



City of Santa Clara

Meeting Agenda

Council and Authorities Concurrent Meeting

Tuesday, January 12, 2021

4:00 PM

Virtual Meeting

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

- Via Zoom:

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

Meeting ID: 997-0675-9306 or

- o Phone: 1(669) 900-6833

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

- Via email to PublicComment@santaclaraca.gov

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

4:00 PM COUNCIL REGULAR MEETING

Call to Order

Pledge of Allegiance and Statement of Values

Roll Call

CONTINUANCES/EXCEPTIONS/RECONSIDERATIONS

1. 21-39 [CLOSED SESSION ITEM](#)
[Conference with Legal Counsel-Existing Litigation \(CC, SA\)](#)
[Pursuant to Gov't Code § 54956.9\(d\)\(1\)](#)
[Nevarez v. City of Santa Clara, et al., United States District](#)
[Court, Northern District of California Case No.](#)
[5:16-CV-07013-LHK](#)
[\(Continued from December 16, 2020\)](#)

Recommendation: Continue the Closed Session Item *Nevarez v. City of Santa Clara, et al.*, United States District Court, Northern District of California Case No. 5:16-CV-07013-LHK to January 19, 2021.

SPECIAL ORDER OF BUSINESS

- 2.A 21-42 [Introduction of the New Chief Executive Officer of Silicon](#)
[Valley/Santa Clara DMO, Inc. \(Deferred from December 16,](#)
[2020\)](#)
- 2.B 21-1309 [Recognize Resident Evelyn Buffo on her 100th Birthday](#)
- 2.C 21-1257 [Recognition of Santa Clara students for their participation in](#)
[Santa Clara Valley Science and Engineering Fair Association's](#)
[Synopsys Science and Technology Championship](#)
- 2.D 21-41 [Verbal Report from City Manager regarding COVID-19](#)
[Pandemic](#)

CONSENT CALENDAR

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

- 3.A 21-88 [Action on Council and Authorities Concurrent and Joint Council](#)
[and Authorities Concurrent/Stadium Authority Meeting Minutes](#)

Recommendation: Approve the November 10, 2020 Council and Authorities Concurrent and November 17, 2020 Joint Council and Authorities Concurrent/Stadium Authority Meeting Minutes.

3.B 21-02 [Board, Commissions and Committee Minutes](#)

Recommendation: Note and file the Minutes of:

Santa Clara Tourism Improvement District Advisory
Board - May 5, 2019
Santa Clara Tourism Improvement District Advisory
Board - June 10, 2019
Santa Clara Tourism Improvement District Advisory
Board - June 17, 2019

3.C 21-1281 [Action on Bills and Claims Report \(CC, SA,\) for the period November 14th, 2020 - December 18th, 2020](#)

Recommendation: Approve the list of Bills and Claims for November 14, 2020 - December 18, 2020.

3.D 21-1176 [Action on Monthly Financial Status and Investment Reports for October 2020 and Related Budget Amendments](#)

Recommendation: Note and file the Monthly Financial Status and Investment Reports for October 2020 as presented and Approve the Related Budget Amendments.

3.E 21-1404 [Action on a Resolution Authorizing the City Manager to Procure, Negotiate and Execute Amendments, Change Orders, and New Agreements with Various Vendors as Required to Complete Emergency Repairs and Maintenance at the Gianera Generating Station, in an Aggregate Amount Not-to-Exceed \\$2,567,736](#)

Recommendation: Adopt a Resolution authorizing the City Manager to negotiate and execute amendments, change orders, and new agreements with various vendors as required to complete all repairs and maintenance at the Gianera Generating Station, in an aggregate amount not-to-exceed \$2,567,736 and directing staff to provide Council with a report on contracts awarded and work performed once the repairs have been completed.

3.F 21-897 [Action on Appointment of Members to the Bicycle and Pedestrian Advisory Committee](#)

Recommendation: Appoint Lloyd Cha and Atisha Varshney to serve three-year terms on the Bicycle and Pedestrian Advisory Committee, expiring on December 31, 2023.

3.G 21-503 [Action on Change Order No. 4 for the Serra Substation Rebuild Project Contract No. 2104 with the Newtron Group and Related Additional Authorization](#)

Recommendation:

1. Authorize the City Manager to execute Change Order No. 4 for the Serra Substation Construction Project (Contract No. 2104A) with the Newtron Group in an amount up to \$715,512.; and
2. Authorize the City Manager to execute additional change orders for a total contingency authorization of up to \$873,751 and a total not-to-exceed amount of \$6,576,773 for Contract No. 2104A.

- 3.H 21-730** Action on Various Agreements for Silicon Valley Power (SVP), authorize the City Manager to:
1. Execute Amendment No. 2 to the Agreement with Flynn Resource Consultants for Transmission Analysis Support;
 2. Execute Amendment No. 1 to the Agreement with Milton Security Group, Inc. for Information Technology Support Services;
 3. Execute Amendment No. 1 to the Master Construction Agreement with Hot Line Construction, Inc. for Electric Utility Overhead Services;
 4. Execute an Agreement with Daniel L. Sun Inc. DBA Sun-Net Consulting for Implementation and Support of Transmission Outage Application Software; and
 5. Add or delete services consistent with the scope of the agreements, and allow future rate adjustments subject to request and justification by contractor, approval by the City, and the appropriation of funds.

- Recommendation:**
1. Authorize the City Manager to execute Amendment No. 2 to the Agreement with Flynn Resource Consultants, Inc. to extend the term of the Agreement to April 30, 2021, and increase maximum compensation by \$500,000 to a new not-to-exceed amount of \$3,170,000;
 2. Authorize the City Manager to execute Amendment No. 1 to the Agreement for Services with Milton Security Group, Inc. to extend the term of the Agreement to April 30, 2021 and increase maximum compensation by \$240,000 to a new not-to-exceed amount \$640,000;
 3. Authorize the City Manager to execute Amendment No. 1 to the Master Construction Agreement with Hot Line Construction, Inc. to extend the term of the Agreement to July 31, 2022 with no change to maximum compensation;
 4. Authorize the City Manager to execute an Agreement for the Performance of Services with Daniel L. Sun Inc. DBA Sun-Net Consulting in an amount not to exceed \$478,174 and a term of six years; and
 5. Authorize the City Manager to add or delete services consistent with the scope of the agreements, and allow future rate adjustments

subject to request and justification by contractor, approval by the City, and the appropriation of funds.

- 3.I 21-1073** [Action on the Parks & Recreation Commission Recommendation that the Council approve the Magical Bridge All-Inclusive Playground in Central Park Schematic Design Scopes A, B, C and D and Introduction of an Ordinance Approving the Central Park All-Inclusive Playground Schematic Design in Accordance with City Charter Section 714.1](#)

Recommendation:

1. Approve the Magical Bridge All-Inclusive Playground in Central Park Schematic Design Scopes A, B, C and D; and
2. Introduce an ordinance approving the All-Inclusive Playground Schematic Design in accordance with City Charter Section 714.1

- 3.J 21-1155** [Action on Amendment No. 1 to the Management Agreement between Lifetime Tennis, Inc. and the City of Santa Clara to address COVID-19 Impacts to Programs & Revenue](#)

Recommendation: Authorize the City Manager to Execute an Amendment No. 1 to the Management Agreement between LifeTime Tennis, Inc. dba LifeTime Activities and the City of Santa Clara and delegate authority to make any needed modifications to the Agreement through December 31, 2021.

- 3.K 21-1307** Action on Various Agreements for Silicon Valley Power (SVP), authorize the City Manager to:
1. Execute Amendment No. 1 to an Agreement for the Performance of Services with GE Grid Solutions, LLC for JMux Professional Support Services for network communication and control system;
 2. Execute Amendment No. 1 to an Agreement for the Performance of Services with Reliability Optimization, Inc. for predictive maintenance services for SVP Generation Assets;
 3. Execute Amendment No. 1 to an Agreement for the Performance of Services with Koffler Electrical Mechanical Apparatus Repair, Inc. (Koffler) for maintenance and repair of electrical equipment such as pumps, fans, and motors; and
 4. Add or delete services consistent with the scope of the agreements, and allow future rate adjustments subject to request and justification by contractor, approval by the City, and the appropriation of funds.

- Recommendation:**
1. Authorize the City Manager to execute Amendment No. 1 to an Agreement for the Performance of Services with GE Grid Solutions, LLC. to extend the term of the Agreement to December 31, 2023, and increase maximum compensation by \$145,528 to a new not-to-exceed amount of \$241,278;
 2. Authorize the City Manager to execute Amendment No. 1 to an Agreement for the Performance of Services with Reliability Optimization, Inc. to extend the term of the Agreement to January 24, 2023, and increase maximum compensation by \$387,958 from \$350,154 to a new not-to-exceed amount of \$810,686;
 3. Authorize the City Manager to execute Amendment No. 1 to an Agreement for the Performance of Services with Koffler Electrical Mechanical Apparatus Repair, Inc. (Koffler) for maintenance and repair of electrical equipment such as pumps, fans, and motors to extend the term from three years to five years and increase maximum compensation from by \$205,591.91 from \$144,408.09 to a new not-to-exceed amount of \$350,000; and

4. Authorize the City Manager to add or delete services consistent with the scope of the agreements, and allow future rate adjustments subject to request and justification by contractor, approval by the City, and the appropriation of funds.

3.L 21-1194 [Action on Amendment No. 1 to the Management Agreement between City of Santa Clara and The Santa Clara Swim Club, Inc. for Mary Gomez Pool to address COVID-19 Impacts to Programs & Revenue](#)

Recommendation: Authorize the City Manager to execute Amendment No. 1 to the Management Agreement between the City of Santa Clara and Santa Clara Swim Club for the operation of Mary Gomez Pool and delegate authority to make minor modifications to the Agreement as needed.

3.M 21-1306 [Action on Amendment No. 1 to the Grant Agreement with Bay Area Air Quality Management District Grant No. 2018.245](#)

Recommendation: Authorize the City Manager to execute Amendment No. 1 to the Grant Agreement with Bay Area Air Quality Management District (BAAQMD) Grant No. 2018.245 to extend the term of the grant to demonstrate the feasibility of battery energy storage systems for back-up power at data centers.

3.N 21-1203 [Action on Adoption of a Resolution Declaring Weeds a Public Nuisance and Setting February 9, 2021 for Public Hearing](#)

Recommendation:

1. Adopt a Resolution ordering the abatement of nuisance consisting of growing weeds in the City; and
2. Set February 9, 2021 as the date for the required Public Hearing.

3.O 21-1221 [Action on the Award of Purchase Orders to Waterworks Industries, Inc. for Fountain Maintenance and Repair Services through June 30, 2025](#)

Recommendation: Authorize the City Manager to approve purchase orders with Waterworks Industries, Inc. for fountain maintenance and repair services through June 30, 2025, subject to the annual appropriation of funds.

3.P 21-1084 [Action on an Agreement with Jones Lang LaSalle Americas, Inc. \(JLL\) for Consulting Services for the Development, Implementation and Operation of Comprehensive Tourism Strategy](#)

Recommendation:

1. Approve and authorize the City Manager to execute an agreement with Jones Lang LaSalle Americas, Inc. to provide consulting services for the development, implementation and operation of a comprehensive tourism strategy retroactive to January 1, 2021 and ending on or about December 31, 2023 for a total maximum amount not-to-exceed \$300,000 subject to the appropriation of funds;
2. Authorize the City Manager to execute any minor or administrative amendments to the Agreement which do not increase the compensation for the Agreement.
3. Authorize the City Manager to execute up to three one-year options to extend the term of the agreement after the initial term through December 31, 2026 for ongoing consulting services, subject to the appropriation of funds.

3.Q 21-1224 [Action on a Professional Services Agreement Between Northern California Power Agency and the Cities of Palo Alto and Santa Clara for Consulting Services Related to Electric Transmission, Power Generation, Regulatory and Electric Market Design](#)

Recommendation: Authorize the City Manager to execute the Professional Services Agreement between Northern California Power Agency and the Cities of Palo Alto and Santa Clara (the "Bay Area Municipal Transmission Services Agreement" or "BAMx Agreement") in an amount not to exceed \$493,125 annually for a total not to exceed amount of \$2,465,625 over the five year term of the agreement.

3.R 21-1245 [Action on the Schematic Design of the New Public Neighborhood Park Located at 1205 Coleman Avenue \(Gateway Crossings\)](#)

Recommendation: Approve the Schematic Design for the New Public Neighborhood Park located at 1205 Coleman Avenue.

3.S 21-1227 [Action on the Award of Purchase Orders to Universal Site Services, Inc. for Sweeping Services through June 30, 2025](#)

Recommendation: Authorize the City Manager to execute up to four one-year options to renew the purchase order with Universal Site Services, Inc. through June 30, 2025, subject to the annual appropriation of funds.

3.T 21-1252 [Action on Amendments to Four Professional Service Agreements for the Related Santa Clara Development Project Extending the Terms with Milstone Geotechnical Consulting Services, Environmental Risk Services, Valbridge Property Advisors and Robert E. Van Heuit](#)

Recommendation: Approve and authorize the City Manager to execute:

1. Amendment No. 3 with Barry Milstone DBA Milstone Geotechnical Consulting Services for the Related Santa Clara Development Project to extend the term through December 31, 2021;
2. Amendment No. 4 to the Amended and Restated Agreement with Environmental Risk Services for Consulting Services for the Related Santa Clara Development Project to extend the term through December 31, 2021;
3. Amendment No. 3 with Hulberg and Associates, Inc., DBA Valbridge Property Advisors for Consulting Services for the Related Santa Clara Development Project to extend the term through July 31, 2021; and
4. Amendment No. 2 to Amended and Restated Agreement with Robert E. Van Heuit for Consulting Services for the Related Santa Clara Development Project to extend the term through December 31, 2021.

3.U 21-1264 [Action on the appointment of Qian Huang to the Planning Commission to serve a partial term ending June 30, 2021](#)

- Recommendation:**
1. Declare two partial term vacancies: one term ending on June 30, 2021 and the second term ending June 30, 2023; and
 2. Appoint Qian Huang to fill one partial term ending June 30, 2021, and staff will return at a future meeting date to consider options on filling the second vacancy from the eligibility list put in place by former council action or open a recruitment to the public to fill the position.

3.V 21-1403 [Action on the Task Force on Diversity, Equity, and Inclusion's Recommended Appointments to the Task Force Vacancies](#)

- Recommendation:**
1. Appoint Joyce Davis, Mark Gilley, and Dorothy Ma to the three (3) vacancies on the Task Force on Diversity, Equity, and Inclusion (Task Force) as recommended by the inaugural Task Force members; and
 2. Approve establishment of an eligibility list with Innae Park, Kevin Landis, and Gustavo Rangel that will be active for one (1) year and used in the event a Task Force vacancy occurs.

3.W 21-1405 [Action on Adoption of an Ordinance No. 2023 adding Chapter 9.65 to the City Code to provide Hotel Service Workers Retention Rights \(Deferred from December 16, 2020\)](#)

- Recommendation:**
- Adopt Ordinance No. 2023 adding Chapter 9.65 to the City Code to provide Hotel Service Workers Retention Rights.

- 3.X 21-1406** [Action on Adoption of Ordinance No. 2025 amending the Transit Neighborhood Zoning District, the Zoning District applicable to the Tasman East Specific Plan area boundaries, to allow certain non-residential uses within the first three floors of mixed-use buildings and to correct an error regarding permissible density ranges \(Deferred from December 16, 2020\)](#)

Recommendation: Adopt Ordinance No. 2025 amending the Transit Neighborhood Zoning District to allow certain non-residential uses within the first three floors of a mixed-use building and to correct an error regarding permissible density ranges.

- 3.Y 21-1407** [Action on the Adoption of Ordinance No. 2026 Adding Section 17.15.350 to Chapter 15 of Title 17 of the Santa Clara City Code Regarding the Tasman East Specific Plan Infrastructure Fee \(Deferred from December 16, 2020\)](#)

Recommendation: Adopt Ordinance No. 2026 Adding Section 17.15.350 to Chapter 15 of Title 17 of the Santa Clara City Code Regarding the Tasman East Specific Plan Infrastructure Fee.

- 3.Z 21-1389** [Action on a First Amendment to the Disposition and Development Agreement with Core Winchester LLC for the development of up to 361 multi-family residential units and 1.5 acres of open space at 1834 Worthington Circle/90 North Winchester \(Agrihood Project on the former BAREC site\)](#)

Recommendation: Adopt a Resolution approving and authorizing the City Manager to execute the First Amendment to Disposition and Development Agreement with Core Affordable Housing for the development of up to 361 multi-family residential units and 1.5 acres of open space at 1834 Worthington Circle/90 North Winchester and further authorizing the City Manager to execute all other agreements (including a Ground Lease, Loan Agreements, Deeds of Trust, Promissory Notes, and Affordable Housing Agreement) in a form consistent with the First Amendment to Disposition and Development Agreement and all other documents necessary or convenient to close escrow and implement the purposes and terms of the Disposition and Development Agreement, as amended.

3.AA 21-1237 [Action on the Fairway Glen Park Restroom Project Schematic Design Option 1 and Introduction of an Ordinance Approving the Update of the Fairway Glen Park Master Plan to include a Restroom in Accordance with City Charter Section 714.1](#)

Recommendation: Approval of the Fairway Glen Park Restroom Project Schematic Design Option 1 and introduction of an ordinance approving the update of the Fairway Glen Park Master Plan to include a Restroom Building in accordance with City Charter Section 714.1.

3.BB 21-1256 [Action on an Agreement with Long's Custom Discing, Inc. for Annual Swale Mowing Services](#)

Recommendation:

1. Approve and authorize the City Manager to execute an agreement with Long's Custom Discing, Inc. to perform annual mowing of the City's Eastside Retention Basin Drainage Swale for an amount not-to-exceed \$296,208.61 over the five-year term of the agreement, subject to the appropriation of funds; and
2. Authorize the City Manager to make minor modifications to the agreement, including time extensions, as necessary.

PUBLIC PRESENTATIONS

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

CONSENT ITEMS PULLED FOR DISCUSSION

PUBLIC HEARING/GENERAL BUSINESS

4. 21-1247 [Action on FY 2019/20 Budget Year-End Report and Approve the Related Budget Amendments](#)

- Recommendation:** 1. Note and file the FY 2019/20 Budget Year-End Report;
2. Approve the FY 2019/20 Budget Amendments to address necessary budget ratifications as set forth in Attachment 1 of the Budget Year-End Report (five affirmative Council votes required for revenue actions only); and
3. Approve the FY 2020/21 Budget Amendments as set forth in Attachment 2 of this report (five affirmative Council votes required for revenue actions only).

5. 21-1034 [Action on the Consideration of the Nomination of the Pomeroy Green Townhouses at the Northeast Corner of Pomeroy Avenue and Benton Street to the National Register of Historic Places](#)

Recommendation: No staff recommendation

6. 21-1411 [Action on Resolution Amending Rate Schedules for Electric Service for All Classes of Customers, Effective February 1, 2021 \(Deferred from December 16, 2020\)](#)

Recommendation: Adopt a Resolution amending Rate Schedules for Electric Services for all classes of customers effective February 1, 2021 and amending Time of Use rate under CB-6 and CB-7 Rate Schedule.

REPORTS OF MEMBERS AND SPECIAL COMMITTEES

CITY MANAGER/EXECUTIVE DIRECTOR REPORT

21-40 [Update on City Council and Stadium Authority Staff Referrals](#)

21-91 [Tentative Meeting Agenda Calendar \(TMAC\)](#)

ADJOURNMENT

The next regular scheduled meeting is on Tuesday evening, January 26, 2021.

MEETING DISCLOSURES

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

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

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

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

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

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

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the City of Santa Clara will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities, and will ensure that all existing facilities will be made accessible to the maximum extent feasible. The City of Santa Clara will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities including those with speech, hearing, or vision impairments so they can participate equally in the City's programs, services, and activities. The City of Santa Clara will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities.

Agendas and other written materials distributed during a public meeting that are public record will be made available by the City in an appropriate alternative format. Contact the City Clerk's Office at 1 408-615-2220 with your request for an alternative format copy of the agenda or other written materials.

Individuals who require an auxiliary aid or service for effective communication, or any other disability-related modification of policies or procedures, or other accommodation, in order to participate in a program, service, or activity of the City of Santa Clara, should contact the City's ADA Coordinator at 408-615-3000 as soon as possible but no later than 48 hours before the scheduled event.



City of Santa Clara

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

Agenda Report

21-39

Agenda Date: 1/12/2021

SUBJECT

CLOSED SESSION ITEM

Conference with Legal Counsel-Existing Litigation (CC, SA)

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

Nevarez v. City of Santa Clara, et al., United States District Court, Northern District of California Case No. 5:16-CV-07013-LHK

(Continued from December 16, 2020)

RECOMMENDATION

Continue the Closed Session Item *Nevarez v. City of Santa Clara, et al.*, United States District Court, Northern District of California Case No. 5:16-CV-07013-LHK to January 19, 2021.



Agenda Report

21-42

Agenda Date: 1/12/2021

REPORT TO COUNCIL

SUBJECT

Introduction of the New Chief Executive Officer of Silicon Valley/Santa Clara DMO, Inc. (Deferred from December 16, 2020)

COUNCIL PILLAR

Promote and Enhance Economic, Housing and Transportation Development

BACKGROUND

Over the past year, the Silicon Valley/Santa Clara Destination Marketing Organization has been engaged in recruiting efforts for a new Chief Executive Officer (CEO). Under the general scope of the City consultant's Jones Lang LaSalle (JLL), the position was posted by SearchWide Global Recruiters on January 30, 2020. SearchWide is a full-service executive recruitment firm focused on the travel, tourism, hospitality, convention, trade association, and venue management industries.

DISCUSSION

After a national search by SearchWide Global Recruiters, Silicon Valley/Santa Clara DMO, Inc Board of Directors, selected Mr. Matt Stewart as its first Chief Executive Officer (CEO). Mr. Stewart has spent the past 30 years with Marriott hotels serving in various sales leadership capacities throughout the country. Most recently, Mr. Stewart served as the Area Director for Western Mountain Pacific Area Sales where he was responsible for citywide, group, catering and business transient sales for 23 full-service and extended stay hotels in Northern California, with specific attention in leading the San Francisco Citywide Team, which generated annual revenues of \$80+ million. Mr. Stewart began his sales career with Marriott in 1993 after earning a degree in Business Administration from the University of Texas at El Paso, with a minor in Marketing.

Mr. Stewart's official first day was November 16, 2020 and his primary office is located at the Santa Clara Convention Center.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

There is no fiscal impact to the City.

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>>.

Reviewed by: Ruth Mizobe Shikada, Assistant City Manager

Approved by: Deanna J. Santana, City Manager



City of Santa Clara

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

Agenda Report

21-1309

Agenda Date: 1/12/2021

REPORT TO COUNCIL

SUBJECT

Recognize Resident Evelyn Buffo on her 100th Birthday

BACKGROUND

Santa Clara resident Evelyn Buffo has lived on Fairfield Avenue since 1953. In January 2021, Ms. Buffo will turn 100 years old.

DISCUSSION

As a Special Order of Business, the Santa Clara City Council will present a proclamation in honor of Ms. Buffo's 100th birthday, which will be accepted by Ms. Buffo, her friend Gina Borelli, and her caregiver Ruth Dennis.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

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

PUBLIC CONTACT

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>>.

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

Approved by: Deanna J. Santana, City Manager



Agenda Report

21-1257

Agenda Date: 1/12/2021

REPORT TO COUNCIL

SUBJECT

Recognition of Santa Clara students for their participation in Santa Clara Valley Science and Engineering Fair Association's Synopsys Science and Technology Championship

BACKGROUND

During the annual Santa Clara Valley Science and Engineering Fair Association's (SCVSEFA) Synopsys Science and Technology Championship (Synopsys Championship), 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 Synopsys Championship 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 Synopsys Championship. The City Council will recognize the accomplishments of these outstanding students at the January 12, 2021 City Council meeting, during which Sandra Meditch, President of the SCVSEFA, will speak on these student achievements.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

There is no cost 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>>.

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

Approved by: Deanna J. Santana, City Manager



City of Santa Clara

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

Agenda Report

21-41

Agenda Date: 1/12/2021

REPORT TO COUNCIL

SUBJECT

Verbal Report from City Manager regarding COVID-19 Pandemic

COUNCIL PILLAR

Enhance Community Engagement and Transparency



City of Santa Clara

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

Agenda Report

21-88

Agenda Date: 1/12/2021

REPORT TO COUNCIL

SUBJECT

Action on Council and Authorities Concurrent and Joint Council and Authorities Concurrent/Stadium Authority Meeting Minutes

COUNCIL PILLAR

Enhance Community Engagement and Transparency

RECOMMENDATION

Approve the November 10, 2020 Council and Authorities Concurrent and November 17, 2020 Joint Council and Authorities Concurrent/Stadium Authority Meeting Minutes.



City of Santa Clara

Meeting Minutes

Council and Authorities Concurrent Meeting

11/10/2020

3:30 PM

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

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

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

Meeting ID: 997-0675-9306 or

- o Phone: 1(669) 900-6833
- Via the City's eComment (now available during the meeting)
- Via email to PublicComment@santaclaraca.gov

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

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

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

3:30 PM COUNCIL MEETING

Call to Order in the Council Chambers

Mayor Gillmor called the meeting to order at 3:44 PM.

Roll Call

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

CLOSED SESSION

Public Comment

None.

[20-1158](#)

Conference with Legal Counsel-Existing Litigation (CC)
Pursuant to Gov't Code § 54956.9(d)(1)
NCPA, et al. v. the United States, U.S. Court of Federal Claims, Case No.
14-817C

[20-1159](#)

Conference with Real Property Negotiators (CC)
Pursuant to Gov. Code § 54956.8
Property: 2908 Lafayette Street, APN: 224-08-109
City/Authority Negotiator: Deanna J. Santana, City Manager/Executive
Director (or designee)
Negotiating Parties: Dollinger Lafayette Associates
Under Negotiation: Purchase/Sale/Exchange/Lease of Real Property
(provisions, price and terms of payment)

Convene to Closed Session (Council Conference Room)

4:30 PM COUNCIL REGULAR MEETING

Pledge of Allegiance and Statement of Values

Mayor and Council recited the Pledge of Allegiance.

Councilmember Davis recited the Statement of Values.

Assistant City Clerk Pimentel recited the AB 23 Announcement and
Behavioral Standards.

REPORTS OF ACTION TAKEN IN CLOSED SESSION MATTERS

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

CONTINUANCES/EXCEPTIONS/RECONSIDERATIONS

City Manager Santana requested that Item 2.F and 2.H be deferred to the
November 17, 2020 Council Meeting.

**A motion was made by Vice Mayor Hardy, seconded by
Councilmember Watanabe, to defer Items 2.F and 2.H to the
November 17, 2020 Council Meeting.**

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

SPECIAL ORDER OF BUSINESS

- 1.A [20-740](#) Proclaim November 2020 as Sikh Awareness and Appreciation Month

Mayor Gillmor and **Council** proclaimed November 2020 as Sikh Awareness and Appreciation Month and presented a Proclamation to **Sukhdeep Kaur on behalf of the Silicon Valley Gurdwara**.

Councilmember Chahal made informational comments on the Sikh Religion.

Public Speaker(s): Sukhdeep Kaur

- 1.B [20-1128](#) Recognize Sewa International for Outstanding Community Service

Mayor Gillmor presented Mayoral Recognitions to **Sewa International** for Outstanding Community Service with food distribution during the COVID-19 Pandemic.

Public Speaker(s): Public Speaker (1)

- 1.C [20-1102](#) Recognize Santa Clara Community Coalition for Outstanding Community Service

Mayor Gillmor presented a Mayoral Recognition to the **Santa Clara Community Coalition for Outstanding Community Service** for distribution of food and personal protective equipment.

Public Speaker(s): Harbir Bhatia

A PowerPoint Presentation was displayed with the names of volunteers to recognize them for their service.

1.D [20-1077](#) Verbal Report from City Manager regarding COVID-19 Pandemic

City Manager Santana provided the following verbal update on the COVID-19 Pandemic:

- City Libraries are now able to offer walk-up lobby services to pick-up reserved books and as well as appointment pick-up services;
- City will host COVID-19 testing on November 12, 2020 at Central Park Library;
- on November 19, 2020, the City will be hosting a virtual celebration to residents who have achieved their high school diploma;
- the City has partnered with the Salvation Army to distribute free boxes of essential foods to Santa Clara residents;
- the City will hold a Virtual Tree Lighting Ceremony on December 4, 2020;
- the City Cemetery hours have been extended for Veteran's Day;
- the City of Santa Clara has ranked #8 in the Nation as the most livable City in the United States; and
- November 10, 2020 is National Law Enforcement Records and Support Personal Day.

Chief Emergency Services Officer Schoenthal provided an update on COVID-19 cases in Santa Clara County and expects the State of California to move Santa Clara County from the Orange Tier to the Red Tier soon with the uprise in cases.

Chief Emergency Services Officer Schoenthal and **City Manager Santana** addressed Council questions.

City Manager Santana introduced the Veteran's Day Memorial video.

1.E [20-1072](#) Presentation by the Santa Clara Valley Transportation Authority (VTA) on the Proposed 2021 Transit Service Plan

Jay Tyree, Valley Transportation Authority Service Planning & Scheduling Manager, gave a PowerPoint Presentation and addressed **Council** questions.

CONSENT CALENDAR

A motion was made by Councilmember Watanabe, seconded by Councilmember Davis, to approve the balance of the Consent Calendar (Items 2.F and 2.H Deferred to November 17, 2020 Council Meeting).

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

2.A [20-1140](#) Approve the Special City Council & Stadium Authority, Council and Authorities Concurrent and Special Stadium Authority Meeting, and Council and Authorities Concurrent Meeting

Recommendation: Approve the meeting minutes of:
September 28, 2020 - Special City Council & Stadium Authority Meeting
September 29, 2020 - Council and Authorities Concurrent Meeting & Special Stadium Authority Meeting

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

2.B [20-21](#) Board, Commissions and Committee Minutes

Recommendation: Note and file the Minutes of:

Senior Advisory Commission - September 28, 2020
Planning Commission - June 10, 2020
Cultural Commission - October 5, 2020
Downtown Community Task Force - September 24, 2020

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

- 2.C [20-714](#) Action on Agreements with N. Harris Computer Corporation for the NorthStar CIS Utility Billing System

Recommendation: 1. Authorize the City Manager to execute Amendment No. 1 to the Agreement with N. Harris Computer Corporation for the NorthStar CIS Utility Billing System to extend the term of the agreement through December 31, 2023, with no change to the maximum compensation of \$276,648;

2. Authorize the City Manager to negotiate and execute future amendments to the agreement with N. Harris Computer Corporation for additional work related to the SEW project and change of banking services and extend the term, if required, to complete the additional work and subject to the appropriation of funds; and

3. Authorize the City Manager to negotiate and execute a new support and maintenance agreement with N. Harris Computer Corporation to memorialize the software products and configurations that are licensed to the City with maximum compensation amount not-to-exceed \$171,595 for FY2020/21; negotiate and execute future amendments consistent with additions and deletions of software products and configurations licensed to the City; and execute one-year options to renew the maintenance and support agreement, subject to the appropriation funds.

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

- 2.D [20-964](#) Action on Bills and Claims Report (CC) for the period October 3rd, 2020 - October 16th, 2020

Recommendation: Approve the list of Bills and Claims for October 3, 2020 - October 16, 2020.

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

- 2.E [20-886](#) Action on a Resolution of the City Council of the City of Santa Clara Authorizing City Staff to Deposit and Withdraw City Funds in the State's Local Agency Investment Fund

Recommendation: Adopt a resolution granting the authority to the City Manager, City Auditor, Director of Finance, and Assistant Director of Finance to invest and withdraw City funds in the State of California's Local Agency Investment Fund (LAIF).

A motion was made by Councilmember Watanabe, seconded by Councilmember Davis, to adopt Resolution No. 20-8899, authorizing City Staff to Deposit and Withdraw City Funds in the State's Local Agency Investment Fund.

- 2.F [20-900](#) Action on Approval of a Tentative Parcel Map for 5407 and 5409 Stevens Creek Boulevard

Recommendation: Alternative 1:
Adopt a resolution to approve the Tentative Parcel Map to subdivide the existing parcel into two lots at the property located at 5407 and 5409 Stevens Creek Boulevard.

A motion was made by Vice Mayor Hardy, seconded by Councilmember Watanabe, to continue this item to November 17, 2020.

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

- 2.G [20-909](#) Approval of Silicon Valley Power's Energy Storage Procurement Plan to Re-Evaluate Energy Storage as an Element of the Electric Utility Power Supply Plans in Compliance with California Assembly Bill 2514

Recommendation: Approve and adopt Silicon Valley Power's Energy Storage Procurement Plan to re-evaluate energy storage as an Element of Electric Utility Power Supply Plans in Compliance with California Assembly Bill 2514.

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

- 2.H [20-919](#) Public Hearing: Action on a Tentative Parcel Map for 2250 Lawson Lane

Recommendation: Alternative 1:
Adopt a resolution to approve the Tentative Parcel Map to create a single lot subdivision for commercial condominium purposes at the property located at 2250 Lawson Lane.

A motion was made by Vice Mayor Hardy, seconded by Councilmember Watanabe, to continue this item to November 17, 2020.

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

- 2.I [20-921](#) Action on Amendment No. 1 to the Agreement with Global Spectrum, LP, dba Spectra Venue Management for the Management and Operation of the Santa Clara Convention Center Modifying the Timing of Capital Investments

Recommendation: Authorize the City Manager to execute Amendment No. 1 to the Agreement with Global Spectrum, LP, dba, Spectra Venue Management for the Management and Operation of the Santa Clara Convention Center modifying the timing of capital investments and providing authority the City Manager to make minor or administrative amendments.

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

- 2.J [20-929](#) Action on Resolution Approving the Purchase and Sale Agreements for Electric Utility Easements on the South Loop Reconfigure Project

Recommendation: 1. Adopt the Resolution approving the purchases of overhead electric easements at 2365 Lafayette Street [APN 224-40-010], and 2265 Lafayette Street [APN 224-03-080]; and
2. Authorize the recordation thereof.

A motion was made by Councilmember Watanabe, seconded by Councilmember Davis, to adopt Resolution No. 20-8900, approving the Purchase and Sale Agreements for Electric Utility Easements on the South Loop Reconfigure Project.

- 2.K [20-930](#) Public Hearing: Action on the Termination of a Covenant Agreement for the Properties Located at 1560 and 1582 Jackson Street that Restrict Development

Recommendation: Alternative1: Authorize the City Manager to terminate the Covenant Agreement for the Properties located at 1560 and 1582 Jackson Street.

Mayor Gillmor abstained from this item due to a potential conflict of interest by owning property within 1000 feet.

A motion was made by Councilmember Watanabe, seconded by Councilmember Davis, to approve staff recommendation, noting Mayor Gillmor abstention.

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

Abstained: 1 - Mayor Gillmor

- 2.L [20-879](#) Action on an Agreement for Services with Energy & Resource Solutions, Inc. for Commercial and Industrial Energy Audit and Rebate Management Services

Recommendation: 1. Authorize the City Manager to execute an Agreement with Energy and Resource Solutions, Inc. for commercial and industrial energy audit and rebate management services, for an initial term starting on or about December 1, 2020 and ending on June 30, 2022 for total maximum amount not-to-exceed \$1,691,700, subject to the annual appropriation of funds;

2. Authorize the City Manager to execute up to five one-year options to extend the term of the Agreement after the initial term, ending June 30, 2027 assuming all options are exercised, subject to the annual appropriation of funds; and

3. Authorize the City Manager to add or delete services consistent with the scope of the agreements, and allow future rate adjustments subject to request and justification by contractor and approval by the City, subject to the appropriation of funds.

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

- 2.M [20-1010](#) Action on Funding Request from Santa Clara Firefighter's Foundation for 2020 Virtual Firehouse Run

Recommendation: Approve and authorize the City Manager to fund 2020 Virtual Firehouse Run in the amount of \$10,000 through the community grants program.

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

- 2.N [20-757](#) Action on the 2019 Power Source Disclosure Reports and Power Content Label

Recommendation: Adopt a Resolution approving the attestations of the veracity of the 2019 Power Source Disclosure Reports and the Power Content Label for submission to the California Energy Commission.

A motion was made by Councilmember Watanabe, seconded by Councilmember Davis, to adopt Resolution No. 8901 approving the attestations of the veracity of the 2019 Power Source Disclosure Reports and the Power Content Label for submission to the California Energy Commission.

PUBLIC PRESENTATIONS

None.

CONSENT ITEMS PULLED FOR DISCUSSION

None.

PUBLIC HEARING/GENERAL BUSINESS

3. [20-770](#) Action on 2020 Q3 Legislative Update

Recommendation: Note and file the 2020 Q3 Legislative Update.

Casey Elliott (Towsend Public Affairs) gave a PowerPoint Presentation.

A motion was made by Vice Mayor Hardy, seconded by Councilmember Chahal, to note and file the 2020 Q3 Legislative Update.

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

4. [20-1138](#) Action on Emergency Ordinance to Add Chapter 9.70 to enact COVID-19 Worker Recall Protections for Building Service, Food Service and Hotel Service Workers

Recommendation: Alternative 1:
Adopt the Emergency Ordinance to add Worker Recall Protections.

Assistant City Manager Shikada and City Attorney Doyle gave a PowerPoint Presentation.

Public Speaker(s): Marlene Bueler	Leah Williamson
Rosa Muniz	Sarah Julian
Juncay	Vicenta
Maria Landa	Maria Rocha,
Frank	Enrique Fernandez
Big B	Sarah McDermot
Louise Auerhahn	Amparo Zuniga
Jose Barba	Johnny

A motion was made by Councilmember Watanabe, seconded by Councilmember Chahal, to adopt Emergency Ordinance No. 2024 to add Worker Recall Protections with the new revisions as noted by the staff presentation.

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

5. [20-1133](#) Action on a Proposed Cost-Sharing Agreement with the County of Santa Clara to Fund a Countywide Isolation and Quarantine Support Program (IQSP)

Recommendation: Alternative 2: Council action to delegate authority to the City Manager to negotiate and execute a funding agreement with the County of Santa Clara in an amount not to exceed \$50,500 for a limited IQSP that includes program oversight and coordination, motel rooms for low-income, City of Santa Clara COVID positive individuals (and/or COVID exposed City of Santa Clara residents) and referral to the City's rental assistance program.

Assistant City Manager Bojorquez gave a PowerPoint Presentation.

Public Speaker(s): Juan Hernandez

A motion was made by Councilmember Davis, seconded by Vice Mayor Hardy, to approve Alternative 2: delegate authority to the City Manager to negotiate and execute a funding agreement with the County of Santa Clara in an amount not to exceed \$50,500 for a limited IQSP that includes program oversight and coordination, motel rooms for low-income, City of Santa Clara COVID positive individuals (and/or COVID exposed City of Santa Clara residents) and referral to the City's rental assistance program and direct staff to return with a report if the additional funds are requested by the County of Santa Clara.

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

REPORTS OF MEMBERS AND SPECIAL COMMITTEES

None.

CITY MANAGER/EXECUTIVE DIRECTOR REPORT

City Manager Santana noted that the City is currently accepting applications to serve on the Task Force for Diversity, Equity, and Inclusion and encouraged residents to apply by the November 13, 2020 at 5:00 PM deadline.

[20-882](#) Tentative Meeting Agenda Calendar (TMAC)

[20-1074](#) Update on City Council and Stadium Authority Staff Referrals

ADJOURNMENT

The meeting was adjourned at 7:34 PM in memory of **Cheri Margret Squires (60-year resident in Santa Clara)** and **Carolyn Seeger, (Senior Advisory Commissioner and Long-Term Santa Clara Resident)**.

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

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

[20-1190](#) Adjournment of the November 10, 2020 City Council Meeting Post Meeting Material

The next regular scheduled meeting is on Tuesday evening, November 17, 2020 in the City Hall Council Chambers.

MEETING DISCLOSURES

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

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

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

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

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

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



City of Santa Clara

Draft

Joint Meeting Minutes

Council and Authorities Concurrent Meeting

Santa Clara Stadium Authority

11/17/2020

3:30 PM

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

****Revisions:**

Add Item 2.U (20-1195)

Add Item 2.V (20-1197)

Move Item 20-1057 under Stadium Authority Consent Items

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

- **Via Zoom:**

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

- Meeting ID: 997-0675-9306 or

- o Phone: 1(669) 900-6833

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

- **Via email to PublicComment@santaclaraca.gov**

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

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

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

3:30 PM COUNCIL/STADIUM AUTHORITY MEETING

Call to Order in the Council Chambers

Mayor Gillmor called the meeting to order at 3:35 PM.

Roll Call

Present: 6 - Vice Mayor/Chair Karen Hardy, Council/Boardmember Teresa O'Neill, Council/Boardmember Debi Davis, Council/Boardmember Kathy Watanabe, Council/Boardmember Raj Chahal, and Mayor/Chair Lisa M. Gillmor

CLOSED SESSION

Public Comment

None.

[20-1186](#)

Conference with Real Property Negotiators (CC)
Pursuant to Gov. Code § 54956.8
Property: Please see below listing for APNs and addresses
City/Authority Negotiator: Deanna J. Santana, City Manager/Executive Director (or designee)
Negotiating Parties: Please see below listing for names for negotiating party(ies)
Under Negotiation: Purchase/Sale/Exchange/Lease of Real Property (provisions, price and terms of payment)

Convene to Closed Session (Council Conference Room)

Mayor Gillmor adjourned to Closed Session at 3:36 PM and reconvened to Open Session at 4:37 PM.

4:15 PM COUNCIL/STADIUM AUTHORITY REGULAR MEETING

Pledge of Allegiance and Statement of Values

Council/Board recited the Pledge of Allegiance.

Council/Boardmember Davis recited the Statement of Values.

Assistant City Clerk Pimentel recited the AB23 Announcement and the Statement of Behavioral Standards.

REPORTS OF ACTION TAKEN IN CLOSED SESSION MATTERS

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

CONTINUANCES/EXCEPTIONS/RECONSIDERATIONS

[20-1181](#) Cancellation of Public Hearing: Consideration of a Proposed Resolution Amending the Rates for Attachments to City Owned Utility Poles by Third Party Communications Providers Continued from October 13, 2020 (RTC 20-693)

Recommendation: Drop public hearing to consider matter on a future date.

A motion was made by Councilmember Davis, seconded by Councilmember Watanabe, to cancel the Public Hearing on the Consideration of a Proposed Resolution Amending the Rates for Attachments to City Owned Utility Poles by Third Party Communications Providers.

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

Off Dias: 1 - Councilmember Chahal

SPECIAL ORDER OF BUSINESS

1.A [20-1126](#) Acknowledge the Winners of the Santa Clara Cultural Commission's 2020 Halloween Home Decoration Contest

Cultural Commission Chair Louis Samara gave a PowerPoint Presentation acknowledging the winners of the Santa Clara Cultural Commission 2020 Halloween Home Decorating Contest.

Public Speaker(s): Public Speaker (1)

1.B [20-1173](#) Verbal Report from City Manager regarding COVID-19 Pandemic

City Manager Santana provided the following verbal update:

- Expressed gratitude to the Department of Public Works for responding to 52 reports of tree damage due to the severe weather and strong winds;
- Santa Clara County has been placed in Purple Tier 1 in the State of California Governor's Blueprint for Safer Economy which will require many businesses to close indoor operations, reduced indoor operations, and/or only provide outdoor operations;
- Santa Clara County strongly urges residents to refrain from traveling during the holiday season to prevent bringing the COVID-19 virus back to the County; and
- City is continuing plans for a Virtual Tree Lighting ceremony.

Chief Emergency Services Officer Schoenthal provided an update on Santa Clara County's case rate hospitalization capacity.

CONSENT CALENDAR

A motion was made by Council/Boardmember O'Neill, seconded by Council/Boardmember Davis, to approve the balance of the Consent Calendar [except Item 2.H, 2.Y(a), 2.Y(b)].

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

- 2.A** [20-902](#) Action on Council and Authorities Concurrent & Special Stadium Authority Meeting, Special City Council, Special City Council, Stadium Authority, Successor Agency to the City of Santa Clara Redevelopment Agency, and Council and Authorities Concurrent Meeting Minutes

Recommendation: Approve the meeting minutes of:

1. Council and Authorities Concurrent and Special Stadium Authority Minutes of October 13, 2020
2. Special City Council Minutes of October 15, 2020
3. Special City Council Minutes of October 21, 2020
4. Council and Authorities Concurrent Meeting of October 27, 2020
5. Special City Council, Stadium Authority, Successor Agency to the Redevelopment Agency of October 29, 2020

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

- 2.B** [20-22](#) Board, Commissions and Committee Minutes

Recommendation: Note and file the Minutes of:

Task Force on Diversity, Equity, and Inclusion - October 8, 2020
Task Force on Diversity, Equity, and Inclusion - October 15, 2020
Task Force on Diversity, Equity, and Inclusion - October 22, 2020
Historical and Landmarks Commission - October 1, 2020

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

- 2.C** [20-1145](#) Action on Approval of the 2019-2024 Memorandum of Understanding Between the City of Santa Clara and the Miscellaneous Unclassified Management Employees (Unit 9)

Recommendation: 1. Approve the Memorandum of Understanding between the City of Santa Clara and the Miscellaneous Unclassified Management Employees (Unit 9) with effective dates of December 15, 2019 to December 31, 2024.

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

- 2.D [20-468](#) Action on Adoption of a Resolution Approving the 2019 Bay Area Urban Areas Security Initiative Program Grant, and Related Budget Amendment.

Recommendation:

1. Adopt a Resolution Approving the 2019 Bay Area Urban Areas Security Initiative program grant in the amount of \$185,000 (as extended to 2021) for the purchase of backpack portable radiation detection equipment; and
2. Approve the related budget amendment in the Fire Operating Grant Trust Fund to recognize grant revenue in the amount of \$185,000 and establish a 2019 Bay Area Urban Areas Security Initiative program appropriation in the amount of \$185,000.

A motion was made by Councilmember O'Neill, seconded by Councilmember Davis, to adopt Resolution No. 20-8902, approving the 2019 Bay Area Urban Areas Security Initiative Program Grant, and Related Budget Amendment.

- 2.E [20-868](#) Informational Report Regarding Bi-yearly Project Status Report of the GIS Services Program

Recommendation: Note and file the Informational Report regarding the Bi-yearly Project Status Report of the GIS Services Program.

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

- 2.F [20-720](#) Action on an Agreement with Mott MacDonald, Inc. for Design Professional Services for the Lafayette St. Underpass at Subway Pump Station and Related Budget Amendment

Recommendation:

1. Approve and authorize the City Manager to execute an agreement with Mott MacDonald, Inc., for the Lafayette St. Underpass at Subway Pump Station in the amount not-to-exceed \$227,524;
2. Authorize the City Manager to make minor modifications, including time extensions, to the agreement, if needed; and
3. Approve the related FY 2020/21 budget amendment in the Storm Drain Capital Fund to increase the Lafayette St. Underpass at Subway Pump Station Project by \$38,000 and decrease the Westside Retention Basin Pump Replacement Project by \$38,000.

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

- 2.G [20-895](#) Action on Amendment No. 1 to the Agreement with Safe Moves for the Santa Clara Non-Infrastructure Safe Routes to School Phase 2 Project

Recommendation: Approve and authorize the City Manager to execute Amendment No. 1 to the Agreement with Safe Moves for the Santa Clara Non-Infrastructure Safe Routes to School Phase 2 Project.

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

- 2.I [20-908](#) Adopt a Resolution authorizing the City Manager to submit an Application for Proposition 68 Per Capita Program for Maywood Park Rehabilitation and approve a related budget amendment in the amount of \$256,622 for the Project in the Parks and Recreation Capital Fund

Recommendation: 1. Adopt a Resolution authorizing the City Manager to submit an Application for the Proposition 68 Per Capita Program for the Maywood Park Rehabilitation Project; and
2. Approve a related Fiscal Year 2021/22 budget amendment in the Parks and Recreation Capital Fund to recognize grant revenue and increase the Maywood Park Rehabilitation Project appropriation in the amount of \$256,622.

Public Speaker(s): Susan Hinton (eComment)

A motion was made by Councilmember O'Neill, seconded by Councilmember Davis, to adopt Resolution No. 20-8903, authorizing the City Manager to submit an Application for Proposition 68 Per Capita Program and approve staff recommendation.

- 2.J [20-924](#) Action on a Resolution Approving Purchase and Sale Agreements for Easements on the South Loop Reconfigure Project

Recommendation: 1. Adopt the Resolution approving the purchases of overhead electric easements at 840 Comstock Street [224-36-001], 955 Martin Avenue [224-60-004], 1515 Walsh Avenue [224-57-003], and 2495 Lafayette Street [224-35-019]; and
2. Authorize the recordation thereof.

A motion was made by Councilmember O'Neill, seconded by Councilmember Davis, to adopt Resolution No. 20-8904, approving Purchase and Sale Agreements for Easements on the South Loop Reconfigure Project and to approve staff recommendation.

- 2.K [20-963](#) Action on Monthly Financial Status and Investment Reports for September 2020 Approve the Related Budget Amendments

Recommendation: Note and file the Monthly Financial Status and Investment Reports for September 2020 as presented and Approve Related Budget Amendments.

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

- 2.L [20-990](#) Action on a Resolution Amending in Part Resolution No. 5195, Setting the Start Time of Regular Meetings of the Historical and Landmarks Commission and Approving the 2021 Historical and Landmarks Commission Calendar of Meetings

Recommendation: Adopt a Resolution amending in part Resolution No. 5195, setting the start

time of regular Historical and Landmarks Commission meetings, and approving the 2021 Historical and Landmarks Commission of Meetings.

A motion was made by Councilmember O'Neill, seconded by Councilmember Davis, to adopt Resolution No. 20-8905, amending in part Resolution No. 5195, setting the start time of Regular Meetings of the Historical and Landmarks Commission and Approving the 2021 Historical and Landmarks Commission Calendar of Meetings.

2.M [20-999](#)

Action on the Approval of FY 20 Edward Byrne Memorial Justice Assistance Grant Funding and Related Budget Amendment

- Recommendation:**
1. Accept and approve the FY 20 Edward Byrne Memorial Justice Assistance Grant funding of \$12,469;
 2. Approve the related FY 2020/21 budget amendment in the Police Operating Grant Trust Fund to recognize grant revenue in the amount of \$12,469 and establish an Edward Byrne Memorial Justice Assistance Grant Program 2020 appropriation in the amount of \$12,469;
 3. Authorize the City Manager to sign grant-related documents;
 4. Authorize the Mayor to sign the Certifications and Assurances by the Chief Executive of the Applicant Government form; and,
 5. Authorize the City Manager to execute purchase order(s), subject to the appropriation of funds, to purchase the equipment described above.

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

2.N [20-1000](#)

Action to Approve a Municipal Law Enforcement Services Agreement between the Santa Clara Stadium Authority, City of Santa Clara and San Francisco County Sheriff's Office

- Recommendation:**
- Approve a Municipal Law Enforcement Services Agreement between the Santa Clara Stadium Authority, City of Santa Clara, and San Francisco County Sheriff's Office for support services associated with special events at Levi's Stadium.

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

2.O [20-1033](#)

Action on Amendment No. 1 to the Agreement with the California Department of Transportation Division of Rails and Mass Transportation for the Agnew Road At-Grade Crossing Project

- Recommendation:**
1. Approve and authorize the City Manager to execute Amendment No. 1 to the agreement with the California Department of Transportation Division of Rails and Mass Transportation for the Agnew Road At-Grade Crossing Project;
 2. Authorize the City Manager to make minor modifications, including time extensions, to the agreement, if needed; and

3. Authorize the City Manager to execute any and all documents associated with and necessary for administration of the project with the California Department of Transportation Division of Rails and Mass Transportation.

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

- 2.P** [20-1051](#) Amendment to the Covenants, Conditions and Restrictions for the Marriott Center Owners Association

Recommendation: Note and file the proposed amendment to the covenants, conditions and restrictions ("CC&Rs") for the Marriott Center Owners Association regarding the industrial development at 4701 Patrick Henry Boulevard.

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

- 2.Q** [20-1054](#) Action on Agreement with HouseKeys, Inc. for Administration Services for the Below Market Price Purchase Program

Recommendation:

1. Approve and authorize the City Manager to execute an agreement with HouseKeys, Inc. for administration services for the Below-Market Purchase Program and to approve change orders and amendments during the initial term commencing on or about November 18, 2020 and ending on or about November 30, 2023 for a total maximum amount not-to-exceed \$581,250, subject to the appropriation of funds; and
2. Authorize the City Manager to execute up to seven one-year options to extend the term of the agreement after the initial term through November 30, 2030 for ongoing administration services, subject to the appropriation of funds.

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

- 2.R** [20-1063](#) Action on Affordable Housing Agreements with TOD Brokaw, Inc., for a 725 Unit Apartment Project Located at 1205 Coleman Avenue

Recommendation:

1. Approve and authorize the City Manager to execute the Affordable Housing Agreements for Project 1 and Project 2 with TOD Brokaw, Inc., to execute amendments thereto, and to take any other action necessary to implement the requirement for the provision of seventy-three (73) affordable located at 1205 Coleman Avenue; and
2. Authorize the recordation thereof.

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

- 2.S** [20-1068](#) Action on an Agreement Containing Covenants and Restrictions with Benton and El Camino, LP, for Project located at 575 Benton Street

Recommendation: 1. Approve and authorize the City Manager to execute the Agreement

Containing Covenants and Restrictions with Benton and El Camino, LP to execute amendments thereto, and to take any other action necessary to implement the requirement for the provision of thirty-six (36) affordable units within a 355 unit rental apartment complex at 575 Benton Street; and

2. Authorize the recordation thereof.

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

- 2.T [20-1168](#) Note and File Informational Report on a Proposed Shared Mobility Permit Program and Updates to State Law

Recommendation: Note and file the Informational Report on a Proposed Shared Mobility Permit Program and Updates to State Law.

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

- 2.U [20-1195](#) Action on Approval of a Tentative Parcel Map for 5407 and 5409 Stevens Creek Boulevard (Continued from November 10, 2020 Council Meeting)

Recommendation: Alternative 1:
Adopt a resolution to approve the Tentative Parcel Map to subdivide the existing parcel into two lots at the property located at 5407 and 5409 Stevens Creek Boulevard.

A motion was made by Councilmember O'Neill, seconded by Councilmember Davis, to adopt Resolution No. 20-8906, approving the Tentative Parcel Map to subdivide the existing parcel into two lots at the property located at 5407 and 5409 Stevens Creek Boulevard.

- 2.V [20-1197](#) Public Hearing: Action on a Tentative Parcel Map for 2250 Lawson Lane (Continued from November 10, 2020 Council Meeting)

Recommendation: Alternative 1:
Adopt a resolution to approve the Tentative Parcel Map to create a single lot subdivision for commercial condominium purposes at the property located at 2250 Lawson Lane.

A motion was made by Councilmember O'Neill, seconded by Councilmember Davis, to adopt Resolution No. 20-8907, approving the Tentative Parcel Map to create a single lot subdivision for commercial condominium purposes at the property located at 2250 Lawson Lane.

STADIUM AUTHORITY CONSENT ITEMS

- 2.W** [20-988](#) Action on Stadium Authority Bills and Claims for the Month of September 2020

Recommendation: Approve the list of Stadium Authority Bills and Claims for September 2020.

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

- 2.X** [20-1057](#) Action to Purchase and/or Award Purchase Orders for Public Safety Supplies and Equipment and Approve Miscellaneous Purchases Incurred Between June 5 and October 31, 2020

Recommendation: Alternatives 1, and 2.

1. Authorize the Executive Director to purchase and/or execute purchase orders with specified vendors for the public safety supplies and equipment outlined in the report (Radiation Detector; Rope Rescue Gear; Stadium Personal Protective Equipment; and 2-Way CAD/24-7 Link), pursuant to Chapters 2.105 and 17.30 of the Santa Clara City Code and in an amount not-to-exceed \$230,912, the budgeted amount in the Stadium Authority FY 2020/21 CapEx Budget for the items; and
2. Approve the miscellaneous expenses detailed in Attachment 2 that were incurred by or invoiced to the Stadium Authority and the City on behalf of the Stadium Authority (to be reimbursed by the Stadium Authority) between June 5 and October 31, 2020.

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

- 2.Z** [20-1056](#) Informational Report on Dates and Purpose of Stadium Authority and Stadium Manager Meetings and Corresponding Minutes for the Period July 1, 2020 to September 30, 2020

Recommendation: Note and file the quarterly report on Stadium Authority and Stadium Manager Meetings and Corresponding Minutes for the period of July 1, 2020 to September 30, 2020.

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

PUBLIC PRESENTATIONS

None.

CONSENT ITEMS PULLED FOR DISCUSSION

- 2.H** [20-748](#) Action on a Design Professional Services Agreement with Alta Planning + Design for the Pruneridge Avenue Complete Streets Plan Project and Related Budget Amendments

Recommendation:

1. Approve and authorize the City Manager to execute the Agreement for Design Professional Services with Alta Planning + Design for the Pruneridge Avenue Complete Streets Plan in the amount not-to-exceed \$416,347;
2. Approve a FY 2020/21 budget amendment in the Streets and Highways

Capital Fund to establish an appropriation for the new Project - Pruneridge Avenue Complete Streets Plan project in the amount of \$416,347, increase the revenue estimate in the amount of \$326,077 to recognize the Caltrans Sustainable Communities Grant, and decrease the Pedestrian and Bicycle Enhancement Facilities Project by \$90,270; and

3. Authorize the City Manager to make minor modifications, including time extensions, to the Agreement, if necessary.

Mayor Gillmor pulled this item for further discussion.

Director of Public Works Mobeck gave a PowerPoint Presentation and responded to Council questions.

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

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

2.Y Report and Action on the Stadium Manager's Request to Execute an Agreement with the Silicon Valley Business Journal and the Stadium Authority's Response

Boardmember Davis pulled Items 2.Y (a) and (b) for further discussion.

Items 2.Y (a) and (b) were considered together.

Executive Director Santana, Stadium Authority Counsel, and Stadium Authority Treasurer provided a verbal update.

- a. [20-1036](#) Request from the Stadium Manager for Authority to Execute an Agreement with Silicon Valley Business Journal for Non-NFL Catered Events Advertising

No action taken on this item.

- b. [20-1043](#) Report from the Stadium Authority Regarding the Stadium Manager's Request to Execute an Agreement with Silicon Valley Business Journal for Non-NFL Catered Events Advertising

Recommendation: Alternative 1: Approve the Stadium Manager's request for authority to execute an agreement with SVBJ in an amount not to exceed \$10,800 for two e-blasts campaigns focused on Non-NFL Events bookings.

A motion was made by Vice Chair Hardy, seconded by Boardmember Chahal, to approve Alternative 1: approve the Stadium Manager's request for authority to execute an agreement with SVBJ in an amount not to exceed \$10,800 for two e-blasts campaigns focused on Non-NFL Events bookings.

Aye: 4 - Vice Chair Hardy, Boardmember O'Neill, Boardmember Chahal, and Chair Gillmor

Nay: 2 - Boardmember Davis, and Boardmember Watanabe

PUBLIC HEARING/GENERAL BUSINESS

3. [20-744](#) Public Hearing: Actions on Amendments to the Tasman East Specific Plan (TESP) to replace a proposed street extension for Calle Del Sol with a pedestrian and bicycle paseo, allow for alternate methods of trip reduction, and correct a clerical error in the Plan regarding the affordable housing requirement; to amend the Transit Neighborhood Zoning District to allow certain non-residential uses within the first three floors of mixed use buildings and to correct an error regarding permissible density ranges; and to override an Airport Land Use Commission (ALUC) determination of inconsistency with the SJC Airport Comprehensive Land Use Plan (CLUP)

Recommendation: Alternatives 1, 2, 3 & 5:

1. Adopt a resolution to adopt the Addendum to the 2018 Final Environmental Impact Report Tasman East Specific Plan;
2. Adopt a resolution to override the Airport Land Use Commission's determination of inconsistency to the San Jose Mineta International Airport's Comprehensive Land Use Plan for the Tasman East Specific Plan Amendment #1;
3. Adopt a resolution to amend the Tasman East Specific Plan (Amendment #1) to replace a proposed street extension for Calle Del Sol with a multimodal paseo, allow for alternate methods of trip reduction, and correct a clerical error in the Plan regarding the affordable housing requirements; and
5. Introduce an ordinance to amend the Transit Neighborhood Zoning District to allow certain non-residential uses within the first three floors of a mixed-use building and to correct an error regarding permissible density ranges.

Mayor Gillmor opened the Public Hearing.

Planning Manager Brilliot gave a PowerPoint Presentation and addressed Council questions.

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

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

A motion was made by Councilmember Watanabe, seconded by Councilmember O'Neill, to approve Alternative (1): adopt Resolution No. 8908 to adopt the Addendum to the 2018 Final Environmental

Impact Report Tasman East Specific Plan; Alternative (2): adopt Resolution No. 8909 to override the Airport Land Use Commission's determination of inconsistency to the San Jose Mineta International Airport's Comprehensive Land Use Plan for the Tasman East Specific Plan Amendment #1; Alternative (3): adopt Resolution No. 8910 to amend the Tasman East Specific Plan (Amendment #1) to replace a proposed street extension for Calle Del Sol with a multimodal paseo, allow for alternate methods of trip reduction, and correct a clerical error in the Plan regarding the affordable housing requirements; and Alternative (5): introduce Ordinance No. 2025 to amend the Transit Neighborhood Zoning District to allow certain non-residential uses within the first three floors of a mixed-use building and to correct an error regarding permissible density ranges.

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

4. [20-787](#) Public Hearing: Action on a Resolution Approving the Findings from the Tasman East Specific Plan Infrastructure Impact Fee Nexus Study and Setting the Rates for the Infrastructure Impact Fee, Action on the Introduction of an Ordinance Adding Section 17.15.350 to Chapter 15 of Title 17 of the Santa Clara City Code, and Establishment of the Tasman East Infrastructure Improvement Fund and Related Budget Actions

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

1. Approve the Tasman East Specific Plan Infrastructure Impact Fee; and adjust fees annually in line with the latest Construction Cost Index for San Francisco, as published by Engineering News Record or equivalent, in order to keep up with construction costs and inflation;
2. Adopt a Resolution Approving the Findings from the Tasman East Specific Plan Infrastructure Impact Fee Nexus Study and Setting the Rates for the Infrastructure Impact Fee;
3. Approve the Introduction of an Ordinance adding subsection 17.15.350 to the Santa Clara City Code; and
4. Approve the establishment of the Tasman East Infrastructure Improvement Fund (Fund 541) to account for the impact fee revenues and project expenditures; and establish a FY 2020/21 impact fee revenue estimate in the amount of \$175,757 and appropriate those funds to support Fee Administration (\$23,757), Sanitary Sewer Engineering Studies (\$132,000), and the Nexus Study (\$20,000).

Mayor Gillmor opened the Public Hearing on this item.

Assistant Director of Public Works Liw gave a PowerPoint Presentation and responded to Council questions.

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

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

A motion was made by Councilmember Watanabe, seconded by Councilmember Chahal, to approve Alternative (1) approve the Tasman East Specific Plan Infrastructure Impact Fee; and adjust fees annually in line with the latest Construction Cost Index for San Francisco, as published by Engineering News Record or equivalent, in order to keep up with construction costs and inflation; Alternative (2) adopt Resolution No. 8911 Approving the Findings from the Tasman East Specific Plan Infrastructure Impact Fee Nexus Study and Setting the Rates for the Infrastructure Impact Fee; Alternative (3) introduce Ordinance No. 2026 adding subsection 17.15.350 to the Santa Clara City Code; and Alternative (4) approve the establishment of the Tasman East Infrastructure Improvement Fund (Fund 541) to account for the impact fee revenues and project expenditures; and establish a FY 2020/21 impact fee revenue estimate in the amount of \$175,757 and appropriate those funds to support Fee Administration (\$23,757), Sanitary Sewer Engineering Studies (\$132,000), and the Nexus Study (\$20,000).

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

Mayor Gillmor called for a recess at 7:11 PM and reconvened the meeting at 7:26 PM.

5. [20-1096](#) Public Hearing: Action on a Resolution of Necessity to Acquire Certain Real Property Interests on 925 Walsh Avenue, Santa Clara, California, from PSB Northern California Industrial Portfolio LLC, a Delaware Limited Liability Company

Recommendation: Alternative 1: Adopt a Resolution of Necessity to Acquire Certain Real Property Interests on 925 Walsh Avenue, Santa Clara, California, from PSB Northern California Industrial Portfolio LLC, a Delaware limited liability company.

City Attorney Doyle provided an overview on the process for Hearings on Resolution of Necessity to Acquire Certain Real Property Interests.

Mayor Gillmor opened the Public Hearing.

Chief Electric Utility Officer Pineda gave a PowerPoint Presentation.

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

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

A motion was made by Councilmember Davis, seconded by Councilmember O'Neill, to approve Alternative 1: adopt Resolution No. 8912 of Necessity to Acquire Certain Real Property Interests on 925 Walsh Avenue, Santa Clara, California, from PSB Northern California Industrial Portfolio LLC, a Delaware limited liability company.

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

6. [20-1098](#) Public Hearing: Action on a Resolution of Necessity to Acquire Certain Real Property Interests on 1401 Martin Avenue, Santa Clara, California, from Diana J. Alman, Trustee et al

Recommendation: Alternative 1: Adopt a Resolution of Necessity to acquire Certain Real Property Interests on 1401 Martin Avenue, Santa Clara, California, from Diana J. Alman, Trustee et al.

Mayor Gillmor opened the Public Hearing.

Chief Electric Utility Officer Pineda gave a PowerPoint Presentation.

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

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

A motion was made by Councilmember Davis, seconded by Councilmember O'Neill, to approve Alternative 1: adopt Resolution No. 8913 of Necessity to acquire Certain Real Property Interests on 1401 Martin Avenue, Santa Clara, California, from Diana J. Alman, Trustee et al.

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

7. [20-1101](#) Public Hearing: Action on a Resolution of Necessity to Acquire Certain Real Property Interests on 800 Mathew Street, Santa Clara, California, from Patel Jitendra G. and Shashi J. Trustee

Recommendation: Alternative 1: Adopt a Resolution of Necessity to acquire Certain Real Property Interests on 800 Mathew Street, Santa Clara, California, from Patel Jitendra G. and Shashi J. Trustee.

Mayor Gillmor opened the Public Hearing.

Chief Electric Utility Officer Pineda gave a PowerPoint Presentation.

Public Speaker(s): Roshni Patel
J P

F. Gayle Conner [Miller, Starr, Regaglia (Outside Counsel)] addressed Public Comment and Council questions.

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

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

A motion was made by Councilmember Davis, seconded by Councilmember O'Neill, to approve Alternative 1: adopt Resolution No. 8914 of Necessity to acquire Certain Real Property Interests on 800 Mathew Street, Santa Clara, California, from Patel Jitendra G. and Shashi J. Trustee.

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

8. [20-1097](#) Public Hearing: Action on a Resolution of Necessity to Acquire Certain Real Property Interests on 2908 Lafayette Street, Santa Clara, California, from Dollinger Lafayette Associates, a California General Partnership

Recommendation: Alternative 1: Adopt a Resolution of Necessity to acquire Certain Real Property Interests on 2908 Lafayette Street, Santa Clara, California, from Dollinger Lafayette Associates, a California general partnership.

Mayor Gillmor opened the Public Hearing.

Chief Electric Utility Officer Pineda gave a PowerPoint Presentation.

Public Speaker(s): Michael Dollinger

Alan Sozio [Burke, Williams, and Sorensen (Outside Counsel)]
addressed Public Comment and Council questions.

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

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

A motion was made by Councilmember O'Neill, seconded by Councilmember Davis, to approve Alternative 1: adopt Resolution No. 8915 of Necessity to acquire Certain Real Property Interests on 2908 Lafayette Street, Santa Clara, California, from Dollinger Lafayette Associates, a California general partnership.

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

9. [20-1189](#) Approval of no cost of living and merit compensation increases for the City Manager and City Attorney and approval to apply the benefit changes for the City Manager and City Attorney, unless stated otherwise in the employment agreement, as included in the new Miscellaneous Unclassified Management Employees (Unit 9) Memorandum of Understanding

Recommendation: Approve to make no Cost of Living or Merit Pay Adjustments to the City Manager and City Attorney compensation effective December 15, 2019 to December 25, 2021; no merit increase adjustments effective January 1, 2021 to December 31, 2022; extend the Unit 9 benefit changes to the City Manager and City Attorney as articulated in this staff report.

City Attorney Doyle and **City Manager Santana** recused themselves from the discussion on this item and left the meeting.

Director of Human Resources Azevedo gave verbal report on the item and addressed Council questions.

A motion was made by Councilmember Watanabe, seconded by Vice Mayor Hardy, to approve to make no Cost of Living or Merit Pay Adjustments to the City Manager and City Attorney compensation effective December 15, 2019 to December 25, 2021; no merit increase adjustments effective January 1, 2021 to December 31, 2022; extend the Unit 9 benefit changes to the City Manager and City Attorney as articulated in this staff report.

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

REPORTS OF MEMBERS AND SPECIAL COMMITTEES

Mayor Gillmor noted her attendance with **Councilmember O'Neill** at the ribbon cutting at Bloom Eatery and Spirits.

Councilmember Watanabe reported on her attendance at the recent Regional Housing Needs Allocation (RHNA) zoom meeting discussing the housing needs in the region during the Pandemic.

CITY MANAGER/EXECUTIVE DIRECTOR REPORT

None.

[20-1141](#) Update on City Council and Stadium Authority Staff Referrals

[20-871](#) Tentative Meeting Agenda Calendar (TMAC)

ADJOURNMENT

The meeting was adjourned at 8:23 PM in memory of **John Fontana** (Former Planning Commissioner and Life-long resident of Santa Clara) and **Ray Augustine Russo, Sr.** (Long-term Santa Clara resident and former head Groundskeeper at Santa Clara City Hall).

A motion was made by Council/Boardmember Davis, seconded by Council/Boardmember O'Neill, to adjourn the meeting.

Aye: 6 - Vice Mayor/Chair Hardy, Council/Boardmember O'Neill, Council/Boardmember Davis, Council/Boardmember Watanabe, Council/Boardmember Chahal, and Mayor/Chair Gillmor

[20-1217](#) Adjournment of the November 17, 2020 City Council Meeting Post Meeting Material

The next regular scheduled meeting is on Tuesday evening, December 8, 2020 in the City Hall Council Chambers.

MEETING DISCLOSURES

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

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

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

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

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

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



City of Santa Clara

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

Agenda Report

21-02

Agenda Date: 1/12/2021

REPORT TO COUNCIL

SUBJECT

Board, Commissions and Committee Minutes

COUNCIL PILLAR

Enhance Community Engagement and Transparency

RECOMMENDATION

Note and file the Minutes of:

Santa Clara Tourism Improvement District Advisory Board - May 5, 2019
Santa Clara Tourism Improvement District Advisory Board - June 10, 2019
Santa Clara Tourism Improvement District Advisory Board - June 17, 2019



**Special Meeting Minutes
Thursday, May 9, 2019, 10:00 a.m.**

Present

Joe Eustice, General Manager, Hilton Santa Clara
Eron Hodges, General Manager, Hyatt Regency Santa Clara
Callette Nielson, General Manager, Marriott Santa Clara
Mark Salquist, General Manager, Avatar Hotel

Deanna Santana, City Manager, City of Santa Clara
Ruth Shikada, Assistant City Manager, City of Santa Clara
Nancy Thome, Asst. to the City Manager, City of Santa Clara

Dan Fenton, Executive Vice President, JLL
Bill Benaderet, Assistant General Manager, Santa Clara Convention Center
Kelly Carr, General Manager, Santa Clara Convention Center

Absent

Peter Hart, Embassy Suites
Alan Mass, Hyatt House
Jean-Phillippe Rollet, The Plaza Suites
Virginia Scimeca, Townplace by Marriott
Jon Siebring, Biltmore Hotel

1. The meeting was called to order at 10:04 a.m.
2. Convention Center Transition Activities
 - A. City Manager, Deanna Santana, shared that the City Council approved \$3M for capital improvements at the Convention Center.
 - B. Convention Center General Manager, Kelly Carr, provided an overview of Spectra's transition into the Center:
 - They are in the process of hiring for key positions such as the marketing manager, event coordinator, and sales manager. It has been challenging to fill entry level positions and hotels will send referrals as appropriate.
 - Several large events have taken place since March, such as Amazon and CA Association of Student Leaders. CASL has booked again for 2023. The Center also had public shows such as dive, gymnastics and dance competitions.

- Two RFPs are under review by Spectra Corporate. Spectra will be conducting a RFP process for IT and AV and it is anticipated that the RFPs will be issued by the end of the month with selection in early August.
 - Spectra has been reviewing the current Collective Bargaining Agreements and expect to begin discussions with Locals 39 and 287 next week.
 - The Convention Center is working with partners such as Hyatt, Hilton and the 49ers. GM meets with the City on a weekly basis.
 - Convention Center staff is working on a pace report to put in place the next Fiscal Year.
- C. Assistant City Manager, Ruth Shikada, shared the City will issuing the Convention Center Food & Beverage RFP this week.

3. Update on the Formation of the Convention-Visitor's Bureau (CVB)

- A. Assistant City Manager, Ruth Shikada, provided a presentation on the progress made on the formation of the CVB. Discussion included:
- TID's desire to move forward with Civitas with regards to the TID conversion sooner than later.
 - TID's identification of two hoteliers for the CVB Board. Eron Hodges (Hyatt Regency Santa Clara) due to the hotel's physical connection to the Convention Center and Jean-Phillippe Rollet (The Plaza Suites) to represent the smaller hotels. The TID requested that the "Other" seat be designated to Callette Nielson (Marriott Santa Clara) as they represent the hotel and would be the largest contributor to the TID.

4. Update on TID Audit

- A. Assistant City Manager, Ruth Shikada, shared the following:
- City has paid some of the bills the TID had however, there are two categories of invoices still outstanding. The first are the invoices for Destination Advantage and the second are the expenses of the Chamber which are tied to the audit.
 - The City needs to confirm that the TID authorized scope of work and fees with Destination Advantage. The City requested that TID provide any Advisory Board minutes or documentation that supports the arrangement between Destination Advantage and TID to continue marketing efforts.
 - Currently, Destination Advantage is working without a contract and a temporary maintenance agreement is under development. Eventually the website piece will transition to Spectra/Santa Clara Convention Center to handle.
 - TID to notify the City if there are any other outstanding budget issues.

5. Next Steps

- A. On May 21, City Council will receive an update on the development of the CVB and make appointments to the CVB Board of Directors.
- B. Future meeting to be scheduled to communicate ongoing updates and discuss TID conversion.

6. Meeting adjourned at 11:07 a.m.

Santa Clara Tourism Improvement District
Advisory Board Special Meeting – MINUTES (revised)
Hilton Santa Clara, Carmel Board Room
4949 Great America Parkway
Santa Clara, CA 95054

Monday, June 10, 2019, 9:00 a.m.

Call to Order/Introductions

Eron Hodges, Chair, called the special meeting to order at 9:04 AM.

Present: 5 Joe Eustice, General Manager, Hilton Santa Clara
Eron Hodges, General Manager, Hyatt Regency Santa Clara
Callette Nielsen, General Manager, Marriott Santa Clara
Jean-Phillippe Rollet, General Manager, The Plaza Suites
Peter Hart, General Manager, Embassy Suites
Mark Salquist, General Manager, Avatar Hotel (late arrival)

Absent: 4 Alan Mass, General Manager, Hyatt House
Virginia Scimeca, General Manager, TownePlace Suites by Marriott
Jon Siebring, General Manager, Biltmore Hotel

In Attendance

Mary Lynn Brubaker, Director of Sales, Hyatt House
Mark Evans, Director of Sales & Marketing, Marriott Santa Clara
Michelle Knipe, Director of Sales & Marketing, Hilton Santa Clara

Ruth Shikada, Assistant City Manager, City of Santa Clara
Nancy Thome, Asst. to the City Manager, City of Santa Clara

Public Comments

None.

Action Items

1. Review and take action on meeting minutes of the May 9, 2019 Special Meeting.

A motion was made by Joe Eustice, seconded by Callette Nielsen, to approve the meeting minutes of the May 9, 2019 Special Meeting. Motion passed unanimously (5-0).

2. Discussion and action on \$74,747 in outstanding invoices to Destination Advantage for internet destination sales & marketing and market management services from July 2018 through March 2019.
 - Jean-Phillippe Rollet confirmed that items included in the outstanding invoices were in the approved TID budget.
 - Assistant City Manager, Ruth Shikada, confirmed Spectra took over management of the Santa Clara Convention Center (SCCC) in March 2019. Kelly Carr, SCCC General Manager, is in the process of working with Destination Advantage on an interim agreement for reduced services while they implement a formal RFP process.
 - Eron Hodges verified work by Destination Advantage has been completed and stated no other invoices for services after March 2019 will be sent to the TID.

A motion was made by Jean-Phillippe Rollet, seconded by Peter Hart, to approve payment of \$74, 747 to Destination Advantage for internet marketing services from July 2018 through March 2019. Motion passed unanimously (5-0).

3. Discussion and action on the payment of TID Room Night Subsidies:
 - a. Payment of \$11,286 to XRX Inc./Stitches; and
 - b. Payment of \$2,070 to California Association for the Education of Children
 - Jean-Phillippe Rollet confirmed check requests with copies of the contracts for XRX Inc./Stitches and California Association for the Education of Children were submitted for payment.
 - Jean-Phillippe Rollet also confirmed that budget for subsidies are included in the approved TID budget.
 - TID members discussed the need for the SCCC to update the list of future events that are eligible or who have historically been provided subsidies so that the TID can more accurately budget for this expense. Jean-Phillippe Rollet will request the updated list from the SCCC.

A motion was made by Joe Eustice, seconded by Jean-Phillippe Rollet, to release TID funds for payment of subsidies of \$11,286 to Stitches and \$2,070 to the California Association for the Education of Children which both have already occurred. Motion passed unanimously (5-0).

4. Discussion and action on the replacement of the current Board of Directors of the Visit Santa Clara entity with a new Board of Directors as identified and approved by the Santa Clara City Council.

- As Visit Santa Clara was initially established as a non-profit corporation last year by the TID to continue marketing efforts of the TID when the Chamber of Commerce lost oversight of the Convention Center and the CVB, TID members discussed whether to allow the City to use Visit Santa Clara as the new CVB.
- Allowing the City to use Visit Santa Clara as the new CVB would help to expedite the City's efforts to establish a new CVB entity however, TID members would be required to relinquish their current authority as board members to a new Board of Directors as identified by the Santa Clara City Council. In doing so, the Articles of Incorporation would be amended to include the Santa Clara Convention Center and marketing efforts, and the Bylaws would be amended to represent industry seats as approved by Santa Clara City Council on May 21.
- Eron Hodges expressed the TID's desire to continue working with the City in the development of the new CVB and for the TID Advisory Board to remain in an advisory role to the new CVB Board of Directors.

A motion was made by Jean-Phillippe Rollet, seconded by Peter Hart, to amend the Articles of Corporation to broaden purpose of Visit Santa Clara and to modify the Board of Directors. Motion passed unanimously (5-0).

General Business

5. City update on the addition of two new hotels, The Element Hotel and AC Marriot to the TID.
 - Assistant to the City Manager, Nancy Thome, reported that there will be two new hotels joining the TID. The Element Hotel will be opening at the end of June. There is still no update on AC by Marriott.
 - Assistant City Manager, Ruth Shikada, reported that Kelly Carr, SCCC General Manager has already met with both hotels.
6. Continued discussion on exploring the option to change the TID assessment formula.
 - Assistant to the City Manager, Nancy Thome, confirmed the meeting on June 17, 2019 at 10:00 a.m. with the City Manager to continue discussion on the TID's desire to change the assessment formula.

Adjournment

Meeting adjourned at 9:36 AM.

**Santa Clara Tourism Improvement District
Advisory Board Special Meeting - MINUTES**
Santa Clara City Hall, CMO Conference Room
1500 Warburton Avenue
Santa Clara, CA 95050

Monday, June 17, 2019, 10:00 a.m.

Call to Order/Introductions

Eron Hodges, Chair, called the special meeting to order at 10:09 AM.

Present: 5 Joe Eustice, General Manager, Hilton Santa Clara
Eron Hodges, General Manager, Hyatt Regency Santa Clara
Callette Nielsen, General Manager, Marriott Santa Clara
Jean-Phillippe Rollet, General Manager, The Plaza Suites
Peter Hart, General Manager, Embassy Suites

Absent: 4 Alan Mass, General Manager, Hyatt House
Mark Salquist, General Manager, Avatar Hotel
Virginia Scimeca, General Manager, TownePlace Suites by Marriott
Jon Siebring, General Manager, Biltmore Hotel

In Attendance

Deanna Santana, City Manager, City of Santa Clara
Ruth Shikada, Assistant City Manager, City of Santa Clara
Nancy Thome, Asst. to the City Manager, City of Santa Clara

Dan Fenton, Executive Vice President, JLL (call-in)
Bethanie DeRose, Vice President, JLL (call-in)

Public Comments

None.

Action Items

1. Review and take action on meeting minutes of the June 10, 2019 Special Meeting.
 - Two revisions on the meeting minutes of the June 10, 2019 Special Meeting:
 - 1) Correction in the spelling of Callette Nielsen's last name; and

- 2) Mark Salquist's attendance was changed to from Absent to Present with late arrival noted.

A motion was made by Jean-Phillippe Rollet, seconded by Joe Eustice, to approve the revised meeting minutes of the June 10, 2019 Special Meeting. Motion was passed (unanimously 5-0).

General Business

2. Civitas (call-in) will provide a general overview of the process and timeline to convert the Santa Clara TID from a 1989 Law district to a 1994 Law district.
 - Nichole Farley provided a general overview of the process and timeline to convert the Santa Clara TID from a 1989 Law district to a 1994 Law district. The process will take approximately six months and primarily involves five steps:
 - 1) Confirmation of district boundaries, assessment rate and governance of the funds;
 - 2) Outreach to hoteliers regarding the conversion process and clarification of services, budget, governance and terms of the TID;
 - 3) Development and preparation of legal documents including a Management District Plan, signed petitions from hoteliers to begin the conversion process; and drafting of a Resolution of Intention and a Resolution of Formation;
 - 4) Review and finalization of legal documents; and
 - 5) Public Hearing process including a City Council hearing on the Resolution of Intention, public noticing to TID hotels in accordance with the 1994 Law; and a Public Hearing (within 45 days) to allow business to submit comments, voice concerns, and protest the assessment.
 - The TID can elect to begin the conversion process immediately for an effective date of January 1, 2020 or wait to implement the new TID July 1, 2020. The difference in timeline affects the dissolution process of the TID (1989 Act). If the TID decides to begin the process immediately, a Public Hearing process would be required to dissolve the TID (1989 Act) 30 days after the establishment of the new TID (1994 Act). If the TID decides to wait and implement the new TID July 1, 2020, the TID (1989 Act) would naturally dissolve effective June 30, 2020 and no further action would be needed.
 - TID's preference was to begin the conversion process as soon as possible with the new TID (1994 Act) effective January 1, 2020.
 - Nancy Thome will work directly with Civitas to update the timeline and to establish City/Civitas agreement.

A motion was made by Joe Eustice, seconded by Callette Nielsen, recommending a contract be established, reviewed and finalized between the City and Civitas for a new TID based on the 1994 Law for the district. Motion was passed (unanimously 5-0).

3. City and TID discussion on exploring the option to change the TID assessment formula.
 - With the varying size of hotels in Santa Clara, the TID is interested in a percentage assessment model. The TID had discussed a rate of 2% of room rate but requested an assessment of the current Transient Occupancy Tax (TOT). JLL will conduct an analysis of following: the revenue potential if the TID assessment changes to a percentage model (2%) rather than the current \$1 per room/night model; review of TID's historical revenue and the impact of the recession on revenue; and a comparison of Santa Clara's assessment rate with the total assessment rates of surrounding cities and throughout the Bay Area.

General Updates

- City Manager Deanna Santa provided the TID with an update on the CVB. At the May 21 Santa Clara City Council meeting, City Council added two seats (Labor and Tech) to the CVB Board of Directors increasing the Board to a nine-voting member board from a seven-voting member Board. Additionally, as it was identified that the City Attorney's role is to advise the City Council, the City will preliminarily identify an attorney to advise the CVB Board of Directors. Interviews with two potential attorneys will take place on June 18. Final recommendations will be brought forward to the new CVB Board of Directors.

Adjournment

The meeting adjourned at 10:48 a.m.



Agenda Report

21-1281

Agenda Date: 1/12/2021

REPORT TO COUNCIL

SUBJECT

Action on Bills and Claims Report (CC, SA,) for the period November 14th, 2020 - December 18th, 2020

COUNCIL PILLAR

Enhance Community Engagement and Transparency

BACKGROUND

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

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

DISCUSSION

Significant expenditures in this time period include:

- Payment to Northern Power Agency in the amount of \$28,174,199 for November and December 2020 all resources bill and Western Restoration fund.
- Payment to MSR Energy Authority/Power Agency in the amount of \$4,721,787 for October and November 2020 power purchase and shaping fee.
- Payment to Tri-Dam Power Authority/Project in the amount of \$4,300,834 for October and November 2020 Hydroelectric purchase.
- Payment to Desilva Gates Construction in the amount of \$2,558,722 for service performed on 2020 Annual Street Maintenance and Rehabilitation project through October 31, 2020.
- Payment to Santa Clara Valley Water District in the amount of \$2,094,229 for October 2020 treated water purchase and September 2020 Pump Tax, a groundwater charge that is used to pay for the protection and augmentation of water supplies in the basin.
- Payment to California Independent Systems Operator (CAISO) in the amount of \$1,634,137 for October and November 2020 settlement fees associated with the settling of the market transactions (purchases and sales) between SVP and CAISO.

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 \$13,916. Included in this amount is \$11,698 to Santa Clara County Sheriff's Department for special law enforcement services at stadium events for September and October 2020. 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 \$66,924,883 were appropriated to various funds with the adoption of the Fiscal Year 2020/21 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>>.

RECOMMENDATION

Approve the list of Bills and Claims for November 14, 2020 - December 18, 2020.

Reviewed by: Kenn Lee, Director of Finance

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Bills and Claims Approved for Payment Report



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

Run Date 11/19/2020
Run Time 9:02:26 AM

Sorted by Payment Number

Payment No: 017633

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	MASTERMINDS AFTERSCHOOL	00482680	35758NOV2020	Small Business Assistance Gran	Other City Dept Op Grant Fund	10,000.00
				Total for Payment No.:		10,000.00

Payment No: 017634

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	PRECISE AUTO REPAIR INC	00482681	35762NOV2020	Small Business Assistance Gran	Other City Dept Op Grant Fund	5,000.00
				Total for Payment No.:		5,000.00

Payment No: 017635

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	CARIE T ROSE	00482697	11/01/20-11/14/20DR	WAGE ATTACHMENT B2024	Payroll Liability&ClearingAcct	1,153.85
				Total for Payment No.:		1,153.85

Payment No: 017636

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	WORKTERRA	00482715	11/01/20-11/14/20	FLEX SPENDING DEP/HEALTH B2024	Payroll Liability&ClearingAcct	3,993.85
11/20/2020	WORKTERRA	00482715	11/01/20-11/14/20	FLEX SPENDING DEP/HEALTH B2024	Payroll Liability&ClearingAcct	7,520.61
11/20/2020	WORKTERRA	00482715	11/01/20-11/14/20	FLEX SPENDING DEP/HEALTH B2024	Payroll Liability&ClearingAcct	379.00
				Total for Payment No.:		11,893.46

Payment No: 017637

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	AIR PRODUCTS & CHEMICALS	00481829	415023819	PURCHASE OF CAPACITY OCT20	Electric Utility	48,000.00
				Total for Payment No.:		48,000.00

Payment No: 017638

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	AIRGAS USA, LLC	00480479	9105669745	E03NI99E15A0260 NC/90PPM	Electric Utility	616.49
11/20/2020	AIRGAS USA, LLC	00480479	9105669745	DELIVERY FLAT FEE	Electric Utility	64.31
11/20/2020	AIRGAS USA, LLC	00480479	9105669745	FUEL SURCHARGE FLAT	Electric Utility	7.96
11/20/2020	AIRGAS USA, LLC	00480479	9105669745	AIRGAS HAZMAT CHARGE	Electric Utility	12.54
11/20/2020	AIRGAS USA, LLC	00480480	9974432338	RENTAL CYLINDERS FOR DVR SEP20	Electric Utility	717.44
11/20/2020	AIRGAS USA, LLC	00480480	9974432338	HAZMAT CHARGE	Electric Utility	11.50
11/20/2020	AIRGAS USA, LLC	00481673	9106352370	E03NI99E15A0260 NC/90PPM	Electric Utility	616.49
11/20/2020	AIRGAS USA, LLC	00481673	9106352370	DELIVERY FLAT FEE	Electric Utility	64.31
11/20/2020	AIRGAS USA, LLC	00481673	9106352370	FUEL SURCHARGE FLAT	Electric Utility	7.96
11/20/2020	AIRGAS USA, LLC	00481673	9106352370	AIRGAS HAZMAT CHARGE	Electric Utility	12.54
				Total for Payment No.:		2,131.54

Payment No: 017639

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	ALLIANT INSURANCE SVCS INC	00481672	10432	POSTCARDS AND POSTAGE OE	General Fund	424.83
				Total for Payment No.:		424.83

Payment No: 017640

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	ALTERNATIVE OFFICE SOLUTIONS	00481682	100484	CUBICLE BUILD/MOVE 881 LABOR	Electric Utility	38,857.08
11/20/2020	ALTERNATIVE OFFICE SOLUTIONS	00481683	100573	MOVE 881 LABOR	Electric Utility	4,947.52
				Total for Payment No.:		43,804.60

Payment No: 017641

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	AMERICAN BEVERAGE EQUIPMENT	00481599	51812	NOV20 RENT FOR ICE MACHINE DVR	Electric Utility	200.00
				Total for Payment No.:		200.00

Payment No: 017642

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	ANIXTER INC.	00482683	4748118-00	CONNECTOR, OH, AUTO, FULL-TEN,	Electric Utility	710.44
11/20/2020	ANIXTER INC.	00482683	4748118-00	CONNECTOR, SPLIT BOLT, CU/CU,	Electric Utility	1,111.50
11/20/2020	ANIXTER INC.	00482684	4748114-00	TERMINATION, 200A, ELBOW, #1/0	Electric Utility	11,320.85
11/20/2020	ANIXTER INC.	00482685	4745102-00	CONDUIT, PVC, SCH 40, 2IN X 10	Electric Utility	250.70
11/20/2020	ANIXTER INC.	00482686	4732590-01	ELBOW, 15KV, 1000 MCM AL, WITH	Electric Utility	4,041.72
11/20/2020	ANIXTER INC.	00482686	4732590-01	TERMINATION, 200A, INSULATING	Electric Utility	281.22
11/20/2020	ANIXTER INC.	00482687	4732590-00	ELBOW, 15KV, 1000 MCM AL, WITH	Electric Utility	28,965.66
11/20/2020	ANIXTER INC.	00482687	4732590-00	TERMINATION, 200A, INSULATING	Electric Utility	4,405.78
11/20/2020	ANIXTER INC.	00482688	4701750-00	BRUSH REPLACEMENT, SINGLE KEAR	Electric Utility	98.75
11/20/2020	ANIXTER INC.	00482689	4694631-00	TERMINAL, LUG, 1 HOLE PAD, SET	Electric Utility	88.56
11/20/2020	ANIXTER INC.	00482690	4719780-01	PIN, STL, 12KV, XFMR LEAD, 1IN	Electric Utility	438.73
11/20/2020	ANIXTER INC.	00482691	4719780-00	CONNECTOR, OH, COMP, FULL-TEN,	Electric Utility	561.35
11/20/2020	ANIXTER INC.	00482699	4729511-00	TERMINATION, 200A, PARKING STA	Electric Utility	3,706.00
11/20/2020	ANIXTER INC.	00482700	4631226-00	INSULATOR, 60KV, HORIZ. LINE P	Electric Utility	3,387.72
				Total for Payment No.:		59,368.98

Payment No: 017643

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	APPLIED POWER TECHNOLOGIES INC	00481548	13348-07	MO. EPMS MAINT SRV OCT2020	Electric Utility	2,530.33
				Total for Payment No.:		2,530.33

Payment No: 017644

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	BAKER & TAYLOR BOOKS	00481666	CI234443	1241 AD BK	General Fund	362.96
				Total for Payment No.:		362.96

Payment No: 017645

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	BELL ELECTRICAL SUPPLY	00481804	5646315	ELECTRICAL WIRING AT HOMERIDGE	Parks And Recreation	169.63
				Total for Payment No.:		169.63

Payment No: 017646

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	CAROLYN SUSIE BERLIN	00481839	10711	LEGAL SERVICES SEP20	Electric Utility	1,092.00
11/20/2020	CAROLYN SUSIE BERLIN	00481841	10717(d)	LEGAL SERVICES (NCGC) SEP20	Electric Utility	305.50
				Total for Payment No.:		1,397.50

Payment No: 017647

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	CINTAS CORP #630	00481798	4064575798	2020 OCT WATER UNIFORM SERVICE	Water Utility	368.86
11/20/2020	CINTAS CORP #630	00481798	4064575798	2020 OCT WATER UNIFORM SERVICE	Sewer Utility	368.85
11/20/2020	CINTAS CORP #630	00481799	4065880126	2020 OCT WATER UNIFORM SERVICE	Water Utility	451.10
11/20/2020	CINTAS CORP #630	00481799	4065880126	2020 OCT WATER UNIFORM SERVICE	Sewer Utility	451.09
11/20/2020	CINTAS CORP #630	00481828	4066408726	UNIFORMS-PARKS	General Fund	428.39
11/20/2020	CINTAS CORP #630	00481828	4066408726	SANIS BOWL CLIP SVC	General Fund	4.51
11/20/2020	CINTAS CORP #630	00481848	4060346061	CHEMICALS-MONTAGUE SWIM	General Fund	34.06
11/20/2020	CINTAS CORP #630	00481848	4060346061	DS1-MONTAGUE SWIM	Other City Dept Op Grant Fund	19.62
11/20/2020	CINTAS CORP #630	00481849	4059185289	CLEANERS- MARY GOMEZ	General Fund	34.06
11/20/2020	CINTAS CORP #630	00481849	4059185289	DS1- MARY GOMEZ	Other City Dept Op Grant Fund	19.62
11/20/2020	CINTAS CORP #630	00481850	4060346075	CHEMICALS-MONTAGUE	General Fund	34.06

11/20/2020	CINTAS CORP #630	00481850	4060346075	DS1-MONTAGUE	Other City Dept Op Grant Fund	19.62
11/20/2020	CINTAS CORP #630	00481852	4059185462	CLEANERS- CENTRAL PARK	General Fund	68.09
11/20/2020	CINTAS CORP #630	00481852	4059185462	DS1- CENTRAL PARK	Other City Dept Op Grant Fund	39.24
11/20/2020	CINTAS CORP #630	00481853	4060515615	CHEMICALS-YSP	General Fund	34.06
11/20/2020	CINTAS CORP #630	00481853	4060515615	DS1-YSP	Other City Dept Op Grant Fund	19.62
11/20/2020	CINTAS CORP #630	00481854	4059182913	CLEANERS-YSP	General Fund	34.06
11/20/2020	CINTAS CORP #630	00481854	4059182913	DS1- YSP	Other City Dept Op Grant Fund	19.62
11/20/2020	CINTAS CORP #630	00481855	4060517916	CHEMICALS-LARRY J MAR	General Fund	15.88
11/20/2020	CINTAS CORP #630	00481855	4060517916	DS1-LARRY J MAR	Other City Dept Op Grant Fund	6.54
11/20/2020	CINTAS CORP #630	00481856	4060514745	CHEMICALS-BRACHER	General Fund	20.42
11/20/2020	CINTAS CORP #630	00481856	4060514745	DS1-BRACHER	Other City Dept Op Grant Fund	9.81
11/20/2020	CINTAS CORP #630	00481857	4060515764	CHEMICALS-WESTWOOD OAKS	General Fund	34.06
11/20/2020	CINTAS CORP #630	00481857	4060515764	DS1-WESTWOOD OAKS	Other City Dept Op Grant Fund	16.35
11/20/2020	CINTAS CORP #630	00481858	4060515773	CHEMICALS-MAYWOOD	General Fund	34.06
11/20/2020	CINTAS CORP #630	00481858	4060515773	DS1-MAYWOOD	Other City Dept Op Grant Fund	19.62
11/20/2020	CINTAS CORP #630	00481859	4059185409	CLEANERS- WILSON	General Fund	34.06
11/20/2020	CINTAS CORP #630	00481859	4059185409	DS1- WILSON	Other City Dept Op Grant Fund	19.62
11/20/2020	CINTAS CORP #630	00481860	4060515792	CHEMICALS-JENNY STRAND	General Fund	34.06
11/20/2020	CINTAS CORP #630	00481860	4060515792	DS1-JENNY STRAND	Other City Dept Op Grant Fund	19.62
11/20/2020	CINTAS CORP #630	00481861	4060516233	CHEMICALS-ISC	General Fund	23.52
11/20/2020	CINTAS CORP #630	00481861	4060516233	DS1-ISC	Other City Dept Op Grant Fund	13.08
11/20/2020	CINTAS CORP #630	00481862	4059185432	CLEANERS- EARL CARMICHAEL	General Fund	34.06
11/20/2020	CINTAS CORP #630	00481862	4059185432	DS1- EARL CARMICHAEL	Other City Dept Op Grant Fund	19.62
11/20/2020	CINTAS CORP #630	00481863	4060517878	CHEMICALS-WARBURTON	General Fund	34.06

11/20/2020	CINTAS CORP #630	00481863	4060517878	DS1-WARBURTON	Other City Dept Op Grant Fund	19.62
11/20/2020	CINTAS CORP #630	00481864	4060516138	CHEMICALS-HOMERIDGE	General Fund	34.06
11/20/2020	CINTAS CORP #630	00481864	4060516138	DS1-HOMERIDGE	Other City Dept Op Grant Fund	19.62
11/20/2020	CINTAS CORP #630	00481865	4059185202	CLEANERS- WAR MEMORIAL	General Fund	34.06
11/20/2020	CINTAS CORP #630	00481865	4059185202	DS1- WAR MEMORIAL	Other City Dept Op Grant Fund	19.62
11/20/2020	CINTAS CORP #630	00481866	4060516139	CHEMICALS-MACHADO	General Fund	34.06
11/20/2020	CINTAS CORP #630	00481866	4060516139	DS1-MACHADO	Other City Dept Op Grant Fund	19.62
11/20/2020	CINTAS CORP #630	00481867	4060516127	CHEMICALS-WAR MEMORIAL	General Fund	34.06
11/20/2020	CINTAS CORP #630	00481867	4060516127	DS1-WAR MEMORIAL	Other City Dept Op Grant Fund	19.62
11/20/2020	CINTAS CORP #630	00481868	4060516222	CHEMICALS-MARY GOMEZ	General Fund	34.06
11/20/2020	CINTAS CORP #630	00481868	4060516222	DS1-MARY GOMEZ	Other City Dept Op Grant Fund	19.62
11/20/2020	CINTAS CORP #630	00481869	4060763082	CHEMICALS-FULLER	General Fund	34.06
11/20/2020	CINTAS CORP #630	00481869	4060763082	DS1-FULLER	Other City Dept Op Grant Fund	19.62
11/20/2020	CINTAS CORP #630	00481870	4060763056	CHEMICALS-AGNEW	General Fund	34.06
11/20/2020	CINTAS CORP #630	00481870	4060763056	DS1-AGNEW	Other City Dept Op Grant Fund	19.62
11/20/2020	CINTAS CORP #630	00481872	4060762979	CHEMICALS-LIVE OAK	General Fund	34.06
11/20/2020	CINTAS CORP #630	00481872	4060762979	DS1-LIVE OAK	Other City Dept Op Grant Fund	19.62
11/20/2020	CINTAS CORP #630	00481873	4059185496	CLEANERS- MACHADO	General Fund	34.06
11/20/2020	CINTAS CORP #630	00481873	4059185496	DS1- MACHADO	Other City Dept Op Grant Fund	19.62
11/20/2020	CINTAS CORP #630	00481874	4060762980	CHEMICALS-THAMIEN	General Fund	34.06
11/20/2020	CINTAS CORP #630	00481874	4060762980	DS1-THAMIEN	Other City Dept Op Grant Fund	19.62
11/20/2020	CINTAS CORP #630	00481876	4059185402	CLEANERS- COMMUNITY GARDEN	General Fund	32.00
11/20/2020	CINTAS CORP #630	00481876	4059185402	DS1-COMMUNITY GARDEN	Other City Dept Op Grant Fund	19.62
11/20/2020	CINTAS CORP #630	00481877	4061092502	CHEMICALS-BOWERS	General Fund	34.06

11/20/2020	CINTAS CORP #630	00481877	4061092502	DS1-BOWERS	Other City Dept Op Grant Fund	19.62
11/20/2020	CINTAS CORP #630	00481878	4059192340	CLEANERS- WARBURTON	General Fund	34.06
11/20/2020	CINTAS CORP #630	00481878	4059192340	CLEANER- WARBURTON	Other City Dept Op Grant Fund	19.62
11/20/2020	CINTAS CORP #630	00481879	4061092475	CHEMICALS-STEVE CARLI	General Fund	34.06
11/20/2020	CINTAS CORP #630	00481879	4061092475	DS1-STEVE CARLI	Other City Dept Op Grant Fund	19.62
11/20/2020	CINTAS CORP #630	00481880	4061092456	CHEMICALS-TENNIS CTR	General Fund	34.06
11/20/2020	CINTAS CORP #630	00481880	4061092456	DS1-TENNIS CTR	Other City Dept Op Grant Fund	19.62
11/20/2020	CINTAS CORP #630	00481881	4061089591	CHEMICALS-MONTAGUE SWIM	General Fund	34.06
11/20/2020	CINTAS CORP #630	00481881	4061089591	DS1-MONTAGUE SWIM	Other City Dept Op Grant Fund	19.62
11/20/2020	CINTAS CORP #630	00481882	4061089571	CHEMICALS-MONTAGUE	General Fund	34.06
11/20/2020	CINTAS CORP #630	00481882	4061089571	DS1-MONTAGUE	Other City Dept Op Grant Fund	19.62
11/20/2020	CINTAS CORP #630	00481883	4061092016	CHEMICALS-BRACHER	General Fund	20.42
11/20/2020	CINTAS CORP #630	00481883	4061092016	DS1-BRACHER	Other City Dept Op Grant Fund	9.81
11/20/2020	CINTAS CORP #630	00481884	4061092478	CHEMICALS-MACHADO	General Fund	34.06
11/20/2020	CINTAS CORP #630	00481884	4061092478	DS1-MACHADO	Other City Dept Op Grant Fund	19.62
11/20/2020	CINTAS CORP #630	00481885	4059185267	CLEANERS- HOMERIDGE	General Fund	34.06
11/20/2020	CINTAS CORP #630	00481885	4059185267	DS1- HOMERIDGE	Other City Dept Op Grant Fund	19.62
11/20/2020	CINTAS CORP #630	00481886	4061092846	CHEMICALS-LARRY J MAR	General Fund	15.88
11/20/2020	CINTAS CORP #630	00481886	4061092846	DS1-LARRY J MAR	Other City Dept Op Grant Fund	6.54
11/20/2020	CINTAS CORP #630	00481887	4061092439	CHEMICALS-CENTRAL	General Fund	68.09
11/20/2020	CINTAS CORP #630	00481887	4061092439	DS1-CENTRAL	Other City Dept Op Grant Fund	39.24
11/20/2020	CINTAS CORP #630	00481888	4061092430	CHEMICALS-EVERRETT N EDDIE	General Fund	32.00
11/20/2020	CINTAS CORP #630	00481888	4061092430	DS1-EVERRETT N EDDIE	Other City Dept Op Grant Fund	19.62
11/20/2020	CINTAS CORP #630	00481889	4061092493	CHEMICALS-EARL CARMICHAEL	General Fund	34.06

11/20/2020	CINTAS CORP #630	00481889	4061092493	DS1-EARL CARMICHAEL	Other City Dept Op Grant Fund	19.62
11/20/2020	CINTAS CORP #630	00481890	4061092448	CHEMICALS-WILSON	General Fund	34.06
11/20/2020	CINTAS CORP #630	00481890	4061092448	DS1-WILSON	Other City Dept Op Grant Fund	19.62
11/20/2020	CINTAS CORP #630	00481891	4061092903	CHEMICALS-WARBURTON	General Fund	34.06
11/20/2020	CINTAS CORP #630	00481891	4061092903	DS1-WARBURTON	Other City Dept Op Grant Fund	19.62
11/20/2020	CINTAS CORP #630	00481892	4059419884	CLEANERS- FULLER STREET	General Fund	34.06
11/20/2020	CINTAS CORP #630	00481892	4059419884	DS1- FULLER STREET	Other City Dept Op Grant Fund	19.62
11/20/2020	CINTAS CORP #630	00481894	4061251525	CHEMICALS-WESTWOOD OAKS	General Fund	34.06
11/20/2020	CINTAS CORP #630	00481894	4061251525	DS1-WESTWOOD OAKS	Other City Dept Op Grant Fund	16.35
11/20/2020	CINTAS CORP #630	00481895	4061251553	CHEMICALS-JENNY STRAND	General Fund	34.06
11/20/2020	CINTAS CORP #630	00481895	4061251553	DS1-JENNY STRAND	Other City Dept Op Grant Fund	19.62
11/20/2020	CINTAS CORP #630	00481896	4061251343	CHEMICALS-YSP	General Fund	34.06
11/20/2020	CINTAS CORP #630	00481896	4061251343	DS1-YSP	Other City Dept Op Grant Fund	19.62
11/20/2020	CINTAS CORP #630	00481897	4059419855	CLEANERS- AGNEW	General Fund	34.06
11/20/2020	CINTAS CORP #630	00481897	4059419855	DS1- AGNEW	Other City Dept Op Grant Fund	19.62
11/20/2020	CINTAS CORP #630	00481898	4059419853	CLEANERS- THAMIEN PARK	General Fund	34.06
11/20/2020	CINTAS CORP #630	00481898	4059419853	DS1- THAMIEN PARK	Other City Dept Op Grant Fund	19.62
11/20/2020	CINTAS CORP #630	00481899	4059419775	CLEANERS- LIVE OAK	General Fund	34.06
11/20/2020	CINTAS CORP #630	00481899	4059419775	DS1- LIVE OAK	Other City Dept Op Grant Fund	19.62
11/20/2020	CINTAS CORP #630	00481900	4059576345	CLEANERS- PARKWAY PARK	General Fund	34.06
11/20/2020	CINTAS CORP #630	00481900	4059576345	DS1- PARKWAY PARK	Other City Dept Op Grant Fund	19.62
11/20/2020	CINTAS CORP #630	00481901	4061251543	CHEMICALS-MAYWOOD	General Fund	34.06
11/20/2020	CINTAS CORP #630	00481901	4061251543	DS1-MAYWOOD	Other City Dept Op Grant Fund	19.62
11/20/2020	CINTAS CORP #630	00481902	4059691895	CLEANERS-MONTAGUE SWIM	General Fund	34.06

11/20/2020	CINTAS CORP #630	00481902	4059691895	DS1- MONTAGUE	Other City Dept Op Grant Fund	19.62
11/20/2020	CINTAS CORP #630	00481903	4061378129	CHEMICALS-SENIOR CTR	General Fund	80.52
11/20/2020	CINTAS CORP #630	00481903	4061378129	DS1-SENIOR CTR	Other City Dept Op Grant Fund	39.24
11/20/2020	CINTAS CORP #630	00481904	4059691902	CLEANERS- MONTAGUE PARK	General Fund	34.06
11/20/2020	CINTAS CORP #630	00481904	4059691902	DS1- MONTAGUE PARK	Other City Dept Op Grant Fund	19.62
11/20/2020	CINTAS CORP #630	00481905	4061376263	CHEMICALS-AGNEW	General Fund	34.06
11/20/2020	CINTAS CORP #630	00481905	4061376263	DS1-AGNEW	Other City Dept Op Grant Fund	19.62
11/20/2020	CINTAS CORP #630	00481906	4061376234	CHEMICALS-FULLER	General Fund	34.06
11/20/2020	CINTAS CORP #630	00481906	4061376234	DS1-FULLER	Other City Dept Op Grant Fund	19.62
11/20/2020	CINTAS CORP #630	00481907	4061376138	CHEMICALS-LIVE OAK	General Fund	34.06
11/20/2020	CINTAS CORP #630	00481907	4061376138	DS1-LIVE OAK	Other City Dept Op Grant Fund	19.62
11/20/2020	CINTAS CORP #630	00481908	4059692351	CLEANERS- THAMIEN	General Fund	34.06
11/20/2020	CINTAS CORP #630	00481908	4059692351	CLEANER- THAMIEN	Other City Dept Op Grant Fund	19.62
11/20/2020	CINTAS CORP #630	00481909	4061378103	CHEMICALS-HENRY SCHMIDT	General Fund	34.06
11/20/2020	CINTAS CORP #630	00481909	4061378103	DS1-HENRY SCHMIDT	Other City Dept Op Grant Fund	19.62
11/20/2020	CINTAS CORP #630	00481910	4059843297	CLEANERS-BRACHER	General Fund	20.42
11/20/2020	CINTAS CORP #630	00481910	4059843297	DS1- BRACHER	Other City Dept Op Grant Fund	9.81
11/20/2020	CINTAS CORP #630	00481912	4061376206	CHEMICALS-THAMIEN	General Fund	34.06
11/20/2020	CINTAS CORP #630	00481912	4061376206	DS1-THAMIEN	Other City Dept Op Grant Fund	19.62
11/20/2020	CINTAS CORP #630	00481913	4061378067	CHEMICALS-EVERETT ALVAREZ	General Fund	34.06
11/20/2020	CINTAS CORP #630	00481913	4061378067	DS1-EVERETT ALVAREZ	Other City Dept Op Grant Fund	19.62
11/20/2020	CINTAS CORP #630	00481915	4061675988	CHEMICALS-MONTAGUE	General Fund	34.06
11/20/2020	CINTAS CORP #630	00481915	4061675988	DS1-MONTAGUE	Other City Dept Op Grant Fund	19.62
11/20/2020	CINTAS CORP #630	00481916	4061675968	CHEMICALS-MONTAGUE SWIM	General Fund	34.06

11/20/2020	CINTAS CORP #630	00481916	4061675968	DS1-MONTAGUE SWIM	Other City Dept Op Grant Fund	19.62
11/20/2020	CINTAS CORP #630	00481917	4059845065	CLEANRERS-BOWERS PARK	General Fund	34.06
11/20/2020	CINTAS CORP #630	00481917	4059845065	DS1- BOWERS PARK	Other City Dept Op Grant Fund	19.62
11/20/2020	CINTAS CORP #630	00481918	4061676443	CHEMICALS-THOMAS BARRETT	General Fund	34.06
11/20/2020	CINTAS CORP #630	00481918	4061676443	DS1-THOMAS BARRETT	Other City Dept Op Grant Fund	19.62
11/20/2020	CINTAS CORP #630	00481919	4061762526	CHEMICALS-BRACHER	General Fund	20.42
11/20/2020	CINTAS CORP #630	00481919	4061762526	DS1-BRACHER	Other City Dept Op Grant Fund	9.81
11/20/2020	CINTAS CORP #630	00481920	4059847096	CLEANERS- LARRY MARSALLI	General Fund	15.88
11/20/2020	CINTAS CORP #630	00481920	4059847096	DS1- LARRY MARSALLI	Other City Dept Op Grant Fund	6.54
11/20/2020	CINTAS CORP #630	00481921	4061766402	CHEMICALS-YSP	General Fund	34.06
11/20/2020	CINTAS CORP #630	00481921	4061766402	DS1-YSP	Other City Dept Op Grant Fund	19.62
11/20/2020	CINTAS CORP #630	00481922	4061769094	CHEMICALS-PARKS	General Fund	130.37
11/20/2020	CINTAS CORP #630	00481923	4061767064	CHEMICALS-MAYWOOD	General Fund	34.06
11/20/2020	CINTAS CORP #630	00481923	4061767064	DS1-MAYWOOD	Other City Dept Op Grant Fund	19.62
11/20/2020	CINTAS CORP #630	00481924	4059847086	CLEANERSWARBURTON	General Fund	34.06
11/20/2020	CINTAS CORP #630	00481924	4059847086	DS1- WARBURTON	Other City Dept Op Grant Fund	19.62
11/20/2020	CINTAS CORP #630	00481925	4061767071	CHEMICALS-JENNY STRAND	General Fund	34.06
11/20/2020	CINTAS CORP #630	00481925	4061767071	DS1-JENNY STRAND	Other City Dept Op Grant Fund	19.62
11/20/2020	CINTAS CORP #630	00481926	4061778795	CHEMICALS-LARRY J MAR	General Fund	15.88
11/20/2020	CINTAS CORP #630	00481926	4061778795	DS1-LARRY J MAR	Other City Dept Op Grant Fund	6.54
11/20/2020	CINTAS CORP #630	00481927	4059844441	CLEANERS- MAYWOOD	General Fund	34.06
11/20/2020	CINTAS CORP #630	00481927	4059844441	DS1-MAYWOOD	Other City Dept Op Grant Fund	19.62
11/20/2020	CINTAS CORP #630	00481928	4061766971	CHEMICALS-WESTWOOD OAKS	General Fund	34.06
11/20/2020	CINTAS CORP #630	00481928	4061766971	DS1-WESTWOOD OAKS	Other City Dept Op Grant Fund	16.35

11/20/2020	CINTAS CORP #630	00481929	4059844342	CLEANERS- YSP	General Fund	34.06
11/20/2020	CINTAS CORP #630	00481929	4059844342	DS1-YSP	Other City Dept Op Grant Fund	19.62
11/20/2020	CINTAS CORP #630	00481930	4061768846	CHEMICALS-MACHADO	General Fund	34.06
11/20/2020	CINTAS CORP #630	00481930	4061768846	DS1-MACHADO	Other City Dept Op Grant Fund	19.62
11/20/2020	CINTAS CORP #630	00481931	4059844478	CLEANERS- JENNY STRAND	General Fund	34.06
11/20/2020	CINTAS CORP #630	00481931	4059844478	DS1-JENNY STRAND	Other City Dept Op Grant Fund	19.62
				Total for Payment No.:		6,260.06

Payment No: 017648

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	CINTAS CORP #630	00481645	4064575906	RENTALS- STREET	General Fund	288.08
11/20/2020	CINTAS CORP #630	00481645	4064575906	RENTALS- FLEET	Fleet Operation Fund	193.34
11/20/2020	CINTAS CORP #630	00481645	4064575906	SAFEWSHR MOBILE SRV- TXBLE	Fleet Operation Fund	31.03
11/20/2020	CINTAS CORP #630	00481646	4065171434	RENTALS- STREET	General Fund	288.08
11/20/2020	CINTAS CORP #630	00481646	4065171434	RENTALS- FLEET	Fleet Operation Fund	193.34
11/20/2020	CINTAS CORP #630	00481646	4065171434	SAFEWSHR MOBLE SRV- TXBLE	Fleet Operation Fund	31.03
11/20/2020	CINTAS CORP #630	00481647	4065880547	RENTALS- STREET	General Fund	288.08
11/20/2020	CINTAS CORP #630	00481647	4065880547	RENTALS- FLEET	Fleet Operation Fund	193.34
11/20/2020	CINTAS CORP #630	00481647	4065880547	SAFEWSHR MOBLE SRV- TXBLE	Fleet Operation Fund	31.03
				Total for Payment No.:		1,537.35

Payment No: 017649

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	COAST COUNTIES TRUCK	00481757	01114279P	PARTS-V#3196	Fleet Operation Fund	533.54
11/20/2020	COAST COUNTIES TRUCK	00481758	01114374P	PARTS-V#3196	Fleet Operation Fund	890.85
				Total for Payment No.:		1,424.39

Payment No: 017650

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	COMCAST	00481949	10/27/20AC8155100091701239	COMCAST LIB 2635 HOMESTEAD RD	General Fund	25.78
				Total for Payment No.:		25.78

Payment No: 017651

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	DOCUMENT MANAGEMENT TECHNOLOGY	00481614	SVP15320	CLEANING/BOOKMARK 23HRS	Electric Utility	1,150.00
11/20/2020	DOCUMENT MANAGEMENT TECHNOLOGY	00481614	SVP15320	LINKING/BOOKMARKING 98.75HRS	Electric Utility	4,937.50
11/20/2020	DOCUMENT MANAGEMENT TECHNOLOGY	00481615	SVP15420	CLEANING/BOOKMARK 67.5HRS	Electric Utility	3,375.00
11/20/2020	DOCUMENT MANAGEMENT TECHNOLOGY	00481615	SVP15420	LINKING/BOOKMARKING 59.75HRS	Electric Utility	2,987.50
				Total for Payment No.:		12,450.00

Payment No: 017652

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	EFFICIENCY SERVICES GROUP, LLC	00481790	2915	EXTER/PRKING LOT LITE OCT20	Elec OperatingGrant Trust Fund	5,625.00
11/20/2020	EFFICIENCY SERVICES GROUP, LLC	00481790	2915	EXTER/PRKING LOT LITE OCT20	Elec OperatingGrant Trust Fund	42,013.00
				Total for Payment No.:		47,638.00

Payment No: 017653

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	ELECTRICAL CONSULTANTS INC	00481941	90563	TRANSMISSI ENG SRV SEP20	Electric Utility Construction	37,222.78
11/20/2020	ELECTRICAL CONSULTANTS INC	00481942	90583	TRANSMISSI ENG SRV OCT20	Electric Utility Construction	14,300.00
				Total for Payment No.:		51,522.78

Payment No: 017654

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	FRIANT POWER AUTHORITY	00481830	794	ENERGY PURCH (HYDRO1) OCT20	Electric Utility	99,016.75
11/20/2020	FRIANT POWER AUTHORITY	00481830	794	ENERGY PURCH (HYDRO2) OCT20	Electric Utility	207,730.64
				Total for Payment No.:		306,747.39

Payment No: 017655

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	G2 ENERGY OSTROM ROAD LLC	00481831	SVP 10-20	ENERGY (LANDFILL GAS) OCT20	Electric Utility	94,926.69
				Total for Payment No.:		94,926.69

Payment No: 017656

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	GARDENLAND POWER EQUIPMENT	00481652	809958	PARTS- BLOWER	General Fund	68.72
11/20/2020	GARDENLAND POWER EQUIPMENT	00481652	809958	LABOR- BLOWER	General Fund	70.04
11/20/2020	GARDENLAND POWER EQUIPMENT	00481653	809959	PARTS- HEDGE TRIMMER	General Fund	104.50
11/20/2020	GARDENLAND POWER EQUIPMENT	00481653	809959	LABOR- HEDGE TRIMMER	General Fund	165.67
11/20/2020	GARDENLAND POWER EQUIPMENT	00481654	809963	LANDSCAPING SUPPLIES	General Fund	272.69
				Total for Payment No.:		681.62

Payment No: 017657

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	GRAINGER	00481687	9620786146	SAFETY GLASSES	Other City Dept Op Grant Fund	229.44
11/20/2020	GRAINGER	00481688	9656229722	BROOM HANDLE, BRACKET, HEAD	Water Utility	157.24
11/20/2020	GRAINGER	00481689	9655715317	HOSE CLAMPS	Sewer Utility	321.66
11/20/2020	GRAINGER	00481691	9661665647	CLEANING TISSUES	Water Utility	31.00
11/20/2020	GRAINGER	00481691	9661665647	CLEANING TISSUES	Electric Utility	31.00
11/20/2020	GRAINGER	00481693	9670208454	60 MIN SPRING WOUND TIMER	Water Utility	103.38
11/20/2020	GRAINGER	00481805	9681472651	2020 OCT PWER CORD & FISH TAPE	Water Utility	158.09

11/20/2020	GRAINGER	00481807	9690684338	2020 OCT FLOAT BALL 8 IN	Sewer Utility	16.79
11/20/2020	GRAINGER	00481809	9692125124	2020 OCT POWER CORDS	Water Utility	34.46
Total for Payment No.:						1,083.06

Payment No: 017658

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	GRAINGER-SAN JOSE	00481769	9687424839	PARTS-SHOP USE	Fleet Operation Fund	80.03
11/20/2020	GRAINGER-SAN JOSE	00481770	9693738917	PARTS-STOCK	Fleet Operation Fund	87.23
11/20/2020	GRAINGER-SAN JOSE	00481771	9694604084	PARTS-V#3298	Fleet Operation Fund	91.77
Total for Payment No.:						259.03

Payment No: 017659

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	GRANITE CONSTRUCTION CO	00481655	1900028	ASPHALT	General Fund	504.10
11/20/2020	GRANITE CONSTRUCTION CO	00481656	1900716	ASPHALT	General Fund	1,514.99
11/20/2020	GRANITE CONSTRUCTION CO	00481657	1901742	ASPHALT	General Fund	1,835.87
Total for Payment No.:						3,854.96

Payment No: 017660

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	HILL BROTHERS CHEMICAL CO	00481607	07075774	DVR AMMONIA DELIVERY 10/9/20	Electric Utility	4,084.79
11/20/2020	HILL BROTHERS CHEMICAL CO	00481607	07075774	FUEL SURCHARGE	Electric Utility	21.80
Total for Payment No.:						4,106.59

Payment No: 017661

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	HRST INC	00482450	14921	2 BORESCOPE INSPECTIONS FOR TW	Electric Utility	11,500.00
Total for Payment No.:						11,500.00

Payment No: 017662

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	HSQ TECHNOLOGY INC	00481811	191781	2020 OCT 8-CHANNEL INPUT/OUTPU	Water Utility	3,262.30
11/20/2020	HSQ TECHNOLOGY INC	00482551	006/191700	MISER SCADA System Upgrade	Water Utility Construction	53,825.60
				Total for Payment No.:		57,087.90

Payment No: 017663

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	IMPERIAL SPRINKLER SUPPLY INC	00480060	3773710-00	CREDIT MEMO-GRISWOLD 2"	General Fund	-324.62
11/20/2020	IMPERIAL SPRINKLER SUPPLY INC	00481447	4375799-00	2020 OCT WAFFLE STRAW 9IN ROLL	Sewer Utility	72.92
11/20/2020	IMPERIAL SPRINKLER SUPPLY INC	00481938	4396916-00	SUPPLIES-PARKWAYS & BOULEVARD	General Fund	79.86
11/20/2020	IMPERIAL SPRINKLER SUPPLY INC	00481939	4394595-00	SUPPLIES-PARKWAYS & BOULEVARD	General Fund	44.87
				Total for Payment No.:		-126.97

Payment No: 017664

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	INGRAM LIBRARY SERVICES INC	00481670	49162205	STATE PRESCHOOLS BK	Library Operating Grant Fund	44.67
11/20/2020	INGRAM LIBRARY SERVICES INC	00481671	49167271	STATE PRESCHOOLS BK	Library Operating Grant Fund	4.32
11/20/2020	INGRAM LIBRARY SERVICES INC	00481678	49170132	1241 AD BK	General Fund	2,404.10
11/20/2020	INGRAM LIBRARY SERVICES INC	00481678	49170132	1231 JUV BK	General Fund	2,210.42
11/20/2020	INGRAM LIBRARY SERVICES INC	00481678	49170132	1232 YA BK	General Fund	203.29
11/20/2020	INGRAM LIBRARY SERVICES INC	00481679	49170147	1235 AD/JUV/YA BK	General Fund	1,056.67
11/20/2020	INGRAM LIBRARY SERVICES INC	00481680	49170161	1233 AD/JUV/YA BK	General Fund	468.66
				Total for Payment No.:		6,392.13

Payment No: 017665

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
--------------	-------------	-------------	-------------	-------------	-----------	-------------

11/20/2020	INTERSTATE TRAFFIC CONTROL	00481659	240630	GRAFFITI SUPPLIES	General Fund	609.62
11/20/2020	INTERSTATE TRAFFIC CONTROL	00481940	240771	PARKS RULES SIGNS-SC PARK	General Fund	710.13
				Total for Payment No.:		1,319.75

Payment No: 017666

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	JOHN'S SALT SERVICE INC	00481604	31252	BULK SALT ONE TON-COGEN OCT20	Electric Utility	4,368.72
11/20/2020	JOHN'S SALT SERVICE INC	00481604	31252	FREIGHT	Electric Utility	389.00
11/20/2020	JOHN'S SALT SERVICE INC	00481604	31252	FUEL SURCHARGE	Electric Utility	169.00
				Total for Payment No.:		4,926.72

Payment No: 017667

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	LEHR AUTO ELECTRIC	00481772	SI52506	PARTS-V#3546	Vehicle Replacement Fund	639.23
11/20/2020	LEHR AUTO ELECTRIC	00481773	SI52544	PARTS-V#3218	Fleet Operation Fund	303.93
				Total for Payment No.:		943.16

Payment No: 017668

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	LEVY SANTA CLARA CONVENTION CENTER	00482426	LEVYINV00011	OPER ACCT SHORTFALL SEP20	SCCC-Levy Food & Beverage	91,953.21
				Total for Payment No.:		91,953.21

Payment No: 017669

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	LINCOLN AQUATICS	00481813	36013613	MURIATIC ACID	General Fund	561.13
11/20/2020	LINCOLN AQUATICS	00481813	36013613	PESTICIDE ASSESSMENT	General Fund	47.09
11/20/2020	LINCOLN AQUATICS	00481815	36013614	LIQUID CHLORINE	General Fund	1,051.85
11/20/2020	LINCOLN AQUATICS	00481815	36013614	PESTICIDE ASSESSMENT	General Fund	55.18

11/20/2020	LINCOLN AQUATICS	00481817	36013537	LIQUID CHLORINE	General Fund	1,335.85
11/20/2020	LINCOLN AQUATICS	00481817	36013537	PESTICIDE ASSESSMENT	General Fund	59.82
11/20/2020	LINCOLN AQUATICS	00481818	36013538	LIQUID CHLORINE	General Fund	472.62
11/20/2020	LINCOLN AQUATICS	00481818	36013538	PESTICIDE ASSESSMENT	General Fund	45.45
11/20/2020	LINCOLN AQUATICS	00481820	36013539	MURIATIC ACID	General Fund	647.57
11/20/2020	LINCOLN AQUATICS	00481820	36013539	PESTICIDE ASSESSMENT	General Fund	48.04
				Total for Payment No.:		4,324.60

Payment No: 017670

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	LPA, INC.	00482605	25346NOV2020	RETENTION RELEASE	Parks And Recreation	1,128.63
11/20/2020	LPA, INC.	00482605	25346NOV2020	RETENTION RELEASE	Parks And Recreation	6,061.07
				Total for Payment No.:		7,189.70

Payment No: 017671

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	MIDWEST TAPE LLC	00481538	99500403	1241 AD ABKS	General Fund	455.43
11/20/2020	MIDWEST TAPE LLC	00481538	99500403	1241 AD MCD'S	General Fund	35.68
11/20/2020	MIDWEST TAPE LLC	00481538	99500403	1241 AD DVD'S	General Fund	286.96
11/20/2020	MIDWEST TAPE LLC	00481538	99500403	1233 Juv DVD	General Fund	22.05
11/20/2020	MIDWEST TAPE LLC	00481539	99512578	1241 AD ABKS	General Fund	76.28
11/20/2020	MIDWEST TAPE LLC	00481539	99512578	1235 AD ABK	General Fund	38.14
11/20/2020	MIDWEST TAPE LLC	00481618	99541783	1235 AD ABK	General Fund	43.59
11/20/2020	MIDWEST TAPE LLC	00481619	99538323	1241 AD ABKS	General Fund	342.05
11/20/2020	MIDWEST TAPE LLC	00481619	99538323	1241 AD MCD'S	General Fund	178.63
11/20/2020	MIDWEST TAPE LLC	00481619	99538323	1241 AD DVD'S	General Fund	145.92
11/20/2020	MIDWEST TAPE LLC	00481619	99538323	1233 AD DVD	General Fund	23.69
11/20/2020	MIDWEST TAPE LLC	00481619	99538323	1235 AD DVD	General Fund	23.69
11/20/2020	MIDWEST TAPE LLC	00481619	99538323	1235 Juv DVD	General Fund	31.02

11/20/2020	MIDWEST TAPE LLC	00481669	99579529	1241 AD DB	General Fund	14,727.91
Total for Payment No.:						16,431.04

Payment No: 017672

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	MILTON SECURITY GROUP LLC	00482409	Q31426	AMI/MDMS PROJECT SUPPORT	Electric Utility Construction	7,200.00
11/20/2020	MILTON SECURITY GROUP LLC	00482410	Q31427	APPLICATION SUPPORT10/31-11/13	Electric Utility	9,280.00
11/20/2020	MILTON SECURITY GROUP LLC	00482412	Q31428	CYBER SECURITY/SSG SUPPORT	Electric Utility	9,280.00
Total for Payment No.:						25,760.00

Payment No: 017673

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	MSR PUBLIC POWER AGENCY	00482091	110220	PUR POWER SAN JUAN NOV20 ACT	Electric Utility	13,220.20
11/20/2020	MSR PUBLIC POWER AGENCY	00482091	110220	PUR POWER SAN JUAN NOV20 ACT	Electric Utility	96,250.00
11/20/2020	MSR PUBLIC POWER AGENCY	00482091	110220	PUR POWER SAN JUAN OCT20 ACT	Electric Utility	810,825.75
11/20/2020	MSR PUBLIC POWER AGENCY	00482091	110220	RENEWABLE ADMIN COSTS NOV20	Electric Utility	44,035.79
Total for Payment No.:						964,331.74

Payment No: 017674

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	NALCO CO	00480484	69689391	SOLN500ML POLYMER REAGENT 10/8	Electric Utility	710.68
11/20/2020	NALCO CO	00480484	69689391	FREIGHT	Electric Utility	57.23
11/20/2020	NALCO CO	00480484	69689391	TRANSPORTATION/ENERGY FEE	Electric Utility	0.29
11/20/2020	NALCO CO	00480485	69700984	PERMACLEAN PC-11 10/12/20	Electric Utility	2,610.55
11/20/2020	NALCO CO	00480485	69700984	TRANSPORTATION/ENERGY FEE	Electric Utility	16.35
11/20/2020	NALCO CO	00480486	86925728	MO.SRV FEE DVR OCT20	Electric Utility	901.29
Total for Payment No.:						4,296.39

Payment No: 017675

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	OLCESE WATER DISTRICT	00482405	100373	PURCHASE OF RECS JUL20	Electric Utility	89,403.00
11/20/2020	OLCESE WATER DISTRICT	00482405	100373	SCHEDULNG COORDINATOR ID JUL20	Electric Utility	500.00
				Total for Payment No.:		89,903.00

Payment No: 017676

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	ONESOURCE DISTRIBUTORS LLC	00482515	S6552157.001	CONNECTOR, SPLIT BOLT, CU/CU,	Electric Utility	1,386.97
11/20/2020	ONESOURCE DISTRIBUTORS LLC	00482515	S6552157.001	PIN INSULATOR, 600V POLYMER,	Electric Utility	214.62
				Total for Payment No.:		1,601.59

Payment No: 017677

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	ORACLE AMERICA INC	00482525	44890793	PEOPLESFT TECH SUPPORT ORDER	General Fund	2,800.19
11/20/2020	ORACLE AMERICA INC	00482526	44973856	PEOPLESFT TECHNICAL SUPPORT F	General Fund	5,125.15
11/20/2020	ORACLE AMERICA INC	00482612	44954343	PEOPLESFT TECHNICAL SUPPORT S	General Fund	2,912.19
				Total for Payment No.:		10,837.53

Payment No: 017678

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	PARS/GASB 45	00482537	14589NOV2020	MONTHLY CONTRIB NOVEMBER 2020	OPEB Plan Trust Fund	305,583.00
				Total for Payment No.:		305,583.00

Payment No: 017679

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	PG&E	00480488	2937321050-8 OCT2020	COGEN GAS HEATERS SEP20	Electric Utility	43.69
				Total for Payment No.:		43.69

Payment No: 017680

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	PG&E	00481612	9644211793-1 OCT2020	ELEC SVC GRIZZLY PWRHSE OCT20	Electric Utility	2,584.91
				Total for Payment No.:		2,584.91

Payment No: 017681

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	PG&E	00481681	3345487577-5SEP2020	ELEC SVC STONY GORGE HYD SEP20	Electric Utility	1,011.85
11/20/2020	PG&E	00481681	3345487577-5SEP2020	ELEC SVC BLACK BUTTE HYD SEP20	Electric Utility	231.60
11/20/2020	PG&E	00481681	3345487577-5SEP2020	ELEC SVC BLACK BUTTE HYD SEP20	Electric Utility	113.37
				Total for Payment No.:		1,356.82

Payment No: 017682

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	PG&E	00481838	8311198632-5 OCT2020	2020 SEP GUADALUPE CHART STNTN	Sewer Utility	31.49
11/20/2020	PG&E	00481943	3135894939-9 OCT2020	ELE SVC BENICIA PUMPHOUS OCT20	Electric Utility	65.91
11/20/2020	PG&E	00481944	3219228267-4 OCT2020	ELE SVC BENICIA HOUSE OCT20	Electric Utility	5.16
				Total for Payment No.:		102.56

Payment No: 017683

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	PITNEY BOWES	00481622	3104318592	LEASING CHARGES	General Fund	1,262.98
				Total for Payment No.:		1,262.98

Payment No: 017684

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	PRAXAIR DISTRIBUTION INC	00481605	99640370	IND HIGH PRESSURE>100CF	Electric Utility	122.94
11/20/2020	PRAXAIR DISTRIBUTION INC	00481605	99640370	IND LIQUID 160-200 LT HIGH PRE	Electric Utility	146.76
11/20/2020	PRAXAIR DISTRIBUTION INC	00481605	99640370	SAFETY AND ENVIRONMENT FEE	Electric Utility	25.45

11/20/2020	PRAXAIR DISTRIBUTION INC	00481677	99827348	NITROGEN LIQUID LC230 230 PSI	Electric Utility	314.60
11/20/2020	PRAXAIR DISTRIBUTION INC	00481677	99827348	ENERGY AND FUEL CHARGE	Electric Utility	26.29
11/20/2020	PRAXAIR DISTRIBUTION INC	00481677	99827348	HAZARDOUS MATERIAL CHARGE	Electric Utility	15.21
11/20/2020	PRAXAIR DISTRIBUTION INC	00481677	99827348	DELIVERY CHARGE	Electric Utility	47.63
11/20/2020	PRAXAIR DISTRIBUTION INC	00481780	99645362	CYLNDR RENTAL- SHOP USE	Fleet Operation Fund	31.94
				Total for Payment No.:		730.82

Payment No: 017685

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	RELIABILITY OPTIMIZATION INC	00481616	20-00080	PDM SERVICES DVR OCT2020	Electric Utility	5,126.00
11/20/2020	RELIABILITY OPTIMIZATION INC	00481617	20-00081	PDM SERVICES COGEN OCT2020	Electric Utility	1,993.00
				Total for Payment No.:		7,119.00

Payment No: 017686

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	RENNE SLOAN HOLTZMAN SAKAI LLP	00482448	44612	LEGAL SERVICES	General Fund	4,936.00
11/20/2020	RENNE SLOAN HOLTZMAN SAKAI LLP	00482449	44613	PERSONNEL ISSUES	Special Liability Insurance	405.00
				Total for Payment No.:		5,341.00

Payment No: 017687

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	SC FUELS	00481782	4456032	UNLDED- PD TANK #71	Fleet Operation Fund	13,881.93
11/20/2020	SC FUELS	00481783	4456033	UNLDED- STRT CORP YD TNK#51	Fleet Operation Fund	16,540.98
				Total for Payment No.:		30,422.91

Payment No: 017688

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	SEDGWICK CLAIMS MGMT SVCS INC	00482585	B1133369	WORK COMP SVCS JULY 2020	Workers Compensation	22,655.17

Total for Payment No.: 22,655.17

Payment No: 017689

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	SHUMS CODA ASSOC	00482539	5775	AMENDMENT NO. 3 ADD FUNDS PER	General Fund	10,306.79
11/20/2020	SHUMS CODA ASSOC	00482540	5775A	AGREEMENT FOR SERVICES TO PERF	General Fund	1,568.21
Total for Payment No.:						11,875.00

Payment No: 017690

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	TECHNOLOGY, ENGINEERING & CONSTRUCTION	00481788	200666	ANNUAL CERT TEST- FIRE ST#1	Fleet Operation Fund	925.00
Total for Payment No.:						925.00

Payment No: 017691

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	THE OKONITE COMPANY	00482693	1A964	WIRE, 15KV, UG, 3/C, AL, EPR 1	Electric Utility	57,230.33
11/20/2020	THE OKONITE COMPANY	00482694	1AA58	WIRE, 15KV, UG, 3/C, AL, EPR 1	Electric Utility	95,139.46
11/20/2020	THE OKONITE COMPANY	00482696	1AE88	WIRE, 15KV, UG, 3/C, AL, EPR 1	Electric Utility	38,483.64
Total for Payment No.:						190,853.43

Payment No: 017692

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	THERMAL MECHANICAL INC	00482532	80208	REPAIRS TO TRANE SPLIT SYSTEM	Electric Utility	4,388.00
Total for Payment No.:						4,388.00

Payment No: 017693

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	TIFCO INDUSTRIES	00481789	71595204	PARTS-SHOP USE	Fleet Operation Fund	612.66

Total for Payment No.: 612.66

Payment No: 017694

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	TONY JANOVICH	00482590	1006636	Contractor Payment for FY 20/2	General Fund	231.00
				Total for Payment No.:		231.00

Payment No: 017695

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	TRANSMISSION AGENCY OF NORTHERN CA	00481243	OCTOBER 2020	DEBT SERVICE (TANC) DEC20	Electric Utility	80,344.00
11/20/2020	TRANSMISSION AGENCY OF NORTHERN CA	00481243	OCTOBER 2020	DEBT SERVICE (SOT) NOV20	Electric Utility	3,467.00
11/20/2020	TRANSMISSION AGENCY OF NORTHERN CA	00481243	OCTOBER 2020	TANC A&G DEC20	Electric Utility	112,834.00
11/20/2020	TRANSMISSION AGENCY OF NORTHERN CA	00481243	OCTOBER 2020	COTP O&M DEC20	Electric Utility	166,295.00
11/20/2020	TRANSMISSION AGENCY OF NORTHERN CA	00481243	OCTOBER 2020	SOT FAC CHARGE OCT20	Electric Utility	4,057.83
11/20/2020	TRANSMISSION AGENCY OF NORTHERN CA	00481243	OCTOBER 2020	SOT ADMIN COSTS SEP20	Electric Utility	2,335.07
				Total for Payment No.:		369,332.90

Payment No: 017696

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	TRI-DAM PROJECT	00481833	2020-10 SVP	ENERGY PURCH (HYDRO) OCT20	Electric Utility	1,744,670.80
				Total for Payment No.:		1,744,670.80

Payment No: 017697

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	TRITON MUSEUM OF ART	00482597	2887NOV2020	GRANT AGREEMENT WITH THE TRITO	General Fund	24,630.00
				Total for Payment No.:		24,630.00

Payment No: 017698

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	UNITY COURIER SERVICES, INC	00481948	462970	LINK+ DELIVERY	General Fund	878.00
				Total for Payment No.:		878.00

Payment No: 017699

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	VERDE DESIGN INC	00482543	23-1709400	VERDE-MACHADO PARK PLAYGROUND	Parks And Recreation	210.00
				Total for Payment No.:		210.00

Payment No: 017700

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	WAXIE SANITARY SUPPLY	00481827	79592682	RESTROOM CLEANING SUPPLIES	General Fund	2,823.70
11/20/2020	WAXIE SANITARY SUPPLY	00482524	79572492	13.1 G Disinfecting/Sanitizing	Other City Dept Op Grant Fund	257.56
				Total for Payment No.:		3,081.26

Payment No: 017701

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	WECO INDUSTRIES LLC	00481703	0046356-IN	MANHOLE COVER	Sewer Utility	412.05
				Total for Payment No.:		412.05

Payment No: 017702

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	WILLIAMS SCOTSMAN INC	00481557	8235210	PROPERTY TAX RECOVERY NOV20	Street Lighting	9.65
11/20/2020	WILLIAMS SCOTSMAN INC	00481557	8235210	CONTAINER LOCK - RENTAL NOV20	Street Lighting	19.62
11/20/2020	WILLIAMS SCOTSMAN INC	00481557	8235210	40X8 CONTAINER RENT NOV20	Street Lighting	241.32
				Total for Payment No.:		270.59

Overall Total

4,747,200.42



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

Run Date 11/19/2020
Run Time 10:18:29 AM

Sorted by Payment Number

Payment No: 647153

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	CONRAD REYNOLDS	00481568	2299OCT2020	CAP REIMBURSEMENT OCT 2020	General Fund	40.00
11/20/2020	CONRAD REYNOLDS	00481750	2299NOV2020	CAP REIMBURSEMENT NOV 2020	General Fund	40.00
				Total for Payment No.:		80.00

Payment No: 647154

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	CUONG PHAN	00482528	18437SEP2020D	THERMOMETER FOR COVID	Other City Dept Op Grant Fund	54.49
11/20/2020	CUONG PHAN	00482529	18437SEP2020E	RACKS FOR COVID DECON	Other City Dept Op Grant Fund	65.37
11/20/2020	CUONG PHAN	00482530	18437SEP2020F	CAR CLOTH FOR DECON COVID	Other City Dept Op Grant Fund	16.18
11/20/2020	CUONG PHAN	00482531	18437SEP2020G	CLEANING SUPPLIES FOR COVID	Other City Dept Op Grant Fund	87.79
				Total for Payment No.:		223.83

Payment No: 647155

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	G. BORTOLOTTI & CO	00482561	4861	AGREEMENT FOR THE 2020 PAVEMEN	Streets And Highways	1,158,821.16
11/20/2020	G. BORTOLOTTI & CO	00482561	4861	RETENTION	Streets And Highways	-57,941.06
				Total for Payment No.:		1,100,880.10

Payment No: 647156

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	HUE GILLETTE	00482523	32142OCT2020	REIMB AGA MEMBERSHIP	General Fund	105.00
				Total for Payment No.:		105.00

Payment No: 647157

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	JOHN BAYDO	00481567	23570OCT2020	CAP REIMBURSEMENT - OCT 2020	General Fund	40.00
				Total for Payment No.:		40.00

Payment No: 647158

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	JOSEPH GARTNER III	00481749	17413OCT2020	CAP REIMBURSEMENT OCT. 2020	General Fund	40.00
				Total for Payment No.:		40.00

Payment No: 647159

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	PETTY CASH-POLICE	00482550	2143OCT2020	PETTY CASH REPLENISHMENT	General Fund	33.94
11/20/2020	PETTY CASH-POLICE	00482550	2143OCT2020	PETTY CASH REPLENISHMENT	General Fund	16.70
11/20/2020	PETTY CASH-POLICE	00482550	2143OCT2020	PETTY CASH REPLENISHMENT	General Fund	48.44
11/20/2020	PETTY CASH-POLICE	00482550	2143OCT2020	PETTY CASH REPLENISHMENT	General Fund	24.04
11/20/2020	PETTY CASH-POLICE	00482550	2143OCT2020	PETTY CASH REPLENISHMENT	General Fund	7.16
11/20/2020	PETTY CASH-POLICE	00482550	2143OCT2020	PETTY CASH REPLENISHMENT	General Fund	80.66
11/20/2020	PETTY CASH-POLICE	00482550	2143OCT2020	PETTY CASH REPLENISHMENT	General Fund	89.48
11/20/2020	PETTY CASH-POLICE	00482550	2143OCT2020	PETTY CASH REPLENISHMENT	General Fund	54.49
11/20/2020	PETTY CASH-POLICE	00482550	2143OCT2020	PETTY CASH REPLENISHMENT	General Fund	39.72
11/20/2020	PETTY CASH-POLICE	00482550	2143OCT2020	PETTY CASH REPLENISHMENT	General Fund	90.47
11/20/2020	PETTY CASH-POLICE	00482550	2143OCT2020	PETTY CASH REPLENISHMENT	General Fund	65.36
11/20/2020	PETTY CASH-POLICE	00482550	2143OCT2020	PETTY CASH REPLENISHMENT	General Fund	6.53
11/20/2020	PETTY CASH-POLICE	00482550	2143OCT2020	PETTY CASH REPLENISHMENT	General Fund	56.00

11/20/2020	PETTY CASH-POLICE	00482550	2143OCT2020	PETTY CASH REPLENISHMENT	General Fund	53.96
11/20/2020	PETTY CASH-POLICE	00482550	2143OCT2020	PETTY CASH REPLENISHMENT	General Fund	55.06
11/20/2020	PETTY CASH-POLICE	00482550	2143OCT2020	PETTY CASH REPLENISHMENT	General Fund	49.45
11/20/2020	PETTY CASH-POLICE	00482550	2143OCT2020	PETTY CASH REPLENISHMENT	General Fund	80.80
11/20/2020	PETTY CASH-POLICE	00482550	2143OCT2020	PETTY CASH REPLENISHMENT	General Fund	62.33
11/20/2020	PETTY CASH-POLICE	00482550	2143OCT2020	PETTY CASH REPLENISHMENT	General Fund	55.00
11/20/2020	PETTY CASH-POLICE	00482550	2143OCT2020	PETTY CASH REPLENISHMENT	General Fund	12.00
11/20/2020	PETTY CASH-POLICE	00482550	2143OCT2020	PETTY CASH REPLENISHMENT	General Fund	10.00
11/20/2020	PETTY CASH-POLICE	00482550	2143OCT2020	PETTY CASH REPLENISHMENT	General Fund	60.35
11/20/2020	PETTY CASH-POLICE	00482550	2143OCT2020	PETTY CASH REPLENISHMENT	General Fund	43.48
11/20/2020	PETTY CASH-POLICE	00482550	2143OCT2020	PETTY CASH REPLENISHMENT	General Fund	32.90
11/20/2020	PETTY CASH-POLICE	00482550	2143OCT2020	PETTY CASH REPLENISHMENT	General Fund	15.00
11/20/2020	PETTY CASH-POLICE	00482550	2143OCT2020	PETTY CASH REPLENISHMENT	General Fund	41.44
11/20/2020	PETTY CASH-POLICE	00482550	2143OCT2020	PETTY CASH REPLENISHMENT	General Fund	91.55
11/20/2020	PETTY CASH-POLICE	00482550	2143OCT2020	PETTY CASH REPLENISHMENT	General Fund	55.23
11/20/2020	PETTY CASH-POLICE	00482550	2143OCT2020	PETTY CASH REPLENISHMENT	General Fund	27.33
11/20/2020	PETTY CASH-POLICE	00482550	2143OCT2020	PETTY CASH REPLENISHMENT	General Fund	71.80
11/20/2020	PETTY CASH-POLICE	00482550	2143OCT2020	PETTY CASH REPLENISHMENT	General Fund	54.50
11/20/2020	PETTY CASH-POLICE	00482550	2143OCT2020	PETTY CASH REPLENISHMENT	General Fund	42.92
11/20/2020	PETTY CASH-POLICE	00482550	2143OCT2020	PETTY CASH REPLENISHMENT	General Fund	76.34
11/20/2020	PETTY CASH-POLICE	00482550	2143OCT2020	PETTY CASH REPLENISHMENT	General Fund	41.90
11/20/2020	PETTY CASH-POLICE	00482550	2143OCT2020	PETTY CASH REPLENISHMENT	General Fund	17.17
11/20/2020	PETTY CASH-POLICE	00482550	2143OCT2020	PETTY CASH REPLENISHMENT	General Fund	67.77
11/20/2020	PETTY CASH-POLICE	00482550	2143OCT2020	PETTY CASH REPLENISHMENT	General Fund	35.90
11/20/2020	PETTY CASH-POLICE	00482550	2143OCT2020	PETTY CASH REPLENISHMENT	General Fund	29.45
11/20/2020	PETTY CASH-POLICE	00482550	2143OCT2020	PETTY CASH REPLENISHMENT	General Fund	67.49
11/20/2020	PETTY CASH-POLICE	00482550	2143OCT2020	PETTY CASH REPLENISHMENT	General Fund	19.51
11/20/2020	PETTY CASH-POLICE	00482550	2143OCT2020	PETTY CASH REPLENISHMENT	General Fund	17.09
11/20/2020	PETTY CASH-POLICE	00482550	2143OCT2020	PETTY CASH REPLENISHMENT	General Fund	54.55
11/20/2020	PETTY CASH-POLICE	00482550	2143OCT2020	PETTY CASH REPLENISHMENT	General Fund	38.78

11/20/2020	PETTY CASH-POLICE	00482550	2143OCT2020	PETTY CASH REPLENISHMENT	General Fund	68.42
11/20/2020	PETTY CASH-POLICE	00482550	2143OCT2020	PETTY CASH REPLENISHMENT	Police Operating Grant Fund	30.97
11/20/2020	PETTY CASH-POLICE	00482550	2143OCT2020	PETTY CASH REPLENISHMENT	Police Operating Grant Fund	61.11
11/20/2020	PETTY CASH-POLICE	00482550	2143OCT2020	PETTY CASH REPLENISHMENT	Police Operating Grant Fund	81.23
11/20/2020	PETTY CASH-POLICE	00482550	2143OCT2020	PETTY CASH REPLENISHMENT	Police Operating Grant Fund	74.89
11/20/2020	PETTY CASH-POLICE	00482550	2143OCT2020	PETTY CASH REPLENISHMENT	General Government - Other	98.41
Total for Payment No.:						2,409.07

Payment No: 647160

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	STATEN SOLAR CORPORATION	00482560	21026	CONTRACT FOR THE PHOTOVOLTAIC	Library	2,999.46
11/20/2020	STATEN SOLAR CORPORATION	00482560	21026	RETENTION	Library	-149.97
Total for Payment No.:						2,849.49

Payment No: 647161

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	TESLA, INC	00482470	31839NOV2020	REFUND EP16193 SITE 7652	Streets And Highways	69,000.00
Total for Payment No.:						69,000.00

Payment No: 647162

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	CA FRANCHISE TAX BOARD	00482716	11/01/20-11/14/20CB	WAGE ATTACHMENT B2024	Payroll Liability&ClearingAcct	150.00
Total for Payment No.:						150.00

Payment No: 647163

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	CAL PERS LONG TERM CARE PROGRAM	00482695	13640869	BIWEEKLY PR CALPERS LT B2024	Payroll Liability&ClearingAcct	230.13
				Total for Payment No.:		230.13

Payment No: 647164

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	U.S. BANK	00482710	11/01/20-11/14/20	BIWKLY PAYROLL DED PARS	Fringe Benefits	8,669.97
				Total for Payment No.:		8,669.97

Payment No: 647165

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	US TREASURY	00482717	11/01/20-11/14/20JO	WAGE ATTACHMENT B2024	Payroll Liability&ClearingAcct	50.00
				Total for Payment No.:		50.00

Payment No: 647166

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	3-FOLD COMMUNICATIONS, LLC	00482608	6697	As-needed consulting Services	General Fund	1,843.75
				Total for Payment No.:		1,843.75

Payment No: 647167

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	ABODE SERVICES	00482609	TBRA-08-2020AB	ABODE-TBRA CAHF FY20/21	City Affordable Housing	13,181.55
11/20/2020	ABODE SERVICES	00482609	TBRA-08-2020AB	ABODE-TBRA HOME FY20/21	H.U.D Capital Projects	48,272.70
11/20/2020	ABODE SERVICES	00482610	TBRA-09-2020AB	ABODE-TBRA CAHF FY20/21	City Affordable Housing	14,096.08
11/20/2020	ABODE SERVICES	00482610	TBRA-09-2020AB	ABODE-TBRA HOME FY20/21	H.U.D Capital Projects	47,997.60
				Total for Payment No.:		123,547.93

Payment No: 647168

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	ADVANCED ENERGY SOLUTIONS INC	00481793	R21-SLR-0047	LTG REGATE; 18202-8; 980 MARTI	Elec OperatingGrant Trust Fund	1,200.00
11/20/2020	ADVANCED ENERGY SOLUTIONS INC	00481794	R21-SLR-0051	LTG REBATE; 62985-5; 1050 MART	Elec OperatingGrant Trust Fund	9,000.00
11/20/2020	ADVANCED ENERGY SOLUTIONS INC	00481795	R21-SLR-0013	LTG REBATE; 18379-04; 2555 LAF	Elec OperatingGrant Trust Fund	1,600.00
11/20/2020	ADVANCED ENERGY SOLUTIONS INC	00481796	R21-SLR-0096	LTG REBATE; 18215-1; 1075 MART	Elec OperatingGrant Trust Fund	911.01
11/20/2020	ADVANCED ENERGY SOLUTIONS INC	00481797	R21-SLR-0094	LTG REBATE; 62997-1 1119 MARTI	Elec OperatingGrant Trust Fund	4,310.50
				Total for Payment No.:		17,021.51

Payment No: 647169

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	AIR COOLED ENGINES	00481752	83932	PARTS-V#3131	Fleet Operation Fund	67.69
11/20/2020	AIR COOLED ENGINES	00481752	83932	PARTS-V#3132	Fleet Operation Fund	67.69
				Total for Payment No.:		135.38

Payment No: 647170

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	ALLIED AUTO STORES	00481753	360809B	PARTS-V#3402	Fleet Operation Fund	394.49
				Total for Payment No.:		394.49

Payment No: 647171

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	ANIMAL DAMAGE MANAGEMENT	00481932	3482C	LANDSCAPE RODENT/PEST CONTRL	General Fund	895.00
				Total for Payment No.:		895.00

Payment No: 647172

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	ARAMARK UNIFORM SERVICES	00481600	000761034336	CLEANING SVC/SHOP TOWELS DVR	Electric Utility	407.10
				Total for Payment No.:		407.10

Payment No: 647173

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	AT&T	00481746	1173212656	T1.5 MBPS SVC 19OCT20-18SEP20	Electric Utility	540.86
				Total for Payment No.:		540.86

Payment No: 647174

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	AT&T CALNET	00480481	000015406024	STO WAN CKTS 09/01/20-09/30/20	Electric Utility	1,159.34
				Total for Payment No.:		1,159.34

Payment No: 647175

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	AZCO SUPPLY, INC.	00482705	286661	BOX COVER, FIBERGLASS, 17IN X	Electric Utility	4,741.50
11/20/2020	AZCO SUPPLY, INC.	00482705	286661	BOX, FIBERGLASS, N-36, 17INX30	Electric Utility	7,521.00
				Total for Payment No.:		12,262.50

Payment No: 647176

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	BACKSTAGE LIBRARY WORKS, INC.	00481665	AC10044	MARS AUTHORITY OCTOBER 2020	General Fund	389.50
				Total for Payment No.:		389.50

Payment No: 647177

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	BAKER SUPPLIES AND REPAIRS	00481754	67550	PARTS-STOCK	Fleet Operation Fund	364.55

11/20/2020	BAKER SUPPLIES AND REPAIRS	00481754	67550	PARTS-V#3409	Fleet Operation Fund	82.65
11/20/2020	BAKER SUPPLIES AND REPAIRS	00481755	67643	PARTS-V#3409	Fleet Operation Fund	20.44
				Total for Payment No.:		467.64

Payment No: 647178

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	BATEMAN SENIOR MEALS	00482534	INV4650003218	BATEMAN MEALS FY 20-21	Park and Rec Opr GrantTst Fund	4,031.04
11/20/2020	BATEMAN SENIOR MEALS	00482535	INV4650003252	BATEMAN MEALS FY 20-21	Park and Rec Opr GrantTst Fund	4,145.28
				Total for Payment No.:		8,176.32

Payment No: 647179

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	BAY AREA TREE SPECIALISTS	00481643	66445	TREE PRUNING & REMVL- 10.23.20	General Fund	2,980.00
				Total for Payment No.:		2,980.00

Payment No: 647180

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	BAYSCAPE LANDSCAPE MANAGEMENT	00482601	19395	LANDSCAPING SERVICES FOR VARIO	Water Utility Construction	1,515.00
				Total for Payment No.:		1,515.00

Payment No: 647181

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	BENCHMARK	00482527	E20-1564	SVP	Electric Utility	660.00
				Total for Payment No.:		660.00

Payment No: 647182

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
--------------	-------------	-------------	-------------	-------------	-----------	-------------

11/20/2020	BENTLY NEVADA INC	00482593	1010595148	PN# 330130-045-01-05 - 3300 5M	Electric Utility	510.69
11/20/2020	BENTLY NEVADA INC	00482593	1010595148	PN# 330180-90-05 - PROXIMITOR	Electric Utility	1,649.92
11/20/2020	BENTLY NEVADA INC	00482593	1010595148	PN# 330105-02-12-05-02-05 - PR	Electric Utility	1,209.07
11/20/2020	BENTLY NEVADA INC	00482593	1010595148	EXPEDITE FEE FOR A 2-5 BUSINE	Electric Utility	2,247.90
11/20/2020	BENTLY NEVADA INC	00482593	1010595148	PN# 330180-50-05 - PROXIMITOR	Electric Utility	1,126.13
Total for Payment No.:						6,743.71

Payment No: 647183

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	BERLITZ LANGUAGES, INC	00481591	001-274-20-04059	BILINGUAL TESTING - PD EMPLOY	General Fund	100.00
11/20/2020	BERLITZ LANGUAGES, INC	00481591	001-274-20-04059	BILINGUAL TESTING - PD EMPLOY	General Fund	100.00
Total for Payment No.:						200.00

Payment No: 647184

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	BICKMORE ACTUARIAL	00482604	28008	ACTUARIAL REVIEW	Workers Compensation	2,250.00
11/20/2020	BICKMORE ACTUARIAL	00482604	28008	ACTUARIAL REVIEW	Special Liability Insurance	2,250.00
Total for Payment No.:						4,500.00

Payment No: 647185

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	CED CONTRACTORS	00482703	7488-515614	WIRE, 600V, CU, #12, 19 STR. T	Electric Utility	282.64
11/20/2020	CED CONTRACTORS	00482704	7488-515991	WIRE, 600V, CU, #12, 19 STR. T	Electric Utility	282.64
Total for Payment No.:						565.28

Payment No: 647186

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	CENTRAL COLO, LLC	00481601	5113	FIBER PATHWAY INNERDUCTS DEC20	Electric Utility	500.00

Total for Payment No.: 500.00

Payment No: 647187

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	CENTRAL MOLONEY INC	00482555	23146	TRANSFORMER, PAD, 75 KVA, 120/	Water Utility	6,390.00
Total for Payment No.:						6,390.00

Payment No: 647188

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	CLEARBLU ENVIROMENTAL	00481756	24179	PARTS-V#D2231 WO#128865	Fleet Operation Fund	1,585.70
11/20/2020	CLEARBLU ENVIROMENTAL	00481756	24179	TRAVEL- V#D2231 WO#128865	Fleet Operation Fund	405.00
11/20/2020	CLEARBLU ENVIROMENTAL	00481756	24179	LABOR-V#D2231 WO#128865	Fleet Operation Fund	405.00
Total for Payment No.:						2,395.70

Payment No: 647189

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	CONCENTRA MEDICAL CENTERS	00481592	69086407	FIELD SERVICES DOT AND RANDOM	Electric Utility	65.00
11/20/2020	CONCENTRA MEDICAL CENTERS	00481593	68955786	DPW - STREET MAINT RANDOM	General Fund	45.00
11/20/2020	CONCENTRA MEDICAL CENTERS	00481593	68955786	FIELD SERVICES- RANDOMS	Electric Utility	65.00
11/20/2020	CONCENTRA MEDICAL CENTERS	00481594	68902404	WATER SEWER DOT CERT.	Sewer Utility	85.00
11/20/2020	CONCENTRA MEDICAL CENTERS	00481595	68709721	POST OFFER MEDICAL	General Fund	85.00
11/20/2020	CONCENTRA MEDICAL CENTERS	00481596	69148744	POST OFFER PHYSICAL	General Fund	85.00
11/20/2020	CONCENTRA MEDICAL CENTERS	00481596	69148744	FLEET RANDOM	Fleet Operation Fund	45.00
11/20/2020	CONCENTRA MEDICAL CENTERS	00481596	69148744	WATER & SEWER - TWO DOT	Sewer Utility	170.00
Total for Payment No.:						645.00

Payment No: 647190

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	CRANE CERTIFICATION &	00481648	1078	INSPCTN V#2899 WO#128778	Fleet Operation Fund	200.00

11/20/2020	CRANE CERTIFICATION &	00481648	1078	INSPCTN V#3058 WO#128779	Fleet Operation Fund	200.00
11/20/2020	CRANE CERTIFICATION &	00481648	1078	INSPCTN V#3282 WO#128777	Fleet Operation Fund	250.00
11/20/2020	CRANE CERTIFICATION &	00481648	1078	INSPCTN V#2816 WO#128776	Fleet Operation Fund	350.00
				Total for Payment No.:		1,000.00

Payment No: 647191

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	CRESCO EQUIPMENT RENTALS	00480482	5267978-0001	PROPANE	Electric Utility	30.14
11/20/2020	CRESCO EQUIPMENT RENTALS	00480483	5271370-0001	PROPANE	Electric Utility	21.53
11/20/2020	CRESCO EQUIPMENT RENTALS	00481685	5286111-0001	PROPANE	Electric Utility	66.74
				Total for Payment No.:		118.41

Payment No: 647192

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	CRIME SCENE CLEANERS INC	00482586	79148	VEHICLE 3209	General Fund	70.00
				Total for Payment No.:		70.00

Payment No: 647193

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	DANA SAFETY SUPPLY, INC	00482706	669509	POLICE VEHICLE UPFITTING PARTS	Vehicle Replacement Fund	1,071.69
11/20/2020	DANA SAFETY SUPPLY, INC	00482707	669547	POLICE VEHICLE UPFITTING PARTS	Vehicle Replacement Fund	403.98
11/20/2020	DANA SAFETY SUPPLY, INC	00482708	670117	POLICE VEHICLE UPFITTING PARTS	Vehicle Replacement Fund	178.76
11/20/2020	DANA SAFETY SUPPLY, INC	00482709	675482	POLICE VEHICLE UPFITTING PARTS	Vehicle Replacement Fund	1,990.95
				Total for Payment No.:		3,645.38

Payment No: 647194

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
--------------	-------------	-------------	-------------	-------------	-----------	-------------

11/20/2020	DAVID'S RALLY WHEELS, INC.	00481649	67271	LABOR- TIRE WORK	Fleet Operation Fund	990.00
				Total for Payment No.:		990.00

Payment No: 647195

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	DUNN-EDWARDS CORP	00481806	2011166184	EVERSHIELD EXT SG U BASE	General Fund	106.89
				Total for Payment No.:		106.89

Payment No: 647196

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	ELECTRIC & GAS INDUSTRIES ASSN	00481563	46416	PROGRAM IMPLEMENT/MGMT OCT20	Elec OperatingGrant Trust Fund	2,250.00
11/20/2020	ELECTRIC & GAS INDUSTRIES ASSN	00481563	46416	ONGOING IT APP MAINT. OCT2020	Elec OperatingGrant Trust Fund	2,000.00
11/20/2020	ELECTRIC & GAS INDUSTRIES ASSN	00481563	46416	ONGOING PROGRAM ADMIN OCT20	Elec OperatingGrant Trust Fund	750.00
				Total for Payment No.:		5,000.00

Payment No: 647197

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	ENNIS-FLINT INC	00481933	251662	SUPLIES-TRAFFIC MAINTENANCE	General Fund	1,419.50
				Total for Payment No.:		1,419.50

Payment No: 647198

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	EOA INC	00481650	SY08-0920	CONSLTNG SRVCS- WITH C.3 &C.10	Storm Drain	1,924.06
				Total for Payment No.:		1,924.06

Payment No: 647199

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
--------------	-------------	-------------	-------------	-------------	-----------	-------------

11/20/2020	EQUINIX INC	00481674	100210264815	SANTA CLARA IBX - SV2 (FIBER)	Electric Utility	14,503.48
Total for Payment No.:						14,503.48
Payment No: 647200						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	EUGENE BURGER MANAGEMENT	00482592	97867	MGMT FEE OCT 2020	General Fund	1,179.38
Total for Payment No.:						1,179.38
Payment No: 647201						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	FAST UNDERCAR SANTA CLARA	00481759	163208	PARTS-V#3281	Fleet Operation Fund	402.28
11/20/2020	FAST UNDERCAR SANTA CLARA	00481760	163867	CREDIT- BATTERY RETURNED	Fleet Operation Fund	-100.18
11/20/2020	FAST UNDERCAR SANTA CLARA	00481761	164507	PARTS-V#2772	Fleet Operation Fund	13.49
11/20/2020	FAST UNDERCAR SANTA CLARA	00481762	165192	PARTS-V#3140	Fleet Operation Fund	56.78
11/20/2020	FAST UNDERCAR SANTA CLARA	00481763	165217	PARTS-V#3140	Fleet Operation Fund	205.07
11/20/2020	FAST UNDERCAR SANTA CLARA	00481764	166509	CA BATTERY FEE- V#3291 NONTXBL	Fleet Operation Fund	1.09
11/20/2020	FAST UNDERCAR SANTA CLARA	00481764	166509	PARTS-V#3291	Fleet Operation Fund	109.01
11/20/2020	FAST UNDERCAR SANTA CLARA	00481765	166779	PARTS-V#3030	Fleet Operation Fund	412.89
11/20/2020	FAST UNDERCAR SANTA CLARA	00481765	166779	CA BATTERY FEE V#3030 NONTXBL	Fleet Operation Fund	2.18
11/20/2020	FAST UNDERCAR SANTA CLARA	00481766	167512	PARTS-V#3146	Fleet Operation Fund	58.12
11/20/2020	FAST UNDERCAR SANTA CLARA	00481767	167780	PARTS-STOCK	Fleet Operation Fund	40.37
Total for Payment No.:						1,201.10
Payment No: 647202						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	FEDERAL EXPRESS	00481602	7-146-00212	MISC. SHIPPING DVR	Electric Utility	71.06
Total for Payment No.:						71.06
Payment No: 647203						

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	FLEETPRIDE, INC.	00481768	62003411	PARTS-V#1423	Fleet Operation Fund	173.74
				Total for Payment No.:		173.74

Payment No: 647204

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	GARTON TRACTOR, INC	00482611	WA09600	New BigTex 70TV-16 Trailer- Ad	Vehicle Replacement Fund	5,286.50
11/20/2020	GARTON TRACTOR, INC	00482611	WA09600	New BixTex 70TV-14 Trailer - A	Vehicle Replacement Fund	5,177.50
11/20/2020	GARTON TRACTOR, INC	00482611	WA09600	New BixTex 70TV-14 Trailer - A	Vehicle Replacement Fund	5,177.50
11/20/2020	GARTON TRACTOR, INC	00482611	WA09600	New BixTex 70TV-14 Trailer - A	Vehicle Replacement Fund	5,177.50
11/20/2020	GARTON TRACTOR, INC	00482611	WA09600	New BigTex 14LP-14 Trailer- Ad	Vehicle Replacement Fund	9,701.00
11/20/2020	GARTON TRACTOR, INC	00482611	WA09600	California Tire Fees	Vehicle Replacement Fund	35.00
11/20/2020	GARTON TRACTOR, INC	00482611	WA09600	UCC/DOC FEE	Vehicle Replacement Fund	1,475.00
				Total for Payment No.:		32,030.00

Payment No: 647205

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	GENERAL PACIFIC INC	00481686	1382383	REFLECTIVE LETTERS AND NUMBERS	Electric Utility	1,015.88
				Total for Payment No.:		1,015.88

Payment No: 647206

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	GLOBAL RENTAL CO	00481603	3556028	RENT FREIGHTLINER M2-106 OCT20	Electric Utility	3,815.00
11/20/2020	GLOBAL RENTAL CO	00481747	3558217	RENT FREIGHTLINER M2-106 NOV20	Electric Utility	3,815.00
				Total for Payment No.:		7,630.00

Payment No: 647207

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	GLR FASTENERS INC	00481937	P083960	SUPPLIES-TRAFFIC MAINTENANCE	General Fund	239.55
				Total for Payment No.:		239.55

Payment No: 647208

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	GRAYBAR ELECTRIC	00481606	9318098071	CUT REEL CORNING OPTICAL	Electric Utility Construction	432.57
11/20/2020	GRAYBAR ELECTRIC	00481606	9318098071	SPLICE CASSETTE 24F SM	Electric Utility Construction	1,262.33
11/20/2020	GRAYBAR ELECTRIC	00481606	9318098071	SWING OUT RACK 12U	Electric Utility Construction	273.37
11/20/2020	GRAYBAR ELECTRIC	00481606	9318098071	CLOSET CONN HOU 2 RCK	Electric Utility Construction	273.35
11/20/2020	GRAYBAR ELECTRIC	00481606	9318098071	CLOSET CONN HSG 1U F/2	Electric Utility Construction	202.48
				Total for Payment No.:		2,444.10

Payment No: 647209

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	HANSON BRIDGETT LLP	00482452	1277323	LEGAL SERVICES	Special Liability Insurance	806.40
				Total for Payment No.:		806.40

Payment No: 647210

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	HILTI INC	00481658	4616562778	SIGN TRUCK SUPPLIES	General Fund	252.36
				Total for Payment No.:		252.36

Payment No: 647211

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
--------------	-------------	-------------	-------------	-------------	-----------	-------------

11/20/2020	HOME DEPOT USA	00481700	574396735	JANITORIAL SUPPLIES	General Fund	178.12
11/20/2020	HOME DEPOT USA	00481702	574396743	JANITORIAL SUPPLIES	General Fund	231.68
11/20/2020	HOME DEPOT USA	00481800	579927518	SITE SAFETY HANGING SIGNS	General Fund	137.34
11/20/2020	HOME DEPOT USA	00481812	582667671	RESTROOM CLEANING SUPPLIES	General Fund	1,165.22
11/20/2020	HOME DEPOT USA	00481812	582667671	RYOBI 18V ONE PLUS 1G SPRAY	Other City Dept Op Grant Fund	1,262.55
				Total for Payment No.:		2,974.91

Payment No: 647212

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	IBRAHIM MUSBA	00481792	R220-EVC-062	EV CHARGR REBATE 3877-07	Elec OperatingGrant Trust Fund	1,000.00
				Total for Payment No.:		1,000.00

Payment No: 647213

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	ICE US OTC COMMODITY MARKETS LLC	00481835	1020000868088	ENERGY BROKER COMM OCT20	Electric Utility	5,307.48
				Total for Payment No.:		5,307.48

Payment No: 647214

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	JACK CHEN	00481620	R220-EVC-057	EV CHRGR REBATE; 67815-03	Elec OperatingGrant Trust Fund	1,000.00
				Total for Payment No.:		1,000.00

Payment No: 647215

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	JAM SERVICES INC	00482559	136439	MOUNTING, CLAMSHELL 2 TYPE FOR	Electric Utility	163.50
11/20/2020	JAM SERVICES INC	00482559	136439	PEDESTRIAN LED MODULE. UNIFORM	Electric Utility	2,092.80
11/20/2020	JAM SERVICES INC	00482701	136700	CAP, LONG, ORNAMENTAL, ALUM, D	Electric Utility	43.60

11/20/2020	JAM SERVICES INC	00482702	137501	SIGN, PEDESTRIAN, PUSHBUTTON,	Electric Utility	54.50
				Total for Payment No.:		2,354.40

Payment No: 647216

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	JUDY CHEN	00481945	R220-EVC-066	EV CHRGR REBATE; 68546-02	Elec OperatingGrant Trust Fund	1,000.00
				Total for Payment No.:		1,000.00

Payment No: 647217

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	KALLCENTS	00481598	E42516103120	Monthly Q Card	General Fund	20.86
				Total for Payment No.:		20.86

Payment No: 647218

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	KAREN MURPHY LANSING	00481667	SCPD 32	Psych Services	General Fund	3,690.00
				Total for Payment No.:		3,690.00

Payment No: 647219

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	KORTICK MANUFACTURING CO	00481705	066900	NUT, BOLT, WASHERS, SCREWS	Electric Utility	3,998.40
				Total for Payment No.:		3,998.40

Payment No: 647220

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	LEXISNEXIS PO BOX 894166	00481608	3092921439	ONLINE SERVICE CHARGES OCT20	Electric Utility	560.00
				Total for Payment No.:		560.00

Payment No: 647221

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	LIEBERT CASSIDY WHITMORE	00482455	1507819	CHANGE ORDER #3: ADDITIONAL FU	General Fund	185.00
11/20/2020	LIEBERT CASSIDY WHITMORE	00482457	1507818	CHANGE ORDER #4: ADDITIONAL FU	General Fund	662.00
				Total for Payment No.:		847.00

Payment No: 647222

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	LUPE LIMA	00482587	34948	CASE 2015 FORD EXPOLOERER	General Fund	112.50
				Total for Payment No.:		112.50

Payment No: 647223

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	MARLIN SOFTWARE LLC	00482088	INV00042676	MANAGED CONTENT CHANNEL	Electric Utility	1,488.00
11/20/2020	MARLIN SOFTWARE LLC	00482088	INV00042676	DEVICE ID	Electric Utility	2,976.00
11/20/2020	MARLIN SOFTWARE LLC	00482088	INV00042676	WARRANTY	Electric Utility	264.00
				Total for Payment No.:		4,728.00

Payment No: 647224

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	MILTON S FRANK EQUIPMENT CO	00482454	M10596	PN# P15-CPB-60-I - SUNFLO HIGH	Electric Utility	7,537.10
				Total for Payment No.:		7,537.10

Payment No: 647225

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	MONTROSE AIR QUALITY SERVICES,	00482591	INV1257508	STANDARD REPORTING	Electric Utility	2,384.00
				Total for Payment No.:		2,384.00

Payment No: 647226

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	MOORE IACOFANO GOLTSMAN, INC	00482677	0065795	JULY 20202	Deposit Funds.	65,086.20
11/20/2020	MOORE IACOFANO GOLTSMAN, INC	00482678	0066155	AUG 2020	Deposit Funds.	47,898.40
11/20/2020	MOORE IACOFANO GOLTSMAN, INC	00482679	0066585	SEPT 2020	Deposit Funds.	28,635.96
				Total for Payment No.:		141,620.56

Payment No: 647227

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	MOOSE RAPIDS TECHNOLOGIES	00481668	201102003	Alarm Software Support	General Fund	412.50
				Total for Payment No.:		412.50

Payment No: 647228

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	MTH ENGINEERS INC	00482552	12310	ENGINEERING SERVICES FOR FAIRV	Electric Utility Construction	2,580.00
				Total for Payment No.:		2,580.00

Payment No: 647229

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	MUNICIPAL MAINTENANCE EQUIPMNT	00481774	0153170-IN	LABR- TRAVL V#3413 WO#128279	Fleet Operation Fund	290.00
11/20/2020	MUNICIPAL MAINTENANCE EQUIPMNT	00481774	0153170-IN	PARTS-V#3413 WO#128279	Fleet Operation Fund	18.96
11/20/2020	MUNICIPAL MAINTENANCE EQUIPMNT	00481774	0153170-IN	LABR- ONSITE V#3413 WO#128279	Fleet Operation Fund	217.50
11/20/2020	MUNICIPAL MAINTENANCE EQUIPMNT	00481775	0153378-IN	PARTS-V#3224	Fleet Operation Fund	1,104.74
11/20/2020	MUNICIPAL MAINTENANCE EQUIPMNT	00481776	0153723-IN	LABR- TRVL V#D2231 WO#128856	Fleet Operation Fund	697.50
11/20/2020	MUNICIPAL MAINTENANCE EQUIPMNT	00481776	0153723-IN	LABR- ONSITE V#D2231 WO#128856	Fleet Operation Fund	891.25
11/20/2020	MUNICIPAL MAINTENANCE EQUIPMNT	00481776	0153723-IN	PARTS-V#D2231 WO#128856	Fleet Operation Fund	477.37
				Total for Payment No.:		3,697.32

Payment No: 647230

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	NATIONAL CAR CHARGING LLC	00482458	1781	EQUIPMENT FOR EV CHARGING STAT	Electric Utility Construction	2,251.75
11/20/2020	NATIONAL CAR CHARGING LLC	00482459	1780	EQUIPMENT FOR EV CHARGING STAT	Electric Utility Construction	2,783.00
				Total for Payment No.:		5,034.75

Payment No: 647231

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	NEW IMAGE LANDSCAPE COMPANY	00481660	412123	LANDSCPNG INSTLN- 1705 MARTIN	Electric Utility	5,445.00
				Total for Payment No.:		5,445.00

Payment No: 647232

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	NV5 INC	00481834	176607	2020 JUN SERRA TANK RHB DESIGN	Water Utility Construction	11,213.27
11/20/2020	NV5 INC	00481836	179590	2020 AUG SERRA TANK RHB DESIGN	Water Utility Construction	1,410.00
11/20/2020	NV5 INC	00481837	183752	2020 AUG SERRA TANK RHB DESIGN	Water Utility Construction	1,757.50
				Total for Payment No.:		14,380.77

Payment No: 647233

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	ORLAND UNIT WATER USERS ASSN.	00482594	2031NOV2020	STONY CRK HYDRO EXPENSES OCT20	Electric Utility	37.88
11/20/2020	ORLAND UNIT WATER USERS ASSN.	00482594	2031NOV2020	STONY CRK HYDRO EXPENSES OCT20	Electric Utility	9,447.69
11/20/2020	ORLAND UNIT WATER USERS ASSN.	00482594	2031NOV2020	STONY CRK HYDRO EXPENSES OCT20	Electric Utility	199.20
11/20/2020	ORLAND UNIT WATER USERS ASSN.	00482594	2031NOV2020	STONY CRK HYDRO EXPENSES OCT20	Electric Utility	19,557.89
11/20/2020	ORLAND UNIT WATER USERS ASSN.	00482594	2031NOV2020	STONY CRK HYDRO EXPENSES OCT20	Electric Utility	8,573.89
11/20/2020	ORLAND UNIT WATER USERS ASSN.	00482594	2031NOV2020	STONY CRK HYDRO EXPENSES OCT20	Electric Utility	113.64

Total for Payment No.: 37,930.19

Payment No: 647234

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	OWEN EQUIPMENT SALES	00481777	00051029	PARTS-V#3410	Fleet Operation Fund	2,527.66
11/20/2020	OWEN EQUIPMENT SALES	00481777	00051029	HANDLING- TXBLE	Fleet Operation Fund	5.50
Total for Payment No.:						2,533.16

Payment No: 647235

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	PACIFIC COAST PETROLEUM INC.	00481778	968580	OIL STOCK	Fleet Operation Fund	1,487.96
Total for Payment No.:						1,487.96

Payment No: 647236

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	PETERSON TRACTOR CO	00481661	SW000443028	LABOR- V#3321 WO#127238	Fleet Operation Fund	176.00
11/20/2020	PETERSON TRACTOR CO	00481661	SW000443028	PARTS- V#3321 WO#127238	Fleet Operation Fund	171.90
11/20/2020	PETERSON TRACTOR CO	00481779	PC001716539	PARTS-STOCK	Fleet Operation Fund	687.61
11/20/2020	PETERSON TRACTOR CO	00481779	PC001716539	PARTS-V#3252	Fleet Operation Fund	114.41
Total for Payment No.:						1,149.92

Payment No: 647237

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	PHYSICAL REHABILITATION NETWORK	00482589	001491	ERGO EVAL 7/30 & 7/31	General Fund	600.00
Total for Payment No.:						600.00

Payment No: 647238

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
--------------	-------------	-------------	-------------	-------------	-----------	-------------

11/20/2020	PRINTS CHARLES REPROGRAPHICS	00481580	99651	Contingencies	Parks And Recreation	575.19
11/20/2020	PRINTS CHARLES REPROGRAPHICS	00481662	99646	P&S DUPLICTN FOR CONST PHASE	Public Buildings	1,064.77
				Total for Payment No.:		1,639.96

Payment No: 647239

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	PRODIGY PRESS INC	00481911	86756	ADOPTED CIP 20/21-21/22 BOOKS	General Fund	2,617.48
				Total for Payment No.:		2,617.48

Payment No: 647240

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	R & B CO	00481697	S1965782.002	FOSTER ADAPTERS	Water Utility Construction	11,428.45
11/20/2020	R & B CO	00481699	S1968928.001	HYMAX DISMANTLING JOINT	Water Utility	1,150.99
11/20/2020	R & B CO	00481840	S1971507.003	2020 OCT 6 MJ FIELD LOK W/ BLT	Water Utility Construction	52.63
11/20/2020	R & B CO	00481842	S1971507.005	2020 OCT BLOW OFF HYDRANT	Water Utility Construction	636.48
11/20/2020	R & B CO	00481843	S1975410.001	2020 OCT 6 BELL JOINT RESTRAIN	Water Utility Construction	349.96
11/20/2020	R & B CO	00481844	S1975564.001	2020 OCT 6X18 HYD EXT SOLID	Water Utility Construction	130.80
11/20/2020	R & B CO	00481845	S1977723.001	2020 OCT 6X2 TAPT BLIND FLANGE	Water Utility Construction	149.67
11/20/2020	R & B CO	00482512	S1976662.002	VALVE, GATE, MJ 6IN CI, RESILI	Water Utility	3,388.77
11/20/2020	R & B CO	00482513	S1972684.003	VALVE, 2IN, BLOW OFF KUPFERIES	Water Utility Construction	636.48
11/20/2020	R & B CO	00482514	S1976662.001	NIPPLE, BRASS, 1IN X 2-1/2IN	Water Utility	24.98
11/20/2020	R & B CO	00482514	S1976662.001	NIPPLE, BRASS, 2IN X 6IN	Water Utility	455.18
11/20/2020	R & B CO	00482514	S1976662.001	BURY, HYDRANT, 6IN X 48IN, MJ	Water Utility	628.20
11/20/2020	R & B CO	00482517	S1976873.002	NIPPLE, BRASS, STANDARD, 2IN X	Water Utility	255.50
11/20/2020	R & B CO	00482517	S1976873.002	PLUG, BRASS, 2IN, IPT	Water Utility	344.11
11/20/2020	R & B CO	00482517	S1976873.002	UNION, BRASS, 1-1/2IN	Water Utility	693.34

11/20/2020	R & B CO	00482518	S1972684.005	RETAINER GLAND KIT, MJ, 8IN, T	Water Utility Construction	1,201.44
11/20/2020	R & B CO	00482519	S1966366.001	BOX COVER, FIBERGLASS, 17IN X	Electric Utility	4,999.70
11/20/2020	R & B CO	00482520	S1972684.004	TEE, MJ, 8IN X 6IN, DI C-153,	Water Utility Construction	276.05
11/20/2020	R & B CO	00482520	S1972684.004	VALVE, GATE, MJ, 8IN FOR C.I.,	Water Utility Construction	3,781.26
11/20/2020	R & B CO	00482521	S1972675.003	VALVE, 2IN, BLOW OFF KUPFERIES	Water Utility Construction	636.48
11/20/2020	R & B CO	00482522	S1976519.001	PIPE, PIP, 8IN, 20FT LENGTH, 8	Electric Utility	1,079.10
11/20/2020	R & B CO	00482553	S1973764.001	PIPE WRAP, BLACK POLYWRAP FOR	Water Utility	555.90
11/20/2020	R & B CO	00482554	S1972675.002	VALVE, GATE, MJ, 8IN FOR C.I.,	Water Utility Construction	945.31
11/20/2020	R & B CO	00482554	S1972675.002	VALVE, GATE, MJ 6IN CI, RESILI	Water Utility Construction	564.79
11/20/2020	R & B CO	00482554	S1972675.002	HYDRANT, PAINTED WHITE 4IN STR	Water Utility Construction	2,217.86
11/20/2020	R & B CO	00482554	S1972675.002	TEE, MJ, 8IN X 6IN, DI C-153,	Water Utility Construction	276.05
11/20/2020	R & B CO	00482557	S1976873.001	BALL VALVE, 3/4IN. FORD B11-33	Water Utility	1,526.00
11/20/2020	R & B CO	00482558	S1972684.002	TEE, MJ, 8IN X 8IN, CL, DI, C-	Water Utility Construction	306.02
11/20/2020	R & B CO	00482558	S1972684.002	VALVE, GATE, MJ 6IN CI, RESILI	Water Utility Construction	564.79
11/20/2020	R & B CO	00482558	S1972684.002	BEND, 45 DEGREES, 8IN, MJ, CL	Water Utility Construction	362.66
11/20/2020	R & B CO	00482558	S1972684.002	HYDRANT, PAINTED WHITE 4IN STR	Water Utility Construction	2,217.85
11/20/2020	R & B CO	00482603	S1957354.005	RETAINER GLAND KIT, 8IN, TYLER	Water Utility	286.02
Total for Payment No.:						42,122.82

Payment No: 647241

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	RANGE MAINTENANCE SERVICES LLC	00481585	1008202001	Qrtly Range Cleaning	General Fund	3,500.00
Total for Payment No.:						3,500.00

Payment No: 647242

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	REED & GRAHAM INC	00481663	985906	EMULSION	General Fund	221.23
				Total for Payment No.:		221.23

Payment No: 647243

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	REP NUT & BOLT GUY	00482556	31914	WASHER, FLAT, 316 STN STL, 1/2	Electric Utility	141.70
				Total for Payment No.:		141.70

Payment No: 647244

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	RING POWER CORPORATION	00481704	44LU06224351	EQUIPMNT RNTL 9/15/20-10/12/20	Electric Utility Construction	3,468.00
				Total for Payment No.:		3,468.00

Payment No: 647245

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	ROBERT E. VAN HEUIT	00482613	1099	AMENDMENT NO. 3 INCREASE PO BY	Related Santa Clara Dvlpr Fund	2,975.00
				Total for Payment No.:		2,975.00

Payment No: 647246

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	ROTO-ROOTER SERVICES COMPANY	00481960	19322244281	HENRY SCHMIDT BACKUP	General Fund	260.00
				Total for Payment No.:		260.00

Payment No: 647247

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
--------------	-------------	-------------	-------------	-------------	-----------	-------------

11/20/2020	ROYAL BRASS INC	00481781	939288-001	PARTS-V#3189	Fleet Operation Fund	288.81
Total for Payment No.:						288.81
Payment No: 647248						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	SAFETY-KLEEN SYSTEMS INC	00481748	84388339	50G VAT PARTS WASHER 10/20/20	Electric Utility	1,273.09
11/20/2020	SAFETY-KLEEN SYSTEMS INC	00481748	84388339	RECOVERY FEE	Electric Utility	70.02
Total for Payment No.:						1,343.11
Payment No: 647249						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	SANTA CLARA FIREFIGHTERS	00481621	013	SLVR SPONSOR FIREHOUSERUN21	Electric Utility	1,000.00
Total for Payment No.:						1,000.00
Payment No: 647250						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	SANTA CLARA CO DEPT OF CORRECTIONS	00482588	2021-0040	PLAQUE	General Fund	59.95
Total for Payment No.:						59.95
Payment No: 647251						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	SANTA CLARA WEEKLY	00482536	1244747		General Fund	720.00
Total for Payment No.:						720.00
Payment No: 647252						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	SHRED-IT USA LLC	00481676	8180718487	SHREDIT SVP 881MARTIN 9/23/20	Electric Utility	158.44
11/20/2020	SHRED-IT USA LLC	00481676	8180718487	SHREDIT SVP 881MARTIN 10/7/20	Electric Utility	161.14

11/20/2020	SHRED-IT USA LLC	00481676	8180718487	SHREDIT SVP 881MARTIN 10/21/20	Electric Utility	161.14
Total for Payment No.:						480.72
Payment No: 647253						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	STEVEN DOLEZAL	00481597	892OCT2020	Psych Services	General Fund	700.00
Total for Payment No.:						700.00
Payment No: 647254						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	SUAREZ & MUNOZ CONSTRUCTION,	00482562	34845NOV2020	CONTRACT FOR THE AGNEW AND FUL	Parks And Recreation	75,750.00
11/20/2020	SUAREZ & MUNOZ CONSTRUCTION,	00482562	34845NOV2020	RETENTION	Parks And Recreation	-3,787.50
Total for Payment No.:						71,962.50
Payment No: 647255						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	SUNNYVALE FORD	00481784	176320	PARTS-V#3494	Fleet Operation Fund	292.25
11/20/2020	SUNNYVALE FORD	00481785	176450	PARTS-STOCK	Fleet Operation Fund	277.87
11/20/2020	SUNNYVALE FORD	00481786	176438	PARTS-V#3207	Fleet Operation Fund	79.14
11/20/2020	SUNNYVALE FORD	00481787	176491	PARTS-V#3207	Fleet Operation Fund	60.65
Total for Payment No.:						709.91
Payment No: 647256						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	SWAGELOK NORTHERN CALIFORNIA	00481610	79225	BLOWDOWN NEEDLE VALVE 1/2 IN	Electric Utility	704.55
Total for Payment No.:						704.55
Payment No: 647257						

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	SYNERGETIC CONSULTING INC	00481664	20-0685	PWPpayment issue, Housing fees	General Fund	402.50
				Total for Payment No.:		402.50

Payment No: 647258

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	SYSTEM OPERATIONS SUCCESS INTL	00481609	1124971	MANAGED TRAINING OCT20	Electric Utility	175.00
				Total for Payment No.:		175.00

Payment No: 647259

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	T-MOBILE USA INC	00481532	9416124667	GPS Locate 20-806117	General Fund	1,428.00
				Total for Payment No.:		1,428.00

Payment No: 647260

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	TARGET SPECIALTY PRODUCTS INC	00481801	INVP500305729	ESSENTIAL PLUS GROWTH PRODUCT	General Fund	1,173.19
				Total for Payment No.:		1,173.19

Payment No: 647261

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	THE SOURCING GROUP, LLC	00482676	333407	MEASURE E EDDM MAILING	General Fund	9,117.17
				Total for Payment No.:		9,117.17

Payment No: 647262

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	TOWNSEND PUBLIC AFFAIRS INC	00482614	16512	State and Federal Legislative	General Fund	7,500.00
				Total for Payment No.:		7,500.00

Payment No: 647263

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	TURF & INDUSTRIAL EQUIPMENT CO	00480489	IV36689	PARTS - 1 STL	Electric Utility	37.05
				Total for Payment No.:		37.05

Payment No: 647264

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	UNIFIRST CORPORATION	00481549	385 0402035	GARMENT RENT/CLEAN SVCS DVR	Electric Utility	391.10
11/20/2020	UNIFIRST CORPORATION	00481550	385 0403057	GARMENT RENT/CLEAN SVCS DVR	Electric Utility	391.10
11/20/2020	UNIFIRST CORPORATION	00481551	385 0406090	GARMENT RENT/CLEAN SVCS DVR	Electric Utility	391.10
11/20/2020	UNIFIRST CORPORATION	00481552	385 0408102	DELIVERY FEE SVP	Electric Utility	13.00
11/20/2020	UNIFIRST CORPORATION	00481552	385 0408102	GARMENT RENTAL/CLEANING SVP IT	Electric Utility	39.73
11/20/2020	UNIFIRST CORPORATION	00481553	385 0408103	GARMENT RENTAL/CLEANING T&D	Electric Utility	768.43
11/20/2020	UNIFIRST CORPORATION	00481554	385 0408105	GARMENT RENTAL/CLEANING 881ENG	Electric Utility	84.31
11/20/2020	UNIFIRST CORPORATION	00481555	385 0408108	GARMENT RENT/CLEAN SVCS SUB	Electric Utility	402.71
11/20/2020	UNIFIRST CORPORATION	00481556	385 0408148	GARMENT RENT/CLEANING SVC CH	Electric Utility	85.93
				Total for Payment No.:		2,567.41

Payment No: 647265

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	UNIQUE SCAFFOLDING	00482533	19313	INSTALL AND DISMANTLE SCAFFOLD	Electric Utility	3,489.09
				Total for Payment No.:		3,489.09

Payment No: 647266

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	UNITED PARCEL SERVICE	00482541	00009882E5430A		General Fund	31.00
11/20/2020	UNITED PARCEL SERVICE	00482541	00009882E5430A		Electric Utility	13.62
11/20/2020	UNITED PARCEL SERVICE	00482675	00009882E5440A	DELIVERY CHARGES	General Fund	31.00
11/20/2020	UNITED PARCEL SERVICE	00482675	00009882E5440A	DELIVERY CHARGES	Electric Utility	11.81

Total for Payment No.: 87.43

Payment No: 647267

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	UNITED SITE SERVICES INC	00481611	114-11025340	ADA SINK @SERRA SUB 9/29-10/26	Electric Utility Construction	10.91
11/20/2020	UNITED SITE SERVICES INC	00481611	114-11025340	WKLY SINK SRV@SERRA 9/29-10/26	Electric Utility Construction	138.00
11/20/2020	UNITED SITE SERVICES INC	00481611	114-11025340	ENVIRONMENTAL FEE	Electric Utility Construction	15.92
11/20/2020	UNITED SITE SERVICES INC	00481825	114-11037511	WEEKLY MAINTENANCE SERVICE	Parks And Recreation	529.23
11/20/2020	UNITED SITE SERVICES INC	00481825	114-11037511	PORTABLE RESTROOM SETUP	Parks And Recreation	125.35
11/20/2020	UNITED SITE SERVICES INC	00481826	114-11112445	WEEKLY MAINTENANCE SERVICE	General Fund	542.14
11/20/2020	UNITED SITE SERVICES INC	00481826	114-11112445	PORTABLE RESTROOM-HOMERIDGE	General Fund	76.48
Total for Payment No.:						1,438.03

Payment No: 647268

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	UNIVAR SOLUTIONS USA INC	00481684	48804227	DVR CHEM DEL SOD HYP SEP2020	Electric Utility	1,304.66
Total for Payment No.:						1,304.66

Payment No: 647269

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	VERIZON WIRELESS	00481613	9865633719	CELL PHONE SERVICE OCT20	Electric Utility	7,693.54
Total for Payment No.:						7,693.54

Payment No: 647270

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	VIRGINIA TRANSFORMER CORP	00481791	61378	ADD'L OFFLOADING CHARGES	Electric Utility Construction	18,644.00
Total for Payment No.:						18,644.00

Payment No: 647271

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	VITEC, INC	00482598	41680	PN# 602885-49Y - 4033-500 VELO	Electric Utility	4,866.65
				Total for Payment No.:		4,866.65

Payment No: 647272

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/20/2020	WEST COAST ARBORISTS INC	00481644	165542	REMOVAL OF FALLEN TREE	Cemetery	9,360.00
11/20/2020	WEST COAST ARBORISTS INC	00481802	165755	PARKWAY EMER LIMB REMOVAL	General Fund	720.00
				Total for Payment No.:		10,080.00
				Overall Total		1,914,191.13



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

Run Date 11/24/2020
Run Time 9:07:28 AM

Sorted by Payment Number

Payment No: 017703

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	OFF THE WALL SOCCER	00482383	63154-02 CPV OCT-2020	PBI SOLAR PROD PYMT #44 OCT 20	Elec OperatingGrant Trust Fund	1,187.22
				Total for Payment No.:		1,187.22

Payment No: 017704

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	ADOBE INC	00482793	1290362476	ADOBE PRO DC LICENSES	Electric Utility	6,456.00
				Total for Payment No.:		6,456.00

Payment No: 017705

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	AEMTEK, INC	00483054	2010148	Water Quality Testing	Water Utility	2,250.00
				Total for Payment No.:		2,250.00

Payment No: 017706

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	ALL GUARD ALARM SYSTEMS INC	00482092	S102684	SERVICE CALL-SR. CENTER	Information Technology Service	87.39
11/25/2020	ALL GUARD ALARM SYSTEMS INC	00482092	S102684	LABOR	Information Technology Service	97.50
11/25/2020	ALL GUARD ALARM SYSTEMS INC	00482093	S102757	MISSION LIBRARY	General Fund	570.31
11/25/2020	ALL GUARD ALARM SYSTEMS INC	00482093	S102757	LABOR	General Fund	112.50
				Total for Payment No.:		867.70

Payment No: 017707

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	AMERESCO	00482026	39457	ENERGY (VASCO LF GAS) OCT20	Electric Utility	285,671.19
11/25/2020	AMERESCO	00482026	39457	VASCO LF O&M CHARGE OCT20	Electric Utility	13,065.57
11/25/2020	AMERESCO	00482027	39458	ENERGY (FORWARD LF GAS) OCT20	Electric Utility	318,712.44
11/25/2020	AMERESCO	00482027	39458	FORWARD LF O&M CHG OCT20	Electric Utility	9,316.37
				Total for Payment No.:		626,765.57

Payment No: 017708

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	ANIXTER INC.	00483077	4701232-00	TERMINATION, 600A, HOT STANDOF	Electric Utility	569.85
				Total for Payment No.:		569.85

Payment No: 017709

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	BADGER METER INC	00483073	1399597	METER, WATER 1" E-SERIES ULTRA	Water Utility	11,063.51
				Total for Payment No.:		11,063.51

Payment No: 017710

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	BAY AREA DATA SUPPLY	00481946	206776	Plotter Print Cartridge	General Fund	212.55
				Total for Payment No.:		212.55

Payment No: 017711

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	BAYWA R.E. SOLAR PROJECTS, LLC	00482368	66381-03/66317-03 CPV OCT-2020	PBI OCT2020 PYMT #31 PR II TWR	Elec OperatingGrant Trust Fund	8,408.97
				Total for Payment No.:		8,408.97

Payment No: 017712

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	BOATMAN-JACKLIN INC.	00482370	62112-02 CPV OCT-2020	PBI SOLAR PROD PYMT #44 OCT-20	Elec OperatingGrant Trust Fund	785.68
				Total for Payment No.:		785.68

Payment No: 017713

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	CENTRAL MEDICAL LABORATORY	00483056	18357	LAB FEES FOR OCT 2020	General Fund	1,425.00
				Total for Payment No.:		1,425.00

Payment No: 017714

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	CHAPARRAL AT CALAVERAS INC	00482957	CC2020-1	Contractor Payment FY 20/21	General Fund	1,023.40
				Total for Payment No.:		1,023.40

Payment No: 017715

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	CINTAS CORP #630	00481964	4061768952	CHEMICALS-HOMERIDGE	General Fund	34.06
11/25/2020	CINTAS CORP #630	00481964	4061768952	DS1-HOMERIDGE	Other City Dept Op Grant Fund	19.62
11/25/2020	CINTAS CORP #630	00481965	4061768853	CHEMICALS-WAR MEMORIAL	General Fund	34.06
11/25/2020	CINTAS CORP #630	00481965	4061768853	DS1-WAR MEMORIAL	Other City Dept Op Grant Fund	19.62
11/25/2020	CINTAS CORP #630	00481966	4061768920	CHEMICALS-ISC	General Fund	23.52
11/25/2020	CINTAS CORP #630	00481966	4061768920	DS1-ISC	Other City Dept Op Grant Fund	13.08
11/25/2020	CINTAS CORP #630	00481967	4061778880	CHEMICALS-WARBURTON	General Fund	34.06
11/25/2020	CINTAS CORP #630	00481967	4061778880	DS1-WARBURTON	Other City Dept Op Grant Fund	19.62
11/25/2020	CINTAS CORP #630	00481968	4061768941	CHEMICALS-MARY GOMEZ	General Fund	34.06

11/25/2020	CINTAS CORP #630	00481968	4061768941	DS1-MARY GOMEZ	Other City Dept Op Grant Fund	19.62
11/25/2020	CINTAS CORP #630	00481969	4062035536	CHEMICALS-AGNEW	General Fund	34.06
11/25/2020	CINTAS CORP #630	00481969	4062035536	DS1-AGNEW	Other City Dept Op Grant Fund	19.62
11/25/2020	CINTAS CORP #630	00481970	4062035464	CHEMICALS-THAMIEN	General Fund	34.06
11/25/2020	CINTAS CORP #630	00481970	4062035464	DS1-THAMIEN	Other City Dept Op Grant Fund	19.62
11/25/2020	CINTAS CORP #630	00481971	4062035319	CHEMICALS-LIVE OAK	General Fund	34.06
11/25/2020	CINTAS CORP #630	00481971	4062035319	DS1-LIVE OAK	Other City Dept Op Grant Fund	19.62
11/25/2020	CINTAS CORP #630	00481972	4062035523	CHEMICALS-FULLER	General Fund	34.06
11/25/2020	CINTAS CORP #630	00481972	4062035523	DS1-FULLER	Other City Dept Op Grant Fund	19.62
11/25/2020	CINTAS CORP #630	00481973	4062041961	CHEMICALS-SENIOR CTR	General Fund	80.52
11/25/2020	CINTAS CORP #630	00481973	4062041961	DS1-SENIOR CTR	Other City Dept Op Grant Fund	39.24
11/25/2020	CINTAS CORP #630	00481974	4062442242	CHEMICALS-WESTWOOD	General Fund	34.06
11/25/2020	CINTAS CORP #630	00481974	4062442242	DS1-WESTWOOD	Other City Dept Op Grant Fund	16.35
11/25/2020	CINTAS CORP #630	00481975	4062180516	CHEMICALS-PARKWAY	General Fund	34.06
11/25/2020	CINTAS CORP #630	00481975	4062180516	DS1-PARKWAY	Other City Dept Op Grant Fund	19.62
11/25/2020	CINTAS CORP #630	00481976	4062442863	CHEMICALS-EVERETT N EDDIE	General Fund	32.00
11/25/2020	CINTAS CORP #630	00481976	4062442863	DS1-EVERETT N EDDIE	Other City Dept Op Grant Fund	19.62
11/25/2020	CINTAS CORP #630	00481977	4062442000	CHEMICALS-YSP	General Fund	34.06
11/25/2020	CINTAS CORP #630	00481977	4062442000	DS1-YSP	Other City Dept Op Grant Fund	19.62
11/25/2020	CINTAS CORP #630	00481978	4062442253	CHEMICALS-MAYWOOD	General Fund	34.06
11/25/2020	CINTAS CORP #630	00481978	4062442253	DS1-MAYWOOD	Other City Dept Op Grant Fund	19.62
11/25/2020	CINTAS CORP #630	00481979	4062442853	CHEMICALS-CENTRAL	General Fund	68.09
11/25/2020	CINTAS CORP #630	00481979	4062442853	DS1-CENTRAL	Other City Dept Op Grant Fund	39.24
11/25/2020	CINTAS CORP #630	00481980	4062442831	CHEMICALS-BOWERS	General Fund	34.06

11/25/2020	CINTAS CORP #630	00481980	4062442831	DS1-BOWERS	Other City Dept Op Grant Fund	19.62
11/25/2020	CINTAS CORP #630	00481981	4062446398	CHEMICALS-LARRY J MAR	General Fund	15.88
11/25/2020	CINTAS CORP #630	00481981	4062446398	DS1-LARRY J MAR	Other City Dept Op Grant Fund	6.54
11/25/2020	CINTAS CORP #630	00481982	4062442818	CHEMICALS-EARL CARMICHAEL	General Fund	34.06
11/25/2020	CINTAS CORP #630	00481982	4062442818	DS1-EARL CARMICHAEL	Other City Dept Op Grant Fund	19.62
11/25/2020	CINTAS CORP #630	00481983	4062442842	CHEMICALS-TENNIS CTR	General Fund	34.06
11/25/2020	CINTAS CORP #630	00481983	4062442842	DS1-TENNIS CTR	Other City Dept Op Grant Fund	19.62
11/25/2020	CINTAS CORP #630	00481984	4062440973	CHEMICALS-BRACHER	General Fund	20.42
11/25/2020	CINTAS CORP #630	00481984	4062440973	DS1-BRACHER	Other City Dept Op Grant Fund	9.81
11/25/2020	CINTAS CORP #630	00481985	4062442892	CHEMICALS-MACHADO	General Fund	34.06
11/25/2020	CINTAS CORP #630	00481985	4062442892	DS1-MACHADO	Other City Dept Op Grant Fund	19.62
11/25/2020	CINTAS CORP #630	00481986	4062442846	CHEMICALS-WILSON	General Fund	34.06
11/25/2020	CINTAS CORP #630	00481986	4062442846	DS1-WILSON	Other City Dept Op Grant Fund	19.62
11/25/2020	CINTAS CORP #630	00481987	4062442757	CHEMICALS-STEVE CARLI	General Fund	34.06
11/25/2020	CINTAS CORP #630	00481987	4062442757	DS1-STEVE CARLI	Other City Dept Op Grant Fund	19.62
11/25/2020	CINTAS CORP #630	00481988	4062442179	CHEMICALS-JENNY STRAND	General Fund	34.06
11/25/2020	CINTAS CORP #630	00481988	4062442179	DS1-JENNY STRAND	Other City Dept Op Grant Fund	19.62
11/25/2020	CINTAS CORP #630	00481989	4062446430	CHEMICALS-WARBURTON	General Fund	34.06
11/25/2020	CINTAS CORP #630	00481989	4062446430	DS1-WARBURTON	Other City Dept Op Grant Fund	19.62
11/25/2020	CINTAS CORP #630	00481990	4062329868	CHEMICALS-THOMAS BARRETT	General Fund	34.06
11/25/2020	CINTAS CORP #630	00481990	4062329868	DS1-THOMAS BARRETT	Other City Dept Op Grant Fund	19.62
11/25/2020	CINTAS CORP #630	00481991	4062329555	CHEMICALS-MONTAGUE	General Fund	34.06
11/25/2020	CINTAS CORP #630	00481991	4062329555	DS1-MONTAGUE	Other City Dept Op Grant Fund	19.62
11/25/2020	CINTAS CORP #630	00481992	4062329537	CHEMICALS-MONTAGUE SWIM	General Fund	34.06

11/25/2020	CINTAS CORP #630	00481992	4062329537	DS1-MONTAGUE SWIM	Other City Dept Op Grant Fund	19.62
11/25/2020	CINTAS CORP #630	00481993	4062689211	CHEMICALS-LIVE OAK	General Fund	34.06
11/25/2020	CINTAS CORP #630	00481993	4062689211	DS1-LIVE OAK	Other City Dept Op Grant Fund	19.62
11/25/2020	CINTAS CORP #630	00481994	4062689339	CHEMICALS-AGNEW	General Fund	34.06
11/25/2020	CINTAS CORP #630	00481994	4062689339	DS1-AGNEW	Other City Dept Op Grant Fund	19.62
11/25/2020	CINTAS CORP #630	00481995	4062689315	CHEMICALS-THAMIEN	General Fund	34.06
11/25/2020	CINTAS CORP #630	00481995	4062689315	DS1-THAMIEN	Other City Dept Op Grant Fund	19.62
11/25/2020	CINTAS CORP #630	00481996	4062689327	CHEMICALS-FULLER	General Fund	34.06
11/25/2020	CINTAS CORP #630	00481996	4062689327	DS1-FULLER	Other City Dept Op Grant Fund	19.62
11/25/2020	CINTAS CORP #630	00481997	4062695322	CHEMICALS-SENIOR CTR	General Fund	80.52
11/25/2020	CINTAS CORP #630	00481997	4062695322	DS1-SENIOR CTR	Other City Dept Op Grant Fund	39.24
11/25/2020	CINTAS CORP #630	00481998	4062694855	CHEMICALS-EVERETT ALVAREZ	General Fund	34.06
11/25/2020	CINTAS CORP #630	00481998	4062694855	DS1-EVERETT ALVAREZ	Other City Dept Op Grant Fund	19.62
11/25/2020	CINTAS CORP #630	00481999	4062694840	CHEMICALS-HENRY SCHMIDT	General Fund	34.06
11/25/2020	CINTAS CORP #630	00481999	4062694840	DS1-HENRY SCHMIDT	Other City Dept Op Grant Fund	19.62
11/25/2020	CINTAS CORP #630	00482000	4062812936	CHEMICALS-PARKWAY	General Fund	34.06
11/25/2020	CINTAS CORP #630	00482000	4062812936	DS1-PARKWAY	Other City Dept Op Grant Fund	19.62
11/25/2020	CINTAS CORP #630	00482001	4062955177	CHEMICALS-MONTAGUE	General Fund	34.06
11/25/2020	CINTAS CORP #630	00482001	4062955177	DS1-MONTAGUE	Other City Dept Op Grant Fund	19.62
11/25/2020	CINTAS CORP #630	00482002	4062955175	CHEMICALS-MONTAGUE SWIM	General Fund	34.06
11/25/2020	CINTAS CORP #630	00482002	4062955175	DS1-MONTAGUE SWIM	Other City Dept Op Grant Fund	19.62
11/25/2020	CINTAS CORP #630	00482003	4062956869	CHEMICALS-THOMAS BARRETT	General Fund	34.06
11/25/2020	CINTAS CORP #630	00482003	4062956869	DS1-THOMAS BARRETT	Other City Dept Op Grant Fund	19.62
11/25/2020	CINTAS CORP #630	00482057	4063095860	CHEMICALS-JENNY STRAND	General Fund	34.06

11/25/2020	CINTAS CORP #630	00482057	4063095860	DS1-JENNY STRAND	Other City Dept Op Grant Fund	19.62
11/25/2020	CINTAS CORP #630	00482058	4063095942	CHEMICALS-MAYWOOD	General Fund	34.06
11/25/2020	CINTAS CORP #630	00482058	4063095942	DS1-MAYWOOD	Other City Dept Op Grant Fund	19.62
11/25/2020	CINTAS CORP #630	00482059	4063095849	CHEMICALS-WESTWOOD	General Fund	34.06
11/25/2020	CINTAS CORP #630	00482059	4063095849	DS1-WESTWOOD	Other City Dept Op Grant Fund	16.35
11/25/2020	CINTAS CORP #630	00482061	4063092016	CHEMICALS-BRACHER	General Fund	20.42
11/25/2020	CINTAS CORP #630	00482061	4063092016	DS1-BRACHER	Other City Dept Op Grant Fund	9.81
11/25/2020	CINTAS CORP #630	00482062	4063095364	CHEMICALS-YSP	General Fund	34.06
11/25/2020	CINTAS CORP #630	00482062	4063095364	DS1-YSP	Other City Dept Op Grant Fund	19.62
11/25/2020	CINTAS CORP #630	00482064	4063106680	CHEMICALS-LARRY J MAR	General Fund	15.88
11/25/2020	CINTAS CORP #630	00482064	4063106680	DS1-LARRY J MAR	Other City Dept Op Grant Fund	6.54
11/25/2020	CINTAS CORP #630	00482065	4063106855	CHEMICALS-WARBURTON	General Fund	34.06
11/25/2020	CINTAS CORP #630	00482065	4063106855	DS1-WARBURTON	Other City Dept Op Grant Fund	19.62
11/25/2020	CINTAS CORP #630	00482069	4063097257	CHEMICALS-WAR MEMORIAL	General Fund	34.06
11/25/2020	CINTAS CORP #630	00482069	4063097257	DS1-WAR MEMORIAL	Other City Dept Op Grant Fund	19.62
11/25/2020	CINTAS CORP #630	00482158	4066652818	UNIFORMS-LICK MILL	General Fund	70.21
11/25/2020	CINTAS CORP #630	00482159	4066654014	UNIFORMS-CEMETERY	Cemetery	34.57
11/25/2020	CINTAS CORP #630	00482159	4066654014	CHEMICALS-CEMETERY	Cemetery	53.92
11/25/2020	CINTAS CORP #630	00482159	4066654014	DS1-CEMETERY	Other City Dept Op Grant Fund	19.62
11/25/2020	CINTAS CORP #630	00482160	4065994442	UNIFORMS-LICKMILL	General Fund	70.21
11/25/2020	CINTAS CORP #630	00482162	4065995322	UNIFORMS-CEMETERY	Cemetery	30.96
11/25/2020	CINTAS CORP #630	00482162	4065995322	CHEMICALS-CEMETERY	Cemetery	53.92
11/25/2020	CINTAS CORP #630	00482162	4065995322	DS1-CEMETERY	Other City Dept Op Grant Fund	19.62
11/25/2020	CINTAS CORP #630	00482306	4063097427	CHEMICALS-YAC	General Fund	53.61
11/25/2020	CINTAS CORP #630	00482306	4063097427	DS1-YAC	Other City Dept Op	4.97

Total for Payment No.:

3,038.96

Payment No: 017716

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	CINTAS CORP #630	00482111	4066098290	UNIFORMS	General Fund	82.27
11/25/2020	CINTAS CORP #630	00482112	4066409577	UNIFORMS	General Fund	65.67
11/25/2020	CINTAS CORP #630	00482113	4065753774	UNIFORMS	General Fund	143.59
Total for Payment No.:						291.53

Payment No: 017717

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	COMCAST	00482913	9/23/20AC815540065018221 3	CH 1500 Warburton Ave	Information Technology Service	154.72
11/25/2020	COMCAST	00482913	9/23/20AC815540065018221 3	IT 1405 Civic Cntr Dr	Information Technology Service	55.97
11/25/2020	COMCAST	00482913	9/23/20AC815540065018221 3	PD 1990 Walsh Ave	General Fund	148.24
11/25/2020	COMCAST	00482913	9/23/20AC815540065018221 3	FIRE 1177 Alviso St	General Fund	32.37
11/25/2020	COMCAST	00482913	9/23/20AC815540065018221 3	FIRE 1177 Alviso St	General Fund	41.15
11/25/2020	COMCAST	00482913	9/23/20AC815540065018221 3	PD 601 El Camino Real	General Fund	187.25
11/25/2020	COMCAST	00482913	9/23/20AC815540065018221 3	PD 3992 Rivermark Plz	General Fund	34.73
11/25/2020	COMCAST	00482913	9/23/20AC815540065018221 3	SR Cntr 1303 Fremont St	General Fund	126.75
Total for Payment No.:						781.18

Payment No: 017718

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	EAGLE SECURITY SERVICES	00482308	SVP1027	DOC DOOR ELECT STRIKE REPAIR	Electric Utility	620.00

Total for Payment No.: 620.00

Payment No: 017719

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	ECONOMIC & PLANNING SYSTEMS, INC.	00483103	181136-17	Amendment No. 1 - TESP Area Fe	General Fund	938.75
				Total for Payment No.:		938.75

Payment No: 017720

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	ENERGY & RESOURCE SOLUTIONS	00482156	11237	BUSINESS PB PROG 19-1 OCT2020	Elec OperatingGrant Trust Fund	43,245.69
11/25/2020	ENERGY & RESOURCE SOLUTIONS	00482156	11237	BUSINESS PB PROG 19-1 OCT2020	Elec OperatingGrant Trust Fund	9,435.42
11/25/2020	ENERGY & RESOURCE SOLUTIONS	00482156	11237	BUSINESS PB PROG 19-1 OCT2020	Elec OperatingGrant Trust Fund	13,366.85
11/25/2020	ENERGY & RESOURCE SOLUTIONS	00482156	11237	BUSINESS PB PROG 19-1 OCT2020	Elec OperatingGrant Trust Fund	4,717.71
11/25/2020	ENERGY & RESOURCE SOLUTIONS	00482156	11237	BUSINESS PB PROG 19-1 OCT2020	Elec OperatingGrant Trust Fund	7,862.85
11/25/2020	ENERGY & RESOURCE SOLUTIONS	00482156	11237	BUSINESS PB PROG 19-1 OCT2020	Elec OperatingGrant Trust Fund	6,300.00
				Total for Payment No.:		84,928.52

Payment No: 017721

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	EUROFINS EATON ANALYTICAL INC	00482302	L0540063	2020 OCT WATER SAMPLING	Water Utility	720.00
				Total for Payment No.:		720.00

Payment No: 017722

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	GARDENLAND POWER EQUIPMENT	00482171	811835	BR600 CA BLOWER	General Fund	535.12
11/25/2020	GARDENLAND POWER EQUIPMENT	00482783	776777A	CHAIN LOOP	General Fund	589.12

11/25/2020	GARDENLAND POWER EQUIPMENT	00482784	781509	MOUNT BRACKET	General Fund	23.98
11/25/2020	GARDENLAND POWER EQUIPMENT	00482785	787041	CHAIN LOOP	General Fund	147.23
11/25/2020	GARDENLAND POWER EQUIPMENT	00482786	787040	COVER MUFFLER	General Fund	94.96
11/25/2020	GARDENLAND POWER EQUIPMENT	00482786	787040	SERVICE AND REPAIR LABOR	General Fund	146.04
				Total for Payment No.:		1,536.45

Payment No: 017723

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	GATES & ASSOC	00483012	53496	GATES&ASSOCIATES-HOMERDIGE PLA	Parks And Recreation	1,624.50
11/25/2020	GATES & ASSOC	00483012	53496	RETENTION	Parks And Recreation	-81.23
				Total for Payment No.:		1,543.27

Payment No: 017724

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	GRAINGER	00482172	9685445844	RETROFIT BALL VALVE	General Fund	-220.30
11/25/2020	GRAINGER	00482173	9685582158	EDGER BLADE	General Fund	249.61
11/25/2020	GRAINGER	00482174	9690849147	TYPE I SAFETY CAN	General Fund	343.12
11/25/2020	GRAINGER	00483071	9707086402	BOOTS, PVC HIP LENGTH, STEEL T	Water Utility	399.86
				Total for Payment No.:		772.29

Payment No: 017725

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	GRANITE CONSTRUCTION CO	00482651	1902989	MATERIALS -LAS PALMAS TAFT	General Fund	1,030.55
11/25/2020	GRANITE CONSTRUCTION CO	00482651	1902989	MATERIALS -VENTURA	General Fund	191.27
11/25/2020	GRANITE CONSTRUCTION CO	00482652	1903734	MATERIALS-PERMIT-WILCOX GIANERA	General Fund	2,583.97
11/25/2020	GRANITE CONSTRUCTION CO	00482666	1904451	MATERIALS-RECON TAFT	General Fund	2,376.61
11/25/2020	GRANITE CONSTRUCTION CO	00482667	1905318	MATERIALS-RECON TAFT	General Fund	2,818.15
11/25/2020	GRANITE CONSTRUCTION CO	00482668	1906504	MATERIALS-PERMIT LAS PALMAS	General Fund	505.00
11/25/2020	GRANITE CONSTRUCTION CO	00482669	1914939	MATERIALS- RECON LUTHER	General Fund	1,084.18

11/25/2020	GRANITE CONSTRUCTION CO	00482670	1916111	MATERIAL-PERMIT & RECON JACKSN	General Fund	1,834.08
11/25/2020	GRANITE CONSTRUCTION CO	00482671	1916917	MATERIAL-CIVIC CENTER	General Fund	1,472.98
11/25/2020	GRANITE CONSTRUCTION CO	00482672	1918633	MATERIAL-RECON PHILLIPS AVE	General Fund	1,068.98
11/25/2020	GRANITE CONSTRUCTION CO	00482673	1919258	MATERIAL-RECON MURIEL CT	General Fund	819.61
11/25/2020	GRANITE CONSTRUCTION CO	00482674	1920484	MATERIALS-C&G JACKSON	General Fund	2,188.91
				Total for Payment No.:		17,974.29

Payment No: 017726

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	IMPERIAL SPRINKLER SUPPLY INC	00480060	3773710-00	CREDIT MEMO-GRISWOLD 2"	General Fund	-324.62
11/25/2020	IMPERIAL SPRINKLER SUPPLY INC	00482787	4300690-00	SPRINKLER MAINTENANCE	General Fund	389.18
11/25/2020	IMPERIAL SPRINKLER SUPPLY INC	00482788	4281296-02	RAINBIRD ROTOR POP UP	General Fund	1,183.07
11/25/2020	IMPERIAL SPRINKLER SUPPLY INC	00482789	4292643-00	RAINBIRD RAD ADJ	General Fund	114.20
11/25/2020	IMPERIAL SPRINKLER SUPPLY INC	00482791	4307041-00	GLUE PURPLE LOW	General Fund	45.30
11/25/2020	IMPERIAL SPRINKLER SUPPLY INC	00482796	4313056-00	RAINBIRD POP UP BODY	General Fund	35.97
11/25/2020	IMPERIAL SPRINKLER SUPPLY INC	00482804	4320162-00	RAINBIRD 5004 PLUS	General Fund	54.44
11/25/2020	IMPERIAL SPRINKLER SUPPLY INC	00482841	4330880-00	FTGUNION 1"	General Fund	24.05
11/25/2020	IMPERIAL SPRINKLER SUPPLY INC	00482842	4334092-00	COMPCOUP 1 1/4"	General Fund	35.72
11/25/2020	IMPERIAL SPRINKLER SUPPLY INC	00482843	4338387-00	REPAIR KIT	General Fund	86.07
11/25/2020	IMPERIAL SPRINKLER SUPPLY INC	00482844	4340050-00	MISC FLEXIBLE COUPLING	General Fund	10.13
11/25/2020	IMPERIAL SPRINKLER SUPPLY INC	00482845	4347877-01	RAINBIRD 12 STA	General Fund	1,416.57
11/25/2020	IMPERIAL SPRINKLER SUPPLY INC	00482846	4359431-00	HUNTER 1" GLASS FILLED	General Fund	178.52
11/25/2020	IMPERIAL SPRINKLER SUPPLY INC	00482847	4360344-00	MALE ADA PTER	General Fund	123.19
11/25/2020	IMPERIAL SPRINKLER SUPPLY INC	00482848	4367334-00		General Fund	77.82
11/25/2020	IMPERIAL SPRINKLER SUPPLY INC	00482892	4324156-00	RAINBIRD 5004	General Fund	317.92
				Total for Payment No.:		3,767.53

Payment No: 017727

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
--------------	-------------	-------------	-------------	-------------	-----------	-------------

11/25/2020	INFOSEND INC	00482752	180714	BILL PRINT & MAIL	General Fund	17,340.63
11/25/2020	INFOSEND INC	00482752	180714	ELECTRIC - SEPTEMBER INSERT	Electric Utility	29.73
11/25/2020	INFOSEND INC	00482752	180714	CMO - MISSION CITY SCENES-SEP	General Fund	30.89
11/25/2020	INFOSEND INC	00482752	180714	CMO - GARBAGE INSERT-SEP	General Fund	30.89
11/25/2020	INFOSEND INC	00482752	180714	ELECTRIC - OCTOBER INSERT	Electric Utility	1,786.47
11/25/2020	INFOSEND INC	00482752	180714	CMO - MISSION CITY SCENES-OCT	General Fund	1,484.67
11/25/2020	INFOSEND INC	00482752	180714	TAXABLE	General Fund	6,578.87
11/25/2020	INFOSEND INC	00482753	180715	TAX & LICENSE MAILING SERVICES	General Fund	1,415.39
11/25/2020	INFOSEND INC	00482753	180715	TAXABLE	General Fund	320.89
				Total for Payment No.:		29,018.43

Payment No: 017728

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	KIMLEY-HORN AND ASSOC INC	00482955	17364463	AGREEMENT FOR DESIGN PROFESSIO	Streets And Highways	8,424.00
				Total for Payment No.:		8,424.00

Payment No: 017729

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	KINOKUNIYA BOOKSTORES OF AMERICA CO. LTD	00481823	SJ1860	1241 AD BK	General Fund	288.93
11/25/2020	KINOKUNIYA BOOKSTORES OF AMERICA CO. LTD	00481824	SJ1861	1231 JUV BK	General Fund	92.61
				Total for Payment No.:		381.54

Payment No: 017730

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	LINNEA SHEEHY	00482956	2008	Contractor Payment for Classes	General Fund	347.20
11/25/2020	LINNEA SHEEHY	00482959	2004	Contractor Payment for Classes	General Fund	396.80
11/25/2020	LINNEA SHEEHY	00482960	2006	Contractor Payment for Classes	General Fund	496.00

11/25/2020	LINNEA SHEEHY	00482962	2003	Contractor Payment for Classes	General Fund	347.20
11/25/2020	LINNEA SHEEHY	00483092	2007	Contractor Payment for Classes	General Fund	535.20
11/25/2020	LINNEA SHEEHY	00483093	2012	Contractor Payment for Classes	General Fund	1,099.46
				Total for Payment No.:		3,221.86

Payment No: 017731

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	MBL & SONS, INC	00482372	63467-01 CPV OCT-2020	ST LAWRNC PBI PYMT #32 OCT-202	Elec OperatingGrant Trust Fund	2,364.72
11/25/2020	MBL & SONS, INC	00482381	75175-01 CPV OCT-2020	ST JUSTIN PBI PYMT #27 OCT-202	Elec OperatingGrant Trust Fund	774.94
				Total for Payment No.:		3,139.66

Payment No: 017732

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	MICHAEL BAKER INTERNATIONAL, INC.	00483081	1088421	PROFESSIONAL SVCS JUNE 2020	Deposit Funds.	2,480.00
11/25/2020	MICHAEL BAKER INTERNATIONAL, INC.	00483082	1090846	PROFESSIONAL SVCS AUG 2020	Deposit Funds.	665.00
11/25/2020	MICHAEL BAKER INTERNATIONAL, INC.	00483083	1093548	PROFESSIONAL SVCS AUG 2020	Deposit Funds.	545.00
11/25/2020	MICHAEL BAKER INTERNATIONAL, INC.	00483084	1096647	PROFESSIONAL SVCS SEPT 2020	Deposit Funds.	840.00
11/25/2020	MICHAEL BAKER INTERNATIONAL, INC.	00483085	1099215	PROFESSIONAL SVCS OCT 2020	Deposit Funds.	160.00
				Total for Payment No.:		4,690.00

Payment No: 017733

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	MIDWEST TAPE LLC	00482045	99562385	AUDIOBOOK CASES	General Fund	457.79
11/25/2020	MIDWEST TAPE LLC	00482047	99565966	1241 AD ABKS	General Fund	390.00
11/25/2020	MIDWEST TAPE LLC	00482047	99565966	1241 AD MCD'S	General Fund	44.28
11/25/2020	MIDWEST TAPE LLC	00482047	99565966	1241 AD DVD	General Fund	27.77
11/25/2020	MIDWEST TAPE LLC	00482049	99571493	1241 AD ABKS	General Fund	136.22
				Total for Payment No.:		1,056.06

Payment No: 017734

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	MT TIRE SERVICE	00482318	15134	TIRES- STOCK	Fleet Operation Fund	1,733.10
11/25/2020	MT TIRE SERVICE	00482318	15134	TIRE TAX- FEDERAL	Fleet Operation Fund	29.04
11/25/2020	MT TIRE SERVICE	00482318	15134	TIRE TAX- CA	Fleet Operation Fund	10.50
11/25/2020	MT TIRE SERVICE	00482319	15176	LABOR- V#3144 WO#128860	Fleet Operation Fund	35.00
11/25/2020	MT TIRE SERVICE	00482320	15177	TIRE- V#3009 WO#128747	Fleet Operation Fund	196.20
11/25/2020	MT TIRE SERVICE	00482320	15177	TIRE TAX- V#3009 WO#128747	Fleet Operation Fund	1.75
11/25/2020	MT TIRE SERVICE	00482320	15177	LABOR- V#3009 WO#128747	Fleet Operation Fund	25.00
11/25/2020	MT TIRE SERVICE	00482321	15161	LABOR-V#2892 WO#128768	Fleet Operation Fund	35.00
11/25/2020	MT TIRE SERVICE	00482322	15173	LABOR-FLEET SERVICE	Fleet Operation Fund	120.00
11/25/2020	MT TIRE SERVICE	00482323	15174	LABOR-V#3433 WO#128836	Fleet Operation Fund	25.00
				Total for Payment No.:		2,210.59

Payment No: 017735

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	NO CALIF POWER AGENCY	00482891	CVP1120002	WAPA REST FUND LEVELIZED NOV20	Electric Utility	185,965.29
11/25/2020	NO CALIF POWER AGENCY	00482891	CVP1120002	WAPA REST FUND LEVELIZED NOV20	Electric Utility	-35,965.29
				Total for Payment No.:		150,000.00

Payment No: 017736

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	NVIDIA CORP	00482382	63037-04 CPV OCT-2020	PBI SOLAR PROD PYMT #44 OCT-20	Elec OperatingGrant Trust Fund	4,520.61
				Total for Payment No.:		4,520.61

Payment No: 017737

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	PENINSULA BUILDING MATERIALS	00482179	55133	OLYMPIA #2 SAND WHITE	General Fund	21.26

11/25/2020	PENINSULA BUILDING MATERIALS	00482180	44180	SAND #30 MESH	General Fund	172.77
				Total for Payment No.:		194.03

Payment No: 017738

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	PFM ASSET MGMT LLC	00483090	SMA-M0920-19963	INVESTMENT MANAGEMENT SERVICES	General Fund	24,138.64
				Total for Payment No.:		24,138.64

Payment No: 017739

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	PG&E	00482850	2490226441-5 OCT2020	PUMP/ELEC-LAWRENCE/HSTEAD	Sewer Utility	10.05
11/25/2020	PG&E	00482850	2490226441-5 OCT2020	PUMP/4495 N 1ST ST	Sewer Utility	2,811.07
11/25/2020	PG&E	00482850	2490226441-5 OCT2020	POOL/2250 ROYAL	General Fund	68.78
11/25/2020	PG&E	00482850	2490226441-5 OCT2020	SR CNTR 1303 FREMONT ST	General Fund	225.53
11/25/2020	PG&E	00482850	2490226441-5 OCT2020	NORTHSIDE LIB 695 MORELAND WAY	General Fund	488.73
11/25/2020	PG&E	00482850	2490226441-5 OCT2020	FIRE-STA2 1900 WALSH AVE.	General Fund	133.57
11/25/2020	PG&E	00482850	2490226441-5 OCT2020	AUTO SVCS/1700 WALSH 50%	Fleet Operation Fund	72.98
11/25/2020	PG&E	00482850	2490226441-5 OCT2020	STREET/1700 WALSH 50%	General Fund	72.98
11/25/2020	PG&E	00482850	2490226441-5 OCT2020	CITY HALL-1500 WARBURTON	General Fund	1,147.88
11/25/2020	PG&E	00482850	2490226441-5 OCT2020	POLICE/601 EL CAMINO	General Fund	304.05
11/25/2020	PG&E	00482850	2490226441-5 OCT2020	COMM SVCS-1515 EL CAMINO REAL	General Fund	8.11
11/25/2020	PG&E	00482850	2490226441-5 OCT2020	BERMAN BLDG-1405 CIVIC CTR	General Fund	33.44
11/25/2020	PG&E	00482850	2490226441-5 OCT2020	FIRE/#1 777 BENTON	General Fund	445.16
11/25/2020	PG&E	00482850	2490226441-5 OCT2020	FIRE/#4-2323 PRUNERIDGE	General Fund	56.91
11/25/2020	PG&E	00482850	2490226441-5 OCT2020	POOL/BUCHER-REBIERO	General Fund	8.11
11/25/2020	PG&E	00482850	2490226441-5 OCT2020	POOL/BACHER-REBIERO STS	General Fund	673.53
11/25/2020	PG&E	00482850	2490226441-5 OCT2020	FIRE/#9-3011 CORVIN	General Fund	48.18
11/25/2020	PG&E	00482850	2490226441-5 OCT2020	GYM/2450 CABRILLO	General Fund	47.82
11/25/2020	PG&E	00482850	2490226441-5 OCT2020	SPORTS CTR/3445 BENTON	General Fund	16.67

11/25/2020	PG&E	00482850	2490226441-5 OCT2020	CRC/969 KIELY	General Fund	1,258.35
11/25/2020	PG&E	00482850	2490226441-5 OCT2020	FIRE/#3 2821 HOMESTEAD RD	General Fund	52.01
11/25/2020	PG&E	00482850	2490226441-5 OCT2020	LIBRARY/2635 HOMESTEAD	General Fund	232.73
11/25/2020	PG&E	00482850	2490226441-5 OCT2020	POOL/2625 PATRICIA	General Fund	6,577.02
11/25/2020	PG&E	00482850	2490226441-5 OCT2020	YOUTH SOCCER 5049 CENTENNIAL	General Fund	44.02
11/25/2020	PG&E	00482850	2490226441-5 OCT2020	FIRE/#10 2401 TALLUTO	General Fund	0.00
11/25/2020	PG&E	00482850	2490226441-5 OCT2020	PARKS/4750 LICK MILL BLVD	General Fund	8.11
11/25/2020	PG&E	00482850	2490226441-5 OCT2020	BACKUP GEN/2279 CALLE DE LUNA	Sewer Utility	8.65
11/25/2020	PG&E	00482850	2490226441-5 OCT2020	FIRE/#6-888 AGNEW RD	General Fund	90.77
11/25/2020	PG&E	00482850	2490226441-5 OCT2020	POOL/3750 DELA CRUZ	General Fund	25.23
11/25/2020	PG&E	00482850	2490226441-5 OCT2020	2975 LAFAYETTE ST.	General Fund	8.11
11/25/2020	PG&E	00482850	2490226441-5 OCT2020	POL SUBSTN/3992 RIVERMARK PLZ	General Fund	16.82
				Total for Payment No.:		14,995.37

Payment No: 017740

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	PLANET FUTSAL INC	00482965	1	Contractor Payment FY 20/21	General Fund	1,164.80
				Total for Payment No.:		1,164.80

Payment No: 017741

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	PRAXAIR DISTRIBUTION INC	00482181	99633585	CYLINDER RENTAL	General Fund	169.48
				Total for Payment No.:		169.48

Payment No: 017742

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	REFRIGERATION SUPPLIES DISTRIB	00482117	38460055-00	SVACA	Expendable Trust Funds	57.74
				Total for Payment No.:		57.74

Payment No: 017743

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	SPORTS, FITNESS & KARATE INC	00483098	SCPRFALL 2020-1	CONTRACTOR PAYMENT FOR CLASSES	General Fund	681.28
				Total for Payment No.:		681.28

Payment No: 017744

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	STAPLES ADVANTAGE	00482825	8059994965-BLDGINSP	OFFICE SUPPLIES	General Fund	13.48
11/25/2020	STAPLES ADVANTAGE	00482826	8059994965-BLDGMTCE	OFFICE SUPPLIES	General Fund	218.85
11/25/2020	STAPLES ADVANTAGE	00482827	8059994965-CITYCLERK	OFFICE SUPPLIES	General Fund	253.87
11/25/2020	STAPLES ADVANTAGE	00482828	8059994965-CMO	OFFICE SUPPLIES	General Fund	60.15
11/25/2020	STAPLES ADVANTAGE	00482829	8059994965-ELECGEN	OFFICE SUPPLIES	Electric Utility	222.63
11/25/2020	STAPLES ADVANTAGE	00482830	8059994965-ELECRES	OFFICE SUPPLIES	Electric Utility	25.83
11/25/2020	STAPLES ADVANTAGE	00482830	8059994965-ELECRES	OFFICE SUPPLIES	Electric Utility	25.82
11/25/2020	STAPLES ADVANTAGE	00482830	8059994965-ELECRES	OFFICE SUPPLIES	Electric Utility	25.82
11/25/2020	STAPLES ADVANTAGE	00482830	8059994965-ELECRES	OFFICE SUPPLIES	Electric Utility	25.82
11/25/2020	STAPLES ADVANTAGE	00482830	8059994965-ELECRES	OFFICE SUPPLIES	Electric Utility	43.60
11/25/2020	STAPLES ADVANTAGE	00482831	8059994965-ELECYARD	OFFICE SUPPLIES	Electric Utility	10.62
11/25/2020	STAPLES ADVANTAGE	00482832	8059994965-FINANCE	OFFICE SUPPLIES	General Fund	18.50
11/25/2020	STAPLES ADVANTAGE	00482832	8059994965-FINANCE	OFFICE SUPPLIES	General Fund	205.44
11/25/2020	STAPLES ADVANTAGE	00482833	8059994965-HR	OFFICE SUPPLIES	General Fund	28.09
11/25/2020	STAPLES ADVANTAGE	00482834	8059994965-PARKCH	OFFICE SUPPLIES	General Fund	58.17
11/25/2020	STAPLES ADVANTAGE	00482835	8059994965-PARK YAC	OFFICE SUPPLIES	General Fund	80.99
11/25/2020	STAPLES ADVANTAGE	00482836	8059994965-PARKYARD	OFFICE SUPPLIES	General Fund	63.96
11/25/2020	STAPLES ADVANTAGE	00482837	8059994965-POLICESPECIAL	OFFICE SUPPLIES	General Fund	151.70
11/25/2020	STAPLES ADVANTAGE	00482838	8059994965-POLICESVC	OFFICE SUPPLIES	General Fund	10.29
11/25/2020	STAPLES ADVANTAGE	00482839	8059994965-SRCTR	OFFICE SUPPLIES	General Fund	-176.97
11/25/2020	STAPLES ADVANTAGE	00482840	8059994965-WATER	OFFICE SUPPLIES	Sewer Utility	85.44
11/25/2020	STAPLES ADVANTAGE	00482840	8059994965-WATER	OFFICE SUPPLIES	Water Utility	85.46

Total for Payment No.: 1,537.56

Payment No: 017745

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	SUMMIT UNIFORMS	00482016	69626	Vest - V Paredes	General Fund	849.97
11/25/2020	SUMMIT UNIFORMS	00482018	69911	Vest - A Rodriguez	General Fund	849.97
11/25/2020	SUMMIT UNIFORMS	00482019	69932	Vest - G Deger	General Fund	849.97
11/25/2020	SUMMIT UNIFORMS	00482021	69962	Vest - J Craig	General Fund	849.97
11/25/2020	SUMMIT UNIFORMS	00482023	69963	Vest - J Mead	General Fund	849.97
11/25/2020	SUMMIT UNIFORMS	00482024	70469	Rain Jacket w/ patches	General Fund	301.53
11/25/2020	SUMMIT UNIFORMS	00482025	70050	Vest - P Gacayan	General Fund	849.97
Total for Payment No.:						5,401.35

Payment No: 017746

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	SUNE W12DG-C, LLC	00482007	CA-12-0396-23	ENERGY PURCH (SOLAR) OCT20	Electric Utility	7,527.41
Total for Payment No.:						7,527.41

Payment No: 017747

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	YSERCO INC	00482123	8438	PM NOV,DEC, JAN 2021	Public Buildings	5,213.50
Total for Payment No.:						5,213.50

Payment No: 017748

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	THERMAL MECHANICAL INC	00482153	80302	TRTION	Public Buildings	499.00
Total for Payment No.:						499.00

Payment No: 017749

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	UNIVERSAL SITE SERVICES	00482910	20031563	FRANKLIN SQUARE SWEEPING	Downtown Parking Maintenance D	2,067.00
				Total for Payment No.:		2,067.00

Payment No: 017750

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	US DEPT OF ENERGY	00482309	NNPB000271020	POWER BILL OCT20	Electric Utility	276,850.76
11/25/2020	US DEPT OF ENERGY	00482309	NNPB000271020	WREGIS PASS-THRU CHGS OCT20	Electric Utility	517.48
				Total for Payment No.:		277,368.24

Payment No: 017751

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	VALLEY FAIR MALL, LLC	00482384	63832-01 CPV OCT-20	PBI SOLAR PROD PYMT #34 OCT-20	Elec OperatingGrant Trust Fund	9,728.55
				Total for Payment No.:		9,728.55

Payment No: 017752

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	WAXIE SANITARY SUPPLY	00482185	79600670	PAPER TOWELS	General Fund	32.31
				Total for Payment No.:		32.31

Payment No: 017753

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	WESCO DISTRIBUTION	00482385	62602-01 CPV OCT-20	PBI SOLAR PROD PYMT #35 OCT-20	Elec OperatingGrant Trust Fund	175.27
				Total for Payment No.:		175.27

Payment No: 017754

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	WESTERN UTILITY TELECOM, INC.	00482954	9368	GALVANIZED STEEL POLES STRUCTU	Electric Utility Construction	941.50
				Total for Payment No.:		941.50

Payment No: 017755

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	WILLIAMS SCOTSMAN INC	00482388	5980660	FINAL RENT 7/16/18-7/20/18	Electric Utility Construction	58.35
11/25/2020	WILLIAMS SCOTSMAN INC	00482388	5980660	RETURN 40 CONTAINER	Electric Utility Construction	268.34
11/25/2020	WILLIAMS SCOTSMAN INC	00482388	5980660	FUEL SURCHARGE RETURN	Electric Utility Construction	53.67
11/25/2020	WILLIAMS SCOTSMAN INC	00482388	5980660	RETURN FREIGHT	Electric Utility Construction	109.00
11/25/2020	WILLIAMS SCOTSMAN INC	00482389	5980661	FINAL RENT 7/16/18-7/20/18	Electric Utility Construction	58.35
11/25/2020	WILLIAMS SCOTSMAN INC	00482389	5980661	RETURN 40 CONTAINER	Electric Utility Construction	268.34
11/25/2020	WILLIAMS SCOTSMAN INC	00482389	5980661	FUEL SURCHARGE RETURN	Electric Utility Construction	53.67
11/25/2020	WILLIAMS SCOTSMAN INC	00482389	5980661	RETURN FREIGHT	Electric Utility Construction	109.00
				Total for Payment No.:		978.72
				Overall Total		1,337,462.72



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

Run Date 11/24/2020
Run Time 9:56:47 AM

Sorted by Payment Number

Payment No: 647273

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	CALIFORNIA DEPARTMENT OF PUBLIC HEALTH	00482299	26744OCT2020	2021 WATER HAULER LICENSE RENW	Water Utility	473.00
				Total for Payment No.:		473.00

Payment No: 647274

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	DKS ASSOC	00483112	0073120-1	AGREEMENT FOR ON-CALL TRAFFIC	Streets And Highways	3,435.00
11/25/2020	DKS ASSOC	00483113	0073796	AGREEMENT FOR ON-CALL TRAFFIC	Streets And Highways	7,660.00
11/25/2020	DKS ASSOC	00483114	0074234	AGREEMENT FOR ON-CALL TRAFFIC	Streets And Highways	4,945.00
11/25/2020	DKS ASSOC	00483115	0074481	AGREEMENT FOR ON-CALL TRAFFIC	Streets And Highways	2,900.00
				Total for Payment No.:		18,940.00

Payment No: 647275

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	JEREMY SCHMIDT	00483087	29462SEPT2020	REIMB SUPPLIES FOR TRAINING	General Fund	42.03
				Total for Payment No.:		42.03

Payment No: 647276

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	JOSEPH JOHN BRUZZONE	00481086	25173OCT2020	CELL PHONE CASE REIMB	Electric Utility	126.89
				Total for Payment No.:		126.89

Payment No: 647277

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	KARL GERNER	00482251	44924-07 Utility Refund	UTILITY REFUND	General Fund	27.98
				Total for Payment No.:		27.98

Payment No: 647278

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	LUDGERO SOARES	00482237	43131-16 Utility Refund	UTILITY REFUND	General Fund	11.88
				Total for Payment No.:		11.88

Payment No: 647279

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	STATE WATER RESOURCES CONTROL	00482890	SW-0198765	CE 16-17-13 REED&GRANT PERMIT	Parks And Recreation	905.00
				Total for Payment No.:		905.00

Payment No: 647280

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	ALL STATE POLICE EQUIPMENT CO	00483068	0110562-IN	3M PELTOR EAR CUSHIONS	Police Operating Grant Fund	964.24
11/25/2020	ALL STATE POLICE EQUIPMENT CO	00483069	0110693-IN	3M PELTOR COMM HEADSET	Police Operating Grant Fund	12,533.14
11/25/2020	ALL STATE POLICE EQUIPMENT CO	00483069	0110693-IN	3M PELTOR ADAPTER	Police Operating Grant Fund	4,246.86
11/25/2020	ALL STATE POLICE EQUIPMENT CO	00483070	0110266-IN	3M PELTOR BALLISTIC HELMET	Police Operating Grant Fund	19,416.85
				Total for Payment No.:		37,161.09

Payment No: 647281

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	AMERESCO	00482020	39460	ENERGY (LANDFILL GAS) OCT20	Electric Utility	45,439.37
				Total for Payment No.:		45,439.37

Payment No: 647282

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	APPLIED INDUSTRIAL TECHNOLOGIES INC	00482108	7019902279	PD AHU REPAIR	General Fund	191.91
				Total for Payment No.:		191.91

Payment No: 647283

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	ARCA RECYCLING INC	00482386	55000	FRIDGE/FREEZER RECYCLE OCT2020	Elec OperatingGrant Trust Fund	1,800.00
				Total for Payment No.:		1,800.00

Payment No: 647284

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	AT&T CALNET	00482919	000015354601	Circuit 9391023685	Information Technology Service	33.47
11/25/2020	AT&T CALNET	00482920	000015354643	Circuit 9391023687	Information Technology Service	66.08
11/25/2020	AT&T CALNET	00482921	000015375121	Engr 9391023694	Information Technology Service	21.81
11/25/2020	AT&T CALNET	00482922	000015368849	Comm 9391023695	Information Technology Service	5,559.28
11/25/2020	AT&T CALNET	00482923	000015369701	Gen 9391054149	Information Technology Service	55.70
11/25/2020	AT&T CALNET	00482924	000015368836	BM9391023697	Information Technology Service	213.48
11/25/2020	AT&T CALNET	00482925	000015368867	CA 9391023698	Information Technology Service	40.35
11/25/2020	AT&T CALNET	00482926	000015368843	CC 9391023699	Information Technology Service	62.13
11/25/2020	AT&T CALNET	00482927	000015368853	CM 9391023700	Information Technology Service	20.16
11/25/2020	AT&T CALNET	00482928	000015368839	FIN 9391023701	Information Technology Service	206.71
11/25/2020	AT&T CALNET	00482929	000015368842	PLAN 9391023702	Information Technology Service	233.34

11/25/2020	AT&T CALNET	00482929	000015368842	Berryessa260-1826 Alarm line	General Fund	62.14
11/25/2020	AT&T CALNET	00482930	000015368847	LIB9391023703	Information Technology Service	213.21
11/25/2020	AT&T CALNET	00482931	000015368864	AUTO 9391023704	Information Technology Service	62.13
11/25/2020	AT&T CALNET	00482932	000015368858	ENGR 9391023705	Information Technology Service	127.95
11/25/2020	AT&T CALNET	00482933	000015368855	HR 9391023706	Information Technology Service	22.02
11/25/2020	AT&T CALNET	00482934	000015368848	CEM 9391023707	Cemetery	63.80
11/25/2020	AT&T CALNET	00482935	000015368837	PR 9391023708	Information Technology Service	802.51
11/25/2020	AT&T CALNET	00482936	000015368846	SR CTR 9391023709	Information Technology Service	83.95
11/25/2020	AT&T CALNET	00482937	000015368852	CRC 9391023710	Information Technology Service	43.62
11/25/2020	AT&T CALNET	00482938	000015368841	PD9391023711	Information Technology Service	3,827.03
11/25/2020	AT&T CALNET	00482938	000015368841	PD246-8216/984-5278	General Fund	71.76
11/25/2020	AT&T CALNET	00482939	000015368862	PURCH 9391023712	Information Technology Service	43.65
11/25/2020	AT&T CALNET	00482940	000015368845	ST 9391023713	Information Technology Service	225.40
11/25/2020	AT&T CALNET	00482940	000015368845	Conv. Ctr986-1335 security boo	Convention Cnt Maintenance Dis	28.17
11/25/2020	AT&T CALNET	00482940	000015368845	auto dialer970-8644	Solid Waste Utility-Constructi	28.17
11/25/2020	AT&T CALNET	00482941	000015368840	FD 9391023714	Information Technology Service	818.58
11/25/2020	AT&T CALNET	00482942	000015368838	IT 9391023715	Information Technology Service	425.21
11/25/2020	AT&T CALNET	00482942	000015368838	Water	Water Utility	50.00
11/25/2020	AT&T CALNET	00482943	000015368850	IT (615 & 261 #s) 9391023716	Information Technology Service	455.64
11/25/2020	AT&T CALNET	00482943	000015368850	Water	Water Utility	181.73
11/25/2020	AT&T CALNET	00482943	000015368850	Sewer	Sewer Utility	181.73
11/25/2020	AT&T CALNET	00482944	000015368835	ENGR 9391023717	General Fund	327.15

11/25/2020	AT&T CALNET	00482945	000015368856	LIB 9391023718	General Fund	251.90
11/25/2020	AT&T CALNET	00482946	000015368844	PARKS 9391023719	General Fund	220.39
11/25/2020	AT&T CALNET	00482947	000015368851	PD 9391023720	General Fund	43.70
11/25/2020	AT&T CALNET	00482948	000015368861	TAS GAR9391023724	General Fund	676.11
11/25/2020	AT&T CALNET	00482950	000015369702	CRC 9391054153	Information Technology Service	16.76
11/25/2020	AT&T CALNET	00482951	000015370189	Morse Mansion9391064468	General Fund	44.30
11/25/2020	AT&T CALNET	00482952	000015370215	Police-Alarms9391065446	Information Technology Service	41.98
11/25/2020	AT&T CALNET	00482953	000015325815	Conference 9391060106	Other City Dept Op Grant Fund	326.66
11/25/2020	AT&T CALNET	00483055	000015368832COR	COMM SRVS9391048040	General Fund	21.81
Total for Payment No.:						16,301.67

Payment No: 647286

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	AT&T MOBILITY	00482094	287286334235X08192020	FIRE	General Fund	98.72
11/25/2020	AT&T MOBILITY	00482094	287286334235X08192020	FIRE	General Fund	97.96
11/25/2020	AT&T MOBILITY	00482094	287286334235X08192020	FIRE	General Fund	3,576.41
Total for Payment No.:						3,773.09

Payment No: 647287

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	AT&T MOBILITY	00482095	287286334235X09192020	FIRE	General Fund	49.36
11/25/2020	AT&T MOBILITY	00482095	287286334235X09192020	FIRE	General Fund	97.96
11/25/2020	AT&T MOBILITY	00482095	287286334235X09192020	FIRE	General Fund	3,625.77
Total for Payment No.:						3,773.09

Payment No: 647288

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
--------------	-------------	-------------	-------------	-------------	-----------	-------------

11/25/2020	AT&T MOBILITY	00482099	828850115X10162020	ADMIN	Information Technology Service	43.74
11/25/2020	AT&T MOBILITY	00482099	828850115X10162020	ADMIN	General Fund	43.23
11/25/2020	AT&T MOBILITY	00482099	828850115X10162020	ADMIN	Other City Dept Op Grant Fund	61.02
11/25/2020	AT&T MOBILITY	00482099	828850115X10162020	ADMIN	General Fund	125.22
				Total for Payment No.:		273.21

Payment No: 647289

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	AT&T MOBILITY	00482101	828848268X10162020	BLDG MAINTENANCE	General Fund	411.50
				Total for Payment No.:		411.50

Payment No: 647290

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	AT&T MOBILITY	00482191	876361352X10162020	DPW	General Fund	107.40
				Total for Payment No.:		107.40

Payment No: 647291

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	AT&T MOBILITY	00482193	287288153081X10162020	PD MDC	General Fund	2,066.29
				Total for Payment No.:		2,066.29

Payment No: 647292

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	AT&T MOBILITY	00482298	828928594X10162020	STREETS	General Fund	180.16
11/25/2020	AT&T MOBILITY	00482298	828928594X10162020	STREETS	General Fund	159.37
11/25/2020	AT&T MOBILITY	00482298	828928594X10162020	STREETS	General Fund	159.37
11/25/2020	AT&T MOBILITY	00482298	828928594X10162020	STREETS	General Fund	97.00
11/25/2020	AT&T MOBILITY	00482298	828928594X10162020	STREETS	General Fund	97.00

11/25/2020	AT&T MOBILITY	00482298	828928594X10162020	STREETS	Solid Waste Utility-Constructi	26.24
Total for Payment No.:						719.14
Payment No: 647293						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	AT&T MOBILITY	00482300	287286334235X10192020	FIRE	General Fund	138.28
11/25/2020	AT&T MOBILITY	00482300	287286334235X10192020	FIRE	General Fund	3,636.27
Total for Payment No.:						3,774.55
Payment No: 647294						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	AZCO SUPPLY, INC.	00483074	282959	PHOTO-EYE, MULTI-TAP, VOLTAGE	Electric Utility	17,158.78
Total for Payment No.:						17,158.78
Payment No: 647295						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	BAKER DISTRIBUTING COMPANY LLC	00482109	BP19887	STREET AC	General Fund	69.76
11/25/2020	BAKER DISTRIBUTING COMPANY LLC	00482110	BP41926	SUPPLIES	General Fund	164.20
Total for Payment No.:						233.96
Payment No: 647296						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	BANK UP CORP	00482751	4285	OUTSOURCE CASH RECEIPTS	General Fund	3,114.23
Total for Payment No.:						3,114.23
Payment No: 647297						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	BESOSIE GANAL	00482369	61559-01 CPV OCT-2020	PBI OCT-2020 PYMT #38 VALLY HO	Elec OperatingGrant	1,616.06

Total for Payment No.:

1,616.06

Payment No: 647298

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	BRIGHTVIEW LANDSCAPE SERVICES, INC.	00483003	7087075	ADDITIONAL SERVICE - CONTINGEN	Convention Cnt Maintenance Dis	1,880.00
				Total for Payment No.:		1,880.00

Payment No: 647299

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	CONSOLIDATED ENGINEERING	00483110	179488	SERRA SUB REBUILD SOIL SAMPLES	Electric Utility Construction	5,684.91
				Total for Payment No.:		5,684.91

Payment No: 647300

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	CRANE WORKS INC	00482894	S15960	INSPECTION V29651 WO128928	Fleet Operation Fund	500.00
				Total for Payment No.:		500.00

Payment No: 647301

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	CSG CONSULTANTS INC	00483100	32369	DESIGN SERVICES FOR PAVEMENT M	Streets And Highways	1,670.00
11/25/2020	CSG CONSULTANTS INC	00483101	32675	DESIGN SERVICES FOR PAVEMENT M	Streets And Highways	3,680.00
11/25/2020	CSG CONSULTANTS INC	00483102	33196	DESIGN SERVICES FOR PAVEMENT M	Streets And Highways	6,845.00
				Total for Payment No.:		12,195.00

Payment No: 647302

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	D&M TRAFFIC SERVICES	00482165	74676	WHITE MARKING CHALK	General Fund	58.26
				Total for Payment No.:		58.26

Payment No: 647303

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	DEVIL MOUNTAIN WHOLESALE	00482164	7080007	QUERCUS SHUMARDI	General Fund	545.00
				Total for Payment No.:		545.00

Payment No: 647304

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	DLT SOLUTIONS LLC	00479125	SI491233	DLT PART NO. 9701-0148 AUTOCAD	Electric Utility	13,398.21
11/25/2020	DLT SOLUTIONS LLC	00479125	SI491233	DLT PART NO. 9701-1001828 AUTO	Electric Utility	392.00
11/25/2020	DLT SOLUTIONS LLC	00479125	SI491233	DLT PART NO. 9701-1004929 AUTO	Electric Utility	20,328.23
11/25/2020	DLT SOLUTIONS LLC	00479125	SI491233	DLT PART NO. 9701-1008764 AUTO	Electric Utility	4,527.60
				Total for Payment No.:		38,646.04

Payment No: 647305

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	EQUIFAX CREDIT INFORMATION SVC	00482089	6093922	Stadium BackGrounds Credit chk	General Fund	37.49
				Total for Payment No.:		37.49

Payment No: 647306

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	FAST UNDERCAR SANTA CLARA	00482314	168071	PARTS- V#2870	Fleet Operation Fund	15.85
11/25/2020	FAST UNDERCAR SANTA CLARA	00482315	168136	PARTS-V#3383	Fleet Operation Fund	131.20
11/25/2020	FAST UNDERCAR SANTA CLARA	00482316	168158	PARTS-V#3086	Fleet Operation Fund	71.38

11/25/2020	FAST UNDERCAR SANTA CLARA	00482317	168339	PARTS-STOCK	Fleet Operation Fund	215.23
				Total for Payment No.:		433.66
Payment No: 647307						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	GAMETIME	00482169	PJI-0147847	POST MT AUTOMATIC SANITIZER ST	Parks And Recreation	1,291.33
11/25/2020	GAMETIME	00483080	PJI-0147849	POST MOUNTED AUTOMATIC HOLDER;	Parks And Recreation	19,361.20
11/25/2020	GAMETIME	00483080	PJI-0147849	FREIGHT	Parks And Recreation	825.00
				Total for Payment No.:		21,477.53
Payment No: 647308						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	GRAYBAR ELECTRIC	00483104	9318446475	CONFIGURATION #1	Electric Utility Construction	25,538.70
11/25/2020	GRAYBAR ELECTRIC	00483104	9318446475	CONFIGURATION #2	Electric Utility Construction	12,556.80
				Total for Payment No.:		38,095.50
Payment No: 647309						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	GTT COMMUNICATIONS INC	00482028	INV4171065	INTERNET SVCS 881/1705 NOV20	Electric Utility	6,393.06
				Total for Payment No.:		6,393.06
Payment No: 647310						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	HEALTHINVEST HRA	00483078	32307NOV2020	VEBA ADMINISTRATOR - \$2,500 MO	General Fund	2,500.00
				Total for Payment No.:		2,500.00
Payment No: 647311						

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	HOME DEPOT USA	00482176	581861713	55 GAL DISINFECT SOL	Other City Dept Op Grant Fund	926.49
11/25/2020	HOME DEPOT USA	00482177	581795622	DRUM PUMP GRAY	General Fund	27.78
11/25/2020	HOME DEPOT USA	00482178	581577756	1 GAL DISINFECT SOL	Other City Dept Op Grant Fund	1,852.13
				Total for Payment No.:		2,806.40

Payment No: 647312

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	HOME DEPOT USA	00481951	582600375	TWIST LOOP DUST MOP	General Fund	133.42
				Total for Payment No.:		133.42

Payment No: 647313

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	HOUSEKEYS INC	00483106	2020-92-7-07-OCT 2020	HOUSEKEYS FY20/21 Program Admi	City Affordable Housing	13,000.00
				Total for Payment No.:		13,000.00

Payment No: 647314

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	ICONIX WATERWORKS (US) INC	00481961	U2016039771	4 FORD F1 REPAIR	General Fund	129.02
11/25/2020	ICONIX WATERWORKS (US) INC	00481962	U2016039287	6 SCH80 854P VAN STONE	General Fund	114.83
11/25/2020	ICONIX WATERWORKS (US) INC	00481963	U2016036771	4 TRU UNION STANDARD BALL VALV	General Fund	705.56
				Total for Payment No.:		949.41

Payment No: 647315

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	INDUSTRIAL PLUMBING SUPPLY	00482114	90296	COVID TOUCHLESS TOILETS	Other City Dept Op Grant Fund	1,987.24
				Total for Payment No.:		1,987.24

Payment No: 647316

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	IRON MOUNTAIN	00482303	202233914	DATA STORAGE	Information Technology Service	1,953.29
				Total for Payment No.:		1,953.29

Payment No: 647317

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	JAM SERVICES INC	00483079	138254	FLASHER, SOLID STATE, RENO A&E	Electric Utility	65.40
				Total for Payment No.:		65.40

Payment No: 647318

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	JAMAL BOUDI	00482387	R220-EVC-068	EV CRGER; ACCT 28575-06	Elec OperatingGrant Trust Fund	1,000.00
				Total for Payment No.:		1,000.00

Payment No: 647319

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	JOHNSTONE SUPPLY	00482115	25-S100671378.002	SUPPLIES	General Fund	209.76
11/25/2020	JOHNSTONE SUPPLY	00482116	25-S100671386.001	SUPPLIES	General Fund	123.18
				Total for Payment No.:		332.94

Payment No: 647320

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	JOYFUL MELODIES CORP	00482958	240921 4186	Contractor Payment FY 20/21	General Fund	160.00
				Total for Payment No.:		160.00

Payment No: 647321

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	K9 STORM INC	00482362	200701	VPSS K9 patrol vest - 3rd of 4	Police Operating Grant Fund	3,099.00
11/25/2020	K9 STORM INC	00482362	200701	VPSS K9 patrol vest - 4th of 4	Police Operating Grant Fund	3,099.00
				Total for Payment No.:		6,198.00

Payment No: 647322

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	KELLY-MOORE PAINT CO	00481959	817-00000408413	1685-333 DURAPOXY	General Fund	47.62
				Total for Payment No.:		47.62

Payment No: 647323

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	LEADMAN ELECTRONICS USA, INC	00482371	61768-05 CPV OCT-2020	PBI SOLAR PROD PYMT #60 OCT 20	Elec OperatingGrant Trust Fund	2,309.67
				Total for Payment No.:		2,309.67

Payment No: 647324

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	LIBERTY LABS, LLC	00483005	1604190	TRAIN TRACK Cloud + Client Ann	Electric Utility	1,049.00
11/25/2020	LIBERTY LABS, LLC	00483005	1604190	TRAIN TRACK Cloud + Client Use	Electric Utility	52.00
				Total for Payment No.:		1,101.00

Payment No: 647325

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	LUPE LIMA	00483057	35134	Tire Change on Police Vehcile	General Fund	112.50
11/25/2020	LUPE LIMA	00483058	35094	SCPD CASE# 20-1029032	General Fund	1,500.00
11/25/2020	LUPE LIMA	00483062	33778	SCPD CASE# 20-1026-102	General Fund	1,500.00
				Total for Payment No.:		3,112.50

Payment No: 647326

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	MAD SCIENCE OF THE BAY AREA	00483095	24285	CHANGE ORDER # 1: ADDITIONAL F	General Fund	955.20
				Total for Payment No.:		955.20

Payment No: 647327

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	MERRY MART UNIFORMS INC	00483066	31167	BIKE PATROL UNIFORMS	General Fund	649.52
				Total for Payment No.:		649.52

Payment No: 647328

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	MICROSOFT CORPORATION	00482029	16658NOV2020	REFUND-PREPAID FIBER LEASE	Electric Utility	815.13
11/25/2020	MICROSOFT CORPORATION	00482029	16658NOV2020	REFUND-PREPAID 3RD PARTY FEES	Electric Utility	430.08
				Total for Payment No.:		1,245.21

Payment No: 647329

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	MTH ENGINEERS INC	00480772	12307	ENG/CON DESIGN SEP2020	Electric Utility Construction	22,848.00
11/25/2020	MTH ENGINEERS INC	00481623	12309	ENG/CON DESIGN OCT2020	Electric Utility Construction	23,936.00
11/25/2020	MTH ENGINEERS INC	00483107	12308	ENGINEERING SERVICES FOR FAIRV	Electric Utility Construction	16,730.00
				Total for Payment No.:		63,514.00

Payment No: 647330

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	NAPA AUTO PARTS	00482799	5983-606059	PARTS-STOCK	Fleet Operation Fund	14.82
				Total for Payment No.:		14.82

Payment No: 647331

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	NAPA AUTO PARTS	00482326	5983-598330	NO TAX CHGD REF V#00482339	Fleet Operation Fund	73.01
11/25/2020	NAPA AUTO PARTS	00482327	5983-598720	NO TAX CHGD REF V#00482341	Fleet Operation Fund	329.99
11/25/2020	NAPA AUTO PARTS	00482328	5983-599761	NO TAX CHGD REF V#00482344	Fleet Operation Fund	166.95
11/25/2020	NAPA AUTO PARTS	00482329	5983-600382	NO TAX CHGD REF V#00482333	Fleet Operation Fund	11.07
11/25/2020	NAPA AUTO PARTS	00482330	5983-600467	NO TAX CHGD REF V#00482335	Fleet Operation Fund	12.02
11/25/2020	NAPA AUTO PARTS	00482331	5983-600612	NO TAX CHGD REF V#00482337	Fleet Operation Fund	28.32
11/25/2020	NAPA AUTO PARTS	00482332	5983-600764	NO TAX CHGD REF V#00482346	Fleet Operation Fund	21.76
11/25/2020	NAPA AUTO PARTS	00482333	5983-600846	CREDIT ISSUED REF V#00482329	Fleet Operation Fund	-11.07
11/25/2020	NAPA AUTO PARTS	00482334	5983-600848	PARTS- V#3021	Fleet Operation Fund	12.07
11/25/2020	NAPA AUTO PARTS	00482335	5983-600850	CREDIT ISSUED REF V#00482330	Fleet Operation Fund	-12.02
11/25/2020	NAPA AUTO PARTS	00482336	5983-600851	PARTS-V#3464	Fleet Operation Fund	13.10
11/25/2020	NAPA AUTO PARTS	00482337	5983-600861	CREDIT ISSUED REF V#004823313	Fleet Operation Fund	-28.32
11/25/2020	NAPA AUTO PARTS	00482338	5983-600862	PARTS- V#3335	Fleet Operation Fund	30.87
11/25/2020	NAPA AUTO PARTS	00482339	5983-600857	CREDIT ISSUED REF V#00482326	Fleet Operation Fund	-73.01
11/25/2020	NAPA AUTO PARTS	00482340	5983-600858	PARTS- V#2854	Fleet Operation Fund	79.58
11/25/2020	NAPA AUTO PARTS	00482341	5983-600869	CREDIT ISSUED REF V#00482327	Fleet Operation Fund	-329.99
11/25/2020	NAPA AUTO PARTS	00482342	5983-600870	PARTS- STOCK	Fleet Operation Fund	359.69
11/25/2020	NAPA AUTO PARTS	00482343	5983-601433	NO TAX CHGD REF V#00482348	Fleet Operation Fund	166.27
11/25/2020	NAPA AUTO PARTS	00482344	5983-601666	CREDIT ISSUED REF V#00482328	Fleet Operation Fund	-166.95
11/25/2020	NAPA AUTO PARTS	00482345	5983-601668	PARTS- V#3464	Fleet Operation Fund	181.98
11/25/2020	NAPA AUTO PARTS	00482346	5983-601673	CREDIT ISSUED REF V#00482332	Fleet Operation Fund	-21.76
11/25/2020	NAPA AUTO PARTS	00482347	5983-601674	PARTS-V#3233	Fleet Operation Fund	23.72
11/25/2020	NAPA AUTO PARTS	00482348	5983-602293	CREDIT ISSUED REF V#00482343	Fleet Operation Fund	-166.27
11/25/2020	NAPA AUTO PARTS	00482349	5983-602295	PARTS- STOCK	Fleet Operation Fund	181.23
11/25/2020	NAPA AUTO PARTS	00482350	5983-602876	PARTS- V#1423	Fleet Operation Fund	15.83
11/25/2020	NAPA AUTO PARTS	00482351	5983-604452	PARTS- V#3053	Fleet Operation Fund	10.17
11/25/2020	NAPA AUTO PARTS	00482352	5983-604604	PARTS- V#3306	Fleet Operation Fund	16.60
11/25/2020	NAPA AUTO PARTS	00482353	5983-604695	PARTS- V#3435	Fleet Operation Fund	363.95

11/25/2020	NAPA AUTO PARTS	00482354	5983-605588	PARTS- STOCK	Fleet Operation Fund	306.85
11/25/2020	NAPA AUTO PARTS	00482355	5983-605591	CREDIT- CORE RETRND	Fleet Operation Fund	-121.11
11/25/2020	NAPA AUTO PARTS	00482356	5983-605638	PARTS- V#3113	Fleet Operation Fund	30.87
11/25/2020	NAPA AUTO PARTS	00482357	5983-605853	PARTS- V#2344	Fleet Operation Fund	4.76
11/25/2020	NAPA AUTO PARTS	00482358	5983-605891	PARTS- V#2344	Fleet Operation Fund	25.19
11/25/2020	NAPA AUTO PARTS	00482359	5983-606517	PARTS- V#3086	Fleet Operation Fund	225.48
11/25/2020	NAPA AUTO PARTS	00482360	5983-606640	PARTS- STOCK	Fleet Operation Fund	72.29
11/25/2020	NAPA AUTO PARTS	00482361	5983-606687	PARTS- V#3086	Fleet Operation Fund	49.28
				Total for Payment No.:		1,882.40

Payment No: 647333

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	NEWTRON LLC	00483109	114302	MATERIALS FOR PUBLIC WORKS CON	Electric Utility Construction	315,000.00
11/25/2020	NEWTRON LLC	00483109	114302	RETENTION	Electric Utility Construction	-15,750.00
				Total for Payment No.:		299,250.00

Payment No: 647334

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	ORCHARD COMMERCIAL, INC	00483000	9448NOV2020	FY 2020-21 PROPERTY MANAGEMENT	Convention Cnt Maintenance Dis	6,459.00
				Total for Payment No.:		6,459.00

Payment No: 647335

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	PACIFIC GAS & ELECTRIC CO	00482033	0007959347-1	BUCKS CREEK RELICENSING SEP20	Electric Utility Construction	34,324.45
				Total for Payment No.:		34,324.45

Payment No: 647336

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	PACKET FUSION INC	00482304	SLSI-1006559	MDF KIT-SMALL	Information Technology Service	177.24
11/25/2020	PACKET FUSION INC	00482305	SLSI-1006570	IP PHONE IP485G	Information Technology Service	5,050.65
				Total for Payment No.:		5,227.89

Payment No: 647337

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	PAETEC	00482307	73160862	TELEPHONE SERVICES	Information Technology Service	66.67
11/25/2020	PAETEC	00482307	73160862	Annual ongoing telephone servi	Information Technology Service	5,047.33
				Total for Payment No.:		5,114.00

Payment No: 647338

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	PET FOOD EXPRESS	00482363	34-2010SN	K9 food - handler Ogg	General Fund	450.53
				Total for Payment No.:		450.53

Payment No: 647339

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	PETERSON TRACTOR CO	00482324	PC001716713	PARTS- STOCK	Fleet Operation Fund	787.19
				Total for Payment No.:		787.19

Payment No: 647340

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	QUESTICA, INC.	00483091	INV104829	DEVELOPMENT OF A MUNICIPAL FEE	General Fund	7,500.00
				Total for Payment No.:		7,500.00

Payment No: 647341

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	R & B CO	00483072	S1975767.001	TRENCH TAPE 1000'	Water Utility Construction	91.56
				Total for Payment No.:		91.56

Payment No: 647342

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	ROSS RECREATION EQUIPMENT INC	00483111	I17755	102-32SH; 32-GALLON STEEL RECE	Parks And Recreation	8,564.13
11/25/2020	ROSS RECREATION EQUIPMENT INC	00483111	I17755	58-80; 8' CAST BENCH, STEEL SE	Parks And Recreation	4,488.24
11/25/2020	ROSS RECREATION EQUIPMENT INC	00483111	I17755	COMBINED SHIPPING	Parks And Recreation	1,672.00
				Total for Payment No.:		14,724.37

Payment No: 647343

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	SAFETY-KLEEN SYSTEMS INC	00482325	84330530	SUBLET HAZ/MAT OCT 2020	Fleet Operation Fund	217.00
				Total for Payment No.:		217.00

Payment No: 647344

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	SANTA CLARA CO SOCIAL SVC AGCY	00483004	2457NOV2020	SENIOR NUTRITION OCT 2020	Deposit Funds.	2,700.40
				Total for Payment No.:		2,700.40

Payment No: 647345

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	SANTA CLARA LIGHTING, INC.	00482120	19636	PD LIGHTS	General Fund	344.14
11/25/2020	SANTA CLARA LIGHTING, INC.	00482121	19710	SUPPLIES	General Fund	93.74
11/25/2020	SANTA CLARA LIGHTING, INC.	00482122	18912	TASMAN BALLAST	General Fund	326.46
				Total for Payment No.:		764.34

Payment No: 647346

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	SANTA CLARA WINDUSTRIAL CO	00482118	008888 01	NORTHSIDE LIB	General Fund	6.87
11/25/2020	SANTA CLARA WINDUSTRIAL CO	00482119	010482 01	STREET P&B	General Fund	10.81
11/25/2020	SANTA CLARA WINDUSTRIAL CO	00482187	011153 01	OD TUBING PIPE CLAMP	General Fund	17.72
				Total for Payment No.:		35.40

Payment No: 647347

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	SHREDLOGIX INC	00483001	0008971	SHREDDING SERVICES FOR COMMUN	General Fund	24.16
11/25/2020	SHREDLOGIX INC	00483001	0008971	SHREDDING SERVICES FOR COMMUN	General Fund	200.84
11/25/2020	SHREDLOGIX INC	00483002	0009245	SHREDDING SERVICES FOR COMMUN	General Fund	180.00
				Total for Payment No.:		405.00

Payment No: 647348

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	SKYHAWKS SPORTS ACADEMY	00482964	172402R1	Contractor payment for classes	General Fund	793.80
				Total for Payment No.:		793.80

Payment No: 647349

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	SOW SOLUTIONS, INC	00482390	R21-SLR-0063	LTG REBATE; 78301-1;2805 LAFAY	Elec OperatingGrant Trust Fund	11,470.00
				Total for Payment No.:		11,470.00

Payment No: 647350

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	SPECTRUM CANINE LLC	00482364	212	October K9 training	General Fund	650.00
				Total for Payment No.:		650.00

Payment No: 647351

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	STUDY.COM, LLC	00482774	8113	FIRE - T. FRANCIS & J. GUZMAN	General Fund	1,167.00
11/25/2020	STUDY.COM, LLC	00482774	8113	FLEET - C. REYNOLDS	Fleet Operation Fund	1,000.00
11/25/2020	STUDY.COM, LLC	00482774	8113	POLICE - W. FAZZI	General Fund	1,000.00
11/25/2020	STUDY.COM, LLC	00482774	8113	PARKS & REC - SOUSA & FLEXEN	Cemetery	2,000.00
11/25/2020	STUDY.COM, LLC	00482774	8113	CMO - A. TRAN	General Fund	1,000.00
11/25/2020	STUDY.COM, LLC	00482774	8113	SVP - C. RICH	Electric Utility	1,000.00
11/25/2020	STUDY.COM, LLC	00482774	8113	FINANCE	General Fund	2,900.00
11/25/2020	STUDY.COM, LLC	00482774	8113	FINANCE	General Fund	1,000.00
11/25/2020	STUDY.COM, LLC	00482774	8113	FINANCE	General Fund	100.00
11/25/2020	STUDY.COM, LLC	00482774	8113	FINANCE	General Fund	1,000.00
				Total for Payment No.:		12,167.00

Payment No: 647352

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	SWA SERVICES GROUP	00482125	21339	3025 RAYMOND	Electric Utility	1,492.68
				Total for Payment No.:		1,492.68

Payment No: 647353

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	THOMSON WEST GROUP	00481947	843250647	Monthly CLEAR	General Fund	279.81
11/25/2020	THOMSON WEST GROUP	00481947	843250647	Monthly CLEAR	General Fund	279.82
				Total for Payment No.:		559.63

Payment No: 647354

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	THYSSENKRUPP ELEVATOR	00482124	5001371610	SVP CALL BACK	Electric Utility	879.00
11/25/2020	THYSSENKRUPP ELEVATOR	00482154	3005593102	SCCC NOV 2020	Convention Cnt	354.70

Total for Payment No.: 1,233.70

Payment No: 647355

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	TRI-TECHNIC, INC	00483108	20203-001	FAIRVIEW SUBSTATION ADDITION	Electric Utility Construction	39,530.00
11/25/2020	TRI-TECHNIC, INC	00483108	20203-001	RETENTION	Electric Utility Construction	-1,976.50
Total for Payment No.:						37,553.50

Payment No: 647356

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	TURF STAR INC	00482182	7146365-00	COMB/SCRAPER KIT	General Fund	269.51
Total for Payment No.:						269.51

Payment No: 647357

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	UNIQUE TOWING	00483063	00161255	TOW TO EVIDENCE YARD	General Fund	215.00
11/25/2020	UNIQUE TOWING	00483064	00161526	SCPD CASE# 20-1104109	General Fund	322.50
11/25/2020	UNIQUE TOWING	00483065	00161368	LOCK OUT PD CAR	General Fund	107.50
11/25/2020	UNIQUE TOWING	00483067	00161205	SCPD CASE# 20-1031010	General Fund	215.00
Total for Payment No.:						860.00

Payment No: 647358

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	UNITED SITE SERVICES INC	00482086	114-11059543	RESTROOM RENT@LAF 10/1-10/28	Electric Utility	10.91
11/25/2020	UNITED SITE SERVICES INC	00482086	114-11059543	WKLY RESTRM SRV@LAF 10/1-10/28	Electric Utility	55.00
11/25/2020	UNITED SITE SERVICES INC	00482086	114-11059543	ENVIRONMENTAL FEE	Electric Utility	6.99
11/25/2020	UNITED SITE SERVICES INC	00482087	114-11146142	RSTRM RENT@AGNEWSUB10/22-11/18	Electric Utility	10.91

11/25/2020	UNITED SITE SERVICES INC	00482087	114-11146142	WKLY SVC@AGNEW SUB 10/22-11/18	Electric Utility	55.00
11/25/2020	UNITED SITE SERVICES INC	00482087	114-11146142	DAMAGE WAIVER	Electric Utility	7.95
11/25/2020	UNITED SITE SERVICES INC	00482087	114-11146142	ENVIRONMENTAL FEE	Electric Utility	6.99
Total for Payment No.:						153.75

Payment No: 647359

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	UNIVERSITY ELECTRIC	00482155	0313135-IN	FS 6 DISHWASHER	General Fund	994.08
Total for Payment No.:						994.08

Payment No: 647360

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	WASHINGTON TRUST BANK	00482070	201101-290740	OCT2020 VEBA CUSTODY FEE	General Fund	1,147.31
Total for Payment No.:						1,147.31

Payment No: 647361

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	WATERSAVERS IRRIGATION INC	00482183	2360405-00	IRRIGATION MAINTENANCE	General Fund	1,250.05
Total for Payment No.:						1,250.05

Payment No: 647362

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
11/25/2020	ZANKER RECYCLING	00482188	5751	DOUGLAS FIR SMALL BARK	General Fund	406.41
Total for Payment No.:						406.41

Overall Total	839,359.16
---------------	------------



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

Run Date 12/3/2020
Run Time 9:10:17 AM

Sorted by Payment Number

Payment No: 017756

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	BENEFIT COORDINATORS CORP	00483707	33496DEC2020	LIFE & DISABILITY INS B2025	Payroll Liability&ClearingAcct	4,802.95
12/04/2020	BENEFIT COORDINATORS CORP	00483707	33496DEC2020	LIFE & DISABILITY INS B2025	Payroll Liability&ClearingAcct	8,599.68
12/04/2020	BENEFIT COORDINATORS CORP	00483707	33496DEC2020	LIFE & DISABILITY INS B2025	Payroll Liability&ClearingAcct	3,640.55
12/04/2020	BENEFIT COORDINATORS CORP	00483707	33496DEC2020	LIFE & DISABILITY INS B2025	Payroll Liability&ClearingAcct	4,072.95
12/04/2020	BENEFIT COORDINATORS CORP	00483707	33496DEC2020	LIFE & DISABILITY INS B2025	Payroll Liability&ClearingAcct	13,012.57
				Total for Payment No.:		34,128.70

Payment No: 017757

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	CARIE T ROSE	00483706	11/15/20-11/28/20DR	WAGE ATTACHMENT B2025	Payroll Liability&ClearingAcct	1,153.85
				Total for Payment No.:		1,153.85

Payment No: 017758

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	CITY OF SANTA CLARA EMPLOYEES	00483730	11/01/20-11/28/20	UNION DUES B2024 & B2025	Payroll Liability&ClearingAcct	2,502.00
				Total for Payment No.:		2,502.00

Payment No: 017759

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
--------------	-------------	-------------	-------------	-------------	-----------	-------------

12/04/2020	IBEW	00483729	11/01/20-11/28/20	UNION DUES B2024 & B2025	Payroll Liability&ClearingAcct	13,613.07
Total for Payment No.:						13,613.07
Payment No: 017760						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	INTL FIREFIGHTERS LOCAL 1171	00483727	11/01/20-11/28/20A	UNION DUES B2024 & B2025	Payroll Liability&ClearingAcct	33,336.48
Total for Payment No.:						33,336.48
Payment No: 017761						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	INTL FIREFIGHTERS LOCAL 1171	00483713	11/01/20-11/28/20	RETIRED FIRE MEDICAL BENEFITS	Payroll Liability&ClearingAcct	4,644.00
Total for Payment No.:						4,644.00
Payment No: 017762						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	PUBLIC SAFETY NON-SWORN	00483728	11/01/20-11/28/20	UNION DUES B2024 & B2025	Payroll Liability&ClearingAcct	2,800.00
Total for Payment No.:						2,800.00
Payment No: 017763						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	WORKTERRA	00483735	11/15/20-11/28/20	FLEX SPENDING DEP/HEALTH B2025	Payroll Liability&ClearingAcct	3,993.59
12/04/2020	WORKTERRA	00483735	11/15/20-11/28/20	FLEX SPENDING DEP/HEALTH B2025	Payroll Liability&ClearingAcct	565.01
12/04/2020	WORKTERRA	00483735	11/15/20-11/28/20	FLEX SPENDING DEP/HEALTH B2025	Payroll Liability&ClearingAcct	7,519.85
12/04/2020	WORKTERRA	00483735	11/15/20-11/28/20	FLEX SPENDING DEP/HEALTH B2025	Payroll Liability&ClearingAcct	274.00
Total for Payment No.:						12,352.45

Payment No: 017764

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	3DEGREES GROUP INC	00482664	19420	SC GREEN POWER MKT REC OCT20	Electric Utility	41,290.37
12/04/2020	3DEGREES GROUP INC	00482664	19420	WSTR/NATL WIND BULK REC OCT20	Electric Utility	1,273.00
				Total for Payment No.:		42,563.37

Payment No: 017765

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	ABBOTT'S PRO-POWER LLC	00482893	146471	PARTS V3478 WO128748	Fleet Operation Fund	653.83
12/04/2020	ABBOTT'S PRO-POWER LLC	00482893	146471	LABOR - V3478 WO 128748	Fleet Operation Fund	420.00
				Total for Payment No.:		1,073.83

Payment No: 017766

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	ACT ENVIRO	00481480	303213	PPE GEAR LEVEL D	Electric Utility	8.00
12/04/2020	ACT ENVIRO	00481480	303213	HAND PUMP LARGE	Electric Utility	50.00
12/04/2020	ACT ENVIRO	00481480	303213	GEAR TRUCK (BOB TAIL) 10/7/20	Electric Utility	125.00
12/04/2020	ACT ENVIRO	00481480	303213	ENVIRONMENTAL SERVICE CHARGE	Electric Utility	71.52
12/04/2020	ACT ENVIRO	00481480	303213	5GAL METAL DRUM UN1A2 OPEN TOP	Electric Utility	27.25
12/04/2020	ACT ENVIRO	00481480	303213	SUPPLIES	Electric Utility	150.00
12/04/2020	ACT ENVIRO	00481480	303213	8 HRS CHEMIST 10/7/20	Electric Utility	536.00
12/04/2020	ACT ENVIRO	00481481	303561	PPE GEAR LEVEL D	Electric Utility	8.00
12/04/2020	ACT ENVIRO	00481481	303561	HAND PUMP LARGE	Electric Utility	50.00
12/04/2020	ACT ENVIRO	00481481	303561	GEAR TRUCK (BOB TAIL) 10/14/20	Electric Utility	125.00
12/04/2020	ACT ENVIRO	00481481	303561	ENVIRONMENTAL SERVICE CHARGE	Electric Utility	73.36
12/04/2020	ACT ENVIRO	00481481	303561	20 GALLON POLY DRUM UN1H1	Electric Utility	52.32
12/04/2020	ACT ENVIRO	00481481	303561	SUPPLIES	Electric Utility	150.00
12/04/2020	ACT ENVIRO	00481481	303561	8 HRS CHEMIST 10/14/20	Electric Utility	536.00
12/04/2020	ACT ENVIRO	00481482	SC-03705	METAL RECYCLING REFUND #26245	Electric Utility	-3,752.10

12/04/2020	ACT ENVIRO	00482036	304591	PPE GEAR LEVEL D	Electric Utility	8.00
12/04/2020	ACT ENVIRO	00482036	304591	HAND PUMP LARGE	Electric Utility	50.00
12/04/2020	ACT ENVIRO	00482036	304591	GEAR TRUCK (BOB TAIL) 10/21/20	Electric Utility	125.00
12/04/2020	ACT ENVIRO	00482036	304591	8 HR LABOR CHEMIST 10/21/20	Electric Utility	536.00
12/04/2020	ACT ENVIRO	00482036	304591	ENVIRONMENTAL SERVICE CHARGE	Electric Utility	69.52
12/04/2020	ACT ENVIRO	00482036	304591	SUPPLIES	Electric Utility	150.00
12/04/2020	ACT ENVIRO	00482860	305234	ANALYTICALS	Electric Utility	5,480.00
12/04/2020	ACT ENVIRO	00482860	305234	ENVIRONMENTAL SERVICE CHARGE	Electric Utility	498.56
12/04/2020	ACT ENVIRO	00482860	305234	4 HR LABOR PM @ OT 9/12/20	Electric Utility	752.00
12/04/2020	ACT ENVIRO	00482861	305391	ENVIRONMENTAL SERVICE CHARGE	Electric Utility	69.52
12/04/2020	ACT ENVIRO	00482861	305391	8 HR LABOR CHEMIST 10/28/20	Electric Utility	536.00
12/04/2020	ACT ENVIRO	00482861	305391	SUPPLIES	Electric Utility	150.00
12/04/2020	ACT ENVIRO	00482861	305391	HAND PUMP LARGE	Electric Utility	50.00
12/04/2020	ACT ENVIRO	00482861	305391	PPE GEAR LEVEL D	Electric Utility	8.00
12/04/2020	ACT ENVIRO	00482861	305391	GEAR TRUCK (BOB TAIL) 10/28/20	Electric Utility	125.00
12/04/2020	ACT ENVIRO	00482873	305843	ENVIRONMENTAL SERVICE CHARGE	Electric Utility	71.44
12/04/2020	ACT ENVIRO	00482873	305843	8 HRS CHEMIST 10/19/20	Electric Utility	570.00
12/04/2020	ACT ENVIRO	00482873	305843	PPE GEAR LEVEL D	Electric Utility	8.00
12/04/2020	ACT ENVIRO	00482873	305843	TURBINE CLEANING WATER	Electric Utility	315.00
12/04/2020	ACT ENVIRO	00482875	306660	ENVIRONMENTAL SERVICE CHARGE	Electric Utility	69.52
12/04/2020	ACT ENVIRO	00482875	306660	8 HR LABOR CHEMIST 11/4/20	Electric Utility	536.00
12/04/2020	ACT ENVIRO	00482875	306660	SUPPLIES	Electric Utility	150.00
12/04/2020	ACT ENVIRO	00482875	306660	HAND PUMP LARGE	Electric Utility	50.00
12/04/2020	ACT ENVIRO	00482875	306660	PPE GEAR LEVEL D	Electric Utility	8.00
12/04/2020	ACT ENVIRO	00482875	306660	GEAR TRUCK (BOB TAIL) 11/4/20	Electric Utility	125.00
12/04/2020	ACT ENVIRO	00482879	307330	OILY DEBRIS	Electric Utility	165.00
12/04/2020	ACT ENVIRO	00482879	307330	MINERAL OIL	Electric Utility	435.00
12/04/2020	ACT ENVIRO	00482879	307330	ENVIRONMENTAL SERVICE CHARGE	Electric Utility	77.68
12/04/2020	ACT ENVIRO	00482879	307330	MANIFEST FEE	Electric Utility	30.00
12/04/2020	ACT ENVIRO	00482879	307330	3 HRS DRIVER 11/9/20	Electric Utility	201.00

12/04/2020	ACT ENVIRO	00482879	307330	PPE GEAR LEVEL D	Electric Utility	8.00
12/04/2020	ACT ENVIRO	00482879	307330	TRANSPORTATION 55 GALLON	Electric Utility	132.00
				Total for Payment No.:		9,769.59

Payment No: 017767

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	AIR FILTER SUPPLY INC	00482807	I443564	SUPPLIES	General Fund	428.43
				Total for Payment No.:		428.43

Payment No: 017768

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	AIRGAS USA, LLC	00482437	9106823982	E03NI99E15A0260 NC/90PPM	Electric Utility	616.49
12/04/2020	AIRGAS USA, LLC	00482437	9106823982	DELIVERY FLAT FEE	Electric Utility	64.31
12/04/2020	AIRGAS USA, LLC	00482437	9106823982	FUEL SURCHARGE FLAT	Electric Utility	7.96
12/04/2020	AIRGAS USA, LLC	00482437	9106823982	AIRGAS HAZMAT CHARGE	Electric Utility	12.54
				Total for Payment No.:		701.30

Payment No: 017769

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	AMAZON.COM	00482794	90NOV2020	1241 AD BK	General Fund	134.32
12/04/2020	AMAZON.COM	00482794	90NOV2020	1231 JUV BK	General Fund	121.61
12/04/2020	AMAZON.COM	00482794	90NOV2020	1233 JUV BK	General Fund	80.63
12/04/2020	AMAZON.COM	00482794	90NOV2020	1241 AD VG	General Fund	119.83
12/04/2020	AMAZON.COM	00482794	90NOV2020	1235 JUV BK	General Fund	58.83
12/04/2020	AMAZON.COM	00482794	90NOV2020	1235 AD/JUV VG	General Fund	305.03
				Total for Payment No.:		820.25

Payment No: 017770

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
--------------	-------------	-------------	-------------	-------------	-----------	-------------

12/04/2020	ANIXTER INC.	00482462	4663558-00	OVERHEAD TOOLS	Electric Utility	130.64
12/04/2020	ANIXTER INC.	00482722	4728227-00	DEADEND CLAMP	Electric Utility	2,017.59
12/04/2020	ANIXTER INC.	00483315	4748114-01	TERMINATION, 200A, ELBOW, #1/0	Electric Utility	1,017.95
12/04/2020	ANIXTER INC.	00483316	4732547-01	ARM, WOOD, LSP, 5FT-4IN X 3-3/	Electric Utility	1,503.22
12/04/2020	ANIXTER INC.	00483316	4732547-01	ARM, WOOD, LSP, 9FT-0IN X 3-3/	Electric Utility	1,368.66
12/04/2020	ANIXTER INC.	00483316	4732547-01	ARM, WOOD, LSP, 10FT-6IN X 3-3	Electric Utility	1,465.78
12/04/2020	ANIXTER INC.	00483317	4728144-00	WEDGE CLAMP, #1/O AL TRIPLEX A	Electric Utility	426.19
12/04/2020	ANIXTER INC.	00483317	4728144-00	GRIP, DEAD-END, INSULATED, 397	Electric Utility	597.87
12/04/2020	ANIXTER INC.	00483318	4631246-04	INSULATOR, 12KV, SUSPENSION, C	Electric Utility	3,976.32
12/04/2020	ANIXTER INC.	00483354	4732590-02	ELBOW, 15KV, 1000 MCM AL, WITH	Electric Utility	673.62
12/04/2020	ANIXTER INC.	00483355	4732525-00	WIRE, TRAFFIC SIGNAL, #10, WHI	Electric Utility	414.20
12/04/2020	ANIXTER INC.	00483357	4718305-01	WIRE, BARE, CU, #6, SOLID, SOF	Electric Utility	961.38
12/04/2020	ANIXTER INC.	00483358	4706804-00	TRANSFORMER, OH, 37 KVA, 120/2	Electric Utility	23,151.60
12/04/2020	ANIXTER INC.	00483359	4707115-00	CAPACITOR, 200 KVAR, DOUBLE BU	Electric Utility	10,817.16
12/04/2020	ANIXTER INC.	00483671	4709348-02	PARTS FOR CONSTRUCTION OF STEE	Electric Utility Construction	815.32
12/04/2020	ANIXTER INC.	00483672	4709348-01	PARTS FOR CONSTRUCTION OF STEE	Electric Utility Construction	228.90
Total for Payment No.:						49,566.40

Payment No: 017771

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	BAKER & TAYLOR BOOKS	00482310	CI234910	1241 AD BK	General Fund	1,039.85
12/04/2020	BAKER & TAYLOR BOOKS	00482396	2035591417	1233 AD BK	General Fund	180.34
12/04/2020	BAKER & TAYLOR BOOKS	00482397	2035591418	1235 AD BK	General Fund	183.78
12/04/2020	BAKER & TAYLOR BOOKS	00482398	2035598781	1233 AD BK	General Fund	37.72
12/04/2020	BAKER & TAYLOR BOOKS	00482400	2035598782	1235 AD BK	General Fund	184.70
12/04/2020	BAKER & TAYLOR BOOKS	00482401	2035602015	1233 AD BK	General Fund	101.71
12/04/2020	BAKER & TAYLOR BOOKS	00482402	2035602016	1235 AD BK	General Fund	102.90
12/04/2020	BAKER & TAYLOR BOOKS	00482615	CI235041	1241 AD BK	General Fund	759.38

Total for Payment No.: 2,590.38

Payment No: 017772

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	BELL ELECTRICAL SUPPLY	00482567	5647902	5GAL PULLING LUBE	Electric Utility	203.20
12/04/2020	BELL ELECTRICAL SUPPLY	00482567	5647902	GAL PULLING LUBE	Electric Utility	90.28
Total for Payment No.:						293.48

Payment No: 017773

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	BUCKLES-SMITH	00482632	3213103-00	SUPPLIES FOR REPAIR BY SVP	Solid Waste Utility-Constructi	147.15
12/04/2020	BUCKLES-SMITH	00482724	3213555-00	660V 5A FUSE	Sewer Utility	122.29
Total for Payment No.:						269.44

Payment No: 017774

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	CA DEPT OF JUSTICE	00482718	478355	CITY EMPLOYEES (2)	General Fund	98.00
12/04/2020	CA DEPT OF JUSTICE	00482718	478355	PARKS & REC VOLUNTEER (1)	General Fund	49.00
Total for Payment No.:						147.00

Payment No: 017775

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	CARLE, MACKIE, POWER & ROSS LLP	00483699	18199	CHANGE ORDER #1 ADD FUNDS PER	Housing Successor	990.00
12/04/2020	CARLE, MACKIE, POWER & ROSS LLP	00483700	18201	LEGAL SERVICES	City Affordable Housing	3,780.00
Total for Payment No.:						4,770.00

Payment No: 017776

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	CAVENDISH SQUARE PUBLISHING LLC	00482616	CAL326161I	1233 JUV BK	General Fund	39.46
				Total for Payment No.:		39.46

Payment No: 017777

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	CINTAS CORP #630	00482486	4063750050	CHEMICALS-TEEN CENTER	General Fund	45.15
12/04/2020	CINTAS CORP #630	00482486	4063750050	DS1-TEEN CENTER	Other City Dept Op Grant Fund	4.97
12/04/2020	CINTAS CORP #630	00482547	4063750029	CHEMICALS-YAC	General Fund	53.61
12/04/2020	CINTAS CORP #630	00482547	4063750029	DS1-YAC	Other City Dept Op Grant Fund	4.97
12/04/2020	CINTAS CORP #630	00482548	4063471157	CHEMICALS-PARKWAY	General Fund	34.06
12/04/2020	CINTAS CORP #630	00482548	4063471157	DS1-PARKWAY	Other City Dept Op Grant Fund	19.62
12/04/2020	CINTAS CORP #630	00482549	4065753453	UNIFORMS-PARKS	General Fund	388.81
12/04/2020	CINTAS CORP #630	00482549	4065753453	SANIS BOWL CLIP SVC	General Fund	4.51
12/04/2020	CINTAS CORP #630	00482792	4067294448	2020 NOV WATER UNIFORM SERVICE	Water Utility	362.67
12/04/2020	CINTAS CORP #630	00482792	4067294448	2020 NOV WATER UNIFORM SERVICE	Sewer Utility	362.67
12/04/2020	CINTAS CORP #630	00482797	4067887547	2020 NOV WATER UNIFORM SERVICE	Water Utility	311.33
12/04/2020	CINTAS CORP #630	00482797	4067887547	2020 NOV WATER UNIFORM SERVICE	Sewer Utility	311.33
12/04/2020	CINTAS CORP #630	00482868	4058813365	UNIFORMS-LICKMILL	General Fund	68.56
12/04/2020	CINTAS CORP #630	00482870	4060068374	UNIFORMS-LICKMILL	General Fund	113.13
12/04/2020	CINTAS CORP #630	00482871	4058139171	DS1-CEMETERY	Other City Dept Op Grant Fund	19.62
12/04/2020	CINTAS CORP #630	00482871	4058139171	CHEMICALS-CEMETERY	Cemetery	53.92
12/04/2020	CINTAS CORP #630	00482871	4058139171	UNIFORMS-CEMETERY	Cemetery	58.19
12/04/2020	CINTAS CORP #630	00482872	4058814068	DS1-CEMETERY	Other City Dept Op Grant Fund	19.62
12/04/2020	CINTAS CORP #630	00482872	4058814068	CHEMICALS-CEMETERY	Cemetery	53.92
12/04/2020	CINTAS CORP #630	00482872	4058814068	UNIFORMS-CEMETERY	Cemetery	33.35
12/04/2020	CINTAS CORP #630	00482874	4059425957	DS1-CEMETERY	Other City Dept Op	19.62

					Grant Fund	
12/04/2020	CINTAS CORP #630	00482874	4059425957	CHEMICALS-CEMETERY	Cemetery	53.92
12/04/2020	CINTAS CORP #630	00482874	4059425957	UNIFORMS-CEMETERY	Cemetery	33.35
12/04/2020	CINTAS CORP #630	00482876	4060075288	DS1-CEMETERY	Other City Dept Op Grant Fund	19.62
12/04/2020	CINTAS CORP #630	00482876	4060075288	CHEMICALS-CEMETERY	Cemetery	53.92
12/04/2020	CINTAS CORP #630	00482876	4060075288	UNIFORMS-CEMETERY	Cemetery	33.35
12/04/2020	CINTAS CORP #630	00482877	4058131940	CHEMICALS-LICKMILL	General Fund	37.13
12/04/2020	CINTAS CORP #630	00482878	4058813349	CHEMICALS-LICKMILL	General Fund	37.13
12/04/2020	CINTAS CORP #630	00482880	4059419490	CHEMICALS-LICKMILL	General Fund	37.13
12/04/2020	CINTAS CORP #630	00482881	4060068201	CHEMICALS-LICKMILL	General Fund	37.13
12/04/2020	CINTAS CORP #630	00482882	4059185584	CHEMICALS-YAC	General Fund	32.84
12/04/2020	CINTAS CORP #630	00482882	4059185584	DS1-YAC	Other City Dept Op Grant Fund	19.62
12/04/2020	CINTAS CORP #630	00482884	4067004504	UNIFORMS-PARKS	General Fund	468.35
12/04/2020	CINTAS CORP #630	00482884	4067004504	SANIS BOWL CLIP SVC	General Fund	7.28
12/04/2020	CINTAS CORP #630	00482885	4067299117	UNIFORMS-LICKMILL	General Fund	70.21
12/04/2020	CINTAS CORP #630	00482886	4067301163	DS1-CEMETERY	Other City Dept Op Grant Fund	19.62
12/04/2020	CINTAS CORP #630	00482886	4067301163	CHEMICALS-CEMETERY	Cemetery	53.92
12/04/2020	CINTAS CORP #630	00482886	4067301163	UNIFORMS-CEMETERY	Cemetery	38.60
12/04/2020	CINTAS CORP #630	00482887	1901743663	POLOS - RAY CASTRO	General Fund	88.94
12/04/2020	CINTAS CORP #630	00482888	4067764099	UNIFORMS-PARKS	General Fund	387.15
12/04/2020	CINTAS CORP #630	00482888	4067764099	SANIS BOWL CLIP SVC	General Fund	4.51
				Total for Payment No.:		3,877.35

Payment No: 017778

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	CINTAS CORP #630	00482635	4066523677	SAFEWASHER MOBILE SVC	Fleet Operation Fund	31.03
12/04/2020	CINTAS CORP #630	00482635	4066523677	STREET RENTALS	General Fund	294.20
12/04/2020	CINTAS CORP #630	00482635	4066523677	FLEET RENTALS	Fleet Operation Fund	198.61

12/04/2020	CINTAS CORP #630	00482636	4067294918	STREET RENTALS	General Fund	288.08
12/04/2020	CINTAS CORP #630	00482636	4067294918	SAFEWASHER MOBILE SERVICE	Fleet Operation Fund	31.03
12/04/2020	CINTAS CORP #630	00482636	4067294918	FLEET RENTALS	Fleet Operation Fund	226.02
12/04/2020	CINTAS CORP #630	00482809	4067597806	UNIFORMS	General Fund	82.27
12/04/2020	CINTAS CORP #630	00482810	4066758209	UNIFORMS	General Fund	82.27
12/04/2020	CINTAS CORP #630	00482811	4067013562	UNIFORMS	General Fund	64.14
12/04/2020	CINTAS CORP #630	00482812	4067765250	UNIFORMS	General Fund	64.14
12/04/2020	CINTAS CORP #630	00482867	4058132075	UNIFORMS-LICKMILL	General Fund	68.56
12/04/2020	CINTAS CORP #630	00482869	4059419510	UNIFORMS-LICKMILL	General Fund	68.56
12/04/2020	CINTAS CORP #630	00483019	4067896649	SAFEWASHER MOBILE SVC	Fleet Operation Fund	31.03
12/04/2020	CINTAS CORP #630	00483019	4067896649	FLEET RENTALS	Fleet Operation Fund	218.05
12/04/2020	CINTAS CORP #630	00483019	4067896649	STREET RENTALS	General Fund	288.08
12/04/2020	CINTAS CORP #630	00483094	4068210685	UNIFORMS	General Fund	82.27
				Total for Payment No.:		2,118.34

Payment No: 017779

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	CITYGATE ASSOCIATES, LLC	00483670	30424	FIRE PROTECTION ASSESSMENT	Related Santa Clara Dvlpr Fund	557.81
				Total for Payment No.:		557.81

Payment No: 017780

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	CLUB CARE INC	00482542	107221	OCTOBER MAINTENANCE	General Fund	475.00
12/04/2020	CLUB CARE INC	00482544	106932	FITNESS PARTS	General Fund	254.21
12/04/2020	CLUB CARE INC	00482545	107190	FITNESS PARTS	General Fund	469.40
12/04/2020	CLUB CARE INC	00482545	107190	SERVICE REPAIR	General Fund	164.20
				Total for Payment No.:		1,362.81

Payment No: 017781

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	COAST COUNTIES TRUCK	00482490	01114632P	PARTS- V#3259	Fleet Operation Fund	46.97
12/04/2020	COAST COUNTIES TRUCK	00482491	01114665P	PARTS- V#3182	Fleet Operation Fund	713.51
				Total for Payment No.:		760.48

Payment No: 017782

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	COMCAST	00483377	10/23/20AC81554006501822 13	CH 1500 Warburton Ave	Information Technology Service	154.72
12/04/2020	COMCAST	00483377	10/23/20AC81554006501822 13	IT 1405 Civic Cntr Dr	Information Technology Service	55.97
12/04/2020	COMCAST	00483377	10/23/20AC81554006501822 13	PD 1990 Walsh Ave	General Fund	148.24
12/04/2020	COMCAST	00483377	10/23/20AC81554006501822 13	FIRE 1177 Alviso St	General Fund	32.37
12/04/2020	COMCAST	00483377	10/23/20AC81554006501822 13	FIRE 1177 Alviso St	General Fund	41.15
12/04/2020	COMCAST	00483377	10/23/20AC81554006501822 13	PD 601 El Camino Real	General Fund	34.73
12/04/2020	COMCAST	00483377	10/23/20AC81554006501822 13	PD 3992 Rivermark Plz	General Fund	153.26
12/04/2020	COMCAST	00483377	10/23/20AC81554006501822 13	SR Cntr 1303 Fremont St	General Fund	126.74
				Total for Payment No.:		747.18

Payment No: 017783

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	COMMERCIAL TREE CARE	00482637	41051	TREE REMOVAL & STUMP GRIND	General Fund	32,650.00
				Total for Payment No.:		32,650.00

Payment No: 017784

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
--------------	-------------	-------------	-------------	-------------	-----------	-------------

12/04/2020	DESILVA GATES CONSTRUCTION LP	00483319	92010803A	CONTRACT FOR 2020 ANNUAL STREE	Streets And Highways	2,622,391.85
12/04/2020	DESILVA GATES CONSTRUCTION LP	00483319	92010803A	FUNDING: 533-1253 (SARATOGA B	Streets And Highways	71,000.00
12/04/2020	DESILVA GATES CONSTRUCTION LP	00483319	92010803A	RETENTION	Streets And Highways	-134,669.61
				Total for Payment No.:		2,558,722.24

Payment No: 017785

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	DUNCAN WEINBERG GENZER &	00483075	32505 PJS	LEGAL SERVICES MAR20	Electric Utility	7,140.00
12/04/2020	DUNCAN WEINBERG GENZER &	00483075	32505 PJS	LEGAL SVC BUCKS CREEK MAR20	Electric Utility Construction	420.00
12/04/2020	DUNCAN WEINBERG GENZER &	00483075	32505 PJS	LEGAL SVC BUCK CRK CEQA MAR20	Electric Utility Construction	126.00
12/04/2020	DUNCAN WEINBERG GENZER &	00483076	32468 PJS	LEGAL SERVICES SEP20	Electric Utility	92,360.20
12/04/2020	DUNCAN WEINBERG GENZER &	00483076	32468 PJS	LEGAL SVC BUCKS CREEK SEP20	Electric Utility Construction	980.50
12/04/2020	DUNCAN WEINBERG GENZER &	00483076	32468 PJS	LEGAL SVC BUCK CRK CEQA SEP20	Electric Utility Construction	316.00
				Total for Payment No.:		101,342.70

Payment No: 017786

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	DYNAMIC SYSTEMS INC	00483278	20090147	POWER CORD: SUN RACK 2 JUMPER,	Electric Utility Construction	43.19
12/04/2020	DYNAMIC SYSTEMS INC	00483278	20090147	ORACLE STANDARD SYSTEM INSTALL	Electric Utility Construction	4,023.55
				Total for Payment No.:		4,066.74

Payment No: 017787

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	EBIX INC	00483283	0826763-IN	INSURANCE COMPLIANCE SERVICES	Special Liability Insurance	4,518.08

12/04/2020	EBIX INC	00483284	0830754-IN	INSURANCE COMPLIANCE SERVICES	Special Liability Insurance	4,474.76
Total for Payment No.:						8,992.84

Payment No: 017788

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	EBSCO INFORMATION SERVICES	00482442	2100728	1233 AD PR	General Fund	84.56
Total for Payment No.:						84.56

Payment No: 017789

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	ESSENSE PARTNERS	00482391	20175	MKTING/PR RETAINER SEP/OCT20	Elec OperatingGrant Trust Fund	1,122.50
12/04/2020	ESSENSE PARTNERS	00482391	20175	MKTING/PR RETAINER SEP/OCT20	Electric Utility	2,100.00
Total for Payment No.:						3,222.50

Payment No: 017790

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	FARWEST LINE SPECIALTIES LLC	00482440	317636	4 KLEIN FOLDING KNIFES	Electric Utility	214.04
12/04/2020	FARWEST LINE SPECIALTIES LLC	00482440	317636	SHIPPING	Electric Utility	15.26
Total for Payment No.:						229.30

Payment No: 017791

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	FLYNN RESOURCE CONSULTANTS INC	00483059	1429	CAISO,CRR,PG&E,LITIG JUL-AUG20	Electric Utility	189,337.50
Total for Payment No.:						189,337.50

Payment No: 017792

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
--------------	-------------	-------------	-------------	-------------	-----------	-------------

12/04/2020	GALE/CENGAGE LEARNING	00482617	72592108	1241 AD BK	General Fund	257.41
12/04/2020	GALE/CENGAGE LEARNING	00482618	72592501	1241 AD BK	General Fund	176.50
12/04/2020	GALE/CENGAGE LEARNING	00482795	72603242	1241 AD BK	General Fund	55.57
				Total for Payment No.:		489.48

Payment No: 017793

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	GARDENLAND POWER EQUIPMENT	00482641	810983	PARTS	General Fund	64.34
12/04/2020	GARDENLAND POWER EQUIPMENT	00482641	810983	LABOR	General Fund	138.89
12/04/2020	GARDENLAND POWER EQUIPMENT	00482642	812535	PARTS	General Fund	126.87
12/04/2020	GARDENLAND POWER EQUIPMENT	00482642	812535	LABOR	General Fund	111.35
12/04/2020	GARDENLAND POWER EQUIPMENT	00482643	812536	PARTS	General Fund	109.97
12/04/2020	GARDENLAND POWER EQUIPMENT	00482643	812536	LABOR	General Fund	146.54
12/04/2020	GARDENLAND POWER EQUIPMENT	00482645	812537	PARTS	General Fund	12.55
12/04/2020	GARDENLAND POWER EQUIPMENT	00482645	812537	SERVICE	General Fund	74.63
12/04/2020	GARDENLAND POWER EQUIPMENT	00482646	812538	PARTS	General Fund	58.79
12/04/2020	GARDENLAND POWER EQUIPMENT	00482646	812538	SERVICE	General Fund	91.80
				Total for Payment No.:		935.73

Payment No: 017794

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	GEORGE HILLS CO	00483337	INV1018964	20-21 Administration Monthly F	Special Liability Insurance	400.00
				Total for Payment No.:		400.00

Payment No: 017795

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	GOLDER ASSOCIATES	00482647	601448	RELATED CITY PLACE	Related Santa Clara Dvlpr Fund	18,872.70
12/04/2020	GOLDER ASSOCIATES	00482647	601448	LANDFILL SERVICES	Solid Waste Utility-	33,531.14

Total for Payment No.:

52,403.84

Payment No: 017796

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	GRAINGER	00482813	9657370756	HVAC OLD COURTHOUSE	General Fund	125.59
12/04/2020	GRAINGER	00482814	9657370764	SUPPLIES	General Fund	15.74
12/04/2020	GRAINGER	00482816	9706972958	CITY HALL	General Fund	235.01
12/04/2020	GRAINGER	00483020	9710022451	SUPPLIES-SIGN SHOP	General Fund	98.37
Total for Payment No.:						474.71

Payment No: 017797

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	GRAINGER-SAN JOSE	00477677	9392128840	ANTISEPTIC BOTTLE	Sewer Utility	-144.37
12/04/2020	GRAINGER-SAN JOSE	00482495	969174912	FLOOR MACHN- SHOP USE	Fleet Operation Fund	23.00
12/04/2020	GRAINGER-SAN JOSE	00482649	9697861194	SUPPLIES-SHOP	General Fund	72.03
12/04/2020	GRAINGER-SAN JOSE	00482650	9700537799	SUPPLIES-SIGN	General Fund	47.96
12/04/2020	GRAINGER-SAN JOSE	00483296	9710980781	COOLER, WATER, 3 GALLON, WITH	Electric Utility	44.52
12/04/2020	GRAINGER-SAN JOSE	00483296	9710980781	GLOVE, WORKMAN TYPE LARGE MECH	Electric Utility	563.87
12/04/2020	GRAINGER-SAN JOSE	00483296	9710980781	GLOVE, WORKMAN TYPE. XL MECHAN	Electric Utility	563.88
12/04/2020	GRAINGER-SAN JOSE	00483296	9710980781	GLOVE, WORKMAN TYPE.2XL MECHAN	Electric Utility	563.88
12/04/2020	GRAINGER-SAN JOSE	00483345	9710980765	SAFETY GLASSES, SMITH & WESSON	Electric Utility	100.45
12/04/2020	GRAINGER-SAN JOSE	00483345	9710980765	WRENCH SET, ALLEN HEXAGON KEY	Electric Utility	16.68
12/04/2020	GRAINGER-SAN JOSE	00483345	9710980765	WRENCH, TORQUE RATCHET, 1/2IN	Electric Utility	226.94
12/04/2020	GRAINGER-SAN JOSE	00483345	9710980765	HEADBAND. BULLARD #RBP COOL	Electric Utility	97.05
12/04/2020	GRAINGER-SAN JOSE	00483345	9710980765	TIE WIRE, 16 GAUGE BLACK, 4 LB	Electric Utility	20.83
12/04/2020	GRAINGER-SAN JOSE	00483345	9710980765	BOOTS, PVC KNEE STYLE, WITH ST	Electric Utility	73.97
12/04/2020	GRAINGER-SAN JOSE	00483346	9710980773	BLADE, UTILITY KNIFE, 2 POINT	Electric Utility	99.63
12/04/2020	GRAINGER-SAN JOSE	00483346	9710980773	HACKSAW, 12IN BLADE KLEIN #701	Electric Utility	166.73

12/04/2020	GRAINGER-SAN JOSE	00483346	9710980773	WRENCH, 12IN ADJUSTABLE KLEIN	Electric Utility	181.55
12/04/2020	GRAINGER-SAN JOSE	00483346	9710980773	TAPE RULE, 3/4IN WIDE X 25FT L	Electric Utility	242.76
12/04/2020	GRAINGER-SAN JOSE	00483346	9710980773	SHACKLE, 3/4IN ANCHOR TYPE, GA	Electric Utility	239.95
12/04/2020	GRAINGER-SAN JOSE	00483346	9710980773	SHACKLE, 1IN ANCHOR TYPE, DROP	Electric Utility	462.29
12/04/2020	GRAINGER-SAN JOSE	00483356	9655798461	GLASSES, SMOKE LENS, BLACK FRA	Water Utility	117.72
				Total for Payment No.:		3,781.32

Payment No: 017798

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	GREEN HALO SYSTEMS	00482896	2801	HOSTING & MAINTENANCE OCT 2020	Solid Waste Program	459.72
12/04/2020	GREEN HALO SYSTEMS	00482897	2833	HOSTING & MAINTENANCE NOV 2020	Solid Waste Program	459.72
				Total for Payment No.:		919.44

Payment No: 017799

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	GREENBERG TRAURIG LLP	00483307	5516081	LEGAL SERVICES	Related Santa Clara Dvlpr Fund	2,432.70
12/04/2020	GREENBERG TRAURIG LLP	00483309	5516204	LEGAL SERVICES	Related Santa Clara Dvlpr Fund	22,789.35
				Total for Payment No.:		25,222.05

Payment No: 017800

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	GRID SUBJECT MATTER EXPERTS, LLC	00482429	8041	ONGOING CIP ACTIVITIES SEP20	Electric Utility	2,150.00
12/04/2020	GRID SUBJECT MATTER EXPERTS, LLC	00482430	8042	ONGOING CIP ACTIVITIES SEP20	Electric Utility	1,260.00
12/04/2020	GRID SUBJECT MATTER EXPERTS, LLC	00482431	8233	ONGOING CIP ACTIVITIES OCT20	Electric Utility	1,505.00
				Total for Payment No.:		4,915.00

Payment No: 017801

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
--------------	-------------	-------------	-------------	-------------	-----------	-------------

12/04/2020	HI-TECH EMERGENCY VEHICLE SERVICE INC	00482496	168928	PARTS- V#3259	Fleet Operation Fund	682.90
12/04/2020	HI-TECH EMERGENCY VEHICLE SERVICE INC	00482497	168932	PARTS- V#3435	Fleet Operation Fund	51.28
12/04/2020	HI-TECH EMERGENCY VEHICLE SERVICE INC	00482648	168925	PARTS-STOCK	Fleet Operation Fund	95.20
Total for Payment No.:						829.38

Payment No: 017802

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	HILL BROTHERS CHEMICAL CO	00483408	07080033	AQUEOUS AMMONIA DELIVERIES	Electric Utility	1,804.22
12/04/2020	HILL BROTHERS CHEMICAL CO	00483411	07075927	AQUEOUS AMMONIA DELIVERIES	Electric Utility	4,476.73
Total for Payment No.:						6,280.95

Payment No: 017803

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	HOUSING TRUST OF SILICON VALLEY	00483438	1108	HTSV BMP PROGRAM ADMINISTRATIO	City Affordable Housing	7,244.33
Total for Payment No.:						7,244.33

Payment No: 017804

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	IMPERIAL SPRINKLER SUPPLY INC	00482463	4297732-00	RAINBIRD 4"	General Fund	3.55
12/04/2020	IMPERIAL SPRINKLER SUPPLY INC	00482464	4300933-00	VBCHRIST BOX UTILITY	General Fund	104.52
12/04/2020	IMPERIAL SPRINKLER SUPPLY INC	00482465	4290809-01	PRTGRIS METERING PIN	General Fund	77.23
12/04/2020	IMPERIAL SPRINKLER SUPPLY INC	00482466	4308305-00	DRIPRB360 DEG STREAM	General Fund	12.21
12/04/2020	IMPERIAL SPRINKLER SUPPLY INC	00482467	4314394-00	PIPESW 1"	General Fund	82.54
12/04/2020	IMPERIAL SPRINKLER SUPPLY INC	00482468	4322288-00	RAINBIRD 5004	General Fund	68.05
12/04/2020	IMPERIAL SPRINKLER SUPPLY INC	00482469	4324636-00	RAINBIRD FALCON ROTO	General Fund	31.39
12/04/2020	IMPERIAL SPRINKLER SUPPLY INC	00482471	4281296-01	RAINBIRD ROTOR POP UP	General Fund	322.12
12/04/2020	IMPERIAL SPRINKLER SUPPLY INC	00482472	4320408-00	FTGS40 1"	General Fund	897.56

12/04/2020	IMPERIAL SPRINKLER SUPPLY INC	00482473	4332738-00	RAINBIRD 4" POP UP BODY	General Fund	38.91
12/04/2020	IMPERIAL SPRINKLER SUPPLY INC	00482474	4337916-00	PRTGRIS 11/2"	General Fund	94.47
12/04/2020	IMPERIAL SPRINKLER SUPPLY INC	00482475	4339646-00	SLIPFIX 1"	General Fund	99.79
12/04/2020	IMPERIAL SPRINKLER SUPPLY INC	00482476	4347459-00	VBCARSON 12"	General Fund	30.37
12/04/2020	IMPERIAL SPRINKLER SUPPLY INC	00482478	4320408-01	FTGS40 1"	General Fund	2,026.86
12/04/2020	IMPERIAL SPRINKLER SUPPLY INC	00482479	4361489-00	GLUE GREY LOW	General Fund	41.61
12/04/2020	IMPERIAL SPRINKLER SUPPLY INC	00482899	4399695-00	SUPPLIES- P&B	General Fund	2,448.37
12/04/2020	IMPERIAL SPRINKLER SUPPLY INC	00483016	4421151-00	SUPPLIES-P&B	General Fund	10.88
12/04/2020	IMPERIAL SPRINKLER SUPPLY INC	00483017	4421599-00	SUPPLIES - P&B	General Fund	326.20
12/04/2020	IMPERIAL SPRINKLER SUPPLY INC	00483018	4416955-00	SUPPLIES-P&B	General Fund	265.66
				Total for Payment No.:		6,982.29

Payment No: 017805

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	INGRAM LIBRARY SERVICES INC	00482311	49289512	JUV & TEEN ICURATE	General Fund	1,550.00
12/04/2020	INGRAM LIBRARY SERVICES INC	00482311	49289512	1241 AD BK	General Fund	1,913.16
12/04/2020	INGRAM LIBRARY SERVICES INC	00482311	49289512	1231 JUV BK	General Fund	1,503.73
12/04/2020	INGRAM LIBRARY SERVICES INC	00482311	49289512	1232 YA BK	General Fund	281.98
12/04/2020	INGRAM LIBRARY SERVICES INC	00482312	49289528	1235 AD/JUV/YA BK	General Fund	735.83
12/04/2020	INGRAM LIBRARY SERVICES INC	00482313	49289544	1233 AD/JUV BK	General Fund	283.60
12/04/2020	INGRAM LIBRARY SERVICES INC	00482403	49282169	STATE PRESCHOOLS BK	Library Operating Grant Fund	15.34
12/04/2020	INGRAM LIBRARY SERVICES INC	00482619	49407177	STATE PRESCHOOLS BK	Library Operating Grant Fund	10.22
12/04/2020	INGRAM LIBRARY SERVICES INC	00482620	49417811	1241 AD BK	General Fund	2,498.03
12/04/2020	INGRAM LIBRARY SERVICES INC	00482620	49417811	1231 JUV BK	General Fund	1,632.47
12/04/2020	INGRAM LIBRARY SERVICES INC	00482620	49417811	1232 YA BK	General Fund	96.76
12/04/2020	INGRAM LIBRARY SERVICES INC	00482621	49417825	1235 AD/JUV/YA BK	General Fund	3,466.10
12/04/2020	INGRAM LIBRARY SERVICES INC	00482623	49417840	1233 AD/JUV BK	General Fund	286.39
				Total for Payment No.:		14,273.61

Payment No: 017806

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	JAVELCO EQUIPMENT SVC INC	00482498	57510	PARTS- V#3078	Fleet Operation Fund	406.58
12/04/2020	JAVELCO EQUIPMENT SVC INC	00482499	57545	PARTS- V#3078	Fleet Operation Fund	121.84
12/04/2020	JAVELCO EQUIPMENT SVC INC	00482732	57091	MISC PARTS	Water Utility	149.55
				Total for Payment No.:		677.97

Payment No: 017807

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	JOHANNA JEAN MARCHEL	00482902	209	JANITORIAL 881 MARTIN NOV20 FR	Electric Utility	75.20
12/04/2020	JOHANNA JEAN MARCHEL	00482902	209	JANITORIAL 881 MARTIN NOV20 FR	Elec OperatingGrant Trust Fund	4.80
12/04/2020	JOHANNA JEAN MARCHEL	00482903	210	JANITORIAL 881 MARTIN DEC20	Electric Utility	2,392.30
12/04/2020	JOHANNA JEAN MARCHEL	00482903	210	JANITORIAL 881 MARTIN DEC20	Elec OperatingGrant Trust Fund	152.70
				Total for Payment No.:		2,625.00

Payment No: 017808

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	JP GRAPHICS INC	00482900	88679	MAILERS & POSTAGE GRBG RPLCMNT	Solid Waste Program	3,628.00
				Total for Payment No.:		3,628.00

Payment No: 017809

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	KIMLEY-HORN AND ASSOC INC	00483439	17637012	AGREEMENT FOR DESIGN PROFESSIO	Streets And Highways	12,059.00
				Total for Payment No.:		12,059.00

Payment No: 017810

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
--------------	-------------	-------------	-------------	-------------	-----------	-------------

12/04/2020	LINCOLN AQUATICS	00482862	36014123	LIQUID CHLORINE	General Fund	1,262.22
12/04/2020	LINCOLN AQUATICS	00482862	36014123	PESTICIDE ASSESSMENT	General Fund	58.62
				Total for Payment No.:		1,320.84

Payment No: 017811

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	LPA, INC.	00482851	97723	Professional Svcs 9/26-10/2020	Parks And Recreation	882.50
12/04/2020	LPA, INC.	00482855	97722	Professional Personnel	Parks And Recreation	2,900.00
				Total for Payment No.:		3,782.50

Payment No: 017812

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	MARIN CLEAN ENERGY	00483053	SVP-1020	CISO CHG SC SVC G2-1 OCT20	Electric Utility	59,304.70
12/04/2020	MARIN CLEAN ENERGY	00483053	SVP-1020	CISO CHG SC SVC G2-1 OCT20	Electric Utility	-396.10
				Total for Payment No.:		58,908.60

Payment No: 017813

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	MEYERS NAVE RIBACK SILVER &	00483339	2020100019	CHANGE ORDER #3: ADDITIONAL FU	Special Liability Insurance	210.00
				Total for Payment No.:		210.00

Payment No: 017814

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	MIDWEST TAPE LLC	00482511	99587881	1241 AD ABKS	General Fund	364.96
12/04/2020	MIDWEST TAPE LLC	00482511	99587881	1241 AD MCD	General Fund	20.70
12/04/2020	MIDWEST TAPE LLC	00482511	99587881	1241 AD DVD'S	General Fund	157.36
12/04/2020	MIDWEST TAPE LLC	00482511	99587881	1231 Juv DVD'S	General Fund	39.20
12/04/2020	MIDWEST TAPE LLC	00482516	99598596	1241 AD ABKS	General Fund	104.62

Total for Payment No.: 686.84

Payment No: 017815

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	MILLER STARR REGALIA, PLC	00483340	398620	LEGAL SERVICES	Electric Utility Construction	10,442.50
12/04/2020	MILLER STARR REGALIA, PLC	00483665	398148	LEGAL SERVICES	Related Santa Clara Dvlpr Fund	5,962.14
Total for Payment No.:						16,404.64

Payment No: 017816

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	MISSION TRAIL WASTE SYSTEMS	00483697	1839NOV2020	OCT 2020 GARBAGE COLLECTION	Solid Waste Program	805,831.94
12/04/2020	MISSION TRAIL WASTE SYSTEMS	00483697	1839NOV2020	OCT 2020 GARBAGE COLLECTION	Solid Waste Program	186,183.00
Total for Payment No.:						992,014.94

Payment No: 017817

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	MSR PUBLIC POWER AGENCY	00483434	111120	BIG HORN 2 POWER OCT20	Electric Utility	604,791.61
Total for Payment No.:						604,791.61

Payment No: 017818

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	MT TIRE SERVICE	00482501	15168	TIRE-V#3494 WO#128745	Fleet Operation Fund	249.45
12/04/2020	MT TIRE SERVICE	00482501	15168	TIRE TAX- V#3494 WO#128745	Fleet Operation Fund	1.91
12/04/2020	MT TIRE SERVICE	00483023	15099	LABOR-FLEET SVC	Fleet Operation Fund	120.00
12/04/2020	MT TIRE SERVICE	00483024	15125	LABOR-FLEET SVC	Fleet Operation Fund	120.00
12/04/2020	MT TIRE SERVICE	00483025	15124	LABOR-FR V3183 WO 128987	Fleet Operation Fund	25.00
12/04/2020	MT TIRE SERVICE	00483026	15045	LABOR-MD V3119 WO 128829	Fleet Operation Fund	120.00
Total for Payment No.:						636.36

Payment No: 017819

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	NALCO CO	00482446	86944538	MO.SRV FEE COGEN NOV20	Electric Utility	300.44
12/04/2020	NALCO CO	00482600	69807622	JR PORTA FEED IBC1720 11/16/20	Electric Utility	2,820.38
12/04/2020	NALCO CO	00482600	69807622	JR PORTA FEED NEXGUARD #22310	Electric Utility	4,177.94
12/04/2020	NALCO CO	00482600	69807622	TRANSPORTATION/ENERGY FEE	Electric Utility	132.63
Total for Payment No.:						7,431.39

Payment No: 017820

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	NALCO CO	00482443	69795109	PERMACLEAN PC-98 11/10/20	Electric Utility	1,088.89
12/04/2020	NALCO CO	00482443	69795109	TRANSPORTATION/ENERGY FEE	Electric Utility	8.21
12/04/2020	NALCO CO	00482445	86942638	MO.SRV FEE DVR NOV20	Electric Utility	901.29
Total for Payment No.:						1,998.39

Payment No: 017821

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	NOSSAMAN LLP	00483341	514601	CHANGE ORDER #1: ADDITIONAL FU	Special Liability Insurance	2,294.34
12/04/2020	NOSSAMAN LLP	00483341	514601	CHANGE ORDER #2: ADDITIONAL FU	Special Liability Insurance	244.56
Total for Payment No.:						2,538.90

Payment No: 017822

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	OC JONES & SONS INC	00483197	70760R	AGREEMENT FOR REED ST-GRANT ST	Parks And Recreation	31,937.50
12/04/2020	OC JONES & SONS INC	00483197	70760R	AGREEMENT FOR REED ST-GRANT ST	Parks And Recreation	208,817.60
Total for Payment No.:						240,755.10

Payment No: 017823

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	ONESOURCE DISTRIBUTORS LLC	00482734	S6446537.001	SERVICE CHARGE	Electric Utility	23.71
12/04/2020	ONESOURCE DISTRIBUTORS LLC	00482735	S6503373.002	ASSORTED SVP OH PARTS	Electric Utility	-1,137.70
12/04/2020	ONESOURCE DISTRIBUTORS LLC	00482736	S6542799.001	DUCTILE CLEVIS SOCKET	Electric Utility	194.05
12/04/2020	ONESOURCE DISTRIBUTORS LLC	00482737	S6542799.003	BC-30 CLEVIS LINK	Electric Utility	191.75
12/04/2020	ONESOURCE DISTRIBUTORS LLC	00483312	S6528438.001	COVER, OH, INSULATING, 4-1/2IN	Electric Utility	562.44
12/04/2020	ONESOURCE DISTRIBUTORS LLC	00483349	S6528438.002	FUSE 80 AMP TYPE K. AB CHANCE	Electric Utility	433.38
				Total for Payment No.:		267.63

Payment No: 017824

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	ORACLE AMERICA INC	00483342	44896623	PEOPLESFT TECH SUPPORT ORDER	General Fund	8,221.52
12/04/2020	ORACLE AMERICA INC	00483343	45092065	PEOPLESFT PROGRAM TECHNICAL S	General Fund	56,320.96
12/04/2020	ORACLE AMERICA INC	00483344	45091990	PEOPLESFT PROGRAM TECHNICAL S	General Fund	3,050.83
				Total for Payment No.:		67,593.31

Payment No: 017825

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	PENINSULA BUILDING MATERIALS	00482852	52746	YARDS OLYMPIA#2 SAND WHITE	General Fund	376.05
12/04/2020	PENINSULA BUILDING MATERIALS	00482853	52716	YARDS OLYMPIA #2 SAND WHITE	General Fund	376.05
12/04/2020	PENINSULA BUILDING MATERIALS	00482854	52684	YARDS OLYMPIA #2 SAND WHITE	General Fund	376.05
12/04/2020	PENINSULA BUILDING MATERIALS	00482856	53321	YARDS OLYMPIA #2 SAND WHITE	General Fund	376.05
12/04/2020	PENINSULA BUILDING MATERIALS	00482857	53335	YARDS OLYMPIA #2 SAND WHITE	General Fund	376.05
12/04/2020	PENINSULA BUILDING MATERIALS	00482858	54500	CONCRETE MIX	General Fund	214.20
				Total for Payment No.:		2,094.45

Payment No: 017826

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
--------------	-------------	-------------	-------------	-------------	-----------	-------------

12/04/2020	PENINSULA GYMNASTICS	00483402	0001	CONTRACT PAYMENT FOR CLASSES F	General Fund	3,255.00
Total for Payment No.:						3,255.00

Payment No: 017827

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	PG&E	00482432	6738869084-3 NOV2020	GAS TRANSPORT DVR OCT20	Electric Utility	165,534.27
Total for Payment No.:						165,534.27

Payment No: 017828

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	PG&E	00482433	6960110313-3 NOV2020	GAS TRANSPORT GIANERA OCT20	Electric Utility	7,764.96
Total for Payment No.:						7,764.96

Payment No: 017829

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	PG&E	00482889	6751776993-0 NOV2020	GAS TRANSPORT COGEN OCT20	Electric Utility	71,463.15
Total for Payment No.:						71,463.15

Payment No: 017830

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	PG&E	00483466	3345487577-5 OCT2020	ELEC SVC STONY GORGE HYD OCT20	Electric Utility	775.24
12/04/2020	PG&E	00483466	3345487577-5 OCT2020	ELEC SVC BLACK BUTTE HYD OCT20	Electric Utility	436.41
12/04/2020	PG&E	00483466	3345487577-5 OCT2020	ELEC SVC HIGH LINE CANAL OCT20	Electric Utility	104.44
Total for Payment No.:						1,316.09

Payment No: 017831

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	PG&E	00482395	0541963339-0 OCT2020	TS @ CALVERT/CALVERT	General Fund	38.12

Total for Payment No.: 38.12

Payment No: 017832

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	PITNEY BOWES POSTAGE BY PHONE	00482538	8977NOV2020	MONTHLY POSTAGE	General Fund	5,017.00
Total for Payment No.:						5,017.00

Payment No: 017833

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	PMIT	00482769	9	EBUILDER CONSULTING SVCS OCT20	Electric Utility Construction	519.41
12/04/2020	PMIT	00482769	9	EBUILDER CONSULTING SVCS OCT20	Water Utility	259.70
12/04/2020	PMIT	00482769	9	EBUILDER CONSULTING SVCS OCT20	Sewer Utility	259.70
12/04/2020	PMIT	00482769	9	EBUILDER CONSULTING SVCS OCT20	General Fund	129.85
12/04/2020	PMIT	00482769	9	EBUILDER CONSULTING SVCS OCT20	PW Capital Proj ManagementFund	129.85
12/04/2020	PMIT	00482769	9	EBUILDER CONSULTING SVCS OCT20	PW Capital Proj ManagementFund	129.85
12/04/2020	PMIT	00482769	9	EBUILDER CONSULTING SVCS OCT20	PW Capital Proj ManagementFund	129.85
Total for Payment No.:						1,558.21

Payment No: 017834

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	POWER SYSTEMS OPERATIONS	00482434	1345	VERA VALIDATION UPDATES OCT20	Electric Utility	15,862.37
Total for Payment No.:						15,862.37

Payment No: 017835

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	PREFERRED BENEFIT	00483714	EIA35390	DENTAL PREMIUMS GROUP 1	Payroll Liability&ClearingAcct	7,478.16

12/04/2020	PREFERRED BENEFIT	00483715	EIA35389	DENTAL PREMIUMS GROUP 5&6	Payroll Liability&ClearingAcct	74,335.60
12/04/2020	PREFERRED BENEFIT	00483719	EIA35391	VISION PREMIUMS DEC 2020	Payroll Liability&ClearingAcct	9,963.50
				Total for Payment No.:		91,777.26

Payment No: 017836

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	RANKIN LANDSNESS LAHDE	00483286	38632	LEGAL SERVICES	Special Liability Insurance	2,196.00
				Total for Payment No.:		2,196.00

Payment No: 017837

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	RELIABILITY OPTIMIZATION INC	00482447	20-00088	PETASENSE ANALYSIS 6/20-11/8/20	Electric Utility	1,125.00
				Total for Payment No.:		1,125.00

Payment No: 017838

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	RICOH CORP	00483320	9028653744	NOV 2020 LEASE RICOH	Information Technology Service	17,329.67
12/04/2020	RICOH CORP	00483320	9028653744	RICOH STADIUM BRIEFING	General Fund	84.78
12/04/2020	RICOH CORP	00483320	9028653744	RICOH STADIUM MANAGER	S.C.Stadium Authority Ops	77.23
12/04/2020	RICOH CORP	00483320	9028653744	EXPEDITED SHIPPING TONERS	Water Utility	59.00
				Total for Payment No.:		17,550.68

Payment No: 017839

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	SAFEWAY SIGN CO	00483027	50759	SUPPLIES-SIGN SHOP	General Fund	5,691.49
				Total for Payment No.:		5,691.49

Payment No: 017840

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	SCOTT'S PPE RECON INC	00482406	36593	TURNOUT REPAIRS 10/2020 NONTAX	Fire Department	693.50
12/04/2020	SCOTT'S PPE RECON INC	00482406	36593	TURNOUT REPAIRS 10/2020 TAXABL	Fire Department	5.45
12/04/2020	SCOTT'S PPE RECON INC	00482407	36483	TURNOUT REPAIRS 9/2020 NONTAX	Fire Department	688.50
				Total for Payment No.:		1,387.45

Payment No: 017841

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	SINGER ASSOCIATES, INC.	00483288	134408	Media Relations and Public Aff	General Fund	8,200.00
				Total for Payment No.:		8,200.00

Payment No: 017842

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	STAPLES ADVANTAGE	00483379	8060180895-BLDGINSP	OFFICE SUPPLIES	General Fund	22.86
12/04/2020	STAPLES ADVANTAGE	00483380	8060180895-CMO	OFFICE SUPPLIES	General Fund	165.31
12/04/2020	STAPLES ADVANTAGE	00483381	8060180895-ELECGEN	OFFICE SUPPLIES	Electric Utility	847.10
12/04/2020	STAPLES ADVANTAGE	00483382	8060180895-ELECYARD	OFFICE SUPPLIES	Electric Utility	86.27
12/04/2020	STAPLES ADVANTAGE	00483382	8060180895-ELECYARD	OFFICE SUPPLIES	Electric Utility	279.05
12/04/2020	STAPLES ADVANTAGE	00483382	8060180895-ELECYARD	OFFICE SUPPLIES	Electric Utility	230.45
12/04/2020	STAPLES ADVANTAGE	00483382	8060180895-ELECYARD	OFFICE SUPPLIES	Electric Utility	263.73
12/04/2020	STAPLES ADVANTAGE	00483382	8060180895-ELECYARD	OFFICE SUPPLIES	Electric Utility	51.27
12/04/2020	STAPLES ADVANTAGE	00483382	8060180895-ELECYARD	OFFICE SUPPLIES	Electric Utility	36.70
12/04/2020	STAPLES ADVANTAGE	00483382	8060180895-ELECYARD	OFFICE SUPPLIES	Electric Utility	123.92
12/04/2020	STAPLES ADVANTAGE	00483382	8060180895-ELECYARD	OFFICE SUPPLIES	Electric Utility	37.13
12/04/2020	STAPLES ADVANTAGE	00483383	8060180895-ENG	OFFICE SUPPLIES	General Fund	17.13
12/04/2020	STAPLES ADVANTAGE	00483383	8060180895-ENG	OFFICE SUPPLIES	General Fund	30.14
12/04/2020	STAPLES ADVANTAGE	00483383	8060180895-ENG	OFFICE SUPPLIES	General Fund	63.45
12/04/2020	STAPLES ADVANTAGE	00483384	8060180895-FINANCE	OFFICE SUPPLIES	General Fund	40.36

12/04/2020	STAPLES ADVANTAGE	00483385	8060180895-FIRE	OFFICE SUPPLIES	General Fund	181.18
12/04/2020	STAPLES ADVANTAGE	00483386	8060180895-HCS	OFFICE SUPPLIES	General Fund	386.68
12/04/2020	STAPLES ADVANTAGE	00483387	8060180895-HR	OFFICE SUPPLIES	General Fund	51.39
12/04/2020	STAPLES ADVANTAGE	00483388	8060180895-PARKCH	OFFICE SUPPLIES	General Fund	117.56
12/04/2020	STAPLES ADVANTAGE	00483389	8060180895-PARK CRC	OFFICE SUPPLIES	General Fund	336.68
12/04/2020	STAPLES ADVANTAGE	00483390	8060180895-PLANNING	OFFICE SUPPLIES	General Fund	85.52
12/04/2020	STAPLES ADVANTAGE	00483391	8060180895-POLICEDET	OFFICE SUPPLIES	General Fund	69.36
12/04/2020	STAPLES ADVANTAGE	00483392	8060180895-POLICESPECIAL	OFFICE SUPPLIES	General Fund	77.04
12/04/2020	STAPLES ADVANTAGE	00483393	8060180895-POLICESVC	OFFICE SUPPLIES	General Fund	245.86
12/04/2020	STAPLES ADVANTAGE	00483393	8060180895-POLICESVC	OFFICE SUPPLIES	General Fund	170.09
12/04/2020	STAPLES ADVANTAGE	00483393	8060180895-POLICESVC	OFFICE SUPPLIES	General Fund	71.89
12/04/2020	STAPLES ADVANTAGE	00483393	8060180895-POLICESVC	OFFICE SUPPLIES	General Fund	-91.72
12/04/2020	STAPLES ADVANTAGE	00483394	8060180895-WATER	OFFICE SUPPLIES	Sewer Utility	114.79
12/04/2020	STAPLES ADVANTAGE	00483394	8060180895-WATER	OFFICE SUPPLIES	Water Utility	159.22
				Total for Payment No.:		4,270.41

Payment No: 017843

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	STAR CONSTRUCTION, INC	00483206	5	AGREEMENT FOR THE HOMERIDGE PA	Parks And Recreation	166,600.00
12/04/2020	STAR CONSTRUCTION, INC	00483206	5	15% CONTINGENCY.	Parks And Recreation	50,187.29
12/04/2020	STAR CONSTRUCTION, INC	00483206	5	RETENTION	Parks And Recreation	-10,839.36
12/04/2020	STAR CONSTRUCTION, INC	00483206	5	ADD BACK LINES FROM V#477695	Deposit Funds.	18,387.45
				Total for Payment No.:		224,335.38

Payment No: 017844

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	T&T PAVEMENT MARKINGS AND PRODUCTS, INC.	00483028	2020516	SUPPLIES-SIGN TRUCK	General Fund	1,091.85
				Total for Payment No.:		1,091.85

Payment No: 017845

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	TECHNOLOGY, ENGINEERING & CONSTRUCTION	00482909	201252	MONTHLY INSPECTIONS 10/15/20	Fleet Operation Fund	375.00
				Total for Payment No.:		375.00

Payment No: 017846

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	THE GOODYEAR TIRE & RUBBER COMPANY	00482494	189-1104997	PARTS- STOCK	Fleet Operation Fund	2,387.80
				Total for Payment No.:		2,387.80

Payment No: 017847

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	TINA A. THOMAS	00483326	31059	CHANGE ORDER #3: ADDITIONAL FU	Special Liability Insurance	22,800.00
12/04/2020	TINA A. THOMAS	00483332	31061	LEGAL SERVICES	Special Liability Insurance	4,125.00
				Total for Payment No.:		26,925.00

Payment No: 017848

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	TRAYER ENGINEERING CORP	00483251	0000026817	SWITCH, PADMOUNT, LIQUID-INSUL	Electric Utility	38,871.07
12/04/2020	TRAYER ENGINEERING CORP	00483277	0000026826	SWITCH, PADMOUNT, LIQUID-INSUL	Electric Utility	38,871.07
				Total for Payment No.:		77,742.14

Payment No: 017849

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	UNISYS CORP	00483323	M2010007	INFORMATION TECHNOLOGY SERVICE	Information Technology Service	673,105.57
12/04/2020	UNISYS CORP	00483323	M2010007	STADIUM OPERATIONS COSTS	General Fund	969.78

Total for Payment No.: 674,075.35

Payment No: 017850

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	UNIVERSAL SITE SERVICES	00483441	20037955	FY 2020-21 SWEEPING SERVICES F	Convention Cnt Maintenance Dis	2,251.00
Total for Payment No.:						2,251.00

Payment No: 017851

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	VALBRIDGE PROPERTY ADVISORS	00482570	30405	PROP APPRAISAL NORM HULBERT	Electric Utility Construction	900.00
12/04/2020	VALBRIDGE PROPERTY ADVISORS	00482570	30405	PROP APPRAISAL BY VP/MAI APPRA	Electric Utility Construction	1,008.00
Total for Payment No.:						1,908.00

Payment No: 017852

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	VANTAGE DATA CENTERS	00482817	1965	CARRIER ACCESS DEC20 2897 NORT	Electric Utility	400.00
12/04/2020	VANTAGE DATA CENTERS	00482824	1982	CARRIER ACCESS DEC20 737MATHEW	Electric Utility	400.00
Total for Payment No.:						800.00

Payment No: 017853

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	WAXIE SANITARY SUPPLY	00482482	79599887	PAPER TOWELS	General Fund	142.08
12/04/2020	WAXIE SANITARY SUPPLY	00482866	79622261	IN-SIGHT SANITOUCH	General Fund	213.37
Total for Payment No.:						355.45

Payment No: 017854

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
--------------	-------------	-------------	-------------	-------------	-----------	-------------

12/04/2020	WESTERN RENEWABLE ENERGY	00482754	WR21978	DELIVERABILITY-NERC TAG	Electric Utility	212.00
12/04/2020	WESTERN RENEWABLE ENERGY	00482754	WR21978	CERTS CREATED	Electric Utility	169.32
12/04/2020	WESTERN RENEWABLE ENERGY	00482754	WR21978	CERTS TRANSFERRED	Electric Utility	10.31
12/04/2020	WESTERN RENEWABLE ENERGY	00482755	WR22417	OATI FEE	Electric Utility	212.00
12/04/2020	WESTERN RENEWABLE ENERGY	00482755	WR22417	CERTS CREATED	Electric Utility	161.72
				Total for Payment No.:		765.35

Payment No: 017855

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	WESTERN STATES OIL CO	00482510	446450	UNLDED- PD MOTRCY TANK#91	Fleet Operation Fund	153.90
				Total for Payment No.:		153.90
				Overall Total		6,688,387.11



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

Run Date 12/3/2020
Run Time 9:43:32 AM

Sorted by Payment Number

Payment No: 647363

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	ALEX PRICE	00482803	32132NOV2020	20-21 BOOT/CLOTHING REIMB	Electric Utility	191.30
				Total for Payment No.:		191.30

Payment No: 647364

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	ANTHONY CARNESECCA	00483690	00079790-01 Utility Refund A	UTILITY REFUND	General Fund	206.78
				Total for Payment No.:		206.78

Payment No: 647365

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	ANTHONY D VALDEZ	00482624	2965NOV2020	SAFTY BOOTS/CLOTH REIMB FY2021	Electric Utility	267.05
				Total for Payment No.:		267.05

Payment No: 647366

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	ATMURI, SURYAKUMAR	00483694	81226-02 Utility Refund	UTILITY REFUND	General Fund	1,239.80
				Total for Payment No.:		1,239.80

Payment No: 647367

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	AUDREY MITCHELL	00483692	00081617-01 Utility Refund	UTILITY REFUND	General Fund	167.93
				Total for Payment No.:		167.93

Payment No: 647368

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	BULMARO LOPEZ	00483676	29689OCT2020	NW LINEMAN SCHOOL YR 4	Electric Utility	732.65
				Total for Payment No.:		732.65

Payment No: 647369

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	CALIFORNIA BANK OF COMMERCE	00483324	24570NOV2020	RETENTION	Streets And Highways	134,669.61
				Total for Payment No.:		134,669.61

Payment No: 647370

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	CARSTEN LANGROCK	00483691	00073788-02 Utility Refund C	UTILITY REFUND	General Fund	91.57
				Total for Payment No.:		91.57

Payment No: 647371

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	CHARLES BANKSTON	00483667	29688OCT2020	NW LINEMAN SCHOOL YR 4	Electric Utility	730.35
				Total for Payment No.:		730.35

Payment No: 647372

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	ELAINE CORONA	00483680	PRCK#88952	REPLACE OUTDATED PR CHECK	Payroll Liability&ClearingAcct	160.45
				Total for Payment No.:		160.45

Payment No: 647373

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
--------------	-------------	-------------	-------------	-------------	-----------	-------------

12/04/2020	FOSTER, CHRIS	00482626	14205NOV2020	SAFTY BOOT/CLOTH REIMB FY2021	Electric Utility	169.33
Total for Payment No.:						169.33
Payment No: 647374						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	GABRIEL SOSA	00483674	31752OCT2020	NW LINEMAN SCHOOL YR 2	Electric Utility	720.00
Total for Payment No.:						720.00
Payment No: 647375						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	GROUNDSWELL LANDSCAPE DESIGN	00483335	082420	AGREEMENT FOR MAGICAL BRIDGE A	Parks And Recreation	28,505.00
Total for Payment No.:						28,505.00
Payment No: 647376						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	IMOGENE J. PETRUCE	00483678	35782NOV2020	REFUND REPURCHASE	Cemetery	1,217.27
Total for Payment No.:						1,217.27
Payment No: 647377						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	JOHN LEE	00483205	35789NOV2020	ALARM FEE ERROR REFUND	General Fund	37.00
Total for Payment No.:						37.00
Payment No: 647378						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	KINGSLEY D D CHEN	00483693	00074446-01 Utility Refund C	UTILITY REFUND	General Fund	218.32
Total for Payment No.:						218.32

Payment No: 647379

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	LEE HOSTETLER	00483668	25654OCT2020	NW LINEMAN SCHOOL YR 4	Electric Utility	723.45
				Total for Payment No.:		723.45

Payment No: 647380

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	LINGTON GORDON	00482627	21891NOV2020	PURCHASED 28' EXT LADDR	Electric Utility	391.31
12/04/2020	LINGTON GORDON	00482628	21891NOV2020A	SAFTY BOOT/CLOTH REIMB FY 2021	Electric Utility	222.28
				Total for Payment No.:		613.59

Payment No: 647381

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	MATTHEW ELLIOTT	00483666	25311OCT2020	NW LINEMAN SCHOOL YR 4	Electric Utility	756.23
				Total for Payment No.:		756.23

Payment No: 647382

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	MATTHEW SAVAGE	00483673	29690OCT2020	NW LINEMAN SCHOOL YR 4	Electric Utility	724.60
				Total for Payment No.:		724.60

Payment No: 647383

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	MICHAEL J. SANCHEZ	00483677	32051OCT2020	NW LINEMAN SCHOOL YR 2	Electric Utility	722.88
				Total for Payment No.:		722.88

Payment No: 647384

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
--------------	-------------	-------------	-------------	-------------	-----------	-------------

12/04/2020	NATHAN A. RICHMOND	00483664	30323OCT2020A	NW LINEMAN SCHOOL YR 2	Electric Utility	725.75
Total for Payment No.:						725.75

Payment No: 647385

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	NICOLE TILLMAN	00474301	PRCK#89094	REPLACE OUTDATED PRCK#89094	Payroll Liability&ClearingAcct	4,192.05
12/04/2020	NICOLE TILLMAN	00474302	PRCK#89236	REPLACE OUTDATED PRCK#89236	Payroll Liability&ClearingAcct	3,291.41
12/04/2020	NICOLE TILLMAN	00474303	PRCK#89394	REPLACE OUTDATED PRCK#89394	Payroll Liability&ClearingAcct	2,693.83
12/04/2020	NICOLE TILLMAN	00474304	PRCK#89524	REPLACE OUTDATED PRCK#89524	Payroll Liability&ClearingAcct	2,971.43
Total for Payment No.:						13,148.72

Payment No: 647386

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	RANDY KENT	00482408	35349NOV2020	CAP REIMBURSE - NOVEMBER	General Fund	40.00
Total for Payment No.:						40.00

Payment No: 647387

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	RICK A GRIFFITH	00482625	35086NOV2020	STATE WATER DIST CERT	Electric Utility	70.00
Total for Payment No.:						70.00

Payment No: 647388

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	ROBERTS, BRYANT J.	00483675	30324OCT2020	NW LINEMAN SCHOOL YR 4	Electric Utility	741.85
Total for Payment No.:						741.85

Payment No: 647389

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	SANTA CLARA CO CLERK-RECORDER	00483327	2432NOV2020	RECORDING AHA-1205 COLEMAN AVE	General Fund	5.00
				Total for Payment No.:		5.00

Payment No: 647390

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	SANTA CLARA CO CLERK-RECORDER	00483328	2432NOV2020A	RECORD COVENANTS-1205 COLEMAN	General Fund	5.00
				Total for Payment No.:		5.00

Payment No: 647391

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	SANTA CLARA CO CLERK-RECORDER	00483331	2432NOV2020B	RECORD COVENANT-575 BENTON ST	General Fund	5.00
				Total for Payment No.:		5.00

Payment No: 647392

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	SANTA CLARA CO CLERK-RECORDER	00483679	2432NOV2020C	RECORDING-NCIP #00442 & #10021	H.U.D Capital Projects	40.00
				Total for Payment No.:		40.00

Payment No: 647393

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	SANTA CLARA COUNTY	00482801	2429SEP2020	FY20-21 PROP TAX GUADALUPE STA	Sewer Utility	57.18
				Total for Payment No.:		57.18

Payment No: 647394

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	SANTA CLARA COUNTY	00482802	2429SEP2020A	FY20-21 PROP TAX NORTHSIDE STA	Sewer Utility	52.20

Total for Payment No.: 52.20

Payment No: 647395

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	STATEN SOLAR CORPORATION	00483207	21030	CONTRACT FOR THE PHOTOVOLTAIC	Library	2,999.46
12/04/2020	STATEN SOLAR CORPORATION	00483207	21030	RETENTION	Library	-149.97
Total for Payment No.:						2,849.49

Payment No: 647396

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	THE MECHANICS BANK	00483198	1772NOV2020	EXCROW AGREEMENT FOR THE REED	Parks And Recreation	3,312.50
12/04/2020	THE MECHANICS BANK	00483198	1772NOV2020	ESCROW AGREEMENT FOR THE REED	Parks And Recreation	10,990.40
Total for Payment No.:						14,302.90

Payment No: 647397

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	THOMAS MCCULLOUGH	00483663	27744OCT2020	NW LINEMAN SCHOOL YR 2	Electric Utility	732.65
Total for Payment No.:						732.65

Payment No: 647398

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	651 WALSH PARTNERS LLC	00483593	63125-08 Utility Refund	UTILITY REFUND	General Fund	1,131.70
Total for Payment No.:						1,131.70

Payment No: 647399

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	AJSA MUJAGIC	00483602	67305-04 Utility Refund	UTILITY REFUND	General Fund	7.06
Total for Payment No.:						7.06

Payment No: 647400

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	ALBERTO GUTIERREZ	00483517	43293-20 Utility Refund	UTILITY REFUND	General Fund	41.87
				Total for Payment No.:		41.87

Payment No: 647401

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	ALEKSANDR URAKHCHIN	00483560	59241-21 Utility Refund	UTILITY REFUND	General Fund	20.12
				Total for Payment No.:		20.12

Payment No: 647402

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	ALISON DURKEE	00483541	56866-22 Utility Refund	UTILITY REFUND	General Fund	42.47
				Total for Payment No.:		42.47

Payment No: 647403

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	ALVISO ROCK INC AND SUBSIDIARY	00483595	65015-10 Utility Refund	UTILITY REFUND	General Fund	1,424.46
				Total for Payment No.:		1,424.46

Payment No: 647404

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	AM LOGIC INC	00483490	13795-08 Utility Refund	UTILITY REFUND	General Fund	116.31
				Total for Payment No.:		116.31

Payment No: 647405

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	AMANDA WENAS	00483623	70602-11 Utility Refund	UTILITY REFUND	General Fund	217.36

Total for Payment No.: 217.36

Payment No: 647406

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	ANAND PATURI	00483645	72090-19 Utility Refund	UTILITY REFUND	General Fund	57.60
Total for Payment No.:						57.60

Payment No: 647407

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	ANGELINA CARRASCO	00483603	67609-05 Utility Refund	UTILITY REFUND	General Fund	91.54
Total for Payment No.:						91.54

Payment No: 647408

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	ANTHONY TO	00483639	71449-06 Utility Refund	UTILITY REFUND	General Fund	43.67
Total for Payment No.:						43.67

Payment No: 647409

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	ARTHUR BASHFORD	00483525	52517-01 Utility Refund	UTILITY REFUND	General Fund	163.94
Total for Payment No.:						163.94

Payment No: 647410

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	ASEEM BHANDARI	00483618	70021-07 Utility Refund	UTILITY REFUND	General Fund	78.40
Total for Payment No.:						78.40

Payment No: 647411

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	AYUMI HARSONO	00483644	72068-09 Utility Refund	UTILITY REFUND	General Fund	36.93
				Total for Payment No.:		36.93

Payment No: 647412

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	B-BRIDGE INTERNATIONAL INC	00483587	62529-06 Utility Refund	UTILITY REFUND	General Fund	1,216.92
				Total for Payment No.:		1,216.92

Payment No: 647413

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	BABYLON AUTO SERVICES & DEALER	00483512	34431-06 Utility Refund	UTILITY REFUND	General Fund	175.09
				Total for Payment No.:		175.09

Payment No: 647414

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	BAHWAN CYBERTEK INC	00483614	68972-17 Utility Refund	UTILITY REFUND	General Fund	56.12
				Total for Payment No.:		56.12

Payment No: 647415

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	BALJIT CHANDHOKE	00483617	69800-04 Utility Refund	UTILITY REFUND	General Fund	182.52
				Total for Payment No.:		182.52

Payment No: 647416

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	BETHANY CODER	00483492	14763-14 Utility Refund	UTILITY REFUND	General Fund	12.39
				Total for Payment No.:		12.39

Payment No: 647417

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	BHAGATRAM JANARTHANAN	00483640	71487-04 Utility Refund	UTILITY REFUND	General Fund	6.33
				Total for Payment No.:		6.33

Payment No: 647418

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	BLUESKY RESTORATION CONTRACTORS LLC	00483493	15440-02 Utility Refund	UTILITY REFUND	General Fund	62.40
				Total for Payment No.:		62.40

Payment No: 647419

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	BOBBY MANGATTOOR	00483519	44347-19 Utility Refund	UTILITY REFUND	General Fund	13.44
				Total for Payment No.:		13.44

Payment No: 647420

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	C1- SANTA CLARA LLC	00483591	63088-04 Utility Refund	UTILITY REFUND	General Fund	198,678.53
				Total for Payment No.:		198,678.53

Payment No: 647421

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	CAROL BROCKMEIER	00483609	68751-19 Utility Refund	UTILITY REFUND	General Fund	13.44
				Total for Payment No.:		13.44

Payment No: 647422

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	CHAOYU GAO	00483522	51598-03 Utility Refund	UTILITY REFUND	General Fund	21.30

Total for Payment No.:	21.30
------------------------	-------

Payment No: 647423

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	CHELSEA ATKINS	00483509	31606-13 Utility Refund	UTILITY REFUND	General Fund	18.57
Total for Payment No.:						18.57

Payment No: 647424

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	CHRISTINA SALYS	00483607	68637-05 Utility Refund	UTILITY REFUND	General Fund	121.86
Total for Payment No.:						121.86

Payment No: 647425

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	CHRISTOPHER A FAUGHT	00483539	56658-03 Utility Refund	UTILITY REFUND	General Fund	32.20
Total for Payment No.:						32.20

Payment No: 647426

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	DANEVA, APOORVA	00483629	70736-15 Utility Refund	UTILITY REFUND	General Fund	172.58
Total for Payment No.:						172.58

Payment No: 647427

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	DARREN FRASER	00483569	60905-25 Utility Refund	UTILITY REFUND	General Fund	133.02
Total for Payment No.:						133.02

Payment No: 647428

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	DARRYL GRANT	00483505	25418-08 Utility Refund	UTILITY REFUND	General Fund	85.09
				Total for Payment No.:		85.09

Payment No: 647429

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	DEBRA ROSSEBO	00483521	47669-03 Utility Refund	UTILITY REFUND	General Fund	415.81
				Total for Payment No.:		415.81

Payment No: 647430

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	DENISE ENGLAND	00483513	37297-07 Utility Refund	UTILITY REFUND	General Fund	325.22
				Total for Payment No.:		325.22

Payment No: 647431

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	DIANHUI XU	00483523	51823-09 Utility Refund	UTILITY REFUND	General Fund	5.11
				Total for Payment No.:		5.11

Payment No: 647432

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	DIVYANSH SAINI	00483532	54488-26 Utility Refund	UTILITY REFUND	General Fund	7.83
				Total for Payment No.:		7.83

Payment No: 647433

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	DMITRY ORLOV	00483571	61102-30 Utility Refund	UTILITY REFUND	General Fund	79.66
				Total for Payment No.:		79.66

Payment No: 647434

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	DONNA M COTNER	00483506	29008-01 Utility Refund	UTILITY REFUND	General Fund	480.93
				Total for Payment No.:		480.93

Payment No: 647435

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	DWAYNE NASH	00483610	68769-15 Utility Refund	UTILITY REFUND	General Fund	15.36
				Total for Payment No.:		15.36

Payment No: 647436

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	EDDY PURNOMO	00483619	70587-15 Utility Refund	UTILITY REFUND	General Fund	145.74
				Total for Payment No.:		145.74

Payment No: 647437

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	EDWARD KARGBO	00483515	39903-04 Utility Refund	UTILITY REFUND	General Fund	218.57
				Total for Payment No.:		218.57

Payment No: 647438

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	EDWIN SANCHEZ	00483533	55320-17 Utility Refund	UTILITY REFUND	General Fund	102.88
				Total for Payment No.:		102.88

Payment No: 647439

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	EVAN PHIBBS	00483656	79657-02 Utility Refund	UTILITY REFUND	General Fund	15.94

Total for Payment No.: 15.94

Payment No: 647440

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	FAIZ ABIDI	00483598	65650-21 Utility Refund	UTILITY REFUND	General Fund	11.74
Total for Payment No.:						11.74

Payment No: 647441

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	FLORENCE HOLLINGER	00483516	40353-01 Utility Refund	UTILITY REFUND	General Fund	41.45
Total for Payment No.:						41.45

Payment No: 647442

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	G&I VIII WESTCORE 3506 BASSETT	00483579	62034-04 Utility Refund	UTILITY REFUND	General Fund	346.95
12/04/2020	G&I VIII WESTCORE 3506 BASSETT	00483585	62053-05 Utility Refund	UTILITY REFUND	General Fund	3,568.95
12/04/2020	G&I VIII WESTCORE 3506 BASSETT	00483586	62054-05 Utility Refund	UTILITY REFUND	General Fund	234.79
Total for Payment No.:						4,150.69

Payment No: 647443

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	G&I VIII WESTCORE 3520 BASSETT	00483580	62037-06 Utility Refund	UTILITY REFUND	General Fund	44,490.15
12/04/2020	G&I VIII WESTCORE 3520 BASSETT	00483581	62038-06 Utility Refund	UTILITY REFUND	General Fund	346.95
12/04/2020	G&I VIII WESTCORE 3520 BASSETT	00483582	62041-06 Utility Refund	UTILITY REFUND	General Fund	3,213.53
12/04/2020	G&I VIII WESTCORE 3520 BASSETT	00483583	62042-06 Utility Refund	UTILITY REFUND	General Fund	346.94
Total for Payment No.:						48,397.57

Payment No: 647444

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	G&I VIII WESTCORE 3540 & 3550	00483495	17034-04 Utility Refund	UTILITY REFUND	General Fund	249.36
12/04/2020	G&I VIII WESTCORE 3540 & 3550	00483496	17036-08 Utility Refund	UTILITY REFUND	General Fund	2,641.79
12/04/2020	G&I VIII WESTCORE 3540 & 3550	00483584	62044-08 Utility Refund	UTILITY REFUND	General Fund	346.95
				Total for Payment No.:		3,238.10

Payment No: 647445

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	G&I VIII WESTCORE MEMOREX & RI	00483498	18086-03 Utility Refund	UTILITY REFUND	General Fund	659.74
12/04/2020	G&I VIII WESTCORE MEMOREX & RI	00483499	18087-03 Utility Refund	UTILITY REFUND	General Fund	624.58
12/04/2020	G&I VIII WESTCORE MEMOREX & RI	00483589	62927-03 Utility Refund	UTILITY REFUND	General Fund	68,983.09
12/04/2020	G&I VIII WESTCORE MEMOREX & RI	00483590	62928-03 Utility Refund	UTILITY REFUND	General Fund	234.54
12/04/2020	G&I VIII WESTCORE MEMOREX & RI	00483600	66853-03 Utility Refund	UTILITY REFUND	General Fund	139.39
				Total for Payment No.:		70,641.34

Payment No: 647446

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	GEORGIA CIENKUS	00483510	32796-19 Utility Refund	UTILITY REFUND	General Fund	19.11
				Total for Payment No.:		19.11

Payment No: 647447

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	GERTRUDE FERNANDES	00483535	55967-01 Utility Refund	UTILITY REFUND	General Fund	70.44
				Total for Payment No.:		70.44

Payment No: 647448

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	GRACE QIN	00483553	58468-04 Utility Refund	UTILITY REFUND	General Fund	34.15
				Total for Payment No.:		34.15

Payment No: 647449

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	GRAZIELLY TEODORO	00483501	21940-13 Utility Refund	UTILITY REFUND	General Fund	40.02
				Total for Payment No.:		40.02

Payment No: 647450

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	HAOYU YUAN	00483630	70739-16 Utility Refund	UTILITY REFUND	General Fund	107.68
				Total for Payment No.:		107.68

Payment No: 647451

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	HARRY LI	00483497	17447-10 Utility Refund	UTILITY REFUND	General Fund	51.59
				Total for Payment No.:		51.59

Payment No: 647452

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	HARRY SHAPIRO	00483507	31316-14 Utility Refund	UTILITY REFUND	General Fund	5.25
				Total for Payment No.:		5.25

Payment No: 647453

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	HAVEN LINKA	00483627	70697-25 Utility Refund	UTILITY REFUND	General Fund	20.92
				Total for Payment No.:		20.92

Payment No: 647454

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	HITHESH SEKHAR BATHALA	00483511	33612-28 Utility Refund	UTILITY REFUND	General Fund	74.37

Total for Payment No.: 74.37

Payment No: 647455

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	HOLDER CONSTRUCTION	00483596	65035-07 Utility Refund	UTILITY REFUND	General Fund	1,891.37
Total for Payment No.:						1,891.37

Payment No: 647456

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	INGRID GERBINO	00483634	70800-20 Utility Refund	UTILITY REFUND	General Fund	30.28
Total for Payment No.:						30.28

Payment No: 647457

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	IURII KOLDOBANOV	00483568	60871-19 Utility Refund	UTILITY REFUND	General Fund	142.24
Total for Payment No.:						142.24

Payment No: 647458

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	IVETTE A ARELLANO	00483528	53946-28 Utility Refund	UTILITY REFUND	General Fund	6.70
Total for Payment No.:						6.70

Payment No: 647459

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	JACKSON TAKES	00483632	70782-10 Utility Refund	UTILITY REFUND	General Fund	56.76
Total for Payment No.:						56.76

Payment No: 647460

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	JACOB MENDES	00483631	70742-16 Utility Refund	UTILITY REFUND	General Fund	5.96
				Total for Payment No.:		5.96

Payment No: 647461

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	JAMIE CALIMQUIM KAILASH	00483544	57133-04 Utility Refund	UTILITY REFUND	General Fund	18.71
				Total for Payment No.:		18.71

Payment No: 647462

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	JAN VILJOEN	00483599	66510-07 Utility Refund	UTILITY REFUND	General Fund	157.72
				Total for Payment No.:		157.72

Payment No: 647463

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	JEREMIAS BLENDIN	00483605	68383-16 Utility Refund	UTILITY REFUND	General Fund	164.42
				Total for Payment No.:		164.42

Payment No: 647464

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	JINHO PARK	00483542	56883-18 Utility Refund	UTILITY REFUND	General Fund	5.44
				Total for Payment No.:		5.44

Payment No: 647465

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	JODESSA BRAGA	00483615	69020-12 Utility Refund	UTILITY REFUND	General Fund	20.87
				Total for Payment No.:		20.87

Payment No: 647466

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	JOHN A VANDERAAR	00483538	56358-01 Utility Refund	UTILITY REFUND	General Fund	16.78
				Total for Payment No.:		16.78

Payment No: 647467

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	JOHN M NORDLING	00483653	74061-01 Utility Refund	UTILITY REFUND	General Fund	53.98
				Total for Payment No.:		53.98

Payment No: 647468

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	JOSE MANUEL CISNEROS GARCIA	00483647	72233-12 Utility Refund	UTILITY REFUND	General Fund	137.16
				Total for Payment No.:		137.16

Payment No: 647469

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	JOSEPH TURK	00483551	58315-13 Utility Refund	UTILITY REFUND	General Fund	8.60
				Total for Payment No.:		8.60

Payment No: 647470

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	JOSEPHINE L TUTMAN	00483556	58738-19 Utility Refund	UTILITY REFUND	General Fund	46.51
				Total for Payment No.:		46.51

Payment No: 647471

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	JUAN SOLIS	00483562	59376-05 Utility Refund	UTILITY REFUND	General Fund	13.82

Total for Payment No.: 13.82

Payment No: 647472

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	JULIE MCCARTHY	00483626	70695-16 Utility Refund	UTILITY REFUND	General Fund	46.72
Total for Payment No.:						46.72

Payment No: 647473

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	KARTHIK GODAVARTHI	00483548	57812-23 Utility Refund	UTILITY REFUND	General Fund	89.48
Total for Payment No.:						89.48

Payment No: 647474

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	KDW CONSTRUCTION	00483502	24518-07 Utility Refund	UTILITY REFUND	General Fund	299.47
Total for Payment No.:						299.47

Payment No: 647475

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	KEYSIGHT TECH INC	00483573	61180-06 Utility Refund	UTILITY REFUND	General Fund	10,938.48
Total for Payment No.:						10,938.48

Payment No: 647476

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	KIM, BOK	00483514	39122-08 Utility Refund	UTILITY REFUND	General Fund	27.10
Total for Payment No.:						27.10

Payment No: 647477

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	KRISTEN PARKER	00483526	53605-07 Utility Refund	UTILITY REFUND	General Fund	143.88
				Total for Payment No.:		143.88

Payment No: 647478

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	LAKE PARK ASSOCIATES LLC	00483574	61218-04 Utility Refund	UTILITY REFUND	General Fund	3,546.07
12/04/2020	LAKE PARK ASSOCIATES LLC	00483575	61219-05 Utility Refund	UTILITY REFUND	General Fund	2,110.05
12/04/2020	LAKE PARK ASSOCIATES LLC	00483576	61227-03 Utility Refund	UTILITY REFUND	General Fund	2,498.90
12/04/2020	LAKE PARK ASSOCIATES LLC	00483597	65417-05 Utility Refund	UTILITY REFUND	General Fund	376.70
				Total for Payment No.:		8,531.72

Payment No: 647479

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	LANA MILLSON	00483643	72050-20 Utility Refund	UTILITY REFUND	General Fund	10.15
				Total for Payment No.:		10.15

Payment No: 647480

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	LEADERSHIP ACADEMY	00483518	43389-07 Utility Refund	UTILITY REFUND	General Fund	798.08
				Total for Payment No.:		798.08

Payment No: 647481

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	LEI DING	00483637	70868-18 Utility Refund	UTILITY REFUND	General Fund	144.09
				Total for Payment No.:		144.09

Payment No: 647482

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	LENOVO	00483654	75295-02 Utility Refund	UTILITY REFUND	General Fund	15,887.06
				Total for Payment No.:		15,887.06

Payment No: 647483

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	LIPPOLD, KATIE	00483494	15511-10 Utility Refund	UTILITY REFUND	General Fund	6.72
				Total for Payment No.:		6.72

Payment No: 647484

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	LISA CORSETTI	00483564	60244-08 Utility Refund	UTILITY REFUND	General Fund	64.60
				Total for Payment No.:		64.60

Payment No: 647485

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	MARJORIE AMARAL	00483550	57932-22 Utility Refund	UTILITY REFUND	General Fund	98.53
				Total for Payment No.:		98.53

Payment No: 647486

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	MARYAM SAFAEI MEHRANPOOR	00483555	58710-27 Utility Refund	UTILITY REFUND	General Fund	50.26
				Total for Payment No.:		50.26

Payment No: 647487

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	MASASHI ICHIHARA	00483648	72469-13 Utility Refund	UTILITY REFUND	General Fund	113.34
				Total for Payment No.:		113.34

Payment No: 647488

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	MATTHEW GIERE	00483536	56263-13 Utility Refund	UTILITY REFUND	General Fund	198.08
				Total for Payment No.:		198.08

Payment No: 647489

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	MEITING WU	00483651	73662-04 Utility Refund	UTILITY REFUND	General Fund	87.75
				Total for Payment No.:		87.75

Payment No: 647490

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	MICHAEL LEOPOLD	00483549	57929-20 Utility Refund	UTILITY REFUND	General Fund	97.87
				Total for Payment No.:		97.87

Payment No: 647491

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	MICHAEL RUSSO	00483487	12773-21 Utility Refund	UTILITY REFUND	General Fund	17.05
				Total for Payment No.:		17.05

Payment No: 647492

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	MICHELLE DILLABOUGH	00483625	70672-14 Utility Refund	UTILITY REFUND	General Fund	73.49
				Total for Payment No.:		73.49

Payment No: 647493

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	MINGSHIUNG CHEN	00483606	68479-06 Utility Refund	UTILITY REFUND	General Fund	7.95

Total for Payment No.: 7.95

Payment No: 647494

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	MOJO MOBILITY INC	00483588	62534-06 Utility Refund	UTILITY REFUND	General Fund	685.39
Total for Payment No.:						685.39

Payment No: 647495

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	MOTI MIZRAHI	00483559	59177-05 Utility Refund	UTILITY REFUND	General Fund	142.49
Total for Payment No.:						142.49

Payment No: 647496

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	MURTHY SUNIL SREE RAMA ADINARAYANA	00483567	60825-24 Utility Refund	UTILITY REFUND	General Fund	11.24
Total for Payment No.:						11.24

Payment No: 647497

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	NANCY R MENELEE TRUST	00483563	59776-01 Utility Refund	UTILITY REFUND	General Fund	332.15
Total for Payment No.:						332.15

Payment No: 647498

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	NEENA HULKOTI	00483566	60734-16 Utility Refund	UTILITY REFUND	General Fund	5.52
Total for Payment No.:						5.52

Payment No: 647499

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	NGUYEN, HAI	00483638	71373-03 Utility Refund	UTILITY REFUND	General Fund	42.27
				Total for Payment No.:		42.27

Payment No: 647500

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	NICOLAS REY BENITO	00483636	70842-22 Utility Refund	UTILITY REFUND	General Fund	70.54
				Total for Payment No.:		70.54

Payment No: 647501

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	OLEKSANDR ANAKIN	00483488	12897-25 Utility Refund	UTILITY REFUND	General Fund	151.93
				Total for Payment No.:		151.93

Payment No: 647502

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	PAN CAL	00483537	56349-07 Utility Refund	UTILITY REFUND	General Fund	6.95
				Total for Payment No.:		6.95

Payment No: 647503

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	POLINA OLIINYK AND ALI BOROUMAND	00483658	79700-02 Utility Refund	UTILITY REFUND	General Fund	115.11
				Total for Payment No.:		115.11

Payment No: 647504

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	POORBOY'S KITCHEN	00483540	56740-05 Utility Refund	UTILITY REFUND	General Fund	138.03
				Total for Payment No.:		138.03

Payment No: 647505

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	PRASANNA VENKATESH AMARAVADHI	00483612	68877-26 Utility Refund	UTILITY REFUND	General Fund	22.71
				Total for Payment No.:		22.71

Payment No: 647506

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	PRASANTH SN VENNELAKANTI	00483558	58995-14 Utility Refund	UTILITY REFUND	General Fund	118.04
				Total for Payment No.:		118.04

Payment No: 647507

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	PUNYASLOKA MOHANTY	00483527	53932-18 Utility Refund	UTILITY REFUND	General Fund	16.10
				Total for Payment No.:		16.10

Payment No: 647508

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	RASHMI AVANCHA	00483520	45721-19 Utility Refund	UTILITY REFUND	General Fund	166.77
				Total for Payment No.:		166.77

Payment No: 647509

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	RAVI KUMAR DAVID	00483565	60689-10 Utility Refund	UTILITY REFUND	General Fund	198.69
				Total for Payment No.:		198.69

Payment No: 647510

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	RICARDO CHAVIRA	00483608	68640-07 Utility Refund	UTILITY REFUND	General Fund	249.94

Total for Payment No.:	249.94
------------------------	--------

Payment No: 647511

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	RICHARD MANGA DOOH	00483650	73266-10 Utility Refund	UTILITY REFUND	General Fund	141.63
Total for Payment No.:						141.63

Payment No: 647512

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	RYO FUTAMURA	00483561	59290-07 Utility Refund	UTILITY REFUND	General Fund	58.79
Total for Payment No.:						58.79

Payment No: 647513

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	SAJEEV NAIR	00483486	11096-07 Utility Refund	UTILITY REFUND	General Fund	8.38
Total for Payment No.:						8.38

Payment No: 647514

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	SAMANTHA TSANG	00483635	70811-19 Utility Refund	UTILITY REFUND	General Fund	17.47
Total for Payment No.:						17.47

Payment No: 647515

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	SAMS PROMOTIONAL	00483503	25230-04 Utility Refund	UTILITY REFUND	General Fund	289.53
12/04/2020	SAMS PROMOTIONAL	00483504	25235-05 Utility Refund	UTILITY REFUND	General Fund	438.72
Total for Payment No.:						728.25

Payment No: 647516

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	SARAH MONTELONGO	00483554	58509-24 Utility Refund	UTILITY REFUND	General Fund	61.71
				Total for Payment No.:		61.71

Payment No: 647517

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	SATOSHI SEKINE	00483491	13816-18 Utility Refund	UTILITY REFUND	General Fund	6.32
				Total for Payment No.:		6.32

Payment No: 647518

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	SELVAKUMAR MURUGESAN	00483529	53971-17 Utility Refund	UTILITY REFUND	General Fund	10.49
				Total for Payment No.:		10.49

Payment No: 647519

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	SEUNGDUK KIM	00483659	80376-02 Utility Refund	UTILITY REFUND	General Fund	5.60
				Total for Payment No.:		5.60

Payment No: 647520

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	SHADI COPTY	00483531	54279-04 Utility Refund	UTILITY REFUND	General Fund	395.17
				Total for Payment No.:		395.17

Payment No: 647521

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	SHANNON JACOBY	00483546	57480-09 Utility Refund	UTILITY REFUND	General Fund	65.84

Total for Payment No.: 65.84

Payment No: 647522

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	SIMONSON, CURTIS	00483552	58349-13 Utility Refund	UTILITY REFUND	General Fund	8.50
Total for Payment No.:						8.50

Payment No: 647523

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	SINGULARITY UNIVERSITY	00483577	61348-08 Utility Refund	UTILITY REFUND	General Fund	62,951.39
12/04/2020	SINGULARITY UNIVERSITY	00483578	61349-08 Utility Refund	UTILITY REFUND	General Fund	314.06
Total for Payment No.:						63,265.45

Payment No: 647524

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	SIVAKUMAR MURUGESU	00483642	71583-10 Utility Refund	UTILITY REFUND	General Fund	50.30
Total for Payment No.:						50.30

Payment No: 647525

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	SOKMEAN NUON	00483500	19527-06 Utility Refund	UTILITY REFUND	General Fund	2,771.29
Total for Payment No.:						2,771.29

Payment No: 647526

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	SREE UPADHAYULA	00483524	51886-06 Utility Refund	UTILITY REFUND	General Fund	24.22
Total for Payment No.:						24.22

Payment No: 647527

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	SRIVETSAV VUDENARRY	00483633	70790-15 Utility Refund	UTILITY REFUND	General Fund	35.38
				Total for Payment No.:		35.38

Payment No: 647528

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	STACEY MANTAY	00483557	58740-21 Utility Refund	UTILITY REFUND	General Fund	26.58
				Total for Payment No.:		26.58

Payment No: 647529

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	STEPHEN WOLFE	00483570	60908-13 Utility Refund	UTILITY REFUND	General Fund	7.11
				Total for Payment No.:		7.11

Payment No: 647530

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	STEVEN DJUARSA	00483624	70619-15 Utility Refund	UTILITY REFUND	General Fund	225.12
				Total for Payment No.:		225.12

Payment No: 647531

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	SUKHADHA VISWANATHAN	00483628	70698-17 Utility Refund	UTILITY REFUND	General Fund	14.43
				Total for Payment No.:		14.43

Payment No: 647532

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	SUPERIOR AUTOMATIC SPRINKLER	00483660	82027-01 Utility Refund	UTILITY REFUND	General Fund	1,931.15

Total for Payment No.: 1,931.15

Payment No: 647533

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	SURYA VINCEK	00483601	67181-06 Utility Refund	UTILITY REFUND	General Fund	16.05
Total for Payment No.:						16.05

Payment No: 647534

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	SUSAN DEMEDEIROS	00483543	57046-02 Utility Refund	UTILITY REFUND	General Fund	67.14
Total for Payment No.:						67.14

Payment No: 647535

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	TEDTA, ELITE DAMARANI	00483622	70599-23 Utility Refund	UTILITY REFUND	General Fund	133.13
Total for Payment No.:						133.13

Payment No: 647536

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	THAWEESKULSCAI, KANTICHA	00483620	70590-17 Utility Refund	UTILITY REFUND	General Fund	143.47
Total for Payment No.:						143.47

Payment No: 647537

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	TIANYOU HU	00483534	55675-02 Utility Refund	UTILITY REFUND	General Fund	282.19
Total for Payment No.:						282.19

Payment No: 647538

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	TIMOTHY GRANATO	00483657	79669-02 Utility Refund	UTILITY REFUND	General Fund	23.68
				Total for Payment No.:		23.68

Payment No: 647539

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	TORBERT WONG	00483530	54183-06 Utility Refund	UTILITY REFUND	General Fund	80.86
				Total for Payment No.:		80.86

Payment No: 647540

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	TULIP KIDS	00483616	69405-04 Utility Refund	UTILITY REFUND	General Fund	241.68
				Total for Payment No.:		241.68

Payment No: 647541

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	UMAIR ABBASI	00483613	68890-19 Utility Refund	UTILITY REFUND	General Fund	14.90
				Total for Payment No.:		14.90

Payment No: 647542

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	UNIVERSAL ENVIRONMENTAL CONSLT	00483604	68002-03 Utility Refund	UTILITY REFUND	General Fund	3,268.00
				Total for Payment No.:		3,268.00

Payment No: 647543

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	UTANA BAXTER	00483545	57217-07 Utility Refund	UTILITY REFUND	General Fund	144.64
				Total for Payment No.:		144.64

Payment No: 647544

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	V2 LIGHTING GROUP	00483592	63120-03 Utility Refund	UTILITY REFUND	General Fund	574.31
				Total for Payment No.:		574.31

Payment No: 647545

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	VIACHESLAV PLOTNIKOV	00483489	12987-20 Utility Refund	UTILITY REFUND	General Fund	8.68
				Total for Payment No.:		8.68

Payment No: 647546

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	VICTOR CASTILLO	00483646	72155-10 Utility Refund	UTILITY REFUND	General Fund	127.63
				Total for Payment No.:		127.63

Payment No: 647547

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	VLADIMIR AKIMOV	00483649	72491-13 Utility Refund	UTILITY REFUND	General Fund	50.84
				Total for Payment No.:		50.84

Payment No: 647548

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	WILLIAM G STONE JR	00483652	73720-03 Utility Refund	UTILITY REFUND	General Fund	90.11
				Total for Payment No.:		90.11

Payment No: 647549

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	WORLD FURNISHINGS LLC	00483594	63644-05 Utility Refund	UTILITY REFUND	General Fund	2,546.93

Total for Payment No.: 2,546.93

Payment No: 647550

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	WU, DI	00483572	61151-30 Utility Refund	UTILITY REFUND	General Fund	13.45
Total for Payment No.:						13.45

Payment No: 647551

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	XIE, YONG TONG	00483621	70592-18 Utility Refund	UTILITY REFUND	General Fund	140.06
Total for Payment No.:						140.06

Payment No: 647552

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	YATCHEUNG MA	00483655	75325-09 Utility Refund	UTILITY REFUND	General Fund	134.47
Total for Payment No.:						134.47

Payment No: 647553

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	YIBO CHALLINGER	00483641	71567-05 Utility Refund	UTILITY REFUND	General Fund	58.52
Total for Payment No.:						58.52

Payment No: 647554

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	YUAN YE	00483508	31494-19 Utility Refund	UTILITY REFUND	General Fund	176.78
Total for Payment No.:						176.78

Payment No: 647555

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	YULIA MILMAN	00483547	57791-23 Utility Refund	UTILITY REFUND	General Fund	85.83
				Total for Payment No.:		85.83

Payment No: 647556

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	YUN ZHANG	00483611	68821-15 Utility Refund	UTILITY REFUND	General Fund	14.12
				Total for Payment No.:		14.12

Payment No: 647557

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	CARACOUSTICS	00483698	23410	PIONEER RECEIVER AND BOYO BACK	Electric Utility	10,125.00
				Total for Payment No.:		10,125.00

Payment No: 647558

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	AFSCME COUNCIL 57	00483724	11/01/20-11/28/20	UNION DUES B2024 & B2025	Payroll Liability&ClearingAcct	6,388.92
				Total for Payment No.:		6,388.92

Payment No: 647559

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	CA FRANCHISE TAX BOARD	00483711	11/15/20-11/28/20CB	WAGE ATTACHMENT B2025	Payroll Liability&ClearingAcct	150.00
				Total for Payment No.:		150.00

Payment No: 647560

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	CAL PERS LONG TERM CARE PROGRAM	00483705	13648378	BIWEEKLY PR CALPERS LT B2025	Payroll Liability&ClearingAcct	378.74

Total for Payment No.: 378.74

Payment No: 647561

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	ENGINEERS -CITY OF SANTA CLARA	00483725	11/01/20-11/28/20	UNION DUES B2024 & B2025	Payroll Liability&ClearingAcct	913.77
Total for Payment No.:						913.77

Payment No: 647562

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	METLIFE INDIVIDUAL LONG TERM	00483717	19647956 DEC2020	BIWEEKLY PR METLIFE LONG TERM	Payroll Liability&ClearingAcct	421.83
Total for Payment No.:						421.83

Payment No: 647563

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	SANTA CLARA POLICE ASSN	00483726	11/01/20-11/28/20	UNION DUES B2024 & B2025	Payroll Liability&ClearingAcct	19,063.20
Total for Payment No.:						19,063.20

Payment No: 647564

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	U.S. BANK	00483731	11/15/20-11/28/20	BIWKLY PAYROLL DED PARS B2025	Fringe Benefits	7,963.74
Total for Payment No.:						7,963.74

Payment No: 647565

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	US TREASURY	00483712	11/15/20-11/28/20JO	WAGE ATTACHMENT B2025	Payroll Liability&ClearingAcct	50.00
Total for Payment No.:						50.00

Payment No: 647566

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	CA EMPLOYMENT DEVELOPMENT DEPT	00482365	L0583122400	UI - Q3 2020 - GENERAL	Unemployment Insurance Fund	142,018.71
12/04/2020	CA EMPLOYMENT DEVELOPMENT DEPT	00482365	L0583122400	UI - Q3 2020 - WATER	Unemployment Insurance Fund	4,244.00
12/04/2020	CA EMPLOYMENT DEVELOPMENT DEPT	00482365	L0583122400	UI - Q3 2020 - ELECTRIC	Unemployment Insurance Fund	5,598.00
				Total for Payment No.:		151,860.71

Payment No: 647567

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	CALIF BUILDING STANDARDS COMMISSION	00482157	15309NOV2020	Building Standards Fee - Q3	Deposit Funds.	16,295.22
				Total for Payment No.:		16,295.22

Payment No: 647568

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	3M CO	00482629	9409405775	SUPPLIES- SIGN SUPPLIES	General Fund	625.03
12/04/2020	3M CO	00482630	9409399375	SUPPLIES-SIGNS	General Fund	4,736.96
12/04/2020	3M CO	00483015	9409460920	SUPPLIES-SIGN SHOP	General Fund	976.13
				Total for Payment No.:		6,338.12

Payment No: 647569

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	AAA FIRE PROTECTION SERVICES	00483685	7872882	TRITON MUSEUM	Public Buildings	1,000.00
12/04/2020	AAA FIRE PROTECTION SERVICES	00483685	7872882	TAXABLE	Public Buildings	26.16
12/04/2020	AAA FIRE PROTECTION SERVICES	00483686	7871775	CITY HALL/BUILDING MAINTENANCE	General Fund	505.00
12/04/2020	AAA FIRE PROTECTION SERVICES	00483686	7871775	TAXABLE	General Fund	124.26
12/04/2020	AAA FIRE PROTECTION SERVICES	00483687	7874486	TAXABLE	General Fund	65.40
12/04/2020	AAA FIRE PROTECTION SERVICES	00483687	7874486	CITY HALL/BUILDING MAINTENANCE	General Fund	1,000.00

12/04/2020	AAA FIRE PROTECTION SERVICES	00483688	7871819	CITY HALL/BUILDING MAINTENANCE	General Fund	1,010.00
12/04/2020	AAA FIRE PROTECTION SERVICES	00483688	7871819	TAXABLE	General Fund	1,139.05
				Total for Payment No.:		4,869.87

Payment No: 647570

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	ABB ENTERPRISE SOFTWARE INC.	00482849	8600061901	EMS SMA SVC FEE 9/1/20-8/31/21	Electric Utility	177,215.00
12/04/2020	ABB ENTERPRISE SOFTWARE INC.	00483248	8600064366	431X/63XX/732X OUTOF WARRANTY	Electric Utility Construction	1,700.00
12/04/2020	ABB ENTERPRISE SOFTWARE INC.	00483249	8600064442	431X/63XX/732X OUTOF WARRANTY	Electric Utility Construction	1,700.00
12/04/2020	ABB ENTERPRISE SOFTWARE INC.	00483250	8600064443	431X/63XX/732X OUTOF WARRANTY	Electric Utility Construction	1,700.00
				Total for Payment No.:		182,315.00

Payment No: 647571

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	ACTIVE WELLNESS LLC	00482485	SCCFD-103120	FIRE FLEX - 10/2020	General Fund	990.00
				Total for Payment No.:		990.00

Payment No: 647572

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	ADI	00482720	PM53TP01	PATCH CABLE	Water Utility	30.59
12/04/2020	ADI	00482790	PV65TG01	2020 OCT WEST SIDE RETENTION	Storm Drain	15.25
				Total for Payment No.:		45.84

Payment No: 647573

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	AIR COOLED ENGINES	00482638	83965	PARTS-V#D1461	Fleet Operation Fund	219.81
				Total for Payment No.:		219.81

Payment No: 647574

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	ALHAMBRA & SIERRA SPRINGS	00482487	4973747 103020	WATER- OFFICE USE	Fleet Operation Fund	33.71
				Total for Payment No.:		33.71

Payment No: 647575

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	ALL STAR GLASS	00482488	ISJ071875	PARTS- V#3202 WO#128767	Fleet Operation Fund	430.10
12/04/2020	ALL STAR GLASS	00482488	ISJ071875	LABOR-V#3202 WO#128767	Fleet Operation Fund	126.50
12/04/2020	ALL STAR GLASS	00482489	ISJ071911	LABOR-V#3217 WO#128773	Fleet Operation Fund	170.50
12/04/2020	ALL STAR GLASS	00482489	ISJ071911	PARTS- V#3217 WO#128773	Fleet Operation Fund	253.60
				Total for Payment No.:		980.70

Payment No: 647576

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	ALSCO SAN JOSE	00482423	LSJO1261962	LINEN SERVICE ST.7	General Fund	202.41
12/04/2020	ALSCO SAN JOSE	00482424	LSJO1259017	LINEN SERVICE ST. 7	General Fund	202.41
				Total for Payment No.:		404.82

Payment No: 647577

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	AMERICAN TEXTILE & SUPPLY INC	00483352	107814	RAGS, TERI-CLOTH, STRAIGHT CUT	Electric Utility	1,412.64
12/04/2020	AMERICAN TEXTILE & SUPPLY INC	00483353	107813	EXAM GLOVES, LARGE, POWDERLESS	Water Utility	1,419.18
12/04/2020	AMERICAN TEXTILE & SUPPLY INC	00483353	107813	EXAM GLOVES,XL, POWDERLESS, MI	Water Utility	236.53
				Total for Payment No.:		3,068.35

Payment No: 647578

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	ANDERSON CARPET & LINOLEUM SALS	00482808	391401	STOCK CARPET	General Fund	906.00

Total for Payment No.: 906.00

Payment No: 647579

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	ANKIT MASTER	00483086	35779NOV2020	Electric Permit BLD2020-58591	General Fund	1,386.93
Total for Payment No.:						1,386.93

Payment No: 647580

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	ARAMARK UNIFORM SERVICES	00482599	000761053453	CLEANING SVC/SHOP TOWELS DVR	Electric Utility	407.10
12/04/2020	ARAMARK UNIFORM SERVICES	00482805	761062873	CLEANING SVC/SHOP TOWELS DVR	Electric Utility	407.10
Total for Payment No.:						814.20

Payment No: 647581

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	AT&T CALNET	00482438	000015543788	STO WAN CKTS 10/01/20-10/31/20	Electric Utility	1,161.22
Total for Payment No.:						1,161.22

Payment No: 647582

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	BATEMAN SENIOR MEALS	00483333	INV4650003428	BATEMAN MEALS FY 20-21	Park and Rec Opr GrantTst Fund	4,052.80
12/04/2020	BATEMAN SENIOR MEALS	00483334	INV4650003467	BATEMAN MEALS FY 20-21	Park and Rec Opr GrantTst Fund	3,296.64
Total for Payment No.:						7,349.44

Payment No: 647583

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	BENCHMARK	00483682	T20-21	ASBESTOS TRAINING	General Fund	1,800.00

12/04/2020	BENCHMARK	00483683	E20-1746	1700 WALSH	Solid Waste Program	660.00
12/04/2020	BENCHMARK	00483684	E20-1851	MORSE MANSION	General Government - Other	610.00
				Total for Payment No.:		3,070.00

Payment No: 647584

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	BOUTIN JONES INC	00483336	134728	CHANGE ORDER #1: ADDITIONAL FU	Special Liability Insurance	1,195.45
				Total for Payment No.:		1,195.45

Payment No: 647585

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	BROTHERS SOLUTIONS	00483351	1036	SCREW, CAP, HEX HD, 316 STN ST	Electric Utility	917.78
				Total for Payment No.:		917.78

Payment No: 647586

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	CARGILL, INCORPORATED	00483696	35786DEC2020	REFUND WIRE SENT IN ERROR	General Fund	10,720.00
				Total for Payment No.:		10,720.00

Payment No: 647587

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	CITIES ASSN OF SANTA CLARA CO	00483662	1133	DUES-PLANNING COLLABORATIVE	General Fund	13,500.00
				Total for Payment No.:		13,500.00

Payment No: 647588

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	CONCENTRA MEDICAL CENTERS	00482366	69016835	PW - TREE TRIMMERS	General Fund	45.00

12/04/2020	CONCENTRA MEDICAL CENTERS	00482366	69016835	PW - STREET MAINTENANCE	General Fund	90.00
12/04/2020	CONCENTRA MEDICAL CENTERS	00482366	69016835	ELECTRIC FIELD SERVICES	Electric Utility	200.50
12/04/2020	CONCENTRA MEDICAL CENTERS	00482366	69016835	WATER MAINTENANCE	Water Utility	195.00
12/04/2020	CONCENTRA MEDICAL CENTERS	00482367	69215552	POLICE DEPARTMENT	General Fund	135.00
12/04/2020	CONCENTRA MEDICAL CENTERS	00482367	69215552	ELECTRIC FIELD SERVICES	Electric Utility	402.00
12/04/2020	CONCENTRA MEDICAL CENTERS	00482367	69215552	ELECTRIC GENERATION SERVICES	Electric Utility	45.00
12/04/2020	CONCENTRA MEDICAL CENTERS	00482367	69215552	WATER DEPARTMENT	Water Utility	45.00
12/04/2020	CONCENTRA MEDICAL CENTERS	00482392	69279828	ELECTRIC GENERATION SERVICES	Electric Utility	45.00
12/04/2020	CONCENTRA MEDICAL CENTERS	00482392	69279828	WATER MAINTENANCE	Water Utility	85.00
12/04/2020	CONCENTRA MEDICAL CENTERS	00482393	69416642	ELECTRIC GENERATION SERVICES	Electric Utility	45.00
12/04/2020	CONCENTRA MEDICAL CENTERS	00482393	69416642	WATER MAINTENANCE	Water Utility	90.00
12/04/2020	CONCENTRA MEDICAL CENTERS	00482719	69346902	PRE EMPLOYMENT PHYSICAL	General Fund	85.00
12/04/2020	CONCENTRA MEDICAL CENTERS	00482719	69346902	STREET MAINTENANCE	General Fund	45.00
12/04/2020	CONCENTRA MEDICAL CENTERS	00482719	69346902	ELECTRIC FIELD SERVICES	Electric Utility	45.00
12/04/2020	CONCENTRA MEDICAL CENTERS	00482719	69346902	WATER SEWER MAINTENANCE	Sewer Utility	85.00
12/04/2020	CONCENTRA MEDICAL CENTERS	00482721	69487835	STREET STORM DRAINS	General Fund	45.00
12/04/2020	CONCENTRA MEDICAL CENTERS	00482721	69487835	STREET TREE MAINTENANCE	General Fund	45.00
				Total for Payment No.:		1,772.50

Payment No: 647589

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	CONSOLIDATED PARTS INC	00482725	5063847	MASTER ACCY SET	Water Utility	185.29
				Total for Payment No.:		185.29

Payment No: 647590

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	CORODATA RECORDS MANAGEMENT, INC	00483669	RS3222516	OFFSITE RECORDS MGMT STORAGE	General Fund	1,092.13
				Total for Payment No.:		1,092.13

Payment No: 647591

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	CPS HUMAN RESOURCE SERVICES	00483300	0001723	RECRUITMENT (3 POSITIONS): PRO	Electric Utility	22,800.00
				Total for Payment No.:		22,800.00

Payment No: 647592

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	CRESCO EQUIPMENT RENTALS	00482806	5295794-0001	PROPANE	Electric Utility	75.35
12/04/2020	CRESCO EQUIPMENT RENTALS	00483403	5286458-0001	DELIVERY/PICK UP	Electric Utility	112.43
12/04/2020	CRESCO EQUIPMENT RENTALS	00483403	5286458-0001	EQUIPMENT RENTAL	Electric Utility	907.17
12/04/2020	CRESCO EQUIPMENT RENTALS	00483407	5286653-0001	EQUIPMENT RENTAL	Electric Utility	935.50
12/04/2020	CRESCO EQUIPMENT RENTALS	00483407	5286653-0001	DELIVERY/PICK UP	Electric Utility	232.38
12/04/2020	CRESCO EQUIPMENT RENTALS	00483409	5282460-0002	EQUIPMENT RENTAL	Electric Utility	1,103.25
12/04/2020	CRESCO EQUIPMENT RENTALS	00483409	5282460-0002	DELIVERY PICK UP	Electric Utility	123.85
12/04/2020	CRESCO EQUIPMENT RENTALS	00483410	5291565-0001	DELIVERY/PICK UP	Electric Utility	210.75
12/04/2020	CRESCO EQUIPMENT RENTALS	00483410	5291565-0001	EQUIPMENT RENTAL	Electric Utility	633.00
12/04/2020	CRESCO EQUIPMENT RENTALS	00483412	5287094-0002	EQUIPMENT RENTAL	Electric Utility	655.73
12/04/2020	CRESCO EQUIPMENT RENTALS	00483412	5287094-0002	DELIVERY/PICK UP	Electric Utility	210.75
				Total for Payment No.:		5,200.16

Payment No: 647593

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	DESTINATION ADVANTAGE LLC	00483415	357	OCT 2020 WEBSITE SUPPORT	Deposit Funds.	2,000.00
				Total for Payment No.:		2,000.00

Payment No: 647594

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	DKS ASSOC	00483435	0075478	DESIGN PROFESSIONAL SERVICE AG	Streets And Highways	609.00

Total for Payment No.: 609.00

Payment No: 647595

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	DOG WASTE DEPOT	00482863	375661	NON TAX	General Fund	56.51
12/04/2020	DOG WASTE DEPOT	00482863	375661	DOG WASTE ROLLS	General Fund	685.75
Total for Payment No.:						742.26

Payment No: 647596

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	DUNN-EDWARDS CORP	00482726	2011165764	ASSORTED PAINT & SUPPLIES	Water Utility	211.34
12/04/2020	DUNN-EDWARDS CORP	00482727	2011165765	PUTTY KNIFE	Water Utility	7.64
Total for Payment No.:						218.98

Payment No: 647597

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	ELECTRICAL MAINTENANCE	00483421	20-4727	MATERIALS	Electric Utility	3,270.00
12/04/2020	ELECTRICAL MAINTENANCE	00483421	20-4727	GENERATOR INSPECTIONS, TESTING	Electric Utility	39,146.00
Total for Payment No.:						42,416.00

Payment No: 647598

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	FAST UNDERCAR SANTA CLARA	00482639	172073	PARTS- STOCK	Fleet Operation Fund	95.09
12/04/2020	FAST UNDERCAR SANTA CLARA	00482639	172073	PARTS- V#3185	Fleet Operation Fund	7.84
Total for Payment No.:						102.93

Payment No: 647599

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
--------------	-------------	-------------	-------------	-------------	-----------	-------------

12/04/2020	FLEET BODYWORX INC	00482895	41275	LABOR V3183 WO 128984	Fleet Operation Fund	1,280.97
12/04/2020	FLEET BODYWORX INC	00482895	41275	PARTS & MATERLS V3183 WO128984	Fleet Operation Fund	1,512.03
Total for Payment No.:						2,793.00

Payment No: 647600

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	FLEETPRIDE, INC.	00482492	62759682	PARTS- V#3259	Fleet Operation Fund	91.03
Total for Payment No.:						91.03

Payment No: 647601

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	FLYERS ENERGY LLC	00482441	20-215509	MOBIL DELVAC 1 ESP 5W450	Electric Utility	410.26
12/04/2020	FLYERS ENERGY LLC	00482441	20-215509	CA MOTOR OIL TAX	Electric Utility	0.50
12/04/2020	FLYERS ENERGY LLC	00482441	20-215509	CALIFORNIA RECYCLING FEE (TAX)	Electric Utility	2.40
12/04/2020	FLYERS ENERGY LLC	00482441	20-215509	SC COUNTY TRANSIT TAX	Electric Utility	6.85
12/04/2020	FLYERS ENERGY LLC	00482441	20-215509	REGULATORY COMPLIANCE FEE(TAX)	Electric Utility	6.95
12/04/2020	FLYERS ENERGY LLC	00482815	20-219238	REGULATORY COMPLIANCE FEE(TAX)	Electric Utility	7.58
12/04/2020	FLYERS ENERGY LLC	00482815	20-219238	MOBIL JET OIL II	Electric Utility	8,177.13
12/04/2020	FLYERS ENERGY LLC	00482815	20-219238	CA MOTOR OIL TAX	Electric Utility	6.00
12/04/2020	FLYERS ENERGY LLC	00482815	20-219238	CALIFORNIA RECYCLING FEE (TAX)	Electric Utility	28.78
Total for Payment No.:						8,646.45

Payment No: 647602

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	FRONTIER FORD	00482493	649515	PARTS- V#3209 WO#128908	Fleet Operation Fund	90.47
Total for Payment No.:						90.47

Payment No: 647603

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
--------------	-------------	-------------	-------------	-------------	-----------	-------------

12/04/2020	GENERAL ELECTRIC INT. INC	00482436	70906-21	PSLF UPDATE SUP MTCE JAN-DEC20	Electric Utility	14,240.00
Total for Payment No.:						14,240.00

Payment No: 647604

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	GENEVIEVE ALTWER LMFT	00482413	443	BEHAVIORAL COUNSELING #119	General Fund	160.00
12/04/2020	GENEVIEVE ALTWER LMFT	00482414	451	BEHAVIORAL COUNSELING #111	General Fund	160.00
12/04/2020	GENEVIEVE ALTWER LMFT	00482415	427	BEHAVIORIAL COUNSELING #101	General Fund	160.00
12/04/2020	GENEVIEVE ALTWER LMFT	00482416	449	BEHAVIORAL COUNSELING #101	General Fund	160.00
12/04/2020	GENEVIEVE ALTWER LMFT	00482417	415	BEHAVIORAL COUNSELING #115	General Fund	160.00
12/04/2020	GENEVIEVE ALTWER LMFT	00482418	438	BEHAVIORAL COUNSELING #438	General Fund	160.00
12/04/2020	GENEVIEVE ALTWER LMFT	00482419	447	BEHAVIORAL COUNSELING #117	General Fund	160.00
12/04/2020	GENEVIEVE ALTWER LMFT	00482420	426	BEHAVIORAL COUNSELING #119	General Fund	160.00
12/04/2020	GENEVIEVE ALTWER LMFT	00482421	411	BEHAVIORAL COUNSELING #119	General Fund	160.00
12/04/2020	GENEVIEVE ALTWER LMFT	00482422	419	BEHAVIORAL COUNSELING #119	General Fund	160.00
Total for Payment No.:						1,600.00

Payment No: 647605

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	GLOBAL RENTAL CO	00482435	3558357	2019 FORD F550 NOV20	Electric Utility Construction	2,725.00
Total for Payment No.:						2,725.00

Payment No: 647606

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	GOLDEN GATE TRUCK CENTER	00482640	FA005019566:01	PARTS- V#2938	Fleet Operation Fund	185.83
Total for Payment No.:						185.83

Payment No: 647607

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	GRAY QUARTER, INC	00483437	888	2 YEAR SAAS SUPPORT	General Fund	7,796.00
				Total for Payment No.:		7,796.00

Payment No: 647608

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	GRAYBAR ELECTRIC	00483467	9318058503	GL SQUEEKYKLEEN TELCOM CLEANER	Electric Utility Construction	45.34
12/04/2020	GRAYBAR ELECTRIC	00483467	9318058503	COMMSCOPE TECHNOLOGIES	Electric Utility Construction	1,102.62
12/04/2020	GRAYBAR ELECTRIC	00483467	9318058503	INBOUND FREIGHT	Electric Utility Construction	187.86
				Total for Payment No.:		1,335.82

Payment No: 647609

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	HANSON BRIDGETT LLP	00483279	1278025	CHANGE ORDER #2: ADDTIONAL ENC	Special Liability Insurance	850.65
12/04/2020	HANSON BRIDGETT LLP	00483280	1278027	LEGAL SERVICES	Special Liability Insurance	1,086.75
				Total for Payment No.:		1,937.40

Payment No: 647610

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	HOME DEPOT USA	00477681	567967831	JANITORIAL SUPPLIES	Electric Utility	124.19
12/04/2020	HOME DEPOT USA	00477683	567967849	JANITORIAL SUPPLY	General Fund	342.59
12/04/2020	HOME DEPOT USA	00477684	567967856	JANITORIAL SUPPLIES	General Fund	254.17
12/04/2020	HOME DEPOT USA	00482864	584546329	1G SAFETY1ST HAND SANITIZER	Other City Dept Op Grant Fund	741.04
				Total for Payment No.:		1,461.99

Payment No: 647611

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	HUGHES NETWORK SYSTEMS LLC	00482765	B1-368534581	METER SVC G2 ENERGY NOV20	Electric Utility	101.94
				Total for Payment No.:		101.94

Payment No: 647612

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	HYDROSCIENCE ENGINEERS INC	00483422	316003002	Project Management Task 1	Water Utility Construction	840.00
12/04/2020	HYDROSCIENCE ENGINEERS INC	00483422	316003002	Prepare Draft UWMP Task 2	Water Utility Construction	6,580.00
				Total for Payment No.:		7,420.00

Payment No: 647613

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	JACK DOHENY COMPANIES	00482731	108112	INSPECTION CAMERA MAINTENANCE	Water Utility	274.06
12/04/2020	JACK DOHENY COMPANIES	00482731	108112	PARTS	Water Utility	822.85
				Total for Payment No.:		1,096.91

Payment No: 647614

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	JAS PACIFIC	00483417	PC 5780	Agreement for services to perf	General Fund	10,000.00
				Total for Payment No.:		10,000.00

Payment No: 647615

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	JONES LANG LASALLE AMERICAS INC	00483338	US002HOT003092	CHANGE ORDER: ADDITIONAL FUNDS	Convention Center Enterprise F	12,500.00
				Total for Payment No.:		12,500.00

Payment No: 647616

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	KIDDER MATHEWS	00482569	24638-B	PARTIAL ACQUISTIONS WALSH/LAF	Electric Utility Construction	5,000.00
				Total for Payment No.:		5,000.00

Payment No: 647617

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	KORTICK MANUFACTURING CO	00482733	067241	SPRING CLIP	Electric Utility	286.67
				Total for Payment No.:		286.67

Payment No: 647618

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	LC ACTION POLICE SUPPLY	00482564	417472	K9 Radio Pouch Mag holder	Police Operating Grant Fund	446.68
				Total for Payment No.:		446.68

Payment No: 647619

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	LEXIS/NEXIS BUSINESS &	00482546	C100210-20201031	Online Reporting Program 20/21	General Fund	7,712.68
				Total for Payment No.:		7,712.68

Payment No: 647620

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	LIVE OAK ASSOCIATES, INC	00482901	2505-012009	TASK 2 SMHM MONITORING	Storm Drain	9,868.30
12/04/2020	LIVE OAK ASSOCIATES, INC	00482905	2504-012009	SMHM VEG REMOVAL MONITORING	Storm Drain	821.03
				Total for Payment No.:		10,689.33

Payment No: 647621

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
--------------	-------------	-------------	-------------	-------------	-----------	-------------

12/04/2020	LIVING CLASSROOM	00483330	FY2020 SCPR-001	Hourly Sessions	General Fund	1,800.00
Total for Payment No.:						1,800.00

Payment No: 647622

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	LN CURTIS & SONS	00482480	INV436035	USAR STYLE SHIRTS FOR FP	Fire Department	7,645.27
12/04/2020	LN CURTIS & SONS	00482484	INV437808	LEATHER BOOTS - P. PASCOAL	Fire Department	557.75
Total for Payment No.:						8,203.02

Payment No: 647623

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	MANUELS AUTO DETAIL	00482500	028243	LABOR-V#3214 WO#128708	Electric Utility	300.00
Total for Payment No.:						300.00

Payment No: 647624

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	MARK THOMAS & CO INC	00483378	36703	AGREEMENT FOR DESIGN SERVICES	Streets And Highways	5,977.38
12/04/2020	MARK THOMAS & CO INC	00483397	38256	CHANGE ORDER PER AMENDMENT NO.	Streets And Highways	235.49
12/04/2020	MARK THOMAS & CO INC	00483398	36932	AGREEMENT FOR DESIGN SERVICES	Streets And Highways	4,590.94
Total for Payment No.:						10,803.81

Payment No: 647625

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	MICHAEL ESCOBEDO	00483446	REFUND AR ITEM - CIT00130CR		General Fund	150.00
Total for Payment No.:						150.00

Payment No: 647626

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	MOORE IACOFANO GOLTSMAN, INC	00483395	0064436	AGREEMENT FOR AN AMERICANS WIT	Public Buildings	332.00
12/04/2020	MOORE IACOFANO GOLTSMAN, INC	00483396	0063101	AGREEMENT FOR AN AMERICANS WIT	Public Buildings	5,718.75
12/04/2020	MOORE IACOFANO GOLTSMAN, INC	00483399	0064662	AGREEMENT FOR AN AMERICANS WIT	Public Buildings	124.50
12/04/2020	MOORE IACOFANO GOLTSMAN, INC	00483400	0066604	AGREEMENT FOR AN AMERICANS WIT	Public Buildings	780.00
				Total for Payment No.:		6,955.25

Payment No: 647627

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	NAPA AUTO PARTS	00482502	5983-606942	PARTS- V#3109 WO#128916	Fleet Operation Fund	21.18
12/04/2020	NAPA AUTO PARTS	00482503	5983-607019	PARTS- V#2056 WO#128873	Fleet Operation Fund	11.14
12/04/2020	NAPA AUTO PARTS	00482504	5983-607148	PARTS- V#3319 WO#128890	Fleet Operation Fund	30.87
12/04/2020	NAPA AUTO PARTS	00482505	5983-607912	PARTS- STOCK	Fleet Operation Fund	175.89
12/04/2020	NAPA AUTO PARTS	00482653	5983-606768	PARTS-V#3565	Fleet Operation Fund	40.86
12/04/2020	NAPA AUTO PARTS	00482654	5983-606804	PARTS-V#3259	Fleet Operation Fund	164.82
12/04/2020	NAPA AUTO PARTS	00482655	5983-608817	PARTS-V#3363	Fleet Operation Fund	36.08
12/04/2020	NAPA AUTO PARTS	00482656	5983-608908	PARTS-V#3184	Fleet Operation Fund	14.09
12/04/2020	NAPA AUTO PARTS	00482657	5983-608912	PARTS-STOCK	Fleet Operation Fund	27.23
12/04/2020	NAPA AUTO PARTS	00482658	5983-609587	PARTS-STOCK	Fleet Operation Fund	129.68
12/04/2020	NAPA AUTO PARTS	00482659	5983-609711	PARTS-V#3482	Fleet Operation Fund	14.21
				Total for Payment No.:		666.05

Payment No: 647628

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	NEW IMAGE LANDSCAPE COMPANY	00482906	131240	CSC MONTHLY LANDSCAPE MAINTNCE	General Fund	2,935.00
12/04/2020	NEW IMAGE LANDSCAPE COMPANY	00482906	131240	VTa BUS STOP MAINTENANCE	General Fund	700.00
12/04/2020	NEW IMAGE LANDSCAPE COMPANY	00482906	131240	SVP DVR POWER STATION	Electric Utility	600.00
12/04/2020	NEW IMAGE LANDSCAPE COMPANY	00482906	131240	SVP LANDSCAPE MAINTENANCE	Electric Utility	3,000.00

Total for Payment No.:	7,235.00
------------------------	----------

Payment No: 647629

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	NEWTRON LLC	00483695	114435	MATERIALS FOR PUBLIC WORKS CON	Electric Utility Construction	290,000.00
12/04/2020	NEWTRON LLC	00483695	114435	REFERENCE CHANGE ORDER #2. AC	Electric Utility Construction	26,446.49
12/04/2020	NEWTRON LLC	00483695	114435	RETENTION	Electric Utility Construction	-15,822.32
Total for Payment No.:						300,624.17

Payment No: 647630

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	NI GOVERNMENT SERVICES	00483413	20102908551	MONTHLY FEES SATELITE RADIOS	General Fund	77.37
Total for Payment No.:						77.37

Payment No: 647631

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	NINYO & MOORE GEOTECHNICAL	00483701	242858	AGREEMENT FOR MATERIALS TESTIN	General Fund	1,382.40
Total for Payment No.:						1,382.40

Payment No: 647632

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	OCLC INC	00482444	1000080271	CATALOG & METADATA	General Fund	2,788.04
Total for Payment No.:						2,788.04

Payment No: 647633

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	OMNETRIC CORP.	00483281	5720013830	MDMS & ENERGY ENGAGE IMPLEMENT	Electric Utility	337.50

Total for Payment No.: 337.50

Payment No: 647634

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	PACE SUPPLY CORP	00482738	126474679	BUSHINGS & HOSE ADAPTERS	Water Utility	334.54
Total for Payment No.:						334.54

Payment No: 647635

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	PACIFIC RIM FALL PROTECTION INC	00482818	10248	LABOR - LADDER SAFETY	General Fund	779.13
12/04/2020	PACIFIC RIM FALL PROTECTION INC	00482818	10248	MATERIALS - LADDER SAFETY	General Fund	904.19
12/04/2020	PACIFIC RIM FALL PROTECTION INC	00482818	10248	MATERIALS - LADDER SAFETY	General Fund	904.20
12/04/2020	PACIFIC RIM FALL PROTECTION INC	00482818	10248	LABOR - LADDER SAFETY	General Fund	779.13
Total for Payment No.:						3,366.65

Payment No: 647636

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	PARS	00483008	46762	PARS - PARS FEE SEPTEMBER 2020	General Fund	2,015.26
Total for Payment No.:						2,015.26

Payment No: 647637

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	PENINSULA CRANE & RIGGING	00482595	1772	CRANE/RIGGER 8ST HRS 11/9/20	Electric Utility	2,600.00
12/04/2020	PENINSULA CRANE & RIGGING	00482595	1772	FUEL	Electric Utility	182.00
Total for Payment No.:						2,782.00

Payment No: 647638

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	PG&E	00483060	0007962224-7	COO NONRULE 2 LES/230KV NOV20	Electric Utility	3,231.16
12/04/2020	PG&E	00483061	0007962223-9	COO 115KV NRS (TFA) NOV20	Electric Utility	6,600.59
				Total for Payment No.:		9,831.75

Payment No: 647639

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	PURE PROCESS FILTRATION INC	00483440	68322	PN# FSJL1E12-T2V - FSJL1E12-T2	Electric Utility	15,878.24
				Total for Payment No.:		15,878.24

Payment No: 647640

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	PURETEC INDUSTRIAL WATER	00482456	1838285	GIA QTRLY RENT 11/1/20-1/31/21	Electric Utility	634.24
12/04/2020	PURETEC INDUSTRIAL WATER	00482460	1836830	COG WTR VESSEL EXCHANGE OCT20	Electric Utility	880.36
12/04/2020	PURETEC INDUSTRIAL WATER	00482460	1836830	COG WTR VESSL EXCH OCT20 (TAX)	Electric Utility	209.60
12/04/2020	PURETEC INDUSTRIAL WATER	00482460	1836830	COG QTRLY RENT 11/1/20-1/31/21	Electric Utility	558.84
12/04/2020	PURETEC INDUSTRIAL WATER	00483470	1837440	DVR WTR VESSL EXCH OCT20 (TAX)	Electric Utility	231.08
12/04/2020	PURETEC INDUSTRIAL WATER	00483470	1837440	DVR WATER VESSEL RENT OCT20	Electric Utility	675.27
12/04/2020	PURETEC INDUSTRIAL WATER	00483470	1837440	FUEL SURCHARGE	Electric Utility	36.00
12/04/2020	PURETEC INDUSTRIAL WATER	00483470	1837440	DVR WATER VESSEL EXCH OCT20	Electric Utility	1,823.22
				Total for Payment No.:		5,048.61

Payment No: 647641

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	R & B CO	00482740	S1965782.003	FREIGHT	Water Utility Construction	226.15
12/04/2020	R & B CO	00482742	S1968928.002	4" HYMAX DISMANTLING JOINT	Water Utility Construction	1,395.94
12/04/2020	R & B CO	00482749	S1975755.001	8" HYMAX GRIP SWIVEL JOINT	Water Utility Construction	1,906.20

12/04/2020	R & B CO	00482750	S1976354.001	8" HYMAX GRIP SWIVEL JOINT	Water Utility	1,906.20
12/04/2020	R & B CO	00483298	S1979608.002	BEND, 11-1/4 DEGREES, 8IN, MJ,	Water Utility	302.65
12/04/2020	R & B CO	00483301	S1979608.001	PIPE, DUCTILE IRON, 6IN, CL CL	Water Utility	2,362.25
12/04/2020	R & B CO	00483301	S1979608.001	PIPE LUBE, BLACK SWAN, QUART S	Water Utility	54.50
12/04/2020	R & B CO	00483303	S1979605.002	ELBOW, BRASS, STREET, 90 DEGRE	Water Utility	1,726.56
12/04/2020	R & B CO	00483303	S1979605.002	STOP, FORD BALL VALVE CURB STO	Water Utility	950.00
12/04/2020	R & B CO	00483306	S1979605.001	FLANGE, METER, BRASS, FIP, 2".	Water Utility	3,215.50
12/04/2020	R & B CO	00483306	S1979605.001	COUPLER, PAK JOINT, REDUCING,	Water Utility	285.91
12/04/2020	R & B CO	00483306	S1979605.001	STOP, FORD BALL VALVE CURB STO	Water Utility	11,716.67
12/04/2020	R & B CO	00483308	S1979667.001	EXTENSION, HYDRANT BURY, 6 X 6	Water Utility	523.20
12/04/2020	R & B CO	00483308	S1979667.001	SADDLE, SERVICE, 6INX1IN CC, D	Water Utility	1,050.93
12/04/2020	R & B CO	00483308	S1979667.001	SADDLE, SERVICE 8IN CI/AC X 1I	Water Utility	2,936.68
12/04/2020	R & B CO	00483310	S1976932.001	HYMAX GRIP COUPLING 8", RANGE:	Water Utility	4,671.96
12/04/2020	R & B CO	00483310	S1976932.001	COUPLING, REDUCING, 4IN CI X 4	Water Utility	231.45
12/04/2020	R & B CO	00483311	S1978637.001	DISMANTLING JOINT 3 INCH, HYMA	Water Utility	3,688.56
12/04/2020	R & B CO	00483311	S1978637.001	DISMANTLING JOINT 4 INCH, HYMA	Water Utility	5,583.76
12/04/2020	R & B CO	00483313	S1976873.003	UNION, BRASS, 1-1/2IN	Water Utility	297.14
12/04/2020	R & B CO	00483313	S1976873.003	INSERT, FOR 1IN PE PIPE, FORD	Water Utility	49.05
12/04/2020	R & B CO	00483314	S1976662.003	CLAMP, FULL CIRCLE, 6IN X 22-1	Water Utility	5,253.45
12/04/2020	R & B CO	00483347	S1978637.003	DISMANTLING JOINT 3 INCH, HYMA	Water Utility	1,229.52
12/04/2020	R & B CO	00483348	S1971753.001	VALVE, GATE, MJ X FLG. 6IN, RE	Water Utility	599.64
12/04/2020	R & B CO	00483350	S1976662.005	BURY, HYDRANT, 6IN X 48IN, MJ	Water Utility	942.28
12/04/2020	R & B CO	00483360	S1976932.002	LID, CONCRETE, ROUND CORNERS,	Water Utility	443.74
				Total for Payment No.:		53,549.89

Payment No: 647642

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	RECOLOGY SOUTH BAY	00482907	OCTOBER-20	RECYCLING SVCS OCT 2020	Solid Waste Program	238,209.67
				Total for Payment No.:		238,209.67

Payment No: 647643

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	REED & GRAHAM INC	00483021	986963	MATERIALS-EMULSION	General Fund	221.23
12/04/2020	REED & GRAHAM INC	00483022	987498	SUPPLIES-DEERY 30 LB BOX	General Fund	2,015.66
				Total for Payment No.:		2,236.89

Payment No: 647644

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	RING POWER CORPORATION	00482566	44LU06281002	EQUIPMENT RNTL 10/13-11/09	Electric Utility Construction	3,468.00
				Total for Payment No.:		3,468.00

Payment No: 647645

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	SAFE 2 PLAY-CERTIFIED MATTERS	00482622	03124	PLAYGROUND SAFETY INSPECTION	Parks And Recreation	585.00
				Total for Payment No.:		585.00

Payment No: 647646

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	SAFETY-KLEEN SYSTEMS INC	00482507	84582537	SUBLET- HAZ/MAT RMVL	Fleet Operation Fund	200.00
				Total for Payment No.:		200.00

Payment No: 647647

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	SAN JOSE MAILING	00483287	4474	MAILING FOR TASMAN EAST NOTICE	General Fund	274.01
12/04/2020	SAN JOSE MAILING	00483287	4474	MAILING FOR TASMAN EAST NOTICE	General Fund	101.51
12/04/2020	SAN JOSE MAILING	00483287	4474	POSTAGE	General Fund	196.38
12/04/2020	SAN JOSE MAILING	00483290	4475	POSTAGE	General Fund	84.18
12/04/2020	SAN JOSE MAILING	00483290	4475	MAILING FOR SC CSP NOTICE	General Fund	233.78

12/04/2020	SAN JOSE MAILING	00483290	4475	MAILING FOR SC CSP NOTICE	General Fund	56.42
Total for Payment No.:						946.28

Payment No: 647648

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	SAN MATEO CO HEALTH DEPT	00482798	97906	2020 OCT MANDATED COST LAB FEE	Water Utility	740.00
Total for Payment No.:						740.00

Payment No: 647649

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	SANTA CLARA FIREFIGHTERS	00483329	23655NOV2020	COMM GRANT FIREHOUSE RUN 2020	General Fund	10,000.00
Total for Payment No.:						10,000.00

Payment No: 647650

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	SANTA CLARA LIGHTING, INC.	00482819	19507	LED RETRO FIT	General Fund	4,529.00
12/04/2020	SANTA CLARA LIGHTING, INC.	00483096	19829	SUPPLIES	General Fund	88.73
12/04/2020	SANTA CLARA LIGHTING, INC.	00483097	18905	SUPPLIES	General Fund	36.90
12/04/2020	SANTA CLARA LIGHTING, INC.	00483099	19838	CENTRAL LIB BALLAST	General Fund	1,459.51
Total for Payment No.:						6,114.14

Payment No: 647651

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	SANTA CLARA WEEKLY	00482394	1244783	NOTICE INVTNG BIDS CE 17-18-09	Streets And Highways	2,880.00
12/04/2020	SANTA CLARA WEEKLY	00482563	1244784	OCT/NOV'20 PUBL UNCLAIMED CHK	General Fund	400.00
Total for Payment No.:						3,280.00

Payment No: 647652

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	SHIMADA, MARK	00483202	2575OCT2020	REIMB-RETIRED POLICE OFFICER	General Fund	463.23
				Total for Payment No.:		463.23

Payment No: 647653

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	SHRED-IT USA LLC	00482565	8180743566	Shredding Service	General Fund	578.98
12/04/2020	SHRED-IT USA LLC	00482568	8180820967	CITY ATTORNEY'S OFFICE	General Fund	64.50
12/04/2020	SHRED-IT USA LLC	00482568	8180820967	CCO - RECORDS CENTER	General Fund	64.52
12/04/2020	SHRED-IT USA LLC	00482568	8180820967	FINANCE - ACCOUNTING & PAYROLL	General Fund	129.01
12/04/2020	SHRED-IT USA LLC	00482568	8180820967	HUMAN RESOURCES	General Fund	64.50
12/04/2020	SHRED-IT USA LLC	00482568	8180820967	FINANCE - MUNICIPAL SERVICES	General Fund	64.50
12/04/2020	SHRED-IT USA LLC	00482568	8180820967	HOUSING	General Fund	64.50
12/04/2020	SHRED-IT USA LLC	00482568	8180820967	INFORMATION TECHNOLOGY	Information Technology Service	129.01
				Total for Payment No.:		1,159.52

Payment No: 647654

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	SKYHAWKS SPORTS ACADEMY	00483442	172403R1	Contractor payment for classes	General Fund	642.60
				Total for Payment No.:		642.60

Payment No: 647655

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	STATCOMM INC	00482428	C001411	ANNUAL MTCE QUARTERLY Q4 2020	Electric Utility	871.23
				Total for Payment No.:		871.23

Payment No: 647656

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
--------------	-------------	-------------	-------------	-------------	-----------	-------------

12/04/2020	STEVENS CREEK CHEVROLET	00482660	114744	PARTS-V#3414	Fleet Operation Fund	12.13
				Total for Payment No.:		12.13

Payment No: 647657

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	STORAGE EXPRESS INC	00482596	68465	20-FT STORAGE CONTAINER RENTAL	Electric Utility	81.75
				Total for Payment No.:		81.75

Payment No: 647658

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	SUNNYVALE FORD	00482661	176457	PARTS-V#3207	Fleet Operation Fund	347.59
12/04/2020	SUNNYVALE FORD	00482662	176526	PARTS-V#3569	Fleet Operation Fund	172.88
12/04/2020	SUNNYVALE FORD	00482663	176663	PARTS-V#3207	Fleet Operation Fund	142.42
				Total for Payment No.:		662.89

Payment No: 647659

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	SUPERCO SPECIALTY PRODUCTS	00482800	PSI369848	2020 OCT RUBBER WORK GLOVES	Water Utility	201.47
12/04/2020	SUPERCO SPECIALTY PRODUCTS	00482800	PSI369848	2020 OCT RUBBER WORK GLOVES	Sewer Utility	201.48
				Total for Payment No.:		402.95

Payment No: 647660

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	SYLVIA LECHUGA	00483325	35771NOV2020	RETURN FOR SCPD# 19-406057	Deposit Funds.	220.00
				Total for Payment No.:		220.00

Payment No: 647661

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
--------------	-------------	-------------	-------------	-------------	-----------	-------------

12/04/2020	SYN-TECH SYSTEMS INC	00482665	224554	FUEL MASTER SYSTM MNGMT	Fleet Operation Fund	2,475.00
Total for Payment No.:						2,475.00

Payment No: 647662

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	T-MOBILE	00483322	952058658 OCT2020	OCT PD CELLULAR SERVICE	General Fund	450.00
12/04/2020	T-MOBILE	00483322	952058658 OCT2020	OCT STADIUM CELLULAR SERVIC	General Fund	39.09
12/04/2020	T-MOBILE	00483322	952058658 OCT2020	OCT CMO CELLULAR SERVICE	General Fund	257.95
12/04/2020	T-MOBILE	00483322	952058658 OCT2020	OCT CCD CELLULAR SERVICE	General Fund	247.57
12/04/2020	T-MOBILE	00483322	952058658 OCT2020	OCT HR CELLULAR SERVICE	General Fund	65.15
12/04/2020	T-MOBILE	00483322	952058658 OCT2020	OCT DPW CELLULAR SERVICE	General Fund	111.34
12/04/2020	T-MOBILE	00483322	952058658 OCT2020	OCT PARKS CELLULAR SERVICE	General Fund	611.94
12/04/2020	T-MOBILE	00483322	952058658 OCT2020	OCT COUNCIL CELLULAR SERVICE	General Fund	65.15
12/04/2020	T-MOBILE	00483322	952058658 OCT2020	OCT RECURRING CELL SERVICE	Information Technology Service	3,819.94
12/04/2020	T-MOBILE	00483322	952058658 OCT2020	OCT WATER CELLULAR SERVICE	Sewer Utility	577.61
Total for Payment No.:						6,245.74

Payment No: 647663

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	T-MOBILE USA INC	00482439	9417969665	GPS Locate 20-194178	General Fund	612.00
Total for Payment No.:						612.00

Payment No: 647664

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	TAPS TERMITE & PEST SPECIALIST	00482644	50134-1	Termite Treatment - Ortega	H.U.D Capital Projects	3,975.00
12/04/2020	TAPS TERMITE & PEST SPECIALIST	00482644	50134-1	Ortega - 10574	H.U.D Capital Projects	3,975.00
12/04/2020	TAPS TERMITE & PEST SPECIALIST	00482644	50134-1	Ortega - 10574	H.U.D Capital Projects	-3,975.00

Total for Payment No.:	3,975.00
------------------------	----------

Payment No: 647665

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	TARGET SPECIALTY PRODUCTS INC	00482865	INVP500317848	BEST DIMENSION	General Fund	235.15
Total for Payment No.:						235.15

Payment No: 647666

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	THE HANOVER INSURANCE COMPANY	00483219	35638OCT2020	BUS OWNERS POLICY 7/20-7/21	Deposit Funds.	61.00
Total for Payment No.:						61.00

Payment No: 647667

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	THE SOURCING GROUP, LLC	00483291	338032	MEASURE E EDDM MAILING #2	General Fund	9,117.17
Total for Payment No.:						9,117.17

Payment No: 647668

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	THOITS LAW	00483293	210837	PROFESSIONAL SVCS THRU OCT2020	Deposit Funds.	8,580.50
Total for Payment No.:						8,580.50

Payment No: 647669

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	THU KHUC	00483447	REFUND AR ITEM - CIT00074CR		General Fund	150.00
Total for Payment No.:						150.00

Payment No: 647670

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	TJH2B ANALYTICAL SERVICES	00482461	20-137243	GIANERA DVR DUANE OIL ANALYSIS	Electric Utility	1,770.00
12/04/2020	TJH2B ANALYTICAL SERVICES	00482461	20-137243	RUSH FEES	Electric Utility	30.00
12/04/2020	TJH2B ANALYTICAL SERVICES	00482633	20-137317	ENVIRONMENTAL FEE	Electric Utility	60.00
12/04/2020	TJH2B ANALYTICAL SERVICES	00482633	20-137317	SUBSTATION ANALYSIS	Electric Utility	3,540.00
12/04/2020	TJH2B ANALYTICAL SERVICES	00482634	20-137340	ENVIRONMENTAL FEE	Electric Utility	45.00
12/04/2020	TJH2B ANALYTICAL SERVICES	00482634	20-137340	SUBSTATION ANALYSIS	Electric Utility	2,655.00
				Total for Payment No.:		8,100.00

Payment No: 647671

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	TMT ENTERPRISES INC	00482859	06577	STAB AROMAS FINES	General Fund	999.85
				Total for Payment No.:		999.85

Payment No: 647672

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	TRB AND ASSOCIATES, INC.	00483702	3517	AMENDMENT NO. 3 ADD FUNDS PER	General Fund	2,867.50
				Total for Payment No.:		2,867.50

Payment No: 647673

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	TURF STAR INC	00482508	7146355-00	PARTS- V#3325	Fleet Operation Fund	46.73
				Total for Payment No.:		46.73

Payment No: 647674

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	UNIFIRST CORPORATION	00482571	385 0412157	GARMENT RENT/CLEAN SVCS DVR	Electric Utility	426.02
12/04/2020	UNIFIRST CORPORATION	00482572	385 0412158	DELIVERY FEE SVP	Electric Utility	14.50
12/04/2020	UNIFIRST CORPORATION	00482572	385 0412158	GARMENT RENTAL/CLEANING SVP IT	Electric Utility	42.15

12/04/2020	UNIFIRST CORPORATION	00482573	385 0412159	GARMENT RENTAL/CLEANING T&D	Electric Utility	828.66
12/04/2020	UNIFIRST CORPORATION	00482574	385 0412161	GARMENT RENTAL/CLEANING 881ENG	Electric Utility	91.47
12/04/2020	UNIFIRST CORPORATION	00482575	385 0412164	GARMENT RENT/CLEAN SVCS SUB	Electric Utility	438.22
12/04/2020	UNIFIRST CORPORATION	00482576	385 0412165	GARMENT RENT/CLEAN SVCS AD1705	Electric Utility	69.11
12/04/2020	UNIFIRST CORPORATION	00482577	385 0412204	GARMENT RENT/CLEANING SVC CH	Electric Utility	93.05
12/04/2020	UNIFIRST CORPORATION	00482578	385 0413167	GARMENT RENT/CLEAN SVCS DVR	Electric Utility	426.02
12/04/2020	UNIFIRST CORPORATION	00482579	385 0413168	GARMENT RENTAL/CLEANING SVP IT	Electric Utility	42.15
12/04/2020	UNIFIRST CORPORATION	00482579	385 0413168	DELIVERY FEE SVP	Electric Utility	14.50
12/04/2020	UNIFIRST CORPORATION	00482580	385 0413169	GARMENT RENTAL/CLEANING T&D	Electric Utility	828.66
12/04/2020	UNIFIRST CORPORATION	00482581	385 0413171	GARMENT RENTAL/CLEANING 881ENG	Electric Utility	91.47
12/04/2020	UNIFIRST CORPORATION	00482582	385 0413175	GARMENT RENT/CLEAN SVCS SUB	Electric Utility	438.22
12/04/2020	UNIFIRST CORPORATION	00482583	385 0413176	GARMENT RENT/CLEAN SVCS AD1705	Electric Utility	69.11
12/04/2020	UNIFIRST CORPORATION	00482584	385 0413209	GARMENT RENT/CLEANING SVC CH	Electric Utility	93.05
				Total for Payment No.:		4,006.36

Payment No: 647675

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	UNIQUE TOWING	00483418	00161492	SCPD CASE #20-1030035	General Fund	322.50
				Total for Payment No.:		322.50

Payment No: 647676

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	UNITED PARCEL SERVICE	00483661	00009882E5450A	DELIVERY CHARGES	General Fund	31.00
12/04/2020	UNITED PARCEL SERVICE	00483661	00009882E5450A	WATER	Water Utility	28.02
				Total for Payment No.:		59.02

Payment No: 647677

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	UNITED SITE SERVICES INC	00482451	114-11159147	ADA SINK@SERRA SUB 10/27-11/23	Electric Utility	10.91

					Construction	
12/04/2020	UNITED SITE SERVICES INC	00482451	114-11159147	WKLY SINK SRV@SERRA10/27-11/23	Electric Utility Construction	138.00
12/04/2020	UNITED SITE SERVICES INC	00482451	114-11159147	ENVIRONMENTAL FEE	Electric Utility Construction	15.92
				Total for Payment No.:		164.83

Payment No: 647678

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	UNIVAR SOLUTIONS USA INC	00482453	48811762	CALIFORNIA MILL FEE	Electric Utility	23.47
12/04/2020	UNIVAR SOLUTIONS USA INC	00482453	48811762	DVR CHEM DEL SOD HYP NOV2020	Electric Utility	1,078.76
				Total for Payment No.:		1,102.23

Payment No: 647679

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	WARDELL AUTO INTERIORS AND TOPS, LLC	00482509	8946	PARTS- V#3214 WO#128708	Electric Utility	375.94
12/04/2020	WARDELL AUTO INTERIORS AND TOPS, LLC	00482509	8946	LABOR-V#3214 WO#128708	Electric Utility	380.00
				Total for Payment No.:		755.94

Payment No: 647680

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	WEST COAST ARBORISTS INC	00482911	166174	SVP EMERGENCY SVCS - 16	Electric Utility	1,920.00
				Total for Payment No.:		1,920.00

Payment No: 647681

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	WEST COAST CODE CONSULTANTS INC	00483444	220-010-004-02	Agreement for Plan Review Cont	General Fund	3,027.50
12/04/2020	WEST COAST CODE CONSULTANTS INC	00483445	220-010-004-03	Agreement for Plan Review Cont	General Fund	5,225.00
				Total for Payment No.:		8,252.50

Payment No: 647682

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	WESTERN EXTERMINATOR COMPANY	00482823	8559420	PD	General Fund	135.41
12/04/2020	WESTERN EXTERMINATOR COMPANY	00482823	8559420	STREETS	General Fund	201.41
12/04/2020	WESTERN EXTERMINATOR COMPANY	00482823	8559420	FIRE	General Fund	734.64
12/04/2020	WESTERN EXTERMINATOR COMPANY	00482823	8559420	MISSION LIB	General Fund	74.41
12/04/2020	WESTERN EXTERMINATOR COMPANY	00482823	8559420	PARKS	General Fund	893.12
12/04/2020	WESTERN EXTERMINATOR COMPANY	00482823	8559420	PURCHASE WAREHOUSE	General Fund	63.00
12/04/2020	WESTERN EXTERMINATOR COMPANY	00482823	8559420	EOC	General Fund	73.00
12/04/2020	WESTERN EXTERMINATOR COMPANY	00482823	8559420	BUILD MTCE	General Fund	336.00
12/04/2020	WESTERN EXTERMINATOR COMPANY	00482823	8559420	BERRYESSA ADOBE	General Fund	63.00
12/04/2020	WESTERN EXTERMINATOR COMPANY	00482823	8559420	LIB CENTRAL	General Fund	153.41
12/04/2020	WESTERN EXTERMINATOR COMPANY	00482823	8559420	NORTHSIDE LIB	General Fund	91.66
12/04/2020	WESTERN EXTERMINATOR COMPANY	00482823	8559420	SVP DUANE	Electric Utility	63.00
12/04/2020	WESTERN EXTERMINATOR COMPANY	00482823	8559420	SVP ROBERS	Electric Utility	63.00
12/04/2020	WESTERN EXTERMINATOR COMPANY	00482823	8559420	SVP MARTIN	Electric Utility	74.00
12/04/2020	WESTERN EXTERMINATOR COMPANY	00482823	8559420	CEMETRY	Cemetery	63.00
12/04/2020	WESTERN EXTERMINATOR COMPANY	00482823	8559420	HARRIS LASS	Public Buildings	63.00
12/04/2020	WESTERN EXTERMINATOR COMPANY	00482823	8559420	HEADEN INMAN	Public Buildings	63.00
12/04/2020	WESTERN EXTERMINATOR COMPANY	00482823	8559420	JAMISON BROWN	Public Buildings	63.75
12/04/2020	WESTERN EXTERMINATOR COMPANY	00482823	8559420	TRITON	Public Buildings	91.66
12/04/2020	WESTERN EXTERMINATOR COMPANY	00482823	8559420	MORSE	General Government - Other	85.00
				Total for Payment No.:		3,448.47

Payment No: 647683

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	WESTERN EXTERMINATOR COMPANY	00482820	8598519	1500 CIVIC CENTER	General Fund	45.00
12/04/2020	WESTERN EXTERMINATOR COMPANY	00482821	8613291	HEART OF VALLEY	Public Buildings	50.00
12/04/2020	WESTERN EXTERMINATOR COMPANY	00482822	8600253	SCCC	Convention Cnt	70.00

Total for Payment No.: 165.00

Payment No: 647684

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	WRA, INC.	00482912	23001-1-40787	WESTSIDE BASIN 09/26-10/31/20	Storm Drain	1,035.59
Total for Payment No.:						1,035.59

Payment No: 647685

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	ZORO TOOLS INC.	00482481	INV8711818	UNIVERSAL HAND SANITIZER	Other City Dept Op Grant Fund	784.37
12/04/2020	ZORO TOOLS INC.	00482483	INV8711907	AUTOMATIC GEL HAND SANITIZER	Other City Dept Op Grant Fund	653.46
Total for Payment No.:						1,437.83

Overall Total 2,059,869.87



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

Run Date 12/4/2020
Run Time 10:40:11 AM

Sorted by Payment Number

Payment No: 647686

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/04/2020	CAL PERS LONG TERM CARE PROGRAM	00483916	13648378COR	BIWEEKLY PR CALPERS LT B2025	Payroll Liability&ClearingAcct	230.13
				Total for Payment No.:		230.13
				Overall Total		230.13



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

Run Date 12/10/2020
Run Time 8:52:12 AM

Sorted by Payment Number

Payment No: 017856

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	ACEL PRECISION, INC	00484169	35942DEC2020	Small Business Assistance Gran	Other City Dept Op Grant Fund	5,000.00
				Total for Payment No.:		5,000.00

Payment No: 017857

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	AMTEX ENTERPRISES INC	00484162	35952DEC2020	Small Business Assistance Gran	Other City Dept Op Grant Fund	10,000.00
				Total for Payment No.:		10,000.00

Payment No: 017858

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	BELLA BAL-LANCE SALON LLC	00484171	35941DEC2020	Small Business Assistance Gran	Other City Dept Op Grant Fund	10,000.00
				Total for Payment No.:		10,000.00

Payment No: 017859

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	DIVER DAN'S, INC	00484165	35947DEC2020	Small Business Assistance Gran	Other City Dept Op Grant Fund	10,000.00
				Total for Payment No.:		10,000.00

Payment No: 017860

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
--------------	-------------	-------------	-------------	-------------	-----------	-------------

12/11/2020	K-STAR DOSHIRAK	00484161	35953DEC2020	Small Business Assistance Gran	Other City Dept Op Grant Fund	5,000.00
Total for Payment No.:						5,000.00
Payment No: 017861						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	LAURELWOOD PRESCHOOL	00484166	35945DEC2020	Small Business Assistance Gran	Other City Dept Op Grant Fund	5,000.00
Total for Payment No.:						5,000.00
Payment No: 017862						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	MOMENTUM METAL FINISHING	00484163	35949DEC2020	Small Business Assistance Gran	Other City Dept Op Grant Fund	5,000.00
Total for Payment No.:						5,000.00
Payment No: 017863						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	SANTA CLARA CUSTOM	00484158	35956DEC2020	Small Business Assistance Gran	Other City Dept Op Grant Fund	5,000.00
Total for Payment No.:						5,000.00
Payment No: 017864						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	SOON JA LEE	00484167	35944DEC2020	Small Business Assistance Gran	Other City Dept Op Grant Fund	10,000.00
Total for Payment No.:						10,000.00
Payment No: 017865						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	WICKED CHICKEN	00484170	20580DEC2020	Small Business Assistance Gran	Other City Dept Op	5,000.00

Total for Payment No.:

5,000.00

Payment No: 017866

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	ACT ENVIRO	00483225	308427	ANALYTICALS	Electric Utility	1,000.00
12/11/2020	ACT ENVIRO	00483225	308427	ENVIRONMENTAL SERVICE CHARGE	Electric Utility	149.52
12/11/2020	ACT ENVIRO	00483225	308427	8 HR LABOR CHEMIST 11/18/20	Electric Utility	536.00
12/11/2020	ACT ENVIRO	00483225	308427	SUPPLIES	Electric Utility	150.00
12/11/2020	ACT ENVIRO	00483225	308427	HAND PUMP LARGE	Electric Utility	50.00
12/11/2020	ACT ENVIRO	00483225	308427	PPE GEAR LEVEL D	Electric Utility	8.00
12/11/2020	ACT ENVIRO	00483225	308427	GEAR TRUCK (BOB TAIL) 11/18/20	Electric Utility	125.00
Total for Payment No.:						2,018.52

Payment No: 017867

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	AIR PRODUCTS & CHEMICALS	00483888	415284275	PURCHASE OF CAPACITY NOV20	Electric Utility	48,000.00
Total for Payment No.:						48,000.00

Payment No: 017868

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	AIRGAS USA, LLC	00483231	9106867036	MEDICAL OXYGEN - STATION 1	General Fund	129.70
12/11/2020	AIRGAS USA, LLC	00483232	9106867035	MEDICAL OXYGEN - STATION 3	General Fund	91.16
12/11/2020	AIRGAS USA, LLC	00483233	9106866964	MEDICAL OXYGEN - STATION 5	General Fund	91.16
Total for Payment No.:						312.02

Payment No: 017869

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	ANIXTER INC.	00483994	4719780-02	BRACKET, SECONDARY, SPREADER,	Electric Utility	872.00

12/11/2020	ANIXTER INC.	00483995	4748118-01	CONNECTOR, OH, COMP, FULL-TEN,	Electric Utility	179.66
12/11/2020	ANIXTER INC.	00483995	4748118-01	CONNECTOR, SPLIT BOLT, CU/CU,	Electric Utility	382.41
12/11/2020	ANIXTER INC.	00483995	4748118-01	CONNECTOR, SPLIT BOLT, CU/CU,	Electric Utility	940.50
12/11/2020	ANIXTER INC.	00483996	4728160-01	CONTROL WIRE, 12 GUAGE 7 CONDU	Electric Utility	490.50
Total for Payment No.:						2,865.07

Payment No: 017870

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	BAKER & TAYLOR BOOKS	00483140	CI235280	1241 AD BK	General Fund	1,349.61
Total for Payment No.:						1,349.61

Payment No: 017871

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	BOUNDTREE MEDICAL LLC	00483234	63791959	OPERATIVE IQ LICENSE	General Fund	1,950.00
12/11/2020	BOUNDTREE MEDICAL LLC	00483235	63791960	OPERATIVE IQ LICENSE	General Fund	5,850.00
12/11/2020	BOUNDTREE MEDICAL LLC	00483236	83853587	MEDICAL SUPPLIES	General Fund	2,425.74
12/11/2020	BOUNDTREE MEDICAL LLC	00483237	83851645	MEDICAL SUPPLIES - COVID19	Other City Dept Op Grant Fund	455.62
12/11/2020	BOUNDTREE MEDICAL LLC	00483238	83851646	MEDICAL SUPPLIES	General Fund	219.48
Total for Payment No.:						10,900.84

Payment No: 017872

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	CINTAS CORP #630	00482914	4064298947	CHEMICALS-MONTAGUE	General Fund	34.06
12/11/2020	CINTAS CORP #630	00482914	4064298947	DS1-MONTAGUE	Other City Dept Op Grant Fund	19.62
12/11/2020	CINTAS CORP #630	00482915	4064298956	CHEMICALS-MONTAGUE SWIM	General Fund	34.06
12/11/2020	CINTAS CORP #630	00482915	4064298956	DS1-MONTAGUE SWIM	Other City Dept Op Grant Fund	19.62
12/11/2020	CINTAS CORP #630	00482916	4064299142	CHEMICALS-THOMAS BARRETT	General Fund	34.06

12/11/2020	CINTAS CORP #630	00482916	4064299142	DS1-THOMAS BARRETT	Other City Dept Op Grant Fund	19.62
12/11/2020	CINTAS CORP #630	00482917	4064384618	CHEMICALS-BRACHER	General Fund	20.42
12/11/2020	CINTAS CORP #630	00482917	4064384618	DS1-BRACHER	Other City Dept Op Grant Fund	9.81
12/11/2020	CINTAS CORP #630	00482918	4064391254	CHEMICALS-YAC	General Fund	53.61
12/11/2020	CINTAS CORP #630	00482918	4064391254	DS1-YAC	Other City Dept Op Grant Fund	4.97
12/11/2020	CINTAS CORP #630	00482961	4064391219	CHEMICALS-PARKS	General Fund	130.37
12/11/2020	CINTAS CORP #630	00482963	4064391085	CHEMICALS-HOMERIDGE	General Fund	34.06
12/11/2020	CINTAS CORP #630	00482963	4064391085	DS1-HOMERIDGE	Other City Dept Op Grant Fund	19.62
12/11/2020	CINTAS CORP #630	00482966	4064391144	CHEMICALS-ISC	General Fund	23.52
12/11/2020	CINTAS CORP #630	00482966	4064391144	DS1-ISC	Other City Dept Op Grant Fund	13.08
12/11/2020	CINTAS CORP #630	00482967	4064389300	CHEMICALS-JENNY STRAND	General Fund	34.06
12/11/2020	CINTAS CORP #630	00482967	4064389300	DS1-JENNY STRAND	Other City Dept Op Grant Fund	19.62
12/11/2020	CINTAS CORP #630	00482968	4064402386	CHEMICALS-LARRY J MAR	General Fund	15.88
12/11/2020	CINTAS CORP #630	00482968	4064402386	DS1-LARRY J MAR	Other City Dept Op Grant Fund	6.54
12/11/2020	CINTAS CORP #630	00482969	4064391051	CHEMICALS-MACHADO	General Fund	34.06
12/11/2020	CINTAS CORP #630	00482969	4064391051	DS1-MACHADO	Other City Dept Op Grant Fund	19.62
12/11/2020	CINTAS CORP #630	00482970	4064391135	CHEMICALS-MARY GOMEZ	General Fund	34.06
12/11/2020	CINTAS CORP #630	00482970	4064391135	DS1-MARY GOMEZ	Other City Dept Op Grant Fund	19.62
12/11/2020	CINTAS CORP #630	00482971	4064389392	CHEMICALS-MAYWOOD	General Fund	34.06
12/11/2020	CINTAS CORP #630	00482971	4064389392	DS1-MAYWOOD	Other City Dept Op Grant Fund	19.62
12/11/2020	CINTAS CORP #630	00482972	4064388802	CHEMICALS-YSP	General Fund	34.06
12/11/2020	CINTAS CORP #630	00482972	4064388802	DS1-YSP	Other City Dept Op Grant Fund	19.62
12/11/2020	CINTAS CORP #630	00482973	4064402371	CHEMICALS-WARBURTON	General Fund	21.66
12/11/2020	CINTAS CORP #630	00482973	4064402371	DS1-WARBURTON	Other City Dept Op Grant Fund	9.81

12/11/2020	CINTAS CORP #630	00482974	4064391007	CHEMICALS-WAR MEMORIAL	General Fund	34.06
12/11/2020	CINTAS CORP #630	00482974	4064391007	DS1-WAR MEMORIAL	Other City Dept Op Grant Fund	19.62
12/11/2020	CINTAS CORP #630	00482975	4064389307	CHEMICALS-WESTWOOD OAKS	General Fund	34.06
12/11/2020	CINTAS CORP #630	00482975	4064389307	DS1-WESTWOOD OAKS	Other City Dept Op Grant Fund	16.35
12/11/2020	CINTAS CORP #630	00482976	4064676829	CHEMICALS-AGNEW	General Fund	34.06
12/11/2020	CINTAS CORP #630	00482976	4064676829	DS1-AGNEW	Other City Dept Op Grant Fund	19.62
12/11/2020	CINTAS CORP #630	00482978	4064676769	CHEMICALS-LICKMILL	General Fund	43.24
12/11/2020	CINTAS CORP #630	00482979	4064676828	CHEMICALS-FULLER	General Fund	34.06
12/11/2020	CINTAS CORP #630	00482979	4064676828	DS1-FULLER	Other City Dept Op Grant Fund	19.62
12/11/2020	CINTAS CORP #630	00482980	4064677755	CHEMICALS-SENIOR CTR	General Fund	80.52
12/11/2020	CINTAS CORP #630	00482980	4064677755	DS1-SENIOR CTR	Other City Dept Op Grant Fund	39.24
12/11/2020	CINTAS CORP #630	00482981	4064676872	CHEMICALS-LIVE OAK	General Fund	34.06
12/11/2020	CINTAS CORP #630	00482981	4064676872	DS1-LIVE OAK	Other City Dept Op Grant Fund	19.62
12/11/2020	CINTAS CORP #630	00482982	4064676860	CHEMICALS-THAMIEN	General Fund	34.06
12/11/2020	CINTAS CORP #630	00482982	4064676860	DS1-THAMIEN	Other City Dept Op Grant Fund	19.62
12/11/2020	CINTAS CORP #630	00482983	4064765064	CHEMICALS-PARKWAY	General Fund	34.06
12/11/2020	CINTAS CORP #630	00482983	4064765064	DS1-PARKWAY	Other City Dept Op Grant Fund	19.62
12/11/2020	CINTAS CORP #630	00482984	4064952075	CHEMICALS-MONTAGUE SWIM	General Fund	34.06
12/11/2020	CINTAS CORP #630	00482984	4064952075	DS1-MONTAGUE SWIM	Other City Dept Op Grant Fund	19.62
12/11/2020	CINTAS CORP #630	00482985	4064952047	CHEMICALS-MONTAGUE	General Fund	34.06
12/11/2020	CINTAS CORP #630	00482985	4064952047	DS1-MONTAGUE	Other City Dept Op Grant Fund	19.62
12/11/2020	CINTAS CORP #630	00482986	4064952712	CHEMICALS-THOMAS BARRETT	General Fund	34.06
12/11/2020	CINTAS CORP #630	00482986	4064952712	DS1-THOMAS BARRETT	Other City Dept Op Grant Fund	19.62
12/11/2020	CINTAS CORP #630	00482987	4065058317	CHEMICALS-BOWERS	General Fund	34.06

12/11/2020	CINTAS CORP #630	00482987	4065058317	DS1-BOWERS	Other City Dept Op Grant Fund	19.62
12/11/2020	CINTAS CORP #630	00482988	4065052183	CHEMICALS-BRACHER	General Fund	20.42
12/11/2020	CINTAS CORP #630	00482988	4065052183	DS1-BRACHER	Other City Dept Op Grant Fund	9.81
12/11/2020	CINTAS CORP #630	00482989	4065058428	CHEMICALS-YAC	General Fund	53.61
12/11/2020	CINTAS CORP #630	00482989	4065058428	DS1-YAC	Other City Dept Op Grant Fund	4.97
12/11/2020	CINTAS CORP #630	00482990	4065058496	CHEMICALS-TEEN CTR	General Fund	45.15
12/11/2020	CINTAS CORP #630	00482990	4065058496	DS1-TEEN CTR	Other City Dept Op Grant Fund	4.97
12/11/2020	CINTAS CORP #630	00482991	4065058288	CHEMICALS-CENTRAL	General Fund	68.09
12/11/2020	CINTAS CORP #630	00482991	4065058288	DS1-CENTRAL	Other City Dept Op Grant Fund	39.24
12/11/2020	CINTAS CORP #630	00482992	4065058287	CHEMICALS-EARL CARMICHAEL	General Fund	34.06
12/11/2020	CINTAS CORP #630	00482992	4065058287	DS1-EARL CARMICHAEL	Other City Dept Op Grant Fund	19.62
12/11/2020	CINTAS CORP #630	00482993	4065058252	CHEMICALS-EVERRETT N EDDIE	General Fund	32.00
12/11/2020	CINTAS CORP #630	00482993	4065058252	DS1-EVERETT N EDDIE	Other City Dept Op Grant Fund	19.62
12/11/2020	CINTAS CORP #630	00482994	4065056490	CHEMICALS-JENNY STRAND	General Fund	34.06
12/11/2020	CINTAS CORP #630	00482994	4065056490	DS1-JENNY STRAND	Other City Dept Op Grant Fund	19.62
12/11/2020	CINTAS CORP #630	00482995	4065066246	CHEMICALS-LARRY J MAR	General Fund	15.88
12/11/2020	CINTAS CORP #630	00482995	4065066246	DS1-LARRY J MAR	Other City Dept Op Grant Fund	6.54
12/11/2020	CINTAS CORP #630	00482996	4065058413	CHEMICALS-MACHADO	General Fund	34.06
12/11/2020	CINTAS CORP #630	00482996	4065058413	DS1-MACHADO	Other City Dept Op Grant Fund	19.62
12/11/2020	CINTAS CORP #630	00482997	4065056534	CHEMICALS-MAYWOOD	General Fund	34.06
12/11/2020	CINTAS CORP #630	00482997	4065056534	DS1-MAYWOOD	Other City Dept Op Grant Fund	19.62
12/11/2020	CINTAS CORP #630	00482998	4065055890	CHEMICALS-YSP	General Fund	34.06
12/11/2020	CINTAS CORP #630	00482998	4065055890	DS1-YSP	Other City Dept Op Grant Fund	19.62
12/11/2020	CINTAS CORP #630	00482999	4065058130	CHEMICALS-TENNIS CTR	General Fund	34.06

12/11/2020	CINTAS CORP #630	00482999	4065058130	DS1-TENNIS CTR	Other City Dept Op Grant Fund	19.62
12/11/2020	CINTAS CORP #630	00483120	4067899763	DS1-CEMETERY	Other City Dept Op Grant Fund	18.00
12/11/2020	CINTAS CORP #630	00483120	4067899763	CHEMICALS-CEMETERY	Cemetery	55.54
12/11/2020	CINTAS CORP #630	00483120	4067899763	UNIFORMS-CEMETERY	Cemetery	30.96
12/11/2020	CINTAS CORP #630	00483121	4067898047	UNIFORMS-LICKMILL	General Fund	70.21
12/11/2020	CINTAS CORP #630	00483152	4066092433	CHEMICALS-PARKWAY	General Fund	34.06
12/11/2020	CINTAS CORP #630	00483152	4066092433	DS1-PARKWAY	Other City Dept Op Grant Fund	19.62
12/11/2020	CINTAS CORP #630	00483153	4066404218	CHEMICALS-MONTAGUE	General Fund	34.06
12/11/2020	CINTAS CORP #630	00483153	4066404218	DS1-MONTAGUE	Other City Dept Op Grant Fund	19.62
12/11/2020	CINTAS CORP #630	00483154	4066404260	CHEMICALS-MONTAGUE SWIM	General Fund	34.06
12/11/2020	CINTAS CORP #630	00483154	4066404260	DS1-MONTAGUE SWIM	Other City Dept Op Grant Fund	19.62
12/11/2020	CINTAS CORP #630	00483155	4066404843	CHEMICALS-THOMAS BARRETT	General Fund	34.06
12/11/2020	CINTAS CORP #630	00483155	4066404843	DS1-THOMAS BARRETT	Other City Dept Op Grant Fund	19.62
12/11/2020	CINTAS CORP #630	00483156	4066408581	CHEMICALS-BOWERS	General Fund	34.06
12/11/2020	CINTAS CORP #630	00483156	4066408581	DS1-BOWERS	Other City Dept Op Grant Fund	19.62
12/11/2020	CINTAS CORP #630	00483157	4066407960	CHEMICALS-BRACHER	General Fund	20.42
12/11/2020	CINTAS CORP #630	00483157	4066407960	DS1-BRACHER	Other City Dept Op Grant Fund	9.81
12/11/2020	CINTAS CORP #630	00483158	4066408664	CHEMICALS-YAC	General Fund	53.61
12/11/2020	CINTAS CORP #630	00483158	4066408664	DS1-YAC	Other City Dept Op Grant Fund	4.97
12/11/2020	CINTAS CORP #630	00483159	4066408658	CHEMICALS-TEEN CTR	General Fund	45.15
12/11/2020	CINTAS CORP #630	00483159	4066408658	DS1-TEEN CTR	Other City Dept Op Grant Fund	4.97
12/11/2020	CINTAS CORP #630	00483160	4066408625	CHEMICALS-CENTRAL	General Fund	68.09
12/11/2020	CINTAS CORP #630	00483160	4066408625	DS1-CENTRAL	Other City Dept Op Grant Fund	39.24
12/11/2020	CINTAS CORP #630	00483161	4066408646	CHEMICALS-EARL CARMICHAEL	General Fund	34.06

12/11/2020	CINTAS CORP #630	00483161	4066408646	DS1-EARL CARMICHAEL	Other City Dept Op Grant Fund	19.62
12/11/2020	CINTAS CORP #630	00483162	4066408643	CHEMICALS-EVERRETT N EDDIE	General Fund	32.00
12/11/2020	CINTAS CORP #630	00483162	4066408643	DS1-EVERRETT N EDDIE	Other City Dept Op Grant Fund	19.62
12/11/2020	CINTAS CORP #630	00483163	4066408455	CHEMICALS-JENNY STRAND	General Fund	34.06
12/11/2020	CINTAS CORP #630	00483163	4066408455	JENNY STRAND	Other City Dept Op Grant Fund	19.62
12/11/2020	CINTAS CORP #630	00483164	4066409626	CHEMICALS-LARRY J MAR	General Fund	15.88
12/11/2020	CINTAS CORP #630	00483164	4066409626	DS1-LARRY J MAR	Other City Dept Op Grant Fund	6.54
12/11/2020	CINTAS CORP #630	00483165	4066408559	CHEMICALS-MACHADO	General Fund	34.06
12/11/2020	CINTAS CORP #630	00483165	4066408559	DS1-MACHADO	Other City Dept Op Grant Fund	19.62
12/11/2020	CINTAS CORP #630	00483166	4066408473	CHEMICALS-MAYWOOD	General Fund	34.06
12/11/2020	CINTAS CORP #630	00483166	4066408473	DS1-MAYWOOD	Other City Dept Op Grant Fund	19.62
12/11/2020	CINTAS CORP #630	00483167	4066408624	CHEMICALS-TENNIS CTR	General Fund	34.06
12/11/2020	CINTAS CORP #630	00483167	4066408624	DS1-TENNIS CTR	Other City Dept Op Grant Fund	19.62
12/11/2020	CINTAS CORP #630	00483168	4066408437	CHEMICALS-YSP	General Fund	34.06
12/11/2020	CINTAS CORP #630	00483168	4066408437	DS1-YSP	Other City Dept Op Grant Fund	19.62
12/11/2020	CINTAS CORP #630	00483169	4066408615	CHEMICALS-STEVE CARLI	General Fund	34.06
12/11/2020	CINTAS CORP #630	00483169	4066408615	DS1-STEVE CARLI	Other City Dept Op Grant Fund	19.62
12/11/2020	CINTAS CORP #630	00483170	4066409645	CHEMICALS-WARBURTON	General Fund	21.66
12/11/2020	CINTAS CORP #630	00483170	4066409645	DS1- Warburton	Other City Dept Op Grant Fund	9.81
12/11/2020	CINTAS CORP #630	00483171	4066408492	CHEMICALS-WESTWOOD OAKS	General Fund	34.06
12/11/2020	CINTAS CORP #630	00483171	4066408492	DS1-WESTWOOD OAKS	Other City Dept Op Grant Fund	16.35
12/11/2020	CINTAS CORP #630	00483172	4066408626	CHEMICALS-WILSON	General Fund	34.06
12/11/2020	CINTAS CORP #630	00483172	4066408626	DS1-WILSON	Other City Dept Op Grant Fund	19.62
12/11/2020	CINTAS CORP #630	00483173	4066652861	CHEMICALS-AGNEW	General Fund	34.06

12/11/2020	CINTAS CORP #630	00483173	4066652861	DS1-AGNEW	Other City Dept Op Grant Fund	19.62
12/11/2020	CINTAS CORP #630	00483174	4066652864	CHEMICALS-LICKMILL	General Fund	43.24
12/11/2020	CINTAS CORP #630	00483175	4066653911	CHEMICALS-EVERRETT ALVAREZ	General Fund	34.06
12/11/2020	CINTAS CORP #630	00483175	4066653911	DS1-EVERRETT ALVAREZ	Other City Dept Op Grant Fund	19.62
12/11/2020	CINTAS CORP #630	00483176	4066653997	CHEMICALS-SENIOR CTR	General Fund	80.52
12/11/2020	CINTAS CORP #630	00483176	4066653997	DS1-SENIOR CTR	Other City Dept Op Grant Fund	39.24
12/11/2020	CINTAS CORP #630	00483177	4066652859	CHEMICALS-FULLER	General Fund	34.06
12/11/2020	CINTAS CORP #630	00483177	4066652859	DS1-FULLER	Other City Dept Op Grant Fund	19.62
12/11/2020	CINTAS CORP #630	00483178	4066653973	CHEMICALS-HENRY SCHMIDT	General Fund	34.06
12/11/2020	CINTAS CORP #630	00483178	4066653973	DS1-HENRY SCHMIDT	Other City Dept Op Grant Fund	19.62
12/11/2020	CINTAS CORP #630	00483179	4066652907	CHEMICALS-LIVE OAK	General Fund	34.06
12/11/2020	CINTAS CORP #630	00483179	4066652907	DS1-LIVE OAK	Other City Dept Op Grant Fund	19.62
12/11/2020	CINTAS CORP #630	00483180	4066652885	CHEMICALS-THAMIEH	General Fund	34.06
12/11/2020	CINTAS CORP #630	00483180	4066652885	DS1-THAMIEH	Other City Dept Op Grant Fund	19.62
12/11/2020	CINTAS CORP #630	00483181	4066753465	CHEMICALS-PARKWAY	General Fund	34.06
12/11/2020	CINTAS CORP #630	00483181	4066753465	DS1-PARKWAY	Other City Dept Op Grant Fund	19.62
12/11/2020	CINTAS CORP #630	00483182	4066900329	CHEMICALS-MONTAGUE	General Fund	34.06
12/11/2020	CINTAS CORP #630	00483182	4066900329	DS1-MONTAGUE	Other City Dept Op Grant Fund	19.62
12/11/2020	CINTAS CORP #630	00483183	4066900404	CHEMICALS-MONTAGUE SWIM	General Fund	34.06
12/11/2020	CINTAS CORP #630	00483183	4066900404	DS1-MONTAGUE swim	Other City Dept Op Grant Fund	19.62
12/11/2020	CINTAS CORP #630	00483184	4066997527	CHEMICALS-BRACHER	General Fund	20.42
12/11/2020	CINTAS CORP #630	00483184	4066997527	DS1-BRACHER	Other City Dept Op Grant Fund	9.81
12/11/2020	CINTAS CORP #630	00483185	4067003655	CHEMICALS-YAC	General Fund	53.61
12/11/2020	CINTAS CORP #630	00483185	4067003655	DS1-YAC	Other City Dept Op Grant Fund	4.97

12/11/2020	CINTAS CORP #630	00483186	4067003674	CHEMICALS-PARKS	General Fund	130.37
12/11/2020	CINTAS CORP #630	00483187	4067003522	CHEMICALS-HOMERIDGE	General Fund	34.06
12/11/2020	CINTAS CORP #630	00483187	4067003522	DS1-HOMERDIGE	Other City Dept Op Grant Fund	19.62
12/11/2020	CINTAS CORP #630	00483188	4067003592	CHEMICALS-ISC	General Fund	23.52
12/11/2020	CINTAS CORP #630	00483188	4067003592	DS1-ISC	Other City Dept Op Grant Fund	13.08
12/11/2020	CINTAS CORP #630	00483189	4067001741	CHEMICALS-JENNY STRAND	General Fund	34.06
12/11/2020	CINTAS CORP #630	00483189	4067001741	DS1-JENNY STRAND	Other City Dept Op Grant Fund	19.62
12/11/2020	CINTAS CORP #630	00483190	4067013391	CHEMICALS-LARRY J MAR	General Fund	15.88
12/11/2020	CINTAS CORP #630	00483190	4067013391	DS1-LARRY J MAR	Other City Dept Op Grant Fund	6.54
12/11/2020	CINTAS CORP #630	00483191	4067003537	CHEMICALS-MACHADO	General Fund	34.06
12/11/2020	CINTAS CORP #630	00483191	4067003537	DS1-MACHADO	Other City Dept Op Grant Fund	19.62
12/11/2020	CINTAS CORP #630	00483192	4067003506	CHEMICALS-MARY GOMEZ	General Fund	34.06
12/11/2020	CINTAS CORP #630	00483192	4067003506	DS1-MARY GOMEZ	Other City Dept Op Grant Fund	19.62
12/11/2020	CINTAS CORP #630	00483193	4067001836	CHEMICALS-MAYWOOD	General Fund	34.06
12/11/2020	CINTAS CORP #630	00483193	4067001836	DS1-MAYWOOD	Other City Dept Op Grant Fund	19.62
12/11/2020	CINTAS CORP #630	00483194	4067001331	CHEMICALS-YSP	General Fund	34.06
12/11/2020	CINTAS CORP #630	00483194	4067001331	DS1-YSP	Other City Dept Op Grant Fund	19.62
12/11/2020	CINTAS CORP #630	00483211	4068395011	2020 NOV WATER UNIFORM SERVICE	Water Utility	368.08
12/11/2020	CINTAS CORP #630	00483211	4068395011	2020 NOV WATER UNIFORM SERVICE	Sewer Utility	368.07
				Total for Payment No.:		5,442.66

Payment No: 017873

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	COUNTY OF SANTA CLARA	00483147	1800074798	SO EOD NFL 9/13/2020	General Fund	2,997.90
12/11/2020	COUNTY OF SANTA CLARA	00483147	1800074798	SO EOD NFL 10/4/2020	General Fund	2,871.30
12/11/2020	COUNTY OF SANTA CLARA	00483147	1800074798	SO EOD NFL 10/11/2020	General Fund	2,664.80

12/11/2020	COUNTY OF SANTA CLARA	00483147	1800074798	SO EOD NFL 10/18/2020	General Fund	3,164.46
Total for Payment No.:						11,698.46

Payment No: 017874

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	CPMAXIS INC	00483889	1029	FRT/MID/BCK OFC SYS SUPT OCT20	Electric Utility	1,278.00
Total for Payment No.:						1,278.00

Payment No: 017875

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	ELB US INC.	00483966	JC113609	EOC DISPLAY PROJECT UPGRADE W/	Fire Department	15,141.29
12/11/2020	ELB US INC.	00483966	JC113609	CONTINGENCY	Fire Department	643.77
Total for Payment No.:						15,785.06

Payment No: 017876

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	ELECTRICAL CONSULTANTS INC	00483240	91000	TRANSMISSI ENG SRV OCT20	Electric Utility Construction	812.00
Total for Payment No.:						812.00

Payment No: 017877

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	EUROFINS EATON ANALYTICAL INC	00483203	L0542610	2020 NOV WATER QUALITY MANDATE	Water Utility	30.00
12/11/2020	EUROFINS EATON ANALYTICAL INC	00483204	L0543212	2020 NOV WATER QUALITY MANDATE	Water Utility	30.00
Total for Payment No.:						60.00

Payment No: 017878

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	FARWEST LINE SPECIALTIES LLC	00483990	317916	HOOK, SWIVEL BLOCK WESTERN POW	Electric Utility	139.00

12/11/2020	FARWEST LINE SPECIALTIES LLC	00483990	317916	HANDLINE SNATCH BLOCK, 2 LB.,	Electric Utility	469.79
12/11/2020	FARWEST LINE SPECIALTIES LLC	00483990	317916	GAFF FOR BASHLIN HOOK. BASHLI	Electric Utility	210.11
12/11/2020	FARWEST LINE SPECIALTIES LLC	00483990	317916	SHIPPING	Electric Utility	11.80
				Total for Payment No.:		830.70

Payment No: 017879

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	GEI CONSULTANTS, INC.	00483199	3081154	PRJ MGMT BUCKS CREEK OCT20	Electric Utility Construction	1,976.47
12/11/2020	GEI CONSULTANTS, INC.	00483199	3081154	BUCKS CREEK CEQA OCT20	Electric Utility Construction	1,556.87
				Total for Payment No.:		3,533.34

Payment No: 017880

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	GRAINGER	00484072	9713424621	TOOL BAG, CANVAS, 14IN X 7IN X	Electric Utility	777.48
				Total for Payment No.:		777.48

Payment No: 017881

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	GRAINGER-SAN JOSE	00483978	9720352435	NUT, CHANNEL, LOCK/PLASTIC CON	Electric Utility	438.19
12/11/2020	GRAINGER-SAN JOSE	00483980	9722522464	CAP, 2IN, PLASTIC, SCHEDULE 40	Water Utility	22.24
12/11/2020	GRAINGER-SAN JOSE	00483981	9720038869	CABLE TIE, 14-1/2IN LG X .30IN	Electric Utility	56.02
12/11/2020	GRAINGER-SAN JOSE	00483982	9720573014	HAND SOAP, PURELL ANTIBACTERIA	Water Utility	221.70
12/11/2020	GRAINGER-SAN JOSE	00483984	9723058138	COVERALL, LG, HOODED TYVEK, WH	Water Utility	175.65
12/11/2020	GRAINGER-SAN JOSE	00483987	9721728161	SOLDER, LOW TEMP SILVER BEARIN	Water Utility	545.30
12/11/2020	GRAINGER-SAN JOSE	00483988	9718911713	SEALANT, ADHESIVE, WHITE, 10.3	Electric Utility	422.22
12/11/2020	GRAINGER-SAN JOSE	00483991	9719032857	CEMENT, PVC, QT. SIZE WITH BRU	Electric Utility	289.07
				Total for Payment No.:		2,170.39

Payment No: 017882

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	GRANITE ROCK CO #29145	00484077	1270974	SAND	Water Utility Construction	229.39
12/11/2020	GRANITE ROCK CO #29145	00484077	1270974	SAND	Water Utility	172.05
12/11/2020	GRANITE ROCK CO #29145	00484077	1270974	SAND	Electric Utility Construction	573.49
12/11/2020	GRANITE ROCK CO #29145	00484077	1270974	SAND	Water Utility	114.70
12/11/2020	GRANITE ROCK CO #29145	00484077	1270974	SAND	Sewer Utility	57.34
12/11/2020	GRANITE ROCK CO #29145	00484078	1266766	SAND	Water Utility Construction	312.40
12/11/2020	GRANITE ROCK CO #29145	00484078	1266766	SAND	Water Utility	234.31
12/11/2020	GRANITE ROCK CO #29145	00484078	1266766	SAND	Electric Utility Construction	781.02
12/11/2020	GRANITE ROCK CO #29145	00484078	1266766	SAND	Water Utility	156.20
12/11/2020	GRANITE ROCK CO #29145	00484078	1266766	SAND	Sewer Utility	78.10
12/11/2020	GRANITE ROCK CO #29145	00484079	1261249	SAND	Water Utility Construction	169.96
12/11/2020	GRANITE ROCK CO #29145	00484079	1261249	SAND	Water Utility	127.48
12/11/2020	GRANITE ROCK CO #29145	00484079	1261249	SAND	Electric Utility Construction	424.90
12/11/2020	GRANITE ROCK CO #29145	00484079	1261249	SAND	Water Utility	84.98
12/11/2020	GRANITE ROCK CO #29145	00484079	1261249	SAND	Sewer Utility	42.49
12/11/2020	GRANITE ROCK CO #29145	00484080	1265484	SAND	Water Utility Construction	256.71
12/11/2020	GRANITE ROCK CO #29145	00484080	1265484	SAND	Water Utility	192.53
12/11/2020	GRANITE ROCK CO #29145	00484080	1265484	SAND	Electric Utility Construction	641.77
12/11/2020	GRANITE ROCK CO #29145	00484080	1265484	SAND	Water Utility	128.35
12/11/2020	GRANITE ROCK CO #29145	00484080	1265484	SAND	Sewer Utility	64.18
12/11/2020	GRANITE ROCK CO #29145	00484081	1263742	SAND	Water Utility Construction	259.18
12/11/2020	GRANITE ROCK CO #29145	00484081	1263742	SAND	Water Utility	194.39
12/11/2020	GRANITE ROCK CO #29145	00484081	1263742	SAND	Electric Utility Construction	647.96

12/11/2020	GRANITE ROCK CO #29145	00484081	1263742	SAND	Water Utility	129.59
12/11/2020	GRANITE ROCK CO #29145	00484081	1263742	SAND	Sewer Utility	64.79
				Total for Payment No.:		6,138.26

Payment No: 017883

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	HILL BROTHERS CHEMICAL CO	00484186	07081128	AQUEOUS AMMONIA DELIVERIES	Electric Utility	4,624.88
				Total for Payment No.:		4,624.88

Payment No: 017884

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	IMPERIAL SPRINKLER SUPPLY INC	00483123	4378756-00	SPRINKLER MAINTENANCE	General Fund	268.42
12/11/2020	IMPERIAL SPRINKLER SUPPLY INC	00483124	4381771-00	SPRINKLER MAINTENANCE	General Fund	103.89
12/11/2020	IMPERIAL SPRINKLER SUPPLY INC	00483125	4382314-00	SPRINKLER MAINTENANCE	General Fund	13.27
12/11/2020	IMPERIAL SPRINKLER SUPPLY INC	00483126	4358456-00	SPRINKLER MAINTENANCE	General Fund	574.98
12/11/2020	IMPERIAL SPRINKLER SUPPLY INC	00483127	4388074-00	SPRINKLER MAINTENANCE	General Fund	16.20
12/11/2020	IMPERIAL SPRINKLER SUPPLY INC	00483128	4388207-00	SPRINKLER MAINTENANCE	General Fund	330.07
12/11/2020	IMPERIAL SPRINKLER SUPPLY INC	00483129	4389177-00	SPRINKLER MAINTENANCE	General Fund	103.99
12/11/2020	IMPERIAL SPRINKLER SUPPLY INC	00483130	4391199-00	SPRINKLER MAINTENANCE	General Fund	60.06
12/11/2020	IMPERIAL SPRINKLER SUPPLY INC	00483131	4374707-00	SPRINKLER MAINTENANCE	General Fund	457.65
12/11/2020	IMPERIAL SPRINKLER SUPPLY INC	00483132	4377801-00	SPRINKLER MAINTENANCE	General Fund	162.88
12/11/2020	IMPERIAL SPRINKLER SUPPLY INC	00483133	4392069-00	SPRINKLER MAINTENANCE	General Fund	7.49
12/11/2020	IMPERIAL SPRINKLER SUPPLY INC	00483134	4392796-00	SPRINKLER MAINTENANCE	General Fund	62.81
12/11/2020	IMPERIAL SPRINKLER SUPPLY INC	00483135	4393016-00	SPRINKLER MAINTENANCE	General Fund	592.86
12/11/2020	IMPERIAL SPRINKLER SUPPLY INC	00483136	4396260-00	SPRINKLER MAINTENANCE	General Fund	34.40
12/11/2020	IMPERIAL SPRINKLER SUPPLY INC	00483137	4396283-00	SPRINKLER MAINTENANCE	General Fund	2.51
12/11/2020	IMPERIAL SPRINKLER SUPPLY INC	00483138	4372720-00	SPRINKLER MAINTENANCE	General Fund	44.57
12/11/2020	IMPERIAL SPRINKLER SUPPLY INC	00483139	4389177-01	S[RINKLER MAINTENANCE	General Fund	203.94
				Total for Payment No.:		3,039.99

Payment No: 017885

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	INGRAM LIBRARY SERVICES INC	00483141	49552923	1241 AD BK	General Fund	1,003.87
12/11/2020	INGRAM LIBRARY SERVICES INC	00483141	49552923	1231 JUV BK	General Fund	1,484.97
12/11/2020	INGRAM LIBRARY SERVICES INC	00483141	49552923	1232 YA BK	General Fund	214.57
12/11/2020	INGRAM LIBRARY SERVICES INC	00483142	49552940	1235 AD/JUV/YA BK	General Fund	701.01
12/11/2020	INGRAM LIBRARY SERVICES INC	00483143	49552954	1233 AD/JUV/YA BK	General Fund	177.56
				Total for Payment No.:		3,581.98

Payment No: 017886

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	JOHANNA JEAN MARCHEL	00483246	211/28006	JANITORIAL SUPPLIES 881 MARTIN	Electric Utility	121.11
12/11/2020	JOHANNA JEAN MARCHEL	00483246	211/28006	JANITORIAL SUPPLIES 881 MARTIN	Elec OperatingGrant Trust Fund	7.74
12/11/2020	JOHANNA JEAN MARCHEL	00483247	212/4553	JANITORIAL SUPPLIES 881 MARTIN	Electric Utility	49.67
12/11/2020	JOHANNA JEAN MARCHEL	00483247	212/4553	JANITORIAL SUPPLIES 881 MARTIN	Elec OperatingGrant Trust Fund	3.17
				Total for Payment No.:		181.69

Payment No: 017887

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	KIMBERLY DAVEY	00483969	A-001	Contractor payment for classes	General Fund	26,142.28
				Total for Payment No.:		26,142.28

Payment No: 017888

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	LEVY SANTA CLARA CONVENTION CENTER	00484155	LEVYINV#00012	PRE-OPENING EXPENSES	SCCC-Levy Food & Beverage	12,962.06
				Total for Payment No.:		12,962.06

Payment No: 017889

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	LIL SLUGGERS SANTA CLARA, LLC	00483970	SCR0001	Contractor Payment for classes	General Fund	1,381.58
				Total for Payment No.:		1,381.58

Payment No: 017890

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	LINNEA SHEEHY	00483971	2010	Contractor Payment for Classes	General Fund	482.40
12/11/2020	LINNEA SHEEHY	00483972	2019	Contractor Payment for Classes	General Fund	777.20
				Total for Payment No.:		1,259.60

Payment No: 017891

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	MIDWEST TAPE LLC	00483145	99627500	1241 AD ABKS	General Fund	306.14
12/11/2020	MIDWEST TAPE LLC	00483145	99627500	1241 AD MCD	General Fund	14.49
12/11/2020	MIDWEST TAPE LLC	00483145	99627500	1241 AD DVD'S	General Fund	267.07
12/11/2020	MIDWEST TAPE LLC	00483145	99627500	1233 AD DVD'S	General Fund	47.37
12/11/2020	MIDWEST TAPE LLC	00483145	99627500	1235 AD DVD'S	General Fund	106.17
12/11/2020	MIDWEST TAPE LLC	00483145	99627500	1235 YA DVD	General Fund	34.03
12/11/2020	MIDWEST TAPE LLC	00483146	99628520	1235 Juv ABK	General Fund	27.24
				Total for Payment No.:		802.51

Payment No: 017892

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	MILTON SECURITY GROUP LLC	00483226	Q31431	AMI/MDMS PROJECT SUPPORT	Electric Utility Construction	7,200.00
12/11/2020	MILTON SECURITY GROUP LLC	00483227	Q31432	APPLICATION SUPPORT11/14-11/27	Electric Utility	9,280.00
12/11/2020	MILTON SECURITY GROUP LLC	00483228	Q31433	CYBER SECURITY/SSG SUPPORT	Electric Utility	9,280.00
12/11/2020	MILTON SECURITY GROUP LLC	00483229	Q31434	RH ENT LINUX VIRTURAL DATACNTR	Electric Utility Construction	5,620.92

12/11/2020	MILTON SECURITY GROUP LLC	00483229	Q31434	RH ENT LINUX SERVER STD SUPRT	Electric Utility Construction	2,174.00
12/11/2020	MILTON SECURITY GROUP LLC	00483229	Q31434	JBOSS ENT APP PLAT W/MGM PREM	Electric Utility Construction	9,181.33
				Total for Payment No.:		42,736.25

Payment No: 017893

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	MITSUBISHI POWER SYSTEMS	00484189	80014092	PN# VY-00484-000001 - VALVE SO	Electric Utility	22,522.50
				Total for Payment No.:		22,522.50

Payment No: 017894

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	NOSSAMAN LLP	00484174	515914	CHANGE ORDER #2: ADDITIONAL FU	Special Liability Insurance	1,325.50
				Total for Payment No.:		1,325.50

Payment No: 017895

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	OLCESE WATER DISTRICT	00483887	100375	PURCHASE OF RECS AUG20	Electric Utility	43,622.00
12/11/2020	OLCESE WATER DISTRICT	00483887	100375	SCHEDULNG COORDINATOR ID AUG20	Electric Utility	500.00
				Total for Payment No.:		44,122.00

Payment No: 017896

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	ONESOURCE DISTRIBUTORS LLC	00484066	S6542808.001	GRIP, DEAD-END, INSULATED, 397	Electric Utility	576.75
12/11/2020	ONESOURCE DISTRIBUTORS LLC	00484069	S6552157.002	TRANSFORMER SAC ANDAX #TCB-243	Electric Utility	1,417.00
				Total for Payment No.:		1,993.75

Payment No: 017897

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	PLAN REVIEW CONSULTANTS INC	00483975	PRC2020-17	AMENDMENT NO 2. APPROVED 5/14/	General Fund	15,144.89
				Total for Payment No.:		15,144.89

Payment No: 017898

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	ROSENDIN ELECTRIC INC	00483768	203587	MATERIAL 5/11-6/14/20	Electric Utility Construction	7,766.18
12/11/2020	ROSENDIN ELECTRIC INC	00483768	203587	LABOR 5/11-6/14/20	Electric Utility Construction	33,158.83
12/11/2020	ROSENDIN ELECTRIC INC	00483768	203587	OH, MARKUP, OTHER 5/11-6/14/20	Electric Utility Construction	169.99
				Total for Payment No.:		41,095.00

Payment No: 017899

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	RWG (REPAIR & OVERHAULS) USA, INC.	00484187	011742	PN# SK00301 - IGNITER CABLE AS	Electric Utility	1,451.70
12/11/2020	RWG (REPAIR & OVERHAULS) USA, INC.	00484187	011742	PN# 6816047 - GASKET	Electric Utility	163.01
12/11/2020	RWG (REPAIR & OVERHAULS) USA, INC.	00484187	011742	PN# 23030563 - BEARING	Electric Utility	1,119.92
12/11/2020	RWG (REPAIR & OVERHAULS) USA, INC.	00484187	011742	PN# 4-137-0011 - TRANSDUCER CA	Electric Utility	4,004.82
12/11/2020	RWG (REPAIR & OVERHAULS) USA, INC.	00484187	011742	PN# 6824805 - SUPPORT	Electric Utility	3,921.78
12/11/2020	RWG (REPAIR & OVERHAULS) USA, INC.	00484187	011742	PN# MS35338-139 - LOCKWASHER	Electric Utility	75.28
12/11/2020	RWG (REPAIR & OVERHAULS) USA, INC.	00484188	011747	PN# 23057662 - BEARING, COMP	Electric Utility	5,325.52
12/11/2020	RWG (REPAIR & OVERHAULS) USA, INC.	00484188	011747	PN# 6847740 - ADAPTER	Electric Utility	6,062.48
12/11/2020	RWG (REPAIR & OVERHAULS) USA, INC.	00484188	011747	PN# AN116967 - SCREW	Electric Utility	331.37
12/11/2020	RWG (REPAIR & OVERHAULS) USA, INC.	00484188	011747	PN# 12100CL8 - SEAL	Electric Utility	2,869.60
				Total for Payment No.:		25,325.48

Payment No: 017900

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
--------------	-------------	-------------	-------------	-------------	-----------	-------------

12/11/2020	SHUMS CODA ASSOC	00483974	5863	AGREEMENT FOR SERVICES TO PERF	General Fund	14,345.00
Total for Payment No.:						14,345.00

Payment No: 017901

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	TRANSMISSION AGENCY OF NORTHERN CA	00483195	NOVEMBER 2020	DEBT SERVICE (TANC) JAN21	Electric Utility	80,344.00
12/11/2020	TRANSMISSION AGENCY OF NORTHERN CA	00483195	NOVEMBER 2020	DEBT SERVICE (SOT) DEC20	Electric Utility	3,467.00
12/11/2020	TRANSMISSION AGENCY OF NORTHERN CA	00483195	NOVEMBER 2020	TANC A&G JAN21	Electric Utility	112,834.00
12/11/2020	TRANSMISSION AGENCY OF NORTHERN CA	00483195	NOVEMBER 2020	COTP O&M JAN21	Electric Utility	166,295.00
12/11/2020	TRANSMISSION AGENCY OF NORTHERN CA	00483195	NOVEMBER 2020	SOT FAC CHARGE NOV20	Electric Utility	4,057.83
12/11/2020	TRANSMISSION AGENCY OF NORTHERN CA	00483195	NOVEMBER 2020	SOT ADMIN COSTS OCT20	Electric Utility	2,409.02
Total for Payment No.:						369,406.85

Payment No: 017902

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	TRAYER ENGINEERING CORP	00484073	0000026972	SWITCH, PADMOUNT, LIQUID-INSUL	Electric Utility	38,871.07
Total for Payment No.:						38,871.07

Payment No: 017903

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	US BANK NATIONAL ASSOCIATION	00483196	EO&M000271220	CVP O&M FUNDING #2 FY2022	Electric Utility	266,859.00
Total for Payment No.:						266,859.00

Payment No: 017904

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	WAXIE SANITARY SUPPLY	00483118	79632691	IN-SIGHT JRT JR ESCORT	General Fund	387.77

Total for Payment No.: 387.77

Payment No: 017905

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	WILLIAMS SCOTSMAN INC	00483289	8312108	CONTAINER RENTAL SERRA DEC20	Electric Utility Construction	459.63
12/11/2020	WILLIAMS SCOTSMAN INC	00483292	8311382	40X8 CONTAINER RENT DEC20	Electric Utility Construction	460.80
				Total for Payment No.:		920.43
				Overall Total		1,123,004.47



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

Run Date 12/10/2020
Run Time 10:22:10 AM

Sorted by Payment Number

Payment No: 647687

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	EVELYN LIANG	00483212	24627NOV2020	2020 BOOT RMBRSMNT UNIT 4	General Fund	185.67
				Total for Payment No.:		185.67

Payment No: 647688

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	FILO, LOI	00484156	10015NOV2020	PERS ADVANCE DISABILITY PENSIO	Workers Compensation	7,666.55
				Total for Payment No.:		7,666.55

Payment No: 647689

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	SANTA CLARA CO CLERK-RECORDER	00483937	2432DEC2020	AHA FOR 1205 COLEMAN AVE LOT 2	General Fund	5.00
				Total for Payment No.:		5.00

Payment No: 647690

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	SANTA CLARA CO CLERK-RECORDER	00483938	2432DEC2020A	RECORD COVENANTS 1205 COLEMAN	General Fund	5.00
				Total for Payment No.:		5.00

Payment No: 647691

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	SANTA CLARA VALLEY TRANSP AUTH	00483210	1800029102	STATE ROUTE 237 CORRIDOR PROJ	Deposit Funds.	103,000.00

Total for Payment No.:	103,000.00
------------------------	------------

Payment No: 647692

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	ADVANCED TRAFFIC PRODUCTS INC	00484003	0000028368	LED, GREEN, FOR SEALED BEAM.	Electric Utility	523.20
Total for Payment No.:						523.20

Payment No: 647693

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	ALLIED UNIVERSAL SECURITY	00483936	10615068	FY 2020-21 SECURITY SERVICES F	Convention Cnt Maintenance Dis	15,450.88
Total for Payment No.:						15,450.88

Payment No: 647694

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	AMERICAN TEXTILE & SUPPLY INC	00483117	108424	SERVICE WHITE TERRY 45LB RAGBA	General Fund	425.10
Total for Payment No.:						425.10

Payment No: 647695

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	ARAMARK UNIFORM SERVICES	00481808	761043941	CLEANING SVC/SHOP TOWELS DVR	Electric Utility	407.10
Total for Payment No.:						407.10

Payment No: 647696

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	ASHWIN CHANDRA	00483241	R220-EVC-057	EV CHRGR REBATE; 67811-03	Elec OperatingGrant Trust Fund	1,000.00
Total for Payment No.:						1,000.00

Payment No: 647697

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	AT&T CALNET	00483148	000015640228	BN9391023689 10/20/20-11/19/20	Electric Utility	198.07
				Total for Payment No.:		198.07

Payment No: 647698

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	AZCO SUPPLY, INC.	00484063	288026	LUMINAIRE, ST LT. LED, MIN 10,	Electric Utility	7,194.00
12/11/2020	AZCO SUPPLY, INC.	00484063	288026	LUMINAIRE, ST LT. LED, MIN 700	Electric Utility	6,213.00
12/11/2020	AZCO SUPPLY, INC.	00484063	288026	LUMINAIRE, ST LT. LED, MIN 700	Electric Utility	6,213.00
				Total for Payment No.:		19,620.00

Payment No: 647699

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	CENTRO DE AYUDA LEGAL PARA	00484160	35954DEC2020	Small Business Assistance Gran	Other City Dept Op Grant Fund	10,000.00
				Total for Payment No.:		10,000.00

Payment No: 647700

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	CHEF'S CHOICE PRODUCE COMPANY	00484172	35940DEC2020	Small Business Assistance Gran	Other City Dept Op Grant Fund	5,000.00
				Total for Payment No.:		5,000.00

Payment No: 647701

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	CONCENTRA MEDICAL CENTERS	00483209	69551580	ELECTRIC FIELD SERVICES	Electric Utility	90.00
12/11/2020	CONCENTRA MEDICAL CENTERS	00483209	69551580	STREET MAINTENANCE	General Fund	20.00
12/11/2020	CONCENTRA MEDICAL CENTERS	00483209	69551580	WATER MAINTENANCE	Water Utility	60.00
				Total for Payment No.:		170.00

Payment No: 647702

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	CXTEC	00483963	7065642	Data Center Support Services-p	Information Technology Service	2,875.00
				Total for Payment No.:		2,875.00

Payment No: 647703

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	DEPARTMENT OF HEALTH CARE SERVICES	00483239	GEM0221P26N	AMBULANCE TRANSPORT FEE	General Fund	32.30
				Total for Payment No.:		32.30

Payment No: 647704

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	DESTINATIONS INTERNATIONAL	00483977	74550	MEMBERSHIP DUES 20-21	Deposit Funds.	1,046.67
				Total for Payment No.:		1,046.67

Payment No: 647705

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	DUNN-EDWARDS CORP	00483989	2011166705	PAINT, MISSION SAND, SYN-LUSTR	Water Utility	99.31
12/11/2020	DUNN-EDWARDS CORP	00483989	2011166705	RECOVERY FEE	Water Utility	2.30
				Total for Payment No.:		101.61

Payment No: 647706

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	EXCEL PRECISION CORP	00484159	35955DEC2020	Small Business Assistance Gran	Other City Dept Op Grant Fund	10,000.00
				Total for Payment No.:		10,000.00

Payment No: 647707

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	FIJI INVESTMENTS INC	00484175	35957DEC2020	Small Business Assistance Gran	Other City Dept Op Grant Fund	5,000.00
				Total for Payment No.:		5,000.00

Payment No: 647708

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	GLOBAL RENTAL CO	00483149	3563862	2019 INTL4300 11/17-12/14/20	Electric Utility	3,706.00
				Total for Payment No.:		3,706.00

Payment No: 647709

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	HOME DEPOT USA	00482767	577223464	JANITORIAL SUPPLIES	Water Utility	393.06
12/11/2020	HOME DEPOT USA	00482768	577223472	JANITORIAL SUPPLIES	General Fund	280.87
12/11/2020	HOME DEPOT USA	00482770	577223456	JANITORIAL SUPPLIES	General Fund	444.32
12/11/2020	HOME DEPOT USA	00482771	577447956	JANITORIAL SUPPLIES	General Fund	-44.73
12/11/2020	HOME DEPOT USA	00482773	578858482	JANITORIAL SUPPLIES	General Fund	210.20
12/11/2020	HOME DEPOT USA	00482775	578858474	JANITORIAL SUPPLIES	General Fund	268.49
12/11/2020	HOME DEPOT USA	00482776	581311933	10/28/2020	General Fund	109.11
12/11/2020	HOME DEPOT USA	00482777	581311925	10/28/2020	Fleet Operation Fund	213.78
12/11/2020	HOME DEPOT USA	00482778	581311917	10/28/2020	General Fund	210.20
12/11/2020	HOME DEPOT USA	00482779	582667655	JANITORIAL SUPPLIES	General Fund	91.54
12/11/2020	HOME DEPOT USA	00482780	582667648	JANITORIAL SUPPLIES	Electric Utility	280.87
12/11/2020	HOME DEPOT USA	00482781	582667663	JANITORIAL SUPPLIES	General Fund	271.96
12/11/2020	HOME DEPOT USA	00482782	582667630	JANITORIAL SUPPLIES	General Fund	343.81
12/11/2020	HOME DEPOT USA	00483150	584019137	RENOWN KITCHEN TWL 3PLY	Electric Utility	86.46
12/11/2020	HOME DEPOT USA	00483150	584019137	SCOTT MULTIFOLD TOWEL 1PLY	Electric Utility	86.72
12/11/2020	HOME DEPOT USA	00483150	584019137	2PK, 6PK/CASE	Electric Utility	23.22
12/11/2020	HOME DEPOT USA	00483150	584019137	SCOTT 2PLY TOILET TISSUE	Electric Utility	107.45
				Total for Payment No.:		3,377.33

Payment No: 647710

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	HYDROSCIENCE ENGINEERS INC	00484173	316002015	AS-NEEDED SERVICES	Water Utility Construction	6,922.50
				Total for Payment No.:		6,922.50

Payment No: 647711

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	ICE US OTC COMMODITY MARKETS LLC	00483891	1120000868088	ENERGY BROKER COMM NOV20	Electric Utility	5,204.97
				Total for Payment No.:		5,204.97

Payment No: 647712

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	INDUSTRIAL SCIENTIFIC CORP	00483151	2374973	INET SUBSC 10/30/20-11/29/2020	Electric Utility	677.11
				Total for Payment No.:		677.11

Payment No: 647713

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	JAMES DUSSEAU	00483242	R220-EVC-065	EV CHRGR REBATE; 21361-09	Elec OperatingGrant Trust Fund	1,000.00
				Total for Payment No.:		1,000.00

Payment No: 647714

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	JX CUISINE	00484168	35943DEC2020	Small Business Assistance Gran	Other City Dept Op Grant Fund	5,000.00
				Total for Payment No.:		5,000.00

Payment No: 647715

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
--------------	-------------	-------------	-------------	-------------	-----------	-------------

12/11/2020	KANO LABORATORIES	00483924	82085960	AEROKROIL SPRAY LUBRICANT	Electric Utility	791.81
12/11/2020	KANO LABORATORIES	00483924	82085960	SHIPPING	Electric Utility	119.00
Total for Payment No.:						910.81

Payment No: 647716

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	LA OFERTA NEWSPAPER	00483962	17982	SPECIAL MUNICIPAL ELECTION AD	General Fund	1,045.00
12/11/2020	LA OFERTA NEWSPAPER	00483965	18011	NOMINEES FOR PUBLIC OFFICE AD	General Fund	1,020.00
Total for Payment No.:						2,065.00

Payment No: 647717

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	LC ACTION POLICE SUPPLY	00483116	418250	Vest Carriers K9 Unit	Police Operating Grant Fund	6,965.10
Total for Payment No.:						6,965.10

Payment No: 647718

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	MOUTON TRAINING & COUNSULTING	00483964	44030	Hands-on Classroom Training fo	Information Technology Service	3,680.00
Total for Payment No.:						3,680.00

Payment No: 647719

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	NATHAN WENDEL	00483243	R220-EVC-064	EV CHRGR REBATE; 15015-02	Elec OperatingGrant Trust Fund	1,000.00
Total for Payment No.:						1,000.00

Payment No: 647720

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
--------------	-------------	-------------	-------------	-------------	-----------	-------------

12/11/2020	NEWGEN STRATEGIES	00483890	10442	RATES, COST OF SVC ANALYSIS	Electric Utility	11,687.50
				Total for Payment No.:		11,687.50

Payment No: 647721

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	PENINSULA UNIFORMS & EQUIPMENT	00483953	176956	BIKE PATROL UNIFORMS-POMPOSO	General Fund	369.64
12/11/2020	PENINSULA UNIFORMS & EQUIPMENT	00483955	176974	BIKE PATROL UNIFORMS-DURAN	General Fund	369.64
12/11/2020	PENINSULA UNIFORMS & EQUIPMENT	00483956	177045	BIKE PATROL UNIFORMS-ERNST	General Fund	357.51
12/11/2020	PENINSULA UNIFORMS & EQUIPMENT	00483957	177046	BIKE PATROL UNIFORMS-WONNELL	General Fund	369.64
12/11/2020	PENINSULA UNIFORMS & EQUIPMENT	00483958	177047	BIKE PATROL UNIFORMS-SETO	General Fund	369.64
12/11/2020	PENINSULA UNIFORMS & EQUIPMENT	00483959	177048	BIKE PATROL UNIFORMS-WASSERMAN	General Fund	369.64
12/11/2020	PENINSULA UNIFORMS & EQUIPMENT	00483960	177049	BIKE PATROL UNIFORMS-AHMED	General Fund	373.97
				Total for Payment No.:		2,579.68

Payment No: 647722

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	R & B CO	00482756	S1976754.001	HYDRANT METER	Water Utility	2,502.64
12/11/2020	R & B CO	00482760	S1978172.001	1X100 K SOFT CU TUBE	Water Utility	1,360.32
12/11/2020	R & B CO	00482761	S1978237.001	12 HYMAX GRIP FLANGE	Water Utility	1,376.77
12/11/2020	R & B CO	00482763	S1978246.001	6", 8", 10" HYMAX GRIP FLANGES	Water Utility	1,656.90
12/11/2020	R & B CO	00483979	S1976873.004	NIPPLE, BRASS, STANDARD, 2IN X	Water Utility	127.75
12/11/2020	R & B CO	00483983	S1979667.002	EXTENSION, HYDRANT BURY, 6 X 6	Water Utility	1,220.80
12/11/2020	R & B CO	00483985	S1979667.003	CLAMP, FULL CIRCLE, 6IN X 15IN	Water Utility	2,773.22
12/11/2020	R & B CO	00483986	S1979608.003	RETAINER GLAND KIT, 12IN, TYLE	Water Utility	2,878.91
12/11/2020	R & B CO	00484004	S1980214.001	VALVE, GATE, MJ, 8IN FOR C.I.,	Water Utility Construction	3,781.25
12/11/2020	R & B CO	00484004	S1980214.001	VALVE, GATE, MJ 6IN CI, RESILI	Water Utility Construction	2,259.18
12/11/2020	R & B CO	00484004	S1980214.001	HYDRANT, PAINTED WHITE 4IN STR	Water Utility Construction	4,435.69
12/11/2020	R & B CO	00484004	S1980214.001	TEE, MJ, 8IN X 6IN, DI C-153,	Water Utility	1,104.21

					Construction	
12/11/2020	R & B CO	00484004	S1980214.001	G5 BOX, TYLER TUG05	Water Utility Construction	1,131.78
12/11/2020	R & B CO	00484004	S1980214.001	G5 CI LID TUG05	Water Utility Construction	424.38
12/11/2020	R & B CO	00484062	S1980309.001	VALVE, GATE, MJ 6IN CI, RESILI	Water Utility Construction	564.78
12/11/2020	R & B CO	00484062	S1980309.001	PLUG, MJ, 8IN, TAP 2IN FLAT, D	Water Utility Construction	175.69
12/11/2020	R & B CO	00484062	S1980309.001	BOX, TRAFFIC VALVE, G05 BOX W	Water Utility Construction	251.51
12/11/2020	R & B CO	00484062	S1980309.001	G5 LID TYLER #670610502551(LID	Water Utility Construction	94.31
				Total for Payment No.:		28,120.09

Payment No: 647723

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	RAUL MANZO	00483681	85	HOME IMPROVEMENTS - LEE	H.U.D Capital Projects	30,341.00
12/11/2020	RAUL MANZO	00483681	85	LEE - 10576	H.U.D Capital Projects	30,341.00
12/11/2020	RAUL MANZO	00483681	85	LEE - 10576	H.U.D Capital Projects	-30,341.00
				Total for Payment No.:		30,341.00

Payment No: 647724

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	REED & GRAHAM INC	00484083	983945	COLD MIX & BASE ROCK	Water Utility Construction	782.85
12/11/2020	REED & GRAHAM INC	00484083	983945	COLD MIX & BASE ROCK	Water Utility	313.15
12/11/2020	REED & GRAHAM INC	00484083	983945	COLD MIX & BASE ROCK	Electric Utility Construction	391.44
12/11/2020	REED & GRAHAM INC	00484083	983945	COLD MIX & BASE ROCK	Sewer Utility	78.29
12/11/2020	REED & GRAHAM INC	00484084	983800	COLD MIX & BASE ROCK	Water Utility Construction	229.74

12/11/2020	REED & GRAHAM INC	00484084	983800	COLD MIX & BASE ROCK	Water Utility	91.90
12/11/2020	REED & GRAHAM INC	00484084	983800	COLD MIX & BASE ROCK	Electric Utility Construction	114.87
12/11/2020	REED & GRAHAM INC	00484084	983800	COLD MIX & BASE ROCK	Sewer Utility	22.97
12/11/2020	REED & GRAHAM INC	00484086	975843	COLD MIX & BASE ROCK	Water Utility Construction	692.60
12/11/2020	REED & GRAHAM INC	00484086	975843	COLD MIX & BASE ROCK	Water Utility	277.03
12/11/2020	REED & GRAHAM INC	00484086	975843	COLD MIX & BASE ROCK	Electric Utility Construction	346.30
12/11/2020	REED & GRAHAM INC	00484086	975843	COLD MIX & BASE ROCK	Sewer Utility	69.27
12/11/2020	REED & GRAHAM INC	00484087	984283	COLD MIX & BASE ROCK	Water Utility Construction	2,015.65
12/11/2020	REED & GRAHAM INC	00484087	984283	COLD MIX & BASE ROCK	Water Utility	806.27
12/11/2020	REED & GRAHAM INC	00484087	984283	COLD MIX & BASE ROCK	Electric Utility Construction	1,007.84
12/11/2020	REED & GRAHAM INC	00484087	984283	COLD MIX & BASE ROCK	Sewer Utility	201.57
12/11/2020	REED & GRAHAM INC	00484088	984284	COLD MIX & BASE ROCK	Water Utility Construction	436.37
12/11/2020	REED & GRAHAM INC	00484088	984284	COLD MIX & BASE ROCK	Water Utility	174.54
12/11/2020	REED & GRAHAM INC	00484088	984284	COLD MIX & BASE ROCK	Electric Utility Construction	218.18
12/11/2020	REED & GRAHAM INC	00484088	984284	COLD MIX & BASE ROCK	Sewer Utility	43.63
12/11/2020	REED & GRAHAM INC	00484090	987643	COLD MIX & BASE ROCK	Water Utility Construction	326.05
12/11/2020	REED & GRAHAM INC	00484090	987643	COLD MIX & BASE ROCK	Water Utility	130.41
12/11/2020	REED & GRAHAM INC	00484090	987643	COLD MIX & BASE ROCK	Electric Utility Construction	163.02
12/11/2020	REED & GRAHAM INC	00484090	987643	COLD MIX & BASE ROCK	Sewer Utility	32.60
12/11/2020	REED & GRAHAM INC	00484092	985907	COLD MIX & BASE ROCK	Water Utility Construction	332.17
12/11/2020	REED & GRAHAM INC	00484092	985907	COLD MIX & BASE ROCK	Water Utility	132.87
12/11/2020	REED & GRAHAM INC	00484092	985907	COLD MIX & BASE ROCK	Electric Utility Construction	166.08
12/11/2020	REED & GRAHAM INC	00484092	985907	COLD MIX & BASE ROCK	Sewer Utility	33.22
12/11/2020	REED & GRAHAM INC	00484095	985352	COLD MIX & BASE ROCK	Water Utility Construction	413.55

12/11/2020	REED & GRAHAM INC	00484095	985352	COLD MIX & BASE ROCK	Water Utility	165.43
12/11/2020	REED & GRAHAM INC	00484095	985352	COLD MIX & BASE ROCK	Electric Utility Construction	206.78
12/11/2020	REED & GRAHAM INC	00484095	985352	COLD MIX & BASE ROCK	Sewer Utility	41.35
12/11/2020	REED & GRAHAM INC	00484098	985477	COLD MIX & BASE ROCK	Water Utility Construction	719.05
12/11/2020	REED & GRAHAM INC	00484098	985477	COLD MIX & BASE ROCK	Water Utility	287.61
12/11/2020	REED & GRAHAM INC	00484098	985477	COLD MIX & BASE ROCK	Electric Utility Construction	359.52
12/11/2020	REED & GRAHAM INC	00484098	985477	COLD MIX & BASE ROCK	Sewer Utility	71.90
12/11/2020	REED & GRAHAM INC	00484099	985353	COLD MIX & BASE ROCK	Water Utility Construction	261.30
12/11/2020	REED & GRAHAM INC	00484099	985353	COLD MIX & BASE ROCK	Water Utility	104.52
12/11/2020	REED & GRAHAM INC	00484099	985353	COLD MIX & BASE ROCK	Electric Utility Construction	130.63
12/11/2020	REED & GRAHAM INC	00484099	985353	COLD MIX & BASE ROCK	Sewer Utility	26.13
12/11/2020	REED & GRAHAM INC	00484101	988017	COLD MIX & BASE ROCK	Water Utility Construction	756.81
12/11/2020	REED & GRAHAM INC	00484101	988017	COLD MIX & BASE ROCK	Water Utility	302.72
12/11/2020	REED & GRAHAM INC	00484101	988017	COLD MIX & BASE ROCK	Electric Utility Construction	378.39
12/11/2020	REED & GRAHAM INC	00484101	988017	COLD MIX & BASE ROCK	Sewer Utility	75.67
12/11/2020	REED & GRAHAM INC	00484102	988667	COLD MIX & BASE ROCK	Water Utility Construction	1,242.35
12/11/2020	REED & GRAHAM INC	00484102	988667	COLD MIX & BASE ROCK	Water Utility	496.94
12/11/2020	REED & GRAHAM INC	00484102	988667	COLD MIX & BASE ROCK	Electric Utility Construction	621.17
12/11/2020	REED & GRAHAM INC	00484102	988667	COLD MIX & BASE ROCK	Sewer Utility	124.23
				Total for Payment No.:		16,416.93

Payment No: 647725

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	ROBIN WEI	00483244	R220-EVC-056	EV CHRGR REBATE; 68161-02	Elec OperatingGrant Trust Fund	550.00
				Total for Payment No.:		550.00

Payment No: 647726

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	ROYAL BRASS INC	00482764	938034-001	PIPE AND UNIONS	Water Utility	158.14
12/11/2020	ROYAL BRASS INC	00482766	939656-001	BUSHING PIPE	Water Utility	239.26
				Total for Payment No.:		397.40

Payment No: 647727

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	SALAS O'BRIEN ENGINEERS, INC.	00483976	102010018	AGREEMENT FOR PROFESSIONAL SER	Public Buildings	4,729.85
				Total for Payment No.:		4,729.85

Payment No: 647728

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	SANTA CLARA BUILDING MAINTENANCE	00483208	5437	REPAIR UTILITY FAUCET 881	Electric Utility	475.00
				Total for Payment No.:		475.00

Payment No: 647729

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	SANTA CLARA CO DEPT OF CORRECTIONS	00483122	1800074777	Paque	General Fund	59.95
				Total for Payment No.:		59.95

Payment No: 647730

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	SANTA CLARA WEEKLY	00483089	1244795	CARES ACT FUNDING	H.U.D Capital Projects	636.00
12/11/2020	SANTA CLARA WEEKLY	00483089	1244795		H.U.D Capital Projects	636.00
12/11/2020	SANTA CLARA WEEKLY	00484177	1244793	HEARING FOR 2250 LAWSON LANE	General Fund	744.00
12/11/2020	SANTA CLARA WEEKLY	00484178	1244794	HEARING FOR STEVEN CREEK BLVD	General Fund	768.00
12/11/2020	SANTA CLARA WEEKLY	00484179	1244796	AMENDMENTS TO TASMAN EAST PLAN	General Fund	1,152.00

Total for Payment No.: 3,936.00

Payment No: 647731

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	SCHAAF & WHEELER CONSULTING	00484191	33192	AGREEMENT FOR DESIGN PROFESSIO	Storm Drain	67,099.63
12/11/2020	SCHAAF & WHEELER CONSULTING	00484192	33434	AGREEMENT FOR DESIGN PROFESSIO	Storm Drain	11,861.36
12/11/2020	SCHAAF & WHEELER CONSULTING	00484193	33555	AGREEMENT FOR DESIGN PROFESSIO	Storm Drain	24,018.75
Total for Payment No.:						102,979.74

Payment No: 647732

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	SEAN MENDELSON	00483973	1B FALL 2020	Contractor Payment for FY 20/2	General Fund	6,349.20
Total for Payment No.:						6,349.20

Payment No: 647733

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	SEL ENGINEERING SERVICES, INC.	00483282	37572	ELECT SUPPORT/UPGRADES SEP20	Electric Utility Construction	10,096.00
12/11/2020	SEL ENGINEERING SERVICES, INC.	00483285	38084	ELECT SUPPORT/UPGRADES OCT20	Electric Utility Construction	8,224.00
12/11/2020	SEL ENGINEERING SERVICES, INC.	00483285	38084	ELECT SUPPORT/UPGRADES OCT20	Electric Utility Construction	896.00
12/11/2020	SEL ENGINEERING SERVICES, INC.	00483285	38084	ELECT SUPPORT/UPGRADES OCT20	Electric Utility	4,508.00
Total for Payment No.:						23,724.00

Payment No: 647734

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	SPENCER TURBINE COMPANY	00484185	ARI 248294	PN# VBC97501 - CASE FOR VB-075	Electric Utility	3,631.65
12/11/2020	SPENCER TURBINE COMPANY	00484185	ARI 248294	PN# VBI97502/ IMPELLER FOR VB-	Electric Utility	2,662.66
Total for Payment No.:						6,294.31

Payment No: 647735

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	STANFORD HOSPITAL AND CLINICS	00484180	2102-106933CITYNSCL	STANFORD MEDICAL DIRECTOR SERV	General Fund	2,083.00
				Total for Payment No.:		2,083.00

Payment No: 647736

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	TAQUERIA VALLARTA	00484164	35948DEC2020	Small Business Assistance Gran	Other City Dept Op Grant Fund	5,000.00
				Total for Payment No.:		5,000.00

Payment No: 647737

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	TED COHN	00483245	R220-EVC-058	EV CHRGR REBATE; 53126-03	Elec OperatingGrant Trust Fund	1,000.00
				Total for Payment No.:		1,000.00

Payment No: 647738

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	THE HANOVER INSURANCE COMPANY	00484157	35638NOV2020	INSURANCE POLICY DUES	Deposit Funds.	1,927.00
				Total for Payment No.:		1,927.00

Payment No: 647739

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	THE HOME DEPOT PRO	00482772	577987787	JANITORIAL SUPPLIES	General Fund	44.73
				Total for Payment No.:		44.73

Payment No: 647740

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
--------------	-------------	-------------	-------------	-------------	-----------	-------------

12/11/2020	THE SOURCING GROUP, LLC	00483088	341151	BMR COVENANT TRIFOLDS - 2TYPES	City Affordable Housing	231.08
12/11/2020	THE SOURCING GROUP, LLC	00483105	341014	NCIP PROM NOTE 2021 TRIFOLDS	General Fund	143.88
				Total for Payment No.:		374.96

Payment No: 647741

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	THOMSON REUTERS WEST	00484190	843326255	ONLINE LEGAL DATABASE OCT20	General Fund	1,768.99
				Total for Payment No.:		1,768.99

Payment No: 647742

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	UNIFIRST CORPORATION	00483294	385 0414218	GARMENT RENT/CLEANING SVC CH	Electric Utility	93.05
12/11/2020	UNIFIRST CORPORATION	00483295	385 0414178	GARMENT RENT/CLEAN SVCS AD1705	Electric Utility	69.11
12/11/2020	UNIFIRST CORPORATION	00483297	385 0414177	GARMENT RENT/CLEAN SVCS SUB	Electric Utility	438.22
12/11/2020	UNIFIRST CORPORATION	00483299	385 0414174	GARMENT RENTAL/CLEANING 881ENG	Electric Utility	91.47
12/11/2020	UNIFIRST CORPORATION	00483302	385 0414172	GARMENT RENTAL/CLEANING T&D	Electric Utility	828.66
12/11/2020	UNIFIRST CORPORATION	00483304	385 0414171	DELIVERY FEE SVP	Electric Utility	14.50
12/11/2020	UNIFIRST CORPORATION	00483304	385 0414171	GARMENT RENTAL/CLEANING SVP IT	Electric Utility	42.15
12/11/2020	UNIFIRST CORPORATION	00483305	385 0414170	GARMENT RENT/CLEAN SVCS DVR	Electric Utility	426.02
				Total for Payment No.:		2,003.18

Payment No: 647743

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	UNIQUE TOWING	00483961	00162348	CAMRY TOWED FROM SCPD TO YARD	General Fund	107.50
				Total for Payment No.:		107.50

Payment No: 647744

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
--------------	-------------	-------------	-------------	-------------	-----------	-------------

12/11/2020	UNITED PARCEL SERVICE	00483968	00009882E5460A	DELIVERY CHARGES	General Fund	31.00
				Total for Payment No.:		31.00

Payment No: 647745

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	VITAL VALT	00483119	00010571	Weapon Storage Units	General Fund	3,877.11
				Total for Payment No.:		3,877.11

Payment No: 647746

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/11/2020	WESTERN POWER TRADING FORUM	00483230	2021079	GENERAL MEMBERSHIP DUES 2021	Electric Utility	5,000.00
				Total for Payment No.:		5,000.00

Overall Total	485,079.09
---------------	------------



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

Run Date 12/17/2020
Run Time 9:00:08 AM

Sorted by Payment Number

Payment No: 017906

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	BISTRO SIAM	00484659	35951DEC2020	Small Business Assistance Gran	Other City Dept Op Grant Fund	5,000.00
				Total for Payment No.:		5,000.00

Payment No: 017907

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	FADY SALEM	00484666	35963DEC2020	Small Business Assistance Gran	Other City Dept Op Grant Fund	5,000.00
				Total for Payment No.:		5,000.00

Payment No: 017908

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	KYUNGMI GU	00484662	35946DEC2020	Small Business Assistance Gran	Other City Dept Op Grant Fund	5,000.00
				Total for Payment No.:		5,000.00

Payment No: 017909

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	NEW IMAGE LIMOUSINES	00484665	35965DEC2020	Small Business Assistance Gran	Other City Dept Op Grant Fund	5,000.00
				Total for Payment No.:		5,000.00

Payment No: 017910

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
--------------	-------------	-------------	-------------	-------------	-----------	-------------

12/18/2020	ROYDENT, INC.	00484669	35966DEC2020	Small Business Assistance Gran	Other City Dept Op Grant Fund	5,000.00
Total for Payment No.:						5,000.00
Payment No: 017911						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	RUJVI MAANK BHATT DDS INC.	00484660	35967DEC2020	Small Business Assistance Gran	Other City Dept Op Grant Fund	5,000.00
Total for Payment No.:						5,000.00
Payment No: 017912						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	THE ADULT ZONE	00484667	35970DEC2020	Small Business Assistance Gran	Other City Dept Op Grant Fund	10,000.00
Total for Payment No.:						10,000.00
Payment No: 017913						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	TRITON MUSEUM OF ART	00484522	2887DEC2020	GRANT AGREEMENT WITH THE TRITO	General Fund	24,630.00
Total for Payment No.:						24,630.00
Payment No: 017914						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	CARIE T ROSE	00484580	11/29/20-12/12/20DR	WAGE ATTACHMENT B2026	Payroll Liability&ClearingAcct	1,153.85
Total for Payment No.:						1,153.85
Payment No: 017915						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	WORKTERRA	00484588	11/29/20-12/12/20	FLEX SPENDING DEP/HEALTH	Payroll Liability&ClearingAcct	3,993.85

12/18/2020	WORKTERRA	00484588	11/29/20-12/12/20	FLEX SPENDING DEP/HEALTH	Payroll Liability&ClearingAcct	7,520.62
12/18/2020	WORKTERRA	00484588	11/29/20-12/12/20	FLEX SPENDING DEP/HEALTH	Payroll Liability&ClearingAcct	244.00
				Total for Payment No.:		11,758.47

Payment No: 017916

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	ACCELA INC	00483867	INV-ACC53092	Accela License Citizen Access	General Fund	13,753.52
12/18/2020	ACCELA INC	00483867	INV-ACC53092	Accela License Custom	General Fund	265,563.93
				Total for Payment No.:		279,317.45

Payment No: 017917

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	ADVANCED CHEMICAL TECHNOLOGY INC	00483922	0349684-IN	CITY HALL	General Fund	85.00
12/18/2020	ADVANCED CHEMICAL TECHNOLOGY INC	00483922	0349684-IN	OLD COURTHOUSE	General Fund	85.00
12/18/2020	ADVANCED CHEMICAL TECHNOLOGY INC	00483922	0349684-IN	CRC	General Fund	85.00
12/18/2020	ADVANCED CHEMICAL TECHNOLOGY INC	00483922	0349684-IN	FS 1	General Fund	85.00
12/18/2020	ADVANCED CHEMICAL TECHNOLOGY INC	00483922	0349684-IN	CENTRAL LIB	General Fund	85.00
12/18/2020	ADVANCED CHEMICAL TECHNOLOGY INC	00483922	0349684-IN	NORTHSIDE	General Fund	85.00
12/18/2020	ADVANCED CHEMICAL TECHNOLOGY INC	00483922	0349684-IN	PD	General Fund	85.00
12/18/2020	ADVANCED CHEMICAL TECHNOLOGY INC	00483922	0349684-IN	TRITON	Public Buildings	85.00
				Total for Payment No.:		680.00

Payment No: 017918

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	AIRGAS USA, LLC	00483361	9975191702	RENTAL CYLINDERS FOR DVR OCT20	Electric Utility	768.18
12/18/2020	AIRGAS USA, LLC	00483361	9975191702	AIRGAS HAZMAT CHARGE	Electric Utility	11.50
12/18/2020	AIRGAS USA, LLC	00483462	9107275037	E03NI99E15A03L5 EP 5.5PPM NC	Electric Utility	849.14
12/18/2020	AIRGAS USA, LLC	00483462	9107275037	E03NI99E15A1471 EP 2.5PPM NC	Electric Utility	849.14

12/18/2020	AIRGAS USA, LLC	00483462	9107275037	DELIVERY FLAT FEE	Electric Utility	64.31
12/18/2020	AIRGAS USA, LLC	00483462	9107275037	FUEL SURCHARGE FLAT	Electric Utility	7.96
12/18/2020	AIRGAS USA, LLC	00483462	9107275037	AIRGAS HAZMAT CHARGE	Electric Utility	12.54
				Total for Payment No.:		2,562.77

Payment No: 017919

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	ALLIANT INSURANCE SVCS INC	00484242	1495855	ZURICH JURISDICTIONAL FEE20/21	Electric Utility	4,626.00
				Total for Payment No.:		4,626.00

Payment No: 017920

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	AMERICAN BEVERAGE EQUIPMENT	00483761	51977	DEC20 RENT FOR ICE MACHINE DVR	Electric Utility	200.00
				Total for Payment No.:		200.00

Payment No: 017921

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	APPLIED POWER TECHNOLOGIES INC	00483940	13348-08	MO. EPMS MAINT SRV NOV2020	Electric Utility	2,530.33
				Total for Payment No.:		2,530.33

Payment No: 017922

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	BADGER METER INC	00483893	80064236	CELLULAR SERVICE	Water Utility	45.00
				Total for Payment No.:		45.00

Payment No: 017923

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	BAKER & TAYLOR BOOKS	00483451	2035631934	1233 AD BK	General Fund	126.37

12/18/2020	BAKER & TAYLOR BOOKS	00483452	2035631935	1235 AD BK	General Fund	124.63
Total for Payment No.:						251.00

Payment No: 017924

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	BELL ELECTRICAL SUPPLY	00483465	5648668	SOOW BLK 250R	Electric Utility	1,054.45
12/18/2020	BELL ELECTRICAL SUPPLY	00483465	5648668	SHACKLE PADLOCKS	Electric Utility	0.00
Total for Payment No.:						1,054.45

Payment No: 017925

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	BELL ELECTRICAL SUPPLY	00483704	5640407	ELECTRICAL SUPPLIES	General Fund	7.90
Total for Payment No.:						7.90

Payment No: 017926

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	BOUNDTREE MEDICAL LLC	00483450	83853588	PPE COVID Gloves	Other City Dept Op Grant Fund	2,125.50
Total for Payment No.:						2,125.50

Payment No: 017927

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	BRUCE BARTON PUMP SERVICE INC	00483923	0105568-IN	CH HOT WATER PUMP	General Fund	356.92
Total for Payment No.:						356.92

Payment No: 017928

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	BUCKLES-SMITH	00483925	3217395-00	CH HVAC	General Fund	400.89
12/18/2020	BUCKLES-SMITH	00483926	3218813-00	PD AC	General Fund	166.68

Total for Payment No.: 567.57

Payment No: 017929

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	CENTRAL MEDICAL LABORATORY	00484530	18380	LAB FEES NOV 2020	General Fund	900.00
				Total for Payment No.:		900.00

Payment No: 017930

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	CINTAS CORP #630	00483213	4060763825	DS1-CEMETERY	Other City Dept Op Grant Fund	19.62
12/18/2020	CINTAS CORP #630	00483213	4060763825	CHEMICALS-CEMETERY	Cemetery	53.92
12/18/2020	CINTAS CORP #630	00483213	4060763825	UNIFORMS-CEMETERY	Cemetery	33.35
12/18/2020	CINTAS CORP #630	00483214	4061378106	DS1-CEMETERY	Other City Dept Op Grant Fund	19.62
12/18/2020	CINTAS CORP #630	00483214	4061378106	CHEMICALS-CEMETERY	Cemetery	53.92
12/18/2020	CINTAS CORP #630	00483214	4061378106	UNIFORMS-CEMETERY	Cemetery	33.35
12/18/2020	CINTAS CORP #630	00483215	4062041900	DS1-CEMETERY	Other City Dept Op Grant Fund	19.62
12/18/2020	CINTAS CORP #630	00483215	4062041900	CHEMICALS-CEMETERY	Cemetery	53.92
12/18/2020	CINTAS CORP #630	00483215	4062041900	UNIFORMS-CEMETERY	Cemetery	33.35
12/18/2020	CINTAS CORP #630	00483216	4062695166	DS1-CEMETERY	Other City Dept Op Grant Fund	19.62
12/18/2020	CINTAS CORP #630	00483216	4062695166	CHEMICALS-CEMETERY	Cemetery	53.92
12/18/2020	CINTAS CORP #630	00483216	4062695166	UNIFORMS-CEMETERY	Cemetery	40.99
12/18/2020	CINTAS CORP #630	00483217	4063353755	DS1-CEMETERY	Other City Dept Op Grant Fund	19.62
12/18/2020	CINTAS CORP #630	00483217	4063353755	CHEMICALS-CEMETERY	Cemetery	53.92
12/18/2020	CINTAS CORP #630	00483217	4063353755	UNIFORMS-CEMETERY	Cemetery	31.36
12/18/2020	CINTAS CORP #630	00483218	4064011861	DS1--CEMETERY	Other City Dept Op Grant Fund	19.62
12/18/2020	CINTAS CORP #630	00483218	4064011861	CHEMICALS-CEMETERY	Cemetery	53.92

12/18/2020	CINTAS CORP #630	00483218	4064011861	UNIFORMS-CEMETERY	Cemetery	31.36
12/18/2020	CINTAS CORP #630	00483748	4068221490	UNIFORMS-PARKS	General Fund	390.76
12/18/2020	CINTAS CORP #630	00483748	4068221490	SANIS BOWL CLIP SVC	General Fund	4.51
12/18/2020	CINTAS CORP #630	00483770	4067013469	CHEMICALS-WARBURTON	General Fund	21.66
12/18/2020	CINTAS CORP #630	00483770	4067013469	DS1-WARBURTON	Other City Dept Op Grant Fund	9.81
12/18/2020	CINTAS CORP #630	00483771	4067003369	CHEMICALS-WAR MEMORIAL	General Fund	34.06
12/18/2020	CINTAS CORP #630	00483771	4067003369	DS1-WAR MEMORIAL	Other City Dept Op Grant Fund	19.62
12/18/2020	CINTAS CORP #630	00483772	4067001846	CHEMICALS-WESTWOOD OAKS	General Fund	34.06
12/18/2020	CINTAS CORP #630	00483772	4067001846	DS1-WESTWOOD OAKS	Other City Dept Op Grant Fund	16.35
12/18/2020	CINTAS CORP #630	00483773	4067299227	CHEMICALS-AGNEW	General Fund	34.06
12/18/2020	CINTAS CORP #630	00483773	4067299227	DS1-AGNEW	Other City Dept Op Grant Fund	19.62
12/18/2020	CINTAS CORP #630	00483774	4067299135	CHEMICALS-LICKMILL	General Fund	43.24
12/18/2020	CINTAS CORP #630	00483775	4067299226	CHEMICALS-FULLER	General Fund	34.06
12/18/2020	CINTAS CORP #630	00483775	4067299226	DS1-FULLER	Other City Dept Op Grant Fund	19.62
12/18/2020	CINTAS CORP #630	00483776	4067301081	CHEMICALS-SENIOR CTR	General Fund	80.52
12/18/2020	CINTAS CORP #630	00483776	4067301081	DS1-SENIOR CTR	Other City Dept Op Grant Fund	39.24
12/18/2020	CINTAS CORP #630	00483777	4067299193	CHEMICALS-LIVE OAK	General Fund	34.06
12/18/2020	CINTAS CORP #630	00483777	4067299193	DS1-LIVE OAK	Other City Dept Op Grant Fund	19.62
12/18/2020	CINTAS CORP #630	00483778	4067299203	CHEMICALS-THAMIEN	General Fund	34.06
12/18/2020	CINTAS CORP #630	00483778	4067299203	DS1-THAMIEN	Other City Dept Op Grant Fund	19.62
12/18/2020	CINTAS CORP #630	00483828	4067593762	CHEMICALS-PARKWAY	General Fund	34.06
12/18/2020	CINTAS CORP #630	00483828	4067593762	DS1-PARKWAY	Other City Dept Op Grant Fund	19.62
12/18/2020	CINTAS CORP #630	00483829	4067763719	CHEMICALS-BOWERS	General Fund	34.06
12/18/2020	CINTAS CORP #630	00483829	4067763719	DS1-BOWERS	Other City Dept Op Grant Fund	19.62
12/18/2020	CINTAS CORP #630	00483834	4067763832	CHEMICALS-YAC	General Fund	53.61

12/18/2020	CINTAS CORP #630	00483834	4067763832	DS1-YAC	Other City Dept Op Grant Fund	4.97
12/18/2020	CINTAS CORP #630	00483838	4067763766	CHEMICALS-TEEN CTR	General Fund	45.15
12/18/2020	CINTAS CORP #630	00483838	4067763766	DS1-TEEN CTR	Other City Dept Op Grant Fund	4.97
12/18/2020	CINTAS CORP #630	00483842	4067763727	CHEMICALS-CENTRAL	General Fund	68.09
12/18/2020	CINTAS CORP #630	00483842	4067763727	DS1-CENTRAL	Other City Dept Op Grant Fund	39.24
12/18/2020	CINTAS CORP #630	00483845	4067763762	CHEMICALS-EARL CARMICHAEL	General Fund	34.06
12/18/2020	CINTAS CORP #630	00483845	4067763762	DS1-EARL CARMICHAEL	Other City Dept Op Grant Fund	19.62
12/18/2020	CINTAS CORP #630	00483847	4067763750	CHEMICALS-EVERRETT N EDDIE	General Fund	32.00
12/18/2020	CINTAS CORP #630	00483847	4067763750	DS1-EVERRETT N EDDIE	Other City Dept Op Grant Fund	19.62
12/18/2020	CINTAS CORP #630	00483850	4067765283	CHEMICALS-LARRY J MAR	General Fund	15.88
12/18/2020	CINTAS CORP #630	00483850	4067765283	DS1-LARRY J MAR	Other City Dept Op Grant Fund	6.54
12/18/2020	CINTAS CORP #630	00483852	4067763774	CHEMICALS-MACHADO	General Fund	34.06
12/18/2020	CINTAS CORP #630	00483852	4067763774	DS1-MACHADO	Other City Dept Op Grant Fund	19.62
12/18/2020	CINTAS CORP #630	00483853	4066523109	2020 NOV WATER UNIFORM SERVICE	Water Utility	311.33
12/18/2020	CINTAS CORP #630	00483853	4066523109	2020 NOV WATER UNIFORM SERVICE	Sewer Utility	311.33
12/18/2020	CINTAS CORP #630	00483856	4067759112	CHEMICALS-MONTAGUE	General Fund	34.06
12/18/2020	CINTAS CORP #630	00483856	4067759112	DS1-MONTAGUE	Other City Dept Op Grant Fund	19.62
12/18/2020	CINTAS CORP #630	00483858	4067759132	CHEMICALS-MONTAGUE SWIM	General Fund	34.06
12/18/2020	CINTAS CORP #630	00483858	4067759132	DS1-MONTAGUE SWIM	Other City Dept Op Grant Fund	19.62
12/18/2020	CINTAS CORP #630	00483859	4067763748	CHEMICALS-TENNIS CTR	General Fund	34.06
12/18/2020	CINTAS CORP #630	00483859	4067763748	DS1-TENNIS CTR	Other City Dept Op Grant Fund	19.62
12/18/2020	CINTAS CORP #630	00483860	4067763678	CHEMICALS-STEVE CARLI	General Fund	34.06
12/18/2020	CINTAS CORP #630	00483860	4067763678	DS1-STEVE CARLI	Other City Dept Op Grant Fund	19.62
12/18/2020	CINTAS CORP #630	00483873	4067759438	CHEMICALS-THOMAS BARRETT	General Fund	34.06

12/18/2020	CINTAS CORP #630	00483873	4067759438	DS1-THOMAS BARRETT	Other City Dept Op Grant Fund	19.62
12/18/2020	CINTAS CORP #630	00483874	4067765305	CHEMICALS-WARBURTON	General Fund	21.66
12/18/2020	CINTAS CORP #630	00483874	4067765305	DS1-WARBURTON	Other City Dept Op Grant Fund	9.81
12/18/2020	CINTAS CORP #630	00483875	4067763773	CHEMICALS-WILSON	General Fund	34.06
12/18/2020	CINTAS CORP #630	00483875	4067763773	DS1-WILSON	Other City Dept Op Grant Fund	19.62
12/18/2020	CINTAS CORP #630	00483876	4067880767	CHEMICALS-JENNY STRAND	General Fund	34.06
12/18/2020	CINTAS CORP #630	00483876	4067880767	DS1-JENNY STRAND	Other City Dept Op Grant Fund	19.62
12/18/2020	CINTAS CORP #630	00483877	4067880766	CHEMICALS-MAYWOOD	General Fund	34.06
12/18/2020	CINTAS CORP #630	00483877	4067880766	DS1-MAYWOOD	Other City Dept Op Grant Fund	19.62
12/18/2020	CINTAS CORP #630	00483878	4067880822	CHEMICALS-WESTWOOD OAKS	General Fund	34.06
12/18/2020	CINTAS CORP #630	00483878	4067880822	DS1-WESTWOOD OAKS	Other City Dept Op Grant Fund	16.35
12/18/2020	CINTAS CORP #630	00483879	4067898089	CHEMICALS-AGNEW	General Fund	34.06
12/18/2020	CINTAS CORP #630	00483879	4067898089	DS1-AGNEW	Other City Dept Op Grant Fund	19.62
12/18/2020	CINTAS CORP #630	00483880	4067897910	CHEMICALS-LICKMILL	General Fund	43.24
12/18/2020	CINTAS CORP #630	00483881	4067899755	CHEMICALS-EVERETT ALVAREZ	General Fund	34.06
12/18/2020	CINTAS CORP #630	00483881	4067899755	DS1-EVERETT ALVAREZ	Other City Dept Op Grant Fund	19.62
12/18/2020	CINTAS CORP #630	00483882	4067899774	CHEMICALS-SENIOR CTR	General Fund	80.52
12/18/2020	CINTAS CORP #630	00483882	4067899774	DS1-SENIOR CTR	Other City Dept Op Grant Fund	39.24
12/18/2020	CINTAS CORP #630	00483883	4067898088	CHEMICALS-FULLER	General Fund	34.06
12/18/2020	CINTAS CORP #630	00483883	4067898088	DS1-FULLER	Other City Dept Op Grant Fund	19.62
12/18/2020	CINTAS CORP #630	00483884	4067899707	CHEMICALS-HENRY SCHMIDT	General Fund	34.06
12/18/2020	CINTAS CORP #630	00483884	4067899707	DS1-HENRY SCHMIDT	Other City Dept Op Grant Fund	19.62
12/18/2020	CINTAS CORP #630	00483885	4067898050	CHEMICALS-LIVE OAK	General Fund	34.06
12/18/2020	CINTAS CORP #630	00483885	4067898050	DS1-LIVE OAK	Other City Dept Op Grant Fund	19.62

12/18/2020	CINTAS CORP #630	00483886	4067898038	CHEMICALS-THAMIEN	General Fund	34.06
12/18/2020	CINTAS CORP #630	00483886	4067898038	DS1-THAMIEN	Other City Dept Op Grant Fund	19.62
12/18/2020	CINTAS CORP #630	00483928	4069051289	UNIFORMS	General Fund	65.67
12/18/2020	CINTAS CORP #630	00483929	4068222702	UNIFORMS	General Fund	147.20
12/18/2020	CINTAS CORP #630	00483930	4068756669	UNIFORMS	General Fund	113.29
				Total for Payment No.:		4,003.56

Payment No: 017931

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	CINTAS CORP #630	00483423	4068479870	STREET RENTALS	General Fund	288.08
12/18/2020	CINTAS CORP #630	00483423	4068479870	FLEET RENTALS	Fleet Operation Fund	213.85
12/18/2020	CINTAS CORP #630	00483423	4068479870	SAFEWASHER MOBLE SRV- TXBLE	Fleet Operation Fund	31.03
				Total for Payment No.:		532.96

Payment No: 017932

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	COAST COUNTIES TRUCK	00483744	0132739S	LABOR- V#3277 WO#129017	Fleet Operation Fund	2,199.45
12/18/2020	COAST COUNTIES TRUCK	00483744	0132739S	PARTS- V#3277 WO#129017	Fleet Operation Fund	1,054.64
12/18/2020	COAST COUNTIES TRUCK	00483744	0132739S	MISC- V#3277 WO#129017 NONTXB	Fleet Operation Fund	177.99
				Total for Payment No.:		3,432.08

Payment No: 017933

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	COMMERCIAL TREE CARE	00483424	41106	SC OCT#1 REMOVALS	General Fund	6,600.00
				Total for Payment No.:		6,600.00

Payment No: 017934

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
--------------	-------------	-------------	-------------	-------------	-----------	-------------

12/18/2020	CORE BUSINESS TECHNOLOGIES	00484183	INV-02174	ANNUAL LICENSE - 23 STATIONS	General Fund	27,236.21
Total for Payment No.:						27,236.21

Payment No: 017935

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	DALEO INC	00482048	SV7-142-01	2004D MASTER CONTRACT	Electric Utility Construction	33,041.57
12/18/2020	DALEO INC	00482051	SV7-143-01	2004D MASTER CONTRACT	Electric Utility Construction	14,305.93
12/18/2020	DALEO INC	00482052	SV7144-01	2004D MASTER CONTRACT	Electric Utility Construction	26,911.30
12/18/2020	DALEO INC	00482053	SV7145-01	2004D MASTER CONTRACT	Electric Utility Construction	26,490.46
12/18/2020	DALEO INC	00482054	SV7146-01	2004D AERIAL CONTRACT	Electric Utility Construction	19,982.17
12/18/2020	DALEO INC	00482055	SV7148-01	2004D MASTER CONTRACT	Electric Utility Construction	15,757.62
Total for Payment No.:						136,489.05

Payment No: 017936

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	DIESEL DIRECT WEST	00483745	83795763	DIESEL- STRT CORP YRD TANK #53	Fleet Operation Fund	16,293.04
Total for Payment No.:						16,293.04

Payment No: 017937

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	DOCUMENT MANAGEMENT TECHNOLOGY	00483363	SVP15520	CLEANING/BOOKMARK 49.5HRS	Electric Utility	2,475.00
12/18/2020	DOCUMENT MANAGEMENT TECHNOLOGY	00483363	SVP15520	LINKING/BOOKMARKING 61.15HRS	Electric Utility	3,057.50
Total for Payment No.:						5,532.50

Payment No: 017938

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
--------------	-------------	-------------	-------------	-------------	-----------	-------------

12/18/2020	EJ PIRES TRUCKING INC	00484591	98146	TRUCKING AND HAULING SERVICES-	Water Utility	7,419.23
12/18/2020	EJ PIRES TRUCKING INC	00484591	98146	TRUCKING & HAULING SERVICES -	Sewer Utility	1,309.27
12/18/2020	EJ PIRES TRUCKING INC	00484592	98147	TRUCKING AND HAULING SERVICES-	Water Utility	684.25
12/18/2020	EJ PIRES TRUCKING INC	00484592	98147	TRUCKING & HAULING SERVICES -	Sewer Utility	120.75
12/18/2020	EJ PIRES TRUCKING INC	00484593	98387	TRUCKING AND HAULING SERVICES-	Water Utility	5,337.15
12/18/2020	EJ PIRES TRUCKING INC	00484593	98387	TRUCKING & HAULING SERVICES -	Sewer Utility	941.85
				Total for Payment No.:		15,812.50

Payment No: 017939

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	ELECTRICAL CONSULTANTS INC	00483480	90075	TRANSMISSION ENG. SRVCS AUG20	Electric Utility Construction	163.00
12/18/2020	ELECTRICAL CONSULTANTS INC	00483481	90999	TRANSMISSION ENG. SRVCS OCT20	Electric Utility Construction	55,651.53
				Total for Payment No.:		55,814.53

Payment No: 017940

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	ESOSOFT CORP	00483943	104745	ML CLASSICO (KEYACCOUNTS)	Electric Utility	32.72
12/18/2020	ESOSOFT CORP	00483943	104745	ML CLASSICO (KEYACCOUNTSPAGIN)	Electric Utility	32.72
12/18/2020	ESOSOFT CORP	00483943	104745	ML CLASSICO (POWERPOOL)	Electric Utility	32.72
12/18/2020	ESOSOFT CORP	00483943	104745	ML CLASSICO (ENERGYALERT)	Electric Utility	32.72
12/18/2020	ESOSOFT CORP	00483943	104745	ML CLASSICO (COGENSTEAM)	Electric Utility	32.72
				Total for Payment No.:		163.60

Payment No: 017941

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	ETHOSENERGY	00484561	IN72962	ADDITIONAL MATERIALS, SERVICES	Electric Utility Construction	25,425.07
				Total for Payment No.:		25,425.07

Payment No: 017942

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	FARWEST LINE SPECIALTIES LLC	00481810	315366	SALISBURY 1800SS SOCKET PGTOOL	Electric Utility	84.04
12/18/2020	FARWEST LINE SPECIALTIES LLC	00481810	315366	SALISBURY 1800SM SOCKET PGTOOL	Electric Utility	84.04
12/18/2020	FARWEST LINE SPECIALTIES LLC	00481810	315366	SALISBURY 1800SL SOCKET PGTOOL	Electric Utility	84.04
12/18/2020	FARWEST LINE SPECIALTIES LLC	00481810	315366	KLEIN HOOK 259	Electric Utility	58.18
12/18/2020	FARWEST LINE SPECIALTIES LLC	00481810	315366	LSB-1500B RATCHET LEVER HOIST	Electric Utility	1,486.97
12/18/2020	FARWEST LINE SPECIALTIES LLC	00481810	315366	SHIPPING	Electric Utility	30.73
12/18/2020	FARWEST LINE SPECIALTIES LLC	00481814	315617	40' HEAVY DUTY MEASURING STICK	Electric Utility	562.46
12/18/2020	FARWEST LINE SPECIALTIES LLC	00481814	315617	SHIPPING	Electric Utility	16.10
12/18/2020	FARWEST LINE SPECIALTIES LLC	00483364	318697	YOUNGSTOWN ARC RATED GLOVE	Electric Utility	798.54
12/18/2020	FARWEST LINE SPECIALTIES LLC	00483364	318697	LOWELL LINEMAN WRENCH 12" STEE	Electric Utility	172.07
12/18/2020	FARWEST LINE SPECIALTIES LLC	00483364	318697	KUNZ 552 GLOVES 2" CUFF	Electric Utility	366.00
12/18/2020	FARWEST LINE SPECIALTIES LLC	00483364	318697	KLEIN LINEMAN INSULATING WRENC	Electric Utility	88.08
12/18/2020	FARWEST LINE SPECIALTIES LLC	00483364	318697	KLEIN FOLDING KNIFE W/ CLIP	Electric Utility	107.46
12/18/2020	FARWEST LINE SPECIALTIES LLC	00483364	318697	BRIEF RELIEF LIQUID WASTE BAG	Electric Utility	214.28
12/18/2020	FARWEST LINE SPECIALTIES LLC	00483364	318697	BURNDY W-DIE TREE	Electric Utility	70.85
12/18/2020	FARWEST LINE SPECIALTIES LLC	00483364	318697	BURNDY DIE	Electric Utility	606.02
12/18/2020	FARWEST LINE SPECIALTIES LLC	00483364	318697	PENTAHEAD SOCKET	Electric Utility	34.24
12/18/2020	FARWEST LINE SPECIALTIES LLC	00483364	318697	SHIPPING	Electric Utility	23.02
				Total for Payment No.:		4,887.12

Payment No: 017943

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	FIS AVANTGARD LLC	00483456	5900214202	APS 2 ASP SRVC DEC 2020	General Fund	785.07
				Total for Payment No.:		785.07

Payment No: 017944

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
--------------	-------------	-------------	-------------	-------------	-----------	-------------

12/18/2020	FRIANT POWER AUTHORITY	00483946	795	ENERGY PURCH (HYDRO1) NOV20	Electric Utility	81,198.95
12/18/2020	FRIANT POWER AUTHORITY	00483946	795	ENERGY PURCH (HYDRO2) NOV20	Electric Utility	233,621.08
				Total for Payment No.:		314,820.03

Payment No: 017945

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	G2 ENERGY OSTROM RD LLC	00483947	SVP 11-20	ENERGY (LANDFILL GAS) NOV20	Electric Utility	91,381.43
				Total for Payment No.:		91,381.43

Payment No: 017946

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	GARDENLAND POWER EQUIPMENT	00483425	813158	PARTS- TS 800	General Fund	141.47
12/18/2020	GARDENLAND POWER EQUIPMENT	00483425	813158	LABOR- TS 800	General Fund	196.74
				Total for Payment No.:		338.21

Payment No: 017947

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	GEORGE HILLS CO	00484514	INV1018827	Claim Adjusting	Special Liability Insurance	28,379.40
				Total for Payment No.:		28,379.40

Payment No: 017948

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	GRAINGER	00483992	9720277996	COIN BATTERY	General Fund	172.59
				Total for Payment No.:		172.59

Payment No: 017949

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	GRAINGER-SAN JOSE	00483783	9704330712	PARTS- V#D1161	Fleet Operation Fund	29.49

12/18/2020	GRAINGER-SAN JOSE	00483784	9705950914	PARTS-V#2812	Fleet Operation Fund	113.35
12/18/2020	GRAINGER-SAN JOSE	00483785	9707845641	PARTS-V#3182	Fleet Operation Fund	40.61
12/18/2020	GRAINGER-SAN JOSE	00483786	9708239687	PARTS-V#3158	Fleet Operation Fund	30.82
12/18/2020	GRAINGER-SAN JOSE	00483787	9708626206	PARTS-V#1951	Fleet Operation Fund	28.35
12/18/2020	GRAINGER-SAN JOSE	00483788	9710964850	PARTS- V#3182	Fleet Operation Fund	29.38
12/18/2020	GRAINGER-SAN JOSE	00483789	9718708465	GRAFFITI SUPPLIES	General Fund	252.50
12/18/2020	GRAINGER-SAN JOSE	00483790	9718780225	PARTS- V#3119	Fleet Operation Fund	48.55
12/18/2020	GRAINGER-SAN JOSE	00483894	9708809877	SELF ADHESIVE VINYL SIGN	Water Utility	55.75
12/18/2020	GRAINGER-SAN JOSE	00483896	9720590778	DISENFECTANT TOWELS	Sewer Utility	1,444.14
12/18/2020	GRAINGER-SAN JOSE	00483897	9720038851	DISENFECTING WIPES	Sewer Utility	2,318.00
12/18/2020	GRAINGER-SAN JOSE	00483898	9732350179	BACK SUPPORT & VEST	Electric Utility	40.47
12/18/2020	GRAINGER-SAN JOSE	00484596	9723921020	BOOTS, PVC HIP LENGTH, STEEL T	Water Utility	199.93
12/18/2020	GRAINGER-SAN JOSE	00484597	9721728153	BOOTS, PVC HIP LENGTH, STEEL T	Water Utility	399.86
12/18/2020	GRAINGER-SAN JOSE	00484597	9721728153	BOOTS, PVC HIP LENGTH, STEEL T	Water Utility	299.89
12/18/2020	GRAINGER-SAN JOSE	00484597	9721728153	BOOTS, PVC HIP LENGTH, STEEL T	Water Utility	299.89
12/18/2020	GRAINGER-SAN JOSE	00484602	9723857265	SAFETY GLASSES, AMBER SMITH &	Electric Utility	112.87
12/18/2020	GRAINGER-SAN JOSE	00484603	9728222911	ROPE, 1/2IN DIA., WHITE, POLYP	Electric Utility	190.17
12/18/2020	GRAINGER-SAN JOSE	00484604	9732612925	SAFETY GLASSES, AMBER SMITH &	Electric Utility	338.64
12/18/2020	GRAINGER-SAN JOSE	00484604	9732612925	GLASSES, CLEAR LENS, BLACK FRA	Electric Utility	147.93
12/18/2020	GRAINGER-SAN JOSE	00484604	9732612925	WRENCH, TORQUE RATCHET, 1/2IN	Electric Utility	680.86
12/18/2020	GRAINGER-SAN JOSE	00484605	9732797379	PAINT, SPRAY, SAFETY RED AERVO	Electric Utility	76.90
				Total for Payment No.:		7,178.35

Payment No: 017950

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	GREENBERG TRAURIG LLP	00484567	5538788	LEGAL SERVICES	Related Santa Clara Dvlpr Fund	8,537.40
12/18/2020	GREENBERG TRAURIG LLP	00484568	5538789	LEGAL SERVICES	Related Santa Clara Dvlpr Fund	5,026.05
				Total for Payment No.:		13,563.45

Payment No: 017951

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	GURUS EDUCATIONAL SERVICES INC	00484569	201120	Contractor Payment for classes	General Fund	382.40
				Total for Payment No.:		382.40

Payment No: 017952

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	HYDRA-STOP LLC	00484607	41587	8" IV250, 9.05 INSTA-VALVE BOD	Water Utility	2,888.89
12/18/2020	HYDRA-STOP LLC	00484607	41587	8" OPEN LEFT CARTRIDGE IV250 P	Water Utility	1,869.01
				Total for Payment No.:		4,757.90

Payment No: 017953

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	INGRAM LIBRARY SERVICES INC	00483454	49692752	1241 AD BK	General Fund	765.27
12/18/2020	INGRAM LIBRARY SERVICES INC	00483454	49692752	1231 JUV BK	General Fund	902.26
12/18/2020	INGRAM LIBRARY SERVICES INC	00483454	49692752	1232 YA BK	General Fund	183.24
12/18/2020	INGRAM LIBRARY SERVICES INC	00483459	49692767	1235 AD/JUV/YA BK	General Fund	658.74
12/18/2020	INGRAM LIBRARY SERVICES INC	00483460	49692781	1233 AD/JUV BK	General Fund	136.81
				Total for Payment No.:		2,646.32

Payment No: 017954

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	INTERSTATE TRAFFIC CONTROL	00483791	241536	PAINT STENCIL(SHARE THE ROAD)	General Fund	491.63
				Total for Payment No.:		491.63

Payment No: 017955

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	JAVELCO EQUIPMENT SVC INC	00483792	57575	PARTS-V#3078	Fleet Operation Fund	178.01
12/18/2020	JAVELCO EQUIPMENT SVC INC	00483793	57577	PARTS-V#3268	Fleet Operation Fund	65.14

Total for Payment No.: 243.15

Payment No: 017956

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	JOSH R. RUBIETTA	00484508	FA2020-2-1	Contractor Payment for classes	General Fund	1,862.20
Total for Payment No.:						1,862.20

Payment No: 017957

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	JOVENVILLE LLC	00484520	20-6490	Graphic Design Services	General Fund	2,425.00
Total for Payment No.:						2,425.00

Payment No: 017958

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	LEE'S FORKLIFT SERVICE	00483797	20475	LABOR-V#2898 WO#129022	Fleet Operation Fund	250.00
12/18/2020	LEE'S FORKLIFT SERVICE	00483797	20475	PARTS-V#2898 WO#129022	Fleet Operation Fund	21.85
12/18/2020	LEE'S FORKLIFT SERVICE	00483798	20476	LABOR-V#3243 WO#129023	Fleet Operation Fund	250.00
12/18/2020	LEE'S FORKLIFT SERVICE	00483799	20477	LABOR-V#2047 WO#129025	Fleet Operation Fund	250.00
12/18/2020	LEE'S FORKLIFT SERVICE	00483800	20478	LABOR-V#2471 WO#129026	Fleet Operation Fund	250.00
Total for Payment No.:						1,021.85

Payment No: 017959

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	LEHR AUTO ELECTRIC	00483801	SI53730	PARTS-V#3288	Fleet Operation Fund	1,190.64
12/18/2020	LEHR AUTO ELECTRIC	00484432	SI53706	ITEM NO. 491-S FOOT SWITCH	Vehicle Replacement Fund	169.61
12/18/2020	LEHR AUTO ELECTRIC	00484432	SI53706	ITEM NO. 491-S FOOT SWITCH	General Fund	56.54
12/18/2020	LEHR AUTO ELECTRIC	00484432	SI53706	ITEM NO. EX0011 PATROL POWER H	Vehicle Replacement Fund	4,157.26

12/18/2020	LEHR AUTO ELECTRIC	00484432	SI53706	ITEM NO. EX0011 PATROL POWER H	General Fund	1,385.75
12/18/2020	LEHR AUTO ELECTRIC	00484433	SI54026	ITEM NO. VALR44S-CAL15 44" VA	Vehicle Replacement Fund	13,407.00
12/18/2020	LEHR AUTO ELECTRIC	00484433	SI54026	ITEM NO. VALR44S-CAL15 44" VA	General Fund	4,469.00
Total for Payment No.:						24,835.80

Payment No: 017960

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	LEVY SANTA CLARA CONVENTION CENTER	00484510	LEVYINV#103020	Meal Distribution Program	Other City Dept Op Grant Fund	29,193.60
Total for Payment No.:						29,193.60

Payment No: 017961

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	METAFILE INFORMATION SYSTEMS	00483223	050711	SYSTEM SUPPORT (JAN-MAR 2021)	General Fund	1,459.21
12/18/2020	METAFILE INFORMATION SYSTEMS	00483223	050711	SYSTEM SUPPORT (JAN-MAR 2021)	General Fund	1,459.22
Total for Payment No.:						2,918.43

Payment No: 017962

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	MIDWEST TAPE LLC	00483436	99653453	1241 AD ABKS	General Fund	160.14
12/18/2020	MIDWEST TAPE LLC	00483436	99653453	1241 AD CD'S	General Fund	42.48
12/18/2020	MIDWEST TAPE LLC	00483436	99653453	1241 AD DVD'S	General Fund	406.23
12/18/2020	MIDWEST TAPE LLC	00483436	99653453	1233 AD DVD'S	General Fund	116.53
12/18/2020	MIDWEST TAPE LLC	00483436	99653453	1235 AD DVD'S	General Fund	73.51
12/18/2020	MIDWEST TAPE LLC	00483453	99706844	1241 AD DB	General Fund	14,075.37
12/18/2020	MIDWEST TAPE LLC	00483794	99662261	1241 AD ABK	General Fund	49.04
12/18/2020	MIDWEST TAPE LLC	00483794	99662261	1235 AD ABK	General Fund	43.59
Total for Payment No.:						14,966.89

Payment No: 017963

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	MISSION TRAIL WASTE SYSTEMS	00483429	M617	RESDTL FOOD WSTE- PRCS JULY 20	Solid Waste Program	2,310.75
12/18/2020	MISSION TRAIL WASTE SYSTEMS	00483430	M618	FOOD SCRAP PRCSNG- AUG 2020	Solid Waste Program	41,275.76
12/18/2020	MISSION TRAIL WASTE SYSTEMS	00483431	M619	RESDTL FOOD WSTE PRCS-AUG 2020	Solid Waste Program	2,155.50
12/18/2020	MISSION TRAIL WASTE SYSTEMS	00483432	M621	RSDNTL FOOD WSTE PRCS- SEPT 20	Solid Waste Program	1,689.00
12/18/2020	MISSION TRAIL WASTE SYSTEMS	00483433	0000448460	SC CORD YARD - OCT 2020	Solid Waste Program	9,800.78
12/18/2020	MISSION TRAIL WASTE SYSTEMS	00483443	0000448825	GARBAGE BIN BILLNG- NOV 2020	General Fund	3,457.37
12/18/2020	MISSION TRAIL WASTE SYSTEMS	00483443	0000448825	GARBAGE BIN BILLNG- NOV 2020	General Fund	2,928.45
12/18/2020	MISSION TRAIL WASTE SYSTEMS	00483443	0000448825	GARBAGE BIN BILLNG- NOV 2020	General Fund	1,709.42
12/18/2020	MISSION TRAIL WASTE SYSTEMS	00483443	0000448825	GARBAGE BIN BILLNG- NOV 2020	General Fund	1,253.48
12/18/2020	MISSION TRAIL WASTE SYSTEMS	00483443	0000448825	GARBAGE BIN BILLNG- NOV 2020	General Fund	58.46
12/18/2020	MISSION TRAIL WASTE SYSTEMS	00483443	0000448825	GARBAGE BIN BILLNG- NOV 2020	General Fund	1,401.92
12/18/2020	MISSION TRAIL WASTE SYSTEMS	00483443	0000448825	GARBAGE BIN BILLNG- NOV 2020	Electric Utility	2,222.64
12/18/2020	MISSION TRAIL WASTE SYSTEMS	00483443	0000448825	GARBAGE BIN BILLNG- NOV 2020	Water Utility	989.40
12/18/2020	MISSION TRAIL WASTE SYSTEMS	00483443	0000448825	GARBAGE BIN BILLNG- NOV 2020	Solid Waste Program	690.76
12/18/2020	MISSION TRAIL WASTE SYSTEMS	00483443	0000448825	GARBAGE BIN BILLNG- NOV 2020	Electric Utility	243.85
12/18/2020	MISSION TRAIL WASTE SYSTEMS	00483455	0000448461	CEMETARY - GRBGE BILL OCT 2020	Cemetery	540.92
12/18/2020	MISSION TRAIL WASTE SYSTEMS	00483455	0000448461	POLICE - GRBGE BILL OCT 2020	General Fund	88.74
12/18/2020	MISSION TRAIL WASTE SYSTEMS	00483455	0000448461	PARKS - GRBGE BILL OCT 2020	General Fund	3,875.18
				Total for Payment No.:		76,692.38

Payment No: 017964

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	NALCO CO	00481821	69774749	PP01-3911.15 DRUM 210 LITER	Electric Utility	979.23
12/18/2020	NALCO CO	00481821	69774749	TRANSPORTATION/ENERGY FEE	Electric Utility	13.54
12/18/2020	NALCO CO	00483373	69830175	JR PORTAFEEED TRASAR 11/23/20	Electric Utility	5,502.45
12/18/2020	NALCO CO	00483373	69830175	TRANSPORTATION/ENERGY FEE	Electric Utility	68.21
12/18/2020	NALCO CO	00483766	69860152	FERRALYTE# 8131 12/1/20	Electric Utility	3,535.61

12/18/2020	NALCO CO	00483766	69860152	TRANSPORTATION/ENERGY FEE	Electric Utility	69.78
				Total for Payment No.:		10,168.82

Payment No: 017965

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	NORTHERN CALIF POWER AGENCY	00483944	006002-1220024	GEO1 FIXED DEC20	Electric Utility	1,025,075.00
12/18/2020	NORTHERN CALIF POWER AGENCY	00483944	006002-1220024	GEO1 VAR DEC20	Electric Utility	-1,049,962.00
12/18/2020	NORTHERN CALIF POWER AGENCY	00483944	006002-1220024	GEO1 DEBT DEC20	Electric Utility	183,128.00
12/18/2020	NORTHERN CALIF POWER AGENCY	00483944	006002-1220024	CT FIXED DEC20	Electric Utility	236,918.00
12/18/2020	NORTHERN CALIF POWER AGENCY	00483944	006002-1220024	CT VAR DEC20	Electric Utility	-189,819.00
12/18/2020	NORTHERN CALIF POWER AGENCY	00483944	006002-1220024	HYDRO FIXED DEC20	Electric Utility	563,224.00
12/18/2020	NORTHERN CALIF POWER AGENCY	00483944	006002-1220024	HYDRO VAR DEC20	Electric Utility	-592,351.00
12/18/2020	NORTHERN CALIF POWER AGENCY	00483944	006002-1220024	HYDRO DEBT DEC20	Electric Utility	1,071,561.00
12/18/2020	NORTHERN CALIF POWER AGENCY	00483944	006002-1220024	LEC FUEL DEC20	Electric Utility	901,726.00
12/18/2020	NORTHERN CALIF POWER AGENCY	00483944	006002-1220024	LEC VARIABLE DEC20	Electric Utility	-1,134,025.00
12/18/2020	NORTHERN CALIF POWER AGENCY	00483944	006002-1220024	LEC FIXED DEC20	Electric Utility	366,220.00
12/18/2020	NORTHERN CALIF POWER AGENCY	00483944	006002-1220024	LEC DEBT DEC20	Electric Utility	633,176.00
12/18/2020	NORTHERN CALIF POWER AGENCY	00483944	006002-1220024	LEG/REG/PM PASS THRU SVC DEC20	Electric Utility	373,468.00
12/18/2020	NORTHERN CALIF POWER AGENCY	00483944	006002-1220024	LEG/REG/PM PASS THRU SVC DEC20	Electric Utility	7,203.00
12/18/2020	NORTHERN CALIF POWER AGENCY	00483944	006002-1220024	PASSTHRU-CMUA EE DEC20	Elec OperatingGrant Trust Fund	12,024.00
12/18/2020	NORTHERN CALIF POWER AGENCY	00483944	006002-1220024	CONTRACT SVC-ASPEN CONFIRM 153	Electric Utility	3,577.00
12/18/2020	NORTHERN CALIF POWER AGENCY	00483944	006002-1220024	CONTRACT SVC-ASPEN CONFIRM 152	Electric Utility Construction	1,345.00
12/18/2020	NORTHERN CALIF POWER AGENCY	00483944	006002-1220024	CONTRACT SVC-ASPEN CONFIRM 188	Electric Utility Construction	11,114.00
12/18/2020	NORTHERN CALIF POWER AGENCY	00483944	006002-1220024	CONTRACT SVC-CADMUS CONFIRM185	Elec OperatingGrant Trust Fund	1,391.00
12/18/2020	NORTHERN CALIF POWER AGENCY	00483944	006002-1220024	CONTRACT SVC-CADMUS CONFIRM185	Elec OperatingGrant Trust Fund	8,401.00
12/18/2020	NORTHERN CALIF POWER AGENCY	00483944	006002-1220024	CONTRACT SVC-CSE CONFIRM 0147	Elec OperatingGrant Trust Fund	10,892.00

12/18/2020	NORTHERN CALIF POWER AGENCY	00483944	006002-1220024	CONTRACT SVC-CSE CONFIRM 0147	Elec OperatingGrant Trust Fund	21,898.00
12/18/2020	NORTHERN CALIF POWER AGENCY	00483944	006002-1220024	REC CREDIT SALES	Electric Utility	-111,600.00
12/18/2020	NORTHERN CALIF POWER AGENCY	00483944	006002-1220024	REC ENERGY SALES	Electric Utility	-127,194.00
12/18/2020	NORTHERN CALIF POWER AGENCY	00483944	006002-1220024	CISO MKT EST DEC20	Electric Utility	11,493,740.00
12/18/2020	NORTHERN CALIF POWER AGENCY	00483944	006002-1220024	CISO GMC OCT20,SEP20,OTHER	Electric Utility	207,524.60
12/18/2020	NORTHERN CALIF POWER AGENCY	00483944	006002-1220024	CISO MKT OCT20,SEP20,OTHER	Electric Utility	-3,808,779.33
12/18/2020	NORTHERN CALIF POWER AGENCY	00483944	006002-1220024	CISO XMN OCT20,SEP20,OTHER	Electric Utility	3,570,334.91
12/18/2020	NORTHERN CALIF POWER AGENCY	00483944	006002-1220024	CISO CRR OCT20,SEP20,OTHER	Electric Utility	-20,123.06
12/18/2020	NORTHERN CALIF POWER AGENCY	00483944	006002-1220024	CISO A/S OCT20,SEP20,OTHER	Electric Utility	51,042.88
Total for Payment No.:						13,721,130.00

Payment No: 017966

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	NORTHERN SAFETY CO INC	00483457	904221901	STREET DEPT SUPPLIES	General Fund	14.69
Total for Payment No.:						14.69

Payment No: 017967

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	ONESOURCE DISTRIBUTORS LLC	00484598	S6552157.004	CONNECTOR, OH, PARALLEL GROOVE	Electric Utility	1,825.80
12/18/2020	ONESOURCE DISTRIBUTORS LLC	00484598	S6552157.004	BRACE, CROSS ARM, 36IN LG X 1-	Electric Utility	530.07
12/18/2020	ONESOURCE DISTRIBUTORS LLC	00484599	S6587938.001	CONNECTOR, SERVICE DROP, INSUL	Electric Utility	96.63
Total for Payment No.:						2,452.50

Payment No: 017968

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	PAN ASIAN PUBLICATIONS (USA) INC	00483854	U-16614	1241 AD BK	General Fund	552.56
12/18/2020	PAN ASIAN PUBLICATIONS (USA) INC	00483855	U-16615	1241 AD BK	General Fund	537.65

12/18/2020	PAN ASIAN PUBLICATIONS (USA) INC	00483857	U-16616	1241 AD BK	General Fund	237.37
Total for Payment No.:						1,327.58
Payment No: 017969						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	PFM ASSET MGMT LLC	00484440	SMA-M1020-20520	INVESTMENT MANAGEMENT SERVICES	General Fund	24,980.62
Total for Payment No.:						24,980.62
Payment No: 017970						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	PG&E	00482040	5918427025-0 OCT2020	ELEC SVC BLACK BUTTE HYD OCT20	Electric Utility	1,679.42
Total for Payment No.:						1,679.42
Payment No: 017971						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	PG&E	00482041	2937321050-8 NOV2020	COGEN GAS HEATERS OCT20	Electric Utility	57.47
Total for Payment No.:						57.47
Payment No: 017972						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	PG&E	00482043	1543429391-4 NOV2020	ELEC SVC STONY GORGE HYD OCT20	Electric Utility	273.10
Total for Payment No.:						273.10
Payment No: 017973						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	PG&E	00482044	1501762727-2 OCT2020	ELEC SVC HIGH LINE CANAL OCT20	Electric Utility	135.67
Total for Payment No.:						135.67

Payment No: 017974

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	PG&E	00483468	3847680626-0 NOV2020	ELEC SVC GRZ INTAKE TWR NOV20	Electric Utility	2,282.28
				Total for Payment No.:		2,282.28

Payment No: 017975

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	PG&E	00484326	6738869084-3 DEC2020	GAS TRANSPORT DVR NOV20	Electric Utility	148,425.64
				Total for Payment No.:		148,425.64

Payment No: 017976

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	PG&E	00484327	6960110313-3 DEC2020	GAS TRANSPORT GIANERA NOV20	Electric Utility	3,486.21
				Total for Payment No.:		3,486.21

Payment No: 017977

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	PMIT	00484328	10	EBUILDER CONSULTING SVCS NOV20	Electric Utility Construction	135.34
12/18/2020	PMIT	00484328	10	EBUILDER CONSULTING SVCS NOV20	Water Utility	67.67
12/18/2020	PMIT	00484328	10	EBUILDER CONSULTING SVCS NOV20	Sewer Utility	67.67
12/18/2020	PMIT	00484328	10	EBUILDER CONSULTING SVCS NOV20	General Fund	33.83
12/18/2020	PMIT	00484328	10	EBUILDER CONSULTING SVCS NOV20	PW Capital Proj ManagementFund	33.83
12/18/2020	PMIT	00484328	10	EBUILDER CONSULTING SVCS NOV20	PW Capital Proj ManagementFund	33.83
12/18/2020	PMIT	00484328	10	EBUILDER CONSULTING SVCS NOV20	PW Capital Proj ManagementFund	33.83
				Total for Payment No.:		406.00

Payment No: 017978

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	PRAXAIR DISTRIBUTION INC	00481822	99910746	IND LIQUID 200-300LT	Electric Utility	342.12
12/18/2020	PRAXAIR DISTRIBUTION INC	00481822	99910746	SPEC HIGH PRESSURE>100CF	Electric Utility	25.98
12/18/2020	PRAXAIR DISTRIBUTION INC	00481822	99910746	SAFETY/ENVIRONMENTAL FEE	Electric Utility	25.45
12/18/2020	PRAXAIR DISTRIBUTION INC	00483469	60240665	IND HIGH PRESSURE>100CF	Electric Utility	127.04
12/18/2020	PRAXAIR DISTRIBUTION INC	00483469	60240665	IND LIQUID 160-199LT HIGH PRES	Electric Utility	151.65
12/18/2020	PRAXAIR DISTRIBUTION INC	00483469	60240665	SAFETY AND ENVIRONMENT FEE	Electric Utility	25.45
				Total for Payment No.:		697.69

Payment No: 017979

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	RELIABILITY OPTIMIZATION INC	00482035	20-00086	U2 VIBR ANALYSIS-TRAVEL OCT20	Electric Utility	675.00
12/18/2020	RELIABILITY OPTIMIZATION INC	00482035	20-00086	U2 VIBR ANALYSIS-ONSITE OCT20	Electric Utility	750.00
12/18/2020	RELIABILITY OPTIMIZATION INC	00482035	20-00086	U2 VIBR ANALYSIS-MILEAG OCT20	Electric Utility	144.33
12/18/2020	RELIABILITY OPTIMIZATION INC	00482035	20-00086	U2 VIBR ANALYSIS- OCT20	Electric Utility	450.00
12/18/2020	RELIABILITY OPTIMIZATION INC	00483375	20-00089	ANALYSIS@BLK BUTTE OCT/NOV20	Electric Utility	934.50
12/18/2020	RELIABILITY OPTIMIZATION INC	00483375	20-00089	ANALYSIS@STONY OCT/NOV20	Electric Utility	1,161.10
12/18/2020	RELIABILITY OPTIMIZATION INC	00483375	20-00089	ANALYSIS@HIGHL OCT/NOV20	Electric Utility	528.40
12/18/2020	RELIABILITY OPTIMIZATION INC	00483376	20-00090	VIBR ANALYSIS-ENGINEER NOV20	Electric Utility	4,050.00
12/18/2020	RELIABILITY OPTIMIZATION INC	00483376	20-00090	VIBR ANALYSIS-TECHNICIAN NOV20	Electric Utility	2,100.00
12/18/2020	RELIABILITY OPTIMIZATION INC	00483376	20-00090	VIBR ANALYSIS-REPORT NOV20	Electric Utility	1,050.00
12/18/2020	RELIABILITY OPTIMIZATION INC	00483376	20-00090	VIBR ANALYSIS-TRAVEL NOV20	Electric Utility	1,500.00
12/18/2020	RELIABILITY OPTIMIZATION INC	00483376	20-00090	VIBR ANALYSIS-MILEAGE NOV20	Electric Utility	258.75
				Total for Payment No.:		13,602.08

Payment No: 017980

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	SC FUELS	00483816	4466037	UNLDED FIRE STATN #1 TANK #61	Fleet Operation Fund	2,565.67
12/18/2020	SC FUELS	00483817	4478622	UNLDED PD TANK #71	Fleet Operation Fund	15,179.75

Total for Payment No.: 17,745.42

Payment No: 017981

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	SERRANO ELECTRIC INC	00483934	30196	SCCC LABOR	Convention Cnt Maintenance Dis	7,400.00
12/18/2020	SERRANO ELECTRIC INC	00483934	30196	SCCC MATERIAL	Convention Cnt Maintenance Dis	254.26
12/18/2020	SERRANO ELECTRIC INC	00483934	30196	SCCC LIFT	Convention Cnt Maintenance Dis	1,080.00
Total for Payment No.:						8,734.26

Payment No: 017982

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	SILICON VALLEY ANIMAL CONTROL	00484419	2020-18	JANUARY-MARCH 2021	General Fund	265,885.50
Total for Payment No.:						265,885.50

Payment No: 017983

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	THE GOODYEAR TIRE & RUBBER COMPANY	00483781	189-1105163	PARTS- V#2814	Fleet Operation Fund	100.35
12/18/2020	THE GOODYEAR TIRE & RUBBER COMPANY	00483781	189-1105163	PARTS- STOCK	Fleet Operation Fund	952.02
12/18/2020	THE GOODYEAR TIRE & RUBBER COMPANY	00483781	189-1105163	CA WASTE TIRE FEE- STOCK	Fleet Operation Fund	13.37
12/18/2020	THE GOODYEAR TIRE & RUBBER COMPANY	00483782	189-1105191	PARTS- V#2738	Fleet Operation Fund	425.34
12/18/2020	THE GOODYEAR TIRE & RUBBER COMPANY	00483782	189-1105191	CA WASTE TIRE FEE- V#2738	Fleet Operation Fund	7.64
Total for Payment No.:						1,498.72

Payment No: 017984

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
--------------	-------------	-------------	-------------	-------------	-----------	-------------

12/18/2020	TIFCO INDUSTRIES	00483822	71600472	PARTS- SHOP USE	Fleet Operation Fund	652.76
12/18/2020	TIFCO INDUSTRIES	00483823	71603691	PARTS-SHOP USE	Fleet Operation Fund	861.30
12/18/2020	TIFCO INDUSTRIES	00483824	71604205	PARTS- SHOP USE	Fleet Operation Fund	22.25
				Total for Payment No.:		1,536.31

Payment No: 017985

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	TIMOTHY KELSO	00484330	I2020145	SWA PSA SV95 UNIT RENEWAL 2021	Electric Utility	8,460.00
12/18/2020	TIMOTHY KELSO	00484330	I2020145	DVS ANALTICS ENCORE SWA 2021	Electric Utility	3,888.00
12/18/2020	TIMOTHY KELSO	00484330	I2020145	UM8700 VML SWA RENEWAL 2021	Electric Utility	8,100.00
				Total for Payment No.:		20,448.00

Payment No: 017986

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	TRAYER ENGINEERING CORP	00483251	0000026817	SWITCH, PADMOUNT, LIQUID-INSUL	Electric Utility	38,871.07
12/18/2020	TRAYER ENGINEERING CORP	00483277	0000026826	SWITCH, PADMOUNT, LIQUID-INSUL	Electric Utility	38,871.07
12/18/2020	TRAYER ENGINEERING CORP	00484073	0000026972	SWITCH, PADMOUNT, LIQUID-INSUL	Electric Utility	38,871.07
				Total for Payment No.:		116,613.21

Payment No: 017987

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	TRI-DAM POWER AUTHORITY	00484357	2020-11S SVP	ENERGY PURCH (HYDRO) NOV20	Electric Utility	239,974.17
				Total for Payment No.:		239,974.17

Payment No: 017988

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	TRI-DAM PROJECT	00484355	2020-11 SVP	ENERGY PURCH (HYDRO) NOV20	Electric Utility	2,316,189.01
				Total for Payment No.:		2,316,189.01

Payment No: 017989

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	UNISYS CORP	00484428	M2011008	INFORMATION TECHNOLOGY SERVICE	Information Technology Service	672,907.97
12/18/2020	UNISYS CORP	00484428	M2011008	STADIUM OPERATIONS COSTS	General Fund	969.78
				Total for Payment No.:		673,877.75

Payment No: 017990

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	UNITED ROTARY BRUSH CORP	00483458	CI258326	SWEEPER SUPPLIES	Solid Waste Program	4,243.14
				Total for Payment No.:		4,243.14

Payment No: 017991

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	UNITY COURIER SERVICES, INC	00483917	463949	Link + Delivery	General Fund	878.00
				Total for Payment No.:		878.00

Payment No: 017992

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	UNIVERSAL SITE SERVICES	00484554	20039179	FY 2020-21 CUSTODIAL SERVICES	Convention Cnt Maintenance Dis	5,980.00
12/18/2020	UNIVERSAL SITE SERVICES	00484554	20039179	FY 2020-21 PRESSURE WASHING SE	Convention Cnt Maintenance Dis	2,720.00
				Total for Payment No.:		8,700.00

Payment No: 017993

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	US DEPT OF ENERGY	00484358	NNPB000271120	POWER BILL NOV20	Electric Utility	277,026.21
12/18/2020	US DEPT OF ENERGY	00484358	NNPB000271120	WREGIS PASS-THRU CHGS NOV20	Electric Utility	307.99
12/18/2020	US DEPT OF ENERGY	00484358	NNPB000271120	CVP O&M FUNDING CREDIT	Electric Utility	-250,112.67

Total for Payment No.:	27,221.53
------------------------	-----------

Payment No: 017994

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	WESTERN RENEWABLE ENERGY	00484351	WR22849	CERTS CREATED	Electric Utility	156.64
12/18/2020	WESTERN RENEWABLE ENERGY	00484351	WR22849	DELIVERABILITY-NERC TAG	Electric Utility	212.00
12/18/2020	WESTERN RENEWABLE ENERGY	00484351	WR22849	CERTS TRANSFERRED	Electric Utility	13.02
Total for Payment No.:						381.66

Payment No: 017995

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	WESTERN STATES OIL CO	00483827	446956	UNLDED PD MOTRCYC TANK#91	Fleet Operation Fund	92.39
Total for Payment No.:						92.39

Overall Total	18,929,184.35
---------------	---------------



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

Run Date 12/17/2020
Run Time 9:36:48 AM

Sorted by Payment Number

Payment No: 647747

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	AARON DRUMRIGHT	00484533	5882AUG2020	LASSEN AND MODOC COUNTIES	General Fund	774.85
				Total for Payment No.:		774.85

Payment No: 647748

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	DKS ASSOC	00484421	0075480	AGREEMENT FOR ON-CALL TRAFFIC	Streets And Highways	1,582.00
				Total for Payment No.:		1,582.00

Payment No: 647749

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	G. BORTOLOTTO & CO	00483868	4870	CE171819 BENTON BIKE LANE	Streets And Highways	14,560.00
12/18/2020	G. BORTOLOTTO & CO	00483868	4870	CE171819 BRIARWOOD SPEED HUMP	Streets And Highways	62,500.00
12/18/2020	G. BORTOLOTTO & CO	00483868	4870	RETENTION	Streets And Highways	-3,853.00
				Total for Payment No.:		73,207.00

Payment No: 647750

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	JENNIFER SILVEIRA	00483863	18638NOV2020	CAP REIMBURSE - SEPTEMBER 2020	General Fund	40.00
12/18/2020	JENNIFER SILVEIRA	00483864	18638NOV2020A	CAP REIMBURSE - OCTOBER 2020	General Fund	40.00
12/18/2020	JENNIFER SILVEIRA	00483865	18638NOV2020B	CAP REIMBURSE - NOVEMBER 2020	General Fund	40.00

Total for Payment No.: 120.00

Payment No: 647751

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	JOHN BAYDO	00483866	23570NOV2020	CAP REIMBURSE - NOVEMBER 2020	General Fund	40.00
Total for Payment No.:						40.00

Payment No: 647752

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	JORGE RODRIGUEZ	00483703	35392NOV2020	SFETY BOOT/CLOTH REIMB FY 2021	Electric Utility	203.78
Total for Payment No.:						203.78

Payment No: 647753

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	KSENIA BAWDEN	00483942	29986NOV2020	COMPANY OFFICER 2D IN-SERVICE	General Fund	435.00
Total for Payment No.:						435.00

Payment No: 647754

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	LA CABANA PROPERTIES, LLC	00484424	35971DEC2020	PAP DEPOSIT PAYMENT ERROR	General Fund	5,020.00
Total for Payment No.:						5,020.00

Payment No: 647755

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	MAEKIN HEALY	00483941	23834NOV2020	S-212 WILDLAND IN-SERVICE TRAI	General Fund	400.00
Total for Payment No.:						400.00

Payment No: 647756

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	MAURICE WYNN	00484423	34943NOV2020	REIMB FY 20-21 SAFETY GEAR	General Fund	136.24
				Total for Payment No.:		136.24

Payment No: 647757

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	NGUYEN CAM	00483869	24858NOV2020	2020 BOOT RMBRSMNT UNIT 4	General Fund	200.00
				Total for Payment No.:		200.00

Payment No: 647758

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	RICK A GRIFFITH	00484536	35086NOV2020A	D1 CERTIFICATION	Electric Utility	198.00
				Total for Payment No.:		198.00

Payment No: 647759

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	RYAN THOMAS DESCHAMPS	00483939	29114NOV2020	INSTRUCTOR 1 IN-SERVICE TRAINI	General Fund	395.00
				Total for Payment No.:		395.00

Payment No: 647760

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	SANTA CLARA CO CLERK-RECORDER	00484556	2432DEC2020B	RECORDING FEE FOR AMY LEE	Housing Successor	20.00
				Total for Payment No.:		20.00

Payment No: 647761

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	LAS FLAMAS RESTAURANT	00484658	35964DEC2020	Small Business Assistance Gran	Other City Dept Op Grant Fund	5,000.00
				Total for Payment No.:		5,000.00

Payment No: 647762

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	OMEE J FUSION SUSHI BAR &	00484661	35950DEC2020	Small Business Assistance Gran	Other City Dept Op Grant Fund	5,000.00
				Total for Payment No.:		5,000.00

Payment No: 647763

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	SANTA CLARA BEAUTY COLLEGE	00484664	35968DEC2020	Small Business Assistance Gran	Other City Dept Op Grant Fund	10,000.00
				Total for Payment No.:		10,000.00

Payment No: 647764

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	STEVENS CREEK SURPLUS	00484668	9332DEC2020	Small Business Assistance Gran	Other City Dept Op Grant Fund	10,000.00
				Total for Payment No.:		10,000.00

Payment No: 647765

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	TEA & CREAM CORP	00484663	35969DEC2020	Small Business Assistance Gran	Other City Dept Op Grant Fund	5,000.00
				Total for Payment No.:		5,000.00

Payment No: 647766

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	CA FRANCHISE TAX BOARD	00484586	11/29/20-12/12/20CB	WAGE ATTACHMENT B2026	Payroll Liability&ClearingAcct	150.00
				Total for Payment No.:		150.00

Payment No: 647767

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	CAL PERS LONG TERM CARE PROGRAM	00484584	13684368	BIWEEKLY PR CALPERS LT B2026	Payroll Liability&ClearingAcct	230.13
				Total for Payment No.:		230.13

Payment No: 647768

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	U.S. BANK	00484585	11/29/20-12/12/20	BIWKLY PAYROLL DED PARS B2026	Fringe Benefits	9,506.34
				Total for Payment No.:		9,506.34

Payment No: 647769

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	US TREASURY	00484587	11/29/20-12/12/20JO	WAGE ATTACHMENT B2026	Payroll Liability&ClearingAcct	50.00
				Total for Payment No.:		50.00

Payment No: 647770

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	SANTA CLARA CO VECTOR CONTROL	00484511	9857DEC2020	MOSQUITO/VECTOR CONTROL ASSESS	General Fund	1,446.31
				Total for Payment No.:		1,446.31

Payment No: 647771

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	AIR COOLED ENGINES	00483732	84002	PARTS- V#3127	Fleet Operation Fund	197.12
12/18/2020	AIR COOLED ENGINES	00483733	84023	PARTS- V#3271	Fleet Operation Fund	69.12
				Total for Payment No.:		266.24

Payment No: 647772

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
--------------	-------------	-------------	-------------	-------------	-----------	-------------

12/18/2020	ALLIED AUTO STORES	00483734	379859B	PARTS- STOCK	Fleet Operation Fund	308.54
12/18/2020	ALLIED AUTO STORES	00483734	379859B	PARTS- V#3271	Fleet Operation Fund	18.19
				Total for Payment No.:		326.73

Payment No: 647773

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	ALLIED UNIVERSAL SECURITY	00484546	10712614	FY 2020-21 SECURITY SERVICES F	Convention Cnt Maintenance Dis	12,896.61
				Total for Payment No.:		12,896.61

Payment No: 647774

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	AMERICAN TEXTILE & SUPPLY INC	00484601	108493	RAGS, TERI-CLOTH, STRAIGHT CUT	Electric Utility	1,412.64
12/18/2020	AMERICAN TEXTILE & SUPPLY INC	00484606	108433	EXAM GLOVES,XL, POWDERLESS, MI	Water Utility	5,210.20
				Total for Payment No.:		6,622.84

Payment No: 647775

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	ANIMAL DAMAGE MANAGEMENT	00483401	3579C	PEST CONTROL- NOV 2020	General Fund	895.00
				Total for Payment No.:		895.00

Payment No: 647776

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	ARAMARK UNIFORM SERVICES	00483362	761072283	CLEANING SVC/SHOP TOWELS DVR	Electric Utility	407.10
				Total for Payment No.:		407.10

Payment No: 647777

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	AT&T	00483762	1173366090	T1.5 MBPS SVC 19NOV20-18DEC20	Electric Utility	540.86

Total for Payment No.: 540.86

Payment No: 647778

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	AT&T CALNET	00483463	000015654982	BAN: 9391015175 10/25-11/24/20	Electric Utility	8,401.59
Total for Payment No.:						8,401.59

Payment No: 647779

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	AT&T CALNET	00483464	000015655102	BN9391023721 10/25/20-11/24/20	Electric Utility	873.68
Total for Payment No.:						873.68

Payment No: 647780

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	AT&T CALNET	00484467	000015499153	Circuit 9391023685	Information Technology Service	33.52
12/18/2020	AT&T CALNET	00484468	000015499195	Circuit 9391023687	Information Technology Service	66.19
12/18/2020	AT&T CALNET	00484469	000015520863	Engr 9391023694	Information Technology Service	22.28
12/18/2020	AT&T CALNET	00484470	000015512054	Comm 9391023695	Information Technology Service	5,616.36
12/18/2020	AT&T CALNET	00484471	000015512906	Gen 9391054149	Information Technology Service	55.85
12/18/2020	AT&T CALNET	00484472	000015512041	BM9391023697	Information Technology Service	217.42
12/18/2020	AT&T CALNET	00484473	000015512072	CA 9391023698	Information Technology Service	41.22
12/18/2020	AT&T CALNET	00484474	000015512048	CC 9391023699	Information Technology Service	63.48
12/18/2020	AT&T CALNET	00484475	000015512058	CM 9391023700	Information Technology Service	20.61
12/18/2020	AT&T CALNET	00484476	000015512044	FIN 9391023701	Information Technology Service	315.31

12/18/2020	AT&T CALNET	00484477	000015512047	PLAN 9391023702	Information Technology Service	238.28
12/18/2020	AT&T CALNET	00484477	000015512047	Berryessa260-1826 Alarm line	General Fund	63.48
12/18/2020	AT&T CALNET	00484478	000015512052	LIB9391023703	Information Technology Service	217.66
12/18/2020	AT&T CALNET	00484479	000015512069	AUTO 9391023704	Information Technology Service	63.48
12/18/2020	AT&T CALNET	00484480	000015512063	ENGR 9391023705	Information Technology Service	130.88
12/18/2020	AT&T CALNET	00484481	000015512060	HR 9391023706	Information Technology Service	22.36
12/18/2020	AT&T CALNET	00484482	000015512053	CEM 9391023707	Cemetery	65.14
12/18/2020	AT&T CALNET	00484483	000015512042	PR 9391023708	Information Technology Service	814.64
12/18/2020	AT&T CALNET	00484484	000015512051	SR CTR 9391023709	Information Technology Service	85.74
12/18/2020	AT&T CALNET	00484485	000015512057	CRC 9391023710	Information Technology Service	44.52
12/18/2020	AT&T CALNET	00484486	000015512046	PD9391023711	Information Technology Service	3,866.54
12/18/2020	AT&T CALNET	00484486	000015512046	PD246-8216/984-5278	General Fund	72.21
12/18/2020	AT&T CALNET	00484487	000015512067	PURCH 9391023712	Information Technology Service	44.52
12/18/2020	AT&T CALNET	00484488	000015512050	ST 9391023713	Information Technology Service	244.97
12/18/2020	AT&T CALNET	00484488	000015512050	Conv. Ctr986-1335 security boo	Convention Cnt Maintenance Dis	30.62
12/18/2020	AT&T CALNET	00484488	000015512050	auto dialer970-8644	Solid Waste Utility-Constructi	30.62
12/18/2020	AT&T CALNET	00484489	000015512045	FD 9391023714	Information Technology Service	835.61
12/18/2020	AT&T CALNET	00484490	000015512043	IT 9391023715	Information Technology Service	432.56
12/18/2020	AT&T CALNET	00484490	000015512043	Water	Water Utility	50.00
12/18/2020	AT&T CALNET	00484491	000015512055	IT (615 & 261 #s) 9391023716	Information Technology Service	457.54
12/18/2020	AT&T CALNET	00484491	000015512055	Water	Water Utility	184.11
12/18/2020	AT&T CALNET	00484491	000015512055	Sewer	Sewer Utility	184.11

12/18/2020	AT&T CALNET	00484492	000015512040	ENGR 9391023717	General Fund	333.90
12/18/2020	AT&T CALNET	00484493	000015512061	LIB 9391023718	General Fund	255.04
12/18/2020	AT&T CALNET	00484494	000015512049	PARKS 9391023719	General Fund	224.20
12/18/2020	AT&T CALNET	00484495	000015512056	PD 9391023720	General Fund	44.55
12/18/2020	AT&T CALNET	00484496	000015512066	TAS GAR9391023724	General Fund	690.06
12/18/2020	AT&T CALNET	00484497	000015512037	COMM SRVS9391048040	General Fund	22.26
12/18/2020	AT&T CALNET	00484498	000015512907	CRC 9391054153	Information Technology Service	16.81
12/18/2020	AT&T CALNET	00484499	000015513394	Morse Mansion9391064468	General Fund	83.82
12/18/2020	AT&T CALNET	00484500	000015513420	Police-Alarms9391065446	Information Technology Service	42.88
12/18/2020	AT&T CALNET	00484501	000015468546	Conference 9391060106	Other City Dept Op Grant Fund	222.40
				Total for Payment No.:		16,567.75

Payment No: 647782

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	AXON ENTERPRISE, INC.	00483477	SI-1690878A	Annual Axon Year 4 20-21	General Fund	186,392.61
12/18/2020	AXON ENTERPRISE, INC.	00483477	SI-1690878A	Annual Axon Year 4 20-21	General Fund	900.00
				Total for Payment No.:		187,292.61

Payment No: 647783

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	BATEMAN SENIOR MEALS	00484435	INV4650003511	BATEMAN MEALS FY 20-21	Park and Rec Opr GrantTst Fund	3,944.00
12/18/2020	BATEMAN SENIOR MEALS	00484437	INV4650003558	BATEMAN MEALS FY 20-21	Park and Rec Opr GrantTst Fund	2,404.48
				Total for Payment No.:		6,348.48

Payment No: 647784

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
--------------	-------------	-------------	-------------	-------------	-----------	-------------

12/18/2020	BAY AREA TREE SPECIALISTS	00483404	66516	EMRGNCY CALL- 1219 WHITE DR	General Fund	255.00
12/18/2020	BAY AREA TREE SPECIALISTS	00483405	66517	EMRGNCY CALL- 672 LOS PADRES	General Fund	2,932.50
12/18/2020	BAY AREA TREE SPECIALISTS	00483406	66518	EMRGNCY CALL- 1435 LAS PALMAS	General Fund	3,655.00
12/18/2020	BAY AREA TREE SPECIALISTS	00483414	66519	EMRGNCY CALL- 951 CIRCLE DR	General Fund	255.00
12/18/2020	BAY AREA TREE SPECIALISTS	00483416	66520	PRUNING- 1700 WALSH AVE	General Fund	3,760.00
12/18/2020	BAY AREA TREE SPECIALISTS	00483419	66521	REMOVL- 389 DRAKE CT	General Fund	2,600.00
12/18/2020	BAY AREA TREE SPECIALISTS	00483420	66522	EMRGNCY CALL- 1426 LAS PALMAS	General Fund	2,592.50
				Total for Payment No.:		16,050.00

Payment No: 647785

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	BELLECCI & ASSOCIATES INC	00484515	20052-A rev 0	DESIGN PROFESSIONAL SERVICES F	Streets And Highways	20,010.50
				Total for Payment No.:		20,010.50

Payment No: 647786

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	BRIGHTVIEW LANDSCAPE SERVICES, INC.	00484549	7130794	ADDITIONAL SERVICE - CONTINGEN	Convention Cnt Maintenance Dis	1,696.01
12/18/2020	BRIGHTVIEW LANDSCAPE SERVICES, INC.	00484552	7115528	FY 2020-21 LANDSCAPING SERVICE	Convention Cnt Maintenance Dis	14,989.00
				Total for Payment No.:		16,685.01

Payment No: 647787

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	CAR KEYS EXPRESS	00483736	CKE-1437965	PARTS- V#3570 WO#128005	Vehicle Replacement Fund	129.80
12/18/2020	CAR KEYS EXPRESS	00483736	CKE-1437965	PARTS- V#3156 WO#129014	Fleet Operation Fund	249.70
12/18/2020	CAR KEYS EXPRESS	00483739	CKE-1437996	PARTS- V#3156 WO#129014	Fleet Operation Fund	89.90
				Total for Payment No.:		469.40

Payment No: 647788

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	CIVITAS ADVISORS	00484513	56419	Assist the City in completing	Deposit Funds.	3,300.00
				Total for Payment No.:		3,300.00

Payment No: 647789

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	CLEARBLU ENVIROMENTAL	00483741	24212	PARTS- SHOP WASH RACK NOV 20	Fleet Operation Fund	300.83
12/18/2020	CLEARBLU ENVIROMENTAL	00483741	24212	LABOR- SHOP WASH RACK NOV 20	Fleet Operation Fund	795.00
				Total for Payment No.:		1,095.83

Payment No: 647790

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	CONSOLIDATED PARTS INC	00483927	5064173	CH HVAC	General Fund	52.32
				Total for Payment No.:		52.32

Payment No: 647791

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	CRESCO EQUIPMENT RENTALS	00484512	5216713-0004	EQUIPMENT RENTAL	Electric Utility	1,308.00
12/18/2020	CRESCO EQUIPMENT RENTALS	00484512	5216713-0004	NON-TAXABLE	Electric Utility	184.00
				Total for Payment No.:		1,492.00

Payment No: 647792

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	CSG CONSULTANTS INC	00484518	31410	DESIGN SERVICES FOR PAVEMENT M	Streets And Highways	49,520.00
				Total for Payment No.:		49,520.00

Payment No: 647793

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	D&M TRAFFIC SERVICES	00483737	75009	PAPER SIGNS	General Fund	79.13
12/18/2020	D&M TRAFFIC SERVICES	00483738	74998	PAPER SIGNS	General Fund	22.89
12/18/2020	D&M TRAFFIC SERVICES	00483907	73498	48" ROLL UP SIGNS	Electric Utility	488.87
12/18/2020	D&M TRAFFIC SERVICES	00483907	73498	STENCIL CHARGE	Electric Utility	30.00
12/18/2020	D&M TRAFFIC SERVICES	00483911	73500	SVP STENCILED CONES	Electric Utility	814.78
12/18/2020	D&M TRAFFIC SERVICES	00483911	73500	STENCIL & DELIVERY	Electric Utility	95.00
12/18/2020	D&M TRAFFIC SERVICES	00483913	73781	2 PERSON TRAFFIC CONTROL	Electric Utility	1,470.00
12/18/2020	D&M TRAFFIC SERVICES	00483914	74513	MARKING PAINT	Water Utility	398.67
12/18/2020	D&M TRAFFIC SERVICES	00483915	74514	MARKING PAINT	Electric Utility	521.27
				Total for Payment No.:		3,920.61

Payment No: 647794

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	DANA SAFETY SUPPLY, INC	00484429	676746	POLICE VEHICLE UPFITTING PARTS	Vehicle Replacement Fund	29,054.63
12/18/2020	DANA SAFETY SUPPLY, INC	00484429	676746	POLICE VEHICLE UPFITTING PARTS	General Fund	358.37
				Total for Payment No.:		29,413.00

Payment No: 647795

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	DELL MARKETING LP	00484503	10438749410	DELL LATITUDE 5410 TAXABLE POR	Electric Utility	1,075.51
12/18/2020	DELL MARKETING LP	00484503	10438749410	DELL LATITUDE 5410 NON TAXABLE	Electric Utility	109.29
12/18/2020	DELL MARKETING LP	00484503	10438749410	ENVIRONMENTAL FEE	Electric Utility	4.00
12/18/2020	DELL MARKETING LP	00484504	10443718504	DELL LATITUDE 5410 TAXABLE POR	Electric Utility	1,075.37
12/18/2020	DELL MARKETING LP	00484504	10443718504	DELL LATITUDE 5410 TAXABLE POR	Electric Utility Construction	1,075.36
12/18/2020	DELL MARKETING LP	00484504	10443718504	DELL LATITUDE 5410 NON TAXABLE	Electric Utility	109.29

12/18/2020	DELL MARKETING LP	00484504	10443718504	DELL LATITUDE 5410 NON TAXABLE	Electric Utility Construction	109.29
12/18/2020	DELL MARKETING LP	00484504	10443718504	ENVIRONMENTAL FEE	Electric Utility	4.00
12/18/2020	DELL MARKETING LP	00484504	10443718504	ENVIRONMENTAL FEE	Electric Utility Construction	4.00
12/18/2020	DELL MARKETING LP	00484505	10436155027	OPTIPLEX 7080 MICRO TAXABLE PO	Electric Utility	2,407.06
12/18/2020	DELL MARKETING LP	00484505	10436155027	OPTIPLEX 7080 MICRO NON TAXABL	Electric Utility	146.70
12/18/2020	DELL MARKETING LP	00484507	10438749401	DELL LATITUDE 5410 TAXABLE POR	Electric Utility	7,528.60
12/18/2020	DELL MARKETING LP	00484507	10438749401	DELL LATITUDE 5410 NON TAXABLE	Electric Utility	765.03
12/18/2020	DELL MARKETING LP	00484507	10438749401	ENVIRONMENTAL FEE	Electric Utility	28.00
				Total for Payment No.:		14,441.50

Payment No: 647796

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	DIG SAFE BOARD	00483862	128485DIG20	2020 USA DIG - SEWER 14%	Sewer Utility	872.52
12/18/2020	DIG SAFE BOARD	00483862	128485DIG20	2020 USA DIG - WATER 14%	Water Utility	872.52
12/18/2020	DIG SAFE BOARD	00483862	128485DIG20	2020 USA DIG - SVP 43%	Electric Utility	2,679.89
12/18/2020	DIG SAFE BOARD	00483862	128485DIG20	2020 USA DIG - STREET 29%	General Fund	1,807.36
				Total for Payment No.:		6,232.29

Payment No: 647797

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	FAST UNDERCAR SANTA CLARA	00483746	175313	PARTS- V#3271	Fleet Operation Fund	126.45
12/18/2020	FAST UNDERCAR SANTA CLARA	00483747	175535	PARTS- V#2962	Fleet Operation Fund	98.39
12/18/2020	FAST UNDERCAR SANTA CLARA	00483749	175587	PARTS- V#3059	Fleet Operation Fund	184.53
12/18/2020	FAST UNDERCAR SANTA CLARA	00483749	175587	CA BATTERY FEE- NONTXB	Fleet Operation Fund	1.09
12/18/2020	FAST UNDERCAR SANTA CLARA	00483750	176401	PARTS- V#3307	Fleet Operation Fund	189.20
12/18/2020	FAST UNDERCAR SANTA CLARA	00483750	176401	CA BATTERY FEE- NONTXB	Fleet Operation Fund	1.09

12/18/2020	FAST UNDERCAR SANTA CLARA	00483751	177102	PARTS- V#2960	Fleet Operation Fund	103.67
12/18/2020	FAST UNDERCAR SANTA CLARA	00483752	177103	PARTS- V#2960	Fleet Operation Fund	53.25
12/18/2020	FAST UNDERCAR SANTA CLARA	00483753	177289	PARTS- V#3202	Fleet Operation Fund	295.54
12/18/2020	FAST UNDERCAR SANTA CLARA	00483754	177995	PARTS- V#3475	Fleet Operation Fund	140.37
12/18/2020	FAST UNDERCAR SANTA CLARA	00483755	178058	PARTS- V#2834	Fleet Operation Fund	426.30
12/18/2020	FAST UNDERCAR SANTA CLARA	00483756	178327	PARTS- STOCK	Fleet Operation Fund	888.24
12/18/2020	FAST UNDERCAR SANTA CLARA	00483757	179961	PARTS-V#3262	Fleet Operation Fund	118.45
12/18/2020	FAST UNDERCAR SANTA CLARA	00483758	180483	PARTS-V#2958	Fleet Operation Fund	143.29
				Total for Payment No.:		2,769.86

Payment No: 647798

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	FEDERAL EXPRESS	00482032	7-152-54844	MISC. SHIPPING DVR	Electric Utility	42.14
12/18/2020	FEDERAL EXPRESS	00483365	7-174-76667	MISC. SHIPPING DVR	Electric Utility	11.18
12/18/2020	FEDERAL EXPRESS	00483366	7-180-88639	MISC. SHIPPING DVR	Electric Utility	40.62
12/18/2020	FEDERAL EXPRESS	00483763	7-188-19082	MISC. ENG PST PROJ SHIPPING	Electric Utility Construction	7.12
				Total for Payment No.:		101.06

Payment No: 647799

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	FEDEX FREIGHT INC	00483367	771940997718	MISC SHIPPING DVR SULZER	Electric Utility	318.90
				Total for Payment No.:		318.90

Payment No: 647800

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	FIRST ALARM SECURITY & PATROL,	00484438	10559102	SECURITY SERVICES (1 YEAR, \$91	General Fund	910.00
				Total for Payment No.:		910.00

Payment No: 647801

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	FLAGTIME, USA	00483919	1458	USA & CUSTOM OUTDOOR FLAGS	General Fund	2,227.90
12/18/2020	FLAGTIME, USA	00483920	1486	USA & POW MIA FLAGS	General Fund	199.84
				Total for Payment No.:		2,427.74

Payment No: 647802

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	FLEET BODYWORX INC	00483759	41522	PARTS-V#3146 WO#128923	Fleet Operation Fund	135.20
12/18/2020	FLEET BODYWORX INC	00483759	41522	LABOR- V#3146 WO#128923	Fleet Operation Fund	737.10
				Total for Payment No.:		872.30

Payment No: 647803

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	FLEETPRIDE, INC.	00483760	57048167	PARTS-V#1990	Fleet Operation Fund	188.22
				Total for Payment No.:		188.22

Payment No: 647804

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	GAMETIME	00483921	PJI-0150128	MINI POD TOAD STOOL	General Fund	300.76
				Total for Payment No.:		300.76

Payment No: 647805

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	GEOSYNTEC CONSULTANTS, INC	00483426	411073	SC ALTERNATIVE COMPLIANCE	Storm Drain	5,847.62
				Total for Payment No.:		5,847.62

Payment No: 647806

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	GLOBAL RENTAL CO	00483368	3566687	RENT FREIGHTLINER M2-106 DEC20	Electric Utility	3,815.00
				Total for Payment No.:		3,815.00

Payment No: 647807

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	GOLDEN GATE TRUCK CENTER	00483779	FA005023184:01	PARTS- V#2892	Fleet Operation Fund	172.18
12/18/2020	GOLDEN GATE TRUCK CENTER	00483780	FA005023271:01	PARTS- V#2823	Fleet Operation Fund	247.56
				Total for Payment No.:		419.74

Payment No: 647808

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	GRAYBAR ELECTRIC	00482071	9318559944	SPLICE CASSETTE 24F SM	Electric Utility Construction	631.16
				Total for Payment No.:		631.16

Payment No: 647809

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	HI-LINE UTILITY SUPPLY	00481816	10171754	CONDUCTOR GRIP W/ ADAPTER	Electric Utility	517.49
12/18/2020	HI-LINE UTILITY SUPPLY	00483769	10173148	PARALLEL GROOVE CLAMP TOOL	Electric Utility	463.98
				Total for Payment No.:		981.47

Payment No: 647810

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	HOME DEPOT USA	00481819	578858565	SCOTT MULTIFOLD TOWEL 1PLY	Electric Utility	57.81
12/18/2020	HOME DEPOT USA	00481819	578858565	KITCHEN TWL WHITE	Electric Utility	53.52
12/18/2020	HOME DEPOT USA	00483740	585875958	RENOWN LNER 40.48	General Fund	2,077.15
12/18/2020	HOME DEPOT USA	00483904	585342579	JANITORIAL SUPPLIES	General Fund	307.36
12/18/2020	HOME DEPOT USA	00483905	585342587	JANIRORIAL SUPPLIES	General Fund	209.30

12/18/2020	HOME DEPOT USA	00483993	457021012	TORK PREM CLOTH WIPER	General Fund	-350.28
12/18/2020	HOME DEPOT USA	00483997	478465933	APPEAL SS POLISH	General Fund	-226.48
12/18/2020	HOME DEPOT USA	00483998	489517599	TORK PREM CLOTH WIPER	General Fund	-59.05
12/18/2020	HOME DEPOT USA	00483999	503916561	DISPOSABLE URINAL FLOOR MAT	General Fund	-85.35
12/18/2020	HOME DEPOT USA	00484000	573626942	RYOBI 18V ONE PLUS 1G SPRAY	Other City Dept Op Grant Fund	-420.85
12/18/2020	HOME DEPOT USA	00484001	575429360	DISPOSABLE URINAL FLOOR MAT	General Fund	170.30
12/18/2020	HOME DEPOT USA	00484002	578790628	TOILET MOP	General Fund	8.07
12/18/2020	HOME DEPOT USA	00484005	587096579	DURA TWIST DUST MOP	General Fund	348.61
				Total for Payment No.:		2,090.11

Payment No: 647811

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	HYDROSCIENCE ENGINEERS INC	00484594	316002016	AS-NEEDED SERVICES	Water Utility Construction	6,315.00
				Total for Payment No.:		6,315.00

Payment No: 647812

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	ICE DATA PRICING & REFERENCE DATA, LLC	00483461	354089938617PRD	SUBSCRIPT FEE THRU SEPT 2020	General Fund	123.50
				Total for Payment No.:		123.50

Payment No: 647813

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	INDUSTRIAL SCIENTIFIC CORP	00483821	2375332	2020 NOV MANDATED SAFETY INET	Sewer Utility	650.86
				Total for Payment No.:		650.86

Payment No: 647814

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
--------------	-------------	-------------	-------------	-------------	-----------	-------------

12/18/2020	INFORMER SYSTEMS, LLC	00483479	5569	Annual Schedule Express 20-21	General Fund	5,040.00
Total for Payment No.:						5,040.00

Payment No: 647815

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	INTELLIGENT TECHNOLOGIES & SVC	00483764	87018	DVR DISARM/REARM FIRE ALARM/PA	Electric Utility	514.00
12/18/2020	INTELLIGENT TECHNOLOGIES & SVC	00483765	87019	REPLACE GAS DETECTOR&RECALIBRA	Electric Utility	5,084.00
Total for Payment No.:						5,598.00

Payment No: 647816

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	JOYFUL MELODIES CORP	00484521	241125 4186	Contractor Payment FY 20/21	General Fund	660.00
Total for Payment No.:						660.00

Payment No: 647817

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	KALLCENTS	00483478	E42516113020	Monthly Q Card	General Fund	20.65
Total for Payment No.:						20.65

Payment No: 647818

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	KELLY-MOORE PAINT CO	00484007	817-00000414655	ZIN COVER STAIN	General Fund	36.94
Total for Payment No.:						36.94

Payment No: 647819

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	KM & D MACHINE INC	00483795	41574	LABOR-V#2834 WO#128913	Fleet Operation Fund	360.00
12/18/2020	KM & D MACHINE INC	00483795	41574	PARTS-V#2834 WO#128913	Fleet Operation Fund	152.60

Total for Payment No.: 512.60

Payment No: 647820

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	LC ACTION POLICE SUPPLY	00483796	418330	PARTS-V#3549	Vehicle Replacement Fund	65.28
12/18/2020	LC ACTION POLICE SUPPLY	00483796	418330	PARTS- V#3550	Police Operating Grant Fund	65.28
12/18/2020	LC ACTION POLICE SUPPLY	00483796	418330	PARTS-V#3551	Police Operating Grant Fund	65.28
Total for Payment No.:						195.84

Payment No: 647821

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	LEXIPOL LLC	00484443	INV9012	LEXIPOL POLICY SUBSCRIPTION SE	General Fund	3,500.00
Total for Payment No.:						3,500.00

Payment No: 647822

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	LIVE OAK ASSOCIATES, INC	00483428	2505-012011	TASK 2 SMHM MONITORING	Storm Drain	1,729.11
Total for Payment No.:						1,729.11

Payment No: 647823

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	LPS TACTICAL&PERSONAL SECURITY	00483449	9184A	VEST - John Pate	General Fund	850.00
Total for Payment No.:						850.00

Payment No: 647824

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	LUPE LIMA	00484418	35140	CASE#20-1111127 2009 AUDI	General Fund	1,345.50

Total for Payment No.: 1,345.50

Payment No: 647825

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	MARK THOMAS & CO INC	00484516	37313	AGREEMENT FOR DESIGN SERVICES	Streets And Highways	7,867.61
12/18/2020	MARK THOMAS & CO INC	00484516	37313	CHANGE ORDER PER AMENDMENT NO.	Streets And Highways	5,321.54
12/18/2020	MARK THOMAS & CO INC	00484517	37988	CHANGE ORDER PER AMENDMENT NO.	Streets And Highways	19,104.01
Total for Payment No.:						32,293.16

Payment No: 647826

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	MCMASTER-CARR SUPPLY CO	00484008	48829324	ROUTING EYEBOLT FOR WOOD	General Fund	13.38
Total for Payment No.:						13.38

Payment No: 647827

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	MEMLOGIC CORPORATION	00484506	1355	ITEM: FL SFP GT-ML MEMLOGIC CO	Electric Utility Construction	2,595.62
12/18/2020	MEMLOGIC CORPORATION	00484506	1355	ITEM: FL SFP FX-ML MEMLOGIC CO	Electric Utility Construction	5,719.15
12/18/2020	MEMLOGIC CORPORATION	00484506	1355	ITEM: FL SFP SX-ML MEMLOGIC CO	Electric Utility Construction	1,187.83
Total for Payment No.:						9,502.60

Payment No: 647828

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	MISSION VALLEY FORD TRUCK	00483802	751296	PARTS-V#STAD001	Fleet Operation Fund	305.92
Total for Payment No.:						305.92

Payment No: 647829

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	MONTROSE AIR QUALITY SERVICES,	00482056	INV1257979	GIA TEST SEP20 - TEST REPORT	Electric Utility	726.00
				Total for Payment No.:		726.00

Payment No: 647830

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	MOORE IACOFANO GOLTSMAN, INC	00484519	0063484	AGREEMENT FOR AN AMERICANS WIT	Public Buildings	13,390.25
				Total for Payment No.:		13,390.25

Payment No: 647831

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	MUNICIPAL MAINTENANCE EQUIPMNT	00483803	0154253-IN	PARTS-V#3256	Fleet Operation Fund	706.78
12/18/2020	MUNICIPAL MAINTENANCE EQUIPMNT	00483804	0154257-IN	PARTS-V#3256	Fleet Operation Fund	706.78
12/18/2020	MUNICIPAL MAINTENANCE EQUIPMNT	00483805	0154352-IN	PARTS-V#3119	Fleet Operation Fund	57.42
12/18/2020	MUNICIPAL MAINTENANCE EQUIPMNT	00483806	0154754-IN	PARTS-V#3028	Fleet Operation Fund	458.16
				Total for Payment No.:		1,929.14

Payment No: 647832

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	NAPA AUTO PARTS	00483830	5983-606249	PARTS-STOCK	Fleet Operation Fund	120.19
12/18/2020	NAPA AUTO PARTS	00483831	5983-609835	PARTS- V#3047	Fleet Operation Fund	6.91
12/18/2020	NAPA AUTO PARTS	00483832	5983-609949	PARTS-STOCK	Fleet Operation Fund	101.81
12/18/2020	NAPA AUTO PARTS	00483833	5983-610207	PARTS-D7721	Fleet Operation Fund	52.53
12/18/2020	NAPA AUTO PARTS	00483835	5983-610297	PARTS-V#1903	Fleet Operation Fund	19.43
12/18/2020	NAPA AUTO PARTS	00483836	5983-610308	PARTS-V#3057	Fleet Operation Fund	13.59
12/18/2020	NAPA AUTO PARTS	00483837	5983-610943	PARTS-V#2960	Fleet Operation Fund	17.28
12/18/2020	NAPA AUTO PARTS	00483839	5983-611119	PARTS-V#3474	Fleet Operation Fund	25.94
12/18/2020	NAPA AUTO PARTS	00483840	5983-611298	PARTS-V#2963	Fleet Operation Fund	94.07

12/18/2020	NAPA AUTO PARTS	00483841	5983-611843	PARTS-V#STAD001	Fleet Operation Fund	15.23
12/18/2020	NAPA AUTO PARTS	00483843	5983-612253	PARTS-STOCK	Fleet Operation Fund	47.87
12/18/2020	NAPA AUTO PARTS	00483844	5983-612387	PARTS-V#2738	Fleet Operation Fund	34.40
12/18/2020	NAPA AUTO PARTS	00483846	5983-612484	PARTS-V#2738	Fleet Operation Fund	8.53
12/18/2020	NAPA AUTO PARTS	00483846	5983-612484	PARTS-STOCK	Fleet Operation Fund	32.57
12/18/2020	NAPA AUTO PARTS	00483848	5983-612665	PARTS-V#3183	Fleet Operation Fund	6.50
12/18/2020	NAPA AUTO PARTS	00483849	5983-613711	PARTS-V#3365	Fleet Operation Fund	31.93
12/18/2020	NAPA AUTO PARTS	00483851	5983-613731	PARTS-V#2958	Fleet Operation Fund	16.81
				Total for Payment No.:		645.59

Payment No: 647833

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	NOR-CAL MOVING SERVICES	00484353	J0207372	SVP MOVE CITY HALL 2 881 11/10	Electric Utility	50.69
12/18/2020	NOR-CAL MOVING SERVICES	00484353	J0207372	SVP MOVE CITY HALL 2 881 11/10	Electric Utility	724.68
				Total for Payment No.:		775.37

Payment No: 647834

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	NORCAL KENWORTH BAY AREA	00483807	Y31563	LABOR-V#3121 WO#128920	Fleet Operation Fund	380.00
12/18/2020	NORCAL KENWORTH BAY AREA	00483807	Y31563	PARTS-V#3121 WO#128920	Fleet Operation Fund	392.41
				Total for Payment No.:		772.41

Payment No: 647835

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	OCLC INC	00483872	1000086877	CATALOG & METADATA	General Fund	2,788.04
				Total for Payment No.:		2,788.04

Payment No: 647836

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
--------------	-------------	-------------	-------------	-------------	-----------	-------------

12/18/2020	OIL CHANGER	00483808	OCT.20 CAR WASHES	OCT 20 CAR WASHES	Fleet Operation Fund	780.00
				Total for Payment No.:		780.00

Payment No: 647837

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	ORLAND UNIT WATER USERS ASSN.	00484132	2031DEC2020	STONY CRK HYDRO EXPENSES NOV20	Electric Utility	15,839.02
12/18/2020	ORLAND UNIT WATER USERS ASSN.	00484132	2031DEC2020	STONY CRK HYDRO EXPENSES NOV20	Electric Utility	3,758.79
12/18/2020	ORLAND UNIT WATER USERS ASSN.	00484132	2031DEC2020	STONY CRK HYDRO EXPENSES NOV20	Electric Utility	31.59
12/18/2020	ORLAND UNIT WATER USERS ASSN.	00484132	2031DEC2020	STONY CRK HYDRO EXPENSES NOV20	Electric Utility	31.59
12/18/2020	ORLAND UNIT WATER USERS ASSN.	00484132	2031DEC2020	STONY CRK HYDRO EXPENSES NOV20	Electric Utility	7,120.66
12/18/2020	ORLAND UNIT WATER USERS ASSN.	00484132	2031DEC2020	STONY CRK HYDRO EXPENSES NOV20	Electric Utility	31.58
				Total for Payment No.:		26,813.23

Payment No: 647838

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	PACIFIC COAST PETROLEUM INC.	00483809	969784	OIL- STOCK	Fleet Operation Fund	4,426.49
				Total for Payment No.:		4,426.49

Payment No: 647839

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	PACIFIC WATER ART INC	00484541	65118	FY 2020-21 FOUNTAIN MAINTENANC	Convention Cnt Maintenance Dis	1,280.00
				Total for Payment No.:		1,280.00

Payment No: 647840

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	PETERSON TRACTOR CO	00483810	PC001718243	PARTS-V#2834	Fleet Operation Fund	313.64
				Total for Payment No.:		313.64

Payment No: 647841

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	PG&E	00484133	0007964496-9	GRIZZLY PH O&M OCT20	Electric Utility	129,776.60
12/18/2020	PG&E	00484133	0007964496-9	GRIZZLY PH O&M OCT20 (TAXABLE)	Electric Utility	67,642.61
				Total for Payment No.:		197,419.21

Payment No: 647842

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	PG&E	00484134	0007964502-4	COP GRIZZLY OCT20	Electric Utility Construction	829,256.73
12/18/2020	PG&E	00484134	0007964502-4	COP GRIZZLY OCT20 (TAXABLE)	Electric Utility Construction	3,766.68
				Total for Payment No.:		833,023.41

Payment No: 647843

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	PG&E	00484135	0007964505-7	GRIZZLY PROJ O&M 15% COO OCT20	Electric Utility	29,094.35
				Total for Payment No.:		29,094.35

Payment No: 647844

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	POWER ASSN OF NO CALIFORNIA	00484331	0995	PANC GROUP SUB RENEWAL 2021	Electric Utility	350.00
				Total for Payment No.:		350.00

Payment No: 647845

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	QUALITY TECHNOLOGY SERVICES HOLDING, LLC	00483471	045675	CONDUIT LEASE DEC20	Electric Utility	1,090.00
12/18/2020	QUALITY TECHNOLOGY SERVICES HOLDING, LLC	00483471	045675	RACK: 2POST DEC20	Electric Utility	100.00
				Total for Payment No.:		1,190.00

Payment No: 647846

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	R & B CO	00483901	S1981438.002	MUELLER GATE VALVE	Water Utility	3,485.45
12/18/2020	R & B CO	00483902	S1981705.001	COAL TAR MASTIC	Water Utility	218.00
12/18/2020	R & B CO	00483906	S1981462.001	12" MUELLER GATE VALVE	Water Utility	7,013.25
12/18/2020	R & B CO	00484600	S1979605.003	ADAPTER, SJ, CU X MIP, 2IN. N	Water Utility	811.51
12/18/2020	R & B CO	00484600	S1979605.003	FLANGE, METER, BRASS, FIP, 2".	Water Utility	9,646.50
				Total for Payment No.:		21,174.71

Payment No: 647847

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	ROTO-ROOTER SERVICES COMPANY	00484006	19322377141	CLEAR MAIN SEWER PIPE	General Fund	620.00
				Total for Payment No.:		620.00

Payment No: 647848

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	ROYAL BRASS INC	00483811	940249-001	DISPENSER- SHOP USE	Fleet Operation Fund	68.47
12/18/2020	ROYAL BRASS INC	00483900	940502-001	ASSORTED PARTS	Water Utility	50.48
				Total for Payment No.:		118.95

Payment No: 647849

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	SAFETY-KLEEN SYSTEMS INC	00483812	84561079	SUBLET HAZ/MAT NOV 2020	Fleet Operation Fund	263.50
				Total for Payment No.:		263.50

Payment No: 647850

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	SAN JOSE BMW	00483813	4336756	PARTS- STOCK	Fleet Operation Fund	873.86

12/18/2020	SAN JOSE BMW	00483814	4337007	PARTS-V#3504	Fleet Operation Fund	923.56
				Total for Payment No.:		1,797.42

Payment No: 647851

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	SANTA CLARA LIGHTING, INC.	00483931	19909	TASMAN BALLAST	General Fund	283.18
				Total for Payment No.:		283.18

Payment No: 647852

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	SANTA CLARA MUFFLERS	00483815	82	LABOR- V#3228 WO#126680	Fleet Operation Fund	240.00
				Total for Payment No.:		240.00

Payment No: 647853

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	SANTA CLARA VALLEY TRANSP AUTH	00484531	1800029030	TRANSIT DEVELOP PARKNRIDE	Expendable Trust Funds	472.80
				Total for Payment No.:		472.80

Payment No: 647854

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	SCHAAF & WHEELER CONSULTING	00484422	33550	ADDITIONAL SERVICES.	Storm Drain	1,500.00
				Total for Payment No.:		1,500.00

Payment No: 647855

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	SEL ENGINEERING SERVICES, INC.	00483482	37354	ELECT NRS UPGRADE THRU AUG2020	Electric Utility Construction	2,437.50
12/18/2020	SEL ENGINEERING SERVICES, INC.	00483483	37355	HMI AND IS SUPPORT THRU AUG20	Electric Utility Construction	413.00

12/18/2020	SEL ENGINEERING SERVICES, INC.	00483484	38337	HMI AND IS SUPPORT THRU OCT20	Electric Utility Construction	196.00
Total for Payment No.:						3,046.50

Payment No: 647856

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	SHRED-IT USA LLC	00483369	8180922270	1705 ELEC. SHRED OCT2020	Electric Utility	173.77
12/18/2020	SHRED-IT USA LLC	00483369	8180922270	1705 ELEC. SHRED NOV2020	Electric Utility	174.80
12/18/2020	SHRED-IT USA LLC	00483370	8180922271	SHRED SVP DVR 11/19/2020	Electric Utility	150.92
12/18/2020	SHRED-IT USA LLC	00483767	8180911407	SHREDIT SVP 881MARTIN 11/4/20	Electric Utility	162.08
12/18/2020	SHRED-IT USA LLC	00483767	8180911407	SHREDIT SVP 881MARTIN 11/18/20	Electric Utility	162.08
Total for Payment No.:						823.65

Payment No: 647857

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	SHREDLOGIX INC	00484547	0009477	SHREDDING SERVICES FOR COMMUN	General Fund	180.00
Total for Payment No.:						180.00

Payment No: 647858

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	SIMPLEVIEW LLC	00484509	INV116952	SIMPLEVIEW IMPLEMENTATION FEE	Deposit Funds.	2,500.00
Total for Payment No.:						2,500.00

Payment No: 647859

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	SNAP-ON INDUSTRIAL	00483818	ARS/ 14594207	TOOL REPAIR- SHOP USE	Fleet Operation Fund	115.00
Total for Payment No.:						115.00

Payment No: 647860

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	STERICYCLE INC	00483448	3005333791	Streets	Solid Waste Program	64.48
12/18/2020	STERICYCLE INC	00483448	3005333791	PD	General Fund	430.78
				Total for Payment No.:		495.26

Payment No: 647861

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	STORAGE EXPRESS INC	00483473	68644	20-FT STORAGE CONTAINER RENTAL	Electric Utility	81.75
				Total for Payment No.:		81.75

Payment No: 647862

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	SUNNYVALE FORD	00483819	176106	PARTS-V#2961	Fleet Operation Fund	29.16
				Total for Payment No.:		29.16

Payment No: 647863

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	SWA SERVICES GROUP	00483932	21359	JANITORIAL NOV	General Fund	79,426.89
12/18/2020	SWA SERVICES GROUP	00483933	21360	JANITORIAL - 3025 RAYMOND	Electric Utility	1,279.44
				Total for Payment No.:		80,706.33

Payment No: 647864

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	SYSTEM OPERATIONS SUCCESS INTL	00483472	1125097	MANAGED TRAINING NOV20	Electric Utility	437.50
				Total for Payment No.:		437.50

Payment No: 647865

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
--------------	-------------	-------------	-------------	-------------	-----------	-------------

12/18/2020	T-MOBILE USA INC	00483689	9421092496	GPS Locate 20-524004	General Fund	765.00
Total for Payment No.:						765.00

Payment No: 647866

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	TEREX USA LLC	00483820	5003013425	PARTS-V#2892	Fleet Operation Fund	80.69
Total for Payment No.:						80.69

Payment No: 647867

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	THYSSENKRUPP ELEVATOR	00483935	3005638633	SCCC ELEVATOR DEC	Convention Cnt Maintenance Dis	354.70
Total for Payment No.:						354.70

Payment No: 647868

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	TRI-TECHNIC, INC	00484595	20203-002	FAIRVIEW SUBSTATION ADDITION	Electric Utility Construction	15,995.16
12/18/2020	TRI-TECHNIC, INC	00484595	20203-002	RETENTION	Electric Utility Construction	-799.76
Total for Payment No.:						15,195.40

Payment No: 647869

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	UNDERGROUND SERVICE ALERT OF	00483861	2020128485	2020 USA TICKETS - SEWER 14%	Sewer Utility	1,219.13
12/18/2020	UNDERGROUND SERVICE ALERT OF	00483861	2020128485	2020 USA TICKETS - WATER 14%	Water Utility	1,219.13
12/18/2020	UNDERGROUND SERVICE ALERT OF	00483861	2020128485	2020 USA TICKETS - SVP 43%	Electric Utility	3,744.45
12/18/2020	UNDERGROUND SERVICE ALERT OF	00483861	2020128485	2020 USA TICKETS - STREET 29%	General Fund	2,525.33
Total for Payment No.:						8,708.04

Payment No: 647870

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	UNITED PARCEL SERVICE	00484417	00009882E5470A	DELIVERY CHARGES	General Fund	15.50
12/18/2020	UNITED PARCEL SERVICE	00484417	00009882E5470A	DELIVERY CHARGES	Fleet Operation Fund	14.33
12/18/2020	UNITED PARCEL SERVICE	00484417	00009882E5470A	DELIVERY CHARGES	Water Utility	14.64
12/18/2020	UNITED PARCEL SERVICE	00484417	00009882E5470A	DELIVERY CHARGES	General Fund	87.95
12/18/2020	UNITED PARCEL SERVICE	00484572	00009882E5480A	DELIVERLY CHARGES-CITY CLERK	General Fund	15.50
12/18/2020	UNITED PARCEL SERVICE	00484572	00009882E5480A	DELIVERY CHARGES-ELECTRIC	Electric Utility	86.00
12/18/2020	UNITED PARCEL SERVICE	00484572	00009882E5480A	DELIVERY CHARGES-WATER & SEWER	Water Utility	34.52
12/18/2020	UNITED PARCEL SERVICE	00484572	00009882E5480A	DELIVERY CHARGES-POLICE	General Fund	9.82
				Total for Payment No.:		278.26

Payment No: 647871

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	UNITED SITE SERVICES INC	00482038	114-11004982	RSTRM RENT@AGNEWSUB 9/24-10/21	Electric Utility	10.91
12/18/2020	UNITED SITE SERVICES INC	00482038	114-11004982	WKLY SVC @AGNEW SUB 9/24-10/21	Electric Utility	55.00
12/18/2020	UNITED SITE SERVICES INC	00482038	114-11004982	DAMAGE WAIVER	Electric Utility	7.95
12/18/2020	UNITED SITE SERVICES INC	00482038	114-11004982	ENVIRONMENTAL FEE	Electric Utility	6.99
12/18/2020	UNITED SITE SERVICES INC	00482039	114-11091518	RESTROOM RENT@SPACE 10/7-11/3	Electric Utility	10.91
12/18/2020	UNITED SITE SERVICES INC	00482039	114-11091518	WKLY RSTRM SRV@SPACE 10/7-11/3	Electric Utility	55.00
12/18/2020	UNITED SITE SERVICES INC	00482039	114-11091518	ENVIRONMENTAL FEE	Electric Utility	6.99
12/18/2020	UNITED SITE SERVICES INC	00483371	114-11172255	RESTROOM RENT@LAF 10/29-11/25	Electric Utility	10.91
12/18/2020	UNITED SITE SERVICES INC	00483371	114-11172255	WKLY RESTRM SRV@LAF10/29-11/25	Electric Utility	55.00
12/18/2020	UNITED SITE SERVICES INC	00483371	114-11172255	ENVIRONMENTAL FEE	Electric Utility	6.99
12/18/2020	UNITED SITE SERVICES INC	00483372	114-11215043	RESTROOM RENT@SPACE 11/4-12/1	Electric Utility	10.91
12/18/2020	UNITED SITE SERVICES INC	00483372	114-11215043	WKLY RSTRM SRV@SPACE 11/4-12/1	Electric Utility	55.00
12/18/2020	UNITED SITE SERVICES INC	00483372	114-11215043	ENVIRONMENTAL FEE	Electric Utility	6.99
12/18/2020	UNITED SITE SERVICES INC	00483474	114-11223691	RSTRM RENT@DVR 11/5-12/2/20	Electric Utility	14.95
12/18/2020	UNITED SITE SERVICES INC	00483474	114-11223691	WKLY SVC @DVR 11/5-12/2/20	Electric Utility	55.00

12/18/2020	UNITED SITE SERVICES INC	00483474	114-11223691	DAMAGE WAIVER	Electric Utility	7.95
12/18/2020	UNITED SITE SERVICES INC	00483474	114-11223691	HAND SANITIZER REFILL	Electric Utility	35.00
12/18/2020	UNITED SITE SERVICES INC	00483474	114-11223691	2 SINK RENT@DVR 11/5-12/2/20	Electric Utility	10.00
12/18/2020	UNITED SITE SERVICES INC	00483474	114-11223691	WKLY SINK SRV@DVR 11/5-12/2/20	Electric Utility	85.00
12/18/2020	UNITED SITE SERVICES INC	00483474	114-11223691	DAMAGE WAIVER	Electric Utility	7.95
12/18/2020	UNITED SITE SERVICES INC	00483474	114-11223691	ENVIRONMENTAL FEE	Electric Utility	17.21
				Total for Payment No.:		532.61

Payment No: 647872

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	UNIVAR SOLUTIONS USA INC	00483374	48833484	DVR CHEM DEL SUL ACID NOV2020	Electric Utility	6,797.59
12/18/2020	UNIVAR SOLUTIONS USA INC	00483475	48842316	DVR CHEM DEL SOD HYP NOV2020	Electric Utility	926.93
12/18/2020	UNIVAR SOLUTIONS USA INC	00483475	48842316	CALIFORNIA MILL FEE	Electric Utility	20.17
12/18/2020	UNIVAR SOLUTIONS USA INC	00483476	48842317	DVR CHEM DEL SOD BISUL NOV20	Electric Utility	797.88
				Total for Payment No.:		8,542.57

Payment No: 647873

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	VALLEY POWER SYSTEMS INC	00483825	K56625	LABOR-V#3455 WO#128142	Fleet Operation Fund	559.00
12/18/2020	VALLEY POWER SYSTEMS INC	00483825	K56625	MILEAGE- V#3455 WO#128142	Fleet Operation Fund	4.53
12/18/2020	VALLEY POWER SYSTEMS INC	00483825	K56625	PARTS-V#3455 WO#128142	Fleet Operation Fund	636.47
12/18/2020	VALLEY POWER SYSTEMS INC	00483826	K56989	LABOR-V#3461 WO#129027	Fleet Operation Fund	1,148.00
12/18/2020	VALLEY POWER SYSTEMS INC	00483826	K56989	MILEAGE-V#3461 WO#129027	Fleet Operation Fund	320.00
12/18/2020	VALLEY POWER SYSTEMS INC	00483826	K56989	PARTS-V#3461 WO#129027	Fleet Operation Fund	388.93
				Total for Payment No.:		3,056.93

Payment No: 647874

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	WASHINGTON TRUST BANK	00483892	201201-291437	NOV2020 VEBA CUSTODY FEE	General Fund	1,200.88

Total for Payment No.: 1,200.88

Payment No: 647875

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	WATERWORKS INDUSTRIES, INC	00484430	13376	MONROE ST BALL FOUNTAIN MAINTENANCE	Downtown Parking Maintenance D	300.00
12/18/2020	WATERWORKS INDUSTRIES, INC	00484430	13376	SPANISH FOUNTAIN MAINTENANCE &	Downtown Parking Maintenance D	300.00
12/18/2020	WATERWORKS INDUSTRIES, INC	00484430	13376	CIVIC CENTER PARK FOUNTAIN MAINTENANCE	General Fund	600.00
12/18/2020	WATERWORKS INDUSTRIES, INC	00484430	13376	CITY HALL FOUNTAIN MAINTENANCE	General Fund	640.00
12/18/2020	WATERWORKS INDUSTRIES, INC	00484431	13435	MONROE ST BALL FOUNTAIN MAINTENANCE	Downtown Parking Maintenance D	75.00
12/18/2020	WATERWORKS INDUSTRIES, INC	00484431	13435	SPANISH FOUNTAIN MAINTENANCE &	Downtown Parking Maintenance D	75.00
12/18/2020	WATERWORKS INDUSTRIES, INC	00484431	13435	CIVIC CENTER PARK FOUNTAIN MAINTENANCE	General Fund	150.00
12/18/2020	WATERWORKS INDUSTRIES, INC	00484431	13435	CITY HALL FOUNTAIN MAINTENANCE	General Fund	160.00
Total for Payment No.:						2,300.00

Payment No: 647876

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	WOOCHUL KIM	00483485	R220-EVC-067	EV CHRGR REBATE; 26956-03	Elec OperatingGrant Trust Fund	550.00
Total for Payment No.:						550.00

Payment No: 647877

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
12/18/2020	ZORO TOOLS INC.	00483743	INV8748440	10 PC JOURNEYMAN T-HANDLE	General Fund	41.17
Total for Payment No.:						41.17

Overall Total 1,895,812.69

City of Santa Clara Finance Department
Accounting Services

Supplement to Bills & Claims
Expenditures Paid by Wire Transfer
For the Period of November 14th through December 18th, 2020

\$ 14,303,069.00 Northern California Power Agency--NCPA All Resources Bill--November 2020
1,896,574.00 EDF Trading North America--Gas Purchase-DVR/Cogen/Gia October 2020
1,611,205.62 MSR Public Power Agency--Big Horn Wind Project Energy--October 2020
1,600,369.33 City of San Jose--July 2020-Sept 2020 Wholesale Recycled Water Sales
1,510,259.58 Valley Water (SC Valley Water District)--Sep 2020 Pump Tax
1,237,558.75 MSR Energy Authority--Gas Purchase-DVR/Cogen/Gia October 2020
654,555.80 SF Public Utilities Commission--Water Purchases October 2020
644,929.79 California Independent Systems Operator--Settlement Charges November 2020, October 2020, August 2020
626,845.36 CAISO--Settlement Charges Nov20, Oct20
583,969.32 Valley Water (Santa Clara Valley Water)--Treated Water Invoice TI002423 for October 2020
474,877.62 Recurrent Energy Rosamond--Purchase of Energy (Solar Generated) October 2020
397,615.52 Manzanita Wind--Purchase of Energy (Wind Generated)--October 2020
378,151.06 Recurrent Energy Rosamond One--Purchase of Energy (Solar Generated) Nov 2020
362,361.89 California Independent Systems Operator Corp--Settlement Charges Nov20, Feb18
303,899.69 MSR Public Power Agency--Big Horn Wind Project Shaping Fee--October 2020
255,000.00 NextEra Energy Marketing--Purchase of Capacity 2020
29,865.00 First American Title Company--Easment Purchase 2301 Lafayette Street
20,395.00 First American Title Company--Easment Purchase 2325 Lafayette Street
6,800.00 The Lew Edwards Group--November--Invoice 20-10
6,800.00 The Lew Edwards Group--October--Invoice 20-09

\$ 26,905,102.33



Agenda Report

21-1176

Agenda Date: 1/12/2021

REPORT TO COUNCIL

SUBJECT

Action on Monthly Financial Status and Investment Reports for October 2020 and Related Budget Amendments

COUNCIL PILLAR

Enhance Community Engagement and Transparency

BACKGROUND

In compliance with the Charter of the City of Santa Clara and the adopted Investment Policy, the October 2020 Monthly Financial Report and Investment Report are submitted for your information.

In accordance with City Council Policy 051 - Donations to the City, included in this report is a monthly activity and annual summary of donations received by department. Although the requirement of the policy is to report quarterly, in its ongoing effort to streamline reporting, the City will include this information monthly in the financial status report.

DISCUSSION

Monthly Financial Status Report (Attachment 1)

The attached report summarizes the City's financial performance as of October 31, 2020. Financial analysis for the report is provided for the General Fund, select Special Revenue Funds, Enterprise Operating Funds, and Capital Improvement Program Funds.

Attachment 1 shows that General Fund revenues were trending below the budget at 30.4% through October 2020. Excluding transfers that occur at the beginning of the year, this figure drops to 17% of the General Fund revenues received through October. Some revenue categories are lower due to the timing of payments (e.g., property tax), but several categories are tracking below as a result of COVID-19 impacts. While there is limited data available, revenue is expected to end the year below budget by \$20+ million due to these COVID-19 induced impacts, with the largest impact to the Transient Occupancy Tax category.

As shown in Attachment 1, General Fund expenditures were at 35.2% of budget through October 31, 2020. Excluding transfers, this figure drops to 28.9% expended through October, which is below the par level of 33.3%. Several cost-control measures that were implemented last fiscal year remain in place to generate expenditure savings to partially offset the drop in revenues associated with COVID-19. These measures include a hiring freeze and controls around overtime, as-needed staff, marketing, travel, technology and vehicle purchases. With the exception of the Fire Department, all departments are tracking below budget through October and year-end savings are expected to be generated. The Fire Department is tracking slightly above par due primarily to mutual aid efforts,

which are expected to be reimbursed. Budget actions will be brought forward in a future Monthly Financial Report to recognize the reimbursement revenue and increase the Fire Department budget.

Total revenues for Enterprise Funds (Electric, Water, Sewer, Cemetery, Solid Waste, and Water Recycling) were at 26.3% of the budget. Total Enterprise Fund expenses were at 25.1% through October. Total revenue for Special Revenue Funds (Housing funds) were at 7.8% of the budget, while total expenditures were at 6.1% of budget.

In the month of October, the City received donations of \$1,260, bringing the year-to-date total to \$47,562. A summary of donations is included in Attachment 1.

With the shelter-in-place and other actions residents and businesses have been taking to reduce the spread of COVID-19, economic activity in this region and throughout the country has experienced a significant decline. This is evidenced in various economic indicators, some of which have improved in recent months. On a national level, the unemployment rate remains high at 6.9% in October 2020. This rate, however, was well below the record setting high of 14.7% in April 2020. The drop brings the unemployment rate below the peak of the last recession a decade ago, when unemployment briefly hit 10 percent. In the third quarter 2020, the Gross Domestic Product (GDP) increased by approximately 33%, following a 31% decrease in the GDP in the second quarter 2020. While there was significant improvement, real GDP for the third quarter 2020 remains 3.5% below the level experienced in the fourth quarter of 2019 (the last quarter prior to the onset of COVID-19).

The unemployment rate in this region continues to outperform the nation. The unadjusted unemployment rate in the San José-Sunnyvale-Santa Clara Metropolitan Statistical Area (MSA) was 6.0% in October 2020, down from a revised 7.0% in September 2020 but significantly higher than the October 2019 level of 2.4%.

Santa Clara's General Fund revenues have been significantly impacted by COVID-19 and this impact is expected to continue over the longer term based on the current economic situation. In FY 2020/21, a General Fund shortfall of almost \$23 million was addressed in the revised FY 2020/21 budget approved in June 2020. This budget was solved with the use of the Budget Stabilization Reserve. Further discussion of the COVID-19 impacts and the General Fund deficit is included in Attachment 1. Additional downward revenue adjustments and budget balancing actions are expected to be brought forward during FY 2020/21.

Monthly Investment Report (Attachment 2)

All securities held by the City of Santa Clara as of October 31, 2020 were in compliance with the City's Investment Policy Statement regarding current market strategy and long-term goals and objectives. All securities held are rated "A" or higher by two nationally recognized rating agencies. There is adequate cash flow and maturity of investments to meet the City's needs for the next six months.

The City's investment strategy for October 2020 was to invest funds not required to meet current obligations, in securities listed in the prevailing Investment Policy Statement, with maturities not to exceed five years from the date of purchase. This strategy ensures safety of the City's funds, provides liquidity to meet the City's cash needs, and earns a reasonable portfolio return of 1.56%.

On July 14, 2020, the City Council approved entering into a contract with PFM Asset Management

LLC (PFM). PFM began actively managing the City's security portfolio on September 1, 2020. It should be noted that this report reflects a change in the benchmark, from a two-year Treasury Note benchmark, to a 0-5 year US Treasury Index as an interim benchmark. This change better reflects a comparison to the City's investment portfolio. Future changes may be brought forward as PFM continues the transition of the City portfolio.

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

Approval of the FY 2020/21 Budget Amendments included in Attachment 3 is recommended in this report. From time to time, adjustments to the budget are required to reflect new information, align budgets with actual revenues and expenses, and correct for inadvertent errors. As detailed in Attachment 3, amendments to centralize capital funding for the Convention Center are recommended. These amendments include the establishment of the Convention Center Capital Fund and the Convention Center Repairs and Renovations project. These actions consolidate projects previously allocated for the Convention Center into a separate fund. The majority of the original funding was approved as part of the April 23, 2019 Council meeting. In this action, the City Council approved funding of \$3.0 million to the Convention Center Condition Assessment Repairs project in the Public Buildings Capital Fund (\$1.5 million was transferred from the General Fund's Capital Projects Reserve and \$1.5 million was reallocated from the Convention Center Enterprise Fund). An additional \$1.15 million was approved as part of the Adopted FY 2019/20 Biennial Budget as part of Spectra's capital contribution. The remaining balance of this project and the Levy capital investment in the Convention Center Enterprise Fund are also recommended to be transferred over to this new Convention Center Repairs and Renovations project.

Additionally, a recommendation to reallocate General Fund Community Development salaries budget to the Engineering Operating Grant Trust Fund for the City match is included. Finally, an amendment to appropriate funding from the Advanced Planning Fee Reserve to the Community Development Department to cover consultant costs associated with the Affordable Housing Ordinance development.

Net Budget Change – FY 2020/21 Budget Amendments		
Fund	Source of Funds	Use of Funds
General Fund	\$0	\$0
Engineering Operating Grant Trust Fund	\$1,333	\$1,333
Convention Center Enterprise Fund	\$0	\$0
Convention Center Capital Fund	\$4,249,395	\$4,249,395
Public Buildings Capital Fund	\$0	\$0
Total Net Budget Change	\$4,250,728	\$4,250,728

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

Note and file the Monthly Financial Status and Investment Reports for October 2020 as presented and Approve the Related Budget Amendments.

Reviewed by: Kenn Lee, Director of Finance

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Monthly Financial Status Report October 2020
2. Monthly Investment Report October 2020
3. FY 2020/21 Budget Amendments



City of Santa Clara

The Center of What's Possible

MONTHLY FINANCIAL STATUS REPORT

October 2020

This report summarizes the City's financial performance for the month ended October 31, 2020. Financial analysis for the report is provided for the General Fund, select Special Revenue Funds, Enterprise Operating Funds, and Capital Improvement Funds. Financial information included in this report is unaudited.

General Fund

The General Fund is the major operating fund for the City and includes multiple programs, services, and activities for the residents and businesses of the City. The adopted budget for operating revenues and expenditures for fiscal year 2020/21 was \$286.9 million. The amended budget for revenues and expenditures was amended to \$292.9 million to reflect carryover appropriations from fiscal year 2019/20 and various budget amendments approved by the City Council through October 2020.

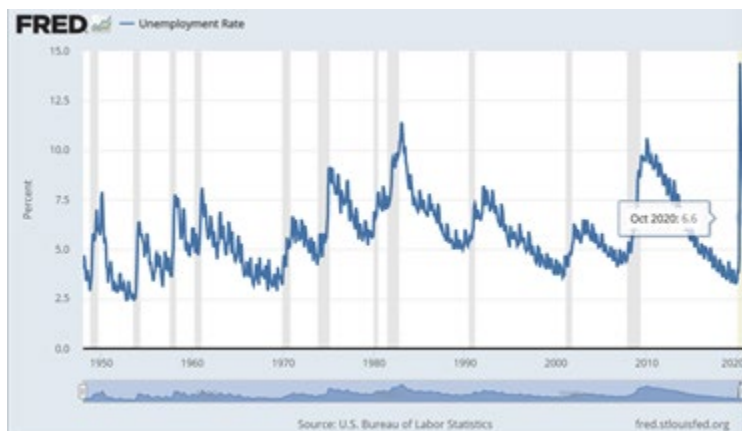
General Fund revenues are currently expected to end the year below budget due to the COVID-19 impacts. When the FY 2020/21 budget was adopted, there was limited data regarding the COVID-19 impacts and significant uncertainty regarding the length and depth of the associated shutdowns. The budget did assume reductions in various categories to account for the anticipated COVID-19 impacts, with the largest reductions in the transient occupancy tax and sales tax categories. With a few months of additional data and the continued implementation of COVID-19 safety precautions, further downward adjustments of \$20+ million are expected to be necessary.

The lower collection level is expected to be partially offset by General Fund expenditure savings. Through October, departmental expenditures are tracking below budget and this trend is expected to continue as departments continue to control expenditures through various cost control measures. Some departments have also significantly changed their operations to comply with the COVID-19 safety measures.

With the shelter-in-place and other actions residents and businesses have been taking to reduce the spread of the virus, economic activity in this region and throughout the country has experienced a significant decline. This is evidenced in various economic indicators, some of which continue to improve.

On a national level, the unemployment rate remains high at 6.6% in October 2020. This rate, however, was well below the record setting high of 14.7% in April 2020 and lower than the September 2020 rate of 7.9%. In October, the number of unemployed persons fell by 1.6 million to 11.0 million.

While both measures have improved for sixth consecutive months, they remain close to double the pre-COVID levels

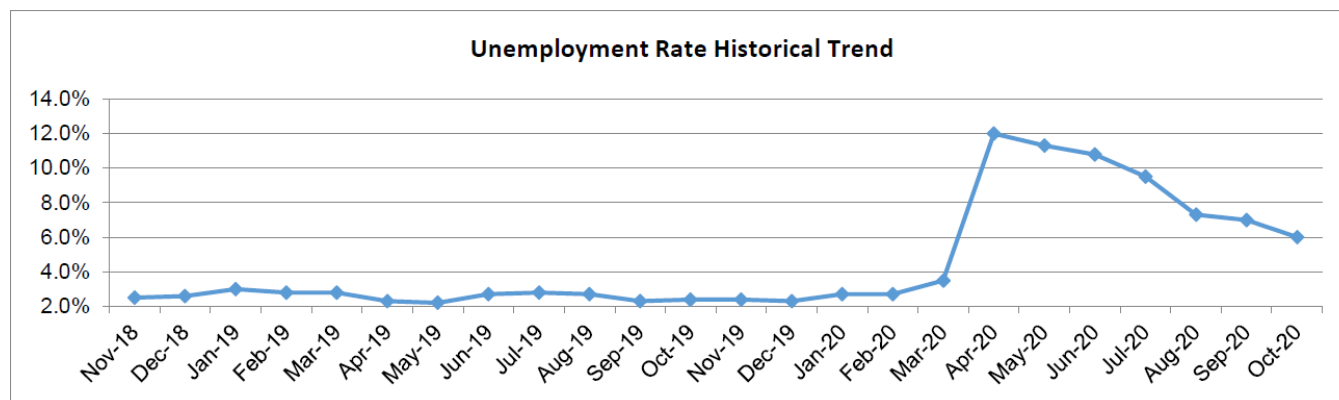


experienced in February 2020 in which the unemployment rate was 3.5% and the number of unemployed totaled 5.8 million.¹

In the third quarter 2020, the Gross Domestic Product (GDP) increased by approximately 33%, following a GDP decrease of 31% in the second quarter 2020. The increase in the third quarter reflected efforts to reopen businesses and resume some activities amidst COVID-19 safety precautions. It is important to note that the real GDP for the third quarter 2020 remains 3.5% below the level experienced in the fourth quarter of 2019 (the last quarter prior to the onset of COVID-19).²

Significant impacts have also been experienced at the State and local level. After the State's largest increase in the unemployment rate in April 2020, the California unemployment rate has continued to improve to 9.3% by October 2020. California has now regained nearly 44% of the 2.6 million jobs lost due to COVID-19 in March and April 2020.³

As shown in the chart below, the unadjusted unemployment rate in the San José-Sunnyvale-Santa Clara Metropolitan Statistical Area (MSA) was 6.0% in October 2020, down from a revised 7.0% in September 2020 but significantly higher than the October 2019 level of 2.4%. Between October 2019 and October 2020, employment in this region dropped by 69,000 jobs, or 5.9%.⁴



Santa Clara's General Fund revenues have been significantly impacted and this impact is expected to continue over the longer term based on the current economic situation. In FY 2020/21, a General Fund shortfall of almost \$23 million was addressed in the revised FY 2020/21 budget approved in June 2020. This budget was solved with the use of the Budget Stabilization Reserve. Additional downward revenue adjustments and budget balancing actions will be necessary this year.

The City currently has \$57 million in the Budget Stabilization Reserve to address any negative balance after factoring in the use of \$22.7 million of this reserve in the FY 2020/21 budget. Staff will closely monitor the City's financial performance during this uncertain time and provide updates as part of future

¹ <https://www.bls.gov/news.release/pdf/empsit.pdf>

² https://www.bea.gov/sites/default/files/2020-11/tech3q20_2nd.pdf

³ <https://www.edd.ca.gov/newsroom/unemployment-november-2020.htm>

⁴ [https://www.labormarketinfo.edd.ca.gov/file/lfmonth/sjos\\$pds.pdf](https://www.labormarketinfo.edd.ca.gov/file/lfmonth/sjos$pds.pdf)

Financial Status Report as of October 31, 2020

Monthly Financial Reports. There are other General Fund Reserves that amount to \$46 million, but these reserves are designated for specific purposes. These reserves can be used by an act of Council.

General Fund Revenues

As of October 31, 2020, \$41.6 million or 17% of the General Fund estimated revenue (excluding transfers) was received. Transfers and use of reserves of \$47.5 million have occurred as budgeted.

CITY OF SANTA CLARA GENERAL FUND REVENUES OVERVIEW AND COMPARISON BY TYPE

Function	FISCAL YEAR 2020/21				PY REVENUE COMPARISON		
	Adopted Budget	Amended Budget	Actual Through 10/31/2020	Percentage Received	Actual Through 10/31/2019	Change From Prior Year	Percentage Change
TAXES							
Sales Tax	\$ 55,600,000	\$ 55,600,000	\$ 10,714,871	19.27%	\$ 10,143,778	\$ 571,093	5.63%
Property Tax	66,982,000	66,982,000	2,864,757	4.28%	2,695,592	169,165	6.28%
Transient Occupancy Tax	17,625,000	17,625,000	651,429	3.70%	5,032,623	(4,381,194)	-87.06%
Other Taxes	5,938,000	5,938,000	803,992	13.54%	623,295	180,697	28.99%
Total Taxes	146,145,000	146,145,000	15,035,049	10.29%	18,495,288	(3,460,239)	-18.71%
LICENSES & PERMITS							
Business Licenses	934,000	934,000	303,092	32.45%	294,619	8,473	2.88%
Fire Operation Permits	2,375,000	2,375,000	617,814	26.01%	802,764	(184,950)	-23.04%
Building Permits	5,700,000	5,700,000	2,865,023	50.26%	2,042,946	822,077	40.24%
Electric Permits	475,000	475,000	583,977	122.94%	169,449	414,528	244.63%
Plumbing Permits	428,000	428,000	387,982	90.65%	155,238	232,744	149.93%
Mechanical Permits	380,000	380,000	445,085	117.13%	139,620	305,465	218.78%
Miscellaneous Permits	92,000	92,000	20,528	22.31%	28,462	(7,934)	-27.88%
Total Licenses & Permits	10,384,000	10,384,000	5,223,501	50.30%	3,633,098	1,590,403	43.78%
FINES & PENALTIES	1,570,000	1,570,000	157,375	10.02%	468,952	(311,577)	-66.44%
INTERGOVERNMENTAL	226,000	226,000	70,916	31.38%	5,256,701	(5,185,785)	-98.65%
CHARGES FOR SERVICES	37,174,855	37,174,855	9,988,668	26.87%	10,246,969	(258,301)	-2.52%
CONTRIBUTION IN LIEU	23,699,830	23,699,830	8,114,495	34.24%	8,111,091	3,404	0.04%
USE OF MONEY & PROPERTY							
Interest	5,246,000	5,501,000	(234,317)	-4.26%	570,504	(804,821)	-141.07%
Rent	9,407,909	9,407,909	2,832,350	30.11%	3,072,248	(239,898)	-7.81%
Total Use of Money & Property	14,653,909	14,908,909	2,598,033	17.43%	3,642,752	(1,044,719)	-28.68%
MISCELLANEOUS REVENUES	350,000	534,696	114,188	21.36%	908,416	(794,228)	-87.43%
LAND PROCEED	-	-	-	N/A	164,606	(164,606)	-100.00%
OTHER FINANCING SOURCES							
Operating Transfer In - Storm Drain	1,460,000	1,460,000	1,460,000	100.00%	1,398,145	61,855	4.42%
Operating Transfer In - Reserves	38,952,083	39,248,833	39,248,833	100.00%	11,290,582	27,958,251	247.62%
Operating Transfer In - Fund Balances ⁽¹⁾	-	4,273,692	4,273,692	100.00%	5,338,670	(1,064,978)	-19.95%
Operating Transfer In - Miscellaneous	2,527,419	3,547,419	2,547,419	71.81%	277,350	2,270,069	818.49%
Total Other Financing Sources	42,939,502	48,529,944	47,529,944	97.94%	18,304,747	29,225,197	159.66%
STADIUM OPERATION							
Charges for Services	9,102,263	9,102,263	256,217	2.81%	2,237,810	(1,981,593)	-88.55%
Rent and Licensing	647,500	647,500	-	0.00%	419,669	(419,669)	-100.00%
Total Stadium Operation	9,749,763	9,749,763	256,217	2.63%	2,657,479	(2,401,262)	-90.36%
TOTAL GENERAL FUND	\$ 286,892,859	\$ 292,922,997	\$ 89,088,386	30.41%	\$ 71,890,099	\$ 17,198,287	23.92%

(1) Negative sales tax revenue resulting from accrual of revenue that has not yet been received.

(2) The Operating Transfer In - Fund Balances includes the carryover encumbrances of open purchase orders as of June 30, 2020 and mid year budget amendment from reserves.

Revenues (excluding reserves) are tracking approximately 24% lower than collections through the same period last fiscal year. Revenues were below the prior year primarily due to lower activity levels this fiscal year in certain areas, such as transient occupancy tax and fines and penalties, and a one-time settlement payment of \$5.0 million that was received last year. Revenues are currently expected to end the year below budget by \$20+ million as a result of the COVID-19 impacts as discussed below.

General Fund Revenues

Sales Tax: The City of Santa Clara sales tax rate is 9.0%, of which the City receives 1.0%. As of October 31, 2020, \$10.7 million has been collected. This reflects slightly higher collections than through the same period last fiscal year by about \$0.6 million and is based on estimated payments from the State for July and August 2020 (true-up payments are received once per quarter). While not reflected in the data through October, true-up information for the third quarter of 2020 was received from the State in November and reflected a decline of 6.4%. This figure, however, included a large positive adjustment for periods prior to 2020. Without that adjustment, receipts would have dropped almost 15% in the third quarter 2020. This drop in the third quarter followed a decline of 15.4% in the second quarter 2020. In the second quarter 2020, all economic sectors in Santa Clara experienced declines when compared to the second quarter 2019, with the largest drops in the Food Products (down 47.0%), General Retail (down 46.5%), and Transportation (down 41.5%) sectors. Smaller declines were also experienced in the Construction (down 20.6%) and Business-to-Business (down 8.2%) sectors. Detailed data for the third quarter is not yet available and will be included in future reports. Based on lower actual collections and the continuation of the COVID-19 safety precautions, it is anticipated that revenues will fall below the budgeted estimate of \$55.6 million by approximately \$3 million - \$5 million.

Property Tax: A small portion of property tax receipts were received in October 2020, totaling under \$2.9 million, which is above collections through the same period last year. The majority of property tax revenue is collected in January and April each year. Based on the latest estimates from the County of Santa Clara, property tax receipts would fall approximately \$4.0 million below the budgeted estimate of \$67.0 million if the City does not receive excess Education Revenue Augmentation Fund (ERAF) revenues in FY 2020/21. Beginning in 1992, agencies have been required to reallocate a portion of property tax receipts to the ERAF, which offsets the State's General Fund contributions to school districts under Proposition 98. However, once there are sufficient funds in ERAF to fulfill obligations, the remainder is to be returned to the taxing entities that contributed to it. The State of California is challenging the calculation of the excess ERAF revenue distribution to local jurisdictions. If excess ERAF funds are received, receipts would meet the budgeted estimate. Collections in FY 2020/21 have also been negatively impacted by a recent court decision that changes how residual tax increment from former redevelopment agencies is distributed. This resulted in a retroactive negative adjustment of \$2.1 million.

Transient Occupancy Tax (TOT): TOT is calculated as a percentage of City hotel/motel room charges. The City's current TOT rate is 9.5%. Through October 31, 2020, approximately \$0.7 million has been received in this category, which is well below the \$5.0 million received through the same period last fiscal year. TOT has been impacted severely by COVID-19. To meet the budgeted estimate

of \$17.6 million, collections would need to come in over \$2.1 million in the remaining months. Actual collections have been tracking well below this level with monthly receipts averaging \$0.2 million in the last quarter when adjusted for the timing of payments. If the current collection trend continues, receipts may end the year \$11 million - \$14 million below the budgeted estimate.

Other Taxes: Includes franchise tax and documentary transfer tax. The City has collected \$0.8 million through October, which is 13.5% of the budgeted estimate of \$5.9 million. Overall, receipts are tracking above the prior year collection level of \$0.6 million due the higher collections in documentary transfer tax, partially offset by slightly lower franchise tax receipts. Growth of approximately 1% from the prior year is needed to meet the revenue estimate.

Licenses & Permits: Includes business licenses, building permits, and other building and planning permits and fees. Overall licenses and permits revenue collections are well above par and totaled \$5.2 million, or 50.3% of the budget of \$10.4 million. These collections are significantly higher than the collection level experienced through the same period last fiscal year. Activity in the building, electric, plumbing, and mechanical permit accounts have seen the highest growth compared to last year. For the building development revenues, any excess revenues over expenditures will be placed in the Building Inspection Reserve. This reserve is also available to cover any difference if revenues fall below the expenditure level.

Fines & Penalties: Includes vehicle, parking, court fines, and miscellaneous penalty fines. The revenue collected in this category through October of \$0.2 million is lower than the prior year actual collection level of \$0.3 million as a result of lower activity levels in the collection charges, traffic fines, and library fines accounts. Given restricted activity levels as a result of COVID-19, collections in this category are anticipated to fall below the budgeted estimate of \$1.6 million.

Intergovernmental: Includes motor vehicle fees, state homeowner tax relief, state mandated reimbursement and redistribution of land sale proceeds and ground leases from the Successor Agency. Through October 31, 2020, approximately \$71,000 has been collected. This collection level is well below the prior fiscal year level of \$5.3 million due to a one-time settlement payment of \$5.0 million received last year.

Charges for Services: Includes various plan check and zoning-related fees, engineering fees, administrative fees, and community service revenue from various recreational activities. Through October 31, 2020, collections totaled approximately \$10.0 million or 26.9% of the budget. This reflects a 3% decrease compared to last year's collections through the same period of \$10.2 million, particularly in the planning and zoning fees, engineering fees, fire construction permits, interdepartmental services and miscellaneous charges for services (includes parks and recreation fees). The lower collections in these areas were partially offset by higher receipts in the plan check and sign fee category. As a result of the COVID-19 safety precautions, the revenues from various recreational activities are expected to fall well below the budget.

Contribution in Lieu: In accordance with the City's charter, Silicon Valley Power pays 5.0% of gross revenues as contribution-in-lieu of taxes. These revenues provide funding for general government

services such as public safety, public works, parks and recreation, library, and administration. Through October, \$8.1 million has been received which is on par for this time of year. This collection level, however, is based on the budgeted estimate and will be trued up at the end of the fiscal year. Growth of 4% from the prior year is needed to meet the budgeted estimate of \$23.7 million.

Use of Money & Property: Includes realized investment income and rental income. Interest income and rent revenue collections totaled \$2.6 million, or 17.4% of the budget. The collections through October 31, 2020 are below the prior year collections of \$3.6 million, reflecting accrual differences, the timing of payments, and lower interest earnings yields.

Miscellaneous Revenues: Includes developer fees, donations, damage recovery, sale of scrap, and one-time miscellaneous revenues. As of October 31, 2020, collections of \$114,188 were 87% lower than collections through the same period last fiscal year.

Stadium Operation: The revenue for Stadium Operations totaled approximately \$0.2 million through October 31, 2020, which is much lower than collections through the same period last fiscal year. The budget for charges for services includes public safety cost reimbursement for NFL and Non-NFL events, reimbursement for general and administrative staff time, and parking revenue. Due to the COVID-19 pandemic, events at the Stadium have either been cancelled or rescheduled causing the decline in parking permit revenue and reimbursement for public safety costs. Lease revenue, specifically Senior and Youth Fees and Tasman Lot parking revenue, is projected to fall under budget this fiscal year and is also related to the cancellation or rescheduling of Stadium Events.

Financial Status Report as of October 31, 2020

General Fund Expenditures

As of October 31, 2020, \$103.2 million or 35.2% of the General Fund operating budget had been expended. Overall, expenditures in the General Fund appear slightly above budgeted levels through October. This is a result of all transfers being booked in their entirety early in the year. Departmental expenditures totaled \$76.5 million, or 29.5% of the budget, which is below the par level of 33.33% of the budget. Stadium expenditures also totaled only 9.8% of the budget. Several cost-control measures that were implemented last fiscal year remain in place to generate expenditure savings to partially offset the drop in revenues associated with COVID-19. These measures include a hiring freeze and controls around overtime, as-needed staff, marketing, travel, technology and vehicle purchases. With these measures and restricted activity levels due to COVID-19, expenditures are expected to end the year below budget.

CITY OF SANTA CLARA GENERAL FUND EXPENDITURES OVERVIEW AND COMPARISON BY FUNCTION

Function	FISCAL YEAR 2020/21				PY EXPENDITURES COMPARISON		
	Adopted Budget	Amended Budget	Actual Through 10/31/2020	Percentage Used	Actual Through 10/31/2019	Change From Prior Year	Percentage Change
GENERAL GOVERNMENT							
Non-Departmental	\$ 7,849,688	\$ 8,295,532	\$ 1,349,039	16.26%	\$ 1,380,440	\$ (31,401)	-2.27%
City Council	834,241	834,241	219,523	26.31%	307,672	(88,149)	-28.65%
City Clerk	2,070,555	2,091,412	537,344	25.69%	456,799	80,545	17.63%
City Manager	6,125,034	6,450,938	1,805,367	27.99%	1,774,078	31,289	1.76%
City Attorney	2,716,125	2,730,674	707,830	25.92%	653,843	53,987	8.26%
Human Resources	4,477,933	4,745,273	1,079,007	22.74%	1,252,437	(173,430)	-13.85%
Finance	17,456,419	17,959,742	5,034,473	28.03%	4,746,136	288,337	6.08%
Total General Government	41,529,995	43,107,812	10,732,583	24.90%	10,571,405	161,178	1.52%
PUBLIC WORKS	24,287,567	24,893,684	7,592,108	30.50%	7,841,267	(249,159)	-3.18%
COMMUNITY DEVELOPMENT	17,233,763	18,564,507	4,556,983	24.55%	4,507,635	49,348	1.09%
PARKS AND RECREATION	22,987,124	23,738,192	5,785,226	24.37%	8,063,190	(2,277,964)	-28.25%
PUBLIC SAFETY							
Fire	58,731,539	59,195,497	20,150,603	34.04%	18,661,898	1,488,705	7.98%
Police	78,033,073	78,118,360	24,672,845	31.58%	25,473,410	(800,565)	-3.14%
Total Public Safety	136,764,612	137,313,857	44,823,448	32.64%	44,135,308	688,140	1.56%
LIBRARY	11,905,848	11,968,930	3,004,603	25.10%	3,599,182	(594,579)	-16.52%
DEPARTMENTAL TOTAL	254,708,909	259,586,982	76,494,951	29.47%	78,717,987	(2,223,036)	-2.82%
OTHER FINANCING USES							
Operating Transfer Out - Miscellaneous	10,445	1,010,445	1,010,445	100.00%	428,445	582,000	135.84%
Operating Transfer Out - Debt Services	2,500,344	2,500,344	2,500,344	100.00%	1,710,474	789,870	46.18%
Operating Transfer Out - Maintenance Dtrct	990,929	990,929	990,929	100.00%	917,331	73,598	8.02%
Operating Transfer Out - Cemetery	771,769	771,769	771,769	100.00%	703,490	68,279	9.71%
Operating Transfer Out - CIP	19,678,672	19,678,672	19,678,672	100.00%	11,643,676	8,034,996	69.01%
Operating Transfer Out - Reserves	924,654	1,065,850	1,065,850	100.00%	-	1,065,850	N/A
Total Other Financing Uses	24,876,813	26,018,009	26,018,009	100.00%	15,403,416	10,614,593	68.91%
STADIUM OPERATION	7,307,137	7,318,006	715,854	9.78%	2,056,783	(1,340,929)	-65.20%
TOTAL GENERAL FUND	\$ 286,892,859	\$ 292,922,997	\$ 103,228,814	35.24%	\$ 96,178,186	\$ 7,050,628	7.33%

General Fund Expenditures

Below is an explanation of certain budget to actual expenditure variances by program.

Non-Departmental: Includes expenditures that are not attributable to a single department, but a function of the City in general. Through October 31, 2020, expenditures were \$1.3 million, or 16.3% of the budget. Lower expenditures are primarily attributable to the contractual services category.

City Council: Through October 31, 2020, expenditures totaled \$0.2 million, or 26.3% of budget, which is below par. Compared to the same period through last fiscal year, this reflects a spending decrease of approximately 29% due primarily to lower as needed and overtime staffing costs. As a result of the cost reduction measures implemented city-wide, these costs have been reduced.

City Manager: The actual expenditures through October 31, 2020 were at 28% of the budget, which is below par for this time of the year. When compared to the prior year, expenditures are slightly higher by approximately 2% due to spending related to the Small Business Assistance Program. These higher expenditures are partially offset by lower spending in the salary, training and travel, and contractual services categories.

City Attorney: Actual expenditures through October totaled \$0.7 million, which is 26% of the budget. Spending is above the total expenditures through the same time last fiscal year by 8%. This reflects higher costs in the salary and benefits categories due to one additional position approved by the City Council for FY 2020/21.

City Clerk: Through October 31, 2020, actual expenditures were \$0.5 million or approximately 25.7% of the budget. This reflects an increase of 17.6% over last year's spending through the same period. The higher spending level is a result of Granicus contract costs that are paid every other year.

Community Development: This department consists of three divisions: Planning, Building, and Housing and Community Services. Through October, departmental expenditures of \$4.6 million were at 24.5% of the budget, which is below par. This reflects slightly lower personnel costs as well as lower actual non-personnel costs.

Finance Department: Through October 31, 2020, the Department's expenditures totaled \$5.0 million, or 28% of the budget. This expenditure level was approximately 6% higher than through the same period last year due primarily to higher spending related to two additional positions that were approved by the City Council in March 2020.

Fire Department: Through October, actual expenditures totaled \$20.1 million, or 34% of the budget, which is slightly above par (33.3%). These expenditures reflect an 8% increase from expenditures through the same period last fiscal year. All COVID-19 related expenditures have been charged centrally to the Other City Departments Operating Grant Trust Fund. The Fire Department has charged approximately \$0.5 million to this fund. Combined with the \$20.1 million charged in the General Fund, total Fire Department expenditures through October totaled \$20.6 million, or 34.8% of budget. Mutual aid overtime costs, which are reimbursable, account for \$1.3 million of the higher expenditure level.

After adjusting for those mutual aid costs, total expenditures (including COVID costs), were tracking at 34% of the budget. Expenditures tracked slightly above budget due primarily to higher overtime, which was 87% expended through October. Taking the mutual aid into account, overtime spending drops to 61% of budgeted levels. While this overtime figure appears very high, it is important to note that overtime is used to backfill for vacant positions and the vacancy savings offset overtime costs.

Police Department: Expenditures through October 31, 2020 are tracking slightly below expected levels at \$24.7 million, or 31.6% of the budget; this is 3% lower than prior year expenditures through the same period. Similar to the Fire Department, Police Department expenditures related to COVID-19 have also been charged to the Other City Departments Operating Grant Trust Fund. Through October, charges to this fund totaled approximately \$0.1 million. Accounting for the General Fund and Other City Departments Operating Grant Trust Fund, department expenditures totaled \$24.8 million or 31.7% of budget, which is below par.

Stadium Operation: Stadium operating expenditures are incurred first and billed on a reimbursement basis creating a timing difference in revenue recognition. Stadium expenditures totaled \$0.7 million through October 31, 2020 and are tracking below budgeted levels. Due to COVID-19, events at the Stadium have been cancelled or postponed causing a decrease in salary costs for public safety personnel and outside agency public safety costs.

Financial Status Report as of October 31, 2020

Special Revenue Funds

The table below is a summary of revenues and expenditures of select Special Revenue Funds as of October 31, 2020. The amended budget for both reflects carryover appropriations from fiscal year 2019/20 in addition to various budget amendments approved by the City Council through October 2020. Both revenues and expenditures totaled approximately \$1.4 million through the end of October.

CITY OF SANTA CLARA SPECIAL REVENUE FUNDS REVENUE AND EXPENDITURE - OVERVIEW AND COMPARISON BY FUND

Fund Description	REVENUES - FISCAL YEAR 2020/21				PRIOR YEAR REVENUE COMPARISON		
	Adopted Budget	Amended Budget	Actual Through 10/31/2020	Percentage Received	Actual Through 10/31/2019	\$ Change From Prior Year	Percent Change
Housing Authority Fund	\$ 285,000	\$ 5,485,000	\$ 307,138	5.60%	\$ 95,625	\$ 211,513	221.19%
City Affordable Housing Fund	781,703	781,703	55,702	7.13%	68,804	(13,102)	-19.04%
Housing Successor Fund	531,000	6,531,000	498,421	7.63%	328,564	169,857	51.70%
Housing and Urban Development	5,150,000	5,150,000	539,033	10.47%	475,107	63,926	13.46%
TOTAL	\$ 6,747,703	\$ 17,947,703	\$ 1,400,294	7.80%	\$ 968,100	\$ 432,194	44.64%

Fund Description	EXPENDITURES - FISCAL YEAR 2020/21				PRIOR YEAR EXPENDITURE COMPARISON		
	Adopted Budget	Amended Budget	Actual through 10/31/2020	Percentage Used	Actual through 10/31/2019	\$ Change From Prior Year	Percent Change
Housing Authority Fund	\$ 552,222	\$ 7,287,822	\$ 57,575	0.79%	\$ 42,556	\$ 15,019	35.29%
City Affordable Housing Fund	1,556,772	3,517,150	254,981	7.25%	261,294	(6,313)	-2.42%
Housing Successor Fund	5,964,944	6,162,712	251,606	4.08%	94,886	156,720	165.17%
Housing and Urban Development	5,150,000	5,897,929	830,773	14.09%	741,753	89,020	12.00%
TOTAL	\$13,223,938	\$ 22,865,613	\$ 1,394,935	6.10%	\$ 1,140,489	\$ 254,446	22.31%

Governmental Capital Improvement Funds

The table below lists the total amended budget amounts for the Capital Improvement Funds, which consist of current year appropriations, prior year carryover balances in Governmental Capital Improvement Funds, and budget amendments approved through October 2020. As of October 31, 2020, these capital fund expenditures totaled \$11.4 million, or 8.8% of the amended budget. As part of the adoption of the FY 2020/21 and FY 2021/22 budget, capital funds were carried over from the prior fiscal year for those projects that have not yet been completed. Adjustments to the capital carryover amounts based on actual year-end expenditures will be brought forward as part of the FY 2019/20 year-end reconciliation process.

The carryover of prior year budget amounts is necessary when services or projects are started but not completed at the end of the fiscal year. This is especially true for the Capital Improvement Program (CIP) that typically spans several years.

CITY OF SANTA CLARA GOVERNMENTAL CAPITAL IMPROVEMENT FUNDS SUMMARY OF EXPENDITURES

EXPENDITURES - FISCAL YEAR 2020/21						
Fund Description	Current Year Appropriation	Prior Year Carryforward	Total Amended Budget	Actual Through 10/31/2020	Percentage Used	
Parks & Recreation	\$ 5,758,558	\$ 15,741,394	\$ 21,499,952	\$ 3,117,259	14.50%	
Streets & Highways	26,260,764	39,525,658	65,786,422	6,549,232	9.96%	
Storm Drain	4,489,447	7,220,645	11,710,092	624,996	5.34%	
Fire	290,796	715,373	1,006,169	5,027	0.50%	
Library	123,681	190,107	313,788	5,899	1.88%	
Public Buildings	1,737,751	9,975,548	11,713,299	157,856	1.35%	
General Gov't - Other	4,098,669	11,203,108	15,301,777	409,993	2.68%	
Related Santa Clara Developer	2,958,063	-	2,958,063	563,276	19.04%	
TOTAL	\$ 45,717,729	\$ 84,571,833	\$ 130,289,562	\$ 11,433,538	8.78%	

Enterprise Funds

The table below is a summary of revenues and expenses for the Enterprise Operating Funds as of October 31, 2020. Overall, revenues and expenditures are tracking below budgeted levels.

Effective fiscal year 2019/20, the City switched from a cash basis budgetary reporting to an accrual basis, which is reflected in the tables of this report. At the end of October 2020, revenue and expenditures are tracking lower than through the same period last fiscal year.

CITY OF SANTA CLARA ENTERPRISE OPERATING FUNDS REVENUES AND EXPENSES - OVERVIEW AND COMPARISON BY FUND

Fund Description	REVENUES - FISCAL YEAR 2020/21				PRIOR YEAR REVENUE COMPARISON		
	Adopted Budget	Amended Budget	Actual Through 10/31/2020	Percentage Received	Actual Through 10/31/2019	\$ Change From Prior Year	Percent Change
Electric Utility Fund	\$ 515,406,680	\$ 515,406,680	\$ 135,059,322	26.20%	\$ 139,056,118	\$ (3,996,796)	-2.87%
Water Utility Fund	57,220,287	57,220,287	16,297,177	28.48%	18,009,150	(1,711,973)	-9.51%
Sewer Utility Fund	45,495,100	45,495,100	11,885,221	26.12%	11,933,104	(47,883)	-0.40%
Cemetery Fund	600,000	600,000	147,852	24.64%	134,912	12,940	9.59%
Solid Waste Utility Fund	31,219,000	31,219,000	7,024,118	22.50%	7,372,635	(348,517)	-4.73%
Water Recycling Fund	7,064,710	7,064,710	2,208,060	31.25%	2,557,633	(349,573)	-13.67%
TOTAL REVENUE	\$ 657,005,777	\$ 657,005,777	\$ 172,621,750	26.27%	\$ 179,063,552	\$ (6,441,802)	-3.60%

Fund Description	EXPENSES - FISCAL YEAR 2020/21				PRIOR YEAR EXPENSE COMPARISON		
	Adopted Budget	Amended Budget	Actual through 10/31/2020	Percentage Used	Actual through 10/31/2019	\$ Change From Prior Year	Percent Change
Electric Utility Fund	\$ 474,259,218	\$ 475,468,120	\$ 119,962,906	25.23%	\$ 145,334,100	\$ (25,371,194)	-17.46%
Water Utility Fund	49,106,767	49,322,081	13,236,307	26.84%	14,559,762	(1,323,455)	-9.09%
Sewer Utility Fund	28,338,164	28,509,889	7,215,527	25.31%	11,449,301	(4,233,774)	-36.98%
Cemetery Fund	1,412,953	1,412,953	447,855	31.70%	451,899	(4,044)	-0.89%
Solid Waste Utility Fund	32,563,421	34,013,675	6,948,983	20.43%	6,331,123	617,860	9.76%
Water Recycling Fund	5,867,938	5,871,208	1,540,421	26.24%	1,323,394	217,027	16.40%
TOTAL - Operating Appropriations	\$ 591,548,461	\$ 594,597,926	\$ 149,351,999	25.12%	\$ 179,449,579	\$ (30,097,580)	-16.77%

Revenues in the electric (which also includes the Electric Debt Service Fund), water, and sewer utility (which also includes the Sewer Debt Service Fund) and water recycling funds are primarily from customer service charges. The activity levels for these customer service charges also impact the resource and production costs on the expenditure side for these funds. The lower the revenue from customer service charges, the lower the expenditures in the resource and production category.

Financial Status Report as of October 31, 2020

A summary of expenses in the Enterprise Capital Improvement Funds is detailed in the table below. Actuals through October 2020 totaled \$21.9 million, or 8% of the amended budget. Similar to the general government capital funds, capital funds were carried over into next fiscal year as part of the FY 2020/21 budget adoption process for those projects that have not yet been completed. Adjustments to the capital carryover amounts based on actual year-end expenditures will be completed as part of the FY 2019/20 year-end reconciliation process.

CITY OF SANTA CLARA ENTERPRISE CAPITAL IMPROVEMENT FUNDS SUMMARY OF EXPENSES

Fund Description	EXPENSES - FISCAL YEAR 2020/21					Prior Year
	Current Year Appropriation	Prior Year Carryforward	Total Amended Budget	Actual Through 10/31/2020	Percentage Used	Actual Through 10/31/2019
Electric Utility Fund	\$ 65,592,602	\$ 112,296,667	\$ 177,889,269	\$ 15,510,812	8.72%	\$ 9,105,630
Street Lighting ⁽¹⁾	125,000	5,867,109	5,992,109	6,584	0.11%	9,423
Water Utility Fund	4,610,000	15,010,726	19,620,726	2,547,085	12.98%	638,473
Sewer Utility Fund	42,114,351	24,817,115	66,931,466	3,744,195	5.59%	16,033,621
Cemetery Fund	300,000	-	300,000	-	-	-
Solid Waste Utility Fund	882,000	1,497,716	2,379,716	54,548	2.29%	101,102
Water Recycling Fund	550,000	-	550,000	-	-	-
TOTAL - CIP Appropriations	\$ 114,173,952	\$ 159,489,334	\$ 273,663,286	\$ 21,863,224	7.99%	\$ 25,888,249

(1) Street Lighting fund is part of Electric Capital Improvement Funds

Fund Reserves

By policy, City Council established the City's General Contingency Reserve, under which reserves for Budget Stabilization and Capital Projects were established.

- Budget Stabilization Reserve is set aside for weathering economic downturns, emergency financial crisis, or disaster situations. The reserve target is equal to the expenditures of the City's General Fund operations for three months (90-day or 25% General Fund Adopted Operating Budget). In FY 2020/21, the City Council approved an exception to the policy to allow the Reserve to drop below the 25% level.
- Capital Projects Reserve earmarks funds for the Capital Improvement Program.

Other General Reserves and Enterprise Fund Reserves included in this report are highlighted as follows:

- Building Inspection Reserve accounts for surplus funds from user fees in the Community Development Department's Building Inspection Division and is restricted to fund Building Division costs.
- Technology Fee Reserve is set aside to update and/or replace the City's aging technology and to ensure internal controls are in compliance with current business standard and legal requirements.
- Land Sale Reserve is net proceeds from the sale of City-owned land, with interest earned on these funds available to be appropriated for General Fund operating expenditures. This reserve is available for appropriation by City Council action.
- The Electric Utility Reserve assures sufficient operating cash is available to ensure debt service coverage.
- The Replacement and Improvement Reserve in the Water and Sewer Utility Funds is for future capital improvement.

The table below summarizes select reserve balances.

**CITY OF SANTA CLARA
RESERVE BALANCES
October 31, 2020**

DETAIL OF SELECTED FUND RESERVE BALANCES:

	GENERAL FUND	ELECTRIC	WATER	SEWER
Budget Stabilization Reserve	\$ 57,547,414			
Capital Projects Reserve	1,958,983			
Land Sale Reserve	24,488,392			
Building Inspection Reserve	12,284,067			
Technology Fee Reserve	485,129			
Rate Stabilization Fund Reserve		\$ 25,000,000		
DVR Power Plant Contracts Reserve		78,163		
Replacement & Improvement			\$ 303,090	
TOTALS	\$ 96,763,985	\$ 25,078,163	\$ 303,090	\$ -

Long-Term Interfund Advances

The funds below have made advances/loans which are not expected to be repaid within the next year. The loan from the General Fund to for Parks and Recreation Facilities reflects proceeds from the Land Sale Reserve for the purchase of property at the Reed and Grant Sports Park. This loan is anticipated to be repaid by 25% of future Mitigation Fee Act revenue until the loan is paid in full.

DETAIL OF LONG TERM INTERFUND ADVANCE BALANCES:

Fund Receiving Advance/Loan	Fund Making Advance/Loan	Type	Amount of Advance/Commitment
Cemetery	General Fund	Advance	\$ 7,111,149
Santa Clara Golf & Tennis Club	General Fund	Advance	4,224,134
Parks and Recreation Facilities	General Fund	Loan	9,033,044
TOTALS			\$ 20,368,327

Donations to the City of Santa Clara

Donations received by department during the month of October 2020 and for fiscal year 2020/21 are shown in the table below.

Department	Oct-20	Fiscal Year 2020/21 Year To Date	Donor	Designated Use
City Manager's Office	\$ 1,260	\$ 2,120	Various	Help Your Neighbor
Non-Departmental	-	27,571	Various	COVID-19
Parks and Recreation	-	17,871	Various	Case Management
TOTALS	\$ 1,260	\$ 47,562		



City of Santa Clara

The Center of What's Possible

MONTHLY INVESTMENT REPORT

October 2020

City of Santa Clara

Monthly Investment Report

TABLE OF CONTENTS

		Page #
1	Summary of Investment Portfolio	1
2	Summary of Investments	3
3	Investment Maturity Distribution Schedule	4
4	Attachment A: Investment Inventory With Market Value	5

CITY OF SANTA CLARA SUMMARY OF INVESTMENT PORTFOLIO

All securities held by the City of Santa Clara as of October 31, 2020 were in compliance with the City's Investment Policy Statement regarding current market strategy and long-term goals and objectives. All securities held are rated "A" or higher by two nationally recognized rating agencies. There is adequate cash flow and maturity of investments to meet the City's needs for the next six months.

The following table provides the breakdown of the total portfolio among the City, the Sports and Open Space Authority (SOSA), and the Housing Authority (HA) as of October 31, 2020.

	<u>BOOK VALUE</u>	<u>PERCENTAGE</u>
City	\$763,642,972	99.49%
SOSA	21,723	0.00%
HA	<u>3,905,943</u>	<u>0.51%</u>
Unrestricted	\$767,570,638	<u>100.00%</u>
Restricted Bond Proceeds	<u>2,145,996</u>	
Total Investments	<u>\$769,716,634</u>	

On October 31, 2020 the book value and market value of the City's unrestricted pooled investment portfolio were \$767,570,638 and \$788,961,584, respectively.

Investment Strategy and Market Update

The City's investment strategy for October 2020 was to invest funds not required to meet current obligations, in securities listed in the prevailing Investment Policy Statement, with maturities not to exceed five years from date of purchase. This strategy ensures safety of the City's funds, provides liquidity to meet the City's cash needs, and earns a reasonable portfolio return.

On July 14, 2020, City Council approved entering into a contract with PFM Asset Management LLC ("PFM") for the management of the City's investment portfolio. The City has leveraged PFM's extensive investment management experience and dedicated credit and risk management personnel to further diversify the portfolio and enhance returns. PFM began actively managing the City's securities portfolio on September 1, 2020.

As of October 31, 2020, 48.21% of the City's portfolio consists of U.S. Treasury Notes, 40.75% consists of Federal Agencies, 9.04% consists of Local Agency Investment Fund (LAIF), and 1.67% consists of investment grade Corporate Notes. In addition, City bond proceeds are invested in separate funds and are not included in the calculation of the City's portfolio yield.

The City's portfolio yield, including LAIF and money market accounts, was 1.56% and the average maturity of the City's portfolio was 2.47 years.

Traditionally the City has compared the portfolio yield to the 24-month moving average yield of the two-year Treasury Note (Benchmark Yield*). During the month of September, the City evaluated alternate portfolio performance benchmarks in order to establish an independent standard to serve as a measure of the performance of the portfolio and to help guide the maturity structure of the portfolio. The City began using the 24-Month moving average yield of the ICE BaML 0-5 US Treasury Index as an interim benchmark, effective October 1, 2020.

The City's securities portfolio compared to the ICE BaML 0-5 US Treasury Index (Benchmark) was as follows:

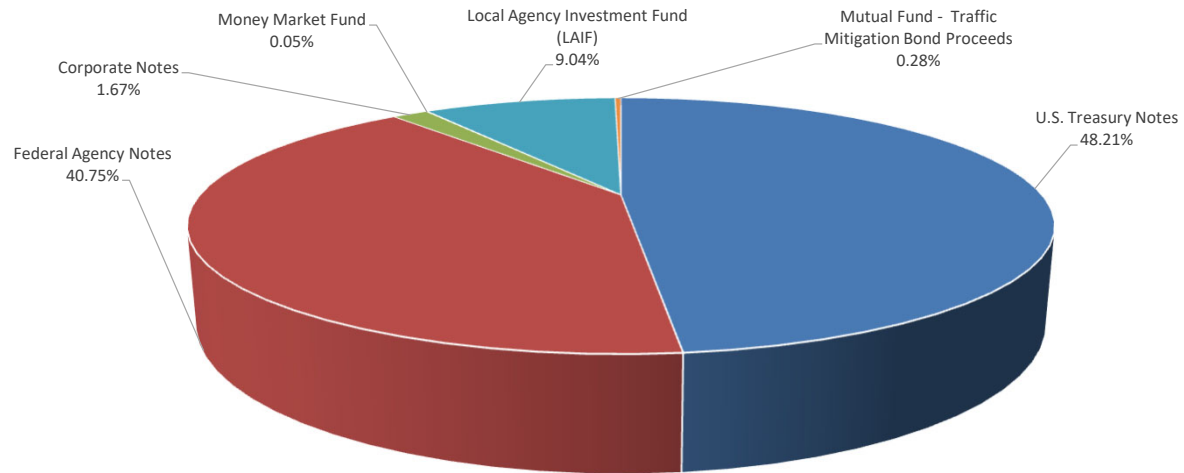
Description	Average Maturity (Years)	Yield to Maturity (At Cost) ¹
Santa Clara Portfolio	2.73	1.68%
Benchmark	2.25	1.37%

1. *Yield to Maturity at Cost: The expected rate of return based on the original cost, annual interest receipts, maturity value, and the time period from purchase date to maturity, stated as a percentage on an annualized basis.*

The Benchmark yield represents the 24-month moving average yield of the ICE BaML 0-5 US Treasury Index.

**CITY OF SANTA CLARA
SUMMARY OF INVESTMENTS OCTOBER 31, 2020**

<u>INVESTMENT TYPE</u>	<u>BOOK VALUE</u>	<u>% OF PORTFOLIO</u>	<u>PER INVESTMENT POLICY</u>
U.S. Treasury Notes	371,077,429	48.21%	No Limit
Federal Agency Notes	313,666,486	40.75%	80%
Corporate Notes	12,864,451	1.67%	15%
Money Market Fund	384,758	0.05%	10% Per Fund
Local Agency Investment Fund (LAIF)	69,577,514	9.04%	\$75 M
Mutual Fund - Traffic Mitigation Bond Proceeds	2,145,996	0.28%	10% Per Fund
TOTAL INVESTMENTS	<u>\$ 769,716,634</u>	<u>100.00%</u>	



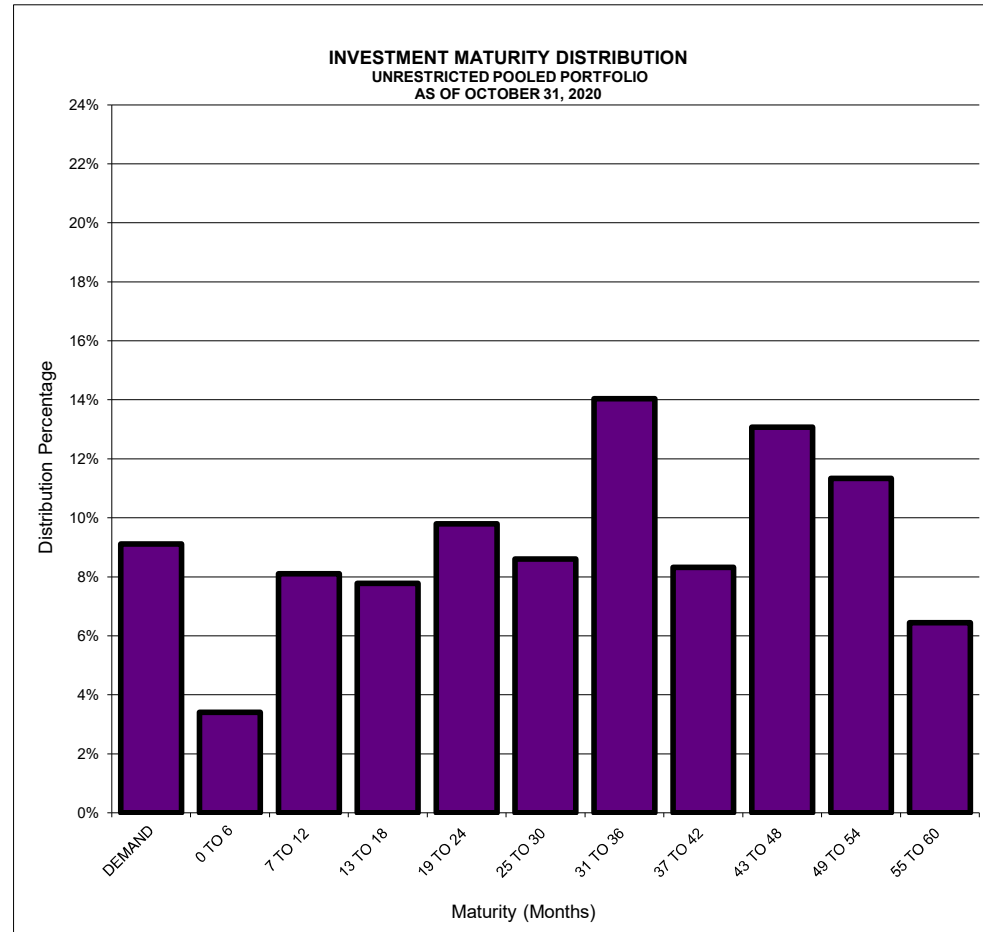
CITY OF SANTA CLARA

**INVESTMENT MATURITY DISTRIBUTION
AS OF OCTOBER 31, 2020
UNRESTRICTED POOLED PORTFOLIO**

MATURITY (IN MONTHS)	BOOK VALUE	NUMBER OF INVESTMENTS	DISTRIBUTION
DEMAND	\$ 69,962,272 (a)	2	9.11%
0 TO 6	26,139,825	5	3.41%
7 TO 12	62,172,786	11	8.10%
13 TO 18	59,708,726	11	7.78%
19 TO 24	75,212,892	13	9.80%
25 TO 30	66,001,633	9	8.60%
31 TO 36	107,806,564	20	14.04%
37 TO 42	63,831,362	13	8.32%
43 TO 48	100,348,170	18	13.07%
49 TO 54	86,987,956	12	11.33%
55 TO 60	49,398,452	6	6.44%
TOTAL	\$ 767,570,638	120	100.00%

Average Maturity of Unrestricted Pool: 2.47 Years

(a) \$20 million is earmarked for the City's Electric Utility power-trading.





Market Inventory

Attachment A

As Of Date: 10/31/2020

Date Basis: Settlement

Run: 11/02/2020 04:55:54 PM

Reporting Currency: Local

City of Santa Clara

INV	CUSIP	Description	Purchase	Maturity	Coupon	Yield TM	Current Par	Current Book	Market Value	Market Price	Unrealized G/L	PRC Source
-----	-------	-------------	----------	----------	--------	----------	-------------	--------------	--------------	--------------	----------------	------------

Inv Type: 0 Wells Fargo - Sweep Account

17411	992995944	Public Institution	09/01/2020	11/01/2020	.002245	.002245	384,757.97	384,757.97	384,757.97	100.000000	0.00	BOOK
				Subtotal	.002245	.002245	384,757.97	384,757.97	384,757.97	100.000000	0.00	

Inv Type: 12 TREASURY NOTES

17296	912828Q37	TREASURY NOTES	02/14/2017	03/31/2021	1.250000	1.803695	5,000,000.00	4,986,831.19	5,022,250.00	100.445000	35,418.81	IDC-FIS
17322	9128284G2	TREASURY NOTES	06/19/2018	04/15/2021	2.375000	2.662058	5,000,000.00	4,993,176.57	5,050,800.00	101.016000	57,623.43	IDC-FIS
17343	912828WR7	TREASURY NOTES	02/19/2019	06/30/2021	2.125000	2.496231	5,000,000.00	4,982,102.85	5,066,000.00	101.320000	83,897.15	IDC-FIS
17369	912828WY2	TREASURY NOTES	10/24/2019	07/31/2021	2.250000	1.621904	10,000,000.00	10,061,409.16	10,156,600.00	101.566000	95,190.84	IDC-FIS
17420	912828YC8	TREASURY NOTES	10/20/2020	08/31/2021	1.500000	.125500	9,860,000.00	9,997,130.52	9,970,925.00	101.125000	-5,777.34	IDC-FIS
17338	912828F3	TREASURY NOTES	01/17/2019	10/15/2021	2.875000	2.543204	5,000,000.00	5,015,822.26	5,129,300.00	102.586000	113,477.74	IDC-FIS
17321	912828U65	TREASURY NOTES	05/22/2018	11/30/2021	1.750000	2.805608	10,000,000.00	9,850,529.23	10,172,700.00	101.727000	322,170.77	IDC-FIS
17306	912828U81	TREASURY NOTES	11/09/2017	12/31/2021	2.000000	1.914991	5,000,000.00	5,006,083.73	5,107,250.00	102.145000	101,166.27	IDC-FIS
17312	912828V72	TREASURY NOTES	02/26/2018	01/31/2022	1.875000	2.530589	5,000,000.00	4,953,458.19	5,107,800.00	102.156000	154,341.81	IDC-FIS
17297	912828J43	TREASURY NOTES	03/03/2017	02/28/2022	1.750000	2.067799	5,000,000.00	4,977,578.17	5,106,450.00	102.129000	128,871.83	IDC-FIS
17334	912828J43	TREASURY NOTES	12/14/2018	02/28/2022	1.750000	2.763338	5,000,000.00	4,928,067.67	5,106,450.00	102.129000	178,382.33	IDC-FIS
17309	912828W89	TREASURY NOTES	01/25/2018	03/31/2022	1.875000	2.368364	5,000,000.00	4,965,058.77	5,121,700.00	102.434000	156,641.23	IDC-FIS
17308	912828X47	TREASURY NOTES	01/22/2018	04/30/2022	1.875000	2.361028	5,000,000.00	4,954,061.22	5,128,900.00	102.578000	174,838.78	IDC-FIS
17300	912828XD7	TREASURY NOTES	06/09/2017	05/31/2022	1.875000	1.772818	5,000,000.00	5,009,716.82	5,135,950.00	102.719000	126,233.18	IDC-FIS
17335	912828XG0	TREASURY NOTES	12/21/2018	06/30/2022	2.125000	2.638411	5,000,000.00	4,951,322.12	5,163,500.00	103.270000	212,177.88	IDC-FIS
17375	912828XG0	TREASURY NOTES	11/25/2019	06/30/2022	2.125000	1.596160	10,000,000.00	10,103,032.29	10,327,000.00	103.270000	223,967.71	IDC-FIS
17394	912828XG0	TREASURY NOTES	03/25/2020	06/30/2022	2.125000	.351460	10,000,000.00	10,352,599.76	10,327,000.00	103.270000	-25,599.76	IDC-FIS
17315	9128282P4	TREASURY NOTES	03/27/2018	07/31/2022	1.875000	2.591504	5,000,000.00	4,932,711.34	5,149,800.00	102.996000	217,088.66	IDC-FIS
17303	912828L24	TREASURY NOTES	09/29/2017	08/31/2022	1.875000	1.913317	5,000,000.00	4,996,355.00	5,156,250.00	103.125000	159,895.00	IDC-FIS
17304	912828L57	TREASURY NOTES	10/06/2017	09/30/2022	1.750000	1.958257	5,000,000.00	4,980,285.46	5,152,150.00	103.043000	171,864.54	IDC-FIS
17318	9128282W9	TREASURY NOTES	04/20/2018	09/30/2022	1.875000	2.739970	5,000,000.00	4,919,252.11	5,163,850.00	103.277000	244,597.89	IDC-FIS
17305	912828M49	TREASURY NOTES	10/31/2017	10/31/2022	1.875000	2.071694	5,000,000.00	4,976,757.82	5,171,100.00	103.422000	194,342.18	IDC-FIS
17307	912828M80	TREASURY NOTES	12/18/2017	11/30/2022	2.000000	2.168858	5,000,000.00	4,980,098.87	5,190,650.00	103.813000	210,551.13	IDC-FIS
17320	912828N30	TREASURY NOTES	05/15/2018	12/31/2022	2.125000	2.835579	10,000,000.00	9,834,650.35	10,423,400.00	104.234000	588,749.65	IDC-FIS
17398	912828Z29	TREASURY NOTES	04/21/2020	01/15/2023	1.500000	.237587	10,000,000.00	10,314,157.91	10,293,800.00	102.938000	-20,357.91	IDC-FIS
17311	912828P38	TREASURY NOTES	02/14/2018	01/31/2023	1.750000	2.566484	5,000,000.00	4,904,738.38	5,177,350.00	103.547000	272,611.62	IDC-FIS
17314	912828P79	TREASURY NOTES	02/28/2018	02/28/2023	1.500000	2.682776	10,000,000.00	9,725,903.61	10,309,000.00	103.090000	583,096.39	IDC-FIS
17317	912828Q29	TREASURY NOTES	04/11/2018	03/31/2023	1.500000	2.624318	10,000,000.00	9,738,640.88	10,319,500.00	103.195000	580,859.12	IDC-FIS
17319	912828R28	TREASURY NOTES	05/09/2018	04/30/2023	1.625000	2.824390	10,000,000.00	9,666,968.22	10,361,300.00	103.613000	694,331.78	IDC-FIS
17323	912828R69	TREASURY NOTES	07/17/2018	05/31/2023	1.625000	2.763323	10,000,000.00	9,682,915.26	10,372,300.00	103.723000	689,384.74	IDC-FIS
17339	912828S35	TREASURY NOTES	01/17/2019	06/30/2023	1.375000	2.549274	5,000,000.00	4,834,585.10	5,158,600.00	103.172000	324,014.90	IDC-FIS
17378	912828S35	TREASURY NOTES	12/18/2019	06/30/2023	1.375000	1.682342	5,000,000.00	4,955,443.62	5,158,600.00	103.172000	203,156.38	IDC-FIS



Market Inventory

Attachment A

As Of Date: 10/31/2020

Date Basis: Settlement

Run: 11/02/2020 04:55:54 PM

Reporting Currency: Local

City of Santa Clara

INV	CUSIP	Description	Purchase	Maturity	Coupon	Yield TM	Current Par	Current Book	Market Value	Market Price	Unrealized G/L	PRC Source
17395	912828S35	TREASURY NOTES	04/01/2020	06/30/2023	1.375000	.285312	10,000,000.00	10,324,925.51	10,317,200.00	103.172000	-7,725.51	IDC-FIS
17326	912828Y61	TREASURY NOTES	09/18/2018	07/31/2023	2.750000	2.899455	5,000,000.00	4,979,197.96	5,350,000.00	107.000000	370,802.04	IDC-FIS
17328	912828Y61	TREASURY NOTES	09/28/2018	07/31/2023	2.750000	2.961654	5,000,000.00	4,970,591.40	5,350,000.00	107.000000	379,408.60	IDC-FIS
17324	912828D1	TREASURY NOTES	09/13/2018	08/31/2023	1.375000	2.867264	5,000,000.00	4,793,045.88	5,167,200.00	103.344000	374,154.12	IDC-FIS
17330	912828T26	TREASURY NOTES	11/14/2018	09/30/2023	1.375000	3.011415	7,500,000.00	7,160,416.48	7,757,850.00	103.438000	597,433.52	IDC-FIS
17340	912828T91	TREASURY NOTES	01/28/2019	10/31/2023	1.625000	2.579465	5,000,000.00	4,843,796.55	5,213,650.00	104.273000	369,853.45	IDC-FIS
17345	912828U57	TREASURY NOTES	02/28/2019	11/30/2023	2.125000	2.496362	5,000,000.00	4,939,083.20	5,295,300.00	105.906000	356,216.80	IDC-FIS
17397	912828U57	TREASURY NOTES	04/20/2020	11/30/2023	2.125000	.263467	5,000,000.00	5,323,727.73	5,295,300.00	105.906000	-28,427.73	IDC-FIS
17346	912828V23	TREASURY NOTES	03/14/2019	12/31/2023	2.250000	2.437027	5,000,000.00	4,969,243.80	5,321,500.00	106.430000	352,256.20	IDC-FIS
17342	912828V80	TREASURY NOTES	02/14/2019	01/31/2024	2.250000	2.524589	5,000,000.00	4,955,092.36	5,328,150.00	106.563000	373,057.64	IDC-FIS
17396	912828529	TREASURY NOTES	04/15/2020	01/31/2024	2.500000	.336639	5,000,000.00	5,375,674.72	5,368,750.00	107.375000	-6,924.72	IDC-FIS
17347	912828W48	TREASURY NOTES	03/20/2019	02/29/2024	2.125000	2.440257	5,000,000.00	4,948,416.27	5,314,650.00	106.293000	366,233.73	IDC-FIS
17352	912828W71	TREASURY NOTES	04/30/2019	03/31/2024	2.125000	2.319173	5,000,000.00	4,968,077.22	5,320,900.00	106.418000	352,822.78	IDC-FIS
17353	912828X70	TREASURY NOTES	05/17/2019	04/30/2024	2.000000	2.202374	5,000,000.00	4,961,874.14	5,305,650.00	106.113000	343,775.86	IDC-FIS
17359	912828WJ5	TREASURY NOTES	08/16/2019	05/15/2024	2.500000	1.428853	5,000,000.00	5,206,218.69	5,396,100.00	107.922000	189,881.31	IDC-FIS
17367	912828WJ5	TREASURY NOTES	10/11/2019	05/15/2024	2.500000	1.498657	5,000,000.00	5,192,709.89	5,396,100.00	107.922000	203,390.11	IDC-FIS
17361	912828XX3	TREASURY NOTES	08/30/2019	06/30/2024	2.000000	1.414330	5,000,000.00	5,112,706.16	5,317,200.00	106.344000	204,493.84	IDC-FIS
17376	9128286Z8	TREASURY NOTES	12/13/2019	06/30/2024	1.750000	1.739161	7,250,000.00	7,252,987.19	7,643,965.00	105.434000	390,977.81	IDC-FIS
17364	912828N9	TREASURY NOTES	09/11/2019	07/31/2024	2.125000	1.556000	5,000,000.00	5,109,042.57	5,346,500.00	106.930000	237,457.43	IDC-FIS
17390	912828U3	TREASURY NOTES	03/11/2020	08/31/2024	1.875000	.621947	5,000,000.00	5,246,412.97	5,304,300.00	106.086000	57,887.03	IDC-FIS
17370	912828Y5	TREASURY NOTES	10/28/2019	09/30/2024	2.125000	1.630859	5,000,000.00	5,094,470.89	5,358,000.00	107.160000	263,529.11	IDC-FIS
17373	9128283D0	TREASURY NOTES	11/19/2019	10/31/2024	2.250000	1.636035	10,000,000.00	10,264,263.00	10,778,100.00	107.781000	513,837.00	IDC-FIS
17379	9128283J7	TREASURY NOTES	01/07/2020	11/30/2024	2.125000	1.617525	5,000,000.00	5,109,238.20	5,369,900.00	107.398000	260,661.80	IDC-FIS
17380	9128283P3	TREASURY NOTES	01/08/2020	12/31/2024	2.250000	1.618632	10,000,000.00	10,271,844.08	10,804,700.00	108.047000	532,855.92	IDC-FIS
17399	912828Z52	TREASURY NOTES	04/23/2020	01/31/2025	1.375000	.365012	5,000,000.00	5,224,986.57	5,224,050.00	104.481000	-936.57	IDC-FIS
17389	9128283Z1	TREASURY NOTES	03/09/2020	02/28/2025	2.750000	.605325	10,000,000.00	10,947,941.11	11,044,500.00	110.445000	96,558.89	IDC-FIS
Subtotal					1.942236	1.884419	369,610,000.00	371,077,428.99	385,447,740.00	104.284987	14,390,739.19	

Inv Type: 21 FHLB MEDIUM TERM NOTES

17282	3130A1W95	FHLB MEDIUM TERM NO	11/18/2016	06/11/2021	2.250000	1.696591	5,000,000.00	5,026,436.97	5,064,200.00	101.284000	37,763.03	IDC-FIS
17387	3130A1W95	FHLB MEDIUM TERM NO	02/26/2020	06/11/2021	2.250000	1.258135	5,000,000.00	5,048,919.75	5,064,200.00	101.284000	15,280.25	IDC-FIS
17286	3130A8QS5	FHLB MEDIUM TERM NO	11/29/2016	07/14/2021	1.125000	1.814259	5,000,000.00	4,967,168.84	5,034,900.00	100.698000	67,731.16	IDC-FIS
17277	313378JP7	FHLB MEDIUM TERM NO	11/01/2016	09/10/2021	2.375000	1.428993	5,000,000.00	5,045,387.15	5,095,550.00	101.911000	50,162.85	IDC-FIS
17341	3130AFFN2	FHLB MEDIUM TERM NO	02/11/2019	12/10/2021	3.000000	2.497201	5,000,000.00	5,036,060.70	5,157,100.00	103.142000	121,039.30	IDC-FIS
17393	313378CR0	FHLB MEDIUM TERM NO	03/16/2020	03/11/2022	2.250000	.716855	5,000,000.00	5,113,435.17	5,141,300.00	102.826000	27,864.83	IDC-FIS
17333	313383WD9	FHLB MEDIUM TERM NO	12/13/2018	09/09/2022	3.125000	2.898026	5,000,000.00	5,021,240.26	5,268,700.00	105.374000	247,459.74	IDC-FIS
17363	3130A3DL5	FHLB MEDIUM TERM NO	09/06/2019	09/08/2023	2.375000	1.527008	5,000,000.00	5,122,736.63	5,302,900.00	106.058000	180,163.37	IDC-FIS
17336	3130A0F70	FHLB MEDIUM TERM NO	01/09/2019	12/08/2023	3.375000	2.727479	5,000,000.00	5,105,256.40	5,481,000.00	109.620000	375,743.60	IDC-FIS



Market Inventory

Attachment A

As Of Date: 10/31/2020

Date Basis: Settlement

Run: 11/02/2020 04:55:54 PM

Reporting Currency: Local

City of Santa Clara

INV	CUSIP	Description	Purchase	Maturity	Coupon	Yield TM	Current Par	Current Book	Market Value	Market Price	Unrealized G/L	PRC Source
17392	3130A3VC5	FHLB MEDIUM TERM NO	03/13/2020	12/08/2023	2.250000	.715013	5,000,000.00	5,264,217.38	5,301,500.00	106.030000	37,282.62	IDC-FIS
17350	3130AB3H7	FHLB MEDIUM TERM NO	04/12/2019	03/08/2024	2.375000	2.380001	5,000,000.00	4,999,141.98	5,335,950.00	106.719000	336,808.02	IDC-FIS
17374	3130A1XJ2	FHLB MEDIUM TERM NO	11/21/2019	06/14/2024	2.875000	1.641007	5,000,000.00	5,236,652.25	5,462,700.00	109.254000	226,047.75	IDC-FIS
17365	3130AGWK7	FHLB MEDIUM TERM NO	09/19/2019	08/15/2024	1.500000	1.644760	5,000,000.00	4,972,299.11	5,230,000.00	104.600000	257,700.89	IDC-FIS
17368	3130A2UW4	FHLB MEDIUM TERM NO	10/17/2019	09/13/2024	2.875000	1.656994	5,000,000.00	5,232,679.87	5,501,050.00	110.021000	268,370.13	IDC-FIS
17391	3130A3GE8	FHLB MEDIUM TERM NO	03/13/2020	12/13/2024	2.750000	.768165	5,000,000.00	5,436,587.50	5,481,050.00	109.621000	44,462.50	IDC-FIS
17400	3130A4CH3	FHLB MEDIUM TERM NO	04/28/2020	03/14/2025	2.375000	.665003	10,000,000.00	10,754,933.71	10,821,800.00	108.218000	66,866.29	IDC-FIS
Subtotal					2.445675	1.557213	85,000,000.00	87,383,153.67	89,743,900.00	105.581059	2,360,746.33	

Inv Type: 22 FHLB COUPON NOTES

17354	3130AGMK8	FHLB COUPON NOTES	06/28/2019	06/28/2024	2.220000	2.220000	5,000,000.00	5,000,000.00	5,056,250.00	101.125000	56,250.00	IDC-FIS
17360	3130AGXF7	FHLB COUPON NOTES	08/26/2019	08/26/2024	1.650000	1.650000	5,000,000.00	5,000,000.00	5,035,050.00	100.701000	35,050.00	IDC-FIS
17371	3130AHGL1	FHLB COUPON NOTES	11/04/2019	11/04/2024	1.875000	1.875000	3,840,000.00	3,840,000.00	3,881,740.80	101.087000	41,740.80	IDC-FIS
Subtotal					1.918353	1.918353	13,840,000.00	13,840,000.00	13,973,040.80	100.961277	133,040.80	

Inv Type: 23 FNMA COUPON NOTE

17270	3136G4BD4	FNMA COUPON NOTE	09/29/2016	03/29/2021	1.350000	1.350000	5,540,000.00	5,540,000.00	5,567,035.20	100.488000	27,035.20	IDC-FIS
Subtotal					1.350000	1.350000	5,540,000.00	5,540,000.00	5,567,035.20	100.488000	27,035.20	

Inv Type: 24 FNMA MEDIUM TERM NOTE

17279	3135G0H55	FNMA MEDIUM TERM NO	11/16/2016	12/28/2020	1.875000	1.584161	625,000.00	625,350.31	626,768.75	100.283000	1,418.44	IDC-FIS
17248	3136G02F7	FNMA MEDIUM TERM NO	06/03/2016	05/07/2021	1.600000	1.474085	2,000,000.00	2,002,411.83	2,015,080.00	100.754000	12,668.17	IDC-FIS
17271	3135G0Q89	FNMA MEDIUM TERM NO	10/11/2016	10/07/2021	1.375000	1.450052	5,000,000.00	4,996,403.95	5,057,350.00	101.147000	60,946.05	IDC-FIS
17329	3135G0S38	FNMA MEDIUM TERM NO	10/11/2018	01/05/2022	2.000000	3.012476	5,000,000.00	4,928,161.93	5,110,600.00	102.212000	182,438.07	IDC-FIS
17310	3135G0T78	FNMA MEDIUM TERM NO	01/29/2018	10/05/2022	2.000000	2.496939	5,000,000.00	4,953,425.00	5,175,600.00	103.512000	222,175.00	IDC-FIS
17377	3135G0V75	FNMA MEDIUM TERM NO	12/18/2019	07/02/2024	1.750000	1.732000	5,000,000.00	5,003,434.04	5,269,350.00	105.387000	265,915.96	IDC-FIS
17404	3135G0V75	FNMA MEDIUM TERM NO	05/15/2020	07/02/2024	1.750000	.377002	10,000,000.00	10,543,934.66	10,538,700.00	105.387000	-5,234.66	IDC-FIS
17382	3135G0X24	FNMA MEDIUM TERM NO	01/23/2020	01/07/2025	1.625000	1.627706	7,500,000.00	7,499,114.91	7,868,325.00	104.911000	369,210.09	IDC-FIS
17401	3135G03U5	FNMA MEDIUM TERM NO	05/08/2020	04/22/2025	.625000	.521429	10,000,000.00	10,045,903.43	10,090,900.00	100.909000	44,996.57	IDC-FIS
17410	3135G04Z3	FNMA MEDIUM TERM NO	07/20/2020	06/17/2025	.500000	.463065	5,000,000.00	5,011,102.78	4,999,750.00	99.995000	-9,200.00	IDC-FIS
Subtotal					1.424005	1.273311	55,125,000.00	55,609,242.84	56,752,423.75	102.952243	1,145,333.69	

Inv Type: 26 FFCB MEDIUM TERM NOTES

17234	3133EFYZ4	FFCB MEDIUM TERM NO	02/18/2016	02/10/2021	1.375000	1.490028	10,000,000.00	9,994,466.74	10,035,000.00	100.350000	40,533.26	IDC-FIS
17386	3133EGYS8	FFCB MEDIUM TERM NO	02/05/2020	04/14/2022	1.400000	1.451035	5,000,000.00	4,996,231.30	5,087,650.00	101.753000	91,418.70	IDC-FIS
17357	3133EKVE3	FFCB MEDIUM TERM NO	07/19/2019	07/19/2022	1.850000	1.889266	5,000,000.00	4,996,208.67	5,142,050.00	102.841000	145,841.33	IDC-FIS
17358	3133EKYJ9	FFCB MEDIUM TERM NO	08/14/2019	08/05/2022	1.850000	1.643841	5,000,000.00	5,019,985.46	5,145,750.00	102.915000	125,764.54	IDC-FIS



Market Inventory

Attachment A

As Of Date: 10/31/2020

Date Basis: Settlement

Run: 11/02/2020 04:55:54 PM

Reporting Currency: Local

City of Santa Clara

INV	CUSIP	Description	Purchase	Maturity	Coupon	Yield TM	Current Par	Current Book	Market Value	Market Price	Unrealized G/L	PRC Source
17366	3133EHM91	FFCB MEDIUM TERM NO	10/08/2019	11/01/2022	2.080000	1.440040	1,800,000.00	1,828,040.51	1,867,914.00	103.773000	39,873.49	IDC-FIS
17316	3133EJGU7	FFCB MEDIUM TERM NO	03/29/2018	12/16/2022	2.710000	2.638022	5,000,000.00	5,008,434.54	5,266,600.00	105.332000	258,165.46	IDC-FIS
17332	3133EJSD2	FFCB MEDIUM TERM NO	11/29/2018	06/19/2023	2.890000	2.983126	5,000,000.00	4,987,007.52	5,349,900.00	106.998000	362,892.48	IDC-FIS
17381	3133ELHZ0	FFCB MEDIUM TERM NO	01/17/2020	07/17/2023	1.600000	1.610620	5,000,000.00	4,998,457.95	5,185,300.00	103.706000	186,842.05	IDC-FIS
17327	3133EJWV7	FFCB MEDIUM TERM NO	09/18/2018	08/14/2023	2.900000	3.000958	5,000,000.00	4,985,981.41	5,369,800.00	107.396000	383,818.59	IDC-FIS
17331	3133EJD48	FFCB MEDIUM TERM NO	11/28/2018	10/02/2023	3.050000	3.024022	7,575,000.00	7,580,331.07	8,192,514.00	108.152000	612,182.93	IDC-FIS
17355	3133EHN25	FFCB MEDIUM TERM NO	06/27/2019	11/01/2023	2.200000	1.866116	2,965,000.00	2,998,072.60	3,137,563.00	105.820000	139,490.40	IDC-FIS
17348	3133EKBW5	FFCB MEDIUM TERM NO	03/21/2019	02/27/2024	2.610000	2.466241	5,000,000.00	5,023,484.31	5,385,600.00	107.712000	362,115.69	IDC-FIS
17362	3133EKHV1	FFCB MEDIUM TERM NO	09/05/2019	07/22/2024	2.450000	1.384069	5,000,000.00	5,205,358.59	5,395,700.00	107.914000	190,341.41	IDC-FIS
17372	3133EK4Y9	FFCB MEDIUM TERM NO	11/12/2019	11/01/2024	1.650000	1.806956	5,000,000.00	4,966,368.61	5,260,950.00	105.219000	294,581.39	IDC-FIS
17406	3133ELJM7	FFCB MEDIUM TERM NO	05/19/2020	01/23/2025	1.650000	.555648	7,320,000.00	7,675,110.92	7,712,718.00	105.365000	37,607.08	IDC-FIS
17405	3133ELZM9	FFCB MEDIUM TERM NO	05/18/2020	05/14/2025	.500000	.534983	10,000,000.00	9,983,355.56	10,033,700.00	100.337000	50,900.00	IDC-FIS
17408	3133ELH23	FFCB MEDIUM TERM NO	06/17/2020	06/09/2025	.500000	.505008	10,000,000.00	9,998,651.11	10,028,200.00	100.282000	30,660.00	IDC-FIS
Subtotal					1.795005	1.649036	99,660,000.00	100,245,546.87	103,596,909.00	103.950340	3,353,028.80	

Inv Type: 27 FFCB COUPON NOTES

17409	3133ELR71	FFCB MEDIUM TERM NO	07/15/2020	07/02/2025	.500000	.464007	10,000,000.00	10,019,445.56	10,023,300.00	100.233000	5,660.00	IDC-FIS
Subtotal					.500000	.464007	10,000,000.00	10,019,445.56	10,023,300.00	100.233000	5,660.00	

Inv Type: 28 FHLMC MEDIUM TERM NOTES

17388	3134G9M20	FHLMC MEDIUM TERM N	02/26/2020	07/26/2021	1.875000	1.275218	5,000,000.00	5,029,592.64	5,062,850.00	101.257000	33,257.36	IDC-FIS
17402	3137EAER6	FHLMC MEDIUM TERM N	05/11/2020	05/05/2023	.375000	.277020	5,000,000.00	5,014,753.33	5,018,000.00	100.360000	3,455.00	IDC-FIS
17413	3137EAEW5	FHLMC MEDIUM TERM N	09/04/2020	09/08/2023	.250000	.243909	3,215,000.00	3,215,587.09	3,215,771.60	100.024000	184.51	IDC-FIS
17414	3137EAEW5	FHLMC MEDIUM TERM N	09/04/2020	09/08/2023	.250000	.261009	4,295,000.00	4,293,582.65	4,296,030.80	100.024000	2,448.15	IDC-FIS
17419	3137EAEY1	FHLMC MEDIUM TERM N	10/16/2020	10/16/2023	.125000	.249878	5,920,000.00	5,897,918.40	5,897,918.40	99.627000	0.00	IDC-FIS
17407	3137EAEP0	FHLMC MEDIUM TERM N	05/21/2020	02/12/2025	1.500000	.526022	5,000,000.00	5,215,927.22	5,229,050.00	104.581000	13,122.78	IDC-FIS
17418	3137EAEX3	FHLMC MEDIUM TERM N	09/25/2020	09/23/2025	.375000	.435992	9,390,000.00	9,361,736.10	9,322,955.40	99.286000	-38,780.70	IDC-FIS
Subtotal					.664231	.473508	37,820,000.00	38,029,097.43	38,042,576.20	100.588515	13,687.10	

Inv Type: 29 FHLMC COUPON NOTES

17351	3134GTKG7	FHLMC COUPON NOTES	05/03/2019	05/03/2024	2.600000	2.600000	3,000,000.00	3,000,000.00	3,029,010.00	100.967000	29,010.00	IDC-FIS
Subtotal					2.600000	2.600000	3,000,000.00	3,000,000.00	3,029,010.00	100.967000	29,010.00	

Inv Type: 35 CORPORATE MEDIUM TERM NOTES

17417	06053FAA7	BANK OF AMERICA COR	09/15/2020	07/24/2023	4.100000	.522842	4,070,000.00	4,506,134.42	4,451,603.20	109.376000	-30,891.30	IDC-FIS
17415	904764BJ5	UNILEVER CAPITAL C	09/14/2020	09/14/2023	.375000	.417979	660,000.00	659,155.20	662,415.60	100.366000	3,260.40	IDC-FIS
17416	46647PBS4	JPMORGAN CHASE & CO	09/16/2020	09/16/2024	.653000	.653000	2,675,000.00	2,675,000.00	2,676,658.50	100.062000	1,658.50	IDC-FIS



Market Inventory

Attachment A

As Of Date: 10/31/2020

Date Basis: Settlement

Run: 11/02/2020 04:55:54 PM

Reporting Currency: Local

City of Santa Clara

INV	CUSIP	Description	Purchase	Maturity	Coupon	Yield TM	Current Par	Current Book	Market Value	Market Price	Unrealized G/L	PRC Source
17412	478160CN2	JOHNSON & JOHNSON	09/03/2020	09/01/2025	.550000	.454509	5,000,000.00	5,024,161.11	5,032,700.00	100.654000	9,150.00	IDC-FIS
Subtotal					1.805938	.517847	12,405,000.00	12,864,450.73	12,823,377.30	103.372651	-16,822.40	

Inv Type: 99 LOCAL AGENCY INVESTMENT FUND

16059		STATE OF CA DEMAND	09/30/1997	11/01/2020	.938756	.938756	69,577,514.02	69,577,514.02	69,577,514.02	100.000000	0.00	BOOK
Subtotal					.938756	.938756	69,577,514.02	69,577,514.02	69,577,514.02	100.000000	0.00	

Inv Type: 315 MUTUAL FUNDS-DREYFUS

16064		DREYFUS TREASURY CA	10/31/1997	11/01/2020	.016418	.016418	2,145,995.55	2,145,995.55	2,145,995.55	100.000000	0.00	BOOK
Subtotal					.016418	.016418	2,145,995.55	2,145,995.55	2,145,995.55	100.000000	0.00	

Grand Total				Count 121	1.759405	1.569351	764,108,267.54	769,716,633.63	791,107,579.79	103.533441	21,441,458.71	
-------------	--	--	--	-----------	----------	----------	----------------	----------------	----------------	------------	---------------	--

FY 2020/21 Budget Amendments

General Fund (001)

Department/Item	Source of Funds	Use of Funds	Explanation
Community Development - Contractual Services		80,000	Increases the Community Development Department's contractual services budget to add funding for consulting services to assist the City with the development of an Affordable Housing Ordinance. This cost is offset by a reduction to the Advanced Planning Fee Reserve.
Community Development - Salaries		(1,333)	As a participating agency in the Certified Local Governments (CLG) Program, the City received a one-time grant award in the amount of \$5,000 from the Office of Historic Preservation due to excess funding in the National Park Service Historic Preservation Grant. In order to receive this grant award, the City is required to provide a 40% City match in the amount of \$3,333 that can be matched with staff time. While \$2,000 has already been appropriated in the Engineering Operating Grant Trust Fund, an additional \$1,333 is needed for the full City match amount. This action decreases salaries funding in the Community Development Department and reallocates it to the Engineering Operating Grant Fund to cover the 40% City match. There is corresponding action in the Engineering Operating Grant Fund to recognize and appropriate this grant match funding.
Transfer to the Engineering Operating Grant Trust Fund		1,333	This action increases the transfer to the Engineering Operating Grant Fund to provide the remaining matching funds required for the Certified Local Government (CLG) Grant.
Advanced Planning Fee Reserve		(80,000)	Decreases the Advanced Planning Fee Reserve to provide funding for consulting services to support the development of an Affordable Housing Ordinance.

- -

FY 2020/21 Budget Amendments

Engineering Operating Grant Trust Fund (144)

Department/Item	Source of Funds	Use of Funds	Explanation
Transfer from the General Fund - Community Development Department / Certified Local Government (CLG) Grant City Match	1,333	1,333	As a participating agency in the Certified Local Governments (CLG) Program, the City received a one-time grant award in the amount of \$5,000 from the Office of Historic Preservation. In order to receive this grant award, the City is required to provide a 40% City match totaling \$3,333 that can include staff time and overhead costs. While \$2,000 has been appropriated, an additional \$1,333 is still required for the full match amount. This action recognizes a transfer of the remaining \$1,333 from the General Fund to provide the 40% City match and allocates funding towards staff time to support the CLG Grant Program.
	1,333	1,333	

Convention Center Enterprise Fund (860)

Department/Item	Source of Funds	Use of Funds	Explanation
Transfer to the Convention Center Capital Fund		190,395	Establishes a transfer from the Convention Center Enterprise Fund to the newly established Convention Center Capital Fund. These funds are the capital investment funds provided by the Convention Center's food and beverage operator and will fund building repairs, upgrades, renovations, and maintenance.
Levy Ending Fund Balance		(190,395)	Decreases the fund balance related to the Convention Center's food and beverage operator's capital improvement investment. It is recommended that these funds be transferred to the newly established Convention Center Capital Fund.
	-	-	

FY 2020/21 Budget Amendments

Convention Center Capital Fund (865)

Department/Item	Source of Funds	Use of Funds	Explanation
Transfer from the Convention Center Enterprise Fund / Convention Center Repairs and Renovations Project	190,395	190,395	Recognizes a transfer from the Convention Center Enterprise Fund to a newly established Convention Center Capital Fund. These funds are the capital investment funds provided by the Convention Center's food and beverage operator. This funding is recommended to be appropriated in the new Convention Center Repairs and Renovations Project to cover costs related to building repairs, upgrades, renovations, and maintenance.
Transfer from the Public Buildings Capital Fund / Convention Center Repairs and Renovations Project	4,059,000	4,059,000	Recognizes a transfer from the Public Buildings Capital Fund to a newly established Convention Center Capital Fund. These funds have been carried over from prior year appropriations related to the capital investment contributed by both the City and the Convention Center's management vendor. This funding is recommended to be consolidated in the new Convention Center Repairs and Renovations Project.
	4,249,395	4,249,395	

Public Buildings Capital Fund (538)

Department/Item	Source of Funds	Use of Funds	Explanation
Transfer to the Convention Center Capital Fund		4,059,000	Establishes a transfer to the newly established Convention Center Capital Fund. This is in an effort to consolidate all capital funding and costs related to the Convention Center under a central allocation for transparency and tracking purposes.
Convention Center Condition Assessment Repairs Project		(4,059,000)	Eliminates the appropriation for the Convention Center Condition Assessment Repairs Project. This funding will be reallocated to the newly created Convention Center Repairs and Renovations Project in the new Convention Center Capital Fund.
	-	-	



Agenda Report

21-1404

Agenda Date: 1/12/2021

REPORT TO COUNCIL

SUBJECT

Action on a Resolution Authorizing the City Manager to Procure, Negotiate and Execute Amendments, Change Orders, and New Agreements with Various Vendors as Required to Complete Emergency Repairs and Maintenance at the Gianera Generating Station, in an Aggregate Amount Not-to-Exceed \$2,567,736

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

The City of Santa Clara's Electric Utility, Silicon Valley Power (SVP) operates three power generation facilities within the city limits: the Donald Von Raesfeld Power Plant, the City of Santa Clara Cogeneration Plant, and the Gianera Generating Station. The Gianera Generation Station consists of two General Electric Frame 5 gas turbines, each in simple cycle producing a combined 48 Megawatts (MW).

On October 13, 2020, staff began troubleshooting a series of protection system trips caused by excessive vibrations on the #2 generator at Gianera (Gianera Unit 2). Staff took several actions to remedy the vibration issue and ultimately secured support from one of SVP's existing specialty contractors, Electrical Maintenance Consultants (EMC), to evaluate whether this issue was under warranty. Another existing contractor, Reliability Optimization, Inc. (ROI), was brought on-site and confirmed that the excessive vibrations are real and not an instrumentation issue. ROI also identified potential causes and optional solutions. None of those solutions were successful in bringing Gianera Unit 2 online.

Subsequent vibration analysis and visual inspection has determined issues with both the Generator and Accessory Gearbox. As a result, Gianera Unit 2 is unavailable for dispatch to meet power and Resource Adequacy (RA) needs of the City due to the potential for further equipment damage up to and including catastrophic failure of major components of the Turbine, Generator, and Accessory Gearbox. SVP staff estimates that without Gianera Unit 2's availability, SVP is experiencing an economic loss of up to \$10,000 per day because RA provided by Gianera Unit 2 is not available and needs to be purchased from the market.

On December 16, 2020, Council adopted a Resolution authorizing the City Manager to negotiate and execute amendments, change orders, and new agreements with various vendors as required to complete all repairs at the Gianera Generating Station, in an aggregate amount not-to-exceed \$1,000,000. The resolution also directed staff to provide Council with a report on contracts awarded and work performed once the repairs have been completed.

While the engine was shut down for the gear box issue, staff initiated routine inspections and maintenance. On December 14, 2020, it was discovered that the Generator rotor on Unit 2 had suffered damage due to the sustained, elevated vibrations leading up to the October 13th forced outage. The rotor insulation blocking has become loose, leading to an unsafe operating condition. Continued operation could lead to severe equipment damage and possible unscheduled/forced outage. This work was additional scope beyond what was previously identified.

In order to repair the additional issues that were discovered, staff recommends increasing the authorization from \$1,000,000 to \$2,567,736. This amount is based on quotes submitted by two contractors - EMC and Applied Power Group (APG) with additional contingency to support unexpected issues that continue to be anticipated as work proceeds. This funding authorization will permit staff to complete all necessary repairs to bring the engine back online avoiding further damage and minimizing economic loss.

DISCUSSION

There are two primary components to support activities needed to safely bring the Gianera plant back online: (1) Inspection and Repair of the Gearbox and (2) Inspection and Repair of Generator Rotor. Inspection and Repair of Generator Rotor requires shipment to a specialty factory for repairs. Due to long lead times for specialized parts and materials, these activities will take place in parallel where possible. Staff has taken a number of actions within existing contract authority covering initial mobilization, Inspection services, and long lead time parts procurement needs required to minimize the overall duration of the forced outage on Gianera Unit 2 currently in effect.

Inspection and Repair of Gearbox:

A purchase order has been issued to Applied Power Group (APG) to support the inspection and repair of the gearbox. APG is a new contractor to the City and was recommended by Northern California Power Authority (NCPA) for Turbine/Generator repairs. APG will subcontract with local contractors where needed as well as with the original manufacturer of the gearbox (Philadelphia Gear). Staff has issued a purchase order to include services necessary to initiate work activity needed to order parts and materials with a long lead time. With additional authority, staff will revise that purchase order to include the full scope of work. The complete scope of work associated with this activity is anticipated not to exceed \$822,954 plus tax and includes:

- Disassembly (removal of instruments and external equipment from gear box to permit on-site inspection)
- On-site inspection by Philly Gearbox
- Installation of new bearings
- Refurbish and replace components within the generator, gearbox, load coupling, and potentially turbine enclosure along with alignment and general mechanical labor associated with the drivetrain
- Perform all activities including inspection, cleaning, alignments, readings, and tagging using best practices to assure the generator is restored safely without damage

Removal and Repair of Generator Rotor:

A purchase order has been issued to Electrical Maintenance Consultants (EMC) to support the removal, shop repair, and reinstallation of the generator rotor. Repairs will take place in a specialty facility. A purchase order in the amount of \$553,902.50 was issued and includes:

- Removal of the generator rotor and shipping to a specialty facility

- Support services such as scaffolding and crane services
- Repairs including new insulation blocking, retaining rings, and other condition-based refurbishment required to return the rotor to service.

Due to long lead times for specialized parts, staff has taken actions within the current authorization to procure critical parts. Additional needs to bring the generator into service include: Rotor rewind, cleaning, and reinstallation including associated support services. The cost of these services is currently estimated at \$650,000. Staff anticipates including that activity in the purchase order issued to EMC. The rotor rewind was included as a capital project to occur in Fiscal Year 2022 - 2023. As a result of this activity, that project scheduled for Fiscal Year 2022 - 2023 will no longer be needed.

The total cost of work currently scoped is estimated at \$2,067,736. An additional authorization of \$500,000 (total authorization of \$2,567,736) is requested for additional unanticipated repairs, parts, services, or other needs that may be identified as the project progresses.

Staff requests the Council's approval of an expedited process and authorization for the City Manager to authorize purchase orders, execute amendments, change orders, and emergency agreements (as needed) for the specific purpose of completing all repairs at the Gianera Generating Station increasing the current authorization from \$1 million to \$2,567,736. Typically, staff would negotiate contract amendments with current vendors, or competitively procure services where new agreements are needed. However, that process can take up to several months and, depending on the contract amount(s), may require City Council approval. In this situation, the typical competitive procurement is infeasible given the Council's meeting schedule, the holiday season, and the emergency nature of the work.

This authorization will not be used for any purpose other than to facilitate the completion of all repairs at the Gianera Power Plant related to the outage and resulting unanticipated maintenance. SVP will coordinate closely with the Purchasing Division of the Finance Department as well as the City Attorney's Office to negotiate agreements with terms acceptable to the City, including obtaining reasonable pricing and ensuring compliance with applicable prevailing wage and bonding requirements. Where possible, staff will work with existing contractors but, due to the unknown cause of the issue, staff may need to identify and execute agreements with new vendors. Any requirements resulting in new agreements shall be procured pursuant to the City's purchasing rules for emergency procurements. Additional work shall not commence prior to the execution of required contractual documents. Staff will provide the Council with a report on the emergency repairs once they have been completed. Based on timelines for shipment of parts and materials, this is anticipated to occur around April, 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)(4) in that it is a fiscal activity that does not involve commitment to a specific project which may result in potential significant impact on the environment.

FISCAL IMPACT

Funds for all repairs and related costs will come from the Major Engine Overhaul and Repair capital project budgeted in the Electric Utility Capital Fund.

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to negotiate and execute amendments, change orders, and new agreements with various vendors as required to complete all repairs and maintenance at the Gianera Generating Station, in an aggregate amount not-to-exceed \$2,567,736 and directing staff to provide Council with a report on contracts awarded and work performed once the repairs have been completed.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer

Approved by: Deanna J. Santana, City Manager

ATTACHMENT

1. Resolution - Gianera Emergency Repairs and Maintenance

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA
AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND
EXECUTE AMENDMENTS, PURCHASE ORDERS, CHANGE
ORDERS, AND NEW AGREEMENTS WITH VARIOUS VENDORS
AS REQUIRED TO COMPLETE EMERGENCY REPAIRS AND
MAINTENANCE AT THE GIANERA GENERATING STATION, IN
AN AGGREGATE AMOUNT NOT-TO-EXCEED \$2,567,736**

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

WHEREAS, the City of Santa Clara's Electric Department, Silicon Valley Power The City of Santa Clara's Electric Utility, Silicon Valley Power (SVP) operates three power generation facilities within the city limits: the Donald Von Raesfeld Power Plant, the City of Santa Clara Cogeneration Plant, and the Gianera Generating Station;

WHEREAS, on October 13, 2020, staff began troubleshooting a series of protection system trips caused by excessive vibrations on the #2 generator at the Gianera Generating Station (Gianera Unit 2);

WHEREAS, subsequent vibration analysis and visual inspection has determined issues with both the Generator and Accessory Gearbox and Gianera Unit 2 is unavailable for dispatch to meet power and resource adequacy needs of the City due to the potential for further equipment damage up to and including catastrophic failure of major components;

WHEREAS, on December 16, the City Council authorized the City Manager to negotiate and execute amendments, change orders, and new agreements with various vendors as required to complete all repairs at the Gianera Generating Station, in an aggregate amount not-to-exceed \$1,000,000;

WHEREAS, while the engine was shut down for the gear box issue, staff initiated routine inspections and maintenance and, on December 14, 2020, it was discovered that the Generator rotor on Unit 2 had suffered damage due to the sustained, elevated vibrations leading up to the October 13th forced outage. The rotor insulation blocking has become loose, leading to an unsafe operating condition. Continued operation could lead to severe equipment damage and

possible unscheduled/forced outage. This work was additional scope beyond what was previously identified;

WHEREAS, SVP staff estimates that without Gianera Unit 2's production, SVP is experiencing economic loss of up to \$10,000 per day because power that could be produced by Gianera Unit 2 needs to be purchased on the market;

WHEREAS, SVP would typically negotiate contract amendments with current vendors or competitively procure services with new vendors to bring the Gianera Generating Station back online, but that process can take up to several months and depending on the contract amount(s), may require City Council approval; and

WHEREAS, in this situation, the typical competitive procurement is infeasible given the Council's meeting schedule and the emergency nature of the work.

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

1. The City Council of the City of Santa Clara does hereby authorize the City Manager to negotiate and execute amendments, change orders, and new agreements with various vendors as required to complete all repairs at the Gianera Generating Station, in an aggregate amount not-to-exceed \$2,567,736 (an increase of \$1,567,736 from the previous authorization).
2. This authorization shall not be used for any purpose other than to facilitate the completion of all repairs at the Gianera Power Plant related to the outage and resulting unanticipated maintenance.

///

///

///

///

///

///

3. Upon completion of the work at the Gianera Generating Station, the City Manager shall prepare a report for the Council on the contracts awarded and work performed.

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 _____, 2021, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

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



Agenda Report

21-897

Agenda Date: 1/12/2021

REPORT TO COUNCIL

SUBJECT

Action on Appointment of Members to the Bicycle and Pedestrian Advisory Committee

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

The Bicycle Advisory Committee (BAC) was established by City Council in May 1991 to act as an advisory body to City Council for the development of safe bicycle lanes on City streets. In March 2014, by City Council action, the BAC's name and role was changed to become the Bicycle and Pedestrian Advisory Committee (BPAC). It is a committee composed of nine members and is presently chaired by Councilmember Karen Hardy, with Councilmember Raj Chahal as the alternate. The BPAC represents a cross section of Santa Clara's bicycling and pedestrian community, contributing their knowledge to the City regarding bicycle and pedestrian-related issues and projects.

DISCUSSION

Members serve for three-year terms with the option to apply for additional terms. The terms for members Ken Kratz and Thanh Do expire on December 31, 2020, and only member Kratz indicated that he was interested in serving another term. The BPAC membership openings were advertised on the City's website, social media, the City's channel 15, and on Silicon Valley Bicycle Coalition's social media channels to allow potential candidates to apply for membership. Seven membership applications were received from Lloyd Cha, Margaret Horoszko, Chris Howden, Issa Ibrahim, Ken Kratz, Perry Penvenne, and Atisha Varshney (Attachment 1). After receipt, Chris Howden and Perry Penvenne withdrew their applications, which resulted in five candidates being considered for two vacancies.

The existing procedure for BPAC membership is for the BPAC to accept applications and advise Council on the appointment of new members. At the December 10, 2020 BPAC meeting, Committee members voted to recommend to the City Council that Lloyd Cha and Atisha Varshney be appointed to serve, with terms expiring on December 31, 2023.

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 additional cost to the City other than staff time and expense.

COORDINATION

This item was coordinated with the City Attorney's Office, the BPAC, and the Silicon Valley Bicycle Coalition.

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>>. In addition, this item was discussed at the City's BPAC meeting on December 10, 2020.

RECOMMENDATION

Appoint Lloyd Cha and Atisha Varshney to serve three-year terms on the Bicycle and Pedestrian Advisory Committee, expiring on December 31, 2023.

Reviewed by: Craig Mobeck, Director of Public Works

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. BPAC Membership Applications

APPLICATION
BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE
CITY OF SANTA CLARA

Submit to: Marshall Johnson, Traffic Engineering
1500 Warburton Avenue
Santa Clara, CA 95050
Tel: (408) 615-3023 Fax: (408) 985-7936
Email: MJohnson@santaclaraca.gov

(Any information provided will be public record)

Name: Lloyd Cha

Address*: Saratoga, CA

Telephone: Work () Home [REDACTED]

Email LCCHA-SC@CLOUD901.com

Present employer: NVIDIA

Employer address*: 2731 San Tomas Expressway, Santa Clara, CA (physical address)

Job Title: Infrastructure Architect

Please answer the following questions. If you need additional space, please attach additional sheets.

1. State reasons why you want to become a member of this Committee: As a regular bicycle commuter, I am interested in encouraging more people to adopt the bicycle as a means of transportation. As a member of the community, I see the potential of bicycling in bringing people together. I'm interested in serving on this committee to see how I can contribute to making bicycling more accessible and welcoming to everyone.
2. What specific objectives you would be working toward as a member of this Committee: Increasing the use of bicycles as mode of transportation. Improving safety for all modes of transportation, including walking and bicycling.
3. Describe your bicycling history: I am a regular bicycle commuter and a frequent participant and volunteer on community and social bicycle rides. In a typical (i.e. not 2020) year, I ride about 5000 miles on my bicycles, mostly for commuting and local transportation. I use my bicycle for shopping and to attend events at Levi's Stadium, so I'm familiar with the various challenges involved. I do some recreational road riding as well. I am League Certified Instructor with the League of American Bicyclists.
4. Describe your community involvement: I volunteer primarily with Silicon Valley Bicycle Coalition and San Jose Bike Party. I'm very familiar with the local roads from all the riding I've done on them, and I frequently assist with the creation of routes for group rides. I also volunteer with Turning Wheels for Kids.

5 Special interests/hobbies/talents: Photography

6. Any other information that you feel would be useful to the Committee in reviewing your application: I am hopeful that

I can bring useful perspectives to this committee based on my riding experience as a commuter and my volunteer experience with our diverse community.

**Applicants must either be a resident of Santa Clara or work within Santa Clara.*

APPLICATION
BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE
CITY OF SANTA CLARA

Submit to: Marshall Johnson, Traffic Engineering
1500 Warburton Avenue
Santa Clara, CA 95050
Tel: (408) 615-3023 Fax:(408) 985-7936
Email: MJohnson@santaclaraca.gov

(Any information provided will be public record)

Name: Margaret Horoszko

Address: [REDACTED], Santa Clara, CA 95051

Telephone: Work/Home ([REDACTED])
Cell ([REDACTED])

Email horoszko@sbcglobal.net or margaretnpeter@gmail.com

Present employer: Self-employed

Employer address*: Same as above

Job Title: Graphic Designer

Please answer the following questions. If you need additional space, please attach additional sheets.

1. State reasons why you want to become a member of this Committee: I am interested in this committee because I would like to give input regarding pedestrian and cycling issues. I live in district 3 and with continued building and construction in my area and other parts of Santa Clara it will be important to make sure there are safe avenues for bikers and pedestrians in the future. As more people work from home, residents will need safe sidewalks, bike lanes, crosswalks and other avenues to get around town.

2. What specific objectives you would be working toward as a member of this Committee:
I would like to help make Santa Clara a bike and pedestrian-friendly city. My hope would be to help make sure that there are adequate pathways for bikes, pedestrians and automobiles to travel safely while sharing the road. I think it will be important to address bike safety along high speed roads like the El Camino, Great America Parkway and Central Expressway. I think it is also important to have good access to new areas of potential growth and popularity like the Franklin Mall area and Cal Train Station area. I think as more young professionals work from home, the demographics may shift somewhat. For example, I would encourage my young adults to bike to Mission College once in person school happens. But at certain times, October (around Halloween) and potential 49er games I would be very concerned

about safe travel along Great America Parkway for bikers and pedestrians. I think also keeping streets and bike paths well lit may also encourage more bike and foot traffic. With the continued growth and building in Santa Clara it will be important to keep all travel options available.

1. Describe your bicycling history: Currently I do more walking than biking since I have two dogs. When I do bike I tend to take routes that I know have lower traffic on them and ideally a specified bike lane. I used the stationary bike exercise at the gym weekly (now I use a trainer at home). I have ridden but walk more often on the San Tomas Aquino Trail and I like to go to Ulistac and walk and/or ride bikes. I also like Baylands Park near Twin Creeks for hiking and biking.

I grew up in Santa Cruz and rode my bike often to work and later as a teen with a drivers license I rode a moped to work.

4. Describe your community involvement: I am the Membership Director for Santa Clara Sister Cities Association currently. Last summer I traveled to Japan with 4 students to Izumo, Japan as a chaperone and adult representative of Santa Clara Sister Cities. I am a member of Santa Clara Lawn Bowl and I volunteer two afternoons a week at the American Cancer Society Discover Shop in Sunnyvale. Most recently I have been helping out with the Parade of Champions group and helped with different events and promotions to raise money and market the parade, and this year the virtual parade. I also am volunteering with Sewing 4 Good, an organization that provides gowns and surgical caps for essential workers in the medical or dental field.

I was an active PTSA parent at Adrian Wilcox High School and was Snack Shack Coordinator for two years. I also attended Dads, Grads and Moms meetings since I helped out in the Snack bar and this group played an integral part in the smooth running of this fundraising effort. In 2017 and 2018 my eldest daughter was a member of Santa Clara Vanguard Cadets and I traveled as a sewing/parent volunteer with them for about 10-12 days in the summer when they went to compete in the Midwest. Prior to COVID, I also helped Derek Bryant at the Eddie Souza Community Garden for community events.

5. Special interests/hobbies/talents: I like beach camping, gardening, ceramics, and DIY projects. My degree from college was in Graphic Design and I enjoy all types of arts and crafts. I like to exercise and be outdoors. As a teen I also used to ride a unicycle!

6. Any other information that you feel would be useful to the Committee in reviewing your application: All three of my now young adults previously attended Washington Open through fifth grade. My two daughters attended Discovery Charter School for middle school and my son attended Peterson Middle School. All three of my children attended Adrian Wilcox High School. I have always tried to stay active in my kid's education and participation has always been a key part of that equation.

**Applicants must either be a resident of Santa Clara or work within Santa Clara.*

Submit to: Marshall Johnson, Traffic Engineering
1500 Warburton Avenue
Santa Clara, CA 95050
Tel: (408) 615-3023 Fax: (408) 985-7936
Email: MJohnson@santaclaraca.gov

ms
159a

APPLICATION
BICYCLE ADVISORY COMMITTEE
CITY OF SANTA CLARA

Submit to: Marshall Johnson, Traffic Engineering
1500 Warburton Avenue
Santa Clara, CA 95050
Tel: (408) 615-3023
Fax: (408) 985-7936
Email: MJohnson@santacalaraca.gov

(Any information provided will be public record)

Name: Ken Kratz
Address: [REDACTED]
Telephone: Work () [REDACTED] Home: [REDACTED]
Email kskratz@yahoo.com
Present employer: retired
Job Title:

Please answer the following questions. If you need additional space, please attach additional sheets.

1. State reasons why you want to become a member of this Committee: I want to continue my membership on the committee because I want to continue to improve cycling and pedestrian conditions and programs in the City of Santa Clara.
2. What specific objectives you would be working toward as a member of this Committee. To improve cycling and pedestrian conditions so that more people will want to ride bicycles and walk to destinations in the city rather than drive their car. To help the committee find solutions to reduce the crash rates involving bicyclists and pedestrians. (see more below)
3. Describe your bicycling history: I commuted to work by bicycle for twenty-five years. For six years during that period, I bicycled, walked and took public transit for all my personal transportation needs for six years; I did not own an automobile during that time. I repair my own bicycles. I have completed an introductory bicycle riding skills class with the League of American Bicyclists. I also walk in the City for leisure and shopping. I occasionally use a bicycle trailer as a shopping cart.
4. Describe your community involvement: I organized and volunteered at a popular non-profit bicycle repair clinic club in East Palo Alto from 1994 to 2007. I helped at several CSC Bike to Work Day events. (see more below)
5. Special interests/hobbies/talents: I have a special interest in the history of bicycling and human powered vehicles, bicycle technology, and roadway improvements as well as city planning and transit history (see more below)

6. Any other information that you feel would be useful to the Bicycle Advisory Committee in reviewing your application: I have lived in Santa Clara for forty years and in the Santa Clara Valley for fifty-five years. I have many fond memories of cycling around the valley, including a ride to the top of Mount Hamilton and many rides to Santa Cruz over the Santa Cruz mountains while I was in a high school cycling club. In college, I used a bicycle to commute to and from the university campus.

I have an A.B. degree in Environmental Design, major in Architecture, from U.C. Berkeley. I was a Public Works Inspector for Santa Clara for twenty-five years, and I am familiar with roadway and bike path construction and maintenance. I inspected the construction of phase one and two of the San Tomas Aquino Creek Trail while employed at the City.

Further Information:

2. (continued)

To improve cycling conditions, I will continue to advocate for:

- more space on our streets devoted to cycling,
- lower speed limits on our streets,
- more facilities for parking and storing bicycles on public and private property,
- way-finding signs,
- an enhanced city web presence, and
- programs to serve cyclists and pedestrians, particularly communities of concern and women.

To create more space on our streets for cyclists, I have submitted to the BPAC for review a project to temporarily install bicycle lanes on the El Camino Real. Also, I have suggested locations for bicycle lanes on streets where motor vehicle lanes can be narrowed to provide room for bicycle lanes.

To help cyclists and pedestrians find their way around the city, I helped the BPAC Subcommittee on Way-finding to select cycling and pedestrian routes, including preparing drawings for sign locations. This project, if installed, will direct cyclists and pedestrians to destinations within the City, particularly places of employment, public parks, schools, colleges, business districts, shopping areas, historic places, the San Tomas Aquino Creek Trail, and cross-city travel. I am also a member of the BPAC Subcommittee on Web Presence to investigate more connectivity to information about cycling and pedestrian infrastructure and programs in the City.

Because youths are one of our city's largest population of cyclists and pedestrians, the Safe Routes to School program, a program that educates youth about safely walking and cycling to school, should be continued. We need to review the efficacy of that program by periodically reviewing the crash statistics for those age groups, if available, from the police department.

To identify other programs to assist cyclists, the BPAC should recommend that the City

continue to apply to the Bicycle Friendly Program offered by the League of American Bicyclists (LAB). BPAC needs to continually assess our current facilities and programs, as well as explore needed improvements identified by the LAB. I would like to attain the next level in that LAB program, the Silver rating.

To assist the City staff in investigating and applying for all these projects and programs, the LAB suggests, and I will continue to advocate for, a full time bicycle and pedestrian coordinator to be hired by the City. The coordinator can be the sole staff member assisting the BPAC and can update the bicycle and pedestrian plans, thus saving the city a good deal of money. He/she can also evaluate our present cycling and pedestrian infrastructure and programs and investigate funding. This could involve government grants, public/private partnerships, and taxing strategies in order to accomplish committee goals more quickly.

4. (continued)

Bike to Work Day: I not only volunteered to help distribute promotional items at several Bike to Work Day events, but also provided minor bicycle repairs to the public during the event. That experience has led me to think about additional trail enhancements that the BPAC may want to consider, such as repair stations, repair station shelters, more drinking fountains, restrooms, benches, and more pedestrian bridges to connect businesses on the east side of the creek to the trail. As a member of BPAC, I suggested that the BPAC recommend to the City Council to send a letter to the Santa Clara Valley Water District to save the popular Intel pedestrian bridge. This was done.

Cycling club: I was the secretary of the Major Taylor Cycling Club of East Palo Alto, a non-profit 501(c) 3 organization, for thirteen years; unfortunately the club has closed. The club operated a twice-monthly bicycle repair clinic for the youth of that city at no charge to the participants; over four thousand (4,000) participants attended during that period.

Club members, all volunteers, assisted youths in the repair and maintenance of their bicycles and taught riding skills. Repairs were accomplished by reusing bicycle parts from salvaged bicycles that were headed for the dump. I helped develop and oversee all programs, and I constructed all the necessary infrastructure to support the programs, such as tables, tethered tools, tool carts, and storage facilities. I also provided free lunches to the members and youth volunteers. One notable program was the "Earn a Bike" program.

The club also attended and helped at bicycle rodeos and parades sponsored by East Palo Alto, and we attended and provided logistical support for a bicycle reuse event sponsored by the County of San Mateo. Our club's achievements were recognized by the City of East Palo Alto and the County of San Mateo, in large part due to our providing services not available in the private sector.

To read more about the club's activities, visit these Websites:

<https://www.sfgate.com/bayarea/article/Bikes-kids-both-get-fixed-3132554.php> and
<http://www.cyclecalifornia.com/MTCC.html> and
https://www.paloaltoonline.com/weekly/morgue/news/1995_Oct_25.MTCC.html

5. (continued)

I have read many books on bicycling, bicycle technology, road improvement history, transit history, and city planning. In my introductory class on Environmental Design at U.C. Berkeley, I was required to read Jane Jacob's book *The Death and Life of American Cities*. The book made me aware of appropriate design of city blocks, their appropriate length, optimum sidewalk widths, the need for a mix of activities, and the siting of transit stops for the convenience of pedestrians and public transit patrons.

APPLICATION
BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE
CITY OF SANTA CLARA

Submit to: Marshall Johnson, Traffic Engineering
1500 Warburton Avenue
Santa Clara, CA 95050
Tel: (408) 615-3023 Fax: (408) 985-7936
Email: MJohnson@santacalaraca.gov

(Any information provided will be public record)

Name: Atisha Varshney

Address*: [REDACTED], Santa Clara, CA 95054

Telephone: Work ([REDACTED]) Home()

Email aatishavarshney@gmail.com

Present employer: Self Employed

Employer address*: _____

Job Title: Founder, Forward City Labs: Urban Development Strategy

Please answer the following questions. If you need additional space, please attach additional sheets.

1. State reasons why you want to become a member of this Committee:

I am an urban designer and landscape architect by trade. I want to bring my professional skill to my community. There is a close relationship between land use, transportation and sustainability. As member of BPAC, I will make sure all capital improvement projects and private development are aligned towards a safer, sustainable and progressive Santa Clara.

2. What specific objectives you would be working toward as a member of this Committee:

To increase community awareness towards benefits biking, making biking safer for 6yr old and promoting policy to encourage behavioral changes.

I would like to work with school districts and get youth involved

3. Describe your bicycling history: _____

I am an active bicycler myself using all the beautiful trail in North Santa Clara. Professionally I have worked on specific plans, capital improvement projects and recreation masterplans proposing forward looking bike and ped design.

4. Describe your community involvement: _____

I have been in Santa Clara for 2 years only. In this short time, I am active in the downtown planning process, member of SVBAC, actively participate in planning process as citizen and also involved in regional planning dialogue through SPUR, ULI and APA.

5. Special interests/hobbies/talents: Arts and community building

6. Any other information that you feel would be useful to the Committee in reviewing your application: _____

**Applicants must either be a resident of Santa Clara or work within Santa Clara.*



Agenda Report

21-503

Agenda Date: 1/12/2021

REPORT TO COUNCIL

SUBJECT

Action on Change Order No. 4 for the Serra Substation Rebuild Project Contract No. 2104 with the Newtron Group and Related Additional Authorization

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

On January 14, 2020 Council awarded Public Works contract (Contract No. 2104A) for the Serra Substation Construction Project (Project) to the Newtron Group for the bid price of \$4,987,510 plus a 10% contingency of \$498,751 for a total authorized contract amount \$5,486,261. The Serra Substation Construction Project is a rebuild of the existing Substation, which has obsolete equipment nearing the end of its useful service life. The rebuild will allow Silicon Valley Power (SVP) to continue to provide service to customers while improving service reliability and system redundancy. 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 site is physically constrained within the current lease of the property owner. The Public Works Contract consists of all required work to reconstruct the Serra substation at the existing location along Lawrence Expressway.

DISCUSSION

The Project is currently under construction with a focus on preparing the site for the arrival of the switchgear sections, transformers and breakers. Staff is requesting authorization to execute Change Order No. 4 to replace existing wood transmission poles with steel self-supporting transmission poles to mitigate field conflicts with new underground structures. Change Order No. 4 increases the authorized funding amount by \$715,512 for a contract total of \$6,201,773. Due to the confined construction area and associated COVID-19 work requirements, staff recommends using the Newtron Group as the prime contractor for this additional work activity. Use of multiple contractors working within the same work perimeter is logistically infeasible due to scheduling and workspace conflicts, especially when COVID-19 work requirements are considered. In addition, this change order will allow construction to be completed sooner, thereby reducing construction noise for the adjacent residential neighborhood and reducing project costs related to leasing the construction staging area. An earlier energization of Serra Substation will allow SVP to shift customers back to the Serra Substation, which reduces the risk that an outage would impact a large number of residential customers in the southwest section of the City.

In addition to the work associated with replacement of transmission poles, COVID-19 caused delays to procurement and delivery of City furnished switchgear and breakers has delayed the contractors schedule and increased Project costs. Staff is also mitigating impacts of unforeseen underground

utility and site conflicts which have required design changes within the constraints of the current land lease. Due to these issues the approved change orders to date and potential change orders are projected to consume the 10% authorized construction contingency. Significant uncertainty remains as the City was notified on November 20th that the facility manufacturing the breakers to be used at this site has been impacted by COVID-19 and, therefore, further schedule and cost impacts are anticipated. This uncertainty and the need to energize Serra Substation to restore the electric system to its normal reliable configuration before next summer, staff is requesting authorization for additional contingency for the contract in the amount of \$375,000 for a total contingency of \$873,751.

ENVIRONMENTAL REVIEW

The actions being considered are exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines sections 15301(c) Class 2 - Replacement or Reconstruction) because this involve the replacement or reconstruction of existing utility systems involving negligible or no expansion of capacity.

FISCAL IMPACT

The proposed Change Order No. 4 would increase the project cost by \$715,512 and the contingency amount would increase by \$375,000, resulting in a new not-to-exceed contract total of \$6,576,773. Sufficient funds are available in the Adopted FY 2020/21 Capital Improvement Program Budget in the Serra Substation Rebuild CIP Project.

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

1. Authorize the City Manager to execute Change Order No. 4 for the Serra Substation Construction Project (Contract No. 2104A) with the Newtron Group in an amount up to \$715,512.; and
2. Authorize the City Manager to execute additional change orders for a total contingency authorization of up to \$873,751 and a total not-to-exceed amount of \$6,576,773 for Contract No. 2104A.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer
Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Proposed Change Order No. 4
2. RTC 20-647 - Action on the Award of the Public Works Contract for the Serra Substation Construction Project

DOCUMENT 00690
PUBLIC WORKS CONTRACT CHANGE ORDER

PUBLIC WORKS CONTRACT CHANGE ORDER NO. 4

(Per City of Santa Clara Public Works Agreement)

This Change Order is issued after the Effective Date of the Agreement and modifies the terms of the Agreement. It is signed by Contractor, and Owner and authorizes the addition(s), deletion(s) or revision(s) in the Work described in the Agreement and/or provides for an adjustment in the Contract Price and/or the Contract Times included in the Agreement.

PROJECT NAME: Serra Substation Construction Project
CITY CONTRACT NO. 2104A

OWNER: CITY OF SANTA CLARA, CALIFORNIA
CONTRACTOR: Newtron Group

Contractor is directed to make the following changes in the Contract Work and/or Contract Times: Add the Installation of Steel Poles HS41 and SB01 Scope which includes Shoo-Fly Addition. See attached Schedule of unit values.

CHANGE IN CONTRACT PRICE:

Original Contract Price: \$ 4,987,510.00.

CHANGE IN CONTRACT TIMES:

Original Contract Times: **3/16/20**

Substantial Completion Date: **12/17/20**

Ready for Final Payment Date: **3/25/21**

Net Change all Previous Change Order(s) (No. 1 to No.3)

\$283,200.24

Net Changes all Previous Change Orders (No.1 to No. 1)

Substantial Completion: **+104** Number of Days (+/-)

Ready for Final Payment: **+104** Number of Days (+/-)

Revised Contract Price Prior to This Change Order:

\$5,270,710.24

Revised Contract Times Prior to This Change Order

Substantial Completion Date: 1/22/21

Ready for Final Payment Date: 5/1/21

Net Change This Change Order:

\$715,511.53

Net Change in Contract Time Per This Change Order:

Substantial Completion Date: 0 Number of Days (+/-)

Ready for Final Payment Date: 0 Number of Days (+/-)

Revised Contract Price After This Approved Change Order:

\$5,986,221.77

Revised Contract Times After This Approved Change Order:

Substantial Completion Date: 3/30/2021

Ready for Final Payment Date: 7/8/2021

The Parties to this negotiated Contract modification ("Change Order") acknowledge and agree that this Change Order amends the Contract between the City and Contractor and changes the Contract Documents to adjust the Contract Price, Contract Time, or both. A significant element of the consideration between the Parties which formed the basis for this Change Order is that it includes all of the costs related to the changes in the Scope of Work to be performed by the Contractor. As an integral part of the consideration for this Change Order, any Work performed or to be performed as a result of this Change Order and any direct or indirect costs related to such Work (including, but not limited to, any and all home office overhead, special overhead, delay costs, costs incurred due to lost efficiency or contract delays of any kind) have been included in the Description of Changes to be made, above. The Parties agree that all other terms and conditions included in the Contract Documents and all previous Change Orders which have not been addressed in this Change Order shall remain unchanged and continue in full force and effect. This Change Order may be executed in counterparts, each of which when executed shall constitute a duplicate original. By signing below, Contractor affirms under penalty of perjury under the laws of the State of California that this Change Order is a true and correct claim for necessary additional work, and is not a false claim under Government Code § 12650 et seq.

**ENGINEER OR ASSISTANT DIRECTOR
Recommended:**

By: _____

Date: _____

**DEPARTMENT HEAD
Recommended:**

By: _____

Date: _____

**CONTRACTOR
Accepted and Agreed:**

By: _____

Contractor
(Authorized Signature)

Date: _____

Email Address: _____

**ENGINEER OF RECORD
Recommended:**

By: _____

Engineer
(Authorized Signature)

**CITY OF SANTA CLARA
Approved:**

By: _____

City Manager

Attest: _____

City Clerk

Approved as to Form:

City Attorney

Date: _____
The Effective Date of this Change Order

S:\Attorney\AGREEMENTS\Change Orders\Change Order Template SVP.doc [rev. 10/2/14]

*THIS PAGE
WAS
INTENTIONALLY
LEFT BLANK*



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:

Engineer's Estimate	\$ 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>> 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

21-730

Agenda Date: 1/12/2021

REPORT TO COUNCIL

SUBJECT

Action on Various Agreements for Silicon Valley Power (SVP), authorize the City Manager to:

1. Execute Amendment No. 2 to the Agreement with Flynn Resource Consultants for Transmission Analysis Support;
2. Execute Amendment No. 1 to the Agreement with Milton Security Group, Inc. for Information Technology Support Services;
3. Execute Amendment No. 1 to the Master Construction Agreement with Hot Line Construction, Inc. for Electric Utility Overhead Services;
4. Execute an Agreement with Daniel L. Sun Inc. DBA Sun-Net Consulting for Implementation and Support of Transmission Outage Application Software; and
5. Add or delete services consistent with the scope of the agreements, and allow future rate adjustments subject to request and justification by contractor, approval by the City, and the appropriation of funds.

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

To meet its mission and goals, the City of Santa Clara's Electric Department, Silicon Valley Power (SVP), requires a variety of specialized services, including:

- Consulting Services related to Transmission Analysis Support, California Independent System Operator (CAISO) issues, Pacific Gas and Electric Company (PG&E) issues, Congestion Revenue Rights (CRRs) and Litigation Support Action, currently provided by Flynn Resource Consultants Inc. (Flynn);
- Technology Support Services including Network and Security Operations Center, Support for Advanced Metering Infrastructure (AMI), Support for OSIsoft PI software (OSIPI), and Support for SharePoint software, currently provided by Milton Security Group, Inc. (Milton);
- Construction Services for Electric Utility Overhead Facilities, currently provided by Hot Line Construction (Hot Line); and
- Implementation and Support of Transmission Outage Application software (iTOA) provided by Sun-Net Consulting (Sun-Net).

DISCUSSION

Flynn Resource Consultants, Inc. - Transmission Analysis Support

SVP has contracted with Flynn Resource Consultants, Inc. to provide engineering and economic consulting services. Services provided by Flynn include, but are not limited to:

- Assisting SVP staff to acquire and manage California Independent System Operator (CAISO) Congestion Revenue Rights (CRRs) in hedging short and long-term congestion;
- Conducting engineering and economic studies for SVP staff with regard to transmission interconnection issues with neighboring utility Pacific Gas & Electric Company (PG&E);
- Updating and re-designing certain SVP scheduling and settlement systems;
- Providing transmission system planning and operations analysis and recommendations;
- Assisting SVP with North American Electric Reliability Corporation (NERC) and Western Electricity Coordinating Council (WECC) mandatory reliability standards compliance; and
- Supporting SVP's efforts in evaluating and implementing on-going CAISO market initiatives and policy designs, including potential implementation of more granular Load Aggregation Point (LAP) pricing, potential updates of the methodology behind the Transmission Access Charge (TAC), Resource Adequacy (RA) requirements changes, and integrated and adjacent Balancing Authority Area (BAA) issues.

The current Agreement with Flynn expires on December 31, 2020. Staff issued a request for Statements of Qualifications (SOQ) for Transmission System Analysis and Other Engineering Consultant Services on November 3, 2020. One response to the SOQ was received from the incumbent. Staff at SVP has confirmed that the response met minimum requirements from the SOQ and the Purchasing Division of the Finance Department is negotiating an agreement which will be forwarded to Council before this proposed amendment expires. Extension of the current agreement will allow sufficient time to complete the proposal award, contract negotiation, and contract authorization.

Staff is requesting approval to extend the current Agreement through April 30, 2021, and increase maximum compensation by \$500,000 to a new maximum compensation amount of \$3,170,000. Services will be provided at the current contracted rates. Staff will return to Council prior to April 30, 2021 to seek approval of the new agreement with the successful proposer.

Milton Security Group, Inc. - Information Technology Support Services

SVP operates a significant and diverse technology portfolio for critical infrastructure. This portfolio must be maintained 24 hours per day 7 days per week in compliance with North American Electric Reliability Corporation (NERC) Standards as well as industry best practices, especially those associated with maintaining a secure and reliable network. SVP's network includes secured and encrypted radio data transmissions and fiber interconnections, designed and built into a robust cybersecurity platform protecting the operations of the utility. Additionally, SVP operates proprietary and integrated technology such as Advanced Metering Infrastructure (AMI), OSIsoft Plant Information software (PI), and SharePoint.

SVP currently contracts with Milton Security Group, Inc. (Milton) to support this critical infrastructure in conformance with ongoing changes to technology and the information technology security landscape. The Agreement with Milton expires on December 31, 2020. SVP is currently going through a competitive RFP process that will result in a new agreement. This RFP included four packages and bidders had the option to bid on any of the four packages. Six proposers responded across the four packages. For two of the packages (AMI and PI), Milton was the only bidder. The Purchasing Division has issued a pre-award letter and is currently negotiating a contract with Milton.

Staff is requesting approval to extend the term of the Agreement with Milton to April 30, 2021, and increase maximum compensation by \$240,000 to a new maximum compensation amount of \$640,000, to ensure that there is no disruption in these critical services while staff completes the competitive process. Milton has agreed to maintain their hourly rates at the rates in place since the previous agreements were executed. Staff will return to Council prior to April 30, 2021 to seek approval of the new agreement with the successful proposer.

Hot Line Construction - Electric Utility Overhead Facilities Master Construction Agreement:

On April 18, 2017 Council approved the specifications and advertisement for bid for the Electric Utility Overhead Facilities Master Construction Agreement (Public Works Contract 2420A). At that time, two bids were received and Hotline Construction, Inc. was the low bidder for this contract. A construction contract was awarded on July 11, 2017. The cost of the proposed Public Works Contract No. 2420A was based on per unit pricing and the number of projects per year. Under this unit-price based contract with work provided on a call order basis Hot Line provides distribution overhead re-conductoring, utility pole and cross arm replacement and other related tasks that help to maintain the integrity of the Electric Department's infrastructure. The contract with Hot Line Construction was anticipated not to exceed \$1,000,000 annually during a three-year term. As of November 30, 2020, SVP has spent less than \$1,600,000. Therefore, staff anticipates the previously authorized funding of \$3,000,000 will be sufficient for this additional two-year period. After three years with fixed rates, the contractor has requested a rate increase of three percent. Staff has determined this increase is consistent with increases in prevailing wage rates and increases in construction costs for this area.

Sun-Net Consulting - Implementation and Support of Transmission Outage Application:

In April 2015, City Council approved a Performance of Services Agreement with Daniel L. Sun Inc. dba SunNet Consulting (Sun-Net) and a Software License Agreement to purchase and configure the Transmission Outage Application (TOA) Suite. In December 2017, the TOA software was upgraded to the latest version of the integrated Tools and Operations Application (iTOA). Since that time, SVP has expanded the use of this technology to:

- Migrate from paper logbook to an electronic log book. The electronic log book provides a user interface which facilitates compliance, allows SVP to implement new tools, and improves efficiency. The iTOA software is currently being used for distribution and transmission operations, for improved system logging, and improved workflow and documentation.
- Develop the Generation Module of the iTOA Suite to ensure compliance with Log Book standards and implement Best Management Practices. The California Public Utilities Commission implemented the "Log Book Standards" to streamline compliance using an

electronic log book. Further, the electronic paper log will allow for management to readily, trend, view, search, and share data through secure remote multi-device/mobile uses. This is a vital component of properly operating and maintaining power generation assets and directly affects asset reliability and reporting metrics.

As a next step to improve use of the iTOA system, staff recommends entering into a new Agreement with Sun-Net adding the following to the use of iTOA:

- Migration of the full iTOA platform including all SVP data to SQL Server and cloud hosting. Migration to SQL ensures ease of maintenance, troubleshooting, patching and eliminates the necessity for the development of a hosting environment to support Oracle. The OS/soft PI Interface exports qualified system event data into iTOA for critical and various compliance related events. This migration includes a one-time cost of \$63,000 and ongoing costs of \$39,000 - \$44,000 annually.
- Implement an Outage Coordination Application Programming Interface (API). This API allows a two way exchange of transmission outage requests, approvals, information, studies, and status between SVP and SVP's Reliability Coordinator of record in compliance with NERC standards (RC West). RC West is responsible for the oversight and coordination of operations of registered entities' the impact the Transmission Network within the RC footprint to support the requirements of NERC Standards TOP-002-4 and TOP-003-3. The one-time cost of this implementation is \$51,000.
- Six-years of cloud hosting and iTOA support and maintenance from the time of acceptance of the solution through the end of the six year period of cloud hosting. These services include:
 - Cloud Hosting Fees using Microsoft Azure;
 - 24 x 7 Maintenance and Support for the iTOA solution including: Cloud server maintenance, resolution of issues with iTOA solution and interfaces, respond to user questions;
 - Support for changes and enhancements up to 300 hours in the first year and 80 hours per year after first year. Unused hours are rolled over each year; and
 - A software escrow. A software escrow service provides the City with access to vendor's source code and protects SVP in the event that Sun-Net abandons the solution. This is a common practice for software licenses.

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 commitment to a specific project which may result in potential significant impact on the environment.

FISCAL IMPACT

The cost of these proposed agreements are as follows:

Flynn Resource Consultants: The proposed Amendment No. 2 to the Agreement for the Performance of Services with Flynn will extend the term of the agreement until April 30, 2021 and increase the not-to-exceed compensation amount by \$500,000 to a total maximum compensation of \$3,170,000. Sufficient funds are available in the Amended FY 2020/21 Operating Budget in the Electric Utility Operating Fund Contractual Services account.

Milton Security Group: The proposed Amendment No. 1 will extend the term of the agreement until April 30, 2021 and increase the cost of the agreement by \$240,000 to a total maximum compensation of \$640,000. Sufficient funds are available in the Amended FY 2020/21 Operating Budget in the Electric Utility Operating Fund Contractual Services account.

Hot Line Construction: Staff recommends extending the term of this agreement authorizing call orders to be issued through July 31, 2022 with no change to the contract value of \$3,000,000, subject to budget appropriations. Sufficient funds are available in the Adopted FY 2020/21 & FY 2021/22 Biennial Capital Improvement Program Budget in the New Business Estimate Work CIP Project.

Sun-Net Consulting: Staff recommends entering into an Agreement with Sun-Net with a term of six (6) years and a maximum compensation of \$478,174, subject to budget appropriations. Sufficient funds for the implementation and migration (\$114,000) as well as the first year maintenance cost of \$74,460 totaling \$188,460 are available in the Adopted FY 2020/21 & FY 2021/22 Biennial Capital Improvement Program Budget in the Operations and Planning Technology CIP Project.

Funds required for these agreements in future years will be included in proposed budgets for corresponding years.

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

1. Authorize the City Manager to execute Amendment No. 2 to the Agreement with Flynn Resource Consultants, Inc. to extend the term of the Agreement to April 30, 2021, and increase maximum compensation by \$500,000 to a new not-to-exceed amount of \$3,170,000;
2. Authorize the City Manager to execute Amendment No. 1 to the Agreement for Services with Milton Security Group, Inc. to extend the term of the Agreement to April 30, 2021 and increase maximum compensation by \$240,000 to a new not-to-exceed amount \$640,000;
3. Authorize the City Manager to execute Amendment No. 1 to the Master Construction Agreement with Hot Line Construction, Inc. to extend the term of the Agreement to July 31, 2022 with no change to maximum compensation;
4. Authorize the City Manager to execute an Agreement for the Performance of Services with Daniel L. Sun Inc. DBA Sun-Net Consulting in an amount not to exceed \$478,174 and a term of

six years; and

5. Authorize the City Manager to add or delete services consistent with the scope of the agreements, and allow future rate adjustments subject to request and justification by contractor, approval by the City, and the appropriation of funds.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Original Agreement with Flynn Resource Consulting
2. Original Amendment No. 1 with Flynn Resource Consulting
3. Proposed Amendment No. 2 with Flynn Resource Consulting
4. Original Agreement with Milton Security
5. Proposed Amendment No. 1 with Milton Security
6. Original Agreement with Hot Line Construction
7. Proposed Amendment No. 1 with Hot Line Construction
8. Proposed Agreement with Sun-Net Consulting



AGENDA REPORT

Date: September 22, 2015

To: City Manager for Council Action

From: Director Electric Utility

Subject: Approval of an Agreement for the Performance of Services with Flynn Resource Consultants Inc., for Consulting Services Related to Transmission Analysis, California Independent System Operator, Congestion Revenue Rights Support for the Electric Resource Division

EXECUTIVE SUMMARY

Flynn Resource Consultants, Inc. (Flynn RCI) supports the Silicon Valley Power (SVP) Resources Division with consulting services for transmission issues through City and regional efforts with the Bay Area Transmission Group (BAMx). Flynn RCI was recently selected through a Request for Proposals conducted by the Northern California Power Agency (NCPA) for their specific knowledge and skills related to the California Independent System Operator (CAISO) and utility systems to support BAMx. Based on NCPA's selection process and Flynn RCI's in-depth knowledge of the SVP system, staff proposes to enter into an Agreement for the Performance of Services with Flynn RCI to continue to analyze the capability and limitations of the existing transmission system specific to SVP. Using Flynn RCI for both BAMx and SVP support enhances the coordination between local and regional efforts and reduces costs. Tasks may include: conducting power flow and short circuit studies, studying the financial impact of transmission and generation projects and Congestion Revenue Rights proposed by SVP and others over a four year period. A copy of an Agreement for the Performance of Services with Flynn Resource Consultants Inc. can be viewed on the City's website or is available in the City Clerk's Office for review during normal business hours.

ADVANTAGES AND DISADVANTAGES OF ISSUE

This Agreement will provide staff the required support to assure that adequate and cost-effective transmission is available to meet the needs of SVP and its customers. Assuring that the City is represented effectively requires the highly specialized expertise, knowledge and resources available from Flynn RCI.

ECONOMIC/FISCAL IMPACT

The total cost of this Agreement shall not exceed \$480,000.00 for the first year and the total cost of this Agreement will not exceed \$1,440,000.00 in future budget appropriations for a total of \$1,920,000.00 over the four year period. Sufficient funds are available in the Electric Department's Contractual Services/Not Classified account 091-1356-87870-[F]92300 (\$330,000.00) and Capital Project System Short Circuit Fault Duty Reduction account, 591-1361-80100-2106-[F]34100 (\$150,000.00).


RECOMMENDATION


That the Council approve, and authorize the City Manager to execute, an Agreement for the Performance of Services with Flynn Resource Consultants Inc., in an amount not to exceed \$480,000.00 for the first year, with a total not to exceed \$1,920,000 over the four year term of the Agreement, for consulting services related to Transmission Analysis, California Independent System Operator, Congestion Revenue Rights Support for the Electric Resource Division.


John C. Roukema
Director Electric Utility

Certified as to Availability of Funds: *OK*
091-1356-87870 \$ 330,000.00
591-1361-80100-2106 \$ 150,000.00

APPROVED:


Julio J. Fuentes
City Manager


for Gary Ameling
Director of Finance/
Assistant City Manager

MAJORITY VOTE OF COUNCIL

Documents Related to this Report:

- 1) Agreement for the Performance of Services with Flynn Resource Consultants, Inc.

CITY OF SANTA CLARA
AGENDA MATERIAL ROUTE SHEET

Council Date: September 22, 2015

SUBJECT: Approval of an Agreement for the Performance of Services with Flynn Resource Consultants Inc., for Consulting Services Related to Transmission Analysis, California Independent System Operator, Congestion Revenue Rights Support for the Electric Resource Division

PUBLICATION REQUIRED:

The attached Notice/Resolution/Ordinance is to be published ____ time(s) at least ____ days before the scheduled meeting/public hearing/bid opening/etc., which is scheduled for ____, 2015

AUTHORITY SOURCE FOR PUBLICATION REQUIREMENT:

Federal Codes:

Title _____ U.S.C. _____
 (Titles run 1 through 50)

California Codes:

Code _____ § _____
 (i.e., Government, Street and Highway, Public Resources)

Federal Regulations:

Title _____ U.S.C. _____
 (Titles run 1 through 50)

California Regulations:

Title _____ California Code of Regulations § _____
 (Titles run 1 through 28)

City

City Charter § _____ (i.e., 1310. Public Works Contracts. Notice published at least once at least ten days before bid opening)

City Code § _____

1. As to City Functions, by _____
2. As to Legality, by _____
3. As to Environmental Impact Requirements, by _____
4. As to Substance, by _____

John C. Bouheyne
 Department Head

John C. Bouheyne
 City Attorney's Office / CAO Assignment No 15.1164

 Director of Planning and Inspection

Shirley A. Jenkins
 City Manager

21

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
FLYNN RESOURCE CONSULTANTS, INC.**

PREAMBLE

This agreement for the performance of services ("Agreement") is by and between Flynn Resource Consultants Inc., a California corporation, with its principal place of business located at 5440 Edgeview Drive, Discovery Bay, CA 94505 ("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. The minimum standard of appearance, organization and content of the documents 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 four (4) years after 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) 261-3012

And to Contractor addressed as follows:

Flynn Resource Consultants Inc.
5440 Edgeview Drive
Discovery Bay, CA 94505
or by facsimile at (888) 634-7509

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. In the event of litigation, the prevailing Party shall recover its reasonable costs of suit, expert's fees, and attorney's fees. 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 INTEREST

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.

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:



RICHARD E. NOSKY, JR.
City Attorney

ATTEST: 

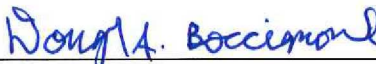
ROD DIRIDON, JR.
City Clerk

Dated: 9/22/2015


JULIO J. FUENTES
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

FLYNN RESOURCE CONSULTANTS, INC.
a California corporation

Date: 8-6-15


By: DOUGLAS A. BOCCIGNONE
Title: Chief Financial Officer
Address: 5440 Edgeview Drive
Discovery Bay, CA 94505
Telephone: (888) 634-0222
Fax: (888) 634-7509
"CONTRACTOR"

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
FLYNN RESOURCE CONSULTANT, INC.**

EXHIBIT A

SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are to provide California Independent System Operator (CAISO), Congestion Revenue Rights (CRR), Pacific Gas and Electric Company (PG&E) and Litigation Support and Transmission Analysis Support as follows:

Flynn will assist Silicon Valley Power's (SVP) California Independent System Operator (CAISO) and Pacific Gas and Electric Company (PG&E) related activities, including but not limited to Congestion Revenue Rights (CRR) management support, Integrated Balancing Authority Areas (IBAA) issues, California market issues, Potential Additional Participating Transmission Owners (PTO) in the CAISO BAA, Metered Subsystem (MSS) issues and litigation support services related to those issues. Flynn may evaluate items including a) IBAA price impacts on SVP's ownership share of the COTP and SVP's Base Resource purchases from Western, b) potential implementation of more granular Load Aggregation Point (LAP) pricing, c) implementation of marginal losses under LMP, d) impact of PacifiCorp and potential other non-CAISO entities joining the CAISO BAA as PTOs, e) Resource Adequacy/Local Capacity/Flexible Capacity Obligations, f) hedging short and long-term congestion, g) Renewable Portfolio Standard requirements, h) updating and/or re-designing of scheduling and settlement systems, and i) potential interconnection and Existing Transmission Contract (ETC) issues with PG&E.

Flynn will also assist SVP's need for expert transmission system impact analysis to analyze the capability and limitations of the existing transmission system, such as analyzing potential additions to the generation or transmission system that will increase reliability and/or decrease transmission costs and/or increase the ability to meet SVP's local capacity/deliverability obligations. Flynn activities may include a) conducting power flow or short circuit studies, b) studying the financial impact of proposed generation and transmission projects, c) working with SVP, CAISO and PG&E on transmission impact studies, d) assisting SVP in the development and implementation of transmission or generation projects, and e) advising on CAISO transmission planning process and request window issues.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
FLYNN RESOURCE CONSULTANTS, INC.**

EXHIBIT B

FEE SCHEDULE

In no event shall the amount billed to City by Contractor for services under this Agreement exceed one million nine hundred twenty thousand dollars (\$1,920,000.00), subject to budget appropriations.

Labor Category	Hourly Rate (FY15-16)
Principal	\$290 per hour
Managing Consultant	\$270 per hour
Senior Consultant – Power Engineer	\$260 per hour
Senior Consultant	\$240 per hour
Consultant	\$205 per hour
Associate Consultant	\$185 per hour
Analyst	\$130 per hour
Office Support	\$65 per hour

Each year, effective July 1, the applicable hourly rate for each labor category shall increase by 3%, rounded to the nearest \$5/hour.

All travel, food, and miscellaneous expenses, except automobile mileage, associated with the provision of services hereunder shall be billed at cost. Automobile mileage will be billed at the rate approved by the Internal Revenue Service. Extraordinary expenses, such as use of sub-contracted experts, etc. may be billed with prior approval of SVP's Project Manager.

For any month in which specialized modeling software is used to perform services under this agreement, the following charges shall apply:

Power flow modeling - \$260/month
Short circuit and stability modeling – \$775/month
Market modeling - \$3,850/month

Each year, effective July 1, the specialized modeling software costs shall increase by 3%, rounded to the nearest \$5/month.

Specialized software costs that exceed the above amounts may be billed with the prior approval of SVP's Project Manager.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
FLYNN RESOURCE CONSULTANTS, INC.**

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:
 - \$1,000,000 each occurrence
 - \$1,000,000 general aggregate
 - \$1,000,000 products/completed operations aggregate
 - \$1,000,000 personal injury
2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01, with minimum policy limits of not less than one million dollars

(\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with the following limits: at least one million dollars (\$1,000,000) policy limit Illness/Injury by disease, and one million dollars (\$1,000,000) for each Accident/Bodily Injury.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.
3. Cancellation.
 - a. 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. 12010-S2 or 151 North Lyon Avenue
Hemet, CA 92546-8010 Hemet, CA 92543

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
FLYNN RESOURCE CONSULTANTS, INC.**

EXHIBIT D

**ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN
AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA**

Termination of Agreement for Certain Acts.

- A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:
1. If a Contractor¹ does any of the following:
 - a. Is convicted² of operating a business in violation of any Federal, State or local law or regulation;
 - b. Is convicted of a crime punishable as a felony involving dishonesty³;
 - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;
 - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; and/or,
 - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.
 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

¹ For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

² For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

³ As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

the individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.

- B. The City may also terminate this Agreement in the event any one or more of the following occurs:
1. The City determines that Contractor no longer has the financial capability⁴ or business experience⁵ to perform the terms of, or operate under, this Agreement; or,
 2. If City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to provide and maintain bonds and/or insurance policies required under this Agreement.
- C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the City's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. The Contractor will have the burden of proof on the appeal. The Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

⁴ Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

⁵ Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
FLYNN RESOURCE CONSULTANTS. INC.**

EXHIBIT E

AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS

I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Exhibit D. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of "Contractor" contained in Ethical Standards at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said "Contractor" category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

**FLYNN RESOURCE CONSULTANTS, INC.
a California corporation**

By: Douglas A. Boccignone

Name: DOUG A. BOCCIGNONE

Title: Chief Financial Officer

NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Contra Costa)
 On Aug. 6, 2015 before me, Sylvia Yolanda Avalos Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared Doug A. Boccignone
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Affidavit of Compliance with Ethical Standards Document Date: _____
 Number of Pages: 1 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☒ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

WRITTEN CONSENT TO ACTION WITHOUT MEETING

The undersigned Directors of Flynn Resource Consultants Inc.
hereby consent(s) as follows:

That the President and Chief Financial Officer of the corporation, together or individually, has the authority to enter into any contract or execute any instrument in the name of and on behalf of the corporation.

Dated: April 13, 2007

Signature

Printed Name

Barry R. Flynn

Barry R. Flynn

Douglas A. Beccignone

Douglas A. Beccignone

Joseph M. Flynn

Joseph M. Flynn



**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
FLYNN RESOURCE CONSULTANTS, INC.**

EXHIBIT F

MILESTONE SCHEDULE

(Not Applicable)



City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
santaclaraca.gov
@SantaClaraCity

Agenda Report

19-1361

Agenda Date: 12/17/2019

REPORT TO COUNCIL

SUBJECT

Action on Amendment No. 1 to an Agreement for the Performance of Services with Flynn Resource Consultants Inc. to Provide Consulting Services Related to Transmission Analysis Support, California Independent System Operator (CAISO) Issues, Pacific Gas and Electric Company (PG&E) Issues, Congestion Revenue Rights (CRRs) and Litigation Support

BACKGROUND

Flynn Resource Consultants, Inc. (Flynn) has been working for the City of Santa Clara (City) for over fifteen years, providing engineering and economic consulting services to Silicon Valley Power (SVP). Most recently, Flynn provided technically-specialized services to SVP under a four-year consulting agreement that began in the fall of 2015. Services that have been, and will continue to be, provided to SVP include, but are not limited to: assisting SVP staff in acquiring and managing California Independent System Operator (CAISO) Congestion Revenue Rights (CRRs) in hedging short and long-term congestion; conducting engineering and economic studies for SVP staff with regard to transmission interconnection issues with neighboring utility Pacific Gas & Electric Company (PG&E); updating and re-designing certain SVP scheduling and settlement systems; providing transmission system planning and operations analysis and recommendations; and assisting SVP with North American Electric Reliability Corporation (NERC) and Western Electricity Coordinating Council (WECC) mandatory reliability standards compliance. Flynn has also supported SVP's efforts in on-going CAISO market initiatives and policy designs, including potential implementation of more granular Load Aggregation Point (LAP) pricing, potential updates of the methodology behind the Transmission Access Charge (TAC), Resource Adequacy (RA) requirements changes, and integrated and adjacent Balancing Authority Area (BAA) issues. SVP has a continuing need to receive such engineering and economic consulting services.

DISCUSSION

The current Agreement for the Performance of Services with Flynn expired September 22, 2019. Staff proposes to amend the Agreement to extend the termination date to December 31, 2020, whereby Flynn would continue to provide engineering and economic consulting services to SVP through the end of calendar year 2020. This extension will allow SVP sufficient time to conduct a Request for Proposal(s) process in calendar year 2020.

Flynn has extensive institutional knowledge of SVP's systems, processes and procedures, and developed an extensive data catalogue on SVP, including its CRR transactions, Locational Marginal Prices (LMPs) and related costs since 2009 as well as detailed transmission and distribution models of SVP's (and the neighboring PG&E) system - which allows for performing analyses of the capability, limitations and optimized operation of the electric grid in the south Bay Area. Flynn has acquired an in-depth knowledge of SVP as a whole and is uniquely situated to provide thorough services to SVP in all these various areas.

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 the Performance of Services with Flynn Resource Consultants, Inc. will increase the not-to-exceed compensation amount by \$750,000 to a total of \$2,670,000. Sufficient funds are available in Electric Department Resource Planning and Engagement Resource Management Program's contractual services 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>> 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 the Performance of Services with Flynn Resource Consultants, Inc. to extend the term until December 31, 2020 and increase the not-to-exceed compensation amount by \$750,000 to \$2,670,000 for consulting services related to Transmission Analysis Support, California Independent System Operator (CAISO) issues, Pacific Gas and Electric Company (PG&E) issues, Congestion Revenue Rights (CRRs) and Litigation Support.

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 THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
FLYNN RESOURCE CONSULTANTS, INC.**

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Flynn Resource Consultants, Inc. a California corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled Agreement for the Performance of Services by and Between the City of Santa Clara, California, and Flynn Resource Consultants, Inc., dated September 22, 2015 (Agreement); and
- B. The termination of the original Agreement, which terminated on September 22, 2019, is hereby revoked and except as expressly modified by this Amendment No. 1, the original Agreement shall be, and hereby is, reinstated in its entirety and shall be in full force and effect as if the same had never been terminated; and
- C. The Parties entered into the Agreement for the purpose of having Contractor provide consulting services related to Transmission Analysis Support, California Independent System Operator (CAISO) issues, Pacific Gas and Electric Company (PG&E) issues, Congestion Revenue Rights (CRRs) and Litigation Support and the Parties now wish to amend the Agreement to continue and extend the term and increase the schedule of fees of this Agreement.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. Section Five of the Agreement, entitled "Term of Agreement" is hereby amended by deleting the existing Section Five in its entirety and replacing it with the following:

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 in the Effective Date of this Agreement and terminate on December 31, 2020.

2. The content of Exhibit B of the Agreement, entitled "Fee Schedule" is hereby amended by deleting the existing content in its entirety and replacing it with the following:

In no event shall the amount billed to City by Contractor for services under this Agreement exceed two million six hundred seventy thousand dollars (\$2,670,000.00), subject to budget appropriations.

Labor Category	Hourly Rate (FY 19-20)	Hourly Rate (FY 20-21)
Principal	\$330	\$340
Managing Consultant	\$310	\$320
Senior Consultant – Power Engineer	\$300	\$310
Senior Consultant	\$270	\$280
Consultant	\$225	\$230
Associate Consultant	\$205	\$210
Analyst	\$150	\$155
Office Support	\$65	\$65

All travel, food, and miscellaneous expenses, except automobile mileage, associated with the provision of services hereunder shall be billed at cost. Automobile mileage will be billed at the rate approved by the Internal Revenue Service. Extraordinary expenses, such as use of sub-contracted experts, etc. may be billed with the prior approval of the appropriate City representative.

For any month in which specialized modeling software is used to perform services under this agreement, the following charges shall apply:

	Mthly Charge (FY 19- 20)	Mthly Charge (FY 20- 21)
Power flow modeling	\$300	\$310
Short circuit modeling	\$875	\$900
OASIS Data	\$1,310	\$1,350
Market modeling	\$4,335	\$4,465

Specialized software costs that exceed the above amounts may be billed with the prior approval of the appropriate City representative.

3. Except as set forth herein, all other terms and conditions of the original Agreement shall remain 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.

(continued on page 4)

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: 2-20-2020



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"

FLYNN RESOURCE CONSULTANTS, INC.
a California corporation

Dated: 12/5/19
By (Signature): Douglas A. Boccignone
Name: DOUGLAS A. BOCCIGNONE
Title: President
Principal Place of Business Address: 5440 Edgeview Drive
Discovery Bay, CA 94505
Email Address: dougbocc@flynnrci.com
Telephone: (888) 634-0222
Fax: (888) 634-7509
"CONTRACTOR"

**AMENDMENT NO. 2
TO THE AGREEMENT FOR THE PERFORMANCE OF SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
FLYNN RESOURCE CONSULTANTS, INC.**

PREAMBLE

This agreement ("Amendment No. 2") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Flynn Resource Consultants, Inc. a California corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for the Performance of Services by and Between the City of Santa Clara, California, and Flynn Resource Consultants, Inc., dated September 22, 2015 (Agreement);
- B. The Agreement was previously amended by Amendment No. 1, dated February 20, 2020, and is again amended by this Amendment No. 2. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and
- C. The Parties entered into the Agreement as Amended for the purpose of having Contractor provide consulting services related to Transmission Analysis Support, California Independent System Operator (CAISO) issues, Pacific Gas and Electric Company (PG&E) issues, Congestion Revenue Rights (CRRs) and Litigation Support, and the Parties now wish to amend the Agreement as Amended to extend the term until April 30, 2021.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 5 of the Agreement as Amended, entitled "Term of Agreement" is amended to read as follows:

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on April 30, 2021.

2. The content of Exhibit B of the Agreement, entitled "Fee Schedule" is hereby amended by deleting the existing content in its entirety and replacing it with the following:

2.1. In no event shall the amount billed to City by Contractor for services under this Agreement exceed three million one hundred seventy thousand dollars (\$3,170,000.00), subject to budget appropriations.

2.2. Services shall be billed at the following rates:

Labor Category	Hourly Rate (Fiscal Year 19- 20)	Hourly Rate (Fiscal Year 20- 21)
Principal	\$330	\$340
Managing Consultant	\$310	\$320
Senior Consultant - Power Engineer	\$300	\$310
Senior Consultant	\$270	\$280
Consultant	\$225	\$230
Associate Consultant	\$205	\$210
Analyst	\$150	\$155
Office Support	\$65	\$65

2.3. All travel, food, and miscellaneous expenses, except automobile mileage, associated with the provision of services hereunder shall be billed at cost. Automobile mileage will be billed at the rate approved by the Internal Revenue Service. Extraordinary expenses, such as use of sub-contracted experts, etc. may be billed with the prior approval of the appropriate City representative.

2.4. For any month in which specialized modeling software is used to perform services under this agreement, the following charges shall apply:

	Monthly Charge (Fiscal Year 19-20)	Monthly Charge (Fiscal Year 20-21)
Power flow modeling	\$300	\$310
Short circuit modeling	\$875	\$900
OASIS Data	\$1,310	\$1,350
Market modeling:	\$4,335	\$4,465

Specialized software costs that exceed the above amounts may be billed with the prior approval of the appropriate City representative.

3. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 2, the provisions of this Amendment No. 2 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 2 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

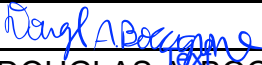
Dated: _____

BRIAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

FLYNN RESOURCE CONSULTANTS, INC.
a California corporation

Dated: November 30, 2020
By (Signature): 
Name: DOUGLAS A. BOCCIGNONE
Title: President
Principal Place of Business Address: 5440 Edgeview Drive
Discovery Bay, CA 94505
Email Address: dougbocc@flynnrci.com
Telephone: (888) 634-0222
Fax: (888) 634-7509

“CONTRACTOR”



Agenda Report

20-660

Agenda Date: 7/14/2020

REPORT TO COUNCIL

SUBJECT

Action on an Agreement for Services with Milton Security Group, Inc. for Technology Support Including Network and Cyber Security, Advanced Metering Infrastructure (AMI) Implementation, OSIsoft Plant Information (PI) system, and SharePoint [Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure]

BACKGROUND

The City of Santa Clara's Electric Department, Silicon Valley Power (SVP) operates a significant and diverse technology portfolio for critical infrastructure. This portfolio must be maintained 24 hours per day 7 days per week in compliance with North American Electric Reliability Corporation (NERC) Standards as well as industry best practices especially those associated with maintaining a secure and reliable network. SVP's network includes secured and encrypted radio data transmissions and fiber interconnections, designed and built into a robust cybersecurity platform protecting the operations of the utility. In addition, SVP operates proprietary and integrated technology such as AMI, PI, and SharePoint.

To support this critical infrastructure in conformance with ongoing changes to technology and the information technology security landscape, SVP has used resources from Milton Security Group, Inc. (Milton) and, in 2015, 2016, and 2017, SVP issued sole source agreements to Milton.

DISCUSSION

While SVP has been satisfied with services provided by Milton, these services should be routinely bid in the marketplace. In the past these services had been procured through a city council resolution for temporary agency contracts, however moving forward an RFP for services is the most appropriate process, Staff anticipates that an RFP for these services will be issued no later than July 2020 and awarded before the end of the calendar year. The services currently provided include:

- Network and Security Operations Center: The vendor provides 24/7 monitoring and reporting of network issues and security threats for SVP's three data centers including real-time alert and support for resolution of any identified issues.
- Support for AMI: This includes integration of the meter system to the customer service / billing solution as well as ongoing management and operations of the implemented solutions. AMI includes advanced meters and radio data transmission to fiber interconnections in a manner that is encrypted and secured as well as highly refined electric load information which requires a coordinated management of both hardware and software. SVP has been working over the last ten years to design and implement AMI which includes hardware, software, and infrastructure to obtain electric metering data from Service Delivery Points (SDP's), read over the air, and processed by head-end systems for usage billing.

- Support for OSIsoft PI software: Plant Information (PI) is a real time data historian application which allows SVP to record, analyze and monitor real-time information such as power flows and pressure settings. SVP uses PI's historian and asset framework for collection of all Generation, Command and Control (SCADA), and metering data used for load balance calculations and other predictive analysis. OSIsoft is also used for trading operations, back office settlements, and North American Electric Reliability Corporation (NERC) required reporting.
- Support for SharePoint software: SVP uses SharePoint as a document repository and for utility operations collaboration specific to SVP.

The proposed term of this interim agreement is from July 1, 2020 - December 31, 2020 in an amount not to exceed \$400,000 for the six-month period. Milton has agreed to maintain their hourly rates at the rates in place since the previous agreements were executed. An RFP for future work will be released by the end of July.

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)(2) in that it is a continuing administrative activity.

FISCAL IMPACT

The proposed agreement is for a total not-to-exceed amount of \$400,000. The Fiscal Year 2020/21 budget for the Electric Utility Fund includes funding for this agreement.

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

Approve and authorize the City Manager to execute the Agreement for Services with Milton Security Group, Inc. in an amount not-to-exceed \$400,000, for technology support including network and cyber-security, Advanced Metering Infrastructure (AMI) implementation, OSIsoft Plant Information (PI) system, and SharePoint.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Agreement for Services

**AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
MILTON SECURITY GROUP, INC.**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Milton Security Group, Inc., a Delaware Corporation with its principal place of business located at 261 East Imperial Highway, Suite 550, Fullerton, CA 92835, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to secure the services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum (if applicable)

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes

and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on July 1, 2020 and terminate on December 31, 2020.

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 four hundred thousand (\$400,000), 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: Silicon Valley Power
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at SVPsupport@santaclaraca.gov, and
manager@santaclaraca.gov

And to Contractor addressed as follows:

Milton Security Group
801 North Harbor Blvd
Fulterton, CA 92832
and by e-mail at jim@miltonsecurity.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:

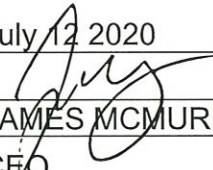
Dated:


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"

MILTON SECURITY GROUP, INC.
a Delaware corporation

Dated: July 12 2020
By (Signature): 
Name: JAMES MCMURRY
Title: CEO
Principal Place of Business Address: 801 NORTH HARBOR, FULLERTON CA 92832
Email Address: JIM@MILTONSECURITY.COM
Telephone: 714 262 5006
Fax: ()

"CONTRACTOR"

EXHIBIT A SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are more fully described below:

1 GENERAL

- 1.1** Contractor shall furnish all labor, materials, tools, and equipment necessary to provide and support the following services for City of Santa Clara Electric Utility | Silicon Valley Power (SVP):
 - 1.1.1** Network and Security Operations Center,
 - 1.1.2** Support for Advanced Metering Infrastructure (AMI)
 - 1.1.3** Support for OSISoft Plant Information (PI)
 - 1.1.4** Support for SharePoint
- 1.2** For all services, contractor shall
 - 1.2.1** Remain updated on current best practices, industry standards and related guidelines, and regulations, and provide consultation to SVP
 - 1.2.2** Advise SVP about any updates, support ongoing business, and technical strategies
 - 1.2.3** Assist and contribute to the development and implementation of hardware and software standards for network, servers, databases, wireless technology, file & print services, card access, and related technologies such as Virtual Private Network (VPN)
 - 1.2.4** Support windows server administration, DNS administration, virtualized environment ongoing implementation of new and upgraded technologies
 - 1.2.5** Assist and contribute to the development and implementation of processes and procedures for effective delivery of services and compliance with regulatory guidance when requested
 - 1.2.6** Assist and contribute to the development and implementation of department retention standards when requested
 - 1.2.7** Provide support and training for end users where requested
 - 1.2.8** Provide necessary project management services including, but not limited to:
 - 1.2.8.1** Project planning including documenting project goals,
 - 1.2.8.2** Project scheduling

- 1.2.8.3 Management of schedules and budget
 - 1.2.8.4 Technical oversight such as development of test plans and testing, modeling, cutover, implementation, and deployment
 - 1.2.8.5 Report project outcomes
 - 1.2.8.6 Documentation of new or upgraded systems.
- 1.3 The Contractor shall possess all licenses and/or certifications necessary to perform the services described in this Exhibit A.
- 1.4 Contractor shall perform the services in accordance with generally accepted industry best practices, and all applicable federal, state, or local regulations. In particular, Contractor shall be familiar with
 - 1.4.1 North American Electric Reliability Corporation (NERC) associated regulations and guidelines especially NERC Critical Infrastructure Protection (NERC-CIP).
 - 1.4.2 Information Technology Infrastructure Library (ITIL) and COBIT
 - 1.4.3 National Institute of Standards and Technology (NIST) 800 and 1800.
 - 1.4.4 Industry best practices specific to cybersecurity in an Electric Utility environment
 - 1.4.5 Software and other vendor guidelines, standards, and agreements
 - 1.4.6 SVP requirements
- 1.5 It is the intention that SVP systems should be operational as close to 100% of time as possible. Contractor shall be available 24 hours per day 365 days per year to support the services included in this Scope of Services.
- 1.6 Meetings: Contractor shall be available to meet with SVP / City staff as reasonably requested.
- 1.7 Any deviations from the requirements described in this Attachment A, whether due to emergencies or any other unforeseen events, must be approved in writing by the City.
 - 1.7.1 An emergency shall be defined as an unforeseen event, circumstance, or combination of circumstances that the City reasonably determines to require immediate action and/or presents an ongoing danger to public health and safety and/or imperils the SVP gas pipeline distribution system.
- 1.8 Contractor should provide drawings or drawing updates for projects and systems as requested by SVP in formats proscribed by SVP.

2 NETWORK AND SECURITY OPERATIONS CENTER (NOC / SOC)

Contractor shall maintain a 24 X 7 Security Operations Center (SOC) with the following features and capabilities:

- 2.1** 24/7 On Call staff to monitor and resolve cyber threats and assist with outages
- 2.2** Solutions compatible with SVP's existing networks including enterprise network, Wide Area Network (WAN), substation, Advanced Metering Infrastructure (AMI), and Supervisory Control and Data Acquisition (SCADA).
- 2.3** Monitor and record total Event Message volume granular to source on SVP network
- 2.4** Ability to monitor and report on all external IP connections
- 2.5** Intrusion detection system and intrusion protection system (IDS/IPS) hardware and software and perform tracking. Such IDS / IPS solution shall be provided by contractor and must
 - 2.5.1** Be compatible with all SVP existing enterprise, substation, AMI, and SCADA networks
 - 2.5.2** Be verified daily to assure that it is updated with most current definitions and analysis tools
- 2.6** Critical Infrastructure Cyber Monitoring
 - 2.6.1** Incident management including unique (ticketing style) tracking for each incident from start to resolution
 - 2.6.2** Security Incident tracking by severity (categorized by: High, Medium, Low, Informational)
 - 2.6.3** Monitoring of all Firewall and other network logs for live monitoring and threat hunting/alerting
 - 2.6.4** Monitoring of all command and control (C2) activity from likely malware
 - 2.6.5** Reporting as further outlined in this scope of services
 - 2.6.6** Immediate alert notifications for suspicious activity – alert notifications to include all of the following:
 - 2.6.6.1** Type of activity – such as excessive Kerberos pre-authentication
 - 2.6.6.2** User/Account Name of activity
 - 2.6.6.3** Severity Level
 - 2.6.6.4** Source Service
 - 2.6.6.5** Source IP
 - 2.6.6.6** Source Computer Name – Fully Qualified Domain Name (FQDN) format
 - 2.6.6.7** Source Service Name
 - 2.6.6.8** Date

- 2.6.6.9 Time
 - 2.6.6.10 Count occurrences of issue
 - 2.6.6.11 Description of issue observed
- 2.6.7 Regular security assessments to include:
 - 2.6.7.1 Review anti-virus status of systems
 - 2.6.7.2 Review Operating System Patch level of systems
 - 2.6.7.3 Review Ports and Services of identified systems
 - 2.6.7.4 Review the encryption status of the computers
 - 2.6.7.5 Create a hardware and software inventory, identifying potentially dangerous applications
 - 2.6.7.6 Review of firewall and wireless access point rules
 - 2.6.7.7 Review the patch level of key applications
 - 2.6.7.8 Active scan and interrogation of internal IP range for exposed ports and services
 - 2.6.7.9 Active scan and interrogation of public facing IP range for exposed ports and services
 - 2.6.7.10 Active scan and interrogation of Access Points for exposed ports and services
- 2.7 Contractor shall remain current on changes made to the NERC Standards, and support any required implementation of new/updated items into SVP's Network and Security Operations.
- 2.8 Contractor shall be proficient in all Window's and Linux Platforms and demonstrate competency to work in multi-forest environment utilizing diverse static/ Dynamic Host Configuration Protocol (DHCP) topology with dynamic and promiscuous routing
- 2.9 Active Directory and Authentication Security:
 - 2.9.1 Collection of all Active Directory/Authentication logs for near real time review and analysis
 - 2.9.2 Complete Monthly review of Active Directory/Authentication security
- 2.10 Provide Subject Matter Experts (SME) for Storage Area Network (b), Virtual Machines (VM), Fiber Switch Fabric, Multi-Plexer, and Cyber Security
- 2.11 Provide assistance for blade center cut over project moving Virtual Machines from existing blade centers to new blade centers
- 2.12 Manage all Fiber Fabric switches and perform fiber switch fabric engineering for interconnecting Storage Area Networks (SAN) within the Enterprise and Advanced Metering Infrastructure (AMI) systems.

- 2.13** Provide assistance with SAN, Network Attached Storage (NAS), BladeCenter, Multiplexer, and Network operations when needed
- 2.14** Assist with converting physical servers to virtual platform
- 2.15** Manage internal Mail relay systems that are used by Power Quality (PQ) monitoring, and scanning systems, etc.
- 2.16** Maintain network health monitoring systems (MRTG, WhatsUp, Nagios, etc)
- 2.17** Support ongoing planning and deployment of solutions to meet SVP's cyber-security and networking needs to assure conformance with emerging technology.

3 METERING / AMI / UTILITY BILLING

Contractor tasks may include, but are not limited to:

- 3.1** Develop and manage custom solutions for integrating NetSense/Connexo Meter Head-end systems with EnergyIP MDM system, Harris Northstar CIS system, and the MV90 meter data system with other applications needed within the AMI environment
- 3.2** Assist DBA with any requests or issues
- 3.3** Monitor and manage the EnergyIP and NetSense/Connexo servers and databases from a hardware and software level including, but not limited to:
 - 3.3.1** Verify server, service, and application status on an ongoing basis to assure operating as expected
 - 3.3.2** Check relevant logs for errors on Operating System level
 - 3.3.3** Verify and evaluate server and blade performance
 - 3.3.4** Configuring local firewall/iptables
 - 3.3.5** Manage and perform software updates, security patches and general maintenance to assure system performs as designed
 - 3.3.6** Monitor disk/cpu/memory usage
 - 3.3.7** Perform backups
 - 3.3.8** Increase resources to meet demand of the systems
 - 3.3.9** Coordinate creation of new instances of engines within EnergyIP
 - 3.3.10** Coordinate outages for maintenance, troubleshooting, or implementation of new technology components within the AMI environment
- 3.4** Energy IP (EIP) tasks

- 3.4.1** Monitoring applications and services and their logs for issues or irregularities including, but not limited to:
 - 3.4.1.1** Check Error and Exception Oracle database tables for issues and respond as needed
 - 3.4.1.2** Check all services and application are running in EIP application such as JMS/JBOSS, and Siebel servers.
 - 3.4.1.3** Verify JMS queues are functioning and do not have stale items waiting for pickup by EIP or Northstar. React to issues as needed.
 - 3.4.1.4** Verify that custom scripts and cron jobs functioning properly and respond as needed.
 - 3.4.1.5** Verify the iSync/fSync were processed without issues on a daily basis
 - 3.4.1.6** Check EIP Service Requests and reports for potential issues with Validating, Editing, and Estimation (VEE) and/or read/usage data and respond as needed
 - 3.4.1.7** Verify daily reads from MV90 were processed properly each morning
 - 3.4.1.8** Maintain Energy IP calendar such as when City holidays are announced
 - 3.4.1.9** Ensure network connectivity between systems.
 - 3.4.1.10** Open tickets with SVP's System Support Group (SSG) for any changes/fixes for network or infrastructure items, when needed
- 3.4.2** Reviewing reports and dashboards for daily status/issues
- 3.4.3** Responding to inconsistencies regarding meter data (gaps, drastic changes, etc.)
- 3.4.4** Running SQL queries to find information about meter data or processes therein
- 3.4.5** Correcting any issues with gap, meter read data framing, ODR, and Billing Requests
- 3.4.6** Create service requests for meter shop and/or networking team when issues arise
- 3.4.7** Create custom reports or scripts and extract data for colleagues and managers
- 3.4.8** Work directly with City Employees who work with the Harris Northstar CIS/Billing systems to discuss Billing Issues, problems with iSync/fSync functionality, or general questions.
 - 3.4.8.1** Reframe and/or recompute of channels as needed in order to bill customer.

- 3.4.8.2 Review reports during billing and run custom-written queries to identify and respond to any issues
 - 3.4.9 Submit support tickets and work directly with the vendors when needed. Interface with Siemens/Omnetric when needed for support
 - 3.4.10 Arrange and perform outages for after-hours maintenance on application and database
 - 3.4.11 Attend regular meetings with both utility and city employees to discuss issues associated with AMI
- 3.5 NetSense/Connexo user tasks
 - 3.5.1 Monitoring applications and services and their logs for issues
 - 3.5.2 Reviewing reports and dashboards for daily status/issues
 - 3.5.3 Create service requests for meter shop and/or networking team when issues arise
 - 3.5.4 Monitor/develop custom solutions to ensure all systems and operations are functioning properly
 - 3.5.5 Run reports to find issues with communications to the meters and/or their Gatekeeper (GK) devices in the field
 - 3.5.6 Create custom reports and extracting data for colleagues
 - 3.5.7 Arrange and perform outages for after-hours maintenance on application and database
 - 3.5.8 Submit tickets and work directly with the vendor when needed
- 3.6 Support MV90 MDM system connection to other AMI systems including, but not limited to:
 - 3.6.1 Check daily read tasks completed. Document meters that could not be interrogated remotely to avoid creating Service Requests and errors in EIP
 - 3.6.2 Create and manage list of meters that require manual HHF from field.
 - 3.6.3 Submit any issues to metershop for their review and support
 - 3.6.4 Process HHF format files created by Elster HHF conversion tool. Check for any gaps in data and respond, as needed.
 - 3.6.5 Send daily Meter Data Exchange (MDE) read files to EIP for processing
 - 3.6.6 Send daily PRN format read data to Enterprise Energy Management (EEM) Suite for Customer portal

3.6.7 Tasks to be performed during billing:

- 3.6.7.1** Aggregate virtual meters based on when meter's route was called
- 3.6.7.2** Generate KVA/PS report for each meter billed through MV90/EIP and place on Shared drive for Customer Reps
- 3.6.7.3** Export data in excel/csv format for special accounts such as Net meters

3.7 Elster EAMS:

3.7.1 Contractor shall review the following items associated with Elster EAMS to assure that systems are function properly. When review identifies exceptions, errors, or other issues, Contractor shall take notify SSG or other identified organizations and take necessary actions to resolve issue:

- 3.7.1.1** EAMS logs
- 3.7.1.2** Custom scripts and cron jobs
- 3.7.1.3** Schedules
- 3.7.1.4** Review alerts such as tamper, power outage, etc.

3.7.2 Contractor shall create tickets with SSG and/or Elster for any issue discovered

3.7.3 Contractor shall submit ORR (On Request Reads) for any meters having gaps or issues and share any relevant information with metershop to help troubleshoot issues

3.7.4 Contractor shall add any new meters or gatekeepers to schedules

3.7.5 Contractor shall create or adjust schedules and remove meter or GK from schedules

3.7.6 Contractor shall create new scripts/programs/tools to assist users

3.8 Assist customer reps and City IT with issues associated with Northstar data, Northstar server(s), custom paths, applications, or other systems associated with AMI

4 OSISOFT PI SYSTEM ADMINISTRATION

Contractor shall serve as system administrator for SVP's OSISoft PI. System administration tasks may include, but are not limited to:

4.1 Implementation, security, design, support and maintenance for multiple OSISoft PI ecosystems including Data Archive, Asset framework, Analytics, Vision, Connectors, and Interfaces including:

4.1.1 Monitor and deploy centralized and remote OSISoft PI instances

- 4.1.2 Troubleshoot control system network issues both on and off site to determine root cause
- 4.1.3 Validates proper security is applied in PI components
- 4.1.4 Assist in the coordination of upgrades and test plans with PI system administrators
- 4.1.5 Perform, document and assist with planning of work activities associated with roll-outs, upgrade deployments (to a dev, test, and production environments), backup, and disaster recovery testing
- 4.1.6 Evaluate risks and consequences of system changes, builds, and installations in advance of implementation to ensure that all service level agreements are satisfied
- 4.1.7 Identify benchmark components in order to identify system limitations and validate and report impact of system upgrades
- 4.1.8 Monitoring applications and services and their logs for issues or irregularities
- 4.1.9 Reviewing reports and dashboards for daily status/issues
- 4.1.10 Responding to inconsistencies regarding data (gaps, drastic changes, etc.) and correcting any issues
- 4.1.11 Creating or running queries
- 4.1.12 Create service requests for other SVP staff or contractors if needed
- 4.1.13 Create custom reports and extracting data for colleagues and managers
- 4.1.14 Work directly with City Employees to respond to questions or resolve issues
- 4.1.15 Submit tickets and work directly with vendor, when needed
- 4.1.16 Arrange and perform outages for after-hours maintenance on application and database
- 4.1.17 Attend regular meetings with both utility and city employees to discuss items of interest.
- 4.2 Support Control Center personnel, field technicians, and other staff or contractors to use and enhance use of OSISoft PI
 - 4.2.1 Assure use of best practices and support relationship with OSISoft PI vendor to continually improve products and services and SVP's use
 - 4.2.2 Train business unit personnel in OSISoft ecosystem components
 - 4.2.3 Assist teams members in displaying PI in 3rd party visualization products

- 4.2.4 Create and maintain online documentation related to PI usage and capabilities
- 4.2.5 Development of new environments or use cases for OSISoft
- 4.2.6 Development, testing, and implementation of new technology to improve use of OSISoft PI
- 4.3 Maintain existing data, dashboards, and processbooks including:
 - 4.3.1 Revenue Quality Data and Client Processbook dashboard files for Trading Floor and interfaces for back office activities
 - 4.3.2 Advanced Metering Infrastructure (AMI) data and access to AMI data
 - 4.3.3 Non-revenue quality data for generation and control

5 REPORTING AND DOCUMENTATION

- 5.1 Contractor shall provide regular status updates on services performed during the term of the agreement. Depending on work activity, status updates may be required daily, weekly, or monthly at the direction of the City.
- 5.2 The following reports are required for each 8 hour shift and shall include a graphical dashboard
 - 5.2.1 Total Event Message volume granular to source
 - 5.2.2 IDS/IPS tracking
 - 5.2.3 Critical Infrastructure Cyber Monitoring
 - 5.2.4 Updates on all intrusion detection systems for SCADA systems and for Enterprise
 - 5.2.5 Incident management including unique (ticketing style) tracking for each incident from start to resolution
 - 5.2.6 Security Incident tracking by severity - categorized by: High, Medium, Low, Informational
 - 5.2.7 External IP connections
 - 5.2.8 Full list of connection made by foreign countries including but not limited to:
 - 5.2.8.1 Time
 - 5.2.8.2 Date
 - 5.2.8.3 Source IP
 - 5.2.8.4 Source Country
 - 5.2.8.5 Destination IP
 - 5.2.8.6 Destination Port
 - 5.2.8.7 Action (Build, Teardown, etc)

5.2.8.8 Count

6 STAFFING REQUIREMENTS

- 6.1** The Contractor shall be solely responsible for selecting, hiring, employing, paying, supervising, training and discharging all personnel necessary for the efficient performance of services outlined in this statement of requirements.
- 6.2** Contractor shall be responsible for understanding and complying with any training and licensing required for the performance of the services described in this Attachment A, including but not limited to, NERC requirements
- 6.3** Contractor shall train all employees (including subcontractors) assigned to perform the required services
- 6.4** Contractor's employee training shall be at no cost to the City.

EXHIBIT B FEE SCHEDULE AND PAYMENT PROVISIONS

Contractor shall provide services at the rates and fees set forth in this Exhibit B

1 RATES

- 1.1** Contractor's rates are as follows:
 - 1.1.1** AMI Services: \$90 per hour
 - 1.1.2** Network and Cyber Security Services: \$116 per hour
 - 1.1.3** OSISoft PI Support \$116 per hour
 - 1.1.4** SharePoint Support \$116 per hour
- 1.2** Such rates apply to all hours worked regardless of time of day.
- 1.3** Contractor shall not exceed one hundred twenty hours of work in one week without written approval of the City.
- 1.4** The hourly rate shall include all overhead, management, profit, Contractor employee training, software, travel, administrative costs, and any other expenses related to nature of the Proposer's business.
- 1.5** Costs not specifically called out by the contractor as reimbursable shall be assumed to be included in the hourly rate.

2 REIMBURSABLE EXPENSES

- 2.1** Expenses shall be reimbursable only to the extent that the Contractor submits sufficient documentation to the City that the expenses were directly incurred in providing the required services and that those costs were not included in the hourly rate.
- 2.2** The following expenses shall be reimbursable by the City.
 - 2.2.1** Travel-related expenses (mileage, lodging, meals, etc.).
 - 2.2.1.1** Unless approved in writing (e-mail acceptable) in advance, meals, lodging, and related Per Diem shall not exceed the rates outlined by United States General Services Administration (GSA).
<https://www.gsa.gov/travel-resources>
 - 2.2.1.2** The City shall not reimburse local travel (within Santa Clara County).
 - 2.2.1.3** In the event that travel plans must be canceled or re-scheduled due to the fault of SVP, then SVP will pay for any costs associated therewith; if the travel is canceled or re-scheduled due

to the fault of the Contractor, then Contractor shall bear the expense.

2.2.1.4 Invoices for travel expenses shall be supported by receipts, and shall be reimbursed in accordance with Section 2 (Payment Provisions).

2.2.2 The rental of any specialized equipment to the extent the City has preapproved, in writing, the cost of such rental.

2.2.3 The cost of mailing, shipping and/or delivery of any documents or materials on behalf of the City.

2.2.4 Any other expenses expressly identified as being reimbursable.

2.3 The City will reimburse these expenses at actual cost only unless a markup is specified.

3 PAYMENT PROVISIONS:

3.1 Monthly Invoices. On a monthly basis, Contractor shall prepare an invoice which includes an itemization of all time spent based on the percent of Services complete, as well as any additional charges as previously authorized by SVP.

3.2 All monthly invoices shall also include a written itemization of the Authorized Expenses incurred, if any, with a detail listing the cost and source of such expenses and when they were incurred.

3.3 Contractor shall maintain documentation of such time and costs for City inspection for a period of three (3) years from the date of termination of this Agreement.

3.4 Within thirty (30) days of receipt of an approved itemized written invoice from Contractor, City shall pay Contractor the amount billed for Services performed and authorized costs incurred under the Call during that billing period.

4 NOT TO EXCEED MAXIMUM AMOUNT:

4.1 In no event shall the amount billed to City by Contractor for services under this Agreement exceed four hundred thousand dollars (\$400,000) during the Agreement term, subject to budget appropriations.

EXHIBIT C INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other

insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

- a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
- b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. **ADDITIONAL INSURANCE RELATED PROVISIONS**

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of

complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

G. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.	
City of Santa Clara Electric Department	
P.O. Box 100085 – S2	or 1 Ebix Way
Duluth, GA 30096	John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

H. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

EXHIBIT D LABOR COMPLIANCE ADDENDUM

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

I. Prevailing Wage Requirements

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov and are on file with the City Clerk's office, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.
2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.
3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov.
4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.
5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by the City or its designee including, but not limited to: certified

payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.
7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.
9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.
10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.
11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

J. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is

practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

K. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.
2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.
3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violation identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.

Search

Home

Insured Tasks

View

Deficiencies

Deficiencies

Insured Name

Milton Security Group, LLC (S2

Milton Security Group, LLC

Active Records Only

Advance Search

Insured Tasks

Admin Tools

View

Insured

Notes

History

Deficiencies

Coverages

Requirements

Contract Screen

Add

Edit

Help

Video Tutorials

Name: Milton Security Group, LLC

Account Number: S200001663

Address: 261 East Imperial Hwy, Ste 550, Fullerton, CA, USA, 92835-1050

Status: **Compliant with Waived Deficiencies.**

The following deficiencies are according to last validation on :08/17/2020

Deficiencies Information

Date	Policy	Coverage	Deficiency	Waived	Waiver Reason	Created By	Authorized By	Effective Date	Expiration Date
07/27/2020		Auto Liability	<u>Auto Liability - Owned, Scheduled, Hired, & Non-Owned Autos are not properly identified.</u>	Yes	Business Decision	jullahill		11/12/2014	
07/15/2020		Certificate	<u>Cancellation Days does not meet required minimum.</u>	No					
07/27/2020		Certificate	<u>Cancellation Days does not meet required minimum.</u>	No					
07/27/2020	udc1285663bop20	General Liability	<u>General Liability - Coverage Not Identified as Primary.</u>	No					
07/15/2020		Workers Comp	<u>Workers Comp - Missing Required Waiver of Subrogation Endorsement.</u>	Yes	Business Decision	jullahill		10/18/2012	
07/15/2020		Workers Comp	<u>Workers Comp - Missing Required Waiver of Subrogation Wording - (City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents)</u>	Yes	Business Decision	jullahill		10/18/2012	

Major deficiencies are displayed in red.
Minor deficiencies are displayed in black.
Waived deficiencies are displayed in blue.
Future waived deficiencies are displayed in orange.

**AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
MILTON SECURITY GROUP, INC.**

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Milton Security Group, Inc. a Delaware 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 Milton Security Group, Inc.", dated August 28, 2020 (Agreement); and
- B. The Parties entered into the Agreement for the purpose of having Contractor provide Technology Support including Network and Cyber Security, Advanced Metering Infrastructure (AMI) Implementation, OSIsoft Plant Information (PI) system and SharePoint, and the Parties now wish to amend the Agreement to increase the schedule of fees and extend the term until April 30, 2021.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. Section 2 of the Agreement, entitled "Term of Agreement" is amended to read as follows:

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on July 1, 2020 and terminate on April 30, 2021.

- 2. Section 6 of the Agreement, entitled "Compensation and Payment" is amended to read as follows:

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES."

The maximum compensation of this Agreement is six hundred forty thousand dollars (\$640,000), 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.

3. Exhibit B "Schedule of Fees" paragraph 4 of the Agreement, entitled "Not to Exceed Maximum Amount" is amended to read as follows:

In no event shall the amount billed to City by Contractor for services under this Agreement exceed six hundred forty thousand dollars (\$640,000) during the Agreement term, subject to budget appropriations.

4. 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
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

MILTON SECURITY GORUP, INC.
a Delaware corporation

Dated: _____ Nov 30 2020

By (Signature): *Jim McMurry*

Name: JAMES MCMURRY

Title: CEO

Principal Place of 801 North Harbor

Business Address: Fullerton, CA 92832

Email Address: jim@miltonsecurity.com

Telephone: (714) 262-5006

"CONTRACTOR"

DOCUMENT 00520**AGREEMENT****City of Santa Clara Contract No. 2420A
Electric Utility Overhead Facilities Master Construction Agreement****PREAMBLE**

This Agreement ("Agreement") is made and entered into on this 31 day of July (the "Effective Date") by and between Hot Line Construction, Inc., a California corporation, with its primary business address located at 9020 Brentwood Boulevard, Suite H, Brentwood, CA 94513 ("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 herein individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

The Parties agree as follows:

AGREEMENT PROVISIONS**Article 1. Work**

- 1.1 Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions included in the Contract Documents.

Article 2. Agency and Notices to City

- 2.1 City has designated the City Engineer or his/her designee to act as City's Representative(s), who will represent City in performing City's duties and responsibilities and exercising City's rights and authorities in Contract Documents. City may change the individual(s) acting as City's Representative(s), or delegate one or more specific functions to one or more specific City's Representatives, including without limitation engineering, architectural, inspection and general administrative functions, at any time with notice and without liability to Contractor. Each City Representative is the beneficiary of all Contractor obligations to City, including without limitation, all releases and indemnities.
- 2.2 City has designated the City Engineer or his/her designee to act as Project Manager. City may assign all or part of the City Representative's rights, responsibilities and duties to Project Manager. City may change the identity of the Project Manager at any time with notice and without liability to Contractor.
- 2.3 City has designated itself to act as Consulting Engineers. City may change the identity of the Consulting Engineer(s) at any time with notice and without liability to Contractor.
- 2.4 All notices or demands to City under the Contract Documents shall be delivered to the City's Representative at 1500 Warburton Avenue, Santa Clara, California 95050, or to such other person(s) and address(es) as City shall provide to Contractor.

Article 3. Contract Time and Liquidated Damages

- 3.1 Contractor shall commence Work at the Site on the date established in Document 00550, Notice to Proceed. The City reserves the right to modify or alter the Commencement Date of the Work due to the need to complete other City provided work at the Site. Contractor shall complete the Work following the schedule provided in each Call Order.:

3.2 Liquidated Damages.

City and Contractor recognize that time is of the essence of this Agreement and that City will suffer financial loss in the form of lost revenues, contract administration expenses (including project management and consultants' expenses), delay and loss of public use, if all or any part of the Work is not completed within the time specified in paragraph 3.1 above plus any extensions thereof allowed in accordance with the Contract Documents. Consistent with Article 15 of Document 00700, General Conditions, Contractor and City agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of actual damages incurred by City because of a delay in completion of all or any part of the Work.

Accordingly, City and Contractor agree that as liquidated damages for delay, Contractor shall pay City:

3.2.1 \$1,500.00 for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion, until the Work reaches Substantial Completion.

3.2.2 \$1,500.00 for each Day that expires after the time specified herein for Contractor to achieve Final Completion, until the Work reaches Final Completion.

These measures of liquidated damages shall apply cumulatively and shall be presumed to be, except as provided herein, the damages suffered by City resulting from the delay in completion of the Work.

- 3.3 Liquidated damages for delay shall only cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by City as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from defective work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from City (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

Article 4. Total Contract Price

- 4.1 City shall pay Contractor for the completion of the Work performed under each Call Order subsequently executed by the Parties for work to be performed, plus any change orders, liquidated damages for each Call Order. The estimated value of this Agreement is anticipated to average of \$150,000.00 to \$1,000,000.00 per year.

- 4.2 The Contract Sum is all inclusive and includes all Work; all federal, state, and local taxes on materials and equipment, and labor furnished by Contractor, its subcontractors, subconsultants, architects, engineers, and vendors or otherwise arising out of Contractor's performance of the Work, including any increases in any such taxes during the term of this Agreement; and any duties, fees, and royalties imposed with respect to any materials and equipment, labor or services. The taxes covered hereby include (but are not limited to) occupational, sales, use, excise, unemployment, FICA, and income taxes, customs, duties, and any and all other taxes on any item or service that is part of the Work, whether such taxes are normally included in the price of such item or service or are normally stated separately. Notwithstanding the foregoing, each party shall bear such state or local inventory, real property, personal property or fixtures taxes as may be properly assessed against it by applicable taxing authorities.

Article 5. Contractor's Representations and Warranties

In order to induce City to enter into this Agreement, Contractor makes the following representations and warranties:

- 5.1 Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the design and the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- 5.2 Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, product specifications or reports, available for Bidding purposes, of physical conditions, including Underground Facilities, which are identified in Document 00320, Geotechnical Data and Existing Conditions, which may be apparent at the Site, or which may appear in the Drawings and accepts the determination set forth in these documents and Document 00700, General Conditions of the limited extent of the information contained in these documents and materials upon which the Contractor may be entitled to rely. Contractor agrees that except for the information so identified, Contractor does not and shall not rely on any other information contained in these documents, reports and drawings.
- 5.3 Contractor has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Section 5.2 of this Document 00520) that pertain to the subsurface conditions, as-built conditions, Underground Facilities and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance or furnishing of Work, as Contractor considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Document 00700, General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.
- 5.4 Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 5.5 Contractor has given City prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by City is acceptable to Contractor.

- 5.6 Contractor is duly organized, existing and in good standing under applicable state law, and is duly qualified to conduct business in the State of California.
- 5.7 Contractor has duly authorized the execution, delivery and performance of this Agreement, the other Contract Documents and the Work to be performed herein. The Contract Documents do not violate or create a default under any instrument, agreement, order or decree binding on Contractor.

Article 6. Contract Documents

- 6.1 Contract Documents, which comprise the entire agreement between the City and Contractor concerning the Work, consist of the following documents, including all changes, Addenda and Modifications thereto:

CONTRACT DOCUMENTS

Division 0 - GENERAL PROVISIONS.

Division 1 - GENERAL REQUIREMENTS.

Division 2 - TECHNICAL PROVISIONS.

Division 3 and above - SPECIAL PROVISIONS.

Plans

- 6.2 There are no Contract Documents other than those listed above in this Article 6. The information supplied under Document 00320, Geotechnical Data and Existing Conditions, is not part of the Contract Documents. The Contract Documents may only be amended, modified or supplemented as provided in Document 00700, General Conditions.

Article 7. Miscellaneous

- 7.1 Terms used in this Agreement are defined in Document 00700, General Conditions and Section 00050, References and Definitions, and will have the meaning indicated therein.
- 7.2 It is understood and agreed that in no instance is any person, signing this Agreement for or on behalf of City or acting as an employee, agent or representative of City, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of the City is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 7.3 Contractor shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing Law, California Public Contracting Code §4100 et seq.
- 7.4 The Contract Sum includes all allowances (if any).
- 7.5 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time City tenders final payment to Contractor, without further acknowledgment by the parties.


- 7.6 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents, and are on file in the City Clerk's Office, and shall be made available to any interested party on request. Pursuant to Section 1861 of the Labor Code, Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.
- 7.7 Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).

7.8 This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Santa Clara, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in Santa Clara County. Both parties hereby waive their rights under California Code of Civil Procedure Section 394 to file a motion to transfer any action or proceeding arising out of the Contract Documents to another venue. Contractor accepts the Claims Procedure in Document 00700, Article 12, established under the California Government Code, Title 1, Division 3.6, Part 3, Chapter 5.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day first mentioned above.

CITY OF SANTA CLARA, CALIFORNIA,
a chartered California municipal corporation

Approved as to form:


BRIAN DOYLE
Interim City Attorney

Attest:

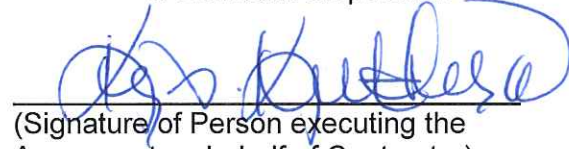

ROD DIRIDON, JR.
City Clerk


RAJEEV BATRA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: 1+(408) 615-2210
Fax: 1+(408) 241-0347

"City"

HOT LINE CONSTRUCTION, INC.
a California corporation

By:


(Signature of Person executing the
Agreement on behalf of Contractor)

Kelly Kutchera
(Please Print or Type Name)

Title: Chief Financial Officer

Local Address: 9020 Brentwood Boulevard, Suite H
Brentwood, CA 94513
Telephone: (925) 634-9333
Fax: (925) 634-4535

"Contractor"

Bond No. 9237831

DOCUMENT 00610

CONSTRUCTION PERFORMANCE BOND

This Construction Performance Bond ("Bond"), dated July 13, 2017, is issued in the amount of one million dollars and no cents (\$1,000,000.00), (the "Penal Sum") which is equal to one hundred percent of the Contract Price, and is entered into by and between the Contractor and the Surety to ensure the faithful performance of the Construction Contract defined below. This Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1 through 13, attached and incorporated by this reference. The Contractor and Surety are the parties to this Bond, which has been issued for the benefit of the City of Santa Clara, California, a chartered California municipal corporation ("City") and in compliance with the terms of the Construction Contract. Any singular reference to the Contractor, Surety, City or other party shall be considered plural where applicable.

The City of Santa Clara Construction Contract to which this Bond applies is:

City Contract No.: 2420A

In the Amount of one million dollars and no cents (\$1,000,000.00) (Referred to as the "Total Contract Price")

The Contractor and Surety each acknowledge and accept the terms and conditions of this Bond as evidenced by the following signatures of their representatives. The Contractor and Surety each specifically represent that the individual representatives who have signed below are duly authorized to execute this Bond on its behalf. It is the intent of the Parties that this Bond shall become operative on the date first set forth above.

CONTRACTOR AS PRINCIPAL:

Name: Hot Line Construction, Inc.

Principal Place of Business:

Address: 9020 Brentwood Blvd., #H

City/State/Zip Brentwood, CA 94513

Signature: 

Name: KELLY G. KUTCHER

Title: EVP / CFO

SURETY:

Name: Fidelity and Deposit Company of Maryland

Principal Place of Business:

Address: 1299 Zurich Way

City/State/Zip Schaumburg, IL 60196

Signature: 

Name: Lisa M. Lucas

Title: Attorney-in-fact

(Please Note: Surety signature must be notarized)

(Please Apply Corporate Seal Here)

(Please Apply Corporate Seal Here)

Approved as to Form:


Interim City Attorney

Date: 7/26/17

BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to City for the complete and proper performance of the Construction Contract, which is incorporated herein by reference.
2. If Contractor completely and properly performs all of its obligations under the Construction Contract, Surety and Contractor shall have no obligation under this Bond.
3. If there is no City Default, Surety's obligation under this Bond shall arise after:
 - 3.1 City has declared a Contractor Default under the Construction Contract pursuant to the terms of the Construction Contract; and
 - 3.2 City has agreed to pay the Balance of the Contract Price:
 - 3.2.1 To Surety in accordance with the terms of this Bond and the Construction Contract; or
 - 3.2.2 To a contractor selected to perform the Construction Contract in accordance with the terms of this Bond and the Construction Contract.
4. When City has satisfied the conditions of paragraph 3, Surety shall promptly (within 30 days) and at Surety's expense elect to take one of the following actions:
 - 4.1 Arrange for Contractor, with consent of City, to perform and complete the Construction Contract (but City may withhold consent, in which case the Surety must elect an option described in paragraphs 4.2, 4.3 or 4.4, below); or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; provided, that Surety may not select Contractor as its agent or independent contractor without City's consent; or
 - 4.3 Undertake to perform and complete the Construction Contract by obtaining bids from qualified contractors acceptable to City for a contract for performance and completion of the Construction Contract, and, upon determination by City of the lowest responsible bidder, arrange for a contract to be prepared for execution by City and the contractor selected with City's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract; and, if Surety's obligations defined in paragraph 6, below, exceed the Balance of the Contract Price, then Surety shall pay to City the amount of such excess; or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances, and, after investigation and consultation with City, determine in good faith its monetary obligation to City under paragraph 6, below, for the performance and completion of the Construction Contract and, as soon as practicable after the amount is determined, tender payment therefore to City with full explanation of the payment's calculation. If City accepts Surety's tender under this paragraph 4.4, City may still hold Surety liable for future damages then unknown or unliquidated resulting from the Contractor Default. If City disputes the amount of Surety's tender under this paragraph 4.4, City may exercise all remedies available to it at law to enforce Surety's liability under paragraph 6, below.

5. If Surety does not proceed as provided in paragraph 4, above, then Surety shall be deemed to be in default on this Bond ten days after receipt of an additional written notice from City to Surety demanding that Surety perform its obligations under this Bond. At all times City shall be entitled to enforce any remedy available to City at law or under the Construction Contract including, without limitation, and by way of example only, rights to perform work, protect work, mitigate damages, advance critical work to mitigate schedule delay, or coordinate work with other consultants or contractors.
6. Surety's monetary obligation under this Bond is limited by the Amount of this Bond identified herein as the Penal Sum. This monetary obligation shall augment the Balance of the Contract Price. Subject to these limits, Surety's obligations under this Bond are commensurate with the obligations of Contractor under the Construction Contract. Surety's obligations shall include, but are not limited to:
 - 6.1 The responsibilities of Contractor under the Construction Contract for completion of the Construction Contract and correction of defective work;
 - 6.2 The responsibilities of Contractor under the Construction Contract to pay liquidated damages, and for damages for which no liquidated damages are specified in the Construction Contract, actual damages caused by non-performance of the Construction Contract including, but not limited to, all valid and proper backcharges, offsets, payments, indemnities, or other damages;
 - 6.3 Additional legal, design professional and delay costs resulting from Contractor Default or resulting from the actions or failure to act of the Surety under paragraph 4, above (but excluding attorney's fees incurred to enforce this Bond).
7. No right of action shall accrue on this Bond to any person or entity other than City or its successors or assigns.
8. Surety hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, purchase orders and other obligations, including changes of time. Surety consents to all terms of the Construction Contract, including provisions on changes to the Contract. No extension of time, change, alteration, modification, deletion, or addition to the Contract Documents, or of the work required thereunder, shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond.
9. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between City and Contractor regarding the Construction Contract, or in the courts of the County of Santa Clara, or in a court of competent jurisdiction in the location in which the work is located. Communications from City to Surety under paragraph 3.1 of this Bond shall be deemed to include the necessary agreements under paragraph 3.2 of this Bond unless expressly stated otherwise.
10. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to City shall be mailed or delivered as provided in Document 00520, Agreement. Actual receipt of notice by Surety, City or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.
11. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.

12. Definitions.

- 12.1 Balance of the Contract Price: The total amount payable by City to Contractor pursuant to the terms of the Construction Contract after all proper adjustments have been made under the Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved modifications to the Construction Contract.
- 12.2 Construction Contract: The agreement between City and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.
- 12.3 Contractor Default: Material failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract including, but not limited to, "default" or any other condition allowing a termination for cause as provided in Document 00700, General Conditions.
- 12.4 City Default: Material failure of City, which has neither been remedied nor waived, to pay Contractor progress payments due under the Construction Contract or to perform other material terms of the Construction Contract, if such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Construction Contract.

13. Surety shall submit following documents along with this Construction Performance Bond:

- 13.1 Verification that Surety is admitted to transact surety business the State of California; and
- 13.2 Copy of Surety's Certificate of authority issued by the insurance Commissioner of the State of California along with a statement that said Certificate has not been surrendered, revoked, cancelled, annulled or suspended.

END OF DOCUMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Contra Costa)
 On July 13, 2017 before me, Tanya Chinchilla, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared Lisa M. Lucas
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~
 subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in
~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~,
 or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws
 of the State of California that the foregoing paragraph
 is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or
 fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **MICHAEL BOND, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **D. Richard STINSON, Lisa M. LUCAS, A.W. BROWN, Tanya CHINCHILLA and Nicholas TAN, all of San Ramon, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 5th day of December, A.D. 2016.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: _____

Eric D. Barnes

*Secretary
Eric D. Barnes*

Michael Bond

*Vice President
Michael Bond*

State of Maryland
County of Baltimore

On this 5th day of December, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 13th day of July, 2017.



Gerald F. Haley

Gerald F. Haley, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056

Bond No. 9237831

DOCUMENT 00620

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

This Construction Labor And Material Payment Bond ("Bond") dated July 13, 2017 is issued in the amount of one million dollars and no cents (\$1,000,000.00), (the "Penal Sum") which is equal to one hundred percent of the Contract Price, and is entered into by and between the Contractor and the Surety to ensure the payment of claimants under the Construction Contract defined below. This Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1 through 14, attached and incorporated by this reference. The Contractor and Surety are the parties to this Bond, which has been issued for the benefit of the City of Santa Clara, California, a chartered California municipal corporation ("City") in compliance with the terms of the Construction Contract. Any singular reference to the Contractor, Surety, City or other party shall be considered plural where applicable.

The City of Santa Clara Construction Contract to which this Bond applies is:

Electric Utility Overhead Facilities Master Construction Agreement

City Contract No.: 2420A

In the Amount of one million dollars and no cents (\$1,000,000.00) (Referred to as the "Contract Price"). The Contractor and Surety each acknowledge and accept the terms and conditions of this Bond as evidenced by the following signatures of their representatives. The Contractor and Surety each specifically represent that the individual representatives who have signed below are duly authorized to execute this Bond on its behalf. It is the intent of the Parties that this Bond shall become operative on the date first set forth above.

CONTRACTOR AS PRINCIPAL:

Name: Hot Line Construction, Inc.

Principal Place of Business:

Address: 9020 Brentwood Blvd., #H

City/State/Zip Brentwood, CA 94513

Signature: [Signature]

Name: Kelly A. Toller

Title: EVP / CFO

(Please Apply Corporate Seal Here)

Approved as to Form:

[Signature]
Interim City Attorney

SURETY:

Name: Fidelity and Deposit Company of Maryland

Principal Place of Business:

Address: 1299 Zurich Way

City/State/Zip Schaumburg, IL 60196

Signature: [Signature]

Name: Lisa M. Lucas

Title: Attorney-in-fact

(Please Note: Surety signature must be notarized)

(Please Apply Corporate Seal Here)

Date: 7/26/17

BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to City and to Claimants, to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to City, this obligation shall be null and void if Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants; and
 - 2.2 Defends, indemnifies and holds harmless City from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided City has promptly notified Contractor and Surety (at the address set forth on the signature page of this Bond) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to Contractor and Surety, and provided there is no City Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly through its Subcontractors, for all sums due Claimants. If Contractor or its Subcontractors, however, fail to pay any of the persons named in Section 9100 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to Work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor or Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such Work and labor, then Surety shall pay for the same, and also, in case suit is brought upon this Bond, a reasonable attorney's fee, to be fixed by the court.
4. Consistent with the California Civil Code §8000, *et seq.*, Surety shall have no obligation to Claimants under this Bond unless the Claimant has satisfied all applicable notice requirements.
5. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety under this Bond.
6. Amounts due Contractor under the Construction Contract shall be applied first to satisfy claims, if any, under any Construction Performance Bond and second, to satisfy obligations of Contractor and Surety under this Bond.
7. City shall not be liable for payment of any costs, expenses, or attorney's fees of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
8. Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations. Surety further hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Construction Contract, or to the Work to be performed thereunder, or materials or equipment to be furnished thereunder or the Specifications accompanying the same, shall in any way affect its obligations under this Bond, and it does hereby waive any requirement of notice or any such change, extension of time, alteration or addition to the terms of the Construction Contract or to the Work or to the Specifications or any other changes.
9. Suit against Surety on this Bond may be brought by any Claimant, or its assigns, at any time after the Claimant has furnished the last of the labor or materials, or both, but, per Civil Code

§9558, must be commenced before the expiration of six months after the period in which stop notices may be filed as provided in Civil Code §9356.

10. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to City shall be mailed or delivered as provided in Document 00520 (Agreement). Actual receipt of notice by Surety, City or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.
11. This Bond has been furnished to comply with the California Civil Code §§9550, 9554, *et seq.* Any provision in this Bond conflicting with said statutory requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
13. Definitions.
 - 13.1 Claimant: An individual or entity having a direct contract with Contractor or with a Subcontractor of Contractor to furnish labor, materials or equipment for use in the performance of the Contract, as further defined in California Civil Code §9100. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a stop notice might be asserted. The term Claimant shall also include the Employment Development Department as referred to in Civil Code §9554(b).
 - 13.2 Construction Contract: The agreement between City and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.
 - 13.3 City Default: Material failure of City, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract, provided that failure is the cause of the failure of Contractor to pay the Claimants and is sufficient to justify termination of the Construction Contract.
14. Surety shall submit following documents along with this Construction Labor and Material Payment Bond:
 - 14.1 Verification that Surety is admitted to transact surety business the State of California; and
 - 14.2 Copy of Surety's Certificate of authority issued by the insurance Commissioner of the State of California along with a statement that said Certificate has not been surrendered, revoked, cancelled, annulled or suspended.

END OF DOCUMENT

*THIS PAGE
WAS
INTENTIONALLY
LEFT BLANK*

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Contra Costa)
On July 13, 2017 before me, Tanya Chinchilla, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Lisa M. Lucas
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~
subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in
~~his~~/~~her~~/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/~~her~~/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~,
or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws
of the State of California that the foregoing paragraph
is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or
fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **MICHAEL BOND, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **D. Richard STINSON, Lisa M. LUCAS, A.W. BROWN, Tanya CHINCHILLA and Nicholas TAN, all of San Ramon, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 5th day of December, A.D. 2016.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*
Secretary
Eric D. Barnes

Michael Bond
Vice President
Michael Bond

State of Maryland
County of Baltimore

On this 5th day of December, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this 13th day of July, 2017.



Gerald F. Haley

Gerald F. Haley, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056

DOCUMENT 00630**GUARANTY**

TO THE CITY OF SANTA CLARA, a chartered Municipal Corporation of the State of California ("City"), for construction of:

SANTA CLARA, CALIFORNIA

1. The undersigned guarantees all construction performed on this Project and also guarantees all material and equipment incorporated therein.
2. Contractor hereby grants to City for a period of one (1) year following the date of Final Completion, or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work.
3. Neither final payment nor use or occupancy of the Work performed by the Contractor shall constitute an acceptance of Work not done in accordance with this Guaranty or relieve Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting therefrom, which shall appear within one (1) year, or longer if specified in the Contract Documents, from the date of Final Completion.
4. If within one (1) year after the date of Final Completion, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to City and in accordance with City's written instructions, correct such defective Work. Contractor shall remove any defective Work rejected by City and replace it with Work that is not defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, City may have the defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct defective Work, or defects are discovered outside the correction period, City shall have all rights and remedies granted by law.
5. Inspection of the Work shall not relieve Contractor of any of its obligations under the Contract Documents. Even though equipment, materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Contractor shall, at its own expense, replace or repair any such equipment, material, or Work found to be defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guaranty period.
6. All abbreviations and definitions of terms used in this Agreement shall have the meanings set forth in the Contract Documents, including, without means of limitation, Section 00050, References and Definitions.

7. The foregoing Guaranty is in addition to any other warranties of Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and at law with respect to Contractor's duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Guaranty and any warranty or obligation of the Contractor under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor.

HOT LINE CONSTRUCTION, INC.

A California corporation

By: (Signature of Person authorized to sign
on behalf of Contractor)
DateKelly Kutchera

(Please Print or Type Name)

Chief Financial Officer

Title

Local Address: 9020 Brentwood Boulevard, Suite H
Brentwood, CA 94513

Telephone: (925) 634-9333

Fax: (925) 634-4535

END OF DOCUMENT

**AMENDMENT NO. 1 CITY OF SANTA CLARA CONTRACT NO. 2420A
ELECTRIC UTILITY OVERHEAD FACILITIES
MASTER CONSTRUCTION AGREEMENT DOCUMENT 00520
BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA AND
HOT LINE CONSTRUCTION, INC.**

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Hot Line Construction, Inc. a California corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled "City of Santa Clara Contract No. 2420A Electric Utility Overhead Facilities Master Construction Agreement Document 00520" dated July 31, 2017 (Agreement); and
- B. The Agreement and its amendments are collectively referred to herein as the "Agreement as Amended"; and
- C. The Parties entered into the Agreement for the purpose of having Contractor provide overhead infrastructure Replacement Project, and the Parties now wish to amend the Agreement as Amended to clarify the Contract Time and not to exceed value of the Agreement.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. Document 00520 Article 3 "Contract Time and Liquidated Damages" Section 3.1 is hereby amended to read as follows:

Contractor shall commence Work at each Site on the date established in each Call Order as executed. The City reserves the right to modify or alter the Commencement Date of the Work due to the need to complete other City provided work at the Site. Contractor shall complete the Work following the schedule provided in each Call Order (Document 0521).

City shall not issue Call Orders after July 31, 2022.

- 2. Document 00520 Article 4. "Total Contract Price" is hereby amended to reach as follows:

City shall pay Contractor for the completion of the Work performed under each Call Order subsequently executed by the Parties for work to be performed, plus any change orders less liquidated damages, if applicable, for each Call Order. The Total Contract Price shall not exceed \$3,000,000.00.

- 3. Document 00312 – Daily Hourly Bid Schedule is amended and replaced with Document 00312 - Daily Hourly Bid Schedule Effective December 15, 2020.
- 4. Document 00521 – Call Order No. ____ (Sample) is amended and replaced with Document 00521 – Call Order No. ____ (Sample) Updated September 1, 2020

5. Document 00522 – Change to Call Order No. ____ (Sample) is incorporated into the Agreement.
6. 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
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

HOT LINE CONSTRUCTION, INC.
a California corporation

Dated: 12/1/2029
By (Signature): [Signature]
Name: Kelly Kutchera
Title: Chief Financial Officer
Principal Place of Business Address: 9020 Brentwood Boulevard, Suite H
Brentwood, CA 944513
Email Address: kkutchera@hotlineconstructioninc.com
Telephone: (925) 634-9333

"CONTRACTOR"

**AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
DANIEL L. SUN INC. DBA SUN-NET INC.**

PREAMBLE

This Agreement is entered into between Daniel L. Sun Inc. dba Sun-Net Inc, a California corporation, with its principal place of business located at 2150 North First Street. Suite 550, San Jose, 95131 ("Contractor"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to secure the services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum (if applicable)

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on January 1, 2021 and terminate on December 31, 2026.

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 four hundred seventy eight thousand one hundred seventy four dollars (\$478,174), 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

Ownership of Contractor's software is governed by the Software License Agreement. All other 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.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

- A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees or persons contracting with Contractor to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.
- B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Silicon Valley Power
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at svpcontracts@santaclaraca.gov, and
manager@santaclaraca.gov

And to Contractor addressed as follows:

Daniel L. Sun Inc. dba Sun-Net Inc.
2150 North First Street. Suite 550
San Jose, 95131
and by e-mail at info@sncsw.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"

DANIEL L. SUN, INC. DBA SUN-NET INC.
a California corporation

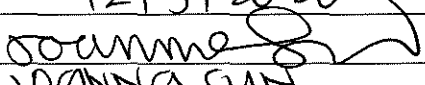
Dated: 12/3/2020
By (Signature): 
Name: JOANNA SUN
Title: BUSINESS OPERATIONS MANAGER
Principal Place of Business Address: 2150 N. FIRST ST, SUITE 550, SAN JOSE, CA 95112
Email Address: JOANNA.SUN@SNC-SW.COM
Telephone: () 408. 713. 215
Fax: ()
"CONTRACTOR"

EXHIBIT A
SCOPE OF SERVICES
TO THE AGREEMENT FOR THE PERFORMANCE OF SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
DANIEL L. SUN INC. DBA SUN-NET INC.

The Services to be performed for the City by the Contractor under this Agreement are set forth in the following. This statement of work ("SOW" or "Statement of Work") details the scope of services to be provided by Sun-Net (the "Services") and deliverables to be created (the "Deliverables") as Sun-Net assists Silicon Valley Power ("SVP" or the "Company") with implementing, enhancing, and supporting the Tools for Operations Application (TOA) suite for Silicon Valley Power (SVP). This SOW details features previously implemented through separate agreements between the Parties, migration to cloud, and annual license support and maintenance for all iTOA modules and associated services outlined herein.

1. Initial Implementation and Customization for SVP Control Center. This solution was upgraded as identified in Section 2 of this Scope of Services and completed on August 1, 2020.

- 1.1. Standard TOA suite software modules

- 1.1.1. Scheduled Outage Request Module

- 1.1.1.1. Outage and Work Request Entry, Submission, Processing, Scheduling, Tracking and Querying
 - 1.1.1.2. Field User access, entry, submission, listing and tracking.
 - 1.1.1.3. Workflow for processing requests (create, submit, receive, study, approval, denial, execute, complete).
 - 1.1.1.4. Detailed Audit Trail for tracking changes to data and record evidence.
 - 1.1.1.5. Checklist for processing pre-approval tasks.
 - 1.1.1.6. Files attachments.
 - 1.1.1.7. Email Notifications.
 - 1.1.1.8. Request Entry Printable PDF.
 - 1.1.1.9. Request List with predefined and ad-hoc query capabilities.
 - 1.1.1.10. Export list as PDF, XLSX and CSV.
 - 1.1.1.11. Calendar and Gantt Chart Views.
 - 1.1.1.12. Switching and Clearance status list for tracking daily and in progress switching jobs

1.1.2. Switching Order Module

- 1.1.2.1. Switching Procedure writing with the standardized switching steps templates, check and approval process, step level audit.
- 1.1.2.2. Utilize Generic Switching Library and Switching step templates.
- 1.1.2.3. Printable format Switching Procedure PDF.
- 1.1.2.4. Enter completion times during switching for an electronic record.

1.1.3. Unplanned/Automatic Outage Entry, Analysis and Reporting Module

- 1.1.3.1. Unplanned/Forced Outage/Automatic Outage Entry for interruption/disturbance events.
- 1.1.3.2. Support for breaker operations log, System Protection Analysis and Reporting.
- 1.1.3.3. Files attachments and Email Notification.
- 1.1.3.4. Support for loading candidate breaker operations from EMS or historian.

1.1.4. Operator Log module

- 1.1.4.1. Operator Log provides ability to view, create, edit, and delete data.
- 1.1.4.2. Operator Log provides ability to forward via email, search, filter, export and sort.
- 1.1.4.3. Operator Log with full text search capabilities within any date range.
- 1.1.4.4. Shift-turnover checklist and report.
- 1.1.4.5. Electronic Substation Entry/ Exit log with ability to interface to and from EMS, mobile units and IVR systems.
- 1.1.4.6. Support web-based UI enable field user to check in/check out the substation using mobile
- 1.1.4.7. Files attachments and Email Notification.

1.2. Custom TOA suite capabilities:

- 1.2.1. California Independent System Operator Web-based Outage Management System (CAISO WebOMS) programmatic interface to allow submission of and reception of transmission outage information.

- 1.2.2. Deploy and configure TOA suite pursuant to SVP's requirements in multiple environments (test, production, QA/stage, and disaster recovery).
- 1.3. Reporting capability
 - 1.3.1. All list screens have the ability to query and view results on screen as well as export to a file format such as PDF, XLSX, CSV for ad-hoc reporting.
 - 1.3.2. Predefined reports such as Outage Schedules within a date range, request statistics report, calendar formatted report.
 - 1.3.3. North American Electric Reliability Corporation Transmission (NERC) Availability Data System (TADS) Phase 1, TADS Phase 2 and NERC Mis-operations spreadsheet for compliance reporting.
 - 1.3.4. Enable Open Database Connectivity (ODBC) for purposes of ad-hoc reporting.
- 1.4. Administration functions
 - 1.4.1. Users, roles, privileges information.
 - 1.4.2. Lightweight Directory Access Protocol (LDAP) configuration for integrating authentication and authorization with Active directory.
 - 1.4.3. Maintenance screens for lookup data used in user screens such as drop down lists, checklists etc.
 - 1.4.4. Reports Scheduler.
 - 1.4.5. Maintenance screens for managing asset data such as for substations, line, equipment, devices, regions, etc.
 - 1.4.6. Screens for maintenance of personnel contact information, training qualifications and email groups.
 - 1.4.7. Maintain Generic Switching Steps library.
 - 1.4.8. Maintain templates and frequently used phrases across various TOA modules.
- 2. Upgrade to Sun-Net Version 17.10 completed on August 1, 2020.
 - 2.1. Upgrade the existing SVP's iTOA with functionalities of the current Sun-Net's base version (17.10) including the following functionality:
 - 2.2. Customizations to SVP's iTOA version 15 in its logging module, as well as the outage request and switching modules will be re-applied to the current trunk code base to become the updated SVP iTOA, and a full functionality test will be performed as outlined below:
 - 2.2.1. Re-apply logging functionality to the system operation log, check list log, shift change log, equipment trouble log, and all associated data/configuration changes with the iTOA admin.

- 2.2.2. Migrating the existing SVP database to the current trunk version, this includes system configurations, lookup type/code, user roles/grands, person/users, stations, equipment and associated equipment, and configurations in it Application Data of the Admin.
- 2.2.3. Re-apply changes to the outage request module: customized data fields, system configurations, and Engineering tab.
- 2.2.4. Switching module: format remove/return steps with new fields and data associated with them.
- 2.2.5. Support SVP in factory acceptance testing and user acceptance testing
- 2.3. Sun-Net shall deploy new deliverables to SVP's test environment to complete the UAT testing; and set up the production environment to Sun-Net Inc. (Sun-Net) is pleased to submit to Silicon Valley Power
- 3. Implementation of remainder of TOA Suite - TOA and PI interface. Obtain breaker trip information from PI into TOA for Donald Von Raesfeld Power Plant (DVR) completed August 30, 2020.
- 4. Purchase and implementation of the iTOA Generation Module completed August 30, 2020.
 - 4.1. iTOA (integrated Tools for Operations Application) suite is a web-enabled application that integrates Outage Scheduling Activities on the Transmission, Distribution & Generation Systems and also encompasses Compliance Monitoring Interruption / Disturbance Logging & Reporting, Comprehensive Switching Program Writing & Retrieval, Substation Entry/Exit Tracking Log and overall System Operations Logging and Reporting Requirements.
 - 4.2. Functional Description - The iTOA Suite provides the following integrated functions:
 - 4.2.1. Outage and Work Request Submission, Processing, Scheduling, Tracking and Querying Coordination and Communication throughout long term, short term, real time outage and work request life cycles
 - 4.2.2. Calendar view and Gantt chart to visualize outage schedule
 - 4.2.3. Detailed Audit Trail for tracking changes to data and recording evidence
 - 4.2.4. System Operator/Dispatcher Daily Log with full text search capabilities within any date range
 - 4.2.5. Shift-turnover checklist and report
 - 4.2.6. Robust and flexible search capabilities to outages, events and logs
 - 4.2.7. Dynamic/Static reports in PDF, CSV, Excel, XML, HTML formats
 - 4.2.8. File attachment and Email Notification

- 4.2.9. Role-based access and authentication using LDAP/Windows Active Directory
- 4.2.10. Compliance with North American Electric Reliability Corporation (NERC) documentation requirements related to Resource and demand balancing (BAL), Transmission Operations (TOP), Voltage and Reactive (VAR), Interconnected Reliability Operations and Coordination (IRO), Protection and Control (PRC) and other Standards
- 4.2.11. Capable of interfacing with the California Independent System Operator Reliability Coordinator/Transmission Operator/Balancing Authority Functions (CAISO-RC/TO/BA) Interconnection such as CAISO Energy Imbalance Market (EIM) for direct submission of outages.
- 4.2.12. Capability of interfacing with various other control center applications such as Energy Management Systems (EMS), Supervisory Control and Data Acquisition (SCADA), Data Historian (OSIsoft PI software), Outage Management System (OMS), Geographic Information System (GIS), Data processing application; Systems, Application and Products (SAP), Phone communications Interactive Voice Response (IVR) etc.
- 4.2.13. Generation Operations Log
 - 4.2.13.1. Based on category, different tasks will be shown
 - 4.2.13.2. PI interface - Relay information from PI to Logging
 - 4.2.13.3. Shift Change - System status view by operators
- 4.3. Deliverables for implementation of Generation Module:
 - 4.3.1. Add and configure Generation module in SVP's current iTOA environments (such Production+ Backup Server, Test Server).
 - 4.3.2. Provide the Admin user interface to allow administrator to enter Plant and Unit information, log configuration etc.
 - 4.3.3. Implement business rules and configuration pursuant to SVP's specifications.
 - 4.3.4. Provide user guides for major user types, such as Control Center User, Field User, Planning user and Administration User.
 - 4.3.5. Provide training to SVP training resource at either Sun-Net office or at the SVP office on-site.
- 5. Provide services to host Silicon Valley Power (SVP) iTOA through Microsoft Azure and to implement California Independent System Operator Web Outage Management System (CAISO WebOMS) Application Programming Interface (API) including.

- 5.1. Set up and management of a Microsoft Azure account for cloud (software as a service) hosting.
- 5.2. Migrate current iTOA from Oracle to SQL server database for Transmission and Generation operation
- 5.3. Implement and deploy SVP iTOA in Cloud server
- 5.4. Perform testing
- 5.5. Provide iTOA cloud maintenance and support
- 5.6. RC/ISO Module License Fee
- 5.7. Establish software escrow
- 5.8. Milestones:
 - 5.8.1. Database migration from Oracle to SQL Server for Transmission Operator (TO), Generation Operator (GO), and admin effort – Estimated duration 2 months
 - 5.8.2. PI Interface – Estimated duration 3 weeks
 - 5.8.3. Set up and Installation – Estimated duration 1 week
 - 5.8.4. CAISO OMS V3+ and iTOA interface development and configuration – Estimated duration 3 weeks
6. Provide services to implement California Independent System Operator (CAISO) Web-based Outage Management (WebOMS) Applications Programming Interface (API) including.
 - 6.1. Equipment mapping between SVP iTOA and CAISO
 - 6.1.1. Add CAISO equipment maintenance functionality in iTOA Admin.
 - 6.1.2. Maintain master data and relationships in iTOA for transmission and generation assets along with attributes required by CAISO
 - 6.1.3. Load CAISO data using spreadsheet templates provided by Sun-Net
 - 6.1.4. Map CAISO and iTOA equipment
 - 6.2. Implement displays for CAISO related changes
 - 6.3. CAISO tab in Request Entry
 - 6.4. Define mapping between Request Entry fields and CAISO tab fields for Generation and Transmission
 - 6.5. Action buttons in CAISO tab to change status in the Web-Based Outage Management System (WebOMS), query status and link an existing Web-Based Outage Management System (WebOMS) Identifier (ID).
 - 6.6. Implement and deploy CAISO API currently integrated in iTOA
 - 6.7. Perform testing using CAISO dev sandbox

6.8. Support SVP with integration and user acceptance testing

7. General Provisions:

- 7.1. Sun-Net shall provide installation and configuration manual(s) covering all aspects of the system infrastructure.
- 7.2. Sun-Net shall provide one electronic copy of User Guides for all standard and custom software.
- 7.3. Sun-Net shall provide on-site training that covers System Installation and Configuration, Software Configuration, Software Administration, and General Use of the Software. The scope of the training shall be to train the trainers on the complete use of the Software and to provide them the knowledge and materials required to design and test the system as well as information to conduct such training sessions for others in SVP. Sun-Net shall provide one electronic copy of the training materials and hereby grants SVP unlimited permission to copy, use, adapt, and change the materials for future or additional classes. SVP shall reproduce materials and conduct additional training required for other personnel.
- 7.4. Sun-Net Responsibilities: Sun-Net shall be responsible for the following services, tasks, and activities for Sun-Net and SVP.
 - 7.4.1. Assign personnel as required to complete scope of work, which may include Project Manager, Project Lead, Developers and Testers.
 - 7.4.2. Perform and provide deliverables as noted in the Deliverables section
 - 7.4.3. Provide regular project status to SVP team
 - 7.4.4. Setup and maintain a development system at Sun-Net site and retain copy of original and all developed customized software in version control.
 - 7.4.5. Deploy and fully test all deliverables in SVP's environment
 - 7.4.6. Perform Unit testing on Sun-Net side and assist with Integration testing at SVP for review and acceptance;
 - 7.4.7. Complete acceptance testing in SVP environment
 - 7.4.8. Provide training on the delivered modules
 - 7.4.9. Deliver patch and release notes for SVP upon each mutually agreed upon release.
- 7.5. SVP Responsibilities
 - 7.5.1. Assign a core team composed of subject matter experts, Information Technology (IT) support staff and analysts, project manager.
 - 7.5.2. Provide requirements to Sun-Net pertaining to deliverables listed.

- 7.5.3. Provide data for Equipment, Substations, Personnel/Switchmen details to Sun-Net for loading into TOA database
- 7.5.4. Assist with development of interfaces with other internal application such as Active Directory etc.
- 7.5.5. Ensure requests from Sun-Net are acted upon within a timely period.
- 7.5.6. Perform Factory Acceptance and User Acceptance testing.
- 7.6. Project Management and Acceptance Criteria
 - 7.6.1. SVP and Sun-Net shall mutually agree to an Implementation Schedule
 - 7.6.1.1. The implementation schedule shall include milestones based on schedules identifying key deliverables and proposed completion dates.
 - 7.6.1.2. Sun-Net project lead and SVP will hold weekly project meetings through WebEx or phone to update each milestone status and review tasks.
 - 7.6.1.3. The schedule and milestone deliverables are subject to revision during implementation in consultation and agreement with the SVP team. The milestone items may be done in parallel and sequence may change based on availability of SVP resources.
 - 7.6.1.4. The schedule applies to delivery of functional requirements based on initial estimate of effort.
 - 7.6.1.5. The schedule does not take into account any major scope changes and any delays due to unavailability of SVP resources.
 - 7.6.2. Sun-Net uses an iterative development process. The intent behind this process is to minimize risk and optimize the product's end user value with continuous feedback.
 - 7.6.2.1. Immediately following the project kick-off, Sun-Net will set up a "hands-on" TOA sandbox server on Sun-Net's facility.
 - 7.6.2.2. Sun -Net will then do a demonstration for the SVP team to go over all the features and functions in the base product. SVP core team can start to use and get a feel of the features contained in the base TOA version.
 - 7.6.2.3. During the design sessions, Sun-Net will also perform gap analysis to bridge the gap in features currently existing in TOA and the features expected by SVP.

- 7.6.2.4. SVP users will work with SVP's project manager and Sun-Net to identify enhancement requirements.
- 7.6.2.5. Sun-Net will analyze these requirements and design the required changes in TOA. In some cases, the Sun-Net team prototypes certain features so that users can visualize the functionality and provide instant feedback to influence the design.
- 7.6.3. The entire project is divided into iterations of about 2-4 weeks long with milestones.
 - 7.6.3.1. Various parts of the software are developed in different milestones and integrated incrementally into the main working system.
 - 7.6.3.2. At the end of each iteration, there are working features/functions available for the users to test.
 - 7.6.3.3. Users then provide feedback based on the working solution and a task list is created.
 - 7.6.3.4. The tasks are then prioritized as per business value and serve as input for the next iteration along with other planned features of the phase.
- 7.6.4. SVP Project Manager, Sun-Net's project Manager and any additional personnel involved in the project, shall meet weekly via WebEx/conference call. The purpose is to discuss the progress made by Sun-Net and other project team members in the performance of their obligations during the period since the most recent meeting.
 - 7.6.4.1. As Deliverables are received, SVP team will complete testing on Sun-Net's sandbox to ensure the requested functionality is correct.
 - 7.6.4.2. During User Acceptance Testing, SVP will validate that the delivered system meets specified functional and reasonable software performance requirements.
 - 7.6.4.3. SVP's final acceptance of the all deliverables required by this SOW shall be deemed to have occurred when there are no critical or major defects impeding the use of the software.
- 7.7. All development, implementation and installation will be managed from the Sun-Net San Jose office.
- 7.8. Hardware and Software Requirements

Until transition to cloud services, SVP shall provide hardware and operation system server software for the application that meets the following requirements and Contractor shall support and implement as outlined below:

- 7.8.1. The current configuration will need two physical servers and therefore, two Windows OS licenses
 - 7.8.1.1. One Production Server hosting both application server and database
 - 7.8.1.2. One Backup Server hosting both application server and database
- 7.8.2. The following are the requirements for each server:
 - 7.8.2.1. Windows 2012 R2 64-bit Server and above
 - 7.8.2.2. 32 GB RAM
 - 7.8.2.3. At least 4 core CPU with each core 2Ghz or above
 - 7.8.2.4. At least 120GB free space (240GB overall disk space is ideal)
 - 7.8.2.5. Around 1 GB table space initially required. TOA database typically grows at the rate of 500 MB per year.
- 7.8.3. Sun-Net will install TOA required software and use the Windows Server OS provided by SVP to prepare the servers.
- 7.8.4. Sun-Net will provide embedded Oracle database license exclusively for TOA and install it on the database server machine.
- 8. Technical Support and Maintenance
 - 8.1. Annual Support costs are effective upon Acceptance of items in Section 1 – 6 of Exhibit A (Acceptance Date).
 - 8.1.1. When Contractor determines that SVP has accepted system implementation, Contractor shall notify SVP.
 - 8.1.2. SVP shall have fifteen (15 days) from that notification to identify any issues that need resolution before system can be accepted.
 - 8.1.2.1. If no issues require resolution, the Acceptance Date shall be the date of notification from Contractor.
 - 8.1.2.2. If SVP identifies issues requiring resolution, Contractor shall resolve those items to the satisfaction of SVP. Once outstanding items are resolved, Contractor shall provide a new notification to SVP.
 - 8.1.2.3. In the event that SVP does not respond within 15 days of the notification from Contractor, the system will be determined to be accepted as of the date of the notice.
 - 8.2. Technical Support Availability
 - 8.2.1. Technical Support Contact Information:
 - 8.2.1.1. Technical Support Dial-In Line: (408) 323-1318, Option 2 or (408)657-8684.
 - 8.2.1.2. Technical Support Email: support247@snscsw.com

- 8.2.2. Hours of Support: Assistance is available 24 hours per day and seven days per week (24 X 7) including all holidays.
- 8.3. Support plan includes 80 hours of enhancement effort.
- 8.4. Additional TOA customization will be provided at a discounted T &M rate of a \$150/hour.
- 8.5. Sun-Net Support and Maintenance includes:
 - 8.5.1. Advisory/Remedial Consultation: Sun-Net will be available, as specified in Service Availability, via telephone and e-mail. Sun-Net's Technical Representative will review usage problem(s) encountered by SVP. The Technical Representative will offer a resolution or a suggested direction to obtain a resolution to the problem.
 - 8.5.2. Dial-in Assistance: Sun-Net will provide dial-in assistance for problem resolution on Software as requested by the purchaser. Support efforts will be available and performed 24 X 7.
 - 8.5.3. Software Problem Reporting
 - 8.5.3.1. Where an over-the-phone solution is not possible and Sun-Net determines that the cause of a problem appears to be due to a defect in the software, SVP will be directed to submit a Software Problem Report ("SPR") describing and detailing the problem. The SPR may be submitted electronically via e-mail to the assigned Technical Support Representative.
 - 8.5.3.2. If the categorization of the SPR is identified as critical, the SPR will be handled via phone by technical support at no charge. Sun-Net will apply resources immediately until the problem is resolved. Resolution may include software patches or other approaches as required. SPRs submitted against Sun-Net Standard software and found to be related to customizations will be addressed on a time and material basis using the rates and support hours specified in this Agreement. Hours will be debited against available balance hours for any Service Agreement Plan in effect at that time.
 - 8.5.3.3. If the problem is identified and related to SVP based incorrect data entry, SVP attempted modifications, or other customer related activities, consultation with Sun-Net Representatives will be charged on a time and material basis. Hours will be debited against available balance hours for any Service Agreement Plan in effect at that time.
 - 8.5.3.4. For hours exceeding the Service Agreement Plan in effect, an hourly rate will be applied for consulting

services at the rate specified in Exhibit B – Amended December 15, 2020.

8.6. Professional Service Option Plan Types and Fee

- 8.6.1. This Agreement includes certain amount of hours of labor for development/enhancements and technical support for Sun-Net software as specified in Exhibit B.
- 8.6.2. Professional Service Option is a renewable annual service. The Development/Enhancement hours are never forfeited. Unused hours will carry over to the next year. With thirty (30) days' notice in advance of each annual renewal period, City may request a support plan that does not include Professional Service Option. Any hours that were unused will be available until used.
- 8.6.3. No charge for technical service will apply for problems identified as a result of Sun-Net Software. If a problem is related to incorrect SVP data entry, SVP modifications, or other SVP-related activities, consultation with Sun-Net Representatives will be charged on a time and material basis.

8.7. Software Escrow - Deposit of the source code of software with a third party escrow agent to ensure maintenance of the software instead of abandonment or orphaning in the event that Contractor discontinues support of software.

EXHIBIT B
TO THE AGREEMENT FOR THE PERFORMANCE OF SERVICES
BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND
DANIEL L. SUN INC. DBA SUN-NET CONSULTING
COMPENSATION AND FEE SCHEDULE

1. Compensation: The amount billed to City by Contractor for services under this Agreement as Amended will not exceed four hundred seventy eight thousand one hundred seventy four dollars (\$478,174).
 - 1.1. Except as authorized under Section 3 (Maintenance and Support), additional services shall only be authorized by a written addendum to this agreement in advance of services being performed.
 - 1.2. Additional TOA customization will be provided at a discounted T &M rate of a \$150/hour. All additional services shall be approved by the City through an addendum to this agreement. Contractor's quote for additional services shall include an estimate of hourly labor, number of hours, parts materials, and any other costs associated with such additional work.
 - 1.3. Payment will be made within 30 days of an approved invoice in a format approved by City and subject to verification and approval by City. Contractor will bill City on a milestone basis as specified in Section 2 for Services provided by Contractor on an invoice. Contractor will bill City on an annual basis as specified in Section 3 for Cloud Services, software and maintenance. City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.
2. Cost Estimate - Implementation

Migrate to iTOA Cloud Hosting Option: Microsoft Azure via SQL server database

<i>Item</i>	Description	Cost	Payment Schedule	Estimated Timeline
1	Database migration from Oracle to SQL Server for TO, GO and Admin effort	\$39,000		Estimated Start: Jan 2021, 2 months development
2	PI Interface	\$18,000		March 2021 - 1 month
3	One-time set up and installation fee	\$6,000		
	SUBTOTAL	\$63,000	Upon Test Acceptance	
4	RC/ISO Module License fee	\$15,000	Upon Contract Execution	
5	CAISO OMS V3+ and iTOA interface development and configuration	\$36,000	Upon Test Acceptance	May 2021, and target June 2021 online
	SUBTOTAL	\$51,000		
	TOTAL – One Time Costs	\$114,000		Jan 2021 – Jun 2021

3. Annual Cloud Hosting Fee, Support, and Maintenance Fees

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Annual Cloud Hosting fees Upon Contract Execution (Invoiced on execution of agreement and annually thereafter.)	\$12,000	\$12,360	\$12,731	\$13,113	\$13,506	\$13,911
Annual iTOA 24x7 cloud maintenance and support fee (Prorated on Acceptance Date and annually thereafter to coincide with Annual Cloud Hosting Fees)	\$2,250 per month / estimated 6 months (13,500)	\$27,810	\$28,644	\$29,504	\$30,389	\$31,301
Annual Professional service basic plan (300 hours first year and 80 hours for the remaining years) (Invoiced on Acceptance Date and annually thereafter to coincide with Annual Cloud Hosting Fees)	\$45,000	\$12,400	\$12,800	\$13,200	\$13,600	\$14,000
Subtotal	\$70,500 (estimated 6 months iTOA support)	\$52,570	\$54,175	\$55,817	\$57,495	\$59,212
Software Escrow Set up fee (Invoiced on Acceptance Date and annually thereafter)	\$ 2,050					
Software Escrow annual maintenance fee (Invoiced on Acceptance Date and annually thereafter. Cost is estimated as this cost is passed through from a third-party with no mark up. Contractor shall provide proof of actual costs. In the event that the actual cost exceeds the annual amount specified, an amendment to this agreement may be required.)	\$1,910	\$1,967	\$2,026	\$2,087	\$2,150	\$2,215
Subtotal	\$3,960	\$1,967	\$2,026	\$2,087	\$2,150	\$2,215
One Time Total & Annual Total	\$74,460	\$54,537	\$56,201	\$57,904	\$59,645	\$61,427

4. Reimbursable Expenses: Other than as specified above, there are no reimbursable expenses (including travel) associated with this agreement. The City shall not reimburse local travel (within Santa Clara County).

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

\$2,000,000 Each occurrence
\$2,000,000 General aggregate
\$2,000,000 Products/Completed Operations aggregate
\$2,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated

wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. General Aggregate. The general aggregate limits shall apply separately to Contractor's work under this Agreement providing coverage at least as broad as Insurance Services Office (ISO) Endorsement CG 2503, 1985 Edition, or insurer's equivalent (CGL);
4. Cancellation.
 - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
 - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
5. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. **ADDITIONAL INSURANCE RELATED PROVISIONS**

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to

City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

G. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara | Silicon Valley Power
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097
Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

H. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.



Agenda Report

21-1073

Agenda Date: 1/12/2021

REPORT TO COUNCIL

SUBJECT

Action on the Parks & Recreation Commission Recommendation that the Council approve the Magical Bridge All-Inclusive Playground in Central Park Schematic Design Scopes A, B, C and D and Introduction of an Ordinance Approving the Central Park All-Inclusive Playground Schematic Design in Accordance with City Charter Section 714.1

COUNCIL PILLAR

Enhance Community Sports, Recreational and Arts Assets

BACKGROUND

Since 2013, the City Council has an adopted Council Pillar to “enhance community sports, recreational and arts assets.” To achieve this goal, the City’s Park & Recreation design standards promote community health, wellness, and inclusion for all ages and abilities, while supporting environmental sustainability and integration of park playgrounds with the natural habitat. In addition, the City of Santa Clara has subscribed to the World Health Organization’s “Age Friendly City” initiative.

The Central Park Arbor Center Playground is a small, 1960’s era, metal, wood and stone play space that was identified in the Parks & Recreation Facility Condition Assessment (Kitchell, 2018) as in critical condition and in need of replacement.

In 2017, the County of Santa Clara (County) initiated an All-Inclusive Playground Grant (AIPG) Program with successive rounds of competitive funding. On April 3, 2018, the City Council adopted Resolution No. 18-8511 which approved an AIPG application in Round Two and delegated authority to the City Manager to execute County grant documents, to develop a Letter of Intent with Magical Bridge Foundation, and to approve related City budget amendments.

While the County did not fund the City’s application in Round Two, additional County funding was made available, and on October 9, 2018, the Council adopted Resolution No. 18-8610 to authorize the City Manager to submit a new grant application that was successful. On March 29, 2019, the City entered into a grant agreement with the County for a Magical Bridge All Inclusive Playground in Central Park (Project) in the amount of approximately \$4.6 million. The Project is to be funded through budgeted City Capital Improvement Program funds in the amount of \$1.8 million, the County AIPG in the amount of \$1.765 million, and additional funding of at least \$1 million to be raised by the Magical Bridge Foundation through individual, community and corporate support.

On June 25, 2019, the City approved a License agreement in the amount of \$500,000 with the Magical Bridge Foundation to assist in the Project’s community engagement, design, license to use the Magical Bridge Foundation brand, and to raise one million dollars towards the Project costs.

Magical Bridge will receive an additional 8% of funds raised, which are to be appropriated prior to the construction award. In addition, the City entered into an agreement with Groundswell Landscape Architects (Groundswell) in the amount of \$479,500 to complete community outreach, schematic design, construction plans and specifications (PS&E), and provide bid and construction support. The Project design team includes the Magical Bridge Foundation, the City Parks & Recreation Department, the Public Works Department, and incorporates input from the various City commissions and the community through the outreach and approval processes.

On October 15, 2019, Groundswell and the Magical Bridge Foundation introduced the Magical Bridge Playground concept and design team to the Parks & Recreation Commission, discussed how the public input and design process would work, and highlighted opportunities for the public to support the Foundation's fundraising efforts for the Santa Clara All Inclusive Playground.

DISCUSSION

The community outreach involved presentations to City commissions, in-person community meeting and an on-line survey. On December 2, 2019, the Design Team presented the concept to the Cultural Commission (RTC19-1390) for review and public input. On December 10, 2019, the Design Team presented the concept to the Youth Commission. On January 18, 2020, the Design Team held a community meeting at the Community Recreation Center (CRC) and the adjacent seasonal ice rink as well as held a Project site walk in Central Park where the public comment included votes on the various playground apparatus. In addition, a community survey was posted on the City's website from February 3 to February 20, 2020 with 166 participants. The feedback was incorporated into the initial Schematic Design.

Schematic Design Scope & Elements

The Schematic Design includes scope of work "A", "B", "C" and "D".

- Scope A-"Playground" and Scope B-"Restroom" will provide: a Child zone for ages 2-5, Spin zone, Swing zone, Slide mound, Imagination zone (two story playhouse), improvements to the existing amphitheater terrace seating, a donor entry plaza, improved picnic area, and rehabilitation of the adjacent existing Arbor Center Restroom. Scope A and B are within the currently funded estimated construction budget of \$2.5 million.
- Scope C-"Additional/Alternate Playground Elements" may provide: hill top area improvements, laser harp, sway boat, additional renovation to the amphitheater, a "Look Out" balcony, and adult fitness stations. While these are included in the schematic design, they may be constructed contingent upon Magical Bridge Foundation fund raising the estimated construction cost of approximately \$860,000.
- Scope D-"Additional/Alternate Walkway improvements" may provide the aesthetically desirable, but not essential for Project completion, park pathway and lighting upgrades. While these are included in the schematic design, they are contingent upon funding the estimated construction in the amount of \$130,000, which maybe available at time of award of bid based on actual bid amounts and use of any available project contingency.

In addition, the City has approved and funded a separate CIP Project that will provide a signalized entry at Kiely Blvd./Kaiser Dr., with improved parking, ADA accessible drop-off/pick-up area, and walkway improvements to the second entrance into the Magical Bridge Playground.

Magical Bridge Fundraising

Magical Bridge reports having raised an estimated \$200,000 and will continue its efforts through the award of construction which is anticipated in Winter 2021. This extended time will provide additional opportunities to identify corporate and community funds to support specific additional elements and be recognized on the donor wall.

Project Timeline

It is anticipated that Construction Plans, Specifications & Cost Estimate (PS&E) will be completed by Fall 2021. The Bid & Award is anticipated to come before Council in Winter 2021. The Project Construction will be approximately 18 months, beginning early 2022. It is anticipated that the playground will open in Spring 2023.

Commission Action

On October 20, 2020, the Park & Recreation Commission reviewed a presentation by the Parks & Recreation Director and Magical Bridge Foundation (Attachment 2). The Schematic Design meets the City Council approved Central Park Master Plan Update Guiding Principles, the County AIPG guidelines, and the City's research-based best practices for play and inclusionary/universal design. The Project provides the seven elements of play, addresses all required fall heights and safety zones, fits within site topography & constraints, and integrates with the existing park trees and natural elements. After discussion, the Parks & Recreation Commission unanimously recommended that Council approve the proposed Magical Bridge All-Inclusive Playground Schematic Design.

Council Consideration

The Council action is consideration of the Parks & Recreation Commission's recommendation to approve the Magical Bridge All-Inclusive Playground Schematic Design as presented including Scopes A, B, C, and D. This will move the design into development of construction plans and specifications (PS&E) and engineers estimate. The current level of approved Project funding is anticipated to complete the scope of work included in A and B. The decision to include/exclude the Additional/Alternate Scopes of Work C and D will be determined at time of award of Construction Bid which is anticipated to occur in Fall/Winter 2021. This will provide time for the Magical Bridge Foundation to continue its fundraising efforts, and complete the identification of donor funded play elements and an assessment of actual construction bid costs.

MEASURE R

The recommended changes to the existing Central Park may be subject to Measure R. In November 2016, voters passed Measure R, which added Section 714.1 Protection of Parkland and Public Open Space to the City Charter. Measure R prohibits selling, leasing, or otherwise disposing of parkland for a period of one hundred eighty (180) days or more, and also prohibits its use from changing, being abandoned, or discontinued without such sale, lease, disposal or changed use having first been authorized or ratified by a two-thirds majority vote of the electorate during a general municipal election for that purpose. Measure R also prohibits changes in park use for over 180 days without a majority vote of the electorate and substantial building, construction, reconstruction or development upon dedicated parkland except pursuant to ordinance subject to referendum. The referendum process is set forth in the Elections Code.

The Magical Bridge All-Inclusive Playground Project in Central Park may be considered as "substantial building, construction, reconstruction, or development" of the existing park and playground. The approval of the Schematic Design and Central Park Master Plan Update will require an ordinance (Attachment 2) in order to comply with Measure R and is being introduced tonight for

the Council's consideration. It does not include a sale, lease, disposal, or change in use requiring a majority vote of the electorate. Staff recommends City Council approve the Magical Bridge All-Inclusive Playground Schematic Design (Attachment 1), and introduce the ordinance (Attachment 2) to ensure compliance with Measure R. The ordinance will come back to Council at a subsequent meeting for adoption in accordance with City Charter sections 808 and 812.

ENVIRONMENTAL REVIEW

The action being considered is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines sections 15301 "Existing Facilities", 15302 "replacement or reconstruction", and 15303 "new construction or conversion of small structures" as the activity consists of the operation, repair, maintenance, permitting or minor alteration of existing public facilities or topographical features involving negligible expansion of use beyond that existing at the time of the lead agencies determination.

FISCAL IMPACT

There is no fiscal impact from the current decision. The Central Park Magical Bridge Playground capital project (#3183) in the Parks and Recreation Capital Fund has an approved budget allocation of approximately \$4.7 million, consisting of City Capital Improvement Program funds in the amount of \$1.8 million, County AIPG funds in the amount of \$1.765 million, and Magical Bridge funding of at least \$1 million. The estimated construction costs for the proposed Schematic Design Scope A - Playground and the Design Scope B - Restroom Rehabilitation is \$2.5 million. The Scope C - Additional/Alternate playground elements - cost is approximately \$860,000 and dependent upon Magical Bridge Foundation's fundraising effort as well as community and corporate donations. The Scope D - Additional/Alternate walkway and entrance improvements in the amount of \$130,000 is also unfunded. The remaining Project funds of approximately \$1.0 million are available and budgeted for design, administration, and permitting including mobilization, general conditions, bonding, escalation, permits, insurance, and City Project administration. Current park maintenance activities are included in the Parks & Recreation Department's annual operating budget.

PUBLIC CONTACT

Public contact was made by posting the City 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, e-mail clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>>.

RECOMMENDATION

1. Approve the Magical Bridge All-Inclusive Playground in Central Park Schematic Design Scopes A, B, C and D; and
2. Introduce an ordinance approving the All-Inclusive Playground Schematic Design in accordance with City Charter Section 714.1

Reviewed by: James Teixeira, Director of Parks & Recreation

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Magical Bridge All Inclusive Playground in Central Park Schematic Design

2. Ordinance in Accordance with City Charter Section 714.1



City Council

**Magical Bridge Playground
Schematic Design –
Recommendation for
Approval**

November 2020

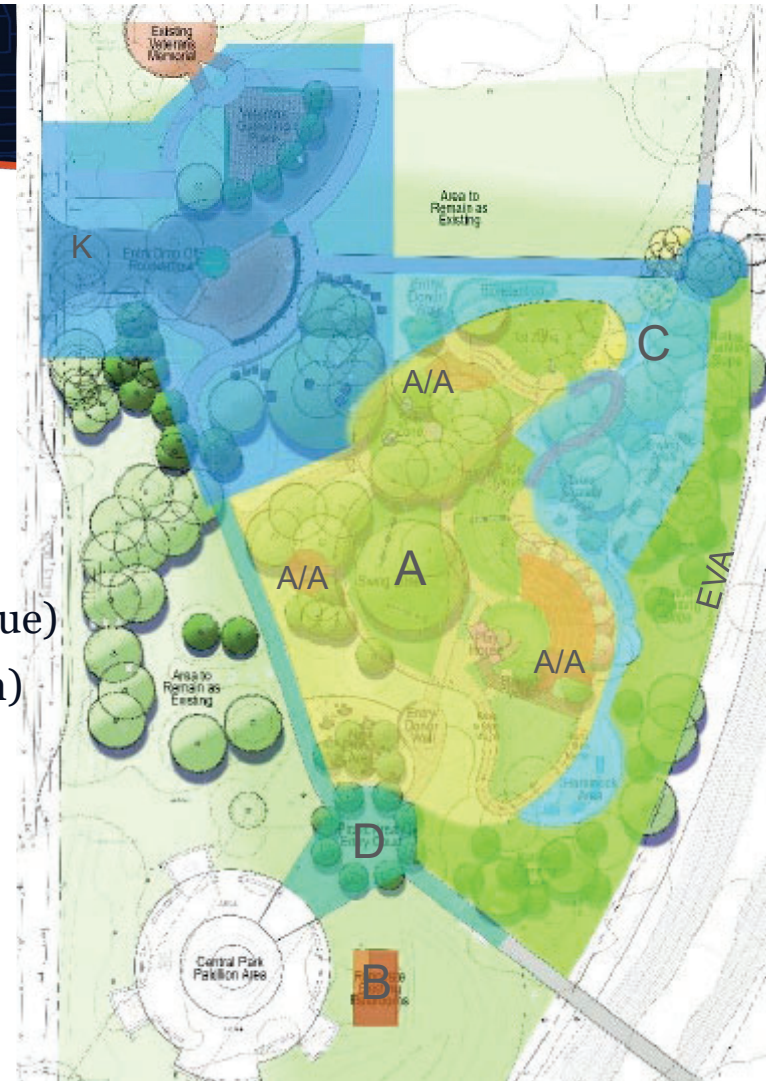


Project Funding

- Total CIP Project Budget: \$4.6 Million
 - \$1.8 Million: City of Santa Clara (Quimby & Developer Contributions)
 - \$1.765 Million: County of Santa Clara (All Inclusive Playground Grant)
 - \$1 Million: Magical Bridge Foundation (Community & Corporate Fund raising; amount to date: \$200,000)
 - Includes design, construction, permits/inspections, contingency

Site Plan–Overview

- **Magical Bridge Playground**
 - Scope A: Playground (yellow*)
 - Scope B: Restroom Rehabilitation (orange)
 - Add/Alt.: *Additional play apparatus
 - Scope C: Mound top, slope, second entry (light blue)
 - Scope D: playground entry & walkway (dark green)
- **Other Improvement Projects - Central Park**
 - Kiely Blvd./Kaiser Park Entry (dark blue)
 - EVA/Trail (light green)
 - Pavilion Parking Lot (off diagram, below right)



Site Plan—Overview

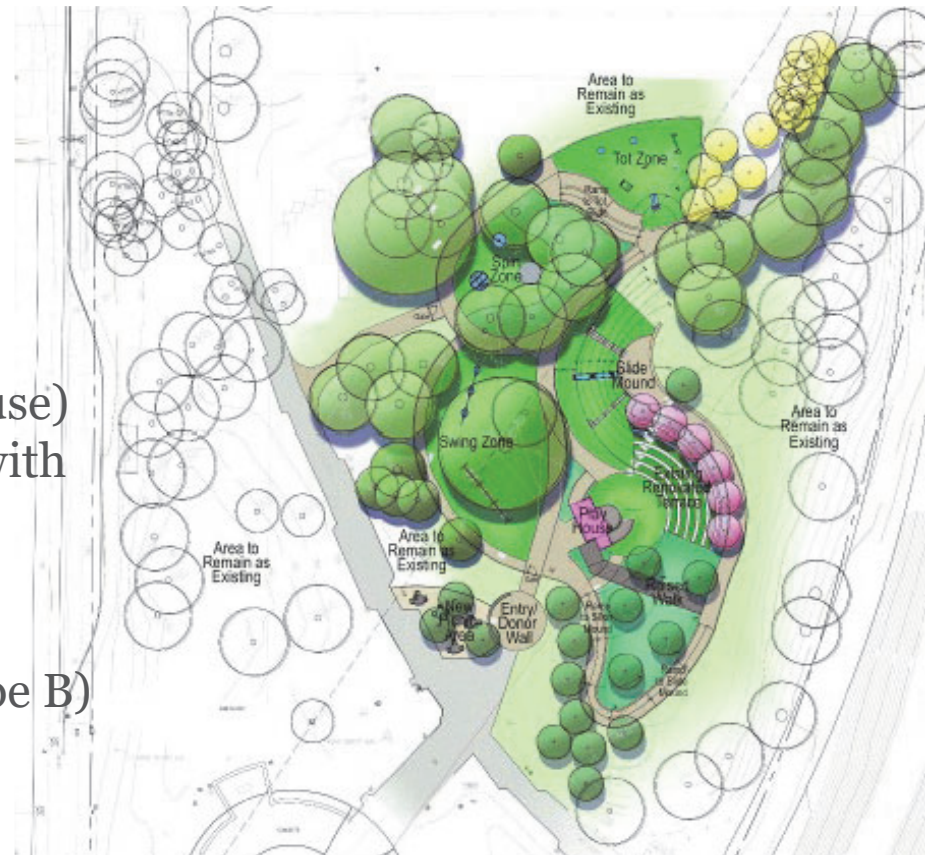




Playground Design

Design Scope - (Est. Constr. \$2.5M)

- **Play Zones (Scope A)**
 - Child Zone (ages 2-5)
 - Spin Zone
 - Swing Zone
 - Slide Mound
 - Imagination Zone (2 Story Playhouse)
 - Existing Terrace Seating (remain with Synthetic Turf Added)
 - Donor Entry Plaza
 - Picnic Area
 - **Restroom Rehabilitation (Scope B)**
- **Construction Contingency (\$.25M)**





Playground Design

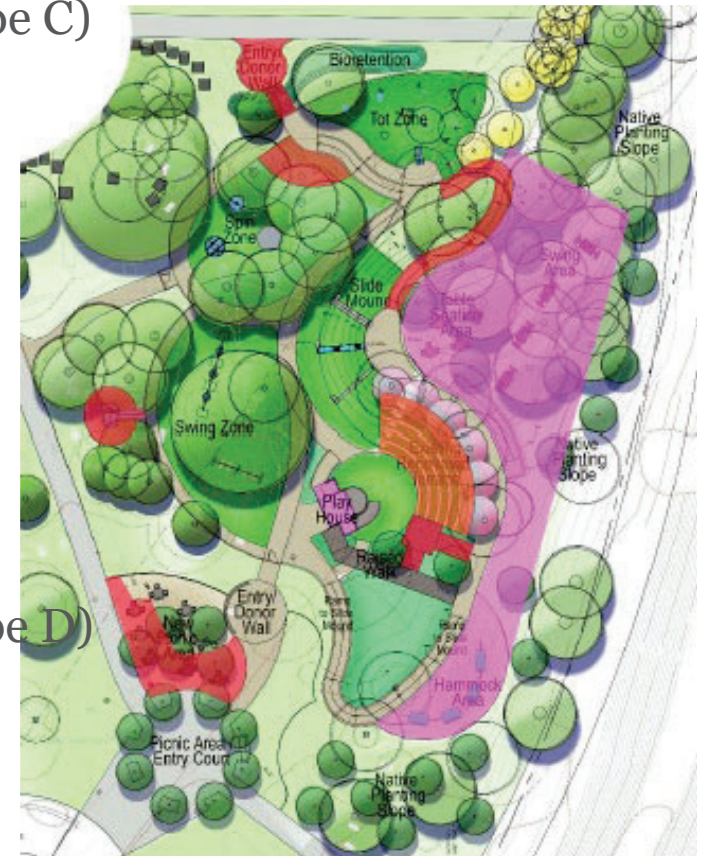
- **Add/Alternate 1-Playground Elements (Scope C)**
(est. const. \$860k)

- Hill Top Play Area (purple)
- Swings
- Hammocks
- Look Out
- Access Ramp
- Seating
- Innovation Zone (Laser Harp)
- Sway Boat
- Full Renovation of Existing Terrace
- Adult Fitness Area
- Lookout/Balcony Deck to Playhouse

- **Add/Alternate 2-Walk way & entrance (Scope D)**
(est. const. \$130k unfunded)

- **Other CIP Projects (CP Master Plan)**

- Secondary Entry (funded)
- Expanded Picnic Area (unfunded)





Playground Design

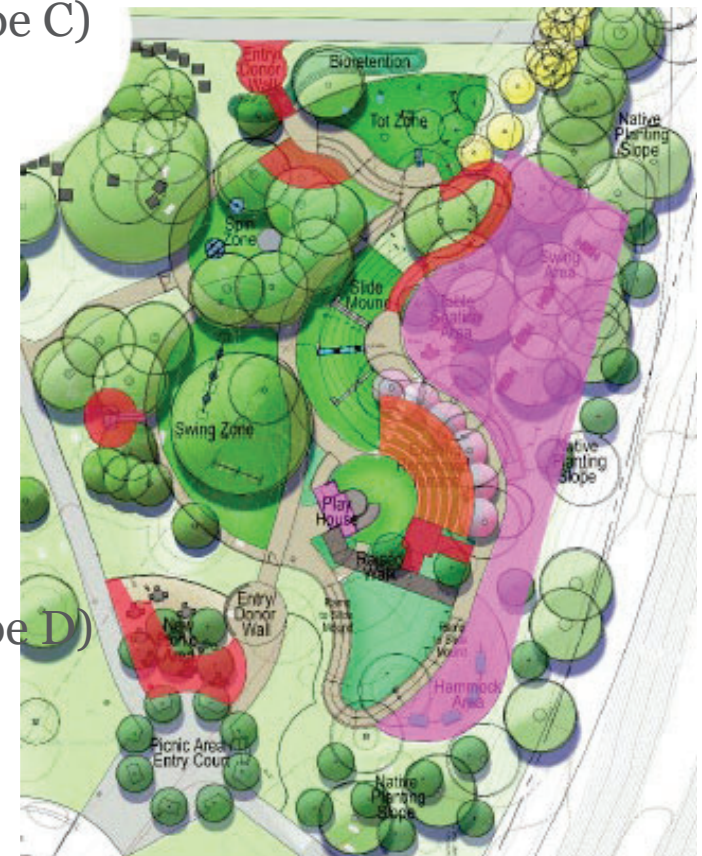
- **Add/Alternate 1-Playground Elements (Scope C)**
(est. const. \$860k)

- Hill Top Play Area (purple)
- Swings
- Hammocks
- Look Out
- Access Ramp
- Seating
- Innovation Zone (Laser Harp)
- Sway Boat
- Full Renovation of Existing Terrace
- Adult Fitness Area
- Lookout/Balcony Deck to Playhouse

- **Add/Alternate 2-Walk way & entrance (Scope D)**
(est. const. \$130k unfunded)

- **Other CIP Projects (CP Master Plan)**

- Secondary Entry (funded)
- Expanded Picnic Area (unfunded)





Project Schedule (estimated)

- Community Input: January - October 2020
- Parks & Recreation Commission Review and Rec.: Oct 20, 2020
- Council Review & Approval of Schematic Design: Nov-Dec 2020
- Construction Plans, Specifications & Cost Estimate: Fall 2021
- Bid & Award: Winter 2021
- Project Construction: Early 2022
- Playground Open: Spring 2023

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF SANTA CLARA,
CALIFORNIA, APPROVING THE MAGICAL BRIDGE ALL
INCLUSIVE PLAYGROUND IN CENTRAL PARK
SCHEMATIC DESIGN IN ACCORDANCE WITH CITY
CHARTER SECTION 714.1**

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

WHEREAS, the Central Park (“Park”) site located at Kiely Blvd. (APNs 290-29-026, 290-39-032, 290-29-009, 290-14-249) as recorded in County of Santa Clara January 1, 1973 and dedicated as parkland in the City of Santa Clara’s General Plan; and,

WHEREAS, the funding for the Central Park Arbor Center Playground/Magical Bridge All-Inclusive Playground Project (“Project”) was approved by City Council in the Capital Improvement Project Budget (CIP #3183) in 2020, and the City has been awarded an All Inclusive Playground Grant by the County of Santa Clara (AIPG) in 2019; and,

WHEREAS, the Project proposes improvements as recommended by the Parks & Recreation Commission October 2020 and as depicted in the Magical Bridge All Inclusive Playground Schematic Design, include replacement of the Arbor Center Playground with construction of a new playground for all ages and abilities based on research based best practices and all elements of play, new site furnishings, Arbor Center bathroom rehabilitation, landscaping and trees, among other items (“Park Project Improvements”); and,

WHEREAS, the voters of the City of Santa Clara passed Measure R in 2016, which added section 714.1 to the City Charter, which prohibits substantial building, construction, reconstruction, or development of parks and recreation facilities except pursuant to ordinance subject to referendum; and,

WHEREAS, the Park Project Improvements constitutes a substantial building, construction, reconstruction and/or development, and is subject to Measure R; and,

WHEREAS, the City Council desires to approve the Park Project Improvements by ordinance in accordance with City Charter section 714.1.

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

SECTION 1: That the City Council hereby approves the building, construction, reconstruction and/or development of Central Park in accordance with the Magical Bridge All-Inclusive Playground Schematic Design, attached hereto and incorporated by this reference, and in accordance with City Charter section 714.1.

SECTION 2: 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 3: This Ordinance shall not be codified in the Santa Clara City Code.

///

///

SECTION 4: Effective date. This ordinance shall take effect thirty (30) days after its final adoption; however, prior to its final adoption it shall be published in accordance with the requirements of Section 808 and 812 of “The Charter of the City of Santa Clara, California.”

PASSED FOR THE PURPOSE OF PUBLICATION this day of , 2021, 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. Magical Bridge All Inclusive Playground In Central Park Schematic Design



Agenda Report

21-1155

Agenda Date: 1/12/2021

REPORT TO COUNCIL

SUBJECT

Action on Amendment No. 1 to the Management Agreement between Lifetime Tennis, Inc. and the City of Santa Clara to address COVID-19 Impacts to Programs & Revenue

COUNCIL PILLAR

Enhance Community Sports, Recreational and Arts Assets

BACKGROUND

The Parks & Recreation Department operates and maintains 28 tennis courts at 10 park sites throughout the City. The primary facility is the Santa Clara Tennis Center at Central Park, which consists of eight courts, a ball wall and small pro shop with two additional courts adjacent to the Community Recreation Center. Other multiple tennis court sites are located at Henry Schmidt Park and the new courts at Buchser Middle School. The City's tennis courts have been used year-round by the community for reserved and drop in use for recreational and competitive tennis play. In addition, the City has an instructional recreation tennis program with camps, clinics, and special events.

On December 4, 2018, following a competitive Request for Proposal (RFP) process, Council authorized the City Manager to execute a five-year (2019-2024) Management Agreement with LifeTime Tennis, Inc. dba LifeTime Activities (Attachment 1) to manage the tennis courts, pro shop and restrooms at the Santa Clara Tennis Center and two of the four courts located at Henry Schmidt Park. By agreement, LifeTime Activities provides in person and on-line reservation/registration services, certified professional tennis instruction and staff, recreational programs, clinics, summer camps, special tennis related events, pays the City a Management Fee of \$30,000 per year (and annual increases tied to the Bay Area Consumer Price Index (CPI) plus 1%), and \$50,000 toward capital maintenance and improvements.

In March of 2020, State and County Health Orders shut down non-essential business activities including LifeTime Activities in Santa Clara in response to the global coronavirus pandemic. As updated State and County Orders have allowed, some Tennis operations and activities have been able to resume under required health and safety Protocols, but not without significant disruptions in services, added cost to implement protocols, and lower participation rates and corresponding reductions in revenue. In addition, there have been periodic closures of the facilities due to unhealthy air quality and heat due to unprecedented California fires and weather conditions.

LifeTime Activities has reported a loss in revenue and therefore requested an adjustment in program hours and fees.

DISCUSSION

City Parks & Recreation staff met remotely with Lifetime Activities several times to assess the impact

on revenue, review and implement protocols, and to restore services and activities for the general public to the extent permitted. Lifetime Activities has had to lay-off a majority of its staff, reduce costs, and absorb revenue loss. The net revenue decrease has \$201,000 (approximately 40%) during the April through August 2019 to 2020 year over year comparison in Santa Clara (and over \$515,000 company-wide decrease). Unfortunately, current operations are not sustainable, and Lifetime Activities has requested an amendment to the Management Agreement.

Amendment No. 1 (Attachment 2) contains COVID-19 impact response measures to provide relief to LifeTime Activities while maintaining professional facility supervision at Central Park Tennis Center for the City. If approved, the Amendment would include:

1. Forbearance of the Management Fee in the amount of \$30,000 plus the CPI escalator for the period April 1, 2020 through March 31, 2021. The elimination of the fee may be extended through December 31, 2021 depending on the net revenues of LifeTime Activities.
2. Modification of Supervised Hours at the Santa Clara Tennis Center in Central Park through March 31, 2021.

Schedule	Current	Modified
Monday - Friday	8:00 a.m. to 10:00 p.m.	8:00 a.m. to 1:00 p.m.
		3:00 p.m. to 9:00 p.m.
Saturday/Sunday	8:00 a.m. to 8:00 p.m.	8:00 a.m. to 6:00 p.m.
The weekday, mid-day "break" 1:00 p.m. to 3:00 p.m. is the least active time and is within the weekday 12:00 p.m. to 4:00 p.m. "free" public play period. Closing the Tennis Center Office during this non-prime time will not result in adverse impact to public use.		

3. The addition of a "Monthly Operational Review" meeting starting in March 2021 between Lifetime Activities and City to re-evaluate the "state of tennis", determine next steps, and consider any continuation of management fee forbearance. While collection of revenue (fees for services) from the public based on muni fee schedule will continue, it is expected to remain at, or below operating costs (i.e. at a loss).

If approved, the Amendment will reduce the City's General Fund and Parks & Recreation Department's anticipated revenues by approximately \$30,000, which will be absorbed through cost reductions in the Department, such as not filling a position vacancy until the salary savings have been achieved which will result in a minimal, short term Recreation service reduction.

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 commitment to a specific project which may result in potential significant impact on the environment.

FISCAL IMPACT

The Amendment No. 1 will reduce City General Fund revenues in the amount of \$30,000 plus the CPI escalator to reflect the elimination of the management fee through March 2021. The elimination

of the fee may be extended through December 2021 depending on the net revenues of LifeTime Activities.

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

Authorize the City Manager to Execute an Amendment No. 1 to the Management Agreement between LifeTime Tennis, Inc. dba LifeTime Activities and the City of Santa Clara and delegate authority to make any needed modifications to the Agreement through December 31, 2021.

Prepared by: James Teixeira, Director of Parks & Recreation

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Management Agreement
2. Amendment No. 1

**MANAGEMENT AGREEMENT
BETWEEN THE CITY OF SANTA CLARA
AND LIFETIME TENNIS INC. DBA LIFETIME ACTIVITIES**

COPY

PREAMBLE

This agreement ("Agreement") is entered into by and between the City of Santa Clara, California, a chartered California municipal corporation, with its principal place of business located at 1500 Warburton Avenue, Santa Clara, CA 95050 ("City"), and Lifetime Tennis, Inc., dba Lifetime Activities, a California Corporation with its principal place of business located at 1901 South Bascom Avenue, Suite #1225, Campbell, CA 95008, ("Lifetime"). City and Lifetime Activities may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

BACKGROUND

- A. City owns real estate located at 2625 Hayward Dr. Santa Clara, CA 95051, known as the Santa Clara Tennis Center. The Santa Clara Tennis Center (SCTC) in Central Park consists of 8-lit tennis courts, a practice wall, a pro shop with restrooms, and 2 satellite courts adjacent to the Community Recreation Center. The City also owns real estate at 555 Los Padres Blvd., Santa Clara, CA, known as Henry Schmidt Park (HSP) that has 4-lit tennis courts, as well as other unlit tennis courts available for public use at City parks (SCTC, HSP and all tennis courts located at City parks and available for public use are singularly the "Property", or collectively "Properties").
- B. Lifetime has managed and operated the SCTC for five (5) years since 2013, and provides management/operation of the tennis center and year-round recreational tennis activities for the residents of the City of Santa Clara.
- C. The City wishes to enter into a new agreement with Lifetime for management of the Properties, to include responding to resident complaints about non-permitted tennis uses and private instruction on the Properties.

WHEREAS, IT IS AGREED

AGREEMENT TERMS AND CONDITIONS

1. DESCRIPTION OF PROPERTY

In order to provide tennis-related competitive and recreational activities to Santa Clara residents, and in consideration of the faithful performance by Lifetime of the terms and conditions of this Agreement, City hereby agrees to grant Lifetime the right to manage and operate the Santa Clara Tennis Club, located at 2625 Hayward Dr., in Santa Clara, CA 95051, and two (2) of the four (4) courts located at Henry Schmidt Park, 555 Los Padres Blvd., Santa Clara, CA, and any City-

owned properties that have over 4 tennis courts, including those developed over the term of this Agreement.

2. INTENT

- A. This Agreement supersedes all prior Agreements, if any, between the Parties and their predecessors in interest regarding the use of the Properties.
- B. The City Manager serves as Contract Administrator for this Agreement on behalf of the City Council.
- C. This Agreement is for the non-exclusive use of the Properties for tennis-related recreational activities that are more fully defined in Section 4 of this Agreement. Lifetime represents that they are qualified to manage the Properties. The fulfillment of this Agreement is in the best interest of the City and the health, safety, and welfare of its residents, and is in accordance with the public purpose provisions of applicable federal, state, and local laws and requirements. This Agreement does not convey any interest in real property possessory or otherwise.
- D. Notwithstanding the foregoing or any provisions to the contrary herein, this Agreement is expressly conditioned upon approval by the appropriate agencies for the appropriate licenses required for the operation and management of the Properties.

3. RESPONSIBILITIES OF CITY

- A. Inspection of the Properties. City staff shall inspect the Properties on an annual and/or more frequent basis to assure Lifetime's use of the Properties is in conformance with the terms of the agreement.
- B. Financial. Provide billing invoices for materials, supplies, and utilities used by Lifetime.
- C. Improvements. City shall review, subject to limitations; any proposed building plans and issue permits related to necessary preventative maintenance, repair, or improvement of the Property.
- D. Utilities. City shall pay all utilities and services supplied to the Properties, which may include without limitation, electricity, gas, telephone, light, heating and water.
- E. Recreation Swim for Tennis Camp: Provide free recreation swim for Lifetime's camp participants at the International Swim Center during the summer months for no more than 20 campers per day.
- F. Park Use: Allow Lifetime to bring small groups of campers into Central Park during the school break camps and summer months to facilitate group games on the ball fields, basketball courts or in picnic areas. These uses will be reserved in advance through the Community Recreation Center, and will be for non-exclusive use. Campers will be supervised by Lifetime staff at all times.

- G. Activity Guide: City shall provide Lifetime 2-4 pages per Activity Guide production cycle of free advertising program content for Lifetime's programs and activities, and ½ page of free advertising on the back cover of the Activity Guide 1 time per year.
- H. Additional Tennis Court Permits: Authorize use and ability to program tennis activities for up to two (2) tennis courts and basketball courts at Henry Schmidt Park and any other properties with over 4 tennis courts that developed during the term of this Agreement.
- I. Keys: Lifetime shall be issued keys by City upon appropriate written request and documentation. City shall update records on key assignments on an annual basis with Lifetime. Keys maybe revoked at any time.
- J. Court Lights: City will replace tennis court light bulbs within ten (10) calendar days of written request to City. City will provide labor and necessary equipment at a mutually agreed upon time, to complete the replacement of inoperable bulbs.

4. RESPONSIBILITIES OF LIFETIME

- A. Management Fee. Lifetime shall pay to City an annual management fee as set forth in Exhibit A "Management Fee Schedule," attached hereto and incorporated by reference.
- B. Use of Property. Lifetime shall provide only the following at the Properties:
 - 1. Planning, development and implementation of community-oriented and recreational programs;
 - 2. Supervision of courts, Pro-shop , and restrooms at SCTC;
 - 3. Management of court reservations and program registration services;
 - 4. Individual and group tennis instruction;
 - 5. Permit Professional Tennis Instruction only at City courts with four (4) or more courts;
 - 6. Management and enforcement of Tennis Court rules for non-permitted instruction at City tennis courts;
 - 7. After-school and school break programs;
 - 8. Badminton, Pickle ball, Chess and Table Tennis Programs;
 - 9. Therapeutic-accessible tennis program;
 - 10. Tournament and community events;
 - 11. Advertising, community outreach, and marketing; and,
 - 12. Lifetime shall close courts for City-wide special events during agreed upon times.
 - 13. All other matters necessary or expedient for the efficient performance of the operations in connection with the Properties.
- C. Lifetime shall not use or permit the Properties, or any part thereof, to be used in whole or in part for any purpose other than as set forth in this Agreement except with the prior written consent of the City by resolution of the City, nor for any use in violation of any present or future laws, ordinances, rules or

regulations at any time applicable thereto of any public or governmental entity, including the City of Santa Clara.

- D. Annual Meeting: Lifetime shall meet with City a minimum of once per year to review and discuss Lifetime's past and upcoming programs and activities, maintenance and condition of the Properties, and any other pertinent issue/subject relating to this Agreement. City shall review and approve plans to address any issues and adjustments to the program to respond to facility conditions, including community and patron concerns. During this meeting, Lifetime shall propose to City for approval, at City's sole discretion, a calendar of competitive events. Lifetime activities will provide the City with their current annual financial reports.
- E. Site Management: Lifetime shall provide the following in a manner as set forth herein:
1. Staffing: Provide a Tennis Director, General Manager and a Head Teaching professional at the SCTC. The General Manager must be trained in all facets of tennis facility management.
 2. Livescan/Background Checks: Have all of its representatives, sub-Contractor(s), employees, and volunteers that teach classes or are placed in the supervision of youth, seniors and/or vulnerable populations pre-screened for suitability and have a LiveScan record on file with the City of Santa Clara prior to the start of class or supervision assignment. Lifetime is required to supply an updated list of representatives, sub-Lifetimes, employees, and volunteers to the City each change in session of new classes, activities, or change in Lifetime personnel (staff, board, or volunteers) in order to monitor compliance.
 3. Resident Discount: Provide City residents with a 15% discount on any fees charged for tennis related programs provided by Lifetime at the Properties.
 4. Maintenance: Provide regular maintenance of courts, Pro-shop, and restroom facilities, office space, and any other facility or equipment necessary for the operation of the Properties.
 5. Parking: Maintain the shared onsite parking at each site in a clean and respectful manner, and work with neighbors, and City to ensure impacts to the surrounding neighborhood from on-street parking, increased traffic, or noise are reasonably mitigated.
 6. Pro-Shop: Provide Pro-shop services, including but not limited to equipment, accessories, balls, and stringing service.
 7. Keys: Lifetime shall be responsible for all costs incurred to re-key facilities if keys are lost, stolen, or if a person is found to have keys that were not issued to him/her by the City. Lifetime may not duplicate keys.
 8. Lifetime will keep the SCTC facilities open to the public seven (7) days a week, a minimum from sunrise to sunset, and at such hours as to be in compliance with all contractual commitments of City. Lifetime will operate and keep SCTC open to user groups no less

than the number of hours and days generally comparable to those of similarly developed tennis courts in California.

9. Program Fees: Lifetime shall provide to City in January of each year of this Agreement all fees, rates, and charges for tennis court use, which will need to be approved by City Council as part of the Municipal Fee action. Rates will not be recommended for change more than once per year.

F. Compliance with Laws

1. Lifetime 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, Lifetime'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 Lifetime has read and agrees to comply with City's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).
2. Lifetime, at its sole expense and cost, shall be responsible for procuring the necessary City of Santa Clara licenses and other appropriate licenses from the County or State. Lifetime shall observe and comply with the requirements of all applicable federal, state and local statutes, ordinances and regulations regarding the Properties. Lifetime shall, at its sole expense and cost, procure and keep in force, during the entire term of this Agreement and any extension thereof, all permits and licenses required by such statutes, ordinances or regulations.
3. Lifetime shall, at all times, be duly authorized to conduct business in the state of California. Lifetime shall provide City notice within three (3) days of any suspension or revocation of its entity status with the California Secretary of State.

5. TERM OF THE AGREEMENT

Unless sooner revoked or extended by City in writing, City grants this Agreement for management and operation of the Properties to Lifetime for a time period commencing on January 1, 2019 and ending on December 31, 2023. Upon prior written approval by the City Manager or designee, two five (5) year extensions of the term of this Agreement may be granted after Lifetime submits a written request to City prior to expiration of the term, and City grants such extension, in its sole discretion, in writing.

6. DELINQUENCY CHARGE

Any payment of fees due pursuant to this Agreement that remains due and unpaid under the terms of this Agreement after it becomes due and payable shall be subject to a delinquency charge for violation of this Agreement and for damages, of a sum equal to one-tenth of one percent (0.1%) of such required payment amount per day for each day from the date such required payment amount became due and payable until payment of said required payment amount has been received by the City. Unpaid delinquency charges shall accrue retroactively from the first day of the month in which such required payment amounts were first due and payable and shall be compounded monthly. The City shall apply any monies received from Lifetime first to any accrued delinquency charges and then to any other rental or other sums then due hereunder. The delinquency charges provided by this Section 6 are in addition to all other remedies the City may have that are provided by this Agreement or otherwise by law to enforce payment of any rental or other sum that has become due and has not been paid.

7. RETURN PROPERTY TO EXISTING CONDITION

Immediately upon termination as set forth in Section 13 or expiration of the Agreement as set forth in Section 5, Lifetime shall restore Properties to the same or better condition as it existed prior to Lifetime's operation, as determined by City representatives. At that time, Lifetime shall remove any and all equipment or materials used in conducting the permitted activities. Lifetime expressly acknowledges its financial obligation to fulfill this condition promptly.

8. HAZARDOUS MATERIALS ON THE PROPERTY

A. Lifetime shall not use or store Hazardous Materials of any kind on or near the Properties which could contaminate the Properties, without prior written permission from City. In the event that any Hazardous Material is spilled or leaked or otherwise released on the Properties or any area in the vicinity of the Properties as a result of Lifetime use of the Properties, Lifetime shall promptly take all steps necessary to remove any contamination resulting from such activities. Lifetime accepts full responsibility for all activities and costs incurred related to cleaning up the Properties from the effects of such spill or leak. Lifetime shall be responsible for meeting, and possessing the means to satisfy the requirements of all federal, state and local controlling agencies, such as the Bay Area Water Quality Management District and/or the Environmental Protection Agency, which may have jurisdiction over the region in which the Properties is located or over the substance being used by Lifetime on the Properties.

B. **Hazardous Materials Defined.** The term "Hazardous Material(s)" shall mean any toxic or hazardous substance, material or waste or any pollutant or contaminant or infectious or radioactive material, including but not

limited to, those substances, materials or wastes regulated now or in the future under any of the following statutes or regulations and any and all of those substances included within the definitions of "hazardous substances," "hazardous waste," "hazardous chemical substance or mixture," "imminently hazardous chemical substance or mixture," "toxic substances," "hazardous air pollutant," "toxic pollutant" or "solid waste" in the (a) "CERCLA" or "Superfund" as amended by SARA, 42 U.S.C. Sec. 9601 et seq., (b) RCRA, 42 U.S.C. Sec. 6901 et seq., (c) CWA, 33 U.S.C. Sec. 1251 et seq., (d) CAA, 42 U.S.C. 78401 et seq., (e) TSCA, 15 U.S.C. Sec. 2601 et seq., (f) The Refuse Act of 1899, 33 U.S.C. Sec. 407, (g) OSHA, 29 U.S.C. 651 et seq. (h) Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1801 et seq., (i) USDOT Table (40 CFR Part 302 and amendments) or the EPA Table (40 CFR Part 302 and amendments), (j) California Superfund, Cal. Health & Safety Code Sec. 25300 et seq., (k) Cal. Hazardous Waste Control Act, Cal. Health & Safety Code Section 25100 et seq., (l) Porter-Cologne Act, Cal. Water Code Sec. 13000 et seq., (m) Hazardous Waste Disposal Land Use Law, Cal. Health & Safety Code Sec. 25220 et seq., (n) "Proposition 65," Cal. Health and Safety Code Sec. 25249.5 et seq., (o) Hazardous Substances Underground Storage Tank Law, Cal. Health & Safety Code Sec. 25280 et seq., (p) California Hazardous Substance Act, Cal. Health & Safety Code Sec. 28740 et seq., (q) Air Resources Law, Cal. Health & Safety Code Sec. 39000 et seq., (r) Hazardous Materials Release Response Plans and Inventory, Cal. Health & Safety Code Secs. 25500-25541, (s) TCPA, Cal. Health and Safety Code Secs. 25208 et seq., and (t) regulations promulgated pursuant to said laws or any replacement thereof, or as similar terms are defined in the federal, state and local laws, statutes, regulations, orders or rules. Hazardous Materials shall also mean any and all other substances, materials and wastes which are, or in the future become regulated under applicable local, state or federal law for the protection of health or the environment, or which are classified as hazardous or toxic substances, materials or wastes, pollutants or contaminants, as defined, listed or regulated by any federal, state or local law, regulation or order or by common law decision, including, without limitation, (i) trichloroethylene, tetrachloroethylene, perchloroethylene and other chlorinated solvents, (ii) any petroleum products or fractions thereof, (iii) asbestos, (iv) polychlorinated biphenyls, (v) flammable explosives, (vi) urea formaldehyde, and (vii) radioactive materials and waste.

- C. **Hazardous Materials Indemnity.** Lifetime shall indemnify, defend (by counsel reasonably acceptable to City), protect and hold City harmless from and against any and all claims, liabilities, penalties, forfeitures, losses and/or expenses (including, without limitation, diminution in value of the Properties, damages for the loss or restriction on use of the rentable or usable space or of any amenity of the Properties, damages arising from any adverse impact or marketing of the Properties and sums paid in

settlement of claims, response costs, cleanup costs, site assessment costs, attorneys' fees, consultant and expert fees, judgments, administrative rulings or orders, fines, costs of death of or injury to any person or damage to any property whatsoever (including, without limitation, groundwater, sewer systems and atmosphere), arising from, or caused or resulting, either prior to or during the Agreement Term, in whole or in part, directly or indirectly, by the presence or discharge in, on, under or about the Properties by Lifetime, Lifetime agents, employees, licensees or invitees or at Lifetime direction of Hazardous Material, or by Lifetime failure to comply with any Hazardous Materials Law, whether knowingly or by strict liability. Lifetime indemnification obligations shall include, without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessary Hazardous Materials management plan, investigation, repairs, cleanup or detoxification or decontamination of the Properties, and the presence and implementation of any closure, remedial action or other required plans, and shall survive the expiration of or early termination of the Agreement Term. For purposes of the indemnity provided herein, any acts or omissions of Lifetime, or its employees, agents, customers, sublessees, assignees, Lifetimes or subLifetimes of Lifetime (whether or not they are negligent, intentional, willful or unlawful) shall be strictly attributable to Lifetime.

- D. At the City's request, Lifetime shall provide a report within thirty (30) days following the expiration or termination of this Agreement indicating that Lifetime programs on the Properties have not resulted in any spill, leakage, or release of any Hazardous Materials on the Properties or any area in the vicinity of the Properties. Such report shall be provided at Lifetime cost and be performed by an environmental consultant approved by City.

9. AUDIT OF RECORDS AND INCIDENT REPORTING

- A. Lifetime shall provide City with a complete, board approved, auditable financial report of all revenues and expenditures on an annual basis in February of each year for the prior fiscal year. Lifetime shall submit at the annual meeting a current list of its Board of Directors, its Articles of Incorporation, By-laws, Federal Determination Letter, City business license, inventory of items that Lifetime stores at the Property, including but not limited to computers, telephones, and training equipment.
- B. Right to Audit: Lifetime shall maintain all records, including records of financial transactions pertaining to the performance of this Agreement. These records shall be retained for a period of no less than seven (7) years from the expiration or termination of this Agreement. The records will be subject to examination and audit by the City Auditor's Office or City representatives at any time. In the event of such audit, the City agrees to

provide Lifetime advanced notice, and an opportunity to discuss and respond to any findings before a final audit report is filed. Any subcontract entered into by Lifetime for work to be performed under this Agreement must include an identical provision.

- C. In the event of an accident or incident involving damage or harm to person(s) or property, Lifetime shall immediately report all such accident(s) and/or incident(s) occurring during any use to City's Director of Parks & Recreation and Recreation Coordinator for Aquatics Programs in writing.

10. HOLD HARMLESS/INDEMNIFICATION.

- A. To the extent permitted by law, Lifetime 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 Lifetime pursuant to this Agreement – including claims of any kind by Lifetime's employees or persons contracting with Lifetime 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. Lifetime'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 Lifetime, against City (either alone, or jointly with Lifetime), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Lifetime 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, Lifetime 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 Lifetime's responsibilities under the Act.

11. CITY'S RIGHTS

- A. City reserves the right to use the Properties in any manner, provided such use does not unreasonably interfere with the rights granted to Lifetime in this Agreement.

- B. The City or its duly authorized representatives or agents and other persons for it, may enter into or upon the Properties at any and all reasonable times during the term of this Agreement for the purpose of determining whether or not Lifetime is complying with the terms and conditions hereof or for any other purpose incidental to rights of the City.

12. ASSIGNMENT - EXCLUSIVE TO LIFETIME

The rights granted in this Agreement are personal and limited solely to Lifetime and its employees for the stated purpose set forth in this Agreement. Lifetime agrees not to commit waste or to construct, allow or maintain any use, construction or operate any equipment which constitutes a nuisance on the Properties or which may in any way interfere with the use, enjoyment, or possession of the Properties by City, or the City's lessee(s) or licensee(s) on the Properties, if any. The Properties shall not be used by any person or entity, including Lifetime or its employees, for any purpose other than stated in this Agreement. Neither this Agreement, nor the rights granted to Lifetime within it, shall be assignable or otherwise transferable without the prior written consent of City. Unless specifically stated to the contrary in any written consent to an assignment, no assignment or other transfer will release or discharge the Lifetime from any duty, responsibility or liability under this Agreement.

Lifetime shall be fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Lifetime is for the acts and omissions of persons directly employed by it.

13. TERMINATING THE AGREEMENT

A. City's Right to Terminate.

The City may declare this Agreement terminated in its entirety in the manner provided in Section 13.C and may exercise all rights of entry and re-entry with or without process of law, into the Properties upon the occurrence of any one or more of the following events:

1. If the Management Fee or other money payments which Lifetime agrees to pay, or any part thereof, are unpaid after the date specified for such payments as set forth in Exhibit B;
2. If Lifetime fails in the performance of any covenant or condition of this Agreement;
3. Upon the occurrence of any act or omission which results in the suspension or revocation of any act, power, license, permit or authority that terminates the conduct and operation of the Properties by Lifetime, including but not limited to suspension or

- revocation of its entity status with the state of California;
4. If the levy of any attachment or execution, or the appointment of any receiver, or the execution of any other process of any court of competent jurisdiction which does, or as a direct consequence of such process, will interfere with Lifetime occupancy of the Properties and will interfere with its operations under the Agreement, and which attachment, execution, receivership or other process of court is not enjoined, vacated, dismissed or set aside within a period of forty-five (45) days;
 5. If a petition under any part of the federal bankruptcy laws or an action under present or future insolvency law or statute is filed against Lifetime operations of the Properties or Lifetime is adjudicated as bankrupt unless Lifetime confirms this Agreement in any bankruptcy proceeding;
 6. If Lifetime shall voluntarily abandon, desert, vacate, or discontinue all or part of its operation of the Properties or any other action that results in a failure by the Lifetime to provide the public and others with the service contemplated; and/or,
 7. If the time period from the Agreement Date of the Agreement to the initial date of operation and management of the Properties exceeds twenty-four (24) calendar months.

B. Lifetime Right to Terminate.

1. Lifetime may declare this Agreement terminated in its entirety, in the manner provided in subsection 13.C herein if City fails in the performance of any material condition of this Agreement.

C. Procedure for Termination or Repossession.

1. No termination declared by either Party shall be effective and, except as provided in this Agreement, the City shall not take possession of the Properties unless and until not less than forty-five (45) days have elapsed after issuance of a written Notice of Termination by either Party to the other specifying the date upon which such termination shall take effect and the cause for which the Agreement is being terminated or for which the Properties is being repossessed to provide for the cure of any such default, and, no such termination shall be effective nor shall the City retake possession of the Properties:
 - a. if such default is cured within the forty-five (45) day period; or,
 - b. in the event that such default by its nature cannot be cured within such forty-five (45) day period if the Party in default promptly commences to correct such default within said forty-five (45) days and corrects same as promptly as is reasonably

practical.

2. Failure by the City to take any authorized action upon default by Lifetime of any of the terms, covenants, or conditions required to be performed, kept and observed by the Lifetime, shall not be construed to be or act as a waiver of default or of any subsequent default of any of the terms, covenants and conditions to be performed, kept and observed by Lifetime.
3. The acceptance of payments by the City from Lifetime for any period or periods after a default and conditions required to be performed, kept and observed by the Lifetime shall not be deemed a waiver or stopping of any right on the part of the City to terminate the Agreement for failure by the Lifetime to so perform, keep or observe any of said terms, covenants or conditions.

D. Miscellaneous Rights.

1. On the date set forth in a Notice of Termination issued to Lifetime by the City, all right, title, and interest of Lifetime shall terminate at the discretion of the City except as otherwise provided in Section 13.C above.
2. It is to be understood that the rights and remedies of the City and Lifetime specified in this Agreement are not intended to be, and shall not be, exclusive of one another or exclusive of any common law or statutory right of either of the parties hereto.

14. IMPROVEMENTS

- A. City shall conduct an annual facility condition assessment of the Properties and will provide Lifetime with an itemized list of necessary capital repairs and improvements to be completed at the Lifetime's own expense. Any such capital repairs and improvements constitute a "public work" as defined in California Labor Code section 1720 et seq and any agreements entered into pursuant to this section shall be subject to prevailing wage requirements. Prior to having any work done pursuant to this section, Lifetime shall coordinate with the City to ensure compliance with all applicable provisions of Labor Code sections 1720 through 1784 and California Code of Regulations title 8, section 16000 et seq.
- B. No improvements shall be constructed on the Properties, unless the City specifically and in writing, consents to such construction, which consent shall not be unreasonably withheld. All federal, state, and local laws and regulations, including but not limited to land use and permitting laws, must be adhered to in the event of such construction. Additions to, or alterations of the Property, except movable furniture and trade fixtures shall become at once part of the Property and shall belong to City.

- C. All improvements constructed, erected or installed upon the Properties shall become the Properties of the City upon termination of this Agreement.
- D. Title to all equipment, furniture and furnishings placed by Lifetime in or upon the Project shall remain with Lifetime, and replacements, substitutions and modifications thereof may be made by Lifetime throughout the term of this Agreement and Lifetime may remove same upon termination of this Agreement if Lifetime is not then in default under this Agreement; provided, that Lifetime shall repair to the satisfaction of City any damage to the Properties and improvements caused by such removal; and provided further that usual and customary lighting, electrical, plumbing and heating fixtures shall remain upon the Properties and shall be surrendered therewith upon termination of this Agreement.
- E. Lifetime may make alterations, additions or betterments to the SCTC only after complete plans and specifications have been submitted to and approved by the City and after securing the necessary building, electrical or plumbing permits from the City of Santa Clara.
- F. The capital contribution expenditures for repairs and improvements to Properties shall not exceed fifty thousand dollars (\$50,000), over the life of the Agreement.

15. SIGNS

Lifetime shall not install, paint, inscribe, or place any signs or placards upon the exterior of the Properties or upon the interior of the Properties if intended to be viewed from the exterior thereof, without the prior written consent of the City. Lifetime agrees, at its own expense, to remove or paint over to the satisfaction of City promptly upon termination of this Agreement, any and all signs or placards installed, painted, inscribed, or placed by it in or upon the interior or exterior of the Properties and to restore the surface thereof; and should Lifetime fail to so remove or paint over such signs or placards, and restore the surface, the City may do so at the expense of Lifetime and Lifetime shall reimburse the City for the full cost thereof upon demand.

16. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit B, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit B.

17. WAIVER

Lifetime 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.

18. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at manager@santaclaraca.gov

And to Lifetime addressed as follows:

Dana Gill
Executive Director – Lifetime Tennis, Inc., dba Lifetime Activities
1901 S. Bascom Ave., Suite 1225
Campbell, CA 95008
and by e-mail at danag@lifetimeactivities.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.

19. 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.

20. 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.

21. INDEPENDENT CONTRACTOR

It is agreed that Lifetime shall act and be an independent contractor and not an agent nor employee of City. Except as herein expressly provided, neither Party is granted any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the other or to bind the other in any manner or thing whatsoever.

22. CONFLICTS OF INTEREST

Lifetime certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Lifetime and that no person associated with Lifetime has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Lifetime 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. Lifetime will advise City if a conflict arises.

23. FAIR EMPLOYMENT

Lifetime shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

24. NO USE OF CITY NAME OR EMBLEM

Lifetime shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

25. 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.

26. AUTHORITY TO GRANT RIGHTS

City warrants that it is the owner of the Properties and that it has the full rights and authority to grant the rights to the Lifetime which are contained in this Agreement.

27. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.


28. COUNTERPARTS

This Agreement may be executed in two counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:


BRIAN DOYLE
City Attorney

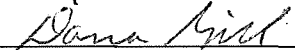
Dated: 12/12/18


DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

LIFETIME TENNIS, INC., DBA LIFETIME ACTIVITIES
a California Corporation

Dated: 11/8/18

By: 
(Signature of Person executing the Agreement)

Name: Dana Gill

Address: 1901 S. Bascom Ave. Suite 1225
Campbell, CA 95008

Email: danag@lifetimetennis.com

Telephone 408-626-9282

Fax: 408-626-9292

"LIFETIME TENNIS"

**MANAGEMENT AGREEMENT
BETWEEN THE CITY OF SANTA CLARA
AND LIFETIME TENNIS, INC., DBA LIFETIME ACTIVITIES**

EXHIBIT A

MANAGEMENT FEE SCHEDULE

Management Fee to be paid in full by the Contractor to the City by December 15 of each year of the agreement as follows:

<u>Contract Year(s)</u>	<u>Annual Management Fee Amount</u>
2019	\$30,000
2020	2019 Fee; plus Annual June 2019 San Francisco-Oakland-San Jose Consumer Price Index (CPI) for Urban Consumers; plus 1%
2021	2020 Fee; plus Annual June 2020 San Francisco-Oakland-San Jose CPI for Urban Consumers; plus 1%
2022	2021 Fee; plus Annual June 2021 San Francisco-Oakland-San Jose CPI for Urban Consumers; plus 1%
2023	2022 Fee; plus Annual June 2022 San Francisco-Oakland-San Jose CPI for Urban Consumers ; plus 1%

**MANAGEMENT AGREEMENT
BETWEEN THE CITY OF SANTA CLARA
AND LIFETIME TENNIS, INC., DBA LIFETIME ACTIVITIES**

EXHIBIT B

INSURANCE COVERAGE REQUIREMENTS

Without limiting the Lifetime's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Lifetime shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

\$2,000,000 Each occurrence
\$2,000,000 General aggregate
\$2,000,000 Products/Completed Operations aggregate
\$2,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Lifetime; 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 Lifetime 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, Lifetime and/or its subLifetimes 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 Lifetime 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 Lifetime or any subLifetime 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 Lifetime'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 Lifetime 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 Lifetime's insurance.

3. General Aggregate. The general aggregate limits shall apply separately to Lifetime's work under this Agreement providing coverage at least as broad as Insurance Services Office (ISO) Endorsement CG 2503, 1985 Edition, or insurer's equivalent (CGL);
4. Cancellation.
 - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
 - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
5. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit D, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Lifetime and City agree as follows:

1. Lifetime agrees to ensure that subLifetimes, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Lifetime, provide the same minimum insurance coverage required of Lifetime, except as with respect to limits. Lifetime 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. Lifetime agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subLifetimes and others engaged in the project will be submitted to City for review.

- ## F. EVIDENCE OF COVERAGE

G. EVIDENCE OF COMPLIANCE

EBIX Inc.
City of Santa Clara [Parks & Recreation Department]
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Page 4 of 5

H. QUALIFYING INSURERS

All of the insurance companies providing insurance for Lifetime 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.

**AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
LIFETIME TENNIS, INC. DBA LIFETIME ACTIVITIES**

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Lifetime Tennis, Inc., dba Lifetime Activities, a California Corporation with its principal place of business located at 1901 South Bascom Avenue, Suite #1225, Campbell, CA 95008, (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 "Management Agreement Between the City of Santa Clara and Lifetime Tennis, Inc. dba Lifetime Activities", dated November 8, 2018 (Agreement); and
- B. The Parties entered into the Agreement for the purpose of having Contractor provide professional tennis facility operations and management
- C. The Parties now wish to amend the Agreement to address operations and revenue impacts due to the ongoing COVID19 pandemic, and facility closures due to air quality and weather.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 4 of the Agreement, entitled "Responsibilities of Lifetime" is amended to read as follows:

"A. Management Fee. Lifetime shall pay to City an Annual management fee as set forth in Exhibit A "Management Fee Schedule," attached hereto and incorporated by reference, except that the amount of \$30,000 plus 1% plus CPI which would apply to operations from April 1, 2020 through March 31, 2021 is reduced to zero (\$0.00) dollars due to COVID19 related closures, limitations on programs and other impacts which cause Lifetime Activities to operate at a deficit. For the period of April 1, 2021 through December 31, 2021, the City Manager may extend the management fee reduction to zero (\$0.00) for each month that Lifetime Activities net revenues from

Santa Clara Tennis Center operations remain negative or at zero (\$0.00), or conversely the City Manager at her sole discretion, if net revenues are above zero dollars, determine what percentage of net revenues should be paid to the City each month, up to, but not exceeding the original contractual amounts.”

“D. Annual and Periodic Meetings. Lifetime shall meet with City a minimum of once per year to review and discuss Lifetime's past and upcoming programs and activities, maintenance and condition of the Properties, and any other pertinent issue/subject relating to this Agreement. City shall review and approve plans to address any issues and adjustments to the program to respond to facility conditions, including community and patron concerns. During this meeting, Lifetime shall propose to City for approval, at City's sole discretion, a calendar of tennis activities and competitive events. Lifetime activities will provide the City with their current annual financial reports.

For the period of November 2020 through August 2021, Lifetime shall meet with the City once per month to review operations, revenues and expenditures and determine what, if any operational changes and protocols are needed to address COVID19 related impacts and, if needed, at the City Manager's discretion, to extend the management fee reduction.”

2. Section 4 of the Agreement, entitled “Responsibilities of Lifetime” Paragraph E. Site Management is amended to add Paragraph No. 10 and read as follows:

“10. Facility Operations and Hours. Lifetime Activities will operate the Santa Clara Tennis Center in Central Park Monday through Friday 8:00 a.m. to 10:00 p.m., and Saturday and Sunday from 8:00 a.m. to 8:00 p.m., except as Federal, State, or County COVID19 Safety Protocols and Health Orders may restrict operations. Lifetime Activities will, to the extent feasible, provide Modified Supervised Hours at the Santa Clara Tennis Center March 2020 through March 31, 2021 on weekdays Monday through Friday 8:00 a.m. to 1:00 p.m. and 3:00 p.m. to 9:00 p.m.; and weekends, Saturday and Sunday 8:00 a.m. to 6:00 p.m. The City Manager, or designee, may negotiate other operational hours from April 1, 2021 through August 31, 2021, as needed.”

/

/

/

/

3. 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
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

LIFETIME TENNIS, DBA LIFETIME ACTIVITIES
a California Corporation

Dated: _____

By (Signature): _____

Name: Dana Gill

Title: President

Principal Place of Business Address: 1901 S. Bascom Ave., Suite 1225
Campbell, CA 95008

Email Address: danag@lifetimetennis.com

Telephone: 408-626-9282

Fax: 408-626-9292

"CONTRACTOR"



Agenda Report

21-1307

Agenda Date: 1/12/2021

REPORT TO COUNCIL

SUBJECT

Action on Various Agreements for Silicon Valley Power (SVP), authorize the City Manager to:

1. Execute Amendment No. 1 to an Agreement for the Performance of Services with GE Grid Solutions, LLC for JMux Professional Support Services for network communication and control system;
2. Execute Amendment No. 1 to an Agreement for the Performance of Services with Reliability Optimization, Inc. for predictive maintenance services for SVP Generation Assets;
3. Execute Amendment No. 1 to an Agreement for the Performance of Services with Koffler Electrical Mechanical Apparatus Repair, Inc. (Koffler) for maintenance and repair of electrical equipment such as pumps, fans, and motors; and
4. Add or delete services consistent with the scope of the agreements, and allow future rate adjustments subject to request and justification by contractor, approval by the City, and the appropriation of funds.

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

To meet its mission and goals, the City of Santa Clara's Electric Department, Silicon Valley Power (SVP), requires a variety of specialized services, including:

- Professional services to provide 24 x 7 support for SVP's JMUX/SONET multiplexer network communication and control (JMUX). The JMUX system is critical for system operations and reliability. The JMUX system provides communications for electrical protection systems as well as SVP's facilities such as SCADA, video surveillance, phone system, and Advanced Metering Infrastructure provided by GE Grid Solutions (GE).
- Predictive Maintenance Program services for SVP's generation assets including: Donald Von Raesfeld, Cogen, Gianera, Black Butte, Stony Gorge, and High Line Power Plants provided by Reliability Optimization, Inc. (ROI).
- Specialized services for repair and maintenance of various electrical equipment such as pumps, fans, and motors provided by Koffler Electrical Mechanical Apparatus Repair, Inc. (Koffler).

DISCUSSION

GE Grid Solutions, LLC - JMUX Professional Support Services

Professional Support Services with GE is a critical tool used by SVP to assure that SVP's system runs healthy with minimal alarm. These services include:

- 24 X 7 X 365 telephone support including a dedicated phone number for field support in case of emergency.

- Remote annual network audit including reports and recommendations to assist SVP in evaluating system performance to proactively resolve issues before they become widespread.
- Workshops and training to help SVP's personnel to keep up with emerging technology including: Troubleshooting training workshop (~2 days) and on-site preventative maintenance (~2 days).
- Extensive library of training materials.
- Annual Software licensing.
- On-site updates at network operation centers (~1/2day).

The JMUX solution has been in place at SVP for over twenty years. Staff has drafted a Request for Proposals (RFP) to consider replacements or upgrades to this solution and anticipate issuing that RFP in 2021. Replacement of this system will be an extensive capital project and will likely take several years after a vendor is selected.

The average annual cost of this contract is increasing from \$31,916 to \$48,509. The change in pricing is primarily due to a shift from the contractor's Silver level of support to the "Platinum" level of support. This increased level of support includes support twenty-four hours per day, seven days per week while the previously contracted Silver level of support was only available eight hours per day and five days per week. In addition, the Platinum level of support includes proactive on-site visits. Staff has recommended this increased level of support due to the age of the system and the addition of new nodes (or devices) supporting critical and essential services. During review of this contract, staff reached out to colleagues in similar organizations to compare pricing for the same product and found it to be in line with pricing for other local government electric utilities. In addition, staff negotiated a reduced "per node" price from the vendor.

Predictive Maintenance Program Services - Reliability Optimization, Inc. (ROI)

In 2017, SVP issued an RFP for predictive maintenance program services (PdM). Four proposals were received and, after review, a contract was executed with ROI in January 2018. Services provided by ROI include: Vibration Testing and Analysis, On-line Motor Analysis, Off-line Motor Analysis, Infrared Thermographic Imaging, Airborne Ultrasonic Testing, Lubrication Oil Analysis, and Transformer Oil Analysis. These services are further detailed in the attached proposed Amendment No.1. ROI will perform testing and analysis on critical plant equipment derived from a rotating equipment list. Testing will be performed at intervals based on factors such as criticality of machinery to be tested, operating pattern associated with equipment, and industry best practices. ROI will provide a report after completion of each set of tests including identification of potential root cause, recommendations to correct issues, and identification of abnormal conditions. For any issues discovered that require immediate attention, ROI will notify the City urgently. Where needed, further analysis such as a post correction survey to ensure correction of problems and abnormal conditions reported will be performed after corrective measures have been implemented. ROI shall maintain information in a database for the benefit of City of Santa Clara and SVP may assume the management of the database(s) at any time during the contract period. This database will provide SVP with the opportunity to leverage the historical data available for comparison of present time machine condition.

Staff recommends that this contract is extended for an additional two years from three years to five years. Five year agreements are in conformance with the Purchasing Division of the Finance Department as a best practice considering the level of effort to complete a procurement.

The cost of this agreement is proposed to increase from \$350,154 over a three-year period to \$810,686 over a five-year period. The annual cost of this contract is increasing from \$111,160 to \$219,301. The increase is primarily associated with changes in services as outlined in the following list. A portion of the increase is associated with changes in rates which are in alignment with State of California prevailing wage rates required for some services included in this agreement. This increase is summarized as follows:

- Addition of services to SVP's remote sites (Black Butte, Stony Gorge, and High Line) - \$36,205 annually.
- Increased in scope for Predictive Maintenance at Gianera to preserve asset availability - \$19,340 annually.
- Increased frequency of inspections and scope of services at DVR and Cogen during this 2-year period due to additional known maintenance requirements and preventative measures being put in place to avoid damage to aging equipment - \$52,596 annually.
- An additional amount of \$21,930 is allocated for additional services across the total term of the agreement.

Maintenance and Repair of Electrical Equipment -Koffler Electrical Mechanical Apparatus Repair, Inc. (Koffler)

In 2017, SVP issued an RFP for specialized electric services to repair, maintain and overhaul for miscellaneous motors, fans, pumps and other electrical-equipment for SVP's facilities and assets. One proposal was received and a contract was awarded to Koffler. Koffler provides services both at their shop and at City facilities primarily SVP's generation facilities located in Santa Clara such as repairs identified through routine testing and inspection. Staff recommends extending the contract with Koffler for two additional years from three years to five years. Five year agreements are in conformance with the Purchasing Division of the Finance Department as a best practice considering the level of effort to complete a procurement. Staff recommends increasing the not-to-exceed value from \$144,408.09 to \$350,000. Increases in rate are in alignment with State of California prevailing wage rates required for these services. After completion of a number of critical RFP's or bids for other SVP needs, staff will initiate an RFP for a master agreement to execute a new contract or contracts for these services before the term of the extended agreement expires.

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 commitment to a specific project which may result in potential significant impact on the environment.

FISCAL IMPACT

The cost of these proposed agreements are as follows:

GE Grid Solutions, LLC: The proposed Amendment No. 1 to the Agreement for the Performance of Services with GE will extend the term by three years and increase the cost from \$95,750 for three years to \$241,278 for six years. Sufficient funds are available in the Amended FY 2020/21 Operating Budget in the Electric Utility Operating Fund.

Reliability Optimization, Inc. (ROI): The proposed Amendment No. 1 to the Agreement for the Performance of Services with ROI will extend the term by two years and increase the cost from \$350,154 for three years to \$810,686 for five years. Sufficient funds are available in the Amended FY 2020/21 Operating Budget in the Electric Utility Operating Fund.

Koffler Electrical Mechanical, Inc.: The proposed Amendment No. 1 to the Agreement for Services with Koffler will extend the term by two years and increase the cost from \$144,408.09 for three years to \$350,000 for five years. Sufficient funds are available in the Amended FY 2020/21 Operating Budget in the Electric Utility Operating Fund.

Funds required for these agreements in future years will be included in proposed budgets for corresponding years.

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

1. Authorize the City Manager to execute Amendment No. 1 to an Agreement for the Performance of Services with GE Grid Solutions, LLC. to extend the term of the Agreement to December 31, 2023, and increase maximum compensation by \$145,528 to a new not-to-exceed amount of \$241,278;
2. Authorize the City Manager to execute Amendment No. 1 to an Agreement for the Performance of Services with Reliability Optimization, Inc. to extend the term of the Agreement to January 24, 2023, and increase maximum compensation by \$387,958 from \$350,154 to a new not-to-exceed amount of \$810,686;
3. Authorize the City Manager to execute Amendment No. 1 to an Agreement for the Performance of Services with Koffler Electrical Mechanical Apparatus Repair, Inc. (Koffler) for maintenance and repair of electrical equipment such as pumps, fans, and motors to extend the term from three years to five years and increase maximum compensation from by \$205,591.91 from \$144,408.09 to a new not-to-exceed amount of \$350,000; and
4. Authorize the City Manager to add or delete services consistent with the scope of the agreements, and allow future rate adjustments subject to request and justification by contractor, approval by the City, and the appropriation of funds.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Original Agreement with GE Grid Solutions, LLC
2. Proposed Amendment No. 1 with GE Grid Solutions, LLC
3. Original Agreement with Reliability Optimization, Inc.

4. Proposed Amendment No. 1 with Reliability Optimization, Inc.
5. Original Agreement with Koffler Electrical Mechanical Apparatus Repair, Inc.
6. Proposed Amendment No. 1 with Koffler Electrical Mechanical Apparatus Repair, Inc.

BLUE ROUTE SHEET - CITY COUNCIL APPROVAL NOT REQUIRED

From/Department Originating: ELECTRIC Date Submitted: 12/13/2017 Return To: Diana Shiles (S. Laughlin)
 Dept. Contract Extension Code: ENG Dennis Steffani

(1) Indicate signature authority:

- ☒ City Manager Signature Authority per Ordinance 1941 (CC Action – June 16, 2015)
 [Electric, Water and Sewer Service Agreements with a Value of \$150,000 or Less]
- ☐ City Manager Signature Authority per Ordinance 1941 (CC Action – June 16, 2015)
 [All Other Service Agreements with a Value of \$100,000 or Less]
- ☐ City Manager Signature Authority per Resolution 6603 (CC Action - July 13, 1999)
 [Miscellaneous Agreements including Confidentiality Agreements]
- ☐ City Manager Signature Authority per Resolution 5600 (CC Action – May 28, 1991)
 [Miscellaneous Agreements]
- ☐ Chief of Police Signature Authority per Resolution 6000 (CC Action - April 4, 1995)
 [Miscellaneous Police Agreements]
- ☐ Other: _____

(2) Document: GE Grid Solutions, LLC – Agreement for the Performance of Services

[NAME OF DOCUMENT AND CONTRACTOR/OTHER PARTY]

(3) Insurance is in compliance per **attached** EBIX printout [NOTE: IF INSURANCE IS NOT IN COMPLIANCE, AGREEMENT WILL BE RETURNED AND NOT ROUTED FOR CITY SIGNATURES]

(4) Department head originating agreement:

[SIGNATURE]

(5) **FINANCE DEPARTMENT** ☐ Not Applicable

Certified as to availability of funds:

[SIGNATURE]

Account Number to be charged: 091-1361-87870-92100 *OK PL*a) Original Contract Amount/Change Order Contingency (**include prior amendment(s), if applicable**):\$ 95,750.00 [NOT TO EXCEED CONTRACT DOLLAR AMOUNT]

b) All Previous Change Order Amounts (if applicable):

\$ _____

c) Current Amendment/Change Order Amount (if applicable):

\$ _____ [NOT TO EXCEED CONTRACT DOLLAR AMOUNT]

d) Total: \$ 95,750.00 [(a), (b), and (c) for Agreements, or (b) and (c) for Change Orders]

NOTE: AGREEMENTS OVER \$100K/CHANGE ORDERS OVER THE CONTINGENCY REQUIRE COUNCIL APPROVAL

(6) **CITY ATTORNEY'S OFFICE**

Approved as to form:

[CITY ATTORNEY/AUTHORITY COUNSEL]

Date: 12/15/17City Attorney's Office Assignment Number: 17.2314(7) **CITY CLERK'S OFFICE**Attached: 2 original(s) _____ copy(ies)1 Transmit the attached original / copy to contractor1 Fully executed original on file in City Clerk's OfficeDate Processed by Clerk's Office: 12/26/17

CITY MANAGER REQUIRED INFORMATION

(1)

Scope of Services: [BRIEFLY SUMMARIZE THE SCOPE OF WORK/PURPOSE OF DOCUMENT]

This Agreement with GE Grid Solutions, LLC is for software support services for the Electric Departments JMUX software currently in use

(2)

Term of Agreement: NA

[START DATE AND END DATE OF THE AGREEMENT/DOCUMENT]

(3)

VENDOR SELECTION PROCESS: Check the box that describes how you selected the vendor:

Note: The Informal Selection Process Requires that at least three Contractors/Vendors are solicited for a quotation by any means available. The Formal Selection Process requires that at least three written competitive proposals are obtained. Award decisions for service contracts exceeding \$50,000 that are not awarded to the lowest bidder shall be maintained as part of the record of transaction (completion plus 5 years). Records of solicitation must be maintained as part of the record of transaction (2 years).

Informal Selection Process

- ☐ Selection Process for Agreements with a value of \$50,000 or less
- ☐ Selection Process for Electric, Water or Sewer Utility Agreements with a value of \$150,000 or less

Formal Selection Process:

- ☐ Selection Process for Agreements with a value over \$50,000 for City Departments excluding Electric, Water or Sewer Utilities
- ☒ OTHER: 2.105.160(b)(2)

(4)

HISTORY:

Has the department retained the same contractor for similar services in last 5 years?

- ☐ YES [If yes, complete following] ☒ NO [If no, no further information required]

Term of Agreement: _____

[START DATE AND END DATE OF THE AGREEMENT/DOCUMENT]

Contract Amount: \$ _____

CMO USE ONLY

RECEIVED

DEC 15 2017

Office of the City Manager
City of Santa Clara

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
GE GRID SOLUTIONS, LLC**

PREAMBLE

This agreement for the performance of services ("Agreement") is by and between GE Grid Solutions, LLC a Delaware Limited Liability Company, with its principal place of business located at 4200 Wildwood Parkway, Building 2018, Atlanta, Georgia 30339 ("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";
- 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. SERVICES TO BE PROVIDED.

City employs Contractor to perform the services ("Services") more fully described in Exhibit A entitled, "SCOPE OF SERVICES." All of the exhibits referenced in this Agreement are attached and incorporated by this reference. Except as otherwise specified in this Agreement, Contractor shall furnish all necessary technical and professional services, including labor, material, equipment, transportation, supervision and expertise to satisfactorily complete the work required by City at his/her own risk and expense.

2. TERM OF AGREEMENT.

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on December 30, 2020.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. Except for Contractor's right to assign the processing of its accounts receivables, 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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. Notwithstanding anything to the contrary, all know-how, patents, copyright, designs or other intellectual property made available by GE or developed during the execution of this Agreement shall be GE's sole property at all times. GE shall retain ownership in and does not convey, nor does City or end user obtain any right, title, or interest in, software, specifications or data furnished or developed by GE either prior to or in the performance of this Agreement.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. AMENDMENTS.

This Agreement may be amended only with the written consent of both Parties.

24. 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.

25. 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.

26. 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.

27. 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:

GE Grid Solutions, LLC
778 Dorothea Ave.
San Marcos, CA 92069
or by email at davidl.wilson@ge.com

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.

28. 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.

29. 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.

30. 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.

31. 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."

32. 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.

33. 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.

34. LIMITATION OF LIABILITY.

The total liability of Contractor arising out of or related to this Agreement shall not exceed the price of this Agreement. In no event shall Contractor be liable for loss of profit or revenues, loss of use of equipment, interruption of business, cost of replacement power or any special, consequential, incidental, indirect, or punitive damages, or claims of the City's customers for any of the foregoing types of damages liability to, any such third party in excess of the limitations set forth in this paragraph. These limitations above shall apply to all claims whether as a result of breach of contract, warranty, indemnity, tort (including negligence), strict liability, or otherwise.

(Continued on page 9 of 9)

\\

\\

\\


\\


This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

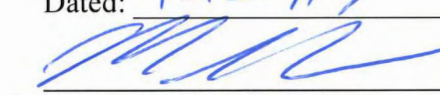
CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:


BRIAN DOYLE
Interim City Attorney

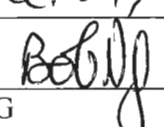
ATTEST:

ROD DIRIDON, JR.
City Clerk

Dated: 12/20/17


DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

GE GRID SOLUTIONS, LLC
a Delaware Limited Liability Company

Date: Dec. 04, 2017
By: 
BOB NG
Title: Lead Proposals Specialist
Address: 8525 Baxter Place, Suite 100
Burnaby BC V5A 4V7 · Canada
Telephone: 604.421.8627
Fax: 604.421.8707

“CONTRACTOR”

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
GE GRID SOLUTIONS, LLC**

EXHIBIT A

SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are more fully described in the Contractor's proposal entitled, "GE JMUX Platinum and Silver Package Proposal QB70732C-BN Issue 4", dated November 14, 2017, which is attached to this Exhibit A.

Proposal is Confidential



GE Grid Solutions, LLC

**Proposal
QB70732C-BN
Issue 4
(OP748462)**

**SVP
(Silicon Valley Power)**

For:

**GE JMUX
Professional Support Services
(Platinum & Silver Package)**

November 14, 2017



GE Grid Solutions, LLC

8525 Baxter Place, Suite 100
Burnaby BC V5A 4V7 · Canada
Tel 604.421.8700
Fax 604.421.8707

<http://www.geindustrial.com>

David Wilson
Regional Sales Manager

November 14th, 2017.

Mr. Dennis P. Steffani, P.E.,
Principal Electric Utility Engineer,
Communications & Control Systems,
Silicon Valley Power (SVP),
1500 Warburton Avenue,
Santa Clara, CA. 95050

Tel: 408-615-6699

Dear Mr. Steffani,

GE Grid Solutions, LLC is pleased to re-issue Proposal **QB70732C-BN (Issue 4)** providing revised pricing for JMUX Professional Support Services for thirty-five (35*) JMUX SNET nodes deployed in multiple SVP's SNET Networks. Pricing included is for contract services only.

Issue 4 – Per request, revised the attached Standard Terms and Conditions of Sales to reference the signed Agreement, Ebix Insurance No. 200003791. The rest remains unchanged.

Issue 3 – Per request, added the descriptive of the Professional Support Services below.

Issue 2 – Per request, the total number of node is reduced to thirty-five (35*) instead.

Per request for three years Support Services, the first year will be 1-Year PLATINUM option for one year and then followed with second and third year of 1-Year SILVER option for each year, as provided in the Summary Pricing Page in section 1.

Issue 3 –

When utility company making significant changes to a critical asset, such as networks supporting key operational functions, it is important to have the support and assistance of experts to ensure a successful implementation of any new technology, expansion to core networking topologies, and/or to perform necessary network life-cycle functions on the existing as-built networks.

This Proposal provides pricing for GE's Professional Support Services for SVP's JungleMUX SNET Networks' equipment (inclusive of OC-1/3/12/48 and TIMX Networks). The Support Services will consist of:

1. The GE's Technical Support Services that comes with three Tiers, Tier 1, Tier 2 and Tier 3.



GE Grid Solutions, LLC

- **Tier 1 Support** – It is provided through individuals with a basic understanding of the product structure and can field high-level product questions.
- **Tier 2 Support** – It is provided through technologists with an expert understanding of the SONET/SDH equipment.
- **Tier 3 Support** – It is provided by individuals with design expertise of the SONET/SDH equipment, often through the Tier-2 technical support team.

2. The Technical Support Services are made up of the followings:

- The **'Basic' Annual Support Services-**

Continuing with the same base level of customer service and product support GE customers has come to cherish and respect. Basic support is the minimal level of support required to ensure the equipment is correctly maintained. This Basic Support Service is presently provided at zero cost to customer.

- Tier 1 & 2 support during business hours of 8 am-5 pm, M-F (PST & CET).
- Firmware for all supported JungleMUX Multiplexer and JunglePAX MPLS-TP products, plus VistaNET Network Management software.

- The **'Silver' Annual Support Services-**

The GE Professional Services Technical Support team builds on the base level by offering enhanced levels of service and access as described below. This 'Silver' annual services contract can be purchased in **1, 3 or 5-year increments**, with each year including:

- Tier 1, 2, & 3 supports during business hours of **8 am-5 pm, M-F (PST)**.
- Annual Network Analysis. It is a remote analysis, requiring customer to establish remote connectivity to all disparate SCE's JMUX networks, one network at a time, thru SCE's VistaNET instance (like dial-up) for remote equipment discovery and traffic analysis from GE's offices.
- 1 week of On-Site support (Total 5 days) including:
 - i. Present Network Analysis Report.
 - ii. Annual 'Troubleshooting' Training Workshop (~2 days).
 - iii. Annual On-Site Preventative Maintenance (~2 days) (based on result of the Network Analysis).
 - iv. Annual On-Site VistaNET Update at network operation centers (1/2 day).
 - v. Discuss recommended upgrades where necessary.

Their individual Pricing for the **'Silver' Packages** are provided in the Proposal Pricing Summary Page.



GE Grid Solutions, LLC

- **The 'Platinum' Annual Support Services-**

There is another option - 'Platinum' Annual Support Services offered and this 'Platinum' annual services contract can be purchased in **1, 3 or 5 year increments**, with each year including:

- Tier 1 supports **24-hours a day, 7 days a week (24/7)**.
- Tiers 2 & 3 support during business hours of **8am-5pm, M-F (PST)**, dispatched to the customer site if critical issues cannot be otherwise resolved.
- A dedicated **1-800 telephone** support number.
- Training towards annual GE equipment certification (see Education Services, 1 week).
- Annual Software licensing* (if applicable).
- On-Site support (1 week) up to twice per year for Analysis, Design and/or new equipment Deployment and Service Implementation, or targeting corrective and preventative maintenance tasks identified during the analysis.
- Annual three-day on-site (in SCE Office) discussion for network issues and network improvement with GE dedicated engineer

Their individual Pricing for the **'Platinum' Packages** are provided in the Proposal Pricing Summary Page.

3. Beside the above-mentioned packages of Services, with the Price for each Package provided in this Proposal Offer, GE's **Professional Services** also range from analysis and technology migration of existing networks; essential factory engineering and system configuration & testing; to operations staff training or augmentation during times requiring critical resources. In addition, proof-of-concept activities provide comfort with next-step technology decision-making.

Other professional services available through GE but not contained within this proposal include the followings, but with extra cost upon request:

Engineering Services:

Network Audit and Analysis

- GE Network Experts collect (via remote access or locally by customer) a comprehensive set of data on customer's existing network equipment, services, and topology and produce a detailed, documented, picture of the current state of customer's network asset Analysis Report.



GE Grid Solutions, LLC

Network Design

- GE Network Engineering Experts use information collected in Network Analysis exercises and combine it with customer plans for Network use and expansion to produce industry-leading designs of next-generation networks including engineering for traffic.

Factory Services:

Order Engineering

- Providing the same base level of service GE customers have come to cherish and respect, the Factory Services team uses information generated in Network Design engagements to perform preliminary as-built documentation (Node Assignment Drawings in AutoCAD) including a documentation package complete with engineered traffic so that the equipment is delivered as a fully engineered node immediately ready for installation at the site when received.

System Assembly and Testing

- Working with a predefined list of outputs from network design activities allows the Factory team to assemble, configure, test, and document all the equipment ordered as part of any network deployment, or enhancement exercise. All configurations are (usually) left in the equipment ready for delivery. In this way, node immediately ready for installation at the site when received.

Customer Witness Testing

- Basic Professional Factory Services can be enhanced with the addition of Customer Witness Testing, allowing customer representatives to come to GE's state of the art factory facilities to take part in node and system acceptance testing.

Custom Professional Field Services

- GE trained and experienced staffs are ready to help customer to deploy customer's new Optical Communications equipment as needed. The GE Professional Field Services team can either provide over-the-phone assistance in configuration duties or dispatch network technicians to customer's sites to do commissioning activities where customer have skillset or resource availability challenges.

Education Services:

- GE experts have compiled an extensive library of training material to help customer get the most out of customer's GE JunglePAX and SONET/SDH Multiplexer networks. Training classes can be arranged for student groups at GE training facilities or GE Expert Trainers can come on-site to train groups of employees wherever convenient to the customer.

Refer to GE's training course document available on GE JMux website for detailed information on course content, maximum class size and any required pre-requisites. JungleMUX and TN1U Annual equipment certification is offered as a Hands-On Training course that helps participants gain confidence in working with the numerous hardware and



GE Grid Solutions, LLC

software components. JunglePAX equipment certification also offers a hands-on aspect in addition to a certification examination that challenges participants on packet networking principles.

Customer Experience Centers:

For those customers with advanced networks needing enhanced access to GE Network Experts and facilities, GE offers a suite of Custom Professional Services. Within GE's customer experience labs, customers are offered an 'A' design, testing and training environment for Hardened Optical Networking communications applications. This environment offers a place where ideas and new technologies can be proven and demonstrated in an isolated, secure, and safe environment, that reduces the risk and costs by getting it right the first time through collaboration and solution validation with GE experts.

- Discuss product features and direction
- Influence product strategy
- Network Analysis, Design, Migration strategies
- Product Training
- Full support with testing

We appreciate this opportunity to present GE Grid Solutions, LLC solution, and look forward to serving your fiber communication needs now and in the future. Please feel free to contact either of the undersigned should you have any questions or require additional information.

Sincerely,

David Wilson,
Regional Sales Manager
GE Energy Connections,
778 Dorothea Ave.,
San Marcos, CA 92069.
Cell: 760-815-7946
e-mail: david1.wilson@ge.com

Bob Ng, P.Eng.
Sr. Network Engineer,
GE Energy Connections,
8525 Baxter Place, Suite 100,
Burnaby BC V5A 4V7 Canada
Phone: 604.421.8627 Fax: 604.421.8707
e-mail: bob.ng@ge.com



PROPRIETARY STATEMENT

The information contained in this Proposal is proprietary information of **GE Grid Solutions, LLC**, and is submitted on the understanding that it shall not be used or disclosed for any purpose other than the evaluation of this proposal by **Silicon Valley Power** and that **Silicon Valley Power** shall use its best efforts to prevent disclosure of the aforesaid information to persons outside. The term "best efforts" shall be construed as being equivalent to **Silicon Valley Power's** normal efforts to prevent inadvertent disclosure of its own proprietary information.

Information is subject to change, since **GE Grid Solutions, LLC** reserves the right, without notice, to make changes in equipment design or components as progress in engineering or manufacturing methods may warrant.



TABLE OF CONTENTS

<u>SECTION</u>	<u>DESCRIPTION</u>
1	PRICING SUMMARY / TERMS and CONDITIONS
2	ORDER, DELIVERY & PRICING INFO
3	PRODUCT INFORMATION



GE Grid Solutions, LLC

PROPOSAL QB70732C-BN
November, 2017

SECTION 1

PRICING SUMMARY / TERMS & CONDITIONS



GE Grid Solutions, LLC

PROPOSAL QB70732C-BN
November, 2017

SECTION 2

ORDER, DELIVERY & PRICING INFO



Order, Delivery & Pricing Information

A. Quote Addendum

The following terms shall apply to the referenced quote and where they differ, shall take precedence over those included in Form EM104 Terms and Conditions for Sales of Products and Services:

1. WARRANTY

Unless otherwise stated in the Contract, the warranty period for Lutronics' products shall be two (2) years from the date of shipment from Seller's facility or Shipping Point.

2. PAYMENT TERMS

Terms of payment shall provide for (i) one hundred (100%) per cent cash for each shipment, payment due net thirty (30) days upon presentation by the Seller of its invoices and (ii) evidence of readiness to ship to the Buyer or at a paying agency in Toronto, Canada acceptable to the Seller.

NOTE:

Buyer's Purchase Order must identify the above terms as they are deviations from GE Grid Solutions, LLC's standard Form EM104 which shall govern the purchase.

B. Ordering & Delivery Inquiries

The purchase order may be issued referencing the proposal number or a copy of the proposal can be attached to the order. Purchase Order shall be made out to:

GE Grid Solutions, LLC
4200 Wildwood Parkway, Bldg. 2018
Atlanta, GA. 30339. USA

Please direct all orders and delivery inquiries to the following Customer Service Representative:

GE Multilin,
Attention: Order/Sales Support
Tel: 905-927-7070
Toll Free: 1-800-547-8629 (for US/Can only)
e-mail: sales.digitalenergyAP@ge.com
Fax: 905-927-5455



GE Grid Solutions, LLC

PROPOSAL QB70732C-BN

November, 2017

Invoice Remit to Address is:

Check: **GE Grid Solutions, LLC**
PO Box 743504,
Atlanta, GA 30374-3504,
USA.

Wire: **GE Grid Solutions, LLC**
Bank of America,
Swift Code: BOFAUS3N,
ABA #: 026009593.
Account #: 4451055312.

Contact Name : **AR Department Enquiries**
Tel : 905-858-5265.
Fax.: 905 927-5098

Federal Tax ID No. 47-3196244

C. Pricing

- 1) Prices stated in this proposal are at NET and are valid for 90 days from the date of this letter. Unless stated otherwise all prices are in US Dollars, exclusive of sales, federal, and local taxes.
- 2) The enclosed Terms and Conditions apply to any purchase resulting from this proposal.
- 3) Prices do not include any charges for warehousing of equipment. If warehousing is required, GE Grid Solutions, LLC reserves the right to invoice on a monthly basis for the storage of any equipment.
- 4) Prices stated in this proposal **do not** include transportation. If a collect account is not provided at the time of Purchase Order placement, transportation will be selected by GE using the least cost common carrier and billed back to the customer at the time of invoice, using our standard INCO term, FCA-Seller's Plant.
- 5) This proposal was prepared without the benefit of a site survey; therefore certain office conditions and/or site environments may exist which require materials external to the system quoted and may not be included in this proposal.

**GE Grid Solutions, LLC**

To: Silicon Valley Power (SVP)
 1601 Civic Center Drive,
 Santa Clara, CA. 95050

Attn: Mr. Dennis Steffani

14-Nov-2017

8525 Baxter Place, Suite 100
 Burnaby, B.C. V5A 4V7 Canada
 Tel: 604.421.8700 Fax: 604.421.8707

Proposal:

QB70732C-BN

ISSUE 4

Page 1 of 1

In response to your request we take pleasure in proposing:

Terms of Payment: Net 30 Days		DELIVERY: TBA		FOB: Factory, ON. Canada	
Item	Qty	Description	Unit Price	Total Price	
		86400 JungleMUX SONET Multiplex Equipment	<u>US\$</u>	<u>US\$</u>	
		<u>Lentronics Support Services</u>			
1.00	2 Years	90520-10 1-Yr SILVER ; Per NODE, per YEAR (for 35* Nodes)	\$23,375	\$46,750	
2.00	1 Lot	90520-30 .20x RTU Nodes, 1-Yr PLATINUM , per YEAR	\$46,000	\$46,000	
3.00	15 Nodes	1x RTU Node, 1-Yr PLATINUM , per YEAR (20< Nodes <50)	\$200	\$3,000	
Note: - First Year, items 2.00 & 3.00 for 1-Year PLATINUM, - Second & Third Years, twice item 1.00 for 1-Year SILVER.					
BASEBID JMux SERVICES TOTAL				\$95,750	
Federal Sales Tax		<input type="checkbox"/> Included <input checked="" type="checkbox"/> Excluded	State & Municipal Sales Tax		<input type="checkbox"/> Included <input checked="" type="checkbox"/> Excluded

This offer expires within 90 days of the date set forth above unless purchaser's acceptance is received by GE Grid Solutions, LLC prior to that date.

Purchaser's Order No.: _____

Special instructions:

Shipping point:

Shipping date:

Completion date:

Destination:

Prices

☐

Include

☒

Freight

Prepaid and Charge

This offer is subject to the terms on the face hereof and in the proposal enclosed with this offer. Please read all terms on the front and back of all pages.

GE Grid Solutions, LLC

Purchaser's Acceptance

By: David Wilson

By: _____

Title: Regional Sales Manager

Title: _____

Date: 14-Nov-2017

Date: _____

Signature: _____

Signature: _____

The warranty period ("Warranty Period") is 24 Months from the date of shipment

All of us ... Always with unyielding integrity ...

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
GE GRID SOLUTIONS, LLC**

EXHIBIT B

SCHEDULE OF FEES

In no event shall the amount billed to City by Contractor for services under this Agreement exceed ninety five thousand seven hundred fifty dollars (\$95,750.00), subject to budget appropriations.

Pricing is confidential.

AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND GRE GRID SOLUTIONS, LLC

EXHIBIT B

SCHEDULE OF FEES

PAGES 2 IS CONFIDENTIAL

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
GE GRID SOLUTIONS, LLC**

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
 - \$1,000,000 general aggregate
 - \$1,000,000 products/completed operations aggregate
 - \$1,000,000 personal injury
2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01, with minimum policy limits of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with the following limits: at least one million dollars (\$1,000,000) policy limit Illness/Injury by disease, and one million dollars (\$1,000,000) for each Accident/Bodily Injury.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.
3. Cancellation.
 - a. 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
GE GRID SOLUTIONS, LLC**

EXHIBIT D

**ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO
AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA**

Termination of Agreement for Certain Acts.

- A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:
1. If a Contractor¹ does any of the following:
 - a. Is convicted² of operating a business in violation of any Federal, State or local law or regulation;
 - b. Is convicted of a crime punishable as a felony involving dishonesty³;
 - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;
 - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; and/or,
 - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

¹ For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

² For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

³ As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Contractor can be imputed to the Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.
- B. The City may also terminate this Agreement in the event any one or more of the following occurs:
1. The City determines that Contractor no longer has the financial capability⁴ or business experience⁵ to perform the terms of, or operate under, this Agreement; or,
 2. If City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to provide and maintain bonds and/or insurance policies required under this Agreement.
- C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the City's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. The Contractor will have the burden of proof on the appeal. The Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

⁴ Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

⁵ Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
GE GRID SOLUTIONS, LLC**

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.

GE GRID SOLUTIONS, LLC
a Delaware corporation

By: *BOB NG*

Name: BOB NG

Title: Lead Proposals Specialist

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.

SIGNED BEFORE ME this 4 day of
December, 20 17, in the City of
Burnaby, Province of British Columbia,
Canada. Witnessed as to the execution only,
not prepared or reviewed.
No Legal advice given or sought.

Agreement with GE Grid Solutions, LLC/Affidavit of Compliance/Exhibit E
Rev. 06/22/17

PAUL B. CHOI
Notary Public
JURIS NOTARY
315-9940 Lougheed Hwy
Burnaby, BC V3J 1N3
Permanent Commission
Tel: 778-379-8577 Fax: 778-379-8578
email: info@jurisnotary.com



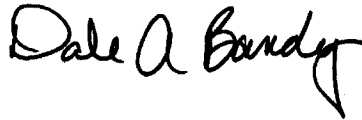
GE GRID SOLUTIONS, LLC

ATTORNEY'S CERTIFICATE OF AUTHORITY

The undersigned, Dale A. Bandy, acting in my capacity as Executive Legal Counsel for the GE Grid Solutions business unit of the General Electric Company ("GE Grid Solutions"), with an address at 4200 Wildwood Parkway, Atlanta GA 30339, does hereby certify as follows:

Under the terms of the Signature Authority Policy of GE Grid Solutions, LLC, Bob Ng, PMP, Lead Proposals Specialist, is duly authorized to execute proposals and associated contract documents for GE Grid Solutions, LLC, including the attached Proposal QB70732C-BN to Silicon Valley Power.

WITNESS my hand and as of this 12th day of December, 2017

A handwritten signature in black ink that reads "Dale A. Bandy". The signature is written in a cursive, flowing style.

Dale A. Bandy, Executive Counsel
GE Grid Solutions

**AMENDMENT NO. 1 TO RENEW AND EXTEND
THE AGREEMENT FOR THE PERFORMANCE OF SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
GE GRID SOLUTIONS, LLC**

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and GE Grid Solutions, LLC a Delaware Limited Liability Company, with its principal place of business located at 4200 Wildwood Parkway, Building 2018, Atlanta, Georgia 30339 ("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 GE Grid Solutions, LLC, dated December 20, 2017 (Agreement); and
- B. The Parties entered into the Agreement for the purpose of having Contractor provide JMUX Professional Support Services for JMUX SONET nodes deployed in multiple SONET Networks at Silicon Valley Power (SVP).
- C. The Parties wish to extend this agreement for an additional three years to continue support for the JMUX communication system.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. Reinstatement of Agreement. The termination of the Agreement is hereby revoked and, except as expressly modified by this Amendment, the Agreement is reinstated in its entirety and shall be in full force and effect as if the same had never been terminated.
- 2. Section 2 of the Agreement, entitled "Term of Agreement" is amended to read as follows:

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on December 30, 2023.

3. Exhibit A – Scope of Services shall be deleted and replaced with the attached Exhibit A – Amended January 15, 2021 – Scope of Services.
4. Exhibit B – Schedule of Fees shall be deleted and replaced with the attached Exhibit B – Amended January 15, 2021 - Compensation and Fee Schedule.
5. 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:

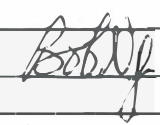
Dated: _____

BRIAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

GE GRID SOLUTIONS, LLC.
a Delaware Limited Liability Company

Dated: JAN. 06, 2021
By (Signature): 
Name: BOB NG
Title: LEAD PROPOSAL SPECIALIST
Principal Place of
Business Address: 8525 BAXTER PLACE, BURNABY, B.C. CANADA.
Telephone: 604-421-8627 VSA-4V7
Fax: 604-421-8707
"CONTRACTOR"

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
GE GRID SOLUTIONS, LLC
EXHIBIT A - AMENDED JANUARY 15, 2021
SCOPE OF SERVICES**

The Services to be performed for the City by the Contractor under this Agreement are more fully described in the Contractor's proposal entitled, "GE JMUX Platinum and Silver Package Proposal QC00392B-BN - Issue 3", dated September 14, 2020, which is attached to this Exhibit A.



GE Grid Solutions, LLC

**Proposal
QC00392B-BN
Issue 3
(OP20061252302)**

**SVP
(Silicon Valley Power)**

For:

**GE JMUX
Professional Support Services
(3-Year Platinum Package)**

September 14, 2020



GE Grid Solutions, LLC

8525 Baxter Place, Suite 100
Burnaby BC V5A 4V7 · Canada
Tel 604.421.8700
Fax 604.421.8707

<http://www.geindustrial.com/>

David Wilson
Regional Sales Manager

September 14th, 2020.

Mr. Son Le,
Electric Utility Engineer,
Silicon Valley Power (SVP),
881 Martin Avenue,
Santa Clara, CA. 95050

Tel: 408-615-6678 Mobile : 408-234-1396

Dear Mr. Le,

GE Grid Solutions, LLC is pleased to re-issue Proposal **QC00392B-BN (Issue 3)** providing revised pricing for extended JMUX Professional Support Services ('**Platinum**' **Package** Annual Support Services) for forty (40*) JMUX SONET nodes deployed in multiple SVP's SONET Networks. Pricing included is for Contract Services only.

Issue 3 – Revised Prices in the Pricing Page with the actual number of JMUX nodes in the network for each of the three years.

Issue 2 – Per request, change the 'Gold' package to 'Platinum' package.

This Proposal provides a list of GE's Professional Support Services provided in this Proposal Offer. There are three Tier levels for JungleMUX SONET Networks' equipment. The Support Services will consist of:

1. The GE's **Technical Support Services** come with three Tiers, **Tier 1, Tier 2 and Tier 3**, as detailed in the attached GE Professional Services brochure.

- **Tier 1 Support** – It is provided through individuals with a basic understanding of the product structure and can provide high-level product questions.
- **Tier 2 Support** – It is provided through technologists with an expert understanding of the SONET/SDH equipment.
- **Tier 3 Support** – It is provided by individuals with design expertise of the SONET /SDH equipment, often through the Tier-2 technical support team.

2. The **Technical Support Services** are made up of the followings:

- The **'Basic' Annual Support Services-**



GE Grid Solutions, LLC

Continuing with the same base level of customer service and product support GE customers has come to cherish and respect. Basic support is the minimal level of support required to ensure the equipment is correctly maintained. This Basic Support Service is presently provided at zero cost to customer.

- Tier 1 & 2 support during business hours of 8 am-5 pm, M-F (PST).
- Firmware for all supported JMUX Multiplexer and JPAX MPLS-TP products, plus JMux VistaNET Network Management software.

- The **'Platinum' Annual Support Services-**

The 'Platinum' Annual Support Services provided in this Proposal, in **3-years increments**, with each year including:

- Tier 1 supports **24-hours a day, 7 days a week (24/7)**.
- Tiers 2 & 3 support during business hours of **8am-5pm, M-F (PST)**, dispatched to the customer site if critical issues cannot be otherwise resolved.
- A dedicated **1-800 telephone** support number, 24/7/365, with 4-hour Tier-2 technical phone response also 24/7/365.
- Training towards annual GE equipment certification.
- Annual Software licensing (if applicable) for GE's management system.
- Annual Remote Network Analysis.
- On-Site support (1 week) up to twice per year for Analysis, Design and/or new equipment deployment and Service Implementation or targeting corrective and preventative maintenance tasks identified during the analysis.

We appreciate this opportunity to present GE Grid Solutions, LLC solution, and look forward to serving your tele-protection communication needs now and in the future. Please feel free to contact either of the undersigned should you have any questions or require additional information.

Sincerely,

David Wilson,
Regional Sales Manager
GE Renewable Energy,
2182 East Palm Beach Drive
Chandler, AZ 85249.
Cell: 760-815-7946
e-mail: david1.wilson@ge.com

Bob Ng, P.Eng.
Sr. Network Engineer,
GE Renewable Energy
8525 Baxter Place, Suite 100,
Burnaby BC V5A 4V7 Canada
Phone: 604.421.8627 Fax: 604.421.8707
e-mail: bob.ng@ge.com



Lentronics Professional Services

For Hardened Optical Solutions

The Right Assistance at the Right Time

When making significant changes to a critical asset, such as networks supporting key Operational functions, it is important to have the support and assistance of experts who have “been there” in order to ensure a successful implementation of any new technology or significant expansion to core networking topologies.

Having a team of experts ready and available to perform critical tasks, or train your operations staff to be able to do so, is a huge benefit to being able to keep the ‘lights on’ and perform necessary network life-cycle functions.

GE professional services team is ready to assist your organization and perform the duties necessary to achieve the desired level of network support and development.

Key Benefits

Timely access to GE experts and internal resources for expedited problem solving, and performing annual network analysis and preventative maintenance

- Reduced time to new technology implementation through:
 - Expert analysis for best-path migration assessments
 - Access to networking experts for implementation, support, or cross-training
- Efficient use of operational training dollars
 - On-the-job training facilitated by real-world experience working with networking experts on your own network
 - Training at your pace, your way: on-site or off-site
- Capitalize costs by augmenting internal workforce on project basis
- Trial new technologies and concepts in a ‘safe’, isolated environment

Customer Challenges

Maintaining as-built networks

- Documenting network physical and service connectivity
- Ensuring proper equipment configuration
- Performing annual preventative maintenance

Supplementing internal core-competency

- Resourcing short term projects
- On-the-job knowledge acquisition and transfer

Limited operational budget versus

- Capital budget
- Capitalizing project costs

Aging workforce

- Prevention of loss of built-up knowledge
- Training of new employees
- Ability to keep up with new technologies

Experience with migration to packet technologies

- Avoiding pitfalls due to inexperience
- Executing best-practices for new technologies
- Using experienced experts

Industry-leading Expertise

- SONET/SDH multiplexer design/implementation experts
- JunglePAX hybrid MPLS-TP and SONET/SDH experts
- TDM to packet expertise
- Utility expertise for a packet world

Fast-track Problem Solving

- Access to GE tiers 1-2-3+
- On-site technical field experts

Managing the Technology Advancement Curve

- Access to proof of concept centre
- Regular updates on GE product advancements

Implementation Assistance

- On-site on-demand Implementation experts
- Access to GE analysis/design expertise
- GE-style customer-first Support



Engineering Services: Network Audit and Analysis

GE network experts collect a comprehensive set of data on your existing network equipment, services, and topology to produce a detailed and documented picture of the current state of your network asset. A network audit/analysis report is produced to present a clear picture of the health of your network, its composition and configuration, and a detailed set of recommendations for corrective actions and possible improvements.

This report details:

- Physical, logical, and service topology
- Hardware and firmware inventory
- Multi-level alarm state review
- TDM / MPLS service points of presence
- Network design observations and recommendations
- System and node-level discrepancies
- Recommendations on corrective measure

Engineering Services: Network Design

GE Network engineering experts use information collected in network analysis exercises and combine it with customer plans for network use and expansion to produce industry-leading designs of next-generation networks including engineering for traffic. Intended for new network deployments, large expansions to existing networks, or node additions to existing networks, GE network design professional services work with you, the customer, to produce the right network services and topologies to meet your needs for today and the foreseeable future.

The designs produced include:

- Physical, Logical (MPLS tunnels, Virtual Tributaries (VT) / Tributary Units (TU) and Services)
- Synchronization, and management topologies
- Proposed hardware, firmware, and physical infrastructure
- Proposed synchronization and network management definitions and configurations
- Proposed logical infrastructure along with configuration scripts
- Script definitions for service points-of-presence
- High level summary of the recommended implementation steps
- Traffic Engineering (TE)

Factory Services

Providing the same base level of service GE customers have come to cherish and respect, the GE professional factory services team uses information generated in network design engagements to create preliminary as-built documentation, assembly and configuration of ordered JunglePAX and JungleMUX/TN1U/Ue node.

Working with a predefined list of outputs from network design activities allows the GE professional services factory team to assemble, configure, test, and document all the equipment ordered as part of any network deployment, or enhancement, exercise.

Basic professional factory services can be enhanced with the addition of customer witness testing, allowing customer representatives to come to GE's state of the art factory facilities to take part in node and system acceptance testing.

Outputs from the professional factory services activities include:

- Node assignment diagrams and configuration exports
- Test results from the comprehensive set of factory assembly activities
- Familiarization of the equipment setup, configuration and network management tools

Custom Professional Field Services

GE trained and experienced staff are ready to help you deploy your new JunglePAX or existing multiplexer equipment as needed. The GE professional field services team can either provide over-the-phone assistance in configuration duties or dispatch network technicians to your sites to do commissioning activities where you have skillset or resource availability challenges.

GE network technical staff are ideally suited to provide support to your operational team.

Further advanced options are available for GE professional field services team members to travel to customer-defined locations and participate further in the entire node and system assembly, configuration, and testing process providing invaluable training and experience to operations personnel.



Technical Support services

Continuing with the same base level of customer service and product support GE customers have come to cherish and respect, these offerings have been categorized as 'Basic' customer care, that includes:

- Tier 1[†] and 2[†] support during business hours of 8am-5pm PST, Monday – Friday (PST and CET)
- Firmware for all supported multiplexer and JunglePAX products, plus VistaNET management software

The GE professional services technical support team builds on the base level by offering enhanced levels of service and access.

Customers purchasing 'Gold' annual support services can expect access to:

- Tier 1[†], 2[†], and 3[†] support during business hours of 8am-5pm, Monday – Friday (PST)
- Annual troubleshooting training workshop
- Annual network analysis
- 1 week of on-site support including:
 - Annual troubleshooting training workshop
 - Annual on-site preventative maintenance (based on results of network analysis)
 - Annual on-site VistaNET update at network operation centers

Customers purchasing 'Platinum' annual support services receive:

- Tier 1[†] support 24hrs a day, 7 days a week
- Tier 2[†] and 3[†] support during business hours of 8am-5pm, Monday – Friday (PST), dispatched to the customer site if critical issues cannot be otherwise resolved.
- A dedicated 1-800 support number, 24/7/365 with 4-hour Tier-2 technical phone response also 24/7/365
- Training towards annual GE equipment certification
- Annual Software licensing for GE's embedded management system^{††}
- Annual remote network analysis
- Onsite support (1 week, up to twice per year) for analysis, design and/or new equipment deployment and service implementation

Education Services

GE experts have compiled an extensive library of training material to help you get the most out of your GE JunglePAX and SONET/SDH Multiplexer networks. Training classes can be arranged for student groups at GE training facilities or GE expert trainers can come onsite to train groups of employees wherever convenient to the customer.

The GE portfolio of training includes:

- General technology training from basic to advanced network concepts
- Product-specific education and certification
- On-site or off-site group training
- Custom webinars addressing specific issues raised by our GE customers
- Scenario-specific education to address questions like "How do I transport Teleprotection on JunglePAX via Hybrid+ SONET/SDH or MPLS layers?"

Custom Professional Services

For those customers with advanced networks needing enhanced access to GE network experts and facilities, GE offers a suite of custom professional services. Within GE's customer experience labs, customers are offered a design, testing and training environment for Hardened Optical Networking communications applications. This environment offers a place where ideas and new technologies can be proven and demonstrated in an isolated, secure, and safe environment, that reduces the risk and costs by getting it right the first time through collaboration and solution validation with GE experts.

- Discuss product features and direction
- Influence product strategy
- Network analysis, design, migration strategies
- Product training
- Full support with testing

GE's custom professional services are designed to offer expertise, experience, and exposure to GE's advanced, high-tech, networking and commercial products.

Typical activities include:

- Testing applications in a TDM and/or packet environment
- Teleprotection, SCADA, 61850, legacy services; voice, serial, data, advanced NMS operations & differentiated IT services
- Performance testing in a TDM and/or packet environment
- Latency (including asymmetry) for time-sensitive applications,
- Determinism - static routes, latency and jitter, guaranteed QoS and path switching
- Bring 3rd party equipment for interface and performance testing

[†] Tier 1: Support is provided through individuals with a basic understanding of the product structure and can field high-level product questions. Tier 2: Support is provided through technologists with an expert understanding of the SONET/SDH equipment. Tier 3: Support is provided by individuals with design expertise of the SONET/SDH equipment, often through the tier-2 technical support team.

^{††} External network management solutions sourced through GE and purchase for managing JunglePAX equipment is subject to Annual software licensing

**AMENDMENT NO. 1 TO RENEW AND EXTEND
THE AGREEMENT FOR THE PERFORMANCE OF SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
GE GRID SOLUTIONS, LLC
EXHIBIT B – AMENDED JANUARY 15, 2021**

COMPENSATION AND FEE SCHEDULE

1. Compensation: The amount billed to City by Contractor for services under this Agreement as Amended will not exceed two hundred forty one thousand two hundred seventy eight dollars (\$241,278) including all materials, equipment, and travel costs associated with on-site trips included in the Platinum support package.
2. Additional Services: Additional services shall only be authorized by a written addendum to this agreement in advance of services being performed. All additional services not included in this Agreement shall be approved by the City through an addendum to this agreement. Contractor's quote for additional services shall include an estimate of hourly labor, number of hours, parts materials, and any other costs associated with such additional work. Any additional work shall be subject to the following terms and conditions associated with reimbursement of costs:
 - a. Pass-Through Costs: In some cases, Contractor may pass-through costs such as, but not limited to, subcontracted activities or materials. Such Pass-Through Costs shall be included in the quote for Additional Services. When these Pass-Through Costs occur, Contractor will invoice City for these costs without markup. Contractor shall provide supporting documentation such as invoices or receipts for all Pass-Through costs. Except in the case of emergency, Contractor will notify the City in advance when these costs are anticipated.
 - b. Reimbursement of expenses is subject to the following conditions.
 - i. Expenses shall be reimbursable only to the extent that the Contractor submits sufficient documentation to the City that the expenses were directly incurred in providing the requested services and that such costs are not already included in the fee or hourly rate.
 - ii. Travel-related expenses (mileage, lodging, meals, etc.).
 - Unless approved in writing (e-mail acceptable) in advance, meals, lodging, and related Per Diem shall not exceed the rates outlined by United States General Services Administration (GSA).
<https://www.gsa.gov/travel-resources>
 - The City shall not reimburse local travel (within Santa Clara County).



GE Grid Solutions, LLC

To: SVP (Silicon Valley Power - Santa Clara)

881 Martin Avenue,
Santa Clara, CA. 95050

Attn: Mr. Son Le

8525 Baxter Place, Suite 100,
Burnaby, B.C. V5A 4V7 Canada
Tel: 604.421.8700 Fax: 604.421.8707

11-Sep-2020

Proposal:

QC00392B-BN

ISSUE 3

Page 1 of 1

In response to your request we take pleasure in proposing:

Terms of Payment: Net 30 Days			DELIVERY: TBA		FCA: Factory, ON. Canada (Freight - Prepaid & Charge)	
Item	Qty	Description			Unit Price	Total Price
		86400 Lentronics Multiplexer System Lentronics J_mux Support Services Professional Service OPTIONS			<u>USD</u>	<u>USD</u>
1.00		90520-31 3-Yr PLATINUM; Per NODE, per 3 YEAR consist of:				
1.01	36	- First Year for 36* NODES			\$1,277	\$45,956
1.02	38	- Second Year for 38* NODES			\$1,277	\$48,509
1.03	40	- Third Year for 40* NODES			\$1,277	\$51,063
		(per Details in attached Product Brochures).				
BASEBID EQUIPMENT TOTAL =						\$145,528
Federal Sales Tax		<input type="checkbox"/> Included <input checked="" type="checkbox"/> Excluded		State & Municipal Sales Tax		<input type="checkbox"/> Included <input checked="" type="checkbox"/> Excluded

Purchaser's Order No.: _____

Destination :

Prices

☐

Include

☒

Exclude freight charges

By:

David Wilson

Title:

Regional Sales Manager

Date:

11-Sep-20

Signature:

Purchaser's Acceptance

By:

Title:

Date:

Signature:

The warranty period ("Warranty Period") is 24 Months from
the date of shipment

All of us ... Always with unyielding integrity ...



AGENDA REPORT

Date: January 23, 2018

To: City Manager for Council Action

From: Chief Electric Utility Officer

Subject: Approval of an Agreement for the Performance of Services with Reliability Optimization, Inc., to Provide Predictive Maintenance Program Services for the Electric Department Generation Facilities

EXECUTIVE SUMMARY

The City of Santa Clara owns and operates three generation facilities: Cogeneration (Cogen), Gianera, and the Donald Von Raesfeld Power Plant (DVR). Each facility requires preventative, corrective, and emergency maintenance. The goal of any maintenance program is to reduce cost and maximize availability. Goal achievement is reached by identifying and monitoring machine conditions through a healthy Predictive Maintenance Program.

A Request for Proposal (RFP) was issued for Predictive Maintenance Program services and four proposals were received. The proposals were reviewed by staff, and Reliability Optimization, Inc. was selected. In order to keep these facilities running efficiently and reliably, staff proposes to enter into an Agreement for the Performance of Services with Reliability Optimization, Inc. to provide this Predictive Maintenance Program. A copy of the Agreement for the Performance of Services with Reliability Optimization, Inc. 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

Entering into this Agreement for the Performance of Services will help to ensure the safe, reliable, and efficient operation of the City's Generation Facilities.

ECONOMIC/FISCAL IMPACT

The cost of this Agreement for the Performance of Services with Reliability Optimization, Inc. will not exceed \$350,154. For fiscal year 2017/18, costs shall not exceed \$125,000. Sufficient funds are available in the Electric Department Operating Budget Maintenance account, 091-1377-87600-[A]00015-[F]55300. 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 Reliability Optimization, Inc., in an amount not to exceed \$125,000 for fiscal year 2017/18, or \$350,154 for the three year term of the Agreement, for Predictive Maintenance Program services for the Electric Department Generation facilities.

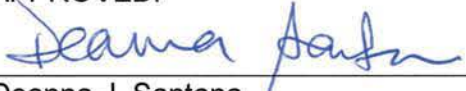

John C. Roukema
Chief Electric Utility Officer

Certified, as to Availability of Funds:

091-1377-87600 \$125,000 *BN*


Angela Kraetsch
Acting Director of Finance

APPROVED:


Deanna J. Santana
City Manager

Documents Related to this Report:

- 1) *Agreement for the Performance of Services with Reliability Optimization, Inc.*

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
RELIABILITY OPTIMIZATION INC.**

PREAMBLE

This agreement for the performance of services ("Agreement") is by and between Reliability Optimization Inc., a California corporation, with its principal place of business located at 325 Park Drive, Aptos, California 95003 ("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:

Reliability Optimization Inc.
325 Park Drive
Aptos, California 95003
or by email at knordenstrom.roi@gmail.com

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.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:



BRIAN DOYLE
City Attorney

ATTEST:



ROD DIRIDON, JR.
City Clerk

Dated: 11/25/2018



DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

RELIABILITY OPTIMIZATION INC.
a California corporation

Date: 23 SEP 17

By: 

KEVIN NORDENSTROM

Title: President

Address: 325 Park Drive
Aptos, CA 95003

Telephone: (916) 813-0035

Email: Knordenstrom.roi@gmail.com

"CONTRACTOR"

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
RELIABILITY OPTIMIZATION INC.**

EXHIBIT A

SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement is to provide predictive maintenance service which include but are not limited to: vibration testing and analysis, on-line and off-line motor and motor circuit analysis, infrared thermographic imaging of equipment and analysis, oil analysis and instrumentation support as needed.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
RELIABILITY OPTIMIZATION INC.**

EXHIBIT B

FEE SCHEDULE

Total for the scope of work should not exceed \$333,480.00. Additional services consist of work not included in the Scope of Services outlined within this agreement. Payment of any Additional Services is allowed only if written authorization is given by City in advance of the work to be performed. Additional Services shall not exceed \$16,674.00 without approval from City.

In no event shall the amount billed to City by Contractor for services under this Agreement exceed three hundred fifty thousand one hundred fifty-four dollars and zero cents (\$350,154.00), subject to budget appropriations.

Chapter 8 – Proposal Costs and Rate Sheets

8.0 FULL SCOPE of PdM SERVICES

- .1 The PdM Services inclusive of Vibration Testing and Analysis, On-line Motor Analysis, Off-line Motor Analysis, Infrared Thermographic Imaging and Lubrication Oil Analysis work outlined in the 4.0 and 5.0 sections of this proposal and corresponding to the included equipment listing contained in Attachment E, can be performed for the fixed lump sum as included below. This price includes all costs to complete work.

- d. *DVR – \$61,512 annually, billed at \$5,126 monthly
- e. Cogen – \$23,916 annually, billed at \$1,993 monthly
- f. Gianera – \$732 annually, billed at \$366 semi-annually

*All motor testing costs have been allocated to DVR since not segregated by plant in Addendum 3.

The Term of this Contract will cover a period of 36 (thirty-six) months. The program will be managed and invoiced on a monthly and semi-annual basis, upon completion of services for that period. No escalation of pricing will be applicable in the contract term. The pricing contained in this proposal was calculated based on performance of PdM Services at multiple SVP facilities.

ROI is available for work and fulfillment of contract items 24/7 and will work in concurrence with SVP operational schedules and dispatches.

- .2 Time & Material cost to perform PdM/Reliability Testing Services inclusive of vibration, infrared thermography, and oil analysis is:

Hourly rate of \$150 per hour, minimum 4 hour charge. Travel time will be billed at \$150 per hour. Report time will be billed at \$150 per hour. Mileage will be billed at \$0.565 per mile and subsistence will be billed at cost plus 5%. Meals charged at \$64 per day. Net 30 days payment. The invoice will be submitted at the conclusion of the time and material work and delivery of reports to SVP.

Suggested SVP Annual Not to Exceed amount - \$25,000

ROI is available for fulfillment of Time and Material work 24/7 and will work in concurrence with SVP operational schedules and dispatches.

Reliability Optimization, Inc. Proprietary Information

This document contains confidential and proprietary information owned by Reliability Optimization, Inc. and may not be copied, used, or disclosed to others without prior written permission of Reliability Optimization, Inc. All rights reserved

2017 Pricing



Reliability Optimization, Inc.
325 Park Drive
Aptos, California 95003
Tel: 916.813.0035
knordenstrom.roi@gmail.com
www.reliabilityoptimizationinc.com

ROI Vibration Analysis

➤ Daily Rate – ~ 8 hours	\$ 1200
➤ Overtime - per hour	\$ 225
➤ Travel Time – per hour	\$ 150
➤ Expenses	Cost + 5%

ROI On-line Multi-channel Vibration Analysis

➤ Daily Rate – ~ 8 hours	\$ 1500
➤ Overtime - per hour	\$ 281
➤ Travel Time - per hour	\$ 150
➤ Daily Multi-channel Equip (on site for extended time)	\$ 185
➤ Daily Multi-channel Acc. (on site for extended time)	\$ 65
➤ Expenses	Cost + 5%

ROI On-line & Off-line Motor Analysis

➤ Daily Rate – ~ 8 hours	\$ 1500
➤ Overtime - per hour	\$ 281
➤ Travel Time – per hour	\$ 150
➤ Expenses	Cost + 5%

ROI Infrared Thermographic Analysis

➤ Daily Rate – ~ 8 hours	\$ 1200
➤ Overtime - per hour	\$ 225
➤ Travel Time – per hour	\$ 150
➤ Expenses	Cost + 5%

ROI Airborne Ultrasonic Analysis

➤ Daily Rate – ~ 8 hours	\$ 1200
➤ Overtime - per hour	\$ 225
➤ Travel Time – per hour	\$ 150
➤ Expenses	Cost + 5%

Reliability Optimization, Inc. Proprietary Information

This document contains confidential and proprietary information owned by Reliability Optimization, Inc. and may not be copied, used, or disclosed to others without prior written permission of Reliability Optimization, Inc. All rights reserved

RO/ Transformer/Lubrication Oil Analysis

- | | |
|--------------------------|-----------|
| ➤ Daily Rate - ~ 8 hours | \$1200 |
| ➤ Overtime - per hour | \$ 225 |
| ➤ Travel Time – per hour | \$ 150 |
| ➤ Expenses | Cost + 5% |

RO/ Training/Reliability Programs/Consulting Services

- | | |
|--------------------------|-----------|
| ➤ Daily Rate | Quotation |
| ➤ Travel Time – per hour | Quotation |
| ➤ Expenses | Quotation |

Reliability Optimization, Inc. Proprietary Information

This document contains confidential and proprietary information owned by Reliability Optimization, Inc. and may not be copied, used, or disclosed to others without prior written permission of Reliability Optimization, Inc. All rights reserved

- 20 -

Exhibit B

Page 4

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
RELIABILITY OPTIMIZATION INC.**

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
RELIABILITY OPTIMIZATION INC.**

EXHIBIT D

**ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN
AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA**

Termination of Agreement for Certain Acts.

- A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:
1. If a Contractor¹ does any of the following:
 - a. Is convicted² of operating a business in violation of any Federal, State or local law or regulation;
 - b. Is convicted of a crime punishable as a felony involving dishonesty³;
 - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;
 - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; and/or,
 - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

¹ For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

² For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

³ As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Contractor can be imputed to the Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.
- B. The City may also terminate this Agreement in the event any one or more of the following occurs:
1. The City determines that Contractor no longer has the financial capability⁴ or business experience⁵ to perform the terms of, or operate under, this Agreement; or,
 2. If City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to provide and maintain bonds and/or insurance policies required under this Agreement.
- C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the City's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. The Contractor will have the burden of proof on the appeal. The Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

⁴ Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

⁵ Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
RELIABILITY OPTIMIZATION INC.**

EXHIBIT E

AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS

I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Exhibit D. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of "Contractor" contained in Ethical Standards at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said "Contractor" category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

RELIABILITY OPTIMIZATION INC.
a California corporation

By: 

Signature of Authorized Person or Representative

Name: KEVIN NORDENSTROM

Title: President

NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Santa Cruz }

On 9/24/2017 before me, D. F. Belgin, Notary Public,
(Here insert name and title of the officer)

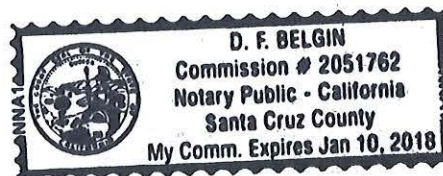
personally appeared Kevin Nordenstrom,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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.

D. F. Belgin
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Affidavit of Compliance w/
(Title or description of attached document)

Ethical Standards, Exhibit E
(Title or description of attached document continued)

Number of Pages 1 Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
RELIABILITY OPTIMIZATION INC.**

EXHIBIT F

MILESTONE SCHEDULE

(Not Applicable)

**AMENDMENT NO. 1 TO THE AGREEMENT FOR
PERFORMANCE OF SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
RELIABILITY OPTIMIZATION, INC.**

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation ("City") and Reliability Optimization, Inc., a California corporation, with its principal place of business located at 325 Park Drive, Aptos, California 95003 ("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 or Performance of Services Between the City of Santa Clara, California and Reliability Optimization, Inc.", dated on or about January 25, 2018 (Agreement);
- B. The Parties entered into the Agreement for the purpose of having Contractor provide all equipment, materials, and labor to Provide Predictive Maintenance Program Services for the Electric Department Generation Facilities and the Parties now wish to amend the Agreement to extend the term, and clarify and add additional services; and
- C. The Agreement and its amendments are collectively referred to herein as the "Agreement as Amended".

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. Section 5 of this Agreement "TERM" is hereby deleted and replaced with:
"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 five (5) years from the Effective Date."
- 2. Section 11 of the Agreement "COMPENSATION AND PAYMENT" is hereby deleted and replaced with: "In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and

services rendered by Contractor at the rates specified in Exhibit B Fee Schedule and Payment Provisions Amended January 15, 2021.”

3. Exhibit A - Scope of Services is hereby deleted and replaced with the attached Exhibit A - Amended January 15, 2021 - Scope of Services.
4. Exhibit B - Schedule of Fees is hereby deleted and replaced with the attached Exhibit B - Amended January 15, 2021- Fee Schedule and Payment Provisions.
5. Exhibit F - Milestone Schedule is hereby deleted and replaced with Exhibit F Labor Compliance Addendum.
6. 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 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”

RELIABILITY OPTIMIZATION, INC.
a California corporation

Dated: _____
By (Signature): _____
Name: _____
Title: _____
Principal Place of
Business Address: _____
Email Address: _____
Telephone: () _____
Fax: () _____

**AMENDMENT NO. 1 TO THE AGREEMENT FOR
PERFORMANCE OF SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
RELIABILITY OPTIMIZATION, INC.**

EXHIBIT A – AMENDED JANUARY 15, 2021

SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement is to provide predictive maintenance service including Vibration Testing and Analysis, On-line Motor Analysis, Off-line Motor Analysis, Infrared Thermographic Imaging, Airborne Ultrasonic Testing, Lubrication Oil Analysis, and Transformer Oil Analysis according to the schedule set forth in Appendix A located at Silicon Valley Power (SVP) sites in California.

1. SCOPE OF WORK

1.1. TYPES OF PLANTS

In General, the following services will be performed based on the type of plant.

- 1.1.1. Gas Fired Power Plants - the Reliability / PdM Services include Vibration Testing and Analysis, On-line Motor Analysis, Off-line Motor Analysis, Infrared Thermographic Imaging, Lubrication Oil Analysis and Transformer Oil Analysis work outlined in this Exhibit A and corresponding to the included equipment list/Technology Application List contained in Appendix A, which will be performed at the fixed lump sum costs as specified in Exhibit B. This price includes all costs to complete work.
- 1.1.2. Hydroelectric Power Plants - the PdM Services include Vibration Testing and Analysis, On-line Motor Analysis, Off-line Motor Analysis, Infrared Thermographic Imaging, Airborne Ultrasonic Testing, Transformer Oil Analysis and Corona Imaging and Analysis work outlined in this Exhibit A and corresponding to the included equipment list/Technology Application List contained in Appendix A, which will be performed at the fixed lump sum costs as specified in Exhibit B. This price includes all costs to complete work.

1.2. VIBRATION TESTING

- 1.2.1. **Equipment to be tested:** Contractor shall perform testing and analysis on critical plant equipment as derived from the rotating equipment list and indicated on the included equipment listing

contained in Appendix A.

1.2.2. Frequency of Measurements

1.2.2.1. The frequency of periodic vibration data collection and analysis are as defined in the equipment list for each plant included in Appendix A.

1.2.2.2. The periodic rates assigned are based on several factors including the criticality of machinery to be tested, and operating pattern associated with equipment. As noted, equipment swapping practices will determine collection frequency of spared equipment.

1.2.2.3. Varying confidence levels related to detection of problems versus non-detection of problems corresponds to varying frequencies of data collection and analysis intervals. General guidelines as to problem detection confidence levels achieved with varying periodic service intervals for constantly operating equipment are: (1) Weekly - 98%; (2) Monthly – 95%; (3) Quarterly - 70%; and (4) Semi -annual - 45-50%. The periodic collection schedule included are based on historical operational schedules and discussion plant personnel.

1.2.3. **Measurement Parameters:** The vibration measurements will include: (1) vibration velocity as specified by ISO Standard 2372, characterizing vibration velocity as the most significant vibration measurement, (2) vibration acceleration for detection and analysis of high frequency vibrations such as bearing, gearing, and rotor bar defects, and (3) Spike Energy acceleration vibration for detection and analysis of problems resulting in impactive vibration and early detection of bearing degradation. All parameters measured will include both an overall vibration measurement and amplitude versus frequency spectra. The alarm limits for the overall and spectral measurements will be derived from industry standards and experience. The spectral parameters will be established based on machinery characteristics, i.e. RPM, bearing type, teeth on gears, etc., and based on experience and knowledge regarding the setup and installation of PdM programs.

1.2.4. Test Equipment and Database to be Used:

1.2.4.1. For periodic vibration analysis work, Rockwell Automation's Emonitor and enPAC 2500 vibration data collector shall be used to for collection, analysis and report generation. This leverages the historical data available for comparison of present time machine condition.

- 1.2.4.2. For real time vibration data capture and analysis an IOtech ez-Tomas and 652u multi-channel analyzer or Alta Solutions AS-410 and AS-1250 multi-channel analyzer shall be used for collection and analysis of the data.

1.3. ON-LINE MOTOR ANALYSIS (EMAX)

- 1.3.1. **Equipment to be tested:** On-line Motor Analysis is to be performed on critical plant equipment as derived from the rotating equipment list and indicated on the included equipment listing contained in Appendix A.

- 1.3.2. **Frequency of Measurements:**

- 1.3.2.1. Contractor shall perform On-line Motor Analysis data collection and analysis at annual intervals as has been calculated at and is recommended and accepted by industry standards.
 - 1.3.2.2. This periodic rate is recommended due to several factors including the criticality of machinery to be tested and industry standards for electric motor analysis.

- 1.3.3. **Measurement Parameters: MEASUREMENT PARAMETERS**

The On-line Motor Analysis data to be gathered will include both voltage and current on each phase of the motor circuit. Derived from this data are performance parameters such as voltage harmonic distortion, current harmonic distortion, voltage crest factor, current crest factor, impedance unbalance, voltage unbalance, current unbalance, and pole passing current indicating rotor related problems. From this data the condition of the stator and rotor can be assessed. Motor inefficiencies and power quality problems can also be analyzed.

- 1.3.4. **Test Equipment and Database to be Used:** A PdMA MCEMax tester and MCEGold software application shall be used for on-line motor data collection, analysis and report generation. This leverages the historical data available for comparison of present time machine condition.

1.4. OFF-LINE MOTOR ANALYSIS (MCE)

- 1.4.1. **Equipment to be tested:** Off-line Motor Analysis is to be performed on critical plant equipment as derived from the rotating equipment list and indicated on the included equipment listing contained in Appendix A.

1.4.2. Frequency of Measurements:

- 1.4.2.1. Contractor shall perform Off-line Motor Analysis data collection and analysis at annual intervals as has been calculated at and is recommended and accepted by industry standards.
- 1.4.2.2. This periodic rate is recommended due to several factors; (1) The criticality of machinery to be tested and (2) Industry standards for electric motor analysis.

1.4.3. Measurement Parameters:

The Motor Circuit Evaluation data to be gathered will include Phase to Phase Low Resistance, Phase to Phase Inductance, Capacitance to Ground, and Polarization Index and/or Dielectric Absorption Ratio data and Step Voltage testing where applicable. Further testing can be performed dependent on and as required by other test results. From this data, the condition of the stator and rotor can be assessed.

- 1.4.4. **Test Equipment and Database to be Used:** A PdMA MCEmax tester and MCEGold software application shall be used for off-line motor data collection, analysis and report generation. This leverages the historical data available for comparison of present time machine condition.

1.5. INFRARED THERMOGRAPHIC IMAGING

1.5.1. Equipment to be tested:

- 1.5.1.1. Infrared Thermographic Imaging is to be performed on critical plant equipment as derived from the rotating equipment list and indicated on the included equipment listing contained in Appendix A.
- 1.5.1.2. In addition to the motor starters and switchgear listed, infrared testing would also include any and all other panels, MCC cubicles, power distribution apparatus, switchgear and high yard areas opened by SVP personnel and made available to survey.

1.5.2. Frequency of Measurements:

- 1.5.2.1. Contractor shall perform frequency of Infrared Thermographic Imaging collection and analysis annual intervals.

- 1.5.2.2. This periodic rate is recommended due to several factors including the criticality of equipment to be tested and industry standards for Infrared Thermographic Imaging
- 1.5.2.3. A post correction survey to ensure correction of problems and abnormal conditions reported will be performed after corrective measures have been implemented.

1.5.3. **Measurement Parameters**

The Infrared Thermographic Imaging data to be gathered will include both Infrared Imagery and Digital pictures of machinery and components with problems that need corrective actions. Derived from this data are operational measurement parameters such as operation temperature above ambient conditions, operating temperature above similar components, and operating temperature as compared to relative loading.

- 1.5.4. **Test Equipment and Database to be Used:** A Flir Infrared Camera and Flir Professional Report Writer software application shall be used for infrared thermogram collection, analysis and report generation. This leverages the historical data available for comparison of present time machine condition.

1.6. LUBRICATION OIL ANALYSIS (LOA)

- 1.6.1. **Equipment to be tested:** LOA is to be performed on critical plant equipment as derived from the rotating equipment list and indicated on the included equipment listing contained in Appendix A.
- 1.6.2. ROI personnel will draw all lubrication oil samples and send to lab of choice for diagnostic processing. ROI will analyze results and provide reports containing analysis of results and recommended actions. Cost of laboratory diagnostic processing is included in this Scope of Services.
- 1.6.3. **Frequency of Measurements:**
 - 1.6.3.1. Contractor shall perform LOA at quarterly intervals for critical systems and semi-annually for systems with secondary criticality as has been calculated at and is recommended and accepted by industry standards.
 - 1.6.3.2. This periodic rate is recommended due to several factors including the criticality of equipment to be tested and industry standards for lubrication oil analysis.

1.6.4. **Measurement Parameters**

- 1.6.4.1. The LOA will include Water (KF), Viscosity, ISO particle count, Total Acid Number, Spectrochemical Analysis and DR Ferrography.
- 1.6.4.2. An in-depth turbine lubricant assessment will be performed annually on turbine oil.
- 1.6.4.3. Further analysis such as Analytical Ferrography will be performed as required by initial Lubrication Analysis and other PdM testing results.
- 1.6.4.4. From this data the condition of the lubricant can be determined so that the presence and analysis of wear particles will aid in determining the mode of degradation and root cause of problematic conditions.

1.7. **TRANSFORMER OIL ANALYSIS (TOA)**

- 1.7.1. **Equipment to be tested:** TOA is to be performed on critical plant equipment as derived from the rotating equipment list and indicated on the included equipment listing contained in Appendix A.
- 1.7.2. **Frequency of Periodic Measurements:** The frequency of transformer oil analysis is will be performed on the following schedule:
 - 1.7.2.1. DVR, Cogen & Gianera Generator Step Up, Unit Auxiliary and Station Service Transformers: Quarterly testing consisting of one full scope test as described below under measurement parameters and three tests consisting of Dissolved Gas Analysis (DGA) and Dissolved Water by Karl Fischer Analysis.
 - 1.7.2.2. All other DVR, Cogen & Gianera oil filled Transformers: Annual testing consisting of one full scope test as described in this section under Measurement Parameters.
 - 1.7.2.3. Stoney Gorge, Black Butte and High Line Generator Step Up Transformers Annual testing consisting of one full scope test as described in this section under Measurement Parameters and one test consisting of DGA and Dissolved Water by Karl Fischer Analysis.
 - 1.7.2.4. Stoney Gorge and Black Butte Oil Filled Circuit Breakers (OCB's) annual testing consisting of one full scope test as described in this section under Measurement Parameters and one test consisting of DGA and Dissolved Water by Karl

Fischer Analysis.

- 1.7.2.5. These periodic rates are based on several factors inclusive of the criticality of machinery to be tested, and operating pattern associated with equipment.

1.7.3. **Measurement Parameters**

- 1.7.3.1. Full scope transformer oil analysis includes:

- 1.7.3.1.1. Liquid Oil Screen Testing comprised of a) Dielectric Breakdown Strength, b) Neutralization Number, c) Interfacial Tension Test, and d) Oil Color Comparison and Appearance;
- 1.7.3.1.2. Liquid Power Factor;
- 1.7.3.1.3. Dissolved Gas Analysis (DGA);
- 1.7.3.1.4. Dissolved Water Analysis (KF);
- 1.7.3.1.5. Fault Metal Analysis;
- 1.7.3.1.6. Inhibitor Analysis; and
- 1.7.3.1.7. Furan Analysis. Further analysis may be required as a result of initial transformer oil analysis, on-line DGA monitoring and other PdM testing results. These may include Corrosive Sulfur, Degree of Polymerization Testing, and full realm of off-line testing, i.e. Power Factor Tests, Polarization Index Testing, Step Voltage Testing, Low Resistance Testing, and Frequency Response Analysis dependent on suspected condition. From this data the condition of the transformer and fluid can be determined and the presence of dissolved gases will aid in determining the mode of degradation and root cause of the problematic condition and corrective actions required.

- 1.7.3.2. Full scope OCB oil analysis including:

- 1.7.3.2.1. Liquid Oil Screen Testing comprised of a) Dielectric Breakdown Strength, b) Neutralization Number, c) Interfacial Tension Test, and d) Oil Color Comparison and Appearance;

- 1.7.3.2.2. Dissolved Gas Analysis (DGA);
- 1.7.3.2.3. Dissolved Water Analysis (KF); and
- 1.7.3.2.4. Further analysis may be required as a result of initial OCB oil analysis. These may include a full realm of off-line testing. From this data the condition of the OCB and fluid can be determined and the presence of dissolved gases will aid in determining the mode of degradation and root cause of the problematic condition and corrective actions required.

- 1.7.4. **Test Equipment and Database to be Used:** ROI will contract with SD Myers to draw all transformer and OCB oil samples and perform lab diagnostic processing. Additional analysis of results will be performed and report provided containing analysis of results and recommended actions.

1.8. PdM TESTING REPORTING:

- 1.8.1. PdM report shall be generated and delivered to SVP within five (5) days after the PdM testing data has been gathered.
- 1.8.2. Problems requiring immediate attention shall be urgently communicated to SVP as soon as practical.
- 1.8.3. A report will be delivered to SVP once per month or corresponding to the periodic schedule of each technology applied.
- 1.8.4. The report shall contain, but is not limited to, a listing of all machinery tested, (highlighting problem areas), followed by detailed analysis of machinery problems found, including recommendations as to the corrective actions needed. The reports will be in compliance with the historical format.

2. DATABASES

City shall be the exclusive owner of the PdM Software database(s) generated during this contract service. Any reproduction, publication, or distribution of information contained in these files will not be permitted without written approval from City of Santa Clara. ROI shall maintain and backup the PdM databases. ROI will use the databases freely for the benefit of City of Santa Clara. At City's sole discretion, City may assume the management of the database(s) at any time during the contract period

3. RESPONSIBILITIES OF CITY

- 3.1. City shall provide safe access to areas and machinery to be tested including modifications to machinery guards and enclosures to provide safe access to machinery bearings for the purpose of Vibration data collection. Contractor shall notify City of any modifications required by contractor with sufficient notice for City to take action.
- 3.2. City shall provide machinery information as needed such as machinery nameplate data, driven component rotational speeds, bearing manufacturer and model.
- 3.3. City shall provide safe access to Motor Control Centers for the purpose of connecting leads for On-line and Off-line Motor Analysis Testing.
- 3.4. City shall provide machinery in a non-operational state for the purpose of Off-line Motor Analysis.
- 3.5. City shall have generator leads disconnected and ready for performance of off-line generator testing.
- 3.6. City shall make available personnel to work ahead of PdM personnel disconnecting motor leads in connection boxes (as in the case where surge arrestors and/or capacitors are installed and/or AC or DC VFD's need to be isolated from the testing circuit), removing tape to expose leads for testing, or other as needed to allow access to T-leads or motor leads to enable off-line testing to be performed). Contractor shall notify City of all needs for disconnection in advance.
- 3.7. City shall make machinery available in an operational state and loaded to maximum or normal levels for the purpose of Vibration Analysis, On-line Motor Analysis Testing, Infrared Thermographic Imaging, Transformer Oil Analysis sample collection, Lubrication Oil Analysis sample collection.
- 3.8. City shall make available Personnel to work ahead of PdM personnel opening electrical enclosures and allowing access to electrical and/or mechanical equipment, components, and devices to be scanned with Infrared Thermographic Imaging.

SVP DVR

PdM Technology Application List

	LOCATION	SHORT DESCRIPTION	VIBR- mnthly Critical/ non- spared	VIBR-bi- monthly spared/ non-critical	VIBR-as Available	Emax Annual	MCE Annual	IR Annual	XFMR Quarterly	XFMR Annual	LOA Qrtly	LOA Semi Annual
	Unit 1											
1	CT Gen	COMBUSTION TURBINE GENERATOR	X					X			X	
2	NH3 Dilution Blwr A	AMMONIA DILUTION BLOWER A		X		X	X	X				
3	NH3 Dilution Blwr B	AMMONIA DILUTION BLOWER B		X		X	X	X				
4	Turbine Vent Fan A	TURBINE VENTILATION FAN A		X		X	X	X				
5	Turbine Vent Fan B	TURBINE VENTILATION FAN B		X		X	X	X				
6	Gen Vent Fan A	GENERATOR VENTILATION FAN A		X		X	X	X				
7	Gen Vent Fan B	GENERATOR VENTILATION FAN B		X		X	X	X				
8	Wtr Inj Pmp A	WATER INJECTION PUMP A		X		X	X	X				
9	Wtr Inj Pmp B	WATER INJECTION PUMP B		X		X	X	X				
10	BFWP A	BOILER FEED WATER PUMP A		X		X	X	X				X
11	BFWP B	BOILER FEED WATER PUMP B		X		X	X	X				X
	Unit 2											
12	CT Gen	COMBUSTION TURBINE GENERATOR	X					X			X	
13	NH3 Dilution Blwr A	AMMONIA DILUTION BLOWER A		X		X	X	X				
14	NH3 Dilution Blwr B	AMMONIA DILUTION BLOWER B		X		X	X	X				
15	Turbine Vent Fan A	TURBINE VENTILATION FAN A		X		X	X	X				
16	Turbine Vent Fan B	TURBINE VENTILATION FAN B		X		X	X	X				
17	Gen Vent Fan A	GENERATOR VENTILATION FAN A		X		X	X	X				
18	Gen Vent Fan B	GENERATOR VENTILATION FAN B		X		X	X	X				
19	Wtr Inj Pmp A	WATER INJECTION PUMP A		X		X	X	X				
20	Wtr Inj Pmp B	WATER INJECTION PUMP B		X		X	X	X				
21	BFWP A	BOILER FEED WATER PUMP A		X		X	X	X				X
22	BFWP B	BOILER FEED WATER PUMP B		X		X	X	X				X
	STG											
23	Steam Turbine	STEAM TURBINE	X					X			X	
24	ST LOP A	STEAM TURBINE LUBE OIL PUMP A		X		X	X	X				
25	ST LOP B	STEAM TURBINE LUBE OIL PUMP B		X		X	X	X				
26	ST OP A	STEAM TURBINE OIL PUMP A		X		X	X	X				
27	ST OP B	STEAM TURBINE OIL PUMP B		X		X	X	X				
	CTW											
28	CTW Fan A	COOLING TOWER FAN A		X		X	X	X				X
29	CTW Fan B	COOLING TOWER FAN B		X		X	X	X				X
30	CTW Fan C	COOLING TOWER FAN C		X		X	X	X				X
31	Circ Cooling Pmp A	CIRCULATION COOLING PUMP A		X		X	X	X				
32	Circ Cooling Pmp B	CIRCULATION COOLING PUMP B		X		X	X	X				
33	Circ Cooling Pmp C	CIRCULATION COOLING PUMP C		X		X	X	X				
34	Aux Cooling Pmp A	AUXILIARY COOLING PUMP A		X		X	X	X				
35	Aux Cooling Pmp B	AUXILIARY COOLING PUMP B		X		X	X	X				
	Condensate											
36	CND Pmp A	CONDENSATE PUMP A		X		X	X	X				
37	CND Pmp B	CONDENSATE PUMP B		X		X	X	X				

SVP DVR

PdM Technology Application List

LOCATION	SHORT DESCRIPTION	VIBR- mntly Critical/ non- spared	VIBR-bi- monthly spared/ non-critical	VIBR-as Available	Emax Annual	MCE Annual	IR Annual	XFMR Quarterly	XFMR Annual	LOA Qrtly	LOA Semi Annual
38	CND Pmp C	CONDENSATE PUMP C		X		X	X				
39	CND Drn Pmp A	CONDENSATE DRAIN PUMP A			X	X	X				
40	CND Drn Pmp B	CONDENSATE DRAIN PUMP B			X	X	X				
41	Vacuum Pmp P-1A	VACUUM PUMP P-1A		X		X	X				
42	Vacuum Pmp P-1B	VACUUM PUMP P-1B		X		X	X				
	Water Treatment										
43	Air Cmp A	AIR COMPRESSOR A		X			X				
44	Air Cmp B	AIR COMPRESSOR B		X			X				
45	Demin Pmp A	DEMINERALIZE WATER PUMP A		X			X				
46	Demin Pmp B	DEMINERALIZE WATER PUMP B		X			X				
47	Water Recov Pmp A	WATER RECOVERY PUMP A		X			X				
48	Water Recov Pmp B	WATER RECOVERY PUMP B		X			X				
49	FWD Flushing Pmp 4A	FORWARD FLUSHING PUMP 4A			X		X				
50	FWD Flushing Pmp 4B	FORWARD FLUSHING PUMP 4B			X		X				
51	Filter Feed Pmp 1A	FILTER FEED WATER PUMP 1A		X			X				
52	Filter Feed Pmp 1B	FILTER FEED WATER PUMP 1B		X			X				
53	Backwash Pmp A	BACKWASH PUMP A			X		X				
54	Backwash Pmp B	BACKWASH PUMP B			X		X				
55	RO Boost Pmp 2A	RO BOOST PUMP 2A		X			X				
56	RO Boost Pmp 2B	RO BOOST PUMP 2B		X			X				
57	RO Boost Pmp 3A	RO BOOST PUMP 3A		X			X				
58	RO Boost Pmp 3B	RO BOOST PUMP 3B		X			X				
	Chiller										
59	Chiller A	CHILLER A		X		X	X				X
60	Chiller B	CHILLER B		X		X	X				X
61	Chilled Water Pmp A	CHILLED WATER PUMP A	X			X	X				
62	Chilled Water Pmp B	CHILLED WATER PUMP B	X			X	X				
63	Chilled Water Pmp C	CHILLED WATER PUMP C	X			X	X				
64	CCW Pmp A	CLOSED COOLING WATER PUMP A		X		X	X				
65	CCW Pmp B	CLOSED COOLING WATER PUMP B		X		X	X				
	Gas Comp Bldg										
66	Gas Comp A	GAS COMPRESSOR A	X			X	X				X
67	Gas Comp B	GAS COMPRESSOR B	X			X	X				X
68	Gas Comp C	GAS COMPRESSOR C	X			X	X				X
69	GC Cooler A	GAS COMPRESSOR COOLER A	X			X	X				
70	GC Cooler B	GAS COMPRESSOR COOLER B	X			X	X				
71	GC Cooler C	GAS COMPRESSOR COOLER C	X			X	X				
72	AIR CMP A	AIR COMPRESSOR A		X			X				
73	AIR CMP B	AIR COMPRESSOR B		X			X				
	XFMR										
74	CTG GSU	CTG 1 STEP UP TRANSFORMER					X	X	X		
75	CTG GSU	CTG 2 STEP UP TRANSFORMER					X	X	X		

SVP DVR

PdM Technology Application List

	LOCATION	SHORT DESCRIPTION	VIBR- mnthly Critical/ non- spared	VIBR-bi- monthly spared/ non-critical	VIBR-as Available	Emax Annual	MCE Annual	IR Annual	XFMR Quarterly	XFMR Annual	LOA Qrtly	LOA Semi Annual
76	UAT 1	UNIT AUXILIARY TRANSFORMER						X	X	X		
77	SST1	STATION SERVICE SUBSTATION TRANSFORMER						X	X	X		
78	SUS	HRSG SUS T1						X		X		
79	SUS	HRSG SUS T2						X		X		
80	SUS	ST BOP SUS T1						X		X		
81	SUS	ST BOP SUS T2						X		X		
82	SUS	Gas Compressor SUS Transformer 1						X		X		
83	SUS	Gas Compressor SUS Transformer 2						X		X		
	SWITCHYARD											
84	SWITCHYARD	HIGH YARD / SWITCH YARD EQUIPMENT						X				

SVP Cogen

PdM Technology Application List

LOCATION	SHORT DESCRIPTION	VIBR- mnthly Critical/ non- spared	VIBR-bi- monthly spared/ non-critical	VIBR-as Available	Emax Annual	MCE Annual	IR Annual	XFMR Quarterly	XFMR Annual	LOA Qrtly	LOA Semi Annual
Unit 1											
1	CG1 Cooler	COMBUSTION GENERATOR COOLER 1		X		X	X				
2	U1 RdGr Gen	UNIT 1 REDUCTION GEARBOX GENERATOR	X				X			X	
3	CG1 Vent Fan	COMBUSTION GENERATOR VENTILATION FAN 1		X		X	X				
Unit 2											
4	CG2 Cooler	COMBUSTION GENERATOR COOLER 2		X		X	X				
5	U2 RdGr Gen	UNIT 2 REDUCTION GEARBOX GENERATOR	X				X			X	
6	CG2 Vent Fan	COMBUSTION GENERATOR VENTILATION FAN 2		X		X	X				
BOP											
7	BOP BFP 4A	BALANCE OF PLANT BOILER FEED WATER PUMP 4A	X			X	X				
8	BOP BFP 4B	BALANCE OF PLANT BOILER FEED WATER PUMP 4B	X			X	X				
9	BOP BFP 4C	BALANCE OF PLANT BOILER FEED WATER PUMP 4C	X			X	X				
10	BOP DA Recirc P5	BALANCE OF PLANT DA RECIRCULATION PUMP P5	X			X	X				
11	BOP WI P6A	BALANCE OF PLANT WATER INJECTION P6A		X		X	X				
12	BOP WI P6B	BALANCE OF PLANT WATER INJECTION P6B		X		X	X				
13	BOP CND Pmp P2A	BALANCE OF PLANT CONDENSATION PUMP P2A		X		X	X				
14	BOP CND Pmp P2B	BALANCE OF PLANT CONDENSATION PUMP P2B		X		X	X				
15	BOP Gas Cmp 1	BALANCE OF PLANT GAS COMPRESSOR 1		X		X	X				
16	BOP Cooler 1	BALANCE OF PLANT COOLER 1		X		X	X				
17	BOP Gas Cmp 2	BALANCE OF PLANT GAS COMPRESSOR 2		X		X	X				
18	BOP Cooler 2	BALANCE OF PLANT COOLER 2		X		X	X				
19	BOP RO Pmp	BALANCE OF PLANT RO PUMP	X			X	X				
20	BOP SullAir Cmp 1100	BALANCE OF PLANT SullAir COMPRESSOR	X			X	X				
21	BOP SullAir Cmp 11	BALANCE OF PLANT SullAir COMPRESSOR	X			X	X				
XFMR											
22	SST1	STATION SERVICE SUBSTATION TRANSFORMER					X	X	X		
SWITCHYARD											
23	SWITCHYARD	HIGH YARD / SWITCH YARD EQUIPMENT					X				

SVP Gianera

PdM Technology Application List

LOCATION	SHORT DESCRIPTION	VIBR- Annually Critical/ non- spared	VIBR-bi- monthly spared/ non-critical	VIBR-as Available	Emax Annual	MCE Annual	IR Annual	XFMR Quarterly	XFMR Annual	LOA Qrtly	LOA Semi Annual
Unit 1											
1	U1 GT Gen	UNIT 1 REDUCTION GEARBOX GENERATOR	X				X				X
2	U1 88HQ	HYDRAULIC LUBE OIL PUMP 1		X		X	X				
3	U1 52CR1	CRANKING MOTOR 1		X		X	X				
4	U1 WIN1	WATER INJECTION 1	X			X	X				
5	U1 88QA	AUXILIARY LUBE OIL PUMP 1		X		X	X				
6	U1 88VME	DEMISTER FAN 1	X			X	X				
7	U1 88AB	ATOMIZER AIR BOOSTER 1	X			X	X				
8	U1 88TA	INLET AIR DIRT SEPARATOR 1	X			X	X				
9	U1 88AC	INLET AIR COOLER PUMP 1	X			X	X				
10	U1 88BT1	COOLING AIR FAN ACCESS TURBINE COMPARTMENT		X		X	X				
11	U1 88FD1	DISTILLATE FUEL FORWARDING PUMP 1		X		X	X				
12	U1 88FD2	DISTILLATE FUEL FORWARDING PUMP 2		X		X	X				
Unit 2											
13	U2 GT Gen	UNIT 2 REDUCTION GEARBOX GENERATOR	X				X				X
14	U2 88HQ	HYDRAULIC LUBE OIL PUMP 2		X		X	X				
15	U2 52CR2	CRANKING MOTOR 2		X		X	X				
16	U2 WIN2	WATER INJECTION 2	X			X	X				
17	U2 88QA	AUXILIARY LUBE OIL PUMP 2		X		X	X				
18	U2 88VME	DEMISTER FAN 2	X			X	X				
19	U2 AB	ATOMIZER AIR BOOSTER 2	X			X	X				
20	U2 88TA	INLET AIR DIRT SEPARATOR 2	X			X	X				
21	U2 88AC	INLET AIR COOLER PUMP 2	X			X	X				
22	BOP Cooler 2	BALANCE OF PLANT COOLER 2	X			X	X				
23	U2 88BT1	COOLING AIR FAN ACCESS TURBINE COMPARTMENT		X		X	X				
24	U2 88FD1	DISTILLATE FUEL FORWARDING PUMP 1		X		X	X				
25	U2 88FD2	DISTILLATE FUEL FORWARDING PUMP 2		X		X	X				
XFMR											
26	CTG GSU	CTG 1 STEP UP TRANSFORMER					X	X	X		
27	CTG GSU	CTG 2 STEP UP TRANSFORMER					X	X	X		
28	UAT 1	UNIT AUXILIARY TRANSFORMER					X	X	X		
29	SST1	STATION SERVICE SUBSTATION TRANSFORMER					X	X	X		
SWITCHYARD											
30	SWITCHYARD	HIGH YARD / SWITCH YARD EQUIPMENT					X				

SVP Hydroelectric Plant

PdM Technology Application List

	LOCATION	SHORT DESCRIPTION	VIBR-per schedule	Emax Annual	MCE Annual	IR Annual	UE Annual	LOA Per Schedule	XFMR Semi Annual	XFMR Annual	Corona
	Black Butte										
1	BB	Transformer T1				X			X	X	
2	BB	OCB at transformer (Single for 3 Phases)				X			X	X	
3	BB	OCB at end of Transmission (3 Phases)				X			X	X	
4	BB	Hydro Turbine Generator	X		X	X					
5	BB	All Switchgear				X					
6	BB	Highyard				X					
7	BB	Transmission Lines (~9.5 miles)				X					
8	BB	Wicket Gates Motor	X	X	X	X					
9	BB	Cooling Water Pump	X			X					
	Stoney Gorge										
1	SG	Transformer T1				X			X	X	
2	SG	OCB by Transformer (3 Phases)				X			X	X	
3	SG	Hydro Turbine Generator 1	X		X	X					
4	SG	Hydro Turbine Generator 2	X		X	X					
5	SG	All Switchgear				X					
6	SG	Highyard				X					
7	SG	Transmission Lines (~1 mile)				X					
	High Line										
1	HL	Transformer T1				X			X	X	
2	HL	Hydro Turbine Generator 1			X	X					
3	HL	All Switchgear				X					
4	HL	Highyard				X					

**AMENDMENT NO. 1 TO THE AGREEMENT FOR
PERFORMANCE OF SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
RELIABILITY OPTIMIZATION, INC.**

EXHIBIT B - AMENDED JANUARY 15, 2021

FEE SCHEDULE AND PAYMENT PROVISIONS

Contractor shall provide services at the rates and fees set forth in this Exhibit B

1 RATES

1.1 Contractor's rates are as follows. Rates include all services indicated in Appendix A associated with each site listed below:

1.1.1 DVR (Gas Fired Power Plant) – \$96,216 annually, billed at \$8,018 per month

1.1.1.1 Vibration analysis annual cost - \$43,850

1.1.1.2 Infrared analysis annual cost - \$6,560

1.1.1.3 On-line motor analysis annual cost - \$7,310

1.1.1.4 Off-line motor analysis annual cost - \$8,917

1.1.1.5 Lubrication oil analysis annual cost - \$19,227

1.1.1.6 Transformer oil analysis annual cost - \$10,352

1.1.2 Cogen (Gas Fired Power Plant) – \$41,808 annually, billed at \$3,484 per month

1.1.2.1 Vibration analysis annual cost - \$25,590

1.1.2.2 Infrared analysis annual cost - \$2,133

1.1.2.3 On-line motor analysis annual cost - \$2,133

1.1.2.4 Off-line motor analysis cost - \$2,937

1.1.2.5 Lubrication oil analysis cost - \$7,186

1.1.2.6 Transformer oil analysis cost - \$1,829

- 1.1.3 Gianera (Gas Fired Power Plant) – \$20,072 annually, billed at \$5,018 quarterly
 - 1.1.3.1 Vibration analysis annual cost - \$2,132
 - 1.1.3.2 Infrared analysis annual cost - \$2,132
 - 1.1.3.3 Off-line motor analysis cost - \$2,937
 - 1.1.3.4 Lubrication oil analysis cost - \$4,703
 - 1.1.3.5 Transformer oil analysis cost - \$8,168
- 1.1.4 Black Butte (Hydroelectric Power Plant) – \$16,512 annually, billed at \$4,128 per site visit (4 visits annually)
 - 1.1.4.1 Vibration analysis annual cost - \$9,090
 - 1.1.4.2 Infrared analysis annual cost - \$1,535
 - 1.1.4.3 On-line motor analysis annual cost - \$768
 - 1.1.4.4 Off-line motor analysis annual cost - \$2,638
 - 1.1.4.5 Transformer oil analysis annual cost - \$2,481
- 1.1.5 Stony Gorge (Hydroelectric Power Plant) – \$14,289 annually, billed at \$4,763 per site visit (3 visits annually)
 - 1.1.5.1 Vibration analysis annual cost - \$5,668
 - 1.1.5.2 Infrared analysis annual cost - \$1,536
 - 1.1.5.3 Off-line motor analysis annual cost - \$3,815
 - 1.1.5.4 Transformer oil analysis annual cost - \$3,270
- 1.1.6 High Line (Hydroelectric Power Plant) – \$5,404 annually, billed at \$2,702 per site visit (2 visits annually)
 - 1.1.6.1 Infrared analysis cost - \$1,516
 - 1.1.6.2 Off-line motor analysis cost - \$2,281
 - 1.1.6.3 Transformer oil analysis annual cost - \$1,607
- 1.1.7 Rates for Hydroelectric Power costs are based on services being performed at all three sites during the same trips.

- 1.1.8 Costs are based on application of multiple technology services being performed at all sites and the separated costs are for information purposes only.
- 1.2 Additional Services:
 - 1.2.1 Additional Services shall be subject to rate sheet attached as Exhibit B-1 Amended January 15, 2021 and incorporated by this reference.
 - 1.2.2 The following definitions are applicable to hourly rates:
 - 1.2.2.1 Straight Time: Up to eight (8) hours on weekdays excluding holidays
 - 1.2.2.2 Overtime:
 - 1.2.2.2.1 First four (4) hours in excess of eight (8) hours on weekdays
 - 1.2.2.2.2 First four (4) hours worked on Saturday
 - 1.2.2.3 Double Time
 - 1.2.2.3.1 Hours worked on Sunday or Holiday (New Year's Day, President Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day
 - 1.2.2.3.2 Over twelve (12) hours worked on weekday
 - 1.2.2.3.3 Over four (4) hours worked on Saturday
 - 1.2.3 When Additional Services are requested greater than five (5) days in advance, the vendor shall provide a quote for the anticipated services. Such quote shall be approved in writing (e-mail acceptable) by Electric Program Manager, Electric Utility Division Manager, Assistant Director Electric Utility, Chief Electric Utility Operating Officer
 - 1.2.4 Emergency Services --those services scheduled less than five (5) days in advance -- shall be quoted where possible and invoiced in a manner that permits the City to assure that services were provided at the rates authorized in this Agreement. The following staff are authorized to approve quotes and emergency work on this Purchase Order: Assistant Director Electric Utility, Chief Electric Utility Operating Officer

- 1.3 The rates outline above shall include all overhead, management, profit, Contractor employee training, software, travel, administrative costs, and any other expenses related to nature of the scope of services.

2 REIMBURSABLE EXPENSES

2.1 Pass-Through Costs:

- 2.1.1 In some cases, Contractor may pass-through costs such as, but not limited to, subcontracted activities or materials.
- 2.1.2 Such Pass-Through Costs shall be included in the quote.
- 2.1.3 When these Pass-Through Costs occur, Contractor will invoice City for these costs and may include a markup of up to five percent (5%).
- 2.1.4 Contractor shall provide supporting documentation such as invoices or receipts for all Pass-Through costs.
- 2.1.5 Except in the case of emergency, Contractor will notify the City in advance when these costs are anticipated.

- 2.2 Expenses shall be reimbursable only to the extent that the Contractor submits sufficient documentation to the City that the expenses were directly incurred in providing the requested services and that such costs are not already included in the fee or hourly rate.

3 PAYMENT PROVISIONS:

- 3.1 Monthly Invoices. On a monthly basis, Contractor shall prepare an invoice which includes an itemization of all time spent and activities performed.
- 3.2 Contractor shall maintain documentation of such time and costs for City inspection for a period of three (3) years from the date of termination of this Agreement.
- 3.3 Within thirty (30) days of receipt of an approved itemized written invoice from Contractor including submittal of certified payroll, City shall pay Contractor the amount billed for Services performed and authorized costs incurred under the Call during that billing period.

4 NOT TO EXCEED MAXIMUM AMOUNT:

In no event shall the amount billed to City by Contractor for services under this Agreement exceed eight hundred ten thousand six hundred eighty six dollars (\$810,686) during the Agreement term, subject to budget appropriations.

2020 Prevailing Wage Pricing Effective 1/15/2021



RO *Vibration Analysis*

- Standard Rate – per hour \$ 187.50
- Overtime - per hour \$ 281.25
- Double Time – per hour \$ 375
- Travel Time – per hour \$ 187.50
- Expenses Cost + 5%

RO *On-line Multi-channel Vibration Analysis*

- Standard Rate – per hour \$ 187.50
- Overtime - per hour \$ 281.25
- Double Time – per hour \$ 375
- Travel Time - per hour \$ 187.50
- Daily Multi-channel Equip (on site for extended time) \$ 185
- Daily Multi-channel Acc. (on site for extended time) \$ 65
- Expenses Cost + 5%

RO *On-line & Off-line Motor Analysis*

- Standard Rate – per hour \$ 187.50
- Overtime - per hour \$ 281.25
- Double Time – per hour \$ 375
- Travel Time – per hour \$ 187.50
- Expenses Cost + 5%

RO *Infrared Thermographic Analysis*

- Standard Rate – per hour \$ 187.50
- Overtime - per hour \$ 281.25
- Double Time – per hour \$ 375
- Travel Time – per hour \$ 187.50
- Expenses Cost + 5%

RO *Airborne Ultrasonic Analysis*

➤ Standard Rate – per hour	\$ 187.50
➤ Overtime - per hour	\$ 281.25
➤ Double Time – per hour	\$ 375
➤ Travel Time – per hour	\$ 187.50
➤ Expenses	Cost + 5%

RO *Transformer/Lubrication Oil Analysis*

➤ Standard Rate – per hour	\$ 187.50
➤ Overtime - per hour	\$ 281.25
➤ Double Time – per hour	\$ 375
➤ Travel Time – per hour	\$ 187.50
➤ Expenses	Cost + 5%

RO *Training/Reliability Programs/Consulting Services*

➤ Standard Rate – per hour	\$ 187.50
➤ Overtime - per hour	\$ 281.25
➤ Double Time – per hour	\$ 375
➤ Travel Time – per hour	\$ 187.50
➤ Expenses	Cost + 5%

**AMENDMENT NO. 1 TO THE AGREEMENT FOR
PERFORMANCE OF SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
RELIABILITY OPTIMIZATION, INC.**

EXHIBIT F

LABOR COMPLIANCE ADDENDUM

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

A. PREVAILING WAGE REQUIREMENTS

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.
2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.
3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov.
4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.

5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by the City or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142. Such payment shall be entered into the City's LCP Tracker system.
6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll records and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.
7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.
9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those who fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.
10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.

11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

B. AUDIT RIGHTS

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

C. ENFORCEMENT

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.
2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.
3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.
4. City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violation identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.

BLUE ROUTE SHEET - CITY COUNCIL APPROVAL NOT REQUIRED

From/Department Originating: ELECTRIC Date Submitted: 1/19/18 Return To: Melisa Revino(S. Laughlin)
Dept. Contract Extension Code: GEN Chris Karwick

(1) Indicate signature authority:

- ☒ City Manager Signature Authority per Ordinance 1941 (CC Action – June 16, 2015)
[Electric, Water and Sewer Service Agreements with a Value of \$150,000 or Less]
- ☐ City Manager Signature Authority per Ordinance 1941 (CC Action – June 16, 2015)
[All Other Service Agreements with a Value of \$100,000 or Less]
- ☐ City Manager Signature Authority per Resolution 6603 (CC Action - July 13, 1999)
[Miscellaneous Agreements including Confidentiality Agreements]
- ☐ City Manager Signature Authority per Resolution 5600 (CC Action – May 28, 1991)
[Miscellaneous Agreements]
- ☐ Chief of Police Signature Authority per Resolution 6000 (CC Action - April 4, 1995)
[Miscellaneous Police Agreements]
- ☐ Other: _____

(2) Document: Koffler Electrical Mechanical Apparatus Repair, Inc. – Agreement for the Performance of Services

[NAME OF DOCUMENT AND CONTRACTOR/OTHER PARTY]

(3) Insurance is in compliance per **attached** EBIX printout [NOTE: IF INSURANCE IS NOT IN COMPLIANCE, AGREEMENT WILL BE RETURNED AND NOT ROUTED FOR CITY SIGNATURES]

(4) Department head originating agreement: _____

[SIGNATURE]

(5) FINANCE DEPARTMENT ☐ Not Applicable

Certified as to availability of funds: _____

[SIGNATURE]

Account Number to be charged: 091-1377-87600 OK DL

a) Original Contract Amount/Change Order Contingency (*include prior amendment(s), if applicable*):
\$ 144,408.09 [NOT TO EXCEED CONTRACT DOLLAR AMOUNT]

b) All Previous Change Order Amounts (if applicable):
\$ _____

c) Current Amendment/Change Order Amount (if applicable):
\$ _____ [NOT TO EXCEED CONTRACT DOLLAR AMOUNT]

d) Total: \$ 144,408.09 [(a), (b), and (c) for Agreements, or (b) and (c) for Change Orders]

NOTE: AGREEMENTS OVER \$100K/CHANGE ORDERS OVER THE CONTINGENCY REQUIRE COUNCIL APPROVAL

(6) CITY ATTORNEY'S OFFICE

Approved as to form: _____

[CITY ATTORNEY/AUTHORITY COUNSEL]

Date: 1/23/18

City Attorney's Office Assignment Number: 18.0139

(7) CITY CLERK'S OFFICE

Attached: 2 original(s) 1 copy(ies)

☒ Transmit the attached original / ~~copy~~ to contractor

☒ Fully executed original on file in City Clerk's Office

Date Processed by Clerk's Office: 02/14/18 DL

CITY MANAGER REQUIRED INFORMATION

(1)

Scope of Services: [BRIEFLY SUMMARIZE THE SCOPE OF WORK/PURPOSE OF DOCUMENT]

Services to be provided are to repair, maintain and overhaul on misc. motors, fans, pumps and other electrical equipment at the City's Generation facilities.

(2)

Term of Agreement: Three years

[START DATE AND END DATE OF THE AGREEMENT/DOCUMENT]

(3)

VENDOR SELECTION PROCESS: Check the box that describes how you selected the vendor:

Note: The Informal Selection Process Requires that at least three Contractors/Vendors are solicited for a quotation by any means available. The Formal Selection Process requires that at least three written competitive proposals are obtained. Award decisions for service contracts exceeding \$50,000 that are not awarded to the lowest bidder shall be maintained as part of the record of transaction (completion plus 5 years). Records of solicitation must be maintained as part of the record of transaction (2 years).

Informal Selection Process

- ☐ Selection Process for Agreements with a value of \$50,000 or less
- ☒ Selection Process for Electric, Water or Sewer Utility Agreements with a value of \$150,000 or less

Formal Selection Process:

- ☐ Selection Process for Agreements with a value over \$50,000 for City Departments excluding Electric, Water or Sewer Utilities
- ☐ OTHER:

(4)

HISTORY:

Has the department retained the same contractor for similar services in last 5 years?

- ☒ YES [If yes, complete following] ☐ NO [If no, no further information required]

Term of Agreement: 09/11/12 – 09/11/15

[START DATE AND END DATE OF THE AGREEMENT/DOCUMENT]

Contract Amount: \$ 200,000.00

CMO USE ONLY
RECEIVED
JAN 23 2018

Office of the City Manager
City of Santa Clara

DIB#229595

EBIX Insurance No. S200000423

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
KOFFLER ELECTRICAL MECHANICAL APPARATUS REPAIR, INC.**

PREAMBLE

This agreement for the performance of services ("Agreement") is by and Koffler Electrical Mechanical Apparatus Repair, Inc., a California corporation, with its principal place of business located at 527 Whitney Street, San Leandro, California 94577 ("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:

Koffler Electrical Mechanical Apparatus Repair, Inc.
527 Whitney Street
San Leandro, CA 94577
or by facsimile at (510) 567-0636

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.

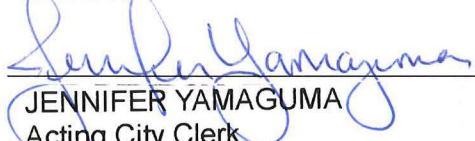
CITY OF SANTA CLARA, CALIFORNIA

a chartered California municipal corporation

APPROVED AS TO FORM:


BRIAN DOYLE
City Attorney

ATTEST:


JENNIFER YAMAGUMA
Acting City Clerk

Dated: 02/13/2018


DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

KOFFLER ELECTRICAL MECHANICAL APPARATUS REPAIR, INC.

a California corporation

Date: Nov. 29-2017

By: 

CHARLES KOFFLER

Title: CEO/Technical

Address: 527 Whitney Street
San Leandro, CA 94577

Telephone: (510) 567-0630

Fax: (510) 567-0636

"CONTRACTOR"

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
KOFFLER ELECTRICAL MECHANICAL APPARATUS REPAIR, INC.**

EXHIBIT A

SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are to provide repair, maintenance and overhaul for misc. motors, fans, pumps and other electrical equipment for the City's Generation facilities.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
KOFFLER ELECTRICAL MECHANICAL APPARATUS REPAIR, INC.**

EXHIBIT B

FEE SCHEDULE

In no event shall the amount billed to City by Contractor for services under this Agreement exceed one hundred forty-four thousand four hundred eight dollars and nine cents (\$144,408.09), subject to budget appropriations.

Labor Per Technician/Day

SHOP Service

	<u>Rate</u>	
Straight Time Labor	<u>135.00</u>	\$/hr
Overtime Labor	<u>189.00</u>	\$/hr
Doubletime Labor	<u>243.00</u>	\$/hr

Labor Per Technician/Day

FIELD Service

	<u>Rate</u>	
Straight Time Labor	<u>177.00</u>	\$/hr
Overtime Labor	<u>248.00</u>	\$/hr
Doubletime Labor	<u>318.00</u>	\$/hr
Materials	cost + 10%	
Travel and Subsistence	<u>1500.00</u>	\$/day

Total Pricing Per Technican Per Day SHOP Service	\$1,080.00
Annual Estimated Rate \$1,080.00 per day for estimated 15 days	\$16,200.00
 Total Pricing Per Technican Per Day FIELD Service	 \$2,916.00
Annual Estimated Rate \$2,916.00 per day for estimated 10 days	\$29,160.00

Years 2-3 will have no more than a 6% escalator added on the anniversary of the Effective Date.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
KOFFLER ELECTRICAL MECHANICAL APPARATUS REPAIR, INC.**

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
KOFFLER ELECTRICAL MECHANICAL APPARATUS REPAIR, INC.**

EXHIBIT D

**ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN
AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA**

Termination of Agreement for Certain Acts.

- A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:
1. If a Contractor¹ does any of the following:
 - a. Is convicted² of operating a business in violation of any Federal, State or local law or regulation;
 - b. Is convicted of a crime punishable as a felony involving dishonesty³;
 - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;
 - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; and/or,
 - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

¹ For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

² For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

³ As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Contractor can be imputed to the Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.
- B. The City may also terminate this Agreement in the event any one or more of the following occurs:
1. The City determines that Contractor no longer has the financial capability⁴ or business experience⁵ to perform the terms of, or operate under, this Agreement; or,
 2. If City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to provide and maintain bonds and/or insurance policies required under this Agreement.
- C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the City's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. The Contractor will have the burden of proof on the appeal. The Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

⁴ Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

⁵ Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
KOFFLER ELECTRICAL MECHANICAL APPARATUS REPAIR, INC.**

EXHIBIT E

AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS

I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Exhibit D. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of "Contractor" contained in Ethical Standards at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said "Contractor" category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

**KOFFLER ELECTRICAL MECHANICAL APPARATUS
REPAIR, INC.**

a California corporation

By: 
Signature of Authorized Person or Representative

Name: CHARLES KOFFLER

Title: CEO/Technical

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
KOFFLER ELECTRICAL MECHANICAL APPARATUS REPAIR, INC.**

EXHIBIT F

MILESTONE SCHEDULE

(Not Applicable)

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Alameda }

On November 29, 2017 before me, David E. Halverson, notary public,
(Here insert name and title of the officer)

personally appeared Charles A. Koffler,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

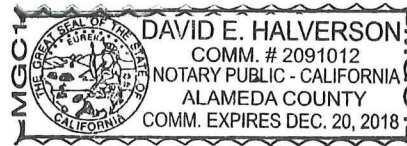
I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

affidavit of compliance with ethical standards

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 1 Document Date 11/29/17

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

**AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
KOFFLER ELECTRICAL MECHANICAL APPARATUS REPAIR, INC.**

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Koffler Electrical Mechanical Apparatus Repair, Inc. a California corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for the Performance of Services by and Between the City of Santa Clara, California, and Koffler Electrical Mechanical Apparatus Repair, Inc., dated February 13, 2018 (Agreement); and
- B. The Parties entered into the Agreement for the purpose of having Contractor provide services to repair, maintain and overhaul miscellaneous motors, fans, pumps and other electrical equipment at the City's Generation Facilities, and the Parties now wish to amend the Agreement extend the term and increase the total compensation.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. Section 6 of the Agreement, entitled "Term of Agreement" is amended to read as follows:

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on December 31, 2022.
- 2. Exhibit B to Agreement entitled "Fee Schedule" is hereby deleted and replaced with Exhibit B – Compensation and Fee Schedule – Amended January 15, 2021.

3. Exhibit F of the Agreement, entitled "Milestone Schedule", is hereby deleted and replaced with Exhibit F – Labor Compliance Addendum attached and incorporated into this Agreement.
4. 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
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

KOFFLER ELECTRICAL MECHANICAL APPARATUS REPAIR, INC.
a California corporation

Dated: 1/05/2021
By (Signature): Charles A. Koffler
Name: CHARLES KOFFLER
Title: CEO/Technical
Principal Place of Business Address: 527 Whitney Street
San Leandro, CA 94577
Email Address: _____
Telephone: (510) 567-0630
Fax: (510) 567-0636
"CONTRACTOR"

**AMENDMENT NO. 1 TO
AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND KOFFLER ELECTRICAL MECHANICAL APPARATUS REPAIR, INC.**

**EXHIBIT B
COMPENSATION AND FEE SCHEDULE
AMENDED JANUARY 15, 2021**

1. Compensation: The amount billed to City by Contractor for services under this Agreement as Amended will not exceed three hundred fifty thousand dollars (\$350,000).
2. Services shall be provided according to the rates below:
 - 2.1. Definitions:
 - 2.1.1. Straight Time: Up to eight (8) hours on weekdays excluding holidays
 - 2.1.2. Overtime:
 - 2.1.2.1. First four (4) Hours in excess of eight hours on weekdays or
 - 2.1.2.2. First four (4) hours worked on Saturday
 - 2.1.3. Double Time
 - 2.1.3.1. Hours worked on Sunday or Holiday (New Year's Day, President Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day)
 - 2.1.3.2. Over twelve (12) hours worked on weekday
 - 2.1.3.3. Over four (4) hours worked on Saturday
 - 2.2. Work at Contractor's shop
 - 2.2.1. Straight Time Labor \$153 per hour
 - 2.2.2. Overtime Labor \$209 per hour
 - 2.2.3. Double Time Labor \$265 per hour
 - 2.3. Field Service
 - 2.3.1. Straight Time Labor \$234 per hour
 - 2.3.2. Overtime Labor \$307 per hour
 - 2.3.3. Double Time Labor \$380 per hour
 - 2.4. Pick-up and delivery shall be included at no cost except as follows:
 - 2.4.1. Monday through Friday after 4:30 pm through 8:00 am.
 - 2.4.2. During hours defined as overtime or double-time in this Agreement

- 2.4.3. Where a tractor-trailer is required, the rate from from San Leandro to Santa Clara is
 - 2.4.3.1. \$1,200 for round trip during Straight Time hours
 - 2.4.3.2. \$2,400 for round trip during hours not defined as Straight Time.
- 2.4.4. Where crane services are required. Crane services may be provided at the following rates:
 - 2.4.4.1. \$1,150 minimum – includes crane and operator for first four hours
 - 2.4.4.2. \$235 per hour for additional hours
- 2.5. Labor rates shall be effective throughout the term of this Agreement.
- 3. Authorization of work:
 - 3.1. When services are requested greater than five (5) days in advance, Contractor shall provide a quote for the anticipated services. Such quote shall be approved in writing (e-mail acceptable) by one of the following: Electric Program Manager, Electric Utility Division Manager, Assistant Director Electric Utility, Chief Electric Utility Operating Officer
 - 3.2. Emergency Services --those services scheduled less than five (5) days in advance -- shall be quoted where possible and invoiced in a matter that permits the City to assure that services were provided at the rates authorized in this Purchase Order.
 - 3.3. Contractor is responsible for notifying City in a timely manner when the quoted cost may change such as due to new findings, changes in process, or changes in regulations. Contractor shall provide reason for the change.
- 4. Reimbursable Expenses
 - 4.1. Pass-Through Costs:
 - 4.1.1. In some cases, Contractor may pass-through costs such as, but not limited to, subcontracted activities or materials.
 - 4.1.2. Such Pass-Through Costs shall be included in the quote.
 - 4.1.3. When these Pass-Through Costs occur, Contractor will invoice City for these costs and may include a markup of up to ten percent (10%).
 - 4.1.4. Contractor shall provide supporting documentation such as invoices or receipts for all Pass-Through costs.
 - 4.1.5. Except in the case of emergency, Contractor will notify the City in advance when these costs are anticipated.
 - 4.2. Reimbursement of expenses is subject to the following conditions.
 - 4.2.1. Expenses shall be reimbursable only to the extent that the Contractor submits sufficient documentation to the City that the expenses were directly incurred in providing the requested services and that such costs are not already included in the fee or hourly rate.

4.2.2. Travel-related expenses (mileage, lodging, meals, etc.).

- 4.2.2.1. Unless approved in writing (e-mail acceptable) in advance, meals, lodging, and related Per Diem shall not exceed the rates outlined by United States General Services Administration (GSA).

<https://www.gsa.gov/travel-resources>

- 4.2.2.2. The City shall not reimburse local travel (within Santa Clara County).

**AMENDMENT NO. 1 TO
AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND KOFFLER ELECTRICAL MECHANICAL APPARATUS REPAIR, INC.**

EXHIBIT F

LABOR COMPLIANCE ADDENDUM

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

A. PREVAILING WAGE REQUIREMENTS

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.
2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.
3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov.
4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.
5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for

payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by the City or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll records and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.
7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.
9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those who fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.
10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.
11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

B. AUDIT RIGHTS

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

C. ENFORCEMENT

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.
2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.
3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violation identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.



Agenda Report

21-1194

Agenda Date: 1/12/2021

REPORT TO COUNCIL

SUBJECT

Action on Amendment No. 1 to the Management Agreement between City of Santa Clara and The Santa Clara Swim Club, Inc. for Mary Gomez Pool to address COVID-19 Impacts to Programs & Revenue

COUNCIL PILLAR

Enhance Community Sports, Recreational and Arts Assets.

BACKGROUND

The Parks & Recreation Department operates and maintains eleven pools at five sites throughout the City. Seasonal pools, such as the Mary Gomez Pool located at 651 Buchser Drive, have been open to the public only for an eight-week summer season. In February 2013, Council approved a five-year Agreement with The Santa Clara Swim Club ("SCSC") to open Mary Gomez Pool for year-round community aquatic programs and SCSC activities. The agreement helped to expand public swim hours and provided an 8% resident discount on SCSC learn-to-swim programs, while providing additional revenue to the City General Fund in the amount of \$32,000 per year and 25% of maintenance costs. In April 2018, the Council approved a new five-year Management Agreement (Attachment 1) that allows SCSC to operate the Mary Gomez Pool through 2023 with two five (5) year potential extensions. The agreement provides aquatics programs and requires payment in the amount of \$35,000 plus annual escalation based on the Consumer Price Index (CPI). On November 3, 2020, the City received a request for Management Fee Reduction from the SCSC for FY 2019/20 and FY 2020/21.

DISCUSSION

In March of 2020, the global coronavirus pandemic and State and County Health Orders shut down non-essential business activities including SCSC. As updated State and County Orders have allowed, some operations and activities have been able to resume under required health and safety Protocols, but not without significant disruptions in services, added cost to implement protocols, and lower participation rates and corresponding reductions in revenue.

Since March of 2020, the City has worked with the SCSC to assess and address the impacts of the pandemic on programs at Mary Gomez Pool, implement required health and safety Protocols, and to restore services to the extent permitted. However, the Mary Gomez Pool was closed for the last 109 days of the FY2019/2020 (approximately 30%) and since July 1, 2020, Mary Gomez Pool was closed for the first 96 days, or a reduction of 26% for the current fiscal year. The SCSC has implemented cost cutting measures including reductions in staff.

In November 2020, SCSC requested a reduction of \$10,976 (from \$36,587 to \$25,611) to its required maintenance fee for FY2019/20 and a reduction of \$9,845 (from \$37,867 to \$28,022) for FY2020/21.

Should the SCSC be able to continue operations without further COVID-19 shutdowns, payment will be made by June 30, 2021.

The City has provided various support programs to local businesses, non-profits and workers. Adjusting/reducing the management fee for SCSC in the total amount of \$20,821 on a one-time basis to address the pandemic and unprecedented fire/air quality issues this year would help the SCSC meet its obligations. Fees would resume at the pre-COVID19 impact amount in FY2021/22. The recommended fee adjustment is recorded in Amendment No. 1 (Attachment 2).

If approved, the Amendment will reduce the City's General Fund and Parks & Recreation Department's anticipated revenues by approximately \$21,000, which will be absorbed through cost reductions in the Department, such as not filling a position vacancy until the salary savings have been achieved which will result in a minimal, short term Recreation service reduction.

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 commitment to a specific project which may result in potential significant impact on the environment.

FISCAL IMPACT

Amendment No. 1 will reduce General Fund revenues from SCSC by \$20,821 over a two-year period, including \$10,976 for FY2019/20 (from \$36,587 to \$25,611) and \$9,845 for FY2020/21 (from \$37,867 to \$28,022) to account for the COVID-19 closures. The annual payments are typically received within 30 days of the close of each fiscal year, but given the current circumstances, payments for both years are expected to be received by the end of FY 2020/21 assuming no additional COVID-19 closures. Adjustments to the revenue estimates may be brought forward later in the fiscal year based on actual receipts and overall General Fund performance.

For FY2021/22 and FY 2022/23, the management fee is proposed to be set at the FY 2019/20 pre-COVID-19 level of \$36,587 in both years rather than adjusted by the CPI each year.

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

Authorize the City Manager to execute Amendment No. 1 to the Management Agreement between the City of Santa Clara and Santa Clara Swim Club for the operation of Mary Gomez Pool and delegate authority to make minor modifications to the Agreement as needed.

Reviewed by: James Teixeira, Director of Parks & Recreation
Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Management Agreement for Mary Gomez Pool
2. Amendment No. 1

**MANAGEMENT AGREEMENT
BETWEEN THE CITY OF SANTA CLARA
AND THE SANTA CLARA SWIM CLUB**

PREAMBLE

This agreement ("Agreement") is entered into by and between the City of Santa Clara, California, a chartered California municipal corporation, with its principal place of business located at 1500 Warburton Avenue, Santa Clara, CA 95050 ("City"), and The Santa Clara Swim Club, a California domestic nonprofit corporation with its principal place of business located at 2625 Patricia Drive, Santa Clara, CA 95051, ("Swim Club"). City and Swim Club may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

WHEREAS, IT IS AGREED:

BACKGROUND:

- A. City owns real estate located at 651 Bucher Avenue in the City of Santa Clara, commonly known as "Mary Gomez Pool" (the "Property");
- B. Swim Club has operated the Property for five (5) years, and provides the following programs: Recreational Swim, Lap Swim, Learn to Swim, and Santa Clara Swim Club training practices for the benefit of the City and neighboring communities;
- C. Swim Club desires to continue to operate the Property for the purpose of continuing to provide the aforementioned programs and other swimming related recreational activities for residents of the City;
- D. City desires that Swim Club continue to provide the management, operation, and other services that are necessary for the operation of the Property in a professional manner.

AGREEMENT PROVISIONS

1. DESCRIPTION OF PROPERTY

In order to provide swimming related recreational activities to Santa Clara residents at Mary Gomez Pool, and in consideration of the faithful performance by Swim Club of the terms and conditions of this Agreement, City hereby agrees grants to Swim Club the right to manage and operate Mary Gomez Pool, located at 651 Bucher Avenue in Santa Clara, CA (the "Property").

2. INTENT

- A. This Agreement supersedes all prior Agreements, if any, between the Parties and their predecessors in interest regarding the use of the Property.
- B. The City Manager serves as Contract Administrator for this Agreement on behalf of the City Council.

- C. This Agreement is for the non-exclusive use of the Property for the swimming related recreational activities that are more fully defined in Section 3.D. of this Agreement. Swim Club represents that they are qualified to operate the Property. The fulfillment of this Agreement is in the best interest of the City and the health, safety, and welfare of its residents and is in accordance with the public purpose provisions of applicable federal, state, and local laws and requirements. This Agreement does not convey any interest in real property possessory or otherwise.

3. **RESPONSIBILITIES OF CITY**

- A. Inspection of the Property. City Parks & Recreation Department staff shall inspect the Property on an annual and/or more frequent basis to assure Swim Club Use of the Property is in conformance with the terms of the agreement.
- B. Convene Annual Meeting. City shall meet with Swim Club Site Manager a minimum of once per year to review and discuss the Swim Club's prior year's programs and activities, maintenance and Property condition and the proposed programs and activities in the Property for the upcoming year. City shall review and approve plans to address any issues and adjustments to the program to respond to facility condition, community and patron concerns.
- C. Financial. Provide billing invoices for materials, supplies, and utilities used by the Swim Club, and annual statements of revenues received from the Swim Club for Use of the Property.
- D. Improvements. City shall review, subject to limitations, any proposed building plans and issue permits related to the necessary preventative maintenance, repair, or improvement of the Property.

4. **RESPONSIBILITIES OF SWIM CLUB**

- A. Management Fee. Swim Club shall pay to City an annual management fee as set forth in Exhibit B "Rent Schedule," attached hereto and incorporated by reference.
- B. Utilities. Swim Club agrees to pay the cost of all utilities furnished in connection with its use and management of the Property to the City. Utilities include electric usage, water usage, and pool chemicals. If City does pay for any utilities, Swim Club shall reimburse the City any payment the City made no later than the first business day of the calendar month following Swim Club's receipt from the City of a billing statement for said reimbursement. Any and all other utility services required by Swim Club shall be provided by Swim Club at its expense.
- C. Use of Property. Swim Club shall provide only the following at the Property: recreational swimming, lap swimming, aquatic recreational instruction, swim lessons, and swim training. A calendar of competitive events will be proposed and approved on an annual basis by the Swim Club to the City. Swim Club shall not use or permit the Property, or any part thereof, to be used in whole or in part for any purpose other than as set forth in this Agreement except with the prior written

consent of the City by resolution of the City, nor for any use in violation of any present or future laws, ordinances, rules or regulations at any time applicable thereto of any public or governmental entity, including the City of Santa Clara.

D. Recreational Activities. Swim Club shall provide the following benefits and programs in a manner as set forth herein:

1. Swim Club shall meet with City staff at a minimum of once a year in February for the purpose of informing City about its directors, staff, programs, services and facility operations.
2. City residents shall receive a 25% discount on any fees charged for recreational aquatic programs provided by Swim Club at the Property.
3. Swim Club shall provide a high quality Learn To Swim Program for the community. Ratios for swim classes shall not exceed a participant to teacher ratio of 4:1. Swim Club shall offer swim lessons a minimum of June through August and, based on program participant interest, from September through May.
4. Life Guard Supervision: Swim Club shall provide all necessary certified lifeguarding supervision during recreational swim, lap swim, swim lessons and all other of its activities, as well as exercising reasonable precautions for the safety of others participating in and attending events under sponsorship by Swim Club.
5. Keys: Swim Club shall be issued keys by City upon appropriate written request and documentation. City shall update records on key assignments on a quarterly basis with Swim Club. Keys maybe revoked at any time. Swim Club shall be responsible for all costs incurred to re-key facilities if keys are lost, stolen or if a person is found to have keys that were not issued to him/her by the City's Recreation Supervisor. A key deposit of \$500 will be paid to the City and maintained during the life of this Agreement.
6. Coach Certification: Swim Club shall maintain current U.S.A. Swimming and/or American Red Cross safety trained coaches on deck at all times when recreational users or competitors are present. Coaching staff must maintain and post, prominently displayed in lobby at the Property, a current valid copy of certification of Safety Training for coaches.
7. Instructional staff shall be trained in Santa Clara Swim Club's Learn To Swim Training Program including CPR/AED and First Aid. Site manager and lifeguards shall have current American Red Cross Lifeguard certification.
8. Swim Club's Recreational Swim program shall be offered to the general public a minimum of three (3) hours per day, Monday-Friday, and four (4) hours on Saturdays for no less than eight (8) weeks from June through August of each year.
9. The Adult Lap Swim program shall be provided year round for a minimum of ten (10) hours per week. This program will be reviewed by Swim Club

and City two (2) times a year to see if the needs of the community and Lessee are being met.

10. In the event the George F. Haines International Swim Center is closed due to competition or exhibition, Swim Club shall honor City recreation and lap swim passes at the Property, and allow for City Camps (up to 60 campers) per day to enter the Property at no charge.
11. Practice Schedules: Swim Club shall program the pool to accommodate swim team training practices. This program will be reviewed by Swim Club and City two (2) times a year to clarify use of the pool.
12. Swim Club shall maintain pool lane lines, pool covers, and other equipment necessary for the provision of recreational aquatic programs and swim training.
13. Swim Club shall maintain the office space and any other facility or equipment necessary for the operation of the Property.
14. Swim Club shall maintain the shared onsite parking in a clean and respectful manner, and work with neighbors and City to ensure impacts to the surrounding neighborhood from on-street parking, increased traffic, or noise are reasonably mitigated.
15. Swim Club shall at all times faithfully obey and comply with all federal, state, local laws, rules, and regulations applicable to Mary Gomez Pool.
16. Swim Club shall have all of its representatives, sub-contractor(s), employees and volunteers that teach classes or are placed in the supervision of youth, seniors and/or vulnerable populations pre-screened for suitability and have a LiveScan record on file with the City of Santa Clara prior to the start of class or supervision assignment. The Swim Club is required to supply an updated list of representatives, sub-contractors, employees and volunteers to the City each change in session of new classes, swim activities, or change in Swim Club personnel (staff, board, or volunteers) in order to monitor compliance.
17. The Swim Club will meet its obligations to provide health insurance coverage, if so required, to its employees pursuant to the Affordable Care Act and/or any other similar federal or state law, 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 and/or any other similar federal or state law.

- E. Improvements. City shall conduct a facility condition assessment of the Property and will provide Swim Club with an itemized list of necessary capital repairs and improvements to be completed at the Swim Club's own expense. Any such capital repairs and improvements constitute a "public work" as defined in California Labor Code section 1720 et seq and any agreements entered into pursuant to this section shall be subject to prevailing wage requirements. Prior to having any work done pursuant to this section, Swim Club shall coordinate with the City to ensure compliance with all applicable provisions of Labor Code sections 1720 through 1784 and California Code of Regulations title 8, section 16000 et seq.

- F. Replacement. Throughout the term of this Agreement, Swim Club shall ensure that all furniture, fixtures, equipment, materials, general pool and facility maintenance, and supplies incurred in replacement of such items shall be the sole responsibility of Swim Club. Any such replacement may constitute a “public work” as defined in California Labor Code section 1720 et seq and any agreements entered into pursuant to this section shall be subject to prevailing wage requirements. Prior to having any work done pursuant to this section, Swim Club shall coordinate with the City to ensure compliance with all applicable provisions of Labor Code sections 1720 through 1784 and California Code of Regulations title 8, section 16000 et seq.
- G. Safety and Security. Site Manager shall be the first person in the facility and the last person out of the facility. Upon entering the facility, Site Manager shall conduct a safety check and report any immediate and/or potential hazards to the City’s Recreation Supervisor. Safety checks shall include, but is not limited to, all gates, pool, pool deck, locker rooms, safety equipment, AED, training equipment, ladders, skimmer baskets, and taking and recording chemical & temperature readings.. Site Manager shall immediately contact City to report any safety issues. Site Manager entering facility shall also unlock AED cabinet. Upon leaving facility, Site Manager shall check all spaces, locker rooms, pools and office spaces and confirm everyone has exited the facility. Site Manager shall then be responsible for locking all doors and gates used during facility use. This includes locking the AED cabinet. Swim Club must supervise deck and pool at all times when gate is unlocked. Site manager entering and leaving facility shall lock gates when swimmers are not in the facility. Swim Club shall keep the appearance of the pool and pool building locker areas in a safe, clean and sanitary condition and reasonably free from rubbish and City reserves the right to inspect the pool and pool building at any time.
- H. Prohibitions and Limitations. Swim Club shall not:
1. Significantly disturb the surface of the Property
 2. Alter the property
 3. Offer any special events
 4. Make use of Property on Wednesday mornings from 6 am to 12 pm weekly, year round.
 5. Cause or contribute in any way to the contamination of all or any portion of the Property, by any substance, especially Hazardous Materials as that term is defined in Section 7 of this Agreement.

5. TERM OF THE AGREEMENT

Unless sooner revoked or extended by City in writing, City grants this Agreement for management and operation of the Property to Swim Club for a time period commencing on the Effective date of the Agreement and ending on March, 30, 2023. Upon prior written approval by the City Manager or designee, two five (5) year extensions of the

term of this Agreement may be granted after Swim Club submits a written request to City which justifies the extension.

6. DELINQUENCY CHARGE

Any payment of fees due pursuant to this Agreement that remains due and unpaid under the terms of this Agreement after it becomes due and payable shall be subject to a delinquency charge for violation of this Agreement and for damages, of a sum equal to one-tenth of one percent (0.1%) of such required payment amount per day for each day from the date such required payment amount became due and payable until payment of said required payment amount has been received by the City. Unpaid delinquency charges shall accrue retroactively from the first day of the month in which such required payment amounts were first due and payable and shall be compounded monthly. The City shall apply any monies received from Swim Club first to any accrued delinquency charges and then to any other rental or other sums then due hereunder. The delinquency charges provided by this Section 5 are in addition to all other remedies the City may have that are provided by this Agreement or otherwise by law to enforce payment of any rental or other sum that has become due and has not been paid.

7. RETURN PROPERTY TO EXISTING CONDITION

Immediately upon termination as set forth in Section 12 or expiration of the Agreement as set forth in Section 4, Swim Club shall restore Mary Gomez Pool to substantially the same condition as it existed prior to Swim Club's operation, as determined by City representatives. At that time, Swim Club shall remove any and all equipment or materials used in conducting the permitted activities. Swim Club expressly acknowledges its financial obligation to fulfill this condition promptly. Swim Club shall repair any damage caused to the existing underground electric ducts, storm sewer and water lines, manholes and/or appurtenances located on, above or under the surface of the Property.

8. HAZARDOUS MATERIALS ON THE PROPERTY

- A. Swim Club shall not use or store Hazardous Materials of any kind on or near the Property which could contaminate the Property, without prior written permission from City. In the event that any Hazardous Material is spilled or leaked or otherwise released on the Property or any area in the vicinity of the Property as a result of Swim Club's use of the Agreement pursuant to this Agreement, Swim Club shall promptly take all steps necessary to remove any contamination resulting from such activities. Swim Club accepts full responsibility for all activities and costs incurred related to cleaning up the Property from the effects of such spill or leak. Swim Club shall be responsible for meeting, and possess the means to satisfy, the requirements of all federal, state and local controlling agencies, such as the Bay Area Water Quality Management District and/or the Environmental Protection Agency, which may have jurisdiction over the region in

which the Property is located or over the substance being used by Swim Club on the Property.

- B. **Hazardous Materials Defined.** The term “Hazardous Material(s)” shall mean any toxic or hazardous substance, material or waste or any pollutant or contaminant or infectious or radioactive material, including but not limited to, those substances, materials or wastes regulated now or in the future under any of the following statutes or regulations and any and all of those substances included within the definitions of “hazardous substances,” “hazardous waste,” “hazardous chemical substance or mixture,” “imminently hazardous chemical substance or mixture,” “toxic substances,” “hazardous air pollutant,” “toxic pollutant” or “solid waste” in the (a) “CERCLA” or “Superfund” as amended by SARA, 42 U.S.C. Sec. 9601 et seq., (b) RCRA, 42 U.S.C. Sec. 6901 et seq., (c) CWA., 33 U.S.C. Sec. 1251 et seq., (d) CAA, 42 U.S.C. 78401 et seq., (e) TSCA, 15 U.S.C. Sec. 2601 et seq., (f) The Refuse Act of 1899, 33 U.S.C. Sec. 407, (g) OSHA, 29 U.S.C. 651 et seq. (h) Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1801 et seq., (i) USDOT Table (40 CFR Part 302 and amendments) or the EPA Table (40 CFR Part 302 and amendments), (j) California Superfund, Cal. Health & Safety Code Sec. 25300 et seq., (k) Cal. Hazardous Waste Control Act, Cal. Health & Safety Code Section 25100 et seq., (l) Porter-Cologne Act, Cal. Water Code Sec. 13000 et seq., (m) Hazardous Waste Disposal Land Use Law, Cal. Health & Safety Code Sec. 25220 et seq., (n) “Proposition 65,” Cal. Health and Safety Code Sec. 25249.5 et seq., (o) Hazardous Substances Underground Storage Tank Law, Cal. Health & Safety Code Sec. 25280 et seq., (p) California Hazardous Substance Act, Cal. Health & Safety Code Sec. 28740 et seq., (q) Air Resources Law, Cal. Health & Safety Code Sec. 39000 et seq., (r) Hazardous Materials Release Response Plans and Inventory, Cal. Health & Safety Code Secs. 25500-25541, (s) TCPA, Cal. Health and Safety Code Secs. 25208 et seq., and (t) regulations promulgated pursuant to said laws or any replacement thereof, or as similar terms are defined in the federal, state and local laws, statutes, regulations, orders or rules. Hazardous Materials shall also mean any and all other substances, materials and wastes which are, or in the future become regulated under applicable local, state or federal law for the protection of health or the environment, or which are classified as hazardous or toxic substances, materials or wastes, pollutants or contaminants, as defined, listed or regulated by any federal, state or local law, regulation or order or by common law decision, including, without limitation, (i) trichloroethylene, tetrachloroethylene, perchloroethylene and other chlorinated solvents, (ii) any petroleum products or fractions thereof, (iii) asbestos, (iv) polychlorinated biphenyls, (v) flammable explosives, (vi) urea formaldehyde, and (vii) radioactive materials and waste:
- C. **Hazardous Materials Indemnity.** Swim Club shall indemnify, defend (by counsel reasonably acceptable to City), protect and hold City harmless from and against any and all claims, liabilities, penalties, forfeitures, losses and/or expenses (including, without limitation, diminution in value of the Property, damages for

the loss or restriction on use of the rentable or usable space or of any amenity of the Property, damages arising from any adverse impact or marketing of the Property and sums paid in settlement of claims, response costs, cleanup costs, site assessment costs, attorneys' fees, consultant and expert fees, judgments, administrative rulings or orders, fines, costs of death of or injury to any person or damage to any property whatsoever (including, without limitation, groundwater, sewer systems and atmosphere), arising from, or caused or resulting, either prior to or during the Agreement Term, in whole or in part, directly or indirectly, by the presence or discharge in, on, under or about the Property by Swim Club, Swim Club's agents, employees, licensees or invitees or at Swim Club's direction of Hazardous Material, or by Swim Club's failure to comply with any Hazardous Materials Law, whether knowingly or by strict liability. Swim Club's indemnification obligations shall include, without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessary Hazardous Materials management plan, investigation, repairs, cleanup or detoxification or decontamination of the Property, and the presence and implementation of any closure, remedial action or other required plans, and shall survive the expiration of or early termination of the Agreement Term. For purposes of the indemnity provided herein, any acts or omissions of Swim Club, or its employees, agents, customers, sublessees, assignees, contractors or subcontractors of Swim Club (whether or not they are negligent, intentional, willful or unlawful) shall be strictly attributable to Swim Club.

- D. At the City's request, Swim Club shall provide a report within thirty (30) days following the expiration or termination of this Agreement indicating that Swim Club's activities on the Property have not resulted in any spill, leakage or release of any Hazardous Materials on the Property or any area in the vicinity of the Property. Such report shall be provided at Swim Club's cost and be performed by an environmental consultant approved by City.

9. AUDIT OF RECORDS AND INCIDENT REPORTING

- A. Swim Club shall maintain records during the term of this Agreement and preserve the same for a period of three (3) years after any termination of Agreement. The records shall include attendance records of Swim Club members at City facilities for other than individual recreational swim privileges enjoyed by the general public, with the names of the members, dates and place of attendance.
- B. Swim Club shall provide City with a complete, board approved, auditable financial report of all revenues and expenditures on an annual basis in February of each year for the prior fiscal year. Swim Club shall submit at the annual meeting a current list of its Board of Directors, its Articles of incorporation, Club Bylaws, Federal Determination Letter, City business license, inventory of items that Swim Club stores at the Property, including but not limited to computers, telephones, pool training equipment, and dry land training equipment. Swim Club will make

these records available for inspection by authorized representatives of the City.

- C. In the event of an accident or incident involving damage or harm to person(s) or property, Swim Club shall immediately report all such accident(s) and/or incident(s) occurring during any and all pool use to City's Director of Parks & Recreation and program designee (Recreation Supervisor) in writing.

10. HOLD HARMLESS/INDEMNIFICATION.

- A. Indemnification. To the extent permitted by law, Swim Club agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, agents, volunteers, and employees from and against any claim, injury, liability, loss, cost, and/or expense or damage, however same may be caused, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom for which City shall become legally liable arising from Swim Club's negligent, reckless, or wrongful acts, errors, or omissions with respect to or in any way connected with this Agreement. Swim Club shall give City immediate notice of any claim or liability hereby indemnified against.
- B. Waiver of Claims. Swim Club waives any claims against City for injury to Swim Club's business or any loss of income therefrom, for damage to Swim Club's property, or for injury or death of any person in or about Mary Gomez Pool or any other City Property, from any cause whatsoever, except to the extent caused by City's active negligence or willful misconduct.

11. CITY'S RIGHTS

City reserves the right to use the Property in any manner, provided such use does not unreasonably interfere with the rights granted to Swim Club in this Agreement.

12. ASSIGNMENT - EXCLUSIVE TO SWIM CLUB

The rights granted in this Agreement are personal and limited solely to Swim Club and its employees for the stated purpose set forth in this Agreement. Swim Club agrees not to commit waste or to construct, allow or maintain any use, construction or operate any equipment which constitutes a nuisance on the Property or which may in any way interfere with the use, enjoyment or possession of the Property by City, or the City's lessee(s) or licensee(s) on the Property, if any. The Property shall not be used by any person or entity, including Swim Club or its employees, for any purpose other than stated in this Agreement. Neither this Agreement, nor the rights granted to Swim Club within it, shall be assignable or otherwise transferable without the prior written consent of City. Unless specifically stated to the contrary in any written consent to an assignment, no assignment or other transfer will release or discharge the Swim Club from any duty, responsibility or liability under this Agreement.

13. TERMINATING THE AGREEMENT

A. City's Right to Terminate.

The City may declare this Agreement terminated in its entirety in the manner provided in Section 12.C and may exercise all rights of entry and re-entry with or without process of law, into the Property upon the occurrence of any one or more of the following events:

1. If the Management Fee or other money payments which Swim Club agrees to pay, or any part thereof, are unpaid after the date specified for such payments as set forth in Exhibit B;
2. If Swim Club has failed in the performance of any covenant or condition required to be performed by the Swim Club;
3. Upon the occurrence of any act or omission which results in the suspension or revocation of any act, power, license, permit or authority that terminates the conduct and operation of the Property by Swim Club, or suspends it for any time in excess of ninety (90) days;
4. If the levy of any attachment or execution, or the appointment of any receiver, or the execution of any other process of any court of competent jurisdiction which does, or as a direct consequence of such process, will interfere with Swim Club's occupancy of the Property and will interfere with its operations under the Agreement, and which attachment, execution, receivership or other process of court is not enjoined, vacated, dismissed or set aside within a period of ninety (90) days;
5. If a petition under any part of the federal bankruptcy laws or an action under present or future insolvency law or statute is filed against Swim Club's operations of the Property or Swim Club is adjudicated as bankrupt unless Swim Club confirms this Agreement in any bankruptcy proceeding;
6. If Swim Club shall voluntarily abandon, desert, vacate or discontinue all or part of its operation of the Property or any other action that results in a failure by the Swim Club to provide the public and others with the service contemplated; and/or,
7. If the time period from the Agreement Date of the Agreement to the initial date of operation and management of the Property exceeds twenty-four (24) calendar months.

B. Swim Club's Right to Terminate.

1. Notwithstanding the foregoing or any provisions to the contrary herein, this Agreement is expressly conditioned upon approval by the appropriate agencies for the appropriate licenses required for the operation and management of the Property.
2. Swim Club, at its option, may declare this Agreement terminated in its entirety, in the manner provided in subsection 12.C herein if City fails in the performance of any material condition of this Agreement.

C. Procedure for Termination or Repossession.

1. No termination declared by either Party shall be effective and, except as provided in this Agreement, the City shall not take possession of the Property unless and until not less than ninety (90) days have elapsed after issuance of a written Notice of Termination by either Party to the other specifying the date upon which such termination shall take effect and the cause for which the Agreement is being terminated or for which the Property is being repossessed to provide for the cure of any such default, and, no such termination shall be effective nor shall the City retake possession of the Property:
 - a. if such default is cured within the ninety (90) day period; or,
 - b. in the event that such default by its nature cannot be cured within such ninety (90) day period if the Party in default promptly commences to correct such default within said ninety (90) days and corrects same as promptly as is reasonably practical.
2. Failure by the City to take any authorized action upon default by Swim Club of any of the terms, covenants or conditions required to be performed, kept and observed by the Swim Club shall not be construed to be or act as a waiver of default or of any subsequent default of any of the terms, covenants and conditions to be performed, kept and observed by Swim Club.
3. The acceptance of payments by the City from Swim Club for any period or periods after a default and conditions required to be performed, kept and observed by the Swim Club shall not be deemed a waiver or stopping of any right on the part of the City to terminate the Agreement for failure by the Swim Club to so perform, keep or observe any of said terms, covenants or conditions.

D. Miscellaneous Rights.

1. On the date set forth in a Notice of Termination issued to Swim Club by the

City, all right, title and interest of Swim Club shall terminate at the discretion of the City except as otherwise provided in Section 12.C above.

2. It is to be understood that the rights and remedies of the City and Swim Club specified in this Agreement are not intended to be, and shall not be, exclusive of one another or exclusive of any common law or statutory right of either of the parties hereto.

14. TITLE TO IMPROVEMENTS

- A. All improvements constructed, erected or installed upon the Property shall become the property of the City upon termination of this Agreement.
- B. Title to all equipment, furniture and furnishings placed by Swim Club in or upon the Project shall remain with Swim Club, and replacements, substitutions and modifications thereof may be made by Swim Club throughout the term of this Agreement and Swim Club may remove same upon termination of this Agreement if Swim Club is not then in default under this Agreement; provided, that Swim Club shall repair to the satisfaction of City any damage to the Property and improvements caused by such removal; and provided further that usual and customary lighting, electrical, plumbing and heating fixtures shall remain upon the Property and shall be surrendered therewith upon termination of this Agreement.

15. STATE AND LOCAL LICENSES AND LAWS

- A. Swim Club shall, at all times, comply with all applicable laws, rules and regulations and orders of the Federal government, State of California, County of Santa Clara and City of Santa Clara.
- B. Swim Club, at its sole expense and cost, shall be responsible for procuring the necessary City of Santa Clara licenses and other appropriate licenses from the County or State. Swim Club shall observe and comply with the requirements of all applicable federal, state and local statutes, ordinances and regulations regarding the Property. Swim Club shall, at its sole expense and cost, procure and keep in force, during the entire term of this Agreement and any extension thereof, all permits and licenses required by such statutes, ordinances or regulations.

16. SIGNS

Swim Club shall not install, paint, inscribe or place any signs or placards upon the exterior of the Property or upon the interior of the Property if intended to be viewed from the exterior thereof, without the prior written consent of the City and concurrence by the Director of Community Development Department or designee that the signs are in conformance with all City of Santa Clara ordinances. Swim Club agrees, at its own expense, to remove or paint over to the satisfaction of City promptly upon termination of this Agreement any and all

signs or placards installed, painted, inscribed or placed by it in or upon the interior or exterior of the Property and to restore the surface thereof; and should Swim Club fail to so remove or paint over such signs or placards, and restore the surface, the City may do so at the expense of Swim Club and Swim Club shall reimburse the City for the cost thereof upon demand.

17. INSURANCE REQUIREMENTS

- A. Swim Club agrees to maintain in full force and effect, at Swim Club's own cost and expense, at all times for the term of this Agreement or any authorized extension thereof, insurance coverage in amounts and with the endorsements herein indicated and set forth in Exhibit C, attached and incorporated herein by reference. Swim Club and City shall be listed as co-insured under all insurance policies required under this Agreement.
- B. A certificate or certificates evidencing such insurance coverage shall be filed with the City's insurance compliance contractor prior to the commencement of the term of this Agreement, and said certificate shall provide that such insurance coverage will not be canceled or reduced without at least thirty (30) days prior written notice to the City. At least thirty (30) days prior to the expiration of any such policy, a certificate showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is canceled or reduced, Swim Club shall, within fifteen (15) days after receipt of written notice from the City of such cancellation or reduction in coverage, file with the City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies. Upon failure to so file such certificate, the City may without further notice cause this Agreement to be forfeited and exercise such other rights as it may have in the event of Swim Club's default.

18. RIGHT TO INSPECT PREMISES

The City or its duly authorized representatives or agents and other persons for it, may enter into or upon the Project at any and all reasonable times during the term of this Agreement for the purpose of determining whether or not Swim Club is complying with the terms and conditions hereof or for any other purpose incidental to rights of the City.

19. NOTICES

All notices to the Parties to this Agreement shall, unless otherwise requested in writing, be sent by mail, facsimile or personally delivered to the addresses listed in this Section. The notices shall be deemed served and delivered three (3) days after deposited in the United States mail by first class mail or personal delivery or upon receipt of a facsimile transmission. Any notice permitted or required to be served upon the City may be served upon:

City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
or by facsimile at (408) 241-6771

Any notice permitted or required to be served on the Swim Club may be served upon:

John Bitter
2625 Patricia Dr. Santa Clara, CA 95051
(408) 512-2091
or by facsimile at (408)246-5055

20. DISPUTE RESOLUTION

- A. No arbitration or civil action with respect to any dispute, claim or controversy arising out of or relating to this Agreement, except for the nonpayment of rent, may be commenced until the matter has been submitted to mediation. The Parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings, said mediation to take place in Santa Clara, California.
- B. Either Party may commence mediation by providing to the other Party a written notice of mediation, setting forth the subject of the dispute and the relief requested. Each Party agrees to participate in up to eight (8) hours of mediation before resorting to litigation in the Santa Clara Superior Court in San Jose, California.
- C. The Parties may agree on one mediator. In the event the Parties are unable to agree upon a mediator within ten (10) days following the date of the written Notice of Mediation, the Parties shall submit the matter to the American Arbitration Association, which shall appoint a mediator. The Parties shall share equally in the costs of mediation. Either Party may seek injunctive relief prior to the mediation to preserve the status quo pending the completion of that process. Except for an action to obtain such injunctive relief, neither Party may commence arbitration or a civil action with respect to the matters submitted to mediation until after the completion of the first mediation session, or forty-five (45) days after the date of filing the written request for mediation, whichever occurs first.
- D. 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. Mediation may continue after the commencement of arbitration or a civil action, if the Parties so agree.
- E. The costs of the mediator shall be borne by the Parties equally. However, all costs, fees, expenses and any attorney's fees related to such mediation activities are to be paid by the Party having incurred such fees, costs and expenses.
- F. The provisions of this Section may be enforced by any court of competent jurisdiction.

21. SEVERABILITY CLAUSE.

If any provision of this Agreement is held to be illegal, invalid or unenforceable in full or in part, for any reason, then such provision shall be modified to the minimum extent necessary to make the provision legal, valid and enforceable, and the other provisions of this Agreement shall not be affected thereby.

22. INDEPENDENT CONTRACTOR.

It is agreed that Swim Club shall act and be an independent contractor and not an agent nor employee of City. Except as herein expressly provided, neither Party is granted any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the other or to bind the other in any manner or thing whatsoever.

23. FAIR EMPLOYMENT

Swim Club 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.

24. AUTHORITY TO GRANT RIGHTS

City warrants that it is the owner of the Property and that it has the full rights and authority to grant the rights to the Swim Club which are contained in this Agreement.

25. COUNTERPARTS

This Agreement may be executed in two counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

26. FACSIMILE SIGNATURE

The Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

///

///

///

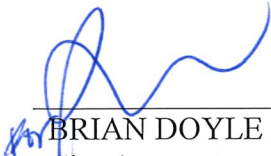
///

///

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 February 27, 2018. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

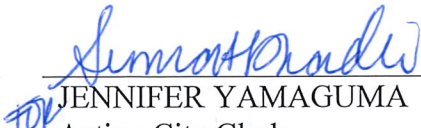
CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:



BRIAN DOYLE
City Attorney

ATTEST:



JENNIFER YAMAGUMA
Acting City Clerk

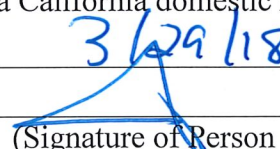
Dated: 4/12/2018



DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

THE SANTA CLARA SWIM CLUB
a California domestic nonprofit corporation

Dated: 3/29/18
By: 

(Signature of Person executing the Agreement)
Name: John Bitter
Address: 2625 Patricia Drive
Santa Clara, CA 95051
Email: jbitter@santaclaraswimclub.org
Telephone: 408-512-2091
Fax: 408-246-5055

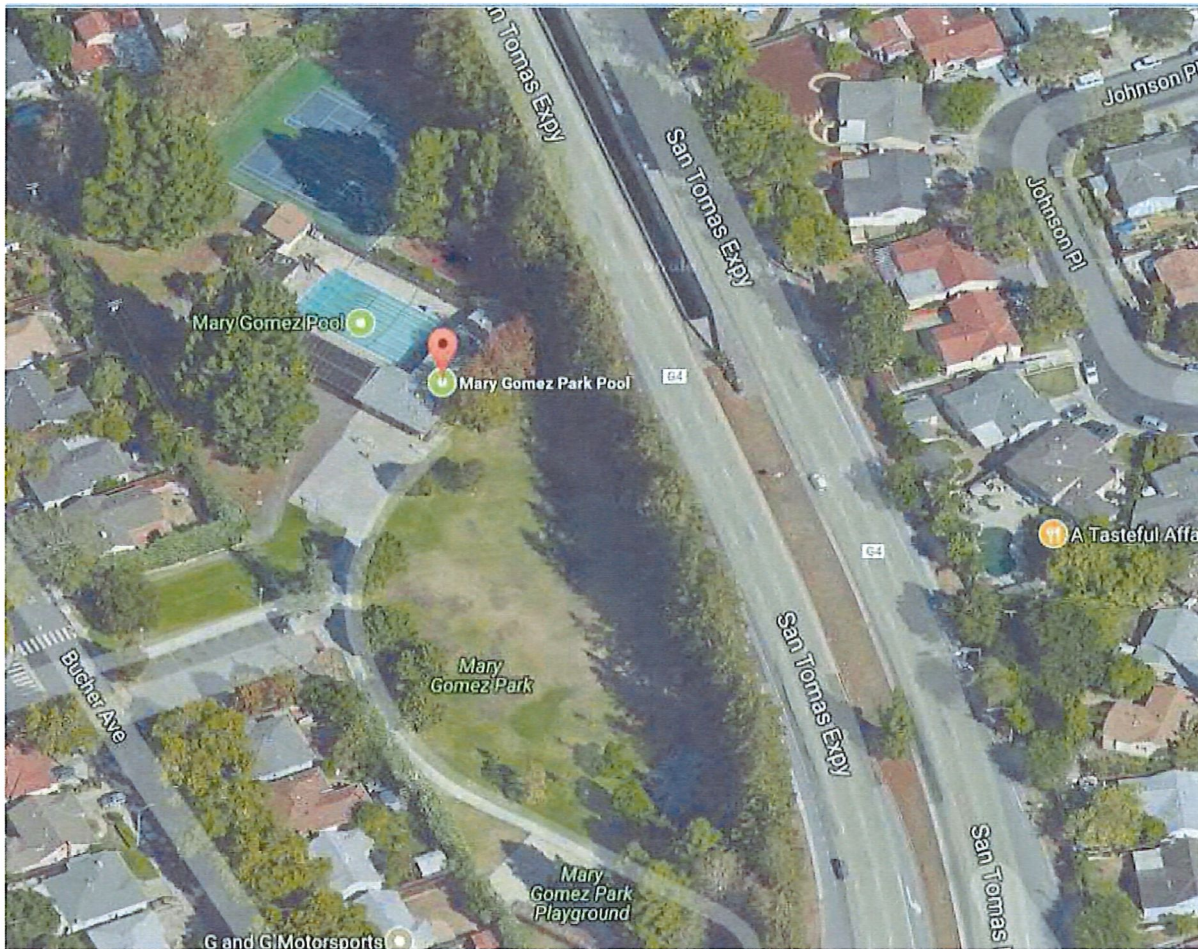
“SWIM CLUB”

I:\Parks\Agreements\Santa Clara Swim Club\18.0135 Management Agreement -SCSC 3-28-18.doc

**MANAGEMENT AGREEMENT
BETWEEN THE CITY OF SANTA CLARA
AND THE SANTA CLARA SWIM CLUB**

EXHIBIT A

The description of the Property which is the subject of this agreement is 6 lanes x 25 yards; locker rooms, pool building, office and pool deck at Mary Gomez Pool



**MANAGEMENT AGREEMENT
BETWEEN THE CITY OF SANTA CLARA
AND THE SANTA CLARA SWIM CLUB**

EXHIBIT B

FEE SCHEDULE

Management Fee to be paid by July 30 shall be as follows:

Fiscal Years	Annual Amount
2018-2019	\$35,000
2019-2020	\$35,000 plus San Francisco-Oakland-San Jose Consumer Price Index (CPI) plus 1%
2020-2021	2019-2020 Fiscal Year Total Fee plus CPI plus 1%
2021-2022	2020-2021 Fiscal Year Total Fee plus CPI plus 1%
2022-2023	2021-2022 Fiscal Year Total Fee plus CPI plus 1%

**MANAGEMENT AGREEMENT
BETWEEN THE CITY OF SANTA CLARA
AND THE SANTA CLARA SWIM CLUB**

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:

\$2,000,000 Each occurrence
\$2,000,000 General aggregate
\$2,000,000 Products/Completed Operations aggregate
\$2,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million

dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered

excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. General Aggregate. The general aggregate limits shall apply separately to Contractor's work under this Agreement providing coverage at least as broad as Insurance Services Office (ISO) Endorsement CG 2503, 1985 Edition, or insurer's equivalent (CGL);
4. Cancellation.
 - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
 - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
5. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. **ADDITIONAL INSURANCE RELATED PROVISIONS**

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this

Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

G. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.

City of Santa Clara [*insert City department name here]

P.O. Box 100085 – S2

or 1 Ebix Way

Duluth, GA 30096

John's Creek, GA 30097

Telephone number: 951-766-2280

Fax number: 770-325-0409

Email address: ctsantaclara@ebix.com

H. QUALIFYING INSURERS

All of the insurance companies providing insurance for 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.

**AMENDMENT NO. 1
TO THE MANAGEMENT AGREEMENT
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
THE SANTA CLARA SWIM CLUB, INC.**

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and The Santa Clara Swim Club, a California corporation, ("Swim Club"). City and Swim Club 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 Management Agreement, dated April 13, 2018 (Agreement); and
- B. The Parties entered into the Agreement for the purpose of having Swim Club provide community swim programs including Recreational Swim, Lap Swim, Learn to Swim, and Santa Clara Swim Club training practices for the benefit of the City, and the Parties now wish to amend the Agreement to reduce the management fee due to address COVID19 and other impacts that closed the Mary Gomez Pool several months at the end of FY2019/20 and continuing through the beginning of FY2020/21.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. Exhibit B of the Agreement, entitled "Fee Schedule" is amended to read as follows:
"The Management Fee to be paid within 30 days (or, July 30) after the close of each fiscal year on June 30 shall be as follows:
 - Fiscal Year 2018/19 = \$35,000,
 - Fiscal Year 2019/20 = \$25,611,
 - Fiscal Year 2020/21 = \$28,022,
 - Fiscal Year 2021/22 = \$36,587, and,
 - Fiscal Year 2022/23 = \$36,587."

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
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

THE SANTA CLARA SWIM CLUB, INC.
A California corporation

Dated: _____

By (Signature): _____

Name: Tom Wilcox

Title: Chief Financial Officer

Principal Place of
Business Address: 2625 Patricia Drive, Santa Clara, CA 95051

Email Address: twilcox@santaclaraswimclub.org

Telephone: 408-246-5050 ext. 10

"SWIM CLUB"



Agenda Report

21-1306

Agenda Date: 1/12/2021

REPORT TO COUNCIL

SUBJECT

Action on Amendment No. 1 to the Grant Agreement with Bay Area Air Quality Management District Grant No. 2018.245

COUNCIL PILLAR

Promote Sustainability and Environmental Protection

BACKGROUND

On January 15, 2019, City Council approved the Bay Area Air Quality Management District (BAAQMD) 2018 Grant Agreement No. 2018.245, accepting a grant award of \$300,000. Silicon Valley Power (SVP) applied for grant funding under the BAAQMD 2018 Climate Protection Program on May 11, 2018. The grant was open only to public agencies within BAAQMD's jurisdiction and is aimed to foster innovative strategies that reduce greenhouse gas (GHG) emissions over the long-term. The Grant Program funds activities in two categories: 1) Reducing GHGs from Existing Buildings and 2) Fostering Innovative Strategies with Long-Term Impacts in Reducing GHG Emissions. The Bay Area Air Quality Management District's (BAAQMD) Climate Protection Grant Program prioritizes projects that make progress towards achieving BAAQMD's 2030 and 2050 greenhouse gas (GHG) reduction targets. The Grant Program seeks to accelerate the implementation of the BAAQMD's Clean Air Plan and local climate protection efforts and is consistent with the GHG reduction targets adopted by the City of Santa Clara's Climate Action Plan and with the State of California's GHG and renewable energy goals. The BAAQMD Clean Air Plan lays the groundwork for a long-term effort to reduce Bay Area GHG emissions 40 percent below 1990 levels by 2030 and 80 percent below 1990 levels by 2050.

DISCUSSION

On June 18, 2018, the City was officially awarded a grant for \$300,000 with a two-year timeline to implement a behind-the-meter lithium-ion battery storage pilot project. The recommended amendment to the contract extends the term of the agreement to April 30, 2022 to address unforeseen delays caused by the COVID-19 pandemic.

The proposed Lithium-Ion Battery Energy Storage System Demonstration Project (BESS Project) will demonstrate the use-case for lithium-ion batteries as longer-duration uninterruptible power supply for data centers that are instantaneous and reliable, delaying the use of diesel generators as backup power. The BESS Project will demonstrate the economic viability and flexibility of a 1 MW/4 MWh battery energy storage system that can be simultaneously dispatched at 2 MW capacity to support critical loads during a power quality event or outage. Such a system stores energy through the use of a battery technology and has the capability to increase the reliability and dispatchability of energy supply at a later time, and is inclusive primarily of a battery, inverter, enclosure/rack, controller, housing, and battery management system.

The BESS combines multiple use storage applications to reduce the operational time and need of diesel generation, optimize GHG reductions through the increased use of renewable energy on the grid to charge the battery, and to reduce the need for natural gas generation dispatch during the evening peak demand hours, through the cycling of a fully dispatchable battery. The project aims to foster innovation, while reducing GHGs in vulnerable communities, and will develop a pilot program to be used for new data center builds in the Bay Area, focusing on the City of Santa Clara as a leader in innovative sustainable solutions.

The Grant funding will be used towards the total installed costs (including capital costs) of the BESS with a total estimated cost of approximately \$2 million. SVP anticipates procuring the BESS in 2021. The future procurement costs include the capital expenditure for the BESS as well as associated construction and installation costs, which will be funded by SVP. The total authorization amount is to be determined, and over the 15-year lifetime of the BESS, it is anticipated that the total installed costs will be recovered through the BAAQMD grant and multiple value streams from the project including: avoided transmission costs, generation capacity (the BESS Project contributes to system resource adequacy by discharging during peak demand hours and scarcity events), and revenue generated from energy price arbitrage (the battery can be charged during low -or negative- priced hours and discharged during higher priced hours to avoid dispatching generators with high fuel and variable operating and maintenance costs).

To fulfill the grant requirements, SVP evaluated partnerships with a battery equipment manufacturer and a data center to pilot a demonstration project. Data center partners were evaluated based on their aligned goals with the City of Santa Clara's Climate Action Plan and BAAQMD's renewable energy and climate goals, a high potential for GHG emissions reduction, cost-effective, and the ability and interest to potentially scale-up the project in future years. SVP has partnered with Santa Clara University as a data center partner.

SVP will return to Council in the coming months to request authorization to finance the BESS equipment and enter into associated agreements with project partners.

SVP anticipated installing the BESS during calendar year 2020. Due to unforeseen project delays primarily associated with COVID-19 and its impact on project partners, SVP anticipates installation of this system in 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)(4) in that it is a fiscal activity that does not involve commitment to a specific project which may result in potential significant impact on the environment.

FISCAL IMPACT

Grant funding will be transferred from BAAQMD to the City based on 7 milestones and final completion in the amount of \$37,500 each as specified in Amendment No. 1. The total grant reimbursement of \$300,000 will be deposited in the Electric Utility Capital Fund for the Clean Energy and Carbon Reduction project (project #2398) that is budgeted in FY 2020/21. These funds will partially support the cost of the demonstration project. If additional budget actions are needed, staff will bring forward any required actions when associated agreements are submitted for approval.

If needed, budget actions in subsequent years will be included as part of future budgets.

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

Authorize the City Manager to execute Amendment No. 1 to the Grant Agreement with Bay Area Air Quality Management District (BAAQMD) Grant No. 2018.245 to extend the term of the grant to demonstrate the feasibility of battery energy storage systems for back-up power at data centers.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Original Grant Agreement Grant No. 2018.245
2. Proposed Amendment No. 1 to Grant Agreement Grant No. 2018.245

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

GRANT AGREEMENT

GRANT NO. 2018.245

1. PARTIES - The parties to this Agreement ("Agreement") are the Bay Area Air Quality Management District ("DISTRICT") whose address is 375 Beale Street, Suite 600, San Francisco, CA 94105, and **City of Santa Clara dba Silicon Valley Power** ("GRANTEE") whose address is 1500 Warburton Ave., Santa Clara, CA 95050.
2. RECITALS
 - A. DISTRICT is the local agency with primary responsibility for regulating stationary source air pollution in the Bay Area Air Quality Management District in the State of California. DISTRICT is authorized to enter into this Agreement under California Health and Safety Code Section 40701.
 - B. DISTRICT desires to award GRANTEE a grant for the activities described in Attachment A, Work Plan.
 - C. All parties to this Agreement have had the opportunity to have the Agreement reviewed by their attorney.
3. TERM - The term of this Agreement is from the date of execution by both PARTIES until January 22, 2021, unless further extended by amendment of this Agreement in writing, or terminated earlier.
4. TERMINATION
 - A. DISTRICT shall have the right to terminate this Agreement at its sole discretion at any time upon thirty (30) days written notice to GRANTEE. The notice of termination shall specify the effective date of termination, which shall be no less than thirty (30) calendar days from the date of delivery of the notice of termination, and shall be delivered in accordance with the provisions of section 10 below. Immediately upon receipt of the notice of termination, GRANTEE shall cease all activities under this Agreement, except such activities as are specified in the notice of termination. Within forty-five (45) days of receipt of written notice, GRANTEE is required to:
 - i) Submit a final written report describing all work performed by GRANTEE;
 - ii) Submit an accounting of all grant funds expended up to and including the date of termination; and,
 - iii) Reimburse DISTRICT for any unspent funds.
 - B. DISTRICT may terminate this Agreement and be relieved of any payments should GRANTEE fail to perform the requirements of this Agreement at the time and in the manner herein provided.
5. NO AGENCY RELATIONSHIP CREATED / INDEPENDENT CAPACITY - GRANTEE and the agents and employees of GRANTEE, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of DISTRICT, and nothing herein shall be construed to be inconsistent with that relationship or status. DISTRICT shall not have the right to direct or control the activities of GRANTEE in performing the services provided herein.
6. CONTRACTORS / SUBCONTRACTORS / SUBGRANTEES
 - A. GRANTEE will be entitled to make use of its own staff and such contractors, subcontractors, and subgrantees.

- B. Nothing contained in this Agreement or otherwise, shall create any contractual relation between DISTRICT and any contractors, subcontractors, or subgrantees of GRANTEE, and no agreement with contractors, subcontractors, or subgrantees shall relieve GRANTEE of its responsibilities and obligations hereunder. GRANTEE agrees to be as fully responsible to DISTRICT for the acts and omissions of its contractors, subcontractors, and subgrantees and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by GRANTEE. GRANTEE's obligation to pay its contractors, subcontractors, and subgrantees is an independent obligation from DISTRICT's obligation to make payments to GRANTEE. As a result, DISTRICT shall have no obligation to pay or to enforce the payment of any moneys to any contractor, subcontractor, or subgrantee.
7. INDEMNIFICATION - GRANTEE agrees to indemnify, defend, and hold harmless DISTRICT, its officers, employees, agents, representatives, and successors-in-interest against any and all liability, demands, claims, costs, losses, damages, recoveries, settlements, and expenses (including reasonable attorney fees) that DISTRICT, its officers, employees, agents, representatives, and successors-in-interest may incur or be required to pay arising from the death or injury of any person or persons (including employees of GRANTEE), or from destruction of or damage to any property or properties, caused by or connected with the performance of this Agreement by GRANTEE, its employees, subcontractors, subgrantees, or agents.
8. PAYMENT
- A. DISTRICT agrees to award GRANTEE a grant of \$300,000 for the activities described in Attachment A, Work Plan. Grant shall be payable in eight (8) installments, as follows:
- a) Seven (7) quarterly payments of \$37,500 each, upon DISTRICT'S receipt and approval of GRANTEE'S quarterly progress report and invoice; and
 - b) One (1) final payment of \$37,500 upon completion of all tasks identified in Attachment A, Work Plan, payable upon DISTRICT's receipt and approval of GRANTEE's invoice and GRANTEE's final report.
- B. GRANTEE shall carry out the work described on the Work Plan, and shall obtain DISTRICT's written approval of any changes or modifications to the Work Plan prior to performing or incurring costs for the changed work. If GRANTEE fails to obtain such prior written approval, DISTRICT, at its sole discretion, may refuse to provide funds to pay for such work or costs.
- C. Payment will be made only to GRANTEE.
- D. GRANTEE agrees to return any grant funds received for incentives that it does not use to provide incentives.
9. AUTHORIZED REPRESENTATIVE - GRANTEE shall continuously maintain a representative vested with signature authority authorized to work with DISTRICT on all grant-related issues. GRANTEE shall, at all times, keep DISTRICT informed as to the identity of the authorized representative.
10. NOTICES - All notices that are required under this Agreement shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by e-mail, facsimile, or regular first class mail. In the case of e-mail and facsimile communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. E-mail and facsimile communications shall be deemed to have been received on the date of such transmission,

provided such date was a business day and delivered prior to 4:00 p.m. Pacific Time. Otherwise, receipt of e-mail and facsimile communications shall be deemed to have occurred on the following business day. In the case of regular mail notice, notice shall be deemed to have been delivered on the mailing date and received five (5) business days after the date of mailing.

DISTRICT: Bay Area Air Quality Management District
375 Beale Street, Suite 600
San Francisco, CA 94105
Attn: Axum Teferra

GRANTEE: City of Santa Clara dba Silicon Valley Power
881 Martin Avenue
Santa Clara, CA 95050
Attn: Erica Jue

11. ADDITIONAL PROVISIONS - All attachment(s) to this Agreement are expressly incorporated herein by this reference and made a part hereof as though fully set forth.
12. ACKNOWLEDGEMENTS - GRANTEE shall acknowledge DISTRICT support each time the activities funded, in whole or in part, by this Agreement are publicized in any news media, brochures, or other type of promotional material. The acknowledgement of DISTRICT support must state "Funded by a Grant from the Bay Area Air Quality Management District." Initials or abbreviations for DISTRICT shall not be used.
13. FINANCIAL MANAGEMENT SYSTEM
 - A. GRANTEE shall be responsible for maintaining an adequate financial management system and will immediately notify DISTRICT when GRANTEE cannot comply with the requirements in this section.
 - B. GRANTEE's financial management system shall provide for:
 - i) Financial reporting: accurate, current, and complete disclosure of the financial results of each grant in conformity with generally accepted principles of accounting, and reporting in a format that is in accordance with the financial reporting requirements of the grant.
 - ii) Accounting records: records that adequately identify the source and application of funds for DISTRICT-supported activities. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures and income.
 - iii) Internal control: effective internal and accounting controls over all funds, property and other assets. GRANTEE shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.
 - iv) Budget control: comparison of actual expenditures or outlays with budgeted amounts for each grant.
 - v) Allowable cost: procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of federal and state requirements.
 - vi) Source documentation: accounting records that are supported by source documentation.
 - vii) Cash management: procedures to minimize the time elapsing between the advance of funds from DISTRICT and the disbursement by GRANTEE, whenever funds are advanced by DISTRICT.

- C. DISTRICT may review the adequacy of the financial management system of GRANTEE at any time subsequent to the award of the grant. If DISTRICT determines that GRANTEE's accounting system does not meet the standards described in paragraph B above, additional information to monitor the grant may be required by DISTRICT upon written notice to GRANTEE, until such time as the system meets with DISTRICT approval.
14. AUDIT / RECORDS ACCESS - GRANTEE agrees that DISTRICT shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. GRANTEE agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. GRANTEE agrees to allow the designated representative(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, GRANTEE agrees to include a similar right of DISTRICT to audit records and interview staff in any contract, subcontract, or subgrant related to performance of this Agreement.
15. FORFEIT OF GRANT FUNDS / REPAYMENT OF FUNDS IMPROPERLY EXPENDED - If grant funds are not expended, or have not been expended, in accordance with this Agreement, or if real or personal property acquired with grant funds is not being used, or has not been used, for grant purposes in accordance with this Agreement, DISTRICT, at its sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring GRANTEE to forfeit the unexpended portion of the grant funds and/or to repay to DISTRICT any funds improperly expended.
16. COMPLIANCE - GRANTEE shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits. GRANTEE shall provide evidence, upon request, that all local, state, and/or federal permits, licenses, registrations, and approvals have been secured for the purposes for which grant funds are to be expended. GRANTEE shall maintain compliance with such requirements throughout the grant period. GRANTEE shall ensure that the requirements of the California Environmental Quality Act are met for any approvals or other requirements necessary to carry out the terms of this Agreement. Any deviation from the requirements of this section shall result in non-payment of grant funds.
17. CONFIDENTIALITY – In order to carry out the purposes of this Agreement, GRANTEE may require access to certain of DISTRICT's confidential information (including trade secrets, inventions, confidential know-how, confidential business information, and other information that DISTRICT considers confidential) (collectively, "Confidential Information"). It is expressly understood and agreed that DISTRICT may designate in a conspicuous manner Confidential Information that GRANTEE obtains from DISTRICT, and GRANTEE agrees to:
- A. Observe complete confidentiality with respect to such information, including without limitation, agreeing not to disclose or otherwise permit access to such information by any other person or entity in any manner whatsoever, except that such disclosure or access shall be permitted to employees of GRANTEE requiring access in fulfillment of the services provided under this Agreement.
 - B. Ensure that GRANTEE's officers, employees, agents, representatives, subgrantees, and independent contractors are informed of the confidential nature of such information and to assure by agreement or otherwise that they are prohibited from copying or revealing, for any

purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this section.

- C. Not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration, except as permitted under this Agreement.
- D. Notify DISTRICT promptly and in writing of the circumstances surrounding any possession, use, or knowledge of such information or any part thereof by any person or entity other than those authorized by this section. Take at GRANTEE's expense, but at DISTRICT's option and in any event under DISTRICT's control, any legal action necessary to prevent unauthorized use of such information by any third party or entity which has gained access to such information at least in part due to the fault of GRANTEE.
- E. Take any and all other actions necessary or desirable to assure such continued confidentiality and protection of such information during the term of this Agreement and following expiration or termination of the Agreement.
- F. Prevent access to such materials by a person or entity not authorized under this Agreement.
- G. Establish specific procedures in order to fulfill the obligations of this section.

Notwithstanding the foregoing, DISTRICT acknowledges that GRANTEE is a public agency subject to the requirements of the California Public Records Act. If GRANTEE receives a request or demand of any third person or entity not a party to this Agreement for production, section and/or copying of information designated by DISTRICT as Confidential Information, GRANTEE as soon practical but within three (3) days of receipt of the request, shall notify the DISTRICT that such request has been made. DISTRICT shall be solely responsible for taking whatever legal steps are necessary to protect information deemed by it to be Confidential Information and to prevent release of information by GRANTEE. If DISTRICT takes no such action, after receiving the foregoing notice from the GRANTEE, GRANTEE shall be permitted to comply with the request or demand and is not required to defend against it.

18. INTELLECTUAL PROPERTY RIGHTS - Title and full ownership rights to all intellectual property developed under this Agreement shall at all times remain with DISTRICT, unless otherwise agreed to in writing.

19. PUBLICATION

- A. DISTRICT shall approve in writing any report or other document prepared by GRANTEE in connection with performance under this Agreement prior to dissemination or publication of such report or document to a third party. DISTRICT may waive in writing its requirement for prior approval.
- B. Until approved by DISTRICT, any report or other document prepared by GRANTEE shall include on each page a conspicuous header, footer, or watermark stating "DRAFT – Not Reviewed or Approved by BAAQMD," unless DISTRICT has waived its requirement for prior approval pursuant to paragraph A of this section.
- C. Information, data, documents, or reports developed by GRANTEE for DISTRICT, pursuant to this Agreement, shall be part of DISTRICT's public record, unless otherwise indicated. GRANTEE may use or publish, at its own expense, such information, provided DISTRICT approves use of such information in advance. The following acknowledgment of support and disclaimer must appear in each publication of materials, whether copyrighted or not, based upon or developed under this Agreement.

"This report was prepared as a result of work sponsored, paid for, in whole or in part, by the Bay Area Air Quality Management District (District). The opinions, findings, conclusions, and recommendations are those of the author and do not necessarily represent the views of the District. The District, its officers, employees, contractors, and subcontractors make no warranty, expressed or implied, and assume no legal liability for the information in this report."

- D. GRANTEE shall inform its officers, employees, subgrantees, and subcontractors involved in the performance of this Agreement of the restrictions contained herein and shall require compliance with the above.
20. PROPERTY AND SECURITY - Without limiting GRANTEE's obligations with regard to security, GRANTEE shall comply with all the rules and regulations established by DISTRICT for access to and activity in and around DISTRICT's premises.
21. ASSIGNMENT - No party shall assign, sell, license, or otherwise transfer any rights or obligations under this Agreement to a third party without the prior written consent of the other party, and any attempt to do so shall be void upon inception.
22. WAIVER - No waiver of a breach, of failure of any condition, or of any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies. Further, the failure of a party to enforce performance by the other party of any term, covenant, or condition of this Agreement, and the failure of a party to exercise any rights or remedies hereunder, shall not be deemed a waiver or relinquishment by that party to enforce future performance of any such terms, covenants, or conditions, or to exercise any future rights or remedies.
23. FORCE MAJEURE - Neither DISTRICT nor GRANTEE shall be liable for or deemed to be in default for any delay or failure in performance under this Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, judicial orders, governmental controls, regulations or restrictions, inability to obtain labor or materials or reasonable substitutes for labor or materials necessary for performance of the services, or other causes, except financial, that are beyond the reasonable control of DISTRICT or GRANTEE, for a period of time equal to the period of such force majeure event, provided that the party failing to perform notifies the other party within fifteen calendar days of discovery of the force majeure event, and provided further that that party takes all reasonable action to mitigate the damages resulting from the failure to perform. Notwithstanding the above, if the cause of the force majeure event is due to party's own action or inaction, then such cause shall not excuse that party from performance under this Agreement.
24. SEVERABILITY - If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them will not be affected.

25. HEADINGS - Headings on the sections and paragraphs of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.
26. COUNTERPARTS/FACSIMILES/SCANS – This Contract may be executed and delivered in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same contract. The parties may rely upon a facsimile copy or scanned copy of any party's signature as an original for all purposes.
27. GOVERNING LAW - Any dispute that arises under or relates to this Agreement shall be governed by California law, excluding any laws that direct the application to another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Agreement, including mediation, shall be San Francisco, California.
28. ENTIRE AGREEMENT AND MODIFICATION - This Agreement represents the final, complete, and exclusive statement of the agreement between the parties and supersedes all prior and contemporaneous understandings and agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying upon, any representation or warranty outside those expressly set forth herein. This Agreement may only be amended by mutual agreement of the parties in writing and signed by both parties.
29. SURVIVAL OF TERMS - The provisions of sections 7 (Indemnification), 14 (Audit / Records Access), 15 (Forfeit of Grant Funds / Repayment of Funds Improperly Expended), 17 (Confidentiality), 18 (Intellectual Property Rights), and 19 (Publication) shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be duly executed on their behalf by their authorized representatives.

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

CITY OF SANTA CLARA
dba SILICON VALLEY POWER

By: 
Jack P. Broadbent
Executive Officer/APCO

By: 
Deanna J. Santana
City Manager


Date: 2/8/19

Date: 11/8/19

Approved as to form:
District Counsel

APPROVED AS TO FORM:
SANTA CLARA CITY ATTORNEY'S OFFICE



By: 
Brian C. Bunger
District Counsel

ATTACHMENT A

WORK PLAN

GRANTEE will design, procure, and install a 1 MW/4.5 MWh lithium-ion battery energy storage system (BESS) for a selected data center to reduce and potentially avoid the use of diesel generators with uninterrupted power supply. The project will demonstrate the feasibility of battery storage for data centers, delaying the use of diesel generators as backup power.

Phase 1: Site/Customer Selection and Assessment

Task 1.1: Identify and select data center partner

GRANTEE will launch a solicitation to identify data centers interested in delaying the use of, and potentially replacing a diesel generator with a lithium-ion battery energy storage system. GRANTEE will use the following selection criteria for the ideal candidate: a) located within the BAAQMD CARE boundary (as defined by the Air District: <http://www.baaqmd.gov/plans-and-climate/community-air-risk-evaluation-care-program>) and SVP's service territory, b) has renewable energy and climate goals aligned with GRANTEE's climate goals, and c) is collaborative, willing and interested in potentially scaling up the project in future years.

Deliverables:

1. Criteria for site selection and decision
2. Confirmation from the data center as a partner (e.g., signed agreement, MOU, etc)

Task 1.2: Assess construction project process and preliminary site plan

GRANTEE will assess the construction project process and preliminary site plan for the placement of the battery energy storage system (including permitting and interconnection requirements and service data scheduling). GRANTEE will also ensure proper procedures aligned with city permitting, CEQA (if applicable), and other project clearance steps.

Deliverables:

1. Preliminary site plan (assess site challenges, projected load and ramp schedule, costs, schedule service date, etc.)
2. Checklist of construction project process and necessary permits, codes, standards, engineering designs, approvals, reviews (with dates of execution)
3. Interconnection requirements issued by utility and interconnection agreement

Phase 2: Collaboration and Deployment

Task 2.1: Collaborate with selected sub-contractor to size, design, purchase and install battery storage system

GRANTEE will work with the data center to size, engineer, procure and construct the battery energy storage system. The sub-contractor that will install the battery storage system will be confirmed once the data center selection is finalized and will be responsible for installing the battery, inverter, battery management system, enclosures/racks, controller, and balance of plant for integration of battery energy storage system into the facility. The selected data center will select the sub-contractor. The sub-contractor and battery storage technology provider will also carry out battery testing, verification

inspections, and training related to operation, maintenance, and emergency response procedures for the battery storage system.

Deliverables:

1. Conceptual system design
2. Sub-contractor contract
3. Certificates that ensure engineering requirements, operational testing, inspection, safety codes have been met
4. Equipment specifications
5. Installation documentation and images

Task 2.2: Deploy and test battery storage system and aggregation controller

GRANTEE will deploy and test the battery storage system and aggregation controller. The controller optimally dispatches the battery system network to maximize the lifetime of each battery system and optimizes the battery to maximize GHG reductions. The system will communicate events in real-time across the data center, the utility transmission and operations systems and GRANTEE's real-time energy trading desk.

Deliverables:

1. Battery system performance report (e.g., information on charge, health, voltage, capacity, etc.)
2. Design plan to determine user interface and software platform to manage data

Phase 3: Monitor Outcome and Results

Task 3.1: Monitor project outcome and results by metrics

GRANTEE will monitor progress and track results in terms of: Anticipated performance of the battery system, based on performance models and specifications of the system (e.g., battery cycles per year, avoided emissions from daily charge and discharge of system due to intra daily differences in the wholesale market carbon intensity, etc.) Installation's estimated (monthly, annual, and battery life (~15 years)) energy-use and GHG-emissions reductions

Deliverables:

1. Detailed results included in the project final report (see below)

Progress Reports

Beginning thirty (30) calendar days after execution of the contract, every April 15, July 15, October 15 and January 15 until the end of the Term, GRANTEE shall provide quarterly progress reports describing GRANTEE's progress toward completion of the work outlined above. Quarterly progress reports shall be prepared on the District's Quarterly Report form (provided separately).

Final Report

Within thirty (30) calendar days of completion of project, GRANTEE shall submit a Final Report. The Final Report, to be prepared on the District's Final Report form (provided separately), should report on the outcomes of the project and learned lessons.

Grant Payments

Grant payments will be made in installments in accordance to Section 8, Payment. **Total payments under this Agreement shall not exceed \$300,000.**

Reporting and Grant Payment Schedule for Grant Funds

Payments of grant funds shall be contingent upon DISTRICT's approval of GRANTEE's quarterly progress reports and final report. DISTRICT approval will take into consideration adequate progress in implementing program tasks to meet the milestones set forth below. DISTRICT shall pay GRANTEE its grant payments upon receipt and approval of GRANTEE's quarterly progress reports and final report demonstrating that the applicable project milestones have been met as provided in Section 8 of this Agreement.

Milestone	Required progress on project	Completion Date	Report	Payment
1	Task 1.1 – initiated and completed	1/31/19	Quarterly progress report (QPR) #1 (4/15/19)	\$37,500
2	Task 1.2 – initiated	4/31/19	QPR #2 (7/15/19)	\$37,500
3	Task 1.2 – completed Task 2.1 – initiated	7/31/19	QPR #3 (10/15/19)	\$37,500
4	Task 2.1 – on-going	10/31/19	QPR #4 (1/15/20)	\$37,500
5	Task 2.1 – on-going	1/31/20	QPR #5 (4/15/20)	\$37,500
6	Task 2.1 – completed Task 2.2 – initiated Task 3.1 – initiated	4/30/20	QPR #6 (7/15/20)	\$37,500
7	Task 2.2 – completed Task 3.1 – on-going	7/31/20	QPR #7 (10/15/20)	\$37,500
8 (Final)	Task 3.1 – completed	11/30/20	Final Report (1/22/21)	\$37,500

AMENDMENT NO. 1 TO
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
GRANT NO. 2018.245

This amendment to the above-entitled grant ("Grant Amendment") is dated, for reference purposes only, October 27, 2020.

RECITALS:

1. The Bay Area Air Quality Management District ("DISTRICT") and **City of Santa Clara dba Silicon Valley Power** ("GRANTEE") (hereinafter referred to as the "PARTIES") entered into the above-entitled grant to demonstrate the feasibility of battery energy storage systems for back-up power at data centers (the "Agreement"), which Agreement was executed on behalf of GRANTEE on January 18, 2019, and on behalf of DISTRICT on February 8, 2019.
2. The PARTIES mutually seek to extend the term and certain project dates of the Agreement due to unforeseen delays and hardships caused by the COVID-19 pandemic.
3. In accordance with Section 28 of the Agreement, DISTRICT and GRANTEE desire to amend the above-entitled Agreement as follows:

TERMS AND CONDITIONS OF GRANT AMENDMENT:

1. By this Grant Amendment, DISTRICT and GRANTEE amend Section 3, "Term." The term of the Agreement shall be extended so that the termination date of the Agreement is now April 30, 2022.
2. By this Grant Amendment, DISTRICT and GRANTEE amend Section 8, "Payment," of the Agreement to replace paragraph A with the following paragraph:

"A. DISTRICT agrees to award GRANTEE a grant of \$300,000 for the activities described in Attachment A, Work Plan. Grant shall be payable in eight (8) installments, as follows:

 - a) Seven (7) payments of \$37,500 each, upon DISTRICT'S receipt and approval of GRANTEE'S progress report and invoice; and
 - b) One (1) final payment of \$37,500 upon completion of all tasks identified in Attachment A, Work Plan, payable upon DISTRICT's receipt and approval of GRANTEE's invoice and GRANTEE's final report."

3. By this Grant Amendment, DISTRICT and GRANTEE replace Attachment A, Work Plan, with the attached "Attachment A-1, Work Plan" and agree that all references in the Agreement to Attachment A shall be deemed refer to Attachment A-1, Work Plan.
4. DISTRICT and GRANTEE agree that all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the PARTIES have caused this Grant Amendment to be duly executed on their behalf by their authorized representatives.

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

CITY OF SANTA CLARA
dba SILICON VALLEY POWER

By: _____
Jack P. Broadbent
Executive Officer/APCO

By: _____
Deanna J. Santana
City Manager

Date: _____

Date: _____

Approved as to form:
District Counsel

By: _____
Brian C. Bunger
District Counsel

ATTACHMENT A-1

WORK PLAN

GRANTEE will design, procure, and install a 2 MW/4 MWh lithium-ion battery energy storage system (BESS) for a selected data center to reduce and potentially avoid the use of diesel generators with uninterrupted power supply. The project will demonstrate the feasibility of battery storage for data centers, delaying the use of diesel generators as backup power.

Phase 1: Site/Customer Selection and Assessment

Task 1.1: Identify and select data center partner

GRANTEE will launch a solicitation to identify data centers interested in delaying the use of, and potentially replacing a diesel generator with a lithium-ion battery energy storage system. GRANTEE will use the following selection criteria for the ideal candidate: a) located within the BAAQMD CARE boundary (as defined by the Air District: <http://www.baaqmd.gov/plans-and-climate/community-air-risk-evaluation-care-program>) and SVP's service territory, b) has renewable energy and climate goals aligned with GRANTEE's climate goals, and c) is collaborative, willing and interested in potentially scaling up the project in future years.

Deliverables:

1. Criteria for site selection and decision
2. Confirmation from the data center as a partner (e.g., signed agreement, MOU, etc)

Task 1.2: Assess construction project process and preliminary site plan

GRANTEE will assess the construction project process and preliminary site plan for the placement of the battery energy storage system (including permitting and interconnection requirements and service data scheduling). GRANTEE will also ensure proper procedures aligned with city permitting, CEQA (if applicable), and other project clearance steps.

Deliverables:

1. Preliminary site plan (assess site challenges, projected load and ramp schedule, costs, schedule service date, etc.)
2. Checklist of construction project process and necessary permits, codes, standards, engineering designs, approvals, reviews (with dates of execution)
3. Interconnection requirements issued by utility and interconnection agreement

Phase 2: Collaboration and Deployment

Task 2.1: Collaborate with selected sub-contractor to size, design, purchase and install battery storage system

GRANTEE will work with the data center to size, engineer, procure and construct the battery energy storage system. The sub-contractor that will install the battery storage system will be confirmed once the data center selection is finalized and will be responsible for installing the battery, inverter, battery management system, enclosures/racks, controller, and balance of plant for integration of battery energy storage system into the facility. The selected data center will select the sub-contractor. The sub-contractor and battery storage technology provider will also carry out battery testing, verification

inspections, and training related to operation, maintenance, and emergency response procedures for the battery storage system.

Deliverables:

1. Conceptual system design
2. Sub-contractor contract
3. Certificates that ensure engineering requirements, operational testing, inspection, safety codes have been met
4. Equipment specifications
5. Installation documentation and images

Task 2.2: Deploy and test battery storage system and aggregation controller

GRANTEE will deploy and test the battery storage system and aggregation controller. The controller optimally dispatches the battery system network to maximize the lifetime of each battery system and optimizes the battery to maximize GHG reductions. The system will communicate events in real-time across the data center, the utility transmission and operations systems and GRANTEE's real-time energy trading desk.

Deliverables:

1. Battery system performance report (e.g., information on charge, health, voltage, capacity, etc.)
2. Design plan to determine user interface and software platform to manage data

Phase 3: Monitor Outcome and Results

Task 3.1: Monitor project outcome and results by metrics

GRANTEE will monitor progress and track results in terms of: Anticipated performance of the battery system, based on performance models and specifications of the system (e.g., battery cycles per year, avoided emissions from daily charge and discharge of system due to intra daily differences in the wholesale market carbon intensity, etc.) Installation's estimated (monthly, annual, and battery life (~15 years)) energy-use and GHG-emissions reductions

Deliverables:

1. Detailed results included in the project final report (see below)

Progress Reports

Beginning thirty (30) calendar days after execution of the contract, GRANTEE shall provide progress reports describing GRANTEE's progress toward completion of the work outlined above, no later than 15 days following each milestone completion date. Progress reports shall be prepared on the District's Progress Report form (provided separately).

Final Report

Within thirty (30) calendar days of completion of project, GRANTEE shall submit a Final Report. The Final Report, to be prepared on the District's Final Report form (provided separately), should report on the outcomes of the project and learned lessons.

Grant Payments

Grant payments will be made in installments in accordance to Section 8, Payment. **Total payments under this Agreement shall not exceed \$300,000.**

Reporting and Grant Payment Schedule for Grant Funds

Payments of grant funds shall be contingent upon DISTRICT's approval of GRANTEE's progress reports and final report. DISTRICT approval will take into consideration adequate progress in implementing program tasks to meet the milestones set forth below. DISTRICT shall pay GRANTEE its grant payments upon receipt and approval of GRANTEE's progress reports and final report demonstrating that the applicable project milestones have been met as provided in Section 8 of this Agreement.

Milestone	Required progress on project	Completion Date	Report	Payment
1	Task 1.1 – initiated and completed	10/31/19	Progress report (PR) #1 (11/15/19)	\$37,500
2	Task 1.2 – initiated	1/31/20	PR #2 (2/15/20)	\$37,500
3	Task 1.2 – completed Task 2.1 – initiated	3/31/21	PR #3 (4/15/21)	\$37,500
4	Task 2.1 – on-going	6/30/21	PR #4 (7/15/21)	\$37,500
5	Task 2.1 – on-going	9/30/21	PR #5 (10/15/21)	\$37,500
6	Task 2.1 – completed Task 2.2 – initiated Task 3.1 – initiated	12/31/21	PR #6 (1/15/22)	\$37,500
7	Task 2.2 – completed Task 3.1 – on-going	2/28/22	PR #7 (3/15/22)	\$37,500
8 (Final)	Task 3.1 – completed	3/31/22	Final Report (4/15/22)	\$37,500



Agenda Report

21-1203

Agenda Date: 1/12/2021

REPORT TO COUNCIL

SUBJECT

Action on Adoption of a Resolution Declaring Weeds a Public Nuisance and Setting February 9, 2021 for Public Hearing

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

The City of Santa Clara has deemed the overgrowth of weeds on properties within the City a public nuisance. The City mandates that property owners conduct weed abatement activities through their own means in a timely manner. However, there are some property owners that, even with proper notification, do not comply with the weed abatement orders. As outlined in the City's Municipal Code Chapter 8.15, the City authorizes the Fire Department to abate weeds on any non-compliant property.

DISCUSSION

The Fire Department requests to commence the 2020-2021 Weed Abatement Program for the forthcoming season. It is requested that the City Council, in accordance with Section 8.15 of the City Code, adopt the attached Resolution declaring weeds to be a public nuisance. Additionally, the Fire Department requests that Council authorize the posting of a Notice of Public Hearing scheduled for February 9, 2021, to hear public input regarding the proposed destruction and/or removal of weeds from non-compliant properties. The City contracts with Santa Clara County to perform all weed abatement services within the City.

ENVIRONMENTAL REVIEW

Santa Clara County has determined the Weed Abatement Program to be categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to Guideline 15308.

FISCAL IMPACT

The County's costs of abatement are assessed to the parcel owner and are managed by the County. Costs include inspection, correspondence, abatement services, and cost recovery collection. There is generally no cost to the City other than staff time and expense. However, in the event there is a programmatic shortfall at the County, the City will be charged for the shortfall based on our pro-rata share of expenses; any such shortfall is estimated to be less than \$2,500. Such costs are significantly less than a full abatement program implemented by City staff.

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

1. Adopt a Resolution ordering the abatement of nuisance consisting of growing weeds in the City;
and
2. Set February 9, 2021 as the date for the required Public Hearing.

Reviewed by: Ruben Torres, Fire Chief

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Resolution - 2021_01-12 (Resolution Declaring Weeds a Nuisance)
2. Public Notice - 2021_01-12 (Notice to Destroy Weeds) FOR PUB

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA
DECLARING WEEDS TO BE A PUBLIC NUISANCE AND SETTING
A HEARING DATE FOR THE CITY COUNCIL TO HEAR PUBLIC
INPUT REGARDING THE PROPOSED DESTRUCTION OR
REMOVAL OF WEEDS**

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

WHEREAS, weeds are growing in the City of Santa Clara upon streets, alleys, sidewalks and upon private property; these weeds bear seeds of a wingy or downy nature or may grow and, when dry, become a fire menace or those weeds that are otherwise noxious and dangerous; and,

WHEREAS, Santa Clara City Code § 8.15.030 authorizes the City Council to pass a resolution declaring such weeds to be a public nuisance, and states that unless such a nuisance is abated, the work of abating the nuisance shall be done by the City, with the expenses assessed upon the lots from which the weeds are removed.

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

1. That these weeds constitute and will continue to constitute a public nuisance, and it is ordered that this public nuisance be abated in the manner provided in Title 8 [entitled "Weeds" - § 8.15 et seq.] of Chapter 8 of "The Code of the City of Santa Clara, California" and the "Agreement for the Abatement of Weeds by County of Santa Clara for City of Santa Clara" (a copy is on file in the office of the City Clerk).
2. That on February 9, 2021 at 4:00 p.m., or as soon as the matter may be heard, in the Council Chambers of the City of Santa Clara, public comment regarding the proposed destruction or removal of weeds shall be heard.
3. That the City Manager, or her designee, is hereby directed to cause notice of the adoption of this resolution and notice of this hearing to be given by posting and by publication in the manner and form provided in §§ 8.15.030, 8.15.040 and 8.15.080 of "The Code of the City of

Santa Clara, California.”

4. That the Santa Clara County Agricultural Commissioner is also directed to give notice by mail to the owner or owners of each individual parcel of land upon which weeds will be abated by the City at least ten (10) calendar days prior to such abatement. Before the expiration of the ten-day period, any owner may voluntarily proceed to abate the nuisance. The notice may be given by mail, addressed to the owner at the last known address as shown on the last County Equalized Assessment Roll.

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 ____ DAY OF _____, 2021, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

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

Attachments incorporated by reference: None

City of Santa Clara

Notice to Destroy Weeds

NOTICE IS HEREBY GIVEN that on January 12, 2021, pursuant to the provisions of § 8.15 et seq. of the Code of the City of Santa Clara, California, the City Council passed a resolution declaring that all weeds growing upon any private property or in any public street or alley, as defined in § 8.15.010 of the Code of the City of Santa Clara, constitute a public nuisance; this nuisance must be abated by the removal of the weeds.

NOTICE IS FURTHER GIVEN that property owners shall, without delay, remove all weeds from their property and the abutting half of the street in front and alleys, if any, behind the property and between the lot lines as extended, or the weeds will be destroyed or removed and the nuisance abated by the County authorities, in which case the cost of the destruction or removal will be assessed upon the lots and lands from which or from the front or rear of which, the weeds have been destroyed or removed, and the cost will constitute a lien upon the lots or lands until paid, and will be collected upon the next tax roll upon which general municipal taxes are collected.

All property owners wanting to provide input regarding the proposed destruction or removal of the weeds are hereby notified to attend a meeting, either in person or remotely, of the City Council of the City of Santa Clara to be held in the Council Chambers of the City Hall, 1500 Warburton Avenue, Santa Clara, California, on **February 9, 2021**, at **4:00 p.m.**, to have their comments heard by the City Council. The link for remote attendance can be found on the City of Santa Clara website.

AMERICANS WITH DISABILITIES ACT (ADA). The City complies with the Americans with Disabilities Act (ADA). If you need additional information or assistance, please contact the City's ADA Coordinator at (408) 615-3000.



Agenda Report

21-1221

Agenda Date: 1/12/2021

REPORT TO COUNCIL

SUBJECT

Action on the Award of Purchase Orders to Waterworks Industries, Inc. for Fountain Maintenance and Repair Services through June 30, 2025

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

The Department of Public Works maintains two fountains, one at Franklin Square and one at City Hall. The Parks & Recreation Department maintains one fountain at Civic Center Park on El Camino Real. The fountains require routine maintenance on a regular basis to keep the pumps operating efficiently and the water clean. Routine maintenance includes water testing, debris removal, chemical treatments to prevent algae, tile scrubbing to remove calcium build-up, filter equipment cleaning, and pump adjustments and repairs. The fountains are aging and occasionally need emergency repairs as well. The City contracts for routine fountain maintenance and emergency repair services to ensure that the fountains are kept operational.

DISCUSSION

On September 4, 2020, the City issued a Request for Bid (RFB) for fountain maintenance and repair services using the City's e-procurement system, BidSync. The City received bids from two firms, Waterworks Industries, Inc. (Sunnyvale, CA) and Pacific Water Art, Inc. (Windsor, CA). The Bid Summary is included as Attachment 1.

The RFB required bidders to possess a valid State of California C-53 or C-61/D-35 Contractor's License. Bidders were also required to submit a copy of their valid license with their bids. Pacific Water Art, Inc. had the lowest overall bid, however they did not submit a copy of a valid contractor's license. Additionally, staff confirmed with the California Contractor's License Board that Pacific Water Art did not have one of the required licenses at the time of bid submittal. Consequently, Pacific Water Art's bid was determined to be non-responsive. Waterworks Industries, Inc. submitted a copy of their valid license and was determined to be the lowest, responsive bidder.

Waterworks Industries' bid in the amount of \$62,680 per year was determined to be the lowest responsive and responsible bid. To prevent a disruption of services, staff issued a purchase order (Attachment 2) to Waterworks Industries on October 14, 2020 for services through June 30, 2021 in the amount of \$56,206.

Staff recommends approval of purchase orders for a maximum of four additional one-year extensions at an estimated cost of \$67,680 per year. Actual costs will reflect price adjustments tied to the Consumer Price Index, Producer Price Index, or other relevant industry-specific index acceptable to

staff.

ENVIRONMENTAL REVIEW

The action being considered is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15301 "Existing Facilities," as the activity consists of the repair, maintenance or minor alteration of existing facilities involving no or negligible expansion of the use beyond that presently existing.

FISCAL IMPACT

Funding for this service is budgeted in the Downtown Parking Maintenance District Fund and the General Fund. The FY 2020/21 Operating Budget for the Downtown Parking Maintenance District Fund includes funding to maintain the Franklin Square fountain. The FY 2020/21 Operating Budget for the General Fund includes funding to maintain the fountain at Civic Center Park (Parks-Pools program) and the fountain at City Hall (Landscape Maintenance program). Funding for future years will be incorporated into the budget development process.

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

Authorize the City Manager to approve purchase orders with Waterworks Industries, Inc. for fountain maintenance and repair services through June 30, 2025, subject to the annual appropriation of funds.

Reviewed by: Craig Mobeck, Director of Public Works

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Bid Summary
2. Purchase Order 25250 with Waterworks Industries, Inc.



City of Santa Clara

Attachment 1 Bid Summary

20-1221

Council Date: 01/12/2021

REPORT TO COUNCIL

SUBJECT

Action on the Award of Purchase Orders to Waterworks Industries, Inc. for Fountain Maintenance and Repair Services through June 30, 2025

On September 4, 2020, the City issued a Request for Bid (RFB) for fountain maintenance and repair services using the City's e-procurement system, BidSync. The City received bids from two firms, Waterworks Industries, Inc. (Sunnyvale, CA) and Pacific Water Art, Inc. (Windsor, CA). The bid results are listed in the chart below.

BID SUMMARY	Bid Opening Date: September 4, 2020
Contractor	Total Bid (\$)
Pacific Water Art, Inc.*	\$52,648.00
Waterworks Industries, Inc.	\$62,680.00

*The RFB required bidders to possess a valid State of California C-53 or C-61/D-35 Contractor's License. Bidders were also required to submit a copy of their valid license with their bids. Pacific Water Art, Inc. had the lowest overall bid, however they did not submit a copy of a valid contractor's license. Additionally, staff confirmed with the California Contractor's License Board that Pacific Water Art did not have one of the required licenses at the time of bid submittal. Consequently, Pacific Water Art's bid was determined to be non-responsive. Waterworks Industries, Inc. submitted a copy of their valid license and was determined to be the lowest, responsive bidder.



City of Santa Clara

The Center of What's Possible

City of Santa Clara
Purchasing - City Hall
1500 Warburton Ave.
Santa Clara CA 95050-3796

Supplier: 0000035388
WATERWORKS INDUSTRIES, INC
930 SHILOH RD, BUILDING 38, STE D
WINDSOR CA 94592

Purchase Order

CHANGE ORDER

Dispatch via Print

Purchase Order 25250	Date 10/01/2020	Revision 2 - 11/18/2020	Page 1
Payment Terms 30 Days	Freight Terms FOB Prepaid	Ship Via Common Carrier	
Buyer Todd Ninokata	Phone 408/615-2049	Currency USD	

Ship To: S23
City of Santa Clara
Street - Yard
1700 Walsh Avenue
Santa Clara CA 95050

Attention: Not Specified

Bill To: City of Santa Clara
Finance - Accounts Payable (408-615-2369)
1500 Warburton Ave.
Santa Clara CA 95050-3796

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Delivery Date
1 - 1	MONROE ST BALL FOUNTAIN MAINTENANCE & REPAIR (FRANKLIN SQ)	1.00	JOB	5,850.0000	5,850.00	10/05/2020
2 - 1	SPANISH FOUNTAIN MAINTENANCE & REPAIR (FRANKLIN SQ)	1.00	JOB	5,850.0000	5,850.00	10/05/2020
3 - 1	CIVIC CENTER PARK FOUNTAIN MAINTENANCE & REPAIR	1.00	JOB	11,700.0000	11,700.00	10/05/2020
4 - 1	CITY HALL FOUNTAIN MAINTENANCE & REPAIR	1.00	JOB	12,480.0000	12,480.00	10/05/2020
5 - 1	MATERIALS	1.00	LOT	5,400.0000	5,400.00	10/25/2020
6 - 1	AS-NEEDED REPAIRS AND SERVICE	1.00	JOB	14,440.0000	14,440.00	10/25/2020

THIS IS A BLANKET OR OPEN PURCHASE ORDER FOR FOUNTAIN MAINTENANCE AND REPAIR SERVICES.

PO TERM: 10/01/20-06/30/20

ALL SPECIFICATIONS, REQUIREMENTS AND PRICING PER CITY OF SANTA CLARA BID DPW-32, DATED 9/4/20, AND VENDORS RESPONSE TO SUCH BID DATED 9/14/2020, ARE HEREBY INCORPORATED BY REFERENCE HEREIN. CITY'S TERMS AND CONDITIONS SHALL APPLY TO THIS PURCHASE ORDER AND PREVAIL OVER ANY VENDOR TERMS THAT ARE INCORPORATED WITH VENDORS QUOTE, BID OR PROPOSAL.

PREVAILING WAGE REQUIREMENTS SHALL APPLY TO THIS PURCHASE ORDER. REFERENCE DEPARTMENT OF INDUSTRIAL RELATIONS PROJECT NUMBER: 347470. LABOR COMPLIANCE ADDENDUM IS INCORPORATED HEREIN AND ATTACHED TO THIS PURCHASE ORDER.

DEPARTMENT CONTACT: CHUCK QUANZ (CQUANZ@SANTACLARA.GOV)

The complete contract shall consist of this Purchase Order including the printed Terms and Conditions attached hereto, plus all of the applicable attachments incorporated hereto or by reference herein. In the event of a conflict between the Terms and Conditions of this Purchase Order and the terms and conditions in any other attachment hereto or herein, the terms and conditions of this Purchase Order shall control.

Authorized Signature



City of Santa Clara

The Center of What's Possible

City of Santa Clara
Purchasing - City Hall
1500 Warburton Ave.
Santa Clara CA 95050-3796

Supplier: 0000035388
WATERWORKS INDUSTRIES, INC
930 SHILOH RD, BUILDING 38, STE D
WINDSOR CA 94592

Purchase Order

CHANGE ORDER

Dispatch via Print

Purchase Order 25250	Date 10/01/2020	Revision 2 - 11/18/2020	Page 2
Payment Terms 30 Days	Freight Terms FOB Prepaid	Ship Via Common Carrier	
Buyer Todd Ninokata	Phone 408/615-2049	Currency USD	

Ship To: S23
City of Santa Clara
Street - Yard
1700 Walsh Avenue
Santa Clara CA 95050

Attention: Not Specified

Bill To: City of Santa Clara
Finance - Accounts Payable (408-615-2369)
1500 Warburton Ave.
Santa Clara CA 95050-3796

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Delivery Date
----------	------------------	----------	-----	----------	--------------	---------------

*THIS SECOND REVISION TO PO25250 REPLACES ALL PREVIOUSLY DISPATCHED PURCHASE ORDERS.

Sub-Total 55,720.00

Tax Total SCC (9.00%) 486.00

Total PO Amount 56,206.00

The complete contract shall consist of this Purchase Order including the printed Terms and Conditions attached hereto, plus all of the applicable attachments incorporated hereto or by reference herein. In the event of a conflict between the Terms and Conditions of this Purchase Order and the terms and conditions in any other attachment hereto or herein, the terms and conditions of this Purchase Order shall control.

Authorized Signature

TERMS & CONDITIONS

1. **AGREEMENT:** This Purchase Order, which consists of these standard terms and conditions, and any attachments hereto, evidences acceptance by the City of Santa Clara ("City") of the offer from the provider of goods and services ("Supplier") which are the subject of this Purchase Order and constitutes a binding agreement upon the terms and conditions set forth herein without further action or agreement of Supplier. In the event of conflict between these standard terms and conditions and the provisions of any attachment hereto these standard terms and conditions shall control.
2. **SCHEDULE; TIME OF PERFORMANCE:** Supplier shall supply the goods and perform the services, with the schedule and term, as specified herein. Time is of the essence.
3. **COMPENSATION; SCHEDULE OF PAYMENT:** Compensation, and method of payment, shall be as set forth herein. Supplier shall submit an invoice within thirty (30) calendar days after satisfactory completion of performance. City shall make payment within thirty (30) calendar days after receipt of such invoice. Supplier is responsible for all costs and expenses incident to the performance of this Purchase Order, including without limitation costs, taxes, and all other costs of doing business.
4. **DISCOUNT PERIODS:** Payment discount periods shall be calculated from the later of the date this Purchase Order is completed or the date City receives an acceptable invoice, to the date City's payment is sent.
5. **SALES TAXES:** Supplier shall separately state on all invoices any sales, use or similar taxes imposed by federal or state government applicable to furnishing of the goods; provided, however where a tax exemption is available, such tax shall be subtracted from the total compensation and identified. Exemption certificates will be furnished upon request.
6. **PACKING AND SHIPPING OF GOODS; TITLE AND RISK OF LOSS:** All goods shall be delivered "free on board destination" to the location specified herein, full freight prepaid except for special or expedited orders, which shall be agreed upon prior to shipment. Deliveries of goods shall be made without charge for boxing, crating, carting or storage unless otherwise specified, and goods shall be suitably packed to secure lowest transportation costs, and in accordance with the requirements of common carriers, and in such a manner as to assure against damage from weather or transportation. City's order numbers and symbols must be plainly marked on all invoices, packages, bills of lading and shipping orders. Packing lists shall accompany each box or package shipment. City's count or weight shall be final and conclusive on shipments not accompanied by packing lists. Shipments for two or more destinations when so directed by City shall be shipped in separate boxes or containers for each destination at no extra charge. Title to and risk of loss on all goods pass to City only upon City's acceptance of such goods.
7. **WARRANTIES:** Supplier 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 Supplier's representations regarding its skills and knowledge. Supplier 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. Supplier warrants that all goods and services shall be delivered or performed free of all liens, claims, security interest or encumbrances, will conform to applicable specifications, drawings, descriptions and samples, and will be merchantable, of good workmanship and material, and free from defect. Supplier assumes design responsibility, and warrants that all goods shall be delivered or performed free of design defect and suitable for the purposes intended by City, and that neither purchase, use or resale, nor delivery or performance thereof shall violate any patent, copyright or similar rights. Supplier's warranties shall run to City and shall not be deemed to be exclusive. Supplier agrees to promptly replace or correct any incomplete, inaccurate or defective goods or services at no further cost to City when defects are due to the negligence, errors or omissions of Supplier.
8. **CHANGES:** City shall have the right by written notice to change the extent of the work covered by this Purchase Order, the time or place of delivery, the method of shipment or packaging, or to suspend work. Notice of change must be signed by the Director of Finance ("Director") or his/her designee. Upon receipt of any such notice, Supplier shall promptly make the changes in accordance with the terms of the notice. If Supplier believes that the change will cause an increase or decrease in the cost of or time for performance, then Supplier must deliver to City a statement showing the effect of any such changes within ten (10) calendar days of receipt of the City's notice of change. An equitable adjustment shall be negotiated promptly and the purchase order modified in writing accordingly. Failure of Supplier to submit the statement within the time limit shall constitute its consent to perform the change without increase in compensation or time for performance. Changes may only be made in writing.
9. **TERMINATION FOR DEFAULT OR CONVENIENCE:** City may, by written notice, terminate this Purchase Order in whole or in part for default: (i) if Supplier fails to timely deliver the goods, or perform the services, or if no time is specified, within a reasonable time; (ii) if the goods delivered or services performed are incorrect or unsatisfactory; (iii) if Supplier fails to perform any of the other provisions of this Purchase Order, or so fails to make progress as to endanger performance of this Purchase Order; or (iv) if the Supplier becomes insolvent. If this Purchase Order is terminated for default, City, in addition to all the rights afforded by law, shall have the right to charge Supplier the amount by which the costs of fabricating or procuring the goods or services cancelled from another source exceed the compensation specified herein, and City may offset any such charge against any amounts which had or may become payable to Supplier under this Purchase Order or otherwise. City may, by not less than thirty (30) days written notice to Supplier, terminate this Purchase Order without cause or penalty.
10. **INDEMNITY: TO THE FULLEST EXTENT PERMITTED BY LAW, SUPPLIER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, AGAINST ANY CLAIM, LOSS OR LIABILITY (COLLECTIVELY "CLAIMS"), INCLUDING WITHOUT LIMITATION CLAIMS FOR INJURIES OR DEATH TO PERSONS OR DAMAGE TO OR DESTRUCTION OF PROPERTY, INCLUDING ECONOMIC LOSS, CAUSED BY OR RESULTING FROM THE ACTS OR OMISSIONS OF SUPPLIER, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS PURCHASE ORDER, OR THE BREACH BY SUPPLIER OF ANY OF ITS OBLIGATIONS UNDER THIS PURCHASE ORDER. SUPPLIER'S OBLIGATION TO PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS, SHALL SPECIFICALLY EXTEND TO ANY AND ALL EMPLOYMENT RELATED CLAIMS OF ANY TYPE BROUGHT BY EMPLOYEES, CONTRACTORS, SUBCONTRACTORS OR OTHER AGENTS OF SUPPLIER. SUPPLIER WARRANTS THAT IT IS MEETING ITS OBLIGATIONS UNDER THE AFFORDABLE CARE ACT ("ACT") AND/OR ANY OTHER SIMILAR FEDERAL OR STATE LAW, AND WILL FULLY INDEMNIFY AND HOLD HARMLESS CITY FOR ANY PENALTIES, FINES, ADVERSE RULINGS, OR TAX PAYMENTS ASSOCIATED WITH SUPPLIER'S RESPONSIBILITIES UNDER THE ACT.**
11. **INSURANCE REQUIREMENTS:** Supplier agrees to have and maintain the insurance policies specified by City's Risk Manager. All policies, endorsements, certificates and/or binders shall be subject to review and approval by City's Risk Manager. Supplier shall provide City with applicable certificates and/or endorsements before work commences.
12. **COMPLIANCE WITH THE LAW:** Supplier shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.
13. **GOVERNING LAW; VENUE:** This Purchase Order shall be governed and construed in accordance with the laws of the State of California. The venue of any suit filed by either Party shall be 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 Division.
14. **ASSIGNMENT:** Supplier shall not assign any of the work to be performed under this Purchase Order nor shall Supplier subcontract for complete or substantially completed goods or major components thereof without the Director's prior written consent.
15. **WAIVER:** Supplier agrees that City's waiver of any breach or violation of any provision of this Purchase Order, or acceptance of any performance, or tender of any payment, shall not be deemed a waiver of any other provision or any subsequent breach of the same or any other provision. City's inspection and warranty rights are not waived by payment or any other action by City.
16. **INDEPENDENT CONTRACTOR:** It is understood and agreed that Supplier and all person(s) employed or contracted by Supplier shall act as, and be, an independent contractor and not an employee, agent, joint venture, or partner of City. Supplier has full rights to manage its employees and contractors under this Agreement. Supplier shall retain the right to provide goods or perform services for others during the term of this Purchase Order.
17. **CONFIDENTIAL INFORMATION:** All data, documents, discussions or other information developed or received by or for Supplier in performance of this Purchase Order are confidential and not to be disclosed to any person except as authorized by City, or as required by law.
18. **SUPPLIER'S BOOKS AND RECORDS:** Supplier shall maintain all records evidencing or relating to performance and amounts charged to or paid by City for a minimum period of four (4) years, or for any longer period required by law, from the date of final payment to Supplier pursuant to this Purchase Order. Any such records shall be made available for inspection or audit, at any time during regular business hours, upon written request by City. Copies of such documents shall be provided to City for inspection at City Hall if requested and if practical to do so, otherwise records will be inspected at Supplier's business location.
19. **NON-DISCRIMINATION:** Supplier and all of Supplier's subcontractors 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.
20. **CONFLICTS OF INTEREST:** Supplier certifies that no City officer, employee or authorized representative has any financial interest in the business of Supplier and that no person associated with Supplier has any interest, direct or indirect, which could conflict with the faithful performance of this Purchase Order. Supplier is familiar with the provisions of California Government Code section 87100, *et seq.*, and certifies that it does not know of any facts which would violate these laws. Supplier will promptly advise City if a conflict arises. Supplier has read and agrees to comply with City's Ethical Standards (<http://santalaraca.gov/home/showdocument?id=58299>).
21. **SEVERABILITY:** 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.



Agenda Report

21-1084

Agenda Date: 1/12/2021

REPORT TO COUNCIL

SUBJECT

Action on an Agreement with Jones Lang LaSalle Americas, Inc. (JLL) for Consulting Services for the Development, Implementation and Operation of Comprehensive Tourism Strategy

COUNCIL PILLAR

Promote and Enhance Economic, Housing and Transportation Development
Enhance Community Engagement and Transparency

BACKGROUND

For more than two decades, the City provided funding to the Santa Clara Chamber of Commerce (Chamber) to manage and operate the Santa Clara Convention Center and to provide Convention and Visitors' Bureau (CVB) services. In 2017, Council reviewed Convention Center and CVB models of operation that could help to increase business and visitors, maximize fiscal performance, and enhance the community. Council's vision was to promote the City as a premiere Silicon Valley destination for business and leisure travel which in turn would bring economic benefit to the City overall.

By 2018, Council authorized a series of actions which has allowed for a complete restructure of Convention Center and convention-visitor marketing operations. Since that time a number of significant steps have been taken to create and implement a new operating model for the Convention Center and a new governance structure for overall destination marketing services. These milestones include:

- September 2018 - Completion of TAP audit titled "Santa Clara Convention Center and Convention-Visitors Bureau: Restructuring Operations Can Strengthen Accountability, Performance and Revenue".
- February 2019 - Completion of a competitive RFP process for the management and operation of the Santa Clara Convention Center and development of a Management Agreement. This resulted in the successful selection of Global Spectrum L.P. dba Spectra Venue Management (Spectra).
- April 2019 - Council approved a governance model that established the City as the authority to have direct oversight of Spectra (as the Convention Center operator; the CVB (as the official Destination Marketing Organization/DMO); and the Santa Clara Tourism Improvement District (TID) (as the principal funding source of the CVB).
- May 2019 - Council approved of the continued formation of the new DMO entity and appointed the final composition of the initial Board of Directors.
- July 2019 - Execution of a short-term interim agreement for food and beverage services with Spectra Food Services & Hospitality (previously known as Ovations).

- August 2019 - Completion of a competitive RFP process for food and beverage operations resulting in the successful selection of Levy Premium Foodservice Limited Partnership (Levy).
- August 2019 - The new DMO entity, Silicon Valley/Santa Clara DMO, Inc. incorporated as a California nonprofit mutual benefit corporation.
- September 2019 - Appointment of Silicon Valley/Santa Clara DMO, Inc. Board of Directors and Officers.
- April 2020 - Release of SOQ for Consultant Services for Customer Satisfaction Surveys, Analysis and Reporting. This process completed in June 2020 with the successful selection of Mercantile Systems, Inc.
- November 2020 - Execution of an agreement with Silicon Valley/Santa Clara DMO, Inc. for destination marketing services.

While significant progress has been made to restructure and create a new operating model for convention and visitor-related business and marketing, the work is not complete. Staff requires assistance from industry experts in order to assure that Santa Clara positions itself to maximize our ability capture convention, meeting and leisure business. In addition, there is still much work to be done in the areas of governance and organizational development; finance, operations and service delivery; policy development; sales and marketing; and future goal setting.

DISCUSSION

The support provided by a tourism and hospitality consultant to date has proven to be highly beneficial to the City during the significant transition that has occurred over the past several years. The current contract with the City's tourism and hospitality consultant (Jones Lang LaSalle - JLL) expires on December 31, 2020. To that end, staff initiated a competitive SOQ process.

In September 2020, staff issued a Statement of Qualifications (SOQ) for Consulting Services for the Development, Implementation, and Operation of Comprehensive Tourism Strategy using Periscope S2G (formerly BidSync), the City's e-procurement system. A total of 84 firms viewed the SOQ and four proposals were received by the submittal deadline from:

- Coraggio Group (Portland, OR)
- Jones Lang LaSalle Americas, Inc. (JLL) (San Francisco, CA)
- Resonance Consultancy (Vancouver, BC) and HVS (Chicago, IL)
- The Research Associates (New York, NY)

Proposal Responsiveness: Staff determined all proposals were responsive and met the initial pass/fail review of the stated submittal requirements.

Evaluation Process: Proposals were evaluated and scored independently by a three-member evaluation team (including internal and external representation) from the City Manager's Office, Hyatt Regency Santa Clara (representing the Tourism Improvement District), and California's Great America (representing the new destination marketing organization). The evaluation scores are summarized in the table below:

Criteria	Maximum Points	Corragio Group	JLL	Resonance Consultancy	The Research Associates
Experience/Skills	50	37	42	37	25
Project Approach/Availability	25	18	20	14	6
Fees	25	15	20	20	10
TOTAL	100	70	82	71	41

Award Recommendation: Staff recommends award of agreement to Jones Lang LaSalle Americas, Inc. as the most advantageous and best value proposal per the evaluation criteria set forth in the SOQ. JLL demonstrated a high level of expertise and a long history of providing tourism support for destinations throughout the Country. JLL proposed a detailed and seamless approach to the work, a high level of understanding of the needs and interest of the City, and had successfully advised several destinations of similar size and focus such as Charlotte NC, Philadelphia PA, and Miami Beach FL.

References were checked with City of Rochester, Experience Rochester Corporation, and Greater Raleigh Convention & Visitors Bureau. All references came back positive.

Notice of Intended Award: A Notice of Intended Award (NOIA) announcing the City's recommended consultant was published November 20, 2020. The SOQ process included a ten-day protest period; no protests were received.

Term of Agreement: The initial term of the proposed agreement will be two years. The City may exercise up to three one-year options to extend the agreement at the end of the initial term, at the sole discretion of the City and subject to the appropriation of funds.

Summary of Agreement: The scope of work for the proposed Agreement includes activities related to the continued organizational, operational and policy development of the DMO; DMO CEO leadership development; strengthening Convention Center operations, strategic planning, goal setting and performance measure reporting, completing mid-year and year-end operations assessments of the DMO and the Convention Center, and ongoing support and advisement to the City. Additionally, JLL will assist the City in implementing an effective Customer Satisfaction Survey Program (CSSP), support a new proactive sales approach for all partners, and provide support to the Santa Clara Tourism Improvement District (TID).

Cost Summary: The initial term of the Agreement is for a total not-to-exceed amount of \$300,000 (\$150,000 annually) inclusive of all expenses. All consultant hourly rates and fees are firm-fixed for the Initial Term of the Agreement.

The cost for the option years after the initial two-year term shall be based on renewal quotes from JLL and any requests for compensation increases must be justified by JLL and are subject to City's acceptance.

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 organization or administrative activity that will not result in direct or indirect changes to the environment.

FISCAL IMPACT

A 60/40 cost share strategy will be utilized for this agreement. Sufficient funding is available in the Santa Clara Convention Center Contingency Fund and in the TID/DMO FY 2020/21 Operating Budget. Sixty percent of the contract amount, \$180,000, will be funded by the Santa Clara Convention Center Contingency Fund and 40%, \$120,000, will be funded by TID/DMO Funds. The total cost for services will not exceed \$300,000. The TID/DMO will follow the appropriate process to allocate funding for FY 2021/22.

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

1. Approve and authorize the City Manager to execute an agreement with Jones Lang LaSalle Americas, Inc. to provide consulting services for the development, implementation and operation of a comprehensive tourism strategy retroactive to January 1, 2021 and ending on or about December 31, 2023 for a total maximum amount not-to-exceed \$300,000 subject to the appropriation of funds;
2. Authorize the City Manager to execute any minor or administrative amendments to the Agreement which do not increase the compensation for the Agreement.
3. Authorize the City Manager to execute up to three one-year options to extend the term of the agreement after the initial term through December 31, 2026 for ongoing consulting services, subject to the appropriation of funds.

Reviewed by: Ruth Mizobe Shikada, Assistant City Manager

Approved by: Deanna J, Santana, City Manager

ATTACHMENTS

1. Agreement with Jones Lang LaSalle Americas, Inc.

**AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
JONES LANG LASALLE AMERICAS, INC.**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Jones Lang LaSalle Americas, Inc., a California corporation (Consultant). City and Consultant may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. 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

- A. 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

Exhibit D – Notice of Exercise of Option to Extend Agreement

- B. 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 1, 2021 and terminate on December 31, 2023.
- B. After the initial Term, the City reserves the right, at its sole discretion, to extend the term of this Agreement for up to three (3) additional one-year terms through December 31, 2026 ("Option Periods"), subject to the appropriation of funds. See Exhibit D for Notice of Exercise of Option to Extend Agreement Form.

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 **Three Hundred Thousand Dollars (\$300,000)**, 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 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 CONSULTANT

Consultant and all person(s) employed by or contracted with Consultant to furnish labor and/or materials under this Agreement are independent Consultants 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 third party 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: City Manager's Officer
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at rshikada@santaclaraca.gov, and
manager@santaclaraca.gov

And to Consultant addressed as follows:

Jones Lang LaSalle Americas, Inc.
1 Front Street
San Francisco, CA 94111
and by e-mail at dan.fenton@am.jll.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 (FORM 700)

In accordance with the California Political Reform Act (Government Code Section 81000 et seq.) and the City's Conflict of Interest Code, Contractor shall cause each person who will be principally responsible for providing the service and deliverables under this Agreement as having to file a Form 700 to do each of the following:

- A. Complete and file the Form 700 no later than thirty (30) calendar days after the date the person begins performing services under the Agreement and all subsequent Form 700s in conformance with the requirements specified in the California Political Reform Act; and
- B. File the Form 700 with the City's Clerk Office.

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"

JONES LANG LASALLE AMERICAS, INC.
a California corporation


Dated: 12/8/2020 _____
By (Signature): _____  _____
Name: Daniel Fenton _____
Title: Executive Vice President _____
Principal Place of
Business Address: 1 Front Street #2100 San Francisco, CA 94111 _____
Email Address: dan.fenton@am.jll.com _____
Telephone: () 831-298-7215 _____
Fax: () _____
"CONSULTANT"

EXHIBIT A

SCOPE OF SERVICES

The Services to be performed for the City by the Consultant under this Agreement are set forth below.

The Scope of Services, including Exhibit A and Consultant's proposal, are incorporated by reference to the extent not inconsistent with the Agreement.

1. GENERAL INFORMATION

- 1.1. Consultant shall work with the City, DMO, Santa Clara Convention Center and TID to guide the City and key stakeholders in the development and implementation of a renewed and comprehensive tourism strategy to increase sustainable economic growth and development and increase visitor and group business in Santa Clara. Focus areas include but are not limited to organizational development; strengthening operations and service delivery; policy development; sales and marketing efforts; and enhancing collaboration with all stakeholders. Additionally, Consultant shall work with the City, DMO, Santa Clara Convention Center, and TID to identify key niches and gaps in the local and greater surrounding areas that will help to differentiate the Santa Clara community and its tourism assets from other destination locations.
- 1.2. Consultant services shall be performed under the direction of the City Manager's Office.

2. DESCRIPTION OF SERVICES

- 2.1. Consultant shall provide professional consulting services, including but not limited to analysis and benchmarking based on best practices across all markets, to the City on an as-needed basis. Under this agreement, Consultant shall perform the following services (collectively referred to as "Services") under the direction of the City Manager's Office:
 - 2.1.1. Destination Marketing Organization (DMO)
 - 2.1.1.1. Assist the DMO with continued operational and policy development. Areas of focus include, but is not limited to, governance, administration, and finance.
 - 2.1.1.2. Work with City's contract administrator with initial oversight of service agreement including the development of effective and efficient reporting mechanisms for the DMO to report on progress of key performance indicators such as budget, and sales and marketing goals.

- 2.1.1.3. Work with City and key stakeholders to develop first-year goals; assist the DMO with the creation of an actionable strategic plan for the next three to five years.
- 2.1.1.4. Work with the new CEO to lead DMO efforts and formalize staffing plan.
- 2.1.1.5. Work with the DMO to develop initial marketing plan, including providing assistance with and facilitation of a Request for Proposal process for branding/website and marketing services.
- 2.1.1.6. Provide functional organization support and guidance; perform other duties as needed to support the successful development and implementation of the new DMO; act as an overall advisor in this effort.
- 2.1.1.7. Represent the City's interest in supporting DMO operations and advise City on any issues that arise.
- 2.1.1.8. Once an agreement is established between the City and the DMO, provide a mid-year and year-end assessment report on the DMO's progress, success measures and pace for future goals.
- 2.1.1.9. Review and report back to City on DMO's performance measures.
- 2.1.2. Santa Clara Convention Center
 - 2.1.2.1. Review Convention Center (venue operator and food and beverage operator) monthly and quarterly narrative and financial reports and work with City contract administrator on performance improvements as needed.
 - 2.1.2.2. Provide functional operational support and guidance; perform other duties as needed to support successful operations, event management and sales at the Center.
 - 2.1.2.3. Represent the City's interest in supporting Convention Center operations and capital improvement projects and advise City on any issues that arise.
 - 2.1.2.4. Conduct mid-year and year-end operational assessment and provide a summary report to the City on operational standards, service levels and overall Convention Center operational performance.

2.1.2.5. Review and report back to City on Convention Center performance measures.

2.1.3. Meetings and Communication

2.1.3.1. Regular communication and interface with collaborative partners: City, DMO, Convention Center, TID, etc.

2.1.3.2. Active attendance, participation and/or facilitation at related meetings included Board of Directors meetings, planning meetings, capital project meetings, and City Council meetings.

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 **Three Hundred Thousand Dollars (\$300,000)** during the Initial 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 shall be performed unless both Parties execute an Amendment outlining the services requested and compensation agreed for such services.

2. FEES

- 2.1. The City will pay Consultant based on the fees below for services provided.

Description	Hourly Rate
Dan Fenton – Executive Vice President	\$275/HR
Bethanie DeRose – Vice President	\$225/HR

- 2.2. Monthly compensation shall not exceed a total of \$12,500.
- 2.3. Pricing shall be firm fixed for the Initial Term of the Agreement.
- 2.4. Price Adjustments: Consultant may request adjustments to compensation rates prior to any one-year option to renew the Agreement after the Initial Term. Price increase requests must be tied to CPI, PPI, living wage, or relevant industry specific index. Request for increase must be fully documented by Consultant. Price adjustments are subject to City's approval.

3. INVOICING

- 3.1. Consultant shall invoice the City on a monthly basis for Services provided by Consultant during the preceding month and shall provide the invoice in an format approved by the City, supporting narrative documentation, and is subject to verification and approval by City.
- 3.2. City will pay Consultant within thirty (30) days of City's receipt of an approved invoice.

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 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 Consultant'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 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 (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, Consultant and/or its subconsultants 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 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 indemnitied 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, from Consultant, 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, from Consultant, 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

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 emailed to:

ctsantaclara@ebix.com

Or mail to:

EBIX Inc.
City of Santa Clara City Manager's Office
P.O. Box 100085 – S2
Duluth, GA 30096

Telephone number: 951-766-2280
Fax number: 770-325-0409

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.

EXHIBIT D
NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT

AGREEMENT TITLE:	
CONSULTANT:	
DATE:	

Pursuant to Section ___ of the Agreement referenced above, the City of Santa Clara hereby exercises its option to extend the term under the following provisions:

OPTION NO.	# of #
-------------------	---------------

NEW OPTION TERM

Begin date:	
End date:	

☐ **CHANGES IN RATE OF COMPENSATION**

Percentage change in CPI upon which adjustment is based:	
--	--

Pursuant to Section ___ of the Agreement the rates of compensation are hereby adjusted as follows:
(use attachment if necessary)

MAXIMUM COMPENSATION for New Option Term:	
--	--

For the option term exercised by this Notice, City shall pay Consultant an amount not to exceed the amount set forth above for Consultant's services and reimbursable expenses, if any. The undersigned signing on behalf of the City of Santa Clara hereby certifies that an unexpended appropriation is available for the term exercised by this Notice, and that funds are available as of the date of this signature.

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



Agenda Report

21-1224

Agenda Date: 1/12/2021

REPORT TO COUNCIL

SUBJECT

Action on a Professional Services Agreement Between Northern California Power Agency and the Cities of Palo Alto and Santa Clara for Consulting Services Related to Electric Transmission, Power Generation, Regulatory and Electric Market Design

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

The City of Santa Clara and its Electric Department, Silicon Valley Power (SVP), participate in the California energy industry and are subject to regular changes in regulation and market requirements developed by the California Independent System Operator (CAISO), California Energy Commission (CEC) and other agencies that can have large impacts on customer rates and reliability. In order to analyze these changes and to make effective and appropriate comments, SVP has contracted with Northern California Power Agency (NCPA) to obtain the assistance of industry transmission experts. The Cities of Santa Clara and Palo Alto jointly contracts with NCPA as the Bay Area Municipal Transmission (BAMx) participants and NCPA contracts with the appropriate industry experts to provide the services. The BAMx participants have been contracting out these services for the last 17 years. The current contract is set to expire on December 31, 2020.

NCPA sent out a Request for Proposals (RFP) to find the appropriate consultant to provide such services. Of the two responding entities, NCPA found that Flynn Resources Consultant Inc. (Flynn RCI) was the most responsive to the request, as well as being highly experienced and qualified to provide the necessary services. These services include monitoring CAISO and PG&E transmission planning activities, analyzing specific cost impacts, meeting participation, coordinating with affected or other parties, and, as necessary, preparing formal position submittals to the CAISO, CEC and other parties on transmission and grid planning issues.

DISCUSSION

Approval of this Professional Services Agreement will allow for ongoing representation in forums related to California and Bay Area specific Transmission and grid planning. Without this input and assistance, changes in regulations and markets made by the CAISO, CEC and other industry agencies could have costly impacts on SVP electric customers and their rates.

After negotiating with Flynn RCI, the parties tentatively agreed to a 5-year term with labor rates fixed at their current level throughout the term of the agreement. SVP's portion of the total compensation shall not exceed \$2,465,625 and the annual SVP expenditure will be capped at \$493,125. SVP's portion of the agreement is 75% of the total contract amount with Palo Alto paying the remaining 25%.

This recommendation is pursuant to Section 2.105.290(b)(3) of the Santa Clara Purchasing Code that exempts the City from conducting its own bidding process as follows: "Direct purchases from vendors on terms obtained pursuant to formal bidding processes that name the City either specifically or categorically as a third party beneficiary of the bidding process or in the case where the vendor agrees to extend such participation to the City."

ENVIRONMENTAL REVIEW

The actions being considered do 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 commitment to a specific project which may result in potential significant impact on the environment.

FISCAL IMPACT

The cost to SVP for services under the proposed agreement shall not exceed \$493,125 annually for a total not to exceed amount of \$2,465,625 over a five (5) year term. Sufficient funds are available in the FY 2020/21 Electric Utility Operating Fund. Funding in the out years is subject to budget appropriations and will be incorporated into the budget development process for those years.

The not-to-exceed amount of the proposed agreement annually is \$657,500 for a total maximum compensation of \$3,287,500 over the five-year term ending on December 31, 2025. SVP is responsible for 75% of the total compensation and the City of Palo Alto is responsible for 25%.

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

Authorize the City Manager to execute the Professional Services Agreement between Northern California Power Agency and the Cities of Palo Alto and Santa Clara (the "Bay Area Municipal Transmission Services Agreement" or "BAMx Agreement") in an amount not to exceed \$493,125 annually for a total not to exceed amount of \$2,465,625 over the five year term of the agreement.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Professional Service Agreement with Northern California Power Agency



**PROFESSIONAL SERVICES AGREEMENT BETWEEN
NORTHERN CALIFORNIA POWER AGENCY
AND THE CITIES OF PALO ALTO AND SANTA CLARA
(THE "BAY AREA MUNICIPAL TRANSMISSION SERVICES AGREEMENT" OR "BAMx
AGREEMENT")**

This Professional Services Agreement ("Agreement") is made by and between the Northern California Power Agency ("NCPA"), a joint powers agency, and the Cities of Palo Alto and Santa Clara (each referred to as a "Contracting Member" and jointly referred to as "Contracting Members" or "BAMx Participants"). NCPA and the Contracting Members are together sometimes referred to herein individually as a "Party" and collectively as "the Parties."

This Agreement is made as of January 1, 2021 (the "Effective Date") in Roseville, California.

Section 1. RECITALS

This Agreement is entered into based on the following facts, among others:

1.1 NCPA is a public agency created by a joint powers agreement established under California law for the purpose of assisting its members in the efficient use of their common powers.

1.2 Contracting Members are engaged in, among other things, transmitting and distributing electric power within their respective corporate limits. Contracting Members are also each a member of NCPA. Contracting Members jointly desire that NCPA provide Contracting Members with the Services described in this Agreement.

1.3 Article III, section 3 of the "Amended and Restated Northern California Power Agency Joint Powers Agreement" (as amended and effective January 1, 2008) (hereinafter "JPA") entitled "Powers and Functions" provides that "none of the debts, liabilities or obligations of NCPA shall be the debts, liabilities or obligations of any of the members of NCPA unless assumed in a particular case by resolution of the governing body of the member to be charged." Notwithstanding the foregoing, Article V, section 1 of the JPA entitled "General Provisions" provides that "[t]he governing Commission of NCPA is authorized to procure public liability and other insurance as it deems advisable to protect NCPA and each of the parties hereto, charging the cost thereof to the operating costs of NCPA."

1.4 Contracting Members desire to secure NCPA's Services under this Agreement in a manner that balances their interests and the interests of other NCPA Members with the ongoing financial viability and professional responsibilities of NCPA. Accordingly, Contracting Members desire to secure NCPA's Services under this Agreement by accepting a limited insurance based recourse against NCPA, with the option of procuring additional insurance at Contracting Members' sole expense. By so doing, the Parties thereby ensure that NCPA will substantially limit its risk for the provision of such Services and allocates risks back to the Contracting Members in the event NCPA is not adequately insured.

1.5 The Parties have previously entered into a professional services agreement for this same purpose dated as of July 1, 2016 ("the Prior Agreement") the term of which ends on June 30, 2017.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth, NCPA and Contracting Members agree as follows:

Section 2. DEFINITIONS

Whenever used in this Agreement with initial capitalization, these terms shall have the following meanings as applicable, whether in the singular or plural:

2.1 "Consultant" shall mean Flynn Resource Consultants Inc.

2.2 "Consulting Services Agreement" shall mean the Consulting Services Agreement Between the Northern California Power Agency and Flynn Resource Consultants Inc., dated as of January 1, 2021, as such may be amended from time to time.

2.3 "Good Utility Practice" shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result of the lowest reasonable cost consistent with good business practices, reliability, safety and expedition and the requirements of the Northern American Electric Reliability Corporation ("NERC") or Western Electric Coordinating Council ("WECC") Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

2.4 "NCPA Members" shall mean the signatories to the JPA or those agencies which have executed an Associate Member Agreement with NCPA.

2.5 "Stranded Costs" shall mean all costs incurred by NCPA in providing Services to Contracting Members under this Agreement that could not reasonably be avoided by NCPA from the date it receives a written Notice of Termination. Such costs may include, but not be limited to, salary and employment costs, rent, utilities, or contracts incurred to provide Services under this Agreement. In this regard, Contracting Members acknowledge that NCPA will be entering into professional services agreements with third persons under the terms of this Agreement, and that sums owing to such third persons may become Stranded Costs upon termination of this Agreement.

2.6 "Uncontrollable Forces" shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm, flood, earthquake, explosion, any curtailment, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities or any other cause beyond the reasonable control which could not be avoided through the exercise of Good Utility Practice.

Section 3. SERVICES TO BE PROVIDED; AUTHORIZED REPRESENTATIVES; STANDARD OF PERFORMANCE

3.1 This Agreement is entered into by the Parties in order for NCPA to provide services to Contracting Members for the services described in Exhibit A hereto ("Services"). The Services do not include supervision of the performance of any of the third persons with whom contracts are entered into; such supervision shall be provided by the Contracting Members.

3.2 The following are the authorized representatives of the Parties ("Authorized Representatives") for contract administration purposes under this Agreement:

NCPA:

Tony Zimmer, Tony.Zimmer@ncpa.com
Assistant General Manager
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678
916-781-4207
Fax 916-781-4255

PALO ALTO:

Debra Lloyd, Debra.Lloyd@cityofpaloalto.org
Utilities Compliance Manager
City of Palo Alto
P.O. Box 10250
Palo Alto, CA 94303
650-329-2369
Fax: 650-326-1507

SANTA CLARA:

Basil Wong, bwong@SantaClaraCA.gov
Electric Division Manager
881 Martin Ave.
Santa Clara, CA 95050
408-615-6658
Fax: 408-261-2717

No Authorized Representative is authorized to amend any provision of this Agreement except in accordance with Section 12.16.

3.3 Standard of Performance. NCPA will perform the Services using that level of skill and attention reasonably required to complete the Services in a competent and timely manner.

3.4 Assignment of Personnel. NCPA shall assign only competent personnel to perform Services pursuant to this Agreement. In the event that Contracting Members, in their sole discretion, at any time during the term of this Agreement, jointly desire the reassignment of any such persons, NCPA shall, immediately upon receiving notice from each Contracting Member of such desire of the Contracting Members, reassign such person or persons.

3.5 Time. NCPA shall devote such time to the performance of Services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 3.3, above and to satisfy NCPA's obligations hereunder.

Section 4. TERM AND TERMINATION

4.1 Authorization to Perform Services. NCPA is not authorized to perform any Services or incur any costs whatsoever under the terms of this Agreement until its receipt of a written resolution and/or other appropriate/applicable authorization from each Contracting Member's governing body confirming each Contracting Member's authority to enter into this Agreement and confirming that each Contracting Member has allocated funds for and approved contract payments to NCPA under this Agreement.

4.2 Term. The term of this Agreement shall begin on the Effective Date and shall end on December 31, 2025.

4.3 Early Termination and Stranded Costs. This Agreement may be terminated by either NCPA or by the Contracting Members, upon 30 days written notice to all other Parties ("Notice of Termination"). Provided, however, that a Notice of Termination on behalf of the Contracting Members shall be executed by each Contracting Member to be effective.

In the event of an early termination, Contracting Members shall pay NCPA for all fees and costs required under this Agreement through the effective date of their Notice of Termination plus all Stranded Costs. Upon payment of the above amounts, no Parties shall have any further obligations under this Agreement except as otherwise set forth in Section 5.7 regarding the survival of defense and indemnity obligations.

Section 5. INDEMNITY AND INSURANCE

5.1 Limitation of NCPA's Liability.

5.1.1 Except as provided in this section 5.1, NCPA shall not at any time be liable for any injury or damage occurring to Contracting Members or any other person or property from any cause whatsoever arising out of this Agreement.

5.1.2 The provisions of section 5.1.1 shall not apply where the injury or damage occurring to Contracting Members is caused by the negligence of NCPA or of any employee, agent or contractor of NCPA; provided that any liability under this subsection is limited to the extent of the actual coverage and coverage limits of the NCPA insurance policies described in this Section 5.

5.1.3 Notwithstanding Section 5.1.2 above, the Contracting Members agree to reimburse NCPA, in a timely manner, for all deductibles and/or self-insured retentions payable for any claim, liability or damage arising out of this Agreement.

5.2 Indemnification of NCPA. Except as specified in Section 5.1.2 above, Contracting Members shall, at their sole cost and expense, indemnify and hold harmless NCPA and all associated, affiliated, allied, member and subsidiary entities of NCPA, now existing or hereinafter created, and their respective officers, boards, commissions, employees, agents, attorneys, and contractors (hereinafter referred to as "Indemnitees"), from and against any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees arising out of this Agreement.

5.3 Defense of Indemnitees. In the event any action or proceeding shall be brought against the Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, Contracting Members shall, upon reasonable prior written notice from any of the Indemnitees, at Contracting Members' sole cost and expense, resist and defend the same with legal counsel mutually selected by Indemnatee and the Contracting Members, unless mutual selection of counsel is expressly prohibited by an applicable insurance policy; provided however, that neither Indemnatee nor Contracting Members shall admit liability in any such matter or on behalf of the other without express written consent, which consent shall not be unreasonably withheld or delayed, nor enter into any compromise or settlement of any claim for which Indemnitees are indemnified hereunder without prior express written consent. The Contracting Members' duty to defend shall begin upon receipt of a written notice identifying with specificity the allegations that give rise to this duty to defend.

5.4 Notice. The Parties shall give each other prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Section 5.

5.5 Insurance. During the term of the Agreement and prior to beginning any work under this Agreement, NCPA shall maintain, or cause to be maintained, in full force and effect, and at its sole cost and expense, the types and limits of insurance as are annually approved by the governing Commission of NCPA. NCPA warrants and represents that the types of insurance and coverage limits that are approved by the governing Commission of NCPA are in full force and effect and shall remain so during the term of this Agreement unless NCPA gives prior written notification (of not less than 15 days) of modification, cancellation or rescission of such coverage.

5.6 Contracting Members' Acknowledgment of Option to Secure Additional Insurance. The Contracting Members acknowledge that there are limitations on NCPA's liability to the Contracting Members under this Section 5 and that the Contracting Members may need to purchase additional insurance of their own to cover the additional risks and the potential additional liabilities they are assuming under this Agreement. Contracting Members agree that they will, with respect to any additional insurance they obtain or which is otherwise available to Contracting Members, cause their insurers to issue an endorsement providing a waiver of subrogation rights as to Indemnitees.

5.7 Survival of Obligations. The defense and indemnity obligations of Section 5 shall survive the termination of this Agreement.

Section 6. COMPENSATION

6.1 Charges for Services. Charges for the Services shall be billed separately to each Contracting Member in accordance with Exhibit B of this Agreement.

6.2 Security Deposit. Contracting Members shall each maintain on deposit in its General Operating Reserve Account held at NCPA the sum of Zero Dollars (\$0) as security to NCPA for liabilities NCPA could incur under this Agreement. Contracting Members hereby authorize NCPA to reserve and commit this sum in its General Operating Reserve Account for the payment of the aforementioned liabilities should same become necessary. Interest on monies held by NCPA pursuant to this section shall be credited in accordance with the then standard practices of NCPA relating to the General Operating Reserve Account.

Section 7. BILLING AND PAYMENT

7.1 Invoices. NCPA shall submit invoices to Contracting Members, not more often than once a month during the term of this Agreement, for Services performed and reimbursable costs incurred prior to the invoice date.

7.2 Monthly Payment. Contracting Members shall make monthly payments, based on invoices received, for Services performed, and for authorized reimbursable costs incurred. Contracting Members shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay NCPA. Any amount due on a day other than a business day, i.e., any day except a Saturday, Sunday, or a Federal Reserve Bank holiday, may be paid on the following business day.

If all or any portion of a bill is disputed by Contracting Members, the entire amount of the bill shall be paid when due, and NCPA's Authorized Representative shall be concurrently provided written notice of the disputed amount and the basis for the dispute. NCPA shall reimburse any amount determined to have been incorrectly billed, within ten (10) days after such determination.

Amounts which are not paid when due shall bear interest computed on a daily basis until paid at the lesser of (i) the per annum prime rate (or reference rate) of the Bank of America NT & SA, or its successor, then in effect, plus two per cent (2%) or (ii) the maximum rate permitted by law. The provisions of this Section 7 shall survive expiration of this Agreement until satisfied.

7.3 Contracting Members shall pay for the Services pursuant to this Agreement. Contracting Members shall not pay any additional sum for any expense or cost whatsoever incurred by NCPA in rendering Services pursuant to this Agreement. Contracting Members shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall NCPA submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment in accordance with this Agreement.

7.4 Hourly Fees. Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the following fee schedule attached hereto as Exhibit B.

7.5 Reimbursable Expenses. Reimbursable expenses are specified in Exhibit B. Expenses not listed in Exhibit B are not chargeable to Contracting Members. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

7.6 Payment of Taxes. NCPA is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

7.7 Payment upon Termination. In the event that Contracting Members or NCPA terminates this Agreement pursuant to Section 4, Contracting Members shall compensate the NCPA for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written Notice of Termination. NCPA shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

7.8 Authorization to Perform Services. NCPA is not authorized to perform any Services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from each of the Contracting Members' Authorized Representative following receipt of the required approvals under the terms of this Agreement.

7.9 The addresses of Contracting Members to which invoices shall be sent is:

Debra Lloyd
Utilities Compliance Manager
City of Palo Alto
P.O. Box 10250
Palo Alto, CA 94303
650-329-2369
Fax: 650-326-1507

Basil Wong
City of Santa Clara
Attn: Electric Department
1500 Warburton Ave
Santa Clara, CA 95050
bwong@svpower.com
408-615-6688
Fax: 408-261-2717

Section 8. STATUS OF NCPA; FACILITIES AND EQUIPMENT

8.1 Independent Contractor. At all times during the term of this Agreement, NCPA shall be an independent contractor and shall not be an employee of Contracting Members. Contracting Members shall have the right to control NCPA only insofar as the results of NCPA's Services rendered pursuant to this Agreement and assignment of personnel pursuant to Section 3.4; however, otherwise Contracting Members shall not have the right to control the means by which NCPA accomplishes Services rendered pursuant to this Agreement. Notwithstanding any other agency, state, local or federal policy, rule, regulation, law, or ordinance to the contrary, NCPA and any of its employees, agents, and subcontractors providing Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by Contracting Members, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of Contracting Member and entitlement to any contribution to be paid by Contracting Members for employer contributions and/or employee contributions for PERS benefits.

8.2 Facilities and Equipment. The facilities and equipment that may be necessary to perform the Services required by this Agreement shall be provided as follows: **None.**

Section 9. UNCONTROLLABLE FORCES

9.1 Obligations of the Parties, other than those to pay money when due, shall be excused for so long as and to the extent that failure to perform such obligations is due to an Uncontrollable Force; provided, however, that if either Party is unable to perform due to an Uncontrollable Force, such Party shall exercise due diligence to remove such inability with reasonable dispatch. Nothing contained in this Agreement shall be construed as requiring a

Party to settle any strike, lockout, or labor dispute in which it may be involved, or to accept any permit, certificate, contract, or any other service agreement or authorization necessary for the performance of this Agreement which contains terms and conditions which a Party determines in its good faith judgment are unduly burdensome or otherwise unacceptable.

9.2 Each Party shall notify the other promptly, by telephone to the other Party's operating personnel and Authorized Representative identified in Section 3.2, upon becoming aware of any Uncontrollable Force which may adversely affect the performance under this Agreement. A Party shall additionally provide written notice in accordance with Section 12.8 to the other Party within 24 hours after providing. Each Party shall notify the other promptly, when an Uncontrollable Force has been remedied or no longer exists.

Section 10. LEGAL REQUIREMENTS

10.1 Governing Law. The laws of the State of California shall govern this Agreement, without regard for the choice of law doctrine.

10.2 Compliance with Applicable Laws. NCPA and any subcontractors shall comply with all laws applicable to the performance of the Services hereunder.

10.3 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, NCPA and any subcontractors shall comply with all applicable rules and regulations to which Contracting Member is bound by the terms of such fiscal assistance program.

10.4 Licenses and Permits. NCPA represents and warrants to Contracting Member that NCPA and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that is legally required to practice their respective professions. NCPA represents and warrants to Contracting Member that NCPA and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions.

10.5 Nondiscrimination and Equal Opportunity. NCPA shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by NCPA under this Agreement. NCPA shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of NCPA thereby.

Section 11. KEEPING AND STATUS OF RECORDS.

11.1 Records Created as Part of NCPA's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that NCPA prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Contracting Members. NCPA hereby agrees to deliver

those documents to the Contracting Members upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the Contracting Members and are not necessarily suitable for any future or other use. Contracting Members and NCPA agree that, until final approval by Contracting Members, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties, except as may otherwise be required by applicable law.

11.2 NCPA's Books and Records. NCPA shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the Contracting Members under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the NCPA to this Agreement.

11.3 Inspection and Audit of Records. Any records or documents that Section 11.2 of this Agreement requires NCPA to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Contracting Member. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of any Contracting Member or as part of any audit of any of the Contracting Members, for a period of three (3) years after final payment under the Agreement.

11.4 Confidential Information and Disclosure. During the term of this Agreement, any Party ("Disclosing Party") may disclose confidential, proprietary or trade secret information (the "Information"), to another Party ("Receiving Party"). All such Information made available in a tangible medium of expression (such as, without limitation, on paper or by means of magnetic tapes, magnetic disks or other computer media) shall be marked in a prominent location to indicate that it is the confidential, proprietary and trade secret information of Disclosing Party at the time of disclosure to Receiving Party. Receiving Party shall hold Disclosing Party's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. Receiving Party shall not attempt to reverse engineer or in any manner create any product or information which is similar in appearance to or based on the Information provided by Disclosing Party. Receiving Party shall not disclose Disclosing Party's Information to any person other than Receiving Party's employees, agents, contractors and subcontractors who have a need to know in connection with this Agreement.

Receiving Party's confidentiality obligations hereunder shall not apply to any portion of Disclosing Party's Information which:

- (a) Has become a matter of public knowledge other than through an act or omission of Receiving Party;
- (b) Has been made known to Receiving Party by a third party in accordance with such third party's legal rights without any restriction on disclosure;
- (c) Was in the possession of Receiving Party prior to the disclosure of such Information by Disclosing Party and was not acquired directly or indirectly from the other Party or any person or entity in a relationship of trust and confidence with the other Party with respect to such Information;
- (d) Receiving Party is required by law to disclose; or

- (e) Has been independently developed by Receiving Party from information not defined as "Information" in this Agreement, as evidenced by Receiving Party's written records.

Receiving Party shall return or destroy Disclosing Party's Information (including all copies thereof) to Disclosing Party promptly upon the earliest of any termination of this Agreement or the Disclosing Party's written request. Notwithstanding the foregoing, Receiving Party may retain one copy of such Information solely for archival purposes, subject to the confidentiality provisions of this Agreement. The parties understand that each Party is a public entity and is subject to the laws that may compel either to disclose information about the other's business.

Section 12. MISCELLANEOUS PROVISIONS

12.1 Attorneys' Fees. If a Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that Party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

12.2 Venue. In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.

12.3 Severability. If any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid, void or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable by federal or state statute or regulation, but the remaining portions of the Agreement can be enforced without failure of material consideration to any Party, then the remaining provisions shall continue in full force and effect. To that end, this Agreement is declared to be severable. Provided, however, that in the event any provision is declared to be invalid, void or unenforceable, any Party may terminate this Agreement upon 10 days written notice given within five (5) days of receipt of notice of final entry of judgment.

12.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

12.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

12.6 Use of Recycled Products. NCPA shall endeavor to prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

12.7 Conflict of Interest. NCPA shall not employ any Contracting Members' official or employee in the work performed pursuant to this Agreement. No officer or employee of Contracting Member shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

12.8 Notices. Unless this Agreement requires otherwise, any notice, demand or request provided for in this Agreement, or served, given or made shall become effective when

delivered in person, or sent by registered or certified first class mail, to the persons specified below:

NCPA:

Tony Zimmer
Assistant General Manager – Power Management
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

With a copy to:

Jane Luckhardt – General Counsel
Northern California Power Agency
651 Commerce Drive,
Roseville, CA 95678

PALO ALTO:

Dean Batchelor
Director of Utilities
City of Palo Alto
P.O. Box 10250
Palo Alto, CA 94303

With a copy to:

Amy Bartell, Senior Deputy City Attorney
City of Palo Alto
c/o City Attorney's office
P.O. Box 10250
Palo Alto, CA 94303

SANTA CLARA:

Basil Wong, Division Manager
City of Santa Clara
1500 Warburton Ave
Santa Clara, CA 95050

With a copy to:

Brian Doyle, City Attorney
City of Santa Clara
1500 Warburton Ave
Santa Clara, CA 95050

Whenever it is required, permitted, or desired in this Agreement that written notice or demand be given by any Party to any other Party, such notice or demand may be either personally served or sent by United States Mail, or facsimile. Notice shall be deemed to have been given when personally served, when deposited in the United States Mail, certified or registered with postage prepaid and properly addressed, or when transmitted by facsimile provided however, notices delivered by facsimile shall only be effective if delivered during regular business hours on a day that is considered a regular business day for NCPA by the involved Parties.

12.9 Integration; Incorporation. This Agreement, including all the Exhibits attached hereto, represents the entire and integrated agreement between Contracting Members and NCPA relating to the subject matter of this Agreement, and supersedes all prior negotiations, representations, or agreements, either written or oral. All Exhibits attached hereto are incorporated by reference herein.

12.10 Dispute Resolution. If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Contracting Members and NCPA agree to resolve the dispute in accordance with the following:

12.10.1 Each Party shall designate a senior management or executive level representative to negotiate any dispute;

12.10.2 The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.

12.10.3 If the issue remains unresolved after sixty (60) days of good faith negotiations, despite having used their best efforts to do so, either Party may pursue whatever other remedies may be available to it.

12.10.4 This informal resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code § 900, *et seq.*

12.11 Other Agreements. This Agreement is not intended to modify or change any other agreement between any of the Parties, individually or collectively. Without limiting the generality of the foregoing, this Agreement does not amend or extend the Prior Agreement.

12.12 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

12.13 Obligations of Contracting Members Joint and Several; No Joint Venture. The duties, obligations and liabilities of the Contracting Members, including the obligations to make payments to NCPA, are intended to be joint and several. Provided that nothing contained in this Agreement shall be construed to create an association, trust, partnership or joint venture or to impose a trust or partnership duty, obligation or liability on or with regard to the Contracting Members.

12.14 Effect of Section Headings. Section headings and subheadings appearing in this Agreement are inserted for convenience only and shall not be construed as interpretation of text.

12.15 Authority of Signatories. The signatories hereby represent that they have been appropriately authorized to execute this Agreement on behalf of the Party for whom they sign.

12.16 Amendments. Unless otherwise provided for in this Agreement, the Parties may amend this Agreement only by a writing signed by all the Parties following each Party's receipt of written resolution/authorization from their governing bodies, which resolutions/authorizations shall be condition precedents to any amendments of this Agreement and shall be attached as exhibits to this Agreement.

The Parties have executed this Agreement as of the Effective Date.

NORTHERN CALIFORNIA POWER AGENCY

RANDY S. HOWARD, General Manager

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

CONTRACTING MEMBERS:

CITY OF PALO ALTO

Approved as to Form:

By: _____ By: _____
City Attorney

Its: _____

CITY OF SANTA CLARA

Approved as to Form:

By: _____ By: _____
City Attorney

Its: _____

EXHIBIT A

SERVICES

NCPA will enter into the Consulting Services Agreement on behalf of the Contracting Members, so that NCPA may assist the Contracting Members in securing access to consulting services related to electric transmission, power generation, regulatory and electric market design issues affecting the Contracting Members. NCPA's primary role as to the Services provided under this Agreement is to act as contract administrator and billing agent on behalf of the Contracting Members, as further described herein.

For the purpose of administering Services provided under this Agreement, each Contracting Member shall be represented by its Authorized Representative. During the term of this Agreement, the Authorized Representative for each Contracting Member is responsible for coordinating all requests for Services made to Consultant, and shall manage all related activities as further described herein.

A Contracting Member may designate a new or alternative Authorized Representative by providing written notice of such designation to NCPA; such action shall not be treated as an amendment to this Agreement.

The Contracting Members and Consultant intend to pursue the activities listed below during the term of this Agreement, pursuant to the Consulting Services Agreement. Such activities will include monitoring, meeting participation, coordinating with affected or other participating parties, and, as necessary, preparing and submitting formal position submittals. The Services provided in accordance with this Agreement and the Consulting Services Agreement include but are not limited to the following:

1. Grid Planning Activities:

- a. CAISO Regionalization Process, Transmission Access Charge, Governance and Resource Adequacy;
 - i. Coordination with the California Municipal Utilities Association and Northern California Power Agency on these activities
- b. CAISO/PG&E annual transmission expansion planning process;
- c. Support or oppose specific transmission additions;
- d. Greater Bay Area long term studies;
- e. CAISO local capacity technical study process;
- f. Other regional and sub-regional transmission planning activities;
- g. CAISO Tariff and BPM Change Management Process;
- h. Generator Interconnection Procedure;
- i. Transmission cost minimization;
- j. Impacts due to potential generation retirements;
- k. Transmission for renewables deliverability issues;
- l. CTPG planning process
- m. PG&E Stakeholder Transmission Asset Review Process; and
- n. SCE Transmission Maintenance and Compliance Review

2. CPUC and CEC transmission matters:

- a. Integrated Energy Policy Report;
- b. Resource adequacy issues;
- c. Renewable Portfolio Standard issues;

- d. Long Term Procurement issues;
- e. Approval of CPCNs and PTCs for new transmission lines; and
- f. Renewable Energy Transmission Initiative (RETI 2.0).

3. CAISO Market Issues:

- a. CAISO markets proceedings and implementation matters;
- b. Resource Adequacy / Local Capacity/ Flexible Capacity/ Deliverability;
- c. LMP congestion and losses incidence and impacts; and
- d. Regionalization and New Participating Transmission Owner Issues.

4. Communicate Regularly with Contracting Members:

- a. Client meetings, telephone conferences and written summaries of activities on key issues.

NCPA will accept invoices from Consultant and transmit them to each Contracting Members' Authorized Representative, or their designee, for their review, and if acceptable, the Contracting Members' Authorized Representative will direct payment by NCPA. Such payment direction shall be provided by each Contracting Members' Authorized Representative, in writing, utilizing appropriate approval forms as shall be developed and/or revised by NCPA from time to time. An example of such form is included in Exhibit C of this Agreement. NCPA will prepare invoices indicating the share of Consultant's costs to be paid by each Contracting Member along with the appropriate charges by NCPA for its services; however, as provided in the Agreement, each Contracting Member is jointly and severally liable for the entirety of any amounts billed under this Agreement. NCPA will then pay Consultant utilizing Contracting Members' funds.

Contracting Members will be solely responsible for payment of the Consultant's invoices, as well as determining whether or not the Services have been satisfactorily performed. The Services under this Agreement by NCPA to Contracting Members are limited to contract administration and billing/payment functions.

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all Services performed pursuant to this Agreement, including hourly fees and expenses, paid to Consultant for consulting services shall not exceed Three Million Two Hundred Fifty Thousand Dollars (\$3,250,000.00) and all billing services fees paid to NCPA shall not exceed Thirty Seven Thousand Five Hundred Dollars (\$37,500) during the Term of the Agreement, or Six Hundred Fifty Seven Thousand Five Hundred Dollars (\$657,500.00) plus any remaining unused funds from prior years of the Agreement during each annual period of the Term of the Agreement. (For example, if during the first year the total payment to Consultant is \$600,000, the \$50,000 not expended in the first year can be added to the second year for a total not to exceed amount of \$700,000 for the second year.) The compensation schedule and hourly fees for Services are as follows:

1. Monthly charges for Services provided by NCPA for billing and contract preparation under this Agreement shall be Six Hundred Twenty Five Dollars (\$625.00) per month. Such charges will be allocated to the Contracting Members in accordance with the allocation percentages listed in Table 1 of this Exhibit B.
2. Compensation paid to Consultant for all Services, including hourly fees and expenses, shall not exceed the amounts set forth in Section 2 of the Consulting Services Agreement. The compensation schedule and hourly fees for Services rendered by Consultant to Contracting Members are set forth in Exhibit B of the Consulting Services Agreement. Monthly Charges invoiced by Consultant to NCPA for Services provided to the Contracting Members, pursuant to the Consulting Services Agreement, shall be allocated to the Contracting Members in accordance with the allocation percentages listed in Table 1 of this Exhibit B.

TABLE 1
ALLOCATION PERCENTAGES

Contracting Member	Allocation Percentage
City of Palo Alto	25.0%
City of Santa Clara	75.0%
Total	100.0%

EXHIBIT C

**Bay Area Municipal Transmission Services Agreement (BAMX)
Contracting Member Transmittal
Payment Voucher
For the Period: _____**

To: Northern California Power Agency **VIA PDF EMAIL**
651 Commerce Drive
Roseville, California 95678
Attention: Accounts Payable (*AcctsPayable@ncpa.com)

From: Contracting Members – The Cities of Palo Alto and Santa Clara (each referred to as a "Contracting Member" and jointly referred to as "Contracting Members" or "BAMx Participants")

I the undersigned hereby certify that I am authorized to approve payment of the **ATTACHED** billing statement and or invoice(s) and do hereby approve payment thereof by the Billing Agent (Northern California Power Agency) as indicated below:

For City of Palo Alto: _____
Name Date

☐ No exceptions.

☐ With the deduction of the following exceptions:

For City of Santa Clara: _____
(Silicon Valley Power) Name Date

☐ No exceptions:

☐ With the deduction of the following exceptions:



Agenda Report

21-1245

Agenda Date: 1/12/2021

REPORT TO COUNCIL

SUBJECT

Action on the Schematic Design of the New Public Neighborhood Park Located at 1205 Coleman Avenue (Gateway Crossings)

COUNCIL PILLAR

Enhance Community Sports, Recreational and Arts Assets

BACKGROUND

On July 9, 2019, the Santa Clara City Council approved the Hunter Storm Gateway Crossings mixed-use development (Project) located at 1205 Coleman Avenue. The Project encompasses approximately 21.4 acres and is bounded by Brokaw Road to the north, Coleman Avenue to the east, a parking lot and undeveloped land to the south, and a storage area and railroad tracks to the west. Most of the Project site is in the City of Santa Clara and is part of a larger 244-acre Santa Clara Station Focus Area in the City's General Plan. The Santa Clara Station Focus Area will serve as a gateway into the City with office, hotel, retail, and high-density residential uses that maximizes the use of existing and planned transit and provides for improved pedestrian, bicycle, and transit connections.

The Project is approved to construct 1,565 apartment units and will meet its parkland dedication requirements (SCCC 17.35) through an 87,725sf (2.01 acres) public neighborhood park (Phase I) and a 22,972sf mini park (Phase II) as well as private on-site recreational amenities and fees in-lieu of parkland dedication in compliance with City Code 17.35 (Attachment 1). Both public parks will be designed and constructed by the developer and dedicated to the City in fee title and will be maintained by the developer after dedication.

The Schematic Design for the Public Neighborhood Park (Attachment 2) is for an 87,725sf (2.01 acres) parcel that features a natural grass play field, a basketball court, an enclosed off-leash dog area, play apparatus for children ages 2-5 and 6-12, benches, fitness stations, family picnic area with tables and BBQs, pathways, trees, and landscaping. The proposed Schematic Design for the park was reviewed by the Parks & Recreation Department as part of the City's project application process. The park and its amenities as configured meet the Department's requirements for public park design: an inclusive, age-friendly, sustainable design; playgrounds for ages 2-5 and 6-12, that contain all developmentally appropriate elements of play; provision of safe routes to and through the park and connectivity to adjacent uses with public access from public right of way; off street parking; an adjacent restroom; place-making & art features; natural habitat value; use of an approved plant palette; support a diverse/active recreation program for the immediate neighborhood needs and addresses efficient operation and lifecycle maintenance considerations. The project will also complement the Santa Clara Police Activities League (SCPAL) programs to be housed across from the Park.

On October 15, 2019, the Parks & Recreation Commission reviewed and recommended Council approve the Schematic Design that will be constructed by the developer to Building Code and the City's design criteria and specifications.

DISCUSSION

Council will consider the Parks & Recreation Commission recommendation to approve the Schematic Design for the Public Neighborhood Park at 1205 Coleman Avenue. The Schematic Design was found to be in conformance with the Development Agreement section 4.12, the Landscape sheets L1.1 and L1.2, and Project Conditions of Approval PR1-PR7 as well as meet the Department's park design criteria state above. The accepted cost per acre to develop/construct a Park with standard amenities is approximately \$1.335M (based on Council approved valuation in 2018).

New neighborhood public parks are designed to meet the needs of the new residents in the immediate vicinity to reduce potential impacts upon other parks in the City system. The private on-site amenities complement the public park program. For clarity, the private on-site recreational amenities and the Phase II mini park Schematic Design are not part of this action.

In November 2020, it came to the City's attention that a resident of the Old Quad Neighborhood had contacted the new Project developer (Holland) and requested changes to the park's design, in particular the playground. In December 2020, the City communicated with the Project developer and the resident that the park's schematic design elements, including the Tavern on the Green, had been zoned in and had already been reviewed and recommended for Council approval by the Parks & Recreation Commission. While modifying the schematic design elements at this point would require a rezoning, limited additional community input could be received from the public in the form of an online survey to be conducted by the Parks & Recreation Department in collaboration with the Developer to refine the playground area consistent with the existing park approvals and the City's park playground design standards. This additional survey and refinement is anticipated to be completed sometime in 2021. In addition, the Phase II mini park does not have a proposed or approved schematic design and will, therefore, go through a community input and design process at a later date according to the approved Project's phasing plan.

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. The activity covered by this residential development project is consistent with the FEIR that the City certified on December 4, 2018 (after January 1, 1980).

FISCAL IMPACT

There is no fiscal impact to the General Fund for the current action. The developer will construct the public park improvements, provide a park sign, and maintain the park in perpetuity, all to City standards and at no cost to the City.

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

Approve the Schematic Design for the New Public Neighborhood Park located at 1205 Coleman Avenue.

Reviewed by: James Teixeira, Director of Parks & Recreation

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

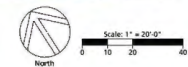
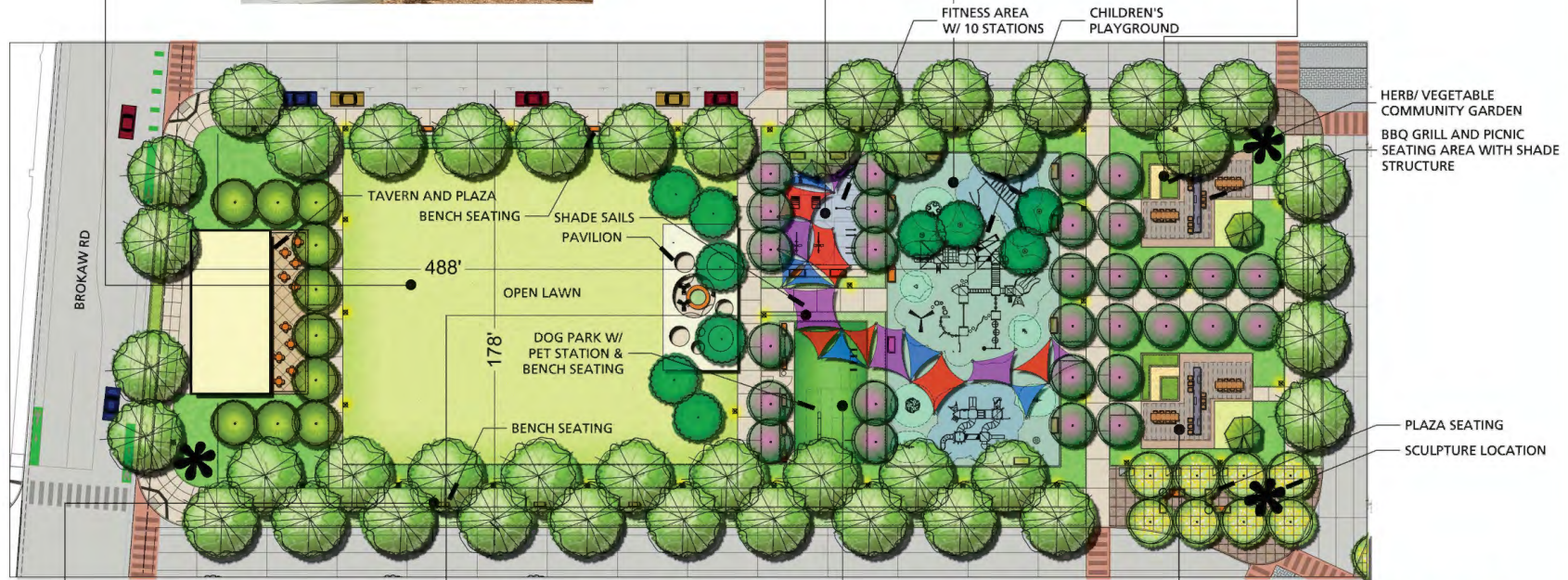
1. Development Application Parkland & Private Recreational Facilities
2. 1205 Coleman Avenue Neighborhood Park Schematic Design

Coleman Gateway Crossing Project

Development Application Parkland & Private Recreational Facilities

PARK CREDIT LEGEND

SITE - ON GRADE					
COLOR	CATEGORY	PROGRAM USES	ELEMENTS	AREA PROVIDED	PARK CREDIT AREA
	NEIGHBORHOOD PARK	OPEN LAWN AREA EXERCISE AREA PLAY AREA GRILL AND PICNIC AREA PAVILION WITH COVERED SEATING SEATING PLAZA	OPEN LAWN BASKETBALL COURT, 8 SEATING SPACES 10 PLAY EQUIPMENT FOR ALL AGE GROUPS, 9 BENCHES 6 BBQ GRILLS, 6 COVERED PICNIC TABLES, 72 SEATING SPACES, LAWN AREA SHADE STRUCTURE, 24 SEATING SPACES SCULPTURE, 8 SEATING SPACES, 6 BIKE LOCKERS	87,725 SF	
	LINEAR PARK	OPEN LAWN AREA FIREPLACE WITH LOUNGE SEATING ACTIVITY AREA SCULPTURE GARDEN FOUNTAIN PLAZA	OPEN LAWN 2 FIREPLACES, 24 SEATING SPACES 1 BOCCE BALL COURT, 8 SEATING SPACES, 6 BENCHES SCULPTURE, RAISED PLANTERS, 16 SEATING SPACES 1 FOUNTAIN, 32 SEATING SPACES, 16 BIKE PARKING SPACES	22,972 SF	
	LANDSCAPED AND FURNISHED QUIET AREAS	BLUE GARDEN HAMMOCK GARDEN	FOUNTAIN, 16 SEATING SPACES, 4 BIKE PARKING SPACES, 12 PLANTER POTS 4 HAMMOCKS IN PALM TREE GROVE	2,335 SF	
				113,032 SF TOTAL	AT 100% 113,032 SF
BUILDING 1 PODIUM					
	OUTDOOR SEATING, FIREPLACE	FIREPLACE WITH LOUNGE SEATING (4,374 sf) OUTDOOR SEATING AREA (667 sf)	4 FIREPLACES, 42 SEATING SPACES, 7 PLANTER POTS 12 SEATING SPACES	5,041 SF	
	OUTDOOR GRILL, DINING AREA	BBQ COUNTER WITH OUTDOOR DINING AND COMMUNAL TABLES (1,093 sf)	2 BBQ GRILLS, 2 COMMUNAL TABLES WITH 16 SEATING SPACES	1,093 SF	
	POOL AND SPA	POOL WITH LAP SWIMMING (2,746 sf) SPA (144 sf) POOL DECK AND LOUNGE AREA (4,716 sf)	4 SWIMMING LANES 9'x16' SPA 50 CHAISE LOUNGE SEATING	7,608 SF	
	INDOOR AMENITY AREA	CENTRAL GYM, CLUBHOUSE, POOL FACILITIES, VIEW LOUNGE		6,300 SF	
				20,042 SF TOTAL	AT 50% 10,021 SF
BUILDING 2 PODIUM					
	OUTDOOR SEATING, FIREPLACE	FIREPLACE AND LOUNGE SEATING	2 FIREPLACES, 26 SEATING SPACES, 3 PLANTER POTS	2,961 SF	
	OUTDOOR GRILL, DINING AREA	BBQ COUNTER WITH OUTDOOR DINING AND COMMUNAL TABLES	4 BBQ GRILLS, 4 COVERED TABLES, 2 COMMUNAL TABLES, 42 SEATING SPACES, 3 SHADE STRUCTURES, 11 PLANTER POTS	2,965 SF	
	POOL AND SPA	POOL WITH LAP SWIMMING (2,940 sf) SPA (160 sf) POOL DECK AND LOUNGE AREA (5,234 sf)	4 SWIMMING LANES 10'x16' SPA 30 CHAISE LOUNGE SEATING	8,012 SF	
	COMMON FITNESS, GAME AREA, SCREENING ROOM	OUTDOOR SCREENING ROOM (805 sf) FITNESS ZONE WITH EXERCISE EQUIPMENT (2,275 sf)	MOVIE SCREEN WITH 8 SEATING SPACES 2 FITNESS STATIONS, RUBBERIZED PLAYGROUND, 4 BENCHES	3,039 SF	
	INDOOR AMENITY AREA	GAME ROOM, CLUBHOUSE, POOL FACILITIES		7,300 SF	
				24,277 SF TOTAL	AT 50% 12,139 SF
BUILDING 3 PODIUM					
	OUTDOOR SEATING, FIREPLACE	FIREPLACE WITH LOUNGE SEATING (345 sf) LOUNGE SEATING AREA (706 sf) COVERED SEATING AREA (ROOF DECK) (716 sf)	1 FIREPLACES, 6 LOUNGE SEATING SPACES, 2 PLANTER POTS 12 SEATING SPACES, 4 PLANTER POTS 1 SHADE STRUCTURE, 8 LOUNGE SEATING SPACES, 15 PLANTER POTS	1,766 SF	
	OUTDOOR GRILL, DINING AREA	BBQ COUNTER W/OUTDOOR DINING & COMMUNAL TABLES (719 sf) BBQ COUNTER W/OUTDOOR DINING & COMMUNAL TABLE (ROOF DECK) (816 sf)	2 BBQ GRILLS, 16 SEATING SPACES, 4 PLANTER POTS 1 SHADE STRUCTURES, 30 SEATING SPACES, 10 PLANTER POTS	1,535 SF	
	COMMON FITNESS, GAME AREA, SCREENING ROOM	MINI GOLF ZONE	PUTTING GREEN, 4 BENCH SEATINGS	2,950 SF	
	POOL AND SPA	POOL WITH LAP SWIMMING (916 sf) SPA (63 sf) POOL DECK AND LOUNGE AREA (2,080 sf)	2 SWIMMING LANES 7'x9' SPA 24 CHAISE LOUNGE SEATING	3,055 SF	
	INDOOR AMENITY AREA	CLUBHOUSE, GREAT ROOM, POOL FACILITIES		6,300 SF	
				15,610 SF TOTAL	AT 50% 7,805 SF
BUILDING 4 PODIUM					
	OUTDOOR SEATING, FIREPLACE	FIREPLACE WITH LOUNGE SEATING (2,941 sf) LOUNGE SEATING AREA (476 sf) COVERED SEATING AREA (481 sf)	2 FIREPLACE, 32 LOUNGE SEATING SPACES, STRING LIGHTS 6 LOUNGE SEATING SPACES, 2 PLANTER POTS VERTICAL SCULPTURES, 22 SEATING SPACES, 12 PLANTER POTS 1 SHADE STRUCTURE, 12 LOUNGE SEATING SPACES, 4 PLANTER POTS	5,825 SF	
	OUTDOOR GRILL, DINING AREA	BBQ COUNTER WITH OUTDOOR DINING AND COMMUNAL TABLES	2 BBQ GRILLS, 2 COMMUNAL TABLES WITH 16 SEATING SPACES, 5 TABLES WITH 20 SEATING SPACES, STRING LIGHTS	1,412 SF	
	POOL AND SPA	POOL WITH LAP SWIMMING (2,943 sf) SPA (160 sf) POOL DECK AND LOUNGE AREA (6,964 sf)	4 SWIMMING LANES 10'x16' SPA 24 CHAISE LOUNGE SEATING, 6 CABANAS	10,067 SF	
	GAME AREA, SCREENING ROOM, COMMON FITNESS	OUTDOOR SCREENING ROOM (1,395 sf) OUTDOOR GAME ROOM (1,688 sf) FITNESS ZONE WITH EXERCISE EQUIPMENT (461 sf)	MOVIE SCREEN, 24 SEATING SPACES, 4 PLANTER POTS 1 BOCCE BALL COURT, STRING LIGHTS YOGA ZONE, STRING LIGHTS, 4 FITNESS STATIONS, RUBBERIZED PLAYGROUND	3,544 SF	
	INDOOR AMENITY AREA	CLUBHOUSE, GREAT ROOM, POOL FACILITIES		11,900 SF	
				32,748 SF TOTAL	AT 50% 16,374 SF
				A BUFFER STRIP/SETBACK OF AT LEAST 4 FEET BETWEEN BUILDINGS AND PUBLIC PARKLAND/AMENITIES IS DEDUCTED FROM AREA CALCULATIONS.	
				SEE ARCHITECTURAL DRAWINGS FOR BUILDING INTERIOR AREA CALCULATIONS.	
				PARK CREDIT TOTAL	159,371 SF



HUNTER STORM

GATEWAY CROSSINGS

19121 Miller Ave., Suite 200, Cupertino, CA 95014
Phone: (408) 255-1100 Fax: (408) 999-9025

DATE: 06.19.19
PROJECT #:
SCALE: As Noted

SHEET TITLE
Schematic
Landscape Plan -
Neighborhood Park

SHEET NUMBER
L-1.0

THE GUZZARDO PARTNERSHIP INC.
Landscape Architects - Land Planners
181 Greenleaf Street
San Francisco, CA 94111
T 415 433 4572
F 415 433 5903



Agenda Report

21-1227

Agenda Date: 1/12/2021

REPORT TO COUNCIL

SUBJECT

Action on the Award of Purchase Orders to Universal Site Services, Inc. for Sweeping Services through June 30, 2025

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

The Department of Public Works (DPW) maintains the Parking Maintenance District No. 122 (Franklin Square) parking lots and exterior grounds, as well as the six-level Tasman parking structure. The parking lots, interior walkways and stairwells need to be swept and trash receptacles need to be serviced on a regular basis at Franklin Square to keep the area clean, safe and visually appealing. The City is legally obligated to perform exterior landscape and hardscape maintenance at Franklin Square through the terms of the maintenance district. The maintenance for the Tasman parking structure is only performed monthly due to limited use and does not include event days, which is covered through StadCo.

The City has contracted for sweeping services at Franklin Square over the last few decades. The sweeping services for the Tasman parking structure were previously performed by DPW staff. However, a strategic decision was made not to replace the only street sweeper vehicle that was short enough to enter the parking structure to reduce the size of the fleet because it was very rarely used outside of sweeping the Tasman parking structure. The street sweeper reached the end of its useful lifecycle and was removed from the fleet to reduce costs and it is more cost efficient to contract the once a month sweeping service out. The current cost for a contractor to provide monthly service is approximately \$300 per month. The cost for the City to own and maintain the smaller sized street sweeper averages about \$830/month (excluding staff operator time), and the replacement sweeper would cost the City approximately \$150,000.

DISCUSSION

On July 23, 2020, the City issued a Request for Bid (RFB) for sweeping services using the City's e-procurement system, BidSync. The City received three responsive bids from Contract Sweeping dba Universal Site Services, Inc. (Milpitas, CA); Transpacific Building Maintenance, Inc. (Santa Clara, CA); and Bernardini Enterprises, Inc. (Oakland, CA). The Bid Summary is included as Attachment 1. Universal Site Services' bid in the annual amount of \$29,400 was determined to be the lowest responsive bid. The initial term of the purchase order is eight months, after which the City may exercise up to four one-year options to renew the purchase order. To prevent a disruption of services, staff issued a purchase order (Attachment 2) to Universal Site Services, Inc. on October 2, 2020 in the amount of \$22,050 that expires on June 30, 2021.

After the initial term, the City may, at its sole discretion, exercise four one-year annual extensions, for a total term of five years ending on June 30, 2025 if all options are exercised. Pricing is fixed for the initial term, and subject to annual increases upon the vendors request and justification for the increase, and approval by the City. In the event the City elects to exercise its option for annual renewals, price adjustments that are tied to CPI, PPI, or relevant industry specific index will be considered by the City. Staff is requesting approval for the four one-year term options.

ENVIRONMENTAL REVIEW

The action being considered is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15301 "Existing Facilities," as the activity consists of the repair, maintenance or minor alteration of existing facilities involving no or negligible expansion of the use beyond that presently existing.

FISCAL IMPACT

The annual cost of the sweeping services totals \$29,400, including \$25,800 for Franklin Square and \$3,600 for the Tasman garage. The FY 2020/21 Operating Budget for the Downtown Parking Maintenance District Fund contains funding for the Franklin Square sweeping services. The FY 2020/21 Operating Budget for the General Fund's Landscape Maintenance program will be able to absorb the additional \$300 per month contractual services expenditures for the Tasman Garage sweeping so no additional appropriations are needed at this time. Funding for future years will be incorporated into the budget development process.

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

Authorize the City Manager to execute up to four one-year options to renew the purchase order with Universal Site Services, Inc. through June 30, 2025, subject to the annual appropriation of funds.

Reviewed by: Craig Mobeck, Director of Public Works

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Bid Summary
2. Purchase Order 25232 with Universal Site Services, Inc.



City of Santa Clara

Attachment 1 Bid Summary

20-1227

Council Date: 01/12/2021

REPORT TO COUNCIL

SUBJECT

Action on the Award of a Purchase Order to Universal Site Services, Inc. for Sweeping Services through June 30, 2025

BID SUMMARY	Bid Opening Date: July 23, 2020
Contractor	Total Bid (\$)
Universal Site Services	\$29,400.00
Transpacific Building Maintenance, Inc.	\$72,271.56
Bernardini Enterprises, Inc.	\$198,000.00



City of Santa Clara

The Center of What's Possible

City of Santa Clara
Purchasing - City Hall
1500 Warburton Ave.
Santa Clara CA 95050-3796

Supplier: 0000002952
UNIVERSAL SITE SERVICES
PO BOX 28010
SAN JOSE CA 95159-8010

Purchase Order

Dispatch via E-Mail

Purchase Order	Date	Revision	Page
25232	10/01/2020		1
Payment Terms	Freight Terms	Ship Via	
30 Days	FOB Prepaid	Common Carrier	
Buyer	Phone	Currency	
Todd Ninokata	408/615-2049	USD	

Ship To: S23
City of Santa Clara
Street - Yard
1700 Walsh Avenue
Santa Clara CA 95050

Attention: Not Specified

Bill To: City of Santa Clara
Finance - Accounts Payable (408-615-2369)
1500 Warburton Ave.
Santa Clara CA 95050-3796

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Delivery Date
1 - 1	SWEEPING - FRANKLIN SQUARE	1.00	JOB	19,350.0000	19,350.00	10/01/2020
2 - 1	SWEEPING - TASMAN PARKING GARAGE	1.00	JOB	2,700.0000	2,700.00	10/01/2020

Sub-Total 22,050.00

Total PO Amount 22,050.00

SWEEPING SERVICES

ALL SPECIFICATIONS AND REQUIREMENTS PURSUANT TO CITY OF SANTA CLARA BID# RFB DPW-24 DATED AUGUST 24, 2020 ARE HEREBY INCORPORATED BY REFERENCE HEREIN. PRICING PURSUANT TO UNIVERSAL SITE SERVICES RESPONSE ARE HEREBY INCORPORATED.

TERM: 10/1/20-06/30/21 (INITIAL TERM WITH FOUR, ONE-YEAR OPTIONS)

LABOR COMPLIANCE ADDENDUM ON FILE. DIR PROJECT NO: 347404

The complete contract shall consist of this Purchase Order including the printed Terms and Conditions attached hereto, plus all of the applicable attachments incorporated hereto or by reference herein. In the event of a conflict between the Terms and Conditions of this Purchase Order and the terms and conditions in any other attachment hereto or herein, the terms and conditions of this Purchase Order shall control.

Authorized Signature

TERMS & CONDITIONS

1. **AGREEMENT:** This Purchase Order, which consists of these standard terms and conditions, and any attachments hereto, evidences acceptance by the City of Santa Clara ("City") of the offer from the provider of goods and services ("Supplier") which are the subject of this Purchase Order and constitutes a binding agreement upon the terms and conditions set forth herein without further action or agreement of Supplier. In the event of conflict between these standard terms and conditions and the provisions of any attachment hereto these standard terms and conditions shall control.
2. **SCHEDULE; TIME OF PERFORMANCE:** Supplier shall supply the goods and perform the services, with the schedule and term, as specified herein. Time is of the essence.
3. **COMPENSATION; SCHEDULE OF PAYMENT:** Compensation, and method of payment, shall be as set forth herein. Supplier shall submit an invoice within thirty (30) calendar days after satisfactory completion of performance. City shall make payment within thirty (30) calendar days after receipt of such invoice. Supplier is responsible for all costs and expenses incident to the performance of this Purchase Order, including without limitation costs, taxes, and all other costs of doing business.
4. **DISCOUNT PERIODS:** Payment discount periods shall be calculated from the later of the date this Purchase Order is completed or the date City receives an acceptable invoice, to the date City's payment is sent.
5. **SALES TAXES:** Supplier shall separately state on all invoices any sales, use or similar taxes imposed by federal or state government applicable to furnishing of the goods; provided, however where a tax exemption is available, such tax shall be subtracted from the total compensation and identified. Exemption certificates will be furnished upon request.
6. **PACKING AND SHIPPING OF GOODS; TITLE AND RISK OF LOSS:** All goods shall be delivered "free on board destination" to the location specified herein, full freight prepaid except for special or expedited orders, which shall be agreed upon prior to shipment. Deliveries of goods shall be made without charge for boxing, crating, carting or storage unless otherwise specified, and goods shall be suitably packed to secure lowest transportation costs, and in accordance with the requirements of common carriers, and in such a manner as to assure against damage from weather or transportation. City's order numbers and symbols must be plainly marked on all invoices, packages, bills of lading and shipping orders. Packing lists shall accompany each box or package shipment. City's count or weight shall be final and conclusive on shipments not accompanied by packing lists. Shipments for two or more destinations when so directed by City shall be shipped in separate boxes or containers for each destination at no extra charge. Title to and risk of loss on all goods pass to City only upon City's acceptance of such goods.
7. **WARRANTIES:** Supplier 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 Supplier's representations regarding its skills and knowledge. Supplier 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. Supplier warrants that all goods and services shall be delivered or performed free of all liens, claims, security interest or encumbrances, will conform to applicable specifications, drawings, descriptions and samples, and will be merchantable, of good workmanship and material, and free from defect. Supplier assumes design responsibility, and warrants that all goods shall be delivered or performed free of design defect and suitable for the purposes intended by City, and that neither purchase, use or resale, nor delivery or performance thereof shall violate any patent, copyright or similar rights. Supplier's warranties shall run to City and shall not be deemed to be exclusive. Supplier agrees to promptly replace or correct any incomplete, inaccurate or defective goods or services at no further cost to City when defects are due to the negligence, errors or omissions of Supplier.
8. **CHANGES:** City shall have the right by written notice to change the extent of the work covered by this Purchase Order, the time or place of delivery, the method of shipment or packaging, or to suspend work. Notice of change must be signed by the Director of Finance ("Director") or his/her designee. Upon receipt of any such notice, Supplier shall promptly make the changes in accordance with the terms of the notice. If Supplier believes that the change will cause an increase or decrease in the cost of or time for performance, then Supplier must deliver to City a statement showing the effect of any such changes within ten (10) calendar days of receipt of the City's notice of change. An equitable adjustment shall be negotiated promptly and the purchase order modified in writing accordingly. Failure of Supplier to submit the statement within the time limit shall constitute its consent to perform the change without increase in compensation or time for performance. Changes may only be made in writing.
9. **TERMINATION FOR DEFAULT OR CONVENIENCE:** City may, by written notice, terminate this Purchase Order in whole or in part for default: (i) if Supplier fails to timely deliver the goods, or perform the services, or if no time is specified, within a reasonable time; (ii) if the goods delivered or services performed are incorrect or unsatisfactory; (iii) if Supplier fails to perform any of the other provisions of this Purchase Order, or so fails to make progress as to endanger performance of this Purchase Order; or (iv) if the Supplier becomes insolvent. If this Purchase Order is terminated for default, City, in addition to all the rights afforded by law, shall have the right to charge Supplier the amount by which the costs of fabricating or procuring the goods or services cancelled from another source exceed the compensation specified herein, and City may offset any such charge against any amounts which had or may become payable to Supplier under this Purchase Order or otherwise. City may, by not less than thirty (30) days written notice to Supplier, terminate this Purchase Order without cause or penalty.
10. **INDEMNITY: TO THE FULLEST EXTENT PERMITTED BY LAW, SUPPLIER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, AGAINST ANY CLAIM, LOSS OR LIABILITY (COLLECTIVELY "CLAIMS"), INCLUDING WITHOUT LIMITATION CLAIMS FOR INJURIES OR DEATH TO PERSONS OR DAMAGE TO OR DESTRUCTION OF PROPERTY, INCLUDING ECONOMIC LOSS, CAUSED BY OR RESULTING FROM THE ACTS OR OMISSIONS OF SUPPLIER, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS PURCHASE ORDER, OR THE BREACH BY SUPPLIER OF ANY OF ITS OBLIGATIONS UNDER THIS PURCHASE ORDER. SUPPLIER'S OBLIGATION TO PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS, SHALL SPECIFICALLY EXTEND TO ANY AND ALL EMPLOYMENT RELATED CLAIMS OF ANY TYPE BROUGHT BY EMPLOYEES, CONTRACTORS, SUBCONTRACTORS OR OTHER AGENTS OF SUPPLIER. SUPPLIER WARRANTS THAT IT IS MEETING ITS OBLIGATIONS UNDER THE AFFORDABLE CARE ACT ("ACA") AND/OR ANY OTHER SIMILAR FEDERAL OR STATE LAW, AND WILLFULLY INDEMNIFIES AND HOLDS HARMLESS CITY FOR ANY PENALTIES, FINES, ADVERSE RULINGS, OR TAX PAYMENTS ASSOCIATED WITH SUPPLIER'S RESPONSIBILITIES UNDER THE ACT.**
11. **INSURANCE REQUIREMENTS:** Supplier agrees to have and maintain the insurance policies specified by City's Risk Manager. All policies, endorsements, certificates and/or binders shall be subject to review and approval by City's Risk Manager. Supplier shall provide City with applicable certificates and/or endorsements before work commences.
12. **COMPLIANCE WITH THE LAW:** Supplier shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.
13. **GOVERNING LAW; VENUE:** This Purchase Order shall be governed and construed in accordance with the laws of the State of California. The venue of any suit filed by either Party shall be 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 Division.
14. **ASSIGNMENT:** Supplier shall not assign any of the work to be performed under this Purchase Order nor shall Supplier subcontract for complete or substantially completed goods or major components thereof without the Director's prior written consent.
15. **WAIVER:** Supplier agrees that City's waiver of any breach or violation of any provision of this Purchase Order, or acceptance of any performance, or tender of any payment, shall not be deemed a waiver of any other provision or any subsequent breach of the same or any other provision. City's inspection and warranty rights are not waived by payment or any other action by City.
16. **INDEPENDENT CONTRACTOR:** It is understood and agreed that Supplier and all person(s) employed or contracted by Supplier shall act as, and be, an independent contractor and not an employee, agent, joint venture, or partner of City. Supplier has full rights to manage its employees and contractors under this Agreement. Supplier shall retain the right to provide goods or perform services for others during the term of this Purchase Order.
17. **CONFIDENTIAL INFORMATION:** All data, documents, discussions or other information developed or received by or for Supplier in performance of this Purchase Order are confidential and not to be disclosed to any person except as authorized by City, or as required by law.
18. **SUPPLIER'S BOOKS AND RECORDS:** Supplier shall maintain all records evidencing or relating to performance and amounts charged to or paid by City for a minimum period of four (4) years, or for any longer period required by law, from the date of final payment to Supplier pursuant to this Purchase Order. Any such records shall be made available for inspection or audit, at any time during regular business hours, upon written request by City. Copies of such documents shall be provided to City for inspection at City Hall if requested and if practical to do so, otherwise records will be inspected at Supplier's business location.
19. **NON-DISCRIMINATION:** Supplier and all of Supplier's subcontractors 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.
20. **CONFLICTS OF INTEREST:** Supplier certifies that no City officer, employee or authorized representative has any financial interest in the business of Supplier and that no person associated with Supplier has any interest, direct or indirect, which could conflict with the faithful performance of this Purchase Order. Supplier is familiar with the provisions of California Government Code section 87100, et seq., and certifies that it does not know of any facts which would violate these laws. Supplier will promptly advise City if a conflict arises. Supplier has read and agrees to comply with City's Ethical Standards (<http://santacalaraca.gov/home/showdocument?id=58299>).
21. **SEVERABILITY:** 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.



Agenda Report

21-1252

Agenda Date: 1/12/2021

REPORT TO COUNCIL

SUBJECT

Action on Amendments to Four Professional Service Agreements for the Related Santa Clara Development Project Extending the Terms with Milstone Geotechnical Consulting Services, Environmental Risk Services, Valbridge Property Advisors and Robert E. Van Heuit

COUNCIL PILLAR

Promote and Enhance Economic, Housing and Transportation Development

BACKGROUND

The Related Santa Clara project (formerly known as City Place) is a 9.1 million square foot development on a former all-purpose landfill site. There are various local and state agencies that are charged with the oversight of a closed landfill. City staff and Related Santa Clara (Developer) have been working closely with these agencies in order to secure necessary approvals and permits to allow for the future construction of the project.

The Related Santa Clara project is a complex, multi-faceted development project that requires significant technical expertise beyond City and other regulatory agencies' staff knowledge on matters related to the landfill as well as disciplines in other areas.

The City has entered into several third-party consulting agreements to assist with the work associated with the Related Santa Clara Development Project. The terms of three (3) separate third-party consulting agreements expired on December 31, 2020 and one expired July 31, 2020. These contracts are funded by Related Santa Clara (Developer), through advances provided to the City as required by the June 2016 Disposition and Development Agreement. The requested action is for an extension of the term, retroactive to the expiration date, only. The not-to-exceed contract amount will not change.

DISCUSSION

Barry Milstone DBA Milstone Geotechnical - Amendment No. 3

On January 23, 2019, the City entered into an Agreement for Services with Barry Milstone DBA Milstone Geotechnical (Milstone Geotechnical) to provide technical advice and assistance to the Santa Clara County Department of Environmental Health (County) for its review of the project on behalf of the City. The agreement was amended by Amendment No. 1, dated November 7, 2019, and further amended by Amendment No. 2, dated December 10, 2019.

Milstone Geotechnical has been providing technical advice and assistance to the County as the Local Enforcement Agency with oversight of the landfill for its review of the Related Santa Clara project. Working closely with Robert Van Heuit, the scope of work includes environmental review of permit

applications, landfill closure plan, site development plans, and other information as necessary to evaluate and prepare plan review documents for submission to the County.

The contract is set to expire on December 31, 2020. The scope of work is not yet complete and additional services are needed. Approval of Amendment No. 3 to the Agreement would allow the City to continue to access the Contractor's services for the scope by extending the term through December 31, 2021.

Environmental Risk Services (ERS) - Amendment No. 4

In July 2018, the City entered into an agreement with Environmental Risk Services (ERS) to provide consulting services to assist the City in the evaluation of environmental risk for the Related Santa Clara project. The agreement was amended on February 12, 2019 to update the scope of work and increase the contract amount. The agreement was further amended on July 25, 2019 to increase the contract amount.

ERS has been providing the City with highly specialized technical services related to the City's current and ongoing obligations associated with its ownership of the all-purpose landfill. ERS is a multidisciplinary environmental science, engineering, and land-use planning company. The company provides expert technical and strategic services to assess, manage, reduce, and/or leverage environmental risks and liabilities associated with hydrogeology, geochemistry, geophysics, remediation engineering, and risk assessment.

The work with the State regulatory agencies is not complete and ERS' technical expertise continues to be required to secure approvals. Approval of Amendment No. 4 would allow the City to continue to access ERS' services for this scope through December 31, 2021.

Hulberg and Associates, Inc., DBA Valbridge Property Advisors - Amendment No. 3

Valbridge is one of the largest independent commercial property valuation and advisory services firms in the United States. Norm Hulberg, principal in Valbridge's San Jose office, has been providing commercial appraisal services in Northern California since 1976.

In April 2018, the City entered into an agreement with Hulberg and Associates, Inc., DBA Valbridge Property Advisors (Valbridge) to provide appraisal services to support the ongoing eminent domain actions. The agreement was amended in July 2019 to extend the term of the contract to July 31, 2020. The agreement was further amended on October 21, 2019 to increase compensation by \$70,000 for a revised not to exceed compensation amount of \$169,000. The scope of work includes preparation of appraisals, providing property and lease comparable and valuation consulting, and expert testimony.

The eminent domain actions are not complete and additional services are needed. Approval of Amendment No. 3 would allow the City to continue to access Valbridge's services for this scope through July 31, 2021.

Robert E. Van Heuit - Amendment No. 2 to the Amended and Restated Agreement

Robert Van Heuit provides technical expertise to the County Department of Environmental Health in coordination with Milstone Geotechnical as necessary to review the Related Santa Clara project. On June 2, 2015, the City entered into an Agreement for Services with Robert E. Van Heuit (Van Heuit) to assist the County with its review of the project. The scope of work includes environmental review

of permit applications, landfill closure plan, site development plans, and other information as necessary to evaluate and prepare plan review documents for submission to the County.

Over the years, several amendments to the Agreement have been executed extending the term and increasing the total contract amount. The various amendments necessitated the current Amended and Restated Agreement, approved by City Council on September 18, 2018, which restated the agreement to capture the previous amendments, extended the term through December 31, 2019 and increased the maximum not-to-exceed amount from \$90,000 to \$170,000. Amendment No. 1 to the Amended and Restated Agreement was executed on October 31, 2019, which extended the term through December 31, 2020 and increased the contract amount by \$80,000.

The contract is set to expire on December 31, 2020. The scope of work is not yet complete and additional services are needed. Approval of Amendment No. 2 to the Amended and Restated Agreement would allow the City to continue to access the Contractor's services for the scope by extending the term through December 31, 2021.

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

There is no fiscal impact associated with the approval of this item other than Staff time.

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

Approve and authorize the City Manager to execute:

1. Amendment No. 3 with Barry Milstone DBA Milstone Geotechnical Consulting Services for the Related Santa Clara Development Project to extend the term through December 31, 2021;
2. Amendment No. 4 to the Amended and Restated Agreement with Environmental Risk Services for Consulting Services for the Related Santa Clara Development Project to extend the term through December 31, 2021;
3. Amendment No. 3 with Hulberg and Associates, Inc., DBA Valbridge Property Advisors for Consulting Services for the Related Santa Clara Development Project to extend the term through July 31, 2021; and
4. Amendment No. 2 to Amended and Restated Agreement with Robert E. Van Heuit for Consulting Services for the Related Santa Clara Development Project to extend the term through December 31, 2021.

Reviewed by: Ruth Mizobe Shikada, Assistant City Manager
Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Amendment No. 3 with Barry Milstone DBA Milstone Geotechnical Consulting Services
2. Amendment No. 4 to Amended and Restated Agreement with Environmental Risk Services
3. Amendment No. 3 with Hulberg and Associates, Inc., DBA Valbridge Property Advisors
4. Amendment No. 2 to Amended and Restated Agreement with Robert E. Van Heuit

**AMENDMENT NO. 3
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
BARRY MILSTONE DBA MILSTONE GEOTECHNICAL**

PREAMBLE

This agreement ("Amendment No. 3") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Barry Milstone DBA Milstone Geotechnical, a California individual, (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 Barry Milstone DBA Milstone Geotechnical," dated January 23, 2019 (Agreement);
- B. The Agreement was previously amended by Amendment No. 1, dated November 7, 2019, and Amendment No 2, dated December 10, 2019, to extend the term of the Agreement;
- C. The Parties entered into the Agreement as Amended for the purpose of having Contractor provide technical advice and assistance to the County of Santa Clara on behalf of the City in its review of the CityPlace Santa Clara Project, and the Parties now wish to amend the Agreement as Amended to extend the term.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. Section 2 of the Agreement as Amended, entitled "TERM OF AGREEMENT" is amended to read as follows:

"Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on May 1, 2018 and terminate on December 31, 2021."

- 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.

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:

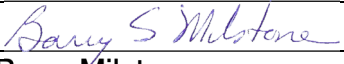
Dated: _____

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”

BARRY MILSTONE DBA MILSTONE GEOTECHNICAL
AN INDIVIDUAL

Dated: 12/7/20
By (Signature): 
Name: Barry Milstone
Title: Owner
Principal Place of Business Address: 17020 Melody Lane
Los Gatos, CA 95033
Email Address: barry@milstonegeo.com
Telephone: (408) 353-5528
Fax: ()
“CONTRACTOR”

**AMENDMENT NO. 4
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ENVIRONMENTAL RISK SERVICES, INC.**

PREAMBLE

This agreement ("Amendment No. 4") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Environmental Risk Services, Inc., a California corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for the Performance of Services by and between the City of Santa Clara, California, and Environmental Risk Services, Inc." dated July 17, 2018
- B. The Agreement was previously amended by Amended and Restated Agreement for Services between the City of Santa Clara, California, and Environmental Risk Services, Inc. (Amended and Restated Agreement), dated December 12, 2018, Amendment No. 1 to the Amended and Restated Agreement, dated February 12, 2019, Amendment No. 2 to the Amended and Restated Agreement, dated July 25, 2019, Amendment No. 3 to the Amended and Restated Agreement, dated April 15, 2020, and is again amended by this Amendment No. 4. 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 environmental risk assessment support activities for the Related Santa Clara project, and the Parties now wish to amend the Original Agreement as Amended to extend the term.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. Section 2 of the Agreement as Amended, entitled "Term of Agreement" is amended to read as follows:
Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of

the Agreement shall begin on July 17, 2018 and terminate on December 31, 2021.

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. 4, the provisions of this Amendment No. 4 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 4 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:


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"

ENVIRONMENTAL RISK SERVICES, INC.
a California corporation

Dated: 12/7/2020
By (Signature): 
Name: Mark O'Brien
Title: CEO
Principal Place of
Business Address: P.O. Box 1209, Alamo, CA 94507
Email Address: mobrien@erscorp.us
Telephone: (925) 878-3771

"CONTRACTOR"

**AMENDMENT NO. 4
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. 4") 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 Professional Services, dated April 17, 2018 (the "Original Agreement"); and
- B. The Original Agreement was previously amended by Amendment No. 1, dated October 29, 2018, Amendment No. 2, dated July 30, 2019, Amendment No. 3, dated October 21, 2019 and is again amended by this Amendment No. 4. The Original Agreement and all previous amendments are collectively referred to herein as the "Original Agreement as Amended;" and
- C. The Parties entered into the Original Agreement for the purpose of having Contractor provide appraisal services to support potential eminent domain actions, and the Parties now wish to amend the Original Agreement to extend the contract term.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AMENDMENT TERMS AND CONDITIONS

That Section 2 of the Original Agreement as Amended, entitled "Term of Agreement" is hereby amended to read as follows:

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on July 31, 2021.

2. TERMS

All other terms of the Original Agreement which are not in conflict with the provisions of this Amendment No. 4 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement and this Amendment No. 4, the provisions of this Amendment No. 4 shall control.

3. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 4 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

Approved as to Form:

Dated: _____

BRIAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

//
//
//
//
//
//
//
//
//
//
//

HULBERG AND ASSOCIATES, INC.,
DBA VALBRIDGE PROPERTY ADVISORS
a California corporation

Dated: 10/20/2020
By (Signature): Norm Hulberg
Name: Norman C. Hulberg
Title: President
Principal Place of Business Address: 55 South Market Street, Suite 1210
San Jose, CA 95112
Email Address: nhulberg@valbridge.com
Telephone: (408) 279-1520 x 7142
Fax: (408) 279-3428

"CONTRACTOR"

**AMENDMENT NO. 2
TO THE AMENDED AND RESTATED
AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ROBERT E. VAN HEUIT**

PREAMBLE

This agreement ("Amendment No. 2") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Robert E. Van Heuit, an Oregon individual, (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 Robert E. Van Heuit", dated June 2, 2015 (Agreement);
- B. The Agreement was previously amended by Amendment No. 1, dated May 6, 2016, Amendment No. 2, dated October 28, 2016, Amendment No. 3, dated September 5, 2017. The parties entered into an Amended and Restated Agreement for Services, dated September 27, 2018. Amendment No. 1 to the Amended and Restated Agreement for Services, dated October 31, 2019, and is again amended by this Amendment No. 2. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and
- C. The Parties entered into the Agreement as Amended for the purpose of having Contractor provide certain support activities further outlined in Exhibit A – Scope of Services, for the City Place Santa Clara project, and the Parties now wish to amend the Agreement to update the term.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 2 of the Agreement as Amended, entitled "TERM OF AGREEMENT" is amended to read as follows:

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the

term of this Agreement shall begin on June 2, 2015 and terminate on December 31, 2021.

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. 2, the provisions of this Amendment No. 2 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 2 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

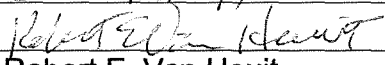
Dated: _____

BRIAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

ROBERT E. VAN HEUIT
an individual

Dated: December 4, 2020
By (Signature): 
Name: Robert E. Van Heuit
Title: Owner
Principal Place of
Business Address: 2621 Heritage Way, Medford, OR 97504
Email Address: rvanh2000@yahoo.com
Telephone: (541) 499-6123
Fax: ()

"CONTRACTOR"



Agenda Report

21-1264

Agenda Date: 1/12/2021

REPORT TO COUNCIL

SUBJECT

Action on the appointment of Qian Huang to the Planning Commission to serve a partial term ending June 30, 2021

COUNCIL PILLAR

Enhance Community Engagement and Transparency

BACKGROUND

On August 24, 2020, the City Council interviewed 10 Planning Commission applicants and appointed Ricci Herro to fill the one vacancy on the commission. In addition to making that appointment, the City Council established an eligibility list to expire on June 30, 2021 in the event any resignation should occur.

At the November 3, 2020 General Municipal election both Anthony Becker and Sudhanshu Jain were elected to serve on the City Council. They both submitted letters of resignation from the Planning Commission effective December 7, 2020, therefore two vacancies were created on the Planning Commission. The City Council accepted the resignations at the December 8, 2020 Council meeting. The two partial vacant terms end on June 30, 2021 and June 30, 2023.

DISCUSSION

City Charter Section 1006 states:

"There shall be a City Planning Commission consisting of seven members to be appointed by the City Council from the qualified electors of the City, none of whom shall hold any paid office or employment in the City government...."

On August 24, 2020, Council interviewed and appointed Ricci Herro to the Planning Commission. The Council approved the creation of an eligibility list to fill any vacancies that would occur through June 30, 2021.

A motion was made by Councilmember O'Neill, seconded by Councilmember Davis, to add Qian Huang to the eligibility list (expiring on June 30, 2021) for automatic appointment if a vacancy were to occur.

A second motion was made by Councilmember O'Neill, seconded by Vice Mayor Hardy, to add Yashraj Bhatnagar and Ali Zargari to the same eligibility list if a vacancy were to occur.

Council may consider making the automatic appointment tonight and staff will return at a future meeting date with options on filling the second partial term from the eligibility list put in place by

former Council action. Alternatively, the Council may direct staff to open a recruitment to the public to fill the position.

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 additional cost to the City other than administrative staff time and expense.

PUBLIC CONTACT

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

RECOMMENDATION

1. Declare two partial term vacancies: one term ending on June 30, 2021 and the second term ending June 30, 2023; and
2. Appoint Qian Huang to fill one partial term ending June 30, 2021, and staff will return at a future meeting date to consider options on filling the second vacancy from the eligibility list put in place by former council action or open a recruitment to the public to fill the position.

Reviewed by: Nora Pimentel, Assistant City Clerk

Approved by: Deanna J. Santana, City Manager

ATTACHMENT

1. Planning Commission Application - Qian Huang
2. Planning Commission Applications - Yashraj Bhatnagar and Ali Zargari



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

APPLICATION
BOARD, COMMISSIONS, AND COMMITTEE

CITY OF SANTA CLARA
City Clerk's Office 1500 Warburton Avenue,
Santa Clara, California 95050

Phone: 408-615-2220 E-mail: Clerk@santaclaraca.gov

*If you are having trouble viewing or submitting this form please download the free version of Adobe Reader:
<http://get.adobe.com/reader>

Board/ Commission/ Committee Applying For:	<input type="text" value="Planning Commission"/>		
Name:	<input type="text" value="Qian Huang"/>		
Address:	<input type="text"/>		
City:	<input type="text" value="SANTA CLARA"/>		
State:	<input type="text" value="CA"/>	Zip Code:	<input type="text"/>
E-mail Address:	<input type="text"/>		
Primary Phone Number	<input type="text"/>		
Secondary Phone Number	<input type="text"/>		
Are you eligible to register to vote in Santa Clara?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unsure
Are you a registered voter of Santa Clara?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unsure
Have you attended a meeting of this Board/ Commission/Committee?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unsure
Present Employer:	<input type="text"/>		
Job Title:	<input type="text"/>		

Previous Governmental Bodies/ Elective Offices
Applicant has served:

Position/ Office Held:

Dates:

✓

Civic or Charitable Organizations to which
Applicant has belonged:

Position(s) Held:

Dates:

--

--

--

--

--

--

--

--

--

Special Interests, Hobbies or Talents:

Build house.

College, Professional, Vocational Schools
attended:

Major Subject:

Degree/Dates:

San Jose State University

EE

Master/2001

--

--

--

--

--

--

Special awards or recognition received:

Please state reasons why you want to become a member of this Board/Commission/Committee, including what specific objectives you would be working toward as a member of this advisory board:

Try to serve our community.

Any other information which you feel would be useful to the City Council in reviewing your application:

Are you associated with any Organization/Employment that might be deemed a conflict of interest in performing your duties if appointed to this position?

☐ Yes

☒ No

☐ Unsure

If yes, please name the Organization or Employment.

City policy directs all advisory body members not to vote on matters where there exists a potential conflict of interest. Would you be willing to abstain from voting if such a conflict arises?

☒ Yes

☐ No

☐ Unsure

Have you ever been convicted of a felony or misdemeanor? Do not list any misdemeanor settled in juvenile court. (If yes, explain convictions)

Planning Commission

Signature of Applicant:

Qian Huang

Date Signed:

07/08/2020

By clicking submit you are confirming that you are the person listed in this application, and that all information provided is truthful and correct. You can also submit the completed application in person at: City Clerk's Office, 1500 Warburton Avenue, Santa Clara, California 95050. All information provided will be public information.



City of Santa Clara

The Center of What's Possible

APPLICATION BOARD, COMMISSIONS, AND COMMITTEE

CITY OF SANTA CLARA
City Clerk's Office 1500 Warburton Avenue,
Santa Clara, California 95050

Phone: 408-615-2220 E-mail: Clerk@santaclaraca.gov

CITY OF SANTA CLARA
OFFICE OF THE CITY CLERK
2020 JUL 30 PM 1:01

*If you are having trouble viewing or submitting this form please download the free version of Adobe Reader:
<http://get.adobe.com/reader>

Board/ Commission/ Committee Applying For:

Planning Commission

Name:

yashraj bhatnagar

Address:

City:

santa clara

State:

CA

Zip Code:

E-mail Address:

Primary Phone Number

Secondary Phone Number

Are you eligible to register to vote in Santa Clara?

☒ Yes

☐ No

☐ Unsure

Are you a registered voter of Santa Clara?

☒ Yes

☐ No

☐ Unsure

Have you attended a meeting of this Board/
Commission/Committee?

☐ Yes

☒ No

☐ Unsure

Present Employer:

Comet Technologies USA

Job Title:

Director of Quality

Previous Governmental Bodies/ Elective Offices
Applicant has served:

Position/ Office Held:

Dates:

--

--

--

--

--

--

--

--

--

Civic or Charitable Organizations to which
Applicant has belonged:

Position(s) Held:

Dates:

Indian Institute of Science Alumni Association of
North America (IISc AANA)

Board Member, Chairman of
the Board, Advisory Board
Member

Since 2006

--

--

--

--

--

--

Special Interests, Hobbies or Talents:

Special interests: Teaching, Being of service to others
Hobbies: Gardening
Talents: Quality of communication

College, Professional, Vocational Schools
attended:

Major Subject:

Degree/Dates:

Santa Clara University

MBA program courses offered
at Applied Materials

N/A

University of Cambridge, England

Ph D

1991

--

--

--

Special awards or recognition received:

Full-ride Nehru Scholarship for Cambridge University
Awards for organizational roles in Alumni conferences in the Bay Area (2007, 2019)

Please state reasons why you want to become a member of this Board/Commission/Committee, including what specific objectives you would be working toward as a member of this advisory board:

The City of Santa Clara is changing relatively rapidly in keeping up with the changes in our geographical area and environment -- this is significant for the relatively older and stable population. I would like to play a role in balancing the needs and desires of these forces so that a brighter future can be achieved for our city-community.

Any other information which you feel would be useful to the City Council in reviewing your application:

Graduate of the Leadership Santa Clara course in 2018

Are you associated with any Organization/Employment that might be deemed a conflict of interest in performing your duties if appointed to this position?

☐ Yes

☒ No

☐ Unsure

If yes, please name the Organization or Employment.

Comet Technologies USA

City policy directs all advisory body members not to vote on matters where there exists a potential conflict of interest. Would you be willing to abstain from voting if such a conflict arises?

☒ Yes

☐ No

☐ Unsure

Have you ever been convicted of a felony or misdemeanor? Do not list any misdemeanor settled in juvenile court. (If yes, explain convictions)

Planning Commission

Signature of Applicant:

yashraj bhatnagar

Date Signed:

07/29/2020

By clicking submit you are confirming that you are the person listed in this application, and that all information provided is truthful and correct. You can also submit the completed application in person at: City Clerk's Office, 1500 Warburton Avenue, Santa Clara, California 95050. All information provided will be public information.



City of Santa Clara

The Center of What's Possible

APPLICATION BOARD, COMMISSIONS, AND COMMITTEE

CITY OF SANTA CLARA
City Clerk's Office 1500 Warburton Avenue,
Santa Clara, California 95050

Phone: 408-615-2220 E-mail: Clerk@santacalaraca.gov

*If you are having trouble viewing or submitting this form please download the free version of Adobe Reader:
<http://get.adobe.com/reader>

Board/ Commission/ Committee Applying For:

Planning Commission

Name:

Ali Zargari

Address:

City:

Santa Clara

State:

CA

Zip Code:

E-mail Address:

Primary Phone Number

Secondary Phone Number

Are you eligible to register to vote in Santa Clara?

☒ Yes

☐ No

☐ Unsure

Are you a registered voter of Santa Clara?

☒ Yes

☐ No

☐ Unsure

Have you attended a meeting of this Board/
Commission/Committee?

☒ Yes

☐ No

☐ Unsure

Present Employer:

Job Title:

Previous Governmental Bodies/ Elective Offices
Applicant has served:

Position/ Office Held:

Dates:

--

--

--

--

--

--

--

--

--

Civic or Charitable Organizations to which
Applicant has belonged:

Position(s) Held:

Dates:

--

--

--

--

--

--

--

--

--

Special Interests, Hobbies or Talents:

- | |
|--|
| <ul style="list-style-type: none">- 13+ years of experience in functional engineering management of a sizable team at a fast-growing startup company- Working on construction projects for 20+ years- Teaching calculus and physics to high school students- Working on service-based startup ideas |
|--|

College, Professional, Vocational Schools
attended:

Major Subject:

Degree/Dates:

UCLA

Electrical Engineering

B.S. 2005

UCLA

Electrical Engineering Systems

PhD Candidate 2007 M.S courses completed

--

--

--

Special awards or recognition received:

Please state reasons why you want to become a member of this Board/Commission/Committee, including what specific objectives you would be working toward as a member of this advisory board:

I am passionate about city planning and working closely with engineers. I truly believe in serving the community to create a culturally inclusive environment for the people to raise their families.

I am a Senior Principal Automation engineer graduated from UCLA. I have lived in Santa Clara for the last 9 years. I believe my background in automation can be useful in taking initiatives towards technologically modernizing Santa Clara to a smart city. I have also worked closely with companies that use smart sensors in the construction projects. I have also invested in +

Any other information which you feel would be useful to the City Council in reviewing your application:

I am a Software engineer who knows about construction more than any construction GC. I have been the handyman and advisor for all the friends and family in regards to construction. I have also visited the city of Santa Clara planning and building department many times and met many of your professional employees in that department.

I have also launched a homeless program in the city of Santa Clara which later was taken over by a consultant group in Los Angeles. The idea was to connect the retired neighbors to each homeless person and plan a regular meet up between them +

Are you associated with any Organization/Employment that might be deemed a conflict of interest in performing your duties if appointed to this position?

☐ Yes

☒ No

☐ Unsure

If yes, please name the Organization or Employment.

City policy directs all advisory body members not to vote on matters where there exists a potential conflict of interest. Would you be willing to abstain from voting if such a conflict arises?

☒ Yes

☐ No

☐ Unsure

Have you ever been convicted of a felony or misdemeanor? Do not list any misdemeanor settled in juvenile court. (If yes, explain convictions)

Planning Commission

Signature of Applicant:

Ali Zargari

Date Signed:

07/26/2020

By clicking submit you are confirming that you are the person listed in this application, and that all information provided is truthful and correct. You can also submit the completed application in person at: City Clerk's Office, 1500 Warburton Avenue, Santa Clara, California 95050. All information provided will be public information.

Please state reasons why you want to become a member of this Board/Commission/Committee, including what specific objectives you would be working toward as a member of this advisory board:

I am passionate about city planning and working closely with engineers. I truly believe in serving the community to create a culturally inclusive environment for the people to raise their families.

I am a Senior Principal Automation engineer graduated from UCLA. I have lived in Santa Clara for the last 9 years. I believe my background in automation can be useful in taking initiatives towards technologically modernizing Santa Clara to a smart city. I have also worked closely with companies that use smart sensors in the construction projects. I have also invested in engineering companies that design sensors for traffic control and also used in self-driving cars.

At my current job, my responsibilities include coordinating project activities, directing engineers, evaluating project results, planning and monitoring project timelines, deliverables, and specifications.

Any other information which you feel would be useful to the City Council in reviewing your application:

I am a Software engineer who knows about construction more than any construction GC. I have been the handyman and advisor for all the friends and family in regards to construction. I have also visited the city of Santa Clara planning and building department many times and met many of your professional employees in that department.

I have also launched a homeless program in the city of Santa Clara which later was taken over by a consultant group in Los Angeles. The idea was to connect the retired neighbors to each homeless person and plan a regular meet up between them. Using this app allowed the neighbors to sign up as instructors to teach a skill set that can be useful for a person looking for a job. The classes were held in person. We also had a fundraising section to financially support the students while they were building up confidence and learning skills.



Agenda Report

21-1403

Agenda Date: 1/12/2021

REPORT TO COUNCIL

SUBJECT

Action on the Task Force on Diversity, Equity, and Inclusion's Recommended Appointments to the Task Force Vacancies

COUNCIL PILLAR

Enhance Community Engagement and Transparency

BACKGROUND

At the July 14, 2020 City Council (Council) meeting, the Council expressed support for engaging in a local community dialogue on a Santa Clara Plan to address the four (4) components outlined in former President Obama's "Commit to Action" Initiative (Initiative) and delegated authority to Mayor Lisa M. Gillmor and Police Chief Pat Nikolai to establish an Ad Hoc Committee in support of the Initiative.

At the September 29, 2020 Council meeting, the Council approved the Ad Hoc Committee's recommendation to establish a community-based, seven-member Task Force on Diversity, Equity, and Inclusion (Task Force) to support the development of a Santa Clara Plan to address the four (4) components of the "Commit to Action" Initiative and achieve equality for historically disenfranchised communities in the City of Santa Clara (City). The Council also approved the Ad Hoc Committee's recommended appointments to the Task Force upon its establishment: Darius Brown, Neil Datar, Andrew Knaack, and Diana Zamora-Marroquin. The September 29, 2020 report to Council is included with this report as Attachment 1.

The inaugural Task Force members were charged with interviewing and recommending community members to the Council for appointment to the Task Force's remaining three (3) seats. Staff posted the application packet on the Task Force website for two (2) weeks and promoted the recruitment process on the City's social media platforms.

At the December 2, 2020 Special Task Force meeting, the Task Force approved voting and selection guidelines (Attachment 2) and interview questions (Attachment 3). The Task Force granted interviews to 31 applicants, three (3) of whom withdrew from consideration. The Task Force conducted interviews over a two-day period on December 9 and 16, 2020.

DISCUSSION

At the December 16, 2020 Special Task Force meeting, the Task Force voted to recommend that the Council appoint the following individuals to the remaining Task Force vacancies:

1. Joyce Davis
2. Mark Gilley

3. Dorothy Ma

Following Council's appointment to the Task Force, the new members will take the Oath of Office with the City Clerk's Office and will be able to participate in Task Force meetings.

The Task Force also approved establishing an eligibility list with the applicants who made it to the last round of voting, but were not selected: Innæ Park, Kevin Landis, and Gustavo Rangel. Upon Council approval, the established eligibility list will be active for a period of one year, and will be used in the event a vacancy occurs.

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.

COORDINATION

This report was coordinated with the City Attorney's Office and City Clerk's Office.

PUBLIC CONTACT

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

RECOMMENDATION

1. Appoint Joyce Davis, Mark Gilley, and Dorothy Ma to the three (3) vacancies on the Task Force on Diversity, Equity, and Inclusion (Task Force) as recommended by the inaugural Task Force members; and
2. Approve establishment of an eligibility list with Innæ Park, Kevin Landis, and Gustavo Rangel that will be active for one (1) year and used in the event a Task Force vacancy occurs.

Reviewed by: Nadine Nader, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. RTC 20-875
2. Task Force Voting and Selection Guidelines
3. Task Force Interview Questions



Agenda Report

20-875

Agenda Date: 9/29/2020

REPORT TO COUNCIL

SUBJECT

Report from the Mayor and Police Chief on “Commit to Action” Initiative Efforts and Action on Establishing a Community-based Task Force on Diversity, Equity, and Inclusion and Council Appointment of Task Force Members [Not to be Heard Prior to 6:00 PM]

BACKGROUND

At the July 14, 2020 City Council (Council) meeting, the Council delegated authority to Mayor Gillmor and Police Chief Nikolai to establish an Ad Hoc Committee in support of former President Obama’s “Commit to Action” Initiative (Initiative). With an understanding of this historic window and sense of urgency for meaningful change, the Council expressed support for engaging in a local community dialogue on a Santa Clara Plan to address the four components of the Initiative (Attachment 1) and identify key issues facing the City of Santa Clara (City) involving historically disenfranchised individuals or communities. Establishing a community-based task force will enable the City to engage the local community in an open dialogue and will help the City take actions to achieve racial equity by working to ensure that all Santa Clarans have access to an equal quality of life and equal access to opportunity.

DISCUSSION

Mayor Gillmor and Police Chief Nikolai met regularly over the last 10 weeks and engaged help and assistance from the following individuals who expressed a strong interest in the Initiative work effort: Andrew Knaack, FY2019/20 Chair of the Parks and Recreation Commission; Darius Brown, Member of the Housing Rehabilitation Loan Committee (HRLC); and Neil Datar, Former Chair of Santa Clara University’s Student Senate for Associated Student Government and recent graduate of Duke University School of Law. Councilmember Kathy Watanabe and Councilmember Teresa O’Neill participated in the meetings as well, and provided guidance, leadership, and research findings.

We are also fortunate to have established a Memorandum of Understanding (MOU) with Santa Clara University under President Father Kevin O’Brien for a collaboration with the Markkula Center for Applied Ethics (MCAE). The MOU is included in this report as Attachment 2. Part of our collaboration will include MCAE working as an advisor to the proposed, community-based Task Force on Diversity, Equity, and Inclusion (Task Force) and helping to establish the Task Force’s Mission Statement and Values Statement. MCAE will also advise on processes to implement a series of community conversations, which will engage and empower a broad spectrum of stakeholders.

Over the last several weeks, Joan Harrington, MCAE Director of Social Sector Ethics, has been assisting the Ad Hoc Committee with developing a proposed mission statement and organizational model, as well as advising on methods for engaging the community. The Ad Hoc Committee has developed a proposed Mission Statement that reflects the purpose and goals of the Task Force.

Proposed Mission Statement and General Governance:

“In response to the national call for police use of force reform, the City of Santa Clara created the Task Force on Diversity, Equity, and Inclusion. Through an open dialogue with the communities of Santa Clara and directed by community input, the Task Force shall make recommendations for changes in government policies, structures, services, and culture that negatively impact or do not fully benefit historically disenfranchised communities. The Task Force will continuously involve the communities on recommendations and progress.”

The Task Force will be overseen by the Mayor and Police Chief and led by community members appointed by the Council. The Task Force will consist of up to seven community members who will help review police use of force policies and engage communities to seek a diverse range of input, experiences, and stories. The Task Force will report findings to the Council and bring forward recommendations for policy reform shaped and informed by community input. Meetings of the Task Force will be subject to the Brown Act.

At its September 17, 2020 meeting, the Ad Hoc Committee recommended that, upon the Task Force’s establishment, Andrew Knaack, FY2019/20 Chair of the Parks and Recreation Commission; Darius Brown, Member of the HRLC; Neil Datar, Former Chair of Santa Clara University’s Student Senate for Associated Student Government; and Dianna Zamora-Marroquin, Political/Communications Director at the South Bay AFL-CIO Labor Council, be appointed to lead the Task Force. The established Task Force will interview and recommend community members to the Council for appointment to the Task Force’s remaining three seats.

In an effort to build a coalition of community partners representing diverse perspectives, the Task Force will identify community members or organizations already doing related work and who share an interest in addressing the issues. The Task Force will be charged with recommending an advisory board to the Council for appointment.

Task Force’s Timeline and Goals

After the appointment of the remaining three seats, the Task Force will then set specific short-term and long-term goals, with an associated timeline (below). The Task Force will be first tasked to gather information, formally engage community organizations, and request assistance in identifying historically disenfranchised residents, with a special focus on those who are traditionally unheard.

As the foremost responsibility of the Task Force is to listen to all communities within the City and hear their unique concerns, it will host listening sessions with the intent of capturing stories and experiences from individuals and groups. Through these listening sessions, the Task Force will then identify key overarching issues facing the City.

After identifying issues with the community, both short and long-term recommendations on policy reform and strategies will be brought to the Council.

Tentative Timeline

October 2020 - December 2020: Establishment of Task Force and Advisory Board. Task Force and Advisory Board will collaborate and conduct initial review of police use of force policies and other city policies.

November 2020 - June 2021: Engage the community by encouraging all residents to attend listening

sessions to participate and support dialogue around systemic inequalities. Community engagement will allow for a diverse range of input, experiences, and stories, and will help ensure that the voices of communities of color are included as the main focus of the Task Force's considerations in developing policy and strategy recommendations. The Task Force will conduct an additional review of police and city policies that are brought forward during the listening sessions.

August 2021 - September 2021: Report the findings of the review to the community and seek feedback from the community on possible recommendations on policy reform and strategies to the Council.

October 2021 - November 2022: Present findings and recommendations to the Council that will reform the City's police use of force policies and any governmental policies, structures or culture that negatively impact or do not fully benefit historically disenfranchised communities and present possible recommendations to the Council on City Charter changes, one of which may be to establish Oversight Body or Commission.

City Staff Support

At this time, City staff will be needed to help supply information, support meetings of the Task Force, and provide communications and outreach to the community. Translation services will be needed as well.

If expert consultants are needed for the Task Force, specific requests can be brought back to the Council for 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 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 associated with this report other than administrative time to support this effort. The City will use existing funds within the approved budget to absorb the cost of translation services and, if additional appropriation is needed, we will return with a request.

COORDINATION

This report was coordinated with the City Attorney's Office and 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>>.

RECOMMENDATION

1. Approve the establishment of the Task Force on Diversity, Equity, and Inclusion to support the

- development of a Santa Clara Plan to address the four (4) components of the “Commit to Action” Initiative to achieve equality for historically disenfranchised communities in our City; and
2. Appoint Andrew Knaack, FY2019/20 Chair of the Parks and Recreation Commission; Darius Brown, Member of the HRLC; Neil Datar, Former Chair of Santa Clara University’s Student Senate for Associated Student Government; and Dianna Zamora-Marroquin, Political/Communications Director at the South Bay AFL-CIO Labor Council, to the Task Force on Diversity, Equity, and Inclusion.

Approved by: Mayor Lisa M. Gillmor and Police Chief Pat Nikolai

ATTACHMENTS

1. “Commit to Action” Initiative Pledge
2. Memorandum of Understanding with Santa Clara University



COMMIT TO ACTION

A call for mayors, city councils, and police oversight bodies to address police use of force policies.

Share   

TAKE THE PLEDGE

WORKSHOPS

BECOME AN MBK COMMUNITY

The killings of George Floyd, Breonna Taylor, Ahmaud Arbery, and the loss of far too many Black lives to list, have left our nation anguished and outraged.

More than 1,000 people are killed by police every year in America, and Black people are three times more likely to be killed than White people. We can take steps and make reforms to combat police violence and systemic racism within law enforcement. Together, we can work to redefine public safety so that it recognizes the humanity and dignity of every person.

Mayors and other City Council officials are uniquely positioned to introduce common-sense limits on police use of force. That's why the My Brother's Keeper Alliance is calling on mayors to commit to the following actions:

1. **REVIEW** your police use of force policies.
2. **ENGAGE** your communities by including a diverse range of input, experiences, and stories in your review.
3. **REPORT** the findings of your review to your community and seek feedback.
4. **REFORM** your community's police use of force policies.

Everyone can support this effort—and we hope that individuals across the country will take action to urge their mayors to take these steps for change.

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF SANTA CLARA
AND
SANTA CLARA UNIVERSITY

WHEREAS, the City of Santa Clara (the "CSC"), under Mayor Lisa M. Gillmor, and Santa Clara University ("Santa Clara University"), under President Kevin O'Brien, wish to establish this collaboration in the manner described herein.

NOW, THEREFORE, In consideration of the promises set forth in this Memorandum of Understanding ("MOU"), Santa Clara University and CSC hereby agree as follows:

1. Collaboration. The CSC and Santa Clara University agree to work together to explore the topics described in Exhibit A to this MOU and to identify ways in which they can further collaborate in their work on these topics.
2. Future Written Agreements. The provisions of this MOU are not intended to create any legally binding rights or obligations between the parties hereto. Neither party shall have any legal or financial obligation to the other party unless and until one or more mutually acceptable written agreement(s) implementing the principles specified in this MOU has been executed by a duly authorized representatives of each party hereto.
3. Liaisons. Each party shall designate a person or office to serve as liaison for implementing this MOU. These liaisons will exchange information regularly on the topics set forth in Exhibit A and other topics of mutual interest to the CSC and Santa Clara University. At the time of the signing of this document,

For the City of Santa Clara, the liaison will be Neil Datar (ndatar@alumni.scu.edu)

For Santa Clara University, the liaison will be Santa Clara University's Markkula Center for Applied Ethics ("MCAE"), and the contacts for the Markkula Center shall be Joan Harrington (j1harrington@scu.edu) and Thor Wasbotten (twasbotten@scu.edu)
4. Effective Date. This MOU shall have effect from the last date that the document has been signed by both parties until the earlier of (a) the first anniversary of that date or (b) the date on which either party elects to terminate the MOU as described herein. Upon expiration of this MOU, the parties may mutually agree to renew this MOU by written instrument.
5. Termination. Either party may terminate this MOU by delivering one month written notice to the other party. The termination of this MOU shall have no force or effect on any separate Agreement between the parties hereto.

Exhibit A

Santa Clara University is the Jesuit university in Silicon Valley, and President Kevin O'Brien, SJ, is committed to providing support and resources to make this cooperation successful. The staff of Santa Clara University's MCAE have expertise in ethics and organizational culture.

Mission Statement and Value Statement

MCAE will work as an adviser to the City of Santa Clara's Task Force on Diversity, Equity, and Inclusion (TFDEI), or other name as defined by the CSC, to establish or refine a Mission Statement and Values Statement for the Charter of the Task Force.


Community Conversations

MCAE will advise the TFDEI on processes to implement a series of community conversations, which will engage and empower a broad spectrum of stakeholders.

Services Provided by MCAE


With common interests in the role that ethics and culture play in society, CSC and Santa Clara University may want to explore other ways of cooperation. Services as outlined above will be offered pro bono by MCAE. For work outside of the scope of what is defined in Exhibit A, MCAE and the City of Santa Clara will negotiate terms for fee-for service.

For the City of Santa Clara:


Signature

Lisa M. Gillmor, Mayor
Printed Name & Title

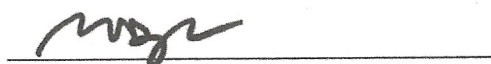
9/8/20
Date


Signature

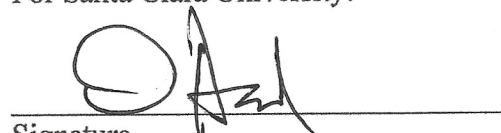
PAT NIKOLAI CHIEF OF POLICE
Printed Name & Title

9/3/20
Date

Approved as to form


Brian Doyle
City Attorney

For Santa Clara University:


Signature

Don Heiden, Exec Director
Printed Name & Title

10/6/20
Date

CITY OF SANTA CLARA
VOTING GUIDELINES FOR THE APPOINTMENT
OF APPLICANTS TO TASK FORCE ON DIVERSITY, EQUITY,
AND INCLUSION

- 1) The Task Force on Diversity, Equity, and Inclusion (Task Force) is given a copy of the applications in their weekly packet to review and consider applicant qualifications.
- 2) Task Force interviews applicant. Interviews are held virtually.
 - A) Each applicant is given two (2) minutes for an opening statement. There will be seven (7) minutes allocated for Q&A. The applicant may respond to questions from the Council. The applicant has one (1) minute for a closing statement.
- 3) Task Force votes for applicants:
 - A) The Task Force will cast one vote each for their six (6) desired appointees. Only one vote per applicant is allowed. A Task Force Member may choose to vote for only one applicant but will relinquish the other vote.
- 4) The votes are tallied:
 - A) The Assistant City Clerk will announce the six (6) applicants who received the highest number of votes. In the event of a tie, there will be another round of re-voting for the those remaining; the round of re-voting would be for only those applicants who received votes in the first round. The Task Force then has an opportunity to deliberate regarding the remaining six (6) applicants. The Task Force will then cast one vote each for their top three (3) desired appointees. The Assistant City Clerk will announce the three candidates (3) who received the most votes.
 - i. If there is a tie, there will be 3 re-votes for the Task Force to reconsider the applicants. The Task Force has the opportunity to deliberate between each round of re-voting.
 - ii. If there is still a tie and there is not a full Task Force present, the Task Force will defer the decision until a full Task Force is present, and re-interview the top six (6) applicants.
 - iii. If there is a full Task Force present, the Members will draw straws, with the person drawing the long straw abstaining from voting at the next round. The Task Force has the opportunity to deliberate.

- iv. The Task Force votes, with the applicant receiving the highest number of votes being the winner. The Assistant City Clerk will announce the winner.
- 5) A Task Force Member makes a motion to appoint the three (3) applicants that received the highest number of votes. The Task Force has the opportunity to vote unanimously to appoint the applicants by taking a roll call vote during the virtual meeting.

Task Force on Diversity, Equity, and Inclusion Interview Questions

1. The Task Force on Diversity, Equity, and Inclusion (Task Force) seeks to accomplish its mission within a 2-year timeframe, making progress on individual goals even before that. Can you commit to attending all meetings, potentially serving on at least one subcommittee, and being responsive to email messages within 24 hours of receiving them?
2. What is your definition of disenfranchised communities? What are your ideas for and experience in engaging these communities?
3. Please share an example that highlights your respect for people and their inherent differences. How would you approach individuals in our City with differing views on the issues and seek to reconcile those views?
4. As a resident, what aspects of the City's relationship with residents do you feel most needs to be reformed? What are some specific actions you want to do in the next year to further the development and advancement in diversity, equity, and inclusion work?
5. Anything we haven't covered that you feel we should know.

Are you interested in volunteering with the Task Force?



Agenda Report

21-1405

Agenda Date: 1/12/2021

REPORT TO COUNCIL

SUBJECT

Action on Adoption of an Ordinance No. 2023 adding Chapter 9.65 to the City Code to provide Hotel Service Workers Retention Rights [Deferred from December 16, 2020]

COUNCIL PILLAR

Promote and Enhance Economic, Housing and Transportation Development

BACKGROUND

At the October 27, 2020 Council meeting, proposed Ordinance No. 2023 passed for the purpose of publication. Pursuant to City Charter Sections 808 and 812, a summary of proposed Ordinance No. 2023 was published on December 2, 2020 and December 30, 2020, and copies were posted in three public places.

Proposed Ordinance No. 2023 would amend the current Worker Retention Ordinance to add Chapter 9.65 "Hotel Service Worker Retention" and would include the following provisions:

Applicability: The proposed Ordinance would apply to any hotel with fifty (50) or more guest rooms

Covered Employees: Consistent with the existing Worker Retention Ordinance, the proposed ordinance would apply to full or part time workers (8 hours a week or more) whose primary place of employment is at a hotel subject to a change in control, (2) who is employed directly by the incumbent hotel employer, or by a person who has contracted with the incumbent hotel employer to provide services at the hotel subject to a change in control, and (3) who has worked for the incumbent hotel Employer for at least 90 days prior to the execution of the transfer document. Not included are managerial, supervisory, or confidential employees.

Notification and Retention Procedures:

Consistent with the existing Worker Retention Ordinance, the proposed ordinance would require:

- Within 15 days after the execution of a transfer document, the incumbent hotel employer shall provide to the successor hotel employer the name, address, date of hire and employment classification of each hotel worker.
- Successor hotel employer shall maintain a preferential hiring list of hotel workers identified in the list provided by the incumbent hotel employer and shall be required to hire from that list for a period beginning upon the execution of the transfer document and continuing for six months after the hotel is open to the public under the successor hotel employer.

- If the successor hotel employer extends an offer of employment to a hotel worker, the successor hotel employer shall retain written verification of that offer for no fewer than three years from the date the offer was made.
- The successor hotel employer shall retain each hotel worker hired for no fewer than 90 days following the hotel worker's employment commencement date. During these 90 days, hotel workers shall be employed under the terms and conditions established by the successor hotel employer or as required by law.
- The successor hotel employer shall provide hotel workers with a written offer of employment. This offer shall remain open for at least ten business days from the date of the offer.
 - If the successor hotel employer determines that it requires fewer hotel workers than were required by the incumbent hotel employer, it will retain hotel workers by seniority within each job classification to the extent that comparable job classifications exist.
 - During the 90-day transition employment period, the successor hotel employer shall not discharge a hotel worker without cause.
 - At the end of the 90-day transition employment period, the successor hotel employer shall perform a written performance evaluation for each hotel worker retained. If the hotel worker's performance during the 90-day transition employment period is satisfactory, the successor hotel employer shall consider offering the hotel worker continued employment.
- The Incumbent Hotel Employer shall post written notice of the change in control at the location of the affected hotel within five business days following the execution of the transfer document. Notice shall remain posted during any closure of the hotel and for six months after the hotel is open to the public under the successor hotel employer. Notice shall include the name of the incumbent hotel employer and its contact information, the name of the successor hotel employer and its contact information, and the effective date of the change in control. The notice shall be posted in a place at the hotel to be viewed by hotel workers, other employees, and applicants for employment.

DISCUSSION

Before final action on proposed Ordinance No 2023, City Council directed staff to conduct outreach on the proposed changes to the current Worker Recall Ordinance. Staff scheduled two public input sessions. The first session was held on Monday November 16, 2020 at 6:00 p.m. and the second was held on Tuesday, November 17, 2020 at noon. No objections were noted at either public input session.

A presentation was also given at the Tourism Improvement District (TID) meeting on November 12, 2020. Representatives from several potentially impacted hotels attend this meeting and no concerns were noted.

The public input sessions were advertised as follows:

- Flyer (mailed and emailed to all hotels in the City with 50 or more guestrooms)
- Social Media
- Press Release
- Webpage

City staff also made the public input session presentation from the November 17, 2020 meeting available on the Worker Retention webpage.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

There is no fiscal impact other than administrative staff time.

COORDINATION

This report has been coordinated with the City Attorney’s office.

PUBLIC CONTACT

A summary of proposed Ordinance No. 2023 was published to the Santa Clara Weekly on December 2, 2020 and December 30, 2020, 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>>.

RECOMMENDATION

Adopt Ordinance No. 2023 adding Chapter 9.65 to the City Code to provide Hotel Service Workers Retention Rights.

Reviewed by: Brian Doyle, City Attorney and Ruth Mizobe Shikada, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Ordinance No. 2023 (Intro)

ORDINANCE NO. 2023

AN ORDINANCE OF THE CITY OF SANTA CLARA, CALIFORNIA, TO ADD CHAPTER 9.65 ("HOTEL SERVICE WORKER RETENTION") TO TITLE 9 ("PUBLIC PEACE, MORALS AND WELFARE") OF "THE CODE OF THE CITY OF SANTA CLARA, CALIFORNIA" TO REQUIRE RETENTION OF HOTEL SERVICE WORKERS UNDER CERTAIN CIRCUMSTANCES

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

SECTION 1: That Chapter 9.65 (entitled "Hotel Service Worker Retention") is added to Title 9 (entitled "Public Peace, Morals and Welfare") of "The Code of the City of Santa Clara, California" ("SCCC") to read as follows:

"Chapter 9.65

Hotel Service Worker Retention

Sections:

- 9.65.010 Definitions.
- 9.65.020 Hotel employers' responsibilities.
- 9.65.030 Transition employment period.
- 9.65.040 Notice of change in control.
- 9.65.050 Enforcement.
- 9.65.060 Exemption for collective bargaining agreement.
- 9.65.070 No waiver of rights.

9.65.010 Definitions.

The following definitions shall apply to this chapter:

- (a) "City" means the City of Santa Clara.
- (b) "Change in Control" means any sale, assignment, transfer, contribution, or other disposition of all or substantially all of the assets used in the operation of a Hotel or a discrete portion of the Hotel that continues in operation as a Hotel, or a controlling interest (including by consolidation, merger, or reorganization) of the Incumbent Hotel Employer or any Person who controls the Incumbent Hotel Employer.

(c) "Employment Commencement Date" means the date on which a Hotel Worker retained by the Successor Hotel Employer pursuant to this chapter commences work for the Successor Hotel Employer in exchange for benefits and compensation under the terms and conditions established by the Successor Hotel Employer or as required by law.

(d) "Hotel" means an establishment consisting of one building or a group of attached or detached buildings containing lodging accommodations, a majority of which are designed for use by transients, travelers, or temporary guests. Facilities provided may include maid service, laundering, meal and beverage service, meeting rooms, incidental merchandise sales, barber and beauty shops, kitchens, and other incidental services and facilities.

(e) "Hotel Worker" means any individual (1) whose primary place of employment is at a Hotel subject to a Change in Control, (2) who is employed directly by the Incumbent Hotel Employer, or by a Person who has contracted with the Incumbent Hotel Employer to provide services at the Hotel subject to a Change in Control, and (3) who has worked for the Incumbent Hotel Employer on a full- or part-time basis (eight hours or more a week) during the ninety (90) days immediately preceding any transition to the execution of the Transfer Document. "Hotel Worker" does not include a managerial, supervisory, or confidential employee.

(f) "Incumbent Hotel Employer" means the Person that owns, controls, and/or operates a Hotel subject to a Change in Control prior to the Change in Control.

(g) "Person" means an individual, corporation, partnership, limited partnership, limited liability partnership, limited liability company, business trust, estate, trust, association, joint venture, agency, instrumentality, or any other legal or commercial entity, whether domestic or foreign.

(h) "Successor Hotel Employer" means the Person that owns, controls, and/or operates a Hotel subject to a Change in Control after the Change in Control.

(i) "Transfer Document" means the purchase agreement or other document(s) creating a binding agreement to effect the Change in Control.

9.65.020 Hotel employers' responsibilities.

(a) The Incumbent Hotel Employer shall, within 15 days after the execution of a Transfer Document, provide to the Successor Hotel Employer the name, address, email address, phone numbers, date of hire, and employment occupation classification of each Hotel Worker.

(b) The Successor Hotel Employer shall maintain a preferential hiring list of Hotel Workers identified by the Incumbent Hotel Employer as set forth in Subsection (a) of this section, and shall be required to hire from that list for a period beginning upon the execution of the Transfer Document and continuing for six months after the Hotel is open to the public under the Successor Hotel Employer.

(c) If the Successor Hotel Employer extends an offer of employment to a Hotel Worker, the Successor Hotel Employer shall retain written verification of that offer for no fewer than three years from the date the offer was made. The verification shall include the name, address, date of hire, and employment occupation classification of each Hotel Worker.

9.65.030 Transition employment period.

(a) A Successor Hotel Employer shall retain each Hotel Worker hired pursuant to this chapter for no fewer than 90 days following the Hotel Worker's Employment Commencement Date. During this 90-day transition employment period, Hotel Workers shall be employed under the terms and conditions established by the Successor Hotel Employer or as required by law. The Successor Hotel Employer shall provide Hotel Workers with a written offer of employment. This offer shall remain open for at least ten business days from the date of the offer.

(b) If, within the period established in § 9.65.020(b), the Successor Hotel Employer determines that it requires fewer Hotel Workers than were required by the Incumbent Hotel Employer, the Successor Hotel Employer shall retain Hotel Workers by seniority within each job classification to the extent that comparable job classifications exist.

(c) During the 90-day transition employment period, the Successor Hotel Employer shall not discharge without cause a Hotel Worker retained pursuant to this chapter.

(d) At the end of the 90-day transition employment period, the Successor Hotel Employer shall perform a written performance evaluation for each Hotel Worker retained pursuant to this Chapter. If the Hotel Worker's performance during the 90-day transition employment period is satisfactory, the Successor Hotel Employer shall consider offering the Hotel Worker continued employment under the terms and conditions established by the Successor Hotel Employer or as required

by law. The Successor Hotel Employer shall retain a record of the written performance evaluation for a period of no fewer than three years.

9.65.040 Notice of change in control.

(a) The Incumbent Hotel Employer shall post written notice of the Change in Control at the location of the affected Hotel within five business days following the execution of the Transfer Document. Notice shall remain posted during any closure of the Hotel and for six months after the Hotel is open to the public under the Successor Hotel Employer.

(b) Notice shall include, but not be limited to, the name of the Incumbent Hotel Employer and its contact information, the name of the Successor Hotel Employer and its contact information, the effective date of the Change in Control, and the rights provided by Section 9.65.030.

(c) Notice shall be posted in a conspicuous place at the Hotel so as to be readily viewed by Hotel Workers, other employees, and applicants for employment.

9.65.050 Enforcement.

(a) Hotel Workers may bring an action in the Superior Court of the State of California against the Incumbent Hotel Employer or the Successor Hotel Employer for violations of this Chapter and may be awarded:

(1) Hiring and reinstatement rights pursuant to this Chapter, with the 90-day transition employment period not commencing until the Hotel Worker's Employment Commencement Date with the Successor Hotel Employer.

(2) Front Pay or back pay for each day during which the violation

continues, which shall be calculated at a rate of compensation not less than the higher of:

(A) The average regular rate of pay received by the Hotel Worker during the last three years of the Hotel Worker's employment in the same occupation classification; or

(B) The most recent regular rate received by the Hotel Worker while employed by either the Incumbent Hotel Employer or the Successor Hotel Employer.

(3) If a Hotel Worker is the prevailing party in any legal action taken pursuant to this section, the court shall award reasonable attorney's fees and costs as part of the costs recoverable.

(4) Notwithstanding any provision of this Code or any other ordinance to the contrary, no criminal penalties shall attach for violation of this Chapter.

9.65.060 Exemption for collective bargaining agreement.

All of the provisions of this Chapter, or any part thereof, may be waived in a bona fide collective bargaining agreement, but only if the waiver is explicitly set forth in the agreement in clear and unambiguous terms. Unilateral implementation of terms and conditions of employment by either party to a collective bargaining relationship shall not constitute, or be permitted, as a waiver of all or any part of the provisions of this Chapter.

9.65.070 No waiver of rights

Except for bona fide collective bargaining agreements, any waiver by a Hotel

Worker of any or all of the provisions of this Chapter shall be deemed contrary to public policy and shall be void and unenforceable. Any attempt by an Incumbent or Successor Hotel Employer to have a Hotel Worker waive rights given by this Chapter shall constitute a violation of this Chapter.


SECTION 2: 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 3: 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 27TH day of October, 2020, by the following vote:

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

ATTEST:



NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference: None.



Agenda Report

21-1406

Agenda Date: 1/12/2021

REPORT TO COUNCIL

SUBJECT

Action on Adoption of Ordinance No. 2025 amending the Transit Neighborhood Zoning District, the Zoning District applicable to the Tasman East Specific Plan area boundaries, to allow certain non-residential uses within the first three floors of mixed-use buildings and to correct an error regarding permissible density ranges (Deferred from December 16, 2020)

COUNCIL PILLAR

Promote and Enhance Economic, Housing and Transportation Development

BACKGROUND

At the November 17, 2020 Council meeting, proposed Ordinance No. 2025 was passed for the purpose of publication. Pursuant to City Charter Sections 808 and 812, a summary of proposed Ordinance No. 2025 was published to the Santa Clara Weekly on December 2, 2020 and January 6, 2021, and copies were posted in three public places.

The proposed ordinance was one of three items the City Council considered on November 17, 2020 related to the Tasman East Specific Plan (TESP). The Council adopted the TESP in late 2018, along with establishing a Transit Neighborhood (TN) zoning district, to guide the development of a new 45-acre mixed-use, pedestrian-friendly, transit-oriented development. In addition to authorizing the construction of 4,500 dwelling units, the 2018 approvals provided for 100,000 square feet of neighborhood-oriented and convenience retail uses on the ground floor of buildings.

On November 17, 2020, the Council approved an amendment to the TESP to replace a proposed street extension for Calle Del Sol with a pedestrian and bicycle paseo, to allow for alternate methods of trip reduction, and to correct a clerical error in the Plan regarding the affordable housing requirement. The Council also adopted a resolution to override the Airport Land Use Commission's determination of inconsistency to the San Jose Mineta International Airport's Comprehensive Land Use Plan. In addition, the Council introduced proposed Ordinance No. 2025, which would adopt changes to the Transit Neighborhood Zoning District, and adopted an addendum to the certified Environmental Impact Report (EIR), analyzing all of the above revisions.

DISCUSSION

The proposed ordinance would modify the TN zoning district to allow commercial uses including daycare, preschool, and co-working to occur within the first three floors of mixed use buildings. In addition, the ordinance would make a technical correction to the TN district to reflect the density ranges in the adopted Specific Plan, by allowing for a minimum density of 60 dwelling units per acre for existing parcels of less than one acre.

ENVIRONMENTAL REVIEW

The Tasman East Specific Plan and TN zoning district were analyzed under an EIR adopted and certified by the City Council on November 13, 2018. On November 17, 2020, the Council adopted an Addendum to the EIR that analyzed all of the TESP-related changes, including the proposed Ordinance.

FISCAL IMPACT

There is no fiscal impact to the City other than administrative staff time and expense processing the associated action.

COORDINATION

This report was coordinated with the Community Department and City Attorney's Office.

PUBLIC CONTACT

A summary of proposed Ordinance No. 2025 was published to the Santa Clara Weekly on December 2, 2020 and January 6, 2021, 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>>.

RECOMMENDATION

Adopt Ordinance No. 2025 amending the Transit Neighborhood Zoning District to allow certain non-residential uses within the first three floors of a mixed-use building and to correct an error regarding permissible density ranges.

Reviewed by: Reena Brilliot, Planning Manager, Community Development Department

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Ordinance No. 2025 (Intro)

ORDINANCE NO. 2025

AN ORDINANCE OF THE CITY OF SANTA CLARA, CALIFORNIA, AMENDING CHAPTER 18.25, REGULATIONS FOR THE TRANSIT NEIGHBORHOOD ZONING DISTRICT, OF TITLE 18, ZONING, OF "THE CODE OF THE CITY OF SANTA CLARA, CALIFORNIA" TO ALLOW CERTAIN NONRESIDENTIAL USES AS PERMITTED USES WITHIN THE FIRST THREE FLOORS OF MIXED USE BUILDINGS AND TO MAKE OTHER TECHNICAL CHANGES

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

WHEREAS, on November 13, 2018, the City Council approved adding a new Chapter, 18.25 to the Code of the City of Santa Clara to add regulations for the Transit Neighborhood Zoning District;

WHEREAS, on November 13, 2018, the City Council approved a Specific Plan for the Tasman East Area, which contemplates a transit-oriented pedestrian-friendly neighborhood of up to 4,500 residential units with supportive retail uses, proximate to the Lick Mill Light Rail Station;

WHEREAS, development in the Tasman East Specific Plan Area will include a variety of forms of high-density urban housing, including podium buildings, residential towers, and residential mixed-use buildings and complementary nonresidential activity will further the creation of a complete neighborhood;

WHEREAS, nonresidential uses, such as offices and co-working, have been proposed above ground floor spaces in the Tasman East Specific Plan Area, and the City desires to allow these complementary uses;

WHEREAS, the Tasman East Specific Plan and the Transit Neighborhood Zoning District require a minimum residential density of 100 dwelling units per acre, but the Specific Plan

also includes an exception for preexisting parcels of less than one acre. For such smaller parcels, the Specific Plan allows a residential density of 60 dwelling units per acre; and

WHEREAS, to ensure full consistency between the zoning ordinance and the Specific Plan, the City now intends to amend the Specific Plan to add the exception for smaller lots.

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

SECTION 1: That Section 18.25.030 (entitled "Permitted Uses") of Chapter 18.25 (entitled "Regulations for the Transit Neighborhood (TN) District") of Title 18 (entitled "Zoning") of "The Code of the City of Santa Clara, California" ("SCCC") is hereby amended to read as follows:

"18.25.030 Permitted uses.

- (a) Multiple-family dwellings.
- (b) Home occupation as defined under Chapter 18.06 SCCC.
- (c) Live/work units.
- (d) Supportive housing, subject to the same standards and restrictions as other dwelling units under this chapter.
- (e) Transitional housing, subject to the same standards and restrictions as other dwelling units under this chapter.
- (f) Housing for the Ambulatory Aged.
- (g) On the ground floor of mixed use structures, or in buildings intended solely for retail use, any use permitted in the CC Community Commercial district (Chapter 18.36 SCCC), CN Neighborhood Commercial district (Chapter 18.34 SCCC), or OG General Office district (Chapter 18.32 SCCC), each as amended, except that auto repair and auto

sales, other than product showcase venues, are not permitted, subject to the regulations set forth in this chapter.

(h) On the first three floors of mixed use structures, professional offices, financial and general business offices, and day care, preschool, and nursery school uses.

(i) Outdoor seating and dining areas appurtenant to retail uses.

(j) Live entertainment that is wholly incidental to an otherwise permitted commercial use.

(k) Outdoor walk-up facility appurtenant to retail uses.

(l) On-sale of alcohol appurtenant to restaurant uses.

(m) Neighborhood Light Industrial uses, with a public facing component, including but not limited to breweries, wineries, catering companies, garment manufacturing, and crafts and artists' studios. Such uses shall be operated completely within an enclosed building."

SECTION 2: That Section 18.25.060 (entitled "Development Standards") of Chapter 18.25 (entitled "Regulations for the Transit Neighborhood (TN) District") of Title 18 (entitled "Zoning") of "The Code of the City of Santa Clara, California" ("SCCC") is hereby amended to read as follows:

"18.25.060 Development standards.

(a) Maximum Dwelling Unit Density. For the Transit Neighborhood district, the maximum dwelling unit density is 350 dwelling units per acre.

(b) Minimum Dwelling Unit Density. For the Transit Neighborhood district, the minimum dwelling unit density is 60 dwelling units per acre on parcels less than one acre in size legally existing as of November 13, 2018, and 100 dwelling units per acre for all other parcels.

- (c) Minimum Lot area. None.
- (d) Minimum Lot Width. None.
- (e) Building Height Limits. The maximum height limit in the Transit Neighborhood district is 220 feet in height.
- (f) Front Yard requirements. None.
- (g) Side yards requirements. None.
- (h) Maximum Building Coverage. No maximum, subject to providing adequate pervious area to meet stormwater requirements."

SECTION 3: 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 17th day of November, 2020, by the following vote:


AYES: COUNCILORS: Chahal, Davis, Hardy, O'Neill, and Watanabe and Mayor Gillmor

NOES: COUNCILORS: None

ABSENT: COUNCILORS: None

ABSTAINED: COUNCILORS: None

ATTEST:


NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference: None



Agenda Report

21-1407

Agenda Date: 1/12/2021

REPORT TO COUNCIL

SUBJECT

Action on the Adoption of Ordinance No. 2026 Adding Section 17.15.350 to Chapter 15 of Title 17 of the Santa Clara City Code Regarding the Tasman East Specific Plan Infrastructure Fee (Deferred from December 16, 2020)

COUNCIL PILLAR

Promote and Enhance Economic, Housing and Transportation Development

BACKGROUND

At the November 17, 2020 Council meeting, proposed Ordinance No. 2026 was introduced for publication. Pursuant to City Charter Sections 808 and 812, a summary of proposed Ordinance No. 2026 was published to the Santa Clara Weekly on December 9, 2020 and December 30, 2020, and copies were posted in three public places. The Ordinance now comes to Council for final adoption.

DISCUSSION

Proposed Ordinance No. 2026 would amend the City Code to add section 17.15.350 regarding a Tasman East Specific Plan Infrastructure Impact Fee. On November 13, 2018, the City Council adopted the Tasman East Specific Plan to guide the transition of an underutilized 45-acre industrial neighborhood east of the Great America Transit Center into a pedestrian-friendly, transit-oriented development, providing for the addition of 4,500 new residential units, 100,000 square feet of retail, and 10 acres of open space near transit and jobs. In coordination with developers within the Specific Plan area, the City is establishing an Infrastructure Impact Fee for the Specific Plan area to create an equitable distribution of area-wide and common public infrastructure costs for all residential developments within the Specific Plan and to finance capital facility and infrastructure costs to serve these developments.

The proposed impact fee is based upon the recommendations contained within the "Tasman East Specific Plan Infrastructure Impact Fee Nexus Study," dated September 2020, prepared by Economic & Planning Systems, Inc. The Nexus Study recommends a new impact fee of \$6,731 per new residential unit within the Specific Plan area to finance \$30,289,894 in infrastructure improvements including traffic signals, traffic safety devices, pavement rehabilitation, sanitary sewer facilities and structures, storm drainage facilities, and potable and recycled water facilities. The proposed ordinance provides for automatic adjustments annually in order to keep up with construction costs and inflation.

ENVIRONMENTAL REVIEW

The action being considered is subject to a statutory exemption from the California Environmental Quality Act ("CEQA") pursuant to Public Resources Code section 21080(b)(8)(D) as the purpose of the Fee is to collect revenue to fund capital projects (i.e. infrastructure) necessary to support the

proposed development within the Specific Plan. Environmental analysis for the infrastructure improvements are included within the EIR prepared for the Specific Plan or any subsequent amendments or addendums.

FISCAL IMPACT

The nexus study identifies a list of infrastructure items that would cost approximately \$30 million to complete with the full cost of these improvements to be funded by the proposed Fee of \$6,731 per residential unit. A Tasman East Infrastructure Improvement Fund (Fund 541) will be established to account for impact fee revenues and project expenditures.

COORDINATION

This report has been coordinated with the City Attorney's Office and the Department of Public Works.

PUBLIC CONTACT

A summary of proposed Ordinance No. 2026 was published to the Santa Clara Weekly on December 9, 2020 and December 30, 2020, and copies were posted in three public places and the Ordinance was 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>>.

RECOMMENDATION

Adopt Ordinance No. 2026 Adding Section 17.15.350 to Chapter 15 of Title 17 of the Santa Clara City Code Regarding the Tasman East Specific Plan Infrastructure Fee.

Reviewed by: Brian Doyle, City Attorney

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Ordinance No. 2026 (Intro)

ORDINANCE NO. 2026

AN ORDINANCE OF THE CITY OF SANTA CLARA, CALIFORNIA, ADDING SUBSECTION 17.15.350 ("TASMAN EAST SPECIFIC PLAN INFRASTRUCTURE IMPACT FEE") TO TITLE 17 ("DEVELOPMENT") TO ESTABLISH AN INFRASTRUCTURE IMPACT FEE FOR THE TASMAN EAST SPECIFIC PLAN AREA

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

WHEREAS, on November 13, 2018 the City Council adopted the Tasman East Specific Plan (the "Project"), a specific plan for a transit-oriented pedestrian friendly neighborhood of up to 4,500 residential units with supportive retail uses, located on approximately 45 acres of land proximate to the Lick Mill Light Rail Station that are currently developed with industrial uses;

WHEREAS, on November 13, 2018 the City Council adopted and certified the Environmental Impact Report ("EIR") for the Project (SCH #2016122027), as well as a set of CEQA Findings and a Statement of Overriding Considerations, in accordance with the requirements of CEQA;

WHEREAS, amendments to the adopted Tasman East Specific Plan (Amendment #1) are now under consideration to replace a proposed street extension for Calle Del Sol with a pedestrian and bicycle paseo;

WHEREAS, in order to ensure that all potential environmental impacts of the Project (including Amendment #1) were thoroughly analyzed, the City caused an addendum to the EIR to be prepared pursuant to CEQA Guidelines 15164;

WHEREAS, the Project, EIR, Project amendments, and environmental addendums specified that certain public improvements are necessary to support the Project and

include sanitary sewer facility upgrades, storm sewer facility upgrades, potable water facility upgrades, non-potable water facility expansion, public street improvements and expansions, traffic signal installations, traffic safety device installations, and traffic signal mitigations and fair-share traffic payments;

WHEREAS, in 2019, the City contracted with Economic & Planning Systems, Inc. (EPS Consultants), to prepare a nexus study to justify the creation of an infrastructure impact fee ("Infrastructure Impact Fee") to apply to new residential development within the Tasman East Specific Plan area;

WHEREAS, the intent of the of the Infrastructure Impact Fee is to create an equitable distribution of area-wide and common infrastructure costs for all new residential development within the Tasman East Specific Plan area;

WHEREAS, the Department of Public Works has prepared a report entitled "TASMAN EAST SPECIFIC PLAN INFRASTRUCTURE IMPACT FEE NEXUS STUDY" (the "Study"), which provides the purpose, nexus, improvements, cost estimates, and justification for the creation of an Infrastructure Impact Fee, and is on file in the Office of the City Clerk, available for public inspection, and incorporated herein by this reference;

WHEREAS, the Study proposes that the fee applies to new residential uses within the Tasman East Specific Plan area; and

WHEREAS, the Study recommends fee levels be adjusted annually in order to keep up with construction costs and inflation.

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

SECTION 1: That a new subsection 17.15.350 (entitled "Tasman East Specific Plan

Infrastructure Impact Fee” is hereby added to Title 17 (entitled “Development”) of “The Code of the City of Santa Clara, California” (“SCCC”) to read as follows:

“Subsection 17.15.350 Tasman East Specific Plan Infrastructure Impact Fee

(a) Intent and Purpose. The City Council of the City of Santa Clara does hereby find and declare:

(1) The City, pursuant to the home rule provisions of Article 11, Section 5, of the California Constitution, may make and enforce all ordinances and regulations with respect to municipal affairs.

(2) The City, pursuant to Article 11, Section 7, of the California Constitution, may make and enforce all local ordinances not in conflict with general laws.

(3) The purpose of this section is to implement the necessary improvements required to support the completion of the proposed development within the Tasman East Specific Plan which was adopted by the City Council on November 13, 2018.

(4) The Tasman East Specific Plan identified that certain improvements are necessary to support completion of the Specific Plan. These improvements include sanitary sewer facility upgrades, storm sewer facility upgrades, potable water facility upgrades, non-potable water facility expansion, public street improvements and expansions, new traffic signal installations, traffic safety device installations, and traffic signal mitigations and fair-share traffic payments.

(5) In order to provide equitable distribution of costs to complete such improvements, the intent of this fee is to distribute costs to new residential development within the Tasman East Specific Plan area.

(b) Definitions. When used in this chapter, the following words and phrases will be defined as set forth below. When examples are given, they are illustrative only, and they are not intended to be an exhaustive itemization of all potentially includable items.

(1) “Building” means any structure (as defined in Section 420 of the Uniform Building Code) used or intended for supporting or sheltering any use or occupancy.

(2) “Building permit” means the permit issued or required for the construction or improvement of any structure in connection with the development of land pursuant to and as defined by the Uniform Building Code.

(3) “Costs” means amounts spent or authorized to be spent in connection with the planning, financing, acquisition and completion of the improvements identified in the Tasman East Specific Plan Infrastructure Impact Fee Nexus Study including, without limitation, the costs of land, construction, engineering, administration, financing costs, legal and financial consulting fees, and incidental expenses.

(4) “Multifamily Residential Use” means a building or portion thereof used and designed as a residence for two or more families living independently of each other, including apartment houses, apartment hotels, and flats, but not including

automobile courts, motels, hotels, or boarding houses. Each unit in the structure is separated from other units by one or more common, fire-resistant walls.

(5) "Person" means any individual, domestic stock company, partnership of any kind, joint venture, club, business or common law trust, society, legal entity, or any other manner of owning property or conducting business.

(6) "Tasman East Specific Plan Area" refers to the approximately 45 acres of land within the City of Santa Clara generally north of Tasman Drive, east of Lafayette Street, west of the Guadalupe River to the East, south of the Santa Clara golf course, and Lafayette Street to the west. The Tasman East Specific Plan, the final environmental impact report certified on November 13, 2018, by Resolution No. 18-8622, and is maintained for public review in the office of the planning division of the department of community development.

(7) "Tasman East Specific Plan Area Infrastructure Impact Fee" schedule" refers to the document, as amended from time to time, on file in the City's Public Works Department used to determine applicability of the fees to particular land uses. If a proposed building use, or use within a portion of the building, does not fall under a use listed in said schedule, but, in the Director of Public Works or City Engineer's opinion, closely corresponds to a use listed in said schedule, the Infrastructure Impact fees will be imposed.

(c) Imposition of Tasman East Specific Plan Infrastructure Impact Fees.

(1) Imposition of Fee. The Tasman East Specific Plan Infrastructure Impact Fee is hereby imposed upon every person (person having equitable or legal title, or other interest as owner, lessee, or otherwise) who causes the development of new Multifamily Residential Use Buildings within the Tasman East Specific Plan Area, as each is defined herein, on or after November 13, 2018.

(2) Exceptions. There are no exceptions for the payment of the Tasman East Specific Plan Infrastructure Impact Fee.

(3) Amount of Fee. The amount of the Tasman East Specific Plan Infrastructure Impact Fee shall be established by resolution of the City Council.

(4) Fee Adjustments and Escalation

(A) Periodic Adjustments to Tasman East Specific Plan Infrastructure Impact Fee. The Tasman East Specific Plan Infrastructure Impact Fee shall be adjusted periodically to reflect the current status of cost and scope of the improvements identified in the Tasman East Specific Plan Infrastructure Impact Fee Nexus Study. The Director of Public Works or City Engineer shall make a periodic review of the improvements within the Tasman East Specific Plan Infrastructure Impact Fee Nexus Study and make recommendations for amendment, if any, in a report to the City Council. After receiving said report and making it available for public distribution and review, the City Council shall give notice and, no less than ten days after public notice has been given, conduct a public hearing in which it shall consider these reports, receive testimony and information from any interested members of the public, and

receive such other evidence as it may deem necessary. At the conclusion of that hearing, the City Council shall determine what changes, if any, are to be made to the Tasman East Specific Plan Infrastructure Impact Fee.

(B) Annual Adjustments for Inflation. Unless otherwise modified by the City Council, Tasman East Specific Plan Infrastructure Impact Fees will automatically adjust for inflation annually at the start of each fiscal year, using the latest Construction Cost Index for San Francisco, published by Engineering News Record (ENR). If this index ceases to exist, the Director of Public Works shall substitute another construction cost index, which in his or her judgment is as nearly equivalent to the original index as possible. The automatic fee adjustment will occur when the City conducts its annual update of the municipal fee schedule, unless it is otherwise modified by the City Council during its approval of the municipal fee schedule.

(5) Time of Payment of Fee. Any Infrastructure Impact Fees imposed under this section shall be due and payable prior to issuance of any building permit for a Multifamily Residential Use project.

(6) Use of the Proceeds from the Tasman East Specific Plan Infrastructure Impact Fee. The sums derived from the collection of the Tasman East Specific Plan Infrastructure Impact Fee, and any interest thereon, shall be held by the City's Director of Finance and shall be distributed according to the fiscal and budgetary policies of the City. Said funds are to be used for the projects identified in the Tasman East Specific Plan Infrastructure Impact Fee Nexus Study, as amended from time to time. In no case shall any of the moneys be used for maintenance.

(7) Provisions of Section Are Not Exclusive. The provisions of this section are intended to establish an alternative method for spreading the costs of certain public improvements against the land that will be primarily benefited thereby; the provisions of this section shall not be construed to limit the powers of the City Council to utilize any other method for accomplishing this purpose. This shall be in addition to any other requirements which the City Council is authorized to impose as a condition to approving development pursuant to State and local law.

(8) Developer Construction of Facilities. Tasman East Specific Plan Infrastructure Impact Fees are the minimum to be paid by new residential development. Tasman East Specific Plan Infrastructure Impact Fees are to be initially paid in all circumstances. However, if because of special conditions caused by a particular new development, a development is required (pursuant to SCCC 17.15.090 and/or 17.15.310) to construct the improvements included within the Tasman East Specific Plan Infrastructure Impact Fee Nexus Study, the development will be reimbursed for said construction costs as determined by the Director of Public Works or City Engineer and based on the availability of fees paid to the City. To be entitled to said reimbursement, the new development must prove its claimed construction costs to the satisfaction of the Director of Public Works or City Engineer, or designee.

(9) Appeal from Decisions of City Staff. An appeal from a City staff decision shall be made within seven calendar days of the decision to the City Council. Written application for the appeal shall be filed with the City Clerk's office. The application shall state the factual basis of the appeal. The City Council will hear the

appeal application at a public hearing to be conducted within thirty (30) calendar days of filing of the application. The decision of the City Council shall be final.

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

//

//

//

SECTION 5: 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 17th day of November 2020, by the following vote:


AYES: COUNCILORS: Chahal, Davis, Hardy, O'Neill, and Watanabe and Mayor Gillmor

NOES: COUNCILORS: None

ABSENT: COUNCILORS: None

ABSTAINED: COUNCILORS: None

ATTEST:


NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:

1. Tasman East Specific Plan Infrastructure Impact Fee Nexus Study

The Economics of Land Use



Final Report

Tasman East Specific Plan Area Infrastructure Impact Fee Nexus Study

Prepared for:

City of Santa Clara

Prepared by:

Economic & Planning Systems, Inc. (EPS)

*Economic & Planning Systems, Inc.
1330 Broadway
Suite 450
Oakland, CA 94612
510 841 9190 tel*

*Oakland
Sacramento
Denver
Los Angeles*

www.epsys.com

September 2020

EPS #181136

Table of Contents

1.	INTRODUCTION AND FEE OVERVIEW	1
	Introduction	1
	Legal Context	1
	TESP Area Infrastructure Impact Fee.....	2
2.	TESP LAND USE AND INFRASTRUCTURE ASSUMPTIONS	4
	Existing and Planned Development.....	4
	Plan Area Capital Improvements and Costs	6
3.	PLAN AREA FEE CALCULATION AND NEXUS FINDINGS.....	8
	Nexus Findings	8
	Plan Area Fee Calculation	9
4.	TESP AREA FEE IMPLEMENTATION AND ADMINISTRATION	10
	Credits and Reimbursement.....	10
	Periodic Program Updates and Fee Adjustments.....	11
	Annual Reporting and Fund Management	11

Appendix A: TESP Capital Improvements and Construction Cost Estimates

List of Tables

Table 1	Proposed TESP Area Infrastructure Impact Fee (\$ 2020).....	3
Table 2	TESP Area Capital Improvements and Cost Estimates (\$ 2020).....	7
Table 3	Plan Area Fee Calculation (\$ 2020).....	9

List of Figures

Figure 1	TESP Area Boundaries	4
Figure 2	City of Santa Clara Focus Areas	5

1. INTRODUCTION AND FEE OVERVIEW

Introduction

This Nexus Report provides the analysis and necessary technical documentation to support the adoption of a development impact fee program for the Tasman East Specific Plan (TESP) area (Plan Area) in the City of Santa Clara (City). Development impact fees are one-time charges on new development collected and used by the City to cover the cost of capital facilities and improvements required to serve real estate development. Fees are typically collected upon issuance of a building permit, though in some cases upon certificate of occupancy or final inspection.

This Nexus Report has been prepared by Economic & Planning Systems, Inc. (EPS), with direction and input from City staff. It provides a legal basis for requiring payment of a TESP areawide infrastructure development impact fee consistent with Mitigation Fee Act (AB 1600/ Government Code Section 66000 et seq.). The TESP Area Infrastructure Impact Fee Program must be approved by the City Council and will be effective 60 days following the City's final action on the ordinance authorizing collection of the fee.

The TESP, adopted by the Santa Clara City Council in November, 2018, provides the land use and regulatory framework for the development of a high-density transit-oriented neighborhood. This TESP Area Infrastructure Impact Fee is based the proposed TESP land use program as well as current estimates of the infrastructure and improvement costs needed to serve the area. The following documents produced by or for the City have been used to inform this analysis:

- Tasman East Focus Area Specific Plan Document.
- Tasman East Infrastructure Costs and Proposed Infrastructure Fee Spreadsheet.
- Infrastructure cost estimates prepared by the City, BKF, and Woodard & Curran.

Legal Context

This Nexus Study is designed to provide the necessary technical analysis to support a TESP Area Infrastructure Impact Fee to be established by a City Ordinance and Resolution. The Mitigation Fee Act allows the City to adopt, by resolution, the TESP Area Infrastructure Impact Fee consistent with the supporting technical analysis and findings provided in this Report. The Resolution approach to setting the fee allows periodic adjustments of the fee amount that may be necessary over time, without amending the enabling ordinance.

Impact fee revenue are used to cover the cost of constructing capital and infrastructure improvements required to serve new development and growth in the City. As such, impact fees must be based on a reasonable nexus, or connection, between new development and the need for a specific capital facilities and improvements. Impact fee revenue cannot be used to cover the operation and maintenance costs of these or any other facilities and infrastructure. In addition, impact fee revenue cannot be collected or used to cover the cost of pre-existing infrastructure needs or deficiencies.

In establishing, increasing, or imposing a fee as a condition for the approval of a development project, Government Code 66001(a) and (b) state that the local agency must:

1. Identify the purpose of the fee;
2. Identify how the fee is to be used;
3. Determine how a reasonable relationship exists between the fee use and type of development project for which the fee is being used;
4. Determine how the need for the public facility relates to the type of development project for which the fee is imposed; and
5. Show the relationship between the amount of the fee and the cost of the public facility.

These statutory requirements have been followed in establishing this TESP Area Infrastructure Impact Fee, as documented in subsequent chapters. **Chapter 3** summarizes the specific findings that explain or demonstrate this nexus.

If the TESP Area Infrastructure Impact Fee is adopted, this Nexus Report and the technical information it contains should be maintained and reviewed periodically by the City to ensure Impact Fee accuracy and to enable the adequate programming of funding sources. To the extent that infrastructure requirements, costs, and development potential changes over time, the Fee Program will need to be updated. Further information on the implementation and administration of the TESP Area Fee program is provided in **Chapter 4**.

TESP Area Infrastructure Impact Fee

Table 1 shows the TESP Area Infrastructure Impact Fee supported by the nexus findings and analysis contained in this Technical Report. As currently calculated, the fee would be applied to all new multi-family residential development projects within the TESP area (the Plan does not currently allow for single-family development). The TESP Area Infrastructure Impact Fee Program will be independent and separate from all other City, Santa Clara County (County), other agency, or regional development impact fees that may also be applicable to TESP development.

Table 1 Proposed TESP Area Infrastructure Impact Fee (\$ 2020)

Use	Measure	Fee ¹
Multi-family Residential ²	per Unit	\$6,731

[1] Fee is set to cover full costs of required TESP infrastructure facilities. Includes a 2 percent administrative fee to cover City costs of reporting, managing, and updating fee program.

[2] Single family residential use is not permitted in the TESP area.

Source: BKF; City of Santa Clara; Woodard & Curran; Economic & Planning Systems, Inc.

The calculated TESP fee amount of \$6,731 per multi-family residential units includes a program administration fee equal to 2 percent of the program costs, consistent with other Mitigation Fee Act program administrative costs in many other California jurisdictions.¹ It also covers 100 percent of the infrastructure costs needed to serve build-out of the TESP. In particular, the TESP Area Fee covers the following infrastructure items:

- On-Site Roadway Facilities (i.e., traffic signals, traffic safety devices, pavement).
- Sanitary Sewer Facilities and associated structures.
- Potable Water Facilities.
- Non-potable Water Facilities (i.e., Recycled Water).
- Storm Drainage Facilities.

¹ The 2 percent administration cost is designed to cover expenses for preparing subsequent updates impact fee technical report as well as the required reporting, auditing, collection and other annual administrative costs involved in overseeing the program. Development impact fee programs throughout California have applied similar administrative charges. The cost of preparing this Report has been included as a separate line item.

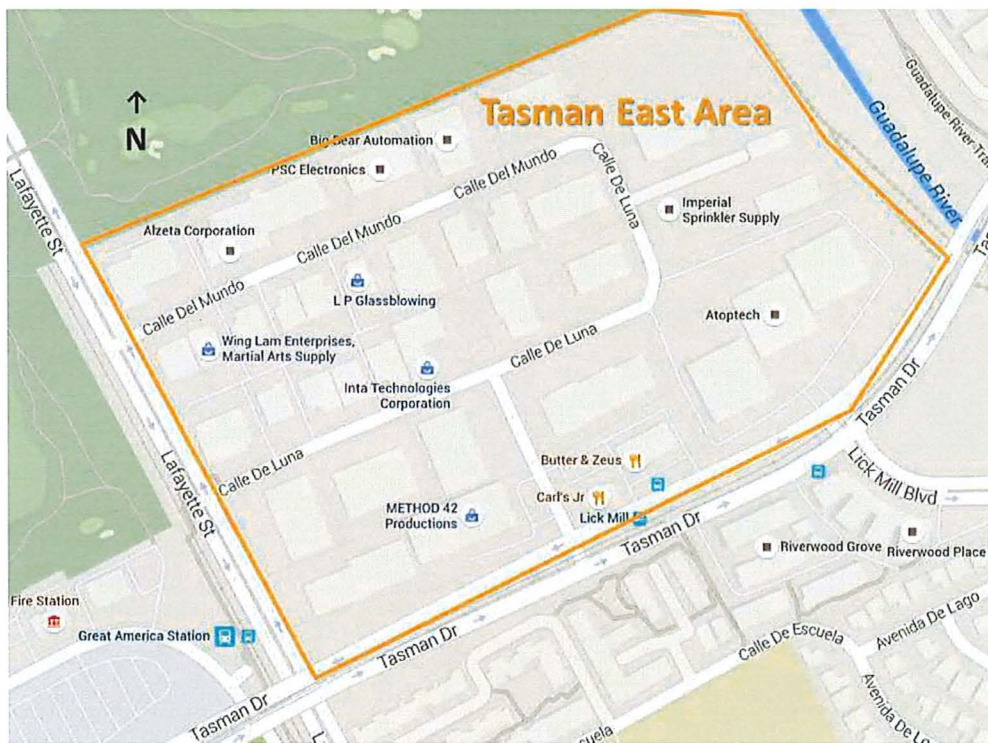
2. TESP LAND USE AND INFRASTRUCTURE ASSUMPTIONS

This chapter documents the land use growth projections and required infrastructure improvement costs associated with the TESP. These assumptions underlie the TESP Area Infrastructure Impact Fee calculations.

Existing and Planned Development

The TESP covers an approximately 46.1 acre area in the City of Santa Clara bounded by Tasman Drive to the south, the Guadalupe River to the East, the Santa Clara golf course to the north, and Lafayette Street to the west (see **Figure 1**). The Plan Area is currently zoned as “Manufacturing Light” (or ML) which allows for manufacturing, processing, repair, and storage uses. Consistent with this zoning, existing uses include a data center, several office and warehouse buildings and rear-yard storage areas.

Figure 1 TESP Area Boundaries



Source: City of Santa Clara

Adopted in November, 2018, the TESP is designated by the City's 2010-2035 General Plan as one of nine Focus Areas in the City with potential to contribute to the City's Regional Housing Needs Allocation (RHNA) goals (see **Figure 2**). The TESP area provides an opportunity to develop higher density residential homes near transit while balancing existing commercial uses along the Tasman corridor.

Plan Area Capital Improvements and Costs

Development impact fees are derived from a list of specific capital improvement projects and associated costs that are needed in part or in full to accommodate new growth. Consequently, the capital improvements included in the fee program need to be described in sufficient detail to generate cost estimates.

The capital improvements included in the TESP Area Infrastructure Impact fee are based on information provided by City staff, working in consultation with civil engineers (BKF, and Woodard & Curran) and input from local property owners/developers. None of the capital projects included in the TESP Area Infrastructure Impact Fee addresses existing deficiencies (e.g., these improvements are not required by existing land uses in the area). The specific infrastructure and improvement categories include:

- On-Site Roadway
- Sanitary Sewer
- Potable Water
- Non-potable Water
- Storm Drainage

These infrastructure improvements represent improvements that resolve an areawide impact and are included to equitably distribute the cost amongst the development of all 4,500 residential units (i.e., no single development site in the TESP is responsible for the Sanitary Sewer pump station facility upgrades).

Table 2 summarizes the estimated cost of TESP Area Infrastructure Impact Fee Program capital improvements. As shown, the estimated infrastructure hard and soft costs amount to a total of \$30.3 million (additional cost detail is provided in **Appendix Table A-1**). A 2 percent administrative charge is included to account for program administration.

Table 2 TESP Area Capital Improvements and Cost Estimates (\$ 2020)

Item	Description	Category	Total Costs ^{1 2}
1	Sanitary Sewer Studies (Siting and Retrofit)	Sanitary Sewer	\$132,000
2a	Sanitary Sewer Pump Station (Primavera) Improvements	Sanitary Sewer	\$2,320,000
2b	Pump Station Building/Architectural Treatments	Sanitary Sewer	\$3,190,000
3	Water Line Replacement (Calle De Sol, Calle De Luna, Calle De Mundo)	Potable Water	\$4,205,000
4	New Recycled Water Line	Non-potable Water	\$3,335,000
5	Storm Drain Mitigation	Drainage	\$36,685
6	33-inch Storm Drain Relocation	Drainage	\$726,450
7	Calle de Sol Pedestrian/Bicycle Paseo ³	Roadway	\$8,810,168
8	Sidewalk Installation from Tasman to Lafayette (Related Property)	Roadway	\$250,850
9	Pavement Repair - Calle de Luna (Lick Mill Portion)	Roadway	\$536,500
10	Pavement Repair - Calle de Mundo, Calle de Luna, Calle de Sol	Roadway	\$1,145,500
11	Pavement Repair - Calle de Luna w/o Calle de Sol	Roadway	\$1,073,000
12	Traffic Mitigation (Signalize Lafayette & Calle De Mundo)	Roadway	\$1,305,000
13	Traffic Mitigation (Signalize Lick Mill & Calle de Luna)	Roadway	\$1,305,000
14	Traffic Mitigation (Modify southbound approach to 1 right turn and 1 through right at Great America Parkway & WB SR 237 Ramps)	Roadway	\$101,500
15	Traffic Mitigation (Convert WB approach to 1 left and 1 right turn at Lafayette and Calle de Luna)	Roadway	\$58,000
16	New HAWK Signal on Lick Mill for midblock crossing between Calle de Luna and Calle de Mundo)	Roadway	\$652,500
17	New Rectangular Rapid Flashing Beacon at Calle de Mundo and Calle de Sol	Roadway	\$159,500
18	Traffic Fair Share Payments	Roadway	\$333,321
19	TESP Plan Area Fee Program Nexus Report	Administrative	\$20,000
	Subtotal		\$29,695,974
	2% Administrative Cost ⁴		<u>\$593,920</u>
	Total Common Infrastructure Cost⁵		\$30,289,894

[1] Includes a 15 percent contingency cost when applicable.

[2] Delivery costs are calculated as a percentage of construction costs. 20 percent is for Design, 10 percent for Administration and Permitting, 5 percent to Construction Management, and 10 percent to Inspection.

[3] Calle de Sol Pedestrian/Bicycle Paseo total costs include construction, delivery, and land acquisition costs. Land acquisition assumes the purchase of a 23,157 sq.ft. parcel at a cost of \$169 per sq.ft. along with a 1 percent administrative cost associated with the purchase. Estimate as of August 2020.

[4] The 2 percent administration cost is designed to cover expenses for subsequent updates to the development impact fee technical report and as well as the required reporting, auditing, collection and other annual administrative costs involved in overseeing the program. Development impact fee programs throughout California have applied similar administrative charges.

[5] See Appendix Table A-1 for details.

Source: BKF; City of Santa Clara; Woodard & Curran; Economic & Planning Systems, Inc.

3. PLAN AREA FEE CALCULATION AND NEXUS FINDINGS

This chapter documents the Plan Area Fee calculation and methodology as well as required nexus findings. Specifically, it demonstrates "nexus" between new development in the TESP and the infrastructure improvements needed to serve it, as required under Government Code Section 66000 (also referred to as AB1600/the Mitigation Fee Act).

Nexus Findings

The development impact fee to be collected for residential land use is calculated based on the proportionate share of the total facility use that residential land use represents. With this approach, the following finding is made regarding the Fee Program.

Purpose of Fee

The purpose of the Fee Program is to provide a funding mechanism to help the City provide adequate infrastructure necessary to support development in the TESP.

Use of Fees

The fee charged to new development will be used to fund needed additions and improvements to infrastructure to accommodate new residential development. Infrastructure additions and improvements include water line replacements, storm drain relocations, and road widening and construction. The list of eligible capital projects and costs are summarized in Chapter 2 and further detailed in the **Appendix A**.

Relationship between Use of Fees and Type of Development

Development of new residential units in the TESP will require additional infrastructure capacity. This infrastructure is not currently required by existing land uses in the area.

Relationship between Need for Facility and Type of Project

The specific infrastructure improvements identified in this study are designed to accommodate residential development. In addition, the infrastructure is based on the land use and urban design goals and standards embodied in the TESP.

Relationship between Amount of Fees and Cost of or Portion of Facility Attributed to Development on which Fee is Imposed

The fee levels calculated in this Nexus Report are based on a fair share cost allocation to new TESP development. In particular, 100 percent of the costs are allocated to the planned residential development because (1) the identified infrastructure is not required by existing land uses in the area, and (2) all new commercial development is assumed to be ancillary or supporting the residential development (e.g., ground floor retail). New commercial development will, however, be responsible for paying all applicable citywide fees.

4. TESP AREA FEE IMPLEMENTATION AND ADMINISTRATION

The proposed TESP Fee Program is anticipated to be adopted by the City through an ordinance establishing and authorizing collection of the fee. The City also will adopt a resolution to establish the fee amount. This chapter describes the additional implementation and administrative issues and procedures to be addressed in the Fee Program.

Credits and Reimbursement

As is typical with development impact fee programs, some of the required infrastructure and facilities may be needed up front, before adequate revenue from the fee collection would be available to fund such improvements. Consequently, private funding may be necessary to pay for infrastructure facilities when needed. This private funding may be in the form of land-secured bonds, developer equity, or another form of private funding. There shall be no adjustment to the Fee Program based on the method by which a constructing party funds or constructs eligible project costs.

Fee Credits

Impact fee ordinances frequently allow for fee credits if a developer provides a particular facility or improvement that replaces facilities that would have otherwise been funded in whole or in part by the TESP Area Infrastructure Impact Fee. For example, the City may elect to offer a fee credit to developers who provide transportation related improvements, consistent with those specified in the current Area Fee program. The fee credit is usually equal to the most current cost estimate of the infrastructure item (as defined by annual cost review or other recent evaluation of cost) regardless of the actual cost to construct. The City's Ordinance should allow for fee credits under specific terms.

Fee Reimbursements

Fee reimbursements are typically considered for developers who contribute more funding and/or build and dedicate infrastructure items that exceed their proportional obligation, especially if the project funded is a priority project. Such reimbursements should be provided as fee revenue becomes available and should include a reasonable factor for interest earned on the reimbursable amount. It should not compromise the implementation of other priority capital projects. A provision for including such interest payments as additional costs in subsequent fees can also be included in the Ordinance.

As will be more specifically detailed in an Infrastructure Fee Program Reimbursement Agreement (Fee Reimbursement Agreement), a form of which shall be approved by the City Council, reimbursements will be provided under the following conditions:

- A Constructing Owner shall have executed a Fee Reimbursement Agreement with the City.
- Constructing Owner-installed improvements or dedicated public facility land in excess of a Constructing Owner's obligations, which shall be illustrated and identified in a Fee

Reimbursement Agreement, would be eligible for reimbursement. Only funds collected from the Fee Program shall be used to reimburse a developer who installed eligible infrastructure improvements identified in this report. Reimbursements are an obligation of the Fee Program and not an obligation of the City General Fund or other operating funds.

The total amount of reimbursement for completed infrastructure will be based on actual costs incurred for eligible hard costs based on a properly bid construction contract. Soft costs will be calculated as a fixed percentage (e.g., 20 percent) of hard costs. Descriptions of hard costs and soft costs will be more specifically detailed in the Fee Reimbursement Agreement. All hard costs will be subject to verification by the City and actual costs expended will go through a true-up process upon completion of the infrastructure component. The true-up process, which will be more specifically detailed in the Fee Reimbursement Agreement.

Periodic Program Updates and Fee Adjustments

This fee program is based on the estimated TESP development program as well as the associated capital facility needs as of 2020. It is recognized that these individual projects and associated costs may change over time due to economic, technological, or other factors. The amount of residential development may also deviate from the projections included in the TESP. These factors may affect the appropriate fee level needed to cover necessary infrastructure. Accordingly, the Nexus Study should be updated periodically to account for these potential changes. Ideally this would occur every five (5) years, however, more frequent updates may be necessary to account for major changes.

The Development Impact Fee Ordinance should also allow for an automatic annual adjustment to account for inflation. This adjustment will be based on data from the Engineering News Record Construction Cost Index.

Annual Reporting and Fund Management

State Law (at Govt. Code. §§ 66001(c), 66006(b)(1)) stipulates that each local agency that requires payment of a fee make specific information available to the public annually within 180 days of the last day of the fiscal year. This information includes the following:

- A description of the type of fee in the account
- The amount of the fee
- The beginning and ending balance of the fund
- The amount of fees collected and interest earned
- Identification of the improvements constructed
- The total cost of the improvements constructed
- The fees expended to construct the improvement
- The percentage of total costs funded by the fee

If sufficient fees have been collected to fund specific improvements, the agency must specify the approximate date for the development of that improvement. Because of the dynamic nature of growth and capital equipment requirements, the City should monitor inventory activity, the need

for infrastructure improvements, and the adequacy of the fee revenues and other available funding. Formal annual review of the Fee Program should occur, at which time adjustments should be made. Costs associated with this monitoring and updating effort are included in the Plan Area Fee and are assumed to be 2 percent of overall Fee Program capital costs.

State Law also requires that if any portion of a fee remains unexpended or uncommitted in an account for five years or more after deposit of the fee, the City Council shall make findings once each year: (1) to identify the purpose to which the fee is to be put, (2) to demonstrate a reasonable relationship between the fee and the purpose for which it was charged, (3) to identify all sources and amounts of funding anticipated to complete financing of incomplete improvements, and (4) to designate the approximate dates on which the funding identified in (3) is expected to be deposited into the appropriate fund (§66001(d)).

If adequate funding has been collected for planned improvements, an approximate date must be specified as to when the cost of the improvement will be incurred. If the findings show no need for the unspent funds, or if the conditions discussed above are not met, and the administrative costs of the refund do not exceed the refund itself, the local agency that has collected the funds must refund them (Govt. Code §66001(e)(f)).

APPENDIX A:

TESP Capital Improvements and Cost Estimates



Table A-1 TESP Capital Improvements and Construction Cost Estimates (\$ 2020)

Item	Description	Category	Construction Costs (Rounded) ¹	Delivery Costs ²	Total Costs
1	Sanitary Sewer Studies (Siting and Retrofit)	Sanitary Sewer	\$132,000	\$0	\$132,000
2a	Sanitary Sewer Pump Station (Primavera) Improvements	Sanitary Sewer	\$1,600,000	\$720,000	\$2,320,000
2b	Pump Station Building/Architectural Treatments	Sanitary Sewer	\$2,200,000	\$990,000	\$3,190,000
3	Water Line Replacement (Calle De Sol, Calle De Luna, Calle De Mundo)	Potable Water	\$2,900,000	\$1,305,000	\$4,205,000
4	New Recycled Water Line	Non-potable Water	\$2,300,000	\$1,035,000	\$3,335,000
5	Storm Drain Mitigation	Drainage	\$25,300	\$11,385	\$36,685
6	33-inch Storm Drain Relocation	Drainage	\$501,000	\$225,450	\$726,450
7	Calle de Sol Pedestrian/Bicycle Paseo ³	Roadway	\$3,350,000	\$1,507,500	\$8,810,168
8	Sidewalk Installation from Tasman to Lafayette (Related Property)	Roadway	\$173,000	\$77,850	\$250,850
9	Pavement Repair - Calle de Luna (Lick Mill Portion)	Roadway	\$370,000	\$166,500	\$536,500
10	Pavement Repair - Calle de Mundo, Calle de Luna, Calle de Sol	Roadway	\$790,000	\$355,500	\$1,145,500
11	Pavement Repair - Calle de Luna w/o Calle de Sol	Roadway	\$740,000	\$333,000	\$1,073,000
12	Traffic Mitigation (Signalize Lafayette & Calle De Mundo)	Roadway	\$900,000	\$405,000	\$1,305,000

[1] Includes a 15 percent contingency cost when applicable.

[2] Delivery costs are calculated as a percentage of construction costs. 20 percent is for Design, 10 percent for Administration and Permitting, 5 percent to Construction Management, and 10 percent to Inspection.

[3] Calle de Sol Pedestrian/Bicycle Paseo total costs include construction, delivery, and land acquisition costs. Land acquisition assumes the purchase of a 23,157 sq.ft. parcel at a cost of \$169 per sq.ft. along with a 1 percent administrative cost associated with the purchase. Estimate as of August 2020.

[4] The 2 percent administration cost is designed to cover expenses for subsequent updates to the development impact fee technical report and as well as the required reporting, auditing, collection and other annual administrative costs involved in overseeing the program. Development impact fee programs throughout California have applied similar administrative charges.

Source: BKF; City of Santa Clara; Woodard & Curran; Economic & Planning Systems, Inc.

Table A-1 (cont.) TESP Capital Improvements and Construction Cost Estimates (\$ 2020)

Item	Description	Category	Construction Costs (Rounded) ¹	Delivery Costs ²	Total Costs
13	Traffic Mitigation (Signalize Lick Mill & Calle de Luna)	Roadway	\$900,000	\$405,000	\$1,305,000
14	Traffic Mitigation (Modify southbound approach to 1 right turn and 1 through right at Great America Parkway & WB SR 237 Ramps)	Roadway	\$70,000	\$31,500	\$101,500
15	Traffic Mitigation (Convert WB approach to 1 left and 1 right turn at Lafayette and Calle de Luna)	Roadway	\$40,000	\$18,000	\$58,000
16	New HAWK Signal on Lick Mill for midblock crossing between Calle de Luna and Calle de Mundo)	Roadway	\$450,000	\$202,500	\$652,500
17	New Rectangular Rapid Flashing Beacon at Calle de Mundo and Calle de Sol	Roadway	\$110,000	\$49,500	\$159,500
18	Traffic Fair Share Payments	Roadway	\$333,321	\$0	\$333,321
19	TESP Plan Area Fee Program Nexus Report	Administrative	<u>\$20,000</u>	<u>\$0</u>	<u>\$20,000</u>
	Subtotal		\$17,772,621	\$7,838,685	\$29,695,974
	2% Administrative Cost ⁴				<u>\$593,920</u>
	Total Common Infrastructure Cost				\$30,289,894

[1] Includes a 15 percent contingency cost when applicable.

[2] Delivery costs are calculated as a percentage of construction costs. 20 percent is for Design, 10 percent for Administration and Permitting, 5 percent to Construction Management, and 10 percent to Inspection.

[3] Calle de Sol Pedestrian/Bicycle Paseo total costs include construction, delivery, and land acquisition costs. Land acquisition assumes the purchase of a 23,157 sq.ft. parcel at a cost of \$169 per sq.ft. along with a 1 percent administrative cost associated with the purchase. Estimate as of August 2020.

[4] The 2 percent administration cost is designed to cover expenses for subsequent updates to the development impact fee technical report and as well as the required reporting, auditing, collection and other annual administrative costs involved in overseeing the program. Development impact fee programs throughout California have applied similar administrative charges.

Source: BKF; City of Santa Clara; Woodard & Curran; Economic & Planning Systems, Inc.



Agenda Report

21-1389

Agenda Date: 1/12/2021

REPORT TO COUNCIL

SUBJECT

Action on a First Amendment to the Disposition and Development Agreement with Core Winchester LLC for the development of up to 361 multi-family residential units and 1.5 acres of open space at 1834 Worthington Circle/90 North Winchester (Agrihood Project on the former BAREC site)

COUNCIL PILLAR

Promote and Enhance Economic, Housing and Transportation Development

BACKGROUND

The property located at 1834 Worthington Circle/90 N. Winchester, is proposed for development with a mixed use, multi-family project ("Agrihood") that is located along the west side of North Winchester Boulevard. The subject site consists of a single parcel of Planned Development (PD) zoned land with an area of 5.80 acres (252,806 SF - APN # 303-17-053).

Property History

In 2005, the former Redevelopment Agency executed a Purchase and Sale Agreement (2005 PSA) with the State of California / Department of General Services (State) in the amount of \$11.6 million to acquire a 5.8-acre vacant site located at 1834 Worthington Circle/90 N. Winchester Boulevard (Property). The Property was a portion of the 17-acre Bay Area Research and Extension Center (BAREC) owned by the State of California. The balance of the property (11.2 acres) was sold by the State to SummerHill Homes which in turn developed the Midtown Village project resulting in 110 single family homes and a 1-acre park. The terms of the Redevelopment Agency's Purchase and Sale Agreement with the State required that the remaining 5.8-acre site be developed with approximately 165 senior affordable housing units.

In 2007, the Council granted multi-family zoning approval for a senior affordable housing project on the Property. The 2007 affordable project, as planned at the time, required a subsidy from the Redevelopment Agency. The State sold the property to the City's Redevelopment Agency (now City's Housing Successor Fund) on January 5, 2012. As required under the 2005 Purchase and Sale Agreement, the Grant Deed contained a provision that required the start of construction of the senior affordable project by January 5, 2015 or ownership of the property would be subject to return to the State. This type of deed provision is known as a "reverter".

With the dissolution of redevelopment agencies throughout the State of California and the demise of the Santa Clara Redevelopment Agency as of February 2012, the tax increment funds necessary to assist the senior affordable development on the site were lost and the project stalled.

By October 2013, the City sent a request to the State seeking an extension on the commencement of construction. In November 2013, the State determined that justifiable cause existed to grant a 36-

month extension, moving the deadline for commencement of development to January 5, 2017 but with the same reversionary requirement if the deadline was not met.

In early 2015, the City issued a Request for Proposals (RFP) seeking new development proposals for the Property. Developers were asked to build 165 senior affordable housing units and to propose a project that would limit (or eliminate) the need for City subsidies. On September 29, 2015, the Council selected Core Affordable Housing, LLC (Core or Developer) as the developer of the Property and authorized the negotiation of an Exclusive Negotiating Rights Agreement (ENA) with Core. Core's proposal was to develop the site with the required senior affordable housing together with mixed income multi-family housing, market rate townhouses, and an area for urban agriculture.

State Agreement

In order to allow for the development of market rate housing and to extend the State deadlines contained in both the 2005 PSA and the 2012 Grant Deed, approval by the Legislature and the Governor was required. SB680, signed by Governor Brown in September 2016, authorized several modifications to the Grant Deed including:

- Requirement for development of a minimum of 165 senior affordable housing units;
- Allowance for a matching number of market rate units;
- Requirement for a minimum 1 acre of open space;
- Requirement for immediate payment by the City to the State of \$4,050,000; and
- Extension of the outside completion of construction date to January 5, 2023 (or the Property would revert to State ownership).

Agreements with the State were finalized, and the City made its \$4 million payment to the State and recorded the amendments in January 2017.

Project Overview

On January 29, 2019, City Council approved a Disposition and Development Agreement (DDA) with Core together with a myriad of land use entitlements to allow for the development of up to 361 multi-family units and 1.5 acres of open space ("Agrihood") located at 1834 Worthington Circle/90 N. Winchester. These approvals included:

- Final Environmental Impact Report (FEIR)
- Statement of Overriding Considerations and a Mitigation, Monitoring, and Reporting Program (MMRP)
- Rezoning from Planned Development (PD) to allow the development of 165 affordable senior apartments, 160 multi-family mixed-income apartments, and 36 townhouses
- Vesting Tentative Subdivision Map
- Disposition and Development Agreement (DDA)

The City is currently the owner in fee of the Property. Consistent with the original project concept, at closing, the Developer or its assignees will acquire the market-rate and mixed-income parcels at a value of \$15.7 million, which was determined by the City's total cost of acquisition. Upon payment of the property purchase price and satisfaction of the City's Conditions Precedent to Closing, the City will convey the parcels to the Developer or its assignees (excluding the portion to be developed as affordable senior housing). The City is also committed through the DDA to loan \$15.7 million back to

the project.

The Agrihood project as proposed includes three separate elements that will provide 361 residential units:

- One building containing 165 below-market-rate (BMR) units reserved for seniors and veterans at an average of approximately 45% Area Median Income (AMI)
- A second building containing 160 mixed-income/market-rate rental apartments (including 144 market rate and 16 BMR units)
- A market rate development containing 36 for-sale townhomes.

The project also features 1.5 acres of open space, programmed for a variety of uses including urban agriculture, the basis of the project name.

Agrihood: Common Amenities and CC&Rs

The agricultural open space will be owned by a master Owner's Association (OA). Its members will include the owners of the two rental buildings and the townhome HOA will contribute to the cost of operations as well. Each member contributes to funding the master OA and ultimately, the master OA and Community Committee will decide how to program and operate the open space. The Community Committee would be comprised of local community members and organizations. Farmspace is the default third-party operator, however, that can change if the Community Committee offers a more favorable programming plan.

Through Conditions, Covenants & Restrictions (CC&Rs), prior to the Closing date, Developer and the City shall agree upon (a) the allocation of any costs and expenses for the construction, development, operation and maintenance of common areas, common amenities, parking infrastructure and subdivision improvements that will be used by the Affordable Project and (b) an open / common space and Agrihood operating plan and budget, which will be reflected in one or more written instruments to be recorded against the City's fee interest in the Affordable Housing Parcel. The CC&Rs shall also govern ownership and the transferability of the Common Amenities Parcel.

DISCUSSION

The applicant is requesting an amendment to their DDA with the City in order to restructure the City's loan commitment for the project from a single \$15.7 million loan into two separate loans: a \$6.7 million loan and a \$9 million loan. The project developers have tentatively obtained \$73.55 million in outside funding. The proposed restructuring of the City loan will enable the project to move forward consistent with commitments made for the project to be competitive in obtaining this bond funding. The project could not move forward under the original structure because some changes were necessary to allow the project to qualify for tax credits and tax-exempt bond financing. Without approval of the First Amendment, the Developer would lose its \$50 million tax-exempt bond award and jeopardize the feasibility of the project.

Current funding commitments for the project include \$50 million in bond funding awarded by the California Debt Limit Allocation Committee (CDLAC) on September 16, 2020 and a \$23.55 million commitment of funding from Measure A, the Santa Clara County \$950 million affordable housing bond approved in 2016. As part of the CDLAC bond funding award, the Developer is required to close financing and start construction no later than six months after the award of the bond funding allocation, which is March 16, 2021.

When the project was originally conceived, the market for affordable housing bonds was not competitive. However, in 2020, affordable housing bonds became very competitive as CDLAC started to reach its federally mandated volume cap limitation. Given the competitive funding environment, City staff worked with the Developer to evaluate the competitiveness of the project's CDLAC application as well as potential solutions to increase the project's competitiveness. A key criterion for the evaluation is the percentage of the project to be funded by the bonds. At least 50% of the total project costs must be funded by bonds. Based on previous rounds of bond allocation data, the team learned that many projects were awarded based on a scoring tiebreaker, which is calculated based on the average bonds requested per housing unit. Thus, projects with lower total development costs and higher unit counts perform better in the tiebreaker scenarios.

The original DDA contemplated a single loan from the City to the affordable housing developer, Winchester Sustainable L.P., secured by the apartment project and providing to the City residual receipts from the mixed-income/market-rate apartment project. In the original structure the affordable housing development budget also absorbed the full build-out costs of the farm, amenities, commons and commercial space (Common Area). The proposed First Amendment to the DDA would bifurcate the city loan into two loans; one to build the affordable housing project and one to build the Common Area. The bifurcated loan structure will allow the Developer to lower the total development cost of the senior affordable housing project, which ultimately resulted in the Agrihood project receiving the second to last bond allocation of \$50 million in September.

Under the proposed amendment, at the escrow closing of the market-rate and mixed-income parcels, the City will convey a ground lease to the affordable housing developer for the senior affordable component of the project and re-invest the sales proceeds of the market rate and mixed income parcels (\$15,700,000) into the senior affordable housing project and Common Area through two separate Loan Agreements.

The loan amounts are subject to change based on final underwriting; however, the total of both loans shall not exceed \$15.7 million dollars. ***The result of the proposed First Amendment to the DDA would be the same as the transaction contemplated under the original DDA in the following terms:***

- City receives the same project components of affordable housing, amenities, farm, commons and commercial as negotiated in original DDA
- City gets same % Cash Flow from the Residual Receipts Split with the County from the affordable housing project.
- ***City expects to receive the same total amount of Principal and Interest in 46 years from the housing project. The difference is it will receive more interest and less principal but same total amount.***
- Core is still responsible to deliver the housing and all the amenities, commons, farm and retail.

The proposed loan terms will include the following:

Loan A Proposed Terms:

- Approximately \$6.7 million loan to Winchester Sustainable, LP secured against the affordable housing project
- The interest rate on the loan shall be increased and shall be finalized by the City based on the closing financial projections to achieve the same aggregate loan payment as under the previous loan structure, currently estimated to be 5.86% simple interest
- Share of Residual receipts split with the County based on \$15.7 million
- Residual receipts flow increases after year 15 from 50% to City and County to 66.67% to City & County (improvement from original DDA)

Loan B Proposed Terms:

- Approximately \$9 million loan for the construction of the Common Area, which may be made to a nonprofit affiliate of the affordable housing developer who would in turn contribute funds to the farm owner
- The owner/developer of the Farm and Amenities will be an owner's association whose members are comprised of, among others, the senior affordable housing owner and the mixed income owner
- 0% interest rate
- Loan forgivable at year 55 if all terms and conditions of loan are satisfied

Affordability and Affordable Requirements

The Affordable Housing Requirements remain unchanged from the original proposal. The Developer will deliver the senior housing parcel with 165 units of housing to be leased as follows:

- (a) 54 permanent supportive housing (PSH) units to help homeless individuals and families with special needs
- (b) 54 units to be leased to 30% AMI Households
- (c) 55 units to be leased to a range between 40% and 80% AMI Households
- (e) 2 units to be leased to 120% AMI Households, provided that units to be leased to 120% AMI Households may be used as two resident apartment manager's units (the "Management Unit(s)") to the extent required under applicable law.

In addition to the 165 affordable units in the senior housing development, there will be 16 moderate-income units in the mixed-income apartment building.

Conclusion

The proposed amendment will allow for the implementation of an affordable housing project that makes a significant contribution toward meeting the City's affordable housing goals. The proposed loan restructuring will not have an impact upon the project or the City's financial position and will enable the project to move forward as currently financed.

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.

On January 29, 2019, the City Council approved a Mitigated Negative Declaration (MND) and the Mitigation Monitoring and Reporting Program (MMRP) for the proposed project.

FISCAL IMPACT

In total, the City has invested \$15.7 million on the Property. At closing, the Developer will acquire the market-rate and mixed-income parcels at a value of \$15,700,000, which will be deposited to the City's Housing Successor Fund and recoup the City's cost.

If approved, the City's loans of approximately \$6,700,000 for the senior affordable housing project and approximately \$9,000,000 for Common Area would be drawn from the City's Housing Successor Fund using the proceeds from the sale of the market-rate and mixed-income parcels by Core in the same amount. The principal and interest due under the loan to the senior affordable housing project would be paid 55 years from the date of the agreement. Annual payments from the loan to the senior affordable housing project would be made upon the availability of residual receipts and would be proportionally split between the subordinate lenders.

COORDINATION

This report was coordinated with City Manager's Office, City Attorney's Office, Department of Finance, and Department of Community Development.

PUBLIC CONTACT

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

RECOMMENDATION

Adopt a Resolution approving and authorizing the City Manager to execute the First Amendment to Disposition and Development Agreement with Core Affordable Housing for the development of up to 361 multi-family residential units and 1.5 acres of open space at 1834 Worthington Circle/90 North Winchester and further authorizing the City Manager to execute all other agreements (including a Ground Lease, Loan Agreements, Deeds of Trust, Promissory Notes, and Affordable Housing Agreement) in a form consistent with the First Amendment to Disposition and Development Agreement and all other documents necessary or convenient to close escrow and implement the purposes and terms of the Disposition and Development Agreement, as amended.

Reviewed by: Andrew Crabtree, Director of Community Development

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. First Amendment to DDA
2. Resolution

FIRST AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT

This First Amendment to Disposition and Development Agreement (this “**Amendment**”), dated for identification purposes only as of January __, 2021, is entered into by and between the CITY OF SANTA CLARA, a California municipal corporation (“**City**”), and CORE WINCHESTER, LLC, a California limited liability company (“**Developer**”), with reference to the following:

RECITALS

A. The City and Developer are parties to that certain Disposition and Development Agreement dated for identification purposes only as of March 26, 2019 (the “**Agreement**”). Capitalized terms not defined herein shall have the meaning given to them in the Agreement.

B. The Agreement provides that the City will provide Developer with a loan in the amount of \$15,700,000 for the development of the Affordable Project. The City and Developer have agreed that such loan shall be used for the development of both the Affordable Project and the Common Amenities Parcel.

C. Accordingly, the City and Developer desire to amend the terms of the Agreement in accordance herewith.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1. Amendments to the Agreement. Effective as of the date hereof, City and Developer hereby agree that the Agreement is hereby amended as follows:

(a) Recital F is hereby restated in its entirety to read as follows:

F. Developer requires assistance from City in order to develop and construct the Affordable Project and the Common Amenities Parcel. City has agreed to assist Developer with one or more loans in the aggregate amount not to exceed \$15,700,000, which shall be allocated in such amounts as approved by the City Representative between (a) the Affordable Project (the “**City Loan**”) provided that the Affordable Units are held for rent and rented to Qualified Tenants in accordance herewith, and (b) the Common Amenities Parcel (the “**Agrihood Loan**”; together with the Housing Loan, the “**City Financing**”) provided that the Common Amenities Parcel is developed and operated in accordance with this Agreement and the COAs. The total development cost of the Affordable Project is estimated to be approximately \$90,000,000. Developer intends to form a limited partnership (the “**Tax Credit Partnership**”) to own and finance the Affordable Project and who will be the successor in interest under this Agreement as to Developer’s rights and obligations regarding the Affordable Project. The Tax Credit Partnership would secure other construction and permanent financing

sources to cover the total cost of developing the Affordable Project. The anticipated funding sources for the Affordable Project include the sources shown in the Financing Summary attached as Attachment E to this Agreement.

(b) Section 1.1 of the Agreement is hereby amended by deleting the defined term **“Loan Proceeds”** and restating or adding, as applicable, the following defined terms in the appropriate alphabetical order:

“Agrihood Assignment of Agreements” means the Assignment of Agreements for the Agrihood Loan to be executed by the Agrihood Owner based on the City Assignment of Agreements and modified with the approval of Developer and the City Representative.

“Agrihood Assignment of Rents and Leases” means the Assignment of Rents and Leases to be executed by the Agrihood Owner based on the City Assignment of Rents and Leases and modified with the approval of Developer and the City Representative.

“Agrihood Deed of Trust” means the Non-Borrower Deed of Trust, Security Agreement and Fixture Filing (With Assignment of Rents) to be executed by the Agrihood Owner securing the Agrihood Loan based on the City Deed of Trust and modified with the approval of Developer and the City Representative.

“Agrihood Environmental Indemnity” means the Environmental Indemnity to be executed by the Agrihood Owner with respect to the Agrihood Loan based on the City Environmental Indemnity and modified with the approval of Developer and the City Representative.

“Agrihood Loan” is defined in Recital E.

“Agrihood Loan Agreement” means the Loan Agreement with respect to the Agrihood Loan based on the City Loan Agreement and modified with the approval of Developer and the City Representative.

“Agrihood Loan Documents” means the Agrihood Loan Agreement, the Agrihood Promissory Note, the Agrihood Deed of Trust, the Agrihood Assignment of Rents and Leases, the Agrihood Assignment of Agreements, the Agrihood Environmental Indemnity, the Agrihood Guaranty and any amendments and modifications thereto.

“Agrihood Promissory Note” means the Promissory Note evidencing the City Loan to be executed by a nonprofit corporation reasonably approved by the City in substantially the form attached to this Agreement as Attachment J, and modified with the approval of Developer and the City Representative.

“Appraisal” means the Appraisal of the Proposed Mixed Use Residential Site dated January 25, 2019, prepared by The Fillmore Group.

“City Financing” is defined in Recital E.

“City Financing Documents” means, collectively, the Agrihood Loan Documents and the City Loan Documents.

“City Promissory Note” means the Promissory Note evidencing the City Loan in substantially the form attached to this Agreement as Attachment J, subject to such changes as the Construction Lender and the Investor Limited Partner may request that are reasonably approved by the City; provided that the interest therein shall be determined at or prior to Closing and shall be a rate which provides similar aggregate streams of payments as if the City Loan were in the principal amount of \$15,700,000 and bearing 2% simple interest, as approved by the City Representative.

“COAs” means the Conditions of Rezoning Approvals PLN2016-12389, approved under the City of Santa Clara City Council Resolution No. 19-8660.

“Property Purchase Price” means collectively, the purchase price with respect to the Property in the total amount of \$15,700,000. The Purchase Price shall be allocated as follows (which allocation is substantially consistent with the Appraisal): \$0 is allocated to the Affordable Housing Parcel, \$6,300,000 is allocated to the Market Rate Parcel, \$9,400,000 is allocated to the Mixed Income Parcel, and \$0 is allocated to the Common Amenities Parcel.

(c) Sections 1.5, 3.3, 3.6.1(F), 3.6.2(E), 3.6.2(I), 3.8, 3.12, 3.14, and 8.7 of the Agreement are hereby amended by replacing all reference to “City Loan” and “City Loan Documents” with “City Financing” and “City Financing Documents”, respectively.

(d) Section 3.4 of the Agreement is hereby amended by adding the following paragraphs to the end thereof:

The City hereby agrees to provide the Agrihood Loan to a nonprofit corporation reasonably approved by the City that immediately contributes the Agrihood Loan proceeds, directly or indirectly, to the entity who will acquire title to the Common Amenities Parcel in accordance with Section 2.3.2 hereof (the **“Agrihood Owner”**) (provided that the City approves the documentation of such contribution, which approval shall not be unreasonably withheld, conditioned or delayed) and upon satisfaction of the conditions precedent stated in Attachment No. 6 of the City Loan Agreement, except that such conditions precedent shall be with respect to the development and operation of the Common Amenities Parcel and the Agrihood Promissory Note is not intended to be assigned to the Agrihood Owner.

The Agrihood Loan shall:

- (1) not bear interest;
- (2) not require any payments prior to the Maturity Date (as defined below);

(3) be forgiven 55 years after the receipt of the permanent certificate of occupancy with respect to the improvements to be developed upon the Common Amenities Parcel and provided that the Agrihood Owner complies with covenants to be agreed to between Developer and the City Representative (the “**Maturity Date**”);

(4) be evidenced and secured by the Agrihood Loan Documents.

(e) Section 3.5.2 of the Agreement is hereby amended by replacing all references to “City Lender Policy” with “Housing Lender Policy”.

(f) A new Section 3.5.3 is hereby added to the Agreement to read as follows:

3.5.3 Concurrently with the Closing, Title Company shall issue to the City, at Developer’s cost, a lender’s policy of title insurance in the amount of the Agrihood Loan, which at City’s option may be a 2006 ALTA extended coverage lender’s policy, together with such endorsements as are reasonably requested by the City (the “**Agrihood Lender Policy**”; together with the Housing Lender Policy, the “**City Lender Policy**”), insuring the lien of the City’s deed of trust with respect to the Agrihood Loan to be a first priority lien on the Common Amenities Parcel, and containing such endorsements as the City may reasonably require, which may include zoning, survey, access, parcel contiguity, environmental, tax parcel, and subdivision endorsements, subject only to the (A) the lien of non-delinquent real property taxes and assessments, (B) the Permitted Exceptions, (C) agreements expressly required by this Agreement to be recorded at the Closing, and (D) any exception to title which may be approved by the City.

(g) A new Section 3.7.1(M) is hereby added to the Agreement to read as follows:

(M) Agrihood Loan. Developer shall have met the requirements under Section 3.4 hereof.

(h) Attachments A-1, A-2, A-3, A-4 and B to the Agreement are hereby replaced with the Attachments A-1, A-2, A-3, A-4 and B attached hereto; *provided, however, that* any dates in Attachment B attached hereto that occur on or after January 5, 2023, shall be extended only upon satisfaction of the condition precedent that the State make appropriate modifications to or waivers of the relevant provisions of the State Grant Deed to accommodate such extensions.

2. Successors and Assigns. This Amendment shall be binding on and inure for the benefit of the parties hereto and their successors and assigns.

3. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

4. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of California.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and Developer have signed this Amendment as of the date and year first above written.

“CITY”

CITY OF SANTA CLARA,
a California municipal corporation

By: _____
Deanna J. Santana, City Manager

APPROVED AS TO FORM:

Brian Doyle, City Attorney

[SIGNATURE PAGE TO FIRST AMENDMENT TO
DISPOSITION AND DEVELOPMENT AGREEMENT]

“DEVELOPER”

CORE WINCHESTER, LLC,
a California limited liability company

By: _____
Chris Neale, Manager

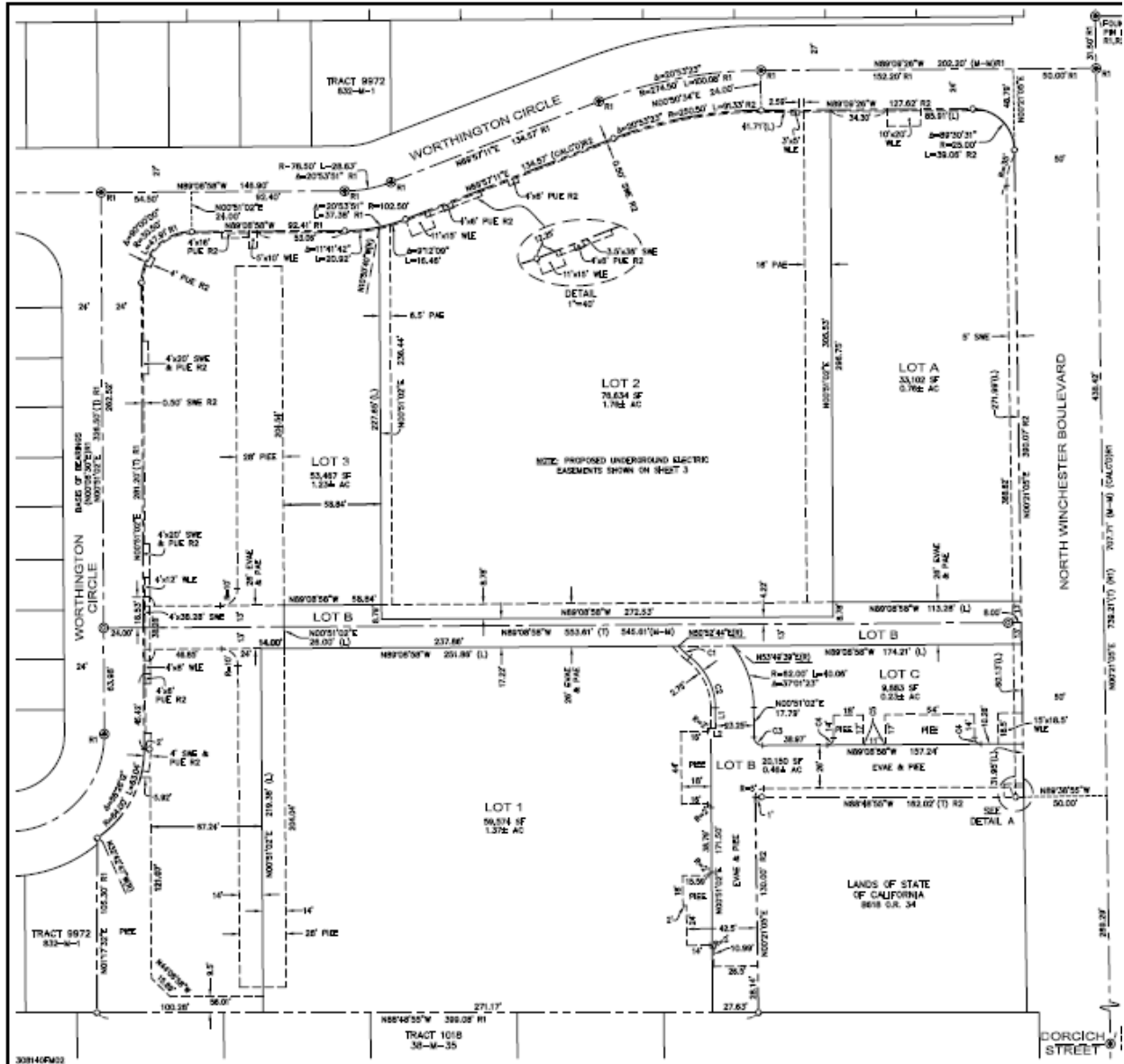
[SIGNATURE PAGE TO FIRST AMENDMENT TO
DISPOSITION AND DEVELOPMENT AGREEMENT]

Lot 3 as depicted below

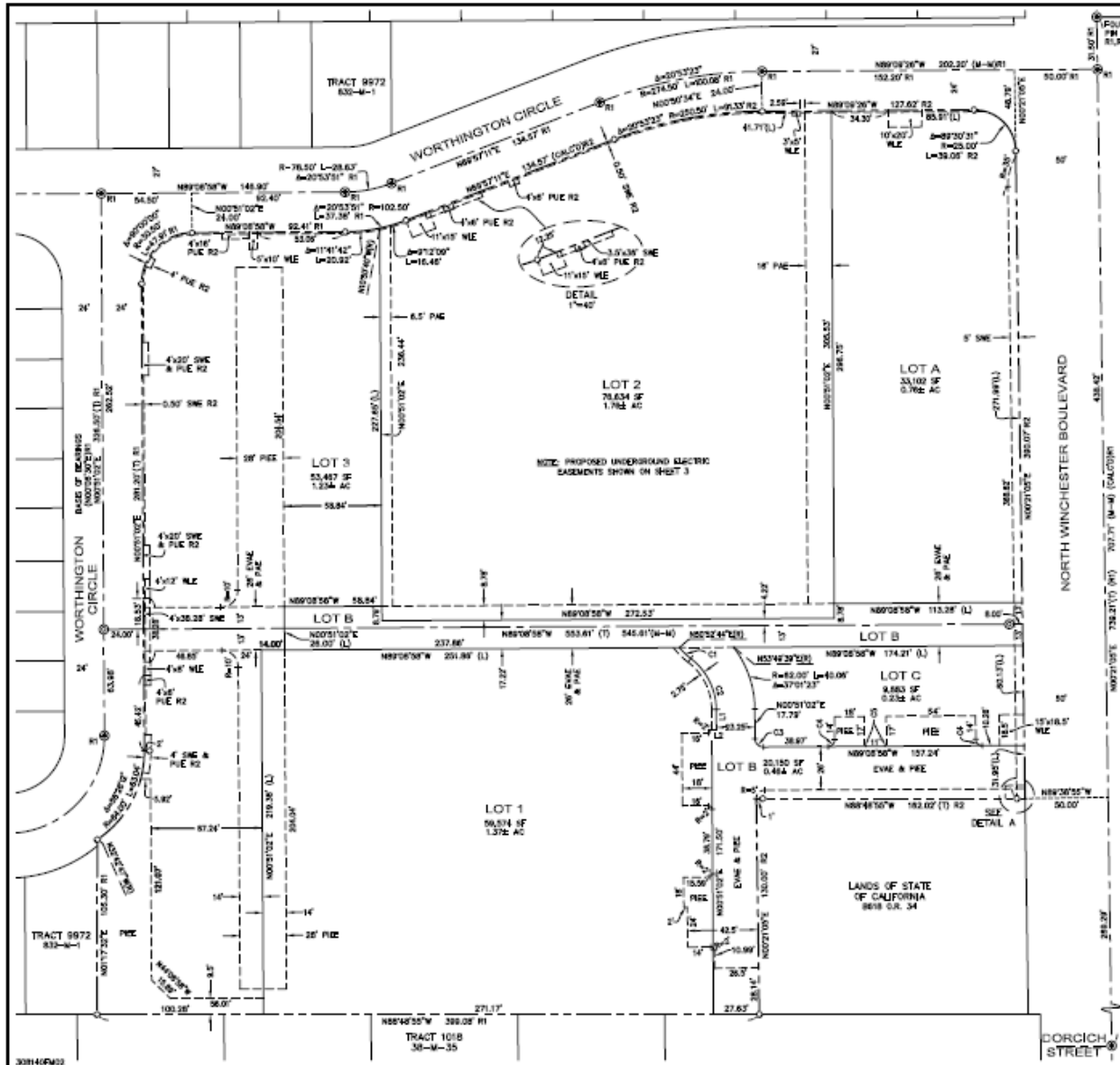


ATTACHMENT A-2 **DESCRIPTION OF MIXED INCOME PARCEL**

Lot 2 as depicted below



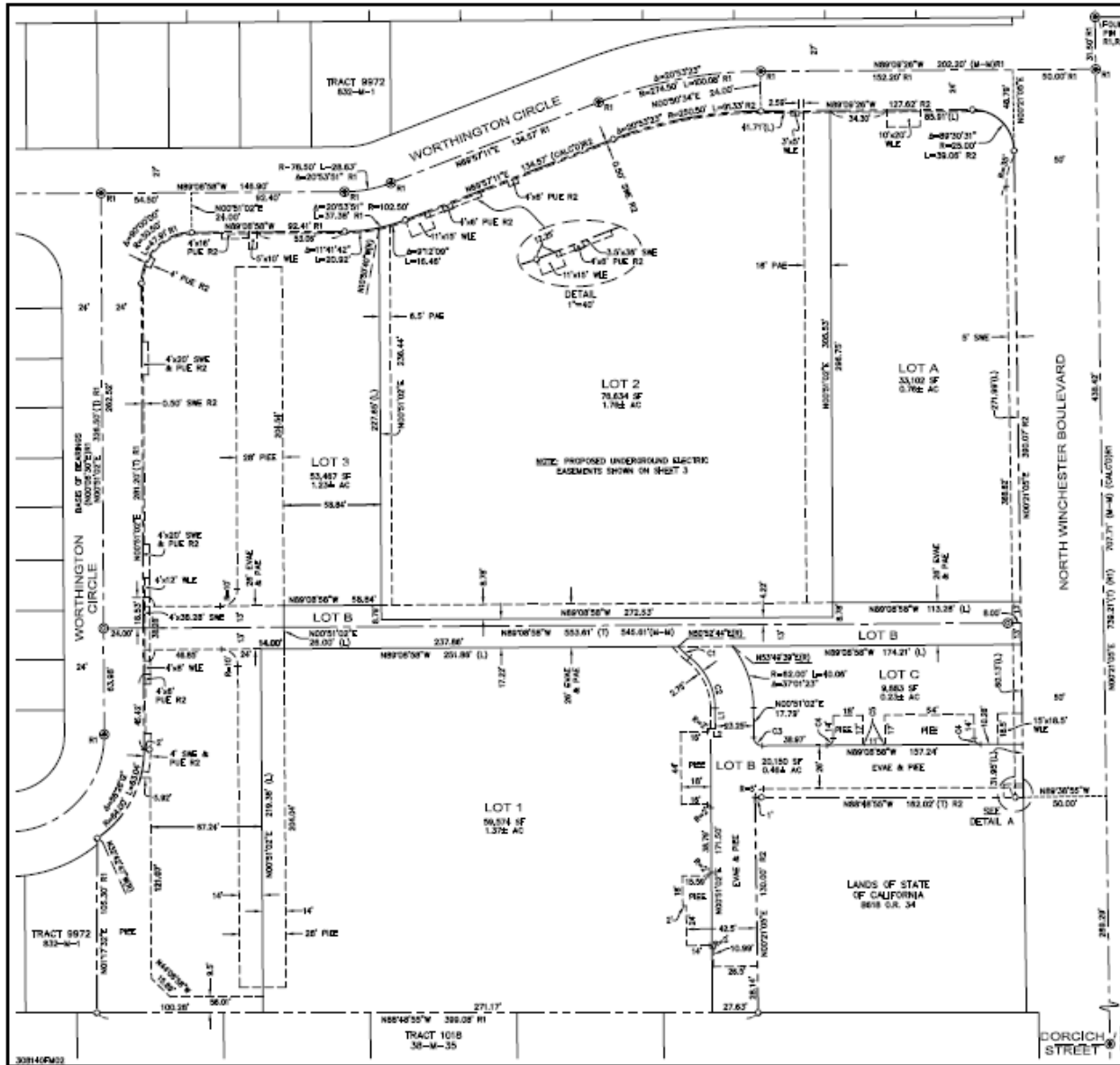
Lot 1 as depicted below



ATTACHMENT A-4

DESCRIPTION OF COMMON AMENITIES PARCEL

Lots A, B and C as depicted below



ATTACHMENT B

SCHEDULE OF PERFORMANCE

County Funding Approval	December 18, 2018
Public Hearing – DDA, PD Zoning, Tentative Map.....	January 29, 2019
Architectural Review Committee	August 21, 2019
Submit 4% CDLAC & TCAC applications	June 30, 2020
CDLAC, TCAC, Award	September 30, 2020
Final Map/Improvement Plan Approval	December 31, 2020
Building Permit Ready.....	January 31, 2021
Outside Closing Date	March 30, 2021
Construction Start	June 30, 2021
PIS	September 30, 2024
Construction Completion.....	October 31, 2024
100% Occupied.....	April 1, 2025
8609 Certification	April 1, 2026

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA
APPROVING FIRST AMENDMENT TO THE DISPOSITION AND
DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SANTA
CLARA AND CORE COMPANIES, FOR THE AGRIHOOD
PROJECT LOCATED AT 1834 WORTHINGTON CIRCLE/90
NORTH WINCHESTER BOULEVARD, SANTA CLARA**

SCH# 2018042026
CEQ2016-01017 (EIR)
PLN2016-12389 (Rezone)

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

WHEREAS, on December 5, 2016, The Core Companies (together with its affiliate, Core Winchester, LLC, “Applicant”) filed an application for the vacant 5.8-acre site located at 1834 Worthington Circle (“Project Site”);

WHEREAS, the Applicant applied to rezone the Project Site from Planned Development (PD) to Planned Development (PD) to allow a residential development consisting of 165 affordable senior apartments, 160 multi-family mixed-income apartments, and 36 townhouses (“Project”);

WHEREAS, the Project approvals will include: Certification of the Environmental Impact Report (EIR) for the Agrihood Project (“EIR Resolution”); Rezone of the Project Site from Planned Development (PD) to Planned Development (PD) Zoning District, with Conditions of Approval, attached thereto; a Vesting Tentative Subdivision Map; and the Disposition and Development Agreement attached hereto and incorporated herein by this reference;

WHEREAS, the Disposition and Development Agreement contemplates that implementation of the Project will require myriad permits, approvals, entitlements, agreements, permits to enter, utility services, subdivision maps, building permits, and other authorizations in order to implement the Project, including but not limited to a ground lease (the “Ground Lease”), Loan Agreement, and Regulatory Agreement for a portion of the Project Site (together, the “Project Documents”);

WHEREAS, the Project Documents, including the Disposition and Development Agreement and

the Ground Lease, will help address the City's housing needs at a broad range of income levels by providing the City with 361 housing units, of which 181 units will be affordable to households with Area Median Income (AMI) levels ranging from 30% to 120%;

WHEREAS, notice of the public hearing on the proposed Project was published in the *Santa Clara Weekly*, a newspaper of general circulation for the City on January 16, 2019;

WHEREAS, on January 18, 2019, notices of the public hearing on the proposed Project were posted in three conspicuous locations within 300 feet of the Project Site and were mailed to all property owners within 1,000 feet of the Project Site, according the most recent assessor's roll;

WHEREAS, the City Council has reviewed the Disposition and Development Agreement;

WHEREAS, before considering the Disposition and Development Agreement, the City Council reviewed and considered the information contained in the EIR (SCH# 2018042026), the CEQA Findings and the Statement of Overriding Considerations for significant unavoidable impacts in the areas of greenhouse gas emissions and traffic that cannot be avoided or substantially lessened by the adoption of feasible mitigation measures; and,

WHEREAS,

On January 29, 2019, City Council approved a Disposition and Development Agreement (DDA) and other land use entitlements to allow for the development of up to 361 multi-family units and 1.5 acres of open space. These approvals included: Final Environmental Impact Report (FEIR), Statement of Overriding Considerations and a Mitigation, Monitoring, and Reporting Program (MMRP), Rezoning from Planned Development (PD) to Planned Development (PD) to allow the development of 165 affordable senior apartments, 160 multi-family mixed-income apartments, and 36 townhouses, Vesting Tentative Subdivision Map, Disposition and Development Agreement

WHEREAS,

Current Funding Commitments for the project include \$50 million in bond funding awarded by the California Debt Limit Allocation Committee (CDLAC) on September 16, 2020 and a \$23.55

million commitment of funding from Measure A, the Santa Clara County \$950 million affordable housing bond approved in 2016. As part of the CDLAC bond funding award, the Developer is required to close financing and start construction no later than 6 months after the award of the bond funding allocation, which is March 16, 2021.

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

1. That the City Council hereby finds that the above Recitals are true and correct and by this reference makes them a part hereof.
2. That the City Council hereby approves the First Amendment to the Disposition and Development Agreement, substantially in the form attached hereto as Exhibit "First Amendment to Disposition and Development Agreement," subject to such minor and clarifying changes consistent with the terms thereof as may be approved by the City Attorney prior to execution thereof.
3. That the City Manager and/or designee is hereby authorized and directed to perform all acts to be performed by the City in the administration of the Disposition and Development Agreement pursuant to the terms of both the Disposition and Development Agreement and First Amendment to the Disposition and Development Agreement. The City Manager is further authorized and directed to perform all other acts, negotiate and enter into all other agreements (including a ground lease, loan agreements A and B, deeds of trust, promissory notes, State Grant Deed, and affordable housing agreement) and execute all other documents and modifications to the Disposition and Development Agreement and loan agreements necessary or convenient to carry out the purposes of this Resolution and the Disposition and Development Agreement.
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 _____, 2021, 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. First Amendment to the Disposition and Development Agreement



Agenda Report

21-1237

Agenda Date: 1/12/2021

REPORT TO COUNCIL

SUBJECT

Action on the Fairway Glen Park Restroom Project Schematic Design Option 1 and Introduction of an Ordinance Approving the Update of the Fairway Glen Park Master Plan to include a Restroom in Accordance with City Charter Section 714.1

Council Pillar

Enhance Community Sports, Recreational and Arts Assets

BACKGROUND

Council approved the FY2019/20 Capital Improvement Program (CIP) Budget, including Project #3186 to construct a restroom building to serve users of Fairway Glen Park, located at 2051 Calle de Primavera. The neighborhood park currently has accessible play spaces for ages 2-5 and 6-12, two tennis courts, a BBQ area, a large grass meadow, and landscaping.

In 2020, the City hired SSA Landscape Architects, Inc. to design a restroom building within the CIP budget, and to solicit community input. The restroom building will provide two accessible stalls, a drinking fountain with water bottle filler & dog bowl, and a maintenance/utility chase. The project includes new utility connections, ADA entry, security lighting, camera, touchless faucets, hand dryers, modest landscaping and will comply with current building codes and regulations. A site evaluation identified two feasible locations convenient to utilities and compatible with the park's overall site plan.

Community Outreach.

From October 3 through October 21, 2020, the City design team conducted an online community survey through the City's Open City Hall digital platform, invited participation through various social media, and provided images to illustrate the options. The City had 109 attendees and 70 responses with approximately 3.5 hours of public comment. Based on the community response, 62% preferred the restroom location midway between the playground/picnic area and tennis court amenities. The public also preferred that the restroom design have a standing seam roof, board and batten siding, and stone veneer. The community had a less clear preference on the color palate.

Parks & Recreation Commission.

At their Regular Meeting on November 17, 2020, the Parks & Recreation Commission discussed the Project and recommended that Council approve the Schematic Design Option 1 for the Fairway Glen Park Restroom Project (Attachment 1).

DISCUSSION

Council will consider the Parks & Recreation Commission recommendation and the introduction of an ordinance approving the Update of the Fairway Glen Park Master Plan to include a restroom in accordance with City Charter Section 714.1.

MEASURE R

In November 2016, voters passed Measure R, which added Section 714.1 Protection of Parkland and Public Open Space to the City Charter. Measure R prohibits selling, leasing, or otherwise disposing of parkland for a period of one hundred eighty (180) days or more, and also prohibits its use from changing, being abandoned, or discontinued without such sale, lease, disposal or changed use having first been authorized or ratified by a two-thirds majority vote of the electorate during a general municipal election for that purpose. Measure R also prohibits changes in park use for over 180 days without a majority vote of the electorate and substantial building, construction, reconstruction or development upon dedicated parkland except pursuant to ordinance subject to referendum. The referendum process is set forth in the Elections Code.

An action to approve the Fairway Glen Park Restroom Schematic Design would change the existing Fairway Glen Park and therefore may be subject to Measure R as the update of the Fairway Glen Park Master Plan to include the restroom building may be considered as “substantial building, construction, reconstruction, or development” of the existing park. The approval of the restroom schematic design will also require an ordinance to assure compliance with Measure R and will be introduced as part of the Council’s consideration of the Commission recommendation. The ordinance does not include a sale, lease, disposal, or change in park use requiring a majority vote of the electorate. The second reading of the ordinance will come back to Council at a subsequent meeting for adoption in accordance with City Charter sections 808 and 812.

ENVIRONMENTAL REVIEW

The action being considered is exempt from the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines sections 15301 “Existing Facilities”, 15302 “replacement or reconstruction”, and 15303 “new construction or conversion of small structures” as the activity consists of the operation, repair, maintenance, permitting or minor alteration of existing public facilities or topographical features involving negligible expansion of use beyond that existing at the time of the lead agencies determination.

FISCAL IMPACT

The Fairway Glen Park Restroom Project (#3186) in the Parks and Recreation Capital Fund has an approved budget allocation of \$900,000 for design, construction, administration, permits and contingency. Current maintenance activities for the park are included in the Parks & Recreation Department annual operating budget.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City’s official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City’s website and in the City Clerk’s Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk’s Office at (408) 615-2220, e-mail clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>>. In addition, a community survey and Parks & Recreation Commission Meeting were held to provide opportunities for public comment.

RECOMMENDATION

Approval of the Fairway Glen Park Restroom Project Schematic Design Option 1 and introduction of an ordinance approving the update of the Fairway Glen Park Master Plan to include a Restroom Building in accordance with City Charter Section 714.1.

Submitted by: James Teixeira, Director of Parks & Recreation
Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

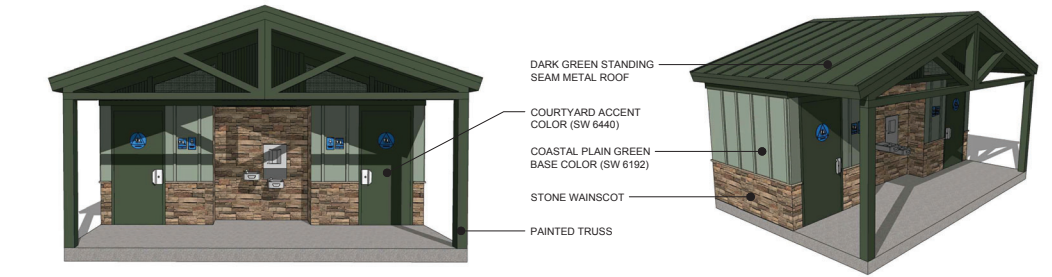
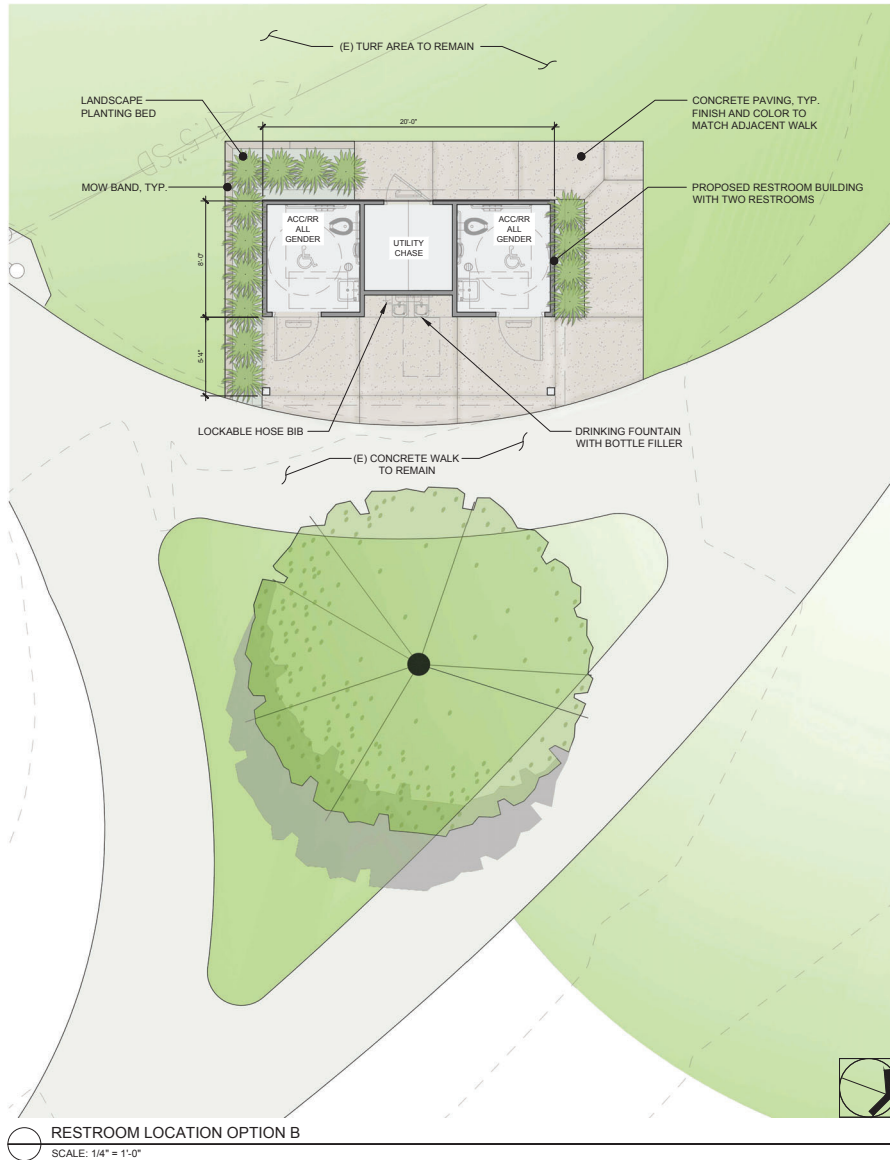
1. Fairway Glen Park Restroom Project Schematic Design
2. Ordinance



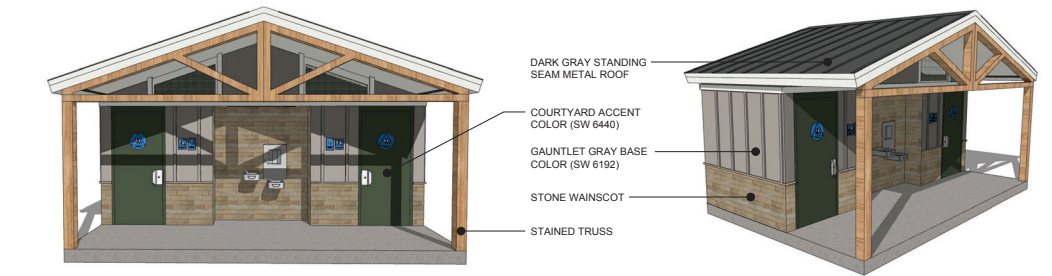
PROPOSED RESTROOM LOCATION

FAIRWAY GLEN PARK RESTROOM CONSTRUCTION PROJECT

2070 CALLE DE PRIMAVERA
SANTA CLARA, CA



RESTROOM COLOR OPTION 01



RESTROOM COLOR OPTION 02

RESTROOM LOCATION ENLARGEMENT

FAIRWAY GLEN PARK RESTROOM CONSTRUCTION PROJECT

2070 CALLE DE PRIMAVERA
SANTA CLARA, CA

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF SANTA CLARA,
CALIFORNIA, APPROVING THE FAIRWAY GLEN PARK
RESTROOM SCHEMATIC DESIGN IN ACCORDANCE WITH
CITY CHARTER SECTION 714.1**

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

WHEREAS, the Fairway Glen Park (“Park”) site located at Calle De Primavera and Avenida de Angelina (APN 097-43-002) as recorded in County of Santa Clara on October 7, 1975 and dedicated as parkland in the City of Santa Clara’s General Plan; and,

WHEREAS, the funding for the Fairway Glen Park Restroom Project (“Project”) was approved by City Council in the Capital Improvement Project Budget (CIP #3186) in FY2019/20; and,

WHEREAS, the Project proposes improvements as recommended by the Parks & Recreation Commission in November 2020, as depicted in the Fairway Glen Park Restroom Schematic Design including construction of a new restroom, related utilities, and landscaping, among other items (“Park Project Improvements”); and,

WHEREAS, the voters of the City of Santa Clara passed Measure R in 2016, which added section 714.1 to the City Charter, which prohibits substantial building, construction, reconstruction, or development of parks and recreation facilities except pursuant to ordinance subject to referendum; and,

WHEREAS, the Park Project Improvements constitutes a substantial building, construction, reconstruction and/or development, and is subject to Measure R; and,

WHEREAS, the City Council desires to approve the Park Project Improvements by ordinance in accordance with City Charter section 714.1.

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

FOLLOWS:

SECTION 1: That the City Council hereby approves the building, construction, reconstruction and/or development of Fairway Glen Park in accordance with the Fairway Glen Restroom Schematic Design, attached hereto and incorporated by this reference, and in accordance with City Charter section 714.1.

SECTION 2: 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 3: This Ordinance shall not be codified in the Santa Clara City Code.

///

///

SECTION 4: Effective date. This ordinance shall take effect thirty (30) days after its final adoption; however, prior to its final adoption it shall be published in accordance with the requirements of Section 808 and 812 of “The Charter of the City of Santa Clara, California.”

PASSED FOR THE PURPOSE OF PUBLICATION this ____ day of _____, 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. Fairway Glen Park Restroom Schematic Design



Agenda Report

21-1256

Agenda Date: 1/12/2021

REPORT TO COUNCIL

SUBJECT

Action on an Agreement with Long's Custom Discing, Inc. for Annual Swale Mowing Services

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

The Eastside Retention Drainage Swale (drainage swale) is located along the east border of the All Purpose Landfill and west of the Guadalupe River levee between Tasman Drive and the Eastside Retention Basin located at 5611 Lafayette Street (Attachment 1). The drainage swale conveys stormwater runoff to the Eastside Retention Basin and is then pumped into the Guadalupe River. The City maintains this area by having a Contractor perform an annual mowing to minimize flood potential. This project entails cutting the overgrown tule, cattails and other vegetation down to four to six inches and removing the cut debris to restore the drainage swale's storm conveyance capacity.

DISCUSSION

On August 5, 2020, the City issued a Request for Proposals (RFP) for swale mowing services using the City's e-procurement system, BidSync. The City received only one proposal from Long's Custom Discing (San Jose, CA) and after a thorough evaluation staff determined that the proposal satisfied all the requirements in the RFP. As specified in the RFP, the proposal was evaluated based on responsiveness, experience, technical capability and cost. The proposal met all the evaluation criteria and the annual cost was reasonable and in line with what the City paid for swale mowing services in 2020.

Long's Custom Discing, Inc. has been in the weed abatement business since 1975 and has over eight years of experience performing mowing services for the City, ensuring that they are both knowledgeable and capable to perform the scope of services required for this project. Furthermore, the Contractor has maintained a good relationship with the City by providing quality work and meeting City expectations in the previous agreements.

This agreement includes a section covering prevailing wage.

ENVIRONMENTAL REVIEW

The action being considered is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15301 "Existing Facilities," as the activity consists of the repair, maintenance or minor alteration of existing facilities involving no or negligible expansion of the use beyond that presently existing.

FISCAL IMPACT

The amount to be paid to Long's Custom Discing, Inc. over the five-year term of the agreement is \$257,572.70 with a not-to-exceed amount of \$296,208.61, which includes a 15 percent contingency (Attachment 2). The FY 2020/21 Operating Budget for the General Fund's storm drain maintenance program includes funding for Year 1 of this contract, which totals \$48,515 (or \$55,792 with a 15 percent contingency). Funding in future years will be incorporated into the budget development process.

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

1. Approve and authorize the City Manager to execute an agreement with Long's Custom Discing, Inc. to perform annual mowing of the City's Eastside Retention Basin Drainage Swale for an amount not-to-exceed \$296,208.61 over the five-year term of the agreement, subject to the appropriation of funds; and
2. Authorize the City Manager to make minor modifications to the agreement, including time extensions, as necessary.

Reviewed by: Craig Mobeck, Director of Public Works

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. City's Eastside Retention Basin Drainage Swale Map
2. Cost Summary
3. Agreement

City's Eastside Retention Basin Drainage Swale Map



Agreement:		RFP 20-21-01						
Expires:		12/31/2025						
Supplier:								
			Bill Cycle		Contingency	Not-to-Exceed		
Location	Frequency	Billing Cycle	/year	\$ Inc/year	/year	/year	Account	
Eastside Drainage Swale Mowing	1/year	Year 1 (2021)	\$ 48,515.00		15.0%	\$ 55,792.25	001-2921-87870	
		Year 2 (2022)	\$ 49,970.45	3.0%	15.0%	\$ 57,466.02	001-2921-87870	
		Year 3 (2023)	\$ 51,469.56	3.0%	15.0%	\$ 59,189.99	001-2921-87870	
		Year 4 (2024)	\$ 53,013.64	3.0%	15.0%	\$ 60,965.69	001-2921-87870	
		Year 5 (2025)	\$ 54,604.05	3.0%	15.0%	\$ 62,794.66	001-2921-87870	
Total (not-to-exceed)						\$ 296,208.61		

**PERFORMANCE AGREEMENT
BY AND BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND
LONG'S CUSTOM DISCING, INC.**

This agreement for the performance of services ("Agreement") is by and between *insert Contractor's name, a California corporation, with its principal place of business located at 14320 Clayton Rd., San Jose, CA 95127 ("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."

AGREEMENT PROVISIONS

The parties agree as follows:

1. SERVICES TO BE PROVIDED

Contractor shall perform the services ("Services") more fully described in Exhibit A, entitled "SCOPE OF SERVICES." All of the exhibits referenced in this Agreement are attached and incorporated by this reference. Except as otherwise specified in this Agreement, Contractor shall furnish all necessary technical and professional services, including labor, material, equipment, transportation, supervision and expertise to satisfactorily complete the services required by City at his/her own risk and expense. The Services are to be performed at Eastside Retention Basin located at 5611 Lafayette Street, Santa Clara, California.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on December 31, 2025.

3. PERFORMANCE OF SERVICES

The Contractor shall perform the Services for the entire time set forth in this Agreement at the location and for the time period described above or forfeit the right to claim any remaining part of the compensation to which the Contractor would otherwise be entitled under this Agreement.

4. COMPENSATION AND PAYMENT

The amount paid to Contractor for Services performed under the terms of this Agreement shall not exceed \$296,208.61. Services provided on a yearly basis are based on one service occurrence per year. Contractor will bill the City for Services provided by Contractor as an all-inclusive fee for the project by year. Yearly projects costs shall not exceed the not-to-exceed amount by year. Hourly rates may be used for pricing the cost

of additional services outlined in the Scope of Work. City will pay Contractor within thirty (30) days of City's receipt of invoice.

5. INDEPENDENT CONTRACTOR

Contractor is an independent contractor and the means by which Contractor shall accomplish the performance of the Services shall be under the sole control of the Contractor. Contractor agrees that in performing the Services required under this Agreement, it is not an agent or employee of City, but an independent contractor for professional services with full rights to manage its employees subject to the requirements of the law. All persons employed by or contracted with Contractor to furnish services in connection with the Services under this Agreement are not employees of City in any respect.

6. 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 provides a Notice of Termination, Contractor shall discontinue performing any further services as of the effective date of Notice of Termination, and City shall pay Contractor for all Services satisfactorily performed up to such date, less any outstanding claims the City may have arising from Contractor's performance of the Services under this Agreement.

7. FAIR EMPLOYMENT

Contractor shall comply with all applicable Federal, State, and local non-discrimination laws and maintain all licenses required by State, Federal and local governments and regulatory agencies for the Services to be performed.

8. DEPENDENT ON AVAILABILITY OF GRANT FUNDS

Contractor understands that the scope of services and the number of hours Contractor will provide may be curtailed anytime during the period of the contract, depending on the availability of grant funds.

9. HOLD HARMLESS/INDEMNIFICATION

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, agents, and employees from and against any claim, injury, liability, loss, cost, and/or expense or damage, however same may be caused, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom, for which City shall become legally liable arising from Contractor's acts, errors, or omissions with respect to or in any way connected with the Services performed by Contractor pursuant to this Agreement.

10. 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.

11. COUNTERPART/FACSIMILE SIGNATURE

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
City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

LONG'S CUSTOM DISCING, INC.
a California corporation

By: _____
Name: Valerie Long
Title: President
14320 Clayton Road
Local Address: San Jose, CA 95127
Telephone Work: (408) 923-7741 Fax: (408) 272-2210
Email: Valerlo4@aol.com

**PERFORMANCE AGREEMENT
BY AND BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND
LONG'S CUSTOM DISCING, INC.**

EXHIBIT A

SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are more fully described below:

1. The Contractor shall perform annual mowing of the City's Eastside Retention Basin Drainage Swale.
2. The Contractor shall perform cutting the overgrown tule, cattails and other vegetation down to 4"-6" and removing the cut debris to restore the drainage swale's flood protection purpose.
3. The City will provide a 40 cubic yard debris bin for disposal, and the contractor shall be responsible for filling it with the cut debris and coordinating with the City on placement, servicing and removal.
4. Mowing is to happen after September 1 (end of burrowing owl breeding season) and be complete by October 31. No mowing shall occur without written approval from Public Works Supervisor as the City will be working with a biologist to confirm the area is free of burrowing owls before mowing.
5. The contractor shall repair or replace, at his own expense, any physical improvements (e.g. irrigation systems, landscaping, fences, mailboxes, signs) damaged or destroyed as a result of mowing activities. Activities include the transportation/maintenance of equipment, unloading/loading of equipment, mowing by equipment and mowing by hand.
6. The contractor shall be responsible for the inspection of all sites to assure that foreign objects are removed. The City will not be responsible for damage to Contractor equipment.
7. Contractor shall perform all requested services in an efficient and expeditious manner and shall work closely with and be guided by City.
8. All state and federal guidelines shall be followed for mowing of vegetation. This shall include adhering to the weather restrictions and providing all fire safety equipment needed for this type of work.
9. Contractor shall also give a 48 to 72-hour notice prior to the start of the project. Mowing can only occur between the hours of 7:00 a.m. and 4:00 p.m.

The Eastside Retention Drainage Swale (drainage swale) is located along the east border of the All Purpose Landfill, and west of the Guadalupe River levee between Tasman Drive and the Eastside Retention Basin located at 5611 Lafayette Street (see map below).



**PERFORMANCE AGREEMENT
BY AND BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND
LONG'S CUSTOM DISCING, INC.**

EXHIBIT B

SCHEDULE OF FEES

The amount paid to Contractor for Services performed under the terms of this Agreement shall not exceed \$296,208.61. Services provided on a yearly basis are based on one service occurrence per year. Contractor will bill the City for Services provided by Contractor as an all-inclusive fee for the project by year. Yearly projects costs shall not exceed the not-to-exceed amount by year. Hourly rates may be used for pricing the cost of additional services outlined in the Scope of Work. City will pay Contractor within thirty (30) days of City's receipt of invoice.

The total not to exceed (NTE) amount of this agreement over the five-year term is \$296,208.61 which includes a fifteen percent (15%) contingency per year.

Cost Element Attachment B	Number of Units/Hrs	Rate per Unit	Subtotal
Labor (hourly rate by classification)			
Labor class 42 group 1	40	124	\$4,960.00
Labor class 42 group 2	40	120	\$4,800.00
Labor Living wage santa Clara County Landscape Maintenance	480	70	\$33,600.00
Supplies and Materials (please specify)			
Loader	40	40	\$1,600.00
Long reach tractor boom 40'	40	75	\$3,000.00
Fuel / Gallons	100	3.75	\$375.00
Fencing 10' panels	3	60	\$180.00
Other Costs (please specify)			
	None		
Total Year 1			\$48,515.00
Total Year 2			\$49,970.45
Total Year 3			\$51,469.56
Total Year 4			\$53,013.64
Total Year 5			\$54,604.05
			<hr/> \$257,572.70

**PERFORMANCE AGREEMENT
BY AND BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND
LONG'S CUSTOM DISCING, INC.**

**EXHIBIT C
INSURANCE REQUIREMENTS**

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

\$2,000,000 Each occurrence
\$2,000,000 General aggregate
\$2,000,000 Products/Completed Operations aggregate
\$2,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.
3. General Aggregate. The general aggregate limits shall apply separately to Contractor's work under this Agreement providing coverage at least as broad as Insurance Services Office (ISO) Endorsement CG 2503, 1985 Edition, or insurer's equivalent (CGL);

4. Cancellation.

- a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
- b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

5. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

G. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara Department of Public Works - Street Division
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.

**PERFORMANCE AGREEMENT
BY AND BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND
LONG'S CUSTOM DISCING, INC.**

**EXHIBIT D
LABOR COMPLIANCE ADDENDUM**

This Agreement is subject to the requirements of California Labor Code section 1720 *et seq.* requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

I. Prevailing Wage Requirements

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov and are on file with the City Clerk's office, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.
2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.
3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov.
4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.
5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 *et seq.*, as well as any additional documentation requested by the City or its designee including, but not limited to:

certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.
7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.
9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those who fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.
10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.
11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

J. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

K. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.
2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.
3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violation identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.



Agenda Report

21-1247

Agenda Date: 1/12/2021

REPORT TO COUNCIL

SUBJECT

Action on FY 2019/20 Budget Year-End Report and Approve the Related Budget Amendments

COUNCIL PILLAR

Enhance Community Engagement and Transparency

EXECUTIVE SUMMARY

This report provides the year-end financial condition of the City of Santa Clara on a budgetary basis for the fiscal year ended June 30, 2020 and a summary of year-end performance for the General Fund, Special Revenue Funds, Internal Service Funds, and Enterprise Funds. The report also includes the recommended approval of a limited number of FY 2019/20 budget amendments to address expenditures overages, due in part to COVID-19, and FY 2020/21 budget amendments necessary based on the final FY 2019/20 results.

Over the past three years, the current Administration has practiced strong fiscal management toward resolving a \$116 million projected deficit and building up City reserves. While FY2019/20 was tracking as expected by way of revenues and expenditures through March 2020, the last few months of FY 2019/20 were significantly impacted by COVID-19, that resulted in a rapid and unprecedented decline in economic activity throughout this region and the nation.

COVID-19 primarily impacted selected revenues in the General Fund, such as transient occupancy tax and sales tax. Actual General Fund revenues fell below the budgeted estimate in FY 2019/20 by \$10.9 million. Immediate expenditure controls, put in place by end of March 2020, amounted to savings of \$14.8 million and serve to mitigate the majority of the lower revenue. However, the portion of the expenditure savings associated with the development fee program, along with the excess development fee-related revenues, totaling \$5.1 million are set aside in the development fee reserves for this purpose.

In April 2020, the impacts from COVID-19 were estimated at \$10 million. Overall, through strong fiscal management, the City ended the year with an impact of \$3.6 million to the General Fund Budget Stabilization Reserve after considering all actions to close-out FY 2019/20. This shortfall is addressed by the recognition of funding from the closeout of old assessment districts, approved by the City Council in October 2020.

BACKGROUND

The budgetary year-end close process accounts for the year-end revenues and expenditures as well as the resulting ending reserves and fund balances for each budgeted fund. The funds are reconciled to the budgetary fund balances in the Comprehensive Annual Financial Report (CAFR). In this report, funds were reconciled to preliminary CAFR statements, and any necessary budgetary adjustments

based on the final audited CAFR will be brought forward after the CAFR is approved.

This report includes the following recommended budget adjustments:

- 1) required budget ratifications due to over-expended appropriations in FY 2019/20 (Attachment 1); and
- 2) FY 2020/21 budget actions, including reconciliations of carryover capital projects, grants, special revenue funds, and donations funds; revisions to the starting FY 2020/21 fund balances and reserves based on the actual FY 2019/20 year-end performance; and any other necessary adjustments (Attachment 2).

In addition to the budget actions, this report includes tables that summarize the performance of other funds (Attachment 3) and a summary of the fund balance adjustments in each fund (Attachment 4).

Section 1305 of the Charter of the City of Santa Clara, entitled 'Budget - Appropriations,' states that:

...from the effective date of the budget, the several amounts stated therein as proposed expenditures shall be and become appropriated to the several departments, offices and agencies for the respective objects and purposes therein named; all appropriations shall lapse at the end of the fiscal year to the extent that they shall not have been expended or lawfully encumbered; and at any meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by the affirmative votes of at least five members so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenue not included in the budget.

Because appropriations lapse at the end of each fiscal year, it is necessary to carryover funds to complete capital projects and other projects and to account for grants and donations. Adjustments to the fund balance amounts assumed in the adopted budget are also necessary based on the actual prior year-end results. This includes the allocation of any additional fund balance above the amounts assumed in the budget or balancing actions if those fund balances drop below the levels assumed in the budget.

Each year as part of budget development and budget close-out, staff also reviews the reserve balances, including General Fund Budget Stabilization Reserve and the Capital Projects Reserve as well as reserve levels in other funds. Per Council Policy, the Budget Stabilization Reserve target is set to cover operations for 3 months (25% of General Fund expenses) and the Capital Projects Reserve target is set at a minimum fund balance of \$5.0 million in the long term. For the FY 2020/21 budget, the City Council approved a Budget Stabilization level of 20% due to impacts from COVID-19.

DISCUSSION

This report includes a brief summary of budget to actual revenue and expenditure/ expense performance for the General Fund, Special Revenue Funds, Internal Service Funds, and Enterprise Funds.

Information is also included regarding the recommended budget amendments, the impact of FY 2019/20 performance on the General Fund Budget Stabilization Reserve, necessary ratifications to address 2019/20 expenditure overages, a summary of the unfunded retirement liability and Pension Stabilization Reserve, and the status of General Fund and other reserves.

General Fund

Overall, General Fund revenues fell below the budgeted estimates due to COVID-19 and these lower collections were partially offset by expenditure savings, which reduced the necessary draw down on the Budget Stabilization Reserve in FY 2019/20.

General Fund Revenues

In FY 2019/20, actual revenues of \$242.4 million were approximately \$10.9 million lower than the budgeted estimate of \$253.3 million as shown in Table 1 below. Revenue came in lower primarily in the Sales Tax, Transient Occupancy Taxes (TOT), Other Revenue, and Contribution In-Lieu revenue categories, with the largest impacts associated with COVID-19. These lower collections were partially offset by higher than estimated revenues in the Property Tax, Revenue from Other Agencies, Interest, and Other Fees for Services categories.

**Table 1 - FY 2019/20 General Fund Revenues and Transfers In
Final Budget vs. Actual**

Description	FISCAL YEAR 2019/20				
	Adopted Budget	Final Budget	Total Revenue	Variance Favorable/ (Unfavorable)	Percent Variance
Property Tax	\$ 64,438,315	\$ 64,438,315	\$ 65,498,024	\$ 1,059,709	1.64%
Sales Tax	58,200,400	58,200,400	55,269,668	(2,930,732)	(5.04%)
Taxes - Other	29,082,651	29,082,651	21,842,774	(7,239,877)	(24.89%)
Licenses and Permits	9,491,950	9,491,950	9,804,500	312,550	3.29%
Fines and Penalties	1,689,225	1,689,225	1,172,107	(517,118)	(30.61%)
Revenue from Other Agencies	1,755	5,072,529	5,912,389	839,860	16.56%
Revenue from State	167,000	167,000	265,509	98,509	58.99%
Other Fees for Services	40,641,410	40,677,580	41,535,715	858,135	2.11%
Interest	5,697,500	5,697,500	6,879,415	1,181,915	20.74%
Rent	11,992,176	9,292,176	9,328,196	36,020	0.39%
Other Revenue	4,150,001	5,168,676	2,204,044	(2,964,632)	(57.36%)
Contributions In Lieu	24,333,275	24,333,275	22,710,162	(1,623,113)	(6.67%)
Subtotal Revenue	249,885,658	253,311,277	242,422,504	(10,888,773)	(4.30%)
Transfers In	2,066,030	4,912,765	5,486,088	573,323	11.67%
Total Revenue	\$ 251,951,688	\$ 258,224,042	\$ 247,908,592	\$ (10,315,450)	(3.99%)

- Property Tax - the property tax category includes both secured and unsecured taxes. Proceeds from property taxes of \$65.5 million were \$1.1 million (1.6%) above the budgeted estimate of \$64.4 million. These collections were in line with the budgeted estimate.
- Sales Tax - The sales tax category, which includes general sales tax and public safety sales tax proceeds, totaled \$55.3 million. This collection level was \$2.9 million (5.0%) below the budgeted estimate of \$58.2 million due to the drop in revenue in the 1st and 2nd quarters of 2020, which declined by 10.9% and 15.4%, respectively. This decrease in the sales tax category primarily reflects the impact from the actions associated with the COVID-19 pandemic. Prior to COVID-19, sales tax revenues were on track to slightly exceed the budget estimate. Based on the

performance during the first two quarters of 2020, revenues in FY 2020/21 are projected to fall below the budgeted estimate by approximately \$5.0 million. Budget actions will be brought forward separately to address the FY 2020/21 budget performance.

- The Other Taxes category includes franchise tax, TOT, and documentary transfer tax. This revenue category ended the fiscal year \$7.2 million (24.9%) below the budgeted estimate of \$29.1 million primarily due to lower TOT and documentary transfer tax collections. The transient occupancy tax receipts totaled \$16.0 million, well below the budgeted estimate of \$23.0 million. This category experienced the most immediate and largest drop from COVID-19, with a precipitous drop in both occupancy rates and room rates and some hotels closed for months. In FY 2020/21, TOT receipts are expected to fall significantly below the budgeted estimate of \$17.6 million by at least \$11.0 million. This would bring the estimate down to \$6.6 million in FY 2020/21, which is almost 75% below regular activity levels. Budget actions will be brought forward separately to address this lower collection level. Documentary transfer tax receipts of \$1.3 million were \$0.35 million below the budgeted estimate of \$1.67 million, reflecting a drop in the number of property transfers recorded. This decrease was partially offset by franchise taxes which came in \$0.1 million higher than the \$4.4 million budget.
- Licenses and Permits receipts totaled \$9.8 million, which was \$0.3 million above budgeted estimates due to higher building, plumbing, and mechanical permit revenues. These additional revenues, along with development staff expenditure savings, must be used to support development activity and are recommended to be allocated to the Building Inspection Reserve as part of this document.
- Revenue from Other Agencies totaled \$5.9 million, which was \$0.8 million above the budgeted estimate of \$5.1 million. Collections in this category primarily reflect the \$5.0 million Santana West settlement payment for the Related project from the City of San José. Mutual aid reimbursements for services provided by the Fire Department and the City's portion of Successor Agency lease revenues, collected on behalf of the County of Santa Clara and distributed to the various taxing entities, are also included in this category.
- The Other Fees for Services category encompasses various fees collected for plan check and zoning, engineering, fire prevention, as well as recreational activities. In FY 2019/20, revenue in this category totaled \$41.5 million, or \$0.8 million above the final budget. This higher collection level can be attributed to plan check and sign fees and plan and zoning fees that were \$2.8 million higher than their budgeted estimates. The development-related fees that support the Building Program in excess of the budget will be set aside in the Building Inspection Reserve. Fire prevention fees also came in \$0.6 million above budget. The higher collection levels were partially offset by the significant decreases in the Parks and Recreation fees, which came in \$2.0 million below the budgeted estimate of \$3.3 million. This is a result of COVID-19 safety precautions, restricting or prohibiting various recreational activities.
- Interest earnings ended the year \$1.2 million higher than budget due to higher interest accumulated through the Pension Trust Fund of \$1.7 million. These interest earnings are required to be added to Pension Stabilization Reserve.
- Rent collections came in at the budgeted estimate, totaling approximately \$9.3 million through

June 30, 2020. The final budget in this category included a \$2.7 million downward adjustment related to the Stadium rent revenue due to the significantly lower number of Non-NFL events. This adjustment was approved during the year as part of the FY 2018/19 Budgetary Year-End Report.

- Per the City's charter, SVP pays 5% of their gross cash revenues to the General Fund in payment for services rendered. Based on SVP's actual cash revenue collections through June 30, 2020, the City's General Fund received \$22.7 million, which was 6.6% above the FY 2018/19 receipts, but below the budget of \$24.3 million. As reported in the Monthly Financial Reports, collections in this category were expected to fall below the budgeted estimate based on the FY 2018/19 actual performance and projected activity.

General Fund Expenditures

General Fund expenditures and transfers ended the year below the budgeted estimate. Overall, departments ended the fiscal year within their final budget, resulting in \$14.8 million in expenditure savings. However, it should be noted that of the \$14.8 million in savings, approximately \$4.1 million is recommended to be carried over to support a loan agreement for the construction of affordable housing that is now anticipated to be completed in fiscal year 2020/21 and \$100,000 is recommended to be carried over to support the Worker Cooperative Program, resulting in net savings of \$10.6 million.

In response to the economic environment stemming from impacts of the COVID-19 pandemic, the City implemented various cost savings strategies at the end of March 2020. These actions included a hiring freeze in addition to more controls across overtime, as-needed staffing, marketing, travel, and technology and vehicle purchases.

The detailed comparison of budget to actual expenditures are shown in Tables 2 and 3, with Table 2 showing the expenditures by department and Table 3 showing expenditures by category (e.g., salaries and materials, services and supplies).

In evaluating the expenditures by department (Table 2), all departments remained within their General Fund budgets with the largest savings in the Non-Departmental, Parks and Recreation, Community Development, and the City Manager's Office/Departments. A portion of the savings in the Non-Departmental (\$4.1 million) and City Manager's Office (\$100,000) is recommended to be carried over to FY 2020/21 to complete projects as described in Attachment 2 of this memorandum. The savings in the Parks and Recreation and Library Department reflect reduced operations associated with COVID-19 implemented at the end of the fiscal year.

**Table 2 - FY 2019/20 General Fund Expenditures and Transfers Out
Final Budget vs. Actual by Department**

Function	FISCAL YEAR 2019/20				
	Adopted Budget	Final Budget	Total Expenditures	Variance Favorable/ (Unfavorable)	Percent Variance
General Government					
Mayor and City Council Offices	\$ 894,953	\$ 894,953	\$ 878,994	\$ 15,959	1.78%
City Attorney's Office	2,260,512	2,282,512	2,155,538	126,974	5.56%
City Clerk's Office	1,389,880	1,736,750	1,428,700	308,050	17.74%
City Manager's Office	6,554,276	7,072,399	6,076,226	996,172	14.09%
Finance	15,719,734	15,932,734	15,002,297	930,437	5.84%
Human Resources	4,409,195	4,309,195	3,879,414	429,781	9.97%
Total General Government	31,228,550	32,228,543	29,421,170	2,807,373	8.71%
Public Works	23,579,460	23,390,876	23,223,613	167,263	0.72%
Community Development	14,186,780	15,378,003	13,669,821	1,708,183	11.11%
Parks and Recreation	22,401,233	21,751,233	19,980,202	1,771,032	8.14%
Public Safety					
Fire	52,783,063	55,471,064	55,066,518	404,547	0.73%
Police	73,397,279	73,801,538	73,470,896	330,642	0.45%
Total Public Safety	126,180,342	129,272,602	128,537,413	735,189	0.57%
Library	11,310,791	11,010,791	10,315,669	695,122	6.31%
Non-Departmental	18,509,098	17,636,488	10,746,157	6,890,331	39.07%
Subtotal Expenditures	247,396,254	250,668,537	235,894,044	14,774,493	5.89%
Transfers Out	15,501,656	28,653,335	28,653,335	-	0.00%
Total Uses of Funds	\$ 262,897,910	\$ 279,321,872	\$ 264,547,379	\$ 14,774,493	5.29%

When evaluating the expenditures by category as shown in Table 3, the categories that generated the largest savings included Materials, Services and Supplies (\$6.2 million) and Capital Outlay (\$4.4 million). These categories include the \$4.2 million in savings that are recommended to be carried over to FY 2020/21; and after taking that carryover into consideration, the net savings total \$6.4 million.

Salary and wages expenditures (full-time and as-needed) were \$5.6 million below the budget, while overtime expenditures exceeded the budget by \$0.4 million. Other salary expenses, including holiday pay, board member stipends, and separation payouts were \$4.8 million over the budget. Through June 30, 2020, separation payouts in the General Fund totaled approximately \$3.9 million, which was a substantial increase over FY 2018/19 which totaled \$1.7 million and well above the \$1.8 million budgeted for separation payouts. Benefits savings totaled \$4.0 million, and when combined with the salary savings of \$0.3 million, personnel savings totaled \$4.3 million.

**Table 3 - FY 2019/20 General Fund Expenditures and Transfers Out
Final Budget vs. Actual by Category**

Category	FISCAL YEAR 2019/20				
	Adopted Budget	Final Budget	Total Expenditures	Variance Favorable/ (Unfavorable)	Percent Variance
Salaries					
Salary and Wages - Regular	\$ 107,191,953	\$ 107,475,600	\$ 101,651,495	\$ 5,824,105	5.42%
Salary and Wages - As Needed	6,985,845	6,585,845	6,854,825	(268,980)	(4.08%)
Overtime	6,593,484	8,593,484	9,020,689	(427,205)	(4.97%)
Other	3,304,791	1,504,791	6,296,970	(4,792,179)	(318.46%)
Subtotal Salaries	124,076,073	124,159,720	123,823,979	335,740	0.27%
Benefits					
Retirement - Safety	27,467,212	27,467,212	27,099,073	368,139	1.34%
Retirement - Miscellaneous	17,646,399	17,646,399	16,123,019	1,523,380	8.63%
Health	9,202,509	9,202,509	8,188,622	1,013,887	11.02%
Social Security	3,336,362	3,336,362	3,109,960	226,402	6.79%
Retiree Healthcare	2,542,694	2,542,694	2,549,803	(7,109)	(0.28%)
Other Benefits	5,388,713	5,388,713	4,553,641	835,072	15.50%
Subtotal Benefits	65,583,889	65,583,889	61,624,119	3,959,770	6.04%
Materials, Services and Supplies	30,882,795	33,871,431	27,674,553	6,196,878	18.30%
Interfund Services	22,240,059	22,240,059	22,364,642	(124,583)	(0.56%)
Capital Outlay	4,613,438	4,813,438	406,751	4,406,687	91.55%
Transfers Out	15,501,656	28,653,335	28,653,335	-	0.00%
Total Uses of Funds	\$ 262,897,910	\$ 279,321,872	\$ 264,547,379	\$ 14,774,493	5.29%

General Fund Budget Adjustments

As detailed in Attachment 2, a series of General Fund budget adjustments are recommended to:

- reconcile the fund balance and reserves to the FY 2019/20 ending fund balances;
- reconcile the development fee programs to allocate excess revenues and expenditure savings to the dedicated reserves (\$5.1 million);
- adjust the Capital Projects Reserve to account for the return of FY 2019/20 savings from capital funds for projects initially funded by the General Fund (\$3.5 million);
- carryover funding and associated revenue of \$4.1 million to support a loan agreement for the construction of affordable housing and carryover funding of \$100,000 to support the Worker Cooperative Program; and
- other minor adjustments.

The recommended budget adjustments to close out FY 2019/20 will necessitate the use of \$3.6 million of the Budget Stabilization Reserve as detailed in Table 4 below, a significant improvement from the original projection of \$10 million. The decrease to the Budget Stabilization Reserve will be entirely offset by the recognition of additional funding sources of \$3.8 million from the closeout of old special assessment districts approved by the City Council on October 13, 2020. These actions will result in a net addition to the Budget Stabilization Reserve of \$0.2 million.

Table 4 - Impact of FY 2019/20 General Fund Year-End Performance on the Ending Fund Balance/Budget Stabilization Reserve (BSR)

Recommended Adjustments	Unrestricted Ending Fund Balance/BSR Impact
<i>Required Adjustments</i>	
Fund Balance Reconciliation (adjusts for FY 2019/20 year-end revenues and expenditures)	\$2.1 M
Building Inspection Reserve Reconciliation (allocates excess development revenues and expenditure savings to the reserve)	(\$4.8 M)
Advanced Planning Fee Reserve Reconciliation (allocates excess development revenues and expenditure savings to the reserve)	(\$0.3 M)
BSR Reconciliation to FY 2020/21 beginning estimate/Other (reconciles the BSR to the estimate assumed in the Adopted Budget and other minor adjustments)	(\$0.6 M)
Impact of Required Adjustments on Fund Balance/BSR	(\$3.6 M)
Contribution to BSR from Assessment Districts Closeout	\$3.8 M
Net Impact on Budget Stabilization Reserve	\$0.2 M

Capital Projects, Grants, Donations and Other Carryover Reconciliation

Estimates were used to carryover unspent Capital Improvement Program (CIP) funds from FY 2019/20 to FY 2020/21 during the FY 2020/21 and FY 2021/22 adopted budget process. Attachment 2 includes the reconciliation of those project carryover true-up amounts based on actual year-end activity totaling \$7.8 million. When combined with the capital project carryovers included in the FY 2020/21 budget adopted in June 2020, the capital project carryovers to FY 2020/21 total \$197.7 million.

In addition to the year-end true-up amounts for capital projects, the appropriation carryover of donations and reimbursements of \$1.4 million, grants of \$2.0 million, and other unspent expenditures that are neither donations nor grants of \$23.5 million are also included in Attachment 2.

Other Funds

Attachment 3 - Summary of Other Funds Performance summarizes budget to actual performance for the City's Special Revenue Funds, Internal Service Funds, and Enterprise Funds. By default, year-end savings in the other funds revert to fund balances or are re-appropriated to the next year's budget through the recommended carryover of expenditures. Any recommended FY 2020/21 budget adjustments are included in Attachment 2 and a summary of the fund balance reconciliations is included in Attachment 4. Following are highlights of the FY 2019/20 performance of other City funds.

Special Revenue Funds

Special Revenue Funds are established to account for specific revenue sources that are legally restricted or committed to particular purposes. Following is a discussion of select Special Revenue Funds.

City Affordable Housing Fund

This fund accounts for the City's Below-Market Price Purchase (BMP) Program to assist low- and moderate-income families achieve the goal of homeownership, and promotes and facilitates the construction and retention of affordable housing. Revenues in this fund are received from developer in-lieu fees, equity share, principal and interest repayments on housing loans, and interest income on pooled investments.

Revenues received from developer in-lieu fees and principal repayments on housing loans were \$320,000 lower than anticipated, reflecting a slower year for note repayments and delay on the completion of housing projects, respectively. However, overall revenues of \$768,600 slightly exceeded budget of \$696,700 as a result of a BMP homeowner selling a unit at fair-market price and the City received \$243,000 as part of its share of the increase in equity in the home.

Expenditures ended the year below the budget of \$9.2 million by approximately \$7.6 million. Of that unexpended amount, \$6.0 million reflects a developer loan commitment that was carried over to FY 2019/20 but not disbursed due to the timing of project. Those funds are recommended to be carried over and anticipated to be disbursed in FY 2020/21. Remaining unspent funds of \$1.6 million are savings from contractual services and special program disbursements resulting from the low number of BMP homeownership. Of the \$1.7 million, staff recommends the carry-over of \$800,000 for the Emergency Rental Assistance Program (ERAP) to assist low-income households that were affected by the COVID-19 pandemic with rent payments.

Housing and Urban Development Fund

This fund accounts for entitlement funding that the City receives annually from the U.S. Department of Housing and Urban Development (HUD) to administer and provide oversight of the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) programs. Expenditures ended the year below budget by \$2.1 million, reflecting the timing of grant expenditures which were re-appropriated to be spent in FY 2020/21 as part of the Annual Action Plan. The unspent appropriations are primarily attributed to funds that were set aside for a Multi-Family Rental Rehabilitation program and for specific activities to be undertaken by a special type of nonprofit called a Community Housing Development Organization (CHDO). Since the City did not receive projects that were eligible to use funds from the Multi-Family Rental Rehabilitation program, those funds were reprogrammed for the Tenant Based Rental Assistance Program in FY 2020/21. In regard to funds that were programmed for CHDO, the City has been unable to award funds for a CHDO project due to the complexity for organizations to become a CHDO. These funds are re-appropriated at the beginning of each fiscal year but remain challenging to spend.

Housing Successor Agency Fund

This fund was established as Housing Successor to the former Redevelopment Agency (RDA) to retain all housing assets, rights, power, duties, obligations and functions previously performed by the RDA in administering its Low- and Moderate-Income Housing Fund. The primary revenue sources are from principal and interest repayments on housing loans and interest on pooled investments. Overall revenues of \$1.3 million were below the budgeted estimate of \$12.0 million as a result of the delayed closing of an affordable housing project in which the City will receive \$11.65 million in land sale proceeds. This amount is recommended to be carried over into FY 2020/21. However, revenues in the Other Revenue and Interest categories exceeded the budget by approximately \$1.0 million, reflecting a higher volume of loan repayment amounts and higher than anticipated interest on housing loans and pooled investments.

Expenditures of \$0.5 million ended the year well below the budget of \$17.6 million, primarily due to lower than anticipated loan disbursements. Budget actions are recommended to carryover funding of \$16.65 million for two developer loans that will support multiple affordable housing projects.

Other City Departments Operating Grant Trust Fund

This fund accounts for various, citywide donations received by the City. During FY 2019/20, a central allocation was created in this fund to account for all revenue and expenditures related to COVID-19. The final budget for both revenue and expenditures for COVID-19 related items was \$4.1 million. On the revenue side, of the \$4.1 million budget, approximately \$0.6 million was budgeted for estimated FEMA reimbursements and \$0.1 million was projected donations. The remaining \$3.4 million was a reallocation from projected General Fund departmental savings. Due to a delay in the receipt of FEMA reimbursements, revenue ended the year below budget by \$0.6 million, resulting in a negative fund balance of \$0.6 million. The revenue estimate for these reimbursements is recommended to be carried over, as the City still anticipates receiving this funding in FY 2020/21. Expenditures slightly exceeded the budget by \$27,531 and a ratification action is recommended to transfer funding from the General Fund to cover this overage.

Road Maintenance and Rehabilitation (SB1) Fund

This fund accounts for transportation taxes allocated to cities through the Road Maintenance and Rehabilitation Account (SB1) to enhance highway, transit and local roads including facilities for bicycles and pedestrians throughout the State of California. Funding for SB1 comes from gas tax and vehicle fees collected and disbursed by the State. Most funding eligible for operations and maintenance pay for day-to-day operations of filling potholes, operating traffic signals, repairing equipment and structures as well as responding to emergencies. The expenditures in this fund reflect the transfers from this fund to various eligible projects under the Transportation Capital Improvement Program. FY 2019/20 revenues of \$2.1 million came in slightly above the budgeted estimate of \$2.05 million and transfers of \$2.4 million to support CIP projects occurred as budgeted. The FY 2019/20 ending fund balance totaled only \$0.05 million which was in line with FY 2019/20 budget. However, this ending balance, which is used as the starting point for the next fiscal year, was below the estimate used to develop the FY 2020/21 budget because there was an FY2019/20 expenditure change that that occurred after that estimate were developed. There is sufficient ending fund balance in FY 2020/21 to offset this lower starting point.

Internal Service Funds

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. Following is a discussion of select Internal Service Funds.

Fleet Operations Fund

The Fleet Operations Fund actual expenditures of \$4.8 million were slightly below the budget of \$5.1 million. This reflects savings from a vacant position for half of the year and from lower supplies and fuel consumption because of reduced activity as a result of COVID-19 limitations.

Special Liability Insurance Fund

This fund provides for the payment of insurance premiums on all City owned property as well as property in the City's care, custody or control, and property the City is contractually obligated to

insure. The fund is also used to pay for insurance premiums for other lines of coverage, for litigation expenses, the City's insurance deductible, and settlements or jury verdicts in litigation matters. The primary source of revenue for this fund is fees charged to citywide departments and contributions from City funds. At the beginning of FY 2019/20, the City Council approved a General Fund transfer of \$6.5 million to the Reserve for Claims to provide anticipated financial resources to cover settlements. Of that amount, \$3.5 million was used for a settlement payout. Overall revenues and expenditures at year-end were within budget.

Workers' Compensation Fund

This fund accounts for the costs of premiums, claims administration and claims expenses related to injuries or illnesses sustained by members of the City's workforce. The source of revenue for this fund is fees charged to departments citywide. At the end of FY 2019/20, expenditures of \$5.0 million exceeded budgeted levels in the Workers' Compensation by approximately \$225,000 due to higher than budgeted claims expenditures. A recommended budget adjustment is included to correct the overage using available fund balance.

Vehicle Replacement Fund

The Vehicle Replacement Fund accounts for the lifecycle replacement, procurement, up fit and disposal of all vehicles used by City departments. The source of revenue for this fund is fees charged to the departments requiring these services. Revenue ended the year slightly above the budgeted estimate of \$3.4 million as a result of higher revenue received from the sale of property through auction sales. The Water Utility Fund also made a transfer of \$365,000 to true up costs related to prior year purchases for the Water and Sewer Utilities Department above the original budgeted allocation amount for its fleet purchases. Expenditures of \$2.6 million were below the budgeted appropriations by approximately \$1.3 million. Vehicles/equipment purchases, and replacements slowed down due to the vacancy of the Fleet Manager position for half a year and also due to reduced services for a third of the year as a result of COVID-19 closures. There is \$2.6 million of vehicle/equipment costs that are encumbered and will be spent in FY 2020/21.

Enterprise Funds

Enterprise funds are used to finance and account for operations and activities performed by designated departments in the City or through third party agreements. The operating revenues and expenses result from providing services and producing and delivering goods in connection with an enterprise fund's principal ongoing operations. 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 maintenance of capital assets. Following is a discussion of select Enterprise Funds.

Cemetery Fund

The Cemetery Fund accounts for the operation of the City's two cemeteries. This fund receives the majority of its revenues from interment related service charges at Mission City Memorial Park. In FY 2019/20, revenues totaled \$466,000 and were \$179,000 below the budgeted estimate of \$645,000 due to lower service charges. This lower collection level was partly the result of COVID-19 closures. FY 2019/20 operating costs of \$1.2 million were \$212,000 below the budget due to lower materials costs and no capital outlay. Operating costs have tracked consistently higher than revenues due to the ongoing maintenance required at the properties. As a result, this fund requires an annual General Fund subsidy. In FY 2019/20, transfers from other funds totaled \$735,000, including \$703,000 from

the General Fund.

Convention Center Enterprise Fund

The Convention Center Enterprise Fund accounts for the operations of the City's Convention Center through third-party agreements. During FY 2019/20, the City transitioned to a new concessions vendor for the Convention Center. The FY 2019/20 final budget reflects the operating budget of the new concessions vendor, the operations management vendor, as well as the City. As of June 30, 2020, revenues of \$14.3 million came in approximately \$10 million below the budgeted estimate of \$24.2 million, while expenditures of \$15.3 million ended the year \$8.1 million below the budget of \$23.4 million. The performance on both the revenue and expenditure side can be attributed to the Shelter-in-Place order issued by the County of Santa Clara in response to the COVID-19 pandemic. The FY 2019/20 unrestricted ending fund balance and operating surplus remained positive at \$2.5 million, which was below the budgeted level of \$4.2 million but above the estimate used to develop the FY 2020/21 budget.

Electric Utility Fund

The Electric Utility Fund accounts for the operation of the City's electric utility service. This fund receives majority of its revenues from user service charges collected from residential, business, and industrial customers.

In FY 2019/20, total revenues of \$465.1 million were below the budget of \$482.5 million by \$17.4 million, primarily as a result of lower than estimated Customer Service Charges. Customer Service Charges totaled \$430.7 million, reflecting an increase of 0.5% from the \$428.5 million received in FY 2018/19; this revenue level was \$18.3 million below the budgeted estimate of \$449.0 million that would have required year-over-year growth of 4.8%. Electricity consumption for the twelve-month period was lower than planned due to a combination of weather impacts, developer project delays, customers downsizing, and customers' fuel cell uses. When compared to the prior year, total revenues of \$465.1 million were up \$19.7 million from the \$445.4 million received in FY 2018/19 due primarily to an accounting change (\$15.3 million) and new renewable energy credits (\$4.3 million). For the accounting change, FY 2019/20 was the first year of recording wholesale energy sales transactions as revenue instead of a credit netted against the wholesale resources purchases expense. Wholesale revenues totaled \$15.3 million.

Expenditures and transfers of \$449.3 million were \$40.8 million below the budget of \$490.1 million. The largest expenditure savings were generated in the Resource/Production (\$29.9 million) and Materials/Services/Supplies (\$6.9 million) categories. Power generation costs were below budget due to lower than expected consumption and there were savings due to the maintenance shutdown of Donald Von Raesfeld (DVR) Power Plant.

The total unrestricted fund balance ended the year at \$50.0 million, which was \$25.3 million higher than estimated, resulting from expenditure savings that were partially offset by lower revenues and changes to reserves.

Sewer Utility Fund

The Sewer Utility Fund accounts for the maintenance of the City's sewer lines and related facilities. These services are provided on a user charge basis to residences and businesses, which is the primary source of revenue for this fund.

Revenue receipts totaled \$42.0 million, which was \$2.2 million under the revenue estimate of \$44.2 million. Actual expenditures and transfers to other funds totaled \$33.3 million, ending the year \$1.1 million below the final budget of \$34.4 million. This is primarily due to vacancy savings.

The unrestricted ending fund balance and reserves totaled \$25.4 million, down \$1.1 million from the budgeted estimate.

Solid Waste Fund

The Solid Waste Fund accounts for the operations of the City's solid waste collection and disposal system. This fund receives the majority of its revenues from user service charges and other fees for street sweeping, household hazardous waste, and Clean-Up Campaign services. Total revenue ended the year \$1.4 million lower than the budgeted estimate of \$28.0 million. This is attributable to lower collections in the Other Fees for Services category. Total operating expenses of \$24.4 million were below the budget by \$3.8 million due to reduced services and lower materials, supplies and services costs. Approximately one-half of this savings can be attributed to the delay in the City's Clean-Up Campaign program to August 2020 due to COVID-19 limitations. The related program costs of approximately \$1.9 million were carried over into the next fiscal year to deliver this program.

Water Recycling Fund

The Water Recycling Fund accounts for the ongoing maintenance and operations of the City's wastewater reclamation system. These services are provided on a user charge basis from the sale of non-potable water for irrigation and landscaping. Through the end of FY 2019/20, actual revenues totaled \$6.4 million, \$0.3 million below the budgeted estimate of \$6.8 million. Actual expenditures ended the year at \$5.6 million, or \$0.8 million under budget.

Water Utility Fund

The Water Utility Fund accounts for the operation of the City's water utility services. These services are provided on a user charge basis to residences and businesses, which is its primary source of revenue.

As of June 30, 2020, actual revenue totaled \$52.0 million, coming under the budgeted estimate of \$53.4 million. Actual expenditures were also lower than anticipated at \$57.4 million, compared to the budget of \$59.8 million. The expenditure savings is primarily due to vacancy savings and operating supplies and contractual services savings.

Required FY 2019/20 Budget Ratifications

Based on the City Charter, the legal appropriation control is designated at the department or office level within a fund. In certain Internal Service and Special Revenue Funds, appropriations are allocated by function rather than departments or offices. In these funds, the appropriation control is at the fund level. Below the appropriation level are expenditure categories and line items. In many cases, actual expenditures may exceed the categories or line items within a department; however, savings from other categories and line items within the same department and fund may offset these overages (for example, savings due to staff vacancies may be offset by an increase in contractual services).

Attachment 1 - FY 2019/20 Budget Amendments includes a list of appropriations that exceeded the appropriation control authority and are recommended to be adjusted in order to meet the legal

appropriation control limit. There were ratifications in nine funds totaling \$2.2 million. These overages were offset by available fund balance and revenues in all funds except the Other City Departments Operating Grant Trust Fund that required a transfer from the General Fund of \$27,531 as discussed above.

Retirement Liability

As summarized in Table 5, for this fiscal year, a total of \$1.3 million contribution to the pension trust fund is budgeted to address the unfunded liability. In total, reserve levels are projected at \$29.8 million, or approximately 5.4% of the City's net pension liability amount, based on the figures to be reported in the Consolidated Annual Financial Report GASB 68 Report. Historically, the General Fund contribution for the Pension Stabilization Reserve occurred through surplus funds available at the end of the year. Because no additional funds are available, a General Fund contribution to the reserve is not recommended at this time. Additional funds may be available in the future to allow for contributions to the reserve and/or planned for as part of the General Fund Forecast, if capacity allows.

Table 5 - Summary of Unfunded Retirement Liability and Pension Stabilization Reserve

Fund	Pension Stabilization Reserve Balance as of June 30, 2020	FY 2020/21 Amended Budget	Estimated Pension Stabilization Reserve for June 30, 2021	New Projected Unfunded Liability	Projected Pension Stabilization Reserve Percent of Unfunded Liability
General Fund	\$ 21,597,338	\$ -	\$ 21,597,338	\$ 430,492,342	5.0%
Electric	5,165,892	927,353	6,093,245	92,007,139	6.6%
Water	1,073,100	199,419	1,272,519	17,598,394	7.2%
Sewer	421,220	78,230	499,450	8,770,720	5.7%
Solid Waste	230,902	42,960	273,862	4,299,933	6.4%
Water Recycling	52,808	9,812	62,620	1,537,724	4.1%
Total	\$ 28,541,260	\$ 1,257,774	\$ 29,799,034	\$ 554,706,252	5.4%

Status of Selected Reserves

As shown in Table 6 below, there is an overall decrease in the City's selected reserves in FY 2020/21. This is primarily attributable to the use of both the General Fund's Budget Stabilization Reserve and Capital Projects Reserve as part of the FY 2020/21 budget adopted in June 2020.

The recommended actions in the Year-End Report adjust various reserves as part of the FY 2019/20 year-end reconciliation. For the Budget Stabilization Reserve, the net increase of \$0.2 million reflects the use of \$3.6 million to close out FY 2019/20, which is entirely offset by the recognition of additional funding sources of \$3.8 million from the closeout of old special assessment districts approved by the City Council on October 13, 2020.

Table 6 - Summary of Selected Reserves

Selected Reserve	2020/21 Adopted		2020/21 Revised		2020/21 Year-End		2020/21 Revised Ending Fund Balance
	Estimated July 1, 2020 Beginning Balance	Contribution / (Use) of Reserves	Reserve Balance		Recommended Contribution / (Use) of Reserves		
General Fund - Budget Stabilization (BSR)	\$ 80.4	\$ (22.7)	\$ 57.7		\$ 0.2		\$ 57.9
General Fund - Capital Projects (CPR)	28.1	(26.2)	1.9		3.5		5.4
General Fund - Land Sale Reserve	23.2	0.7	23.9		(0.2)		23.7
General Fund - Building Inspection (BIR)	13.2	(0.9)	12.3		5.7		18.0
Pension Trust Reserve (All Funds)	26.3	0.5	26.8		2.9		29.7
Utility Fund Rate Stabilization/O&M*	23.3	-	23.3		(1.4)		21.9
Electric Fund Rate Stabilization/O&M	157.7	-	157.7		(2.1)		155.6
Total	\$ 352.2	\$ (48.6)	\$ 303.6		\$ 8.6		\$ 312.2

*Includes Sewer, Solid Waste, Water and Water Recycling

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

The fiscal impact of each fund’s results is discussed in detail in the body of this report and attachments. This report includes detailed descriptions of recommended budget amendments (Attachment 1 and 2); summary of year-end performance for the General Fund, Special Revenue Funds, Internal Service Funds, and Enterprise Funds as described in the body of this report (see Attachment 3 tables for other funds details); and a summary of beginning and ending fund balance adjustments for each fund due to actual results (Attachment 4). Approval of Budget Amendments included in Attachment 1 and 2 is recommended in this report.

COORDINATION

This report was coordinated with the City Attorney’s Office.

PUBLIC CONTACT

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

RECOMMENDATION

1. Note and file the FY 2019/20 Budget Year-End Report;

2. Approve the FY 2019/20 Budget Amendments to address necessary budget ratifications as set forth in Attachment 1 of the Budget Year-End Report (five affirmative Council votes required for revenue actions only); and
3. Approve the FY 2020/21 Budget Amendments as set forth in Attachment 2 of this report (five affirmative Council votes required for revenue actions only).

Reviewed by: Kenn Lee, Director of Finance

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. FY 2019/20 Budget Amendments
2. FY 2020/21 Budget Amendments
3. Summary of Other Funds Performance
4. Summary of Fund Balance Adjustments

FY 2019/20 Budget Amendments

General Fund (001)

Item	Source of Funds	Use of Funds	Explanation
Transfer to the Other City Departments Operating Grant Trust Fund		27,531	Increases the transfer to the Other City Departments Operating Grant Trust Fund to offset the FY 2019/20 expenditure overage in that fund.
Budget Stabilization Reserve		(27,531)	Decreases ending Budget Stabilization Reserve to offset the action recommended above. This reduction to the reserve was included in the FY 2019/20 year-end analysis for the General Fund.
	-	-	

Convention Center Maintenance District Fund (026)

Item	Source of Funds	Use of Funds	Explanation
Maintenance and Operations Expenses		46,337	Increases funding for the maintenance of the Santa Clara Convention Center Maintenance District to correct the exceeded appropriation. This overage was a result of higher expenditures for deferred painting work in the complex and for purchase order encumbrances that were intended to be liquidated. These encumbrances, totaling \$36,493, will now be liquidated in FY 2020/21.
Interest Earnings	7,825		This action recognizes interest earnings to partially offset the expenditure overage in FY 2019/20.
Ending Fund Balance		(38,512)	Decreases ending fund balance to offset the action recommended above.
	7,825	7,825	

Electric Capital Fund (591)

Item	Source of Funds	Use of Funds	Explanation
Mitsubishi Steam Turbine Major Overhaul		48,440	Increases funding in the Mitsubishi Steam Turbine Major Overhaul project to correct the exceeded appropriation. This project was completed in FY 2019/20. The overage was a result of unanticipated overtime labor charges incurred.
Ending Fund Balance		(48,440)	This change to the Ending Fund Balance offsets the recommended actions above.
	-	-	

Endowment Care Fund (077)

Item	Source of Funds	Use of Funds	Explanation
Transfer to Cemetery Fund		10,820	Increases the budget for the transfer to the Cemetery Operating Fund. The interest earnings in the Endowment Care Fund are transferred to the Cemetery Fund. Because interest earnings exceeded the budget, the transfer to the Cemetery Operating Fund also exceeded the budget. This action accounts for the additional transfer of interest earnings.
Interest Earnings	10,820		This action recognizes the additional interest earnings in the Endowment Care Fund to offset the action recommended
	10,820	10,820	

FY 2019/20 Budget Amendments

Expendable Trust Fund (079)

Item	Source of Funds	Use of Funds	Explanation
City Manager's Office	1,784,706	1,784,706	This action adjusts the budget to reflect actual revenue and expenses at year-end. The higher reimbursement revenues and expenses account for City support of the Related project.
Information Technology	4,340	4,340	This action adjusts the budget to reflect actual revenue and expenses at year-end. The higher reimbursement revenues and expenses account for the Information Technology support for the Silicon Valley Animal Control Authority.
Public Works	17,146	17,146	This action adjusts the budget to reflect actual revenue and expenses at year-end. The higher reimbursement revenues and expenses account for the Public Works support for the Silicon Valley Animal Control Authority.
	1,806,192	1,806,192	

Other City Departments Operating Grant Trust Fund (101)

Item	Source of Funds	Use of Funds	Explanation
Transfer From the General Fund	27,531		Increases the transfer from the General Fund to cover COVID-19 related expenditures that were overspent.
Non-Departmental - COVID-19		27,531	Increases funding for COVID-19 expenditures to cover the overspent appropriation. Departmental expenditures were slightly higher than anticipated and reflected the level of support for COVID-19 activities.
	27,531	27,531	

Perpetual Care Fund (076)

Item	Source of Funds	Use of Funds	Explanation
Transfer Out to Cemetery Fund		219	Increases the budget for the transfer to the Cemetery Operating Fund. The interest earnings in the Perpetual Care Fund are transferred to the Cemetery Fund. Because interest earnings exceeded the budget, the transfer to the Cemetery Operating Fund also exceeded the budget. This action accounts for the additional transfer of interest earnings.
Interest Earnings	219		This action recognizes the additional interest earnings in the Perpetual Care Fund to offset the action recommended above.
	219	219	

Streets and Highways Capital Fund (533)

Item	Source of Funds	Use of Funds	Explanation
Travel Demand Model Update Project		16,700	This action increases funding in the Travel Demand Model Update project to correct the exceeded appropriation. This overage was a result of a payment made to the Santa Clara Valley Transportation Authority for the license fee for the Travel Demand Model sharing that was expected to occur in FY 2020/21.
Ending Fund Balance		(16,700)	Decreases ending fund balance to offset the action recommended above.
	-	-	

FY 2019/20 Budget Amendments

Solid Waste Capital Fund (596)

Item	Source of Funds	Use of Funds	Explanation
Sanitary Landfill Development - Post Closure		16,762	This action increases the project budget to offset the exceeded appropriation at year-end. There were unanticipated costs incurred towards the end of the fiscal year, including work on the landfill site that was necessary before turning the grade responsibility over to Related Santa Clara as well as non-routine/emergency compliance services that resulted in overspending of \$16,762.
Ending Fund Balance		(16,762)	This change to the Ending Fund Balance offsets the recommended actions above.
	-	-	

Workers' Compensation Fund (081)

Item	Source of Funds	Use of Funds	Explanation
Materials/Services/Supplies		225,347	This action increases the budget to address actual expenses at year-end that exceeded the budget. The overage was due to higher than budgeted claims expenses.
Ending Fund Balance		(225,347)	This change to the Ending Fund Balance offsets the recommended actions above.
	-	-	

FY2020/21 Budget Amendments General Fund

General Fund (001)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Unrestricted	2,118,929		This action increases the Unrestricted Beginning Fund Balance from \$209,450 to \$2,328,379 as a result of FY 2019/20 year-end actuals reconciliation.
Budget Stabilization Reserve - Beginning Fund Balance Reconciliation	(429,672)		This action decreases the Budget Stabilization Reserve Beginning Fund Balance as a result of the FY 2019/20 year-end actuals reconciliation.
Capital Projects Reserve - Beginning Fund Balance/Ending Fund Balance Reconciliation	907,841	907,841	This action increases the Capital Projects Reserve Beginning and Ending Fund Balances as a result of the FY 2019/20 year-end actuals reconciliation.
Building Inspection Reserve	947,123	947,123	This action increases the Building Inspection Reserve Beginning and Ending Fund Balances as a result of the FY 2019/20 year-end actuals reconciliation.
Advanced Planning Fee Reserve	(304,713)	(304,713)	This action decreases the Advanced Planning Fee Reserve Beginning and Ending Fund Balances as a result of the FY 2019/20 year-end actuals reconciliation.
Technology Fee Reserve	486,642	486,642	This action increases the Technology Fee Reserve Beginning and Ending Fund Balances as a result of the FY 2019/20 year-end actuals reconciliation.
Land Sale Reserve	(402,231)	(402,231)	This action decreases the Land Sale Reserve Beginning and Ending Fund Balances as a result of the FY 2019/20 year-end actuals reconciliation.
Land Sale Reserve		164,606	This action allocates land sale proceeds received in FY 2019/20 for the Benton and El Camino Real right-of-way to the Land Sale Reserve.

FY2020/21 Budget Amendments General Fund

General Fund (001)

Item	Source of Funds	Use of Funds	Explanation
Pension Stabilization Reserve	1,715,834	1,715,834	This action increases the Pension Stabilization Reserve Beginning and Ending Fund Balances as a result of the FY 2019/20 year-end actuals reconciliation. This accounts for the interest earnings on the Pension Trust funds.
Historical Preservation Reserve	1,651	1,651	This action increases the Historic Preservation Reserve Beginning and Ending Fund Balances as a result of the FY 2019/20 year-end actuals reconciliation.
City Manager's Office		100,000	This action reflects the carryover amount of \$100,000 for the Worker Cooperative Program. As approved by the City Council on November 5, 2019, funding was allocated to the City Manager's Office operating budget to provide resources to local businesses looking to transition to the Worker Cooperative Business Model. This was referred to the City Council for approval by the Economic Development, Communications, and Marketing Committee on September 18, 2019.
Non-Departmental - Land Sale Proceeds - Materials/Services/Supplies	4,050,000	4,050,000	This action reflects the carryover amounts of \$4.05 million for land sale proceeds and \$4.05 million for a developer loan disbursement. On January 29, 2019, the City Council approved a loan agreement to support the construction of affordable projects at 1834 Worthington Circle/90 North Winchester. It is expected that the financing agreements will close in FY 2020/21.
Building Inspection Reserve		4,781,907	This action increases the Building Inspection Reserve to account for development revenues in excess of development-related expenditures in FY 2019/20.
Advanced Planning Reserve		318,784	This action increases the Advanced Planning Reserve to account for planning revenues in excess of the related expenditures in FY 2019/20.

FY2020/21 Budget Amendments General Fund

General Fund (001)

Item	Source of Funds	Use of Funds	Explanation
Transfer to the Convention Center Maintenance District Fund		(64,009)	This action decreases the transfer to the Convention Center Maintenance Fund (from \$835,358 to \$771,349) to reflect a reduction in the City's share for the Santa Clara Convention Center Complex Maintenance District per the Final Director's Report 2020-21.
Transfer From the Fire Department Capital Fund / Capital Projects Reserve	192,674	192,674	This action establishes a transfer from the Fire Capital Fund in the amount of \$192,674 and an associated increase to the General Fund Capital Project Reserve to return capital project savings for projects that were originally funded by the General Fund.
Transfers From the Library Department Capital Fund / Capital Projects Reserve	21,120	21,120	This action establishes a transfer from the Library Capital Fund in the amount of \$21,120 and an associated increase to the General Fund Capital Project Reserve to return capital project savings for projects that were originally funded by the General Fund.
Transfers From the Parks and Recreation Capital Fund / Capital Projects Reserve	627,750	627,750	This action establishes a transfer from the Parks and Recreation Capital Fund in the amount of \$627,750 and an associated increase to the General Fund Capital Project Reserve to return capital project savings for projects that were originally funded by the General Fund.
Transfers From the Public Buildings Capital Fund / Capital Projects Reserve	863,289	863,289	This action establishes a transfer from the Public Buildings Capital Fund in the amount of \$863,289 and an associated increase to the General Fund Capital Project Reserve to return capital project savings for projects that were originally funded by the General Fund.

FY2020/21 Budget Amendments General Fund

General Fund (001)

Item	Source of Funds	Use of Funds	Explanation
Transfer From the General Government Capital Fund / Capital Projects Reserve	884,901	884,901	This action establishes a transfer from the General Government Capital Fund in the amount of \$884,901 and an associated increase to the General Fund Capital Project Reserve to return capital project savings for projects that were originally funded by the General Fund.
Other Revenue - Special Assessment District Funds	2,165,212		This action recognizes revenue from unclaimed special assessment district funds. Finance staff identified 39 special assessment districts originally formed between 1958 and 1996 with remaining balances. All improvements to be financed by these districts have been completed, the City no longer levies assessments within any of these districts, and any debt secured by the assessments levied within these districts has been retired. The resolution regarding the treatment of these fund balances as unclaimed funds was approved by the City Council on October 13, 2020.
Transfer from Special Assessment District Capital Funds	1,638,014		This action recognizes revenue from unclaimed special assessment district funds. Finance staff identified 39 special assessment districts originally formed between 1958 and 1996 with remaining balances. All improvements to be financed by these districts have been completed, the City no longer levies assessments within any of these districts, and any debt secured by the assessments levied within these districts has been retired. The resolution regarding the treatment of these fund balances as unclaimed funds was approved by the City Council on October 13, 2020. This portion of the funding represents the remaining uncommitted capital project funds.
Budget Stabilization Reserve		191,195	This change to the Budget Stabilization Reserve offsets the recommended actions above.
	15,484,364	15,484,364	

FY2020/21 Budget Amendments Special Revenue Funds and Other Funds

Certified Access Specialist (CASp) Certification and Training Fund (220)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance	24,059		This action increases the Unrestricted Beginning Fund Balance from \$48,806 to \$72,865 as a result of FY 2019/20 year-end actuals reconciliation.
Reconciliation - Unrestricted			
Unrestricted Ending Fund Balance		24,059	This change to the Ending Fund Balance offsets the recommended action above.
	24,059	24,059	

City Affordable Housing Fund (165)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance	6,863,511		This action increases the Unrestricted Beginning Fund Balance from \$984,223 to \$7,847,734 as a result of FY 2019/20 year-end actuals reconciliation.
Reconciliation - Unrestricted			
Community Development - Housing - Materials/Services/Supplies		6,000,000	This action reflects the carryover of \$6.0 million for a developer loan disbursement. On February 25, 2020, the City Council approved a loan agreement to support the construction of 150 affordable housing units at 2302 Calle Del Mundo and funding for the approved loan commitment was approved in FY 2019/20. Staff anticipates that the loan will be drawn in FY 2020/21.
Community Development - Housing - Materials/Services/Supplies		800,000	This action reflects the carryover of \$800,000 for the Emergency Rental Assistance Program (ERAP) to assist low-income households with rent payments. On June 2, 2020, the City Council approved an agreement of \$1.3 million with a third party to administer the rental assistance program. The carryover amount will ensure that there is sufficient funding for the vendor to continue administering the program.
Unrestricted Ending Fund Balance		63,511	This change to the Ending Fund Balance offsets the recommended actions above.
	6,863,511	6,863,511	

FY2020/21 Budget Amendments Special Revenue Funds and Other Funds

Community Facilities District 2019-1 Lawrence Station (027)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Unrestricted	90,921		This action increases the Unrestricted Beginning Fund Balance from \$23,600 to \$114,431 as a result of FY 2019/20 year-end actuals reconciliation.
Beginning Fund Balance/Ending Fund Balance Reconciliation - Capital Reserve	(90)	(90)	This action reduces the Capital Reserve - Beginning Fund Balance (from \$23,600 to 23,510) and Ending Fund Balance (from \$48,280 to \$48,190) as a result of FY 2019/20 year-end actuals reconciliation.
Special Tax Revenues	73,852		This action increases the revenue estimate for the community facilities district (CFD) special tax levy from \$123,400 to \$197,252 to account for 239 parcels within the CFD that have been issued a building permit based on the latest CFD Tax Administration Report ("Report").
Administration and Maintenance Costs		59,082	This action increases the administration and maintenance expenditures related to the facilities district as a result of the increase in parcels that have been issued a building permit.
Capital Reserve		14,770	This action increases the Capital Reserve as a result of the increase in parcels that have been issued a building permit.
Ending Fund Balance - Unrestricted		90,921	This change to the Ending Fund Balance offsets the recommended actions above.
	164,683	164,683	

FY2020/21 Budget Amendments Special Revenue Funds and Other Funds

Convention Center Maintenance District Fund (026)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Unrestricted	(39,725)		This action decreases the Unrestricted Beginning Fund Balance from \$110,327 to \$70,602 as a result of FY 2019/20 year-end actuals reconciliation.
Other Fees for Services	(88,821)		This action decreases the special assessment from the property owners of the Santa Clara Convention Center Complex per the Final Director's Report for the Maintenance District 2020-21, from \$391,849 to \$358,060 for Hyatt Corporation and from \$623,742 to \$568,710 for the Hudson Techmart Commerce Center.
Transfer from the General Fund	(64,009)		This action decreases the City share for the Santa Clara Convention Center Complex Maintenance District per the Final Director's Report 2020-21, from \$835,358 to \$771,349.
Materials/Services/Supplies		(163,261)	This action decreases the operating and maintenance expenses for the Santa Clara Convention Center Complex Maintenance District per the Final Director's Report 2020-21 from \$1,861,380 to \$1,698,119.
Ending Fund Balance		(29,294)	This change to the Ending Fund Balance offsets the recommended actions above.
	(192,555)	(192,555)	

Downtown Parking Maintenance District Fund (025)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Unrestricted	16,274		This action increases the Unrestricted Beginning Fund Balance from \$353,559 to \$369,833 as a result of FY 2019/20 year-end actuals reconciliation.
Beginning Fund Balance /Ending Fund Balance - Reserve for Maintenance	783	783	This action increases the Reserve for Maintenance - Beginning Fund Balance (from \$275,460 to \$276,243) and Ending Fund Balance (from \$288,909 to \$289,692) as a result of FY 2019/20 year-end actuals reconciliation.
Ending Fund Balance - Unrestricted		16,274	This change to the Ending Fund Balance offsets the recommended action above.
	17,057	17,057	

FY2020/21 Budget Amendments Special Revenue Funds and Other Funds

Endowment Care Fund (077)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation	19,398		This action increases the Unrestricted Beginning Fund Balance from \$1,678,026 to \$1,697,424 as a result of FY 2019/20 year-end actuals reconciliation.
Ending Fund Balance		19,398	This change to the Ending Fund Balance offsets the recommended action above.
	19,398	19,398	

Engineering Operating Grant Trust Fund (144)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Unrestricted	(648,759)		This action decreases the Unrestricted Beginning Fund Balance from \$49,621 to (\$599,137) as a result of FY 2019/20 year-end actuals reconciliation. These are reimbursable grants.
Other Agencies Revenue	637,533		This action carries over grant revenues not yet received related to the One Bay Area Grant reimbursable grant allocation.
One Area Grant 15-16 City Match		(11,226)	This action decreases the carryover grant expenditure for the One Bay Area City match as a result of the FY 2019/20 year-end actuals reconciliation.
	(11,226)	(11,226)	

Expendable Trust Fund (079)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation	301,235		This action increases the Beginning Fund Balance from \$166,000 to \$467,235 as a result of FY 2019/20 year-end actuals reconciliation.
City Attorney's Office		32,411	This action carries over unspent donations designated to the City Attorney's Office for the Environment Enforcement Fines (\$32,411). This is a result of the FY 2019/20 year-end actuals reconciliation.

FY2020/21 Budget Amendments Special Revenue Funds and Other Funds

Expendable Trust Fund (079) (Cont'd.)

Item	Source of Funds	Use of Funds	Explanation
City Manager's Office	513,857	15,318	This action carries over reimbursements not yet received for the Related Santa Clara project and unspent donations designated to the City Manager's Office for the Caltrain Station (\$15,318). This is a result of the FY 2019/20 year-end actuals reconciliation.
Fire Department		134,909	This action carries over unspent donations designated to the Fire Department for CUPA Enforcement (\$122,138), Environment Enforcement Fees (\$8,956), and Training Classes (\$3,815). This is a result of the FY 2019/20 year-end actuals reconciliation.
Library Department		19,488	This action carries over unspent donations designated to the Library Department for CLSA Transaction Based Reimbursement (\$1,770) and the Public Library Foundation (\$17,718). This is a result of the FY 2019/20 year-end actuals reconciliation.
Police Department		598,474	This action carries over unspent donations designated to the Police Department for Bingo Enforcement Fees (\$239,512), Seized Asset Funds for local (\$41), State (\$246,117), federal (\$110,484), and Shooting Range Recycled Casings (\$2,320). This is a result of the FY 2019/20 year-end actuals reconciliation.
Public Works		14,492	This action carries over unspent donations designated to the Public Works Department for Environment Enforcement Fees (\$12,785) and Seized Asset Funds for local (\$1,617). This is a result of the FY 2019/20 year-end actuals reconciliation.
	815,092	815,092	

FY2020/21 Budget Amendments Special Revenue Funds and Other Funds

Fire Operating Grant Trust Fund (178)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation	60,986		This action increases the Beginning Fund Balance from \$0 to \$60,986 as a result of FY 2019/20 year-end actuals reconciliation.
Assistance to Firefighter FY18/19	147,764	147,764	This action carries over grant revenue not yet received and unspent funds for the Assistance to Firefighter FY 18/19 grant; this is a result of FY 2019/20 year-end actuals reconciliation.
Assistance to Firefighter FY18/19 City Match		14,776	This action carries over unspent funds for the Assistance to Firefighter FY 18/19 City Match; this is a result of FY 2019/20 year-end actuals reconciliation.
California Environmental Protection Agency Environmental Enforcement Training		26,096	This action carries over unspent funds for the California Environmental Protection Agency Environmental Training; this is a result of FY 2019/20 year-end actuals reconciliation.
Emergency Medical Services Commission	7,776	7,776	This action carries over grant revenue not yet received and unspent funds for the Emergency Medical Services Commission; this is a result of FY 2019/20 year-end actuals reconciliation.
Emergency Medical Services County Patient Care System		47,578	This action carries over unspent funds for the Emergency Medical Services County Patient Care System; this is a result of FY 2019/20 year-end actuals reconciliation.
State Homeland Security Grant Program	159,290	159,290	This action carries over grant revenue not yet received and unspent funds for the State Homeland Security Grant Program; this is a result of FY 2019/20 year-end actuals reconciliation.
Urban Search and Rescue Deployment	27,464		This action increases grant revenue in FY 2020/21 to reimburse for expenses incurred in FY 2019/20 for Urban Search and Rescue Deployment.
	403,280	403,280	

FY2020/21 Budget Amendments Special Revenue Funds and Other Funds

Gas Tax Fund (121)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation	204,093		This action increases the Beginning Fund Balance from \$69,087 to \$273,180 as a result of FY 2019/20 year-end actuals reconciliation.
Ending Fund Balance		204,093	This change to the Ending Fund Balance offsets the recommended action above.
	204,093	204,093	

Housing and Urban Development Fund (562)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Unrestricted	(574,575)		This action decreases the Unrestricted Beginning Fund Balance from \$952,583 to \$378,009 as a result of FY 2019/20 year-end actuals reconciliation.
Unrestricted Ending Fund Balance		(574,575)	This change to the Ending Fund Balance offsets the recommended actions above.
	(574,575)	(574,575)	

Housing Authority Fund (164)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Unrestricted	207,092		This action increases the Unrestricted Beginning Fund Balance from \$3,417,044 to \$3,624,136 as a result of FY 2019/20 year-end actuals reconciliation.
Unrestricted Ending Fund Balance		207,092	This change to the Ending Fund Balance offsets the recommended actions above.
	207,092	207,092	

FY2020/21 Budget Amendments Special Revenue Funds and Other Funds

Housing Successor Agency Fund (169)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Unrestricted	3,773,552		This action increases the Unrestricted Beginning Fund Balance from \$9,299,125 to \$13,072,677 as a result of FY 2019/20 year-end actuals reconciliation.
Community Development - Housing - Land Sale Proceeds - Materials/Services/Supplies	11,650,000	11,650,000	This action reflects the carryover amounts of \$11.65 million for land sale proceeds and \$11.65 million for a developer loan disbursement. On January 29, 2019, the City Council approved a loan agreement to support the construction of affordable projects at 1834 Worthington Circle/90 North Winchester. It is expected that the financing agreements will close in FY 2020/21.
Community Development - Housing - Materials/Services/Supplies	-	5,000,000	This action reflects the carryover of \$5.0 million for a developer loan disbursement. On February 2, 2019, the City Council approved a loan agreement to support the construction of 145 affordable housing units at 2904 Corvin Drive. Staff anticipates that the loan will be drawn in FY 2020/21.
Unrestricted Ending Fund Balance		(1,226,448)	This change to the Ending Fund Balance offsets the recommended actions above.
	15,423,552	15,423,552	

Library Donations Trust Fund (072)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation	26		This action increases the Beginning Fund Balance from \$179,707 to \$179,733 as a result of FY 2019/20 year-end actuals reconciliation.
City Library Foundation Trust		139,444	This action carries over unspent funds in the City Library Foundation Trust donation. This is a result of the FY 2019/20 year-end actuals reconciliation.

FY2020/21 Budget Amendments Special Revenue Funds and Other Funds

Library Donations Trust Fund (072) (Cont'd.)

Item	Source of Funds	Use of Funds	Explanation
In Memory J.Jaffer		1,440	This action carries over unspent funds in the In Memory J.Jaffer donation. This is a result of the FY 2019/20 year-end actuals reconciliation.
In Memory Of M.Dry		4,000	This action carries over unspent funds in the In Memory Of M.Dry donation. This is a result of the FY 2019/20 year-end actuals reconciliation.
Library Books		1,300	This action carries over unspent funds for Library Books. This is a result of the FY 2019/20 year-end actuals reconciliation.
Library Tote Bags		488	This action carries over unspent funds for Library Tote Bags. This is a result of the FY 2019/20 year-end actuals reconciliation.
Literacy Program		9,041	This action carries over unspent funds for the Literacy Program. This is a result of the FY 2019/20 year-end actuals reconciliation.
SCSQ Irvine Contribution		22,755	This action carries over unspent funds from the SCSQ Irvine Contribution. This is a result of the FY 2019/20 year-end actuals reconciliation.
Summer Reading		744	This action carries over unspent funds from the Summer Reading donation. This is a result of the FY 2019/20 year-end actuals reconciliation.
Ending Fund Balance		(179,186)	This change to the Ending Fund Balance offsets the recommended action above.
	26	26	

FY2020/21 Budget Amendments Special Revenue Funds and Other Funds

Library Operating Grant Trust Fund (112)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation	29,185		This action increases the Unrestricted Beginning Fund Balance from \$12,140 to \$41,324 as a result of FY 2019/20 year-end actuals reconciliation.
Adult Literacy Program		251	This action carries over expenditure from prior year and appropriates to the Adult Literacy Program grant allocation as a result of the FY 2019/20 year-end actuals reconciliation.
Adult Literacy Program 19-20		(311)	This action decreases the grant expenditure carryover in the Adult Literacy Program grant allocation as a result of the FY 2019/20 year-end actuals reconciliation.
Ebook Grant	8,723	8,723	This action increases the carryover grant revenue and expenditure for the Ebook Grant as a result of the FY 2019/20 year-end actuals reconciliation.
PLP Innovation and Tech		(188)	This action decreases the grant expenditure carryover in the Pacific Library Partnership Innovation and Technology grant allocation as a result of the FY 2019/20 year-end actuals reconciliation.
Ending Fund Balance		29,433	This change to the Ending Fund Balance offsets the recommended action above.
	37,908	37,908	

Other City Departments Operating Grant Trust Fund (101)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation	(598,085)		This action decreases the Beginning Fund Balance from \$0 to a negative \$598,085 as a result of FY 2019/20 year-end actuals reconciliation. This fund accounts for COVID-19 activity and the negative fund balance is a result of the delay of receiving FEMA reimbursement.
FEMA Reimbursement	598,085		This action carries over revenue not yet received related to FEMA reimbursements for COVID-19 expenditures.
	-	-	

FY2020/21 Budget Amendments Special Revenue Funds and Other Funds

Parks and Recreation Operating Grant Trust Fund (111)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation	22,138		This action increases the Unrestricted Beginning Fund Balance from \$845 to \$22,983 as a result of FY 2019/20 year-end actuals reconciliation.
Ending Fund Balance		22,138	This change to the Ending Fund Balance offsets the recommended action above.
	22,138	22,138	

Police Operating Grant Trust Fund (177)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation	1,238,104		This action increases the Beginning Fund Balance from \$0 to \$1,238,104 as a result of FY 2019/20 year-end actuals reconciliation.
Abandoned Vehicle Abatement	148,744	185,931	This action carries over revenue not yet received and unspent funds for the Abandoned Vehicle Abatement program. This is a result of the FY 2019/20 year-end actuals reconciliation.
Board of State and Community Correction 2017		38,544	This action carries over unspent funds in the Board of State and Community Correction 2017 grant allocation. This is a result of the FY 2019/20 year-end actuals reconciliation.
Board of State and Community Correction 2020		461,216	This action carries over unspent funds in the Board of State and Community Correction 2020 grant allocation. This is a result of the FY 2019/20 year-end actuals reconciliation.
Citizens' Option for Public Safety 2017/18		15,794	This action carries over unspent funds in the Citizens' Option for Public Safety 2017/18 grant allocation. This is a result of the FY 2019/20 year-end actuals reconciliation.
Citizens' Option for Public Safety 2018/19		116,872	This action carries over unspent funds in the Citizens' Option for Public Safety 2018/19 grant allocation. This is a result of the FY 2019/20 year-end actuals reconciliation.

FY2020/21 Budget Amendments Special Revenue Funds and Other Funds

Police Operating Grant Trust Fund (177) (Cont'd.)

Item	Source of Funds	Use of Funds	Explanation
Citizens' Option for Public Safety 2019/20		264,540	This action carries over unspent funds in the Citizens' Option for Public Safety 2019/20 grant allocation. This is a result of the FY 2019/20 year-end actuals reconciliation.
Edward Byrne Memorial JAG FY17		3,810	This action carries over unspent funds in the Edward Byrne Memorial FY 2017 grant allocation. This is a result of the FY 2019/20 year-end actuals reconciliation.
National Incident Based Reporting Software	3,923		This action carries over revenue not received for the National Incident Based Reporting Software grant. This is a result of the FY 2019/20 year-end actuals reconciliation.
Office of Traffic Safety 2020	44,074	41,651	This action carries over revenue not yet received and unspent funds for the Office of Traffic Safety grant. This is a result of the FY 2019/20 year-end actuals reconciliation.
Seized Asset Funds		46,850	This action carries over unspent funds in the Seized Asset Funds allocation. This is a result of the FY 2019/20 year-end actuals reconciliation.
State Homeland Security Grant 2019	154,000	154,000	This action carries over revenue not received for the Homeland Security grant. This is a result of the FY 2019/20 year-end actuals reconciliation.
Tobacco Law Enforcement Act	22,763		This action carries over revenue not received for the Tobacco Law Enforcement Act grant. This is a result of the FY 2019/20 year-end actuals reconciliation.
West Valley College Training Program		282,400	This action carries over unspent funds in the West Valley College Training grant allocation. This is a result of the FY 2019/20 year-end actuals reconciliation.
	1,611,608	1,611,608	

FY2020/21 Budget Amendments Special Revenue Funds and Other Funds

Public Donations Fund (067)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation	366,699		This action increases the Beginning Fund Balance from \$0 to \$366,699 as a result of FY 2019/20 year-end actuals reconciliation.
City Manager's Office		53,760	This action carries over unspent donations designated to the City Manager's Office including the Bank of Santa Clara Car Seat Program (\$500), Art in Public Places (\$37,945), Championship Teams (\$1,344), Concerts in the Park (\$6), Help Your Neighbor (\$13,873), Mission City Community (\$67), and Undesignated Donations (\$25). This is a result of the FY 2019/20 year-end actuals reconciliation.
Community Development Department		5,182	This action carries over unspent donations designated to the Community Development Department including the Berryessa Adobe Donations (\$1,150) and Historical Preservation (\$4,032). This is a result of the FY 2019/20 year-end actuals reconciliation.
Fire Department		3,343	This action carries over unspent donations designated to the Fire Department including Fire Safety (\$1,960) and Public Education (\$1,383). This is a result of the FY 2019/20 year-end actuals reconciliation.
Parks and Recreation Department		299,578	This action carries over unspent donations designated to the Parks and Recreation Department including the Arts, Crafts and Wine Festival (\$158,412), Case Management Grant (\$27,818), Youth Commission (\$3,819), and the Wade Brummal Scholarship Fund (\$109,530). This is a result of the FY 2019/20 year-end actuals reconciliation.
Police		4,836	This action carries over unspent donations designated to the Police Department including the Bicycle Safety Program (\$1,298) and the Police Voucher Program (\$3,538). This is a result of the FY 2019/20 year-end actuals reconciliation.
	366,699	366,699	

FY2020/21 Budget Amendments Special Revenue Funds and Other Funds

Public, Educational and Governmental Fee Fund (221)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation	987,373		This action increases the Beginning Fund Balance from \$1,216,839 to \$2,204,211 as a result of FY 2019/20 year-end actuals reconciliation.
Ending Fund Balance		987,373	This change to the Ending Fund Balance offsets the recommended action above.
	987,373	987,373	

Road Maintenance and Rehabilitation (SB1) Fund (122)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation	(297,595)		This action decreases the Beginning Fund Balance from \$353,336 to \$55,741 as a result of FY 2019/20 year-end actuals reconciliation.
Ending Fund Balance		(297,595)	This change to the Ending Fund Balance offsets the recommended action above.
	(297,595)	(297,595)	

Traffic Mitigation Fund (123)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation	(1,150,196)		This action decreases the Beginning Fund Balance from \$4,261,349 to \$3,111,153 as a result of FY 2019/20 year-end actuals reconciliation.
Ending Fund Balance		(1,150,196)	This change to the Ending Fund Balance offsets the recommended action above.
	(1,150,196)	(1,150,196)	

FY2020/21 Budget Amendments Enterprise Funds

Cemetery Fund (093)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Unrestricted	52,667		This action increases the Unrestricted Beginning Fund Balance from \$25,746 to \$78,413 as a result of FY 2019/20 year-end actuals reconciliation.
Ending Fund Balance		52,667	This change to the Ending Fund Balance offsets the recommended actions above.
	52,667	52,667	

Convention Center Enterprise Fund (860)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Unrestricted	3,944,851		This action increases the Unrestricted Beginning Fund Balance from \$644,934 to \$4,589,785 as a result of FY 2019/20 year-end actuals reconciliation.
Beginning Fund Balance/Ending Fund Balance Reconciliation - Operating Surplus Reserve	(1,099,412)	(1,099,412)	This action decreases the Operating Surplus Reserve - Beginning Fund Balance (from \$1,329,882 to \$230,470) and Ending Fund Balance (from \$4,400,920 to \$3,301,508) as a result of FY 2019/20 year-end actuals reconciliation.
Ending Fund Balance - Unrestricted		3,944,851	This change to the Ending Fund Balance offsets the recommended actions above.
	2,845,439	2,845,439	

Electric Operating Grant Trust Fund (191)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Public Benefits Program	5,169,346		This action increases the Public Benefits Program Beginning Fund Balance from \$34,580,314 to \$39,749,660 as a result of FY 2019/20 year-end actuals reconciliation.
Beginning Fund Balance Reconciliation - Low Carbon Fuel Program	1,996,619		This action increases the Low Carbon Fuel Program Beginning Fund Balance from \$788,141 to \$2,784,760 as a result of FY 2019/20 year-end actuals reconciliation.

FY2020/21 Budget Amendments Enterprise Funds

Electric Operating Grant Trust Fund (191) (Cont'd.)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Greenhouse Gas Program	39,290		This action increases the Greenhouse Gas Program Beginning Fund Balance from \$0 to \$39,290 as a result of FY 2019/20 year-end actuals reconciliation.
Transfer From Electric Utility Capital Fund/ Ending Fund Balance - Public Benefits Program	792,271	792,271	This action establishes a transfer from the Electric Utility Capital Fund to return the remaining balance from a capital project for the Public Benefits Program that closed at end of FY 2019/20. It returns original funding to the Public Benefits Program Ending Funding Fund Balance.
Transfer To Electric Utility Fund		144,699	This action increases the transfer to the Electric Utility Fund from \$11,702,523 to \$11,847,222 for reimbursement of Financial Rate Assistance Program (FRAP) discounts to income-qualified residential customers provided by the Public Benefits Program.
Transfer To Electric Utility Capital Fund		5,538	This action increases the transfer to the Electric Utility Capital Fund (from \$2,150,082 to \$2,155,620) to reflect the capital project management labor true-up for FY 2019/20 for Electric Vehicle Charging, from Low Carbon Fuel Program fund balance.
Ending Fund Balance - Public Benefits		5,024,647	This change to the Ending Fund Balance - Public Benefits offsets the recommended actions above.
Ending Fund Balance - Low Carbon Fuel		1,991,081	This change to the Ending Fund Balance - Low Carbon Fuel offsets the recommended actions above.
Ending Fund Balance - Greenhouse Gas		39,290	This change to the Ending Fund Balance - Greenhouse Gas offsets the recommended actions above.
	7,997,526	7,997,526	

FY2020/21 Budget Amendments Enterprise Funds

Electric Utility Fund (091)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Unrestricted	25,287,696		This action increases the Unrestricted Beginning Fund Balance from \$24,665,397 to \$49,953,093 as a result of FY 2019/20 year-end actuals reconciliation.
Beginning/Ending Fund Balance Reconciliation - Donald Raesfeld Power Plant Reserve	(5,000,000)	(5,000,000)	This action decreases the Donald Raesfeld Power Plant Reserve - Beginning and Ending Fund Balance (from \$5,078,163 to \$78,163) as a result of FY 2019/20 year-end actuals reconciliation.
Beginning /Ending Fund Balance Reconciliation - Pension Trust Reserve	417,100	417,100	This action increases the Pension Trust Reserve - Beginning Fund Balance (from \$4,748,792 to \$5,165,892) and the Ending Fund Balance (from \$5,676,145 to \$6,093,245) as a result of FY 2019/20 year-end actuals reconciliation.
Transfer from Electric Operating Grant Trust Fund	144,699		This action increases transfer from Electric Operating Grant Trust Fund from \$11,702,523 to \$11,847,222 for reimbursement of Financial Rate Assistance Program (FRAP) discounts to income-qualified residential customers provided by the Public Benefits Program.
Transfer From the General Government Capital Fund	91,540		This action establishes a transfer to the Electric Utility Fund to return funds from project savings.
Transfer from Street Lighting Capital Fund	110,211		This action established a transfer from Street Lighting Capital Fund to repatriate a closed project funding shortfall in FY 2019/20 previously transferred out from Electric Utility Fund, which was subsequently determined eligible to be funded by unrestricted fund balance.

FY2020/21 Budget Amendments Enterprise Funds

Electric Utility Fund (091) (Cont'd.)

Item	Source of Funds	Use of Funds	Explanation
Electric Utility - Salaries and Benefits		97,576	This action increases the personnel cost of the Electric Department - Utility Operation for two Public Works - Street personnel, 30% of Street Maintenance Worker IV cost for \$53,246 and 20% of Public Works Supervisor cost for \$44,330, to be paid for by the Electric Utility Department based on an ongoing agreement for these positions to maintain Silicon Valley Power's substation landscapes. Salaries expenditure increases from \$31,674,259 to \$31,738,339; and Retirement and Benefits expenditures increase from \$14,285,391 to \$14,318,887.
Electric Utility - Interfund Services		1,276,368	This action increases the Interfund Services allocation to the Special Liability Fund to pay the additional cost of insurance premiums related to the Silicon Valley Power coverage.
Transfer to Electric Utility Capital Fund		1,347,486	This action increases the transfer to the Electric Utility Capital Fund from \$23,068,370 to \$24,415,856 for capital project management labor true-up for FY 2019/20.
Ending Fund Balance - Operations and Maintenance Reserve		343,486	This action increases the Operations and Maintenance Reserve (from \$110,087,978 to \$110,431,464) based on the revised budget. This reserve is designed to cover the cost of operations for three months.
Ending Fund Balance		22,569,230	This change to the Ending Fund Balance offsets the recommended actions above.
	21,051,246	21,051,246	

FY2020/21 Budget Amendments Enterprise Funds

Sewer Utility Fund (094)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Unrestricted	(5,187,488)		This action decreases the Unrestricted Beginning Fund Balance from \$5,371,697 to \$184,209 as a result of FY 2019/20 year-end actuals reconciliation.
Beginning /Ending Fund Balance Reconciliation - Pension Trust Reserve	30,072	30,072	This action increases the Pension Stabilization Reserve Beginning Fund Balance (from \$391,148 to \$421,220) and the Ending Fund Balance (from \$469,378 to \$499,450) as a result of FY 2019/20 year-end actuals reconciliation.
Beginning Fund Balance Reconciliation - Construction Reserve	(519,142)		This action decreases the Construction Reserve from \$11,519,142 to \$11,000,000 as a result of FY 2019/20 year-end actuals reconciliation.
Transfer to the Sewer Utility Capital Fund		(5,000,000)	This action decreases the transfer to the Sewer Utility Capital Fund from \$38,618,599 to \$33,618,599 as there is sufficient fund balance in the capital fund to cover project costs to the fund originating fund.
Transfer From the General Government Capital Fund	10,642		This action establishes a transfer from the General Government Capital Fund to reflect the return of capital project savings to the originating fund.
Construction Reserve		(800,000)	This action decreases the Construction Reserve from \$2,396,928 to \$1,596,928 as a result of FY 2019/20 year-end actuals reconciliation.
Ending Fund Balance		104,012	This change to the Ending Fund Balance offsets the recommended actions above.
	(5,665,916)	(5,665,916)	

FY2020/21 Budget Amendments Enterprise Funds

Solid Waste Fund (096)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Unrestricted	(394,461)		This action decreases the Unrestricted Beginning Fund Balance from \$4,928,784 to \$4,534,323 as a result of FY 2019/20 year-end actuals reconciliation.
Beginning /Ending Fund Balance Reconciliation - Pension Trust Reserve	15,855	15,855	This action increases the Pension Trust Reserve Beginning Fund Balance (from \$215,047 to \$230,902) and the Ending Fund Balance (from \$258,007 to \$273,862) as a result of FY 2019/20 year-end actuals reconciliation.
Transfer From the General Government Capital Fund	23,659		This action establishes a transfer from the General Government Capital Fund to return capital project savings to this fund.
Ending Fund Balance		(370,802)	This change to the Ending Fund Balance offsets the recommended actions above.
	(354,947)	(354,947)	

Water Recycling Fund (097)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Unrestricted	726,408		This action increases the Unrestricted Beginning Fund Balance from \$146,935 to \$873,344 as a result of FY 2019/20 year-end actuals reconciliation.
Beginning /Ending Fund Balance Reconciliation - Pension Trust Reserve	3,750	3,750	This action increases the Pension Stabilization Reserve Beginning Fund Balance (from \$49,059 to \$52,809) and the Ending Fund Balance (from \$58,671 to \$62,621) as a result of FY 2019/20 year-end actuals reconciliation.
Ending Fund Balance		726,408	This change to the Ending Fund Balance offsets the recommended actions above.
	730,158	730,158	

FY2020/21 Budget Amendments Enterprise Funds

Water Utility Fund (092)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Unrestricted	(225,798)		This action decreases the Unrestricted Beginning Fund Balance from \$3,991,854 to \$3,766,055 as a result of FY 2019/20 year-end actuals reconciliation.
Beginning /Ending Fund Balance Reconciliation - Pension Trust Reserve	76,003	76,003	This action increases the Pension Stabilization Reserve Beginning Fund Balance (from \$997,097 to \$1,073,100) and Ending Fund Balance (from \$1,196,516 to \$1,272,519) as a result of FY 2019/20 year-end actuals reconciliation.
Transfer From the General Government Capital Fund	31,248		This action establishes a transfer from the General Government Capital Fund to return funds from project savings.
Ending Fund Balance		(194,550)	This change to the Ending Fund Balance offsets the recommended actions above.
	(118,547)	(118,547)	

FY2020/21 Budget Amendments Internal Service Funds

Communication Acquisitions Fund (048)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance	(19,802)		This action decreases the Unrestricted Beginning Fund Balance from \$747,258 to \$727,456 as a result of FY 2019/20 year-end actuals reconciliation.
Reconciliation - Unrestricted			
Ending Fund Balance		(19,802)	This change to the Ending Fund Balance offsets the recommended actions above.
	<u>(19,802)</u>	<u>(19,802)</u>	

Fleet Operations Fund (053)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance	97,926		This action increases the Unrestricted Beginning Fund Balance from \$324,868 to \$422,794 as a result of FY 2019/20 year-end actuals reconciliation.
Reconciliation - Unrestricted			
Ending Fund Balance		97,926	This change to the Ending Fund Balance offsets the recommended actions above.
	<u>97,926</u>	<u>97,926</u>	

Information Technology Services Fund (045)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance	(1,169,795)		This action decreases the Unrestricted Beginning Fund Balance from \$1,518,912 to \$349,117 as a result of FY 2019/20 year-end actuals reconciliation. The year-end encumbrances were higher than estimated while the unrestricted fund balance was lower.
Reconciliation - Unrestricted			
Ending Fund Balance		(1,169,795)	This change to the Ending Fund Balance offsets the recommended actions above.
	<u>(1,169,795)</u>	<u>(1,169,795)</u>	

FY2020/21 Budget Amendments Internal Service Funds

Public Works Capital Projects Management Fund (044)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance	(90,123)		This action decreases the Unrestricted Beginning Fund Balance from \$90,123 to \$0 as a result of FY 2019/20 year-end actuals reconciliation.
Reconciliation - Unrestricted			
Public Works - Materials/Services/Supplies		(14,000)	This action decreases the materials, services and supplies allocation by \$14,000 (from \$344,450 to \$330,450), which will reduce funding for construction management and inspection support to partially offset the reduction in beginning fund balance. This reduction may necessitate a reprioritization of project support during the year.
Ending Fund Balance		(76,123)	This change to the Ending Fund Balance offsets the recommended actions above.
	(90,123)	(90,123)	

Special Liability Insurance Fund (082)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance	3,000,000		This action increases the Beginning Fund Balance - Reserve for Future Claims from \$4.0 million to \$7.0 million as a result of FY 2019/20 year-end actuals reconciliation.
Reconciliation - Reserve for Future Claims			
Beginning Fund Balance	(3,084,185)		This action decreases the Unrestricted Beginning Fund Balance from \$4,009,901 to \$925,717 as a result of FY 2019/20 year-end actuals reconciliation.
Reconciliation - Unrestricted			
Ending Fund Balance - Reserve for Future Claims		(1,009,901)	This action decreases the Ending Fund Balance - Reserve for Future Claims from \$8,009,901 to \$7,000,000, consistent with the beginning fund balance for this reserve.
Other Fees for Services/ Materials/Services/Supplies	1,276,368	1,276,368	This action increases contributions from the Electric Utility Operating Fund by \$1,276,368 to cover the additional cost of new insurance premiums related to the Silicon Valley Power coverage and appropriates funding for this purpose.
Ending Fund Balance		925,716	This change to the Ending Fund Balance offsets the recommended action above.
	1,192,183	1,192,183	

FY2020/21 Budget Amendments Internal Service Funds

Unemployment Insurance Fund (087)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation	(21,631)		This action decreases the Unrestricted Beginning Fund Balance from \$247,565 to \$225,934 as a result of FY 2019/20 year-end actuals reconciliation. Due to the COVID-19 pandemic, there is a significant increase in the number of unemployment claims that will impact this fund in FY 2020/21 which may require contributions from other funding sources.
Ending Fund Balance		(21,631)	This change to the Ending Fund Balance offsets the recommended action above.
	<u>(21,631)</u>	<u>(21,631)</u>	

Vehicle Replacement Fund (050)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Unrestricted	268,632		This action increases the Unrestricted Beginning Fund Balance from \$2,893,633 to \$3,162,265 as a result of FY 2019/20 year-end actuals reconciliation.
Ending Fund Balance		268,632	This change to the Ending Fund Balance offsets the recommended actions above.
	<u>268,632</u>	<u>268,632</u>	

Workers' Compensation Fund (081)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation	1,191,218		This action increases the Unrestricted Beginning Fund Balance from \$1,231,755 to \$2,422,973 as a result of FY 2019/20 year-end actuals reconciliation and to correct an inadvertent understatement of the Ending Fund Balance in FY 2018/19.
Ending Fund Balance		1,191,218	This change to the Ending Fund Balance offsets the recommended action above.
	<u>1,191,218</u>	<u>1,191,218</u>	

FY2020/21 Budget Amendments Debt Service Funds

Public Facilities Financing Corporation Fund (431)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance	10,248		This action increases the Beginning Unrestricted Fund Balance from \$7,441 to \$17,690 as a result of FY 2019/20 year-end actuals reconciliation.
Reconciliation - Unrestricted			
Beginning Fund Balance	(4,460)		This action decreases the Beginning Debt Reserve Balance from \$711,662 to \$707,202 as a result of FY 2019/20 year-end actuals reconciliation.
Reconciliation - Debt Reserve			
Ending Fund Balance		10,248	This change to the Ending Fund Balance - Unrestricted offsets the recommended action above.
Reconciliation - Unrestricted			
Ending Fund Balance		(4,460)	This change to the Ending Fund Balance - Debt Reserve offsets the recommended action above.
Reconciliation - Debt Reserve			
	5,788	5,788	

Electric Utility Debt Service Fund (491)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance	2,405,239		This action increases the Beginning Fund Balance from \$5,477,223 to \$7,882,462 as a result of FY 2019/20 year-end actuals reconciliation.
Reconciliation - Reserve for Debt Service			
Beginning Fund Balance	1,783		This action increases the Beginning Bond Reserve from \$3,630,750 to \$3,632,533 as a result of FY 2019/20 year-end actuals reconciliation.
Reconciliation - Bond Reserve			
Ending Fund Balance		2,405,239	This change to the Ending Fund Balance - Reserve for Debt Service offsets the recommended action above.
Reconciliation - Reserve for Debt Service			
Ending Fund Balance		1,783	This change to the Ending Fund Balance - Bond Reserve offsets the recommended action above.
Reconciliation - Bond Reserve			
	2,407,022	2,407,022	

FY2020/21 Budget Amendments Debt Service Funds

Sewer Utility Debt Service Fund (494)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance	2,171,139		This action increases the Beginning Fund Balance
Reconciliation - Debt Reserve			- Debt Reserve from \$2,492,551 to \$4,663,689 as a result of FY 2019/20 year-end actuals reconciliation.
Ending Fund Balance - Debt Reserve		2,171,139	This change to the Ending Fund Balance - Debt Reserve offsets the recommended action above.
	2,171,139	2,171,139	

FY2020/21 Budget Amendments Other Agency Funds

Sports and Open Space Authority Fund (801)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance	(256)		This action decreases the Unrestricted Beginning Fund Balance from \$23,664 to \$23,408 as a result of FY 2019/20 year-end actuals reconciliation.
Reconciliation - Unrestricted			
Ending Fund Balance		(256)	(256) This change to the Ending Fund Balance offsets the recommended actions above.
	(256)	(256)	

FY2020/21 Budget Amendments Capital Improvement Program Funds

Electric Utility Capital Fund (591)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Unrestricted	12,858,325		This action increases the Unrestricted Beginning Fund Balance from \$93,973,597 to \$106,831,922 as a result of FY 2019/20 year-end actuals reconciliation.
Transfer from Electric Utility Fund	1,347,486		This action increases the transfer from the Electric Utility Capital Fund (from \$23,068,370 to \$24,415,856) to reflect the capital project management labor true-up for FY 2019/20.
Transfer from Electric Operating Grant Trust Fund	5,538		This action increases the transfer from the Electric Operating Grant Trust Fund (from \$2,150,082 to \$2,155,620) to reflect the capital project management labor true-up for FY 2019/20 for the Electric Vehicle Charging project.
Bucks Creek Relicensing Project - Expenditure Carryover Adjustment		(81,266)	Based on actual FY 2019/20 expenditures, this action decreases the project carryover by \$81,573 and increases the budget by the FY 2019/20 labor true-up amount of \$307 (from \$591,365 to \$510,099). The revised FY 2020/21 project budget is \$510,099.
Clean Energy and Carbon Reduction Project - Revenue Carryover Adjustment	(171,611)		Based on actual FY 2019/20 grant revenues received, this action decreases revenue carryover by \$171,611 (from \$424,280 to \$252,669). This reflects reduced grant funding to be received.
Clean Energy and Carbon Reduction Project - Expenditure Carryover Adjustment		21,553	Based on actual FY 2019/20 expenditures, this action decreases the project carryover by \$1,002 and increases the budget by the FY 2019/20 labor true-up amount of \$22,555 (from \$1,475,020 to \$1,496,573). The revised FY 2020/21 project budget is \$2,846,573.
Electric Yard Buildings and Grounds Project - Expenditure Carryover Adjustment		(5,956)	Based on actual FY 2019/20 expenditures, this action decreases the project carryover by \$5,956 (from \$735,541 to \$729,585). The revised FY 2020/21 project budget is \$1,304,585.

FY2020/21 Budget Amendments Capital Improvement Program Funds

Electric Utility Capital Fund (591) (Cont'd.)

Item	Source of Funds	Use of Funds	Explanation
Esperanca Substation Project - Expenditure Carryover Adjustment		3,246	Based on actual FY 2019/20 expenditures, this action decreases the project carryover by \$635 and increases the budget by the FY 2019/20 labor true-up of \$3,881 (from \$746,754 to \$750,000). The revised FY 2020/21 project budget is \$2,100,000.
Fiber Development, Design, and Expansion Project - Revenue Carryover Adjustment	(34,405)		Based on actual FY 2019/20 developer contribution revenues received, this action decreases the project carryover by \$34,405 (from \$273,372 to \$292,272). This reflects reduced developer contribution to be received.
Fiber Development, Design, and Expansion Project - Expenditure Carryover Adjustment		217,500	Based on actual FY 2019/20 expenditures, this action decreases the project carryover by \$161,117 and increases the budget by the FY 2019/20 labor true-up of \$378,617 (from \$1,493,210 to \$1,710,710). The revised FY 2020/21 project budget is \$1,710,710.
Generation Capital Maintenance and Betterments Project - Expenditure Carryover Adjustment		(611,671)	Based on actual FY 2019/20 expenditures, this action decreases the project carryover by \$611,671 (from \$762,304 to \$150,633). The revised FY 2020/21 project budget is \$7,700,633.
Homestead Substation Rebuild Project - Expenditure Carryover Adjustment		494,312	Based on actual FY 2019/20 expenditures, this action increases the project carryover by \$494,312 (from \$2,844 to \$497,156). The revised FY 2020/21 project budget is \$1,547,156.
Implementation of Advanced Metering Infrastructure (AMI) Project - Expenditure Carryover Adjustment		(211,676)	Based on actual FY 2019/20 expenditures, this action decreases the project carryover by \$212,451 and increases the budget by the FY 2019/20 labor true-up of \$776 (from \$1,425,202 to \$1,213,528). The revised FY 2020/21 project budget is \$4,197,728.

FY2020/21 Budget Amendments Capital Improvement Program Funds

Electric Utility Capital Fund (591) (Cont'd.)

Item	Source of Funds	Use of Funds	Explanation
Install Fairview Substation Project - Revenue Carryover Adjustment	985,649		Based on actual FY 2019/20 developer contribution revenues received, this action increases the project carryover by \$985,649 (from \$0 to \$985,649). This reflects developer contribution to be received.
Install Fairview Substation Project - Expenditure Carryover Adjustment		(24,464)	Based on actual FY 2019/20 expenditures, this action decreases the project carryover by \$36,915 and increases budget by labor true-up of \$12,451 (from \$7,274,594 to \$7,250,130). The revised FY 2020/21 project budget is \$7,250,130.
Install Phase Shifting Transformer at NRS Project - Expenditure Carryover Adjustment		30,940	Based on actual FY 2019/20 expenditures, this action decreases the project carryover by \$56,110 and increases budget by labor true-up of \$87,050 (from \$2,608,977 to \$2,639,917). The revised FY 2020/21 project budget is \$2,639,917.
Major Engine Overhaul and Repair Project - Expenditure Carryover Adjustment		835,988	Based on actual FY 2019/20 expenditures, this action increases the project carryover by \$835,988 (from \$9,500,000 to \$10,335,988). The revised FY 2020/21 project budget is \$12,535,988.
Memorex Junction Substation Project - Expenditure Carryover Adjustment		400,000	Based on actual FY 2019/20 expenditures, this action increases the project carryover by \$400,000 (from \$0 to \$400,000). The revised FY 2020/21 project budget is \$400,000.
Network and Cyber Security Infrastructure Project - Expenditure Carryover Adjustment		(15,422)	Based on actual FY 2019/20 expenditures, this action decreases the project carryover by \$15,422 (from \$753,322 to \$737,899). The revised FY 2020/21 project budget is \$5,199,899.
New Business Estimate Work Project - Expenditure Carryover Adjustment		(656,977)	Based on actual FY 2019/20 expenditures, this action decreases the project carryover by \$931,548 and increases the budget by the FY 2019/20 labor true-up of \$274,571 (from \$563,174 to -\$93,803). The revised FY 2020/21 project budget is \$3,656,197.

FY2020/21 Budget Amendments Capital Improvement Program Funds

Electric Utility Capital Fund (591) (Cont'd.)

Item	Source of Funds	Use of Funds	Explanation
Oaks Junction Project - Expenditure Carryover Adjustment		598	Based on actual FY 2019/20 expenditures, this action decreases the project carryover by \$388 and increases the budget by the FY 2019/20 labor true-up of \$986 (from \$449,402 to \$450,000). The revised FY 2020/21 project budget is \$2,950,000.
Operations and Planning Technology Project - Expenditure Carryover Adjustment		11,254	Based on actual FY 2019/20 expenditures, this action decreases the project carryover by \$5,506 and increases the budget by the FY 2019/20 labor true-up of \$16,760 (from \$252,444 to \$263,698). The revised FY 2020/21 project budget is \$2,218,698.
Parker Substation Project - Revenue Carryover Adjustment	18,900		Based on actual FY 2019/20 developer contribution revenue received, this action increases the project carryover by \$18,900 (from \$273,372 to \$292,272). This reflects additional developer contribution to be received.
Parker Substation Project - Expenditure Carryover Adjustment		214,034	Based on actual FY 2019/20 expenditures, this action decreases the project carryover by \$7,255 and increases the budget by the FY 2019/20 labor true-up of \$221,289 (from \$595,829 to \$809,863). The revised FY 2020/21 project budget is \$809,863.
San Tomas Junction Project - Expenditure Carryover Adjustment		(423,000)	Based on actual FY 2019/20 expenditures, this action decreases the project carryover by \$425,792 and increases the budget by the FY 2019/20 labor true-up of \$2,792 (from \$1,300,000 to \$877,000). The revised FY 2020/21 project budget is \$4,627,000.
Serra Substation Re-Build Project - Expenditure Carryover Adjustment		(290,692)	Based on actual FY 2019/20 expenditures, this action decreases the project carryover by \$374,103 and increases the budget by the FY 2019/20 labor true-up of \$83,411 (from \$8,428,741 to \$8,138,050). The revised FY 2020/21 project budget is \$8,138,050.

FY2020/21 Budget Amendments Capital Improvement Program Funds

Electric Utility Capital Fund (591) (Cont'd.)

Item	Source of Funds	Use of Funds	Explanation
Silicon Valley Power Utility Center Project - Expenditure Carryover Adjustment		453	Based on actual FY 2019/20 expenditures, this action decreases the project carryover by \$181 and increases the budget by the FY 2019/20 labor true-up of \$634 (from \$17,238,289 to \$17,238,743). The revised FY 2020/21 project budget is \$17,238,743.
Stender Way Junction Substation Project - Revenue Carryover Adjustment	700,000		Based on actual FY 2019/20 revenues associated with this project, this action increases the project carryover by \$700,000 (from \$0 to \$700,000). This reflects developer contribution to be received.
Stender Way Junction Substation Project - Expenditure Carryover Adjustment		700,000	Based on actual FY 2019/20 expenditures, this action increases the project carryover by \$700,000 (from \$0 to \$700,000). The revised FY 2020/21 project budget is \$700,000.
Substation Physical Security Improvements Project - Expenditure Carryover Adjustment		2,393	Based on actual FY 2019/20 expenditures, this action decreases the project carryover by \$2,792 and increases the budget by the FY 2019/20 labor true-up of \$5,185 (from \$741,809 to \$744,202). The revised FY 2020/21 project budget is \$744,202.
System Capacity Expansion Project - Revenue Carryover Adjustment	(2,414,810)		Based on actual FY 2019/20 developer contribution revenues received, this action decreases the revenue carryover by \$2,474,810 (from \$9,000,000 to \$6,585,190). This reflects reduced developer contribution to be received.
Transmission and Distribution Capital Maintenance and Betterments Project - Expenditure Carryover Adjustment		343,184	Based on actual FY 2019/20 expenditures, this action increases the project carryover by \$115,053 and increases the budget by the FY 2019/20 labor true-up of \$228,131 (from \$3,586,947 to \$3,930,131). The revised FY 2020/21 project budget is \$7,575,131.

FY2020/21 Budget Amendments Capital Improvement Program Funds

Electric Utility Capital Fund (591) (Cont'd.)

Item	Source of Funds	Use of Funds	Explanation
Transmission System Reinforcements Project - Expenditure Carryover Adjustment		(246,884)	Based on actual FY 2019/20 expenditures, this action decreases the project carryover by \$254,420 and increases the budget by the FY 2019/20 labor true-up of \$7,535 (from \$5,773,795 to \$5,526,911). The revised FY 2020/21 project budget is \$5,526,911.
Transfer to the Electric Operating Grant Trust Fund		792,271	This action establishes a transfer to the Electric Operating Grant Trust Fund to transfer the remaining balance of capital projects - Public Benefits Program closed at end of FY 2019/20.
Unrestricted Ending Fund Balance		11,795,354	This change to the Ending Fund Balance offsets the recommended actions above.
	13,295,072	13,295,072	

FY2020/21 Budget Amendments Capital Improvement Program Funds

Fire Department Capital Fund (536)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Unrestricted	203,136		This action increases Unrestricted Beginning Fund Balance from \$715,373 to \$918,509 as a result of FY 2019/20 year-end actuals reconciliation.
Protective Equipment Replacement Project Revenue Carryover Adjustment - Other Agencies Revenue	(14,933)		Based on actual FY 2019/20 revenues associated with this project, this action decreases revenue carryover by \$14,933 (from \$14,933 to \$0). This reflects the Assistance to Firefighter FY 2016/17 Grant funding that will not be received.
Emergency Operations Center Capital Refurbishment Project Expenditure Carryover Adjustment		(2,547)	Based on actual FY 2019/20 expenditures, this action decreases the project carryover by \$2,547 (from \$15,000 to \$12,453). The revised FY 2020/21 project budget is \$12,453.
Emergency Operations Center Communications System Upgrade Project Expenditure Carryover Adjustment		9	Based on actual FY 2019/20 expenditures, this action increases the project carryover by \$9 (from \$40,590 to \$40,599). The revised FY 2020/21 project budget is \$40,599.
Transfers out to General Fund - Capital Project Reserve		192,674	This action increases Transfers Out to the General Fund Capital Project Reserve from \$0 to \$192,674 to return capital project savings for projects that were originally funded by the General Fund.
Unrestricted Ending Fund Balance		(1,933)	This change to the Ending Fund Balance offsets the recommended actions above.
	188,203	188,203	

FY2020/21 Budget Amendments Capital Improvement Program Funds

General Government Capital Fund (539)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Unrestricted	1,499,036		This action increases the Unrestricted Beginning Fund Balance from \$9,967,185 to \$11,466,221 as a result of FY 2019/20 year-end actuals reconciliation.
Computer Replacement Program Project - Expenditure Carryover Adjustment		3,595	Based on actual FY 2019/20 expenditures, this action increases the project carryover by \$3,595 (from \$93,551 to \$97,146). The revised FY 2020/21 project budget is \$197,146.
Convention Center Repairs and Upgrades Project - Expenditure Carryover Adjustment		161,947	Based on actual FY 2019/20 expenditures, this action increases the project carryover by \$161,947 (from \$90,000 to \$251,947). The revised FY 2020/21 project budget is \$251,947.
Cyber Security Risk Mitigation Project - Expenditure Carryover Adjustment		(210)	Based on actual FY 2019/20 expenditures, this action decreases the project carryover by \$210 (from \$130,968 to \$130,758). The revised FY 2020/21 project budget is \$130,758.
End User/Desktop Transformation Project - Expenditure Carryover Adjustment		45,851	Based on actual FY 2019/20 expenditures, this action increases the project carryover by \$45,851 (from \$50,000 to \$95,851). The revised FY 2020/21 project budget is \$95,851.
GIS Enterprise System (Geospatial Information System) Project - Expenditure Carryover Adjustment		44,881	Based on actual FY 2019/20 expenditures, this action increases the project carryover by \$44,881 (from \$0 to \$44,881). The revised FY 2020/21 project budget is \$344,881.
Office Reconfiguration Project - Expenditure Carryover Adjustment		(90)	Based on actual FY 2019/20 expenditures, this action decreases the project carryover by \$90 (from \$330,247 to \$330,157). The revised FY 2020/21 project budget is \$330,157.
Permit Information System Project - Expenditure Carryover Adjustment		92,649	Based on actual FY 2019/20 expenditures, this action increases the project carryover by \$92,649 (from \$801,000 to \$893,649). The revised FY 2020/21 project budget is \$1,098,049.
Utility Management Information System Enhancements Project - Expenditure Carryover Adjustment		(300)	Based on actual FY 2019/20 expenditures, this action decreases the project carryover by \$300 (from \$947,843 to \$947,543). The revised FY 2020/21 project budget is \$1,447,543.

FY2020/21 Budget Amendments Capital Improvement Program Funds

General Government Capital Fund (539) (Cont'd.)

Item	Source of Funds	Use of Funds	Explanation
Web Content Management System Project - Expenditure Carryover Adjustment		(20,004)	Based on actual FY 2019/20 expenditures, this action decreases the project carryover by \$20,004 (from \$56,683 to \$36,679). The revised FY 2020/21 project budget is \$36,679.
Zoning Code Update Project - Expenditure Carryover Adjustment		36,367	Based on actual FY 2019/20 expenditures, this action increases the project carryover by \$36,367 (from \$39,073 to \$75,440). The revised FY 2020/21 project budget is \$75,440.
Transfer to the General Fund - Capital Projects Reserve		884,901	This action establishes a transfer to the General Fund Capital Projects Reserve to return capital project savings for projects that were originally funded by the General Fund.
Transfer to the Electric Utility Fund		91,540	This action establishes a transfer to the Electric Utility Fund to return funds from project savings.
Transfer to the Water Utility Fund		31,248	This action establishes a transfer to the Water Utility Fund to return funds from project savings.
Transfer to the Sewer Utility Fund		10,642	This action establishes a transfer to the Sewer Utility Fund to return funds from project savings.
Transfer to the Solid Waste Fund		23,659	This action establishes a transfer to the Solid Waste Fund to return funds from project savings.
Unrestricted Ending Fund Balance		92,360	This change to the Ending Fund Balance offsets the recommended actions above.
	1,499,036	1,499,036	

Library Department Capital Fund (537)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Unrestricted	21,120		This action increases Unrestricted Beginning Fund Balance from \$180,860 to \$201,980 as a result of FY 2019/20 year-end actuals reconciliation.
Transfers out to General Fund Capital Project Reserve		21,120	This action establishes a transfer to the General Fund Capital Project Reserve in the amount of \$21,120 to return capital project savings for projects that were originally funded by the General Fund.
	21,120	21,120	

FY2020/21 Budget Amendments Capital Improvement Program Funds

Parks and Recreation Capital Fund (532)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Unrestricted	2,767,563		This action increases the Unrestricted Beginning Fund Balance from \$13,881,305 to \$16,648,868 as a result of FY 2019/20 year-end actuals reconciliation.
Homeridge Park Playground Rehabilitation Project Expenditure Carryover Adjustment		(295)	Based on actual FY 2019/20 expenditures, this action decreases the project carryover by \$295 (from \$136,211 to \$135,916). The revised FY 2020/21 project budget is \$135,916.
Park Impact Fees (Quimby, MFA, Developer) Monitoring Project Project Expenditure Carryover Adjustment		22,934	Based on actual FY 2019/20 expenditures, this action increases the project carryover by \$22,934 (from \$422,329 to \$445,263). The revised FY 2020/21 project budget is \$665,263.
Park Improvements Project Expenditure Carryover Adjustment		(21,787)	Based on actual FY 2019/20 expenditures, this action decreases the project carryover by \$21,787 (from \$531,970 to \$510,184). The revised FY 2020/21 project budget is \$510,184.
Playground Construction Project Expenditure Carryover Adjustment		(79,949)	Based on actual FY 2019/20 expenditures, this action decreases the project carryover by \$79,949 (from \$161,215 to \$81,266). The revised FY 2020/21 project budget is \$81,266.
Restroom at Fairway Glen Park Project Expenditure Carryover Adjustment		199,418	Based on actual FY 2019/20 expenditures, this action increases the project carryover by \$199,418 (from \$501,164 to \$700,582). The revised FY 2020/21 project budget is \$700,582.
Youth Soccer Fields & Athletic Facilities- Reed & Grant Street Project Expenditure Carryover Adjustment		171,419	Based on actual FY 2019/20 expenditures, this action increases the project carryover by \$171,419 (from \$21,468 to \$192,887). The revised FY 2020/21 project budget is \$192,887.
Transfers out to General Fund - Capital Project Reserve		627,750	This action increases the Transfers Out to the General Fund Capital Project Reserve from \$0 to \$627,750 to return capital project savings for projects originally funded by the General Fund.
Unrestricted Ending Fund Balance		1,848,071	This change to the Ending Fund Balance offsets the recommended actions above.
	2,767,563	2,767,563	

FY2020/21 Budget Amendments Capital Improvement Program Funds

Public Buildings Capital Fund (538)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Unrestricted	964,729		This action increases Unrestricted Beginning Fund Balance from \$8,580,754 to \$9,545,483 as a result of FY 2019/20 year-end actuals reconciliation.
Convention Center Condition Assessment Repairs Project Revenue Carryover Adjustment - Developer Contributions	(20,800)		Based on actual FY 2019/20 revenues associated with this project, this action decreases the revenue carryover by \$20,800 (from \$1,098,312 to \$1,077,512). This reflects developer contributions that were received in FY 2019/20 that were above the amount assumed when the initial revenue carryover review was completed for inclusion in the FY 2020/21 Adopted Budget. This amount no longer needs to be carried over to FY 2020/21.
Civic Center Campus Renovation Project Expenditure Carryover Adjustment		(13,045)	Based on actual FY 2019/20 expenditures, this action decreases the project carryover by \$13,045 (from \$1,207,245 to \$1,194,200). The revised FY 2020/21 project budget is \$1,194,200.
Convention Center Condition Assessment Repairs Project Expenditure Carryover Adjustment		(20,800)	Based on actual FY 2019/20 expenditures, this action decreases the project carryover by \$20,800 (from \$4,098,312 to \$4,077,512). The revised FY 2020/21 project budget is \$4,077,512.
Hazardous Material Management for Soil and Groundwater on City Properties Project Expenditure Carryover Adjustment		77,781	Based on actual FY 2019/20 expenditures, this action increases the project carryover by \$77,781 (from \$100,471 to \$178,252). The revised FY 2020/21 project budget is \$178,252.
Stationary Standby Generators Project Expenditure Carryover Adjustment		68,727	Based on actual FY 2019/20 expenditures, this action increases the project carryover by \$68,727 (from \$4,600,000 to \$4,668,727). The revised FY 2020/21 project budget is \$4,668,727.

FY2020/21 Budget Amendments Capital Improvement Program Funds

Public Buildings Capital Fund (538) (Cont'd.)

Item	Source of Funds	Use of Funds	Explanation
Transfers out to General Fund - Capital Project Reserve		863,289	This action establishes a transfer to the General Fund Capital Project Reserve in the amount of \$863,289 to return capital project savings for projects originally funded by the General Fund.
Unrestricted Ending Fund Balance		(32,023)	This change to the Ending Fund Balance offsets the recommended actions above.
	943,929	943,929	

Recycled Water Capital Fund (597)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Unrestricted	50,000		This action increases the Unrestricted Beginning Fund Balance from \$1,328,477 to \$1,378,477 as a result of FY 2019/20 year-end actuals reconciliation.
Unrestricted Ending Fund Balance		50,000	This change to the Ending Fund Balance offsets the recommended actions above.
	50,000	50,000	

Related Santa Clara Developer Fund (540)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Unrestricted	(328,994)		This action decreases the Unrestricted Beginning Fund Balance from \$0 to negative \$328,993 as a result of FY 2019/20 year-end actuals reconciliation.
Related General Admin Project Revenue Carryover Adjustment - Developer Contributions	139,015		Based on actual FY 2019/20 revenues associated with this project, this action increases the revenue carryover by \$139,015 (from \$0 to \$139,015). This reflects developer contributions to be received in FY 2020/21 for activity at the end of FY 2019/20.
Related Permit Work Project Revenue Carryover Adjustment - Developer Contributions	204,588		Based on actual FY 2019/20 revenues associated with this project, this action increases the revenue carryover by \$204,588 (from \$162,062 to \$366,650). This reflects developer contributions to be received in FY 2020/21 for activity at the end of FY 2019/20.
Ending Fund Balance		14,609	This change to the Ending Fund Balance offsets the recommended actions above.
	14,609	14,609	

FY2020/21 Budget Amendments Capital Improvement Program Funds

Sewer Utility Capital Fund (594)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Unrestricted	21,021,719		This action increases the Unrestricted Beginning Fund Balance from \$6,139,784 to \$16,457,768 as a result of FY 2019/20 year-end actuals reconciliation.
Sanitary Sewer Capacity Improvements Project - Expenditure Carryover Adjustment		(13,486)	Based on actual FY 2019/20 expenditures, this action decreases the project carryover by \$13,486 (from \$17,991,662 to \$17,978,176). The revised FY 2020/21 project budget is \$20,978,176.
S.J. - S.C. Regional Wastewater Facility Project - Expenditure Carryover Adjustment		1,692,389	Based on actual FY 2019/20 expenditures, this action increases the project carryover by \$1,692,389 (from \$0 to \$1,692,389). The revised FY 2020/21 project budget is \$33,451,789.
Transfer From the Sewer Utility Fund	(5,000,000)		This action decreases the transfer from the Sewer Utility Fund from \$38,618,599 to \$33,618,599 as there is sufficient fund balance in the Sewer Utility Capital Fund to cover project costs.
Unrestricted Ending Fund Balance		14,342,816	This change to the Ending Fund Balance offsets the recommended actions above.
	16,021,719	16,021,719	

Solid Waste Capital Fund (596)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Unrestricted	122,413		This action increases the Unrestricted Beginning Fund Balance from \$150,000 to \$272,413 as a result of FY 2019/20 year-end actuals reconciliation.
Beginning Fund Balance Reconciliation - Landfill Correction Action Costs Reserve	(287,756)		This action decreases the Landfill Correction Action Costs Reserve from \$747,715 to \$459,959 as a result of FY 2019/20 year-end actuals reconciliation.

FY2020/21 Budget Amendments Capital Improvement Program Funds

Solid Waste Capital Fund (596) (Cont'd.)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Encumbrance Carryover	(150,000)		This action decreases the Beginning Encumbrance Carryover from \$150,000 to \$0 as a result of FY 2019/20 year-end actuals reconciliation. The FY 2020/21 budget assumed the liquidation of this encumbrance.
Sanitary Landfill Development - Post Closure Project Expenditure Carryover Adjustment		(300,000)	Based on actual FY 2019/20 expenditures, this action decreases the project carryover by \$300,000 (from \$300,000 to \$0) that includes \$150,000 that was initially assumed in the FY 2020/21 budget and an additional \$150,000 that was carried over in error as part of the FY 2020/21 budget adoption. The total project budget with the recommended budget actions is \$733,418.
Sanitary Landfill Development - Post Closure Project		1,418	This action increases the Sanitary Landfill Development - Post Closure project by \$1,418 to allocate the excess revenue received in FY 2019/20 from leases.
Ending Fund Balance - Landfill Correction Action Costs		(287,756)	This action decreases the Ending Fund Balance - Landfill Correction Action Costs from \$761,174 to \$473,418 to bring this allocation into alignment with the submission to CalRecycle for the solid waste facility permit.
Ending Fund Balance - Unrestricted		270,995	This change to the Ending Fund Balance offsets the recommended actions above.
	(315,343)	(315,343)	

FY2020/21 Budget Amendments Capital Improvement Program Funds

Storm Drain Capital Fund (535)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Unrestricted	259,372		This action increases the Unrestricted Beginning Fund Balance from \$5,576,179 to \$5,835,551 as a result of FY 2019/20 year-end actuals reconciliation.
Laurelwood Pump Station Rehabilitation Project Expenditure Carryover Adjustment		(5,974)	Based on actual FY 2019/20 expenditures, this action decreases the project carryover by \$5,974 (from \$4,016,467.01 to \$4,010,493). The revised FY 2020/21 project budget is \$7,210,493.
Storm Drain System Improvements Project Project Expenditure Carryover Adjustment		33,268	Based on actual FY 2019/20 expenditures, this action increases the project carryover by \$33,268 (from \$0 to \$33,268). The revised FY 2020/21 project budget is \$33,268.
SDPS Motor and Control Maintenance, Repair, and Replacement Project Expenditure Carryover Adjustment		6,305	Based on actual FY 2019/20 expenditures, this action increases the project carryover by \$6,305 (from \$552,756 to \$559,061). The revised FY 2020/21 project budget is \$559,061.
Urban Runoff Pollution Prevention Program Project Expenditure Carryover Adjustment		(869)	Based on actual FY 2019/20 expenditures, this action decreases the project carryover by \$869 (from \$55,000 to \$54,131). The revised FY 2020/21 project budget is \$354,131.
Unrestricted Ending Fund Balance		226,643	This change to the Ending Fund Balance offsets the recommended actions above.
	259,372	259,372	

Street Lighting Capital Fund (534)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance	70,039		This action increases the Beginning Fund Balance from \$6,117,893 to \$6,187,932 as a result of FY 2019/20 year-end actuals reconciliation.
Great America Street Light Replacement Project - Expenditure Carryover Adjustment		(271)	Based on actual FY 2019/20 expenditures, this action decreases the project carryover by \$271 (from \$4,100,727 to \$4,100,456). The revised FY 2020/21 project budget is \$4,100,456.

FY2020/21 Budget Amendments Capital Improvement Program Funds

Street Lighting Capital Fund (534) (Cont'd.)

Item	Source of Funds	Use of Funds	Explanation
Miscellaneous Street Lighting Project - Expenditure Carryover Adjustment		1,323	Based on actual FY 2019/20 expenditures, this action increases the project carryover by \$1,323 (from \$45,000 to \$46,323). The revised FY 2020/21 project budget is \$171,323.
Transfers to Electric Utility Operating Fund		110,211	This action establishes a Transfers Out to the Electric Utility Operating Fund in the amount of \$110,211 to return unspent funds from a closed project.
Ending Fund Balance		(41,224)	This change to the Ending Fund Balance offsets the recommended actions above and decreases from \$250,784 to 209,560.
	70,039	70,039	

Streets and Highways Capital Fund (533)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Unrestricted	11,273,403		This action increases the Unrestricted Beginning Fund Balance from \$13,194,231 to \$24,467,634 as a result of FY 2019/20 year-end actuals reconciliation.
Agnew Road At-Grade Crossing Project - Expenditure Carryover Adjustment		(364)	Based on actual FY 2019/20 expenditures, this action decreases the project carryover by \$364 (from \$566,768 to \$566,404). The revised FY 2020/21 project budget is \$566,404.
Annual Street Maintenance and Rehabilitation Program Project Revenue Carryover Adjustment - Vehicle Registration Fees	(350,000)		Based on actual FY 2019/20 revenues associated with this project, this action decreases the revenue carryover for this project by \$350,000 (from \$8,013,106 to \$7,663,106) to align the revenues with actual receipts by fiscal year. This reflects vehicle registration fees received in FY 2019/20 that were above the amount assumed when the initial revenue carryover review was completed for inclusion in the FY 2020/21 Adopted Budget. This amount no longer needs to be carried over to FY 2020/21.

FY2020/21 Budget Amendments Capital Improvement Program Funds

Streets and Highways Capital Fund (533) (Cont'd.)

Item	Source of Funds	Use of Funds	Explanation
Annual Street Maintenance and Rehabilitation Program Project - Expenditure Carryover Adjustment		7,796,006	Based on actual FY 2019/20 expenditures, this action increases the project carryover by \$7,796,006 (from \$543,309 to \$8,339,315). The revised FY 2020/21 project budget is \$16,429,400.
Bowers Avenue Signal Timing Project - Expenditure Carryover Adjustment		112,399	Based on actual FY 2019/20 expenditures, this action increases the project carryover by \$112,399 (from \$0 to \$112,399). The revised FY 2020/21 project budget is \$112,399.
HAWK Beacon at Scott and Harrison Project - Expenditure Carryover Adjustment		750,000	Based on actual FY 2019/20 expenditures, this action increases the project carryover by \$750,000 (from \$0 to \$750,000). The revised FY 2020/21 project budget is \$750,000.
Homestead Road Signal Timing Project - Expenditure Carryover Adjustment		53,600	Based on actual FY 2019/20 expenditures, this action increases the project carryover by \$53,600 (from \$2,880 to \$56,480). The revised FY 2020/21 project budget is \$56,480.
Lawrence Grade Separation Project - Expenditure Carryover Adjustment		15,000	Based on actual FY 2019/20 expenditures, this action increases the project carryover by \$15,000 (from \$0 to \$15,000). The revised FY 2020/21 project budget is \$15,000.
Lick Mill Blvd Signal Timing Project - Expenditure Carryover Adjustment		47,532	Based on actual FY 2019/20 expenditures, this action increases the project carryover by \$47,532 (from \$0 to \$47,532). The revised FY 2020/21 project budget is \$47,532.
Pedestrian and Bicycle Enhancement Facilities Project - Expenditure Carryover Adjustment		47,168	Based on actual FY 2019/20 expenditures, this action increases the project carryover by \$47,168 (from \$334,276 to \$381,444). The revised FY 2020/21 project budget is \$1,581,444.
Public Right-of-Way Landscaping Improvement Project - Expenditure Carryover Adjustment		26,144	Based on actual FY 2019/20 expenditures, this action increases the project carryover by \$26,144 (from \$209,566 to \$235,710). The revised FY 2020/21 project budget is \$235,710.

FY2020/21 Budget Amendments Capital Improvement Program Funds

Streets and Highways Capital Fund (533) (Cont'd.)

Item	Source of Funds	Use of Funds	Explanation
Santa Clara Citywide ITS Project 1 - Revenue Carryover Adjustment - Other Agencies Revenue	(66,471)		Based on actual FY 2019/20 revenues associated with this project, this action decreases the revenue carryover by \$66,471 (from \$500,000 to \$433,530) to align the revenues with actual receipts by fiscal year. This reflects the partial receipt of grant funding in FY 2019/20 that was above the amount assumed when the initial revenue carryover review was completed for inclusion in the FY 2020/21 Adopted Budget. This amount no longer needs to be carried over to FY 2020/21.
Santa Clara Citywide ITS Project 2 - Revenue Carryover Adjustment - Other Agencies Revenue	(64,823)		Based on actual FY 2019/20 revenues associated with this project, this action decreases the revenue carryover by \$64,823 (from \$500,000 to \$435,177) to align the revenues with actual receipts by fiscal year. This reflects the partial receipt of grant funding in FY 2019/20 that was above the amount assumed when the initial revenue carryover review was completed for inclusion in the FY 2020/21 Adopted Budget. This amount no longer needs to be carried over to FY 2020/21.
Santa Clara Various Streets and Roads Preservation (OBAG 2) Project - Expenditure Carryover Adjustment		(3,953,072)	Based on actual FY 2019/20 expenditures, this action decreases the project carryover by \$3,953,072 (from \$3,953,072 to \$0). The revised FY 2020/21 project budget is \$0.
Saratoga Creek Trail (Homeridge Park to Central Park) Project - Expenditure Carryover Adjustment		(23,671)	Based on actual FY 2019/20 expenditures, this action decreases the project carryover by \$23,671 (from \$4,241,221 to \$4,217,550). The revised FY 2020/21 project budget is \$4,217,550.
Scott Boulevard Signal Timing Project - Expenditure Carryover Adjustment		(14,448)	Based on actual FY 2019/20 expenditures, this action decreases the project carryover by \$14,448 (from \$342,327 to \$327,879). The revised FY 2020/21 project budget is \$327,879.

FY2020/21 Budget Amendments Capital Improvement Program Funds

Streets and Highways Capital Fund (533) (Cont'd.)

Item	Source of Funds	Use of Funds	Explanation
Sidewalk, Curb and Gutter Repair Project - Expenditure Carryover Adjustment		28,762	Based on actual FY 2019/20 expenditures, this action increases the project carryover by \$28,762 (from \$50,000 to \$78,762). The revised FY 2020/21 project budget is \$458,762.
SRTS Pedestrian Infrastructure Improvements Project - Expenditure Carryover Adjustment		54,041	Based on actual FY 2019/20 expenditures, this action increases the project carryover by \$54,041 (from \$2,222 to \$56,263). The revised FY 2020/21 project budget is \$56,263.
Traffic Pre-Emptors Project - Expenditure Carryover Adjustment		(2,974)	Based on actual FY 2019/20 expenditures, this action decreases the project carryover by \$2,974 (from \$582,265 to \$579,292). The revised FY 2020/21 project budget is \$729,291.
Traffic Signal Enhancements Project - Expenditure Carryover Adjustment		(19,845)	Based on actual FY 2019/20 expenditures, this action decreases the project carryover by \$19,845 (from \$147,169 to \$127,324). The revised FY 2020/21 project budget is \$127,324.
Traffic Signal Installation – Pruneridge Ave/Cronin Dr Intersection Project - Expenditure Carryover Adjustment		24,668	Based on actual FY 2019/20 expenditures, this action increases the project carryover by \$24,668 (from \$0 to \$24,668). The revised FY 2020/21 project budget is \$24,668.
Traffic Signal Controller Upgrade Project - Revenue Carryover Adjustment - Other Agencies Revenue	(400,000)		Based on actual FY 2019/20 revenues associated with this project, this action decreases the revenue carryover by \$400,000 (from \$400,000 to \$0) to align the revenues with actual receipts by fiscal year. This reflects other agency revenue received in FY 2019/20 that was above the amount assumed when the initial revenue carryover review was completed for inclusion in the FY 2020/21 Adopted Budget. This amount no longer needs to be carried over to FY 2020/21.
Unrestricted Ending Fund Balance		5,451,163	This change to the Ending Fund Balance offsets the recommended actions above.
	10,392,109	10,392,109	

FY2020/21 Budget Amendments Capital Improvement Program Funds

Water Utility Capital Fund (592)

Item	Source of Funds	Use of Funds	Explanation
Beginning Fund Balance Reconciliation - Unrestricted	10,317,984		This action increases the Unrestricted Beginning Fund Balance from \$6,139,784 to \$16,457,768 as a result of FY 2019/20 year-end actuals reconciliation.
Unrestricted Ending Fund Balance		10,317,984	This change to the Ending Fund Balance offsets the recommended actions above.
	10,317,984	10,317,984	

Summary of Other Funds Performance

Special Revenue Fund Revenues FY 2019/20 Final Budget vs. Actual by Fund

Fund Description	Final Budget	Actual Revenues	Variance Favorable/ (Unfavorable)	Percent Variance
Certified Access Specialist (CASp) Certification and Training Fund	87,468	91,016	3,548	4.1%
City Affordable Housing Fund	696,703	768,566	71,863	10.3%
Community Activities Fund	0	(150)	(150)	N/A
Community Facilities District No. 2019-1 (Lawrence Station) Fund	118,000	117,551	(449)	-0.4%
Convention Center Maintenance District Fund	1,698,118	1,705,943	7,825	0.5%
Downtown Parking Maintenance District Fund	160,183	162,307	2,124	1.3%
Endowment Care Fund	110,000	150,218	40,218	36.6%
Engineering Operating Grant Trust Fund	841,036	203,503	(637,533)	-75.8%
Expendable Trust Fund	2,108,192	1,969,431	(138,761)	-6.6%
Fire Operating Grant Trust Fund	405,316	94,342	(310,975)	-76.7%
Gas Tax Fund	3,755,411	3,170,951	(584,460)	-15.6%
Housing and Urban Development Fund	4,525,626	1,823,665	(2,701,961)	-59.7%
Housing Authority Fund	260,000	465,865	205,865	79.2%
Housing Successor Agency Fund	12,031,000	1,343,393	(10,687,607)	-88.8%
Library Donations Trust Fund	0	512	512	N/A
Library Operating Grant Fund	50,500	73,072	22,572	44.7%
Other City Departments Operating Grant Trust Fund	4,387,991	3,789,906	(598,085)	-13.6%
Parks and Recreation Operating Grant Trust Fund	168,504	148,611	(19,893)	-11.8%
Perpetual Care Fund	500	719	219	43.8%
Police Operating Grant Trust Fund	2,020,674	1,426,068	(594,606)	-29.4%
Public Donations Fund	458,908	515,433	56,525	12.3%
Public, Educational, and Governmental Fee Fund	2,056,894	2,307,510	250,616	12.2%
Recreation Programs Operations Fund	0	55,003	55,003	N/A
Road Maintenance Rehabilitation (SB1) Fund	2,050,000	2,086,384	36,384	1.8%
Traffic Mitigation Fee Fund	899,780	344,057	(555,723)	-61.8%
Total	38,890,805	22,813,875	(16,076,929)	-41.3%

**Special Revenue Fund Expenditures
FY 2019/20 Final Budget vs. Actual by Fund**

Fund Description	Final Budget	Actual Expenditures/ Encumbrances	Variance Favorable/ (Unfavorable)	Percent Variance
Certified Access Specialist (CASp) Certification and Training Fund	44,995	18,151	26,844	59.7%
City Affordable Housing Fund	9,208,575	1,610,276	7,598,300	82.5%
Community Activities Fund	348,211	348,060	151	0.0%
Community Facilities District No. 2019-1 (Lawrence Station) Fund	94,400	3,120	91,280	96.7%
Convention Center Maintenance District Fund	1,716,286	1,762,623	(46,337)	-2.7%
Downtown Parking Maintenance District Fund	321,454	265,277	56,177	17.5%
Endowment Care Fund	20,000	30,820	(10,820)	-54.1%
Engineering Operating Grant Trust Fund	815,310	776,915	38,395	4.7%
Expendable Trust Fund	3,145,411	2,539,414	605,997	19.3%
Fire Operating Grant Trust Fund	403,280	31,320	371,961	92.2%
Gas Tax Fund	4,254,548	4,254,548	0	0.0%
Housing and Urban Development Fund	5,238,691	3,111,305	2,127,386	40.6%
Housing Authority Fund	561,454	143,485	417,968	74.4%
Housing Successor Agency Fund	17,646,206	724,792	16,921,414	95.9%
Library Donations Trust Fund	179,212	0	179,212	100.0%
Library Operating Grant Fund	90,518	72,018	18,501	20.4%
Other City Departments Operating Grant Trust Fund	4,387,991	4,387,991	0	0.0%
Parks and Recreation Operating Grant Trust Fund	176,543	134,504	42,039	23.8%
Perpetual Care Fund	500	719	(219)	-43.8%
Police Operating Grant Trust Fund	2,811,509	978,802	1,832,706	65.2%
Public Donations Fund	533,572	223,397	310,175	58.1%
Public, Educational, and Governmental Fee Fund	971,941	167,670	804,271	82.7%
Recreation Programs Operations Fund	707,468	762,471	(55,003)	-7.8%
Road Maintenance Rehabilitation (SB1) Fund	2,403,979	2,403,979	0	0.0%
Traffic Mitigation Fee Fund	1,681,780	1,681,780	0	0.0%
Total	57,763,832	26,433,434	31,330,398	54.2%

Summary of Other Funds Performance

Enterprise Fund Revenues FY 2019/20 Final Budget vs. Actual by Fund

Fund Description	Final Budget	Actual Revenue	Variance Favorable/ (Unfavorable)	Percent Variance
Cemetery Fund	1,369,140	1,200,961	(168,179)	-12.3%
Convention Center Enterprise Fund	24,234,540	14,269,507	(9,965,033)	-41.1%
Electric Grant Operating Trust Fund	31,863,977	30,952,805	(911,172)	-2.9%
Electric Utility Fund	498,649,721	481,196,723	(17,452,998)	-3.5%
Sewer Utility Fund	44,181,738	41,994,491	(2,187,247)	-5.0%
Solid Waste Fund	28,045,823	26,655,728	(1,390,095)	-5.0%
Water Recycling Fund	6,769,200	6,430,032	(339,168)	-5.0%
Water Utility Fund	53,427,993	51,927,408	(1,500,585)	-2.8%
Total	688,542,132	654,627,654	(33,914,478)	-4.9%

Enterprise Fund Expenditures FY 2019/20 Final Budget vs. Actual by Fund

Fund Description	Final Budget	Actual Expenditures/ Encumbrances	Variance Favorable/ (Unfavorable)	Percent Variance
Cemetery Fund	1,401,792	1,189,947	211,845	15.1%
Convention Center Enterprise Fund	23,623,808	15,397,875	8,225,933	34.8%
Electric Grant Operating Trust Fund	32,876,156	24,759,754	8,116,402	24.7%
Electric Utility Fund	490,159,241	450,668,866	39,490,375	8.1%
Sewer Utility Fund	34,537,917	33,492,377	1,045,540	3.0%
Solid Waste Fund	28,845,496	25,479,893	3,365,603	11.7%
Water Recycling Fund	6,419,013	5,610,266	808,747	12.6%
Water Utility Fund	62,474,455	57,620,476	4,853,979	7.8%
Total	680,337,878	614,219,455	66,118,423	9.7%

Summary of Other Funds Performance

Internal Service Fund Revenues FY 2019/20 Final Budget vs. Actual by Fund

Fund Description	Final Budget	Actual Revenues	Variance Favorable/ (Unfavorable)	Percent Variance
Communication Acquisitions Fund	482,311	401,794	(80,517)	-16.7%
Fleet Operations Fund	5,077,437	5,058,041	(19,396)	-0.4%
Information Technology Services Fund	13,303,132	13,303,135	3	0.0%
Public Works Capital Projects Management Fund	3,723,666	3,679,835	(43,831)	-1.2%
Special Liability Insurance Fund	12,007,121	12,088,374	81,253	0.7%
Workers' Compensation Fund	6,229,453	6,451,017	221,564	3.6%
Unemployment Insurance Fund	0	0	0	N/A
Vehicle Replacement Fund	4,161,332	4,220,654	59,322	1.4%
Total	44,984,452	45,202,850	218,398	0.5%

Internal Service Fund Expenditures FY 2019/20 Final Budget vs. Actual by Fund

Fund Description	Final Budget	Actual Expenditures/ Encumbrances	Variance Favorable/ (Unfavorable)	Percent Variance
Communication Acquisitions Fund	575,631	339,285	236,346	41.1%
Fleet Operations Fund	5,100,609	4,953,287	147,322	2.9%
Information Technology Services Fund	14,473,172	14,124,058	349,115	2.4%
Public Works Capital Projects Management Fund	3,723,666	3,679,835	43,831	1.2%
Special Liability Insurance Fund	9,953,269	9,524,863	428,406	4.3%
Workers' Compensation Fund	4,803,000	5,028,347	(225,347)	-4.7%
Unemployment Insurance Fund	90,700	90,631	69	0.1%
Vehicle Replacement Fund	5,060,799	4,207,641	853,158	16.9%
Total	43,780,846	41,947,946	1,832,900	4.2%

Summary of Other Funds Performance

Debt Service Fund Revenues FY 2019/20 Final Budget vs. Actual by Fund

Fund Description	Final Budget	Actual Revenue	Variance Favorable/ (Unfavorable)	Percent Variance
Electric Utility Debt Service Fund	113,820,357	113,909,382	89,026	0.1%
Public Facilities Financing Corportion Fund	1,718,672	1,721,147	2,475	0.1%
Sewer Utility Debt Service Fund	52,438,223	22,438,223	(30,000,000)	-57.2%
Total	167,977,252	138,068,753	(29,908,499)	-17.8%

Debt Service Fund Expenditures FY 2019/20 Final Budget vs. Actual by Fund

Fund Description	Final Budget	Actual Expenditures/ Encumbrances	Variance Favorable/ (Unfavorable)	Percent Variance
Electric Utility Debt Service Fund	133,297,969	130,979,972	2,317,997	1.7%
Public Facilities Financing Corportion Fund	2,506,053	2,502,740	3,313	0.1%
Sewer Utility Debt Service Fund	52,438,223	20,939,165	31,499,058	60.1%
Total	188,242,245	154,421,878	33,820,367	18.0%

Summary of Other Funds Performance

Other Agency Fund Revenues FY 2019/20 Final Budget vs. Actual by Fund

Fund Description	Final Budget	Actual Revenue	Variance Favorable/ (Unfavorable)	Percent Variance
Santa Clara Golf and Tennis Club Fund	1,001,326	906,932	(94,395)	-9.4%
Sports and Open Space Authority Capital Fund	0	0	0	N/A
Sports and Open Space Authority Fund	1,002	546	(456)	-45.5%
Total	1,002	546	(456)	-45.5%

Other Agency Fund Expenditures FY 2019/20 Final Budget vs. Actual by Fund

Fund Description	Final Budget	Actual Expenditures/ Encumbrances	Variance Favorable/ (Unfavorable)	Percent Variance
Santa Clara Golf and Tennis Club Fund	988,558	894,164	94,393	9.5%
Sports and Open Space Authority Capital Fund	157,486	157,486	0	0.0%
Sports and Open Space Authority Fund	11,673	11,473	200	1.7%
Total	169,159	168,959	200	0.1%

Summary of Other Funds Performance

Capital Improvement Program Fund Revenues FY 2019/20 Final Budget vs. Actual by Fund

Fund Description	Final Budget	Actual Revenues	Variance Favorable/ (Unfavorable)	Percent Variance
Cemetery Capital Fund	0	0	0	N/A
Electric Utility Capital Fund	68,983,155	48,777,005	(20,206,149)	-29.3%
Fire Department Capital Fund	679,982	665,049	(14,933)	-2.2%
General Government Capital Fund	2,494,702	2,139,322	(355,380)	-14.2%
Library Department Capital Fund	10,633	10,633	0	0.0%
Parks and Recreation Capital Fund	10,724,331	9,926,127	(798,204)	-7.4%
Public Buildings Capital Fund	4,097,571	3,020,059	(1,077,512)	-26.3%
Recycled Water Capital Fund	50,000	50,000	0	0.0%
Related Santa Clara Developer Fund	1,522,833	225,128	(1,297,705)	-85.2%
Sewer Utility Capital Fund	58,172,971	40,041,092	(18,131,879)	-31.2%
Solid Waste Capital Fund	1,224,494	491,418	(733,076)	-59.9%
Storm Drain Capital Fund	6,530,919	6,430,960	(99,959)	-1.5%
Street Lighting Capital Fund	348,355	171,100	(177,255)	-50.9%
Streets and Highways Capital Fund	32,475,485	15,452,444	(17,023,041)	-52.4%
Water Utility Capital Fund	13,585,735	13,642,760	57,025	0.4%
Total	200,901,166	141,043,098	(59,858,067)	-29.8%

**Capital Improvement Program Fund Expenditures
FY 2019/20 Final Budget vs. Actual by Fund**

Fund Description	Final Budget	Actual Expenditures/ Encumbrances	Variance Favorable/ (Unfavorable)	Percent Variance
Cemetery Capital Fund	28,085	28,085	0	0.0%
Electric Utility Capital Fund	161,291,279	48,013,300	113,277,979	70.2%
Fire Department Capital Fund	1,389,713	471,206	918,507	66.1%
General Government Capital Fund	17,000,159	5,178,558	11,821,601	69.5%
Library Department Capital Fund	245,266	43,287	201,979	82.4%
Parks and Recreation Capital Fund	38,902,168	28,397,444	10,504,724	27.0%
Public Buildings Capital Fund	12,725,172	2,224,884	10,500,287	82.5%
Recycled Water Capital Fund	50,000	0	50,000	100.0%
Related Santa Clara Developer Fund	1,522,833	554,122	968,711	63.6%
Sewer Utility Capital Fund	88,983,805	58,539,292	30,444,512	34.2%
Solid Waste Capital Fund	1,387,341	669,608	717,732	51.7%
Storm Drain Capital Fund	9,449,409	3,662,119	5,787,290	61.2%
Street Lighting Capital Fund	6,190,769	76,365	6,114,404	98.8%
Streets and Highways Capital Fund	58,411,647	20,531,152	37,880,495	64.9%
Water Utility Capital Fund	26,627,779	12,480,459	14,147,320	53.1%
Total	424,205,425	180,869,882	243,335,543	57.4%

Summary of Beginning and Ending Fund Balance Adjustments

Fund No.	Fund	Reserve	FY 2019/20 Estimated Ending Fund Balance	FY 2019/20 Actual Ending Fund Balance	Variance	FY 2020/21 Adopted Ending Fund Balance	FY 2020/21 Amended Ending Fund Balance	Variance
General Fund								
1	General Fund	Budget Stabilization Reserve	80,369,307	79,939,635	(429,672)	57,709,688	54,197,657	(3,512,031)
1	General Fund	Capital Projects Reserve	28,106,381	29,014,222	907,841	1,958,983	5,456,558	3,497,575
1	General Fund	Reserve for Programmed Capital Projects	0	0	0	11,038,674	11,038,674	0
1	General Fund	Building Inspection Reserve	13,158,357	14,105,480	947,123	12,284,067	18,013,097	5,729,030
1	General Fund	Advanced Planning Fee Reserve	947,123	642,410	(304,713)	847,123	861,194	14,071
1	General Fund	Technology Fee Reserve	284,129	770,771	486,642	485,129	971,771	486,642
1	General Fund	Land Sale Reserve	23,184,738	22,782,507	(402,231)	23,908,392	23,670,767	(237,625)
1	General Fund	Pension Stabilization Reserve	19,881,504	21,597,338	1,715,834	19,881,504	21,597,338	1,715,834
1	General Fund	Historical Preservation Reserve	88,445	90,096	1,651	88,445	90,096	1,651
1	General Fund	Santana West Reserve	5,000,000	5,000,000	0	5,000,000	5,000,000	0
1	General Fund	Unrestricted Fund Balance	209,450	2,328,379	2,118,929	0	0	0

Summary of Beginning and Ending Fund Balance Adjustments

Fund No.	Fund	Reserve	FY 2019/20 Estimated Ending Fund Balance	FY 2019/20 Actual Ending Fund Balance	Variance	FY 2020/21 Adopted Ending Fund Balance	FY 2020/21 Amended Ending Fund Balance	Variance
Special Revenue Funds								
220	Certified Access Specialist (CASp) Training and Certification Fund	Unrestricted Fund Balance	48,806	72,865	24,059	48,806	24,865	(23,941)
165	City Affordable Housing Fund	Unrestricted Fund Balance	984,223	7,847,734	6,863,511	209,154	272,665	63,511
84	Community Activities Fund	Unrestricted Fund Balance	0	0	0	0	0	0
27	Community Facilities District No. 2019-1 Fund	Capital Reserve	23,600	23,510	(90)	48,280	62,961	14,681
27	Community Facilities District No. 2019-1 Fund	Unrestricted Fund Balance	0	90,921	90,921	0	90,921	90,921
26	Convention Center Maintenance District Fund	Unrestricted Fund Balance	110,327	70,602	(39,725)	99,896	70,602	(29,294)
25	Downtown Parking Maintenance District Fund	Reserve for Maintenance	275,460	276,243	783	288,909	289,692	783
25	Downtown Parking Maintenance District Fund	Unrestricted Fund Balance	353,559	369,833	16,274	357,119	373,393	16,274
77	Endowment Care Fund	Unrestricted Fund Balance	1,678,026	1,697,424	19,398	1,768,026	1,787,424	19,398
144	Engineering Operating Grant Trust Fund	Unrestricted Fund Balance	49,621	(599,137)	(648,758)	0	0	0
79	Expendable Trust Fund	Unrestricted Fund Balance	166,000	467,235	301,235	0	0	0

Summary of Beginning and Ending Fund Balance Adjustments

Fund No.	Fund	Reserve	FY 2019/20 Estimated Ending Fund Balance	FY 2019/20 Actual Ending Fund Balance	Variance	FY 2020/21 Adopted Ending Fund Balance	FY 2020/21 Amended Ending Fund Balance	Variance
178	Fire Operating Grant Trust Fund	Unrestricted Fund Balance	0	60,986	60,986	0	0	0
121	Gas Tax Fund	Unrestricted Fund Balance	69,087	273,180	204,093	601,231	805,324	204,093
562	Housing and Urban Development Fund	Unrestricted Fund Balance	952,583	378,009	(574,575)	952,583	378,009	(574,575)
164	Housing Authority Fund	Unrestricted Fund Balance	3,417,044	3,624,136	207,092	3,149,822	3,356,914	207,092
169	Housing Successor Agency Fund	Unrestricted Fund Balance	9,299,125	13,072,677	3,773,552	3,865,181	2,638,733	(1,226,448)
72	Library Donations Trust Fund	Unrestricted Fund Balance	179,707	179,733	26	179,707	521	(179,186)
112	Library Operating Grant Trust Fund	Unrestricted Fund Balance	12,140	41,324	29,184	640	30,323	29,683
101	Other City Departments Operating Grant Trust Fund	Unrestricted Fund Balance	0	(598,085)	(598,085)	0	0	0
111	Parks and Recreation Operating Grant Trust Fund	Unrestricted Fund Balance	845	22,983	22,138	845	22,983	22,138
76	Perpetual Care Fund	Unrestricted Fund Balance	38,244	38,244	0	38,244	38,244	0
177	Police Operating Grant Trust Fund	Unrestricted Fund Balance	0	1,238,104	1,238,104	0	0	0
67	Public Donations Fund	Unrestricted Fund Balance	0	366,699	366,699	0	0	0

Summary of Beginning and Ending Fund Balance Adjustments

Fund No.	Fund	Reserve	FY 2019/20 Estimated Ending Fund Balance	FY 2019/20 Actual Ending Fund Balance	Variance	FY 2020/21 Adopted Ending Fund Balance	FY 2020/21 Amended Ending Fund Balance	Variance
221	Public, Educational and Governmental (PEG) Fee Fund	Unrestricted Fund Balance	1,216,839	2,204,211	987,372	1,366,839	2,354,211	987,372
41	Recreation Programs Operations Fund	Unrestricted Fund Balance	0	0	0	0	0	0
122	Road Maintenance and Rehabilitation (SB1) Fund	Unrestricted Fund Balance	353,336	55,741	(297,595)	478,336	180,741	(297,595)
82	Special Liability Insurance Fund	Unrestricted Fund Balance	4,009,901	925,717	(3,084,185)	0	925,717	925,717
123	Traffic Mitigation Fund	Unrestricted Fund Balance	4,261,376	3,111,153	(1,150,223)	3,939,349	2,789,153	(1,150,196)
Enterprise Funds								
93	Cemetery Fund	Unrestricted Fund Balance	25,746	78,413	52,667	321	52,988	52,667
860	Convention Center Enterprise Fund	Unrestricted Fund Balance	644,934	4,589,785	3,944,851	128,554	4,073,404	3,944,850
860	Convention Center Enterprise Fund	Operating Surplus	1,329,882	230,470	(1,099,412)	4,400,920	3,301,508	(1,099,412)
191	Electric Operating Grant Trust Fund	Public Benefits Program Fund Balance	34,580,314	39,749,660	5,169,346	34,697,619	40,514,538	5,816,918
191	Electric Operating Grant Trust Fund	Low Carbon Fuel Program Fund Balance	788,141	2,784,760	1,996,619	788,141	2,779,222	1,991,081
191	Electric Operating Grant Trust Fund	Greenhouse Gas Program Fund Balance	0	39,290	39,290	0	39,290	39,290
91	Electric Utility Fund	Pension Stabilization Reserve	4,748,792	5,165,892	417,100	5,676,145	6,093,245	417,100

Summary of Beginning and Ending Fund Balance Adjustments

Fund No.	Fund	Reserve	FY 2019/20 Estimated Ending Fund Balance	FY 2019/20 Actual Ending Fund Balance	Variance	FY 2020/21 Adopted Ending Fund Balance	FY 2020/21 Amended Ending Fund Balance	Variance
91	Electric Utility Fund	Unrestricted Fund Balance	24,665,397	49,953,093	25,287,696	39,414,829	61,984,060	22,569,231
91	Electric Utility Fund	Rate Stabilization Reserve	44,898,011	44,898,011	0	45,161,760	45,161,760	0
91	Electric Utility Fund	Construction Reserve	53,997,200	53,997,200	0	55,354,340	55,354,340	0
91	Electric Utility Fund	Donald Von Raesfeld Power Plant Reserve	5,078,163	78,163	(5,000,000)	5,078,163	78,163	(5,000,000)
91	Electric Utility Fund	Operations and Maintenance Reserve	112,838,357	112,838,357	0	110,087,978	110,431,464	343,486
94	Sewer Utility Fund	Pension Stabilization Reserve	391,148	421,220	30,072	469,378	499,450	30,072
94	Sewer Utility Fund	Replacement and Improvement Reserve	0	0	0	1,507,553	0	(1,507,553)
94	Sewer Utility Fund	Rate Stabilization Reserve	5,126,296	5,126,296	0	2,395,030	2,395,030	0
94	Sewer Utility Fund	Construction Reserve	11,519,142	11,000,000	(519,142)	2,396,928	1,596,928	(800,000)
94	Sewer Utility Fund	Operations and Maintenance Reserve	8,671,076	8,671,076	0	1,835,079	1,835,079	0
94	Sewer Utility Fund	Unrestricted Fund Balance	5,371,697	184,209	(5,187,488)	415,971	519,981	104,010
96	Solid Waste Fund	Operations and Maintenance Reserve	683,574	683,574	0	2,675,520	2,675,520	0
96	Solid Waste Fund	Pension Stabilization Reserve	215,047	230,902	15,855	258,007	273,862	15,855
96	Solid Waste Fund	Rate Stabilization Reserve	2,791,600	2,791,600	0	3,079,900	3,079,900	0

Summary of Beginning and Ending Fund Balance Adjustments

Fund No.	Fund	Reserve	FY 2019/20 Estimated Ending Fund Balance	FY 2019/20 Actual Ending Fund Balance	Variance	FY 2020/21 Adopted Ending Fund Balance	FY 2020/21 Amended Ending Fund Balance	Variance
96	Solid Waste Fund	Unrestricted Fund Balance	4,928,784	4,534,323	(394,461)	493,128	122,326	(370,802)
97	Water Recycling Fund	Pension Stabilization Reserve	49,059	52,809	3,750	58,871	62,621	3,750
97	Water Recycling Fund	Rate Stabilization Reserve	1,340,000	1,340,000	0	2,327,420	2,327,420	0
97	Water Recycling Fund	Operations and Maintenance Reserve	1,560,129	1,560,129	0	1,467,571	1,467,571	0
97	Water Recycling Fund	Unrestricted Fund Balance	146,935	873,344	726,409	195,853	922,261	726,408
97	Water Recycling Fund	Construction Reserve	2,250,000	2,250,000	0	1,943,180	1,943,180	0
92	Water Utility Fund	Pension Stabilization Reserve	997,097	1,073,100	76,003	1,196,516	1,272,519	76,003
92	Water Utility Fund	Replacement and Improvement Reserve	303,090	303,090	0	303,090	303,090	0
92	Water Utility Fund	Water Conservation Reserve	33,125	33,125	0	33,125	33,125	0
92	Water Utility Fund	Rate Stabilization Reserve	1,519,347	1,519,347	0	2,519,347	2,519,347	0
92	Water Utility Fund	Operations and Maintenance Reserve	1,635,580	1,635,580	0	5,635,580	5,635,580	0
92	Water Utility Fund	Construction Reserve	644,317	644,317	0	2,144,317	2,144,317	0
92	Water Utility Fund	Unrestricted Fund Balance	3,991,854	3,766,055	(225,799)	1,083,335	888,785	(194,550)

Summary of Beginning and Ending Fund Balance Adjustments

Fund No.	Fund	Reserve	FY 2019/20 Estimated Ending Fund Balance	FY 2019/20 Actual Ending Fund Balance	Variance	FY 2020/21 Adopted Ending Fund Balance	FY 2020/21 Amended Ending Fund Balance	Variance
Internal Service Funds								
48	Communication Acquisitions Fund	Unrestricted Fund Balance	747,258	727,456	(19,802)	747,258	727,456	(19,802)
53	Fleet Operations Fund	Unrestricted Fund Balance	324,868	422,794	97,926	217,874	315,800	97,926
45	Information Technology Services Fund	Unrestricted Fund Balance	1,518,912	349,117	(1,169,795)	1,518,912	349,117	(1,169,795)
44	Public Works Capital Projects Management Fund	Unrestricted Fund Balance	90,123	0	(90,123)	76,446	323	(76,123)
82	Special Liability Insurance Fund	Reserve for Future Claims	4,000,000	7,000,000	3,000,000	8,009,901	7,000,000	(1,009,901)
87	Unemployment Insurance Fund	Unrestricted Fund Balance	247,565	225,934	(21,631)	176,565	154,934	(21,631)
50	Vehicle Replacement Fund	Unrestricted Fund Balance	2,893,633	3,162,265	268,632	3,356,422	3,625,054	268,632
81	Workers' Compensation Fund	Reserve for Future Claims	2,500,000	2,500,000	0	2,500,000	2,500,000	0
81	Workers' Compensation Fund	Unrestricted Fund Balance	1,231,755	2,422,973	1,191,218	1,231,755	2,422,973	1,191,218

Summary of Beginning and Ending Fund Balance Adjustments

Fund No.	Fund	Reserve	FY 2019/20 Estimated Ending Fund Balance	FY 2019/20 Actual Ending Fund Balance	Variance	FY 2020/21 Adopted Ending Fund Balance	FY 2020/21 Amended Ending Fund Balance	Variance
Debt Service Funds								
431	Public Facilities Financing Corporation Fund	Debt Reserve	711,662	707,202	(4,460)	711,662	707,202	(4,460)
431	Public Facilities Financing Corporation Fund	Unrestricted Fund Balance	7,441	17,690	10,248	7,441	17,690	10,248
491	Electric Utility Debt Service Fund	Bond Reserve	3,630,750	3,632,533	1,783	3,630,750	3,632,533	1,783
491	Electric Utility Debt Service Fund	Reserve for Debt Service	5,477,223	7,882,462	2,405,239	5,581,055	7,986,294	2,405,239
494	Sewer Utility Debt Service Fund	Debt Reserve	2,492,550	4,663,689	2,171,139	2,492,551	4,663,689	2,171,139
Other Agency Funds								
801	Sports and Open Space Authority Fund	Unrestricted Fund Balance	23,664	23,408	(256)	15,124	14,868	(256)
811	Santa Clara Golf and Tennis Club	Unrestricted Fund Balance	0	0	0	0	0	0
840	Sports and Open Space Authority Fund	Unrestricted Fund Balance	0	0	0	0	0	0

Summary of Beginning and Ending Fund Balance Adjustments

Fund No.	Fund	Reserve	FY 2019/20 Estimated Ending Fund Balance	FY 2019/20 Actual Ending Fund Balance	Variance	FY 2020/21 Adopted Ending Fund Balance	FY 2020/21 Amended Ending Fund Balance	Variance
Capital Funds								
593	Cemetery Capital Fund	Unrestricted Fund Balance	0	0	0	0	0	0
591	Electric Utility Capital Fund	Unrestricted Fund Balance	93,973,597	106,831,922	12,858,325	6,599,725	18,395,079	11,795,354
536	Fire Department Capital Fund	Unrestricted Fund Balance	715,373	918,509	203,136	105,933	104,000	(1,933)
539	General Government Capital Fund	Unrestricted Fund Balance	9,967,185	11,466,221	1,499,036	0	92,360	92,360
537	Library Department Capital Fund	Unrestricted Fund Balance	180,860	201,980	21,120	0	0	0
532	Parks and Recreation Capital Fund	Unrestricted Fund Balance	13,881,305	16,648,868	2,767,563	14,200,363	16,048,434	1,848,071
538	Public Buildings Capital Fund	Unrestricted Fund Balance	8,580,754	9,545,483	964,729	111,789	79,766	(32,023)
597	Recycled Water Utility Capital Fund	Unrestricted Fund Balance	1,328,477	1,378,477	50,000	1,328,477	1,378,477	50,000
540	Related Santa Clara Developer Fund	Unrestricted Fund Balance	0	(328,994)	(328,994)	0	14,609	14,609
594	Sewer Utility Capital Fund	Unrestricted Fund Balance	33,665,788	54,687,507	21,021,719	10,867,320	25,210,136	14,342,815
596	Solid Waste Capital Fund	Unrestricted Fund Balance	150,000	272,413	122,413	0	270,995	270,995
535	Storm Drain Capital Fund	Unrestricted Fund Balance	5,576,179	5,835,551	259,372	14,281	240,924	226,643
534	Street Lighting Capital Fund	Unrestricted Fund Balance	6,117,893	6,187,932	70,039	250,784	209,560	(41,224)

Summary of Beginning and Ending Fund Balance Adjustments

Fund No.	Fund	Reserve	FY 2019/20 Estimated Ending Fund Balance	FY 2019/20 Actual Ending Fund Balance	Variance	FY 2020/21 Adopted Ending Fund Balance	FY 2020/21 Amended Ending Fund Balance	Variance
533	Streets and Highways Capital Fund	Unrestricted Fund Balance	13,194,231	24,467,634	11,273,403	866,243	6,317,406	5,451,163
592	Water Utility Capital Fund	Unrestricted Fund Balance	6,139,784	16,457,768	10,317,984	1,639,784	11,957,768	10,317,984



Agenda Report

21-1034

Agenda Date: 1/12/2021

REPORT TO COUNCIL

SUBJECT

Action on the Consideration of the Nomination of the Pomeroy Green Townhouses at the Northeast Corner of Pomeroy Avenue and Benton Street to the National Register of Historic Places

COUNCIL PILLAR

Promote and Enhance Economic, Housing and Transportation Development

BACKGROUND

Pomeroy Green is a 6.5-acre multi-family townhome development project located on the northeast corner of Pomeroy Avenue and Benton Street. The site consists of 78 attached townhouses that are configured in 17 buildings, including a separate clubhouse building. The architectural design style of the project is classified as "mid-century modern" and the project was constructed by well-known merchant-builder Joseph Eichler. Construction was completed in 1963.

The site was nominated to the National Register of Historic Places as a Historic District by Kenneth Kratz, a homeowner in the development. The process for registration on the National Register relies upon a decision made by the State Historical Resources Commission (SHRC). The SHRC review process provides an opportunity for input from the local jurisdiction and considers that input when the SHRC reviews the nomination and takes action at an SHRC meeting (see Attachment 1). The SHRC meeting for this nomination was originally scheduled for November 6; however, the meeting was postponed to January 29, 2021 at the City's request to allow sufficient time for review and response by the City.

As a Certified Local Government (CLG) the City's Historical and Landmarks Commission (HLC) may prepare a report as to whether or not the subject property, in the Commission's opinion, meets the criteria for listing on the National Register. Per the City Code, the HLC is a recommending body to the City Council. However, per the SHRC process, the SHRC will consider both the report from the HLC as well as any report forwarded by the City Council in making their determination. The HLC considered the request at their October 1, 2020 meeting and made a recommendation to support the nomination.

DISCUSSION

The National Register is the nation's inventory of historic places which have national cultural importance of a historical nature. The National Register Criteria for Evaluation (Attachment 3) identifies the range of resources and kinds of significance that qualify historic and prehistoric properties for listing in the National Register. To qualify, at least one of the following four criteria must be met:

- A. The property is associated with events that have made a significant contribution to the broad

- patterns of our history; or
- B. The property is associated with the lives of persons significant in our past; or
- C. The property embodies the distinctive characteristics of a type, period, or method of construction, or that represents the work of a master, or that possesses high artistic values, or that represents a significant and distinguishable entity whose components may lack individual distinction; or
- D. The property has yielded, or may be likely to yield, information important in prehistory or history.

The National Register includes buildings, sites, districts, structures, or objects. Pomeroy Green was nominated as a Historic District. Per the National Register Criteria for Evaluation, a district possesses a significant concentration, linkage, or continuity of sites, buildings, structures, or objects united historically or aesthetically by plan or physical development. A district must be a definable geographic area that can be distinguished from surrounding properties by changes such as density, scale, type, age, style of sites, buildings, structures, and objects, or by documented differences in patterns of historic development or associations.

The application submitted by Mr. Kratz to the State Office of Historic Preservation indicates that Pomeroy Green is eligible for listing as a Historic District on the National Register of Historic Places under Criterion A in the area of Community Planning and Development for its use of cluster development and Criterion C in the areas of Architecture and Landscape Architecture.

Approval of a National Register Historic District would not change or affect the General Plan land use designations of the property or any of the adjacent sites. However, If the SHRC determines that that the property is eligible for listing on the National Register, any future modifications of the property would be required to conform to the Secretary of the Interior standards for modifications to historic structures and future development projects on nearby properties would be required to consider potential effects on the historic significance of Pomeroy Green as part of the California Environmental Quality Act (CEQA) review process required for all discretionary land use entitlements.

Different criteria and procedures are used for the identification of historic resources at the local, state and national listings. Listing of a property at one level does not automatically result in the listing of the property at other levels. The subject site is not currently listed on the City's Historic Resources Inventory (HRI) and a separate application and approval by the City Council would be required in order for the City to add the site to the City's HRI. Should the State approve the site's nomination to the National Register, the City's Historic Preservation Ordinance would not apply to the property unless it was nominated and approved for inclusion on the City's HRI.

The nomination was considered by the HLC at its meeting on October 1, 2020. Approximately 10 public comment letters were received in advance of the HLC meeting in support of the nomination. In addition, five community members spoke in support of the nomination at the meeting. The HLC reviewed the pending National Register application prepared by the applicant (Attachment 2) and recommended that the City Council recommend approval of Pomeroy Green to the National Register of Historic Places as a Historic District to the State Historical Resources Commission. In making their recommendation the HLC relied upon the application materials submitted by Mr. Kratz and a separate report, prepared by a qualified historic expert, was not prepared or considered as part of this process. A copy of the HLC staff report and public correspondence are included as Attachments 4 and 5.

During the HLC hearing a question was raised about the possibility of obtaining a Mills Act contract for the entire 78-unit property. Enrolling the property in a Mills Act contract would require a separate application and hearing process by the City, including listing of the property on the City's HRI.

The City has not previously concluded that a mid-century modern type development warranted listing on the City's HRI. While the applicant has provided a significant amount of information as part of the nomination form, the historic merit of the property has not yet been evaluated by a qualified historian as normally required by the City's process. The City would also need to consider the fiscal implications for the City and residents should the property be placed in a Mills Act contract.

While the HLC did not prepare a formal report in support of their recommendation, as described in the SHRC review process, the City Council may forward their recommendation to the SHRC or may forward a separate recommendation based upon the Council's consideration of the nomination materials. The City Council must take action at the January 12 meeting in order to meet the SHRC review timeline.

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 cost to the City other than administrative staff time and expense.

COORDINATION

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

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>>. The notice of public meeting for this item was posted at three locations within 300 feet of the project site and was mailed to property owners within 300 feet of the project site. Several public comment letters were received in support of the nomination and are included as Attachment 5.

ALTERNATIVES

1. Recommend approval of Pomeroy Green to the National Register of Historic Places as a Historic District to the State Historical Resources Commission.
2. Recommend denial of Pomeroy Green to the National Register of Historic Places as a Historic District to the State Historical Resources Commission.

RECOMMENDATION

No staff recommendation

Reviewed by: Andrew Crabtree, Director of Community Development
Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. State Historical Resources Commission Notification Letter
2. National Register of Historic Places Registration Form
3. National Register Criteria for Evaluation
4. Historical and Landmarks Commission Staff Report of October 1, 2020
5. Correspondence



**DEPARTMENT OF PARKS AND RECREATION
OFFICE OF HISTORIC PRESERVATION**

Armando Quintero, Director

Julianne Polanco, State Historic Preservation Officer
1725 23rd Street, Suite 100, Sacramento, CA 95816-7100
Telephone: (916) 445-7000 FAX: (916) 445-7053
calshpo.ohp@parks.ca.gov www.ohp.parks.ca.gov

September 2, 2020

Rebecca Bustos, Senior Planner
City of Santa Clara, Planning
1500 Warburton Avenue
Santa Clara, California 95050

**RE: Historic Preservation Commission Review and Comment on the Nomination of
Pomeroy Green to the National Register of Historic Places**

Dear Ms. Bustos:

Pursuant to the Certified Local Government Agreement between the Office of Historic Preservation (OHP) and your governmental entity, we are providing your historic preservation commission with a sixty (60) day review and comment period before the State Historical Resources Commission (SHRC) takes action on the above-stated National Register of Historic Places (National Register) nomination at its next meeting. Details on the meeting are enclosed.

As a Certified Local Government under the National Historic Preservation Act of 1966, as amended, your commission may prepare a report as to whether or not such property, in its opinion, meets the criteria for the National Register. Your commission's report should be presented to the Chief Elected Local Official for transmission, along with their comments, to California State Parks, Attn: Office of Historic Preservation, Julianne Polanco, State Historic Preservation Officer, 1725 23rd Street, Suite 100, Sacramento, California 95816. So that the SHRC may have adequate time to consider the comments, it is requested, but not required, that OHP receives written comments fifteen (15) days before the SHRC's meeting. If you have questions or require further information, please contact the Registration Unit at (916) 445-7009.

As of January 1, 1993, all National Register properties are automatically included in the California Register of Historical Resources and afforded consideration in accordance with state and local environmental review procedures.

Supplemental information on the National Register is available at our website at the following address:
www.ohp.parks.ca.gov.

Thank you for your assistance in this program.

Sincerely,

Julianne Polanco
State Historic Preservation Officer

United States Department of the Interior
National Park Service

National Register of Historic Places Registration Form

This form is for use in nominating or requesting determinations for individual properties and districts. See instructions in National Register Bulletin, *How to Complete the National Register of Historic Places Registration Form*. If any item does not apply to the property being documented, enter "N/A" for "not applicable." For functions, architectural classification, materials, and areas of significance, enter only categories and subcategories from the instructions.

1. Name of Property

DRAFT

Historic name: Pomeroy Green

Other names/site number: _____

Name of related multiple property listing:

N/A

(Enter "N/A" if property is not part of a multiple property listing)

2. Location

Street & number: 1087-1151 Pomeroy Avenue and 3201-3289 Benton Street

City or town: Santa Clara State: California County: Santa Clara

Not For Publication: ☐ Vicinity: ☐

3. State/Federal Agency Certification

As the designated authority under the National Historic Preservation Act, as amended,

I hereby certify that this nomination ____ request for determination of eligibility meets the documentation standards for registering properties in the National Register of Historic Places and meets the procedural and professional requirements set forth in 36 CFR Part 60.

In my opinion, the property ____ meets ____ does not meet the National Register Criteria. I recommend that this property be considered significant at the following level(s) of significance:

____national ____statewide ____local

Applicable National Register Criteria:

____A ____B ____C ____D

Signature of certifying official/Title:

Date

State or Federal agency/bureau or Tribal Government

In my opinion, the property meets does not meet the National Register criteria.

Signature of commenting official:

Date

Title :

State or Federal agency/bureau
or Tribal Government

Pomeroy Green
Name of Property

Santa Clara, California
County and State

4. National Park Service Certification

I hereby certify that this property is:

- ☐ entered in the National Register
☐ determined eligible for the National Register
☐ determined not eligible for the National Register
☐ removed from the National Register
☐ other (explain:) _____

Signature of the Keeper

Date of Action

5. Classification

Ownership of Property

(Check as many boxes as apply.)

- Private: ☒
- Public – Local ☐
- Public – State ☐
- Public – Federal ☐

Category of Property

(Check only **one** box.)

- Building(s) ☐
- District ☒
- Site ☐
- Structure ☐
- Object ☐

Pomeroy Green
Name of Property

Santa Clara, California
County and State

Number of Resources within Property

(Do not include previously listed resources in the count)

Contributing	Noncontributing	
<u>17</u>	<u> </u>	buildings
<u>1</u>	<u> </u>	sites
<u> </u>	<u> </u>	structures
<u> </u>	<u> </u>	objects
<u>18</u>	<u>0</u>	Total

Number of contributing resources previously listed in the National Register 0

6. Function or Use

Historic Functions

(Enter categories from instructions.)

DOMESTIC/multiple dwelling

SOCIAL/clubhouse

LANDSCAPE/park

Current Functions

(Enter categories from instructions.)

DOMESTIC/multiple dwelling

SOCIAL/clubhouse

LANDSCAPE/park

Pomeroy Green
Name of Property

Santa Clara, California
County and State

7. Description

Architectural Classification

(Enter categories from instructions.)

MODERN MOVEMENT

Materials: (enter categories from instructions.)

Principal exterior materials of the property: Plywood, Concrete, Stucco, Glass

Narrative Description

(Describe the historic and current physical appearance and condition of the property. Describe contributing and noncontributing resources if applicable. Begin with a **summary paragraph** that briefly describes the general characteristics of the property, such as its location, type, style, method of construction, setting, size, and significant features. Indicate whether the property has historic integrity.)

Summary Paragraph

Pomeroy Green is an Eichler Homes, Mid-century Modern multi-family housing complex located on the northeast corner of Pomeroy Avenue and Benton Street, near the western limits of the city of Santa Clara. The complex is in a primarily residential zoned part of the city consisting of tract homes and schools, and a church. The district includes sixteen multifamily buildings of varied configurations ranging from two to eight two-story townhouses per building and a clubhouse set in extensively landscaped grounds. Buildings are oriented on a north-south or east-west axis, and arranged in a manner to enclose motor courts, parking lots, or social spaces. Buildings are constructed of concrete masonry unit walls and post and beam construction, allowing the fronts and backs of each townhouse to feature large expanses of glass windows and sliding glass doors. Wood siding and panels of stucco are also used on the exterior walls. Townhouses are all the same size, and each successive townhouse in a building is a mirror image of its adjacent neighbor. Only small changes have been made to its design and materials, including replacement of some doors and windows, and addition of some fireplaces and additional parking. The district is in good condition and retains historic integrity.

Pomeroy Green
Name of Property

Santa Clara, California
County and State

Narrative Description

Location and Setting

Pomeroy Green has been an owner-occupied multi-family housing cooperative since inception. Owners are shareholders in the cooperative and have the exclusive use of their townhouse unit. Shareholders manage the complex through an elected Board of Directors—five shareholders who meet monthly to determine maintenance and occupancy policies. Day-to-day management of the complex is performed by a professional property manager overseen by the Board. The original construction was inspected by the Federal Housing Administration as well as city building inspectors. The success of Pomeroy Green helped secure the subsequent development of Pomeroy West, another Eichler Homes project in the Mid-century Modern style located across the street to the west. The two complexes share most of the same architectural features.

Pomeroy Green is surrounded by housing from the same period, the 1960s. Tract homes are to the south across Benton Street, and to the north. A church is to the east. The city expanded westward from its origin, called the Old Quad, near the Santa Clara Mission and the railroad on the east side of the city. In contrast to the surrounding tract homes, Pomeroy Green is an oasis of trees, green lawns, and open space (**Photo 7**). In the summer, Pomeroy Green is noticeably cooler due to the trees and ground cover.

The city's housing expansion replaced the fruit orchards that were once the predominant feature of the Santa Clara Valley. The valley is bordered by the Santa Cruz Mountains to the west and south and the Diablo Mountain range to the east. The Santa Cruz Mountains buffer the Pacific Ocean-based winter storms and contribute to the mild Mediterranean climate in the valley. The mild climate allows a wide variety of exotic plants to thrive and numerous architectural styles to succeed, including the modern architecture of Pomeroy Green.

Pomeroy Green was once part of a much larger property, a vanished fruit orchard owned by the Pomeroy family. Benton Street was realigned farther to the south, in a reverse curve design, to accommodate construction. A ranch style single-family house at 1075 Pomeroy Avenue, outside the district boundary, is surrounded on three sides by Pomeroy Green Buildings 6, 14, and 16. Further research is needed to confirm if the ranch house is the last home of the Pomeroy family.

The surrounding neighborhood is suburban in character, mostly single-story residential buildings, and includes two elementary schools and a high school within walking distance. The historic El Camino Real highway is a half-mile to the north and features commercial businesses and connections to public transportation.

Landscape (one contributing site)

Open space prevails between buildings. The site is relatively flat, and landscape and building architecture provide visual interest. Alternating areas of open and closed spaces are interconnected (**Figure 3**). The frontage along Benton Street and Pomeroy Avenue is composed of varying amounts of open space. Some areas are relatively shallow and front buildings, while

Pomeroy Green
Name of Property

Santa Clara, California
County and State

others feature deep open spaces that provide glimpses into the interior of the complex (**Photo 12**). This irregularity creates visual interest in contrast to the regimented pattern of landscaping and pavements in front of the single-family tract homes nearby, a result of the repeated front and side setbacks and other requirements of the zoning ordinances.

The buildings enclose a central common area with clubhouse and pool. Social and recreational spaces also include a playground and basketball court. A small park (**Photo 18**) and herb garden enhance the consistent architectural character of the complex and provide a space for community activity. Those spaces feature trees, benches, and pavements as found elsewhere in the complex and thus help unify the complex. The park includes a circular planting bed with flowering plants surrounded by a circular exposed aggregate walkway with benches. The herb garden features the same concentric circle design and benches.

Spaces are interconnected by pathways between buildings (**Photo 19**). Rectangular shaped exposed aggregate pads placed in lawn areas echo the rectangular shape of the buildings and reinforce the look of the complex. Outdoor lighting and benches are provided along the pathways. The exterior lighting fixtures are globes on steel poles and provide low-level lighting throughout the complex. The globe fixtures continue on the front fences of the townhouse units. They light the parking areas and the trees in front of each unit, illuminating the tree branches and canopy to provide a dramatic visual effect from both the interior and exterior of the units.

The common grounds are extensively landscaped. Approximately three hundred trees are arranged to enclose the driveways, parking lots, and social spaces, as well as to help define pathways. The trees shade the asphalt parking lots and motor courts, as well as the units, and keep the housing complex cooler in summer. Sod and ivy ground cover also contribute to the cooling effect. This shading is particularly welcome because the townhouses do not include air conditioning.

Many original landscape features are extant. The small landscaped park along the backside of Buildings 6 and 14 features sod ground cover, three large elm trees, and numerous benches. The park is separated from the city street by a six-foot high board-and-batten fence. The original oval shaped pool, surrounded by exposed aggregate concrete paving and a bench, is located beyond the clubhouse deck. The tall trees of the park and the pool's shape contrast with the rectangular shape of the surrounding buildings.

Evergreen pear trees (*Pyrus kawakami*) line the long driveways along Buildings 1, 2 and 3 from Pomeroy Avenue and Buildings 7, 8, 9 and 11 from Benton Street, referred to by residents as the long Pomeroy and Benton courts. Further research is necessary to determine if those trees are original. The trees specified on the plans are privet trees (*Ligustrum japonicum*) and Victorian box (*Pittosperum undulatum*), though they would be about the same height as the pear trees, matching the original design intent.

These trees transform the driveway areas into outdoor spaces with well-defined edges. Since a single species of tree is planted on both sides of the driveways at regular intervals, a clean,

Pomeroy Green
Name of Property

Santa Clara, California
County and State

straight line is created. The crowns reach across the width of the driveway, almost touching, thereby enclosing and defining space. The trees define the space and are also efficient in shading pedestrians and driveways from the intense California sun.

Several other spaces at Pomeroy Green are defined by the tree selections. Camphor trees (*Cinnamomum camphora*) are an efficient, functional solution to landscaping a parking lot. Providing shade, they are low maintenance, requiring infrequent and little pruning and leaf litter removal. The trees are of a uniform height with the trees in front of the buildings, thereby extending the tree canopy across the entire lot, helping to define and enclose the space while shading the lot in summer and diverting wind up and over the complex in winter.

The long walkway that runs east-west through the complex, starting at Building 6 and ending at Building 11, is defined by elm trees (*Ulmus parvifolia*) that line the walk on one side. The regular spacing of those trees helps define the edge of the walkway space, enhancing the clean lines of the space. Those elms, along with the pepper trees (*Schinus terebinthifolius*), birch trees (*Betula alba*), and Chinese pistache trees (*Pistacia chinensis*), on the south, west, north, and east sides respectively, surround the clubhouse and pool area. Those trees help to define the space, provide shade over the walkways in summer and help direct the winter winds up and over the complex.

The use of sod for ground cover along the frontage, in the small park, along walkways between buildings, and around the small basketball court, is a practical solution for plantings that must tolerate moderate pedestrian traffic and recreational activity. The Santa Clara Valley Water District, the government agency that delivers water to customers in the valley, has encouraged homeowners to replace sod with drought tolerant plants. Alternatives to sod have been explored by Pomeroy Green residents. The balance of the ground cover is primarily ivy (*Hedra canariensis*), used in locations where little foot traffic is expected, such as borders along walkways and in the medians of the parking courts.

Buildings (seventeen contributing buildings)

General Attributes

Exteriors

Buildings are oriented on an east-west or north-south axis to take advantage of sunlight. The orientation of many of the buildings at ninety degrees to one another and the generous building separations provide privacy as well as allowing unobstructed views in most cases. Each building group is arranged around a driveway or parking lot to facilitate access to automobiles (**Photos 1, 13**). Grouping the buildings around parking lots and driveways blocks vehicular noise from the townhouse backyards. Each townhouse also has an integral carport for one passenger vehicle. The entry door for the townhouse is inside the carport, providing shelter (**Photo 15**). Superior to the secondary entry door found in the garage of a typical single-family detached home, the carport entry door is illuminated by daylight and there is not the added expense of a secondary entrance door.

Pomeroy Green
Name of Property

Santa Clara, California
County and State

The Mid-century Modern architectural style features repeated building elements, modular design and construction, and rectangular shapes. The townhouse units are all the same size and design. Mirrored floor plans contribute to the modular look of the architecture. Townhouses are assembled into rectangular buildings of two, three, four, five, six, and eight townhouses. The architect refers to these buildings as blocks.

Other modular and rectangular elements in the design and construction include flat roofs that further enhance the rectangular look. Entry doors are flush and painted in bright colors to provide a rectangular focal point that emphasizes the modular design. Door height has been standardized at seven feet, matching the height of the underside of the carport roof, so that it visually enhances the sense of the carport space. The carport roofs extend into and away from the townhouse, further emphasizing the carport space. The roof underside features a flat, white-colored surface lit at night. This surface creates a visually distinctive rectangular horizontal plane that directs the eye towards the front door. This planar surface extends beyond the façade of the building intermittently, for every two units, and provides relief to the otherwise long, rectangular building.

The townhouse roofs cantilever four feet beyond the rear wall of the building, forming an overhang that protects the sliding glass windows and doors. They also provide a decorative element since the boards are chamfered along their length, creating a shadow that directs the eye out, from the rooms through the windows, towards the sky. The townhouses and the clubhouse include rectangular walls constructed of concrete masonry units (CMU) laid in a stack bond that echoes the rectangular wall, contributing to the modular design. The CMU walls and wood posts support structural beams that allow the buildings to feature large expanses of glass windows and sliding glass doors.

Windowless walls, made of CMU, on the ends of the buildings provide visual and acoustic privacy between buildings (**Photo 24**) and provide a backdrop for shadows cast by the trees (**Photo 25**). To further enhance privacy, the concrete block walls that separate one townhouse from another extend past the front and rear walls of the homes, obstructing views into neighbors' yards. Light is reflected from those block walls into the interiors of the units (**Photo 26**).

While the rear walls of the townhouses extend from the ground to the roof, creating an imposing impression, the front façade is irregular. In the front of each townhouse, the second floor extends over the front patio, slightly creating a soffit finished in textured stucco. The second floor spans and partially covers the carport, creating a recessed volumetric space in the building's façade (**Photo 27**). The flat carport ceiling, when lit at night, creates a dramatic effect enhanced by the shadow pattern of the two-by-four wood framing near the entry.

Large fixed pane windows and sliding glass doors on the first floor, front and rear façades, visually connect the indoors with the outdoors, and allow a lot of natural light into the buildings. To further maximize sunlight, buildings are oriented on either a north-south or east-west axis, ignoring the alignment with the surrounding city streets. Flat roofs also allow more sunlight on the landscape and adjacent buildings because flat roofs block less sunlight than sloped roofs.

Pomeroy Green
Name of Property

Santa Clara, California
County and State

On the second floor of each townhouse, the front façade features four identical narrow double-hung windows that extend from the floor to the beam near the ceiling. The windows are divided into three parts: a double-hung top and middle over a lower fixed portion. The repeated windows and the block walls emphasize the modular look of the architecture.

Front windows are located on each side of the front bedrooms, next to the interior concrete block walls. This window placement helps to brighten the adjacent interior walls and floors and leaves the center of the wall free for furniture. The symmetrical location of the windows on each unit gives a rhythm to the façade of the entire building and helps to differentiate each unit. Narrow windowsills make the second-floor rooms appear bigger because there is no shadow cast by the sill onto the interior wall.

The second-floor bedrooms at the back of the townhouse are each lit by a sliding glass window, as well as a fixed pane window next to the cement block wall. The fixed pane location allows daylight to fall on the wall surface, improving the overall lighting in the room. Five skylights further illuminate the second-floor rooms. Skylights are above the two full bathrooms, master bedroom, laundry area, and stairwell and second floor hallway.

Interiors

The ground floor features an open-floor plan. The half bathroom in the center effectively separates the various living spaces. Upon entering the unit from the carport, a short hallway leads directly to the stairwell, the living room, and the half bathroom. Opposite the half bathroom is a multipurpose area and kitchen accessed from the hallway or the dining space. The living room and dining area overlook the backyard, and the multipurpose room overlooks the front yard.

A staircase to the second-floor lands at a short hallway that provides access to four bedrooms and two bathrooms. Two bedrooms are located at the front, and two at the back. The master bedroom includes a bathroom and small walk-in closet. All bedrooms include built-in closet space. The second floor also features a laundry area near the bedrooms. A boiler room, including a gas-fired water heater, pumping equipment for the radiant floor heating system, and a potable hot water heater, is also on the second floor. These centralized utilities are an improvement over their garage location as is normally found in other types of housing from the period.

Interior walls and doors are finished with mahogany plywood, stained to darken the color, or gypsum board. The gypsum board is used in areas of high fire risk, such as the boiler room, bedrooms, and in the stairwell. Other finishes include kitchen cabinets with sliding Masonite panels for doors, and cabinet drawers comprised of wood faces affixed to plastic trays that have rounded corners for ease of cleaning. Unusual installations include a stovetop cabinet height lower than industry standards (32 inches versus 36 inches) to allow greater observation and ease of cooking, stovetop controls located toward the front of the appliance for ease of access, a cabinet-mounted wall oven installed at waist height for ease of use, and laundry facilities convenient to bedrooms.

Pomeroy Green
Name of Property

Santa Clara, California
County and State

Yards

Each townhouse features two fenced yards, a small front yard and a larger backyard (**Photo 28**). The yards are accessed through floor to ceiling sliding glass doors that, along with adjacent floor to ceiling fixed-pane glass windows, allow a visual connection between the indoors and outdoors (**Photo 29**). This indoor-outdoor connection visually expands the interior space and is a signature feature of Eichler's Mid-century Modern architecture.

Residents have planted extensively in their front and back yards. Many residents have planted fruit trees; citrus trees in particular thrive here. Flowering plants are found frequently in the front yards. Bougainvillea is a favorite plant in those locations as well as other climbing vines that cover some of the fencing and soften the rectangular architecture.

The front and back yards feature six-foot high fences that separate neighboring townhouses and adjacent properties. Fencing provides privacy for the yards and prevents views into ground floor interiors. The front yard fence includes tongue-and-groove boards placed vertically, facing the public side of the fence. These boards provide a more finished appearance than the board-and-batten fence used in the backyard and help to define and accentuate the rectangular space.

Front yards may include a decorative feature on the inside face of the fence and gate in a section of fence that separates the yard from the carport. This feature consists of vertical wood strips, 1/2" thick by 1-1/2' wide, and spaced 3/4" apart, applied to the fence framing as well as the swinging door that provides access to the carport. This decorative fence treatment disguises the swinging door and makes it look like part of the fence, thereby giving the whole door and fence assembly a planar look emphasizing the space rather than the fence.

Construction Materials

Portland cement concrete floor slabs and block walls, wood framing, plywood, and stucco are used in a manner that expresses their decorative, protective, and structural properties. Aluminum frames of the windows and sliding glass doors have a brushed finish to provide a non-glare surface.

Construction consists of a slab on grade with a steel reinforced spread footing in the concrete block walls. The block walls further serve to separate one unit from another, provide a fire and acoustic barrier between units, and support structural beams that provide support for each townhouse second floor and the clubhouse roof. Exterior wood-framed walls and some interior walls are inserted into the wall/beam structural system and are non-load bearing.

The underside of the carports features a textured gypsum to create the flat, homogeneous surface characteristic of modern architecture. The roof over the townhouse consists of a waterproof membrane supported by 2" by 8" tongue and groove boards that allow for expansion and contraction. The boards are exposed inside the unit, and the joints between the boards creates an interesting pattern.

Pomeroy Green
Name of Property

Santa Clara, California
County and State

The exterior walls, both front and back, feature vertically grooved plywood that contrasts with the long horizontal profile of the buildings. Two stucco panels on the rear wall extend from the head of the glass doors and windows on the first floor to the sill of the sliding glass and fixed pane windows on the second floor. These panels' rectangular shape complements the rectangular windows.

The clubhouse features the same type of modern construction and style as the townhouses. Floor to ceiling fixed windows and sliding glass doors are inserted into the post and beam construction along one side of the room, overlooking the pool and deck (**Photo 16**). The beams and roof extend past the glass wall toward the pool and deck, protecting the interior from the summer sun as well as visually directing attention toward the outdoors. The windows blur the distinction between the interior and exterior spaces, visually extending the sense of space.

Individual Building Descriptions

Unless otherwise noted, windows and doors are original. Condition and alterations are as of December 2018. Overall condition is good. Minor alterations to exterior doors and windows do not compromise integrity. Many residents have remodeled their kitchens to include new cabinets (replacing the sliding Masonite doors with swing type doors), appliances, and fixtures, and most residents have painted the wood paneling a lighter color. Known changes are noted in the individual unit descriptions. Kitchen improvements and window replacements are in the same locations as original features and are reversible, with minimal impact on integrity.

Building 1 1113-1123 Pomeroy Avenue six townhouses
The windows and sliding glass doors of 1117, 1119, and 1123 Pomeroy front and rear façades, have been replaced with vinyl framed equivalents. The interior of 1123 Pomeroy is original (only first floor viewed).

Building 2 1137-1151 Pomeroy Avenue eight townhouses
The windows and sliding glass doors of 1139 Pomeroy front and rear façade, have been replaced with vinyl framed equivalents. Townhouse at 1151 Pomeroy has vinyl framed windows on the second floor, and original windows and sliding glass doors on the ground floor. Entry doors on 1139 and 1151 Pomeroy have applied decoration. The interior of 1151 Pomeroy is original (only first floor viewed).

Building 3 1125-1135 Pomeroy Avenue six townhouses
All the windows on 1125, 1129, and 1131 Pomeroy, except possibly rear façade bottom windows that can't be seen, have been replaced with vinyl framed equivalents. The first floor of the interior of 1125 Pomeroy is original; the wall between the two front bedrooms of the second floor has been removed. The interior of 1131 Pomeroy is original (first and second floors viewed).

Building 4 (Photo 2) 1105-1111 Pomeroy Avenue four townhouses
Entry door to 1107 Pomeroy has applied decoration.

Pomeroy Green
Name of Property

Santa Clara, California
County and State

Building 5 1097-1103 Pomeroy Avenue four townhouses
Townhouse at 1097 Pomeroy has security bars over the second-floor windows.

Building 6 1087-1095 Pomeroy Avenue five townhouses
The windows and sliding glass doors on 1093 Pomeroy have been replaced with vinyl framed equivalents. Townhouses at 1091, 1093, and 1095 Pomeroy have raised panel entry doors and the doors of 1093 and 1095 Pomeroy include fanlights. The interior of 1095 Pomeroy is original (only first floor viewed).

Building 7 3209-3215 Benton Street four townhouses
Second floor windows on 3209 Benton have been replaced with vinyl framed equivalents. The ground floor windows and sliding glass doors are original. Most of the windows on 3211 Benton, have been replaced with vinyl framed equivalents; the fixed pane window next to the rear sliding glass door is original. Townhouse at 3209 Benton has a raised panel door that features a fan light. The interior of 3215 Pomeroy is original (only first floor viewed).

Building 8 3201-3207 Benton Street four townhouses
The windows and sliding glass doors of 3207 Benton have been replaced with vinyl framed equivalents. Townhouse at 3203 Benton has original windows on the second floor of the front façade and the rest of the windows and sliding glass doors have vinyl framed equivalents. Townhouses at 3203 and 3207 Benton have raised panel doors with fanlights. The first floor interior of 3223 Benton is original.

Building 9 3217-3219 Benton Street two townhouses
The windows on the second floor of 3217 Benton have been replaced with vinyl framed equivalents; ground floor windows and sliding glass doors are original. All windows and sliding glass doors of 3219 Benton have been replaced with vinyl framed equivalents.

Building 10 3221-3227 Benton Street four townhouses
The windows and sliding glass doors on 3223 Benton (**Photo 5**, rear façade) have been replaced with vinyl framed equivalents. Entries at 3221, 3223, and 3225 Benton have raised panel doors. The flush door of 3227 Benton has a small amount of applied ornament. The interior of 3223 Benton is original (only first floor viewed).

Building 11 3229-3235 Benton Street four townhouses
The windows and sliding glass doors of 3229 Benton have been replaced with vinyl framed equivalents. Entries at 3229 and 3233 Benton have raised panel doors and fanlights. The interior of 3229 Benton is original (only first floor viewed).

Building 12 3245-3249 Benton Street three townhouses
The windows and sliding glass doors on the front façade of 3245 Benton have been replaced with vinyl framed equivalents. The windows and sliding glass doors on 3247 Benton have been replaced with vinyl framed equivalents. The front façade sliding glass door opening was infilled with framing and stucco to accommodate a smaller replacement sliding glass door. The windows

Pomeroy Green
Name of Property

Santa Clara, California
County and State

and sliding glass doors of 3249 Benton have been replaced with vinyl framed equivalents except for the ground floor front façade where original windows and sliding glass doors are extant. Entries to 3247 and 3249 Benton have raised panel doors with fanlights. The interior of 3245 Benton is original (only first floor viewed).

Building 13 3251-3265 Benton Street eight townhouses
Townhouse at 3257 Benton has replacement aluminum framed windows that appear identical to original windows. The windows and sliding glass doors on 3259 Benton have been replaced with vinyl framed equivalents. Entry doors on 3251, 3259, and 3265 Benton have raised panels. The door at 3259 Benton includes a vinyl frame around the door. The interior of 3257 Benton is original (only first floor viewed).

Building 14 (Photo 8) 3267-3281 Benton Street eight townhouses
The windows and sliding glass doors on 3267 Benton have been replaced with vinyl framed equivalents. The rear façade sliding glass door opening was infilled with framing and stucco to accommodate a smaller replacement sliding glass door. Windows and doors on 3271, 3273, 3279 and 3281 Benton have been replaced with vinyl framed equivalents. On 3277 Benton, only the rear windows and sliding glass doors have been replaced with vinyl framed equivalents. On the second-floor rear façade of 3275 Benton, black anodized window frames have been installed, and on the ground floor rear façade, a 4-foot greenhouse extension has been installed over the sliding glass door opening. Townhouses at 3267, 3273, 3277, 3279, and 3281 Benton have raised panel doors. The interior of 3271 Benton is original (only first floor viewed).

Building 15 (Photo 9) 3237-3243 Benton Street four townhouses
The windows and sliding glass doors of 3237, 3239, and 3241 Benton have been replaced with vinyl framed equivalents. The ground floor windows and sliding glass doors on the rear façade of 3241 Benton cannot be seen. Entry door at 3243 Benton has raised panels and a fanlight, at 3237 Benton has a clear coat finish, and at 3239 Benton has applied decoration.

Building 16 (Photo 10) 3283-3289 Benton Street four townhouses
The windows and sliding glass doors of 3287 and 3289 Benton have been replaced with vinyl framed equivalents. The interiors of 3283 and 3285 Benton are original. The interior of 3289 Benton is mostly original; kitchen cabinets and appliances have been replaced (only first floor viewed).

Clubhouse

The clubhouse features a large gathering place and restrooms next to the clubhouse, separated by a short corridor. Block walls support exposed beams that extend past the glass wall on the south side of the building. The beams and the cantilevered roof they support attract attention and direct it towards the floor to ceiling glass wall and view outside. The original glass wall is made up of three sliding glass doors and fixed pane windows that overlook and provide access to the deck and swimming pool.

Pomeroy Green
Name of Property

Santa Clara, California
County and State

Alterations and Integrity

Pomeroy Green has the same *location* since construction was completed in 1963; no buildings have been added, removed, or moved. The *setting* of the surrounding neighborhood is still residential in character. Pomeroy Green retains all of its original *design* elements of site planning, landscape architecture, and building architecture. Most common areas and circulation networks are maintained as intended by the original design. Minor changes in the outdoor recreation areas include the conversion of two sand boxes to planters and a third to a small basketball court. Some of the exposed aggregate concrete pathways have been replaced with brick in the same footprint as the walkways they replaced (**Photo 30**). Some of the globe lighting fixtures have been replaced with globes approximately the same size as the original. A few additional fixtures of a different style have been installed, which could be replaced with globe fixtures to match the original design. Additional lighting along the pool area pathway is compatible.

Additional landscaping is compatible with the overall design and not noticeable as an addition. Though some plantings have changed from varieties originally specified by the landscape architects, the complex is still lushly landscaped as intended. Evergreen pear trees (*Pyrus kawakamii*) have replaced some mock orange trees (*Pittosporum undulatum*). Maidenhair trees (*Ginkgo biloba*) have replaced some Japanese privet (*Ligustrum japonicum*). Some shrubs have been allowed to grow into small trees.

The townhouses and clubhouse, with few exceptions, retain their original architectural design and building elements. Exceptions are reversible. Fireplaces have been installed at the rear of some of the units, serving the living room and bedrooms above. They are sheathed in the same exterior plywood as the rest of the adjacent wall in order to encase the flue (**Photo 31**). Further research is needed to determine if fireplace installations were part of the original plans since the chases are standardized throughout the complex and integral to the architecture.

Most replacement windows were installed in the original openings. The vinyl replacements are usually white in color, creating a focal point that optically advances in space. This is especially true of the frames that are much wider than the original brushed aluminum frames (**Photo 32**). The original doors and windows visually blend into the façade, occupying the same plane as the surrounding walls. Narrow-framed vinyl windows can be painted to match the aluminum color of the original windows and the wider framed windows can be replaced with new windows to match the original windows more closely. Smaller window and door replacements that required stucco or vinyl infill can be replaced in the future with taller windows and doors more sympathetic to the original design; the original structure around the windows and doors has not been disturbed.

The operation of some of the new windows is different from the original. Some residents have replaced the rear second floor sliding glass windows with double-hung windows, in some instances to install exterior mounted air conditioning units. Other residents have installed continuous windows that required the removal of the wood post that functions in the original

Pomeroy Green
Name of Property

Santa Clara, California
County and State

design as a divider between the sliding glass doors and windows and the adjacent fixed pane windows. Some vinyl framed windows and sliding glass doors have tinted glass rather than clear.

Many of the original front entry flush type doors have been replaced by doors with decorative features and incompatible materials. Shorter, paneled, vinyl, and ornamented doors with fanlights are installations that reflect a desire on the part of some residents to display some traditional ornamentation, a characteristic not normally found in modern architecture. Some door replacements have included adjacent side light/window replacement (**Photo 33**). Originally made of frosted glass, some windows have been changed to hammered glass or safety glass.

Minor changes to exterior lighting fixtures include similar looking globes with LED technology on front fences. Fixtures in backyards and carports are more likely to appear visually different.

The finish on the plywood siding on the buildings has been changed from a dark brown stain to light gray paint. The color is similar to colors found in other Eichler projects. There has been an effort to reintroduce the limited palette of colors Eichler chose to paint entry doors; those colors are brighter than colors used on the building envelope and help to accent and emphasize the location of the entry door, similar to entry doors in other Eichler projects.

The principal building *materials* have not changed. The townhouse units are separated from one another by original concrete block walls. Wood beams span between the concrete block walls creating a framework infilled with wood framed walls. The wood framed exterior walls at the front and back of the units feature vertical grooved plywood siding. Original plywood siding has been replaced with T-111 plywood siding that has fewer grooves per foot.

The wood bench around the pool has been replaced. The corners of the replacement bench were constructed with a miter; the original bench had rounded corners, giving the bench a curvilinear appearance. The decking around the pool has been changed from the original redwood boards to composite material, constructed in the same footprint. Several utility enclosures have been replaced with taller enclosures sheathed in a different material than the originals.

Most of the electrical and gas meter enclosures, made to the same height as the front and rear fences, are made of the same materials and design as the adjoining fences, contributing to the rectangular design of the building (**Photo 34**).

One of the few opportunities to display *workmanship* in this type of concrete block and beam construction is the front elevation, especially the entryway in the carport. The storage doors and the door to the front patio in the carport are finished with the original Eichler siding and the original tongue-and-groove fencing, respectively, in order that these doors match the appearance of the surrounding walls and fence. This detail required careful planning of the construction in order to match the grooved pattern of the adjacent surfaces.

The architecture of Pomeroy Green conveys the *feeling* of the early 1960s, a time when people were exuberant about all things modern, including electronics, television, outer space,

Pomeroy Green

Name of Property

Santa Clara, California

County and State

automobile culture, and leisure and recreational activities. The modern design of the complex, with buildings featuring crisp rectangular shaped forms that contrast with the organic shapes of the trees, is visually striking. The complex still exudes a sense of modernism due to its regularity of repeated forms and repeated building components, its lack of architectural ornamentation, and the straightforward use of materials.

Pomeroy Green retains its *association* with the Eichler name, modern architecture, and cluster housing development. The complex was featured in *CA Modern*, the Eichler Network magazine on mid-century modern architecture distributed to California Eichler owners. Many Pomeroy Green shareholders were interviewed for the article.¹

¹ David Weinstein, "Pioneering 'Easy Living' at the Pomeroy's, Eichler's Pomeroy West and Green Developments," *Eichler Network*, Spring 2005, 1, 6-8.

Pomeroy Green
Name of Property

Santa Clara, California
County and State

8. Statement of Significance

Applicable National Register Criteria

(Mark "x" in one or more boxes for the criteria qualifying the property for National Register listing.)

- ☒ A. Property is associated with events that have made a significant contribution to the broad patterns of our history.
- ☐ B. Property is associated with the lives of persons significant in our past.
- ☒ C. Property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- ☐ D. Property has yielded, or is likely to yield, information important in prehistory or history.

Criteria Considerations

(Mark "x" in all the boxes that apply.)

- ☐ A. Owned by a religious institution or used for religious purposes
- ☐ B. Removed from its original location
- ☐ C. A birthplace or grave
- ☐ D. A cemetery
- ☐ E. A reconstructed building, object, or structure
- ☐ F. A commemorative property
- ☐ G. Less than 50 years old or achieving significance within the past 50 years

Pomeroy Green
Name of Property

Santa Clara, California
County and State

Areas of Significance

(Enter categories from instructions.)

COMMUNITY PLANNING AND DEVELOPMENT

ARCHITECTURE

LANDSCAPE ARCHITECTURE

Period of Significance

1963

Significant Dates

N/A

Significant Person

(Complete only if Criterion B is marked above.)

N/A

Cultural Affiliation

N/A

Architect/Builder

Eichler, Joseph Leopold

Oakland, Claude

Sasaki, Walker & Associates

Pomeroy Green
Name of Property

Santa Clara, California
County and State

Statement of Significance Summary Paragraph (Provide a summary paragraph that includes level of significance, applicable criteria, justification for the period of significance, and any applicable criteria considerations.)

Pomeroy Green is eligible for listing on the National Register of Historic Places at the local level of significance under Criterion A in the area of Community Planning and Development for its pioneering use of cluster development. The district is also eligible for listing at the local level of significance under Criterion C in the areas of Architecture and Landscape Architecture. Pomeroy Green embodies the distinctive characteristics of Modern building design, materials, and methods, and is an exceptional residential example by regionally prominent post World War II merchant-builder Joseph Eichler, architect Claude Oakland, and landscape architects Sasaki, Walker and Associates. The period of significance is 1963, the year construction was completed.

Narrative Statement of Significance (Provide at least one paragraph for each area of significance.)

Criterion A: Community Planning and Development

Pomeroy Green is significant in Community Planning and Development as an early example of cluster development, a type of suburban housing land use and site planning begun in the 1960s. Cluster development challenged the prevailing pattern of single-family tract homes on individual lots that dominated the United States middle-class suburban housing market. Cluster development features common grounds, landscaping, and cooperative management by the residents. The goal is to provide housing while meeting the growing concern in the U.S. to conserve open space and farmland. Cluster housing was influenced by the Regional Planning Association of America (RPAA) design principles of the American Garden City Movement and, the Federal Housing Administration (FHA) design guidelines.²

According to Matthew Gordon Lasner in his book *High Life Condo Living in the Suburban Century*, the Santa Clara County Planning Commission published a briefing directed towards developers encouraging them to cluster homes around common open space. The briefing included Pomeroy Green as an example.³ Pomeroy Green is also featured in *Cluster Development* by journalist William Wythe.⁴ Published in 1964, the book examines completed cluster developments across the country. The July 14, 1964 issue of *Look* magazine, a popular photo journal distributed nationwide, featured "Solution for Suburbia" about Pomeroy Green with photo captions citing the advantages of cluster housing (**Figure 7**)⁵.

² From the turn of the twentieth century, the movement proposed self-contained cities surrounded by greenbelts, in an attempt to balance residential, industrial, and agricultural land use. See Ebenezer Howard's *Garden Cities of Tomorrow* (Cambridge, MA: MIT Press, 1965).

³ Matthew Gordon Lasner, *High Life Condo Living in the Suburban Century* (New Haven and London, UK: Yale University Press, 2012), 201.

⁴ William Whyte, *Cluster Development* (New York: American Conservation Association, 1964), 57, 88, 100, 101.

⁵ John Peter and Fred Lyon, "Solution for Suburbia," *Look* 28, no.14 (July 14, 1964).

Pomeroy Green

Name of Property

Santa Clara, California

County and State

David Gebhard, architectural historian and author of *The Guide to Architecture in San Francisco and Northern California*, stated:

These two tracts [Pomeroy West and Pomeroy Green] were among the pioneering townhouse developments that triggered the “wave” of planned unit, high density, attached housing that had by the 1970s all but captured the mass housing market in California. Starting in the 1950s, architects advocated such solutions in place of the sprawl of single family detached housing.⁶

Those housing and land conservation concerns are echoed and form the basis for the RPAA design principles and land-use guidelines, as well as the design and neighborhood planning goals of the FHA’s approved garden apartment communities. At the local level, Pomeroy Green reflected those national trends in suburban development.

Suburban development in the Santa Clara Valley is easily traced. From the 1800s to the 1940s, the Santa Clara Valley was primarily agricultural, from wheat fields to fruit orchards. Beginning in the late 1940s, rapid suburban development began to surround the downtowns of the small cities that dotted the valley, encroaching into the orchards.

Suburban development in the City of Santa Clara, originating on the outskirts of the original downtown located on the eastern border with San Jose, made its way westward on former farmland towards the city limits with the City of Sunnyvale. As Santa Clara developed, the housing tracts became larger, housing lots in those tracts became larger, homes on those lots became larger, and city streets in those tracts became wider. The housing developments hastened the demise of the orchards.

In response to concerns over disappearing farmland in Santa Clara County, cluster housing development was proposed by county officials as an alternative to conventional subdivisions of single-family tract homes on individual lots. The county published a brochure describing the advantages of cluster subdivision development compared to conventional subdivision development. The pamphlet was distributed nationwide and used by planners and builders across the country, as well as in the Santa Clara Valley.⁷

Eichler, recognizing those concerns, decided a change was needed from his normal practice of constructing tracts of single-family homes.⁸ Eichler needed flat land to build his single-family homes that he had been most successful in building for homebuyers elsewhere in California. The San Francisco Bay Area is ringed by mountain ranges, and the little flat land available for development was becoming scarce by the 1960s. In reference to the increasing price of his

⁶ David Gebhard, Eric Sanweiss, and Robert Winter, *Architecture in San Francisco and Northern California* (Salt Lake City: Peregrine Smith Books, 2nd ed., 1985), 186.

⁷ Whyte, *Cluster Development*, 16-17. Whyte mentions *The Common Green* brochure was “fomented” by the county planners in 1961 and credits the brochure's creation to Karl Belser and his associates on the Santa Clara County Planning Commission.

⁸ Lasner, 201-202.

Pomeroy Green
Name of Property

Santa Clara, California
County and State

single-family detached homes, Eichler remarked, "The situation obviously calls for a more intensive use of land, and we are more and more turning our attention in that direction."⁹

One solution to the scarcity of land was the Pomeroy Green project. Pomeroy Green is a higher density development located in a less dense ring of single-family tract homes. Measured by gross density,¹⁰ twelve townhouse units per acre at Pomeroy Green compare to six or fewer single-family detached homes per acre usually found in City of Santa Clara typical housing tracts. The preponderance of multi-family housing projects, built after Pomeroy Green as the City expanded westward towards Sunnyvale, confirms that builders in the area were indeed having to adjust to the scarcity of flat land and to rising land prices.

Pomeroy Green met FHA requirements for neighborhood amenities and building design as well as governance. The complex is in a neighborhood that includes two elementary schools, a high school, a city park, two churches, and another Eichler multi-family complex. Pomeroy Green realized many of the recommended FHA design guidelines, such as the inclusion of a private entrance for each unit, recreation areas for socializing, and common grounds. The social spaces at Pomeroy Green include a clubhouse, swimming pool, and benches around the complex for informal gatherings of residents. Pomeroy Green shareholders are provided a Sales Binder that includes organization and policy documents to help them manage the complex. Such attributes contribute to neighborhood stability and minimize the risk of investing by lenders, all goals of the FHA.

The integration of the buildings and the landscape result from Pomeroy Green being treated as a single parcel following RPAA and FHA design guidelines. Building architecture and landscape architecture are integrated in order to create a coherent spatial organization that provides community, privacy, fresh air circulation, and control and use of daylight. Hundreds of trees were planted in strategic locations to make the best use of their shade. The protection is particularly welcome because the townhouses were designed without mechanical air-conditioning. During the winter months, when the deciduous trees have lost most of their leaves, the bare trees in combination with a low roof height and flat roofs allows more daylight.¹¹

Criterion C: Architecture

Pomeroy Green embodies the distinctive characteristics of Modern building design, materials, and methods. The district retains its massing, spatial relationships, pattern of windows and doors, texture of materials, and ornamentation of the type associated with Modern architecture.

⁹ Dave Weinstein, "Joe Reveals 'The Eichler Success Formula,'" <https://www.eichlernetwork.com/blog/dave-weinstein/joe-reveals-%E2%80%98eichler-success-formula%E2%80%99>, accessed December 11, 2018.

¹⁰ Gross density is number of housing units per acre of land; land acreage includes transport infrastructure such as private driveways and public streets as well as private or public parking spaces.

¹¹ Walter Gropius, *The New Architecture and the Bauhaus* (Cambridge, MA: MIT Press, 1965), 104-105. Includes a detailed explanation and diagrams illustrating the relationship between building separation and the number of building floors in regard to sunlight penetration into the buildings and site.

Pomeroy Green
Name of Property

Santa Clara, California
County and State

The district reflects the history of Modern architecture in California and the tenets of design established by one of the notable pioneers of modern architecture in California, Rudolph Schindler. Most of the features Schindler prescribed for modern architecture are found in his reply to the 1952 request made by the director of the Department of Architecture and Design at the New York Museum of Modern Art to include Schindler's work in an exhibit at the museum:

In my own house (1921) I introduced features which seemed to be necessary for life in California: an open plan, flat on the ground; living patios; glass walls; translucent walls; wide sliding doors; clerestory windows; shed roofs with wide shading overhangs. These features have now been accepted generally and form the basis of the contemporary California house.¹²

Most of those characteristics appear in the design by Eichler's chief architect Claude Oakland for Pomeroy Green and Schindler's design for El Pueblo Ribera Court (1923), a complex of twelve duplexes in La Jolla, California similar to Pomeroy Green. Both complexes feature units with open floor plans, floor slabs on grade, and expanses of windows (glass walls) that look onto private patios. Both feature translucent windows/walls and wide shading overhangs. Both complexes also feature windowless walls that provide privacy between units and form a backdrop for the landscaping. The careful placement of the windowless walls and the large windows at both complexes provide an indoor-outdoor connection while maintaining privacy between the units.¹³

Pomeroy Green's architectural design can also be considered an offshoot of the International Style, defined by architectural historian Henry-Russell Hitchcock and architect Philip Johnson. In the preface to *The International Style*, Alfred Barr, Jr. summarizes the three characteristics elaborated in the book:

The distinguishing aesthetic principles of the International Style as laid down by the authors are three: emphasis on volume—space enclosed by thin planes or surfaces as opposed to the suggestion of mass or solidity; regularity as opposed to symmetry or other obvious balance; and, lastly, dependence upon the intrinsic elegance of materials, technical perfection and fine proportions, as opposed to applied ornament.¹⁴

These aesthetic characteristics are found in the design of Pomeroy Green. Volume is emphasized by the thin planes of the concrete block party walls infilled with plywood-sheathed wall. Regularity is established by the spacing of the windows and by the projecting roofs of the carports providing rhythm rather than symmetry along the façade. Elegance, without applied ornamentation, is found in the fine detailing of the exterior surfaces, such as the fine grooves in

¹² Susan Morgan, "Not Another International Style Ballyhoo, A Short History of the Schindler House," http://schindlerlab.org/history/#_edn2, accessed December 11, 2018.

¹³ The Architecture Week, Great Buildings Collection, "El Pueblo Ribera Court," http://www.greatbuildings.com/buildings/El_Pueblo_Ribera_Ct.html, accessed December, 31, 2018.

¹⁴ Henry-Russell Hitchcock and Philip Johnson, *The International Style* (New York: W. W. Norton & Company, 1932), 29.

Pomeroy Green
Name of Property

Santa Clara, California
County and State

the exterior plywood, the fine framed windows of brushed aluminum, and the fine textured stucco panels.

Ornament is treated differently in modern architecture. J. M. Richards provides an explanation in *An Introduction to Modern Architecture*:

The Modern equivalent of applied ornament, however, largely lies in the natural qualities of materials themselves; in the grain and surface of beautiful woods, in the sheen of new metal alloys, and in the contrasting texture of fabrics; all used with the exactness of finish that machines have introduced into architecture.¹⁵

Materials used in the construction of Pomeroy Green are indeed ornamented in that fashion. The fine grooving of the exterior plywood, the fine brushed aluminum windows, and the mahogany plywood that graces the interior contribute to the sense of ornamentation, without resorting to applied ornamentation.

The post and beam construction found in Pomeroy Green is a common method of framing for a modern house. The post and beam construction allows the use of large expanses of glass since the walls are not load bearing, only functioning as isolating walls. This construction allows the carport roof to project past the building's façade; that roof introduces a planar element to the overall design and is strikingly modern in appearance.

The bearing walls that form the end walls and the party walls, the walls that separate each unit and support the beams, are made of concrete blocks and contribute more than fire resistance and acoustic separation. Blocks are laid in a stack bond in a straightforward manner, in one continuous wall, without any applied finish, creating a grid pattern across the surface of the wall both in and outside the unit. This pattern emphasizes the rectilinear wall plane as well as the overall rectangular shape of the building. Those concrete masonry block walls extend beyond the building envelope towards the backyard. This extension both enhances backyard privacy and visually divides the long buildings into repeated modular units.

The modularity is emphasized in the repeated use of block walls, and in the variety of materials employed. The buildings are visually interesting since the arrangement of different parts occur periodically along the walls of the building. The plank-type built-up roof, stucco panels with a medium float finish, grooved plywood siding, windows, and sliding glass doors are arranged in a harmonious assembly and are repeated throughout the complex for every unit.

The placement of the sliding glass doors and windows periodically along the façade and rear wall of each building and exposed portion of the block wall define the limits of each unit and create a visual rhythm across the length of the building. Windows and sliding glass door placement, along with the open floor plan, enhances natural cross ventilation. Fixed pane windows, adjacent to the sliders, increase daylight inside the townhouses. Repetition allows the

¹⁵ J. M. Richards, *An Introduction to Modern Architecture* (1940; reprint with revisions, London: Penguin Books, 1970), 42.

Pomeroy Green
Name of Property

Santa Clara, California
County and State

viewer to extend attention to the landscaping, allowing the architecture to serve as a background for the landscaping.

The building components and materials contribute to the overall geometrical design of the buildings. The design is very similar to the row houses designed by Le Corbusier, Cité Frugès (1924-1926) in Pessac, France. Though many of the buildings were modified, efforts are underway to restore the original architecture.¹⁶

The modern rectangular look of Pomeroy Green is further emphasized by the materials used to enclose the front yards. The tongue and groove fencing used around the front yard and patio provide a more finished surface than the typical board fencing used for suburban tract homes; that smoothness helps to emphasize the rectangular shape of the front yard, and complements the rectangular facade of the building. Boards are oriented vertically and provide a welcome contrast to the overall horizontal look of the front façade. The front yard, extending from the building face and under the second floor, interrupts the horizontal boxy look of the building and creating an interesting mix of positive and negative volumes extending from and into the façade.

The tongue-and-groove fencing enclosing the front yard also runs along one side of the carport providing a smooth transition to the more refined vertically grooved siding near the entrance to the unit. The siding in this location and at the back of the carport is finely grooved in keeping with the small scale of the space and helps define the rectangular volume and rectangular surfaces. The front yard fencing also extends to cover the utility cabinet on the building ends. This helps to incorporate the cabinets visually into the rectangular architectural design. Rather than distracting the viewer from the overall form of the building, the cabinets add another rectangular element.

The flat roof also contributes to the rectangular architecture of the buildings. The roof cantilever harmonizes with the vertically grooved siding and the exposed portion of the concrete block party walls. All three elements have rectilinear properties: the vertical grooving in the siding, the grid pattern of the block wall, and the exposed horizontal boards that make up the roof. The cantilevered roof projects horizontally from the rear of the building farther than the concrete block walls and runs the length of the building. The cantilever further accents the rectangular shape of the building.

The tongue and groove boards that make up the roof are exposed inside the unit and visible outside where the roof cantilevers horizontally over the back wall. The four-foot cantilever visually extends the room toward the outdoors, which makes the room appear larger. At night, that cantilever produces a dramatic effect. It reflects light from the interior and, along with the joints in the tongue and groove boards, directs the eye towards the outdoors. From the vantage point of the ground outside the unit, the observer's eye is drawn up to the lighted underside of the cantilevered roof and to the source of the light, the interior lighting of the unit.

¹⁶ Philip Boudon, *Lived in Architecture, Le Corbusier's Pessac Revisited* (Cambridge, MA: MIT Press, 1972); Helena Ariza, "La Cité Frugès: A Modern Neighborhood for the Working Class," <http://architecturalvisits.com/en/2015/01/27/cite-fruges-le-corbusier-pessac/>, accessed December 11, 2018.

Pomeroy Green
Name of Property

Santa Clara, California
County and State

Of particular importance to the Regional Planning Association of America is the privacy afforded by the design of a complex. In Pomeroy Green, the front and rear yard fences, as well as the windowless end walls of the buildings, provide privacy. Privacy is further enhanced by the placement of the living room at the back of the unit overlooking the backyard and away from the carport and parking lots. The building blocks noise from entering the backyards.

Building orientation also helps to protect privacy. Some buildings are oriented ninety degrees to one another and overlap. In this orientation, the buildings are separated a minimum of thirty-six feet; the average separation is forty feet. Buildings facing other buildings along the motor courts are separated by approximately forty-four feet to provide privacy.

Criterion C: Landscape Architecture

Pomeroy Green's landscape is the work of Hideo Sasaki and Peter Walker of Sasaki, Walker and Associates, landscape architects and site planning consultants. The contribution of Sasaki and Walker to the profession of landscape architecture is acknowledged by Diana Vogel song in the introduction to her book *Landscape Architecture Sourcebook, A Guide to Resources and Practice of Landscape Architecture in the United States*:

A new effort to define landscape in the mid-twentieth century was represented by the work of three prominent pioneers: Garrett Eckbo, Dan Urban Kiley, and James Rose. Inventive landscape architects such as Peter Walker, M. Paul Friedenberg, Hideo Sasaki, Martha Schwartz, and others expanded upon those traditions in subsequent decades.¹⁷

Pomeroy Green's landscape is an excellent example of mid-century modern landscape design. In "The Rise of Modernism" section on modern landscape architecture in *Landscape at Berkeley, the First 100 Years*, Randy Hester, Jr. describes the origins and characteristics of modern landscape architecture:

When the international, or modern, style was introduced into the United States in 1932, landscape architecture was being practiced under strict and formal classical rules. According to landscape mythology, the modern style was born in in the 1940s, when a student at Harvard refused to solve a site-planning problem with classical symmetry. The rebellion gave rise to modernism, which has now dominated the form of landscape architecture for over forty years. The work of nearly all the best known professionals today—Hideo Sasaki, John Simonds, William Johnson, Garrett Eckbo, Lawrence Halprin, [and others]—fits into this category.

Their work is characterized by simple, highly functional, and efficient form; well-defined edges; clearly articulated spaces; clean lines [emphasis added]. Their modernism

¹⁷ Diana Vogel song, *Landscape Architecture Sourcebook, A Guide to Resources of the History and Practice of Landscape Architecture in the United States*, Design Reference Series, vol. 1 (Detroit, MI: Omnigraphics, Inc., 1997), 11-12.

Pomeroy Green
Name of Property

Santa Clara, California
County and State

expressed the nation's need for functional and efficient growth, with modern landscape design giving clear form to those national purposes through design of corporate estates, suburb expansion, and urban renewal projects.¹⁸

These characteristics are found in the design for Pomeroy Green. The landscape design is simple, having few species of plants; is efficient, having low-maintenance plants; and defines space, repeating a variety of plants along and around pathways, buildings, and other architectural features. The buildings themselves echo this space defining characteristic of the landscape design by forming a variety of well-defined spaces that are further enhanced by the plantings, such as the long driveways, courts, and green open spaces.¹⁹

The selection of magnolia trees (*Magnolia grandiflora*) along Pomeroy Avenue and Benton Street provides a simple and efficient form in addition to being highly functional. The magnolia trees provide dense shade along the city sidewalk and are low maintenance. The five-foot setback of the trees behind the back of the city sidewalk creates a clean line that follows the street; in the case of Benton Street, the trees follow the slight curvature of the street. The choice of one species along the frontage, planted on thirty-foot centers so that the crowns overlap, is a simple, straightforward solution to the problems of providing shade, defining the perimeter of the complex, and enclosing the space between the city street and the Pomeroy Green buildings.

While landscape architecture as an area of significance is typically associated with Criterion C, at Pomeroy Green the landscape architecture exemplifies the community planning and development addressed under Criterion A: a residential development of low to moderate-cost housing, located on previously undeveloped land, designed by collaborating professionals—planners, architects, and landscape architects—to provide comprehensive amenities with the goal of fostering community among its residents.²⁰ This collaboration results in residential development that includes positive outdoor space, undivided by property lines, easily accessible by residents.²¹

Pomeroy Green shares this comprehensive design objective with many earlier historic housing projects.²² Pomeroy Green is related to the Garden City movement founded in Great Britain in the 1800s and the subsequent community planning efforts in the United States based on that movement. Particularly noteworthy in the United States are the developments in multi-family

¹⁸ Randy Hester, Jr., Professor Emeritus and Department Chair, Landscape Architecture 1987-1992, College of Environmental Design, University of California, Berkeley, "Process Can be Style, Participation and Conservation in Landscape Architecture," in *Landscape at Berkeley, The First 100 Years*, ed. Waverly B. Lowell, Carrie L. McDade and Elizabeth D. Byrne (Berkeley: The Regents of the University of California, 2013), 49.

¹⁹ For a discussion on the need for space defining elements in the landscape, see Norman T. Newton, *Design on the Land, the Development of Landscape Architecture* (Cambridge, MA: Harvard University Press, 1971).

²⁰ Norman T. Newton, *Design on the Land, the Development of Landscape Architecture*, (Cambridge, MA: Harvard University Press, 1971), 424-425.

²¹ *Ibid.*, 643.

²² Peter Walker, interviewed by the author, July 21, 2019, telephone conversation.

Pomeroy Green

Name of Property

Santa Clara, California

County and State

housing projects of the early twentieth century by architect and planner Clarence Stein, in collaboration with planner Henry Wright and landscape architect Marjorie Sewell Cautley.²³

The designs of those housing developments by Stein and his collaborators did not include all the features of a Garden City as proposed by Ebenezer Howard, author and originator of the Garden City movement.²⁴ Stein's and Wright's planned communities were large, moderate-cost, housing projects rather than complete cities, with industry and green belts, which Howard had envisioned for his Garden City. Howard's Garden City would have been difficult to realize in the U.S. at that time due to the limited means of corporations to finance and acquire land in the amount and quality needed for such a large development as well as the short business cycle of the national economy.²⁵

Instead, Stein and his design collaborators focused on the housing needs of a society increasingly reliant on automobile transportation, the same problem faced by the designers of Pomeroy Green twenty to forty years later. Pomeroy Green shares many features of those earlier projects of Stein and his collaborators, projects listed on the National Register of Historic Places. Projects include Sunnyside Gardens in New York (1924-1928, listed 1983), Radburn in New Jersey (1929-1933, listed 1975), and Baldwin Hills in Los Angeles (1941, later renamed Village Green, listed 1993), designed by architect Reginald Johnson, associate architects Wilson, Merrill and Alexander, and landscape architect Fred Barlow, Jr in consultation with Mr. Stein.²⁶

Although smaller in scope than those earlier projects by Stein, Pomeroy Green exhibits many of the same design principles. Foremost among those is planned development, an approach to design that includes comprehensive site planning which takes into account the interaction of all the elements of the built environment. These attributes are summarized by Stein in the conclusion to his book *Toward New Towns for America*:

The Unit of Design in New Towns is no longer each separate lot, street or building, it is a whole community; a co-ordinated [*sic*] entity. This means that the framework of the community and every detail down to the last house and the view from the windows must be conceived, planned and built as a related part of a great setting for convenient, wholesome, and beautiful contemporary living and working. In this way every house gains from its relation to the buildings around it. Beauty as well as convenience is produced by the rational relationship of the individual parts.

The planning of every house and every room in that house is part of the process which gives the superblock its ultimate shape and character. Thus, the size and specific

²³ Clarence Stein, *Toward New Towns for America* (Cambridge, MA: MIT Press, 1966), 22.

²⁴ The difference in these projects is the size and scope, Howard's being larger and regional in scope and inclusive of industry while Stein's were largely confined to large housing complexes on super-blocks with cul-de-sacs for vehicular access.

²⁵ Stein, 18-19.

²⁶ Newton, *Design on the Land*, 643.

Pomeroy Green
Name of Property

Santa Clara, California
County and State

requirements of inner green and private yard, of cul-de-sac or auto court, help mold the superblock in relation to good living in home, community and town.

As he designs, the New Town planner envisages the future home life of the individual and the family, and their life as part of the community. He sees it not only in terms of house and garden but in the grouping of houses in relation to each other so as to take the utmost advantage of sun and wind for every residence, and to open up pleasant, spacious and varied views from every house and, as far as possible, in every direction. He will in part be guided by the form and the nature of the land, and how its trees and streams and rocks can best be used or preserved for the common use and enjoyment of the people who are going to form the community, and whole life, from birth to old age, will be molded by the place.²⁷

Pomeroy Green exhibits community characteristics found in Stein's developments. At Pomeroy Green, the buildings and the landscape were planned together and sited on vacant land held in common. To take advantage of the sun, the buildings are oriented in north-south or east-west. The buildings are spaced generously to allow air and pedestrian circulation as well as various outdoor activities to take place.

Pomeroy Green further emulates Stein's site planning by locating buildings around green spaces situated towards the interior of the development; spaces are reserved for recreation, pedestrian circulation and the enjoyment of the residents.²⁸ These park like amenities are possible due to the savings in construction costs. Vehicular parking is grouped, and driveways and utilities are shared at Pomeroy Green. A typical subdivision of single-family detached homes provides these amenities on a separate, more expensive basis. The savings were so great that at Pomeroy Green the power lines and telephone lines are all buried underground whereas overhead lines are unsightly in the backyards of the tract homes in the adjacent neighborhood, across Benton Street to the south.

The closest historical precedent to Pomeroy Green among the community planning works of Stein is Village Green, a large housing complex located in Los Angeles. Both Pomeroy Green and Village Green consist of two-story multi-family homes, built from standardized plans of similar architectural design and organized into blocks of different lengths, which are placed to enclose space and provide vistas into and out of the complex.

Both developments include living rooms located on the backside of the housing unit that look onto green spaces rather than automobile circulation and parking areas. At Pomeroy Green this is accomplished in most instances by looking towards green space in the center of the complex, as was done at Village Green, or by providing large landscaped setbacks from the surrounding city streets, or by facing the backyards of adjoining housing projects that include generous setbacks.

²⁷ Stein, 225-226.

²⁸ Elizabeth Barlow Rogers, *Landscape Design, A Cultural and Architectural History* (New York: Harry N. Abrams, Inc., 2001), 421.

Pomeroy Green

Name of Property

Santa Clara, California

County and State

Pomeroy Green and Village Green have the same overall design objective in regard to taming the automobile: to provide living spaces that are protected from motor vehicles and the noise they generate. Of particular concern is separating child's play from motor vehicles. To facilitate this separation, driveways and parking areas are located on the service side of the buildings, away from living rooms and backyards. At Village Green garage courts are provided and at Pomeroy Green parking courts and carports are provided.

The service rooms, kitchens in the case of Village Green and multipurpose rooms and kitchens in the case of Pomeroy Green, face the service side of the building, close to vehicular storage, for convenience and to block vehicular noise from entering living rooms and backyards.

This feature affects the arrangement of the buildings in the overall site planning such that the living rooms and back yards of adjacent buildings mostly face each other across a car-free commons. This car-free and landscaped area with plantings is where the residents can relax or recreate. At Pomeroy Green, several residents enjoy walking on the sidewalk around the perimeter of the central commons, near and around the pool area, car free and lushly landscaped with trees, shrubs, and groundcover; others enjoy sitting at the numerous benches in these areas.

Other features in common include the selection of trees to form a background to the buildings, such as the trees located at the front and sides of the buildings to soften the hard edges of the architecture. Trees are also located to define three-dimensional space, such as the camphor trees in the parking lots and the trees around the clubhouse/pool area and the magnolia trees that form a perimeter around the complex.

The idea for enlarging the private yards that face the common green space located in the interior of these developments, a feature found at Pomeroy Green and not in the earlier developments by Stein, was anticipated by Mr. Stein in his post-occupancy evaluation of the Baldwin Hills project.²⁹ Though the common green space has been reduced considerably at Pomeroy Green due to the increase in the size of the private yards, it is still possible for most residents to walk throughout the complex without crossing the car storage areas, by following the circulation paths that lead from their individual yards into the interior of the complex. A pedestrian circulation system is a defining feature of community planning.

The ultimate goals of the two projects are the same. The success of both projects goes far beyond the selection and siting of plant materials to provide complete environments for their residents based on sound community planning. As Stein mentions:

From the days of Sunnyside to those of Baldwin Hills Village we have been in search of new or revised solution of the setting for communities as well as for family and individual living. We have sought ways of bringing peaceful life in spacious green surroundings to ordinary people in this mechanical age. We have tried to simplify the

²⁹ Stein, 198.

Pomeroy Green
Name of Property

Santa Clara, California
County and State

complexity of needs and desire as contrasted with means, and thus to make changes, from obsolete methods of the dead past, economically feasible.³⁰

Eichler Homes, in their sales brochure for Pomeroy Green, echoes many of the same themes:

These two story townhouses are skillfully arranged at relatively high land-use density. Each unit has its own carport and two fenced patios. Good site planning, well designed auxiliary open areas, and effective planting provide a high degree of livability and visual appeal.³¹

Peter Walker's practice changed during his career, and Pomeroy Green represents a distinct past phase in Walker's approach to design. Up until the early 1970s, his work was focused on two objectives: to provide a setting for the building, and to connect that setting with the existing landscape.³² His work gradually changed after that period, and by the late 1970s, focused on the integration of minimalism (art and theory), classicism, historic garden designs, and landscape architecture. Twenty years later, Walker described this period in his career:

My work for the last twenty years [since 1977] has been an attempt to weave together the strands of classicism and European and Asian garden formalism and those of modernism, including the late modernists and midcentury minimalists, as I understand them. The result is what I consider minimalism in the landscape.³³

Eichler Homes went out of business in 1967 due to the company's work on larger projects that overextended the company.³⁴ Joseph Eichler continued building homes until his death in 1974. Claude Oakland died in 1989 and Hideo Sasaki in 2000 after long practices in their respective professions.

³⁰ Ibid., 226.

³¹ Pomeroy Green Corporation, *Pomeroy Green* sales brochure, circa 1963.

³² Peter Walker, "Classicism, Modernism, and Minimalism in the Landscape" in *Peter Walker, Minimalist Gardens* Leah Levy, ed. (Washington DC: Spacemaker Press, 1977), 18.

³³ Ibid., 19.

³⁴ Lynn O'Dell, "Eichler Influenced by Wright: After Living in a House Designed by the Architect, Eichler Set Out to Build His Own and Never Quit," *Los Angeles Times*, 23 October 1993 <https://www.latimes.com/archives/la-xpm-1993-10-23-hm-48758-story.html>, accessed August 7, 2020.

Pomeroy Green
Name of Property

Santa Clara, California
County and State

9. Major Bibliographical References

Bibliography (Cite the books, articles, and other sources used in preparing this form.)

Benevolo, Leonard. *History of Modern Architecture*. Cambridge, MA: MIT Press, 1989.

Boudon, Philip. *Lived in Architecture, Le Corbusier's Pessac Revisited*. Cambridge, MA: MIT Press, 1972.

Damann, Raymond F. *The Destruction of California*. London: Collier Books, 1970.

Ditto, Jerry and Lanning Stern. *Design for Living, Eichler Homes*. San Francisco: Chronicle Books, 1995.

Editors of Fortune. *The Exploding Metropolis*. New York: Doubleday Anchor Books, 1958.

Eichler Homes, Inc. "Annual Report 1961." Oakland and Imada 2002-3 Collection, box 2, folder III 6, Joseph Eichler, 1960-1974, Environmental Design Archives, University of California, Berkeley.

"El Pueblo Ribera Court." *Architecture Week*, Great Buildings Collection.
http://www.greatbuildings.com/buildings/El_Pueblo_Ribera_Ct.html. Accessed December 31, 2018.

Firm of Claude Oakland. Project report 1964. Oakland and Imada 2002-3 Collection, box 1, folder I 3, Claude Oakland personal correspondence 1959-1964, Environmental Design Archives, University of California, Berkeley.

Gebhard, David, Eric Sanweiss, and Robert Winter. *Architecture in San Francisco and Northern California*. 2nd ed. Salt Lake City: Peregrine Smith Books, 1985.

Gropius, Walter. *The New Architecture and the Bauhaus*. Cambridge, Massachusetts: MIT Press, 1965.

Hester, Jr., Randy. "Process Can be Style, Participation and Conservation in Landscape Architecture." In *Landscape of Berkeley: The First 100 Years*, edited by Waverly B. Lowell, Carrie L. McDade and Elizabeth D. Byrne. Berkeley: The Regents of the University of California, 2013.

Hitchcock, Henry-Russell and Philip Johnson. *The International Style*. New York: W. W. Norton & Company, 1932.

Howard, Ebenezer. *Garden Cities of Tomorrow*. Cambridge, MA: MIT Press, 1965.

Pomeroy Green
Name of Property

Santa Clara, California
County and State

- Lasner, Matthew Gordon. *High Life Condo Living in the Suburban Century*. New Haven and London: Yale University Press, 2012.
- Levy, Leah, ed. *Peter Walker: Minimalist Gardens*. Washington DC: Spacemaker Press, 1997.
- Morgan, Susan. "Not Another International Style Ballyhoo, A Short History of the Schindler House." https://schindlerlab.org/history/#_edn2. Accessed December 11, 2018.
- Mumford, Lewis. *Roots of Contemporary Architecture*. New York: Dover Publications, Inc., 1972.
- Newton, Norman T. *Design on the Land: the Development of Landscape Architecture*. Cambridge, MA: Harvard University Press, 1971.
- O'Dell, Lynn. "Eichler Influenced by Wright: After Living in a House Designed by the Architect, Eichler Set Out to Build His Own and Never Quit." Los Angeles Times, (October 23, 1993). <https://www.latimes.com/archives/la-xpm-1993-10-23-hm-48758-story.html>. Accessed August 7, 2020.
- Peter, John, and Fred Lyon. "Solution for Suburbia." *Look* 28, no.14 (July 14, 1964).
- Pomeroy Green Corporation. *Pomeroy Green Sales Brochure*. Circa 1963.
- Richards, J. M. *An Introduction to Modern Architecture*. 1940. Reprint with revisions, London: Penguin Books, 1970.
- Rogers, Elizabeth Barlow. *Landscape Design: A Cultural and Architectural History*. New York: Harry N. Abrams, Inc., 2001.
- Stein, Clarence. *Toward New Towns for America*. Cambridge, MA: MIT Press, 1966.
- U.S. Department of Commerce. National Bureau of Standards. *Fundamentals of Building Heat Transfer*. July 5, 1977, Institute for Applied Technology, Volume 82, No. 2, by Tamami Kusuda. Washington, D.C.: September-October 1977. https://nvlpubs.nist.gov/nistpubs/jres/82/jresv82n2p97_a1b.pdf. Accessed June 5, 2019.
- U.S. Department of Energy. "Landscape Windbreaks and Efficiency." <https://www.energy.gov/energysaver/design/landscaping-energy-efficient-homes/landscape-windbreaks-and-efficiency>. Accessed June 6, 2019.
- U.S. Department of the Interior. National Park Service. *Historic Residential Suburbs: Guidelines for Evaluation and Documentation for the National Register of Historic*

Pomeroy Green
Name of Property

Santa Clara, California
County and State

Places, by David L. Ames and Linda Flint. 2002.

<https://www.nps.gov/nr/publications/bulletins/suburbs/index.htm>. Accessed December 11, 2018.

U.S. Department of the Interior. National Park Service. Interagency Resources Division. National Register Bulletin 18, *How to Evaluate and Nominate Designed Historic Landscapes*, by J. Timothy Keller, ASLA, and Genevieve P. Keller Land and Community Associates, Charlottesville, Virginia.
<https://www.nps.gov/subjects/nationalregister/upload/NRB18-Complete.pdf>. Accessed August 13, 2019.

U.S. Environmental Protection Agency. "Using Trees and Vegetation to Reduce Heat Islands." <https://www.epa.gov/heat-islands/using-trees-and-vegetation-reduce-heat-islands>. Accessed June 6, 2019.

Vogelsong, Diana, *Landscape Architecture Sourcebook: A Guide to Resources of the History and Practice of Landscape Architecture in the United States*. Design Reference Series, Vol. 1. Detroit: Omnigraphics, Inc., 1997.

Walker, Peter. *Peter Walker and Partners: Defining the Craft*. San Rafael, CA: ORO Editions, 2005.

_____. Telephone interview by author. July 21, 2019.

Walker, Peter and Leah Levy, ed. *Peter Walker, Minimalist Gardens*. Washington DC: Spacemaker Press, 1977.

Weinstein, David. "Joe Reveals 'The Eichler Success Formula.'" *Eichler Network, CA Modern*, 2018. <https://www.eichlernetwork.com/blog/dave-weinstein/joe-reveals-'-eichler-success-formula'>. Accessed December 11, 2018.

_____. "Pioneering 'Easy Living' at the Pomeroy's, Eichler's Pomeroy West and Green Developments." *Eichler Network*, Spring 2005, 1, 6-8.

Whyte, William. *Cluster Development*. New York: American Conservation Association, 1964.

_____. *The Last Landscape*. Garden City, New York: Anchor Book, Doubleday & Company, 1968.

Windfinder for San Jose Airport, California,
https://www.windfinder.com/windstatistics/san_jose_airport_california. Accessed June 6, 2019.

Pomeroy Green
Name of Property

Santa Clara, California
County and State

Previous documentation on file (NPS):

- ☐ preliminary determination of individual listing (36 CFR 67) has been requested
☐ previously listed in the National Register
☐ previously determined eligible by the National Register
☐ designated a National Historic Landmark
☐ recorded by Historic American Buildings Survey # _____
☐ recorded by Historic American Engineering Record # _____
☐ recorded by Historic American Landscape Survey # _____

Primary location of additional data:

- ☐ State Historic Preservation Office
☐ Other State agency
☐ Federal agency
☐ Local government
☒ University
☐ Other

Name of repository: Environmental Design Archives, College of Environmental Design,
University of California, Berkeley

Historic Resources Survey Number (if assigned): _____

10. Geographical Data

Acreage of Property 6.5

Latitude/Longitude Coordinates

Datum if other than WGS84: _____

(enter coordinates to 6 decimal places)

1. Latitude: 37.346321

Longitude: -121.985936

Verbal Boundary Description (Describe the boundaries of the property.)

Trapezoid enclosed by Benton Street to the south, Pomeroy Avenue to the west, tract homes to the north, and a church to the east, with a cutout at 1075 Pomeroy Avenue. See Sketch Map/Photo Key, Base Map (**Figure 1**), and Building Designation Map (**Figure 2**).

Boundary Justification (Explain why the boundaries were selected.)

Boundaries follow the property lines historically associated with Pomeroy Green. The house at 1075 Pomeroy Avenue has always been outside of the Pomeroy Green development.

Pomeroy Green
Name of Property

Santa Clara, California
County and State

11. Form Prepared By

name/title: Kenneth Kratz
organization: _____
street & number: 3283 Benton Street
city or town: Santa Clara state: California zip code: 95051
e-mail: kskratz@yahoo.com
telephone: (408) 246-8149
date: May 2018; Revised Jun 2018, Dec 2018; Feb 2019, Mar 2020, Jul 2020

Additional Documentation

Submit the following items with the completed form:

- **Maps:** A USGS map or equivalent (7.5 or 15 minute series) indicating the property's location.
- **Sketch map** for historic districts and properties having large acreage or numerous resources. Key all photographs to this map.
- **Additional items:** (Check with the SHPO, TPO, or FPO for any additional items.)

Photographs

Submit clear and descriptive photographs. The size of each image must be 1600x1200 pixels (minimum), 3000x2000 preferred, at 300 ppi (pixels per inch) or larger. Key all photographs to the sketch map. Each photograph must be numbered and that number must correspond to the photograph number on the photo log. For simplicity, the name of the photographer, photo date, etc. may be listed once on the photograph log and doesn't need to be labeled on every photograph.

Photo Log

Name of Property:	Pomeroy Green
City or Vicinity:	Santa Clara
County:	Santa Clara
State:	California
Photographer:	Kenneth Kratz
Date Photographed:	March 4 through May 2, 2018

Description of Photograph(s) and number, include description of view indicating direction of camera:

- 1 of 34 Building 1 south façade (left foreground), Building 2 south façade (left background), Building 3 north façade (right), Building 7 north elevation (far background), camera facing east

Pomeroy Green
Name of Property

Santa Clara, California
County and State

- 2 of 34 Building 4 south façade (left), Building 5 west façade (right background), camera facing northeast
- 3 of 34 Building 6 west elevation (right), Building 4 south façade (left), mature landscape, camera facing northeast
- 4 of 34 Playground between Buildings 7 and 8, camera facing east
- 5 of 34 Building 10 north (left) and west (right) elevations with typical fireplace chimney, camera facing southeast
- 6 of 34 Walkway between Buildings 10 and 13, Building 10 west and south elevations (left), Building 11 west elevation with replacement utility box (middle), Building 13 north elevation (right), camera facing east
- 7 of 34 Building 12 east elevation, camera facing west
- 8 of 34 Building 14 east façade, camera facing northwest
- 9 of 34 Building 15 north façade, camera facing south
- 10 of 34 Building 16 south elevation, camera facing northeast
- 11 of 34 Clubhouse (right), Building Five east elevation (left), camera facing northwest
- 12 of 34 Path from public sidewalk, Building 15 east elevation (left), Building 14 east façade (middle), Building 12 south elevation (right), camera facing northwest
- 13 of 34 Building 6 north façade, mature landscaping, camera facing southwest
- 14 of 34 Building 4 south façade, camera facing northwest
- 15 of 34 Building 16 south façade, camera facing north
- 16 of 34 Clubhouse interior with view of pool, Building 10 west elevation (left background), Building 13 north elevation (right background), camera facing southeast
- 17 of 34 Basketball court, Building 3 west elevation (left), Building 5 south elevation (middle), Building 4 east elevation (right), camera facing south

Pomeroy Green
Name of Property

Santa Clara, California
County and State

- 18 of 34 Park, surrounded by Building 6 south elevation (left), Building 13 west elevation (middle far background), Building 14 west elevation (right), camera facing east [NOTE: 1075 Pomeroy Ave further right, outside frame]
- 19 of 34 Building 10 west elevation (right) with walkway between Building 10 and pool, Building 3 south elevation (background), camera facing northeast
- 20 of 34 Walkway with benches between Buildings 6 and 13, Building 13 north and east elevations (left), Building 15 north façade (middle far background), Building 14 north elevation (right), camera facing southeast
- 21 of 34 Walkway between pool and Building 13, Building 11 west elevation (far background), camera facing east
- 22 of 34 Building 15 north façade (left), Building 14 west façade (right, obscured by trees), mature landscaping, camera facing southwest
- 23 of 34 Building 14 east façade (left), Building 15 south elevation (right), mature landscape, camera facing west
- 24 of 24 Building 10 west (left) and south (right) elevations, camera facing northeast
- 25 of 34 Building 16 south façade (left) and east elevation (right), camera facing northwest
- 26 of 34 Representative townhouse living room, camera facing southeast
- 27 of 34 Building 13 south façade with vinyl-framed sliding-glass door and windows, camera facing north
- 28 of 34 Representative townhouse backyard, Building 5 in background, camera facing southwest
- 29 of 34 Representative townhouse living room and backyard, camera facing south
- 30 of 34 Building 5 north elevation (left), Building 4 east elevation with replacement utility box (right), camera facing west
- 31 of 34 Building 14 west elevation with original aluminum framed windows (left) and replacement vinyl framed (right) windows, camera facing northeast
- 32 of 34 Building 14 east façade with original aluminum framed windows (left) and replacement vinyl framed windows (right), camera facing west

Pomeroy Green

Name of Property

Santa Clara, California

County and State

- 33 of 34 Building 13 south façade with replacement raised panel front door with fanlight, vinyl framed side light and sliding glass door, camera facing north
- 34 of 34 Building 16 east elevation with original gas meter box, camera facing southwest

Paperwork Reduction Act Statement: This information is being collected for applications to the National Register of Historic Places to nominate properties for listing or determine eligibility for listing, to list properties, and to amend existing listings. Response to this request is required to obtain a benefit in accordance with the National Historic Preservation Act, as amended (16 U.S.C. 460 et seq.).

Estimated Burden Statement: Public reporting burden for this form is estimated to average 100 hours per response including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding this burden estimate or any aspect of this form to the Office of Planning and Performance Management, U.S. Dept. of the Interior, 1849 C. Street, NW, Washington, DC.

Pomeroy Green
Name of Property

Santa Clara, California
County and State

Location Map

Latitude: 37.346321

Longitude: -121.985936



Source: Google maps, accessed January 14, 2019

Pomeroy Green
Name of Property

Santa Clara, California
County and State

Location Map (detail)

Latitude: 37.346321

Longitude: -121.985936

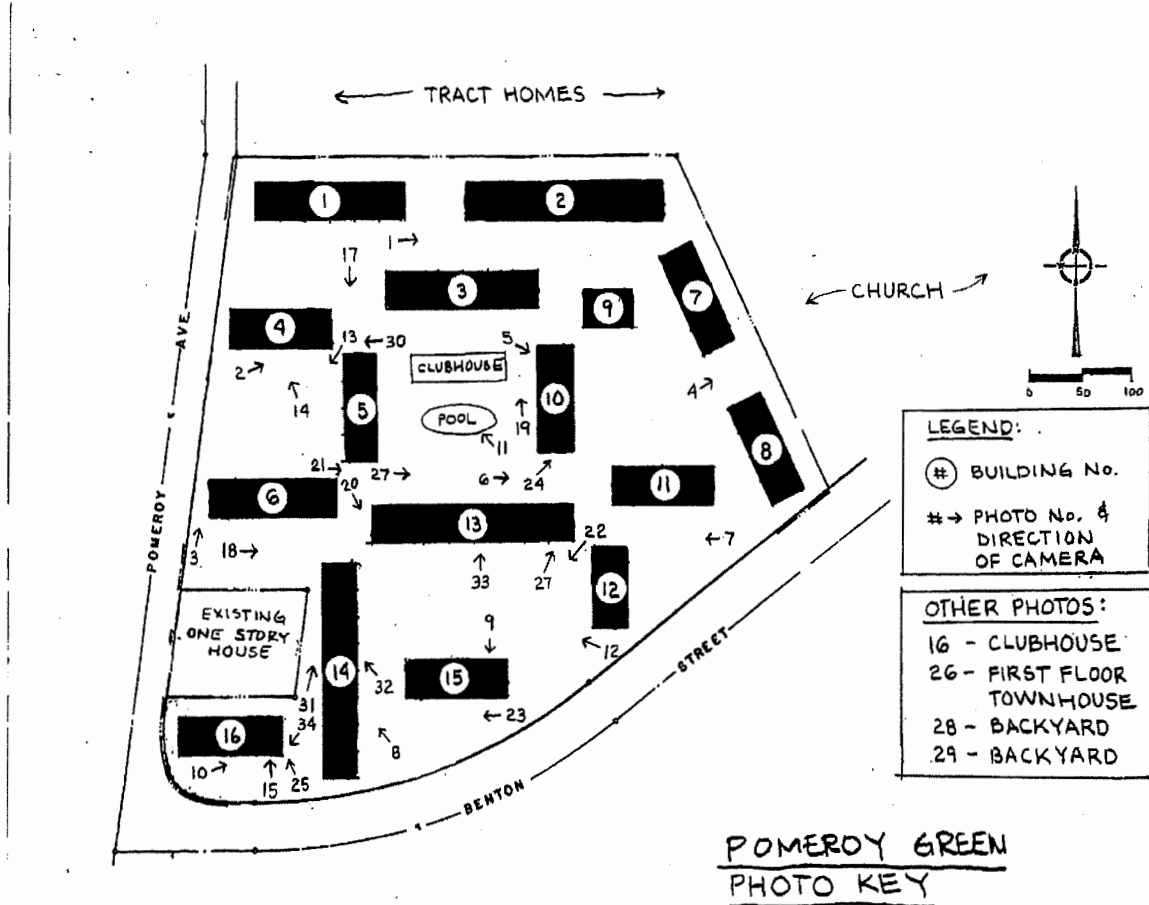


Source: Google maps, accessed January 14, 2019

Pomeroy Green
Name of Property

Santa Clara, California
County and State

Sketch Map/Photo Key

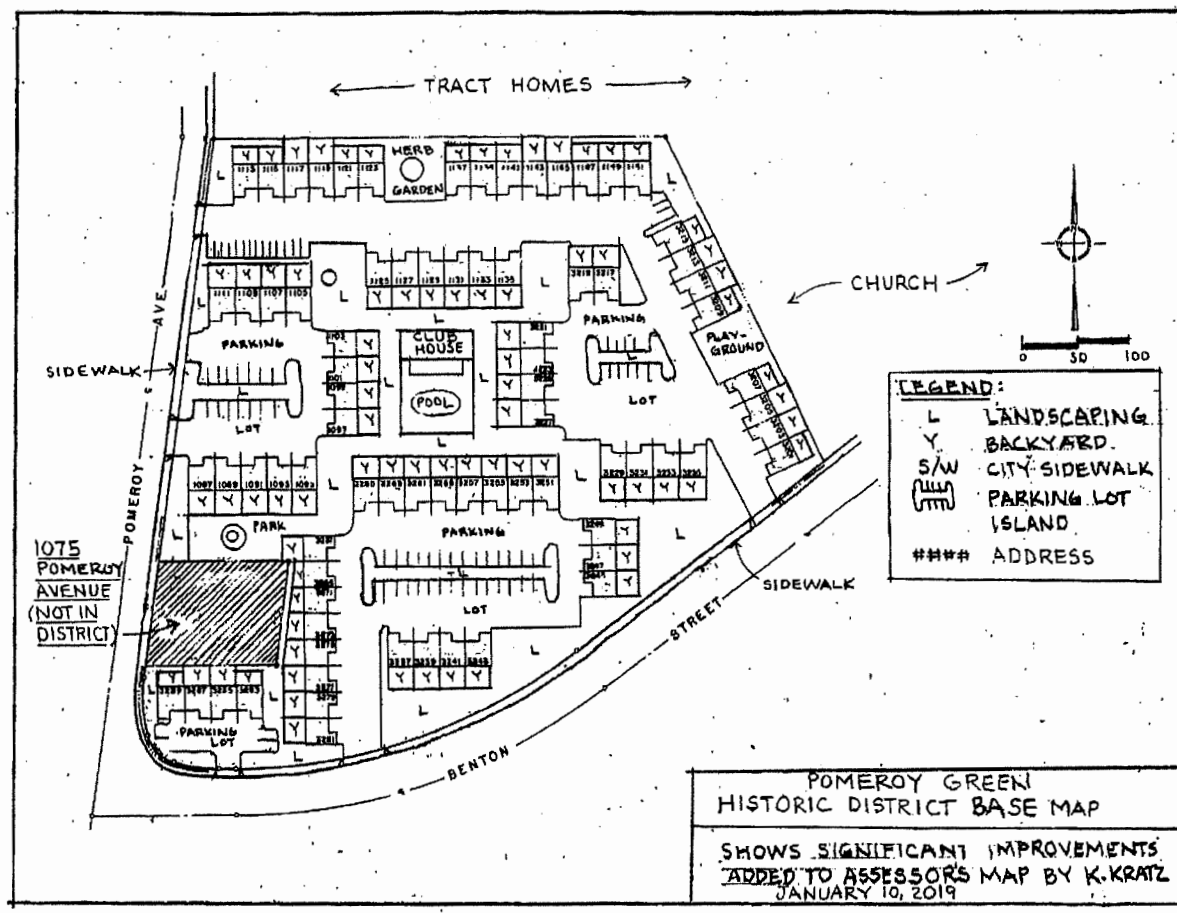


Drawing adapted from the Santa Clara County Assessor's Office parcel map, book 290, page 69

Pomeroy Green
Name of Property

Santa Clara, California
County and State

Figure 1 Base Map

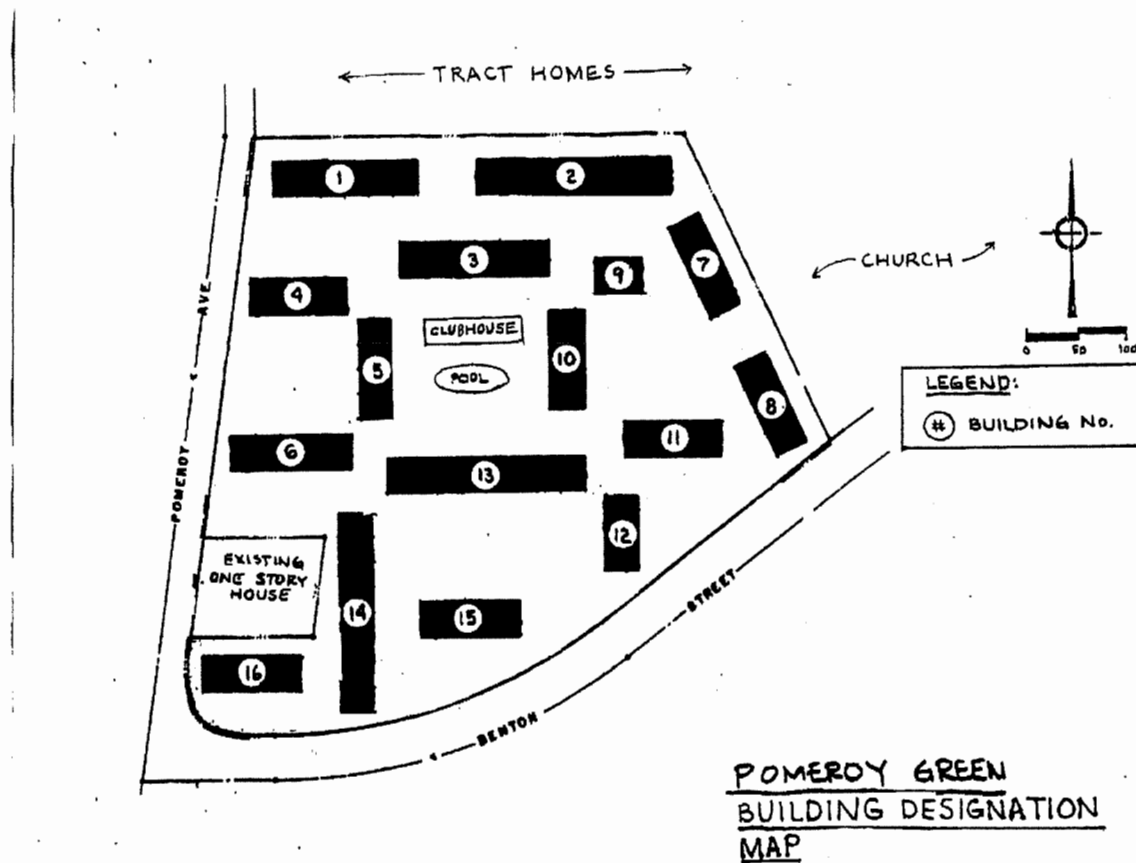


Drawing adapted from the Santa Clara County Assessor's Office parcel map, book 290, page 69

Pomeroy Green
Name of Property

Santa Clara, California
County and State

Figure 2 Building Designation Map

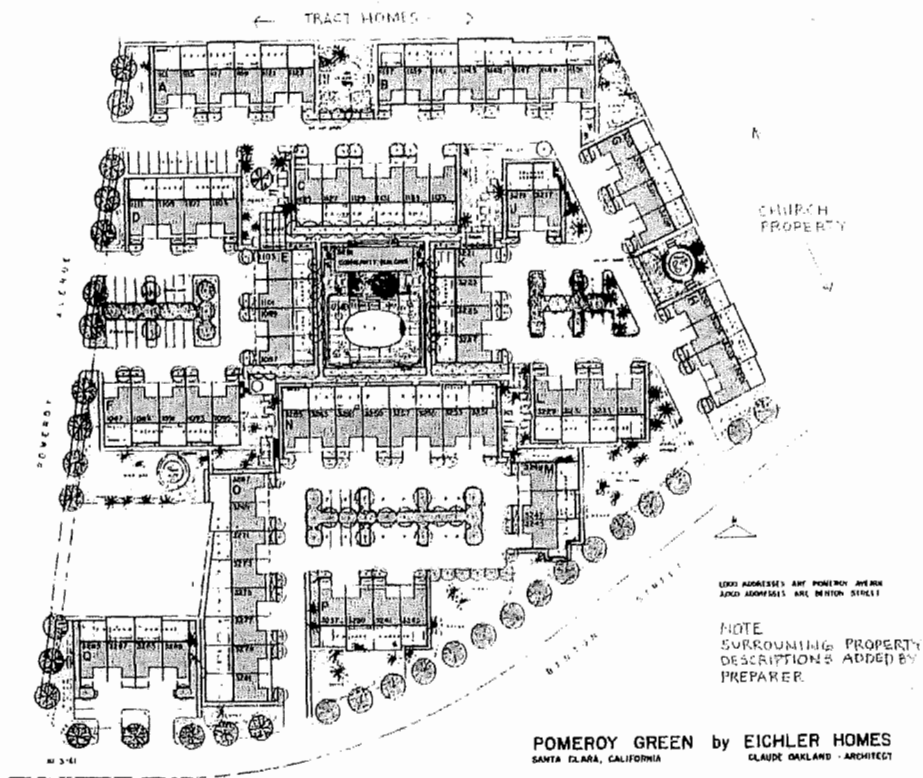


Drawing adapted from the Santa Clara County Assessor's Office parcel map, book 290, page 69

Pomeroy Green
Name of Property

Santa Clara, California
County and State

Figure 3 Eichler Homes Map, 1962-1963

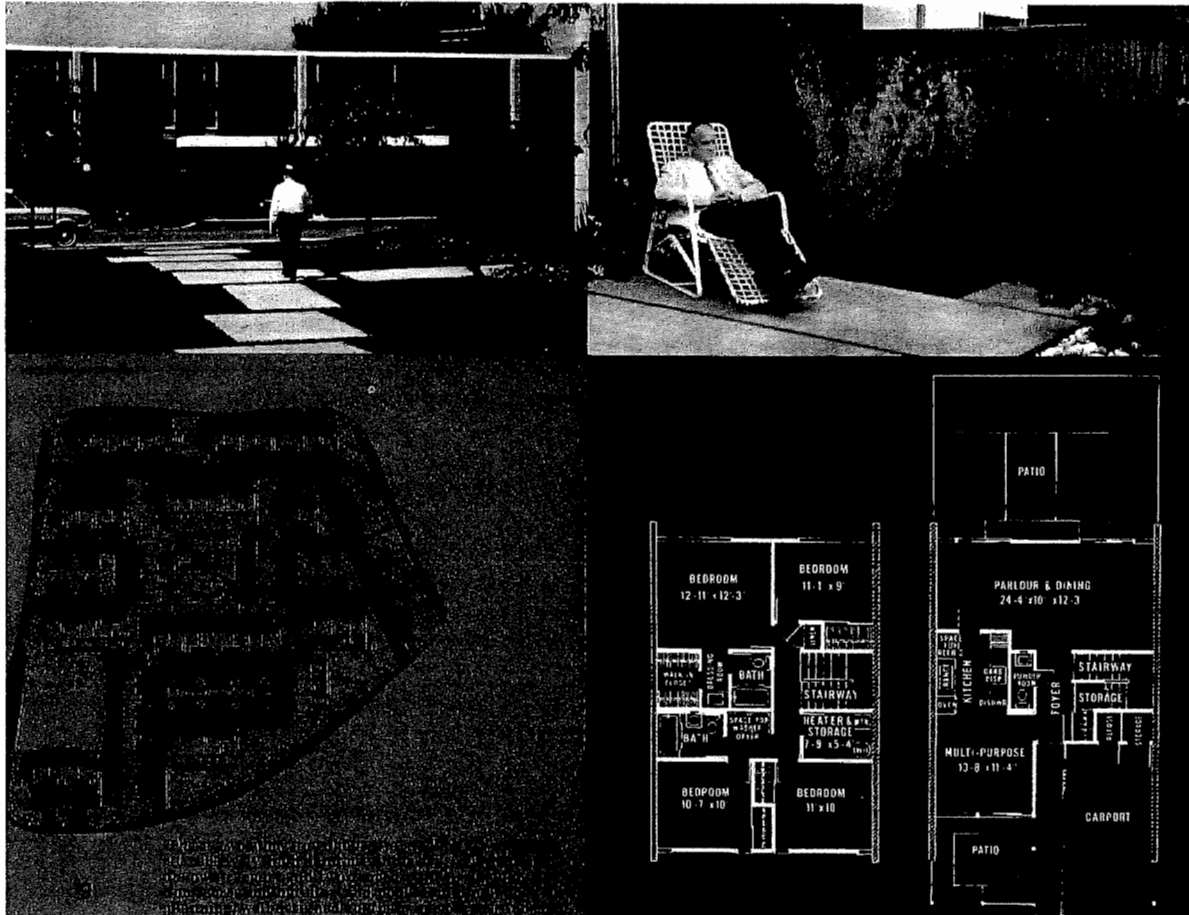


Source: Oakland and Imada Collection, 2002-3, box 14, folder IV 204, Pomeroy Green & Pomeroy West 1962-1963, Environmental Design Archives, University of California, Berkeley

Pomeroy Green
Name of Property

Santa Clara, California
County and State

Figure 4 Page from "Planned Unit Development with a Homes [sic] Association"

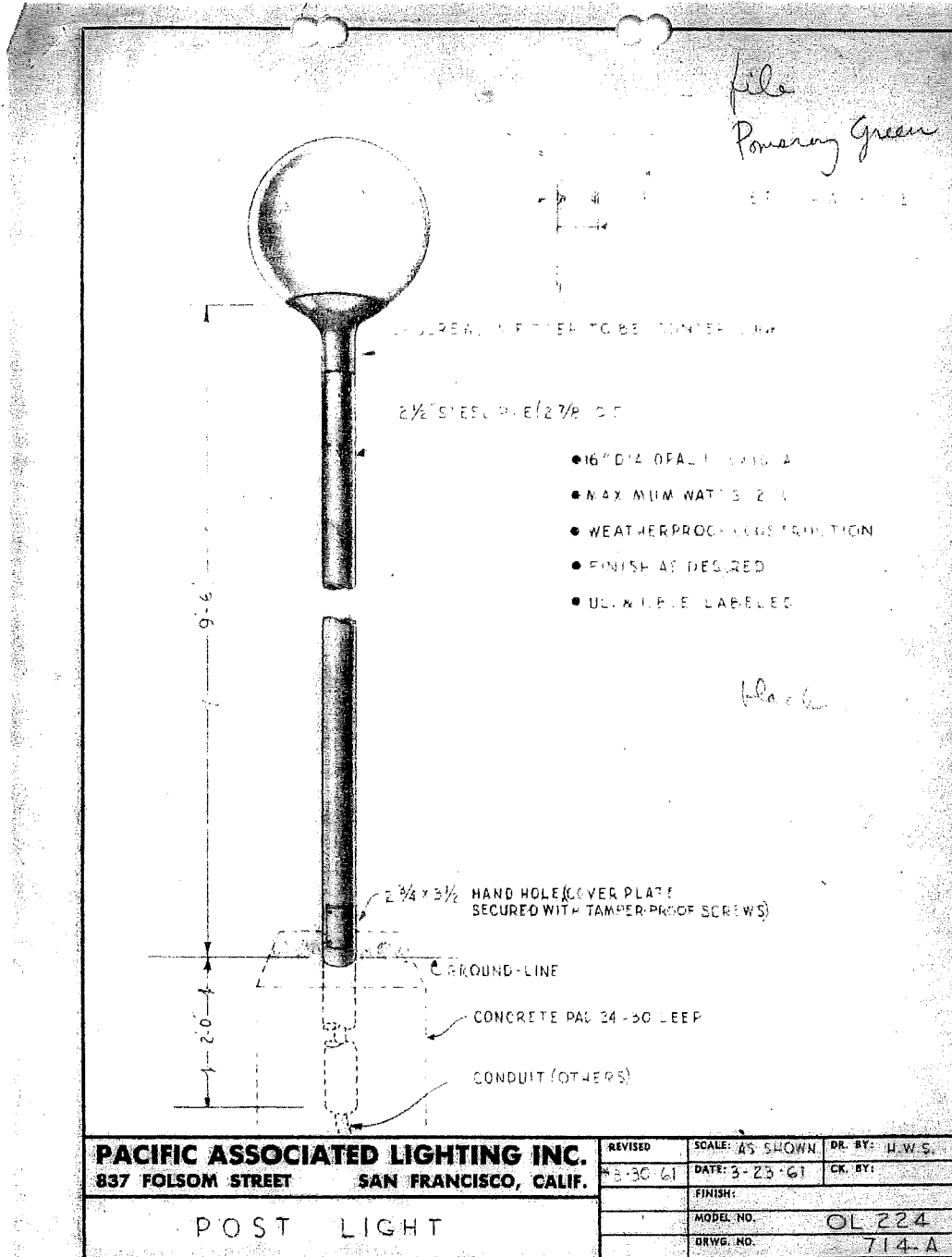


Source: Oakland and Imada Collection, 2002-3, box box 4, folder III 67, Pomeroy Green and Pomeroy West 1963-1964, Environmental Design Archives, University of California, Berkeley

Pomeroy Green
Name of Property

Santa Clara, California
County and State

Figure 5 Pole type exterior lighting




Source: Oakland and Imada Collection, 2002-3, box 11, folder V 81, Pomeroy Green 1960-1962, Environmental Design Archives, University of California, Berkeley

Pomeroy Green
Name of Property

Santa Clara, California
County and State

Figure 7 John Peter and Fred Lyon, "Solution for Suburbia" *Look*, 28, no.14 (July 14, 1964)



Swimming pool,
greenery and privacy
provide this

SOLUTION FOR SUBURBIA

THE CLUSTERING California town houses of Pomeroy Green reflect the single most significant trend in the way we live. Designed by architect Claude Oakland, built by Eichler Homes, Inc., they use our increasingly expensive and fast-disappearing suburban land sensibly and imaginatively. Homes share savings of common walls, yet provide country-club pleasures.

continued

Pomeroy Green
Name of Property

Santa Clara, California
County and State



Kitchens are carefully planned in relation to front patio and children's back playyard.



Pomeroy Green
Name of Property

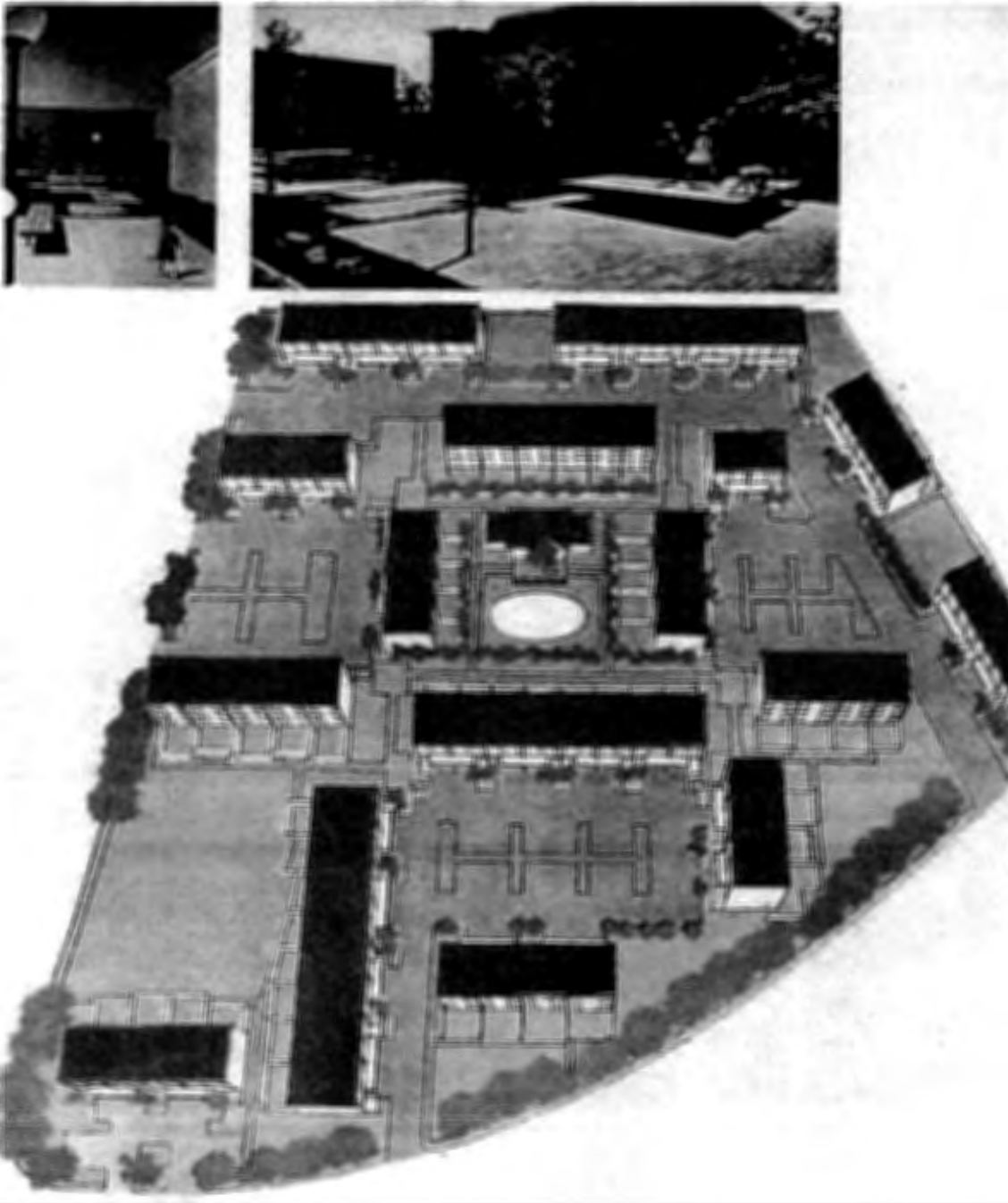
Santa Clara, California
County and State



Caption: Each 4-bedroom, 2 1/2-bathroom home has a light-filled living room (above), with sliding glass doors that open onto a private patio. Mrs. Frank La Horgue enjoys hers (right) for quiet hours or (left) for neighborly barbecues. With all maintenance—lawn mowing to appliance repair—included in the \$20-25,000 [sic] purchase price (under a \$200-per-month FHA mortgage), residents are free to enjoy leisure-time community activities or outside diversions, such as weekend cruises on a motorboat (below). This new concept of development living is such a success that a Pomeroy West has been built, and suburban townhouses are going up across the country.

Pomeroy Green
Name of Property

Santa Clara, California
County and State



Caption: This drawing shows the community's 78 two-story private homes. Grouped around 2 ½ acres of landscaped lawns and shared facilities, they are in Santa Clara County, southeast of San Francisco. Wide walkways (above), protected from traffic, insure safe passage, with frequent play platforms (above, right) for children on the way to the community center and pool.

Pomeroy Green
Name of Property

Santa Clara, California
County and State

Photo 1 Building 1 south façade (left foreground), Building 2 south façade (left background), Building 3 north façade (right), Building 7 north elevation (far background), camera facing east



Photo 2 Building 4 south façade (left), Building 5 west façade (right background), camera facing northeast



Pomeroy Green
Name of Property

Santa Clara, California
County and State

Photo 3 Building 6 west elevation (right), Building 4 south façade (left), mature landscape, camera facing northeast

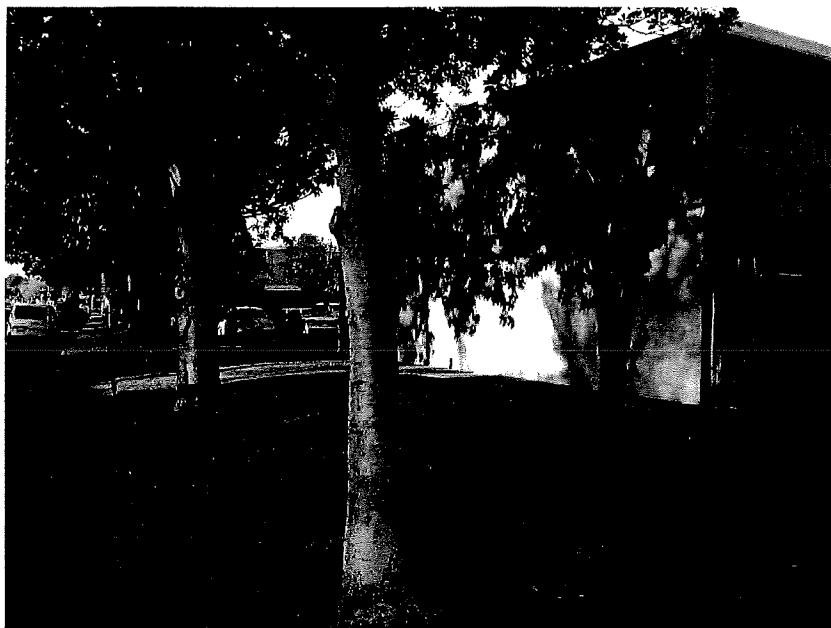


Photo 4 Playground between Buildings 7 and 8, camera facing east



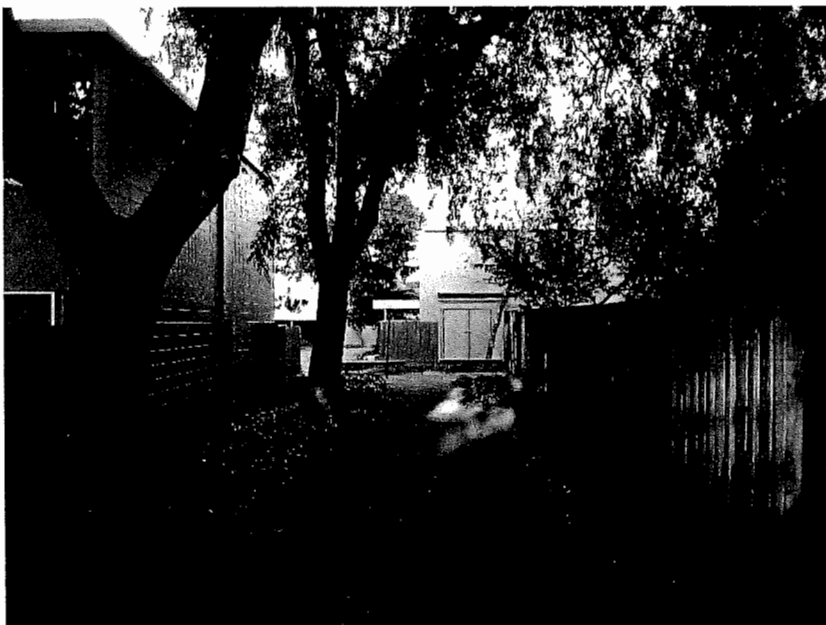
Pomeroy Green
Name of Property

Santa Clara, California
County and State

Photo 5 Building 10 north (left) and west (right) elevations with typical fireplace chimney, camera facing southeast



Photo 6 Walkway between Buildings 10 and 13, Building 10 west and south elevations (left), Building 11 west elevation with replacement utility box (middle), Building 13 north elevation (right), camera facing east



Pomeroy Green
Name of Property

Santa Clara, California
County and State

Photo 7 Building 12 east elevation, camera facing west



Photo 8 Building 14 east façade, camera facing northwest



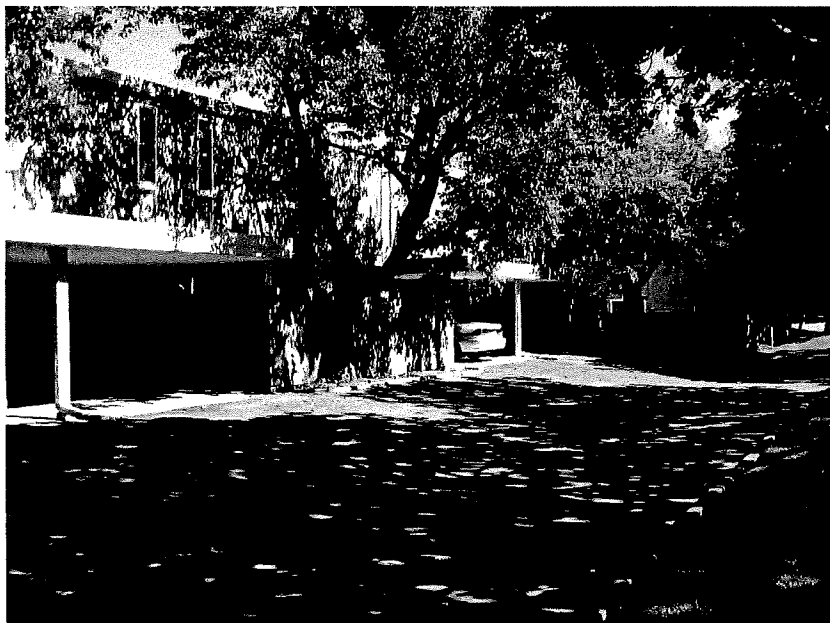
Pomeroy Green
Name of Property

Santa Clara, California
County and State

Photo 9 Building 15 north façade, camera facing south



Photo 10 Building 16 south elevation, camera facing northeast



Pomeroy Green
Name of Property

Santa Clara, California
County and State

Photo 11 Clubhouse (right), Building Five east elevation (left), camera facing northwest



Photo 12 Path from public sidewalk, Building 15 east elevation (left), Building 14 east façade (middle), Building 12 south elevation (right), camera facing northwest



Pomeroy Green
Name of Property

Santa Clara, California
County and State

Photo 13 Building 6 north façade, mature landscaping, camera facing southwest

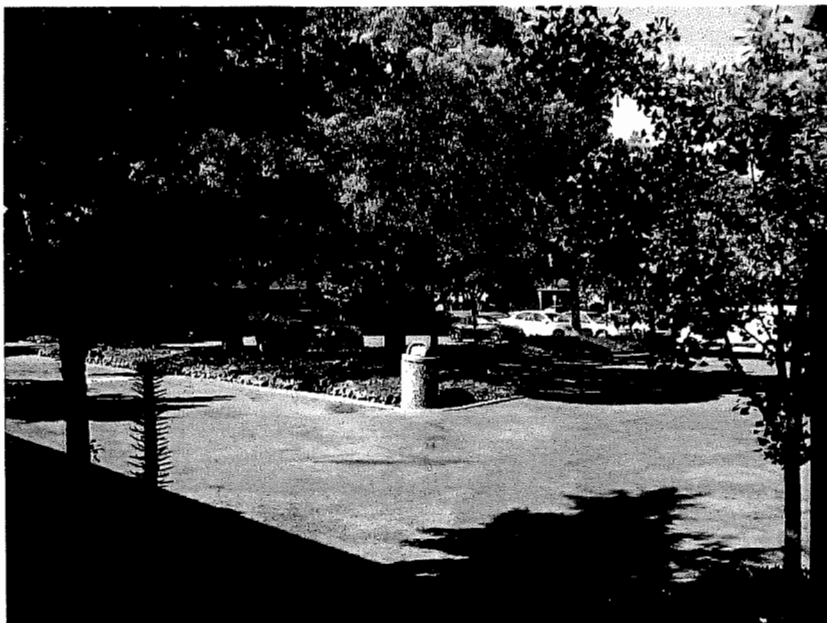
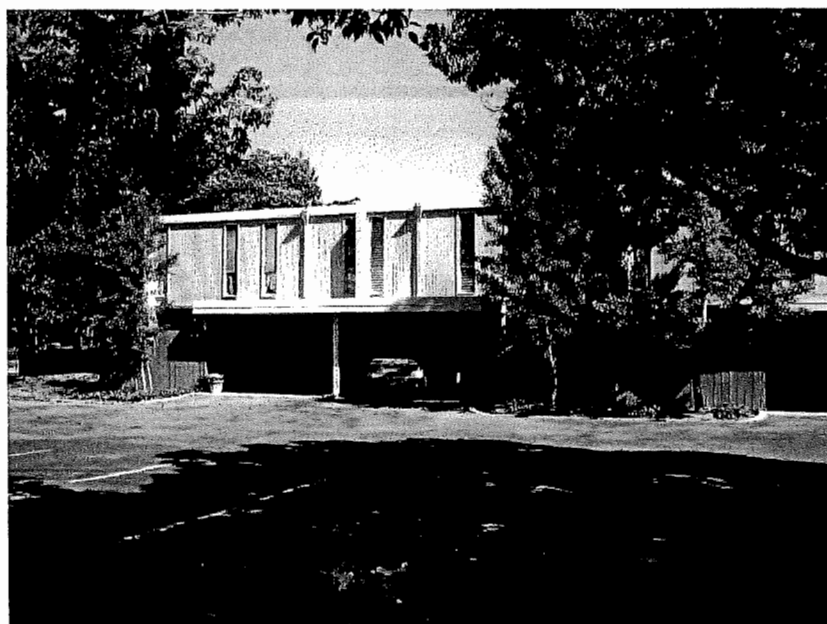


Photo 14 Building 4 south façade, camera facing northwest



Pomeroy Green
Name of Property

Santa Clara, California
County and State

Photo 15 Building 16 south façade, camera facing north



Photo 16 Clubhouse interior with view of pool, Building 10 west elevation (left background), Building 13 north elevation (right background), camera facing southeast



Pomeroy Green
Name of Property

Santa Clara, California
County and State

Photo 17 Basketball court, Building 3 west elevation (left), Building 5 south elevation (middle), Building 4 east elevation (right), camera facing south



Photo 18 Park, surrounded by Building 6 south elevation (left), Building 13 west elevation (middle far background), Building 14 west elevation (right), camera facing east
[NOTE: 1075 Pomeroy Ave further right, outside frame]



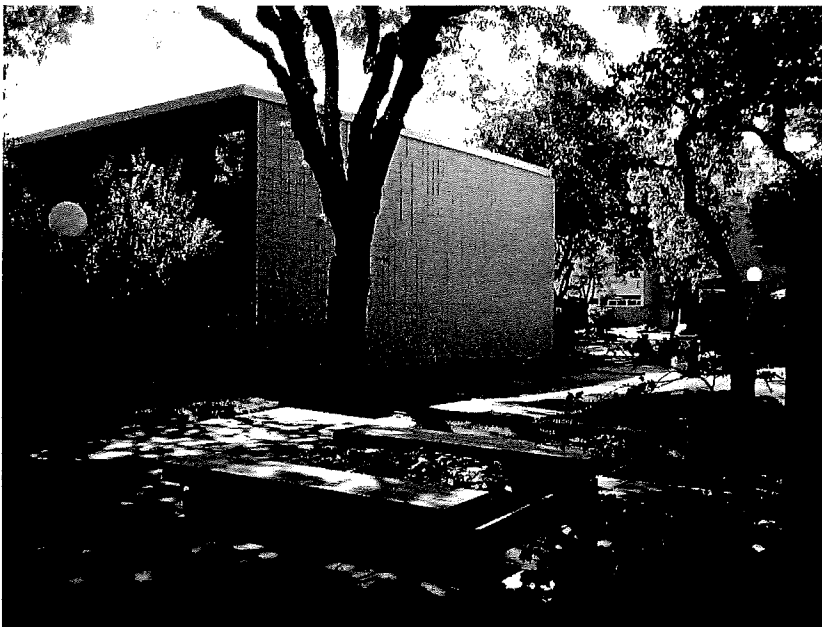
Pomeroy Green
Name of Property

Santa Clara, California
County and State

Photo 19 Building 10 west elevation (right) with walkway between Building 10 and pool, Building 3 south elevation (background), camera facing northeast



Photo 20 Walkway with benches between Buildings 6 and 13, Building 13 north and east elevations (left), Building 15 north façade (middle far background), Building 14 north elevation (right), camera facing southeast



Pomeroy Green
Name of Property

Santa Clara, California
County and State

Photo 21 Walkway between pool and Building 13, Building 11 west elevation (far background), camera facing east



Photo 22 Building 15 north façade (left), Building 14 west façade (right, obscured by trees), mature landscaping, camera facing southwest



Pomeroy Green
Name of Property

Santa Clara, California
County and State

Photo 23 Building 14 east façade (left), Building 15 south elevation (right), mature landscape, camera facing west



Photo 24 Building 10 west (left) and south (right) elevations, camera facing northeast



Pomeroy Green
Name of Property

Santa Clara, California
County and State

Photo 25 Building 16 south façade (left) and east elevation (right), camera facing northwest



Photo 26 Representative townhouse living room, camera facing southeast



Pomeroy Green
Name of Property

Santa Clara, California
County and State

Photo 27 Building 13 south façade with vinyl-framed sliding-glass door and windows, camera facing north



Photo 28 Representative townhouse backyard, Building 5 in background, camera facing southwest



Pomeroy Green
Name of Property

Santa Clara, California
County and State

Photo 29 Representative townhouse living room and backyard, camera facing south



Photo 30 Building 5 north elevation (left), Building 4 east elevation with replacement utility box (right), camera facing west



Pomeroy Green
Name of Property

Santa Clara, California
County and State

Photo 31 Building 14 west elevation with original aluminum framed windows (left) and replacement vinyl framed (right) windows, camera facing northeast



Photo 32 Building 14 east façade with original aluminum framed windows (left) and replacement vinyl framed windows (right), camera facing west



Pomeroy Green
Name of Property

Santa Clara, California
County and State

Photo 33 Building 13 south façade with replacement raised panel front door with fanlight, vinyl framed side light and sliding glass door, camera facing north



Photo 34 Building 16 east elevation with original gas meter box, camera facing southwest



NATIONAL REGISTER BULLETIN

Technical information on the the National Register of Historic Places:
survey, evaluation, registration, and preservation of cultural resources



U.S. Department of the Interior
National Park Service
Cultural Resources
National Register, History and Education

How to Apply the National Register Criteria for Evaluation



The mission of the Department of the Interior is to protect and provide access to our Nation's natural and cultural heritage and honor our trust responsibilities to tribes.

The National Park Service preserves unimpaired the natural and cultural resources and values of the National Park System for the enjoyment, education, and inspiration of this and future generations. The Park Service cooperates with partners to extend the benefits of natural and cultural resource conservation and outdoor recreation throughout this country and the world.

This material is partially based upon work conducted under a cooperative agreement with the National Conference of State Historic Preservation Officers and the U.S. Department of the Interior.

Date of publication: 1990; revised 1991, 1995, 1997. Revised for Internet 1995.

Cover

*(Top Left) **Criterion B - Frederick Douglass Home, Washington, D.C.** From 1877-1899, this was the home of Frederick Douglass, the former slave who rose to become a prominent author, abolitionist, editor, orator, and diplomat. (Walter Smalling, Jr.)*

*(Top Right) **Criterion D - Francis Canyon Ruin, Blanco vicinity, Rio Arriba County, New Mexico.** A fortified village site composed of 40 masonry-walled rooms arranged in a cluster of four house blocks. Constructed ca. 1716-1742 for protection against raiding Utes and Comanches, the site has information potential related to Navajo, Pueblo, and Spanish cultures. (Jon Samuelson)*

*(Bottom Left) **Criterion C - Bridge in Cherrytree Township, Venango County, Pennsylvania.** Built in 1882, this Pratt through truss bridge is significant for engineering as a well preserved example of a type of bridge frequently used in northwestern Pennsylvania in the late 19th century. (Pennsylvania Department of Transportation)*

*(Bottom Right) **Criterion A - Main Street/Market Square Historic District, Houston, Harris County, Texas.** Until well into the 20th century this district marked the bounds of public and business life in Houston. Constructed between the 1870s and 1920s, the district includes Houston's municipal and county buildings, and served as the city's wholesale, retail, and financial center. (Paul Hester)*

PREFACE

Preserving historic properties as important reflections of our American heritage became a national policy through passage of the Antiquities Act of 1906, the Historic Sites Act of 1935, and the National Historic Preservation Act of 1966, as amended. The Historic Sites Act authorized the Secretary of the Interior to identify and recognize properties of national significance (National Historic Landmarks) in United States history and archeology. The National Historic Preservation Act of 1966 authorized the Secretary to expand this recognition to properties of local and State significance in American history, architecture, archeology, engineering, and culture, and worthy of preservation. The National Register of Historic Places is the official list of these recognized properties, and is maintained and expanded by the National Park Service on behalf of the Secretary of the Interior.¹

The National Register of Historic Places documents the appearance and importance of districts, sites, buildings, structures, and objects signifi-

cant in our prehistory and history. These properties represent the major patterns of our shared local, State, and national experience. To guide the selection of properties included in the National Register, the National Park Service has developed the National Register Criteria for Evaluation. These criteria are standards by which every property that is nominated to the National Register is judged. In addition, the National Park Service has developed criteria for the recognition of nationally significant properties, which are designated National Historic Landmarks and prehistoric and historic units of the National Park System. Both these sets of criteria were developed to be consistent with the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*, which are uniform, national standards for preservation activities.²

This publication explains how the National Park Service applies these criteria in evaluating the wide range of properties that may be significant in local, State, and national history.

It should be used by anyone who must decide if a particular property qualifies for the National Register of Historic Places.

Listing properties in the National Register is an important step in a nationwide preservation process. The responsibility for the identification, initial evaluation, nomination, and treatment of historic resources lies with private individuals, State historic preservation offices, and Federal preservation offices, local governments, and Indian tribes. The final evaluation and listing of properties in the National Register is the responsibility of the Keeper of the National Register.

This bulletin was prepared by staff of the National Register Branch, Interagency Resources Division, National Park Service, with the assistance of the History Division. It was originally issued in draft form in 1982. The draft was revised into final form by Patrick W. Andrus, Historian, National Register, and edited by Rebecca H. Shrimpton, Consulting Historian.

Beth L. Savage, National Register and Sarah Dillard Pope, National Register, NCSHPO coordinated the latest revision of this bulletin. Antionette J. Lee, Tanya Gossett, and Kira Badamo coordinated earlier revisions.

¹Properties listed in the National Register receive limited Federal protection and certain benefits. For more information concerning the effects of listing, and how the National Register may be used by the general public and Certified Local Governments, as well as by local, State, and Federal agencies, and for copies of National Register Bulletins, contact the National Park Service, National Register, 1849 C Street, NW, NC400, Washington, D.C., 20240. Information may also be obtained by visiting the National Register Web site at www.cr.nps.gov/nr or by contacting any of the historic preservation offices in the States and territories.

²The *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation* are found in the *Federal Register*, Vol. 48, No. 190 (Thursday, September 29, 1983). A copy can be obtained by writing the National Park Service, Heritage Preservation Services (at the address above).

TABLE OF CONTENTS

Preface	i
I. Introduction	1
II. National Register Criteria for Evaluation	2
III. How to Use this Bulletin to Evaluate a Property	3
IV. How to Define Categories of Historic Properties	4
Building	4
Structure	4
Object	5
Site	5
District	5
Concentration, Linkage, & Continuity of Features	5
Significance	5
Types of Features	5
Geographical Boundaries	6
Discontiguous Districts	6
V. How to Evaluate a Property Within its Historic Context	7
Understanding Historic Contexts	7
How to Evaluate a Property Within Its Historic Context	7
Properties Significant Within More Than one Historic Context	9
Comparing Related Properties	9
Local, State, and National Historic Contexts	9
VI. How to Identify the Type of Significance of a Property	11
Introduction	11
Criterion A: Event	12
Understanding Criterion A	12
Applying Criterion A	12
Types of Events	12
Association of the Property with the Events	12
Significance of the Association	12
Traditional Cultural Values	13
Criterion B: Person	14
Understanding Criterion B	14
Applying Criterion B	15
Significance of the Individual	15
Association with the Property	15
Comparison to Related Properties	15
Association with Groups	15
Association with Living Persons	16
Association with Architects/Artisans	16
Native American Sites	16
Criterion C: Design/Construction	17
Understanding Criterion C	17
Applying Criterion C	18

Distinctive Characteristics of Type, Period, and Method of Construction	18
Historic Adaptation of the Original Property	19
Works of a Master	20
Properties Possessing High Artistic Values	20
Criterion D: Information Potential	21
Understanding Criterion D	21
Applying Criterion D	21
Archeological Sites	21
Buildings, Structures, and Objects	21
Association with Human Activity	22
Establishing a Historic Context	22
Developing Research Questions	22
Establishing the Presence of Adequate Data	23
Integrity	23
Partly Excavated or Disturbed Properties	23
Completely Excavated Sites	24
VII. How to Apply the Criteria Considerations	25
Introduction	25
Criteria Consideration A: Religious Properties	26
Understanding Criteria Consideration A	26
Applying Criteria Consideration A	26
Eligibility for Historic Events	26
Eligibility for Historic Persons	27
Eligibility for Architectural or Artistic Distinction	28
Eligibility for Information Potential	28
Ability to Reflect Historic Associations	28
Criteria Consideration B: Moved Properties	29
Understanding Criteria Consideration B	29
Applying Criteria Consideration B	29
Eligibility for Architectural Value	29
Eligibility for Historic Associations	30
Setting and Environment	30
Association Dependent on the Site	30
Properties Designed to Be Moved	31
Artificially Created Groupings	31
Portions of Properties	31
Criteria Consideration C: Birthplaces and Graves	32
Understanding Criteria Consideration C	32
Applying Criteria Consideration C	32
Persons of Outstanding Importance	32
Last Surviving Property Associated with a Person	32
Eligibility for Other Associations	33
Criteria Consideration D: Cemeteries	34
Understanding Criteria Consideration D	34
Applying Criteria Consideration D	34
Persons of Transcendent Importance	34
Eligibility on the Basis of Age	35
Eligibility for Design	35
Eligibility for Association with Events	35
Eligibility for Information Potential	35
Integrity	36
National Cemeteries	36
Criteria Consideration E: Reconstructed Properties	37
Understanding Criteria Consideration E	37
Applying Criteria Consideration E	37
Accuracy of the Reconstruction	37
Suitable Environment	37
Restoration Master Plans	38

Last Surviving Property of a Type	38
Reconstructions Older than Fifty Years	38
Criteria Consideration F: Commemorative Properties	39
Understanding Criteria Consideration F	39
Applying Criteria Consideration F	39
Eligibility for Design	39
Eligibility for Age, Tradition, or Symbolic Value	40
Ineligibility as the Last Representative of an Event or Person	40
Criteria Consideration G: Properties that Have Achieved Significance Within the Past Fifty Years	41
Understanding Criteria Consideration G	41
Applying Criteria Consideration G	42
Eligibility for Exceptional Importance	42
Historical Perspective	42
National Park Service Rustic Architecture	42
Veterans Administration Hospitals	42
Comparison with Related Properties	42
World War II Properties	42
Eligibility for Information Potential	43
Historic Districts	43
Properties Over Fifty Years in Age, Under Fifty Years in Significance	43
Requirement to Meet the Criteria, Regardless of Age	43
VIII. How to Evaluate the Integrity of a Property	44
Introduction	44
Understanding the Aspects of Integrity	44
Location	44
Design	44
Setting	44
Materials	45
Workmanship	45
Feeling	45
Association	45
Assessing Integrity in Properties	45
Defining the Essential Physical Features	46
Visibility of the Physical Features	46
Comparing Similar Properties	47
Determining the Relevant Aspects of Integrity	48
IX. Summary of the National Historic Landmarks Criteria for Evaluation	50
X. Glossary	53
XI. List of National Register Bulletins	54

I. INTRODUCTION

The National Register is the nation's inventory of historic places and the national repository of documentation on the variety of historic property types, significance, abundance, condition, ownership, needs, and other information. It is the beginning of a national census of historic properties. The National Register Criteria for Evaluation define the scope of the National Register of Historic Places; they identify the range of resources and kinds of significance that will qualify properties for listing in the National Register. The Criteria are written broadly to recognize the wide variety of historic properties associated with our prehistory and history.

Decisions concerning the significance, historic integrity, documentation, and treatment of properties can be made reliably only when the resource is evaluated within its historic context. The historic context serves as the framework within which the National Register Criteria are applied to specific properties or property types. (See *Part V* for a brief discussion of

historic contexts. Detailed guidance for developing and applying historic contexts is contained in *National Register Bulletin: How to Complete the National Register Registration Form* and *National Register Bulletin: How to Complete the National Register Multiple Property Documentation Form*.)

The guidelines provided here are intended to help you understand the National Park Service's use of the Criteria for Evaluation, historic contexts, integrity, and Criteria Considerations, and how they apply to properties under consideration for listing in the National Register. Examples are provided throughout, illustrating specific circumstances in which properties are and are not eligible for the National Register. This bulletin should be used by anyone who is:

- Preparing to nominate a property to the National Register,
- Seeking a determination of a property's eligibility,
- Evaluating the comparable significance of a property to those listed in the National Register, or
- Expecting to nominate a property as a National Historic Landmark in addition to nominating it to the National Register.

This bulletin also contains a summary of the National Historic Landmarks Criteria for Evaluation (see *Part IX*). National Historic Landmarks are those districts, sites, buildings, structures, and objects designated by the Secretary of the Interior as possessing national significance in American history, architecture, archeology, engineering, and culture. Although National Register documentation includes a recommendation about whether a property is significant at the local, State, or national level, the only official designation of national significance is as a result of National Historic Landmark designation by the Secretary of the Interior, National Monument designation by the President of the United States, or establishment as a unit of the National Park System by Congress. These properties are automatically listed in the National Register.

II. THE NATIONAL REGISTER CRITERIA FOR EVALUATION

CRITERIA FOR EVALUATION:³

The quality of significance in American history, architecture, archeology, engineering, and culture is present in districts, sites, buildings, structures, and objects that possess integrity of location, design, setting, materials, workmanship, feeling, and association, and:

- A. That are associated with events that have made a significant contribution to the broad patterns of our history; or
- B. That are associated with the lives of persons significant in our past; or
- C. That embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or
- D. That have yielded, or may be likely to yield, information important in prehistory or history.

CRITERIA CONSIDERATIONS:

Ordinarily cemeteries, birthplaces, or graves of historical figures, properties owned by religious institutions or used for religious purposes, structures that have been moved from their original locations, reconstructed historic buildings, properties primarily commemorative in nature, and properties that have achieved significance within the past 50 years shall not be considered eligible for the National Register. However, such properties *will qualify* if they are integral parts of districts that do meet the criteria or if they fall within the following categories:

- a. A religious property deriving primary significance from architectural or artistic distinction or historical importance; or
- b. A building or structure removed from its original location but which is significant primarily for architectural value, or which is the surviving structure most importantly associated with a historic person or event; or

- c. A birthplace or grave of a historical figure of outstanding importance if there is no appropriate site or building directly associated with his or her productive life; or
- d. A cemetery which derives its primary significance from graves of persons of transcendent importance, from age, from distinctive design features, or from association with historic events; or
- e. A reconstructed building when accurately executed in a suitable environment and presented in a dignified manner as part of a restoration master plan, and when no other building or structure with the same association has survived; or
- f. A property primarily commemorative in intent if design, age, tradition, or symbolic value has invested it with its own exceptional significance; or
- g. A property achieving significance within the past 50 years if it is of exceptional importance.

³The Criteria for Evaluation are found in the *Code of Federal Regulations, Title 36, Part 60*, and are reprinted here in full.

III. HOW TO USE THIS BULLETIN TO EVALUATE A PROPERTY

For a property to qualify for the National Register it must meet one of the National Register Criteria for Evaluation by:

- **Being associated with an important historic context** *and*
- **Retaining historic integrity of those features necessary to convey its significance.**

Information about the property based on physical examination and documentary research is necessary to evaluate a property's eligibility for the National Register. Evaluation of a property is most efficiently made when following this sequence:

1. Categorize the property (Part IV).
A property must be classified as

a district, site, building, structure, or object for inclusion in the National Register.

2. **Determine which prehistoric or historic context(s) the property represents** (Part V). A property must possess significance in American history, architecture, archeology, engineering, or culture when evaluated within the historic context of a relevant geographic area.
3. Determine whether the property is significant under the National Register Criteria (Part VI). This is done by identifying the links to important events or persons, design or construction features, or information potential that make the property important.

4. Determine if the property represents a type usually excluded from the National Register (Part VII). If so, determine if it meets any of the Criteria Considerations.

5. Determine whether the property retains integrity (Part VIII). Evaluate the aspects of location, design, setting, workmanship, materials, feeling, and association that the property must retain to convey its historic significance.

If, after completing these steps, the property appears to qualify for the National Register, the next step is to prepare a written nomination. (Refer to *National Register Bulletin: How to Complete the National Register Registration Form*.)

IV. HOW TO DEFINE CATEGORIES OF HISTORIC PROPERTIES

The National Register of Historic Places includes significant properties, classified as buildings, sites, districts, structures, or objects. It is not used to list intangible values, except in so far as they are associated with or reflected by historic properties. The National Register does not list cultural events, or skilled or talented individuals, as is done in some countries. Rather, the National Register is oriented to recognizing physically concrete properties that are relatively fixed in location.

For purposes of National Register nominations, small groups of properties are listed under a single category, using the primary resource. For example, a city hall and fountain would be categorized by the city hall (building), a farmhouse with two outbuildings would be categorized by the farmhouse (building), and a city park with a gazebo would be categorized by the park (site). Properties with large acreage or a number of resources are usually considered districts. Common sense and reason should dictate the selection of categories.

BUILDING

A building, such as a house, barn, church, hotel, or similar construction, is created principally to shelter any form of human activity. "Building" may also be used to refer to a historically and functionally related unit, such as a courthouse and jail or a house and barn.

Buildings eligible for the National Register must include all of their basic structural elements. Parts of buildings, such as interiors, facades, or wings, are not eligible independent of the rest of the existing building. The

whole building must be considered, and its significant features must be identified.

If a building has lost any of its basic structural elements, it is usually considered a "ruin" and is categorized as a site.

Examples of buildings include:

*administration building
carriage house
church
city or town hall
courthouse
detached kitchen, barn, and privy
dormitory
fort
garage
hotel
house
library
mill building
office building
post office
school
social hall
shed
stable
store
theater
train station*

STRUCTURE

The term "structure" is used to distinguish from buildings those functional constructions made usually for purposes other than creating human shelter.

Structures nominated to the National Register must include all of the extant basic structural elements. Parts of structures can not be considered eligible if the whole structure remains. For example, a truss bridge is composed of the metal or wooden truss, the abutments, and supporting

piers, all of which, if extant, must be included when considering the property for eligibility.

If a structure has lost its historic configuration or pattern of organization through deterioration or demolition, it is usually considered a "ruin" and is categorized as a site.

Examples of structures include:

*aircraft
apiary
automobile
bandstand
boats and ships
bridge
cairn
canal
carousel
corncrib
dam
earthwork
fence
gazebo
grain elevator
highway
irrigation system
kiln
lighthouse
railroad grade
silo
trolley car
tunnel
windmill*

OBJECT

The term “object” is used to distinguish from buildings and structures those constructions that are primarily artistic in nature or are relatively small in scale and simply constructed. Although it may be, by nature or design, movable, an object is associated with a specific setting or environment.

Small objects not designed for a specific location are normally not eligible. Such works include transportable sculpture, furniture, and other decorative arts that, unlike a fixed outdoor sculpture, do not possess association with a specific place.

Objects should be in a setting appropriate to their significant historic use, roles, or character. Objects relocated to a museum are inappropriate for listing in the National Register.

Examples of objects include:

*boundary marker
fountain
milepost
monument
sculpture
statuary*

SITE

A site is the location of a significant event, a prehistoric or historic occupation or activity, or a building or structure, whether standing, ruined, or vanished, where the location itself possesses historic, cultural, or archeological value regardless of the value of any existing structure.

A site can possess associative significance or information potential or both, and can be significant under any or all of the four criteria. A site need not be marked by physical remains if it is the location of a prehistoric or historic event or pattern of events and if no buildings, structures, or objects marked it at the time of the events. However, when the location of a prehistoric or historic event cannot be conclusively determined because no other cultural materials were present or survive, documentation must be carefully evaluated to determine whether the traditionally recognized or identified site is accurate.

A site may be a natural landmark strongly associated with significant prehistoric or historic events or patterns of events, if the significance of the natural feature is well documented through scholarly research. Generally, though, the National Register excludes from the definition of “site” natural waterways or bodies of water that served as determinants in the location of communities or were significant in the locality’s subsequent economic development. While they may have been “avenues of exploration,” the features most appropriate to document this significance are the properties built in association with the waterways.

Examples of sites include:

*battlefield
campsite
cemeteries significant for information
potential or historic association
ceremonial site
designed landscape
habitation site
natural feature (such as a rock formation)
having cultural significance
petroglyph
rock carving
rock shelter
ruins of a building or structure
shipwreck
trail
village site*

DISTRICT

A district possesses a significant concentration, linkage, or continuity of sites, buildings, structures, or objects united historically or aesthetically by plan or physical development.

CONCENTRATION, LINKAGE, & CONTINUITY OF FEATURES

A district derives its importance from being a unified entity, even though it is often composed of a wide variety of resources. The identity of a district results from the interrelationship of its resources, which can convey a visual sense of the overall historic environment or be an arrangement of historically or functionally related properties. For example, a district can reflect one principal activity, such as a mill or a ranch, or it can encompass several interrelated activities, such as an area that includes industrial, residential, or

commercial buildings, sites, structures, or objects. A district can also be a grouping of archeological sites related primarily by their common components; these types of districts often will not visually represent a specific historic environment.

SIGNIFICANCE

A district must be significant, as well as being an identifiable entity. It must be important for historical, architectural, archeological, engineering, or cultural values. Therefore, districts that are significant will usually meet the last portion of Criterion C plus Criterion A, Criterion B, other portions of Criterion C, or Criterion D.

TYPES OF FEATURES

A district can comprise both features that lack individual distinction and individually distinctive features that serve as focal points. It may even be considered eligible if all of the components lack individual distinction, provided that the grouping achieves significance as a whole within its historic context. In either case, the majority of the components that add to the district’s historic character, even if they are individually undistinguished, must possess integrity, as must the district as a whole.

A district can contain buildings, structures, sites, objects, or open spaces that do not contribute to the significance of the district. The number of noncontributing properties a district can contain yet still convey its sense of time and place and historical development depends on how these properties affect the district’s integrity. In archeological districts, the primary factor to be considered is the effect of any disturbances on the information potential of the district as a whole.

GEOGRAPHICAL BOUNDARIES

A district must be a definable geographic area that can be distinguished from surrounding properties by changes such as density, scale, type, age, style of sites, buildings, structures, and objects, or by documented differences in patterns of historic development or associations. It is seldom defined, however, by the limits of current parcels of ownership, management, or planning boundaries. The boundaries must be based upon a shared relationship among the properties constituting the district.

DISCONTIGUOUS DISTRICTS

A district is usually a single geographic area of contiguous historic properties; however, a district can also be composed of two or more definable significant areas separated by nonsignificant areas. A discontinuous district is most appropriate where:

- Elements are spatially discrete;
- Space between the elements is not related to the significance of the district; and
- Visual continuity is not a factor in the significance.

In addition, a canal can be treated as a discontinuous district when the system consists of man-made sections of canal interspersed with sections of river navigation. For scattered archeological properties, a discontinuous district is appropriate when the deposits are related to each other through cultural affiliation, period of use, or site type.

It is not appropriate to use the discontinuous district format to include an isolated resource or small group of resources which were once connected to the district, but have since been separated either through demolition or new construction. For example, do not use the discontinuous district format to nominate individual buildings of a downtown commercial district that have become isolated through demolition.

Examples of districts include:

*business districts
canal systems
groups of habitation sites
college campuses
estates and farms with large acreage/
numerous properties
industrial complexes
irrigation systems
residential areas
rural villages
transportation networks
rural historic districts*



Ordeman-Shaw Historic District, Montgomery, Montgomery County, Alabama. Historic districts derive their identity from the interrelationship of their resources. Part of the defining characteristics of this 19th century residential district in Montgomery, Alabama, is found in the rhythmic pattern of the rows of decorative porches. (Frank L. Thierrnonge, III)

V. HOW TO EVALUATE A PROPERTY WITHIN ITS HISTORIC CONTEXT

UNDERSTANDING HISTORIC CONTEXTS

To qualify for the National Register, a property must be significant; that is, it must represent a significant part of the history, architecture, archeology, engineering, or culture of an area, and it must have the characteristics that make it a good representative of properties associated with that aspect of the past. This section explains how to evaluate a property within its historic context.

The significance of a historic property can be judged and explained only when it is evaluated within its historic context. Historic contexts are those patterns or trends in history by which a specific occurrence, property, or site is understood and its meaning (and ultimately its significance) within history or prehistory is made clear. Historians, architectural historians, folklorists, archeologists, and anthropologists use different words to describe this phenomena such as trend, pattern, theme, or cultural affiliation, but ultimately the concept is the same.

The concept of historic context is not a new one; it has been fundamental to the study of history since the 18th century and, arguably, earlier than that. Its core premise is that resources, properties, or happenings in history do not occur in a vacuum but rather are part of larger trends or patterns.

In order to decide whether a property is significant within its historic context, the following five things must be determined:

- The facet of prehistory or history of the local area, State, or the nation that the property represents;
- Whether that facet of prehistory or history is significant;
- Whether it is a type of property that has relevance and importance in illustrating the historic context;
- How the property illustrates that history; and finally
- Whether the property possesses the physical features necessary to convey the aspect of prehistory or history with which it is associated.

These five steps are discussed in detail below. If the property being evaluated does represent an important aspect of the area's history or prehistory *and* possesses the requisite quality of integrity, then it qualifies for the National Register.

HOW TO EVALUATE A PROPERTY WITHIN ITS HISTORIC CONTEXT

Identify what the property represents: the theme(s), geographical limits, and chronological period that provide a perspective from which to evaluate the property's significance.

Historic contexts are historical patterns that can be identified through consideration of the history of the property and the history of the surrounding area. Historic contexts may have already been defined in your area by the State historic preservation office, Federal agencies, or local governments. In accordance with the National Register Criteria, the historic context may relate to one of the following:

- An event, a series of events or activities, or patterns of an area's development (Criterion A);
- Association with the life of an important person (Criterion B);
- A building form, architectural style, engineering technique, or artistic values, based on a stage of physical development, or the use of a material or method of construction that shaped the historic identity of an area (Criterion C); or
- A research topic (Criterion D).

⁴ For a complete discussion of historic contexts, see *National Register Bulletin: Guidelines for Completing National Register of Historic Places Registration Forms*.

Determine how the theme of the context is significant in the history of the local area, the State, or the nation.

A theme is a means of organizing properties into coherent patterns based on elements such as environment, social/ethnic groups, transportation networks, technology, or political developments that have influenced the development of an area during one or more periods of prehistory or history. A theme is considered significant if it can be demonstrated, through scholarly research, to be important in American history. Many significant themes can be found in the following list of Areas of Significance used by the National Register.

AREAS OF SIGNIFICANCE

Agriculture
Architecture
Archeology
 Prehistoric
 Historic—Aboriginal
 Historic—Non-Aboriginal
Art
Commerce
Communications
Community Planning and Development
Conservation
Economics
Education
Engineering
Entertainment/Recreation
Ethnic Heritage
 Asian
 Black
 European
 Hispanic
 Native American
 Pacific Islander
 Other
Exploration/Settlement
Health/Medicine
Industry
Invention
Landscape Architecture
Law
Literature
Maritime History
Military
Performing Arts
Philosophy
Politics/Government
Religion
Science
Social History
Transportation
Other

Determine what the property type is and whether it is important in illustrating the historic context.

A context may be represented by a variety of important property types. For example, the context of "Civil War Military Activity in Northern Virginia" might be represented by such properties as: a group of mid-19th century fortification structures; an open field where a battle occurred; a knoll from which a general directed troop movements; a sunken transport ship; the residences or public buildings that served as company headquarters; a railroad bridge that served as a focal point for a battle; and earthworks exhibiting particular construction techniques.

Because a historic context for a community can be based on a distinct period of development, it might include numerous property types. For example, the context "Era of Industrialization in Grand Bay, Michigan, 1875 - 1900" could be represented by important property types as diverse as sawmills, paper mill sites, salt refining plants, flour mills, grain elevators, furniture factories, workers housing, commercial buildings, social halls, schools, churches, and transportation facilities.

A historic context can also be based on a single important type of property. The context "Development of County Government in Georgia, 1777 - 1861" might be represented solely by courthouses. Similarly, "Bridge Construction in Pittsburgh, 1870 - 1920" would probably only have one property type.

Determine how the property represents the context through specific historic associations, architectural or engineering values, or information potential (the Criteria for Evaluation).

For example, the context of county government expansion is represented under Criterion A by historic districts or buildings that reflect population growth, development patterns, the role of government in that society, and political events in the history of the State, as well as the impact of county government on the physical development of county seats. Under Criterion C, the context is represented by properties whose architectural treatments reflect their governmental functions, both practically and symbolically. (See *Part VI: How to Identify the Type of Significance of a Property.*)

Determine what physical features the property must possess in order for it to reflect the significance of the historic context.

These physical features can be determined after identifying the following:

- Which types of properties are associated with the historic context,
- The ways in which properties can represent the theme, and
- The applicable aspects of integrity.

Properties that have the defined characteristics are eligible for listing. (See *Part VIII: How to Evaluate the Integrity of a Property.*)

PROPERTIES SIGNIFICANT WITHIN MORE THAN ONE HISTORIC CONTEXT

A specific property can be significant within one or more historic contexts, and, if possible, all of these should be identified. For example, a public building constructed in the 1830s that is related to the historic context of Civil War campaigns in the area might also be related to the theme of political developments in the community during the 1880s. A property is only required, however, to be documented as significant in one context.

COMPARING RELATED PROPERTIES

Properties listed in the National Register must possess significance when evaluated in the perspective of their historic context. Once the historic context is established and the property type is determined, it is not necessary to evaluate the property in question against other properties if:

- It is the sole example of a property type that is important in illustrating the historic context or
- It clearly possesses the defined characteristics required to strongly represent the context.

If these two conditions do not apply, then the property will have to be evaluated against other examples of the property type to determine its eligibility. The geographic level (local, State, or national) at which this evaluation is made is the same as the level of the historic context. (See *Part V: How to Evaluate a Property Within Its Historic Context*.)

LOCAL, STATE, AND NATIONAL HISTORIC CONTEXTS

Historic contexts are found at a variety of geographical levels or scales. The geographic scale selected may relate to a pattern of historical development, a political division, or a cultural area. Regardless of the scale, the historic context establishes the framework from which decisions about the significance of related properties can be made.

LOCAL HISTORIC CONTEXTS

A local historic context represents an aspect of the history of a town, city, county, cultural area, or region, or any portions thereof. It is defined by the importance of the property, not necessarily the physical location of the property. For instance, if a property is of a type found throughout a State, or its boundaries extend over two States, but its importance relates only to a particular county, the property would be considered of local significance.

The level of context of archeological sites significant for their information potential depends on the scope of the applicable research design. For example, a Late Mississippian village site may yield information in a research design concerning one settlement system on a regional scale, while in another research design it may reveal information of local importance concerning a single group's stone tool manufacturing techniques or house forms. It is a question of how the available information potential is likely to be used.

STATE HISTORIC CONTEXTS

Properties are evaluated in a State context when they represent an aspect of the history of the State as a whole (or American Samoa, the District of Columbia, the Commonwealth of the Northern Mariana Islands, Guam, Puerto Rico, or the Virgin Islands). These properties do not necessarily have to belong to property types

found throughout the entire State: they can be located in only a portion of the State's present political boundary. It is the property's historic context that must be important statewide. For example, the "cotton belt" extends through only a portion of Georgia, yet its historical development in the antebellum period affected the entire State. These State historic contexts may have associated properties that are statewide or locally significant representations. A cotton gin in a small town might be a locally significant representation of this context, while one of the largest cotton producing plantations might be of State significance.

A property whose historic associations or information potential appears to extend beyond a single local area might be significant at the State level. A property can be significant to more than one community or local area, however, without having achieved State significance.

A property that overlaps several State boundaries can possibly be significant to the State or local history of each of the States. Such a property is not necessarily of national significance, however, nor is it necessarily significant to all of the States in which it is located.

Prehistoric sites are not often considered to have "State" significance, per se, largely because States are relatively recent political entities and usually do not correspond closely to Native American political territories or cultural areas. Numerous sites, however, may be of significance to a large region that might geographically encompass parts of one, or usually several, States. Prehistoric resources that might be of State significance include regional sites that provide a diagnostic assemblage of artifacts for a particular cultural group or time period or that provide chronological control (specific dates or relative order in time) for a series of cultural groups.

NATIONAL HISTORIC CONTEXTS

Properties are evaluated in a national context when they represent an aspect of the history of the United States and its territories as a whole. These national historic contexts may have associated properties that are locally or statewide significant representations, as well as those of national significance.

Properties designated as nationally significant and listed in the National Register are the prehistoric and historic units of the National Park System and those properties that have been designated National Historic Landmarks. The National Historic Landmark criteria are the standards for nationally significant properties; they are found in the *Code of Federal*

Regulations, Title 36, Part 65 and are summarized in this bulletin in *Part IX: Summary of National Historic Landmarks Criteria for Evaluation*.

A property with national significance helps us understand the history of the nation by illustrating the nationwide impact of events or persons associated with the property, its architectural type or style, or information potential. It must be of exceptional value in representing or illustrating an important theme in the history of the nation.

Nationally significant properties do not necessarily have to belong to a property type found throughout the entire country: they can be located in only a portion of the present political boundaries. It is their historic context that must be important nationwide. For example, the American Civil War

was fought in only a portion of the United States, yet its impact was nationwide. The site of a small military skirmish might be a locally significant representation of this national context, while the capture of the State's largest city might be a statewide significant representation of the national context.

When evaluating properties at the national level for designation as a National Historic Landmark, please refer to the National Historic Landmarks outline, *History and Prehistory in the National Park System and the National Historic Landmarks Program 1987*. (For more information about the National Historic Landmarks program, please write to the Department of the Interior, National Park Service, National Historic Landmarks, 1849 C Street, NW, NC400, Washington, DC 20240.)

VI. HOW TO IDENTIFY THE TYPE OF SIGNIFICANCE OF A PROPERTY

INTRODUCTION

When evaluated within its historic context, a property must be shown to be significant for *one or more of the four Criteria for Evaluation - A, B, C, or D* (listed earlier in *Part II*). The Criteria describe how properties are significant for their association with important events or persons, for their importance in design or construction, or for their information potential.

The basis for judging a property's significance and, ultimately, its eligibility under the Criteria is *historic context*. The use of historic context allows a property to be properly evaluated in a nearly infinite number of capacities. For instance, Criterion C: Design/Construction can accommodate properties representing construction types that are unusual or widely practiced, that are innovative or traditional, that are "high style" or vernacular, that are the work of a famous architect or an unknown master craftsman. *The key to determining whether the characteristics or associations of a particular property are significant is to consider the property within its historic context.*

After identifying the relevant historic context(s) with which the property is associated, the four Criteria are applied to the property. Within the scope of the historic context, the National Register Criteria define the kind of significance that the properties represent.

For example, within the context of "19th Century Gunpowder Production in the Brandywine Valley," Criterion A would apply to those properties associated with important events in the founding and development of the industry. Criterion B would apply to those properties associated with persons who are significant in the founding of the industry or associated with important inventions related to gunpowder manufacturing. Criterion C would apply to those buildings, structures, or objects whose architectural form or style reflect important design qualities integral to the industry. And Criterion D would apply to properties that can convey information important in our understanding of this industrial process. If a property qualifies under more than one of the Criteria, its significance under each should be considered, if possible, in order to identify all aspects of its historical value.

NATIONAL REGISTER CRITERIA FOR EVALUATION*

The National Register Criteria recognize different types of values embodied in districts, sites, buildings, structures, and objects. These values fall into the following categories:

Associative value (Criteria A and B): Properties significant for their association or linkage to events (Criterion A) or persons (Criterion B) important in the past.

Design or Construction value (Criterion C): Properties significant as representatives of the manmade expression of culture or technology.

Information value (Criterion D): Properties significant for their ability to yield important information about prehistory or history.

*For a complete listing of the Criteria for Evaluation, refer to Part II of this bulletin.

CRITERION A: EVENT

Properties can be eligible for the National Register if they are associated with events that have made a significant contribution to the broad patterns of our history.

UNDERSTANDING CRITERION A: EVENT

To be considered for listing under Criterion A, a property must be associated with one or more events important in the defined historic context. Criterion A recognizes properties associated with single events, such as the founding of a town, or with a pattern of events, repeated activities, or historic trends, such as the gradual rise of a port city's prominence in trade and commerce. The event or trends, however, must clearly be important within the associated context: settlement, in the case of the town, or development of a maritime economy, in the case of the port city. Moreover, the property must have an important association with the event or historic trends, and it must retain historic integrity. (See *Part V: How to Evaluate a Property Within its Historic Context.*)

Several steps are involved in determining whether a property is significant for its associative values:

- Determine the nature and origin of the property,
- Identify the historic context with which it is associated, and
- Evaluate the property's history to determine whether it is associated with the historic context in any important way.

APPLYING CRITERION A: EVENT

TYPES OF EVENTS

A property can be associated with either (or both) of two types of events:

- A specific event marking an important moment in American prehistory or history and
- A pattern of events or a historic trend that made a significant contribution to the development of a community, a State, or the nation.

Refer to the sidebar on the right for a list of specific examples.

ASSOCIATION OF THE PROPERTY WITH THE EVENTS

The property you are evaluating must be documented, through accepted means of historical or archeological research (including oral history), to have existed at the time of the event or pattern of events *and* to have been associated with those events. A property is *not* eligible if its associations are speculative. For archeological sites, well reasoned inferences drawn from data recovered at the site can be used to establish the association between the site and the events.

SIGNIFICANCE OF THE ASSOCIATION

Mere association with historic events or trends is not enough, in and of itself, to qualify under Criterion A: the property's specific association must be considered important as well. For example, a building historically in commercial use must be shown to have been significant in commercial history.

EXAMPLES OF PROPERTIES ASSOCIATED WITH EVENTS

Properties associated with specific events:

- *The site of a battle.*
- *The building in which an important invention was developed.*
- *A factory district where a significant strike occurred.*
- *An archeological site at which a major new aspect of prehistory was discovered, such as the first evidence of man and extinct Pleistocene animals being contemporaneous.*
- *A site where an important facet of European exploration occurred.*

Properties associated with a pattern of events:

- *A trail associated with western migration.*
- *A railroad station that served as the focus of a community's transportation system and commerce.*
- *A mill district reflecting the importance of textile manufacturing during a given period.*
- *A building used by an important local social organization.*
- *A site where prehistoric Native Americans annually gathered for seasonally available resources and for social interaction.*
- *A downtown district representing a town's growth as the commercial focus of the surrounding agricultural area.*

TRADITIONAL CULTURAL VALUES

Traditional cultural significance is derived from the role a property plays in a community's historically rooted beliefs, customs, and practices. Properties may have significance under Criterion A if they are associated with events, or series of events, significant to the cultural traditions of a community.⁵

Eligible

- A hilltop associated in oral historical accounts with the founding of an Indian tribe or society is eligible.
- A rural community can be eligible whose organization, buildings, or patterns of land use reflect the cultural traditions valued by its long-term residents.
- An urban neighborhood can be eligible as the traditional home of a particular cultural group and as a reflection of its beliefs and practices.

Not Eligible

- A site viewed as sacred by a recently established utopian or religious community does not have traditional cultural value and is not eligible.



Criterion A - The Old Brulay Plantation, Brownsville vicinity, Cameron county, Texas. Historically significant for its association with the development of agriculture in southeast Texas, this complex of 10 brick buildings was constructed by George N. Brulay, a French immigrant who introduced commercial sugar production and irrigation to the Rio Grande Valley. (Photo by Texas Historical Commission).

⁵For more information, refer to *National Register Bulletin: Guidelines for Evaluating and Documenting Traditional Cultural Properties*.

CRITERION B: PERSON

Properties may be eligible for the National Register if they are associated with the lives of persons significant in our past.

UNDERSTANDING CRITERION B: PERSON⁶

Criterion B applies to properties associated with individuals whose specific contributions to history can be identified and documented. Persons "significant in our past" refers to individuals whose activities are demonstrably important within a local, State, or national historic context. The criterion is generally restricted to those properties that illustrate (rather than commemorate) a person's important achievements. (The policy regarding commemorative properties, birthplaces, and graves is explained further in *Part VIII: How to Apply the Criteria Considerations*.)

Several steps are involved in determining whether a property is significant for its associative values under Criterion B. First, determine the importance of the individual. Second, ascertain the length and nature of his/her association with the property under study and identify the other properties associated with the individual. Third, consider the property under Criterion B, as outlined below.

EXAMPLES OF PROPERTIES ASSOCIATED WITH PERSONS

Properties associated with a Significant Person:

- The home of an important merchant or labor leader.
- The studio of a significant artist.
- The business headquarters of an important industrialist.



Criterion B - The William Whitney House, Hinsdale, DuPage County, Illinois. This building is locally significant for its historical association with William Whitney, the founder of the town of Hinsdale, Illinois. Whitney, a citizen of New York State, moved to Illinois, established the town, and while living here between 1870 and 1879 was a prominent local businessman and politician. (Photo by Frederick C. Cue).

⁶For further information on properties eligible under Criterion B, refer to *National Register Bulletin: Guidelines for Evaluating and Documenting Properties Associated with Significant Persons*.

APPLYING CRITERION B: PERSON

SIGNIFICANCE OF THE INDIVIDUAL

The persons associated with the property must be *individually* significant within a historic context. A property is not eligible if its only justification for significance is that it was owned or used by a person who is a member of an identifiable profession, class, or social or ethnic group. It must be shown that the person gained importance within his or her profession or group.

Eligible

- The residence of a doctor, a mayor, or a merchant is eligible under Criterion B if the person was significant in the field of medicine, politics, or commerce, respectively.

Not Eligible

- A property is not eligible under Criterion B if it is associated with an individual about whom no scholarly judgement can be made because either research has not revealed specific information about the person's activities and their impact, or there is insufficient perspective to determine whether those activities or contributions were historically important.

ASSOCIATION WITH THE PROPERTY

Properties eligible under Criterion B are usually those associated with a person's *productive* life, reflecting the time period when he or she achieved significance. In some instances this may be the person's home; in other cases, a person's business, office, laboratory, or studio may best represent his or her contribution. Properties that pre- or post-date an individual's significant accomplishments are usually not eligible. (See *Comparison to Related Properties*, below, for exceptions to this rule.)

The individual's association with the property must be documented by accepted methods of historical or archeological research, including written or oral history. Speculative associations are not acceptable. For archeological sites, well reasoned inferences drawn from data recovered at the site are acceptable.

COMPARISON TO RELATED PROPERTIES

Each property associated with an important individual should be compared to other associated properties to identify those that best represent the person's historic contributions. The best representatives usually are properties associated with the person's adult or *productive* life. Properties associated with an individual's formative or later years may also qualify if it can be demonstrated that the person's activities during this period were historically significant or if no properties from the person's productive years survives. Length of association is an important factor when assessing several properties with similar associations.

A community or State may contain several properties eligible for associations with the same important person, if each represents a different aspect of the person's productive life. A property can also be eligible if it has brief but consequential associations with an important individual. (Such associations are often related to specific events that occurred at the property and, therefore, it may also be eligible under Criterion A.)

ASSOCIATION WITH GROUPS

For properties associated with several community leaders or with a prominent family, it is necessary to identify specific individuals and to explain their significant accomplishments.

Eligible

- A residential district in which a large number of prominent or influential merchants, professionals, civic leaders, politicians, etc., lived will be eligible under Criterion B if the significance of one or more specific individual residents is explicitly justified.
- A building that served as the seat of an important family is eligible under Criterion B if the significant accomplishments of one or more individual family members is explicitly justified.

Not Eligible

- A residential district in which a large number of influential persons lived is not eligible under Criterion B if the accomplishments of a specific individual(s) cannot be documented. If the significance of the district rests in the cumulative importance of prominent residents, however, then the district might still be eligible under Criterion A. Eligibility, in this case, would be based on the broad pattern of community development, through which the neighborhood evolved into the primary residential area for this class of citizens.
- A building that served as the seat of an important family will not be eligible under Criterion B if the significant accomplishments of individual family members cannot be documented. In cases where a succession of family members have lived in a house and collectively have had a demonstrably significant impact on the community, as a family, the house is more likely to be significant under Criterion A for association with a pattern of events.

ASSOCIATION WITH LIVING PERSONS

Properties associated with living persons are usually not eligible for inclusion in the National Register. Sufficient time must have elapsed to assess both the person's field of endeavor and his/her contribution to that field. Generally, the person's active participation in the endeavor must be finished for this historic perspective to emerge. (See Criteria Considerations C and G in *Part VII: How to Apply the Criteria Considerations*.)

ASSOCIATION WITH ARCHITECTS/ARTISANS

Architects, artisans, artists, and engineers are often represented by their works, which are eligible under Criterion C. Their homes and studios, however, can be eligible for consideration under Criterion B, because these usually are the properties with which they are most personally associated.

NATIVE AMERICAN SITES

The known major villages of individual Native Americans who were important during the contact period or later can qualify under Criterion B. As with all Criterion B properties, the individual associated with the property must have made some specific important contribution to history. Examples include sites significantly associated with Chief Joseph and Geronimo.⁷

⁷ For more information, refer to *National Register Bulletin: Guidelines for Evaluating and Documenting Traditional Cultural Properties*.

CRITERION C: DESIGN/CONSTRUCTION

Properties may be eligible for the National Register if they embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction.



Richland Plantation, East Feliciana Parish, Louisiana. Properties can qualify under Criterion C as examples of high style architecture. Built in the 1830s, Richland is a fine example of a Federal style residence with a Greek Revival style portico. (Photo by Dave Gleason).

UNDERSTANDING CRITERION C: DESIGN/ CONSTRUCTION

This criterion applies to properties significant for their physical design or construction, including such elements as architecture, landscape architecture, engineering, and artwork. To be eligible under Criterion C, a property must meet *at least one* of the following requirements:

- Embody distinctive characteristics of a type, period, or method of construction.
- Represent the work of a master.
- Possess high artistic value.

- Represent a significant and distinguishable entity whose components may lack individual distinction.

The first requirement, that properties “embody the distinctive characteristics of a type, period, or method of construction,” refers to the way in which a property was conceived, designed, or fabricated by a people or culture in past periods of history. “The work of a master” refers to the technical or aesthetic achievements of an architect or craftsman. “High artistic values” concerns the expression of aesthetic ideals or preferences and applies to aesthetic achievement.

Resources “that represent a significant and distinguishable entity whose components may lack individual distinction” are called “districts.” In the Criteria for Evaluation (as published in the *Code of Federal Regulations* and reprinted here in Part II), districts are

defined within the context of Criterion C. Districts, however, can be considered for eligibility under all the Criteria, individually or in any combination, as is appropriate. For this reason, the full discussion of districts is contained in Part IV: *How to Define Categories of Historic Properties*. Throughout the bulletin, however, districts are mentioned within the context of a specific subject, such as an individual Criterion.



Grant Family House, Saco vicinity, York County, Maine. Properties possessing high artistic value meet Criterion C through the expression of aesthetic ideals or preferences. The Grant Family House, a modest Federal style residence, is significant for its remarkably well-preserved stenciled wall decorative treatment in the entry hall and parlor. Painted by an unknown artist ca. 1825, this is a fine example of 19th century New England regional artistic expression. (Photo by Kirk F. Mohney).

EXAMPLES OF PROPERTIES ASSOCIATED WITH DESIGN/ CONSTRUCTION

Properties associated with design and construction:

- A house or commercial building representing a significant style of architecture.
- A designed park or garden associated with a particular landscape design philosophy.
- A movie theater embodying high artistic value in its decorative features.
- A bridge or dam representing technological advances.

APPLYING CRITERION C: DESIGN/ CONSTRUCTION

DISTINCTIVE CHARACTERISTICS OF TYPE, PERIOD, AND METHOD OF CONSTRUCTION

This is the portion of Criterion C under which most properties are eligible, for it encompasses all architectural styles and construction practices. To be eligible under this portion of the Criterion, a property must clearly illustrate, through "distinctive characteristics," the following:

- The pattern of features common to a particular class of resources,
- The individuality or variation of features that occurs within the class,
- The evolution of that class, or
- The transition between classes of resources.

Distinctive Characteristics: "Distinctive characteristics" are the physical features or traits that commonly recur in individual types, periods, or methods of construction. To be eligible, a property must clearly contain enough of those characteristics to be considered a true representative of a particular type, period, or method of construction.

Characteristics can be expressed in terms such as form, proportion, structure, plan, style, or materials. They can be general, referring to ideas of design and construction such as basic plan or form, or they can be specific, referring to precise ways of combining particular kinds of materials.

Eligible

- A building eligible under the theme of Gothic Revival architecture must have the distinctive characteristics that make up the vertical and picturesque qualities of the style, such as pointed gables, steep roof pitch, board and batten siding, and ornamental bargeboard and veranda trim.
- A late Mississippian village that illustrates the important concepts in prehistoric community design and planning will qualify.
- A designed historic landscape will qualify if it reflects a historic trend or school of theory and practice, such as the City Beautiful Movement, evidencing distinguished design, layout, and the work of skilled craftsmanship.

Not Eligible

- A commercial building with some Art Deco detailing is not eligible under Criterion C if the detailing was added merely as an afterthought, rather than fully integrated with overall lines and massing typical of the Art Deco style or the transition between that and another style.
- A designed landscape that has had major changes to its historic design, vegetation, original boundary, topography/grading, architectural features, and circulation system will not qualify.

Type, Period, and Method of Construction: "Type, period, or method of construction" refers to the way certain properties are related to one another by cultural tradition or function, by dates of construction or style, or by choice or availability of materials and technology.

A structure is eligible as a specimen of its type or period of construction if it is an important example (within its context) of building practices of a particular time in history. For properties that represent the variation, evolution, or transition of construction types, it must be demonstrated that the variation, etc., was an important phase of the architectural development of the area or community in that it had an impact as evidenced by later buildings. A property is not eligible, however, simply because it has been identified as the only such property ever fabricated; it must be demonstrated to be significant as well.

Eligible

- A building that has some characteristics of the Romanesque Revival style and some characteristics of the Commercial style can qualify if it illustrates the transition of architectural design and the transition itself is considered an important architectural development.
- A Hopewellian mound, if it is an important example of mound building construction techniques, would qualify as a method or type of construction.
- A building which illustrates the early or the developing technology of particular structural systems, such as skeletal steel framing, is eligible as an example of a particular method of construction.



Swan Falls Dam and Power Plant, Murphy vicinity, Ada County, Idaho. Significant works of engineering can qualify under Criterion C. Built between 1900-1907 the Swan Falls Dam and Power Plant across the Snake River is one of the early hydroelectric plants in the State of Idaho. (Photo by H.L. Hough).



Looney House, Asheville vicinity, St. Clair County, Alabama. Examples of vernacular styles of architecture can qualify under Criterion C. Built ca. 1818, the Looney House is significant as possibly the State's oldest extant two-story dogtrot type of dwelling. The defining open center passage of the dogtrot was a regional building response to the southern climate. (Photo by Carolyn Scott).

HISTORIC ADAPTATION OF THE ORIGINAL PROPERTY

A property can be significant not only for the way it was originally constructed or crafted, but also for the way it was adapted at a later period, or for the way it illustrates changing tastes, attitudes, and uses over a period of time.

A district is eligible under this guideline if it illustrates the evolution of historic character of a place over a particular span of time.

Eligible

- A Native American irrigation system modified for use by Europeans could be eligible if it illustrates the technology of either or both periods of construction.
- An early 19th century farmhouse modified in the 1880s with Queen Anne style ornamentation could be significant for the modification itself, if it represented a local variation or significant trend in building construction or remodeling, was the work of a local master (see *Works of a Master* on page 20), or reflected the tastes of an important person associated with the property at the time of its alteration.
- A district encompassing the commercial development of a town between 1820 and 1910, characterized by buildings of various styles and eras, can be eligible.

WORKS OF A MASTER

A master is a figure of generally recognized greatness in a field, a known craftsman of consummate skill, or an anonymous craftsman whose work is distinguishable from others by its characteristic style and quality. The property must express a particular phase in the development of the master's career, an aspect of his or her work, or a particular idea or theme in his or her craft.

A property is not eligible as the work of a master, however, simply because it was designed by a prominent architect. For example, not every building designed by Frank Lloyd Wright is eligible under this portion of Criterion C, although it might meet other portions of the Criterion, for instance as a representative of the Prairie style.

The work of an unidentified craftsman is eligible if it rises above the level of workmanship of the other properties encompassed by the historic context.

PROPERTIES POSSESSING HIGH ARTISTIC VALUES

High artistic values may be expressed in many ways, including areas as diverse as community design or planning, engineering, and sculpture. A property is eligible for its high artistic values if it so fully articulates a particular concept of design that it expresses an aesthetic ideal. A property is not eligible, however, if it does not express aesthetic ideals or design concepts more fully than other properties of its type.

Eligible

- A sculpture in a town square that epitomizes the design principles of the Art Deco style is eligible.
- A building that is a classic expression of the design theories of the Craftsman Style, such as carefully detailed handwork, is eligible.
- A landscaped park that synthesizes early 20th century principles of landscape architecture and expresses an aesthetic ideal of environment can be eligible.
- Properties that are important representatives of the aesthetic values of a cultural group, such as petroglyphs and ground drawings by Native Americans, are eligible.

Not Eligible

- A sculpture in a town square that is a typical example of sculpture design during its period would not qualify for high artistic value, although it might be eligible if it were significant for other reasons.
- A building that is a modest example (within its historic context) of the Craftsman Style of architecture, or a landscaped park that is characteristic of turn of the century landscape design would not qualify for high artistic value.

A Significant and Distinguishable Entity Whose Components May Lack Individual Distinction. This portion of Criterion C refers to districts. For detailed information on districts, refer to *Part IV* of this bulletin.

CRITERION D: INFORMATION POTENTIAL

Properties may be eligible for the National Register if they have yielded, or may be likely to yield, information important in prehistory or history.

UNDERSTANDING CRITERION D: INFORMATION POTENTIAL

Certain important research questions about human history can only be answered by the actual physical material of cultural resources. Criterion D encompasses the properties that have the potential to answer, in whole or in part, those types of research questions. The most common type of property nominated under this Criterion is the archeological site (or a district comprised of archeological sites). Buildings, objects, and structures (or districts comprised of these property types), however, can also be eligible for their information potential.

Criterion D has two requirements, which must *both* be met for a property to qualify:

- The property must have, or have had, information to contribute to our understanding of human history or prehistory, and
- The information must be considered important.

Under the first of these requirements, a property is eligible if it has been used as a source of data and contains more, as yet unretrieved data. A property is also eligible if it has not yet yielded information but, through testing or research, is determined a likely source of data.

Under the second requirement, the information must be carefully evaluated within an appropriate context to determine its importance. Information is considered “important” when it is shown to have a significant bearing on a research design that addresses such areas as: 1) current

data gaps or alternative theories that challenge existing ones or 2) priority areas identified under a State or Federal agency management plan.

APPLYING CRITERION D: INFORMATION POTENTIAL

ARCHEOLOGICAL SITES

Criterion D most commonly applies to properties that contain or are likely to contain information bearing on an important archeological research question. The property must have characteristics suggesting the likelihood that it possesses configurations of artifacts, soil strata, structural remains, or other natural or cultural features that make it possible to do the following:

- Test a hypothesis or hypotheses about events, groups, or processes in the past that bear on important research questions in the social or natural sciences or the humanities; or
- Corroborate or amplify currently available information suggesting that a hypothesis is either true or false; or
- Reconstruct the sequence of archeological cultures for the purpose of identifying and explaining continuities and discontinuities in the archeological record for a particular area.

BUILDINGS, STRUCTURES, AND OBJECTS

While most often applied to archeological districts and sites, Criterion D can also apply to buildings, structures, and objects that contain important information. In order for these types of properties to be eligible under Criterion D, they themselves must be, or must have been, the principal source of the important information.

Eligible

- A building exhibiting a local variation on a standard design or construction technique can be eligible if study could yield important information, such as how local availability of materials or construction expertise affected the evolution of local building development.

Not Eligible

- The ruins of a hacienda once contained murals that have since been destroyed. Historical documentation, however, indicates that the murals were significant for their highly unusual design. The ruins can not be eligible under Criterion D for the importance of the destroyed murals if the information is contained only in the documentation.



Criterion D - Champe-Fremont 1 Archeological Site, Omaha vicinity, Douglas County, Nebraska. This archeological site, dating from ca. 1100-1450 A.D., consists of pit houses and storage pits which have the potential to yield important information concerning the subsistence patterns, religious and mortuary practices, and social organization of the prehistoric residents of eastern Nebraska. (Nebraska State Historical Society)

ASSOCIATION WITH HUMAN ACTIVITY

A property must be associated with *human activity* and be critical for understanding a site's historic environment in order to be eligible under Criterion D. A property can be linked to human activity through events, processes, institutions, design, construction, settlement, migration, ideals, beliefs, lifeways, and other facets of the development or maintenance of cultural systems.

The natural environment associated with the properties was often very different from that of the present and strongly influenced cultural development. Aspects of the environment that are pertinent to human activities should be considered when evaluating properties under Criterion D.

Natural features and paleontological (floral and faunal) sites are not usually eligible under Criterion D in and of themselves. They can be eligible, however, if they are either directly related to human activity or critical to understanding a site's historic environment. In a few cases, a natural feature or site unmarked by cultural materials, that is primarily eligible under Criterion A, may also be eligible under Criterion D, if study of the feature, or its location, setting, etc. (usually in the context of data gained from other sources), will yield important information about the event or period with which it is associated.

ESTABLISHING A HISTORIC CONTEXT

The information that a property yields, or will yield, must be evaluated within an appropriate historic context. This will entail consulting the body of information already collected from similar properties or other pertinent sources, including modern and historic written records. The researcher must be able to anticipate if and how the potential information will affect the definition of the context. The information likely to be obtained from a particular property must confirm, refute, or supplement in an important way existing information.

A property is *not* eligible if it cannot be related to a particular time period or cultural group and, as a result, lacks any historic context within which to evaluate the importance of the information to be gained.

DEVELOPING RESEARCH QUESTIONS

Having established the importance of the information that may be recovered, it is necessary to be explicit in demonstrating the connection between the important information and a specific property. One approach is to determine if specific important research questions can be answered by the data contained in the

property. Research questions can be related to property-specific issues, to broader questions about a large geographic area, or to theoretical issues independent of any particular geographic location. These questions may be derived from the academic community or from preservation programs at the local, regional, State, or national level. Research questions are usually developed as part of a "research design," which specifies not only the questions to be asked, but also the types of data needed to supply the answers, and often the techniques needed to recover the data.

Eligible

- When a site consisting of a village occupation with midden deposits, hearths, ceramics, and stratified evidence of several occupations is being evaluated, three possible research topics could be: 1) the question of whether the site occupants were indigenous to the area prior to the time of occupation or recent arrivals, 2) the investigation of the settlement-subsistence pattern of the occupants, 3) the question of whether the region was a center for the domestication of plants. Specific questions could include: A) Do the deposits show a sequential development or sudden introduction of Ceramic Type X? B) Do the dates of the occupations fit our expectations based on the current model for the reoccupation behavior of slash-and-burn agriculturalists? C) Can any genetic changes in the food plant remains be detected?

Not Eligible

- A property is not eligible if so little can be understood about it that it is not possible to determine if specific important research questions can be answered by data contained in the property.

ESTABLISHING THE PRESENCE OF ADEQUATE DATA

To support the assertion that a property has the data necessary to provide the important information, the property should be investigated with techniques sufficient to establish the presence of relevant data categories. What constitutes appropriate investigation techniques would depend upon specific circumstances including the property's location, condition, and the research questions being addressed, and could range from surface survey (or photographic survey for buildings), to the application of remote sensing techniques or intensive subsurface testing. Justification of the research potential of a property may be based on analogy to another better known property if sufficient similarities exist to establish the appropriateness of the analogy.

Eligible

- Data requirements depend on the specific research topics and questions to be addressed. To continue the example in "Developing Research Questions" above, we might want to ascertain the following with reference to questions A, B, and C: A) The site contains Ceramic Type X in one or more occupation levels and we expect to be able to document the local evaluation of the type or its intrusive nature. B) The hearths contain datable carbon deposits and are associated with more than one occupation. C) The midden deposits show good floral/faunal preservation, and we know enough about the physical evolution of food plants to interpret signs that suggest domestication.

Not Eligible

- Generally, if the applicable research design requires clearly stratified deposits, then subsurface investigation techniques must be applied. A site composed only of surface materials can not be eligible for its potential to yield information that could only be found in stratified deposits.

INTEGRITY

The assessment of integrity for properties considered for information potential depends on the data requirements of the applicable research design. A property possessing information potential does not need to recall *visually* an event, person, process, or construction technique. It is important that the significant data contained in the property remain sufficiently intact to yield the expected important information, if the appropriate study techniques are employed.

Eligible

- An irrigation system significant for the information it will yield on early engineering practices can still be eligible even though it is now filled in and no longer retains the appearance of an open canal.

Not Eligible

- A plowed archeological site contains several superimposed components that have been mixed to the extent that artifact assemblages cannot be reconstructed. The site cannot be eligible if the data requirements of the research design call for the study of artifacts specific to one component.

PARTLY EXCAVATED OR DISTURBED PROPERTIES

The current existence of appropriate physical remains must be ascertained in considering a property's ability to yield important information. Properties that have been partly excavated or otherwise disturbed and that are being considered for their potential to yield additional important information must be shown to retain that potential in their remaining portions.

Eligible

- A site that has been partially excavated but still retains substantial intact deposits (or a site in which the remaining deposits are small but contain critical information on a topic that is not well known) is eligible.

Not Eligible

- A totally collected surface site or a completely excavated buried site is not eligible since the physical remains capable of yielding important information no longer exist at the site. (See *Completely Excavated Sites*, on page 24, for exception.) Likewise, a site that has been looted or otherwise disturbed to the extent that the remaining cultural materials have lost their important depositional context (horizontal or vertical location of deposits) is not eligible.
- A reconstructed mound or other reconstructed site will generally not be considered eligible, because original cultural materials or context or both have been lost.

COMPLETELY EXCAVATED SITES

Properties that have yielded important information in the past and that no longer retain additional research potential (such as completely excavated archeological sites) must be assessed essentially as historic sites under Criterion A. Such sites must be significant for associative values related to: 1) the importance of the data gained or 2) the impact of the property's role in the history of the development of anthropology/archeology or other relevant disciplines. Like other historic properties, the site must retain the ability to convey its association as the former repository of important information, the location of historic events, or the representative of important trends.

Eligible

- A property that has been excavated is eligible if the data recovered was of such importance that it influenced the direction of research in the discipline, as in a site that clearly established the antiquity of the human occupation of the New World. (See Criterion A in *Part VI: How to Identify the Type of Significance of a Property* and *Criteria Consideration G* in *Part VII: How to Apply the Criteria Considerations*.)

Not Eligible

- A totally excavated site that at one time yielded important information but that no longer can convey either its historic/prehistoric utilization or significant modern investigation is not eligible.

VII. HOW TO APPLY THE CRITERIA CONSIDERATIONS

INTRODUCTION

Certain kinds of properties are not usually considered for listing in the National Register: religious properties, moved properties, birthplaces and graves, cemeteries, reconstructed properties, commemorative properties, and properties achieving significance within the past fifty years. These properties *can* be eligible for listing, however, if they meet special requirements, called Criteria Considerations, in addition to meeting the regular requirements (that is, being eligible under one or more of the four Criteria and possessing integrity). *Part VII* provides guidelines for determining which properties must meet these special requirements and for applying each Criteria Consideration.

The Criteria Considerations need to be applied only to *individual* properties. Components of eligible districts do not have to meet the special requirements unless they make up the majority of the district or are the focal point of the district. These are the general steps to follow when applying the Criteria Considerations to your property:

- Before looking at the Criteria Considerations, make sure your property meets one or more of the four Criteria for Evaluation and possesses integrity.
- If it does, check the Criteria Considerations (next column) to see if

the property is of a type that is usually excluded from the National Register. The sections that follow also list specific examples of properties of each type. If your property clearly *does not* fit one of these types, then it does not need to meet any special requirements.

- If your property *does* fit one of these types, then it must meet the special requirements stipulated for that type in the Criteria Considerations.

CRITERIA CONSIDERATIONS*

Ordinarily cemeteries, birthplaces, or graves of historical figures, properties owned by religious institutions or used for religious purposes, structures that have been moved from their original locations, reconstructed historic buildings, properties primarily commemorative in nature, and properties that have achieved significance within the past fifty years shall not be considered eligible for the National Register. However, such properties will qualify if they are integral parts of districts that do meet the criteria or if they fall within the following categories:

- a. a religious property deriving primary significance from architectural or artistic distinction or historical importance; or

- b. a building or structure removed from its original location but which is significant primarily for architectural value, or which is the surviving structure most importantly associated with a historic person or event; or
- c. a birthplace or grave of a historical figure of outstanding importance if there is no appropriate site or building directly associated with his or her productive life; or
- d. a cemetery which derives its primary significance from graves of persons of transcendent importance, from age, from distinctive design features, from association with historic events; or
- e. a reconstructed building when accurately executed in a suitable environment and presented in a dignified manner as part of a restoration master plan, and when no other building or structure with the same association has survived; or
- f. a property primarily commemorative in intent if design, age, tradition, or symbolic value has invested it with its own exceptional significance; or,
- g. a property achieving significance within the past 50 years if it is of exceptional importance.

*The Criteria Considerations are taken from the Criteria for Evaluation, found in the *Code of Federal Regulations, Title 36, Part 60*.

CRITERIA CONSIDERATION A: RELIGIOUS PROPERTIES

A religious property is eligible if it derives its primary significance from architectural or artistic distinction or historical importance.

UNDERSTANDING CRITERIA CONSIDERATION A: RELIGIOUS PROPERTIES

A religious property requires justification on architectural, artistic, or historic grounds to avoid any appearance of judgment by government about the validity of any religion or belief. Historic significance for a religious property cannot be established on the merits of a religious doctrine, but rather, for architectural or artistic values or for important historic or cultural forces that the property represents. A religious property's significance under Criterion A, B, C, or D must be judged in purely secular terms. A religious group may, in some cases, be considered a cultural group whose activities are significant in areas broader than religious history.

Criteria Consideration for Religious Properties applies:

- If the resource was constructed by a religious institution.
- If the resource is presently owned by a religious institution or is used for religious purposes.
- If the resource was owned by a religious institution or used for religious purposes during its Period of Significance.
- If Religion is selected as an Area of Significance.

Examples of Properties that MUST Meet Criteria Consideration A: Religious Properties

- A historic church where an important non-religious event occurred, such as a speech by Patrick Henry.
- A historic synagogue that is significant for architecture.
- A private residence is the site of a meeting important to religious history.
- A commercial block that is currently owned as an investment property by a religious institution.
- A historic district in which religion was either a predominant or significant function during the period of significance.

Example of Properties that DO NOT Need to Meet Criteria Consideration A: Religious Properties

- A residential or commercial district that currently contains a small number of churches that are not a predominant feature of the district.
- A town meeting hall that serves as the center of community activity and houses a wide variety of public and private meetings, including religious service. The resource is significant for architecture and politics, and the religious function is incidental.
- A town hall, significant for politics from 1875 to 1925, that housed religious services during the 1950s. Since the religious function occurred after the Period of Significance, the Criteria Consideration does not apply.

APPLYING CRITERIA CONSIDERATION A: RELIGIOUS PROPERTIES

ELIGIBILITY FOR HISTORIC EVENTS

A religious property can be eligible under Criterion A for any of three reasons:

- It is significant under a theme in the history of religion having secular scholarly recognition; or
- It is significant under another historical theme, such as exploration, settlement, social philanthropy, or education; or
- It is significantly associated with traditional cultural values.

RELIGIOUS HISTORY

A religious property can be eligible if it is directly associated with either a specific event or a broad pattern in the history of religion.

Eligible

- The site of a convention at which a significant denominational split occurred meets the requirements of Criteria Consideration A. Also eligible is a property that illustrates the broad impact of a religious institution on the history of a local area.

Not Eligible

- A religious property cannot be eligible simply because was the place of religious services for a community, or was the oldest structure used by a religious group in a local area.

OTHER HISTORICAL THEMES

A religious property can be eligible if it is directly associated with either a specific event or a broad pattern that is significant in another historic context. A religious property would also qualify if it were significant for its associations that illustrate the importance of a particular religious group in the social, cultural, economic, or political history of the area. Eligibility depends on the importance of the event or broad pattern and the role of the specific property.

Eligible

- A religious property can qualify for its important role as a temporary hospital during the Revolutionary War, or if its school was significant in the history of education in the community.

Not Eligible

- A religious property is not significant in the history of education in a community simply because it had occasionally served as a school.

TRADITIONAL CULTURAL VALUES

When evaluating properties associated with traditional cultures, it is important to recognize that often these cultures do not make clear distinctions between what is secular and what is sacred. Criteria Consideration A is not intended to exclude traditional cultural resources merely because they have religious uses or are considered sacred. A property or natural feature important to a traditional culture's religion and mythology is eligible if its importance has been ethnohistorically documented and if the site can be clearly defined. It is critical, however, that the activities be documented and that the associations not be so diffuse that the physical resource cannot be adequately defined.⁸

Eligible

- A specific location or natural feature that an Indian tribe believes to be its place of origin and that is adequately documented qualifies under Criteria Consideration A.

ELIGIBILITY FOR HISTORIC PERSONS

A religious property can be eligible for association with a person important in religious history, if that significance has scholarly, secular recognition or is important in other historic contexts. Individuals who would likely be considered significant are those who formed or significantly influenced an important religious institution or movement, or who were important in the social, economic, or political history of the area. Properties associated with individuals important only within the context of a single congregation and lacking importance in any other historic context would not be eligible under Criterion B.

Eligible

- A religious property strongly associated with a religious leader, such as George Whitefield or Joseph Smith, is eligible.

⁸ For more information on applying Criteria Consideration A to traditional cultural properties, refer to *National Register Bulletin: Guidelines for Evaluating and Documenting Traditional Cultural Properties*.

ELIGIBILITY FOR ARCHITECTURAL OR ARTISTIC DISTINCTION

A religious property significant for its architectural design or construction should be evaluated as are other properties under Criterion C; that is, it should be evaluated within an established architectural context and, if necessary, compared to other properties of its type, period, or method of construction. (See "Comparing Related Properties" in Part V: *How to Evaluate a Property Within Its Historic Context*.)

Eligible

- A historic camp meeting district that meets the requirements of Criterion C for its significance as a type of construction is eligible.

ELIGIBILITY FOR INFORMATION POTENTIAL

A religious property, whether a district, site, building, structure, or object, is eligible if it can yield important information about the religious practices of a cultural group or other historic themes. This kind of property should be evaluated as are other properties under Criterion D, in relation to similar properties, other information sources, and existing data gaps.

Eligible

- A 19th century camp meeting site that could provide information about the length and intensity of site use during revivals of the Second Great Awakening is eligible.
- Rock cairns or medicine wheels that had a historic religious mythological function and can provide information about specific cultural beliefs are eligible.

ABILITY TO REFLECT HISTORIC ASSOCIATIONS

As with all eligible properties, religious properties must physically represent the period of time for which they are significant. For instance, a recent building that houses an older congregation cannot qualify based on the historic activities of the group because the current building does not convey the earlier history. Likewise, an older building that housed the historic activities of the congregation is eligible if it still physically represents the period of the congregation's significance. However, if an older building has been remodeled to the extent that its appearance dates from the time of the remodeling, it can only be eligible if the period of significance corresponds with the period of the alterations.

Eligible

- A church built in the 18th century and altered beyond recognition in the 19th century is eligible only if the additions are important in themselves as an example of late 19th century architecture or as a reflection of an important period of the congregation's growth.

Not Eligible

- A synagogue built in the 1920s cannot be eligible for the important activities of its congregation in the 18th and 19th centuries. It can only be eligible for significance obtained after its construction date.
- A rural 19th century frame church recently sheathed in brick is not eligible because it has lost its characteristic appearance and therefore can no longer convey its 19th century significance, either for architectural value or historic association.



Criteria Consideration A - Religious Properties. A religious property can qualify as an exception to the Criteria if it is architecturally significant. *The Church of the Navity in Rosedale, Iberville Parish, Louisiana, qualified as a rare example in the State of a 19th century small frame Gothic Revival style chapel.* (Robert Obier)

CRITERIA CONSIDERATION B: MOVED PROPERTIES

A property removed from its original or historically significant location can be eligible if it is significant primarily for architectural value or it is the surviving property most importantly associated with a historic person or event.

UNDERSTANDING CRITERIA CONSIDERATION B: MOVED PROPERTIES

The National Register criteria limit the consideration of moved properties because significance is embodied in locations and settings as well as in the properties themselves. Moving a property destroys the relationships between the property and its surroundings and destroys associations with historic events and persons. A move may also cause the loss of historic features such as landscaping, foundations, and chimneys, as well as loss of the potential for associated archeological deposits. Properties that were moved *before* their period of significance do not need to meet the special requirements of Criteria Consideration B.

One of the basic purposes of the National Register is to encourage the preservation of historic properties as living parts of their communities. In keeping with this purpose, it is not usual to list artificial groupings of buildings that have been created for purposes of interpretation, protection, or maintenance. Moving buildings to such a grouping destroys the integrity of location and setting, and can create a false sense of historic development.

APPLYING CRITERIA CONSIDERATION B: MOVED PROPERTIES

ELIGIBILITY FOR ARCHITECTURAL VALUE

A moved property significant under Criterion C must retain enough historic features to convey its architectural values and retain integrity of design, materials, workmanship, feeling, and association.

Examples of Properties that MUST Meet Criteria Consideration B: Moved Properties

- A resource moved from one location on its original site to another location on the property, during or after its Period of Significance.
- A district in which a significant number of resources have been moved from their original location.
- A district which has one moved building that makes an especially significant contribution to the district.
- A portable resource, such as a ship or railroad car, that is relocated to a place incompatible with its original function.
- A portable resource, such as a ship or railroad car, whose importance is critically linked to its historic location or route and that is moved.

Examples of Properties that DO NOT Need to Meet Criteria Consideration B: Moved Properties

- A property that is moved prior to its Period of Significance.
- A district in which only a small percentage of typical buildings in a district are moved.
- A moved building that is part of a complex but is of less significance than the remaining (unmoved) buildings.
- A portable resource, such as a ship or railroad car, that is eligible under Criterion C and is moved within its natural setting (water, rails, etc.).
- A property that is raised or lowered on its foundations.

ELIGIBILITY FOR HISTORIC ASSOCIATIONS

A moved property significant under Criteria A or B must be demonstrated to be the surviving property most importantly associated with a particular historic event or an important aspect of a historic person's life. The phrase "most importantly associated" means that it must be the single surviving property that is most closely associated with the event or with the part of the person's life for which he or she is significant.

Eligible

- A moved building occupied by an business woman during the majority of her productive career would be eligible if the other extant properties are a house she briefly inhabited prior to her period of significance and a commercial building she owned after her retirement.

Not Eligible

- A moved building associated with the beginning of rail transportation in a community is not eligible if the original railroad station and warehouse remained intact on their original sites.

SETTING AND ENVIRONMENT

In addition to the requirements above, moved properties must still have an orientation, setting, and general environment that are comparable to those of the historic location and that are compatible with the property's significance.

Eligible

- A property significant as an example of mid-19th century rural house type can be eligible after a move, provided that it is placed on a lot that is sufficient in size and character to recall the basic qualities of the historic environment and setting, and provided that the building is sited appropriately in relation to natural and manmade surroundings.

Not Eligible

- A rural house that is moved into an urban area and a bridge that is no longer situated over a waterway are not eligible.

ASSOCIATION DEPENDENT ON THE SITE

For a property whose design values or historical associations are directly dependent on its location, any move will cause the property to lose its integrity and prevent it from conveying its significance.

Eligible

- A farm structure significant only as an example of a method of construction peculiar to the local area is still eligible if it is moved within that local area and the new setting is similar to that of the original location.

Not Eligible

- A 19th century rural residence that was designed around particular topographic features, reflecting that time period's ideals of environment, is not eligible if moved.

PROPERTIES DESIGNED TO BE MOVED

A property designed to move or a property frequently moved during its historic use must be located in a historically appropriate setting in order to qualify, retaining its integrity of setting, design, feeling, and association. Such properties include automobiles, railroad cars and engines, and ships.

Eligible

- A ship docked in a harbor, a locomotive on tracks or in a railyard, and a bridge relocated from one body of water to another are eligible.

Not Eligible

- A ship on land in a park, a bridge placed in a pasture, or a locomotive displayed in an indoor museum are not eligible.

ARTIFICIALLY CREATED GROUPINGS

An artificially created grouping of buildings, structures, or objects is not eligible unless it has achieved significance since the time of its assemblage. It cannot be considered as a reflection of the time period when the individual buildings were constructed.

Eligible

- A grouping of moved historic buildings whose creation marked the beginning of a major concern with past lifestyles can qualify as an early attempt at historic preservation and as an illustration of that generation's values.

Not Eligible

- A rural district composed of a farmhouse on its original site and a grouping of historic barns recently moved onto the property is not eligible.

PORTIONS OF PROPERTIES

A moved *portion* of a building, structure, or object is not eligible because, as a fragment of a larger resource, it has lost integrity of design, setting, materials, workmanship, and location.

CRITERIA CONSIDERATION C: BIRTHPLACES OR GRAVES

A birthplace or grave of a historical figure is eligible if the person is of outstanding importance and if there is no other appropriate site or building directly associated with his or her productive life.

UNDERSTANDING CRITERIA CONSIDERATION C: BIRTHPLACES AND GRAVES

Birthplaces and graves often attain importance as reflections of the origins of important persons or as lasting memorials to them. The lives of persons significant in our past normally are recognized by the National Register through listing of properties illustrative of or associated with that person's productive life's work. Birthplaces and graves, as properties that represent the beginning and the end of the life of distinguished individuals, may be temporally and geographically far removed from the person's significant activities, and therefore are not usually considered eligible.

Examples of Properties that MUST Meet Criteria Consideration C: Birthplaces and Graves

- *The birthplace of a significant person who lived elsewhere during his or her Period of Significance.*
- *A grave that is nominated for its association with the significant person buried in it.*
- *A grave that is nominated for information potential.*

Examples of Properties that DO NOT Need to Meet Criteria Consideration C: Birthplaces and Graves

- *A house that was inhabited by a significant person for his or her entire lifetime.*
- *A grave located on the grounds of the house where a significant person spent his or her productive years.*

APPLYING CRITERIA CONSIDERATION C: BIRTHPLACES AND GRAVES

PERSONS OF OUTSTANDING IMPORTANCE

The phrase "a historical figure of outstanding importance" means that in order for a birthplace or grave to qualify, it cannot be simply the birthplace or grave of a person significant in our past (Criterion B). It must be the birthplace or grave of an individual who was of outstanding importance in the history of the local area, State, or nation. The birthplace or grave of an individual who was one of several people active in some aspect of the history of a community, a state, or the Nation would not be eligible.

LAST SURVIVING PROPERTY ASSOCIATED WITH A PERSON

When an geographical area strongly associated with a person of outstanding importance has lost all other properties directly associated with his or her formative years or productive life, a birthplace or grave may be eligible.

ELIGIBILITY FOR OTHER ASSOCIATIONS

A birthplace or grave can also be eligible if it is significant for reasons other than association with the productive life of the person in question. It can be eligible for significance under Criterion A for association with important events, under Criterion B for association with the productive lives of *other* important persons, or under Criterion C for architectural significance. A birthplace or grave can also be eligible in rare cases if, after the passage of time, it is significant for its commemorative value. (See Criteria Consideration F for a discussion of commemorative properties.) A birthplace or grave can also be eligible under Criterion D if it contains important information on research, e.g., demography, pathology, mortuary practices, socioeconomic status differentiation.



Criteria Consideration C - Birthplaces. *A birthplace of a historical figure is eligible if the person is of outstanding importance and there is no other appropriate site or building associated with his or her productive life. The **Walter Reed Birthplace**, Gloucester vicinity, Gloucester County, Virginia is the most appropriate remaining building associated with the life of the man who, in 1900, discovered the cause and mode of transmission of the great scourge of the tropics, yellow fever. (Virginia Historic Landmarks Commission)*

CRITERIA CONSIDERATION D: CEMETERIES

A cemetery is eligible if it derives its primary significance from graves of persons of transcendent importance, from age, from distinctive design features, or from association with historic events.

UNDERSTANDING CRITERIA CONSIDERATION D: CEMETERIES

A cemetery is a collection of graves that is marked by stones or other artifacts or that is unmarked but recognizable by features such as fencing or depressions, or through maps, or by means of testing. Cemeteries serve as a primary means of an individual's recognition of family history and as expressions of collective religious and/or ethnic identity. Because cemeteries may embody values beyond personal or family-specific emotions, the National Register criteria allow for listing of cemeteries under certain conditions.

Examples of Properties that MUST Meet Criteria Consideration D: Cemeteries

- A cemetery that is nominated individually for Criterion A, B, or C.

Examples of Properties that DO NOT Need to Meet Criteria Consideration D: Cemeteries

- A cemetery that is nominated along with its associated church, but the church is the main resource nominated.
- A cemetery that is nominated under Criterion D for information potential.
- A cemetery that is nominated as part of a district but is not the focal point of the district.

APPLYING CRITERIA CONSIDERATION D: CEMETERIES

PERSONS OF TRANSCENDENT IMPORTANCE

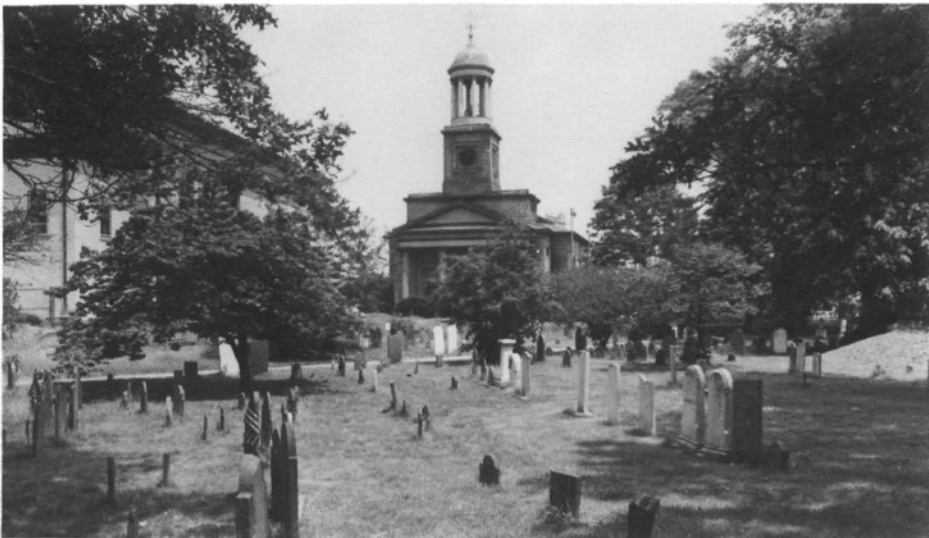
A cemetery containing the graves of persons of transcendent importance may be eligible. To be of transcendent importance the persons must have been of great eminence in their fields of endeavor or had a great impact upon the history of their community, State, or nation. (A single grave that is the burial place of an important person and is located in a larger cemetery that does not qualify under this Criteria Consideration should be treated under Criteria Consideration C: Birthplaces and Graves.)

Eligible

- A historic cemetery containing the graves of a number of persons who were exceptionally significant in determining the course of a State's political or economic history during a particular period is eligible.

Not Eligible

- A cemetery containing graves of State legislators is not eligible if they simply performed the daily business of State government and did not have an outstanding impact upon the nature and direction of the State's history.



Criteria Consideration D - Cemeteries. The Hancock Cemetery, Quincy, Norfolk County, Massachusetts meets the exception to the Criteria because it derives its primary significance from its great age (the earliest burials date from 1640) and from the distinctive design features found in its rich collection of late 17th and early 18th century funerary art. (N. Hobart Holly)

ELIGIBILITY ON THE BASIS OF AGE

Cemeteries can be eligible if they have achieved historic significance for their relative great age in a particular geographic or cultural context.

Eligible

- A cemetery dating from a community's original 1830s settlement can attain significance from its association with that very early period.

ELIGIBILITY FOR DESIGN

Cemeteries can qualify on the basis of distinctive design values. These values refer to the same design values addressed in Criterion C and can include aesthetic or technological achievement in the fields of city planning, architecture, landscape architecture, engineering, mortuary art, and sculpture. As for all other nominated properties, a cemetery must clearly express its design values and be able to convey its historic appearance.

Eligible

- A Victorian cemetery is eligible if it clearly expresses the aesthetic principles related to funerary design for that period, through such features as the overall plan, landscaping, statuary, sculpture, fencing, buildings, and grave markers.

Not Eligible

- A cemetery cannot be eligible for design values if it no longer conveys its historic appearance because of the introduction of new grave markers.

ELIGIBILITY FOR ASSOCIATION WITH EVENTS

Cemeteries may be associated with historic events including specific important events or general events that illustrate broad patterns.

Eligible

- A cemetery associated with an important Civil War battle is eligible.
- A cemetery associated with the settlement of an area by an ethnic or cultural group is eligible if the movement of the group into the area had an important impact, if other properties associated with that group are rare, and if few documentary sources have survived to provide information about the group's history.

Not Eligible

- A cemetery associated with a battle in the Civil War does not qualify if the battle was not important in the history of the war.
- A cemetery associated with an area's settlement by an ethnic or cultural group is not eligible if the impact of the group on the area cannot be established, if other extant historic properties better convey association with the group, or if the information that the cemetery can impart is available in documentary sources.

ELIGIBILITY FOR INFORMATION POTENTIAL

Cemeteries, both historic and prehistoric, can be eligible if they have the potential to yield important information. The information must be important within a specific context and the potential to yield information must be demonstrated.

A cemetery can qualify if it has potential to yield important information provided that the information it contains is not available in extant documentary evidence.

Eligible

- A cemetery associated with the settlement of a particular cultural group will qualify if it has the potential to yield important information about subjects such as demography, variations in mortuary practices, or the study of the cause of death correlated with nutrition or other variables.

INTEGRITY

Assessing the integrity of a historic cemetery entails evaluating principal design features such as plan, grave markers, and any related elements (such as fencing). Only that portion of a historic cemetery that retains its historic integrity can be eligible. If the overall integrity has been lost because of the number and size of recent grave markers, some features such as buildings, structures, or objects that retain integrity may be considered as individual properties if they are of such historic or artistic importance that they individually meet one or more of the requirements listed above.

NATIONAL CEMETERIES

National Cemeteries administered by the Veterans Administration are eligible because they have been designated by Congress as primary memorials to the military history of the United States. Those areas within a designated national cemetery that have been used or prepared for the reception of the remains of veterans and their dependents, as well as any landscaped areas that immediately surround the graves may qualify. Because these cemeteries draw their significance from the presence of the remains of military personnel who have served the country throughout

its history, the age of the cemetery is not a factor in judging eligibility, although integrity must be present.

A national cemetery or a portion of a national cemetery that has only been set aside for use in the future is not eligible.

CRITERIA CONSIDERATION E: RECONSTRUCTED PROPERTIES

A reconstructed property is eligible when it is accurately executed in a suitable environment *and* presented in a dignified manner as part of a restoration master plan *and* when no other building or structure with the same associations has survived. All three of these requirements must be met.

UNDERSTANDING CRITERIA CONSIDERATION E: RECONSTRUCTED PROPERTIES

“Reconstruction” is defined as the reproduction of the exact form and detail of a vanished building, structure, object, or a part thereof, as it appeared at a specific period of time. Reconstructed buildings fall into two categories: buildings wholly constructed of new materials and buildings reassembled from some historic and some new materials. Both categories of properties present problems in meeting the integrity requirements of the National Register criteria.

Examples of Properties that MUST Meet Criteria Consideration E: Reconstructed Properties

- A property in which most or all of the fabric is not original.
- A district in which an important resource or a significant number of resources are reconstructions.

Examples of Properties that DO NOT Need to Meet Criteria Consideration E: Reconstructed Properties

- A property that is remodeled or renovated and still has the majority of its original fabric.

APPLYING CRITERIA CONSIDERATION E: RECONSTRUCTED PROPERTIES

ACCURACY OF THE RECONSTRUCTION

The phrase “accurately executed” means that the reconstruction must be based upon sound archeological, architectural, and historic data concerning the historic construction and appearance of the resource. That documentation should include both analysis of any above or below ground material and research in written and other records.

SUITABLE ENVIRONMENT

The phrase “suitable environment” refers to: 1) the physical context provided by the historic district and 2) any interpretive scheme, if the historic district is used for interpretive purposes. This means that the reconstructed property must be located at the same site as the original. It must also be situated in its original grouping of buildings, structures, and objects (as many as are extant), and that grouping must retain integrity. In addition, the reconstruction must not be misrepresented as an authentic historic property.

Eligible

- A reconstructed plantation manager’s office building is considered eligible because it is located at its historic site, grouped with the remaining historic plantation buildings and structures, and the plantation as a whole retains integrity. Interpretation of the plantation district includes an explanation that the manager’s office is not the original building, but a reconstruction.

Not Eligible

- The same reconstructed plantation manager’s office building would not qualify if it were rebuilt at a location different from that of the original building, or if the district as a whole no longer reflected the period for which it is significant, or if a misleading interpretive scheme were used for the district or for the reconstruction itself.

RESTORATION MASTER PLANS

Being presented “as part of a restoration master plan” means that: 1) a reconstructed property is an essential component in a historic district and 2) the reconstruction is part of an overall restoration plan for an entire district. “Restoration” is defined as accurately recovering the form and details of a property and its setting as it appeared at a particular period by removing later work or by replacing missing earlier work (as opposed to completely rebuilding the property). The master plan for the entire property must emphasize restoration, not reconstruction. In other words, the master plan for the entire resource would not be acceptable under this consideration if it called for reconstruction of a majority of the resource.

LAST SURVIVING PROPERTY OF A TYPE

This consideration also stipulates that a reconstruction can qualify if, in addition to the other requirements, no other building, object, or structure with the same association has survived. A reconstruction that is part of a restoration master plan is appropriate only if: 1) the property is the only one in the district with which a particular important activity or event has been historically associated or 2) no other property with the same associative values has survived.

RECONSTRUCTIONS OLDER THAN FIFTY YEARS

After the passage of fifty years, a reconstruction may attain its own significance for what it reveals about the period in which it was built, rather than the historic period it was intended to depict. On that basis, a reconstruction can possibly qualify under any of the Criteria.

Eligible

- A reconstructed plantation manager’s office is eligible if the office were an important component of the plantation *and* if the reconstruction is one element in an overall plan for restoring the plantation *and* if no other building or structure with the same associations has survived.
- The reconstruction of the plantation manager’s office building can be eligible only if the majority of buildings, structures, and objects that comprised the plantation are extant and are being restored. For guidance regarding restoration see the *Secretary of the Interior’s Standards for Historic Preservation Projects*.

CRITERIA CONSIDERATION F: COMMEMORATIVE PROPERTIES

A property primarily commemorative in intent can be eligible if design, age, tradition, or symbolic value has invested it with its own historical significance.

UNDERSTANDING CRITERIA CONSIDERATION F: COMMEMORATIVE PROPERTIES

Commemorative properties are designed or constructed after the occurrence of an important historic event or after the life of an important person. They are not directly associated with the event or with the person's productive life, but serve as evidence of a later generation's assessment of the past. Their significance comes from their value as cultural expressions at the date of their creation. Therefore, a commemorative property generally must be over fifty years old and must possess significance based on its own value, not on the value of the event or person being memorialized.

Examples of Properties that MUST Meet Criteria Consideration F: Commemorative Properties

- *A property whose sole or primary function is commemorative or in which the commemorative function is of primary significance.*

Examples of Properties that DO NOT Need to Meet Criteria Consideration F: Commemorative Properties

- *A resource that has a non-commemorative primary function or significance.*
- *A single marker that is a component of a district (whether contributing or non-contributing).*

APPLYING CRITERIA CONSIDERATION F: COMMEMORATIVE PROPERTIES

ELIGIBILITY FOR DESIGN

A commemorative property derives its design from the aesthetic values of the period of its creation. A commemorative property, therefore, may be significant for the architectural, artistic, or other design qualities of its own period in prehistory or history.

Eligible

- A commemorative statue situated in a park or square is eligible if it expresses the aesthetics or craftsmanship of the period when it was made, meeting Criterion C.
- A late 19th century statue erected on a courthouse square to commemorate Civil War veterans would qualify if it reflects that era's shared perception of the noble character and valor of the veterans and their cause. This was commonly conveyed by portraying idealized soldiers or allegorical figures of battle, victory, or sacrifice.

ELIGIBILITY FOR AGE, TRADITION, OR SYMBOLIC VALUE

A commemorative property cannot qualify for association with the event or person it memorializes. A commemorative property may, however, acquire significance after the time of its creation through *age*, *tradition*, or *symbolic* value. This significance must be documented by accepted methods of historical research, including written or oral history, and must meet one or more of the Criteria.

Eligible

- A commemorative marker erected by a cultural group that believed the place was the site of its origins is eligible if, for subsequent generations of the group, the marker itself became the focus of traditional association with the group's historic identity.
- A building erected as a monument to an important historical figure will qualify if through the passage of time the property itself has come to symbolize the value placed upon the individual and is widely recognized as a reminder of enduring principles or contributions valued by the generation that erected the monument.
- A commemorative marker erected early in the settlement or development of an area will qualify if it is demonstrated that, because of its relative great age, the property has long been a part of the historic identity of the area.

Not Eligible

- A commemorative marker erected in the past by a cultural group at the site of an event in its history would not be eligible if the marker were significant only for association with the event, and it had not become significant itself through tradition.
- A building erected as a monument to an important historical figure would not be eligible if its only value lay in its association with the individual, and it has not come to symbolize values, ideas, or contributions valued by the generation that erected the monument.
- A commemorative marker erected to memorialize an event in the community's history would not qualify simply for its association with the event it memorialized.

INELIGIBILITY AS THE LAST REPRESENTATIVE OF AN EVENT OR PERSON

The loss of properties directly associated with a significant event or person does not strengthen the case for consideration of a commemorative property. Unlike birthplaces and graves, a commemorative property usually has no direct historic association. The commemorative property can qualify for historic association only if it is clearly significant in its own right, as stipulated above.

CRITERIA CONSIDERATION G: PROPERTIES THAT HAVE ACHIEVED SIGNIFICANCE WITHIN THE LAST FIFTY YEARS⁹

A property achieving significance within the last fifty years is eligible if it is of exceptional importance.

UNDERSTANDING CRITERIA CONSIDERATION G: PROPERTIES THAT HAVE ACHIEVED SIGNIFICANCE WITHIN THE LAST FIFTY YEARS

The National Register Criteria for Evaluation exclude properties that achieved significance within the last fifty years unless they are of exceptional importance. Fifty years is a general estimate of the time needed to develop historical perspective and to evaluate significance. This consideration guards against the listing of properties of passing contemporary interest and ensures that the National Register is a list of truly historic places.

Examples of Properties that MUST Meet Criteria Consideration G: Properties that Have Achieved Significance Within the Last Fifty Years

- A property that is less than fifty years old.
- A property that continues to achieve significance into a period less than fifty years before the nomination.
- A property that has non-contiguous Periods of Significance, one of which is less than fifty years before the nomination.
- A property that is more than fifty years old and had no significance until a period less than fifty years before the nomination.

Examples of Properties that DO NOT Need to Meet Criteria Consideration G: Properties that Have Achieved Significance Within the Last Fifty Years

- A resource whose construction began over fifty years ago, but the completion overlaps the fifty year period by a few years or less.
- A resource that is significant for its plan or design, which is over fifty years old, but the actual completion of the project overlaps the fifty year period by a few years.
- A historic district in which a few properties are newer than fifty years old, but the majority of properties and the most important Period of Significance are greater than fifty years old.

⁹ For more information on Criteria Consideration G, refer to *National Register Bulletin: Guidelines for Evaluating and Nominating Properties that Have Achieved Significance Within the Last Fifty Years*.

APPLYING CRITERIA CONSIDERATION G: PROPERTIES THAT HAVE ACHIEVED SIGNIFICANCE WITHIN THE PAST FIFTY YEARS

ELIGIBILITY FOR EXCEPTIONAL IMPORTANCE

The phrase “exceptional importance” may be applied to the extraordinary importance of an event or to an entire category of resources so fragile that survivors of any age are unusual. Properties listed that had attained significance in less than fifty years include: the launch pad at Cape Canaveral from which men first traveled to the moon, the home of nationally prominent playwright Eugene O’Neill, and the Chrysler Building (New York) significant as the epitome of the “Style Moderne” architecture.

Properties less than fifty years old that qualify as exceptional because the entire category of resources is fragile include a recent example of a traditional sailing canoe in the Trust Territory of the Pacific Islands, where because of rapid deterioration of materials, no working Micronesian canoes exist that are more than twenty years old. Properties that by their nature can last more than fifty years cannot be considered exceptionally important because of the fragility of the class of resources.

The phrase “exceptional importance” does not require that the property be of national significance. It is a measure of a property’s importance within the appropriate historic context, whether the scale of that context is local, State, or national.

Eligible

- The General Laundry Building in New Orleans, one of the few remaining Art Deco Style buildings in that city, was listed in the National Register when it was forty years old because of its exceptional importance as an example of that architectural style.

HISTORICAL PERSPECTIVE

A property that has achieved significance within the past fifty years can be evaluated only when sufficient historical perspective exists to determine that the property is exceptionally important. The necessary perspective can be provided by scholarly research and evaluation, and must consider both the historic context and the specific property’s role in that context.

In many communities, properties such as apartment buildings built in the 1950s cannot be evaluated because there is no scholarly research available to provide an overview of the nature, role, and impact of that building type within the context of historical and architectural developments of the 1950s.

NATIONAL PARK SERVICE RUSTIC ARCHITECTURE

Properties such as structures built in a rustic style by the National Park Service during the 1930s and 1940s can be evaluated because a broad study, *National Park Service Rustic Architecture* (1977), provides the context for evaluating properties of this type and style. Specific examples were listed in the National Register prior to reaching fifty years of age when documentation concerning the individual properties established their significance within the historical and architectural context of the type and style.

VETERANS ADMINISTRATION HOSPITALS

Hospitals less than fifty years old that were constructed by the Veterans Bureau and Veterans Administration can be evaluated because the collection of forty-eight facilities built between 1920 and 1946 has been analyzed in a study prepared by the agency. The study provided a historic and architectural context for development of veteran’s care within which hospitals could be evaluated. The exceptional importance of specific individual facilities constructed within the past fifty years could therefore be determined based on their role and their present integrity.

COMPARISON WITH RELATED PROPERTIES

In justifying exceptional importance, it is necessary to identify other properties within the geographical area that reflect the same significance or historic associations and to determine which properties *best* represent the historic context in question. Several properties in the area could become eligible with the passage of time, but few will qualify now as exceptionally important.

POST-WORLD WAR II PROPERTIES

Properties associated with the post-World War II era must be identified and evaluated to determine which ones in an area could be judged exceptionally important. For example, a public housing complex may be eligible as an outstanding expression of the nation’s post-war urban policy. A military installation could be judged exceptionally important because of its contribution to the Cold War arms race. A church building in a Southern city may have served as the pivotal rallying point for the city’s most famous civil rights protest. A post-war suburban subdivision may be the best reflection of contemporary siting and design tenets in a metropolitan area. In each case, the nomination preparer must justify the *exceptional* importance of the property relative to similar properties in the community, State, or nation.

ELIGIBILITY FOR INFORMATION POTENTIAL

A property that has achieved significance within the past fifty years can qualify under Criterion D only if it can be demonstrated that the information is of exceptional importance within the appropriate context and that the property contains data superior to or different from those obtainable from other sources, including other culturally related sites. An archeological site less than fifty years old may be eligible if the former inhabitants are so poorly documented that information about their lifeways is best obtained from examination of the material remains.

Eligible

- Data such as the rate of adoption of modern technological innovations by rural tenant farmers in the 1950s may not be obtainable through interviews with living persons but could be gained by examination of homesites.

Not Eligible

- A recent archeological site such as the remains of a Navajo sheep corral used in the 1950s would not be considered exceptionally significant for its information potential on animal husbandry if better information on the same topic is available through ethnographic studies or living informants.

HISTORIC DISTRICTS

Properties which have achieved significance within the past fifty years can be eligible for the National Register if they are an integral part of a district which qualifies for National Register listing. This is demonstrated by documenting that the property dates from within the district's defined Period of Significance and that it is associated with one or more of the district's defined Areas of Significance.

Properties less than fifty years old may be an integral part of a district when there is sufficient perspective to consider the properties as historic. This is accomplished by demonstrating that: 1) the district's Period of Significance is justified as a discrete period with a defined beginning and end, 2) the character of the district's historic resources is clearly defined and assessed, 3) specific resources in the district are demonstrated to date from that discrete era, and 4) the majority of district properties are over fifty years old. In these instances, it is not necessary to prove exceptional importance of either the district itself or the less-than-fifty-year-old properties. Exceptional importance still must be demonstrated for district where the majority of properties or the major Period of Significance is less than fifty years old, and for less-than-fifty-year-old properties which are nominated individually.

PROPERTIES MORE THAN FIFTY YEARS IN AGE, LESS THAN FIFTY YEARS IN SIGNIFICANCE

Properties that are more than fifty years old, but whose significant associations or qualities are less than fifty years old, must be treated under the fifty year consideration.

Eligible

- A building constructed early in the twentieth century (and having no architectural importance), but that was associated with an important person during the 1950s, must be evaluated under Criteria Consideration G because the Period of Significance is within the past fifty years. Such a property would qualify if the person was of exceptional importance.

REQUIREMENT TO MEET THE CRITERIA, REGARDLESS OF AGE

Properties that are less than fifty years old and are not exceptionally important will *not* automatically qualify for the National Register once they are fifty years old. In order to be listed in the National Register, all properties, regardless of age, must be demonstrated to meet the Criteria for Evaluation.

VIII. HOW TO EVALUATE THE INTEGRITY OF A PROPERTY

INTRODUCTION

Integrity is the ability of a property to convey its significance. To be listed in the National Register of Historic Places, a property must not only be shown to be significant under the National Register criteria, but it also must have integrity. The evaluation of integrity is sometimes a subjective judgment, but it must always be grounded in an understanding of a property's physical features and how they relate to its significance.

Historic properties either retain integrity (this is, convey their significance) or they do not. Within the concept of integrity, the National Register criteria recognizes seven aspects or qualities that, in various combinations, define integrity.

To retain historic integrity a property will always possess several, and usually most, of the aspects. The retention of specific aspects of integrity is paramount for a property to convey its significance. Determining *which* of these aspects are most important to a particular property requires knowing why, where, and when the property is significant. The following sections define the seven aspects and explain how they combine to produce integrity.

SEVEN ASPECTS OF INTEGRITY

- Location
- Design
- Setting
- Materials
- Workmanship
- Feeling
- Association

UNDERSTANDING THE ASPECTS OF INTEGRITY

LOCATION

Location is the place where the historic property was constructed or the place where the historic event occurred. The relationship between the property and its location is often important to understanding why the property was created or why something happened. The actual location of a historic property, complemented by its setting, is particularly important in recapturing the sense of historic events and persons. Except in rare cases, the relationship between a property and its historic associations is destroyed if the property is moved. (See Criteria Consideration B in *Part VII: How to Apply the Criteria Considerations*, for the conditions under which a moved property can be eligible.)

DESIGN

Design is the combination of elements that create the form, plan, space, structure, and style of a property. It results from conscious decisions made during the original conception and planning of a property (or its significant alteration) and applies to activities as diverse as community planning, engineering, architecture, and landscape architecture. Design includes such elements as organization of space, proportion, scale, technology, ornamentation, and materials.

A property's design reflects historic functions and technologies as well as aesthetics. It includes such considerations as the structural system; massing; arrangement of spaces; pattern of fenestration; textures and colors of surface materials; type, amount, and style of ornamental detailing; and arrangement and type of plantings in a designed landscape.

Design can also apply to districts, whether they are important primarily for historic association, architectural value, information potential, or a combination thereof. For districts significant primarily for historic association or architectural value, design concerns more than just the individual buildings or structures located within the boundaries. It also applies to the way in which buildings, sites, or structures are related: for example, spatial relationships between major features; visual rhythms in a streetscape or landscape plantings; the layout and materials of walkways and roads; and the relationship of other features, such as statues, water fountains, and archeological sites.

SETTING

Setting is the physical environment of a historic property. Whereas location refers to the specific place where a property was built or an event occurred, setting refers to the *character* of the place in which the property played its historical role. It involves *how*, not just *where*, the property is situated and its relationship to surrounding features and open space.

Setting often reflects the basic physical conditions under which a property was built and the functions it was intended to serve. In addition, the way in which a property is positioned in its environment can reflect the designer's concept of nature and aesthetic preferences.

The physical features that constitute the setting of a historic property can be either natural or manmade, including such elements as:

- Topographic features (a gorge or the crest of a hill);
- Vegetation;
- Simple manmade features (paths or fences); and
- Relationships between buildings and other features or open space.

These features and their relationships should be examined not only within the exact boundaries of the property, but also between the property and its *surroundings*. This is particularly important for districts.

MATERIALS

Materials are the physical elements that were combined or deposited during a particular period of time and in a particular pattern or configuration to form a historic property. The choice and combination of materials reveal the preferences of those who created the property and indicate the availability of particular types of materials and technologies. Indigenous materials are often the focus of regional building traditions and thereby help define an area's sense of time and place.

A property must retain the key exterior materials dating from the period of its historic significance. If the property has been rehabilitated, the historic materials and significant features must have been preserved. The property must also be an actual historic resource, not a recreation; a

recent structure fabricated to look historic is not eligible. Likewise, a property whose historic features and materials have been lost and then reconstructed is usually not eligible. (See Criteria Consideration E in *Part VII: How to Apply the Criteria Considerations* for the conditions under which a reconstructed property can be eligible.)

WORKMANSHIP

Workmanship is the physical evidence of the crafts of a particular culture or people during any given period in history or prehistory. It is the evidence of artisans' labor and skill in constructing or altering a building, structure, object, or site. Workmanship can apply to the property as a whole or to its individual components. It can be expressed in vernacular methods of construction and plain finishes or in highly sophisticated configurations and ornamental detailing. It can be based on common traditions or innovative period techniques.

Workmanship is important because it can furnish evidence of the technology of a craft, illustrate the aesthetic principles of a historic or prehistoric period, and reveal individual, local, regional, or national applications of both technological practices and aesthetic principles. Examples of workmanship in historic buildings include tooling, carving, painting, graining, turning, and joinery. Examples of workmanship in prehistoric contexts include Paleo-Indian clovis projectile points; Archaic period beveled adzes; Hopewellian birdstone pipes; copper earspools and worked bone pendants; and Iroquoian effigy pipes.

FEELING

Feeling is a property's expression of the aesthetic or historic sense of a particular period of time. It results from the presence of physical features that, taken together, convey the property's historic character. For example, a rural historic district retaining original design, materials, workmanship, and setting will relate the feeling of agricultural life in the 19th century. A grouping of prehistoric petroglyphs, unmarred by graffiti and intrusions and located on its original isolated bluff, can evoke a sense of tribal spiritual life.

ASSOCIATION

Association is the direct link between an important historic event or person and a historic property. A property retains association if it is the place where the event or activity occurred and is sufficiently intact to convey that relationship to an observer. Like feeling, association requires the presence of physical features that convey a property's historic character. For example, a Revolutionary War battlefield whose natural and manmade elements have remained intact since the 18th century will retain its quality of association with the battle.

Because feeling and association depend on individual perceptions, their retention *alone* is never sufficient to support eligibility of a property for the National Register.

ASSESSING INTEGRITY IN PROPERTIES

Integrity is based on significance: why, where, and when a property is important. Only after significance is fully established can you proceed to the issue of integrity.

The steps in assessing integrity are:

- Define the **essential physical features** that must be present for a property to represent its significance.
- Determine whether the **essential physical features are visible** enough to convey their significance.
- Determine whether the property needs to be **compared with similar properties**. And,
- Determine, based on the significance and essential physical features, **which aspects of integrity** are particularly vital to the property being nominated and if they are present.

Ultimately, the question of integrity is answered by whether or not the property retains the **identity** for which it is significant.

DEFINING THE ESSENTIAL PHYSICAL FEATURES

All properties change over time. It is not necessary for a property to retain all its historic physical features or characteristics. The property must retain, however, the essential physical features that enable it to convey its historic identity. The essential physical features are those features that define both *why* a property is significant (Applicable Criteria and Areas of Significance) and *when* it was significant (Periods of Significance). They are the features without which a property can no longer be identified as, for instance, a late 19th century dairy barn or an early 20th century commercial district.

CRITERIA A AND B

A property that is significant for its historic association is eligible if it retains the essential physical features that made up its character or appearance during the period of its association with the important event, historical pattern, or person(s). If the property is a site (such as a treaty site) where there are no material cultural remains, the setting must be intact.

Archeological sites eligible under Criteria A and B must be in overall good condition with excellent preservation of features, artifacts, and spatial relationships to the extent that these remains are able to convey important associations with events or persons.

CRITERION C

A property important for illustrating a particular architectural style or construction technique must retain most of the physical features that constitute that style or technique. A property that has lost some historic materials or details can be eligible if it retains the majority of the features that illustrate its style in terms of the massing, spatial relationships, proportion, pattern of windows and doors, texture of materials, and ornamentation. The property is not eligible, however, if it retains some basic features conveying massing but has lost the majority of the features that once characterized its style.

Archeological sites eligible under Criterion C must be in overall good condition with excellent preservation

of features, artifacts, and spatial relationships to the extent that these remains are able to illustrate a site type, time period, method of construction, or work of a master.

CRITERION D

For properties eligible under Criterion D, including archeological sites and standing structures studied for their information potential, less attention is given to their overall condition, than it they were being considered under Criteria A, B, or C. Archeological sites, in particular, do not exist today exactly as they were formed. There are always cultural and natural processes that alter the deposited materials and their spatial relationships.

For properties eligible under Criterion D, integrity is based upon the property's potential to yield specific data that addresses important research questions, such as those identified in the historic context documentation in the Statewide Comprehensive Preservation Plan or in the research design for projects meeting the *Secretary of the Interior's Standards for Archeological Documentation*.

INTERIORS

Some historic buildings are virtually defined by their exteriors, and their contribution to the built environment can be appreciated even if their interiors are not accessible. Examples of this would include early examples of steel-framed skyscraper construction. The great advance in American technology and engineering made by these buildings can be read from the outside. The change in American popular taste during the 19th century, from the symmetry and simplicity of architectural styles based on classical precedents, to the expressions of High Victorian styles, with their combination of textures, colors, and asymmetrical forms, is readily apparent from the exteriors of these buildings.

Other buildings "are" interiors. The Cleveland Arcade, that soaring 19th century glass-covered shopping area, can only be appreciated from the inside. Other buildings in this category would be the great covered train sheds of the 19th century.

In some cases the loss of an interior will disqualify properties from listing

in the National Register—a historic concert hall noted for the beauty of its auditorium and its fine acoustic qualities would be the type of property that if it were to lose its interior, it would lose its value as a historic resource. In other cases, the overarching significance of a property's exterior can overcome the adverse effect of the loss of an interior.

In borderline cases particular attention is paid to the significance of the property and the remaining historic features.

HISTORIC DISTRICTS

For a district to retain integrity as a whole, the majority of the components that make up the district's historic character must possess integrity even if they are individually undistinguished. In addition, the relationships among the district's components must be substantially unchanged since the period of significance.

When evaluating the impact of intrusions upon the district's integrity, take into consideration the relative number, size, scale, design, and location of the components that do not contribute to the significance. A district is not eligible if it contains so many alterations or new intrusions that it no longer conveys the sense of a historic environment.

A component of a district cannot contribute to the significance if:

- it has been substantially altered since the period of the district's significance or
- it does not share the historic associations of the district.

VISIBILITY OF PHYSICAL FEATURES

Properties eligible under Criteria A, B, and C must not only retain their essential physical features, but the features must be visible enough to convey their significance. This means that even if a property is physically intact, its integrity is questionable if its significant features are concealed under modern construction. Archeological properties are often the exception to this; by nature they usually do not require visible features to convey their significance.

NON-HISTORIC EXTERIORS

If the historic *exterior* building material is covered by non-historic material (such as modern siding), the property can still be eligible *if* the significant form, features, and detailing are not obscured. If a property's exterior is covered by a non-historic false-front or curtain wall, the property will not qualify under Criteria A, B, or C, because it does not retain the visual quality necessary to convey historic or architectural significance. Such a property also cannot be considered a contributing element in a historic district, because it does not add to the district's sense of time and place. If the false front, curtain wall, or non-historic siding is removed and the original building materials are intact, then the property's integrity can be re-evaluated.

PROPERTY CONTAINED WITHIN ANOTHER PROPERTY

Some properties contain an earlier structure that formed the nucleus for later construction. The exterior property, if not eligible in its own right, can qualify on the basis of the interior property *only if* the interior property can yield significant information about a specific construction technique or material, such as rammed earth or tabby. The interior property *cannot* be used as the basis for eligibility if it has been so altered that it no longer contains the features that could provide important information, or if the presence of important information cannot be demonstrated.

SUNKEN VESSELS

A sunken vessel can be eligible under Criterion C as embodying the distinctive characteristics of a method of construction if it is structurally intact. A *deteriorated* sunken vessel, no longer structurally intact, can be eligible under Criterion D if the remains of either the vessel or its contents is capable of yielding significant information. For further information, refer to *National Register Bulletin: Nominating Historic Vessels and Shipwrecks to the National Register of Historic Places*.

Natural Features

A natural feature that is associated with a historic event or trend, such as a rock formation that served as a trail marker during westward expansion, must retain its historic appearance, unobscured by modern construction or landfill. Otherwise it is not eligible, even though it remains intact.

COMPARING SIMILAR PROPERTIES

For some properties, comparison with similar properties should be considered during the evaluation of integrity. Such comparison may be important in deciding what physical features are essential to properties of that type. In instances where it has not been determined what physical features a property must possess in order for it to reflect the significance of a historic context, comparison with similar properties should be undertaken during the evaluation of integrity. This situation arises when scholarly work has not been done on a particular property type or when surviving examples of a property type are extremely rare. (See **Comparing Related Properties** in *Part V: How to Evaluate a Property within its Historic Context*.)

RARE EXAMPLES OF A PROPERTY TYPE

Comparative information is particularly important to consider when evaluating the integrity of a property that is a rare surviving example of its type. The property must have the essential physical features that enable it to convey its historic character or information. The rarity and poor condition, however, of other extant examples of the type may justify accepting a greater degree of alteration or fewer features, provided that enough of the property survives for it to be a significant resource.

Eligible

- A one-room schoolhouse that has had all original exterior siding replaced and a replacement roof that does not exactly replicate the original roof profile can be eligible if the other extant rare examples have received an even greater degree of alteration, such as the subdivision of the original one-room plan.

Not Eligible

- A mill site contains information on how site patterning reflects historic functional requirements, but parts of the site have been destroyed. The site is not eligible for its information potential if a comparison of other mill sites reveals more intact properties with complete information.

DETERMINING THE RELEVANT ASPECTS OF INTEGRITY

Each type of property depends on certain aspects of integrity, more than others, to express its historic significance. Determining which of the aspects is most important to a particular property requires an understanding of the property's significance and its essential physical features.

CRITERIA A AND B

A property important for association with an event, historical pattern, or person(s) ideally might retain *some* features of all seven aspects of integrity: location, design, setting, materials, workmanship, feeling, and association. Integrity of design and workmanship, however, might not be as important to the significance, and would not be relevant if the property were a site. A basic integrity test for a property associated with an important event or person is whether a historical contemporary would recognize the property as it exists today.

For archeological sites that are eligible under Criteria A and B, the seven aspects of integrity can be applied in much the same way as they are to buildings, structures, or objects. It is important to note, however, that the site must have *demonstrated* its ability to convey its significance, as opposed to sites eligible under Criterion D where only the potential to yield information is required.

Eligible

A mid-19th century waterpowered mill important for its association with an area's industrial development is eligible if:

- it is still on its original site (**Location**), and
- the important features of its setting are intact (**Setting**), and
- it retains most of its historic materials (**Materials**), and
- it has the basic features expressive of its design and function, such as configuration, proportions, and window pattern (**Design**).

Not Eligible

A mid-19th century water-powered mill important for its association with an area's industrial development is not eligible if:

- it has been moved (**Location**, **Setting**, **Feeling**, and **Association**), or
- substantial amounts of new materials have been incorporated (**Materials**, **Workmanship**, and **Feeling**), or
- it no longer retains basic design features that convey its historic appearance or function (**Design**, **Workmanship**, and **Feeling**).

CRITERION C

A property significant under Criterion C must retain those physical features that characterize the type, period, or method of construction that the property represents. Retention of design, workmanship, and materials will usually be more important than location, setting, feeling, and association. Location and setting will be important, however, for those properties whose design is a reflection of their immediate environment (such as designed landscapes and bridges).

For archeological sites that are eligible under Criterion C, the seven aspects of integrity can be applied in much the same way as they are to buildings, structures, or objects. It is important to note, however, that the site must have *demonstrated* its ability to convey its significance, as opposed to sites eligible under Criterion D where only the *potential* to yield information is required.

Eligible

A 19th century wooden covered bridge, important for illustrating a construction type, is eligible if:

- the essential features of its design are intact, such as abutments, piers, roof configuration, and trusses (**Design**, **Workmanship**, and **Feeling**), and
- most of the historic materials are present (**Materials**, **Workmanship**, and **Feeling**), and
- evidence of the craft of wooden bridge technology remains, such as the form and assembly technique of the trusses (**Workmanship**).
- Since the design of a bridge relates directly to its function as a transportation crossing, it is also important that the bridge still be situated over a waterway (**Setting**, **Location**, **Feeling**, and **Association**).

Not Eligible

For a 19th century wooden covered bridge, important for its construction type, replacement of some materials of the flooring, siding, and roofing would not necessarily damage its integrity. Integrity would be lost, however, if:

- the abutments, piers, or trusses were substantially altered (**Design**, **Workmanship**, and **Feeling**) or
- considerable amounts of new materials were incorporated (**Materials**, **Workmanship**, and **Feeling**).
- Because environment is a strong factor in the design of this property type, the bridge would also be ineligible if it no longer stood in a place that conveyed its function as a crossing (**Setting**, **Location**, **Feeling**, and **Association**).

CRITERION D

For properties eligible under Criterion D, setting and feeling may not have direct bearing on the property's ability to yield important information. Evaluation of integrity probably will focus primarily on the location, design, materials, and perhaps workmanship.

Eligible

A multicomponent prehistoric site important for yielding data on changing subsistence patterns can be eligible if:

- floral or faunal remains are found in clear association with cultural material (**Materials** and **Association**) and
- the site exhibits stratigraphic separation of cultural components (**Location**).

Not Eligible

A multicomponent prehistoric site important for yielding data on changing subsistence patterns would not be eligible if:

- floral or faunal remains were so badly decomposed as to make identification impossible (**Materials**), or
- floral or faunal remains were disturbed in such a manner as to make their association with cultural remains ambiguous (**Association**), or
- the site has lost its stratigraphic context due to subsequent land alterations (**Location**).

Eligible

A lithic scatter site important for yielding data on lithic technology during the Late Archaic period can be eligible if:

- the site contains lithic debitage, finished stone tools, hammerstones, or antler flakers (**Material** and **Design**), and
- the site contains datable material (**Association**).

Not Eligible

A lithic scatter site important for yielding data on lithic technology during the Late Archaic period would not be eligible if:

- the site contains natural deposits of lithic materials that are impossible to distinguish from culturally modified lithic material (**Design**) or
- the site does not contain any temporal diagnostic evidence that could link the site to the Late Archaic period (**Association**).

IX. SUMMARY OF THE NATIONAL HISTORIC LANDMARKS CRITERIA FOR EVALUATION

A property being nominated to the National Register may also merit consideration for potential designation as a National Historic Landmark. Such consideration is dependent upon the stringent application of the following distinct set of criteria (found in the *Code of Federal Regulations*, Title 36, Part 65).

NATIONAL HISTORIC LANDMARKS CRITERIA

The quality of national significance is ascribed to districts, sites, buildings, structures, and objects that possess exceptional value or quality in illustrating or interpreting the heritage of the United States in history, architecture, archeology, engineering, and culture and that possess a high degree of integrity of location, design, setting, materials, workmanship, feeling, and association, and:

1. That are associated with events that have made a significant contribution to, and are identified with, or that outstandingly represent, the broad national patterns of United States history and from which an understanding and appreciation of those patterns may be gained; or
2. That are associated importantly with the lives of persons nationally significant in the history of the United States; or
3. That represent some great idea or ideal of the American people; or
4. That embody the distinguishing characteristics of an architectural type specimen exceptionally valuable for a study of a period, style or method of construction, or that represent a significant, distinctive and exceptional entity whose components may lack individual distinction; or
5. That are composed of integral parts of the environment not sufficiently significant by reason of historical association or artistic merit to warrant individual recognition but collectively compose an entity of exceptional historical or artistic significance, or outstandingly commemorate or illustrate a way of life or culture; or
6. That have yielded or may be likely to yield information of major scientific importance by revealing new cultures, or by shedding light upon periods of occupation over large areas of the United States. Such sites are those which have yielded, or which may reasonably be expected to yield, data affecting theories, concepts and ideas to a major degree.

NATIONAL HISTORIC LANDMARK EXCLUSIONS

Ordinarily, cemeteries, birthplaces, graves of historical figures, properties owned by religious institutions or used for religious purposes, structures that have been moved from their original locations, reconstructed historic buildings and properties that have achieved significance within the past fifty years are not eligible for designation. If such properties fall within the following categories they may, nevertheless, be found to qualify:

1. A religious property deriving its primary national significance from architectural or artistic distinction or historical importance; or
2. A building or structure removed from its original location but which is nationally significant primarily for its architectural merit, or for association with persons or events of transcendent importance in the nation's history and the association consequential; or
3. A site of a building or structure no longer standing but the person or event associated with it is of transcendent importance in the nation's history and the association consequential; or

4. A birthplace, grave or burial if it is of a historical figure of transcendent national significance and no other appropriate site, building, or structure directly associated with the productive life of that person exists; or
5. A cemetery that derives its primary national significance from graves of persons of transcendent importance, or from an exceptionally distinctive design or an exceptionally significant event; or
6. A reconstructed building or ensemble of buildings of extraordinary national significance when accurately executed in a suitable environment and presented in a dignified manner as part of a restoration master plan, and when no other buildings or structures with the same association have survived; or
7. A property primarily commemorative in intent if design, age, tradition, or symbolic value has invested it with its own national historical significance; or
8. A property achieving national significance within the past 50 years if it is of extraordinary national importance.

COMPARING THE NATIONAL HISTORIC LANDMARKS CRITERIA AND THE NATIONAL REGISTER CRITERIA

In general, the instructions for preparing a National Register nomination and the guidelines stated in this bulletin for applying the National Register Criteria also apply to Landmark nominations and the use of the Landmark criteria. While there are specific distinctions discussed below, *Parts IV and V* of this bulletin apply equally to National Register listings and Landmark nominations. That is, the categories of historic properties are defined the same way; historic con-

texts are identified similarly; and comparative evaluation is carried out on the same principles enumerated in *Part V*.

There are some differences between National Register and National Historic Landmarks Criteria. The following is an explanation of how each Landmark Criterion compares with its National Register Criteria counterpart:

CRITERION 1

This Criterion relates to National Register Criterion A. Both cover properties associated with events. The Landmark Criterion, however, requires that the events associated with the property be *outstandingly* represented by that property and that the property be related to the broad national patterns of U.S. history. Thus, the quality of the property to convey and interpret its meaning must be of a higher order and must relate to national themes rather than the narrower context of State or local themes.

CRITERION 2

This Criterion relates to National Register Criterion B. Both cover properties associated with significant people. The Landmark Criterion differs in that it specifies that the association of a person to the property in question be an important one and that the person associated with the property be of *national* significance.

CRITERION 3

This Criterion has no counterpart among the National Register Criteria. It is rarely, if ever, used alone. While not a landmark at present, the Liberty Bell is an object that might be considered under this Criterion. The application of this Criterion obviously requires the most careful scrutiny and would apply only in rare instances involving ideas and ideals of the highest order.

CRITERION 4

This Criterion relates to National Register Criterion C. Its intent is to qualify exceptionally important works of architecture or collective elements of architecture extraordinarily significant as an ensemble, such as a historic

district. Note that the language is more restrictive than that of the National Register Criterion in requiring that a candidate in architecture be "a specimen exceptionally valuable for the study of a period, style, or method of construction" rather than simply embodying distinctive characteristics of a type, period, or method of construction. With regard to historic districts, the Landmarks Criterion requires an entity that is distinctive and exceptional. Unlike National Register Criterion C, this Criterion will not qualify the works of a master, *per se*, but only such works which are exceptional or extraordinary. Artistic value is considered only in the context of history's judgement in order to avoid current conflicts of taste.

CRITERION 5

This Criterion does not have a strict counterpart among the National Register Criteria. It may seem redundant of the latter part of Landmark Criterion 4. It is meant to cover collective entities such as Greenfield Village and historic districts like New Bedford, Massachusetts, which qualify for their collective association with a nationally significant event, movement, or broad pattern of national development.

CRITERION 6

The National Register counterpart of this is Criterion D. Criterion 6 was developed specifically to recognize archeological sites. All such sites must address this Criterion. The following are the qualifications that distinguish this Criterion from its National Register counterpart: the information yielded or likely to be yielded must be of *major* scientific importance by revealing new cultures, or by shedding light upon periods of occupation *over large areas* of the United States. Such sites should be expected to yield data affecting *theories, concepts, and ideas* to a *major degree*.

The data recovered or expected to be recovered must make a major contribution to the existing corpus of information. Potentially recoverable data must be likely to revolutionize or substantially modify a major theme in history or prehistory, resolve a substantial historical or anthropological debate, or close a serious gap in a major theme of U. S. history or prehistory.

EXCLUSIONS AND EXCEPTIONS TO THE EXCLUSIONS

This section of the National Historic Landmarks Criteria has its counterpart in the National Register's "Criteria Considerations." The most abundant difference between them is the addition of the qualifiers "national," "exceptional," or "extraordinary" before the word significance. Other than this, the following are the most notable distinctions:

EXCLUSION 2

Buildings moved from their original location, qualify only if one of two conditions are met: 1) the building is nationally significant for

architecture, or 2) the persons or events with which they are associated are of *transcendent* national significance and the association is consequential.

Transcendent significance means an order of importance higher than that which would ordinarily qualify a person or event to be nationally significant. A consequential association is a relationship to a building that had an evident impact on events, rather than a connection that was incidental and passing.

EXCLUSION 3

This pertains to the site of a structure no longer standing. There is no counterpart to this exclusion in the National Register Criteria. In order for such a property to qualify for Landmark designation it must meet the second condition cited for Exclusion 2.

EXCLUSION 4

This exclusion relates to Criteria Consideration C of the National Register Criteria. The only difference is that a burial place qualifies for Landmark designation only if, in addition to other factors, the person buried is of *transcendent* national importance.

When evaluating properties at the national level for designation as a National Historic Landmark, please refer to the National Historic Landmarks outline, *History and Prehistory in the National Park System and the National Historic Landmarks Program*, 1987. (For more information about the National Historic Landmarks program, please write to Department of the Interior, National Park Service, National Historic Landmarks, 1849 C Street, NW, NC400, Washington, DC 20240.)

X. GLOSSARY

Associative Qualities - An aspect of a property's history that links it with historic events, activities, or persons.

Code of Federal Regulations - Commonly referred to as "CFR." The part containing the National Register Criteria is usually referred to as 36 CFR 60, and is available from the National Park Service.

CLG - Certified Local Government.

Culture - A group of people linked together by shared values, beliefs, and historical associations, together with the group's social institutions and physical objects necessary to the operation of the institution.

Cultural Resource - See Historic Resource.

Evaluation - Process by which the significance and integrity of a historic property are judged and eligibility for National Register listing is determined.

Historic Context - An organizing structure for interpreting history that groups information about historic properties that share a common theme, common geographical area, and a common time period. The development of historic contexts is a foundation for decisions about the planning, identification, evaluation, registration, and treatment of historic properties, based upon comparative historic significance.

Historic Integrity - The unimpaired ability of a property to convey its historical significance.

Historic Property - See Historic Resource.

Historic Resource - Building, site, district, object, or structure evaluated as historically significant.

Identification - Process through which information is gathered about historic properties.

Listing - The formal entry of a property in the National Register of Historic Places. See also, Registration.

Nomination - Official recommendation for listing a property in the National Register of Historic Places.

Property Type - A grouping of properties defined by common physical and associative attributes.

Registration - Process by which a historic property is documented and nominated or determined eligible for listing in the National Register.

Research Design - A statement of proposed identification, documentation, investigation, or other treatment of a historic property that identifies the project's goals, methods and techniques, expected results, and the relationship of the expected results to other proposed activities or treatments.

XI. LIST OF NATIONAL REGISTER BULLETINS

The Basics

How to Apply National Register Criteria for Evaluation *

Guidelines for Completing National Register of Historic Places Form

Part A: How to Complete the National Register Form *

Part B: How to Complete the National Register Multiple Property Documentation Form *

Researching a Historic Property *

Property Types

Guidelines for Evaluating and Documenting Historic **Aids to Navigation** *

Guidelines for Identifying, Evaluating and Registering **America's Historic Battlefields**

Guidelines for Evaluating and Registering Historical **Archeological Sites**

Guidelines for Evaluating and Documenting Historic **Aviation Properties**

Guidelines for Evaluating and Registering **Cemeteries and Burial Places**

How to Evaluate and Nominate **Designed Historic Landscapes** *

Guidelines for Identifying, Evaluating and Registering Historic **Mining Sites**

How to Apply National Register Criteria to **Post Offices** *

Guidelines for Evaluating and Documenting **Properties Associated with Significant Persons**

Guidelines for Evaluating and Documenting **Properties That Have Achieved Significance Within the Last Fifty Years** *

Guidelines for Evaluating and Documenting **Rural Historic Landscapes** *

Guidelines for Evaluating and Documenting **Traditional Cultural Properties** *

Nominating Historic **Vessels and Shipwrecks** to the National Register of Historic Places

Technical Assistance

Defining Boundaries for National Register Properties*

Guidelines for Local Surveys: A Basis for Preservation Planning *

How to Improve the Quality of Photographs for National Register Nominations

National Register Casebook: Examples of Documentation *

Using the UTM Grid System to Record Historic Sites

To order these publications, write to: National Register of Historic Places, National Park Service, 1849 C St., NC 400, NW, Washington, D.C. 20240, or e-mail at: nr_reference@nps.gov. Publications marked with an asterisk (*) are also available in electronic form at www.cr.nps.gov/nr.



Agenda Report

20-899

Agenda Date: 10/1/2020

REPORT TO HISTORICAL AND LANDMARKS COMMISSION

SUBJECT

Public Hearing: Consideration of the Nomination of Pomeroy Green to the National Register of Historic Places

BACKGROUND

Pomeroy Green is a 6.5-acre multi-family townhome development project located on the northeast corner of Pomeroy Avenue and Benton Street. The site consists of 78 townhouses broken up into 17 buildings, including a separate clubhouse building. The design of the project is mid-century modern and was constructed by well-known merchant-builder Joseph Eichler. Construction was completed in 1963.

The site was nominated to the National Register of Historic Places as a Historic District by Kenneth Kratz, a homeowner in the development. The State Historical Resources Commission (SHRC) is scheduled to review the nomination and take action at their November 6, 2020 meeting. As a Certified Local Government (CLG) the Commission may prepare a report as to whether or not the subject property, in the Commission's opinion, meets the criteria for the National Register. Per the City Code, the HLC is a recommending body to the City Council. Therefore, the HLC shall provide a report and recommendation to the Council for adoption.

DISCUSSION

The National Register is the nation's inventory of historic places which have national importance. The National Register Criteria for Evaluation (attached) identifies the range of resources and kinds of significance that qualify historic and prehistoric properties for listing in the National Register. To qualify, at least one of the following four criteria must be met:

- A. The property is associated with events that have made a significant contribution to the broad patterns of our history; or
- B. The property is associated with the lives of persons significant in our past; or
- C. The property embodies the distinctive characteristics of a type, period, or method of construction, or that represents the work of a master, or that possesses high artistic values, or that represents a significant and distinguishable entity whose components may lack individual distinction; or
- D. The property has yielded, or may be likely to yield, information important in prehistory or history.

The National Register includes buildings, sites, districts, structures, or objects. Pomeroy Green was nominated as a Historic District. Per the National Register Criteria for Evaluation, a district possesses a significant concentration, linkage, or continuity of sites, buildings, structures, or objects united historically or aesthetically by plan or physical development. A district must be a definable

geographic area that can be distinguished from surrounding properties by changes such as density, scale, type, age, style of sites, buildings, structures, and objects, or by documented differences in patterns of historic development or associations.

The application submitted to the State Office of Historic Preservation indicates that Pomeroy Green is eligible for listing as a Historic District on the National Register of Historic Places under Criterion A in the area of Community Planning and Development for its use of cluster development and Criterion C in the areas of Architecture and Landscape Architecture.

Approval of a National Register Historic District would not change the General Plan land use designations of the property or any of the adjacent sites. If the SHRC determines that the property is eligible for listing on the National Register, however, then future development projects on nearby properties will need to consider any potential effects on the historic significance of Pomeroy Green as part of the CEQA review process. The subject site is not currently listed on the City's Historic Resources Inventory (HRI). Should the State approve the site's nomination to the National Register, the City's Historic Preservation Ordinance would not apply to the property unless it was nominated and approved for inclusion on the HRI. Listing on the City's HRI would require a separate application and approval by the City Council.

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.

PUBLIC CONTACT

The notice of public meeting for this item was posted at three locations within 300 feet of the project site and was mailed to property owners within 300 feet of the project site. No public comments have been received at the time of preparation of this report.

ALTERNATIVES

1. Recommend that Council recommend approval of Pomeroy Green to the National Register of Historic Places as a Historic District to the State Historical Resources Commission.
2. Recommend that Council recommend denial of Pomeroy Green to the National Register of Historic Places as a Historic District to the State Historical Resources Commission.

RECOMMENDATION

Staff has no recommendation on the Nomination of Pomeroy Green to the National Register of Historic Places.

Reviewed by Rebecca Bustos, Senior Planner

Approved by Gloria Sciara, Development Review Officer

ATTACHMENTS

1. State Historical Resources Commission Notification Letter
2. National Register of Historic Places Registration Form
3. National Register Criteria for Evaluation



**DEPARTMENT OF PARKS AND RECREATION
OFFICE OF HISTORIC PRESERVATION**

Armando Quintero, Director

Julianne Polanco, State Historic Preservation Officer
1725 23rd Street, Suite 100, Sacramento, CA 95816-7100
Telephone: (916) 445-7000 FAX: (916) 445-7053
calshpo.ohp@parks.ca.gov www.ohp.parks.ca.gov

September 2, 2020

Rebecca Bustos, Senior Planner
City of Santa Clara, Planning
1500 Warburton Avenue
Santa Clara, California 95050

**RE: Historic Preservation Commission Review and Comment on the Nomination of
Pomeroy Green to the National Register of Historic Places**

Dear Ms. Bustos:

Pursuant to the Certified Local Government Agreement between the Office of Historic Preservation (OHP) and your governmental entity, we are providing your historic preservation commission with a sixty (60) day review and comment period before the State Historical Resources Commission (SHRC) takes action on the above-stated National Register of Historic Places (National Register) nomination at its next meeting. Details on the meeting are enclosed.

As a Certified Local Government under the National Historic Preservation Act of 1966, as amended, your commission may prepare a report as to whether or not such property, in its opinion, meets the criteria for the National Register. Your commission's report should be presented to the Chief Elected Local Official for transmission, along with their comments, to California State Parks, Attn: Office of Historic Preservation, Julianne Polanco, State Historic Preservation Officer, 1725 23rd Street, Suite 100, Sacramento, California 95816. So that the SHRC may have adequate time to consider the comments, it is requested, but not required, that OHP receives written comments fifteen (15) days before the SHRC's meeting. If you have questions or require further information, please contact the Registration Unit at (916) 445-7009.

As of January 1, 1993, all National Register properties are automatically included in the California Register of Historical Resources and afforded consideration in accordance with state and local environmental review procedures.

Supplemental information on the National Register is available at our website at the following address:
www.ohp.parks.ca.gov.

Thank you for your assistance in this program.

Sincerely,

Julianne Polanco
State Historic Preservation Officer

United States Department of the Interior
National Park Service

National Register of Historic Places Registration Form

This form is for use in nominating or requesting determinations for individual properties and districts. See instructions in National Register Bulletin, *How to Complete the National Register of Historic Places Registration Form*. If any item does not apply to the property being documented, enter "N/A" for "not applicable." For functions, architectural classification, materials, and areas of significance, enter only categories and subcategories from the instructions.

1. Name of Property

DRAFT

Historic name: Pomeroy Green

Other names/site number: _____

Name of related multiple property listing:

N/A

(Enter "N/A" if property is not part of a multiple property listing)

2. Location

Street & number: 1087-1151 Pomeroy Avenue and 3201-3289 Benton Street

City or town: Santa Clara State: California County: Santa Clara

Not For Publication: ☐ Vicinity: ☐

3. State/Federal Agency Certification

As the designated authority under the National Historic Preservation Act, as amended,

I hereby certify that this nomination ___ request for determination of eligibility meets the documentation standards for registering properties in the National Register of Historic Places and meets the procedural and professional requirements set forth in 36 CFR Part 60.

In my opinion, the property ___ meets ___ does not meet the National Register Criteria. I recommend that this property be considered significant at the following level(s) of significance:

___ national ___ statewide ___ local

Applicable National Register Criteria:

___ A ___ B ___ C ___ D

Signature of certifying official/Title:

Date

State or Federal agency/bureau or Tribal Government

In my opinion, the property meets does not meet the National Register criteria.

Signature of commenting official:

Date

Title :

State or Federal agency/bureau
or Tribal Government

Pomeroy Green
Name of Property

Santa Clara, California
County and State

4. National Park Service Certification

I hereby certify that this property is:

- ☐ entered in the National Register
☐ determined eligible for the National Register
☐ determined not eligible for the National Register
☐ removed from the National Register
☐ other (explain:) _____

Signature of the Keeper

Date of Action

5. Classification

Ownership of Property

(Check as many boxes as apply.)

- Private: ☒
- Public – Local ☐
- Public – State ☐
- Public – Federal ☐

Category of Property

(Check only **one** box.)

- Building(s) ☐
- District ☒
- Site ☐
- Structure ☐
- Object ☐

Pomeroy Green
Name of Property

Santa Clara, California
County and State

Number of Resources within Property

(Do not include previously listed resources in the count)

Contributing	Noncontributing	
<u>17</u>	<u> </u>	buildings
<u>1</u>	<u> </u>	sites
<u> </u>	<u> </u>	structures
<u> </u>	<u> </u>	objects
<u>18</u>	<u>0</u>	Total

Number of contributing resources previously listed in the National Register 0

6. Function or Use

Historic Functions

(Enter categories from instructions.)

DOMESTIC/multiple dwelling

SOCIAL/clubhouse

LANDSCAPE/park

Current Functions

(Enter categories from instructions.)

DOMESTIC/multiple dwelling

SOCIAL/clubhouse

LANDSCAPE/park

Pomeroy Green
Name of Property

Santa Clara, California
County and State

7. Description

Architectural Classification

(Enter categories from instructions.)

MODERN MOVEMENT

Materials: (enter categories from instructions.)

Principal exterior materials of the property: Plywood, Concrete, Stucco, Glass

Narrative Description

(Describe the historic and current physical appearance and condition of the property. Describe contributing and noncontributing resources if applicable. Begin with a **summary paragraph** that briefly describes the general characteristics of the property, such as its location, type, style, method of construction, setting, size, and significant features. Indicate whether the property has historic integrity.)

Summary Paragraph

Pomeroy Green is an Eichler Homes, Mid-century Modern multi-family housing complex located on the northeast corner of Pomeroy Avenue and Benton Street, near the western limits of the city of Santa Clara. The complex is in a primarily residential zoned part of the city consisting of tract homes and schools, and a church. The district includes sixteen multifamily buildings of varied configurations ranging from two to eight two-story townhouses per building and a clubhouse set in extensively landscaped grounds. Buildings are oriented on a north-south or east-west axis, and arranged in a manner to enclose motor courts, parking lots, or social spaces. Buildings are constructed of concrete masonry unit walls and post and beam construction, allowing the fronts and backs of each townhouse to feature large expanses of glass windows and sliding glass doors. Wood siding and panels of stucco are also used on the exterior walls. Townhouses are all the same size, and each successive townhouse in a building is a mirror image of its adjacent neighbor. Only small changes have been made to its design and materials, including replacement of some doors and windows, and addition of some fireplaces and additional parking. The district is in good condition and retains historic integrity.

Pomeroy Green
Name of Property

Santa Clara, California
County and State

Narrative Description

Location and Setting

Pomeroy Green has been an owner-occupied multi-family housing cooperative since inception. Owners are shareholders in the cooperative and have the exclusive use of their townhouse unit. Shareholders manage the complex through an elected Board of Directors—five shareholders who meet monthly to determine maintenance and occupancy policies. Day-to-day management of the complex is performed by a professional property manager overseen by the Board. The original construction was inspected by the Federal Housing Administration as well as city building inspectors. The success of Pomeroy Green helped secure the subsequent development of Pomeroy West, another Eichler Homes project in the Mid-century Modern style located across the street to the west. The two complexes share most of the same architectural features.

Pomeroy Green is surrounded by housing from the same period, the 1960s. Tract homes are to the south across Benton Street, and to the north. A church is to the east. The city expanded westward from its origin, called the Old Quad, near the Santa Clara Mission and the railroad on the east side of the city. In contrast to the surrounding tract homes, Pomeroy Green is an oasis of trees, green lawns, and open space (**Photo 7**). In the summer, Pomeroy Green is noticeably cooler due to the trees and ground cover.

The city's housing expansion replaced the fruit orchards that were once the predominant feature of the Santa Clara Valley. The valley is bordered by the Santa Cruz Mountains to the west and south and the Diablo Mountain range to the east. The Santa Cruz Mountains buffer the Pacific Ocean-based winter storms and contribute to the mild Mediterranean climate in the valley. The mild climate allows a wide variety of exotic plants to thrive and numerous architectural styles to succeed, including the modern architecture of Pomeroy Green.

Pomeroy Green was once part of a much larger property, a vanished fruit orchard owned by the Pomeroy family. Benton Street was realigned farther to the south, in a reverse curve design, to accommodate construction. A ranch style single-family house at 1075 Pomeroy Avenue, outside the district boundary, is surrounded on three sides by Pomeroy Green Buildings 6, 14, and 16. Further research is needed to confirm if the ranch house is the last home of the Pomeroy family.

The surrounding neighborhood is suburban in character, mostly single-story residential buildings, and includes two elementary schools and a high school within walking distance. The historic El Camino Real highway is a half-mile to the north and features commercial businesses and connections to public transportation.

Landscape (one contributing site)

Open space prevails between buildings. The site is relatively flat, and landscape and building architecture provide visual interest. Alternating areas of open and closed spaces are interconnected (**Figure 3**). The frontage along Benton Street and Pomeroy Avenue is composed of varying amounts of open space. Some areas are relatively shallow and front buildings, while

Pomeroy Green
Name of Property

Santa Clara, California
County and State

others feature deep open spaces that provide glimpses into the interior of the complex (**Photo 12**). This irregularity creates visual interest in contrast to the regimented pattern of landscaping and pavements in front of the single-family tract homes nearby, a result of the repeated front and side setbacks and other requirements of the zoning ordinances.

The buildings enclose a central common area with clubhouse and pool. Social and recreational spaces also include a playground and basketball court. A small park (**Photo 18**) and herb garden enhance the consistent architectural character of the complex and provide a space for community activity. Those spaces feature trees, benches, and pavements as found elsewhere in the complex and thus help unify the complex. The park includes a circular planting bed with flowering plants surrounded by a circular exposed aggregate walkway with benches. The herb garden features the same concentric circle design and benches.

Spaces are interconnected by pathways between buildings (**Photo 19**). Rectangular shaped exposed aggregate pads placed in lawn areas echo the rectangular shape of the buildings and reinforce the look of the complex. Outdoor lighting and benches are provided along the pathways. The exterior lighting fixtures are globes on steel poles and provide low-level lighting throughout the complex. The globe fixtures continue on the front fences of the townhouse units. They light the parking areas and the trees in front of each unit, illuminating the tree branches and canopy to provide a dramatic visual effect from both the interior and exterior of the units.

The common grounds are extensively landscaped. Approximately three hundred trees are arranged to enclose the driveways, parking lots, and social spaces, as well as to help define pathways. The trees shade the asphalt parking lots and motor courts, as well as the units, and keep the housing complex cooler in summer. Sod and ivy ground cover also contribute to the cooling effect. This shading is particularly welcome because the townhouses do not include air conditioning.

Many original landscape features are extant. The small landscaped park along the backside of Buildings 6 and 14 features sod ground cover, three large elm trees, and numerous benches. The park is separated from the city street by a six-foot high board-and-batten fence. The original oval shaped pool, surrounded by exposed aggregate concrete paving and a bench, is located beyond the clubhouse deck. The tall trees of the park and the pool's shape contrast with the rectangular shape of the surrounding buildings.

Evergreen pear trees (*Pyrus kawakami*) line the long driveways along Buildings 1, 2 and 3 from Pomeroy Avenue and Buildings 7, 8, 9 and 11 from Benton Street, referred to by residents as the long Pomeroy and Benton courts. Further research is necessary to determine if those trees are original. The trees specified on the plans are privet trees (*Ligustrum japonicum*) and Victorian box (*Pittosperum undulatum*), though they would be about the same height as the pear trees, matching the original design intent.

These trees transform the driveway areas into outdoor spaces with well-defined edges. Since a single species of tree is planted on both sides of the driveways at regular intervals, a clean,

Pomeroy Green
Name of Property

Santa Clara, California
County and State

straight line is created. The crowns reach across the width of the driveway, almost touching, thereby enclosing and defining space. The trees define the space and are also efficient in shading pedestrians and driveways from the intense California sun.

Several other spaces at Pomeroy Green are defined by the tree selections. Camphor trees (*Cinnamomum camphora*) are an efficient, functional solution to landscaping a parking lot. Providing shade, they are low maintenance, requiring infrequent and little pruning and leaf litter removal. The trees are of a uniform height with the trees in front of the buildings, thereby extending the tree canopy across the entire lot, helping to define and enclose the space while shading the lot in summer and diverting wind up and over the complex in winter.

The long walkway that runs east-west through the complex, starting at Building 6 and ending at Building 11, is defined by elm trees (*Ulmus parvifolia*) that line the walk on one side. The regular spacing of those trees helps define the edge of the walkway space, enhancing the clean lines of the space. Those elms, along with the pepper trees (*Schinus terebinthifolius*), birch trees (*Betula alba*), and Chinese pistache trees (*Pistacia chinensis*), on the south, west, north, and east sides respectively, surround the clubhouse and pool area. Those trees help to define the space, provide shade over the walkways in summer and help direct the winter winds up and over the complex.

The use of sod for ground cover along the frontage, in the small park, along walkways between buildings, and around the small basketball court, is a practical solution for plantings that must tolerate moderate pedestrian traffic and recreational activity. The Santa Clara Valley Water District, the government agency that delivers water to customers in the valley, has encouraged homeowners to replace sod with drought tolerant plants. Alternatives to sod have been explored by Pomeroy Green residents. The balance of the ground cover is primarily ivy (*Hedra canariensis*), used in locations where little foot traffic is expected, such as borders along walkways and in the medians of the parking courts.

Buildings (seventeen contributing buildings)

General Attributes

Exteriors

Buildings are oriented on an east-west or north-south axis to take advantage of sunlight. The orientation of many of the buildings at ninety degrees to one another and the generous building separations provide privacy as well as allowing unobstructed views in most cases. Each building group is arranged around a driveway or parking lot to facilitate access to automobiles (**Photos 1, 13**). Grouping the buildings around parking lots and driveways blocks vehicular noise from the townhouse backyards. Each townhouse also has an integral carport for one passenger vehicle. The entry door for the townhouse is inside the carport, providing shelter (**Photo 15**). Superior to the secondary entry door found in the garage of a typical single-family detached home, the carport entry door is illuminated by daylight and there is not the added expense of a secondary entrance door.

Pomeroy Green
Name of Property

Santa Clara, California
County and State

The Mid-century Modern architectural style features repeated building elements, modular design and construction, and rectangular shapes. The townhouse units are all the same size and design. Mirrored floor plans contribute to the modular look of the architecture. Townhouses are assembled into rectangular buildings of two, three, four, five, six, and eight townhouses. The architect refers to these buildings as blocks.

Other modular and rectangular elements in the design and construction include flat roofs that further enhance the rectangular look. Entry doors are flush and painted in bright colors to provide a rectangular focal point that emphasizes the modular design. Door height has been standardized at seven feet, matching the height of the underside of the carport roof, so that it visually enhances the sense of the carport space. The carport roofs extend into and away from the townhouse, further emphasizing the carport space. The roof underside features a flat, white-colored surface lit at night. This surface creates a visually distinctive rectangular horizontal plane that directs the eye towards the front door. This planar surface extends beyond the façade of the building intermittently, for every two units, and provides relief to the otherwise long, rectangular building.

The townhouse roofs cantilever four feet beyond the rear wall of the building, forming an overhang that protects the sliding glass windows and doors. They also provide a decorative element since the boards are chamfered along their length, creating a shadow that directs the eye out, from the rooms through the windows, towards the sky. The townhouses and the clubhouse include rectangular walls constructed of concrete masonry units (CMU) laid in a stack bond that echoes the rectangular wall, contributing to the modular design. The CMU walls and wood posts support structural beams that allow the buildings to feature large expanses of glass windows and sliding glass doors.

Windowless walls, made of CMU, on the ends of the buildings provide visual and acoustic privacy between buildings (**Photo 24**) and provide a backdrop for shadows cast by the trees (**Photo 25**). To further enhance privacy, the concrete block walls that separate one townhouse from another extend past the front and rear walls of the homes, obstructing views into neighbors' yards. Light is reflected from those block walls into the interiors of the units (**Photo 26**).

While the rear walls of the townhouses extend from the ground to the roof, creating an imposing impression, the front façade is irregular. In the front of each townhouse, the second floor extends over the front patio, slightly creating a soffit finished in textured stucco. The second floor spans and partially covers the carport, creating a recessed volumetric space in the building's façade (**Photo 27**). The flat carport ceiling, when lit at night, creates a dramatic effect enhanced by the shadow pattern of the two-by-four wood framing near the entry.

Large fixed pane windows and sliding glass doors on the first floor, front and rear façades, visually connect the indoors with the outdoors, and allow a lot of natural light into the buildings. To further maximize sunlight, buildings are oriented on either a north-south or east-west axis, ignoring the alignment with the surrounding city streets. Flat roofs also allow more sunlight on the landscape and adjacent buildings because flat roofs block less sunlight than sloped roofs.

Pomeroy Green
Name of Property

Santa Clara, California
County and State

On the second floor of each townhouse, the front façade features four identical narrow double-hung windows that extend from the floor to the beam near the ceiling. The windows are divided into three parts: a double-hung top and middle over a lower fixed portion. The repeated windows and the block walls emphasize the modular look of the architecture.

Front windows are located on each side of the front bedrooms, next to the interior concrete block walls. This window placement helps to brighten the adjacent interior walls and floors and leaves the center of the wall free for furniture. The symmetrical location of the windows on each unit gives a rhythm to the façade of the entire building and helps to differentiate each unit. Narrow windowsills make the second-floor rooms appear bigger because there is no shadow cast by the sill onto the interior wall.

The second-floor bedrooms at the back of the townhouse are each lit by a sliding glass window, as well as a fixed pane window next to the cement block wall. The fixed pane location allows daylight to fall on the wall surface, improving the overall lighting in the room. Five skylights further illuminate the second-floor rooms. Skylights are above the two full bathrooms, master bedroom, laundry area, and stairwell and second floor hallway.

Interiors

The ground floor features an open-floor plan. The half bathroom in the center effectively separates the various living spaces. Upon entering the unit from the carport, a short hallway leads directly to the stairwell, the living room, and the half bathroom. Opposite the half bathroom is a multipurpose area and kitchen accessed from the hallway or the dining space. The living room and dining area overlook the backyard, and the multipurpose room overlooks the front yard.

A staircase to the second-floor lands at a short hallway that provides access to four bedrooms and two bathrooms. Two bedrooms are located at the front, and two at the back. The master bedroom includes a bathroom and small walk-in closet. All bedrooms include built-in closet space. The second floor also features a laundry area near the bedrooms. A boiler room, including a gas-fired water heater, pumping equipment for the radiant floor heating system, and a potable hot water heater, is also on the second floor. These centralized utilities are an improvement over their garage location as is normally found in other types of housing from the period.

Interior walls and doors are finished with mahogany plywood, stained to darken the color, or gypsum board. The gypsum board is used in areas of high fire risk, such as the boiler room, bedrooms, and in the stairwell. Other finishes include kitchen cabinets with sliding Masonite panels for doors, and cabinet drawers comprised of wood faces affixed to plastic trays that have rounded corners for ease of cleaning. Unusual installations include a stovetop cabinet height lower than industry standards (32 inches versus 36 inches) to allow greater observation and ease of cooking, stovetop controls located toward the front of the appliance for ease of access, a cabinet-mounted wall oven installed at waist height for ease of use, and laundry facilities convenient to bedrooms.

Pomeroy Green
Name of Property

Santa Clara, California
County and State

Yards

Each townhouse features two fenced yards, a small front yard and a larger backyard (**Photo 28**). The yards are accessed through floor to ceiling sliding glass doors that, along with adjacent floor to ceiling fixed-pane glass windows, allow a visual connection between the indoors and outdoors (**Photo 29**). This indoor-outdoor connection visually expands the interior space and is a signature feature of Eichler's Mid-century Modern architecture.

Residents have planted extensively in their front and back yards. Many residents have planted fruit trees; citrus trees in particular thrive here. Flowering plants are found frequently in the front yards. Bougainvillea is a favorite plant in those locations as well as other climbing vines that cover some of the fencing and soften the rectangular architecture.

The front and back yards feature six-foot high fences that separate neighboring townhouses and adjacent properties. Fencing provides privacy for the yards and prevents views into ground floor interiors. The front yard fence includes tongue-and-groove boards placed vertically, facing the public side of the fence. These boards provide a more finished appearance than the board-and-batten fence used in the backyard and help to define and accentuate the rectangular space.

Front yards may include a decorative feature on the inside face of the fence and gate in a section of fence that separates the yard from the carport. This feature consists of vertical wood strips, 1/2" thick by 1-1/2' wide, and spaced 3/4" apart, applied to the fence framing as well as the swinging door that provides access to the carport. This decorative fence treatment disguises the swinging door and makes it look like part of the fence, thereby giving the whole door and fence assembly a planar look emphasizing the space rather than the fence.

Construction Materials

Portland cement concrete floor slabs and block walls, wood framing, plywood, and stucco are used in a manner that expresses their decorative, protective, and structural properties. Aluminum frames of the windows and sliding glass doors have a brushed finish to provide a non-glare surface.

Construction consists of a slab on grade with a steel reinforced spread footing in the concrete block walls. The block walls further serve to separate one unit from another, provide a fire and acoustic barrier between units, and support structural beams that provide support for each townhouse second floor and the clubhouse roof. Exterior wood-framed walls and some interior walls are inserted into the wall/beam structural system and are non-load bearing.

The underside of the carports features a textured gypsum to create the flat, homogeneous surface characteristic of modern architecture. The roof over the townhouse consists of a waterproof membrane supported by 2" by 8" tongue and groove boards that allow for expansion and contraction. The boards are exposed inside the unit, and the joints between the boards creates an interesting pattern.

Pomeroy Green
Name of Property

Santa Clara, California
County and State

The exterior walls, both front and back, feature vertically grooved plywood that contrasts with the long horizontal profile of the buildings. Two stucco panels on the rear wall extend from the head of the glass doors and windows on the first floor to the sill of the sliding glass and fixed pane windows on the second floor. These panels' rectangular shape complements the rectangular windows.

The clubhouse features the same type of modern construction and style as the townhouses. Floor to ceiling fixed windows and sliding glass doors are inserted into the post and beam construction along one side of the room, overlooking the pool and deck (**Photo 16**). The beams and roof extend past the glass wall toward the pool and deck, protecting the interior from the summer sun as well as visually directing attention toward the outdoors. The windows blur the distinction between the interior and exterior spaces, visually extending the sense of space.

Individual Building Descriptions

Unless otherwise noted, windows and doors are original. Condition and alterations are as of December 2018. Overall condition is good. Minor alterations to exterior doors and windows do not compromise integrity. Many residents have remodeled their kitchens to include new cabinets (replacing the sliding Masonite doors with swing type doors), appliances, and fixtures, and most residents have painted the wood paneling a lighter color. Known changes are noted in the individual unit descriptions. Kitchen improvements and window replacements are in the same locations as original features and are reversible, with minimal impact on integrity.

Building 1 1113-1123 Pomeroy Avenue six townhouses
The windows and sliding glass doors of 1117, 1119, and 1123 Pomeroy front and rear façades, have been replaced with vinyl framed equivalents. The interior of 1123 Pomeroy is original (only first floor viewed).

Building 2 1137-1151 Pomeroy Avenue eight townhouses
The windows and sliding glass doors of 1139 Pomeroy front and rear façade, have been replaced with vinyl framed equivalents. Townhouse at 1151 Pomeroy has vinyl framed windows on the second floor, and original windows and sliding glass doors on the ground floor. Entry doors on 1139 and 1151 Pomeroy have applied decoration. The interior of 1151 Pomeroy is original (only first floor viewed).

Building 3 1125-1135 Pomeroy Avenue six townhouses
All the windows on 1125, 1129, and 1131 Pomeroy, except possibly rear façade bottom windows that can't be seen, have been replaced with vinyl framed equivalents. The first floor of the interior of 1125 Pomeroy is original; the wall between the two front bedrooms of the second floor has been removed. The interior of 1131 Pomeroy is original (first and second floors viewed).

Building 4 (Photo 2) 1105-1111 Pomeroy Avenue four townhouses
Entry door to 1107 Pomeroy has applied decoration.

Pomeroy Green
Name of Property

Santa Clara, California
County and State

Building 5 1097-1103 Pomeroy Avenue four townhouses
Townhouse at 1097 Pomeroy has security bars over the second-floor windows.

Building 6 1087-1095 Pomeroy Avenue five townhouses
The windows and sliding glass doors on 1093 Pomeroy have been replaced with vinyl framed equivalents. Townhouses at 1091, 1093, and 1095 Pomeroy have raised panel entry doors and the doors of 1093 and 1095 Pomeroy include fanlights. The interior of 1095 Pomeroy is original (only first floor viewed).

Building 7 3209-3215 Benton Street four townhouses
Second floor windows on 3209 Benton have been replaced with vinyl framed equivalents. The ground floor windows and sliding glass doors are original. Most of the windows on 3211 Benton, have been replaced with vinyl framed equivalents; the fixed pane window next to the rear sliding glass door is original. Townhouse at 3209 Benton has a raised panel door that features a fan light. The interior of 3215 Pomeroy is original (only first floor viewed).

Building 8 3201-3207 Benton Street four townhouses
The windows and sliding glass doors of 3207 Benton have been replaced with vinyl framed equivalents. Townhouse at 3203 Benton has original windows on the second floor of the front façade and the rest of the windows and sliding glass doors have vinyl framed equivalents. Townhouses at 3203 and 3207 Benton have raised panel doors with fanlights. The first floor interior of 3223 Benton is original.

Building 9 3217-3219 Benton Street two townhouses
The windows on the second floor of 3217 Benton have been replaced with vinyl framed equivalents; ground floor windows and sliding glass doors are original. All windows and sliding glass doors of 3219 Benton have been replaced with vinyl framed equivalents.

Building 10 3221-3227 Benton Street four townhouses
The windows and sliding glass doors on 3223 Benton (**Photo 5**, rear façade) have been replaced with vinyl framed equivalents. Entries at 3221, 3223, and 3225 Benton have raised panel doors. The flush door of 3227 Benton has a small amount of applied ornament. The interior of 3223 Benton is original (only first floor viewed).

Building 11 3229-3235 Benton Street four townhouses
The windows and sliding glass doors of 3229 Benton have been replaced with vinyl framed equivalents. Entries at 3229 and 3233 Benton have raised panel doors and fanlights. The interior of 3229 Benton is original (only first floor viewed).

Building 12 3245-3249 Benton Street three townhouses
The windows and sliding glass doors on the front façade of 3245 Benton have been replaced with vinyl framed equivalents. The windows and sliding glass doors on 3247 Benton have been replaced with vinyl framed equivalents. The front façade sliding glass door opening was infilled with framing and stucco to accommodate a smaller replacement sliding glass door. The windows

Pomeroy Green
Name of Property

Santa Clara, California
County and State

and sliding glass doors of 3249 Benton have been replaced with vinyl framed equivalents except for the ground floor front façade where original windows and sliding glass doors are extant. Entries to 3247 and 3249 Benton have raised panel doors with fanlights. The interior of 3245 Benton is original (only first floor viewed).

Building 13 3251-3265 Benton Street eight townhouses
Townhouse at 3257 Benton has replacement aluminum framed windows that appear identical to original windows. The windows and sliding glass doors on 3259 Benton have been replaced with vinyl framed equivalents. Entry doors on 3251, 3259, and 3265 Benton have raised panels. The door at 3259 Benton includes a vinyl frame around the door. The interior of 3257 Benton is original (only first floor viewed).

Building 14 (Photo 8) 3267-3281 Benton Street eight townhouses
The windows and sliding glass doors on 3267 Benton have been replaced with vinyl framed equivalents. The rear façade sliding glass door opening was infilled with framing and stucco to accommodate a smaller replacement sliding glass door. Windows and doors on 3271, 3273, 3279 and 3281 Benton have been replaced with vinyl framed equivalents. On 3277 Benton, only the rear windows and sliding glass doors have been replaced with vinyl framed equivalents. On the second-floor rear façade of 3275 Benton, black anodized window frames have been installed, and on the ground floor rear façade, a 4-foot greenhouse extension has been installed over the sliding glass door opening. Townhouses at 3267, 3273, 3277, 3279, and 3281 Benton have raised panel doors. The interior of 3271 Benton is original (only first floor viewed).

Building 15 (Photo 9) 3237-3243 Benton Street four townhouses
The windows and sliding glass doors of 3237, 3239, and 3241 Benton have been replaced with vinyl framed equivalents. The ground floor windows and sliding glass doors on the rear façade of 3241 Benton cannot be seen. Entry door at 3243 Benton has raised panels and a fanlight, at 3237 Benton has a clear coat finish, and at 3239 Benton has applied decoration.

Building 16 (Photo 10) 3283-3289 Benton Street four townhouses
The windows and sliding glass doors of 3287 and 3289 Benton have been replaced with vinyl framed equivalents. The interiors of 3283 and 3285 Benton are original. The interior of 3289 Benton is mostly original; kitchen cabinets and appliances have been replaced (only first floor viewed).

Clubhouse

The clubhouse features a large gathering place and restrooms next to the clubhouse, separated by a short corridor. Block walls support exposed beams that extend past the glass wall on the south side of the building. The beams and the cantilevered roof they support attract attention and direct it towards the floor to ceiling glass wall and view outside. The original glass wall is made up of three sliding glass doors and fixed pane windows that overlook and provide access to the deck and swimming pool.

Pomeroy Green
Name of Property

Santa Clara, California
County and State

Alterations and Integrity

Pomeroy Green has the same *location* since construction was completed in 1963; no buildings have been added, removed, or moved. The *setting* of the surrounding neighborhood is still residential in character. Pomeroy Green retains all of its original *design* elements of site planning, landscape architecture, and building architecture. Most common areas and circulation networks are maintained as intended by the original design. Minor changes in the outdoor recreation areas include the conversion of two sand boxes to planters and a third to a small basketball court. Some of the exposed aggregate concrete pathways have been replaced with brick in the same footprint as the walkways they replaced (**Photo 30**). Some of the globe lighting fixtures have been replaced with globes approximately the same size as the original. A few additional fixtures of a different style have been installed, which could be replaced with globe fixtures to match the original design. Additional lighting along the pool area pathway is compatible.

Additional landscaping is compatible with the overall design and not noticeable as an addition. Though some plantings have changed from varieties originally specified by the landscape architects, the complex is still lushly landscaped as intended. Evergreen pear trees (*Pyrus kawakamii*) have replaced some mock orange trees (*Pittosporum undulatum*). Maidenhair trees (*Ginkgo biloba*) have replaced some Japanese privet (*Ligustrum japonicum*). Some shrubs have been allowed to grow into small trees.

The townhouses and clubhouse, with few exceptions, retain their original architectural design and building elements. Exceptions are reversible. Fireplaces have been installed at the rear of some of the units, serving the living room and bedrooms above. They are sheathed in the same exterior plywood as the rest of the adjacent wall in order to encase the flue (**Photo 31**). Further research is needed to determine if fireplace installations were part of the original plans since the chases are standardized throughout the complex and integral to the architecture.

Most replacement windows were installed in the original openings. The vinyl replacements are usually white in color, creating a focal point that optically advances in space. This is especially true of the frames that are much wider than the original brushed aluminum frames (**Photo 32**). The original doors and windows visually blend into the façade, occupying the same plane as the surrounding walls. Narrow-framed vinyl windows can be painted to match the aluminum color of the original windows and the wider framed windows can be replaced with new windows to match the original windows more closely. Smaller window and door replacements that required stucco or vinyl infill can be replaced in the future with taller windows and doors more sympathetic to the original design; the original structure around the windows and doors has not been disturbed.

The operation of some of the new windows is different from the original. Some residents have replaced the rear second floor sliding glass windows with double-hung windows, in some instances to install exterior mounted air conditioning units. Other residents have installed continuous windows that required the removal of the wood post that functions in the original

Pomeroy Green
Name of Property

Santa Clara, California
County and State

design as a divider between the sliding glass doors and windows and the adjacent fixed pane windows. Some vinyl framed windows and sliding glass doors have tinted glass rather than clear.

Many of the original front entry flush type doors have been replaced by doors with decorative features and incompatible materials. Shorter, paneled, vinyl, and ornamented doors with fanlights are installations that reflect a desire on the part of some residents to display some traditional ornamentation, a characteristic not normally found in modern architecture. Some door replacements have included adjacent side light/window replacement (**Photo 33**). Originally made of frosted glass, some windows have been changed to hammered glass or safety glass.

Minor changes to exterior lighting fixtures include similar looking globes with LED technology on front fences. Fixtures in backyards and carports are more likely to appear visually different.

The finish on the plywood siding on the buildings has been changed from a dark brown stain to light gray paint. The color is similar to colors found in other Eichler projects. There has been an effort to reintroduce the limited palette of colors Eichler chose to paint entry doors; those colors are brighter than colors used on the building envelope and help to accent and emphasize the location of the entry door, similar to entry doors in other Eichler projects.

The principal building *materials* have not changed. The townhouse units are separated from one another by original concrete block walls. Wood beams span between the concrete block walls creating a framework infilled with wood framed walls. The wood framed exterior walls at the front and back of the units feature vertical grooved plywood siding. Original plywood siding has been replaced with T-111 plywood siding that has fewer grooves per foot.

The wood bench around the pool has been replaced. The corners of the replacement bench were constructed with a miter; the original bench had rounded corners, giving the bench a curvilinear appearance. The decking around the pool has been changed from the original redwood boards to composite material, constructed in the same footprint. Several utility enclosures have been replaced with taller enclosures sheathed in a different material than the originals.

Most of the electrical and gas meter enclosures, made to the same height as the front and rear fences, are made of the same materials and design as the adjoining fences, contributing to the rectangular design of the building (**Photo 34**).

One of the few opportunities to display *workmanship* in this type of concrete block and beam construction is the front elevation, especially the entryway in the carport. The storage doors and the door to the front patio in the carport are finished with the original Eichler siding and the original tongue-and-groove fencing, respectively, in order that these doors match the appearance of the surrounding walls and fence. This detail required careful planning of the construction in order to match the grooved pattern of the adjacent surfaces.

The architecture of Pomeroy Green conveys the *feeling* of the early 1960s, a time when people were exuberant about all things modern, including electronics, television, outer space,

Pomeroy Green

Name of Property

Santa Clara, California

County and State

automobile culture, and leisure and recreational activities. The modern design of the complex, with buildings featuring crisp rectangular shaped forms that contrast with the organic shapes of the trees, is visually striking. The complex still exudes a sense of modernism due to its regularity of repeated forms and repeated building components, its lack of architectural ornamentation, and the straightforward use of materials.

Pomeroy Green retains its *association* with the Eichler name, modern architecture, and cluster housing development. The complex was featured in *CA Modern*, the Eichler Network magazine on mid-century modern architecture distributed to California Eichler owners. Many Pomeroy Green shareholders were interviewed for the article.¹

¹ David Weinstein, "Pioneering 'Easy Living' at the Pomeroy's, Eichler's Pomeroy West and Green Developments," *Eichler Network*, Spring 2005, 1, 6-8.

Pomeroy Green
Name of Property

Santa Clara, California
County and State

8. Statement of Significance

Applicable National Register Criteria

(Mark "x" in one or more boxes for the criteria qualifying the property for National Register listing.)

- ☒ A. Property is associated with events that have made a significant contribution to the broad patterns of our history.
- ☐ B. Property is associated with the lives of persons significant in our past.
- ☒ C. Property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- ☐ D. Property has yielded, or is likely to yield, information important in prehistory or history.

Criteria Considerations

(Mark "x" in all the boxes that apply.)

- ☐ A. Owned by a religious institution or used for religious purposes
- ☐ B. Removed from its original location
- ☐ C. A birthplace or grave
- ☐ D. A cemetery
- ☐ E. A reconstructed building, object, or structure
- ☐ F. A commemorative property
- ☐ G. Less than 50 years old or achieving significance within the past 50 years

Pomeroy Green
Name of Property

Santa Clara, California
County and State

Areas of Significance

(Enter categories from instructions.)

COMMUNITY PLANNING AND DEVELOPMENT

ARCHITECTURE

LANDSCAPE ARCHITECTURE

Period of Significance

1963

Significant Dates

N/A

Significant Person

(Complete only if Criterion B is marked above.)

N/A

Cultural Affiliation

N/A

Architect/Builder

Eichler, Joseph Leopold

Oakland, Claude

Sasaki, Walker & Associates

Pomeroy Green
Name of Property

Santa Clara, California
County and State

Statement of Significance Summary Paragraph (Provide a summary paragraph that includes level of significance, applicable criteria, justification for the period of significance, and any applicable criteria considerations.)

Pomeroy Green is eligible for listing on the National Register of Historic Places at the local level of significance under Criterion A in the area of Community Planning and Development for its pioneering use of cluster development. The district is also eligible for listing at the local level of significance under Criterion C in the areas of Architecture and Landscape Architecture. Pomeroy Green embodies the distinctive characteristics of Modern building design, materials, and methods, and is an exceptional residential example by regionally prominent post World War II merchant-builder Joseph Eichler, architect Claude Oakland, and landscape architects Sasaki, Walker and Associates. The period of significance is 1963, the year construction was completed.

Narrative Statement of Significance (Provide at least one paragraph for each area of significance.)

Criterion A: Community Planning and Development

Pomeroy Green is significant in Community Planning and Development as an early example of cluster development, a type of suburban housing land use and site planning begun in the 1960s. Cluster development challenged the prevailing pattern of single-family tract homes on individual lots that dominated the United States middle-class suburban housing market. Cluster development features common grounds, landscaping, and cooperative management by the residents. The goal is to provide housing while meeting the growing concern in the U.S. to conserve open space and farmland. Cluster housing was influenced by the Regional Planning Association of America (RPAA) design principles of the American Garden City Movement and, the Federal Housing Administration (FHA) design guidelines.²

According to Matthew Gordon Lasner in his book *High Life Condo Living in the Suburban Century*, the Santa Clara County Planning Commission published a briefing directed towards developers encouraging them to cluster homes around common open space. The briefing included Pomeroy Green as an example.³ Pomeroy Green is also featured in *Cluster Development* by journalist William Wythe.⁴ Published in 1964, the book examines completed cluster developments across the country. The July 14, 1964 issue of *Look* magazine, a popular photo journal distributed nationwide, featured "Solution for Suburbia" about Pomeroy Green with photo captions citing the advantages of cluster housing (**Figure 7**)⁵.

² From the turn of the twentieth century, the movement proposed self-contained cities surrounded by greenbelts, in an attempt to balance residential, industrial, and agricultural land use. See Ebenezer Howard's *Garden Cities of Tomorrow* (Cambridge, MA: MIT Press, 1965).

³ Matthew Gordon Lasner, *High Life Condo Living in the Suburban Century* (New Haven and London, UK: Yale University Press, 2012), 201.

⁴ William Whyte, *Cluster Development* (New York: American Conservation Association, 1964), 57, 88, 100, 101.

⁵ John Peter and Fred Lyon, "Solution for Suburbia," *Look* 28, no.14 (July 14, 1964).

Pomeroy Green

Name of Property

Santa Clara, California

County and State

David Gebhard, architectural historian and author of *The Guide to Architecture in San Francisco and Northern California*, stated:

These two tracts [Pomeroy West and Pomeroy Green] were among the pioneering townhouse developments that triggered the “wave” of planned unit, high density, attached housing that had by the 1970s all but captured the mass housing market in California. Starting in the 1950s, architects advocated such solutions in place of the sprawl of single family detached housing.⁶

Those housing and land conservation concerns are echoed and form the basis for the RPAA design principles and land-use guidelines, as well as the design and neighborhood planning goals of the FHA’s approved garden apartment communities. At the local level, Pomeroy Green reflected those national trends in suburban development.

Suburban development in the Santa Clara Valley is easily traced. From the 1800s to the 1940s, the Santa Clara Valley was primarily agricultural, from wheat fields to fruit orchards. Beginning in the late 1940s, rapid suburban development began to surround the downtowns of the small cities that dotted the valley, encroaching into the orchards.

Suburban development in the City of Santa Clara, originating on the outskirts of the original downtown located on the eastern border with San Jose, made its way westward on former farmland towards the city limits with the City of Sunnyvale. As Santa Clara developed, the housing tracts became larger, housing lots in those tracts became larger, homes on those lots became larger, and city streets in those tracts became wider. The housing developments hastened the demise of the orchards.

In response to concerns over disappearing farmland in Santa Clara County, cluster housing development was proposed by county officials as an alternative to conventional subdivisions of single-family tract homes on individual lots. The county published a brochure describing the advantages of cluster subdivision development compared to conventional subdivision development. The pamphlet was distributed nationwide and used by planners and builders across the country, as well as in the Santa Clara Valley.⁷

Eichler, recognizing those concerns, decided a change was needed from his normal practice of constructing tracts of single-family homes.⁸ Eichler needed flat land to build his single-family homes that he had been most successful in building for homebuyers elsewhere in California. The San Francisco Bay Area is ringed by mountain ranges, and the little flat land available for development was becoming scarce by the 1960s. In reference to the increasing price of his

⁶ David Gebhard, Eric Sanweiss, and Robert Winter, *Architecture in San Francisco and Northern California* (Salt Lake City: Peregrine Smith Books, 2nd ed., 1985), 186.

⁷ Whyte, *Cluster Development*, 16-17. Whyte mentions *The Common Green* brochure was “fomented” by the county planners in 1961 and credits the brochure's creation to Karl Belser and his associates on the Santa Clara County Planning Commission.

⁸ Lasner, 201-202.

Pomeroy Green
Name of Property

Santa Clara, California
County and State

single-family detached homes, Eichler remarked, "The situation obviously calls for a more intensive use of land, and we are more and more turning our attention in that direction."⁹

One solution to the scarcity of land was the Pomeroy Green project. Pomeroy Green is a higher density development located in a less dense ring of single-family tract homes. Measured by gross density,¹⁰ twelve townhouse units per acre at Pomeroy Green compare to six or fewer single-family detached homes per acre usually found in City of Santa Clara typical housing tracts. The preponderance of multi-family housing projects, built after Pomeroy Green as the City expanded westward towards Sunnyvale, confirms that builders in the area were indeed having to adjust to the scarcity of flat land and to rising land prices.

Pomeroy Green met FHA requirements for neighborhood amenities and building design as well as governance. The complex is in a neighborhood that includes two elementary schools, a high school, a city park, two churches, and another Eichler multi-family complex. Pomeroy Green realized many of the recommended FHA design guidelines, such as the inclusion of a private entrance for each unit, recreation areas for socializing, and common grounds. The social spaces at Pomeroy Green include a clubhouse, swimming pool, and benches around the complex for informal gatherings of residents. Pomeroy Green shareholders are provided a Sales Binder that includes organization and policy documents to help them manage the complex. Such attributes contribute to neighborhood stability and minimize the risk of investing by lenders, all goals of the FHA.

The integration of the buildings and the landscape result from Pomeroy Green being treated as a single parcel following RPAA and FHA design guidelines. Building architecture and landscape architecture are integrated in order to create a coherent spatial organization that provides community, privacy, fresh air circulation, and control and use of daylight. Hundreds of trees were planted in strategic locations to make the best use of their shade. The protection is particularly welcome because the townhouses were designed without mechanical air-conditioning. During the winter months, when the deciduous trees have lost most of their leaves, the bare trees in combination with a low roof height and flat roofs allows more daylight.¹¹

Criterion C: Architecture

Pomeroy Green embodies the distinctive characteristics of Modern building design, materials, and methods. The district retains its massing, spatial relationships, pattern of windows and doors, texture of materials, and ornamentation of the type associated with Modern architecture.

⁹ Dave Weinstein, "Joe Reveals 'The Eichler Success Formula,'" <https://www.eichlernetwork.com/blog/dave-weinstein/joe-reveals-%E2%80%98eichler-success-formula%E2%80%99>, accessed December 11, 2018.

¹⁰ Gross density is number of housing units per acre of land; land acreage includes transport infrastructure such as private driveways and public streets as well as private or public parking spaces.

¹¹ Walter Gropius, *The New Architecture and the Bauhaus* (Cambridge, MA: MIT Press, 1965), 104-105. Includes a detailed explanation and diagrams illustrating the relationship between building separation and the number of building floors in regard to sunlight penetration into the buildings and site.

Pomeroy Green
Name of Property

Santa Clara, California
County and State

The district reflects the history of Modern architecture in California and the tenets of design established by one of the notable pioneers of modern architecture in California, Rudolph Schindler. Most of the features Schindler prescribed for modern architecture are found in his reply to the 1952 request made by the director of the Department of Architecture and Design at the New York Museum of Modern Art to include Schindler's work in an exhibit at the museum:

In my own house (1921) I introduced features which seemed to be necessary for life in California: an open plan, flat on the ground; living patios; glass walls; translucent walls; wide sliding doors; clerestory windows; shed roofs with wide shading overhangs. These features have now been accepted generally and form the basis of the contemporary California house.¹²

Most of those characteristics appear in the design by Eichler's chief architect Claude Oakland for Pomeroy Green and Schindler's design for El Pueblo Ribera Court (1923), a complex of twelve duplexes in La Jolla, California similar to Pomeroy Green. Both complexes feature units with open floor plans, floor slabs on grade, and expanses of windows (glass walls) that look onto private patios. Both feature translucent windows/walls and wide shading overhangs. Both complexes also feature windowless walls that provide privacy between units and form a backdrop for the landscaping. The careful placement of the windowless walls and the large windows at both complexes provide an indoor-outdoor connection while maintaining privacy between the units.¹³

Pomeroy Green's architectural design can also be considered an offshoot of the International Style, defined by architectural historian Henry-Russell Hitchcock and architect Philip Johnson. In the preface to *The International Style*, Alfred Barr, Jr. summarizes the three characteristics elaborated in the book:

The distinguishing aesthetic principles of the International Style as laid down by the authors are three: emphasis on volume—space enclosed by thin planes or surfaces as opposed to the suggestion of mass or solidity; regularity as opposed to symmetry or other obvious balance; and, lastly, dependence upon the intrinsic elegance of materials, technical perfection and fine proportions, as opposed to applied ornament.¹⁴

These aesthetic characteristics are found in the design of Pomeroy Green. Volume is emphasized by the thin planes of the concrete block party walls infilled with plywood-sheathed wall. Regularity is established by the spacing of the windows and by the projecting roofs of the carports providing rhythm rather than symmetry along the façade. Elegance, without applied ornamentation, is found in the fine detailing of the exterior surfaces, such as the fine grooves in

¹² Susan Morgan, "Not Another International Style Ballyhoo, A Short History of the Schindler House," http://schindlerlab.org/history/#_edn2, accessed December 11, 2018.

¹³ The Architecture Week, Great Buildings Collection, "El Pueblo Ribera Court," http://www.greatbuildings.com/buildings/El_Pueblo_Ribera_Ct.html, accessed December, 31, 2018.

¹⁴ Henry-Russell Hitchcock and Philip Johnson, *The International Style* (New York: W. W. Norton & Company, 1932), 29.

Pomeroy Green
Name of Property

Santa Clara, California
County and State

the exterior plywood, the fine framed windows of brushed aluminum, and the fine textured stucco panels.

Ornament is treated differently in modern architecture. J. M. Richards provides an explanation in *An Introduction to Modern Architecture*:

The Modern equivalent of applied ornament, however, largely lies in the natural qualities of materials themselves; in the grain and surface of beautiful woods, in the sheen of new metal alloys, and in the contrasting texture of fabrics; all used with the exactness of finish that machines have introduced into architecture.¹⁵

Materials used in the construction of Pomeroy Green are indeed ornamented in that fashion. The fine grooving of the exterior plywood, the fine brushed aluminum windows, and the mahogany plywood that graces the interior contribute to the sense of ornamentation, without resorting to applied ornamentation.

The post and beam construction found in Pomeroy Green is a common method of framing for a modern house. The post and beam construction allows the use of large expanses of glass since the walls are not load bearing, only functioning as isolating walls. This construction allows the carport roof to project past the building's façade; that roof introduces a planar element to the overall design and is strikingly modern in appearance.

The bearing walls that form the end walls and the party walls, the walls that separate each unit and support the beams, are made of concrete blocks and contribute more than fire resistance and acoustic separation. Blocks are laid in a stack bond in a straightforward manner, in one continuous wall, without any applied finish, creating a grid pattern across the surface of the wall both in and outside the unit. This pattern emphasizes the rectilinear wall plane as well as the overall rectangular shape of the building. Those concrete masonry block walls extend beyond the building envelope towards the backyard. This extension both enhances backyard privacy and visually divides the long buildings into repeated modular units.

The modularity is emphasized in the repeated use of block walls, and in the variety of materials employed. The buildings are visually interesting since the arrangement of different parts occur periodically along the walls of the building. The plank-type built-up roof, stucco panels with a medium float finish, grooved plywood siding, windows, and sliding glass doors are arranged in a harmonious assembly and are repeated throughout the complex for every unit.

The placement of the sliding glass doors and windows periodically along the façade and rear wall of each building and exposed portion of the block wall define the limits of each unit and create a visual rhythm across the length of the building. Windows and sliding glass door placement, along with the open floor plan, enhances natural cross ventilation. Fixed pane windows, adjacent to the sliders, increase daylight inside the townhouses. Repetition allows the

¹⁵ J. M. Richards, *An Introduction to Modern Architecture* (1940; reprint with revisions, London: Penguin Books, 1970), 42.

Pomeroy Green
Name of Property

Santa Clara, California
County and State

viewer to extend attention to the landscaping, allowing the architecture to serve as a background for the landscaping.

The building components and materials contribute to the overall geometrical design of the buildings. The design is very similar to the row houses designed by Le Corbusier, Cité Frugès (1924-1926) in Pessac, France. Though many of the buildings were modified, efforts are underway to restore the original architecture.¹⁶

The modern rectangular look of Pomeroy Green is further emphasized by the materials used to enclose the front yards. The tongue and groove fencing used around the front yard and patio provide a more finished surface than the typical board fencing used for suburban tract homes; that smoothness helps to emphasize the rectangular shape of the front yard, and complements the rectangular facade of the building. Boards are oriented vertically and provide a welcome contrast to the overall horizontal look of the front façade. The front yard, extending from the building face and under the second floor, interrupts the horizontal boxy look of the building and creating an interesting mix of positive and negative volumes extending from and into the façade.

The tongue-and-groove fencing enclosing the front yard also runs along one side of the carport providing a smooth transition to the more refined vertically grooved siding near the entrance to the unit. The siding in this location and at the back of the carport is finely grooved in keeping with the small scale of the space and helps define the rectangular volume and rectangular surfaces. The front yard fencing also extends to cover the utility cabinet on the building ends. This helps to incorporate the cabinets visually into the rectangular architectural design. Rather than distracting the viewer from the overall form of the building, the cabinets add another rectangular element.

The flat roof also contributes to the rectangular architecture of the buildings. The roof cantilever harmonizes with the vertically grooved siding and the exposed portion of the concrete block party walls. All three elements have rectilinear properties: the vertical grooving in the siding, the grid pattern of the block wall, and the exposed horizontal boards that make up the roof. The cantilevered roof projects horizontally from the rear of the building farther than the concrete block walls and runs the length of the building. The cantilever further accents the rectangular shape of the building.

The tongue and groove boards that make up the roof are exposed inside the unit and visible outside where the roof cantilevers horizontally over the back wall. The four-foot cantilever visually extends the room toward the outdoors, which makes the room appear larger. At night, that cantilever produces a dramatic effect. It reflects light from the interior and, along with the joints in the tongue and groove boards, directs the eye towards the outdoors. From the vantage point of the ground outside the unit, the observer's eye is drawn up to the lighted underside of the cantilevered roof and to the source of the light, the interior lighting of the unit.

¹⁶ Philip Boudon, *Lived in Architecture, Le Corbusier's Pessac Revisited* (Cambridge, MA: MIT Press, 1972); Helena Ariza, "La Cité Frugès: A Modern Neighborhood for the Working Class," <http://architecturalvisits.com/en/2015/01/27/cite-fruges-le-corbusier-pessac/>, accessed December 11, 2018.

Pomeroy Green
Name of Property

Santa Clara, California
County and State

Of particular importance to the Regional Planning Association of America is the privacy afforded by the design of a complex. In Pomeroy Green, the front and rear yard fences, as well as the windowless end walls of the buildings, provide privacy. Privacy is further enhanced by the placement of the living room at the back of the unit overlooking the backyard and away from the carport and parking lots. The building blocks noise from entering the backyards.

Building orientation also helps to protect privacy. Some buildings are oriented ninety degrees to one another and overlap. In this orientation, the buildings are separated a minimum of thirty-six feet; the average separation is forty feet. Buildings facing other buildings along the motor courts are separated by approximately forty-four feet to provide privacy.

Criterion C: Landscape Architecture

Pomeroy Green's landscape is the work of Hideo Sasaki and Peter Walker of Sasaki, Walker and Associates, landscape architects and site planning consultants. The contribution of Sasaki and Walker to the profession of landscape architecture is acknowledged by Diana Vogel song in the introduction to her book *Landscape Architecture Sourcebook, A Guide to Resources and Practice of Landscape Architecture in the United States*:

A new effort to define landscape in the mid-twentieth century was represented by the work of three prominent pioneers: Garrett Eckbo, Dan Urban Kiley, and James Rose. Inventive landscape architects such as Peter Walker, M. Paul Friedenberg, Hideo Sasaki, Martha Schwartz, and others expanded upon those traditions in subsequent decades.¹⁷

Pomeroy Green's landscape is an excellent example of mid-century modern landscape design. In "The Rise of Modernism" section on modern landscape architecture in *Landscape at Berkeley, the First 100 Years*, Randy Hester, Jr. describes the origins and characteristics of modern landscape architecture:

When the international, or modern, style was introduced into the United States in 1932, landscape architecture was being practiced under strict and formal classical rules. According to landscape mythology, the modern style was born in in the 1940s, when a student at Harvard refused to solve a site-planning problem with classical symmetry. The rebellion gave rise to modernism, which has now dominated the form of landscape architecture for over forty years. The work of nearly all the best known professionals today—Hideo Sasaki, John Simonds, William Johnson, Garrett Eckbo, Lawrence Halprin, [and others]—fits into this category.

Their work is characterized by simple, highly functional, and efficient form; well-defined edges; clearly articulated spaces; clean lines [emphasis added]. Their modernism

¹⁷ Diana Vogel song, *Landscape Architecture Sourcebook, A Guide to Resources of the History and Practice of Landscape Architecture in the United States*, Design Reference Series, vol. 1 (Detroit, MI: Omnigraphics, Inc., 1997), 11-12.

Pomeroy Green
Name of Property

Santa Clara, California
County and State

expressed the nation's need for functional and efficient growth, with modern landscape design giving clear form to those national purposes through design of corporate estates, suburb expansion, and urban renewal projects.¹⁸

These characteristics are found in the design for Pomeroy Green. The landscape design is simple, having few species of plants; is efficient, having low-maintenance plants; and defines space, repeating a variety of plants along and around pathways, buildings, and other architectural features. The buildings themselves echo this space defining characteristic of the landscape design by forming a variety of well-defined spaces that are further enhanced by the plantings, such as the long driveways, courts, and green open spaces.¹⁹

The selection of magnolia trees (*Magnolia grandiflora*) along Pomeroy Avenue and Benton Street provides a simple and efficient form in addition to being highly functional. The magnolia trees provide dense shade along the city sidewalk and are low maintenance. The five-foot setback of the trees behind the back of the city sidewalk creates a clean line that follows the street; in the case of Benton Street, the trees follow the slight curvature of the street. The choice of one species along the frontage, planted on thirty-foot centers so that the crowns overlap, is a simple, straightforward solution to the problems of providing shade, defining the perimeter of the complex, and enclosing the space between the city street and the Pomeroy Green buildings.

While landscape architecture as an area of significance is typically associated with Criterion C, at Pomeroy Green the landscape architecture exemplifies the community planning and development addressed under Criterion A: a residential development of low to moderate-cost housing, located on previously undeveloped land, designed by collaborating professionals—planners, architects, and landscape architects—to provide comprehensive amenities with the goal of fostering community among its residents.²⁰ This collaboration results in residential development that includes positive outdoor space, undivided by property lines, easily accessible by residents.²¹

Pomeroy Green shares this comprehensive design objective with many earlier historic housing projects.²² Pomeroy Green is related to the Garden City movement founded in Great Britain in the 1800s and the subsequent community planning efforts in the United States based on that movement. Particularly noteworthy in the United States are the developments in multi-family

¹⁸ Randy Hester, Jr., Professor Emeritus and Department Chair, Landscape Architecture 1987-1992, College of Environmental Design, University of California, Berkeley, "Process Can be Style, Participation and Conservation in Landscape Architecture," in *Landscape at Berkeley, The First 100 Years*, ed. Waverly B. Lowell, Carrie L. McDade and Elizabeth D. Byrne (Berkeley: The Regents of the University of California, 2013), 49.

¹⁹ For a discussion on the need for space defining elements in the landscape, see Norman T. Newton, *Design on the Land, the Development of Landscape Architecture* (Cambridge, MA: Harvard University Press, 1971).

²⁰ Norman T. Newton, *Design on the Land, the Development of Landscape Architecture*, (Cambridge, MA: Harvard University Press, 1971), 424-425.

²¹ *Ibid.*, 643.

²² Peter Walker, interviewed by the author, July 21, 2019, telephone conversation.

Pomeroy Green

Name of Property

Santa Clara, California

County and State

housing projects of the early twentieth century by architect and planner Clarence Stein, in collaboration with planner Henry Wright and landscape architect Marjorie Sewell Cautley.²³

The designs of those housing developments by Stein and his collaborators did not include all the features of a Garden City as proposed by Ebenezer Howard, author and originator of the Garden City movement.²⁴ Stein's and Wright's planned communities were large, moderate-cost, housing projects rather than complete cities, with industry and green belts, which Howard had envisioned for his Garden City. Howard's Garden City would have been difficult to realize in the U.S. at that time due to the limited means of corporations to finance and acquire land in the amount and quality needed for such a large development as well as the short business cycle of the national economy.²⁵

Instead, Stein and his design collaborators focused on the housing needs of a society increasingly reliant on automobile transportation, the same problem faced by the designers of Pomeroy Green twenty to forty years later. Pomeroy Green shares many features of those earlier projects of Stein and his collaborators, projects listed on the National Register of Historic Places. Projects include Sunnyside Gardens in New York (1924-1928, listed 1983), Radburn in New Jersey (1929-1933, listed 1975), and Baldwin Hills in Los Angeles (1941, later renamed Village Green, listed 1993), designed by architect Reginald Johnson, associate architects Wilson, Merrill and Alexander, and landscape architect Fred Barlow, Jr in consultation with Mr. Stein.²⁶

Although smaller in scope than those earlier projects by Stein, Pomeroy Green exhibits many of the same design principles. Foremost among those is planned development, an approach to design that includes comprehensive site planning which takes into account the interaction of all the elements of the built environment. These attributes are summarized by Stein in the conclusion to his book *Toward New Towns for America*:

The Unit of Design in New Towns is no longer each separate lot, street or building, it is a whole community; a co-ordinated [*sic*] entity. This means that the framework of the community and every detail down to the last house and the view from the windows must be conceived, planned and built as a related part of a great setting for convenient, wholesome, and beautiful contemporary living and working. In this way every house gains from its relation to the buildings around it. Beauty as well as convenience is produced by the rational relationship of the individual parts.

The planning of every house and every room in that house is part of the process which gives the superblock its ultimate shape and character. Thus, the size and specific

²³ Clarence Stein, *Toward New Towns for America* (Cambridge, MA: MIT Press, 1966), 22.

²⁴ The difference in these projects is the size and scope, Howard's being larger and regional in scope and inclusive of industry while Stein's were largely confined to large housing complexes on super-blocks with cul-de-sacs for vehicular access.

²⁵ Stein, 18-19.

²⁶ Newton, *Design on the Land*, 643.

Pomeroy Green
Name of Property

Santa Clara, California
County and State

requirements of inner green and private yard, of cul-de-sac or auto court, help mold the superblock in relation to good living in home, community and town.

As he designs, the New Town planner envisages the future home life of the individual and the family, and their life as part of the community. He sees it not only in terms of house and garden but in the grouping of houses in relation to each other so as to take the utmost advantage of sun and wind for every residence, and to open up pleasant, spacious and varied views from every house and, as far as possible, in every direction. He will in part be guided by the form and the nature of the land, and how its trees and streams and rocks can best be used or preserved for the common use and enjoyment of the people who are going to form the community, and whole life, from birth to old age, will be molded by the place.²⁷

Pomeroy Green exhibits community characteristics found in Stein's developments. At Pomeroy Green, the buildings and the landscape were planned together and sited on vacant land held in common. To take advantage of the sun, the buildings are oriented in north-south or east-west. The buildings are spaced generously to allow air and pedestrian circulation as well as various outdoor activities to take place.

Pomeroy Green further emulates Stein's site planning by locating buildings around green spaces situated towards the interior of the development; spaces are reserved for recreation, pedestrian circulation and the enjoyment of the residents.²⁸ These park like amenities are possible due to the savings in construction costs. Vehicular parking is grouped, and driveways and utilities are shared at Pomeroy Green. A typical subdivision of single-family detached homes provides these amenities on a separate, more expensive basis. The savings were so great that at Pomeroy Green the power lines and telephone lines are all buried underground whereas overhead lines are unsightly in the backyards of the tract homes in the adjacent neighborhood, across Benton Street to the south.

The closest historical precedent to Pomeroy Green among the community planning works of Stein is Village Green, a large housing complex located in Los Angeles. Both Pomeroy Green and Village Green consist of two-story multi-family homes, built from standardized plans of similar architectural design and organized into blocks of different lengths, which are placed to enclose space and provide vistas into and out of the complex.

Both developments include living rooms located on the backside of the housing unit that look onto green spaces rather than automobile circulation and parking areas. At Pomeroy Green this is accomplished in most instances by looking towards green space in the center of the complex, as was done at Village Green, or by providing large landscaped setbacks from the surrounding city streets, or by facing the backyards of adjoining housing projects that include generous setbacks.

²⁷ Stein, 225-226.

²⁸ Elizabeth Barlow Rogers, *Landscape Design, A Cultural and Architectural History* (New York: Harry N. Abrams, Inc., 2001), 421.

Pomeroy Green

Name of Property

Santa Clara, California

County and State

Pomeroy Green and Village Green have the same overall design objective in regard to taming the automobile: to provide living spaces that are protected from motor vehicles and the noise they generate. Of particular concern is separating child's play from motor vehicles. To facilitate this separation, driveways and parking areas are located on the service side of the buildings, away from living rooms and backyards. At Village Green garage courts are provided and at Pomeroy Green parking courts and carports are provided.

The service rooms, kitchens in the case of Village Green and multipurpose rooms and kitchens in the case of Pomeroy Green, face the service side of the building, close to vehicular storage, for convenience and to block vehicular noise from entering living rooms and backyards.

This feature affects the arrangement of the buildings in the overall site planning such that the living rooms and back yards of adjacent buildings mostly face each other across a car-free commons. This car-free and landscaped area with plantings is where the residents can relax or recreate. At Pomeroy Green, several residents enjoy walking on the sidewalk around the perimeter of the central commons, near and around the pool area, car free and lushly landscaped with trees, shrubs, and groundcover; others enjoy sitting at the numerous benches in these areas.

Other features in common include the selection of trees to form a background to the buildings, such as the trees located at the front and sides of the buildings to soften the hard edges of the architecture. Trees are also located to define three-dimensional space, such as the camphor trees in the parking lots and the trees around the clubhouse/pool area and the magnolia trees that form a perimeter around the complex.

The idea for enlarging the private yards that face the common green space located in the interior of these developments, a feature found at Pomeroy Green and not in the earlier developments by Stein, was anticipated by Mr. Stein in his post-occupancy evaluation of the Baldwin Hills project.²⁹ Though the common green space has been reduced considerably at Pomeroy Green due to the increase in the size of the private yards, it is still possible for most residents to walk throughout the complex without crossing the car storage areas, by following the circulation paths that lead from their individual yards into the interior of the complex. A pedestrian circulation system is a defining feature of community planning.

The ultimate goals of the two projects are the same. The success of both projects goes far beyond the selection and siting of plant materials to provide complete environments for their residents based on sound community planning. As Stein mentions:

From the days of Sunnyside to those of Baldwin Hills Village we have been in search of new or revised solution of the setting for communities as well as for family and individual living. We have sought ways of bringing peaceful life in spacious green surroundings to ordinary people in this mechanical age. We have tried to simplify the

²⁹ Stein, 198.

Pomeroy Green
Name of Property

Santa Clara, California
County and State

complexity of needs and desire as contrasted with means, and thus to make changes, from obsolete methods of the dead past, economically feasible.³⁰

Eichler Homes, in their sales brochure for Pomeroy Green, echoes many of the same themes:

These two story townhouses are skillfully arranged at relatively high land-use density. Each unit has its own carport and two fenced patios. Good site planning, well designed auxiliary open areas, and effective planting provide a high degree of livability and visual appeal.³¹

Peter Walker's practice changed during his career, and Pomeroy Green represents a distinct past phase in Walker's approach to design. Up until the early 1970s, his work was focused on two objectives: to provide a setting for the building, and to connect that setting with the existing landscape.³² His work gradually changed after that period, and by the late 1970s, focused on the integration of minimalism (art and theory), classicism, historic garden designs, and landscape architecture. Twenty years later, Walker described this period in his career:

My work for the last twenty years [since 1977] has been an attempt to weave together the strands of classicism and European and Asian garden formalism and those of modernism, including the late modernists and midcentury minimalists, as I understand them. The result is what I consider minimalism in the landscape.³³

Eichler Homes went out of business in 1967 due to the company's work on larger projects that overextended the company.³⁴ Joseph Eichler continued building homes until his death in 1974. Claude Oakland died in 1989 and Hideo Sasaki in 2000 after long practices in their respective professions.

³⁰ Ibid., 226.

³¹ Pomeroy Green Corporation, *Pomeroy Green* sales brochure, circa 1963.

³² Peter Walker, "Classicism, Modernism, and Minimalism in the Landscape" in *Peter Walker, Minimalist Gardens* Leah Levy, ed. (Washington DC: Spacemaker Press, 1977), 18.

³³ Ibid., 19.

³⁴ Lynn O'Dell, "Eichler Influenced by Wright: After Living in a House Designed by the Architect, Eichler Set Out to Build His Own and Never Quit," *Los Angeles Times*, 23 October 1993 <https://www.latimes.com/archives/la-xpm-1993-10-23-hm-48758-story.html>, accessed August 7, 2020.

Pomeroy Green
Name of Property

Santa Clara, California
County and State

9. Major Bibliographical References

Bibliography (Cite the books, articles, and other sources used in preparing this form.)

Benevolo, Leonard. *History of Modern Architecture*. Cambridge, MA: MIT Press, 1989.

Boudon, Philip. *Lived in Architecture, Le Corbusier's Pessac Revisited*. Cambridge, MA: MIT Press, 1972.

Damann, Raymond F. *The Destruction of California*. London: Collier Books, 1970.

Ditto, Jerry and Lanning Stern. *Design for Living, Eichler Homes*. San Francisco: Chronicle Books, 1995.

Editors of Fortune. *The Exploding Metropolis*. New York: Doubleday Anchor Books, 1958.

Eichler Homes, Inc. "Annual Report 1961." Oakland and Imada 2002-3 Collection, box 2, folder III 6, Joseph Eichler, 1960-1974, Environmental Design Archives, University of California, Berkeley.

"El Pueblo Ribera Court." *Architecture Week*, Great Buildings Collection.
http://www.greatbuildings.com/buildings/El_Pueblo_Ribera_Ct.html. Accessed December 31, 2018.

Firm of Claude Oakland. Project report 1964. Oakland and Imada 2002-3 Collection, box 1, folder I 3, Claude Oakland personal correspondence 1959-1964, Environmental Design Archives, University of California, Berkeley.

Gebhard, David, Eric Sanweiss, and Robert Winter. *Architecture in San Francisco and Northern California*. 2nd ed. Salt Lake City: Peregrine Smith Books, 1985.

Gropius, Walter. *The New Architecture and the Bauhaus*. Cambridge, Massachusetts: MIT Press, 1965.

Hester, Jr., Randy. "Process Can be Style, Participation and Conservation in Landscape Architecture." In *Landscape of Berkeley: The First 100 Years*, edited by Waverly B. Lowell, Carrie L. McDade and Elizabeth D. Byrne. Berkeley: The Regents of the University of California, 2013.

Hitchcock, Henry-Russell and Philip Johnson. *The International Style*. New York: W. W. Norton & Company, 1932.

Howard, Ebenezer. *Garden Cities of Tomorrow*. Cambridge, MA: MIT Press, 1965.

Pomeroy Green
Name of Property

Santa Clara, California
County and State

- Lasner, Matthew Gordon. *High Life Condo Living in the Suburban Century*. New Haven and London: Yale University Press, 2012.
- Levy, Leah, ed. *Peter Walker: Minimalist Gardens*. Washington DC: Spacemaker Press, 1997.
- Morgan, Susan. "Not Another International Style Ballyhoo, A Short History of the Schindler House." https://schindlerlab.org/history/#_edn2. Accessed December 11, 2018.
- Mumford, Lewis. *Roots of Contemporary Architecture*. New York: Dover Publications, Inc., 1972.
- Newton, Norman T. *Design on the Land: the Development of Landscape Architecture*. Cambridge, MA: Harvard University Press, 1971.
- O'Dell, Lynn. "Eichler Influenced by Wright: After Living in a House Designed by the Architect, Eichler Set Out to Build His Own and Never Quit." Los Angeles Times, (October 23, 1993). <https://www.latimes.com/archives/la-xpm-1993-10-23-hm-48758-story.html>. Accessed August 7, 2020.
- Peter, John, and Fred Lyon. "Solution for Suburbia." *Look* 28, no.14 (July 14, 1964).
- Pomeroy Green Corporation. *Pomeroy Green Sales Brochure*. Circa 1963.
- Richards, J. M. *An Introduction to Modern Architecture*. 1940. Reprint with revisions, London: Penguin Books, 1970.
- Rogers, Elizabeth Barlow. *Landscape Design: A Cultural and Architectural History*. New York: Harry N. Abrams, Inc., 2001.
- Stein, Clarence. *Toward New Towns for America*. Cambridge, MA: MIT Press, 1966.
- U.S. Department of Commerce. National Bureau of Standards. *Fundamentals of Building Heat Transfer*. July 5, 1977, Institute for Applied Technology, Volume 82, No. 2, by Tamami Kusuda. Washington, D.C.: September-October 1977. https://nvlpubs.nist.gov/nistpubs/jres/82/jresv82n2p97_a1b.pdf. Accessed June 5, 2019.
- U.S. Department of Energy. "Landscape Windbreaks and Efficiency." <https://www.energy.gov/energysaver/design/landscaping-energy-efficient-homes/landscape-windbreaks-and-efficiency>. Accessed June 6, 2019.
- U.S. Department of the Interior. National Park Service. *Historic Residential Suburbs: Guidelines for Evaluation and Documentation for the National Register of Historic*

Pomeroy Green
Name of Property

Santa Clara, California
County and State

Places, by David L. Ames and Linda Flint. 2002.

<https://www.nps.gov/nr/publications/bulletins/suburbs/index.htm>. Accessed December 11, 2018.

U.S. Department of the Interior. National Park Service. Interagency Resources Division. National Register Bulletin 18, *How to Evaluate and Nominate Designed Historic Landscapes*, by J. Timothy Keller, ASLA, and Genevieve P. Keller Land and Community Associates, Charlottesville, Virginia.
<https://www.nps.gov/subjects/nationalregister/upload/NRB18-Complete.pdf>. Accessed August 13, 2019.

U.S. Environmental Protection Agency. "Using Trees and Vegetation to Reduce Heat Islands." <https://www.epa.gov/heat-islands/using-trees-and-vegetation-reduce-heat-islands>. Accessed June 6, 2019.

Vogelsong, Diana, *Landscape Architecture Sourcebook: A Guide to Resources of the History and Practice of Landscape Architecture in the United States*. Design Reference Series, Vol. 1. Detroit: Omnigraphics, Inc., 1997.

Walker, Peter. *Peter Walker and Partners: Defining the Craft*. San Rafael, CA: ORO Editions, 2005.

_____. Telephone interview by author. July 21, 2019.

Walker, Peter and Leah Levy, ed. *Peter Walker, Minimalist Gardens*. Washington DC: Spacemaker Press, 1977.

Weinstein, David. "Joe Reveals 'The Eichler Success Formula.'" *Eichler Network, CA Modern*, 2018. <https://www.eichlernetwork.com/blog/dave-weinstein/joe-reveals-'-eichler-success-formula'>. Accessed December 11, 2018.

_____. "Pioneering 'Easy Living' at the Pomeroy's, Eichler's Pomeroy West and Green Developments." *Eichler Network*, Spring 2005, 1, 6-8.

Whyte, William. *Cluster Development*. New York: American Conservation Association, 1964.

_____. *The Last Landscape*. Garden City, New York: Anchor Book, Doubleday & Company, 1968.

Windfinder for San Jose Airport, California,
https://www.windfinder.com/windstatistics/san_jose_airport_california. Accessed June 6, 2019.

Pomeroy Green
Name of Property

Santa Clara, California
County and State

Previous documentation on file (NPS):

- ☐ preliminary determination of individual listing (36 CFR 67) has been requested
☐ previously listed in the National Register
☐ previously determined eligible by the National Register
☐ designated a National Historic Landmark
☐ recorded by Historic American Buildings Survey # _____
☐ recorded by Historic American Engineering Record # _____
☐ recorded by Historic American Landscape Survey # _____

Primary location of additional data:

- ☐ State Historic Preservation Office
☐ Other State agency
☐ Federal agency
☐ Local government
☒ University
☐ Other

Name of repository: Environmental Design Archives, College of Environmental Design,
University of California, Berkeley

Historic Resources Survey Number (if assigned): _____

10. Geographical Data

Acreage of Property 6.5

Latitude/Longitude Coordinates

Datum if other than WGS84: _____

(enter coordinates to 6 decimal places)

1. Latitude: 37.346321

Longitude: -121.985936

Verbal Boundary Description (Describe the boundaries of the property.)

Trapezoid enclosed by Benton Street to the south, Pomeroy Avenue to the west, tract homes to the north, and a church to the east, with a cutout at 1075 Pomeroy Avenue. See Sketch Map/Photo Key, Base Map (**Figure 1**), and Building Designation Map (**Figure 2**).

Boundary Justification (Explain why the boundaries were selected.)

Boundaries follow the property lines historically associated with Pomeroy Green. The house at 1075 Pomeroy Avenue has always been outside of the Pomeroy Green development.

Pomeroy Green
Name of Property

Santa Clara, California
County and State

11. Form Prepared By

name/title: Kenneth Kratz
organization: _____
street & number: 3283 Benton Street
city or town: Santa Clara state: California zip code: 95051
e-mail: kskratz@yahoo.com
telephone: (408) 246-8149
date: May 2018; Revised Jun 2018, Dec 2018; Feb 2019, Mar 2020, Jul 2020

Additional Documentation

Submit the following items with the completed form:

- **Maps:** A USGS map or equivalent (7.5 or 15 minute series) indicating the property's location.
- **Sketch map** for historic districts and properties having large acreage or numerous resources. Key all photographs to this map.
- **Additional items:** (Check with the SHPO, TPO, or FPO for any additional items.)

Photographs

Submit clear and descriptive photographs. The size of each image must be 1600x1200 pixels (minimum), 3000x2000 preferred, at 300 ppi (pixels per inch) or larger. Key all photographs to the sketch map. Each photograph must be numbered and that number must correspond to the photograph number on the photo log. For simplicity, the name of the photographer, photo date, etc. may be listed once on the photograph log and doesn't need to be labeled on every photograph.

Photo Log

Name of Property:	Pomeroy Green
City or Vicinity:	Santa Clara
County:	Santa Clara
State:	California
Photographer:	Kenneth Kratz
Date Photographed:	March 4 through May 2, 2018

Description of Photograph(s) and number, include description of view indicating direction of camera:

- 1 of 34 Building 1 south façade (left foreground), Building 2 south façade (left background), Building 3 north façade (right), Building 7 north elevation (far background), camera facing east

Pomeroy Green
Name of Property

Santa Clara, California
County and State

- 2 of 34 Building 4 south façade (left), Building 5 west façade (right background), camera facing northeast
- 3 of 34 Building 6 west elevation (right), Building 4 south façade (left), mature landscape, camera facing northeast
- 4 of 34 Playground between Buildings 7 and 8, camera facing east
- 5 of 34 Building 10 north (left) and west (right) elevations with typical fireplace chimney, camera facing southeast
- 6 of 34 Walkway between Buildings 10 and 13, Building 10 west and south elevations (left), Building 11 west elevation with replacement utility box (middle), Building 13 north elevation (right), camera facing east
- 7 of 34 Building 12 east elevation, camera facing west
- 8 of 34 Building 14 east façade, camera facing northwest
- 9 of 34 Building 15 north façade, camera facing south
- 10 of 34 Building 16 south elevation, camera facing northeast
- 11 of 34 Clubhouse (right), Building Five east elevation (left), camera facing northwest
- 12 of 34 Path from public sidewalk, Building 15 east elevation (left), Building 14 east façade (middle), Building 12 south elevation (right), camera facing northwest
- 13 of 34 Building 6 north façade, mature landscaping, camera facing southwest
- 14 of 34 Building 4 south façade, camera facing northwest
- 15 of 34 Building 16 south façade, camera facing north
- 16 of 34 Clubhouse interior with view of pool, Building 10 west elevation (left background), Building 13 north elevation (right background), camera facing southeast
- 17 of 34 Basketball court, Building 3 west elevation (left), Building 5 south elevation (middle), Building 4 east elevation (right), camera facing south

Pomeroy Green
Name of Property

Santa Clara, California
County and State

- 18 of 34 Park, surrounded by Building 6 south elevation (left), Building 13 west elevation (middle far background), Building 14 west elevation (right), camera facing east [NOTE: 1075 Pomeroy Ave further right, outside frame]
- 19 of 34 Building 10 west elevation (right) with walkway between Building 10 and pool, Building 3 south elevation (background), camera facing northeast
- 20 of 34 Walkway with benches between Buildings 6 and 13, Building 13 north and east elevations (left), Building 15 north façade (middle far background), Building 14 north elevation (right), camera facing southeast
- 21 of 34 Walkway between pool and Building 13, Building 11 west elevation (far background), camera facing east
- 22 of 34 Building 15 north façade (left), Building 14 west façade (right, obscured by trees), mature landscaping, camera facing southwest
- 23 of 34 Building 14 east façade (left), Building 15 south elevation (right), mature landscape, camera facing west
- 24 of 24 Building 10 west (left) and south (right) elevations, camera facing northeast
- 25 of 34 Building 16 south façade (left) and east elevation (right), camera facing northwest
- 26 of 34 Representative townhouse living room, camera facing southeast
- 27 of 34 Building 13 south façade with vinyl-framed sliding-glass door and windows, camera facing north
- 28 of 34 Representative townhouse backyard, Building 5 in background, camera facing southwest
- 29 of 34 Representative townhouse living room and backyard, camera facing south
- 30 of 34 Building 5 north elevation (left), Building 4 east elevation with replacement utility box (right), camera facing west
- 31 of 34 Building 14 west elevation with original aluminum framed windows (left) and replacement vinyl framed (right) windows, camera facing northeast
- 32 of 34 Building 14 east façade with original aluminum framed windows (left) and replacement vinyl framed windows (right), camera facing west

Pomeroy Green

Name of Property

Santa Clara, California

County and State

- 33 of 34 Building 13 south façade with replacement raised panel front door with fanlight, vinyl framed side light and sliding glass door, camera facing north
- 34 of 34 Building 16 east elevation with original gas meter box, camera facing southwest

Paperwork Reduction Act Statement: This information is being collected for applications to the National Register of Historic Places to nominate properties for listing or determine eligibility for listing, to list properties, and to amend existing listings. Response to this request is required to obtain a benefit in accordance with the National Historic Preservation Act, as amended (16 U.S.C. 460 et seq.).

Estimated Burden Statement: Public reporting burden for this form is estimated to average 100 hours per response including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding this burden estimate or any aspect of this form to the Office of Planning and Performance Management, U.S. Dept. of the Interior, 1849 C. Street, NW, Washington, DC.

Pomeroy Green
Name of Property

Santa Clara, California
County and State

Location Map

Latitude: 37.346321

Longitude: -121.985936



Source: Google maps, accessed January 14, 2019

Pomeroy Green
Name of Property

Santa Clara, California
County and State

Location Map (detail)

Latitude: 37.346321

Longitude: -121.985936

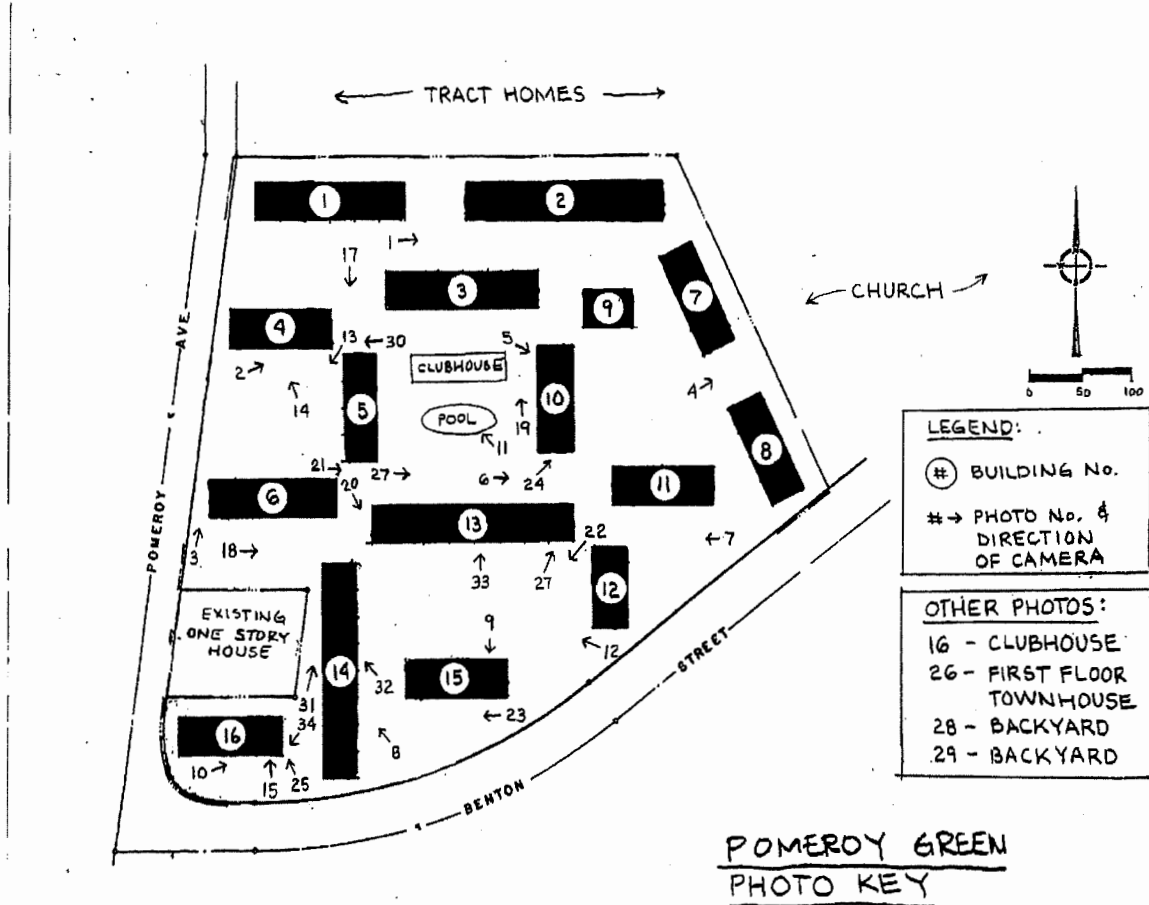


Source: Google maps, accessed January 14, 2019

Pomeroy Green
Name of Property

Santa Clara, California
County and State

Sketch Map/Photo Key

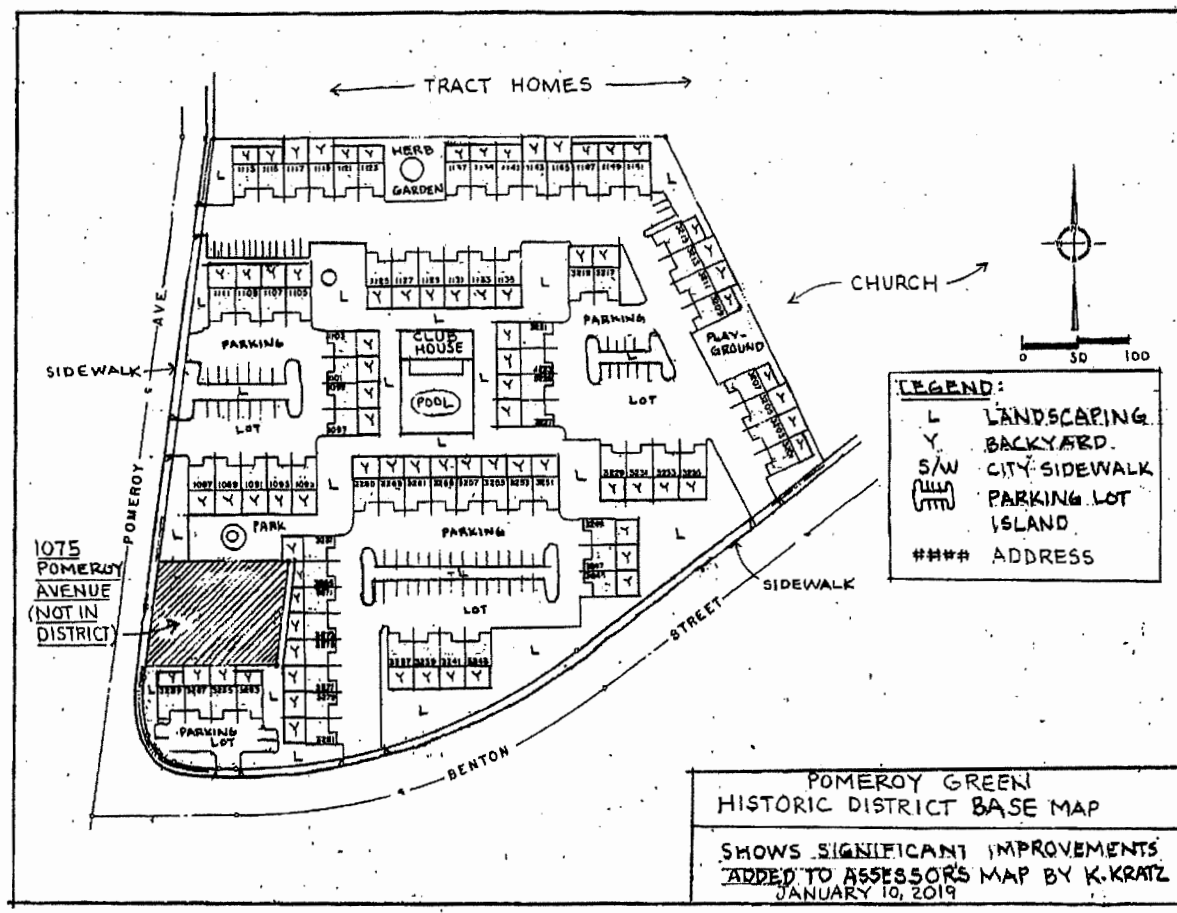


Drawing adapted from the Santa Clara County Assessor's Office parcel map, book 290, page 69

Pomeroy Green
Name of Property

Santa Clara, California
County and State

Figure 1 Base Map

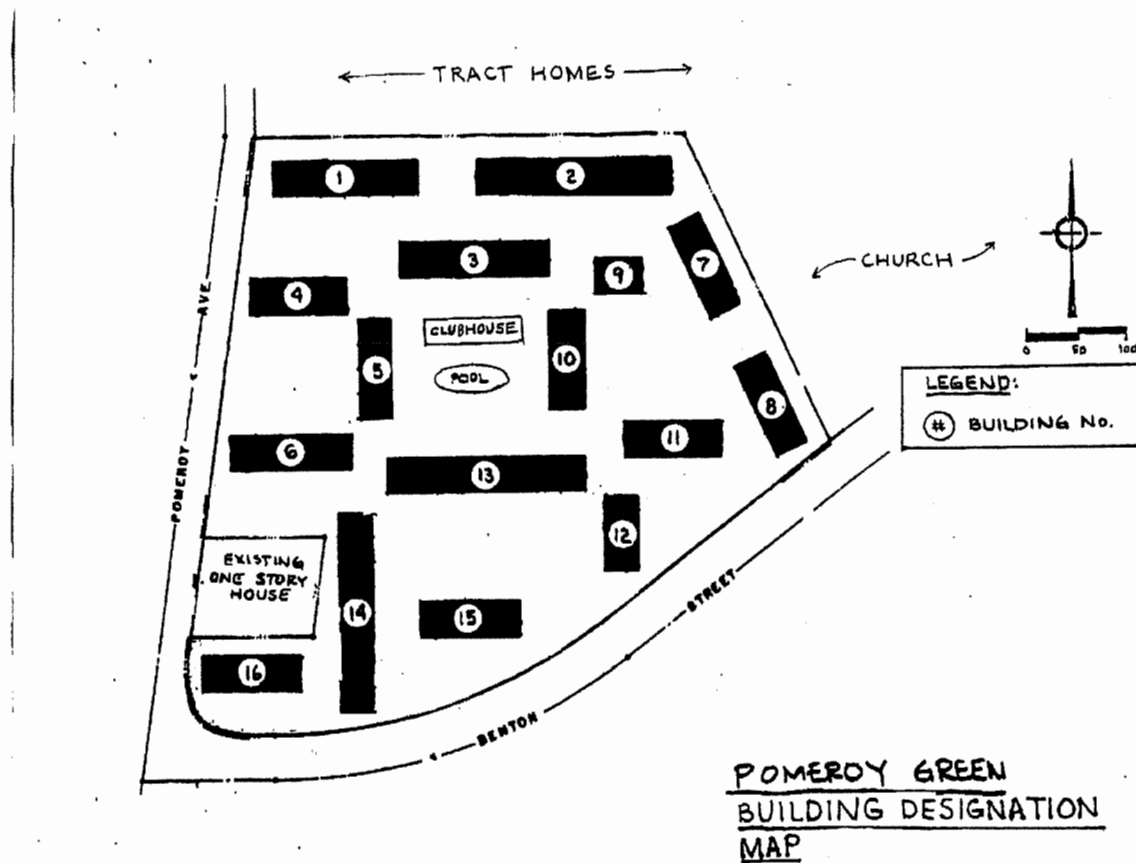


Drawing adapted from the Santa Clara County Assessor's Office parcel map, book 290, page 69

Pomeroy Green
Name of Property

Santa Clara, California
County and State

Figure 2 Building Designation Map

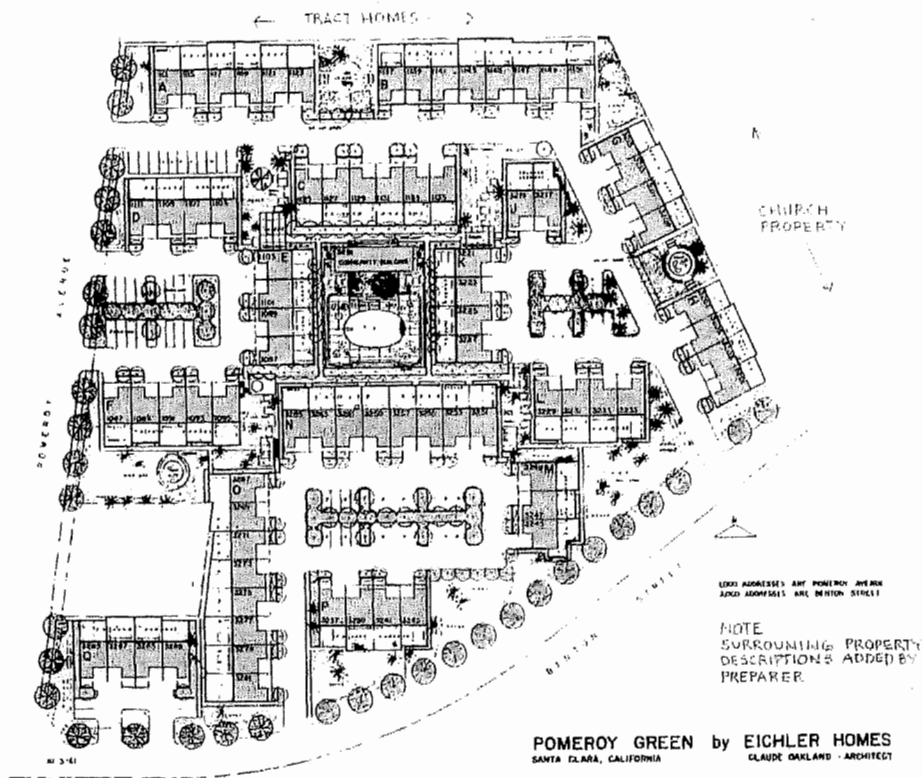


Drawing adapted from the Santa Clara County Assessor's Office parcel map, book 290, page 69

Pomeroy Green
Name of Property

Santa Clara, California
County and State

Figure 3 Eichler Homes Map, 1962-1963

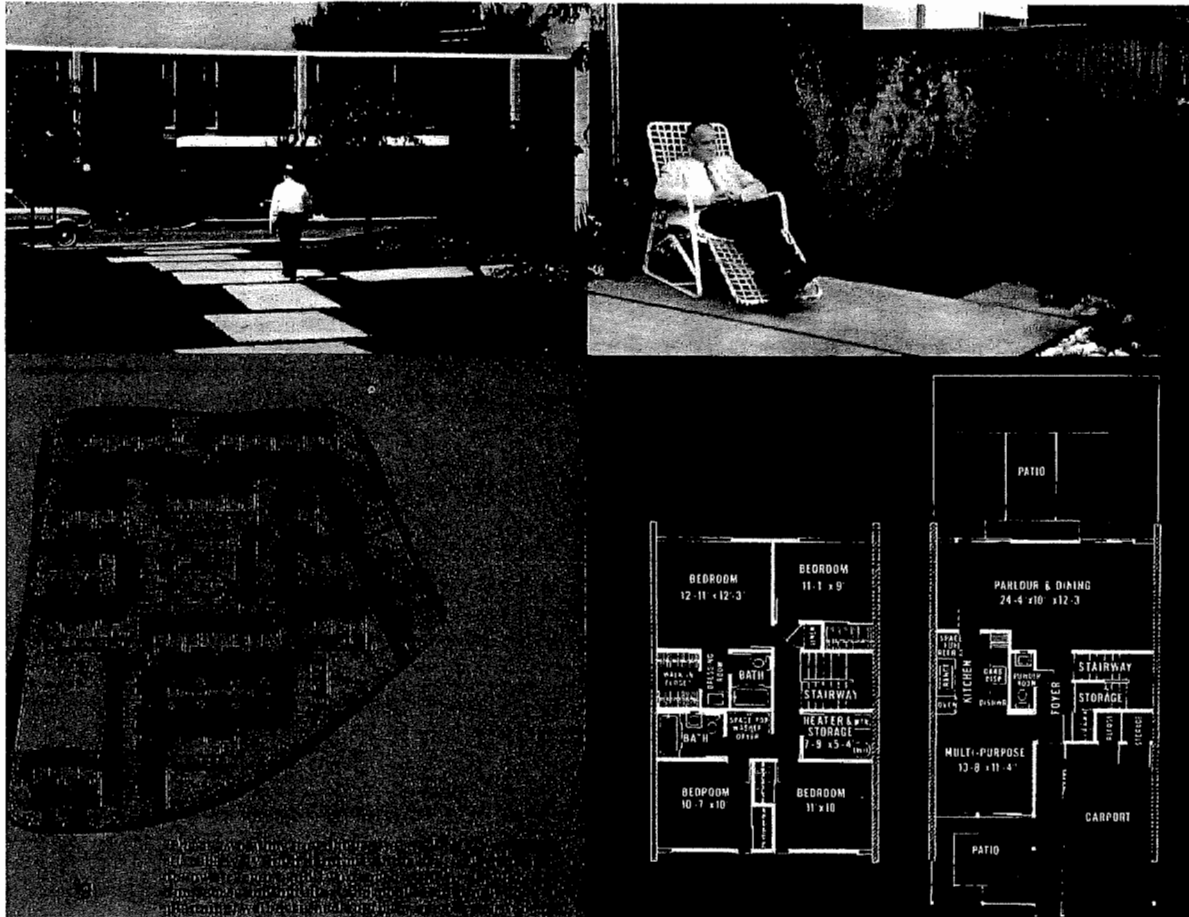


Source: Oakland and Imada Collection, 2002-3, box 14, folder IV 204, Pomeroy Green & Pomeroy West 1962-1963, Environmental Design Archives, University of California, Berkeley

Pomeroy Green
Name of Property

Santa Clara, California
County and State

Figure 4 Page from "Planned Unit Development with a Homes [sic] Association"

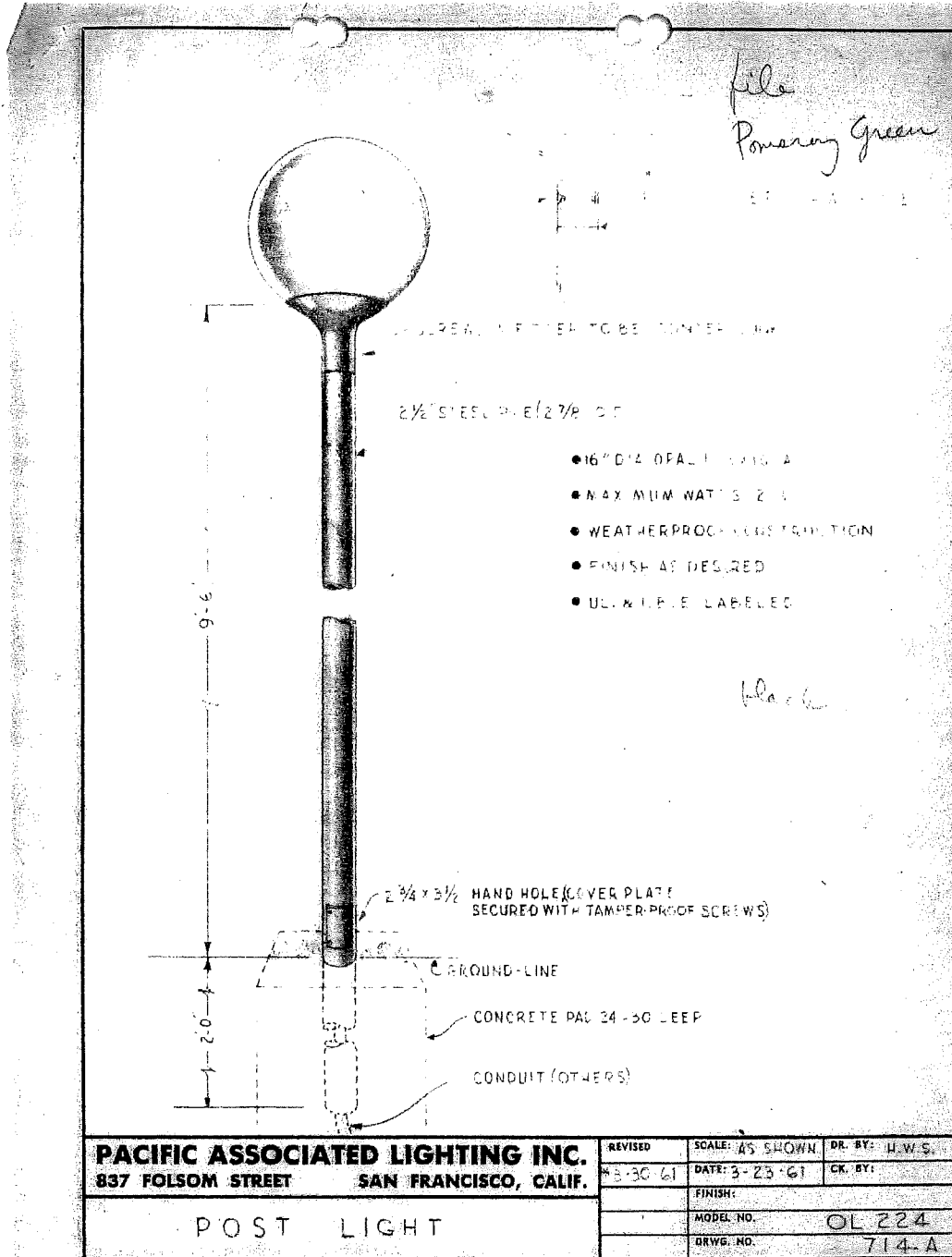


Source: Oakland and Imada Collection, 2002-3, box box 4, folder III 67, Pomeroy Green and Pomeroy West 1963-1964, Environmental Design Archives, University of California, Berkeley

Pomeroy Green
Name of Property

Santa Clara, California
County and State

Figure 5 Pole type exterior lighting

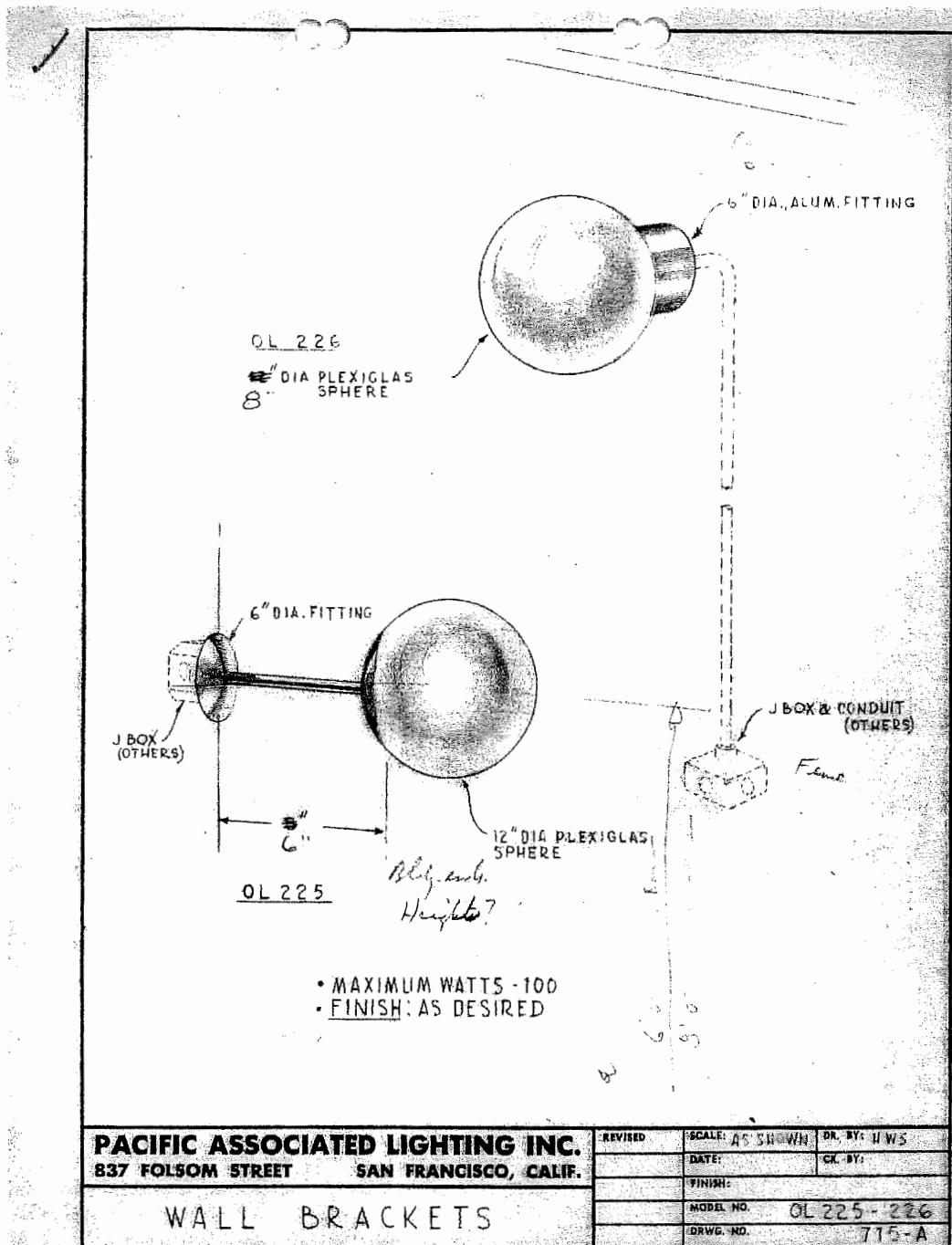


Source: Oakland and Imada Collection, 2002-3, box 11, folder V 81, Pomeroy Green 1960-1962, Environmental Design Archives, University of California, Berkeley

Pomeroy Green
Name of Property

Santa Clara, California
County and State

Figure 6 Fence and wall mounted exterior lighting




Source: Oakland and Imada Collection, 2002-3, box 11, folder V 81, Pomeroy Green 1960-1962
Environmental Design Archives, University of California, Berkeley

Pomeroy Green
Name of Property

Santa Clara, California
County and State

Figure 7 John Peter and Fred Lyon, "Solution for Suburbia" *Look*, 28, no.14 (July 14, 1964)



Swimming pool,
greenery and privacy
provide this

SOLUTION FOR SUBURBIA

THE CLUSTERING California town houses of Pomeroy Green reflect the single most significant trend in the way we live. Designed by architect Claude Oakland, built by Eichler Homes, Inc., they use our increasingly expensive and fast-disappearing suburban land sensibly and imaginatively. Homes share savings of common walls, yet provide country-club pleasures.

continued

Pomeroy Green
Name of Property

Santa Clara, California
County and State



Kitchens are carefully planned in relation to front patio and children's back playyard.



Pomeroy Green
Name of Property

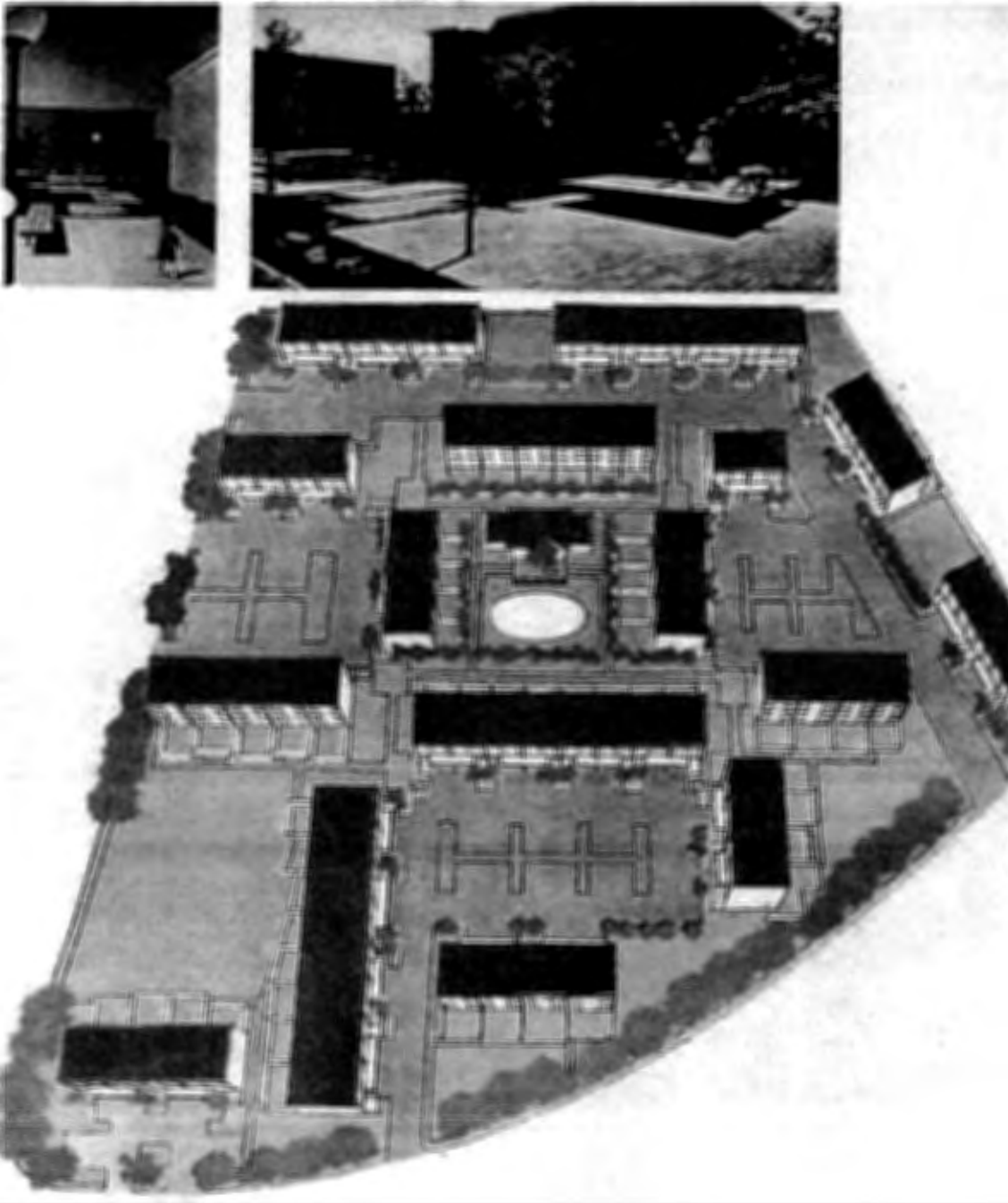
Santa Clara, California
County and State



Caption: Each 4-bedroom, 2 1/2-bathroom home has a light-filled living room (above), with sliding glass doors that open onto a private patio. Mrs. Frank La Horgue enjoys hers (right) for quiet hours or (left) for neighborly barbecues. With all maintenance—lawn mowing to appliance repair—included in the \$20-25,000 [sic] purchase price (under a \$200-per-month FHA mortgage), residents are free to enjoy leisure-time community activities or outside diversions, such as weekend cruises on a motorboat (below). This new concept of development living is such a success that a Pomeroy West has been built, and suburban townhouses are going up across the country.

Pomeroy Green
Name of Property

Santa Clara, California
County and State



Caption: This drawing shows the community's 78 two-story private homes. Grouped around 2 ½ acres of landscaped lawns and shared facilities, they are in Santa Clara County, southeast of San Francisco. Wide walkways (above), protected from traffic, insure safe passage, with frequent play platforms (above, right) for children on the way to the community center and pool.

Pomeroy Green
Name of Property

Santa Clara, California
County and State

Photo 1 Building 1 south façade (left foreground), Building 2 south façade (left background), Building 3 north façade (right), Building 7 north elevation (far background), camera facing east



Photo 2 Building 4 south façade (left), Building 5 west façade (right background), camera facing northeast



Pomeroy Green
Name of Property

Santa Clara, California
County and State

Photo 3 Building 6 west elevation (right), Building 4 south façade (left), mature landscape, camera facing northeast

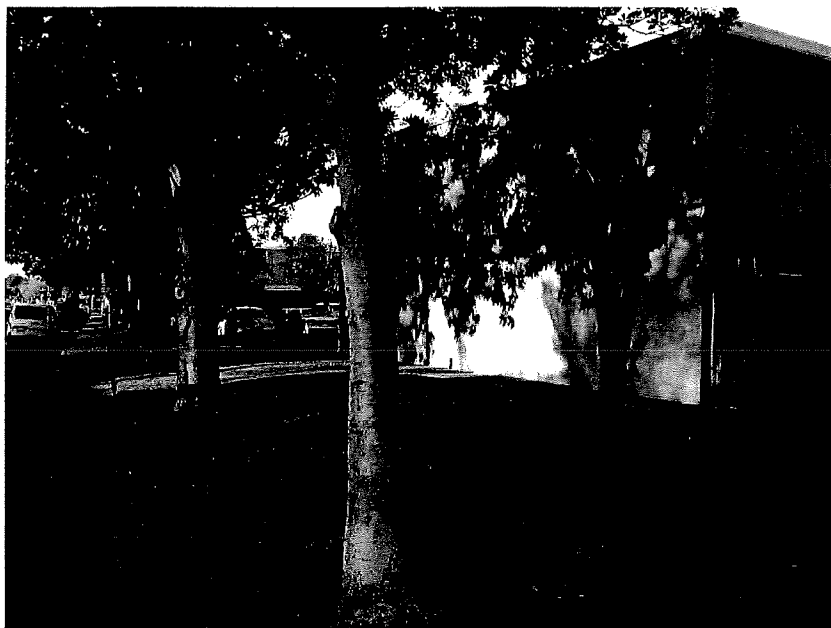


Photo 4 Playground between Buildings 7 and 8, camera facing east



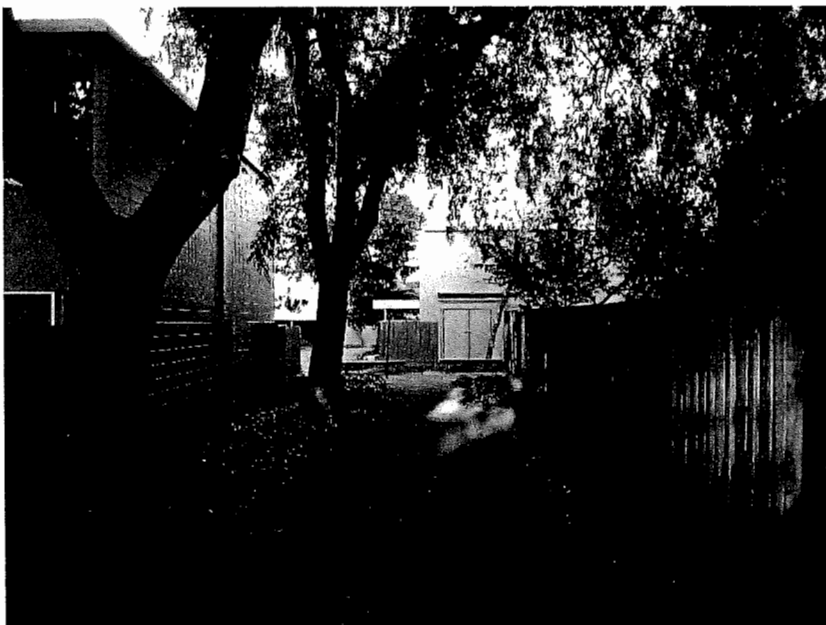
Pomeroy Green
Name of Property

Santa Clara, California
County and State

Photo 5 Building 10 north (left) and west (right) elevations with typical fireplace chimney, camera facing southeast



Photo 6 Walkway between Buildings 10 and 13, Building 10 west and south elevations (left), Building 11 west elevation with replacement utility box (middle), Building 13 north elevation (right), camera facing east



Pomeroy Green
Name of Property

Santa Clara, California
County and State

Photo 7 Building 12 east elevation, camera facing west



Photo 8 Building 14 east façade, camera facing northwest



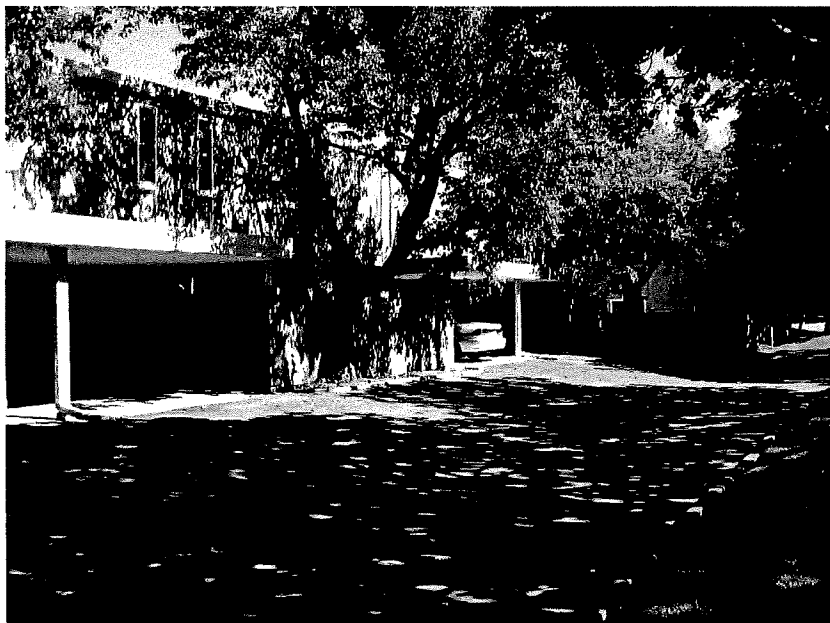
Pomeroy Green
Name of Property

Santa Clara, California
County and State

Photo 9 Building 15 north façade, camera facing south



Photo 10 Building 16 south elevation, camera facing northeast



Pomeroy Green
Name of Property

Santa Clara, California
County and State

Photo 11 Clubhouse (right), Building Five east elevation (left), camera facing northwest



Photo 12 Path from public sidewalk, Building 15 east elevation (left), Building 14 east façade (middle), Building 12 south elevation (right), camera facing northwest



Pomeroy Green
Name of Property

Santa Clara, California
County and State

Photo 13 Building 6 north façade, mature landscaping, camera facing southwest

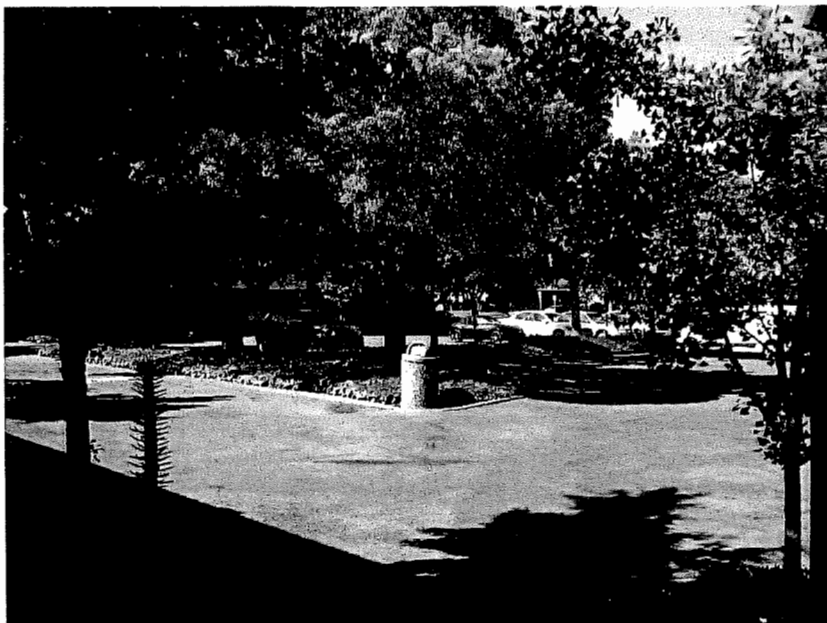
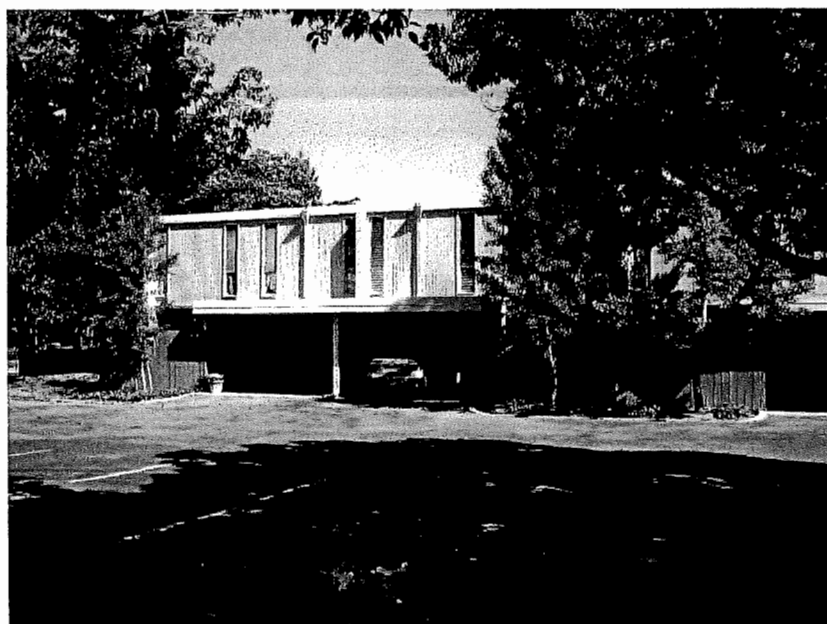


Photo 14 Building 4 south façade, camera facing northwest



Pomeroy Green
Name of Property

Santa Clara, California
County and State

Photo 15 Building 16 south façade, camera facing north



Photo 16 Clubhouse interior with view of pool, Building 10 west elevation (left background), Building 13 north elevation (right background), camera facing southeast



Pomeroy Green
Name of Property

Santa Clara, California
County and State

Photo 17 Basketball court, Building 3 west elevation (left), Building 5 south elevation (middle), Building 4 east elevation (right), camera facing south



Photo 18 Park, surrounded by Building 6 south elevation (left), Building 13 west elevation (middle far background), Building 14 west elevation (right), camera facing east
[NOTE: 1075 Pomeroy Ave further right, outside frame]



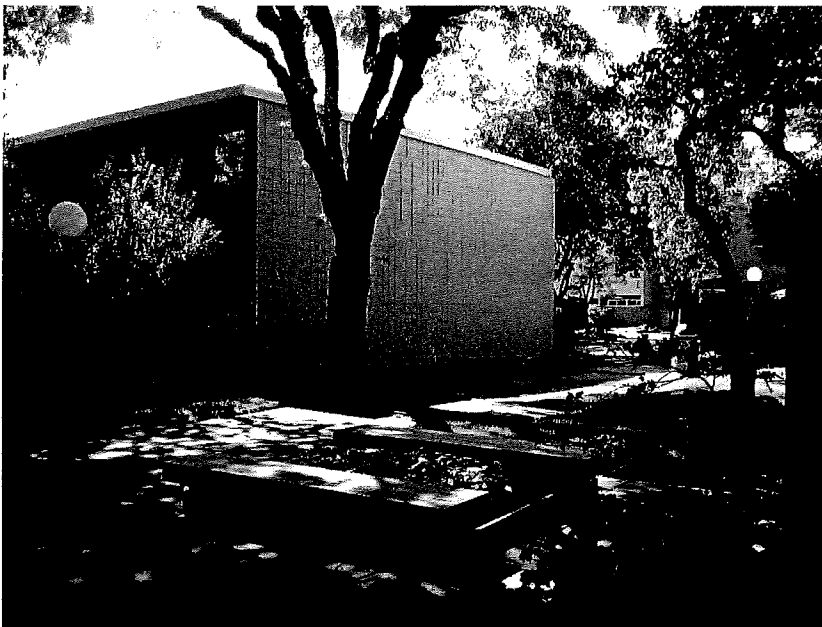
Pomeroy Green
Name of Property

Santa Clara, California
County and State

Photo 19 Building 10 west elevation (right) with walkway between Building 10 and pool, Building 3 south elevation (background), camera facing northeast



Photo 20 Walkway with benches between Buildings 6 and 13, Building 13 north and east elevations (left), Building 15 north façade (middle far background), Building 14 north elevation (right), camera facing southeast



Pomeroy Green
Name of Property

Santa Clara, California
County and State

Photo 21 Walkway between pool and Building 13, Building 11 west elevation (far background), camera facing east



Photo 22 Building 15 north façade (left), Building 14 west façade (right, obscured by trees), mature landscaping, camera facing southwest



Pomeroy Green
Name of Property

Santa Clara, California
County and State

Photo 23 Building 14 east façade (left), Building 15 south elevation (right), mature landscape, camera facing west



Photo 24 Building 10 west (left) and south (right) elevations, camera facing northeast



Pomeroy Green
Name of Property

Santa Clara, California
County and State

Photo 25 Building 16 south façade (left) and east elevation (right), camera facing northwest



Photo 26 Representative townhouse living room, camera facing southeast



Pomeroy Green
Name of Property

Santa Clara, California
County and State

Photo 27 Building 13 south façade with vinyl-framed sliding-glass door and windows, camera facing north



Photo 28 Representative townhouse backyard, Building 5 in background, camera facing southwest



Pomeroy Green
Name of Property

Santa Clara, California
County and State

Photo 29 Representative townhouse living room and backyard, camera facing south



Photo 30 Building 5 north elevation (left), Building 4 east elevation with replacement utility box (right), camera facing west



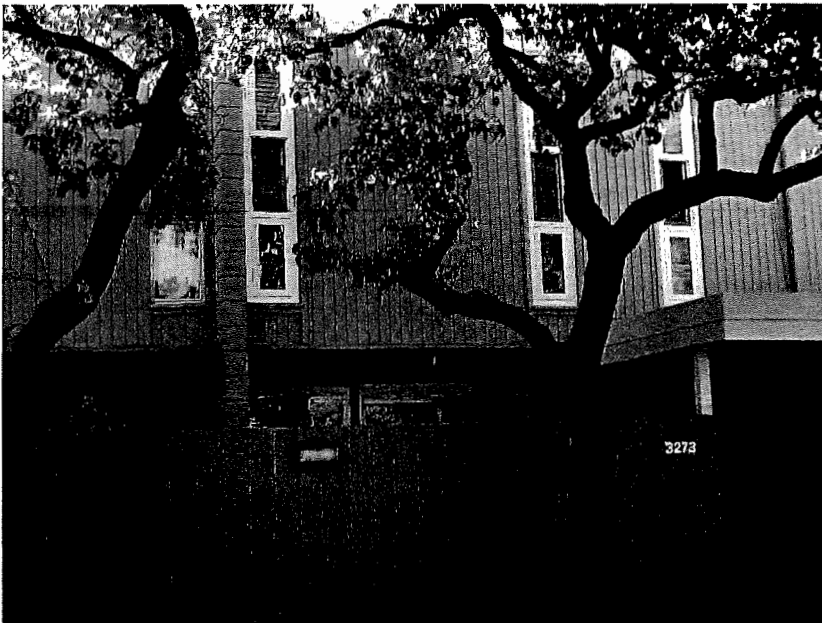
Pomeroy Green
Name of Property

Santa Clara, California
County and State

Photo 31 Building 14 west elevation with original aluminum framed windows (left) and replacement vinyl framed (right) windows, camera facing northeast



Photo 32 Building 14 east façade with original aluminum framed windows (left) and replacement vinyl framed windows (right), camera facing west



Pomeroy Green
Name of Property

Santa Clara, California
County and State

Photo 33 Building 13 south façade with replacement raised panel front door with fanlight, vinyl framed side light and sliding glass door, camera facing north



Photo 34 Building 16 east elevation with original gas meter box, camera facing southwest



NATIONAL REGISTER BULLETIN

Technical information on the the National Register of Historic Places:
survey, evaluation, registration, and preservation of cultural resources



U.S. Department of the Interior
National Park Service
Cultural Resources
National Register, History and Education

How to Apply the National Register Criteria for Evaluation



The mission of the Department of the Interior is to protect and provide access to our Nation's natural and cultural heritage and honor our trust responsibilities to tribes.

The National Park Service preserves unimpaired the natural and cultural resources and values of the National Park System for the enjoyment, education, and inspiration of this and future generations. The Park Service cooperates with partners to extend the benefits of natural and cultural resource conservation and outdoor recreation throughout this country and the world.

This material is partially based upon work conducted under a cooperative agreement with the National Conference of State Historic Preservation Officers and the U.S. Department of the Interior.

Date of publication: 1990; revised 1991, 1995, 1997. Revised for Internet 1995.

Cover

*(Top Left) **Criterion B - Frederick Douglass Home, Washington, D.C.** From 1877-1899, this was the home of Frederick Douglass, the former slave who rose to become a prominent author, abolitionist, editor, orator, and diplomat. (Walter Smalling, Jr.)*

*(Top Right) **Criterion D - Francis Canyon Ruin, Blanco vicinity, Rio Arriba County, New Mexico.** A fortified village site composed of 40 masonry-walled rooms arranged in a cluster of four house blocks. Constructed ca. 1716-1742 for protection against raiding Utes and Comanches, the site has information potential related to Navajo, Pueblo, and Spanish cultures. (Jon Samuelson)*

*(Bottom Left) **Criterion C - Bridge in Cherrytree Township, Venango County, Pennsylvania.** Built in 1882, this Pratt through truss bridge is significant for engineering as a well preserved example of a type of bridge frequently used in northwestern Pennsylvania in the late 19th century. (Pennsylvania Department of Transportation)*

*(Bottom Right) **Criterion A - Main Street/Market Square Historic District, Houston, Harris County, Texas.** Until well into the 20th century this district marked the bounds of public and business life in Houston. Constructed between the 1870s and 1920s, the district includes Houston's municipal and county buildings, and served as the city's wholesale, retail, and financial center. (Paul Hester)*

PREFACE

Preserving historic properties as important reflections of our American heritage became a national policy through passage of the Antiquities Act of 1906, the Historic Sites Act of 1935, and the National Historic Preservation Act of 1966, as amended. The Historic Sites Act authorized the Secretary of the Interior to identify and recognize properties of national significance (National Historic Landmarks) in United States history and archeology. The National Historic Preservation Act of 1966 authorized the Secretary to expand this recognition to properties of local and State significance in American history, architecture, archeology, engineering, and culture, and worthy of preservation. The National Register of Historic Places is the official list of these recognized properties, and is maintained and expanded by the National Park Service on behalf of the Secretary of the Interior.¹

The National Register of Historic Places documents the appearance and importance of districts, sites, buildings, structures, and objects signifi-

cant in our prehistory and history. These properties represent the major patterns of our shared local, State, and national experience. To guide the selection of properties included in the National Register, the National Park Service has developed the National Register Criteria for Evaluation. These criteria are standards by which every property that is nominated to the National Register is judged. In addition, the National Park Service has developed criteria for the recognition of nationally significant properties, which are designated National Historic Landmarks and prehistoric and historic units of the National Park System. Both these sets of criteria were developed to be consistent with the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*, which are uniform, national standards for preservation activities.²

This publication explains how the National Park Service applies these criteria in evaluating the wide range of properties that may be significant in local, State, and national history.

It should be used by anyone who must decide if a particular property qualifies for the National Register of Historic Places.

Listing properties in the National Register is an important step in a nationwide preservation process. The responsibility for the identification, initial evaluation, nomination, and treatment of historic resources lies with private individuals, State historic preservation offices, and Federal preservation offices, local governments, and Indian tribes. The final evaluation and listing of properties in the National Register is the responsibility of the Keeper of the National Register.

This bulletin was prepared by staff of the National Register Branch, Interagency Resources Division, National Park Service, with the assistance of the History Division. It was originally issued in draft form in 1982. The draft was revised into final form by Patrick W. Andrus, Historian, National Register, and edited by Rebecca H. Shrimpton, Consulting Historian.

Beth L. Savage, National Register and Sarah Dillard Pope, National Register, NCSHPO coordinated the latest revision of this bulletin. Antionette J. Lee, Tanya Gossett, and Kira Badamo coordinated earlier revisions.

¹Properties listed in the National Register receive limited Federal protection and certain benefits. For more information concerning the effects of listing, and how the National Register may be used by the general public and Certified Local Governments, as well as by local, State, and Federal agencies, and for copies of National Register Bulletins, contact the National Park Service, National Register, 1849 C Street, NW, NC400, Washington, D.C., 20240. Information may also be obtained by visiting the National Register Web site at www.cr.nps.gov/nr or by contacting any of the historic preservation offices in the States and territories.

²The *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation* are found in the *Federal Register*, Vol. 48, No. 190 (Thursday, September 29, 1983). A copy can be obtained by writing the National Park Service, Heritage Preservation Services (at the address above).

TABLE OF CONTENTS

Preface	i
I. Introduction	1
II. National Register Criteria for Evaluation	2
III. How to Use this Bulletin to Evaluate a Property	3
IV. How to Define Categories of Historic Properties	4
Building	4
Structure	4
Object	5
Site	5
District	5
Concentration, Linkage, & Continuity of Features	5
Significance	5
Types of Features	5
Geographical Boundaries	6
Discontiguous Districts	6
V. How to Evaluate a Property Within its Historic Context	7
Understanding Historic Contexts	7
How to Evaluate a Property Within Its Historic Context	7
Properties Significant Within More Than one Historic Context	9
Comparing Related Properties	9
Local, State, and National Historic Contexts	9
VI. How to Identify the Type of Significance of a Property	11
Introduction	11
Criterion A: Event	12
Understanding Criterion A	12
Applying Criterion A	12
Types of Events	12
Association of the Property with the Events	12
Significance of the Association	12
Traditional Cultural Values	13
Criterion B: Person	14
Understanding Criterion B	14
Applying Criterion B	15
Significance of the Individual	15
Association with the Property	15
Comparison to Related Properties	15
Association with Groups	15
Association with Living Persons	16
Association with Architects/Artisans	16
Native American Sites	16
Criterion C: Design/Construction	17
Understanding Criterion C	17
Applying Criterion C	18

Distinctive Characteristics of Type, Period, and Method of Construction	18
Historic Adaptation of the Original Property	19
Works of a Master	20
Properties Possessing High Artistic Values	20
Criterion D: Information Potential	21
Understanding Criterion D	21
Applying Criterion D	21
Archeological Sites	21
Buildings, Structures, and Objects	21
Association with Human Activity	22
Establishing a Historic Context	22
Developing Research Questions	22
Establishing the Presence of Adequate Data	23
Integrity	23
Partly Excavated or Disturbed Properties	23
Completely Excavated Sites	24
VII. How to Apply the Criteria Considerations	25
Introduction	25
Criteria Consideration A: Religious Properties	26
Understanding Criteria Consideration A	26
Applying Criteria Consideration A	26
Eligibility for Historic Events	26
Eligibility for Historic Persons	27
Eligibility for Architectural or Artistic Distinction	28
Eligibility for Information Potential	28
Ability to Reflect Historic Associations	28
Criteria Consideration B: Moved Properties	29
Understanding Criteria Consideration B	29
Applying Criteria Consideration B	29
Eligibility for Architectural Value	29
Eligibility for Historic Associations	30
Setting and Environment	30
Association Dependent on the Site	30
Properties Designed to Be Moved	31
Artificially Created Groupings	31
Portions of Properties	31
Criteria Consideration C: Birthplaces and Graves	32
Understanding Criteria Consideration C	32
Applying Criteria Consideration C	32
Persons of Outstanding Importance	32
Last Surviving Property Associated with a Person	32
Eligibility for Other Associations	33
Criteria Consideration D: Cemeteries	34
Understanding Criteria Consideration D	34
Applying Criteria Consideration D	34
Persons of Transcendent Importance	34
Eligibility on the Basis of Age	35
Eligibility for Design	35
Eligibility for Association with Events	35
Eligibility for Information Potential	35
Integrity	36
National Cemeteries	36
Criteria Consideration E: Reconstructed Properties	37
Understanding Criteria Consideration E	37
Applying Criteria Consideration E	37
Accuracy of the Reconstruction	37
Suitable Environment	37
Restoration Master Plans	38

Last Surviving Property of a Type	38
Reconstructions Older than Fifty Years	38
Criteria Consideration F: Commemorative Properties	39
Understanding Criteria Consideration F	39
Applying Criteria Consideration F	39
Eligibility for Design	39
Eligibility for Age, Tradition, or Symbolic Value	40
Ineligibility as the Last Representative of an Event or Person	40
Criteria Consideration G: Properties that Have Achieved Significance Within the Past Fifty Years	41
Understanding Criteria Consideration G	41
Applying Criteria Consideration G	42
Eligibility for Exceptional Importance	42
Historical Perspective	42
National Park Service Rustic Architecture	42
Veterans Administration Hospitals	42
Comparison with Related Properties	42
World War II Properties	42
Eligibility for Information Potential	43
Historic Districts	43
Properties Over Fifty Years in Age, Under Fifty Years in Significance	43
Requirement to Meet the Criteria, Regardless of Age	43
VIII. How to Evaluate the Integrity of a Property	44
Introduction	44
Understanding the Aspects of Integrity	44
Location	44
Design	44
Setting	44
Materials	45
Workmanship	45
Feeling	45
Association	45
Assessing Integrity in Properties	45
Defining the Essential Physical Features	46
Visibility of the Physical Features	46
Comparing Similar Properties	47
Determining the Relevant Aspects of Integrity	48
IX. Summary of the National Historic Landmarks Criteria for Evaluation	50
X. Glossary	53
XI. List of National Register Bulletins	54

I. INTRODUCTION

The National Register is the nation's inventory of historic places and the national repository of documentation on the variety of historic property types, significance, abundance, condition, ownership, needs, and other information. It is the beginning of a national census of historic properties. The National Register Criteria for Evaluation define the scope of the National Register of Historic Places; they identify the range of resources and kinds of significance that will qualify properties for listing in the National Register. The Criteria are written broadly to recognize the wide variety of historic properties associated with our prehistory and history.

Decisions concerning the significance, historic integrity, documentation, and treatment of properties can be made reliably only when the resource is evaluated within its historic context. The historic context serves as the framework within which the National Register Criteria are applied to specific properties or property types. (See *Part V* for a brief discussion of

historic contexts. Detailed guidance for developing and applying historic contexts is contained in *National Register Bulletin: How to Complete the National Register Registration Form* and *National Register Bulletin: How to Complete the National Register Multiple Property Documentation Form*.)

The guidelines provided here are intended to help you understand the National Park Service's use of the Criteria for Evaluation, historic contexts, integrity, and Criteria Considerations, and how they apply to properties under consideration for listing in the National Register. Examples are provided throughout, illustrating specific circumstances in which properties are and are not eligible for the National Register. This bulletin should be used by anyone who is:

- Preparing to nominate a property to the National Register,
- Seeking a determination of a property's eligibility,
- Evaluating the comparable significance of a property to those listed in the National Register, or
- Expecting to nominate a property as a National Historic Landmark in addition to nominating it to the National Register.

This bulletin also contains a summary of the National Historic Landmarks Criteria for Evaluation (see *Part IX*). National Historic Landmarks are those districts, sites, buildings, structures, and objects designated by the Secretary of the Interior as possessing national significance in American history, architecture, archeology, engineering, and culture. Although National Register documentation includes a recommendation about whether a property is significant at the local, State, or national level, the only official designation of national significance is as a result of National Historic Landmark designation by the Secretary of the Interior, National Monument designation by the President of the United States, or establishment as a unit of the National Park System by Congress. These properties are automatically listed in the National Register.

II. THE NATIONAL REGISTER CRITERIA FOR EVALUATION

CRITERIA FOR EVALUATION:³

The quality of significance in American history, architecture, archeology, engineering, and culture is present in districts, sites, buildings, structures, and objects that possess integrity of location, design, setting, materials, workmanship, feeling, and association, and:

- A. That are associated with events that have made a significant contribution to the broad patterns of our history; or
- B. That are associated with the lives of persons significant in our past; or
- C. That embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or
- D. That have yielded, or may be likely to yield, information important in prehistory or history.

CRITERIA CONSIDERATIONS:

Ordinarily cemeteries, birthplaces, or graves of historical figures, properties owned by religious institutions or used for religious purposes, structures that have been moved from their original locations, reconstructed historic buildings, properties primarily commemorative in nature, and properties that have achieved significance within the past 50 years shall not be considered eligible for the National Register. However, such properties *will qualify* if they are integral parts of districts that do meet the criteria or if they fall within the following categories:

- a. A religious property deriving primary significance from architectural or artistic distinction or historical importance; or
- b. A building or structure removed from its original location but which is significant primarily for architectural value, or which is the surviving structure most importantly associated with a historic person or event; or

- c. A birthplace or grave of a historical figure of outstanding importance if there is no appropriate site or building directly associated with his or her productive life; or
- d. A cemetery which derives its primary significance from graves of persons of transcendent importance, from age, from distinctive design features, or from association with historic events; or
- e. A reconstructed building when accurately executed in a suitable environment and presented in a dignified manner as part of a restoration master plan, and when no other building or structure with the same association has survived; or
- f. A property primarily commemorative in intent if design, age, tradition, or symbolic value has invested it with its own exceptional significance; or
- g. A property achieving significance within the past 50 years if it is of exceptional importance.

³The Criteria for Evaluation are found in the *Code of Federal Regulations, Title 36, Part 60*, and are reprinted here in full.

III. HOW TO USE THIS BULLETIN TO EVALUATE A PROPERTY

For a property to qualify for the National Register it must meet one of the National Register Criteria for Evaluation by:

- **Being associated with an important historic context** *and*
- **Retaining historic integrity of those features necessary to convey its significance.**

Information about the property based on physical examination and documentary research is necessary to evaluate a property's eligibility for the National Register. Evaluation of a property is most efficiently made when following this sequence:

1. Categorize the property (Part IV).
A property must be classified as

a district, site, building, structure, or object for inclusion in the National Register.

2. **Determine which prehistoric or historic context(s) the property represents** (Part V). A property must possess significance in American history, architecture, archeology, engineering, or culture when evaluated within the historic context of a relevant geographic area.
3. Determine whether the property is significant under the National Register Criteria (Part VI). This is done by identifying the links to important events or persons, design or construction features, or information potential that make the property important.

4. Determine if the property represents a type usually excluded from the National Register (Part VII). If so, determine if it meets any of the Criteria Considerations.

5. Determine whether the property retains integrity (Part VIII). Evaluate the aspects of location, design, setting, workmanship, materials, feeling, and association that the property must retain to convey its historic significance.

If, after completing these steps, the property appears to qualify for the National Register, the next step is to prepare a written nomination. (Refer to *National Register Bulletin: How to Complete the National Register Registration Form*.)

IV. HOW TO DEFINE CATEGORIES OF HISTORIC PROPERTIES

The National Register of Historic Places includes significant properties, classified as buildings, sites, districts, structures, or objects. It is not used to list intangible values, except in so far as they are associated with or reflected by historic properties. The National Register does not list cultural events, or skilled or talented individuals, as is done in some countries. Rather, the National Register is oriented to recognizing physically concrete properties that are relatively fixed in location.

For purposes of National Register nominations, small groups of properties are listed under a single category, using the primary resource. For example, a city hall and fountain would be categorized by the city hall (building), a farmhouse with two outbuildings would be categorized by the farmhouse (building), and a city park with a gazebo would be categorized by the park (site). Properties with large acreage or a number of resources are usually considered districts. Common sense and reason should dictate the selection of categories.

BUILDING

A building, such as a house, barn, church, hotel, or similar construction, is created principally to shelter any form of human activity. "Building" may also be used to refer to a historically and functionally related unit, such as a courthouse and jail or a house and barn.

Buildings eligible for the National Register must include all of their basic structural elements. Parts of buildings, such as interiors, facades, or wings, are not eligible independent of the rest of the existing building. The

whole building must be considered, and its significant features must be identified.

If a building has lost any of its basic structural elements, it is usually considered a "ruin" and is categorized as a site.

Examples of buildings include:

*administration building
carriage house
church
city or town hall
courthouse
detached kitchen, barn, and privy
dormitory
fort
garage
hotel
house
library
mill building
office building
post office
school
social hall
shed
stable
store
theater
train station*

STRUCTURE

The term "structure" is used to distinguish from buildings those functional constructions made usually for purposes other than creating human shelter.

Structures nominated to the National Register must include all of the extant basic structural elements. Parts of structures can not be considered eligible if the whole structure remains. For example, a truss bridge is composed of the metal or wooden truss, the abutments, and supporting

piers, all of which, if extant, must be included when considering the property for eligibility.

If a structure has lost its historic configuration or pattern of organization through deterioration or demolition, it is usually considered a "ruin" and is categorized as a site.

Examples of structures include:

*aircraft
apiary
automobile
bandstand
boats and ships
bridge
cairn
canal
carousel
corncrib
dam
earthwork
fence
gazebo
grain elevator
highway
irrigation system
kiln
lighthouse
railroad grade
silo
trolley car
tunnel
windmill*

OBJECT

The term “object” is used to distinguish from buildings and structures those constructions that are primarily artistic in nature or are relatively small in scale and simply constructed. Although it may be, by nature or design, movable, an object is associated with a specific setting or environment.

Small objects not designed for a specific location are normally not eligible. Such works include transportable sculpture, furniture, and other decorative arts that, unlike a fixed outdoor sculpture, do not possess association with a specific place.

Objects should be in a setting appropriate to their significant historic use, roles, or character. Objects relocated to a museum are inappropriate for listing in the National Register.

Examples of objects include:

*boundary marker
fountain
milepost
monument
sculpture
statuary*

SITE

A site is the location of a significant event, a prehistoric or historic occupation or activity, or a building or structure, whether standing, ruined, or vanished, where the location itself possesses historic, cultural, or archeological value regardless of the value of any existing structure.

A site can possess associative significance or information potential or both, and can be significant under any or all of the four criteria. A site need not be marked by physical remains if it is the location of a prehistoric or historic event or pattern of events and if no buildings, structures, or objects marked it at the time of the events. However, when the location of a prehistoric or historic event cannot be conclusively determined because no other cultural materials were present or survive, documentation must be carefully evaluated to determine whether the traditionally recognized or identified site is accurate.

A site may be a natural landmark strongly associated with significant prehistoric or historic events or patterns of events, if the significance of the natural feature is well documented through scholarly research. Generally, though, the National Register excludes from the definition of “site” natural waterways or bodies of water that served as determinants in the location of communities or were significant in the locality’s subsequent economic development. While they may have been “avenues of exploration,” the features most appropriate to document this significance are the properties built in association with the waterways.

Examples of sites include:

*battlefield
campsite
cemeteries significant for information
potential or historic association
ceremonial site
designed landscape
habitation site
natural feature (such as a rock formation)
having cultural significance
petroglyph
rock carving
rock shelter
ruins of a building or structure
shipwreck
trail
village site*

DISTRICT

A district possesses a significant concentration, linkage, or continuity of sites, buildings, structures, or objects united historically or aesthetically by plan or physical development.

CONCENTRATION, LINKAGE, & CONTINUITY OF FEATURES

A district derives its importance from being a unified entity, even though it is often composed of a wide variety of resources. The identity of a district results from the interrelationship of its resources, which can convey a visual sense of the overall historic environment or be an arrangement of historically or functionally related properties. For example, a district can reflect one principal activity, such as a mill or a ranch, or it can encompass several interrelated activities, such as an area that includes industrial, residential, or

commercial buildings, sites, structures, or objects. A district can also be a grouping of archeological sites related primarily by their common components; these types of districts often will not visually represent a specific historic environment.

SIGNIFICANCE

A district must be significant, as well as being an identifiable entity. It must be important for historical, architectural, archeological, engineering, or cultural values. Therefore, districts that are significant will usually meet the last portion of Criterion C plus Criterion A, Criterion B, other portions of Criterion C, or Criterion D.

TYPES OF FEATURES

A district can comprise both features that lack individual distinction and individually distinctive features that serve as focal points. It may even be considered eligible if all of the components lack individual distinction, provided that the grouping achieves significance as a whole within its historic context. In either case, the majority of the components that add to the district’s historic character, even if they are individually undistinguished, must possess integrity, as must the district as a whole.

A district can contain buildings, structures, sites, objects, or open spaces that do not contribute to the significance of the district. The number of noncontributing properties a district can contain yet still convey its sense of time and place and historical development depends on how these properties affect the district’s integrity. In archeological districts, the primary factor to be considered is the effect of any disturbances on the information potential of the district as a whole.

GEOGRAPHICAL BOUNDARIES

A district must be a definable geographic area that can be distinguished from surrounding properties by changes such as density, scale, type, age, style of sites, buildings, structures, and objects, or by documented differences in patterns of historic development or associations. It is seldom defined, however, by the limits of current parcels of ownership, management, or planning boundaries. The boundaries must be based upon a shared relationship among the properties constituting the district.

DISCONTIGUOUS DISTRICTS

A district is usually a single geographic area of contiguous historic properties; however, a district can also be composed of two or more definable significant areas separated by nonsignificant areas. A discontinuous district is most appropriate where:

- Elements are spatially discrete;
- Space between the elements is not related to the significance of the district; and
- Visual continuity is not a factor in the significance.

In addition, a canal can be treated as a discontinuous district when the system consists of man-made sections of canal interspersed with sections of river navigation. For scattered archeological properties, a discontinuous district is appropriate when the deposits are related to each other through cultural affiliation, period of use, or site type.

It is not appropriate to use the discontinuous district format to include an isolated resource or small group of resources which were once connected to the district, but have since been separated either through demolition or new construction. For example, do not use the discontinuous district format to nominate individual buildings of a downtown commercial district that have become isolated through demolition.

Examples of districts include:

*business districts
canal systems
groups of habitation sites
college campuses
estates and farms with large acreage/
numerous properties
industrial complexes
irrigation systems
residential areas
rural villages
transportation networks
rural historic districts*



Ordeman-Shaw Historic District, Montgomery, Montgomery County, Alabama. Historic districts derive their identity from the interrelationship of their resources. Part of the defining characteristics of this 19th century residential district in Montgomery, Alabama, is found in the rhythmic pattern of the rows of decorative porches. (Frank L. Thierrnonge, III)

V. HOW TO EVALUATE A PROPERTY WITHIN ITS HISTORIC CONTEXT

UNDERSTANDING HISTORIC CONTEXTS

To qualify for the National Register, a property must be significant; that is, it must represent a significant part of the history, architecture, archeology, engineering, or culture of an area, and it must have the characteristics that make it a good representative of properties associated with that aspect of the past. This section explains how to evaluate a property within its historic context.

The significance of a historic property can be judged and explained only when it is evaluated within its historic context. Historic contexts are those patterns or trends in history by which a specific occurrence, property, or site is understood and its meaning (and ultimately its significance) within history or prehistory is made clear. Historians, architectural historians, folklorists, archeologists, and anthropologists use different words to describe this phenomena such as trend, pattern, theme, or cultural affiliation, but ultimately the concept is the same.

The concept of historic context is not a new one; it has been fundamental to the study of history since the 18th century and, arguably, earlier than that. Its core premise is that resources, properties, or happenings in history do not occur in a vacuum but rather are part of larger trends or patterns.

In order to decide whether a property is significant within its historic context, the following five things must be determined:

- The facet of prehistory or history of the local area, State, or the nation that the property represents;
- Whether that facet of prehistory or history is significant;
- Whether it is a type of property that has relevance and importance in illustrating the historic context;
- How the property illustrates that history; and finally
- Whether the property possesses the physical features necessary to convey the aspect of prehistory or history with which it is associated.

These five steps are discussed in detail below. If the property being evaluated does represent an important aspect of the area's history or prehistory *and* possesses the requisite quality of integrity, then it qualifies for the National Register.

HOW TO EVALUATE A PROPERTY WITHIN ITS HISTORIC CONTEXT

Identify what the property represents: the theme(s), geographical limits, and chronological period that provide a perspective from which to evaluate the property's significance.

Historic contexts are historical patterns that can be identified through consideration of the history of the property and the history of the surrounding area. Historic contexts may have already been defined in your area by the State historic preservation office, Federal agencies, or local governments. In accordance with the National Register Criteria, the historic context may relate to one of the following:

- An event, a series of events or activities, or patterns of an area's development (Criterion A);
- Association with the life of an important person (Criterion B);
- A building form, architectural style, engineering technique, or artistic values, based on a stage of physical development, or the use of a material or method of construction that shaped the historic identity of an area (Criterion C); or
- A research topic (Criterion D).

⁴ For a complete discussion of historic contexts, see *National Register Bulletin: Guidelines for Completing National Register of Historic Places Registration Forms*.

Determine how the theme of the context is significant in the history of the local area, the State, or the nation.

A theme is a means of organizing properties into coherent patterns based on elements such as environment, social/ethnic groups, transportation networks, technology, or political developments that have influenced the development of an area during one or more periods of prehistory or history. A theme is considered significant if it can be demonstrated, through scholarly research, to be important in American history. Many significant themes can be found in the following list of Areas of Significance used by the National Register.

AREAS OF SIGNIFICANCE

Agriculture
Architecture
Archeology
 Prehistoric
 Historic—Aboriginal
 Historic—Non-Aboriginal
Art
Commerce
Communications
Community Planning and Development
Conservation
Economics
Education
Engineering
Entertainment/Recreation
Ethnic Heritage
 Asian
 Black
 European
 Hispanic
 Native American
 Pacific Islander
 Other
Exploration/Settlement
Health/Medicine
Industry
Invention
Landscape Architecture
Law
Literature
Maritime History
Military
Performing Arts
Philosophy
Politics/Government
Religion
Science
Social History
Transportation
Other

Determine what the property type is and whether it is important in illustrating the historic context.

A context may be represented by a variety of important property types. For example, the context of "Civil War Military Activity in Northern Virginia" might be represented by such properties as: a group of mid-19th century fortification structures; an open field where a battle occurred; a knoll from which a general directed troop movements; a sunken transport ship; the residences or public buildings that served as company headquarters; a railroad bridge that served as a focal point for a battle; and earthworks exhibiting particular construction techniques.

Because a historic context for a community can be based on a distinct period of development, it might include numerous property types. For example, the context "Era of Industrialization in Grand Bay, Michigan, 1875 - 1900" could be represented by important property types as diverse as sawmills, paper mill sites, salt refining plants, flour mills, grain elevators, furniture factories, workers housing, commercial buildings, social halls, schools, churches, and transportation facilities.

A historic context can also be based on a single important type of property. The context "Development of County Government in Georgia, 1777 - 1861" might be represented solely by courthouses. Similarly, "Bridge Construction in Pittsburgh, 1870 - 1920" would probably only have one property type.

Determine how the property represents the context through specific historic associations, architectural or engineering values, or information potential (the Criteria for Evaluation).

For example, the context of county government expansion is represented under Criterion A by historic districts or buildings that reflect population growth, development patterns, the role of government in that society, and political events in the history of the State, as well as the impact of county government on the physical development of county seats. Under Criterion C, the context is represented by properties whose architectural treatments reflect their governmental functions, both practically and symbolically. (See *Part VI: How to Identify the Type of Significance of a Property.*)

Determine what physical features the property must possess in order for it to reflect the significance of the historic context.

These physical features can be determined after identifying the following:

- Which types of properties are associated with the historic context,
- The ways in which properties can represent the theme, and
- The applicable aspects of integrity.

Properties that have the defined characteristics are eligible for listing. (See *Part VIII: How to Evaluate the Integrity of a Property.*)

PROPERTIES SIGNIFICANT WITHIN MORE THAN ONE HISTORIC CONTEXT

A specific property can be significant within one or more historic contexts, and, if possible, all of these should be identified. For example, a public building constructed in the 1830s that is related to the historic context of Civil War campaigns in the area might also be related to the theme of political developments in the community during the 1880s. A property is only required, however, to be documented as significant in one context.

COMPARING RELATED PROPERTIES

Properties listed in the National Register must possess significance when evaluated in the perspective of their historic context. Once the historic context is established and the property type is determined, it is not necessary to evaluate the property in question against other properties if:

- It is the sole example of a property type that is important in illustrating the historic context or
- It clearly possesses the defined characteristics required to strongly represent the context.

If these two conditions do not apply, then the property will have to be evaluated against other examples of the property type to determine its eligibility. The geographic level (local, State, or national) at which this evaluation is made is the same as the level of the historic context. (See *Part V: How to Evaluate a Property Within Its Historic Context*.)

LOCAL, STATE, AND NATIONAL HISTORIC CONTEXTS

Historic contexts are found at a variety of geographical levels or scales. The geographic scale selected may relate to a pattern of historical development, a political division, or a cultural area. Regardless of the scale, the historic context establishes the framework from which decisions about the significance of related properties can be made.

LOCAL HISTORIC CONTEXTS

A local historic context represents an aspect of the history of a town, city, county, cultural area, or region, or any portions thereof. It is defined by the importance of the property, not necessarily the physical location of the property. For instance, if a property is of a type found throughout a State, or its boundaries extend over two States, but its importance relates only to a particular county, the property would be considered of local significance.

The level of context of archeological sites significant for their information potential depends on the scope of the applicable research design. For example, a Late Mississippian village site may yield information in a research design concerning one settlement system on a regional scale, while in another research design it may reveal information of local importance concerning a single group's stone tool manufacturing techniques or house forms. It is a question of how the available information potential is likely to be used.

STATE HISTORIC CONTEXTS

Properties are evaluated in a State context when they represent an aspect of the history of the State as a whole (or American Samoa, the District of Columbia, the Commonwealth of the Northern Mariana Islands, Guam, Puerto Rico, or the Virgin Islands). These properties do not necessarily have to belong to property types

found throughout the entire State: they can be located in only a portion of the State's present political boundary. It is the property's historic context that must be important statewide. For example, the "cotton belt" extends through only a portion of Georgia, yet its historical development in the antebellum period affected the entire State. These State historic contexts may have associated properties that are statewide or locally significant representations. A cotton gin in a small town might be a locally significant representation of this context, while one of the largest cotton producing plantations might be of State significance.

A property whose historic associations or information potential appears to extend beyond a single local area might be significant at the State level. A property can be significant to more than one community or local area, however, without having achieved State significance.

A property that overlaps several State boundaries can possibly be significant to the State or local history of each of the States. Such a property is not necessarily of national significance, however, nor is it necessarily significant to all of the States in which it is located.

Prehistoric sites are not often considered to have "State" significance, per se, largely because States are relatively recent political entities and usually do not correspond closely to Native American political territories or cultural areas. Numerous sites, however, may be of significance to a large region that might geographically encompass parts of one, or usually several, States. Prehistoric resources that might be of State significance include regional sites that provide a diagnostic assemblage of artifacts for a particular cultural group or time period or that provide chronological control (specific dates or relative order in time) for a series of cultural groups.

NATIONAL HISTORIC CONTEXTS

Properties are evaluated in a national context when they represent an aspect of the history of the United States and its territories as a whole. These national historic contexts may have associated properties that are locally or statewide significant representations, as well as those of national significance.

Properties designated as nationally significant and listed in the National Register are the prehistoric and historic units of the National Park System and those properties that have been designated National Historic Landmarks. The National Historic Landmark criteria are the standards for nationally significant properties; they are found in the *Code of Federal*

Regulations, Title 36, Part 65 and are summarized in this bulletin in *Part IX: Summary of National Historic Landmarks Criteria for Evaluation*.

A property with national significance helps us understand the history of the nation by illustrating the nationwide impact of events or persons associated with the property, its architectural type or style, or information potential. It must be of exceptional value in representing or illustrating an important theme in the history of the nation.

Nationally significant properties do not necessarily have to belong to a property type found throughout the entire country: they can be located in only a portion of the present political boundaries. It is their historic context that must be important nationwide. For example, the American Civil War

was fought in only a portion of the United States, yet its impact was nationwide. The site of a small military skirmish might be a locally significant representation of this national context, while the capture of the State's largest city might be a statewide significant representation of the national context.

When evaluating properties at the national level for designation as a National Historic Landmark, please refer to the National Historic Landmarks outline, *History and Prehistory in the National Park System and the National Historic Landmarks Program 1987*. (For more information about the National Historic Landmarks program, please write to the Department of the Interior, National Park Service, National Historic Landmarks, 1849 C Street, NW, NC400, Washington, DC 20240.)

VI. HOW TO IDENTIFY THE TYPE OF SIGNIFICANCE OF A PROPERTY

INTRODUCTION

When evaluated within its historic context, a property must be shown to be significant for *one or more of the four Criteria for Evaluation - A, B, C, or D* (listed earlier in *Part II*). The Criteria describe how properties are significant for their association with important events or persons, for their importance in design or construction, or for their information potential.

The basis for judging a property's significance and, ultimately, its eligibility under the Criteria is *historic context*. The use of historic context allows a property to be properly evaluated in a nearly infinite number of capacities. For instance, Criterion C: Design/Construction can accommodate properties representing construction types that are unusual or widely practiced, that are innovative or traditional, that are "high style" or vernacular, that are the work of a famous architect or an unknown master craftsman. *The key to determining whether the characteristics or associations of a particular property are significant is to consider the property within its historic context.*

After identifying the relevant historic context(s) with which the property is associated, the four Criteria are applied to the property. Within the scope of the historic context, the National Register Criteria define the kind of significance that the properties represent.

For example, within the context of "19th Century Gunpowder Production in the Brandywine Valley," Criterion A would apply to those properties associated with important events in the founding and development of the industry. Criterion B would apply to those properties associated with persons who are significant in the founding of the industry or associated with important inventions related to gunpowder manufacturing. Criterion C would apply to those buildings, structures, or objects whose architectural form or style reflect important design qualities integral to the industry. And Criterion D would apply to properties that can convey information important in our understanding of this industrial process. If a property qualifies under more than one of the Criteria, its significance under each should be considered, if possible, in order to identify all aspects of its historical value.

NATIONAL REGISTER CRITERIA FOR EVALUATION*

The National Register Criteria recognize different types of values embodied in districts, sites, buildings, structures, and objects. These values fall into the following categories:

Associative value (Criteria A and B): Properties significant for their association or linkage to events (Criterion A) or persons (Criterion B) important in the past.

Design or Construction value (Criterion C): Properties significant as representatives of the manmade expression of culture or technology.

Information value (Criterion D): Properties significant for their ability to yield important information about prehistory or history.

*For a complete listing of the Criteria for Evaluation, refer to Part II of this bulletin.

CRITERION A: EVENT

Properties can be eligible for the National Register if they are associated with events that have made a significant contribution to the broad patterns of our history.

UNDERSTANDING CRITERION A: EVENT

To be considered for listing under Criterion A, a property must be associated with one or more events important in the defined historic context. Criterion A recognizes properties associated with single events, such as the founding of a town, or with a pattern of events, repeated activities, or historic trends, such as the gradual rise of a port city's prominence in trade and commerce. The event or trends, however, must clearly be important within the associated context: settlement, in the case of the town, or development of a maritime economy, in the case of the port city. Moreover, the property must have an important association with the event or historic trends, and it must retain historic integrity. (See *Part V: How to Evaluate a Property Within its Historic Context.*)

Several steps are involved in determining whether a property is significant for its associative values:

- Determine the nature and origin of the property,
- Identify the historic context with which it is associated, and
- Evaluate the property's history to determine whether it is associated with the historic context in any important way.

APPLYING CRITERION A: EVENT

TYPES OF EVENTS

A property can be associated with either (or both) of two types of events:

- A specific event marking an important moment in American prehistory or history and
- A pattern of events or a historic trend that made a significant contribution to the development of a community, a State, or the nation.

Refer to the sidebar on the right for a list of specific examples.

ASSOCIATION OF THE PROPERTY WITH THE EVENTS

The property you are evaluating must be documented, through accepted means of historical or archeological research (including oral history), to have existed at the time of the event or pattern of events *and* to have been associated with those events. A property is *not* eligible if its associations are speculative. For archeological sites, well reasoned inferences drawn from data recovered at the site can be used to establish the association between the site and the events.

SIGNIFICANCE OF THE ASSOCIATION

Mere association with historic events or trends is not enough, in and of itself, to qualify under Criterion A: the property's specific association must be considered important as well. For example, a building historically in commercial use must be shown to have been significant in commercial history.

EXAMPLES OF PROPERTIES ASSOCIATED WITH EVENTS

Properties associated with specific events:

- *The site of a battle.*
- *The building in which an important invention was developed.*
- *A factory district where a significant strike occurred.*
- *An archeological site at which a major new aspect of prehistory was discovered, such as the first evidence of man and extinct Pleistocene animals being contemporaneous.*
- *A site where an important facet of European exploration occurred.*

Properties associated with a pattern of events:

- *A trail associated with western migration.*
- *A railroad station that served as the focus of a community's transportation system and commerce.*
- *A mill district reflecting the importance of textile manufacturing during a given period.*
- *A building used by an important local social organization.*
- *A site where prehistoric Native Americans annually gathered for seasonally available resources and for social interaction.*
- *A downtown district representing a town's growth as the commercial focus of the surrounding agricultural area.*

TRADITIONAL CULTURAL VALUES

Traditional cultural significance is derived from the role a property plays in a community's historically rooted beliefs, customs, and practices. Properties may have significance under Criterion A if they are associated with events, or series of events, significant to the cultural traditions of a community.⁵

Eligible

- A hilltop associated in oral historical accounts with the founding of an Indian tribe or society is eligible.
- A rural community can be eligible whose organization, buildings, or patterns of land use reflect the cultural traditions valued by its long-term residents.
- An urban neighborhood can be eligible as the traditional home of a particular cultural group and as a reflection of its beliefs and practices.

Not Eligible

- A site viewed as sacred by a recently established utopian or religious community does not have traditional cultural value and is not eligible.



Criterion A - The Old Brulay Plantation, Brownsville vicinity, Cameron county, Texas. Historically significant for its association with the development of agriculture in southeast Texas, this complex of 10 brick buildings was constructed by George N. Brulay, a French immigrant who introduced commercial sugar production and irrigation to the Rio Grande Valley. (Photo by Texas Historical Commission).

⁵For more information, refer to *National Register Bulletin: Guidelines for Evaluating and Documenting Traditional Cultural Properties*.

CRITERION B: PERSON

Properties may be eligible for the National Register if they are associated with the lives of persons significant in our past.

UNDERSTANDING CRITERION B: PERSON⁶

Criterion B applies to properties associated with individuals whose specific contributions to history can be identified and documented. Persons "significant in our past" refers to individuals whose activities are demonstrably important within a local, State, or national historic context. The criterion is generally restricted to those properties that illustrate (rather than commemorate) a person's important achievements. (The policy regarding commemorative properties, birthplaces, and graves is explained further in *Part VIII: How to Apply the Criteria Considerations*.)

Several steps are involved in determining whether a property is significant for its associative values under Criterion B. First, determine the importance of the individual. Second, ascertain the length and nature of his/her association with the property under study and identify the other properties associated with the individual. Third, consider the property under Criterion B, as outlined below.

EXAMPLES OF PROPERTIES ASSOCIATED WITH PERSONS

Properties associated with a Significant Person:

- The home of an important merchant or labor leader.
- The studio of a significant artist.
- The business headquarters of an important industrialist.



Criterion B - The William Whitney House, Hinsdale, DuPage County, Illinois. This building is locally significant for its historical association with William Whitney, the founder of the town of Hinsdale, Illinois. Whitney, a citizen of New York State, moved to Illinois, established the town, and while living here between 1870 and 1879 was a prominent local businessman and politician. (Photo by Frederick C. Cue).

⁶For further information on properties eligible under Criterion B, refer to *National Register Bulletin: Guidelines for Evaluating and Documenting Properties Associated with Significant Persons*.

APPLYING CRITERION B: PERSON

SIGNIFICANCE OF THE INDIVIDUAL

The persons associated with the property must be *individually* significant within a historic context. A property is not eligible if its only justification for significance is that it was owned or used by a person who is a member of an identifiable profession, class, or social or ethnic group. It must be shown that the person gained importance within his or her profession or group.

Eligible

- The residence of a doctor, a mayor, or a merchant is eligible under Criterion B if the person was significant in the field of medicine, politics, or commerce, respectively.

Not Eligible

- A property is not eligible under Criterion B if it is associated with an individual about whom no scholarly judgement can be made because either research has not revealed specific information about the person's activities and their impact, or there is insufficient perspective to determine whether those activities or contributions were historically important.

ASSOCIATION WITH THE PROPERTY

Properties eligible under Criterion B are usually those associated with a person's *productive* life, reflecting the time period when he or she achieved significance. In some instances this may be the person's home; in other cases, a person's business, office, laboratory, or studio may best represent his or her contribution. Properties that pre- or post-date an individual's significant accomplishments are usually not eligible. (See *Comparison to Related Properties*, below, for exceptions to this rule.)

The individual's association with the property must be documented by accepted methods of historical or archeological research, including written or oral history. Speculative associations are not acceptable. For archeological sites, well reasoned inferences drawn from data recovered at the site are acceptable.

COMPARISON TO RELATED PROPERTIES

Each property associated with an important individual should be compared to other associated properties to identify those that best represent the person's historic contributions. The best representatives usually are properties associated with the person's adult or *productive* life. Properties associated with an individual's formative or later years may also qualify if it can be demonstrated that the person's activities during this period were historically significant or if no properties from the person's productive years survives. Length of association is an important factor when assessing several properties with similar associations.

A community or State may contain several properties eligible for associations with the same important person, if each represents a different aspect of the person's productive life. A property can also be eligible if it has brief but consequential associations with an important individual. (Such associations are often related to specific events that occurred at the property and, therefore, it may also be eligible under Criterion A.)

ASSOCIATION WITH GROUPS

For properties associated with several community leaders or with a prominent family, it is necessary to identify specific individuals and to explain their significant accomplishments.

Eligible

- A residential district in which a large number of prominent or influential merchants, professionals, civic leaders, politicians, etc., lived will be eligible under Criterion B if the significance of one or more specific individual residents is explicitly justified.
- A building that served as the seat of an important family is eligible under Criterion B if the significant accomplishments of one or more individual family members is explicitly justified.

Not Eligible

- A residential district in which a large number of influential persons lived is not eligible under Criterion B if the accomplishments of a specific individual(s) cannot be documented. If the significance of the district rests in the cumulative importance of prominent residents, however, then the district might still be eligible under Criterion A. Eligibility, in this case, would be based on the broad pattern of community development, through which the neighborhood evolved into the primary residential area for this class of citizens.
- A building that served as the seat of an important family will not be eligible under Criterion B if the significant accomplishments of individual family members cannot be documented. In cases where a succession of family members have lived in a house and collectively have had a demonstrably significant impact on the community, as a family, the house is more likely to be significant under Criterion A for association with a pattern of events.

ASSOCIATION WITH LIVING PERSONS

Properties associated with living persons are usually not eligible for inclusion in the National Register. Sufficient time must have elapsed to assess both the person's field of endeavor and his/her contribution to that field. Generally, the person's active participation in the endeavor must be finished for this historic perspective to emerge. (See Criteria Considerations C and G in *Part VII: How to Apply the Criteria Considerations*.)

ASSOCIATION WITH ARCHITECTS/ARTISANS

Architects, artisans, artists, and engineers are often represented by their works, which are eligible under Criterion C. Their homes and studios, however, can be eligible for consideration under Criterion B, because these usually are the properties with which they are most personally associated.

NATIVE AMERICAN SITES

The known major villages of individual Native Americans who were important during the contact period or later can qualify under Criterion B. As with all Criterion B properties, the individual associated with the property must have made some specific important contribution to history. Examples include sites significantly associated with Chief Joseph and Geronimo.⁷

⁷ For more information, refer to *National Register Bulletin: Guidelines for Evaluating and Documenting Traditional Cultural Properties*.

CRITERION C: DESIGN/CONSTRUCTION

Properties may be eligible for the National Register if they embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction.



Richland Plantation, East Feliciana Parish, Louisiana. Properties can qualify under Criterion C as examples of high style architecture. Built in the 1830s, Richland is a fine example of a Federal style residence with a Greek Revival style portico. (Photo by Dave Gleason).

UNDERSTANDING CRITERION C: DESIGN/ CONSTRUCTION

This criterion applies to properties significant for their physical design or construction, including such elements as architecture, landscape architecture, engineering, and artwork. To be eligible under Criterion C, a property must meet *at least one* of the following requirements:

- Embody distinctive characteristics of a type, period, or method of construction.
- Represent the work of a master.
- Possess high artistic value.

- Represent a significant and distinguishable entity whose components may lack individual distinction.

The first requirement, that properties “embody the distinctive characteristics of a type, period, or method of construction,” refers to the way in which a property was conceived, designed, or fabricated by a people or culture in past periods of history. “The work of a master” refers to the technical or aesthetic achievements of an architect or craftsman. “High artistic values” concerns the expression of aesthetic ideals or preferences and applies to aesthetic achievement.

Resources “that represent a significant and distinguishable entity whose components may lack individual distinction” are called “districts.” In the Criteria for Evaluation (as published in the *Code of Federal Regulations* and reprinted here in Part II), districts are

defined within the context of Criterion C. Districts, however, can be considered for eligibility under all the Criteria, individually or in any combination, as is appropriate. For this reason, the full discussion of districts is contained in Part IV: *How to Define Categories of Historic Properties*. Throughout the bulletin, however, districts are mentioned within the context of a specific subject, such as an individual Criterion.



Grant Family House, Saco vicinity, York County, Maine. Properties possessing high artistic value meet Criterion C through the expression of aesthetic ideals or preferences. The Grant Family House, a modest Federal style residence, is significant for its remarkably well-preserved stenciled wall decorative treatment in the entry hall and parlor. Painted by an unknown artist ca. 1825, this is a fine example of 19th century New England regional artistic expression. (Photo by Kirk F. Mohney).

EXAMPLES OF PROPERTIES ASSOCIATED WITH DESIGN/ CONSTRUCTION

Properties associated with design and construction:

- A house or commercial building representing a significant style of architecture.
- A designed park or garden associated with a particular landscape design philosophy.
- A movie theater embodying high artistic value in its decorative features.
- A bridge or dam representing technological advances.

APPLYING CRITERION C: DESIGN/ CONSTRUCTION

DISTINCTIVE CHARACTERISTICS OF TYPE, PERIOD, AND METHOD OF CONSTRUCTION

This is the portion of Criterion C under which most properties are eligible, for it encompasses all architectural styles and construction practices. To be eligible under this portion of the Criterion, a property must clearly illustrate, through "distinctive characteristics," the following:

- The pattern of features common to a particular class of resources,
- The individuality or variation of features that occurs within the class,
- The evolution of that class, or
- The transition between classes of resources.

Distinctive Characteristics: "Distinctive characteristics" are the physical features or traits that commonly recur in individual types, periods, or methods of construction. To be eligible, a property must clearly contain enough of those characteristics to be considered a true representative of a particular type, period, or method of construction.

Characteristics can be expressed in terms such as form, proportion, structure, plan, style, or materials. They can be general, referring to ideas of design and construction such as basic plan or form, or they can be specific, referring to precise ways of combining particular kinds of materials.

Eligible

- A building eligible under the theme of Gothic Revival architecture must have the distinctive characteristics that make up the vertical and picturesque qualities of the style, such as pointed gables, steep roof pitch, board and batten siding, and ornamental bargeboard and veranda trim.
- A late Mississippian village that illustrates the important concepts in prehistoric community design and planning will qualify.
- A designed historic landscape will qualify if it reflects a historic trend or school of theory and practice, such as the City Beautiful Movement, evidencing distinguished design, layout, and the work of skilled craftsmanship.

Not Eligible

- A commercial building with some Art Deco detailing is not eligible under Criterion C if the detailing was added merely as an afterthought, rather than fully integrated with overall lines and massing typical of the Art Deco style or the transition between that and another style.
- A designed landscape that has had major changes to its historic design, vegetation, original boundary, topography/grading, architectural features, and circulation system will not qualify.

Type, Period, and Method of Construction: "Type, period, or method of construction" refers to the way certain properties are related to one another by cultural tradition or function, by dates of construction or style, or by choice or availability of materials and technology.

A structure is eligible as a specimen of its type or period of construction if it is an important example (within its context) of building practices of a particular time in history. For properties that represent the variation, evolution, or transition of construction types, it must be demonstrated that the variation, etc., was an important phase of the architectural development of the area or community in that it had an impact as evidenced by later buildings. A property is not eligible, however, simply because it has been identified as the only such property ever fabricated; it must be demonstrated to be significant as well.

Eligible

- A building that has some characteristics of the Romanesque Revival style and some characteristics of the Commercial style can qualify if it illustrates the transition of architectural design and the transition itself is considered an important architectural development.
- A Hopewellian mound, if it is an important example of mound building construction techniques, would qualify as a method or type of construction.
- A building which illustrates the early or the developing technology of particular structural systems, such as skeletal steel framing, is eligible as an example of a particular method of construction.



Swan Falls Dam and Power Plant, Murphy vicinity, Ada County, Idaho. Significant works of engineering can qualify under Criterion C. Built between 1900-1907 the Swan Falls Dam and Power Plant across the Snake River is one of the early hydroelectric plants in the State of Idaho. (Photo by H.L. Hough).



Looney House, Asheville vicinity, St. Clair County, Alabama. Examples of vernacular styles of architecture can qualify under Criterion C. Built ca. 1818, the Looney House is significant as possibly the State's oldest extant two-story dogtrot type of dwelling. The defining open center passage of the dogtrot was a regional building response to the southern climate. (Photo by Carolyn Scott).

HISTORIC ADAPTATION OF THE ORIGINAL PROPERTY

A property can be significant not only for the way it was originally constructed or crafted, but also for the way it was adapted at a later period, or for the way it illustrates changing tastes, attitudes, and uses over a period of time.

A district is eligible under this guideline if it illustrates the evolution of historic character of a place over a particular span of time.

Eligible

- A Native American irrigation system modified for use by Europeans could be eligible if it illustrates the technology of either or both periods of construction.
- An early 19th century farmhouse modified in the 1880s with Queen Anne style ornamentation could be significant for the modification itself, if it represented a local variation or significant trend in building construction or remodeling, was the work of a local master (see *Works of a Master* on page 20), or reflected the tastes of an important person associated with the property at the time of its alteration.
- A district encompassing the commercial development of a town between 1820 and 1910, characterized by buildings of various styles and eras, can be eligible.

WORKS OF A MASTER

A master is a figure of generally recognized greatness in a field, a known craftsman of consummate skill, or an anonymous craftsman whose work is distinguishable from others by its characteristic style and quality. The property must express a particular phase in the development of the master's career, an aspect of his or her work, or a particular idea or theme in his or her craft.

A property is not eligible as the work of a master, however, simply because it was designed by a prominent architect. For example, not every building designed by Frank Lloyd Wright is eligible under this portion of Criterion C, although it might meet other portions of the Criterion, for instance as a representative of the Prairie style.

The work of an unidentified craftsman is eligible if it rises above the level of workmanship of the other properties encompassed by the historic context.

PROPERTIES POSSESSING HIGH ARTISTIC VALUES

High artistic values may be expressed in many ways, including areas as diverse as community design or planning, engineering, and sculpture. A property is eligible for its high artistic values if it so fully articulates a particular concept of design that it expresses an aesthetic ideal. A property is not eligible, however, if it does not express aesthetic ideals or design concepts more fully than other properties of its type.

Eligible

- A sculpture in a town square that epitomizes the design principles of the Art Deco style is eligible.
- A building that is a classic expression of the design theories of the Craftsman Style, such as carefully detailed handwork, is eligible.
- A landscaped park that synthesizes early 20th century principles of landscape architecture and expresses an aesthetic ideal of environment can be eligible.
- Properties that are important representatives of the aesthetic values of a cultural group, such as petroglyphs and ground drawings by Native Americans, are eligible.

Not Eligible

- A sculpture in a town square that is a typical example of sculpture design during its period would not qualify for high artistic value, although it might be eligible if it were significant for other reasons.
- A building that is a modest example (within its historic context) of the Craftsman Style of architecture, or a landscaped park that is characteristic of turn of the century landscape design would not qualify for high artistic value.

A Significant and Distinguishable Entity Whose Components May Lack Individual Distinction. This portion of Criterion C refers to districts. For detailed information on districts, refer to *Part IV* of this bulletin.

CRITERION D: INFORMATION POTENTIAL

Properties may be eligible for the National Register if they have yielded, or may be likely to yield, information important in prehistory or history.

UNDERSTANDING CRITERION D: INFORMATION POTENTIAL

Certain important research questions about human history can only be answered by the actual physical material of cultural resources. Criterion D encompasses the properties that have the potential to answer, in whole or in part, those types of research questions. The most common type of property nominated under this Criterion is the archeological site (or a district comprised of archeological sites). Buildings, objects, and structures (or districts comprised of these property types), however, can also be eligible for their information potential.

Criterion D has two requirements, which must *both* be met for a property to qualify:

- The property must have, or have had, information to contribute to our understanding of human history or prehistory, and
- The information must be considered important.

Under the first of these requirements, a property is eligible if it has been used as a source of data and contains more, as yet unretrieved data. A property is also eligible if it has not yet yielded information but, through testing or research, is determined a likely source of data.

Under the second requirement, the information must be carefully evaluated within an appropriate context to determine its importance. Information is considered “important” when it is shown to have a significant bearing on a research design that addresses such areas as: 1) current

data gaps or alternative theories that challenge existing ones or 2) priority areas identified under a State or Federal agency management plan.

APPLYING CRITERION D: INFORMATION POTENTIAL

ARCHEOLOGICAL SITES

Criterion D most commonly applies to properties that contain or are likely to contain information bearing on an important archeological research question. The property must have characteristics suggesting the likelihood that it possesses configurations of artifacts, soil strata, structural remains, or other natural or cultural features that make it possible to do the following:

- Test a hypothesis or hypotheses about events, groups, or processes in the past that bear on important research questions in the social or natural sciences or the humanities; or
- Corroborate or amplify currently available information suggesting that a hypothesis is either true or false; or
- Reconstruct the sequence of archeological cultures for the purpose of identifying and explaining continuities and discontinuities in the archeological record for a particular area.

BUILDINGS, STRUCTURES, AND OBJECTS

While most often applied to archeological districts and sites, Criterion D can also apply to buildings, structures, and objects that contain important information. In order for these types of properties to be eligible under Criterion D, they themselves must be, or must have been, the principal source of the important information.

Eligible

- A building exhibiting a local variation on a standard design or construction technique can be eligible if study could yield important information, such as how local availability of materials or construction expertise affected the evolution of local building development.

Not Eligible

- The ruins of a hacienda once contained murals that have since been destroyed. Historical documentation, however, indicates that the murals were significant for their highly unusual design. The ruins can not be eligible under Criterion D for the importance of the destroyed murals if the information is contained only in the documentation.



Criterion D - Champe-Fremont 1 Archeological Site, Omaha vicinity, Douglas County, Nebraska. This archeological site, dating from ca. 1100-1450 A.D., consists of pit houses and storage pits which have the potential to yield important information concerning the subsistence patterns, religious and mortuary practices, and social organization of the prehistoric residents of eastern Nebraska. (Nebraska State Historical Society)

ASSOCIATION WITH HUMAN ACTIVITY

A property must be associated with *human activity* and be critical for understanding a site's historic environment in order to be eligible under Criterion D. A property can be linked to human activity through events, processes, institutions, design, construction, settlement, migration, ideals, beliefs, lifeways, and other facets of the development or maintenance of cultural systems.

The natural environment associated with the properties was often very different from that of the present and strongly influenced cultural development. Aspects of the environment that are pertinent to human activities should be considered when evaluating properties under Criterion D.

Natural features and paleontological (floral and faunal) sites are not usually eligible under Criterion D in and of themselves. They can be eligible, however, if they are either directly related to human activity or critical to understanding a site's historic environment. In a few cases, a natural feature or site unmarked by cultural materials, that is primarily eligible under Criterion A, may also be eligible under Criterion D, if study of the feature, or its location, setting, etc. (usually in the context of data gained from other sources), will yield important information about the event or period with which it is associated.

ESTABLISHING A HISTORIC CONTEXT

The information that a property yields, or will yield, must be evaluated within an appropriate historic context. This will entail consulting the body of information already collected from similar properties or other pertinent sources, including modern and historic written records. The researcher must be able to anticipate if and how the potential information will affect the definition of the context. The information likely to be obtained from a particular property must confirm, refute, or supplement in an important way existing information.

A property is *not* eligible if it cannot be related to a particular time period or cultural group and, as a result, lacks any historic context within which to evaluate the importance of the information to be gained.

DEVELOPING RESEARCH QUESTIONS

Having established the importance of the information that may be recovered, it is necessary to be explicit in demonstrating the connection between the important information and a specific property. One approach is to determine if specific important research questions can be answered by the data contained in the

property. Research questions can be related to property-specific issues, to broader questions about a large geographic area, or to theoretical issues independent of any particular geographic location. These questions may be derived from the academic community or from preservation programs at the local, regional, State, or national level. Research questions are usually developed as part of a "research design," which specifies not only the questions to be asked, but also the types of data needed to supply the answers, and often the techniques needed to recover the data.

Eligible

- When a site consisting of a village occupation with midden deposits, hearths, ceramics, and stratified evidence of several occupations is being evaluated, three possible research topics could be: 1) the question of whether the site occupants were indigenous to the area prior to the time of occupation or recent arrivals, 2) the investigation of the settlement-subsistence pattern of the occupants, 3) the question of whether the region was a center for the domestication of plants. Specific questions could include: A) Do the deposits show a sequential development or sudden introduction of Ceramic Type X? B) Do the dates of the occupations fit our expectations based on the current model for the reoccupation behavior of slash-and-burn agriculturalists? C) Can any genetic changes in the food plant remains be detected?

Not Eligible

- A property is not eligible if so little can be understood about it that it is not possible to determine if specific important research questions can be answered by data contained in the property.

ESTABLISHING THE PRESENCE OF ADEQUATE DATA

To support the assertion that a property has the data necessary to provide the important information, the property should be investigated with techniques sufficient to establish the presence of relevant data categories. What constitutes appropriate investigation techniques would depend upon specific circumstances including the property's location, condition, and the research questions being addressed, and could range from surface survey (or photographic survey for buildings), to the application of remote sensing techniques or intensive subsurface testing. Justification of the research potential of a property may be based on analogy to another better known property if sufficient similarities exist to establish the appropriateness of the analogy.

Eligible

- Data requirements depend on the specific research topics and questions to be addressed. To continue the example in "Developing Research Questions" above, we might want to ascertain the following with reference to questions A, B, and C: A) The site contains Ceramic Type X in one or more occupation levels and we expect to be able to document the local evaluation of the type or its intrusive nature. B) The hearths contain datable carbon deposits and are associated with more than one occupation. C) The midden deposits show good floral/faunal preservation, and we know enough about the physical evolution of food plants to interpret signs that suggest domestication.

Not Eligible

- Generally, if the applicable research design requires clearly stratified deposits, then subsurface investigation techniques must be applied. A site composed only of surface materials can not be eligible for its potential to yield information that could only be found in stratified deposits.

INTEGRITY

The assessment of integrity for properties considered for information potential depends on the data requirements of the applicable research design. A property possessing information potential does not need to recall *visually* an event, person, process, or construction technique. It is important that the significant data contained in the property remain sufficiently intact to yield the expected important information, if the appropriate study techniques are employed.

Eligible

- An irrigation system significant for the information it will yield on early engineering practices can still be eligible even though it is now filled in and no longer retains the appearance of an open canal.

Not Eligible

- A plowed archeological site contains several superimposed components that have been mixed to the extent that artifact assemblages cannot be reconstructed. The site cannot be eligible if the data requirements of the research design call for the study of artifacts specific to one component.

PARTLY EXCAVATED OR DISTURBED PROPERTIES

The current existence of appropriate physical remains must be ascertained in considering a property's ability to yield important information. Properties that have been partly excavated or otherwise disturbed and that are being considered for their potential to yield additional important information must be shown to retain that potential in their remaining portions.

Eligible

- A site that has been partially excavated but still retains substantial intact deposits (or a site in which the remaining deposits are small but contain critical information on a topic that is not well known) is eligible.

Not Eligible

- A totally collected surface site or a completely excavated buried site is not eligible since the physical remains capable of yielding important information no longer exist at the site. (See *Completely Excavated Sites*, on page 24, for exception.) Likewise, a site that has been looted or otherwise disturbed to the extent that the remaining cultural materials have lost their important depositional context (horizontal or vertical location of deposits) is not eligible.
- A reconstructed mound or other reconstructed site will generally not be considered eligible, because original cultural materials or context or both have been lost.

COMPLETELY EXCAVATED SITES

Properties that have yielded important information in the past and that no longer retain additional research potential (such as completely excavated archeological sites) must be assessed essentially as historic sites under Criterion A. Such sites must be significant for associative values related to: 1) the importance of the data gained or 2) the impact of the property's role in the history of the development of anthropology/archeology or other relevant disciplines. Like other historic properties, the site must retain the ability to convey its association as the former repository of important information, the location of historic events, or the representative of important trends.

Eligible

- A property that has been excavated is eligible if the data recovered was of such importance that it influenced the direction of research in the discipline, as in a site that clearly established the antiquity of the human occupation of the New World. (See Criterion A in *Part VI: How to Identify the Type of Significance of a Property* and *Criteria Consideration G* in *Part VII: How to Apply the Criteria Considerations*.)

Not Eligible

- A totally excavated site that at one time yielded important information but that no longer can convey either its historic/prehistoric utilization or significant modern investigation is not eligible.

VII. HOW TO APPLY THE CRITERIA CONSIDERATIONS

INTRODUCTION

Certain kinds of properties are not usually considered for listing in the National Register: religious properties, moved properties, birthplaces and graves, cemeteries, reconstructed properties, commemorative properties, and properties achieving significance within the past fifty years.

These properties *can* be eligible for listing, however, if they meet special requirements, called Criteria Considerations, in addition to meeting the regular requirements (that is, being eligible under one or more of the four Criteria and possessing integrity).

Part VII provides guidelines for determining which properties must meet these special requirements and for applying each Criteria Consideration.

The Criteria Considerations need to be applied only to *individual* properties. Components of eligible districts do not have to meet the special requirements unless they make up the majority of the district or are the focal point of the district. These are the general steps to follow when applying the Criteria Considerations to your property:

- Before looking at the Criteria Considerations, make sure your property meets one or more of the four Criteria for Evaluation and possesses integrity.
- If it does, check the Criteria Considerations (next column) to see if

the property is of a type that is usually excluded from the National Register. The sections that follow also list specific examples of properties of each type. If your property clearly *does not* fit one of these types, then it does not need to meet any special requirements.

- If your property *does* fit one of these types, then it must meet the special requirements stipulated for that type in the Criteria Considerations.

CRITERIA CONSIDERATIONS*

Ordinarily cemeteries, birthplaces, or graves of historical figures, properties owned by religious institutions or used for religious purposes, structures that have been moved from their original locations, reconstructed historic buildings, properties primarily commemorative in nature, and properties that have achieved significance within the past fifty years shall not be considered eligible for the National Register. However, such properties will qualify if they are integral parts of districts that do meet the criteria or if they fall within the following categories:

- a. a religious property deriving primary significance from architectural or artistic distinction or historical importance; or

- b. a building or structure removed from its original location but which is significant primarily for architectural value, or which is the surviving structure most importantly associated with a historic person or event; or

- c. a birthplace or grave of a historical figure of outstanding importance if there is no appropriate site or building directly associated with his or her productive life; or

- d. a cemetery which derives its primary significance from graves of persons of transcendent importance, from age, from distinctive design features, from association with historic events; or

- e. a reconstructed building when accurately executed in a suitable environment and presented in a dignified manner as part of a restoration master plan, and when no other building or structure with the same association has survived; or

- f. a property primarily commemorative in intent if design, age, tradition, or symbolic value has invested it with its own exceptional significance; or,

- g. a property achieving significance within the past 50 years if it is of exceptional importance.

*The Criteria Considerations are taken from the Criteria for Evaluation, found in the *Code of Federal Regulations, Title 36, Part 60*.

CRITERIA CONSIDERATION A: RELIGIOUS PROPERTIES

A religious property is eligible if it derives its primary significance from architectural or artistic distinction or historical importance.

UNDERSTANDING CRITERIA CONSIDERATION A: RELIGIOUS PROPERTIES

A religious property requires justification on architectural, artistic, or historic grounds to avoid any appearance of judgment by government about the validity of any religion or belief. Historic significance for a religious property cannot be established on the merits of a religious doctrine, but rather, for architectural or artistic values or for important historic or cultural forces that the property represents. A religious property's significance under Criterion A, B, C, or D must be judged in purely secular terms. A religious group may, in some cases, be considered a cultural group whose activities are significant in areas broader than religious history.

Criteria Consideration for Religious Properties applies:

- If the resource was constructed by a religious institution.
- If the resource is presently owned by a religious institution or is used for religious purposes.
- If the resource was owned by a religious institution or used for religious purposes during its Period of Significance.
- If Religion is selected as an Area of Significance.

Examples of Properties that MUST Meet Criteria Consideration A: Religious Properties

- A historic church where an important non-religious event occurred, such as a speech by Patrick Henry.
- A historic synagogue that is significant for architecture.
- A private residence is the site of a meeting important to religious history.
- A commercial block that is currently owned as an investment property by a religious institution.
- A historic district in which religion was either a predominant or significant function during the period of significance.

Example of Properties that DO NOT Need to Meet Criteria Consideration A: Religious Properties

- A residential or commercial district that currently contains a small number of churches that are not a predominant feature of the district.
- A town meeting hall that serves as the center of community activity and houses a wide variety of public and private meetings, including religious service. The resource is significant for architecture and politics, and the religious function is incidental.
- A town hall, significant for politics from 1875 to 1925, that housed religious services during the 1950s. Since the religious function occurred after the Period of Significance, the Criteria Consideration does not apply.

APPLYING CRITERIA CONSIDERATION A: RELIGIOUS PROPERTIES

ELIGIBILITY FOR HISTORIC EVENTS

A religious property can be eligible under Criterion A for any of three reasons:

- It is significant under a theme in the history of religion having secular scholarly recognition; or
- It is significant under another historical theme, such as exploration, settlement, social philanthropy, or education; or
- It is significantly associated with traditional cultural values.

RELIGIOUS HISTORY

A religious property can be eligible if it is directly associated with either a specific event or a broad pattern in the history of religion.

Eligible

- The site of a convention at which a significant denominational split occurred meets the requirements of Criteria Consideration A. Also eligible is a property that illustrates the broad impact of a religious institution on the history of a local area.

Not Eligible

- A religious property cannot be eligible simply because was the place of religious services for a community, or was the oldest structure used by a religious group in a local area.

OTHER HISTORICAL THEMES

A religious property can be eligible if it is directly associated with either a specific event or a broad pattern that is significant in another historic context. A religious property would also qualify if it were significant for its associations that illustrate the importance of a particular religious group in the social, cultural, economic, or political history of the area. Eligibility depends on the importance of the event or broad pattern and the role of the specific property.

Eligible

- A religious property can qualify for its important role as a temporary hospital during the Revolutionary War, or if its school was significant in the history of education in the community.

Not Eligible

- A religious property is not significant in the history of education in a community simply because it had occasionally served as a school.

TRADITIONAL CULTURAL VALUES

When evaluating properties associated with traditional cultures, it is important to recognize that often these cultures do not make clear distinctions between what is secular and what is sacred. Criteria Consideration A is not intended to exclude traditional cultural resources merely because they have religious uses or are considered sacred. A property or natural feature important to a traditional culture's religion and mythology is eligible if its importance has been ethnohistorically documented and if the site can be clearly defined. It is critical, however, that the activities be documented and that the associations not be so diffuse that the physical resource cannot be adequately defined.⁸

Eligible

- A specific location or natural feature that an Indian tribe believes to be its place of origin and that is adequately documented qualifies under Criteria Consideration A.

ELIGIBILITY FOR HISTORIC PERSONS

A religious property can be eligible for association with a person important in religious history, if that significance has scholarly, secular recognition or is important in other historic contexts. Individuals who would likely be considered significant are those who formed or significantly influenced an important religious institution or movement, or who were important in the social, economic, or political history of the area. Properties associated with individuals important only within the context of a single congregation and lacking importance in any other historic context would not be eligible under Criterion B.

Eligible

- A religious property strongly associated with a religious leader, such as George Whitefield or Joseph Smith, is eligible.

⁸ For more information on applying Criteria Consideration A to traditional cultural properties, refer to *National Register Bulletin: Guidelines for Evaluating and Documenting Traditional Cultural Properties*.

ELIGIBILITY FOR ARCHITECTURAL OR ARTISTIC DISTINCTION

A religious property significant for its architectural design or construction should be evaluated as are other properties under Criterion C; that is, it should be evaluated within an established architectural context and, if necessary, compared to other properties of its type, period, or method of construction. (See "Comparing Related Properties" in Part V: *How to Evaluate a Property Within Its Historic Context*.)

Eligible

- A historic camp meeting district that meets the requirements of Criterion C for its significance as a type of construction is eligible.

ELIGIBILITY FOR INFORMATION POTENTIAL

A religious property, whether a district, site, building, structure, or object, is eligible if it can yield important information about the religious practices of a cultural group or other historic themes. This kind of property should be evaluated as are other properties under Criterion D, in relation to similar properties, other information sources, and existing data gaps.

Eligible

- A 19th century camp meeting site that could provide information about the length and intensity of site use during revivals of the Second Great Awakening is eligible.
- Rock cairns or medicine wheels that had a historic religious mythological function and can provide information about specific cultural beliefs are eligible.

ABILITY TO REFLECT HISTORIC ASSOCIATIONS

As with all eligible properties, religious properties must physically represent the period of time for which they are significant. For instance, a recent building that houses an older congregation cannot qualify based on the historic activities of the group because the current building does not convey the earlier history. Likewise, an older building that housed the historic activities of the congregation is eligible if it still physically represents the period of the congregation's significance. However, if an older building has been remodeled to the extent that its appearance dates from the time of the remodeling, it can only be eligible if the period of significance corresponds with the period of the alterations.

Eligible

- A church built in the 18th century and altered beyond recognition in the 19th century is eligible only if the additions are important in themselves as an example of late 19th century architecture or as a reflection of an important period of the congregation's growth.

Not Eligible

- A synagogue built in the 1920s cannot be eligible for the important activities of its congregation in the 18th and 19th centuries. It can only be eligible for significance obtained after its construction date.
- A rural 19th century frame church recently sheathed in brick is not eligible because it has lost its characteristic appearance and therefore can no longer convey its 19th century significance, either for architectural value or historic association.



Criteria Consideration A - Religious Properties. A religious property can qualify as an exception to the Criteria if it is architecturally significant. *The Church of the Navity in Rosedale, Iberville Parish, Louisiana, qualified as a rare example in the State of a 19th century small frame Gothic Revival style chapel.* (Robert Obier)

CRITERIA CONSIDERATION B: MOVED PROPERTIES

A property removed from its original or historically significant location can be eligible if it is significant primarily for architectural value or it is the surviving property most importantly associated with a historic person or event.

UNDERSTANDING CRITERIA CONSIDERATION B: MOVED PROPERTIES

The National Register criteria limit the consideration of moved properties because significance is embodied in locations and settings as well as in the properties themselves. Moving a property destroys the relationships between the property and its surroundings and destroys associations with historic events and persons. A move may also cause the loss of historic features such as landscaping, foundations, and chimneys, as well as loss of the potential for associated archeological deposits. Properties that were moved *before* their period of significance do not need to meet the special requirements of Criteria Consideration B.

One of the basic purposes of the National Register is to encourage the preservation of historic properties as living parts of their communities. In keeping with this purpose, it is not usual to list artificial groupings of buildings that have been created for purposes of interpretation, protection, or maintenance. Moving buildings to such a grouping destroys the integrity of location and setting, and can create a false sense of historic development.

APPLYING CRITERIA CONSIDERATION B: MOVED PROPERTIES

ELIGIBILITY FOR ARCHITECTURAL VALUE

A moved property significant under Criterion C must retain enough historic features to convey its architectural values and retain integrity of design, materials, workmanship, feeling, and association.

Examples of Properties that MUST Meet Criteria Consideration B: Moved Properties

- A resource moved from one location on its original site to another location on the property, during or after its Period of Significance.
- A district in which a significant number of resources have been moved from their original location.
- A district which has one moved building that makes an especially significant contribution to the district.
- A portable resource, such as a ship or railroad car, that is relocated to a place incompatible with its original function.
- A portable resource, such as a ship or railroad car, whose importance is critically linked to its historic location or route and that is moved.

Examples of Properties that DO NOT Need to Meet Criteria Consideration B: Moved Properties

- A property that is moved prior to its Period of Significance.
- A district in which only a small percentage of typical buildings in a district are moved.
- A moved building that is part of a complex but is of less significance than the remaining (unmoved) buildings.
- A portable resource, such as a ship or railroad car, that is eligible under Criterion C and is moved within its natural setting (water, rails, etc.).
- A property that is raised or lowered on its foundations.

ELIGIBILITY FOR HISTORIC ASSOCIATIONS

A moved property significant under Criteria A or B must be demonstrated to be the surviving property most importantly associated with a particular historic event or an important aspect of a historic person's life. The phrase "most importantly associated" means that it must be the single surviving property that is most closely associated with the event or with the part of the person's life for which he or she is significant.

Eligible

- A moved building occupied by an business woman during the majority of her productive career would be eligible if the other extant properties are a house she briefly inhabited prior to her period of significance and a commercial building she owned after her retirement.

Not Eligible

- A moved building associated with the beginning of rail transportation in a community is not eligible if the original railroad station and warehouse remained intact on their original sites.

SETTING AND ENVIRONMENT

In addition to the requirements above, moved properties must still have an orientation, setting, and general environment that are comparable to those of the historic location and that are compatible with the property's significance.

Eligible

- A property significant as an example of mid-19th century rural house type can be eligible after a move, provided that it is placed on a lot that is sufficient in size and character to recall the basic qualities of the historic environment and setting, and provided that the building is sited appropriately in relation to natural and manmade surroundings.

Not Eligible

- A rural house that is moved into an urban area and a bridge that is no longer situated over a waterway are not eligible.

ASSOCIATION DEPENDENT ON THE SITE

For a property whose design values or historical associations are directly dependent on its location, any move will cause the property to lose its integrity and prevent it from conveying its significance.

Eligible

- A farm structure significant only as an example of a method of construction peculiar to the local area is still eligible if it is moved within that local area and the new setting is similar to that of the original location.

Not Eligible

- A 19th century rural residence that was designed around particular topographic features, reflecting that time period's ideals of environment, is not eligible if moved.

PROPERTIES DESIGNED TO BE MOVED

A property designed to move or a property frequently moved during its historic use must be located in a historically appropriate setting in order to qualify, retaining its integrity of setting, design, feeling, and association. Such properties include automobiles, railroad cars and engines, and ships.

Eligible

- A ship docked in a harbor, a locomotive on tracks or in a railyard, and a bridge relocated from one body of water to another are eligible.

Not Eligible

- A ship on land in a park, a bridge placed in a pasture, or a locomotive displayed in an indoor museum are not eligible.

ARTIFICIALLY CREATED GROUPINGS

An artificially created grouping of buildings, structures, or objects is not eligible unless it has achieved significance since the time of its assemblage. It cannot be considered as a reflection of the time period when the individual buildings were constructed.

Eligible

- A grouping of moved historic buildings whose creation marked the beginning of a major concern with past lifestyles can qualify as an early attempt at historic preservation and as an illustration of that generation's values.

Not Eligible

- A rural district composed of a farmhouse on its original site and a grouping of historic barns recently moved onto the property is not eligible.

PORTIONS OF PROPERTIES

A moved *portion* of a building, structure, or object is not eligible because, as a fragment of a larger resource, it has lost integrity of design, setting, materials, workmanship, and location.

CRITERIA CONSIDERATION C: BIRTHPLACES OR GRAVES

A birthplace or grave of a historical figure is eligible if the person is of outstanding importance and if there is no other appropriate site or building directly associated with his or her productive life.

UNDERSTANDING CRITERIA CONSIDERATION C: BIRTHPLACES AND GRAVES

Birthplaces and graves often attain importance as reflections of the origins of important persons or as lasting memorials to them. The lives of persons significant in our past normally are recognized by the National Register through listing of properties illustrative of or associated with that person's productive life's work. Birthplaces and graves, as properties that represent the beginning and the end of the life of distinguished individuals, may be temporally and geographically far removed from the person's significant activities, and therefore are not usually considered eligible.

Examples of Properties that MUST Meet Criteria Consideration C: Birthplaces and Graves

- *The birthplace of a significant person who lived elsewhere during his or her Period of Significance.*
- *A grave that is nominated for its association with the significant person buried in it.*
- *A grave that is nominated for information potential.*

Examples of Properties that DO NOT Need to Meet Criteria Consideration C: Birthplaces and Graves

- *A house that was inhabited by a significant person for his or her entire lifetime.*
- *A grave located on the grounds of the house where a significant person spent his or her productive years.*

APPLYING CRITERIA CONSIDERATION C: BIRTHPLACES AND GRAVES

PERSONS OF OUTSTANDING IMPORTANCE

The phrase "a historical figure of outstanding importance" means that in order for a birthplace or grave to qualify, it cannot be simply the birthplace or grave of a person significant in our past (Criterion B). It must be the birthplace or grave of an individual who was of outstanding importance in the history of the local area, State, or nation. The birthplace or grave of an individual who was one of several people active in some aspect of the history of a community, a state, or the Nation would not be eligible.

LAST SURVIVING PROPERTY ASSOCIATED WITH A PERSON

When an geographical area strongly associated with a person of outstanding importance has lost all other properties directly associated with his or her formative years or productive life, a birthplace or grave may be eligible.

ELIGIBILITY FOR OTHER ASSOCIATIONS

A birthplace or grave can also be eligible if it is significant for reasons other than association with the productive life of the person in question. It can be eligible for significance under Criterion A for association with important events, under Criterion B for association with the productive lives of *other* important persons, or under Criterion C for architectural significance. A birthplace or grave can also be eligible in rare cases if, after the passage of time, it is significant for its commemorative value. (See Criteria Consideration F for a discussion of commemorative properties.) A birthplace or grave can also be eligible under Criterion D if it contains important information on research, e.g., demography, pathology, mortuary practices, socioeconomic status differentiation.



Criteria Consideration C - Birthplaces. *A birthplace of a historical figure is eligible if the person is of outstanding importance and there is no other appropriate site or building associated with his or her productive life. The **Walter Reed Birthplace**, Gloucester vicinity, Gloucester County, Virginia is the most appropriate remaining building associated with the life of the man who, in 1900, discovered the cause and mode of transmission of the great scourge of the tropics, yellow fever. (Virginia Historic Landmarks Commission)*

CRITERIA CONSIDERATION D: CEMETERIES

A cemetery is eligible if it derives its primary significance from graves of persons of transcendent importance, from age, from distinctive design features, or from association with historic events.

UNDERSTANDING CRITERIA CONSIDERATION D: CEMETERIES

A cemetery is a collection of graves that is marked by stones or other artifacts or that is unmarked but recognizable by features such as fencing or depressions, or through maps, or by means of testing. Cemeteries serve as a primary means of an individual's recognition of family history and as expressions of collective religious and/or ethnic identity. Because cemeteries may embody values beyond personal or family-specific emotions, the National Register criteria allow for listing of cemeteries under certain conditions.

Examples of Properties that MUST Meet Criteria Consideration D: Cemeteries

- A cemetery that is nominated individually for Criterion A, B, or C.

Examples of Properties that DO NOT Need to Meet Criteria Consideration D: Cemeteries

- A cemetery that is nominated along with its associated church, but the church is the main resource nominated.
- A cemetery that is nominated under Criterion D for information potential.
- A cemetery that is nominated as part of a district but is not the focal point of the district.

APPLYING CRITERIA CONSIDERATION D: CEMETERIES

PERSONS OF TRANSCENDENT IMPORTANCE

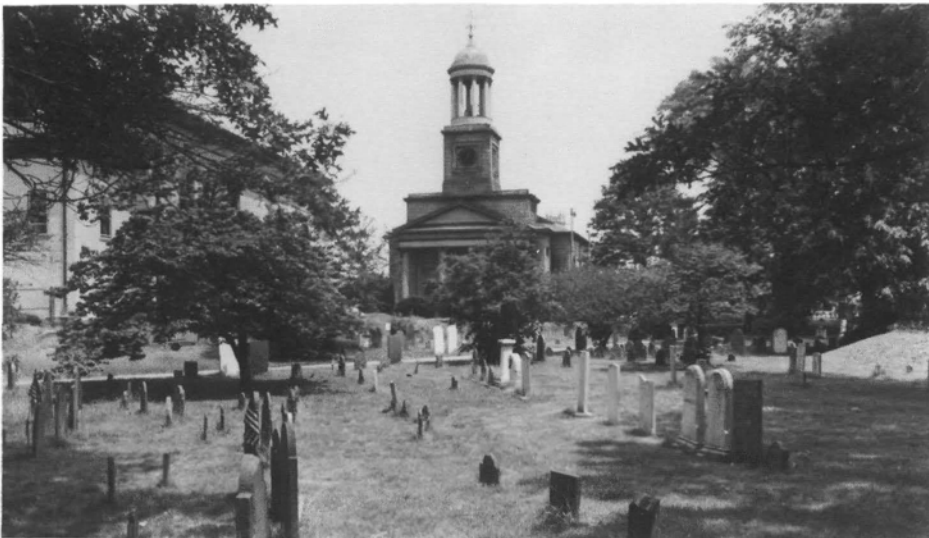
A cemetery containing the graves of persons of transcendent importance may be eligible. To be of transcendent importance the persons must have been of great eminence in their fields of endeavor or had a great impact upon the history of their community, State, or nation. (A single grave that is the burial place of an important person and is located in a larger cemetery that does not qualify under this Criteria Consideration should be treated under Criteria Consideration C: Birthplaces and Graves.)

Eligible

- A historic cemetery containing the graves of a number of persons who were exceptionally significant in determining the course of a State's political or economic history during a particular period is eligible.

Not Eligible

- A cemetery containing graves of State legislators is not eligible if they simply performed the daily business of State government and did not have an outstanding impact upon the nature and direction of the State's history.



Criteria Consideration D - Cemeteries. *The Hancock Cemetery, Quincy, Norfolk County, Massachusetts meets the exception to the Criteria because it derives its primary significance from its great age (the earliest burials date from 1640) and from the distinctive design features found in its rich collection of late 17th and early 18th century funerary art. (N. Hobart Holly)*

ELIGIBILITY ON THE BASIS OF AGE

Cemeteries can be eligible if they have achieved historic significance for their relative great age in a particular geographic or cultural context.

Eligible

- A cemetery dating from a community's original 1830s settlement can attain significance from its association with that very early period.

ELIGIBILITY FOR DESIGN

Cemeteries can qualify on the basis of distinctive design values. These values refer to the same design values addressed in Criterion C and can include aesthetic or technological achievement in the fields of city planning, architecture, landscape architecture, engineering, mortuary art, and sculpture. As for all other nominated properties, a cemetery must clearly express its design values and be able to convey its historic appearance.

Eligible

- A Victorian cemetery is eligible if it clearly expresses the aesthetic principles related to funerary design for that period, through such features as the overall plan, landscaping, statuary, sculpture, fencing, buildings, and grave markers.

Not Eligible

- A cemetery cannot be eligible for design values if it no longer conveys its historic appearance because of the introduction of new grave markers.

ELIGIBILITY FOR ASSOCIATION WITH EVENTS

Cemeteries may be associated with historic events including specific important events or general events that illustrate broad patterns.

Eligible

- A cemetery associated with an important Civil War battle is eligible.
- A cemetery associated with the settlement of an area by an ethnic or cultural group is eligible if the movement of the group into the area had an important impact, if other properties associated with that group are rare, and if few documentary sources have survived to provide information about the group's history.

Not Eligible

- A cemetery associated with a battle in the Civil War does not qualify if the battle was not important in the history of the war.
- A cemetery associated with an area's settlement by an ethnic or cultural group is not eligible if the impact of the group on the area cannot be established, if other extant historic properties better convey association with the group, or if the information that the cemetery can impart is available in documentary sources.

ELIGIBILITY FOR INFORMATION POTENTIAL

Cemeteries, both historic and prehistoric, can be eligible if they have the potential to yield important information. The information must be important within a specific context and the potential to yield information must be demonstrated.

A cemetery can qualify if it has potential to yield important information provided that the information it contains is not available in extant documentary evidence.

Eligible

- A cemetery associated with the settlement of a particular cultural group will qualify if it has the potential to yield important information about subjects such as demography, variations in mortuary practices, or the study of the cause of death correlated with nutrition or other variables.

INTEGRITY

Assessing the integrity of a historic cemetery entails evaluating principal design features such as plan, grave markers, and any related elements (such as fencing). Only that portion of a historic cemetery that retains its historic integrity can be eligible. If the overall integrity has been lost because of the number and size of recent grave markers, some features such as buildings, structures, or objects that retain integrity may be considered as individual properties if they are of such historic or artistic importance that they individually meet one or more of the requirements listed above.

NATIONAL CEMETERIES

National Cemeteries administered by the Veterans Administration are eligible because they have been designated by Congress as primary memorials to the military history of the United States. Those areas within a designated national cemetery that have been used or prepared for the reception of the remains of veterans and their dependents, as well as any landscaped areas that immediately surround the graves may qualify. Because these cemeteries draw their significance from the presence of the remains of military personnel who have served the country throughout

its history, the age of the cemetery is not a factor in judging eligibility, although integrity must be present.

A national cemetery or a portion of a national cemetery that has only been set aside for use in the future is not eligible.

CRITERIA CONSIDERATION E: RECONSTRUCTED PROPERTIES

A reconstructed property is eligible when it is accurately executed in a suitable environment *and* presented in a dignified manner as part of a restoration master plan *and* when no other building or structure with the same associations has survived. All three of these requirements must be met.

UNDERSTANDING CRITERIA CONSIDERATION E: RECONSTRUCTED PROPERTIES

“Reconstruction” is defined as the reproduction of the exact form and detail of a vanished building, structure, object, or a part thereof, as it appeared at a specific period of time. Reconstructed buildings fall into two categories: buildings wholly constructed of new materials and buildings reassembled from some historic and some new materials. Both categories of properties present problems in meeting the integrity requirements of the National Register criteria.

Examples of Properties that MUST Meet Criteria Consideration E: Reconstructed Properties

- A property in which most or all of the fabric is not original.
- A district in which an important resource or a significant number of resources are reconstructions.

Examples of Properties that DO NOT Need to Meet Criteria Consideration E: Reconstructed Properties

- A property that is remodeled or renovated and still has the majority of its original fabric.

APPLYING CRITERIA CONSIDERATION E: RECONSTRUCTED PROPERTIES

ACCURACY OF THE RECONSTRUCTION

The phrase “accurately executed” means that the reconstruction must be based upon sound archeological, architectural, and historic data concerning the historic construction and appearance of the resource. That documentation should include both analysis of any above or below ground material and research in written and other records.

SUITABLE ENVIRONMENT

The phrase “suitable environment” refers to: 1) the physical context provided by the historic district and 2) any interpretive scheme, if the historic district is used for interpretive purposes. This means that the reconstructed property must be located at the same site as the original. It must also be situated in its original grouping of buildings, structures, and objects (as many as are extant), and that grouping must retain integrity. In addition, the reconstruction must not be misrepresented as an authentic historic property.

Eligible

- A reconstructed plantation manager’s office building is considered eligible because it is located at its historic site, grouped with the remaining historic plantation buildings and structures, and the plantation as a whole retains integrity. Interpretation of the plantation district includes an explanation that the manager’s office is not the original building, but a reconstruction.

Not Eligible

- The same reconstructed plantation manager’s office building would not qualify if it were rebuilt at a location different from that of the original building, or if the district as a whole no longer reflected the period for which it is significant, or if a misleading interpretive scheme were used for the district or for the reconstruction itself.

RESTORATION MASTER
PLANS

Being presented “as part of a restoration master plan” means that: 1) a reconstructed property is an essential component in a historic district and 2) the reconstruction is part of an overall restoration plan for an entire district. “Restoration” is defined as accurately recovering the form and details of a property and its setting as it appeared at a particular period by removing later work or by replacing missing earlier work (as opposed to completely rebuilding the property). The master plan for the entire property must emphasize restoration, not reconstruction. In other words, the master plan for the entire resource would not be acceptable under this consideration if it called for reconstruction of a majority of the resource.

LAST SURVIVING
PROPERTY OF A TYPE

This consideration also stipulates that a reconstruction can qualify if, in addition to the other requirements, no other building, object, or structure with the same association has survived. A reconstruction that is part of a restoration master plan is appropriate only if: 1) the property is the only one in the district with which a particular important activity or event has been historically associated or 2) no other property with the same associative values has survived.

RECONSTRUCTIONS
OLDER THAN FIFTY YEARS

After the passage of fifty years, a reconstruction may attain its own significance for what it reveals about the period in which it was built, rather than the historic period it was intended to depict. On that basis, a reconstruction can possibly qualify under any of the Criteria.

Eligible

- A reconstructed plantation manager’s office is eligible if the office were an important component of the plantation *and* if the reconstruction is one element in an overall plan for restoring the plantation *and* if no other building or structure with the same associations has survived.
- The reconstruction of the plantation manager’s office building can be eligible only if the majority of buildings, structures, and objects that comprised the plantation are extant and are being restored. For guidance regarding restoration see the *Secretary of the Interior’s Standards for Historic Preservation Projects*.

CRITERIA CONSIDERATION F: COMMEMORATIVE PROPERTIES

A property primarily commemorative in intent can be eligible if design, age, tradition, or symbolic value has invested it with its own historical significance.

UNDERSTANDING CRITERIA CONSIDERATION F: COMMEMORATIVE PROPERTIES

Commemorative properties are designed or constructed after the occurrence of an important historic event or after the life of an important person. They are not directly associated with the event or with the person's productive life, but serve as evidence of a later generation's assessment of the past. Their significance comes from their value as cultural expressions at the date of their creation. Therefore, a commemorative property generally must be over fifty years old and must possess significance based on its own value, not on the value of the event or person being memorialized.

Examples of Properties that MUST Meet Criteria Consideration F: Commemorative Properties

- *A property whose sole or primary function is commemorative or in which the commemorative function is of primary significance.*

Examples of Properties that DO NOT Need to Meet Criteria Consideration F: Commemorative Properties

- *A resource that has a non-commemorative primary function or significance.*
- *A single marker that is a component of a district (whether contributing or non-contributing).*

APPLYING CRITERIA CONSIDERATION F: COMMEMORATIVE PROPERTIES

ELIGIBILITY FOR DESIGN

A commemorative property derives its design from the aesthetic values of the period of its creation. A commemorative property, therefore, may be significant for the architectural, artistic, or other design qualities of its own period in prehistory or history.

Eligible

- A commemorative statue situated in a park or square is eligible if it expresses the aesthetics or craftsmanship of the period when it was made, meeting Criterion C.
- A late 19th century statue erected on a courthouse square to commemorate Civil War veterans would qualify if it reflects that era's shared perception of the noble character and valor of the veterans and their cause. This was commonly conveyed by portraying idealized soldiers or allegorical figures of battle, victory, or sacrifice.

ELIGIBILITY FOR AGE, TRADITION, OR SYMBOLIC VALUE

A commemorative property cannot qualify for association with the event or person it memorializes. A commemorative property may, however, acquire significance after the time of its creation through *age*, *tradition*, or *symbolic* value. This significance must be documented by accepted methods of historical research, including written or oral history, and must meet one or more of the Criteria.

Eligible

- A commemorative marker erected by a cultural group that believed the place was the site of its origins is eligible if, for subsequent generations of the group, the marker itself became the focus of traditional association with the group's historic identity.
- A building erected as a monument to an important historical figure will qualify if through the passage of time the property itself has come to symbolize the value placed upon the individual and is widely recognized as a reminder of enduring principles or contributions valued by the generation that erected the monument.
- A commemorative marker erected early in the settlement or development of an area will qualify if it is demonstrated that, because of its relative great age, the property has long been a part of the historic identity of the area.

Not Eligible

- A commemorative marker erected in the past by a cultural group at the site of an event in its history would not be eligible if the marker were significant only for association with the event, and it had not become significant itself through tradition.
- A building erected as a monument to an important historical figure would not be eligible if its only value lay in its association with the individual, and it has not come to symbolize values, ideas, or contributions valued by the generation that erected the monument.
- A commemorative marker erected to memorialize an event in the community's history would not qualify simply for its association with the event it memorialized.

INELIGIBILITY AS THE LAST REPRESENTATIVE OF AN EVENT OR PERSON

The loss of properties directly associated with a significant event or person does not strengthen the case for consideration of a commemorative property. Unlike birthplaces and graves, a commemorative property usually has no direct historic association. The commemorative property can qualify for historic association only if it is clearly significant in its own right, as stipulated above.

CRITERIA CONSIDERATION G: PROPERTIES THAT HAVE ACHIEVED SIGNIFICANCE WITHIN THE LAST FIFTY YEARS⁹

A property achieving significance within the last fifty years is eligible if it is of exceptional importance.

UNDERSTANDING CRITERIA CONSIDERATION G: PROPERTIES THAT HAVE ACHIEVED SIGNIFICANCE WITHIN THE LAST FIFTY YEARS

The National Register Criteria for Evaluation exclude properties that achieved significance within the last fifty years unless they are of exceptional importance. Fifty years is a general estimate of the time needed to develop historical perspective and to evaluate significance. This consideration guards against the listing of properties of passing contemporary interest and ensures that the National Register is a list of truly historic places.

Examples of Properties that MUST Meet Criteria Consideration G: Properties that Have Achieved Significance Within the Last Fifty Years

- A property that is less than fifty years old.
- A property that continues to achieve significance into a period less than fifty years before the nomination.
- A property that has non-contiguous Periods of Significance, one of which is less than fifty years before the nomination.
- A property that is more than fifty years old and had no significance until a period less than fifty years before the nomination.

Examples of Properties that DO NOT Need to Meet Criteria Consideration G: Properties that Have Achieved Significance Within the Last Fifty Years

- A resource whose construction began over fifty years ago, but the completion overlaps the fifty year period by a few years or less.
- A resource that is significant for its plan or design, which is over fifty years old, but the actual completion of the project overlaps the fifty year period by a few years.
- A historic district in which a few properties are newer than fifty years old, but the majority of properties and the most important Period of Significance are greater than fifty years old.

⁹ For more information on Criteria Consideration G, refer to *National Register Bulletin: Guidelines for Evaluating and Nominating Properties that Have Achieved Significance Within the Last Fifty Years*.

APPLYING CRITERIA CONSIDERATION G: PROPERTIES THAT HAVE ACHIEVED SIGNIFICANCE WITHIN THE PAST FIFTY YEARS

ELIGIBILITY FOR EXCEPTIONAL IMPORTANCE

The phrase "exceptional importance" may be applied to the extraordinary importance of an event or to an entire category of resources so fragile that survivors of any age are unusual. Properties listed that had attained significance in less than fifty years include: the launch pad at Cape Canaveral from which men first traveled to the moon, the home of nationally prominent playwright Eugene O'Neill, and the Chrysler Building (New York) significant as the epitome of the "Style Moderne" architecture.

Properties less than fifty years old that qualify as exceptional because the entire category of resources is fragile include a recent example of a traditional sailing canoe in the Trust Territory of the Pacific Islands, where because of rapid deterioration of materials, no working Micronesian canoes exist that are more than twenty years old. Properties that by their nature can last more than fifty years cannot be considered exceptionally important because of the fragility of the class of resources.

The phrase "exceptional importance" does not require that the property be of national significance. It is a measure of a property's importance within the appropriate historic context, whether the scale of that context is local, State, or national.

Eligible

- The General Laundry Building in New Orleans, one of the few remaining Art Deco Style buildings in that city, was listed in the National Register when it was forty years old because of its exceptional importance as an example of that architectural style.

HISTORICAL PERSPECTIVE

A property that has achieved significance within the past fifty years can be evaluated only when sufficient historical perspective exists to determine that the property is exceptionally important. The necessary perspective can be provided by scholarly research and evaluation, and must consider both the historic context and the specific property's role in that context.

In many communities, properties such as apartment buildings built in the 1950s cannot be evaluated because there is no scholarly research available to provide an overview of the nature, role, and impact of that building type within the context of historical and architectural developments of the 1950s.

NATIONAL PARK SERVICE RUSTIC ARCHITECTURE

Properties such as structures built in a rustic style by the National Park Service during the 1930s and 1940s can be evaluated because a broad study, *National Park Service Rustic Architecture* (1977), provides the context for evaluating properties of this type and style. Specific examples were listed in the National Register prior to reaching fifty years of age when documentation concerning the individual properties established their significance within the historical and architectural context of the type and style.

VETERANS ADMINISTRATION HOSPITALS

Hospitals less than fifty years old that were constructed by the Veterans Bureau and Veterans Administration can be evaluated because the collection of forty-eight facilities built between 1920 and 1946 has been analyzed in a study prepared by the agency. The study provided a historic and architectural context for development of veteran's care within which hospitals could be evaluated. The exceptional importance of specific individual facilities constructed within the past fifty years could therefore be determined based on their role and their present integrity.

COMPARISON WITH RELATED PROPERTIES

In justifying exceptional importance, it is necessary to identify other properties within the geographical area that reflect the same significance or historic associations and to determine which properties *best* represent the historic context in question. Several properties in the area could become eligible with the passage of time, but few will qualify now as exceptionally important.

POST-WORLD WAR II PROPERTIES

Properties associated with the post-World War II era must be identified and evaluated to determine which ones in an area could be judged exceptionally important. For example, a public housing complex may be eligible as an outstanding expression of the nation's post-war urban policy. A military installation could be judged exceptionally important because of its contribution to the Cold War arms race. A church building in a Southern city may have served as the pivotal rallying point for the city's most famous civil rights protest. A post-war suburban subdivision may be the best reflection of contemporary siting and design tenets in a metropolitan area. In each case, the nomination preparer must justify the *exceptional* importance of the property relative to similar properties in the community, State, or nation.

ELIGIBILITY FOR INFORMATION POTENTIAL

A property that has achieved significance within the past fifty years can qualify under Criterion D only if it can be demonstrated that the information is of exceptional importance within the appropriate context and that the property contains data superior to or different from those obtainable from other sources, including other culturally related sites. An archeological site less than fifty years old may be eligible if the former inhabitants are so poorly documented that information about their lifeways is best obtained from examination of the material remains.

Eligible

- Data such as the rate of adoption of modern technological innovations by rural tenant farmers in the 1950s may not be obtainable through interviews with living persons but could be gained by examination of homesites.

Not Eligible

- A recent archeological site such as the remains of a Navajo sheep corral used in the 1950s would not be considered exceptionally significant for its information potential on animal husbandry if better information on the same topic is available through ethnographic studies or living informants.

HISTORIC DISTRICTS

Properties which have achieved significance within the past fifty years can be eligible for the National Register if they are an integral part of a district which qualifies for National Register listing. This is demonstrated by documenting that the property dates from within the district's defined Period of Significance and that it is associated with one or more of the district's defined Areas of Significance.

Properties less than fifty years old may be an integral part of a district when there is sufficient perspective to consider the properties as historic. This is accomplished by demonstrating that: 1) the district's Period of Significance is justified as a discrete period with a defined beginning and end, 2) the character of the district's historic resources is clearly defined and assessed, 3) specific resources in the district are demonstrated to date from that discrete era, and 4) the majority of district properties are over fifty years old. In these instances, it is not necessary to prove exceptional importance of either the district itself or the less-than-fifty-year-old properties. Exceptional importance still must be demonstrated for district where the majority of properties or the major Period of Significance is less than fifty years old, and for less-than-fifty-year-old properties which are nominated individually.

PROPERTIES MORE THAN FIFTY YEARS IN AGE, LESS THAN FIFTY YEARS IN SIGNIFICANCE

Properties that are more than fifty years old, but whose significant associations or qualities are less than fifty years old, must be treated under the fifty year consideration.

Eligible

- A building constructed early in the twentieth century (and having no architectural importance), but that was associated with an important person during the 1950s, must be evaluated under Criteria Consideration G because the Period of Significance is within the past fifty years. Such a property would qualify if the person was of exceptional importance.

REQUIREMENT TO MEET THE CRITERIA, REGARDLESS OF AGE

Properties that are less than fifty years old and are not exceptionally important will *not* automatically qualify for the National Register once they are fifty years old. In order to be listed in the National Register, all properties, regardless of age, must be demonstrated to meet the Criteria for Evaluation.

VIII. HOW TO EVALUATE THE INTEGRITY OF A PROPERTY

INTRODUCTION

Integrity is the ability of a property to convey its significance. To be listed in the National Register of Historic Places, a property must not only be shown to be significant under the National Register criteria, but it also must have integrity. The evaluation of integrity is sometimes a subjective judgment, but it must always be grounded in an understanding of a property's physical features and how they relate to its significance.

Historic properties either retain integrity (this is, convey their significance) or they do not. Within the concept of integrity, the National Register criteria recognizes seven aspects or qualities that, in various combinations, define integrity.

To retain historic integrity a property will always possess several, and usually most, of the aspects. The retention of specific aspects of integrity is paramount for a property to convey its significance. Determining *which* of these aspects are most important to a particular property requires knowing why, where, and when the property is significant. The following sections define the seven aspects and explain how they combine to produce integrity.

SEVEN ASPECTS OF INTEGRITY

- Location
- Design
- Setting
- Materials
- Workmanship
- Feeling
- Association

UNDERSTANDING THE ASPECTS OF INTEGRITY

LOCATION

Location is the place where the historic property was constructed or the place where the historic event occurred. The relationship between the property and its location is often important to understanding why the property was created or why something happened. The actual location of a historic property, complemented by its setting, is particularly important in recapturing the sense of historic events and persons. Except in rare cases, the relationship between a property and its historic associations is destroyed if the property is moved. (See Criteria Consideration B in *Part VII: How to Apply the Criteria Considerations*, for the conditions under which a moved property can be eligible.)

DESIGN

Design is the combination of elements that create the form, plan, space, structure, and style of a property. It results from conscious decisions made during the original conception and planning of a property (or its significant alteration) and applies to activities as diverse as community planning, engineering, architecture, and landscape architecture. Design includes such elements as organization of space, proportion, scale, technology, ornamentation, and materials.

A property's design reflects historic functions and technologies as well as aesthetics. It includes such considerations as the structural system; massing; arrangement of spaces; pattern of fenestration; textures and colors of surface materials; type, amount, and style of ornamental detailing; and arrangement and type of plantings in a designed landscape.

Design can also apply to districts, whether they are important primarily for historic association, architectural value, information potential, or a combination thereof. For districts significant primarily for historic association or architectural value, design concerns more than just the individual buildings or structures located within the boundaries. It also applies to the way in which buildings, sites, or structures are related: for example, spatial relationships between major features; visual rhythms in a streetscape or landscape plantings; the layout and materials of walkways and roads; and the relationship of other features, such as statues, water fountains, and archeological sites.

SETTING

Setting is the physical environment of a historic property. Whereas location refers to the specific place where a property was built or an event occurred, setting refers to the *character* of the place in which the property played its historical role. It involves *how*, not just *where*, the property is situated and its relationship to surrounding features and open space.

Setting often reflects the basic physical conditions under which a property was built and the functions it was intended to serve. In addition, the way in which a property is positioned in its environment can reflect the designer's concept of nature and aesthetic preferences.

The physical features that constitute the setting of a historic property can be either natural or manmade, including such elements as:

- Topographic features (a gorge or the crest of a hill);
- Vegetation;
- Simple manmade features (paths or fences); and
- Relationships between buildings and other features or open space.

These features and their relationships should be examined not only within the exact boundaries of the property, but also between the property and its *surroundings*. This is particularly important for districts.

MATERIALS

Materials are the physical elements that were combined or deposited during a particular period of time and in a particular pattern or configuration to form a historic property. The choice and combination of materials reveal the preferences of those who created the property and indicate the availability of particular types of materials and technologies. Indigenous materials are often the focus of regional building traditions and thereby help define an area's sense of time and place.

A property must retain the key exterior materials dating from the period of its historic significance. If the property has been rehabilitated, the historic materials and significant features must have been preserved. The property must also be an actual historic resource, not a recreation; a

recent structure fabricated to look historic is not eligible. Likewise, a property whose historic features and materials have been lost and then reconstructed is usually not eligible. (See Criteria Consideration E in *Part VII: How to Apply the Criteria Considerations* for the conditions under which a reconstructed property can be eligible.)

WORKMANSHIP

Workmanship is the physical evidence of the crafts of a particular culture or people during any given period in history or prehistory. It is the evidence of artisans' labor and skill in constructing or altering a building, structure, object, or site. Workmanship can apply to the property as a whole or to its individual components. It can be expressed in vernacular methods of construction and plain finishes or in highly sophisticated configurations and ornamental detailing. It can be based on common traditions or innovative period techniques.

Workmanship is important because it can furnish evidence of the technology of a craft, illustrate the aesthetic principles of a historic or prehistoric period, and reveal individual, local, regional, or national applications of both technological practices and aesthetic principles. Examples of workmanship in historic buildings include tooling, carving, painting, graining, turning, and joinery. Examples of workmanship in prehistoric contexts include Paleo-Indian clovis projectile points; Archaic period beveled adzes; Hopewellian birdstone pipes; copper earspools and worked bone pendants; and Iroquoian effigy pipes.

FEELING

Feeling is a property's expression of the aesthetic or historic sense of a particular period of time. It results from the presence of physical features that, taken together, convey the property's historic character. For example, a rural historic district retaining original design, materials, workmanship, and setting will relate the feeling of agricultural life in the 19th century. A grouping of prehistoric petroglyphs, unmarred by graffiti and intrusions and located on its original isolated bluff, can evoke a sense of tribal spiritual life.

ASSOCIATION

Association is the direct link between an important historic event or person and a historic property. A property retains association if it is the place where the event or activity occurred and is sufficiently intact to convey that relationship to an observer. Like feeling, association requires the presence of physical features that convey a property's historic character. For example, a Revolutionary War battlefield whose natural and manmade elements have remained intact since the 18th century will retain its quality of association with the battle.

Because feeling and association depend on individual perceptions, their retention *alone* is never sufficient to support eligibility of a property for the National Register.

ASSESSING INTEGRITY IN PROPERTIES

Integrity is based on significance: why, where, and when a property is important. Only after significance is fully established can you proceed to the issue of integrity.

The steps in assessing integrity are:

- Define the **essential physical features** that must be present for a property to represent its significance.
- Determine whether the **essential physical features are visible** enough to convey their significance.
- Determine whether the property needs to be **compared with similar properties**. And,
- Determine, based on the significance and essential physical features, **which aspects of integrity** are particularly vital to the property being nominated and if they are present.

Ultimately, the question of integrity is answered by whether or not the property retains the **identity** for which it is significant.

DEFINING THE ESSENTIAL PHYSICAL FEATURES

All properties change over time. It is not necessary for a property to retain all its historic physical features or characteristics. The property must retain, however, the essential physical features that enable it to convey its historic identity. The essential physical features are those features that define both *why* a property is significant (Applicable Criteria and Areas of Significance) and *when* it was significant (Periods of Significance). They are the features without which a property can no longer be identified as, for instance, a late 19th century dairy barn or an early 20th century commercial district.

CRITERIA A AND B

A property that is significant for its historic association is eligible if it retains the essential physical features that made up its character or appearance during the period of its association with the important event, historical pattern, or person(s). If the property is a site (such as a treaty site) where there are no material cultural remains, the setting must be intact.

Archeological sites eligible under Criteria A and B must be in overall good condition with excellent preservation of features, artifacts, and spatial relationships to the extent that these remains are able to convey important associations with events or persons.

CRITERION C

A property important for illustrating a particular architectural style or construction technique must retain most of the physical features that constitute that style or technique. A property that has lost some historic materials or details can be eligible if it retains the majority of the features that illustrate its style in terms of the massing, spatial relationships, proportion, pattern of windows and doors, texture of materials, and ornamentation. The property is not eligible, however, if it retains some basic features conveying massing but has lost the majority of the features that once characterized its style.

Archeological sites eligible under Criterion C must be in overall good condition with excellent preservation

of features, artifacts, and spatial relationships to the extent that these remains are able to illustrate a site type, time period, method of construction, or work of a master.

CRITERION D

For properties eligible under Criterion D, including archeological sites and standing structures studied for their information potential, less attention is given to their overall condition, than it they were being considered under Criteria A, B, or C. Archeological sites, in particular, do not exist today exactly as they were formed. There are always cultural and natural processes that alter the deposited materials and their spatial relationships.

For properties eligible under Criterion D, integrity is based upon the property's potential to yield specific data that addresses important research questions, such as those identified in the historic context documentation in the Statewide Comprehensive Preservation Plan or in the research design for projects meeting the *Secretary of the Interior's Standards for Archeological Documentation*.

INTERIORS

Some historic buildings are virtually defined by their exteriors, and their contribution to the built environment can be appreciated even if their interiors are not accessible. Examples of this would include early examples of steel-framed skyscraper construction. The great advance in American technology and engineering made by these buildings can be read from the outside. The change in American popular taste during the 19th century, from the symmetry and simplicity of architectural styles based on classical precedents, to the expressions of High Victorian styles, with their combination of textures, colors, and asymmetrical forms, is readily apparent from the exteriors of these buildings.

Other buildings "are" interiors. The Cleveland Arcade, that soaring 19th century glass-covered shopping area, can only be appreciated from the inside. Other buildings in this category would be the great covered train sheds of the 19th century.

In some cases the loss of an interior will disqualify properties from listing

in the National Register—a historic concert hall noted for the beauty of its auditorium and its fine acoustic qualities would be the type of property that if it were to lose its interior, it would lose its value as a historic resource. In other cases, the overarching significance of a property's exterior can overcome the adverse effect of the loss of an interior.

In borderline cases particular attention is paid to the significance of the property and the remaining historic features.

HISTORIC DISTRICTS

For a district to retain integrity as a whole, the majority of the components that make up the district's historic character must possess integrity even if they are individually undistinguished. In addition, the relationships among the district's components must be substantially unchanged since the period of significance.

When evaluating the impact of intrusions upon the district's integrity, take into consideration the relative number, size, scale, design, and location of the components that do not contribute to the significance. A district is not eligible if it contains so many alterations or new intrusions that it no longer conveys the sense of a historic environment.

A component of a district cannot contribute to the significance if:

- it has been substantially altered since the period of the district's significance or
- it does not share the historic associations of the district.

VISIBILITY OF PHYSICAL FEATURES

Properties eligible under Criteria A, B, and C must not only retain their essential physical features, but the features must be visible enough to convey their significance. This means that even if a property is physically intact, its integrity is questionable if its significant features are concealed under modern construction. Archeological properties are often the exception to this; by nature they usually do not require visible features to convey their significance.

NON-HISTORIC EXTERIORS

If the historic *exterior* building material is covered by non-historic material (such as modern siding), the property can still be eligible *if* the significant form, features, and detailing are not obscured. If a property's exterior is covered by a non-historic false-front or curtain wall, the property will not qualify under Criteria A, B, or C, because it does not retain the visual quality necessary to convey historic or architectural significance. Such a property also cannot be considered a contributing element in a historic district, because it does not add to the district's sense of time and place. If the false front, curtain wall, or non-historic siding is removed and the original building materials are intact, then the property's integrity can be re-evaluated.

PROPERTY CONTAINED WITHIN ANOTHER PROPERTY

Some properties contain an earlier structure that formed the nucleus for later construction. The exterior property, if not eligible in its own right, can qualify on the basis of the interior property *only if* the interior property can yield significant information about a specific construction technique or material, such as rammed earth or tabby. The interior property *cannot* be used as the basis for eligibility if it has been so altered that it no longer contains the features that could provide important information, or if the presence of important information cannot be demonstrated.

SUNKEN VESSELS

A sunken vessel can be eligible under Criterion C as embodying the distinctive characteristics of a method of construction if it is structurally intact. A *deteriorated* sunken vessel, no longer structurally intact, can be eligible under Criterion D if the remains of either the vessel or its contents is capable of yielding significant information. For further information, refer to *National Register Bulletin: Nominating Historic Vessels and Shipwrecks to the National Register of Historic Places*.

Natural Features

A natural feature that is associated with a historic event or trend, such as a rock formation that served as a trail marker during westward expansion, must retain its historic appearance, unobscured by modern construction or landfill. Otherwise it is not eligible, even though it remains intact.

COMPARING SIMILAR PROPERTIES

For some properties, comparison with similar properties should be considered during the evaluation of integrity. Such comparison may be important in deciding what physical features are essential to properties of that type. In instances where it has not been determined what physical features a property must possess in order for it to reflect the significance of a historic context, comparison with similar properties should be undertaken during the evaluation of integrity. This situation arises when scholarly work has not been done on a particular property type or when surviving examples of a property type are extremely rare. (See **Comparing Related Properties** in *Part V: How to Evaluate a Property within its Historic Context*.)

RARE EXAMPLES OF A PROPERTY TYPE

Comparative information is particularly important to consider when evaluating the integrity of a property that is a rare surviving example of its type. The property must have the essential physical features that enable it to convey its historic character or information. The rarity and poor condition, however, of other extant examples of the type may justify accepting a greater degree of alteration or fewer features, provided that enough of the property survives for it to be a significant resource.

Eligible

- A one-room schoolhouse that has had all original exterior siding replaced and a replacement roof that does not exactly replicate the original roof profile can be eligible if the other extant rare examples have received an even greater degree of alteration, such as the subdivision of the original one-room plan.

Not Eligible

- A mill site contains information on how site patterning reflects historic functional requirements, but parts of the site have been destroyed. The site is not eligible for its information potential if a comparison of other mill sites reveals more intact properties with complete information.

DETERMINING THE RELEVANT ASPECTS OF INTEGRITY

Each type of property depends on certain aspects of integrity, more than others, to express its historic significance. Determining which of the aspects is most important to a particular property requires an understanding of the property's significance and its essential physical features.

CRITERIA A AND B

A property important for association with an event, historical pattern, or person(s) ideally might retain *some* features of all seven aspects of integrity: location, design, setting, materials, workmanship, feeling, and association. Integrity of design and workmanship, however, might not be as important to the significance, and would not be relevant if the property were a site. A basic integrity test for a property associated with an important event or person is whether a historical contemporary would recognize the property as it exists today.

For archeological sites that are eligible under Criteria A and B, the seven aspects of integrity can be applied in much the same way as they are to buildings, structures, or objects. It is important to note, however, that the site must have *demonstrated* its ability to convey its significance, as opposed to sites eligible under Criterion D where only the potential to yield information is required.

Eligible

A mid-19th century waterpowered mill important for its association with an area's industrial development is eligible if:

- it is still on its original site (**Location**), and
- the important features of its setting are intact (**Setting**), and
- it retains most of its historic materials (**Materials**), and
- it has the basic features expressive of its design and function, such as configuration, proportions, and window pattern (**Design**).

Not Eligible

A mid-19th century water-powered mill important for its association with an area's industrial development is not eligible if:

- it has been moved (**Location**, **Setting**, **Feeling**, and **Association**), or
- substantial amounts of new materials have been incorporated (**Materials**, **Workmanship**, and **Feeling**), or
- it no longer retains basic design features that convey its historic appearance or function (**Design**, **Workmanship**, and **Feeling**).

CRITERION C

A property significant under Criterion C must retain those physical features that characterize the type, period, or method of construction that the property represents. Retention of design, workmanship, and materials will usually be more important than location, setting, feeling, and association. Location and setting will be important, however, for those properties whose design is a reflection of their immediate environment (such as designed landscapes and bridges).

For archeological sites that are eligible under Criterion C, the seven aspects of integrity can be applied in much the same way as they are to buildings, structures, or objects. It is important to note, however, that the site must have *demonstrated* its ability to convey its significance, as opposed to sites eligible under Criterion D where only the *potential* to yield information is required.

Eligible

A 19th century wooden covered bridge, important for illustrating a construction type, is eligible if:

- the essential features of its design are intact, such as abutments, piers, roof configuration, and trusses (**Design**, **Workmanship**, and **Feeling**), and
- most of the historic materials are present (**Materials**, **Workmanship**, and **Feeling**), and
- evidence of the craft of wooden bridge technology remains, such as the form and assembly technique of the trusses (**Workmanship**).
- Since the design of a bridge relates directly to its function as a transportation crossing, it is also important that the bridge still be situated over a waterway (**Setting**, **Location**, **Feeling**, and **Association**).

Not Eligible

For a 19th century wooden covered bridge, important for its construction type, replacement of some materials of the flooring, siding, and roofing would not necessarily damage its integrity. Integrity would be lost, however, if:

- the abutments, piers, or trusses were substantially altered (**Design**, **Workmanship**, and **Feeling**) or
- considerable amounts of new materials were incorporated (**Materials**, **Workmanship**, and **Feeling**).
- Because environment is a strong factor in the design of this property type, the bridge would also be ineligible if it no longer stood in a place that conveyed its function as a crossing (**Setting**, **Location**, **Feeling**, and **Association**).

CRITERION D

For properties eligible under Criterion D, setting and feeling may not have direct bearing on the property's ability to yield important information. Evaluation of integrity probably will focus primarily on the location, design, materials, and perhaps workmanship.

Eligible

A multicomponent prehistoric site important for yielding data on changing subsistence patterns can be eligible if:

- floral or faunal remains are found in clear association with cultural material (**Materials** and **Association**) and
- the site exhibits stratigraphic separation of cultural components (**Location**).

Not Eligible

A multicomponent prehistoric site important for yielding data on changing subsistence patterns would not be eligible if:

- floral or faunal remains were so badly decomposed as to make identification impossible (**Materials**), or
- floral or faunal remains were disturbed in such a manner as to make their association with cultural remains ambiguous (**Association**), or
- the site has lost its stratigraphic context due to subsequent land alterations (**Location**).

Eligible

A lithic scatter site important for yielding data on lithic technology during the Late Archaic period can be eligible if:

- the site contains lithic debitage, finished stone tools, hammerstones, or antler flakers (**Material** and **Design**), and
- the site contains datable material (**Association**).

Not Eligible

A lithic scatter site important for yielding data on lithic technology during the Late Archaic period would not be eligible if:

- the site contains natural deposits of lithic materials that are impossible to distinguish from culturally modified lithic material (**Design**) or
- the site does not contain any temporal diagnostic evidence that could link the site to the Late Archaic period (**Association**).

IX. SUMMARY OF THE NATIONAL HISTORIC LANDMARKS CRITERIA FOR EVALUATION

A property being nominated to the National Register may also merit consideration for potential designation as a National Historic Landmark. Such consideration is dependent upon the stringent application of the following distinct set of criteria (found in the *Code of Federal Regulations*, Title 36, Part 65).

NATIONAL HISTORIC LANDMARKS CRITERIA

The quality of national significance is ascribed to districts, sites, buildings, structures, and objects that possess exceptional value or quality in illustrating or interpreting the heritage of the United States in history, architecture, archeology, engineering, and culture and that possess a high degree of integrity of location, design, setting, materials, workmanship, feeling, and association, and:

1. That are associated with events that have made a significant contribution to, and are identified with, or that outstandingly represent, the broad national patterns of United States history and from which an understanding and appreciation of those patterns may be gained; or
2. That are associated importantly with the lives of persons nationally significant in the history of the United States; or
3. That represent some great idea or ideal of the American people; or
4. That embody the distinguishing characteristics of an architectural type specimen exceptionally valuable for a study of a period, style or method of construction, or that represent a significant, distinctive and exceptional entity whose components may lack individual distinction; or
5. That are composed of integral parts of the environment not sufficiently significant by reason of historical association or artistic merit to warrant individual recognition but collectively compose an entity of exceptional historical or artistic significance, or outstandingly commemorate or illustrate a way of life or culture; or
6. That have yielded or may be likely to yield information of major scientific importance by revealing new cultures, or by shedding light upon periods of occupation over large areas of the United States. Such sites are those which have yielded, or which may reasonably be expected to yield, data affecting theories, concepts and ideas to a major degree.

NATIONAL HISTORIC LANDMARK EXCLUSIONS

Ordinarily, cemeteries, birthplaces, graves of historical figures, properties owned by religious institutions or used for religious purposes, structures that have been moved from their original locations, reconstructed historic buildings and properties that have achieved significance within the past fifty years are not eligible for designation. If such properties fall within the following categories they may, nevertheless, be found to qualify:

1. A religious property deriving its primary national significance from architectural or artistic distinction or historical importance; or
2. A building or structure removed from its original location but which is nationally significant primarily for its architectural merit, or for association with persons or events of transcendent importance in the nation's history and the association consequential; or
3. A site of a building or structure no longer standing but the person or event associated with it is of transcendent importance in the nation's history and the association consequential; or

4. A birthplace, grave or burial if it is of a historical figure of transcendent national significance and no other appropriate site, building, or structure directly associated with the productive life of that person exists; or
5. A cemetery that derives its primary national significance from graves of persons of transcendent importance, or from an exceptionally distinctive design or an exceptionally significant event; or
6. A reconstructed building or ensemble of buildings of extraordinary national significance when accurately executed in a suitable environment and presented in a dignified manner as part of a restoration master plan, and when no other buildings or structures with the same association have survived; or
7. A property primarily commemorative in intent if design, age, tradition, or symbolic value has invested it with its own national historical significance; or
8. A property achieving national significance within the past 50 years if it is of extraordinary national importance.

COMPARING THE NATIONAL HISTORIC LANDMARKS CRITERIA AND THE NATIONAL REGISTER CRITERIA

In general, the instructions for preparing a National Register nomination and the guidelines stated in this bulletin for applying the National Register Criteria also apply to Landmark nominations and the use of the Landmark criteria. While there are specific distinctions discussed below, *Parts IV and V* of this bulletin apply equally to National Register listings and Landmark nominations. That is, the categories of historic properties are defined the same way; historic con-

texts are identified similarly; and comparative evaluation is carried out on the same principles enumerated in *Part V*.

There are some differences between National Register and National Historic Landmarks Criteria. The following is an explanation of how each Landmark Criterion compares with its National Register Criteria counterpart:

CRITERION 1

This Criterion relates to National Register Criterion A. Both cover properties associated with events. The Landmark Criterion, however, requires that the events associated with the property be *outstandingly* represented by that property and that the property be related to the broad national patterns of U.S. history. Thus, the quality of the property to convey and interpret its meaning must be of a higher order and must relate to national themes rather than the narrower context of State or local themes.

CRITERION 2

This Criterion relates to National Register Criterion B. Both cover properties associated with significant people. The Landmark Criterion differs in that it specifies that the association of a person to the property in question be an important one and that the person associated with the property be of *national* significance.

CRITERION 3

This Criterion has no counterpart among the National Register Criteria. It is rarely, if ever, used alone. While not a landmark at present, the Liberty Bell is an object that might be considered under this Criterion. The application of this Criterion obviously requires the most careful scrutiny and would apply only in rare instances involving ideas and ideals of the highest order.

CRITERION 4

This Criterion relates to National Register Criterion C. Its intent is to qualify exceptionally important works of architecture or collective elements of architecture extraordinarily significant as an ensemble, such as a historic

district. Note that the language is more restrictive than that of the National Register Criterion in requiring that a candidate in architecture be "a specimen exceptionally valuable for the study of a period, style, or method of construction" rather than simply embodying distinctive characteristics of a type, period, or method of construction. With regard to historic districts, the Landmarks Criterion requires an entity that is distinctive and exceptional. Unlike National Register Criterion C, this Criterion will not qualify the works of a master, *per se*, but only such works which are exceptional or extraordinary. Artistic value is considered only in the context of history's judgement in order to avoid current conflicts of taste.

CRITERION 5

This Criterion does not have a strict counterpart among the National Register Criteria. It may seem redundant of the latter part of Landmark Criterion 4. It is meant to cover collective entities such as Greenfield Village and historic districts like New Bedford, Massachusetts, which qualify for their collective association with a nationally significant event, movement, or broad pattern of national development.

CRITERION 6

The National Register counterpart of this is Criterion D. Criterion 6 was developed specifically to recognize archeological sites. All such sites must address this Criterion. The following are the qualifications that distinguish this Criterion from its National Register counterpart: the information yielded or likely to be yielded must be of *major* scientific importance by revealing new cultures, or by shedding light upon periods of occupation *over large areas* of the United States. Such sites should be expected to yield data affecting *theories, concepts, and ideas* to a *major degree*.

The data recovered or expected to be recovered must make a major contribution to the existing corpus of information. Potentially recoverable data must be likely to revolutionize or substantially modify a major theme in history or prehistory, resolve a substantial historical or anthropological debate, or close a serious gap in a major theme of U. S. history or prehistory.

EXCLUSIONS AND EXCEPTIONS TO THE EXCLUSIONS

This section of the National Historic Landmarks Criteria has its counterpart in the National Register's "Criteria Considerations." The most abundant difference between them is the addition of the qualifiers "national," "exceptional," or "extraordinary" before the word significance. Other than this, the following are the most notable distinctions:

EXCLUSION 2

Buildings moved from their original location, qualify only if one of two conditions are met: 1) the building is nationally significant for

architecture, or 2) the persons or events with which they are associated are of *transcendent* national significance and the association is consequential.

Transcendent significance means an order of importance higher than that which would ordinarily qualify a person or event to be nationally significant. A consequential association is a relationship to a building that had an evident impact on events, rather than a connection that was incidental and passing.

EXCLUSION 3

This pertains to the site of a structure no longer standing. There is no counterpart to this exclusion in the National Register Criteria. In order for such a property to qualify for Landmark designation it must meet the second condition cited for Exclusion 2.

EXCLUSION 4

This exclusion relates to Criteria Consideration C of the National Register Criteria. The only difference is that a burial place qualifies for Landmark designation only if, in addition to other factors, the person buried is of *transcendent* national importance.

When evaluating properties at the national level for designation as a National Historic Landmark, please refer to the National Historic Landmarks outline, *History and Prehistory in the National Park System and the National Historic Landmarks Program, 1987*. (For more information about the National Historic Landmarks program, please write to Department of the Interior, National Park Service, National Historic Landmarks, 1849 C Street, NW, NC400, Washington, DC 20240.)

X. GLOSSARY

Associative Qualities - An aspect of a property's history that links it with historic events, activities, or persons.

Code of Federal Regulations - Commonly referred to as "CFR." The part containing the National Register Criteria is usually referred to as 36 CFR 60, and is available from the National Park Service.

CLG - Certified Local Government.

Culture - A group of people linked together by shared values, beliefs, and historical associations, together with the group's social institutions and physical objects necessary to the operation of the institution.

Cultural Resource - See Historic Resource.

Evaluation - Process by which the significance and integrity of a historic property are judged and eligibility for National Register listing is determined.

Historic Context - An organizing structure for interpreting history that groups information about historic properties that share a common theme, common geographical area, and a common time period. The development of historic contexts is a foundation for decisions about the planning, identification, evaluation, registration, and treatment of historic properties, based upon comparative historic significance.

Historic Integrity - The unimpaired ability of a property to convey its historical significance.

Historic Property - See Historic Resource.

Historic Resource - Building, site, district, object, or structure evaluated as historically significant.

Identification - Process through which information is gathered about historic properties.

Listing - The formal entry of a property in the National Register of Historic Places. See also, Registration.

Nomination - Official recommendation for listing a property in the National Register of Historic Places.

Property Type - A grouping of properties defined by common physical and associative attributes.

Registration - Process by which a historic property is documented and nominated or determined eligible for listing in the National Register.

Research Design - A statement of proposed identification, documentation, investigation, or other treatment of a historic property that identifies the project's goals, methods and techniques, expected results, and the relationship of the expected results to other proposed activities or treatments.

XI. LIST OF NATIONAL REGISTER BULLETINS

The Basics

How to Apply National Register Criteria for Evaluation *

Guidelines for Completing National Register of Historic Places Form

Part A: How to Complete the National Register Form *

Part B: How to Complete the National Register Multiple Property Documentation Form *

Researching a Historic Property *

Property Types

Guidelines for Evaluating and Documenting Historic **Aids to Navigation** *

Guidelines for Identifying, Evaluating and Registering **America's Historic Battlefields**

Guidelines for Evaluating and Registering Historical **Archeological Sites**

Guidelines for Evaluating and Documenting Historic **Aviation Properties**

Guidelines for Evaluating and Registering **Cemeteries and Burial Places**

How to Evaluate and Nominate **Designed Historic Landscapes** *

Guidelines for Identifying, Evaluating and Registering Historic **Mining Sites**

How to Apply National Register Criteria to **Post Offices** *

Guidelines for Evaluating and Documenting **Properties Associated with Significant Persons**

Guidelines for Evaluating and Documenting **Properties That Have Achieved Significance Within the Last Fifty Years** *

Guidelines for Evaluating and Documenting **Rural Historic Landscapes** *

Guidelines for Evaluating and Documenting **Traditional Cultural Properties** *

Nominating Historic **Vessels and Shipwrecks** to the National Register of Historic Places

Technical Assistance

Defining Boundaries for National Register Properties*

Guidelines for Local Surveys: A Basis for Preservation Planning *

How to Improve the Quality of Photographs for National Register Nominations

National Register Casebook: Examples of Documentation *

Using the UTM Grid System to Record Historic Sites

To order these publications, write to: National Register of Historic Places, National Park Service, 1849 C St., NC 400, NW, Washington, D.C. 20240, or e-mail at: nr_reference@nps.gov. Publications marked with an asterisk (*) are also available in electronic form at www.cr.nps.gov/nr.

From: [Leilani Shields](#)
To: [HistoricalLandmarksCommission](#)
Subject: Nomination For National Register of Historic Places
Date: Wednesday, September 30, 2020 7:30:36 PM

Historical and Landmarks Commission
City of Santa Clara
1500 Warburton Avenue
Santa Clara, Ca. 95050

re: Pomeroy Green nomination

Dear Commissioners:

Please recommend that Council recommend approval of Pomeroy Green to the National Register of Historic Places as a Historic District to the State Historical Resources Commission. I am a resident and shareholder in Pomeroy Green and I support the nomination to list Pomeroy Green on the National Register of Historic Places.

I appreciate this unique opportunity to recognize an important multi-family housing complex developed by a locally prominent developer, merchant builder Joseph Eichler, and his locally prominent architects, architect Claude Oakland and landscape architects Sasaki, Walker and Associates.

Thank you for your consideration of this nomination. With your support, Pomeroy Green will become a part of our State's and nation's architectural history.

Sincerely,

Pomeroy Green Shareholder

From: [Cindy Alderson](#)
To: [HistoricLandmarksCommission](#)
Subject: Nomination of Pomeroy Green for Historic Recognition
Date: Thursday, October 01, 2020 10:27:59 AM

Dear Commissioners,

I am pleased to see that you will be discussing the nomination of Pomeroy Green, an Eichler built low-density housing complex designed by architect Claude Oakland and landscape architects Sasaki, Walker and Associates, for nomination as an Historic District to the National Register of Historic Places. I believe that Pomeroy Green deserves this nomination.

As property values increased in this area, Eichler commissioned designs for higher density living without sacrificing his ideals of livability and planned communities featuring integrated parks and community centers. The homes were designed for privacy, with line-of-sight buffer spaces between windows and with plenty of natural light. There is no central air, but instead we have radiant heat and depend on air-flow, generous eaves in some cases, and shading trees for cooling. Deciduous trees allow for summer cooling and winter sunlight. Our homes are far ahead of their time and are quiet, efficient, and comfortable. They are a good place to raise a family and generations of kids have grown up here.

Architectural designs, and city plans, have changed greatly since our complexes were built in the early 1960's. Recognizing the forward-thinking, and rarity of these designs is appropriate. Thank you for considering the nomination. With your support, Pomeroy Green will become a part of our State's and nation's architectural heritage.

Sincerely,

Cynthia Alderson
Pomeroy West Homeowner
1104 Pomeroy Ave.

From: diane@dianesdreamdestinations.biz
To: [HistoricalLandmarksCommission](#)
Subject: Please support nomination of Pomeroy Green to the National Register of Historic Places
Date: Thursday, October 01, 2020 12:27:37 AM

Dear Commissioners:

Please recommend to the City Council that they recommend to the State Historical Resources Commission the approval of Pomeroy Green Historic District to the National Register of Historic Places. I am a resident in Pomeroy Green, and I support this nomination.

This is a wonderful opportunity to recognize our important multi-family housing complex developed by a locally prominent developer, merchant builder Joseph Eichler, and his locally prominent architects, architect Claude Oakland and landscape architects Sasaki, Walker and Associates.

Thank you for considering the nomination. With your support, Pomeroy Green will become a part of our State's and nation's architectural heritage.

Sincerely,

Diane Harrison
3283 Benton St.
Santa Clara, CA 95051 (land of the Ohlone and
Muwekma Ohlone people)
408-246-8149
diane@dianesdreamdestinations.biz

From: [cynthia](#)
To: [HistoricalLandmarksCommission](#)
Subject: POMEROY GREEN HISTORICAL REGISTER
Date: Thursday, October 01, 2020 10:11:21 AM

YES!!!

cynthia berg
1092 pomeroy ave
Santa clara, ca 95051

(i'm in the other eichler development).

From: [Ken Kratz](#)
To: [HistoricalLandmarksCommission](#)
Subject: Pomeroy Green nomination to the National Register of Historic Places--letter in support
Date: Tuesday, September 29, 2020 7:49:05 PM

3283 Benton Street
Santa Clara, Ca. 95051
September 29, 2020

Historical and Landmarks Commission
City of Santa Clara
1500 Warburton Avenue
Santa Clara, Ca. 95050

re: Pomeroy Green nomination to NRHP

Dear Commissioners:

Please recommend that Council recommend approval of Pomeroy Green to the National Register of Historic Places (NRHP) as a Historic District to the State Historical Resources Commission. I am a resident and shareholder in Pomeroy Green and I support the nomination to list Pomeroy Green on the NRHP.

This is a wonderful opportunity to recognize an important multi-family housing complex in our city that was developed by a locally prominent developer, merchant builder Joseph Eichler, and his locally prominent architects, architect Claude Oakland and landscape architects Sasaki, Walker and Associates.

With your support, Pomeroy Green will become a part of our State's and nation's architectural heritage.

Sincerely,

Ken Kratz
Pomeroy Green shareholder

From: [Ken Kratz](#)
To: [HistoricalLandmarksCommission](#)
Subject: Pomeroy Green nomination--link to registration form with colored photos as well as black and white images with tonal values
Date: Tuesday, September 29, 2020 8:03:57 PM

Dear Historical and Landmarks Commission:

Regarding the nomination of Pomeroy Green to the National Register of Historic Places (NRHP) that you will be considering during the public hearing scheduled for your Thursday, October 1, 2020 meeting (item #4 on your agenda), please use the following link to the registration form for Pomeroy Green on the State Office of Historic Preservation (OHP) website, "Pending Nominations," to see an easier to read copy of the registration form: [Pending Nominations](#)

Pending Nominations

California State Parks, State of California

Scroll down to the Pomeroy Green entry and click on that entry to see the registration form. That copy of the registration form on the OHP website includes color images and black and white images with tonal values. The registration form included in your packet on the City's website does not include color images nor black and white images with tonal values. I think the color images and tonal values in the OHP copy will help you in your deliberations.

Please recommend that Council recommend approval of Pomeroy Green to the National Register of Historic Places as a Historic District to the State Historical Resources Commission.

Ken Kratz
Pomeroy Green shareholder
3283 Benton Street
Santa Clara, Ca. 95051

From: [Richard Dodge](#)
To: [HistoricalLandmarksCommission](#)
Subject: Pomeroy Green
Date: Wednesday, September 30, 2020 8:09:15 AM

Please consider the application for historical designation of the pomeroy green coop. As a long time owner and resident I know that the coop is a fixture in the city. It provides an example of Eichler architecture and medium density affordable housing.

Regards, Rick

From: [Ruth Priest](#)
To: [HistoricallandmarksCommission](#)
Subject: Pomeroy Green
Date: Wednesday, September 30, 2020 10:19:55 AM

I have lived in Pomeroy Green since 1973. I fully support historical status for our small community. We have wonderful Eichler architecture and it should be preserved.

Thanks,
Ruth Priest
1129 Pomeroy Avenue
Santa Clara, CA 95051

From: [SHALINI Venkatesh](#)
To: [HistoricallandmarksCommission](#)
Subject: re: Consideration of the nomination of Pomeroy Green as a Historic District to the NRHP
Date: Wednesday, September 30, 2020 7:10:19 PM

Dear Commissioners,

Thank you for considering the pending nomination of Pomeroy Green to the National Register of Historic Places as a Historic District.

Please issue a positive recommendation to the City Council, in support of this nomination which is soon to be considered by the State Historical Resources Commission. I am a resident of Pomeroy West, another Eichler multi-family complex located in the neighborhood, across the street from Pomeroy Green, and I strongly support the nomination to list Pomeroy Green on the NRHP.

I believe this is a wonderful opportunity to recognize an important multi-family housing complex developed by a locally prominent developer, merchant builder Joseph Eichler, and his locally prominent architects, architect Claude Oakland and landscape architects Sasaki, Walker and Associates.

I am hoping that your support, plus that of the City, will help ensure that Pomeroy Green becomes a recognized part of the architectural heritage of California and the United States.

Sincerely,
Shalini Venkatesh

1078 Pomeroy Avenue
Santa Clara, CA 95051

From: [Satish Moogi](#)
To: [HistoricallandmarksCommission](#)
Subject: Recommendation letter - Pomeroy Green
Date: Tuesday, September 29, 2020 10:52:46 PM
Attachments: [SatishMoogi_SantaClara_HLC.pdf](#)

Hello,

I am here by sending my request to include Pomeroy Green in the National Register of Historic Places.

Appreciate your help

Sincerely
Satish

Historical and Landmarks Commission
City of Santa Clara
1500 Warburton Avenue
Santa Clara, Ca. 95050

29 Sep 2020

Re: Pomeroy Green nomination

Dear Commissioners:

I am a shareholder and resident of Pomeroy Green Community. I support the nomination to list Pomeroy Green on the National Register of Historic Places hence I hereby request the Commission recommend approval of Pomeroy Green to the National Register of Historic Places as a Historic District to the State Historical Resources Commission.

This is a wonderful opportunity to recognize an important multi-family housing complex developed by a locally prominent developer, merchant builder Joseph Eichler, and his locally prominent architects, architect Claude Oakland and landscape architects Sasaki, Walker and Associates.

Thank you for considering the nomination. With your support, Pomeroy Green will become a part of our State's and nation's architectural heritage.

Sincerely,

Satish S. Moogi
Pomeroy Green shareholder



Agenda Report

21-1411

Agenda Date: 1/12/2021

REPORT TO COUNCIL

SUBJECT

Action on Resolution Amending Rate Schedules for Electric Service for All Classes of Customers, Effective February 1, 2021

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

The City of Santa Clara's Electric Utility, Silicon Valley Power (SVP), is proposing a rate increase of 3% for all classes of customers, effective February 1, 2021 (Bill Cycle 704). SVP's budget for the 2020/2021 fiscal year assumed a 3% rate increase effective January 2021. The budget, with this assumption, was approved by the City Council on June 23, 2020.

Electric Utility staff have reached out to the Energy Task Force (large customers), school districts, numerous individual customers, and media representatives. Staff also has provided information via social media: Nextdoor, Twitter and Facebook. The rate increase notice will be published in the Outlet Newsletter that is mailed to all commercial customers.

DISCUSSION

The proposed 3% rate increase is needed to cover the increased cost of generating and delivering power to SVP customers including:

- Transmission access charges that apply to all electric energy that SVP receives via the PG&E transmission system. PG&E's electric transmission rate has tripled over the past 10 years and more stringent wildfire safety requirements and insurance costs are expected to continue to add to the rise in these charges.
- Additional renewable energy, reliability, and safety requirements that have been legislated.
- Continuing upgrades and maintenance of infrastructure required to maintain SVP's high service reliability.
- Low interest rates that have eroded interest income from SVP's cash reserves and the need to maintain SVP's cash reserve funds in order to maintain SVP's current A+/AA- bond ratings.

As noted above, one of the main purposes of the rate increase is to maintain SVP's infrastructure and overall system. The rate increase will add approximately \$1.1 million a month, and the funding is needed to be able to maintain and provide the current level of service. Rate increases are needed to:

- Purchase and produce the power to meet the City's needs
- Proactive maintenance of the generation (power plants) and distribution and transmission

system (poles and wires) to maintain SVP's high reliability.

- Continue to meet and exceed the State renewable energy requirements
- Proactive tree maintenance to minimize tree related outages

If the rate increase is not approved, there would be less funding to meet all the goals of the Utility. Staff would need to review the budget and determine where to decrease an equivalent amount, during a time when the system has already felt great pressure with State-wide fires, Public Safety Power Shutoffs (PSPSs), and other infrastructure impacts. The City would need to consider items such as:

- Reduce proactive maintenance to the transmission and distribution system which would increase outages
- Reduce proactive tree maintenance which would increase outages
- Reduce maintenance of generation assets which could cause failures or more expensive future Capital projects
- Reduce renewable power purchases for less costly options and instead to only meet minimum state requirements
- Reduce reserves which would affect future Bond ratings and would add additional future costs. Reserves should be in a range between \$120 to \$180 million to maintain current bond ratings and the reserves are currently at \$124 million. In Feb 2020, Fitch Ratings (Fitch) affirmed SVP's bond rating at AA- with a stable outlook, and based on those ratings, the City recently refinanced Bonds which saved the ratepayers approximately \$20 million.

Staff has taken every opportunity to partially offset these costs including selling renewable energy credits and greenhouse gas allowances that are not needed in the near term to achieve the City Council's sustainability policy objectives for SVP, a negotiated reduction in natural gas transportation costs, and reduced cost through debt management and refinancing. While the City recognizes that the timing may not be best placed for this increase, SVP's mission of providing reliable power citywide is dependent on having sufficient cash flow to meet the City's needs. SVP provides a rate assistance program and also developed a rate assistance program for those financially affected by COVID-19. That program was recently extended. SVP has also launched an energy efficiency grant program for small business impacted by COVID and continues to offer various energy efficiency rebates.

Santa Clara will still continue to have the lowest municipal utility and system average electric rates in California for utilities with more than 10,000 customers.

Average Cost of Rate Increase

The proposed increase also reflects a strategy to increase rates gradually. Rates were increased by 3% in 2017, and there was no rate increase in 2018 due to a high water year with significant hydroelectric power available. Rates were increased by 2% in 2019 and 3% in 2020. The intent is to provide relatively small and predictable increases that customers, both large and small, can plan for and to maintain the system. For an average residential electric customer (averaging 430 kilowatt hours per month in FY19-20), with the proposed 3% increase the customer's electric bill will increase by approximate \$1.60 per month (from \$53.70 to \$55.30) or \$19.20 a year. Residential bills for higher or lower usage levels will be proportionately larger or smaller. For customers who have difficulty absorbing these increases, SVP continues to offer assistance to low-income

customers and energy conservation programs and rebates to help customers reduce their electricity usage.

Staff proposes that rates and charges for all classes of customers be increased on a uniform percentage basis because the underlying cost increases reflected in this rate increase proposal are incurred on behalf of all classes of existing customers. The cost of hooking up new customers is recovered separately in connection fees that SVP charges to each new customer and to existing customers with new loads subject to load increase fees.

Comparison to PG&E

With the proposed increase, SVP will continue to have the **lowest system average rates in California** (for utilities with more than 10,000 customers), based on California Municipal Rates Group's most recent survey and SVP's rates will remain significantly below PG&E's current rates:

SVP Proposed Rates Below
Current (10-01-20) PG&E Rates

Residential	51%
Small Commercial	29%
Large Commercial	41%
Small Industrial	33%
Large Industrial	29%

News media indicates that PG&E has won regulatory approval to increase household customer rates by 6% to 8% in 2021 in order to update equipment and reduce wildfire risk. If those PG&E increases go into effect, the gap between SVP and PG&E rates will increase even more.

Rate Schedule CB-6 and CB-7

SVP is also proposing to amend Time of Use (TOU) rate under Rate Schedule CB-6 - Large Combined General Services, and Rate Schedule CB-7 - Large Combined General Services - Market Based Option. At the November 27, 2018 Council meeting, the City Council adopted Resolution No. 18-8629 which approved Rate Schedules CB-6 and CB-7. These rate schedules and the TOU rate under these rate schedules are both voluntary, and the TOU rate is designed to charge higher rate during on-peak hours and less during off-peak. The goal is to encourage users to lower their usage and cost during on-peak hours by providing a financial incentive.

The on-peak and off-peak energy use periods were established to be consistent with the California Independent System Operator's (CAISO) peak hours definition. Compared to the TOU periods in other rate schedules, this change had the effect of decreasing the number of on-peak hours and increased the number of off-peak hours. This change should have been reflected in the calculation of SVP's on-peak vs. off-peak market price differential during the revised periods. This oversight meant that some CB-6/CB-7 customers would be able to lower their bills without making any change in their usage patterns if they opt in TOU rate.

Therefore, SVP staff recommends that the TOU rate in CB-6 and CB-7 be revised to appropriately reflect the On-peak and Off-peak energy use periods defined in both rate schedules. This change will restore the intent of the TOU option, to encourage and support non-peak energy use.

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 15273 in that it is an approval of a change in rate that will not result in direct or indirect changes in the environment.

FISCAL IMPACT

The rate increase is anticipated to generate approximately \$5.6 million in Fiscal Year 2020/21 and \$13.9 million annually thereafter. The additional revenues are included in the Amended FY 2020/21 Operating Budget in the Electric Utility Operating Fund. Revenue increases in the out years will be incorporated into the budget development process for those years.

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>>.

In addition, Electric Utility staff have reached out to the Energy Task Force (large customers), school districts, numerous individual customers, and media representatives. Staff also has provided information via social media: Nextdoor, Twitter and Facebook. A meeting was held with the Energy Task Force on October 20, 2020.

RECOMMENDATION

Adopt a Resolution amending Rate Schedules for Electric Services for all classes of customers effective February 1, 2021 and amending Time of Use rate under CB-6 and CB-7 Rate Schedule.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Resolution
2. Rate Schedules to be Effective February 1, 2021

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA, AMENDING CITY RATE SCHEDULES FOR ELECTRIC UTILITY SERVICE TO INCREASE ELECTRIC RATES AND CHARGES IN EACH RATE SCHEDULE BY THREE PERCENT (3.0%) BEGINNING FEBRUARY 1, 2021 (BILL CYCLE 704), AND TO AMEND TIME OF USE RATE UNDER RATE SCHEDULES CB-6 AND CB-7

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

WHEREAS, all electric energy and power furnished to customers of the Electric Department of the City of Santa Clara, California, doing business as Silicon Valley Power, shall be supplied and charged to such customers, and paid for by such customers in accordance with certain electric rate schedules, tariffs and rules and regulations adopted and amended from time to time by the City Council;

WHEREAS, Chapter 13.05 of the Santa Clara City Code ("Code") pertains to Operation of an Electric Utility, and Section 13.05.040 of the Code provides that the City Council may, by resolution, from time to time as it deems necessary for the administration or implementation of the intent of this chapter, review, revise, adopt and/or promulgate new or amended rate schedules and regulations concerning the operation or administration of the Electric Utility;

WHEREAS, the Electric Department presented a Report To Council to City Council at its regularly scheduled meeting on January 12, 2021 to amend the City of Santa Clara Electric Rate Schedules ("Rate Schedules"); and

WHEREAS, the City Council reviewed and approved the recommendations contained in the Report to Council, which included the recommendation to the City Council to amend the Rate Schedules for utility service to increase electric rates and charges in such Rate Schedules by three percent (3.0%) beginning February 1, 2021, and to amend the Time of Use rate under Rate Schedules CB-6 and CB-7.

///

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

1. That the Rate Schedules, which are attached to this Resolution and incorporated by reference, are amended to include and memorialize the changes as presented by City Staff to the City Council during its regularly scheduled meeting on January 12, 2021, to increase electric rates and charges in each Rate Schedule by three percent (3.0%) beginning February 1, 2021 (Bill Cycle 704), and to amend the Time of Use rate under Rate Schedules CB-6 and CB-7;
2. That the amended Rate Schedules attached to this Resolution are hereby approved and adopted by the City Council and said Rate Schedules designated to become effective February 1, 2021;
3. That the increases in the electrical rates as indicated in the amended Rate Schedules adopted by the City Council in this Resolution are necessary to enable the Electric Department to offset increased costs due primarily to increased transmission costs and additional environmental and reliability requirements, and upgrade of transmission and distribution systems costs while maintaining the Rate Stabilization Fund at the target level.
4. That a true and correct copy of the Resolution, including amended Rate Schedules, shall be kept on file in the Office of the City Clerk and in the Billing Division of the City Finance Department at all times while the rates are effective and, until further amended or replaced, shall be open to public investigation and inspection during the regular business hours of such offices;

///

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

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 12th DAY OF JANUARY, 2021, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

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

Attachments incorporated by reference:

1. Rate Schedules to be Effective February 1, 2021

**CITY OF SANTA CLARA
SILICON VALLEY POWER
RATE SCHEDULES
TO BE EFFECTIVE FEBRUARY 2021**

**RATE SCHEDULE D-1
DOMESTIC SERVICE**

**RATE SCHEDULE C-1
GENERAL SERVICE**

**RATE SCHEDULE CB-1
GENERAL SERVICE DEMAND METERED**

**RATE SCHEDULE CB-3
LARGE GENERAL SERVICE DEMAND METERED**

**RATE SCHEDULE CB-6
LARGE COMBINED GENERAL SERVICE**

**RATE SCHEDULE CB-7
LARGE COMBINED GENERAL SERVICE – MARKET BASED OPTION**

**RATE SCHEDULE CB-8
CUSTOMER LOAD RETENTION**

**RATE SCHEDULE SB-1
LARGE STANDBY GENERAL SERVICE
DEMAND METERED**

**RATE SCHEDULE IC
IRRIGATION CONTROLLER SERVICE**

**RATE SCHEDULE NM
NET ENERGY METERING SERVICE**

**RATE SCHEDULE SL-1
STREET AND HIGHWAY LIGHTING**

**RATE SCHEDULE SL-2
PRIVATE OUTDOOR AREA LIGHTING SERVICE**

**RATE SCHEDULE TC
TRAFFIC CONTROL SERVICE**

**RATE SCHEDULE TS-1
NON-METERED TRANSIT SHELTER
ADVERTISEMENT LIGHTING**

**RATE SCHEDULE A
MUNICIPAL WATER DEPARTMENT**

**RATE SCHEDULE PA-E
COMMUNICATION ATTACHMENT ON SVP POLES - UNMETERED**

**CITY OF SANTA CLARA
SILICON VALLEY POWER**

**RATE SCHEDULE D-1
DOMESTIC SERVICE**

Sheet 1 of 2

DESCRIPTION OF SERVICE

This schedule is applicable to single phase residential service for single-family dwellings, condominium house meters, townhouse house meters, cooperative apartment house meters, flats and apartments separately metered by Silicon Valley Power. The Time Of Use (TOU) Option is available to all customers. Customers who utilize the TOU option will be responsible for the installed cost of a TOU meter, as set forth in Note (B) below.

This schedule is not applicable for services to common areas of apartment houses.

RATES:

Non-Time of Use

Time of Use Option

METER CHARGE, per meter per month

\$3.64

\$3.64

ENERGY CHARGE (to be added to the Customer Charge)

Non-Time of Use

Time of Use Option

Peak

Off-Peak

First 300 kWh, per kWh

\$0.11127

\$0.12801

\$0.09756

Excess Over 300 kWh, per kWh

\$0.12791

\$0.14464

\$0.11420

SURCHARGES

Public Benefits Charge and State Surcharge, as set forth in Note A, will be added to the above charges.

NOTES:

(A) SURCHARGES:

PUBLIC BENEFITS CHARGE: The Public Benefits Charge is a state required non-bypassable surcharge imposed on all sales of electricity and electrical services. It is used to fund public goods research, development, and demonstration, as well as, energy efficiency activities, renewable energy and low income assistance programs. The surcharge is equal to the sum of the Meter Charge and the Energy Charge times 0.0285.

STATE SURCHARGE: The state surcharge is required by California state law, and supports funding for the California Energy Commission. The surcharge is equal to kWh billed times the State Surcharge Rate. The current State Surcharge Rate can be found on SVP's website at:

<http://www.siliconvalleypower.com/svp-and-community/rules-and-regulations>

**Date Effective: February 2021
Bill Cycle 705, Series 100**

Resolution No.

**Supersedes Rate Effective: January 2020
Bill Cycle 692, Series 100**

Resolution No. 19-8782

**CITY OF SANTA CLARA
SILICON VALLEY POWER**

**RATE SCHEDULE D-1
DOMESTIC SERVICE**

Sheet 2 of 2

(B) TIME OF USE (TOU) OPTION:

Customers who select the time of use option will pay a one-time TOU Meter Installation Charge, which is the cost of a TOU meter, plus its installation cost. This Charge is set forth in the City of Santa Clara Municipal Fee Schedule. The manufacturer and model of such meter shall be at the sole discretion of Silicon Valley Power. Time of use periods are as set forth below:

Peak Period: Monday through Saturday, except holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day), beginning at 6:00 AM and ending at 10:00 PM.

Off-Peak Period: All other hours.

The TOU meter is used to measure kWh usage in the peak and off-peak periods. The ratio of peak kWh to total kWh will be used to determine the portion of the First 300 kWh that falls in the peak period. This ratio will also be used to determine the portion of kWh usage above 300 kWh that falls in the peak period.

**Date Effective: February 2021
Bill Cycle 705, Series 100**

Resolution No.

**Supersedes Rate Effective: January 2020
Bill Cycle 692, Series 100**

Resolution No. 19-8782

**CITY OF SANTA CLARA
SILICON VALLEY POWER**

**RATE SCHEDULE C-1
GENERAL SERVICE**

Sheet 1 of 2

DESCRIPTION OF SERVICE:

This schedule is applicable to alternating current service through one meter, for power and heating alone or combined with lighting. This schedule is applicable to customers who do not qualify for Schedule D-1, CB-1, CB-3, CB-6, CB-7 or CB-8. The Time Of Use (TOU) Option is available to all customers. Customers who utilize the TOU option will be responsible for the installed cost of a TOU meter, as set forth in Note (B) below.

RATES:

Non-Time of Use

Time of Use Option

SINGLE-PHASE SERVICE:

CUSTOMER CHARGE, per meter per month: \$ 3.94 \$ 3.94

ENERGY CHARGE: (In addition to the Customer Charge)

		<u>Peak</u>	<u>Off-Peak</u>
First 800 kWh, per kWh	\$0.18974	\$0.20648	\$0.17603
Excess Over 800 kWh, per kWh	\$0.17224	\$0.18898	\$0.15853

MINIMUM CHARGE: \$3.94 per meter per month but not less than \$2.44 per month per kVA of connected welder load, rectifier load, x-ray and x-ray type equipment load, fusing machine load, and other types of welding equipment load.

THREE-PHASE SERVICE: The single-phase rate plus \$3.09 per meter per month.

MINIMUM CHARGE: \$7.03 per month, but not less than \$2.44 per month per kVA of connected welder load and per horsepower of polyphaser connected load, rectifier load, x-ray and x-ray type equipment load, fusing machine load, and other types of welding load.

SURCHARGES:

Public Benefits Charge and State Surcharge, as set forth in Note A, will be added to the above charges.

NOTES:

(A) SURCHARGES:

PUBLIC BENEFITS CHARGE:

The Public Benefits Charge is a state required non-bypassable surcharge imposed on all sales of electricity and electrical services. It is used to fund public goods research, development, and demonstration, as well as, energy efficiency activities, and low income assistance programs. The surcharge is equal to the sum of the Customer Charge and the Energy Charge times 0.0285.

STATE SURCHARGE: The state surcharge is required by California state law, and supports funding for

**Date Effective: February 2021
Bill Cycle 705, Series 100**

Resolution No.

**Supersedes Rate Effective: January 2020
Bill Cycle 692, Series 100**

Resolution No. 19-8782

**CITY OF SANTA CLARA
SILICON VALLEY POWER**

**RATE SCHEDULE C-1
GENERAL SERVICE**

Sheet 2 of 2

the California Energy Commission. The surcharge is equal to kWh billed times the State Surcharge Rate. The current State Surcharge Rate can be found on SVP's website at:

<http://www.siliconvalleypower.com/svp-and-community/rules-and-regulations>

(B) TIME OF USE (TOU) OPTION:

Customers who select the time of use option will pay a one-time TOU Meter Installation Charge, which is the cost of a TOU meter, plus its installation cost. This Charge is set forth in the City of Santa Clara Municipal Fee Schedule. The manufacturer and model of such meter shall be at the sole discretion of Silicon Valley Power. Time of use periods are as set forth below:

Peak Period: Monday through Saturday, except holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day), beginning at 6:00 AM and ending at 10:00 PM.

Off-Peak Period: All other hours.

The TOU meter is used to measure kWh usage in the peak and off-peak periods. The ratio of peak kWh to total kWh will be used to determine the portion of the First 800 kWh that falls in the peak period. This ratio will also be used to determine the portion of kWh usage above 800 kWh that falls in the peak period.

**Date Effective: February 2021
Bill Cycle 705, Series 100**

Resolution No.

**Supersedes Rate Effective: January 2020
Bill Cycle 692, Series 100**

Resolution No. 19-8782

**CITY OF SANTA CLARA
SILICON VALLEY POWER**

**RATE SCHEDULE CB-1
GENERAL SERVICE DEMAND
METERED**

Sheet 1 of 3

DESCRIPTION OF SERVICES:

This schedule is applicable to commercial or industrial services whose monthly use of energy has exceeded 8,000 kWh for three (3) consecutive months, or where the initial connected load indicates use above 8,000 kWh per billing period. When either of these qualifications has been met, this schedule as well as a Maximum Demand meter will be installed as promptly as is practicable. Both the Schedule CB-1 and the Maximum Demand meter will be continued in service until the monthly use of energy has fallen below 6,000 kWh for 12 consecutive months. At that time, and at the option of Silicon Valley Power, Schedule C-1 will be applicable and the Maximum Demand meter may be removed. Also, this schedule is applicable to those customers that were served under Schedule CB-2 for a period of (15) years or more. The Time of Use Option is available to all customers. Customers who utilize the TOU option will be responsible for the installed cost of a TOU meter, if necessary, as set forth in Note (E) below.

RATES:

<u>S:</u>	<u>Non-Time of Use</u>	<u>Time of Use</u>	
<u>CUSTOMER CHARGE</u> , per meter per month	\$71.60	\$71.60	
<u>DEMAND CHARGE:</u>			
		<u>Time of Use</u>	
		<u>Peak</u>	<u>Off-Peak</u>
All kW of Billing Demand, per kW	\$8.65	\$8.65	\$0.00
<u>ENERGY CHARGE:</u>			
	<u>Non-Time of Use</u>	<u>Time of Use</u>	
		<u>Peak</u>	<u>Off-Peak</u>
All kWh, per kWh	\$0.11502	\$0.13179	\$0.10132

MINIMUM CHARGE:

The Demand Charge constitutes the Minimum Charge.

SURCHARGES:

Public Benefits Charge and State Surcharge, as set forth in Note D, will be added to the above charges.

NOTES:

(A) MAXIMUM DEMAND:

The Maximum Demand in any month will be the average kW delivery of the 15-minutes interval in which such delivery is greater than in any other 15-minute interval in the month, provided, however, that in case the load is intermittent or subject of violent fluctuations, Silicon Valley Power may use a 5-minute interval instead of a 15-minute interval.

**Date Effective: February 2021
Bill Cycle 705, Series 100**

Resolution No.

**Supersedes Rate Effective: January 2020
Bill Cycle 692 Series 100**

Resolution No. 19-8782

**CITY OF SANTA CLARA
SILICON VALLEY POWER**

**RATE SCHEDULE CB-1
GENERAL SERVICE DEMAND
METERED**

Sheet 2 of 3

(B) BILLING DEMAND:

The Billing Demand to be used in computing charges under this schedule will be the mean of the Maximum Demand for the current month and the highest such demand occurring in the year ending with current month.

(C) VOLTAGE:

Single-phase or three-phase service on this schedule will be supplied at the secondary voltage available, or at the option of the customer, at the primary voltage available, subject to the rules and regulations for electric service.

(D) SURCHARGES:

PUBLIC BENEFITS CHARGE: The Public Benefits Charge is a state required non-bypassable surcharge imposed on all sales of electricity and electrical services. It is used to fund public goods research, development, and demonstration, as well as, energy efficiency activities, and low income assistance programs. The surcharge is equal to the sum of the Customer Charge, Demand Charge and Energy Charge, including adjustment for Primary Voltage and Power Factor, times 0.0285.

STATE SURCHARGE: The state surcharge is required by California state law, and supports funding for the California Energy Commission. The surcharge is equal to kWh billed times the State Surcharge Rate. The current State Surcharge Rate can be found on SVP's website at:

<http://www.siliconvalleypower.com/svp-and-community/rules-and-regulations>

(E) TIME OF USE OPTION:

Customers who select the time of use option will pay a one-time TOU Meter Installation Charge, which reflects the cost difference (including installation) between a non-time of use meter and a time of use meter. This Charge is set forth in the City of Santa Clara Municipal Fee Schedule. The manufacturer and model of such meter shall be at the sole discretion of Silicon Valley Power. Time of use periods are as set forth below:

Peak Period: Monday through Saturday, except holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day), beginning at 6:00 AM and ending at 10:00 PM.

Off-Peak Period: All other hours.

The TOU meter is used to measure kWh and kW in the peak and off-peak periods.

**Date Effective: February 2021
Bill Cycle 705, Series 100**

Resolution No.

**Supersedes Rate Effective: January 2020
Bill Cycle 692 Series 100**

Resolution No. 19-8782

**CITY OF SANTA CLARA
SILICON VALLEY POWER**

**RATE SCHEDULE CB-1
GENERAL SERVICE DEMAND
METERED**

Sheet 3 of 3

(F) PRIMARY VOLTAGE DISCOUNT:

When delivery is made at the same voltage as that of the distribution line from which the service is supplied, a discount of \$1.08 per kW of Billing Demand for 12kV line voltages will be allowed, provided, however, Silicon Valley Power is not required to supply service at a particular line voltage where it has (or will install) ample facilities for supplying at another voltage equally or better suited to the customer's electrical requirements. Silicon Valley Power retains the right to change its line voltage at any time, after reasonable advance notice to any customer receiving a discount hereunder and affected by such change, and such customer then has the option to change their system so as to receive service at the new line voltage or to accept service (without voltage discount) through transformers to be supplied by Silicon Valley Power.

(G) POWER FACTOR:

When the Billing Demand has exceeded 300 kW for three consecutive months and thereafter until it has fallen below 200 kW for twelve consecutive months, bills will be adjusted for weighted monthly average Power Factor as follows:

The total charge (except when Minimum Charge only) for any month as computed on the above rates will be decreased or increased, respectively, by 0.1% for each 1% that the average Power Factor of customer's load in that month, was greater or less than 85%, such average Power Factor to be computed (to the nearest whole percent) from the ratio of lagging kilovolt-ampere-hours to kilowatt-hours consumed in the month.

(H) OFF-PEAK DEMAND – NON TIME OF USE:

Any customer may, upon request, have their Maximum Demand measured by a recording type meter, and all demands occurring between 10:00 PM and 6:00 AM of the following day and on Sundays and legal holidays will not be counted in determining the Billing Demand.

**Date Effective: February 2021
Bill Cycle 705, Series 100**

Resolution No.

**Supersedes Rate Effective: January 2020
Bill Cycle 692 Series 100**

Resolution No. 19-8782

**CITY OF SANTA CLARA
SILICON VALLEY POWER**

**RATE SCHEDULE CB-3
LARGE GENERAL SERVICE DEMAND
METERED**

Sheet 1 of 3

DESCRIPTION OF SERVICE

This schedule is applicable to industrial and commercial services whose monthly billing demands have exceeded 4,000 kilowatts for three consecutive months, or where the initial connected load indicates a demand above 4,000 kilowatts. Customers served under this Schedule CB-3 will be continued in service until the monthly billing demand has fallen below 4,000 kilowatts for 12 consecutive billing periods. The Time of Use Option is available to all customers. Customers who utilize the TOU option will be responsible for the installed cost of a TOU meter, if necessary, as set forth in Note (E) below.

RATES:

	<u>Non-time of use</u>	<u>Time of Use</u>	
<u>CUSTOMER CHARGE – per meter per month</u>	\$71.60	\$71.60	
<u>DEMAND CHARGE:</u>	<u>Non-time of use</u>	<u>Time of Use</u>	
		<u>Peak</u>	<u>Off-Peak</u>
All kW of Billing Demand, per KW	\$11.54	\$11.54	\$0.00
<u>ENERGY CHARGE:</u>	<u>Non-time of use</u>	<u>Time of Use</u>	
		<u>Peak</u>	<u>Off-Peak</u>
All kWh, per kWhr	\$0.10594	\$0.12266	\$0.09221

MINIMUM CHARGE:

The Demand Charge constitutes the Minimum Charge.

SURCHARGES:

Public Benefits Charge and State Surcharge, as set forth in Note D, will be added to the above charges.

NOTES:

(A) MAXIMUM DEMAND:

The Maximum Demand in any month will be the average kW delivery of the 15-minute interval in which such delivery greater than in any other 15-minute interval in the month, provided, however, that in case the load is intermittent or subject to violent fluctuations, Silicon Valley Power may use a 5-minute instead of a 15-minute interval.

(B) BILLING DEMAND:

The Billing Demand to be used in computing charges under this schedule will be the mean of the actual Maximum Demand for the current month and the highest such demand occurring in the year ending with the current month.

**Date Effective: February 2021
Bill Cycle 705, Series 100**

Resolution No.

**Supersedes Rate Effective: January 2020
Bill Cycle 692, Series 100**

Resolution No. 19-8782

**CITY OF SANTA CLARA
SILICON VALLEY POWER**

**RATE SCHEDULE CB-3
LARGE GENERAL SERVICE DEMAND
METERED**

Sheet 2 of 3

- (C) VOLTAGE:
Service on this schedule will be supplied at the primary voltage available or, at the option of Silicon Valley Power, at the secondary voltage available, subject to the rules and regulations for electric service.

- (D) SURCHARGES:

PUBLIC BENEFITS CHARGE:

The Public Benefits Charge is a state required non-bypassable surcharge imposed on all sales of electricity and electrical services. It is used to fund public goods research, development, and demonstration, as well as, energy efficiency activities, and low income assistance programs. The surcharge is equal to the sum of the Customer Charge, Demand Charge, and Energy Charge, including adjustment for primary Factor and Primary Voltage, times 0.0285.

STATE SURCHARGE: The state surcharge is required by California state law, and supports funding for the California Energy Commission. The surcharge is equal to kWh billed times the State Surcharge Rate. The current State Surcharge Rate can be found on SVP's website at:

<http://www.siliconvalleypower.com/svp-and-community/rules-and-regulations>

- (E) TIME OF USE OPTION:

Customers who select the time of use option will pay a one-time TOU Meter Installation Charge, which reflects the cost difference (including installation) between a non-time of use meter and a time of use meter. This Charge is set forth in the City of Santa Clara Municipal Fee Schedule. The manufacturer and model of such meter shall be at the sole discretion of Silicon Valley Power. Time of use periods are as set forth below:

Peak Period: Monday through Saturday, except holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day), beginning at 6:00 AM and ending at 10:00 PM.

Off-Peak Period: All other hours.

The TOU meter is used to measure kWhr and kW in the peak and off-peak periods.

- (F) PRIMARY VOLTAGE DISCOUNT:

When delivery is made at the same voltage as that of the distribution line from which the service is supplied, a discount of \$1.08 per kW of Billing Demand for 12kV or higher available line voltages will be allowed, provided, however, Silicon Valley Power is not required to supply service at a particular line voltage where it has (or will install) ample facilities for supplying at another voltage equally or better suited to the customer's electrical requirements. Silicon Valley Power retains the right to change its line voltage at any time, after reasonable advance notice to any customer receiving a discount hereunder and affected by such change, and such customer then has the option to change their system so as to receive service

**Date Effective: February 2021
Bill Cycle 705, Series 100**

Resolution No.

**Supersedes Rate Effective: January 2020
Bill Cycle 692, Series 100**

Resolution No. 19-8782

**CITY OF SANTA CLARA
SILICON VALLEY POWER**

**RATE SCHEDULE CB-3
LARGE GENERAL SERVICE DEMAND
METERED**

Sheet 3 of 3

at the new line voltage or to accept service (without voltage discount) through transformers to be supplied by Silicon Valley Power.

(G) POWER FACTOR:

The total charge (except when Minimum Charge only) for any month as computed on the above rates will be decreased or increased, respectively, by 0.1% for each 1% that the average Power Factor of customer's load in that month is greater or less than 85%. Such average Power Factor to be computed (to the nearest whole percent) from the ratio of lagging kilovolt-ampere-hours to kilowatt-hours consumed in the month, provided, however, that no Power Factor correction will be made for any month when customer's Maximum Demand is less than 10% of the highest demand in the preceding eleven months.

(H) OFF-PEAK DEMAND:

Any customer served under this Rate Schedule may, upon request, have their Maximum Demand measured by a recording type meter, and all demands occurring between 10:00 P.M. and 6:00 A.M. of the following day and on Sundays and legal holidays will be discounted in determining the Billing Demand.

**Date Effective: February 2021
Bill Cycle 705, Series 100**

Resolution No.

**Supersedes Rate Effective: January 2020
Bill Cycle 692, Series 100**

Resolution No. 19-8782

**CITY OF SANTA CLARA
SILICON VALLEY POWER**

**RATE SCHEDULE CB-6
LARGE COMBINED GENERAL
SERVICE**

Sheet 1 of 3

DESCRIPTION OF SERVICE

This Schedule is optional to Customers who occupy one or more demand-metered service addresses served by Silicon Valley Power (SVP), where electric service from SVP is in Customer's name, and where Customer's combined monthly electric billing demand is 5,000 kW or more. Customers with self-generation may also be subject to Schedule SB-1. Customers who select this rate option will need to provide at least one month written notice and continue with this rate option for at least one year. This Schedule is closed to Customers covered by a separate Electric Sales Agreement between Customer and SVP.

RATE OPTIONS:

Non Time of Use

Time of Use

CUSTOMER CHARGE

For Each Service Address – per meter per month

\$324.64

\$324.64

DEMAND CHARGE:

All kW of Billing Demand, per kW:

\$21.04

Peak

\$21.04

Off-Peak

\$0.00

ENERGY CHARGE:

First 5,000,000 kWh, per kWh

\$0.08007

\$0.08735

\$0.07671

Next 10,000,000 kWh, per kWh

\$0.07791

\$0.08519

\$0.07455

Next 5,000,000 kWh, per kWh

\$0.07358

\$0.08086

\$0.07022

Over 20,000,000 kWh, per kWh

\$0.06709

\$0.07438

\$0.06374

SURCHARGES:

Public Benefits Charge and State Surcharge, as set forth in Note E, will be added to the above charges.

NOTES:

(A) MAXIMUM DEMAND

The Maximum Demand in any month will be the sum of the highest average kW delivery, at each service address, of any 15-minute interval occurring between 1:00 PM and 10:00 PM Monday through Saturday, excluding holidays. However, in case the load is intermittent or subject to violent fluctuations, Silicon Valley Power may use a 5-minute interval instead of a 15-minute interval.

(B) BILLING DEMAND

The Billing Demand to be used in computing charges under this schedule will be sum of the mean of the actual Maximum Demand for the current month at each service address and the highest such demand occurring in the year ending with the current month at each service address, but not less than 5,000 kw.

(C) VOLTAGE ADJUSTMENT:

For each Service Address served at less than 12,000 volts, the Demand Charge will be increased by

**Date Effective: February 2021
Bill Cycle 705, Series 100**

Resolution No.

**Supersedes Rate Effective: January 2020
Bill Cycle 692, Series 100**

Resolution No. 19-8782

**CITY OF SANTA CLARA
SILICON VALLEY POWER**

**RATE SCHEDULE CB-6
LARGE COMBINED GENERAL
SERVICE**

Sheet 2 of 3

\$1.08 per kW. For each Service Address served at 60,000 volts directly from a customer owned substation or from a SVP-owned substation directly paid for by customer, the Demand Charge will be reduced by \$1.35 per kW. However, Silicon Valley Power is not required to supply service at a particular line voltage where it has (or will install) ample facilities for supplying at another voltage equally or better suited to the customer's electrical requirements. Silicon Valley Power retains the right to change its line voltage at any time, after reasonable advance notice to any customer receiving a discount hereunder and affected by such change, and such customer then has the option to change their system so as to receive service at the new line voltage or to accept service (without voltage discount) through transformers to be supplied by Silicon Valley Power.

(D) POWER FACTOR:

For each service address where Billing Demand has exceeded 300 kW for three consecutive months, bills will be adjusted for weighted monthly average Power Factor as follows: the sum of Customer Charge, Demand Charge, Energy Charge, Secondary Voltage Adjustment (as applicable) and 60kV Delivery Adjustment (as applicable) for any month as computed on the above rates will be decreased or increased, respectively, by 0.1 % for each 1 % that the average Power Factor is greater or less than 85%. Such average Power Factor to be computed (to the nearest whole percent) from the ratio of lagging kilovolt-ampere-hours to kilowatt- hours consumed in the month, provided, however, that no Power Factor correction will be made for any month when the Maximum Demand of such service address, is less than 10% of the highest demand in the preceding eleven months.

Power Factor Adjustment will be discontinued for any service address that falls below 200 kW for 12 consecutive months.

(E) SURCHARGES:

PUBLIC BENEFITS CHARGE:

The Public Benefits Charge is a state required non-bypassable surcharge on all sales of electricity and electrical services. It is used to fund public goods research, development, and demonstration, as well as, energy efficiency activities, renewable energy, and low income assistance programs. The surcharge is equal to the sum of the Customer Charge, Demand Charge, Energy Charge, Voltage and Power Factor Adjustment, times 0.0285.

STATE SURCHARGE:

The State Surcharge is required by California state law, and supports funding for the California Energy Commission. The surcharge is equal to kWh billed times the State Surcharge Rate. The current State Surcharge Rate can be found on SVP's website at:

<http://www.siliconvalleypower.com/svp-and-community/rules-and-regulations>

**Date Effective: February 2021
Bill Cycle 705, Series 100**

Resolution No.

**Supersedes Rate Effective: January 2020
Bill Cycle 692, Series 100**

Resolution No. 19-8782

**CITY OF SANTA CLARA
SILICON VALLEY POWER**

**RATE SCHEDULE CB-6
LARGE COMBINED GENERAL
SERVICE**

Sheet 3 of 3

(F) **CALCULATION OF ENERGY CHARGES AT EACH SERVICE ADDRESS:**

The energy charges calculated under this Schedule CB-6 will be apportioned to each service address as follows:

1. Energy Charges for each service address will be determined as the ratio of the kWh usage at each service address divided by the sum of kWh usage at all applicable service addresses.
2. After such apportionment, each service address will be subject to the applicable Voltage Adjustment, Power Factor Adjustment, Public Benefits Charge and State Surcharge provisions set forth above.
3. Payment for bills rendered at each service address shall be made by wire transfer, automated clearing house (ACH) transfer, check or credit card. Payments made by credit card will be subject to the applicable credit card transaction fees.

(G) **TIME OF USE OPTION:**

Customers who select the time of use option will need to provide at least one month written notice and continue with this option for at least one year. Customers who select the time of use option will pay a one-time TOU Meter Installation Charge, which reflects the cost difference (including installation) between a non-time of use meter and a time of use meter. This Charge is set forth in the City of Santa Clara Municipal Fee Schedule. The manufacturer and model of such meter shall be at the sole discretion of Silicon Valley Power. Time of use periods are as set forth below:

Peak Period: Monday through Saturday, except holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day), beginning at 1:00 PM and ending at 10:00 PM.

Off-Peak Period: All other hours. The TOU meter is used to measure kWh and kW in the peak and off-peak period.

**Date Effective: February 2021
Bill Cycle 705, Series 100**

Resolution No.

**Supersedes Rate Effective: January 2020
Bill Cycle 692, Series 100**

Resolution No. 19-8782

CITY OF SANTA CLARA

RATE SCHEDULE CB-7 LARGE COMBINED GENERAL SERVICE – MARKET BASED OPTION	Sheet 1 of 6
--	---------------------

DESCRIPTION OF SERVICE

This Schedule is optional to Customers who occupy one or more demand-metered service addresses served by Silicon Valley Power (SVP), where electric service from SVP is in Customer's name, and where Customer's combined monthly electric billing demand is 5,000 kW or more. Customers with self-generation may also be subject to Schedule SB-1. Under this Schedule, Customers may designate a portion of their monthly energy purchased from SVP to be priced based on Note H. Customer who select this rate option will continue with this option for the full kWh volume subscribed for at least one year. Customer must also provide at least three months' written notice to terminate this option and to be billed under other applicable rate schedule. This Schedule is closed to Customers covered by a separate Electric Sales Agreement between Customer and SVP. The total combined energy for all SVP customers that may be served under this rate schedule is 30,000,000 kWh per month.

RATE OPTIONS:

Non Time of Use

Time of Use

CUSTOMER CHARGE

For Each Service Address – per meter per month

\$324.64

\$324.64

DEMAND CHARGE:

All kW of Billing Demand, per kW:

\$21.04

Peak
\$21.04

Off-Peak
\$0.00

ENERGY CHARGE:

First 5,000,000 kWh, per kWh

\$0.08007

\$0.08735

\$0.07671

Next 10,000,000 kWh, per kWh

\$0.07791

\$0.08519

\$0.07455

Next 5,000,000 kWh, per kWh

\$0.07358

\$0.08086

\$0.07022

Over 20,000,000 kWh, per kWh

\$0.06709

\$0.07438

\$0.06374

MARKET-BASED PRICING ADJUSTMENT:

See NOTE H

SURCHARGES:

Public Benefits Charge and State Surcharge, as set forth in Note E, will be added to the above charges.

NOTES:

(A) **MAXIMUM DEMAND**

The Maximum Demand in any month will be the sum of the highest average kW delivery, at each service address, of any 15-minute interval occurring between 1:00 PM and 10:00 PM Monday through Saturday, excluding holidays. However, in case the load is intermittent or subject to violent fluctuations, Silicon Valley Power may use a 5-minute interval instead of a 15-minute interval.

(B) **BILLING DEMAND**

**Date Effective: February 2021
Bill Cycle 705, Series 100**

Resolution No.

**Supersedes Rate Effective: January 2020
Bill Cycle 692, Series 100**

Resolution No. 19-8782

CITY OF SANTA CLARA

RATE SCHEDULE CB-7 LARGE COMBINED GENERAL SERVICE – MARKET BASED OPTION

Sheet 2 of 6

The Billing Demand to be used in computing charges under this schedule will be sum of the mean of the actual Maximum Demand for the current month at each service address and the highest such demand occurring in the year ending with the current month at each service address, but not less than 5,000 KW.

(C) VOLTAGE ADJUSTMENT:

For each Service Address served at less than 12,000 volts, the Demand Charge will be increased by \$1.08 per kW. For each Service Address served at 60,000 volts directly from a customer owned substation or from a SVP-owned substation directly paid for by customer, the Demand Charge will be reduced by \$1.35 per kW. However, Silicon Valley Power is not required to supply service at a particular line voltage where it has (or will install) ample facilities for supplying at another voltage equally or better suited to the customer's electrical requirements. Silicon Valley Power retains the right to change its line voltage at any time, after reasonable advance notice to any customer receiving a discount hereunder and affected by such change, and such customer then has the option to change their system so as to receive service at the new line voltage or to accept service (without voltage discount) through transformers to be supplied by Silicon Valley Power.

(D) POWER FACTOR ADJUSTMENT:

For each service address where Billing Demand has exceeded 300 kW for three consecutive months bills will be adjusted for weighted monthly average Power Factor as follows: the sum of Customer Charge, Demand Charge, Energy Charge, Secondary Voltage Adjustment (as applicable) and 60kV Delivery Adjustment (as applicable) for any month as computed on the above rates will be decreased or increased, respectively, by 0.1 % for each 1 % that the average Power Factor is greater or less than 85%. Such average Power Factor to be computed (to the nearest whole percent) from the ratio of lagging kilovolt-ampere-hours to kilowatt- hours consumed in the month, provided, however, that no Power Factor correction will be made for any month when the Maximum Demand of such service address, is less than 10% of the highest demand in the preceding eleven months.

Power Factor Adjustment will be discontinued for any service address that falls below 200 kW for 12 consecutive months.

(E) SURCHARGES:

PUBLIC BENEFITS CHARGE:

The Public Benefits Charge is a state required non-bypassable surcharge on all sales of electricity and electrical services. It is used to fund public goods research, development, and demonstration, as well as, energy efficiency activities, renewable energy, and low income assistance programs. The surcharge is equal to the sum of the Meter Charge and Capacity Reservation Charge, times 0.0285.

STATE SURCHARGE:

The State Surcharge is required by California state law, and supports funding for the California Energy

**Date Effective: February 2021
Bill Cycle 705, Series 100**

Resolution No.

**Supersedes Rate Effective: January 2020
Bill Cycle 692, Series 100**

Resolution No. 19-8782

CITY OF SANTA CLARA

RATE SCHEDULE CB-7 LARGE COMBINED GENERAL SERVICE – MARKET BASED OPTION

Sheet 3 of 6

Commission. The surcharge is equal to kWh billed times the State Surcharge Rate. The current State Surcharge Rate can be found on SVP's website at:

<http://www.siliconvalleypower.com/svp-and-community/rules-and-regulations>

(F) CALCULATION OF ENERGY CHARGES AT EACH SERVICE ADDRESS:

The energy charges calculated under this Schedule CB-7 will be apportioned to each service address as follows:

1. Energy Charges for each service address will be determined as the ratio of the kWh usage at each service address divided by the sum of kWh usage at all applicable service addresses.
2. After such apportionment, each service address will be subject to the applicable Voltage Adjustment, Power Factor Adjustment, Public Benefits Charge and State Surcharge provisions set forth above.
3. Payment for bills rendered at each service address shall be made by wire transfer, automated clearing house (ACH) transfer, check or credit card. Payments made by credit card will be subject to the applicable credit card transaction fees.

(G) TIME OF USE OPTION:

Customers who select the time of use option will need to provide at least one month written notice and continue with this option for at least one year. Customers who select the time of use option will pay a one-time TOU Meter Installation Charge, which reflects the cost difference (including installation) between a non-time of use meter and a time of use meter. This Charge is set forth in the City of Santa Clara Municipal Fee Schedule. The manufacturer and model of such meter shall be at the sole discretion of Silicon Valley Power. Time of use periods are as set forth below:

Peak Period: Monday through Saturday, except holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day), beginning at 1:00 PM and ending at 10:00 PM.

Off-Peak Period: All other hours. The TOU meter is used to measure kWh and kW in the peak and off-peak period.

(H) MARKET BASED PRICING ADJUSTMENT (MBPA):

Upon at least 30 days' notice, customers may designate up to 100%, but not less than 2,000,000 kWh of their monthly usage to be priced based on market indices as set forth below. The total combined amount of energy that may be available (Total Available) to all Customers under this MBPA shall be determined solely by SVP and it's on a first come first serve basis. SVP shall give 90 days' notice of any change in such total amount, and endeavor to make such changes effective January 1 of each calendar year. If the Total Available is changed to an amount lower than actually being allowed, SVP

**Date Effective: February 2021
Bill Cycle 705, Series 100**

Resolution No.

**Supersedes Rate Effective: January 2020
Bill Cycle 692, Series 100**

Resolution No. 19-8782

CITY OF SANTA CLARA

RATE SCHEDULE CB-7 LARGE COMBINED GENERAL SERVICE – MARKET BASED OPTION
--

Sheet 4 of 6

will reduce existing customers' allowable amounts on a prorated basis, and this schedule will be closed to new customers.

Market Based Pricing Adjustment is calculated as the Market Cost Adjustment Rate times the full kWh subscribed under this rate option. The Market Cost Adjustment Rate is the Current Market Cost of Energy minus the Base Energy Rate. Such difference may be positive or negative.

The Current Market Cost of Energy is determined as set forth in the CB-7 Market Based Option Bill Determinants attached here and as posted. The Current Market Cost of Energy for each calendar month will be sent to Customer served under this option with the monthly bill.

The Base Energy Rate is reflected in the above Energy Charge rates, and is SVP's determination of the annualized unit cost that a creditworthy customer would incur for receiving bundled energy with renewable and GHG characteristics from publicly owned energy service providers like SVP. The Base Energy Rate will be updated annually in conjunction with changes in the Energy Charge rates.

The Market Based Pricing Adjustment, which can be positive or negative, will be applied to the Energy Charge prior to Voltage Adjustment, Power Factor Adjustment and Surcharges.

.

Date Effective: February 2021 Bill Cycle 705, Series 100	Resolution No.
Supersedes Rate Effective: January 2020 Bill Cycle 692, Series 100	Resolution No. 19-8782

CITY OF SANTA CLARA

RATE SCHEDULE CB-7 LARGE COMBINED GENERAL SERVICE – MARKET BASED OPTION

Sheet 5 of 6

CB-7 MARKET BASED OPTION BILL DETERMINANTS

The total combined amount of energy that is available (Total Available) to all Customers under MBPA for Calendar Year 2021 is **30,000,000 kWh per month**.

Base Energy Rate for Calendar Year 2021 is \$0.06238 per kWh.

Current Market Cost of Energy includes:

1. PG&E Hourly DLAP Price which is the CAISO DLAP_PGAE - APND for the Day Ahead Market (DAM). If any hourly DLAP Price is less than zero, the effective DLAP price for such hour shall be zero.
2. Transmission loss which is 2% of PG&E Hourly DLAP price calculated above.
3. CAISO High Voltage Transmission Access Charge ("HV TAC") for month (\$/MWh)

The CAISO HV TAC price is the daily average PG&E effective HV TAC rate for Santa Clara for the applicable month, and is obtained using the following site(s) information:

<http://www.caiso.com/market/Pages/Settlements/Default.aspx>

4. CAISO Low Voltage Transmission Access Charge ("LV TAC") price is the daily average PG&E effective LV TAC rate for Santa Clara for the applicable month, expressed in \$/MWh, and multiplied by 0.5. The CAISO LV TAC monthly price is the PG&E listed price for Santa Clara, and is obtained using the following site(s) information:

<http://www.caiso.com/market/Pages/Settlements/Default.aspx>.

5. Market Price of Renewable Energy Credit =

Market price of RECs for Month * 36% (SVP applicable RPS percentage for current compliance year)

The average monthly market price of RECs is obtained using the following site(s) information:

The data for California Bucket 1, 2, and 3 RECs are obtained from Megawatt Daily. The average monthly market price is then calculated based on SVP weighted average for Bucket 1, 2 and 3 RECs. For current compliance year, the Bucket 1 is 75%, Bucket 2 is 15% and Bucket 3 is 10%.

**Date Effective: February 2021
Bill Cycle 705, Series 100**

Resolution No.

**Supersedes Rate Effective: January 2020
Bill Cycle 692, Series 100**

Resolution No. 19-8782

CITY OF SANTA CLARA

RATE SCHEDULE CB-7 LARGE COMBINED GENERAL SERVICE – MARKET BASED OPTION	Sheet 6 of 6
--	---------------------

6. CAISO Grid Management Charge (“GMC”) (\$/MWh) = Charge Code 4560 (Market Services Charge) + Charge Code 4561 (System Operations Charge)

The CAISO GMC is obtained using the following site(s) information (and will be updated as it is updated at the CAISO:

<http://www.caiso.com/market/Pages/Settlements/Default.aspx>

If any of the sources for the above described rate components are no longer available, SVP will diligently seek an alternative but equivalent source for that rate component.

If new or additional components affect the Current Market Cost of Energy due to new legislation or other circumstances, bill determinants will be added or adjusted to reflecting any impacting mandates or regulations. Customers will be provided notification of such additions or adjustments no less than 30 days prior to implementation. .

Date Effective: February 2021 Bill Cycle 705, Series 100	Resolution No.
Supersedes Rate Effective: January 2020 Bill Cycle 692, Series 100	Resolution No. 19-8782

**CITY OF SANTA CLARA
SILICON VALLEY POWER**

RATE SCHEDULE CB-8 CUSTOMER LOAD RETENTION	Sheet 1 of 1
---	---------------------

DESCRIPTION OF SERVICE

This rate schedule is available to customers eligible for service under Schedules CB-6 or CB-7 who, but for the provisions of this rate schedule, would cease operations in the City of Santa Clara, and would not engage in any substantially similar operation in the State of California for a period of at least five years. Customer must submit a signed affidavit attesting to this effect. The cumulative maximum billing demand for all SVP customers that may be served under this rate schedule at any one time is 20,000 kW.

RATES:

Customers' bills under Schedule CB-6 or CB-7, prior to Public Benefit Charge and State Surcharge, will be reduced by up to 12% for a period of not more than five years. The effective percentage reduction and the term of such percentage reduction, will be as approved by the Chief Electric Utility Officer.

NOTES:

1. **Marginal Cost to Serve:**
In no event shall service under this rate schedule result in customer being served at less than SVP's marginal cost of providing service to said customer.
2. **Forfeiture of Discounts:**
If a customer fails to comply with the terms of this rate schedule, SVP will seek repayment of the dollar amount of all discounts provided under this rate schedule.
3. **First Come, First Served:**
This rate schedule is available on a first come, first served basis on a monthly basis. However, preference will be given to customers with a long history of doing business in Santa Clara, to customers that help SVP maintain a diversified sales base, and to the number and type of jobs that may be preserved.

Date Effective: February 2021 Bill Cycle 705, Series 100	Resolution No.
Supersedes Rate Effective: January 2020 Bill Cycle 692, Series 100	Resolution No. 19-8782

**CITY OF SANTA CLARA
SILICON VALLEY POWER**

**RATE SCHEDULE SB-1
STANDBY GENERAL SERVICE
DEMAND METERED**

Sheet 1 of 1

DESCRIPTION OF SERVICE

This schedule is applicable to standby service for customer's on-site self-generation operated in parallel with service from SVP under Rate Schedules CB-1, CB-3, CB-6, or CB-7, where such self-generation is not eligible for service under Schedule NEM. This Schedule does not apply to customer's on-site renewable electrical generation facility where Schedule NEM is applicable. The Capacity Reservation Charges under this Schedule SB-1 are supplemental to the demand charges under the above Rate Schedules, and are intended to result in SVP receiving substantially the same amount of demand charges that SVP would have received in the absence of customer's self-generation.

RATES:

CUSTOMER CHARGE:

The Customer Charge is equal to the applicable Customer Charge set forth in Customer's otherwise applicable rate schedule.

CAPACITY RESERVATION CHARGE (CRC):

The Capacity Reservation Charge is equal to the applicable Demand Charge per kW set forth in customer's otherwise applicable Rate Schedule multiplied by 45% of the nameplate rating of customer's on-site self-generation.

SURCHARGES:

Public Benefits Charge, as set forth in Note B, will be added to the above charges.

NOTES:

(A) **FLUCTUATIONS IN CUSTOMER'S SELF-GENERATION OUTPUT:**

Customer shall coordinate with SVP's System Dispatcher for changes of 2000 kW or more in the output of customer's self-generation. If operationally necessary and practical, the System Dispatcher may require customer to schedule the return to service of customer's self-generation. Such coordination shall not relieve Customer from Capacity Reservation Charges determined above.

(B) **PUBLIC BENEFITS CHARGE:**

The Public Benefits Charge is a state required non-bypassable surcharge imposed on all sales of electricity and electrical services. It is used to fund public goods research, development, and demonstration, as well as, energy efficiency activities, renewable energy, and low income assistance programs. The surcharge is equal to the sum of the Meter Charge and Capacity Reservation Charge, times 0.0285.

(C) Customer generation under this rate schedule shall be metered by SVP. Customer shall provide a meter location using a meter type that is acceptable to, and accessible by, SVP.

**Date Effective: February 2021
Bill Cycle 705, Series 100**

Resolution No.

**Supersedes Rate Effective: January 2020
Bill Cycle 692, Series 100**

Resolution No. 19-8782

**CITY OF SANTA CLARA
SILICON VALLEY POWER**

**RATE SCHEDULE IC
IRRIGATION CONTROLLER SERVICE**

Sheet 1 of 2

APPLICATION:

This schedule is applicable to non-metered service to irrigation controller or sprinkler controllers located either in public streets, highways, and places, or private areas.

RATES:

SERVICE CHARGE:

For each sprinkler or irrigation controller \$7.39 per unit per month

MINIMUM CHARGE:

\$7.39 per month

SURCHARGES:

Public Benefits Charge and State Surcharge, as set forth in Note A, are included in the above charge.

NOTES:

(A) SURCHARGES:

PUBLIC BENEFITS CHARGE:

The Public Benefits Charge is a state required non-bypassable surcharge imposed on all sales of electricity and electrical services. It is used to fund public goods research, development, and demonstration, as well as, energy efficiency activities, renewable energy, and low income assistance programs. The surcharge is equal to 2.85% of the otherwise applicable rate.

STATE SURCHARGE: The state surcharge is required by California state law, and supports funding for the California Energy Commission. The surcharge is equal to estimated kWh per controller times the State Surcharge Rate. The current State Surcharge Rate can be found on SVP's website at:

<http://www.siliconvalleypower.com/svp-and-community/rules-and-regulations>

(B) TYPE OF SERVICE:

Energy will be supplied at 120 volts, single phase, two wire service. Where only other voltages are available, applicant shall pay, in advance, Silicon Valley Power's cost to convert from the available voltage to 120 volts.

(C) POINT OF DELIVERY:

Delivery will be made from Silicon Valley Power's existing electric lines at a point mutually agreed upon, without extension thereof to customer's system.

**Date Effective: February 2021
Bill Cycle 705, Series 100**

Resolution No.

**Supersedes Rate Effective: January 2020
Bill Cycle 692, Series 100**

Resolution No. 19-8782

**CITY OF SANTA CLARA
SILICON VALLEY POWER**

RATE SCHEDULE IC IRRIGATION CONTROLLER SERVICE	Sheet 2 of 2
---	---------------------

- (D) SERVICE CONNECTION:
Silicon Valley Power will provide overhead or underground service in accordance with the current Rules and Regulations for Electric Service. However, applicant shall pay to Silicon Valley Power, in advance, the amount, if any, by which Silicon Valley Power's costs to provide underground service exceeds its cost to provide an overhead service.
- (E) MAINTENANCE:
Maintenance will be performed by the customer.

Date Effective: February 2021 Bill Cycle 705, Series 100	Resolution No.
Supersedes Rate Effective: January 2020 Bill Cycle 692, Series 100	Resolution No. 19-8782

**CITY OF SANTA CLARA
SILICON VALLEY POWER**

**RATE SCHEDULE NM
NET ENERGY METERING SERVICE**

Sheet 1 of 3

With 2021 Excess Energy Rate

APPLICABILITY:

This Net Energy Metering rate schedule is applicable to all customers served by Silicon Valley Power (SVP), who own and operate a solar or a wind turbine electrical generating facility, or a hybrid system of both. Such facility shall be located on the customer's premises, shall operate in parallel with SVP's transmission and distribution facilities, shall not exceed 1000 kilowatts, and shall only be used primarily to offset part or all of the customer's own electrical requirements. Availability of this schedule to such "customer-generators" will be on a first-come first-served basis, until the total rated generating capacity operated by eligible customer-generators equals 5.0 percent of SVP's annual peak distribution demand.

RATES:

All rates charged under this schedule shall be the same as the rates charged under the eligible customer generator's otherwise applicable rate schedule (OAS). An eligible customer-generator served under this schedule shall be responsible for all charges under the otherwise applicable rate schedule, except that energy usage will be metered and billed on a net basis. An annual bill will be rendered, as required by Section 2827 of the California Public Utilities Code. A monthly statement of accumulated charges and credits shall be provided. Monthly statements shall be subject to SVP's payment provisions pursuant to Municipal Service Rule and Regulation No. 6, except that customers whose OAS is Schedule CB-1, CB-3, CB-6, CB-7, or CB-8 shall be subject to monthly payment of bills, and be subject to annual true-up as necessary. If the energy generated exceeds the energy consumed during the annual billing cycle, at the customer-generator's option, payment shall be made for such excess energy delivered to SVP's distribution facilities as set forth below, or applied as a credit to the next annual billing cycle.

METERING:

Net energy metering is the use of a single meter to measure the flow of electricity in two directions. If the existing electrical meter of an eligible customer-generator is not capable of measuring the flow of electricity in two directions the customer-generator shall be responsible for all expenses involved in purchasing and installing a meter that is able to measure electricity flow in two directions. Any additional meter or meters to monitor the flow of electricity in each direction may be installed with the consent of the customer-generator, at SVP expense. Such additional metering shall be used only to provide information necessary to accurately bill or credit the customer-generator, or to collect performance standards on the customer's solar and/or wind electric generating systems.

INTERCONNECTION:

Prior to interconnection, the customer-generator shall execute an interconnection agreement with SVP and shall comply with SVP's Rules and Regulations regarding parallel generation, except that service under a standby rate schedule shall not be required. The customer-generator must also meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the California Public Utilities Commission regarding safety and reliability.

**Date Effective: February 2021
Bill Cycle 705, Series 100**

Resolution No.

**Supersedes Rate Effective: January 2020
Bill Cycle 692, Series 100**

Resolution No. 19-8782

**CITY OF SANTA CLARA
SILICON VALLEY POWER**

RATE SCHEDULE NM NET ENERGY METERING SERVICE	Sheet 2 of 3
---	---------------------

With 2021 Excess Energy Rate

PAYMENT RATE FOR EXCESS ENERGY:

The Payment Rate for Excess Energy shall be revised during each calendar year, and shall consist of the sum of an avoided energy cost charge and an avoided renewable energy value charge. The avoided energy cost is equal to 8000 Btu/kWh times SVP's avoided cost of gas in \$/MMBtu. The avoided cost of gas shall be the average of the 12 monthly values for PG&E Citygate taken from Natural Gas Intelligence, adjusted to include transportation to Santa Clara, ending in October of the year prior to the effective date of the Payment Rate for Excess Energy. The avoided renewable energy value charge shall be equal to the average value of renewable energy credits used for SVP's Green Power Program in the 12 months ending In October of the year prior to the effective date of the Payment Rate for Excess Energy.

Payment Rate for Excess Energy effective February 1, 2021: \$ 0.03960 per kWh

Date Effective: February 2021 Bill Cycle 705, Series 100	Resolution No.
Supersedes Rate Effective: January 2020 Bill Cycle 692, Series 100	Resolution No. 19-8782

**CITY OF SANTA CLARA
SILICON VALLEY POWER**

RATE SCHEDULE NM NET ENERGY METERING SERVICE	Sheet 3 of 3
---	---------------------

With 2021 Excess Energy Rate

Exhibit A

**Rate Schedule NM
Derivation of Payment Rate for Excess Energy**

1. Avoided energy cost charge:

Average of the monthly values for PG&E Citygate from Natural Gas Intelligence for the 12 months ending October 2020: \$3.000 per MMBtu

Average cost of transportation from PG&E Citygate to Santa Clara Donald Von Raesfeld Power Plant for the 12 months ending October 2020: \$ 0.075 per MMBtu

Total average delivered cost of gas: \$3.075 per MMBtu

Avoided energy cost = \$3.075 per MMBtu x 8000 Btu/kWh = \$0.0246/kWh

2. Avoided renewable energy value charge:

Average value of renewable energy credits used for SVP's Green Power Programs for the 12 months ending October 2020: \$0.015 per kWh

3. Payment Rate for Excess Energy beginning February 2021:

	<u>\$/kWh</u>
Avoided energy cost charge	\$0.02460
Avoided renewable energy value charge	\$0.01500
Total	\$0.03960

Date Effective: February 2021 Bill Cycle 705, Series 100	Resolution No.
Supersedes Rate Effective: January 2020 Bill Cycle 692, Series 100	Resolution No. 19-8782

**CITY OF SANTA CLARA
SILICON VALLEY POWER**

**RATE SCHEDULE SL-1
STREET AND HIGHWAY LIGHTING**

Sheet 1 of 4

APPLICATION:

This schedule is applicable for service to street and highway lighting systems which illuminate publicly-dedicated streets and highways by means of incandescent filament, mercury vapor, or high pressure sodium vapor lamps. This schedule is applicable only to those instances where the customer owns the lighting fixtures, street light supporting structure and interconnecting circuits.

CLASSES OF SERVICES OFFERED:

- Class A. Silicon Valley Power provides energy and switching* only.
- Class B. Silicon Valley Power provides energy, switching* and maintenance service for lamps and glass.
- Class C. Silicon Valley Power provides energy, switching* and maintenance service for complete lighting system.

BURNING SCHEDULE: All night (unless otherwise specified).

RATES (Per Lamp)

<u>Incandescent Lamps</u>		<u>kWh\lamp</u>	<u>Class A</u>	<u>Class B</u>	<u>Class C</u>	<u>Half-hour Adjustment (All Classes)</u>
4,000 lumens		94	\$20.95	\$22.89	\$24.03	\$0.503
6,000 lumens		130	\$29.58	\$31.44	\$32.82	\$0.695
<u>Mercury Vapor Lamps</u>						
<u>Watts</u>	<u>Initial lumens</u>					
175	7,500	61	\$15.90	\$16.89	\$18.45	\$0.357
250	11,000	88	\$21.96	\$23.20	\$24.82	\$0.485
400	21,500	140	\$33.44	\$34.57	\$36.13	\$0.745
700	37,000	245	\$55.56	\$57.88	\$59.51	\$1.300
1,000	57,000	350	\$78.60	\$80.64	\$82.19	\$1.816

* Switching Service is closed to new installations.

**Date Effective: February 2021
Bill Cycle 705, Series 100**

Resolution No.

**Supersedes Rate Effective: January 2020
Bill Cycle 692, Series 100**

Resolution No. 19-8782

**CITY OF SANTA CLARA
SILICON VALLEY POWER**

**RATE SCHEDULE SL-1
STREET AND HIGHWAY LIGHTING**

Sheet 2 of 4

High Pressure Sodium Vapor Lamps

<u>Watts</u>	<u>Initial lumens</u>	<u>kWh/lamp</u>	<u>Class A</u>	<u>Class B</u>	<u>Class C</u>	<u>Half-hour Adjustment (All Classes)</u>
100	8,500	35	\$8.36	\$10.38	\$11.92	\$0.227
150	16,000	53	\$15.61	\$17.99	\$19.19	\$0.347
250	30,000	88	\$24.25	\$29.42	\$30.96	\$0.535
400	50,000	140	\$35.03	\$38.56	\$40.17	\$0.798

SURCHARGES:

The above rates include an adjustment for a Public Benefits Charge and State Surcharge as defined in Note A.

NOTES:

(A) **SURCHARGES:**

PUBLIC BENEFITS CHARGE:

The Public Benefits Charge is a state required non-bypassable surcharge imposed on all sales of electricity and electrical services. It is used to fund public goods research, development, and demonstration, as well as, energy efficiency activities, renewable energy, and low income assistance programs. The surcharge is equal to 2.85% of the otherwise applicable rate.

STATE SURCHARGE: The state surcharge is required by California state law, and supports funding for the California Energy Commission. The surcharge is equal to kWh billed times the State Surcharge Rate. The current State Surcharge Rate can be found on SVP's website at:

<http://www.siliconvalleypower.com/svp-and-community/rules-and-regulations>

(C) **TYPE OF SERVICE:**

This rate schedule is applicable to multiple street lighting systems. Multiple current will be supplied at nominal voltage level of 120/240 volts or 120/208 volts at the discretion of Silicon Valley Power, three-wire, single phase.

(D) **ANNUAL OPERATING SCHEDULES:**

The above rates for All-Night service assume 11 hours operation per night and apply to lamps which will be turned on and off once each night in accordance with a regular operating schedule agreeable to the customer but not exceeding 4,100 hours per year.

**Date Effective: February 2021
Bill Cycle 705, Series 100**

Resolution No.

**Supersedes Rate Effective: January 2020
Bill Cycle 692, Series 100**

Resolution No. 19-8782

**CITY OF SANTA CLARA
SILICON VALLEY POWER**

**RATE SCHEDULE SL-1
STREET AND HIGHWAY LIGHTING**

Sheet 3 of 4

(E) OPERATING SCHEDULES OTHER THAN ALL-NIGHT:

Rates for regular operating schedules other than full all-night will be the All-Night rate plus or minus, respectively, the half-hour adjustment for each half-hour more or less than an average of 11 hours per night. This adjustment will apply only to lamps on regular operating schedules of not less than 1,095 hours per year, or 3 hours per night, nor more than 4,500 hours per year.

(F) OVERHEAD DELIVERY POINT:

Delivery will be made from Silicon Valley Power's existing overhead lines without extension to the customer's system or at a point mutually agreed upon, not to exceed 150 feet except in special situations at Silicon Valley Power's convenience. Silicon Valley Power will provide at its expense an overhead service drop to a customer-owned inter-connected group of lamps having a connected load of not less than 2 kW. For a customer-owned inter-connected group of lamps having a connected load of less than 2 kW or individual customer electroliers with a self-contained photo cell switch, Silicon Valley Power will connect the customer's overhead service wire to Silicon Valley Power's overhead lines at the customer's expense.

(G) UNDERGROUND SERVICE:

Silicon Valley Power will provide underground service connection to a mutually agreed upon point from its overhead or underground system to one electrolier of each group of interconnected electroliers provided that the lighting system has been arranged for the least number of practical service points, there is at least 3 kW of connected load, and there are at least ten electroliers in the group. This service connection shall not exceed 25 feet from the base of the Silicon Valley Power pole in an overhead line or 40 feet of an underground line. In the event distances exceed 25 feet from a pole in an overhead system or 40 feet in an underground system, customer shall pay to Silicon Valley Power the actual expense of extending the underground feeder circuitry to the point of connection to Silicon Valley Power's overhead or underground system. In the event the customer requests service to a system of less than 10 electroliers, or less than 3 kW of connected load, customer shall install and own the extension from his system to Silicon Valley Power's distribution system and shall pay Silicon Valley Power the actual costs of connection to the system.

(H) MAINTENANCE:

Class B and C rates include all labor and material necessary for the cleaning or replacement of lamps and glassware, but is limited to glassware such as is commonly used and manufactured in reasonably large quantities. Charges will be made for lamps or glassware requiring replacement more than two (2) times in one year. Under Class C rates Silicon Valley Power will also isolate any trouble in customer's system which has resulted in outages or diminished light output. Silicon Valley Power will make necessary repairs without replacement on accessible wiring between poles and on equipment and wiring in and on poles to keep the system in

**Date Effective: February 2021
Bill Cycle 705, Series 100**

Resolution No.

**Supersedes Rate Effective: January 2020
Bill Cycle 692, Series 100**

Resolution No. 19-8782

**CITY OF SANTA CLARA
SILICON VALLEY POWER**

RATE SCHEDULE SL-1 STREET AND HIGHWAY LIGHTING	Sheet 4 of 4
---	---------------------

operating condition. Silicon Valley Power will provide labor for the replacement of material such as ballast's, photo-electric controls, relays, fixtures, individual poles, individual cable runs between poles where such runs are in conduit, and other individual parts of the system. The customer shall compensate Silicon Valley Power for any materials furnished. The Class C rate does not provide for any major excavation or any major replacement at Silicon Valley Power's expense of circuits, conduits, poles or fixtures owned by the customer.

This schedule does not provide for maintenance to low pressure sodium vapor or metal halide lamps; however, at the request of the customer, Silicon Valley Power will perform any of the routine maintenance described above on a time and material cost basis provided Silicon Valley Power's regular standard maintenance equipment and procedures can be used.

(I) **LAMPS OTHER THAN STANDARDS:**

Lamps other than the standard types and wattages referred to above may be used in Class A service only and will be billed at an average rate per watt per month of \$ 0.10. LED street lighting falls in this category.

Date Effective: February 2021 Bill Cycle 705, Series 100	Resolution No.
Supersedes Rate Effective: January 2020 Bill Cycle 692, Series 100	Resolution No. 19-8782

**CITY OF SANTA CLARA
SILICON VALLEY POWER**

**RATE SCHEDULE SL-2
PRIVATE OUTDOOR AREA
LIGHTING SERVICE**

Sheet 1 of 3

APPLICATION

This schedule is applicable to private all night outdoor area lighting service which illuminates privately-owned lands and property supplied from an overhead source. This schedule is applicable only to those instances where Silicon Valley Power installs, owns and maintains all facilities required to service in accordance with the Municipal Code of the City of Santa Clara and the Rules and Regulations for Electric Service. Service to lamps hereunder shall be continuous and temporary disconnection shall not be made.

BURNING SCHEDULE:

Each lamp shall be turned on and off once each night from dusk to dawn in accordance with a regular burning schedule, not to exceed forty-one hundred (4,100) hours per year.

RATES:

	<u>Rate per Lamp Per Month</u>
250 Watt mercury-vapor floodlight or 150 Watt high pressure sodium vapor floodlight	\$33.78

This rate schedule is applicable to alternating current service at a frequency of approximately 60 cycles, 120 or 240 volts, single phase. The 250 Watt mercury-vapor floodlamp type luminaire shall be mounted from a bracket attached or supported to Silicon Valley Power-owned wood poles and actuated by a photo-electric cell.

SURCHARGES:

Public Benefits Charge and State Surcharge, as defined below in Note A, is included in the above charge.

Public Benefits Charge	\$0.96 per Lamp
State Surcharge	<u>\$0.02</u>
Total	\$0.98

NOTES:

(A) **SURCHARGES:**

PUBLIC BENEFITS CHARGE:

The Public Benefits Charge is a state required non-bypassable surcharge imposed on all sales of electricity and electrical services. It is used to fund public goods research, development, and demonstration, as well as, energy efficiency activities, renewable energy, and low income assistance programs. The surcharge is equal to 2.85% of the otherwise applicable rate.

STATE SURCHARGE:

The state surcharge is required by California state law, and supports funding for the California Energy Commission. The surcharge is equal to estimated kWh per lamp times the State Surcharge Rate. The

Date Effective: February 2021 Bill Cycle 705, Series 100	Resolution No.
Supersedes Rate Effective: January 2020 Bill Cycle 692, Series 100	Resolution No. 19-8782

**CITY OF SANTA CLARA
SILICON VALLEY POWER**

**RATE SCHEDULE SL-2
PRIVATE OUTDOOR AREA
LIGHTING SERVICE**

Sheet 2 of 3

current State Surcharge Rate can be found on SVP's website at:

<http://www.siliconvalleypower.com/svp-and-community/rules-and-regulations>

(B) BILLING:

Presentation of billing shall coincide with that of the customer's primary premise account, where such account exists at the same location and no bill will be rendered for the first partial month of service. If the customer does not have a primary premise account, a monthly bill shall be prepared and presented in accordance with the rate and terms of this schedule.

No credit will be given for non-burning lamp time resulting from a fixture failure of any cause which is repaired by Silicon Valley Power in a reasonable period of time. No billing shall be apportioned among two or more customers or tenants. At the customer's option, charges may be paid in advance.

(C) CONTRACTS:

When service is requested by a tenant under this schedule, Silicon Valley Power may require the property owner(s) to enter into a contract with Silicon Valley Power concerning placement of special lighting facilities before service is established.

(D) NOTIFICATION AND REMOVAL:

The latest effective Schedule SL-2 is applicable until canceled on thirty (30) days prior written notice by the customer, or by Silicon Valley Power, at which time the light will be removed.

(E) INSTALLATION - MATERIALS AND MAINTENANCE:

Silicon Valley Power will not install floodlight luminaries for private use at the rate established in this schedule on anything but Silicon Valley Power's wood poles, supporting lines and guys existing on easement for Silicon Valley Power facilities.

Silicon Valley Power will not install any material for private use other than the floodlight, mastarm or bracket, and necessary wire, moulding and other materials necessary to connect energy to the floodlight from the secondary line. Said installation shall not exceed an extension of ten (10) feet, including the mastarm or bracket from the pole measured at right angles to the secondary line.

Upon receipt of notice from a customer of the failure of a lamp to operate as scheduled, Silicon Valley Power will, within a reasonable period of time, make the necessary repairs during normal working hours. It shall be the responsibility of the customer to notify Silicon Valley Power of any malfunctions.

(F) EXTENDING SECONDARY:

Silicon Valley Power shall extend its secondary lines one span to supply energy not to exceed 150 feet to the mercury-vapor floodlight at the basic rate in this schedule at no extra cost to the customer.

Additional extensions of secondary facilities shall be limited to three spans, but not to exceed six hundred

**Date Effective: February 2021
Bill Cycle 705, Series 100**

Resolution No.

**Supersedes Rate Effective: January 2020
Bill Cycle 692, Series 100**

Resolution No. 19-8782

**CITY OF SANTA CLARA
SILICON VALLEY POWER**

RATE SCHEDULE SL-2 PRIVATE OUTDOOR AREA LIGHTING SERVICE	Sheet 3 of 3
---	---------------------

(600) feet total. The cost of the material, labor and equipment for such extension shall be computed and added to the billing for the first month.

- (G) RELOCATION:
Silicon Valley Power shall, upon customer's written request, relocate its lighting facilities, provided that the customer reimburses Silicon Valley Power for all costs incurred by Silicon Valley Power to complete such relocation.

Date Effective: February 2021 Bill Cycle 705, Series 100	Resolution No.
Supersedes Rate Effective: January 2020 Bill Cycle 692, Series 100	Resolution No. 19-8782

**CITY OF SANTA CLARA
SILICON VALLEY POWER**

**RATE SCHEDULE TC
TRAFFIC CONTROL SERVICE**

Sheet 1 of 2

APPLICATION:

This schedule is applicable to non-metered service for traffic directional sign or signal lighting systems owned by governmental agencies and located on outdoor publicly owned street, highways and places.

RATES:

SERVICE CHARGE:

For each Standard Service Connection: \$22.17 per 2 or 3-signal head per month
\$22.17 per pedestrian signal unit per month
Minimum Charge: \$22.17 per month

For each Red LED Service Connection: \$16.19 per 2 or 3-signal head per month
\$16.19 per pedestrian signal unit per month
Minimum Charge: \$16.19 per month

For each Red and Green LED Service Connection: \$11.75 per 2 or 3-signal head per month
\$11.75 per pedestrian signal unit per month
Minimum Charge: \$11.75 per month

SURCHARGES:

Public Benefits Charge and State Surcharge, as defined below in Note A, are included in the above charges.

	<u>Standard</u>	<u>Red LED</u>	<u>Red + Green LED</u>
Public Benefits Charge	\$0.61	\$0.39	\$0.34
State Surcharge	<u>\$0.01</u>	<u>\$0.01</u>	<u>\$0.00</u>
Total	\$0.62	\$0.40	\$0.34

NOTES:

(A) SURCHARGES:

PUBLIC BENEFITS CHARGE:

The Public Benefits Charge is a non-bypassable surcharge imposed on all sales of electricity and electrical services. It is used to fund public goods research, development, and demonstration, as well as, energy efficiency activities, and low income assistance programs. The surcharge is equal to 2.85% of the otherwise applicable rate.

STATE SURCHARGE: The state surcharge is required by California state law, and supports funding for the California Energy Commission. The amount included is equal to estimated kWh per signal head times the State Surcharge Rate. The current State Surcharge Rate can be found on SVP's website at:

**Date Effective: February 2021
Bill Cycle 705, Series 100**

Resolution No.

**Supersedes Rate Effective: January 2020
Bill Cycle 692, Series 100**

Resolution No. 19-8782

**CITY OF SANTA CLARA
SILICON VALLEY POWER**

**RATE SCHEDULE TC
TRAFFIC CONTROL SERVICE**

Sheet 2 of 2

<http://www.siliconvalleypower.com/svp-and-community/rules-and-regulations>

- (B) TYPE OF SERVICE:
Energy will be supplied at 120/240 volt single phase service (120/208 volts star in certain localities) unless the customer pays the additional initial cost of a 277/480 volt supply. However, service at 277/480 volts from underground systems will be made available only for new services at the option of Silicon Valley Power when this type of service is practical from Silicon Valley Power's engineering standpoint.
- (C) POINT OF DELIVERY:
Delivery will be made from Silicon Valley Power's existing electric lines at a point mutually agreed upon, without extension thereof to customer's system.
- (D) SERVICE CONNECTION:
Silicon Valley Power will provide, at its expense, an overhead service drop to the customer-owned system; however, where the customer requests and underground service the customer will install and own the extension from his system to the Silicon Valley Power's nearest junction box or to the base of the pole where service is readily available and will pay the amount, if any, by which the cost of connecting to the Silicon Valley Power's distribution system exceeds the cost of an overhead service drop.
- (E) METERING:
Each point of delivery will be billed separately.
- (F) SWITCHING AND MAINTENANCE:
Switching and maintenance will be performed by the customer.

**Date Effective: February 2021
Bill Cycle 705, Series 100**

Resolution No.

**Supersedes Rate Effective: January 2020
Bill Cycle 692, Series 100**

Resolution No. 19-8782

**CITY OF SANTA CLARA
SILICON VALLEY POWER**

RATE SCHEDULE TS-1 NON-METERED TRANSIT SHELTER ADVERTISEMENT LIGHTING	Sheet 1 of 1
--	---------------------

DESCRIPTION OF SERVICE:

This rate schedule is applicable to non-metered service provided for transit shelter advertisement lighting on public streets, highways, other public places, and private areas. Under this schedule, each transit shelter with a lighted advertisement feature shall contain no more than a single six-foot, four-lamp high-output fluorescent lighting fixture, or equivalent fixture with a wattage rating of not more than 385 watts, and shall be photosensor controlled so as to provide illumination from dusk to dawn.

RATES:

For each Transit Shelter	\$ \$34.86 per fixture per month
Advertisement Lighting Fixture	

SURCHARGES:

Public Benefits Charge and State Surcharge, as set forth below in Note A, is included in the above charge.

Public Benefits Charge	\$0.98
State Surcharge	<u>\$0.02</u>
Total	\$1.00

NOTES:

(A) SURCHARGES:

PUBLIC BENEFITS CHARGE:

The Public Benefits Charge is a non-bypassable surcharge imposed on all sales of electricity and electrical services. It is used to fund public goods research, development, and demonstration, as well as, energy efficiency activities, renewable energy, and low income assistance programs. The amount included is equal to 2.85% of the otherwise applicable rate.

STATE SURCHARGE: The state surcharge is required by California state law, and supports funding for the California Energy Commission. The surcharge is equal to estimated kWh per shelter times the State Surcharge Rate. The current State Surcharge Rate can be found on SVP's website at:

<http://www.siliconvalleypower.com/svp-and-community/rules-and-regulations>

(B) POINT OF DELIVERY:

Delivery will be made from Silicon Valley Power's existing electric lines at a point mutually agreed upon, without extension thereof to customer's system.

(C) MAINTENANCE:

MAINTENANCE:
Maintenance will be performed by the customer.

Date Effective: February 2021 Bill Cycle 705, Series 100	Resolution No.
Supersedes Rate Effective: January 2020 Bill Cycle 692, Series 100	Resolution No. 19-8782

**CITY OF SANTA CLARA
SILICON VALLEY POWER**

RATE SCHEDULE A MUNICIPAL WATER DEPARTMENT	Sheet 1 of 1
---	---------------------

DESCRIPTION OF SERVICE:

The schedule is applicable to electricity used by the Municipal Water Department for water and sewer pumping service.

RATES:

All kWh, per kWh \$ 0.10770

SURCHARGE:

Public Benefits Charge and State Surcharge, as set forth in Note A, will be added to the above charge.

NOTES:

(A) SURCHARGES:

PUBLIC BENEFITS CHARGE:

The Public Benefits Charge is a state required non-bypassable surcharge imposed on all sales of electricity and electrical services. It is used to fund public goods research, development, and demonstration, as well as, energy efficiency activities, renewable energy and low income assistance programs. The surcharge is equal to kWh billed times 2.85%.

STATE SURCHARGE: The state surcharge is required by California state law, and supports funding for the California Energy Commission. The surcharge is equal to kWh billed times the State Surcharge Rate. The current State Surcharge Rate can be found on SVP's website at:

<http://www.siliconvalleypower.com/svp-and-community/rules-and-regulations>

Date Effective: February 2021 Bill Cycle 705, Series 100	Resolution No.
Supersedes Rate Effective: January 2020 Bill Cycle 692, Series 100	Resolution No. 19-8782

**CITY OF SANTA CLARA
SILICON VALLEY POWER**

**RATE SCHEDULE PA-E
ELECTRIC SERVICE TO
COMMUNICATIONS ATTACHMENTS
TO SVP POLES**

Sheet 1 of 2

APPLICABILITY:

This schedule is applicable to unmetered service to telecommunications equipment mounted on SVP-owned poles. Electric usage at each electric connection will be determined as set forth in Note (F) below.

RATES:

CUSTOMER CHARGE:

For each electric connection, per month \$3.94

ENERGY CHARGE (in addition to the Customer Charge):

First 800 kWh, per kWh \$ 0.18974
Excess over 800 kW, per kWh \$ 0.17224

SURCHARGES:

Public Benefits Charge and State Surcharge, as set forth in Note A, will be added to the above charges.

NOTES:

(A) SURCHARGES:

PUBLIC BENEFITS CHARGE:

The Public Benefits Charge is a state required non-bypassable surcharge imposed on all sales of electricity and electrical services. It is used to fund public goods research, development, and demonstration, as well as, energy efficiency activities, renewable energy, and low income assistance programs. The surcharge is equal to 2.85% of the otherwise applicable rate.

STATE SURCHARGE: The state surcharge is required by California state law, and supports funding for the California Energy Commission. The surcharge is equal to estimated kWh per controller times the State Surcharge Rate. The current State Surcharge Rate can be found on SVP's website at:

<http://www.siliconvalleypower.com/svp-and-community/rules-and-regulations>

(B) TYPE OF SERVICE:

Energy will be supplied at 120 volts, single phase, two wire service. Where only other voltages are available, applicant shall pay, in advance, Silicon Valley Power's cost to convert from the available voltage to 120 volts.

**Date Effective: February 2021
Bill Cycle 705, Series 100**

Resolution No.

**Supersedes Rate Effective: January 2020
Bill Cycle 692, Series 100**

Resolution No. 19-8782

**CITY OF SANTA CLARA
SILICON VALLEY POWER**

**RATE SCHEDULE PA-E
ELECTRIC SERVICE TO
COMMUNICATIONS ATTACHMENTS
TO SVP POLES**

Sheet 2 of 2

- (C) POINT OF DELIVERY:
Delivery will be made from Silicon Valley Power's existing electric lines at a point mutually agreed upon, without extension thereof to customer's system.
- (D) SERVICE CONNECTION:
Silicon Valley Power will provide overhead or underground service in accordance with the current Rules and Regulations for Electric Service. However, applicant shall pay to Silicon Valley Power, in advance, the amount, if any, by which Silicon Valley Power's costs to provide underground service exceeds its cost to provide an overhead service.
- (E) MAINTENANCE:
Maintenance will be performed by the customer.
- (F) DETERMINATION OF ELECTIC USAGE:

The amount of electric usage subject to the Energy Charge shall be determined as the product of the rated capacity, expressed in kilowatts, of Customer's communications equipment served at each connection point times 730. Customer shall be responsible for notifying SVP at least 60 days prior to making any equipment change that would increase or decrease the rated capacity of Customer's equipment, in order that SVP may make commensurate, timely change to Customer's billing determinants.

**Date Effective: February 2021
Bill Cycle 705, Series 100**

Resolution No.

**Supersedes Rate Effective: January 2020
Bill Cycle 692, Series 100**

Resolution No. 19-8782



City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
santaclaraca.gov
@SantaClaraCity

Agenda Report

21-40

Agenda Date: 1/12/2021

REPORT TO COUNCIL

SUBJECT

Update on City Council and Stadium Authority Staff Referrals

COUNCIL PILLAR

Enhance Community Engagement and Transparency

BACKGROUND AND DISCUSSION

During Council and Stadium Authority meetings, the City Council or Stadium Authority Board provide direction on policy issues or refer information requests to staff for follow-up.

The purpose of the City Council and Stadium Authority Referrals Update is to provide the City Council/Stadium Authority Board and the public a current status report. Completion of the referrals may be communicated by various means such as: Report to Council, Information Memorandum provided through a Council Agenda, City Manager Biweekly Report/Blog, or a City Manager/Executive report out during a future Council meeting.

The Referrals list will be published in the Council agenda packet under the "City Manager/Executive Director Report" section of the Council Agenda. Reports will include both open and closed referrals.



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

**CITY COUNCIL AND STADIUM AUTHORITY STAFF REFERRALS
FOR FOLLOW-UP/ACTION**
Updated 1/5/21



	Date Assigned	Source	Referral Description	Assigned Department	Projected Completion	Completed
1.	12/16/20	Council Meeting	Regarding a written petition from Sam Liu concerning a 10' CMU wall with project at 3200 Scott Blvd., staff to return on 1/26/21 with possible options for Council consideration	Community Development	1/26/21	
2.	10/27/20	Council Meeting	Return to Council with an Informational Report upon executing Master Agreement that provides information on negotiated terms as related to BART Silicon Valley Phase II Extension Project	Public Works	12/15/20	12/15/20
3.	10/13/20	Stadium Authority	Stadium Bills and Claims – Return on a future agenda with an informational report on the on the Stadium Authority's responsibility of unfunded liability	Finance	April 2021	
4.	10/13/20	Council Meeting	Noise Monitoring at Levi's Stadium – Return to Council with a revised scope of work that includes a monthly consultant report with data related to all noise, including airplane noise by Levi's Stadium. Report should include data on peak noise, how many days we exceed the noise ordinance, etc. and notify Council regarding excessive noise complaints.	Community Development	Jan 2021	
5.	10/13/20	Council Meeting	Community Input Policy – Return to the Governance Committee with potential models of a Community Benefits Policy with feedback from various Community groups (i.e. CatalyzeSV) and best practices from other Cities	Community Development	TBD	
6.	8/25/20	Council Meeting	Staff to return on 12/15/20 regarding a written petition from Joseph Ducato requesting changes to the sewer ordinance whereby the City reassumes responsibility for maintenance and or/replacement of the sewer laterals located in the public right-of-way. (The Report to Council for this item was scheduled to be presented to Council on 12/15/20, however, due to a very heavy agenda it was moved to 1/12/21.)	Water & Sewer	1/12/21	
7.	7/14/20	Council Meeting	Garbage Rates – explore long-term rate assistance programs for solid waste	Public Works	2/23/21	
8.	1/28/20	Council Meeting	VTA Transit Oriented Communities referred to Council Priority Setting Session on 1/30 and 1/31 to provide information on staff impact. (At the Priority Setting Session, Council requested that staff schedule a study session.)	City Manager/ Public Works	TBD	
9.	10/29/19	Council Meeting	Provide options for the \$750,000 commitment from Levy for community enrichment	City Manager	TBD	
10.	9/24/19	Council Meeting	Staff to review the Ordinance and enforcement of illegal street food vendors. At the 9/25/20 Council meeting, Council asked staff to review enforcement of vendors outside of Levi's Stadium	Police	Feb 2021	
11.	8/27/19	Council Meeting	Agendize Korea Town designation for a future Council meeting and return with information about outreach and what Sunnyvale is doing on El Camino Real	City Manager	2/2/21	



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

**CITY COUNCIL AND STADIUM AUTHORITY STAFF REFERRALS
FOR FOLLOW-UP/ACTION**
Updated 1/5/21



	Date Assigned	Source	Referral Description	Assigned Department	Projected Completion	Completed
12.	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	TBD	
13.	7/9/19	Council Meeting	Update on age-friendly activities per commission annual Work Plan	Parks & Rec	TBD	
14.	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 (Per the City Attorney's Office this item was placed on hold – pending the outcome of other public entities' litigation)	Public Works	TBD	
15.	4/30/19	Council Meeting	Number of public transit riders for large stadium events	49ers Stadium Manager	TBD	
16.	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	
17.	10/9/18	Council Meeting	Dedicate Jerry Marsalli Community Center at grand opening of the facility	Parks & Rec	TBD	
18.	10/2/18	Council Meeting	Amend sign ordinance to prohibit signs on public property	Parks & Rec/ City Attorney	TBD	
19.	3/13/18	Council Meeting	Develop a Stadium Authority Financial Reporting Policy in conjunction with the Stadium Authority Auditor and the external auditor	Finance	Summer 2021	



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

COMPLETED 2020
CITY COUNCIL AND STADIUM AUTHORITY STAFF REFERRALS
FOR FOLLOW-UP/ACTION
Updated 1/5/21



	Date Assigned	Source	Referral Description	Assigned Department	Projected Completion	Completed	Resolution
1.	9/29/20	Council Meeting	Governance Committee Referrals – Discussion on Planning Commission's referral process and citywide Board and Commission workplan process	City Manager	12/7/20	12/7/20	Reported at Governance and Ethics Committee Meeting
2.	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	Nov 2020	11/22/20	Email sent to Council from City Manager on 11/22/20
3.	4/7/20	Council Meeting	Pruneridge Ave. Complete Streets Plan Project – Council voted to postpone awarding the contract and requested staff bring it back to Council when there was more certainty about public outreach efforts in relation to COVID-19 shelter in place order	Public Works	11/17/20	11/17/20	Reported at Council Meeting
4.	10/13/20	Council Meeting	Worker Retention and Recall Protections – Prepare an Urgency Ordinance for worker recall for the 10/27/20 Council Meeting and amend current Worker Retention Ordinance to add hotel workers and look at long-term outreach (first reading of Ordinance on 10/27)	City Manager/ City Attorney	10/27/20	10/27/20	Reported at Council Meeting
5.	8/25/20	Stadium Authority Meeting	For meetings requiring public reporting, staff to begin producing Stadium Authority and Stadium Manager meeting minutes	City Manager	10/13/20	10/13/20	Reported at Council Meeting
6.	8/18/20	Council Meeting	Staff to return on 10/13/20 with options regarding Worker Retention Ordinance in relation to the Pandemic	City Manager/ City Attorney	10/13/20	10/13/20	Reported at Council Meeting
7.	9/29/20	Council Meeting	Provide information to the community regarding 49er-initiated litigation via mailer, social media, blogs, website, utility inserts, etc.	City Attorney/ City Manager	TBD	10/5/20	Informational flyer posted on City website on 10/5/20
8.	1/28/20	Council Meeting	Respond via City Manager's Biweekly Report when information on alternate leasing plan for department stores at Related Santa Clara Project will return to Council	City Manager	Dec 2020	9/29/20	Reported at Council Meeting
9.	9/24/19	Council Meeting	Staff to review the potential for rebates for the purchase of electric bicycles	SVP	Fall 2020	9/29/20	Reported at Council Meeting



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

COMPLETED 2020
CITY COUNCIL AND STADIUM AUTHORITY STAFF REFERRALS
FOR FOLLOW-UP/ACTION
Updated 1/5/21



	Date Assigned	Source	Referral Description	Assigned Department	Projected Completion	Completed	Resolution
10.	8/18/20	Council Meeting	Staff to send a letter to State of California regarding the relocation of the Courthouse	City Manager/ Community Development	TBD	9/2/20	Letter sent on 9/2/20; City Manager sent Council an email update on 9/25/20
11.	8/25/20	Council Meeting	Add an agenda item on the Santa Clara Downtown and Courthouse for the 9/1/20 Council Meeting	City Manager	9/1/20	9/1/20	Reported at Council Meeting
12.	7/14/20	Council Meeting	Return after Council break with an informational update on the progress of the implementation of the Tasman East Specific Plan.	Community Development	8/25/20	8/25/20	Reported at Council Meeting
13.	11/12/19	Council Meeting	Provide update on the International Association of Science Parks (IASP) Conference in 2021 to the Economic Development, Communications and Marketing Committee	City Manager	TBD	8/24/20	Email sent on 8/24/20 from City Manager to Council
14.	6/23/20	Council Meeting	Study Session on November 2020 Ballot Measures – return to Council on 7/14/20 with ballot language for TOT	City Manager	7/14/20	7/14/20	Reported at Council Meeting
15.	6/23/20	Council Meeting	Create an Ad Hoc Committee on Human Rights/Racial Inequalities in Santa Clara	City Manager	7/14/20	7/14/20	Reported at Council Meeting
16.	6/23/20	Council Meeting	Solid Waste Rate Increase – return on 7/14/20 with a report on rates and review options for rate assistance	Public Works	7/14/20	7/14/20	Reported at Council Meeting
17.	1/28/20	Council Meeting	Return in March with a Resolution in support of 2020 Census (due to the impact of COVID-19 the U.S. Census has been extended through 10/31/20)	City Manager	7/14/20	7/13/20	Reported at Council Meeting
18.	2/11/20	Council Meeting	Written Petition Received from Alan Todd Bevis Regarding Traffic Calming on Briarwood; Council requested staff to bring this item back to Council	Public Works	7/7/20	7/7/20	Reported at Council Meeting
19.	10/22/19	Council Meeting	Staff to return with budget appropriations in the budget cycle to improve the gazebo area at Mission Branch Library	Finance	6/23/20	6/23/20	Reported at Council Meeting
20.	7/10/18	Council Meeting	Annual update on PD community engagement efforts	Police	6/23/20	6/23/20	Reported at Council Meeting
21.	6/9/20	Council Meeting	City Code requirements related to outdoor dining – review permit application processes to streamline review and approval process	Community Development	TBD	6/16/20	Email sent on 6/16/20 from City Manager to Council
22.	6/9/20	Council Meeting	Santa Clara Convention Center 3rd Quarter Report – why are audiovisual expenses higher than expected? Are the food expenses high due to providing	City Manager	6/9/20	6/9/20	Email sent (via Council question/



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

COMPLETED 2020
CITY COUNCIL AND STADIUM AUTHORITY STAFF REFERRALS
FOR FOLLOW-UP/ACTION
Updated 1/5/21



	Date Assigned	Source	Referral Description	Assigned Department	Projected Completion	Completed	Resolution
			food for the Senior Food Distribution and/or School Lunches? (Respond via email or Council Informational Memo)				response process on 6/9/20); also posted on website with agenda packet
23.	4/28/20	Council Meeting	Invite Supervisor Susan Ellenberg to provide a COVID-19 update at the 5/12 City Council Meeting	City Manager	6/9/20	6/9/20	Reported at Council Meeting
24.	12/17/19	Council Meeting	Initiate discussions with Santa Clara Unified School District regarding Healthier Kids Foundation services (staff met with SCUSD on 2/5/20 to initiate discussions; will return to Council in June with a transition plan)	Parks & Rec/ City Manager	5/26/20	5/26/20	Reported at Council Meeting
25.	4/7/20	Council Meeting	Legislative Advocacy Positions - staff to return with information regarding the City's position on: Redistricting after census, public records and campaign reform (Council to provide questions in advance)	City Manager	TBD	5/26/20	Per City Manager, no questions from Council
26.	4/28/20	Council Meeting	Nonprofits may apply for the City's Small Business Assistance Grant and business license simultaneously	City Manager	5/12/20	5/12/20	Reported at Council Meeting
27.	10/8/19	Council Meeting	Staff to review the expenditure limits for November 2020 – to designate appropriately the expenditure limit for Districts vs. At-Large seats	City Clerk/City Manager	Spring 2020	5/12/20	Reported at Council Meeting
28.	2/11/20	Council Meeting	Update and Direction on Commercial Cannabis-Related Items – staff to return with an Ordinance to ban commercial cannabis	City Manager/ City Attorney	4/28/20	4/28/20	Reported at Council Meeting
29.	10/29/19	Council Meeting	Regarding GIS system, provide biannual updates via the City Manager/Executive Director Report at Council meeting	IT	Spring 2020	4/28/20	Reported at Council Meeting
30.	12/10/19	Council Meeting	Add labor peace provision to GreenWaste Agreement	Public Works	Spring 2020	4/16/20	Email sent to Council on 4/16/20 re: labor peace
31.	2/11/20	Council Meeting	Discussion and Direction on the Santa Clara Tourism Improvement District (TID) Assessment Formula and Transient Occupancy Tax – staff to return with a district management plan reflecting a 1.5% TID assessment with option to increase to 2% as more info about alternate funding is received	City Manager/ Finance	May 2020	4/8/20	Reported at Council Meeting
32.	3/17/20	Council Meeting	Staff to review/return with options for temporary moratorium on evictions for renters as well as information to landlords on evictions during the COVID-19 emergency	Community Development/ City Attorney	3/24/20	4/7/20	Reported at Council Meeting



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

COMPLETED 2020
CITY COUNCIL AND STADIUM AUTHORITY STAFF REFERRALS
FOR FOLLOW-UP/ACTION
Updated 1/5/21



	Date Assigned	Source	Referral Description	Assigned Department	Projected Completion	Completed	Resolution
33.	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. (Staff returned to closed session in August 2020 and is scheduled to return at closed session on 10/13/20).	City Manager	3/31/20	4/7/20	Reported at Council Meeting
34.	3/5/20	Stadium Authority	Stadium Budget – City Attorney to return with legal opinion regarding options on approving the Stadium Budget	City Attorney	March 2020	3/24/20	Reported at Council Meeting
35.	3/17/20	Council Meeting	Review food options for at-risk children and families	City Manager	TBD	3/19/20	Email sent to Council from City Manager on 3/19/20
36.	4/9/19	Council Meeting	Street Racing and Sideshows: take steps to make the 2004 ordinance operative and increase enforcement within existing resources	Police	2/25/20	2/25/20	Reported at Council Meeting
37.	1/31/20	Council Priority Setting Session	Public Works to prepare a letter for Mayor to send to Chappie Jones (a positive letter requesting San Jose to keep the City informed if they have specifics on an Innovation Zone project for Santa Clara to consider that does not impact residents)	Public Works	TBD	2/12/20	Staff prepared letter for Mayor's signature; signed letter mailed on 2/12/20
38.	12/3/19	Council Meeting	Council Policy 030 – Adding an Item on the Agenda – return to Council with amended policy replacing the word consensus with Council action	City Attorney/ City Manager	2/11/20	2/11/20	Reported at Council Meeting
39.	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	2/11/20	2/11/20	Reported at Council Meeting
40.	11/12/19	Council Meeting	Destination Marketing Organization – Report back to Council in 90 days regarding CEO search; include detailed timeline for hiring of CEO	City Manager	2/11/20	2/11/20	Reported at Council Meeting
41.	11/5/19	Council Meeting	Schedule a Study Session regarding the pros and cons of General Obligation (GO) bonds and parcel tax	Finance	2/11/20	2/11/20	Reported at Council Meeting
42.	4/25/19	Council Meeting	City Clerk Haggag to work with City Attorney's Office on next steps for enforcing the Dark Money Ordinance and the Lobbyist Ordinance	City Attorney/ City Clerk	2/10/20	2/10/20	



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

COMPLETED 2020
CITY COUNCIL AND STADIUM AUTHORITY STAFF REFERRALS
FOR FOLLOW-UP/ACTION
Updated 1/5/21



	Date Assigned	Source	Referral Description	Assigned Department	Projected Completion	Completed	Resolution
43.	1/14/20	Council Meeting	Michael Fisher spoke during Public Comment about a small development project he undertook at his residence on Civic Center Drive. He had complaints about the process and the requirements that were placed on the project. (Assistant City Manager Manuel Pineda and Public Works Director Craig Mobeck met with Mr. Fisher on 1/24/20; City Manager provided a verbal report at the 1/28/20 Council Meeting; Assistant City Manager Manuel Pineda will follow up with a letter to Mr. Fisher.)	City Manager/ Public Works	February 2020	2/4/20	2/4/20 a letter was sent to Mr. Fisher; he continues to correspond with staff via email
44.	6/4/19	Council Meeting	Councilmember O'Neill to provide more clarity on Innovation Zone referral (on 11/19/19 Council deferred this item to the January Council Priorities and Goal Setting Sessions).	City Manager	1/30 – 1/31/20	1/31/20	Discussed at Council Priority Setting Session
45.	1/14/20	Council Meeting	Communications Consultant Agreements – Staff to add language to agreements to have agreements reviewed annually	City Manager	TBD	1/29/20	Language has been added to agreements re: annual review
46.	1/14/20	Council Meeting	Architectural Review Ordinance – Continued to add new language to Ordinance for certain projects that would trigger Public Hearing	City Attorney/ Community Development	1/28/20	1/28/20	Reported at Council Meeting
47.	7/9/19	Economic Development, Communications and Marketing Committee	Procure additional resources to support communications and marketing of local activities to enhance community's awareness of municipal services and activities	City Manager	January 2020	1/14/20	Reported at Council Meeting
48.	12/10/19	Council Meeting	False Alarm Ordinance – Continue item to 1/14/20 for staff to conduct broader public outreach and gather public input	Police/ City Attorney	1/14/20	1/14/20	Reported at Council Meeting
49.	12/10/19	Council Meeting	False Alarm Ordinance – Police Department to follow up with resident regarding financial assistance for fees	Police	1/14/20	1/14/20	Reported at Council Meeting
50.	12/17/19	Council Meeting	Community Room Study Session – Continue item to 1/14/20 and return with responses to Suds Jain's questions regarding reservation process, rates for facilities at Oracle and houses across the street behind Triton, and provide a master list of facilities and who to contact for reservation	Parks & Rec/ City Manager	1/14/20	1/14/20	Reported at Council Meeting



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

COMPLETED 2020
CITY COUNCIL AND STADIUM AUTHORITY STAFF REFERRALS
FOR FOLLOW-UP/ACTION
Updated 1/5/21



	Date Assigned	Source	Referral Description	Assigned Department	Projected Completion	Completed	Resolution
51.	9/18/19	Economic Development, Communications and Marketing Committee	The Committee referred for Council consideration a request to the City Council to terminate the billboard agreement with All Vision, LLC (staff in process of analyzing further)	City Manager	January 2020	1/9/20	Letter sent from City Manager to All Vision on 1/9/20; Memo to Council from City Attorney on 1/9/20



City of Santa Clara

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

Agenda Report

21-91

Agenda Date: 1/12/2021

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

Tuesday, January 19, 2021 Special Council and Stadium Authority Meeting

3:30 PM Closed Session

Tuesday, January 26, 2021 Council and Authorities Concurrent and Stadium Authority Meeting

Special Order of Business

21-1270 Update on Worker Cooperative

Public Hearing/General Business

21-3589 Discussion and Direction on the Conversion of the Santa Clara Tourism Improvement Area Law of 1989 to a TID Established under the Property and Business Improvement District Law of 1994

21-1292 Action on the Santa Clara Stadium Authority Financial Status Report for Quarter Ending September 30, 2020

21-1315 Action on 2021 Legislative Advocacy Positions

Monday, February 1, 2021 Council Priority Setting Session I 8:00 AM – 5:00 PM

Tuesday, February 2, 2021 Council Priority Setting Session II 8:00 AM – 5:00 PM

Tuesday, February 9, 2021 Council and Authorities Concurrent Meeting

Public Hearing/General Business

21-47 **Study Session:** Presentation and Discussion on City Retirement Costs by Bartel & Associates LLC

21-974 **Study Session:** Actions for Target Setting and Priority Strategies for Climate Action Plan (CAP) Update

21-1304 **Public Hearing:** Action on the Comprehensive Sign Program for Parcels 4 and 5 for the Related Santa Clara Project

Tuesday, February 16, 2021 Stadium Authority Meeting

Public Hearing/General Business

21-496 Agenda Items Pending – To Be Scheduled

Tuesday, February 23, 2021 Council and Authorities Concurrent Meeting

Public Hearing/General Business

21-43 FY 2020/21 Rebalancing Actions to Address COVID-19 Pandemic Impacts

21-806 Review of Sanitary Sewer Services in the City and Discussion of Private Sewer Lateral Responsibilities

21-1170 Presentation of Solid Waste Rate Study Findings and Recommendations for FY 2021/22 Rates

Tuesday, March 2, 2021 Santa Clara Stadium Authority Meeting

Public Hearing/General Business

21-50 **Study Session:** Draft 2021 Non-NFL Events Marketing Plan for Levi's Stadium in Accordance with Section 4.10 of the Stadium Management Agreement

21-43 **Study Session:** Discussion of the: (a) Proposed Santa Clara Stadium Authority Fiscal Year 2021/22 Budget; (b) Stadium Authority Budget; and (c) Compliance and Management Policies

Tuesday, March 9, 2021 Council and Authorities Concurrent Meeting

Public Hearing/General Business

21-918 **Study Session:** Housing Element Update/Affordable Housing Ordinance Feasibility Analysis

Tuesday, March 16, 2021 Santa Clara Stadium Authority Meeting

Public Hearing/General Business

21-46 **Public Hearing:** Action on the (a) Proposed Santa Clara Stadium Authority Fiscal Year 2021/22 Budget; (b) Stadium Operations and Maintenance Plan; and (c) and 2021 Marketing Plan

Tuesday, March 23, 2021 Council and Authorities Concurrent Meeting

Public Hearing/General Business

21-1146 El Camino Real Specific Plan Study Session on the Draft Plan for adoption

Tuesday, April 6, 2021 Council and Authorities Concurrent Meeting

Public Hearing/General Business

21-496 Agenda Items Pending – To Be Scheduled

Tuesday, April 13, 2021 Santa Clara Stadium Authority Meeting

Public Hearing/General Business

21-496 Agenda Items Pending – To Be Scheduled

Tuesday, April 20, 2021 Council and Authorities Concurrent Meeting

Public Hearing/General Business

20-1156 Study Session: Overview of Patrick Henry Drive Specific Plan

AGENDA ITEMS TO BE SCHEDULED TO A FUTURE DATE