of Credit originally provided by Dexia Credit Local. On May 11, 2011, the Letter of Credit provided by Dexia was replaced by a Letter of Credit provided by Bank of America, N.A. In connection therewith, the name of the bonds was changed from "Subordinated Electric Revenue Refunding Bonds" to "Electric Revenue Refunding Bonds". On November 1, 2012, the Letter of Credit provided by Bank of America, N.A. was replaced by a Letter of Credit provided by The Bank of Tokyo-Mitsubishi UFJ, Ltd with extended expiration date of January 29, 2019. The Electric 2008B Bonds were refunded on December 18, 2018 by the Electric 2018A Bonds described below. The 2008B bonds were redeemed in full and the interest rate swap agreement was terminated on the same date. The refunding resulted in overall saving of \$4,484,252. The net present value of the debt service saving is called an economic gain and after a reduction for prior funds on hand of \$3,595,858, amounted to \$522,034.

Electric Revenue Refunding Bonds, Series 2011A

On March 22, 2011, Silicon Valley Power issued \$54.83 million of Electric Revenue Refunding Bonds, Series 2011A (Electric 2011A Bonds) to refinance \$49.66 million outstanding principal amount of Electric 2008A Bonds. The Electric 2011A Bonds mature annually beginning on July 1, 2028 through July 1, 2032 and bear coupon rates ranging from 5.00% to 6.00%. Debt service on the Electric 2011A Bonds is secured by a pledge of net revenues of the Electric Utility Enterprise Fund.

In the event of default, the City will transfer to the trustee all adjusted net revenues held by it and received thereafter and the trustee will disburse all adjusted net revenues and any other funds then held or thereafter received by the trustee under the provisions of indenture. In the case of default, the trustee will be entitled to declare the bond obligation of all bonds then outstanding to be due and payable immediately.

Electric Revenue Refunding Bonds, Series 2013A

On April 24, 2013, Silicon Valley Power issued \$64.38 million of Electric Revenue Refunding Bonds, Series 2013A (Electric 2013A Bonds), to provide funds, together with other available moneys, to refinance outstanding Electric 2003A Bonds. The Electric 2013A Bonds mature annually beginning on July 1, 2014 through July 1, 2028 and bear coupon rates ranging from 3.00% to 5.00%. Debt service on the Electric 2013A Bonds is secured by a pledge of net revenues of the Electric Utility Enterprise Fund.

In the event of default, the City will transfer to the trustee all adjusted net revenues held by it and received thereafter and the Trustee will disburse all adjusted net revenues and any other funds then held or thereafter received by the trustee under the provisions of indenture. In the case of default, the trustee will be entitled to declare the bond obligation of all bonds then outstanding to be due and payable immediately.

**CITY OF SANTA CLARA**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the year ended June 30, 2019**

**NOTE 10 - LONG TERM DEBT AND DERIVATIVE INSTRUMENTS (continued)**

Bank of America Loan Agreement, Series 2014

On June 16, 2014, Silicon Valley Power (SVP) entered into a Tax-Exempt Multiple Draw Term Loan with the Bank of America Preferred Funding Corporation (the “Electric 2014 Loan Agreement”) to fund the phase-shifting transformer project and the acquisition of property for future utility use. The loan is a tax-exempt multiple draw term loan that allows SVP to draw funds as needed. The first draw occurred on June 16, 2014 for approximately \$24.4 million, which includes \$15.8 million for the Phase Shifting Transformer engineering, equipment purchase, and initial construction activities and \$8.5 million for the land purchase. The second draw occurred on April 15, 2015 for \$6.0 million to cover the construction and commissioning of the Phase Shifting Transformer. The loan terms allow the City to capitalize interest of \$1,134,031 for up to two years with the initial loan payment due July 1, 2016. The loan carries an interest rate of 2.67% and the final payment is due on July 1, 2024. Debt service on the Electric 2014 Loan Agreement is secured by a pledge of net revenues of the Electric Utility Enterprise Fund on a basis subordinate to the outstanding Electric Revenue Bonds.

In the event of default, the City will transfer to the trustee all adjusted net revenues held by it and received thereafter and the Trustee will disburse all adjusted net revenues and any other funds then held or thereafter received by the trustee under the provisions of indenture. In the case of default, the trustee will be entitled to declare the bond obligation of all bonds then outstanding to be due and payable immediately.

Electric Revenue Refunding Bonds, Series 2018A

On December 18, 2018, SVP issued \$48.8 million of Electric Revenue Refunding Bonds, Series 2018A (Electric 2018A Bonds) to refinance \$54.58 million outstanding principal amount of Variable Rate Demand Electric Revenue Refunding Bonds, Series 2008B and terminate a related swap agreement. The Electric 2018A Bonds bear 5% coupon rate, mature annually beginning on July 1, 2019 through July 1, 2027, and were sold at an All-In True Interest Cost of 2.32%. Debt service on the Electric 2018A Bonds is secured by a pledge of net revenues of SVP.

In the event of default, the City will transfer to the trustee all adjusted net revenues held by it and received thereafter and the Trustee will disburse all adjusted net revenues and any other funds then held or thereafter received by the trustee under the provisions of indenture. In the case of default, the trustee will be entitled to declare the bond obligation of all bonds then outstanding to be due and payable immediately.

Pledges of Future Electric Revenues

The pledge of future Electric Fund revenues ends upon repayment of the \$174.2 million in outstanding principal on the bonds and loan which is scheduled to occur in fiscal year 2032-33. For fiscal year 2018-19, Electric Fund revenues including operating revenues and non-operating interest earnings amounted to \$415.0 million and operating costs including operating expenses, but not interest, depreciation or amortizations amounted to \$331.1 million. Net revenues available for debt service amounted to \$83.9 million which represented a coverage ratio of 3.48 on the \$24.1 million of debt service.

**CITY OF SANTA CLARA**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the year ended June 30, 2019**

**NOTE 10 - LONG TERM DEBT AND DERIVATIVE INSTRUMENTS (continued)**

**Sewer Utility**

Installment Sale Agreement, Series 2016

On March 8, 2016, the City entered into an Installment Sale Agreement with the PFFC in order to provide funds for the Trimble Road Trunk Sanitary Sewer Improvement Project (the “Project”). The PFFC entered into a separate Assignment Agreement with the DNT Asset Trust, a wholly owned subsidiary of JP Morgan Chase National Association (the “Agreement”), to assign its rights under the Installment Sale Agreement to DNT Asset Trust. The Agreement, in the amount of \$12,000,000, carries an interest rate of 2.14% and the final payment is due February 1, 2031. Installment payments on the Agreement are secured by a pledge of net revenues of the Wastewater System. Net revenue of \$19.9 million was available for debt service payments of \$0.8 million.

In the event of default there is no remedy of acceleration of the total installment payments. The City will be liable only for the installment payments as they become due during the terms of the agreement. There are no significant finance-related consequences for termination.

**Santa Clara Stadium Authority**

Stadium Funding Trust Loan

The Restated Credit Agreement by and among FinanceCo, the Stadium Authority and Goldman Sachs Bank was entered into on June 19, 2013. FinanceCo agreed to loan the Stadium Authority up to \$450 million. Under the Restated Credit Agreement, the loan from FinanceCo consists of the Term A Loan and the Term B Loan. On March 31, 2016, the Stadium Authority paid the remaining amount due on the Term B Loan.

**Term A Loan**

The Term A Loan was made in the amount of \$282.79 million. This loan bears interest at a fixed rate of 5.00%, payable semi-annually, with annual principal payments due beginning in April 2018. The Term A Loan has a maturity date of April 1, 2039 and is subject to certain prepayment premiums. The loan was fully drawn at closing. As of March 31, 2019, \$270.27 million was outstanding.

StadCo CFD Advance

In May of 2010, the City of Santa Clara completed the proceedings to establish a Community Facilities District (CFD) for the purpose of financing certain publicly owned facilities and public services associated with Levi’s Stadium.

On June 11, 2013, the CFD, the Stadium Authority, and StadCo entered into a Reimbursement Agreement under which the CFD would agree to reimburse the Stadium Authority for costs of certain publicly owned facilities and public services constructed for Levi’s Stadium. The reimbursement can only be made from a special tax generated by the CFD, as and when received by the CFD.

StadCo has agreed to advance to the Stadium Authority funds to pay for the CFD Infrastructure (StadCo CFD Advance). To evidence the Stadium Authority’s obligation to repay the StadCo CFD Advance, the

**CITY OF SANTA CLARA**  
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**For the year ended June 30, 2019**

**NOTE 10 - LONG TERM DEBT AND DERIVATIVE INSTRUMENTS (continued)**

Stadium Authority and StadCo also executed a note on June 11, 2013. The StadCo CFD Advance has a maximum principal of \$38 million and an interest rate of 5.73%.

During the year ended March 31, 2019, as the special CFD tax was submitted to the Stadium Authority, a number of payments were made on the StadCo CFD Advance. These payments were made mid-way through each quarter. The interest that accrued between the last StadCo CFD Advance payment and the end of the year is added to principal. These payments totaled \$3.7 million, which included \$1.82 million in interest and \$1.91 million in principal. As of March 31, 2019, \$30.93 million was outstanding which includes \$0.23 million of interest added to principal as of March 31, 2018.

StadCo Subordinated Loan

The Restated StadCo Obligations Agreement dated as of June 19, 2013 was entered into by and between StadCo and the Stadium Authority as part of the take-out financing process. Under the Restated StadCo Obligations Agreement, StadCo will loan the Stadium Authority an amount not to exceed \$500 million with a fixed 5.50% interest rate. Required principal repayments started in March 2016 and the Stadium Authority may prepay the loan at any time.

Payments totaling \$31.48 million were made on the loan. This included the required principal payment of \$3.97 million, a \$24.04 million principal prepayment, and \$3.47 million in interest. As of March 31, 2019, \$39.02 million was outstanding.

**D. Derivative Instruments**

Under hedge accounting, the increase (decrease) in the fair value of a hedge is reported as a deferred cash flow hedge on the statement of net position. For the reporting period, all of SVP's derivatives meet the hedge effectiveness tests defined by GAAP.

Interest Rate Swap Agreements – Electric 2008 Series B Bonds

On December 18, 2018, in connection with the issuance of Electric Revenue Refunding Bonds, Series 2018A and the related refunding of outstanding Variable Rate Demand Electric Revenue Refunding Bonds, Series 2008B Bonds, SVP terminated its variable-to-fixed interest rate swap agreement with JPMorgan Chase and paid a termination payment to JPMorgan Chase in the amount of \$3,738,000, as well as a payment of \$74,514 to terminate an associated letter of credit.

As of June 30, 2019, SVP does not have any outstanding swap agreements.

Notional Amounts and Fair Values- SVP Future Derivative Instruments

SVP maintains a Market Risk Management Policy, which among other things, sets forth the guidelines for the purchase and sale of certain financial instruments defined as hedge instruments in support of market power purchase and sales transactions. The primary goal of these guidelines is to provide a framework for the operation of an energy price hedging program to better manage SVP's risk exposure in order to stabilize pricing and costs for the benefit of SVP and its customers.



**CITY OF SANTA CLARA**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the year ended June 30, 2019**

**NOTE 10 - LONG TERM DEBT AND DERIVATIVE INSTRUMENTS (continued)**

Consistent with hedge accounting treatment meeting effectiveness tests, changes in fair value are reported as deferred flows of resources on the statement of net position until the contract expiration that occurs in conjunction with the hedged expected energy purchase/sales transaction. When hedging contracts expire, at the time the purchase/sales transactions occur, the deferred balance is recorded as a component of Purchased Power. For energy derivatives, fair values are estimated by comparing contract prices to forward market prices quoted by third party market participants.

SVP had no future derivative instruments outstanding at June 30, 2019.

Credit risk

Credit risk is the risk of loss due to a counterparty defaulting on its obligations. SVP is exposed to credit risk if hedging instruments are in asset positions. As of June 30, 2019, SVP was not exposed to credit risk because there were no open derivative contracts, nor swap agreement.

SVP's policy for requiring collateral on hedging instruments varies based on individual contracts and counterparty credit ratings. Under the brokerage agreements with Archer Daniels Midland Company, the accounts are prefunded by SVP. If the account value falls below zero, margin calls are invoked. At June 30, 2019, SVP had posted collateral of \$1,405,371 deposited with CAISO and Archer Daniels Midland Company for wholesale trading.

It is also SVP's policy to negotiate netting arrangements whenever it has entered into more than one derivative instrument transaction with counterparty. Under the terms of these arrangements, should one party become insolvent or otherwise default on its obligations, the non-defaulting party may accelerate and terminate all outstanding transactions and net their fair values so that a single amount will be owed by (or to) the non-defaulting party.

Termination Risk

SVP's futures contracts are traded over the counter and have no termination risk.

Price Risk

With respect to price risk under these future contracts, on purchase contracts (long positions), SVP receives the CAISO NP15 average daily rate at settlement and pays the fixed contracted rate entered into on the trade date; on sales contracts (short positions), SVP pays the CAISO NP15 average daily rate at settlement and receives the fixed contracted rate entered into on the trade date. SVP is exposed to risk because the contract prices are different from the settlement prices.

**E. Repayment Requirements**

As of June 30, 2019, the debt service requirements to maturity for the City's long-term obligations, with determinable payment dates and the funds from which payment will be made are as follows:



**CITY OF SANTA CLARA**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the year ended June 30, 2019**

**NOTE 10 - LONG TERM DEBT AND DERIVATIVE INSTRUMENTS (continued)**

For the Year Ending June 30	Government Activities		Business-Type Activities (excluding Santa Clara Stadium Authority)			
	Lease and COPs		Bonds		Debt from direct borrowing	
	Principal	Interest	Principal	Interest	Principal	Interest
2020	\$ 1,859,000	\$ 641,553	\$ 8,115,000	\$ 7,316,756	\$ 4,315,013	\$ 773,623
2021	1,930,000	570,344	8,600,000	7,498,881	4,426,719	60,916
2022	2,005,000	496,438	9,105,000	6,456,257	4,540,763	545,281
2023	980,000	420,275	9,655,000	5,987,256	4,658,152	426,645
2024	1,030,000	371,275	10,220,000	5,490,381	4,777,893	304,932
2025-2029	5,785,000	1,231,725	55,805,000	19,809,951	8,328,470	503,377
2030-2034	3,270,000	222,188	49,745,001	5,601,972	1,825,798	49,100
	<u>\$ 16,859,000</u>	<u>\$ 3,953,798</u>	<u>\$ 151,245,001</u>	<u>\$ 58,161,454</u>	<u>\$ 32,872,808</u>	<u>\$ 2,663,874</u>

**Reconciliation of Long-term Obligations**

Principal Outstanding as Reported in Government Activities	\$ 16,859,000
Principal Outstanding as Reported in Business Type Activities	184,117,809
Total Principal Outstanding as Reported	<u>200,976,809</u>
Principal Outstanding - Stadium Authority <sup>(1)</sup>	340,217,223
Unamortized Discount/Premium	11,757,989
Total Long-term Obligations	<u>\$ 552,952,021</u>

(1) The principal outstanding for Stadium Authority is as of March 31, 2019. Please refer to Santa Clara Stadium Authority's separately issued Financial Statements Note 5 for details.

**F. Debt Limitations and Restrictions**

The amounts of the City's legal debt limit and debt margin (as defined by Section 1309 of the City Charter) as of June 30, 2019, is \$6.6 billion. There are a number of limitations and restrictions contained in the various bond indentures. The City is in compliance with all significant limitations, covenants and restrictions.

**G. Arbitrage**

According to the regulations set forth by the U. S. Treasury Department, for bond issues subject to arbitrage rebate, earnings in excess of the stated bond rate must be rebated to the federal government every five years. As of June 30, 2019, the City has ten outstanding bond issues that are subject to the arbitrage rebate regulations. The City monitors the earnings on each of these issues and records any accrued rebate liability at the end of each individual bond year.

**NOTE 11 - SOLID WASTE LANDFILL CLOSURE**

The City of Santa Clara All Purpose Landfill (Landfill) was closed in September 1993. Federal and state laws and regulations require closure activities such as removal of landfill structures, decommissioning of environmental control systems, site security, and final cover construction and postclosure care such as ongoing monitoring of environmental impact. The City's postclosure plan (Plan) accepted by the California

**CITY OF SANTA CLARA**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the year ended June 30, 2019**

**NOTE 11 – SOLID WASTE LANDFILL CLOSURE (continued)**

Integrated Waste Management Board, which is now the California Department of Resources Recycling and Recovery (CalRecycle), addresses all the attendant issues. Based on the Plan and pertaining laws and regulations, an estimated Landfill Postclosure Care Cost Obligation is recorded and updated annually. The postclosure care liability is accrued in the Solid Waste Enterprise Fund in accordance with GAAP. This obligation is payable from solid waste user fees.

The City also has a Pledge of Revenue Agreement establishing financial assurance for postclosure maintenance of the Landfill with CalRecycle, which was adopted on October 12, 1999. Financial assurance in the amount of \$600,000 will be maintained in a separate account. In addition, the agreement requires funds to be pledged annually for post-closure maintenance and corrective action costs.

The City has pledged \$885,000 for postclosure maintenance expenses and \$751,000 for corrective action in 2019-20. These amounts are subject to annual inflation factors, as stipulated by CalRecycle.

At June 30, 2019, a liability in the amount of \$4,882,488 was reported based on the estimated remaining postclosure care costs to meet the regulatory requirements. During fiscal year 2019, the City incurred post-closure expenses of \$715,901 and increased the liability by \$484,545 based on revised estimates of future costs. The estimated liability is based on the amount that would be paid if all equipment, facilities, and services required to monitor and maintain the landfill were acquired as of June 30, 2019. However, the actual cost of postclosure care and corrective action may be higher or lower due to inflation, changes in technology, or changes in landfill laws and regulations.

**NOTE 12 – PARTICIPATION IN JOINT VENTURES**

**A. Investments in Joint Venture**

The City participates in significant joint ventures: Northern California Power Agency (NCPA), the Transmission Agency of Northern California (TANC), San Jose-Santa Clara Water Pollution Control Plant and Clean Water Financing Authority (SJSC), M-S-R Energy Authority (MSR EA), M-S-R Public Power Agency (MSR PPA) and Silicon Valley Animal Control Authority (SVACA).

The separately issued financial statements of these joint ventures (as noted below) are available on request.

	Date of latest audited financial statement	Joint Venture's address
NCPA	6/30/2018	651 Commerce Dr. Roseville, CA 95678
TANC	6/30/2018	P.O. Box 15129 Sacramento, CA 95851
SJSC	6/30/2018	200 E. Santa Clara St. San Jose, CA 95113
MSR EA	12/31/2018	P.O. Box 4060 Modesto, CA 95352
MSR PPA	12/31/2018	P.O. Box 4060 Modesto, CA 95352
SVACA	6/30/2018	3370 Thomas Road Santa Clara, CA 95051

**CITY OF SANTA CLARA**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the year ended June 30, 2019**

**NOTE 12 – PARTICIPATION IN JOINT VENTURES (continued)**

The City's basic financial statements reflect the following investments in joint ventures as of June 30, 2018 (latest information available):

	<u>Participating percentage</u>	<u>Investment</u>	<u>Method of accounting</u>
NCPA			
Geothermal	44.39%		
Hydroelectric	37.02%		
Combustion Turbine	41.67%	\$35,021,527	Equity
Lodi Energy Center	25.75%		
TANC	8.61%	2,310,785	Equity
SJSC <sup>(1)</sup>	19.33%	143,922,301	Equity
MSR EA	33.40%	-	Suspended
MSR PPA	35.00%	-	Suspended
SVACA	57.48%	4,896,192	Equity
Total		<u>\$186,150,805</u>	

(1) The investment in San Jose/Santa Clara Regional Wastewater Facility includes the current year contribution.

**B. Contingent Liability**

Under the terms of the various joint venture agreements, the City is contingently liable for a portion of the long-term debt of the entities under take-or-pay agreements, letters of credit, guarantees or other similar agreements. Based on the most recent audited financial statements of the individual joint ventures as of June 30, 2018, the City was contingently liable for long-term debt as follows (in thousands):

	<u>Total Debt</u>	<u>Participating Share</u>	<u>Contingent Liability</u>
NCPA	\$ 736,932	32.62%	\$ 240,364
TANC	200,290	9.69%	19,405
SJSC	36,107	19.33%	6,978
MSR PPA	98,850	35.00%	34,598
Total	<u>\$ 1,072,179</u>		<u>\$ 301,345</u>

In addition, the City would, under certain conditions, be liable to pay a portion of the costs associated with the operations of the entities. Under certain circumstances, such as default or bankruptcy of the other participants, the City may also be liable to pay a portion of the debt of these joint ventures on behalf of those participants and seek reimbursement from those participants.

**CITY OF SANTA CLARA**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the year ended June 30, 2019**

**NOTE 12 – PARTICIPATION IN JOINT VENTURES (continued)**

Take-or-Pay commitments expire upon final maturity of outstanding debt for each project. Final fiscal year debt expirations as of June 30, 2018 are as follows:

Project	Debt Expiration	Entitlement Share %	Debt Service Share %
NCPA - Geothermal Project (NGP)	July-2024	44.3905%	44.3905%
NCPA - Hydroelectric Project (NHP)	July-2032	37.0200%	37.0200%
NCPA - Lodi Energy Center (NLEC) <sup>(1)</sup>	June-2040	25.7500%	30.6292%
TANC - CA-OR Transmission Project (COTP)	May-2039	9.5700%	9.6900%
MSR PPA - San Juan Plant	July-2022	35.0000%	35.0000%

(1) The SVP's debt service share in NLEC on issue one is 46.1588%, on issue two is 0%.

A summary of the City's "Take-or-Pay" contracts and related projects and its contingent liability for the debt service including principal and interest payments at June 30, 2018 is as follows (latest information available):

Fiscal Year	NGP	NHP	NLEC	COTP	MSR PPA	Total
2019	\$ 2,191,001	\$ 13,860,409	\$ 7,658,253	\$ 838,994	\$ 9,711,800	\$ 34,260,457
2020	2,191,513	13,510,819	7,568,560	576,705	9,711,800	33,559,397
2021	2,195,431	13,524,404	7,568,602	603,700	9,712,500	33,604,637
2022	2,197,534	13,469,653	7,566,771	633,717	9,711,100	33,578,775
2023	2,198,863	13,482,473	7,567,678	664,572		23,913,586
2024-2028	3,087,584	53,115,121	38,156,954	3,783,640	-	98,143,299
2029-2033	-	40,921,388	38,619,608	4,824,619	-	84,365,615
2034-2038	-	-	38,618,066	6,083,615	-	44,701,681
2039-2041	-	-	22,527,489	1,395,560	-	23,923,049
Total	<u>\$ 14,061,926</u>	<u>\$ 161,884,267</u>	<u>\$ 175,851,981</u>	<u>\$ 19,405,122</u>	<u>\$ 38,847,200</u>	<u>\$ 410,050,496</u>

**C. Northern California Power Agency (NCPA)**

NCPA was formed in 1968 as a joint powers agency in the State of California. Its membership consists of fourteen public agencies. NCPA is generally empowered to purchase, generate, transmit, distribute and sell electrical energy. Members participate in the projects of NCPA on an elective basis. Therefore, the participation percentage varies for each project in which it participates.

A Commission comprised of one representative for each member governs NCPA. The Commission is responsible for the general management of the affairs, property, and business of NCPA. Under the direction of the General Manager, the staff of NCPA is responsible for providing various administrative, operating and planning services for NCPA and its associated power corporations.

**Project Financing and Construction**

NCPA's project construction and development programs have been individually financed by project revenue bonds collateralized by NCPA's assignment of all payments, revenues and proceeds associated with its interest in each project. Each project participant has agreed to pay its proportionate share of debt service and other costs of the related project, notwithstanding the suspension, interruption, interference, reduction or

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**NOTES TO BASIC FINANCIAL STATEMENTS**  
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**NOTE 12 – PARTICIPATION IN JOINT VENTURES (continued)**

curtailment of output from the project for any reason. Certain of the revenue bonds are additionally supported by municipal bond insurance credit enhancements.

Hydroelectric Project

NCPA is contracted to finance, manage, construct, and operate Hydroelectric Project Number One for the licensed owner, Calaveras County Water District (CCWD). In exchange, NCPA has the right to the electric output of the project for 50 years from February 1982. NCPA also has an option to purchase power from the project in excess of the CCWD's requirements for the subsequent 50 years, subject to regulatory approval.

Geothermal Project

The NCPA Geothermal Plants have historically experienced greater than anticipated declines in steam production from the existing geothermal wells. Although initially operated as baseload generation projects at full capability (238MW), NCPA changed its steam field production from baseload to load-following and reduced average annual steam production. Along with other steam field operators in the area, the Agency began implementing various operating strategies to further reduce the rate of decline in steam production. The Agency has modified both steam turbine units and the associated steam collection system to enable generation with lower pressure steam at higher mass-flow rates to optimize the utilization of the available steam resource.

Based upon current operation protocols and forecasted operations, NCPA expects average annual generation and peak capacity to decrease further, reaching approximately 66 MW by the year 2039.

Combustion Turbine Project No. 1

NCPA owns five dual (natural gas and fuel oil) combustion turbine units, each of which is nominally rated at 25 MW, which are collectively known as the Combustion Turbine Project No. 1. These units were completed in 1986 and are designed to provide peak power and reserve requirements and emergency support. Each purchaser is responsible under its power sales contract for paying an entitlement share in Combustion Turbine Project No. 1 of all NCPA's costs of such project.

Lodi Energy Center

On May 24, 2010, Santa Clara entered into an agreement with NCPA for a 25.75% interest in the Lodi Energy Center, a 280 MW combined cycle natural gas fired power plant, located in Lodi, California. The project received approval from the California Energy Commission in April 2010 and was placed into operation in November 2012.

**D. Transmission Agency of Northern California (TANC)**

TANC was organized under the California Government Code pursuant to a joint powers agreement entered into by 15 Northern California utilities. The purpose of TANC is to provide electric transmission or other facilities for the use of its members through its authority to plan, acquire, construct, finance, operate and maintain facilities for electric power transmission. The joint powers agreement provides that the costs of TANC's activities can be financed or recovered through assessment of its members or from user charges through transmission contracts with its members. Each TANC member has agreed to pay a pro-rata share of

**CITY OF SANTA CLARA**  
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**NOTE 12 – PARTICIPATION IN JOINT VENTURES (continued)**

the costs to operate TANC and for payment of debt service, and has the right to participate in future project agreements.

The joint powers agreement remains in effect until all debt obligations and interest thereon have been paid, unless otherwise extended by the members.

California-Oregon Transmission Project

TANC is a participant and also the Project Manager of the California-Oregon Transmission Project (Project), a 340-mile long, 500-kilovolt alternating current transmission project between Southern Oregon and Central California. As Project Manager, TANC is responsible for the overall direction and coordination of all Project operations and maintenance, additions and betterments, and for general and administrative support.

The Project was declared commercially operable on March 24, 1993, with a rated transfer capability of 1,600 megawatts and provides a third transmission path between the electric systems of the Pacific Northwest and those in California. The Project has successfully met and completed the major environmental requirements. As of June 30, 2018, the most recent data available, TANC's investment in the Project was \$537.6 million, less accumulated depreciation and amortization of \$271.9 million.

In connection with its participation in the Project, TANC has an entitlement balance of the Project's transfer capability of approximately 1,362 megawatts and is obligated to pay an average of approximately 80% of the operating costs associated with the Project. TANC incurred and initially capitalized all costs for project construction since they were expected to be recovered through reimbursement from Project participants and from the successful operations of the Project's transmission lines. The Project agreement among the participating members provides that each member agrees to make payments, from its revenues, to TANC for project costs incurred and for payment of debt service.

Santa Clara has historically been obligated to pay 20.47% of TANC's COTP operating and maintenance expenses and 20.70% of TANC's COTP debt service and 22.16% of the Vernon acquisition debt. Santa Clara has also been entitled to 20.4745% of TANC's share of COTP transfer capability (approximately 278 MW net of third party layoffs of TANC) on an unconditional take-or-pay basis. Starting on July 1, 2014 Santa Clara laid-off 147 MWs of this entitlement to other TANC members under a 25 year agreement. During the term of this agreement the parties taking on the entitlement will pay all associated debt service, operations and maintenance costs, and all administrative and general costs. Santa Clara's portion of the operating and maintenance expenses and the COTP debt service is 10.008 %.

**E. San Jose/Santa Clara Regional Wastewater Facility and Clean Water Financing Authority (SJSC)**

The City and the City of San Jose jointly own the San Jose/Santa Clara Regional Wastewater Facility, (RWF). The RWF provides wastewater treatment services to Santa Clara, San Jose, and seven other tributary agencies. The City of San Jose is the administering agency for the RWF. The San Jose/Santa Clara Clean Water Financing Authority (Authority) was created in 1981 to provide financing for capital improvements at the RWF.

In 1959, the City and the City of San Jose entered into an agreement to construct and operate the RWF, (formerly referred to as the San Jose/Santa Clara Water Pollution Control Plant). Under the terms of the



**CITY OF SANTA CLARA**  
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**NOTE 12 – PARTICIPATION IN JOINT VENTURES (continued)**

agreement, the cities own an undivided interest in the RWF and share in the capital and operating costs on a pro rata basis, determined by the ratio of each city's assessed valuation to the sum of both cities assessed valuations. Such percentages are determined annually and applied to the capital and operating costs of the RWF, determined on an accrual basis. For the fiscal year ended June 30, 2019, the City's portion of the plant capacity was approximately 19.58%, which is also its interest in the net position of the RWF.

Zero Waste Energy Development Company Ground Lease

On June 21, 2011, the San Jose City Council approved a ground lease with Zero Waste Energy Development Company (ZWED) to lease a portion of the former Nine Par landfill, which is a part of the San Jose/Santa Clara Regional Wastewater Facility lands. ZWED would lease the property in three phases. Under the terms of the proposed lease, ZWED will lease 40.7 acres from the City of San Jose for an initial term of seven years from the date of execution for all three leaseholds. The base rent for the initial phase (Phase 1) of the property would be payable as a proportional credit against the expenditure of site development costs estimated at \$11.8 million or as a payment of \$850,000 per year. Rent for the subsequent phases will be based on the amount of organic waste processed at the facility. Over the 30-year life of the lease, the estimate payment is a minimum of \$16.5 million. The incoming revenue will be distributed between the City of Santa Clara, City of San Jose, and the tributary agencies to the RWF based on the master agreements with each agency.

South Bay Water Recycling Program

The South Bay Water Recycling Program (SBWR), a regional water reclamation program, is part of an action plan adopted by the Regional Water Quality Control Board (RWQCB) which limits the RWF on the amount of effluent discharged into San Francisco Bay in order to prevent conversion of salt marsh and destruction of endangered species habitat. Flow limits are not included in the current five year permit from the RWQCB. SBWR has a master plan to guide the continued operation and potential expansion of the SBWR in the absence of the previous regulatory drivers. The master plan was completed in December of 2014 and accepted by the City of San Jose and the Santa Clara Valley Water District during fiscal year 2014-15.

Under the previously approved action plan, SBWR was required to reclaim 21.1 million gallons per day (MGD) of plant effluent for nonpotable use by November 1, 1997, (Phase 1) and an additional 24.30 MGD by December 31, 2000 (Phase 2). The action plan also requires assessment of alternatives for potable reuse, including a potable pilot plant to be coordinated with the Santa Clara Valley Water District. In addition to habitat preservation, the project reduces the mass trace contaminants discharged to the San Francisco Bay and provides a reliable source of water to offset potable water demands. The current master plan recognizes that primary drivers for the continued operation and expansion of the recycled water system are based in the need for water supply, rather than wastewater discharge reduction.

When first built, the SBWR distribution system included approximately 67 miles of pipe, a four million gallon reservoir, a transmission pump station, and two booster pump stations. These facilities were constructed between 1996 and 1998 at a capital cost of approximately \$140 million funded by the tributary agencies, grants and bond proceeds. Santa Clara's share of Phase 1 costs was approximately \$20.07 million. Within Santa Clara, seven miles of distribution mains were added to the system in 2010 and 2011 and the entire SBWR distribution system now consists of over 140 miles of pipeline.

**CITY OF SANTA CLARA**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
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**NOTE 12 – PARTICIPATION IN JOINT VENTURES (continued)**

Proceeds from the City of San Jose 1995 Series A and B Bonds and other funds were used to pay for the City of San Jose's share of Phase 1. The City contributed existing capital reserves, existing recycled water distribution system, and additional construction of system extensions. Other sources for funding of Phase 1 include U.S. Bureau of Reclamation grants, State of California Revolving Fund loans, \$6.45 million transferred in fiscal year 1995 from the Clean Water Financing Authority to the City of San Jose Wastewater Treatment Plant Capital Fund, and cash contributions from other participating agencies. The 2010 and 2011 extensions of the distribution system were funded in part by a combination of grants from the American Recovery and Reinvestment Act of 2009 (ARRA) and the United State Bureau of Reclamation totaling \$10.4 million.

In June 1997, the RWQCB approved the Proposed Revision to the South Bay Action Plan (the Plan), which describes the projects necessary to reduce average dry weather effluent flow from the RWF to below 120 MGD and protect salt marsh habitat for endangered species in the South Bay as required by RWQCB Order 94-117. These projects include expanding the Phase 1 nonpotable water distribution system by extending additional piping, placing greater emphasis on water conservation programs, reducing infiltration inflow, augmenting stream flow, and creating wetlands. The estimated costs of \$127.5 million has been funded through a combination of State Revolving Fund loans, Equipment Replacement Reserves, Sewage Treatment Plant Connection Fees, federal grants, in-kind services and cash contributions.

**F. M-S-R Public Power Agency (MSR PPA)**

MSR PPA is a joint power agency formed in 1980 by the Modesto Irrigation District, the City and the City of Redding, California, to develop or acquire and manage electric power resources for the benefit of the members. The personnel of its members and contract professional staff perform the administrative and management functions of MSR PPA. The member's income and expense sharing ratio is as follows: Modesto Irrigation District – 50%; City of Santa Clara – 35%; and City of Redding – 15%.

The City's equity in MSR PPA's net losses exceeds its investment and, therefore, the equity method of accounting for the investment has been suspended. As of December 31, 2018, the date of the latest available audited financial statements, the City's unrecognized share of member's deficit of MSR PPA was \$18.4 million. Under the joint exercise of power agreement, which formed MSR PPA, the City is responsible for funding up to 35 percent of MSR PPA's operating cost, to the extent such funding is necessary. During the year ended June 30, 2018, the City made no contributions to fund its share of operating deficits. If there were such contributions, they would be included in the Electric Utility Enterprise Fund expenses.

MSR PPA's principal activity is a 28.8% ownership interest in a 507-megawatt unit of a coal-fired electricity generating plant located in New Mexico (San Juan Plant). The San Juan plant was jointly owned by the Public Service Company of New Mexico (PNM) (38.5%), MSR PPA (28.8%) and other municipal power entities (32.7%). MSR PPA was also a participant in the Southwest Transmission Project, a 500-kilovolt alternating current transmission project between Central Arizona and Southern California, which provides firm transmission from the San Juan plant into California. MSR PPA has transmission contracts to complete the path to bring power to the Members' distribution systems. The Members share in the income and expense of the San Juan Plant and the Southwest Transmission Project in the ratio of the MSR PPA ownership percentages. On May 25, 2016, MSR PPA sold its interest in the Southwest Transmission Project. On December 31, 2017, MSR PPA divested its ownership interest in the San Juan plant.



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**NOTE 12 – PARTICIPATION IN JOINT VENTURES (continued)**

In 2006, MSR PPA entered into a Wholesale Purchase and Sale Agreement and a Shaping and Firming Agreement with Avangrid Renewables, Inc. to provide renewable wind energy to the Members from the Big Horn I Wind Energy Project (Big Horn I Project) with a nominal installed capacity of approximately 199.5 MW. The City receives the power purchased by MSR PPA from the Big Horn I Project. The City's share equates to approximately a 105 MW share of the output at a cost comparable to combined cycle gas-fuel generation. Power deliveries commenced on October 1, 2006 and will continue through September 30, 2026. Through an amendment of the original agreements MSR PPA has an obligation to continue to take the same output through September 30, 2031, or if the Big Horn Project is repowered MSR PPA will have a right of first offer to negotiate a long-term power purchase for such repowered project. The participation in this project is as follows: Modesto Irrigation District – 12.5%; City of Santa Clara – 52.5%; and City of Redding – 35%.

In 2009, MSR PPA entered into a Power Purchase Agreement and Redelivery Agreement with Avangrid Renewables Inc. to purchase additional wind power energy from the same site, called Big Horn II, with a nominal installed capacity of 50 MW for a twenty-year period. Deliveries of energy under this project began on November 1, 2010. The participation in this project is as follows: Modesto Irrigation District – 65%; City of Santa Clara – 35%.

**M-S-R PPA San Juan**

In 2015, the MSR PPA Commission approved a number of agreements (the "San Juan Restructuring Agreements") to provide for the interests of MSR PPA and certain other San Juan Participants (the "exiting participants") in the San Juan Generation Station to be transferred to the remaining San Juan Participants effective December 31, 2017. In addition to the ownership divestiture, the San Juan Restructuring Agreements provide for, among other things, the allocation of ongoing responsibility for decommissioning costs, mine reclamation costs and any environmental remediation obligations among the exiting participants and the remaining San Juan Participants, and the establishment and funding of mine reclamation and plant decommissioning trust funds. The San Juan Restructuring Agreements were subsequently executed by all nine San Juan Generation Station owners and PNM Resources Development Company (a non-utility affiliate of PNM) and, following receipt of regulatory approvals, became effective on January 31, 2016. Various other implementing agreements and amendments to existing San Juan project agreements to effect the restructuring have also been executed. Closing of the ownership restructuring of the San Juan Generation Station and the divestiture of MSR PPA's interests in San Juan Unit No. 4 was completed on schedule on December 31, 2017.

**G. M-S-R Energy Authority (MSR EA)**

MSR EA is a joint power agency formed in 2008 by the Modesto Irrigation District, the City of Santa Clara, and the City of Redding, California, to develop or acquire and manage natural gas resources for the benefit of the members. The personnel of its members and contract professional staff perform the administrative and management functions of MSR EA. The member's income and expense sharing ratio is as follows: Modesto Irrigation District – 33.3%; City of Santa Clara – 33.4%; and City of Redding – 33.3%.

The City's equity in MSR EA's net losses exceeds its investment and, therefore, the equity method of accounting for the investment has been suspended. As of December 31, 2018, the date of the latest available audited financial statements, the City's unrecognized share of member's deficit of MSR EA was \$27.2 million. Under the joint exercise of power agreement, which formed MSR EA, the City is responsible for

**CITY OF SANTA CLARA**  
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**NOTE 12 – PARTICIPATION IN JOINT VENTURES (continued)**

funding up to 33.4% of MSR EA's operating cost, to the extent such funding is necessary. During the year ended June 30, 2018, the City made no contributions to fund its share of operating deficits. If there were such contributions, they would be included in the Electric Utility Enterprise Fund expenses.

In 2009, the City of Santa Clara, along with the Cities of Modesto and Redding participated in the M-S-R Energy Authority Gas Prepay Project. The Gas Prepay Project provides the City of Santa Clara, through a Gas Supply Agreement with MSR EA dated September 10, 2009, a secure and long-term supply of natural gas of 7,500 MM Btu (Million British thermal unit) daily or 2,730,500 MM Btu annually through December 31, 2012, and 12,500 MM Btu daily, or 4,562,500 MM Btu annually thereafter until September 30, 2039. The agreement provides this supply at a discounted price below the spot market price (the Pacific Gas & Electric City gate index) over the next 30 years. As of December 31, 2018, bonds issued by MSR EA to finance the City's share of the Gas Prepay Project were outstanding in the principal amount of \$500,200,000. These bonds were initially sold on August 27, 2009. Under the Gas Supply Agreement, MSR EA will bill the City for actual quantities of natural gas delivered each month on a "take-and-pay" basis. MSR EA has contracted with Citigroup Energy, Inc. ("CEI") to use the proceeds of the Gas Prepay bond issue to prepay CEI for natural gas. CEI has guaranteed repayment of the bonds, and responsibility for bond repayment is non-recourse to the City of Santa Clara. Moreover, any default by the other Gas Prepay Project participants is also non-recourse to the City.

**H. Silicon Valley Animal Control Authority**

The City is a member of the Silicon Valley Animal Control Authority, (SVACA), established in 2000 to deliver animal control and sheltering services to three communities: the cities of Santa Clara, Campbell, and Monte Sereno. SVACA provides field and shelter services and staffing to support adoption and spay/neuter programs. SVACA purchased and retrofitted an existing cold-shell office building in Santa Clara that became a fully operating animal shelter. The shelter opened in the third quarter of 2006. SVACA is governed by a Board of Directors comprised of one appointed Councilmember from each of the four member cities.

During the fiscal year ended June 30, 2019, the City of Santa Clara contributed \$1,050,515 to SVACA. The City's equity interest in SVACA was \$4,896,192 at June 30, 2018 (the most recent audited information available). Audited financial statements are available from SVACA, located at 3370 Thomas Road, Santa Clara, CA 95051.

**NOTE 13 – RETIREMENT PLAN – DEFINED BENEFIT PENSION PLAN**

**A. Plan Description**

The City contributes to the California Public Employees Retirement System (CalPERS), an agent multiple-employer defined benefit plan, which is a public employee retirement system that acts as a common investment and administrative agent for participating public entities within the State of California. CalPERS offers a menu of benefit provisions and other requirements that are established by State statutes within the Public Employee Retirement law. The City selects optional benefit provisions from the benefit menu by contract with CalPERS and adopts those benefits through local ordinance. CalPERS issues a separate Comprehensive Annual Financial Report. Copies of the CalPERS' annual financial report may be obtained from the CalPERS website at [www.calpers.ca.gov](http://www.calpers.ca.gov).

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**NOTE 13 – RETIREMENT PLAN – DEFINED BENEFIT PENSION PLAN (continued)**

The City's defined benefit pension plans for Miscellaneous and Safety employees with CalPERS provide retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. All permanent (full-time and part-time) and eligible "as-needed" hourly City employees are required to participate in CalPERS. Employees fall under two categories, Classic and PEPRAs. Employees hired on or before December 31, 2012 are considered Classic PERS members. Employees hired on or after January 1, 2013 fall into the PEPRAs PERS members.

**B. Pension Plan Benefits**

On September 12, 2012, the State of California passed Assembly Bill (AB) 340, which created the Public Employees' Pension Reform Act (PEPRA). PEPRA implemented new benefit formulas and final compensation period, as well as new contribution requirements for new employees hired on or after January 1, 2013 who meet the definition of new member under PEPRA. Please refer to the Pension Reform section of the CalPERS website for more information regarding when an employee will be considered a new member under PEPRA.

Benefits for employees in the Miscellaneous Plan and Safety Plan vest after five years of CalPERS credited service. The retirement benefits are based on the retiree's age, years of CalPERS credited service, and benefit factor of 2.7% at 55 for the Classic Miscellaneous Plan members and 3% at 50 for the Classic Safety Plan members. For members under PEPRA, the benefit factor is reduced to 2% at 62 for the Miscellaneous Plan and 2.7% at 57 for the Safety Plan.

**Miscellaneous Plan**

Participants in this plan are eligible for service retirement and receive graduated benefits upon attaining the age of 50 and with at least five years of credited service with a CalPERS employer. The service retirement benefit is a monthly allowance equal to the product of the benefit factor (2.7% at 55 for Classic members or 2% at 62 for PEPRA members), years of service, and final compensation (monthly average of member's highest 12 or 36 (for new members) consecutive months full-time equivalent monthly pay). The service retirement benefit for this group is not capped. The compensation limit for Classic members for the 2019 calendar year is \$280,000. Employees with membership dates prior to July 1, 1996 are not impacted by this limit. The compensation limit for PEPRA for calendar year 2019 is \$124,180 for employees covered by Social Security and is adjusted annually with the CPI for all Urban Consumers.

**Safety Plan**

Participants in this plan are eligible for service retirement upon attaining the age of 50 and with at least five years of credited service with a CalPERS employer. The service retirement benefit is a monthly allowance equal to the product of the benefit factor (3% at 50 for Classic members or 2.7% at 57 for new members), years of service, and final compensation. For Classic Fire Safety employees, the final compensation is the monthly average of member's highest 36 consecutive months full-time equivalent monthly pay for both Classic and new members, and for Classic Police Safety employees, it is the monthly average of the member's highest 12 or 36 (for new members) consecutive months full-time equivalent monthly

The service retirement benefit for the Safety Plan group is capped at 90% of final compensation for the Classic members. PEPRA members have an annual compensation limit on reportable earnings. The compensation limit for calendar year 2019 is \$149,016 for employees not covered by Social Security and is adjusted annually with the CPI for all Urban Consumers.

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**NOTES TO BASIC FINANCIAL STATEMENTS**  
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**NOTE 13 – RETIREMENT PLAN – DEFINED BENEFIT PENSION PLAN (continued)**

The Plans provisions and benefits in effect at June 30, 2019 are summarized as follows:

	<u>Miscellaneous</u>		<u>Safety</u>	
Hire date	Prior to January 1, 2013	On or After January 1, 2013	Prior to January 1, 2013	On or After January 1, 2013
Benefit formula	2.7% @ 55	2.0% @ 62	3.0% @ 50	2.7% @ 57
Benefit vesting schedule	5 years service	5 years service	5 years service	5 years service
Benefit payments	monthly for life	monthly for life	monthly for life	monthly for life
Retirement age	50 - 55	52 - 67	50	50 - 57
Monthly benefits, as a % of eligible compensation	2.00% - 2.70%	1.00% - 2.50%	3.00%	2.00% - 2.70%
Required employee contribution rates	8.00%	5.75%		
Public Safety - Fire			9.00%	10.50%
Public Safety - Police			9.00%	10.50%
Required employer contribution rates	10.169%	10.169%	20.023%	20.023%
Required unfunded liability contribution	\$16,991,385		\$13,683,589	

Beginning in fiscal year 2015-16, CalPERS collects employer contributions for the Plan as a percentage of payroll for the normal cost portion as noted in the rates above and as a dollar amount for contributions toward the unfunded liability. The dollar amounts are billed on a monthly basis. The City's required contribution for the miscellaneous plan's unfunded liability was \$16,991,385 in fiscal year 2018-19. The City's required contribution for the safety plan's unfunded liability was \$13,683,589 in fiscal year 2018-19.

**Employees Covered**

At the valuation date, June 30, 2017, the following employees were covered by the benefits terms for each Plan:

	<u>Miscellaneous</u>	<u>Safety</u>
Inactive employees or beneficiaries currently receiving benefits	939	459
Inactive employees entitled to but not yet receiving benefits	422	59
Active employees	691	285
Total	<u>2,052</u>	<u>803</u>

**CITY OF SANTA CLARA**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the year ended June 30, 2019**

**NOTE 13 – RETIREMENT PLAN – DEFINED BENEFIT PENSION PLAN (continued)**

**C. Contributions**

Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers are determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. Funding contributions for both Plans are determined annually on an actuarial basis as of June 30 by CalPERS. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The City is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. For the year ended June 30, 2019, the City's contributions to the miscellaneous and safety plans were \$23,615,964 and \$23,484,760, respectively.

**D. Net Pension Liability**

The City's net pension liability for each Plan is measured as the total pension liability, less the pension plans' fiduciary net position. The net pension liability of each of the Plans is measured as of June 30, 2018, using an annual actuarial valuation as of June 30, 2017 rolled forward to June 30, 2018 using standard update procedures. A summary of principal assumptions and methods used to determine the net pension liability is shown below.

	All Plans
Valuation Date	June 30, 2017
Measurement Date	June 30, 2018
Actuarial Cost Method	Entry-Age Normal Cost Method in accordance with the requirements of GASB 68
Actuarial Assumptions:	
Discount Rate	7.15%
Inflation	2.50%
Payroll Growth	3.00%
Projected Salary Increase	Varies by Entry-Age and Service
Investment Rate of Return <sup>(1)</sup>	7.15%
Post Retirement Benefit Increase	Contract COLA up to 2% until Purchasing Power applies, 2.5% thereafter
Mortality <sup>(2)</sup>	Derived using CalPERS' membership data for all funds

(1) Net of pension plan investment and administrative expenses; including inflation

(2) The mortality table used was developed based on CalPERS' specific data. The table includes 15 years of mortality improvement using Society of Actuaries Scale 90% of scale MP 2016. For more details on this table, please refer to the CalPERS' December 2017 experience study report available on CalPERS' website

The underlying mortality assumptions and all other actual assumption used in the June 30, 2017 valuation were based on the results of a December 2017 actuarial experience study for the period 1997 to 2015. Further details of the Experience Study can be found on the CalPERS website.

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**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the year ended June 30, 2019**

**NOTE 13 – RETIREMENT PLAN – DEFINED BENEFIT PENSION PLAN (continued)**

**Changes of Assumptions**

For the measurement date of June 30, 2018, the inflation rate reduced from 2.75% to 2.50%.

**Discount Rate**

The discount rate used to measure the total pension liability for the Plan was 7.15%. The projection of cash flows used to determine the discount rate for the Plan assumed that contributions from all plan members in the Public Employees Retirement Fund (PERF) will be made at the current member contribution rates and that contributions from employers will be made at the current employer contribution rates, actuarially determined. Based on those assumptions, the Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members for all plans in the PERF. Therefore, the long-term expected rate of return on plan investments was applied to all period of projected benefit payments to determine the total pension liability for the Plan.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Using historical returns of all the funds' assets classes, expected compound (geometric) returns were calculated over the short-term (first 10 years) and the long-term (11+ years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the rounded single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equal to the single equivalent rate calculated above and adjusted to account for assumed administrative expenses.

Asset Class <sup>(1)</sup>	Current Target Allocation	Real Return Years 1 - 10 <sup>(2)</sup>	Real Return Years 11+ <sup>(3)</sup>
Global Equity	50.00%	4.80%	5.98%
Fixed Income	28.00%	1.00%	2.62%
Inflation Assets	-	0.77%	1.81%
Private Equity	8.00%	6.30%	7.23%
Real Assets	13.00%	3.75%	4.93%
Liquidly	1.00%	-	-0.92%
	<u>100.00%</u>		

(1) In the CalPERS CAFR, Fixed Income is included in Global Debt Securities; Liquidity is included in Short-term investments; Inflation Assets are included in both Global Equity Securities and Global Debt Securities.

(2) An expected inflation of 2.0% used for this period.

(3) An expected inflation of 2.92% used for this period.



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**NOTE 13 – RETIREMENT PLAN – DEFINED BENEFIT PENSION PLAN (continued)**

**E. Changes in the Net Pension Liability**

The changes in the Net Pension Liability for each Plan follows:

Miscellaneous Plan:

		Increase (Decrease)	
	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability/(Asset)
Balance at June 30, 2017 measurement date	\$ 698,221,756	\$ 433,036,406	\$ 265,185,350
Changes in the year:			
Service cost	13,159,021	-	13,159,021
Interest on the total pension liability	49,394,806	-	49,394,806
Changes of benefit terms	-	-	-
Changes of assumptions	(5,067,759)	-	(5,067,759)
Differences between expected and actual experience	10,229,369	-	10,229,369
Plan to plan resource movement	-	(1,065)	1,065
Contributions - employer	-	22,508,822	(22,508,822)
Contributions - employees	-	5,957,917	(5,957,917)
Net investment income	-	36,908,188	(36,908,188)
Benefit payments, including refunds of employee contributions	(38,252,869)	(38,252,869)	-
Administrative expense	-	(674,790)	674,790
Other Miscellaneous Income/(Expense) <sup>1</sup>	-	(1,281,438)	1,281,438
Net changes	29,462,568	25,164,765	4,297,803
Balance at June 30, 2018 measurement date	\$ 727,684,324	\$ 458,201,171	\$ 269,483,153

(1) During fiscal year 2017-18, as a result of GASB No. 75, Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions, CalPERS reported its proportionate share of activity related to postemployment benefits for participation in the State of California's agent OPEB plan. Accordingly, CalPERS recorded a one-time expense as a result of the adoption of GASB No. 75.

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**NOTE 13 – RETIREMENT PLAN – DEFINED BENEFIT PENSION PLAN (continued)**

Safety Plan:

		Increase (Decrease)	
	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability/(Asset)
Balance at June 30, 2017 measurement date	\$ 733,300,705	\$ 482,098,778	\$ 251,201,927
Changes in the year:			
Service cost	13,999,625	-	13,999,625
Interest on the total pension liability	51,713,042	-	51,713,042
Changes of benefit terms	-	-	-
Changes of assumptions	(3,333,870)	-	(3,333,870)
Differences between expected and actual experience	5,782,119	-	5,782,119
Plan to plan resource movement	-	(1,182)	1,182
Contributions - employer	-	20,510,633	(20,510,633)
Contributions - employees	-	5,395,755	(5,395,755)
Net investment income	-	40,902,179	(40,902,179)
Benefit payments, including refunds of employee contributions	(38,978,890)	(38,978,890)	-
Administrative expense	-	(751,243)	751,243
Other Miscellaneous Income/(Expense) <sup>1</sup>	-	(1,426,623)	1,426,623
Net changes	29,182,026	25,650,629	3,531,397
Balance at June 30, 2018 measurement date	\$ 762,482,731	\$ 507,749,407	\$ 254,733,324
Combined Total	\$ 1,490,167,055	\$ 965,950,578	\$ 524,216,477

(1) During fiscal year 2017-18, as a result of GASB No. 75, Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions, CalPERS reported its proportionate share of activity related to postemployment benefits for participation in the State of California's agent OPEB plan. Accordingly, CalPERS recorded a one-time expense as a result of the adoption of GASB No. 75.

**Sensitivity of the Net Pension Liability to Changes in the Discount Rate**

The following presents the net pension liability of the City for each Plan, calculated using the discount rate for each Plan, as well as what the City's net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower or 1-percentage point higher than the current rate:



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**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the year ended June 30, 2019**

**NOTE 13 – RETIREMENT PLAN – DEFINED BENEFIT PENSION PLAN (continued)**

	<u>Miscellaneous</u>	<u>Safety</u>
1% Decrease	6.15%	6.15%
Net Pension Liability	\$ 360,261,151	\$ 355,909,597
Current Discount Rate	7.15%	7.15%
Net Pension Liability	\$ 269,483,153	\$ 254,733,324
1% Increase	8.15%	8.15%
Net Pension Liability	\$ 193,797,530	\$ 171,489,847

**Pension Plan Fiduciary Net Position**

Detailed information about each pension plan's fiduciary net position is available in the separately issued CalPERS financial reports.

**F. Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions**

For the year ended June 30, 2019, the City recognized pension expense of \$41,731,705 for the Miscellaneous Plan and \$33,452,135 for the Safety Plan.

At June 30, 2019, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

Miscellaneous Plan:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Pension contributions subsequent to measurement date	\$ 23,615,964	\$ -
Changes of assumptions	12,339,369	(3,532,074)
Differences between expected and actual experience	7,129,560	(725,424)
Net differences between projected and actual earnings on pension plan investments	636,418	-
Total	<u>\$ 43,721,311</u>	<u>\$ (4,257,498)</u>

**CITY OF SANTA CLARA**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the year ended June 30, 2019**

**NOTE 13 – RETIREMENT PLAN – DEFINED BENEFIT PENSION PLAN (continued)**

Safety Plan:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Pension contributions subsequent to measurement date	\$ 23,484,760	
Changes of assumptions	22,277,672	(3,075,799)
Differences between expected and actual experience	4,405,424	(2,217,101)
Net differences between projected and actual earnings on pension plan investments	1,230,165	-
Total	<u>\$ 51,398,021</u>	<u>\$ (5,292,900)</u>
Combined Total	<u>\$ 95,119,332</u>	<u>\$ (9,550,398)</u>

The reported \$23,615,964 for the Miscellaneous Plan and \$23,484,760 for the Safety Plan deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2020. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pension will be recognized as pension expense as follows:

Measurement Period Ended June 30	Miscellaneous Plan Annual Amortization	Safety Plan Annual Amortization
2019	\$ 18,584,102	\$ 14,239,412
2020	2,657,817	10,584,109
2021	(4,095,904)	(919,000)
2022	(1,298,166)	(1,284,160)

**NOTE 14 – RETIREMENT PLAN - DEFINED CONTRIBUTION PLAN**

The City's Public Agency Retirement System Plan (PARS Plan) is a compulsory retirement plan that qualifies under Section 401 of the Internal Revenue Code covering City employees who are not members of CalPERS. Under the provisions of the PARS Plan, the City makes no contributions; however, all administrative costs of the plan are funded by the City. The PARS Plan administrator is Phase II Systems. The total assets of the PARS Plan are held in trust for the employees and are not included in the City's assets or equity.

**NOTE 15 – DEFERRED COMPENSATION PLAN**

The City offers its employees a deferred compensation plan created in accordance with Internal Revenue Code Section 457. The plan, available to all City employees, permits employees to defer a portion of their salary until future years. The deferred compensation is not available to employees until termination, retirement, death or unforeseeable emergency.

**CITY OF SANTA CLARA**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the year ended June 30, 2019**

**NOTE 15 – DEFERRED COMPENSATION PLAN (continued)**

The laws governing deferred compensation plan assets require plan assets to be held by a Trust for the exclusive benefit of plan participants and their beneficiaries. Since the assets held under these plans are not the City's property and are not subject to City control, they have been excluded from these financial statements.

**NOTE 16 – OTHER POST EMPLOYMENT BENEFITS**

**A. Plan Description**

The City's single-employer defined benefit Other Post Employment Benefit (OPEB) Plan Trust Fund, which was established by City Council in fiscal year 2007-08 in accordance with GAAP, provides reimbursements to retirees for qualified expenses. Employees who have retired from the City with at least ten years of service and meet certain criterion based upon retirement date, household income in the most recent calendar year and age are entitled to reimbursements for qualified expenses. Annual maximum reimbursement amounts differ depending on when an employee retired from City service. The majority of retirees may be eligible for a maximum of \$4,296 in annual reimbursements. Amendments to benefit provisions are negotiated by the various bargaining units at the City and must be approved by Council. In fiscal year 2007-08, the City established an irrevocable exclusive agent multiple-employer defined benefit trust which is administered by Public Agency Retirement Services (PARS). The City is the Plan administrator, and PARS administers the investment trust for the City's Plan. The trust is used to accumulate and invest assets necessary to reimburse retirees. Separate financial reports are issued by PARS for the OPEB Plan Trust. The report can be obtained by writing to PARS at 4350 Von Karman Avenue, Suite 100, Newport Beach, CA 92660, or by calling 1-800-540-6369.

For purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the OPEB plan and additions to and deduction from the OPEB's fiduciary net position have been determined on the same bases. For this purpose OPEB benefit payments are recognized when currently due and payable in accordance with the benefits terms. Investments are report at fair value.

Generally accepted accounting principles require that the reporting results must pertain to liability and asset information within certain defined timeframes. For the fiscal year 2018-19, the following time frames were used.

Measurement Date	June 30, 2019
Measurement Period	July 1, 2018 to June 30, 2019
Actuarial valuation date <sup>(1)</sup>	June 30, 2018

(1) Update procedures were used to roll forward the Total OPEB liability from the valuation date to the measurement date.

**CITY OF SANTA CLARA**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the year ended June 30, 2019**

**NOTE 16 – OTHER POST EMPLOYMENT BENEFITS (continued)**

**B. Plan Membership**

As of June 30, 2019, membership in the plan consisted of the following:

	Number of Covered Employees
Inactive employees currently receiving benefits	648
Inactive employees entitled to but not yet receiving benefit payments	200
Active employees	1,014
Total	1,862

**C. Contributions**

The OPEB Plan trust annual contributions are based upon actuarial determine contributions. The contribution requirements are established and may be amended by the City Council. Plan members do not make contributions to the plan; the plan is funded entirely by employer contributions. For the fiscal year ending June 30, 2019 the City's cash contributions were \$4,421,666 in payments to the trust and the estimated implied subsidy was \$930,000, for total contributions of \$5,351,666.

**CITY OF SANTA CLARA**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the year ended June 30, 2019**

**NOTE 16 – OTHER POST EMPLOYMENT BENEFITS (continued)**

**D. Net OPEB Liability**

The City's net OPEB liability was measured as of June 30, 2019 and the total OPEB liability used to calculate the Net OPEB liability was determined by an actuarial valuation dated June 30, 2018, rolled forward to June 30, 2019 using standard actuarial methods, based on the following actuarial methods and assumptions:

**Actuarial Assumptions**

Significant Actuarial Assumptions Used in Total OPEB Liability	
Actuarial Assumption	June 30, 2019 Measurement Date
Actuarial valuation date	June 30, 2018
Discount rate	5.25% at June 30, 2019
Inflation	Crossover analysis showed benefit payments always fully 2.75%
Salary increases	Aggregate 3%
Investment rate of return	5.25% at June 30, 2019
Funding policy	Full pre-funding to PARS trust PARS portfolio: Moderately Conservative
Mortality, Disability, Termination, and Retirement Mortality Improvement	CalPERS 1997-2015 Experience Study Mortality projected fully generational with Scale MP-2018
Healthcare cost trend rates	Non-Medicare - 7.5% for 2020 scaling down to 4.0% for year 2076 Medicare - 6.5% for 2020 scaling down to 4.0% for year 2076
Healthcare participation for future retirees - Cash subsidy	Currently covered: 80% Waived: 40%
Healthcare participation for future retirees - PEMHCA implied subsidy	Currently covered: 80% Waived: 25%

**E. Investments Rate of Return**

For the year ended June 30, 2019, the annual money-weighted rate of return on investment was 6.66%, net of investment expense. The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

**CITY OF SANTA CLARA**  
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**For the year ended June 30, 2019**

**NOTE 16 – OTHER POST EMPLOYMENT BENEFITS (continued)**

**F. Discount Rate**

The discount rates used to measure the total OPEB liability was 5.25% as of June 30, 2019. The projection of cash flows used to determine the discount rate assumed that City contributions will be made at rate equal to the actuarially determined contributions rates. Based on those assumptions, the OPEB plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on OPEB plan investments was applied to all periods of projected benefit payments to determine the total OPEB liability.

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Long-Term Expected Real Rate of Return</u>
Mutual Funds - Equity	29%	4.82%
Mutual Funds - Fixed Income	65%	1.47%
REIT'S	1%	3.76%
Cash and equivalent	5%	0.06%
	<u>100%</u>	
Expected Inflation		2.75%
Discount Rate		5.25%

**G. Changes in the OPEB Liability**

The changes in the Net OPEB liability and Fiduciary Net Position are as follows:

	Net OPEB Liability (In Thousands)	
	<u>2019</u>	<u>2018</u>
Total OPEB Liability	\$ 60,680	\$ 65,516
Fiduciary Net Position	(22,534)	(18,945)
Net OPEB Liability	<u>\$ 38,146</u>	<u>\$ 46,571</u>
Plan Fiduciary Net Position as a percentage of the Total OPEB Liability	37.1%	28.9%

**CITY OF SANTA CLARA**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
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**NOTE 16 – OTHER POST EMPLOYMENT BENEFITS (continued)**

The changes in Net OPEB details as follow:

Changes in Net OPEB Liability (In Thousands)			
	Increase (Decrease)		
	Total OPEB Liability	Plan Fiduciary Net Position	Net OPEB Liability/(Asset)
Balance at June 30, 2018 measurement date	\$ 65,516	\$ 18,945	\$ 46,571
Changes in the year:			
Service cost	2,264	-	2,264
Interest	3,478	-	3,478
Differences between expected and actual experience	(1,644)	-	(1,644)
Change in Assumption	(5,838)		(5,838)
Contributions - employer <sup>(1)</sup>	-	5,366	(5,366)
Net investment income	-	1,410	(1,410)
Benefit payments	(3,096)	(3,096)	-
Administrative expense	-	(91)	91
Net changes	(4,836)	3,589	(8,425)
Balance at June 30, 2019 measurement date	\$ 60,680	\$ 22,534	\$ 38,146

(1) Includes implied subsidy of \$930

**H. Sensitivity of the Net OPEB Liability to Changes in the Discount Rate**

The following table presents the net OPEB liability of the Plan as of June 30, 2019, calculated using the discount rate of 5.25%, as well as what the plan's net OPEB liability would be if it were calculated using a discount rate that is 1% point lower or 1% point higher than the current rate.

Sensitivity of Net OPEB Liability to Changes in Discount Rate (In Thousands)			
	1% Decrease (4.25%)	Current Rate (5.25%)	1% Increase (6.25%)
Net OPEB Liability	\$ 45,780	\$ 38,146	\$ 31,846

**CITY OF SANTA CLARA**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
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**NOTE 16 – OTHER POST EMPLOYMENT BENEFITS (continued)**

**I. Sensitivity of the Net OPEB Liability to Healthcare Cost Trend Rates**

The following table presents the net OPEB liability of the City, as of June 30, 2019, as well as what the City's net OPEB liability would be if it were calculated using healthcare cost trend rates that are 1% point lower or 1% point higher than the current rate.

Sensitivity of Net OPEB Liability to Changes in Healthcare Care Trend Rates (In Thousands)			
	1% Decrease (6.5% Non-Medicare 5.5% Medicare decreasing to 4.0% )	Current Rate (7.5% Non-Medicare 6.5% Medicare decreasing to 4.0% )	1% Increase (8.5% Non-Medicare 7.5% Medicare decreasing to 4.0% )
Net OPEB Liability	\$ 30,645	\$ 38,146	\$ 47,413

**J. OPEB Expense and Deferred Outflows and Inflows of Resources Related to OPEB**

For the year ended June 30, 2019, the City recognized OPEB expense as follows:

OPEB Expense (In Thousands)	
	2019
Fund level expense	\$ 4,436
Actuarial Expense	(862)
OPEB Expense	<u>\$ 3,574</u>

As of fiscal year ended June 30, 2019, the City reported deferred outflows as of resources related to OPEB from the following sources.

Deferred Outflows and Inflows Balance (In Thousands)		
	Deferred Outflows of Resources	Deferred Inflows of Resources
Changes of assumptions	\$ -	\$ 4,896
Differences between expected and actual experience	-	1,379
Net differences between projected and actual earnings on OPEB plan investments	-	72
Total	<u>\$ -</u>	<u>\$ 6,347</u>



**CITY OF SANTA CLARA**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the year ended June 30, 2019**

**NOTE 16 – OTHER POST EMPLOYMENT BENEFITS (continued)**

Amounts reported as deferred outflows of resources related to OPEB will be recognized as expense as follows:

Recognition of Deferred Outflows and Inflows of Resources in Future OPEB Expense (In Thousands)	
For the Year ending June 30	Amount
2020	\$ (1,207)
2021	(1,207)
2022	(1,209)
2023	(1,277)
2024	(1,207)
Thereafter	(240)

**NOTE 17 – ELECTRIC UTILITY - SILICON VALLEY POWER (SVP)**

The City's Electric Utility Department provides electricity to City residents and businesses under the name Silicon Valley Power (SVP).

**A. Long-term Power Purchase Contracts**

The City purchases wholesale electric power from various participants of the Western Systems Power Pool (WSPP), NCPA, MSR Public Power Agency (Note 12), Western Area Power Administration, and other sources to supply the power requirements of the City's electric utility customers under long-term power purchase agreements (PPAs). The City actively manages the financial risks inherent in these PPAs, including the risks arising from the changing spot market prices that move above and below the contract prices and from contract disputes that may arise from time to time. The cost of power under PPAs is included in enterprise fund materials, services and supplies expense and excluded from wholesale resources purchase.

**B. Restructuring of the California Electric Industry**

Deregulation Legislation and Direct Access

The passage of AB1890 in 1998 triggered fundamental changes in the structure of the electric industry in California. Generally, AB1890 provided for creation of the California Power Exchange (Cal PX), which was to be a clearinghouse for energy transactions among investor-owned utilities, independent generators and power marketers, who in turn would serve so called direct-access customers. AB1890 also created the California Independent System Operator (CAISO), which was to manage the state's bulk transmission grid.

However, in 2000 and 2001, the price of electricity at the Cal PX became extremely high, and investor-owned utilities were unable to pay for the energy that they needed from the Cal PX. Eventually the Cal PX filed for bankruptcy and was dismantled. Investor-owned utility PG&E and several energy marketers would also file for bankruptcy and over a decade of litigation ensued.

**CITY OF SANTA CLARA**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the year ended June 30, 2019**

**NOTE 17 – ELECTRIC UTILITY – SILICON VALLEY POWER (SVP) (continued)**

The CAISO, however, continues to manage the state’s bulk electric system and the day-ahead and day-of markets, and it has implemented various price controls and tariffs in an effort to avoid repeating the mistakes of 2000 and 2001. Along with balancing control area responsibility, the CAISO has also announced that it will take on the role of reliability coordinator for the region.

Energy Wholesale Trading and Risk Management

SVP participates in the wholesale gas and power market and the CAISO’s centralized market. Since CAISO’s Market Redesign and Technology Upgrade (MRTU), CAISO has become the ultimate buyer and seller in the California day ahead market. Therefore, SVP engages in the trading of commodity forward contracts (gas and electric energy contracts) to secure fuel supply and hedge daily power purchase/sales from/to CAISO. Activities during the fiscal year were substantially considered hedging transactions and, as such, have been accounted for using the settlement method of accounting. Accordingly, related gross purchases and sales totaling \$22.5 million and \$27.7 million, respectively, for fiscal year ended June 30, 2019, have been separately reported on the statement of revenues, expenses and changes in net position.

The restructured electric wholesale market exposes SVP to various risks including market, credit and operational risks. Active and effective management of these risks associated with the power trading activity is critical to its continued success and contribution to the entire utility. A Risk Management Committee, separate from the units that create the risk exposures, overseen by a Risk Oversight Committee that reports ultimately to the City Council, administers and monitors compliance with the risk policies and procedures on a regular basis. The City and SVP believe that it has the resource commitment, and effective policies and procedures, and is continuing to improve the control structure and oversight for evaluating and controlling the market and credit risks to which it is exposed.

Credit Arrangements

The City of Santa Clara electric utility maintains credit policies, procedures, and systems that help mitigate credit risk and minimize overall credit risk exposure. The policies include transacting only with investment grade counterparties, evaluating potential counterparties’ financial condition and assigning credit limits as applicable. These credit limits are established based on risk and return considerations under terms customarily available in the industry. Additionally, SVP is a signatory to the WSPP netting agreement supplement and otherwise, enters into master netting arrangements whenever possible and, where appropriate, obtains collateral prior to trade execution. Master netting agreements incorporate rights of setoff that provide for the net settlement of subject contracts with the same counterparty in the event of default.

**NOTE 18 – NET POSITION/FUND EQUITY**

Net Position is measured on the full accrual basis and presented in the Government-wide Financial Statements, while Fund Balance is measured on the modified accrual basis and presented in the Governmental Funds Financial Statements.

**A. Government-wide Financial Statements - Net Position**

Net Position is the excess of all the City’s assets and deferred outflow of resources over all its liabilities and deferred inflow of resources, regardless of fund. Net Position is divided into three captions. These captions apply only to Net Position, which is determined only at the government-wide level, and are described below:

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**NOTES TO BASIC FINANCIAL STATEMENTS**  
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**NOTE 18 – NET POSITION/FUND EQUITY (continued)**

*Net investment in capital assets* describes the portion of Net Position which is represented by the current net book value of the City's capital assets, less the outstanding balance of any debt issued to finance these assets.

*Restricted* describes the portion of Net Position which is restricted as to use by the terms and conditions of agreements with outside parties, governmental regulations, laws, or other restrictions which the City cannot unilaterally alter. These principally include developer fees received for use on capital projects, debt service requirements, and redevelopment funds restricted to low and moderate-income purposes.

*Unrestricted* describes the portion of Net Position which is not restricted as to use.

**B. Governmental Fund Financial Statements - Fund Balances**

The City categorizes fund balance in accordance with GAAP. The following classifications describe the relative strength of the spending constraints placed on the purposes for which resources can be used:

**Nonspendable Fund Balance**

Amounts that cannot be spent either because they are in a nonspendable form or are required to be maintained intact.

**Restricted Fund Balance**

Amounts that are constrained to specific purposes by federal, state, county, local laws, or externally imposed conditions by grantors or creditors.

**Committed Fund Balance**

Amounts that can only be used for specific purposes pursuant to constraints imposed by the City Council, the City's highest level of decision-making authority, through resolutions. These committed amounts cannot be used for any other purpose unless the Council removes or changes the specific uses through the same type of formal action taken to establish the commitment. These Council actions must occur prior to June 30th of the applicable fiscal year.

**Assigned Fund Balance**

Amounts that are constrained by the City's intent are to be used for specific purposes, but are neither restricted nor committed. The City Council delegated the authority to assign amounts to be used for specific purposes to the City Manager per Ordinance 1784, September 16, 2003.

**Unassigned Fund Balance**

These are either residual positive net resources of the General Fund in excess of what can properly be classified in one of the other four categories in the General Fund, or negative balances in all other funds. The Unassigned Fund Balance includes the Budget Stabilization (Emergency) and Capital Projects Reserves, and other undesignated fund balances. The balances in these accounts are \$63 million, \$22 million, and \$63 million, respectively. Additional information is described in the Stabilization Arrangement section of this note.

**CITY OF SANTA CLARA**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the year ended June 30, 2019**

**NOTE 18 – NET POSITION/FUND EQUITY (continued)**

Under the City’s encumbrance system of accounting, a portion of fund balance that has been encumbered for a specific future use is classified in the appropriate fund balance component based on the nature of the encumbrance.

**Fund Balance Classification**

	Major Funds		Non-Major	Fund Balance
	General	Santa Clara	Governmental	June 30,
	Fund	Housing Successor	Funds	2019
Nonspendable:				
Receivables, inventory & prepaid	\$ 46,611	\$ -	\$ -	\$ 46,611
Advances to other Funds	20,018,382	-	-	20,018,382
Loans to Successor Agency	4,355,641	-	-	4,355,641
Total Nonspendable	24,420,634	-	-	24,420,634
Restricted For:				
Gas tax programs	-	-	1,730,113	1,730,113
Housing & Community		31,202,381	9,850,516	41,052,897
Maintenance districts	-	-	876,330	876,330
Operating grants	-	-	811,706	811,706
Debt service	-	-	1,506,485	1,506,485
Environmental enforcements	224,557	-	-	224,557
Parks & recreation	-	-	10,512,247	10,512,247
Streets and highway	-	-	26,537,929	26,537,929
Public safety	772,831	-	-	772,831
Library	19,488	-	-	19,488
Public facilities	-	-	2,111,809	2,111,809
Special assessments	-	-	1,075,998	1,075,998
Donations	253,886	-	-	253,886
Pension rate stabilization program	16,381,504	-	-	16,381,504
Storm drain	-	-	586,578	586,578
Total Restricted	17,652,266	31,202,381	55,599,711	104,454,358
Committed to:				
Housing programs	-	-	3,301,757	3,301,757
Parks & recreation	-	-	12,148,836	12,148,836
Streets and highway	-	-	5,728,097	5,728,097
Storm drain	-	-	2,392,283	2,392,283
Public safety	-	-	660,147	660,147
Library	-	-	234,634	234,634
Public facilities	-	-	20,878,725	20,878,725
Building inspection	9,281,903	-	-	9,281,903
Land investment	21,531,838	-	-	21,531,838
Historical preservation	88,445	-	-	88,445
Total Committed	30,902,186	-	45,344,479	76,246,665
Assigned to:				
General Government	6,792,840	-	-	6,792,840
Community activities	1,055,678	-	-	1,055,678
Other purposes	30,887	-	-	30,887
Total Assigned	7,879,405	-	-	7,879,405
Unassigned:	147,738,567	-	-	147,738,567
Total Fund Balances	\$ 228,593,058	\$ 31,202,381	\$ 100,944,190	\$ 360,739,629

**CITY OF SANTA CLARA**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the year ended June 30, 2019**

**NOTE 18 – NET POSITION/FUND EQUITY (continued)**

**C. Fund Balance Policy**

When both restricted and unrestricted funds are available for expenditure, the City's Fund Balance Policy reduces all Governmental Funds Balances in the following order: Restricted, Committed, Assigned, and Unassigned fund balances unless disallowed by City Council or legal requirements.

Stabilization Arrangement

Maintaining financial stabilization is a necessity for sound financial management and fiscal accountability. Its purpose is to ensure funds are available to cover occasional budgetary shortfalls (i.e., when general unrestricted revenues decline) or other unexpected urgent events. The City's Budget Stabilization Reserves (Emergency) and Capital Projects Reserves are maintained for these purposes. As of June 30, 2019, the Budget Stabilization and Capital Projects Reserves were \$63 million and \$22 million, respectively, and are a component of the General Fund's Unassigned Fund Balance.

In 1985-86, the City Council established a policy regarding the City's General Contingency Reserve, under which two separate reserves were established.

- The Budget Stabilization Reserve is set aside primarily for weathering economic downturns, emergency financial crisis, or disaster situations. The reserve target is equal to the cost of the City's General Fund operations for three months (90-days or 25% General Fund operating budget).
- The Capital Projects Reserve, earmarks funds for a five-year capital improvement program. The minimum target for this reserve is \$5 million.

One of the strategic objectives on the 2017-18 Council Goals and Strategic Objectives list is to continue to replenish City reserves and maintain strong, fiscally-sound management policies of City revenues with long term goals in mind.

Pension Rate Stabilization Program Trust

In fiscal year 2016-17, the City established an irrevocable trust account with PARS to pre-fund retirement plan obligations. The contributions placed in the trust will reduce the City's net pension liability for financial purposes as required by GAAP. As of June 30, 2019, the balances in the pension rate stabilization program trust for the General Fund and Enterprise Funds are listed as follow:

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**NOTE 18 – NET POSITION/FUND EQUITY (continued)**

Fund Name	Pension Rate Stabilization Balances
General Fund:	\$ 16,381,504
Enterprise Funds:	
Electric Utility	4,329,866
Water Utility	140,672
Recycled Water	9,599
Sewer Utility	61,125
Solid Waste	20,094
	<u>\$ 20,942,860</u>

**D. Net Position/Fund Balance Deficits**

The funds listed below had an accumulated deficit as of June 30, 2019:

Fund Name	Accumulated Deficit
Enterprise Funds:	
Cemetery	\$ 3,892,827
Solid Waste	\$ 1,285,138
Santa Clara Golf and Tennis Club	\$ 3,394,401
Internal Service Funds:	
Special Liability Insurance Claims	\$ 1,620,103
Workers' Compensation Insurance Claims	\$ 16,116,241
Private Purpose Trust Fund:	
Successor Agency	\$ 3,725,445

The City's long term plans include construction of additional facilities that will help bring the Cemetery Enterprise Fund closer towards recovery. The Solid Waste deficit is mainly due to liabilities incurred for landfill postclosure care and is expected to be funded by charges for services in future years. The Santa Clara Golf and Tennis Club deficit is due to the lower revenues from the current year operation while the expenses remain the same as the previous fiscal year. The City closed the facility effective October 31, 2019 in order to facilitate the anticipated development of CityPlace. The Workers Compensation Insurance Claims' and Special Liability Insurance Claims' Internal Service Fund accumulated deficits are expected to be offset by future charges to the General Fund and the proprietary funds. The deficit in Successor Agency is due to the outstanding commitment to the City detailed in Note 21.

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**NOTE 19 – RISK MANAGEMENT**

The City is exposed to various risks of losses related to torts, errors and omissions, general liability, injuries to employees and unemployment claims. The City currently reports all of its risk management activities in its Internal Service Funds. Claims, expenditures and liabilities are reported when it is probable that a loss has occurred, and the amount of that loss can be reasonably estimated using actuarial methods or other estimating techniques.

The City records a liability to reflect an actuarial estimate of ultimate uninsured losses for both general liability claims and workers' compensation claims. The estimated liabilities for general liability and workers' compensation claims are based on case reserves and include amounts for claims incurred but not reported (IBNR). At June 30, 2019, the estimated claims payable of \$26,732,000, consisting of reserves for both reported and IBNR losses, as well as, allocated loss adjustment expenses, have been recorded in the Special Liability and Workers' Compensation Internal Service Funds, respectively. The claims payable are reported at their present value using expected future investment yield assumptions of 2.5%, and the undiscounted claims at June 30, 2019, totaled \$7,185,000 and \$23,373,000 for general liability and workers' compensation claims, respectively.

The estimate of claims due in one year is the City's best estimate based upon available information which is included in accrued liabilities.

Changes in the reported liability since June 30, 2017 resulted from the following:

	<b>Special Liability</b>	<b>Workers' Compensation</b>	<b>Total</b>
Liability as of June 30, 2017	\$ 2,955,879	\$ 21,913,938	\$ 24,869,817
Claims and changes in estimates during fiscal 2018	8,394,396	3,997,788	12,392,184
Claim payments	<u>(5,890,962)</u>	<u>(4,632,672)</u>	<u>(10,523,634)</u>
Liability as of June 30, 2018	\$ 5,459,313	\$ 21,279,054	\$ 26,738,367
Claims and changes in estimates during fiscal 2019	6,722,200	3,451,601	10,173,801
Claim payments	<u>(5,446,513)</u>	<u>(4,733,655)</u>	<u>(10,180,168)</u>
Liability as of June 30, 2019	<u>\$ 6,735,000</u>	<u>\$ 19,997,000</u>	<u>\$ 26,732,000</u>
Current Claims Payable	\$ 3,704,250	\$ 2,999,550	\$ 6,703,800
Long Term Claims Payable	<u>3,030,750</u>	<u>16,997,450</u>	<u>20,028,200</u>
Liability as of June 30, 2019	<u>\$ 6,735,000</u>	<u>\$ 19,997,000</u>	<u>\$ 26,732,000</u>

With respect to the Special Liability accrual of \$6.7 million, the City has numerous unsettled lawsuits filed or claims asserted against it as of June 30, 2019. The City has reviewed these claims and lawsuits in order to evaluate the likelihood of an unfavorable outcome to the City and to arrive at an estimate of the amount or ranges of potential loss to the City. As a result of such review, the City has categorized the various claims and lawsuits as "probable," "reasonably possible," and "remote" loss contingencies, as defined by current accounting standards.

The City has determined that the City's probable loss contingencies, which are accrued for as the estimated liability for claims and lawsuits as of June 30, 2019, are approximately \$6.7 million. The final outcome of



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**NOTE 19 – RISK MANAGEMENT (continued)**

claims and lawsuits, which have been categorized as reasonably possible loss contingencies, is not presently determinable and any associated potential loss cannot be estimated. Accordingly, no provision has been made in the accompanying basic financial statements relative to the potential outcome of such claims and lawsuits. However, the ultimate resolution of such claims and lawsuits is not expected to have a material effect on the accompanying basic financial statements.

**NOTE 20 – COMMITMENTS AND CONTINGENCIES**

**A. Electricity Purchase Contracts**

The City has future commitments under electricity purchase contracts as discussed in Note 17A, and is contingently liable under joint venture agreements discussed in Note 12B.

**B. Grant Programs**

Amounts received or receivable from grant agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures that may be disallowed by the grantor cannot be determined at this time, although the City expects such amounts, if any, to be immaterial.

**C. Encumbrances**

The City uses encumbrances to control expenditure commitments for the year and to enhance cash management. Encumbrances represent commitments related to contracts not yet performed and purchase orders not yet filled (executory contracts; and open purchase orders). Commitments for such expenditure of monies are encumbered to reserve a portion of applicable appropriations. Encumbrances still open at year end are not accounted for as expenditures and liabilities but, rather, as restricted or committed governmental fund balance. As of June 30, 2019, total governmental fund encumbrance balances for the City are as follows:

General Fund	\$	6,508,711
Santa Clara Housing Successor		53,817
Nonmajor Governmental Funds		<u>35,900,573</u>
Total Governmental Funds	\$	<u><u>42,463,101</u></u>

**D. Bay Area Water Supply and Conservation Agency Revenue Bonds Surcharge**

The City contracts with the City and County of San Francisco for the purchase of water from the Hetch Hetchy System operated by the San Francisco Public Utilities Commission (SFPUC). The City is also a member of the Bay Area Water Supply and Conservation Agency (BAWSCA) which represents the interests of all the 24 cities and water districts, as well as two private utilities, that purchase wholesale water from the SFPUC.



**CITY OF SANTA CLARA**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the year ended June 30, 2019**

**NOTE 20 – COMMITMENTS AND CONTINGENCIES (continued)**

In 2009 the City entered into a new 25 year agreement with the SFPUC. One of the ways that the new agreement differs from the old is in how facilities constructed by the SFPUC that benefit the regional customers are treated from a rate and financial perspective. Under the old agreement, facilities were built, capitalized, and added to the rate base with a rate of return (interest), and then paid for over their useful lives through wholesale rates. Under the new agreement, the SFPUC issues revenue bonds and the debt service (which also includes an interest component) is paid for through rates over the life of the bonds.

During the transition from the old to the new contracts, one of the issues addressed was how to deal with the \$370 million in assets that were still being paid for by the wholesale customers under the old agreement. The assets were transferred to the new agreement, assigned a life with an agreed upon rate of return of 5.13%. Also negotiated was a provision to allow the wholesale customers to prepay any remaining existing assets' unpaid principal balance without penalty or premium. This prepayment was executed through the issuance of bonds by BAWSCA which provide a better interest rate given the favorable rate environment.

BAWSCA issued Revenue Bonds in the principal amount of \$335,780,000 in January 2013 to prepay the capital cost recovery payment obligation and fund a stabilization fund. The Bonds mature in October 2034 and are secured by surcharges to the monthly water purchase charges imposed upon the participating members. The Bonds are not a debt obligation of any member, and BAWSCA's failure to pay its Bonds would not constitute a default by any participating member.

Should any participating member fail to pay its share, BAWSCA will rely on the stabilization fund and will pursue all legal remedies to collect the shortfall from the delinquent member. In the interim, other participating members may have their portion adjusted to insure the continued payment of the debt service surcharge.

The risk of bearing the debt service expense of a defaulting member is not significantly different than the risk each member assumes currently for fluctuations in water purchase charges. Under the Bond indenture, BAWSCA maintains a stabilization fund. If surcharge revenues collected are less than needed (due to a member's failure to pay timely), BAWSCA uses the stabilization fund to fund the debt service deficiency, and increases the surcharge in the subsequent year to make up for the prior year shortfall and reimburse the stabilization fund account. Also, given that each participating agency's governing body adopted a Resolution to participate in the Bond issue, Management believes that default is generally very unlikely.

The annual debt service surcharges are a fixed amount for each participant and are calculated by taking the subsequent fiscal year's debt service, multiplied by each participant's actual water purchase as a percent of total wholesale customer water purchases from the prior fiscal year. One-twelfth of the annual surcharge is included in the monthly bill from SFPUC. Because each participant's share of the debt service surcharge is proportional to the amount of water purchased during the prior fiscal year, the City's share of the debt service will fluctuate from year to year.

The City paid its surcharge of \$515,328 during fiscal year 2018-19, which is included as a component of purchased water expenses in the Water Enterprise Fund. The surcharge for fiscal year 2019-20 is estimated to be \$263,712.

**E. Santa Clara Stadium Authority – Stadium Facility Rent Arbitration**

Based on the changes to the projected operating and debt service expenses, the provisions for a one-time rent adjustment as described in note 6 were triggered. At the Stadium Authority Board (Board) meeting held on

**CITY OF SANTA CLARA**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the year ended June 30, 2019**

**NOTE 20 – COMMITMENTS AND CONTINGENCIES (continued)**

March 22, 2016, StadCo presented a financial model showing that a rent of \$20.25 million per year is sufficient, when combined with other Authority revenues, to cover debt service and operating expenses in each of the 40 years of the Stadium Lease. The Board decided not to adjust the rent, and instead passed a motion to pursue the informal dispute resolution procedures and to proceed to the arbitration process if necessary. Thereafter, on May 3, 2016, StadCo filed for arbitration with the Stadium Authority.

On June 18, 2018, the arbitrator entered an Interim Arbitration Award in favor of the Stadium Authority and against StadCo. This award adjusted the facility rent from \$24.5 million to \$24.76 million, an increase of \$262,000. This increase is retroactive to the first lease year resulting in a total amount owed of \$1.31 million for the first five lease years, through March 31, 2019. In addition to the adjustment to the facility rent, the Stadium Authority was entitled to reimbursement of its legal fees, determined by the arbitrator to be \$2.28 million. The lease also provides for a fair market rent adjustment in year 33.

**F. Housing Successor Excess Surplus**

Health and Safety Code (HSC) Section 34176.1(d) defines an excess surplus as an unencumbered balance held by the housing successor that exceeds the greater of \$1,000,000 or the aggregate amount deposited into the housing successor fund during the housing successor's preceding four fiscal years, whichever is greater. If a housing successor has an excess surplus, the HSC Section requires that the housing successor encumber the excess surplus for eligible purposes described in the HSC Section 34176.1(a)(3) or transfer the funds to another local housing successor within three fiscal years. If the housing successor fails to comply with this provision, the housing successor, within 90 days of the end of the third fiscal year, is required to transfer any excess surplus to the Department of Housing and Community Development for expenditure pursuant to the Multifamily Housing Program or the Joe Serna, Jr. Farmworker Housing Grant Program.

The City's housing successor activities are reported in the Santa Clara Housing Successor Special Revenue Fund and as of July 1, 2018, the fund had an excess surplus balance of \$1,392,193. In March 2019, the City approved a loan agreement in the amount of \$15.7 million that encumbered the excess surplus as of June 30, 2019. In May 2019, the City approved an additional loan agreement in the amount of \$5 million. Both loans are expected to be disbursed to the developers in the fiscal year 2019-20.

**NOTE 21 – REDEVELOPMENT AGENCY DISSOLUTION AND SUCCESSOR AGENCY ACTIVITIES**

**A. Defeased Bonds**

Bayshore North Project 2011 Tax Allocation Bonds

On May 11, 2011, the former RDA issued \$31.41 million of Bayshore North Project 2011 Tax Allocation Bonds (RDA 2011 Bonds) with an interest rate ranging from 2% to 7.86%, and a final maturity of 2026, to finance various redevelopment activities associated with the former RDA's Bayshore North Project Area. The 2011 Bonds were defeased on June 1, 2017.

**CITY OF SANTA CLARA**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the year ended June 30, 2019**

**NOTE 21 – REDEVELOPMENT AGENCY DISSOLUTION AND SUCCESSOR AGENCY ACTIVITIES (continued)**

The following schedule summarizes the defeased 2011 Tax Allocation Bonds:

2011 Series	Principal Issued	Date Issued	Principal Defeased	Maturities Defeased	Redemption Date
Current Interest Bonds	\$ 11,440,000	May 18, 2011	\$ 11,315,000	June 1, 2026	June 1, 2021
Capital Appreciation Bonds	19,971,295	May 18, 2011	5,996,353	From June 1, 2017 to June 1, 2021	NA
			10,643,264	From June 1, 2022 to June 1, 2026	June 1, 2021
	<u>\$ 31,411,295</u>		<u>\$ 27,954,617</u>		

**B. Enforceable Obligations**

AB 1484 allows the following notes to be reestablished with the approval of the Oversight Board.

Franklin Mall Cooperation and Reimbursement Reentry Agreement

The City has made long-term advances to the former RDA. On May 18, 2012, the Oversight Board authorized the Successor Agency to reenter into the Loan Agreement with the City. On May 22, 2012, the agreement to reenter into a Loan Agreement was approved by the City and the Successor Agency. The outstanding commitment from the Successor Agency totaled \$2.40 million on June 30, 2019.

Agreement Reentering into Promissory Note to Facilitate Implementation of the Affordable Housing Program

The City has made long-term advances to the former RDA for implementation of the former RDA's affordable housing program. On May 18, 2012, the Oversight Board authorized the Successor Agency to reenter into the Loan Agreement with the City. On May 22, 2012, the agreement reentering into a Loan Agreement was approved by the City and the Successor Agency. The outstanding commitment from the Successor Agency totaled \$1.96 million as of June 30, 2019.

**NOTE 22 – SUCCESSOR AGENCY LEASE AGREEMENTS**

On January 8, 2016 the City executed the Settlement Agreement for Sharma vs Successor Agency to Redevelopment Agency of the City of Santa Clara. This Settlement Agreement calls for the City to return to the Successor Agency certain properties that the former Redevelopment Agency transferred to the City prior to dissolution. The properties transferred are as follows: the Great America Theme Park Property (not including the parking lot, see Note 4B), the Hilton Hotel Property, the North/South Parking Lots, the Gateway Parcel 2 Property, the Hyatt Hotel Property (not including the ballroom, see Note 4B), the Techmart Property, and the Martinson Childcare Center Property. All the properties, other than the Martinson Childcare Center Property will be sold by the Successor Agency. Until the properties are sold the rent

**CITY OF SANTA CLARA**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the year ended June 30, 2019**

**NOTE 22 – SUCCESSOR AGENCY LEASE AGREEMENTS (continued)**

revenues will be used to pay the Successor Agency's enforceable obligations. The Settlement Agreement requires the City to forego the long term lease revenues generated by the properties.

**A. California's Great America Theme Park Ground Lease**

In June 1985, the former RDA acquired the Great America Theme Park (Theme Park) and entered into a management agreement with Kings Entertainment Company (Kings) to manage the Theme Park operations. The former RDA also entered into a Ground Lease and Assets Option Agreement (Option Agreement) with Kings Great America, Inc. (KGA), a wholly owned subsidiary of Kings.

In June 1989, the former RDA sold the Theme Park operations to Kings pursuant to the Option Agreement, as amended. The sale was effective retroactive to January 1, 1989. In addition to the Theme Park buildings, rides and equipment, Kings purchased all other operating assets and assumed all operating liabilities of the Theme Park as of January 1, 1989. Concurrent with the sale of the Theme Park, the former RDA as lessor, entered into a Ground Lease with First Refusal Purchase Rights (Ground Lease) with Kings pursuant to the Option Agreement, as amended, to lease the real property used in the operations of the Theme Park.

In August 1992, the former RDA assigned the Ground Lease to Paramount Parks, Inc. (Paramount) concurrent with Paramount's purchase of the operating assets of Kings. Paramount assumed the Ground Lease with no amendments or modifications. For the duration of the Ground Lease, and for 3 years after its expiration or termination, Paramount has the right to match any bona fide offer to buy or lease all or a portion of the leased property if the leased property is sold or leased for use as a theme park.

On May 22, 2006, Paramount's parent companies entered into a Purchase Agreement with Cedar Fair, L.P. (Cedar Fair), pursuant to which Cedar Fair agreed to purchase all of the outstanding capital stock of Paramount. Cedar Fair assumed the Ground Lease with no amendments or modifications.

The initial term of the Ground Lease expired on December 31, 2009. The Ground Lease has an option to extend for 3 additional terms of ten (10) years each. Cedar Fair exercised the first ten (10) year renewal option by letter notification to the former RDA received in December 2007. The City and Cedar Fair entered into the Fourth Amendment to Ground Lease with First Refusal Purchase Rights on January 1, 2012. Pursuant to the Fourth Amendment, Cedar Fair has additional options to extend the lease term until 2074.

The base rent under the Ground Lease is \$5.3 million annually, payable in quarterly installments of \$1.325 million, plus additional rent equal to the sum of 5% of the annual gross revenues of the Theme Park in excess of \$56 million up to \$100 million plus 7.5% of the annual gross revenues in excess of \$100 million. Lease revenues collected from July 1, 2012 to June 30, 2018 in the amount of \$35,629,510 were passed on to the Successor Agency.

On March 26, 2019, the City Council approved a purchase and sale agreement and other necessary related to the sale of the Great America Theme Park parcels. The transfer of the property was settled on June 28, 2019.

For the fiscal year ended June 30, 2019, Cedar Fair paid base rent of \$5.2 million, additional rent of \$1,174,034, the rent received in FY2018-19 has been passed on to the Successor Agency.

**CITY OF SANTA CLARA**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the year ended June 30, 2019**

**NOTE 22 – SUCCESSOR AGENCY LEASE AGREEMENTS (continued)**

**B. Techmart Office Building Ground Lease**

In May 1998, the former RDA entered into a long-term ground lease of the Techmart parcel with CarrAmerica. The lease has a 55 year term with options for two additional ten-year terms. The former RDA received \$1 million annual rent for each of the first ten years of the lease, which lease revenues were paid by the former RDA to the City pursuant to the First Amended Cooperation Agreement. Rent increases are scheduled as follows: 10% in the eleventh year and every five years thereafter during the initial term and 15% in the first and sixth year of each option term. Under the terms of the lease, CarrAmerica assumed responsibility for all taxes and assessments levied against the Techmart parcel and the Lessor's interest in the ground lease is unsubordinated to any other financing. On July 13, 2006, CarrAmerica merged with Nantucket Acquisition, Inc., a wholly owned subsidiary of The Blackstone Group; the terms and conditions of the lease agreement remain in effect.

Lease revenues collected from July 1, 2012 to June 30, 2018 in the amount of \$7,280,167 were passed on to the Successor Agency. For the fiscal year ended June 30, 2019, Lessee paid rent of \$1,331,000.

The following schedule summarizes the future lease payments to be received from the Techmart lease agreement:

<u>Fiscal Year</u>	<u>Amount</u>
2020	\$ 1,331,000
2021	1,331,000
2022	1,331,000
2023	1,342,092
2024	1,464,100
Thereafter	<u>55,117,846</u>
Total	<u>\$ 61,917,038</u>

**C. Hyatt Regency Hotel Ground Lease and Ballroom Lease**

In April 1985, the former RDA entered into a long-term ground lease with SCCC Associates (Lessee) for the development of a certain portion of that piece of land – the Bayshore North Redevelopment Project Area, and eventual operation of a high quality hotel and related facilities, amenities and improvements including one of the Ballrooms in the Convention Center. The lease is for an initial term of 50 years. The Lessee has options to renew the lease for four additional periods of ten years each and one additional period of nine years. In 2005, SHC New Santa Clara, LLC, the successor-in-interest to SCCC Associates at that time, sold the interest to Hyatt Equities, LLC. In 2013, Hyatt Equities, LLC. sold its interest to Inland American Lodging Acquisitions, Inc.; the terms and conditions of the lease agreements remain in effect. Under the terms of the lease, the former RDA is entitled to receive a specified amount of minimum rent subject to adjustment at times specified in the lease. Lessee may also have an obligation for additional rent calculated as a predetermined percentage of the hotel gross revenues which exceed the amount specified in the lease.

The Settlement Agreement states that a portion of the ground lease payments from the Hyatt Hotel are derived from the Convention Center Ballroom space rental and are not related to the Hyatt Hotel ground lease. The Settlement Agreement states the City shall retain all revenues generated from the Ballroom

**CITY OF SANTA CLARA**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**For the year ended June 30, 2019**

**NOTE 22 – SUCCESSOR AGENCY LEASE AGREEMENTS (continued)**

Agreement starting July 1, 2015. Lease revenues collected from July 1, 2012 to June 30, 2015 in the amount of \$921,270 were passed on to the Successor Agency. Additional information concerning the Ballroom Lease can be found in Note 4B.

Lease revenues collected from Hyatt from July 1, 2012 to June 30, 2018 in the amount of \$10,680,118 were passed on to the Successor Agency. For the fiscal year ended June 30, 2019, Lessee paid minimum rent of \$400,000 and \$1,712,828 in the additional rent.

The following schedule summarizes the approximate minimum future revenues to be received from this lease:

Fiscal Year	Ground Lease	
	Amount	
2020	\$	400,000
2021		400,000
2022		400,000
2023		400,000
2024		400,000
Thereafter		4,333,333
Total	\$	<u>6,333,333</u>

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## ***Required Supplementary Information***





<p style="text-align: center;"><b>CITY OF SANTA CLARA</b> <b>REQUIRED SUPPLEMENTARY INFORMATION</b></p>
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This part of the City of Santa Clara's Comprehensive Annual Report provides detailed information to better understand the data presented within the financial statements and note disclosures.

**SCHEDULE OF CHANGES IN THE NET PENSION LIABILITY AND RELATED RATIOS**

Discloses the changes and components of the net pension liability and related ratios, including the pension plan's fiduciary net position as a percentage of the total pension liability, and the net pension liability as a percentage of covered payroll.

**SCHEDULE OF PLAN CONTRIBUTIONS - PENSION PLAN**

Contains information of the employer's contractually required contribution rates, contributions to the pension plan and related ratios.

**SCHEDULE OF CHANGES IN THE NET OPEB LIABILITY AND RELATED RATIOS**

Discloses the changes and components of the net OPEB liability and related ratios, including OPEB's Plan Trust Fund net position as a percentage of the total OPEB liability, and the net OPEB liability as a percentage of covered employee payroll.

**SCHEDULE OF PLAN CONTRIBUTIONS - OPEB PLAN**

Contains information of the employer's contractually required contribution rates, contributions to the OPEB Plan and related ratios.

**SCHEDULE OF INVESTMENT RETURNS - OPEB PLAN TRUST FUND**

Contains information for the money-weighted rate of return for the OPEB Plan Trust Fund.

**SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL**

Presents the accompanying budget and actual comparison schedules in accordance with the budgetary process.

**CITY OF SANTA CLARA**  
**SCHEDULE OF CHANGES IN THE NET PENSION LIABILITY AND RELATED RATIOS**  
**MISCELLANEOUS PLAN, AN AGENT MULTIPLE-EMPLOYER DEFINED BENEFIT PENSION PLAN**  
**Last Ten Fiscal Years for the Measurement Periods Ended June 30 <sup>(1)</sup>**

Miscellaneous Plan

	2018	2017
<b>Total Pension Liability</b>		
Service cost	\$ 13,159,021	\$ 11,975,850
Interest	49,394,806	47,384,580
Changes of benefit terms	-	-
Changes of assumptions	(5,067,759)	37,018,109
Differences between expected and actual experience	10,229,369	(2,176,270)
Benefit payments, including refunds of employee contributions	(38,252,869)	(35,744,281)
Net change in total pension liability	29,462,568	58,457,988
Total pension liability - beginning	698,221,756	639,763,768
<b>Total pension liability - ending</b>	<b>\$ 727,684,324</b>	<b>\$ 698,221,756</b>
<b>Plan Fiduciary Net Position</b>		
Contributions - employer	\$ 22,508,822	\$ 22,015,885
Contributions - employee	5,957,917	5,247,078
Net investment income	36,908,188	44,308,442
Benefit payments, including refunds of employee contributions	(38,252,869)	(35,744,281)
Plan to plan resource movement	(1,065)	-
Administrative expense	(674,790)	(587,320)
Other Misc Income/(Expense) <sup>2</sup>	(1,281,438)	-
Net change in plan fiduciary net position	25,164,765	35,239,804
Plan fiduciary net position - beginning	433,036,406	397,796,602
<b>Plan fiduciary net position - ending</b>	<b>\$ 458,201,171</b>	<b>\$ 433,036,406</b>
<b>Net Pension Liability - ending</b>	<b>\$ 269,483,153</b>	<b>\$ 265,185,350</b>
Plan fiduciary net position as a percentage of the total pension liability	62.97%	62.02%
Covered payroll	\$ 75,515,390	\$ 71,285,526
Net pension liability as percentage of covered payroll	356.81%	371.95%

Notes to schedule:

(1) Fiscal year 2014-15 was the first year of implementation.

(2) During fiscal year 2017-18, as a result of GASB No. 75, Accounting and Financial Reporting for Postemployment Benefit Plans Other Than Pensions, CalPERS reported its proportionate share of activity related to postemployment benefits for participation in the State of California's agent OPEB plan. Accordingly, CalPERS recorded a one-time expense as a result of the adoption of GASB No. 75.

Additionally, CalPERS employees participate in various State of California agent pension plans and during fiscal year 2017-18, CalPERS recorded a correction to previously reported financial statements to properly reflect its proportionate share of activity related to pensions in accordance with GASB Statement No. 68, Accounting and Financial Reporting for Pension.

**Changes in assumptions:** In 2018, demographic assumptions and inflation rate were changed in accordance to the CalPERS Experience Study and Review of the Actuarial Assumptions December 2017. There were no changes in the discount rate. In 2017, the discount rate was reduced from 7.65% to 7.15%. In 2016, there were no changes. In 2015, amounts reported reflect an adjustment of the discount rate from 7.5% (net of administrative expense) to 7.65% (without a reduction for pension plan administrative expense). In 2014, amounts reported were based on the 7.5% discount rate.

**CITY OF SANTA CLARA**  
**SCHEDULE OF CHANGES IN THE NET PENSION LIABILITY AND RELATED RATIOS**  
**MISCELLANEOUS PLAN, AN AGENT MULTIPLE-EMPLOYER DEFINED BENEFIT PENSION PLAN**  
**Last Ten Fiscal Years for the Measurement Periods Ended June 30 <sup>(1)</sup>**

2016	2015	2014
\$ 10,415,730	\$ 9,909,421	\$ 10,345,749
46,283,869	44,755,550	42,969,016
-	-	-
-	(10,233,178)	-
(2,265,081)	108,957	-
(33,491,738)	(31,858,297)	(29,847,146)
20,942,780	12,682,453	23,467,619
618,820,988	606,138,535	582,670,916
<u>\$ 639,763,768</u>	<u>\$ 618,820,988</u>	<u>\$ 606,138,535</u>
\$ 18,464,042	\$ 15,625,285	\$ 14,887,751
5,151,548	4,755,791	5,439,513
2,186,435	9,037,882	61,358,126
(33,491,738)	(31,858,297)	(29,847,146)
(788)	(368)	-
(247,274)	(457,051)	-
-	-	-
(7,937,775)	(2,896,758)	51,838,244
405,734,377	408,631,135	356,792,891
<u>\$ 397,796,602</u>	<u>\$ 405,734,377</u>	<u>\$ 408,631,135</u>
<u>\$ 241,967,166</u>	<u>\$ 213,086,611</u>	<u>\$ 197,507,400</u>
62.18%	65.57%	67.42%
\$ 61,942,363	\$ 58,051,406	\$ 58,020,890
390.63%	367.07%	340.41%

**CITY OF SANTA CLARA**  
**SCHEDULE OF PLAN CONTRIBUTIONS**  
**MISCELLANEOUS PLAN, AN AGENT MULTIPLE-EMPLOYER DEFINED BENEFIT PENSION PLAN**  
**Last Ten Fiscal Years Ended June 30 <sup>(1)</sup>**

Miscellaneous Plan		
	2019	2018
Actuarially determined contribution	\$ 23,615,964	\$ 25,256,224
Contributions in relation to the actuarially determined contributions	(23,615,964)	(25,256,224)
Contribution deficiency (excess)	\$ -	\$ -
Covered payroll	\$ 81,872,333	\$ 75,515,390
Contributions as a percentage of covered payroll	28.84%	33.45%
Notes to schedule		
Valuation date	6/30/2016	6/30/2015

Methods and assumptions used to determine contribution rates:

Actuarial cost method	Entry age normal
Amortization method	Level percentage of payroll, closed
Remaining amortization period	28 years as of valuation date
Asset valuation method	5-year smoothed market
Inflation	2.75%
Salary increases	3.2% to 12.2% depending on age, service, and type of employment 7.5%, net of pension plan investment and administrative expenses; includes
Investment rate of return	inflation
Retirement age	The probabilities of Retirement are based on the 2014 CalPERS Experience Study for the period from 1997 to 2011
Mortality <sup>(2)</sup>	Derived using CalPERS' Membership Data for all Funds

(1) Fiscal year 2014-15 was the first year of implementation.

(2) The probabilities of mortality are based on the 2014 CalPERS Experience Study for the period from 1997 to 2011. Pre-retirement and post-retirement mortality rates include 20 years of projected mortality improvement using Scale BB published by the Society of Actuaries.

**CITY OF SANTA CLARA**  
**SCHEDULE OF PLAN CONTRIBUTIONS**  
**MISCELLANEOUS PLAN, AN AGENT MULTIPLE-EMPLOYER DEFINED BENEFIT PENSION PLAN**  
**Last Ten Fiscal Years Ended June 30 <sup>(1)</sup>**

2017	2016	2015
\$ 21,613,984	\$ 18,543,534	\$ 15,257,771
(21,613,984)	(18,543,534)	(15,257,771)
<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
\$ 71,285,526	\$ 61,942,363	\$ 58,051,406
30.32%	29.94%	26.28%
6/30/2014	6/30/2013	6/30/2012

**CITY OF SANTA CLARA**  
**SCHEDULE OF CHANGES IN THE NET PENSION LIABILITY AND RELATED RATIOS**  
**SAFETY PLAN, AN AGENT MULTIPLE-EMPLOYER DEFINED BENEFIT PENSION PLAN**  
**Last Ten Fiscal Years for the Measurement Periods Ended June 30 <sup>(1)</sup>**

Safety Plan

	2018	2017
<b>Total Pension Liability</b>		
Service cost	\$ 13,999,625	\$ 13,111,358
Interest	51,713,042	49,741,737
Changes of assumptions	(3,333,870)	40,842,398
Differences between expected and actual experience	5,782,119	(1,814,831)
Benefit payments, including refunds of employee contributions	(38,978,890)	(37,370,686)
Net change in total pension liability	29,182,026	64,509,976
Total pension liability - beginning	733,300,705	668,790,729
<b>Total pension liability - ending</b>	<b>\$ 762,482,731</b>	<b>\$ 733,300,705</b>
<b>Plan Fiduciary Net Position</b>		
Contributions - employer	\$ 20,510,633	\$ 19,580,881
Contributions - employee	5,395,755	4,913,868
Net investment income	40,902,179	49,621,113
Benefit payments, including refunds of employee contributions	(38,978,890)	(37,370,686)
Plan to plan resource movement	(1,182)	-
Administrative expense	(751,243)	(658,507)
Other Misc Income/(Expense) <sup>2</sup>	(1,426,623)	-
Net change in plan fiduciary net position	25,650,629	36,086,669
Plan fiduciary net position - beginning	482,098,778	446,012,109
<b>Plan fiduciary net position - ending</b>	<b>\$ 507,749,407</b>	<b>\$ 482,098,778</b>
<b>Net Pension Liability - ending</b>	<b>\$ 254,733,324</b>	<b>\$ 251,201,927</b>
Plan fiduciary net position as a percentage of the total pension liability	66.59%	65.74%
Covered payroll	\$ 47,569,993	\$ 47,064,869
Net pension liability as percentage of covered payroll	535.49%	533.74%

Notes to schedule:

(1) Fiscal year 2014-15 was the first year of implementation.

(2) During fiscal year 2017-18, as a result of GASB No. 75, Accounting and Financial Reporting for Postemployment Benefit Plans Other Than Pensions, CalPERS reported its proportionate share of activity related to postemployment benefits for participation in the State of California's agent OPEB plan. Accordingly, CalPERS recorded a one-time expense as a result of the adoption of GASB No. 75.

Additionally, CalPERS employees participate in various State of California agent pension plans and during fiscal year 2017-18, CalPERS recorded a correction to previously reported financial statements to properly reflect its proportionate share of activity related to pensions in accordance with GASB Statement No. 68, Accounting and Financial Reporting for Pension.

**Changes in assumptions:** In 2018, demographic assumptions and inflation rate were changed in accordance to the CalPERS Experience Study and Review of the Actuarial Assumptions December 2017. There were no changes in the discount rate. In 2017, the discount rate was reduced from 7.65% to 7.15%. In 2016, there were no changes. In 2015, amounts reported reflect an adjustment of the discount rate from 7.5% (net of administrative expense) to 7.65% (without a reduction for pension plan administrative expense). In 2014, amounts reported were based on the 7.5% discount rate.

**CITY OF SANTA CLARA**  
**SCHEDULE OF CHANGES IN THE NET PENSION LIABILITY AND RELATED RATIOS**  
**SAFETY PLAN, AN AGENT MULTIPLE-EMPLOYER DEFINED BENEFIT PENSION PLAN**  
**Last Ten Fiscal Years for the Measurement Periods Ended June 30 <sup>(1)</sup>**

2016	2015	2014
\$ 10,985,005	\$ 10,678,931	\$ 10,748,085
48,410,844	46,944,730	45,454,864
-	(11,249,844)	-
(3,491,487)	(3,604,245)	-
(35,868,203)	(34,372,454)	(33,072,631)
20,036,159	8,397,118	23,130,318
648,754,570	640,357,452	617,227,134
<u>\$ 668,790,729</u>	<u>\$ 648,754,570</u>	<u>\$ 640,357,452</u>
\$ 16,679,012	\$ 14,692,277	\$ 12,839,821
4,376,079	4,079,023	4,866,079
2,362,110	10,236,992	70,347,760
(35,868,203)	(34,372,454)	(33,072,631)
788	-	-
(279,579)	(516,273)	-
-	-	-
(12,729,793)	(5,880,435)	54,981,029
458,741,902	464,622,337	409,641,308
<u>\$ 446,012,109</u>	<u>\$ 458,741,902</u>	<u>\$ 464,622,337</u>
<u>\$ 222,778,620</u>	<u>\$ 190,012,668</u>	<u>\$ 175,735,115</u>
66.69%	70.71%	72.56%
\$ 41,116,053	\$ 38,909,866	\$ 38,845,554
541.83%	488.34%	452.39%



**CITY OF SANTA CLARA**  
**SCHEDULE OF PLAN CONTRIBUTIONS**  
**SAFETY PLAN, AN AGENT MULTIPLE-EMPLOYER DEFINED BENEFIT PENSION PLAN**  
**Last Ten Fiscal Years Ended June 30 <sup>(1)</sup>**

Safety Plan		
	2019	2018
Actuarially determined contribution	\$ 23,484,760	\$ 22,002,506
Contributions in relation to the actuarially determined contributions	(23,484,760)	(22,002,506)
Contribution deficiency (excess)	\$ -	\$ -
Covered payroll	\$ 50,808,770	\$ 47,569,993
Contributions as a percentage of covered payroll	46.22%	46.25%
Notes to schedule		
Valuation date	6/30/2016	6/30/2015

Methods and assumptions used to determine contribution rates:

Actuarial cost method	Entry age normal
Amortization method	Level percentage of payroll, closed
Remaining amortization period	28 years as of valuation date
Asset valuation method	5-year smoothed market
Inflation	2.75%
Salary increases	3.4% to 20% depending on age, service, and type of employment
Investment rate of return	7.5%, net of pension plan investment and administrative expenses; includes inflation
Retirement age	The probabilities of Retirement are based on the 2014 CalPERS Experience Study for the period from 1997 to 2011
Mortality <sup>(2)</sup>	Derived using CalPERS' Membership Data for all Funds

(1) Fiscal year 2014-15 was the first year of implementation.

(2) The probabilities of mortality are based on the 2014 CalPERS Experience Study for the period from 1997 to 2011. Pre-retirement and post-retirement mortality rates include 20 years of projected mortality improvement using Scale BB published by the Society of Actuaries.

**CITY OF SANTA CLARA**  
**SCHEDULE OF PLAN CONTRIBUTIONS**  
**SAFETY PLAN, AN AGENT MULTIPLE-EMPLOYER DEFINED BENEFIT PENSION PLAN**  
**Last Ten Fiscal Years Ended June 30 <sup>(1)</sup>**

2017	2016	2015
<u>\$ 19,735,867</u>	<u>\$ 17,365,058</u>	<u>\$ 14,776,850</u>
(19,735,867)	(17,365,058)	(14,776,850)
<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<u>\$ 47,064,869</u>	<u>\$ 41,116,053</u>	<u>\$ 38,909,866</u>
41.93%	42.23%	37.98%
6/30/2014	6/30/2013	6/30/2012

**CITY OF SANTA CLARA**  
**SCHEDULE OF CHANGES IN THE NET OPEB LIABILITY AND RELATED RATIOS**  
**OPEB PLAN, AN AGENT MULTIPLE-EMPLOYER DEFINED BENEFIT PLAN**  
**Last Ten Fiscal Years for the Measurement Periods Ended June 30 <sup>(1)</sup>**  
**(In Thousands)**

	2019	2018	2017
<b>Total OPEB Liability</b>			
Service cost	\$ 2,264	\$ 2,198	\$ 2,134
Interest	3,478	3,343	3,194
Differences between expected and actual experience	(1,644)	-	-
Changes of assumptions	(5,838)	-	-
Changes of benefit terms	-	-	-
Benefit payments including refunds	(3,096)	(3,036)	(2,034)
Net change in total OPEB liability	(4,836)	2,505	3,294
Total OPEB liability - beginning	65,516	63,011	59,717
<b>Total OPEB liability - ending</b>	<b>\$ 60,680</b>	<b>\$ 65,516</b>	<b>\$ 63,011</b>
<b>Plan Fiduciary Net Position</b>			
Contributions - employer	\$ 5,366	\$ 6,300	\$ 2,733
Net investment income	1,410	524	738
Benefit payments including refunds	(3,096)	(3,036)	(2,034)
Administrative expense	(91)	(71)	(73)
Net change in plan fiduciary net position	3,589	3,717	1,364
Plan fiduciary net position - beginning	18,945	15,228	13,864
<b>Plan fiduciary net position - ending</b>	<b>\$ 22,534</b>	<b>\$ 18,945</b>	<b>\$ 15,228</b>
<b>Net OPEB Liability - ending</b>	<b>\$ 38,146</b>	<b>\$ 46,571</b>	<b>\$ 47,783</b>
Plan fiduciary net position as a percentage of the total OPEB liability	37.1%	28.9%	24.2%
Covered-employee payroll	\$ 151,453	\$ 135,297	\$ 102,468
Net OPEB liability as percentage of covered payroll	25.2%	34.4%	46.6%

Notes to schedule:

(1) Fiscal year 2016-17 was the first year of implementation.

**CITY OF SANTA CLARA**  
**SCHEDULE OF PLAN CONTRIBUTIONS**  
**OPEB PLAN, AN AGENT MULTIPLE-EMPLOYER DEFINED BENEFIT PLAN**  
**Last Ten Fiscal Years Ended June 30<sup>(1)</sup>**  
**(In Thousands)**

	2019	2018	2017
Actuarially determined contribution	\$ 5,306	\$ 5,466	\$ 2,981
Contributions in relation to the actuarially determined contributions	5,366	6,300	2,981
Contribution deficiency (excess)	<u>\$ (60)</u>	<u>\$ (834)</u>	<u>\$ -</u>
Covered-employee payroll	151,453	\$ 135,297	\$ 102,468
Contributions as a percentage of covered payroll	3.5%	4.7%	2.9%

Notes to schedule:

(1) Fiscal year 2016-17 was the first year of implementation.

## CITY OF SANTA CLARA

### Notes to Schedule of Employer Contribution (OPEB Plan)

Methods and Assumptions for 2018-19 Actuarially Determine Contributions	
Actuarial valuation date	June 30, 2016
Actuarial cost method	Entry Age Normal , Level Percentage of Payroll
Amortization method	Level percent of payroll
Unfunded liability amortization	30 years (closed period) for initial UAAL
	(22 Years remaining on June 30, 2017)
	15 years (open period) for method, assumption, plan changes, and gains and losses
	Maximum 30-year combined period
	Investment gains and losses spread over a 5-year rolling period.
Asset valuation method	Not less than 80% nor greater than 120% of market value
Discount rate	5.25%
General inflation	3.00%
Healthcare trend	Non-Medicare - 6.5% increase in 2018
	scaling down to 5.0% in 2021
	Medicare - 6.7% increase in 2018
	scaling down to 5.0% in 2021
Mortality	CalPERS 1997-2011 Experience Study
Mortality improvement	Mortality improvement projection with Scale MP-14 with 15 year convergence in 2022

**CITY OF SANTA CLARA**  
**SCHEDULE OF INVESTMENT RETURNS**  
**OPEB PLAN, AN AGENT MULTIPLE-EMPLOYER DEFINED BENEFIT PLAN**  
**Last Ten Fiscal Years for the Measurement Periods Ended June 30<sup>(1)</sup>**

	<u>2019</u>	<u>2018</u>	<u>2017</u>
Annual money-weighted rate of return, net of investment expense	6.66%	3.26%	5.10%

Notes to schedule:

(1) Fiscal year 2016-17 was the first year of implementation.

**CITY OF SANTA CLARA**  
**GENERAL FUND**  
**SCHEDULE OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCES**  
**BUDGET AND ACTUAL (NON-GAAP LEGAL BASIS)**  
**For the year ended June 30, 2019**

	<b>Budgeted Amounts</b>		<b>Actual Amounts</b>	<b>Variance with</b>
	<b>Original</b>	<b>Final</b>	<b>Budgetary Basis</b>	<b>Final Budget Positive (Negative)</b>
<b>REVENUES</b>				
Taxes:				
Sales	\$ 56,530,000	\$ 56,530,000	\$ 68,797,354	\$ 12,267,354
Ad valorem	60,300,000	60,300,000	58,614,758	(1,685,242)
Transient occupancy	21,000,000	21,000,000	26,558,027	5,558,027
Other	6,287,638	6,287,638	6,945,602	657,964
Licenses, permits, fines and penalties	11,278,500	11,313,181	16,452,743	5,139,562
Intergovernmental	702,000	1,697,551	17,718,897	16,021,346
Charges for services	40,169,930	41,535,249	45,780,622	4,245,373
Contributions in-lieu of taxes	23,094,590	23,094,590	21,304,288	(1,790,302)
Interest and rents	15,063,022	15,077,087	15,454,028	376,941
Other	757,308	857,308	4,412,810	3,555,502
Total Revenues	235,182,988	237,692,604	282,039,129	44,346,525
<b>EXPENDITURES</b>				
General Government:				
General Administration	31,946,359	34,062,573	25,661,313	8,401,260
City Clerk	1,872,604	2,065,604	1,478,503	587,101
City Attorney	2,129,011	2,129,011	1,963,987	165,024
Human Resources	3,640,473	3,640,473	3,414,716	225,757
Finance	11,734,247	12,225,764	11,729,936	495,828
Total General Government	51,322,694	54,123,425	44,248,455	9,874,970
Public Works	25,446,506	25,512,662	24,882,363	630,299
Parks and Recreation	19,447,561	19,453,261	19,330,180	123,081
Public Safety:				
Police	68,446,889	67,179,289	62,977,747	4,201,542
Fire	46,683,831	50,583,831	50,578,448	5,383
Total Public Safety	115,130,720	117,763,120	113,556,195	4,206,925
Planning and Inspection	13,385,691	13,572,278	11,338,530	2,233,748
Library	10,426,621	10,426,621	10,163,326	263,295
Total Expenditures	235,159,793	240,851,367	223,519,049	17,332,318

**CITY OF SANTA CLARA**  
**GENERAL FUND**  
**SCHEDULE OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCES**  
**BUDGET AND ACTUAL (NON-GAAP LEGAL BASIS)**  
**For the year ended June 30, 2019**  
**(continued)**

	<b>Budgeted Amounts</b>		<b>Actual Amounts</b>	<b>Variance with</b>
	<b>Original</b>	<b>Final</b>	<b>Budgetary Basis</b>	<b>Final Budget Positive (Negative)</b>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	23,195	(3,158,763)	58,520,080	61,678,843
OTHER FINANCING SOURCES (USES)				
Transfers in	1,501,250	1,501,250	1,712,039	210,789
Transfers (out)	(14,315,619)	(27,706,277)	(27,812,186)	(105,909)
Total Other Financing Sources (Uses)	(12,814,369)	(26,205,027)	(26,100,147)	104,880
EXCESS (DEFICIENCY) OF REVENUES AND OTHER SOURCES OVER EXPENDITURES AND OTHER USES - BUDGETARY BASIS	<u>\$ (12,791,174)</u>	<u>\$ (29,363,790)</u>	\$ 32,419,933	<u>\$ 61,783,723</u>
ADJUSTMENTS TO BUDGETARY BASIS:				
Prior year encumbrances recognized on the GAAP basis			(5,835,921)	
Current year encumbrances recognized on the budgetary basis			6,508,711	
Net change in receivables recognized on the GAAP basis			55,847	
Net change in accrued liabilities recognized on the GAAP basis			(38,765)	
Net change in funds for GAAP Basis not included in annual budget			(291,247)	
Beginning Fund balance			195,774,500	
Ending Fund balance			<u>\$ 228,593,058</u>	



**CITY OF SANTA CLARA**  
**SANTA CLARA HOUSING SUCCESSOR**  
**SCHEDULE OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCES**  
**BUDGET AND ACTUAL (NON-GAAP LEGAL BASIS)**  
**For the year ended June 30, 2019**

	<u>Budgeted Amounts</u>		<u>Actual Amount</u> <u>Budgetary Basis</u>	<u>Variance</u>
	<u>Original</u>	<u>Final</u>		<u>Positive</u> <u>(Negative)</u>
REVENUES				
Interest and rents	\$ 50,000	\$ 50,000	\$ 321,969	\$ 271,969
Other	500,000	500,000	1,905,880	1,405,880
Total Revenues	<u>581,000</u>	<u>581,000</u>	<u>2,227,849</u>	<u>1,646,849</u>
EXPENDITURES				
Current:				
General Administration				
Salary & benefits	196,827	196,827	259,422	(62,595)
Material, service & supplies	491,500	491,500	200,903	290,597
Total General Administration	<u>688,327</u>	<u>688,327</u>	<u>460,325</u>	<u>228,002</u>
Total Expenditures	<u>688,327</u>	<u>688,327</u>	<u>460,325</u>	<u>228,002</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	<u>(107,327)</u>	<u>(107,327)</u>	<u>1,767,524</u>	<u>1,874,851</u>
OTHER FINANCING SOURCES (USES)				
EXCESS (DEFICIENCY) OF REVENUES AND OTHER SOURCES OVER EXPENDITURES AND OTHER USES	<u>\$ (107,327)</u>	<u>\$ (107,327)</u>	<u>1,767,524</u>	<u>\$ 1,874,851</u>
ADJUSTMENTS TO BUDGETARY BASIS:				
Expenditures of prior year encumbrances recognized on the GAAP basis			(225,000)	
Current year encumbrances recognized on the budgetary basis			53,817	
Net change in accrued liabilities recognized on the GAAP basis			82,937	
Beginning Fund balance			<u>29,523,103</u>	
Ending Fund balance			<u>\$ 31,202,381</u>	

**CITY OF SANTA CLARA**  
**NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**  
**June 30, 2019**

**NOTE 1 – REQUIRED SUPPLEMENTARY INFORMATION**

**A. BUDGETS AND BUDGETARY ACCOUNTING**

The results of operations are presented in the budget and actual comparison statement in accordance with the budgetary process (budgetary basis) to provide a meaningful comparison with the budget.

The major differences between the budgetary basis actual and GAAP basis actual are as follows:

- Year-end encumbrances are recognized as the equivalent of expenditures in the budgetary basis financial statements, while encumbered amounts are not recognized as expenditures on the GAAP basis until the liability is incurred.
- Expenditures of prior year encumbrances are recognized on the GAAP basis in the current year, while on the budgetary basis prior year encumbrances were recognized in the prior year.
- Accrued liabilities and compensated absences are recognized on the GAAP basis, while the budgetary basis does not recognize accrued liabilities.
- Revenues considered susceptible to accrual on the GAAP basis are not recognized on the budgetary basis until received.
- Special item resulted from dissolution of the Agency are included in the City's GAAP basis financial statements. However, formal budgets are not prepared for non-cash transactions, and as such are excluded from the budgetary basis financial schedules.
- Increases to certain GAAP basis advances to other funds are treated as expenditures for budgetary basis financial statements.
- Component units and proprietary funds included in the City's basic financial statements, for which no annual budgets are prepared, are excluded from the budgetary basis financial statements.

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## *Supplementary Information*



<p style="text-align: center;"><b>CITY OF SANTA CLARA</b> <b>NON-MAJOR GOVERNMENTAL FUNDS</b></p>
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SPECIAL REVENUE FUNDS

GAS TAX

The fund accounts for revenues and expenditures received from the State under Street and Highways Codes Sections 2105 (Gas Tax 2105), 2106 (Collier-Unruh) and 2107 (Special Gas Tax) and from the State under the Road Repair and Accountability Act of 2017 under the Streets and Highways Code Section 2030. The allocations must be spent for street maintenance or construction and a limited amount for engineering.

HUD PROGRAMS

This fund accounts for grant funds received from other governmental agencies for the purpose of developing viable urban communities.

CITY AFFORDABLE HOUSING

This fund accounts for the City's Below Market Housing Program for low and moderate income residents.

SANTA CLARA HOUSING AUTHORITY FUND

On February 22, 2011, the Santa Clara Housing Authority (SCHA), a special revenue fund, was established to account for housing loans to assist in providing affordable housing. On March 8, 2011, the City, former RDA, and the SCHA executed an assignment and assumption agreement whereby the SCHA assumed responsibility for housing loans for qualifying individuals and groups. Loans assigned were made under various programs; substantially all are long-term in nature.

MAINTENANCE

This fund accounts for the maintenance of two Parking Districts located near the City's Convention Center and the downtown area. Funds are received by means of a Special Benefit Assessment levied against the property owners in the respective districts.

OPERATING GRANTS FUND

This fund accounts for grant funds received from other governmental agencies for various operating activities.

DEBT SERVICE FUNDS

PUBLIC FACILITIES FINANCING CORPORATION (PFFC)

This fund accumulates monies for the repayment of Certificates of Participation, which are financed by lease payments made by the City's General Fund to the PFFC for use of the Police Administration Building and Library sites.

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<p style="text-align: center;"><b>CITY OF SANTA CLARA</b> <b>NON-MAJOR GOVERNMENTAL FUNDS (continued)</b></p>
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CAPITAL PROJECTS FUNDS

PARKS AND RECREATION FACILITIES

This fund was established to account for revenues, contributions and reimbursements received and costs incurred in connection with the acquisition and construction of the City parks.

STREETS AND HIGHWAYS IMPROVEMENT

This fund is used to account for revenues and expenditures related to road construction and traffic improvements.

STORM DRAIN IMPROVEMENT

This fund is used to account for revenues and expenditures related to the construction or modification of the City's storm drainage system.

FIRE DEPARTMENT IMPROVEMENT

This fund is used to account for revenues and expenditures related to the construction or modification of City fire stations.

LIBRARY DEPARTMENT IMPROVEMENT

This fund is used to account for revenues and expenditures related to the construction or modification of the City's library facilities.

PUBLIC FACILITIES

This fund is used to account for revenues and expenditures related to the construction, acquisition or modification of public improvements not accounted for in another Capital Projects Fund.

STREET BEAUTIFICATION

This fund is used to account for revenues and expenditures related to the landscaping of City streets.

SPECIAL ASSESSMENTS

Special Assessment District funds are used to finance public improvements deemed to benefit the properties against which special assessments are made.



**CITY OF SANTA CLARA**  
**NON-MAJOR GOVERNMENTAL FUNDS**  
**COMBINING BALANCE SHEET**  
**June 30, 2019**

**SPECIAL REVENUE FUNDS**

	<u>Gas Tax</u>	<u>HUD Programs</u>	<u>City Affordable Housing</u>
<b>ASSETS</b>			
Cash and investments:			
Pooled cash and investments	\$ 1,105,653	\$ 1,317,595	\$ 8,689,444
Investments with fiscal agent - current	-	-	-
Restricted cash	-	-	-
Receivables (net of allowance for uncollectibles):			
Accounts	-	-	-
Loans	-	11,872,811	27,748,136
Intergovernmental	624,460	2,147,483	-
Investments with fiscal agent - noncurrent	-	-	-
Total Assets	<u>\$ 1,730,113</u>	<u>\$ 15,337,889</u>	<u>\$ 36,437,580</u>
<b>LIABILITIES</b>			
Accrued liabilities	\$ -	\$ 404,727	\$ 159,915
Advances from other funds	-	-	-
Total Liabilities	<u>-</u>	<u>404,727</u>	<u>159,915</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Unavailable revenue - Loans	-	11,872,811	27,748,136
Unavailable revenue - Grants	-	1,739,364	-
Total Deferred Inflows of Resources	<u>-</u>	<u>13,612,175</u>	<u>27,748,136</u>
<b>FUND BALANCES</b>			
Restricted	1,730,113	1,320,987	8,529,529
Committed	-	-	-
Total Fund Balances	<u>1,730,113</u>	<u>1,320,987</u>	<u>8,529,529</u>
Total Liabilities, Deferred Inflows of Resources and Fund Balances	<u>\$ 1,730,113</u>	<u>\$ 15,337,889</u>	<u>\$ 36,437,580</u>

**CITY OF SANTA CLARA**  
**NON-MAJOR GOVERNMENTAL FUNDS**  
**COMBINING BALANCE SHEET**  
**June 30, 2019**

<b>SPECIAL REVENUE FUNDS</b>			<b>DEBT SERVICE FUND</b>
<b>Santa Clara Housing Authority</b>	<b>Maintenance</b>	<b>Operating Grants Fund</b>	<b>Public Facilities Financing Corp.</b>
\$ 3,301,832	\$ 659,367	\$ 710,546	\$ 794,338
-	-	-	485
-	259,919	-	-
-	-	-	-
6,972,978	-	-	-
-	-	222,146	-
-	-	-	711,662
<u>\$ 10,274,810</u>	<u>\$ 919,286</u>	<u>\$ 932,692</u>	<u>\$ 1,506,485</u>
\$ 75	\$ 42,956	\$ 120,986	\$ -
-	-	-	-
<u>75</u>	<u>42,956</u>	<u>120,986</u>	<u>-</u>
6,972,978	-	-	-
-	-	-	-
<u>6,972,978</u>	<u>-</u>	<u>-</u>	<u>-</u>
-	876,330	811,706	1,506,485
<u>3,301,757</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>3,301,757</u>	<u>876,330</u>	<u>811,706</u>	<u>1,506,485</u>
<u>\$ 10,274,810</u>	<u>\$ 919,286</u>	<u>\$ 932,692</u>	<u>\$ 1,506,485</u>

**CITY OF SANTA CLARA**  
**NON-MAJOR GOVERNMENTAL FUNDS**  
**COMBINING BALANCE SHEET**  
**June 30, 2019 (continued)**

	<b>CAPITAL PROJECTS FUNDS</b>		
	<b>Parks and Recreation Facilities</b>	<b>Streets and Highways Improvement</b>	<b>Storm Drain Improvement</b>
<b>ASSETS</b>			
Cash and investments:			
Pooled cash and investments	\$ 35,236,849	\$ 32,433,648	\$ 3,034,836
Investments with fiscal agent - current	-	-	-
Restricted cash	-	2,119,292	-
Receivables (net of allowance for uncollectibles):			
Accounts	-	-	100,667
Loans	-	-	-
Intergovernmental	33,009	138,920	-
Investments with fiscal agent - noncurrent	-	-	-
Total Assets	<u>\$ 35,269,858</u>	<u>\$ 34,691,860</u>	<u>\$ 3,135,503</u>
<b>LIABILITIES</b>			
Accrued liabilities	\$ 2,478,502	\$ 2,425,834	\$ 156,642
Advances from other funds	10,130,273	-	-
Total Liabilities	<u>12,608,775</u>	<u>2,425,834</u>	<u>156,642</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Unavailable revenue - Loans	-	-	-
Unavailable revenue - Grants	-	-	-
Total Deferred Inflows of Resources	<u>-</u>	<u>-</u>	<u>-</u>
<b>FUND BALANCES</b>			
Restricted	10,512,247	26,537,929	586,578
Committed	12,148,836	5,728,097	2,392,283
Total Fund Balances	<u>22,661,083</u>	<u>32,266,026</u>	<u>2,978,861</u>
Total Liabilities, Deferred Inflows of Resources and Fund Balances	<u>\$ 35,269,858</u>	<u>\$ 34,691,860</u>	<u>\$ 3,135,503</u>

**CITY OF SANTA CLARA**  
**NON-MAJOR GOVERNMENTAL FUNDS**  
**COMBINING BALANCE SHEET**  
**June 30, 2019 (continued)**

<b>CAPITAL PROJECTS FUNDS</b>					
<b>Fire Department Improvement</b>	<b>Library Department Improvement</b>	<b>Public Facilities</b>	<b>Street Beautification</b>	<b>Special Assessments</b>	<b>Total Non-Major Governmental Funds</b>
\$ 724,665	\$ 243,880	\$ 23,296,613	\$ -	\$ 1,075,998	\$ 112,625,264
-	-	-	-	-	485
-	-	-	-	-	2,379,211
-	-	64,371	-	-	165,038
-	-	-	-	-	46,593,925
-	-	-	-	-	3,166,018
-	-	-	-	-	711,662
<u>\$ 724,665</u>	<u>\$ 243,880</u>	<u>\$ 23,360,984</u>	<u>\$ -</u>	<u>\$ 1,075,998</u>	<u>\$ 165,641,603</u>
\$ 64,518	\$ 9,246	\$ 370,450	\$ -	\$ -	\$ 6,233,851
-	-	-	-	-	10,130,273
<u>64,518</u>	<u>9,246</u>	<u>370,450</u>	<u>-</u>	<u>-</u>	<u>16,364,124</u>
-	-	-	-	-	46,593,925
-	-	-	-	-	1,739,364
<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>48,333,289</u>
-	-	2,111,809	-	1,075,998	55,599,711
<u>660,147</u>	<u>234,634</u>	<u>20,878,725</u>	<u>-</u>	<u>-</u>	<u>45,344,479</u>
<u>660,147</u>	<u>234,634</u>	<u>22,990,534</u>	<u>-</u>	<u>1,075,998</u>	<u>100,944,190</u>
<u>\$ 724,665</u>	<u>\$ 243,880</u>	<u>\$ 23,360,984</u>	<u>\$ -</u>	<u>\$ 1,075,998</u>	<u>\$ 165,641,603</u>

**CITY OF SANTA CLARA**  
**NON-MAJOR GOVERNMENTAL FUNDS**  
**COMBINING STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCES**  
**For the year ended June 30, 2019**

	<b>SPECIAL REVENUE FUNDS</b>		
	<b>Gas Tax</b>	<b>HUD Programs</b>	<b>City Affordable Housing</b>
REVENUES			
Intergovernmental	\$ 4,877,960	\$ 1,001,527	\$ 1,000
Charges for services	-	-	6,550
Interest and rents	253,181	14,604	131,724
Other	-	570,428	239,288
Total Revenues	5,131,141	1,586,559	378,562
EXPENDITURES			
Current:			
General Administration	-	2,046,868	480,672
Public Works	-	-	-
Parks and Recreation	-	-	-
Public Safety:			
Police	-	-	-
Fire	-	-	-
Library	-	-	-
Capital outlay	-	-	-
Debt service:			
Principal payments	-	-	-
Interest and fiscal fees	-	-	-
Total Expenditures	-	2,046,868	480,672
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	5,131,141	(460,309)	(102,110)
OTHER FINANCING SOURCES (USES)			
Transfers in	-	-	-
Transfers (out)	(14,749,857)	-	-
Total Other Financing Sources (Uses)	(14,749,857)	-	-
NET CHANGE IN FUND BALANCE	(9,618,716)	(460,309)	(102,110)
Fund balances - beginning	11,348,829	1,781,296	8,631,639
Fund balances - ending	\$ 1,730,113	\$ 1,320,987	\$ 8,529,529

**CITY OF SANTA CLARA**  
**NON-MAJOR GOVERNMENTAL FUNDS**  
**COMBINING STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCES**  
**For the year ended June 30, 2019**

<b>SPECIAL REVENUE FUNDS</b>			<b>DEBT SERVICE FUND</b>
<b>Santa Clara Housing Authority</b>	<b>Maintenance</b>	<b>Operating Grants Fund</b>	<b>Public Facilities Financing Corp.</b>
\$ -	\$ -	\$ 930,481	\$ -
-	868,429	66,278	-
47,847	10,694	-	15,305
354,929	-	-	-
402,776	879,123	996,759	15,305
72,344	-	-	-
-	1,739,890	-	-
-	-	130,117	-
-	-	353,806	-
-	-	230,136	-
-	-	76,611	-
-	-	204,691	-
-	-	-	1,786,000
-	-	-	712,141
72,344	1,739,890	1,175,152	2,498,141
330,432	(860,767)	(178,393)	(2,482,836)
-	882,133	195,750	2,501,494
-	-	(62)	-
-	882,133	195,688	2,501,494
330,432	21,366	17,295	18,658
2,971,325	854,964	794,411	1,487,827
\$ 3,301,757	\$ 876,330	\$ 811,706	\$ 1,506,485

**CITY OF SANTA CLARA**  
**NON-MAJOR GOVERNMENTAL FUNDS**  
**COMBINING STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCES**  
**For the year ended June 30, 2019 (continued)**

	<b>CAPITAL PROJECTS FUNDS</b>		
	<b>Parks and Recreation Facilities</b>	<b>Streets and Highways Improvement</b>	<b>Storm Drain Improvement</b>
<b>REVENUES</b>			
Intergovernmental	\$ 33,009	\$ 5,419,803	\$ -
Charges for services	-	-	1,441,021
Interest and rents	325,108	278,914	8,845
Other	4,553,214	2,062,765	-
Total Revenues	4,911,331	7,761,482	1,449,866
<b>EXPENDITURES</b>			
Current:			
General Administration	-	-	-
Public Works	-	5,117,741	215,734
Parks and Recreation	185,809	-	-
Public Safety:			
Police	-	-	-
Fire	-	-	-
Library	-	-	-
Capital outlay	10,647,044	9,168,496	343,016
Debt service:			
Principal payments	-	-	-
Interest and fiscal fees	-	-	-
Total Expenditures	10,832,853	14,286,237	558,750
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	<b>(5,921,522)</b>	<b>(6,524,755)</b>	<b>891,116</b>
<b>OTHER FINANCING SOURCES (USES)</b>			
Transfers in	940,000	15,940,899	1,645,000
Transfers (out)	(34,616)	-	(1,647,000)
Total Other Financing Sources (Uses)	905,384	15,940,899	(2,000)
<b>NET CHANGE IN FUND BALANCE</b>	<b>(5,016,138)</b>	<b>9,416,144</b>	<b>889,116</b>
Fund balances - beginning	27,677,221	22,849,882	2,089,745
Fund balances - ending	\$ 22,661,083	\$ 32,266,026	\$ 2,978,861

**CITY OF SANTA CLARA**  
**NON-MAJOR GOVERNMENTAL FUNDS**  
**COMBINING STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCES**  
**For the year ended June 30, 2019 (continued)**

<b>CAPITAL PROJECTS FUNDS</b>					
<b>Fire Department Improvement</b>	<b>Library Department Improvement</b>	<b>Public Facilities</b>	<b>Street Beautification</b>	<b>Special Assessments</b>	<b>Total Non-Major Governmental Funds</b>
\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,263,780
-	-	-	-	-	2,382,278
-	-	-	-	7,655	1,093,877
-	-	361,275	-	-	8,141,899
-	-	361,275	-	7,655	23,881,834
-	-	5,670,091	-	-	8,269,975
-	-	-	-	-	7,073,365
-	-	-	-	-	315,926
-	-	-	-	-	353,806
454,292	-	-	-	-	684,428
-	12,090	-	-	-	88,701
5,618	1,219,140	8,640,543	-	-	30,228,548
-	-	-	-	-	1,786,000
-	-	-	-	-	712,141
459,910	1,231,230	14,310,634	-	-	49,692,681
(459,910)	(1,231,230)	(13,949,359)	-	7,655	(25,810,847)
673,000	220,000	18,618,667	-	-	41,616,943
(116,487)	(59,619)	(140,068)	(354,317)	-	(17,102,026)
556,513	160,381	18,478,599	(354,317)	-	24,514,917
96,603	(1,070,849)	4,529,240	(354,317)	7,655	(1,295,930)
563,544	1,305,483	18,461,294	354,317	1,068,343	102,240,120
\$ 660,147	\$ 234,634	\$ 22,990,534	\$ -	\$ 1,075,998	\$ 100,944,190



**CITY OF SANTA CLARA  
SPECIAL REVENUE FUNDS  
SCHEDULE OF REVENUES, EXPENDITURES  
AND CHANGES IN FUND BALANCES  
BUDGET AND ACTUAL (NON-GAAP LEGAL BASIS)  
For the year ended June 30, 2019**

	<b>Maintenance</b>		
	<b>Budget</b>	<b>Actual Amount Budgetary Basis</b>	<b>Variance Positive (Negative)</b>
REVENUES			
Charges for services	\$ 868,549	\$ 868,429	\$ (120)
Interest and rents	2,179	10,694	8,515
Other	-	-	-
Total Revenues	<u>870,728</u>	<u>879,123</u>	<u>8,395</u>
EXPENDITURES			
Current:			
Total Public Works	<u>2,006,633</u>	<u>1,823,019</u>	<u>183,614</u>
Total Expenditures	<u>2,006,633</u>	<u>1,823,019</u>	<u>183,614</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	<u>(1,135,905)</u>	<u>(943,896)</u>	<u>192,009</u>
OTHER FINANCING SOURCES (USES)			
Transfers in	<u>882,133</u>	<u>882,133</u>	<u>-</u>
Total Other Financing Sources (Uses)	<u>882,133</u>	<u>882,133</u>	<u>-</u>
EXCESS (DEFICIENCY) OF REVENUES AND OTHER SOURCES OVER EXPENDITURES AND OTHER USES	<u>\$ (253,772)</u>	<u>(61,763)</u>	<u>\$ 192,009</u>
ADJUSTMENTS TO BUDGETARY BASIS:			
Expenditures of prior year encumbrances recognized on the GAAP basis		(102,172)	
Current year encumbrances recognized on the budgetary basis		158,315	
Net change in accrued liabilities recognized on the GAAP basis		26,986	
Beginning Fund balance		<u>854,964</u>	
Ending Fund balance		<u>\$ 876,330</u>	

<p style="text-align: center;"><b>CITY OF SANTA CLARA</b> <b>NON-MAJOR ENTERPRISE FUNDS</b></p>
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Non-Major Enterprise Funds are used to finance and account for operations and activities performed by designated departments in the City or through third party agreements.

**SOLID WASTE FUND**

This fund accounts for the administration of the City's garbage and rubbish collection service.

**CEMETERY FUND**

This fund accounts for the activities of the Mission City Memorial Park.

**SANTA CLARA GOLF AND TENNIS CLUB FUND (SCG&TC)**

The SCG&TC was established in 1984 to account for the operations of the City's Public Golf Course or through third party agreements.

**SANTA CLARA CONVENTION CENTER FUND**

The Santa Clara Convention Center Fund was established in 1984 to account for the operations of the City's Convention Center or through third party agreements.

**SPORTS AND OPEN SPACE AUTHORITY FUND (SOSA)**

SOSA was created by the City Council in 1974 for the acquisition and development of open space within the City and the development of local sports activities.

**CITY OF SANTA CLARA**  
**NON-MAJOR ENTERPRISE FUNDS**  
**COMBINING STATEMENT OF NET POSITION**  
**June 30, 2019**

	<u>Solid Waste</u>	<u>Cemetery</u>	<u>Santa Clara Golf and Tennis Club</u>
ASSETS			
Current assets:			
Cash and investments:			
Pooled cash and investments	\$ 4,950,275	\$ 1,722,988	\$ 1,138,263
Receivables (net of allowance for uncollectible):			
Accounts	3,861,926	-	-
Due from other funds	-	201,407	-
Materials, supplies and prepaids	-	-	39,081
Total current assets	<u>8,812,201</u>	<u>1,924,395</u>	<u>1,177,344</u>
Noncurrent assets:			
Restricted cash	1,370,747	-	-
Capital assets:			
Land	-	1,096,874	-
Buildings, infrastructure and land improvements	127,362	1,280,641	23,832,610
Equipment	43,670	33,837	623,404
	<u>171,032</u>	<u>2,411,352</u>	<u>24,456,014</u>
Less accumulated depreciation	69,808	1,126,508	23,770,999
Net capital assets	<u>101,224</u>	<u>1,284,844</u>	<u>685,015</u>
Total noncurrent assets	<u>1,471,971</u>	<u>1,284,844</u>	<u>685,015</u>
Total assets	<u>10,284,172</u>	<u>3,209,239</u>	<u>1,862,359</u>
DEFERRED OUTFLOWS OF RESOURCES			
Pension related items	708,286	205,490	-
Total deferred outflows of resources	<u>708,286</u>	<u>205,490</u>	<u>-</u>

**CITY OF SANTA CLARA**  
**NON-MAJOR ENTERPRISE FUNDS**  
**COMBINING STATEMENT OF NET POSITION**  
**June 30, 2019**

<u>Santa Clara Convention Center</u>	<u>Sports and Open Space Authority</u>	<u>TOTAL Non-Major Enterprise Funds</u>
\$ 5,856,848	\$ 65,750	\$ 13,734,124
1,108,227	-	4,970,153
-	-	201,407
-	-	39,081
<u>6,965,075</u>	<u>65,750</u>	<u>18,944,765</u>
1,291,033	-	2,661,780
-	1,995,998	3,092,872
78,353,492	-	103,594,105
<u>2,905,580</u>	<u>-</u>	<u>3,606,491</u>
81,259,072	1,995,998	110,293,468
<u>55,629,637</u>	<u>-</u>	<u>80,596,952</u>
<u>25,629,435</u>	<u>1,995,998</u>	<u>29,696,516</u>
<u>26,920,468</u>	<u>1,995,998</u>	<u>32,358,296</u>
<u>33,885,543</u>	<u>2,061,748</u>	<u>51,303,061</u>
-	-	913,776
<u>-</u>	<u>-</u>	<u>913,776</u>
<b>(continued)</b>		

**CITY OF SANTA CLARA**  
**NON-MAJOR ENTERPRISE FUNDS**  
**COMBINING STATEMENT OF NET POSITION**  
**June 30, 2019**

	<b>Solid Waste</b>	<b>Cemetery</b>	<b>Santa Clara Golf and Tennis Club</b>
<b>LIABILITIES</b>			
Current liabilities:			
Accrued liabilities	2,169,063	12,162	1,032,627
Unearned revenue	-	-	-
Accrued compensated absences	5,707	10,962	-
Current portion of landfill closure liability	490,000	-	-
Total current liabilities	<u>2,664,770</u>	<u>23,124</u>	<u>1,032,627</u>
Noncurrent liabilities:			
Advance from other funds	-	5,663,976	4,224,133
Long-term compensated absences	64,954	124,759	-
Landfill closure liability	4,392,488	-	-
Net OPEB liability	617,966	179,286	-
Net pension liability	4,365,625	1,266,570	-
Total noncurrent liabilities	<u>9,441,033</u>	<u>7,234,591</u>	<u>4,224,133</u>
Total liabilities	<u>12,105,803</u>	<u>7,257,715</u>	<u>5,256,760</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>			
OPEB related items	102,821	29,830	-
Pension related items	68,972	20,011	-
Total deferred inflows of resources	<u>171,793</u>	<u>49,841</u>	<u>-</u>
<b>NET POSITION</b>			
Net investment in capital assets	101,224	1,284,844	685,015
Restricted for capital projects and other agreements	1,370,747	1,616,270	-
Unrestricted	<u>(2,757,109)</u>	<u>(6,793,941)</u>	<u>(4,079,416)</u>
Total net position (deficit)	<u>\$ (1,285,138)</u>	<u>\$ (3,892,827)</u>	<u>\$ (3,394,401)</u>

**CITY OF SANTA CLARA**  
**NON-MAJOR ENTERPRISE FUNDS**  
**COMBINING STATEMENT OF NET POSITION**  
**June 30, 2019**

<b>Santa Clara Convention Center</b>	<b>Sports and Open Space Authority</b>	<b>TOTAL Non-Major Enterprise Funds</b>
834,208	33,128	4,081,188
1,473,277	-	1,473,277
-	-	16,669
-	-	490,000
<u>2,307,485</u>	<u>33,128</u>	<u>6,061,134</u>
-	-	9,888,109
-	-	189,713
-	-	4,392,488
-	-	797,252
-	-	5,632,195
<u>-</u>	<u>-</u>	<u>20,899,757</u>
<u>2,307,485</u>	<u>33,128</u>	<u>26,960,891</u>
-	-	132,651
-	-	88,983
<u>-</u>	<u>-</u>	<u>221,634</u>
25,629,435	1,995,998	29,696,516
1,291,033	-	4,278,050
<u>4,657,590</u>	<u>32,622</u>	<u>(8,940,254)</u>
<u>\$ 31,578,058</u>	<u>\$ 2,028,620</u>	<u>\$ 25,034,312</u>

**CITY OF SANTA CLARA**  
**NON-MAJOR ENTERPRISE FUNDS**  
**COMBINING STATEMENT OF REVENUES, EXPENSES**  
**AND CHANGES IN FUND NET POSITION**  
**For the year ended June 30, 2019**

	<b>Solid Waste</b>	<b>Cemetery</b>	<b>Santa Clara Golf and Tennis Club</b>
Operating revenues:			
Charges for services	\$ 25,448,101	\$ 630,736	\$ 1,930,609
Other	510,713	3,052	70,477
Total operating revenues	<u>25,958,814</u>	<u>633,788</u>	<u>2,001,086</u>
Operating expenses:			
Salaries and benefits	1,251,827	848,598	-
Materials, services and supplies	24,120,377	393,357	2,067,371
Depreciation	6,357	12,641	797,259
Total operating expenses	<u>25,378,561</u>	<u>1,254,596</u>	<u>2,864,630</u>
Operating income (loss)	<u>580,253</u>	<u>(620,808)</u>	<u>(863,544)</u>
Nonoperating revenues (expenses):			
Interest revenue	272	24,165	-
Rents and royalties	24,103	-	-
Total nonoperating revenues (expenses)	<u>25,549</u>	<u>24,165</u>	<u>-</u>
Income (loss) before contributions and transfers	605,802	(596,643)	(863,544)
Transfers in	200	-	466,266
Transfers (out)	<u>(5,603)</u>	<u>(83,727)</u>	<u>-</u>
Change in net position	600,399	(680,370)	(397,278)
Total net position - beginning	<u>(1,885,537)</u>	<u>(3,212,457)</u>	<u>(2,997,123)</u>
Total net position - ending	<u>\$ (1,285,138)</u>	<u>\$ (3,892,827)</u>	<u>\$ (3,394,401)</u>

**CITY OF SANTA CLARA**  
**NON-MAJOR ENTERPRISE FUNDS**  
**COMBINING STATEMENT OF REVENUES, EXPENSES**  
**AND CHANGES IN FUND NET POSITION**  
**For the year ended June 30, 2019**

<b>Santa Clara Convention Center</b>	<b>Sports and Open Space Authority</b>	<b>TOTAL Non-Major Enterprise Funds</b>
\$ 12,734,378	\$ -	\$ 40,743,824
-	-	584,242
12,734,378	-	41,328,066
92,907	4,770	2,198,102
11,451,184	4,696	38,036,985
1,536,992	-	2,353,249
13,081,083	9,466	42,588,336
(346,705)	(9,466)	(1,260,270)
86,988	4,138	115,563
-	-	24,103
86,988	4,138	140,840
(259,717)	(5,328)	(1,119,430)
330,020	-	796,486
(1,500,000)	-	(1,589,330)
(1,429,697)	(5,328)	(1,912,274)
33,007,755	2,033,948	26,946,586
\$ 31,578,058	\$ 2,028,620	\$ 25,034,312



**CITY OF SANTA CLARA**  
**NON-MAJOR ENTERPRISE FUNDS**  
**COMBINING STATEMENT OF CASH FLOWS**  
**For the year ended June 30, 2019**

	<b>Solid Waste</b>	<b>Cemetery</b>	<b>Santa Clara Golf and Tennis Club</b>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>			
Receipts from customers	\$ 24,543,918	\$ 633,788	\$ 1,930,609
Payments to suppliers	(24,103,296)	(382,660)	(1,501,010)
Payments to employees for salaries and benefits	(964,262)	(759,014)	-
Rents and royalties received	24,103	-	-
Other receipts	510,713	-	82,312
Net cash provided (used) by operating activities	<u>11,176</u>	<u>(507,886)</u>	<u>511,911</u>
<b>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES</b>			
(Increase) in due from other funds	-	(30,699)	-
Advances from other funds	-	6,800	-
Transfers in	200	-	466,266
Transfers (out)	(5,603)	(83,727)	-
Cash Flows from Noncapital Financing Activities	<u>(5,403)</u>	<u>(107,626)</u>	<u>466,266</u>
<b>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</b>			
Landfill closure payments	<u>111,315</u>	<u>-</u>	<u>-</u>
Cash Flows from Capital and Related Financing Activities	<u>111,315</u>	<u>-</u>	<u>-</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>			
Interest and dividends	<u>1,446</u>	<u>24,165</u>	<u>-</u>
Cash Flows from Investing Activities	<u>1,446</u>	<u>24,165</u>	<u>-</u>
Net increase (decrease) in cash and cash equivalents	118,534	(591,347)	978,177
Cash and cash equivalents at beginning of period	<u>6,202,488</u>	<u>2,314,335</u>	<u>160,086</u>
Cash and cash equivalents at end of period	<u><u>\$ 6,321,022</u></u>	<u><u>\$ 1,722,988</u></u>	<u><u>\$ 1,138,263</u></u>
Cash and cash equivalents:			
Pooled cash and investments	\$ 4,950,275	\$ 1,722,988	\$ 1,138,263
Restricted cash	1,370,747	-	-
Total cash and cash equivalents	<u><u>\$ 6,321,022</u></u>	<u><u>\$ 1,722,988</u></u>	<u><u>\$ 1,138,263</u></u>

**CITY OF SANTA CLARA**  
**NON-MAJOR ENTERPRISE FUNDS**  
**COMBINING STATEMENT OF CASH FLOWS**  
**For the year ended June 30, 2019**

<b>Santa Clara Convention Center</b>	<b>Sports and Open Space Authority</b>	<b>TOTAL Non-Major Enterprise Funds</b>
\$ 13,046,973	\$ -	\$ 40,155,288
(11,079,241)	(2,983)	(37,069,190)
(92,907)	(4,770)	(1,820,953)
-	-	24,103
-	-	593,025
<u>1,874,825</u>	<u>(7,753)</u>	<u>1,882,273</u>
-	-	(30,699)
-	-	6,800
330,020	-	796,486
<u>(1,500,000)</u>	<u>-</u>	<u>(1,589,330)</u>
<u>(1,169,980)</u>	<u>-</u>	<u>(816,743)</u>
-	-	111,315
-	-	111,315
<u>86,988</u>	<u>4,138</u>	<u>116,737</u>
<u>86,988</u>	<u>4,138</u>	<u>116,737</u>
791,833	(3,615)	1,293,582
<u>6,356,048</u>	<u>69,365</u>	<u>15,102,322</u>
<u>\$ 7,147,881</u>	<u>\$ 65,750</u>	<u>\$ 16,395,904</u>
\$ 5,856,848	\$ 65,750	\$ 13,734,124
<u>1,291,033</u>	<u>-</u>	<u>2,661,780</u>
<u>\$ 7,147,881</u>	<u>\$ 65,750</u>	<u>\$ 16,395,904</u>
<b>(continued)</b>		

**CITY OF SANTA CLARA**  
**NON-MAJOR ENTERPRISE FUNDS**  
**COMBINING STATEMENT OF CASH FLOWS**  
**For the year ended June 30, 2019**

	<u>Solid Waste</u>	<u>Cemetery</u>	<u>Santa Clara Golf and Tennis Club</u>
Reconciliation of operating income (loss) to net cash provided (used) by operating activities:			
Operating income (loss)	\$ 580,253	\$ (620,808)	\$ (863,544)
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:			
(Decrease) Increase in due to OPEB system	(29,031)	(8,425)	-
(Decrease) Increase in due to retirement system	293,475	85,144	-
Depreciation	6,357	12,641	797,259
Change in assets and liabilities:			
Receivables, net	(904,183)	-	-
Inventory	-	-	11,835
Accrued liabilities	17,081	10,698	566,361
Compensated absences	23,121	12,864	-
Other receipts	24,103	-	-
Net cash provided (used) by operating activities	<u>\$ 11,176</u>	<u>\$ (507,886)</u>	<u>\$ 511,911</u>

**CITY OF SANTA CLARA**  
**NON-MAJOR ENTERPRISE FUNDS**  
**COMBINING STATEMENT OF CASH FLOWS**  
**For the year ended June 30, 2019**

<u>Santa Clara Convention Center</u>	<u>Sports and Open Space Authority</u>	<u>TOTAL Non-Major Enterprise Funds</u>
\$ (346,705)	\$ (9,466)	\$ (1,260,270)
-	-	(37,456)
-	-	378,619
1,536,992	-	2,353,249
144,995	-	(759,188)
-	-	11,835
371,943	1,713	967,796
-	-	35,985
-	-	24,103
<u>\$ 1,874,825</u>	<u>\$ (7,753)</u>	<u>\$ 1,882,273</u>

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<b>CITY OF SANTA CLARA INTERNAL SERVICE FUNDS</b>
---

Internal Service Funds are used to finance and account for special activities and services performed by a designated department for other departments in the City on a cost reimbursement basis.

The concept of major funds does not extend to internal service funds because they do not do business with outside parties. For the Statement of Activities, the net revenues or expenses of each internal service fund are eliminated by netting them against the operations of the other City departments which generated them. The remaining balance sheet items are consolidated with these same funds in the Statement of Net Position.

However, internal service funds are still presented separately in the Fund financial statements, including the funds below.

#### **AUTOMOTIVE SERVICES**

This fund accounts for the maintenance and replacement of vehicles and equipment used by all City departments. The source of revenue for this fund is rental fees charged to the various departments.

#### **TECHNICAL EQUIPMENT SERVICES**

This fund accounts for the maintenance and replacement of communication and computer equipment used by City departments. The source of revenue for this fund is rental fees charged to the various departments.

#### **SPECIAL LIABILITY INSURANCE CLAIMS**

This fund was established to account for the cost of claims and administrative costs for the City's self-insured general liability program.

#### **WORKERS' COMPENSATION INSURANCE CLAIMS**

This fund is used to account for the cost of claims for service connected with injuries and illnesses sustained by members of the City's work force.

**CITY OF SANTA CLARA  
INTERNAL SERVICE FUNDS  
COMBINING STATEMENT OF NET POSITION  
June 30, 2019**

	<b>Automotive Services</b>	<b>Technical Equipment Services</b>	<b>Special Liability Insurance Claims</b>	<b>Workers' Compensation Insurance Claims</b>	<b>TOTAL</b>
<b>ASSETS</b>					
Current assets:					
Cash and investments:					
Pooled cash and investments	\$ 6,072,157	\$ 1,307,539	\$ 5,333,533	\$ 3,816,867	\$ 16,530,096
Receivables (net of allowance for uncollectible):					
Accounts	30,101	-	28,708	136,238	195,047
Due from other funds	394,880	-	-	-	394,880
Materials, supplies and prepaids	314,592	-	-	-	314,592
Total current assets	6,811,730	1,307,539	5,362,241	3,953,105	17,434,615
Noncurrent assets:					
Capital assets:					
Equipment	36,633,903	3,382,337	-	-	40,016,240
Total capital assets	36,633,903	3,382,337	-	-	40,016,240
Less accumulated depreciation	22,515,630	2,889,070	-	-	25,404,700
Net capital assets	14,118,273	493,267	-	-	14,611,540
Total noncurrent assets	14,118,273	493,267	-	-	14,611,540
Total assets	20,930,003	1,800,806	5,362,241	3,953,105	32,046,155
<b>DEFERRED OUTFLOWS OF RESOURCES</b>					
Pension related items	835,077	-	-	-	835,077
Total deferred outflows of resources	835,077	-	-	-	835,077

**(continued)**

**CITY OF SANTA CLARA**  
**INTERNAL SERVICE FUNDS**  
**COMBINING STATEMENT OF NET POSITION**  
**June 30, 2019**

	<b>Automotive Services</b>	<b>Technical Equipment Services</b>	<b>Special Liability Insurance Claims</b>	<b>Workers' Compensation Insurance Claims</b>	<b>TOTAL</b>
<b>LIABILITIES</b>					
Current liabilities:					
Accrued liabilities	130,535	-	3,951,594	3,071,896	7,154,025
Due to other funds	1,758,859	642,592	-	-	2,401,451
Accrued compensated absences	26,374	-	-	-	26,374
Total current liabilities	1,915,768	642,592	3,951,594	3,071,896	9,581,850
Noncurrent liabilities:					
Long-term portion estimated claims	-	-	3,030,750	16,997,450	20,028,200
Long-term compensated absences	300,166	-	-	-	300,166
OPEB pension liability	728,588	-	-	-	728,588
Net pension liability	5,147,127	-	-	-	5,147,127
Total noncurrent liabilities	6,175,881	-	3,030,750	16,997,450	26,204,081
Total liabilities	8,091,649	642,592	6,982,344	20,069,346	35,785,931
<b>DEFERRED INFLOWS OF RESOURCES</b>					
OPEB related items	121,228	-	-	-	121,228
Pension related items	81,319	-	-	-	81,319
Total deferred inflows of resources	202,547	-	-	-	202,547
<b>NET POSITION</b>					
Net investment in capital assets	14,118,273	493,267	-	-	14,611,540
Unrestricted	(647,389)	664,947	(1,620,103)	(16,116,241)	(17,718,786)
Total net position (deficit)	\$ 13,470,884	\$ 1,158,214	\$ (1,620,103)	\$ (16,116,241)	\$ (3,107,246)



**CITY OF SANTA CLARA**  
**INTERNAL SERVICE FUNDS**  
**COMBINING STATEMENT OF REVENUES, EXPENSES**  
**AND CHANGES IN FUND NET POSITION**  
**For the year ended June 30, 2019**

	<b>Automotive Services</b>	<b>Technical Equipment Services</b>	<b>Special Liability Insurance Claims</b>	<b>Workers' Compensation Insurance Claims</b>	<b>TOTAL</b>
Operating revenues:					
Charges for services	\$ 7,755,160	\$ 333,766	\$ 3,500,400	\$ 4,071,000	\$ 15,660,326
Insurance refunds and other	-	-	-	754,367	754,367
Total operating revenues	<u>7,755,160</u>	<u>333,766</u>	<u>3,500,400</u>	<u>4,825,367</u>	<u>16,414,693</u>
Operating expenses:					
Salaries and benefits	2,892,153	-	-	-	2,892,153
Materials, services and supplies	2,431,336	220,455	-	-	2,651,791
General and administrative	-	-	6,929,547	4,217,878	11,147,425
Depreciation	2,767,439	112,084	-	-	2,879,523
Total operating expenses	<u>8,090,928</u>	<u>332,539</u>	<u>6,929,547</u>	<u>4,217,878</u>	<u>19,570,892</u>
Operating income (loss)	<u>(335,768)</u>	<u>1,227</u>	<u>(3,429,147)</u>	<u>607,489</u>	<u>(3,156,199)</u>
Nonoperating revenues (expenses):					
Interest revenue	-	-	35	-	35
Other revenue	213,850	-	123,041	-	336,891
Gain (loss) on retirement of assets	(39,567)	-	-	-	(39,567)
Total nonoperating revenues (expenses)	<u>174,283</u>	<u>-</u>	<u>123,076</u>	<u>-</u>	<u>297,359</u>
Income (loss) before contributions and transfers	(161,485)	1,227	(3,306,071)	607,489	(2,858,840)
Transfers in	49,326	-	2,376,870	-	2,426,196
Transfers (out)	<u>(17,300)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(17,300)</u>
Change in net position	(129,459)	1,227	(929,201)	607,489	(449,944)
Total net position - beginning	13,600,343	1,156,987	(690,902)	(16,723,730)	(2,657,302)
Total net position - ending	<u>\$ 13,470,884</u>	<u>\$ 1,158,214</u>	<u>\$ (1,620,103)</u>	<u>\$ (16,116,241)</u>	<u>\$ (3,107,246)</u>

**CITY OF SANTA CLARA**  
**INTERNAL SERVICE FUNDS**  
**COMBINING STATEMENT OF CASH FLOWS**  
**For the year ended June 30, 2019**

	<b>Automotive Services</b>	<b>Technical Equipment Services</b>	<b>Special Liability Insurance Claims</b>	<b>Workers' Compensation Insurance Claims</b>	<b>TOTAL</b>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>					
Receipts from customers	\$7,754,055	\$ 333,766	\$ 3,500,400	\$ 4,440,553	\$ 16,028,774
Payments to suppliers	(1,796,177)	(220,455)	-	-	(2,016,632)
Payments to employees for salaries and benefits	(2,497,323)	-	-	-	(2,497,323)
Internal activity - receipts from other funds	143,247	-	-	-	143,247
Claims paid	-	-	(5,446,513)	(4,733,655)	(10,180,168)
Other receipts	213,850	-	117,505	-	331,355
Net cash provided (used) by operating activities	<u>3,817,652</u>	<u>113,311</u>	<u>(1,828,608)</u>	<u>(293,102)</u>	<u>1,809,253</u>
<b>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES</b>					
(Increase) in due from other funds	(201,267)	-	-	-	(201,267)
Increase in due to other funds	393,767	66,234	-	-	460,001
Transfers in	49,326	-	2,376,870	-	2,426,196
Transfers (out)	(17,300)	-	-	-	(17,300)
Cash Flows from Noncapital Financing Activities	<u>224,526</u>	<u>66,234</u>	<u>2,376,870</u>	<u>-</u>	<u>2,667,630</u>
<b>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</b>					
Acquisition and construction of capital assets, net	<u>(4,366,617)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(4,366,617)</u>
Cash Flows from Capital and Related Financing Activities	<u>(4,366,617)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(4,366,617)</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>					
Interest and dividends	<u>-</u>	<u>-</u>	<u>35</u>	<u>-</u>	<u>35</u>
Cash Flows from Investing Activities	<u>-</u>	<u>-</u>	<u>35</u>	<u>-</u>	<u>35</u>
Net increase (decrease) in cash and cash equivalents	(324,439)	179,545	548,297	(293,102)	110,301
Cash and investments at beginning of period	6,396,596	1,127,994	4,785,236	4,109,969	16,419,795
Cash and investments at end of period	<u>\$6,072,157</u>	<u>\$ 1,307,539</u>	<u>\$ 5,333,533</u>	<u>\$ 3,816,867</u>	<u>\$ 16,530,096</u>
Cash and cash equivalents:					
Pooled cash and investments	<u>\$6,072,157</u>	<u>\$ 1,307,539</u>	<u>\$ 5,333,533</u>	<u>\$ 3,816,867</u>	<u>\$ 16,530,096</u>
Total cash and cash equivalents	<u>\$6,072,157</u>	<u>\$ 1,307,539</u>	<u>\$ 5,333,533</u>	<u>\$ 3,816,867</u>	<u>\$ 16,530,096</u>

(continued)

**CITY OF SANTA CLARA**  
**INTERNAL SERVICE FUNDS**  
**COMBINING STATEMENT OF CASH FLOWS**  
**For the year ended June 30, 2019**

	<b>Automotive Services</b>	<b>Technical Equipment Services</b>	<b>Special Liability Insurance Claims</b>	<b>Workers' Compensation Insurance Claims</b>	<b>TOTAL</b>
Reconciliation of operating income (loss) to net cash provided (used) by operating activities:					
Operating income (loss)	\$ (335,768)	\$ 1,227	\$ (3,429,147)	\$ 607,489	\$ (3,156,199)
Adjustments to reconcile operating income (loss) to net cash provided by operating activities:					
(Decrease) Increase in due to OPEB system	(34,227)	-	-	-	(34,227)
(Decrease) Increase in due to retirement system	346,010	-	-	-	346,010
Depreciation	2,767,439	112,084	-	-	2,879,523
Change in assets and liabilities:					
Receivables, net	(1,105)	-	(5,536)	369,553	362,912
Inventory	780,128	-	-	-	780,128
Accrued liabilities	(1,722)	-	745,195	(180,398)	563,075
Long-term portion estimated claims	-	-	737,839	(1,089,746)	(351,907)
Compensated absences	83,047	-	-	-	83,047
Other receipts	213,850	-	123,041	-	336,891
Net cash provided (used) by operating activities	<u>\$3,817,652</u>	<u>\$ 113,311</u>	<u>\$ (1,828,608)</u>	<u>\$ (293,102)</u>	<u>\$ 1,809,253</u>
NONCASH TRANSACTIONS:					
Retirement of capital assets	<u>\$ (39,567)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (39,567)</u>

<p style="text-align: center;"><b>CITY OF SANTA CLARA COMBINING FIDUCIARY FUNDS</b></p>
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**PRIVATE PURPOSE TRUST FUNDS**

Private Purpose Trust Funds are used to report trust arrangements, other than pension and investment trusts, under which principal and income benefit individuals, private organizations, or other governments. The Private Purpose Trust Funds are described below:

**CHARITABLE TRUST**

This fund accounts for the various gifts, donations and bequests received by the City.

**SUCCESSOR AGENCY**

California State laws ABx1 26 and AB 1484 provided for the dissolution of California Redevelopment Agencies effective January 31, 2012 and the transfer of all non-housing Agency assets to the Successor Agency Redevelopment Obligation Retirement Fund.

**AGENCY FUNDS**

Agency Funds are presented separately from the Government-wide and Fund financial statements.

Agency Funds account for assets held by the City as an agent for individuals, governmental entities, and non-public organizations. These funds include the following:

**EMPLOYEE BENEFIT AND LIABILITY CLEARING**

This fund is used to account for monies collected and disbursed related to employees dental and other fringe benefits.

**SPECIAL ASSESSMENTS**

This fund accounts for monies collected and disbursed from special assessment districts where the City is not obligated for the outstanding debt payments.

**DEPOSITS**

This fund accounts for various deposits including leases and subpoenas.

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**CITY OF SANTA CLARA  
PRIVATE PURPOSE TRUST FUNDS  
COMBINING STATEMENT OF NET POSITION  
June 30, 2019**

	<b>Charitable Trust</b>	<b>Successor Agency</b>	<b>Total Private Purpose Trust</b>
<b>ASSETS</b>			
Pooled cash and investments	\$ 644,668	\$ 680,364	\$ 1,325,032
Receivables (net of allowance for uncollectibles):			
Accounts receivable	-	203,206	203,206
Interest	17,838	-	17,838
Investments with fiscal agent - noncurrent	2,820,132	-	2,820,132
Land held for resale	-	532,542	532,542
Total Assets	<u>3,482,638</u>	<u>1,416,112</u>	<u>4,898,750</u>
<b>LIABILITIES</b>			
Accrued liabilities	-	110,916	110,916
Due to Other Agencies - current	-	675,000	675,000
Due to City	-	4,355,641	4,355,641
Total Liabilities	<u>-</u>	<u>5,141,557</u>	<u>5,141,557</u>
<b>NET POSITION</b>			
Held in trust for private purpose	<u>\$ 3,482,638</u>	<u>\$ (3,725,445)</u>	<u>\$ (242,807)</u>

**CITY OF SANTA CLARA  
PRIVATE PURPOSE TRUST FUNDS  
COMBINING STATEMENT OF CHANGES IN NET POSITION  
For the Year Ended June 30, 2019**

	<u>Charitable Trust</u>	<u>Successor Agency</u>	<u>Total Private Purpose Trust</u>
<b>ADDITIONS</b>			
Investment income:			
Interest and rent	\$ 91,638	\$ 9,839,793	\$ 9,931,431
Net change in fair value of investments	76,140	-	76,140
Gain from sale of property	-	136,253,199	136,253,199
Total additions	<u>167,778</u>	<u>146,092,992</u>	<u>146,260,770</u>
<b>DEDUCTIONS</b>			
General and administrative	84,000	448	84,448
Pass through to the County of Santa Clara	-	165,700,149	165,700,149
Total deductions	<u>84,000</u>	<u>165,700,597</u>	<u>165,784,597</u>
<b>CHANGE IN NET POSITION</b>	83,778	(19,607,605)	(19,523,827)
Net position held in trust for private purpose:			
Beginning of year	<u>3,398,860</u>	<u>15,882,160</u>	<u>19,281,020</u>
End of year	<u>\$ 3,482,638</u>	<u>\$ (3,725,445)</u>	<u>\$ (242,807)</u>

**CITY OF SANTA CLARA**  
**AGENCY FUNDS**  
**COMBINING STATEMENT OF ASSETS AND LIABILITIES**  
**June 30, 2019**

	<b>Employee Benefit &amp; Liability Clearing</b>	<b>Special Assessments</b>	<b>Deposits</b>	<b>Total</b>
<b>ASSETS</b>				
Pooled cash and investments	\$ 9,176,078	\$ 2,795,107	\$ 11,926,784	\$ 23,897,969
Cash and investments with fiscal agents	-	2	-	2
Total Assets	<u>9,176,078</u>	<u>2,795,109</u>	<u>11,926,784</u>	<u>23,897,971</u>
<b>LIABILITIES</b>				
Due to bondholders	-	2,795,109	-	2,795,109
Accrued liabilities	9,176,078	-	-	9,176,078
Refundable deposits	-	-	11,926,784	11,926,784
Total Liabilities	<u>\$ 9,176,078</u>	<u>\$ 2,795,109</u>	<u>\$ 11,926,784</u>	<u>\$ 23,897,971</u>



**CITY OF SANTA CLARA**  
**AGENCY FUNDS**  
**COMBINING STATEMENT OF CHANGES IN ASSETS AND LIABILITIES**  
**For the year ended June 30, 2019**

	<u>Balance</u> <u>July 1, 2018</u>	<u>Additions</u>	<u>Reductions</u>	<u>Balance</u> <u>June 30, 2019</u>
<u>Employee Benefit and Liability Clearing</u>				
Pooled cash and investments	<u>\$ 12,540,553</u>	<u>\$ 118,340,709</u>	<u>\$ 121,705,184</u>	<u>\$ 9,176,078</u>
Accrued liabilities	<u>\$ 12,540,553</u>	<u>\$ 118,340,709</u>	<u>\$ 121,705,184</u>	<u>\$ 9,176,078</u>
<u>Special Assessments</u>				
Pooled cash and investments	\$ 2,784,177	\$ 3,870,811	\$ 3,859,881	\$ 2,795,107
Cash and investments with fiscal agent	<u>2</u>	<u>-</u>	<u>-</u>	<u>2</u>
Total Assets	<u>\$ 2,784,179</u>	<u>\$ 3,870,811</u>	<u>\$ 3,859,881</u>	<u>\$ 2,795,109</u>
Due to bondholders	<u>\$ 2,784,179</u>	<u>\$ 3,870,811</u>	<u>\$ 3,859,881</u>	<u>\$ 2,795,109</u>
<u>Deposits</u>				
Pooled cash and investments	<u>\$ 11,121,334</u>	<u>\$ 8,087,128</u>	<u>\$ 7,281,678</u>	<u>\$ 11,926,784</u>
Refundable deposits	<u>\$ 11,121,334</u>	<u>\$ 8,087,128</u>	<u>\$ 7,281,678</u>	<u>\$ 11,926,784</u>
<u>Total Agency Funds</u>				
Pooled cash and investments	\$ 26,446,064	\$ 130,298,648	\$ 132,846,743	\$ 23,897,969
Cash and investments with fiscal agent	<u>2</u>	<u>-</u>	<u>-</u>	<u>2</u>
Total Assets	<u>\$ 26,446,066</u>	<u>\$ 130,298,648</u>	<u>\$ 132,846,743</u>	<u>\$ 23,897,971</u>
Due to bondholders	\$ 2,784,179	\$ 3,870,811	\$ 3,859,881	\$ 2,795,109
Accrued liabilities	12,540,553	118,340,709	121,705,184	9,176,078
Refundable deposits	<u>11,121,334</u>	<u>8,087,128</u>	<u>7,281,678</u>	<u>11,926,784</u>
Total Liabilities	<u>\$ 26,446,066</u>	<u>\$ 130,298,648</u>	<u>\$ 132,846,743</u>	<u>\$ 23,897,971</u>

## **Statistical Section (Unaudited)**



<b>CITY OF SANTA CLARA STATISTICAL SECTION</b>
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This part of the City of Santa Clara's Comprehensive Annual Report provides detailed information to better understand the data presented within the financial statements, note disclosures, and required supplementary information.

**TABLES**

**FINANCIAL TRENDS**

1 - 4

Contains trend information to help the reader understand how the City's financial performance has changed over time.

**REVENUE CAPACITY**

5 - 9

Contains information to help the reader assess the City's most significant local revenue source, the property tax.

**DEBT CAPACITY**

10 - 14

Presents information to assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future.

**DEMOGRAPHIC AND ECONOMIC INFORMATION**

15 - 16

Offers information to help the reader understand the environment within which the City's financial activities take place.

**OPERATING INFORMATION**

17 - 20

Contains service and infrastructure data to help the reader understand how the City's financial report relates to the services the City provides and the activities it performs.

**CITY OF SANTA CLARA**  
**NET POSITION BY COMPONENT**  
**Last Ten Fiscal Years**  
**(Accrual Basis of Accounting)**  
**(In Thousands)**

**Table 1**

	2019	2018	2017	2016	2015 <sup>(2)</sup>	2014	2013 <sup>(1)</sup>	2012	2011	2010
<b>Governmental Activities :</b>										
Net Investment in Capital Assets	\$ 585,201	\$ 553,135	\$ 532,255	\$ 507,390	\$ 524,645	\$ 528,043	\$ 522,175	\$ 520,899	\$ 351,410	\$ 432,534
Restricted	244,775	246,048	242,393	207,996	198,316	189,618	230,545	213,158	330,675	227,557
Unrestricted	(169,513)	(180,368)	(135,818)	(125,913)	(186,423)	102,421	127,390	172,350	22,747	45,357
<b>Total Governmental Activities Net Assets :</b>	<u>\$ 660,463</u>	<u>\$ 618,815</u>	<u>\$ 638,830</u>	<u>\$ 589,473</u>	<u>\$ 536,538</u>	<u>\$ 820,082</u>	<u>\$ 880,110</u>	<u>\$ 906,407</u>	<u>\$ 704,832</u>	<u>\$ 705,448</u>
<b>Business - Type Activities :</b>										
Net Investment in Capital Assets	\$ 953,098	\$ 917,738	\$ 882,187	\$ 844,911	\$ 760,150	\$ 496,107	\$ 406,972	\$ 445,554	\$ 405,806	\$ 388,822
Restricted	185,267	174,595	142,459	133,718	93,891	96,318	90,437	8,214	8,214	-
Unrestricted	312,58	(24,141)	(13,132)	(61,843)	(1,573)	325,633	382,992	430,774	420,310	403,931
<b>Total Business - Type Activities Net Position</b>	<u>\$ 1,169,623</u>	<u>\$ 1,068,192</u>	<u>\$ 1,011,514</u>	<u>\$ 916,786</u>	<u>\$ 852,468</u>	<u>\$ 918,058</u>	<u>\$ 880,401</u>	<u>\$ 884,542</u>	<u>\$ 834,330</u>	<u>\$ 792,753</u>
<b>Primary Government</b>										
Net Investment in Capital Assets	\$ 1,538,299	\$ 1,470,873	\$ 1,414,442	\$ 1,352,301	\$ 1,284,795	\$ 1,024,150	\$ 929,147	\$ 966,453	\$ 757,216	\$ 821,356
Restricted	430,042	420,643	384,852	341,714	292,207	285,936	320,982	221,372	338,889	227,557
Unrestricted	(138,255)	(204,509)	(148,950)	(187,756)	(187,996)	428,054	510,382	603,124	443,057	449,288
<b>Total Primary Government Net Position</b>	<u>\$ 1,830,086</u>	<u>\$ 1,687,007</u>	<u>\$ 1,650,344</u>	<u>\$ 1,506,259</u>	<u>\$ 1,389,006</u>	<u>\$ 1,738,140</u>	<u>\$ 1,760,511</u>	<u>\$ 1,790,949</u>	<u>\$ 1,539,162</u>	<u>\$ 1,498,201</u>

Note:

(1) Certain amounts in the prior year have been reclassified due to the implementation of GASB Statement No. 65.

(2) Certain amounts cannot be compared to fiscal year 2015 due to the implementation of GASB Statement No. 68.

Source: Finance Office, City of Santa Clara.

**CITY OF SANTA CLARA**  
**CHANGES IN NET POSITION**  
**Last Ten Fiscal Years**  
**(Accrual Basis of Accounting)**  
**(In Thousands)**

Table 2

	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010
<b>Expenses:</b>										
<b>Governmental Activities:</b>										
General Administration	\$ 30,328	\$ 25,467	\$ 20,636	\$ 22,692	\$ 18,310	\$ 15,208	\$ 15,799	\$ 8,703	\$ 9,142	\$ 9,917
City Clerk	1,263	864	1,020	309	389	263	388	179	790	674
City Attorney	1,700	1,000	860	270	194	102	100	303	1,187	1,310
Human Resources	2,011	1,886	1,675	748	654	502	367	486	1,978	1,815
Finance	7,111	6,253	5,323	1,633	1,357	844	1,270	1,680	6,713	7,685
Public Works	45,725	38,276	34,314	30,365	29,713	30,287	29,337	28,802	29,339	29,344
Parks and Recreation	23,285	21,369	18,616	17,106	16,135	15,913	15,858	15,567	15,410	15,572
Public Safety:										
Police	72,449	76,742	63,612	58,599	54,252	47,105	45,120	43,516	44,138	45,143
Fire	58,120	55,372	43,384	37,120	35,341	34,099	33,162	31,702	33,594	34,457
Planning and Inspection	12,879	10,614	9,162	7,855	7,593	6,848	6,383	5,838	5,779	5,918
Library	12,687	12,302	10,553	10,718	8,851	8,161	7,712	7,728	8,090	8,470
Interest on long term debt	630	695	749	803	853	1,125	2,107	6,991	10,437	9,856
Supplemental Educational Revenue Augmentation Fund	-	-	-	-	-	-	-	-	2,025	9,834
Pass Through Payments	-	-	-	-	-	-	-	1,085	-	-
<b>Total Governmental Activities Expenses (Net)</b>	<b>268,188</b>	<b>250,840</b>	<b>209,904</b>	<b>188,218</b>	<b>173,642</b>	<b>160,457</b>	<b>157,603</b>	<b>152,580</b>	<b>168,622</b>	<b>179,995</b>
<b>Business-Type Activities:</b>										
Utilities:										
Electric -										
Retail	386,293	402,006	367,780	364,557	344,382	333,432	314,069	283,142	281,342	280,512
Wholesale	22,519	35,413	35,197	21,682	32,635	28,871	24,717	32,115	50,754	73,727
Water	46,067	41,777	35,649	32,254	29,482	28,181	26,683	25,076	23,078	23,067
Sewer	29,462	25,689	23,047	19,081	17,981	17,237	16,054	15,348	16,296	14,222
Water Recycling	5,909	4,972	4,858	2,672	2,902	2,030	1,979	3,326	8,304	3,256
Solid Waste	25,393	23,363	26,621	20,142	19,717	18,486	19,222	17,322	16,192	15,842
Cemetery	1,257	1,174	820	781	676	901	991	958	935	960
Sports and Open Space Authority	9	10	53	102	97	95	44	48	48	18
Santa Clara Golf and Tennis Club	2,837	2,951	2,772	2,777	2,754	2,827	2,662	2,759	2,706	2,724
Santa Clara Convention Center	12,967	8,423	8,478	9,075	9,006	8,926	8,553	8,073	7,786	7,121
Santa Clara Stadium Authority	103,899	111,210	105,593	147,435	98,363	219,131	27,442	5,393	-	-
<b>Total Business-Type Activities Expenses</b>	<b>636,612</b>	<b>656,988</b>	<b>610,868</b>	<b>620,558</b>	<b>557,995</b>	<b>462,899</b>	<b>442,416</b>	<b>393,560</b>	<b>407,441</b>	<b>421,449</b>
<b>Total Primary Expenses</b>	<b>\$ 904,800</b>	<b>\$ 907,828</b>	<b>\$ 820,772</b>	<b>\$ 808,776</b>	<b>\$ 731,637</b>	<b>\$ 623,356</b>	<b>\$ 600,019</b>	<b>\$ 546,140</b>	<b>\$ 576,063</b>	<b>\$ 601,444</b>

Source: Finance Office, City of Santa Clara

**CITY OF SANTA CLARA**  
**CHANGES IN NET POSITION**  
**Last Ten Fiscal Years**  
**(Accrual Basis of Accounting)**  
**(In Thousands)**  
**(continued)**

**Table 2**

	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010
<b>Program Revenues:</b>										
<b>Governmental Activities:</b>										
Charges for Services:										
General Administration	\$ 7,904	\$ 398	\$ 1,651	\$ 1,247	\$ 416	\$ 355	\$ 562	\$ 680	\$ 6,611	\$ 9,596
Parks and Recreation	3,431	3,126	3,169	3,114	4,207	3,157	2,825	2,868	2,868	2,940
Planning and Inspection	19,048	12,837	13,658	15,065	13,944	9,299	6,872	12,509	5,307	3,549
Other Programs	17,476	21,303	19,658	23,022	16,281	12,296	9,352	10,397	9,508	6,956
Operating Grants and Contributions	8,457	7,172	4,723	5,809	8,240	6,566	3,922	4,444	4,028	4,105
Capital Gains and Contributions	23,634	20,273	14,280	12,100	5,848	10,347	4,490	4,737	4,467	5,775
<b>Total Governmental Activities Program Revenues</b>	<b>79,950</b>	<b>65,109</b>	<b>57,139</b>	<b>60,357</b>	<b>48,936</b>	<b>42,020</b>	<b>28,023</b>	<b>35,635</b>	<b>32,789</b>	<b>32,921</b>
<b>Business-Type Activities:</b>										
Utilities:										
Electric -										
Retail	432,555	440,440	423,687	395,162	354,557	335,658	322,749	329,518	304,024	270,834
Wholesale	27,708	34,994	36,162	17,279	27,301	28,622	22,296	29,149	50,124	67,840
Equity in income (losses) of joint ventures <sup>(1)</sup>	-	-	-	-	(4,719)	4,214	6,111	(3,576)	-	-
Water	47,017	46,685	39,953	31,955	31,462	30,979	30,177	28,232	25,682	23,744
Sewer	44,763	50,942	43,176	41,659	43,400	34,585	32,090	27,036	22,380	9,443
Equity in income (losses) of joint ventures <sup>(1)</sup>	-	-	-	-	(10,036)	(3,383)	(3,654)	(2,239)	-	-
Water Recycling	6,299	5,479	4,834	3,841	3,381	3,136	2,774	4,319	8,919	4,363
Solid Waste	25,983	23,544	22,585	21,854	20,404	20,154	19,575	18,460	17,142	15,843
Cemetery	634	666	799	693	649	528	632	519	426	454
Sports and Open Space Authority	-	-	58	72	66	82	420	2,056	1,415	1,506
Santa Clara Golf and Tennis Club	2,001	1,991	1,780	1,666	2,207	2,857	2,929	2,973	2,795	2,917
Santa Clara Convention Center	12,734	9,061	9,581	7,399	7,112	7,240	6,933	6,119	6,086	6,845
Santa Clara Stadium Authority	112,550	112,039	110,059	146,619	102,908	33,193	-	5	-	-
<b>Total Business-Type Activities Program Revenues</b>	<b>712,244</b>	<b>725,841</b>	<b>692,674</b>	<b>668,199</b>	<b>578,692</b>	<b>497,865</b>	<b>443,032</b>	<b>442,571</b>	<b>438,993</b>	<b>403,789</b>
<b>Total Primary Government Program Revenues</b>	<b>792,194</b>	<b>790,950</b>	<b>749,813</b>	<b>728,556</b>	<b>627,628</b>	<b>539,885</b>	<b>471,055</b>	<b>478,206</b>	<b>471,782</b>	<b>436,710</b>
<b>Net (Expense) Revenue:</b>										
Governmental Activities	(188,238)	(185,731)	(152,765)	(127,861)	(124,706)	(118,437)	(129,580)	(116,945)	(135,833)	(147,074)
Business-Type Activities	75,632	68,853	81,806	47,641	20,697	34,966	616	49,011	31,552	(17,660)
<b>Total Primary Government Net (Expense) Revenue</b>	<b>\$ (112,606)</b>	<b>\$ (116,878)</b>	<b>\$ (70,959)</b>	<b>\$ (80,220)</b>	<b>\$ (104,009)</b>	<b>\$ (83,471)</b>	<b>\$ (128,964)</b>	<b>\$ (67,934)</b>	<b>\$ (104,281)</b>	<b>\$ (164,734)</b>

Note:

(1) Equity in income (losses) of joint ventures were included in the Electric and Sewer Business-Type Activities beginning in fiscal year 2016

Source: Finance Office, City of Santa Clara

**CITY OF SANTA CLARA**  
**CHANGES IN NET POSITION**  
**Last Ten Fiscal Years**  
**(Accrual Basis of Accounting)**  
**(In Thousands)**  
**(continued)**

**Table 2**

	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010
<b>General Revenue and other changes in Net Position</b>										
<b>Governmental Activities :</b>										
Taxes :										
Sales	\$ 65,036	\$ 56,320	\$ 55,751	\$ 57,797	\$ 49,648	\$ 46,736	\$ 44,159	\$ 41,280	\$ 35,846	\$ 31,875
Ad Valorem Property	58,502	54,965	50,943	45,627	37,574	39,187	31,651	43,880	57,172	61,834
Transient occupancy	23,229	20,580	20,484	20,557	18,186	15,141	13,673	11,755	9,910	8,302
Other	5,955	6,392	5,671	5,510	5,173	5,191	4,333	3,034	3,731	3,049
Internal Governmental, unrestricted:										
Motor Vehicle in-lieu	-	-	55	49	50	-	51	120	539	345
Contribution in-lieu of taxes	21,304	21,986	21,117	19,057	17,493	16,591	15,219	15,343	14,913	13,448
Investment earnings	6,990	4,600	3,466	2,178	1,702	3,380	6,058	7,900	21,770	18,179
Net increase (decrease) in the fair value of investments	8,082	(2,452)	(3,217)	1,049	496	1,815	(3,567)	(707)	(8,905)	413
Equity in income (losses) of joint ventures	28	25	49	44	(40)	(106)	(286)	(285)	(225)	(1)
Rents and royalties	9,762	10,494	11,410	13,642	11,189	3,781	13,658	13,115	2,851	3,274
Gain (loss) on retirement of assets	-	-	-	-	-	-	-	-	4,651	2
Other	30,257	16,243	39,956	8,551	12,154	4,317	4,434	4,104	2,989	2,917
Co-op Agreements Activities	-	-	-	-	-	-	-	(5)	-	-
Special item	-	-	-	(24,451)	(9,224)	(80,152)	(29,563)	106,602	-	-
<b>Total Government General Revenue, Transfers, and Special Item</b>	<b>229,145</b>	<b>189,153</b>	<b>205,685</b>	<b>149,610</b>	<b>144,401</b>	<b>55,881</b>	<b>99,820</b>	<b>246,136</b>	<b>145,242</b>	<b>143,637</b>
<b>Business-Type Activities : <sup>(2)</sup></b>										
Investment earnings	16,618	15,755	13,031	16,894	15,602	2,863	3,403	5,922		
Net increase (decrease) in the fair value of investments	9,921	(3,584)	(3,672)	1,218	544	2,356	(4,695)	(874)		
Gain (loss) on retirement of assets	-	-	-	29,751	64	-	(2)	71,662		
<b>Total Business-Type General Revenue and Transfers</b>	<b>26,539</b>	<b>12,171</b>	<b>9,359</b>	<b>47,863</b>	<b>16,210</b>	<b>5,219</b>	<b>(1,294)</b>	<b>76,710</b>		
<b>Total Primary Government General Revenue and Transfers</b>	<b>255,684</b>	<b>201,324</b>	<b>215,044</b>	<b>197,473</b>	<b>160,611</b>	<b>61,100</b>	<b>98,526</b>	<b>322,846</b>		
<b>Change in Net Position - Total Primary Government</b>	<b>143,078</b>	<b>84,446</b>	<b>144,085</b>	<b>117,253</b>	<b>56,602</b>	<b>(22,371)</b>	<b>(30,438)</b>	<b>254,912</b>	<b>40,961</b>	<b>(21,097)</b>
<b>Net Position - Beginning of Year (2012 &amp; 2015 Adjusted)</b>	<b>1,687,007</b>	<b>1,650,344</b>	<b>1,506,259</b>	<b>1,389,006</b>	<b>1,738,140</b>	<b>1,760,511</b>	<b>1,790,949</b>	<b>1,536,037</b>	<b>1,498,201</b>	<b>1,519,298</b>
<b>GASB 68 Implementation</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(405,736)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>GASB 75 Implementation</b>	<b>-</b>	<b>(47,783)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Net Position - End of Year - Total Primary Government</b>	<b>\$ 1,830,085</b>	<b>\$ 1,687,007</b>	<b>\$ 1,650,344</b>	<b>\$ 1,506,259</b>	<b>\$ 1,389,006</b>	<b>\$ 1,738,140</b>	<b>\$ 1,760,511</b>	<b>\$ 1,790,949</b>	<b>\$ 1,539,162</b>	<b>\$ 1,498,201</b>

Notes:

(1) Equity in income (losses) of joint ventures was restated in Fiscal Year 2011-12 to be presented in the Program Revenues of the Business-Type Activities.

(2) Amounts shown for fiscal year 2011 were restated to separately present General Revenues of Business-Type Activities.

Source: Finance Office, City of Santa Clara



**CITY OF SANTA CLARA**  
**FUND BALANCES - GOVERNMENTAL FUNDS**  
**Last Ten Fiscal Years**  
**(Modified Accrual Basis of Accounting)**  
**(In Thousands)**

**Table 3**

	2019	2018	2017	2016	2015	2014	2013	2012	2011 <sup>(1)</sup>	2010
<b>General Fund:</b>										
Nonspendable	\$ 24,421	\$ 25,002	\$ 13,837	\$ 13,517	\$ 13,247	\$ 12,850	\$ 12,785	\$ 12,466	\$ 46,015	\$ -
Restricted	17,652	13,585	7,083	11,865	9,546	9,641	7,191	10,922	3,670	-
Committed	30,902	41,914	58,580	64,111	55,121	78,125	86,949	86,942	1,675	-
Assigned	7,879	7,473	4,639	4,875	6,761	4,752	4,927	4,033	1,157	-
Unassigned	147,739	107,801	107,404	103,430	58,946	23,910	38,522	33,393	21,138	-
Reserved	-	-	-	-	-	-	-	-	-	24,778
Unreserved:										
Designated	-	-	-	-	-	-	-	-	-	25,938
Undesignated	-	-	-	-	-	-	-	-	-	-
<b>Total General Fund</b>	<b>228,593</b>	<b>195,775</b>	<b>191,543</b>	<b>197,798</b>	<b>143,621</b>	<b>129,278</b>	<b>150,374</b>	<b>147,756</b>	<b>73,655</b>	<b>50,716</b>
<b>All other Governmental Funds:</b>										
Nonspendable	-	-	-	-	-	-	-	-	11,122	-
Restricted	86,802	91,290	89,818	67,612	76,848	60,489	105,785	125,100	188,584	-
Committed	45,345	40,473	44,936	38,953	20,237	25,697	21,351	32,007	34,794	-
Assigned	-	-	-	-	-	-	-	-	1,418	-
Unassigned	-	-	-	-	-	-	-	-	(22,834)	-
Reserved	-	-	-	-	-	-	-	-	-	93,119
Unreserved, reported in:										
Capital projects funds	-	-	-	-	-	-	-	-	-	113,632
Special revenue funds	-	-	-	-	-	-	-	-	-	602
Other purposes	-	-	-	-	-	-	-	-	-	19,305
<b>Total All Other Governmental Funds</b>	<b>132,147</b>	<b>131,763</b>	<b>134,754</b>	<b>106,565</b>	<b>97,085</b>	<b>86,186</b>	<b>127,136</b>	<b>157,107</b>	<b>213,084</b>	<b>226,658</b>
<b>Total Governmental Funds</b>	<b>\$ 360,740</b>	<b>\$ 327,538</b>	<b>\$ 326,297</b>	<b>\$ 304,363</b>	<b>\$ 240,706</b>	<b>\$ 215,464</b>	<b>\$ 277,510</b>	<b>\$ 304,863</b>	<b>\$ 286,739</b>	<b>\$ 277,374</b>

Note:

(1) The City implemented GASB Statement No. 54 in fiscal year 2011.

Source: Finance Office, City of Santa Clara.

**CITY OF SANTA CLARA**  
**CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS**  
**Last Ten Fiscal Years**  
**(Modified Accrual Basis of Accounting)**  
**(In Thousands)**

**Table 4**

	<b>2019</b>	<b>2018</b>	<b>2017</b>	<b>2016</b>	<b>2015</b>	<b>2014</b>	<b>2013</b>	<b>2012</b>	<b>2011</b>	<b>2010</b>
<b>REVENUES:</b>										
Taxes:										
Sales	\$ 65,036	\$ 56,321	\$ 55,750	\$ 57,796	\$ 49,649	\$ 46,736	\$ 44,160	\$ 41,280	\$ 35,845	\$ 31,876
Ad valorem property	58,502	54,965	50,943	45,627	37,574	39,187	31,651	43,880	57,172	61,834
Transient occupancy	23,229	20,580	20,484	20,557	18,186	15,141	13,673	11,755	9,910	8,302
Other	5,955	6,392	5,671	5,510	5,173	5,191	4,333	4,139	3,731	4,099
Licenses, permits, fees and penalties	16,478	8,665	10,536	11,530	9,508	6,860	6,523	9,222	5,690	4,286
Intergovernmental	29,685	13,920	15,269	8,570	13,766	10,611	6,838	8,091	8,017	9,359
Charges for services	49,067	45,237	42,941	46,938	39,012	32,749	26,621	32,767	28,395	24,647
Contribution in-lieu of taxes	21,304	21,986	21,117	19,057	17,493	16,591	15,219	15,343	14,912	13,448
Interest and rents	16,927	15,223	14,636	15,617	10,692	7,672	20,026	21,329	25,220	25,477
Net increase (decrease) in the fair value of investments	8,082	(2,452)	(3,217)	1,049	496	1,815	(3,567)	(707)	(3,571)	449
Other	15,021	11,957	32,209	9,578	13,792	6,740	4,627	3,645	2,515	2,829
<b>TOTAL REVENUES</b>	<b>\$ 309,286</b>	<b>\$ 252,794</b>	<b>\$ 266,339</b>	<b>\$ 241,829</b>	<b>\$ 215,341</b>	<b>\$ 189,293</b>	<b>\$ 170,104</b>	<b>\$ 190,744</b>	<b>\$ 187,836</b>	<b>\$ 186,606</b>

Source: Finance Office, City of Santa Clara.

**CITY OF SANTA CLARA**  
**CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS**  
**Last Ten Fiscal Years**  
**(Modified Accrual Basis of Accounting)**  
**(In Thousands)**  
**(continued)**

**Table 4**

	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010
<b>EXPENDITURES</b>										
<b>Current:</b>										
General Administration	\$ 36,093	\$ 28,997	\$ 24,265	\$ 23,743	\$ 18,684	\$ 17,101	\$ 17,615	\$ 26,430	\$ 31,829	\$ 31,524
City Clerk	1,440	1,361	1,594	1,007	1,060	863	970	703	777	662
City Attorney	2,006	1,690	1,658	1,500	1,329	1,335	1,226	1,328	1,172	1,314
Human Resources	3,151	3,175	2,993	2,616	2,322	2,279	2,055	1,979	1,947	1,804
Finance	11,697	10,484	9,725	9,319	8,455	8,231	7,876	7,588	7,170	7,535
Public Works	31,595	25,595	24,018	20,088	18,424	17,562	16,765	16,231	17,133	17,178
Parks and Recreation	20,026	18,882	17,364	16,162	14,506	14,428	14,063	14,124	13,844	13,906
Public Safety:										
Police	62,799	67,841	62,290	61,015	54,344	45,584	42,991	41,912	42,520	43,959
Fire	50,975	49,043	42,550	39,129	35,144	33,267	32,370	31,522	32,214	33,768
Planning and Inspection	11,521	9,896	9,156	8,231	7,620	6,938	6,268	5,725	5,680	5,726
Library	10,234	10,426	9,113	9,479	7,611	7,206	6,564	6,594	6,932	7,406
Capital Outlay	30,382	19,933	29,329	13,434	10,730	8,736	15,060	46,490	15,361	13,022
Debt Service:										
Principal Payments	1,786	1,731	1,674	1,620	1,576	8,520	24,302	4,294	29,720	10,555
Interest and fiscal fees	712	767	825	879	925	1,174	2,009	7,038	10,335	10,128
Bond issuance cost	-	7	2	1	2	5	411	5	490	8
Supplemental Educational Revenue Augmentation Fund	-	-	-	-	-	-	-	-	2,025	9,834
Pass Through Payments	-	-	-	-	-	-	-	1,085	-	-
<b>TOTAL EXPENDITURES</b>	<b>274,417</b>	<b>249,828</b>	<b>236,556</b>	<b>208,223</b>	<b>182,732</b>	<b>173,229</b>	<b>190,545</b>	<b>213,048</b>	<b>219,149</b>	<b>208,329</b>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</b>	<b>34,869</b>	<b>2,966</b>	<b>29,783</b>	<b>33,606</b>	<b>32,609</b>	<b>16,064</b>	<b>(20,441)</b>	<b>(22,304)</b>	<b>(31,313)</b>	<b>(21,723)</b>
<b>OTHER FINANCING SOURCES (USES):</b>										
Sale of Capital Assets	-	-	-	-	-	-	-	-	-	2
Co-op Agreements Activities	-	-	-	-	-	-	-	(5)	(8,297)	-
Proceeds from Bond Issuance	-	-	-	-	-	-	19,572	-	41,451	-
Transfers in	43,334	21,381	44,983	58,473	14,152	27,961	17,525	96,634	25,705	31,493
Transfers out	(45,001)	(23,106)	(52,832)	(27,581)	(12,295)	(25,918)	(14,446)	(20,180)	(23,661)	(29,521)
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<b>(1,667)</b>	<b>(1,725)</b>	<b>(7,849)</b>	<b>30,892</b>	<b>1,857</b>	<b>2,043</b>	<b>22,651</b>	<b>76,449</b>	<b>35,198</b>	<b>1,974</b>
<b>NET CHANGE IN FUND BALANCES</b>										
<b>BEFORE SPECIAL ITEM</b>	<b>\$ 33,202</b>	<b>\$ 1,241</b>	<b>\$ 21,934</b>	<b>\$ 64,498</b>	<b>\$ 34,466</b>	<b>\$ 18,107</b>	<b>\$ 2,210</b>	<b>\$ 54,145</b>	<b>\$ 3,885</b>	<b>\$ (19,749)</b>
<b>SPECIAL ITEM-ASSET TRANSFERRED TO LIABILITIES ASSUMED BY SUCCESSOR AGENCY</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(842)</b>	<b>(9,224)</b>	<b>(80,152)</b>	<b>(29,563)</b>	<b>(31,847)</b>	<b>-</b>	<b>-</b>
<b>NET CHANGE IN FUND BALANCES AFTER SPECIAL ITEM</b>	<b>\$ 33,202</b>	<b>\$ 1,241</b>	<b>\$ 21,934</b>	<b>\$ 63,656</b>	<b>\$ 25,242</b>	<b>\$ (62,045)</b>	<b>\$ (27,353)</b>	<b>\$ 22,298</b>	<b>\$ 3,885</b>	<b>\$ (19,749)</b>
<b>DEBT SERVICE AS A PERCENTAGE OF NON-CAPITAL EXPENDITURES</b>	<b>1%</b>	<b>1%</b>	<b>1%</b>	<b>1%</b>	<b>1%</b>	<b>6%</b>	<b>15%</b>	<b>7%</b>	<b>21%</b>	<b>15%</b>

Source: Finance Office, City of Santa Clara.

**CITY OF SANTA CLARA**  
**ASSESSED AND ESTIMATED ACTUAL VALUE OF TAXABLE PROPERTY**  
**Last Ten Fiscal Years**  
**(In Thousands)**

**Table 5**

Fiscal Year Ending June 30	Net Local Secured Roll <sup>(1)</sup>	State Assessed Valuation	Net Unsecured Roll	Net Assessed Valuation	Total Assessed Valuation	Ratio of Net		
						Assessed Valuation To Total Assessed Valuation	% of Growth of Assessed Valuation	Total Direct Tax Rate
2009 / 10	\$ 20,707,612	\$ 3,689	\$ 3,844,940	\$24,556,241	\$ 24,674,410	99.52%	0.80%	1.13%
2010 / 11	19,949,252	3,689	3,634,484	23,587,425	23,704,433	99.51%	-3.95%	1.11%
2011 / 12	19,818,648	4,641	3,892,148	23,715,437	23,830,461	99.52%	0.54%	1.14%
2012 / 13	20,475,348	4,641	4,702,675	25,182,664	25,295,792	99.55%	6.19%	1.16%
2013 / 14	22,216,962	4,641	4,680,536	26,902,139	27,012,697	99.59%	6.83%	1.14%
2014 / 15	24,294,056	4,183	4,352,204	28,650,443	28,758,679	99.62%	6.50%	1.13%
2015 / 16	27,659,960	4,183	5,157,346	32,821,489	32,927,777	99.68%	14.56%	1.16%
2016 / 17	30,672,596	4,183	5,856,885	36,533,664	36,638,297	99.71%	11.31%	1.15%
2017 / 18	33,449,607	3,896	6,553,560	40,007,063	40,109,539	99.74%	9.51%	1.16%
2018 / 19	36,596,483	354	7,266,592	43,863,429	43,964,914	99.77%	9.64%	1.13%

Note:

(1) Net of Home Owner Property Tax Relief.

Source: County of Santa Clara, Department of Finance

**CITY OF SANTA CLARA  
PROPERTY TAX RATES  
(Per \$100 Assessed Valuation)  
Direct and Overlapping Governments  
Last Ten Fiscal Years**

**Table 6**

<b>Fiscal Year Ending June 30</b>	<b>Santa Clara County</b>	<b>School Districts</b>	<b>Special Districts</b>	<b>Total</b>
2009 / 10	1.0388%	0.0841%	0.0074%	1.1303%
2010 / 11	1.0388%	0.0658%	0.0072%	1.1118%
2011 / 12	1.0388%	0.0973%	0.0064%	1.1425%
2012 / 13	1.0388%	0.1108%	0.0069%	1.1565%
2013 / 14	1.0388%	0.0962%	0.0070%	1.1420%
2014 / 15	1.0388%	0.0824%	0.0065%	1.1277%
2015 / 16	1.0388%	0.1174%	0.0057%	1.1619%
2016 / 17	1.0388%	0.1014%	0.0086%	1.1488%
2017 / 18	1.0388%	0.1028%	0.0062%	1.1478%
2018 / 19	1.0388%	0.0905%	0.0042%	1.1335%
<p>Tax rate limit: A state constitutional amendment (Proposition 13) commencing with fiscal 1979 provided that the tax rate was limited to 1% of full cash value, levied only by the County and shared with all other jurisdictions. All jurisdictions may levy a tax rate for voter approved debt.</p> <p>Due date for current taxes: First installment - November 1; second installment - February 1.</p> <p>Penalties for delinquency: 10% and 1.5% of tax per month after date taxes become delinquent.</p> <p>Collected by government unit: County of Santa Clara.</p> <p>Basis upon which collections are distributed: Taxing jurisdictions assessed valuations and tax rates for voter approved debt to taxing jurisdictions, County rate (1% of full cash value) shared by all jurisdictions.</p> <p>Compensation paid to collecting government unit for fiscal year 2018-19 is \$355,617</p>				

Note: Tax rates stated are the rates applicable to the tax rate area 7-000 as typical tax rate area within the City. Rates are based on \$100 assessed valuation.

Source: County of Santa Clara, Department of Finance

**CITY OF SANTA CLARA**  
**PRINCIPAL PROPERTY TAX PAYERS**  
**2018-19 AND 2010-11 COMPARISON FOR GENERAL FUND**  
**(In Thousands)**

**Table 7**

Taxpayers	2018-19		2010-11	
	Assessed Valuation	Percentage of Total Assessed Valuation	Assessed Valuation	Percentage of Total Assessed Valuation
Intel Corporation	\$ 1,679,710	3.82%	\$ 974,576	4.71%
Forty Niners SC Stadium Company LLC	1,392,818	3.17%	-	0.00%
Sobrato Interest (Sobrato Development Company)	864,176	1.97%	308,442	1.49%
Microsoft Corporation	547,106	1.24%	-	0.00%
Apple Inc	533,828	1.21%	-	0.00%
Vantage Data Centers LLC	517,390	1.18%	-	0.00%
Xeres Ventures LLC	486,495	1.11%	-	0.00%
3515-3585 Monroe Street LLC	468,303	1.07%	-	0.00%
County of Santa Clara	454,531	1.03%	-	0.00%
Augustine Bowers LLC	453,855	1.03%	-	0.00%
Agilent Technologies	-	0.00%	306,451	1.48%
Applied Materials, Inc.	-	0.00%	238,795	1.16%
Oracle America Inc (formerly Sun Microsystems)	-	0.00%	210,109	1.02%
Marvell Technology Inc	-	0.00%	200,350	0.97%
Silicon Valley California LLC	-	0.00%	194,215	0.94%
Harvest 2400 LLC	-	0.00%	177,420	0.86%
Nvidia Corporation (formerly Nvidia Land Development LLC)	-	0.00%	170,066	0.82%
National Semiconductor Corporation	-	0.00%	168,780	0.82%
Top Ten Total	\$ 7,398,212	16.83%	\$ 2,949,204	14.27%
City Total	<u>\$ 43,964,914</u>		<u>\$ 20,672,989</u>	

Sources: Santa Clara County Assessor 2018-19 and 2010-11 Combined Tax Rolls through HdL Coren & Cone.

Principal property taxpayers information for 2009-10 is not available.

**CITY OF SANTA CLARA**  
**PROPERTY TAX LEVIES AND COLLECTIONS**  
**Last Ten Fiscal Years**  
**(In Thousands)**

**Table 8**

<b>Fiscal Year Ending June 30</b>	<b>Gross Tax Levy</b>	<b>Current Tax Collections</b>	<b>Percentage of Current Levy Collected</b>	<b>Delinquent Tax Collected</b>	<b>Total Collections</b>	<b>Percentage of Total Levy Collected</b>
2009 / 10	\$ 21,674	\$ 21,631	99.80%	-	\$ 21,631	99.80%
2010 / 11	20,894	20,867	99.87%	-	20,867	99.87%
2011 / 12	21,044	21,044	100.00%	-	21,044	100.00%
2012 / 13	22,313	22,313	100.00%	-	22,313	100.00%
2013 / 14	24,027	24,027	100.00%	-	24,027	100.00%
2014 / 15	25,550	25,550	100.00%	-	25,550	100.00%
2015 / 16	27,603	27,603	100.00%	-	27,603	100.00%
2016 / 17	30,605	30,605	100.00%	-	30,605	100.00%
2017 / 18	33,312	33,312	100.00%	-	33,312	100.00%
2018 / 19	37,374	37,374	100.00%	-	37,374	100.00%

Sources: City of Santa Clara and County of Santa Clara, Department of Finance

**CITY OF SANTA CLARA  
PRINCIPAL SALE/USE TAX CONTRIBUTORS  
June 30, 2019**

**Table 9**

**This list is in alphabetical order and represents sales from July 2018 to June 2019**

**The Top 25 Sales / Use Tax contributors generate 45% of Santa Clara's total sales and use tax revenue**

APPLIED MATERIALS	LEVI'S STADIUM
ARISTA NETWORKS	LEXUS OF STEVENS CREEK
AUTONATION ACURA STEVENS CREEK	MACY'S MENS & HOME
BLOOM ENERGY	NORMAN S. WRIGHT MECHANICAL EQUIPMENT CORPORATION
COSTCO WHOLESALE	NVIDIA CORPORATION
ENTERPRISE RENT-A-CAR	ONE WORKPLACE L. FERRARI
EOS IT MANAGEMENT SOLUTIONS	PIVOT INTERIORS
FINANCIAL SERVICES VEHICLE TRUST	PORSCHE STEVENS CREEK
FISHER SCIENTIFIC	STEVENS CREEK AUTO IMPORTS
FRONTIER FORD	STEVENS CREEK BMW
HOME DEPOT	TARGET STORES
ICPC	WORLD WIDE TECHNOLOGY
INTEL CORPORATION	

Sources: From Muni Services Sales Tax Digest Summary.



**CITY OF SANTA CLARA**  
**RATIOS OF OUTSTANDING DEBT BY TYPE**  
**Last Ten Fiscal Years**  
**(In Thousands)**

**Table 10**

Fiscal Year Ending June 30	Governmental Activities					Former Redevelopment Agency	Business Activities	Santa Clara Stadium Authority	Total Primary Government	Population	Debt per Capita	Total Personal Income (\$000)	Debt/ Income Ratio
	Public Facilities Financing Corporation					Tax Allocation Bonds <sup>(1)</sup>	Revenue Bonds	Revenue Bonds					
	Certificates of Participation	Insurance Funding Bonds	Assessment Bonds	Total Governmental Activities									
2009 / 10	\$ 48,620	\$ -	\$ 2,155	\$ 50,775	\$ 119,660	\$ 223,170	\$ -	\$ 393,605	118,830	\$ 3,312	\$ 4,291,695	9.17%	
2010 / 11	43,822	-	-	43,822	138,511	223,920	-	406,253	118,169	3,438	4,727,907	8.59%	
2011 / 12	39,528	-	-	39,528	-	210,646	132,630	382,804	118,813	3,222	4,399,786	8.70%	
2012 / 13	34,784	-	-	34,784	-	199,676	396,140	630,600	120,284	5,243	4,530,093	13.92%	
2013 / 14	26,210	-	-	26,210	-	227,163	653,367	906,740	121,229	7,480	4,739,710	19.13%	
2014 / 15	24,579	-	-	24,579	-	226,828	561,556	812,963	120,973	6,720	4,952,711	16.41%	
2015 / 16	22,905	-	-	22,905	-	229,719	464,720	717,344	123,752	5,797	5,194,006	13.81%	
2016 / 17	21,177	-	-	21,177	-	220,800	429,773	671,750	123,983	5,418	5,454,137	12.32%	
2017 / 18	19,392	-	-	19,392	-	208,117	394,827	622,336	129,604	4,802	6,064,143	10.26%	
2018 / 19	17,551	-	-	17,551	-	189,158	340,217	546,926	128,717	4,249	6,121,909	8.93%	

Notes:

(1) Beginning fiscal year 2011-12, Tax Allocation Bonds Direct Debt amounts for the Former Redevelopment Agency are shown in the Successor Agency of the City of Santa Clara's Statistical Section, Table 4.

Sources: Finance Office, City of Santa Clara and MuniServices LLC.

**CITY OF SANTA CLARA  
POPULATION AND ASSESSED VALUATION  
Last Ten Fiscal Years  
(In Thousands)**

**Table 11**

<b>Fiscal Year Ending June 30</b>	<b>Population</b>	<b>Total Assessed Valuation</b>
2009 / 10	116.3 <sup>(1)</sup>	24,674,410
2010 / 11	118.2	23,704,433
2011 / 12	118.8	23,830,461
2012 / 13	120.3	25,295,792
2013 / 14	121.2	27,012,697
2014 / 15	121.0	28,758,679
2015 / 16	123.8	32,927,777
2016 / 17	123.9	36,638,297
2017 / 18	128.8	40,109,539
2018 / 19	128.7	43,964,914

Note: (1) Population was revised based on 2010 U.S. Census results.

Sources: State of California, Department of Finance

County of Santa Clara, Department of Finance

**CITY OF SANTA CLARA**  
**COMPUTATION OF DIRECT AND OVERLAPPING BONDED DEBT**  
**June 30, 2019**

**Table 12**

Description	% Applicable	Debt
<b><u>Direct Debt:</u></b>		
2010 Lease Financing	100%	3,089,000
2013 Refunding Certificates of Participation	100%	13,770,000
<b>Total Gross Direct Debt</b>		<b>16,859,000</b>
Unamortized Premium/Discount	100%	692,284
<b>Total Net Direct Debt</b>		<b>17,551,284</b>
<b><u>Overlapping Debt:</u></b>		
Santa Clara County General Fund Obligations		64,694,587
Santa Clara County Pension Fund Obligations		32,084,097
Santa Clara Valley Water District Benefit Assessment District		6,698,549
Santa Clara County Board of Education Certificates of Participation		387,418
San Jose-Evergreen Community College District Pension Obligations		28,470
West Valley-Mission Community College District General Fund Obligations		18,458,472
Foothill-DeAnza Community College District		333,770
San Jose-Evergreen Community College District		279,999
West Valley Community College District		188,534,596
Fremont Union High School District		15,522,621
Campbell Union High School District General Fund Obligations		206,800
Campbell Union School District		8,671,394
Campbell Union High School District		8,051,655
Campbell Union School District Certificates of Participation		119,314
El Camino Hospital District		1,447,819
San Jose Unified School District		863,658
Cupertino Union School District		13,498,009
Santa Clara Unified School District		676,011,138
San Jose Unified School District Certificates of Participation		18,693
Santa Clara County		86,244,381
Foothill-DeAnza Community College District Certificates of Participation		7,745,597
Santa Clara Unified School District Certificates of Participation		8,650,902
Santa Clara County Vector Control District Certificates of Participation		204,407
<b>Total Overlapping Debt</b>		<b>1,138,756,346</b>
<b>Total Gross Direct and Overlapping Bonded Debt <sup>(1)</sup></b>		<b>1,155,615,346</b>
<b>Direct Unamortized Premium/Discount</b>		<b>-</b>
<b>TOTAL NET DIRECT AND OVERLAPPING BONDED DEBT</b>		<b>\$ 1,155,615,346</b>
2018 / 19 Assessed Value	\$ 43,964,913,741	
<b><u>Ratios to Assessed Valuation:</u></b>		
Direct Debt	\$ (17,551,284)	0.040%
Total Gross Debt		2.630%
Total Net Debt		2.560%

Note: (1) Excludes tax and revenue anticipation notes, revenue, mortgage revenue and tax allocation bonds.

Source: California Municipal Statistics, Inc.

**CITY OF SANTA CLARA**  
**LEGAL DEBT MARGIN INFORMATION**  
**Last Ten Fiscal Years**  
**(In Thousands)**

Table 13

<b>Fiscal Year Ending June 30</b>	<b>Net Assessed Valuation</b>	<b>Debt Limit- 15% of Assessed Valuation <sup>(1)</sup></b>	<b>Debt Applicable to Limit</b>	<b>Legal Debt Margin</b>
2009 / 10	\$ 24,556,241	\$ 3,683,436	\$ -	\$ 3,683,436
2010 / 11	23,587,425	3,538,114	-	3,538,114
2011 / 12	23,715,437	3,557,316	-	3,557,316
2012 / 13	25,182,664	3,777,400	-	3,777,400
2013 / 14	26,902,139	4,035,321	-	4,035,321
2014 / 15	28,650,444	4,297,567	-	4,297,567
2015 / 16	32,821,489	4,923,223	-	4,923,223
2016 / 17	36,533,664	5,480,050	-	5,480,050
2017 / 18	40,007,063	6,001,059	-	6,001,059
2018 / 19	43,863,429	6,579,514	-	6,579,514

Note:

(1) Section 1309 of the City Charter of the City states: "Bonded Debt Limit. The bonded indebtedness of the City may not in the aggregate exceed the sum of fifteen percent (15%) of the total assessed valuation of property within the City, exclusive of revenue bonds or any indebtedness that has been or may hereafter be incurred for the purposes of acquiring, constructing, extending, or maintaining municipally owned utilities for which purposes a further indebtedness may be incurred by the issuance of bonds, subject only to the provisions of the State Constitution and this Charter."

Sources: County of Santa Clara, Department of Finance and City of Santa Clara

**CITY OF SANTA CLARA  
PLEDGED REVENUE COVERAGE  
ELECTRIC REVENUE BOND  
Last Ten Fiscal Years  
(In Thousands)**

**Table 14**

<b>Fiscal Year Ending June 30</b>	<b>Gross Revenue</b>	<b>Less Operating Expense</b>	<b>Net Revenue Available For Debt Service</b>	<b>Principal</b>	<b>Interest</b>	<b>Letter Of Credit Fees</b>	<b>Total</b>	<b>Coverage <sup>(1)</sup></b>
2009 / 10	\$ 296,833	\$ 276,402	\$ 20,431	\$ 4,220	\$ 7,235	\$ 838	\$ 12,293	1.66
2010 / 11	269,610	233,939	35,671	4,425	8,022	1,793	14,240	2.50
2011 / 12	300,216	238,074	62,142	6,255	9,616	1,017	16,888	3.68
2012 / 13	298,522	266,246	32,276	6,560	9,899	813	17,272	1.87
2013 / 14	314,847	288,954	25,893	3,550	7,994	637	12,181	2.13
2014 / 15	332,178	297,846	34,332	6,485	7,990	459	14,934	2.30
2015 / 16	359,084	316,578	42,506	8,958	8,348	358	17,664	2.41
2016 / 17	352,828	317,237	35,591	7,640	8,434	335	16,409	2.17
2017 / 18	383,662	346,825	36,837	11,416	6,594	302	18,312	2.01
2018 / 19	414,975	331,141	83,834	11,897	11,565	607	24,069	3.48

Notes:

(1) The required coverage is 1.00.

Source: City of Santa Clara

**CITY OF SANTA CLARA  
DEMOGRAPHIC AND ECONOMIC STATISTICS  
Last Ten Calendar Years**

**Table 15**

<b>Year</b>	<b>Population</b>	<b>Personal Income (\$000)</b>	<b>Per Capita Buying Income</b>	<b>Median Age</b>	<b>Public School Enrollment</b>	<b>County Unemployment Rate</b>	<b>City Unemployment Rate</b>
2009 / 10	116,308	\$ 4,291,695	\$ 36,607	34.9	14,446	11.3%	10.4%
2010 / 11	118,169	4,727,907	40,010	34.3	14,731	10.3%	9.4%
2011 / 12	118,813	4,399,786	37,031	33.8	14,686	8.7%	8.0%
2012 / 13	120,284	4,530,093	37,662	34.1	14,705	6.8%	6.2%
2013 / 14	121,229	4,739,710	39,097	35.0	15,169	5.4%	4.9%
2014 / 15	120,973	4,952,711	40,941	34.4	15,169	3.9%	3.6%
2015 / 16	123,752	5,194,006	41,971	34.3	15,388	4.2%	3.7%
2016 / 17	123,983	5,454,137	43,991	34.3	15,409	3.8%	3.4%
2017 / 18	129,604	6,064,143	46,790	34.3	15,509	2.9%	2.7%
2018 / 19	128,717	6,121,909	47,561	33.9	15,387	2.1%	1.9%

Sources: MuniServices, LLC

(1) Population data by the California Department of Finance Projections.

(2) The California Department of Finance demographics estimates now incorporate 2010 Census counts as a benchmark.

(3) Unemployment and Total Employment Data are provided by the EDD's Bureau of Labor Statistics Department.

(4) Student Enrollment reflects the total number of students enrolled in the Santa Clara Unified School District.

**CITY OF SANTA CLARA  
PRINCIPAL EMPLOYERS  
Current Year and Ten Years Ago**

**Table 16**

<b>Company</b>	<b>2019</b>		<b>2010</b>	
	<b>Number of Employees</b>	<b>Percentage of Total City Employment</b>	<b>Number of Employees</b>	<b>Percentage of Total City Employment</b>
Applied Materials, Inc.	8,500	22.8%	3,746	6.7%
Intel Corporation	7,801	20.9%	5,734	10.3%
Advanced Micro Devices Inc.	3,000	8.0%		
California's Great America	2,500	6.7%		
Avaya Inc.	2,000	5.4%		
Santa Clara University	2,000	5.4%	1,350	2.4%
City of Santa Clara	1,955	5.2%		
Kaiser Foundation Hospitals	1,459	3.9%	5,630	10.1%
Macy's	1,200	3.2%		
Catalyst Semiconductor Inc.	1,100	2.9%		
Sra Oss Inc.	-	0%		
Oracle Corporation (Sun Microsystems)	-	0%	2,700	4.9%
Nvidia Corporation	-	0%	2,657	4.8%
BAE Systmes Land & Armaments	-	0%	1,914	3.4%
National Semiconductor Inc.	-	0%	1,500	2.7%
Agilent Technologies	-	0%	1,384	2.5%
Pacific Maintenance Company	-	0%	1,000	1.8%
<b>Total Top Ten</b>	<b>31,515</b>	<b>84.4%</b>	<b>27,615</b>	<b>49.6%</b>
All Others	5,801	15.6%	27,985	50.4%
<b>Total Employment</b>	<b>37,316</b>	<b>100%</b>	<b>55,600</b>	<b>100%</b>

Sources: Fiscal year 2019: ReferenceUSA database, Infogroup, Inc., Papillion, Nebraska

Sources: Fiscal year 2010: Santa Clara Business License Department

**CITY OF SANTA CLARA**  
**FULL-TIME EQUIVALENT BUDGETED CITY EMPLOYEES BY PROGRAM/FUNCTION**  
**Last Ten Fiscal Years**

**Table 17**

	Fiscal Year Ending June 30									
	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010
City Council	10.00	11.00	10.00	9.00	8.50	8.50	8.50	8.50	8.50	8.50
City Clerk	6.00	7.00	7.00	5.00	5.00	5.00	4.00	4.00	4.00	4.00
City Attorney	7.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	7.00	7.00
City Manager	13.00	14.00	13.00	16.00	9.00	9.00	8.00	8.00	8.00	9.00
Information Technology	7.00	7.00	7.00	5.00	5.00	4.00	4.00	4.00	4.00	4.00
Human Resources	15.00	15.00	15.00	14.50	14.50	14.50	14.50	14.50	14.50	15.00
Finance	61.00	61.00	61.75	60.25	58.25	58.00	58.00	58.00	58.00	62.00
Parks & Recreation	80.75	80.75	79.00	82.75	82.75	82.00	82.00	82.00	82.00	83.00
Library	46.75	45.50	45.50	47.00	46.50	46.50	42.00	42.00	42.75	42.75
Community Development	65.00	64.00	56.00	42.00	44.00	40.00	40.00	40.00	40.00	40.00
Engineering	39.92	40.92	39.25	38.25	38.00	38.00	38.00	38.00	38.00	38.00
Building Maintenance	13.23	13.23	12.90	10.90	11.40	11.50	11.50	11.50	12.50	13.50
Street	58.60	58.60	59.60	65.35	63.10	62.00	63.00	63.00	63.00	64.00
Automotive Services	15.75	15.75	15.75	15.00	15.00	15.00	16.00	18.00	18.00	19.00
Police	239.00	239.00	231.00	222.00	219.00	222.00	222.00	222.00	227.00	227.00
Fire	167.25	167.50	166.50	179.50	179.50	179.50	179.50	179.50	179.50	179.50
Non-Departmental	4.00	-	-	-	-	-	-	-	-	-
Electric Utility	189.00	186.00	179.00	166.00	156.00	142.00	135.00	135.00	144.00	144.00
Water Utility	50.35	50.85	52.70	50.10	47.10	45.40	45.80	45.80	46.15	45.45
Sewer Utility	22.65	22.15	21.30	19.90	17.90	15.60	14.20	14.20	13.85	14.55
TOTAL	1,111.25	1,105.25	1,078.25	1,054.50	1,026.50	1,004.50	992.00	994.00	1,010.75	1,020.25

Source: City of Santa Clara Annual Budget



**CITY OF SANTA CLARA**  
**OPERATING INDICATORS BY FUNCTION/ACTIVITY**  
**Last Ten Fiscal Years**

**Table 18**

	<b>Fiscal Year Ending June 30</b>									
	<b>2019</b>	<b>2018</b>	<b>2017</b>	<b>2016</b>	<b>2015</b>	<b>2014</b>	<b>2013</b>	<b>2012</b>	<b>2011</b>	<b>2010</b>
Culture and Recreation:										
Number of library items circulated	2,509,201	2,612,102	2,700,315	2,479,126	2,491,553	2,260,844	2,525,555	2,527,883	2,466,152	2,782,561
Fire Protection:										
Number of calls answered	9,456	8,849	8,850	8,933	8,403	8,336	8,232	8,135	8,659	8,671
Number of inspections conducted	6,404	8,470	9,696	8,260	8,067	8,784	9,097	9,775	10,234	8,565
Police Protection:										
Number of calls for service <sup>(1)</sup>	58,912	53,865	50,429	51,853	60,208	59,474	59,158	57,018	62,004	64,797
Electric System:										
Maximum annual demand (MW)	587.8	586.6	568.1	526.4	491.1	482.4	471.1	463.01	471.37	459.8
Total annual energy (Mwh)	3,693,251	3,733,800	3,628,200	3,488,004	3,238,372	3,145,100	3,102,166	3,052,818	2,950,301	2,909,151
Sewer System:										
Number of service connections	25,481	26,236	26,162	25,744	25,656	25,660	25,530	25,300	25,420	25,540
Peak flow (5-day average, WPCP) (MG)	110	110	110	110	121	121	121	121	120	109
Maximum daily capacity of treatment plant (WPCP) (MGD)	167	167	167	167	167	167	167	167	167	167
Peak flow (5-day average, City) (MGD)	16	16	16	16	16	16	16	16	16	16
Water System:										
Number of service accounts	25,293	25,670	25,714	25,716	25,656	25,530	25,530	25,300	25,420	25,540
Daily Average consumption (MG)	16	15	15	15	16.8	18.8	19	19	18.6	18.1
Maximum daily capacity of plant:										
Potable Water (MGD)	80	80	80	96	87	87	87	87	87	87
Recycled Water (MGD)	15	15	30	14	15	15	15	15	15	15

Note: (1) Data Based on Calendar Year  
Source: City of Santa Clara

**CITY OF SANTA CLARA  
CAPITAL ASSETS STATISTICS BY FUNCTION  
Last Ten Fiscal Years**

**Table 19**

	Fiscal Year Ending June 30									
	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010
Culture and Recreation:										
Number of community centers	4	4	4	4	4	4	4	4	4	4
Number of parks	39	39	35	34	34	32	32	32	32	32
Park acreage	254	311	330	274	273	273	273	273	273	273
Number of golf courses	1	1	1	1	1	1	1	1	1	1
Number of swimming pools	11	11	11	5	5	5	5	5	5	5
Number of tennis courts	28	28	28	28	28	28	28	28	28	28
Number of lawn bowling greens	1	1	1	1	1	1	1	1	1	1
Number of lighted soccer fields	3	3	3	3	3	3	3	3	3	3
Number of lighted softball fields	7	7	7	7	7	7	7	7	7	7
Number of neighborhood park buildings	8	8	8	8	8	8	8	8	8	8
Number of gymnastic centers	1	1	1	1	1	1	1	1	1	1
Number of skate parks	1	1	1	1	1	1	1	1	1	1
Number of community theaters	1	1	1	1	1	1	1	1	1	1
Number of libraries	3	3	3	3	2	2	2	2	2	2
Cemetery	2	2	2	2	2	2	2	2	2	2
Fire Protection:										
Number of stations	10	10	10	10	10	10	10	10	10	10
Police Protection:										
Number of stations	2	2	2	2	2	2	2	2	2	2
Electric System:										
Number of meters	55,971	55,139	54,942	53,824	53,360	52,775	52,957	52,867	52,327	52,090
Miles of high voltage lines	613	612	608	605	591	590	586	582	579	573
Number of substations	28	27	27	27	27	26	26	26	26	24
Sewerage System:										
Miles of sanitary sewers	288	288	288	288	288	288	288	286	285	285
Miles of storm sewers	195	195	195	195	195	-	141	141	140	140
Number of treatment plants	1 Tertiary	1 Tertiary	1 Tertiary	1 Tertiary	1 Tertiary	1 Tertiary	1 Tertiary	1 Tertiary	1 Tertiary	1 Tertiary
Water System:										
Miles of water mains	335	335	335	310	335	335	335	335	335	335
Number of fire hydrants	3,404	3,382	3,501	3,383	3,315	3,315	3,315	3,315	3,315	3,315
Miles of recycled water mains	33	33	33	33	33	33	33	33	23	21
Streets:										
Miles of Streets	252	252	252	252	252	249	249	249	249	249
Number of Street Lights	8,187	8,118	8,112	8,103	8,097	8,054	8,077	8,046	7,993	7,990
Number of Traffic Signals	207	207	207	206	200	196	191	188	188	188

Source: City of Santa Clara

**CITY OF SANTA CLARA  
STATEMENT OF INSURANCE COVERAGE  
June 30, 2019**

**Table 20**

TYPE OF POLICY	INSURANCE COMPANY	LIMITS <sup>(1)</sup>	ANNUAL PREMIUM	TERM YEARS	EXPIRATION DATE <sup>(2)</sup>
<b><u>Liability</u></b>					
Comprehensive General	Self-insured (Since 1987)	\$3 million	n/a	-	Ongoing
Excess Liability	CSAC Excess Ins. Authority and various other carriers	\$60 million	\$516,679	1	7/1/2019
Workers' Compensation	Self-insured (since 1973)	\$500 thousand	n/a	-	Ongoing
Excess Workers' Compensation	CSAC Excess Ins. Authority	\$5 million	\$1,029,442	1	7/1/2019
<b><u>Property Coverage</u></b>					
All Risks, including flood, excluding earthquake	Alliant Property Insurance Program (APIP) Various excess carriers	\$1 billion	\$495,574	1	7/1/2019
Boiler and Machinery	Alliant Property Insurance Program (APIP) Various excess carriers	\$100 million	\$8,501	1	7/1/2019
<b><u>Financial Loss Bonds</u></b>					
Crime Coverage Bond	CSAC Excess Insurance Authority	\$15 million	\$9,057	1	6/30/2019

Notes:

(1) Limits are per occurrence

(2) All policies have been renewed

Source: City of Santa Clara

<b>SUCCESSOR AGENCY CITY OF SANTA CLARA STATISTICAL SECTION</b>
---

This part of the City of Santa Clara’s Comprehensive Annual Report provides detailed information to better understand the data presented within the financial statements, note disclosures, and required supplementary information.

TABLES

**REVENUE CAPACITY**

1 - 3

Contains information to help the reader assess the Successor Agency’s most significant local revenue source, the property tax.

**DEBT CAPACITY**

4

Presents information to assess the affordability of the Successor Agency’s current levels of outstanding debts.

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**SUCCESSOR AGENCY OF THE CITY OF SANTA CLARA**  
**BAYSHORE NORTH PROJECT AREA**  
**HISTORICAL TAX INCREMENT**  
**Last Ten Fiscal Years**  
**(In Thousands)**

Table 1

	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010
Real Property Value	\$ 6,024,538	\$ 6,136,642	\$ 5,769,029	\$ 4,474,185	\$ 2,504,578	\$ 2,428,787	\$ 2,443,683	\$ 2,337,717	\$ 2,302,910	2,627,293
Other Property Value	22,913	25,857	27,877	796,082	551,425	450,943	468,788	492,292	423,299	388,607
Total Project Value	6,047,451	6,162,499	5,796,906	5,270,267	3,056,003	2,879,730	2,912,471	2,830,009	2,726,209	3,015,900
Less Base Value	(8,838)	(8,838)	(8,838)	49,632	49,322	(8,829)	(8,838)	(8,838)	(8,838)	(8,838)
Increment Over Base Value	6,038,613	6,153,661	5,788,068	5,319,899	3,105,325	2,870,901	2,903,633	2,821,171	2,717,371	3,007,062
Redevelopment Property										
Tax Trust Fund (RPTTF) <sup>(1)</sup>	-	-	-	5,697	9,365	26,759	13,366	-	-	-
Tax Increment Revenue	-	-	-	-	-	-	-	15,035	28,629	31,656
Supplemental Tax Revenue	-	-	-	-	-	-	-	-	(37)	94
Total Tax Revenue	-	-	-	5,697	9,365	26,759	13,366	15,035	28,592	31,750
Less:										
AB 1484 True-Up Payment <sup>(2)</sup>	-	-	-	-	-	-	(378)	-	-	-
Pass Through Payments	-	-	-	-	-	-	-	(1,085)	-	-
SERAF Payment	-	-	-	-	-	-	-	-	(1,975)	(9,592)
Housing Set-Aside	-	-	-	-	-	-	-	(3,007)	(8,578)	(9,525)
County Administrative Charge	-	-	-	-	-	-	-	-	(312)	(321)
Net Tax Revenue	\$ -	\$ -	\$ -	\$ 5,697	\$ 9,365	\$ 26,759	\$ 12,988	\$ 10,943	\$ 17,727	\$ 12,312

## Notes:

(1) With the State dissolving all RDAs on 02/01/2012, the structure of Tax Increment Revenue has changed. Starting in fiscal year 2012-13, the County's property tax distribution to the Successor Agency was changed to the Redevelopment Property Tax Trust Fund (RPTTF). The RPTTF reported in this table is the amount calculated by the County Auditor-Controller. Under the provisions of the laws dissolving the Redevelopment Agency, the Successor Agency only receives the funds necessary to fulfill its approved obligations.

(2) On June 28, 2012, AB 1484 became law which made a number of significant changes to ABX126. In particular, the new Health and Safety Code Section 34183.5 required the Santa Clara County Auditor-Controller to conduct a "true-up" of the June 1, 2012 distribution from the RPTTF for each former RDA. In accordance with the new law, the Successor Agency was required to make a "true-up" payment of \$378,540.37 by July 12, 2012.

Source: City of Santa Clara / Santa Clara County Auditor

**SUCCESSOR AGENCY OF THE CITY OF SANTA CLARA  
BAYSHORE NORTH PROJECT AREA  
TEN LARGEST ASSESSEES - TAXABLE VALUE  
June 30, 2019**

**Table 2**

	<b>ASSESSEE</b>	<b>ASSESSED PROPERTY USE</b>	<b>ASSESSED PROPERTY VALUATION</b>	<b>PERCENT OF TOTAL</b>
<b>1</b>	Forty Niners SC Stadium Company LLC	Commercial Office Building	\$ 1,392,817,568	23.03%
<b>2</b>	SI LLC	Commercial Office Building	513,226,734	8.49%
<b>3</b>	The Irvine Company	Commercial Office Building	219,873,155	3.64%
<b>4</b>	Leeco Real Estate Group LLC	Commercial Office Building	219,005,032	3.62%
<b>5</b>	PC Santa Clara Gateway 2 LLC	Commercial Office Building	204,470,065	3.38%
<b>6</b>	PR 3975 Freedom Circle	Commercial Office Building	160,424,499	2.65%
<b>7</b>	RAR2 - Stadium Techcter 123 LLC	Commercial Office Building	155,799,248	2.58%
<b>8</b>	PR II TWRS of GRT America Owner	Commercial Office Building	150,202,791	2.48%
<b>9</b>	Freedom Circle LLC	Commercial Office Building	139,739,567	2.31%
<b>10</b>	PR3976 Freedom Circle LLC	Commercial Office Building	136,375,231	2.26%
		<b>TOTAL</b>	<b>\$ 3,291,933,890</b>	<b>54.44%</b>
		<b>TOTAL AGENCY ASSESSED VALUE</b>	<b>\$ 6,038,612,937</b>	

Source: HDL Coren & Cone

**SUCCESSOR AGENCY OF THE CITY OF SANTA CLARA  
BAYSHORE NORTH PROJECT AREA  
ASSESSMENT APPEAL ACTIVITY OF TOP 20 ASSESSEES  
2018-19 Impacts**

**Table 3**

TAX ROLL		ASSESSED		HEARING		APPLICANT'S		
NUMBER	ASSESSEE	VALUATION/ORIGINAL	S/U <sup>(1)</sup>	NUMBER	DATE	STATUS	VALUATION	LAND USE
984-92-103	FORTY NINERS	\$ 554,267,314		17.0232			\$ 140,000,000	Commerical
984-92-104	FORTY NINERS	554,267,314		17.0233			\$ 140,000,000	Commerical
984-92-104	FORTY NINERS	548,980,708		16.0256			\$ 100,000,000	Commerical
984-92-103	FORTY NINERS	548,980,708		16.0257			\$ 100,000,000	Commerical
984-92-103	FORTY NINERS	253,784,158		18.1918			\$ 250,000,000	Commerical
18-042919	FORTY NINERS	107,998,183		SU-171871			70,000,000	N/A
16-081995	TELLABS OPER	96,468,721		16.G209			30,000,001	N/A
18-024043	ARISTA NETWO	90,246,611		18.1149			67,684,958	N/A
104-04-077	DIGITAL-PR O	64,403,447		18.0931			32,201,724	Commerical
104-04-077	DIGITAL-PR O	63,140,635		17.054			31,570,318	Commerical
104-04-077	DIGITAL-PR O	61,902,584		16.0395			30,951,292	Commerical
104-04-077	DIGITAL-PR O	60,688,809		15.2483			30,344,405	Commerical
104-04-077	DIGITAL-PR O	59,778,380		15.2459			29,889,190	Commerical
104-04-077	DIGITAL-PR O	59,500,000		15.2482			29,750,000	Commerical
17.1041	CEDAR FAIR S	59,280,246		17-018611			52,107,679	N/A
18.0594	CEDAR FAIR S	58,493,748		18-018278			45,139,625	N/A
18-018278	CEDAR FAIR S	58,493,748		18-018278			45,139,625	N/A
18-028549	QUALITY TECH	48,009,851		18-028549			4,800,985	N/A
10-037856	SAVVIS COMMU	45,935,890		10-037856			40,000,000	N/A
14-032002	SAVVIS COMMU	44,195,581		14-032002			22,000,000	N/A
		\$ 3,438,816,636					\$ 1,291,579,802	

Note:

(1) S=secured roll, U=unsecured roll

Source: Santa Clara County Assessor's Office



**SUCCESSOR AGENCY OF THE CITY OF SANTA CLARA  
BAYSHORE NORTH PROJECT AREA  
COMPUTATION OF DIRECT AND OVERLAPPING BONDED DEBT  
June 30, 2019**

**Table 4**

2018-19 Assessed Valuation:	\$ 6,047,450,893			
Base Year Valuation:	(8,837,956)			
Incremental Valuation:	<u>\$ 6,038,612,937</u>			
<b><u>DIRECT DEBT:</u></b>		<b>Total Debt 6/30/2019</b>	<b>% Applicable</b>	<b>Project Area's Share of Debt 6/30/19</b>
2003 Tax Allocation Bonds			100%	
2011 Tax Allocation Bonds			100%	-
TOTAL DIRECT DEBT				<u>\$ -</u>
<b><u>OVERLAPPING TAX AND ASSESSMENT DEBT:</u></b>				
Santa Clara Unified School District	\$ 1,067,830,000	9.388%		100,247,880
West Valley-Mission Community College District	635,310,000	4.295%		27,286,565
Santa Clara County	947,220,000	1.252%		11,859,194
Santa Clara Valley Water District Benefit Assessment District	73,570,000	1.252%		921,096
El Camino Hospital District	124,490,000	0.009%		11,204
TOTAL OVERLAPPING TAX AND ASSESSMENT DEBT				<u>\$ 140,325,939</u>
<b><u>OVERLAPPING GENERAL FUND DEBT:</u></b>				
Santa Clara County General Fund Obligations	\$ 710,539,120	1.252%	\$	8,895,950
Santa Clara County Pension Obligations	352,378,882	1.252%	\$	4,411,784
Santa Clara County Board of Education Certificates of Participation	4,255,000	1.252%	\$	53,273
West Valley-Mission Community College District Certificates of Participation	62,200,000	4.295%	\$	2,671,490
Santa Clara Unified School District Certificates of Participation	13,665,000	9.388%	\$	1,282,870
City of Santa Clara General Fund Obligations	16,859,000	13.755%	\$	2,318,955
Santa Clara County Vector Control District Certificates of Participation	2,245,000	1.252%	\$	28,107
TOTAL OVERLAPPING GENERAL FUND DEBT			\$	<u>19,662,429</u>
Less: Santa Clara County supported obligations			\$	(4,029,793)
COMBINED TOTAL DIRECT AND OVERLAPPING DEBT			\$	<u>159,988,368</u>
TOTAL NET DIRECT AND OVERLAPPING BONDED DEBT			\$	<u>155,958,575</u>
(1) Percentage of overlapping agency's assessed valuation located within boundaries of the project area				
(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations				
<b><u>Ratios to 2018-19 Assessed Valuation:</u></b>				
Combined Total Direct and Overlapping Debt	2.65%			
Net Combined Total Direct and Overlapping Debt	2.58%			

**CITY OF SANTA CLARA  
ELECTRIC UTILITY ENTERPRISE FUND  
(SILICON VALLEY POWER)  
FINANCIAL STATEMENTS**



**FOR THE YEAR ENDED JUNE 30, 2019  
WITH COMPARATIVE TOTALS  
AS OF JUNE 30, 2018  
CITY OF SANTA CLARA, CALIFORNIA  
1500 WARBURTON AVENUE  
SANTA CLARA. CA 95050-3796**



**CITY OF SANTA CLARA ELECTRIC UTILITY ENTERPRISE FUND  
(SILICON VALLEY POWER)**

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## INDEPENDENT AUDITOR'S REPORT

To the Honorable Members of the City Council  
City of Santa Clara, California

### ***Report on the Financial Statements***

We have audited the accompanying financial statements of the City of Santa Clara Electrical Utility Enterprise Fund (Silicon Valley Power) of the City of Santa Clara, California, as of and for the year ended June 30, 2019, and the related notes to the financial statements, as listed in the Table of Contents.

### ***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditor's Responsibility***

Our responsibility is to express opinions on these financial statements based on our audit. We did not audit the financial statements of Northern California Power Agency (NCPA) and Transmission Agency of Northern California (TANC) as of and for the year ended June 30, 2018, related to the calculation of the Investments in Joint Ventures. At June 30, 2019, the Investment in these Joint Ventures collectively represents 3.5%, 4.8% and 0.0%, respectively, of total assets, net position and revenues of Silicon Valley Power. The financial statements of the NCPA and TANC were audited by other auditors whose reports have been furnished to us, and our opinion, insofar as it relates to the calculation of the Investments in Joint Ventures, is based solely on the reports of the other auditors.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to Silicon Valley Power's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Silicon Valley Power's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### ***Opinion***

In our opinion, based on our audit and the reports of the other auditors, the financial statements referred to above present fairly, in all material respects, the financial position of Silicon Valley Power as of June 30, 2019, and the change in financial position and cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### ***Emphasis of Matter***

As discussed in Note 1, the financial statements present only Silicon Valley Power and do not purport to, and do not present fairly the financial position of the City as of June 30, 2019, the changes in its financial position, or, where applicable, its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

### ***Other Matters***

#### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis and other Required Supplementary Information as listed in the Table of Contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

#### ***Report on Summarized Comparative Information***

We have previously audited Silicon Valley Power 's June 30, 2018 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated December 3, 2018. In our opinion the summarized comparative information presented herein as of and for the year ended June 30, 2018 is consistent, in all material respects, with the audited financial statements from which it has been derived.

#### ***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated December 19, 2019, on our consideration of the City of Santa Clara's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City of Santa Clara's internal control over financial reporting and compliance.



Pleasant Hill, California  
December 19, 2019

## **MANAGEMENT'S DISCUSSION AND ANALYSIS**

This section of the Silicon Valley Power (SVP) financial statements presents a narrative overview and analysis of the financial activities for the fiscal year. Please read this document in conjunction with the accompanying Basic Financial Statements.

SVP is a separate enterprise fund of the City of Santa Clara (the City), and was established to account for the electric power transactions of the City. SVP 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 customers—the citizens, organizations and businesses of the City—have a reliable source of electric power at reasonable rates.

SVP has been affected by the deregulation of the electric power industry in California, as discussed in detail in Note 9 to its financial statements.

### **OVERVIEW OF SVP'S BASIC FINANCIAL STATEMENTS**

The Basic Financial statements are in two parts:

1. Management's Discussion and Analysis (this part),
2. The Basic Financial Statements, along with the Notes to these Financial Statements.

The Basic Financial Statements provide both a short-term and a long-term view of SVP's financial activities and financial position.

The Financial Statements are comprised of the Statements of Net Position, the Statements of Revenues, Expenses and Changes in Net Position, and the Statements of Cash Flows. The Statements of Net Position provide information about the financial position of SVP as a whole, including all its long-term liabilities on the full accrual basis. The Statements of Revenues, Expenses and Changes in Net Position provide information about all SVP's revenues and all its expenses, also on the full accrual basis, with the emphasis on measuring net revenues or expenses of the program. The Statements of Cash Flows provide information about cash activities for the year.



## FISCAL YEAR 2018-19 FINANCIAL HIGHLIGHTS

The following is summarized financial information from the Statements of Net Position (Table 1) and the Statements of Revenues, Expenses and Changes in Net Position (Table 2).

**Table 1**  
**Net Position**  
**June 30, 2019 and 2018**  
**(in millions)**

<b>Description</b>	<b>2019</b>	<b>2018</b>	<b>Increase (Decrease)</b>		<b>2017 <sup>(1)</sup></b>
			<b>Amount</b>	<b>%</b>	
Pooled cash and investments	\$ 354.2	\$ 314.3	\$ 39.9	12.7%	\$ 280.5
Other assets	147.7	139.8	7.9	5.7%	138.2
Capital assets	576.5	575.2	1.3	0.2%	572.1
<b>Total Assets</b>	<b>1,078.4</b>	<b>1,029.3</b>	<b>49.1</b>	<b>4.8%</b>	<b>990.8</b>
Deferred outflows on derivative instruments	-	4.3	(4.3)	-100.0%	6.8
Deferred outflows on refunding	4.5	5.1	(0.6)	-11.8%	5.6
Deferred outflows on pension related items	15.3	19.5	(4.2)	-21.5%	15.1
<b>Total Deferred Outflows of Resources</b>	<b>19.8</b>	<b>28.9</b>	<b>(9.1)</b>	<b>-31.5%</b>	<b>27.5</b>
Long-term liabilities outstanding (including current portion)	189.5	205.8	(16.3)	-7.9%	220.0
Net OPEB liability	13.3	16.3	(3.0)	-18.4%	-
Net pension liabilities	94.2	92.7	1.5	1.6%	84.6
Other liabilities	26.6	36.6	(10.0)	-27.3%	29.9
<b>Total Liabilities</b>	<b>323.6</b>	<b>351.4</b>	<b>(27.8)</b>	<b>-7.9%</b>	<b>334.5</b>
Deferred inflows on refunding	0.4	0.4	-	0.0%	0.5
Deferred inflows on pension related items	1.5	0.8	0.7	87.5%	1.5
Deferred inflows on OPEB related items	2.2	-	2.2	N/A	-
<b>Total Deferred Inflows of Resources</b>	<b>4.1</b>	<b>1.2</b>	<b>2.9</b>	<b>241.7%</b>	<b>2.0</b>
<b>Net Position:</b>					
Net investment in capital assets	412.3	401.6	10.7	2.7%	386.2
Restricted for pension benefits	4.3	3.5	0.8	22.9%	-
Unrestricted	353.9	300.5	53.4	17.8%	295.6
<b>Total Net Position</b>	<b>\$ 770.5</b>	<b>\$ 705.6</b>	<b>\$ 64.9</b>	<b>9.2%</b>	<b>\$ 681.8</b>

<sup>(1)</sup> Not restated for the effects of GASB Statement No. 75 that were implemented in fiscal year 2018.

**Table 2**  
**Revenues, Expenses and Changes in Net Position**  
**For the years ended June 30, 2019 and 2018**  
**(in millions)**

<b>Description</b>	<b>2019</b>	<b>2018</b>	<b>Increase (Decrease)</b>		<b>2017<sup>(1)</sup></b>
			<b>Amount</b>	<b>%</b>	
Revenues:					
Retail	\$ 406.9	\$ 403.7	\$ 3.2	0.8%	\$ 390.4
Wholesale	27.7	35.0	(7.3)	-20.9%	36.2
Interest Revenue	6.0	4.2	1.8	42.9%	3.1
Net increase (decrease) in fair value of investments	7.4	(2.6)	10.0	384.6%	(2.7)
Rents and royalties	3.7	4.2	(0.5)	-11.9%	3.3
Renewable energy credits	4.4	3.5	0.9	25.7%	6.2
Other	27.6	29.0	(1.4)	-4.8%	28.6
<b>Total Revenues</b>	<b>483.7</b>	<b>477.0</b>	<b>6.7</b>	<b>1.4%</b>	<b>465.1</b>
Expenses:					
Retail	368.1	387.3	(19.2)	-5.0%	351.3
Wholesale	22.5	35.4	(12.9)	-36.4%	35.2
Interest on long term debt and swap termination payment	11.7	8.1	3.6	44.4%	8.7
Other	17.5	5.8	11.7	201.7%	6.8
<b>Total Expenses</b>	<b>419.8</b>	<b>436.6</b>	<b>(16.8)</b>	<b>-3.8%</b>	<b>402.0</b>
Increase (decrease) in net position before transfers	63.9	40.4	23.5	58.2%	63.1
Transfers in (out)	1.0	0.1	0.9	900.0%	(0.6)
Increase (decrease) in net position	64.9	40.5	24.4	60.2%	62.5
Net Position - July 1 as adjusted <sup>(2)</sup>	705.6	665.1	40.5	6.1%	619.3
Net Position - June 30	<u>\$ 770.5</u>	<u>\$ 705.6</u>	<u>\$ 64.9</u>	<u>9.2%</u>	<u>\$ 681.8</u>

<sup>(1)</sup> Not restated for the effects of GASB Statement No. 75 implemented in fiscal year 2018.

<sup>(2)</sup> Amount for July 1, 2017 was adjusted due to the implementation of GASB Statement No. 75 implemented in fiscal year 2018.

SVP retail operating revenues were \$406.9 million in fiscal year 2018-19, \$403.7 million in fiscal year 2017-18, and \$390.4 million in fiscal year 2016-17, reflecting increases of approximately 0.8% and 3.4% from fiscal years 2017-18 and 2016-17, respectively. The main reason for the increase in fiscal year 2018-19 was due to a 2% rate increase effective January 1, 2019.

Retail operating expenses were \$368.1 million in fiscal year 2018-19, \$387.3 million in fiscal year 2017-18, and \$351.3 million in fiscal year 2016-17, reflecting a decrease of \$19.2 million or 5% from fiscal years 2017-18 and an increase of \$36.0 million or 10.2% from fiscal years 2016-17, respectively. The retail operating expenses for fiscal year 2018-19 were lower primarily due to decreases in the cost of purchased power of \$24.5 million and increases in operation costs of \$5 million.

Revenues from wholesale resources (include gas and power) sales were \$27.7 million in fiscal year 2018-19, \$35.0 million in fiscal year 2017-18, and \$36.2 million in fiscal year 2016-17. Concurrently, the cost of wholesale resources purchases was \$22.5 million in fiscal year 2018-19, \$35.4 million in fiscal year 2017-18, and \$35.2 million in fiscal year 2016-17. The decrease of wholesale power purchases and sales in fiscal year 2018-19 was due to less contracted purchases from specified power purchase agreements sold in the wholesale market.

Interest income was \$6.0 million in fiscal year 2018-19, \$4.2 million in fiscal year 2017-18, and \$3.1 million in fiscal year 2016-17. The increase in the current fiscal year was primarily the result of higher returns on investments and an increase in invested balances throughout the fiscal year ended June 30, 2019. Interest expense was \$11.7 million in fiscal year 2018-19, \$8.1 million in fiscal year 2017-18, and \$8.7 million in fiscal year 2016-17. The increase of interest expenses in fiscal year 2018-19 was due to refunding of 2008 series B Bond and terminating a related swap agreement. Further detail maybe found in Note 5 to the financial statements.

SVP had a net position of \$770.5 million at June 30, 2019, an increase of \$64.9 million, as adjusted, from the prior fiscal year. Of this amount, \$10.7 million was an increase in net investment in capital assets, \$0.8 million was an increase of restricted for pension benefits, and \$53.4 million was an increase of unrestricted net position. The adjusted net position at July 1, 2017 of \$665.1 million reflected a decrease of \$16.7 million as a result of the implementation of GASB 75.

## **CAPITAL ASSETS**

At the end of fiscal year 2018-19, SVP had \$576.5 million, net of depreciation, invested in capital assets, with a significant amount in power generation facilities and the remainder in transmission and distribution assets. At June 30, 2019, SVP had various projects completed or under construction. In fiscal year 2018-19, the Capital Improvement Projects Budget included appropriations for significant investments in substation improvements in the coming years.

Further detail may be found in Note 4 to the financial statements.

## **DEBT ADMINISTRATION**

Each of SVP's debt issues is discussed in detail in Note 5 to the financial statements. At June 30, 2019, SVP's debt is comprised of three issues of Revenue Bonds and one loan agreement with carrying balances of \$185.3 million at that date. These Bonds are secured by electric revenues earned by SVP and mature in fiscal years through 2033.

In fiscal year 2018-19, SVP issued Electric Revenue Refunding Bonds, Series 2018A to refinance Variable Rate Demand Electric Revenue Refunding Bonds, Series 2008B and to terminate the swap agreement associated with the 2008B Bonds. Further detail may be found in Note 5 to the financial statements.

## **ECONOMIC OUTLOOK AND MAJOR INITIATIVES**

The economy of the City and its major initiatives for the coming year are discussed in detail in the Letter of Transmittal Section of the City's Comprehensive Annual Financial Report for the year ended June 30, 2019.

## **CONTACTING SVP'S FINANCIAL MANAGEMENT**

These Basic Financial Statements are intended to provide citizens, taxpayers, investors, and creditors with a general overview of the SVP's finances. Questions about these Statements should be directed to the City Finance Department, at 1500 Warburton Avenue, Santa Clara, CA 95050-3796.

**CITY OF SANTA CLARA ELECTRIC UTILITY ENTERPRISE FUND  
(SILICON VALLEY POWER)  
STATEMENTS OF NET POSITION**

**June 30, 2019  
with Comparative Totals as of June 30, 2018**

<b>ASSETS</b>	<b>2019</b>	<b>2018</b>
Current Assets:		
Pooled cash and investments (Note 3)	\$ 354,201,689	\$ 314,266,316
Investments with fiscal agent (Note 3)	5,254,585	9,741,699
Receivables (net of allowances)		
Accounts	68,948,537	50,356,049
Interest	1,450,793	1,118,473
Due from the City of Santa Clara (Note 2E)	1,459,309	1,168,221
Inventory of materials and supplies (Note 2F)	11,686,632	11,296,108
Derivative Instrument (Note 5G)	-	21,505
Total Current Assets	<u>443,001,545</u>	<u>387,968,371</u>
Noncurrent Assets:		
Capital assets (Note 4)		
Land	14,371,743	14,371,743
Construction in progress	85,508,434	72,993,391
Buildings, improvements and infrastructure	922,025,097	913,208,421
Equipment	9,896,202	9,619,849
Accumulated depreciation	(455,329,010)	(435,007,942)
Total Capital Assets (Net of Accumulated Depreciation)	<u>576,472,466</u>	<u>575,185,462</u>
Other Noncurrent Assets:		
Restricted cash (Note 3)	4,329,866	3,512,023
Investments in joint ventures (Note 6)	37,332,312	47,491,705
Investments with fiscal agent (Note 3)	15,873,428	14,208,708
Deposits (Note 3)	1,405,371	919,873
Total Other Noncurrent Assets	<u>58,940,977</u>	<u>66,132,309</u>
Total Noncurrent Assets	<u>635,413,443</u>	<u>641,317,771</u>
Total Assets	<u>1,078,414,988</u>	<u>1,029,286,142</u>

**DEFERRED OUTFLOWS OF RESOURCES**

Accumulated decrease in fair value of hedging instruments (Note 5G)	-	4,307,888
Deferred outflow on refunding of debt	4,563,668	5,098,929
Deferred outflows on pension related items (Note 7)	15,289,344	19,385,816
Deferred outflows on OPEB (Note 8)	-	100,014
Total Deferred Outflows of Resources	<u>19,853,012</u>	<u>28,892,647</u>

See accompanying notes to financial statements

**CITY OF SANTA CLARA ELECTRIC UTILITY ENTERPRISE FUND  
(SILICON VALLEY POWER)  
STATEMENTS OF NET POSITION**

**June 30, 2019  
with Comparative Totals as of June 30, 2018**

<b>LIABILITIES</b>	<b>2019</b>	<b>2018</b>
Current Liabilities:		
Accrued liabilities	22,117,491	33,147,297
Interest payable	4,066,839	2,986,457
Accrued compensated absences	370,517	389,735
Unearned Revenue	-	-
Current portion of long-term debt (Note 5)	11,700,000	11,897,000
Current portion derivative financial instruments (Note 5G)	-	109,674
Total Current Liabilities	<u>38,254,847</u>	<u>48,530,163</u>
Noncurrent Liabilities:		
Long-term derivative financial instruments (Note 5G)	-	4,198,214
Long-term portion accrued compensated absences	4,216,912	4,072,391
Net pension liability (Note 7)	94,238,259	92,735,319
Net OPEB liability (Note 8)	13,339,656	16,285,879
Long-term debt (Note 5)	173,608,705	185,630,418
Total Noncurrent Liabilities	<u>285,403,532</u>	<u>302,922,221</u>
Total Liabilities	<u>323,658,379</u>	<u>351,452,384</u>
 <b>DEFERRED INFLOWS OF RESOURCES</b>		
Accumulated increase in fair value of hedging instruments (Note 5G)	-	21,505
Deferred inflow on refunding of debt	363,420	403,800
Deferred inflows pension related items (Note 7)	1,488,846	753,184
Deferred inflows OPEB related items (Note 8)	2,219,545	-
Total Deferred Inflows of Resources	<u>4,071,811</u>	<u>1,178,489</u>
 <b>NET POSITION</b>		
Net investment in capital assets	412,291,774	401,608,451
Restricted for Pension Rate Stabilization Program	4,329,866	3,512,023
Unrestricted net position	353,916,170	300,427,442
Total Net Position	<u>\$ 770,537,810</u>	<u>\$ 705,547,916</u>

See accompanying notes to financial statements

**CITY OF SANTA CLARA ELECTRIC UTILITY ENTERPRISE FUND**  
**(SILICON VALLEY POWER)**  
**STATEMENTS OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION**  
**For the Year Ended June 30, 2019**  
**with Comparative Totals for the Year Ended June 30, 2018**

	<u>2019</u>	<u>2018</u>
Operating Revenues:		
Residential sales	\$ 29,733,896	\$ 29,082,470
Commercial sales	15,377,858	15,774,292
Industrial sales	359,407,268	355,279,069
Other operating revenues	2,427,883	3,562,434
Total Operating Revenues	<u>406,946,905</u>	<u>403,698,265</u>
Operating Expenses:		
Operations	85,448,663	80,358,210
Maintenance	15,634,935	15,602,917
Purchased power	246,696,951	271,189,553
Depreciation	20,365,184	20,142,727
Total Operating Expenses	<u>368,145,733</u>	<u>387,293,407</u>
Operating Income	<u>38,801,172</u>	<u>16,404,858</u>
Nonoperating Revenues (Expenses):		
Interest revenue	5,984,471	4,218,654
Net changes in the fair value of investments	7,394,823	(2,634,914)
Interest expense	(7,984,988)	(8,103,432)
Swap termination expense	(3,738,000)	-
Renewable energy credits	4,367,168	3,499,127
Wholesale resources sales (Note 9)	27,708,493	34,993,878
Wholesale resources purchases (Note 9)	(22,519,497)	(35,412,937)
Equity in income (losses) of joint ventures	(10,159,393)	7,827,938
Rents and royalties	3,748,300	4,174,371
Mandated program receipts and other revenues	27,651,893	21,241,538
Gain (loss) on retirement of assets	-	-
Mandated program disbursements and other expenses	(7,257,993)	(5,809,096)
Total Nonoperating Revenues, net	<u>25,195,277</u>	<u>23,995,127</u>
Income Before Transfers	63,996,449	40,399,985
Transfers from the City of Santa Clara	1,156,129	1,108,000
Transfers to the City of Santa Clara	<u>(162,684)</u>	<u>(993,298)</u>
Net Income	64,989,894	40,514,687
Net Position, Beginning of Year	<u>705,547,916</u>	<u>665,033,229</u>
Net Position, End of Year	<u><u>\$ 770,537,810</u></u>	<u><u>\$ 705,547,916</u></u>

See accompanying notes to financial statements

**CITY OF SANTA CLARA ELECTRIC UTILITY ENTERPRISE FUND**  
**(SILICON VALLEY POWER)**  
**STATEMENTS OF CASH FLOWS**  
**For the Year Ended June 30, 2019**  
**with Comparative Totals for the Year Ended June 30, 2018**

	<u>2019</u>	<u>2018</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Receipts from customers	\$ 391,189,258	\$ 414,938,939
Payments to suppliers	(322,877,299)	(321,962,395)
Payments to employees for salaries and benefits	(37,276,593)	(35,765,427)
Rents and royalties received	4,020,570	3,108,072
Other receipts	22,079,661	9,533,804
Net Cash from Operating Activities	<u>57,135,597</u>	<u>69,852,993</u>
<b>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES</b>		
Wholesale resources sales	27,708,493	34,993,878
Wholesale resources purchases	(22,519,497)	(35,412,937)
Renewable energy credits	4,367,168	3,499,127
Increase (decrease) in due from other funds	(291,088)	237,244
Wholesale trading escrow	(697,415)	163,708
Changes in Restricted Cash	817,843	3,512,023
Transfers in	1,156,129	1,108,000
Transfers out	(162,684)	(993,298)
Cash Flows from Noncapital Financing Activities	<u>10,378,949</u>	<u>7,107,745</u>
<b>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</b>		
Acquisition and construction of capital assets, net	(20,463,345)	(22,555,110)
Proceeds from debt issuance	48,800,000	-
Premium on issuance of debt	6,402,481	-
Debt retirement	(54,580,000)	-
Principal payments on debt	(11,897,000)	(11,416,000)
Termination payment on swap	(3,738,000)	-
Cost of issuance	(324,637)	-
Interest paid on debt	(7,042,114)	(8,280,199)
Cash Flows from Capital and Related Financing Activities	<u>(42,842,615)</u>	<u>(42,251,309)</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Interest and dividends	5,864,067	5,531,387
Net decrease in the fair value of investments	7,394,823	(2,634,914)
Payments made by fiscal agent	14,333,367	13,976,358
Deposits made with fiscal agent	(11,510,972)	(14,334,857)
Cash Flows from Investing Activities	<u>16,081,285</u>	<u>2,537,974</u>
Net Increase (Decrease) in Cash and Cash Equivalents	40,753,216	37,247,403
Cash and cash equivalent at Beginning of Period	<u>317,778,339</u>	<u>280,530,936</u>
Cash and cash equivalent at End of Period	<u><u>\$ 358,531,555</u></u>	<u><u>\$ 317,778,339</u></u>

See accompanying notes to financial statements



**CITY OF SANTA CLARA ELECTRIC UTILITY ENTERPRISE FUND  
(SILICON VALLEY POWER)  
STATEMENTS OF CASH FLOWS  
For the Year Ended June 30, 2019  
with Comparative Totals for the Year Ended June 30, 2018**

	<u>2019</u>	<u>2018</u>
Reconciliation of Operating Gain(Loss) to Net Cash		
Provided (Used) by Operating activities:		
Operating income	\$ 38,801,172	\$ 16,404,858
Adjustments to reconcile operating income to net cash		
provided (used) by operating activities:		
(Decrease) Increase in due to OPEB system	(626,664)	(523,850.00)
(Decrease) Increase in due to retirement system	6,335,074	3,035,648
Depreciation	20,365,184	20,142,727
Change in assets and liabilities:		
Receivable, net	(18,592,488)	9,815,450
Inventory	(390,524)	(1,503,044)
Accrued liabilities	(12,205,817)	6,798,291
Restricted cash	(817,843)	(3,512,023)
Compensated absences	125,303	355,849
Unearned revenues	-	(767,726)
Other receipts	31,400,193	25,415,909
Other expenses	<u>(7,257,993)</u>	<u>(5,809,096)</u>
Net Cash Provided by Operating Activities	<u>\$ 57,135,597</u>	<u>\$ 69,852,993</u>
NONCASH TRANSACTIONS:		
Joint Ventures		
Nonoperating Income (Expense)	<u>\$ (10,159,393)</u>	<u>\$ 7,827,938</u>

See accompanying notes to financial statements

**CITY OF SANTA CLARA ELECTRIC UTILITY ENTERPRISE FUND  
(SILICON VALLEY POWER)  
NOTES TO FINANCIAL STATEMENTS**

**For the years ended June 30, 2019 and 2018**

**NOTE 1 – DEFINITION OF THE REPORTING ENTITY**

The City of Santa Clara (the City), California's Electric Utility Enterprise Fund, which began operating as Silicon Valley Power (SVP) in 1999, commenced operations over 100 years ago in 1896. Originally, SVP constructed a lighting plant consisting of forty-six 2000 candlepower direct current lamps and a dynamo (a type of electric generator) which entered into service in October 1896. In late 1903, SVP invested \$5,000 to convert the system to alternating current and abandoned the small generating plant. Wholesale power was purchased from United Gas and Electric Company of San Jose.

Between 1903 and 1965, SVP purchased all of its electric power requirements from investor-owned utilities. In 1965, it received an allocation of power from the Federal Central Valley Project and began to diversify its resources. SVP became a charter member of the Northern California Power Agency (NCPA) in June 1968. Throughout the 1970's, SVP and NCPA worked on behalf of all municipal electric utilities in Northern California to gain access to wholesale transmission markets and to jointly develop cost-effective electric generation resources.

In 1980, SVP became a generating utility for the first time in 73 years with the start of operations of the 6-Megawatt Cogen No. 1 power plant. In 1983, the 110 Megawatt NCPA Geothermal Project, the first municipally owned and operated geothermal power plant in the United States, entered service with SVP as lead partner holding a 55% participation share. Subsequently, SVP participated in further jointly owned power generation projects including hydroelectric, natural gas and coal fired generation. In 2005, SVP placed the 147 Megawatt Don Von Raesfeld Power Plant into service.

Today, SVP has grown to approximately 8,187 streetlights and serves approximately 56,398 electric customers. As SVP looks to the future, it continues to be responsive to the electric market development by increasing its renewable power resources, reducing its greenhouse gas (GHG) footprint, and working with its customers to enhance the value they receive from municipal ownership of their electric utility.

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**A. Basis of Presentation**

SVP's Financial Statements are prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applied to government units. The Government Accounting Standards Board (GASB) is the acknowledged standard setting body for establishing accounting and financial reporting standards followed by governmental entities in the United States of America. The electric enterprise fund is included in the City's Comprehensive Annual Financial Report, and therefore, these financial statements do not purport to represent the financial position and changes in financial position of the City.

**CITY OF SANTA CLARA ELECTRIC UTILITY ENTERPRISE FUND  
(SILICON VALLEY POWER)  
NOTES TO FINANCIAL STATEMENTS**

**For the years ended June 30, 2019 and 2018**

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

**B. Basis of Accounting**

SVP reports its activities as a proprietary fund type (Enterprise Fund) which is maintained on the accrual basis of accounting wherein revenues are recognized in the accounting period in which they are earned regardless of whether they are received, and expenses are recognized in the period in which the related liabilities are incurred. Certain indirect costs are included in program expenses reported for individual functions and activities.

During the year ended June 30, 2019, SVP implemented the following GASB Statements:

The GASB issued Statement No. 83 *"Certain Asset Retirement Obligations."* The objective of this statement is to address accounting and financial reporting for certain asset retirement obligations. A government that has legal obligations to perform future asset retirement activities related to its tangible capital assets should recognize a liability. This statement becomes effective for periods beginning after June 15, 2018. SVP does not have any asset retirement obligations to disclose.

The GASB issued Statement No. 88 *"Certain Disclosures Related to Debt, including Direct Borrowing and Direct Placement."* The objective of this statement is to improve guidelines related to debt disclosure. This statement becomes effective for periods beginning after June 15, 2018. Please refer to Note 5 for detail concerning the reporting of debt.

SVP is analyzing the effects of the following pronouncements and plans to adopt them by the effective dates:

The GASB issued Statement No. 84 *"Fiduciary Activities."* The objective of this statement is to improve guidance regarding the identification of fiduciary activities for accounting and financial reporting purposes and how those activities should be reported. This statement becomes effective for periods beginning after December 15, 2018. SVP is currently evaluating the impact on the financial statements.

The GASB issued Statement No. 87 *"Leases."* The objective of this statement is to improve guidelines related to the recognition of lease assets and liabilities that previously were classified as operating leases. This statement becomes effective for periods beginning after December 15, 2019. SVP is currently evaluating the impact on the financial statements.

The GASB issued Statement No. 89 *"Accounting for Interest Cost Incurred Before the end of a Construction Period."* The objective of this statement is to enhance the relevance and comparability of information about capital assets and the cost of borrowing and to simplify account for interest cost. This statement becomes effective for periods beginning after December 15, 2019. SVP is currently evaluating the impact on the financial statements.

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**For the years ended June 30, 2019 and 2018**

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

The GASB issued Statement No. 90 “*Majority Equity Interests-An Amendment of GASB Statements No. 14 and No. 61.*” The objective of this statement is to clarify the accounting and financial reporting requirements for a state or local government’s majority equity interest in an organization that remains legally separate after acquisition. This statement becomes effective for periods beginning after December 15, 2018. The SVP is currently evaluating the impact on the financial statements.

The GASB issued Statement No. 91 “*Conduit Debt Obligation.*” The objective of this statement is to provide a single method of reporting conduit debt obligations by issuers and eliminate diversity in practices. This statement becomes effective for periods beginning after December 15, 2020. SVP is currently evaluating the impact on the financial statements.

**C. Measurement Focus**

Enterprise funds are accounted for on a cost of services or economic resources measurement focus, which means that all liabilities associated with the activity are included on their Statement of Net Position. Enterprise fund type operating statements present increases (revenues) and decreases (expenses) in total net position. Reported net position is segregated into three categories – net investment in capital assets, restricted, and unrestricted.

**D. Cash and Investments**

SVP’s cash and investments pool is maintained by the City except for fiscal agent cash and investments.

While maintaining safety and liquidity, the City maximizes investment return by pooling its available cash for investment purposes. Unless there are specific legal or contractual requirements to do otherwise, interest earnings are apportioned among funds according to average monthly cash and investment balances. It is generally the City’s intention to hold investments until maturity. City investments are stated at fair value (see Note 3).

Cash and cash equivalents for purposes of the statement of cash flows include pooled cash and investments and cash designated for construction. Transactions with City-wide cash management pools are similar to those with external investment pools; therefore, since pooled cash and investments have the same characteristics as demand deposits in that the City’s individual funds and component units may withdraw additional monies at any time without prior notice or penalty, pooled cash and investments are considered essentially demand deposit accounts.

Cash and investments with fiscal agent, a bond reserve investment pool, and amounts classified as deposits are not considered cash and cash equivalents.

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NOTES TO FINANCIAL STATEMENTS**

**For the years ended June 30, 2019 and 2018**

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

**E. Due from City of Santa Clara**

During the course of operations, transactions occur between SVP and the City for goods provided or services rendered. The related receivables, net, are classified as “Due from the City of Santa Clara” on the accompanying statement of net position.

**F. Inventory of Materials and Supplies**

Inventory of materials and supplies is accounted for using the consumption method and is stated at average cost. Inventory consists of expendable supplies held for consumption by the electric utility.

**G. Capital Assets**

All capital assets with a value of \$5,000 and buildings, improvements and infrastructure with costs exceeding \$20,000 or more with useful lives exceeding two years are capitalized. These assets are valued at historical cost or estimated historical cost if actual historical cost is not available. Contributed capital assets are valued at their estimated acquisition value on the date contributed. Depreciation is recorded on a straight-line basis over the estimated useful lives of the assets (buildings and improvements: 20 to 50 years; and equipment: 3 to 25 years) and is charged as an expense against operations. Accumulated depreciation is reported on the statement of net position.

The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized. Improvements are capitalized and depreciated over the remaining useful lives of the related capital assets.

Capital assets and the related obligations under lease/purchase agreements are capitalized and accounted for in accordance with Accounting Standards Codification (ASC) Topic 840. Interest is capitalized on construction in progress in accordance with ASC Topic 835, Capitalization of Interest Cost in Situations Involving Certain Tax-Exempt Borrowings, and Certain Gifts and Grants. Accordingly, interest capitalized is the total interest cost for the date of the borrowings net of any interest earned on temporary investments of the borrowed proceeds until the specified asset is ready for its intended use. There was no interest capitalized for the fiscal year ended June 30, 2019.

**H. Joint Ventures**

SVP participates in several joint ventures in accordance with GAAP. If SVP’s equity in net losses of a joint venture exceeds its investments, use of the equity method is suspended except to the extent that SVP is obligated to provide further support or has guaranteed obligations of the joint venture.

**CITY OF SANTA CLARA ELECTRIC UTILITY ENTERPRISE FUND  
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NOTES TO FINANCIAL STATEMENTS**

**For the years ended June 30, 2019 and 2018**

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

SVP advances funds to certain of its joint ventures in the form of refundable advances, project advances, and operating and maintenance advances. Refundable advances accrue interest at rates stated in the related agreements. Operating, maintenance, and project advances are charged to operations when incurred.

Capitalized project costs are charged to operations in the event that a project is determined to be not economically feasible.

**I. Compensated Absences**

Amounts of vested or accumulated vacation leave and certain benefits that are not expected to be liquidated with expendable available financial resources are reported in the SVP financial statements as an expense and liability.

In accordance with GAAP, Accounting for Compensated Absences, a liability for sick leave and benefits is accrued using the vesting method. The vesting method provides that a governmental entity estimate its accrued sick leave liability based on the sick leave accumulated at the statement of net position date by those employees who currently are eligible to receive termination payments as well as other employees who are expected to become eligible in the future to receive such payments. Estimated sick leave payments are recorded as an expense and liability by SVP.

**J. Risk Management**

SVP is covered under the City's self-insurance programs via Internal Service Funds. There were no significant reductions in insurance coverage from the prior year by major categories of risk and the amount of settlements did not exceed insurance coverage for the past three fiscal years. Additional information with respect to the City's self-insurance programs can be found in the City's Comprehensive Annual Financial Report (CAFR).

**K. Electric Power Purchased**

SVP purchases power from various suppliers and agencies (including joint powers agencies) for resale to its customers (see Note 10). SVP also engages in numerous wholesale power transactions with the objective of reducing its overall cost of purchased power. Gross wholesale power sales and wholesale power purchases are recorded as nonoperating revenue and expense, respectively (see Note 9).

**L. Bond Discounts/Issuance Costs**

Bond discounts are presented as a reduction of the face amount of bonds payable, whereas issuance costs are recognized in the current period.

**CITY OF SANTA CLARA ELECTRIC UTILITY ENTERPRISE FUND  
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NOTES TO FINANCIAL STATEMENTS**

**For the years ended June 30, 2019 and 2018**

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

**M. Revenue Recognition**

Operating revenues are recognized based on cycle billings periodically rendered to customers. Operating revenues for services provided, but not billed at the end of the fiscal year, are recognized and accrued based on estimated consumption. Operating revenues primarily include the sales of electric power to residential, commercial, industrial, and municipal customers.

Non-operating revenues primarily represent wholesale resources sales, interest income, public benefit charge revenues, grants, rents, and other non-recurring miscellaneous income.

**N. Taxes on Income**

As an agency of the City, SVP falls under the review of the Internal Revenue Code Section 115 and corresponding California Revenue and Taxation Code provisions. As such, it is not subject to federal income or state franchise taxes.

**O. Deferred Outflows/Inflows of Resources**

In addition to assets, the statement of net position reports a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of net position reports a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

**P. Net Position and Fund Equity**

SVP may fund certain programs with a combination of restricted and unrestricted net position. The policy is to first apply restricted net position followed by unrestricted net position if necessary.

**Q. Use of Estimates**

The preparation of financial statements in conformity with GAAP in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

**CITY OF SANTA CLARA ELECTRIC UTILITY ENTERPRISE FUND  
(SILICON VALLEY POWER)  
NOTES TO FINANCIAL STATEMENTS**

**For the years ended June 30, 2019 and 2018**

**NOTE 3 – CASH AND INVESTMENTS**

SVP's cash and investments pool is maintained by the City except for fiscal agent cash and investments. A full description of the City's cash and investment policy is in Note 7 of its Comprehensive Annual Financial Report (CAFR).

**A. Investments Authorized by the California Government Code and the City's Investment Policy**

The City's Investment Policy and the California Government Code allow the City to invest in certain types of investments, provided the credit ratings of the issuers are acceptable to the City. The table below also identifies certain provisions of the City's Investment Policy and the California Government Code that address interest rate risk, credit risk, and concentration of credit risk.



**CITY OF SANTA CLARA ELECTRIC UTILITY ENTERPRISE FUND  
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NOTES TO FINANCIAL STATEMENTS**

**For the years ended June 30, 2019 and 2018**

**NOTE 3 – CASH AND INVESTMENTS (continued)**

Authorized Investment Type	Maximum Maturity	Minimum Credit Quality	Maximum Percentage or Portfolio	Maximum Investment In One Issuer
U.S. Treasury Obligations	5 years	N/A	None	None
U.S. Agency Securities <sup>(1)</sup>	5 years	Top three ratings categories	80%	40%
Negotiable Certificates of Deposit	1 year	N/A	25%	5%
Bankers Acceptances	180 days	N/A	25%	5%
Commercial Paper	270 days	A	25%	10%
California Local Agency Investment Fund	N/A	N/A	None	\$65M Per A/C
Repurchase Agreements	60 days	N/A	50%	20%
Reverse Repurchase Agreements (requires City Council approval)	92 days	N/A	20%	10%
Securities of Local Agencies of California	5 years	N/A	20%	5%
Medium Term Corporate Notes	5 years	Top three ratings categories	15%	5%
Mutual Funds / Money Market Funds	N/A	Top rating category	20%	10%
Investment Pools	N/A	N/A	None	None

<sup>(1)</sup> Securities issued by the Federal Farm Credit Bank (FFCB), the Federal Home Loan Bank (FHLB), the Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC), local agencies and other U.S. government-sponsored enterprises.

**B. Investments Authorized by Debt Agreements**

The City invests bond proceeds restricted for construction in instruments that are stated in the Investment Policy and in various return-guaranteed investment agreements. These investments are invested in accordance with bond indentures and the maturities of each investment should not exceed the final maturity of each bond. Bond proceed investments are reported monthly to the City Council.

**CITY OF SANTA CLARA ELECTRIC UTILITY ENTERPRISE FUND  
(SILICON VALLEY POWER)  
NOTES TO FINANCIAL STATEMENTS**

**For the years ended June 30, 2019 and 2018**

**NOTE 3 – CASH AND INVESTMENTS (continued)**

SVP also maintains required amounts of cash and investments with trustees or fiscal agents under the terms of certain debt issues. These funds are unexpended bond proceeds or are pledged reserves to be used if SVP fails to meet its obligations under these debt issues. The California Government Code 53601 (L) allows these funds to be invested in accordance with the statutory provisions governing the issuance of those bonds, indebtedness, other agreements, or certificates of participation in accordance with the ordinance, resolution, indenture, or agreement of the local agency providing for the issuance.

**C. Pension Rate Stabilization Program**

In February 2017, the City Council approved a Pension Rate Stabilization Program, (PRSP) Trust administered by Public Agency Retirement Services (PARS). The PRSP is an irrevocable trust and qualifies as an Internal Revenue Section 115 trust. This trust will assist the City in mitigating the CalPERS contribution rate volatility. Investments of funds held in Pension Rate Stabilization Program (PRSP) are governed by the Investment Guideline Document for the investment account and by the agreement for administrative services with the Public Agency Retirement Services (PARS), rather than the general provisions of the California Government code or the City's investment policy. The City elected a discretionary investment approach which allows the City to maintain oversight of the investment management, control on target yield and the portfolio's risk tolerance. The assets in this program will eventually be used to fund Pension Plan obligations.

As part of the year-end process for fiscal year 2016-17, the City Council approved SVP to designate and deposit \$3.5 million in fiscal year 2018 towards pre-funding the City's pension obligations. As of June 30, 2019, the balance in the pension rate stabilization program trust was \$4.3 million.

**D. Credit and Interest Rate Risk**

Credit risk is the risk that an issuer of an investment will not fulfill its obligations to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization.

Interest rate risk is the risk that changes in market interest rate will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment is the greater the sensitivity of its fair value to changes in market interest rates to be.

Information about the sensitivity of the fair values of SVP's investments to market interest rate fluctuations is provided by the following table that shows the distribution to SVP's investment by maturity.

**CITY OF SANTA CLARA ELECTRIC UTILITY ENTERPRISE FUND  
(SILICON VALLEY POWER)  
NOTES TO FINANCIAL STATEMENTS**

**For the years ended June 30, 2019 and 2018**

**NOTE 3 – CASH AND INVESTMENTS (continued)**

Type of Investment	Credit Rating	Maturity				2019	2018
		Under 180 Days	181 - 365 Days	1 - 3 Years	3 - 5 Years	Fair Value	Fair Value
<b>Cash and Investments - City Treasury:</b>							
Cash	N/A	\$ 46,916,076	\$ -	\$ -	\$ -	\$ 46,916,076	\$ 40,398,118
U.S. Treasury notes and bonds	Aaa	2,081,738	-	29,290,627	61,691,585	93,063,950	49,998,852
Federal Farm Credit Bank	Aaa	7,188,482	3,715,848	26,302,021	15,246,391	52,452,742	48,681,404
Federal Home Loan Bank	Aaa	3,020,330	3,636,339	20,841,026	8,590,839	36,088,534	33,747,177
Federal National Mortgage Association	Aaa	16,622,356	16,584,631	35,170,081	2,096,306	70,473,374	75,532,462
Federal Home Loan Mortgage Corporation	Aaa	4,570,508	4,139,703	6,235,325	4,820,145	19,765,681	33,454,733
Mutual Fund - Fidelity	Aaam	8,903,035	-	-	-	8,903,035	12,309,126
State Investment Pool (LAIF)	Not Rated	26,538,297	-	-	-	26,538,297	20,144,444
Cash and Investments - City Treasury		115,840,822	28,076,521	117,839,080	92,445,266	354,201,689	314,266,316
<b>Cash and Investments - Other:</b>							
Cash (Debt Fund)	N/A	27,710	-	-	-	27,710	327
Mutual Fund - Money Market Funds (Debt Funds)	Aaam	21,100,303	-	-	-	21,100,303	23,950,080
Pension Rate Stabilization Investment (Money Market Fund)	Not Rated	155,642	-	-	-	155,642	123,009
Pension Rate Stabilization Investment (Mutual Fund)	Not Rated	4,356,737	-	-	-	4,356,737	3,389,014
Collateral Obligations (JP Morgan & Others)	Not Rated	1,405,371	-	-	-	1,405,371	919,873
Investments - Other		27,045,763	-	-	-	27,045,763	28,382,303
Total Cash and Investments		\$ 142,886,585	\$ 28,076,521	\$ 117,839,080	\$ 92,445,266	\$ 381,247,452	\$ 342,648,619

The City is a voluntary participant in the Local Agency Investment Fund (LAIF). LAIF is regulated by California Government Code Section 16429 under the oversight of the Treasurer of the State of California. LAIF's investment portfolio mainly consists of Treasuries, loans, Federal Agency securities, and collateralized mortgage obligations. Each regular LAIF account is permitted to have up to 15 transactions per month, with a minimum transaction amount of \$5,000, a maximum transaction amount of \$65 million and at least 24 hours advance notice for withdrawals of \$10 million or more. Bond proceeds accounts are subject to one time deposit with no cap and are set up with a monthly draw down schedule. The carrying value of LAIF approximates fair value. See City's Comprehensive Annual Financial Report Note 7 to the financial statements for additional detail on the fiscal year 2018-19 investment portfolio.

Mutual funds are available for withdrawal on demand.

**CITY OF SANTA CLARA ELECTRIC UTILITY ENTERPRISE FUND  
(SILICON VALLEY POWER)  
NOTES TO FINANCIAL STATEMENTS**

**For the years ended June 30, 2019 and 2018**

**NOTE 3 – CASH AND INVESTMENTS (continued)**

**E. Custodial Credit Risk**

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, the City will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. Under California Government Code Section 53651, depending on specific types of eligible securities, a bank must deposit eligible securities posted as collateral with its Agent having a fair value of 105% to 150% of the City's cash on deposit. All of the City's deposits are either insured by the Federal Depository Insurance Corporation (FDIC) or collateralized with pledged securities held in the trust department of the financial institutions.

The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty (e.g. broker-dealer) to a transaction, the City will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The City's Investment Policy limits its exposure to custodial credit risk by requiring that all security transactions entered into by the City, including collateral for repurchase agreements, be conducted on a delivery-versus-payment basis. Securities are to be held by a third party custodian.

**F. Fair Value Hierarchy**

SVP categorizes its fair value measurements within the fair value hierarchy established by GAAP. The hierarchy is based on the valuation input used to measure the fair value of asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. See City's Comprehensive Annual Financial Report Note 7 to the financial statements for more detailed information.

**CITY OF SANTA CLARA ELECTRIC UTILITY ENTERPRISE FUND  
(SILICON VALLEY POWER)  
NOTES TO FINANCIAL STATEMENTS**

**For the years ended June 30, 2019 and 2018**

**NOTE 3 – CASH AND INVESTMENTS (continued)**

	<b>Fair Value Measurements Using</b>				
	<b>Investments and Derivative Instruments Measured at Fair Value 6/30/2019</b>	<b>Quoted Prices in Active Markets for Identical Assets Level 1</b>	<b>Significant Other Observable Inputs Level 2</b>	<b>Significant Unobservable Inputs Level 3</b>	<b>Exempt <sup>(1)</sup></b>
<b>Investments by Fair Value Level</b>					
<b>Short Term Investments</b>					
Federal Farm Credit Banks	\$ 52,452,742	\$ -	\$ 52,452,742	\$ -	\$ -
Federal Home Loan Banks	36,088,534	-	36,088,534	-	-
Federal National Mortgage Association	70,473,374	-	70,473,374	-	-
Federal Home Loan Mortgage Corp	19,765,681	-	19,765,681	-	-
Mutual Fund - Fidelity Money Market	8,903,035	-	8,903,035	-	-
<b>Total Short Term Investments</b>	<b>187,683,366</b>	<b>-</b>	<b>187,683,366</b>	<b>-</b>	<b>-</b>
<b>Debt Securities and Other</b>					
Mutual Fund - Money Market Funds (Debt Fund)	21,100,303	-	-	-	21,100,303
Pension Rate Stabilization Investment (Money Market Fund)	155,642	155,642			
Pension Rate Stabilization Investment (Mutual Fund)	4,356,737	3,818,424	538,313		
US Treasury Notes	93,063,950	93,063,950	-	-	-
Collateral Obligations (JP Morgan & Others)	1,405,371	-	-	-	1,405,371
<b>Total Debt Securities and Other</b>	<b>120,082,003</b>	<b>97,038,016</b>	<b>538,313</b>	<b>-</b>	<b>22,505,674</b>
<b>Total Investment by Fair Value Level</b>	<b>307,765,369</b>	<b>\$ 97,038,016</b>	<b>\$ 188,221,679</b>	<b>\$ -</b>	<b>22,505,674</b>
<b>Investments Measured at the Amortized Cost</b>					
State Investment Pool (LAIF)	26,538,297	-	-	-	26,538,297
<b>Total Investments</b>	<b>334,303,666</b>	<b>\$ 97,038,016</b>	<b>\$ 188,221,679</b>	<b>\$ -</b>	<b>\$ 49,043,971</b>
<b>Cash in Banks</b>	<b>46,943,786</b>				
<b>Total Cash and Investment</b>	<b>\$ 381,247,452</b>				

<sup>(1)</sup> Accounts in exempt column are Mutual Fund-Money Market, Collateral Obligation and LAIF investments which are exempt from fair value hierarchy, or reported at amortized cost.

The City utilizes a third party pricing service to determine fair market prices for its individually held investments. Evaluations are based on market information available at the time and generated using proprietary evaluated pricing models and methodologies.

**CITY OF SANTA CLARA ELECTRIC UTILITY ENTERPRISE FUND  
(SILICON VALLEY POWER)  
NOTES TO FINANCIAL STATEMENTS**

**For the years ended June 30, 2019 and 2018**

**NOTE 3 – CASH AND INVESTMENTS (continued)**

Level 1 investments are valued using a marketable actively traded assets closing price for identical assets. Level 2 investments are determined by using quoted prices for similar assets.

**NOTE 4 – CAPITAL ASSETS**

**A. Capital Assets Summary**

	<b>Balance</b>				<b>Balance</b>
	<b>June 30, 2018</b>	<b>Additions</b>	<b>Retirements</b>	<b>Transfers</b>	<b>June 30, 2019</b>
Non Depreciable Assets:					
Land	\$ 14,371,743	\$ -	\$ -	\$ -	\$ 14,371,743
Construction In Progress	72,993,391	21,331,719	-	(8,816,676)	85,508,434
Total Non Depreciable Assets	<u>87,365,134</u>	<u>21,331,719</u>	<u>-</u>	<u>(8,816,676)</u>	<u>99,880,177</u>
Capital assets being depreciated:					
Buildings and Improvements	913,208,421	-	-	8,816,676	922,025,097
Machinery & Equipment	9,619,849	320,469	(44,116)	-	9,896,202
Total capital assets being depreciated	<u>922,828,270</u>	<u>320,469</u>	<u>(44,116)</u>	<u>8,816,676</u>	<u>931,921,299</u>
Less accumulated depreciation for:					
Buildings and Improvements	(427,092,719)	(19,994,372)	-	-	(447,087,091)
Machinery & Equipment	(7,915,223)	(370,812)	44,116	-	(8,241,919)
Total accumulated depreciation	<u>(435,007,942)</u>	<u>(20,365,184)</u>	<u>44,116</u>	<u>-</u>	<u>(455,329,010)</u>
Net Depreciable Assets	<u>487,820,328</u>	<u>(20,044,715)</u>	<u>-</u>	<u>8,816,676</u>	<u>476,592,289</u>
Enterprise Activity Capital Assets, Net	<u>\$ 575,185,462</u>	<u>\$ 1,287,004</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 576,472,466</u>

**CITY OF SANTA CLARA ELECTRIC UTILITY ENTERPRISE FUND  
(SILICON VALLEY POWER)  
NOTES TO FINANCIAL STATEMENTS**

**For the years ended June 30, 2019 and 2018**

**NOTE 4 – CAPTIAL ASSETS (continued)**

**B. Construction in Progress**

Construction in progress as of June 30, 2019 consisted of the following in SVP Projects.

Projects	Authorized	Expended	Commitments
Serra Substation	\$ 16,559,500	\$ 1,523,380	\$ 15,036,120
Implement Advanced Meter Infrastructure	28,756,829	25,844,046	2,912,783
SVP Utility Center	25,202,222	188,173	25,014,049
Fairview Substation	29,575,905	18,242,359	11,333,546
Phase Shifting Transformer at Northern Receiving Station	29,260,606	25,336,018	3,924,588
Other Projects	31,433,449	14,374,458	17,058,991
Total	<u>\$ 160,788,511</u>	<u>\$ 85,508,434</u>	<u>\$ 75,280,077</u>

**NOTE 5 – LONG-TERM DEBT AND DERIVATIVE INSTRUMENTS**

Changes in long-term debt for the year ended June 30, 2019, consisted of the following:

Type of Indebtedness Rate, Issue Date and Maturity	Outstanding as of June 30, 2018	Debt Retired / Defeased	Additions and Amortization of Discounts	Outstanding as of June 30, 2019	Current Portion
Obligation Bonds:					
2008 Series B Subordinate Revenue Bonds, Adjustable rate, 05/29/08-12/18/18	\$ 59,265,000	\$ 59,265,000	\$ -	\$ -	\$ -
2011 Series A Refunding Revenue Bonds, 5%-6% 03/22/11-07/01/32	54,830,000	-	-	54,830,000	-
2013 Series A Refunding Revenue Bonds 3%-5%, 04/24/13-07/01/28	51,335,000	3,720,000	-	47,615,000	3,910,000
2018 Series A Refunding Revenue Bonds, 5%, 12/18/18 - 07/01/27	-	-	48,800,000	48,800,000	4,205,000
Unamortized Discount/Premium	5,607,418	961,282	6,419,569	11,065,705	-
Subtotal Electric Utility Revenue Bonds	<u>171,037,418</u>	<u>63,946,282</u>	<u>55,219,569</u>	<u>162,310,705</u>	<u>8,115,000</u>
Direct Placement:					
Bank of America Loan Agreement 2.67%, 06/16/14-07/01/2024	<u>26,490,000</u>	<u>3,492,000</u>	<u>-</u>	<u>22,998,000</u>	<u>3,585,000</u>
Bonds and Notes from Direct Borrowing	<u>\$ 197,527,418</u>	<u>\$ 67,438,282</u>	<u>\$ 55,219,569</u>	<u>\$ 185,308,705</u>	<u>\$ 11,700,000</u>

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**NOTE 5 – LONG-TERM DEBT AND DERIVATIVE INSTRUMENTS (continued)**

**A. Electric Revenue Refunding Bonds, Series 2008 B**

On May 29, 2008, SVP issued \$86.6 million of Variable Rate Demand Subordinated Electric Revenue Bonds, Series 2008B (Electric 2008B Bonds) to refinance \$80.53 million of Electric 1998A Bonds on July 1, 2008. The Electric 2008B Bonds mature annually beginning July 1, 2009 through July 1, 2027. The Electric 2008B Bonds are variable-rate, multi-modal bonds that were initially issued in the weekly mode. Payment of principal and interest on the Electric 2008B Bonds was originally made from proceeds of draws on a Letter of Credit originally provided by Dexia Credit Local. On May 11, 2011, the Letter of Credit provided by Dexia was replaced by a Letter of Credit provided by Bank of America, N.A. In connection therewith, the name of the bonds was changed from “Subordinated Electric Revenue Refunding Bonds” to “Electric Revenue Refunding Bonds”. On November 1, 2012, the Letter of Credit provided by Bank of America, N.A. was replaced by a Letter of Credit provided by The Bank of Tokyo-Mitsubishi UFJ, Ltd with extended expiration date of January 29, 2019. The Electric 2008B Bonds were refunded on December 18, 2018 by the Electric 2018A Bonds described below. The 2008B bonds were redeemed in full and the interest rate swap agreement was terminated on the same date. The refunding resulted in overall debt service savings of \$4,484,252. The net present value of the debt service savings is called an economic gain and after a reduction for prior funds on hand of \$3,595,858, amounted to \$522,034.

**B. Electric Revenue Refunding Bonds, Series 2011A**

On March 22, 2011, SVP issued \$54.83 million of Electric Revenue Refunding Bonds, Series 2011A (Electric 2011A Bonds) to refinance \$49.66 million outstanding principal amount of Electric 2008A Bonds. The Electric 2011A Bonds mature annually beginning on July 1, 2028 through July 1, 2032 and bear coupon rates ranging from 5.00% to 6.00%. Debt service on the Electric 2011A Bonds is secured by a pledge of net revenues of SVP.

In the event of default, SVP will transfer to the trustee all adjusted net revenues held by it and received thereafter and the trustee will disburse all adjusted net revenues and any other funds then held or thereafter received by the trustee under the provisions of indenture. In the case of default, the trustee will be entitled to declare the bond obligation of all bonds then outstanding to be due and payable immediately.

**C. Electric Revenue Refunding Bonds, Series 2013A**

On April 24, 2013, SVP issued \$64.38 million of the Electric Revenue Bonds, Series 2013A (Electric 2013A Bonds), to provide funds, together with other available moneys, to refinance outstanding Electric 2003A Bonds. The Electric 2013A Bonds mature annually beginning on July 1, 2014 through July 1, 2028 and bear coupon rates ranging from 3.00% to 5.00%. Debt service on the Electric 2013A Bonds is secured by a pledge of net revenues of SVP.



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**NOTE 5 – LONG-TERM DEBT AND DERIVATIVE INSTRUMENTS (continued)**

In the event of default, SVP will transfer to the trustee all adjusted net revenues held by it and received thereafter and the trustee will disburse all adjusted net revenues and any other funds then held or thereafter received by the trustee under the provisions of indenture. In the case of default, the trustee will be entitled to declare the bond obligation of all bonds then outstanding to be due and payable immediately.

**D. Bank of America Loan Agreement, Series 2014**

On June 16, 2014, SVP entered into a Tax-Exempt Multiple Draw Term Loan with the Bank of America Preferred Funding Corporation (the “Electric 2014 Loan Agreement”) to fund the phase-shifting transformer project and the acquisition of property for future utility use. The loan is a tax-exempt multiple draw term loan that allows SVP to draw funds as needed. The first draw occurred on June 16, 2014 for approximately \$24.4 million, which includes \$15.8 million for the Phase Shifting Transformer engineering, equipment purchase, and initial construction activities and \$8.5 million for the land purchase. The second draw occurred on April 15, 2015 for \$6.0 million to cover the construction and commissioning of the Phase Shifting Transformer. The loan terms allowed SVP to capitalize interest for up to two years in the amount of \$1,134,031 with the initial loan payment due July 1, 2016. The loan carries an interest rate of 2.67% and the final payment is due on July 1, 2024. Debt service on the Electric 2014 Loan Agreement is secured by a pledge of net revenues of SVP on a basis subordinate to outstanding Electric Revenue Bonds.

In the event of default, SVP will transfer to the trustee all adjusted net revenues held by it and received thereafter and the Trustee will disburse all adjusted net revenues and any other funds then held or thereafter received by the trustee under the provisions of indenture. In the case of default, the trustee will be entitled to declare the bond obligation of all bonds then outstanding to be due and payable immediately.

**E. Electric Revenue Refunding Bonds, Series 2018A**

On December 18, 2018, SVP issued \$48.8 million of Electric Revenue Refunding Bonds, Series 2018A (Electric 2018A Bonds) to refinance \$54.58 million outstanding principal amount of Variable Rate Demand Electric Revenue Refunding Bonds, Series 2008B and terminate a related swap agreement. The Electric 2018A Bonds bear 5% coupon rate, mature annually beginning on July 1, 2019 through July 1, 2027, and were sold at an All-In True Interest Cost of 2.32%. Debt service on the Electric 2018A Bonds is secured by a pledge of net revenues of SVP.

In the event of default, SVP will transfer to the trustee all adjusted net revenues held by it and received thereafter and the trustee will disburse all adjusted net revenues and any other funds then held or thereafter received by the trustee under the provisions of indenture. In the case of

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**NOTE 5 – LONG-TERM DEBT AND DERIVATIVE INSTRUMENTS (continued)**

default, the trustee will be entitled to declare the bond obligation of all bonds then outstanding to be due and payable immediately.

**F. Pledge of Future Electric Revenues**

The pledge of future Electric Fund revenues ends upon repayment of the \$174.2 million in outstanding principal on the bonds and loan which is scheduled to occur in fiscal year 2032-33. For fiscal year 2018-19, Electric Fund revenues including operating revenues and non-operating interest earnings amounted to \$415 million and operating costs including operating expenses, but not interest, depreciation or amortizations amounted to \$331.1 million. Net revenues available for debt service amounted to \$83.9 million which represented a coverage ratio of 3.48 on the \$24.1 million of debt service.

**G. Derivative Instruments**

In fiscal year 2009-10, SVP implemented GAAP, which addresses recognition, measurement and disclosures related to derivative instruments to determine whether they meet the definition of derivative instruments, and if so, whether they effectively hedge the expected cash flows associated with the interest rate and energy exposures. Under hedge accounting, the increase (decrease) in the fair value of a hedge is reported as a deferred cash flow hedge on the statement of net position.

Interest Rate Swap Agreements-2008 Series B Bonds

On December 18, 2018, in connection with the issuance of Electric Revenue Refunding Bonds, Series 2018A and the related refunding of outstanding Variable Rate Demand Electric Revenue Refunding Bonds, Series 2008B Bonds, SVP terminated its variable-to-fixed interest rate swap agreement with JPMorgan Chase and paid a termination payment to JPMorgan Chase in the amount of \$3,738,000, as well as a payment of \$74,514 to terminate an associated letter of credit.

The swap is classified as a debt instrument. SVP had no outstanding swap agreements at June 30, 2019 and had negative fair values of \$4,198,214 including accrued interest at June 30, 2018.

Notional Amounts and Fair Values – Future Derivative Instruments

SVP maintains a Market Risk Management Policy, which among other things, sets forth the guidelines for the purchase and sale of certain financial instruments defined as hedge instruments in support of market power purchase and sales transactions. The primary goal of these guidelines is to provide a framework for the operation of an energy price hedging program to better manage SVP's risk exposure in order to utilize resources, stabilize pricing and costs for the benefit of SVP and its customers.

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Consistent with hedge accounting treatment meeting effectiveness tests, changes in fair value are reported as deferred flows of resources on the statement of net position until the contract expiration that occurs in conjunction with the hedged expected energy purchase/sales transaction. When hedging contracts expire, at the time the purchase/sales transactions occur, the deferred balance is recorded as a component of Purchased Power. For energy derivatives, fair values are estimated by comparing contract prices to forward market prices quoted by third party market participants.

SVP had no future derivative instruments outstanding at June 30, 2019 and had deferred outflow of \$109,674 and deferred inflow of \$21,505 of future derivative instruments outstanding at June 30, 2018.

Credit Risk

Credit risk is the risk of loss due to a counterparty defaulting on its obligations. SVP is exposed to credit risk if hedging instruments are in asset positions. As of June 30, 2019, SVP was not exposed to credit risk because there were no open derivative contracts, nor swap agreement.

SVP's policy for requiring collateral on hedging instruments varies based on individual contracts and counterparty credit ratings. Under the brokerage agreements with Archer Daniels Midland Company, the accounts are prefunded by SVP. If the account value falls below zero, margin calls are invoked. At June 30, 2019, SVP had posted collateral of \$1,405,371 deposited with CAISO and Archer Daniels Midland Company for wholesale trading.

It is also SVP's policy to negotiate netting arrangements whenever it has entered into more than one derivative instrument transaction with counterparty. Under the terms of these arrangements, should one party become insolvent or otherwise default on its obligations, the non-defaulting party may accelerate and terminate all outstanding transactions and net their fair values so that a single amount will be owed by (or to) the non-defaulting party.

Termination Risk

SVP's futures contracts are traded over the counter and have no termination risk.

Price Risk

With respect to price risk under these future contracts, on purchase contracts (long positions), SVP receives the CAISO NP15 average daily rate at settlement and pays the fixed contracted rate entered into on the trade date; on sales contracts (short positions), SVP pays the CAISO NP15 average daily rate at settlement and receives the fixed contracted rate entered into on the trade date. SVP is exposed to risk because the contract prices are different from the settlement prices.

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**NOTE 5 – LONG-TERM DEBT AND DERIVATIVE INSTRUMENTS (continued)**

**H. Other**

Various debt agreements governing SVP's revenue bonds contain a number of covenants including those that require SVP to maintain and preserve the enterprise in good repair and working order, to maintain certain levels of insurance, and to fix and collect rates, fees, and charges so as to maintain certain debt coverage ratios. SVP is in compliance with these specific covenants and all other material covenants governing the particular revenue bond issues. No event of default as defined in the bond indentures has occurred or was occurring as of the date of this report.

**I. Repayment Requirements**

As of June 30, 2019, the debt service requirements to maturity for SVP's long-term debt are as follows:

Year Ending	Long-term Debt					
	Future Debt Service Requirements					
	Revenue Bonds			Loan from Direct Placement		
June 30	Principal	Interest	Total	Principal	Interest	Total
2020	\$ 8,115,000	\$ 7,316,756	\$ 15,431,756	\$ 3,585,000	\$ 566,187	\$ 4,151,187
2021	8,600,000	6,898,881	15,498,881	3,681,000	469,186	4,150,186
2022	9,105,000	6,456,256	15,561,256	3,779,000	369,595	4,148,595
2023	9,655,000	5,987,256	15,642,256	3,880,000	267,347	4,147,347
2024	10,220,000	5,490,381	15,710,381	3,983,000	162,376	4,145,376
2025-2029	55,805,000	19,809,950	75,614,950	4,090,000	54,602	4,144,602
2030-2033	49,745,000	5,601,972	55,346,972	-	-	-
	<u>\$ 151,245,000</u>	<u>\$ 57,561,453</u>	<u>\$ 208,806,452</u>	<u>\$ 22,998,000</u>	<u>\$ 1,889,292</u>	<u>\$24,887,292</u>

**Reconciliation of Long-term Debt:**

Principal Outstanding as of June 30, 2019	\$ 174,243,000
Unamortized Discount/Premium - Electric Revenue Bonds	<u>11,065,705</u>
Total Long-term Debt	<u>\$ 185,308,705</u>

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**NOTE 6 – PARTICIPATION IN JOINT VENTURES**

**A. Investment in Joint Ventures**

SVP (through the City) participates in significant joint ventures: Northern California Power Agency (NCPA), Transmission Agency of Northern California (TANC), M-S-R Public Power Agency (MSR PPA), M-S-R Energy Authority (MSR EA).

The separately issued financial statements of these joint ventures (as noted below) are available on request.

	Date of latest audited financial statement	Joint venture's address
NCPA	6/30/2018	651 Commerce Dr. Roseville, CA 95678
TANC	6/30/2018	P.O. Box 15129 Sacramento, CA 95851
MSR EA	12/31/2018	P.O. Box 4060 Modesto, CA 95352
MSR PPA	12/31/2018	P.O. Box 4060 Modesto, CA 95352

As described in paragraph (D) below, the carrying value of SVP's investment in MSR PPA is \$0. SVP's financial statements as of June 30, 2019 and 2018 reflect the following investments in joint ventures:

	June 30, 2019		June 30, 2018		Method of accounting
	Participating percentage	Investment	Participating percentage	Investment	
NCPA					
Geothermal	44.39%	\$35,021,527	44.39%	\$45,701,000	Equity
Hydroelectric	37.02%		37.02%		
Combustion Turbine	41.67%		41.67%		
Lodi Energy Center	25.75%		25.75%		
TANC	9.57%	2,310,785	8.61%	1,790,705	Equity
MSR EA	33.40%	-	33.40%	-	Suspended
MSR PPA	35.00%	-	35.00%	-	Suspended
Total		<u>\$37,332,312</u>		<u>\$47,491,705</u>	

**B. Northern California Power Agency (NCPA)**

NCPA was formed in 1968 as a joint powers agency in the State of California. Its membership consists of fifteen public agencies. NCPA is generally empowered to purchase, generate, transmit, distribute and sell electrical energy. Members participate in the projects of NCPA on

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**NOTE 6 – PARTICIPATION IN JOINT VENTURES (continued)**

an elective basis. Therefore, the participation percentage varies for each project in which it participates.

A Commission comprised of one representative from each joint venture member governs NCPA. The Commission is responsible for the general management of the affairs, property, and business of NCPA. Under the direction of the General Manager, the staff of NCPA is responsible for providing various administrative, operating and planning services for NCPA and its associated power corporations.

Project Financing and Construction

NCPA's project construction and development programs have been individually financed by project revenue bonds collateralized by NCPA's assignment of all payments, revenues and proceeds associated with its interest in each project. Each project participant has agreed to pay its proportionate share of debt service and other costs of the related project, notwithstanding the suspension, interruption, interference, reduction or curtailment of output from the project for any reason. Certain of the revenue bonds are additionally supported by municipal bond insurance credit enhancements.

Hydroelectric Project

NCPA contracted to finance, manage, construct, and operate Hydroelectric Project Number One for the licensed owner, Calaveras County Water District (CCWD). In exchange, NCPA has the right to the electric output of the project for 50 years from February 1982. NCPA also has an option to purchase power from the project in excess of the CCWD's requirements for the subsequent 50 years, subject to regulatory approval.

Geothermal Project

The NCPA Geothermal Plants have historically experienced greater than anticipated declines in steam production from the existing geothermal wells. Although initially operated as baseload generation projects at full capability (238MW), NCPA changed its steam field production from baseload to load-following and reduced average annual steam production. Along with other steam field operators in the area, the Agency began implementing various operating strategies to further reduce the rate of decline in steam production. The Agency has modified both steam turbine units and the associated steam collection system to enable generation with lower pressure steam at higher mass-flow rates to optimize the utilization of the available steam resource.

Based upon current operation protocols and forecasted operations, NCPA expects average annual generation and peak capacity to decrease further, reaching approximately 66 MW by the year 2039.

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**NOTE 6 – PARTICIPATION IN JOINT VENTURES (continued)**

Combustion Turbine Project No. 1

NCPA owns five dual (natural gas and fuel oil) combustion turbine units, each of which is nominally rated at 25 MW, which are collectively known as the Combustion Turbine Project No. 1. These units were completed in 1986 and are designed to provide peak power and reserve requirements and emergency support. Each purchaser is responsible under its power sales contract for paying entitlement share in Combustion Turbine Project No. 1 of all NCPA's costs of such project.

Lodi Energy Center

On May 24, 2010, SVP entered into an agreement with NCPA for a 25.75% interest in the Lodi Energy Center, a 280 MW combined cycle natural gas fired power plant, located in Lodi, California. The project received approval from the California Energy Commission in April 2010 and was placed into operation in November 2012.

**C. Transmission Agency of Northern California (TANC)**

TANC was organized under the California Government Code pursuant to a joint powers agreement entered into by 15 Northern California utilities. The purpose of TANC is to provide electric transmission or other facilities for the use of its members through its authority to plan, acquire, construct, finance, operate and maintain facilities for electric power transmission. The joint powers agreement provides that the costs of TANC's activities can be financed or recovered through assessment of its members or from user charges through transmission contracts with its members. Each TANC member has agreed to pay a pro-rata share of the costs to operate TANC and for payment of debt service, and has the right to participate in future project agreements.

The joint powers agreement remains in effect until all debt obligations and interest thereon have been paid, unless otherwise extended by the members.

California-Oregon Transmission Project

TANC is a participant and also the Project Manager of the California-Oregon Transmission Project (Project), a 340 mile long, 500 kilovolt alternating current transmission project between Southern Oregon and Central California. As Project Manager, TANC is responsible for the overall direction and coordination of all Project operations and maintenance, additions and betterments, and for general and administrative support.

The Project was declared commercially operable on March 24, 1993, with a rated transfer capability of 1,600 megawatts and provides a third transmission path between the electric systems of the Pacific Northwest and those in California. The Project has successfully met and completed all major environmental requirements. As of June 30, 2018, the most recent data

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**NOTE 6 – PARTICIPATION IN JOINT VENTURES (continued)**

available, TANC's investment in the Project was \$537.6 million, less accumulated depreciation and amortization of \$271.9 million.

In connection with its participation in the Project, TANC has an entitlement balance of the Project's transfer capability of approximately 1,362 megawatts and is obligated to pay an average of approximately 80 percent of the operating costs associated with the Project. TANC incurred and initially capitalized all costs for project construction since they were expected to be recovered through reimbursement from Project participants and from the successful operations of the Project transmission lines. The Project agreement among the participating members provides that each member agrees to make payments, from its revenues, to TANC for project costs incurred and for payment of debt service.

SVP has historically been obligated to pay 20.47% of TANC's COTP operating and maintenance expenses and 20.70% of TANC's COTP debt service and 22.16% of the Vernon acquisition debt. SVP has also been entitled to 20.4745% of TANC's share of COTP transfer capability (approximately 278 MW net of third party layoffs of TANC) on an unconditional take-or-pay basis. Starting on July 1, 2014, SVP laid-off 147 MWs of this entitlement to other TANC members under a 25 year agreement. During the term of this agreement the parties taking on the entitlement will pay all associated debt service, operations and maintenance costs, and all administrative and general costs. SVP's portion of the operating and maintenance expenses and the COTP debt service is 10.008 %.

**D. M-S-R Public Power Agency (MSR PPA)**

MSR PPA is a joint power agency formed in 1980 by the Modesto Irrigation District, the City of Santa Clara, and the City of Redding, California, to develop or acquire and manage electric power resources for the benefit of the members. The personnel of its members and contract professional staff perform the administrative and management functions of MSR PPA. The member's income and expenses sharing ratio is as follows: Modesto Irrigation District – 50 percent, City of Santa Clara – 35 percent, and City of Redding – 15 percent.

SVP's equity in MSR PPA's net losses exceeds its investments and, therefore, the equity method of accounting for the investment has been suspended. As of December 31, 2018, the date of the latest available audited financial statements, SVP's unrecognized share of member's deficit of MSR PPA was \$18.4 million. Under the joint exercise of power agreement, which formed MSR PPA, SVP is responsible for funding up to 35 percent of MSR PPA's operating cost, to the extent such funding is necessary. During the years ended June 30, 2019 and 2018, SVP made no contributions to fund its share of operating deficits. If there were such contributions, they would be included in SVP's expenses.



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**NOTE 6 – PARTICIPATION IN JOINT VENTURES (continued)**

MSR PPA's principal activity is a 28.8% ownership interest in a 507-megawatt unit of a coal-fired electricity generating plant located in New Mexico (San Juan Plant). The San Juan plant was jointly owned by the Public Service Company of New Mexico (PNM) (38.5%), MSR PPA (28.8%) and other municipal power entities (32.7%). MSR PPA was also a participant in the Southwest Transmission Project, a 500-kilovolt alternating current transmission project between Central Arizona and Southern California, which provides firm transmission from the San Juan plant into California. MSR PPA has transmission contracts to complete the path to bring power to the Members' distribution systems. The Members share in the income and expense of the San Juan Plant and the Southwest Transmission Project in the ratio of the MSR PPA ownership percentages. On May 25, 2016, MSR PPA sold its interest in the Southwest Transmission Project. On December 31, 2017, MSR PPA divested its ownership interest in the San Juan plant

In 2006, MSR PPA entered into a Wholesale Purchase and Sale Agreement and a Shaping and Firming Agreement with Avangrid Renewables, Inc. to provide renewable wind energy to the Members from the Big Horn I Wind Energy Project (Big Horn I Project) with a nominal installed capacity of approximately 199.5 MW. SVP receives the power purchased by MSR PPA from the Big Horn I Project. SVP's share equates to approximately a 105 MW share of the output at a cost comparable to combined cycle gas-fuel generation. Power deliveries commenced on October 1, 2006 and will continue through September 30, 2026. Through an amendment of the original agreements MSR PPA has an obligation to continue to take the same output through September 30, 2031, or if the Big Horn Project is repowered MSR PPA will have a right of first offer to negotiate a long-term power purchase for such repowered project. The participation in this project is as follows:

Modesto Irrigation District	12.5%
City of Santa Clara	52.5%
City of Redding	35.0%

In 2009, MSR PPA entered into a Power Purchase Agreement and Redelivery Agreement with Avangrid Renewables Inc. to purchase additional wind power energy from the same site, called Big Horn II, with a nominal installed capacity of 50 MW for a twenty-year period. Deliveries of energy under this project began on November 1, 2010. The participation in this project is as follows: Modesto Irrigation District – 65%; City of Santa Clara – 35%.

**MSR PPA San Juan**

In 2015, the MSR PPA Commission approved a number of agreements (the "San Juan Restructuring Agreements") to provide for the interests of MSR PPA and certain other San Juan Participants (the "exiting participants") in the San Juan Generation Station to be transferred to the remaining San Juan Participants effective December 31, 2017. In addition to the ownership divestiture, the San Juan Restructuring Agreements provide for, among other things, the allocation

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**NOTE 6 – PARTICIPATION IN JOINT VENTURES (continued)**

of ongoing responsibility for decommissioning costs, mine reclamation costs and any environmental remediation obligations among the exiting participants and the remaining San Juan Participants, and the establishment and funding of mine reclamation and plant decommissioning trust funds. The San Juan Restructuring Agreements were subsequently executed by all nine San Juan Generation Station owners and PNM Resources Development Company (a non-utility affiliate of PNM) and, following receipt of regulatory approvals, became effective on January 31, 2016. Various other implementing agreements and amendments to existing San Juan project agreements to effect the restructuring have also been executed. Closing of the ownership restructuring of the San Juan Generation Station and the divestiture of M-S-R PPA's interests in San Juan Unit No. 4 was completed on schedule on December 31, 2017.

**E. M-S-R Energy Authority (MSR EA)**

MSR EA is a joint power agency formed in 2008 by the Modesto Irrigation District, the City of Santa Clara, and the City of Redding, California, to develop or acquire and manage natural gas resources for the benefit of the members. The personnel of its members and contract professional staff perform the administrative and management functions of MSR EA. Each member's income and expense sharing ratio is as follows: Modesto Irrigation District – 33.3%; City of Santa Clara – 33.4%; and City of Redding – 33.3%.

SVP's equity in MSR EA's net losses exceeds its investment and, therefore, the equity method of accounting for the investment has been suspended. As of December 31, 2018, the date of the latest available audited financial statements, SVP's unrecognized share of member's deficit of MSR EA was \$27.2 million. Under the joint exercise of power agreement, which formed MSR EA, SVP is responsible for funding up to 33.4% of MSR EA's operating cost, to the extent such funding is necessary. During the years ended June 30, 2019 and 2018, SVP made no contributions to fund its share of operating deficits. If there were such contributions, they would be included in SVP's expenses.

In 2009, the City of Santa Clara, along with the Cities of Modesto and Redding participated in the M-S-R Energy Authority Gas Prepay Project. The Gas Prepay Project provides the City, through a Gas Supply Agreement with MSR EA dated September 10, 2009, a secure and long-term supply of natural gas of 7,500 MM Btu (Million British thermal unit) daily or 2,730,500 MM Btu annually through December 31, 2012, and 12,500 MM Btu daily, or 4,562,500 MM Btu annually thereafter until September 30, 2039. The agreement provides this supply at a discounted price below the spot market price (the Pacific Gas & Electric City gate index) over the next 30 years. As of December 31, 2018, bonds issued by MSR EA to finance the City's share of the Gas Prepay Project were outstanding in the principal amount of \$500,200,000. These bonds were initially sold on August 27, 2009. Under the Gas Supply Agreement, MSR EA will bill the City for actual quantities of natural gas delivered each month on a "take-and-pay" basis. MSR EA has contracted with Citigroup Energy, Inc. ("CEI") to use the proceeds of the Gas

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**NOTE 6 – PARTICIPATION IN JOINT VENTURES (continued)**

Prepay bond issue to prepay CEI for natural gas. CEI has guaranteed repayment of the bonds, and responsibility for bond repayment is non-recourse to the City. Moreover, any default by the other Gas Prepay Project participants is also non-recourse to the City.

**F. Contingent Liability**

Under the terms of the various joint venture agreements, SVP is contingently liable for a portion of the long-term debt of the entities under take-or-pay agreements, letters of credit, guarantees or other similar agreements.

Based on the most recent audited financial statements of the individual joint ventures, SVP was contingently liable for long-term debt as of June 30, 2019 as follows:

Agreements	Total Debt	Silicon Valley Power's Debt Share	Silicon Valley Power's Contingent Liability
NCPA 06/30/18	\$ 736,932,468	32.62%	\$ 240,364,297
TANC 06/30/18	200,290,000	9.69%	19,405,122
MSR PPA 12/31/18	98,850,000	35.00%	34,597,500
TOTAL	<u>\$ 1,036,072,468</u>		<u>\$ 294,366,919</u>

In addition, SVP would be, under certain conditions, liable to pay a portion of costs associated with the operations of the entities. Under certain circumstances, such as default or bankruptcy of the other participants, SVP may also be liable to pay a portion of the debt of these joint ventures on behalf of those participants and seek reimbursement from those participants.

Take-or-Pay commitments expire upon final maturity of outstanding debt for each project. Final fiscal year debt expirations as of June 30, 2018 are as follows:

Project	Debt Expiration	Entitlement Share %	Debt Service Share %
NCPA - Geothermal Project (NGP)	July-2024	44.3905%	44.3905%
NCPA - Hydroelectric Project (NHP)	July-2032	37.0200%	37.0200%
NCPA - Lodi Energy Center (NLEC)**	June-2040	25.7500%	30.6292%
TANC - CA-OR Transmission Project (COTP)	May-2024	9.5700%	9.6900%
MSR PPA -San Juan Plant	July-2022	35.0000%	35.0000%

\*\* The SVP's debt service share in NLEC on issue one is 46.1588%, on issue two is 0%.

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**NOTE 6 – PARTICIPATION IN JOINT VENTURES (continued)**

A summary of SVP’s “Take-or-Pay” contracts and related projects and its contingent liability for the debt service including principal and interest payments at June 30, 2018 is as follows:

Fiscal Year	NGP	NHP	NLEC	COTP	MSR PPA	Total
2019	\$ 2,191,001	\$ 13,860,409	\$ 7,658,253	\$ 838,994	\$ 9,711,800	\$ 34,260,457
2020	2,191,513	13,510,819	7,568,560	576,705	9,711,800	33,559,397
2021	2,195,431	13,524,404	7,568,602	603,700	9,712,500	33,604,637
2022	2,197,534	13,469,653	7,566,771	633,717	9,711,100	33,578,775
2023	2,198,863	13,482,473	7,567,678	664,572		23,913,586
2024-2028	3,087,584	53,115,121	38,156,954	3,783,640	-	98,143,299
2029-2033	-	40,921,388	38,619,608	4,824,619	-	84,365,615
2034-2038	-	-	38,618,066	6,083,615	-	44,701,681
2039-2041	-	-	22,527,489	1,395,560	-	23,923,049
Total	<u>\$ 14,061,926</u>	<u>\$ 161,884,267</u>	<u>\$ 175,851,981</u>	<u>\$ 19,405,122</u>	<u>\$ 38,847,200</u>	<u>\$ 410,050,496</u>

**NOTE 7 – RETIREMENT PLAN – DEFINED BENEFIT PENSION PLAN**

For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Plan and additions to/deductions from the Plan’s fiduciary net position have been determined on the same basis as they are reported by the CalPERS Financial Office. For this purpose, benefit payments (including refunds of employee contributions) are recognized when currently due and payable in accordance with the benefit terms. Investments are reported at fair value.

**A. General Information about the Pension Plan**

Plan Descriptions

All qualified regular and probationary employees are required to participate in the City’s Miscellaneous Agent Multiple-Employer defined benefit plan administered by the California Public Employees’ Retirement System (CalPERS), which acts as a common investment and administrative agent for its participating member employers. Benefit provisions under the Plan are established by State statute and City resolution. CalPERS issues a publicly available report that include a full description of the pension plan regarding benefit provisions, assumptions and membership information and can be found on the CalPERS website.

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**NOTE 7 – RETIREMENT PLAN – DEFINED BENEFIT PENSION PLAN (continued)**

Benefits Provided

CalPERS provides service retirement and disability benefits, annual cost of living adjustments, and death benefits to plan members, who must be public employees or beneficiaries. Benefits are based on years of credited service, equal to one year of full time employment. Members with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after 5 years of service. The pre-retirement death benefit is the Optional Settlement 2W Death Benefit. The cost of living adjustments for each plan are applied as specified by the Public Employees' Retirement Law.

The Plan's provisions and benefits in effect at June 30, 2019, are summarized as follows:

	<b>Miscellaneous</b>	
	<u>Prior to</u>	<u>On or after</u>
	<u>January 1, 2013</u>	<u>January 1, 2013</u>
Hire date		
Benefit formula	2.7% @ 55	2% @ 62
Benefit vesting schedule	5 years service	5 years service
Benefit payments	monthly for life	monthly for life
Retirement age	50 - 55	52 - 67
Monthly benefits, as a % of eligible compensation	2.00 - 2.70%	1.00 - 2.50%
Required employee contribution rates	8%	5.75%
Required employer contribution rates	10.169%	10.169%
Required unfunded liability contribution	\$5,941,887	

Contributions

Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers are determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. Funding contributions are determined annually on an actuarial basis as of June 30 by CalPERS. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. SVP is required to contribute the difference between the actuarially determined rate and the contribution rate of employees.

**CITY OF SANTA CLARA ELECTRIC UTILITY ENTERPRISE FUND  
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NOTES TO FINANCIAL STATEMENTS**

**For the years ended June 30, 2019 and 2018**

**NOTE 7 – RETIREMENT PLAN – DEFINED BENEFIT PENSION PLAN (continued)**

The contributions to the Plan were as follows:

	<u>Miscellaneous</u>	
	<u>June 30, 2019</u>	<u>June 30, 2018</u>
Contributions - employer	\$8,258,503	\$8,832,102

**B. Net Pension Liability, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions**

SVP reported a net pension liability for its proportionate share of the net pension liability of the Plan as follows:

	<u>Proportionate Share of Net Pension Liability</u>	
	<u>June 30, 2019</u>	<u>June 30, 2018</u>
Miscellaneous \$	94,238,259	\$ 92,735,319

SVP's net pension liability for the Plan is measured as the proportionate share of the net pension liability. The net pension liability of the Plan is measured as of June 30, 2018, and the total pension liability for the Plan used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2017 rolled forward to June 30, 2018 using standard update procedures. SVP's proportion of the net pension liability was based on a projection of SVP's long-term share of contributions to the pension plan relative to the projected contributions of all funds of the City. SVP's proportionate share of the net pension liability for the Plan as of June 30, 2017 and 2018 was as follows:

	<u>Miscellaneous</u>
Proportion - June 30, 2017	34.97%
Proportion - June 30, 2018	34.97%
Change - Increase (Decrease)	0.00%

For the years ended June 30, 2019 and 2018, SVP recognized pension expense of \$13,788,025 and \$12,008,295, respectively. At June 30, 2019 and 2018, SVP reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

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**NOTE 7 – RETIREMENT PLAN – DEFINED BENEFIT PENSION PLAN (continued)**

Miscellaneous Plan:

<u>June 30, 2019</u>	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Pension contributions subsequent to measurement date	\$ 8,258,503	\$ -
Differences between expected and actual experience	2,493,207	(253,680)
Changes in assumptions	4,315,077	(1,235,166)
Net differences between projected and actual earnings on plan investments	<u>222,557</u>	<u>-</u>
Total	<u>\$ 15,289,344</u>	<u>\$ (1,488,846)</u>

<u>June 30, 2018</u>	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Pension contributions subsequent to measurement date	\$ 8,832,102	\$ -
Differences between expected and actual experience	-	(753,184)
Changes in assumptions	8,630,157	-
Net differences between projected and actual earnings on plan investments	<u>1,923,557</u>	<u>-</u>
Total	<u>\$ 19,385,816</u>	<u>\$ (753,184)</u>

\$8,258,503 reported as deferred outflows of resources related to contributions subsequent to the June 30, 2018 measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2020. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

<u>Measurement Period Ended June 30</u>	<u>Annual Amortization</u>
2019	\$ 6,498,862
2020	929,440
2021	(1,432,338)
2022	(453,969)

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**NOTE 7 – RETIREMENT PLAN – DEFINED BENEFIT PENSION PLAN (continued)**

**C. Actuarial Assumptions**

For the measurement period ended June 30, 2018, the total pension liability was determined by rolling forward the June 30, 2017 total pension liability. The June 30, 2017 total pension liability was based on the following actuarial methods and assumptions:

	<u>Miscellaneous</u>
Valuation Date	June 30, 2017
Measurement Date	June 30, 2018
Actuarial Cost Method	Entry-Age Normal Cost Method
Actuarial Assumptions:	
Discount Rate	7.15%
Inflation	2.50%
Payroll Growth	3.0%
Projected Salary Increase	Varies by Entry-Age and Service
Investment Rate of Return	7.15% <sup>(1)</sup>
Post Retirement Benefit Increase	Contract COLA up to 2% until Purchasing Power Protection applies, 2.5% thereafter
Mortality <sup>(2)</sup>	Derived using CalPERS' Membership Data for all Funds <sup>(2)</sup>

<sup>(1)</sup> Net of pension plan investment and administrative expenses; including inflation.

<sup>(2)</sup> The mortality table used was developed based on CalPERS' specific data. The table includes 15 years of mortality improvements using Society of Actuaries Scale 90% of scale MP 2016. For more details on this table, please refer to the CalPERS' December 2017 experience study report available on CalPERS' website.

The underlying mortality assumptions and all other actual assumptions used in the June 30, 2017 valuation were based on the results of a December 2017 actuarial experience study for the period 1997 to 2015. Further details of the Experience Study can be found on the CalPERS website.

Changes of Assumptions

For the measurement date of June 30, 2018, the inflation rate reduced from 2.75% to 2.5%.



**CITY OF SANTA CLARA ELECTRIC UTILITY ENTERPRISE FUND  
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NOTES TO FINANCIAL STATEMENTS**

**For the years ended June 30, 2019 and 2018**

**NOTE 7 – RETIREMENT PLAN – DEFINED BENEFIT PENSION PLAN (continued)**

Discount Rate

The discount rate used to measure the total pension liability for the Plan was 7.15%. The projection of cash flows used to determine the discount rate for the Plan assumed that contributions from all plan members in the Public Employees Retirement Fund (PERF) will be made at the current member contribution rates and that contributions from employers will be made at the current required rates, actuarially determined. Based on those assumptions, the Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members for all plans in the PERF. Therefore, the long-term expected rate of return on plan investments was applied to all period of projected benefit payments to determine the total pension liability for the Plan.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Using historical returns of all the funds' assets classes, expected compound (geometric) returns were calculated over the short-term (first 10 years) and the long-term (11+ years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the rounded single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equal to the single equivalent rate calculated above and adjusted to account for assumed administrative expenses.

**CITY OF SANTA CLARA ELECTRIC UTILITY ENTERPRISE FUND  
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**For the years ended June 30, 2019 and 2018**

**NOTE 7 – RETIREMENT PLAN – DEFINED BENEFIT PENSION PLAN (continued)**

Asset Class <sup>(a)</sup>	Current Target Allocation	Real Return Years 1 - 10 <sup>(b)</sup>	Real Return Years 11+ <sup>(c)</sup>
Global Equity	50.0%	4.80%	5.98%
Fixed Income	28.0%	1.00%	2.62%
Inflation Assets	-	0.77%	1.81%
Private Equity	8.0%	6.30%	7.23%
Real Assets	13.0%	3.75%	4.93%
Liquidity	1.0%	-	-0.92%
Total	<u>100%</u>		

(a) In the CalPERS CAFR, Fixed Income is included in Global Debt Securities; Liquidity is included in Short-term investments; Inflation Assets are included in both Global Equity Securities and Global Debt Securities.

(b) An expected inflation of 2.0% used for this period.

(c) An expected inflation of 2.92% used for this period.

**Sensitivity of the Proportionate Share of the Net Pension Liability to Changes in the Discount Rate**

The following presents SVP's proportionate share of the net pension liability for the Plan, calculated using the discount rate for the Plan, as well as what SVP's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower or 1-percentage point higher than the current rate:

	Miscellaneous	
	June 30, 2019	June 30, 2018
1% Decrease	6.15%	6.15%
Net Pension Liability	\$ 125,983,325	\$ 123,540,956
Current Discount Rate	7.15%	7.15%
Net Pension Liability	\$ 94,238,259	\$ 92,735,319
1% Increase	8.15%	8.15%
Net Pension Liability	\$ 67,770,996	\$ 67,083,805

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**NOTE 7 – RETIREMENT PLAN – DEFINED BENEFIT PENSION PLAN (continued)**

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in the separately issued CalPERS financial report.

**NOTE 8 – OTHER POST EMPLOYMENT BENEFITS**

**A. Plan Description**

The City's single-employer defined benefit Other Post Employment Benefit (OPEB) Plan Trust Fund, which was established by City Council in fiscal year 2007-08 in accordance with GAAP, provides reimbursements to retirees for qualified expenses. Employees who have retired from the City with at least ten years of service and meet certain criterion based upon retirement date, household income in the most recent calendar year and age are entitled to reimbursements for qualified expenses. Annual maximum reimbursement amounts differ depending on when an employee retired from City service. The majority of retirees may be eligible for a maximum of \$4,296 in annual reimbursements. Amendments to benefit provisions are negotiated by the various bargaining units at the City and must be approved by Council. In fiscal year 2007-08, the City established an irrevocable exclusive agent multiple-employer defined benefit trust which is administered by Public Agency Retirement Services (PARS). The City is the Plan administrator, and PARS administers the investment trust for the City's Plan. The trust is used to accumulate and invest assets necessary to reimburse retirees. Separate financial reports are issued by PARS for the OPEB Plan Trust. The report can be obtained by writing to PARS at 4350 Von Karman Avenue, Suite 100, Newport Beach, CA 92660, or by calling 1-800-540-6369.

For purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the OPEB plan and additions to and deduction from the OPEB's fiduciary net position have been determined on the same bases. For this purpose OPEB benefit payments are recognized when currently due and payable in accordance with the benefits terms. Investments are report at fair value.

Generally accepted accounting principles require that the reporting results must pertain to liability and asset information within certain defined timeframes. For the fiscal year 2018-19 the following time frames were used.

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**NOTE 8 – OTHER POST EMPLOYMENT BENEFITS (continued)**

Measurement Date	June 30, 2019
Measurement Period	July 1, 2018 to June 30, 2019
Actuarial valuation date <sup>(1)</sup>	June 30, 2018

(1) Update procedures were used to roll forward the Total OPEB Liability from the valuation date to the measurement date.

**B. Contributions**

The OPEB Plan trust annual contributions are based upon actuarial determine contributions. The contribution requirements are established and may be amended by the City Council. Plan members do not make contributions to the plan; the plan is funded entirely by employer contributions. For the fiscal year ending June 30, 2019, SVP contributed \$748 thousand.

**C. Actuarial Assumptions**

The June 30, 2019 total OPEB liability was based on the following actuarial methods and assumptions:

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**For the years ended June 30, 2019 and 2018**

**NOTE 8 – OTHER POST EMPLOYMENT BENEFITS (continued)**

**Actuarial Assumptions Used in Total OPEB Liability**

Actuarial Assumption	June 30, 2019 Measurement Date
Actuarial valuation date	June 30, 2018
Discount rate	5.25% at June 30, 2019
	Crossover analysis showed benefit payments always fully funded by plan assets
Inflation	2.75%
Salary increases	Aggregate -3%
Investment rate of return	5.25% at June 30, 2019
Funding policy	Full pre-funding to PARS trust
	PARS portfolio: Moderately Conservative
Mortality, Disability, Termination, and Retirement	CalPERS 1997-2015 Experience Study
Mortality Improvement	Mortality projected fully generational with Scale MP-2018
Healthcare cost trend rates	Non-Medicare - 7.5% for 2020 scaling down to 4.0% for year 2076
	Medicare - 6.5% for 2020 scaling down to 4.0% for year 2076
Healthcare participation for future retirees - Cash subsidy	Currently covered: 80%
	Waived: 40%
Healthcare participation for future retirees - PEMHCA implied subsidy	Currently covered: 80%
	Waived: 25%

**D. Net OPEB Liability, OPEB Expenses and Deferred Outflows/Inflows of Resources  
Related to OPEB**

SVP's net OPEB liability for the Plan is measured as the proportionate share of the City's net OPEB liability as of June 30, 2019, and the total OPEB liability for the Plan used to calculate the net OPEB liability was determined by an actuarial valuation as of June 30, 2018, rolled forward to June 30, 2019 using standard actuarial methods, based on actuarial methods and assumptions. SVP's proportion of the net OPEB liability was based on a projection of SVP's long-term share of contributions to the OPEB plan relative to the projected contributions of all funds of the City. SVP's proportionate share of the net pension liability for the Plan as of June 30, 2019 was 34.97%.

For the year ended June 30, 2019, SVP reported a net OPEB liability of \$13,340 thousand and recognized OPEB expense of \$446 thousand. At June 30, 2019, SVP reported deferred outflows

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**NOTE 8 – OTHER POST EMPLOYMENT BENEFITS (continued)**

of resources and deferred inflows of resources related to OPEB from the following sources (in thousands):

June 30, 2019	Deferred Outflows of Resources	Deferred Inflows of Resources
Changes of assumptions	\$ -	\$ 1,712
Differences between expected and actual experience	-	482
Net differences between projected and actual earnings on OPEB plan investments	-	25
Total	<u>\$ -</u>	<u>\$ 2,219</u>

June 30, 2018	Deferred Outflows of Resources	Deferred Inflows of Resources
Net differences between projected and actual earnings on OPEB plan investments	\$ 100	-
Total	<u>\$ 100</u>	<u>\$ -</u>

Other amounts reported as deferred outflows of resources related to OPEB will be recognized as expense as follows:

Measurement Period Ended June 30	Annual Amortization (in thousands)
2020	\$ (422)
2021	(422)
2022	(423)
2023	(447)
2024	(422)
Thereafter	(83)

**E. Discount Rate**

The discount rate used to measure the total OPEB liability was 5.25% as of June 30, 2019. The projection of cash flows used to determine the discount rate assumed that City contributions will be made at rate equal to the actuarially determined contributions rates. Based on those assumptions, the OPEB plan's fiduciary net position was projected to be available to make all

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**NOTE 8 – OTHER POST EMPLOYMENT BENEFITS (continued)**

projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on OPEB plan investments was applied to all periods of projected benefit payments to determine the total OPEB liability.

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Long-Term Expected Real Rate of Return</u>
Mutual Funds - Equity	29%	4.82%
Mutual Funds - Fixed Income	65%	1.47%
REITS	1%	3.76%
Cash and equivalent	5%	0.06%
	<u>100%</u>	
Expected Inflation		2.75%
Discount Rate		5.25%

**F. Sensitivity of the Net OPEB Liability to Changes in the Discount Rate**

The following table presents the net OPEB liability of the Plan as of June 30, 2019 calculated using the discount rate of 5.25%, as well as what the plan's net OPEB liability would be if it were calculated using a discount rate that is 1% point lower or 1% point higher than the current rate.

	<u>June 30, 2019 (In Thousands)</u>	<u>June 30, 2018 (In Thousands)</u>
1% Decrease	4.25%	4.25%
Net OPEB Liability	\$ 16,009	\$ 19,343
Current Discount Rate	5.25%	5.25%
Net OPEB Liability	\$ 13,340	\$ 16,286
1% Increase	6.25%	6.25%
Net OPEB Liability	\$ 11,137	\$ 13,792

**G. Sensitivity of the Net OPEB Liability to Healthcare Cost Trend Rates**

The following table presents the net OPEB liability of the City, as of June 30, as well as what the City's net OPEB liability would be if it were calculated using healthcare cost trend rates that are 1% point lower or 1% point higher than the current rate.

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**NOTE 8 – OTHER POST EMPLOYMENT BENEFITS (continued)**

	June 30, 2019 (In Thousands)	June 30, 2018 (In Thousands)
1% Decrease	6.5% Non-Medicare	5.5% Non-Medicare
	5.5% Medicare decreasing to 4.0%	5.7% Medicare decreasing to 5.0%
Net OPEB Liability	\$10,717	\$13,139
Current Rate	7.5% Non-Medicare	6.5% Non-Medicare
	6.5% Medicare decreasing to 4.0%	6.7% Medicare decreasing to 5.0%
Net OPEB Liability	\$13,340	\$16,286
1% Increase	8.5% Non-Medicare	7.5% Non-Medicare
	7.5% Medicare decreasing to 4.0%	7.7% Medicare decreasing to 5.0%
Net OPEB Liability	\$16,580	\$20,225

**NOTE 9 – WHOLESALE ACTIVITIES**

**A. Long-term Power Purchase Contracts**

SVP purchases wholesale electric power from various participants of the Western Systems Power Pool (WSPP), NCPA, MSR Public Power Agency (Note 6), Western Area Power Administration, and other sources to supply the power requirements of Silicon Valley Power's electric utility customers under long-term power purchase agreements (PPAs). SVP actively manages the financial risks inherent in these PPAs, including the risks arising from the changing spot market prices that move above and below the contract prices and from contract disputes that may arise from time to time. The cost of power under PPAs is included in materials, services and supplies expense and excluded from wholesale resources purchases.

**B. Restructuring of the California Electric Industry**

Deregulation Legislation

The passage of AB1890 in 1998 triggered fundamental changes in the structure of the electric industry in California. Generally, AB1890 provided for creation of the California Power Exchange (Cal PX), which was to be a clearinghouse for energy transactions among investor-owned utilities, independent generators and power marketers, who in turn would serve so called



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**NOTE 9 – WHOLESALE ACTIVITIES (continued)**

direct-access customers. AB1890 also created the California Independent System Operator (CAISO), which was to manage the state's bulk transmission grid.

However, in 2000 and 2001, the price of electricity at the Cal PX became extremely high, and investor-owned utilities were unable to pay for the energy that they needed from the Cal PX. Eventually the Cal PX filed for bankruptcy and was dismantled. Investor-owned utility PG&E and several energy marketers would also file for bankruptcy and over a decade of litigation ensued.

The CAISO, however, continues to manage the state's bulk electric system and the day-ahead and day-of markets, and it has implemented various price controls and tariffs in an effort to avoid repeating the mistakes of 2000 and 2001. Along with balancing control area responsibility, the CAISO has also announced that it will take on the role of reliability coordinator for the region.

Energy Wholesale Trading and Risk Management

SVP participates in the wholesale gas and power market and the CAISO's centralized market. Since CAISO's Market Redesign and Technology Upgrade (MRTU), CAISO has become the ultimate buyer and seller in the California day ahead market. Therefore, SVP engages in the trading of commodity forward contracts (gas and electric energy contracts) to secure fuel supply and hedge daily power purchase/sales from/to CAISO. Activities during the fiscal year were substantially considered hedging transactions and, as such, have been accounted for using the settlement method of accounting. Accordingly, related gross purchases and sales totaling \$22.5 million and \$27.7 million, respectively, for fiscal year ended June 30, 2019, have been separately reported on the statement of revenues, expenses and changes in net position.

The restructured electric wholesale market exposes SVP to various risks including market, credit and operational risks. Active and effective management of these risks associated with the power trading activity is critical to its continued success and contribution to the entire utility. A Risk Management Committee administers and monitors compliance with the Council approved risk policies and the related procedures on a regular basis. The City and SVP believe that it has the resource commitment, effective policies and procedures, and is continuing to improve the control structure and oversight for evaluating and managing the market and credit risks to which it is exposed.

Credit Arrangements

SVP has risk policies, regulations, and procedures that help mitigate credit risk and minimize overall credit risk exposure. The policies include transacting only with investment grade counterparties, evaluating of potential counterparties' financial condition and assigning credit limits as applicable. These credit limits are established based on risk and return considerations

**CITY OF SANTA CLARA ELECTRIC UTILITY ENTERPRISE FUND  
(SILICON VALLEY POWER)  
NOTES TO FINANCIAL STATEMENTS**

**For the years ended June 30, 2019 and 2018**

**NOTE 9 – WHOLESALE ACTIVITIES (continued)**

under terms customarily available in the industry. For counterparties below investment grade or lack of solid financial records, SVP requires collateral in the form of parental guarantee, surety bonds, letter of credit, or cash prepayment. Additionally, The City is a signatory to the WSPP netting agreement supplement and otherwise, enters into master netting arrangements whenever possible and, where appropriate, obtains collateral prior to trade execution. Master netting agreements incorporate rights of setoff that provide for the net settlement of subject contracts with the same counterparty in the event of default.

**NOTE 10 – MAJOR SUPPLIERS**

SVP purchases wholesale electric energy through its participation in the NCPA and M-S-R Public Power Agency joint powers agencies, from the Western Area Power Administration, from the market via the California Independent System Operator (CAISO), and from other sources to supply its retail electric utility customers. Additionally, SVP purchases transmission services through its participation in the TANC and from the CAISO.

The purchases of energy and transmission services that represent 5% or more of the total purchased power costs are shown in the table below:

Supplier	Power Purchased	% of the Total Purchased Power
NCPA	\$ 125,931,347	51.05%
M-S-R Public Power Agency	32,620,708	13.22%
Tri-Dam Project	29,293,866	11.87%
EDF Trading North America LLC	17,251,619	6.99%
M-S-R Energy Authority	13,716,509	5.56%

**NOTE 11 – COMMITMENTS AND CONTINGENCIES**

Commitments and contingencies, undeterminable in amount, include normal recurring pending claims and litigation. In the opinion of management, based upon discussion with legal counsel, there is no pending litigation, which is likely to have a material adverse effect on the financial position of the fund.

SVP has future commitments under construction projects as stated in Construction in Progress in Notes to Financial Statements 4B.

**CITY OF SANTA CLARA ELECTRIC UTILITY ENTERPRISE FUND  
(SILICON VALLEY POWER)  
NOTES TO FINANCIAL STATEMENTS**

**For the years ended June 30, 2019 and 2018**

**NOTE 12 – NET POSITION AND STABILIZATION AGREEMENTS**

**A. Net Position**

Net Position is the excess of all SVP's assets and deferred outflow of resources over all its liabilities and deferred inflow of resources. Net Position is divided into three categories that are described below:

*Net investment in capital assets* describes the portion of Net Position which is represented by the current net book value of SVP's capital assets, less the outstanding balance of any debt issued to finance these assets.

*Restricted for other agreements* describes the portion of Net Position which is restricted as to use by the terms and conditions of agreements with outside parties, governmental regulations, laws, or other restrictions which SVP cannot unilaterally alter.

*Unrestricted* describes the portion of Net Position which is not restricted as to use.

SVP reported net position at June 30 as follows:

	<u>2019</u>	<u>2018</u>
Net investment in capital assets:	\$ 412,291,774	\$ 401,608,451
Restricted:		
Pension benefits	4,329,866	3,512,023
Unrestricted:		
Capital projects	112,642,866	98,821,802
Rate stabilization	123,947,182	120,708,577
Operations	117,326,122	80,897,063
Total Unrestricted	<u>353,916,170</u>	<u>300,427,442</u>
Total Net Position	<u>\$ 770,537,810</u>	<u>\$ 705,547,916</u>

**B. Stabilization Agreements**

Rate Stabilization Fund

In 1996, SVP established the Rate Stabilization Fund and Cost Reduction Fund to assure that the rates were set properly with sufficient operating cash as well as cost reduction and financial stability of the Electric Utility. In December 2010, Council approved to transfer the Cost Reduction Fund as a subaccount to the Rate Stabilization Fund and continued to be used to offset Electric Utility costs in essentially the same manner. As of June 30, 2019, the balance of the Rate Stabilization Fund was \$123,947,182.

**CITY OF SANTA CLARA ELECTRIC UTILITY ENTERPRISE FUND  
(SILICON VALLEY POWER)  
NOTES TO FINANCIAL STATEMENTS**

**For the years ended June 30, 2019 and 2018**

**NOTE 12 – NET POSITION AND STABILIZATION AGREEMENTS (continued)**

Pension Stabilization Fund

In fiscal year 2016-17, the City established an irrevocable pension trust as a way to address unfunded pension liabilities. As part of the year-end process for 2016-17, City Council approved SVP to designate and deposit \$3.5 million in fiscal year 2018 toward prefunding pension obligations. As of June 30, 2019, the balance of the Pension Stabilization Fund was \$4,329,866.

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**CITY OF SANTA CLARA ELECTRIC UTILITY ENTERPRISE FUND  
(SILICON VALLEY POWER)**

**REQUIRED SUPPLEMENTARY INFORMATION**

This part of the City of Santa Clara Electric Utility Enterprise Fund Financial Statements provides detailed information to better understand the data presented within the financial statements and note disclosures.

**SCHEDULE OF PROPORTIONATE SHARE OF THE NET PENSION LIABILITY AND RELATED RATIOS**

Discloses the proportionate share of the net pension liability and related ratios, including the proportionate share of fiduciary net position as a percentage of the total pension liability, and proportionate share of the net pension liability as a percentage of covered payroll.

**SCHEDULE OF CONTRIBUTIONS – PENSION PLAN**

Contains information of the employer's contractually required contribution rates, contributions to the pension plan and related ratios.

**SCHEDULE OF PROPORTIONATE SHARE OF THE NET OPEB LIABILITY AND RELATED RATIOS**

Discloses the proportionate share of the net OPEB liability and related ratios, including proportionate share of fiduciary net position as a percentage of the total OPEB liability, and the proportionate share of the net OPEB liability as a percentage of covered employee payroll.

**SCHEDULE OF PLAN CONTRIBUTIONS - OPEB PLAN**

Contains information of the employer's contractually required contribution rates, contributions to the OPEB Plan and related ratios.

**Schedule of Proportionate Share of the Net Pension Liability**  
**City of Santa Clara Electric Utility Enterprise Fund Miscellaneous Plan,**  
**a Cost-Sharing Defined Benefit Pension Plan**  
**Last Ten Fiscal Years for the Measurement Periods Ended June 30<sup>(1)</sup>**

<b>Measurement Date</b>	<b><u>June 30, 2018</u></b>	<b><u>June 30, 2017</u></b>
Plan's Proportion of the Net Position Liability/(Asset)	34.97%	34.97%
Plan's Proportionate Share of the Net Pension Liability/(Asset)	\$ 94,238,259	\$ 92,735,319
Plan's Covered Payroll	\$ 26,407,732	\$ 24,928,548
Plan's Proportionate Share of the Net Pension Liability/(Asset) as a Percentage of it's Covered Payroll	356.86%	372.00%
Plan's Proportionate Share of the Fiduciary Net Position as a Percentage of the Plan's Total Pension Liability	62.97%	62.02%

Notes to Schedule:

<sup>(1)</sup> Fiscal year 2014-15 was the first year of implementation.

**Schedule of Proportionate Share of the Net Pension Liability**  
**City of Santa Clara Electric Utility Enterprise Fund Miscellaneous Plan,**  
**a Cost-Sharing Defined Benefit Pension Plan**  
**Last Ten Fiscal Years for the Measurement Periods Ended June 30**

<u>June 30, 2016</u>	<u>June 30, 2015</u>	<u>June 30, 2014</u>
34.97%	34.97%	34.97%
\$ 84,615,916	\$ 74,516,387	\$ 69,068,338
\$ 21,661,244	\$ 20,300,577	\$ 20,289,905
390.63%	367.07%	340.41%
62.18%	65.57%	67.42%



**Schedule of Contributions**  
**City of Santa Clara Electric Utility Enterprise Fund Miscellaneous Plan,**  
**a Cost-Sharing Defined Benefit Pension Plan**  
**Last Ten Fiscal Years<sup>(1)</sup>**

	<u>June 30, 2019</u>	<u>June 30, 2018</u>
Actuarially determined contribution	\$ 8,258,503	\$ 8,832,105
Contributions in relation to the actuarially	<u>(8,258,503)</u>	<u>(8,832,105)</u>
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>
Covered payroll	\$ 28,630,755	\$ 26,407,732
Contributions as a percentage of covered payroll	28.84%	33.45%
Notes to Schedule		
Valuation date	6/30/2016	6/30/2015

Methods and assumptions used to determine contribution rates:

Actuarial cost method	Entry age normal
Amortization method	Level percentage of payroll, closed
Remaining amortization period	28 years as of valuation date
Asset valuation method	5-year smoothed market
Inflation	2.75%
Salary increases	3.2% to 12.2% depending on age, service and type of employment
Investment rate of return	7.50%, net of pension plan Investment and administrative expenses; includes inflation
Retirement age	The probabilities of retirement are based on the 2014 CalPERS Experience Study for the period from 1997-2011.
Mortality <sup>(2)</sup>	Derived using CalPERS' Membership Data for all Funds

<sup>(1)</sup> Fiscal year 2014-15 was the 1st year of implementation.

<sup>(2)</sup> The probabilities of mortality are based on the 2014 CalPERS Experience Study for the period from 1997 to 2011. Pre-retirement and Post-retirement mortality rates include 20 years of projected mortality improvement using Scale BB published by the Society of Actuaries.

**Schedule of Contributions**  
**City of Santa Clara Electric Utility Enterprise Fund Miscellaneous Plan,**  
**a Cost-Sharing Defined Benefit Pension Plan**  
**Last Ten Fiscal Years**

<u>June 30, 2017</u>	<u>June 30, 2016</u>	<u>June 30, 2015</u>
\$ 7,558,410	\$ 6,484,674	\$ 5,335,643
<u>(7,558,410)</u>	<u>(6,484,674)</u>	<u>(5,335,643)</u>
<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
\$ 24,928,548	\$ 21,661,244	\$ 20,300,577
30.32%	29.94%	26.28%
6/30/2014	6/30/2013	6/30/2012

**Schedule of Proportionate Share of the Net OPEB Liability and Related Ratios**  
**City of Santa Clara Electric Utility Enterprise Fund**  
**OPEB Plan, A Cost-Sharing Defined Benefit Plan**  
**Last Ten Fiscal Years Ended June 30<sup>(1)</sup>**

<b>Measurement Date</b>	<b><u>June 30, 2019</u></b>	<b><u>June 30, 2018</u></b>
Plan's Proportion of the Net Position Liability/(Asset)	34.97%	34.97%
Plan's Proportionate Share of the Net OPEB Liability/(Asset)	\$ 13,339,656	\$ 16,285,879
Plan's Covered-employee Payroll	\$ 52,963,135	\$ 47,313,294
Plan's Proportionate Share of the Net OPEB Liability/(Asset) as a Percentage of its Covered- employee Payroll	25.19%	34.42%
Plan's Proportionate Share of the Fiduciary Net Position as a Percentage of the Plan's Total OPEB Liability	37.14%	28.90%

Notes to Schedule:

<sup>(1)</sup> Fiscal year 2017-18 was the first year of implementation.

**Schedule of Proportionate Share of Contributions**  
**City of Santa Clara Electric Utility Enterprise Fund**  
**OPEB Plan, A Cost-Sharing Defined Benefit Plan**  
**Last Ten Fiscal Years Ended June 30<sup>(1)</sup>**  
**(In Thousands)**

	<u>June 30, 2019</u>	<u>June 30, 2018</u>
Actuarially determined contribution	\$ 1,856	\$ 1,911
Contributions in relation to the actuarially determined contributions	<u>(1,876)</u>	<u>(2,203)</u>
Contribution deficiency (excess)	<u>\$ (20)</u>	<u>\$ (292)</u>
Covered-employee payroll	\$ 52,963	\$ 47,313
Contributions as a percentage of covered-employee payroll	3.54%	4.66%

Notes to Schedule:

<sup>(1)</sup> Fiscal year 2017-18 was the first year of implementation.

**Notes to Schedule of Employer Contribution (OPEB Plan)**

<u>Methods and Assumptions for 2018-19 Actuarially Determine Contributions</u>	
Actuarial valuation date	June 30, 2016
Actuarial cost method	Entry Age Normal , Level Percentage of Payroll
Amortization method	Level percent of payroll
	30 years (closed period) for initial UAAL
Unfunded liability amortization	(22 Years remaining on June 30, 2017)
	15 years (open period) for method, assumption, plan changes, and gains
	Maximum 30-year combined period
	Investment gains and losses spread over a 5-year rolling period.
Asset valuation method	Not less than 80% nor greater than 120% of market value
Discount rate	5.25%
General inflation	3.00%
	Non-Medicare - 6.5% increase in 2018
Healthcare trend	scaling down to 5.0% in 2021
	Medicare - 6.7% increase in 2018
	scaling down to 5.0% in 2021
Mortality	CalPERS 1997-2011 Experience Study
	Mortality improvement projection with Scale MP-14
Mortality improvement	with 15 year convergence in 2022

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**CITY OF SANTA CLARA, CALIFORNIA**  
**PEDESTRIAN AND BICYCLE PROJECTS**  
**FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED**  
**JUNE 30, 2019 AND 2018**

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**CITY OF SANTA CLARA  
PEDESTRIAN AND BICYCLE PROJECTS  
Financial Statements  
For the Years Ended June 30, 2019 and 2018**

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## INDEPENDENT AUDITOR'S REPORT

To the Honorable Mayor and City Council of the  
City of Santa Clara, California

### ***Report on the Financial Statements***

We have audited the financial statements of the Pedestrian and Bicycle Projects (Projects) of the City of Santa Clara (City), as of and for the years ended June 30 2019 and 2018, and the related notes to the financial statements, as listed in the Table of Contents.

### ***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditor's Responsibility***

Our responsibility is to express opinions on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Projects' preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Projects' internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

### ***Opinions***

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Projects as of June 30, 2019 and 2018, and the change in financial position for the years then ended in accordance with accounting principles generally accepted in the United States of America.

### ***Emphasis of Matter***

As discussed in Note 1, the financial statements present only the Projects and do not purport to, and do not present fairly the financial positions of the City as of June 30, 2019 and 2018, or the changes in its financial position for the years then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

### ***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated December 19, 2019, on our consideration of the Projects' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Projects' internal control over financial reporting and compliance.

A handwritten signature in black ink that reads "Mary & Associates". The signature is written in a cursive, flowing style.

Pleasant Hill, California  
December 19, 2019

CITY OF SANTA CLARA  
PEDESTRIAN AND BICYCLE PROJECTS  
BALANCE SHEET  
JUNE 30, 2019 AND 2018

	2019		
	Allocation Instruction Number 16001020	Allocation Instruction Number 18001091	
		Total	2018
ASSETS			
Due from Metropolitan Transportation Commission	<u>\$75,000</u>	<u>\$75,000</u>	<u>\$298,012</u>
LIABILITIES			
Due to the City	<u>\$75,000</u>	<u>\$75,000</u>	<u>\$314,816</u>
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenue	<u>75,000</u>	<u>\$75,000</u>	<u>298,012</u>
FUND BALANCE (DEFICIT)	<u>(75,000)</u>	<u>(75,000)</u>	<u>(314,816)</u>
Total Liabilities, Deferred Inflows and Fund Balance (Deficit)	<u>\$75,000</u>	<u>\$75,000</u>	<u>\$298,012</u>

See accompanying notes to financial statements

CITY OF SANTA CLARA  
PEDESTRIAN AND BICYCLE PROJECTS  
STATEMENT OF REVENUES, EXPENDITURES  
AND CHANGES IN FUND BALANCE  
FOR THE YEARS ENDED JUNE 30, 2019 AND 2018

	2019		
	Allocation Instruction Number 16001020	Allocation Instruction Number 18001091	
		Total	2018
REVENUES			
TDA Article 3.0 (Note 2)	\$298,012	\$298,012	
Total Revenues	298,012	298,012	
EXPENDITURES			
Bicycle & Pedestrian Improvements at Various Locations			\$298,012
Bicycle Plan	\$58,196	58,196	16,804
Total Expenditures	58,196	58,196	314,816
Excess of Revenues over Expenditures	298,012	(58,196)	(314,816)
Fund balance at beginning of year	(298,012)	(16,804)	(314,816)
Fund balance (deficit) at end of year	(\$75,000)	(\$75,000)	(\$314,816)

See accompanying notes to financial statements

**CITY OF SANTA CLARA**  
**PEDESTRIAN AND BICYCLE PROJECTS**  
**Notes to the Financial Statements**  
**For the Years Ended June 30, 2019 and 2018**

<b>NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES</b>
--

The City of Santa Clara, California (City), has developed the Pedestrian and Bicycle Projects (Projects) under the Transportation Development Act (TDA), Article 3.0, for the construction for pedestrian pathways, wheelchair ramps and bicycle master plan studies.

The TDA funds are distributed through the Metropolitan Transportation Commission (MTC), which is the agency responsible for allocation of funds to eligible claimants within the greater San Francisco Bay Area.

The Projects are included in the Capital Project Fund of the Comprehensive Annual Financial Report of the City. The financial statements are intended to present the financial position and results of operation for the Projects, and not those of the City as a whole.

***A. Basis of Accounting***

Basis of accounting refers to when revenues and expenditures are recognized. The Projects are accounted for in a governmental fund type and the modified accrual basis of accounting is used. Under the modified accrual basis, revenues are recognized when they become measurable and available as net current assets. Expenditures are generally recognized when they are incurred.

***B. Deferred Outflows/Inflows of Resources***

In addition to assets, the statement of balance sheet may report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of fund balance that applies to a future period(s) and so will not be recognized as an outflow of resources (expenditure) until then.

In addition to liabilities, the balance sheet reports a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of fund balance that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The Projects have only one item, which arises only under a modified accrual basis of accounting, that qualifies for reporting in this category. Accordingly, the item, unavailable revenue, is reported only in the balance sheet. The Projects report unavailable revenues from one source: accounts receivable. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available.

***C. Use of Estimates***

The preparation of financial statements in conformity with generally accepted accounting principles (GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**CITY OF SANTA CLARA**  
**PEDESTRIAN AND BICYCLE PROJECTS**  
**Notes to the Financial Statements**  
**For the Years Ended June 30, 2019 and 2018**

<b>NOTE 2 - TDA ARTICLE 3.0 REVENUE</b>
---

As of June 30, 2019, the City had allocation instructions from the Metropolitan Transportation Commission for the following projects:

Project Name	Allocation Instruction #	Grant Amount	Expended from Inception to June 30, 2019	Revenue Received Inception to June 30, 2019
Bicycle & Pedestrian Improvements at Various Locations	16001020	\$298,012	\$298,012	\$298,012
Bicycle Plan	18001091	75,000	75,000	
Bicycle Facility on Lafayette/Bassett Streets	19001017	600,000		

**INDEPENDENT AUDITOR'S REPORT ON  
INTERNAL CONTROL OVER FINANCIAL REPORTING,  
ON COMPLIANCE WITH THE TRANSPORTATION DEVELOPMENT ACT  
AND OTHER MATTERS BASED ON  
AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE  
WITH *GOVERNMENT AUDITING STANDARDS***

To the Honorable Mayor and City Council of the  
City of Santa Clara, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the City of Santa Clara (City) Pedestrian and Bicycle Projects (Projects), as of and for the year ended June 30, 2019, and the related notes to the financial statements, and have issued our report thereon dated December 19, 2019.

***Internal Control over Financial Reporting***

In planning and performing our audit of the financial statements, we considered the Projects' internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Projects' internal control. Accordingly, we do not express an opinion on the effectiveness of the Projects' Fund's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Projects' financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.



### ***Compliance and Other Matters***

As part of obtaining reasonable assurance about whether the Projects' financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. Our procedures included the applicable audit procedures contained in §6666 of Title 21 of California Code of Regulations and tests of compliance with the applicable provisions of the Transportation Development Act and the Allocation Instructions and Resolutions of the Metropolitan Transportation Commission. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

We have also issued a separate Memorandum on Internal Control dated December 19, 2019, which is an integral part of our audit and should be read in conjunction with this report.

### ***Purpose of this Report***

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Projects' internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Projects' internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

This report is intended solely for the information and use of the Metropolitan Transportation Commission, management, City Council, others within the City, and federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties; however, this restriction is not intended to limit the distribution of this report, which is a matter of public record.

A handwritten signature in black ink that reads "Mary & Associates". The script is cursive and fluid, with the "M" and "A" being particularly large and stylized.

Pleasant Hill, California  
December 19, 2019

## STATUS OF PRIOR YEAR FINDING

### **TDA2018-01 – Accurate Accounting for Project Activities**

Transportation Development Act (TDA) project revenues and expenditures should be tracked and accounted for to ensure all grant-eligible costs are identified and accurately reported.

The City assigns project numbers to its TDA projects and project number 1378 is used to account for the activities related to Allocation Instruction #16001020 (Bicycle & Pedestrian Improvements at Various Locations). Project 1378 began in fiscal year 2018 and we were provided expenditure detail totaling \$166,513 and the project report indicated that no grant revenue had been received. However, we later found that the City had requested reimbursement for the full grant amount of \$298,012. When we inquired about why the reimbursement request exceeded the project expenditures and did not appear on the project activity report, City staff determined that fiscal year 2018 project expenditures of \$131,499 had been miscoded to a different project in the same general ledger fund.

We understand that City staff managing the TDA-funded project had requested the reimbursement based on the project invoices from the vendors. However, two of the vendor invoices had been charged to a different project in the general ledger and reclassification of the expenditures to the TDA-funded project was not completed.

As a result of the miscoding of the vendor payments to an incorrect project number, the TDA-funded project revenue and expenditure activity provided for audit was understated.

City staff should develop procedures to ensure that grant reimbursement requests are reconciled to the project activity in the general ledger to ensure all invoices are accurately coded by project.

#### ***Current Status:***

The City has implemented an additional step to ensure that other department requests for reimbursement are compared to the general ledger before they are filed.

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## Agenda Report

20-1300

Agenda Date: 1/14/2020

### REPORT TO COUNCIL

#### **SUBJECT**

Action to Authorize the City Manager to Execute an Agreement with Cascadia Consulting Group, Inc. for Climate Action Plan Update Services [Council Pillar: Sustainability]

#### **BACKGROUND**

The City of Santa Clara adopted its Climate Action Plan (CAP) on December 3, 2013, as required by the City's 2010-2035 General Plan. The goal of the CAP is to establish policies that will reduce the City's Greenhouse Gas (GHG) emissions consistent with the California Global Warming Solutions Act of 2006 (Assembly Bill 32 or AB32). AB 32 required the California Air Resources Board to achieve a reduction of GHG emissions for the State to 1990 levels by the year 2020.

Senate Bill 32, passed in 2016, expanded upon AB 32 by requiring a further reduction in GHG emissions to 40 percent below 1990 levels by 2030. Additionally, State Executive Orders were passed in 2005 and 2012 targeting reductions in GHG emissions to 80 percent below 1990 levels by 2050.

The City needs to update the CAP to establish GHG reduction strategies that meet the 2030 and 2050 GHG emissions reduction targets. City staff has begun work on a comprehensive CAP update, completing an inventory of Citywide GHG emissions for the City's 2018 Climate Action Plan Annual Report. Further work on the CAP update requires the technical assistance of a specialized consultant.

#### **DISCUSSION**

In June 2019, the City issued a Request for Proposals (RFP) for Climate Action Plan Update Services using the City's e-procurement system. The City received four proposals as follows:

- Cascadia Consulting Group, Inc. (Seattle, WA)
- Eastern Research Group, Inc. (Sacramento, CA)
- ICF Jones & Stokes, Inc. (San Francisco, CA)
- Integral Group (Oakland, CA)

**Evaluation:** A four-member evaluation team with representation from the Community Development, Electric, and Public Works Departments was formed to evaluate the proposals. Each team member independently evaluated and scored the proposals.

**Proposal Responsiveness:** Staff determined all proposals were responsive and met minimum qualifications as stated in the RFP.

Experience (25% weight): Each proposer's experience was considered, including the number of years developing and updating climate action plans.

Technical Capabilities (25% weight): Proposals were evaluated for a variety of factors including their project approach for updating the City's climate action plan, qualifications of proposed staff and subcontractors, and submitted examples of climate action plans prepared for other agencies.

Cost (20% weight): Cost proposals were opened and scored at the end of the technical proposal evaluation.

Oral Presentation (30% weight): On October 18, 2019, the three finalists, Cascadia, ICF and Integral Group, were invited to participate in oral presentations to demonstrate their knowledge and understanding of the City's requirements and introduce key personnel who would be assigned to the project.

The evaluation results are summarized in the table below.

<u>Criteria</u>	<u>Maximum Points</u>	<u>Cascadia Consulting Group</u>	<u>Eastern Research Group</u>	<u>ICF Jones &amp; Stokes</u>	<u>Integral Group</u>
Experience	25	19	17	20	19
Technical Capabilities	25	21	19	19	18
Cost	20	14	9	14	20
Oral Presentation	30	30		14	23
Totals	100	84	45	67	80

Notice of Intended Award:

A Notice of Intended Award (NOIA) announcing the City's recommended Consultant was published on October 22, 2019. The RFP process included a ten-day protest period; no protests were received.

Recommendation:

Staff recommends award of agreement to Cascadia Consulting Group, Inc. The evaluation team unanimously agreed that Cascadia's expertise and project approach is the most advantageous and provides the best value to the City. The Consultant's team is comprised of industry experts in the management of climate change mitigation and adaptation, energy efficiency and renewable energy, greenhouse gas reductions, recycling and materials management, and resource conservation. Additionally, their proposal included the following key attributes.

- Comprehensive understanding of the project requirements;
- Creative community engagement ideas; and
- Relevant experience in updating Climate Action Plans for other agencies.

References were checked with the Midpeninsula Regional Open Space District (California), the City of Santa Monica (California), and the City of San Jose (California). The references checked positive.

Pending Council's approval, the Agreement shall be executed to provide the required Climate Action Plan update services. The initial term of the Agreement shall be for two years ending on December 31, 2021, with two one-year options to extend the Agreement through December 31, 2023.

The agreement is fixed-price with payments tied to the successful completion of the milestones listed in the table below. The cost elements include the tasks from the scope of work that were identified in the RFP, as well as optional tasks identified by the Consultant in their RFP response.

<b>COST ELEMENTS:</b>	
Project Initiation	\$15,975
Analysis of 2013 Climate Action Plan	\$4,450
Recommended Greenhouse Gas Emission Reduction Targets	\$16,435
Greenhouse Gas Reduction and Sustainability Strategies	\$22,200
Conduct Public Engagement	\$35,940
Coordination with Related City Efforts	\$5,160
Draft Updated Climate Action Plan	\$22,820
Prepare Environmental Documents	\$28,780
Adoption of the Climate Action Plan and the General Plan Amendment	\$11,840
Administrative Draft of the Climate Action Plan	\$4,540
Final Draft of the Climate Action Plan	\$24,300
<b>Services Subtotal</b>	<b>\$192,440</b>
<b>Contingency (10%)</b>	<b>\$19,244</b>
<b>Total Not-To-Exceed Amount</b>	<b>\$211,684</b>

### **ENVIRONMENTAL REVIEW**

The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

### **FISCAL IMPACT**

The Consultant’s proposed cost for the scope of work described above is \$192,440. Additionally, the City has allocated a ten percent (10%) contingency for additional services, if needed. The total not-to-exceed amount of this Agreement, including contingency is \$211,684. Funding for this agreement is included in the Community Development Department FY 2019/20 General Fund budget.

### **COORDINATION**

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

### **PUBLIC CONTACT**

Public contact was made by posting the Council agenda on the City’s official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City’s website and in the City Clerk’s Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a

Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email [clerk@santaclaraca.gov](mailto:clerk@santaclaraca.gov) <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

**RECOMMENDATION**

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

Reviewed by: Andrew Crabtree, Director of Community Development

Approved by: Deanna J. Santana, City Manager

**ATTACHMENTS**

1. Agreement with Cascadia Consulting Group, Inc.

**AGREEMENT FOR SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
CASCADIA CONSULTING GROUP, INC.**

**PREAMBLE**

This Agreement is entered into between the City of Santa Clara, a chartered California municipal corporation (hereinafter "City") and Cascadia Consulting Group, Inc., A Washington Corporation (hereinafter "Consultant"). City and Consultant may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

**RECITALS**

- A. City desires to secure the services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";
- B. Consultant represents that it, and its subconsultants, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

**AGREEMENT TERMS AND CONDITIONS**

**1. AGREEMENT DOCUMENTS**

The documents forming the entire Agreement between City and Consultant shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of 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 term of this Agreement shall begin on January 15, 2020 and expire on December 31, 2021.
- B. After the Initial Term, the City reserves the right, at its sole discretion, to extend the term of this Agreement for up to two (2) additional one-year terms through December 31, 2023 ("Option Periods"). City shall provide Consultant 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**

Consultant shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

## **4. WARRANTY**

Consultant expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Consultant agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Consultant. If Consultant fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Consultant for the cost incurred by City.

## **5. QUALIFICATIONS OF CONSULTANT - STANDARD OF CARE**

Consultant represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Consultant's representations regarding its skills and knowledge. Consultant shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

## **6. COMPENSATION AND PAYMENT**

In consideration for Consultant's complete performance of Services, City shall pay Consultant for all materials provided and Services rendered by Consultant in

accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is Two Hundred Eleven Thousand Six Hundred Eighty-Four Dollars (\$211,684), 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 Consultant's expense. Consultant 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 Consultant.
- B. Termination for Default. If Consultant 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 Consultant.
- 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, Consultant will deliver to City all City information or material that Consultant has in its possession.

## **8. ASSIGNMENT AND SUBCONTRACTING**

City and Consultant bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Consultant shall not hire subconsultants without express written permission from City.

Consultant shall be as fully responsible to City for the acts and omissions of its subconsultants, and of persons either directly or indirectly employed by them, as Consultant is for the acts and omissions of persons directly employed by it.

## **9. NO THIRD PARTY BENEFICIARY**

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

## **10. INDEPENDENT CONTRACTOR**

Consultant and all person(s) employed by or contracted with Consultant to furnish labor and/or materials under this Agreement are independent contractors

and do not act as agent(s) or employee(s) of City. Consultant has full rights to manage its employees in their performance of Services under this Agreement.

#### **11. CONFIDENTIALITY OF MATERIAL**

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Consultant and all other written information submitted to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Consultant which is otherwise known to Consultant or becomes generally known to the related industry shall be deemed confidential.

#### **12. OWNERSHIP OF MATERIAL**

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Consultant may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Consultant shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

#### **13. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT**

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Consultant for the purpose of verifying any and all charges made by Consultant in connection with Consultant compensation under this Agreement, including termination of Consultant. Consultant agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Consultant shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Consultant shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Consultant agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Consultant's Services hereunder.

#### **14. HOLD HARMLESS/INDEMNIFICATION**

- A. To the extent permitted by law, Consultant agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Consultant pursuant to this Agreement – including claims of any kind by Consultant's employees or persons contracting with Consultant to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.
- B. Consultant's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, consultants, subconsultants or other agents of Consultant, against City (either alone, or jointly with Consultant), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Consultant is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Consultant warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Consultant's responsibilities under the Act.

#### **15. INSURANCE REQUIREMENTS**

During the term of this Agreement, and for any time period set forth in Exhibit C, Consultant shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

#### **16. WAIVER**

Consultant agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

## **17. NOTICES**

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara  
Attention: Community Development Department  
Andrew Crabtree, Director  
1500 Warburton Avenue  
Santa Clara, CA 95050  
acrabtree@santaclaraca.gov, and  
manager@santaclaraca.gov

And to Consultant addressed as follows:

Cascadia Consulting Group, Inc.  
Attention: Andrea Martin  
1109 1<sup>st</sup> Avenue, Suite 400  
Seattle, WA 98101  
(704) 604-5727  
andream@cascadiaconsulting.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

## **18. COMPLIANCE WITH LAWS**

Consultant shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Consultant's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Consultant has read and agrees to comply with City's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

## **19. CONFLICTS OF INTEREST**

Consultant certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Consultant and that no person associated with Consultant has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Consultant is familiar with the provisions of California Government Code section 87100 and

following, and certifies that it does not know of any facts which would violate these code provisions. Consultant will advise City if a conflict arises.

**20. FAIR EMPLOYMENT**

Consultant shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

**21. NO USE OF CITY NAME OR EMBLEM**

Consultant shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

**22. GOVERNING LAW AND VENUE**

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

**23. SEVERABILITY CLAUSE**

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

**24. AMENDMENTS**

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

## 25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The 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"

**CASCADIA CONSULTING GROUP, INC.**  
a Washington Corporation

Dated: \_\_\_\_\_

By (Signature): \_\_\_\_\_

Name: Ruth Bell

Title: Co-President

Principal Place of Business Address: 1109 1<sup>st</sup> Avenue, Suite 400  
Seattle, WA 98101

Email Address: ruth@cascadiaconsulting.com

Telephone: (206) 449-1103

Fax: \_\_\_\_\_

"CONSULTANT"

## **EXHIBIT A**

### **SCOPE OF SERVICES**

#### **1. GENERAL**

- 1.1.** Consultant shall assist the City in updating its Climate Action Plan (CAP). Consultant shall also assist the City in the preparation of related environmental reviews in conformance with the California Environmental Quality Act (CEQA).
- 1.2.** The Consultant team will work closely with City staff members from the Community Development Department, the Electric Department (Silicon Valley Power), the Public Works Department, and the Water & Sewer Utilities Department.
- 1.3.** Consultant shall coordinate with the City project team, including participating in biweekly check-in calls with City staff.
- 1.4.** Consultant shall provide real-time budget updates and regular detailed reports and invoices, and will provide monthly progress reports that cover budget, timeline, and deliverables.
- 1.5.** Subconsultants: The following subconsultants have been approved to perform services under this Agreement.
  - 1.5.1.** David J. Powers & Associates; and
  - 1.5.2.** Raimi + Associates.

#### **2. CLIMATE ACTION PLAN UPDATE**

##### **2.1. Coordinate with City Project Team**

- 2.1.1.** Consultant shall facilitate a kickoff meeting with the City project team. The purpose of the kickoff meeting will be to review the 2013 Climate Action Plan, discuss the relationship of the CAP to other City documents, and make key decisions regarding project methodologies, scopes, and boundaries.
- 2.1.2.** Consultant shall describe the project's ultimate goals and outcomes, and methodologies for meeting those outcomes through City, stakeholder, and public engagement. Consultant shall outline a vision for public engagement and identify key stakeholder groups to begin contacting. Outcomes from the kick-off meeting will include a final project work plan and schedule.
- 2.1.3. Deliverable:**
  - 2.1.3.1.** Project Initiation/Kickoff meeting.



## **2.2. Analyze City Actions Since 2013 CAP was Adopted**

**2.2.1.** The Consultant shall review the City's existing Climate Action Plan, environmental documentation, and any other related data to measure the City's progress in reducing greenhouse gases (GHG) against the recommended baseline. The updated CAP shall reflect the City's accomplishments since the adoption of the last Climate Action Plan.

**2.2.2.** The City has adopted several programs since the current Climate Action Plan was developed that shall be considered for the greenhouse gas reduction, while preparing the updated CAP document. The City aims to develop and adopt the updated CAP as an amendment to the existing 2030 General Plan.

### **2.2.3. Deliverables:**

**2.2.3.1.** Memo summarizing City progress on 2013 CAP actions;  
and

**2.2.3.2.** Interviews with City staff, if needed.

## **2.3. Recommend and Forecast GHG Emission Reduction Targets**

**2.3.1.** The Consultant shall review and analyze the past GHG emission data for the community and municipal operations and update GHG emission reduction forecasts. Consultant shall determine scenarios to achieve new reduction targets in the CAP Update. The Consultant must evaluate and summarize the impact of anticipated state and federal policies and programs on GHG emission reductions and incorporate those into this task as appropriate.

### **2.3.2. Deliverables:**

**2.3.2.1.** Validated municipal and community inventories;

**2.3.2.2.** Business as usual forecast, including contributions from population and economic growth and comparison to potential reduction targets; and

**2.3.2.3.** Emission scenarios and reduction targets, in total and per capita.

## **2.4. Greenhouse Gas Reduction and Sustainability Strategies**

**2.4.1.** The Consultant shall identify any opportunities where greater cross-departmental coordination and/or consideration of GHG impacts would increase the effectiveness of the City's sustainability efforts and GHG reduction.

### **2.4.2. Deliverables:**

**2.4.2.1.** Initial list of options, evaluation of options, and revised shortlist; and

- 2.4.2.2.** Inter-departmental workshop and/or other collaborative tools.

## 2.5. Develop and Conduct Community Engagement Guidance and Strategies

- 2.5.1.** The Consultant shall provide a robust community outreach strategy based on successful outcomes and experience with similar projects in other communities.
- 2.5.2.** At a minimum, the Consultant shall plan on facilitating and attending three (3) public workshops to engage the community.
- 2.5.3. Deliverable:**
  - 2.5.3.1.** Community Engagement Plan and implementation of engagement strategies included therein.

## 2.6. Coordinate with Related City Efforts

- 2.6.1.** The City is in the process of adopting several policies and initiatives, such as the Green Infrastructure Plan, electric vehicle (EV) charging master plan, etc. The Consultant shall stay coordinated and aligned with the relevant departments and include them in the updated Climate Action Plan.
- 2.6.2. Deliverable:**
- 2.6.2.1.** Coordinate with Related City Efforts.

## 2.7. Draft Updated Climate Action Plan

- 2.7.1.** The Consultant shall develop a draft updated Climate Action Plan using the GHG emission analysis described in Section 2.4 above. The specific strategies and priority actions selected to meet the recommended target reductions shall be summarized into a strategic framework with specific near-term implementation plans and a schedule for longer-term implementation plan development. Measures shall identify agencies and departments responsible, indicators for success, potential partnerships, recommended funding sources, and appropriate methods to assess progress.
- 2.7.2.** The Plan shall include the following key components.
- 2.7.2.1.** Background and rationale: This will describe the vision of a resilient, low-emissions City of Santa Clara, explain the importance of the CAP, and highlight anticipated benefits and avoided costs.
- 2.7.2.2.** Baseline and projections summary: This section will summarize and discuss baseline conditions and forecasts of GHG emissions. It will also cover observed and projected changes in climate and likely impacts of climate change on the city and region.

- 2.7.2.3.** Vision, goals, and key performance indicators: This component will frame the CAP by introducing the City's vision for the future, emissions-reduction goals over the short, medium and long term, and key performance indicators that the City and the general public can use to gauge progress.
- 2.7.2.4.** Strategies and actions: Consultant shall describe each overarching strategy and briefly describe the corresponding actions.
- 2.7.2.5.** Implementation Plan: A plan that will be presented as an integral component of the full Climate Action Plan, laying out how to put it into action. The implementation plan will have tables to depict actions, roles, and desired outcomes by sector and emissions source. The implementation plan will contain the following sections.
- Year 1 implementation overview: A summary of key tasks to be accomplished in the first year of plan implementation.
  - Implementation summary and schedule: For each priority plan action, relative measures of action cost and effectiveness, accompanying co-benefits, timeframes for implementation, and responsible departments.
  - Funding: Potential funding mechanisms and opportunities for financing specific plan actions.
  - Oversight, accountability, and enforcement: This will include a framework and plan for future revisions and updates by City staff and the Council. It may also include an ongoing structure for ongoing citizen oversight and involvement.
  - City staffing and leadership: Based on the staffing analysis, this section will lay out a structure for maintaining ongoing City staff resources and leadership during the CAP implementation phase.
  - Equity: Guidance for ensuring that equity is considered in plan implementation and noting specific strategies or actions where this will require particular attention.
  - Monitoring, evaluation, and reporting: Methodology, tools, and metrics for measuring progress and tracking performance over time, and a template and plan for reporting on this progress to broad audiences. It will include reporting on progress against specific strategies

and actions, as well as overall progress on reducing community climate vulnerability and emissions.

**2.7.3. Deliverable:**

- 2.7.3.1.** Draft Climate Action Plan, with the main body anticipated to be approximately 50-60 pages long; and
- 2.7.3.2.** Appendices to the CAP, including a detailed Implementation Plan.

**2.8. Prepare Appropriate Environmental Documents**

**2.8.1.** Consultant shall prepare an addendum for the City's CAP that fulfills the requirements under the CEQA. The addendum will include a project description, discussion of consistency with applicable plans and policies, a section that includes a description of existing conditions, the CEQA checklist, and an explanation of project impacts.

**2.8.1.1.** Project description: A detailed description using maps and graphics where appropriate to illustrate the proposed measures and programs that will be incorporated into the CAP.

**2.8.1.2.** CEQA checklist: This will include content appropriate for the proposed implementation measures. These will likely focus on energy, GHG emissions, transportation, and utilities.

**2.8.1.3.** Report circulation, review, and finalizing: Preparation of the 1<sup>st</sup> Administrative Draft Addendum, revising per City comments, submittal of the Screencheck version to the City for final review and comment, and preparation of the final document for posting on the City's website.

**2.8.2. Deliverables:**

- 2.8.2.1.** 1<sup>st</sup> Administrative Draft Addendum;
- 2.8.2.2.** Revised Addendum and Screencheck; and
- 2.8.2.3.** Final Study/Addendum.

**2.9. Support City in the Adoption of the Climate Action Plan and the General Plan Amendment**

**2.9.1.** The Consultant shall prepare reports, presentations and updates, and attend and engage the commissions and City Council throughout the CAP update process.

**2.9.2.** The Consultant shall support City staff preparing reports, presenting, and obtaining approval of the finalized CAP and obtaining approval of the General Plan Amendment from the Planning Commission and the final adoption by the City Council.

**2.9.3. Deliverable:**

- 2.9.3.1.** Presentations, reports, memos, and/or other CAP adoption support, as required by City staff.

**3. ADMINISTRATIVE DRAFT CLIMATE ACTION PLAN**

- 3.1.** Consultant shall prepare an Administrative Draft Climate Action Plan with all the components discussed in this Exhibit A.
- 3.2.** Consultant shall provide ten (10) copies of the Administrative Draft CAP to the City for review and comment. Consultant shall also submit a Word version of the draft to facilitate and convey City comments/edits.
- 3.3.** The City shall send the Consultant a consolidated set of City comments/edits in Word format using tracked changes.
- 3.4. Deliverable:**
- 3.4.1.** Ten (10) copies and Word file of draft CAP submitted to the City for review.

**4. FINAL DRAFT CLIMATE ACTION PLAN**

- 4.1.** Upon receiving the consolidated set of City comments/edits, Consultant will revise the draft CAP based on the comments and revision from the City. Consultant shall then organize a request for public comment on the revised CAP.
- 4.2.** Consultant shall provide the City with a matrix indicating Consultant's recommended way to address each public comment and asking for City guidance on pending issues. Consultant shall compile feedback and integrate it, as appropriate, into a final version of the CAP to be presented to City Council for approval.
- 4.3.** Consultant shall provide five (5) printed copies of the final draft CAP. Consultant shall also submit them electronically in Word and Adobe PDF formats.
- 4.4. Deliverable:**
- 4.4.1.** Five (5) copies of Final Climate Action Plan and electronic copies in Word and PDF formats.

## EXHIBIT B SCHEDULE OF FEES

### 1. Maximum Compensation

The maximum amount of compensation to be paid to Consultant shall not exceed Two Hundred Eleven Thousand Six Hundred Eighty-Four Dollars (\$211,684).

### 2. Project Tasks

City shall pay Consultant for completed Climate Action Plan update tasks as set forth in the Scope of Services (Exhibit A) at the rates listed in Table B1- Payment Schedule below.

**Table B1 – Payment Schedule**

<b>Task</b>	<b>Deliverable</b>	<b>Hours</b>	<b>Cost</b>
2.1	Project Initiation/Kickoff Meeting	85	\$15,975
2.2	Analysis of 2013 Climate Action Plan	38	\$4,450
2.3	Recommended and forecast GHG emission reduction targets	92	\$16,435
2.4	GHG reduction and sustainability strategies	152	\$22,200
2.5	Conduct Public Engagement	234	\$35,940
2.6	Coordination with Related City Efforts	28	\$5,160
2.7	Draft updated Climate Action Plan	172	\$22,820
2.8	Prepare environmental documents	136	\$28,780
2.9	Support City in the adoption of the CAP and the General Plan Amendment	56	\$11,840
3	Administrative Draft of the Climate Action Plan	32	\$4,540
4	Final Draft of the Climate Action Plan	164	\$24,300
	Contingency for Additional Services		\$19,244
	<b>GRAND TOTAL</b>		<b>\$211,684</b>

### 3. Additional Services

- 3.1.** The maximum compensation includes a ten percent (10%) contingency for additional services, as required by the City. In the event the City requires additional services, Consultant shall provide a written quotation, at no cost to the City, of the type of service(s) requested and the time and cost required. Consultant shall not perform any additional services without receiving written approval from the City.

- 3.2.** City shall pay Consultant for completed additional services at the hourly rates listed in Table B2- Hourly Rates below.
- 3.3.** The total compensation paid to Consultant for additional services shall not exceed \$19,244.

**Table B2 – Hourly Rates**

<b>Position</b>	<b>Hourly Rate</b>
CEQA Lead	\$215/hour
Forecasting & Target-setting Lead	\$210/hour
Deputy Project Manager and Coordinator	\$190/hour
Project Manager	\$170/hour
Engagement Lead	\$160/hour
Analyst & Lead Writer	\$100/hour

#### **4. Invoicing**

- 4.1.** Consultant shall submit to the City a monthly invoice by the fifteenth (15th) day of each month, in arrears, for payment for services performed the previous month, pursuant to this Agreement.
- 4.2.** Each invoice shall include the task costs for the previous month. The invoiced task costs shall be in a separate section from the reimbursable expenses.
- 4.3.** The City shall review the invoice submitted by Consultant and within ten (10) working days of receipt of the invoice, the City shall notify Consultant of any discrepancies or deficiencies in said invoice.
- 4.4.** If the City disputes an expense in an invoice, the City may deduct the disputed expense from the payment of that invoice, provided that the City submits to the Consultant a written explanation of why the expense is being disputed.

#### **5. Payment to Consultant**

- 5.1.** The City shall review the invoice submitted by Consultant and within ten (10) working days of receipt of the invoice, the City shall notify Consultant of any discrepancies or deficiencies in said invoice.
- 5.2.** If there are no discrepancies or deficiencies in the submitted invoice, City shall submit payment to Consultant within thirty (30) days.

## **EXHIBIT C**

### **INSURANCE REQUIREMENTS**

Without limiting the Consultant's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Consultant shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

#### **A. COMMERCIAL GENERAL LIABILITY INSURANCE**

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:
  - \$1,000,000 Each Occurrence
  - \$2,000,000 General Aggregate
  - \$2,000,000 Products/Completed Operations Aggregate
  - \$1,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Consultant; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Consultant to comply with the insurance requirements of this Agreement:
  - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
  - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
  - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

#### **B. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated



wastes and/or hazardous or regulated materials, Consultant and/or its subconsultants involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

#### C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Consultant included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Consultant or any subconsultant under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

#### D. 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 Consultant. 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 Consultant's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85

or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Consultant shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Consultant's insurance.
3. Cancellation.
  - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
  - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

#### F. ADDITIONAL INSURANCE RELATED PROVISIONS

Consultant and City agree as follows:

1. Consultant agrees to ensure that subconsultants, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Consultant, provide the same minimum insurance coverage required of Consultant, except as with respect to limits. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Consultant agrees that upon request by City, all agreements with, and insurance compliance

documents provided by, such subconsultants and others engaged in the project will be submitted to City for review.

2. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
3. The City reserves the right to withhold payments from the Consultant in the event of material noncompliance with the insurance requirements set forth in this Agreement.

#### G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Consultant, and each and every subconsultant (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Consultant shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

#### H. EVIDENCE OF COMPLIANCE

Consultant or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Consultant shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.

City of Santa Clara, Parks and Recreation Department

P.O. Box 100085 – S2

or 1 Ebix Way

Duluth, GA 30096

John's Creek, GA 30097

Telephone number: 951-766-2280

Fax number: 770-325-0409

Email address: ctsantaclara@ebix.com

## I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Consultant shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.



# City of Santa Clara

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

## Agenda Report

20-1392

Agenda Date: 1/14/2020

### REPORT TO COUNCIL

#### SUBJECT

Action on Annual Appointment of Vice Mayor and Chaplain [Council Pillar: Enhance Community Engagement and Transparency]

#### BACKGROUND

On January 15, 2019, the City Council adopted Resolution No. 19-8650 (Resolution) establishing, pursuant to Section 705 of the City Charter, a procedure for selection of Vice Mayor and selection of a Chaplain of the City Council by majority vote of a quorum of the City Council. The Resolution is attached as Attachment 1.

Per the Resolution, the selection is scheduled to take place at a City Council meeting in January each year. The Resolution also states that the Vice Mayor shall be the Councilmember with the highest seniority in consecutive years on the Council and who has not previously served as Vice Mayor. The resolution further states that, if two or more Councilmembers have the same seniority in number of years served on the City Council, the Vice Mayor selected will be the Councilmember who received the most votes in the most recent council election. The Councilmember serving as Chaplain will be the most recent outgoing Vice Mayor.

#### DISCUSSION

Vice Mayor Patricia M. Mahan is the most recent outgoing Vice Mayor. In Mayor Lisa M. Gillmor's letter to the City Council (Attachment 2), she recommends the City Council appoint Vice Mayor Mahan to the position of Chaplain until the appointment of a successor Chaplain in January 2021.

The Councilmembers with the most consecutive years on the City Council are Councilmembers Debi Davis and Teresa O'Neill, who both started serving on the Council in 2012. The table below identifies the Councilmembers who have served as Vice Mayor since 2012.

Vice Mayor	Calendar Year
Lisa M. Gillmor	2012
Patrick Kolstad	2013
Jerry Marsalli	2014
Debi Davis	2015
Teresa O'Neill	2016
Dominic Caserta	2017
Kathy Watanabe	2018
Patricia M. Mahan	2019

As both Councilmember Karen Hardy and Councilmember Raj Chahal have not yet served as Vice Mayor and have the same seniority in number of consecutive years served on the City Council, the Vice Mayor will be the Councilmember who received the most votes in the Consolidated Special Municipal Election held on November 6, 2018, with the Statewide General Election. Councilmember Karen Hardy received 3,578 votes and Councilmember Raj Chahal received 2,690 votes. Resolution No. 18-8637, which declares the results of the Consolidated Special Municipal Election held on November 6, 2018 and includes the County of Santa Clara Certificate of Election Results, is included with this report as Attachment 3.

In Mayor Gillmor's letter to the City Council (Attachment 4), she recommends the City Council appoint Councilmember Hardy to the position of Vice Mayor until the appointment of a successor Vice Mayor in January 2021.

### **ENVIRONMENTAL REVIEW**

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(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) <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

### **RECOMMENDATION**

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

Reviewed by: Genevieve Yip, Staff Analyst I

Approved by: Deanna J. Santana, City Manager

### **ATTACHMENTS**

1. Resolution No. 19-8650
2. Letter from Mayor Lisa M. Gillmor recommending Patricia M. Mahan as Chaplain
3. Resolution No. 18-8637
4. Letter from Mayor Lisa M. Gillmor recommending Karen Hardy as Vice Mayor

**RESOLUTION NO. 19-8650**

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA  
REPEALING AND REPLACING RESOLUTION NO. 6442 FOR  
ESTABLISHING, PURSUANT TO SECTION 705 OF THE CITY  
CHARTER, A PROCEDURE FOR SELECTION OF VICE MAYOR  
AND SELECTION OF CHAPLAIN OF THE CITY COUNCIL**

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

**WHEREAS**, Section 705 of the City Charter provides that the City Council will designate one of its members as Vice Mayor to perform the duties of the Mayor during the Mayor's absence or disability;

**WHEREAS**, on June 9, 1998, the City Council adopted Resolution No. 6442, which established, pursuant to Section 705 of the City Charter, a procedure for selection of Vice Mayor and selection of Chaplain of the City Council;

**WHEREAS**, this Resolution will replace Resolution No. 6442 and establish an amended procedure for the selection of Vice Mayor and Chaplain of the Santa Clara City Council; and

**WHEREAS**, the goal of this policy is to provide for an orderly progression for the opportunity to serve in the Vice Mayor and Chaplain positions with the objective to give every elected Councilmembers the opportunity to serve as Vice Mayor.

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

1. That Resolution No. 6442, attached hereto as Attachment 1, is hereby repealed in its entirety.
2. In January of each year, the City Council shall select a Vice Mayor and a Chaplain by majority vote of a quorum of the City Council.
3. The Vice Mayor and Chaplain shall commence service immediately upon selection and shall serve for approximately one (1) year until the next Vice Mayor and Chaplain are appointed, provided that such service shall be at the pleasure of the City Council.

4. The Vice Mayor, after adoption of this Resolution, shall be the City Councilmember with (a) the highest seniority in consecutive years on the Council and (2) who has not previously served as Vice Mayor.

5. If two or more Councilmembers have the same seniority in number of consecutive years served on the City Council, the Vice Mayor selected will be the Councilmember who received the most votes in the most recent applicable council election.

6. No Councilmember shall serve more than once as Vice Mayor unless all Councilmembers, expressly including those joining the Council from a later election, have had an opportunity to serve in that position.

7. A Councilmember may choose to not serve as Vice Mayor or exchange such service opportunity. Councilmembers may exchange places in the Vice Mayor rotation (i.e., allow another member to take his/her position in the rotation) if a majority of a Council quorum votes to approve the request.

8. The Chaplain will be selected in January of each year by majority vote of a quorum of the City Council. The Chaplain will be the most recent outgoing Vice Mayor.

9. 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 15<sup>TH</sup> DAY OF JANUARY, 2019, BY THE FOLLOWING VOTE:


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



NORA PIMENTEL, MMC  
ASSISTANT CITY CLERK  
CITY OF SANTA CLARA

Attachments incorporated by reference:

1. Resolution No. 6442

Resolution/Repeal and Replace Resolution No. 6442  
Rev: 12/14/2018



**RESOLUTION NO. 6442**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SANTA CLARA, CALIFORNIA ESTABLISHING, PURSUANT  
TO SECTION 705 OF THE CITY CHARTER, A PROCEDURE  
FOR SELECTION OF MAYOR PRO TEMPORE AND  
SELECTION OF A CHAPLAIN OF THE CITY COUNCIL**

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

**WHEREAS**, Section 705 of the City Charter provides that the City Council will designate one of its members as Mayor Pro Tempore to perform the duties of the Mayor during the Mayor's absence or disability; and

**WHEREAS**, this Resolution establishes a procedure for the selection of Mayor Pro Tempore and Chaplain of the Santa Clara City Council; and

**WHEREAS**, the goal of this policy is to provide for an orderly progression for the opportunity to serve in the Mayor Pro Tempore and Chaplain positions with the objective to give every elected Council member the opportunity to serve as Mayor Pro Tempore. This policy is based on the existing Council seniority policy for City representation at special events, when the Mayor is not available to represent the City. This policy also acknowledges voter's input during the election process.

**NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE  
CITY OF SANTA CLARA, CALIFORNIA, as follows:**

(1) In December of each year, the City Council shall select a Mayor Pro Tempore and a Chaplain by majority vote of a quorum of the City Council.

(2) The Mayor Pro Tempore and Chaplain shall commence service on the immediately following January 1st and shall serve for a one (1) year term, provided that such service shall be at the pleasure of the City Council.

(3) The first Mayor Pro Tempore, after adoption of this Resolution, shall be the City Council member with (a) the highest seniority in consecutive years on the Council and (2) who has not previously

served as Mayor Pro Tempore.

(4) If two or more Council members have the same seniority in number of consecutive years served on the City Council, the Mayor Pro Tempore selected will be the Council member who received the most votes in the most recent applicable council election.

(5) The order of rotation for appointment of subsequent Mayors Pro Tempore shall be determined by seniority and election vote result as stated above.

(6) No Council member shall serve more than once as Mayor Pro Tempore unless all Council members, expressly including those joining the Council from a later election, have had an opportunity to serve in that position.

(7) A Council member may choose to not serve as Mayor Pro Tempore or exchange such service opportunity. Council members may exchange places in the Mayor Pro Tempore rotation (i.e., allow another member to take his/her position in the rotation) if a majority of a Council quorum votes to approve the request.

(8) The Chaplain will be selected in December of each year by majority vote of a quorum of the City Council. The Chaplain will be the most recent outgoing Mayor Pro Tempore.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 9th DAY OF JUNE, 1998, BY THE FOLLOWING VOTE:

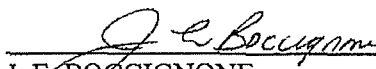
AYES: COUNCILORS: Arno, Diridon, Gillmor, Mahan, McLemore, Parle  
and Mayor Nadler

NOES: COUNCILORS: None

ABSENT: COUNCILORS: None

ABSTAINED: COUNCILORS: None

ATTEST:

  
J. E. BOCCIGNONE  
CITY CLERK  
CITY OF SANTA CLARA

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# City of Santa Clara

The Center of What's Possible

Mayor

**Lisa M. Gillmor**

**Councilmembers**

Raj Chahal  
Debi Davis  
Karen Hardy  
Patricia M. Mahan  
Teresa O'Neill  
Kathy Watanabe

January 7, 2020

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

Dear City Council:

On January 15, 2019, the City Council adopted Resolution No. 19-8650, pursuant to Section 705 of the City Charter, establishing a procedure for the selection of Vice Mayor (Mayor Pro Tempore) and Chaplain for a calendar year.

Per the resolution, the City Council shall select a Vice Mayor by majority vote of a quorum of the City Council, with the selection scheduled to take place at a City Council meeting at the beginning of each calendar year. The resolution also states that the Vice Mayor shall be the Councilmember with the highest seniority in consecutive years on the Council, who has not previously served as Vice Mayor and that the Councilmember serving as Chaplain shall be the most recent outgoing Vice Mayor. Per the procedure established by Resolution No. 19-8650, Councilmember Karen Hardy is eligible to serve as Vice Mayor and Vice Mayor Patricia M. Mahan is eligible to serve as Chaplain.

It is my honor to recommend that the City Council appoint Councilmember Karen Hardy to the position of Vice Mayor for approximately one year until the appointment of successor Vice Mayor in January 2021. Councilmember Karen Hardy was elected to the Santa Clara City Council in November 2018 and has over twelve years of service to the City, having previously served on the Planning Commission and Historical & Landmarks Commission. With her experience serving the City in multiple capacities, I am confident that she will capably fulfill the duties of Vice Mayor.

Sincerely,

Lisa M. Gillmor  
Mayor  
City of Santa Clara

**RESOLUTION NO. 18-8637**

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA  
RECITING THE FACT OF THE CONSOLIDATED MUNICIPAL  
SPECIAL ELECTION HELD IN THE CITY OF SANTA CLARA ON  
NOVEMBER 6, 2018, WITH THE STATEWIDE GENERAL  
ELECTION DECLARING THE RESULTS OF THE ELECTION AND  
SUCH OTHER MATTERS AS PROVIDED BY LAW**

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

**WHEREAS**, a Consolidated Municipal Special Election was held and conducted in the City of Santa Clara, on Tuesday, November 6, 2018, as required by law;

**WHEREAS**, notice of the election was given in time, form and manner as provided by law; that voting precincts were properly established; that election officers were appointed and that in all respects the election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the Elections Code of the State of California for holding of elections in charter cities; and

**WHEREAS**, pursuant to Resolution No. 18-8556 (a resolution calling for a consolidated special municipal election to be held on November 6, 2018 with the Statewide general election) adopted on June 26, 2018, the County Registrar of Voters canvassed the returns of the election and has certified to this City Council, the results are received, attached and made part of hereof as Exhibit A and B.

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

1. That the total number of votes (ballots) 35,788
2. That the names of the persons voted for at the election for Mayor are as follows: Lisa M. Gillmor and Anthony Becker. That the names of persons voted for at the election for Councilmember for District 2 are as follows: Raj Chahal, Nancy Biagini and Mario Bouza. That the names of persons voted for at the election for Councilmember for District 3 are as follows: Karen Hardy, and Srinivasan Sambathkumar. That the names for persons voted for at the election for

City Clerk are as follows: Hosam Haggag, Roseann LaCoursiere, Thomas MacDevitt, Robert J. O'Keefe, Peta Roberts, and Christopher R. Stampolis.

3. That the number of votes given at each precinct and the number of votes given in the City to each of the persons above named for the respective offices for which the persons were candidates are as listed in the attached Exhibits A and B.

4. That the City Council does declare and determine that: Lisa Gillmor was elected as Mayor for a full four-year term; Raj Chahal was elected as Councilmember for District 2 for a full four-year term; Karen Hardy was elected for Councilmember for District 3 for a full four-year term; and Hosam Haggag was elected as City Clerk for a partial term ending 2020.

5. That the City does declare and determine that Measure M City of Santa Clara Commercial Cannabis Activity was approved with results as follows: votes in favor of Measure M – 25,613; and votes against Measure M – 7,789. That Measure N Advisory Vote: By District Council Elections (Charter Amendment) was approved with results as follows: votes in favor of Measure N – 21,902; and votes against Measure N – 9,208.

6. That the Assistant City Clerk shall certify to the passage and adoption of this resolution and enter into the book of original resolutions.

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

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 11<sup>th</sup> DAY OF DECEMBER, 2018, BY THE FOLLOWING VOTE:


AYES: COUNCILORS: Davis, O'Neill, Watanabe and Mayor Gillmor

NOES: COUNCILORS: None

ABSENT: COUNCILORS: Mahan

ABSTAINED: COUNCILORS: None

ATTEST:

  
for NORA PIMENTEL, MMC  
ASSISTANT CITY CLERK  
CITY OF SANTA CLARA

Attachments incorporated by reference:

1. Exhibit A – Certificate of Election Results
2. Exhibit B – Santa Clara County Official Final Results Cumulative Totals November 6, 2018

## County of Santa Clara

### Registrar of Voters

1555 Berger Drive, Bldg. 2  
San Jose, CA 95112  
Mailing Address: P.O. Box 611360, San Jose, CA 95161-1360  
(408) 299-VOTE (8683) 866-430-VOTE (8683) FAX: (408) 998-7314  
www.sccvote.org



December 6, 2018

Ms. Nadine Nadar  
Acting City Clerk  
City of Santa Clara  
1500 Warburton Ave  
Santa Clara, CA 95050

RE: Certification of Election Results – November 6, 2018 General Election

Dear Ms. Nadar:

Enclosed are the Certificate of Election Results, Official Results, and Statement of Votes for the contest in your jurisdiction.

Pursuant to Elections Code Section 15400, the Governing Board should accept the Statement of Votes, Certificate of Election Results, and declare the totals to be the final results of the election.

Please contact Mary Herrera at 408-282-3041 if you have any questions.

Sincerely,

Shannon Bushey  
Registrar of Voters

Enclosures



## CERTIFICATE OF ELECTION RESULTS

STATE OF CALIFORNIA            )  
  ) ss.  
COUNTY OF SANTA CLARA        )

I, Shannon Bushey, Registrar of Voters of the County of Santa Clara, State of California, hereby declare:

1. A General Election was held in the County of Santa Clara, for the **City of Santa Clara**, on November 6, 2018 for the purpose of electing **One (1) Mayor and Two (2) Council Members for Seats 2, 3, and 1 City Clerk, Short-Term** to the Governing Board.

2. The official canvass of the returns of this election was conducted by the Office of the Registrar of Voters in accordance with the appropriate provisions of the Elections Code of the State of California.

3. The Statement of Votes Cast, now on file in my office, shows the number of votes for each candidate for the Governing Board of the **City of Santa Clara** and in each of the precincts and that the total shown for each candidate are true and correct.

WITNESS my hand and Official Seal this 6th day of December, 2018.



Shannon Bushey  
Shannon Bushey, Registrar of Voters



## CERTIFICATE OF ELECTION RESULTS

STATE OF CALIFORNIA            )  
  ) ss.  
COUNTY OF SANTA CLARA    )

I, Shannon Bushey, Registrar of Voters of the County of Santa Clara, State of California, hereby declare:

1. The 2018 General Election was held in the County of Santa Clara, in the **City of Santa Clara**, on November 6, 2018 for the purpose of submitting the following measure to the voters:

**M CITY OF SANTA CLARA COMMERCIAL CANNABIS ACTIVITY MEASURE** To maintain fiscal stability/essential city services; including rapid 911 emergency responses times; preventing cuts to police officers/firefighters; repairing streets/potholes; maintaining library/youth/senior services, shall an ordinance be adopted establishing a tax on commercial cannabis up to 10% of gross receipts and up to \$25 per square foot for cultivation, generating approximately \$2,200,000 annually until ended by voters, with annual independent audits, and all funds used locally?

2. The official canvass of the returns of the election was conducted by the Office of the Registrar of Voters in accordance with the appropriate provisions of the Elections Code of the State of California.

3. The Statement of Votes Cast, now on file at my office, and sections attached hereto, shows the whole number of votes cast for **Measure M** in each of the precincts and the total shown is true and correct.

WITNESS my hand and Official Seal this 6th day of December, 2018.



Shannon Bushey  
Shannon Bushey, Registrar of Voters

## CERTIFICATE OF ELECTION RESULTS

STATE OF CALIFORNIA            )  
  ) ss.  
COUNTY OF SANTA CLARA    )

I, Shannon Bushey, Registrar of Voters of the County of Santa Clara, State of California, hereby declare:

1. The 2018 General Election was held in the County of Santa Clara, in the **City of Santa Clara**, on November 6, 2018 for the purpose of submitting the following measure to the voters:

**N   ADVISORY VOTE: BY DISTRICT COUNCIL ELECTIONS:** Shall the City of Santa Clara engage the voters in a public process to draft a Charter Amendment ballot measure to elect its Council Members, other than the Mayor, by district?

2. The official canvass of the returns of the election was conducted by the Office of the Registrar of Voters in accordance with the appropriate provisions of the Elections Code of the State of California.

3. The Statement of Votes Cast, now on file at my office, and sections attached hereto, shows the whole number of votes cast for **Measure N** in each of the precincts and the total shown is true and correct.

WITNESS my hand and Official Seal this 6th day of December, 2018.



*Shannon Bushey*  
Shannon Bushey, Registrar of Voters

COUNTY OF SANTA CLARA Statement of Vote  
GENERAL ELECTION

140129		MEASURES M AND N - CITY OF SANTA CLARA													
		Registration	Ballots Cast	Turnout (%)	MEASURE M- CANNABIS TAX			MEASURE N- CHARTER AMENDMENT							
					YES	NO		YES	NO						
4201 - 4201		1244	207	16.64	131	55		100	59						
4201 - VBM Reporting		1244	697	56.03	517	139		441	174						
4202 - 4202		15	0	0.00	0	0		0	0						
4202 - VBM Reporting		15	0	53.33	6	1		5	2						
4205 - 4205		126	0	0.00	0	0		0	0						
4205 - VBM Reporting		126	79	62.70	50	22		51	10						
4207 - 4207		129	0	0.00	0	0		0	0						
4207 - VBM Reporting		129	63	48.84	38	19		41	15						
4208 - 4208		1387	222	16.01	159	47		141	51						
4208 - VBM Reporting		1387	688	49.60	495	143		448	148						
4211 - 4211		1167	250	21.42	163	73		135	68						
4211 - VBM Reporting		1167	600	51.41	427	131		373	159						
4212 - 4212		8	0	0.00	0	0		0	0						
4212 - VBM Reporting		8	0	75.00	5	0		6	0						
4215 - 4215		1350	212	15.70	140	52		124	56						
4215 - VBM Reporting		1350	824	61.04	576	200		478	253						
4217 - 4217		937	152	16.22	99	41		79	50						
4217 - VBM Reporting		937	538	57.42	379	127		320	157						
4218 - 4218		851	170	20.68	121	30		98	42						
4218 - VBM Reporting		851	342	40.19	245	73		210	87						
4222 - 4222		1063	160	15.05	102	46		90	55						
4222 - VBM Reporting		1063	644	60.58	456	154		395	180						
4223 - 4223		1414	240	17.40	151	71		125	71						
4223 - VBM Reporting		1414	692	48.94	497	148		404	194						
4224 - 4224		5	0	0.00	0	0		0	0						
4224 - VBM Reporting		5	3	60.00	3	0		2	0						
4226 - 4226		1178	195	16.55	130	51		112	58						
4226 - VBM Reporting		1178	674	57.22	479	154		390	200						
4227 - 4227		1077	164	15.23	114	41		98	40						
4227 - VBM Reporting		1077	583	54.13	434	111		377	132						
4231 - 4231		1383	199	14.39	129	51		103	58						
4231 - VBM Reporting		1383	808	58.42	501	180		600	201						
4238 - 4238		1432	197	13.76	135	52		127	52						
4238 - VBM Reporting		1432	849	59.29	640	168		551	221						
4241 - 4241		1309	189	14.44	129	51		124	46						
4241 - VBM Reporting		1309	806	61.57	586	166		498	207						
4242 - 4242		1117	196	17.55	132	51		107	56						
4242 - VBM Reporting		1117	633	56.07	438	149		406	155						
4247 - 4247		904	132	14.60	85	33		68	35						
4247 - VBM Reporting		904	497	54.98	370	100		306	135						
4249 - 4249		1444	220	15.65	157	54		136	56						
4249 - VBM Reporting		1444	740	51.25	552	149		477	175						
4250 - 4250		921	165	17.92	110	35		87	54						
4250 - VBM Reporting		921	498	49.73	355	82		272	134						
4256 - 4256		1410	258	18.30	173	49		157	49						
4256 - VBM Reporting		1410	662	46.95	466	140		444	128						
4257 - 4257		709	133	18.76	86	36		76	35						
4257 - VBM Reporting		709	351	49.51	249	78		218	91						
4258 - 4258		1029	164	15.94	115	35		99	34						
4258 - VBM Reporting		1029	528	51.31	378	126		369	108						
4259 - 4259		1370	282	20.58	106	75		174	77						
4259 - VBM Reporting		1370	766	55.91	569	147		460	201						
4261 - 4261		960	161	16.77	113	36		101	38						
4261 - VBM Reporting		960	483	50.31	359	99		312	116						
4265 - 4265		1336	190	14.22	130	49		116	49						
4265 - VBM Reporting		1336	750	56.14	561	139		508	164						
4267 - 4267		992	190	19.35	118	56		106	63						
4267 - VBM Reporting		992	402	40.94	290	97		255	116						
4268 - 4268		814	147	18.06	94	39		85	37						
4268 - VBM Reporting		814	389	47.79	266	97		223	107						
4269 - 4269		810	143	17.65	94	28		92	20						

COUNTY OF SANTA CLARA Statement of Vote  
GENERAL ELECTION

140129	MEASURES M AND N - CITY OF SANTA CLARA														
	Registration	Ballots Cast	Turnout (%)		MEASURE M- CANNABIS TAX YES	NO		MEASURE N- CHARTER AMENDMENT YES	NO						
4260 - VBM Reporting	810	410	50.62		306	78		271	86						
4270 - VBM Reporting	1232	194	15.75		124	47		112	44						
4270 - VBM Reporting	1232	590	47.89		409	146		362	181						
4271 - VBM Reporting	1393	260	18.66		179	51		169	48						
4271 - VBM Reporting	1393	685	49.17		491	154		433	171						
4272 - VBM Reporting	625	123	19.66		83	31		70	33						
4272 - VBM Reporting	625	296	47.36		187	97		175	90						
4273 - VBM Reporting	1299	215	16.55		158	38		131	45						
4273 - VBM Reporting	1299	634	48.81		509	97		435	139						
4288 - VBM Reporting	884	116	13.01		77	28		64	30						
4288 - VBM Reporting	884	518	58.60		396	94		330	118						
4289 - VBM Reporting	858	156	18.18		104	41		86	38						
4289 - VBM Reporting	858	412	48.02		307	71		248	103						
4296 - VBM Reporting	740	116	15.54		79	20		69	33						
4296 - VBM Reporting	740	355	47.97		276	63		218	93						
4297 - VBM Reporting	1236	225	18.20		141	43		107	60						
4297 - VBM Reporting	1236	808	65.37		583	173		485	229						
4298 - VBM Reporting	874	139	15.90		92	37		73	39						
4298 - VBM Reporting	874	538	61.56		408	101		340	140						
4299 - VBM Reporting	34	0	0.00		0	0		0	0						
4299 - VBM Reporting	34	26	76.47		15	10		17	2						
4301 - VBM Reporting	1205	187	15.52		129	45		100	62						
4301 - VBM Reporting	1205	691	57.34		521	140		407	191						
4305 - VBM Reporting	1376	207	15.04		148	38		113	55						
4305 - VBM Reporting	1376	818	59.45		617	154		479	229						
4308 - VBM Reporting	99	0	0.00		0	0		0	0						
4308 - VBM Reporting	99	63	63.64		46	9		33	15						
4309 - VBM Reporting	55	0	0.00		0	0		0	0						
4309 - VBM Reporting	55	40	72.73		29	6		21	13						
4312 - VBM Reporting	837	130	15.53		78	35		70	40						
4312 - VBM Reporting	837	495	59.14		374	88		326	99						
4314 - VBM Reporting	0	0	0.00		0	0		0	0						
4314 - VBM Reporting	0	0	0.00		0	0		0	0						
4315 - VBM Reporting	1332	202	15.17		135	55		110	65						
4315 - VBM Reporting	1332	816	61.26		607	156		481	229						
4319 - VBM Reporting	707	99	14.00		67	25		48	37						
4319 - VBM Reporting	707	439	62.09		311	105		268	107						
4321 - VBM Reporting	1232	160	12.99		112	35		103	36						
4321 - VBM Reporting	1232	623	50.57		432	160		403	146						
4326 - VBM Reporting	1364	212	15.54		151	37		124	48						
4326 - VBM Reporting	1364	665	48.75		482	146		417	175						
4327 - VBM Reporting	1387	197	14.20		129	57		113	50						
4327 - VBM Reporting	1387	717	51.69		521	149		458	159						
4332 - VBM Reporting	685	127	18.54		82	37		79	36						
4332 - VBM Reporting	685	379	55.33		267	81		224	106						
4334 - VBM Reporting	924	182	19.70		132	30		101	43						
4334 - VBM Reporting	924	477	51.62		361	94		284	143						
4343 - VBM Reporting	609	144	17.80		98	32		82	41						
4343 - VBM Reporting	609	385	47.59		301	67		249	92						
Princt Totals	51068	8345	16.34		5591	2003		4773	2196						
VBM Reporting Totals	51068	27443	53.74		20022	5786		17129	7012						
Grand Totals	51068	35788	70.08		25613	7789		21902	9208						
STATEWIDE	51068	35788	70.08		25613	7789		21902	9208						
US Representative, District 17	51068	35788	70.08		25613	7789		21902	9208						
State Senate, District 10	51068	35788	70.08		25613	7789		21902	9208						
State Assembly District 25	51068	35788	70.08		25613	7789		21902	9208						
State Board of Equal. District 2	51068	35788	70.08		25613	7789		21902	9208						
Supervisonal District 4	51068	35788	70.08		25613	7789		21902	9208						

COUNTY OF SANTA CLARA Statement of Vote  
GENERAL ELECTION

***Grand Totals 140129		MEASURES M AND N - CITY OF SANTA CLARA													
		Registration	Ballots Cast	Turnout (%)		MEASURE M- CANNABIS TAX YES	NO		MEASURE N- CHARTER AMENDMENT YES	NO					
City of Santa Clara		51065	35788	70.08		25613	7788		21902	9208					

COUNTY OF SANTA CLARA Statement of Vote  
GENERAL ELECTION

140129	MEASURES M AND N - CITY OF SANTA CLARA														
	Registration	Ballots Cast	Turnout (%)		MEASURE M- CANNABIS TAX YES	NO		MEASURE N- CHARTER AMENDMENT YES	NO						
4201 - 4201	1244	207	16.64		131	55		100	59						
4201 - VBM Reporting	1244	697	56.03		517	138		441	174						
4202 - 4202	15	0	0.00		0	0		0	0						
4202 - VBM Reporting	15	0	53.33		6	1		5	2						
4205 - 4205	126	0	0.00		0	0		0	0						
4205 - VBM Reporting	126	79	62.70		50	22		51	16						
4207 - 4207	129	0	0.00		0	0		0	0						
4207 - VBM Reporting	129	63	48.84		38	19		41	15						
4208 - 4208	1387	222	16.01		159	47		141	51						
4208 - VBM Reporting	1387	688	49.60		495	143		448	148						
4211 - 4211	1167	250	21.42		153	73		135	68						
4211 - VBM Reporting	1167	600	51.41		427	134		373	159						
4212 - 4212	8	0	0.00		0	0		0	0						
4212 - VBM Reporting	8	0	75.00		5	0		5	0						
4215 - 4215	1350	212	15.70		140	52		124	56						
4215 - VBM Reporting	1350	824	61.04		576	200		478	253						
4217 - 4217	937	152	16.22		99	41		79	50						
4217 - VBM Reporting	937	538	57.42		379	127		320	157						
4218 - 4218	851	170	20.08		121	36		98	42						
4218 - VBM Reporting	851	342	40.19		245	73		210	87						
4222 - 4222	1063	100	15.05		102	46		90	55						
4222 - VBM Reporting	1063	644	60.58		456	154		395	180						
4223 - 4223	1414	246	17.40		151	71		125	71						
4223 - VBM Reporting	1414	692	48.94		497	148		404	194						
4224 - 4224	5	0	0.00		0	0		0	0						
4224 - VBM Reporting	5	3	60.00		3	0		2	0						
4226 - 4226	1178	195	16.55		130	51		112	56						
4226 - VBM Reporting	1178	674	57.22		479	154		390	200						
4227 - 4227	1077	164	15.23		114	41		98	40						
4227 - VBM Reporting	1077	583	54.13		434	111		377	132						
4231 - 4231	1383	189	14.39		129	51		103	58						
4231 - VBM Reporting	1383	808	58.42		581	180		500	201						
4238 - 4238	1432	197	13.76		135	52		127	52						
4238 - VBM Reporting	1432	849	59.29		640	168		551	221						
4241 - 4241	1309	189	14.44		129	51		124	46						
4241 - VBM Reporting	1309	806	61.57		506	166		498	207						
4242 - 4242	1117	196	17.55		132	51		107	56						
4242 - VBM Reporting	1117	633	56.67		438	149		406	155						
4247 - 4247	904	132	14.60		86	33		68	35						
4247 - VBM Reporting	904	497	54.98		370	106		306	135						
4249 - 4249	1444	226	15.65		157	54		136	56						
4249 - VBM Reporting	1444	740	51.25		552	149		477	175						
4250 - 4250	921	165	17.92		116	35		87	54						
4250 - VBM Reporting	921	459	49.73		355	82		272	134						
4256 - 4256	1410	250	17.73		173	49		157	49						
4256 - VBM Reporting	1410	662	46.95		466	140		444	128						
4257 - 4257	709	133	18.76		86	36		76	35						
4257 - VBM Reporting	709	351	49.51		249	78		218	91						
4258 - 4258	1029	164	15.94		115	35		99	34						
4258 - VBM Reporting	1029	520	51.31		378	126		369	108						
4259 - 4259	1370	262	20.58		186	75		174	77						
4259 - VBM Reporting	1370	760	55.91		569	147		480	201						
4261 - 4261	960	161	16.77		113	36		101	38						
4261 - VBM Reporting	960	483	50.31		350	99		312	116						
4265 - 4265	1336	190	14.22		130	49		115	49						
4265 - VBM Reporting	1336	750	56.14		561	139		508	164						
4267 - 4267	982	190	19.35		118	56		106	63						
4267 - VBM Reporting	982	402	40.94		290	97		255	116						
4268 - 4268	814	147	18.06		94	39		85	37						
4268 - VBM Reporting	814	389	47.79		266	97		223	107						
4269 - 4269	810	143	17.65		94	28		92	20						



COUNTY OF SANTA CLARA Statement of Vote  
GENERAL ELECTION

140129	MEASURES M AND N - CITY OF SANTA CLARA														
	Registration	Ballots Cast	Turnout (%)		MEASURE M- CANNABIS TAX YES	NO		MEASURE N- CHARTER AMENDMENT YES	NO						
4269 - VBM Reporting	810	410	50.62		306	78		271	86						
4270 - VBM Reporting	1232	194	15.75		124	47		112	44						
4270 - VBM Reporting	1232	590	47.89		409	146		362	161						
4271 - VBM Reporting	1393	260	18.66		179	51		169	48						
4271 - VBM Reporting	1393	685	49.17		491	164		433	171						
4272 - VBM Reporting	625	123	19.68		83	31		70	33						
4272 - VBM Reporting	625	296	47.36		187	97		175	90						
4273 - VBM Reporting	1299	215	16.55		158	38		131	45						
4273 - VBM Reporting	1299	634	48.81		509	97		435	139						
4288 - VBM Reporting	884	115	13.01		77	28		84	30						
4288 - VBM Reporting	884	510	58.00		395	94		336	118						
4289 - VBM Reporting	858	156	18.18		104	41		86	38						
4289 - VBM Reporting	858	412	48.02		307	71		248	103						
4296 - VBM Reporting	740	115	15.54		79	20		59	33						
4296 - VBM Reporting	740	355	47.97		275	63		218	93						
4297 - VBM Reporting	1236	225	18.20		141	43		107	60						
4297 - VBM Reporting	1236	808	65.37		583	173		485	229						
4298 - VBM Reporting	874	139	15.90		92	37		73	39						
4298 - VBM Reporting	874	538	61.66		408	101		340	140						
4299 - VBM Reporting	34	0	0.00		0	0		0	0						
4299 - VBM Reporting	34	26	76.47		15	10		17	2						
4301 - VBM Reporting	1205	187	15.52		129	45		100	62						
4301 - VBM Reporting	1205	691	57.34		521	140		407	191						
4305 - VBM Reporting	1370	207	15.04		148	36		113	55						
4305 - VBM Reporting	1370	818	59.45		617	154		479	229						
4308 - VBM Reporting	99	0	0.00		0	0		0	0						
4308 - VBM Reporting	99	63	63.64		46	9		33	15						
4309 - VBM Reporting	55	0	0.00		0	0		0	0						
4309 - VBM Reporting	55	40	72.73		29	6		21	13						
4312 - VBM Reporting	837	130	15.53		78	35		70	40						
4312 - VBM Reporting	837	495	59.14		374	88		326	99						
4314 - VBM Reporting	0	0	0.00		0	0		0	0						
4314 - VBM Reporting	0	0	0.00		0	0		0	0						
4315 - VBM Reporting	1332	202	15.17		135	55		110	65						
4315 - VBM Reporting	1332	816	61.26		607	156		481	229						
4319 - VBM Reporting	707	99	14.00		67	25		48	37						
4319 - VBM Reporting	707	439	62.09		311	105		268	107						
4321 - VBM Reporting	1232	160	12.99		112	35		103	36						
4321 - VBM Reporting	1232	623	50.57		432	160		403	146						
4326 - VBM Reporting	1264	212	15.54		151	37		124	48						
4326 - VBM Reporting	1264	665	48.75		482	146		417	175						
4327 - VBM Reporting	1387	197	14.20		129	57		113	56						
4327 - VBM Reporting	1387	717	51.69		521	149		458	169						
4332 - VBM Reporting	685	127	18.54		82	37		79	36						
4332 - VBM Reporting	685	379	55.33		267	81		224	106						
4334 - VBM Reporting	924	182	19.70		132	30		101	43						
4334 - VBM Reporting	924	477	51.62		351	94		284	143						
4343 - VBM Reporting	809	144	17.80		98	32		82	41						
4343 - VBM Reporting	809	395	47.59		381	67		249	92						
Precinct Totals	51068	8345	16.34		5591	2003		4773	2198						
VBM Reporting Totals	51068	27443	53.74		20022	5786		17129	7012						
Grand Totals	51068	35788	70.08		25613	7789		21902	9208						
STATEWIDE	51068	35788	70.08		25613	7789		21902	9208						
US Representative, District 17	51068	35788	70.08		25613	7789		21902	9208						
State Senate, District 10	51068	35788	70.08		25613	7789		21902	9208						
State Assembly District 25	51068	35788	70.08		25613	7789		21902	9208						
State Board of Equal. District 2	51068	35788	70.08		25613	7789		21902	9208						
Supervisory District 4	51068	35788	70.08		25613	7789		21902	9208						

12/05/18 12:30 PM  
November 6,2018

COUNTY OF SANTA CLARA Statement of Vote  
GENERAL ELECTION

1324 of 1435

***Grand Totals 140129		MEASURES M AND N - CITY OF SANTA CLARA													
		Registration	Ballots Cast	Turnout (%)		MEASURE M- CANNABIS TAX YES	NO		MEASURE N- CHARTER AMENDMENT YES	NO					
City of Santa Clara		51066	35700	70.08		25613	7749		21902	9209					



COUNTY OF SANTA CLARA Statement of Vote  
GENERAL ELECTION

100091		CITY OF SANTA CLARA - MAYOR													
		Registration	Ballots Cast	Turnout (%)		LISA M. GILLMOR	ANTHONY J. BECKER								
4201 - 4201		1244	207	16.64		135	35								
4201 - VBM Reporting		1244	697	56.03		442	175								
4202 - 4202		15	0	0.00		0	0								
4202 - VBM Reporting		15	8	53.33		5	2								
4205 - 4205		126	0	0.00		0	0								
4205 - VBM Reporting		126	79	62.70		57	13								
4207 - 4207		129	0	0.00		0	0								
4207 - VBM Reporting		129	63	48.84		36	21								
4208 - 4208		1387	222	16.01		123	70								
4208 - VBM Reporting		1387	688	49.60		441	171								
4211 - 4211		1167	250	21.42		162	53								
4211 - VBM Reporting		1167	600	51.41		360	183								
4212 - 4212		8	0	0.00		0	0								
4212 - VBM Reporting		8	0	75.00		2	3								
4215 - 4215		1350	212	15.70		123	65								
4215 - VBM Reporting		1350	824	61.04		519	222								
4217 - 4217		937	152	16.22		91	36								
4217 - VBM Reporting		937	538	57.42		318	163								
4218 - 4218		851	176	20.68		119	37								
4218 - VBM Reporting		851	342	40.19		206	85								
4222 - 4222		1063	100	15.05		103	46								
4222 - VBM Reporting		1063	644	60.58		417	165								
4223 - 4223		1414	246	17.40		138	61								
4223 - VBM Reporting		1414	692	48.94		466	155								
4224 - 4224		8	0	0.00		0	0								
4224 - VBM Reporting		8	3	60.00		2	1								
4226 - 4226		1178	195	16.55		110	54								
4226 - VBM Reporting		1178	674	57.22		423	183								
4227 - 4227		1077	164	15.23		113	36								
4227 - VBM Reporting		1077	503	54.13		374	140								
4231 - 4231		1383	199	14.39		124	46								
4231 - VBM Reporting		1383	808	58.42		545	183								
4238 - 4238		1432	197	13.76		113	67								
4238 - VBM Reporting		1432	849	59.29		544	213								
4241 - 4241		1309	189	14.44		120	46								
4241 - VBM Reporting		1309	806	61.57		519	193								
4242 - 4242		1117	196	17.55		121	42								
4242 - VBM Reporting		1117	633	56.67		387	172								
4247 - 4247		904	132	14.60		75	33								
4247 - VBM Reporting		904	497	54.98		325	110								
4249 - 4249		1444	226	15.65		150	41								
4249 - VBM Reporting		1444	740	51.25		452	177								
4250 - 4250		921	165	17.92		97	45								
4250 - VBM Reporting		921	458	49.73		270	133								
4256 - 4256		1410	258	18.30		173	41								
4256 - VBM Reporting		1410	662	46.95		444	115								
4257 - 4257		709	133	18.76		83	26								
4257 - VBM Reporting		709	351	49.51		260	49								
4258 - 4258		1029	164	15.94		105	33								
4258 - VBM Reporting		1029	528	51.31		381	100								
4259 - 4259		1370	282	20.58		185	62								
4259 - VBM Reporting		1370	706	55.91		526	173								
4261 - 4261		960	161	16.77		102	37								
4261 - VBM Reporting		960	483	50.31		318	121								
4265 - 4265		1336	190	14.22		123	42								
4265 - VBM Reporting		1336	750	56.14		501	175								
4267 - 4267		982	190	19.35		127	42								
4267 - VBM Reporting		982	402	40.94		289	72								
4268 - 4268		814	147	18.06		99	33								
4268 - VBM Reporting		814	389	47.79		251	99								
4269 - 4269		810	143	17.65		87	19								

[illegible]

COUNTY OF SANTA CLARA Statement of Vote  
GENERAL ELECTION

***Grand Totals 100091		CITY OF SANTA CLARA - MAYOR													
		Registration	Ballots Cast	Turnout (%)		LISA M. GILLMOR	ANTHONY J. BECKER								
City of Santa Clara		51068	35788	70.08		23334	8127								

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COUNTY OF SANTA CLARA Statement of Vote  
GENERAL ELECTION

100093		CITY OF SANTA CLARA, DISTRICT 3 - COUNCIL MEMBER													
		Registration	Ballots Cast	Turnout (%)		KAREN HARDY	SRINIVASAN SAMBATHKUMAR								
4241 - 4241		1309	189	14.44		124	16								
4241 - VBM Reporting		1309	806	61.57		545	165								
4242 - 4242		1117	196	17.55		112	55								
4242 - VBM Reporting		1117	633	56.67		380	171								
4247 - 4247		904	132	14.60		75	33								
4247 - VBM Reporting		904	497	54.98		308	135								
4261 - 4261		960	161	16.77		98	43								
4261 - VBM Reporting		960	483	50.31		335	97								
4268 - 4268		614	147	18.06		95	38								
4268 - VBM Reporting		614	389	47.79		280	75								
4271 - 4271		1393	260	18.66		146	66								
4271 - VBM Reporting		1393	685	49.17		428	177								
4334 - 4334		924	182	19.70		96	54								
4334 - VBM Reporting		924	477	51.62		272	139								
4343 - 4343		609	144	17.80		68	48								
4343 - VBM Reporting		609	385	47.59		228	104								
Precinct Totals		8230	1411	17.14		814	383								
VBM Reporting Totals		8230	4355	52.92		2764	1063								
Grand Totals		8230	5766	70.06		3578	1446								
STATEWIDE		8230	5766	70.06		3578	1446								
US Representative, District 17		8230	5766	70.06		3578	1446								
State Senate, District 10		8230	5766	70.06		3578	1446								
State Assembly District 25		8230	5766	70.06		3578	1446								
State Board of Equal, District 2		8230	5766	70.06		3578	1446								
Supervisory District 4		8230	5766	70.06		3578	1446								
City of Santa Clara		8230	5766	70.06		3578	1446								

COUNTY OF SANTA CLARA Statement of Vote  
GENERAL ELECTION

CITY OF SANTA CLARA, SHORT TERM - CITY CLERK														
100094	Registration	Ballots Cast	Turnout (%)		PETA ROBERTS	ROSEANN LACOURSIERE	HOSAM HAGGAG	THOMAS MACDEVITT	ROBERT J. O'KEEFE	CHRISTOPHER R. STAMPOLIS				
4201 - 4201	1244	207	16.64		20	23	28	9	62	14				
4201 - VBM Reporting	1244	697	56.03		83	83	137	24	202	44				
4202 - 4202	15	0	0.00		0	0	0	0	0	0				
4202 - VBM Reporting	15	8	53.33		1	0	3	0	0	1				
4205 - 4205	126	0	0.00		0	0	0	0	0	0				
4205 - VBM Reporting	126	79	62.70		6	20	20	4	8	2				
4207 - 4207	129	0	0.00		0	0	0	0	0	0				
4207 - VBM Reporting	129	63	48.84		4	14	11	3	11	11				
4208 - 4208	1387	222	16.01		27	19	52	12	42	28				
4208 - VBM Reporting	1387	688	49.60		78	91	125	52	137	73				
4211 - 4211	1167	250	21.42		22	32	72	9	44	17				
4211 - VBM Reporting	1167	600	51.41		56	85	170	28	131	51				
4212 - 4212	8	0	0.00		0	0	0	0	0	0				
4212 - VBM Reporting	8	6	75.00		0	2	0	1	3	0				
4215 - 4215	1350	212	15.70		22	29	61	14	32	16				
4215 - VBM Reporting	1350	824	61.04		79	123	219	31	165	62				
4217 - 4217	937	152	16.22		20	24	25	8	22	20				
4217 - VBM Reporting	937	538	57.42		53	82	120	17	119	64				
4218 - 4218	851	176	20.68		33	27	38	4	21	11				
4218 - VBM Reporting	851	342	40.19		30	46	93	7	66	29				
4222 - 4222	1063	160	15.05		17	23	40	6	34	13				
4222 - VBM Reporting	1063	644	60.58		81	97	153	29	102	70				
4223 - 4223	1414	246	17.40		36	35	46	14	46	9				
4223 - VBM Reporting	1414	692	48.94		73	88	171	31	119	63				
4224 - 4224	5	0	0.00		0	0	0	0	0	0				
4224 - VBM Reporting	5	3	60.00		0	0	0	0	1	1				
4226 - 4226	1178	195	16.55		28	24	31	8	38	18				
4226 - VBM Reporting	1178	674	57.22		73	104	150	21	129	61				
4227 - 4227	1077	164	15.23		26	25	24	7	39	15				
4227 - VBM Reporting	1077	583	54.13		78	94	127	18	95	49				
4231 - 4231	1383	199	14.39		24	37	32	11	38	19				
4231 - VBM Reporting	1383	808	58.42		77	127	205	32	136	75				
4238 - 4238	1432	197	13.76		34	34	31	8	42	15				
4238 - VBM Reporting	1432	849	59.29		89	136	183	39	170	84				
4241 - 4241	1309	189	14.44		15	21	50	8	44	19				
4241 - VBM Reporting	1309	806	61.57		96	140	110	36	170	89				
4242 - 4242	1117	190	17.55		26	23	37	7	43	21				
4242 - VBM Reporting	1117	633	56.67		81	87	111	41	121	63				
4247 - 4247	904	132	14.60		15	23	17	6	12	23				
4247 - VBM Reporting	904	497	54.98		65	62	74	30	102	77				
4249 - 4249	1444	226	15.65		39	38	32	11	33	21				
4249 - VBM Reporting	1444	740	51.25		99	93	136	37	115	87				
4250 - 4250	921	165	17.92		20	17	29	13	26	16				
4250 - VBM Reporting	921	458	49.73		62	65	86	21	77	39				
4256 - 4256	1410	258	18.30		23	27	43	12	50	20				
4256 - VBM Reporting	1410	662	46.95		81	93	138	32	96	69				
4257 - 4257	709	133	18.76		22	16	16	8	29	10				
4257 - VBM Reporting	709	351	49.51		38	54	72	18	54	39				
4258 - 4258	1029	164	15.94		16	30	26	10	26	23				
4258 - VBM Reporting	1029	528	51.31		85	88	110	27	99	47				
4259 - 4259	1370	282	20.58		40	30	65	13	52	24				
4259 - VBM Reporting	1370	766	55.91		97	144	142	44	117	91				
4261 - 4261	960	161	16.77		24	17	26	8	40	16				
4261 - VBM Reporting	960	483	50.31		64	69	94	28	85	67				
4265 - 4265	1336	190	14.22		19	25	56	5	34	18				
4265 - VBM Reporting	1336	750	56.14		69	109	208	28	142	70				
4267 - 4267	982	190	19.35		18	22	27	9	54	30				
4267 - VBM Reporting	982	402	40.94		38	41	85	7	110	54				
4268 - 4268	814	147	18.06		11	21	21	8	33	19				
4268 - VBM Reporting	814	389	47.79		54	63	63	25	63	54				
4269 - 4269	810	143	17.65		19	16	28	6	20	11				

COUNTY OF SANTA CLARA Statement of Vote  
GENERAL ELECTION

CITY OF SANTA CLARA, SHORT TERM - CITY CLERK															
100094	Registration	Ballots Cast	Turnout (%)		PETA ROBERTS	ROSEANN LACOURSIERE	HOSAM HAGGAG	THOMAS MACDEVITT	ROBERT J. O'KEEFE	CHRISTOPHER R. STAMPOLIS					
4269 - VBM Reporting	810	410	50.62		44	59	96	17	63	42					
4270 - VBM Reporting	1232	104	15.75		31	26	29	0	38	26					
4270 - VBM Reporting	1232	590	47.89		86	80	86	27	124	72					
4271 - VBM Reporting	1393	260	18.66		42	30	34	12	44	26					
4271 - VBM Reporting	1393	685	49.17		89	93	113	34	120	92					
4272 - VBM Reporting	625	123	19.68		10	21	9	9	21	14					
4272 - VBM Reporting	625	296	47.36		33	39	66	22	46	27					
4273 - VBM Reporting	1299	215	16.55		26	23	31	14	32	30					
4273 - VBM Reporting	1299	634	48.81		74	74	120	50	117	72					
4288 - VBM Reporting	884	115	13.01		7	15	18	11	17	10					
4288 - VBM Reporting	884	518	58.60		44	77	109	27	103	51					
4289 - VBM Reporting	858	156	18.18		22	14	23	5	22	24					
4289 - VBM Reporting	858	412	48.02		47	52	74	26	62	42					
4296 - VBM Reporting	740	115	15.64		15	10	23	0	14	17					
4296 - VBM Reporting	740	355	47.97		37	49	90	17	54	20					
4297 - VBM Reporting	1230	225	18.20		12	28	50	9	26	28					
4297 - VBM Reporting	1236	809	65.37		103	130	180	31	138	69					
4298 - VBM Reporting	874	139	15.90		20	20	26	0	30	11					
4298 - VBM Reporting	874	538	61.56		72	68	103	22	116	45					
4299 - VBM Reporting	34	0	0.00		0	0	0	0	0	0					
4299 - VBM Reporting	34	20	76.47		2	4	3	0	9	4					
4301 - VBM Reporting	1205	187	15.52		21	22	25	20	34	16					
4301 - VBM Reporting	1205	691	57.34		64	78	125	62	128	64					
4305 - VBM Reporting	1376	207	15.04		24	32	42	19	25	14					
4305 - VBM Reporting	1376	818	59.45		95	90	137	40	158	87					
4308 - VBM Reporting	99	0	0.00		0	0	0	0	0	0					
4308 - VBM Reporting	99	63	63.64		9	12	8	4	7	7					
4309 - VBM Reporting	55	0	0.00		0	0	0	0	0	0					
4309 - VBM Reporting	55	40	72.73		4	10	0	3	10	6					
4312 - VBM Reporting	837	130	15.53		12	26	15	11	16	8					
4312 - VBM Reporting	837	495	59.14		69	70	80	23	72	33					
4314 - VBM Reporting	0	0	0.00		0	0	0	0	0	0					
4314 - VBM Reporting	0	0	0.00		0	0	0	0	0	0					
4315 - VBM Reporting	1332	202	15.17		36	16	43	6	44	12					
4315 - VBM Reporting	1332	816	61.26		93	120	182	36	170	72					
4319 - VBM Reporting	707	99	14.00		12	12	16	8	16	7					
4319 - VBM Reporting	707	439	62.09		65	68	84	16	80	29					
4321 - VBM Reporting	1232	160	12.99		17	17	53	12	20	18					
4321 - VBM Reporting	1232	623	50.57		53	87	116	26	138	64					
4326 - VBM Reporting	1304	212	15.54		22	26	24	12	44	26					
4326 - VBM Reporting	1304	665	48.75		87	85	122	44	129	72					
4327 - VBM Reporting	1387	197	14.20		42	31	27	6	34	25					
4327 - VBM Reporting	1387	717	51.69		89	104	156	47	110	73					
4332 - VBM Reporting	685	127	18.54		13	19	23	5	30	16					
4332 - VBM Reporting	685	379	55.33		36	35	71	17	86	52					
4334 - VBM Reporting	924	182	19.70		24	29	26	6	23	20					
4334 - VBM Reporting	924	477	51.62		42	60	95	27	95	58					
4343 - VBM Reporting	809	144	17.80		24	14	28	11	21	10					
4343 - VBM Reporting	809	385	47.59		50	66	56	19	69	51					
Precinct Totals	51068	8345	16.34		1058	1093	1505	428	1505	824					
VBM Reporting Totals	51068	27443	53.74		3175	3859	5574	1348	5157	2760					
Grand Totals	51068	35788	70.08		4231	4952	7079	1776	6662	3604					
STATEWIDE	51068	35788	70.08		4231	4952	7079	1776	6662	3604					
US Representative, District 17	51068	35788	70.08		4231	4952	7079	1776	6662	3604					
State Senate, District 10	51068	35788	70.08		4231	4952	7079	1776	6662	3604					
State Assembly District 25	51068	35788	70.08		4231	4952	7079	1776	6662	3604					
State Board of Equal District 2	51068	35788	70.08		4231	4952	7079	1776	6662	3604					
Supervisory District 4	51068	35788	70.08		4231	4952	7079	1776	6662	3604					

COUNTY OF SANTA CLARA Statement of Vote  
GENERAL ELECTION

***Grand Totals 100094		CITY OF SANTA CLARA, SHORT TERM - CITY CLERK													
		Registration	Ballots Cast	Turnout (%)		PETA ROBERTS	ROSEANN LACOURSIERE	HOSAM HAGGAG	THOMAS MACDEVITT	ROBERT J. O'KEEFE	CHRISTOPHER R. STAMPOLIS				
City of Santa Clara		51068	35788	70.08		4231	4952	7070	1776	6662	3604				



City of Santa Clara Mayor

	ANTHONY J. BECKER		LISA M. GILLMOR	
Precinct	VBM	PCT	VBM	PCT
4215	1	0	0	0
4259	0	0	2	0
4265	0	0	1	0
4270	0	0	1	0
4326	0	0	0	1
4334	0	0	1	0
4343	0	0	1	0
TOTAL	1	0	6	1
G-Total	1		7	

City of Santa Clara Council Member, District 2

	MARIO BOUZA		NANCY A. BIAGINI		RAJ CHAHAL	
Precinct	VBM	PCT	VBM	PCT	VBM	PCT
TOTAL	0	0	0	0	0	0
G-Total	0		0		0	

City of Santa Clara Council Member, District 3

	KAREN HARDY		SRINIVASAN SAMBATHKUMAR	
Precinct	VBM	PCT	VBM	PCT
4343	0	0	1	0
TOTAL	0	0	1	0
G-Total	0		1	

City of Santa Clara City Clerk, Short Term

	CHRISTOPHER R. STAMPOLIS		HOSAM HAGGAG		PETA ROBERTS		ROBERT J. O'KEEFE		ROSEANN LACOURSIERE		THOMAS MACDEVITT	
Precinct	VBM	PCT	VBM	PCT	VBM	PCT	VBM	PCT	VBM	PCT	VBM	PCT
4201	0	1	0	0	0	0	0	0	0	0	0	0
4215	0	0	0	0	0	0	0	1	0	0	0	0
4242	2	0	0	0	0	0	0	0	0	0	0	0
4247	0	0	0	0	0	0	0	1	0	0	0	0
4267	1	0	0	0	0	0	0	0	0	0	0	0
4315	0	0	1	0	0	0	0	0	0	0	0	0
4326	0	0	0	1	0	0	0	0	0	0	0	0
4343	1	0	0	0	0	0	0	0	0	0	0	0
<b>TOTAL</b>	<b>4</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>G-Total</b>	<b>5</b>		<b>2</b>		<b>0</b>		<b>2</b>		<b>0</b>		<b>0</b>	

# Exhibit B

County of Santa Clara

## OFFICIAL FINAL RESULTS

Cumulative Totals

GENERAL ELECTION

November 6, 2018

<p>REGISTRATION &amp; TURNOUT County of Santa Clara</p> <p>Completed Precincts: 1,098 of 1,098</p> <p>Total Registration 885,764</p> <p>PCT Reporting Ballots Cast 138,468 15.63%</p> <p>VBM Reporting Ballots Cast 486,957 54.98%</p> <p>Total Ballots Cast 625,425 70.61%</p>	<p>STATE TREASURER</p> <p>Completed Precincts: 1,098 of 1,098</p> <p>DEM - FIONA MA 439,879 72.98%</p> <p>REP - GREG CONLON 162,852 27.02%</p>	<p>U. S. REPRESENTATIVE, DISTRICT 17</p> <p>Completed Precincts: 260 of 260</p> <p>DEM - RO KHANNA 120,125 75.67%</p> <p>REP - RON COHEN 38,614 24.33%</p>
<p>GOVERNOR</p> <p>Completed Precincts: 1,098 of 1,098</p> <p>DEM - GAVIN NEWSOM 438,758 71.40%</p> <p>REP - JOHN H. COX 175,791 28.60%</p>	<p>ATTORNEY GENERAL</p> <p>Completed Precincts: 1,098 of 1,098</p> <p>DEM - XAVIER BECERRA 435,623 72.23%</p> <p>REP - STEVEN C BAILEY 167,498 27.77%</p>	<p>U. S. REPRESENTATIVE, DISTRICT 18</p> <p>Completed Precincts: 371 of 371</p> <p>DEM - ANNA G. ESHOO 163,535 73.95%</p> <p>REP - CHRISTINE RUSSELL 57,596 26.05%</p>
<p>LIEUTENANT GOVERNOR</p> <p>Completed Precincts: 1,098 of 1,098</p> <p>DEM - ELENI KOUNALAKIS 331,520 62.00%</p> <p>DEM - ED HERNANDEZ 203,178 38.00%</p>	<p>INSURANCE COMMISSIONER</p> <p>Completed Precincts: 1,098 of 1,098</p> <p>DEM - RICARDO LARA 315,504 54.25%</p> <p>NPP - STEVE POIZNER 266,065 45.75%</p>	<p>U. S. REPRESENTATIVE, DISTRICT 19</p> <p>Completed Precincts: 457 of 457</p> <p>DEM - ZOE LOFGREN 162,496 73.75%</p> <p>REP - JUSTIN JAMES AGUILERA 57,823 26.25%</p>
<p>SECRETARY OF STATE</p> <p>Completed Precincts: 1,098 of 1,098</p> <p>DEM - ALEX PADILLA 439,258 72.94%</p> <p>REP - MARK P. MEUSER 162,962 27.06%</p>	<p>BOARD OF EQUALIZATION, DISTRICT 2</p> <p>Completed Precincts: 1,098 of 1,098</p> <p>DEM - MALIA COHEN 425,397 72.18%</p> <p>REP - MARK BURNS 163,979 27.82%</p>	<p>U. S. REPRESENTATIVE, DISTRICT 20</p> <p>Completed Precincts: 10 of 10</p> <p>DEM - JIMMY PANETTA 3,059 79.45%</p> <p>NPP - RONALD PAUL KABAT 791 20.55%</p>
<p>CONTROLLER</p> <p>Completed Precincts: 1,098 of 1,098</p> <p>DEM - BETTY T. YEE 447,306 74.12%</p> <p>REP - KONSTANTINOS RODITIS 156,164 25.88%</p>	<p>UNITED STATES SENATOR</p> <p>Completed Precincts: 1,098 of 1,098</p> <p>DEM - DIANNE FEINSTEIN 339,866 59.78%</p> <p>DEM - KEVIN DE LEON 228,642 40.22%</p>	<p>STATE SENATOR, DISTRICT 10</p> <p>Completed Precincts: 159 of 159</p> <p>DEM - BOB WIECKOWSKI 67,117 74.06%</p> <p>REP - VICTOR G. SAN VICENTE 23,506 25.94%</p>

## OFFICIAL FINAL RESULTS

Cumulative Totals

November 6, 2018

STATE ASSEMBLY, DISTRICT 24	STATE ASSEMBLY, DISTRICT 30	ASSOC. JUSTICE 6TH COURT OF APPEALS - MIHARA
Completed Precincts: 192 of 192	Completed Precincts: 84 of 84	Completed Precincts: 1,098 of 1,098
DEM - MARC BERMAN 97,726 76.80%	DEM - ROBERT RIVAS 25,094 63.26%	YES 322,323 77.26%
REP - ALEX GLEW 29,519 23.20%	REP - NEIL G. KITCHENS 14,575 36.74%	NO 94,876 22.74%
STATE ASSEMBLY, DISTRICT 25	ASSOC. JUSTICE SUPREME COURT - CORRIGAN	STATE SUPERINTENDENT OF PUBLIC INSTRUCTION
Completed Precincts: 192 of 192	Completed Precincts: 1,098 of 1,098	Completed Precincts: 1,098 of 1,098
DEM - KANSEN CHU 66,852 74.15%	YES 321,421 73.42%	TONY K. THURMOND 294,172 55.72%
REP - BOB BRUNTON 23,231 25.85%	NO 116,351 26.58%	MARSHALL TUCK 233,752 44.28%
STATE ASSEMBLY, DISTRICT 27	ASSOC. JUSTICE SUPREME COURT - KRUGER	SANTA CLARA COUNTY BOARD OF EDUCATION, TA 2 - GBM
Completed Precincts: 229 of 229	Completed Precincts: 1,098 of 1,098	Completed Precincts: 172 of 172
DEM - ASH KALRA 90,068 76.29%	YES 345,421 80.23%	KATHLEEN M. KING 48,087 61.58%
REP - G. BURT LANCASTER 27,990 23.71%	NO 85,095 19.77%	BARRY CHANG 30,007 38.42%
STATE ASSEMBLY, DISTRICT 28	PRESIDING JUSTICE 6TH COURT OF APPEALS - GREENWOOD	SANTA CLARA COUNTY BOARD OF EDUCATION, TA 6 - GBM
Completed Precincts: 312 of 312	Completed Precincts: 1,098 of 1,098	Completed Precincts: 142 of 142
DEM - EVAN LOW 130,815 71.09%	YES 349,742 82.45%	PETER ORTIZ 34,411 69.81%
REP - MICHAEL L. SNYDER 53,195 28.91%	NO 74,421 17.55%	KIARA KASSANDRA 14,884 30.19%
STATE ASSEMBLY, DISTRICT 29	ASSOC. JUSTICE 6TH COURT OF APPEALS - DANNER	SANTA CLARA COUNTY BOARD OF EDUCATION, TA 7 - GBM
Completed Precincts: 89 of 89	Completed Precincts: 1,098 of 1,098	Completed Precincts: 200 of 200
DEM - MARK STONE 24,084 66.41%	YES 341,348 80.90%	CLAUDIA ROSSI 43,179 57.10%
REP - VICKI L. NOHRDEN 12,184 33.59%	NO 80,575 19.10%	GINO BORGIOI 32,444 42.90%

## OFFICIAL FINAL RESULTS

Cumulative Totals

November 6, 2018

<b>GAVILAN JOINT CCD, TA 3 - GBM</b>  Completed Precincts: 34 of 34  EDWIN DIAZ 6,675 66.99% WALTER A. GLINES 3,289 33.01%	<b>MILPITAS UNIFIED SD - GBM</b>  Number to Vote For: 3 Completed Precincts: 39 of 39  AMIN FAZAL 6,070 17.14%	<b>MORGAN HILL UNIFIED SD, TA 4 - GBM</b>  Completed Precincts: 7 of 7  ROBERT GUYNIN 375 12.43%
<b>SAN JOSE-EVERGREEN CCD, TA 2 - GBM</b>  Completed Precincts: 55 of 55  KAREN MARTINEZ 7,543 36.98% PAULA QUINTERO 6,442 31.58% SCOTT HUNG PHAM 6,414 31.44%	<b>MORGAN HILL UNIFIED SD, TA 5 - SHORT TERM - GBM</b>  Completed Precincts: 17 of 17  VANESSA SUTTER 1,886 60.24% ANGELICA DIAZ 1,245 39.76%	<b>PALO ALTO UNIFIED SD - GBM</b>  Number to Vote For: 2 Completed Precincts: 47 of 47  KEN DAUBER 14,474 27.05% SHOUNAK DHARAP 12,445 23.26% STACEY ASHLUND 11,302 21.12% KATHY JORDAN 10,980 20.52% ALEX SCHARF 3,933 7.35% CHRISTOPHER BOYD 370 0.69%
<b>SAN JOSE-EVERGREEN CCD, TA 4 - GBM</b>  Completed Precincts: 59 of 59  MARIA R. FUENTES 14,669 52.56% HUONG NGUYEN 13,241 47.44%	<b>MORGAN HILL UNIFIED SD, TA 1 - GBM</b>  Completed Precincts: 14 of 14  WENDY SULLIVAN 1,479 38.47% PETER MANDEL 1,361 35.40% EMMA NUNEZ 1,005 26.14%	<b>SAN JOSE UNIFIED SD, TA 2 - GBM</b>  Completed Precincts: 39 of 39  JOSE MAGANA 7,314 42.93% HELEN CHAPMAN 6,803 39.93% PETER ALLEN 2,167 12.72% ROUMEN BOYADJIEV 752 4.41%
<b>YOSEMITE CCD, TA 4 - GBM</b>  Completed Precincts: 1 of 1  ANNE DEMARTINI 23 67.65% PENNY WILLIAMS 11 32.35%	<b>MORGAN HILL UNIFIED SD, TA 2 - GBM</b>  Completed Precincts: 16 of 16  JOHN T. HORNER 1,284 38.04% TARA BEVINGTON 1,255 37.19% ENRIQUE NAVARRO-DONNELLAN 467 13.84% JAMES B. DILL 369 10.93%	<b>SAN JOSE UNIFIED SD, TA 4 - GBM</b>  Completed Precincts: 27 of 27  BRIAN WHEATLEY 8,375 56.63% MICHAEL MELILLO 6,413 43.37%
<b>MILPITAS UNIFIED SD - GBM</b>  Number to Vote For: 3 Completed Precincts: 39 of 39  KELLY YIP-CHUAN 10,071 28.44% CHRIS NORWOOD 9,856 27.83% MICHAEL TSAI 9,414 26.58%	<b>MORGAN HILL UNIFIED SD, TA 4 - GBM</b>  Completed Precincts: 7 of 7  CAROL GITTENS 1,590 52.72% JILL PROVENCAL 1,051 34.85%	

## OFFICIAL FINAL RESULTS

Cumulative Totals

November 6, 2018

<b>SANTA CLARA UNIFIED SD, TA 2 - GBM</b>  Number to Vote For: 2  Completed Precincts: 66 of 66  VICKIE FAIRCHILD 21,886 43.07% JODI MUIRHEAD 21,015 41.36% ASHISH MANGLA 7,914 15.57%	<b>LOS GATOS-SARATOGA JOINT UNION HIGH SD - GBM</b>  Number to Vote For: 3  Completed Precincts: 76 of 76  CYNTHIA CHANG 15,386 35.63% DAVID GUIDRY 9,875 22.87% PETER L. HERTAN 9,614 22.27% DENISE RAMON HERRERA 8,304 19.23%	<b>CAMBRIAN SCHOOL DISTRICT - GBM</b>  Number to Vote For: 3  Completed Precincts: 21 of 21  JAROD MIDDLETON 5,642 29.32% CAROL PRESUNKA 4,757 24.72% RANDY SCOFIELD 4,674 24.29% TERESA CALVERT 4,170 21.67%
<b>CAMPBELL UNION HIGH SCHOOL DISTRICT - GBM</b>  Number to Vote For: 3  Completed Precincts: 128 of 128  KRISTIINA ARRASMITH 44,953 32.77% STACEY BROWN 43,069 31.40% ROBERT VARICH 28,178 20.54% BASIL SALEH 20,971 15.29%	<b>MOUNTAIN VIEW-LOS ALTOS UNION HIGH SD - GBM</b>  Number to Vote For: 3  Completed Precincts: 68 of 68  FIONA WALTER 25,792 30.57% DEBBIE TOROK 23,360 27.69% CATHERINE J. VONNEGUT 20,918 24.80% STEVEN E. NELSON 14,288 16.94%	<b>CUPERTINO SCHOOL DISTRICT - GBM</b>  Number to Vote For: 3  Completed Precincts: 76 of 76  LORI CUNNINGHAM 28,675 32.97% JERRY LIU 26,332 30.28% SATHEESH KUMAR MADHATHIL 18,237 20.97% WIL FLUEWELLING 13,721 15.78%
<b>EAST SIDE UNION HIGH SCHOOL DISTRICT - GBM</b>  Number to Vote For: 3  Completed Precincts: 287 of 287  LORENA CHAVEZ 56,458 20.64% VAN THI LE 41,164 15.05% J. MANUEL HERRERA 40,255 14.72% FRANK BIEHL 39,452 14.42% KRISTIN RIVERS 33,916 12.40% PATRICIA MARTINEZ-ROACH 31,949 11.68% DEREK GRASTY 17,339 6.34% ROBERT IMHOFF 12,996 4.75%	<b>ALUM ROCK UNION SCHOOL DISTRICT - GBM</b>  Number to Vote For: 3  Completed Precincts: 63 of 63  ANDRES QUINTERO 8,740 19.05% LINDA CHAVEZ 6,089 13.27% ERNESTO A. BEJARANO 5,952 12.97% RAYMOND "RAY" MUELLER 5,505 12.00% KHANH TRAN 5,425 11.82% ESAU HERRERA 5,104 11.12% BRENDA ZENDEJAS 4,868 10.61% BRUCE HUYNH 4,197 9.15%	<b>EVERGREEN SCHOOL DISTRICT - GBM</b>  Number to Vote For: 3  Completed Precincts: 56 of 56  CHRISTOPHER CORPUS 14,793 24.15% MARISA HANSON 13,993 22.84% JIM ZITO 12,185 19.89% PATTI ANDRADE 10,289 16.80% BALAJI VENKATRAMAN 10,000 16.32%
<b>FREMONT UNION HIGH SCHOOL DISTRICT - GBM</b>  Number to Vote For: 3  Completed Precincts: 114 of 114  WILLIAM (BILL) WILSON 28,790 20.34% NAOMI NAKANO-MATSUMOTO 28,782 20.34% ROSA KIM 25,160 17.78% MEENA JUTTUKONDA-GAJULA 24,502 17.31% DON SUN 18,670 13.19% BENAIFER DASTOOR 15,630 11.04%	<b>BERRYESSA UNION SCHOOL DISTRICT - GBM</b>  Number to Vote For: 3  Completed Precincts: 41 of 41  DAVID COHEN 13,440 30.77% THELMA BOAC 10,220 23.40% HUGO JIMENEZ 10,067 23.05% LONG NGUYEN 8,542 19.56% JENNIFER IMHOFF 1,403 3.21%	<b>FRANKLIN-MCKINLEY SD, SHORT TERM - GBM</b>  Completed Precincts: 44 of 44  MAIMONA AFZAL BERTA 10,689 66.91% SYLVIA ORNELAS-WISE 5,285 33.09%



## OFFICIAL FINAL RESULTS

Cumulative Totals

GENERAL ELECTION

November 6, 2018

## LOMA PRIETA JOINT UNION SD - GBM

Number to Vote For: 3

Completed Precincts: 6 of 6

DEANA ARNOLD	318	30.20%
BEN ABELN	307	29.15%
RONALD A. BOURQUE	245	23.27%
LEAH ROGERS	183	17.38%

## MOUNTAIN VIEW WHISMAN SD - GBM

Number to Vote For: 2

Completed Precincts: 32 of 32

DEVON CONLEY	11,001	34.56%
ELLEN WHEELER	8,799	27.64%
TAMARA BECHER PATTERSON	6,657	20.91%
GREG COLADONATO	5,373	16.88%

## OAK GROVE SCHOOL DISTRICT, TA 3 - GBM

Completed Precincts: 11 of 11

JORGE PACHECO, JR.	3,295	52.84%
DENNIS D. HAWKINS	2,563	41.10%
KAUSHIK C. JOGLEKAR	378	6.06%

## LOMA PRIETA JOINT UNION SD, SHORT TERM - GBM

Completed Precincts: 6 of 6

MARCO V. MENENDEZ	181	43.41%
LILA JONES TURKALJ	161	38.61%
KEVIN HAGEDORN	75	17.99%

## MOUNT PLEASANT SCHOOL DISTRICT - GBM

Number to Vote For: 3

Completed Precincts: 18 of 18

BRENDA SERRANO	2,329	21.30%
BETTY MARTINEZ	1,986	18.17%
ROBERT (BOB) RAMIREZ	1,599	14.63%
GAIL TREMAINE	1,398	12.79%
BALTAZAR LOPEZ	1,371	12.54%
YESENIA PINEDA MORENO	1,242	11.36%
JESSE ESQUIVEL	1,008	9.22%

## OAK GROVE SCHOOL DISTRICT, TA 5 - GBM

Completed Precincts: 14 of 14

BRIAN LOBUE	3,331	55.70%
ROBERTO PLAMENCO	1,411	23.60%
CAROLYN M. BAUER	1,238	20.70%

## LOS ALTOS SCHOOL DISTRICT - GBM

Number to Vote For: 3

Completed Precincts: 36 of 36

BRYAN JOHNSON	13,165	31.43%
VLADIMIR G. IVANOVIC	11,046	26.37%
VAISHALI "SHALI" SIRKAY	9,757	23.29%
YING LIU	7,917	18.90%

## NORTH COUNTY JOINT UNION SD - GBM

Number to Vote For: 2

Completed Precincts: 1 of 1

CINDY KING	28	42.42%
TED BRIAN ZANELLA	23	34.85%
EDUARDO NAVARRO	15	22.73%

## ORCHARD SCHOOL DISTRICT - GBM

Number to Vote For: 3

Completed Precincts: 8 of 8

JEFF TANG	1,539	28.88%
STEPHANIE HILL	1,420	26.65%
JOSEPH J. ZANONE	1,188	22.29%
NIDA MORAGAS SPETTER	1,182	22.18%

## LUTHER BURBANK SCHOOL DISTRICT - GBM

Number to Vote For: 3

Completed Precincts: 4 of 4

NORMA CASTANEDA	566	32.32%
VINCENT ROBINSON	292	16.68%
ADRIANA RODRIGUEZ RIOS	249	14.22%
GUADALUPE REYES	230	13.14%
ERICKA JAZMIN GUZMAN	223	12.74%
CHRIS PULA	191	10.91%

## OAK GROVE SCHOOL DISTRICT, TA 2 - GBM

Completed Precincts: 10 of 10

TAMI C. MOORE	2,233	50.16%
DIEGO ALFREDO MARTINEZ	2,219	49.84%

## SARATOGA UNION SCHOOL DISTRICT - GBM

Number to Vote For: 3

Completed Precincts: 32 of 32

CYNTHIA MILLER	6,079	34.27%
PHYLLIS TUNG	4,561	25.71%
ERIC CAO	4,085	23.03%
RESHMA HYDER	3,015	17.00%

## OFFICIAL FINAL RESULTS

Cumulative Totals

GENERAL ELECTION

November 6, 2018

<b>SUNNYVALE SCHOOL DISTRICT - GBM</b>  Number to Vote For: 3  Completed Precincts: 37 of 37  MICHELLE MAGINOT 12,209 29.07% BRIDGET WATSON 11,656 27.75% JEFF ARNETT 9,299 22.14% ANITA HERRMANN 8,841 21.05%	<b>CITY OF CAMPBELL - COUNCIL MEMBER</b>  Number to Vote For: 3  Completed Precincts: 23 of 23  ELIZABETH "LIZ" GIBBONS 8,323 26.02% PAUL RESNIKOFF 7,128 22.29% ANNE COYNE BYBEE 6,564 20.52% ANNE SOUZA 5,916 18.50% DARAIUS R. SORABJI 4,051 12.67%	<b>CITY OF LOS ALTOS - COUNCIL MEMBER</b>  Number to Vote For: 2  Completed Precincts: 22 of 22  NEYSA FLIGOR 8,359 32.81% ANITA ENANDER 5,154 20.23% JEAN (JOHN) H. MORDO 5,023 19.72% NANCY BREMEAU 4,682 18.38% TERESA MORRIS 2,259 8.87%
<b>UNION SCHOOL DISTRICT - GBM</b>  Number to Vote For: 3  Completed Precincts: 30 of 30  SHEILA BILLINGS 10,692 35.26% DOUGLAS EVANS 7,598 25.06% THOMAS E. ROSSMEISL 7,073 23.32% STEVE STOUT 4,961 16.36%	<b>CITY OF CUPERTINO - COUNCIL MEMBER</b>  Number to Vote For: 3  Completed Precincts: 30 of 30  DARCY PAUL 9,518 18.09% LIANG-FANG "LIANG" CHAO 8,529 16.21% JON ROBERT WILLEY 7,400 14.06% SAVITA VAIDHYANATHAN 7,355 13.98% HUNG WEI 7,116 13.52% ORRIN MAHONEY 6,580 12.51% TARA SREEKRISHNAN 4,937 9.38% TIM GORSULOWSKY 1,181 2.24%	<b>TOWN OF LOS ALTOS HILLS - COUNCIL MEMBER</b>  Number to Vote For: 2  Completed Precincts: 8 of 8  KAVITA TANKHA 3,015 45.95% GEORGE K. TYSON 2,013 30.68% NEIL FERRARI 1,534 23.38%
<b>COUNTY SUPERVISOR, DISTRICT 4</b>  Completed Precincts: 199 of 199  SUSAN ELLENBERG 65,227 59.21% DON ROCHA 44,942 40.79%	<b>CITY OF GILROY - COUNCIL MEMBER</b>  Number to Vote For: 3  Completed Precincts: 25 of 25  MARIE BLANKLEY 8,938 25.25% PETER LEROE-MUNOZ 6,624 18.71% DION BRACCO 6,527 18.44% TOM FISCHER 5,539 15.65% REID LERNER 4,180 11.81% TIM RENGGLI 3,589 10.14%	<b>TOWN OF LOS GATOS - COUNCIL MEMBER</b>  Number to Vote For: 3  Completed Precincts: 26 of 26  ROB RENNIE 9,108 31.12% MARICO SAYOC 8,325 28.45% STEVEN LEONARDIS 7,428 25.38% LARRY MAGGIO 4,406 15.05%
<b>SHERIFF</b>  Completed Precincts: 1,098 of 1,098  LAURIE SMITH 294,500 55.74% JOHN HIROKAWA 233,877 44.26%	<b>CITY OF GILROY, SHORT TERM - COUNCIL MEMBER</b>  Completed Precincts: 25 of 25  CAROL MARQUES 8,693 59.30% DANIEL HARNEY 5,966 40.70%	<b>CITY OF MILPITAS - MAYOR</b>  Completed Precincts: 33 of 33  RICH TRAN 8,928 48.02% JOSE 'JOE' ESTEVES 4,758 25.59% BOB NUNEZ 3,460 18.61% VOLTAIRE S. MONTEMAYOR 787 4.23% YOON IL LEE 659 3.54%

## OFFICIAL FINAL RESULTS

Cumulative Totals

GENERAL ELECTION

November 6, 2018

## CITY OF MILPITAS - COUNCIL MEMBER

Number to Vote For: 2

Completed Precincts: 33 of 33

CARMEN MONTANO	5,898	19.50%
KARINA DOMINGUEZ	5,748	19.01%
GARRY BARBADILLO	5,057	16.72%
MARSHA GRILLI	4,406	14.57%
VAN LAN TRUONG	3,297	10.90%
SURAJ "SUN" VISWANATHAN	2,240	7.41%
ROBERT MARINI	1,900	6.28%
TIMOTHY ALCORN	1,694	5.60%

## CITY OF MONTE SERENO - COUNCIL MEMBER

Number to Vote For: 3

Completed Precincts: 5 of 5

LIZ LAWLER	897	22.73%
SHAWN LEUTHOLD	895	22.68%
JAVED I. ELLAHIE	735	18.63%
EVERT WOLSHEIMER	670	16.98%
BENJAMIN MACLEAN	390	9.88%
RONALD LESNIAK	359	9.10%

## CITY OF MORGAN HILL - MAYOR

Completed Precincts: 27 of 27

RICH CONSTANTINE	7,243	46.51%
GREG SELLERS	6,642	42.65%
KIRK R. BERTOLET	1,688	10.84%

## CITY OF MORGAN HILL, DISTRICT B - COUNCIL MEMBER

Completed Precincts: 8 of 8

YVONNE MARTINEZ BELTRAN	1,766	52.83%
MATT LOEWENSTEIN	936	28.00%
KEN MURRAY	641	19.17%

## CITY OF MORGAN HILL, DISTRICT D - COUNCIL MEMBER

Completed Precincts: 8 of 8

JOHN K. MCKAY	1,687	37.06%
JULIE MAKRAI HUTCHESON	1,641	36.05%
MARILYN LIBRERS	1,224	26.89%

## CITY OF MOUNTAIN VIEW - COUNCIL MEMBER

Number to Vote For: 3

Completed Precincts: 35 of 35

ELLEN KAMEI	11,916	19.00%
LUCAS RAMIREZ	11,397	18.17%
ALISON HICKS	11,129	17.74%
PAT SHOWALTER	11,032	17.59%
LEONARD M. "LENNY" SIEGEL	9,929	15.83%
JOHN INKS	7,319	11.67%

## CITY OF PALO ALTO - COUNCIL MEMBER

Number to Vote For: 3

Completed Precincts: 42 of 42

ALISON CORMACK	18,581	28.57%
TOM DUBOIS	15,454	23.76%
ERIC FILSETH	14,865	22.86%
CORY WOLBACH	11,692	17.98%
PAT BOONE	4,446	6.84%

## CITY OF SAN JOSE, DISTRICT 7 - COUNCIL MEMBER

Completed Precincts: 41 of 41

MAYA ESPARZA	11,165	54.15%
TAM NGUYEN	9,452	45.85%

## CITY OF SAN JOSE, DISTRICT 9 - COUNCIL MEMBER

Completed Precincts: 55 of 55

PAM FOLEY	15,930	50.82%
KALEN GALLAGHER	15,414	49.18%

## CITY OF SANTA CLARA - MAYOR

Completed Precincts: 55 of 55

LISA M. GILLMOR	23,334	74.17%
ANTHONY J. BECKER	8,127	25.83%

## CITY OF SANTA CLARA, DISTRICT 2 - COUNCIL MEMBER

Completed Precincts: 10 of 10

RAJ CHAHAL	2,690	53.35%
NANCY A. BIAGINI	1,859	36.87%
MARIO BOUZA	493	9.78%

## CITY OF SANTA CLARA, DISTRICT 3 - COUNCIL MEMBER

Completed Precincts: 8 of 8

KAREN HARDY	3,578	71.22%
SRINIVASAN SAMBATHKUMAR	1,446	28.78%

## CITY OF SANTA CLARA, SHORT TERM - CITY CLERK

Completed Precincts: 55 of 55

HOSAM HAGGAG	7,079	25.01%
ROBERT J. O'KEEFE	6,662	23.54%
ROSEANN LACOURSIERE	4,952	17.50%

## OFFICIAL FINAL RESULTS

Cumulative Totals

November 6, 2018

<b>CITY OF SANTA CLARA, SHORT TERM - CITY CLERK</b>  Completed Precincts: 55 of 55  PETA ROBERTS 4,231 14.95% CHRISTOPHER R. STAMPOLIS 3,604 12.73% THOMAS MACDEVITT 1,776 6.27%	<b>CITY OF SUNNYVALE, SEAT 3 - COUNCIL MEMBER</b>  Completed Precincts: 65 of 65  MASON FONG 20,230 55.12% JOHN CORDES 16,473 44.88%	<b>MIDPENINSULA REGIONAL OPEN SPACE DIST, #5-DIRECTOR</b>  Completed Precincts: 39 of 39  GREG SCHARFF 6,215 29.85%
<b>CITY OF SARATOGA - COUNCIL MEMBER</b>  Number to Vote For: 3 Completed Precincts: 26 of 26  RISHI KUMAR 9,859 29.62% MARY-LYNNE BERNALD 8,321 25.00% YAN ZHAO 6,888 20.70% CORINNE VITA 4,612 13.86% ANJALI KAUSAR 3,600 10.82%	<b>SANTA CLARA VALLEY WATER, DISTRICT 6 - DIRECTOR</b>  Completed Precincts: 118 of 118  TONY ESTREMER 26,131 56.15% OMAR TORRES 20,404 43.85%	<b>SANTA CLARA VALLEY OPEN SPACE AUTHORITY - DIRECTOR</b>  Completed Precincts: 74 of 74  MIKE POTTER 19,446 64.54% ANTHONY MACIAS 10,684 35.46%
<b>CITY OF SUNNYVALE, SEAT 1 - COUNCIL MEMBER</b>  Completed Precincts: 65 of 65  GUSTAV LARSSON 22,316 60.38% HENRY ALEXANDER, III 14,646 39.62%	<b>EL CAMINO HEALTHCARE DISTRICT - DIRECTOR</b>  Number to Vote For: 2 Completed Precincts: 109 of 109  PETER C. FUNG 37,880 38.18% GEORGE O. TING 36,674 36.97% MIKE KASPERZAK 16,637 16.77% JAMES DAVIS 8,019 8.08%	<b>RANCHO RINCONADA REC AND PARK DISTRICT - DIRECTOR</b>  Number to Vote For: 2 Completed Precincts: 2 of 2  SOPHIA BADILLO 649 38.18% STEVEN M. WESOLOWSKI 619 36.41% JORDAN DANIEL ELDRIDGE 432 25.41%
<b>CITY OF SUNNYVALE, SEAT 2 - COUNCIL MEMBER</b>  Completed Precincts: 65 of 65  GLENN HENDRICKS 20,639 56.06% JOSH GROSSMAN 16,178 43.94%	<b>MIDPENINSULA REGIONAL OPEN SPACE DIST, #1-DIRECTOR</b>  Completed Precincts: 101 of 101  PETE SIEMENS 24,030 65.99% MIKE BUNCIC 12,382 34.01%	<b>PROPOSITION 1 - HOUSING ASSISTANCE BONDS</b>  Completed Precincts: 1,098 of 1,098  YES 357,419 59.85% NO 239,756 40.15%
	<b>MIDPENINSULA REGIONAL OPEN SPACE DIST, #5-DIRECTOR</b>  Completed Precincts: 39 of 39  KAREN HOLMAN 14,603 70.15%	<b>PROPOSITION 2 - MENTAL HEALTH SERVICES ACT AMEND</b>  Completed Precincts: 1,098 of 1,098  YES 395,151 66.06% NO 203,041 33.94%

## OFFICIAL FINAL RESULTS

Cumulative Totals

November 6, 2018

<b>PROPOSITION 3 - WATER QUALITY INITIATIVE</b>  Completed Precincts: 1,098 of 1,098  YES 313,841 53.04% NO 277,861 46.96%	<b>PROPOSITION 8 - OUTPATIENT DIALYSIS CLINIC BILLING</b>  Completed Precincts: 1,098 of 1,098  NO 322,779 55.04% YES 263,653 44.96%	<b>MEASURE C-CITY OF LOS ALTOS-GENERAL PLAN AMENDMENT</b>  Completed Precincts: 22 of 22  NO 8,542 53.04% YES 7,562 46.96%
<b>PROPOSITION 4 - CHILDRENS HOSPITAL BONDS</b>  Completed Precincts: 1,098 of 1,098  YES 379,578 63.92% NO 214,273 36.08%	<b>PROPOSITION 10 - LOCAL RENT CONTROL</b>  Completed Precincts: 1,098 of 1,098  NO 337,601 56.33% YES 261,691 43.67%	<b>MEASURE D-CITY OF LOS ALTOS-TRANS OCCUPANCY TAX</b>  Completed Precincts: 22 of 22  YES 9,141 58.94% NO 6,369 41.06%
<b>PROPOSITION 5 - PROPERTY TAX TRANSFER INITIATIVE</b>  Completed Precincts: 1,098 of 1,098  NO 350,829 59.71% YES 236,749 40.29%	<b>PROPOSITION 11 - AMBULANCE INITIATIVE</b>  Completed Precincts: 1,098 of 1,098  YES 361,363 61.24% NO 228,702 38.76%	<b>MEASURE E-CITY OF PALO ALTO-TRANS OCCUPANCY TAX</b>  Completed Precincts: 42 of 42  YES 20,547 68.96% NO 9,249 31.04%
<b>PROPOSITION 6 - TRANSPORTATION FUNDING INITIATIVE</b>  Completed Precincts: 1,098 of 1,098  NO 406,249 68.20% YES 189,463 31.80%	<b>PROPOSITION 12 - FARM ANIMAL CONFINEMENT</b>  Completed Precincts: 1,098 of 1,098  YES 399,445 67.60% NO 191,468 32.40%	<b>MEASURE F-CITY OF PALO ALTO-HEALTH CARE COSTS INIT</b>  Completed Precincts: 42 of 42  AGAINST THE ORDINANCE 22,463 76.49% FOR THE ORDINANCE 6,905 23.51%
<b>PROPOSITION 7 - CHANGE TO DAYLIGHT SAVINGS TIME</b>  Completed Precincts: 1,098 of 1,098  YES 345,793 58.76% NO 242,696 41.24%	<b>MEASURE A-COUNTY OF SANTA CLARA-SALES TAX</b>  Completed Precincts: 1,098 of 1,098  YES 433,171 74.20% NO 150,582 25.80%	<b>MEASURE G-TOWN OF LOS GATOS-GENERAL REVENUE TAX</b>  Completed Precincts: 26 of 26  YES 8,062 54.65% NO 6,691 45.35%

## OFFICIAL FINAL RESULTS

Cumulative Totals

November 6, 2018

<b>MEASURE H-CITY OF MORGAN HILL-TRANS OCCUPANCY TAX</b>  Completed Precincts: 27 of 27  YES 13,008 79.23% NO 3,409 20.77%	<b>MEASURE M-CITY OF SANTA CLARA-CANNABIS TAX</b>  Completed Precincts: 55 of 55  YES 25,613 76.68% NO 7,789 23.32%	<b>MEASURE R-CITY OF MILPITAS-TRANSIENT OCCUPANCY TAX</b>  Completed Precincts: 33 of 33  YES 12,552 67.76% NO 5,971 32.24%
<b>MEASURE I-CITY OF MORGAN HILL-CANNABIS TAX</b>  Completed Precincts: 27 of 27  YES 12,765 79.06% NO 3,380 20.94%	<b>MEASURE N-CITY OF SANTA CLARA-CHARTER AMENDMENT</b>  Completed Precincts: 55 of 55  YES 21,902 70.40% NO 9,208 29.60%	<b>MEASURE S-CITY OF SAN JOSE-CONSTRUCTION CONTRACTS</b>  Completed Precincts: 501 of 501  YES 218,424 79.48% NO 56,377 20.52%
<b>MEASURE J-CITY OF MORGAN HILL-APPOINTIVE POSITIONS</b>  Completed Precincts: 27 of 27  YES 9,437 61.92% NO 5,804 38.08%	<b>MEASURE O-CITY OF CAMPBELL-GENERAL OBLIGATION BOND</b>  Completed Precincts: 23 of 23  YES 11,071 69.60% NO 4,836 30.40%	<b>MEASURE T-CITY OF SAN JOSE-PUBLIC SAFETY BOND</b>  Completed Precincts: 501 of 501  YES 197,110 70.95% NO 80,687 29.05%
<b>MEASURE K-CITY OF SUNNYVALE-TRANS OCCUPANCY TAX</b>  Completed Precincts: 65 of 65  YES 32,743 78.53% NO 8,951 21.47%	<b>MEASURE P-CITY OF MOUNTAIN VIEW-BUSINESS TAX</b>  Completed Precincts: 35 of 35  YES 19,011 71.05% NO 7,747 28.95%	<b>MEASURE U-CITY OF SAN JOSE-SALARY ADJUSTMENTS</b>  Completed Precincts: 501 of 501  YES 232,246 85.93% NO 38,034 14.07%
<b>MEASURE L-CITY OF SUNNYVALE-CHARTER AMENDMENT</b>  Completed Precincts: 65 of 65  YES 28,163 71.38% NO 11,290 28.62%	<b>MEASURE Q-CITY OF MOUNTAIN VIEW-CANNABIS TAX</b>  Completed Precincts: 35 of 35  YES 21,694 81.42% NO 4,952 18.58%	<b>MEASURE V-CITY OF SAN JOSE-AFFORDABLE HOUSING BOND</b>  Completed Precincts: 501 of 501  YES 177,525 64.01% NO 99,816 35.99%

## OFFICIAL FINAL RESULTS

Cumulative Totals

November 6, 2018

<b>MEASURE W-WEST VALLEY-MISSION CCD-SCHOOL BOND</b>  Completed Precincts: 269 of 269  BONDS YES 83,285 60.46% BONDS NO 54,477 39.54%	<b>MEASURE BB-SANTA CLARA UNIFIED SD-SCHOOL BOND</b>  Completed Precincts: 66 of 66  BONDS YES 27,512 67.35% BONDS NO 13,339 32.65%	<b>MEASURE JJ-MOUNT PLEASANT SD-SCHOOL BOND</b>  Completed Precincts: 18 of 18  BONDS YES 3,932 70.33% BONDS NO 1,659 29.67%
<b>MEASURE X-GAVILAN JOINT CCD-SCHOOL BOND</b>  Completed Precincts: 120 of 120  BONDS YES 26,799 62.47% BONDS NO 16,103 37.53%	<b>MEASURE CC-FREMONT UNION HIGH SD-SCHOOL BOND</b>  Completed Precincts: 114 of 114  BONDS YES 44,844 64.61% BONDS NO 24,566 35.39%	
<b>MEASURE Y-PALO ALTO UNIFIED SD-TERM LIMITS</b>  Completed Precincts: 47 of 47  YES 24,009 73.19% NO 8,796 26.81%	<b>MEASURE EE-EVERGREEN SD-PARCEL TAX</b>  Completed Precincts: 56 of 56  YES 21,009 70.21% NO 8,916 29.79%	
<b>MEASURE Z-PALO ALTO UNIFIED SD-SCHOOL BOND</b>  Completed Precincts: 47 of 47  BONDS YES 23,013 69.36% BONDS NO 10,166 30.64%	<b>MEASURE GG-SUNNYVALE SD-SCHOOL BOND</b>  Completed Precincts: 37 of 37  BONDS YES 15,771 70.92% BONDS NO 6,466 29.08%	
<b>MEASURE AA-MILPITAS UNIFIED SD-SCHOOL BOND</b>  Completed Precincts: 39 of 39  BONDS YES 13,479 71.41% BONDS NO 5,397 28.59%	<b>MEASURE HH-LUTHER BURBANK SD-SCHOOL BOND</b>  Completed Precincts: 4 of 4  BONDS YES 668 69.22% BONDS NO 297 30.78%	



# City of Santa Clara

The Center of What's Possible

**Mayor**

**Lisa M. Gillmor**

**Councilmembers**

Raj Chahal  
Debi Davis  
Karen Hardy  
Patricia M. Mahan  
Teresa O'Neill  
Kathy Watanabe

January 7, 2020

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

Dear City Council:

On January 15, 2019, the City Council adopted Resolution No. 19-8650, pursuant to Section 705 of the City Charter, establishing a procedure for the selection of Vice Mayor (Mayor Pro Tempore) and Chaplain for a calendar year.

Per the resolution, the City Council shall select a Vice Mayor by majority vote of a quorum of the City Council, with the selection scheduled to take place at a City Council meeting at the beginning of each calendar year. The resolution also states that the Vice Mayor shall be the Councilmember with the highest seniority in consecutive years on the Council, who has not previously served as Vice Mayor and that the Councilmember serving as Chaplain shall be the most recent outgoing Vice Mayor. Per the procedure established by Resolution No. 19-8650, Councilmember Karen Hardy is eligible to serve as Vice Mayor and Vice Mayor Patricia M. Mahan is eligible to serve as Chaplain.

It is my honor to recommend that the City Council appoint Vice Mayor Patricia M. Mahan to the position of Chaplain for approximately one year until the appointment of a successor Chaplain in January 2021. Vice Mayor Mahan has over nineteen years of City Council experience, having previously served as a Councilmember, Vice Mayor, and Mayor, and I am confident that she will capably fulfill the duties of Chaplain.

Sincerely,

Lisa M. Gillmor  
Mayor  
City of Santa Clara





## Agenda Report

20-1456

Agenda Date: 1/14/2020

### REPORT TO COUNCIL

#### **SUBJECT**

Action on Agreements with 3fold Communications LLC; Circlepoint, and Singer Associates Inc. for Communications Consulting Services [Council Pillar: Enhance Community Engagement and Transparency]

#### **BACKGROUND**

At the March 20, 2019 Economic Development, Communications, and Marketing (Committee) meeting, Mayor Gillmor provided a memo (Attachment 1) to the Committee regarding the hiring of a consultant to support proactive communications and marketing of local activities with the goal of more resident awareness of municipal services and activities. That meeting provided an opportunity for the Committee members to begin to discuss interest in augmenting communications resources to improve communications with the community about City activities.

In addition to the memo provided by the Mayor, the City Council as a whole, expressed interest in more proactive communication and increased storytelling consistent with Council's priority of enhancing community engagement and transparency. As a result, the Council approved the Committee's recommendation and approved and directed staff to procure communication services. Funds were appropriated during the FY 2019/20 Budget for this purpose.

The Communications Office, a division within the City Manager's Office, is the hub of communications for the City and maintains consistency, focus and direction across all platforms to share the City's unique story, services and programs. Through a matrix environment, the Communications Office leads Citywide communications, establishes standard operating procedures and policies for communications, develops strategies for internal and external communications, and drives the use of technology and digital media to further enhance community and stakeholder relationships. The office currently consists of a Director of Communications, a Communications Coordinator and an as-needed multimedia services team. The recruitment for a Communications & Outreach Manager is anticipated to be completed in early 2020.

These new services will enhance staff's ability to continue to implement Council's communication priorities.

#### **DISCUSSION**

As a result of the direction received from the Committee, and subsequently City Council, the City released a Statement of Qualifications (SOQ) on September 11, 2019 soliciting proposals from qualified firms to develop, plan, enhance and implement new communications programs. Staff returned to the Committee in the fall and winter of 2019 with updates on the status of the SOQ.

A total of 132 companies viewed the SOQ, and seven proposals were received from the following firms:

- 3fold Communications, LLC (Sacramento, CA)
- Articulate Solutions, Inc. (Gilroy, CA)
- Atomic Dumpling (Beaverton, OR)
- Circlepoint (Oakland, CA)
- PRxDigital (San Jose, CA)
- Riff City Strategies, Inc. (San Francisco, CA)
- Singer Associates, Inc. (San Francisco, CA)

### Proposal Evaluation Process

Proposals were evaluated and scored independently by a three-member evaluation with representation from the City Manager and Communications offices against the criteria and weights demonstrated in the table below.

**SOQ Evaluation Weights**

<b>Evaluation Criteria</b>	<b>Phase 1 Weight</b>	<b>Phase 2 Weight</b>
Firm/Staff Qualifications	40%	//////////
Project Approach	20%	//////////
Portfolio / References	20%	//////////
Fee Structure	20%	30%
Oral Interview	//////////	70%
Total	100%	100%

*In Phase 1*, factors such as number of years the firm has been providing communications and marketing consulting services, qualifications of key personnel assigned to the project, service delivery approach, quality of previous work, and fee structure were considered. Earning the highest points, 3fold Communications, Circlepoint, and Singer Associates advanced to Phase 2 of the evaluation process.

*In Phase 2*, the proposed project team members from the three firms were invited to oral interviews to demonstrate how they will ensure communication strategies are tailored to Santa Clara, transform complex topics into easy-to-read communications for target audience, use storytelling to achieve communication objectives, and measure the success of communication strategies.

### Conclusion:

The evaluation team recommends entering into agreements with the top three ranked proposers. Three firms will provide the City with greater depth both in areas of expertise and staffing, thus allowing the City flexibility to leverage expertise from different firms and individuals to better address

specific requirements.

The two new firms will be introduced at the second day of the City Council Priority Setting Session on January 31, 2020. They will be prepared to provide an overview of each team and to engage with the Council on upcoming 2020 priorities.

It should be noted that Singer Associates is currently under contract with the City and the Santa Clara Stadium Authority. These agreements will term-out on June 30, 2020 and Singer Associates has agreed that these agreements shall remain in effect through that time.

### **ENVIRONMENTAL REVIEW**

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

### **FISCAL IMPACT**

The FY 2019/20 Adopted Budget includes \$200,000 for communications consultant services. These funds are allocated to support city-wide communications services and are anticipated to be sufficient to cover expenses from the recommended contracts through FY 2019/20 with savings carried over to FY 2020/21. Funding in future years are subject to appropriation of funds.

### **COORDINATION**

This report has been coordinated with the Finance Department.

### **PUBLIC CONTACT**

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

### **RECOMMENDATION**

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

Reviewed by: Lenka Wright, Director of Communications

Approved by: Deanna J. Santana, City Manager

**ATTACHMENTS**

1. Memo to EDCM Committee March 2019
2. Agreement between City of Santa Clara and 3fold Communications, LLC
3. Agreement between City of Santa Clara and Circlepoint
4. Resolution

March 20, 2019

To: City Manager Deanna Santana  
Councilwoman Debi Davis, Economic Development, Communications, Marketing  
Committee Chair, Councilwoman Kathy Watanabe, Committee Member

From: Mayor Lisa Gillmor, Economic Development, Communications, Marketing  
Committee Member

SUBJECT: ECONOMIC DEVELOPMENT, COMMUNICATIONS, MARKETING COMMITTEE  
CONSULTANT

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As we prepare for 2019, I have reviewed the following purpose of our committee:

**The Economic Development, Communications, and Marketing Committee was established by Council action on February 5, 2019, to consolidate the Economic Development Committee and the Marketing Committee. The Committee focuses proactive economic development and effective communication, as well as reviews the City's marketing and branding strategies.**

With that in mind, I believe our committee should seek the services of a consultant. While City staff has some of the necessary expertise to assist our committee, no single person has the ability to coordinate the various duties of our committee. Also, I believe it would be more cost-effective to identify a consultant to assist our committee rather than draw personnel from multiple departments to assist us. We all understand that the TID will be engaged in marketing efforts soon. Our work will be different but complementary to their efforts.

I recommend identifying and hiring a consultant who has the following skill sets:

1. Economic Development -- Consultant should have experience with economic development for the public sector (local government) particularly in the area of corporate recruitment and the promotion of local businesses.
2. Communications -- Consultant should have experience with communications for the public sector (local government). Website and newsletter expertise would be a major plus.
3. Marketing -- Consultant should have experience with marketing for the public sector (local government). Advertising and social media expertise would be helpful.

I suggest that we direct City staff to evaluate the most expedient way to identify and hire a consultant either through an RFQ or RFP process. Then return to our committee next month with the plan with a goal of retaining a consultant in the next 90 days.

**AGREEMENT FOR SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
3FOLD COMMUNICATIONS, LLC**

**PREAMBLE**

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and 3fold Communications, LLC, a California limited liability company (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**

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 January 15, 2020 and terminate on January 14, 2023.

**3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE**

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

**4. WARRANTY**

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

**5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE**

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

**6. COMPENSATION AND PAYMENT**

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is One Hundred Thousand Dollars (\$100,000) 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.

## **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: Office of the City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
and by e-mail at [LWright@santaclaraca.gov](mailto:LWright@santaclaraca.gov), and  
[manager@santaclaraca.gov](mailto:manager@santaclaraca.gov)

And to Contractor addressed as follows:

3fold Communications, LLC  
Attention: Jamie Von Sossan  
2031 K Street  
Sacramento, CA 95811  
and by e-mail at [jamie@3foldcomm.com](mailto:jamie@3foldcomm.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:

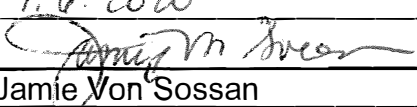
Dated: \_\_\_\_\_

\_\_\_\_\_  
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"

**3FOLD COMMUNICATIONS, LLC**  
a California limited liability company

Dated: 1.6.2020  
By (Signature):   
Name: Jamie Von Sossan  
Title: CEO  
Principal Place of Business Address: 2031 K Street  
Sacramento, CA 95811  
Email Address: jamie@3foldcomm.com  
Telephone: (916) 442-1394 ext. 117  
Fax: \_\_\_\_\_

"CONTRACTOR"

## **EXHIBIT A**

### **SCOPE OF SERVICES**

The Services to be performed for the City by the Consultant under this Agreement are set forth below.

#### **1. DESCRIPTION OF SERVICES**

- 1.1.** Consultant shall provide professional consulting services to the City on an as-needed basis. Under this agreement, Consultant shall perform the following services (collectively referred to as “Services”):
  - 1.1.1.** Advance community engagement and outreach efforts.
  - 1.1.2.** Develop community outreach and engagement strategies on certain public service/policy topics that require advanced communications.
  - 1.1.3.** Communicate current City initiatives, future City needs, and hot topics requiring community input.
  - 1.1.4.** Create communications plans on specific topics relative to public services or policies that require a high touch and strategic approach.
  - 1.1.5.** Create branding, aligned with the City’s overall brand, for public services and policies that require such approach.
  - 1.1.6.** Propose and implement media-relations strategies that elevate the exposure of the City to identified audiences via local, regional and national news and media organizations.
  - 1.1.7.** May include the production of monthly newsletters or townhall meetings.
  - 1.1.8.** Develop communications strategies to tell the City’s story, highlighting the many great accomplishments and new initiatives.
  - 1.1.9.** Develop informational materials for elections and ballot initiatives to enhance voter awareness and informed voters.
  - 1.1.10.** Assist with media relations.

- 1.1.11. Provide support to staff for Council directives.
- 1.1.12. Assist with overall Citywide communications assistance.
- 1.1.13. Supplement in-house communications.
- 1.1.14. Conduct City communications studies to evaluate organizational structure, benchmark with other cities and provide insights into resource allocation.
- 1.1.15. Survey Santa Clara residents about City communications and brand to set a baseline for evaluating the effectiveness of current communication tactics, perceptions of City brand and communication efforts, and consideration of language access needs of the community. The goal would be to track community awareness trends through the addition of resources and enhanced strategies.

- 1.2. This agreement assumes that City and Consultant will determine actual scope of work for individual projects and/or services as they are identified.

## 2. KEY PERSONNEL

- 2.1. The following personnel are identified as being key in the performance of the Services:

Name	Title	Level
Gordon Fowler	Principal	1
Jeff Ackler	Community Impact Director	2
Carolyn Hopkins-Vasquez	Brand Manager	2

- 2.2. City's request for a Level 1 personnel shall not be delegated to a lower level personnel.
- 2.3. Consultant shall maintain the same key personnel throughout the term of this agreement except for changes in such personnel due to:
  - 2.3.1. City's request to replace such personnel;
  - 2.3.2. The resignation or termination of such personnel or other circumstances outside of Consultant's reasonable control. Consultant shall make all reasonable efforts to assign other qualified personnel, subject to City's approval.



### **3. GENERAL REQUIREMENTS**

- 3.1.** Consultant shall provide own equipment and other materials at Consultant's own expense unless otherwise approved by the City as a reimbursable expense pursuant to Exhibit B.
- 3.2.** City shall be responsible for giving materials and other information that Consultant reasonably requests to perform the Services.

### **4. FEES**

- 4.1.** Any services provided hereunder shall be in accordance with the fees set forth in Exhibit B.

**EXHIBIT B**  
**SCHEDULE OF FEES**

**1. MAXIMUM COMPENSATION**

- 1.1.** The maximum compensation the City will pay the Consultant for all professional fees, costs and expenses provided under this Agreement shall not exceed **One Hundred Thousand Dollars (\$100,000)** during the term of the Agreement.
- 1.2.** Any additional professional fees, costs and expenses requested by the City that would exceed the preceding maximum amount will be addressed in an Amendment to the Agreement. No additional services will be performed unless both Parties execute an Amendment outlining the services requested and the compensation agreed for such services.

**2. FEES**

- 2.1.** Where Services are provided on a time and materials basis, the fees payable for the Services shall be calculated with the fee rates set forth below:

<b>Classification</b>	<b>Hourly Rate</b>
Principal	\$200
Director Community Impact	\$150
Director of Creative Services	\$150
Digital Architect	\$125
Brand Manager	\$125
Sr. Art Director	\$125
Art Director	\$125
Sr. Editor	\$125
Sr. Digital Strategist	\$125
Copywriter	\$100
Production Designer	\$100
Graphic Designer	\$100

- 2.2.** Where Services are provided for a fixed price, the total fees for the Services shall be the amount set out in the applicable scope of work.
- 2.3.** The City will not pay for travel time.

### 3. REIMBURSABLE EXPENSES

Any reimbursement to the Consultant 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.	Telephone and facsimile transmission charges.	No Markup
4.	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%
5.	All actual, documented and reasonable travel expenses that have been approved in advance in writing by City; provided, that such expenses conform to City's standard travel reimbursement policy, a copy of which has been provided to Consultant.	No Markup
6.	Other reimbursable expenses with prior written approval from the City.	As specified, not to exceed 10%

### 4. INVOICING

- 4.1. If time and materials is the basis of compensation, then Consultant will base its invoice on the hours, professional fees, costs, and charges associated with the Services completed during the invoice period. If Consultant is entitled to reimbursable expenses, the invoice will include such expenses and/or costs associated with the Services completed during the invoice period.
- 4.2. If Consultant invoices monthly for a "fixed fee," then Consultant will base its monthly invoice on the percentage of Services completed during the previous month. If the Consultant is entitled to reimbursable expenses, the invoice will include such expenses and/or costs incurred during the previous month.

- 4.3.** 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  
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.

**AGREEMENT FOR SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
CIRCLEPOINT**

**PREAMBLE**

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Circlepoint, 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**

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 January 15, 2020 and terminate on January 14, 2023.

## **3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE**

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

## **4. WARRANTY**

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

## **5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE**

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

## **6. COMPENSATION AND PAYMENT**

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is One Hundred Thousand Dollars and Zero Cents (\$100,000) 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.

## **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.

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All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara  
Attention: Office of the City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
and by e-mail at [LWright@santaclaraca.gov](mailto:LWright@santaclaraca.gov), and  
[manager@santaclaraca.gov](mailto:manager@santaclaraca.gov)

And to Contractor addressed as follows:

Circlepoint  
200 Webster Street, Suite 200  
Oakland, CA 94607  
and by e-mail at [r.germano@circlepoint.com](mailto:r.germano@circlepoint.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

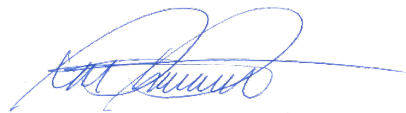
\_\_\_\_\_  
DEANNA J. SANTANA  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

"CITY"

**CIRCLEPOINT**  
a California corporation

Dated: January 8, 2020

By (Signature):



Name: Scott Steinwert

Title: President and CEO

Principal Place of Business Address: 200 Webster Street, Suite 200  
Oakland, CA 94607

Email Address: s.steinwert@circlepoint.com

Telephone: (510) 285-6700

Fax: (510) 285-6799

"CONTRACTOR"

## **EXHIBIT A**

### **SCOPE OF SERVICES**

The Services to be performed for the City by the Consultant under this Agreement are set forth below.

#### **1. DESCRIPTION OF SERVICES**

- 1.1.** Consultant shall provide professional consulting services to the City on an as-needed basis. Under this agreement, Consultant shall perform the following services (collectively referred to as “Services”):
  - 1.1.1.** Advance community engagement and outreach efforts.
  - 1.1.2.** Develop community outreach and engagement strategies on certain public service/policy topics that require advanced communications.
  - 1.1.3.** Communicate current City initiatives, future City needs, and hot topics requiring community input.
  - 1.1.4.** Create communications plans on specific topics relative to public services or policies that require a high touch and strategic approach.
  - 1.1.5.** Create branding, aligned with the City’s overall brand, for public services and policies that require such approach.
  - 1.1.6.** Propose and implement media-relations strategies that elevate the exposure of the City to identified audiences via local, regional and national news and media organizations.
  - 1.1.7.** May include the production of monthly newsletters or townhall meetings.
  - 1.1.8.** Develop communications strategies to tell the City’s story, highlighting the many great accomplishments and new initiatives.
  - 1.1.9.** Develop informational materials for elections and ballot initiatives to enhance voter awareness and informed voters.
  - 1.1.10.** Assist with media relations.

- 1.1.11. Provide support to staff for Council directives.
  - 1.1.12. Assist with overall Citywide communications assistance.
  - 1.1.13. Supplement in-house communications.
  - 1.1.14. Conduct City communications studies to evaluate organizational structure, benchmark with other cities and provide insights into resource allocation.
  - 1.1.15. Survey Santa Clara residents about City communications and brand to set a baseline for evaluating the effectiveness of current communication tactics, perceptions of City brand and communication efforts, and consideration of language access needs of the community. The goal would be to track community awareness trends through the addition of resources and enhanced strategies.
- 1.2. This agreement assumes that City and Consultant will determine actual scope of work for individual projects and/or services as they are identified.

## 2. KEY PERSONNEL

- 2.1. The following personnel are identified as being key in the performance of the Services:

<b>Name</b>	<b>Title</b>	<b>Level</b>
Rochelle Germano	Managing Principal	1
Ivy Morrison	Strategic Advisor – Media Relations	1
Lisbet Sunshine	President – Civic Edge	1
Sarah Seward	Creative Director	1
Sabrina Duenas	Project Manager	1
Amie Holbrook	Senior Graphic Designer	2
Stephen Popovich	Senior Web Developer	2
Alex Sabo	Senior Associate	2
Rickie Cleere	Project Coordinator	2
Marianne Glaser	Project Manager – Civic Edge	2
Paisley Strellis	Director– Civic Edge	2

- 2.2. City's request for a Level 1 personnel shall not be delegated to lower level personnel.

**2.3.** Consultant shall maintain the same key personnel throughout the term of this agreement except for changes in such personnel due to:

**2.3.1.** City's request to replace such personnel;

**2.3.2.** The resignation or termination of such personnel or other circumstances outside of Consultant's reasonable control. Consultant shall make all reasonable efforts to assign other qualified personnel, subject to City's approval.

### **3. GENERAL REQUIREMENTS**

**3.1.** Consultant shall provide own equipment and other materials at Consultant's own expense unless otherwise approved by the City as a reimbursable expense pursuant to Exhibit B.

**3.2.** City shall be responsible for giving materials and other information that Consultant reasonably requests to perform the Services.

### **4. FEES**

**4.1.** Any services provided hereunder shall be in accordance with the fees set forth in Exhibit B.

**EXHIBIT B**  
**SCHEDULE OF FEES**

**1. MAXIMUM COMPENSATION**

- 1.1. The maximum compensation the City will pay the Consultant for all professional fees, costs and expenses provided under this Agreement shall not exceed **One Hundred Thousand Dollars (\$100,000)** during the term of the Agreement.
- 1.2. Any additional professional fees, costs and expenses requested by the City that would exceed the preceding maximum amount will be addressed in an Amendment to the Agreement. No additional services will be performed unless both Parties execute an Amendment outlining the services requested and the compensation agreed for such services.

**2. FEES**

- 2.1. Where Services are provided on a time and materials basis, the fees payable for the Services shall be calculated with the fee rates set forth below:

CLASSIFICATION	HOURLY RATE
Circlepoint	
Managing Principal	\$300
Associate Principal	\$275
Project Manger	\$170
Senior Associate	\$145
Associate	\$110
Coordinator	\$100
Creative Director	\$275
Senior Web/Graphic Designer	\$145
Web/Graphic Designer	\$125
Civic Edge	
President	\$250
Director	\$200
Project Manager	\$150

- 2.2. Where Services are provided for a fixed price, the total fees for the Services shall be the amount set out in the applicable scope of work.
- 2.3. The City will not pay for travel time.

### 3. REIMBURSABLE EXPENSES

Any reimbursement to the Consultant 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.	Telephone and facsimile transmission charges.	No Markup
4.	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%
5.	All actual, documented and reasonable travel expenses that have been approved in advance in writing by City; provided, that such expenses conform to City's standard travel reimbursement policy, a copy of which has been provided to Consultant.	No Markup
6.	Other reimbursable expenses with prior written approval from the City.	As specified, not to exceed 10%

### 4. INVOICING

- 4.1. If time and materials is the basis of compensation, then Consultant will base its invoice on the hours, professional fees, costs, and charges associated with the Services completed during the invoice period. If Consultant is entitled to reimbursable expenses, the invoice will include such expenses and/or costs associated with the Services completed during the invoice period.
- 4.2. If Consultant invoices monthly for a "fixed fee," then Consultant will base its monthly invoice on the percentage of Services completed during the previous month. If the Consultant is entitled to reimbursable expenses, the invoice will include such expenses and/or costs incurred during the previous month.

- 4.3.** 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  
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.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA  
AUTHORIZING THE CITY MANAGER TO NEGOTITATE AND  
EXECUTE AGREEMENTS WITH CIRCLEPOINT AND 3FOLD  
COMMUNCATIONS, LLC AND NEGOTIATE AND EXECUTE AND  
AGREEMENT WITH SINGER ASSOCIATES, INC TO PROVIDE  
COMMUNICATIONS AND MARKETING CONSULTING  
SERVICVES.**

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

**WHEREAS**, At the July 9, 2019 City Council meeting, City Council directed the City Manager to seek the services of a consultant to support communications and marketing consulting services; and

**WHEREAS**, funds were appropriated during the FY 2019/20 Budget for this purpose; and

**WHEREAS**, On September 11, 2019 the City issued a competitive request for Qualifications to select a qualified firm or firms to provide communications and marketing consulting services; and

**WHEREAS**, following a selection process consisting of an evaluation of written proposals and oral presentations, the staff recommends entering into agreements with Circlepoint, 3fold Communications, LLC and Singer Associates, Inc.

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

1. The City Manager is authorized to execute agreements with Circlepoint and 3fold Communications, LLC to provide communications and marketing services for an initial three-year term plus two one-year option terms ending on or about January 14, 2025, exercisable at the sole discretion of the City.
2. The City Manager is authorized to negotiate and execute an agreement with Singer Associates, Inc. to provide communications and marketing services for an initial 30-month term plus two one-year option terms ending on or about January 14, 2025, exercisable at the sole discretion of the City.

3. The City Manager is authorized to execute amendments to the agreements approved in this resolution to extend services and add funds as required during the initial term of the agreements and to exercise the two one-year options, subject to the appropriation of funds.

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

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 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 Staff Report

2. Agreement between City of Santa Clara and Circlepoint

3. Agreement between City of Santa Clara and 3fold Communications, LLC



## Agenda Report

20-1465

Agenda Date: 1/14/2020

### REPORT TO COUNCIL

#### **SUBJECT**

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

#### **BACKGROUND**

In January 2017, staff conducted a competitive Request for Proposal (RFP) for consulting services related to convention center and convention/visitor bureau operations. The RFP process resulted in the award of contract with Jones Lang LaSalle (JLL) to provide a broad overview and analysis of Convention Center and Convention-Visitors Bureau (CVB) operations that increase business and visitors, maximize fiscal performance, and enhance the community. JLL is a global consulting firm specializing in, among other areas, the tourism and hospitality industry.

In April 2017, Council approved Amendment No. 1 to the Agreement in the amount of \$170,000 increasing the contract to a total not-to-exceed amount of \$179,500 to engage stakeholders and prepare a plan for the identification and implementation of a new operating model for the Santa Clara Convention Center and a governance structure for overall convention and visitor services.

Following the September 2018 notice of termination of the Santa Clara Chamber of Commerce Convention Center Management Agreement, JLL provided consulting services to assist staff with the preparation and execution of a competitive RFP process for the management and operations of the Santa Clara Convention Center.

In February 2019, Council approved Amendment No. 2 to the Agreement in the amount of \$175,000 increasing the contract to a total not-to-exceed amount of \$354,500 to continue ongoing services related to finalizing the new management agreement with Spectra and to assist in the operational transition of convention center management.

Since that time, the City has utilized the services of JLL during the Convention Center food and beverage services procurement process, including outreach to potential proposers and assistance to assist the evaluation team; development of the food and beverage agreement and the continued development of the Santa Clara Destination Marketing Organization.

#### **DISCUSSION**

Approval of the recommended action would allow the City to continue utilizing JLL's services and expertise for the establishment of procedures for the ongoing monitoring and full implementation of the convention center management and the food and beverage operator agreements, continued efforts in the development of the Destination Marketing Organization (DMO) and preparation of a

City/DMO agreement, assist with the DMO start up period and assure the City's objective of appropriate stewardship, transparency, and accountability.

The Amendment provides for the City access to national recruitment efforts for the new DMO's chief operating officer and continued consulting services related to the establishment of a new tourism improvement district (TID), and development of convention center policies and procedures, enhancing collaborative efforts between City, convention center operator, food and beverage partner, DMO and TID hotels, and finalizing an overall booking strategy for the DMO.

For this expanded scope of services, Amendment No. 3 extends the term of the Agreement to December 31, 2020 and increases the compensation by \$194,500 for a new not-to-exceed contract amount of \$549,000.

### **ENVIRONMENTAL REVIEW**

The action being considered does not constitute a "project" within the meaning of a California Environmental Quality Act ("CEQA") pursuant to the CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

### **FISCAL IMPACT**

The budget amendment allocates funding from available fund balance in the Convention Center Enterprise Fund.

#### **Budget Amendment FY 2019/20**

	<b>Current</b>	<b>Increase/ (Decrease)</b>	<b>Revised</b>
<b>Convention Center Enterprise Fund</b>			
<u>Expenditures</u>			
Contractual Services	\$212,501	\$194,500	\$407,001
<u>Reserves</u>			
Ending Fund Balance	\$2,718,866	(\$194,500)	\$2,524,366

### **COORDINATION**

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

### **PUBLIC CONTACT**

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

### **RECOMMENDATION**



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

Reviewed by: Ruth Shikada, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

**ATTACHMENTS**

1. Jones Lang LaSalle Amendment No. 3

**AMENDMENT NO. 3  
TO THE AGREEMENT FOR SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
JONES LANG LASALLE AMERICAS, INC.**

**PREAMBLE**

This agreement ("Amendment No. 3") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Jones Lang LaSalle Americas Inc., a Maryland 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, dated January 5, 2017 (Agreement);
- B. The Agreement was previously amended by Amendment No. 1, dated April 25, 2017, Amendment No. 2, dated May 6, 2019, and is again amended by this Amendment No. 3. 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 provide project immersions, operational model research benchmarking, report/presentation, stakeholder engagement, stakeholder development plane for new operation model for the Santa Clara Convention Center and Convention Visitors Bureau, support for the City's Request for Proposal (RFP) for Convention Center, CVB management and operations, interface with the City and selected service provider on the creation of the new destination marketing organization (DMO) and provide transition support to ensure smooth transition to the new SCCC and DMO, and the Parties now wish to amend the Agreement as Amended to extend the term of the Agreement, to increase the amount of the Agreement by One Hundred Ninety-Four Thousand Five Hundred Dollars (\$194,500), and to provide for the continued development of the DMO, including assisting with the recruitment and hiring of an executive director for the new DMO.

NOW, THEREFORE, the Parties agree as follows:

**AMENDMENT TERMS AND CONDITIONS**

1. The Section of the Agreement as Amended, entitled "Amendment Terms and Conditions" is amended to read as follows:

That the Section titled "Amendment Terms and Condition of the Agreement as Amended is hereby amended by deleting the existing Section, "Term of Agreement", and Sections A-2 and B-2 and replacing them as below and with Section A-3 and B-3.

#### **TERM OF AGREEMENT**

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by written amendment to the Agreement, the term of this Agreement shall begin on the effective date of this Agreement and terminate on December 31, 2020.

2. 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. 3, the provisions of this Amendment No. 3 shall control.

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The Parties acknowledge and accept the terms and conditions of this Amendment No. 3 as evidenced by the following signatures of their duly authorized representatives.

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

Approved as to Form:

Dated: \_\_\_\_\_

\_\_\_\_\_  
BRIAN DOYLE  
City Attorney

\_\_\_\_\_  
DEANNA J. SANTANA  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

"CITY"

**JONES LANG LASALLE AMERICAS, INC.**  
a Maryland corporation

Dated: \_\_\_\_\_

By (Signature): \_\_\_\_\_

Name: Dan Fenton

Title: Executive Vice President

Principal Place of 1 Front Street, #1100

Business Address: San Francisco, CA 94111

Email Address: dan.fenton@am.jll.com

Telephone: (831) 298-7215

Fax: (312) 288-4401

"CONTRACTOR"

## **EXHIBIT A-3**

### **SCOPE OF SERVICES**

JLL shall work under the direction of the City Manager to perform the following services:

#### **1. Ongoing CVB Development**

- 1.1. Develop Metrics - JLL shall develop and gain approval on new metrics for the organization's success. These metrics will support transparency and clarity around the direction and mission of the new organization.
- 1.2. Develop Goals - JLL shall develop and propose the first-year goals as well as five-year goals for the new entity. JLL shall engage key stakeholders in this process to gain consensus. This will include the key metrics and direction from the initial phase of this process.
- 1.3. Draft and Approve Contract - JLL shall develop the contract with the City and the new entity sales and marketing of the SCCC and overall tourism efforts for the City of Santa Clara. JLL shall ensure that the new organization has a contract that works for the City and creates an overall alignment of direction.
- 1.4. Finalize Staffing Plan - JLL shall finalize a staffing plan based on the initial development work in 2019. The final staffing plan will have positions with market focus, compensation and incentive plans and position descriptions. JLL's staffing plan shall also include a recommended number of total staff positions.
- 1.5. Finalize Budget - JLL shall develop and finalize a singular budget based on available funding and alignment with objectives previously determined. JLL shall prepare a line item budget with allocations for personnel, sales, marketing, administration and other key needs.
- 1.6. Recruit and Hire Executive Director - JLL shall support the search process. JLL shall partner with a subcontractor in this effort to source and recommend top candidates. JLL shall review candidates in conjunction with the board members and City and give recommendations to support a successful transition into the new organization's leadership.
- 1.7. Develop Marketing Plan - JLL shall develop the initial marketing plan for the CVB in conjunction with the new Executive Director and Board. This will include how the CVB should allocate marketing funding.
- 1.8. Hire Staff - JLL shall work with the Executive Director to support the hiring and recruiting process. JLL shall work with the City approved Staffing Plan, mentioned above, to ensure all existing employees are handled appropriately regardless of their role in the new entity.

- 1.9. Provide Functional Organization Support and Guidance - JLL shall perform other duties as needed to support the successful development and implementation of the new CVB. We will act as an overall advisor in this effort.

## **2. Transition Support**

- 2.1. JLL shall provide support on behalf of the City to ensure a smooth transition for both the SCCC and the new CVB. JLL shall work with the center operator and new CVB to develop a "transition checklist" that encompasses all aspect of developing a seamless and effective operation.
- 2.2. Initial oversight of both Operator Contract and CVB Contract - JLL shall develop templates for reports with key metrics and implement these reports and analysis with the city contract administrator to ensure effective oversight of both contracts.

## **3. City Representation and Asset Management Recommendations**

- 3.1. JLL shall continue to represent the City's interest in supporting both the CVB and SCCC operations. JLL shall work with leadership at both entities to provide monthly reporting and make recommendations for how the City should proceed on any issues that arise.
- 3.2. JLL shall review, and report back to the City on a monthly basis, on specific convention center performance measures. This would include financial performance, reviewing the operators profit and loss statement, reviewing the food and beverage provider's financial reports.
- 3.3. JLL shall conduct an operational assessment at the midway and year-end points of the 2020 calendar year and provide a summary report to the City as it relates to operational standards, service levels and overall convention center operational performance.
- 3.4. JLL shall provide a summary report at the midway and year-end points on the CVB's progress, success measures and pace for future goals.

## **4. Team**

- 4.1. JLL Executive Vice President Dan Fenton shall lead the overall engagement and be ultimately responsible for service delivery. Mr. Fenton will be assisted by appropriate members of the JLL team based on the expertise required.

### EXHIBIT B-3

#### SCHEDULE OF FEES

The maximum compensation of this Agreement is Five-Hundred Forty-Nine Thousand Dollars (\$549,000), subject to budget appropriations, which includes all payment 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 the Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

<b>Description</b>	<b>Amount</b>
Professional Fees – Billed at \$12,500 monthly	\$492,000
Executive Director Search – Billed in two installments of \$15,000 per installment when the search begins and a third installment of \$10,000 once the search is completed.	\$40,000
Executive Director Travel Expenses – City shall reimburse Contractor up to this amount for travel related expenses incurred by finalist candidates as required to the extent that they comply with the City's travel policy. Each invoice submitted shall include reasonable supporting documentation evidencing the Contractor incurred the invoiced expense.	\$7,000
JLL Travel Expenses – City shall reimburse Contractor for travel expenses up to this amount related to Bethanie DeRose's travel as required for specific Board meetings in 2020 and to the extent that they comply with the City's travel policy. Each invoice submitted shall include reasonable supporting documentation evidencing JLL incurred the invoiced expense.	\$10,000
<b>TOTAL</b>	<b>\$549,000</b>



## Agenda Report

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20-26

Agenda Date: 1/14/2020

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### REPORT TO COUNCIL

#### SUBJECT

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

#### BACKGROUND

On December 10, 2019, the City Council unanimously voted to defer Report to Council 19-809, Action on: (1) Agreement with Superior, LLC for Residential and Business Alarm Management Software, (2) Resolution Amending the Municipal Fee Schedule, and (3) Introduction of an Ordinance Amending Chapter 8.40 of the City Code ("False Alarm Regulation"), to January 14, 2020.

In the meantime, the Police Department was asked to conduct two public meetings on the topic, described in further detail below. The Resolution Amending the Municipal Fee Schedule will be brought forward for Council consideration in conjunction with the adoption of the Ordinance (second reading) on January 28, 2020.

#### DISCUSSION

The Police Department coordinated two public meetings about the Alarm Permit program. Advertising for the meetings included:

- Update on Council action, pending community meetings and where to locate January 14, 2020, City Council packet and audio/video from the meeting on existing Facebook and Nextdoor threads
- New message regarding pending community meetings on City / SCPD website, eNotify, Facebook, Nextdoor, Nixle and Twitter
- Private messages to 14 residents who commented (positive or with concerns) on Nextdoor based on original post regarding the Alarm Permit program about the upcoming community meetings
- Emails to two individuals who shared comments on this topic to the Mayor and Council (six comments were received; four individuals were duplicate to those who commented on Nextdoor)
- Invite to the Mayor and Council of the Alarm Permit community meetings

Additional reminder-type messaging was distributed on January 2, 2020.

The meetings took place as follows:



Day / Date	Time	Location	Number of People in Attendance
Tuesday, January 7	2 - 3:30 p.m.	Central Park Library 2635 Homestead Road	7
Wednesday, January 8	6 - 7:30 p.m.	Northside Branch Library 695 Moreland Way	4 residents and 2 Council Members

Each community meeting followed the same format, and included dialogue on the following topics:

- Purpose and summary of the existing Alarm Permit Program
- Business reasons and community benefits to a new third-party vendor
- Third-party vendor security requirements and protection of personal identifying information
- Current and recommended rate structure, as well as Alarm Permit fees throughout Santa Clara County
- If Council approved, third-party vendor implementation process
- Next steps, including ways and locations to receive the January 14, 2020, Report to Council and supplemental documents

The community meeting was facilitated by Captain Wahid Kazem, Carolyn McDowell, Management Analyst and Sujata Reuter, Assistant City Attorney. A copy of the PowerPoint utilized at the community meetings is attached.

Following the staff presentation, individuals in attendance had an opportunity to ask questions of clarification of staff and share concerns. Both meetings resulted in robust discussions of various resident concerns. A summary of the topics discussed included:

- Differentiation between self-monitoring and control center monitoring, and how each is impacted by the City's existing and proposed Alarm Permit Program
- Concerns regarding the annual renewal and why an annual regulatory fee is being proposed
- Ideas for data gathering and analysis as the program progresses in order to assess performance and success of the program
- Revisiting the fee structure in the future to determine whether fees should be reallocated, increased, etc.
- Concern of confidentiality of personal identifying information
- Interest in financial resources for seniors on a fixed income
- Ensuring that the City is involved with the outreach efforts by Superion during the on-boarding process

Generally, resident sentiments were positive towards modernizing the program to achieve efficiencies, increase compliance, and decrease the drain on resources caused by false alarm calls. Resident concerns regarding confidentiality and cyber security were addressed with an explanation

of the security requirements built into the agreement with Superior. Concerns regarding the \$15 annual renewal fee generated the most discussion, with interesting ideas for future data gathering and analysis, as well as future reconsideration of the fee structure based upon the data analysis. Staff has already reached out to Superior to discuss data collection and reporting options. Additional information will be provided when the Resolution Amending the Municipal Fee Schedule is brought forward for Council consideration (in conjunction with the second reading of the Ordinance) on January 28, 2020.

### **ENVIRONMENTAL REVIEW**

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

### **FISCAL IMPACT**

An Agreement with Superior creates operational efficiencies within the Police and Finance Departments staffing model.

Through analysis and review of the Police Department's alarm program and corresponding revenue, new fees were proposed, and a revenue-sharing split was negotiated. There are no upfront costs or annual maintenance fees as part of this Agreement. Instead, Superior (24%) and the City of Santa Clara (76%) will split the estimated revenue. The first-year revenue and expenditure estimates were included in the FY 2019/20 Adopted Operating Budget. These included proposed adjustments to Chapter 8.40 Security Alarm Systems and the Municipal Fee Schedule estimated annually at \$246,000 (or, \$186,960 to the City of Santa Clara).

### **COORDINATION**

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

### **PUBLIC CONTACT**

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

### **RECOMMENDATION**

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

Reviewed by: Daniel Winter, Assistant Chief of Police

Approved by: Deanna J. Santana, City Manager

**ATTACHMENTS**

1. Report to Council 19-809 from December 10, 2019
2. Agreement for Services with Superior LLC
3. Ordinance amending SCCC Chapter 8.40 ("False Alarm Regulation")
4. Alarm Permit Program Community Meeting PowerPoint



## Agenda Report

19-809

Agenda Date: 12/10/2019

### REPORT TO COUNCIL

#### SUBJECT

Action on: (1) Agreement with Superior, LLC for Residential and Business Alarm Management Software, (2) Resolution Amending the Municipal Fee Schedule, and (3) Introduction of an Ordinance Amending Chapter 8.40 of the City Code ("False Alarm Regulation")

#### BACKGROUND

Per the City of Santa Clara's Municipal Code, the Police Department's Permits Unit processes applications and renewals, conducts inspections, collects insurance and investigates complaints against regulated businesses in the City of Santa Clara. Permits are issued to provide oversight of businesses regulated by City, State and Federal laws. Fees associated with such regulatory oversight functions are approved by the Santa Clara City Council via the Municipal Fee Schedule. One such regulated commercial enterprise is business and residential alarm systems.

Currently, two Community Service Officers (CSOs) are responsible for the management of the Permits Unit. The CSO at the Northside Substation, with significant support from the Finance Department, is tasked with managing the residential and business alarm program as well as the facility itself.

Municipal Code Chapter 8.40, False Alarm Regulation, exists to ensure accurate, up-to-date information for Fire or Police personnel responding to the alarmed location. It also enables emergency personnel to contact responsible parties and/or alarm repair company representatives should the alarm need to be reset, has a recurring problem, or the site needs to be secured. Having this information readily available allows City personnel to return to providing services to the community in a timely manner.

The City's prior Computer Aided Dispatch (CAD) system was linked to WINPACS, an alarm permit software. The alarm software, like the former CAD system, was archaic and the system's technology was unable to provide the Police Department with the more robust technology options currently available to law enforcement for alarm permit management. As a result, with WINPACS, staff time was required to track residential and/or commercial renewal information (e.g. contact person, contact information, change in alarm company, no longer operating system, etc.). Communication (e.g. letters, notices, invoices, etc.) was generated manually, and WINPACS did not offer alarm owners the ability to register and/or renew online.

The Department has been seeking a resource to streamline the administrative tasks associated with the permitting processes and provide more robust customer-service features. The new Hexagon CAD system creates several new opportunities for the Police, Fire and Finance Departments, such as modernizing these business practices.

## **DISCUSSION**

Currently, the City of Santa Clara has 9,144 permits; 4,702 commercial and 4,442 residential. From January 1 through October 7, 2019, Public Safety Dispatchers received 2,973 alarm dispatch requests; 460 of these calls were cancelled while a police officer was en route, 2,498 were determined to be false alarms upon officer arrival and investigation on scene (e.g. user error, mechanical issue, etc.), and 15 were valid over the designated timeframe.

### **Agreement with Superior LLC**

Since the implementation of Hexagon CAD in November 2018, WINPACS has not been connected with Hexagon CAD as the two systems do not have the ability to integrate. Instead, the Community Service Officer has been manually extracting alarm data from Hexagon CAD and is entering it into WINPACS until a long-term solution can be incorporated. While billing continues to take place, the timeliness to create such has lengthened and obtaining a summary is challenging.

The Police and Finance Departments identified the need to replace WINPACS with an alarm management software that could meet our current business needs and integrate with Hexagon CAD. Following a review of the City's purchasing policy 2.105.330, it was determined the alarm management software was an acceptable consideration for a single source purchase for specialized services from licensed professionals where software maintenance and support can only be provided by Hexagon (Exceptions 2.105.330(e)(2)).

In turn, the Purchasing Division provided support to the Police Department, ensured compliance to City policy and applicable government regulations, and helped the City negotiate the best possible revenue sharing split while maintaining appropriate internal controls.

Superior, LLC has developed a commercial, off-the-shelf, Cloud-based software, called CryWolf, as a solution to alarm and collection management. The City's new Hexagon CAD system allows for interface with CryWolf and the City's existing finance system. The data fields in the CAD-extracted file will be specified by the Police Department to include a unique incident number, incident date, street address, suite or apartment, if possible, and false alarm clearance code.

The CryWolf software has the ability to accomplish several tasks currently performed by Finance and Police Department employees, as well as expand services available to staff, residents and businesses, including:

- Track registered and unregistered alarm systems with alarm owners and alarm companies;
- Provide citizens and businesses with secure 24/7 online access to account information via an agency dedicated website;
- Automatically generate notices, create invoices and calculate fees in accordance with our Municipal Fee Schedule and City Code;
- Integrate alarm incidents, billing and accounts receivable information;
- Provide comprehensive financial management and statistical tracking reports;
- Share financial information with the City's external financial systems;
- Fully automated interface with our Hexagon CAD system for daily transfers of alarm incident data, permit status, alarm system contacts and site hazards between CryWolf and Hexagon;
- Transfer alarm information to alarm companies and provide them a website portal to access and update information about their customers; and,

- Capture, track, and account for the filing and adjudication of hearings and appeals in accordance with your direction

The Agreement includes a fixed revenue sharing split of 24% to Superior and 76% for the City of Santa Clara. Program costs, such as bank fees, citizen overpayments (if any), credit card fees (if any), and mailing costs (postage, paper and envelopes) at U.S. Post-Office first-class rate will be withheld (paid) from gross collections before revenue sharing percentages are applied. Any certified mail requirements will be billed separately on a monthly basis and not subject to the revenue share division.

#### On-Boarding and Communication Process

As part of the 16-week on-boarding process with CryWolf, the company will do outreach to all residential and commercial alarm locations in the City through the alarm companies. The goal of this outreach will be to notify the public of the functionality and requirements of the new system, provide updates to the City ordinance and fees, and answer any questions. In addition to the outreach done by CryWolf on the City's behalf, the Police Department staff will be available to answer any questions and hold any informational meetings, if necessary. During the on-boarding process, the Police Department will begin manually charging the new fees to adhere to the new Ordinance following City Council approval.

To implement CryWolf, Hexagon has agreed to build a CAD bi-directional interface, allowing CryWolf access to alarm permit information within CAD. There will be a fee associated with this request which will be charged to the Computer Aided Dispatch / Records Management System Capital Improvement Project. A quote will be included in an upcoming amendment Agreement with Hexagon.

#### Resolution Amending the Municipal Fee Schedule

The Police Department's existing false alarm related fees were most recently updated under Phase I of the Municipal Fee Schedule. In conducting the review associated with the Superior contract, staff has determined that the false alarm fees were incorrectly categorized as user fees, and were calculated based upon an incorrect staffing allocation. The approved Fiscal Year 2019/2020 Municipal Fee Schedule fees associated with alarm permit and false alarm fees are as follows:

Type	Fee
Alarm Permit (one-time fee)	\$37
First and Second false alarm	\$0
Third false alarm	\$111
Fourth false alarm	\$136
Fifth and subsequent false alarm(s)	\$161
Dispatch for a Hold-up Alarm	\$121 plus false alarm fee

The false alarm fees are not user fees or fees for service under exceptions 1 and 2 of Proposition 26; rather, these are correctly categorized as regulatory fees under exception 3 of Proposition 26 ("A charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections, and audits enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof"). A regulatory fee must not exceed the

reasonable cost of administering the regulatory program. Such program administration activities may include licensing, permitting, investigation, inspection, administration, and maintenance of a system of supervision and enforcement.

The FY 19-20 Municipal Fee Schedule and supporting Phase I Fee Study do not capture the full staffing levels and time spent on the categories of activities listed above. Therefore, the associated cost of service (upon which the fees are based) was not accurate. The accurate cost to the City of administering the false alarm regulatory program in terms of response to a false alarm notification includes two Community Service Officers, two 2 Police Officers, a Public Safety Dispatcher II and a Senior Public Safety Dispatcher, which alters the overall costs of the program as set forth in the table below. The result is a significant deficit in the regulatory program, rather than a surplus.

Fee Name	Current Fee / Deposit	Total Cost Per Unit	Surplus / (Deficit) per Unit
Alarm Permit Application	\$37	\$94	(\$57)
False Alarm Calls			
Third false alarm	\$111	\$321	(\$210)
Fourth false alarm	\$136	\$321	(\$185)
Fifth & subsequent false alarms	\$161	\$321	(\$160)
Dispatch for a Holdup Alarm	\$121	\$111	\$10

Based upon the staffing allocation and associated costs listed above, the total programmatic cost for the 2,973 alarm dispatch requests alone is \$954,333. By contrast, the revenue generated in recent years as a result of alarm permits and false alarm fees is much lower, as follows:

Year	Fee Based Revenue
2015	\$51,275
2016	\$104,742
2017	\$115,466
2018	\$212,883
January - August, 2019	\$109,752

The proposed amendments to the Municipal Fee Schedule are as follows:

Type	Proposed Fee
Alarm Permit (unchanged)	\$37
Non-registration Fee (new)	\$50
Annual Renewal Fee (new)	\$15
Late Fee (new)	\$25
Reinstatement Fee (new)	\$15

First False Alarm (unchanged)	\$0
Second False Alarm (new)	\$50
Third false alarm (unchanged)	\$111
Fourth false alarm (unchanged)	\$136
Fifth and subsequent false alarm(s) (unchanged)	\$161
Dispatch for a Hold-up Alarm - false alarm (unchanged)	\$121 (plus False Alarm Fee)

Taken together the changes listed above to the Municipal Fee Schedule, the City's alarm ordinance (discussed below), and the current practices, are expected to increase the cost recovery revenue generated to at least \$246,000 when fully operational. This analysis is based on the fixed revenue sharing split. The number of false alarm calls is expected to decrease as well with the new ordinance and fees in place, thereby closing the gap between the current cost of administering the alarm system regulations and the cost recovery revenue. A revised fee study report is included as Attachment 4.

#### Amendments to SCCC Chapter 8.40

To achieve these revenue targets and operational goals, Chapter 8.40 of the Municipal Code ("False Alarm Regulation") needs to be amended.

It appears that the last substantive amendment to the False Alarm chapter of the Municipal Code was in 1999. The proposed amendments seek to modernize the chapter. Highlights of the proposed amended ordinance include:

- Requirement for additional contact information for alarm permit holders
- Contractor institutes Enhanced Call Confirmation, which includes a second verification call to a back-up phone number to reduce number of officer call outs for false alarms
- Appeals shall be heard pursuant to the new streamlined SCCC 2.115 process
- Chief of Police may deny/revoke an alarm permit, and/or temporarily suspend police response to that particular alarm site, if the site has produced more than 8 false alarms in a 12-month period

#### **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**

An Agreement with Superior creates operational efficiencies within the Police and Finance Departments staffing model.

Through analysis and review of the Police Department's alarm program and corresponding revenue, new fees were proposed, and a revenue-sharing split was negotiated. There are no upfront costs or annual maintenance fees as part of this Agreement. Instead, Superior (24%) and the City of Santa



Clara (76%) will split the estimated revenue. The first-year revenue and expenditure estimates were included in the FY 2019/20 Adopted Operating Budget. These included proposed adjustments to Chapter 8.40 Security Alarm Systems and the Municipal Fee Schedule estimated annually at \$246,000 (or, \$186,960 to the City of Santa Clara).

### **COORDINATION**

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

### **PUBLIC CONTACT**

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

### **RECOMMENDATION**

1. Approve a three-year Agreement with Superion LLC, for Residential and Business Alarm Management Software and authorize the City Manager to automatically renew the agreement for additional one-year periods, with a maximum of two additional one-year periods, as necessary, without further Council action;
2. Adopt a Resolution amending the 2019-20 Municipal Fee Schedule to add new regulatory fees and amend existing regulatory fees relating to alarm systems; and
3. Approve introduction of an Ordinance amending SCCC Chapter 8.40 ("False Alarm Regulation").

Reviewed by: Daniel Winter, Assistant Chief of Police

Approved by: Deanna J. Santana, City Manager

### **ATTACHMENTS**

1. Agreement for Services with Superion LLC
2. Resolution Amending the 2019-20 Municipal Fee Schedule to add new fees and amend existing fees for alarms and alarm systems
3. Ordinance amending SCCC Chapter 8.40 ("False Alarm Regulation")
4. Amended Fee Study Report dated November 2019

**AGREEMENT FOR SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
SUPERION**

**PREAMBLE**

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Superion, a Delaware LLC, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

**RECITALS**

- A. City desires to secure the services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

**AGREEMENT TERMS AND CONDITIONS**

**1. AGREEMENT DOCUMENTS**

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – System Requirements

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In

the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

## **2. TERM OF AGREEMENT**

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall commence upon the date it is signed by both parties (the "Effective Date") and shall continue for a period of three (3) years after the Effective Date. Thereafter, this contract shall automatically renew for additional one year periods, with a maximum of two (2) additional one year periods, unless either SANTA CLARA notifies the CONTRACTOR or the CONTRACTOR notifies SANTA CLARA in writing no later than ninety (90) days prior to the expiration of the initial or any annual renewal term that the CITY or CONTRACTOR wishes to terminate 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 and Contractor shall share revenue derived from the Services in accordance with Exhibit B, entitled "SCHEDULE OF FEES." All work performed or materials provided shall be compensated in accordance with Exhibits A and B, and any work performed or

materials provided in excess thereof shall be at Contractor's expense. Contractor shall not be entitled to any payment beyond that set forth in Exhibit B unless agreed to in writing by the parties.

## **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 consent of City, which consent shall not be unreasonably withheld or delayed. A change in ownership of the Contractor by operation of law or a purchase of the majority of assets or stock of the Contractor by another company shall not be considered an assignment for the purposes of this section. Contractor shall not hire subcontractors without express written permission from City, which consent shall not be unreasonably withheld or delayed.

Contractor shall be as fully responsible to City for the acts and omissions (other than criminal or intentional misconduct) 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, , works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of Contractor hereinafter the "Contractor's Materials"). Notwithstanding the foregoing, City shall have the right to use the Contractor's Materials and may retain and use copies thereof, solely in connection with the Project and for City's internal purposes.

#### **13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR**

City, through its authorized employees, representatives or agents may request the opportunity to inspect and review Contractor's books and records on a limited basis during the term of this Agreement and for one (1 year from the date of final payment for goods or services provided under this Agreement, but solely for the p 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. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of ten (10) percent adverse to the City.

Contractor shall submit to City a report, on a limited basis, concerning its performance under this Agreement if requested in writing by City, but solely for purposes of assisting City to meet 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 by Contractor's employees or persons contracting with Contractor to perform any portion of the Scope of Services – and shall expressly exclude the willful, intentional or criminal misconduct by City connected with the Services. However, the Contractor's obligation to indemnify the City shall not apply to the extent that such liability is ultimately adjudicated to have arisen through the sole negligence or sole willful misconduct of City

- 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.
- D. Notwithstanding any of the above, Contractor's liability to City on a first-party basis related to this agreement will not exceed the fees collected in connection with this agreement during the preceding twenty-four (24) months.
- E. Contractor will not be liable for damages proximately caused by the criminal actions of third parties or for damages caused by the sole negligence or willful misconduct of any third parties.
- F. Exclusion of damages- Regardless of whether any remedy set forth herein fails of its essential purpose or otherwise, in no event will Contractor, Contractor's personnel, subcontractors or suppliers be liable under or in connection with this agreement for any loss of use, data, business, revenue, profit, goodwill, or reputation.

## **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: Police Department  
1500 Warburton Avenue  
Santa Clara, CA 95050  
and by e-mail at [police@santaclaraca.gov](mailto:police@santaclaraca.gov), and  
[manager@santaclaraca.gov](mailto:manager@santaclaraca.gov)

And to Contractor addressed as follows:

Superion, LLC  
Attn: Legal Department  
1000 Business Center Drive  
Lake Mary, FL 32746

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, and without any duty to investigate, no City officer, employee or authorized representative has any financial interest in the

business of Contractor. Contractor is familiar with the provisions of California Government Code section 87100 and certifies that it does not know of any facts which would violate these code provisions, to the best of Contractor's knowledge, and without any duty to investigate.

## **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"

**SUPERION  
A DELAWARE LLC**

Dated: 9-5-19  
By (Signature): Lisa Neumann  
Name: Lisa Neumann  
Title: Controller  
Principal Place of  
Business Address: 1000 Business Center Drive, Lake Mary FL 32746  
Email Address: \_\_\_\_\_  
Telephone: ( ) 800-727-8088  
Fax: ( )  
"CONTRACTOR"

## EXHIBIT A SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are set forth below.

### ○ **Project Summary**

This CryWolf False Alarm Administration Services Statement of Work (SOW) outlines and describes the alarm program administration services to be provided, proposed project plan, deliverables, and the tasks required by both Superior and Santa Clara's personnel. If a service is not described in this document, then it will not be provided within the scope of the proposed project.

### ○ **Alarm Administration Services Overview**

Our experienced alarm services team will administer Santa Clara's alarm program in accordance with Santa Clara's Alarm Ordinance. Superior will perform the following services which are already in place for many clients of comparable size to Santa Clara.

**Secure access online to adaptable reports:** We will provide authorized Santa Clara staff with direct inquiry and report generation capabilities via real-time, encrypted, Web-based connection to alarm management information. This approach is currently used by many Superior clients and provides Santa Clara flexible, secure, and timely access to information.

**Recording of Program Telephone Calls:** Our call center process is designed to ensure the highest quality customer service including accurate, courteous, and consistent communications with Santa Clara citizens and businesses. In support of these objectives, Superior employs a communications appliance integrated into our telephone system to record all customer calls. Using this device, digital copies of all citizen and business telephone calls are captured in voice documents for later review, comment, and sharing of telephone conversations. This process helps ensure the highest level of customer service.

**Extensive Language Support:** Superior utilizes a Language Service to provide extensive language support. This same service is used successfully by thousands of public safety organizations nationwide. Accordingly, we are able to provide language support for 175 spoken languages. We also provide an array of communication choices for the hearing impaired including Email, Text relay, Video relay and TTY formats.

**Dedicated mailing address and toll-free citizen support line:** Our alarm management process is designed to reliably separate the Santa Clara correspondence and calls we receive from the activity of other alarm programs we administer to ensure high-quality and personalized service to Santa Clara's citizens and businesses. Our support line is available Monday through Friday, 9am to 5pm Local Time.

**Local program remittance lockbox:** Our approach to processing payments is designed to ensure fast, reliable, and secure payment processing. We propose to establish a dedicated, program account at a nearby, bank lockbox facility in the region

for all mail-in deposits. Superion is experienced in high volume, commercial bank lockbox support for alarm programs nationwide.

**Internet-based, fully-interactive alarm information updating:** When alarm holders need to update their alarm system information, or want questions answered, they expect prompt access. Superion provides immediate response from our skilled customer service representatives (CSRs) during business hours. Our secure, online access allows alarm users to update their alarm information without waiting to speak with a Customer Service Representative. This online service is available on a 24/7 basis.

**Internet-based payment of invoices:** Superion will process false alarm payments made over the Web. Alarm holders can "Pay-by-Web" directly into a dedicated Santa Clara alarm program website which we will host so that citizens can pay individual alarm invoices, or the full balance owed at any time, day or night.

**Integrated Voice Capabilities (Outbound IVR):** When citizens have questions, or the alarm program needs to alert selected alarm owners, it is desirable to have a system that facilitates prompt notifications. Superion can support this not only with skilled customer service representatives, but with telephone handling technology that will provide a caller with information about the false alarm reduction program including registration renewal information and delinquent payment reminders. The system can also be used to automatically deliver special messages to select alarm owners for excessive false alarms or request the alarm owner to call the program call center to discuss an account. This service is available on a 24/7 basis.

**Enhanced Alarm Data Security:** Alarm response services require the collection, maintenance, and communication of sensitive and highly confidential data about alarm locations. Understandably, businesses, citizens, security alarm companies, and City officials are concerned with unauthorized access to this information. Superion has the technical infrastructure required to ensure the highest levels of data security. This includes core network and DMZ server firewalls, private internal IP addresses, and real-time virus scanning of all data. Superion provides encrypted (Certified SSL) data transfer for all web functions.

Superion operates its own data servers and does not store any Santa Clara data in subcontracted, public "clouds" where security policies are established by third-parties, data access is not properly restricted, and databases are co-mingled with other non-public safety customers.

**Extensive Adjudication and Hearing Support:** Our service offering contains a fully integrated hearing and appeal system that allows the adjudication of any action for any account. Superion also generates various reports that document and support all billing, noticing, and status change decisions.

**Proven Collection Techniques:** With half a million false alarm charges processed annually, Superion has extensive experience in violations processing and collections. Our solution includes a variety of techniques to help Santa Clara collect fines including multiple and varied noticing, and other targeted collection techniques

**Comprehensive Public Awareness Campaign:** We will work with Santa Clara to design and implement a comprehensive public information campaign to ensure the highest degree of compliance and public support.

**Document Control and Mail Verification Software (DCMVS):** Superion uses the latest Document Control and Mail Verification Software to interface with the United States Postal Service to ensure compliance with the USPS CASS/PAVE and NCOA requirements. The process identifies, verifies, and corrects bad addresses to maximize deliverability and reduce returned mail while also confirming addressee mailing location and reporting any moves within the last six years. DCMVS also automates document integrity, processing, and security. Utilizing DCMVS creates faster turnaround of invoices, correspondence, and registrations, while assisting in locating people for collections.

**24/7 Dispatch and Mobile Officer Inquiry of Alarm Site Information:** Superion offers a unique capability for dispatch operators and mobile officers to query the alarm database 24/7 via proprietary computer and smart phone applications (apps). Returned information can include alarm status, e.g. suspended response; alarm system contacts (names and phone numbers); false alarm history; and site condition information, e.g. senior in building, hazardous materials or guns stored on premises. This information access promotes better officer and public safety.

**Furnish and maintain all supplies:** Superion provides all computer hardware, furniture, equipment, and software necessary to install and operate the system at our processing facilities. Primary false alarm processing will be performed at our fully equipped and staffed Superion facilities currently located in Lake Mary, FL. This facility is currently used to administer alarm programs in cities and counties coast to coast. Superion will also provide all necessary forms, supplies, postage, and mailing materials to administer the alarm program at Superion facilities.

**Future City Option to operate alarm program internally:** Because we are the only alarm services company that has installed our technology, Superion, for internal use, we are able to offer Santa Clara the option to bring the false alarm program in house in the future, if desired. We believe this option provides Santa Clara maximum flexibility to change their approach to false alarm management without the likelihood of wasting their initial investment in creating an alarm database. More than 200 cities and counties currently operate Superion in-house to manage their false alarm programs. We have several clients who have operated the CryWolf system both in-house and as an outsource operation, proving that this flexibility is worth significant consideration.

#### ○ **Implementation Plan**

The following sections provide an overview of the Implementation Plan proposed for the Santa Clara False Alarm Management Services project. The services will be provided directly and managed by Superion. Superion assumes full responsibility for all deliverables that it proposes to provide and will be the single point of contact for Santa Clara. Central Square Technologies is only responsible for providing the products and services described in this section.

An experienced alarm services team under the direction of our proposed Project Manager will install, configure and maintain the False Alarm Management Services program in accordance with Santa Clara's requirements and Santa Clara's Alarm Ordinance.

The major tasks of our proposed implementation plan are as follows:

- **Contract and Project Plan**
  - Complete contract paperwork
  - Finalize project startup plan and schedule
- **Establish Initial Alarm Database**
  - Contact alarm companies and obtain their alarm customer location data
  - Obtain alarm location data from citizens via the Alarm Program Website
- **Establish Alarm Program Website**
  - Santa Clara/Superion review alarm program website template
  - Superion develops draft website information, e.g. ordinance, appeal guidelines, tips to reduce false alarms, frequently asked questions (FAQ), online alarm school
  - Superion integrates and tests online payment processing
  - Santa Clara reviews and approves final program website and links site to main Santa Clara website
  - Superion tests and implements final program website
- **Establish the Program Payment Processes**
  - Superion establishes bank lockbox and alarm program bank account
  - Superion engages online payment processor
  - Santa Clara/Superion establish delinquent collection process
  - Santa Clara/Superion establish walk-in payment process, if required, and controls
  - Santa Clara/Superion establish business rules e.g. reconciliation procedures, acceptable check payee information, returned checks, excess payments, etc.
  - Santa Clara/Superion establish appeal process and acceptable waiver rationale
  - Santa Clara/Superion establish payment reconciliation and revenue share schedule.
- **Configure CAD Interfaces**
  - Santa Clara/Superion review interface methodologies
  - Santa Clara/Superion implement alarm incident data transfer process (Hexagon CAD)
  - Santa Clara/Superion test interfaces
  - Crossover to live CAD data transfer
- **Establish Administrative Processes**
  - Superion completes program staffing, as necessary
  - Santa Clara/Superion review ordinance provisions and interpretations

- Superion develops program operating procedures and telephone scripts
- Superion prepares draft program correspondence, forms and invoice formats
- Santa Clara edits and approves correspondence, forms and invoice formats
- Santa Clara/Superion develop public relations plan, e.g. press releases, public service announcements, etc.
- Santa Clara/Superion reviews and approves geo- (address) validation process
- Santa Clara/Superion tests and implements geo-validation process
- **Test and Crossover to Live Operation**
  - Santa Clara/Superion conduct end-to-end program test
  - Crossover to Superion program administration
- **Live Operation**
  - Add/update registration
  - Process daily false alarm activations
  - Generate and transmit required alarm notices and invoices
  - Begin payment processing and management reporting

○ **System Test Plan**

Superion will perform testing as follows:

- Process alarm information from a file extracted from Santa Clara's CAD system. Superion will work with Santa Clara to tailor CryWolf's alarm data interface to accept the false alarm files provided by Santa Clara. Santa Clara will provide the false alarm data utilizing the Hexagon CAD "CryWolf View" or in formats prescribed by Superion in Appendix A.

Superion will also perform additional tests to ensure full system requirements are met including;

- Create required letter formats
- Enter all required location types
- Enter alarm count, letter selection and charge matrix
- Enter initial test alarm call information
- Generate test letters and invoices
- Review program progress and results with the Santa Clara Alarm Program Administrator

## **EXHIBIT B SCHEDULE OF FEES**

### **Pricing**

For the provision of all services and technology outlined in this Agreement, Superior proposes to obtain payment exclusively from the collected revenues Superior helps generate. There will be no upfront systems development, licensing, conversion, equipment, travel or other costs. Superior will purchase, configure, install, and customize everything Superior needs to provide the False Alarm Management Services described herein.

**The parties agree to a fixed revenue share percentage of 24% CryWolf and 76% for Santa Clara.** Only bank fees, citizen overpayments (if any), credit card fees (if any), and mailing costs (postage, paper and envelopes) at U.S. Post Office first class rate, and certified mail costs (if applicable) will be withheld (paid) from gross collections before revenue sharing percentages are applied.

No separate bill is sent to Santa Clara for any additional items including postage, paper and envelopes.

Santa Clara will extract a data file from the Hexagon CAD system, of Santa Clara's current false alarm data to files that can be read by the CryWolf® software by acquiring the Hexagon CAD "CryWolf View" or utilizing the CryWolf prescribed formats. Any cost required by Hexagon for the purchase, license, implementation or support of this Hexagon CAD "CryWolf View" is Santa Clara's responsibility and is not included in this Agreement. Any cost required by the Hexagon CAD Vendor for the purchase, license, implementation or support of this Hexagon CAD interface software will be the responsibility of Santa Clara and is not included in this Agreement.

**Hexagon Bi-directional** Santa Clara will implement the ability to accept CryWolf Permit data of alarm status and permit information e.g. alarm company, alarm subscriber and officer safety information into CAD from CryWolf. This would require Santa Clara to acquire from Hexagon the "I/Alarms Bulk Loader". Any cost required by the Hexagon CAD Vendor for the purchase, license, implementation or support of this Hexagon CAD interface software will be the responsibility of Santa Clara and is not included in this Agreement.

Superior will prepare the CryWolf® permit data export function to produce daily files of alarm status and permit information, e.g. alarm company, alarm subscriber and contact data, which will be imported into Santa Clara's Hexagon CAD utilizing the I/Alarms Bulk Loader.

### **Revenue Share Assumptions**

The percentages outlined above are based on the fee/fine schedules of the City of Santa Clara. If Santa Clara chooses to change the fee/fine structure or its ordinance, Superior will review such changes and, if required, reevaluate the revenue share. The parties shall negotiate in good faith regarding any requested alteration to the

percentages set forth above resulting from a change to the City's fee/fine schedule and/or its false alarm ordinance.

- Historical Data Conversion: Santa Clara does not anticipate data conversion.

### **Mechanism for Revenue Collection and Transfer**

- All alarm fee and fine collections mailed to the Alarm Program will be directed to either a commercial bank lockbox or to Santa Clara to be deposited in a dedicated false alarm bank account ("Alarm Account") to be established at a Santa Clara approved commercial bank. Online and any walk-in payments will also be directed to the central Alarm Account.
- At the beginning of each month, Superior will reconcile all amounts deposited in the Alarm Account during the previous month and provide Santa Clara with an invoice showing the fee calculation and supporting bank reconciliation, including subtractions for the expense items set forth above.
- Once the invoice is approved by Santa Clara, the bank would be authorized to issue transfers, e.g. ACH transfers, to Santa Clara and to Superior for the proposed revenue share amounts.



## **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 General and Auto Liability policies shall be primary insurance as to the City of Santa Clara so that any other General and Auto Liability 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 Technology Errors and Omissions Insurance as appropriate shall be written on a policy form coverage 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 included 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. 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 [Police Department]

P.O. Box 100085 – S2

or

1 Ebix Way

Duluth, GA 30096

John's Creek, GA 30097

Telephone number: 951-766-2280

Fax number: 770-325-0409

Email address: ctsantaclara@ebix.com

#### 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 SYSTEM REQUIREMENTS**

SUPERION will provide hosting at a SSAE-18 Tier III or higher facility as defined by the Uptime Institute, Inc. Per the hosting datacenter's disclosure policies, SUPERION will provide, where allowable, a copy of the datacenter's annual SSAE-18 Type 2 audit report. SUPERION will provide a backup hosting site with equivalent status for disaster recovery should a major catastrophic outage occur.

The hosting facility will be constructed and configured to ensure reasonable and adequate protection of the equipment in the event of a natural event considered possible for the physical location, including but not limited to earthquake, flood, hurricane, tornado, etc.

### **Data Location:**

The service provider shall provide its services to the Customer and its end users solely from data centers in the U.S. Storage of Customer data at rest shall be located solely in data centers in the U.S. The service provider shall not allow its personnel or contractors to store Customer data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The service provider shall permit its personnel and contractors to access Customer data remotely only as required to provide technical support.

The hosting facility must have enough power to support the equipment platform as configured; this includes provisions for back-up power supplies. The facility will include:

- Dual power availability to each rack unit from independent Power Distribution Units (PDUs) removes PDU loss as a single point of failure
- N+1 redundancy of uninterruptible power supplies
- Redundant fuel-based generator power supplies, in the event of a power failure from
- commercial power.

The hosting facility will have reasonable and adequate heating and cooling to insure continuous operation of equipment within acceptable operational limits. The hosting facility shall include

but not be limited to the following features:

- N+1 redundancy of cooling towers, water pumps and chillers
- Multiple air handling units providing an additional level of redundancy
- Cooling units maintain consistent environment temperature and relative humidity levels
- Rack cabinet fans to circulate warm air generated by the servers.

The hosting facility will have physical security to control unauthorized access to the equipment, including but not limited to:

- 24/7 on-site security guard
- Indoor and outdoor security monitoring
- Badge/picture ID access screening
- Escort requirements for access to raised floor areas
- Logged entries for all users entering or leaving the premises

The hosting facility will have data line capacity to ensure responsive access to the proposed data system by SUPERION employees, jurisdictions and customers.

The hosting facility will provide secure encrypted transmission of personal data to include, but not limited to, personal name and address. Secure Socket Layer (SSL) encryption will be utilized to meet this requirement.

SUPERION will be responsible for the data communication infrastructure that connects the data servers to the communication network (switches, etc.)

SUPERION will maintain any service agreements for the equipment and operating systems and maintain the equipment in optimal working order.

SUPERION shall perform daily backups of the data. The images that constitute the functional system will have snapshots taken weekly and stored to the fully redundant storage system. SUPERION's backup strategies and fully redundant Data Recovery (DR) site ensure that a complete system rebuild of data will not be necessary. SUPERION will use commercially reasonable efforts to replicate all relevant agency data "in near real-time" to a geographically separate location where they can stand up the SUPERION application stack and restore service

Within thirty (30) calendar days following the end of its final Subscribed Services term ("End of Term"), SUPERION shall provide a complete copy of Customer's data and associated documents, as updated or modified by Customer's use of the Subscribed Services, in a database dump file format. SUPERION will comply in a timely manner with such request, if Customer pays any and all unpaid amounts due to SUPERION.

SUPERION will meet measurable standards for expected and reasonable system availability (uptime) as established elsewhere in this Hosting Attachment. The system must generally be available seven days a week, twenty-four hours per day. Scheduled down time is acceptable. Unscheduled maintenance between 6:00 am and 5:00 pm Pacific time must be to resolve production emergencies only, limited to no more than One Hundred and Twenty (120) minutes and occur no more than one time per month. In no event will any proposed standard be less than a commercially reasonable standard.

Any SUPERION security patches for "Very High" and "High" severity level security risks will be available and patched within thirty (30) days of patch availability.

SUPERION defines a Very High severity level where the offending line or lines of code is a very serious weakness and is an easy target for an attacker. SUPERION defines High severity level where the offending line or lines of code have significant weakness.

### **Management, Support and Maintenance of Hardware**

1. SUPERION will provide, manage and maintain operating systems on all System environment hardware. This will involve application of any necessary patches or updates and upgrades as necessary. SUPERION will provide system redundancy.
2. SUPERION will provide, manage and maintain, for the System, the physical or virtual resources. This will involve any physical fix as needed, updates or refreshes as necessary.

### **Operating System Management**

1. SUPERION shall provide proper functionality of hosting software on servers. Support is provided for operating systems and related software products. Included are all ongoing processes to maintain supplier-supported operating platforms including preventive software maintenance services.
2. SUPERION will perform the following:
  - Install and maintain system-level software, such as operating system and other system-level products software requiring user access
  - Monitor system software status and take necessary action to resolve any issues
  - Perform operation system software tuning as required to maintain daily operations for SUPERION-provided services
  - Install preventive maintenance patches deemed critical by the vendor to support system software products to prevent known problems from impacting the operating environment
  - Install patches per vendor instructions for security exposures deemed critical by the vendor
  - Participate in the identification of connectivity and associated network problems
  - Plan and implement necessary changes for the System
  - Document and track all configuration management changes using the site change management process
  - Provide problem escalation and interact as necessary with third-party Suppliers

SUPERION shall provide the equipment, hardware and network infrastructure necessary to operate and sustain all contracted software on behalf of customer and to provide the necessary development, test, production, and training environments.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF SANTA CLARA,  
CALIFORNIA, AMENDING CHAPTER 8.40 (“FALSE ALARM  
REGULATION”) OF “THE CODE OF THE CITY OF SANTA  
CLARA, CALIFORNIA”**

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

**WHEREAS**, the Santa Clara Police Department Permits Unit processes permits for commercial and residential alarm systems;

**WHEREAS**, the City’s false alarm regulations exist to ensure accurate, up-to-date information for Fire and/or Police personnel responding to an alarmed location, and enable emergency personnel to contact responsible parties and/or alarm repair company representatives should the alarm need to be reset, has a recurring problem, or the site needs to be secured;

**WHEREAS**, the Police Department’s current alarm permit software is outdated and does not integrate with the Department’s new Computer Aided Dispatch system, which has led to enormous inefficiencies;

**WHEREAS**, over the time period January through October 2018, the Police Department received over two thousand alarm dispatch requests that were determined to be false alarm notifications (user error, mechanical issue with the alarm system, etc.), which is a significant drain on departmental resources, and is addressed by fees assessed via the Municipal Fee Schedule;

**WHEREAS**, the City has entered into an agreement with Superior LLC to provide a new software solution for alarm permit management and fee collection, which will greatly increase internal efficiencies, provide enhanced customer service to the community, and is compatible with the department’s new Computer Aided Dispatch system; and,



**WHEREAS**, in order to effectuate the new software solution through its agreement with Superior LLC, and in the best interests of the City of Santa Clara, the City must amend its existing false alarm ordinance to modify definitions, monitoring procedures, appeals, and suspension of emergency alarm response.

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

**SECTION 1:** That Chapter 8.40 (entitled “False Alarm Regulation”) of Title 8 (entitled “Health and Safety”) of “The Code of the City of Santa Clara, California” (“SCCC”) is amended to read as follows:

**“Chapter 8.40  
FALSE ALARM REGULATION**

<b>8.40.010</b>	<b>Purpose and scope.</b>
<b>8.40.020</b>	<b>Definitions.</b>
<b>8.40.030</b>	<b>Alarm permit required.</b>
<b>8.40.040</b>	<b>Permit application.</b>
<b>8.40.050</b>	<b>Permit fees.</b>
<b>8.40.060</b>	<b>Reserved.</b>
<b>8.40.070</b>	<b>Application review and permit issuance.</b>
<b>8.40.080</b>	<b>Transferability.</b>
<b>8.40.090</b>	<b>Confidentiality.</b>
<b>8.40.100</b>	<b>Alarm systems in apartment complexes – Contracted for by individual tenant.</b>
<b>8.40.110</b>	<b>Alarm systems in apartment complexes – Furnished by the apartment complex as an amenity.</b>
<b>8.40.120</b>	<b>Proper alarm systems operation and maintenance.</b>
<b>8.40.130</b>	<b>Monitoring procedures.</b>
<b>8.40.140</b>	<b>Duties of alarm company.</b>
<b>8.40.150</b>	<b>Reserved.</b>
<b>8.40.160</b>	<b>Alarm dispatch request records.</b>
<b>8.40.170</b>	<b>System performance reviews.</b>
<b>8.40.180</b>	<b>False alarms fees and fines.</b>
<b>8.40.190</b>	<b>Appeals.</b>
<b>8.40.200</b>	<b>Denial, suspension, revocation, nonrenewal, or denial of reinstatement, of alarm permit and/or emergency alarm response.</b>
<b>8.40.210</b>	<b>Reserved.</b>
<b>8.40.220</b>	<b>Reinstatement of alarm permit and response.</b>

**8.40.230      Reserved.**  
**8.40.240      Emergency no response.**

**8.40.010      Purpose and scope.**

(a) The purpose of this chapter is to encourage alarm users and alarm companies to maintain the operational reliability and proper use of alarm systems and to reduce or eliminate false alarm dispatch requests.

(b) This chapter governs systems intended to summon police response, requires alarm permits, establishes fees, provides for penalties for violations, establishes a system of administration, and sets conditions for suspension, denial or revocation of alarm permits.

(c) Alarm registration is not intended to, nor will it, create a contract, duty or obligation, either expressed or implied, of response, in accordance with California law.

(d) Motor vehicles and recreational vehicles are not subject to this false alarm chapter.

**8.40.020 Definitions.**

The words and terms used in this chapter shall have the following meanings unless the context clearly indicates otherwise:

(a) "A" definitions:

(1) "Alarm administrator" means a person or persons designated by the Chief of Police to administer, control and review alarm applications, alarm permits and alarm dispatch requests.

(2) "Alarm company" means the business, by an individual, partnership, corporation or other entity of selling, leasing, maintaining, servicing, repairing, altering, replacing, moving, installing or monitoring an alarm system in an alarm site.

(3) "Alarm dispatch request" means a notification to the police by the alarm

company that an alarm, either manual or automatic, has been activated at a particular alarm site.

(4) "Alarm site" means a single premises or location served by an alarm system or systems. Each tenancy, if served by a separate alarm system in a multi-tenant building or complex, shall be considered a separate alarm site.

(5) "Alarm system" means a device or series of devices, including, but not limited to, systems interconnected with radio frequency signals, which are designed to discourage crime, by emitting or transmitting a remote or local, audible, visual or electronic signal indicating an alarm condition. Alarm system does not include:

(A) An alarm installed on a vehicle unless the vehicle is permanently located at a site; or

(B) An alarm designed to alert only the inhabitants of a premises that does not have a sounding device which can be heard on the exterior of the alarm site and is not connected to or monitored by an alarm company.

(6) "Alarm user" means any person, firm partnership, corporation or other entity that uses an alarm system at its alarm site.

(7) "Alarm User Awareness Class" means a class conducted for the purpose of educating alarm users about the responsible use, operation, and maintenance of alarm systems and the problems created by false alarms.

(b) Reserved for future use.

(c) "C" definitions:

(1) "Cancellation" means termination of response by the Police Department when the alarm company notifies the Police Department that there is not an existing

situation at the alarm site requiring emergency services response after an alarm dispatch request. If cancellation occurs prior to police arriving at the scene, no penalty will be assessed.

(2) "Chief of Police" means the elected Chief of Police of the City or an authorized representative of the Chief of Police.

(3) "City" means the City of Santa Clara, California.

(4) "Conversion" means the transaction or process by which one alarm company begins monitoring an alarm system previously monitored by another alarm business.

(5) "Corrective action" means an appropriate act or acts taken by the alarm user or alarm company that substantially reduces the likelihood of false alarms.

(d) "D" definitions:

(1) "Duress alarm" means a silent alarm signal generated by the manual activation of a device intended to signal a crisis situation requiring police response.

(e) "E" definitions:

(1) "Enhanced Call Confirmation" (ECC) means an attempt by the alarm system monitoring company to contact the alarm site and/or alarm user by telephone and/or other means, whether or not actual contact with a person is made, to determine whether an alarm signal is valid before requesting law enforcement response. A second call shall be made to an alternate number provided by the alarm user if the first attempt fails EXCEPT in case of a fire, panic or robbery-in-progress alarm or in cases where a crime-in-progress has been verified as defined in ANSI/CSAA CS-V-01-2016 (or current version).

(f) "F" definitions:

(1) "False alarm dispatch" means an alarm dispatch request to the Police Department, when the responding officer finds no evidence of a criminal offense or attempted criminal offense after having completed an investigation of the alarm site. An alarm dispatch request which is canceled by the alarm company or the alarm user prior to the time the responding officer reaches the alarm site shall not be considered a false alarm dispatch.

(g) Reserved for future use.

(h) "H" definitions:

(1) "Hearing officer" means the City Manager or designee, as set forth in Chapter 2.115 SCCC.

(2) "Holdup alarm" means a silent alarm signal generated by the manual activation of a device intended to signal a robbery in progress.

(i) Reserved for future use.

(j) Reserved for future use.

(k) "K" definitions:

(1) "Keypad" means a device that allows control of an alarm system by the manual entering of a coded sequence of numbers or letters.

(l) Reserved for future use.

(m) "M" definitions:

(1) "Monitoring" means the process by which an alarm company receives signals from alarm systems and relays an alarm dispatch request to the City for the purpose of summoning police response to the alarm site.

(n) "N" definitions:

(1) "No response" means an affirmative action taken by the Chief of Police to suspend response to any further alarms at the alarm site until proof of appropriate corrective action has been taken to substantially reduce the likelihood of additional false alarms dispatches.

(o) "O" definitions:

(1) "One plus duress alarm" means the manual activation of a silent alarm signal by entering on a keypad a code that adds a one-number digit increase to the last digit of the normal arm/disarm code (example: normal code = 1234; one plus duress code = 1235).

(p) "P" definitions:

(1) "Permit" means a permit issued to an alarm user by the City allowing the operation of an alarm system within the City.

(2) "Person" means an individual, corporation, partnership, association, organization or similar entity.

(q) Reserved for future use.

(r) Reserved for future use.

(s) Reserved for future use.

(t) Reserved for future use.

(u) Reserved for future use.

(v) Reserved for future use.

(w) Reserved for future use.

(x) Reserved for future use.

(y) Reserved for future use.

(z) Reserved for future use.

#### **8.40.030 Alarm permit required.**

(a) No alarm user shall operate, or cause to be operated, an alarm system at its alarm site without a valid alarm permit issued by the alarm administrator. A separate alarm permit is required for each alarm site.

An annual permit and renewal fee are required for the initial registration and annual renewals. Each alarm permit shall be assigned a unique permit number, and the user shall provide the permit number to the alarm company to facilitate law enforcement dispatch. An alarm permit shall expire one (1) year from the date of issuance and must be renewed annually by submitting an updated application prior to the alarm permit expiration date. The alarm user shall be notified of the requirement to renew the permit, and the process therefor, prior to the expiration date of the permit. Failure to renew will be classified as a use of non-permitted alarm system and citations and penalties may be assessed.

(b) If an alarm user has one or more alarm systems protecting two or more separate structures having different addresses and/or tenants, a separate permit shall be required for each structure and/or tenant.

#### **8.40.040 Permit application.**

Each application for an alarm permit shall include, but not be limited to, the following information:

(a) The name, address, telephone number(s) and email address(es) of the alarm site and alarm user and any other person who will be, jointly with the alarm user, the alarm permit holder and bear responsibility for the proper maintenance and operation of the

alarm system and payment of fees or fines assessed, and any other action necessary for compliance with the terms of this chapter;

(b) Two alternative contacts including name, address, email address, and phone number;

(c) The classification of the alarm site as either residential or commercial;

(d) The purpose of the alarm system (i.e., burglary, holdup, duress, etc.) for each alarm system located at the alarm site; and

(e) The classification of the alarm site as being equipped or non-equipped for duress alarm.

#### **8.40.050 Permit fees.**

The alarm permit fees for residential or a commercial alarm sites are determined by resolution of the City Council. No refund of any alarm permit fee will be made.

#### **8.40.060 Reserved.**

#### **8.40.070 Application review and permit issuance.**

(a) Within ten (10) days of receipt of the completed application, the alarm administrator shall grant or deny the application and notify the applicant.

(b) If the application is denied, the alarm administrator shall attach to the application a statement of the reasons for denial.

#### **8.40.080 Transferability.**

An alarm permit cannot be transferred to another person or alarm site. When the possession of the premises at which an alarm system is maintained is transferred, the person (user) obtaining possession of the property shall file an application for an alarm permit within ten (10) days of obtaining possession of the property.



#### **8.40.090 Confidentiality.**

Confidential information contained in alarm permit application shall be held in confidence by all employees or representatives of the City with access to such information, unless subject to disclosure pursuant to applicable law.

#### **8.40.100 Alarm systems in apartment complexes – Contracted for by individual tenant.**

(a) If an alarm system installed by an individual tenant in an apartment complex unit is monitored, the tenant must provide the name of a representative of the apartment owner or property manager who can grant access to the apartment to the alarm company which is providing the monitoring service.

(b) A tenant of an apartment complex shall also obtain an alarm permit from the alarm administrator before operating or causing the operation of an alarm system in the tenant's residential unit. The fee for this alarm permit or the renewal of this alarm permit shall be the same as the fee for a residential alarm site.

(c) For purposes of enforcing this chapter against an individual residential unit, the tenant is responsible for false alarm dispatches emitted from the alarm system in the tenant's residential unit.

#### **8.40.110 Alarm systems in apartment complexes – Furnished by the apartment complex as an amenity.**

(a) If the owner or property manager of an apartment complex provides alarm systems in each residential unit as an amenity, then the owner or property manager of the apartment complex shall either obtain or renew an alarm permit from the alarm administrator on behalf of each resident in each such unit, or direct the resident in writing

to obtain an alarm permit in accordance with the terms of this Chapter. The individual or entity in whose name the alarm permit is issued and held is responsible for compliance with the terms of this Chapter, under 8.40.040.

(b) The owner or property manager of an apartment complex shall obtain a separate alarm permit for any alarm system operated in a nonresidential area of the apartment complex, including, but not limited to, common tenant areas and office, storage and equipment areas, and pay the associated fee.

#### **8.40.120 Proper alarm systems operation and maintenance.**

(a) An alarm user shall:

(1) Maintain the premises and the alarm system in a manner that will minimize or eliminate false alarm dispatches;

(2) Maintain a list of two alternate contact persons and current telephone numbers with the alarm company;

(3) Make every reasonable effort to respond or cause a representative(s) to respond to the alarm system's location within one (1) hour when notified by the City to deactivate a malfunctioning alarm system, to provide access to the premises, or to provide security for the premises; and

(4) Not manually activate an alarm for any reason other than an occurrence of an event that the alarm system was intended to report.

(b) An alarm user shall adjust the alarm system or cause the mechanisms of the alarm system to be adjusted so that an alarm signal audible on the exterior of an alarm site will sound for no longer than ten minutes after being activated or fifteen (15) minutes for systems operating under Underwriters Laboratories, Inc. standards 365 or 609.

#### **8.40.130 Monitoring procedures.**

(a) An alarm company performing monitoring services shall:

(1) Attempt to confirm validity of the alarm signal, by calling the alarm site and/or alarm user by telephone, before requesting dispatch. Telephone confirmation shall require, as a minimum, that a second call also known as Enhanced Call Confirmation (ECC), be made to a different number, if the first attempt fails to reach an alarm user who can properly identify themselves to attempt to determine whether an alarm signal is valid, except in case of a fire, panic or robbery-in-progress alarm or in cases where a crime-in-progress has been verified as defined in ANSI/CSAA CS-V-01-2016(or current version);

(2) Report alarm signals to City of Santa Clara communications by using telephone numbers designated by the alarm administrator;

(3) Communicate alarm dispatch requests to the City in a manner and form determined by the alarm administrator;

(4) Communicate verified cancellations of alarm dispatch requests to the City in a manner and form determined by the alarm administrator; and

(5) Ensure that all alarm users of alarm systems equipped with duress alarm are given adequate training as to the proper use of the duress alarm.

(b) The alarm administrator shall:

(1) Designate a manner, form and telephone numbers for the communication of alarm dispatch requests; and

(2) Develop a procedure to accept verified cancellation of alarm dispatch requests.

#### **8.40.140 Duties of alarm company.**

(a) After January 1, 2000, alarm companies shall not program alarm systems so that they are capable of sending one plus duress alarms. Alarm companies may continue to report one plus duress alarms received from alarm systems programmed with this feature prior to 1999.

(b) After January 1, 2001, when performing a takeover or conversion, an alarm company must remove the one plus duress alarm capability from the alarm system being taken over or converted.

(c) After January 1, 2000, alarm companies shall not install a device(s) for activating a hold-up alarm which is a single action non-recessed button. (Ord. 1735 § 3, 6-1-99).

(d) Any person engaged in the alarm business in the City shall comply with the following:

(1) Obtain and maintain the required state, county and/or city license(s) including a business tax certificate set forth in SCCC 3.40.060.

(2) Provide name, address, and telephone numbers of the business tax certificate holder or a designee who can be called in an emergency, 24 hours a day; and be able to respond to an alarm call, when notified, within 30 minutes.

(3) Be able to provide the most current contact information for the alarm user; and to contact a key holder for a response, if requested.

(4) Provide new and cancelled alarm sites in the format required by the City every thirty (30) days or upon request by the City.

(5) An alarm installation company and/or monitoring company that purchases alarm system accounts from another person or entity shall notify the City of such purchase and provide details as may be requested by the City.

(e) Prior to activation of the alarm system, the alarm company must provide an alarm user awareness class with instructions explaining the proper operation of the alarm system to the alarm user, and ensure that all alarm users of alarm systems equipped with a duress, holdup or panic alarm are given adequate training as to the proper use of the duress, holdup or panic alarm.

(f) After completion of the installation of an alarm system, the alarm company employee shall review with the alarm user the customer false alarm prevention checklist or an equivalent checklist approved by the City. The alarm company employee shall complete, sign and date the alarm prevention checklist and maintain a copy for a period of two (2) years.

(g) The alarm company shall instruct the alarm user to submit an alarm permit application to the alarm administrator for any alarm system installed after the adoption of the ordinance codified in this chapter.

(h) Maintain for a period of at least one (1) year from the date of the alarm dispatch request, records relating to the alarm dispatch. Records must include name, address and telephone number of the alarm user, the alarm system zones activated, the time of alarm dispatch request and evidence of an attempt to verify the alarm. The alarm administrator may request copies of such records for individually name alarm users. If the request is made, the alarm monitoring company shall provide requested information within (10) business days of receiving the request.

#### **8.40.150 Reserved.**

#### **8.40.160 Alarm dispatch request records.**

(a) When responding to an alarm dispatch request, the officer and/or

communications should record such information as reasonably necessary to permit the alarm administrator to maintain records, including, but not limited to, the following information:

- (1) Identification of the alarm permit number for the alarm site;
- (2) Address of the alarm site;
- (3) Unit, area and/or sub-area of premises involved;
- (4) Dispatch received time;
- (5) Date and time of arrival at the alarm site;
- (6) Weather conditions effecting the alarm system activation;
- (7) Whether the alarm activation was due to a mechanical failure;
- (8) Name of alarm user's representative on premises, if any;
- (9) Identification of the responsible representative of the alarm company,

and/or;

- (10) Unable to locate the address.

(b) The responding police officer shall indicate on the dispatch record whether the dispatch was caused by a criminal offense, an attempted criminal offense, or was a false alarm dispatch.

(c) In the case of an assumed false alarm dispatch, the responding police officer shall leave notice at the alarm site that the Police Department has responded to a false alarm dispatch. The notice shall include the following information:

- (1) The date and time of police response to the false alarm dispatch;
- (2) The identification number of the responding police officer; and
- (3) A statement urging the alarm user to ensure that the alarm system is

properly operated, inspected, and serviced in order to avoid fees or fines.

(d) Alarm companies which perform monitoring services must maintain records in accordance with SCCC 8.40.140(h).

#### **8.40.170 System performance reviews.**

If there is reason to believe that an alarm system is not being used or maintained in a manner that ensures proper operation and suppression of false alarm dispatch(s), the alarm administrator may require an alarm system inspection by a properly licensed alarm company to insure the alarm meets industry standards. In addition, the alarm administrator may require a conference with an alarm user and the alarm company responsible for the repair of the alarm system to review the circumstances of each false alarm dispatch.

#### **8.40.180 Fees and fines.**

All fees and fines are set by resolution of the City Council and must be paid before a permit may be issued or renewed. An alarm user shall be subject to fines, depending on the number of false alarms within any twelve-month period. Any person operating a non-permitted alarm system will be subject to a fine for each false alarm in addition to any other fines and fees.

#### **8.40.190 Appeals.**

The Chief of Police shall determine whether a fine shall be assessed, and whether a permit shall be denied issuance, renewal, reinstatement, or shall be revoked or suspended. Such a decision by the Chief of Police may be appealed under the procedures set forth in Chapter 2.115 SCCC.

#### **8.40.200 Denial, suspension, revocation, nonrenewal, or denial of reinstatement, of alarm permit and/or emergency alarm response.**

The Chief of Police, or designee, is authorized to deny (pursuant to SCCC 8.40.070), suspend (for a period up to the term remaining on the permit), revoke, deny renewal of, or deny reinstatement of, a permit issued under this Chapter, or response by emergency services to an alarm, on the grounds set forth herein. In the event such authority is exercised, the applicant or permittee shall be notified in writing of the decision, which shall include a statement of the reasons therefor.

A suspension, revocation, or nonrenewal of alarm permit shall be effective upon expiration of the appeal period as set forth in SCCC Chapter 2.115. A permit denial or denial of reinstatement (see SCCC 8.40.220) shall be effective immediately for the purposes of appeal timelines under SCCC 2.115. Suspension of emergency alarm response shall be effective on the date stated in the written notice of same, which shall not be less than seven (7) calendar days after the date of mailing of the notice.

(a) A suspension of emergency alarm response may be implemented by the Chief of Police after written notice, to the alarm user and alarm company of the repeated instances of false alarms at the alarm site. A notice of permit suspension issued concurrently with the suspension of emergency alarm response may also include the amount of the fine for each false alarm, if applicable. Emergency alarm response may be suspended if an alarm system has generated in excess of eight (8) false alarms during any twelve (12) month period. A suspension of emergency response shall not restrict, or in any manner limit, the alarm user from requesting police response to a 911 emergency incident.

(b) The alarm administrator may deny issuance of, suspend or revoke, deny reinstatement or deny renewal of, an alarm permit if it is determined that any of the following have occurred:



(1) The applicant has knowingly made any false, misleading or fraudulent statement of material fact in the application for an alarm permit;

(2) The permit holder has failed to make payment of any service fee, permit fee, late fee or suspension fee assessed under this article within ninety (90) days of the assessment.

(3) An alarm system has generated in excess of eight (8) false alarms during any twelve (12) month period.

(4) An alarm permit for the alarm site was suspended or revoked, and the violation causing the suspension or revocation has not been corrected; or

(5) Failure to comply with any provision of this chapter.

(c) A person commits a violation of this chapter if he/she operates an alarm system during the period in which their alarm permit is suspended or revoked.

(d) If the alarm permit is reinstated pursuant to SCCC [8.40.220](#), the alarm administrator then may suspend or revoke the alarm permit if it is determined that three (3) or more false alarm dispatches have occurred in the remainder of the (12) twelve month year.

#### **8.40.210 Reserved.**

#### **8.40.220 Reinstatement of alarm permit and response.**

(a) A person whose alarm permit has been suspended, revoked and/or placed on suspension of emergency alarm response, may be reinstated and/or resume City emergency services alarm response upon the alarm holder submitting satisfactory proof of compliance with the following, as applicable:

(1) Submits an updated application and pays a permit fee as established by

resolution of the City Council.

(2) Pays, or otherwise resolves, all fees and fines; including a reinstatement fee.

(3) Submits a certification from an alarm company that complies with the requirements of this chapter, stating that the alarm system has been inspected and repaired (if necessary) by the alarm company.

(4) Proof the alarm user has been re-trained on the use of the alarm system and procedures for contacting the alarm company in the case of false activation.

(5) The alarm user successfully completes and passes an on-line alarm awareness class.

(b) The Police Department shall reinstate its response to an alarm site as soon as is practicable after receiving notice of reinstatement from the alarm administrator. The user and monitoring company shall take notice that the alarm site has been officially reinstated only after receiving notice from the alarm administrator of that fact. It shall be the responsibility of the alarm user to verify that permit status and future police response have been properly restored.

#### **8.40.230 Reserved.**

#### **8.40.240 Emergency no response.**

(a) The Chief of Police may issue an order suspending police response to an alarm or impose an emergency no response to the alarm site for a temporary time period not to exceed forty-eight (48) hours, if the Chief of Police determines that either:

(1) There have been an unreasonable number of false alarm dispatches at the alarm site for a twenty-four (24) hour period and there is no responsible party available;

or

(2) There are continuous (more than four (4) hours) false alarm dispatches occurring at the alarm site with no available means to disengage the alarm system.

(b) The Chief of Police shall ensure that a reasonable effort has been made to notify the responsible alarm company of an emergency no response action.

(c) An emergency no response action shall not restrict, or in any manner limit, the alarm user from requesting police response to a 911 emergency incident.”

**SECTION 2: Ordinances Repealed.** With exception of the provisions protected by the savings clause, all ordinances (or parts of ordinances) in conflict with or inconsistent with this ordinance are hereby repealed.

**SECTION 3: Savings clause.** The changes provided for in this ordinance shall not affect any offense or act committed or done or any penalty or forfeiture incurred or any right established or accruing before the effective date of this ordinance; nor shall it affect any prosecution, suit or proceeding pending or any judgment rendered prior to the effective date of this ordinance. All fee schedules shall remain in force until superseded by the fee schedules adopted by the City Council.

**SECTION 4: Effective date.** This ordinance shall take effect thirty (30) days after its final adoption; however, prior to its final adoption it shall be published in accordance with the requirements of Section 808 and 812 of “The Charter of the City of Santa Clara, California.”

PASSED FOR THE PURPOSE OF PUBLICATION this XX day of XXXXXX, 2019, by the following vote:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST:

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NORA PIMENTEL, MMC  
ASSISTANT CITY CLERK  
CITY OF SANTA CLARA

Attachments incorporated by reference: None



# Alarm Permit Program Community Meeting

Tuesday, January 7  
2 – 3:30 p.m.  
Central Park Library, 2635  
Homestead Road

Wednesday, January 8  
6 – 7:30 p.m.  
Northside Branch Library, 695  
Moreland Way

Presented by:  
Wahid Kazem, Police Captain  
Sujata Reuter, Assistant City Attorney  
Carolyn McDowell, Management Analyst



## Historical Information

- California Business & Professions Code 7592.8 (originally enacted in 1982) specifically allows a City to require residential and commercial alarm owners to obtain a permit, and to enact ordinances addressing responses to false alarms
- City Council originally adopted False Alarm regulations in 1994 (Ord. No. 1653), amended substantially in 1999 (Ord. No. 1735), with minor modifications in 2008 (Ord. No. 1836), and renumbering
- The City's False Alarm regulations have existed in essentially the same form since 1999



## Chapter 8.40 of the City Code

- Municipal Code Chapter 8.40, False Alarm Regulation, exists to ensure accurate, up-to-date information for Fire or Police personnel responding to the alarmed location.
  - It also enables emergency personnel to contact responsible parties and/or alarm repair company representatives should the alarm need to be reset, has a recurring problem, or the site needs to be secured.
  - Having this information readily available allows City personnel to return to providing services to the community in a timely manner.



# Technology

- The City's Computer Aided Dispatch (CAD) was linked to WINPACS, an alarm management software
- Like the former CAD system, WINPACS was archaic, did not provide the Police Department with technology currently available in alarm management systems and did not integrate with Hexagon CAD.
  - For example, WINPACS did not allow residents to register online, pay via credit card or provide staff with automatically generated invoices
  - Since the integration to Hexagon CAD, the Police Department has been manually managing new Residential and Business Alarm permits, renewals and bill collection





# Purpose of an Alarm Registration and Annual Renewal

- Alarm Registration
  - Makes emergency personnel aware of emergency contacts for the location
  - Provides information about special conditions (e.g. animals, hazardous materials, etc.)
- Alarm Renewal
  - Third-party to provide notification of renewal approximately 30-45 days in advance of expiration
    - Renewals accepted via paper registration, online or by calling a customer service representative
  - A renewal requirement creates an annual opportunity to update contact information, mailing address, phone numbers, special conditions, etc.
  - Renewal results in a more accurate database, reducing staff time connected with justified and false alarms

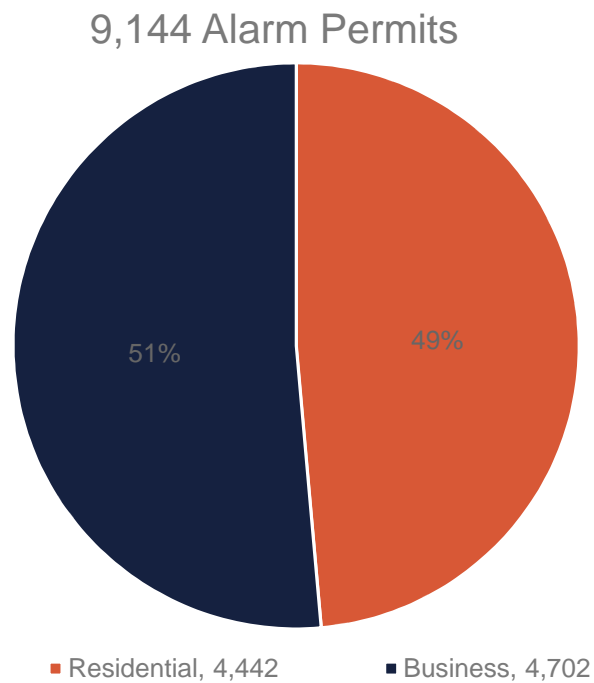


## Supporting an Alarm Permit Program

- Community Service Officer to address customer questions, accept and process registration form, reach out to unpermitted locations regarding Ordinance, activation and need to register, conduct invoice and subsequent notification(s), manage payments, prepare analytics
- Public Safety Dispatcher to receive calls for service from Monitoring Centers, residents or businesses regarding an alarm activation and deploy resources
- Police Officers and/or Firefighters to respond to the call for service
- All of the above to make contact with responsible party's as a result of an alarm activation, justified or false



# Residential and Business Alarm Permits





## Calls for Service

	Alarm Calls for Service	Calls Cancelled Before Officer Arrived on Scene	Valid Alarm Calls
2017	3,493	793	60
2018	3,824	821	41
2019	3,567	830	29



## Superion, LLC

- Superion has more California clients than any other false alarm management company
- Superion currently supports the false alarm reduction efforts in the attached California cities and counties on premise or outsource

California Clients		
Agency	Population	Contract Date
Los Angeles	3,850,000	September 2008
Sacramento County	1,250,000	March 2009
San Diego	1,225,000	March 2015
Fresno County	865,000	September 2007
Monterey County	422,000	March 2005
Sacramento	410,000	July 2008
Bakersfield	376,000	September 2011
Santa Ana	335,000	December 2019
Riverside	293,000	October 2002
Oxnard	200,000	May 2017
Elk Grove	160,000	November 2016
Pomona	155,000	April 2008
Salinas	151,000	September 2011
Hayward	150,000	January 2015
Pasadena	140,000	March 2017
Concord	125,000	August 2015
Richmond	110,000	August 2016
Fairfield	100,000	December 2008
Westminster	93,000	May 2010
Santa Monica	92,000	Contract pending
Vacaville	92,000	June 2005
Chico	88,000	January 2016
Santa Barbara	85,000	July 2008
Mountain View	75,000	April 2011
Baldwin Park	75,000	August 2011
Folsom	74,000	June 2014
Redlands	69,000	August 2013
Madera	55,000	June 2004
Rocklin	55,000	December 2015
West Sacramento	47,000	October 2012
Benicia	28,000	September 2017
Los Altos	28,000	November 2011



# Agreement with Superion, LLC

- Superion, LLC is a state-of-the-art alarm management system with the capability to be integrated into Hexagon CAD
- If approved, enhanced services to residents, business and staff will include:
  - Provide citizens and businesses with secure 24/7 online access to account information via an agency dedicated website;
  - Automatically generate notices, create invoices and calculate fees in accordance with our Municipal Fee Schedule and City Code;
  - Integrate alarm incidents, billing and accounts receivable information;
  - Fully automated interface with our Hexagon CAD system for daily transfers of alarm incident data, permit status, alarm system contacts and site hazards between CryWolf® and Hexagon;
  - Capture, track, and account for the filing and adjudication of hearings and appeals in accordance with your direction
  - Provides an administration portal for city staff to run reports in the program



# Agreement System Requirements

- The Agreement with Superior, LLC meets applicable Payment Card Industry standards for confidentiality and data security
  - Services will house all data in the United States
  - Indoor and outdoor 24/7 on-site security guard at the facility
  - Badge/picture ID access screening
  - Escort requirements for access to raised floor areas
  - Logged entries for all users entering and exiting the premises
  - Perform daily back-up of the data
  - Secure Socket Layer (SSL) encryption will be utilized for transmission of personal data





# Revenue Sharing Split with Superior, LLC

- Through analysis and review of the Police Department's alarm program and corresponding revenue, new fees were proposed and a revenue sharing split was negotiated
- There are no upfront costs or annual maintenance fees as part of this Agreement. Instead, Superior (24%) and the City of Santa Clara (76%) will split the estimated revenue
- The first-year revenue and expenditure estimates were included in the FY 2019/20 Adopted Operating Budget. These included proposed adjustments to Chapter 8.40 Security Alarm Systems and the Municipal Fee Schedule estimated annually at \$246,000 (or, \$186,960 to the City of Santa Clara)
- The proposal includes taking action on a three-year Agreement with Superior LLC, and authorize the City Manager to automatically renew the agreement for additional one-year periods, with a maximum of two additional one-year periods





## Current Alarm Permit Rate Structure

	Current Fee
Alarm Permit	\$37 (one time)
Late Payment fee	\$0
Reinstatement fee	\$0
Non-Registration fine	n/a
False Alarm – 1 <sup>st</sup> offense	\$0
False Alarm – 2 <sup>nd</sup> offense	\$0
False Alarm – 3 <sup>rd</sup> offense	\$111
False Alarm – 4 <sup>th</sup> offense	\$136
False Alarm – 5 <sup>th</sup> and subsequent offenses	\$161
Dispatch for a Hold-Up Alarm	\$121, plus False Alarm fee



# Alarm Permit Fees throughout Santa Clara County

Agency	Registration Fee Residential	Registration Fee Business	Renewal Fee R / B	Late Payment Fee	Reinstatement Fee	Non-Registration Fee	False Alarm 1st offense	False Alarm 2nd offense	False Alarm 3rd offense	False Alarm 4th offense	False Alarm 5th and subsequent offenses	Hold-up alarm	
Campbell	\$0	\$0	N/A	N/A	N/A		\$0	\$0	\$0	\$208	\$208	N/A	
Cupertino	\$84.29	\$84.29				\$100 - \$500							
Gilroy	\$35	\$35	N/A	N/A	\$25	\$250	\$0	\$0	\$195- \$500			N/A	
Los Altos	\$38	\$38	\$38	\$76			\$0	\$0	\$227	\$227	\$227	N/A	
Los Gatos	\$0	\$95	N/A	N/A			\$0	\$170	\$170	\$170	Chief's Discretion	N/A	
Milpitas	N/A	N/A	N/A	N/A	N/A		\$0	0	0	\$50	\$100	N/A	
Morgan Hill	\$0	\$0	N/A	N/A	N/A		\$0	\$180	\$180	\$180	\$180 +	N/A	
Mountain View	\$20	\$80	\$20 / \$80	N/A	N/A		\$0	\$100	\$150	\$250	\$500 +	N/A	
Palo Alto	\$50	\$50	\$40			\$250	\$0	0	\$124	\$184	\$233 +	N/A	
San Jose	N/A	N/A	N/A	N/A	N/A		\$0	\$250	\$350	\$500	\$750 +	N/A	
Santa Clara	\$37	\$37	N/A	N/A	N/A	N/A	\$0	\$0	\$111	\$136	\$161	\$121	
Saratoga	N/A	N/A	N/A	N/A	N/A		\$0	\$0	\$50	\$100	\$200	N/A	
Sunnyvale	\$35	\$70	\$35 / \$70	\$25		\$250.00	\$0	\$0	\$200	\$200	\$350	N/A	



## Alarm Permit Revenue

Year	Revenue Collected
2015	\$51,275
2016	\$104,742
2017	\$115,466
2018	\$212,883
January – August, 2019	\$92,114



## Cost Recovery

- Total programmatic cost - \$954,333
- Alarm dispatch requests – 3,567
  - 2,708 responses equates to approximately \$352 per call for service through the response period
- Proposition 26, categorized False Alarm fees as regulatory fees; a regulatory fee must not exceed the cost to administer the program
- Currently, there is a deficit in the regulatory program; fees would need to increase significantly to cover administrative expenses



# Resolution Amending the Municipal Fee Schedule

	<b>FY 19/20 Municipal Fee Schedule</b>	<b>Proposed Alarm Permit Fees</b>
Alarm Permit (unchanged)	\$37 (one time)	\$37, plus annual renewal fee of \$15
Late Payment fee (new)	\$0	\$25
Reinstatement fee (new)	\$0	\$15
Non-Registration fine (new)	n/a	\$50
False Alarm – 1 <sup>st</sup> offense (unchanged)	\$0	\$0
False Alarm – 2 <sup>nd</sup> offense (new)	\$0	\$50
False Alarm – 3 <sup>rd</sup> offense (unchanged)	\$111	\$111
False Alarm – 4 <sup>th</sup> offense (unchanged)	\$136	\$136
False Alarm – 5 <sup>th</sup> and subsequent offenses (unchanged)	\$161	\$161
Dispatch for a Hold-Up Alarm (unchanged)	\$121, plus False Alarm fee	\$121, plus False Alarm fee



## Council Consideration on January 14, 2020

- Agreement with Superior, LLC for Residential and Business Alarm Management
- Resolution Amending the Municipal Fee Schedule
- Introduction of an Ordinance Amending Chapter 8.40, False Alarm Regulation, of the City Code



## Agenda Report

20-36

Agenda Date: 1/14/2020

### REPORT TO COUNCIL

#### SUBJECT

Budget Action to implement the terms of the settlement of the various *Sandau v. City of Santa Clara, et al.*, Matters [Council Pillar: Enhance Community Engagement and Transparency]

#### BACKGROUND

Former Silicon Valley Power (SVP) employee Richard Sandau filed several legal challenges to his release from his at-will unclassified employment in 2018 following an extended leave of absence that had begun in 2016, to attend law school full time. He filed challenges in Superior Court, with the Public Employment Relations Board (PERB), and with the Civil Service Commission. SVP has reached a settlement with Mr. Sandau that would dispose of all of his challenges and bring an end to the various protracted and costly disputes.

#### DISCUSSION

A tentative settlement was approved by Council in closed session on December 10, 2019. No report out of closed session was required at that time under California Government Code §54957.1(a)(3) because the settlement was not yet final. Now that all parties have signed on to the Settlement Agreement, it is on file with the City Clerk's Office.

The total settlement with Mr. Sandau is \$462,500 of which \$46,437.30 is credited to the City for its previous payment to Mr. Sandau under the severance pay provisions of the Unit 9 Memorandum of Understanding, obligating the City to make a net payment of \$416,062.70 to Mr. Sandau. The settlement forecloses any possible further liability for the City in any manner related to Mr. Sandau's employment and brings an end to mounting litigation fees and costs associated with the three separate and ongoing disputes.

Since the new City administration came on board in 2017, the Human Resources Department has implemented policies and procedures that align with HR industry best practices as well as risk management. For example, the new tuition reimbursement policy allows the City to support investing in the professional development of its employees in a fiscally responsible manner, while minimizing potential risk to the City. The City has implemented a Working Scholars program through which 20 employees City-wide are currently pursuing a bachelor's degree. These new policies and programs do not require the City to grant an extended leave of absence from City service, do not negatively impact service delivery, and do not create risk management concerns as the prior policy did.

City Charter Section 1305 requires that appropriation for non-budgeted expenditures, such as the payment of a verdict or settlement, be approved by a five-vote majority of the Council. As this settlement deals directly and solely with an SVP personnel issue, regarding salary and benefits of the former SVP employee, the settlement will be effectuated with SVP enterprise funds, as set forth in the Fiscal Impact section below.



**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 budget amendment below allocates funding from the Electric Utility Fund to the Special Liability Insurance Fund for the settlement payments as recommended in this memorandum.

**Budget Amendment  
FY 2019/20**

	<b>Current</b>	<b>Increase/ (Decrease)</b>	<b>Revised</b>
<b>Electric Utility Fund</b>			
<u>Transfers Out</u>			
Transfer to the Special Liability Insurance Fund	\$0	\$416,063	\$416,063
<u>Reserves</u>			
Ending Fund Balance	\$99,134,203	(\$416,063)	\$98,718,140
<b>Special Liability Insurance Fund</b>			
<u>Transfers In</u>			
Transfer from the Electric Utility Fund	\$0	\$416,063	\$416,063
<u>Expenditures</u>			
Insurance and Claims	\$7,899,866	\$416,063	\$8,315,929

**COORDINATION**

This Report has been coordinated with the Finance Department and the City Manager’s Office.

**PUBLIC CONTACT**

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



**RECOMMENDATION**

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

Approved by: Brian Doyle, City Attorney and Deanna J. Santana, City Manager



## Agenda Report

20-40

Agenda Date: 1/14/2020

### REPORT TO COUNCIL

#### SUBJECT

Action on Amendment No. 1 to the Agreement for Performance of Services with Davey Tree Surgery Company [Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure]

#### BACKGROUND

The City of Santa Clara's Electric Department, Silicon Valley Power (SVP), requires tree trimming and removal services to reduce threats to the integrity of SVP's electric distribution system from tree and related vegetation contact with power lines. In recognition of this hazard, the City Manager's Directive #74 directs the Electric Department to utilize a tree trimming program to protect the distribution lines. SVP has utilized a tree trimming company specializing in working near electrical infrastructure to implement a tree trimming program.

In October of 2017, staff issued a Request for Proposal for tree trimming and two bids were received. By Council action on December 5, 2017 (Attachment 1), Davey Tree Surgery Company (Davey) was selected for a three-year agreement to provide tree trimming services for SVP near electrical infrastructure. Davey has performed well under this agreement.

During 2017 and 2018, numerous wildfires occurred throughout the State of California. In 2019, Pacific Gas and Electric Company initiated several Public Safety Power Shutoff (PSPS) events throughout their service territory. Based on the wildfire-related events of the past several years, the California Legislature implemented multiple legislative measures to reduce the risk of wildfires. One of the latest is Senate Bill 247 (SB-247), titled "Wildland fire prevention: vegetation management," which was signed into law by the Governor on October 1, 2019. While the City of Santa Clara is not in a high wildfire zone, SB-247 affects Santa Clara because it establishes the base prevailing wage for all qualified electrical line clearance tree trimmers performing work to no less than the prevailing wage for a first period apprentice electrical utility lineman.

#### DISCUSSION

SB-247 and the new prevailing wage requirement for qualified tree trimmers working near electrical infrastructure has increased the cost of labor for electric utilities hiring tree trimming services. In December 2019, Davey notified SVP of its negotiations with the International Brotherhood of Electrical Workers (IBEW) Local 1245, which represents tree trimmers, related to implementation of SB-247. Based on changes in both the law and the newly-negotiated agreement with the IBEW Local, Davey has proposed an amended Exhibit B, Fee Schedule (Attachment 2). There are otherwise no additional changes to the Agreement. In order to avoid an interruption of tree trimming services, staff recommends agreeing to Davey's proposed changes to the fee schedule, which would take effect for all services performed on and after January 1, 2020.

In anticipation of the Agreement with Davey ending in December 2020, staff will soon begin a Request for Proposal (RFP) process to obtain competitive bids for a new tree trimming agreement to take effect in mid-2020, to ensure that there are no disruptions in services.

### **ENVIRONMENTAL REVIEW**

This action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

### **FISCAL IMPACT**

With the increase in costs, available budget for FY 2019/20 will only cover work for approximately 6 months instead of the full year. However, budget amendment is not necessary at this time, as staff will soon begin a Request for Proposal (RFP) process to obtain competitive bids for a new tree trimming agreement. Revised budget appropriation will be requested at time of contract award.

### **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 the agenda report may be requested by contacting the City Clerk’s Office at (408) 615-2220, email [clerk@santaclaraca.gov](mailto:clerk@santaclaraca.gov) <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

### **RECOMMENDATION**

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

Reviewed by: Manuel Pineda, Chief Electric Utility Officer

Approved by: Deanna J. Santana, City Manager

### **ATTACHMENTS**

1. Original Agreement and Council Report
2. Letter dated 12/31/2019 from Davey Tree Surgery Company and amended Exhibit B.
3. Amendment No. 1



## AGENDA REPORT

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**Date:** December 5, 2017

**To:** City Manager for Council Action

**From:** Chief Electric Utility Officer

**Subject:** Approval of an Agreement for the Performance of Services with Davey Tree Surgery Company for Tree Trimming for Power Line Clearance

### EXECUTIVE SUMMARY

A significant threat to the integrity of our electric distribution system is the interference of trees with our power lines. In recognition of this danger, the City Manager's Directive #74 directs the Electric Department to utilize a tree trimming program to protect our distribution lines. A Request for Proposal (RFP) was issued and two proposals were received. The proposals were reviewed by staff and Davey Tree Surgery Company was selected. On June 27, 2017, Council approved a five year Agreement to provide tree trimming services.

On August 17, 2017, Davey Tree Surgery Company requested a meeting with City staff to discuss the Agreement regarding the financial impact. Davey explained that they inadvertently submitted an older rate sheet and if they continued the services under this rate it would create a financial hardship. On August 21, 2017 staff received a notice of termination from Davey Tree Surgery Company due to a financial hardship.

In October, 2017, staff issued an RFP and received two bids. The proposals were reviewed and evaluated and Davey Tree Surgery Company was the lowest cost for these services. Staff has prepared a three (3) year Agreement for the Performance of Services with Davey Tree Surgery Company. Under this Agreement Davey Tree Surgery Company will perform the power line clearance tree trimming in a manner designed to eliminate tree contact with power lines and to optimize clearance from high-voltage electrical equipment without damaging the structural integrity of the trees. A copy of the Agreement for the Performance of Services can be viewed on the City's website and is available in the City Clerk's Office for review during normal business hours.

### ADVANTAGES AND DISADVANTAGES OF ISSUE

This agreement for services provides the lowest cost resource that enables Silicon Valley Power to enhance the reliability of our electrical distribution system by clearing trees from power lines.

### ECONOMIC/FISCAL IMPACT


The total cost of the Agreement for the Performance of Services with Davey Tree Surgery Company will not exceed \$3,892,571.84 over a three year period. For fiscal year 2017/18, costs shall not exceed \$1,097,600.00. Sufficient funds are available in the Electric Department Maintenance 091-1376-87600-(A)00011-(F)59300. All future appropriations will be done through the budget process.

## RECOMMENDATION

That the Council approve, and authorize the City Manager to execute, an Agreement for the Performance of Services with Davey Tree Surgery Company, in an amount not to exceed \$1,097,600 for fiscal year 2017/18, or \$3,892,571.84 for the three year term of the Agreement, for tree trimming for power line clearance, in substantially the form presented, subject to final review and approval by the City Attorney's Office.

  
\_\_\_\_\_  
John C. Roukema  
Chief Electric Utility Officer

APPROVED:

  
\_\_\_\_\_  
Deanna J. Santana  
City Manager

*OK DL*  
Certified as to Availability of Funds:

091-1376-87600 \$ 1,097,600

  
\_\_\_\_\_  
Angela Kraetsch  
Acting Director of Finance

*Documents Related to this Report:*

- 1) *Agreement for the Performance of Services with Davey Tree Surgery Company*



**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
DAVEY TREE SURGERY COMPANY**

**PREAMBLE**

This agreement for the performance of services ("Agreement") is by and between Davey Tree Surgery Company, an Ohio corporation, with its principal place of business located at 1500 N. Mantua Street, Kent, Ohio 44240 ("Contractor"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

**RECITALS**

- A. City desires to secure professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services"; and
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

**AGREEMENT PROVISIONS**

**1. EMPLOYMENT OF CONTRACTOR.**

City hereby employs Contractor to perform services set forth in this Agreement. To accomplish that end, City may assign a Project Manager to personally direct the Services to be provided by Contractor and will notify Contractor in writing of City's choice. City shall pay for all such materials and services provided which are consistent with the terms of this Agreement.

**2. SERVICES TO BE PROVIDED.**

Except as specified in this Agreement, Contractor shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as "Services") to satisfactorily complete the work required by City at his/her own risk and expense. Services to be provided to City are more fully described in Exhibit A entitled "SCOPE OF SERVICES." All of the exhibits referenced in this Agreement are attached and are incorporated by this reference.

**3. COMMENCEMENT AND COMPLETION OF SERVICES.**

- A. Contractor shall begin providing the services under the requirements of this Agreement upon receipt of written Notice to Proceed from City. Such notice shall be deemed to have occurred three (3) calendar days after it has been deposited in the regular United States mail. Contractor shall complete the Services within the time limits set forth in the Scope of Services or as mutually determined in writing by the Parties.
- B. When City determines that Contractor has satisfactorily completed the Services, City shall give Contractor written Notice of Final Acceptance. Upon receipt of such notice, Contractor shall not incur any further costs under this Agreement. Contractor may request this determination of completion be made when, in its opinion, the Services have been satisfactorily completed. If so requested by the contractor, City shall make this determination within fourteen (14) days of its receipt of such request.

**4. QUALIFICATIONS OF CONTRACTOR - STANDARD OF WORKMANSHIP.**

Contractor represents and maintains that it has the necessary expertise in the professional calling necessary to perform services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

The plans, designs, specifications, estimates, calculations, reports and other documents furnished under Exhibit A shall be of a quality acceptable to City. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well organized, that is technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by City for similar projects.

**5. TERM OF AGREEMENT.**

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate three (3) years from the Effective Date.

**6. MONITORING OF SERVICES.**

City may monitor the Services performed under this Agreement to determine whether Contractor's operation conforms to City policy and to the terms of this Agreement. City may also monitor the Services to be performed to determine whether financial operations are conducted in accord with applicable City, county, state, and federal requirements. If any action of Contractor constitutes a breach, City may terminate this Agreement pursuant to the provisions described herein.



**7. WARRANTY.**

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect, and shall conform to the specifications, requirements, and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

**8. PERFORMANCE OF SERVICES.**

Contractor shall perform all requested services in an efficient and expeditious manner and shall work closely with and be guided by City. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it. Contractor will perform all Services in a safe manner and in accordance with all federal, state and local operation and safety regulations.

**9. BUSINESS TAX LICENSE REQUIRED.**

Contractor must comply with Santa Clara City Code section 3.40.060, as that section may be amended from time to time or renumbered, which requires that any person who transacts or carries on any business in the City of Santa Clara pay business license tax to the City. A business tax certificate may be obtained by completing the Business Tax Affidavit Form and paying the applicable fee at the Santa Clara City Hall Municipal Services Division.

**10. RESPONSIBILITY OF CONTRACTOR.**

Contractor shall be responsible for the professional quality, technical accuracy and coordination of the Services furnished by it under this Agreement. Neither City's review, acceptance, nor payments for any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and Contractor shall be and remain liable to City in accordance with applicable law for all damages to City caused by Contractor negligent performance of any of the Services furnished under this Agreement.

Any acceptance by City of plans, specifications, construction contract documents, reports, diagrams, maps and other material prepared by Contractor shall not in any respect absolve Contractor from the responsibility Contractor has in accordance with customary standards of good professional practice in compliance with applicable federal, state, county, and/or municipal laws, ordinances, regulations, rules and orders.

**11. COMPENSATION AND PAYMENT.**

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and services rendered by Contractor at the rate per



hour for labor and cost per unit for materials as outlined in Exhibit B, entitled "SCHEDULE OF FEES."

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month, subject to verification by City. City will pay Contractor within thirty (30) days of City's receipt of invoice.

**12. TERMINATION OF AGREEMENT.**

Either Party may terminate this Agreement without cause by giving the other Party written notice ("Notice of Termination") which clearly expresses that Party's intent to terminate the Agreement. Notice of Termination shall become effective no less than thirty (30) calendar days after a Party receives such notice. After either Party terminates the Agreement, Contractor shall discontinue further services as of the effective date of termination, and City shall pay Contractor for all Services satisfactorily performed up to such date.

**13. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.**

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

**14. NO THIRD PARTY BENEFICIARY.**

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

**15. INDEPENDENT CONTRACTOR.**

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights, however, to manage its employees in their performance of Services under this Agreement. Contractor is not authorized to bind City to any contracts or other obligations.

**16. NO PLEDGING OF CITY'S CREDIT.**

Under no circumstances shall Contractor have the authority or power to pledge the credit of City or incur any obligation in the name of City. Contractor shall save and hold harmless the City, its City Council, its officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of City's credit by Contractor under this Agreement.

**17. CONFIDENTIALITY OF MATERIAL.**

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

**18. USE OF CITY NAME OR EMBLEM.**

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

**19. OWNERSHIP OF MATERIAL.**

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

**20. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR.**

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for three (3) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.



**21. CORRECTION OF SERVICES.**

Contractor agrees to correct any incomplete, inaccurate or defective Services at no further costs to City, when such defects are due to the negligence, errors or omissions of Contractor.

**22. FAIR EMPLOYMENT.**

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of state or federal law.

**23. HOLD HARMLESS/INDEMNIFICATION.**

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom, for which City shall become liable arising from Contractor's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the Services performed by Contractor pursuant to this Agreement.

**24. INSURANCE REQUIREMENTS.**

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City insurance policies with respect to employees and vehicles assigned to the Performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit C.

**25. AMENDMENTS.**

This Agreement may be amended only with the written consent of both Parties.

**26. INTEGRATED DOCUMENT.**

This Agreement represents the entire agreement between City and Contractor. No other understanding, agreements, conversations, or otherwise, with any representative of City prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon City.

**27. SEVERABILITY CLAUSE.**

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

**28. WAIVER.**

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

**29. NOTICES.**

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara  
Attention: Electric Department  
1500 Warburton Avenue  
Santa Clara, California 95050  
or by facsimile at (408) 261-2717

And to Contractor addressed as follows:

Davey Tree Surgery Company  
1500 N. Mantua Street  
Kent, Ohio 44240  
or by facsimile at (925) 443-1751

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

**30. CAPTIONS.**

The captions of the various sections, paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

**31. LAW GOVERNING CONTRACT AND VENUE.**

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

**32. DISPUTE RESOLUTION.**

- A. Unless otherwise mutually agreed to by the Parties, any controversies between Contractor and City regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.

- B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.
- C. The costs of mediation shall be borne by the Parties equally.
- D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit through mediation only. If mediation does not resolve the dispute, the Parties agree that the matter shall be litigated in a court of law, and not subject to the arbitration provisions of the Public Contracts Code.

### **33. COMPLIANCE WITH ETHICAL STANDARDS.**

Contractor shall:

- A. Read Exhibit D, entitled "ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA"; and,
- B. Execute Exhibit E, entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS."

### **34. AFFORDABLE CARE ACT OBLIGATIONS**

To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

### **35. CONFLICT OF INTERESTS.**

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code Section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.



**36. PROGRESS SCHEDULE.**

The Progress Schedule will be as set forth in the attached Exhibit F, entitled "MILESTONE SCHEDULE" if applicable.

**37. PREVAILING WAGES.**

- A. Labor Code Compliance. Contractor must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. Contractor agrees to include prevailing wage requirements in its contracts for the Project.
- B. Requirements in Subcontracts. Contractor shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement. Subcontracts shall include all prevailing wage requirements set forth in Contractor's contracts.

(Continued on page 10 of 10)

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

APPROVED AS TO FORM:

Dated: \_\_\_\_\_

\_\_\_\_\_  
BRIAN DOYLE  
Interim City Attorney

ATTEST:

\_\_\_\_\_  
ROD DIRIDON, JR.  
City Clerk

\_\_\_\_\_  
DEANNA J. SANTANA  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

“CITY”

**DAVEY TREE SURGERY COMPANY**  
an Ohio corporation

Date: \_\_\_\_\_

By: \_\_\_\_\_

LARRY EVANS  
Title: Senior Vice President of Operations  
Address: 2617 S. Vasco Road  
Livermore, CA 94550  
Telephone: (925) 443-1723 ext. 3217  
Email: Larry.evans@davey.com

“CONTRACTOR”

**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
DAVEY TREE SURGERY COMPANY**

**EXHIBIT A**

**SCOPE OF SERVICES**

The Services to be performed for the City by the Contractor under this Agreement are as follows:

Contractor shall provide supervision, labor, materials, equipment and all tools on a time and materials basis to safely, properly, and promptly provide tree-trimming services for power line clearance as directed by the City of Santa Clara.

On a daily basis Monday through Friday during normal working hours, as requested by City.

On an after-hours, emergency basis within two hours of first notification from City that emergency service is required.

All power-line-clearance tree-trimming shall be performed in a manner designed to eliminate tree contact with power lines and to optimize clearance from high-voltage electrical equipment without damaging the structural integrity of the tree(s).



**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
DAVEY TREE SURGERY COMPANY**

**EXHIBIT B**

**FEE SCHEDULE**

In no event shall the amount billed to City by Contractor for services under this Agreement exceed three million eight hundred ninety two thousand five hundred seventy one dollars and eighty four cents (\$3,892,571.84), subject to budget appropriations.

FY 17/18	\$1,097,600.00
FY 18/19	\$1,130,528.00
FY 19/20	\$1,164,443.84
Emergency Services	\$500,000.00

Years 2 and 3 reflect an anticipated contractual wage escalation between Contractor and bargaining unit.

<b>Composite T&amp;M Man Hour Billing Rate</b>			
	<b>Straight Time Rate</b>	<b>Overtime Rate</b>	<b>Double Time Rate</b>
<b>17/18 Per Man Hour</b>	<b>\$ 61.25</b>	<b>\$ 73.50</b>	<b>\$ 86.97</b>
<b>18/19 Per Man Hour</b>	<b>\$ 63.08</b>	<b>\$ 75.70</b>	<b>\$ 89.58</b>
<b>19/20 Per Man Hour</b>	<b>\$ 64.98</b>	<b>\$ 77.97</b>	<b>\$ 92.26</b>
<b>2017 Standard Component Schedule</b>			
	<b>Straight Time Rate</b>	<b>Overtime Rate</b>	<b>Double Time Rate</b>
<b>Foreman</b>	<b>\$ 56.87</b>	<b>\$ 70.75</b>	<b>\$ 84.57</b>
<b>Climber</b>	<b>\$ 54.32</b>	<b>\$ 67.82</b>	<b>\$ 82.26</b>
<b>Aerial Lift</b>	<b>\$ 11.86</b>		
<b>2 Ton Manual Dump</b>	<b>\$ 6.93</b>		
<b>Trailer Chipper</b>	<b>\$ 2.17</b>		
<b>Pickup and Sign Board</b>	<b>\$ 6.86</b>		

**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
DAVEY TREE SURGERY COMPANY**

**EXHIBIT C**

**INSURANCE COVERAGE REQUIREMENTS**

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

**A. COMMERCIAL GENERAL LIABILITY INSURANCE**

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

\$1,000,000 Each Occurrence  
\$2,000,000 General Aggregate  
\$2,000,000 Products/Completed Operations Aggregate  
\$1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
  - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
  - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
  - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

## B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

## C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

## D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the



Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

- a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
- b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

G. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.

City of Santa Clara [Electric Department]

P.O. Box 100085 – S2

or

1 Ebix Way

Duluth, GA 30096

John's Creek, GA 30097

Telephone number: 951-766-2280

Fax number: 770-325-0409

Email address: ctsantaclara@ebix.com

H. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
DAVEY TREE SURGERY COMPANY**

**EXHIBIT D**

**ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN  
AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA**

**Termination of Agreement for Certain Acts.**

- A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:
1. If a Contractor<sup>1</sup> does any of the following:
    - a. Is convicted<sup>2</sup> of operating a business in violation of any Federal, State or local law or regulation;
    - b. Is convicted of a crime punishable as a felony involving dishonesty<sup>3</sup>;
    - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;
    - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; and/or,
    - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

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<sup>1</sup> For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

<sup>2</sup> For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

<sup>3</sup> As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.



2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Contractor can be imputed to the Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.
- B. The City may also terminate this Agreement in the event any one or more of the following occurs:
1. The City determines that Contractor no longer has the financial capability<sup>4</sup> or business experience<sup>5</sup> to perform the terms of, or operate under, this Agreement; or,
  2. If City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to provide and maintain bonds and/or insurance policies required under this Agreement.
- C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the City's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. The Contractor will have the burden of proof on the appeal. The Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

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<sup>4</sup> Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

<sup>5</sup> Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
DAVEY TREE SURGERY COMPANY**

**EXHIBIT E**

**AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS**

I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Exhibit D. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of "Contractor" contained in Ethical Standards at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said "Contractor" category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

**DAVEY TREE SURGERY COMPANY**  
an Ohio corporation

By: \_\_\_\_\_

Name: LARRY EVANS

Title: Senior Vice President of Operations

**NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED**

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.



**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
DAVEY TREE SURGERY COMPANY**

**EXHIBIT F**

**MILESTONE SCHEDULE**

(Not Applicable)

# DAVEY TREE SURGERY COMPANY

POST OFFICE BOX 5015, LIVERMORE, CALIFORNIA 94551



December 31, 2019

Kevin Kolnowski, PE c/o  
Silicon Valley Power, City of Santa Clara  
1705 Martin Ave  
Santa Clara, CA 95050

Kevin,

As a follow up to our earlier conversations related to California State Bill No. 247, the new prevailing wage determination will be effective 1/1/2020. Davey Tree Surgery Company reached tentative agreement with IBEW Local 1245 that amends all wage and benefits to meet the requirements set forth in SB 247. Below is the link for the prevailing wage determinations related to SB 247. <https://www.dir.ca.gov/OPRL/2019-2/PWD/Determinations/Statewide/C-061-X-3.pdf>

Pursuant the Agreement for the Performance of Services, Section 37. Prevailing Wages A. Labor Code Compliance, Davey Tree Surgery Company is required to conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulation found in Title 8, Subchapter 3, Article 1-7. Contractor agrees to include prevailing wage requirement in its contract for the project. Additionally, Davey Tree Surgery Company is required to comply with the prevailing wage requirements set forth in State Bill 247.

Davey Tree Surgery Company will need to amend T&E hourly rates effective 1/1/2020 to reflect the pending changes to the Utility Line Clearance prevailing wage determination. Per prevailing wage posting and agreement, all hours over 8 (on 5/8 schedule), over 10 (4/10 schedule), over 40, and on non-workdays and holidays are compensated and billed at Double Time rates.

2020 T&E Crew Rates – Amended Exhibit B. attached.

Please feel free to contact me with any questions and to review next steps. I can be reached at (800)727-7782 x 3240 or via e-mail at: [kevin.peters@davey.com](mailto:kevin.peters@davey.com).

Sincerely,

Kevin Peters  
Vice President of Operations  
Davey Tree Surgery Company

cc. Larry Evans, Bill Heriford, Cory Thomsen

**Exhibit B.**  
**Fee Schedule**

<b>2020 Composite (per person) Hour Billing Rate</b>		
	<b>ST - Straight Time</b>	<b>DT - Double Time</b>
Per Person Hour	\$ 103.92	\$ 161.07
General Foreperson	\$ 114.60	\$ 177.63
<b>2020 Standard Component Schedule</b>		
Foreperson	\$ 98.74	156.01
Climber	\$ 93.67	147.98
Aerial Lift	\$ 12.58	\$ 12.58
2 Ton Manual Dump	\$ 7.35	\$ 7.35
Chipper	\$ 2.30	\$ 2.30
Pickup and Sign Board	\$ 7.27	\$ 7.27

**AMENDMENT NO. 1  
TO THE AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
DAVEY TREE SURGERY COMPANY**

**PREAMBLE**

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Davey Tree Surgery Company, an Ohio 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 Davey Tree Surgery Company (insert name of original Agreement), dated on or about December 5, 2017 (Agreement); and
- B. The Parties entered into the Agreement for the purpose of having Contractor provide tree-trimming services for powerline clearance, and the Parties now wish to amend the Agreement to change the fee schedule.

NOW, THEREFORE, the Parties agree as follows:

**AMENDMENT TERMS AND CONDITIONS**

1. Exhibit B of the Agreement, entitled "Fee Schedule," is amended by replacing the rate schedule table in its entirety with the following revised table to be inserted:

<b>2020 Composite (per person) Hour Billing Rate</b>		
	<b>ST - Straight Time</b>	<b>DT - Double Time</b>
Per Person Hour	\$ 103.92	\$ 161.07
General Foreperson	\$ 114.60	\$ 177.63
<b>2020 Standard Component Schedule</b>		
Foreperson	\$ 98.74	156.01
Climber	\$ 93.67	147.98
Aerial Lift	\$ 12.58	\$ 12.58
2 Ton Manual Dump	\$ 7.35	\$ 7.35
Chipper	\$ 2.30	\$ 2.30
Pickup and Sign Board	\$ 7.27	\$ 7.27

2. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

Approved as to Form:

Dated: \_\_\_\_\_

\_\_\_\_\_  
BRIAN DOYLE  
City Attorney

\_\_\_\_\_  
DEANNA J. SANTANA  
City Manager

“CITY”

**DAVEY TREE SURGERY COMPANY**  
an Ohio corporation

Dated: \_\_\_\_\_

By (Signature): \_\_\_\_\_

Name: LARRY EVANS

Title: Senior Vice President of Operations

Principal Place of Business Address: 2617 S. Vasco Road  
Livermore, CA 94550

Email Address: larry.evans@davey.com

Telephone: (925) 443-1723 ext. 3217

“CONTRACTOR”



## Agenda Report

20-51

Agenda Date: 1/14/2020

### REPORT TO COUNCIL

#### **SUBJECT**

Study Session on the City's Community Room Rental Fee Structure and Use Policies [Council Pillar: Enhance Community Engagement and Transparency]

#### **BACKGROUND**

In December 2018, the City entered into an agreement with Matrix Consulting Group to conduct a comprehensive Cost of Service Study. In May 2019, the consultant's report was presented to Council, together with a staff recommendation that proposed fees be reviewed in three phases due to the volume and complexity of the issues.

Originally, Community Room Rental Fees were to be reviewed as part of the overall review of Parks & Recreation programs in Phase I; however, it was noted that fee and use policies for community room rentals varied across City Departments and there was an interest in exploring whether the fees and use policies could be aligned and/or streamlined to improve the users' experience. In addition, several members of the Council expressed interest in learning how non-profits would be treated with respect to cost recovery. It was agreed that staff would return with a separate discussion of Community Room Rental Fees and Use Policies.

A working group, comprised of staff from the Finance, Parks & Recreation, and Library Departments, was established to work with Matrix to review current rental rates, trends, and best practices. A proposal to align use policies and rental fees across the City was developed and presented to both the Parks & Recreation Commission and the Library Board of Trustees on October 15, 2019. A motion to approve the staff recommendation was approved by the Parks and Recreation Commission; however, a similar motion at the Library Board of Trustees meeting failed due to the lack of a second. No alternative was proposed.

This item was originally scheduled to be heard on December 17, 2019; however, was deferred to January 14, 2020.

#### **DISCUSSION**

At the January 14, 2020 Council Meeting, staff will provide an overview of:

- The City's current rental room use policies and fee structure;
- Review benchmark information from outside agencies;
- Discuss opportunities to align/streamline City processes; and
- Review feedback received during the community input process.

The purpose of the Study Session is to receive input to finalize the proposed fee structure that the City Council desires and, accordingly, address the accompanying level of subsidy required to implement Council's Community Room fee policy. Through the Study Session, staff will understand the Council's policy framework that it desires to be implemented and staff will then return with the proposed fees for the Council to approve, budget amendment (if required), and all the appropriate legislation to enable the fee policy at a later date.

**ENVIRONMENTAL REVIEW**

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

**FISCAL IMPACT**

There is no cost to the City associated with this report other than administrative time and expense.

**PUBLIC CONTACT**

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

**RECOMMENDATION**

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

Reviewed by: Cynthia Bojorquez, Assistant City Manager

Approved by: Deanna J. Santana, City Manager





## Agenda Report

20-1260

Agenda Date: 1/14/2020

### REPORT TO COUNCIL

#### **SUBJECT**

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

#### **BACKGROUND**

In 2010, the City Council approved a Planned Development (PD) rezoning of the subject property on Democracy Way from Light Industrial (ML) to Planned Development to allow Yahoo!, Inc. ("Yahoo!") to construct up to 3.06 million square feet of office/R&D development. The project included a Development Agreement (DA) between the City and Yahoo! to secure the development rights over a 10-year term with the vested right to develop in accordance with the permitted uses and intensity of development set forth in the approved PD. The DA includes various performance deadlines for construction activity and is scheduled to expire in June 2020 if construction has not commenced at that time. The current property owner, Innovation Commons Owner LLC, is requesting a three-year extension of each of the performance deadlines included in the DA.

In June 2016, Yahoo! transferred all of its development rights and obligations to LeEco Real Estate Group ("LeEco"). LeEco was later acquired by the current property owner, Innovation Commons Owner LLC, which is an affiliate of Kylli, Inc. ("Kylli") and all of the development responsibilities and obligations of the DA transferred to the current owner. Kylli filed a new application in 2017 for land use entitlements that would supersede the current PD Zoning by rezoning the property to allow up to 6,000 residential units, 3.65 million square feet of office, 400,000 square feet of retail/community amenities, 300,000 square feet of hotel facilities and 70,000 square feet of educational facilities. Kylli has indicated that they are requesting the three-year extension in order to maintain the existing development rights for 3.06 million square feet of office/R&D pending the City's consideration of their pending applications. An action to request a three-year extension does not suggest or influence support for a final decision on the pending entitlements.

The Planning Commission considered the proposed project on October 23, 2019 at a noticed public meeting and forwarded recommendations to the City Council to approve the three-year extension with an added term to the DA to reduce vehicle trips.

#### **DISCUSSION**

At the Planning Commission meeting of October 23, 2019, staff provided a presentation of the proposed project followed by a presentation from the applicant. The Planning Commission staff report is provided as Attachment 1 to this Council report.

The Planning Commission discussed the proposed extension and asked clarifying questions about how this application relates to Kylli's pending PD Zoning. Staff clarified that the purpose of the



requested three-year extension is to maintain the existing development rights for 3.06 million square feet of office/R&D while the pending entitlements are pursued.

The Planning Commission also expressed concern that traffic has worsened in the project vicinity since the 2010 approval and suggested that as part of the DA extension the DA should be revised to incorporate a trip reduction percentage requirement. The 2010 Yahoo! Santa Clara Campus Final Environmental Impact Report (FEIR) identified a transit demand management (TDM) program as a mitigation measure, which includes commuter shuttles, eco passes, and a carpool matching program. However, a percentage reduction goal was not identified in the EIR or land use entitlements. At the hearing, the applicant was not able to confirm the level of trip reduction that could be achievable for the project but expressed a willingness to explore what would be feasible prior to the City Council hearing. The Planning Commission voted (4-3-0) to recommend approval of the DA extension to Council with the incorporation of requirement to achieve up to a 35 percent overall trip reduction through TDM measures.

Following the hearing, Hexagon Transportation Consultants provided a memo summarizing their analysis of the potential trip reductions for the Yahoo! office development using available Transportation Demand Management (TDM) Monitoring Report data from other similar office projects in the area (Attachment 2 to this Report). As noted in the memo, TDM case study data suggests that the Yahoo! office development could achieve a 25 percent vehicle trip reduction with implementation of TDM measures such as bike parking, showers, lockers, last-mile shuttle service to nearby transit stations (Caltrain, BART, and/or ACE), carpool ride matching, carpool preferential parking, personalized commute assistance, new hire orientation, commute kiosk, intranet site with commute information, promotional events and other TDM marketing and information programs.

In recent years the City has typically established a 20 percent trip reduction target for comparable office type development. This level of reduction is consistent with the 20 percent reduction in Vehicle Miles Travelled (VMT) established as a strategy for meeting greenhouse gas emission reductions in the City's Climate Action Plan adopted by the City Council in 2013. The proposed 25 percent reduction is a more aggressive target by comparison. A trip reduction goal greater than 30 percent, such as the 35 percent reduction recommended by the Planning Commission, would likely be achieved only if the project were to be occupied by a single large employer that invested in extensive long-haul employee commuter shuttle services.

The applicant has shared that no potential tenant or tenants have been identified for the development associated with the DA and confirmed acceptance of modification to the DA terms to incorporate a 25 percent vehicle trip reduction standard. The specific language for the vehicle trip reduction has been incorporated into the DA Amendment attached to this report.

## **ENVIRONMENTAL REVIEW**

An Addendum to the 2010 Yahoo! Santa Clara Campus Final Environmental Impact Report (FEIR) for the Development Agreement extension project was prepared in accordance with the CEQA. The analysis concludes that no substantive revisions are needed to the 2010 EIR, because no new significant impacts or impacts of substantially greater severity would result from the proposed DA amendment. In addition, there have been no changes in circumstances in the project area that would result in new significant environmental impacts or substantially more severe impacts. The previous Mitigation Monitoring or Reporting Program remains in effect for the project.

**FISCAL IMPACT**

There is no additional cost to the City other than staff time and expense. As proposed, the terms of the DA that would be modified are the duration, and the addition of a new term requiring a 25 percent vehicle trip reduction with implementation of TDM measures. The project would be subject to building permit and development fees in accordance with the City's Fee Schedule and be made payable at the time of building permit issuance. Additionally, development of the project would increase property tax and other tax revenues for the City.

**COORDINATION**

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

**PUBLIC CONTACT**

On December 18, 2019, notice of the public hearing was published in the Weekly (formerly the Santa Clara Weekly), a newspaper of general circulation. On December 10, 2019, a notice of public hearing of this item was posted in three conspicuous locations within 300 feet of the project site and mailed to property owners within 1,000 feet of the project site. Notice was also mailed to each local agency expected to provide water, sewage, streets, roads, schools, or other essential facilities or services to the project. Planning Staff has not received public comments for this application.

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

**ALTERNATIVES**

1. Introduce an Ordinance to approve the First Amendment to Development Agreement between the City of Santa Clara and Innovation Commons Owner LLC for a three-year extension, and adding a requirement for a 25% overall vehicle trip reduction through Transportation Demand Measures.
2. Introduce an Ordinance to approve the First Amendment to Development Agreement between the City of Santa Clara and Innovation Commons Owner LLC for a three-year extension.
3. Do not introduce an Ordinance to approve the First Amendment to Development Agreement between the City of Santa Clara and Innovation Commons Owner LLC for a three-year extension.

**RECOMMENDATION**

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

Reviewed by: Andrew Crabtree, Director of Community Development

Approved by: Deanna J. Santana, City Manager

**ATTACHMENTS**

1. Planning Commission Staff Report
2. TDM Analysis Memo by Hexagon Transportation Consultants
3. 2010 Development Agreement
4. Addendum to the Final Environmental Impact Report
5. Development Agreement Ordinance
6. Amendment No. 1 to Development Agreement



## Agenda Report

19-821

Agenda Date: 10/23/2019

### REPORT TO PLANNING COMMISSION

#### **SUBJECT**

Public Hearing: Action on Amendment No. 1 to Development Agreement with Innovation Commons Owner LLC (Previously Yahoo)

#### **BACKGROUND**

In 2009, the City Council approved a Planned Development (PD) rezoning of the subject property on Democracy Way from Light Industrial (ML) to Planned Development to allow Yahoo, Inc. ("Yahoo") to construct up to 3.06 million square feet of office/R&D development. The project included a Development Agreement (DA) between the City and Yahoo to secure the development rights over a 10-year term with the vested right to develop in accordance with the permitted uses and intensity of development set forth in the approved PD. An Environmental Impact Report (EIR) was prepared and circulated in accordance with the California Environmental Quality Act (CEQA). The City Council certified the Final EIR and approved the project at a public noticed meeting in May 2010. In June 2016, Yahoo transferred all of its development rights and obligations to LeEco Real Estate Group ("LeEco"). LeEco was later acquired by the current property owner, Innovation Commons Owner LLC, which is an affiliate of Kylli, Inc., and all of the development responsibilities and obligations transferred to the current owner in June 2016. The current DA includes various performance deadlines for construction activity and is scheduled to expire in 2020 if construction has not commenced at that time. The property owner is requesting a three-year extension of each of the performance deadlines included in the DA.

In 2017, a new application that would supersede the current PD Zoning was filed to rezone the property to allow up to 6,000 residential units, 3.65 million square feet of office, 400,000 square feet of retail/community amenities, 300,000 square feet of hotel facilities and 70,000 square feet of educational facilities. The current DA will expire in May 2020. The purpose of the requested three-year extension is to maintain the existing development rights for 3.06 million square feet of office/R&D while the pending entitlements are pursued. An action to request a three-year extension does not suggest or influence support for a final decision on the pending entitlements pursued.

#### **DISCUSSION**

The primary issue for analysis is the project's consistency with the City's General Plan and Zoning.

##### **Consistency with the General Plan**

The current PD Zoning and DA were approved under the prior General Plan. The current General Plan designation of the property is High Intensity Office/R&D, which is intended for high rise or campus like developments for corporate headquarters and R&D and supporting uses. Therefore, the currently entitled 3.06 million square feet of office/R&D is consistent with the current General Plan.

The existing entitlement is also consistent with the following General Plan goals:

- 5.3.5 G1: A City that continues to be a major employment center in Silicon Valley.
- 5.3.5 G2: Sufficient industrial land that meets the demand for local employment and retains the City's economic base.
- 5.3.5-G3: Higher intensity employment centers located near major transit services and major transportation corridors to reduce vehicle miles traveled.

#### Consistency with the Planned Development Zoning

A PD Zoning was needed for the project because none of the standard zoning districts would allow the office use at the density proposed. The proposed DA extension would maintain the existing development rights consistent with the approved PD Zoning for 3.06 million square feet of office/R&D development.

#### Conclusion

The purpose of the three-year extension is to maintain the existing development rights for up to 3.06 million square feet of office/R&D development while the property owner pursues an alternative entitlement. The existing entitlement is consistent with the site's High Intensity Office/R&D GP designation. Extending the DA to 2023 will maintain development rights for a project that is consistent with the City's existing land use regulations under the current General Plan and would be considered a permitted use if proposed today with the current PD zoning in place. Extending the DA will maintain the ability to develop industrial uses on the site should the current rezoning proposal not be implemented. Limiting the term of the extension to three years will allow the City Council an opportunity to review the status of the site in the relatively near term to determine if additional extensions are warranted.

#### **ENVIRONMENTAL REVIEW**

An Addendum to the 2010 Yahoo Santa Clara Campus Final Environmental Impact Report (FEIR) for the Development Agreement extension project was prepared in accordance with the CEQA. The analysis concludes that no substantive revisions are needed to the 2010 EIR, because no new significant impacts or impacts of substantially greater severity would result from the proposed DA amendment. In addition, there have been no changes in circumstances in the project area that would result in new significant environmental impacts or substantially more severe impacts. The previous Mitigation Monitoring or Reporting Program remains in effect for the project.

#### **FISCAL IMPACT**

There is no additional cost to the City other than staff time and expense. As proposed, none of the terms of the DA would be modified except for the duration. The project would be subject to building permit and development fees in accordance with the City's Fee Schedule and be made payable at the time of building permit issuance.

Development of the project would increase property tax and other tax revenues for the City and provide additional construction and permanent jobs.

#### **COORDINATION**

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

**PUBLIC CONTACT**

On October 9, 2019, notice of the public hearing was published in the Santa Clara Weekly. On October 11, 2019, a notice of public hearing of this item was posted in three conspicuous locations within 300 feet of the project site and mailed to property owners within 1,000 feet of the project site. Notice was also mailed to each local agency expected to provide water, sewage, streets, roads, schools, or other essential facilities or services to the project. Planning Staff has not received public comments for this application.

**ALTERNATIVES**

1. Approve a Resolution recommending that the Council approve the First Amendment to Development Agreement between the City of Santa Clara and Innovation Commons Owner LLC.
2. Deny a Resolution recommending that the Council deny the First Amendment to the Development Agreement between the City of Santa Clara and Innovation Commons Owner LLC.

**RECOMMENDATION**

Alternative 1:

Approve a Resolution recommending that the Council approve the First Amendment to Development Agreement between the City of Santa Clara and Innovation Commons Owner LLC.

Reviewed by: Andrew Crabtree, Director of Community Development

Approved by: Deanna J. Santana, City Manager

**ATTACHMENTS**

1. Addendum to the Final Environmental Impact Report
2. First Amendment to Development Agreement between the City of Santa Clara and Innovation Commons Owner LLC
3. Resolution Recommending City Council Approval of the First Amendment to Development Agreement Between the City of Santa Clara and Innovation Commons Owner LLC
4. Development Agreement Ordinance

# **ADDENDUM**

## **2010 Yahoo Santa Clara Campus Project**

### **Final Environmental Impact Report**

#### **City of Santa Clara**

**August 2019**

#### **1.1 PURPOSE OF ADDENDUM**

The California Environmental Quality Act (CEQA) recognizes that between the date an environmental document is certified and the date the project is fully implemented, one or more of the following changes may occur: 1) the project may change; 2) the environmental setting in which the project is located may change; and/or 3) previously unknown information can arise. Before proceeding with a project, CEQA requires the lead agency to evaluate these changes to determine whether or not they affect the conclusions in the environmental document, consistent with relevant case law.

In May 2010, the City of Santa Clara approved the Yahoo Santa Clara Campus project and certified the Environmental Impact Report (EIR).<sup>1</sup> Additionally, the City adopted CEQA Findings of Fact, a Statement of Overriding Consideration, and a Mitigation Monitoring and Reporting Program for the project (Resolution No. 10-7724). The approved project also included a Development Agreement between the City of Santa Clara and the project applicant. The original Development Agreement, approved on May 25, 2010, has a ten-year term (expiring in 2020), with the possibility to obtain two five-year extensions from the City (for an ultimate expiration of 2030).

Since the original approval of the project and Development Agreement in 2010, one change has been proposed by the applicant, which is to extend the assumed buildout date from 2030 to 2033. The proposed extension of the Development Agreement to 2033 is the subject of this Addendum. Because the City's decision on this change is discretionary, the City must determine whether any of the changes described in Section 15162 of the CEQA Guidelines has occurred.

The CEQA Guidelines Section 15162 states that when an EIR has been certified or a negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in light of the whole record, one or more of the following:

1. Substantial changes are proposed in the project which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
2. Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR due to the involvement of

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<sup>1</sup> State Clearinghouse Number: 2008092011

new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

3. New information of substantial importance, which was not known and could have not been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete, shows any of the following:
  - a. The project will have one or more significant effects not discussed in the previous EIR;
  - b. Significant effects previously examined will be substantially more severe than shown in the previous EIR;
  - c. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
  - d. Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measures or alternative.

The CEQA Guidelines Section 15164 states that the lead or responsible agency shall prepare an addendum to a previously certified EIR if changes or additions to the project are necessary but none of the conditions described in Section 15162 (see above) calling for preparation of a subsequent EIR have occurred.

## **1.2 PROPOSED CHANGE TO THE APPROVED PROJECT**

The approved Yahoo Santa Clara Campus Project includes the development of a 48.6-acre property with an approximately three million square-foot office/research and development/commercial campus consisting of 13 six-story buildings, three two-story commons buildings, surface parking, below grade parking, landscaping, and public and private improvements. The project includes the vacation of Democracy Way, relocation of existing utilities, installation of new facilities, and dedication of land for City construction of a substation.

The 2010 EIR analyzed the Yahoo Santa Clara Campus Project on the basis that its construction would be completed by 2030, which is consistent with the Development Agreement's original 10-year term (expiring in 2020) plus two five-year extensions (for completion of construction by 2030). The proposed project would extend the project's Development Agreement expiration date to allow completion of construction by 2033. All previously analyzed components of the project, including proposed land uses, intensity of development, and site configuration would remain the same.

## **1.3 ENVIRONMENTAL IMPACTS OF THE PROPOSED CHANGE**



The proposed time extension of the project Development Agreement would not result in a substantial change to the project's environmental impacts, mitigation measures or alternatives. The approved EIR analyzed the following potential environmental impacts for the project:

- Land Use
- Visual
- Geology and Soils
- Hydrology
- Vegetation and Wildlife
- Hazardous Materials
- Cultural Resources
- Transportation and Circulation
- Air Quality
- Noise
- Utilities
- Energy
- Public Facilities and Services

The 2019 modified project would not negatively affect the environmental impacts analyzed in the 2010 EIR because the overall development capacity of the project would remain the same and there have been no substantial changes in the existing setting that would result in new or increased significant impacts. No changes to the physical characteristics of the project, including the proposed land uses, intensity of development, and site configuration are being contemplated. The extension of the Development Agreement for an additional three years beyond what was originally analyzed will not cause any new environmental impacts or exacerbate any impacts identified in the original analysis. In fact, the proposed three-year extension of the project's EIR-assumed construction completion date could result in reduced Air Quality and Energy impacts because construction equipment, trucks, and passenger vehicles in California are expected to be cleaner and more efficient in 2033 than in 2030.

With regard to traffic, the 2010 project trips have been accounted for as part of the background conditions in subsequent development proposals, so they have been addressed relative to new development and any changes to the roadway network.

No new mitigation measures or alternatives that were rejected or unknown in 2010, and that would substantially reduce one or more significant environmental effects, have since become feasible.

Finally, no new information of substantial importance, which was not known or knowable with reasonable diligence at the time of the original analysis, reveals new impacts, an increase in the severity of identified impacts, or any new possible mitigation measures.


Because the proposed time extension does not meet any of the conditions under CEQA Guidelines Section 15162 requiring a new EIR, this Addendum has been prepared per CEQA Guidelines Section 15164.


#### 1.4 CONCLUSION

Based on the above discussion, none of the criteria for preparation of a subsequent EIR under CEQA Guidelines section 15162 is implicated by a three-year extension of the project Development Agreement. An EIR Addendum has therefore been appropriately prepared, pursuant to Section 15164.

Pursuant to CEQA Guidelines Section 15164(c), this Addendum need not be circulated for public review, but will be included in the public record file for the Yahoo Santa Clara Campus Project.

Andrew Crabtree  
Director of Community Development

  
Signature

  
Date

**RECORDING REQUESTED BY  
and When Recorded Mail To:**

City of Santa Clara  
City Clerk's Office  
1500 Warburton Avenue  
Santa Clara, California 95050

This document is exempt from payment of a  
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Recorder's Stamp

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN THE CITY OF  
SANTA CLARA AND INNOVATION COMMONS OWNER LLC**

This FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this "**First Amendment**"), dated as of \_\_\_\_\_, 2020 (the "**First Amendment Effective Date**"), is entered into by and between the CITY AND OF SANTA CLARA, a chartered California municipal corporation (the "**City**"), and INNOVATION COMMONS OWNER LLC, a Delaware limited liability company ("**Developer**"), with reference to the following facts and circumstances:

**RECITALS**

A. The City and Yahoo! Inc., a Delaware corporation ("**Yahoo**") entered into that certain Development Agreement, dated May 25, 2010, recorded June 28, 2010 as Document No. 2075596, and re-recorded October 1, 2010 as Document No. 20896671, in the Santa Clara Clerk-Recorder's Office ("**Development Agreement**"), as well as that certain Operating Memorandum between the City and Yahoo, recorded June 17, 2015 as Document No. 22989859, in the Santa Clara County Clerk-Recorder's Office, which was amended by that certain First Amendment to Operating Memorandum between City and Yahoo, recorded December 2, 2015 as Document No. 23106419, in the Santa Clara County Clerk-Recorder's Office (collectively, the "**Memoranda**"). All capitalized terms used but not defined herein shall have the meanings assigned to them in the Development Agreement.

B. On or about June 16, 2016, Yahoo and LeEco Real Estate Group, LLC, a Delaware limited liability company ("**LeEco**") entered into that certain Assignment of Development Agreement ("**Assignment**") wherein Yahoo assigned all of its rights, title and interests under the Development Agreement to LeEco and LeEco agreed to be bound by and perform all of Yahoo's obligations under the Development Agreement and Memoranda. On or about June 28, 2018, LeEco transferred all of its rights and obligations in the Development Agreement to Developer.

C. The Development Agreement authorizes the development of the Property with up to 3,060,000 square feet of office/R&D/commercial use consisting of 13 six-story buildings, three two-story commons buildings, surface parking, two levels of below-grade parking, site circulation, landscaping, and public and private improvements.

D. On or around May 10, 2010, the Santa Clara City Council ("**City Council**") certified the Environmental Impact Report for the Yahoo Santa Clara Campus Project ("**2010 EIR**") under the California Environmental Quality Act ("**CEQA**"), approved rezoning the Property from ML-Light Industrial to PD - Planned Development, and approved the Vesting Tentative Parcel Map for the Property. In approving the Project, the City Council adopted Resolution No. 10-7724 making findings required under CEQA, including a statement of overriding considerations and a mitigation monitoring and reporting program.

E. By this First Amendment, the Parties intend to extend the Term of the Development Agreement to facilitate the development of the Property.

F. On or about \_\_\_\_\_, the City approved an Addendum to the 2010 EIR, which determined that the Project was previously evaluated in the 2010 EIR, and no subsequent or supplemental environmental impact report is required in connection with approval of this First Amendment because: (a) there are no substantial changes to the Project which will require major revisions to the 2010 EIR; (b) no substantial changes have occurred with respect to the circumstances under which the Project is being undertaken that will require major revisions to the 2010 EIR due to new significant impacts or a substantial increase in the severity of previously identified impacts; and (c) there is no new information which was not known and could not have been known at the time the 2010 EIR was certified as complete that has become available and shows new significant impacts, an increase in the severity of a previously identified significant impact, or changes related to the feasibility of, or new mitigation measures and alternatives which would substantially reduce significant impacts and which were rejected.

G. By this First Amendment, the Parties desire to amend the Development Agreement to reflect the foregoing, in accordance with the terms set forth herein.

## **AGREEMENT**

**ACCORDINGLY**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Developer agree as follows:

1. **Term.** Section 1 of the Development Agreement is hereby deleted and replaced with the following:

1.1 **Duration of Term.** The term ("Term") of this Agreement shall commence on the Effective Date set forth above, approving this Agreement, and shall continue for a period of thirteen (13) years, unless sooner terminated or extended as hereinafter provided.

1.2 **Options.** If a Certificate of Occupancy has been issued for at least fifty percent (50%) of Phase I as set forth in the Development Plan within thirteen (13) years from the Effective Date, then the Term of the Agreement shall be automatically extended by an additional five (5) years. If a Certificate of Occupancy has been issued for at least fifty percent (50%) of Phase II as set forth in the Development Plan within eighteen (18) years of the Effective Date, then the Term of the Agreement shall be extended by an additional five (5) years upon written request by the Developer. In no event shall the maximum term of this Agreement be longer than twenty-three (23) years from the Effective Date.

1.3 **Expiration.** Following expiration of the Term or any extension, or if sooner terminated, or if the requirements of Section 1.2 are not met this Agreement shall have no force and effect, subject, however, to post-termination obligations of Developer and City.

## 2. **Miscellaneous.**

- (a) **Incorporation.** This First Amendment constitutes a part of the Development Agreement and any reference to the Development Agreement shall be deemed to include a reference to the Development Agreement as amended by this First Amendment.
- (b) **Ratification.** To the extent of any inconsistency between this First Amendment and the Development Agreement, the provisions contained in this First Amendment shall control. As amended by this First Amendment, all terms, covenants, conditions, and provisions of the Development Agreement shall remain in full force and effect.
- (c) **Counterparts.** This First Amendment may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same document, binding on all parties hereto notwithstanding that each of the parties hereto may have signed different counterparts. Delivery of this First Amendment may be effectuated by hand delivery, mail, overnight courier, or electronic communication (including by PDF sent by electronic mail, facsimile, or similar means of electronic communication). Any electronic signatures shall have the same legal effect as manual signatures.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the City and Developer have each caused this First Amendment to be duly executed on its behalf as of the First Amendment Effective Date.

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

Approved as to Form:

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BRIAN DOYLE  
City Attorney

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DEANNA J. SANTANA  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

Attest:

---

NORA PIMENTAL, MMC  
Assistant City Clerk  
City of Santa Clara

**DEVELOPER:**

INNOVATION COMMONS OWNER LLC  
a Delaware limited liability company

By: DeSun  
Name: DE SUN  
Title: Secretary

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

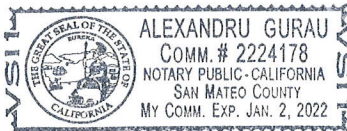
State of [ california ] )  
 ) ss.  
County of San Mateo )

On October 7, 2019, before me, Alexandru Gurau,  
a Notary Public, personally appeared Sam Ou,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Affix seal here]



Alexandru Gurau  
Signature of Notary Public

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SANTA CLARA, CALIFORNIA RECOMMENDING THAT THE CITY COUNCIL APPROVE THE FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SANTA CLARA AND INNOVATION COMMONS OWNER LLC FOR THE PROPERTY LOCATED AT 5010 OLD IRONSIDES DRIVE (INCLUDING PROPERTIES ON TASMAN DRIVE, DEMOCRACY WAY, PATRICK HENRY DRIVE AND OLD IRONSIDES DRIVE), SANTA CLARA, 95054**

PLN2019-13873 (Development Agreement Amendment)

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

**WHEREAS**, the City of Santa Clara ("City") and Yahoo!, Inc., a Delaware corporation ("Yahoo") entered into a Development Agreement dated May 25, 2010, recorded June 28, 2010 as Document No. 2075596, and re-recorded on October 1, 2010 as Document No. 20896671 in the Official Records of Santa Clara County (the "Development Agreement"), as well as an Operating Memorandum between the City and Yahoo, recorded June 17, 2015 as Document No. 22989859, in the Santa Clara County Clerk-Recorder's Office, which was amended by that certain First Amendment to Operating Memorandum between City and Yahoo, recorded December 2, 2015 as Document No. 23106419, in the Santa Clara County Clerk-Recorder's Office (collectively, the "Memoranda"). The Development Agreement and Memoranda concerned that certain real property consisting of nine lots located at 5010 Old Ironsides Drive (the "Project Site");

**WHEREAS**, the Development Agreement authorizes the development of the Project Site with up to 3.06 million square feet of office/R&D/commercial uses consisting of 13 six-story buildings, three two-story commons buildings, surface parking, two levels of below grade parking, site



circulation, landscaping, and public and private improvements (the “Project”);

**WHEREAS**, on May 10, 2010, in Resolution 10-7724, the City Council certified an Environmental Impact Report (“EIR”) for the Project;

**WHEREAS**, on or about June 16, 2016, Yahoo and LeEco Real Estate Group, LLC, a Delaware limited liability company (“LeEco”) entered into an Assignment of Development Agreement wherein Yahoo conveyed all of its rights, title and interests under the Development Agreement to LeEco and LeEco agreed to be bound by and perform all of Yahoo’s obligations under the Development Agreement and Memoranda. On or about June 28, 2018, LeEco transferred all of its rights and obligations in the Development Agreement to Innovations Commons Owner LLC, a Delaware limited liability company (“Developer”);

**WHEREAS**, Developer is the successor in interest to Yahoo under the Development Agreement;

**WHEREAS**, Section 11.1 of the Original Development Agreement provides that City and Yahoo, by mutual consent, may modify the terms of the Original Agreement;

**WHEREAS**, on May 6, 2019, Andrea Jones (“Applicant”), on behalf of Developer, applied for a “First Amendment to Development Agreement” attached hereto and incorporated herein by this reference (“Amendment No. 1”) to extend the term of the Development Agreement for three additional years, with the proposed new expiration date of the Development Agreement on May 25, 2023;

**WHEREAS**, as a result of the application for Amendment No. 1, City staff prepared an Addendum to the 2010 Final EIR for the Yahoo Santa Clara Campus Project, attached hereto and incorporated herein by this reference;

**WHEREAS**, Santa Clara City Code (SCCC) Section 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 October 9, 2019, the City published notice in the Weekly, a newspaper of general circulation, of a public hearing to be conducted before the Planning Commission on October 23, 2019 to consider the proposed Amendment No. 1;

**WHEREAS**, on October 11, 2019, the City mailed notice of the public hearing to all property owners located within 1,000 feet of the Project Site, and on October 11, 2019, the City posted notice of the public hearing in three conspicuous locations within 300 feet of the Project Site;

**WHEREAS**, on October 11, 2019, the City also mailed notice to each local agency expected to provide water, sewage, streets, roads, schools, or other essential facilities or services to the Project; and

**WHEREAS**, on October 23, 2019, the Planning Commission held a duly noticed public hearing to consider Amendment No. 1, at which time the Commission received and considered all verbal and written testimony and evidence submitted.

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

1. That the Planning Commission hereby finds that the above Recitals are true and correct and by this reference makes them a part hereof.
2. That the Planning Commission finds that consideration of Amendment No. 1 is based on the Addendum to the 2010 Final EIR for the Yahoo Santa Clara Campus Project. The Planning Commission has reviewed the Addendum, and based upon its independent judgment, finds that it is complete and complies in all aspects with CEQA.
3. The Planning Commission has reviewed Amendment No. 1, and based on its review finds that the Development Agreement, as amended by Amendment No. 1, complies with all requirements of Government Code section 65865.2 [entitled "Contents" (of a Development Agreement)].

4. That the Planning Commission hereby recommends that the City Council approve the First Amendment to Development Agreement between the City of Santa Clara and Innovation Commons Owner LLC for the property located at 5010 Old Ironsides Drive.

5. Pursuant to Government Code section 65867.5, the Planning Commission hereby finds that the provisions of Amendment No. 1 are consistent with the General Plan, in that the Project would locate an industrial office campus development in proximity to workforce housing, commercial uses, services, and major transportation corridors. The General Plan's stated goals include locating higher-intensity employment centers near major transit services and major transportation corridors to reduce vehicle miles traveled, and providing sufficient industrial land to meet the demand for local employment and retention of the City's economic base.

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

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

AYES: COMMISSIONERS:

NOES: COMMISSIONERS:

ABSENT: COMMISSIONERS:

ABSTAINED: COMMISSIONERS:

ATTEST: \_\_\_\_\_  
ANDREW CRABTREE  
DIRECTOR OF COMMUNITY DEVELOPMENT  
CITY OF SANTA CLARA

Attachments Incorporated by Reference:

1. First Amendment to the Development Agreement with Innovation Commons Owner LLC
2. Addendum to the 2010 Final Environmental Impact Report for the Yahoo Santa Clara Campus Project

ORDINANCE NO. \_\_\_\_

**AN ORDINANCE OF THE CITY OF SANTA CLARA, CALIFORNIA,  
APPROVING THE FIRST AMENDMENT TO THE DEVELOPMENT  
AGREEMENT BETWEEN THE CITY OF SANTA CLARA AND  
INNOVATION COMMONS OWNER LLC (PREVIOUSLY YAHOO)  
FOR THE PROPERTY LOCATED AT 5010 OLD IRONSIDES  
DRIVE, SANTA CLARA**

**[Original Ordinance No. 1858 Adopted May 11, 2010]**

**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 Yahoo!, Inc., a Delaware corporation (“Yahoo”) entered into a Development Agreement dated May 25, 2010, recorded June 28, 2010 as Document No. 2075596, and re-recorded on October 1, 2010 as Document No. 20896671 in the Official Records of Santa Clara County (the “Development Agreement”), as well as an Operating Memorandum between the City and Yahoo, recorded June 17, 2015 as Document No. 22989859, in the Santa Clara County Clerk-Recorder’s Office, which was amended by that certain First Amendment to Operating Memorandum between City and Yahoo, recorded December 2, 2015 as Document No. 23106419, in the Santa Clara County Clerk-Recorder’s Office (collectively, the “Memoranda”). The Development Agreement and Memoranda concerned that certain real property consisting of nine lots located at 5010 Old Ironsides Drive (the “Project Site”);

**WHEREAS**, the Development Agreement authorizes the development of the Project Site with up to 3.06 million square feet of office/R&D/commercial uses consisting of 13 six-story buildings, three two-story commons buildings, surface parking, two levels of below grade parking, site circulation, landscaping, and public and private improvements (the “Project”);

**WHEREAS**, on May 10, 2010, in Resolution 10-7724, the City Council certified an Environmental Impact Report (“EIR”) for the Project;

**WHEREAS**, on or about June 16, 2016, Yahoo and LeEco Real Estate Group, LLC, a Delaware limited liability company (“LeEco”) entered into an Assignment of Development Agreement wherein Yahoo conveyed all of its rights, title and interests under the Development Agreement to LeEco and LeEco agreed to be bound by and perform all of Yahoo’s obligations under the Development Agreement and Memoranda. On or about June 28, 2018, LeEco transferred all of its rights and obligations in the Development Agreement to Innovations Commons Owner LLC, a Delaware limited liability company (“Developer”);

**WHEREAS**, Developer is the successor in interest to Yahoo under the 2010 Development Agreement;

**WHEREAS**, Section 11.1 of the Original Development Agreement provides that City and Yahoo, by mutual consent, may modify the terms of the Original Agreement;

**WHEREAS**, on May 6, 2019, Andrea Jones (“Applicant”), on behalf of Developer, applied for a “First Amendment to Development Agreement” , attached hereto and incorporated herein by this reference (“Amendment No. 1”) to extend the term of the Development Agreement for three additional years, with the proposed new expiration date of the Development Agreement on May 25, 2023;

**WHEREAS**, as a result of the application for Amendment No. 1, City staff prepared an Addendum to the 2010 Final EIR for the Yahoo Santa Clara Campus Project, attached hereto and incorporated herein by this reference;

**WHEREAS**, Santa Clara City Code (SCCC) Section 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 October 23, 2019, the Planning Commission conducted a duly noticed public hearing to consider Amendment No. 1, at the conclusion of which, the Planning Commission voted to recommend that the City Council approve Amendment No. 1;

**WHEREAS**, on **TBD**, the City published notice of a public hearing to be conducted on **TBD, 2020** to consider Amendment No. 1 in the Weekly, a newspaper of general circulation, and on **TBD**, the City mailed notice to all property owners located within 1,000 feet of the Project Site and posted a notice of the public hearing in three conspicuous locations within 300 feet of the Project Site;

**WHEREAS**, on **TBD**, the City also mailed notice to each local agency expected to provide water, sewage, streets, roads, schools, or other essential facilities or services to the Project; and

**WHEREAS**, on **TBD, 2020**, the City Council conducted a public hearing to consider Amendment No. 1, at which time the Council received and considered all 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 of the foregoing recitals are true and correct.

**SECTION 2:** The City Council finds that consideration of Amendment No. 1 is based on the Addendum to the 2010 Final EIR for the Yahoo Santa Clara Campus Project. The City Council has reviewed the Addendum, and based upon its independent judgment, finds that it is complete and complies in all aspects with CEQA.

**SECTION 3:** Pursuant to Government Code section 65867.5, the City Council hereby finds that the provisions of Amendment No. 1 are consistent with the General Plan, in that it would locate an industrial office campus development in proximity to workforce housing, commercial uses, services, and major transportation corridors. The General Plan's stated goals include locating higher-intensity employment centers near major transit services and major transportation corridors to reduce vehicle miles traveled and providing sufficient industrial land to meet the demand for local employment and retention of the City's economic base.

**SECTION 4:** The City Council has reviewed Amendment No. 1 and based on its review finds that the Development Agreement, as amended by Amendment No. 1, complies with all requirements of Government Code section 65865.2 [entitled "Contents" (of a Development Agreement)].

**SECTION 5:** The City Council hereby approves Amendment No. 1, substantially in the form attached hereto.

**SECTION 6:** The City Manager is hereby authorized to execute Amendment No. 1 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 City Attorney prior to execution thereof. The City Manager, or designee, is also authorized and directed to take any action and execute any documents or agreements 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 Amendment No. 1, the City Clerk shall cause Amendment No. 1 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 offense or act committed or done or any penalty or forfeiture incurred or any right established or accruing before the effective date of this ordinance; nor shall it affect any prosecution, suit or proceeding pending or any judgment rendered prior to the effective date of this ordinance. All fee schedules shall remain in force until superseded by the fee schedules adopted by the City Council.

**SECTION 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 \_\_\_\_ day of \_\_\_\_\_, 2020, by the following vote:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:



ABSTAINED:

COUNCILORS:

ATTEST:

\_\_\_\_\_  
NORA PIMINTEL  
ASSISTANT CITY CLERK  
CITY OF SANTA CLARA

Attachments incorporated by reference:

1. Amendment No. 1 to the Development Agreement with Innovation Commons Owner LLC

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Extension\\Development Agreement Ordinance.doc



# HEXAGON TRANSPORTATION CONSULTANTS, INC.

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November 7, 2019

Ms. Reena Brilliot  
Community Development Department  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050

**Re: *Evaluation of Potential Travel Demand Management Trip Reductions for the Approved Yahoo! Office Development at 3005 Democracy Way***

Dear Ms. Brilliot:

Hexagon Transportation Consultants, Inc. has evaluated the potential Travel Demand Management (TDM) trip reductions for the previously approved Yahoo! office development at 3005 Democracy Way. The analysis is in response to questions raised at the City of Santa Clara Planning Commission meeting on October 23, 2019. The City is considering amending the current development agreement to extend the term of the agreement. As originally approved, the Yahoo! project would contain 3,060,000 square feet (s.f.) of office space and was not subject to a TDM trip reduction target. Subsequently, the City of Santa Clara adopted a Climate Action Plan that set forth goals for reducing vehicle miles travelled (VMT). The minimum VMT reduction established for high intensity office/R&D uses in the project vicinity is 20 percent with a minimum 10 percent reduction from TDM. The Planning Commission suggested that other jurisdictions are requiring greater vehicle trip reductions from TDM and questioned whether a 35 percent vehicle trip reduction would be achievable for the approved Yahoo! development.

Our analysis of potential trip reductions for the Yahoo! office development was conducted using available TDM Monitoring Report data from other similar office projects in the area. Assuming that all vehicle trips will average out to a typical trip length (all trip lengths are equal), a one percent reduction in vehicle trips will equal a one percent reduction in vehicle miles travelled. Thus, the following analysis of vehicle trip reductions is thought to be a reasonable estimate of the reduction in VMT.

## **TDM Case Study Data**

TDM performance data was compiled for office projects in a number of South Bay and Peninsula cities (see Table 1). The data was obtained from TDM Monitoring Reports and other studies provided by TDM Specialists, Fehr & Peers, Nelson/Nygaard, and the City of Sunnyvale. The case study data describes the site location (City and proximity to transit), number of employees, TDM measures, alternative mode use rate, and total trip reduction percentage for each site.

The TDM monitoring reports generally calculate the alternative mode share assuming that all employees who do not complete a survey commute in a single-occupant vehicle (SOV). The intent behind this assumption is to avoid survey bias due to a non-representative sample. For example, SOV commuters may be less likely to respond to a commute survey than commuters who use alternative modes. However, it is likely that some non-respondents also use alternative



modes of transportation. Thus, the true alternative mode share is likely somewhere between the unadjusted value calculated from survey respondents and the adjusted value calculated assuming all non-respondents are SOV commuters. Thus, the alternative mode share and resulting vehicle trip reduction percentage achieved at each site is reported as a range. For sites with a low survey response rate, the range is relatively large.

The TDM trip reductions listed below should be measured against the trip generation rates per employee provided in the Institute of Transportation Engineers (ITE) *Trip Generation Manual*. The ITE data are typically based on single-use developments located in suburban areas with ample free parking and minimal transit service or other TDM measures, and thus represent an upper bound estimate against which to measure the overall trip-reducing effects resulting from the project location, design features, and other TDM measures. The TDM Monitoring Reports typically list the total number of employees but not the floor area. Thus, it is uncertain how the employee density (employees/s.f.) at each local site compares to the typical ITE employee density or how the local trip reductions reported below compare to the ITE trip rates per 1,000 s.f. gross floor area.

Because the TDM Monitoring Reports are based on surveys distributed to all employees, including those who travel during off-peak periods, the trip reductions reported below reflect the reduction in daily vehicle trips. Peak-hour trips may be reduced by a greater percentage if the employer(s) allow flexible work hours or alternative work schedules (such as 4 days/40 hours or 9 days/80 hours). Since the type of employer(s) that might occupy the Yahoo! site are unknown, it is recommended that the same trip reduction target be applied to daily and peak hours.

Office developments in close proximity to Caltrain were excluded from this analysis since Caltrain ridership greatly exceeds the VTA light rail ridership. Thus, sites served by Caltrain are not comparable with the Yahoo! site since they typically benefit from much higher rates of transit use.

The remaining office developments were divided into two categories: with and without long-haul employee commuter shuttles. Many of the largest technology employers in Silicon Valley (e.g. Google, Facebook, LinkedIn, etc.) provide an extensive system of employee commuter shuttles, which transport employees to and from their homes in such distant locations as San Francisco, Gilroy, the East Bay, and more. The shuttles typically provide Wi-fi connections that allow employees to work while onboard and to avoid the stress of driving. While some smaller employers and Transportation Management Associations sometimes offer last-mile shuttle service to and from the nearest transit stations, they do not provide long-haul employee shuttles due to the cost and, in some cases, due to competitive concerns arising from shared long-haul shuttles.

### **Trip Reductions without Long-Haul Employee Commuter Shuttles**

The City of Santa Clara does not have any TDM monitoring data available at this time for office projects. Nevertheless, data was obtained from a third-party consultant for a large (>1,000 employees) single-employer office campus in Santa Clara. However, it is not near light rail or Caltrain and provides only a limited set of TDM measures including bicycle parking, showers, carpool preferential parking, an in-house commute web portal, pre-tax options for transit expenses, and carpool ride matching. The Santa Clara office development (Site #1) had approximately 12 – 27 percent of employees using alternative modes, resulting in a trip reduction



of about 10 – 23 percent. (Carpools count as an alternative mode but are assumed to reduce only one vehicle trip for every two employee participants.)

One other large (>1,000 employees) single-employer office campus in the City of Sunnyvale's Moffett Park Specific Plan Area is directly comparable to the approved Yahoo! office development since they both are located approximately one quarter mile from the Mountain View - Winchester LRT line. This Sunnyvale site (Site #2) provides a similar TDM Program with the addition of Waze carpool incentives not provided at the Santa Clara site. The TDM Monitoring Report shows that the Sunnyvale site had approximately 14 – 35 percent of employees using alternative modes, resulting in a trip reduction of about 12 – 30 percent. Although the Sunnyvale site that is near LRT transit appears to be achieving a higher trip reduction than the Santa Clara site that is not near rail transit, the transit mode share at both sites is nearly identical. The difference in trip reduction between the two sites is due to other factors such as the presence or lack of carpool incentives, the site's accessibility via bicycle, and the percentage of employees who telework or did not work during the survey period.

TDM monitoring data also were obtained for two other office developments (Site #3 in Mountain View and Site #4 in East Palo Alto) that do not have company-provided long-haul employee commuter shuttles. The Mountain View site is a large (>1,000 employees) single-employer office campus, while the East Palo Alto data is from a medium-sized employer (approximately 300 employees) within a multi-tenant office development. These sites offer enhanced TDM programs including transit subsidies (Caltrain Go Pass or other cash subsidy) and shuttle service to the nearest Caltrain station. The trip reductions for these sites are estimated to be between 18 and 32 percent.

On average, the four office developments without long-haul employee shuttles service were found to achieve trip reductions of about 16 – 29 percent. These results support our conclusion that the Yahoo! office development could achieve vehicle trip reductions of approximately 25 percent with implementation of TDM measures such as bike parking, showers, lockers, last-mile shuttle service to nearby transit stations (Caltrain, BART, and/or ACE), carpool ride matching, carpool preferential parking, personalized commute assistance, new hire orientation, commute kiosk, intranet site with commute information, promotional events and other TDM marketing and information programs.

### **Trip Reductions with Long-Haul Employee Commuter Shuttles**

The office tenant(s) for the Yahoo! site could be numerous small employers or one large employer. If a large tech employer were to occupy the full site, it would likely provide a network of employee shuttles. Hexagon evaluated the trip reductions achieved at nine office developments with company-provided employee commuter shuttle service. In addition to long-haul shuttles, these sites also benefit from robust TDM Plans that typically include transit subsidies as well as local shuttle services to Caltrain or other transit stations. The average trip reduction at these sites is estimated to be about 31 to 42 percent. These results support our conclusion that a trip reduction goal greater than 30 percent would likely be achieved only by a very large employer that invested in extensive long-haul employee commuter shuttle services.



## Conclusions

The recommended TDM trip reductions should be measured against the daily and peak-hour trip generation rates per employee provided in the Institute of Transportation Engineers (ITE) *Trip Generation Manual*. Based on TDM case study data, it appears that the Yahoo! office development could achieve a 25 percent vehicle trip reduction with implementation of TDM measures such as bike parking, showers, lockers, last-mile shuttle service to nearby transit stations (Caltrain, BART, and/or ACE), carpool ride matching, carpool preferential parking, personalized commute assistance, new hire orientation, commute kiosk, intranet site with commute information, promotional events and other TDM marketing and information programs. This is a progressive target given that comparable sites that do not use long-haul shuttles were found to achieve an average vehicle trip reduction of about 16 to 29 percent. A trip reduction goal greater than 30 percent would likely be achieved only if the project were to be occupied by a single large employer that invested in extensive long-haul employee commuter shuttle services.

Sincerely,

**HEXAGON TRANSPORTATION CONSULTANTS, INC.**

Michelle Hunt  
Vice President

**Table 1**  
**Case Study TDM Data**

Site ID	1	2	3	4	5	6	7	8	9	10	11	12	13	Avg	Avg	Avg
City	Santa Clara	Sunnyvale (Moffett Park)	Mt View	East Palo Alto	Palo Alto	Mt View	Palo Alto	Mt View	Menlo Park	Mt View	Cupertino	Sunnyvale (Moffett Park)	Sunnyvale (Moffett Park)	All Sites	No Long-Haul Shuttle	With Long-Haul Shuttle
Total Employees	>1000	>1000	>1000	300	>1000	>1000	>1000	>1000	>1000	>1000	>1000	>1000	>1000			
Caltrain Proximity	2+ Miles to Caltrain															
Company-Provided Employee Commuter Shuttles	No Long-Haul Employee Shuttles				Company-Provided Long-Haul Employee Commuter Shuttles											
Bus and/or LRT Service	Bus only	Yes (0.3 miles to LRT)	no (3/4 mi from bus & LRT)	Bus only	Bus only	no (3/4 mi from bus & LRT)	Bus only	limited bus service only	no	Bus only	Bus only	Yes (0.1 miles to LRT)	Yes (0.5 miles to LRT)			
Transit Subsidies	none	none	Caltrain Go Pass	cash subsidies	VTA Express Eco Pass; \$130 cash subsidy	Caltrain Go Pass	VTA Eco Pass (small cost to employee)	Caltrain Go Pass; \$100 cash subsidy	Caltrain Go Pass	none	\$100 cash subsidy	cash subsidies	none			
Last Mile Station Shuttle	none	none	Caltrain Shuttle	Caltrain Shuttle	Caltrain & ACE Shuttle	Caltrain Shuttle	Caltrain & Marguerite Shuttle	Caltrain Shuttle	Caltrain Shuttle	Caltrain & ACE Shuttle	none	none	Caltrain Shuttle			
OTHER TDM PROGRAMS																
Bicycle amenities (secure bike parking and showers)	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes			
Campus Bike Share resources			yes		no	yes	no	yes	yes	yes	yes					
Carpool preferential parking spaces	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes			
On-site Carshare resources - Zipcar/WeCar			no		Zipcar	yes	no	yes	yes	yes	yes					
On-site amenities (café, fitness center, PurpleTie, ATM, personal/other amenities)		yes	yes		yes	FREE	yes	yes	FREE	yes		yes	yes			
Constrained or limited parking			yes		yes	yes	yes	no	yes	yes						
Parking cash out																
On-site Transportation/Commuter kiosks		yes	yes		yes	no	no	no	no	no			yes			
In-house Commute Web portal	yes		yes		yes	yes	yes	basic	yes	yes		yes				
Emergency Ride Home Program	yes		pending	yes	yes	yes	yes	yes	yes	yes		yes	yes			
Pre-tax options (transit or vanpool)	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes		yes	yes			
\$20 monthly bicycle vouchers					no	no	yes	no		no	yes					
Bicycle commuter incentives					no	no	no	no		yes	yes					
On-site mobile bike maintenance services	yes		yes	yes	yes	yes	yes	yes	yes	yes		yes				
Vanpool Program (vans provided or subsidized)			no		\$130 subsidy	FREE	subsidized	FREE	FREE	yes			yes			
Carpool parking permit program			no		yes	no	no	no	yes	yes						
Waze Carpool Incentive		yes										yes	yes			
Company In-house Ridematching Services	yes	yes	Scoop	yes	Scoop & TwoGo	no	Scoop	Zimride	Zimride	yes	yes		yes			
Use of free 511 Ridematching Services		yes			no	yes	no	no	yes	no						
Proactive Employee Commute Coordinator		yes	yes	yes	yes	yes	yes	yes	yes	yes		yes	yes			
Member - Transportation Management Association		yes	yes		yes	yes	no	yes	no	yes		yes	yes			
Estimated Alternative Transportation Mode-Use Rate (Assuming Non-respondants are SOV)	11.9%	14.4%	32.3%	23.0%	31.3%	40%	30%	38%	45%	50%	28.0%	38.1%	13.8%	30.4%		
Transit Mode %	3.2%	2.9%	5.6%	7.6%	8.4%						13.0%	18.6%	7.5%	8.3%		
Carpool Mode %	3.5%	4.6%	16.1%	7.4%	9.3%						10.0%	2.1%	4.2%	7.2%		
Telework %	1.2%	4.4%	2.4%	4.0%	8.2%							5.2%	1.3%	3.8%		
Uber/Lyft Mode %	0.0%	0.0%	1.5%	1.0%	0.4%							1.4%	0.0%	0.6%		
Bike Mode %	2.8%	0.5%	3.3%	1.0%	2.1%						2.0%	2.3%	0.7%	1.8%		
Walk/Jog Mode %	0.3%	0.1%	1.1%	0.3%	0.2%						3.0%	0.0%	0.1%	0.6%		
Motorcycle/Scooter Mode %	0.8%	0.0%	0.8%	0.6%	0.3%							0.0%	0.0%	0.4%		
Vanpool Mode %	0.1%	0.0%	0.0%	0.0%	1.1%							0.0%	0.0%	0.2%		
Did not work this day %	0.0%	1.9%	1.5%	1.2%	1.3%							8.5%	0.0%	2.1%		
Minimum Total Trip Reduction %	-10.2%	-12.1%	-22.8%	-18.3%	-26.3%	-35.0%	-26.0%	-33.0%	-40.0%	-45.0%	-23.0%	-35.7%	-11.7%	-26.1%	-15.8%	-30.6%
* estimated * estimated * estimated * estimated * estimated																
Estimated Alternative Transportation Mode-Use Rate including only Survey Respondants	27.3%	35.1%	43.3%	40.0%	62.4%	n/a	n/a	n/a	n/a	n/a	28.0%	58.6%	43.2%	42.2%		
Transit Mode %	7.4%	7.0%	7.5%	13.1%	16.7%						13.0%	29.3%	23.0%	14.6%		
Carpool Mode %	8.0%	11.2%	21.6%	12.9%	18.5%						10.0%	3.4%	13.3%	12.4%		
Telework %	2.8%	10.7%	3.2%	7.0%	16.3%							8.1%	4.3%	7.5%		
Uber/Lyft Mode %	0.0%	0.0%	1.9%	1.8%	0.8%							0.9%	0.0%	0.8%		
Bike Mode %	6.4%	1.3%	4.5%	1.7%	4.2%						2.0%	3.6%	2.2%	3.2%		
Walk/Jog Mode %	0.7%	0.3%	1.5%	0.5%	0.4%						3.0%	0.0%	0.4%	0.8%		
Motorcycle/Scooter Mode %	1.8%	0.0%	1.0%	1.1%	0.6%							0.0%	0.0%	0.6%		
Vanpool Mode %	0.2%	0.0%	0.0%	0.0%	2.2%							0.0%	0.0%	0.3%		
Did not work this day %	0.0%	4.6%	2.1%	2.0%	2.6%							13.3%	0.0%	3.5%		
Maximum Total Trip Reduction %	-23.3%	-29.5%	-30.6%	-31.8%	-52.3%	n/a	n/a	n/a	n/a	n/a	-23.0%	-56.0%	-36.6%	-35.4%	-28.8%	-42.0%

RECORD WITHOUT FEE  
PURSUANT TO GOVERNMENT CODE § 6103

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

City of Santa Clara  
City Clerk's Office  
1500 Warburton Avenue  
Santa Clara, California 95050

DOCUMENT: 20896671



Pages: 259

Fees.... \* No Fees.  
Taxes....  
Copies...  
AMT PAID

REGINA ALCOMENDRAS  
SANTA CLARA COUNTY RECORDER  
Recorded at the request of  
City

RDE # 010/102  
10/01/2010  
9:51 AM

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**DEVELOPMENT AGREEMENT**

**BETWEEN**

**THE CITY OF SANTA CLARA,**

**a chartered California municipal corporation,**

**AND**

**YAHOO!, INC.**

This Development Agreement is being re-recorded to replace that certain Development Agreement recorded on June 28, 2010 as Document #20755965 ("Original Recorded Development Agreement") in order to include Exhibit "Fair Share" and Exhibit "Phasing Plans" which were not included with the Original Recorded Development Agreement due to a clerical error. Each and every term of the Original Recorded Development Agreement is and are the same as this Development Agreement, except that the two exhibits are now been included.

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### EXHIBITS

- Exhibit "PropDesc" (Legal Description of Property)
- Exhibit "Plans" (Development Plan)
- Exhibit "CoA-Z" (Conditions of Approval)
- Exhibit "MMRP" (Mitigation Monitoring and Reporting Program)
- Exhibit "Fair Share" (Fair Share Traffic Fees)
- Exhibit "Phasing Plans" (Project Phasing Plans)



## DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between CITY OF SANTA CLARA ("City"), a chartered California municipal corporation, and Yahoo!, Inc. ("Developer"), (collectively the "Parties") on May 25, 2010 ("Effective Date").

### RECITALS

Developer and City enter into this Agreement on the basis of the following facts, understandings and intentions, and the following recitals are a substantive part of this Agreement:

- A. Sections 65864 through 65869.5 of the California Government Code authorize the City to establish procedures to enter into binding development agreements with persons having legal or equitable interests in real property located within the City for development of property.
- B. "The Code of the City of Santa Clara, California" ("SCCC"), Section 17.10.010 and following, establishes the authority and procedure for review and approval of proposed development agreements.
- C. Developer is currently the legal owner of the property ("Property") governed by this Agreement. The Property consists of nine (9) separate parcels (APNs 104-04-151, 143, 142, 150, 112, 113, 065, 111, 064) totaling 46.01 acres and Democracy Way, a public street, the combined total project area is 48.6 acres bounded by Tasman Drive to the north, Old Ironsides Drive to the east, Hetch Hetchy right-of-way to the south and Patrick Henry Drive to the west, as further described in Exhibit "PropDesc", attached hereto and incorporated by this reference.
- D. Developer has submitted the following application(s) to the City for development of the Property, which includes Certifying the Environmental Impact Report (EIR); Rezoning from ML (Light Industrial) to PD (Planned Development) to construct a campus development project; Development Agreement for phased development of the office campus; Vacation of Democracy Way and Vesting Tentative Parcel Map to abandon an existing public right-of-way and reconfigure nine existing developed parcels into four separate parcels to construct the phased office campus development; Zoning Administrator Modification to reduce minimum on-site parking requirement from 10,200 to 9,900 or 9,653 spaces without the spaces on the Hetch Hetchy right-of-way; and Architectural Review.
- E. The Application(s) request that Developer be allowed to develop the 48.6 acre Property with the phased development of a 3,060,000 square foot office/R&D/commercial campus consisting of 13 six-story buildings, three two-story commons buildings, surface parking, two levels of below grade parking, site circulation, landscaping, and public and private improvements. The project includes the vacation of Democracy Way, relocation of existing utilities, installation of new facilities, and dedication of land at the southwest corner of the project site for City construction of a City owned and operated electric substation. A Vesting Tentative Parcel Map is also proposed to aggregate the nine

parcels that comprise the project site into four separate lots for project phasing. (collectively, the "Project").

- F. The Project, including but not limited to the buildings, access and parking facilities, landscaping, and infrastructure improvements, are all more particularly shown on the development plan consisting of (36) thirty-six sheets of plans submitted by RMW Architecture dated October 10, 2009 ("Development Plan"). All sheets of the Development Plan are attached hereto as Exhibit "Plans" and incorporated by this reference.
- G. Through this Agreement, the Parties intend to preserve the permitted uses, size and density of development as set forth in the Planned Development (PD) Zoning approval. City and Developer each acknowledge that development and construction of the Project is a large-scale undertaking involving major investments by Developer and City, and assurances that the Project can be developed and used in accordance with the terms and conditions set forth herein and the existing rules governing development of the Property will benefit both Developer and City.
- H. City is willing to enter into this Agreement for the reasons enumerated in SCCC 17.10.010 to: (i) eliminate uncertainty in the comprehensive development planning of large-scale projects in the City, such as the Project; (ii) secure orderly development and fiscal benefits for public services, improvements and facilities planning in the City; (iii) meet the goals of the General Plan; and (iv) plan for and concentrate public and private resources for the mutual benefit of both Developer and City.
- I. Developer acknowledges and recognizes that material inducements for the City to enter into this Agreement are: (i) an opportunity to create an office/R&D/commercial campus; (ii) the contributions by Developer to the City's Housing Fund and toward improvements along Tasman Way, (iii) the contributions to specific transportation, bicycle and pedestrian improvements; and (iv) construction of a development designed to USGBC LEED gold standards for new construction as of the Effective Date of the Development Agreement. City's willingness to enter into this Agreement is a material inducement to Developer to implement the Project, and Developer proposes to enter into this Agreement in order (i) to obtain assurances from City that the Property may be developed, constructed, completed and used pursuant to this Agreement, and in accordance with existing policies, rules and regulations of the City, subject to the exceptions and limitations expressed herein and the term of this Agreement; and (ii) to provide for a coordinated and systematic approach to funding the cost of certain public improvements and facilities planned by the City, and to establish the timing and extent of contributions required from Developer for these purposes.
- J. Developer requested City enter into a development agreement, and proceedings have been taken in accordance with State law, as set forth below.
- K. On April 14, 2010, City's Planning Commission held a duly noticed public hearing on this Agreement and (i) determined that consideration of this Agreement based on the Final Environmental Impact Report ("EIR") complies in all respects with the California

Environmental Quality Act ("CEQA"); (ii) determined that this Agreement is consistent with the City's General Plan; and (iii) recommended that the City Council approve this Agreement.

- L. On May 11, 2010, the City Council held a duly noticed public hearing on this Agreement and (i) determined that consideration of this Agreement based on the EIR complies in all respects with CEQA; (ii) determined that this Agreement is consistent with the City's General Plan; and (iii) introduced Ordinance No. 1858, approving this Agreement.
- M. On May 25, 2010, the City Council adopted Ordinance No. 1858, enacting this Agreement and the execution thereof, and the Ordinance will become effective thirty (30) days later on June 24, 2010 ("Ordinance Effective Date").
- N. Certain improvements as set forth in the conditions of approval ("Conditions of Approval") which are attached hereto as Exhibit "CoA-Z" and incorporated herein by this reference, are necessary to provide infrastructure support for the Project.
- O. Developer plans to develop the Project in three (3) phases, which are outlined in more detail in the Development Plan and Conditions of Approval. Any modification to the content and/or sequencing of the Phases must comply with Section 2, Paragraph 2.7 of this Agreement.

## **AGREEMENT**

NOW, THEREFORE, pursuant to the authority contained in California Government Code section 65864 and following, and SCCC 17.10.010 and following, and in consideration of the mutual representations, covenants and promises of the Parties, the Parties hereto agree as follows:

### **1. TERM**

- 1.1 **Duration of Term.** The term ("Term") of this Agreement shall commence on the Effective Date set forth above, approving this Agreement, and shall continue for a period of Ten (10) years, unless sooner terminated or extended as hereinafter provided.
- 1.2 **Options.** If a Certificate of Occupancy has been issued for at least fifty percent (50%) of Phase I as set forth in the Development Plan within ten (10) years from the Effective Date, then the Term of the Agreement shall be automatically extended by an additional five (5) years. If a Certificate of Occupancy has been issued for at least fifty percent (50%) of Phase II as set forth in the Development Plan within fifteen (15) years of the Effective Date, then the Term of the Agreement shall be extended by an additional five (5) years upon written request by the Developer. In no event shall the maximum term of this Agreement be longer than twenty (20) years from the Effective Date.
- 1.3 **Expiration.** Following expiration of the Term or any extension, or if sooner terminated, or if the requirements of 1.2 are not met this Agreement shall have no force and effect, subject, however, to post-termination obligations of Developer and City.

## 2. DEVELOPMENT OF THE PROPERTY

- 2.1 **Property.** The Property that is the subject of this Agreement is that certain real property described in Exhibit "PropDesc" attached hereto.
- 2.2 **Life of Approvals.** Pursuant to Government Code section 66452.6(a) and this Agreement, the life of the Project approvals, including but not limited to certification of the EIR, approval of the Resolution to rezone the Property to a PD zone, approval of the Development Agreement Ordinance and this Development Agreement, approval of a Vesting Tentative Parcel Map, and Architectural Review approval of the Project (collectively, "Approvals") shall automatically be extended to and until the later of the following: (1) the end of the Term of this Agreement; or (2) the end of the term or life of any such approval. Notwithstanding the foregoing, the vested elements secured by Developer under this Agreement shall have a life no greater than the Term of this Agreement, and any extension thereof.
- 2.3 **Vested Elements.** The permitted uses of the Property, the maximum density and intensity of permitted uses, the maximum heights, locations, numbers and gross square footage of the proposed buildings, the provisions for vehicular access and parking, reservation or dedication of land for public purposes or fees in-lieu thereof, provision for construction of public improvements and/or required fees associated with the Project as provided in, and limited by, this Agreement, shall be vested and are hereby vested and referred to as vested elements ("Vested Elements"). In addition to the foregoing Vested Elements, other terms and conditions of development applicable to the Project are set forth in the following documents as they exist as of the Effective Date, and shall also be included in the Vested Elements:
- a. The General Plan of the City of Santa Clara, current as of the Effective Date, the terms and conditions of which are incorporated herein by this reference;
  - b. SCCC, current as of the Effective Date, including the rezoning of the Property from ML (Light Industrial) to PD (Planned Development) ("Rezoning");
  - c. The PD Zoning District and the Conditions of Approval imposed thereon;
  - d. The Development Plan, defined in Recital F, herein;
  - e. All other applicable City plans, policies, programs, regulations, ordinances and resolutions of the City in effect as of the Effective Date, which regulate development of the Property and implementation of the Project, and which are not inconsistent with the terms of this Agreement ("Other Regulations");
  - f. Any permits and/or subsequent approvals, including but not limited to additional subdivision maps or lot line adjustments, if any, final maps, site and architectural review, demolition permits, Building Permits, grading permits, and infrastructure improvement plans processed in accordance with the terms of this Agreement. Upon approval, such subsequent approvals shall be incorporated into this Agreement and vested hereby; and,

- g. In the event this Project includes a subdivision as defined by Government Code § 66473.7, the Tentative Parcel Map for this Project will comply with the provisions of § 66473.7, as it may be amended from time to time.

- 2.4 **Permitted Uses.** The permitted uses for the Project at the Property are as follows: A 3,060,000 office/R&D/commercial campus consisting of 2,895,000 square feet of office space; 165,000 square feet of commons space; site access and circulation; surface parking lots; and a two-level below grade parking structure totaling 9,900 parking spaces along with landscaping and employee outdoor recreational facilities constructed over three development phases, all of which must be implemented in accordance with the Development Plan and the Conditions of Approval, except if deemed a minor modification as set forth in Paragraph 11.2b.
- 2.5 **Present Right to Develop.** Subject to Developer's fulfillment of the provisions of this Agreement, the Development Plan and the Conditions of Approval, the City hereby grants to Developer the present vested right to develop and construct on the Property all the improvements authorized by, and in accordance with, this Agreement and the Vested Elements, including in particular the terms of the Development Plan and the Rezoning. To the extent permitted by law, no future modification (including by later-adopted initiative and/or referendum) of the City's General Plan, SCCC, ordinances, policies or regulations that purport to (i) limit the rate or timing of development, size of buildings or other improvements (including developable square footage), or amount of development of the portions of the Project to be built; or (ii) impose fees, exactions or conditions upon development, occupancy or use of the Property other than as provided in the Development Plan or Conditions of Approval or pursuant to this Agreement, shall apply to the Property; provided, however, that nothing in this Agreement shall prevent or preclude City from adopting any fees or land use regulations or amendments thereto, expressly permitted herein.
- 2.6 **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; however, Developer may request alternate phasing in writing based on business constraints or considerations. Prior to implementation, alternate phasing must be approved in writing by the City's Director of Planning and Inspection ("Director"), 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 ("MMRP") are met and that the revised phasing will not unduly burden, hamper or constrain prior or future phases of the Project. 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.

- 2.7 **Agreement and Comprehensive Development Plan.** The Parties acknowledge that, except as specifically set forth herein, this Agreement, the Development Plan, the MMRP and the Conditions of Approval set forth a comprehensive schedule of all development terms and conditions, development mitigation measures and fees, special assessments, special taxes, exactions, fees in-lieu, charges and dedications required in the public interest to be contributed, paid or constructed due to development of the Property as defined in the Development Plan. All fees referred to herein, may be subject to an annual increase until paid, but only if such increase is applied equally to similarly situated projects on a City-wide or area-wide basis, and any such annual increase shall be limited in the manner specified in Section 4.
- 2.8 **Design of On-Site and Off-Site Improvements.** Development of the Property shall be subject to final architectural and design review by City pursuant to the policies, regulations and ordinances in effect as of the Effective Date, and subject to the Development Plan, the Conditions of Approval, MMRP, and this Agreement. No such architectural and design review shall, without Developer's consent, require development of the Property inconsistent with the Development Plan, the Conditions of Approval, the MMRP, and this Agreement, unless City determines it is necessary to protect against conditions which create a risk to the physical health or safety of residents or users of the Project or the affected surrounding region. The Development Plan, MMRP, and Conditions of Approval, and all improvement plans prepared in accordance thereof, shall govern the design and scope of all on-site and off-site improvements benefiting or to be constructed on the Property. In no event shall final architectural and design approval by City be conditioned on or require any change in the Development Plan, MMRP or Conditions of Approval, without Developer's consent.
- 2.9 **Development of the Site.** In consideration for the City entering into this Agreement, Developer agrees to perform all of its obligations contained in this Agreement in the time and manner set out in this Agreement and the Development Plan, MMRP, and Conditions of Approval.
- 2.10 **Single Integrated Development.** City and Developer acknowledge that the Project is, and shall be considered, a single, integrated development. It is thus the intention of the Parties that, if construction on one component of the Project is commenced, any additional development of the Property will adhere to the Development Plan. However, nothing in this Agreement is intended: (i) to prevent Developer from individually commencing and completing development of any portion or phase of the Project, even if development on other portions or phases thereof has not been commenced and/or completed; (ii) to prevent Developer from independently marketing, selling, renting or occupying all, or any portion of, such developed space, pursuant to Section 12 provided that all current obligations under this Agreement and the Development Plan and all infrastructure requirements for the existing developed space have been met; and (iii) to require Developer to develop any portion or phase of the Project (even if development on another portion or phase of the Project has been commenced and/or completed). Nothing in this Section, however, shall be construed as permitting Developer to develop later phases of the Project before earlier phases, unless the phasing plan has been amended in accordance with Section 2.7.

- 2.11 **Occupancy.** Developer and/or its successor acknowledge and agree that for the term of this Agreement, an office/R&D/commercial campus shall be located on the Property unless otherwise approved pursuant to Section 13.
- 2.12 **Building Standards.** Developer hereby agrees to employ all reasonable efforts such that the Project will be built to meet high sustainability and green building standards by designing the Project to achieve USGBC LEED gold standards for new construction for each phase of development.

### 3. **EFFECT OF AGREEMENT**

- 3.1 **Subsequent State or Federal Laws or Regulations.** As provided in California Government Code section 65869.5, this Agreement shall not preclude the application to the Project of changes in laws, regulations, plans or policies, to the extent that such changes required by changes in county, regional, State or federal laws or regulations ("Changes in the Law"). In the event Changes in the Law prevent or preclude compliance with one or more material provisions of this Agreement, Developer may request that such material provisions be modified or suspended, or performance delayed, as may be necessary to comply with Changes in the Law, and City shall respond within a reasonable amount of time and may take such action as it deems necessary to be consistent with the intent of this Agreement.
- 3.2 **Changes to Existing Regulations.** Except as otherwise specifically provided, only the following changes to the Vested Elements, including such changes adopted by the electorate through the powers of initiative, or otherwise, shall apply to the development of the Property:
- a. Subject to Section 4 herein, Citywide regulations, ordinances, policies, programs, resolutions or fees adopted after the Effective Date that are not in conflict with the Vested Elements and the terms and conditions for development of the Property established by this Agreement, or otherwise applicable regulations existing as of the Effective Date. Changes to the General Plan, SCCC or other regulations shall be deemed to conflict with the approvals and this Agreement ("Conflicting City Law") if such changes prevent development of the Property in substantial accordance with the Approvals; requires significant changes in the development of the Property from what is contemplated by the Approvals; significantly delay, rations or imposes a moratorium on development of the Property; or require the issuance of discretionary or nondiscretionary permits or approvals by the City other than those required as of the Effective Date. A fee shall be deemed to conflict with this Agreement if it is an increase in an existing fee by more than the amount permitted pursuant to Section 4, below.
  - b. Any law, regulation or policy which would otherwise be Conflicting City Law, but through this Agreement or by later separate document, application to the Property has been consented to in writing by the Developer.

- 3.3 **Further Reviews.** Developer acknowledges that existing land use regulations, the Vested Elements and this Agreement contemplate the possibility of further reviews of elements or portions of the Project by the City including potential CEQA analysis if required by Project modification or a change in environmental conditions. Nothing in this Agreement shall be deemed to limit the legal authority of City with respect to these reviews as provided by, and otherwise consistent with, this Agreement. In no event shall such further review by City revisit the Development Plan, Conditions of Approval, or the Approvals or be conditioned on or require any change in the Project except as contemplated by the Development Plan, Conditions of Approval or this Agreement.
- 3.4 **Local Rules.** Future development on the Property shall be subject to all the official rules, regulations and policies (collectively "Local Rules") of the City which govern uses, architectural design, landscaping, public improvements and construction standards, and which are contained in the Development Plan or are in effect as of the Effective Date, with the exception that revisions or amendments to the Local Rules necessitated by reasonable public health or fire and life-safety considerations shall apply as though the rules were in effect as of the Effective Date. Notwithstanding any other provision of this Agreement, and without limitation as to any other exceptions contained in this Agreement, City shall retain the authority to take the following actions, so long as such action is applied on a Citywide basis to similarly situated projects:
- a. Adopt and apply property transfer taxes and/or excise taxes;
  - b. Adopt and apply utility charges;
  - c. Adopt updates to building and/or fire codes;
  - d. Maintain the right of voters to act by initiative or referendum, but only to the extent that the initiative or referendum does not affect or interfere with any vested rights acquired by the Developer in this Agreement; except that this Agreement itself is subject to referendum; and,
  - e. Take other actions not expressly prohibited by the terms or provisions of this Agreement.
- 3.5 **Future Exercise of Discretion by City.** This Agreement shall not be construed to limit the authority or obligation of City to hold necessary public hearings, or, except as provided herein, to limit discretion of the City or any of its officers or officials with regard to rules, regulations, ordinances or laws which require the exercise of discretion by City or any of its officers or officials. Except as provided herein, this Agreement shall not prevent City from applying new rules, regulations and policies, or from conditioning future Project development approval applications on new rules, regulations and policies that do not conflict with the terms of the Development Plan or this Agreement.
4. **DEVELOPMENT FEES, EXACTIONS AND DEDICATIONS.**
- 4.1 **Development Fees, Exactions and Dedications.** The fees, special assessments, special taxes, contributions, exactions and dedications (collectively "Fees") payable due to the



development, build out, occupancy and use of the Property pursuant to this Agreement shall be exclusively those set forth in the Conditions of Approval and the Development Plan and as specified in this Agreement. Notwithstanding any amendments to the Fees or imposition of any new City fees, taxes, special assessments or other exactions after the Effective Date, the Fees set forth in this Agreement, Conditions of Approval and the Development Plan shall be the only fees, charges, special assessments, special taxes, contributions, dedications and exactions payable to City due to development of the Property.

- 4.2 **Processing Fees.** Processing fees, including without limitation Building Permit fees ("Processing Fees"), may be increased if the increase is applicable Citywide and reflects the reasonable cost to City of performing the administrative processing or other service for which the particular processing fee is charged. New processing fees may be imposed if the new processing fees apply to all similarly situated projects or works within the City and if the application of these processing fees to the Property is prospective only. Processing fees shall be due and payable on a phase by phase basis, so that only those fees applying to the actual construction of each phase shall be paid upon the issuance of the appropriate permits for that phase. Developer shall pay the costs associated with the planning, processing and environmental review process for the Project, provided that such costs shall be limited to (i) reasonable costs directly associated with the preparation of the applicable environmental document; (ii) fees ordinarily charged by City for processing land use applications and permits, provided that such fees and costs are applied to Developer in the same manner as other similarly situated applicants seeking similar land use approvals and are not limited in applicability to the Project or to related uses; and (iii) fees associated with third-party permit plan checking, if applicable, above those normally charged by the City. Developer shall reimburse City for reasonable staff overtime expenses incurred by City in processing review, approval, inspection and completion of the Project provided that such overtime expenses are (a) reasonably necessary for the completion of the Project in accordance with Developer's schedule; and (b) applied to Developer in the same manner as similarly situated project applicants.
- 4.3 **Dedications.** Developer shall offer to dedicate to City, all portions of the Property designated in the Conditions of Approval, for public easements, streets or public areas. Such dedications shall include, but shall not be limited to the dedication of the southeast corner of the Property, otherwise known as Parcel 4, along with recordation of the Final Map and prior to issuance of demolition permits, for purposes of a City built, owned and operated electrical sub-station.
- 4.4 **Mitigations.** Developer agrees to contribute to the costs of public facilities and services in the amounts set forth in the Development Plan, MMRP and Conditions of Approval, as required to mitigate impacts of the development of the Property ("Mitigations"). City and Developer recognize and agree that but for Developer's contributions to mitigate the impacts arising as a result of the entitlements granted pursuant to this Agreement, City would not and could not approve the development of the Property as provided by this Agreement. City's approval of development of the Property is in reliance upon, and in consideration of, Developer's agreement to make contributions toward the cost of public

improvements and public services as provided to mitigate the impacts of development of the Property.

- 4.5 **Housing Fund Contribution.** Developer agrees to pay the sum of Four Hundred Fifty Thousand (\$450,000.00) to the City for the Housing Fund, Fifty Percent (50%) to be paid prior to the issuance of Building Permits for Phase 1, and Fifty Percent (50%) to be paid prior to Building Permits for Phase 2.

4.6 **Site Demolition and Improvements.**

- a. **Site Demolition.** As more particularly shown in Phasing Plan for the Project (Exhibit "Phasing Plans"), within One (1) year of the Effective Date, Developer shall demolish all buildings and improvements South of Democracy Way. At the time of Campus A building permit application, Developer shall demolish the two (2) buildings located on the Campus A site. At the time of Campus B building permit application, Developer shall demolish the two (2) buildings located on the Campus B site.
- b. **Tasman Improvements.** Within Five (5) years of the Effective Date, Developer shall construct improvements along Tasman Drive, between Old Ironsides Drive and Patrick Henry Drive, which shall include moving the curb and gutter, construction of a new bus turnout, a sidewalk and landscaping, all as shown in the Development Plan (Exhibit "Plans").
- c. **Relocation of Existing Facilities.** Prior to City Council approval of the Final Map for Phase 1 and issuance of Building Permits for Phase 1, Developer shall pay for and the City shall vacate Democracy Way, as described in paragraph 4.12, below, and relocate existing facilities within Democracy Way in accordance with the Development Plan (Exhibit "Plans") and Conditions of Approval (Exhibit "CoA-Z") for the Project.
- d. **Great America Parkway and Patrick Henry Drive Improvements.** Prior to occupancy of Phase 1, Developer shall construct the traffic improvements as specified in Conditions of Approval (Exhibit "CoA-Z") for the Great America Parkway/Patrick Henry Drive intersection; unless a Traffic Study is submitted by the Developer and accepted by the City that demonstrates the improvements are not required until a subsequent Phase of Project development at which time the improvement shall be required and the construction of which shall be completed prior to the occupancy of that Phase.

- 4.7 **Regional Traffic Fee.** Developer agrees to the sum of One Dollar (\$1.00) per square foot of new building floor area payable to the City prior to the issuance of Building Permits for that square footage. Provided Developer completes the Site Demolition and Tasman Improvements set forth in Paragraph 4.6, above by the fifth (5<sup>th</sup>) Anniversary of the Effective Date of this Agreement, City agrees to apply these funds toward the Project Fair Share Traffic Fees imposed under Section 4.9, below. Regional Traffic Fees are non-refundable.

- 4.8 **Local Traffic Fee.** Developer agrees to the sum of One Dollar (\$1.00) per square foot of new building floor area payable to the City prior to the issuance of Building Permits for that square footage. Local Traffic Fees are non-refundable.
- 4.9 **Fair Share Traffic Fees.** Developer agrees to post a bond or letter of credit following execution of this Agreement and prior to issuance of any Building or Demolition Permits in the sum of Five Million Six Hundred Forty Six Thousand Two Hundred and Eighty One dollars (\$5,646,281.00) for the Project's contribution to the intersection improvements identified in the certified EIR and allocated as shown in Exhibit "Fair Share". As specified in Paragraph 4.7, above, the bond or letter of credit will be subsequently reduced by the amount of the Regional Traffic Fee collected by the City for each Phase of the development. Fair Share fees paid by the Developer must be expended within five (5) years of receipt by the City of the initial bond or letter of credit toward improvements to the intersections identified for mitigation in the certified EIR for the Project, as shown in Exhibit "Fair Share", otherwise Developer's fair share obligation shall be null and void and any unused portion of the bond or letter of credit shall be returned to the Developer. The City may call the bond or letter of credit for an amount equal to the Developer's fair share, less applicable regional fees collected, anytime following the approval of a contract associated with the identified improvements by the lead agency.
- 4.10 **Sewer Connection Fee.** If the City should adopt an ordinance subsequent to the Effective Date of this Agreement that permits reduced Sewer Connection Fees as a result of onsite conservation measures, the Developer may apply for consideration of such reductions toward the Sewer Connection Fees paid on behalf of the Project. Applications may be filed for any Phase of the development if that Phase has a minimum of one year of ninety percent (90%) occupancy prior to receipt of the application by the City.
- 4.11 **Transportation Services.** Developer agrees to reasonably participate in exploring the feasibility of adding transportation services to link businesses with multi-modal transit in cooperation with the City, other public agencies, and other local business interests.
- 4.12 **Vacation of Democracy Way.** At the time the City vacates the public right of way commonly known as Democracy Way, which transects the Property from west to east The developer shall, in exchange for such vacation, pay City the appraised value of Democracy Way, less the cost of the relocation of utilities for a total sum due of Nine Hundred Twenty One Thousand Seven Hundred and Seventy Five dollars (\$921,775). Such funds are due and payable as set forth in Paragraph 4.6c, above.
5. **STANDARD OF REVIEW OF PERMITS.** All permits ("Permits") required by Developer to develop the Property, excepting the Rezoning, but including (i) road construction permits, (ii) grading permits, (iii) Building Permits, (iv) fire permits, and (v) Certificates of Occupancy, shall be issued by City after City's review and approval of Developer's applications, provided that City's review of the applications is limited to determining whether the following conditions are met:

- 5.1 The application is complete; and,

- 5.2 The application demonstrates that Developer has complied with this Agreement, the Development Plan, the MMRP, the Conditions of Approval and the applicable Local Rules.
6. **PRIORITY.** In the event of conflict between the General Plan, this Agreement, SCCC, Other Regulations and Local Rules, all as they exist on the Effective Date, the Parties agree that the following sequence establishes the relative priority of each item: (1) the General Plan, as existing on the Effective Date; (2) this Agreement; (3) the Development Plan, (4) MMRP, (5) the Approvals, and (6) SCCC, Other Regulations and Local Rules.
7. **COOPERATION IN IMPLEMENTATION.** Upon Developer's satisfactory completion of all required preliminary actions provided in the Development Plan, and payment of required fees, if any, City shall proceed in a reasonable and expeditious manner, in compliance with the deadlines mandated by applicable agreements, statutes or ordinances, to complete all steps necessary for implementation of this Agreement and development of the Property in accordance with the Development Plan, including the following actions:
- 7.1 Scheduling all required public hearings by the Planning Commission and City Council; and,
- 7.2 Processing and checking all maps, plans, land use and architectural review permits, permits, building plans and specifications and other plans relating to development of the Property filed by Developer as necessary for complete development of the Property. Developer, in a timely manner, shall provide City with all documents, applications, plans and other information necessary for the City to carry out its obligations hereunder and to cause City's planners, engineers and all other consultants to submit in a timely manner all necessary materials and documents. It is the Parties' express intent to cooperate with one another and diligently work to implement all land use and building approvals for development of the Property in accordance with the Development Plan and the terms hereof. At Developer's request and sole expense, City shall retain outside building consultants to review plans or otherwise assist City's efforts in order to expedite City processing and approval work. City shall cooperate with Developer, and assist Developer in obtaining any third-party governmental or private party permits, approvals, consents, rights of entry, or encroachment permits, needed for development of the Project or any other on or offsite improvements.
8. **PERIODIC REVIEW**
- 8.1 **Annual Review.** City and Developer shall review all actions taken pursuant to the terms of this Agreement annually during each year of the Term, within thirty (30) days prior to each anniversary of the Effective Date unless the City and Developer agree in writing to conduct the review at another time pursuant to SCCC 17.10.220(a).
- 8.2 **Developer's Submittal.** Within ninety (90) days before each anniversary of the Effective Date, Developer shall submit a letter ("Compliance Letter") to the Director, along with a copy directed to the City Attorney's Office, describing Developer's

compliance with the terms of the Conditions of Approval and this Agreement during the preceding year. The Compliance Letter shall include a statement that the Compliance Letter is submitted to the City pursuant to the requirements of Government Code section 65865.1, this Agreement, and SCCC 17.10.220.

- 8.3 **City's Findings.** Within sixty (60) days after receipt of the Compliance Letter, the Director shall determine whether, for the year under review, Developer has demonstrated good faith substantial compliance with the terms of this Agreement. If the Director finds and determines that Developer has complied substantially with the terms of this Agreement, or does not determine otherwise within sixty (60) days after delivery of the Compliance Letter, the annual review shall be deemed concluded, Developer shall be deemed to have complied in good faith with the terms and conditions of this Agreement during the year under review, and this Agreement shall remain in full force and effect. Upon a determination of compliance, the Director shall, if requested by Developer, issue a recordable certificate confirming Developer's compliance through the year under review. Developer may record the certificate with the Santa Clara County Recorder's Office. If the Director initially determines the Compliance Letter to be inadequate in any respect, he/she shall provide notice to that effect to Developer as provided in SCCC 17.10.220. If, after a duly noticed public hearing thereon, the City Council finds and determines based on substantial evidence that Developer has not complied substantially in good faith with the terms of this Agreement for the year under review, the City Council shall give written notice thereof to Developer specifying the noncompliance and such notice shall serve as a notice of default under Section 9.1. If Developer fails to cure the noncompliance within a reasonable period of time as established by the City Council, the City Council, in its discretion, may (i) grant additional time for compliance by Developer, or (ii) following the hearing described in SCCC 17.10.250, modify this Agreement to the extent necessary to remedy or mitigate the non-compliance, or (iii) terminate this Agreement. Except as affected by the terms hereof, the terms of SCCC 17.10.240(b)(2), and following, shall govern the City's compliance review process. During any review, Developer shall bear the burden of proof to demonstrate good faith compliance with the terms of this Agreement. If the City Council does not hold a hearing and make its determination within one hundred and twenty (120) days after delivery of the Compliance Letter for a given year, then it shall be deemed conclusive that Developer has complied in good faith with the terms and conditions of this Agreement during the period under review.

9. **REIMBURSEMENTS.** The Parties agree that Developer shall not be entitled to any reimbursement for the construction of any private or public improvement required by this Agreement, unless explicitly provided by this Agreement or the Conditions of Approval.

## 10. **DEFAULT AND REMEDIES**

- 10.1 **Default.** Failure by either Party to perform any material term or provision of this Agreement shall constitute a default, provided that the Party alleging the default gave the other Party advance written notice of the default and thirty (30) days to cure the condition, or, if the nature of the default is such that it cannot be cured within thirty (30) days, the Party receiving notice shall not be in default if the Party commences

performance of its obligations within the thirty (30) day period and diligently completes that performance. Written notice shall specify in detail the nature of the obligation to be performed by the Party receiving notice.

- 10.2 **Remedies.** It is acknowledged by the Parties that City and Developer would not have entered into this Agreement if City or Developer were to be liable in damages under, or with respect to, this Agreement or the application thereof. City and Developer shall not be liable in damages to each other, or to any assignee, transferee or any other person, and Developer and City covenant not to sue for or claim damages from the other. Upon Developer's or City's material default, and failure to cure within a reasonable time depending on the nature of the default after demand by the non-defaulting Party, the non-defaulting Party shall institute mediation under Section 27 of this Agreement. If mediation fails to resolve the dispute, each Party shall have the right, in addition to all other rights and remedies available under this Agreement, to (i) bring any proceeding in the nature of specific performance, injunctive relief or mandamus, and/or (ii) bring any action at law or in equity as may be permitted by law or this Agreement. The Parties acknowledge that monetary damages and remedies at law generally are inadequate upon the occurrence of a default. Therefore, specific performance or other extraordinary equitable relief (such as injunction) is an appropriate remedy for the enforcement of this Agreement, other remedies at law being inadequate under all the circumstances pertaining as of the Effective Date of this Agreement and any such equitable remedy shall be available to the Parties.
- 10.3 **Default by Developer/Withholding of Building Permit.** City may, at its discretion, without submitting to mediation, refuse to issue a Building Permit for any structure within the Property, if Developer has materially failed and refused to complete any requirement that is a Condition of Approval, or that is applicable to the Building Permit requested. In addition, where City has determined that Developer is in default as described above, City may also refuse to issue the Developer any permit or entitlement for any structure or property located within the Project. This remedy shall be in addition to any other remedies provided for by this Agreement.

## 11. AMENDMENT OR TERMINATION

- 11.1 **Agreement to Amend or Terminate.** Subject to Section 22 regarding operating memoranda and Section 11.2 regarding future actions and minor changes, City and Developer, by mutual agreement, may terminate or amend the terms of this Agreement, pursuant to Section 24.
- 11.2 **Development Plan.** City and Developer anticipate that the Project will be implemented in accordance with the Approvals, the Development Plan, MMRP, and the Conditions of Approval. The foregoing actions and other necessary or convenient implementation actions shall not require an amendment to this Agreement.
- a. City and Developer understand and acknowledge that changes to the Project, other than minor changes set forth in Paragraph 11.2.b, which would not, in the reasonable discretion of the City, substantially comply with the Approvals,

Development Plan, MMRP, and/or the Conditions of Approval would necessitate subsequent review and approval. Upon the written request of Developer, City may agree to make a substantive amendment or modification to the Development Plan (or any of the individual Approvals or documents comprising the Development Plan) in compliance with procedural provisions of the zoning or other land use ordinances and regulations in effect on the date of application for amendment or modification. The amendment or modification of the Development Plan shall be done pursuant to a Development Agreement Amendment pursuant to Government Code provisions and Sections 11.1 and 25, unless treated as a minor change as described below in Section 11.2.b. The remaining portions of this Agreement shall remain in full force and effect subsequent to the Amendment.

- b. Should the Developer seek an amendment or modification to the Approvals, the Development Plan, the MMRP, or the Conditions of Approval, the Director or his/her designee shall determine: (i) whether the requested amendment or modification is minor when considered in light of the Project as a whole; and (ii) whether the requested amendment or modification is consistent with this Agreement and Applicable Law. If the Director or his/her designee finds in his or her reasonable discretion that the proposed amendment or modification is minor, consistent with this Agreement and Applicable Law, and will result in no new significant impacts, as defined by CEQA, not addressed and mitigated in the EIR, the amendment shall be determined to be a "Minor Change" and shall not be considered an amendment to the applicable Approvals, the Development Plan, the MMRP, or the Conditions of Approval and shall not require a Development Agreement Amendment. Upon the Director's approval, these actions shall become part of the applicable Approvals, the Development Plan, the MMRP, or the Conditions of Approval and this Agreement, and shall be deemed Vested Elements. Without limiting the generality of the foregoing, lot line adjustments, reductions in the density, intensity, scale or scope of the Project, minor alterations in vehicle circulation patterns or vehicle access points, substitutions of comparable landscaping for any landscaping shown on any final development plan or landscape plan, variations in the configuration or location of structures and building heights that do not substantially alter the design concepts of the Project, relocation of the uses such that common space could be moved into various buildings, and the stand alone buildings which had been designated for common space would be used to house office/R&D/commercial uses, so long as total Project square footage, lot coverage and building heights for the Project remain unchanged, variations in the location or installation of utilities and other infrastructure connections or facilities that do not substantially alter the design concepts of the Project, and minor adjustments to the Project Site diagram or Project Site legal description shall be treated as Minor Changes.

- 11.3 **Enforceability of Agreement.** The City and Developer agree that unless this Agreement is amended or terminated pursuant to its terms, this Agreement shall be enforceable by either Party notwithstanding any subsequent change in any applicable General Plan, Redevelopment Plan, Specific Plan, SCCC, Other Regulation or Local Rule adopted by City, with the exceptions listed in this Agreement.

## **12. MORTGAGEE PROTECTION: CERTAIN RIGHTS OF CURE**

- 12.1 **Mortgagee Protection.** This Agreement shall be superior and senior to all liens placed upon the Property or any portion thereof after the date on which this Agreement or a memorandum thereof is recorded, including the lien of any deed of trust or mortgage ("Mortgage"). Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against all persons and entities, including all deed of trust beneficiaries or mortgagees ("Mortgagees") who acquire title to the Property or any portion thereof by foreclosure, trustee's sale, deed in-lieu-of foreclosure, voluntary transfer or otherwise.
- 12.2 **Mortgagee Obligations.** City, upon receipt of a written request from a foreclosing Mortgagee, shall permit the Mortgagee to succeed to the rights and obligations of Developer under this Agreement, provided that all defaults by Developer hereunder that are reasonably susceptible of being cured are cured by the Mortgagee as soon as reasonably possible, provided, however, that in no event shall such Mortgagee personally be liable for any defaults or monetary obligations of Developer arising prior to acquisition of possession of such property by such Mortgagee. The foreclosing Mortgagee shall have the right to find a substitute developer to assume the obligations of Developer, which substitute shall be considered for approval by the City pursuant to Section 13 of this Agreement, but shall not, itself, be required to comply with the provisions of this Agreement prior to acquisition of possession of such property by such Mortgagee.
- 12.3 **Notice of Default to Mortgagee.** If City receives notice from a Mortgagee requesting a copy of any notice of default given to Developer and specifying the address for service thereof, City shall endeavor to deliver to the Mortgagee, concurrently with service thereof to Developer, all notices given to Developer describing all claims by the City that Developer has defaulted hereunder. If City determines that Developer is not in compliance with this Agreement, City also shall endeavor to serve notice of noncompliance on the Mortgagee concurrently with service on Developer. Each Mortgagee shall have the right, but not the obligation, during the same period available to Developer to cure or remedy, or to commence to cure or remedy, the condition of default claimed or the areas of noncompliance set forth in City's notice.

## **13. ASSIGNABILITY**

- 13.1 **Assignment.** Neither Party shall convey, assign or transfer ("Transfer") any of its interests, rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. In no event shall the obligations conferred upon Developer under this Agreement be transferred except through a transfer of all or a portion of the Property. Should Developer transfer any of its interests, rights or obligations under this Agreement, it shall nonetheless remain liable for performance of the obligations for installation of public improvements and payment of fees, unless the transferee executes an Assumption Agreement in a form reasonably acceptable to the City whereby the transferee agrees to be bound by the



relevant terms of the Agreement, including the obligations for installation of public improvements and payment of fees. During the Term, Developer shall provide City with written notice of a request to Transfer any interest in this Agreement forty five (45) days prior to any such contemplated Transfer. Any such request for a Transfer shall be accompanied by quantitative and qualitative information that substantiates, to the City's reasonable satisfaction, that the proposed transferee has the ability, including the financial capability, to fully develop the Project according to the Development Plan and to fulfill the rights and obligations of this Agreement. Within thirty (30) calendar days of such a transfer request, the City Manager shall make a determination, in his or her sole and reasonable discretion, as to whether the Transfer shall be permitted or whether such Transfer necessitates an Amendment to this Agreement, subject to approval by the City Council. Each successor in interest to Developer shall be bound by all of the terms and provisions applicable to the portion of the Property acquired. This Agreement shall be binding upon and inure to the benefit of the Parties' successors, assigns and legal representatives. This Agreement shall be recorded by the City in the Santa Clara County Recorder's Office promptly upon execution by each of the Parties.

- 13.2 **Covenants Run With The Land.** The terms of this Agreement, the PD Zoning and this Development Agreement are legislative in nature, and apply to the Property as regulatory ordinances. All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall run with the land and shall be binding upon the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns, devisees, administrators, representatives, lessees and all other persons or entities acquiring the Property, any lot, parcel or any portion thereof and any interest therein, whether by sale, operation of law or other manner, and shall inure to the benefit of the Parties and their respective successors.
- 13.3 **Pre-Approved Transfers.** The following transfers shall not require approval by the City, and shall automatically, upon the satisfaction of the 45 day notice condition set forth in Section 13.1 above, result in the release of Developer of its obligations hereunder as they may relate specifically to the specific property or asset sold or transferred: (a) sale or lease of the Property in whole or in part including the sale of a non-residential condominium unit to any subsidiary, parent, affiliate, member, partner (including a parent or affiliate of any such member or partner) joint venture, or other entity which controls, is controlled by or is under common control with Developer, prior to the issuance of any Building Permits; (b) sale or lease of one or more buildings located at the Property including the sale of a non-residential condominium unit to any subsidiary, parent, affiliate, member, partner (including a parent or affiliate of any such member or partner) joint venture, or other entity which controls, is controlled by or is under common control with Developer, (c) any successor or successors to Developer by merger, consolidation, non-bankruptcy reorganization or government action, or (d) a loan or mortgage pertaining to the Property. As used in this subsection, "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management or policies, whether through the ownership of voting securities, partnership interest, contracts (other than those that transfer Developer's interest in the property to a third party not specifically identified in this subsection) or otherwise.

- 13.4 **Release Upon Transfer.** Upon the transfer, sale or assignment of Developer's rights and interests hereunder pursuant to the preceding subparagraph of this Agreement, Developer shall be released from the obligations under this Agreement with respect to the specific Property or portion thereof, including but not limited to a non-residential condominium unit transferred, sold or assigned, arising subsequent to the date of City approval of such transfer, sale or assignment; provided, however, that any transferee, purchaser or assignee approved by the City expressly assumes the obligations of Developer under this Agreement. In any event, the transferee, purchaser or assignee shall be subject to all the provisions hereof and shall provide all necessary documents, certifications and other necessary information prior to City approval.
- 13.5 **Transferees Obligations and Rights.** Except as otherwise required by a transferor, the burdens, obligations and duties of such transferor under this Agreement shall apply to any purchaser of any individual non-residential condominium offered for sale, if said transfer complies with the terms of this Agreement. The transferee in a transaction described above and the successors and assigns of such a transferee shall be bound by the terms and obligations of this Agreement, and shall benefit from the vested rights provided by this Agreement for the duration of the Term hereof. Nothing in this Section shall exempt any property transferred to a non-assuming transferee from payment of applicable fees, taxes and assessments or compliance with applicable conditions of approval.
- 13.6 **Foreclosure.** Nothing contained in this Section 13 shall prevent a transfer of the Property, or any portion thereof, to a lender as a result of a foreclosure or deed in lieu of foreclosure, and any lender acquiring the Property, or any portion thereof, as a result of foreclosure or a deed in lieu of foreclosure shall take such Property subject to the rights and obligations of Developer under this Agreement; provided, however, in no event shall such lender be liable for any defaults or monetary obligations of Developer arising prior to acquisition of title to the Property by such lender, and provided further, in no event shall any such lender or its successors or assigns be entitled to a building permit or occupancy certificate until all fees due under this Agreement (relating to the portion of the Property acquired by such lender) have been paid to City.
14. **CONTROLLING LAW.** This Agreement shall be governed by the laws of the State of California, and the exclusive venue for any disputes or legal actions shall be the County of Santa Clara. Developer shall comply with all requirements of State and federal law, in addition to the requirements of this Agreement, including, without limitation, the payment of prevailing wages, if required. In any event, Developer shall pay prevailing wages for all work on off-site public improvements related to the Project.
15. **GENERAL**
- 15.1 **Construction of Agreement.** The language in this Agreement in all cases shall be construed as a whole and in accordance with its fair meaning.
- 15.2 **No Waiver.** No delay or omission by either Party in exercising any right or power accruing upon the other Party's noncompliance or failure to perform under the provisions of this Agreement shall impair or be construed to waive any right or power. A waiver by

either Party of any of the covenants or conditions to be performed by Developer or City shall not be construed as a waiver of any succeeding breach of the same or other covenants and conditions.

- 15.3 **Agreement is Entire Agreement.** This Agreement and all exhibits attached hereto or incorporated herein, together with the Development Plan, MMRP, and the Conditions of Approval, are the sole and entire Agreement between the Parties concerning the Property. The Parties acknowledge and agree that they have not made any representation with respect to the subject matter of this Agreement or any representations inducing the execution and delivery, except representations set forth herein, and each Party acknowledges that it has relied on its own judgment in entering this Agreement. The Parties further acknowledge that all statements or representations that heretofore may have been made by either of them to the other are void and of no effect, and that neither of them has relied thereon in its dealings with the other. To the extent that there is any conflict between the approved Development Plan and this Agreement, the approved Development Plan shall govern the Parties' respective rights and obligations.
- 15.4 **Estoppel Certificate.** Either Party from time to time may deliver written notice to the other Party requesting written certification that, to the knowledge of the certifying Party, (i) this Agreement is in full force and effect and constitutes a binding obligation of the Parties, (ii) this Agreement has not been amended or modified either orally or in writing, or, if it has been amended or modified, specifying the nature of the amendments or modifications, and, (iii) the requesting Party does not have knowledge of default in the performance of its obligations under this Agreement, or if in known default, describing therein the nature and monetary amount, if any, of the default. A Party receiving a request shall execute and return the certificate within thirty (30) days after receipt thereof. The City Manager shall have the right to execute the certificates requested by Developer. At the request of Developer, the certificates provided by City establishing the status of this Agreement with respect to any lot or parcel shall be in recordable form, and Developer shall have the right to record the certificate for the affected portion of the Property at its cost.
- 15.5 **Severability.** Each provision of this Agreement which is adjudged by a court of competent jurisdiction to be invalid, void or illegal shall in no way affect, impair or invalidate any other provisions hereof, and the other provisions shall remain in full force and effect.
- 15.6 **Further Documents.** Each Party shall execute and deliver to the other all other instruments and documents as may be reasonably necessary to carry out this Agreement.
- 15.7 **Time of Essence.** Time is of the essence in the performance of each and every covenant and obligation to be performed by the Parties hereunder.
- 15.8 **Defense and Indemnification Provisions.** Developer, and with respect to the portion of the Property transferred to them, each Developer Transferee, hereby releases and agrees to protect, defend, hold harmless and indemnify City, its City Council, its officers, employees, agents and assigns (the "Indemnified Parties") from and against all claims,

injury, liability, loss, cost and expense or damage, however same may be caused, including all costs and reasonable attorney's fees in providing the defense to any claim arising from the performance or non-performance of this Agreement by Developer provided, however, the foregoing release and indemnity shall not extend to claims arising from the gross negligence or willful misconduct caused solely by one or more of the Indemnified Parties. This provision is intended to be broadly construed and extends to, among other things, any challenge to the validity of this Agreement, environmental review for the Project, entitlements, or anything related to the passage of the Agreement by the City.

- 15.9 **Construction.** This Agreement has been reviewed and revised by legal counsel for both the City and Developer and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

## 16. TERMINATION

- 16.1 **Termination.** This Agreement shall terminate upon the earlier of (i) expiration of the Term, or (ii) when the Property has been fully developed and all of Developer's obligations have been fully satisfied as reasonably determined by City, or (iii) after all appeals have been exhausted before a final court of judgment, or issuance of a final court order directed to the City to set aside, withdraw, or abrogate the City's approval of this Agreement or any material part thereof. Upon termination of this Agreement as to all of the Property, at the request of Developer the City shall record a Notice of Termination for each affected parcel in a form satisfactory to the City Attorney in the Office of the Santa Clara County Recorder.
- 16.2 **Effect Upon Termination on Developer Obligations.** Termination of this Agreement as to the Developer shall not affect any of the Developer's obligations to comply with the City's General Plan, SCCC, Conditions of Approval (including any environmental mitigation measures) or any terms and conditions of any applicable zoning, or subdivision map or other land use entitlement approved with respect to the Project, nor shall it affect any other covenants or development requirements in this Agreement specified to continue after the termination of this Agreement, or obligations to pay assessments, liens, fees or taxes.
- 16.3 **Effect Upon Termination on City.** Upon any termination of this Agreement as to all or a portion of the Property, the Approvals, Development Plan, Conditions of Approval, limitations on fees and all other terms and conditions of this Agreement shall no longer be vested with respect to the Property, or portion thereof, and the City shall no longer be limited by this Agreement, to make any changes or modifications to the Approvals, conditions or fees applicable to the Property or portion thereof.

## 17. NOTICES

- 17.1 **Notices.** Except as otherwise expressly provided herein, all notices and demands pursuant to this Agreement shall be in writing and delivered in person, by commercial

courier or by first-class certified mail, postage prepaid. Except as otherwise expressly provided herein, notices shall be considered delivered when personally served, upon delivery if delivered by commercial courier, or two (2) days after mailing if sent by mail. Notices shall be sent to the addresses below for the respective parties; provided, however, that either Party may change its address for purposes of this Section by giving written notice to the other Party. These addresses may be used for service of process:

City:  
City Clerk  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050

With copy to:  
City Attorney  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050

Developer:  
Vice President of Yahoo! Corporate Real Estate  
701 First Avenue  
Sunnyvale, CA 94089

With copy to:  
Yahoo! Inc.  
701 First Avenue  
Sunnyvale, CA 94089  
Attention: General Counsel

The provisions of this Section shall be deemed directive only and shall not detract from the validity of any notice given in a manner that would be legally effective in the absence of this Section.

18. **DEVELOPER AS INDEPENDENT CONTRACTOR.** Developer is not an agent or employee of City, but is an independent contractor with full rights to manage its employees subject to the requirements of the law. All persons employed or utilized by Developer in connection with this Agreement are employees or contractors of Developer and shall not be considered employees of City in any respect.
19. **PROJECT AS A PRIVATE UNDERTAKING.** It is specifically understood and agreed that the Project is a private development. No partnership, joint venture or other association of any kind between City and Developer is formed by this Agreement.
20. **NONDISCRIMINATION.** Developer shall not discriminate, in any way, against any person on the basis of race, color, national origin, gender, marital status, sexual

orientation, age, creed, religion or disability in connection with or related to the performance of this Agreement.

21. **FORCE MAJEURE.** In addition to any specific provisions of this Agreement, performance of obligations hereunder shall be excused and the term of this Agreement shall be extended during any period of delay caused at any time by reason of: floods, earthquakes, fires or similar catastrophes; wars, riots or similar hostilities; strikes and other labor difficulties beyond the Party's reasonable control; the enactment of new laws or restrictions imposed by other governmental or quasi governmental entities preventing this Agreement from being implemented; or litigation involving this Agreement or the Approvals, which delays any activity contemplated hereunder, unless such action is brought by Developer. City and Developer shall promptly notify the other Party of any delay hereunder as soon as possible after the delay has been, or should have been, known.
22. **OPERATING MEMORANDA.** The provisions of this Agreement require a close degree of cooperation between City and Developer, and refinements and further development of the Project may demonstrate that clarifications with respect to the details of performance of City and Developer or minor revisions to the Project are appropriate. If and when, from time to time, during the term of this Agreement, City and Developer agree that such clarifications or minor modifications are necessary or appropriate, they may effectuate such clarifications through operating memoranda approved by City and Developer, which, after execution, shall be attached hereto. No such operating memoranda shall constitute an Amendment to this Agreement requiring public notice or hearing. The City Attorney shall be authorized in his/her sole discretion to determine whether a requested clarification may be effectuated pursuant to this section or whether the requested clarification is of such a character to require an amendment of the Agreement pursuant to Section 25 hereof. The City Manager may execute any operating memoranda without City Council action.
23. **THIRD PARTIES.** If any person or entity not a party to this Agreement initiates an action at law or in equity to challenge the validity of any provision of this Agreement or the Approvals, the Parties shall reasonably cooperate in defending such action. Developer shall bear its own costs of defense as a real party in interest in any such action, and shall reimburse City for all reasonable costs and attorneys' fees expended by City in defense of any such action or other proceedings.
24. **AMENDMENTS.** No alterations or changes to the terms of this Agreement shall be valid unless made in writing and signed by both Parties, and completed in compliance with the procedures listed in SCCC and/or the Government Code for Development Agreement Amendments.
25. **NO THIRD PARTY BENEFICIARY.** This Agreement shall not be construed or deemed 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 hereunder for any cause whatsoever.

## **26. DISPUTE RESOLUTION**

- 26.1 Any controversies between Developer and City regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.
- 26.2 The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.
- 26.3 The costs of the mediator shall be borne by the Parties equally; however, each Party shall bear its own attorney, consultant, staff and miscellaneous fees and costs.
- 26.4 Mediation under this Section is a condition precedent to filing an action in any court, but it is not a condition precedent to the City's refusal to issue a Building Permit or any other entitlement under Section 5.

## **27. CONSENT**

- 27.1 Consent. Where consent or approval of a Party is required or necessary under this Agreement, the consent or Agreement shall not be unreasonably withheld or delayed.

## **28. COVENANT OF GOOD FAITH AND FAIR DEALING**

- 28.1 Covenant of Good Faith and Fair Dealing. Neither Party to this Agreement shall do anything which shall have the effect of harming or injuring the right of the other Party to receive benefits of this Agreement; each Party shall refrain from doing anything which would render its performance under this Agreement impossible; and, each Party shall do everything which this Agreement contemplates to accomplish the objectives and purpose of this Agreement.

## **29. AUTHORITY TO EXECUTE**

- 29.1 Authority to Execute. The person or persons executing this Agreement on behalf of Developer warrant and represent that they have the authority to execute this Agreement on behalf of Developer, and further represent that they have the authority to bind Developer to the performance of its obligations in this Agreement.


## **30. COUNTERPARTS**


- 30.1 Counterparts. This Agreement may be executed in multiple originals, each of which is deemed an original, and may be signed in Counterparts. The delivery of an executed counterpart of this Agreement by facsimile (including via emailed PDF or equivalent) shall be legal and binding and shall have the same full force and effect as if an original executed counterpart of this Agreement had been delivered. The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following

signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

APPROVED AS TO FORM:

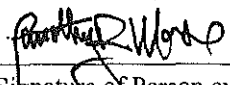
  
Elizabeth H. Silver  
for Interim City Attorney

  
JENNIFER SPARACINO  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

ATTEST:

  
ROD DIRIDON, JR.  
City Clerk

DEVELOPER:  
CORPORATION

By:   
Signature of Person executing the Agreement on behalf of Developer  
Name: Timothy R. Morse  
Title: Chief Financial Officer  
Local Address: 701 First Avenue  
Sunnyvale, CA  
94089  
Telephone (408) 349-3620  
Fax: (408) 349-7938



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a chartered California municipal corporation

APPROVED AS TO FORM:

Elizabeth H. Silver  
Interim City Attorney

ATTEST:

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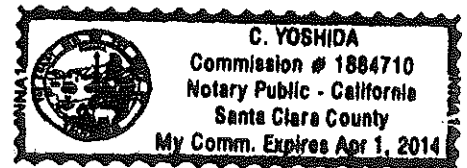
STATE OF CALIFORNIA )  
COUNTY OF SANTA CLARA )

**ACKNOWLEDGMENT**

On June 9, 2010, 2009 before me, C. Yoshida, Notary Public, personally appeared Timothy R. Morse 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 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.

[Signature]  
C. Yoshida, Notary Public



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- 26.1 Any controversies between Developer and City regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.
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California All-Purpose Acknowledgment

STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

} ss

On June 3, 2010, before me, Liza S. Contreras, a Notary Public in and for said County and State, personally appeared Jennifer Sparacino, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

*I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.*

WITNESS my hand and official seal.



A handwritten signature in cursive script, appearing to read 'Liza S. Contreras', written over a horizontal line.

NOTARY PUBLIC, STATE OF CALIFORNIA

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:

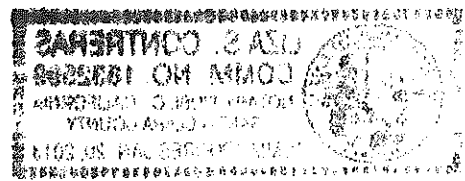
Development Agreement

Yahoo!, Inc.

5010 Old Ironsides Drive

(Including properties on Democracy Way, Old Ironsides Drive, Patrick Henry Drive and Tasman Drive)

Dated: May 25, 2010



**DEVELOPMENT AGREEMENT  
BETWEEN  
THE CITY OF SANTA CLARA,  
a chartered California municipal corporation,  
AND  
YAHOO!, INC.**

**EXHIBIT "PROPDESC"**

**LEGAL DESCRIPTION OF PROPERTY**

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## **LEGAL PROPERTY DESCRIPTION YAHOO! SANTA CLARA**

### **LEGAL DESCRIPTION**

Real Property in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

Parcel 2, as shown on Parcel Map filed August 7, 1978 in Book 424 of Maps, at Page(s) 24, Santa Clara County Records.

Excepting therefrom that portion granted in the Deed to the City of Santa Clara, a California Corporation, recorded September 9, 1987 in Book K287 Page 1136, Official Records, as follows:

Beginning at that certain Point of Intersection of the Southerly line of Tasman Drive (55.00 feet half street) with the common line between Parcel 2 and Parcel 3, as said Southerly line of Tasman Drive and said common line are shown upon said Parcel Map; thence Westerly along said Southerly line of Tasman Drive North 89 deg. 28'06" West 42.75 feet; thence leaving said Southerly line of Tasman Drive and proceeding South 86 deg 28'04" East 42.81 feet to a point on said common line between Parcel 2 and Parcel 3; thence Northerly along said common line North 00 deg 31' 54" East 2.24 feet to the Point of Beginning.

APN: 104-04-142

Property: 3055 Democracy Way, Santa Clara, California

### **LEGAL DESCRIPTION**

Real Property in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

All of Parcel 3, as shown upon that certain Map entitled, "Parcel Map being all of Parcels 41 and 42, as shown on that certain 'Parcel Map' recorded in Book 405 of Maps, at Page 3, Santa Clara County Records and lying within the City of Santa Clara, California" which Map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California on August 7, 1978 in Book 424, of Maps, at Page 24.

Excepting therefrom that portion conveyed to the City of Santa Clara, a Municipal Corporation by Grant Deed recorded September 9, 1987 in Book K287, Page 1123, Official Records, described as follows:

Beginning at that certain point of intersection of the Southerly line of Tasman Drive (55.00 feet the half street) with the Easterly line of said Parcel 3, as said Drive and Parcel are shown upon the Map above referred to, said Easterly line of Parcel 3 also being the Westerly line of Parcel 40, as said line and Parcel 40 are shown upon that certain Parcel Map in Book 405 of Maps, Page 3, Records of Santa Clara County, California; thence proceeding Westerly along said Southerly line of Tasman Drive North 89 deg 28'06" West 200.00 feet to the common line between said

Parcel 3 and Parcel 2, as said Parcels are shown upon the first Parcel Map above referred to: thence proceeding Southerly along said common line, South 00 deg 31' 54" West 2.24 feet; thence South 86 deg 28' 04" East 200.27 feet to said common line between Parcel 3 and Parcel 40; thence Northerly along said common line North 00 deg 31' 54" East 12.72 feet to the Point of Beginning.

APN: 104-04-143

Property: 3005 Democracy Way, Santa Clara, California

#### **LEGAL DESCRIPTION**

Real Property in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

All of Parcel 40, as said Parcel is shown upon that certain Map entitled, "Parcel Map, Being a Resubdivision of Parcels 22 and 23 on Parcel Map Recorded in Book 386 of Maps at Pages 4 and 5, Santa Clara County Records, City of Santa Clara, Santa Clara County, California", which Map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California on September 29, 1977 in Book 405 of Maps at Page 3.

Excepting therefrom that portion thereof conveyed to the City of Santa Clara, a Municipal corporation by that certain Grant Deed recorded January 26, 1988 in Book K428, Page 465, Official Records.

Also excepting therefrom that portion thereof conveyed to the Santa Clara County Transit District by that certain Grant Deed recorded May 8, 1998 as Instrument No. 14176548, Official Records.

APN: 104-04-151

Property: 2945 Tasman Drive, Santa Clara, California

#### **LEGAL DESCRIPTION**

Real Property in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

All of Parcel 7, as shown upon that certain Map entitled, "Parcel Map being a subdivision of all of Parcel 3, 368 PM 31, 32, 33 and a portion of the lands formerly of Fespar Enterprises, Inc., described in Parcel One of 0426 O.R. 659", which Map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California, on March 12, 1976 in Book 368 of Maps, at Pages 36 and 37.

APN: 104-04-064

Property: 4850 Old Ironsides Drive, Santa Clara, California



**LEGAL DESCRIPTION**

Real Property in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

All of Parcel 8, as shown upon that certain Map entitled, "Parcel Map being a subdivision of all of Parcel 3, 368 PM 31, 32, 33 and a portion of the lands formerly of Fespar Enterprises, Inc., described in Parcel One of 0426 O.R. 659", which Map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California, on March 12, 1976 in Book 368 of Maps, at Pages 36 and 37.

APN: 104-04-065

Property: 4900 Old Ironsides Drive, Santa Clara, California

**LEGAL DESCRIPTION**

Real Property in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

All of Parcel 35, as shown on that certain Map entitled, "Parcel Map being a Resubdivision of Parcel 6 as shown on Parcel Map 3399 recorded in Book 368 of Maps at Pages 36 and 37 and also being a Resubdivision of Parcels 26, 30 and 31 as shown on Parcel Map recorded in Book 386 of Maps at Pages 4 and 5, Santa Clara County Records", which Map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California on January 25, 1977 in Book 387 of Maps, at Page 44.

APN: 104-04-111

Property: 4805 Patrick Henry Drive, Santa Clara, California

**LEGAL DESCRIPTION**

Real Property in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

All of Parcel 37, as shown on that certain Map entitled, "Parcel Map being a Resubdivision of Parcel 6 as shown on Parcel Map 3399 recorded in Book 368 of Maps at Pages 36 and 37 and also being a Resubdivision of Parcels 26, 30 and 31 as shown on Parcel Map recorded in Book 386 of Maps at Pages 4 and 5, Santa Clara County Records", which Map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California on January 25, 1977 in Book 387 of Maps, at Page 44.

APN: 104-04-112

Property: 4855 Patrick Henry Drive, Santa Clara, California

**LEGAL DESCRIPTION**

Real Property in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

All of Parcel 36, as shown on that certain Map entitled, "Parcel Map being a Resubdivision of Parcel 6 as shown on Parcel Map 3399 recorded in Book 368 of Maps at Pages 36 and 37 and also being a Resubdivision of Parcels 26, 30 and 31 as shown on Parcel Map recorded in Book 386 of Maps at Pages 4 and 5, Santa Clara County Records", which Map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California on January 25, 1977 in Book 387 of Maps, at Page 44.

APN: 104-04-113

Property: 3050 Democracy Way, Santa Clara, California

**LEGAL DESCRIPTION**

Real Property in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

All Parcel 1, as shown upon that certain Map entitled, "Parcel Map being all of Parcel 41 and 42, as shown on that certain Parcel Map, recorded in book 405 of Maps at Page 3, Santa Clara County Records", which Map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California on August 7, 1978 in Book 424 of Maps, at Page 24.

Excepting therefrom that portion described in the Deed to the Santa Clara County Transit District recorded May 15, 1998 as Instrument No. 14185766, as follows:

All that certain property situated in the City of Santa Clara, County of Santa Clara, State of California, and being a portion of Parcel 1 as shown on that certain Parcel Map filed in Book 424 of Maps, Page 24, Records of Santa Clara County, California and more particularly described as follows:

Beginning at the point of intersection of the centerlines of Tasman Drive and Patrick Henry Drives as said Drives are shown on said Parcel Map, thence Easterly along the centerline of said Tasman Drive South 82 deg. 00' 43" East 159.80 feet to a curve; thence continuing Easterly along said centerline of Tasman Drive along said curve concave Northerly with a radius of 2864.84 feet through a central angle of 1 deg. 31' 41" and an arc length of 76.41 feet; thence South 6 deg. 27' 35" West 55.00 feet to the Southerly line of Tasman Drive and to the True Point of Beginning of this description; thence North 88 deg. 21' 09" West 32.18 feet; thence South 7 deg. 09' 18" West 3.43 feet; thence from a tangent bearing of North 82 deg. 56' 21" West along a curve concave Northerly with a radius of 3049.34 feet through a central angle of 0 deg. 56' 35" and an arc length of 50.19 feet; thence North 7 deg. 54' 36" East 3.00 feet; thence Westerly

along a line parallel with the Southerly line of Tasman Drive North 82 deg. 00' 43" West 65.02 feet to a curve; thence leaving said parallel line and proceeding Southwesterly along said curve concave Southeasterly with a radius of 50.00 feet through a central angle of 63 deg. 26' 29" and an arc length of 55.36 feet; thence North 51 deg. 02' 20" West 1.32 feet to the Easterly line of Patrick Henry Drive; thence Northeasterly along said Easterly line from a tangent bearing of North 31 deg. 10' 39" East along a curve concave Southeasterly with a radius of 50.00 feet through a central angle of 66 deg. 48' 38" and an arc length of 58.3 feet to the Southerly line of Tasman Drive; thence continuing Easterly along said Southerly line South 82 deg. 00' 43" East 69.18 feet to a curve; thence continuing along said Southerly line of Tasman Drive from a tangent bearing of South 82 deg. 00' 44" East along a curve concave Northerly with a radius of 2919.84 feet through a central angle of 1 deg. 31' 41" and an arc length of 77.87 feet to the True Point of Beginning.

Containing 728 square feet of land, more or less.

This Description was based on record information, see Parcel Map filed in Book 424 of Maps, Page 24, Records of Santa Clara County, California. The bearing were rotated to conform with Tasman Corridor Aerial Control Survey on file in the Office of Transportation Agency of Santa Clara County, California.

The distances on this description are grid distances per the California Coordinate System Zone III (NAD83). To obtain ground level distances, multiply these distances by 1.00005417.

APN: 104-04-150

Property: 4995 Patrick Henry Drive, Santa Clara, California

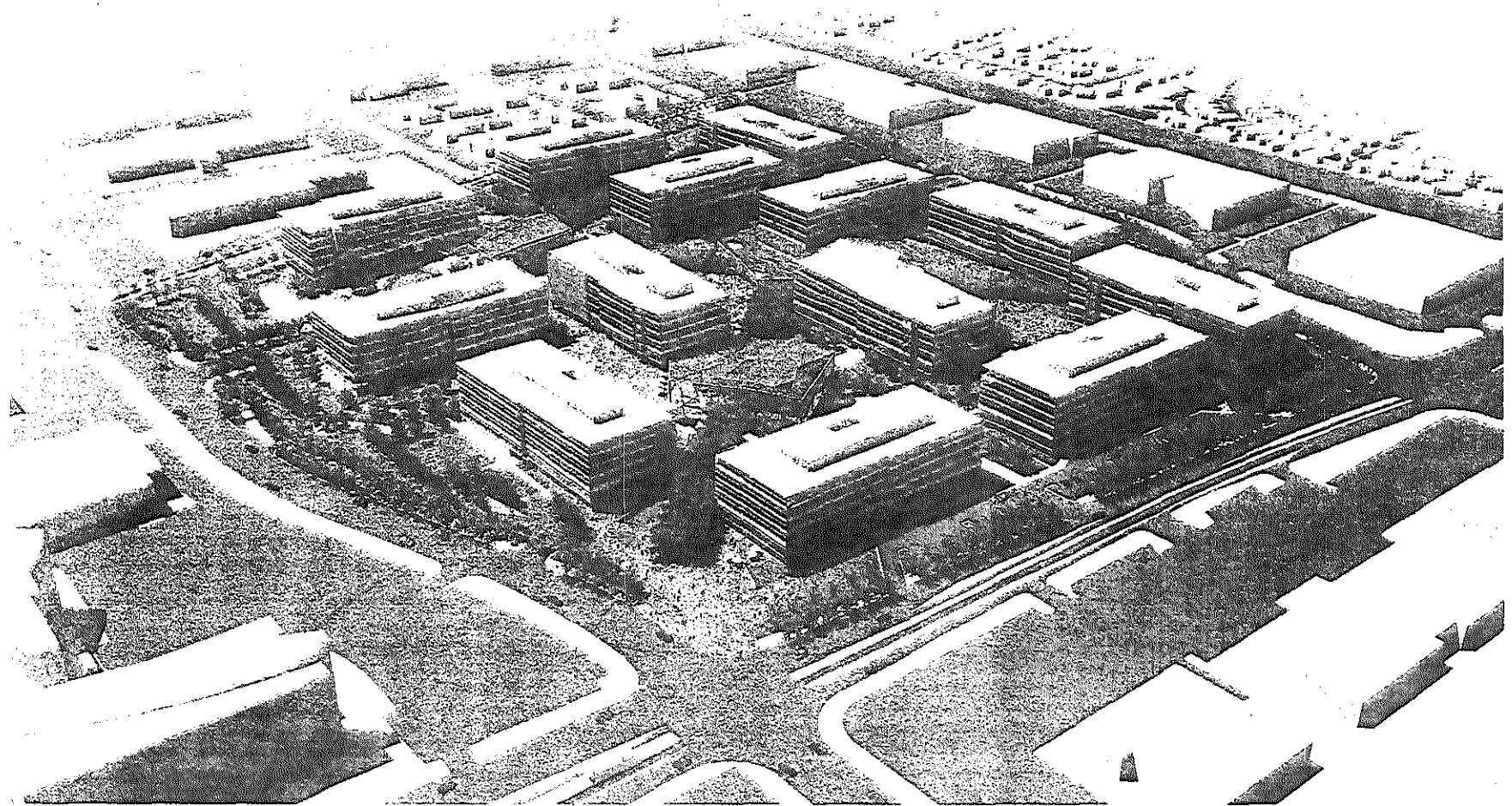
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**DEVELOPMENT AGREEMENT  
BETWEEN  
THE CITY OF SANTA CLARA,  
a chartered California municipal corporation,  
AND  
YAHOO!, INC.**

**EXHIBIT "PLANS"**

**(DEVELOPMENT PLAN)**

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RECEIVED

JAN 08 2010

City of Santa Clara  
Planning Division

YAHOO!

SANTA CLARA, CA

ENTITLEMENTS FINAL APPLICATION

14 AUGUST 2009



100

[illegible]

PROJECT OVERVIEW

PROJECT NAME: **Green Valley Community Center**  
 LOCATION: **1234 Main Street, Suite 500, Springfield, IL 62760**  
 CLIENT: **Green Valley Community Foundation**  
 PROJECT TYPE: **Community Center / Multi-Use Facility**  
 PROJECT STATUS: **Design Phase**  
 PROJECT START DATE: **2023-01-15**  
 PROJECT END DATE: **2023-12-31**  
 PROJECT MANAGER: **J. Doe**  
 PROJECT TEAM: **Architect: J. Doe, Engineer: A. Smith, Designer: B. White**  
 PROJECT BUDGET: **\$1,200,000**  
 PROJECT RISK: **Low**  
 PROJECT NOTES: **Initial site visit completed. All permits in progress. Client meeting scheduled for next week.**

SUSTAINABLE STRATEGIES

**LEED Certification:** LEED Gold  
**Energy Efficiency:** High-efficiency HVAC system, LED lighting, solar panels.  
**Water Conservation:** Low-flow faucets, dual-flush toilets, rainwater harvesting system.  
**Material Selection:** Recycled materials, locally sourced materials, low-VOC paints.  
**Indoor Air Quality:** High-quality ventilation system, low-VOC materials.  
**Site Sustainability:** Native plant landscaping, permeable paving, green roof.  
**Community Engagement:** Open house, public consultation, community advisory board.

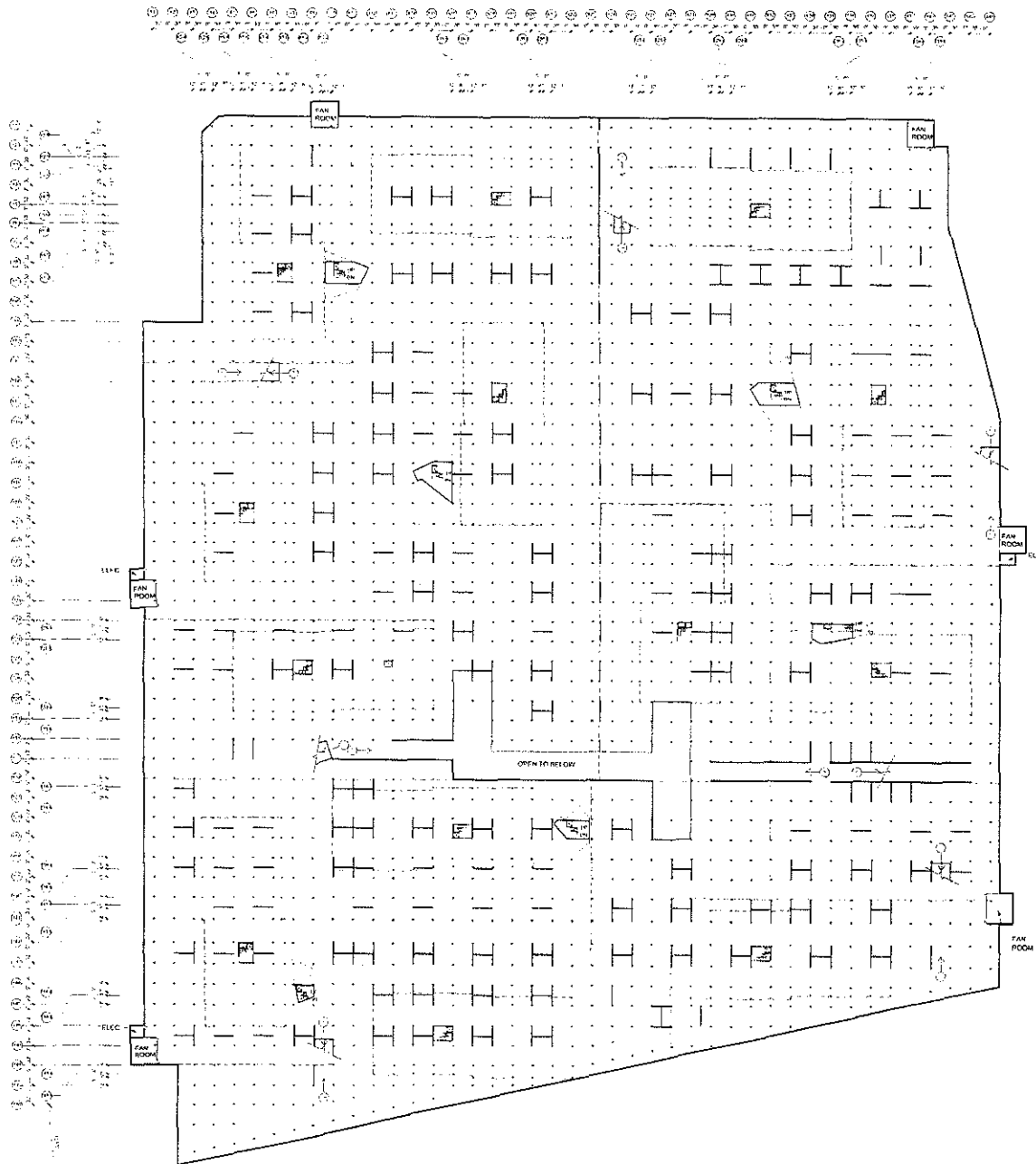
SQUARE FOOTAGE BY BUILDING

BLDG NAME	DESCRIPTION	NO. ROOMS	AVERAGE FLOOR AREA	GROSS FLOOR AREA
1	CAMPUS A	10	1200 sq ft	12000 sq ft
2	CAMPUS B	8	1500 sq ft	12000 sq ft
3	CAMPUS C	6	1800 sq ft	10800 sq ft
4	CAMPUS D	4	2000 sq ft	8000 sq ft
5	CAMPUS E	2	2500 sq ft	5000 sq ft
6	CAMPUS F	1	3000 sq ft	3000 sq ft
7	CAMPUS G	1	3500 sq ft	3500 sq ft
8	CAMPUS H	1	4000 sq ft	4000 sq ft
9	CAMPUS I	1	4500 sq ft	4500 sq ft
10	CAMPUS J	1	5000 sq ft	5000 sq ft
11	CAMPUS K	1	5500 sq ft	5500 sq ft
12	CAMPUS L	1	6000 sq ft	6000 sq ft
13	CAMPUS M	1	6500 sq ft	6500 sq ft
14	CAMPUS N	1	7000 sq ft	7000 sq ft
15	CAMPUS O	1	7500 sq ft	7500 sq ft
16	CAMPUS P	1	8000 sq ft	8000 sq ft
17	CAMPUS Q	1	8500 sq ft	8500 sq ft
18	CAMPUS R	1	9000 sq ft	9000 sq ft
19	CAMPUS S	1	9500 sq ft	9500 sq ft
20	CAMPUS T	1	10000 sq ft	10000 sq ft
21	CAMPUS U	1	10500 sq ft	10500 sq ft
22	CAMPUS V	1	11000 sq ft	11000 sq ft
23	CAMPUS W	1	11500 sq ft	11500 sq ft
24	CAMPUS X	1	12000 sq ft	12000 sq ft
25	CAMPUS Y	1	12500 sq ft	12500 sq ft
26	CAMPUS Z	1	13000 sq ft	13000 sq ft
27	CAMPUS AA	1	13500 sq ft	13500 sq ft
28	CAMPUS AB	1	14000 sq ft	14000 sq ft
29	CAMPUS AC	1	14500 sq ft	14500 sq ft
30	CAMPUS AD	1	15000 sq ft	15000 sq ft
31	CAMPUS AE	1	15500 sq ft	15500 sq ft
32	CAMPUS AF	1	16000 sq ft	16000 sq ft
33	CAMPUS AG	1	16500 sq ft	16500 sq ft
34	CAMPUS AH	1	17000 sq ft	17000 sq ft
35	CAMPUS AI	1	17500 sq ft	17500 sq ft
36	CAMPUS AJ	1	18000 sq ft	18000 sq ft
37	CAMPUS AK	1	18500 sq ft	18500 sq ft
38	CAMPUS AL	1	19000 sq ft	19000 sq ft
39	CAMPUS AM	1	19500 sq ft	19500 sq ft
40	CAMPUS AN	1	20000 sq ft	20000 sq ft
41	CAMPUS AO	1	20500 sq ft	20500 sq ft
42	CAMPUS AP	1	21000 sq ft	21000 sq ft
43	CAMPUS AQ	1	21500 sq ft	21500 sq ft
44	CAMPUS AR	1	22000 sq ft	22000 sq ft
45	CAMPUS AS	1	22500 sq ft	22500 sq ft
46	CAMPUS AT	1	23000 sq ft	23000 sq ft
47	CAMPUS AU	1	23500 sq ft	23500 sq ft
48	CAMPUS AV	1	24000 sq ft	24000 sq ft
49	CAMPUS AW	1	24500 sq ft	24500 sq ft
50	CAMPUS AX	1	25000 sq ft	25000 sq ft
51	CAMPUS AY	1	25500 sq ft	25500 sq ft
52	CAMPUS AZ	1	26000 sq ft	26000 sq ft
53	CAMPUS BA	1	26500 sq ft	26500 sq ft
54	CAMPUS BB	1	27000 sq ft	27000 sq ft
55	CAMPUS BC	1	27500 sq ft	27500 sq ft
56	CAMPUS BD	1	28000 sq ft	28000 sq ft
57	CAMPUS BE	1	28500 sq ft	28500 sq ft
58	CAMPUS BF	1	29000 sq ft	29000 sq ft
59	CAMPUS BG	1	29500 sq ft	29500 sq ft
60	CAMPUS BH	1	30000 sq ft	30000 sq ft
61	CAMPUS BI	1	30500 sq ft	30500 sq ft
62	CAMPUS BJ	1	31000 sq ft	31000 sq ft
63	CAMPUS			

[illegible][illegible]

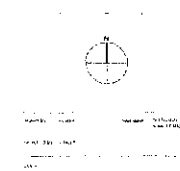


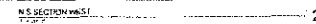
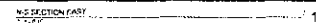
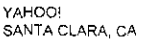


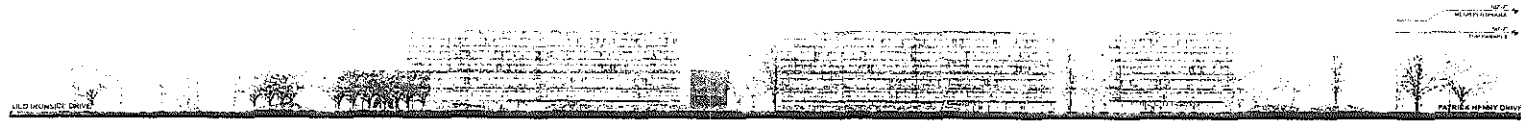


PARKING DATA BY CAMPUS					
CAMPUS	AREA	NO. OF SPACES	NO. OF STALLS	NO. OF MOTORCYCLES	NO. OF BIKES
CAMPUS A	100,000 SQ. FT.	1,000	1,000	1,000	1,000
CAMPUS B	100,000 SQ. FT.	1,000	1,000	1,000	1,000
CAMPUS C	100,000 SQ. FT.	1,000	1,000	1,000	1,000
CAMPUS D	100,000 SQ. FT.	1,000	1,000	1,000	1,000
CAMPUS E	100,000 SQ. FT.	1,000	1,000	1,000	1,000
CAMPUS F	100,000 SQ. FT.	1,000	1,000	1,000	1,000
CAMPUS G	100,000 SQ. FT.	1,000	1,000	1,000	1,000
CAMPUS H	100,000 SQ. FT.	1,000	1,000	1,000	1,000
CAMPUS I	100,000 SQ. FT.	1,000	1,000	1,000	1,000
CAMPUS J	100,000 SQ. FT.	1,000	1,000	1,000	1,000

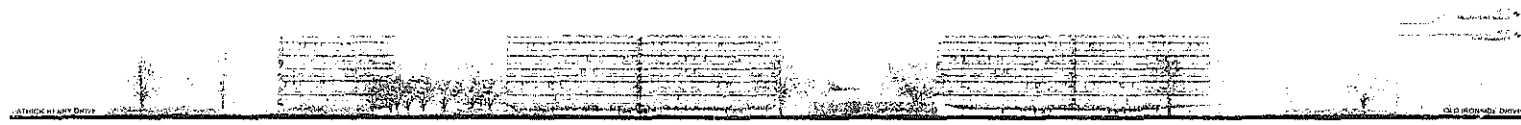
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SANTA CLARA CA



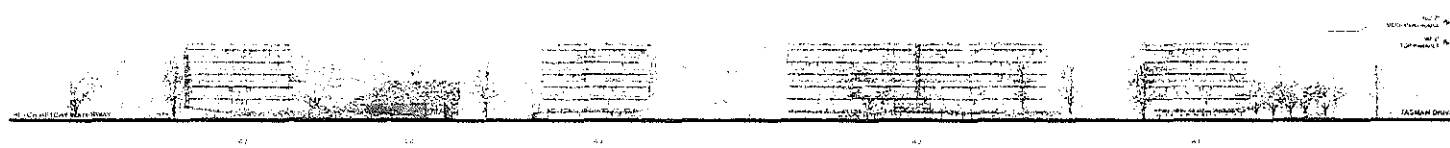
ENLARGED SITE  
SECTIONS 02



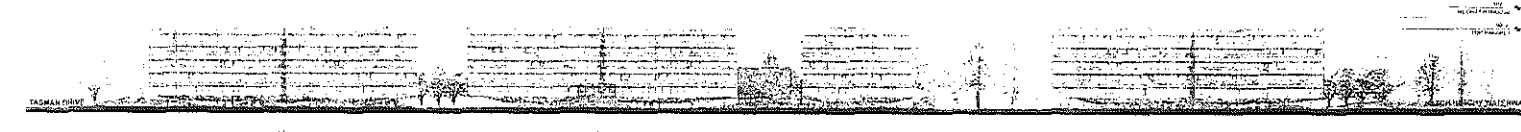
SITE ELEVATION NORTH 1




SITE ELEVATION SOUTH 2



SITE ELEVATION EAST 3



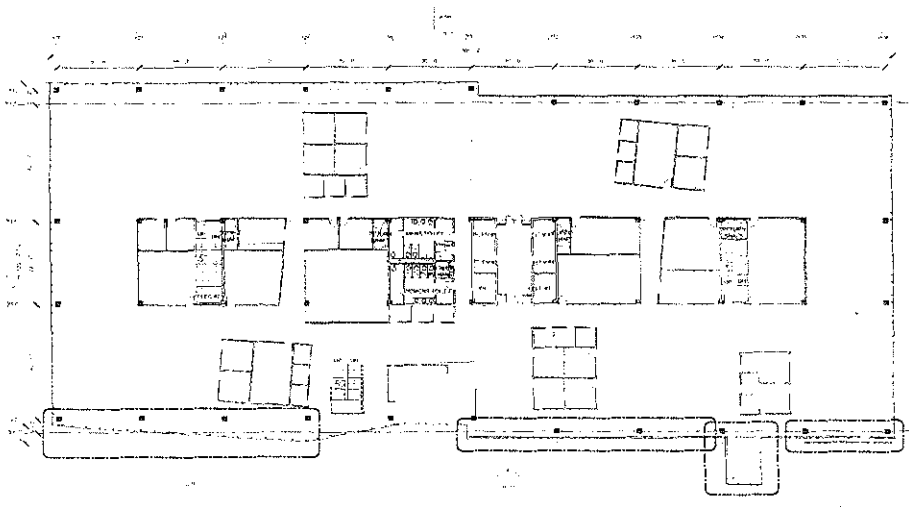
SITE ELEVATION WEST 4

  
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 SANTA CLARA, CA  
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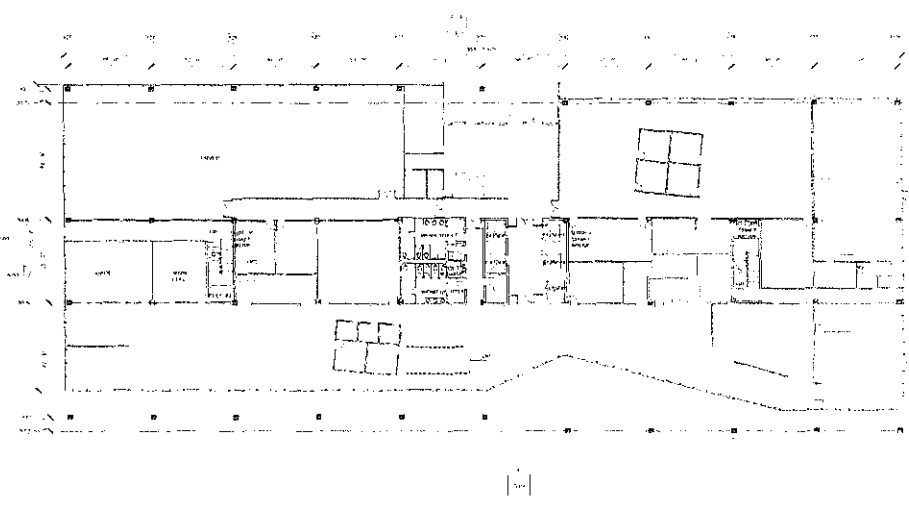
YAHOO!  
 SANTA CLARA, CA

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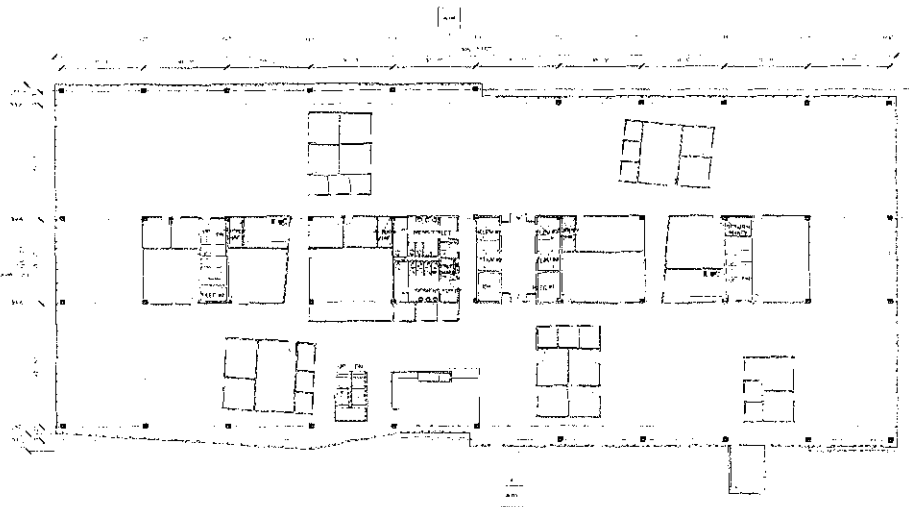
FLOOR 3 PARTITION PLAN

3



FLOOR 1 PARTITION PLAN

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FLOOR 4 PARTITION PLAN

4



FLOOR 2 PARTITION PLAN

2

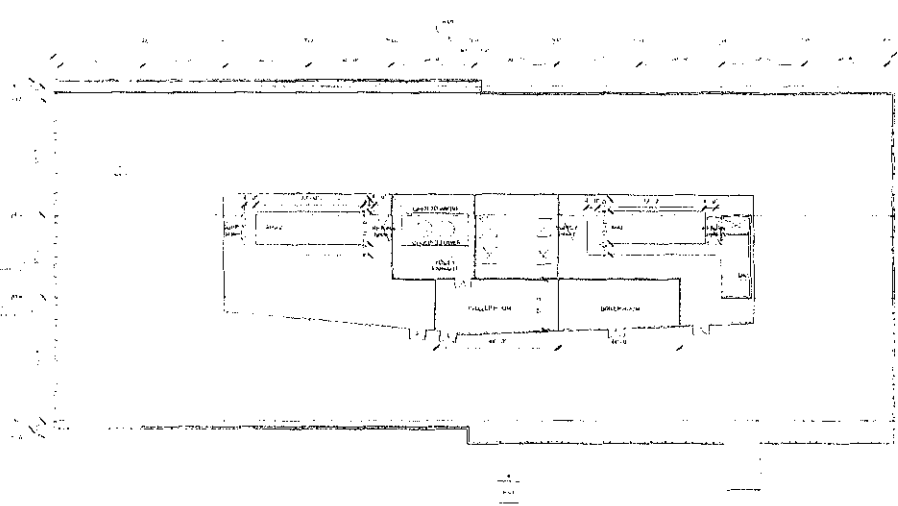


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 SANTA CLARA, CA

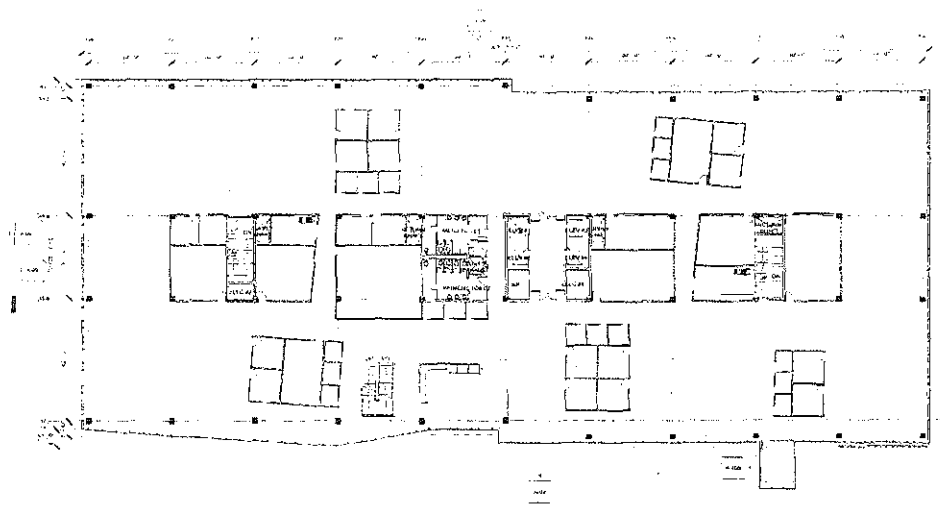
Prepared for: Yahoo! Inc.  
 Prepared by: RMA Architecture & Design

Project No.: 02-000000-0000-0000-0000

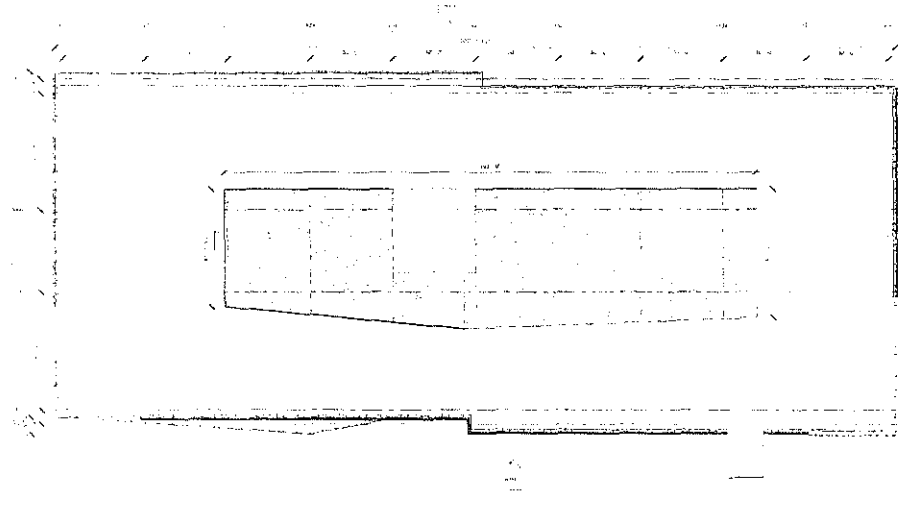
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Checker	RM/000000	02
Engineer	RM/000000	03
Architect	RM/000000	04
Interior Designer	RM/000000	05
MEP Engineer	RM/000000	06
Structural Engineer	RM/000000	07
Cost Estimator	RM/000000	08
Project Manager	RM/000000	09
Client Representative	RM/000000	10



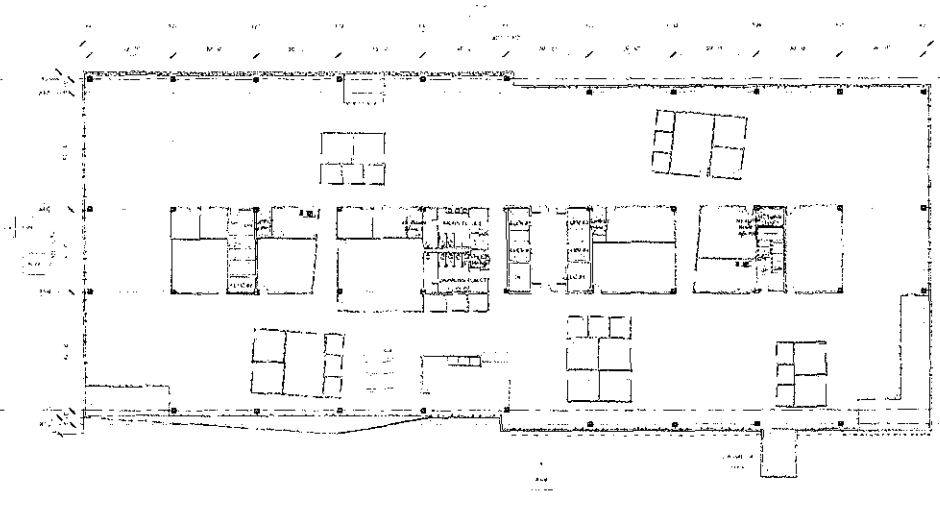
FLOOR 3  
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FLOOR 1  
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FLOOR 2  
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FLOOR 4  
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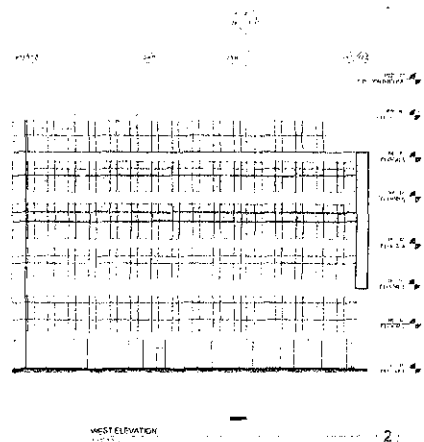
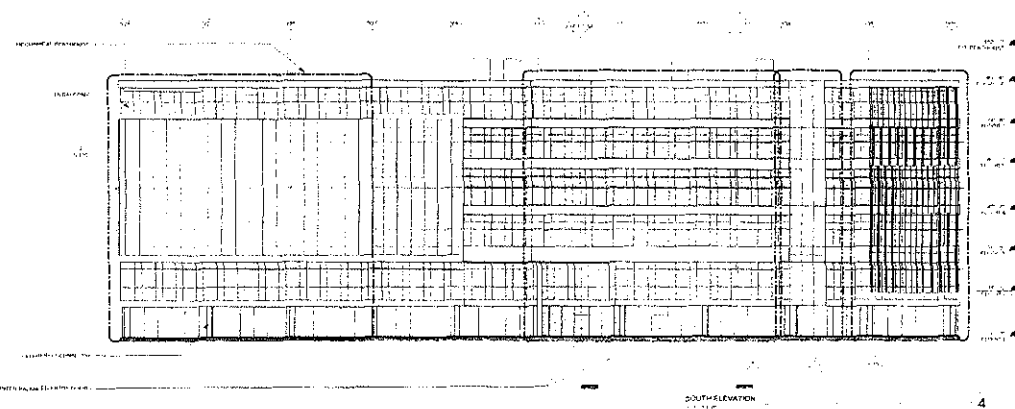
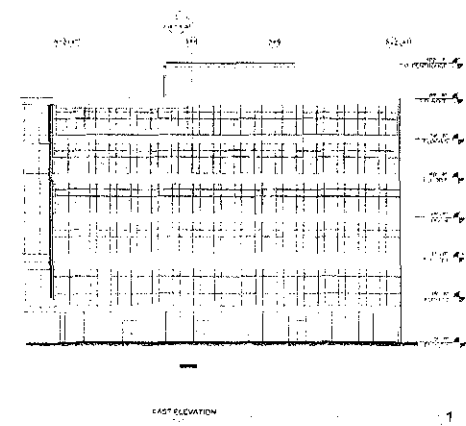
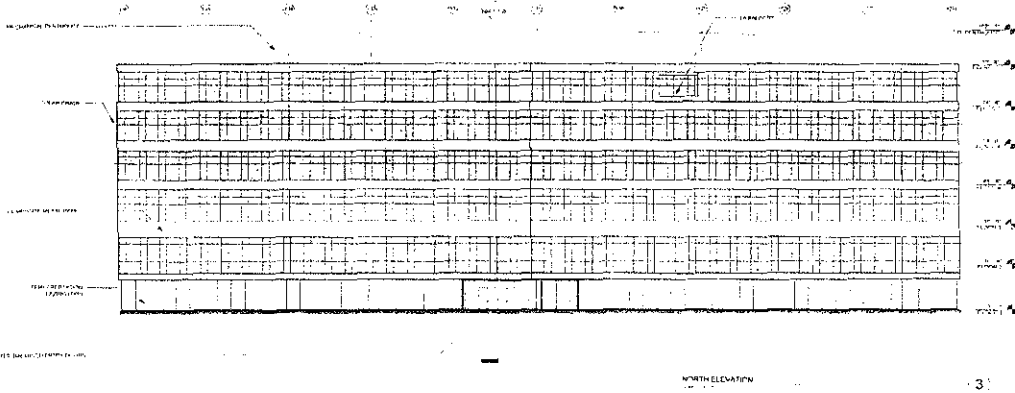
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Architect	RM/000000	04
Interior Designer	RM/000000	05
MEP Engineer	RM/000000	06
Structural Engineer	RM/000000	07
Cost Estimator	RM/000000	08
Project Manager	RM/000000	09
Client Representative	RM/000000	10

TYPICAL OFFICE  
 BUILDING PLANS 02



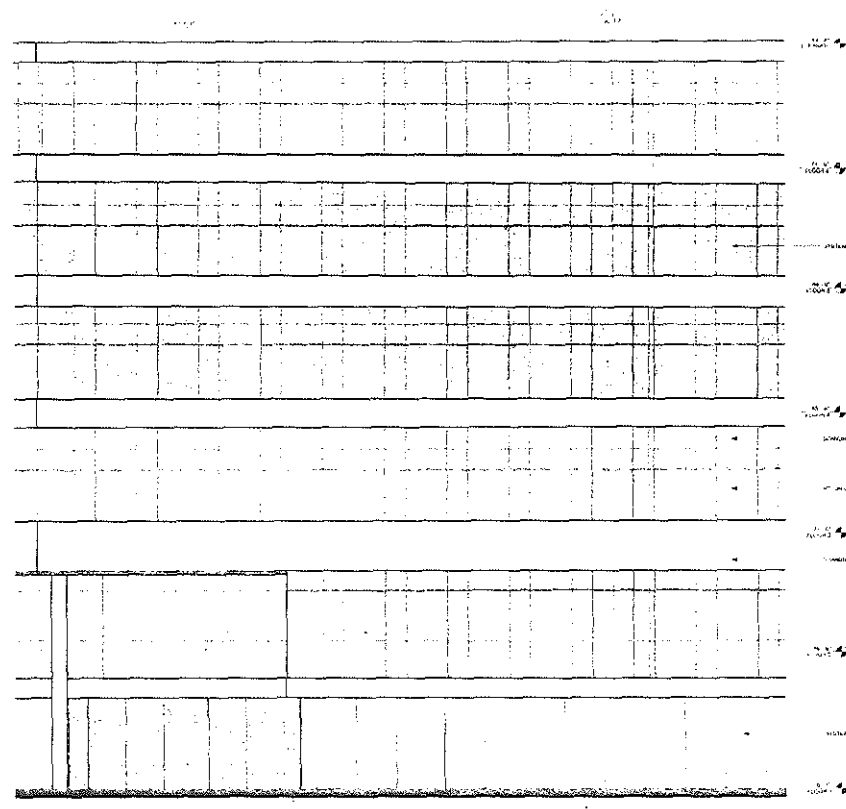
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ARCHITECTURAL  
FLOOR PLAN  
BUILDING  
ELEVATIONS



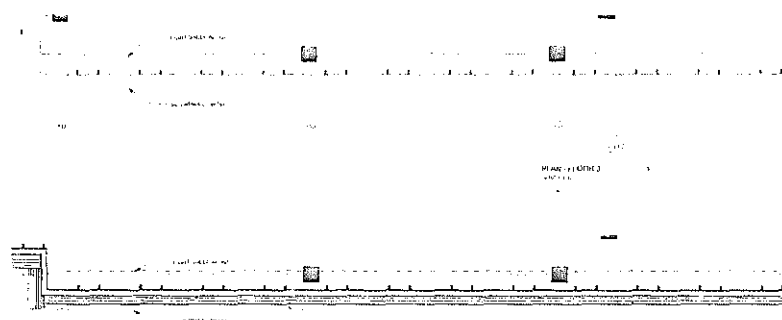
TYPICAL OFFICE  
BUILDING  
ELEVATIONS





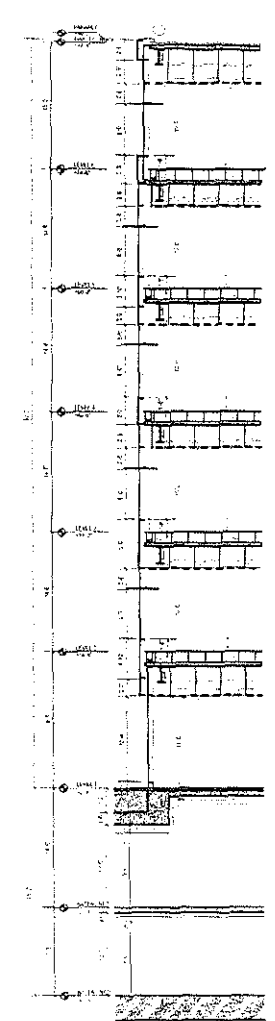
ENLARGED TYPICAL CHASSIS WALL SECTION

1/2" = 1'-0"



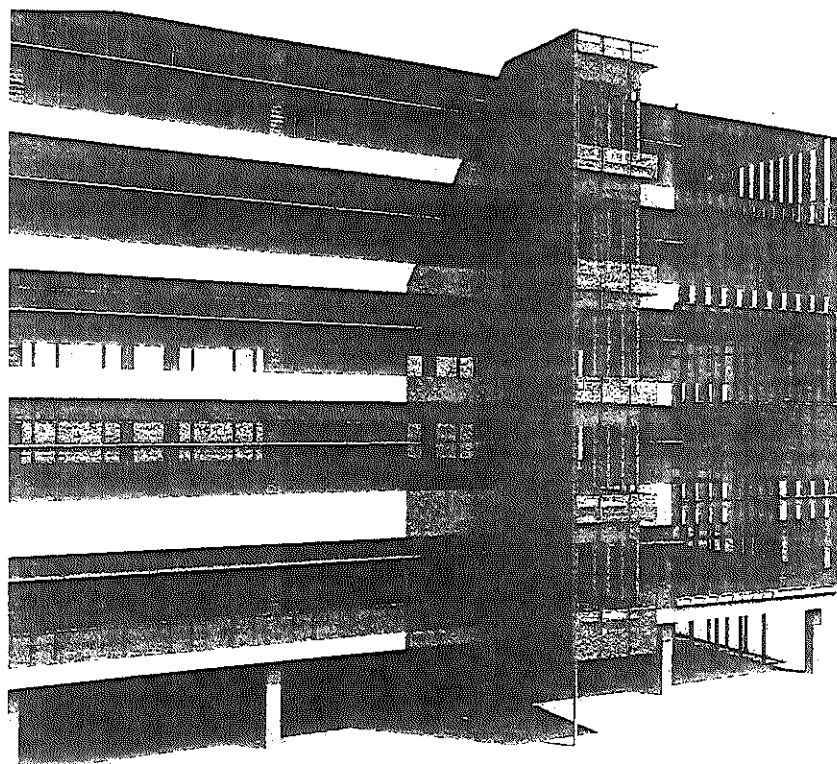
PLAN - FLOOR 1

1/4" = 1'-0"



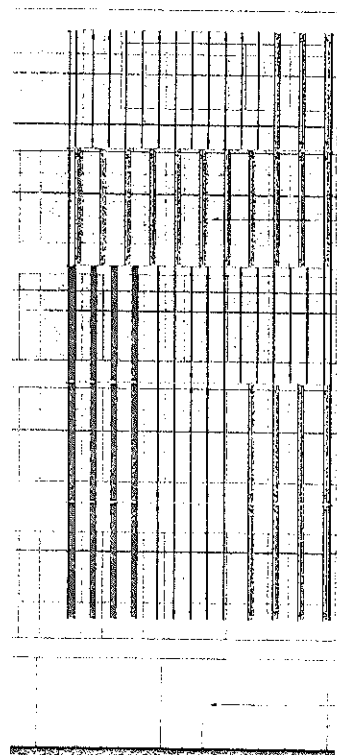
TYPICAL CHASSIS SECTION

1/2" = 1'-0"



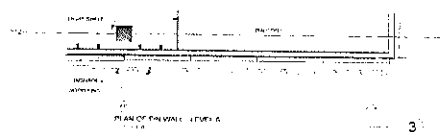
RENDERED WOOD FIN WALL  
1/8" = 1'-0"

6



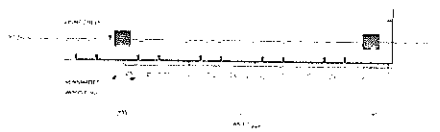
CHARRED FIN WALL ELEVATION  
1/8" = 1'-0"

2



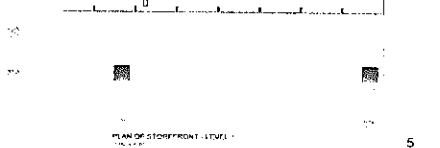
PLAN OF FIN WALL - LEVEL 6  
1/8" = 1'-0"

3



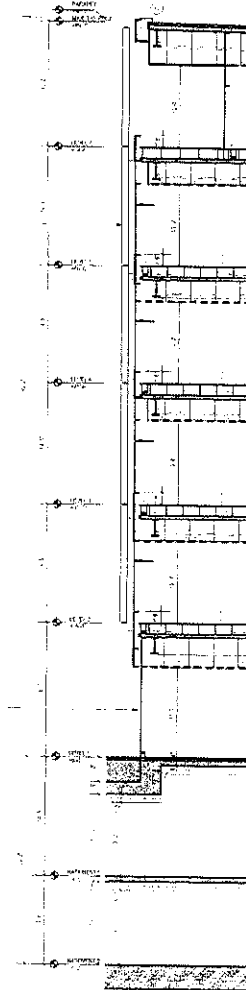
PLAN OF FIN WALL - LEVEL 3  
1/8" = 1'-0"

4



PLAN OF STOREFRONT - LEVEL 1  
1/8" = 1'-0"

5



FIN WALL SECTION  
1/8" = 1'-0"

1

ARCHITECT  
SCHUBERT & ASSOCIATES  
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ARCHITECT

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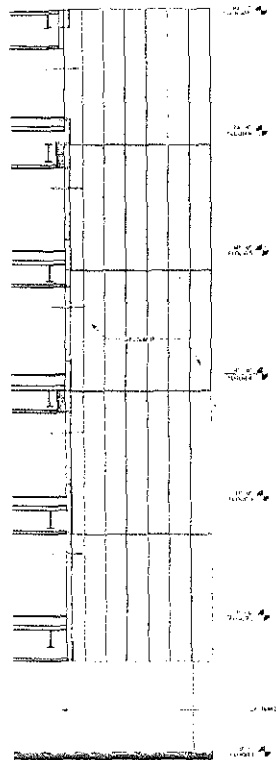
ARCHITECT

ARCHITECT

ARCHITECT

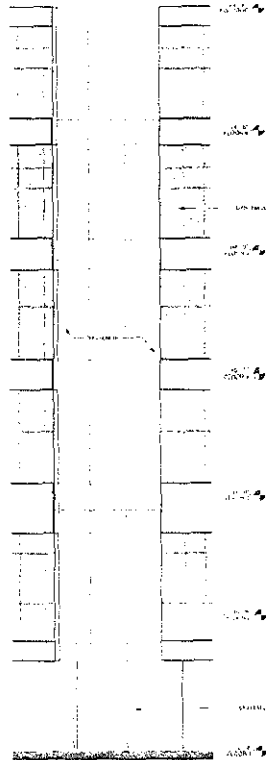
ENLARGED TYPICAL  
FIN WALL

A.10A



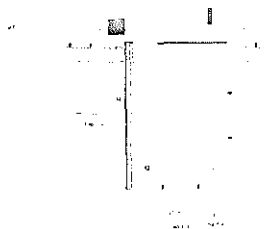
PROJECTED CONFERENCE ROOM ELEVATION  
SCALE: 1/8" = 1'-0"

4



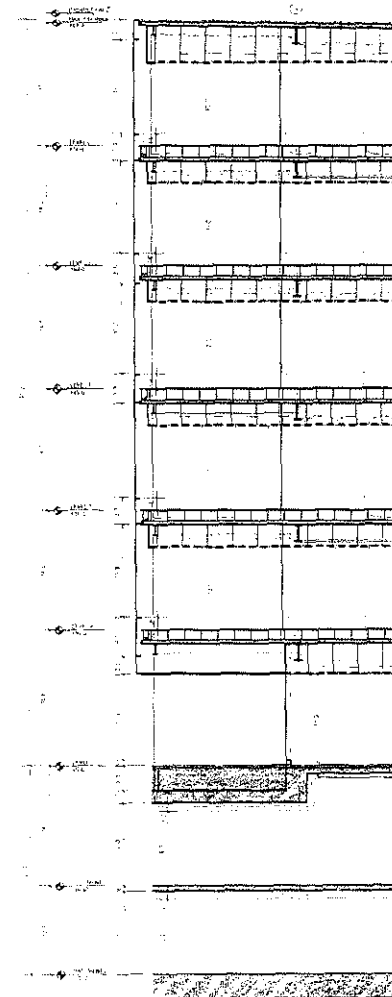
PROJECTED CONFERENCE ROOM ELEVATION  
SCALE: 1/8" = 1'-0"

2



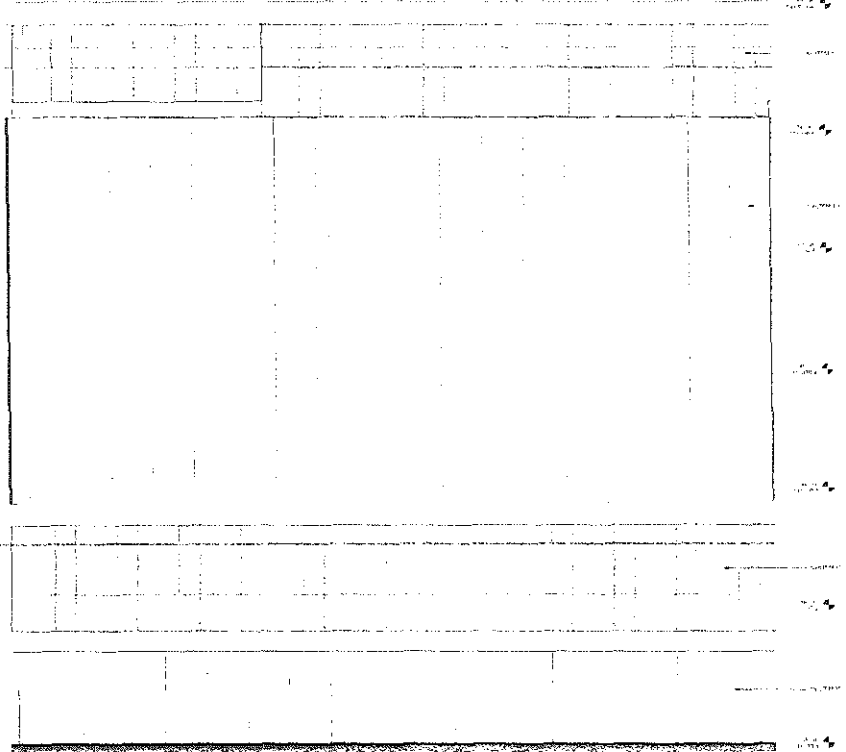
PLAN OF PROJECTED CONFERENCE ROOM  
SCALE: 1/8" = 1'-0"

3

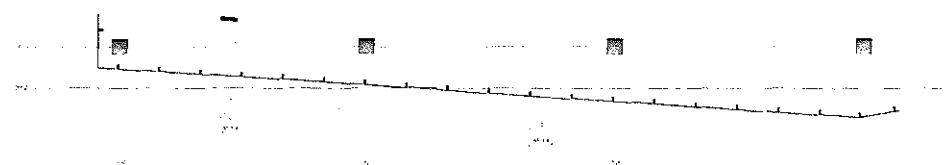


PROJECTED CONFERENCE ROOM SECTION  
SCALE: 1/8" = 1'-0"

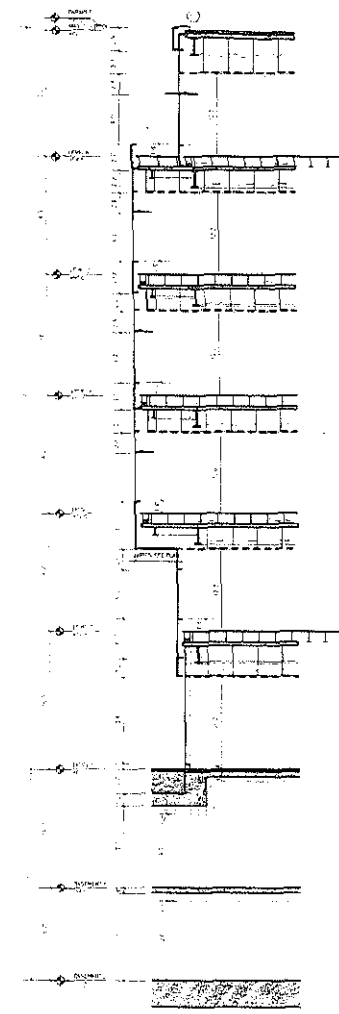
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CURTAIN WALL PROJECTION ELEVATION 2



PLAN OF CURTAIN WALL PROJECTION 3



CURTAIN WALL SECTION 4

YAHOO! SANTA CLARA CA  
 4000 AVENUE OF LEAVES  
 SANTA CLARA, CA 95051  
 TEL: 415.731.4400  
 FAX: 415.731.4401  
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ENLARGED CURTAIN  
 WALL PROJECTION



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Overall Project Information

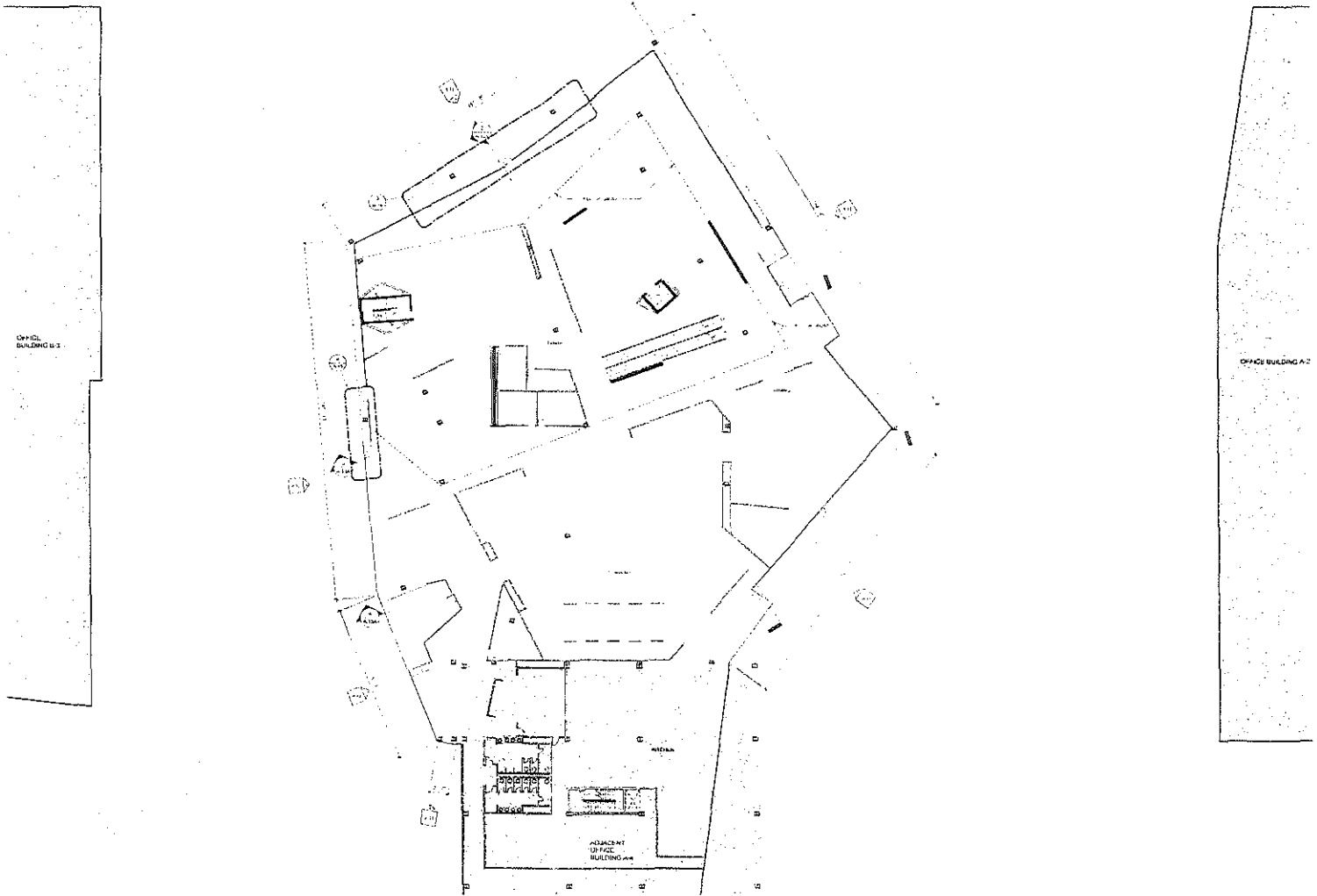
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Overall Project Information  
 Overall Project Information  
 Overall Project Information

OVERALL FLOOR  
 PLANS BLDG  
 AC-CAFETERIA

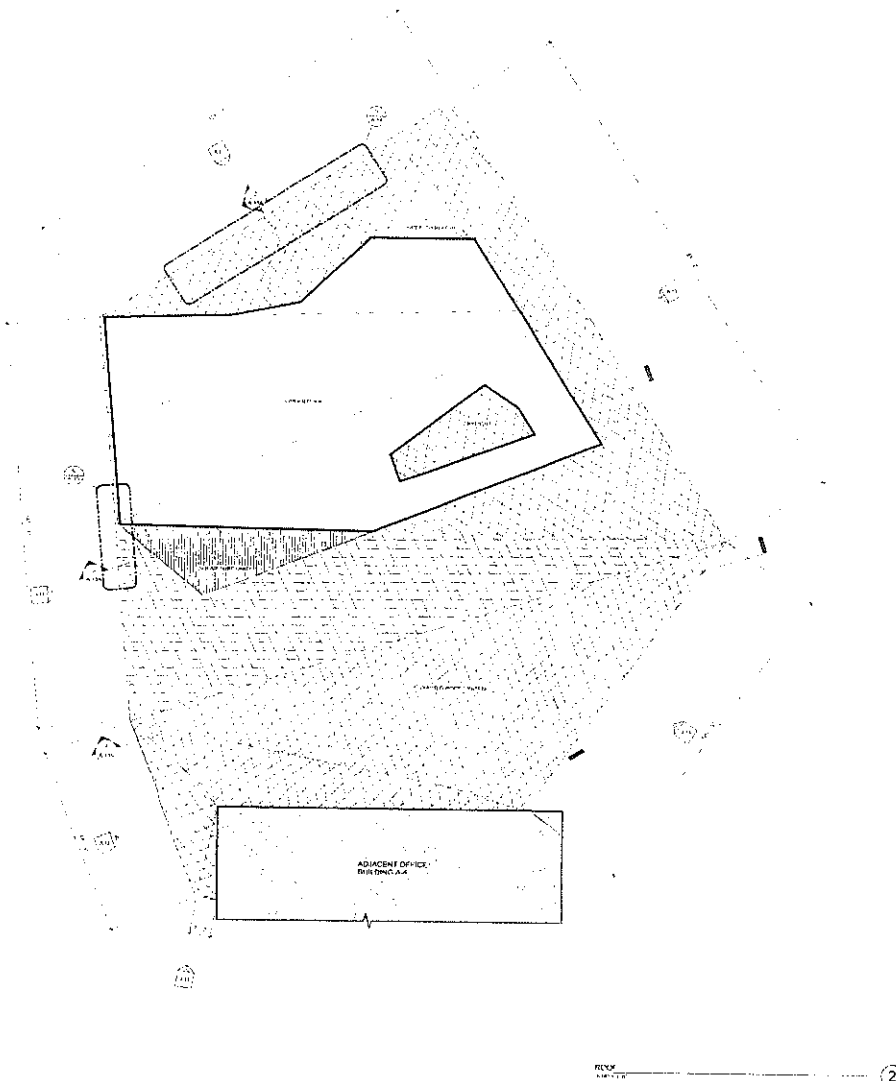
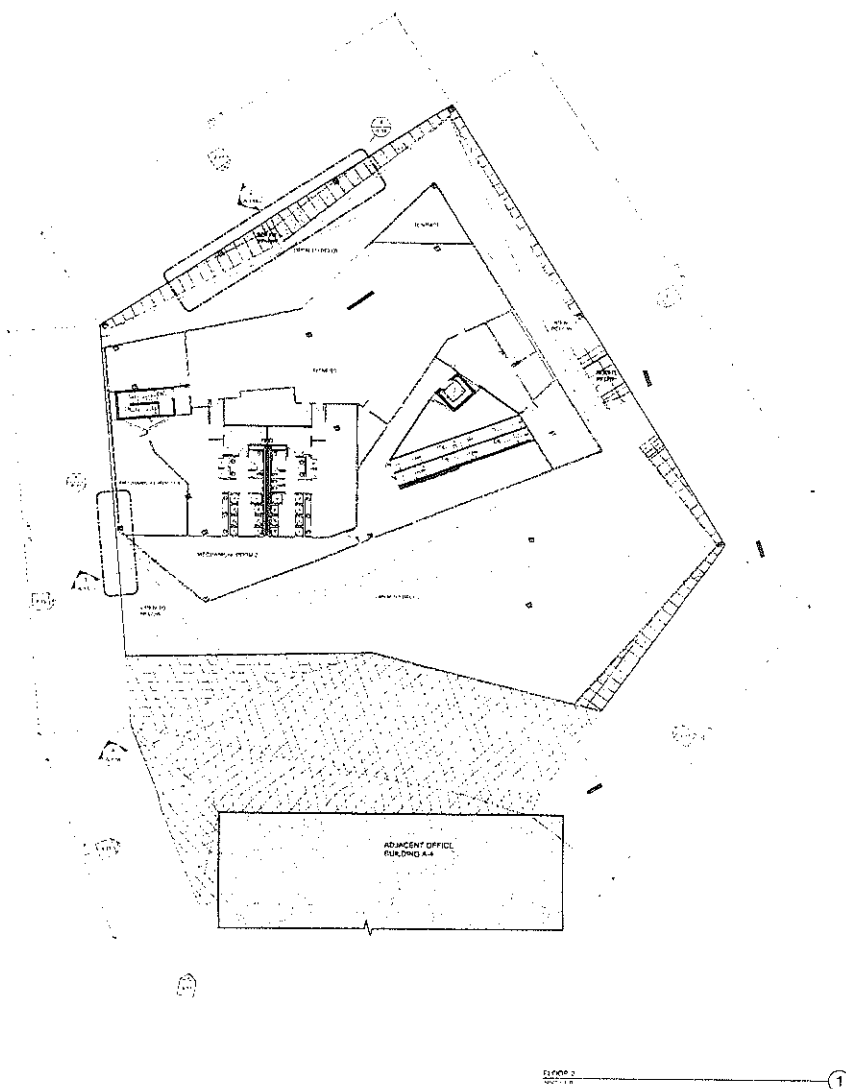
Overall Project Information





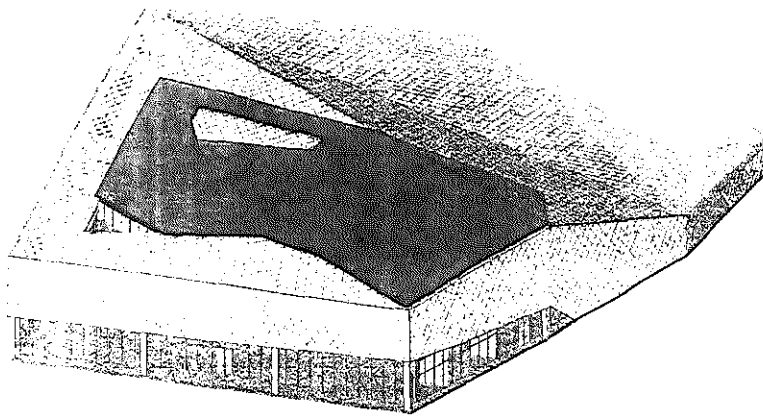
YAHOO!  
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 100-100-100-100  
 100-100-100-100



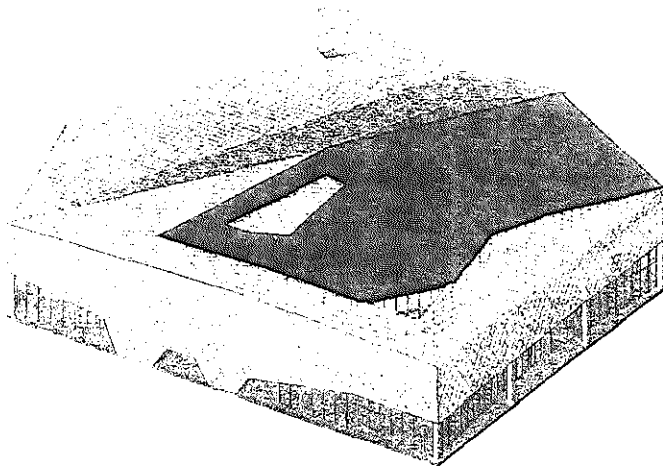
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OVERALL FLOOR  
 PLANS BLDG  
 AC-FITNESS CENTER



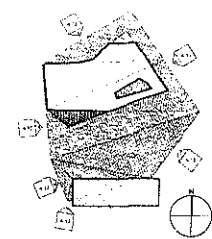
FROM THIS VIEW

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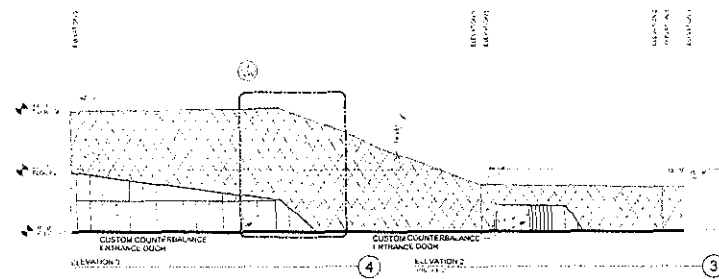
SYMETRIC VIEW

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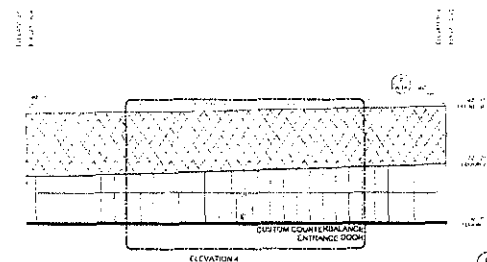
KEY PLAN - ELEVATION

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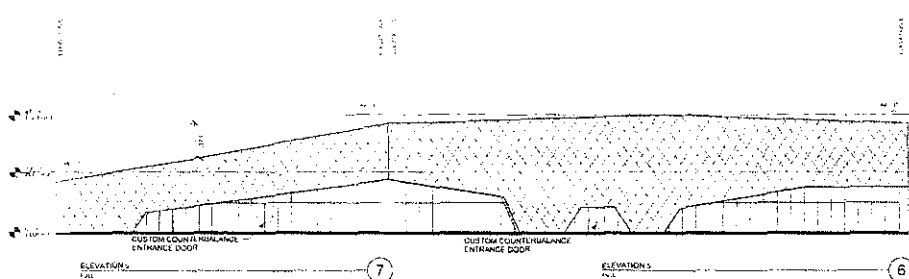
ELEVATION 1

2



ELEVATION 4

5



ELEVATION 5

6

RMW  
architecture & interior  
100 Pine Street  
Suite 100  
San Francisco, CA 94111  
Tel: 415 774 3400  
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Represented by RMW Inc.  
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100 Pine Street  
Suite 100  
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Tel: 415 774 3400  
Fax: 415 774 3200  
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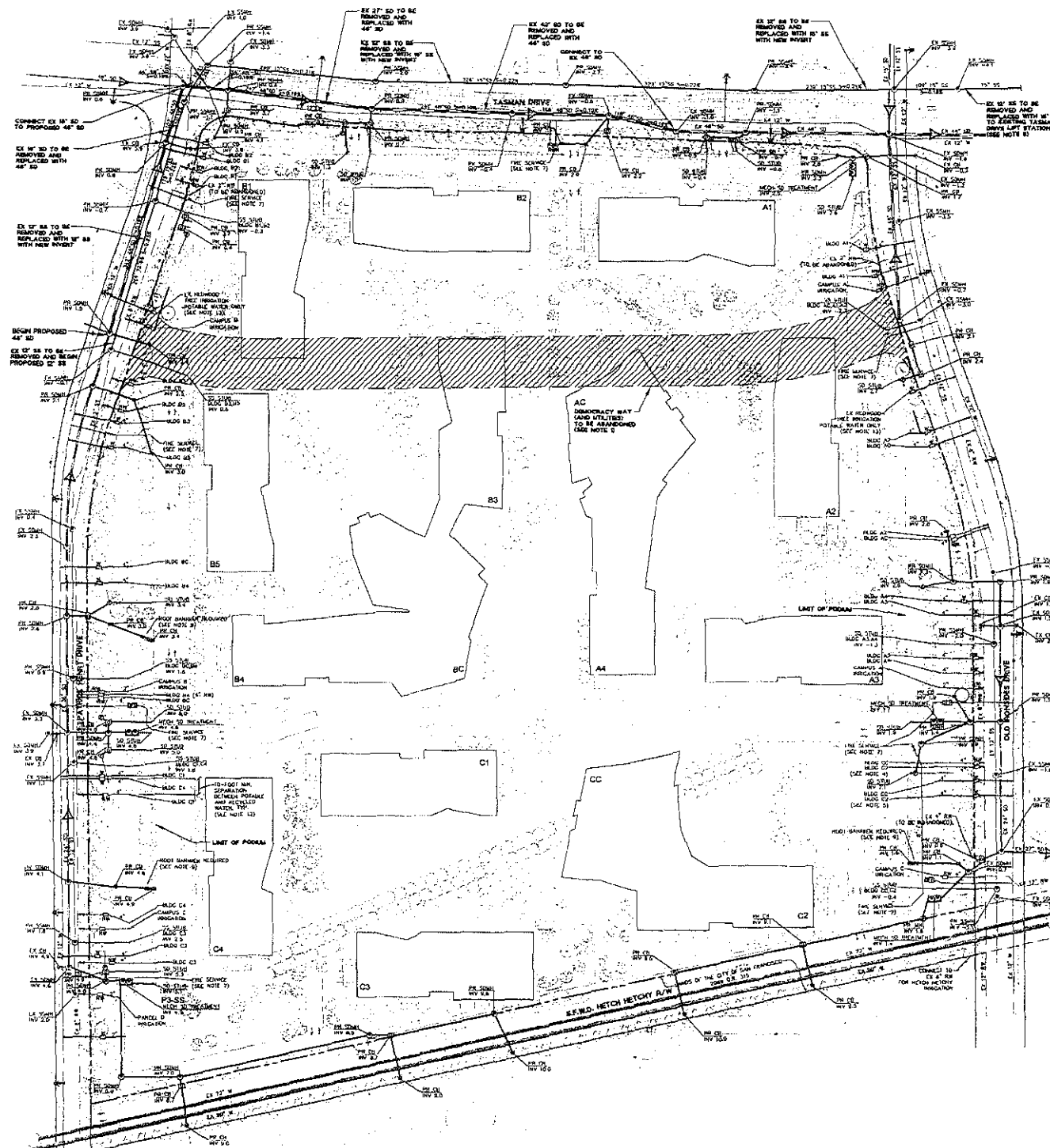
EXTERIOR  
ELEVATIONS BLDG  
AC









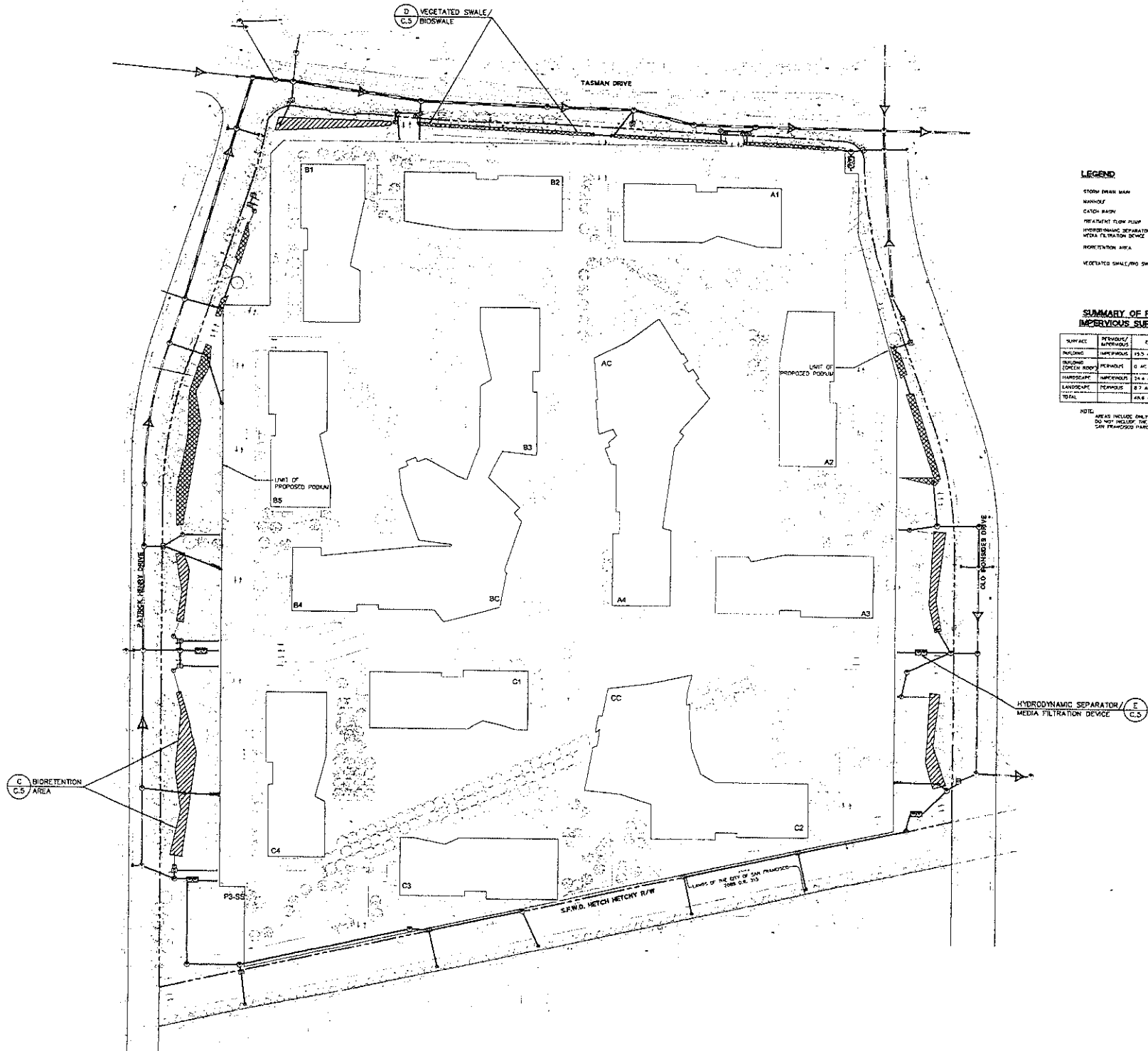


# LEGEND

BLDG. BUILDING	PS PROPOSED
FS FIRE SERVICE	EX EXISTING
W POTABLE WATER	
SD STORM DRAIN	
SS SANITARY SEWER	
RW RECYCLED WATER	
EX EXISTING	
PS PROPOSED	
SANITARY SEWER MAIN	
STORM DRAIN MAIN	
WATER MAIN	
RECYCLED WATER MAIN	
MANHOLE	
DATCH BASIN	
TREATMENT FLOW PUMP	
WATER VALVE	
MECHANICAL SD TREATMENT	
POTABLE WATER SERVICE	
RECYCLED WATER SERVICE	
FIRE SERVICE CONNECTION	
PROPOSED TRICE	
EXISTING TRICE TO REMAIN	

# NOTES

1. DEMONSTRATE WAY TO BE ABANDONED. STORM DRAIN AND SANITARY SEWER TO BE RELOCATED TO PATRICK HENRY AND TASMAN DRIVE. EXISTING WATER TO BE STUBBED AT PATRICK HENRY DRIVE AND OLD HONDSBROOK DRIVE.
2. UTILITY STRUCTURES SHOWN ARE NOT TO SCALE. STRUCTURES ARE GENERALLY SHOWN LARGER THAN ACTUAL SIZE FOR CONTEXT.
3. ALL POTABLE AND RECYCLED WATER STUBS ARE LABELED WITH THE CORRESPONDING BUILDING WHICH THEY SERVE (EG. "Bldg A3").
4. RECYCLED WATER STUBS LABELED FOR BUILDINGS USE TO BE USED FOR BOTH FLOODING AND COOLING. RECYCLED WATER LABELED FOR IRRIGATION TO BE USED FOR SPECIFIC CAMPUS/PARKLAND IDENTIFIED.
5. ALL POTABLE WATER SERVICE INCLUDES METER AND BACKFLOW PREVENTION DEVICE PER THE CITY OF SANTA CLARA WATER DEPARTMENT - STANDARD NO. 8.
6. THE PROPOSED 10-INCH SANITARY SEWER LINE IN TASMAN DRIVE EAST OF OLD HONDSBROOK DRIVE TO THE TASMAN DRIVE LIFT STATION SHALL BE CONSTRUCTED IN TANK LOCATION (BOTH HORIZONTALLY AND VERTICALLY) AS THE EXISTING 10-INCH SEWER LINE UP TO THE TASMAN DRIVE LIFT STATION.
7. FOR LAYOUT OF COMPLETE FIRE SYSTEM REFERENCE SHEET C.7 "PROPOSED FIRE SERVICE AND ACCESS PLAN".
8. TREES SHOWN ARE FOR CONTEXT TO COORDINATE LOCATION OF UTILITY CONNECTIONS. FOR FURTHER TREE DETAILS INCLUDING SHEETS REFER TO LANDSCAPE PLANS.
9. WHERE UTILITIES ARE BETWEEN 3 AND 10 FEET FROM FACE OF TREES A ROOT BARRIER WILL BE INSTALLED.
10. WHERE PROPOSED UTILITIES ARE TO FEET OR MORE FROM PROPOSED FACE OF TREES NO ROOT BARRIER WILL BE INSTALLED.
11. PROPOSED UTILITIES MAINTAIN A MINIMUM 10-FOOT CLEAR FROM ALL EXISTING FACE OF TREES TO REMAIN.
12. POTABLE WATER AND RECYCLED WATER SHALL MAINTAIN A MINIMUM SEPARATION OF 10-FOOT AND BE INSTALLED IN SEPARATE TRENCHES.
13. EXISTING RECYCLED TRENCHES TO BE IRRIGATED WITH POTABLE WATER ONLY.



# LEGEND

	PROPOSED	EXISTING
STORM DRAIN MAIN	—	—
RAVINE	—	—
CATCH BASIN	○	○
RETENTION TANK PUMP	○	○
HYDRODYNAMIC SEPARATOR/ MEDIA FILTRATION DEVICE	○	○
BIORETENTION AREA	▨	▨
VEGETATED SWALE/BIO SWALE	▨	▨

## SUMMARY OF PERVIOUS AND IMPERVIOUS SURFACES ONSITE

SURFACE	PERVIOUS	EXISTING	PROPOSED
PARKING	IMPERVIOUS	13.5 AC (21.8%)	13.5 AC (21.8%)
TRAILING (OPEN ROOF)	PERVIOUS	0 AC (0.0%)	1.5 AC (2.5%)
HARDSCAPE	IMPERVIOUS	14.4 AC (24.3%)	15.0 AC (25.0%)
LANDSCAPE	PERVIOUS	8.7 AC (14.7%)	20.0 AC (33.3%)
TOTAL		46.6 AC (78.8%)	50.0 AC (83.3%)

NOTE: AREAS INCLUDE ONLY THE PROPOSED SITE AND DO NOT INCLUDE THE CITY AND COUNTY OF SAN FRANCISCO PARCELS SOUTH OF THE SITE.

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SANTA CLARA, CA 95051

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FAX: 408.298.1001  
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PROJECT: 00-0000  
SHEET: 00-0000

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APPROVED BY: [Name]

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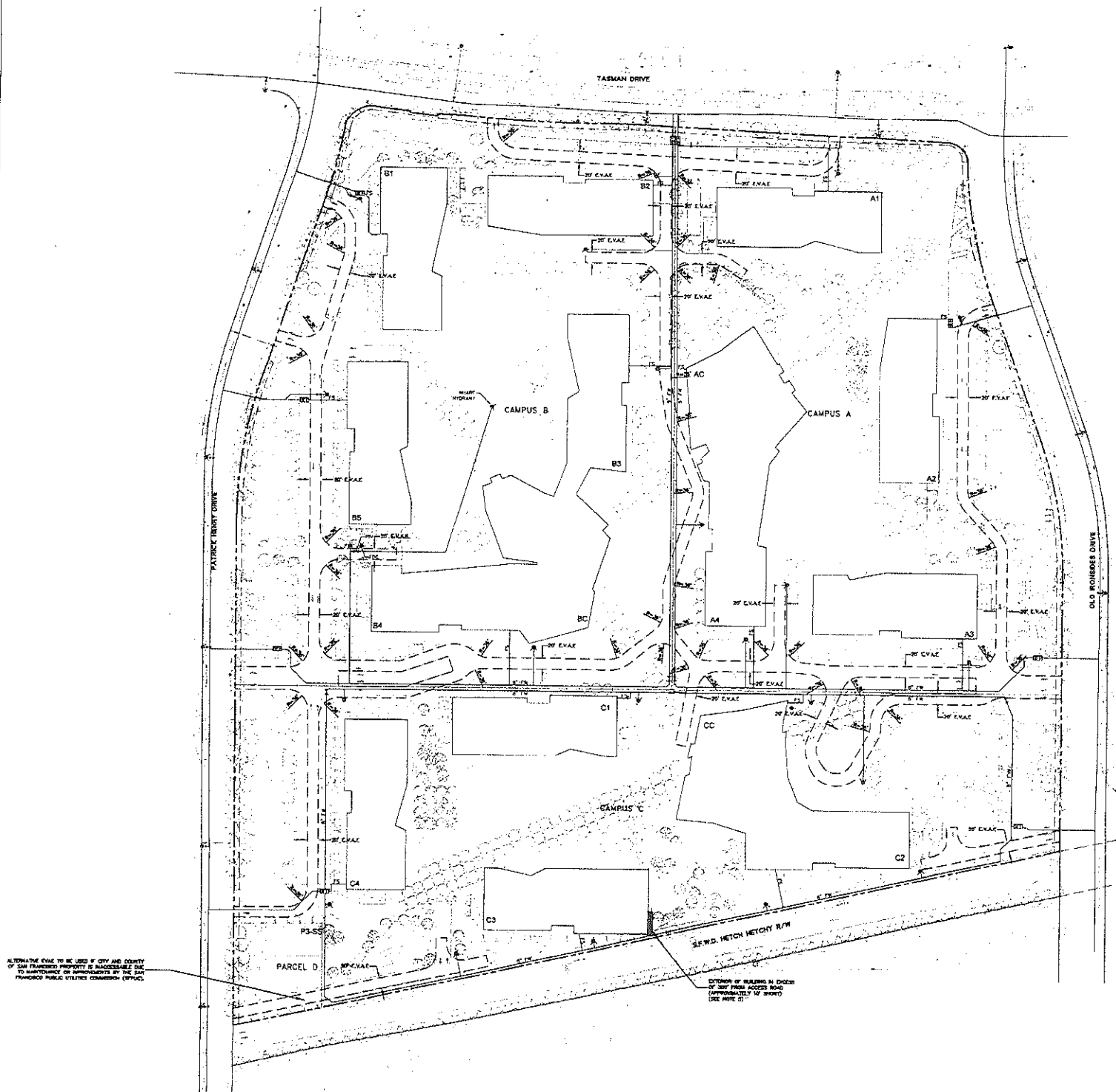
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# NOTES:

1. FIRE APPARATUS ACCESS ROADS SHALL BE DESIGNED TO THE FOLLOWING CRITERIA:  
-13' MINIMUM VERTICAL CLEARANCE.  
-20' MINIMUM WIDTH.  
-30' MINIMUM TURNING RADIUS.
2. WHERE ACCESS ROADS DO NOT MEET CRITERIA LISTED IN NOTE 1 THE CITY OF SANTA CLARA FIRE DEPARTMENT TURNING TEMPLATE WAS USED TO VERIFY COMPLIANCE.
3. FIRE SERVICE LINES ARE SHOWN FOR INFORMATION ONLY. COORDINATION WITH MEP AND STRUCTURAL CONSULTANTS WILL BE REQUIRED WITH DETAILED BUILDING DESIGN.
4. ALL PROPOSED HYDRANTS ARE CITY OF SANTA CLARA WATER DEPARTMENT STANDARD NO. 18 UNLESS OTHERWISE NOTED.
5. EMERGENCY VEHICLE ACCESS SHALL BE MAINTAINED TO WITHIN 50' OF EXISTING WALLS OF BUILDINGS PER ADEQUATE WITH THE CITY OF SANTA CLARA FIRE DEPARTMENT. (SINCE BUILDINGS WILL INCLUDE AUTOMATIC SPRINKLERS, ACCESS ROADS WILL BE LOCATED ON CITY AND THERE WILL BE NO GROUP R-3 OR GROUP U OCCUPANCY.)
6. THE SECTION OF BUILDING C3 THAT IS NOT WITHIN 350'-FT. OF A FIRE APPARATUS ACCESS ROAD HAS BEEN CANCELED A DESIGN EXCEPTION BY THE CITY OF SANTA CLARA (FIRE DEPARTMENT).
7. MAXIMUM SEPARATION BETWEEN FIRE DEPARTMENT CONNECTIONS AND HYDRANTS SHALL BE 50' PER SECTION 412 OF THE CFC AND THE CITY OF SANTA CLARA.
8. FIRE HYDRANTS SHALL BE SPACED PER APPENDIX C (TABLE C105.1) OF THE CFC BASED ON REQUIRED FLOW RATE (1,500 GPM) SINCE BUILDINGS ARE TYPE I, SPRINKLERED, AND THERE ARE NO DEAD END ROADS. THE AVERAGE SPACING BETWEEN HYDRANTS SHALL BE 500'-FT.
9. E.V.A.E. SHALL NOT BE PROVIDED WITHIN LANDS OF THE CITY AND COUNTY OF SAN FRANCISCO.

## LEGEND

FS	FIRE SERVICE
FW	FIRE WATER
FDC	FIRE DEPARTMENT CONNECTION
W	POTABLE WATER
BPV	BACK FLOW PREVENTER
PIV	PISTON INDICATOR VALVE
EX	EXISTING
E.V.A.E.	EMERGENCY VEHICLE ACCESS ELEMENT
WATER MAIN	W
GATE VALVE	GV
BACK FLOW PREVENTER	BPV
FIRE HYDRANT	W
FIRE SERVICE CONNECTION	FS

ALTERNATE E.V.A.E. TO BE USED IF CITY AND COUNTY OF SAN FRANCISCO PROPERTY IS INADVERTENTLY LOCATED TO MAINTAINANCE OR IMPROVEMENTS BY THE SAN FRANCISCO PUBLIC UTILITIES COMMISSION (SFPUC).

SECTION OF BUILDING C3 CANCELED A DESIGN EXCEPTION BY THE CITY OF SANTA CLARA (FIRE DEPARTMENT) (SEE NOTE 6)

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DAVID  
AGUIAR  
TAMM

GRAPHIC SCALE  
0 50 100  
FEET

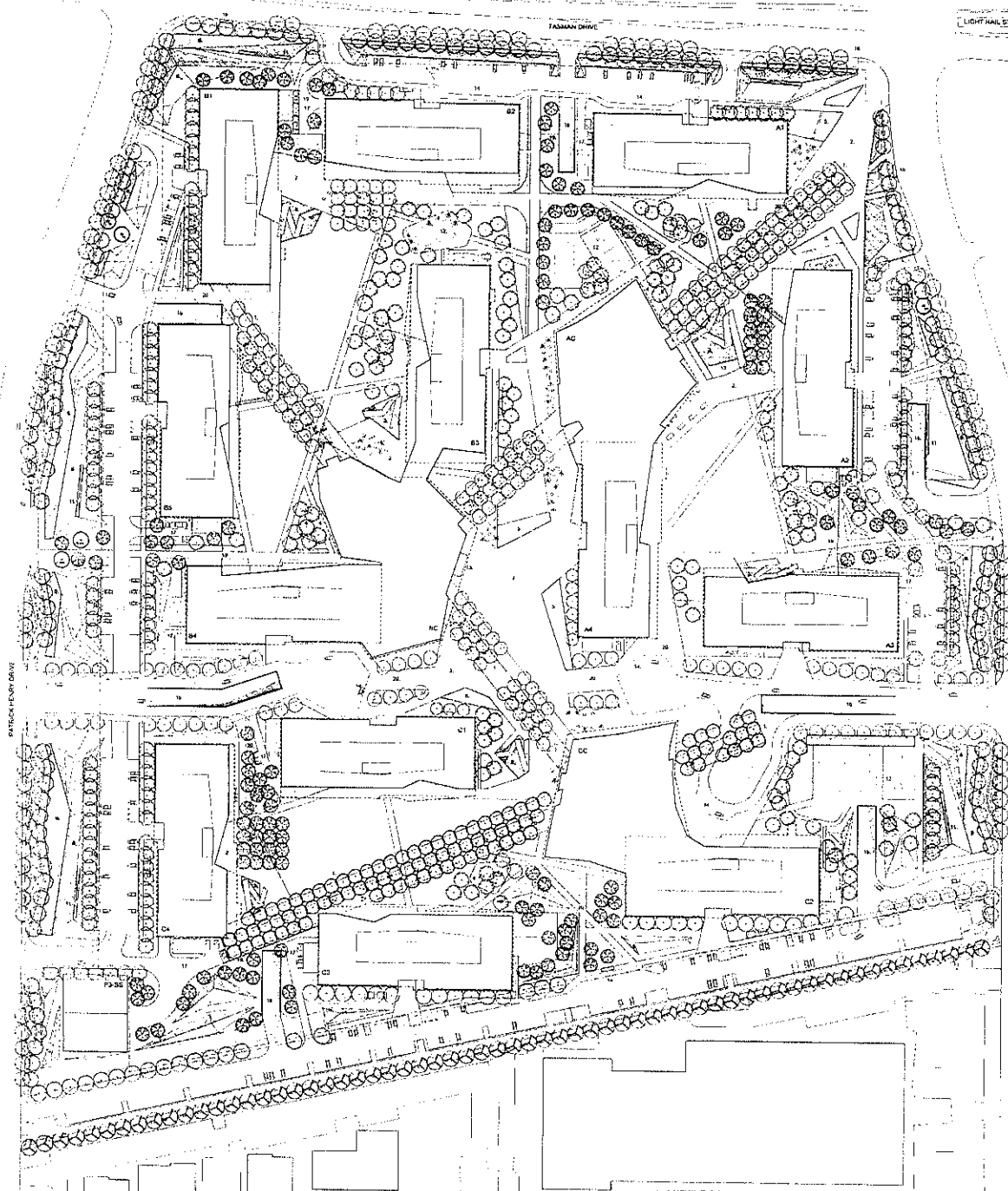
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FAX: 650-432-4300 (EXT.)

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PROPOSED FIRE SERVICE AND ACCESS PLAN



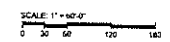


- LEGEND**
- LAWN / TURF AREA
  - PLANTING AREAS
  - BIODEGRADABLE AREA (SEE L2.2 & L2.3)
  - WATER FEATURE (SEE L2.3)
  - SPECIAL PAVING (SEE L2.3)
  - POUROUS PAVING (SEE L2.3)
  - GARDEN PATIO DECK (SEE L2.4)
  - CONCRETE (SEE L2.2)
  - SITE FURNITURE & CAFE SEATING
  - BICYCLE STORAGE
  - PROPERTY LINE
  - EXTENT OF PARKING STRUCTURE
  - BUILDING ROOFLINE
1. ACTIVATED BIOSOLUBLE W/ SPECIAL PAVING (SEE L2.4)
  2. PLAZA W/ SPECIAL PAVING
  3. BIODEGRADABLE / CIRCULATION TO PARKING BELOW (SEE ARCH)
  4. GARDEN PATIO DECK
  5. WATER FEATURE
  6. OUTDOOR KITCHEN
  7. MULTI-USE PATH (SEE L2.2)
  8. FORMER BERM (SEE L2.2 & L2.3)
  9. STORMWATER TREATMENT AREAS (SEE CIVIL)
  10. PARKING STRUCTURE VENTILATION SHAFT
  11. OUTDOOR RECREATION AREA
  12. PRODUCTION WALL & OUTDOOR STAGE
  13. VEHICLE DROP-OFF LOCATIONS
  14. VTA BUS STOP
  15. VEHICLE RAMP TO PARKING BELOW
  16. 5' W/ CLASH & RISE LANE
  17. UTILITY AREAS
  18. SECURITY FENCING & VIDEO ANALYTICS
  19. SECURITY VIDEO ANALYTICS

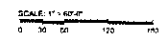
**TREE PLANTING LEGEND**

SYMBOL	SCIENTIFIC NAME	COMMON NAME
<b>EVERGREEN TREES</b>		
T10	ARBUTUS UNDO	STRAWBERRY TREE
	FRAXINUS UNDULATA	EVERGREEN ASH
	OLEA EUROPEA	FRUITLESS OLIVE
	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK
<b>DECIDUOUS TREES</b>		
	ULMUS PARVIFLORA	CHINESE ELM
T50	QUERCUS OCCIDENTALIS	WESTERN REDWOOD
	FRAXINUS VELUTINA (STREET)	MODERATE ASH
	QUERCUS BALBOA	QUINCY
	QUERCUS TRACANTHOS	HONEY LOCUST
	JACARANDA ACUTIFOLIA	JACARANDA
	PIRUS CALLERYANA 'HOLM-GRIFF'	SHADY-LEAF FLOWERING PLUM
T10	ROBINIA PSEUDODACADA	BLACK LOCUST
	SCHINUS MOLLE	MEXICAN PEPPER
	SCHINUS MOLLE	CALIFORNIA PEPPER
	SOPHORA JAPONICA	JAPANESE PAGODA TREE
<b>EXISTING TREES</b>		
	QUERCUS DEODORA	DEODAR CEDAR
	SEQUOIA SEMPERVIRENS	COSTAL REDWOOD

- NOTES**
1. SEE ARCHITECTURE FOR PROPERTY LINES
  2. SEE CIVIL FOR STORMWATER TREATMENT CONCEPT PLAN AND OVERLAY PLAN OF TREES & UNDERGROUND UTILITIES
  3. PLEASE REFER TO ARCHITECT REPORT IN APPENDIX B OF L2 FOR DESCRIPTION AND LOCATION OF EXISTING TREES. ALL (E) TREES NOT SHOWN IN SITE LANDSCAPE PLAN ARE TO BE REMOVED.
  4. TOTAL TREE COUNT: 266 NEW TREES & 1 EXISTING TREES. 266 OF THE NEW TREES AND ALL 1 EXISTING TREES LOCATED ALONG PERIMETER OF SITE (OUTSIDE OF PODIUM). TWO OF THE NEW TREES TO BE LOCATED ON PODIUM.



**SITE LANDSCAPE PLAN**







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# GREENROOF PLANT LIST\*

ABBREVIATION	SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE	HEIGHT	SPREAD	CALIBER	QTY	SPACING
SEDUM CARPET MIN.									
		SEDUM ACRE 'ELEGANS'	GOLD MOSS 'ELEGANS'						
		SEDUM ALBUM	WHITE STONECROP						
		SEDUM ALBUM 'CHLOROTICUM'	WHITE STONECROP 'CHLOROTICUM'						
		SEDUM DA SYMPHYLLUM	STONECROP						
		SEDUM FLACOMENANUM	ORANGE STONECROP						
		SEDUM FLORIFERUM	GOLD STONECROP						
		SEDUM HYBRIDUM 'NAUERGELUNDEN'	STONECROP 'HYBRID' 'NAUERGELUNDEN'						
		SEDUM KAMTSCHATICUM	ORANGE STONECROP						
		SEDUM SPURSUM 'WHITE FORM'	TYNDOR STONECROP						
PERENNIAL PLUGS									
		CRASSULA SCHMIDT	CRASSULA						8" O.C.
		DELOSPERMA 'MESA VERDE'	ICE PLANT 'MESA VERDE'						8" O.C.
		DELOSPERMA BASUTICUM	ICE PLANT						8" O.C.
		EUPHORBIA MYRSINITES	EUPHORBIA						8" O.C.
		LAMPRANTHUS PRODRUCTUS	PURPLE ICE PLANT						8" O.C.

\* NOTE: GREENROOFS TO BE INSTALLED ON COMMONS BUILDINGS. SEE ARCHITECTURE

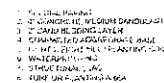
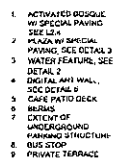
# INFILTRATION BASIN PLANT LIST

ABBREVIATION	SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE	HEIGHT	SPREAD	CALIBER	QTY	SPACING
GRASSES									
		CAREX BARDERAE	SANTA BARBARA SEDGE						
		CAREX TUCKERIANA	BERKELEY SEDGE						
		DISTICHLIS SPICATA	SALTGRASS						
		JUNGLIS PATENS	COMMON RUSH						

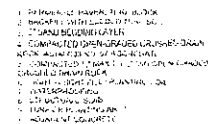
NOTES:  
THE PLANTS LISTED HAVE BEEN IDENTIFIED AS TOP FRANK OF RECYCLED WATER BY  
ONE OR MORE OF THE SOURCES BELOW. LOCAL CONDITIONS MAY REQUIRE SOME  
MODIFICATION TO THIS LIST.

- Regional Water Use Tables & Guides: Denver Water, 2000
- Plant List: Handbook: Vol. #12, First Edition: University of California Cooperative Extension, March 1996
- Recycled Water Use in the Landscape: California Dept. of Water Resources
- Landscape Water: Plant List: Recycled Water Recycling
- City of Santa Clara Approved Plant List (2001)
- Watermark 2001

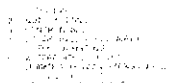
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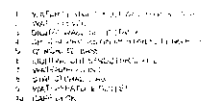
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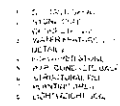
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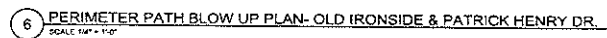
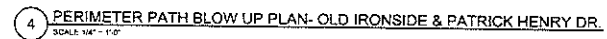
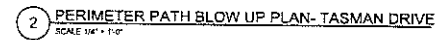
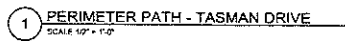
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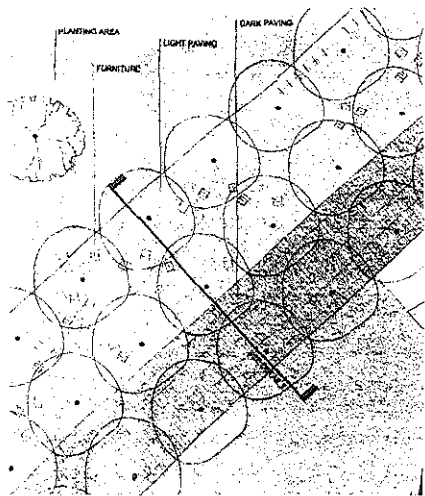


2 YAHOO!  
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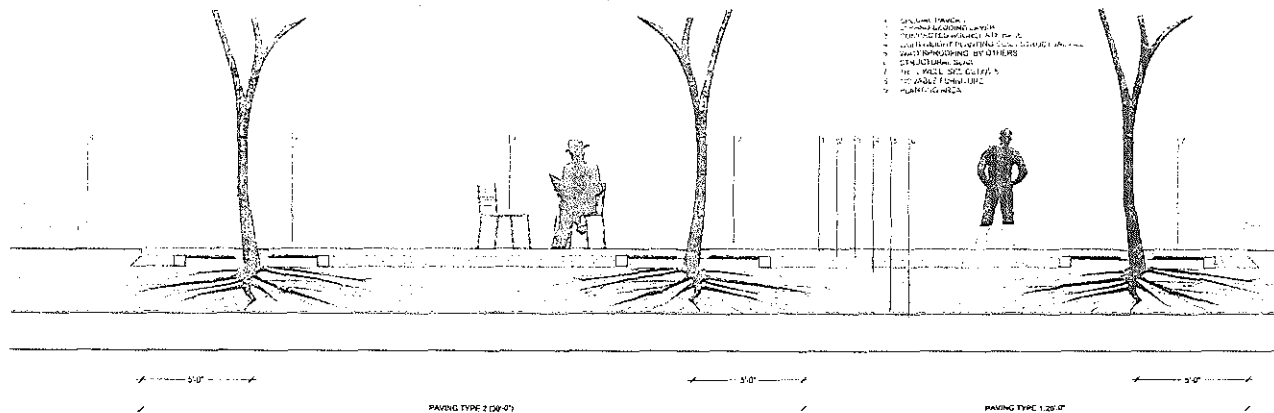


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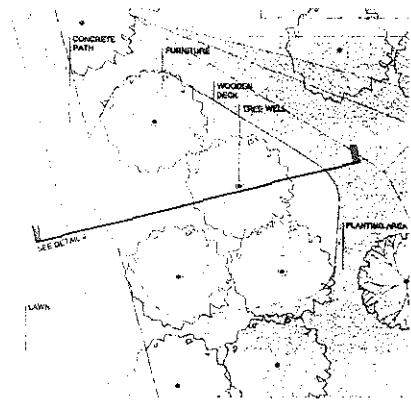




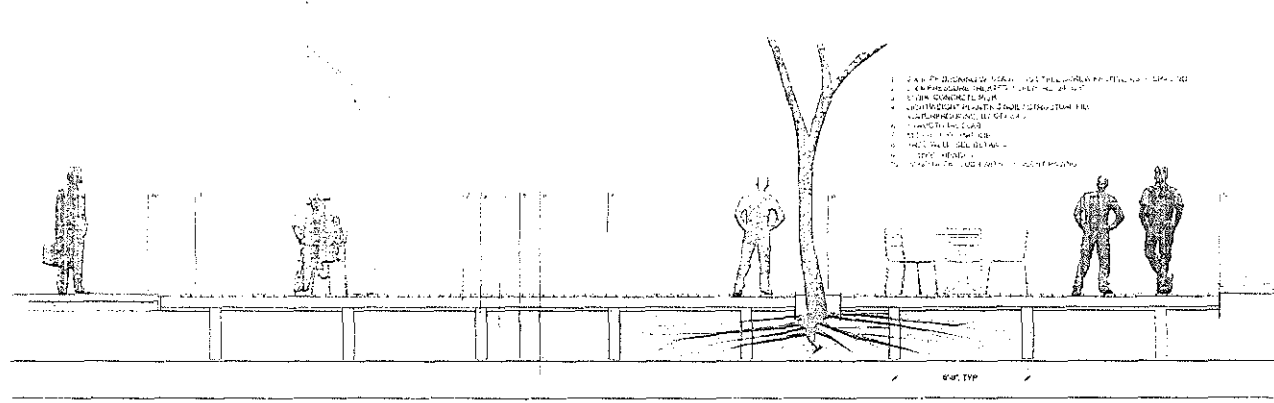
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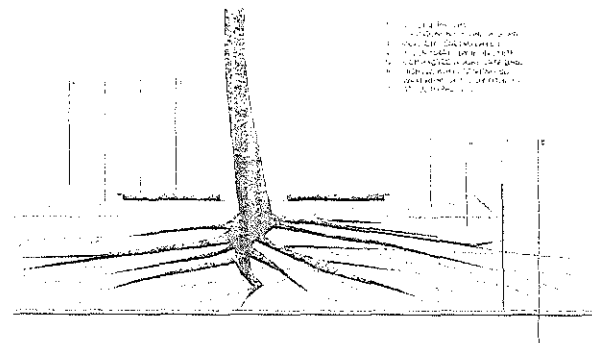
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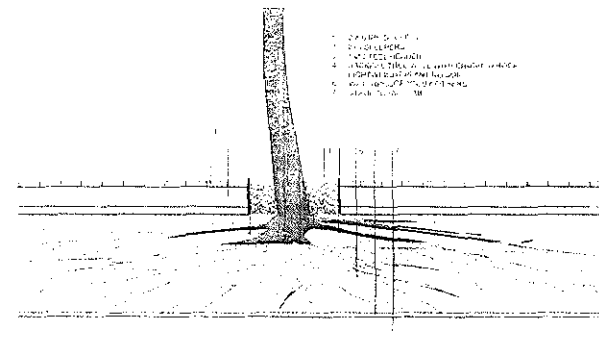
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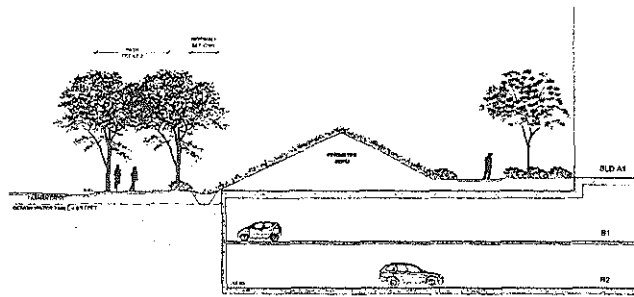
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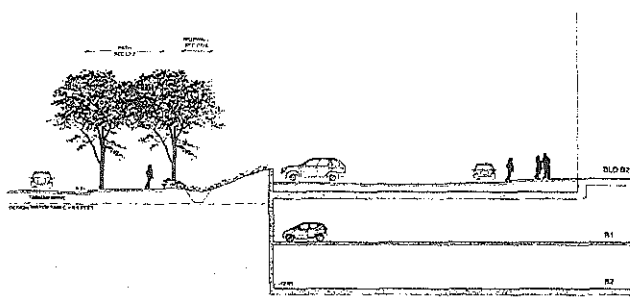
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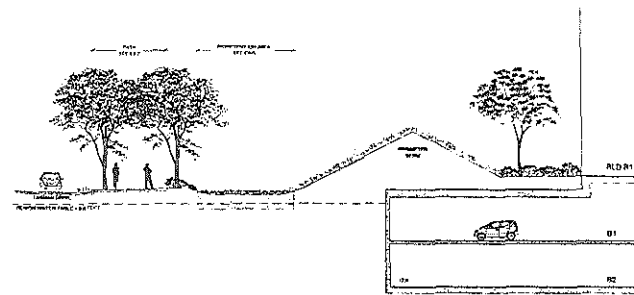
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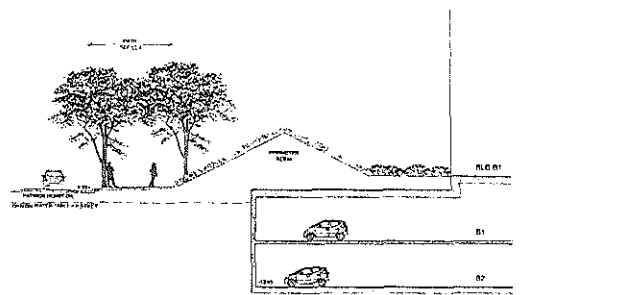
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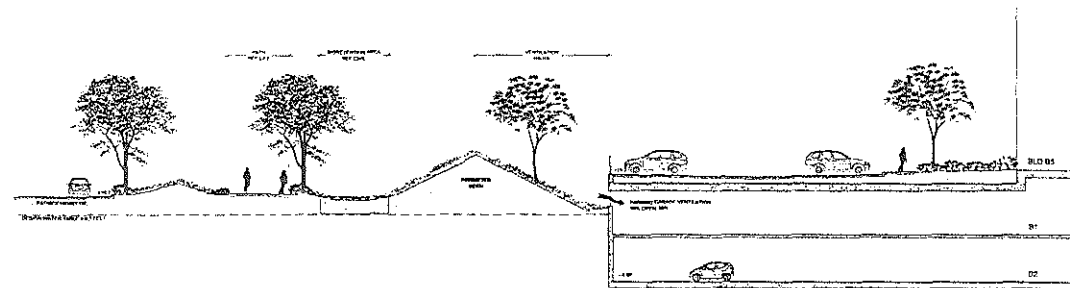
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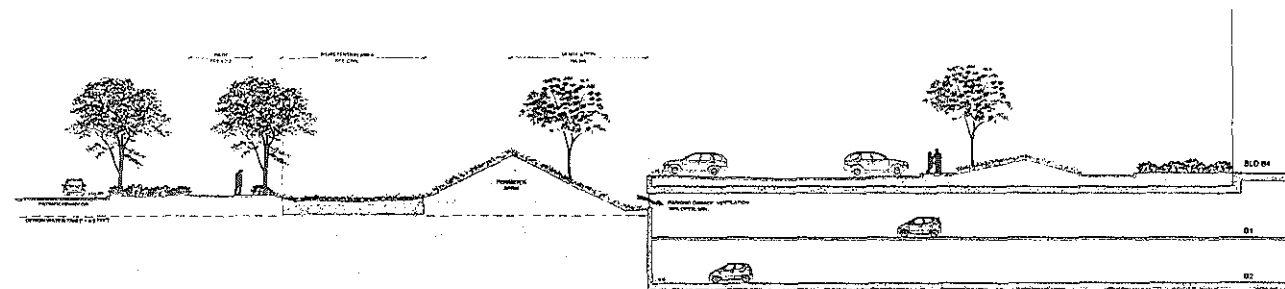
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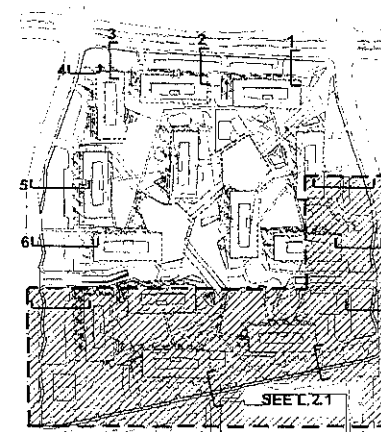
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5 PERIMETER SECTION 5  
SCALE 1"=10'-0"



6 PERIMETER SECTION 6  
SCALE 1"=10'-0"



SECTION KEY  
SCALE 1"=200'-0"

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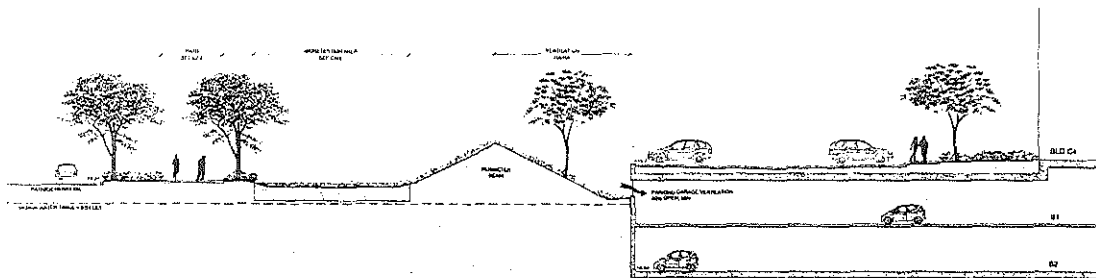
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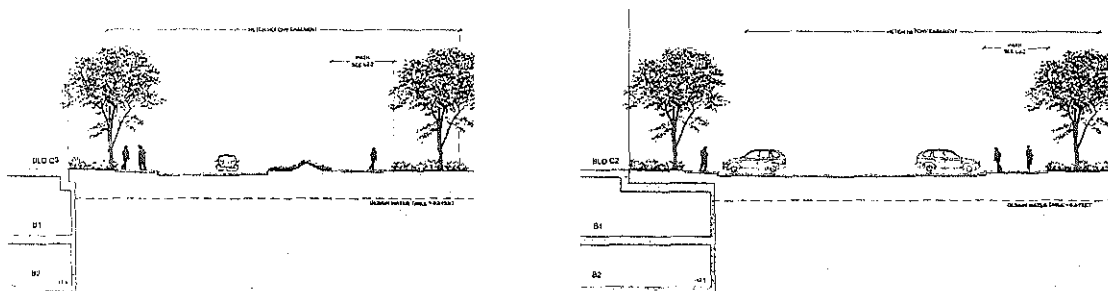
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PLANS & SECTIONS  
PERIMETER SECTIONS

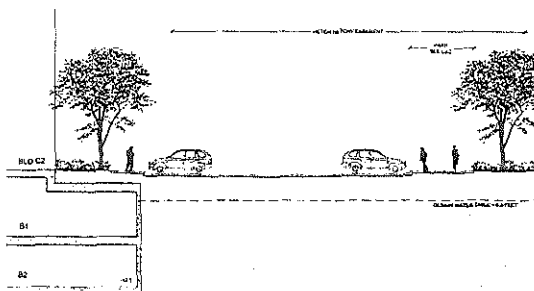




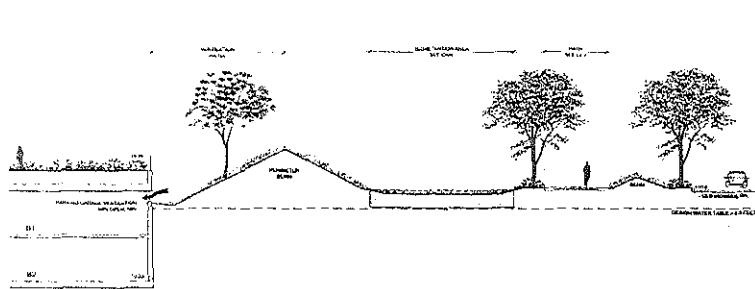
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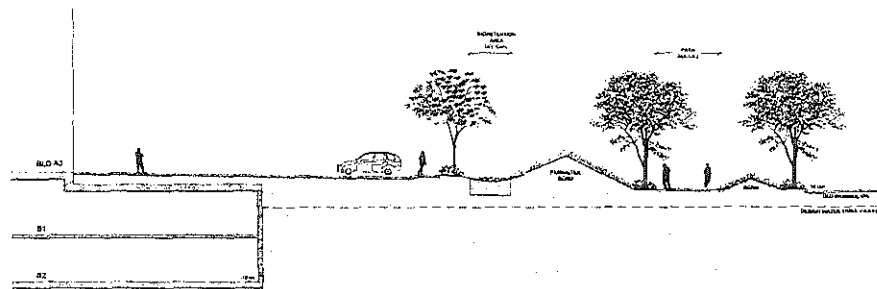
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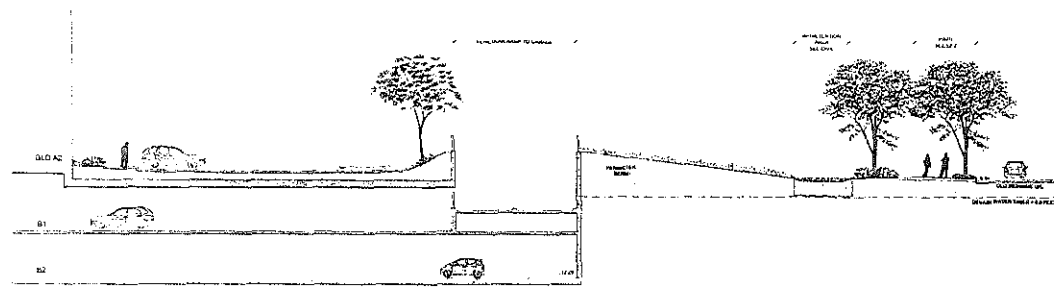
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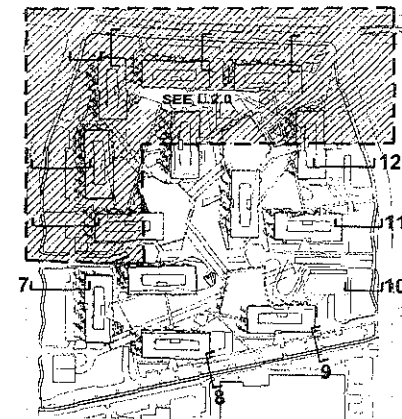
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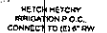
11 PERIMETER SECTION 11  
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12 PERIMETER SECTION 12  
SCALE 1"=10'-0"



SECTION KEY  
SCALE 1"=10'-0"



**DEVELOPMENT AGREEMENT  
BETWEEN  
THE CITY OF SANTA CLARA,  
a chartered California municipal corporation,  
AND  
YAHOO!, INC.**

**EXHIBIT "COA-Z"**

**(CONDITIONS OF APPROVAL)**

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## **PROJECT CONDITIONS OF APPROVAL**

In addition to complying with all applicable codes, regulations, ordinances and resolutions, the following conditions of approval are recommended:

### **GENERAL**

1. Comply with all applicable codes, regulations, ordinances and resolutions.
2. If relocation of an existing public facility becomes necessary due to a conflict with the developer's new improvements, then the cost of said relocation shall be borne by the developer.

### **ENGINEERING**

3. Obtain site clearance through Engineering Department prior to issuance of building permit. Site clearance will require payment of applicable development fees. Other requirements may be identified for compliance during the site clearance process. Contact Ramon Santos at (408) 615-3042 for further information.
4. All work within the public right-of-way and/or public easement, which is to be performed by the Developer/Owner, the general contractor, and all subcontractors, it shall be included within a **Single Encroachment Permit** as required per phase and approved by the City Engineer. Issuance of the Encroachment Permit and payment of all appropriate fees shall be completed prior to commencement of work, and all work under the permit shall be completed prior to issuance of occupancy permit.
5. Prior to the issuance of building permits for Phase I, obtain Council approval of a resolution ordering vacation of easement(s) proposed to be abandoned, through Engineering Department.
6. Obtain Council approval of a resolution ordering vacation of Democracy Way street right-of-way, through Engineering Department, and pay all appropriate fees, prior to building permit issuance for Phase I of project development.
7. A Final Map must be approved by City staff and recorded for each phase of development by developer prior to building permit issuance for each respective phase of project development.
8. Developer shall complete the relocation of utilities within Democracy Way prior to Council approval of a resolution ordering the vacation of Democracy Way street right-of-way and prior to recordation of the Final Map for Phase I of project development.
9. Prior to issuance of building permit for Phase I, pay appropriate fee through Engineering Department to initiate the processing of a Grant Deed for dedication of Parcel "D" to the City.
10. Dedicate street right-of-way on Patrick Henry Drive for bus duckout and construct, pad and bus stop improvements in accordance with VTA requirements prior to issuance of building permits for Phase II of project development.
11. The grading plans shall include the overland release for the 100-year storm events and any localized flooding areas. System improvements, if needed, will be at developer's expense.
12. The SSHM output does not guarantee or in any way reserve or hold SS conveyance capacity until developer has Final Approval for the project. For purposes of this condition, "Final Approval" shall mean the final vote of the City Council necessary for all entitlements to be approved, unless a legal challenge is brought to the Council decisions, in which case the

Final Approval shall mean the final disposition of the legal challenge. Required improvements to the SS system per the SSHM output results are listed below:

- a) There is surcharging downstream of manhole S92-7 on Tasman Drive to the Tasman Lift Station and from manhole S93-38 on Old Ironsides Drive to manhole S93-24 on Tasman Drive. The segment of pipe downstream of manhole S93-24 must be upsized from 12" to 15" pipe to eliminate the surcharging.
  - b) The Tasman Lift Station needs to be upsized to increase the existing capacity from 1.46 mgd to 1.61 mgd to meet the new peak flow with additional discharge from the proposed development.
  - c) The 12" pipe upstream of manhole S93-24 to Patrick Henry Drive is reaching maximum capacity at  $d/D=0.73$  (the maximum City's design criteria is  $d/D=0.75$ ). This upstream pipe may need to be upsized to a 15". This will be determined during the detail design of the new system.
13. Damaged curb, gutter, and sidewalk within the public right-of-way along property's frontage shall be repaired or replaced (to the nearest score mark) in a manner acceptable to the City Engineer or his designee. The extents of said repair or replacement within the property frontage shall be at the discretion of the City Engineer or his designee.
  14. Unused driveways in the public right-of-way shall be replaced with City standard curb, gutter, and sidewalk.
  15. Visual obstructions over three feet in height will not be allowed within the driver's sight triangle near driveways and corners in order to allow an unobstructed view of oncoming traffic. Contact Traffic Engineering at (408) 615-3000 for further information.
  16. Only driveway at Old Ironsides/Old Glory Lane can be intersection curb return style. All others should be City commercial type standards. Any proposed non-standard driveway will require approval of the City Engineer and the developer's execution of an agreement to maintain the driveway.
  17. Install standard five-foot wide sidewalk (including curb width) in the public right-of-way along property's frontages. A five-foot wide meandering sidewalk within an appropriate sidewalk easement is acceptable to the City. Increase width of existing five-foot sidewalk in Hetch Hetchy right-of-way fronting Old Ironsides Drive to a minimum of 12 feet; may increase width up to 15 feet maximum.
  18. Replace existing curb ramps at intersections along project frontages on Tasman Drive, Patrick Henry Drive, and Old Ironsides Drive with current City/ADA ramp standards.
  19. Remove mid-block crosswalks on Patrick Henry Drive, crosswalks at Patrick Henry Drive/Democracy Way and Democracy Way/ Old Ironsides Drive including striping, signs, legends and curb ramps.
  20. Relocate existing VTA bus stops that affected by the proposed site access. Construct bus pads and bus shelters in accordance with VTA requirements. Show locations of bus duckouts on site plan. Contact VTA for further information.
  21. Reconstruct traffic signals at Great America Parkway/Patrick Henry Drive, Tasman Drive/Patrick Henry Drive, and Tasman Drive/Old Ironsides Drive to current City standards. Will include replacement of underground conduits, conductors, substructure and control equipment.
  22. Construct additional northbound left turn lane at Old Ironsides Drive/Tasman Drive per TIA.

23. Construct additional northbound left turn lane at Great America Parkway/Patrick Henry Drive and restripe Patrick Henry Drive from Great America Parkway to Old Ironsides Drive to include second lane per TIA.
24. Construct second northbound left turn lane at Great America Parkway/Old Glory Lane and make necessary traffic signal modification such as added detection and new mast arm poles for northbound and southbound on Great America Parkway.
25. Widen the roadway along street frontage on south side of Tasman Drive for future bike lane.
26. Construct mitigations identified in TIA for project impacts at Great America Parkway/Patrick Henry Drive and Great America Parkway/Mission College Boulevard.
27. Lengthen westbound left turn pocket at Tasman Drive/Lawrence Expressway by 100 feet per TIA and develop traffic signal coordination timing to coordinate traffic signal at Tasman Drive/Lawrence Expressway with the traffic signal at Tasman Drive/Adobe Wells/Birchwood. Work with County of Santa Clara and City of Sunnyvale to obtain necessary approvals and permits for work.
28. Obtain approval from City and County of San Francisco to allow improvements and landscaping within Hetch Hetchy right-of-way.
29. Provide class I and class II bicycle parking per VTA Bicycle Technical Guidelines (minimum number):  
 Campus A: 111 class I and 38 class II – Make sure that campus A, B, C correspond to Phasing.  
 Campus B: 140 class I and 46 class II  
 Campus C: 111 class I and 38 class II

#### **ELECTRICAL**

30. Prior to Electrical Department approval, applicant shall submit a site plan showing all existing utilities, structures, easements and trees. Applicant shall also include a "Load Survey" form showing all current and proposed electric loads. A new customer with a load of 500KVA or greater will have to fill out a "Service Investigation Form" and submit this form to the Electric Planning Department for review by the Electric Planning Engineer. Silicon Valley Power will do exact design of required substructures after plans are submitted for building permits.
31. The Developer shall provide and install electric facilities per Santa Clara City Code chapter 17.15.210.
32. Electric service shall be underground. See Electric Department Rules and Regulations for available services.
33. Installation of underground facilities shall be in accordance with City of Santa Clara Electric Department standard UG-1000, latest version, and Santa Clara City Code chapter 17.15.050.
34. Underground service entrance conduits and conductors shall be "privately" owned, maintained, and installed per City Building Inspection Division Codes. Electric meters and main disconnects shall be installed per Silicon Valley Power Standard MS-G7, Rev. 2.
35. The developer shall grant to the City, without cost, all easements and/or right of way necessary for serving the property of the developer and for the installation of utilities (Santa Clara City Code chapter 17.15.110).

36. All electric meters and services disconnects shall be grouped at one location, outside of the building or in a utility room accessible directly from the outside. A double hasp locking arrangement shall be provided on the main switchboard door(s).
37. Utility room door(s) shall have a double hasp locking arrangement or a lock box shall be provided. Utility room door(s) shall not be alarmed.
38. Prior to issuance of building permit for Phase I if transformer pads are required, City Electric Department requires an area of 17' x 16'2", which is clear of all utilities, trees, walls, etc. This area includes a 5'0" area away from the actual transformer pad. This area in front of the transformer may be reduced from an 8'0" apron to a 3'0", providing the apron is back of a 5'0" minimum wide sidewalk. Transformer pad must be a minimum of 10'0" from all doors and windows, and shall be located next to a level, drivable area that will support a large crane or truck. Access to transformer pad to be provided as shown on Site Development Application Drawings dated October 10, 2009.
39. All trees, existing and proposed, shall be a minimum of five (5) feet from any existing or proposed Electric Department facilities. Existing trees in conflict will have to be removed.
40. Any relocation of existing electric facilities shall be at Developer's expense.
41. Electric Load Increase fees may be applicable.
42. The developer shall provide the City, in accordance with current City standards and specifications, all trenching, backfill, resurfacing, landscaping, conduit, junction boxes, vaults, street light foundations, equipment pads and subsurface housings required for power distribution, street lighting, and signal communication systems, as required by the City in the development of frontage and on-site property. Upon completion of improvements satisfactory to the City, the City shall accept the work. Developer shall further install at his cost the service facilities, consisting of service wires, cables, conductors, and associated equipment necessary to connect a customer to the electrical supply system of and by the City. After completion of the facilities installed by developer, the City shall furnish and install all cable, switches, street lighting poles, luminaries, transformers, meters, and other equipment that it deems necessary for the betterment of the system (Santa Clara City Code chapter 17.15.210 (2)).
43. Electrical improvements (including underground electrical conduits along frontage of properties) may be required if any single non-residential private improvement valued at \$200,000 or more or any series of non-residential private improvements made within a three-year period valued at \$200,000 or more (Santa Clara City Code Title 17 Appendix A (Table III)).
44. Non-Utility Generator equipment shall not operate in parallel with the electric utility, unless approved and reviewed by the Electric Engineering Division. All switching operations shall be "Open-Transition-Mode", unless specifically authorized by SVP Electric Engineering Division. A Generating Facility Interconnection Application must be submitted with building permit plans. Review process may take several months depending on size and type of generator. No interconnection of a generation facility with SVP is allowed without written authorization from SVP Electric Engineering Division.
45. Applicant is advised to remain in contact with CSC Electric Department (SVP) to obtain specific electric utility design and construction requirements for all new and relocated on-site SVP facilities.



46. Any encroachments of proposed structures and improvements into electric easements and right-of-ways will require approval from SVP.
47. SVP will require 24/7 access to the substation for large vehicles with 36-foot inside turning radius, as shown on Site Development Application Drawings dated October 10, 2009.

#### **WATER**

48. Dual plumbing may be required to implement domestic usage of recycled water for this development.
49. All on-site fire hydrants shall be part of a private system.
50. In accordance with the Revised Sewer Lateral Replacement Policy, approved by Council on 09-18-90, the developer may be required to replace the lateral if the lateral is substandard in capacity or construction and the proposed non-residential development is \$200,000 or more in building permit valuation. The developer is advised to verify elevation of existing lateral to ensure that adequate slope and depth are available to serve new development. The existing lateral must be adequate to serve the expected life and projected effluent of the new development. Sewer lateral size shall be 6-inch minimum, except 4-inch minimum is acceptable for residential serving four units or less. If requested by the developer, the City Sewer Utility may inspect the existing sewer lateral to determine the condition of the lateral, at the developer's expense.
51. All landscaping and irrigation systems shall meet water conservation requirements as per City's Rules and Regulations for Water Service (Resolution 6390).
52. Backflow prevention is required on any required fire service connection at the developer's expense.
53. All on-site water distribution facilities shall be private and shall be maintained by owner. Water needs shall be served by individual meter(s) at the public street right-of-way.
54. It shall be the responsibility of the owner/developer to determine if there are any water wells on the property. Unless the continued use of such well or wells is specifically permitted under City Code, and such well or wells can be demonstrated to meet all applicable sanitary standards and absent of contamination, the well or wells shall be sealed in accordance with the Standards promulgated by Santa Clara Valley Water District. A copy of the Destruction Permit issued by District, indicating that the well(s) have been properly sealed, shall be submitted to City as evidence thereof.
55. Developer is advised that building height may require pumping to maintain adequate pressure for fire and domestic water.
56. Water and sewer service shall be independent; said property shall not be connected to lines from the adjacent properties unless approved by the City Building Official.
57. All sanitary sewer lateral(s), either proposed or existing, shall be equipped with a clean-out at the property line.
58. Landscape irrigation water shall be provided by a separate water service(s). Irrigation system shall be designed and constructed in compliance with City's Rules and Regulations for recycled water use.
59. Landscape irrigation water needs shall be provided by the City's recycled water system. Developer must submit landscape irrigation plans with utility plans to Water Department for review and for City issued recycled water use license. The irrigation plans must show all existing and proposed potable water piping. Developer must secure recycled water use license before Building Department issues a building permit for Phase I of the project.

60. Decorative water features such as fountains and ponds shall be designed and constructed to include provisions for operating the system without City potable water supply. All decorative water features shall be capable of being physically disconnected from source of potable water supply during City declared water conservation periods. Decorative water features may be permanently connected to City recycling water supply.
61. All trees, existing and proposed, must maintain minimum of ten (10) feet from any existing or proposed Water and Sewer Department facilities. If a City-approved Tree Root Barrier (TRB) is used, the TRB must be a minimum of five feet from existing and proposed Water and Sewer Department facilities, with the tree behind the TRB. Existing trees that conflict must be removed by developer.
62. Any relocation of existing Water Department facilities shall be at Developer's expense.

**FIRE**

63. Approved fire apparatus access roads shall have a minimum 20-foot width, have a minimum 13 ½-foot vertical clearances, and have a minimum 36-foot inside turning radius, as shown on the Site Development Application Drawings dated October 10, 2009.
64. Approved fire apparatus access roads (public/private) shall be established and maintained to within 150 feet of all exterior walls of any building and up to 300 feet where indicated on the Site Development Application Drawings dated October 10, 2009.
65. State the occupancy classification on all plans in accordance with the 2007 California Building Code for each building or areas.
66. Dead-end fire apparatus access roads that exceed 150-feet in length shall be provided with a 75-foot diameter vehicle turnaround or an approved hammerhead turnaround (incorporating the minimum 36-foot inside turning radius), as shown on Site Development Application Drawings dated October 10, 2009.
67. In new buildings, or buildings expanded by more than 20 percent, or buildings in which a change in occupancy classification occurs where adequate interior emergency radio communication is not possible, a system or equipment that will provide emergency radio coverage acceptable to the Fire Code Official shall be installed (2007 SCMFEC 511.1).
68. Private fire hydrants and mains capable of supplying the required fire flow shall be installed when any portion of the building protected is in excess of 150 feet from a water supply, as measured by an approved route around the exterior of the facility or building. On-site fire hydrants and mains capable of supplying the required fire flow shall be provided. Fire flow for hydrants shall be in accordance with Appendix B and C of the 2007 CFC. Show all existing and proposed on-site and city fire hydrants on the site plan at time of Building Permit application.
69. When underground fire service mains are required, submit separate plans, fees and fire flow calculations to the Fire Department for separate review and permit. Each parcel or building may require separate fire service. (NOTE: Stamped and wet signed Civil drawings shall be submitted in conjunction with shop quality drawings by the installing "A" or "C-16" licensed contractor).
70. Any development providing any combination of six (6) or more fire hydrants, fire sprinkler or standpipe services, shall not be served by a dead end water main, but rather served by a looped service with two separate feeds containing fire department connections (FDCs), post indicator valves (PIVs) and private fire hydrants. The FDC and PIV shall be located on the street fronting each building. The FDC shall not supplement, charge, or pressurize

- the private fire service main, but only the building's sprinkler/standpipe/wharf hydrant system it serves. The FDC shall be located within 50 feet of a fire hydrant, plus on the same side of the road as the fire hydrant(s).
71. In private underground piping systems, any dead end pipe, which supplies both sprinkler and hydrants, shall be not less than eight (8) inches in diameter.
  72. An automatic fire sprinkler system is required for all new buildings that have a gross floor area in excess of 3,600 square feet or that are three or more stories in height (2007 SCMFEC 903.2).
  73. An automatic fire sprinkler system shall be provided for all buildings in accordance with the Uniform Building Code based on occupancy classification/square footage/building construction material. A fire alarm system shall be provided in accordance with the Fire Code.

#### **POLICE**

74. The Developer shall provide a minimum illumination of one-foot candle in parking areas and in all common pedestrian or landscaped areas of the development, subject to adjustments by the Police Chief in consultation with Silicon Valley Power and Planning Department as necessary for the project to meet LEED Certification, or equivalent, objectives. The illumination should be deployed in fixtures that are both weather and vandal resistant.
75. A Knox Box or Coded Entry System is required for Police access to enclosed parking lots and gated communities.
76. Landscaping shall be of the type and situated in locations to maximize visibility from the street while providing the desired degree of aesthetics. Security planting materials are encouraged along fence and property lines and under vulnerable windows.
77. Address numbers should be a minimum of twelve (12) inches in height for commercial or industrial buildings. The numbers shall be illuminated during hours of darkness, and in a color that is contrasting to the background material. They shall be clearly visible from the street. Where multiple business units or buildings occupy the same property, each unit/building address shall be clearly visible. A monument sign, preferably at all entrances to the property, shall be prominently displayed showing all unit/building numbers, addresses, etc. A map is recommended for large complexes with multiple streets or walkways.
78. The Developer shall meet the City's guidelines established for radio signal penetration, detailed in the Communications Department's Public Safety Radio System Building Penetration Guidelines. The intended use of telecommunications sites shall be clearly and accurately stated in the use permit. The signal, of whatever nature, of any communications facility or system, shall in no way whatsoever interfere with or affect any Police communication or Police communication system.
79. For each individual address (unit, suite, etc.) phone company records (specifically "911" dispatch) shall reflect the actual address the phone is located at.
80. Any required enclosure (trash area, utility equipment, etc.) if not see through, should be secured and monitored. Any gates or access doors to these enclosures should be locked.
81. Exterior stairs should be open style and well lit.

82. Exterior elevators should be see-through for maximum visibility. All elevators should be well lit and equipped with a security mirror to provide interior and exterior visibility prior to entry or exit.
83. In a development where there is an alley, driveway, etc. providing a rear entrance or access, the address shall be displayed to both the front and rear of the individual buildings. Where an alley, driveway, etc. provides vehicular access, address numbers shall be clearly visible from that access.
84. All business or commercial establishments, of whatever nature, should have a comprehensive internal security plan, tailored to the specific use. This should include, but not be limited to, employee security during working hours, after hours security, disaster preparation, etc. For retail uses, especially where cash is on hand, robbery and cash security protocols should be established. Applicants are encouraged to contact the Santa Clara Police Community Services Unit at (408) 615-4859 for assistance.
85. Public Safety Radio Systems Guidelines have been established by the City of Santa Clara Communications Department for radio signal penetration during emergencies. The developer is advised that the project may be required to install equipment for adequate radio coverage for the City of Santa Clara Radio Communications System, including but not limited to Police and Fire emergency services. The developer should contact the Director of Communications at (408) 615-5571.
86. There shall be positioned near the entrance an illustrative diagram of the complex, which shows the location of the viewer and unit designations within the complex including separate building designations. This diagram shall be illuminated and should be protected by vandal resistant covers.
87. The parking structure, including ramps, corners and entrances, should be illuminated at a minimum of five-foot candles at all hours.
88. The parking structure/site should be equipped with an emergency panic alarm system that reports to a central office. If more than one button is installed, they should be placed no more than 100 feet apart.
89. The parking structure/site should be equipped with emergency telephones.
90. All entrances to parking areas (surface, structure, sub-terranean, etc.) should be posted with appropriate signage to discourage trespassing, unauthorized parking, etc. (See California Vehicle Code Section 22658(a) for guidance).
91. All exterior doors should be adequately illuminated at all hours with their own light source.
92. The 'Parking Structure & Parking Lot Security' recommendations provided to applicant should be considered, with applicable provisions implemented.
93. All business or commercial establishments, of whatever nature, should have an electronic intruder alarm system installed. The system should cover the interior and perimeter of structures determined to be a value target. Also, consideration should be given to exterior areas that are or contain value targets, such as a product display lot, company vehicle parking area, etc.
94. When there is an alley or driveway to the rear of a business or commercial establishment that provides pedestrian or vehicle access, that area should be fenced and locked after hours. A "Knox Box" or similar system should be used for Police and Fire emergency access.

## **STREET**

95. Identified existing mature trees to be maintained. Prepare a tree protection plan for review and approval by the City prior to any demolition, grading or other earthwork in the vicinity of existing trees on the site.
96. Applicant is advised to contact Street Department to obtain required tree removal permits in the event street trees in the public right-of-way are removed are removed. Please contact John Mendoza at 408-615-3080 to facilitate plan review.
97. Prior to issuance of any building, grading, or demolition permit, applicant shall obtain City approval of a site plan showing all existing trees (including size and species), proposed trees (including size and species), existing stormwater drainage facilities, proposed storm water drainage facilities, proposed locations of solid waste containers and, if applicable, a statement on the site plan confirming compliance with Fire Department approved fire apparatus access roads (1998 CFC 902.2.2.1 & 902.2.2.3).
98. Applicant to comply with City Code Section 8.25.285 and recycle or divert at least fifty percent (50%) of materials generated for discards by the project during demolition and construction activities. No building, demolition or site development permit shall be issued unless and until applicant has submitted a construction and demolition debris materials check-off list. After completion of project, applicant shall submit a construction and demolition debris recycling report as stipulated by ordinance, or be subject to monetary, civil, and/or criminal penalties.
99. Incorporate Best Management Practices (BMPs) into construction plans and incorporate post construction water runoff measures into project plans in accordance with the City's Urban Runoff Pollution Prevention Program standards prior to the issuance of permits. Proposed BMPs shall be submitted to and thereafter reviewed and approved by the Planning Division and the Building Inspection Division for incorporation into construction drawings and specifications.
100. The project shall incorporate C3 measures into grading and site design. Identify C3 measures and provide C3 calculations. A Maintenance Agreement for post-construction maintenance of C3 devices/measures shall be required and recorded prior to issuance of building permits.
101. An erosion control plan shall be prepared and copies provided to the Planning Division and to the Building Inspection Division for review and approval prior to the issuance of grading permits or building permits that involve substantial disturbance of substantial ground area.
102. Obtain required permits and inspections from the Building Official and comply with the conditions thereof. If this project involves land area of 15,000 square feet or more, the developer shall file a Notice of Intent (NOI) with the State Water Resources Control Board prior to issuance of any building permit for grading, or construction; a copy of the NOI shall be sent to the City Building Inspection Division. A storm water pollution prevention plan is also required with the NOI.
103. All proposed stormwater treatment vaults shall have a hydrodynamic separator upstream of their installation.
104. All proposed stormwater treatment vaults shall have internal treated distribution plumbing. No external folding racks are permitted.
105. Decorative water features such as fountains and ponds shall be designed and constructed to drain to sanitary sewer only. No discharges allowed to storm drain.

106. All landscaping and irrigation systems shall meet City standard specifications.
107. The Developer is to supply and install City street trees per City specifications, spacing, specie, and size (15 gallon minimum) to be determined by City Arborist.
108. No cutting of any part of City trees, including roots, shall be done without following city tree preservation specifications and securing approval and direct supervision from the City Arborist at 408-615-3080.
109. No cutting of any part of private trees, including roots, shall be done without direct supervision of a certified arborist (Certification of International Society of Arboriculture).
110. Applicant to comply with City Development Guidelines for Solid Waste Services as specified by development type.
111. Provide trash enclosure, the location and design of which shall be approved by the Director of Planning and Inspection prior to issuance of any building permits. The size and shape of the enclosure(s) must be adequate to serve the estimated solid waste and recycling needs and size of the structure, and should be designed and located on the property so as to allow ease of access by collection vehicles.

#### **PLANNING AND BUILDING INSPECTION**

112. Obtain required permits and inspections from the Building Official and comply with the conditions thereof. The developer shall file a Notice of Intent (NOI) with the State Water Resources Control Board prior to issuance of any building permit for grading, or construction; a copy of the NOI shall be sent to the City Building Inspection Division. A storm water pollution prevention plan is also required with the NOI.
113. Developer shall employ green building standards and materials in the site design and construction of the phased campus development project designed to meet USGBC LEED gold standards, or equivalent for new construction.
114. Submit plans for final architectural review to the Planning Division and obtain architectural approval prior to issuance of building permits. Include color palette and materials board.
115. Submit complete landscape plans, including irrigation plan and composite utility and tree layout overlay plan, for Planning review and approval prior to the issuance of occupancy and or final building permits. The overlay plan is to show the location of all utilities, storm drains, catch basins, sewer mains, joint trenches, building footprints, driveways, walkways, and trees. Trees are required to be 10' from public water, storm and sewer facilities unless a City approved Tree Root Barrier (TRB) is used. If a City approved TRB is used the TRB must be a minimum of five feet from the public water, storm and sewer facility with the tree behind the TRB, and specified on the plan.
116. Landscape plan to include type and size of proposed trees. Type and size of tree replacement on project site shall be at the direction of the City Arborist and require Planning review and approval.
117. Type and location of street trees to be reviewed and approved by City Arborist. Coordinate with the Street Department and City Arborist for the type, location, installation and maintenance of street trees fronting the project site along the public right-of-way. Installation of root barriers and super-soil may be required with the installation of trees where electric, water and sewer utilities are in proximity.
118. Submit a lighting plan, including light fixture details, for Planning Department review and approval.

119. It shall be the developer's responsibility through his engineer to provide certification to certify that the drainage design for the subject property will prevent flood water intrusion in the event of a storm of 100-year return period. The developer's engineer shall verify that the site will be protected from off-site water intrusion by designing the on-site grading and storm water collection system using the 100-year hydraulic grade line elevation provided by the City's Engineering Department or the Federal Flood Insurance Rate Map, whichever is more restrictive. Said certification shall be submitted to the City Building Official prior to issuance of building permits.
120. The project will be required to comply with the City's Urban Runoff Pollution Prevention Program, including best management practice measures for construction and post-construction activity, including reducing runoff to public storm drain facilities from rooftops and paved surfaces.
121. Prior to the issuance of grading or building permit, the Developer shall provide to the Planning Division an Operations and Maintenance Agreement approved by the City for post-construction maintenance of C3 devices/measures.
122. The developer shall submit a truck hauling route for demolition, soil, debris and material removal, and construction to the Director of Planning and Inspection for review and approval prior to the issuance of demolition and building permits.
123. Construction activity not confined within a building shall be limited to the hours of 7:00 a.m. to 6:00 p.m. weekdays and not permitted on Saturdays for projects within 500 feet of a residential use. Construction activity confined within a building shall be limited to the hours of 7:00 a.m. to 6:00 p.m. weekdays and 9:00 a.m. to 6:00 p.m. Saturdays for projects within 500 feet of a residential use. Construction activity shall not be allowed on recognized State and Federal holidays.
124. The project shall comply with the mitigation measures identified in the Environmental Impact Report for the Yahoo! Santa Clara Campus Project.
125. The project shall comply with the conditions set forth in the Development Agreement in effect between the City of Santa Clara and Yahoo! for the Yahoo! Santa Clara Campus Project.
126. The project shall be developed in accordance with the demolition and phasing plan (Exhibit "Phasing Plan") for the Yahoo! Santa Clara Campus Project. Existing trees on-site are to be retained and protected during demolition of the individual buildings on the project site. Existing trees, landscaping and site conditions are to be maintained and kept in good condition prior to the initiation of site development for each phase. Changes and alterations to the proposed landscaping and tree protection plans shall be subject to review and approval by the Director of Planning and Inspection, and City Arborist. A tree protection plan shall be included with drawings submitted for demolition, grading or other earthwork in the vicinity of existing trees on the site.
127. In accordance with the Phasing Plan for the Project Exhibit ("Phasing Plans"), within one year of the Effective Date, Developer shall demolish all buildings and improvements south of Democracy Way. At the time of Campus A building permit application, Developer shall demolish the two buildings located on the Campus A site. At the time of Campus B building permit application, Developer shall demolish the two buildings located on the Campus B site.
128. The developer shall submit a truck hauling route for demolition, soil, debris and material

- removal, and construction to the Director of Planning and Inspection for review and approval prior to issuance of any demolition or building permit.
129. For Local Traffic Fee, the Developer shall pay the sum of one dollar (\$1.00) per square foot of new building floor area payable to the City prior to the issuance of any Building Permits or Demolition Permits for that square footage. These Traffic Fees are non-refundable.
  130. For Regional Traffic Fee, the Developer shall pay the sum of one dollar (\$1.00) per square foot of new building floor area building payable to the City prior to the issuance of Building Permit for that square footage. These Traffic Fees are non-refundable.
  131. For Fair Share Traffic Fee, the Developer shall post a bond or letter of credit following execution of the Development Agreement and prior to issuance of Building Permits in the sum of Five Million Six Hundred Forty Six Thousand Two Hundred and Eighty One dollars (\$5,646,281.00) to the City for the Project's contribution to the intersection improvements identified in the EIR and allocated as shown in Exhibit "Fair Share". As specified in the Development Agreement, the bond or letter of credit will be subsequently reduced by the amount of the Regional Traffic Fee collected by the City for each Phase of the development. Fair Share fees paid by the Developer must be expended within five (5) years of receipt by the City of the initial bond or letter of credit toward improvements to the intersections identified for mitigation in the certified Environmental Impact Report for the Project, as shown in Exhibit "Fair Share" otherwise Developer's fair share obligation shall be null and void and returned to the Developer. The City may call the bond or letter of credit for an amount equal to the Developer's fair share, less applicable regional fees collected anytime following the approval of a contract associated with the identified improvements by the lead agency.
  132. Developer shall construct improvements along Tasman Drive, between Old Ironsides Drive and Patrick Henry Drive, within (5) five years of the Effective date. Improvements shall include moving the curb and gutter, construction of a new bus turnout, a sidewalk and landscaping, all as shown in Exhibit "Plans".
  133. Developer shall construct traffic mitigation intersection improvements as specified in the certified EIR for Great America Parkway and Patrick Henry Drive prior to occupancy of Phase 1; unless a Traffic Study is submitted by the Developer and accepted by the City that demonstrates that the improvements are not required until a subsequent Phase of Project development at which time the improvement shall be required and the construction of which shall be completed prior to the occupancy of that Phase.
  134. The Developer shall participate in exploring the feasibility of adding transportation services to link businesses with multi-modal transit in cooperation with the City, other public agencies, and other local business interests.
  135. The Developer/ Owner shall implement the project Transportation Demand Management (TDM) program that may include, but not limited to, the following, or alternative equivalent, elements to reduce vehicle trips:
    - *Eco Pass* for all employees, providing free rides on Santa Clara County's local transit agency, the Santa Clara Valley Transportation Authority (VTA)
    - *25% Transit Subsidy* for transit agencies other than the VTA, including Caltrain, ACE, Capitol Corridor, BART, MUNI, and other
    - *Monthly Vanpool Subsidy*



- *Commuter Tax Benefits* through WageWorks offering pre-tax deduction per month for transit and pre-tax deduction per month for parking
  - *Free "Last Mile" Shuttles* to local train systems (e.g. Caltrain, Amtrak, ACE)
  - *Free WiFi Commuter Buses* direct from areas like San Francisco and the TriValley area
  - *Interoffice Shuttles* connecting to Sunnyvale offices
  - *Internal Carpool Matching Program* utilizing zip code matching
  - *Regional Carpool Matching Program* through 511
  - *Personalized Commute Assistance* offered by a Commute Coordinator
  - *Preferred parking for Carpools and Vanpools* located near entrances to every building
  - *Bicycle Lockers and/or Bicycle Racks* near entrances to every building
  - *Showers* for cyclists and pedestrians, offering clean towel service, complimentary toiletries, hair dryers, and ironing boards
  - *Regular postings and articles* with local commute information offered via email and on Yahoo!'s corporate news site
  - *Intranet Site* featuring transit, bike, ridesharing and telework information
  - *New Hire Orientation* presentations focusing on commute alternatives from Day 1
  - *Centrally-Located Kiosks* with transit schedules, bike and transit maps, and other commute alternative information
  - *Periodic Events* which connect employees with local transit agencies and transportation organizations (e.g. Spare the Air Fair, Bike to Work Day)
  - *Onsite amenities* which allow employees to complete errands without a car, such as bicycle repair, dry cleaning, oil changes, carwash, haircuts, dental services, cafeteria, coffee bars, fitness center, massage services, mail and shipping services, convenience store, ATM, gift store.
136. Applicant/property owner shall monitor the project TDM program and submit an annual report to the Director of Planning and Inspection of company employee participation in the project TDM program to achieve reductions in work-related vehicle trips.
137. The applicant/property owner shall contribute \$450,000 to the Housing Fund.

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**DEVELOPMENT AGREEMENT  
BETWEEN  
THE CITY OF SANTA CLARA,  
a chartered California municipal corporation,  
AND  
YAHOO!, INC.**

**EXHIBIT "MMRP"**

**(MITIGATION MONITORING AND REPORTING PROGRAM)**

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**MITIGATION MONITORING OR REPORTING PROGRAM**

**YAHOO  
SANTA CLARA CAMPUS  
PROJECT**

**CITY OF SANTA CLARA**

**February 2010**

## P R E F A C E

Section 21081 of the California Environmental Quality Act (CEQA) requires a Lead Agency to adopt a Mitigation Monitoring or Reporting Program whenever it approves a project for which measures have been required to mitigate or avoid significant effects on the environment. The purpose of the monitoring or reporting program is to ensure compliance with the mitigation measures during project implementation.

The Final EIR concluded that the implementation of the project could result in a number of significant effects on the environment and mitigation measures were incorporated into the proposed project or are required as a condition of project approval. This Mitigation Monitoring or Reporting Program addresses those measures in terms of how and when they will be implemented.

This document does *not* discuss those subjects for which the Final EIR concluded that the impacts from implementation of the project would be less-than-significant.

**MITIGATION MONITORING AND REPORTING PROGRAM  
YAHOO SANTA CLARA CAMPUS PROJECT**

Impact	Mitigation	Timeframe for Implementation	Responsibility for Implementation	Oversight of Implementation
<b>AIR QUALITY</b>				
Construction of the proposed project would result in short-term air quality impacts associated with dust and particulate generation. <b>(Significant Temporary Impact)</b>	<p>The following dust control measures will be implemented during all construction phases: 1) Water all active construction areas at least twice daily and more often during windy periods (wind speeds of 25 mph or greater). 2) Cover all trucks hauling soil, sand, and other loose materials or require all trucks to maintain at least two feet of freeboard. 3) Pave, apply water three times daily, or apply (non-toxic) soil stabilizers on all unpaved access roads, parking areas and staging areas at construction sites. 4) Sweep daily (preferably with water sweepers) all paved access roads on-site, parking areas and staging areas at construction sites. 5) Sweep streets daily (preferably with water sweepers) if visible soil material is carried onto adjacent public streets. 6) Hydroseed or apply non-toxic soil stabilizers to inactive construction areas. 7) Enclose, cover, water twice daily or apply non-toxic soil binders to exposed stockpiles (dirt, sand, etc.). 8) Limit traffic speeds on unpaved roads or other surfaces to 15 mph. 9) Install sandbags or other erosion control measures to prevent silt runoff to public roadways and stormwater inlets. 10) Replant vegetation in disturbed areas as quickly as possible.</p> <p><b>Less Than Significant With Mitigation</b></p>	During all construction phases	Project applicant	<p>Director of Planning and Inspection</p> <p>Director of Public Works</p>
<b>BIOLOGICAL RESOURCES</b>				
Construction activities could result in the abandonment of active raptor nests or destruction of other migratory bird's nests. <b>(Significant Impact)</b>	1) Construction shall be scheduled to avoid the nesting season to the extent feasible. The nesting season for most birds, including most raptors, in the San Francisco Bay area extends from February through August. 2) If it is not possible to schedule demolition and construction between September and January, then pre-construction surveys for nesting birds shall be completed by a qualified ornithologist to ensure that no nests will be disturbed during project implementation. This survey shall be completed no more than 14	Prior to issuance of demolition or grading permits.	Project applicant.	<p>Director of Planning and Inspection</p> <p>California Department of Fish and Game</p>

**MITIGATION MONITORING AND REPORTING PROGRAM  
YAHOO SANTA CLARA CAMPUS PROJECT**

<b>Impact</b>	<b>Mitigation</b>	<b>Timeframe for Implementation</b>	<b>Responsibility for Implementation</b>	<b>Oversight of Implementation</b>
<b>BIOLOGICAL RESOURCES</b> <i>Continued</i>				
Please see previous page	<p>days prior to the initiation of grading, tree removal, or other demolition or construction activities during the early part of the breeding season (February through April) and no more than 30 days prior to the initiation of these activities during the late part of the breeding season (May through August). During this survey, the ornithologist will inspect all trees and other possible nesting habitats immediately adjacent to the construction areas for nests. If an active nest is found sufficiently close to work areas to be disturbed by construction, the ornithologist, in consultation with CDFG, will determine the extent of a construction-free buffer zone to be established around the nest, typically 250 feet, to ensure that raptor or migratory bird nests will not be disturbed during project construction.</p> <p><b>Less Than Significant With Mitigation</b></p>	Please see previous page	Please see previous page	Please see previous page
<b>CULTURAL RESOURCES</b>				
Implementation of the proposed project could result in the discovery of previously unknown historic artifacts, Native American artifacts, and/or human remains. <b>(Significant Impact)</b>	<p>1) A qualified archaeologist will be on site to monitor the initial excavation of native soil once all pavement and engineered soil is removed from the project site. After monitoring the initial excavation, the archaeologist will make recommendations for further monitoring if it is determined that the site has cultural resources. If the archaeologist determines that no resources are likely to be found on site, no additional monitoring will be required. 2) In the event that prehistoric or historic resources are encountered during excavation and/or grading of the site, all activity within a 50-foot radius of the find will be stopped, the Director of Planning and Inspection will be notified, and the archaeologist will examine the find and make appropriate recommendations prior to issuance of building permits.</p>	During all phases of excavation of the site.	Project Applicant	Director of Planning and Inspection



**MITIGATION MONITORING AND REPORTING PROGRAM  
YAHOO SANTA CLARA CAMPUS PROJECT**

Impact	Mitigation	Timeframe for Implementation	Responsibility for Implementation	Oversight of Implementation
<b>CULTURAL RESOURCES</b> <i>Continued</i>				
Please see previous page	<p>Recommendations could include collection, recordation, and analysis of any significant cultural materials. A report of findings documenting any data recovery during monitoring would be submitted to the Director of Planning and Inspection. 3) In the event that human remains are discovered during excavation and/or grading of the site, all activity within a 50-foot radius of the find will be stopped. The Santa Clara County Coroner will be notified and shall make a determination as to whether the remains are of Native American origin or whether an investigation into the cause of death is required. If the remains are determined to be Native American, the Coroner will notify the Native American Heritage Commission (NAHC) immediately. Once NAHC identifies the most likely descendants, the descendants will make recommendations regarding proper burial, which will be implemented in accordance with Section 15064.5(e) of the CEQA Guidelines.</p> <p><b>Less Than Significant With Mitigation</b></p>	Please see previous page	Please see previous page	Please see previous page
<b>ENERGY</b>				
Construction and operation of the project will result in a substantial net increase in energy usage. <b>(Significant Impact)</b>	<p>1) The project shall be designed to meet the Leadership in Energy and Environmental Design (LEED) Gold standards. Final green building design features must be approved by the Director of Planning and Inspection. 2) The project buildings shall exceed Title 24 energy requirements by a minimum of 10 percent to the satisfaction of the Director of Planning and Inspection. 3) The project shall include reflective, <i>EnergyStar</i>™ cool roofs. Cool roofs decrease roofing maintenance and replacement costs, improve building comfort, reduce impact on surrounding air temperatures, reduce peak electricity demand, and reduce waste stream of roofing debris. 4) The project</p>	During all construction phases	Project Applicant	Director of Planning and Inspection.

**MITIGATION MONITORING AND REPORTING PROGRAM  
YAHOO SANTA CLARA CAMPUS PROJECT**

Impact	Mitigation	Timeframe for Implementation	Responsibility for Implementation	Oversight of Implementation
<b>ENERGY <i>Continued</i></b>				
<p>The proposed project would increase jobs, increasing commuting into the City and increasing vehicle miles traveled. (Significant Impact)</p>	<p>shall utilize local and regional building materials to the extent feasible in order to reduce energy consumption associated with transporting materials over long distances. 5) The project shall utilize building products that contain post-consumer recycled materials. 6) The project shall include photovoltaic (i.e., solar electric) systems on rooftops to the satisfaction of the Director of Electric Utility. 7) The project will include dual plumbing in all buildings.</p> <p><b>Less Than Significant With Mitigation</b></p>	Please see previous page	Please see previous page	Please see previous page
<b>HAZARDOUS MATERIALS</b>				
<p>Implementation of the proposed project could expose construction workers and future maintenance workers to soil contamination related to agricultural operations. (Significant Impact)</p>	<p>1) Prior to the issuance of grading permits, shallow soil samples shall be taken to determine the location of contaminated soils with concentrations above established construction/trench worker thresholds. The soil sampling plan must be reviewed and approved by the Santa Clara Fire Chief prior to initiation of work. Any contaminated soils found in concentrations above established thresholds shall be removed and disposed of according to California Hazardous Waste Regulations. The contaminated soil removed from the site shall be hauled off-site and disposed of at a licensed hazardous materials disposal site. 2) A Site Management Plan (SMP) will be prepared to establish management practices for handling impacted groundwater and/or soil material that may be encountered during site development and soil-disturbing activities. Components of the SMP will include: a detailed discussion of the site background; preparation of a Health and Safety Plan by an industrial hygienist; notification procedures if previously undiscovered significantly impacted soil or free fuel product is encountered during construction; on-site soil reuse guidelines based on the California RWQCB, San Francisco Bay Region's reuse policy; sampling and laboratory analyses of excess soil</p>	During demolition phase	Project Applicant	<p>Director of Planning and Inspection</p> <p>Santa Clara Fire Department – Hazardous Materials Division</p> <p>OSHA</p>

MITIGATION MONITORING AND REPORTING PROGRAM YAHOO SANTA CLARA CAMPUS PROJECT				
Impact	Mitigation	Timeframe for Implementation	Responsibility for Implementation	Oversight of Implementation
<b>HAZARDOUS MATERIALS</b> <i>Continued</i>				
The project proposes to demolish the existing buildings which could release asbestos particles and expose construction workers and nearby building tenants to harmful levels of asbestos. <b>(Significant Impact)</b>	requiring disposal at an appropriate off-site waste disposal facility; soil stockpiling protocols; and protocols to manage ground water that may be encountered during trenching and/or subsurface excavation activities. Prior to issuance of grading permits, a copy of the SMP must be approved by the Santa Clara County Environmental Health Department, the City's Director of Planning and Inspection, and the Santa Clara Fire Chief.			
	<b>Less Than Significant With Mitigation</b>			
	1) All potentially friable ACMs shall be removed in accordance with National Emissions Standards for Hazardous Air Pollutants (NESHAP) guidelines prior to building demolition. All demolition activities will be undertaken in accordance with Cal/OSHA standards contained in Title 8 of CCR, Section 1529, to protect workers from exposure to asbestos. 2) A registered asbestos abatement contractor shall be retained to remove and dispose of ACMs identified in accordance with the standards stated above. 3) Materials containing more than one percent asbestos are also subject to BAAQMD regulations. Removal of materials containing more than one percent asbestos shall be completed in accordance with BAAQMD requirements. 4) The demolition and removal of all building materials coated with lead-based paint will be completed in accordance with the CAL/OSHA Lead in Construction Standard requirements as found in Title 8 of the California Code of Regulations (CCR 1532.1).	Prior to issuance of grading permits	Project Applicant	Director of Planning and Inspection  Santa Clara Fire Department – Hazardous Materials Division  Santa Clara County Environmental Health Department
	<b>Less Than Significant With Mitigation</b>			

**MITIGATION MONITORING AND REPORTING PROGRAM  
YAHOO SANTA CLARA CAMPUS PROJECT**

Impact	Mitigation	Timeframe for Implementation	Responsibility for Implementation	Oversight of Implementation
<b>HYDROLOGY</b>				
<p>Construction activities would generate dust, sediment, litter, oil, paint, and other pollutants that would temporarily contaminate runoff from the site. (Significant Impact)</p>	<p>1) Burlap bags filled with drain rock shall be installed around storm drains to route sediment and other debris away from the drains. 2) Earthmoving or other dust-producing activities shall be suspended during periods of high winds. 3) All exposed or disturbed soil surfaces shall be watered at least twice daily to control dust as necessary. 4) Stockpiles of soil or other materials that can be blown by the wind shall be watered or covered. 5) All trucks hauling soil, sand, and other loose materials shall be covered and all trucks would be required to maintain at least two feet of freeboard. 6) All paved access roads, parking areas, staging areas and residential streets adjacent to the construction sites shall be swept daily (with water sweepers). 7) Vegetation in disturbed areas shall be replanted as quickly as possible. 8) All unpaved entrances to the site shall be filled with rock to knock mud from truck tires prior to entering City streets. A tire wash system may also be employed at the request of the City. 9) A Storm Water Permit will be administered by the RWQCB. Prior to construction grading for the proposed land uses, the project proponent will file a "Notice of Intent" (NOI) to comply with the General Permit and prepare a SWPPP which addresses measures that would be included in the project to minimize and control construction and post-construction runoff. Measures will include, but are not limited to, the aforementioned RWQCB mitigation. 10) The project proponent will submit a copy of the draft SWPPP to the City of Santa Clara for review and approval prior to start of construction on the project site. The certified SWPPP will be posted at the project site and will be updated to reflect current site conditions. 11) When construction is complete, a Notice of Termination (NOT) for the General Permit for Construction will be filed with the RWQCB and the City of Santa Clara. The NOT will document that all elements of the SWPPP have been executed, construction materials and waste have been properly disposed of, and a post-construction storm water management plan is in place as described</p>	<p>During construction phase and post-construction</p>	<p>Project applicant</p>	<p>Director of Planning and Inspection  Regional Water Quality Control Board</p>

MITIGATION MONITORING AND REPORTING PROGRAM YAHOO SANTA CLARA CAMPUS PROJECT				
Impact	Mitigation	Timeframe for Implementation	Responsibility for Implementation	Oversight of Implementation
<b>HYDROLOGY</b> <i>Continued</i>				
Please see previous page	<p>in the SWPPP for the site. 12) As part of the mitigation for post-construction runoff impacts addressed in the SWPPP, the project will implement regular maintenance activities (i.e., sweeping, maintaining vegetative swales, litter control, and other activities as specified by the City) at the site to prevent soil, grease, and litter from accumulating on the project site and contaminating surface runoff. Storm water catch basins will be stenciled to discourage illegal dumping. 13) The proposed project will be required to record an Operation &amp; Management (O&amp;M) Agreement with the City to ensure continued maintenance and performance of post-construction measures including CDS units and roof-drainage systems.</p> <p><b>Less Than Significant With Mitigation</b></p>	Please see previous page	Please see previous page	Please see previous page
<b>NOISE</b>				
<p>Pile driving will have a temporary significant noise impact on nearby residences.</p> <p><b>(Significant Temporary Impact)</b></p>	<p>1) The holes for the piles will be pre-drilled. 2) Pile driving will be prohibited on weekends and holidays. 3) Temporary noise barriers will be installed around the pile driving equipment when it is in operation.</p> <p><b>Less Than Significant With Mitigation</b></p>	During all construction phases	Project applicant	<p>Director of Planning and Inspection</p> <p>Director of Public Works</p>

**MITIGATION MONITORING AND REPORTING PROGRAM  
YAHOO SANTA CLARA CAMPUS PROJECT**

Impact	Mitigation	Timeframe for Implementation	Responsibility for Implementation	Oversight of Implementation
<b>TRANSPORTATION</b>				
<p>Implementation of the proposed project would have a significant impact on 14 intersections during one or both of the peak hours. <b>(Significant Impact)</b></p>	<p>The project will construct a second northbound left-turn lane and a free right turn on the eastbound approach of the Great America Parkway and Patrick Henry Drive intersection. A fourth southbound through lane on Great America Parkway (from Patrick Henry Drive to Mission College Boulevard) will also be constructed to receive the right turn movement traffic.</p> <p>The City of Santa Clara will collect an impact fee equal to one dollar per square foot of development. In addition, the project proposes to pay a fair share contribution toward improvement of those impacted intersections for which there are currently approved and funded programs by the City of San José, the County of Santa Clara and/or the City of Santa Clara, as applicable. All fees will be paid directly to, and administered by, the City of Santa Clara.</p> <p><b>Less Than Significant With Mitigation</b></p>	<p>Construction of the roadway improvements will be completed prior to issuance of occupancy permits.</p> <p>Impact fee payable prior to issuance of building permits. Fair share contribution payable prior to issuance of occupancy permits</p>	<p>Project Applicant</p>	<p>Director of Planning and Inspection</p> <p>Director of Public Works</p>

**SOURCE**

City of Santa Clara, **Final EIR for the Yahoo Santa Clara Campus Project**, February 2010.

**DEVELOPMENT AGREEMENT  
BETWEEN  
THE CITY OF SANTA CLARA,  
a chartered California municipal corporation,  
AND  
YAHOO!, INC.**

**EXHIBIT "FAIR SHARE"  
(FAIR SHARE TRAFFIC FEES)**

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**Yahoo! Santa Clara Campus Traffic Mitigation  
Fair Share Improvement Costs**

Inter. #	Intersection Name	Improvement Cost/Fee <sup>2</sup>	Background Delay	Project Delay	Diff.	Project Trips	Project Share	Total
<i>City of Santa Clara Intersections</i>								
7	Great America Parkway & Mission College Boulevard <sup>2</sup>	\$5,242,000	97.6	154.5	56.9		58.30%	\$3,056,086
33	San Tomas Expressway & El Camino Real <sup>3</sup>	\$1,040,000	85.4	89.8	4.4		5.15%	\$53,560
34	San Tomas Expressway & Benton Street <sup>4</sup>	\$5,800,000	86.3	94.8	8.5		9.85%	\$571,300
35	San Tomas Expressway & Homestead Road <sup>4</sup>	\$5,800,000	102.0	111.6	9.6		9.41%	\$545,780
38	San Tomas Expressway & Saratoga Avenue <sup>4</sup>	\$658,000	85.0	92.6	7.6		8.94%	\$58,825
39	San Tomas Expressway & Stevens Creek Boulevard <sup>4</sup>	\$5,800,000	118.4	122.6	4.2		3.55%	\$205,900
75	Lawrence Expressway & Homestead Road <sup>5</sup>	\$2,600,000	81.4	84.5	3.1		3.81%	\$99,060
<i>City of Santa Clara Subtotal</i>								<b>\$4,590,511</b>
<i>City of San Jose Intersections</i>								
104	North First Street & Montague Expressway <sup>6</sup>	\$10,000,000	97.4	100.5		83		\$157,700
109	Oakland Road & Montague Expressway	\$18,000,000	67.2	67.8		55		\$46,750
113	Lawrence Expressway & I-280 Southbound On-Ramp <sup>5</sup>	\$11,500,000	84.3	87.4	3.1		3.68%	\$423,200
115	Lawrence Expressway & Bollinger Road/Moorpark Avenue	\$5,200,000	107.6	111.7	4.1		3.81%	\$198,120
<i>City of San Jose Subtotal</i>								<b>\$825,770</b>
<i>City of Milpitas Intersections</i>								
125	Abel Street & Calaveras Boulevard <sup>6</sup>	\$55,000,000	91.2	94.7		51		\$127,500
126	Milpitas Boulevard & Calaveras Boulevard <sup>6</sup>	\$55,000,000	124.4	128.3		41		\$102,500
<i>City of Milpitas Subtotal</i>								<b>\$230,000</b>
<b>Total</b>								<b>\$5,646,281</b>

<sup>2</sup> Cost estimates obtained from City of Santa Clara 2008-09 Capitol Improvement Project Budget.

<sup>3</sup> Cost estimates obtained from City of Santa Clara Traffic Mitigation Program Annual Report, February 2008.

<sup>4</sup> Cost estimates obtained from San Tomas Business Park TIA (Hexagon).

<sup>5</sup> Cost estimates obtained from Comprehensive County Expressway Planning Study (2008).

<sup>6</sup> Per City of Santa Clara (Debby Fernandez), these cost estimates are based on the number of project trips at the study intersections (\$1,900 per trip at N First/Montague, \$850 per trip at Oakland/Montague, and \$2,500 per trip at Milpitas intersections).

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# **ADDENDUM**

## **2010 Yahoo Santa Clara Campus Project**

### **Final Environmental Impact Report**

#### **City of Santa Clara**

**August 2019**

#### **1.1 PURPOSE OF ADDENDUM**

The California Environmental Quality Act (CEQA) recognizes that between the date an environmental document is certified and the date the project is fully implemented, one or more of the following changes may occur: 1) the project may change; 2) the environmental setting in which the project is located may change; and/or 3) previously unknown information can arise. Before proceeding with a project, CEQA requires the lead agency to evaluate these changes to determine whether or not they affect the conclusions in the environmental document, consistent with relevant case law.

In May 2010, the City of Santa Clara approved the Yahoo Santa Clara Campus project and certified the Environmental Impact Report (EIR).<sup>1</sup> Additionally, the City adopted CEQA Findings of Fact, a Statement of Overriding Consideration, and a Mitigation Monitoring and Reporting Program for the project (Resolution No. 10-7724). The approved project also included a Development Agreement between the City of Santa Clara and the project applicant. The original Development Agreement, approved on May 25, 2010, has a ten-year term (expiring in 2020), with the possibility to obtain two five-year extensions from the City (for an ultimate expiration of 2030).

Since the original approval of the project and Development Agreement in 2010, one change has been proposed by the applicant, which is to extend the assumed buildout date from 2030 to 2033. The proposed extension of the Development Agreement to 2033 is the subject of this Addendum. Because the City's decision on this change is discretionary, the City must determine whether any of the changes described in Section 15162 of the CEQA Guidelines has occurred.

The CEQA Guidelines Section 15162 states that when an EIR has been certified or a negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in light of the whole record, one or more of the following:

1. Substantial changes are proposed in the project which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
2. Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR due to the involvement of

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<sup>1</sup> State Clearinghouse Number: 2008092011

new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

3. New information of substantial importance, which was not known and could have not been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete, shows any of the following:
  - a. The project will have one or more significant effects not discussed in the previous EIR;
  - b. Significant effects previously examined will be substantially more severe than shown in the previous EIR;
  - c. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
  - d. Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measures or alternative.

The CEQA Guidelines Section 15164 states that the lead or responsible agency shall prepare an addendum to a previously certified EIR if changes or additions to the project are necessary but none of the conditions described in Section 15162 (see above) calling for preparation of a subsequent EIR have occurred.

## **1.2 PROPOSED CHANGE TO THE APPROVED PROJECT**

The approved Yahoo Santa Clara Campus Project includes the development of a 48.6-acre property with an approximately three million square-foot office/research and development/commercial campus consisting of 13 six-story buildings, three two-story commons buildings, surface parking, below grade parking, landscaping, and public and private improvements. The project includes the vacation of Democracy Way, relocation of existing utilities, installation of new facilities, and dedication of land for City construction of a substation.

The 2010 EIR analyzed the Yahoo Santa Clara Campus Project on the basis that its construction would be completed by 2030, which is consistent with the Development Agreement's original 10-year term (expiring in 2020) plus two five-year extensions (for completion of construction by 2030). The proposed project would extend the project's Development Agreement expiration date to allow completion of construction by 2033. All previously analyzed components of the project, including proposed land uses, intensity of development, and site configuration would remain the same.

## **1.3 ENVIRONMENTAL IMPACTS OF THE PROPOSED CHANGE**

The proposed time extension of the project Development Agreement would not result in a substantial change to the project's environmental impacts, mitigation measures or alternatives. The approved EIR analyzed the following potential environmental impacts for the project:

- Land Use
- Visual
- Geology and Soils
- Hydrology
- Vegetation and Wildlife
- Hazardous Materials
- Cultural Resources
- Transportation and Circulation
- Air Quality
- Noise
- Utilities
- Energy
- Public Facilities and Services

The 2019 modified project would not negatively affect the environmental impacts analyzed in the 2010 EIR because the overall development capacity of the project would remain the same and there have been no substantial changes in the existing setting that would result in new or increased significant impacts. No changes to the physical characteristics of the project, including the proposed land uses, intensity of development, and site configuration are being contemplated. The extension of the Development Agreement for an additional three years beyond what was originally analyzed will not cause any new environmental impacts or exacerbate any impacts identified in the original analysis. In fact, the proposed three-year extension of the project's EIR-assumed construction completion date could result in reduced Air Quality and Energy impacts because construction equipment, trucks, and passenger vehicles in California are expected to be cleaner and more efficient in 2033 than in 2030.

With regard to traffic, the 2010 project trips have been accounted for as part of the background conditions in subsequent development proposals, so they have been addressed relative to new development and any changes to the roadway network.

No new mitigation measures or alternatives that were rejected or unknown in 2010, and that would substantially reduce one or more significant environmental effects, have since become feasible.

Finally, no new information of substantial importance, which was not known or knowable with reasonable diligence at the time of the original analysis, reveals new impacts, an increase in the severity of identified impacts, or any new possible mitigation measures.

Because the proposed time extension does not meet any of the conditions under CEQA Guidelines Section 15162 requiring a new EIR, this Addendum has been prepared per CEQA Guidelines Section 15164.

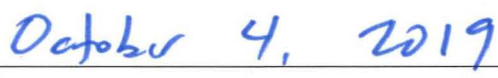
#### 1.4 CONCLUSION

Based on the above discussion, none of the criteria for preparation of a subsequent EIR under CEQA Guidelines section 15162 is implicated by a three-year extension of the project Development Agreement. An EIR Addendum has therefore been appropriately prepared, pursuant to Section 15164.

Pursuant to CEQA Guidelines Section 15164(c), this Addendum need not be circulated for public review, but will be included in the public record file for the Yahoo Santa Clara Campus Project.

Andrew Crabtree  
Director of Community Development

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Date

ORDINANCE NO. \_\_\_\_

**AN ORDINANCE OF THE CITY OF SANTA CLARA, CALIFORNIA,  
APPROVING THE FIRST AMENDMENT TO THE DEVELOPMENT  
AGREEMENT BETWEEN THE CITY OF SANTA CLARA AND  
INNOVATION COMMONS OWNER LLC (PREVIOUSLY YAHOO)  
FOR THE PROPERTY LOCATED AT 5010 OLD IRONSIDES  
DRIVE, SANTA CLARA**

**[Original Ordinance No. 1858 Adopted May 11, 2010]**

**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 Yahoo!, Inc., a Delaware corporation (“Yahoo”) entered into a Development Agreement dated May 25, 2010, recorded June 28, 2010 as Document No. 2075596, and re-recorded on October 1, 2010 as Document No. 20896671 in the Official Records of Santa Clara County (the “Development Agreement”), as well as an Operating Memorandum between the City and Yahoo, recorded June 17, 2015 as Document No. 22989859, in the Santa Clara County Clerk-Recorder’s Office, which was amended by that certain First Amendment to Operating Memorandum between City and Yahoo, recorded December 2, 2015 as Document No. 23106419, in the Santa Clara County Clerk-Recorder’s Office (collectively, the “Memoranda”). The Development Agreement and Memoranda concerned that certain real property consisting of nine lots located at 5010 Old Ironsides Drive (the “Project Site”);

**WHEREAS**, the Development Agreement authorizes the development of the Project Site with up to 3.06 million square feet of office/R&D/commercial uses consisting of 13 six-story buildings, three two-story commons buildings, surface parking, two levels of below grade parking, site circulation, landscaping, and public and private improvements (the “Project”);

**WHEREAS**, on May 10, 2010, in Resolution 10-7724, the City Council certified an Environmental Impact Report (“EIR”) for the Project;

**WHEREAS**, on or about June 16, 2016, Yahoo and LeEco Real Estate Group, LLC, a Delaware limited liability company (“LeEco”) entered into an Assignment of Development Agreement wherein Yahoo conveyed all of its rights, title and interests under the Development Agreement to LeEco and LeEco agreed to be bound by and perform all of Yahoo’s obligations under the Development Agreement and Memoranda. On or about June 28, 2018, LeEco transferred all of its rights and obligations in the Development Agreement to Innovations Commons Owner LLC, a Delaware limited liability company (“Developer”);

**WHEREAS**, Developer is the successor in interest to Yahoo under the 2010 Development Agreement;

**WHEREAS**, Section 11.1 of the Original Development Agreement provides that City and Yahoo, by mutual consent, may modify the terms of the Original Agreement;

**WHEREAS**, on May 6, 2019, Andrea Jones (“Applicant”), on behalf of Developer, applied for a “First Amendment to Development Agreement” , attached hereto and incorporated herein by this reference (“Amendment No. 1”) to extend the term of the Development Agreement for three additional years, with the proposed new expiration date of the Development Agreement of June 24, 2023;

**WHEREAS**, as a result of the application for Amendment No. 1, City staff prepared an Addendum to the 2010 Final EIR for the Yahoo Santa Clara Campus Project, attached hereto and incorporated herein by this reference;

**WHEREAS**, Santa Clara City Code (SCCC) Section 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 October 23, 2019, the Planning Commission conducted a duly noticed public hearing to consider Amendment No. 1, at the conclusion of which, the Planning Commission voted to recommend that the City Council approve Amendment No. 1;



**WHEREAS**, on December 18, 2019, the City published notice of a public hearing to be conducted on January 14, 2020 to consider Amendment No. 1 in the Weekly, a newspaper of general circulation, and on December 10, 2019, the City mailed notice to all property owners located within 1,000 feet of the Project Site and posted a notice of the public hearing in three conspicuous locations within 300 feet of the Project Site;

**WHEREAS**, on December 10, 2019, the City also mailed notice to each local agency expected to provide water, sewage, streets, roads, schools, or other essential facilities or services to the Project; and

**WHEREAS**, on January 14, 2020, the City Council conducted a public hearing to consider Amendment No. 1, at which time the Council received and considered all 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 of the foregoing recitals are true and correct.

**SECTION 2:** The City Council finds that consideration of Amendment No. 1 is based on the Addendum to the 2010 Final EIR for the Yahoo Santa Clara Campus Project. The City Council has reviewed the Addendum, and based upon its independent judgment, finds that it is complete and complies in all aspects with CEQA.

**SECTION 3:** Pursuant to Government Code section 65867.5, the City Council hereby finds that the provisions of Amendment No. 1 are consistent with the General Plan, in that it would locate an industrial office campus development in proximity to workforce housing, commercial uses, services, and major transportation corridors. The General Plan's stated goals include locating higher-intensity employment centers near major transit services and major transportation corridors to reduce vehicle miles traveled and providing sufficient industrial land to meet the demand for local employment and retention of the City's economic base.

**SECTION 4:** The City Council has reviewed Amendment No. 1 and based on its review finds that

the Development Agreement, as amended by Amendment No. 1, complies with all requirements of Government Code section 65865.2 [entitled "Contents" (of a Development Agreement)].

**SECTION 5:** The City Council hereby approves Amendment No. 1, substantially in the form attached hereto.

**SECTION 6:** The City Manager is hereby authorized to execute Amendment No. 1 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 City Attorney prior to execution thereof. The City Manager, or designee, is also authorized and directed to take any action and execute any documents or agreements 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 Amendment No. 1, the City Clerk shall cause Amendment No. 1 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 offense or act committed or done or any penalty or forfeiture incurred or any right established or accruing before the effective date of this ordinance; nor shall it affect any prosecution, suit or proceeding pending or any judgment rendered prior to the effective date of this ordinance. All fee schedules shall remain in force until superseded by the fee schedules adopted by the City Council.

**SECTION 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 \_\_\_\_ day of \_\_\_\_\_, 2020, by the following vote:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST:

\_\_\_\_\_  
NORA PIMINTEL, MMC  
ASSISTANT CITY CLERK  
CITY OF SANTA CLARA

Attachments incorporated by reference:

1. Amendment No. 1 to the Development Agreement with Innovation Commons Owner LLC

\\\\SRVFSPROD01\\Electric\\Datafile\\PLANNING\\2017\\Project Files Active\\PLN2017-12924 3005 Democracy Way\\DA Extension\\Development Agreement Ordinance.doc

**RECORDING REQUESTED BY  
and When Recorded Mail To:**

City of Santa Clara  
City Clerk's Office  
1500 Warburton Avenue  
Santa Clara, California 95050

This document is exempt from payment of a  
recording fee pursuant to California  
Government Code Section 6103.

Recorder's Stamp

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN THE CITY OF  
SANTA CLARA AND INNOVATION COMMONS OWNER LLC**

This FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this "**First Amendment**"), dated as of \_\_\_\_\_, 2020 (the "**First Amendment Effective Date**"), is entered into by and between the CITY AND OF SANTA CLARA, a chartered California municipal corporation (the "**City**"), and INNOVATION COMMONS OWNER LLC, a Delaware limited liability company ("**Developer**"), with reference to the following facts and circumstances:

**RECITALS**

A. The City and Yahoo! Inc., a Delaware corporation ("**Yahoo**") entered into that certain Development Agreement, dated May 25, 2010, recorded June 28, 2010 as Document No. 2075596, and re-recorded October 1, 2010 as Document No. 20896671, in the Santa Clara Clerk-Recorder's Office ("**Development Agreement**"), as well as that certain Operating Memorandum between the City and Yahoo, recorded June 17, 2015 as Document No. 22989859, in the Santa Clara County Clerk-Recorder's Office, which was amended by that certain First Amendment to Operating Memorandum between City and Yahoo, recorded December 2, 2015 as Document No. 23106419, in the Santa Clara County Clerk-Recorder's Office (collectively, the "**Memoranda**"). All capitalized terms used but not defined herein shall have the meanings assigned to them in the Development Agreement.

B. On or about June 16, 2016, Yahoo and LeEco Real Estate Group, LLC, a Delaware limited liability company ("**LeEco**") entered into that certain Assignment of Development Agreement ("**Assignment**") wherein Yahoo assigned all of its rights, title and interests under the Development Agreement to LeEco and LeEco agreed to be bound by and perform all of Yahoo's obligations under the Development Agreement and Memoranda. On or about June 28, 2018, LeEco transferred all of its rights and obligations in the Development Agreement to Developer.

C. The Development Agreement authorizes the development of the Property with up to 3,060,000 square feet of office/R&D/commercial use consisting of 13 six-story buildings, three two-story commons buildings, surface parking, two levels of below-grade parking, site circulation, landscaping, and public and private improvements.

D. On or around May 10, 2010, the Santa Clara City Council ("**City Council**") certified the Environmental Impact Report for the Yahoo Santa Clara Campus Project ("**2010 EIR**") under the California Environmental Quality Act ("**CEQA**"), approved rezoning the Property from ML-Light Industrial to PD - Planned Development, and approved the Vesting Tentative Parcel Map for the Property. In approving the Project, the City Council adopted Resolution No. 10-7724 making findings required under CEQA, including a statement of overriding considerations and a mitigation monitoring and reporting program.

E. By this First Amendment, the Parties intend to extend the Term of the Development Agreement to facilitate the development of the Property.

F. On or about \_\_\_\_\_, 2019, the City approved an Addendum to the 2010 EIR, which determined that the Project was previously evaluated in the 2010 EIR, and no subsequent or supplemental environmental impact report is required in connection with approval of this First Amendment because: (a) there are no substantial changes to the Project which will require major revisions to the 2010 EIR; (b) no substantial changes have occurred with respect to the circumstances under which the Project is being undertaken that will require major revisions to the 2010 EIR due to new significant impacts or a substantial increase in the severity of previously identified impacts; and (c) there is no new information which was not known and could not have been known at the time the 2010 EIR was certified as complete that has become available and shows new significant impacts, an increase in the severity of a previously identified significant impact, or changes related to the feasibility of, or new mitigation measures and alternatives which would substantially reduce significant impacts and which were rejected.

G. By this First Amendment, the Parties desire to amend the Development Agreement to reflect the foregoing, in accordance with the terms set forth herein.

## **AGREEMENT**

**ACCORDINGLY**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Developer agree as follows:

1. **Term**. Section 1 of the Development Agreement is hereby deleted and replaced with the following:

"1.1 **Duration of Term**. The term ("Term") of this Agreement shall commence on the Effective Date set forth above, approving this Agreement, and shall continue for a period of thirteen (13) years, unless sooner terminated or extended as hereinafter provided.

1.2 **Options.** If a Certificate of Occupancy has been issued for at least fifty percent (50%) of Phase I as set forth in the Development Plan within thirteen (13) years from the Effective Date, then the Term of the Agreement shall be automatically extended by an additional five (5) years. If a Certificate of Occupancy has been issued for at least fifty percent (50%) of Phase II as set forth in the Development Plan within eighteen (18) years of the Effective Date, then the Term of the Agreement shall be extended by an additional five (5) years upon written request by the Developer. In no event shall the maximum term of this Agreement be longer than twenty-three (23) years from the Effective Date.

1.3 **Expiration.** Following expiration of the Term or any extension, or if sooner terminated, or if the requirements of Section 1.2 are not met this Agreement shall have no force and effect, subject, however, to post-termination obligations of Developer and City.”

2. **TDM Plan.** A new section 4.13 is hereby added to section 4 (“Development Fees, Exactions and Dedications”) to read as follows:

**“4.13 TDM Plan.**

a. The Developer is required to prepare, institute, and monitor a Transportation Demand Management Plan (TDM) to reduce employee vehicle trips by a minimum of twenty-five percent (25%) at full buildout and occupancy of the Project as measured against the trip generation rates provided in the Institute of Transportation Engineers (ITE) Trip Generation Manual. The measures in the TDM plan may include, but are not limited to, bicycle parking, showers, lockers, last-mile shuttle service to nearby transit stations, carpool ride matching, carpool preferential parking, personalized commute assistance, and a commute kiosk.

b. The initial TDM plan shall be completed by a qualified (as determined by the Director of Community Development) third-party consultant prior to the issuance of an occupancy permit. Said plan shall be reviewed and approved by the Director of Community Development. Each calendar year, an annual review of the TDM plan shall be completed by a qualified third-party consultant, and the third-party consultant shall submit the TDM annual report covering the prior calendar year to the Planning Division for review and approval on or before February 28th of each year, to the satisfaction of the Director of Community Development. The Director of Community Development shall have the authority and discretion to require reasonable modification of the TDM measures as a means to achieve the identified overall trip reduction target (or to achieve reasonable progress toward the target prior to full Project buildout and occupancy).”

3. **Miscellaneous.**

- (a) **Incorporation.** This First Amendment constitutes a part of the Development Agreement and any reference to the Development Agreement shall be deemed to include a reference to the Development Agreement as amended by this First Amendment.

- (b) Ratification. To the extent of any inconsistency between this First Amendment and the Development Agreement, the provisions contained in this First Amendment shall control. As amended by this First Amendment, all terms, covenants, conditions, and provisions of the Development Agreement shall remain in full force and effect.
- (c) Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same document, binding on all parties hereto notwithstanding that each of the parties hereto may have signed different counterparts. Delivery of this First Amendment may be effectuated by hand delivery, mail, overnight courier, or electronic communication (including by PDF sent by electronic mail, facsimile, or similar means of electronic communication). Any electronic signatures shall have the same legal effect as manual signatures.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the City and Developer have each caused this First Amendment to be duly executed on its behalf as of the First Amendment Effective Date.

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

Approved as to Form:

\_\_\_\_\_  
BRIAN DOYLE  
City Attorney

\_\_\_\_\_  
DEANNA J. SANTANA  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

Attest:

\_\_\_\_\_  
NORA PIMENTAL, MMC  
Assistant City Clerk  
City of Santa Clara

**DEVELOPER:**

INNOVATION COMMONS OWNER LLC  
a Delaware limited liability company

By: De Sun  
Name: De Sun  
Title: CEO



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.

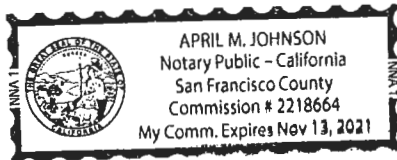
State of [ CA ] )  
 ) ss.  
County of San Francisco )

On December 19, 2019, before me, April M. Johnson,  
a Notary Public, personally appeared Olivia,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same  
in ~~his~~/her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Affix seal here]



  
Signature of Notary Public



## Agenda Report

20-33

Agenda Date: 1/14/2020

### REPORT TO COUNCIL

#### SUBJECT

Update on the Proposal by the City of San Jose to Modify the North San Jose Area Development Policy [Council Pillars: Deliver and Enhance High Quality Efficient Services and Infrastructure and Promote and Enhance Economic and Housing Development]

#### BACKGROUND

##### North San Jose Background

The North San Jose Area Development Policy (NSJADP) was approved by the San Jose City Council in 2005, an approximately 4,987 gross acre area in the northern boundary of the City of San Jose (Attachment 1). The NSJADP approved 26.7 Million SF of industrial space and 32,000 housing units generally divided into four approximately equal phases. The policy also included \$519 million (2005 dollars) of Transportation Mitigations also divided into four equal phases and planned to be constructed in parallel with new development. One of the key outcomes of the policy was that development could not proceed from one phase to the next (i.e Phase 1 to Phase 2, etc) until both industrial and residential development occurred in each phase and the transportation improvements, identified in each phase, were 85% funded. This was for two reasons:

1. To assure that development would not occur without the required transportation mitigation.
2. To assure that industrial development and residential development occurred in parallel so transportation trips would be internalized (people who lived in North San Jose also worked in North San Jose). The policy assumed over 30% of trips would be internal - meaning they had an origin and destination within the NSJADP boundary. Without internalization there would be additional transportation impacts.

##### Settlement Agreements

When the City of San Jose (San Jose) approved the NSJADP the City of Santa Clara, City of Milpitas, County of Santa Clara, and Santa Clara School District School District all filed lawsuits to challenge San Jose's plan. Ultimately all parties into settlement agreements. The City of Santa Clara entered into the NSJADP Settlement Agreement on November 16, 2006. The Settlement Agreement is attached to this report (Attachment 2). The City of Santa Clara (Santa Clara) also has two additional settlement agreements with San Jose related to development within San Jose and Santa Clara:

- Santana West Settlement Agreement - January 12, 2018
- City Place Settlement Agreement - January 12, 2018

Although this report provides an update only on the NSJADP (staff has provided regular updates on all three settlement agreements - including the attached Council Report Attachment 3), it is important to note that the City Place settlement agreement included the following language related to the

## NSJADP:

“Santa Clara shall make good faith efforts to support any modifications to the NSJ Policy that accelerate the construction of housing units, so long as such modifications include revision of the timing, nature and scope of related traffic improvements where necessary to serve the acceleration of housing under the NSJADP. This provision only applies to modifications to the NSJADP contemplated by this paragraph. San Jose will provide to Santa Clara notice of any public meetings or hearings before the San Jose Planning Commission and City Council regarding proposed modifications to the NSJ ADP to accelerate the construction of housing units” and

“Santa Clara shall in good faith participate in San Jose’s discussions with the City of Milpitas and County of Santa Clara to address modifications to the NSJ Settlement, and Santa Clara shall in good faith consider the resulting changes.”

San Jose Proposal to Modify The NSJADP

In 2018 San Jose approached Santa Clara to communicate that they would like to modify the NSJADP with the goals to:

- Accelerate the construction of an additional 8,000 housing units which are currently part of NSJADP Phase 2 development. Under the current policy additional residential development could not occur until Phase 1 Transportation Improvements are 85% funded and Phase 1 (7.0 million sf) of industrial development is constructed.
- San Jose would like to consolidate the existing four phases (1-4) into two phases - Renamed Phases A & B
- Allow the next 8000 housing units to move forward (also next phase of industrial development) immediately.

**DISCUSSION**

In general, San Jose requested to modify the NSJADP to consolidate development and transportation improvements into two phases instead of four and maintain the same transportation package but move transportation projects to different phases. As required by the Settlement Agreements staff met in good faith to review San Jose’s proposed modifications to NSJADP. Staff’s concerns with the proposal are summarized below and in the comment letters provided to San Jose (Attachment 4):

- Level of CEQA Analysis required
- Conformance to the 2006 Settlement Agreement
- Changes to the transportation improvement phasing
  - Changing from four phases to two phases
  - Timing and funding of transportation improvements

NSJADP and Construction of Transportation Mitigations

One of the key issues that Santa Clara has with San Jose’s proposal to modify the NSJADP is that any change should require transportation mitigations/improvements to be constructed in parallel to new development (one of the key goals of the current NSJADP) - otherwise San Jose could build 8000 housing units (and industrial) without any of the transportation improvements that the Settlement Agreement recognized as necessary to phased development. This issue was also

included in the City Place Settlement Agreement language:

“Santa Clara shall make good faith efforts to support any modifications to the NSJ Policy that accelerate the construction of housing units, so long as such modifications include revision of the timing, nature and scope of related traffic improvements where necessary to serve the acceleration of housing under the NSJADP. “

Staff worked in good faith to try to achieve the goal of moving forward with housing and assure construction of transportation improvements. However, San Jose never proposed any changes from their initial proposal. The attached August 6<sup>th</sup> letter from staff best summarizes the concerns as the negotiations progressed:

- Santa Clara staff once again noted that an Addendum to the original Environmental Impact Report is probably not the right approach for such a significant change to the NSJADP and circumvents appropriate public review.
- Santa Clara communicated that we will provide specific comments on the traffic analysis at the appropriate time.
- The policy change is significant and collapses four phases into two phases. As stated to San Jose staff on May 28<sup>th</sup> this is a significant change as the main purpose of having four phases with phased housing and office development was to ensure that transportation improvements and traffic internalization occurred in parallel with the new development.
- Santa Clara staff commented, and San Jose staff acknowledged that San Jose has not built the required transportation improvements per the current level of development that has already occurred in North San Jose (Staff has requested multiple times a simple list of all Phase I transportation improvements highlighting which projects are **fully** funded or constructed - San Jose has not provided this list. Based on a different list provided to Santa Clara (Attachment 5), staff can infer that there were 31 Phase 1 improvements and only 5 have been constructed and no additional improvements are fully funded).
- The proposed change to reduce the phasing from 4 to 2 phases, effectively defers half of the transportation phasing funding requirements for development. Santa Clara staff commented that under the proposed change approximately 16 million square feet of office and 16,000 housing units could be built without any transportation improvements. San Jose staff acknowledged this was possible and that there are no assurances that this level of development could not happen without transportation improvements.
- Santa Clara staff requested consideration of policy options that align development with the construction of transportation improvements.

As part of the process San Jose has stated to staff multiple times that they are committed to building transportation improvements and have shared a schedule for some of the major transportation projects. This schedule has been made public by San Jose staff (Attachment 6). Santa Clara staff communicated to San Jose that if San Jose can fund these projects (not currently funded) and are confident that San Jose can meet their advertised design and construction schedules, San Jose should be able to commit to phasing the next 8,000 units to align with these transportation improvements and their schedules. Santa Clara staff informed San Jose that they are open to considering any phasing plan that ensures transportation is occurring in parallel to new development and that San Jose has the flexibility to develop and propose a phasing schedule that works with their current project schedules. Staff also communicated that since some of these are major projects that

have major milestones prior to completed construction (Completion of Environmental Review, Design Milestones, Funding, Construction Awards), and phasing could be developed to align with milestone completion.

As part of a good faith effort, staff was willing to consider any enforceable commitment to transportation improvements and mitigations. Because an additional 8,000 housing units will require time to build out for many reasons (permitting, design, construction, housing market absorption) San Jose has significant flexibility to develop a plan that will allow for the units to be built along with the necessary transportation improvements.

For many months San Jose declined to propose any commitments that aligned development with transportation improvements, but at a Sept 20, 2019 meeting San Jose agreed to develop a phasing plan that would assure transportation improvements would be completed as development occurred. Unfortunately, at a follow up October 30<sup>th</sup> meeting San Jose declined to offer a proposal, and once again reverted to their initial proposal to allow an additional 8,000 housing units to move forward with no legally enforceable commitments. In response, on November 18<sup>th</sup>, Santa Clara sent a letter to San Jose (Attachment 7) that reiterated all our previous concerns.

#### San Jose intent to Proceed under Senate Bill 330 (SB 330)

San Jose sent a response letter on November 27<sup>th</sup> (Attachment 8) and stated that “with no resolution in sight, San Jose intends to stop pursuing the current proposal of consolidating Phase 1 and 2 into Phase A” and that San Jose believes they can proceed under SB 330. In addition, they stated “our attorneys will follow-up with your legal team to discuss various mediation options.” On December 10<sup>th</sup> San Jose presented an update to the San Jose City Council on their proposed modifications to the NSJADP (Attachment 9).

At the December 10<sup>th</sup> San Jose City Council meeting, the San Jose City Council approved staff recommendation. The recommendation and approach has a number of different elements but its implications are contained in the Conclusion of the report “The elimination of housing caps by SB330 means that residential development may move forward without changes in the Policy (with compliance with CEQA where required), but at the same time the 2006 Settlement agreements require modification to reflect the elimination of the phases of development in North San Jose.” In addition, the body of the report states the following language: “the advancement of housing can occur effective January 1, 2020 because of the elimination of housing caps by SB 330”.

Prior to the Council Meeting Santa Clara sent a letter (Attachment 10) opposing San Jose’s attempt to rely on SB330 as a means of avoiding their obligations under the Settlement Agreement:

- SB 330 applies prospectively to the enactment of **new** policies
  - Newly enacted Government Code section 66300, subdivision (b), states that an affected city “shall not **enact** a development policy, standard, or condition”
- Nothing in SB 330 prevents San Jose from fulfilling its obligations
- Nothing in SB 330 prevents the City from continuing to require transportation improvements as a condition to the issuance of permits for residential development
  - Section 66300 (f)(3), its requirements “shall not be construed as prohibiting the adoption of amendment of a development policy, standard, or condition in a manner that imposes or implements mitigation measures a necessary to comply with the California Environmental Quality Act.”

- Requiring transportation improvements required by new housing **is not** a moratorium.

### Conclusion

As required and demonstrated by the settlement agreements, Santa Clara acknowledges our commitment to the development of housing and modifying the NSJADP to accelerate housing development. Santa Clara also supports the development of housing and affordable housing as a key priority for the region. However, this commitment to new housing cannot come at the cost of failing to provide necessary transportation infrastructure improvements that are necessitated by the new development. Santa Clara remains fully open to reasonable changes to San Jose's phasing to allow housing to advance, and Santa Clara continues to be open to good faith negotiations to modify the NSJADP to accelerate new housing units, but the development of additional housing units should still include the required transportation improvements to mitigate impacts. Santa Clara has been flexible in discussing how to best assure transportation improvements will be implemented with the next 8,000 housing units in the NSJADP. Santa Clara has communicated to San Jose that they can develop a phasing plan that works with the realistic construction of new housing and San Jose's advertised schedules for transportation improvements.

However, it appears that San Jose plans to ignore their legal obligations to build transportation improvements within the proposed NSJADP. Per Santa Clara's comment letter, staff does not agree with San Jose's contention that SB330 removes San Jose's existing responsibility to fund and construct required transportation mitigations and that pursuing this approach will only further delay the construction of housing. Staff believes that San Jose should easily be able to accelerate housing construction in the NSJADP by providing a legally enforceable commitment that aligns new housing and transportation mitigations within their schedule for funding, design, and construction.

Per Attachment 5, San Jose has a significant requirement for completion of transportation improvements with approximately 31 projects required as part of Phase 1. Only five of these projects are currently completed (per San Jose's submittal) and no additional ones are fully funded. As part of a good faith negotiation process Santa Clara is only requesting that additional transportation projects show completed progress and/or funding in parallel to the next 8000 residential units.

### **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 this is a governmental organizational or administrative activity that will not result in direct or indirect changes to the environment.

### **FISCAL IMPACT**

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

### **COORDINATION**

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

### **PUBLIC CONTACT**

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's

Office at (408) 615-2220, email [clerk@santaclaraca.gov](mailto:clerk@santaclaraca.gov) <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

**RECOMMENDATION**

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

Reviewed by: Manuel Pineda, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

**ATTACHMENTS**

1. NSJADP Boundary Map
2. Settlement Agreements
3. Settlement Agreements Updates - Council Report
4. Letters
5. NSJ Draft Rephasing Plan Current Phasing
6. San Jose Schedule
7. November 18<sup>th</sup> Letter
8. November 27<sup>th</sup> Letter
9. San Jose Status Report Council Policy Priority #8 - North San José Area Development Policy Update
10. December 10<sup>th</sup> Letter



# North San Jose Development Policy General Plan 2040 Land Use/Transportation Diagram

## MAP KEY / LAND USE

	North San Jose Policy Area		Combined Industrial/Commercial
	Urban Village		Heavy Industrial
	Transit Employment Residential Overlay		Industrial Park
	Preferred Hotel Site Overlay		Light Industrial
	Light Rail 2000 ft. Radius		Mixed Use Commercial
	Light Rail Station		Mixed Use Neighborhood
	Floating Park		Neighborhood/Community Commercial
			Open Space, Parklands, and Habitat
			Public/Quasi-Public
			Residential Neighborhood
			Transit Employment Center ("core")
			Transit Residential
			Urban Residential
			Urban Village

## SUMMARY DATA

### New Industrial Development Capacity

**26.7 million sq. ft. total**

- Industrial Core Area: 16 million sq. ft.
- Outside Core Area: 10.7 million sq. ft.

### New Residential Development Capacity

**32,000 units total**

- Transit/Employment Residential District Overlay: 18,650 units
- Other Residential: 7,350 units
- Industrial Core Area Residential: 6,000 units
- 20% Below Market Rate

### New Commercial Development Capacity

**2.7 million sq. ft. total**

- 1.7 million sq. ft. local serving
- 1 million sq. ft. regional

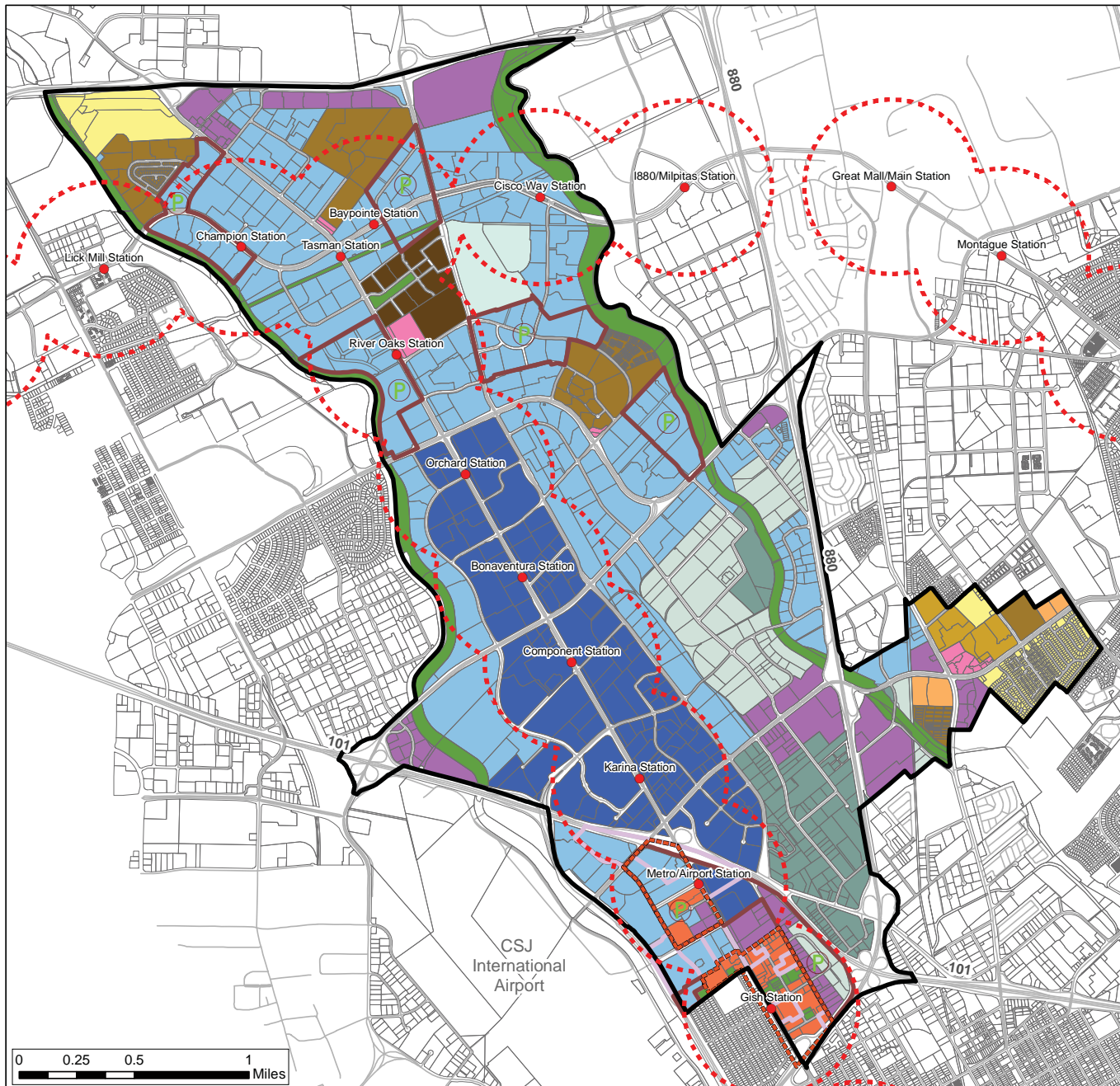
### New Hotel Room Capacity

**1,000 rooms**

### Development and Infrastructure Phases

**4 phases**

- 1<sup>st</sup> phase residential met





(ENDORSED)  
**FILED**

DEC 6 2006

Ch.  
Superior  
BY J. Zenzen Santa Clara  
DEPUTY

1 RICHARD DOYLE, City Attorney (#88625)  
2 GEORGE RIOS, Assistant City Attorney (#77908)  
3 JOSEPH DICIUCCIO, Sr. Deputy City Attorney (#56885)  
4 BRIAN HOPPER, Deputy City Attorney (#171070)  
5 Office of the City Attorney  
6 200 East Santa Clara Street  
7 San Jose, California 95113-1905  
8 Telephone: (408) 535-1900

9 Attorneys for Respondents and Defendants  
10 CITY OF SAN JOSE, CITY COUNCIL OF  
11 THE CITY OF SAN JOSE, REDEVELOPMENT AGENCY  
12 OF THE CITY OF SAN JOSE

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SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SANTA CLARA

COUNTY OF SANTA CLARA

Petitioner and Plaintiff,

v.

CITY OF SAN JOSE, et al.,

Respondents and  
Defendants.

CITY OF MILPITAS, a municipal  
corporation,

Petitioner/Plaintiff,

v.

CITY OF SAN JOSE, et al.,

Respondents/Defendants.

CITY OF SANTA CLARA, et al.

Petitioners/Plaintiffs,

v.

CITY OF SAN JOSE, et al.

Respondents/Defendants.

Master Case Number: 1-05-CV046005  
(Consolidated w/ 1-05-CV046013 and  
1-05-CV046025)

**STIPULATION TO DISCHARGE  
PEREMPTORY WRIT OF MANDATE  
AND ORDER THEREON**

1 The parties hereto, by and through their attorneys of record, stipulate as follows:  
2 1) The trial in this consolidated CEQA action took place on March 2, 2006.  
3 2) In its March 2, 2006 Notice of Decision, the Court determined that the record  
4 showed no substantial evidence to support Respondent City of San Jose's  
5 determination that there were no feasible mitigation measures for impacts to  
6 transportation facilities under the jurisdiction or control of other public  
7 agencies.  
8 3) Since the March 2, 2006 trial, the parties have worked diligently to negotiate  
9 agreements for the mitigation of extra-jurisdictional traffic impacts arising  
10 from the Project.  
11 4) Attached hereto as **Exhibit-1** is a true and accurate copy of the fair-share  
12 agreement reached between the City of San Jose and the City of Milpitas.  
13 This agreement was finalized in August 2006.  
14 5) Attached hereto as **Exhibit-2** is a true and accurate copy of the agreement  
15 reached between the County of Santa Clara, City of Santa Clara,  
16 Redevelopment Agency of the City of Santa Clara, the City of San Jose, and  
17 the Redevelopment Agency of San Jose. This agreement was finalized in  
18 November 2006.  
19 6) Attached hereto as **Exhibit-3** is a true and accurate copy of the agreement  
20 between the County of Santa Clara, City of San Jose, and Redevelopment  
21 Agency of the City of San Jose. Because it also bears upon a separate  
22 action unrelated to the Project, the Santa Clara County Financing Authority  
23 and Silicon Valley Theatre Financing Corporation are also signatories to this  
24 agreement. This agreement was finalized in November 2006.  
25 7) Collectively the agreements represent Respondents' commitment to invest  
26 millions of dollars for traffic improvements on Santa Clara County facilities in  
27 Milpitas and Santa Clara and to support regional funding for major traffic  
28 projects within Santa Clara.


- 1           8)     Given the mitigation of traffic impacts outside of San Jose that will result  
2                 from these agreements, Petitioners stipulate that the purpose of the March  
3                 28, 2006 Peremptory Writ of Mandate has been fully satisfied.
- 4           9)     Given the executed agreements, the time necessary to reach these  
5                 agreements, and the regional benefits that will be realized by proceeding  
6                 with the Project, Petitioners stipulate that Respondents have met the spirit  
7                 and purpose of the Peremptory Writ of Mandate. Petitioners further stipulate  
8                 that Respondents shall not be required to set aside the certification of the  
9                 EIR, shall not be required to set aside any approvals for the Project, and  
10                shall not be required to prepare, circulate, or consider any new EIR in order  
11                to obtain a discharge of the Peremptory Writ of Mandate.
- 12          10)    The appeal by the City of Santa Clara and Redevelopment Agency of the  
13                City of Santa Clara was dismissed by the Sixth District Court of Appeal on  
14                November 22, 2006. A true and accurate copy of the order of dismissal is  
15                attached hereto as **Exhibit-4**. On November 22, 2006, the Sixth District  
16                Court of Appeal issued its Remittitur. A true and accurate copy of the  
17                Remittitur is attached hereto as **Exhibit-5**.
- 18          11)    On November 28, 2006, Petitioners City of Santa Clara and Redevelopment  
19                Agency of the City of Santa Clara filed a request for dismissal with prejudice  
20                of their Petition in this action. A file-endorsed copy of this Request for  
21                Dismissal is attached hereto as **Exhibit-6**.
- 22          12)    The remaining parties to this action hereby stipulate that the March 28, 2006  
23                Peremptory Writ of Mandate may be discharged immediately.
- 24          13)    Petitioners further acknowledge that the agreements with Respondents  
25                constitute the substantial satisfaction of the March 28, 2006 Judgment in this  
26                consolidated action and that said Judgment shall therefore be considered  
27                satisfied in full.
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14) This stipulation may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For purposes of this stipulation, facsimile signatures may be used in lieu of original signatures.

Dated: DEC. 4, 2006

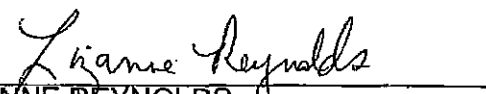
RICHARD DOYLE, City Attorney

By:   
BRIAN C. HOPPER  
Deputy City Attorney

Attorneys for Respondents and Defendants  
CITY OF SAN JOSE, CITY COUNCIL OF  
THE CITY OF SAN JOSE,  
REDEVELOPMENT AGENCY OF THE  
CITY OF SAN JOSE

Dated: NOV. 30, 2006

ANN RAVEL, County Counsel

By:   
LIZANNE REYNOLDS  
Deputy County Counsel

Attorneys for Petitioner and Plaintiff  
COUNTY OF SANTA CLARA

Dated: \_\_\_\_\_, 2006

MEYERS, NAVE, RIBACK, et al.

By: \_\_\_\_\_  
EDWARD GRUTZMACHER, ESQ.

Attorneys for Petitioner and Plaintiff,  
CITY OF MILPITAS

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Dated: \_\_\_\_\_, 2006

RICHARD DOYLE, City Attorney

By: BRIAN C. HOPPER  
Deputy City Attorney

Attorneys for Respondents and Defendants  
CITY OF SAN JOSE, CITY COUNCIL OF  
THE CITY OF SAN JOSE,  
REDEVELOPMENT AGENCY OF THE  
CITY OF SAN JOSE

Dated: \_\_\_\_\_, 2006

ANN RAVEL, County Counsel

By: LIZANNE REYNOLDS  
Deputy County Counsel

Attorneys for Petitioner and Plaintiff  
COUNTY OF SANTA CLARA

Dated: 12/1/, 2006

MEYERS, NAVE, RIBACK, et al.

By:   
EDWARD GRUTZMACHER, ESQ.

Attorneys for Petitioner and Plaintiff,  
CITY OF MILPITAS

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**ORDER**

Pursuant to the stipulation between the parties and good cause appearing therefor,  
it is hereby ordered that the March 28, 2006 Peremptory Writ of Mandate be discharged in  
full.

Dated: DEC 15 2006

DESLIE G. NICHOLS

JUDGE OF THE SUPERIOR COURT

# **EXHIBIT 1**

## SETTLEMENT AGREEMENT

This Settlement Agreement is made by and between Respondents City of San Jose, the City Council of the City of San Jose (collectively "SAN JOSE") and Petitioner City of Milpitas ("MILPITAS"). This Settlement Agreement addresses San Jose's fair-share contributions towards mitigation of transportation impacts within the City of Milpitas arising out of the North San Jose Area Development Policies Update project and constitutes the fair-share agreement between the parties for that project. As set forth herein, this Settlement Agreement shall also constitute the fair-share agreement between the cities of San Jose and Milpitas for the mitigation of transportation impacts arising from the City of Milpitas' as-of-yet unapproved Transit Area Plan. The effective date of this Settlement Agreement is August 22, 2006.

### RECITALS

- A. Whereas on July 28, 2006 the City of Milpitas filed suit against San Jose in the Santa Clara County Superior Court, case number 1-05-CV-046013, entitled *City of Milpitas, a municipal corporation v. City of San Jose, a municipal corporation; City Council of the City of San Jose, the governing body of the City of San Jose; and Does 1 through 10, inclusive* ("Action");
- B. Whereas this Action alleged, *inter alia*, that San Jose's approval of the North San Jose Area Development Policies Update ("NSJ Project") and certification of the North San Jose Area Development Policies Update Environmental Impact Report ("NSJ EIR") violated various provisions of the California Environmental Quality Act;
- C. Whereas this Action was ultimately consolidated with two separate actions: *County of Santa Clara v. City of San Jose, et al.*, No. 1-05-CV-046005, and *City of Santa Clara, et al. v. City of San Jose, et al.*, No. 1-05-CV-046025, under master case number 1-05-CV-046005;



- D. Whereas the trial in this consolidated action was held on March 2, 2006 before the Hon. Leslie Nichols in Department 6 of the Santa Clara County Superior Court;
- E. Whereas in its March 2, 2006 Notice of Decision, the court held that San Jose's findings were timely, that San Jose's findings concerning potable water supply were supported by substantial evidence, that San Jose's findings that the project would not have cumulative impacts on wastewater facilities were supported by substantial evidence, and that there was not substantial evidence to support San Jose's determination that there were no feasible mitigation measures for impacts to transportation facilities under the jurisdiction or control of other public agencies;
- F. Whereas on March 28, 2006, a Judgment and a Peremptory Writ of Mandate were entered in accordance with the March 2, 2006 Notice of Decision; and
- G. Whereas the parties now undertake to settle this action;

THEREFORE, the Parties agree as follows:

1. The NSJ EIR outlines a number of proposed improvements for the Montague Expressway within the City of San Jose to mitigate traffic impacts from the NSJ Project. The implementation of these improvements is scheduled to occur during specified phases of the NSJ Project as described in the NSJ EIR. In its Findings for the NSJ Project, Resolution No. 72768, the San Jose City Council determined that the NSJ Project included a comprehensive package of roadway improvements (including upgrades to freeway, expressway, and local street facilities). The Findings' Mitigation Monitoring and Reporting Program holds that the San Jose Department of Public Works will ensure implementation of the identified mitigation as described in the NSJ EIR based upon conditions and commitments included in the Final Public Works Clearance for development within the project area. The Mitigation Monitoring and Reporting Program further

holds that 85% of all infrastructure mitigation for any individual phase (and all infrastructure for any previous phase) must be built or its implementation reasonably assured prior to issuance of building permits for any subsequent phase.

2. San Jose affirms that it intends to enter into a Settlement Agreement with the County of Santa Clara ("County") which will include the following general elements:
  - a. San Jose Constructed Projects. In and as a part of the implementation of Phase I of the NSJ Plan, San Jose shall complete and fund mitigations as follows: Montague widening to eight lanes between Lick Mill to Trade Zone all portions of the Expressway regardless of City boundaries, including Interchange modifications at I-880 and the Trimble flyover; San Jose shall complete the McCarthy-O'Toole Interchange as a part of the implementation of Phase III of the NSJ Plan.
  - b. San Jose Funded Projects. San Jose shall fund up to an amount not to exceed \$11 million dollars, and County shall construct the Montague "base project" eight-lane improvements as identified in the Comprehensive County Expressway Planning Study – Montague Expressway Implementation Plan Tier 1A project, specifically:
    - (i) Complete Interchange modifications at I-680
    - (ii) Widening between I-680 and Park Victoria, and
    - (iii) Any widening remaining to be done between Capitol and I-680.

San Jose shall provide such funding no later than June 30, 2010. County shall make a good faith effort to complete all of these improvements within five and one-half years of receipt of San Jose's funds so long as San Jose's \$11 million contribution is sufficient to cover the improvements or alternate funds are available to complete the improvements.

- c. Montague/Mission/101 Interchange Project. County and San Jose agree to continue their support for inclusion in the Valley Transportation Plan 2030 ("VTP 2030 Plan") the reconstruction of the interchange at Montague and Highway 101, with improvements to Mission College Boulevard as identified in the Comprehensive County Expressway Planning Study – Montague Expressway Implementation Plan, Tier 1B project ("Montague/Mission/101 Interchange Project"). San Jose and County also agree that this is a high priority for State Transportation Improvement Program ("STIP") funding. County shall be solely responsible for all planning and design activities related to the Montague/Mission/101 Interchange Project. Such activities shall include but not be limited to: (i) the completion of the Project Study Report ("PSR"), estimated to cost \$500,000, within six months from the date of this Settlement Agreement; and (ii) the submission of such PSR to Caltrans within one year of the effective date of this Settlement Agreement. County shall fund and complete environmental clearance and final design work on the Montague/Mission/101 Interchange project, an estimated value of \$1.5 million, no later than June 30, 2010. If funding for the construction of the Montague/Mission/101 Interchange Project is not available on or before July 1, 2014, the County shall allocate \$1,500,000 to be used to commence construction of improvements for the Mission College Boulevard and Montague Expressway intersection and such other design work as may be necessary to improve the intersection for the ultimate interchange improvements at Highway 101 and Montague Expressway.
- d. San Tomas at Stevens Creek Widening Project. County and San Jose agree that STIP funding to extend the limits of the mitigation project for San Tomas Expressway widening to eight lanes at Stevens Creek (as identified in the EIR) to Saratoga to the north and Moorpark to the south is a high priority.
- e. County acknowledges that San Jose's consideration, as set forth in paragraph 4(a)-(d) above, constitutes adequate mitigation for traffic

impacts to County facilities outside of San Jose City limits arising from the NSJ Plan.

3. In light of San Jose's commitments identified in paragraphs 1 and 2 above, Milpitas agrees to accept the NSJ Project's transportation impacts to intersections and other facilities in Milpitas without further mitigation from San Jose.
4. Milpitas agrees that for purposes of this Settlement Agreement, the maximum number of trips from its Transit Area Plan project shall be the number of trips arising from a project with 7,185 housing units, 0.813 million sq ft Office, and 0.52 million sq ft of Retail ("Maximum Trips"). Milpitas may subsequently approve different proportions of housing, office and retail space for the Transit Area Plan, but approvals for the Transit Area Plan shall not result in development that would exceed the Maximum Trips.
5. Given that Milpitas shall not approve a Transit Area Plan that would exceed the Maximum Trips, San Jose agrees to the following as the limits of Milpitas' responsibility related to mitigation of San Jose traffic issues/impacts arising from the Transit Area Plan except as set forth in paragraph 7, below:
  - a. Milpitas shall work with the County and Santa Clara Valley Transportation Authority to finance and implement a plan for the improvement of the Montague Expressway in the Great Mall/ Capitol area consistent with the regional plan for Montague (estimated cost: \$35 million); Milpitas shall have discretion over the nature of its financing for these improvements (examples include, but are not limited to, the use of redevelopment funds, general funds, developer fees, etc.); and
  - b. Within one hundred twenty (120) days after its certification of the Environmental Impact Report for the Transit Area Plan becomes final, Milpitas shall provide San Jose \$200,000 to address significant traffic impacts from the Transit Area Plan in the Capitol Avenue corridor.

6. Given that Milpitas shall not approve a Transit Area Plan that would exceed the Maximum Trips, San Jose will accept transportation impacts to intersections within the North San Jose industrial area arising from the Transit Area Plan.
7. Should the total number of trips from the Transit Area Plan exceed the Maximum Trips, San Jose reserves the right to seek additional mitigation for transportation impacts from Milpitas.
8. San Jose agrees to engage in good faith negotiations for Milpitas' potential lease of up to one million gallons per day (MGD) of San Jose's wastewater discharge capacity allocation subject to the terms of the Master Agreement for Wastewater Treatment between the City of San Jose, City of Santa Clara and City of Milpitas, dated March 1, 1983, as amended, and any other applicable documents, statutes, or regulations.
9. Milpitas shall waive its costs and attorney's fees arising out of this Action and shall withdraw its pending motion for attorney's fees.
10. Milpitas shall support amendment of the March 28, 2006 Judgment, dismissal of the Action, discharge of the Peremptory Writ of Mandate, and any other reasonable steps designed to allow the Project to move forward as quickly as possible. Milpitas shall not require that San Jose set aside any NSJ Project approvals or recirculate any environmental documents for the NSJ Project.
11. This Settlement Agreement is contingent upon:
  - a. The City, Council, and the Redevelopment Agency of the City of San Jose executing an agreement with the County of Santa Clara to resolve the Fairgrounds and North San Jose litigation; and
  - b. The City and Redevelopment Agency of Santa Clara executing a settlement agreement with the County of Santa Clara or the City of San Jose to resolve the North San Jose litigation.

12. This Settlement Agreement shall become effective upon execution of the agreements described in paragraph 11 above, and the City of Milpitas' obligations under this Settlement Agreement shall commence at that time. Counsel for San Jose shall provide counsel for Milpitas with copies of the agreement(s) upon their execution. Except as set forth above, the City of Milpitas hereby waives any and all other claims relating to the Action, the NSJ Project, or the NSJ EIR. Section 1542 of the Civil Code of the State of California provides as follows:

*A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.*

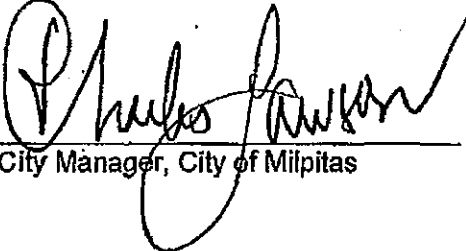
Milpitas hereby represents that Civil Code Section 1542 has been read and reviewed with counsel and understood, and that it hereby waives any and all present and future rights and benefits under Section 1542 to the extent it would permit claims relating to, arising out of, or any way connected with the NSJ Project, Action, or NSJ EIR based on facts found to be different from the facts believed to be true at the time this Settlement Agreement was executed.

13. The parties agree that this is a judicially supervised settlement pursuant to the terms of California Code of Civil Procedure Section 664.6, and that the court shall retain jurisdiction over the parties to enforce the terms of this Settlement Agreement should enforcement become necessary.
14. This Settlement Agreement may be modified or amended only by a written instrument signed by all parties hereto.
15. The laws of the State of California shall govern this Settlement Agreement.
16. Each person executing this Settlement Agreement on behalf of any other person or entity hereby warrants that he or she has full authority to do so.

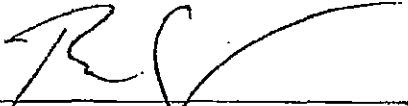
17. The unenforceability, invalidity, or illegality of any provisions shall not render the other provisions of the Settlement Agreement unenforceable, invalid or illegal.
18. Nothing stated herein shall be construed as an admission of liability by any party to the Settlement Agreement.

IN WITNESS WHEREOF, the City of San Jose, City Council of San Jose, and the City of Milpitas have executed this Settlement Agreement upon the day and year above written.

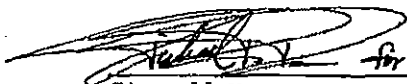
CITY OF MILPITAS

  
City Manager, City of Milpitas

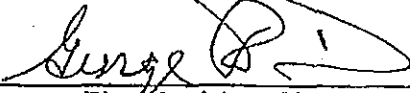
CITY OF SAN JOSÉ

  
Richard Doyle, City Attorney, as  
Authorized Agent for Respondent,  
CITY OF SAN JOSE

APPROVED AS TO LEGAL FORM

  
Steve Mattas  
City Attorney, CITY OF MILPITAS

APPROVED AS TO LEGAL FORM:

 2574  
George Rios, Assistant City Attorney  
CITY OF SAN JOSE

## **EXHIBIT 2**



## SETTLEMENT AGREEMENT AND GENERAL RELEASE

### PREAMBLE

This settlement agreement and general release ("Settlement Agreement") is made and entered into on ~~October~~<sup>November</sup> 16, 2006 (the "Effective Date"), by and between the City of Santa Clara, California, a chartered California municipal corporation, with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050, the Redevelopment Agency of the City of Santa Clara, a governmental entity, with its primary business address at 1500 Warburton Avenue, Santa Clara, California, 95050 (collectively "Santa Clara"), the County of Santa Clara, a political subdivision of the State of California, with its primary business address at 70 West Hedding St., 11<sup>th</sup> Floor, East Wing, San José, California 95110 ("County"), the City of San José, a chartered California municipal corporation, with its primary business address at 200 East Santa Clara Street, San José, California 95113 and the Redevelopment Agency of San José, a governmental entity, with its primary business address at 200 East Santa Clara Street, 14<sup>th</sup> Floor, San José, California 95113 (collectively "San José"). Santa Clara, County and San José may be referred to in this Settlement Agreement either individually as a "Party," or collectively as the "Parties" or the "Parties to this Agreement." The Parties have entered into this Settlement Agreement in consideration of and in reference to the following:

### RECITALS

- A. On June 21, 2005, the City of San José approved the North San José Development Policies which included General Plan amendments, modifications to the North San José Area Development Policy, the North San José Deficiency Plan, the Floodplain Management Plan for North San José, and infrastructure implementation. ("North San José Project"). Qualifying as a "project" under the California Environmental Quality Act ("CEQA"), *California Public Resources Code section 21000 et seq. and California Code of Regulations, Title 14, Section 15000 et seq.*, the City of San José prepared and certified an environmental impact report ("EIR") in support of the project.
- B. On July 28, 2005, Santa Clara filed a petition for writ of mandate, challenging San José's approval of the North San José Project, *City of Santa Clara, et al., v. City of San José, et al.*, 1-05-CV-046025. The City of Milpitas filed a separate petition for writ of mandate challenging the City of San José's approval of the North San José Project, *City of Milpitas, a municipal corporation v. City of San José, et al.*, 1-05-CV-046013. County filed a separate petition for writ of mandate, also challenging San José's approval of the North San José Project, *County of Santa Clara v. City of San José, et al.*, 1-05-CV-046005. These actions were consolidated under master case number 1-05-CV-046005 (collectively, "Litigation.")
- C. Trial in the Litigation was held on March 2, 2006, before the Honorable Leslie Nichols. The court ultimately rendered judgment in favor of County, the City of

Milpitas, and Santa Clara on the basis that San José's determination that there were no feasible mitigation measures for impacts to transportation facilities under the jurisdiction or control of other public agencies was not supported by substantial evidence. However, the court found that San José's findings were timely made and that San José's findings concerning potable water supply and cumulative impacts on wastewater facilities were supported by substantial evidence.

- D. A Judgment and Peremptory Writ of Mandate were entered on March 28, 2006. At the suggestion of Santa Clara County Superior Court Judge Leslie Nichols, the Parties have been meeting and conferring since entry of the Judgment to develop a fair share traffic mitigation agreement.
- E. On May 8, 2006, Santa Clara filed a Notice of Appeal from the Litigation, and that appeal is now pending before the California Court of Appeal, Sixth Appellate District, Case No. H030242 ("Appeal").
- F. The Parties now desire to settle all their respective disputes concerning, relating to, or arising out of the Litigation and the Appeal on the terms and under the conditions set forth in this Settlement Agreement, without the expense and inconvenience of further litigation, and without any admission or concession as to any liability, fact, claim or defense by either Party.

In consideration of the foregoing and in consideration of the covenants, warranties and promises set forth below, receipt of which is hereby acknowledged, the Parties agree as follows:

#### **AGREEMENT PROVISIONS**

1. **Settlement Terms.**

In consideration for terms and conditions set forth in this Settlement Agreement, the Parties shall take the following actions:

- 1.1 The Effective Date of this Settlement Agreement shall be when both it has been executed and when the separate Settlement Agreement between San José and the County relating to the Litigation has been executed. Santa Clara shall dismiss its Appeal within fifteen (15) days of the effective date of this Settlement Agreement and seek immediate issuance of a Remittitur from the Court of Appeal. Within seven days from issuance of a Remittitur from the Court of Appeal, Santa Clara shall dismiss its action filed with the Santa Clara County Superior Court, Case No. 1-05-CV-046025. In addition to the aforementioned dismissals, Santa Clara shall take all reasonable steps necessary to resolve the Litigation in a manner that will allow the North San José Project to be implemented and go forward as soon as possible, including, but not limited to supporting discharge of the Peremptory Writ of Mandate. Neither Santa Clara nor the County shall require or insist that San José set aside any existing North San José project approvals or recirculate any environmental documents for the North San José project.

- 1.2 As part of the Phase I infrastructure improvements, San José shall complete and fund mitigations as follows: widening Montague Expressway to 8-lanes between Lick Mill and Trade Zone, including all portions of the Expressway regardless of City boundaries, including Interchange modifications at I-880 and the Trimble flyover. As part of Phase III implementation, San José shall complete the McCarthy-O'Toole Interchange. (The phases referred to in this Settlement Agreement are identified in the March 2005 Draft Environmental Impact Report for the North San José Development Policies Update ("EIR") (pp. 15-18).)
- 1.3 The Comprehensive County Expressway Planning Study, Implementation Plan – Montague Expressway dated August 19, 2003, ("Expressway Study") identified the need to improve the interchange at Montague Expressway and Highway 101, with improvements to Mission College Boulevard as identified in the Expressway Study, Tier 1B project ("Montague/Mission/101 Interchange Project"). County, at its sole expense, shall provide funding for the preparation of and shall complete a Project Study Report ("PSR") for the Montague/Mission/101 Interchange Project. The PSR shall be prepared and submitted to CalTrans no later than twelve months after the Effective Date of this Settlement Agreement.
- 1.4 On or before June 30, 2010, County shall fund the design work for the construction of the Montague/Mission/101 Interchange Project as contemplated in the PSR prepared in accordance with this Settlement Agreement. The design work shall be completed on or before June 30, 2014. In no event shall County's funding responsibility exceed \$1,500,000.00.
- 1.5 Commencing immediately and until such time as funding is secured, VTA representatives from County and San José shall take all lawful actions to support the inclusion in the Valley Transportation Plan 2030 ("VTP 2030 Plan") and as a high-priority item for State Transportation Improvement Program ("STIP") funding the completion of construction of the Montague/Mission/101 Interchange Project. If funding for the construction of the Mission College improvements is not available on or before July 1, 2014, San José shall pay \$1,500,000 to County, and County shall allocate that \$1,500,000 for construction of the Montague/Mission/101 Interchange Project in conformity with the PSR and such other design work as may be necessary to improve the intersection for the ultimate interchange improvements at Highway 101 and Montague Expressway.
- 1.6 A sufficient time prior to when Phase IV of the project commences and continuing until funding occurs, County of Santa Clara representatives and City of San José representatives shall take all lawful actions to have the mitigation project for San Tomas Expressway Widening to 8-lanes between Moorpark (at the south) and El Camino Real (at the north) designated as a high-priority item for STIP funding. The intent of this subsection is to secure STIP funding for these improvements and have the improvements commenced by the time Phase IV begins.
- 1.7 Within six (6) months of the Effective Date of this Settlement Agreement, San José shall pay to Santa Clara Unified School District ("District") the sum of \$25,000 to retain a consultant agreeable to both the City of San José and the District to be used

by District to prepare a pupil generation report for students from the North San José Project area. Within six (6) months of the Effective Date of this Settlement Agreement, San José shall consult with District to create a scope of a school facility plan.

- 1.8 Within six (6) months from the completion of the pupil generation report, San José, working with the District, shall create a school facility plan, agreeable to both the City of San José and the District, to provide for designation of potential school sites. The City of San José shall prepare an analysis of the construction costs and operational impacts to District arising from approval of the North San José project based on information requested by the City of San José and provided by the District in a timely manner to the City of San José. This Settlement Agreement, preparation of the school facility plan, and preparation of the analysis of construction costs and operational impacts to District shall in no way create any additional legal or financial obligations between the City of San José and District.
- 1.9 Adjustments in the amount of the estimated construction costs of providing the specified public facilities listed above shall be adjusted according to adjustments in the Engineering News Record Construction Cost Index, published by the Engineering News Record (Twenty Cities Construction Index). Adjustments in the amount of the estimated planning, engineering, and other studies specified above shall be adjusted according to adjustments in the Consumer Price Index for All Urban Consumers (CPI-U) Engineering News Record Construction Cost Index, reported by the United States Department of Labor, Bureau of Labor Statistics (San Francisco-Oakland-San José index).

2. **Settlement by San José with City of Milpitas and County of Santa Clara.**

It is understood by all parties that the City of San José is in settlement discussions with the City of Milpitas regarding resolution of litigation pertaining to the North San José Development Policies and related matters, and that the City, Council and Redevelopment Agency of the City of San José are in settlement discussions with the County of Santa Clara to resolve litigation regarding the County's Fairgrounds and the North San José Development Policies. It is expressly understood and agreed that this Settlement Agreement is not contingent on the outcome of either of these matters.

2.1 **Acceptance of Traffic Impacts**

In light of San José's commitments identified in paragraphs (1.2) through (1.8) above, Santa Clara agrees to accept the NSJ Project's transportation impacts within the City of Santa Clara without further mitigation from San José.

3. **Releases by Santa Clara.**

Except for the obligations, representations, and warranties expressly created by, made in, or arising out of this Settlement Agreement, Santa Clara does hereby fully, finally and forever relieve, release, and discharge San José and County and their respective past and present affiliates, officers, directors, partners, members, trustees, beneficiaries, servants, employees, contractors, subcontractors agents, insurers, representatives, attorneys, and the predecessors, successors, assigns, partners, insurers, and all other related individuals and entities of each of them, from any and all claims, demands, damages, debts, liabilities, accounts, costs, expenses, liens, obligations, injunctive relief, fees, actions, causes of action (at law, in equity, or otherwise), suits, agreements, promises, rights, rights to subrogation, rights to contribution, and remedies of any nature whatsoever, known or unknown, fixed or contingent, which Santa Clara now has, ever had, or hereafter may have against San José and County, by reason of any matter, cause, or thing arising out of, based upon, or in any way relating to the June 2005 North San José Project approvals or any re-approvals or other actions required for dismissal, discharge of the Peremptory Writ of Mandate, or other final resolution of the Litigation. Nothing contained herein shall in any way limit Santa Clara's right and ability to challenge future approvals related to the North San José Project, except that Santa Clara agrees not to challenge any future approvals on the basis of environmental impacts either (1) previously identified in the existing EIR, or (2) alleged in the Litigation to have been unidentified, unmitigated, or insufficiently mitigated in the existing EIR or existing project approvals.

4. **Releases by County.**

Except for the obligations, representations, and warranties expressly created by, made in, or arising out of this Settlement Agreement, County on behalf of itself and all of its affiliates, does hereby fully, finally and forever relieve, release, and discharge the Santa Clara and San José and their respective past and present affiliates, officers, directors, partners, members, trustees, beneficiaries, servants, employees, contractors, subcontractors, agents, insurers, representatives, attorneys, and the predecessors, successors, assigns, partners, insurers, and all other related individuals and entities of each of them, from any and all claims, demands, damages, debts, liabilities, accounts, costs, expenses, liens, obligations, injunctive relief, fees, actions, causes of action (at law, in equity, or otherwise), suits, agreements, promises, rights, rights to subrogation, rights to contribution, and remedies of any nature whatsoever, known or unknown, fixed or contingent, which County now has, ever had, or hereafter may have against Santa Clara or San José and/or the Santa Clara Parties by reason of any matter, cause, or thing arising out of, based upon, or in any way relating to the June 2005 North San José Project approvals or any re-approvals or other actions required for dismissal, discharge of the Peremptory Writ of Mandate, or other final resolution of the Litigation. Nothing contained herein shall in any way limit County's right and ability to challenge future approvals related to the North San José Project, except that County agrees not to challenge any future approvals on the basis of environmental impacts either (1) previously identified in the existing EIR, or (2) alleged in the Litigation to have been unidentified, unmitigated, or insufficiently mitigated in the existing EIR or existing project approvals.

5. Releases by San José.

Except for the obligations, representations, and warranties expressly created by, made in, or arising out of this Settlement Agreement, San José, on behalf of itself and all of its affiliates, does hereby fully, finally and forever relieve, release, and discharge Santa Clara and County and their respective past and present affiliates, officers, directors, partners, members, trustees, beneficiaries, servants, employees, contractors, subcontractors, agents, insurers, representatives, attorneys, and the predecessors, successors, assigns, partners, insurers, and all other related individuals and entities of each of them, from any and all claims, demands, damages, debts, liabilities, accounts, costs, expenses, liens, obligations, injunctive relief, fees, actions, causes of action (at law, in equity, or otherwise), suits, agreements, promises, rights, rights to subrogation, rights to contribution, and remedies of any nature whatsoever, known or unknown, fixed or contingent, which San José now has, ever had, or hereafter may have against Santa Clara or County by reason of any matter, cause, or thing arising out of, based upon, or in any way relating to the Litigation.

6. California Civil Code Section 1542 Waiver.

It is the intention of the Parties in executing this Settlement Agreement that this instrument shall be effective as a full and final release, accord and satisfaction of each and every matter released. In furtherance of this intention, Santa Clara, San José and County each acknowledge their familiarity with and expressly, knowingly and intentionally waive the benefit of California Civil Code Section 1542, which is set forth below, and specifically agree that this release shall extend to all claims arising out of transactions related to the Gateway Project prior to the date of this Settlement Agreement which they do not know or expect to exist in their favor at this time. California Civil Code Section 1542 provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

The Parties understand and acknowledge the significance and consequences of this Settlement Agreement and of such specific waiver of Civil Code Section Section 1542 and expressly consent that this Settlement Agreement shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown and unsuspected claims, demands, obligations and causes of action, if any, as well as those relating to any other claims, demands, obligations or causes of action specified above. The Parties each further acknowledge and agree that their waivers of rights under California Civil Code Section 1542 are essential and material terms of this Settlement Agreement, and, without such waivers, this Settlement Agreement would not have been entered into.

7. **Discovery of Facts.**

Each of the Parties expressly and knowingly acknowledges that it or its attorneys may, after execution of this Settlement Agreement, discover claims, damages, facts, or law different from or in addition to those which each now knows or believes to exist or be applicable with respect to this Settlement Agreement. Nonetheless, it is the Parties' intention fully, finally and forever to settle and release each and every matter released in this Settlement Agreement, known and unknown, suspected or unsuspected, which now exist, may exist, or heretofore have existed, which is released in this Settlement Agreement. In furtherance of this intention, the releases given by Santa Clara, San José and County shall be and remain in effect as full and complete releases of all released matters notwithstanding the discovery or existence of any such additional or different claims, damages, facts, or law.

8. **No Admission of Liability.**

The Parties acknowledge that this Settlement Agreement is a compromise of disputed claims, and that neither this Settlement Agreement, nor any compliance with this Settlement Agreement or consideration pursuant to this Settlement Agreement, shall be construed as an admission by any of the Parties to this Settlement Agreement of any liability whatsoever and all such liability is hereby expressly denied. The Parties agree that this Settlement Agreement shall not be used by any Party in any other proceeding to establish liability or as evidence of any such liability.

9. **Entire Agreement between San José and Santa Clara.**

This Settlement Agreement contains all the terms and conditions agreed upon by Santa Clara and San José regarding the subject matter of this Settlement Agreement. Any prior agreements, promises, negotiations, or representations, either oral or written, relating to the subject matter of this Settlement Agreement not expressly set forth or referred to in this Settlement Agreement are of no force or effect. The Parties agree that this Settlement Agreement is not contingent on the outcome of the separate settlements referenced in paragraph 2, above.

9.1 **Entire Agreement between Santa Clara and County**

This Settlement Agreement contains all the terms and conditions agreed upon by Santa Clara and County regarding the subject matter of this Settlement Agreement. Any prior agreements, promises, negotiations, or representations, either oral or written, relating to the subject matter of this Settlement Agreement not expressly set forth or referred to in this Settlement Agreement are of no force or effect. The Parties agree that this Settlement Agreement is not contingent on the outcome of the separate settlements referenced in paragraph 2, above.

10. **Agreement Interpretation.**

This Settlement Agreement shall be deemed to have been drafted jointly by the Parties. It is agreed and understood that the general rule that ambiguities are to be construed against the drafter shall not apply to this Settlement Agreement.

11. **Enforcement of Agreement.**

The Parties, and each of them, agree that any action or proceeding brought to interpret or enforce the terms of this Settlement Agreement, or to seek damages for breach of a Party's performance of the terms of this Settlement Agreement, shall be brought before a mediator, at a mutually convenient location in California, and if such mediation is unsuccessful, then before a mutually agreeable impartial arbitrator. Any arbitration held pursuant to this Settlement Agreement shall be non-binding.

12. **Governing Law.**

This Settlement Agreement shall be construed and governed exclusively by the substantive laws of the State of California, without giving effect to its conflict of laws provisions.

13. **Headings.**

The headings of this Settlement Agreement are provided for convenience and reference only and shall not bear upon the interpretation or enforcement of this Settlement Agreement.

14. **Successors.**

This Settlement Agreement shall bind and inure to the benefit of the Parties and the respective successors, and assigns of each of them.

15. **Amendment and Modification.**

Any amendment or modification of this Settlement Agreement must be in writing, and signed by all of the Parties. Any amendment or modification not made in this manner shall have no force or effect.

16. **Notice.**

Any notice to be given to one of the Parties shall be in writing and shall be given either by personal delivery, overnight delivery, or by registered or certified mail with return receipt requested (with contemporaneous notice by facsimile) and addressed as follows:



To Santa Clara:

City of Santa Clara  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408)615-3001  
Facsimile (408)249-7846

with a copy to:

Office of the City Attorney  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2230  
Facsimile (408) 249-7846

To Redevelopment Agency of the City of Santa Clara:

Redevelopment Agency of  
the City of Santa Clara  
1500 Warburton Ave.  
Santa Clara, CA 95050

To County of Santa Clara

County Executive  
70 West Hedding Street  
11<sup>th</sup> Floor, East Wing  
San José, California 95110

with a copy to:

Office of the County Counsel  
County of Santa Clara  
70 W. Hedding St.  
9<sup>th</sup> Floor, East Wing  
San José, CA 95110

To City of San José

City Manager  
200 East Santa Clara Street  
17<sup>th</sup> Floor Tower  
San José, California 95113

with a copy to:

Office of the City Attorney  
200 East Santa Clara Street  
San José, CA 95113-1905

To Redevelopment Agency of the City of San José

Executive Director  
200 East Santa Clara Street  
14<sup>th</sup> Floor Tower  
San José, California 95113

with a copy to:

Office of the General Counsel  
200 East Santa Clara Street  
San José, CA 95113-1905

Any Party may, by written notice to the others, designate a different person, address, telephone or facsimile number, or other information specified above, which shall be substituted for the one specified above.

17. **No Waiver.**

The failure of any of the Parties to insist upon strict adherence to any provision of this Settlement Agreement, or to object to any failure to comply with any provision of this Settlement Agreement, shall not be a waiver of that provision or preclude that Party from enforcing that provision. None of the provisions of this Settlement Agreement, including the provisions of this paragraph, shall be deemed to be waived, except by a writing signed by the Party against whom enforcement of the waiver is sought.

18. Further Assurances.

Each of the Parties agrees to do any and all acts or things reasonably necessary in connection with the performance of its obligations under this Settlement Agreement without undue delay or expense.

19. Assistance of Counsel.

The Parties, and each of them, represent and warrant that each has investigated the facts as deemed necessary to execute this Settlement Agreement; that each has had the opportunity to review and discuss this Settlement Agreement with their counsel; and that no payments, promises, representations, or inducements for the execution of this Settlement Agreement have been made or in any way relied on in executing this Settlement Agreement except for the separate settlement agreement between San José and County and as solely described in this Settlement Agreement.

20. Costs and Fees.

It is agreed and understood that each of the Parties shall bear its own costs and attorneys' fees with respect to the Litigation, the Appeal, and this Settlement Agreement, including all costs and attorneys' fees incurred in connection with, or in any way related to, the negotiation or consummation of this Settlement Agreement.

21. Due Authority.

Each individual signing this Settlement Agreement expressly states and warrants that he or she has due authority to sign and execute this Settlement Agreement on behalf of the person or entity for whom the individual signs.

22. Counterparts

This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument.

23. Severability.

If any provision of this Settlement Agreement is determined to be unenforceable, invalid, or illegal, the other provisions of this Settlement Agreement shall continue in full force and effect.

24. Effective Date.

This Settlement Agreement shall become effective, final, and binding on the Effective Date of this Settlement Agreement.


25. Incorporation of Preamble and Recitals.

The Parties to this Settlement Agreement agree and attest to the truth and accuracy of the provisions contained in the Preamble and Recitals set forth above. The provisions of the Preamble and Recitals are hereby incorporated and made a part of this Settlement Agreement by this reference. The Parties agree that this Settlement Agreement has been entered into, at least in part, in consideration of the provisions contained in the Preamble and Recitals, as well as the provisions contained in the balance of this Settlement Agreement.

The Parties acknowledge and accept the terms and conditions of this Settlement Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Settlement Agreement shall become valid and enforceable as of the Effective Date.

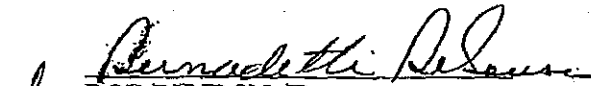
**CITY OF SANTA CLARA, CALIFORNIA,**  
a chartered California municipal corporation

Approved as to form:

  
MICHAEL R. DOWNEY  
City Attorney

By:   
JENNIFER SPARACINO  
City Manager

Attest:

  
for ROD DIRIDON, JR.  
City Clerk

1500 Warburton Avenue  
Santa Clara, CA. 95050  
Telephone: (408)615-2210  
Fax: (408)241-6771

Approved as to form:

COUNTY OF SANTA CLARA

\_\_\_\_\_  
ANN RAVEL  
County Counsel  
COUNTY OF SANTA CLARA

\_\_\_\_\_  
Chairperson  
Board of Supervisors

ATTEST

\_\_\_\_\_  
Clerk  
Board of Supervisors

25. Incorporation of Preamble and Recitals.

The Parties to this Settlement Agreement agree and attest to the truth and accuracy of the provisions contained in the Preamble and Recitals set forth above. The provisions of the Preamble and Recitals are hereby incorporated and made a part of this Settlement Agreement by this reference. The Parties agree that this Settlement Agreement has been entered into, at least in part, in consideration of the provisions contained in the Preamble and Recitals, as well as the provisions contained in the balance of this Settlement Agreement.

The Parties acknowledge and accept the terms and conditions of this Settlement Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Settlement Agreement shall become valid and enforceable as of the Effective Date.

**CITY OF SANTA CLARA, CALIFORNIA,**  
a chartered California municipal corporation.


Approved as to form:

\_\_\_\_\_  
MICHAEL R. DOWNEY  
City Attorney

Attest:

\_\_\_\_\_  
ROD DIRIDON, JR.  
City Clerk

Approved as to form:

  
ANN RAVEL  
County Counsel  
COUNTY OF SANTA CLARA

ATTEST


  
Clerk PHYLLIS A. PEREZ  
Board of Supervisors

By: \_\_\_\_\_

JENNIFER SPARACINO  
City Manager

1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408)615-2210  
Fax: (408)241-6771

COUNTY OF SANTA CLARA

  
Chairperson JAMES T. BEALL, JR.  
Board of Supervisors

APPROVED AS TO LEGAL FORM:

City Attorney

CITY OF SAN JOSÉ

Mayor

ATTEST

City Clerk

APPROVED AS TO LEGAL FORM:

General Counsel

REDEVELOPMENT AGENCY OF THE  
CITY OF SAN JOSÉ

Chairperson

ATTEST

Secretary

## **EXHIBIT 3**

## SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made as of this 16 day of November, 2006, by and among the County of Santa Clara ("County"), the Santa Clara County Financing Authority ("SCCFA"), the Silicon Valley Theatre Financing Corporation ("SVTFC"), sometimes collectively referred to as the "County Parties," and the City of San Jose ("City") and the Redevelopment Agency of the City of San Jose ("Agency"), sometimes the City and Agency are collectively referred to herein as the "City Parties." This Agreement shall also constitute the settlement agreement between the City and County for the mitigation of transportation impacts arising from the North San Jose Area Development Policies Update ("NSJ Project.")

### RECITALS

- A. The County, City and Agency previously entered into an Amended and Restated Agreement among the Redevelopment Agency of the City of San Jose, the County of Santa Clara, and the City of San Jose dated May 22, 2001 ("May 2001 Agreement"). The May 2001 Agreement remains in effect, and nothing herein is intended to amend that May 2001 Agreement except that Section VII, Paragraph I, Subpart 7, of the May 2001 Agreement, respecting the annexation of County pockets, shall now be read and interpreted in conjunction with that which is set forth in this Agreement.
- B. The County Parties entered into various agreements with several private parties to construct and operate a theater at the County's fairgrounds property ("Fairgrounds").
- C. On August 2, 2004, the City Parties filed a Complaint in Santa Clara County Superior Court, Case No. 104CV024291 ("Case No. 024291" or "Fairgrounds Litigation"), seeking a judicial determination as to whether the County's approval of the theater project at the Fairgrounds violated the May 2001

Agreement. This complaint set forth claims for declaratory relief against the County, and preliminary and permanent injunction against the County Parties.

- D. On or about October 14, 2004, the City Parties filed a First Amended Complaint in Case No. 024291, setting forth a claim for declaratory relief against the County, and interference with contractual relationship against SCCFA and SVTFC.
- E. On or about October 20, 2004, the venue was changed to the San Mateo County Superior Court, and this civil action was later transferred and assigned Case No. CIV442629 ("Case No. 442629").
- F. On December 13, 2004, the City Parties filed a Second Amended Complaint in Case No. 442629, setting forth claims for declaratory relief against the County, interference with contractual relationship against SCCFA and SVTFC, breach of contract against the County, petition for alternative and peremptory writs of mandamus against the County, and petition for writ of administrative mandamus against the County. On February 28, 2005, the County Parties filed an Answer to this Second Amended Complaint, and later on March 3, 2005, filed an Amended Answer.
- G. On April 28, 2005, the County filed a Cross-Complaint in Case No. 442629, setting forth claims for breach of contract, breach of the implied covenant of good faith and fair dealing, and intentional interference with prospective economic relations against the City Parties. On or about July 13, 2005, the City Parties filed an Answer to this Cross-Complaint.
- H. On January 9, 2006, the Court of Appeal of the State of California, First Appellate District, reversed the November 22, 2004 Superior Court Order granting County Parties' special motion to strike as to the City Parties' injunction cause of action in the original August 2, 2004 complaint.



- I. On February 16, 2006, the San Mateo County Superior Court granted the County Parties' Motion for Summary Judgment in Case No. 442629, and issued an Order that all claims alleged in the Second Amended Complaint are adjudicated in favor of the County Parties and against the City Parties. In a separate Order dated February 28, 2006, the San Mateo County Superior Court granted the City Parties' Motion for Summary Adjudication as to the First Cause of Action (breach of Paragraph VII(P)(3) of the May 2001 Agreement) and Fifth Cause of Action (intentional interference with prospective economic relations) of the Cross-Complaint. The City Parties' motion was denied as to the Cross-Complaint's remaining causes of action.
- J. On July 28, 2005, the County filed suit against the City in the Santa Clara County Superior Court, Case No. 105CV046005, entitled *County of Santa Clara v. City of San Jose, et al.* ("Case No. 046005" or "North San Jose Litigation"), alleging, *inter alia*, that the City's approval of the NSJ Project and certification of the North San Jose Area Development Policies Update Environmental Impact Report ("NSJ EIR") violated various provisions of the California Environmental Quality Act of 1970 ("CEQA"). This North San Jose Litigation was later consolidated with two separate actions filed by the City of Santa Clara and Redevelopment Agency of the City of Santa Clara, and the City of Milpitas, and the consolidated action continued under Case No. 046005.
- K. On March 2, 2006, a trial was held in the North San Jose Litigation. In the Notice of Decision Issued on March 2, 2006, the Court held that there was not substantial evidence to support the City's determination that there were no feasible mitigation measures for impacts to transportation facilities under the jurisdiction or control of other public agencies. The Court further held that San Jose's findings were timely, that San Jose's findings concerning potable water supply were supported by substantial evidence, and that San Jose's findings that the NSJ Project would not have cumulative impacts on wastewater facilities were supported by substantial evidence. On March 28,

2006, a Judgment and a Peremptory Writ of Mandate were entered in accordance with the Notice of Decision in the North San Jose Litigation.

- L. The County Parties and City Parties desire to settle and compromise all claims and defenses that were asserted in the Fairgrounds Litigation. The City Parties and the County further desire to settle and compromise all claims and defenses that were asserted in the North San Jose Litigation.

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

1. Resolution of the Fairgrounds Litigation

a. Entry of Judgment

In regard to the Second Amended Complaint in Case No. 442629, the City Parties agree to allow Judgment to be entered in favor of the County Parties against the City Parties respecting the February 16, 2006 Court Order granting the County Parties' Motion for Summary Judgment. The City Parties waive any appeal, and the County Parties waive their costs of suit and attorneys' fees respecting such judgment.

b. Dismissal of County Cross-Complaint

The County agrees to execute a request for dismissal with prejudice of its Cross-Complaint as to all cross-defendants, including the City Parties, within two weeks from the date of this Agreement.

c. Waiver of Claims and Damages

The County Parties hereby waive any and all claims or damages relating to or arising out of the Fairgrounds Litigation.

d. Payments by City and/or Agency

The City and/or Agency shall contribute the sum of \$22.5 million to County in three (3) equal installments of \$7.5 million to be used towards a community project that has been identified as the construction of a County Crime Laboratory, seismic upgrades to Superior Court or Valley Medical Center facilities, or seismic upgrades of other existing facilities that would benefit the citizens of City. The first payment shall be made no later than July 1, 2007; the second payment shall be made no later than July 1, 2008; and, the third payment shall be made by no later than July 1, 2009. It is the intent of the City and Agency that these payments will be made out of Agency bond funds. It is understood that if Agency bond funds are not available when installment payments are due, the City and/or Agency shall nevertheless make each installment payment from other sources of their choosing. It is further understood that these contributions shall be made in addition to any pass-through or delegated fund payments contained in the May 2001 Agreement.

The contribution of the funds set forth in this paragraph (d) shall be expressly contingent upon the execution of separate settlement agreements between the City of San Jose, the City of Santa Clara, the Santa Clara Redevelopment Agency, and the City of Milpitas to resolve the consolidated North San Jose Litigation. The County agrees to provide its best efforts to achieve final resolution of the consolidated North San Jose Litigation through executed settlement agreements between City Parties and the Cities of Milpitas and Santa Clara.

e. Annexation of County Pockets

In terms of the annexation of existing County Pockets (or urban unincorporated "islands") of unincorporated land that are scattered throughout the City's Urban Service Area, the parties agree as follows:

i. Annexation of County Pockets of 150 Acres or Less

City shall immediately initiate a process leading to the consideration by City's City Council of the annexation of all such existing County Pockets of 150 acres or less, and the City shall make good-faith efforts to complete all such County Pocket annexations by April 15, 2011. The respective parties recognize that legislative changes could affect the City's ability to annex such County Pockets, and that City shall not be held liable or responsible for delays or inabilities directly created by or resulting from changes in applicable State legislation. The County agrees that, in order to facilitate the processing of these annexations, it shall absorb the usual County costs associated with preparing annexation maps and providing Assessor's and Surveyor's reports, for which the County normally charges fees to the annexing entity. County shall pay for any LAFCO work and fees related to such annexations. County shall further pay any State Board of Equalization fees related to such annexations.

ii. Annexation of County Pockets Greater than 150 Acres

a) City will use good-faith efforts to initiate the processing of annexations for such existing County Pockets of greater than 150 acres by April 15, 2011, by commencing the processes necessary for the City Council to consider adoption of a Specific Annexation Plan for each such pocket subject to all applicable conditions and requirements of California law. The respective parties recognize that legislative changes could affect the City's ability to process or annex such County Pockets as contemplated herein, and that City shall not be held liable or responsible for delays or inabilities created by or resulting from changes in the applicable State legislation.

b) Each Specific Annexation Plan shall include estimated dates for the following (i) when pre-zoning will

be completed; (ii) when information regarding a comparison of services and charges will be mailed to property owners and registered voters; (iii) at least two community information meetings to be held; (iv) when the City will prepare and submit an annexation map to LAFCO; (iv) when the City Council will consider formal initiation of annexation by resolution; and (v) when the City will hold a protest hearing, if necessary. The City shall comply with the Cortese Knox Hertzberg Local Government Reorganization Act, and either consider immediate termination of the annexation proceeding, immediate completion of annexation without voter election, or immediate approval of annexation subject to voter election with an attempt to hold said election as soon as possible thereafter. An adverse election result for approval of annexation of any County Pocket shall relieve City from any further obligations under this Agreement to seek annexation of said County Pocket, unless there is a subsequent change in state law that would allow for annexation of said County Pocket without an election.

iii. The County shall cooperate with the City by providing, at the County's sole cost and expense, information that is reasonably necessary in order for the City to prepare a comparison of services and charges to be mailed to property owners and registered voters. The County shall provide to the City such information within a reasonable time following receipt of the City's request for such information.

iv. The parties shall meet and confer, pursuant to the provisions of Revenue and Taxation Code §99 and any other applicable California law, to discuss the sharing of revenues from the County pockets subject to annexation.

v. Force Majeure Provision

A court order, judgment, administrative proceeding, litigation, or legislation that prohibits the annexations of pocket(s) contemplated herein shall excuse the City's annexation obligation/performance under this Agreement. Any court order,

administrative proceeding, judgment, litigation, or legislation that delays the annexation of pocket(s) contemplated herein will affect the City's compliance with the April 15, 2011 deadline, but City shall complete the annexations as soon as possible subject to any and all legal requirements caused by the delay.

2. Resolution of the North San Jose Litigation

a. The NSJ EIR outlines a number of proposed improvements for the Montague Expressway within the City to mitigate traffic impacts from the NSJ Project. The implementation of these improvements is scheduled to occur during specified phases of the NSJ Project as described in the NSJ EIR. In its Findings for the NSJ Project, Resolution No. 72768, the City Council determined that the NSJ Project included a comprehensive package of roadway improvements (including upgrades to freeway, expressway, and local street facilities). The Findings' Mitigation Monitoring and Reporting Program holds that the City Department of Public Works will ensure implementation of the identified mitigation as described in the NSJ EIR based upon conditions and commitments included in the Final Public Works Clearance for development within the project area. The Mitigation Monitoring and Reporting Program further holds that 85% of all infrastructure mitigation for any individual phase (and all infrastructure for any previous phase) must be built or its implementation reasonably assured prior to issuance of building permits for any subsequent phase.

b. The County, City, and Agency agree to settle the North San Jose lawsuit as described herein conditioned on the following:

i. City Constructed Projects.

In and as a part of the implementation of Phase I of the NSJ Plan, City shall complete and fund mitigations as follows:  
Montague Expressway widening to 8 lanes between Lick Mill

and Trade Zone; all portions of the Expressway regardless of City boundaries, including Interchange modifications at I-880 and the Trimble flyover; City shall complete the McCarthy-O'Toole Interchange as a part of the implementation of Phase III of the NSJ Plan.

ii. City Funded Projects.

City shall fund up to an amount not to exceed \$11 million dollars, and County shall construct the Montague "base project" 8-lane improvements as identified in the Comprehensive County Expressway Planning Study, Implementation Plan - Montague Expressway Tier 1A project, specifically:

- (a) completion of Interchange modifications at I-680,
- (b) widening between I-680 and Park Victoria, and
- (c) any widening remaining to be done between Capitol and I-680.

City shall provide such funding no later than June 30, 2010. County shall make a good faith effort to complete all of these improvements within 5 ½ years of receipt of City's funds so long as City's \$11 million contribution is sufficient to cover the improvements or alternate funds are available to complete the improvements.

iii. Montague/Mission/101 Interchange Project.

County and City agree, to the extent allowed by law, to continue their support for inclusion in the Valley Transportation Plan 2030 ("VTP 2030 Plan") the reconstruction of the interchange at Montague and Highway 101, with improvements to Mission College Boulevard as identified in the Comprehensive County Expressway Planning Study, Implementation Plan - Montague Expressway, Tier 1B project ("Montague/Mission/101

Interchange Project"). The County and City also agree that this is a high priority for State Transportation Improvement Program ("STIP") funding. County shall be solely responsible for all planning and design activities related to the Montague/Mission/101 Interchange Project; provided, however, that County's financial obligations for the Montague/Mission/101 Interchange Project shall not exceed the amounts set forth in this Section 2.b.iii. Such activities shall include, but not be limited to, the completion of the Project Study Report ("PSR") estimated to cost \$500,000 and the submission of such PSR to Caltrans within 1 year of the effective date of this Agreement. On or before June 30, 2010, County shall fund the design work for the construction of the Montague/Mission/101 Interchange Project, as identified in the Expressway Study and as contemplated in the PSR prepared in accordance with this Settlement Agreement. The design work shall be completed on or before June 30, 2014. In no event shall County's funding responsibility for the design work exceed \$1,500,000.00. If funding for the construction of the Montague/Mission/101 Interchange Project is not available on or before July 1, 2014, City Parties shall pay \$1,500,000 to County, and County shall allocate that \$1,500,000 for construction of the Montague/Mission/101 Interchange Project in conformity with the PSR and such other design work as may be necessary to improve the intersection for the ultimate interchange improvements at Highway 101 and Montague Expressway.

iv. San Tomas at Stevens Creek Widening Project.

County and City agree that STIP funding to extend the limits of the mitigation project for San Tomas Expressway widening to 8 lanes between Moorpark (at the south) and El Camino Real (at the north) is a high priority. Commencing immediately and until such time as funding is secured, VTA representatives from County and City shall take all lawful actions to support the inclusion of the widening of San Tomas Expressway to 8 lanes between Moorpark and El Camino Real, as identified and



described in the Expressway Study in the VTP 2030 plan, as a high-priority item for STIP funding.

c. In light of City Parties' commitments identified in Paragraph 2(b) above, County agrees to accept the NSJ Project's transportation impacts on transportation facilities under the County's jurisdiction or control without further mitigation from City Parties.

d. County shall take all reasonable steps necessary to resolve the North San Jose Litigation in a manner that will allow the NSJ Project to proceed, including, but not limited to, supporting a motion to set aside the March 28, 2006 Judgment in Case No. 046005, discharge of the Peremptory Writ of Mandate, and dismissal of Case No. 046005. County shall neither require nor insist that City Parties set aside any of their existing approvals or circulate any new environmental documents for the NSJ Project.

3. No Admission of Liability

The parties agree that this Agreement is part of a compromise and settlement of disputed claims. The parties further acknowledge and agree that this Agreement shall not be construed or deemed to be evidence of any admission of any fact, matter or thing.

4. Waiver of Costs

The parties agree to waive all costs, fees, or sanctions against one another respecting the Fairgrounds Litigation and North San Jose Litigation.

5. Joint Statement

The parties have previously agreed on a joint statement regarding this Agreement.

6. Governing Law, Forum, and Jurisdiction.

a. This Agreement, respecting the resolution of Case No. 442629, shall be interpreted in accordance with and covered in all respects by the laws of the State of California, and the respective parties submit to the exclusive jurisdiction and venue of the San Mateo County Superior Court, the Honorable Mark Forcum, for purposes of interpretation and enforcement. In the event Judge Forcum is no longer sitting on the San Mateo County Superior Court bench at the time any issue regarding interpretation or enforcement arises, then the parties agree to submit the matter to a Judge selected by the Presiding Judge of the San Mateo County Superior Court.

b. This Agreement, respecting the resolution of the North San Jose Litigation, shall be interpreted in accordance with and covered in all respects by the laws of the State of California, and the respective parties submit to the exclusive jurisdiction and venue of the Santa Clara County Superior Court, the Honorable Leslie Nichols, for purposes of interpretation and enforcement. In the event Judge Nichols is no longer sitting on the Santa Clara County Superior Court bench at the time any issue regarding interpretation or enforcement arises, then the parties agree to submit the matter to a Judge selected by the Presiding Judge of the Santa Clara County Superior Court. To the extent that any dispute between City Parties and County regarding the North San Jose Litigation involves the City of Santa Clara and the separate Settlement Agreement entered into between City Parties, County, the City of Santa Clara, and the Redevelopment Agency of the City of Santa Clara, then the resolution provisions of that separate Settlement Agreement shall prevail.

7. Integration

The parties agree that the terms of this Agreement are contractual, and not mere recital, and constitute a fully binding and complete agreement between the County and the City

Parties. Except for the settlement agreement between the City Parties, City of Santa Clara, Redevelopment Agency of the City of Santa Clara, and County of Santa Clara in the North San Jose Litigation, which is intended to be consistent with the provisions of this Agreement with respect to the North San Jose Litigation, this Agreement supersedes any and all prior or contemporaneous agreements, representations, and understandings of and between the parties on those matters addressed in this Agreement. The parties understand that the terms of this Agreement may not be altered, amended, modified or otherwise changed in any respect of particular except by a writing duly executed by all of the parties hereto.

8. Construction and Interpretation

The parties, through their counsel, cooperated in the drafting in preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any party. Further, the titles and headings of sections of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement. The terms 'include', 'including' and similar terms shall be construed as though followed immediately by the phrase 'but not limited to.'

9. Severability

In the event that, any time subsequent to the execution of this Agreement, any portion or provision of it is found to be illegal, invalid, unenforceable, nonbinding or otherwise without legal force or effect, the remaining portion(s) will remain in force and be fully binding.

10. Counterparts

This Agreement may be executed by the parties in counterparts.

11. Additional Acts

The parties agree to do such acts and execute such documents as are necessary to carry out the provisions and purposes of this Agreement.

12. Notice

All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the respective parties as follows:

To County

Parties:

County of Santa Clara  
County Executive  
70 West Hedding Street  
11<sup>th</sup> Floor, East Wing  
San Jose, California 95110

To City:

City of San Jose  
City Manager  
200 East Santa Clara Street  
17<sup>th</sup> Floor Tower  
San Jose, California 95113

To Agency:

Redevelopment Agency of the City of San Jose  
Executive Director  
200 East Santa Clara Street  
14<sup>th</sup> Floor Tower  
San Jose, California 95113

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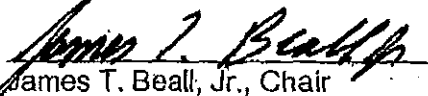
Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail.

IN WITNESS WHEREOF the parties have executed this Agreement upon the day and year above written.

ATTEST:

  
Phyllis A. Perez, Clerk  
Board of Supervisors


COUNTY OF SANTA CLARA

  
James T. Beall, Jr., Chair  
Board of Supervisors

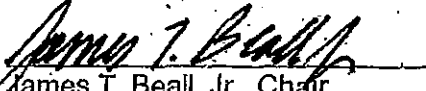
APPROVED AS TO FORM AND  
LEGALITY:

  
Ann Miller Ravel  
County Counsel

ATTEST:

  
Phyllis A. Perez  
Secretary

SANTA CLARA COUNTY FINANCING  
AUTHORITY

  
James T. Beall, Jr., Chair

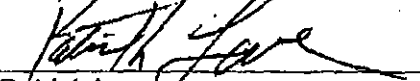
APPROVED AS TO FORM AND  
LEGALITY:

  
Ann Miller Ravel  
County Counsel

APPROVED AS TO FORM AND  
LEGALITY:

  
Ann Miller Ravel  
County Counsel

SILICON VALLEY THEATRE  
FINANCING CORPORATION

  
Patrick Love  
Executive Director

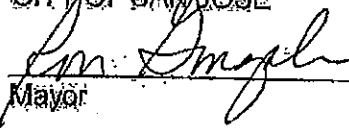
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ATTEST



City Clerk

CITY OF SAN JOSE

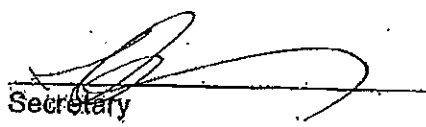


Mayor

APPROVED AS TO LEGAL FORM:

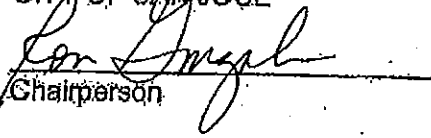
  
City Attorney

ATTEST



Secretary

REDEVELOPMENT AGENCY OF THE  
CITY OF SAN JOSE



Chairperson

APPROVED AS TO LEGAL FORM:

  
General Counsel

# **EXHIBIT 4**

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA  
SIXTH APPELLATE DISTRICT

**COPY**

CITY OF SANTA CLARA, et al.,  
Plaintiffs and Appellants,  
v.  
CITY OF SAN JOSE, et al.,  
Defendants and Respondents.

Court of Appeal - Sixth App. Dist.

**FILED**

NOV 22 2006

MICHAEL J. YERLY, Clerk

By \_\_\_\_\_  
DEPUTY

H030242

Santa Clara County No. CV046005, Santa Clara County No. CV046013, Santa Clara County  
No. CV046025

BY THE COURT:

Pursuant to the request of the appellant, the appeal filed on May 26, 2006, is  
dismissed. The remittitur shall issue forthwith.

NOV 22 2006

**RUSHING, P.J.**

Date: \_\_\_\_\_

\_\_\_\_\_  
P.J.



# **EXHIBIT 5**

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA  
SIXTH APPELLATE DISTRICT

**COPY**

Brian Cornelius Hopper  
Office of the City Attorney  
200 East Santa Clara Street  
San Jose, CA 95113

RE: CITY OF SANTA CLARA, et al.,  
Plaintiffs and Appellants,  
v.  
CITY OF SAN JOSE, et al.,  
Defendants and Respondents.

H030242  
Santa Clara County No. CV046005, Santa Clara County No. CV046013, Santa Clara  
County No. CV046025

**\*\* REMITTITUR \*\***

I, MICHAEL J. YERLY, Clerk of the Court of Appeal of the State of California, for the  
Sixth Appellate District, do hereby certify that the opinion or decision entered in the  
above-entitled cause on November 22, 2006, has now become final.

\_\_\_\_\_ Appellant ☒ Respondent to recover costs  
\_\_\_\_\_ Each party to bear own costs  
\_\_\_\_\_ Costs are not awarded in this proceeding  
\_\_\_\_\_ See decision for costs determination

Witness my hand and the seal of the Court affixed at my office on

**NOV 22 2006**

**{SEAL}**

MICHAEL J. YERLY, Clerk

By:

**J. VALDEZ FLOR**

Deputy

# **EXHIBIT 6**

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): Susan Burns Cochran, SBN 136268 Santa Clara City Attorney's Office 1500 Warburton Avenue  Santa Clara, CA 95050		TELEPHONE NO.: (408) 615-2230	FOR COURT USE ONLY  NOV 28 06  A. FLORESCA
ATTORNEY FOR (Name): City of Santa Clara, Redevelopment Agency of SC Enter name of court and name of judicial district and branch court, if any:  Downtown Superior Court			
PLAINTIFF/PETITIONER: City of Santa Clara, Redevelopment Agency of Santa Clara et al. DEFENDANT/RESPONDENT: City of San Jose et al.			
<b>REQUEST FOR DISMISSAL</b> <input type="checkbox"/> Personal Injury, Property Damage, or Wrongful Death <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other <input type="checkbox"/> Family Law <input type="checkbox"/> Eminent Domain <input checked="" type="checkbox"/> Other (specify): Writ of Mandate (CEQA)		CASE NUMBER: 105CV046005, 105CV046013 and 105CV046025	

— A conformed copy will not be returned by the clerk unless a method of return is provided with the document. —

1. TO THE CLERK: Please dismiss this action as follows:

- a. (1) ☒ With prejudice (2) ☐ Without prejudice
- b. (1) ☐ Complaint (2) ☐ Petition  
 (3) ☐ Cross-complaint filed by (name):  
 (4) ☐ Cross-complaint filed by (name):  
 (5) ☐ Entire action of all parties and all causes of action  
 (6) ☒ Other (specify): Petition in Action No. 105CV046005; 105CV046013 and 105CV046025

on (date):

on (date):

Date: November 28, 2006

Susan Burns Cochran, SBN 136268

(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

\* If dismissal requested is of specified parties only, of specified causes of action only, or of specified cross-complaints only, so state and identify the parties, causes of action, or cross-complaints to be dismissed.

  
 (SIGNATURE)

Attorney or party without attorney for: City of Santa Clara, Redevelopment Agency of Santa Clara et al.

☒ Plaintiff/Petitioner ☐ Defendant/Respondent  
☐ Cross-complainant

2. TO THE CLERK: Consent to the above dismissal is hereby given.\*\*

Date:

(TYPE OR PRINT NAME OF ☐ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

\*\* If a cross-complaint or Response (Family Law) seeking affirmative relief is on file, the attorney for cross-complaint (respondent) must sign this consent if required by Code of Civil Procedure section 581(i) or (j).

(SIGNATURE)  
 Attorney or party without attorney for:

☐ Plaintiff/Petitioner ☐ Defendant/Respondent  
☐ Cross-complainant

(To be completed by clerk)

3. ☒ Dismissal entered as requested on (date): NOV 28 2006

4. ☐ Dismissal entered on (date): as to only (name):

5. ☐ Dismissal not entered as requested for the following reasons (specify):

6. ☒ a. Attorney or party without attorney notified on (date): NOV 28 2006

b. Attorney or party without attorney not notified. Filing party failed to provide

☐ a copy to conform ☐ means to return conformed copy

Kiri Torre  
 Chief Executive Officer/Clerk

A. FLORESCA

Date: NOV 28 2006

Clerk, by \_\_\_\_\_, Deputy



## Agenda Report

19-1631

Agenda Date: 1/29/2019

### REPORT TO COUNCIL

#### SUBJECT

Update on Settlement Agreements with the City of San José regarding development projects (e.g., Santana West and CityPlace)

#### BACKGROUND

The purpose of this informational report is to provide an update on the following three (3) settlement agreements that the City of Santa Clara (Santa Clara) has with the City of San Jose (San Jose): 1) 2006 North San Jose Settlement Agreement, 2) 2018 City Place Settlement Agreement, and 3) 2018 Santana West Settlement Agreement.

As a year has passed since Santa Clara and San Jose reached a settlement over disputes related to the City Place and Santana West developments, staff is providing this update to inform the Council of recent changes that may be of interest to the Council or the general public.

This report will provide a brief background of the three settlement agreements, the key terms and timelines associated with each agreement, and the status of the key items which includes progress that both Santa Clara and San Jose have made towards fulfilling the key terms.

#### **2006 North San Jose Settlement Agreement**

In 2005, San Jose approved the North San Jose project, EIR, and Development Policy (collectively referred to as North San Jose), which includes 32,000 residential units, 26.7 million square feet of new industrial uses, and 1.7 million square feet of retail/commercial uses within northern San Jose. This 4,700 acre area is primarily bounded by Highway 237 to the north, the Guadalupe River and Highway 87 to the west, Coyote Creek to the east, and Interstate 880 to the south. In November 2006, Santa Clara entered into a settlement agreement with San Jose regarding litigation related to the North San Jose project. Additionally, the County of Santa Clara (County) and the City of Milpitas filed separate litigation actions against San Jose related to North San Jose and additional settlement agreements with these entities were executed with San Jose.

Included within the North San Jose EIR is a transportation improvement program that was projected to cost \$519 million in 2005 dollars. A North San Jose Traffic Impact Fee was created in 2005 to provide the majority of the funding necessary to complete the transportation improvements. Additionally, to ensure that the jobs and housing planned with North San Jose developed in parallel, North San Jose was structured into four (4) discrete project phases as shown below. As currently structured, a subsequent North San Jose phase is not available for development until the previous phase has been completed.

**Table 1 - North San Jose Project Phasing - Original**

<b>Original Policy Phasing</b>	<b>Development Allowed</b>
Phase 1	7 million sf Industrial 8,000 residential units
Phase 2	7 million sf Industrial 8,000 residential units
Phase 3	7 million sf Industrial 8,000 residential units
Phase 4	5.7 million sf Industrial 8,000 residential units

The 2006 Settlement Agreement between Santa Clara and San Jose covers two main topics: 1) Schools and 2) Traffic. Key terms include:

- Schools:
  - San Jose to pay \$25,000 to the Santa Clara Unified School District (School District) to fund a pupil (i.e. student) generation study
  - San Jose and the School District to complete a school facility plan to determine possible school site locations in North San Jose
- Traffic:
  - With Phase 1 of North San Jose, San Jose to fund and complete the widening of Montague Expressway to 8-lanes from Lick Mill Boulevard to Trade Zone Boulevard.
  - San Jose to provide funding and coordinate with the County regarding early design work for a proposed Montague/Mission/101 Interchange project.

## **2018 City Place and Santana West Settlement Agreements**

On January 12, 2018, Santa Clara and San Jose reached a settlement over legal disputes regarding the City Place development in Santa Clara and the Santana West development in San Jose. Two separate settlement agreements were executed for both projects, signed by both cities, and also included the respective private developers associated with both development projects.

### 2018 City Place Settlement Agreement

This settlement agreement pertains to the City Place development (City Place) in Santa Clara located at 5155 Stars & Stripes Drive on 239 acres of City-owned property adjacent to Levi's Stadium. City Place includes 5.7 million square feet of office, 1.5 million square feet of retail uses, 1,360 residential units, 700 hotel rooms, a 30-acre public park, and other public open space areas. Santa Clara, San Jose, and the Related Companies (developer for the City Place) are the parties within the settlement agreement. Key terms include:

- San Jose agreed to dismiss its appeal of the November 2017 San Mateo County Superior Court judgment upholding the City Place EIR.
- Related Companies to pay San Jose:
  - \$4.5 million for the first phase (1.5 million square feet) of City Place for traffic

- improvements in North San Jose
  - Up to \$10 million (less credits for first phase traffic improvement expenditures) as the second phase (1.5 million square feet) commences
  - \$5 million in 15 years, with credits available for market rate and affordable housing production in Santa Clara
- The Agreement also includes supportive language for Santa Clara's future City Place Multimodal Improvement Plan in addition to San Jose's desire to modify its North San Jose Development Policies to add additional housing.
- Both Santa Clara and San Jose agree to meet regularly to discuss development and traffic issues, particularly those in North San Jose.

### 2018 Santana West Settlement Agreement

This settlement agreement pertains to the Santana West development (Santana West), located in San Jose at the corner of Winchester Boulevard and Olsen Drive, within the Valley Fair/Santana Row Urban Village. Santana West includes 970,000 square feet of office space and 29,000 square feet of retail space on a 13 acre site. Santa Clara, San Jose, and Federal Realty Investment Trust (developer for Santana West) are parties to this settlement agreement. Key terms include:

- San Jose to implement \$2.5 million in identified traffic improvements within and adjacent to Stevens Creek Boulevard (within San Jose) before the issuance of occupancy for the first 300,000 square feet of rentable space within Santana West.
- San Jose (at their discretion) to add Class II and/or Class III bicycle boulevard treatments along Cypress Avenue from Stevens Creek Boulevard to Williams Road.
- San Jose to provide Santa Clara \$1.2 million in identified traffic calming improvements and traffic equipment upgrades before the issuance of occupancy for the first 300,000 square feet of rentable space within Santana West.
- San Jose agrees to use fees from Santana West to fund \$1.2 million in traffic improvements which include a feasibility study for potential pedestrian/bicycle grade separations at intersections on Stevens Creek Boulevard at Santana Row and Winchester Boulevard in addition to providing adaptive signal traffic equipment to Santa Clara along certain transportation corridors.
- San Jose to pay Santa Clara \$5 million for affordable housing and transportation improvements upon issuance of a grading or building permit for Santana West or by July 1, 2022.
- San Jose to collect fees pursuant to its Protected Intersection Policy for intersections that will also impact traffic in Santa Clara. Such fees will be directed towards transportation improvements that will alleviate traffic congestion in the City of Santa Clara that results from development in San Jose.
- Santa Clara and San Jose agree to work together to address traffic issues along the Stevens Creek corridor.

### DISCUSSION

Below is an update on the three Settlement Agreements.

### **2006 North San Jose Settlement Agreement - Update**

#### Status Update on Key Settlement Terms

For this settlement agreement, the schools related items have been satisfied. Regarding traffic, while Montague Expressway has been widened from First Street to Trade Zone Boulevard, the section between Lick Mill Boulevard to Trade Zone Boulevard has not been fully widened. In addition, for the Montague/Mission/101 Interchange project, early preliminary design work has been completed; however, final design and funding from San Jose has not been completed.

#### 2018 North San Jose Proposed Changes

In the fall of 2018, San Jose informed Santa Clara about upcoming proposed changes to North San Jose that their City Council is scheduled to hear in the spring of 2019. The primary driver behind the changes involves advancing additional residential units from Phase 2 to Phase 1. Currently, in Phase 1 of North San Jose, the level of industrial development has not triggered North San Jose to advance from Phase 1 to Phase 2. To advance additional residential units in the near term, San Jose proposes to collapse North San Jose from four (4) phases into two (2) phases as shown in the Table 2 below.

**Table 2 - North San Jose Project Phasing - Proposed**

Original Policy Phasing	Development Allowed
Phase A	14 million sf Industrial 16,000 residential units
Phase B	12.7 million sf Industrial 16,000 residential units

Staff is reviewing the traffic analysis and will provide comments during San Jose's environmental review process for the proposed changes to North San Jose. Based on an initial review, staff believes that these changes will affect the timing of when the North San Jose's traffic improvements are completed. As we understand, San Jose does not intend to alter the level or scope of traffic improvements, the completion date for certain items will likely occur at a later time due to the 4 phases being collapsed into 2 phases.

It is important to note that included within the 2018 City Place Settlement Agreement is language that states that *"Santa Clara shall make good faith efforts to support any modifications to the NSJ ADP that accelerate the construction of housing units, so long as such modifications include revision of the timing, nature, and scope of related traffic improvements where necessary to serve the acceleration of housing under the NSJ ADP."* Staff is reviewing the proposed changes to North San Jose to ensure compliance with the 2018 City Place Settlement Agreement.

#### **2018 City Place Settlement Agreement - Update**

Currently, staff is working with Related California on the City Place project to advance the project into early construction activities. It is anticipated that in early/mid 2019, pending approval from outside regulatory agencies such as the State of California Regional Water Quality Control Board, construction will begin at the project site. The construction being contemplated is related to early traffic improvement and utility relocation work necessary to advance future on-site building construction. Per the 2016 City approvals (i.e. Development Agreement, Master Community Plan, etc.) for the City Place Project, the development will be further advanced by the City's Community Development Department with Development Area Plans (DAP) for each project phase. Staff will



ensure that City's approvals of the DAP are consistent with the Related Companies' commitments with the 2018 City Place Settlement Agreement.

## **2018 Santana West Settlement Agreement - Update**

### Project Update

As the key terms with this settlement agreement pertain to proposed permitted construction activity within the Santana West development, staff is actively monitoring the construction permitting progress of the Santana West project. Currently, no grading or building permit has been issued for this project. Staff will continue to monitor the permitting timelines and activities for this project to ensure that the project is consistent with the terms of the 2018 Santana West Settlement Agreement.

### Stevens Creek Corridor Coordination

In July 2018, staff attended the first Stevens Creek corridor meeting between San Jose, Cupertino, and the Santa Clara Valley Transportation Authority. As reported to the City Council on August 28, 2018, staff began these coordination efforts to share information amongst the affected cities and agencies to address traffic issues along this key transportation corridor. Staff continues to meet with the affected agencies and will provide updates to the Council as discussions progress.

### Additional San Jose Projects along Stevens Creeks Boulevard

Staff monitors and provides relevant comments to new development projects proposed in San Jose along the Stevens Creek Boulevard corridor. As an example, staff provided a comment letter (Attachment 1) for a proposed mixed-use development at 4300 Stevens Creek Boulevard in San Jose. The intent of staff's review and comments are to ensure that projects along the Stevens Creek Boulevard corridor adhere to the terms and conditions specified in the 2018 Santana West Settlement Agreement.

It is important to note that the City has provided three additional letters (Attachment 2) to San Jose specifically requesting clarification about recent changes made to San Jose's Transportation Analysis Policy regarding its elimination of the Protected Intersection program. Specifically, the City has asked for clarification regarding how elimination of this developer funding source for traffic improvements will affect San Jose's compliance with the 2018 Santana West Settlement Agreement. San Jose has not provided responses to any of the letters. Staff will continue to coordinate with the City Manager's Office and City Attorney's Office regarding the clarification required.

## **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 this is a governmental organizational or administrative activity that will not result in direct or indirect changes to the environment.

## **FISCAL IMPACT**

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

## **COORDINATION**

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

**PUBLIC CONTACT**

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

**RECOMMENDATION**

Note and file this report regarding City of San Jose Settlement Agreements.

Reviewed by: Craig Mobeck, Director of Public Works

Approved by: Deanna J. Santana, City Manager

**ATTACHMENTS**

1. City of Santa Clara Comment Letter on 4300 Stevens Creek Boulevard dated October 15, 2018
2. Three City of Santa Clara Letters regarding San Jose Traffic Policy Changes

City of San Jose, Planning Division  
Attn: David Keyon, Senior Planner  
200 East Santa Clara Street, 3<sup>rd</sup> Floor  
San Jose, CA 95113

October 15, 2018

Re: Comments on Draft Environmental Impact Report (EIR) for the 4300 Stevens Creek Boulevard Mixed-Use Project

Dear David Keyon:

Thank you for including the City of Santa Clara in the environmental review process for the 4300 Stevens Creek Boulevard Mixed-Use Project ("Project"). City staff has reviewed the Environmental Impact Report (EIR) prepared for 1) a proposed Planned Development Rezoning to allow the development of a mixed use project with approximately 315,000 square feet of office/commercial space and up to 582 residential units 2) a Planned Development Permit to allow the demolition of five existing buildings totaling approximately 105,980 square feet, the removal of approximately 68 ordinance-sized trees, development of four buildings including a six-story approximately 233,000 square foot office building, a six-story parking garage, an eight-story mixed-use building containing approximately 10,000 square feet of ground floor commercial/retail and up to 289 residential units, and an eight-story residential building with approximately 293 residential units (including up to 88 affordable units), and development of an approximately 1.4-acre landscaped promenade.

The following comments are provided following our review of the EIR.

### **Transportation/Traffic**

The proposed midblock crosswalk across Stevens Creek Boulevard, landscaped median island and bulbouts will impact properties in Santa Clara and potentially corridor operations along Stevens Creek Boulevard. The northern portion of Stevens Creek Boulevard is located within the City of Santa Clara's jurisdiction and will require our approval which has not been obtained. The installation of the median island, bulbouts and crosswalk will impact operations of the auto dealership on the northside which may cascade into the adjacent residential area immediately north. The median island will also limit access and circulation to properties on the north side of Stevens Creek. Consequently, the City does not support the installation of the median island in the City of Santa Clara as described above and this improvement should be removed from the project description.

The intersection of Winchester Boulevard and Stevens Creek Boulevard goes from 80.3 secs of Delay at LOS F to 98.0 secs of Delay at LOS F under cumulative conditions, causing a critical change in delay of 34.6 seconds and a V/C change of 8.9%. This should be identified as a significant impact. As this is a protected intersection, we understand that San Jose will not propose capacity-increasing mitigation; however, San Jose cannot avoid its obligation to adopt feasible mitigation measures for significant impacts at protected intersections. Santa Clara requests that San Jose

identify the offsetting improvements that will be required pursuant to the Protected Intersection Policy, and explain how fees will be collected and programmed toward funding of improvements along the Stevens Creek Boulevard corridor per the terms of the Santana West Settlement Agreement with Santa Clara.

We concur with the conclusion in the EIR that the Project should pay a fairshare to the County towards the 8 lane widening of San Tomas Expressway at Saratoga Avenue due to impacts at this intersection.

We concur with the conclusion in the EIR that the Project should pay a fairshare to the County towards the 8 lane widening of San Tomas Expressway at Stevens Creek due to impacts at this intersection.

The EIR states that the project is eligible for a 20 percent reduced parking requirement due to its location in the Stevens Creek Urban Village area. With the reduced parking requirements, there is the potential for parking shortages and cars spilling out into adjacent residential areas and along Stevens Creek Boulevard, affecting nearby businesses in Santa Clara. The project should be required to conduct regular parking surveys as part of TDM monitoring to identify parking issues. Corresponding, the project should be required to mitigate parking issues if they occur.

### **Aesthetic Impacts**

As previously requested in the comments submitted on the NOP from the Thomas Law Group on behalf of the City of Santa Clara on February 9, 2018, the analysis of aesthetic impacts should be expanded to include consideration of the potential for the project to have shadow impacts as a result of the proposed building heights. Please conduct a shadow analysis.

Please revise the EIR and technical reports per the comments above. Should you have any questions regarding this letter, please contact Reena Brilliot, Planning Manager, via email at [rbrilliot@SantaClaraCA.gov](mailto:rbrilliot@SantaClaraCA.gov) or phone at 408-615-2452.

Best regards,



Andrew Crabtree  
Director of Community Development



# T|L|G Thomas Law Group

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CHRISTOPHER J. BUTCHER

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February 14, 2018

City of San José  
Rosalynn Hughey  
Planning Director  
200 East Santa Clara Street, 3rd Floor Tower  
San José, CA 95113

**Re: General Plan Amendment to Reflect New City Council Transportation  
Analysis Policy 5-1 (Project Nos. GPT17-009/PP17-082)**

Dear Ms. Hughey:

On behalf of our client, the City of Santa Clara, we write to request information regarding the proposed update to the City of San Jose's transportation analysis policies and related approvals considered by the Planning Commission on February 7, 2018. Under Senate Bill 743, the metric for analyzing transportation impacts under the California Environmental Quality Act (CEQA) will shift from a standard based on level of services (LOS) to one based on vehicle miles traveled (VMT). We understand that San Jose is considering amendments to the text of the General Plan to reflect these changes under SB 743 by incorporating new City Council Transportation Analysis Policy 5-1, as well as amendments to existing Policy 5-3 related to "Protected Intersections," and designation of Infill Opportunity Zones (IOZ) that will be exempt from consideration of LOS to align San Jose's participation in the regional Congestion Management Program (CMP) with San Jose's new Policy 5-1.

As you are aware, on January 12, 2018, the City of Santa Clara, City of San Jose, and Federal Realty Investment Trust (Federal) entered into a settlement agreement and release concerning Santa Clara County Superior Court Case Number 16CV302300, entitled *City of Santa Clara v. City of San Jose, et al.* (which was later transferred to San Mateo County Superior Court). Pursuant to the settlement agreement and release, the City of Santa Clara

dismissed the action on January 16, 2018, and released the City of San Jose and Federal from all known and unknown claims arising under CEQA concerning the Santana West Project.

Among other requirements of the settlement agreement and release, the City of San Jose is obligated to collect transportation impact funds pursuant to all applicable fee programs for development in the Stevens Creek Corridor. Furthermore, the City of San Jose expressly committed “to collect fees pursuant to its Protected Intersection Policy for intersections that will also impact traffic in the City of Santa Clara.” (Settlement Agreement & Release, ¶ 7.) The City of Santa Clara is concerned that by adopting Policy 5-1, the City of San Jose would stop collecting fees pursuant to its Protected Intersection Policy for intersections that will impact traffic in the City of Santa Clara. Furthermore, while the City of Santa Clara recognizes that Policy 5-1 implements an alternative fee, Santa Clara is concerned that this alternative fee will be substantially less than the fees that would otherwise be required pursuant to the City of San Jose’s Protected Intersection Policy.

Santa Clara submits this letter to request written clarification regarding the intent of Policy 5-1 as it relates to intersections that will impact traffic in the City of Santa Clara. Per recent staff level discussions, it is our understanding that San Jose initially did not intend to continue implementing its Protected Intersection Policy. However, we understand that San Jose has reconsidered this position, and San Jose staff has stated it will maintain the Protected Intersection Policy and continue to collect fees, as required by the settlement agreement. We would like written confirmation of this position.

In addition, Santa Clara requests that San Jose provide detailed responses to the following questions:

- (1) Will the Santana West project still be required to pay a transportation system improvement fee pursuant to Policy 5-3 in order to address traffic congestion at the Stevens Creek Boulevard and Winchester Boulevard?
  - a. Or, is it San Jose’s position that, as an IOZ intersection not subject to LOS, the payment of the Policy 5-3 fee is no longer necessary to support the finding that the Santana West project is consistent with the City of San Jose’s General Plan?



(2) For projects that have been approved based on certified EIRs, such as the Santana West project, are the projects required to pay the full amount of the Policy 5-3 transportation system improvement fee, notwithstanding approval of Policy 5-1, unless events occur that trigger the requirement for a subsequent MND or EIR pursuant to Public Resources Code section 21166?

- a. Or, does San Jose have the discretion to allow a previously approved project to pay fees based on Policy 5-1 instead of Policy 5-3 even if events requiring a subsequent MND or EIR pursuant to Public Resources Code section 21166 have not occurred?

(3) For projects that are subject to Policy 5-1, what is the basis for the fee amount set forth in Appendix B to Policy 5-1 (i.e. \$3,200 [commercial] and \$2,300 [residential]) and how will the fee be calculated? It is critical for the City of Santa Clara to understand how the fee will be calculated to better understand the potential implication of this policy on the settlement agreement and release as well as the availability of City of San Jose funding to address transportation issues within (and outside) its boundaries.

- a. Is the City of San Jose's intent to require average VMT per resident/employee/user to be estimated for a project and, if the project's estimated average VMT exceeds the Policy 5-1 significance threshold, then the VMT fee will be calculated by multiplying the number of miles over the threshold per resident/employee/user by the anticipated number of residents/employees/users of the project by the applicable fee (i.e. \$3,200 [commercial] and \$2,300 [residential])?

(4) What areas of the City of San Jose are excluded from the VMT analysis required under Policy 5-1?

- a. Attachment D to the Planning Commission materials suggests that "25 percent of the City" may be covered by the City of San Jose's proposed "screening criteria" to determine whether a VMT analysis is required.

- b. The City of Santa Clara requests that the City of San Jose provide a map showing the areas of the City of San Jose that are generally screened from preparing a VMT analysis pursuant to Policy 5-1.

- (5) Cumulatively, a substantial amount of future development within the City of San Jose appears to be screened from the need to undertake future VMT analysis. How does the City of San Jose intend to fund transportation improvements and transportation maintenance projects that are necessary in order to address transportation impacts resulting from such cumulative development?

In addition to addressing the above questions, given these proposed changes to San Jose transportation impact policies, Santa Clara requests confirmation that fees for the transportation impacts identified in the environmental impact report for the Santana West project will still be paid in full for the project. As the City of San Jose is aware, under the Protected Intersection Policy, “[t]he total value of improvements proposed to be constructed by a particular project having significant LOS impacts on a Protected Intersection will be determined initially by multiplying \$2,000 by the total number of peak hour project trips generated by the project, after all vehicular traffic credits have been assigned.” (Protected Intersection Policy, App. A.)<sup>1</sup> The \$2,000 per peak hour trip fee referenced above concerns projects impacting only one protected intersection and does not include the annual fee increase. For projects impacting two or more protected intersections, such as Santana West, the per peak hour trip fee is \$4,533 through June 30, 2018. A cost escalation of 3.5 percent will automatically apply as of July 1, 2018.

Pursuant to the Traffic Impact Analysis prepared by the City of San Jose for the Santana West Project, “[b]ased on the ITE trip generation rates and applicable reductions, it is estimated that the proposed project would generate ... 1,390 trips (1,240 inbound and 150 outbound) occurring during the AM peak hour...” (Santana West Development Project Transportation Impact Analysis, p. 49; see also *id.* at p. 50 [Table 7].) As a result, pursuant

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<sup>1</sup>While the Protected Intersection Policy allows a project with more than 400 trips to calculate a different fee per trip, that fee must be determined during the CEQA process for the project. Because no per trip fee was established as part of the CEQA process for Santana West, it is subject to the fee that would otherwise apply to projects with less than 400 peak-hour trips.

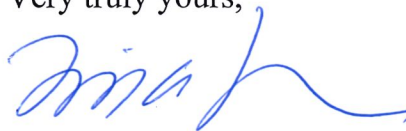


to the City of San Jose's Protected Intersection Policy, the Santana West Development Project must fund transportation improvements equal to \$6,300,870 (\$4,533 x 1,390).

If the City of San Jose does not intend to require the Santana West Development Project developer to fund transportation improvements pursuant to the Protected Intersection Policy equal to the Project's full \$6,300,870 obligation, then the City of Santa Clara requests the City of San Jose identify an alternative source of funds.

We understand that the City Council will consider adopting the new Policy 5-1 on February 27, 2018, and would appreciate a prompt response to allow the City of Santa Clara time to consider its options prior to the City Council hearing on this new policy.

Very truly yours,



Tina A. Thomas

cc: Brian Doyle, City Attorney, City of Santa Clara  
Deanna Santana, City Manager, City of Santa Clara

# T|L|G Thomas Law Group

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NICHOLAS S. AVDIS  
LESLIE Z. WALKER  
Of Counsel

March 1, 2018

Rosalynn Hughey  
San José Planning Director  
City of San José  
200 E. Santa Clara St.  
San José, CA 95113

Re: Appeals from the Environmental Determinations made by the City Council for the Santana Row and Winchester Boulevard Urban Village Plans (GP17-0008; Item 10.4 on the August 8, 2017 San José City Council Agenda) and the Stevens Creek Urban Village Plan (GP17-0009; Item 10.5 on the August 8, 2017 San José City Council Agenda)

Dear Ms. Hughey:

This letter is to confirm our understanding that the San José City Council's August 8, 2017 actions to approve the Stevens Creek, Winchester, and Santana Row/Valley Fair Urban Village Plans (collectively the "Tri-Village Plans"), based on "Determinations of Consistency" with prior environmental review done for the Envision San José 2040 General Plan, are not final until the City of San José hears the administrative appeals of these actions, which were filed by the City of Santa Clara on August 11, 2017. (San José Municipal Code section 21.04.140, subdivision E.10 ["If the city council finds that the environmental clearance determination comports with CEQA and this title, it shall uphold the environmental clearance determination and may then immediately take action upon the related project. If the city council finds that the environmental clearance determination does not comport with CEQA and this title, it may require the director to re-examine and process such environmental clearance determination and shall not take any approval actions on the related project".])

To date, we have not received notice that a hearing date on Santa Clara's appeals has been set before the City Council. If we do not receive notice either denying the appeals or setting a hearing date within ten (10) days from the date of this letter, we will assume that the appeals have been denied, and proceed based on our understanding that the approvals will then be deemed final.

The California Environmental Quality Act ("CEQA") provides that a 30-day statute of limitations for CEQA-based challenges begins upon filing of the Notice of Determination ("NOD"). If an NOD is not properly posted, the limitations period is 180 days from the disputed approval. (Pub.

Resources Code, § 21167.) Further, an NOD must be posted within five business days of an approval becoming final. (Pub. Resources Code, § 21152.) Based on the above, if the appeals are deemed denied based on San José's failure to set a hearing date and a new NOD is not posted within five days of the deemed final approval, Santa Clara will proceed with the understanding that the 180-day statute of limitations period will begin on the date of the deemed final approval.

Santa Clara looks forward to receiving a notice for the appeal hearing before the San José City Council.

Sincerely,

A handwritten signature in blue ink, appearing to be "Tina A. Thomas", with a stylized flourish extending to the right. To the left of the signature, the word "For" is written in blue ink.

Tina A. Thomas

cc: Richard Doyle, San José City Attorney  
Dave Sykes, San José City Manager  
Toni Tabor, San José City Clerk  
Brian Doyle, Santa Clara City Attorney  
Deanna Santana, Santa Clara City Manager  
Manuel Pineda, Santa Clara Assistant City Manager



# T|L|G Thomas Law Group

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Sent by electronic and regular mail

November 7, 2018

City of San José  
Rosalynn Hughey  
Planning Director  
200 East Santa Clara Street, 3rd Floor Tower  
San José, CA 95113

**Re: Third Request for Information re City Council Transportation Analysis  
Policies 5-1 and 5-3 and Consistency with Terms of the Santana West  
Settlement Agreement**

Dear Ms. Hughey:

This letter is our third request for information regarding amendments to existing Policy 5-3 related to "Protected Intersections," approved by the San Jose City Council on February 27, 2018. On February 14, 2018 and April 27, 2018, our office wrote to you on behalf of our client, the City of Santa Clara, to request written clarification regarding the intent of Policy 5-1 as it relates to intersections that will impact traffic in the City of Santa Clara. We included several specific information requests regarding implementation of the new policy, in addition to a request for confirmation that fees for the transportation impacts identified in the environmental impact report prepared for the Santana West project will still be paid in full by the developer.

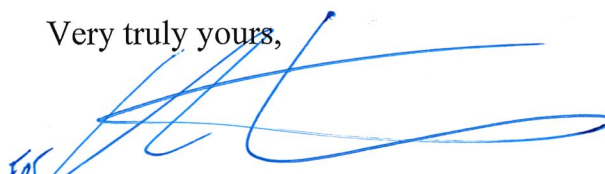
The City of San Jose is obligated to collect transportation impact funds pursuant to all applicable fee programs for development in the Stevens Creek Corridor under the terms of the settlement agreement entered into by the City of Santa Clara, City of San Jose, and Federal Realty Investment Trust (Federal) on January 12, 2018, concerning the litigation in *City of Santa Clara v. City of San Jose, et al.* (San Mateo County Superior Court Case No. 17-CIV-00547) (Settlement Agreement). Importantly, in the Settlement Agreement,

the City of San Jose expressly committed “to collect fees pursuant to its Protected Intersection Policy for intersections that will also impact traffic in the City of Santa Clara.” (Settlement Agreement, ¶ 7.)

As stated in our prior letters, the City of Santa Clara is concerned that by adopting Policy 5-1, the City of San Jose intends to stop collecting fees pursuant to its Protected Intersection Policy for intersections that will impact traffic in the City of Santa Clara. Furthermore, while Policy 5-1 implements an alternative fee, Santa Clara is concerned that this alternative fee will be substantially less than the fees that would otherwise be required pursuant to the Protected Intersection Policy.

We understand that the City of San Jose is now beginning to analyze traffic impacts of proposed projects using Policy 5-1 and the Transportation Analysis Handbook adopted by the City in April 2018 to apply the vehicle miles traveled (VMT) metric as the threshold to determine significance of those impacts. Despite our letters and numerous inquiries from Santa Clara City staff members about the timing of a response to those letters, San Jose has provided no response to any of these inquiries to date. It therefore remains unclear whether San Jose intends to continue to collect fees under its Protected Intersection Policy pursuant to the terms of the Settlement Agreement as it implements Policy 5-1. If the City of San Jose does not intend to collect fees in the full amount for the Santana West Development Project or any other project that will have traffic impacts affecting Santa Clara, then the City of Santa Clara requests the City of San Jose disclose that intent and identify an alternative source of funds. Again, we would appreciate a prompt written response to allow the City of Santa Clara to consider its options for enforcing the terms of the Settlement Agreement.

Very truly yours,



Tina A. Thomas

cc: Brian Doyle, City Attorney, City of Santa Clara  
Deanna Santana, City Manager, City of Santa Clara  
Richard Doyle, City Attorney, City of San Jose  
Dave Sykes, City Manager, City of San Jose





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

City Manager's Office

July 2, 2019

City of San Jose, City Manager's Office  
Attn: Kim Walesh, Director of Economic  
Development/Deputy City Manager  
200 East Santa Clara Street  
San Jose, CA 95113

Re: North San Jose Area Development Policy Update

Dear Ms. Walesh:

Thank you for your June 13, 2019 letter regarding the City of San Jose's (San Jose) proposed changes to the North San Jose Area Development Policy and Project (North San Jose). Your letter was in response to the City of Santa Clara's (Santa Clara) March 22, 2019 letter regarding questions and concerns that the Santa Clara has regarding the project. Santa Clara appreciates the direct outreach and coordination with San Jose regarding this project, however, serious concerns remain regarding the proposed changes to the North San Jose project and how these changes affect San Jose's compliance with the 2006 North San Jose Settlement Agreement.

- 1. CEQA Analysis:** With the June 13, 2019 letter, San Jose has indicated that an addendum will be prepared to address the proposed changes to North San Jose. Santa Clara seeks to understand how an addendum is the appropriate environmental clearance mechanism for these changes. For example, included with the June 13, 2019 letter is a 2019 North San Jose Transportation Improvement Phasing Study and within the executive summary on page i is the following statement, "New traffic data, along with new funding opportunities that have occurred since the adoption of the NSJADP, such as the VTA Measure B Program (2017), provide a change of environmental setting that justifies a re-phasing of the transportation improvements." Within the Phasing Study are the proposed shifting of intersection improvements and two major transportation projects. The Phasing Study appears to indicate that environmental (i.e. traffic) conditions have changed in such a manner as to warrant the shifting of major transportation improvements within the phases of the North San Jose project. Santa Clara seeks to understand how the shifting of major transportation improvements can be supported by an addendum and why a Supplemental Environmental Impact Report isn't the more prudent way to analyze and disclose these changes to the public.



2. **NSJ Phase Reductions:** While the letter characterizes the North San Jose changes as “narrow in scope”, “limited”, and “minor timing changes”, it is important to note the San Jose’s proposed reduction of project phases (from 4 phases to 2 phases) essentially defers the timing of transportation improvements as there is no built-in guarantee that any of the improvements will be completed sooner. Additionally, Santa Clara does not consider deferring transportation improvements as minor and note that one of the key provisions within the North San Jose policy is the requirement that 85% of the necessary traffic mitigation funding be secured prior to building permits being issued for a subsequent phase. By reducing the North San Jose phasing from 4 phases to 2 phases, this essentially eliminates this requirement twice, yet it is unclear why this critical transportation protection feature within the original North San Jose project is no longer important or necessary.
3. **2006 North San Jose Settlement Agreement:** While Santa Clara and San Jose staff have met three times (October 15, 2018, May 10, 2019, and May 28, 2019), it was not until the May 2019 meetings and the June 13, 2019 letter that Santa Clara was formally made aware that San Jose was intending to move the North San Jose project changes to formal approval by the San Jose City Council prior to addressing Santa Clara’s concerns regarding compliance with the 2006 North San Jose Settlement Agreement (2006 NSJ Settlement Agreement). To that end, Santa Clara formally requests that San Jose defer City Council hearings on the North San Jose proposed changes until discussions regarding compliance with the 2006 NSJ Settlement Agreement have concluded. In anticipation that San Jose may elect to seek San Jose City Council’s approval prior to addressing Santa Clara’s compliance concerns regarding the 2006 NSJ Settlement Agreement, please see the attached June 28, 2019 correspondence from Santa Clara’s outside legal counsel, Thomas Law Group, regarding a “Demand for Mediation of Anticipatory Breach of Settlement Agreement related to the North San Jose Development Policies.” Due to the impending nature of San Jose’s proposed changes to the North San Jose project, Santa Clara believes is necessary and warranted that mediation take place prior to San Jose’s adoption of changes to the North San Jose project. It is assumed that San Jose’s proposal to reduce the number of North San Jose phases was conceived in early 2018, which would have provided ample time to discuss these changes with Santa Clara. For all these reasons, Santa Clara reasonably requests that San Jose defer City Council hearings on the North San Jose project until these issues can be resolved.

Please note that consistent with the 2018 Settlement Agreement between Santa Clara, Related Santa Clara, LLC and San Jose, Santa Clara looks to support San Jose’s goal of producing additional needed housing to address critical housing issues within the Santa Clara Valley provided that any modifications to North San Jose “include revision of the timing, nature, and scope of related traffic improvements where necessary to serve the acceleration of housing...” To that end, Santa Clara remains unclear regarding how San Jose’s proposed changes support this provision within the 2018 Settlement Agreement.

Kim Walesh, Director of Economic Development/Deputy City Manager  
July 2, 2019  
Page 3

Santa Clara looks forward to further discussion of these issues and are ready to support San Jose's important goal of increased housing production provided that our concerns regarding traffic improvements are addressed.

Best regards,



Manuel Pineda  
Assistant City Manager  
City of Santa Clara





# T|L|G Thomas Law Group

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NICHOLAS S. AVDIS  
Of Counsel

*Sent via Electronic Mail*

June 28, 2019

Richard Doyle, City Attorney  
City of San Jose  
Office of the City Attorney  
200 E. Santa Clara St., 16th Floor  
San Jose, CA 95113

Re: *Demand for Mediation of Anticipatory Breach of Settlement Agreement  
related to the North San Jose Development Policies*

Dear Mr. Doyle:

By this letter, the City of Santa Clara demands mediation for anticipatory breach of the Settlement Agreement and General Release entered into on November 16, 2006 by the City of Santa Clara, the County of Santa Clara, and the City of San Jose to settle litigation relating to San Jose's 2005 approval of the North San Jose Development Policies (2006 Settlement Agreement). San Jose proposes changes to the 2005 North San Jose Development Policies that are inconsistent with the terms of the 2006 Settlement Agreement. By adopting those changes without first attempting to negotiate an amendment of the agreement, San Jose will be in breach of the 2006 Settlement Agreement when it adopts the update this summer.

The 2006 Settlement Agreement addresses the March 28, 2006 Judgment and Peremptory Writ of Mandate issued by the Santa Clara County Superior Court, which overturned San Jose's certification of the environmental impact report (EIR) prepared for the North San Jose Development Policies. The Judgment concluded, in part, that San Jose's determination there were no feasible mitigation measures to address significant traffic impacts related to implementation of the North San Jose Development Policies was not supported by substantial evidence. In order to settle the litigation and address the deficiencies identified by the Superior Court, the 2006 Settlement Agreement requires that San Jose fund and implement certain specified transportation improvements to

coincide with four phases of development under the Policies, with each improvement timed to ensure that it would be in place prior to commencement of the next phase of development. (See 2006 Settlement Agreement, Paragraphs 1.2 – 1.6.)

San Jose now proposes to revise the North San Jose Development Policies to change the structure of the development phases. The proposed changes center around two major components: 1) collapsing the four phases of development in North San Jose project into two phases and 2) shifting the timing of North San Jose traffic mitigation projects. Staff from the two cities have met over the past several months and Santa Clara sent letters on March 22, 2019 and May 13, 2019 seeking to understand how San Jose intends to comply with the terms of the 2006 Settlement Agreement in light of these proposed changes to the Development Policies.

On June 13, 2019, San Jose responded with a letter that characterizes the changes in phasing and funding of transportation improvements as narrow and limited. Santa Clara disagrees with this characterization. The amendments proposed to the 2006 Settlement Agreement will not ensure that required transportation improvements are in place when needed to serve accelerated development. Under the terms of a 2018 Settlement Agreement related to litigation brought by San Jose to challenge Santa Clara's approval of the City Place project, the cities agreed that, consistent with the policies of both Santa Clara and San Jose to encourage the development of housing in each respective jurisdiction, in the event that San Jose elected to alter the phasing structure of the North San Jose Development Policies to allow more housing units to be constructed earlier than envisioned in 2005, Santa Clara would make good faith efforts to support any modifications that accelerate the construction of housing. However, Santa Clara's obligation to support the modification only applies so long as such modifications include revision of the timing, nature and scope of related traffic improvements where necessary to serve the acceleration of housing under the North San Jose Development Policies. (2018 City Place Agreement, Paragraph 3.a.) Based on Santa Clara's current understanding, the proposed timing and changes in funding structure under the proposed policy update will not ensure that traffic improvements are in place when required to serve the acceleration of housing production.

Because it appears that San Jose will be in breach of the 2006 Settlement Agreement when it approves the proposed update to the North San Jose Development Policies, and the transportation improvements required under that agreement to serve housing will no longer be guaranteed to be in place, Santa Clara intends to seek enforcement of the terms of the 2006 Settlement Agreement. Paragraph 11 of the 2006 Settlement Agreement requires that any action to enforce its terms or to seek damages for breach of the agreement must be brought before a mediator at a mutually convenient location, and if such mediation is unsuccessful, then before a mutually agreeable impartial arbitrator. As

stated above, by this letter, hereby Santa Clara demands mediation under the terms of the 2006 Settlement Agreement. Santa Clara proposes Hon. Leslie C. Nichols for the mediation of this matter; however, San Jose may propose its own mediators as well.

We look forward to your response.

Sincerely,



Tina A. Thomas

cc: Brian Doyle, Santa Clara City Attorney  
Deanna Santana, Santa Clara City Manager

VERA M. I. TODOROV  
Sr. Deputy City Attorney  
Direct Line: (408) 535-1956

July 22, 2019

Manuel Pineda  
Assistant City Manager  
CITY OF SANTA CLARA  
15000 Warburton Avenue  
Santa Clara, CA 95050

*Transmitted by email attachment  
to MPineda@SantaClaraCA.gov*

Tina A. Thomas  
Attorney at Law  
THOMAS LAW GROUP  
455 Capitol Mall, Ste. 801  
Sacramento, CA 95814

*Transmitted by email attachment  
to tthomas@thomaslaw.com*

Re: Potential North San José Area Development Policy Amendments

Dear Mr. Pineda and Ms. Thomas:

This is written in response to your July 2, 2019 letters and is addressed to you both because Ms. Thomas's letter was attached to and delivered electronically with Mr. Pineda's communication. The primary purpose of your communication is to allege an "anticipatory breach" by the City of San José (San José) of the 2006 Settlement Agreement among the City of San José, the City of Santa Clara (Santa Clara), and the County of Santa Clara relating to the North San José Area Development Policy (NSJADP) and to demand mediation of the alleged anticipatory breach. Mediation is not necessary for the following reasons.

Contrary to your belief that a breach of the 2006 settlement agreement is somehow imminent, San José has proposed specific changes to the settlement agreement that are clearly articulated in the June 13, 2019 letter from Kim Walesh to Mr. Pineda (pp. 3-4) in its effort to negotiate with Santa Clara. San José has no intent to breach the 2006 agreement, which is precisely why San José staff is discussing potential amendments with Santa Clara staff and is keeping options for amendments to the 2006 settlement agreement and the NSJADP open and subject to reasonable change.

San José representatives who attended the May 28, 2019 meeting informed me that they discussed options with Santa Clara staff, among which was an option to agree to make the proposed NSJADP amendments first in time upon Santa Clara's agreement to revise the settlement agreement. There was no response to this option by Santa Clara staff during the meeting and no response was provided until your July 2 missives. This option was not

mentioned in San José's June 13 letter. Rather than sending a substantive response to the specific changes to the settlement agreement proposed by San José on June 13, however, Santa Clara incorrectly alleges an anticipatory breach based upon an abandoned timing proposal for changes to the NSJADP and related settlement agreement.

This approach to relations between our cities is, in our view, not productive. All Santa Clara and its counsel needed to do was to ask San José to explain its intent. San José would have confirmed, as it is doing now, that it will discuss any necessary or desired changes to the 2006 settlement agreement with Santa Clara when such changes are required by proposed changes to the NSJADP. San José's actions have always been directed toward this purpose. Indeed, San José staff have been meeting with Santa Clara staff by telephone and in person to attempt to determine the issues of most concern to Santa Clara so that they can be reasonably addressed. San José has responded in great detail to questions raised by Santa Clara. Among other discussions, the 10-page June 13, 2019 letter, with its 134 pages of attachments (including AB1600 impact fee report, lengthy current transportation impact analyses, funding plan, and transportation project status) provides a plethora of information responding to Santa Clara's questions. San José has approached Santa Clara in good faith to attempt to negotiate changes to the settlement agreement and respectfully requests the same courtesy in return.

With its June 13 letter, San José in good faith provided Santa Clara with the draft 2019 "North San Jose Transportation Improvement Study" (Attachment B) regardless that draft documents are usually not shared by public agencies. Despite providing such detailed information in response to Santa Clara's requests, Mr. Pineda's July 2 response to San José focuses singularly on general, colloquial language from one sentence in the draft Executive Summary in the draft 2019 "North San José Transportation Improvement Phasing Study." Mr. Pineda's July 2 letter does not provide any comments relating to the detailed transportation information provided to Santa Clara by San José in the draft study and the letter.

The 2019 updated current transportation impact analysis indicates that there is no new significant impact upon transportation using the same significance criteria and method of analysis that was used in the 2005 EIR for the NSJADP. While previously employed by San José, both Mr. Pineda and Santa Clara's Director of Community Development, Andrew Crabtree, were instrumental in the preparation of that EIR, including but not limited to providing direction to and reviewing the work product of environmental consultants. Both were apparently satisfied with the methodology and evaluation of transportation impacts in the EIR were appropriate and met their rigorous professional standards. Moreover, the major NSJADP transportation improvements were allocated to phases of development by predicting when and where development would likely occur during the lengthy Policy term. Since the adoption of the NSJADP, development happened in locations that were not predicted to occur first. So, in addition to the goal of advancing 8,000 needed housing units, San José proposes to retain all the same improvements, but change the timing of specified improvements to reflect where development has occurred as explained in the June 13 letter and attachments.

Our agencies both have an obligation to advance housing, which is the principal intent of the proposed amendment to the NSJADP. Santa Clara is obligated by Section 3.a of the January 12, 2018 settlement agreement among Santa Clara, Related Santa Clara LLC, and San Jose to make good faith efforts to support any modifications to the NSJADP that accelerate the construction of housing units even when earlier than envisioned in the four phases of the


NSJADP. Section 3.a also states that such modification to the timing of housing will include revision of the timing, nature and scope of related traffic improvements where necessary to serve the acceleration of housing under the NSJADP. It is for that very reason that San Jose in good faith is attempting to work towards potential revisions the NSJADP and the 2006 settlement agreement with Santa Clara.

We acknowledge Santa Clara's concerns with timing of transportation improvements but believe its concerns have been addressed by the transportation information previously provided to Santa Clara. Moreover, the June 13 letter to Mr. Pineda shows that non-residential development has not kept pace with residential development in North San José, so the conditions by which Phase 1 would conclude are not likely to occur in the near term making current phasing in North San Jose less desirable and less effective. For that reason, the end of Phase 1 obligation in the 2006 settlement agreement will also not likely occur soon, though current status and funding of Phase 1 improvements is explained in San José's June 13 letter to Santa Clara.

San José desires to continue discussion with Santa Clara about changes to the 2006 settlement agreement relevant to the currently proposed changes to the NSJADP, and to consider responses and counter-proposals for change from Santa Clara. Of course, the current proposal is only one potential option for regulating and enabling future development in North San José. We propose that staff from each agency timely commence regular meetings to attempt to resolve this matter. I am happy to discuss arranging a meeting to move towards a resolution of these issues.

Very truly yours,

RICHARD DOYLE  
City Attorney



---

VERA M. I. TODOROV  
Senior Deputy City Attorney

cc: Dave Sykes  
Kim Walesh  
Chris Burton  
Rosalynn Hughey  
John Ristow  
Jacky Morales-Ferrand





# City of Santa Clara

The Center of What's Possible

City Manager's Office

August 6, 2019

Vera M. I. Todorov  
Senior Deputy City Attorney  
City of San Jose  
200 E. Santa Clara St, 16th Floor  
San Jose, CA 95113

RE: Potential North San Jose Area Development Policy Amendments

Dear Ms. Todorov:

Thank you for your letter responding to our comments. We appreciate the meetings and discussion we have completed as part of North San Jose's proposed changes. The City's concerns have been clearly delineated in my previous letter (and other communication) and have already been provided to San Jose. We will not repeat our concerns regarding the appropriate levels of CEQA analysis, the NSJ Phase Reduction, and the 2006 North San Jose Settlement Agreement, as they have not been responded to appropriately.

As you were not present at the May 28<sup>th</sup> meeting I would like to highlight some of the key points discussed at the meeting that are not reflected in your letter:

- Santa Clara staff once again noted that an Addendum is probably not the right approach for such a significant change to the policy and circumvents appropriate public review. As you stated in your letter, Andrew Crabtree and I were both instrumental in the development of the original NSJADP and are intimately familiar with the level of analysis, outreach, and public review associated with the Policy. Based on that experience, both Andrew Crabtree and I reiterated the concerns with the Addendum approach at the May 28 meeting.
- Santa Clara communicated that we will provide specific comments on the traffic analysis at the appropriate time.
- The policy change is significant and collapses four phases into two phases. As stated to San Jose staff on May 28<sup>th</sup> this is a significant change as the main purpose of having four phases with phased housing and office development was to ensure that transportation improvements and traffic internalization occurred in parallel with the new development.
- Santa Clara staff commented, and San Jose staff acknowledged that San Jose has not built the required transportation improvements per the current level of development that has already occurred in North San Jose.
- The proposed change to reduce the phasing from 4 to 2 phases, effectively defers half of the transportation phasing funding requirements for development. Santa Clara staff commented that under the proposed change approximately 16 million square feet of office and 16,000 housing units could



Vera M. I. Todorov  
August 6, 2019  
Page 2

be built without any transportation improvements. San Jose staff acknowledged this was possible and that there are no assurances that this level of development could not happen without transportation improvements.

- Santa Clara staff requested consideration of other policy options that align development with the construction of transportation improvements. San Jose staff stated they were not considering these types of options and they would be moving forward to Council with the current proposal in late August 2019. This timeline is not sufficient to begin and conclude any negotiations regarding the 2006 North San Jose Settlement Agreement.

As stated in Santa Clara's July 2, 2019 letter, any 2006 North San Jose Settlement Agreement issues must be resolved in full prior to San Jose's approval of the changes to North San Jose. Consequently, Santa Clara believes that a breach of the 2006 North San Jose Settlement Agreement is imminent. However, in your letter, you refer to "abandoned timing proposal for changes to the NSJADP". Please explain this reference and provide the current timing for proposed changes as that information has not been communicated to Santa Clara.

If any of the above is a misunderstanding, we would like San Jose to take the opportunity to clarify this in writing. As stated in your letter both Cities have an obligation to advance housing and to make good faith efforts to support revisions to the NSJADP. The City of Santa Clara has and will continue to make good faith efforts. Your letter states that "the current proposal is only one potential option for regulating and enabling future development in North San Jose". Let me reiterate that this was not what was communicated to Santa Clara on May 28<sup>th</sup>. San Jose staff made it clear that any changes to the proposal that assured the construction of transportation improvements would not be considered. San Jose staff also communicated that the intent was to move forward to Council with the proposal as-is.

Santa Clara will continue to make good faith efforts to help facilitate housing in the region. As responsible partners we also want to make sure these efforts allow for the appropriate level of analysis and public review and assures the construction of required transportation improvements. We are hopeful that per your letter that the current proposal is only one option, and we look forward to hearing what good faith modifications and additional options you will propose to address our concerns.

Best regards,



Manuel Pineda  
Assistant City Manager

cc: Deanna Santana, City Manager  
Brian Doyle, city Attorney  
Andrew Crabtree, Director of Community Development  
Craig Mobeck, Director of Public Works



**North San Jose Rephrasing  
(Draft)**

Original Phase	Proposed Phase	Project Type	Project Name	Project Scope	Cost Estimate (2019, \$M)	Funding Sources (\$M)			Status	Notes
						Approved Measure B Funds	Est. Future Measure B Funds	City of San Jose Funding		
1	A	Major	Montague Widening (First to 880)	Widening (First, Zanker, River Oaks, Trimble, McCarthy)	N/A			7.85	Complete	
1	A	Intersection	Montague/Trade Zone	2nd NBL; 2nd SBL; Free EBR	N/A			N/A	Complete	Completed by developer
1	A	Major	Montague Widening (Great Mall Pkwy to Morrill Ave)	Widening from 6 to 8 lanes (Great Mall Pkwy to Morrill Ave)	11			11	Complete	Settlement Agreement Paid \$11M, 2016
1	A	Intersection	Montague/Old Oakland	2nd SBL	N/A			7.994	Complete	
1	A	Major	US-101/Trimble/De La Cruz	Interchange	67.5	11	52.6	3.9	In progress	Design complete: 2020 Construction Complete: 2023
1	A	Intersection	King/McKee	2nd EBL; 2nd WBL; Exclusive SBR	3.3			3.3	Pending	Partially complete (2nd EBL, Exclusive SBR completed by BART Phase 1)
1	A	Major	Montague/Trimble	Flyover	49.3			49.3	Pending	Also in Settlement Agreement
1	A	Intersection	13th/Hedding	2nd EBL; 2nd WBL	N/A			N/A	Pending	Intersection protected after NSJADP adoption, (Protected Intersection after adoption of ADP)
1	B	Intersection	Bering/Brokaw	2nd NBL; SBL	1.6			1.6	In progress	
1	B	Intersection	First/Trimble	2nd EBL; WBR	1.6			1.6	Future	
1	B	Intersection	First/Charcot	WBR; EBR; 2nd SBL	3.3			3.3	Future	
1	B	Intersection	First/Metro	2nd EBL	0.4			0.4	Future	
N/A	N/A	N/A	Montague Widening (Lick Mill to First)	Widening from 6 to 8 lanes (Lick Mill to First)	8.5			8.5	In progress	Not in NSJADP; Settlement Agreement
N/A	N/A	N/A	Montague Widening (I-880 to Trade Zone)	Widening from 6 to 8 lanes (I-880 to Trade Zone)	3.5			3.5	Pending	Not in NSJADP; Settlement Agreement
2	A	Major	I-880/Charcot	Overcrossing	50	37	8	5	In progress	Design complete: 2020 ROW Acquisition complete: 2023 Construction complete: 2024
2	A	Intersection	San Tomas/Stevens Creek	San Tomas Widening (Stevens Creek)	2.1		1.89	0.21	Pending	Would be part of the County San Tomas's widening (Payment to Santa Clara County)
2	B	Intersection	US-101/Oakland (S)	Interchange	25	1	20	4	In progress	Design complete: 2023 Construction Complete: 2025 Assumed this project will proceed the same time as the Mabury Interchange Project.
2	B	Major	Zanker Widening (Montague to Old Bayshore)	Widening (Montague, Trimble, Charcot, Brokaw; including intersection modifications)	80.5			80.5	Future	

**North San Jose Rephrasing  
(Draft)**

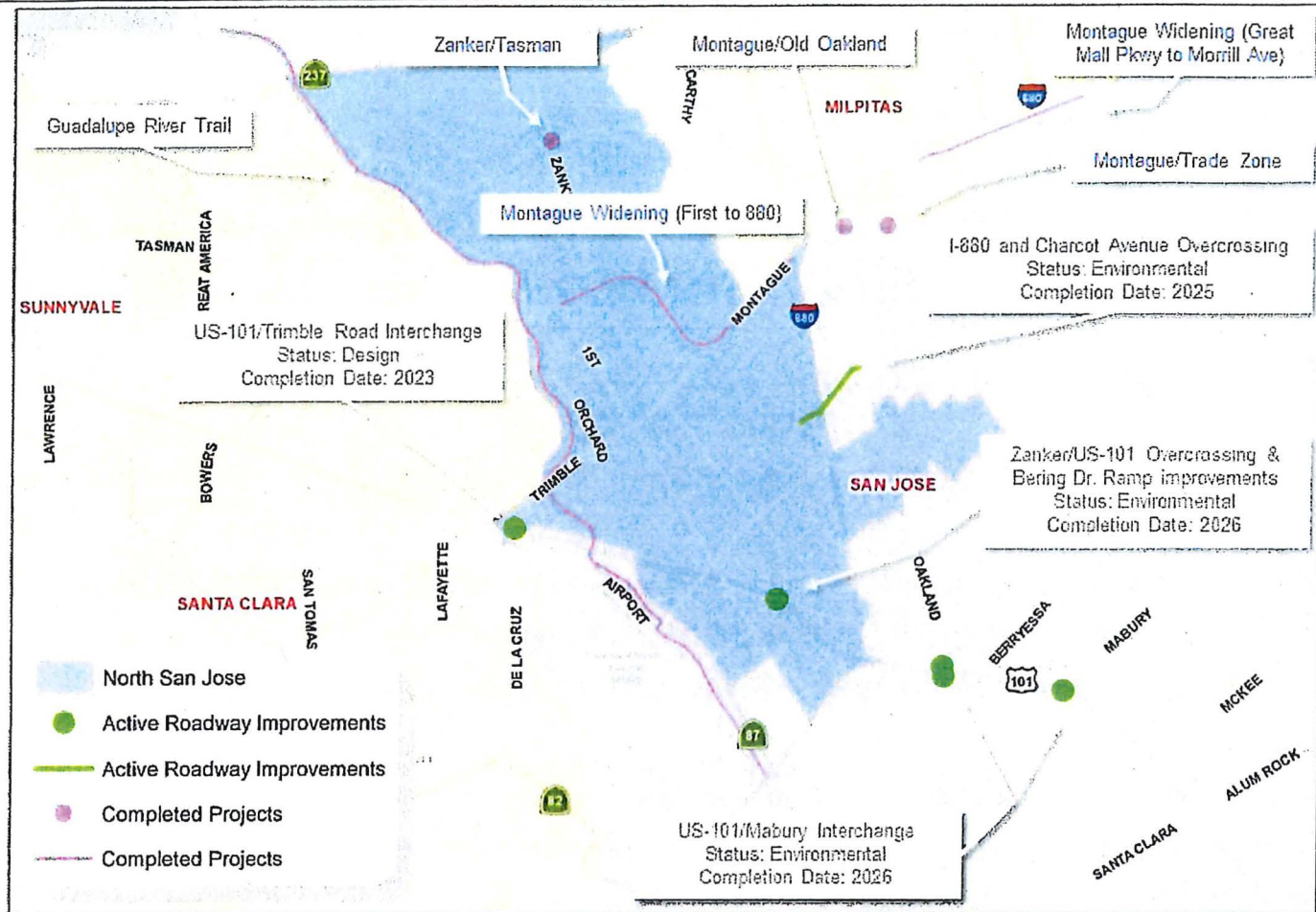
Original Phase	Proposed Phase	Project Type	Project Name	Project Scope	Cost Estimate (2019, \$M)	Funding Sources (\$M)			Status	Notes
						Approved Measure B Funds	Est. Future Measure B Funds	City of San Jose Funding		
2	B	Intersection	Zanker/Trimble	2nd EBL; 2nd SBL	N/A			N/A	Future	Would be included as part of Zanker's widening
2	B	Intersection	Zanker/Brokaw	2nd EBL; 2nd NBL; 2nd SBL	N/A			N/A	Future	Would be included as part of Zanker's widening
3	A	Intersection	Zanker/Tasman	2nd EBL; 2nd WBL	N/A			N/A	Complete	Completed by developer
3	A	Intersection	Junction/Charcot	2nd EBL; 2nd WBL; Charcot from 2-4 lanes; Junction from 2-4 lanes at approaches	1.6			1.6	Pending	Measure B if included as part of Charcot Overcrossing
3	B	Intersection	SR-237/First (S)	3rd NBT	11.5			11.5	Future	Would be included as part of First/SR
3	B	Intersection	Zanker/Charcot	2nd NBL; 2nd SBL; 2nd EBL; 2nd WBL; Charcot from 2-4 lanes	3.3			3.3	Future	Would be examined/included as part of Zanker's widening
3	B	Intersection	US-101/Oakland (N)	2nd SBR lane	N/A			N/A	Future	Accounted for in US-101/Oakland (S)
3	B	Intersection	Capitol/Cropley	2nd WBL lane	0.8			0.8	Future	
3	B	Major	Montague/McCarthy	Square-loop Interchange	111.8			TBD	Future	May qualify for Measure B if County includes it as part of Montague's widening; also in settlement agreement
4	A	Intersection	Capitol/Capitol	Exclusive EBL lane	N/A			N/A	Complete	
4	A	Major	US-101/Zanker	Overcrossing	162	9	148.6	4.4	In progress	Design complete: 2022 Construction Complete: 2025 (worst case scenario)
4	A	Intersection	San Tomas/Moorpark	2nd SBL lane	0.8			0.8	Pending	Would be part of the County San Tomas's widening (Payment to Santa Clara County)
4	A	Intersection	Capitol/Berryessa	2nd WBL lane	0.4			0.4	Pending	
4	B	Major	US-101/Mabury	New Interchange	95	2	86	7	In progress	Design complete: 2023 Construction Complete: 2025
4	B	Intersection	Lundy/Berryessa	2nd EBL, WBL lanes	0.8			0.8	Future	
4	B	Intersection	Lundy/Trade Zone	2nd WBL lane	0.8			0.8	Future	
All	All	Bike/Ped	Guadalupe River Trail	Trail (Gold to 880)	N/A			N/A	Complete	

**North San Jose Rephrasing  
(Draft)**

Original Phase	Proposed Phase	Project Type	Project Name	Project Scope	Cost Estimate (2019, \$M)	Funding Sources (\$M)			Status	Notes
						Approved Measure B Funds	Est. Future Measure B Funds	City of San Jose Funding		
All	All	Other	Couplet Conversions		41.1			41.1	In progress	Partially Complete (Julian/St. James btwn 7th and 17th complete)
All	All	Major	NSJ Grid Streets		90.4			90.4	Pending	
All	All	Bike/Ped	Coyote Creek Trail	Trail (237 to Story)	102.4			TBD	In progress	
All	All		SR-237 Bike Trail	Trail (Gold St/Lafayette St to Zanker)					In progress	Partially Complete
All	All	Public Transit	Real-time information infrastructure	Real-time information infrastructure on LRVs and at 17 stations and stops					In progress	
All	All	Public Transit	N. First Light Rail Ops	Transit traffic signal preemption; bi-directional full priority with ability to cascade calls for green signals for LRT along North First Street					In progress	
All	All	Public Transit	LRT Operations Capital Improvements	LRT operations capital improvements, including trackway improvements, switches, tail/storage/layover tracks, and platform improvements					In progress	
All	All	Bike/Ped	Other Bike and Pedestrian Facilities	Bike and Pedestrian Facilities, including bike lanes, bike racks, pedestrian scale lighting, enhanced crosswalks, and curb ramps, etc.					Pending	
All	All	Public Transit	Specialized Passenger Shelters and Bus/shuttle Stop Improvements	Specialized Passenger Shelters and Bus/shuttle Stop Improvements (curb bulbouts)					Pending	
All	All	Public Transit	LRT NB Shelters	LRT NB Shelters (Orchard, Bonaventura, Component, Tasman, River Oaks)					Pending	
All	All	Public Transit	Intersection and Crosswalk improvements to Station Platforms	Intersection and crosswalk improvements; lane or intersection narrowing, including reducing curve radii and/or curb bulbouts; sidewalks along median from intersections to station platform					Pending	
All	All	Public Transit	Lighting, Furniture and Landscaping at LRT Stations	Lighting, furniture, and landscaping at LRT stations, bus stops and key pedestrian locations					Pending	
All	All	Public Transit	Station Platform Improvements	Multiple Station Platform Improvements					Pending	
All	All	Public Transit	Stop and Station Amenities (sidewalks)	Other stop and station amenities such as sidewalks or sidewalk widening and lengthening					Pending	
All	All	Public Transit	Self-cleaning bathrooms						Pending	
All	All	Public Transit	Ducks outs	Ducks outs (most important at Tasman station)					Pending	
All	All	Public Transit	Shuttles	Shuttles between residential, businesses and transit stops/stations					Pending	
All	All	Public Transit	New Bus/Shuttle stops	New bus/shuttle stop locations (noted around Tasman LRT station) including dedication of right-of-way					Pending	

# San Jose's Investment in Transportation Improvements

## Completed and Ongoing Transportation Projects



## \$460M+ in completed and ongoing projects

### Major Transportation Projects Expected Completion\*

Project	Status	Est. Value
Guadalupe River Trail	Completed	\$9M
Montague Widening (First to 880)		\$8M
Montague Widening (Great Mall Pkwy to Morrill Ave)		\$11M
US-101/Trimble/De La Cruz	Est. Completion:	\$53M
N. First Light Rail Ops		\$5M
I-880/Charcot		\$57M
US-101/Zanker		\$157M
US-101/Oakland		\$59M
US-101/Mabury		\$100M
Montague/Trimble	Planned	\$50M
Zanker Widening (Montague to Old Bayshore)		\$80M
Montague/McCarthy		\$111M

\*Does not include intersection and other smaller improvements





November 18, 2019

Kim Walesh  
Deputy City Manager  
Director of Economic Development  
City of San Jose  
200 E. Santa Clara Street  
San Jose, CA 95113

**Re: North San Jose Area Development Policy Update**

Dear Ms. Walesh:

The City of Santa Clara has met numerous times with San Jose staff and provided both verbal and written comments on the proposed modification to the North San Jose Area Development Policy (NSJADP). Santa Clara's concerns have been clearly delineated many times and include concerns regarding the appropriate level of CEQA analysis, the NSJ Phase Reduction and the 2006 North San Jose Settlement Agreement.

Santa Clara is disappointed that San Jose has not proceeded in good faith negotiating a modification to the NSJADP. As a responsible regional partner, Santa Clara has requested options that assure development construction will occur in parallel with the construction of transportation improvements. Unfortunately, San Jose continues to submit the same proposal that does not ensure construction of transportation improvements. In fact, at a previous meeting San Jose staff acknowledged that under the proposed modification all 8,000 residential units could be constructed with no transportation improvements.

After our September 13 meeting, San Jose communicated that staff would be modifying their proposal to ensure the construction of transportation improvements by developing a phasing plan that aligned development and transportation. To make sure we understood the next steps, Santa Clara immediately sent a confirming email stating that "per our discussion today San Jose will be preparing a proposal for a phasing plan that aligns construction of transportation improvements with the development of new residential units." Although San Jose delayed the follow-up meeting for a number of weeks, Santa Clara staff understood that San Jose would still be moving forward with a good faith commitment to the phasing of transportation improvements.

Unfortunately, at our October 30 meeting, San Jose reverted to the original proposal that did not include a phasing plan or provide any assurances that transportation improvements would be constructed in parallel to construction of the 8,000 housing units. At the meeting, San Jose staff only stated that they "promised" they would build the required improvements but nowhere has that promise been reflected in the proposal. The lack of San Jose's communication and commitment clearly shows a lack of good faith as Santa Clara tries to negotiate an NSJADP modification that supports the region's goals.

Although Santa Clara remains committed to negotiating in good faith, we will not schedule any future meetings until San Jose first provides a written proposal about its commitments to transportation

improvements at least one week prior to the meeting. San Jose's written proposal should also include an explanation of how "promises" by staff will become legally enforceable obligations of the San Jose City Council.

We would also like to remind San Jose of Santa Clara's previous request for a list of all Phase 1 improvements that are fully constructed and fully funded. As requested, this list should be specific to projects under the existing NSJADP Phase 1 and should not include promises of funding, but actual funding. Under the current policy, 85% of these improvements should be funded prior to moving to Phase 2. Also, per the City Place Settlement Agreement, San Jose is required to provide Santa Clara notice of any public meetings or hearings before the San Jose Planning Commission and City Council regarding proposed modifications to the NSJADP.

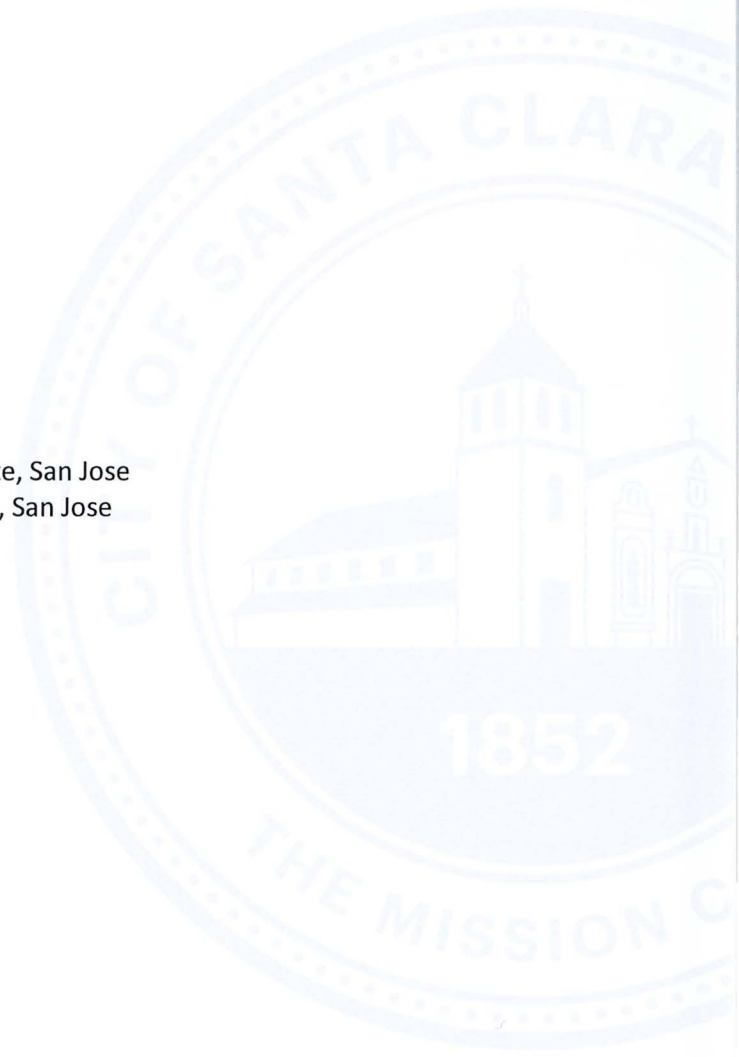
Santa Clara remains hopeful that San Jose, as a good regional partner, will make a good faith proposal which allows construction of additional housing, but ensures that San Jose will honor their previous commitments to ensure that transportation improvements are constructed in parallel with development.

Sincerely,



Manuel Pineda  
Assistant City Manager

cc: Deanna J. Santana, City Manager  
Brian Doyle, City Attorney  
Craig Mobeck, Director of Public Works  
Michael Liw, Assistant Director of Public Works  
Nanci Klein, Assistant Director, Director of Real Estate, San Jose  
John Ristow, Department of Transportation Director, San Jose





November 27, 2019

Manuel Pineda  
Assistant City Manager  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050

Re: North San José Area Development Policy Update

Dear Mr. Pineda:

Thank you for your letter dated November 18, 2019, regarding the continued exploration of modifications to the North San José Area Development Policy (NSJADP). I do not believe that the letter was a fair or accurate characterization of our efforts to date; however, San José staff continues to approach this work in an open and collaborative way as we attempt to find solutions that help ease the regional housing crisis.

San José agrees that assuring that private development occurs in parallel with the construction of necessary transportation improvements is an important priority. To that end, 55% of transportation improvements included in Phase 1 of the Policy, measured in cost estimates (\$70.1 million of \$128 million in 2019 dollars), are completed, underway, or have funding allocated or reasonably assured by other sources. This parallels the 56% of private development capacity in Phase 1 that has been developed or is in construction. In addition, another two intersection improvements from later phases have also been completed further demonstrating San José's commitment to this goal. This information has been provided in detail to Santa Clara in both previous letters and follow up emails as recently as November 15, 2019.

Following our September 13 meeting, San José committed to explore in good faith Santa Clara's proposal to meter development with a more granular phasing plan. After much analysis, San José determined that this approach would be contrary to the City's goals of producing housing and would ultimately restrict San José's ability to approve projects by effectively adding new phases, rather than consolidating existing ones. San José remains disappointed that Santa Clara is unwilling to explore other alternatives to this approach and to recognize San José's progress in delivering major transportation improvements in the area.

San José's interest in pursuing the proposed modifications was an attempt to identify the shortest path to allowing much needed housing units. Santa Clara's unwillingness

to explore a full range of alternatives is contributing to a worsening of the housing crisis and its impacts on all of the residents.

With no resolution in sight, San José intends to stop pursuing the current proposal of consolidating Phase 1 and 2 into Phase A. Attached is a memorandum for the December 10, 2019 City Council agenda which details San José staff's intent to stop exploring this approach.

As noted in the memorandum, the State has passed a significant amount of new housing and housing-related land use legislation. Much of this legislation builds on changes to State law over the past two years and San José staff is currently analyzing the full range of implications on City policies and land use regulations. With respect to our ongoing discussions on the NSJADP, we believe that SB 330 is the most significant. This bill included several new procedural changes and limitations, but of primary importance to North San José is the limitation on moratoriums or similar restrictions being imposed on housing development, and a prohibition on placing housing unit caps, population limits, or limitations on approval of permits issued for housing development.

The NSJADP includes a number of residential land use designations, which include Transit Residential, Urban Residential, and Urban Village and the Transit/Employment Residential Overlay. Staff is developing a understanding of how these designations will interact with new State law; however, we believe that the City will not be able to deny qualifying projects under these new provisions.

Consistent with our Settlement Agreement of January 12, 2018 in connection with the City Place project, we have been negotiating in good faith with Santa Clara. These discussions have represented our efforts to help address the housing crisis and facilitate new housing development. Since we seem to be at an impasse, we suggest both parties agree to participate in mediation in an effort to work out our remaining differences. Our attorneys will follow-up with your legal team to discuss various mediation options.

Sincerely,



Kim Walesh  
Deputy City Manager

cc: Dave Sykes, City Manager  
Richard Doyle, City Attorney

Attachment: NSJADP Memorandum for December 10 City Council Meeting



## Legislation Text

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**File #:** 19-1166, **Version:** 1

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**Status Report Council Policy Priority #8 - North San José Area Development Policy Update.**

- (a) Accept staff's status report on the proposed amendments to the North San José Area Development Policy;
- (b) Direct staff to proceed with the proposed approach to the North San José Area Development Policy including the preparation of the appropriate environmental review under the California Environmental Quality Act (CEQA) to facilitate near term development; and
- (c) Return to Council shortly after the New Year with specific recommendations on the implementation of recent state legislation advancing residential development that takes effect on January 1, 2020.

CEQA: Not a Project, PP17-009, Staff Reports, Assessments, Annual Reports, and Informational Memos that involve no approvals of any City action. Council Districts 3 and 4. (Economic Development/Planning, Building and Code Enforcement/Transportation)



# Memorandum

**TO:** HONORABLE MAYOR  
AND CITY COUNCIL

**FROM:** Kim Walesh  
Rosalynn Hughey  
John Ristow

**SUBJECT: STATUS REPORT ON  
AMENDMENTS TO  
NORTH SAN JOSE AREA  
DEVELOPMENT POLICY**

**DATE:** November 25, 2019

Approved

Date

11/27/19

**COUNCIL DISTRICT: 3 & 4**

## **RECOMMENDATION**

- (a) Accept staff's status report on the proposed amendments to the North San José Area Development Policy;
- (b) Direct staff to proceed with the proposed approach to the North San José Area Development Policy including the preparation of the appropriate environmental review under the California Environmental Quality Act (CEQA) to facilitate near term development; and
- (c) Return to Council shortly after the New Year with specific recommendations on the implementation of recent state legislation advancing residential development that takes effect on January 1, 2020.

## **OUTCOME**

This report is intended to provide the City Council with an understanding of necessary changes to the approach to amending the North San José Area Development Policy to advance housing opportunities in North San Jose including the impact of new State legislation on residential development.

## **BACKGROUND**

On June 12, 2018, Council directed staff to implement a Housing Crisis Workplan that prioritizes implementation and policy actions that facilitate the development of 15,000 market-rate and 10,000 affordable residential units by 2022 citywide. Item #4 on the workplan is the review and update of the North San José Area Development Policy (the Policy) to complete analysis and

proposed policy amendments necessary to advance 8,000 housing units from Phase 2 into Phase 1. At the City Council's priority setting session on March 5, 2019, the North San José Area Development Policy work item was moved up from priority number 11 on the Council's Priority List to number 8.

On May 14, 2019, staff provided an update on the proposed approach to this work. Staff's report proposed to amend the Policy by consolidating the current four development phases into two, without making changes to the total development capacity or land use plan. Staff also recommended that the timing of required transportation improvements be changed to authorize the construction of improvements needed to serve where development has actually occurred. In addition to accepting the report, Council directed staff to also:

1. *Explore options that would more readily enable housing development in North San Jose, and return to Council in early August with a workload and feasibility assessment of various options that forward the goal of advancing housing with an enhanced amount and incentives for affordable housing, including but not limited to the following options:*
  - a. *Allowing individual projects to move forward on a case-by-case basis that have conducted their own environmental analysis.*
  - b. *Commencing a new programmatic environmental impact study on North San Jose, utilizing statewide adoption of VMT to guide creation of a new development policy.*
2. *Priority for entitlement would be provided to projects producing onsite and/or an enhanced quantity of affordable housing, providing new retail and amenities, and having geographical or functional (i.e., a permanent shuttle) proximity to transit.*
3. *Return with recommendations to incorporate the Daniel Rose Fellowship's proposal<sup>1</sup> into the North San José Neighborhood Plan.*

## **ANALYSIS**

### **Recent Work to Date**

Over the past six months, staff has continued to pursue the proposed approach to amend the Policy's phasing plan. This section of the memorandum describes efforts to date but does not include the impact of new legislation on development in North San Jose which will be discussed later in the following section of this memo. In exploring the appropriate path to achieve the

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<sup>1</sup> In 2017, the City was asked by the Urban Land Institute (ULI) and the National League of Cities (NLC) to participate in the Rose Fellowship which focuses on a particular opportunity in participating cities. The Rose Fellowship collects outstanding leaders in city building to assist participating cities reach positive solutions. San José's selected land use opportunity is to develop a strategy to infuse amenities into North San José that will further the City's goals in this key employment area.



City's goals of producing more market-rate and affordable housing in North San Jose, staff has focused on two primary tasks: a) negotiate with the County of Santa Clara and the City of Santa Clara on amendments to the 2006 Settlement Agreements to address the City's proposed rephrasing, and b) engage an environmental planning consultant to initiate draft analyses of the required environmental review under CEQA for the proposed amendments to the Policy. Staff has prioritized these two items which are generally needed to make substantial changes to the Policy, such as the advancement of housing capacity or some of the potential changes to the land use policy. The amendments that were outlined in Council's prior direction require negotiation of amendments to the 2006 Settlement Agreements and appropriate CEQA clearance prior to Council consideration of the proposed Policy amendments.

The work to address the Policy-level CEQA review and the Settlement Agreements has been significant, and progress has slowed as staff has come to understand its implications. Additional analysis must be completed to satisfy the requirements of CEQA to provide updated project level clearance for the industrial, commercial, and residential development contemplated by the Policy, as well as amendments to the Policy. In addition, staff is closely monitoring the State's requirement of transition from Level of Service (LOS) to Vehicle Miles Travelled (VMT) and its impact on North San Jose policies.

Staff has continued to coordinate with the County of Santa Clara and the City of Santa Clara to understand its concerns about modifications to the Policy. Staff from the City of Santa Clara have indicated that the proposed approach of combining Phase 1 and 2 raises concerns that the City will not deliver the improvements required by the settlement agreement or the NSJADP EIR because of the advancement of residential development. San Jose staff has provided details of transportation improvements completed to date, and details of additional funding for near term projects in North San Jose; however, the negotiations with the City of Santa Clara have not yielded a clear path to amendment of the 2006 Settlement Agreement to facilitate housing production. Staff has received no significant comments regarding the rephrasing proposal from County of Santa Clara staff.

The previously proposed approach represented a risk of delay in the process to advance housing in North San Jose because it involves negotiations with other public agencies over amendments to settlement agreements that cannot be condensed into a specified timeframe. Based upon new state law housing mandates that will be discussed in more detail below, staff advises that the proposed approach to collapse the first two phases into a single phase is no longer necessary.

If Council approves staff's recommendation, residential development may occur in North San Jose regardless of the limitations on residential development in each Policy phase in accordance with state law effective January 1, 2020, so long as each development obtains appropriate CEQA environmental clearance for its project. Moreover, state law encouraging affordable housing development that meets specified criteria is exempt from CEQA and may also move forward.



## **Recent Housing Legislation**

In response to the statewide housing crisis, the State has passed new housing and housing-related land use legislation in a manner that changes the City's planning regulations and the processing of residential development. Much of this legislation builds upon changes to State law over the past two years, with a number of changes effective January 1, 2020. Staff is currently evaluating the full range of implications on City policies and land use regulations. With respect to North San Jose, staff believes the following past and present bills have the most significant ramifications, particularly SB 330:

- **SB 35** (effective January 1, 2018) requires that local agencies provide a ministerial and streamlined process to approve multifamily housing projects that meet defined standards including deed-restricted affordability requirements and the payment of prevailing wage/compliance with workforce standards. Among other criteria, SB 35 requires that local agencies apply only objective zoning and design standards to qualifying projects, but general plan maximum densities apply. In San Jose, 50% of a SB 35 project's housing must be affordable to 80% of area median income and below. Because SB 35 projects are ministerial – meaning that there is no discretionary project approval required – such projects are exempt from CEQA so they do not require CEQA clearance.
- **AB 1485 (Wicks)** made clarifications to SB 35 to broaden the eligibility to qualify for a streamlined, ministerial CEQA-exempt approval process for Bay Area projects that provide 20 percent of their units for moderate-income households (less than 120 percent of area median income), under certain conditions.
- **AB 3194** (effective January 1, 2019) amended the Housing Accountability Act which limits local governments' ability to reject or restrict housing development projects that comply with the applicable objective general plan, zoning, and subdivision standards. As revised by AB3194, if the site's zoning is inconsistent with the general plan, the project cannot be deemed inconsistent with zoning standards and cannot be required to seek a rezoning so long as the project complies with the jurisdiction's objective general plan standards. Additionally, zoning standards and criteria must be applied to facilitate and accommodate development at the density allowed by the general plan designation.
- **SB 2162** (effective January 1, 2019) requires supportive housing to be considered a use "by right" in zones where multifamily and mixed uses are permitted, including non-residential zones permitting multifamily uses, if the housing meets specified criteria. Supportive housing is housing linked to an onsite or offsite service that assists the resident in retaining the housing, improving his or her health status, and ability to live and work in the community. Qualifying criteria related to affordability, long-term deed restrictions, non-residential floor space providing supportive services and other design requirements. Because such uses are allowed "by right," and are ministerial approvals if the projects meet the requirements of SB 2162, such projects are not subject to CEQA.



- **SB 330** (effective January 1, 2020) includes several new procedural changes and limitations that will impact cities' planning and land use approval processes. Most relevant to the North San Jose Area Development Policy – particularly the restriction on residential development entitlements in each phase of the Policy --is SB 330's prohibition on housing unit caps, population limitations or limitations on approvals of permits for housing. Moratoria and similar restrictions may also not be imposed, with certain exceptions, on housing or mixed-use development. As a result, it appears that residential development with appropriate CEQA clearance may proceed despite the limits and phasing of residential development in the Policy.

The North San Jose Area Development Policy allows residential development to occur in three primary areas: areas with existing residential land use designations (which include Transit Residential, Urban Residential, and Urban Village), areas with the Transit/Employment Residential Overlay, and a limited amount in the Industrial Core – which has been replaced in the General Plan by the Transit Employment Center designation (a primarily employment designation). Staff continues to evaluate how these designations will interact and function with new state law and will suggest changes in the near future to support both housing and employment uses.

### **Apple Proposal**

On November 4, 2019, Apple Inc. announced its intention to commit \$2.5 billion to combat the housing crisis in California. Included in Apple's proposal is the objective to make available land the company owns in San Jose worth approximately \$300 million for the development of new affordable housing. Apple controls approximately 86 acres inside the North San Jose Industrial Core which currently has approximately 4.3 million square feet of entitlements for Office/R&D development. On January 26, 2016 the City Council approved a Development Agreement which vested these entitlements for 15 years. While this opportunity supports the City's Housing Crisis Workplan goals, staff is evaluating the proposal for consistency with the North San Jose Area Development Policy. The North San Jose Policy envisions Core areas being developed with a mix of employment and residential uses, but with significant emphasis on the creation of jobs. Staff has initiated conversations with Apple regarding the use of their lands in North San Jose and, depending upon what Apple proposes for development, the Policy may require amendment or may take advantage of expedited or abbreviated consideration pursuant to state law depending on the specifics of the proposed project.

### **Preferred Path to City Goals**

In assessing potential paths forward, staff is attempting to balance a number of competing objectives that include:

- A comprehensive and consistent approach to land use and transportation planning in North San Jose.
- An appropriately prepared, thorough, and legally defensible programmatic environmental review under CEQA for changes to the North San Jose Policy and discretionary consideration of subsequent projects.



- The acceleration residential development in the near-term in North San Jose. Such development requires appropriate project-level CEQA clearance unless exempt from CEQA. To the extent that SB 330 has changed the understandings and expectations of the parties to the 2006 Settlement Agreements among the City of San Jose, the City of Santa Clara, and the County of Santa Clara, amendments to those agreements should continue to be negotiated in response to the elimination of housing caps by SB 330 that will take effect on January 1.
- Preservation of the opportunity to develop employment uses consistent with the existing Policy.
- The ability to leverage unique mixed-use development opportunities like those presented by Apple.
- Compliance with new state law regarding residential development (including mixed-use) and suggesting changes to general plan, zoning and other local requirements made necessary or advisable by the new state laws.

Staff has been working to understand how each of these policy priorities can be achieved both individually and collectively. Based on the work completed to date, staff believes that a targeted Policy amendment solution to advance housing capacity in North San Jose will result in continued delays as staff attempts to address and resolve outstanding concerns presented by the City of Santa Clara, but that the advancement of housing can occur effective January 1, 2020 because of the elimination of housing caps by SB 330. Residential projects will need to comply with CEQA, unless the project falls under one of the laws that exempts it from CEQA. Staff recommends the following approach:

1. Stop work on amending the Policy's phasing requirements.
2. Continue to implement transportation projects included in North San Jose Plan and Settlement Agreement.
3. Return to Council in early- to mid-2020 with the first initial group of specific changes to city land use laws, particularly with regard to general plan, policy, and zoning in North San Jose, to respond to the new state legislation.
4. Expand upon draft environmental work to provide adequate analysis to support to the NSJADP EIR to allow industrial and commercial projects consistent with the existing Policy to move forward within an appropriate timeframe, if feasible.
5. Negotiate amendments to the 2006 Settlement Agreement with the City of Santa Clara and the County of Santa Clara to translate the current obligations which are tied to the North San Jose ADP phasing into obligations that are not tied to the phasing that will be invalid on January 1.
6. Develop a longer term work plan to initiate a major Policy revision that appropriately updates the Policy's land use and transportation expectations, and facilitates more development within the area.

7. Allow individual projects to move forward on a case-by-case basis that have conducted their own environmental analysis.

### **Workload and Resource Assessment**

On May 14, 2019 the City Council directed staff to return with a workload and feasibility assessment on the various items included (listed on page 2 of this Memo). Items 1.a. and 2. relate to the processing of residential development projects through the City's existing development review process. This work would fall under the regular work of development review staff and wouldn't require additional staffing or budget resources. However, the changes in state law requiring City land use laws and policies to changes, including but not limited to the elimination of the North San Jose unit caps and the mandate to move residential projects forward, require addition staff and budget resources. Actions to amend the City's land use regulations will require appropriate CEQA clearance prior to Council consideration of any recommended changes and may require additional staff and budget resources at mid-year.

Items 1.b. and 3 of Council's May 14, 2019 direction speak to the need for a more comprehensive approach to updating the Policy. This process is not part of staff's current workplan. These items will be considered as part of staffs work to develop a longer term work plan to initiate a major Policy revision. Through this process, staff would be able to understand and address the necessary workload, staffing, and funding required to initiate a comprehensive new policy for North San Jose.

### **CONCLUSION**

Advancement of housing capacity in North San José is one of the most impactful work items that will move the City towards its goal of having 25,000 housing units built, under construction, or entitled by the year 2022, but the complexity and changing nature of the regulatory environment continues to change and cause revisions to City's work. The elimination of housing caps by SB 330 means that residential development may move forward without changes in the Policy (with compliance with CEQA where required), but at the same time the 2006 Settlement agreements require modification to reflect the elimination of the phases of development in North San Jose. Staff recommends that the proposed approach creates an appropriate balance that can address all of the pressing concerns, and will continue to coordinate with partners and stakeholders to keep them informed of our progress.

### **EVALUATION AND FOLLOW-UP**

This work is anticipated to be completed through early- to mid-2020 with Council consideration of Development Policy amendments and appropriate CEQA clearance.



### **CLIMATE SMART SAN JOSE**

The recommendation in this memo aligns with one or more Climate Smart San José energy, water, or mobility goals.

### **PUBLIC OUTREACH**

The memorandum will be posted on the City's website for the December 10, 2019 City Council agenda.

### **COORDINATION**

The memorandum has been coordinated with the Department of Planning Building & Code Enforcement, the Office of Economic Development, Department of Public Works, the Department of Transportation, the Housing Department, and the City Attorney's Office.

### **COMMISSION RECOMMENDATION/INPUT**

This item has not been brought before a City Commission for recommendation at this point.

### **CEQA**

Not a Project, File No. PP17-009, Staff Reports, Assessments, Annual Reports, and Informational Memos that involve no approvals of any City action.

/s/  
KIM WALES  
Deputy City Manager  
Director of Economic Development

/s/  
ROSALYNN HUGHEY  
Director, Department of Planning  
Building & Code Enforcement

/s/  
JOHN RISTOW  
Director, Department of Transportation

For questions on items related to the following Departments, please contact:  
Economic Development: Chris Burton, Deputy Director, at (408) 535-8114,  
Planning, Building and Code Enforcement: Jared Hart, Division Manager, at (408) 535-7896,  
Transportation: Ramses Madou, Division Manager, at (408) 975-3283,  
Housing: Kristen Clements, Division Manager, at (408) 535-8236.

# Status Report: North San Jose

**December 10, 2019**  
**City Council**

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# | BACKGROUND

## Phase I Development Capacity

	Development Capacity	Development Capacity Allocated*	Vehicle Trip Capacity	Vehicle Trip Capacity Allocated*
Industrial (SF)	7,000,000	3,800,000	6,510	3,534
Residential (Units)	8,000	7,929	4,000	3,965
Hotel (Rooms)	1,000	464	-	140
Large Format Commercial (SF)	1,000,000	206,652	-	271
Demolished Industrial (SF)	-	(2,200,000)	-	(2,046)
<b>Total</b>			<b>10,510</b>	<b>5,864 (56%)</b>

\* “Allocated” means the capacity has been used, and the related TIF has been paid.

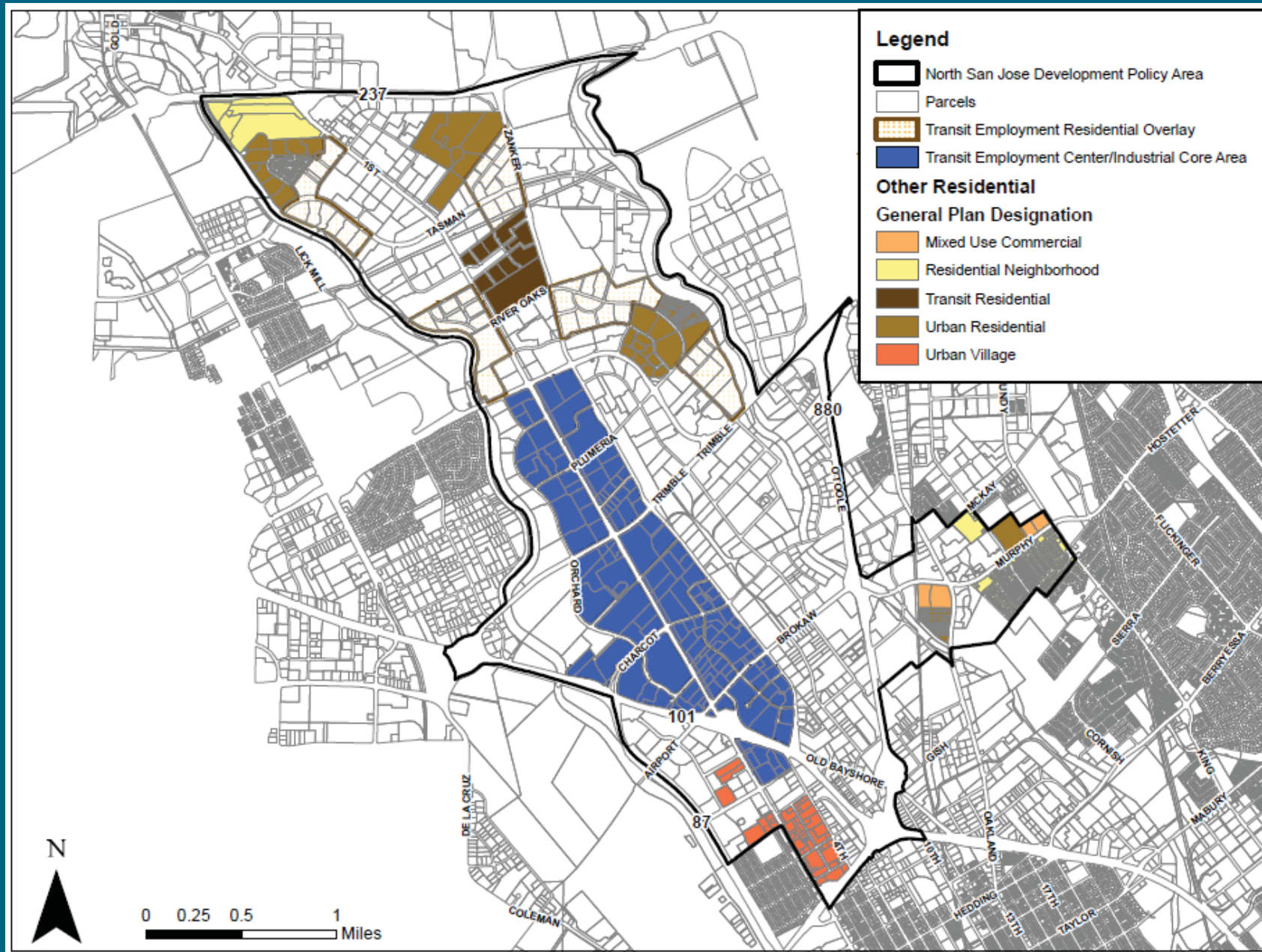
# | PRIOR APPROACH

- Consolidation of Phase 1 and Phase 2 to increase availability of residential units
  - Requires additional CEQA analysis
  - Requires amendments to the 2006 Settlement Agreements
  - Requires negotiations with other public agencies that cannot be condensed into a specified timeframe.

# | CHANGES IN STATE LAW:

- **SB 35** – ministerial and streamlined process/CEQA exemption for residential projects
- **AB 1485** – Broadens SB 35 eligibility for Bay Area projects
- **AB 3194** – City cannot require a rezoning
- **SB 2162** – Supportive housing ministerial approval and CEQA exempt
- **SB 330** – Prohibition on housing unit caps, population limitations or limitations on approvals of permits for housing.

# RESIDENTIAL LAND USES:





# | PROPOSED APPROACH

1. Stop work on amending the Policy's phasing requirements.
2. Continue to implement transportation projects included in North San Jose Plan and Settlement Agreement.
3. Return to Council in early- to mid-2020 with the first initial group of specific changes to city land use laws, particularly with regard to general plan, policy, and zoning in North San Jose, to respond to the new state legislation.
4. Expand upon draft environmental work to provide adequate analysis to support to the NSJADP EIR to allow industrial and commercial projects consistent with the existing Policy to move forward within an appropriate timeframe, if feasible.

# | PROPOSED APPROACH

5. Negotiate amendments to the 2006 Settlement Agreement with the City of Santa Clara and the County of Santa Clara to translate the current obligations which are tied to the North San Jose ADP phasing into obligations that are not tied to the phasing that will be invalid on January 1.
6. Develop a longer term work plan to initiate a major Policy revision that appropriately updates the Policy's land use and transportation expectations, and facilitates more development within the area.
7. Allow individual projects to move forward on a case-by-case basis that have conducted their own environmental analysis.



# Questions?

**Kim Walesh**

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# Memorandum

**TO:** THE HONORABLE MAYOR &  
CITY COUNCIL

**FROM:** Councilmember Lan Diep

**SUBJECT: STATUS REPORT ON  
AMENDMENTS TO NORTH  
SAN JOSÉ DEVELOPMENT  
POLICY**

**DATE:** December 9, 2019

Approved

*Lan Diep*

Date

*12/9/19*

## RECOMMENDATION

Accept staff recommendation with the following direction:

1. Refine the definition of the Transit Employment Center land use designation in our city's General Plan, as defined in Chapter 5, to clarify the condition under which "limited residential uses" are allowed, as well as to prevent future uses that do not meet the desired density on land with TEC designation;
2. Provide the Council with an analysis of the additional staffing and funding required to:
  - a. Commence a new programmatic environmental impact study on North San José, utilizing statewide adoption of VMT to guide creation of a new development policy (Council direction 1.b from May 14, 2019);
  - b. Incorporate the Daniel Rose Fellowship's proposal into the North San José Neighborhood Plan (Council direction 3 from May 14, 2019); and
  - c. Develop a longer term work plan to initiate a major policy revision that appropriately updates the NSJ Development Policy's land use and transportation expectations, and facilitates more development within the area (Staff recommendation #6 in November 25, 2019 memo regarding item 4.3 on December 9, 2019 memo); and
3. Identify potential budget actions that Council may take to fund the work identified above.

## BACKGROUND

The General Plan identifies North San José as a site for up to 97,000 new jobs and 32,000 new housing units. The North San José Area Development Policy was implemented to facilitate this growth over four phases. This approach has proven problematic, as it has made much-needed housing development contingent on adequate levels of retail, office, commercial, and industrial development. The 8,000 housing units envisioned in Phase 1 of the NSJADP have already been built. This Council has set an ambitious goal to build 15,000 market-rate housing units and 10,000 affordable housing units by 2025. Allowing more housing to be built in NSJ is integral to achieving this goal. Yet, the 8,000 additional housing units allowed in Phase 2 cannot be accessed until other development goals are met.

To address this problem, Staff has proposed combining the four phases of the NSJADP into two, in effect doubling the caps in each development phase. This has presented its own problems, as the City of Santa Clara has asserted that such a move would violate the terms of a settlement agreement between Santa Clara and San José, dating back to the formation of the NSJADP.

To complicate matters even further, the State of California has recently approved laws that make it easier to build housing by taking away local discretion to constrict housing development. The State has however, left cities with discretion over their general plans. Our own general plan designates the light rail corridor in NSJ as a Transit Employment Center due to anticipated job growth and necessary access to transit. Transit Employment Center designations are allowed the same uses as Industrial Park designations, as well as supportive commercial uses. Additionally, the General Plan allows the Transit Employment Center limited residential uses, but does not clarify the extent of residential allowances in the corridor.

### **ARGUMENT**

The State's action to address our statewide housing shortage has curtailed the power of local jurisdictions on how much housing can be built within their jurisdictions. However, cities may still rely on their general plans to have some input on where housing will be sited. North San José has long been deemed a growth area for our city. But that growth is anticipated on many fronts, not just housing. While we need more housing to be built Uptown to create a sense of community and alleviate traffic coming into the area, NSJ must remain the economic engine for the city.

While we welcome additional housing in NSJ, it must not come at the expense of the employment lands that generate revenue for our General Fund. Presently, approximately 13% of our city's land is reserved for employment uses, in contrast to other cities that reserve 20-25% for employment. The Transit Employment Center land-use designation contemplates residential uses to allow for flexibility and mixed-use communities. But residential development must complete developments rich in transit and employment uses; residential uses cannot be the main use of land designated as Transit Employment Center.

It is vitally important to the future of NSJ – and our city as a whole – that the definition of Transit Employment Center be clearly stated in the General Plan as to leave no room for misinterpretation. Additionally, given the actions by the State to intervene in local affairs regarding housing, we must have a strong vision for NSJ. This work is urgent and must be funded if we are to be masters of our own destiny in shaping the growth that awaits.

### **CONCLUSION**

North San José is designated as a critical growth area because of its potential for both job and housing developments. We must utilize North San José to its full capacity, and focus resources to guarantee a major revision of the NSJADP. Clarifying General Plan language on will allow a more comprehensive and goal-oriented plan for the area.



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Kelly Snider  
*Kelly Snider Consulting*

Jennifer Van Every  
*The Van Every Group*

**Staff**

Leslye Corsiglia  
*Executive Director*

**TRANSMITTED VIA EMAIL**

December 9, 2019

Honorable Mayor Sam Liccardo and Members of the City Council  
City of San Jose  
200 East Santa Clara Street, 18th Floor  
San Jose, CA 95113

Dear Mayor Liccardo, Vice Mayor Jones, and Councilmembers Arenas, Carrasco, Davis, Diep, Carrasco, Esparza, Foley, Jimenez, Khamis, and Peralez.

**Re: 4.3 Status Report on Amendments to North San Jose Area Development Policy**

We write today to urge you to take all necessary actions to open up North San Jose for residential development. Due to the triggers included in the NSJ Area Development Policy, no new homes have been built in the area for many years.

The current confluence of new State legislation that requires the lifting of housing development capacity limits, and Apple's interest in seeing its North San Jose land holdings used to prioritize affordable housing has provided an opportunity to change this reality.

As staff describes in its memo, this will require council direction to:

- **Rezone Apple's land holdings to allow for housing,**
- **Support other residential developments in the pipeline that may require rezoning,**
- **Support timely updates to relevant CEQA clearances for future residential projects.**

In addition, because 100% affordable projects can move now-- without environmental review-- we believe that there is a real opportunity to expand the affordability goals for the area and ask that **Council increase these goals from a required 20% to a full 25% in line with the targets for Urban Villages and the Diridon Station Area.**

When the Council included opening up the 8,000 new homes in Phase II of the NSJ Area Development Policy in the Housing Crisis Work Plan last year, it acknowledged that enabling housing development in North San Jose was important to meeting the City's housing goals. The challenge and the opportunity of North San Jose has long been its legacy requirement that 20% of the future four-phase total of 32,000 housing units, or 8,000 homes, be developed as affordable.

In Phase I that requirement wasn't met. Of the initial 8,000 units developed, only 7% - 560 - were affordable. This left an unmet obligation of 1,040 affordable homes that needed to be made up in future phases, on top of the 20% affordable requirement for all new development. Rather than write off the shortfall, Council directed staff to

December 9, 2019

Re: 4.3 Status Report on Amendments to North San Jose Area Development Policy

Page 2 of 2

develop policies to ensure that the missing affordable units were built as part of the next round of development and not “pushed out to a later phase,” and that would tie the distribution of market rate allowances to the production of these affordable units. It was clear that realizing these goals would require both on-site inclusionary requirements and proactive efforts to enable 100% affordable projects.

When the first update of the Housing Crisis Workplan came to council this past summer, these policies had not been developed, and the situation was further complicated by the ongoing negotiations with neighboring jurisdictions. But, as the staff memo lays out, these barriers have largely been removed by SB 330, additional refinement of SB35, and Apple’s desire to build affordable homes on its land. In fact there are a number of market-rate and additional affordable housing developments already proposed for the area.

Clear direction should be given to staff to fast track rezoning discussions with Apple, identify and support all existing affordable housing opportunities, and to prioritize environmental clearances for other residential projects in the area willing to commit to building inclusionary units on site. North San Jose offers the potential for tens of thousands of new jobs and thousands of new homes. We believe that together these steps will open the door for new housing and hit the goal of 25% affordability. San Jose must be vigilant in ensuring that areas of opportunity are made available to residents and workers of all incomes. The time is now to take action.

Thank you for your consideration.

Sincerely,

Leslye Corsiglia  
Executive Director

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ERIC E. REYNOLDS  
Of Counsel

December 10, 2019

Kim Walesh, Deputy City Manager  
City of San Jose  
200 E. Santa Clara Street, 3rd Floor Tower  
San Jose, CA 95113-1905

RE: North San Jose Area Development Policy Update

Dear Ms. Walesh:

We have reviewed your letter dated November 27, 2019 to Manuel Pineda regarding the North San Jose Area Development Policy Update. We understand that the City of San Jose intends to stop pursuing its consolidation of the phasing of required transportation improvements and is considering how recently passed housing and housing-related land use legislation will affect its obligations under the North San Jose Area Development Policy. Your letter notes that Senate Bill 330 includes limitations on moratoriums or similar restrictions being imposed on housing development, and a prohibition on placing housing unit caps, population limits, or limitations on approval of permits issued for housing development.

We note first that SB 330 applies prospectively to the enactment of new policies. Nothing in the bill prevents San Jose from implementing current obligations to provide transportation infrastructure related to housing, including the existing North San Jose Area Development Policy. Newly enacted Government Code section 66300, subdivision (b), states that an affected city “shall not *enact* a development policy, standard, or condition” that would have any of the effects described in subdivisions (b)(1)(A) through (E). (See also Sen. Bill No. 330 (2019-2020 Reg. Sess.) § 4 “these prohibitions would apply to any zoning ordinance adopted or amended on or after the effective date of these provisions.”)

Further, nothing in SB 330 prevents the City from continuing to require transportation improvements as a condition to the issuance of permits for residential development, which is what the 2006 Settlement Agreement requires. As stated in section 66300 (f)(3), its requirements “shall not be construed as prohibiting the adoption of amendment of a development policy, standard, or condition in a manner that imposes or implements mitigation measures a necessary to comply with the California Environmental Quality Act.” (See also Gov. Code § 65589.5 (e) [“Nothing in this section shall be construed to relieve the local agency from complying with the congestion management program required by Chapter 2.6 (commencing with Section 65088) of Division 1 of Title 7 or the California Coastal Act of 1976 (Division 20 (commencing with

Section 30000) of the Public Resources Code). Neither shall anything in this section be construed to relieve the local agency from making one or more of the findings required pursuant to Section 21081 of the Public Resources Code or otherwise complying with the California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code).”].)

Santa Clara is not opposed to the development of new housing in North San Jose. Santa Clara only wants to ensure that San Jose complies with its obligations to provide necessary transportation improvements that the new housing development will require. Requiring transportation improvements necessitated by new housing is not a moratorium. Passage of SB 330 does not relieve San Jose of its obligations to develop new housing in a responsible manner, consistent with the 2006 Settlement Agreement.

Sincerely,



Fu Tina A. Thomas

cc: Brian Doyle, Santa Clara City Attorney  
Deanna Santana, Santa Clara City Manager  
Andrew Crabtree, Santa Clara Director of Community Development  
Richard Doyle, San Jose City Attorney  
David Sykes, San Jose City Manager  
Rosalynn Hughey, San Jose Planning Director



## Agenda Report

20-72

Agenda Date: 1/14/2020

### INFORMATIONAL REPORT TO COUNCIL

#### SUBJECT

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

#### DISCUSSION

On Jan. 8, 2020, the Santa Clara Weekly published two articles by Carolyn Schuk about the salaries of new management hires since Deanna J. Santana became City Manager in October 2017.

**Unfortunately, Ms. Schuk demonstrates her complete lack of knowledge of public sector compensation and how to analyze data to provide responsible comparisons for the public to have accurate information.** Schuk's article not only grossly presents erroneous interpretation of data, but she bases false conclusions on them in order to make her desired "story" work. This report is in response to the two articles and demonstrates how Ms. Schuk got her facts wrong. For example:

- **Ms. Schuk selectively uses data to draw conclusions using an "apples to oranges" comparison to make her wrong findings.** For example, in some cases, she wrongly compares salaries for Assistant Directors to Directors and then draws an inevitable conclusion that a Director would have a greater salary. A more accurate data analysis is to understand an Assistant Director to Assistant Director comparison or Director to Director comparison.
- **Her articles do not take into consideration public sector compensation factors and relies only on one component of compensation, i.e., salary.** A salary-to-salary comparison is inadequate to draw conclusions; a proper comparison provides information on (1) salary, (2) **employer** paid benefits (e.g., medical, pension, other benefits, etc.), and (3) **employee** paid benefits (e.g., medical, pension, other benefits, etc.). The **NET** amount of these costs equal an individual's public sector compensation and should be used for drawing conclusions of comparability—anything less is incomplete and in error. In fact, when you compare the compensation amounts based on an "apples to apples" comparison, the findings are quite different.
- **Ms. Schuk also failed to take into consideration that in Santa Clara all these positions are part of a bargaining group (Unit 9), where increases are awarded as part of a Memorandum of Understanding and not individually by the City Manager.** This is not the case for all management employees in surrounding cities/public agencies and, indeed, plays a role in compensation and benefits. For example, members of this bargaining group receive negotiated cost-of-living adjustments annually outside of the City Manager's authority and merit is awarded for above-standard performance per an approved Memorandum of Understanding (MOU). These are labor laws that Ms. Schuk does not consider when presenting her data of only salary activity in Santa Clara.

#### THE FACTS

The Silicon Valley is one of the most competitive job markets in the nation and experiencing to major



conditions impacting hiring: (1) an unprecedented low unemployment rate and (2) increasingly high cost of living. These conditions impact many local governments and, like other regional cities, the City of Santa Clara will be holding a study session in early 2020 to discuss options on how we can remain a competitive employer including the review of other local government actions to recruit and retain staff (e.g., signing bonuses, etc.). Already, cities like Mountain View and San Jose have recently held public conversations about the competitive nature of recruiting and retaining public sector employees and Sunnyvale took action in 2017 to change its management compensation to remain competitive. The City Manager's compensation hiring practices are informed by these regional benchmarks and public conversations, not by Schuk's suggestions that the City Manager is hiring past colleagues at top salaries for a personal reason.

Since Ms. Schuk failed to provide accurate compensation comparison information, the attached document includes the complete data on each of the positions identified in the articles, with the accompanying salary and employer- and employee- paid benefits data (Attachment 1). In review of the data, more accurate findings show:

**Table 1: Findings of Compensation Comparison**

Name	Santa Clara Total Compensation*	Outside Agency Total Compensation*	Differential	Notes
Aracely Azevedo, Assistant Director of Human Resources	\$256,415.79	\$319,430.46	-19.73%	A Santa Clara Assistant Director of HR is paid about 20% less than an Assistant Director of HR who is at mid-point in San Jose when adjusted for employee and employer paid benefits, as noted in Attachment 1.
Craig Mobeck, Director of Public Works	\$336,699.11	\$396,498.58	-15.05%	A Santa Clara Director of PW <i>at top of range</i> is paid about 15% less than a Director of PW who is <i>at mid-point</i> in Sunnyvale when adjusted for employee and employer paid benefits, as noted in Attachment 1.
Manuel Pineda, Chief Electric Utility Officer & Assistant City Manager	\$460,950.66	n/a	92.5% salary savings to the City of Santa Clara	Manuel Pineda holds two positions with the City of Santa Clara (similar to the Palo Alto model previously used), resulting in a savings of about \$426,150 to the City of Santa Clara.
Kenn Lee, Director of Finance	\$350,655.59	\$396,497.03	-11.56%	A Santa Clara Director of Finance is paid about 12% less than a Director of Finance who is <i>at mid-point</i> in Sunnyvale when adjusted for employee and employer paid benefits, as noted in Attachment 1.

Cynthia Bojorquez, Assistant City Manager	\$426,149.95	\$440,239.94	-3.20%	A Santa Clara Assistant City Manager at <i>top of range</i> is paid about 3% less than an Assistant City Manager who <i>is at mid-point</i> in Sunnyvale when adjusted for employee and employer paid benefits, as noted in Attachment 1.
Walter Rossmann, Chief Operating Officer	\$400,948.01	n/a		Received a 13.5% increase when promoted which is well within standard promotional increase and reflects the complexity of the COO position's oversight of four lines of business.
Ruben Torres	\$452,188.07	\$329,076.87	37.41%	Ruben Torres received the same the same salary as the former Fire Chief to address internal equity against Fire Deputy Chiefs, etc. His compensation award also acknowledges his tenure as Chief in two other complex agencies. A Fire Chief should not be paid less than his direct reports and, indeed, that would be a highly unusual action to establish as a recruitment practice and likely not draw the needed talent that the Fire Department requires.

\*Note: Total compensation is comprised of the net amount of salary, employee paid benefits, and employer paid benefits. At the time of issuing this report, City staff was still awaiting data from Manhattan Beach.

When evaluating Attachment 1, here is a brief summary of observations:

- The referenced employees at Santa Clara's "top of range" compensation still make less than San Jose and Sunnyvale employees who are at "mid-point of range."
- Santa Clara is unique in that it requires employees to pay: Social Security at 6.45% of salary, CalPERS contribution at 8-10% of salary, full family medical coverage, and other employee funded benefits (e.g., deferred compensation portion). In other surrounding cities, the employee does not pay the Social Security contribution, employer pays a portion of CalPERS contribution, and full family medical coverage is partially or fully funded by the employer. This means that to be competitive, an employment offer must first adjust salary for about 15-20% of employee paid costs that are not placed on employees in other agencies, and then make a competitive offer to recruit an employee. Otherwise, it would be difficult to recruit employees and require them to take pay cuts to join Santa Clara.
- City of Santa Clara employees pay approximately four times more in medical insurance costs for family coverage while other agencies pay the full cost of family medical coverage.
- Several of the new hires were promoted to higher senior-level positions, which naturally would provide a higher salary range than previous positions (a promotional increase is generally between 5-15%).
- One employee now holds two positions (which is modeled after the Palo Alto position) - Chief Electric Utility Office and Assistant City Manager, **resulting in a cost-savings to the City of**

several hundred thousand dollars which was selectively not addressed by Ms. Schuk.

- While the City of Santa Clara provides a higher base salary, when compared to the total compensation package of employee- and employer- paid benefits, employees fair close or below when compared to other agencies. This is because of the difference between employer paid benefits and employee paid benefits.

Last, City Managers are often acknowledged for their ability to hire and assemble strong teams, and this is often a factor explored by any City Council hiring a City Manager. City Manager Santana has over 26 years of experience at four cities in the Bay Area (two large California cities), while being very active and respected in the public administration profession, and it is inevitable that she would have a large network of professional colleagues in the local area. Further, City Manager Santana is highly connected with hundreds of professionals through her engagement in regional projects, mentoring up-and-coming public sector employees, networking locally with others in the field, and collaborating with representatives from other government agencies. Her professional activity and accomplishments have led to several distinguished designations, to name a few:

- VIP Woman of the Year, National Association of Professional Women;
- San Francisco Business Times Most Influential Woman in Business Award;
- Silicon Valley Tribute to Women Award: Honoring Silicon Valley's Executive Women; and
- Congressional Recognition as Powerful Women of the Bay Area Award.

There is no doubt that with her work experience and professional designations that she has built a broad network in the profession. Having a strong management team in place benefits the community at large, and it is no secret that the City of Santa Clara's executive team is known throughout the region as "The A Team" with recent unprecedented City accomplishments over the last two years, such as:

- Santa Clara made SmartAsset's Top 10 list for Safety City in America, coming in at #6 for the first time;
- ChamberofCommerce.org also recognized Santa Clara as California's most livable city in 2019; and
- Featured as the cover story for Business View Magazine reaching over close to a one million subscribers.

By attracting and retaining top tier talent, the City administration can continue to deliver the high quality of services the community expects while planning for future growth and opportunities. It is unfortunate that Ms. Schuk did not take the time to fully understand public sector compensation to report responsibly to the public. Indeed, when a deeper analysis is provided, it shows that Santa Clara is working hard to recruit and retain talented employees while staying sufficiently competitive, given the full compensation picture.

## **ATTACHMENT**

### **1. Total Compensation Comparison Chart**

City of Santa Clara  
Total Compensation Comparison to Prior Employer

Attachment 1

Name	Agency	Classification	Annual Salary	EPMC	Other Employer Paid Benefits	Total Employer Paid Benefits	Employee Paid Medicare (and Social Security, if applicable)	Medical, Employee Paid	Other Employee Paid Benefits	Total Employee Paid Benefits	Adjusted Total Compensation	Total Increase
Aracely Azevedo	City of San Jose	Division Manager	\$ 141,369.67	\$ -	\$ 124,866.39	\$ 124,866.39	\$ (2,049.86)	\$ (3,787.92)	\$ (21,207.90)	\$ (27,045.68)	\$ 239,190.38	
Aracely Azevedo	City of San Jose	Assistant Director*	\$ 176,407.00	\$ -	\$ 147,435.86	\$ 147,435.86	\$ -	\$ (3,787.92)	\$ (624.48)	\$ (4,412.40)	\$ 319,430.46	
Aracely Azevedo	City of Santa Clara	Assistant Director of Human Resources	\$ 200,000.00	\$ -	\$ 98,600.07	\$ 98,600.07	\$ (11,437.40)	\$ (12,394.80)	\$ (18,352.08)	\$ (42,184.28)	\$ 256,415.79	7.20%
Santa Clara Below Average for Assistant Director of Human Resources												-19.73%
Craig Mobeck	City of Sunnyvale	Assistant Director of Public Works/Engineer	\$ 178,000.00	\$ 7,120.00	\$ 95,074.78	\$ 102,194.78	\$ (2,581.00)	\$ -	\$ (7,120.00)	\$ (9,701.00)	\$ 270,493.78	
Craig Mobeck	City of Sunnyvale	Director of Public Works*	\$ 272,034.00	\$ 10,881.36	\$ 128,409.08	\$ 139,290.44	\$ (3,944.49)	\$ -	\$ (10,881.36)	\$ (14,825.85)	\$ 396,498.58	
Craig Mobeck	City of Santa Clara	Director of Public Works	\$ 264,000.00	\$ -	\$ 120,931.39	\$ 120,931.39	\$ (12,365.40)	\$ (12,394.80)	\$ (23,472.08)	\$ (48,232.28)	\$ 336,699.11	24.48%
Santa Clara Below Average for Director of Public Works												-15.08%
Kathleen Hughes	City of Santa Clara	Electric Division Manager	\$ 187,224.00	\$ -	\$ 93,729.65	\$ 93,729.65	\$ (11,252.15)	\$ (12,394.80)	\$ (17,330.00)	\$ (40,976.95)	\$ 239,976.70	
Kathleen Hughes	City of Santa Clara	Sr Electric Division Manager	\$ 196,584.00	\$ -	\$ 97,045.90	\$ 97,045.90	\$ (11,387.87)	\$ (12,394.80)	\$ (18,078.80)	\$ (41,861.47)	\$ 251,768.43	4.91%
Kathleen Hughes	City of Santa Clara	Sr Electric Division Manager (Now)	\$ 224,235.60	\$ -	\$ 106,842.86	\$ 106,842.86	\$ (11,788.82)	\$ (12,394.80)	\$ (20,290.93)	\$ (44,474.54)	\$ 286,603.92	13.84%
Manuel Pineda	City of Sunnyvale	Director of Public Works	\$ 228,000.00	\$ 9,120.00	\$ 112,799.38	\$ 121,919.38	\$ (3,306.00)	\$ -	\$ (9,120.00)	\$ (12,426.00)	\$ 337,493.38	
Manuel Pineda	City of Sunnyvale	Assistant City Manager*	\$ 304,677.00	\$ 12,187.08	\$ 139,980.76	\$ 152,167.84	\$ (4,417.82)	\$ -	\$ (12,187.08)	\$ (16,604.90)	\$ 440,239.94	
Manuel Pineda	City of Santa Clara	Assistant City Manager	\$ 310,008.00	\$ -	\$ 137,232.02	\$ 137,232.02	\$ (13,032.52)	\$ (12,394.80)	\$ (27,152.72)	\$ (52,580.04)	\$ 394,659.99	16.94%
Manuel Pineda	City of Santa Clara	Chief Electric Utility Officer/Assistant City Manager	\$ 362,628.00	\$ -	\$ 155,875.29	\$ 155,875.29	\$ (13,795.51)	\$ (12,394.80)	\$ (31,362.32)	\$ (57,552.63)	\$ 460,950.66	16.80%
Santa Clara Below Average for Assistant City Manager												-10.35%
Kenn Lee	City of Sunnyvale	Assistant Director of Finance	\$ 171,000.00	\$ 6,840.00	\$ 92,593.33	\$ 99,433.33	\$ (2,479.50)	\$ -	\$ (6,840.00)	\$ (9,319.50)	\$ 261,113.83	
Kenn Lee	City of Sunnyvale	Director of Finance	\$ 272,033.04	\$ 6,840.00	\$ 128,408.74	\$ 135,248.74	\$ (3,944.48)	\$ -	\$ (6,840.00)	\$ (10,784.48)	\$ 396,497.30	
Kenn Lee	City of Santa Clara	Assistant Director of Finance	\$ 223,716.00	\$ -	\$ 106,658.77	\$ 106,658.77	\$ (11,781.28)	\$ (12,394.80)	\$ (20,249.36)	\$ (44,425.44)	\$ 285,949.32	9.51%
Kenn Lee	City of Santa Clara	Director of Finance	\$ 268,344.00	\$ -	\$ 122,470.47	\$ 122,470.47	\$ (3,944.48)	\$ (12,394.80)	\$ (23,819.60)	\$ (40,158.88)	\$ 350,655.59	22.63%
Santa Clara Below Average for Director of Finance												-11.56%
Cynthia Bojorquez	City of Sunnyvale	Director of Library & Community Services	\$ 236,000.04	\$ 9,440.00	\$ 115,635.33	\$ 125,075.33	\$ (3,422.00)	\$ -	\$ (9,440.00)	\$ (12,862.00)	\$ 348,213.37	
Cynthia Bojorquez	City of Sunnyvale*	Assistant City Manager*	\$ 304,677.00	\$ 12,187.08	\$ 139,980.76	\$ 152,167.84	\$ (4,417.82)	\$ -	\$ (12,187.08)	\$ (16,604.90)	\$ 440,239.94	
Cynthia Bojorquez	City of Santa Clara	Assistant City Manager	\$ 335,004.00	\$ -	\$ 146,088.11	\$ 146,088.11	\$ (13,394.96)	\$ (12,394.80)	\$ (29,152.40)	\$ (54,942.16)	\$ 426,149.95	22.38%
Santa Clara Below Average for Assistant City Manager												-3.20%
Walter Rossman	City of Sunnyvale	Assistant City Manager	\$ 240,000.00	\$ 9,600.00	\$ 116,747.04	\$ 126,347.04	\$ (3,480.00)	\$ -	\$ (9,600.00)	\$ (13,080.00)	\$ 353,267.04	
Walter Rossman	City of Santa Clara	Chief Operating Officer	\$ 315,000.00	\$ -	\$ 139,000.69	\$ 139,000.69	\$ (13,104.90)	\$ (12,394.80)	\$ (27,552.08)	\$ (53,051.78)	\$ 400,948.91	13.50%
Ruben Torres	Livermore-Pleasanton Fire Department	Fire Chief	\$ 219,000.00	\$ -	\$ 140,672.01	\$ 140,672.01	\$ (3,175.50)	\$ (1,139.64)	\$ (26,280.00)	\$ (30,595.14)	\$ 329,076.87	
Ruben Torres	Fire Chief	Fire Chief	\$ 320,004.00	\$ -	\$ 182,739.85	\$ 182,739.85	\$ (4,640.06)	\$ (14,794.80)	\$ (31,120.92)	\$ (50,555.78)	\$ 452,188.07	37.41%

Notes:

The comparator classifications are assumed to have Kaiser Family Medical, Family Dental (base PPO), Family Vision (standard coverage), and no retirement compensation limits.

Used benefit information/rates available as of 1/4/20

\* To compare apples to apples, pulled the same classification at prior employer and assumed a base annual salary at mid range

At time of compiling this information, information for Manhattan Beach was unavailable; therefore information for Nadine Kayali and Teresia Zadroga-Haase is not included.



# City of Santa Clara

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## Agenda Report

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20-42

Agenda Date: 1/14/2020

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### 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.



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**CITY COUNCIL AND STADIUM AUTHORITY STAFF REFERRALS  
FOR FOLLOW-UP/ACTION**  
Updated 1/7/20



	Date Assigned	Source	Referral Description	Assigned Department	Projected Completion	Completed
1.	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	
2.	12/17/19	Council Meeting	Initiate discussions with Santa Clara Unified School District regarding Healthier Kids Foundation services	Parks & Rec/ City Manager	TBD	
3.	12/10/19	Council Meeting	False Alarm Ordinance – Police Department to follow up with resident regarding financial assistance for fees	Police	1/14/20	
4.	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	
5.	12/10/19	Council Meeting	Add labor peace provision to GreenWaste Agreement	Public Works	2/28/20	
6.	12/3/19	Council Meeting	Provide a verbal report to Council under the City Manager/Executive Director section of the agenda on the status of contracting for the addition of a noise monitoring device for airport noise	City Manager	TBD	12/18/19
7.	12/3/19	Council Meeting	Regarding Council Policy 030 – Adding an Item on the Agenda – return to Council with an amended policy replacing the word consensus with Council action	City Attorney/ City Manager	January 2020	
8.	11/19/19	Council Meeting	Exclusive Negotiations Agreement with Republic Metropolitan LLC for the site located at 500 Benton Street – return to Council in 120 days with a term sheet, a drinking well study and discussion on the preservation of historical railroad property	City Manager	March 2020	
9.	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 consideration overall TOT? How do the TID Hotels feel about an increase in TOT (potentially 3%)	City Manager	1/28/20	
10.	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	February 2020	
11.	11/12/19	Council Meeting	Provide update on the International Association of Science Parks (IASP) Conference in 2021 to the Economic Development, Communications and Marketing Committee	City Manager	Fall 2020	
12.	11/5/19	Council Meeting	Schedule a Study Session regarding the pros and cons of General Obligation (GO) bonds and parcel tax	Finance	February 2020	
13.	10/29/19	Council Meeting	Regarding GIS system, provide biannual updates via the City Manager/Executive Director Report at Council meeting	IT	April 2020	
14.	10/29/19	Council Meeting	Provide options for the \$750,000 commitment from Levy for community enrichment	City Manager	March 2020	



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**CITY COUNCIL AND STADIUM AUTHORITY STAFF REFERRALS  
FOR FOLLOW-UP/ACTION**  
Updated 1/7/20



	Date Assigned	Source	Referral Description	Assigned Department	Projected Completion	Completed
15.	10/22/19	Council Meeting	Staff to return with budget appropriations in the budget cycle to improve the gazebo area at Mission Branch Library	Finance	May 2020	
16.	10/8/19	Council Meeting	Staff to review the expenditure limits for November 2020 – to designate appropriately the expenditure limit for Districts vs. At-Large seats	City Clerk/ City Manager	February 2020	
17.	9/24/19	Council Meeting	Staff to review the potential for rebates for the purchase of electric bicycles	SVP	Spring 2020	
18.	9/24/19	Council Meeting	Staff to review the Ordinance and enforcement of illegal street food vendors	Police	Spring 2020	
19.	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	
20.	8/27/19	Council Meeting	Agendize Korea Town designation for a future Council meeting and return with information about outreach and what Sunnyvale is doing on El Camino Real	City Manager	TBD	
21.	8/20/19	Council Meeting	Staff to return with report on establishing an ad-hoc committee to make recommendations regarding VTA Governance	City Manager/ Public Works	12/17/19	12/17/19
22.	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	January 2020	
23.	7/9/19	Council Meeting	Update on age-friendly activities per commission annual Work Plan	Parks & Rec	February 2020	
24.	7/9/19	Economic Development, Communications and Marketing Committee	Review if any legal restrictions exist for the City to post or advertise non-City sponsored events on the City's website or social media outlets	City Attorney	TBD	12/2/19
25.	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	
26.	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	January 2020	
27.	6/4/19	Council Meeting	Regarding bicycle and scooter share devices: staff to bring back final plan for Council approval – Council asked staff to further look into items such as outreach events, insurance, speed monitoring, data, fee structure and drop-off locations (on hold – pending other public entities' litigation)	Public Works	TBD	
28.	4/30/19	Council Meeting	Number of public transit riders for large stadium events	49ers Stadium Manager	TBD	



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**CITY COUNCIL AND STADIUM AUTHORITY STAFF REFERRALS  
FOR FOLLOW-UP/ACTION**  
Updated 1/7/20



	Date Assigned	Source	Referral Description	Assigned Department	Projected Completion	Completed
29.	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	
30.	4/25/19	Council Meeting	City Clerk Haggag to work with City Attorney's Office on next steps for enforcing the Dark Money Ordinance and the Lobbyist Ordinance	City Attorney/ City Clerk	January 2020	
31.	4/23/19	Council Meeting	Children's Health Screening Service Model: statistics on case management and procurement of services	Parks & Rec	12/17/19	<b>12/17/19</b>
32.	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	
33.	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	January 2020	
34.	10/9/18	Council Meeting	Dedicate Jerry Marsalli Community Center at grand opening of the facility	Parks & Rec	Spring 2020	
35.	10/2/18	Council Meeting	Amend sign ordinance to prohibit signs on public property	Parks & Rec/ City Attorney	Spring 2020	
36.	7/10/18	Council Meeting	Annual update on PD community engagement efforts	Police	January 2020	
37.	3/13/18	Council Meeting	Develop a Stadium Authority Financial Reporting Policy in conjunction with the Stadium Authority Auditor and the external auditor	Finance	August 2020	





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**COMPLETED 2019**  
**CITY COUNCIL AND STADIUM AUTHORITY STAFF REFERRALS**  
**FOR FOLLOW-UP/ACTION**  
Updated 12/16/19



	Date Assigned	Source	Referral Description	Assigned Department	Projected Completion	Completed	Resolution
1.	8/27/19	Council Meeting	City North Framework – Accept report to allow staff to continue work on the project with direction to staff to return with more specific policies for density, building height, and traffic mitigation	Community Development	12/10/19	12/10/19	Reported at Council Meeting
2.	11/5/19	Council Meeting	Regarding the request to annex two hotel parcels (AC Hotel and Element Hotel) into the Community Facilities District, staff to report via the City Manager's Biweekly Report/Blog the estimated revenue from the special Transient Occupancy Tax	Finance	12/6/19	12/6/19	Biweekly Report
3.	9/17/19	Council Meeting	Stadium Financial Audits – Forward comments and suggestions from the Stadium Authority Board to KPMG regarding the financial audits and seeking support documentation for the data in the audit reports	Finance	November 2019	11/22/19	Letter sent to KPMG by Finance
4.	9/5/19	Governance Session	Discuss framework for January 2020 Council Priority Setting Session	City Manager	11/21/19	11/21/19	Discussed at Governance and Ethics Committee Meeting
5.	5/21/19	Council Meeting	User Fee Study Session Follow-up: report on Proposed Housing Fee, Recreation Costs as related to Senior Center Space Use (implement space feedback forms and studying the marginal costs) and Nonprofit Room Rental Fees Rates, and Unit or Plot Costs for the Cemetery	Finance	11/19/19	11/19/19	Reported at Council Meeting
6.	10/22/19	Council Meeting	Provide a City Manager Biweekly Report item on why food truck vendors at the Library are being fingerprinted as well as what are food truck permitting requirements (in lieu of a Biweekly Report, staff prepared a Report to Council)	Police	11/19/19	11/19/19	Reported at Council Meeting
7.	10/29/19	Council Meeting	City Manager to provide information on IASP Conference held in Nantes, France	City Manager	11/12/19	11/12/19	Reported at Council Meeting
8.	10/8/19	Council Meeting	Add for a future Council meeting a Special Order of Business for the Parade of Champions planning team	City Manager	11/12/19	11/12/19	Reported at Council Meeting
9.	9/17/19	Council Meeting	Ask the Mercury News why an article published in the print edition concerning the Rolling Stones concert contained some different information than the one that was published in an earlier version online	City Manager	11/5/19	11/5/19	Reported at Council Meeting



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	Date Assigned	Source	Referral Description	Assigned Department	Projected Completion	Completed	Resolution
10.	10/22/19	Council Meeting	Provide an update via the City Manager's Biweekly Report regarding what has already occurred on placemaking activities	Community Development	11/1/19	11/1/19	Biweekly Report
11.	9/18/19	Economic Development, Communications and Marketing Committee	The Committee referred the next steps on the Worker Cooperative to the City Council for review and approval, which includes directing staff to review the resolution and the process and procedures that the City of Berkeley used for their Worker Cooperative Program, and to have the Council consider allocating \$100,000 in the budget for this effort (funding request to be heard by Council on 11/5/19)	City Manager	10/29/19	10/29/19	Reported at Council Meeting
12.	8/27/19	Council Meeting	Parkland In Lieu Fee – Return to Council on 9/24/19 with alternatives to phase in the park improvement portion of the fee to longer than 3 years to lessen impact on new housing development and provide the pros and cons. (Remove paragraph 3.C of page 9 of the resolution)	Parks & Rec	10/29/19	10/29/19	Reported at Council Meeting
13.	6/25/19	Council Meeting	Council, by consensus, requested that the City Attorney/staff review the matter related to the Cross at Memorial Cross Park (recent U.S. Supreme Court ruling)	City Attorney	November 2019	10/29/19	Council Meeting Closed Session
14.	6/4/19	Council Meeting	Comparison study on how the staffing budget and expenses is less in other cities from the general fund; provide a written update on the 1% Development Impact Fee	Finance	10/29/19	10/29/19	Reported at Council Meeting
15.	1/29/19	Council Meeting	Monitor and update to Council if the City of San Jose waives fees for developments along Steven Creek Blvd	Public Works	Ongoing	10/29/19	Updates to Council will be ongoing
16.	11/13/18	Council Meeting	Review post-agenda material distribution to reduce paper (staff will continue with implementation of the paperless agenda process)	Clerk's Office	Fall 2019	10/29/19	Ongoing process to implement paperless agenda
17.	9/17/19	Council Meeting	Complete community outreach for garbage contracts	Public Works	TBD	10/9/19	Email to Council on 10/9/19 re: community engagement efforts
18.	1/19/18	Council Meeting	Explore joint golf course use with City of Sunnyvale due to the forthcoming closure of the Santa Clara golf course	Parks & Rec	October 2019	10/8/19	Reported at Council Meeting
19.	5/7/19	Council Meeting	Silicon Valley Power (SVP) Strategic Plan: provide information on rebate and community benefits programs	SVP	September 2019	9/24/19	Reported at Council Meeting



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	Date Assigned	Source	Referral Description	Assigned Department	Projected Completion	Completed	Resolution
20.	11/27/18	Council Meeting	Massage Ordinance: recover administrative enforcement actions; explore charging a fee for non-conforming uses; develop a community engagement program (letters, workshops, in multiple languages)	Police/Finance	9/24/19	9/24/19	Reported at Council Meeting
21.	9/4/19	Council Meeting	Staff was asked if the names of Public Records Act (PRA) requestors could be provided (effective 9/20/19 PRA Log posted weekly online)	City Clerk	9/20/19	9/20/19	Biweekly Report
22.	4/9/19	Civil Service Commission	Work with Civil Service Commission on a Job Fair	Human Resources	9/20/19	9/20/19	Biweekly Report
23.	7/9/19	Council Meeting	Worker Cooperative – referred to a future Economic Development, Communication and Marketing Committee Meeting for City support options (heard by EDCM on 9/18/19; Committee's recommendations to be heard by Council in December 2019)	City Manager	Winter 2019	9/18/19	EDCM Committee
24.	7/9/19	Council Meeting	Provide a status report on the City's existing billboard contract and termination status of contract (heard by EDCM on 9/18/19; Committee's recommendations went to Council on 10/29/19)	City Attorney	9/18/19	9/18/19	EDCM Committee
25.	9/4/19	Council Meeting	Civil Grand Jury Report – Prepare a letter to the Honorable Deborah A. Ryan Presiding Judge, Santa Clara County Superior Court, for the Mayor's signature emphasizing the City Council's concern regarding: the lack of benchmarking that should have taken place during the investigation and inquiring why has the City of Santa Clara been targeted	City Manager/ City Clerk	9/13/19	9/13/19	Incorporated into Grand Jury response letter
26.	8/27/19	BPAC	BPAC Request for Letter regarding Freedom Bridge – Council to draft letter to Santa Clara Valley Water District in support of preserving Freedom Bridge	Public Works	9/10/19	8/30/19	Letter sent by staff on 8/30/19
27.	3/5/19	Council Meeting	Korea Town: legislative record, news article, etc. about previous effort to designate Korea Town (see 8/27/19 referral for follow-up request from Council)	City Manager	8/27/19	8/27/19	Reported at Council Meeting
28.	7/9/19	Council Meeting	Staff to add language to Development Agreement in regard to Phase II of Gateway Crossings being referred to the Architectural Committee	Community Development	8/23/19	8/23/19	Biweekly Report
29.	7/9/19	Council Meeting	Staff to evaluate wild geese at Central Park in response to community member John Haggerty's presentation	Parks & Rec	8/23/19	8/23/19	Biweekly Report
30.	5/21/19	Council Meeting	Reopen public hearing for Gateway Crossing and provide additional information on retail and lease options for PAL	Community Development	7/9/19	7/9/19	Reported at Council Meeting



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	Date Assigned	Source	Referral Description	Assigned Department	Projected Completion	Completed	Resolution
31.	2/5/19	Council Meeting	Anti-Smoking Ordinance: Develop a police department policy regarding enforcement for persons under 21 (Information Report to Council)	Police	7/9/19	7/9/19	Reported at Council Meeting
32.	6/4/19	Council Meeting	Allocate \$70,000 funding in support of the Parade of Champions	Finance	6/25/19	6/25/19	Reported at Council Meeting; funding approved by Council
33.	3/5/19	Council Meeting	Parade of Champions: confirm nonprofit status; report out on fundraising efforts	Parks & Rec	6/4/19	6/4/19	Reported at Council Meeting
34.	5/21/19	Council Meeting	Provide additional public information/outreach on Hauling and Recyclable items	Public Works	June 2019	5/31/19	Biweekly Report
35.	5/7/19	Council Meeting	Saratoga Creek Trail (Homeridge Park to Central Park): provide funding sources	Public Works	5/17/19	5/31/19	Biweekly Report
36.	4/23/19	Council Meeting	Street Trees: for newly developed homes, are street trees required? Who is responsible to water newly planted trees until they are established?	Public Works	5/31/19	5/31/19	Biweekly Report
37.	2/19/19		Attend Community Day School and talk to kids about the opportunities for jobs (staff has been in communication with the school and offered to make a presentation to students about job opportunities; date for event pending school's reply)	Parks & Rec	May 2019	5/21/19	Letter sent by staff on 5/21/19; no response from school to schedule an event
38.	5/22/18	Council Meeting	Review children at dog park signs	Public Works	June 2019	5/21/19	Reported at Council Meeting
39.	5/22/18	Council Meeting	Review use of canine turf at Reed & Grant Dog Park	Parks & Rec	5/21/19	5/21/19	Reported at Council Meeting
40.	4/23/19	Council Meeting	BART Extension: what is the estimated ridership for the future Santa Clara BART Station	Public Works	May 2019	5/3/19	Biweekly Report
41.	3/5/19	Council Meeting	Parade of Champions: SCPOC to respond to City Council Questions	Parks & Rec	5/17/19	5/3/19	Biweekly Report
42.	12/11/18	Council Meeting	Field Seats: Does the Stadium Authority receive revenue? Are the seats permanent or temporary? Are they allowable under the lease?	Stadium Manager	4/30/19	4/30/19	Reported at Stadium Authority Meeting
43.	11/27/18	Council Meeting	Taylor Swift Concerts: how many tickets were given away while we had to cover the full Public Safety costs	Stadium Manager	4/30/19	4/30/19	Reported at Stadium Authority Meeting



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	Date Assigned	Source	Referral Description	Assigned Department	Projected Completion	Completed	Resolution
44.	3/26/19	Council Meeting	Monthly Financial Status Report: add prior year comparative information for Capital Expenditures	Finance	May 2019	4/23/19	Reported at Council Meeting
45.	2/5/19	Council Meeting	El Camino Real - Additional cost and scope to analyze a lane removal on El Camino and verify that whole Council cannot participate in the specific plan	Community Development	4/23/19	4/23/19	Reported at Council Meeting
46.	3/26/19	Council Meeting	Investment Policy: identify whether any investments are linked to oil exploration, production, etc.	Finance	4/19/19	4/5/19	Biweekly Report
47.	3/26/19	Council Meeting	List of Measure A funded projects	Community Development	4/19/19	4/5/19	Biweekly Report
48.	12/11/18	Council Meeting	Parking in neighborhoods around the stadium during event dates: add to FY 2019/20 Stadium Authority Work Plan	Public Works/ Police/City Attorney	Mar 2019	3/27/19	Reported at Stadium Authority Meeting
49.	10/29/18	Council Meeting	Levi's Stadium Consolidated Parking Plan (Board approved – scheduled on FY 2019/20 Work Plan.)	City Manager	Winter 2019	3/27/19	Reported at Stadium Authority Meeting
50.	3/13/18		Work with the Stadium Manager to develop Key Performance Indicators (KPIs) regarding Non-NFL Event Management. (Board approved – scheduled on FY 2019/20 Work Plan.)	City Manager	3/19/19	3/27/19	Reported at Stadium Authority Meeting
51.	1/29/19	Council Meeting	Naming of Relay for Life City Team through outreach campaign	City Manager	3/26/19	3/26/19	Reported at Council Meeting
52.	12/4/18	Council Meeting	Quarterly SVP Strategic Plan Report	SVP	3/26/19	3/26/19	Reported at Council Meeting
53.	2/19/19	Council Meeting	Trash and RV parking along Hope Drive	Police/ Public Works	3/8/19	3/8/19	Biweekly Report
54.	2/19/19	Council Meeting	Post summary of Council's 12/13/18 session on Governance on the City's website	City Manager	3/8/19	3/8/19	Biweekly Report
55.	8/28/18		Workers' Comp Case related to injury at Stadium: does the Stadium Authority pay for these expenses?	HR/ Finance	3/8/19	3/8/19	Biweekly Report
56.	2/5/19	Council Meeting	Convention Center Transition Reports	City Manager	3/5/19	3/5/19	Council Meeting Verbal Report



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57.	2/5/19	Council Meeting	Anti-Smoking Ordinance: Work with the Apartment Association to develop a condensed version of the ordinance attached to leases (Information Report)	City Attorney	Apr 2019	3/5/19	CAO completed 3/5/19; developed 2-sided 1-pager version of ordinance; shared with CA Apt. Assn.
58.	10/9/18	Council Meeting	Parade of Champions: sponsorships, budget (revenues and costs), contact cities in the County to learn from their experiences	Parks & Rec	3/5/19	3/5/19	Reported at Council Meeting
59.	7/16/18	Council Meeting	Provide information on Cannabis insurance and banking issues	City Manager	2/19/19	2/19/19	Reported at Council Meeting
60.	12/11/18	Council Meeting	Lawn Bowling Clubhouse: Analyze health and safety and maintenance issues; explore acquiring a used modular from the school district	Parks & Rec/ Public Works	2/22/19	2/8/19	Biweekly Report
61.	11/15/18	Council Meeting	Convention Center Contract Recommendation RTC: describe reasons for not recommending other proposals	Finance	2/5/19	2/5/19	Reported at Council Meeting
62.	12/11/18	Council Meeting	10-Year Financial Forecast: model a lower CalPERS investment return 6.5% vs. 6%; and deeper recession; quantify impact for trade-offs	Finance	1/31/19	1/31/19	Priority Setting Session
63.	12/11/18	Council Meeting	Provide General Fund Revenue Strategy Options	Finance	1/31/19	1/31/19	Priority Setting Session
64.	1/19/18		Present employees' residence data	Human Resources	1/31/19	1/31/19	Priority Setting Session
65.	10/9/18	Council Meeting	Agrihood Project DDA: Review for potential Project Labor Agreement	City Manager	1/29/19	1/29/19	Reported at Council Meeting
66.	1/15/19	Council Meeting	Enforcement of Sidewalk Vendors vs. SB 946	Police/ City Attorney	1/25/19	1/25/19	Biweekly Report
67.	12/11/18	Council Meeting	Amend Resolution for the annual selection of Vice Mayor and Chaplain during a Council meeting in January	City Manager/ Mayor's Office	1/15/19	1/15/19	Reported at Council Meeting



# City of Santa Clara

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## Agenda Report

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20-52

Agenda Date: 1/14/2020

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### REPORT TO COUNCIL

#### **SUBJECT**

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

#### **BACKGROUND AND DISCUSSION**

The purpose of the TMAC is to provide the public advanced notifications of tentative dates of Council Study Sessions, Joint Council/Commission meetings, as well as Council Public Hearing and General Business agenda items. It is important to note that the TMAC is a Tentative Calendar planning tool and reports listed are subject to change due to Public Hearing publication requirements and agenda management.

The TMAC will be published weekly no later than Friday on the City's website.



## City of Santa Clara

### Tentative Meeting Agenda Calendar

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#### **Tuesday, January 28, 2020 Council and Authorities Concurrent Meeting**

##### **Study Session 5:30 PM**

**20-1376** Census 2020 Update: Communication and Outreach Plan

##### **Special Order of Business**

**20-1352** Recognition of Holiday Home Decorating Contest Winners

##### **Public Hearing/General Business**

**20-451** Update on Requested Information on Commercial Cannabis Activities

**20-1394** Discussion and Direction on the Santa Clara Tourism Improvement District Assessment Formula

**20-1437** **Public Hearing:** Action on Project Approvals for the Proposed 65 Residential Unit Affordable Housing Project at 2330 Monroe Street

#### **Thursday, January 30, 2020 City Council Goal and Policy Setting Session 8:30 AM at Central Park Library - 2635 Homestead Rd, Santa Clara, CA 95051)**

#### **Friday, January 31, 2020 City Council Goal and Policy Setting Session 8:30 AM at Central Park Library - 2635 Homestead Rd, Santa Clara, CA 95051)**

#### **Tuesday, February 11, 2020 Council and Authorities Concurrent Meeting**

##### **Study Session 5:00 PM**

**20-1275** Discussion and Council Direction on Assigned Responsibilities of the City Council Appointed City Auditor

**20-41** Discussion of, and Possible Direction on Infrastructure Measures for the November 2020 Ballot

##### **Special Order of Business**

**20-34** Presentation by Santa Clara Relay for Life 2020



### **Public Hearing/General Business**

- 20-1154** Approve a Resolution to Approve and Adopt the 2020 Update to the Sanitary Sewer Management Plan (SSMP)
- 20-1368** Action on Resolution Adopting the Santa Clara Pedestrian Master Plan

### **Tuesday, February 25, 2020 Council and Authorities Concurrent Meeting**

#### **Joint Dinner – 5:00 PM**

- 20-1212** Joint Dinner meeting with Cultural Commission

#### **Special Order of Business**

- 20-496** Presentation from County Tax Assessor to Council on Split Roll Initiative
- 20-1434** Welcome to Father Kevin O'Brien, S.J. as President of Santa Clara University
- 20-27** Recognize 30<sup>th</sup> Anniversary of Pacific Autism Center for Education (PACE)

### **Public Hearing/General Business**

- 20-1476** Public Hearing: Adoption of a Resolution Ordering the Abatement of a Nuisance Consisting of Growing Weeds in Association with the County Weed Abatement Program for 2019-2020
- 20-32** Illegal Street Racing and Sideshow Activity Report

### **Thursday, March 5, 2020 Special Santa Clara Stadium Authority Board Meeting – 4:00 PM**

#### **Study Session**

- 20-45** Discussion of the Proposed Santa Clara Stadium Authority Fiscal Year 2020/21 Budget and Stadium Authority Compliance and Management Policy

### **Tuesday, March 10, 2020 Santa Clara Stadium Authority Board Meeting**

#### **Public Hearing/General Business**

- 20-496** SVP Quarterly Update

### **Tuesday, March 17, 2020 Council and Authorities Concurrent Meeting**

#### **Joint Dinner – 5:00 PM**

- 20-1214** Joint Dinner meeting with Historical and Landmarks Commission

#### **Public Hearing/General Business**

- 20-496** Related Santa Clara's Development Area Plan #1

**Tuesday, March 24, 2020 Santa Clara Stadium Authority Board Meeting**

**Public Hearing/General Business**

- 20-47**            **Public Hearing:** Action on the Proposed Santa Clara Stadium Authority Fiscal Year 2020/21 Budget and Stadium Operations and Maintenance Plan

**Tuesday, March 31, 2020 Council and Authorities Concurrent Meeting**

**Joint Dinner – 5:00 PM**

- 20-1213**        Joint Dinner meeting with Library Trustees

**Public Hearing/General Business**

- 20-496**        Agenda Items Pending – To Be Scheduled

**Tuesday, April 14, 2020 Council and Authorities Concurrent Meeting**

**Public Hearing/General Business**

- 20-496**        Agenda Items Pending – To Be Scheduled

**Tuesday, April 21, 2020 Council and Authorities Concurrent Meeting**

**Study Session**

- 20-1215**        Joint Dinner Meeting with Civil Service Commission

**Public Hearing/General Business**

- 20-496**        Related Santa Clara Quarterly Update

**Tuesday, May 5, 2020 Council and Authorities Concurrent Meeting**

- 20-496**        Agenda Items Pending – To Be Scheduled

**Tuesday, May 12, 2020 Santa Clara Stadium Authority Board Meeting**

**Public Hearing/General Business**

- 20-496**        Agenda Items Pending – To Be Scheduled

**Tuesday, May 19, 2020 Council and Authorities Concurrent Meeting**

**Study Session**

- 20-1311**        Joint Dinner Meeting with Parks and Recreation Commission

**Public Hearing/General Business**

- 20-496**        Agenda Items Pending – To Be Scheduled

**Tuesday, June 2, 2020 Council and Authorities Concurrent Meeting**

**Study Session**

**20-1310**      Joint Dinner Meeting with Planning Commission

**Public Hearing/General Business**

**20-496**      SVP Quarterly Update

**Tuesday, June 23, 2020 Council and Authorities Concurrent Meeting**

**Public Hearing/General Business**

**20-496**      Agenda Items Pending – To Be Scheduled

**Tuesday, July 7, 2020 Council and Authorities Concurrent Meeting**

**Public Hearing/General Business**

**20-496**      Agenda Items Pending – To Be Scheduled

**Tuesday, July 14, 2020 Joint Council and Authorities Concurrent and Stadium Authority Meeting**

**Public Hearing/General Business**

**20-496**      Related Santa Clara Quarterly Update

**AGENDA ITEMS TO BE SCHEDULED TO A FUTURE DATE**